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
NOVEMBER 5, 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. Community Planting Day

5. PROCLAMATION/RECOGNITION

A. Presentation of Proclamation Recognizing November 4-8, 2024 as Municipal Courts Week. [Maribel Velasquez, Court Administrator]

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 and Discussion on the Alberta Road Reconstruction Project. [Mardoqueo Hinojosa, P.E., CFM, City Engineer]

8. OTHER BUSINESS

A. Discussion and Possible Action Regarding State Highway 68 (SH68). [Myra L. Ayala, City Manager]

9. PUBLIC HEARINGS

A. Hold Public Hearing and Consider the Ordinance Providing for the Rezoning Request from Residential, Primary (RP) District to Residential, Multi-family (RM) District, a Tract of Land Containing 10.397 Acres Situated in the County of Hidalgo, Texas, Being Out of Lot 3, Section 275, Texas-Mexican Railway Company's Survey, According to the Plat Thereof Recorded in Volume 24, Pages 168-171, Hidalgo County Deed Records, Located at 3000 West Sprague Street, as Requested by Melden and Hunt, Inc. on Behalf of K & Z Developers LTD. [Jaime Acevedo, Director of Planning & Zoning]

B. Hold Public Hearing and Consider the Ordinance Providing for the Rezoning Request from Residential, Primary (RP) District to Commercial, General (CG) District, a Tract of Land Containing 5.196 Acres Situated in the County of Hidalgo, Texas, Being out of Lot 3, Section 275, Texas-Mexican Railway Company's Survey, According to the Plat Thereof Recorded in Volume 24, Pages 168-171, Hidalgo County Deed Records, Located at 2900 West Sprague Street as Requested by Melden and Hunt, Inc. on Behalf of K & Z Developers LTD. [Jaime Acevedo, Director of Planning & Zoning]

C. Hold Public Hearing and Consider the Ordinance Providing for the Rezoning Request from Residential, Multi-family (RM) District and Commercial, General (CG) District to Residential, Primary (RP) District, a Tract of Land Containing 11.689 Acres Situated in the County of Hidalgo, Texas, Being Out of Lot 3, Section 275, Texas-Mexican Railway Company's Survey, According to the Plat Thereof Recorded in Volume 24, Pages 168-171, Hidalgo County Deed Records, Located at 3100 West Sprague Street, as Requested by Melden and Hunt, Inc. on Behalf of K & Z Developers LTD. [Jaime Acevedo, Director of Planning & Zoning]

D. Hold Public Hearing and Consider the Ordinance Providing for the Rezoning Request from Agriculture and Open Space (AO) District to Residential, Primary (RP) District, 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]

10. ORDINANCE

A. Consider Ordinance Providing for a Temporary Special Use Permit for the "University Drafthouse Beerfest 2024" to be Held on Saturday, November 16, 2024, at the Edinburg Amphitheatre Area Located at 201 W. McIntyre Street as Requested by Sony Rego and Ronnie Larralde. [Jaime Acevedo, Director of Planning and Zoning]

11. AWARDING OF BIDS

A. Consider Authorizing the Purchase of Premium Fabric Stacking Chairs and Haul Away Chair Trucks (dolly) for the Edinburg ACE Building Ballroom from Hertz Furniture Through the Local Government Purchasing Cooperative (BuyBoard) Contract No. 667-22, in the Amount of $55,502.50. [Tomas D. Reyna, Assistant City Manager]

B. Consider Awarding RFP No. 2024-021, 2024 Holiday Lighting and Decorations for the City of Edinburg's Promenade Walkway, Promenade Park, and City Hall to Sixto Garza Jr. Enterprises, LLC

(Six Shooter Softwash), the Highest Ranking Proposal in the Amount Not to Exceed $70,000.00 and Authorize the City Manager to Enter Into a Professional Services Agreement Pursuant to the City's Ordinances and Procurement Policies. [Tomas D. Reyna, Assistant City Manager]

C. Consider Authorizing the Purchase of One (1) WEMCO Grit Pump and Motors from Lewis Electric Motors and Pumps, Inc., Through the Local Government Purchasing Cooperative (BuyBoard) Contract No. 672-22 in the Amount Not to Exceed $49,997.72. [Gerardo Carmona Jr., P.E., Director of Utilities]

D. Consider Authorizing the Installation of a Forcemain at the Airport from Southern Trenchless Solutions, Through the Local Government Purchasing Cooperative (BuyBoard) Contract No. 730-24, in the Amount Not To Exceed $189,999.79. [Gerardo Carmona Jr., P.E., Director of Utilities]

12. RESOLUTION

A. Consider Resolution Authorizing the City Manager to Submit a Grant Application to the U.S. Department of the Interior, Bureau of Reclamation Under the Fiscal Year 2025 WaterSMART Water and Energy Efficiency Grant Program and to Execute Grant Documents Related Thereto. [Gerardo Carmona Jr., P.E., Director of Utilities]

13. BUDGET

A. Consider Approving the Fiscal Year 2024-2025 Budget Transfers for the Following: [Ascencion Alonzo, Director of Finance]
Hotel Occupancy Tax

1. Hotel Occupancy Tax Fund: FROM UTRGV Athletics; Machines & Equipment Maintenance TO Building & Structures in the amount of $26,185. [Leticia Leija, Director of Library & Cultural Arts]

14. CONSENT AGENDA

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

A. Consider Approving the Quarterly Investment Report for the Period Ending September 30, 2024, Pursuant to the Public Funds Investment Act (PFIA). [Ascencion Alonzo, Director of Finance]

B. Consider Authorizing the City Manager to Enter Into an Agreement with the Edinburg Chamber of Commerce & Edinburg Convention and Visitors Bureau for the Period of October 01, 2024 through September 30, 2025 for Funding from the General Fund Non-Departmental and Hotel Occupancy Tax Fund. [Nelda Ramirez, Assistant City Manager]

C. Consider Authorizing the City Manager to Enter Into an Agreement with the Museum of South Texas History for the Period of October 01, 2024 through September 30, 2025 for Funding from the General Fund Non-Departmental and Hotel Occupancy Tax Fund. [Nelda Ramirez, Assistant City Manager]

D. Consider Authorizing the City Manager to Enter Into a Counter-Part Agreement with North Alamo Water Supply Corporation (NAWSC) and a Two-Party Agreement with MB Rios Investment, LLC, to Provide Water Service to Rios Court Subdivision and Execute any Other Documents Relating

Thereto. [Gerardo Carmona Jr., P.E., Director of Utilities]

E. Consider Authorizing the City Manager to Enter into a Waterline Access Agreement with North Alamo Water Supply Corporation (NAWSC) to Provide Fire Protection Services to Jaguar Heights Subdivision. [Gerardo Carmona, Jr, P.E., Director of Utilities]

15. OTHER NEW BUSINESS

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

16. EXECUTIVE SESSION

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

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

B. Deliberation Regarding Real Property. (§551.072. Deliberation Regarding Real Property; Closed Meeting)

C. Personnel Matters. (§551.071. Personnel Matters; Closed Meeting)

D. Deliberation Regarding Economic Development Matters - Project Joe. (§551.087. Economic Development Negotiations; Closed Meeting)

E. Deliberation Regarding Economic Development Matters. (§551.087. Economic Development Negotiations; Closed Meeting)

OPEN SESSION

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

17. ADJOURNMENT

I hereby certify this Notice of a City Council Meeting was posted in accordance with the Open Meetings Act, at the City Offices of the City of Edinburg, located at the 415 West University entrance outside bulletin board, visible and accessible to the general public during and after regular working hours. This notice was posted on November 01, 2024 at 9:45 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: November 5, 2024
PROCLAMATION/RECOGNITION
Agenda Item No: 5.A.
Proclamation: Municipal Courts Week

1. **Agenda Item:**
   Presentation of Proclamation Recognizing November 4-8, 2024 as Municipal Courts Week. [Maribel Velasquez, Court Administrator]

2. **Description:**
   The Edinburg Municipal Court has existed since August 24, 1926, and serves as the local justice center for the enforcement of local ordinances and fine-only state offenses that protect the peace and dignity of our community.

   The Edinburg City Council recognize the accomplishments of the Texas Municipal Court, and salute their critical role in preserving public safety, protecting the quality of life in Texas communities, and criminal cases for all defendants, including indigent defendants, and support the Edinburg Municipal Court in complying with such legal requirements.

3. **Staff's Recommendation:**
   Present proclamation recognizing November 4-8, 2024 as Municipal Courts Week.

Reviewed by:
Maribel Velasquez, Court Administrator

Prepared by:
Cecilia Jimenez, Senior Court Clerk

Attachments:
A. Municipal Courts Week Proclamation 2024

PROCLAMATION

MUNICIPAL COURTS WEEK
NOVEMBER 4-8, 2024

WHEREAS, the Edinburg Municipal Court has existed since August 24, 1926, and serves as the local justice center for the enforcement of local ordinances and fine-only state offenses that protect the peace and dignity of our community; and,

WHEREAS, municipal courts play a significant role in preserving public safety and promoting quality of life in Texas; and,

WHEREAS, more people come in contact with municipal courts than all other Texas courts combined. The public's impression of the Texas judicial system is largely dependent upon their experience in a municipal court; and,

WHEREAS, the procedures for the Edinburg Municipal Court operations are set forth in the Texas Code of Criminal Procedure and other laws of the State of Texas; and,

WHEREAS, the Edinburg Municipal Court Judge and clerks continuously strive to improve the administration of justice through participation in judicial education programs, seminars and workshops; and,

WHEREAS, the City of Edinburg is committed to the notion that our legal system is based on the principle that an independent, fair, and competent judiciary will interpret and apply the laws that govern us and the judges. The court personnel should comply with the law and act in a manner that promotes public confidence in the integrity and impartiality of judiciary justice; and,

WHEREAS, the Edinburg City Council recognizes the accomplishments of the Texas Municipal Courts, and salutes their critical role in preserving public safety, protecting the quality of life in Texas communities, and criminal cases for all defendants, including indigent defendants, and supports the Edinburg Municipal Court in complying with such legal requirements.

NOW, THEREFORE, I, RAMIRO GARZA, JR., MAYOR OF THE CITY OF EDINBURG, TX: By the power vested in me by law, do hereby proclaim November 4-8, 2024:

MUNICIPAL COURTS WEEK

During this week, we encourage all residents to visit the Edinburg Municipal Court and get to know the municipal court staff.

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 5th day of November, 2024.

CITY OF EDINBURG, TEXAS

By: _____
Ramiro Garza, Jr., Mayor

ATTEST:

By: _____
Clarice Y. Balderas, City Secretary

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: November 5, 2024
PRESENTATIONS AND REPORTS
Agenda Item No: 7.A.
Presentation: Alberta Road Reconstruction Project

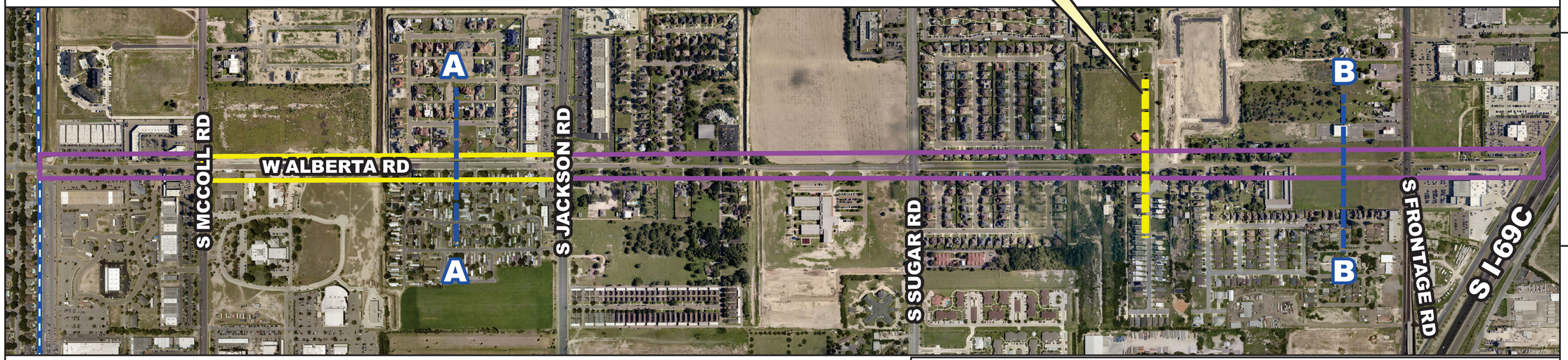
1. **Agenda Item:**
   Presentation and Discussion on the Alberta Road Reconstruction Project. [Mardoqueo Hinojosa, P.E., CFM, City Engineer]

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

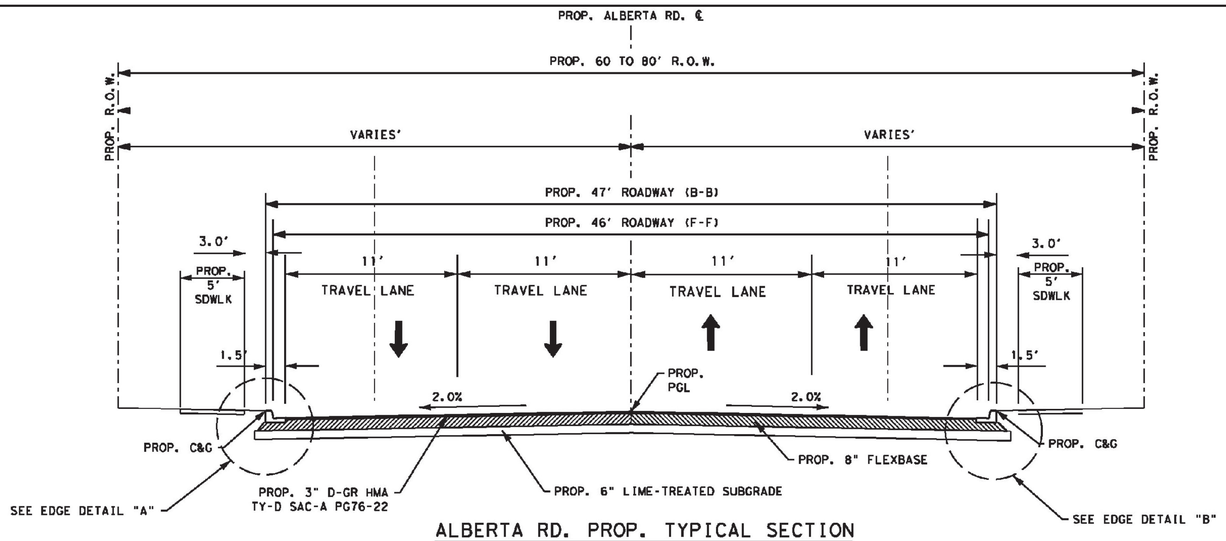
3. **Staff's Recommendation:**
   Presentation and discussion on the Alberta Road Reconstruction Project.

Reviewed by:		**Prepared by:**
Tomas Reyna, Assistant City Manager	Final Approval - 11/1/2024	Mardoqueo Hinojosa, City Engineer

Attachments:
A. Alberta Road Full Project Exhibit
B. Proposed Alberta_Closner Exhibit
C. Closner and Alberta - Vehicle Report
D. Closner and Alberta - Vehicle Report by Hour
E. Email TxDOT



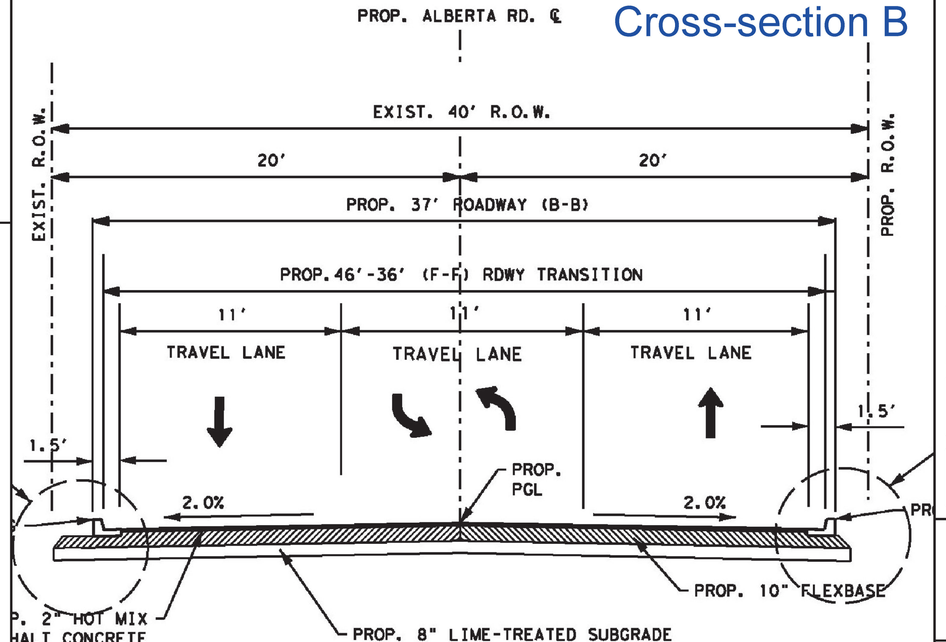
Cross-section A



ALBERTA RD. PROP. TYPICAL SECTION

STA. 12+02.18 TO STA. 24+92.74
STA. 54+45.63 TO STA. 69+82.64
STA. 81+96.95 TO STA. 96+56.62

Cross-section B



ALBERTA RD. PROP. TYPICAL SECTION

STA. 96+56.62 TO STA. 100+28.59 (F-F RDWY TRANSITION 46'-36')
STA. 100+28.61 TO STA. 131+00 (EXIST. ROW 40')

THE CITY OF EDINBURG TEXAS

Map Disclaimer:

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

Legend

- PHASE I
- PHASE II
- CITY LIMITS

PROJECT NAME:
ALBERTA RD RECONSTRUCTION

REQUESTED BY:
ENGINEERING DEPARTMENT

DATE:
AUGUST 10, 2023

CREATED BY:
ENGINEERING DEPT - GIS DIVISION

SCALE: NTS SHEET 1 OF 1

ALBERTA RD & CLOSNER BLVD INTERSECTION
CONCEPTUAL VIEW

THE CITY OF EDINBURG
TEXAS

SPEED DATA ANALYSIS

Location

closner alberta nb northside
Latitude: 0.000000
Longitude: 0.000000

Analysis Time Period

Start	End
9/12/2024 12:00 AM	9/13/2024 12:00 AM

Speed Limit

55

Vehicles Analyzed

10,879

85th Percentile Speed

54

Fastest Speed

76

Slowest Speed

7

Default Report Title
Use Preferences to Define Titles

Site Code: {Site Code}
Station ID: {Station ID}
Location 1: {Location 1}
Location 2: {Location 2}
Location 3: {Location 3}
Location 4: {Location 4}

Comment 1: {Comment 1}
Comment 2: {Comment 2}
Comment 3: {Comment 3}
Comment 4: {Comment 4}
Latitude: {Latitude}
Longitude: {Longitude}

9/12/2024 Time	North, Slow lane	North, Fast lane off bridge		Total
12:00 AM	4	60		64
1:00	8	31		39
2:00	8	26		34
3:00	16	35		51
4:00	9	59		68
5:00	26	143		169
6:00	106	333		439
7:00	304	616		920
8:00	278	599		877
9:00	142	445		587
10:00	167	427		594
11:00	178	427		605
12:00 PM	178	427		605
1:00	208	422		630
2:00	184	442		626
3:00	209	433		642
4:00	286	571		857
5:00	269	553		822
6:00	200	541		741
7:00	113	429		542
8:00	61	286		347
9:00	46	230		276
10:00	26	190		216
11:00	11	116		127
Total	3037	7841		10878
Percent	27.9%	72.1%		
AM Peak	7:00	7:00		7:00
Volume	304	616		920
PM Peak	4:00	4:00		4:00
Volume	286	571		857
Grand Total	3037	7841		10878
Percent	27.9%	72.1%		
ADT		ADT: 10,878	AADT: 10,878	

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.

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A Texas Department of Transportation message

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: November 5, 2024
OTHER BUSINESS
Agenda Item No: 8.A.
State Highway 68 (SH68)

1. **Agenda Item:**
Discussion and Possible Action Regarding State Highway 68 (SH68). [Myra L. Ayala, City Manager]

2. **Description:**
Since its inception in 2014, the purpose of the State Highway 68 (SH68) project was initiated to improve north-south mobility due to the area's high traffic volumes and population growth. The SH68 project will consist of the construction of a state highway located in eastern Hidalgo County from US83/I2 to US281/I69. The highway will be approximately a total length of 22 miles from the City of Donna to the City of Edinburg.

The original alignment of SH68 was designed to connect the International Bridge Trade Corridor to I-69C, passing directly by the South Texas International Airport at Edinburg along FM 490.

The City of Edinburg has advocated for this alignment because this connection is essential to the vision and efforts of transforming the airport into a freight hub, which will play a key role in driving trade and economic growth for the region.

The South Texas International Airport is also critically important to border security and regional safety. The state has consistently made significant investments in the airport because of its pivotal role in supporting border security operations.

In 2023, the city received $10 Million in state funding to continue to improve the airport, which will not only enhance security and promote safety through the presence of the Texas Department of Public Safety, U.S. Customs and Border Patrol, and regional air medical services, but provide a positive economic development impact for the entire Rio Grande Valley.

When the Texas Department of Transportation issued a draft Environmental Impact Statement in March 2018, it reflected a proposed new connection and alignment. The City of Edinburg was not consulted of the new proposed realignment and was only recently made aware. This realignment would shift SH68 further northeast of the South Texas Airport at Edinburg connecting I-69C north of FM490 and would be located outside our city limits, bypassing the airport.

Upon learning of the realignment, through landowners being affected by the change, the City reached out to TxDOT to discuss maintaining the original alignment. To date, the City is still receiving letters from landowners opposing the new alignment due to the negative effects it will have on their homes, cattle, and land.

On numerous occasions, the City has met with TxDOT representatives, including Pete Alvarez, TxDOT District Engineer, to express our concerns regarding the realignment.

On August 20, 2024, Pete Alvarez, TxDOT District Engineer, conducted a presentation to the

Edinburg City Council to present options, of which none of the options were viable to the City of Edinburg.

On October 1, 2024, the Edinburg City Council passed a resolution opposing the proposed SH68 realignment. The resolution, along with a letter expressing our opposition to the new alignment, was sent to Marc D. Williams, TxDOT Executive Director, on October 7, 2024.

On October 31, 2024, State Representative Terry Canales held a press conference regarding SH68, raising concerns about the original alignment having a proposed traffic light that would cause traffic congestion at the intersection of FM490, the possible loss of funding, and the FAA height limitations. It has been confirmed, through a press release made by Senator Juan "Chuy" Hinojosa, where he states that he has verified with TxDOT leadership that there will be no traffic light at the proposed intersection of US 281/IH-69 and SH68, but instead have a seamless connection that will not cause backups for commercial vehicles; there will be no loss of funding for SH68 project because the project is already fully funded; and regarding exceeding FAA height limitations, as it relates to the flyover, TxDOT is recommending an underpass.

The original alignment is vital to our city, the future of our airport, and the region's economic growth as it ensures direct access between the airport and international trade corridors.

3. <u>Staff's Recommendation:</u>
Discussion and Possible Action Regarding State Highway 68 (SH68).

Reviewed by:

Prepared by:
Myra L. Ayala, City Manager

<u>Attachments:</u>
None

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: November 5, 2024
PUBLIC HEARINGS
Agenda Item No: 9.A.
Ordinance: Rezoning Request K & Z Developers LTD.

1. **Agenda Item:**
Hold Public Hearing and Consider the Ordinance Providing for the Rezoning Request from Residential, Primary (RP) District to Residential, Multi-family (RM) District, a Tract of Land Containing 10.397 Acres Situated in the County of Hidalgo, Texas, Being Out of Lot 3, Section 275, Texas-Mexican Railway Company's Survey, According to the Plat Thereof Recorded in Volume 24, Pages 168-171, Hidalgo County Deed Records, Located at 3000 West Sprague Street, as Requested by Melden and Hunt, Inc. on Behalf of K & Z Developers LTD. [Jaime Acevedo, Director of Planning & Zoning]

2. **Description:**
This property is located on the southwest corner of West Sprague Street and South McColl Road. The portion of the property that is being considered for this zoning has 433.38 feet of frontage along West Sprague Road and a lot depth of 1,045 feet for a total lot area of 10.397 Acres (Gross). The requested zoning designation is the Residential, Multi-family (RM) District, which is a high intensity residential district intended to accommodate various multifamily residential uses (2 or more dwelling units on a single lot). The district includes auto-urban and higher densities meant to meet the community's need for infill and rental housing. The applicant is seeking a zone change to establish a multi-family residential development at this location.

Adjacent zoning districts are Residential, Primary (RP) District to the north and east, Commercial, General (CG) District and south, and Residential, Multi-family (RM) District to the west. Surrounding land consists of a mix of commercial uses, single-family residential uses, and vacant land. The future land use designation for this property is for Urban and Auto-Urban uses. This property was rezoned from R-A1, Single Family Residence District and C- 0 Office Business District to C-2, General Business District on February 7, 2006. A portion of this property was rezoned from Commercial, General (CG) District to Neighborhood Conservation 5 (NC5) District on June 7, 2022.

Staff mailed a notice of the public hearing to 38 neighboring property owners on Friday, September 27, 2024, and received no comments in favor and 4 against this request at the time this report was prepared. Notice of this public hearing was published in the newspaper on October 16, 2024.

On October 3, 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, Primary (RP) District to Residential, Multi-family (RM) District, based on adjacent zoning districts and densities in the area. If approved, the applicant will need to comply with all requirements during the permitting

process including compliance with subdivision regulations, building/fire codes, fire protection, parking, landscape buffer-yards, solid waste services, utility, and other City requirements, as applicable.

Reviewed by:
Jesus Saenz, Assistant City Manager

Prepared by:
Jaime Acevedo, Director of Planning and Zoning

Attachments:

A. City Council Agenda Packet Attachments
B. Ordinance

MEETING DATES:
PLANNING & ZONING COMMISSION – 10/10/24
CITY COUNCIL – 11/5/24
DATE PREPARED – 10/2/24

STAFF REPORT
GENERAL INFORMATION

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

APPLICANT: K & Z Developers LTD.

AGENT: Melden and Hunt, Inc.

LEGAL: A tract of land containing 10.397 Acres situated in the County of Hidalgo, Texas, being out of Lot 3, Section 275, Texas-Mexican Railway Company's Survey, according to the plat thereof recorded in Volume 24, Pages 168-171, Hidalgo County Deed Records

LOCATION: 3000 West Sprague Road

LOT/TRACT SIZE: 10.397 Acres (gross)

CURRENT USE: Vacant land

PROPOSED USE: Multi-family Residential Development

EXISTING ZONING: Residential, Primary (RP) District

ADJACENT ZONING:
North – Residential, Primary (RP) District
South – Commercial, General (CG) and Residential, Multi-family (RM) District
East – Residential, Primary (RP) District
West – Residential, Multi-family (RM) District

LAND USE PLAN: Auto-Urban and Urban Uses

PUBLIC SERVICES: City of Edinburg Water and Sewer

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

REZONING REQUEST
MELDEN AND HUNT, INC.

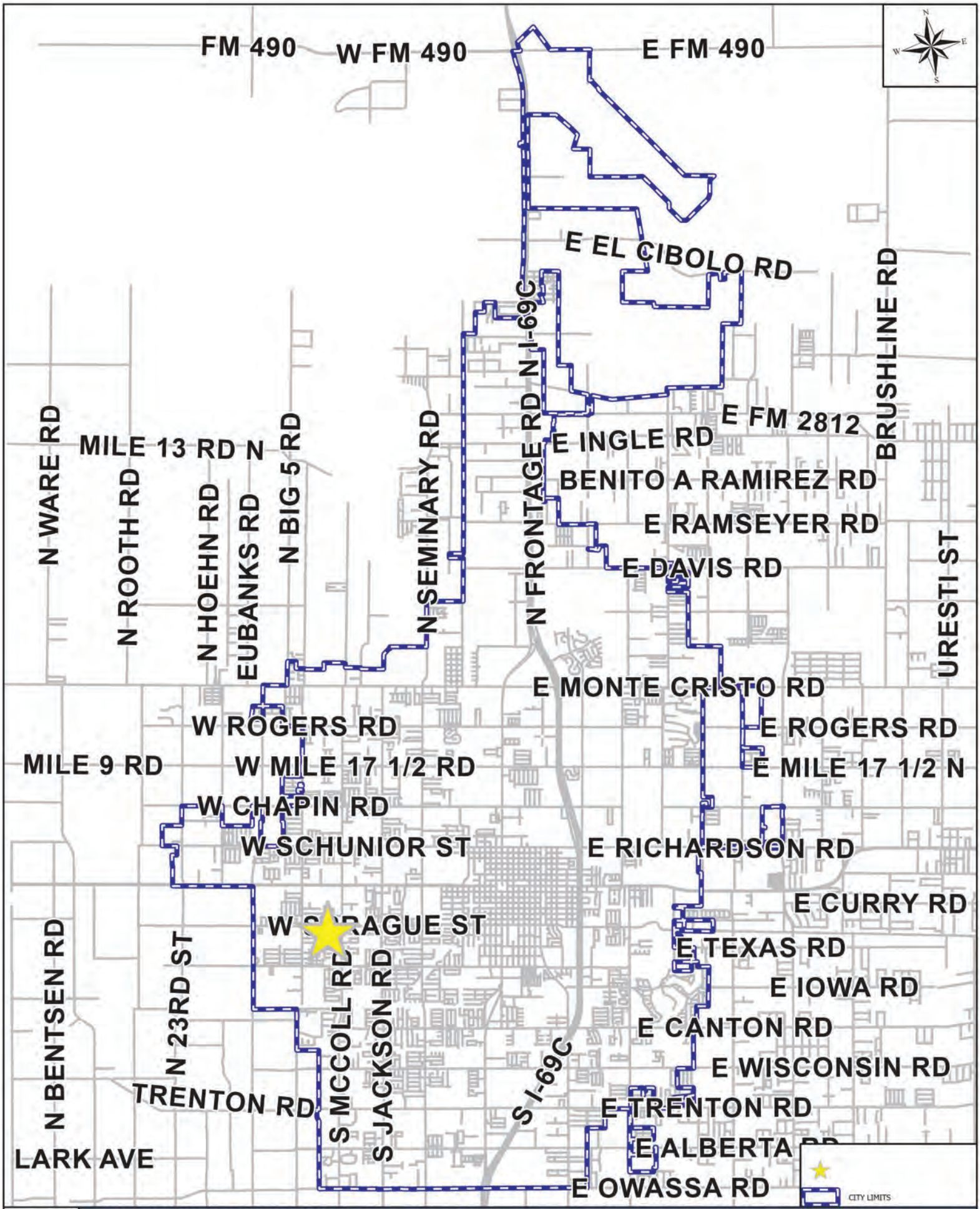
EVALUATION

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

1. Surrounding land consists of a mix of single-family residential uses, commercial uses, and vacant land.
2. The proposed zoning would be consistent with adjacent zoning districts, surrounding land uses and densities in the area.
3. The proposed zoning is consistent with the Future Land Use Plan.

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

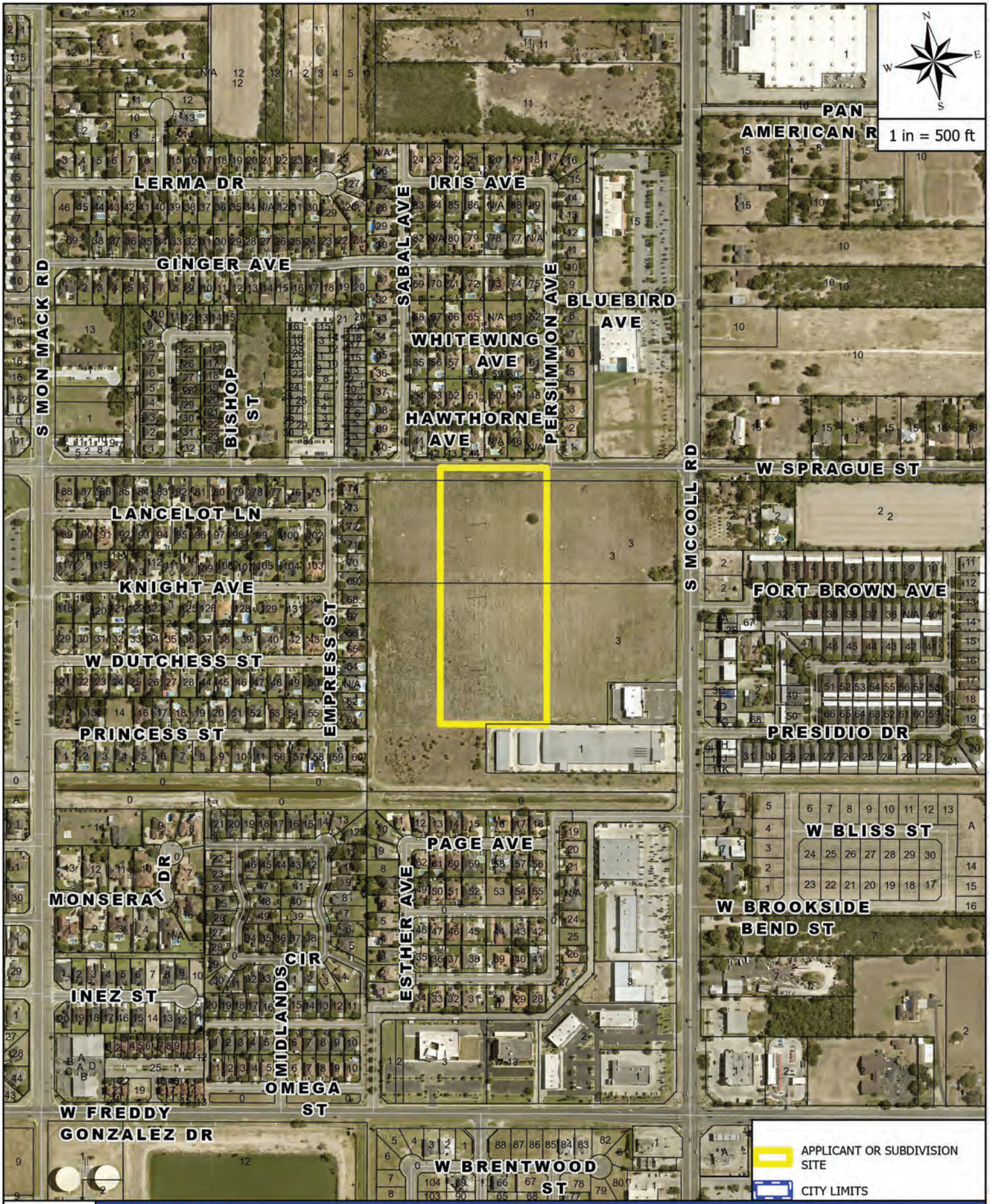
Staff mailed a notice of the public hearing to 38 neighboring property owners on Friday, September 27, 2024, and received no comments in favor and 4 against this request at the time this report was prepared. Notice of this public hearing was published in the newspaper on October 16, 2024.



EDINBURG NEW DEVELOPMENT MAP

APPLICANT AND/OR SUBDIVISION:

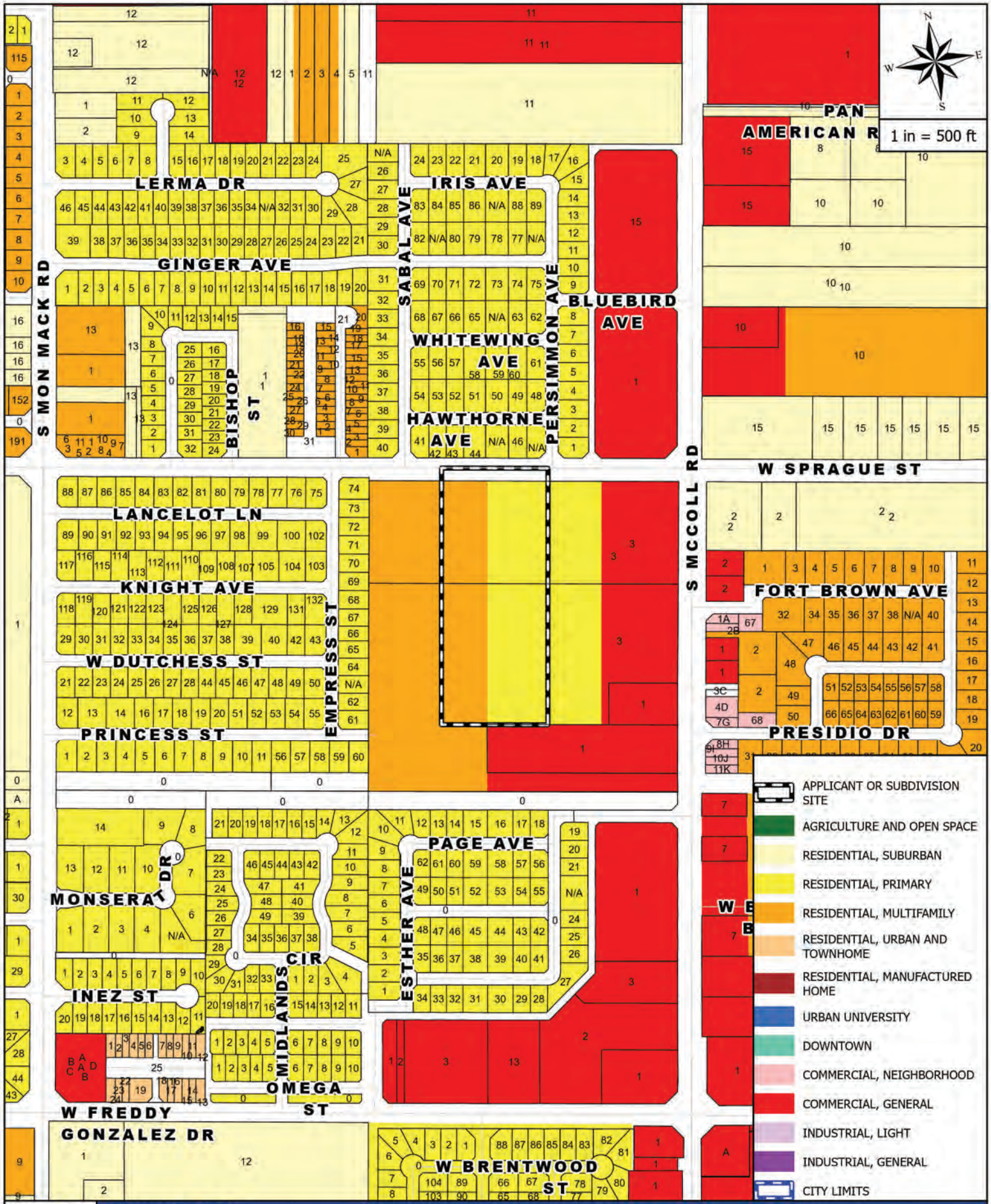
RZNE-2024-0236 3000 W SPRAGUE ST - MELDEN & HUNT, INC RP TO RM



AERIAL MAP

APPLICANT AND/OR SUBDIVISION:

RZNE-2024-0236 3000 W SPRAGUE ST - MELDEN & HUNT, INC RP TO RM

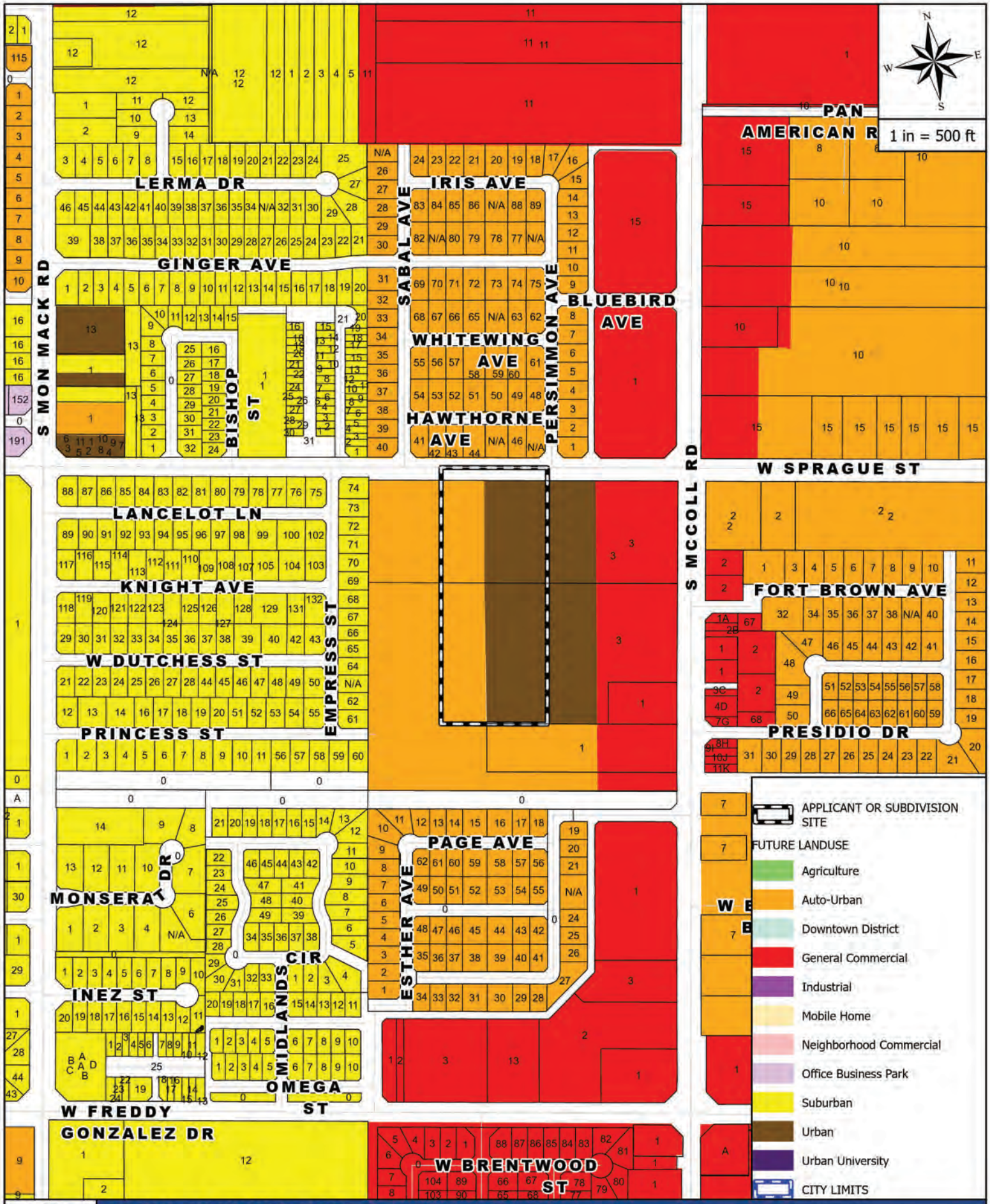


THE CITY OF EDINBURG TEXAS

ZONING MAP

APPLICANT AND/OR SUBDIVISION:

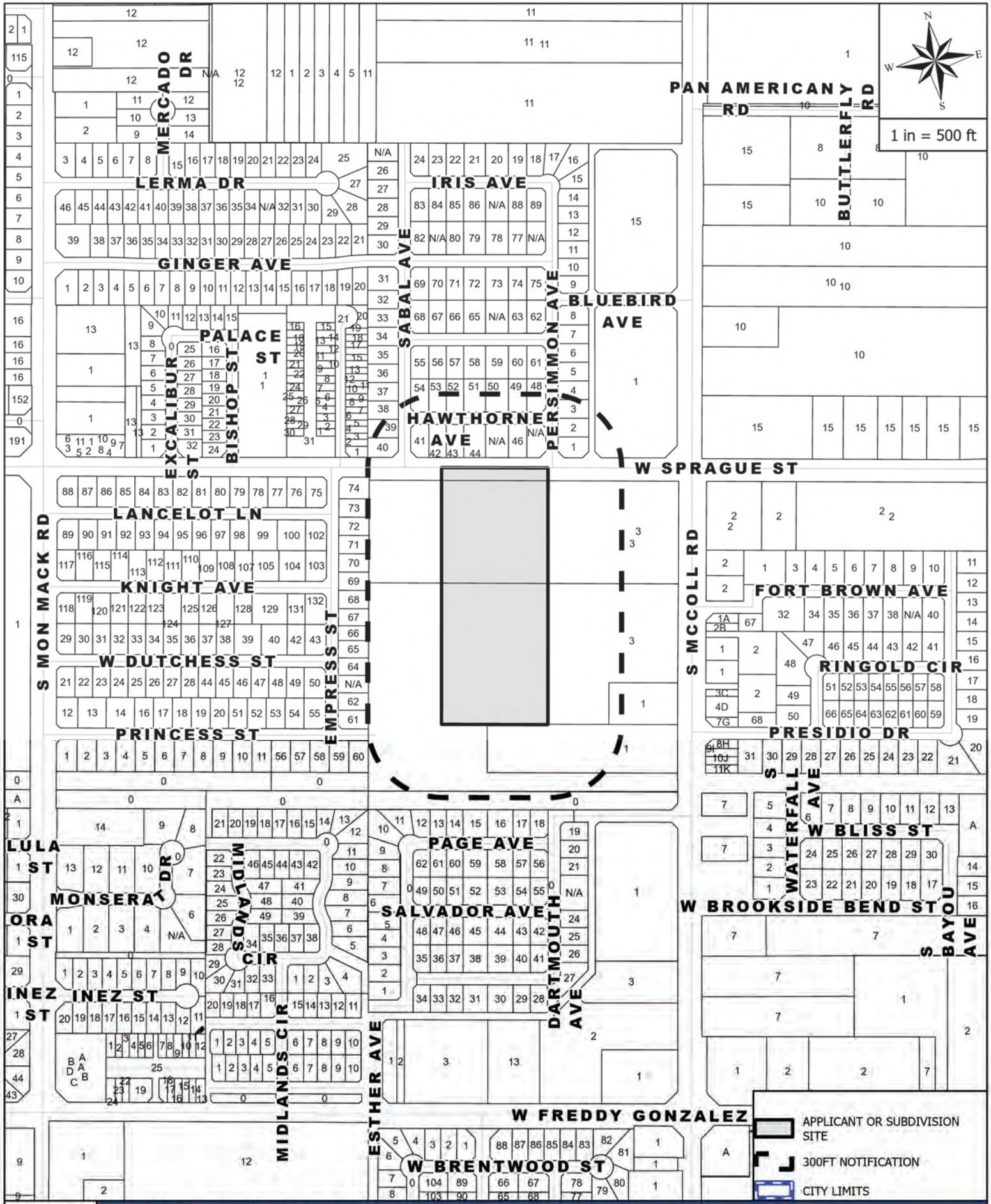
RZNE-2024-0236 3000 W SPRAGUE ST - MELDEN & HUNT, INC RP TO RM



FUTURE LANDUSE MAP

APPLICANT AND/OR SUBDIVISION:

RZNE-2024-0236 3000 W SPRAGUE ST - MELDEN & HUNT, INC RP TO RM



MAILOUT AND SITE MAP

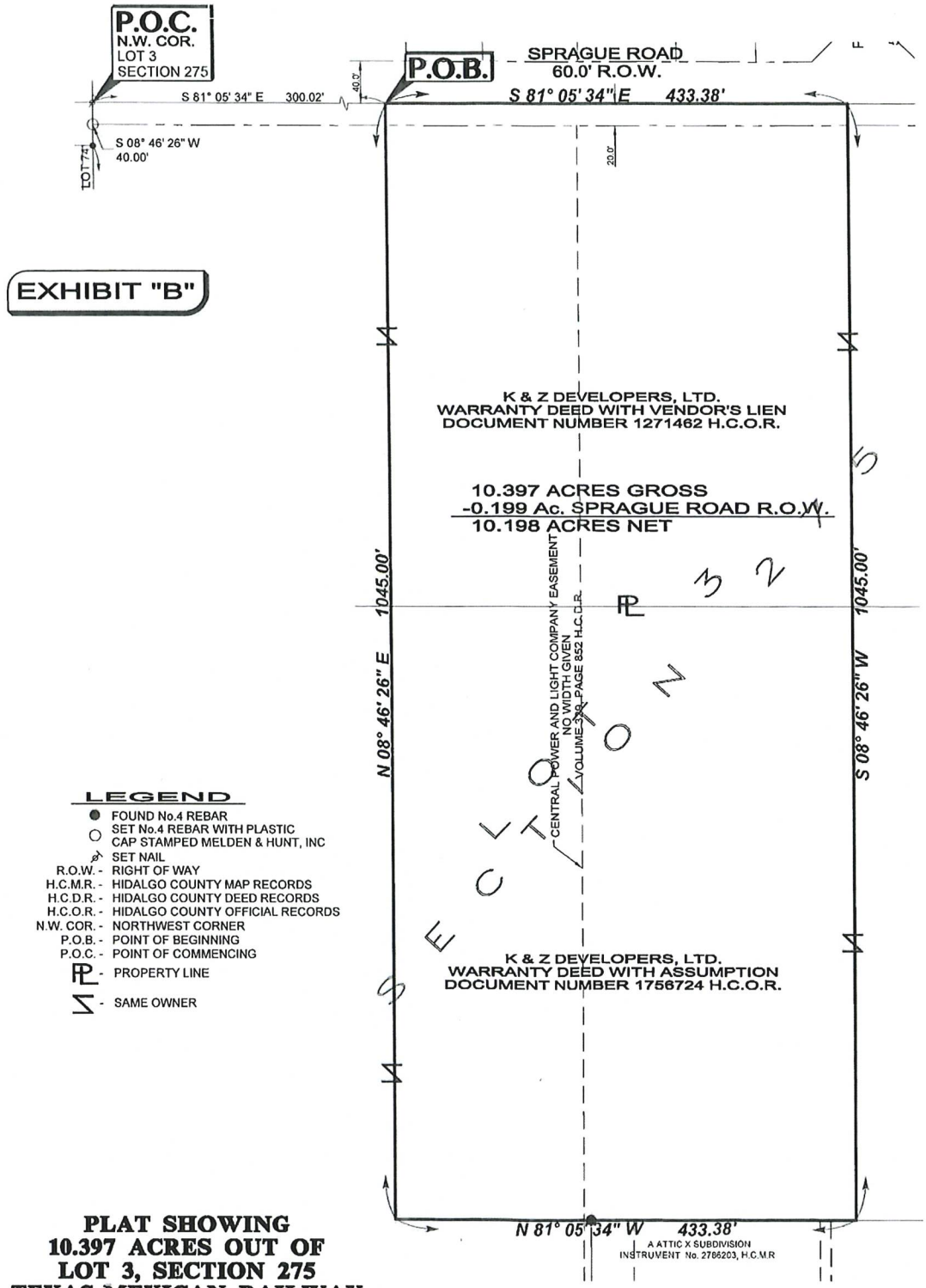
APPLICANT AND/OR SUBDIVISION:

RZNE-2024-0236 3000 W SPRAGUE ST - MELDEN & HUNT, INC RP TO RM

Rezoning Request Site Photo

Melden and Hunt, Inc.
3000 West Sprague Street

FROM RESIDENTIAL PRIMARY TO RESIDENTIAL MULTIFAMILY



LEGEND

- ● FOUND No.4 REBAR
- ○ 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
- N.W. COR. - NORTHWEST CORNER
- P.O.B. - POINT OF BEGINNING
- P.O.C. - POINT OF COMMENCING
- PROPERTY LINE
- SAME OWNER

PLAT SHOWING 10.397 ACRES OUT OF LOT 3, SECTION 275 TEXAS-MEXICAN RAILWAY COMPANY'S SURVEY VOLUME 24, PAGES 168-171, H.C.D.R. HIDALGO COUNTY, TEXAS

NOTES:

1. SURVEY IS VALID ONLY IF PRINT HAS ORIGINAL SEAL AND SIGNATURE OF SURVEYOR.
2. BEARING BASIS IS FROM THE No. 4 REBAR FOUND AT THE NORTHEAST CORNER OF LOT 74, VICTORIA HEIGHTS SUBDIVISION PHASE III ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 41, PAGE 45 H.C.M.R. AND THE NAIL SET AT THE NORTHEAST CORNER OF THIS TRACT.
3. ALL BEARINGS AND DISTANCES AS PER TEXAS COORDINATE SYSTEM SOUTH ZONE 4205, GRID COORDINATES.
4. 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.

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 8/5/2024 UNDER MY DIRECTION AND SUPERVISION.

09/04/2024

ROBERTO N. TAMEZ, RPLS No. 6238 DATE:

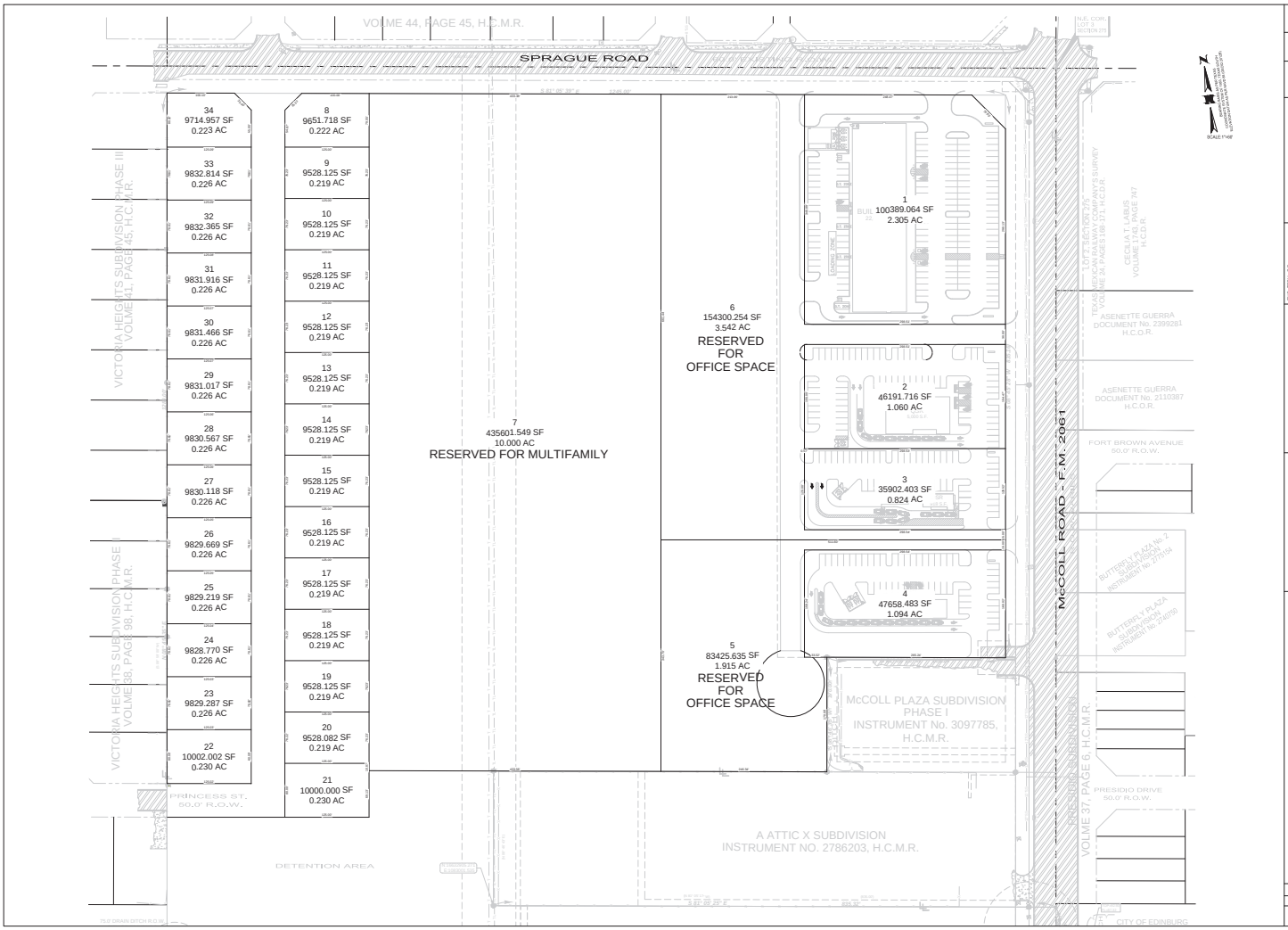
STATE OF TEXAS REGISTERED ROBERTO N. TAMEZ 6238 PROFESSIONAL LAND SURVEYOR

MELDEN & HUNT INC.
CONSULTANTS • ENGINEERS • SURVEYORS
TBPELS No.10096900

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

BOOK: T-, PG.
DATE: 09/03/2024
JOB No. 24109.07 COZ
FILE NAME: 24109.07 COZ
DRAWN BY: J.G.

© COPYRIGHT 2024 MELDEN & HUNT, INC. ALL RIGHTS RESERVED



JOB No. 21151

DATE	BY

MELDEN & HUNT, INC.
CONSULTING ENGINEERS • SURVEYORS
115 W. McINTYRE - EDINBURG, TX. 78541
P.O. BOX 1984 - EDINBURG, TX. 78540-1984
E-mail: info@mbh-hunt.com - www.mbh-hunt.com
TBPE Firm F-2312 TBPLS Firm 10018800

DWG. TRACK. CH.
1 INCLUDE DWG FILE
2 BOOK: PG.
3 INSERT AREA (DATE)
4 INSERT AREA (DATE)
5 INSERT AREA (DATE)
SCALE 1" = 60'

THE FALLS
MASTER PLAN
EDINBURG, HIDALGO COUNTY, TEXAS

OVERALL MASTER PLAN

Copyright 2018 Melden & Hunt, Inc. All Rights Reserved.

File Name: THE DISTRICT

SHEET 1 OF 1

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

THE CITY OF Edinburg

Zone Change Application

ENERGOV CASE #

Date: **August 26, 2024**

1. Property Owner (required): **K&Z Developers LTD** 2. Phone: **(956) 789-4897**

3. Mailing Address: **824 E. Hackberry Ave STE 110**

4. City: **McAllen** State: **Texas** Zip: **78501**

5. Owner's Email: **ezegaib@me.com** 6. Cell No. **(956) 789-4897**

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: **931 S. MCCOLL RD & 1001 S. MCCOLL RD**

13. Legal Description of Property: 14. Property ID(s): **297246 & 297248**

34.832 +/- Acres out of Lot 3, Section 275 Texas-Mexican Railway Company's Survey

Volume 24, Pages 168-171 H.C.D.R

15. Zone Change: From: _____ To: _____

16. Existing Land Use: **Vacant**

17. Reason for Zone Change: **For development purposes**

Mario A. Reyna
(Please Print Name)

Signature

OFFICE USE ONLY

REVIEWED BY _____ DATE RECEIVED 9/6/24

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

THE CITY OF Edinburg

NOTIFICATION

Dear Property Owner:

A public hearing will be held on **Thursday, October 10, 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 RESIDENTIAL, PRIMARY (RP) DISTRICT TO RESIDENTIAL, MULTIFAMILY (RM) DISTRICT, A TRACT OF LAND CONTAINING 10.397 ACRES SITUATED IN THE COUNTY OF HIDALGO, TEXAS, BEING OUT OF LOT 3, SECTION 275, TEXAS-MEXICAN RAILWAY COMPANY'S SURVEY, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 24, PAGES 168-171, HIDALGO COUNTY DEED RECORDS, LOCATED AT 3000 WEST SPRAGUE STREET, AS REQUESTED BY MELDEN AND HUNT, INC. ON BEHALF OF K & Z DEVELOPERS LTD.

This district is a high intensity residential district intended to accommodate various multifamily residential uses (2 or more dwelling units on a single lot).

This request is scheduled to be heard by the **City Council on Tuesday, November 5, 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, October 9, 2024
EMAIL: planning@cityofedinburg.com by Wednesday, October 9, 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: No!! This is a Residential area and we want it kept that way. Rezoning will lead to more traffic and crime in this area.

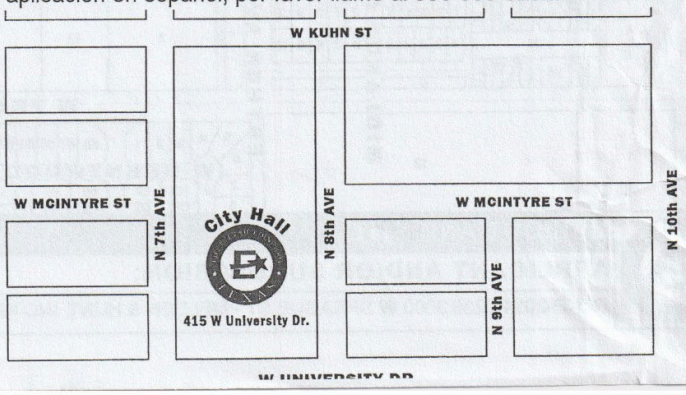
Print Name: John T. Peña Phone No.

Address: 3009 Hawthorne Avenue City: Edinburg State: Texas Zip: 78539

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



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

Comments: I am not in favor and do not support this rezoning request. Rezoning this area will increase an already bad traffic congestion on W. Sprague & S. McColl Rd.

Print Name: Julio Salazar Phone No.

Address: 713 Sabal Ave. City: Edinburg State: TX Zip: 78539

NOTIFICACIÓN

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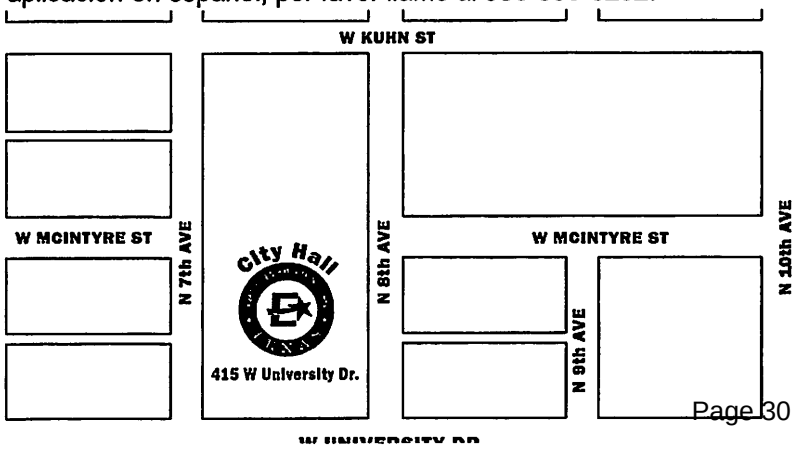

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☐ In Favor/A Favor ☑ Against/En Contra ☐ No Comments/No Comentario

Comments: Increased traffic, increased flooding, lower property value, destruction of natural land

Print Name: Adib Ullah Phone No. (956) 252-5563

Address: 720 Persimmon Ave. City: Edinburg State: Tx. Zip: 78539

NOTIFICACIÓN

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City of Edinburg
PO BOX 1079
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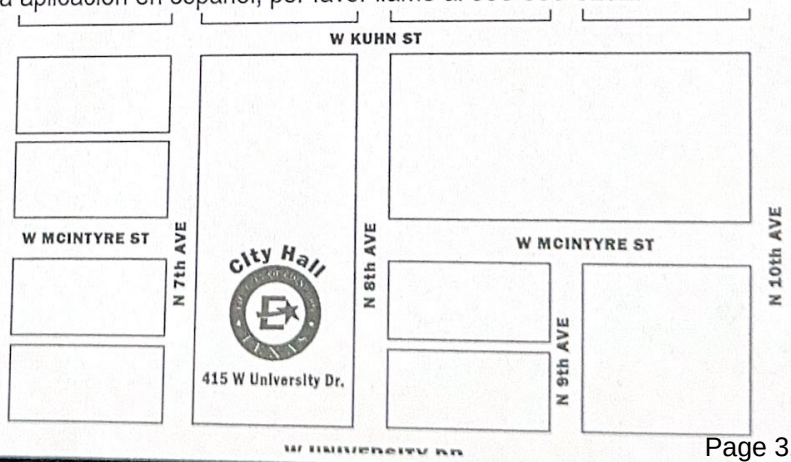

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☐ In Favor/A Favor ☑ Against/En Contra ☐ No Comments/No Comentario

Comments: INFRASTRUCTURE ON SPRAGUE IS NOT ADEQUATE TO HANDLE TRAFFIC OR FLOODING.

Print Name: JORGE A. BOTELLO Phone No. 956-212-8501

Address: 3120 HAWTHORNE AVE City: EDINBURG State: TX Zip: 78539

NOTIFICACIÓN

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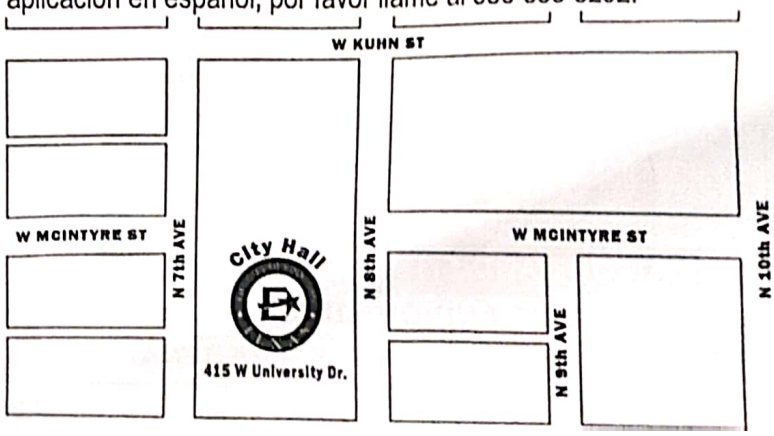

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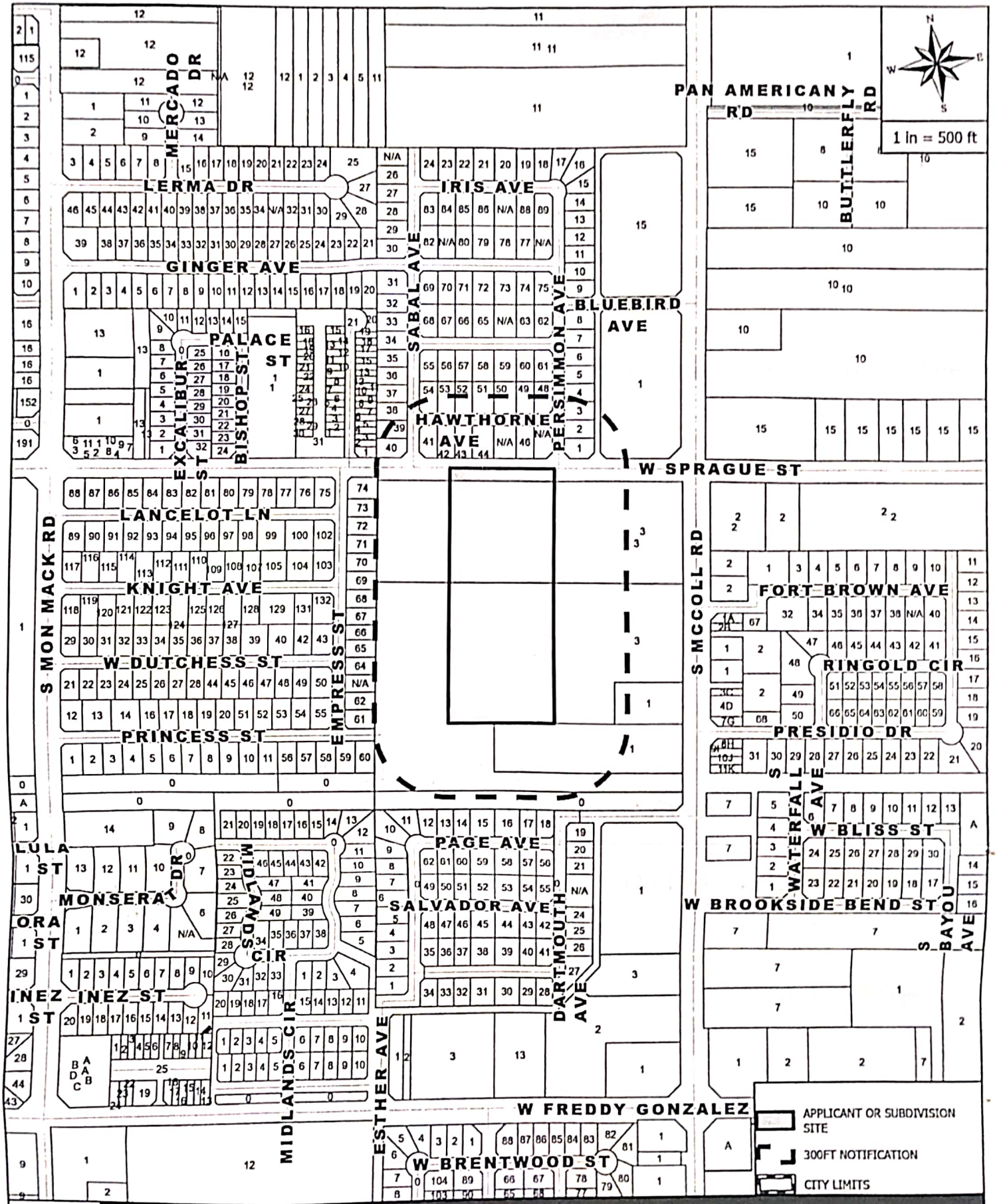


MAILOUT AND SITE MAP

APPLICANT AND/OR SUBDIVISION:

RZNE-2024-0236 3000 W SPRAGUE ST - MELDEN & HUNT, INC RP TO RM

PID: 633234 .

PID: 668608 .

PID: 668611 ABRAHAM ANNIEAMMA
3001 HAWTHORNE AVE
EDINBURG, TX 78539-3470

PID: 633233 BELTRAN JANELLE AISSA
1008 EMPRESS ST
EDINBURG, TX 78539

PID: 651940 BOOKOUT TODD C
PO BOX 3362
MCALLEN, TX 78502-3362

PID: 668605 CABRERA JOSE EDUARDO & MARTHA H SALAZAR TORRES
3112 HAWTHORNE AVE
EDINBURG, TX 78539-3484

PID: 633237 EAST MIKE
906 EMPRESS ST
EDINBURG, TX 78539-3403

PID: 651937 GARZA ENRIQUE & YOLANDA
840 EMPRESS ST
EDINBURG, TX 78539-3404

PID: 668612 GUETZOW JUDITH KAY & JOHN PENA
3009 HAWTHORNE AVE
EDINBURG, TX 78539-3470

PID: 668617 HARO SANDRA
3119 HAWTHORNE AVE
EDINBURG, TX 78539-3462

PID: 668610 .

PID: 1123515 A ATTIC X LIMITED PARTNERSHIP
2805 SOUTH 77 SUNSHINE STRIP
HARLINGEN, TX 78550-8336

PID: 668466 BALDRIDGE KEVIN J
708 PERSIMMON AVE
EDINBURG, TX 78539-3469

PID: 651941 BENAVIDEZ ROBERTO G & ARMANDINA
814 EMPRESS ST
EDINBURG, TX 78539-3404

PID: 668604 BOTELLO JORGE A & MELISSA G
3010 LAKE SHORE DR
EDINBURG, TX 78539

PID: 696876 CITY OF EDINBURG
PO BOX 1079
EDINBURG, TX 78540-1079

PID: 668431 ELI-GAR LTD
2446 SAN ISIDRO PARKWAY
LAREDO, TX 78045-6393

PID: 651942 GUERRA ALMA
808 EMPRESS ST
EDINBURG, TX 78539-3404

PID: 651939 GUTIERREZ LILIANA R & ARMANDO JR
826 EMPRESS ST
EDINBURG, TX 78539-3404

PID: 668615 HUNSBERGER HEATHER LEE
3103 HAWTHORNE AVE
EDINBURG, TX 78539-3462

PID: 297248 K & Z DEVELOPERS LTD
824 E HACKBERRY AVE STE 110
MCALLEN, TX 78501-6788

PID: 633236 LEWIS MARICELA JESSE GOMEZ
910 EMPRESS ST
EDINBURG, TX 78539-3403

PID: 633235 MORA ANDREA LEIGH
914 EMPRESS ST
EDINBURG, TX 78539-3403

PID: 633232 OZUNA JUAN G JR & DELIA PEREZ
1012 EMPRESS ST
EDINBURG, TX 78539-6443

PID: 668606 POLVI EARL & NANCY
3104 HAWTHORNE AVE
EDINBURG, TX 78539-3484

PID: 1305753 RBR DEVELOPMENT & INVESTMENTS LLC & VALSEV LLC
931 S MCCOLL RD STE A
EDINBURG, TX 78539-2936

PID: 668607 ROSAS EMILIA M & MARCOS ALONZO GARCIA
3026 HAWTHORNE
EDINBURG, TX 78539-3473

PID: 668616 SALINAS OSIEL JR & NORMA
3111 HAWTHORNE AVE
EDINBURG, TX 78539-3462

PID: 668603 SHAHEEN FERZANDA S
725 SABAL AVE
EDINBURG, TX 78539-3758

PID: 668613 VERGARA ROLANDO & INDIRA CANTU
3017 HAWTHORNE AVE
EDINBURG, TX 78539-3470

PID: 297247 K & Z DEVELOPERS LTD
824 E HACKBERRY AVE STE 110
MCALLEN, TX 78501-6788

PID: 651943 MONRREAL MONTSERRAT
802 EMPRESS
EDINBURG, TX 78539-3404

PID: 651938 MUNOZ OLGA VERONICA MUNOZ
832 EMPRESS ST
EDINBURG, TX 78539-3404

PID: 668602 PENA SERGIO & STEPHANIE ANN
719 SABAL AVE
EDINBURG, TX 78539-3758

PID: 668467 RANGEL CRISTINA
702 PERSIMMONS AVE
EDINBURG, TX 78539-3469

PID: 668614 RODRIGUEZ EULALIO III
3025 HAWTHORNE AVE
EDINBURG, TX 78539-3470

PID: 668601 SALAZAR JULIO & KARINA GRANADOS-GALEANA
713 SABAL AVE
EDINBURG, TX 78539-3758

PID: 668609 SELLING ALL HOPE LLC
3010 HAWTHORNE AVE
EDINBURG, TX 78539-3473

PID: 668464 ULLAH ADIB
720 PERSIMMON AVE
EDINBURG, TX 78539

PID: 668465 VILLANUEVA ZULMA N & ANGEL
714 PERSIMMON AVE
EDINBURG, TX 78539-3469

PID: 651936 XIAO NAN

902 EMPRESS ST

EDINBURG, TX 78539-3403

ORDINANCE NO. _____

AN ORDINANCE AMENDING, SUPPLEMENTING, AND CHANGING THE BOUNDARIES OF RESIDENTIAL, PRIMARY (RP) DISTRICT TO RESIDENTIAL, MULTI-FAMILY (RM) DISTRICT, A TRACT OF LAND CONTAINING 10.397 ACRES SITUATED IN THE COUNTY OF HIDALGO, TEXAS, BEING OUT OF LOT 3, SECTION 275, TEXAS-MEXICAN RAILWAY COMPANY'S SURVEY, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 24, PAGES 168-171, HIDALGO COUNTY DEED RECORDS, LOCATED AT 3000 WEST SPRAGUE STREET, EDINBURG, HIDALGO COUNTY, TEXAS, FROM ONE DISTRICT TO ANOTHER; PROVIDING A REPEALER CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE; PROVIDING FOR CODIFICATION; PROVIDING A WAIVER OF THE THREE (3) SEPARATE READINGS; AND ORDAINING OTHER PROVISIONS RELATED TO THE SUBJECT MATTER HEREOF.

WHEREAS, the owner of the herein described real estate has submitted to the Planning and Zoning Commission of the City of Edinburg, Texas, a proposed amendment, and the proposed supplement and change to the boundaries of the Residential, Primary (RP) District to Residential, Multi-family (RM) District, as set out in the Unified Development Code of the City of Edinburg, Texas, heretofore finally passed, approved, and adopted by said City Council on the 9th day of August, 2022. Such proposed amendment is to change the zoning of A tract of land containing 10.397 Acres situated in the County of Hidalgo, Texas, being out of Lot 3, Section 275, Texas-Mexican Railway Company's Survey, according to the plat thereof recorded in Volume 24, Pages 168-171, Hidalgo County Deed Records, Located at 3000 West Sprague Street, Edinburg, Hidalgo County, Texas, from Residential, Primary (RP) District to Residential, Multi-family (RM) District, for a recommendation and report by said Planning and Zoning Commission; and

WHEREAS, the said Planning and Zoning Commission of the City of Edinburg, Texas, gave due notice as provided by said Unified Development Code of a public hearing to be held before said Planning and Zoning Commission, on October 10, 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 November 5, 2024 at 6:00 P.M., in the Edinburg City Hall, City Council Chambers, located at 415 West University Drive, Edinburg, Texas, which time was not less than 15 days nor more than 20 days from the date of publication, and that said public hearing was held at such time and place, and all of which procedure in the giving of notice and the holding of said public hearing is hereby ratified and confirmed as meeting all the requirements of said Unified Development Code of the City of Edinburg, Texas and applicable statutes; and

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

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

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

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

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

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

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

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

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

READ, CONSIDERED, PASSED AND APPROVED at a regular meeting of the City Council of the City of Edinburg, Texas at which a quorum was present and which was held in accordance with V.T.C.A., Government Code, Section 551.041, on the 5th day of November 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: November 5, 2024
PUBLIC HEARINGS
Agenda Item No: 9.B.
Ordinance: Rezoning Request K & Z Developers LTD.

1. **Agenda Item:**
Hold Public Hearing and Consider the Ordinance Providing for the Rezoning Request from Residential, Primary (RP) District to Commercial, General (CG) District, a Tract of Land Containing 5.196 Acres Situated in the County of Hidalgo, Texas, Being out of Lot 3, Section 275, Texas-Mexican Railway Company's Survey, According to the Plat Thereof Recorded in Volume 24, Pages 168-171, Hidalgo County Deed Records, Located at 2900 West Sprague Street as Requested by Melden and Hunt, Inc. on Behalf of K & Z Developers LTD. [Jaime Acevedo, Director of Planning & Zoning]

2. **Description:**
This property is located on the southwest corner of West Sprague Street and South McColl Road. The portion of the property that is being considered for this zoning has 216.60 feet of frontage along West Sprague Road and a lot depth of 1,045 feet for a total lot area of 5.196 Acres (Gross). The requested zoning designation is the Commercial, General (CG) District, which is the primary commercial district, meant to accommodate a wide range of commercial uses, including highway service uses and community or regional commercial, office, and service uses. It is intended to provide for a full range of community and regional scale commercial enterprises, including but not limited to retail, office, restaurant, entertainment, and service. The applicant is seeking a zone change to establish a commercial development at this location.

Adjacent zoning districts are Commercial, General (CG) District and Residential, Primary (RP) District to the north, Commercial, General (CG) District to the east and south, and Residential, Primary (RP) District to the west. Surrounding land consists of a mix of commercial uses, single-family residential uses, and vacant land. The future land use designation for this property is for Urban uses. This property was rezoned from R-A1, Single Family Residence District and C-0 Office Business District to C-2, General Business District on February 7, 2006. The property was then rezoned from Commercial, General (CG) District to Neighborhood Conservation 5 (NC5) District on June 7, 2022.

Staff mailed a notice of the public hearing to 15 neighboring property owners on Friday, September 27, 2024, and received no comments in favor and 3 against this request at the time this report was prepared. Notice of this public hearing was published in the newspaper on October 16, 2024.

On October 3, 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, Primary (RP) District to Commercial, General (CG) District, based on adjacent zoning districts, surrounding land uses and

densities in the area. If approved, the applicant will need to comply with all requirements during the permitting process including compliance with subdivision regulations, building/fire codes, fire protection, parking, landscape

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 – 10/10/24
CITY COUNCIL – 11/5/24
DATE PREPARED – 10/2/24

STAFF REPORT
GENERAL INFORMATION

APPLICATION: Rezoning Request from Residential, Primary (RP) District to Commercial, General (CG) District

APPLICANT: K & Z Developers LTD.

AGENT: Melden and Hunt, Inc.

LEGAL: A tract of land containing 5.196 acres situated in the County of Hidalgo, Texas, being out of Lot 3, Section 275, Texas-Mexican Railway Company's Survey, according to the plat thereof recorded in Volume 24, Pages 168-171, Hidalgo County Deed Records

LOCATION: 2900 West Sprague Road

LOT/TRACT SIZE: 5.196 Acres (Gross)

CURRENT USE: Vacant land

PROPOSED USE: Commercial Development

EXISTING ZONING: Residential, Primary (RP) District

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

LAND USE PLAN: Urban Uses

PUBLIC SERVICES: City of Edinburg Water and Sewer

RECOMMENDATION: Staff recommends approval of the Rezoning Request from Residential, Primary (RP) District to Commercial, General (CG) District

REZONING REQUEST
MELDEN AND HUNT, INC.

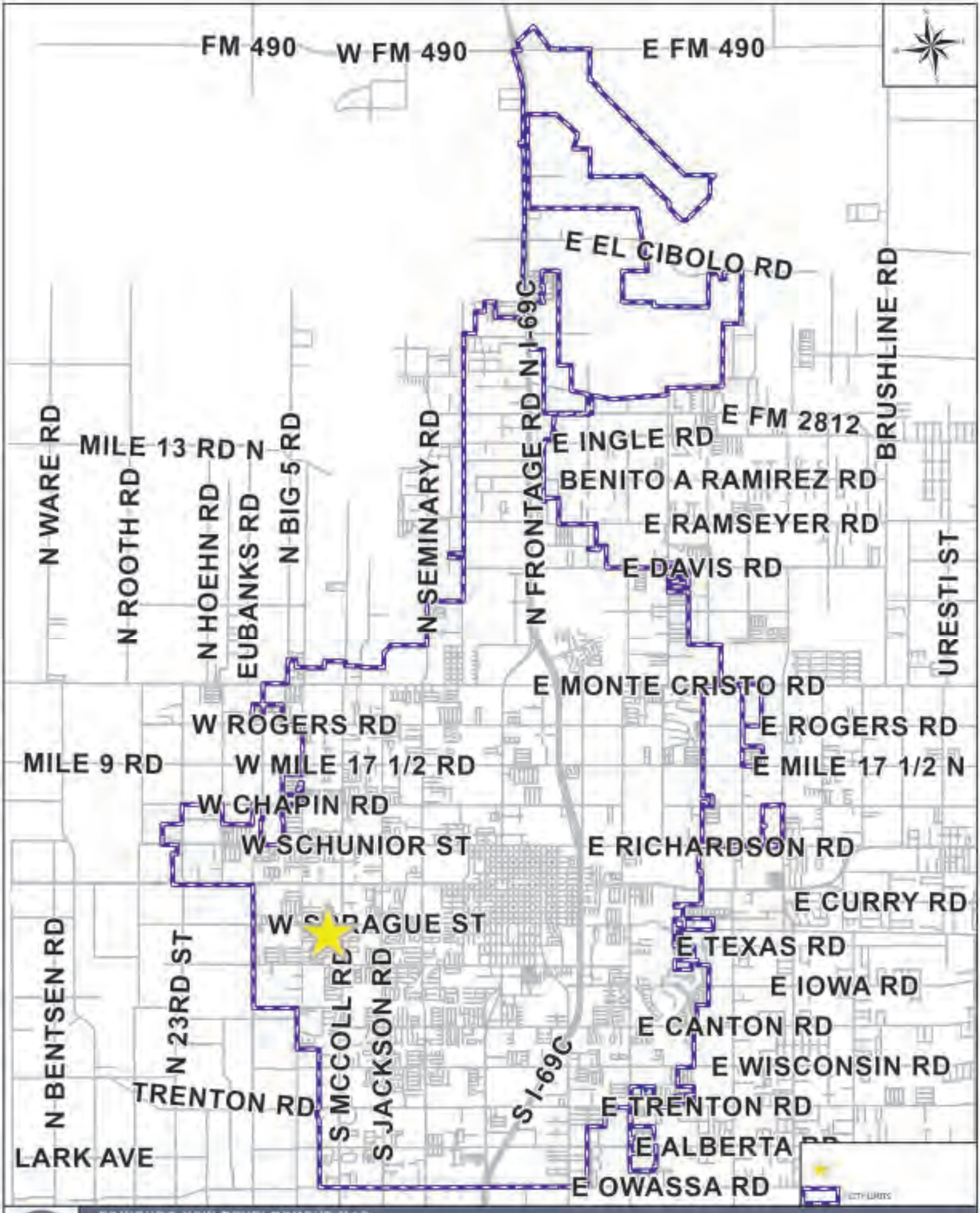
EVALUATION

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

1. Surrounding land consists of a mix of single-family residential uses, commercial uses, and vacant land.
2. The proposed zoning would be consistent with adjacent zoning districts, surrounding land uses and densities in the area.
3. The proposed zoning is inconsistent with the Future Land Use Plan.

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

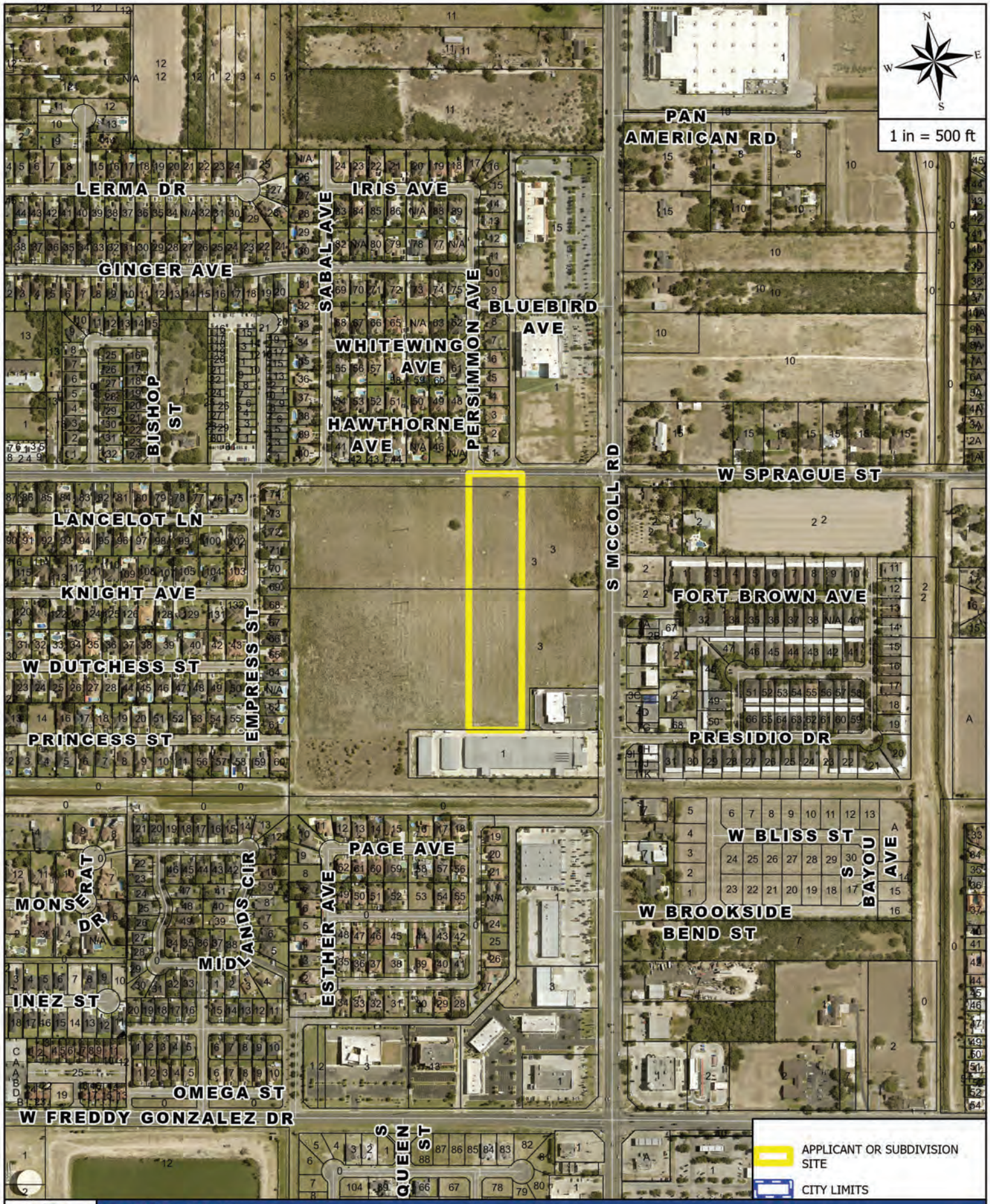
Staff mailed a notice of the public hearing to 15 neighboring property owners on Friday, September 27, 2024, and received no comments in favor and 3 against this request at the time this report was prepared. Notice of this public hearing was published in the newspaper on October 16, 2024.



EDINBURG NEW DEVELOPMENT MAP

APPLICANT AND/OR SUBDIVISION:

RZNE-2024-0236 2900 W SPRAGUE ST_RP TO CG-MELDEN & HUNT INC

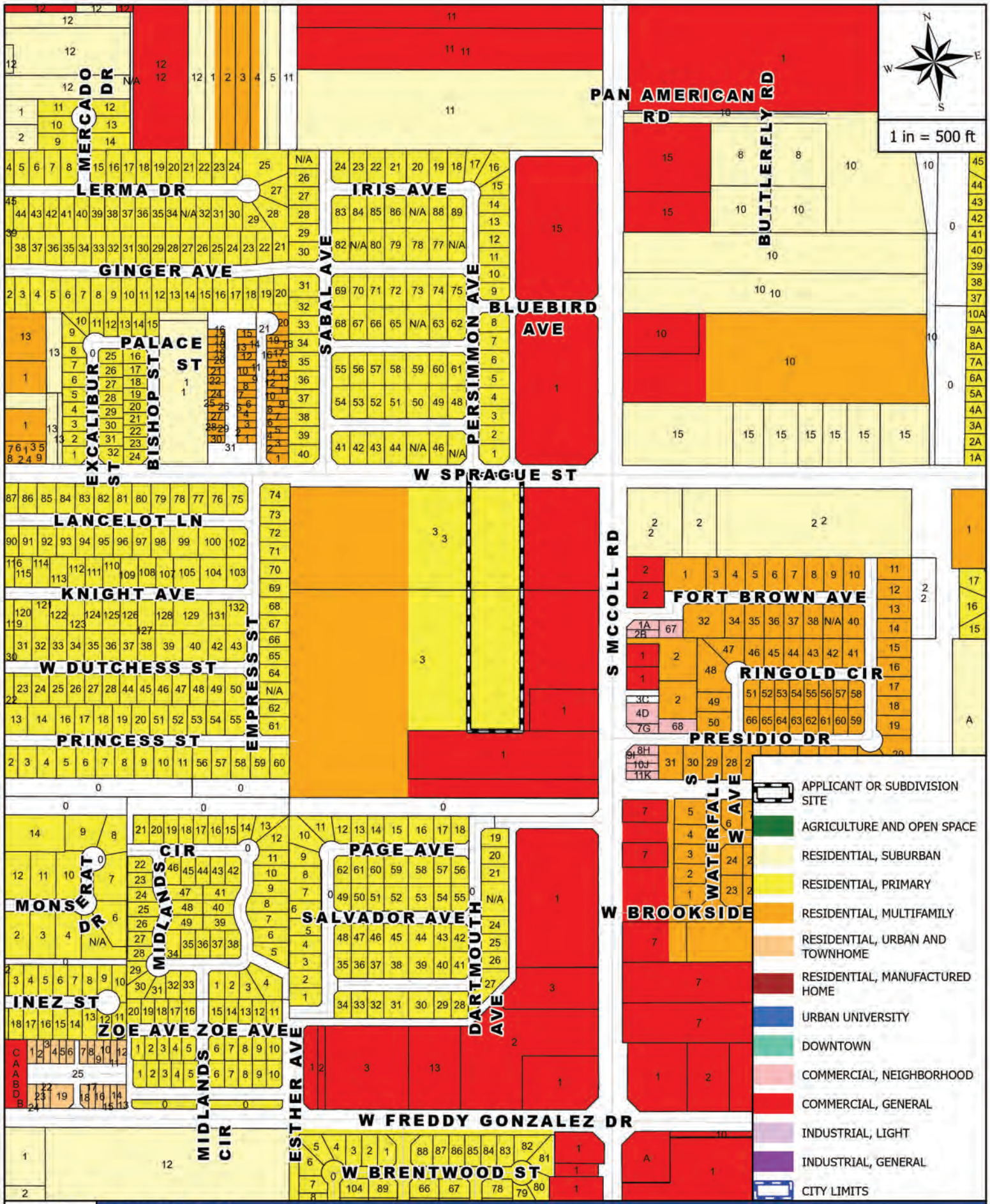


THE CITY OF EDINBURG TEXAS

AERIAL MAP

APPLICANT AND/OR SUBDIVISION:

RZNE-2024-0236 2900 W SPRAGUE ST_RP TO CG-MELDEN & HUNT INC

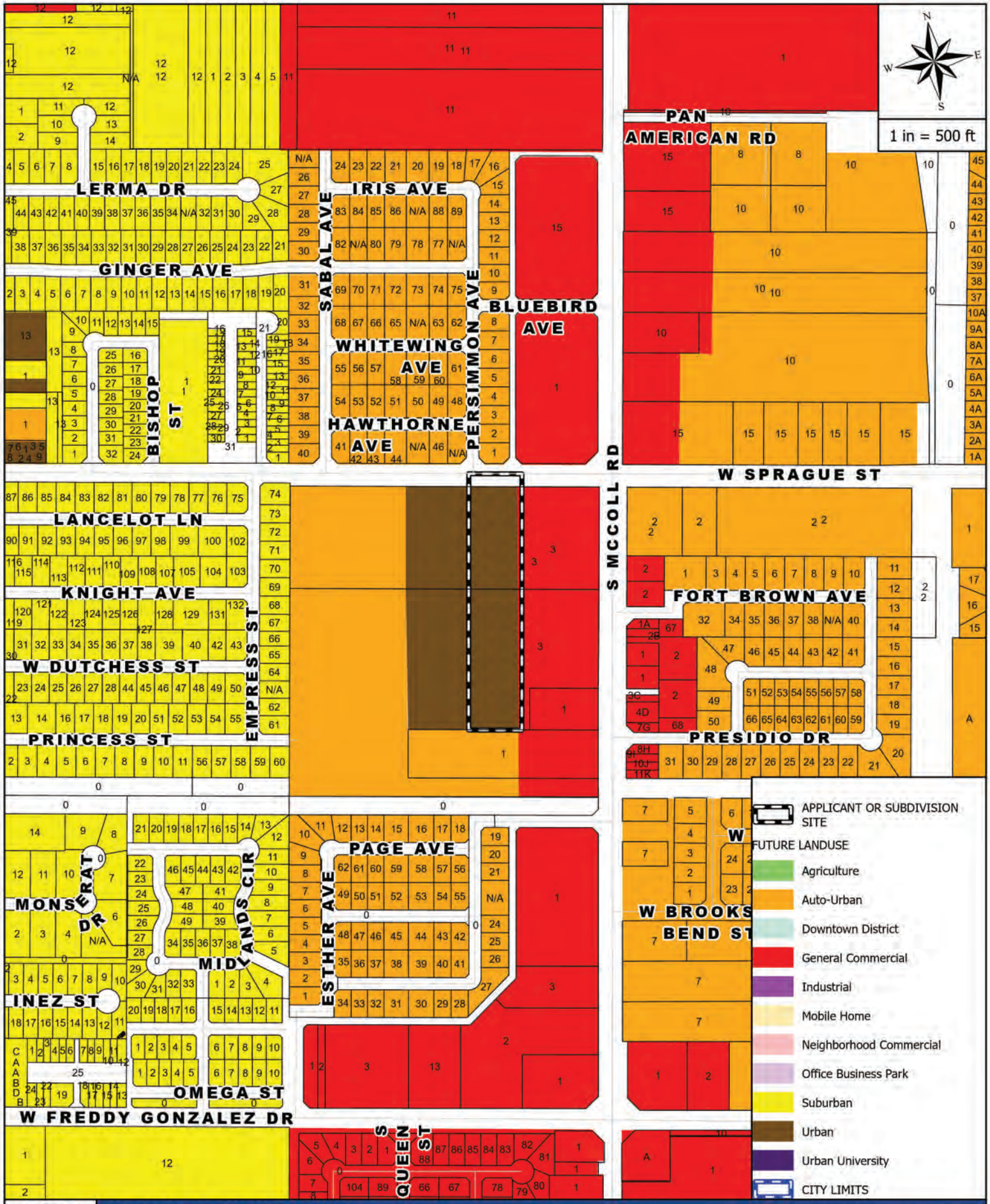


THE CITY OF EDINBURG TEXAS

ZONING MAP

APPLICANT AND/OR SUBDIVISION:

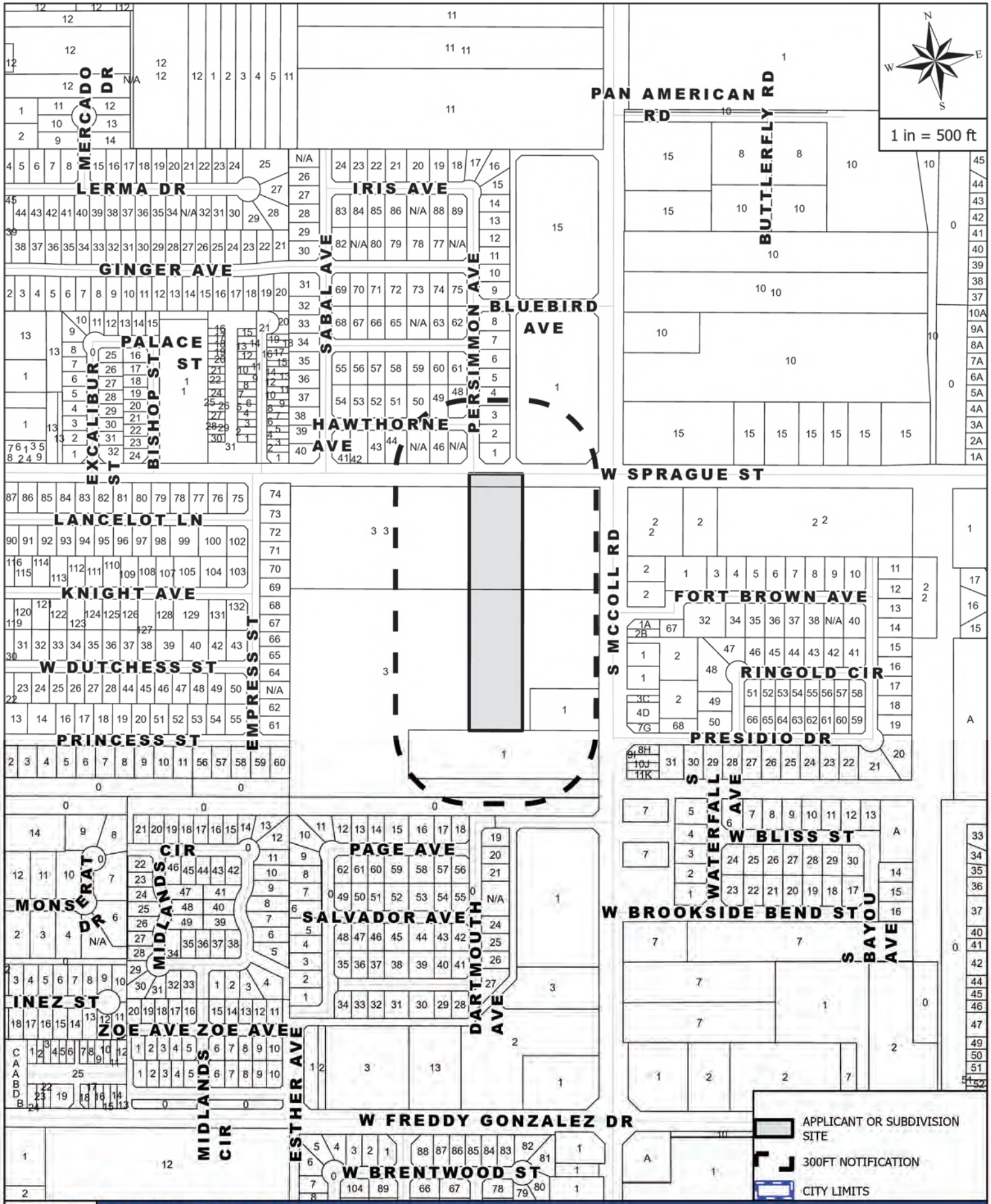
RZNE-2024-0236 2900 W SPRAGUE ST - RP TO CG - MELDEN & HUNT INC



FUTURE LANDUSE MAP

APPLICANT AND/OR SUBDIVISION:

RZNE-2024-0236 2900 W SPRAGUE ST_RP TO CG-MELDEN & HUNT INC



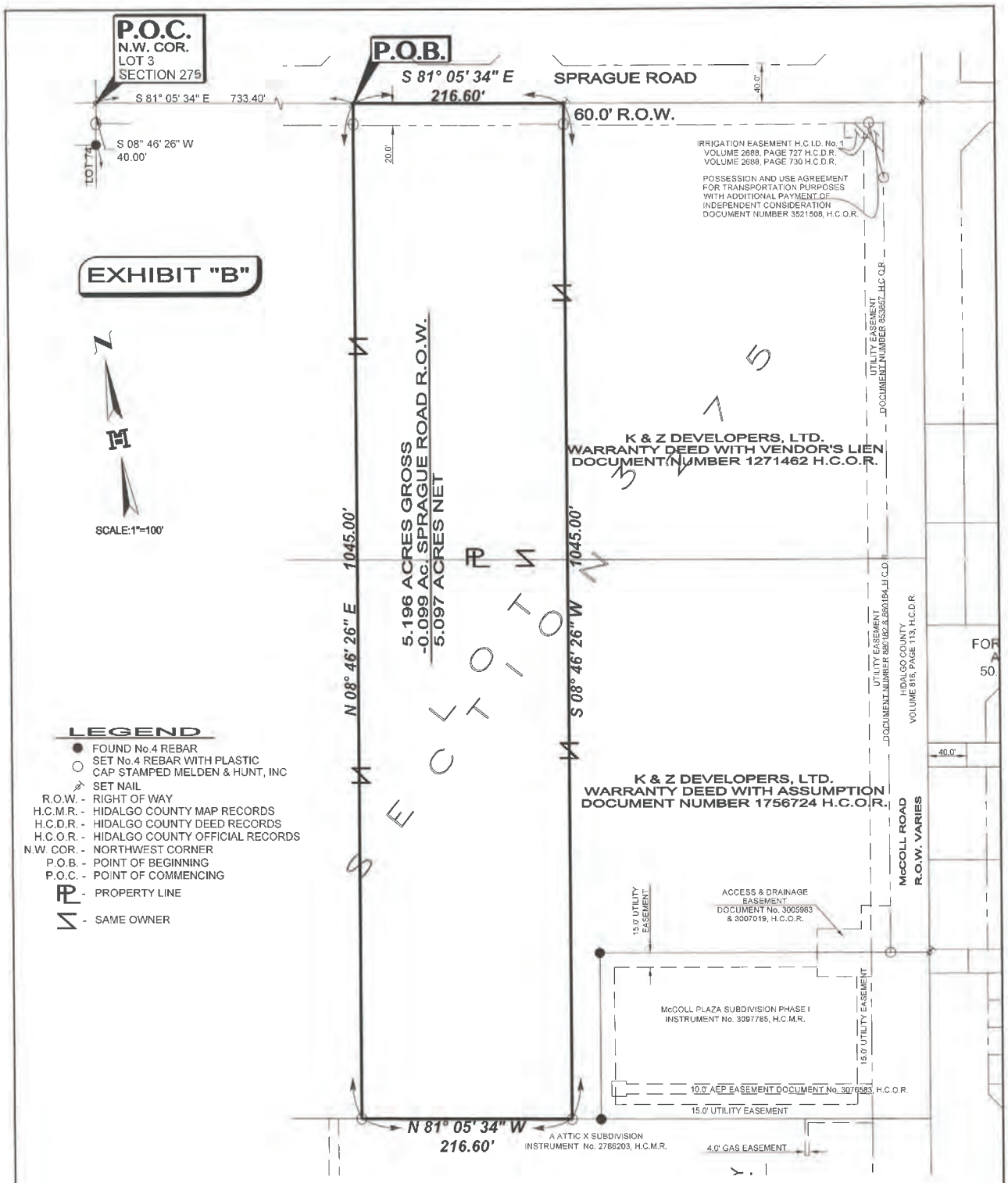
MAILOUT AND SITE MAP

APPLICANT AND/OR SUBDIVISION:

RZNE-2024-0236 2900 W SPRAGUE ST_RP TO CG-MELDEN & HUNT INC

Rezoning Request Site Photo

Melden and Hunt, Inc.
2900 West Sprague Street



NOTES:

1. SURVEY IS VALID ONLY IF PRINT HAS ORIGINAL SEAL AND SIGNATURE OF SURVEYOR.
2. BEARING BASIS IS FROM THE No. 4 REBAR FOUND AT THE NORTHEAST CORNER OF LOT 74, VICTORIA HEIGHTS SUBDIVISION PHASE III, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 41, PAGE 45, H.C.M.R. AND THE NAIL SET AT THE NORTHEAST CORNER OF THIS TRACT.
3. ALL BEARINGS AND DISTANCES AS PER TEXAS COORDINATE SYSTEM SOUTH ZONE 4205, GRID COORDINATES.
4. 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.

PLAT SHOWING 5.196 ACRES OUT OF LOT 3, SECTION 275 TEXAS-MEXICAN RAILWAY COMPANY'S SURVEY VOLUME 24, PAGES 168-171, H.C.D.R. HIDALGO COUNTY, TEXAS

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 8/5/2024 UNDER MY DIRECTION AND SUPERVISION.

09/25/2024

ROBERTO N. TAMEZ, RPLS No. 6238 DATE:

STATE OF TEXAS
REGISTERED
ROBERTO N. TAMEZ
6238
PROFESSIONAL
LAND SURVEYOR

MELDEN & HUNT INC.
CONSULTANTS • ENGINEERS • SURVEYORS
TBPELS No.10096900

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

DATE: 09/25/2024
JOB No. 24109.07 COZ
FILE NAME: 24109.07 COZ
DRAWN BY: J.G.

©COPYRIGHT 2024 MELDEN & HUNT, INC. ALL RIGHTS RESERVED

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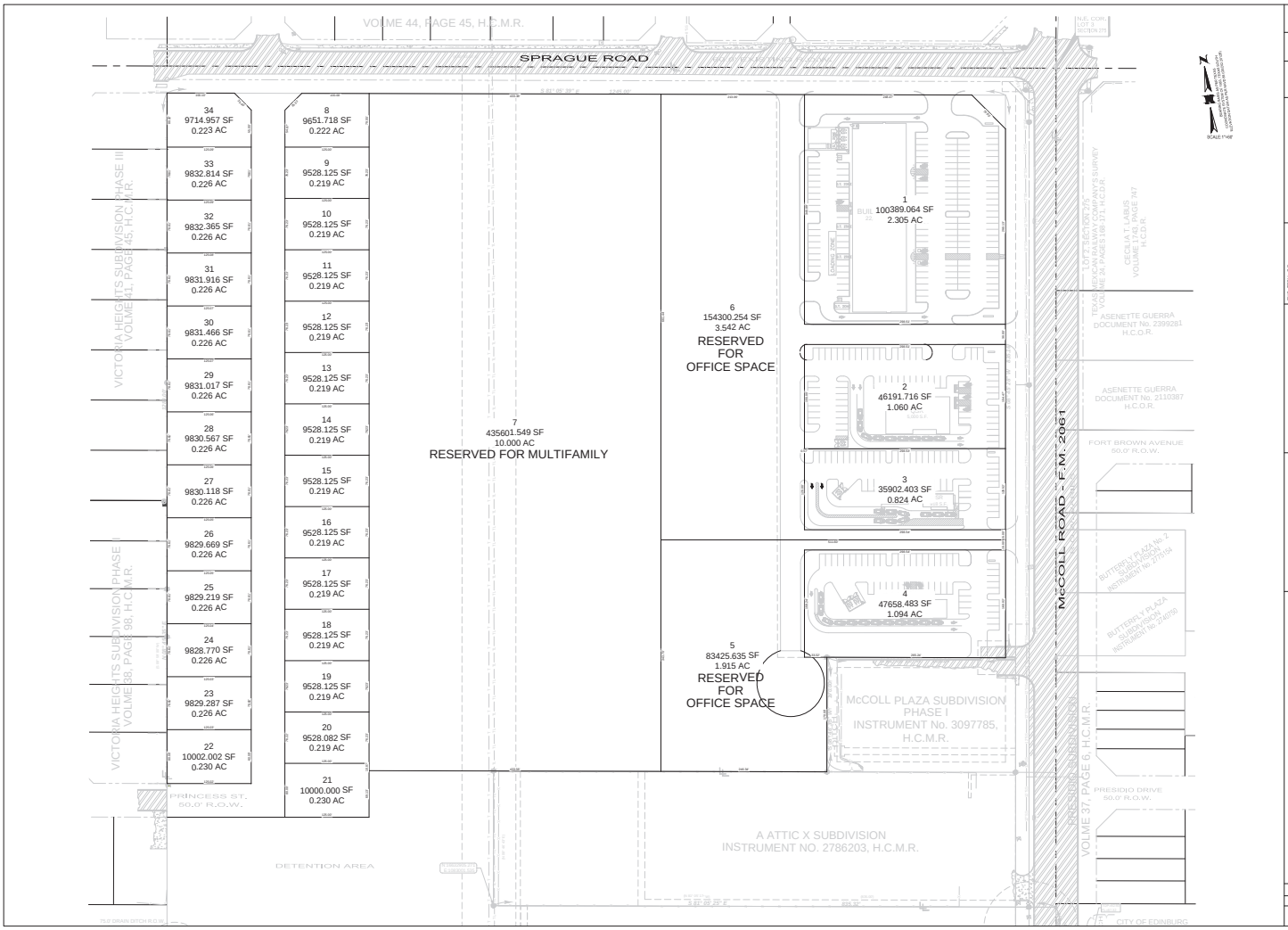


JOB No. 21151

DATE	BY

MELDEN & HUNT, INC.
CONSULTING ENGINEERS • SURVEYORS
115 W. McINTYRE - EDINBURG, TX. 78541
P.O. BOX 1267 - EDINBURG, TX. 78540-1267
E-mail: info@meldenhunt.com - www.meldenhunt.com
TBPE F-2312 TBPLS 10018200

DWG. TITLE: C-1
1 REQUIRED DWG. F.I.L.E.
1 BOOK: PG.
1 RELEASE DATE:
1 RELEASE DATE:
1 RELEASE DATE:
SCALE 1" = 60'

THE FALLS
MASTER PLAN
EDINBURG, HIDALGO COUNTY, TEXAS

OVERALL MASTER PLAN

© Copyright 2018 Melden & Hunt, Inc. All Rights Reserved.

File Name: THE DISTRICT

SHEET 1 OF 1

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

THE CITY OF Edinburg

Zone Change Application

ENERGOV CASE #

Date: **August 26, 2024**

1. Property Owner (required): **K&Z Developers LTD** 2. Phone: **(956) 789-4897**

3. Mailing Address: **824 E. Hackberry Ave STE 110**

4. City: **McAllen** State: **Texas** Zip: **78501**

5. Owner's Email: **ezegaib@me.com** 6. Cell No. **(956) 789-4897**

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: **931 S. MCCOLL RD & 1001 S. MCCOLL RD**

13. Legal Description of Property: 14. Property ID(s): **297246 & 297248**

34.832 +/- Acres out of Lot 3, Section 275 Texas-Mexican Railway Company's Survey

Volume 24, Pages 168-171 H.C.D.R

15. Zone Change: From: _____ To: _____

16. Existing Land Use: **Vacant**

17. Reason for Zone Change: **For development purposes**

Mario A. Reyna
(Please Print Name)

Signature

OFFICE USE ONLY

REVIEWED BY _____ DATE RECEIVED 9/6/24

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

THE CITY OF Edinburg

NOTIFICATION

Dear Property Owner:

A public hearing will be held on **Thursday, October 10, 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 RESIDENTIAL, PRIMARY (RP) DISTRICT TO COMMERCIAL, GENERAL (CG) DISTRICT, A TRACT OF LAND CONTAINING 5.196 ACRES SITUATED IN THE COUNTY OF HIDALGO, TEXAS, BEING OUT OF LOT 3, SECTION 275, TEXAS-MEXICAN RAILWAY COMPANY'S SURVEY, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 24, PAGES 168-171, HIDALGO COUNTY DEED RECORDS, LOCATED AT 2900 WEST SPRAGUE STREET AS REQUESTED BY MELDEN AND HUNT, INC. ON BEHALF OF K & Z DEVELOPERS LTD.

This is the primary commercial district, meant to accommodate a wide range of commercial uses, including highway service uses and community or regional commercial, office, and service uses.

This request is scheduled to be heard by the **City Council on Tuesday, November 5, 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, October 9, 2024
EMAIL: planning@cityofedinburg.com by Wednesday, October 9, 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: NO !!! As noted, this is a RESIDENTIAL area and we want it kept that way. Rezoning would lead to more traffic and CRIME in this area. I recently invested in buying a home here because of the peaceful neighborhood and would have to move.

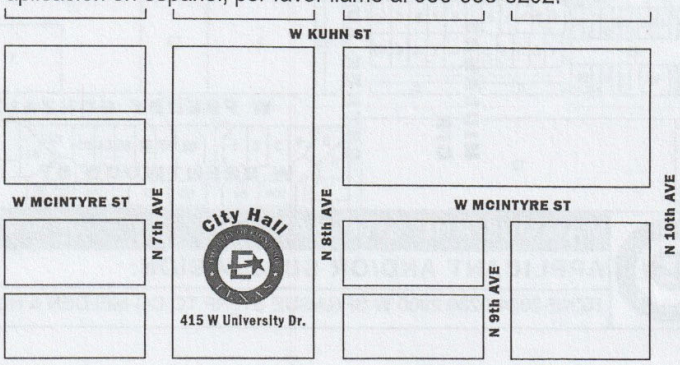
Print Name: Judith Guetzow Phone No. 956-454-9882

Address: 3009 Hawthorne Avenue City: Edinburg State: TX Zip: 78539

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



THE CITY OF Edinburg

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CONSIDER THE REZONING REQUEST FROM RESIDENTIAL, MULTIFAMILY (RM) DISTRICT AND COMMERCIAL, GENERAL (CG) DISTRICT TO RESIDENTIAL, PRIMARY (RP) DISTRICT, A TRACT OF LAND CONTAINING 11.689 ACRES SITUATED IN THE COUNTY OF HIDALGO, TEXAS, BEING OUT OF LOT 3, SECTION 275, TEXAS-MEXICAN RAILWAY COMPANY'S SURVEY, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 24, PAGES 168-171, HIDALGO COUNTY DEED RECORDS, LOCATED AT 3100 WEST SPRAGUE STREET, AS REQUESTED BY MELDEN AND HUNT, INC. ON BEHALF OF K & Z DEVELOPERS LTD.

This district has a predominantly auto-urban character. It is the primary residential district, intended to permit a wide range of single-family residential uses.

This request is scheduled to be heard by the **City Council on Tuesday, November 5, 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.

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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: I am not in favor and do not support this re-zoning request. Rezoning this area will increase an already bad traffic congestion on W. Sprague & S. McColl Rd.

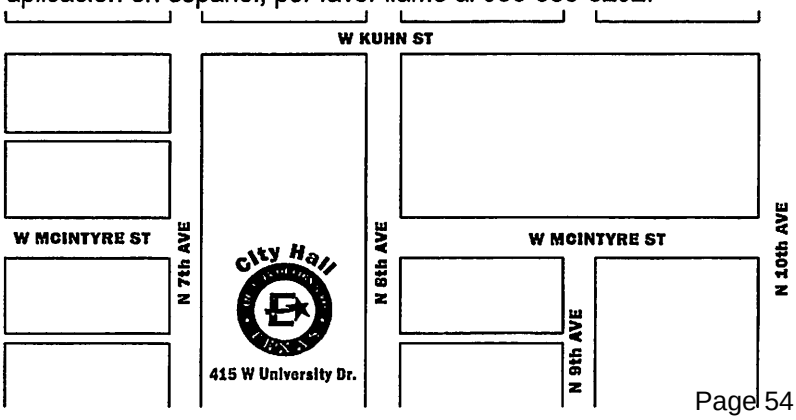
Print Name: Julio Salazar Phone No.

Address: 713 Salcal Ave. City: Edinburg State: TX Zip: 78539

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



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MAIL: P. O. Box 1079 Edinburg, Texas 78540
FAX: (956) 292-2080 by Wednesday, October 9, 2024
EMAIL: planning@cityofedinburg.com by Wednesday, October 9, 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

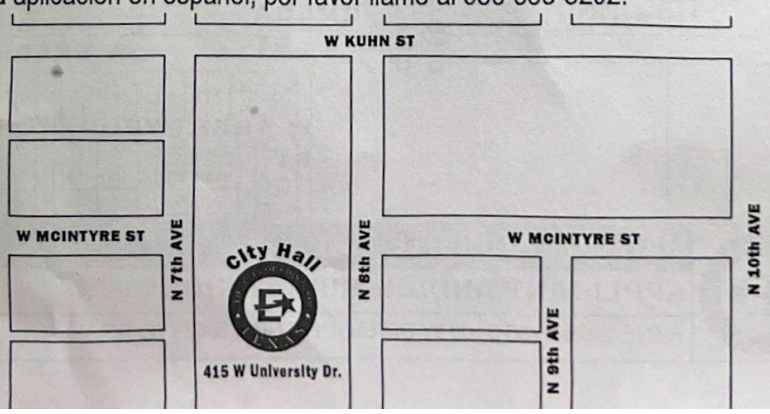
Comments: _____

Print Name: Edna D. López Phone No. (956) 250-7704
Address: 2317 Baylor Ave. City: McAllen State: TX Zip: 78504

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



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PID: 668610 .

PID: 1123515 A ATTIC X LIMITED PARTNERSHIP
2805 SOUTH 77 SUNSHINE STRIP
HARLINGEN, TX 78550-8336

PID: 668466 BALDRIDGE KEVIN J
708 PERSIMMON AVE
EDINBURG, TX 78539-3469

PID: 668431 ELI-GAR LTD
2446 SAN ISIDRO PARKWAY
LAREDO, TX 78045-6393

PID: 297248 K & Z DEVELOPERS LTD
824 E HACKBERRY AVE STE 110
MCALLEN, TX 78501-6788

PID: 668467 RANGEL CRISTINA
702 PERSIMMONS AVE
EDINBURG, TX 78539-3469

PID: 668607 ROSAS EMILIA M & MARCOS ALONZO GARCIA
3026 HAWTHORNE
EDINBURG, TX 78539-3473

PID: 668464 ULLAH ADIB
720 PERSIMMON AVE
EDINBURG, TX 78539

PID: 668465 VILLANUEVA ZULMA N & ANGEL
714 PERSIMMON AVE
EDINBURG, TX 78539-3469

PID: 668608 .

PID: 668611 ABRAHAM ANNIEAMMA
3001 HAWTHORNE AVE
EDINBURG, TX 78539-3470

PID: 696876 CITY OF EDINBURG
PO BOX 1079
EDINBURG, TX 78540-1079

PID: 668612 GUETZOW JUDITH KAY & JOHN PENA
3009 HAWTHORNE AVE
EDINBURG, TX 78539-3470

PID: 297247 K & Z DEVELOPERS LTD
824 E HACKBERRY AVE STE 110
MCALLEN, TX 78501-6788

PID: 1305753 RBR DEVELOPMENT & INVESTMENTS LLC & VALSEV LLC
931 S MCCOLL RD STE A
EDINBURG, TX 78539-2936

PID: 668609 SELLING ALL HOPE LLC
3010 HAWTHORNE AVE
EDINBURG, TX 78539-3473

PID: 668613 VERGARA ROLANDO & INDIRA CANTU
3017 HAWTHORNE AVE
EDINBURG, TX 78539-3470

ORDINANCE NO. _____

AN ORDINANCE AMENDING, SUPPLEMENTING, AND CHANGING THE BOUNDARIES OF RESIDENTIAL, PRIMARY (RP) DISTRICT TO COMMERCIAL, GENERAL (CG) DISTRICT, A TRACT OF LAND CONTAINING 5.196 ACRES SITUATED IN THE COUNTY OF HIDALGO, TEXAS, BEING OUT OF LOT 3, SECTION 275, TEXAS-MEXICAN RAILWAY COMPANY'S SURVEY, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 24, PAGES 168-171, HIDALGO COUNTY DEED RECORDS, LOCATED AT 2900 WEST SPRAGUE STREET, EDINBURG, HIDALGO COUNTY, TEXAS, FROM ONE DISTRICT TO ANOTHER; PROVIDING A REPEALER CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE; PROVIDING FOR CODIFICATION; PROVIDING A WAIVER OF THE THREE (3) SEPARATE READINGS; AND ORDAINING OTHER PROVISIONS RELATED TO THE SUBJECT MATTER HEREOF.

WHEREAS, the owner of the herein described real estate has submitted to the Planning and Zoning Commission of the City of Edinburg, Texas, a proposed amendment, and the proposed supplement and change to the boundaries of the Residential, Primary (RP) District to Commercial, General (CG) District, as set out in the Unified Development Code of the City of Edinburg, Texas, heretofore finally passed, approved, and adopted by said City Council on the 9th day of August, 2022. Such proposed amendment is to change the zoning of A tract of land containing 5.196 acres situated in the County of Hidalgo, Texas, being out of Lot 3, Section 275, Texas-Mexican Railway Company's Survey, according to the plat thereof recorded in Volume 24, Pages 168-171, Hidalgo County Deed Records, Located at 2900 West Sprague Street, Edinburg, Hidalgo County, Texas, from Residential, Primary (RP) District to Commercial, General (CG) District, for a recommendation and report by said Planning and Zoning Commission; and

WHEREAS, the said Planning and Zoning Commission of the City of Edinburg, Texas, gave due notice as provided by said Unified Development Code of a public hearing to be held before said Planning and Zoning Commission, on October 10, 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 November 5, 2024 at 6:00 P.M., in the Edinburg City Hall, City Council Chambers, located at 415 West University Drive, Edinburg, Texas, which time was not less than 15 days nor more than 20 days from the date of publication, and that said public hearing was held at such time and place, and all of which procedure in the giving of notice and the holding of said public hearing is hereby ratified and confirmed as meeting all the requirements of said Unified Development Code of the City of Edinburg, Texas and applicable statutes; and

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

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

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

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

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

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

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

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

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

READ, CONSIDERED, PASSED AND APPROVED at a regular meeting of the City Council of the City of Edinburg, Texas at which a quorum was present and which was held in accordance with V.T.C.A., Government Code, Section 551.041, on the 5th day of November 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: November 5, 2024
PUBLIC HEARINGS
Agenda Item No: 9.C.
Ordinance: Rezoning Request K & Z Developers LTD.

1. **Agenda Item:**
Hold Public Hearing and Consider the Ordinance Providing for the Rezoning Request from Residential, Multi-family (RM) District and Commercial, General (CG) District to Residential, Primary (RP) District, a Tract of Land Containing 11.689 Acres Situated in the County of Hidalgo, Texas, Being Out of Lot 3, Section 275, Texas-Mexican Railway Company's Survey, According to the Plat Thereof Recorded in Volume 24, Pages 168-171, Hidalgo County Deed Records, Located at 3100 West Sprague Street, as Requested by Melden and Hunt, Inc. on Behalf of K & Z Developers LTD. [Jaime Acevedo, Director of Planning & Zoning]

2. **Description:**
This property is located on the southwest corner of West Sprague Street and South McColl Road. The portion of the property that is being considered for this zoning has 300 feet of frontage along West Sprague Road and a total lot area of 11.689 Acres (Gross). This district has a predominantly auto-urban character. It is the primary residential district, intended to permit a wide range of single-family residential uses. The applicant is seeking a zone change to establish a single-family residential development at this location.

Adjacent zoning districts are Residential, Primary (RP) District to the north and west, Residential, Primary (RP) District, Commercial, General (CG) District and Commercial, Neighborhood (CN) District to the east, and Residential, Primary (RP) District and Commercial, General (CG) District to the south. Surrounding land consists of a mix of commercial uses, single-family residential uses, and vacant land. The future land use designation for this property is for General Commercial and Auto-Urban uses. This property was part of a rezoning from R-A1, Single Family Residence District and C-0 Office Business District to C-2, General Business District on February 7, 2006. A portion of this property was rezoned from Commercial, General (CG) District to Urban Residential (UR) District on August 5, 2008.

Staff mailed a notice of the public hearing to 117 neighboring property owners on Friday, September 27, 2024, and received no comments in favor and 1 against this request at the time this report was prepared. Notice of this public hearing was published in the newspaper on October 16, 2024.

On October 3, 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, Multi-family (RM) District and Commercial, General (CG) District to Residential, Primary (RP) District, based on adjacent zoning districts and densities in the area. If approved, the applicant will need to comply with all

requirements during the permitting process including compliance with subdivision regulations, building/fire codes, fire protection, parking, landscape buffer-yards, solid waste services, utility, and other City requirements, as applicable.

Reviewed by:
Jesus Saenz, Assistant City Manager

Prepared by:
Jaime Acevedo, Director of Planning and Zoning

Attachments:

A. City Council Agenda Packet Attachments
B. Ordinance

MEETING DATES:
PLANNING & ZONING COMMISSION – 10/10/24
CITY COUNCIL – 11/5/24
DATE PREPARED – 10/2/24

STAFF REPORT
GENERAL INFORMATION

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

APPLICANT: K & Z Developers LTD.

AGENT: Melden and Hunt, Inc.

LEGAL: A tract of land containing 11.689 Acres situated in the County of Hidalgo, Texas, being out of Lot 3, Section 275, Texas-Mexican Railway Company's Survey, according to the plat thereof recorded in Volume 24, Pages 168-171, Hidalgo County Deed Records

LOCATION: 3100 West Sprague Road

LOT/TRACT SIZE: 11.689 Acres (gross)

CURRENT USE: Vacant land

PROPOSED USE: Single-family Residential Development

EXISTING ZONING: Residential, Multifamily (RM) District and Commercial, General (CG) District

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

LAND USE PLAN: Auto-Urban and General Commercial Uses

PUBLIC SERVICES: City of Edinburg Water and Sewer

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

REZONING REQUEST
MELDEN AND HUNT, INC.

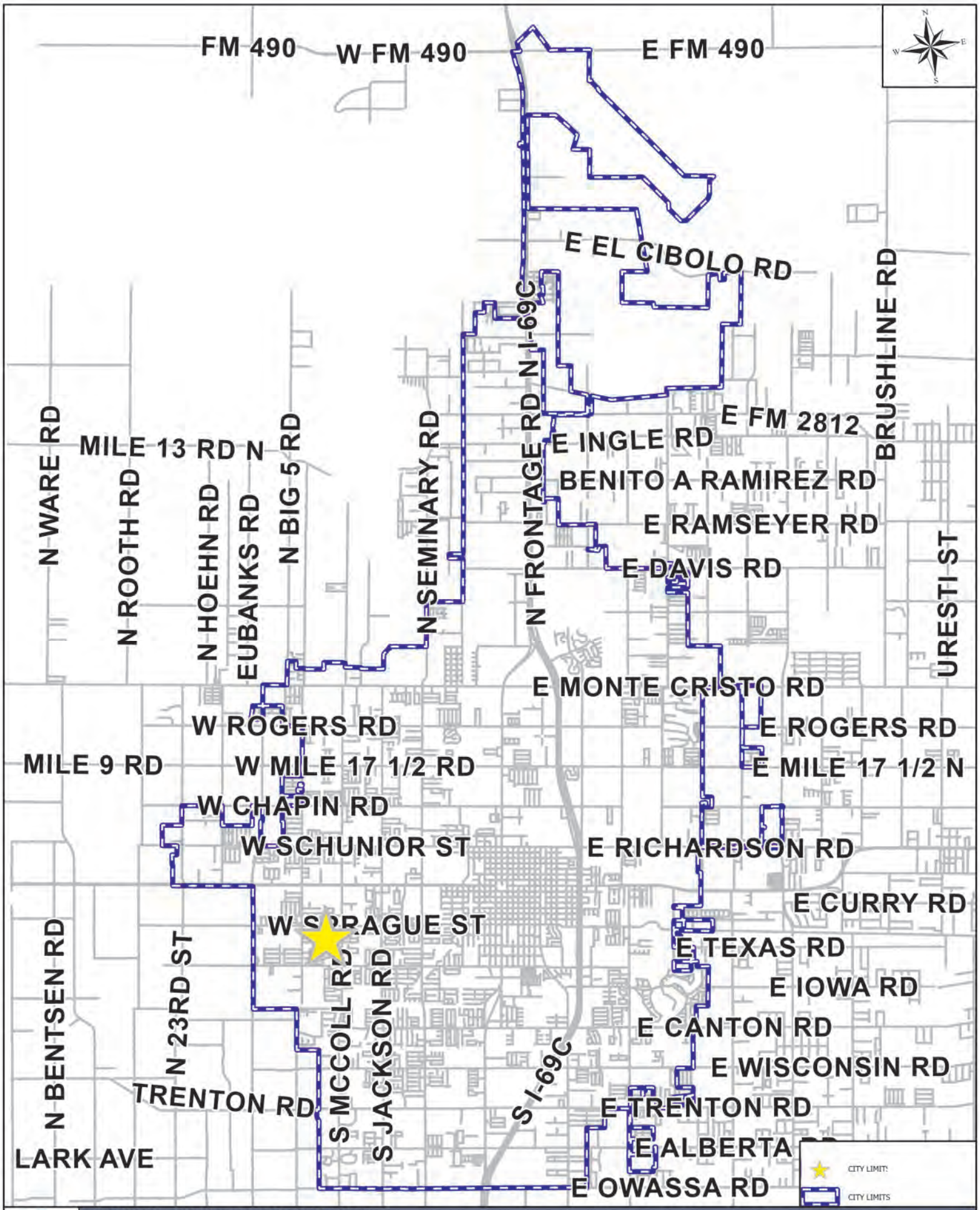
EVALUATION

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

1. Surrounding land consists of a mix of single-family residential uses, commercial uses, and vacant land.
2. The proposed zoning would be consistent with adjacent zoning districts, surrounding land uses and densities in the area.
3. The proposed zoning is consistent with the Future Land Use Plan.

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

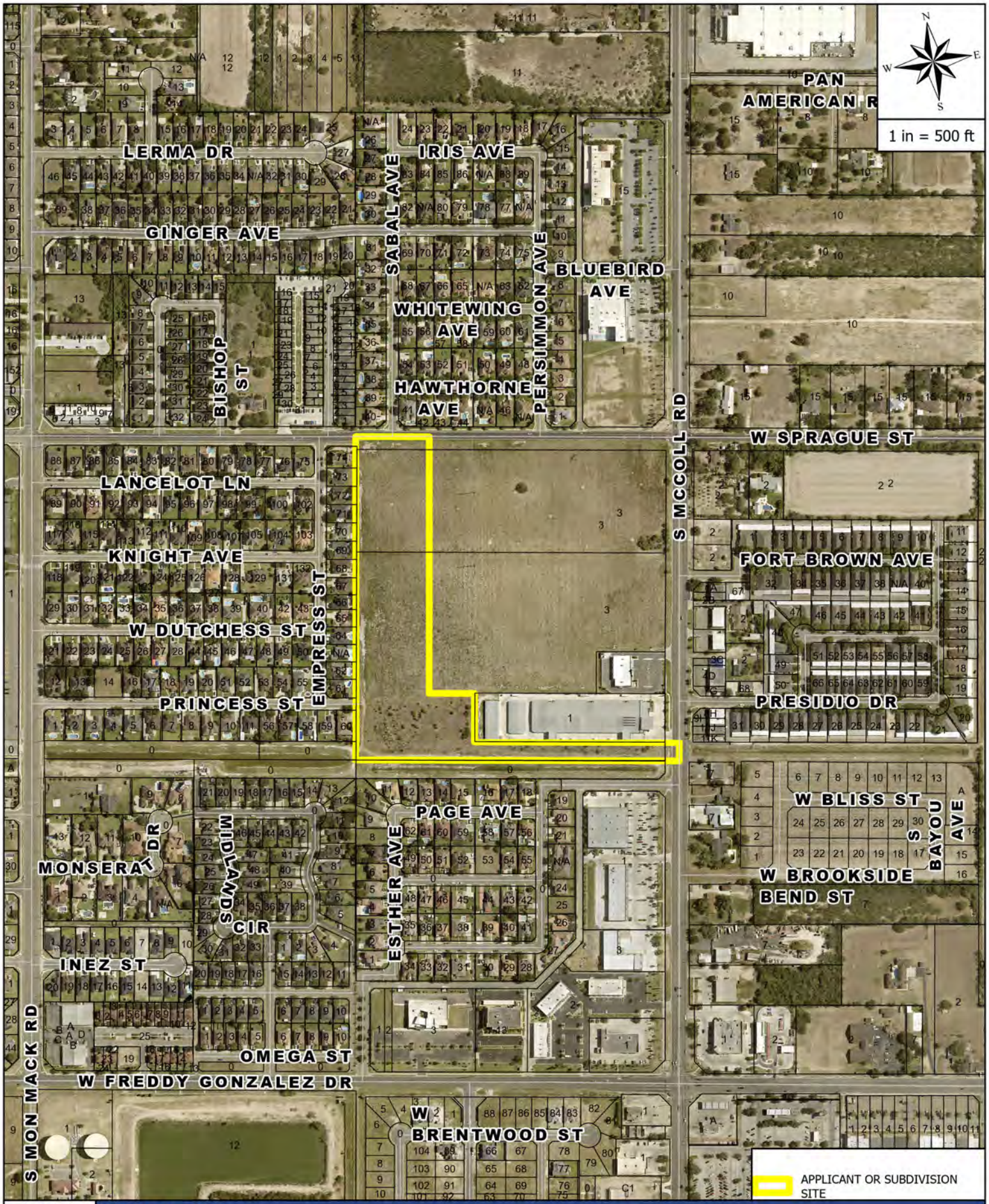
Staff mailed a notice of the public hearing to 117 neighboring property owners on Friday, September 27, 2024, and received no comments in favor and 1 against this request at the time this report was prepared. Notice of this public hearing was published in the newspaper on October 16, 2024.



EDINBURG NEW DEVELOPMENT MAP

APPLICANT AND/OR SUBDIVISION:

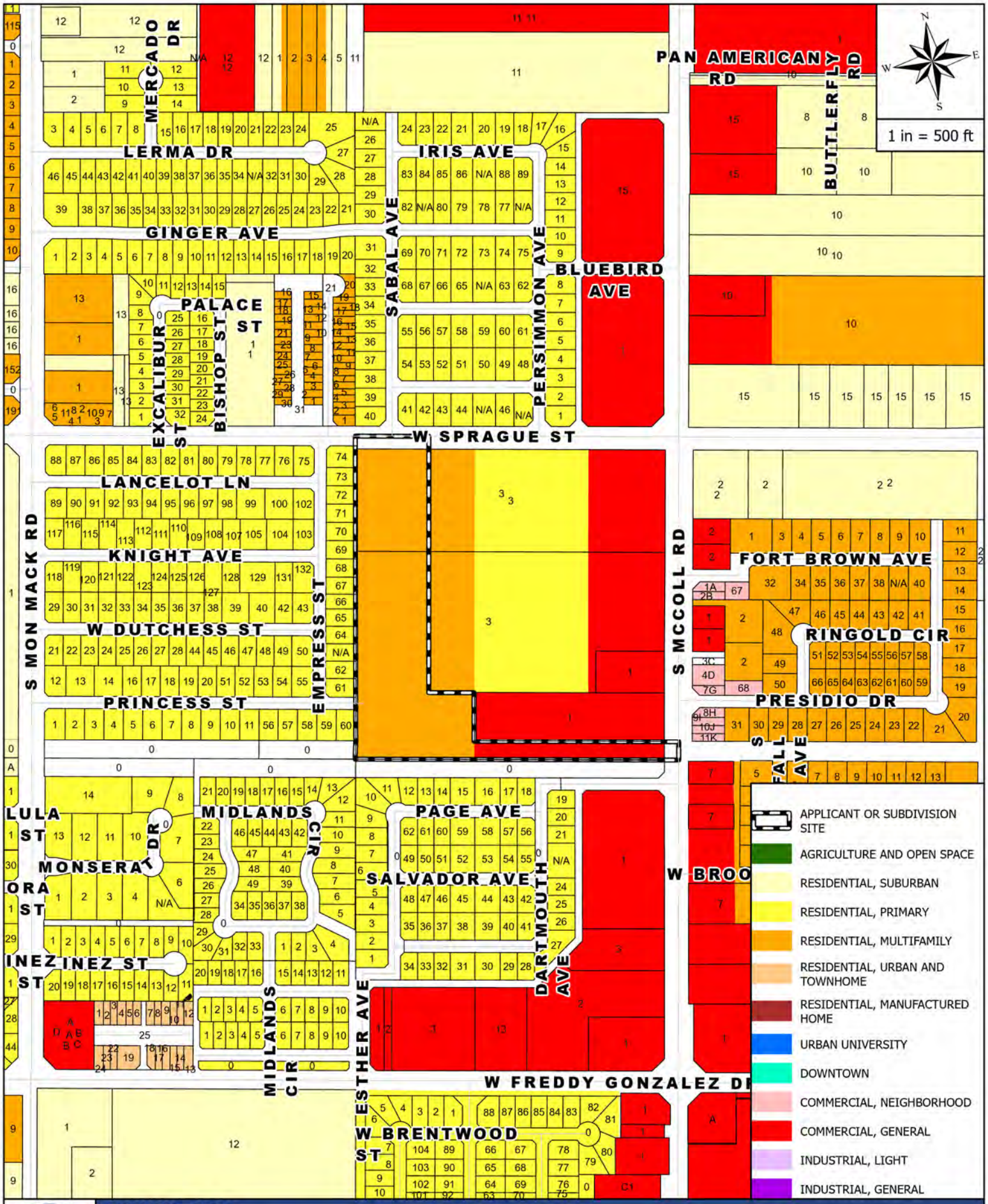
RZNE-2024-0236 3100 W SPRAGUE ST-RM TO RP 11.689AC



AERIAL MAP

APPLICANT AND/OR SUBDIVISION:

RZNE-2024-0236 3100 W SPRAGUE ST-RM TO RP 11.689AC

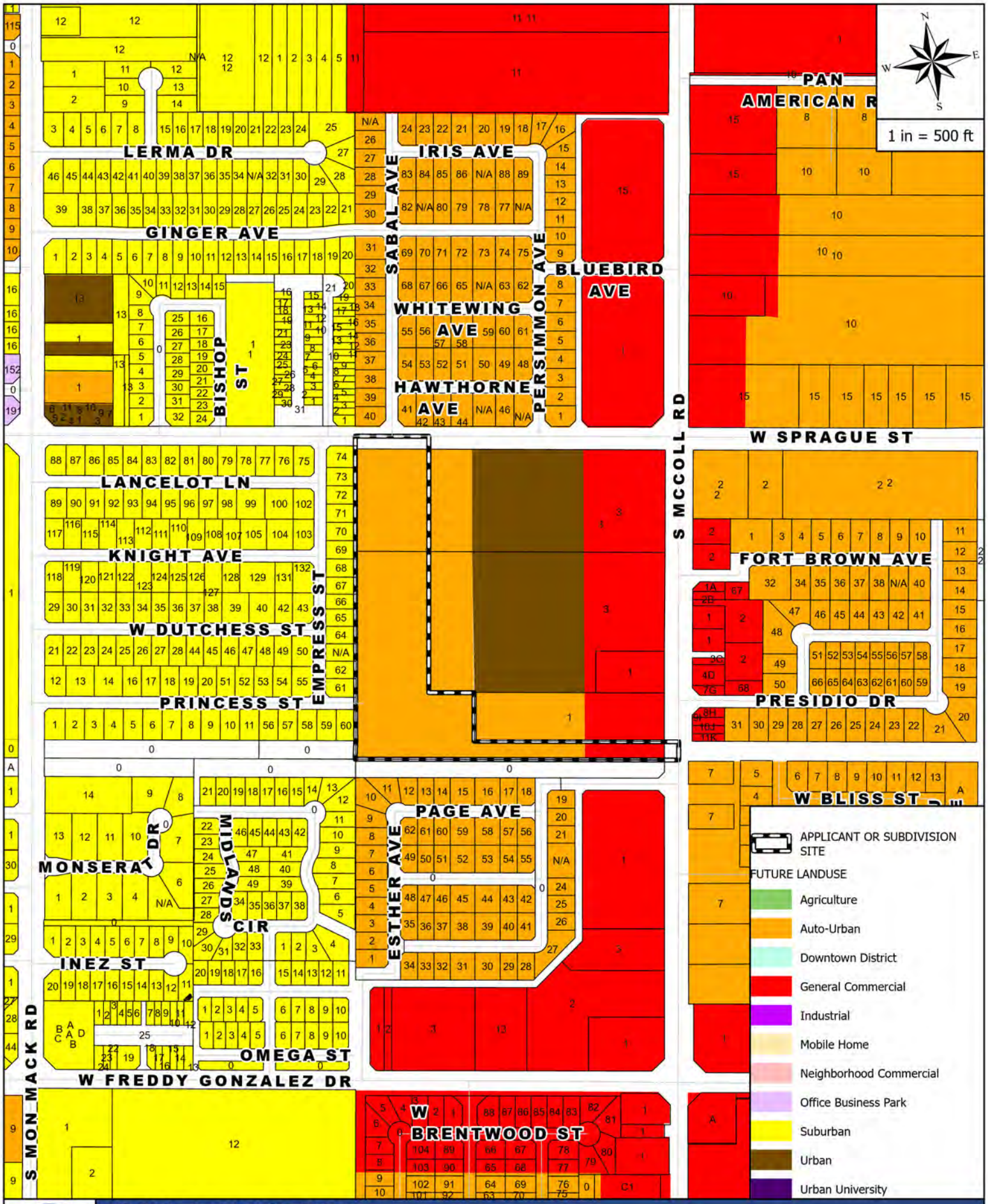


THE CITY OF EDINBURG TEXAS

ZONING MAP

APPLICANT AND/OR SUBDIVISION:

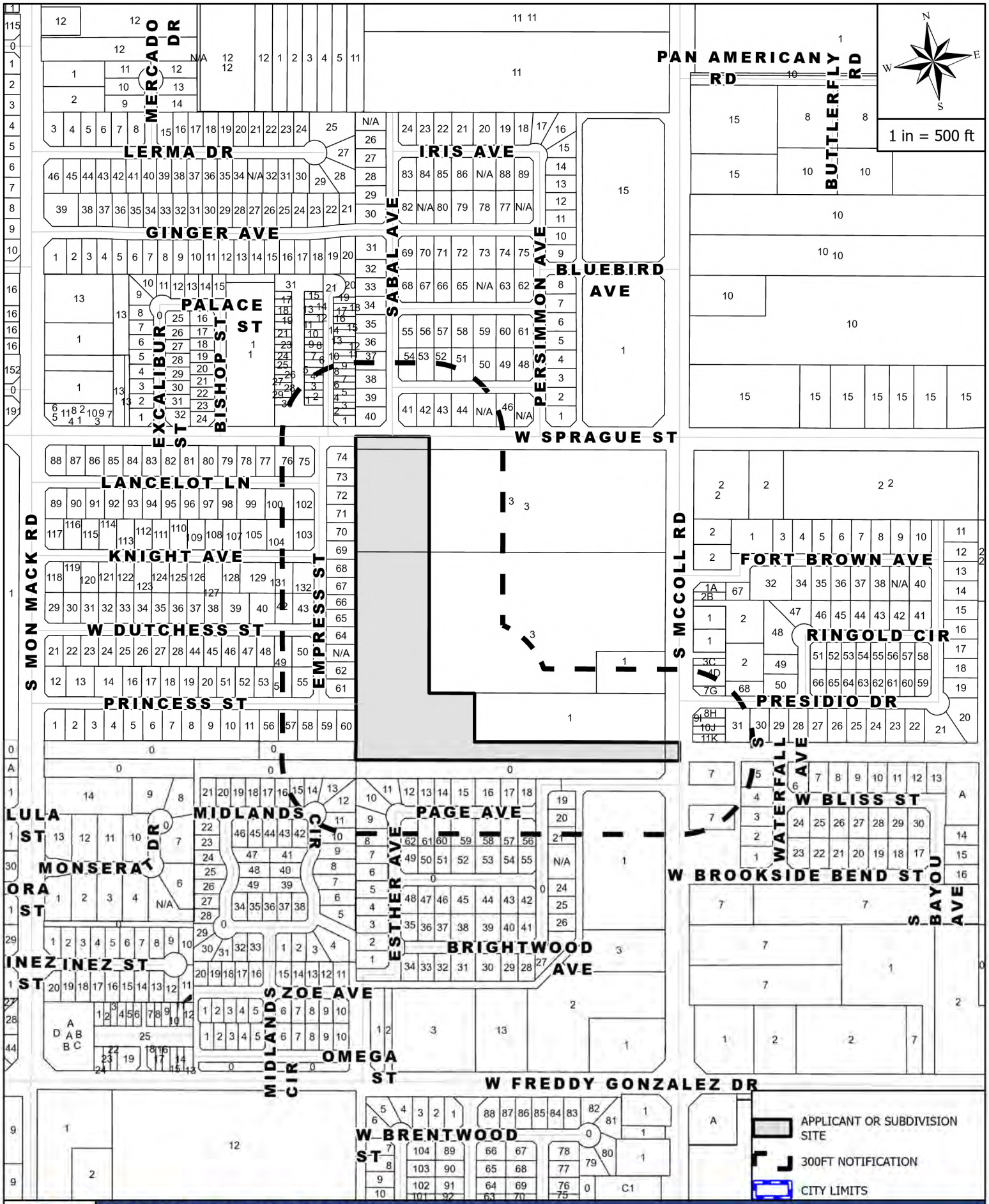
RZNE-2024-0236 3100 W SPRAGUE ST-RM TO RP 11.689AC



FUTURE LANDUSE MAP

APPLICANT AND/OR SUBDIVISION:

RZNE-2024-0236 3100 W SPRAGUE ST-RM TO RP 11.689AC



MAILOUT AND SITE MAP

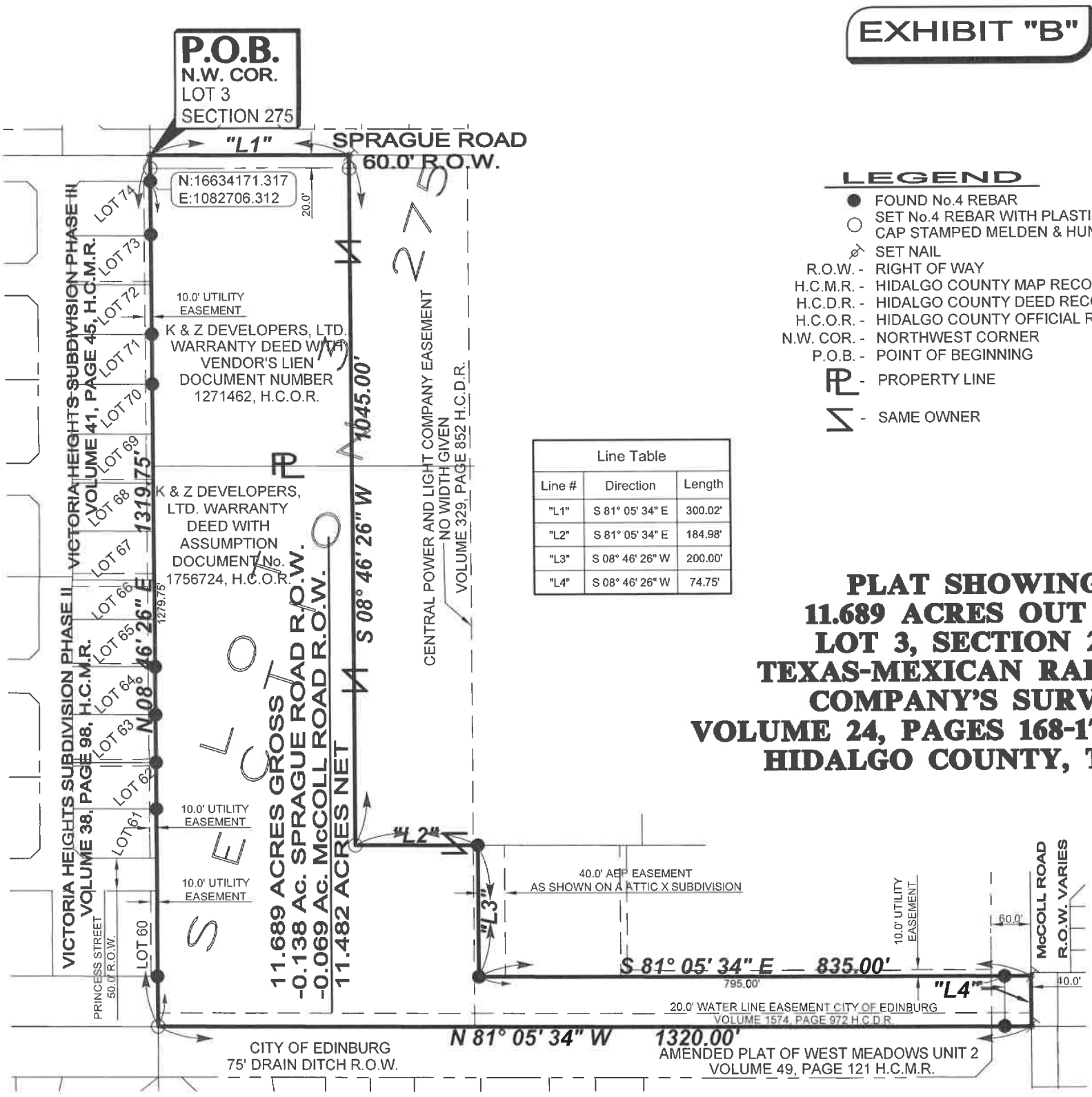
APPLICANT AND/OR SUBDIVISION:

RZNE-2024-0236 3100 W SPRAGUE ST-RM & CG TO RP

Rezoning Request Site Photo

Melden and Hunt, Inc.
3100 West Sprague Street

EXHIBIT "B"



Line Table		
Line #	Direction	Length
"L1"	S 81° 05' 34" E	300.02'
"L2"	S 81° 05' 34" E	184.98'
"L3"	S 08° 46' 26" W	200.00'
"L4"	S 08° 46' 26" W	74.75'

LEGEND

- ● FOUND No.4 REBAR
- ○ 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
- N.W. COR. - NORTHWEST CORNER
- P.O.B. - POINT OF BEGINNING
- PL - PROPERTY LINE
- SAME OWNER

N

SCALE:1"=200'

PLAT SHOWING 11.689 ACRES OUT OF LOT 3, SECTION 275 TEXAS-MEXICAN RAILWAY COMPANY'S SURVEY VOLUME 24, PAGES 168-171, H.C.D.R. HIDALGO COUNTY, TEXAS

NOTES:

1. SURVEY IS VALID ONLY IF PRINT HAS ORIGINAL SEAL AND SIGNATURE OF SURVEYOR.
2. BEARING BASIS IS FROM THE No. 4 REBAR FOUND AT THE NORTHEAST CORNER OF LOT 74, VICTORIA HEIGHTS SUBDIVISION PHASE III, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 41, PAGE 45, H.C.M.R. AND THE NAIL SET AT THE NORTHEAST CORNER OF THIS TRACT.
3. ALL BEARINGS AND DISTANCES AS PER TEXAS COORDINATE SYSTEM SOUTH ZONE 4205, GRID COORDINATES.
4. 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.

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 8/5/2024 UNDER MY DIRECTION AND SUPERVISION.

09/25/2024

ROBERTO N. TAMEZ, RPLS No. 6238 DATE:

STATE OF TEXAS
REGISTERED
ROBERTO N. TAMEZ
6238
PROFESSIONAL
LAND SURVEYOR

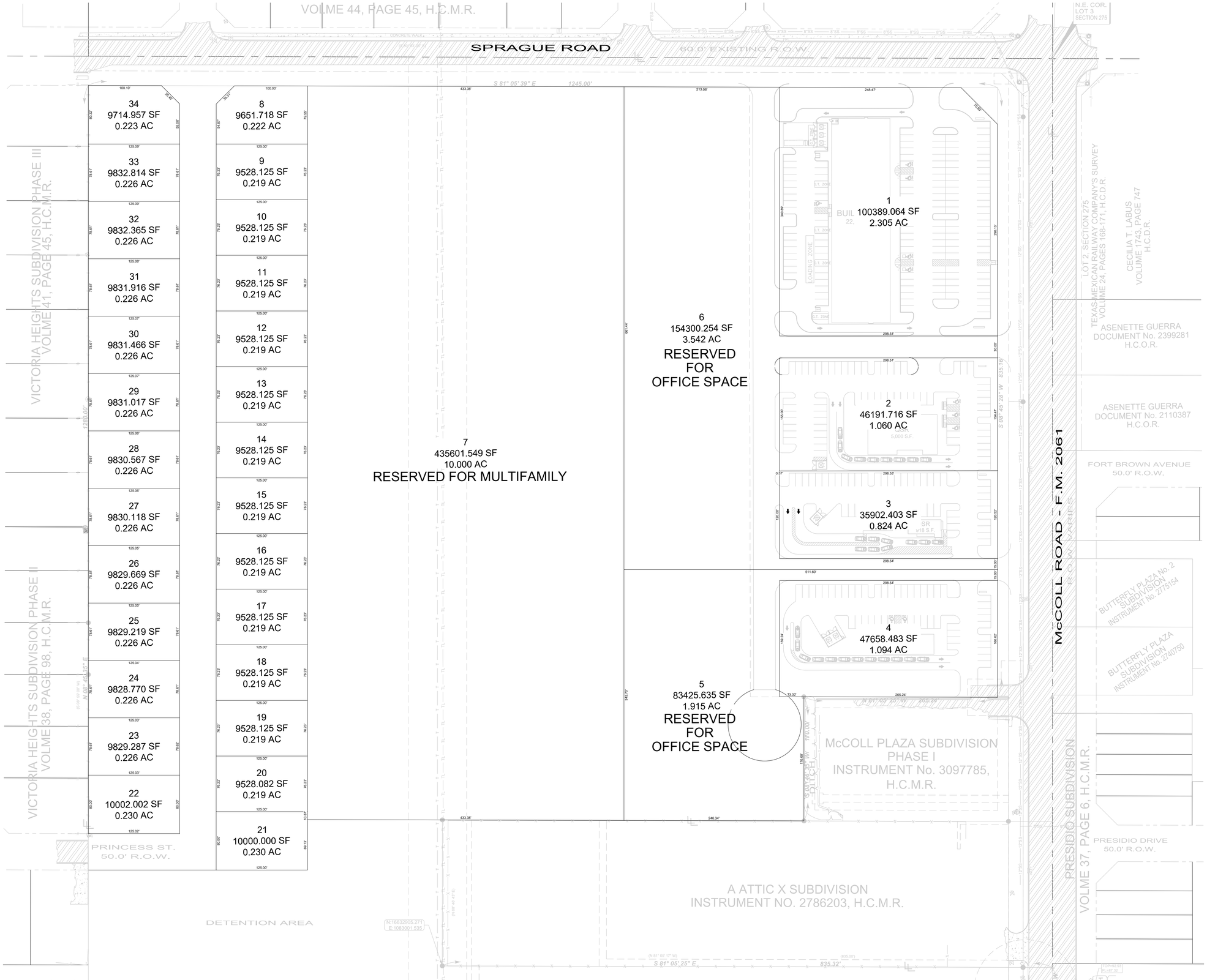
MELDEN & HUNT INC.
CONSULTANTS • ENGINEERS • SURVEYORS
TBPELS No.10096900

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

DATE: 09/25/2024
JOB No. 24109.07 COZ
FILE NAME: 24109.07 COZ
DRAWN BY: J.G.

© COPYRIGHT 2024 MELDEN & HUNT, INC. ALL RIGHTS RESERVED

Z:\Surveys\2024\24109.02-.00 Ph 07 COZ\dwg\24109 COZ.dwg, Borders, 9/25/2024 10:15:25 AM, jesseG



JOB No. 21151

DATE	BY

MELDEN & HUNT INC.
CONSULTANTS • ENGINEERS • SURVEYORS
115 W. McINTYRE • EDINBURG, TX. 78541
PHONE (956) 381-0981 • FAX (956) 381-1839
ESTABLISHED 1947 • www.meldenandhunt.com
TBPE FIRM # F-1435 TBPLS FIRM # 10018800

ENG. TECH: C.P.
PROJECT ENG: F.L.K.
T-BOOK: , PG.
1. RELEASE DATE:
2. RELEASE DATE:
3. RELEASE DATE:
SCALE: 1" = 40'

THE FALLS
MASTER PLAN
EDINBURG, HIDALGO COUNTY, TEXAS

OVERALL MASTER PLAN

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File Name: THE DISTRICT

SHEET 1 OF 1

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

THE CITY OF Edinburg

Zone Change Application

ENERGOV CASE #

Date: **August 26, 2024**

1. Property Owner (required): **K&Z Developers LTD** 2. Phone: **(956) 789-4897**

3. Mailing Address: **824 E. Hackberry Ave STE 110**

4. City: **McAllen** State: **Texas** Zip: **78501**

5. Owner's Email: **ezegaib@me.com** 6. Cell No. **(956) 789-4897**

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: **931 S. MCCOLL RD & 1001 S. MCCOLL RD**

13. Legal Description of Property: 14. Property ID(s): **297246 & 297248**

34.832 +/- Acres out of Lot 3, Section 275 Texas-Mexican Railway Company's Survey

Volume 24, Pages 168-171 H.C.D.R

15. Zone Change: From: _____ To: _____

16. Existing Land Use: **Vacant**

17. Reason for Zone Change: **For development purposes**

Mario A. Reyna
(Please Print Name)

Signature

OFFICE USE ONLY

REVIEWED BY _____ DATE RECEIVED 9/6/24

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

THE CITY OF Edinburg

NOTIFICATION

Dear Property Owner:

A public hearing will be held on **Thursday, October 10, 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 RESIDENTIAL, MULTIFAMILY (RM) DISTRICT AND COMMERCIAL, GENERAL (CG) DISTRICT TO RESIDENTIAL, PRIMARY (RP) DISTRICT, A TRACT OF LAND CONTAINING 11.689 ACRES SITUATED IN THE COUNTY OF HIDALGO, TEXAS, BEING OUT OF LOT 3, SECTION 275, TEXAS-MEXICAN RAILWAY COMPANY'S SURVEY, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 24, PAGES 168-171, HIDALGO COUNTY DEED RECORDS, LOCATED AT 3100 WEST SPRAGUE STREET, AS REQUESTED BY MELDEN AND HUNT, INC. ON BEHALF OF K & Z DEVELOPERS LTD.

This district has a predominantly auto-urban character. It is the primary residential district, intended to permit a wide range of single-family residential uses.

This request is scheduled to be heard by the **City Council on Tuesday, November 5, 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, October 9, 2024
EMAIL: planning@cityofedinburg.com by Wednesday, October 9, 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: INFRASTRUCTURE ON SPRAGUE IS NOT ADEQUATE TO HANDLE TRAFFIC ON FLOODING.

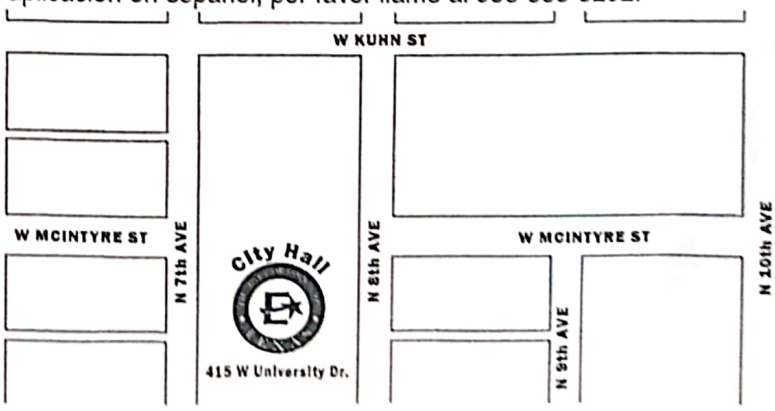
Print Name: JORGE A. BORGELLO Phone No. 956-212-8501

Address: 3120 HAWTHORNE AVE City: EDINBURG State: TX Zip: 78539

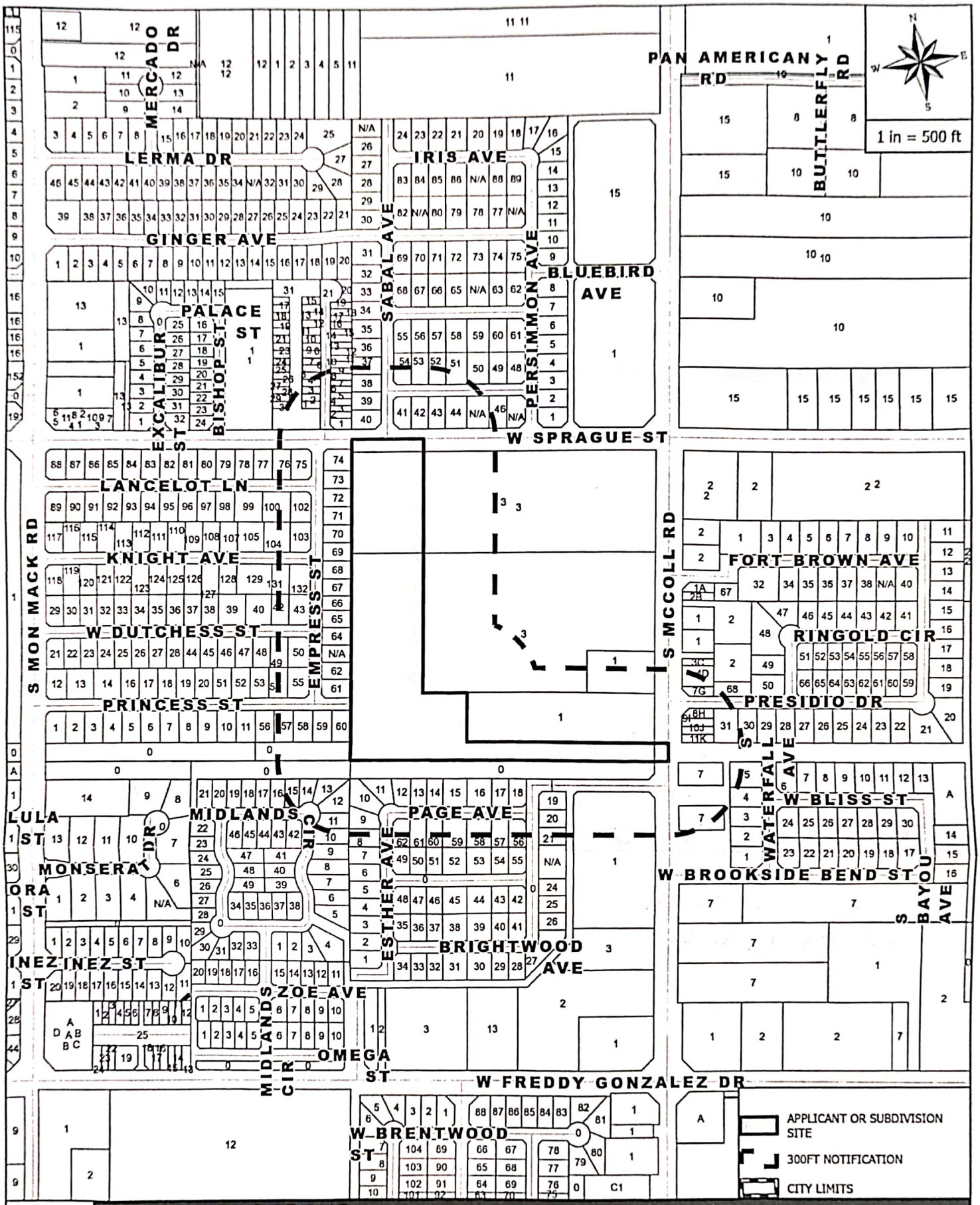
NOTIFICACIÓN

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



CamScanner



MAILOUT AND SITE MAP

APPLICANT AND/OR SUBDIVISION:

RZNE-2024-0236 3100 W SPRAGUE ST-RM & CG TO RP

PID: 633234 .

PID: 618576 A & R LEARNING CENTER INC
1104 S MCCOLL RD
EDINBURG, TX 78539-2922

PID: 1123515 A ATTIC X LIMITED PARTNERSHIP
2805 SOUTH 77 SUNSHINE STRIP
HARLINGEN, TX 78550-8336

PID: 651945 AMAYA JAIME
3207 LANCELOT LN
EDINBURG, TX 78539-3431

PID: 633233 BELTRAN JANELLE AISSA
1008 EMPRESS ST
EDINBURG, TX 78539

PID: 633231 BLANCO KAREN ANN
3206 PRINCESS ST
EDINBURG, TX 78539-6462

PID: 651940 BOOKOUT TODD C
PO BOX 3362
MCALLEN, TX 78502-3362

PID: 564183 BURCH GARY M WILLIAM T & MARJORIE L BURCH
1218 S MCCOLL RD
EDINBURG, TX 78539-8833

PID: 297253 BURCH PROPERTY RENTALS LLC
2405 GARZA ST
EDINBURG, TX 78539-6642

PID: 958037 CALDERON AMANDA
3217 W SPRAGUE ST UNIT 2
EDINBURG, TX 78539-8018

PID: 668608 .

PID: 618654 A & R LEARNING CENTER INC
1104 S MCCOLL RD
EDINBURG, TX 78539-2922

PID: 633220 ALVAEZ JAIME J & LAURA D
5228 S SUGAR RD
EDINBURG, TX 78539-0200

PID: 633213 BALOGH ANDRAS
3219 DUTCHESS ST
EDINBURG, TX 78539-6442

PID: 651941 BENAVIDEZ ROBERTO G & ARMANDINA
814 EMPRESS ST
EDINBURG, TX 78539-3404

PID: 1380672 BLOCK 1 WEST MEADOWS UNIT 2 HOMEOWNERS ASSOCIATION
3150 W FREEDY GONZALEZ DR
EDINBURG, TX 78539

PID: 668604 BOTELLO JORGE A & MELISSA G
3010 LAKE SHORE DR
EDINBURG, TX 78539

PID: 297254 BURCH MARJORIE L
1218 S MCCOLL
EDINBURG, TX 78539-8833

PID: 668605 CABRERA JOSE EDUARDO & MARTHA H SALAZAR TORRES
3112 HAWTHORNE AVE
EDINBURG, TX 78539-3484

PID: 696819 CAMPOS FRANCISCO & NIDIA TORRES
3223 PAGE AVE
EDINBURG, TX 78539-1005

PID: 633226 CANTU ELIAS & ODELIA
3215 PRINCESS ST
EDINBURG, TX 78539-6462

PID: 696828 CASTRO ROBERT CARLOS & NIMSI CASTRO
1216 DARTMOUTH AVE
EDINBURG, TX 78539-1015

PID: 633799 CHAVEZ ANGELITA
522 E SAMANO
EDINBURG, TX 78539-4650

PID: 696876 CITY OF EDINBURG
PO BOX 1079
EDINBURG, TX 78540-1079

PID: 618580 COCHRAN MICHAEL B & DEANNA M
4206 ORA ST
EDINBURG, TX 78539

PID: 696827 DE LUNA HENRY LEE & ARACELI S
1210 DARTMOUTH AVE
EDINBURG, TX 78539-1015

PID: 696863 DULGHERU OVIDIU A
3102 PAGE AVE
EDINBURG, TX 78539-1004

PID: 618617 ESTRELLADO JOHNNY F & MARIA VICTORIA D FAMILY LIMITED PARTNERSHIP
2113 LA CONDESA
EDINBURG, TX 78539-7764

PID: 20406055 FOMBIN INVESTMENTS GROUP LLC
10318 N 26TH LN
EDINBURG, TX 78504-6376

PID: 20406052 FVK INVESTMENTS GROUP LLC
6412 NW 161ST CT
EDMOND, OK 73013-1983

PID: 696869 CARDENAS ALECTOR & ROSA ELIA
3224 PAGE AVE
EDINBURG, TX 78539-1005

PID: 696820 CHAMBERLAIN JAVIER & BETHANNE C
3217 PAGE AVENUE
EDINBURG, TX 78539-1005

PID: 539869 CITY OF EDINBURG
PO BOX 1079
EDINBURG, TX 78540-1079

PID: 633249 CITY OF EDINBURG
PO BOX 1079
EDINBURG, TX 78540-1079

PID: 651973 COLEMAN CHRISTOPHER SCOTT & EVA MARIE COLEMAN
3209 KNIGHT AVE
EDINBURG, TX 78539

PID: 652000 DIAZ ERIC D
3210 KNIGHT AVE
EDINBURG, TX 78539-3406

PID: 633237 EAST MIKE
906 EMPRESS ST
EDINBURG, TX 78539-3403

PID: 20406054 FOMBIN INVESTMENTS GROUP LLC
10318 N 26TH LN
EDINBURG, TX 78504-6376

PID: 20406053 FVK INVESTMENTS GROUP LLC
6412 NW 161ST CT
EDMOND, OK 73013-1983

PID: 696815 G & GC CONSTRUCTION INC
3209 SALVADOR AVE
EDINBURG, TX 78539-1003

PID: 651937 GARZA ENRIQUE & YOLANDA
840 EMPRESS ST
EDINBURG, TX 78539-3404

PID: 696823 GONZALEZ MARIO M III & VALERIA M
3113 PAGE AVE
EDINBURG, TX 78539-1004

PID: 633803 GONZALEZ SARA F & JOSE LUIS
3328 MIDLAND CIRCLE
EDINBURG, TX 78539-7754

PID: 651942 GUERRA ALMA
808 EMPRESS ST
EDINBURG, TX 78539-3404

PID: 668600 HARO ROBERTINA
707 SABAL AVE
EDINBURG, TX 78539-3758

PID: 633230 HECKMAN ANNETTE D & JUAN ELIAS CANTU
3214 PRINCESS ST
EDINBURG, TX 78539-6462

PID: 696867 IBRAHIM NASSER & OLA OBEIDO
3212 PAGE AVE
EDINBURG, TX 78539-1005

PID: 297248 K & Z DEVELOPERS LTD
824 E HACKBERRY AVE STE 110
MCALLEN, TX 78501-6788

PID: 652001 LABASBAS JOEL & ERICA FAZ
3206 KNIGHT AVE
EDINBURG, TX 78539-3406

PID: 958472 LASHANTE ENTERPRISES INC
3525 W FREDDY GONZALEZ DR STE B
EDINBURG, TX 78539-8544

PID: 651972 GENER REGIS S & VIENNA MAY
3205 KNIGHT AVE
EDINBURG, TX 78539-6848

PID: 696868 GONZALEZ RICARDO
3218 PAGE AVE
EDINBURG, TX 78539-1005

PID: 297256 GUERRA ALEJANDRO
1220 S MCCOLL RD
EDINBURG, TX 78539-8833

PID: 651939 GUTIERREZ LILIANA R & ARMANDO JR
826 EMPRESS ST
EDINBURG, TX 78539-3404

PID: 668617 HARO SANDRA
3119 HAWTHORNE AVE
EDINBURG, TX 78539-3462

PID: 668615 HUNSBERGER HEATHER LEE
3103 HAWTHORNE AVE
EDINBURG, TX 78539-3462

PID: 651944 ISLAS OMAR & YANIRA
3203 LANCELOT LN
EDINBURG, TX 78539-3431

PID: 297247 K & Z DEVELOPERS LTD
824 E HACKBERRY AVE STE 110
MCALLEN, TX 78501-6788

PID: 20406068 LASHANTE ENTERPRISES INC
3525 W FREDDY GONZALEZ DR STE B
EDINBURG, TX 78539-8544

PID: 633236 LEWIS MARICELA JESSE GOMEZ
910 EMPRESS ST
EDINBURG, TX 78539-3403

PID: 618616 LOPEZ ORLANDO & EDNA
2317 BAYLOR AVE
MCALLEN, TX 78504-4677

PID: 958036 LOZANO-TIJERINA PROPERTIES LLC
310 E DALLAS AVE
MCALLEN, TX 78501-8951

PID: 958040 LOZANO-TIJERINA PROPERTIES LLC
310 E DALLAS AVE
MCALLEN, TX 78501-8951

PID: 696825 MAHADEVAN HEMAROJA
3101 PAGE AVE
EDINBURG, TX 78539-1004

PID: 696870 MCCLELLAND JACK
2614 W FREDDY GONZALEZ DR
EDINBURG, TX 78539-7351

PID: 633789 MIDLANDS HOMEOWNERS ASSOCIATION INC
PO BOX 1714
EDINBURG, TX 78540-1714

PID: 633235 MORA ANDREA LEIGH
914 EMPRESS ST
EDINBURG, TX 78539-3403

PID: 651938 MUNOZ OLGA VERONICA MUNOZ
832 EMPRESS ST
EDINBURG, TX 78539-3404

PID: 20406056 NMC RENTALS LLC
4903 JUNE DR
EDINBURG, TX 78539-0046

PID: 633232 OZUNA JUAN G JR & DELIA PEREZ
1012 EMPRESS ST
EDINBURG, TX 78539-6443

PID: 696824 LOVE CARL J
3107 PAGE AVE
EDINBURG, TX 78539-1004

PID: 958039 LOZANO-TIJERINA PROPERTIES LLC
310 E DALLAS AVE
MCALLEN, TX 78501-8951

PID: 958065 LOZANO-TIJERINA PROPERTIES LLC
310 E DALLAS AVE
MCALLEN, TX 78501-8951

PID: 696817 MARTINEZ JUDITH BARRON
1203 ESTHER AVE
EDINBURG, TX 78539-1000

PID: 633789 MIDLANDS HOMEOWNERS ASSOCIATION INC
PO BOX 1714
EDINBURG, TX 78540-1714

PID: 651943 MONRREAL MONTSERRAT
802 EMPRESS
EDINBURG, TX 78539-3404

PID: 618579 MORA FRANK & ROSA MORA
2604 SAN LORENZO
MISSION, TX 78572-6488

PID: 20406057 NMC RENTALS LLC
4903 JUNE DR
EDINBURG, TX 78539-0046

PID: 696826 ORTIZ OSCAR
1204 DARTMOUTH AVE
EDINBURG, TX 78539-1015

PID: 633801 PADRON JESUS
3324 MIDLANDS CIRCLE
EDINBURG, TX 78539-7754

PID: 20406017 PATINO NAIVY CANDELAR MORENO
724 WELLINGTON AVE
EDINBURG, TX 78539-3476

PID: 958038 PENA ILEANA
3217 W SPRAGUE ST UT3
EDINBURG, TX 78539-8015

PID: 668602 PENA SERGIO & STEPHANIE ANN
719 SABAL AVE
EDINBURG, TX 78539-3758

PID: 696866 PEREZ LUIS G & REGINA N DEL BOSQUE
3206 PAGE AVE
EDINBURG, TX 78539-1005

PID: 633221 PORRAS FRANCISCO J & JESSICA
3214 DUTCHESS ST
EDINBURG, TX 78539-6442

PID: 696821 RAMIREZ ALEJANDRO JR
3211 PAGE AVE
EDINBURG, TX 78539-1005

PID: 633800 RIOS RODOLFO & ANA LUISA
3322 MIDLANDS CIR
EDINBURG, TX 78539-7754

PID: 633214 RODRIGUEZ JAY J
3213 DUTCHESS ST
EDINBURG, TX 78539-6442

PID: 696818 RODRIGUEZ ROEL A JR
3229 PAGE AVE
EDINBURG, TX 78539-1005

PID: 668607 ROSAS EMILIA M & MARCOS ALONZO GARCIA
3026 HAWTHORNE

PID: 633805 PENA EDITH
3332 MIDLANDS CIR
EDINBURG, TX 78539-7754

PID: 696816 PENA MARGIL A & IBONNIE A
1209 ESTHER AVE
EDINBURG, TX 78539-1000

PID: 651971 PEREZ HIRAM & JENNIFER G
3204 LANCELOT LN
EDINBURG, TX 78539-6852

PID: 668606 POLVI EARL & NANCY
3104 HAWTHORNE AVE
EDINBURG, TX 78539-3484

PID: 618583 PRESIDIO OWNERS ASSOCIATION INC
916 S MCCOLL RD
EDINBURG, TX 78539-8304

PID: 1305753 RBR DEVELOPMENT & INVESTMENTS LLC & VALSEV LLC
931 S MCCOLL RD STE A
EDINBURG, TX 78539-2936

PID: 668614 RODRIGUEZ EULALIO III
3025 HAWTHORNE AVE
EDINBURG, TX 78539-3470

PID: 633228 RODRIGUEZ ROBERT & FRANCINE PHOENIX
3228 PRINCESS ST
EDINBURG, TX 78539-6462

PID: 696865 ROMERO FRANSCISCO XAVIER JR & ALMA DELIA
3114 PAGE AVE
EDINBURG, TX 78539-1004

PID: 668601 SALAZAR JULIO & KARINA GRANADOS-GALEANA
713 SABAL AVE

PID: 668616 SALINAS OSIEL JR & NORMA
3111 HAWTHORNE AVE
EDINBURG, TX 78539-3462

PID: 668609 SELLING ALL HOPE LLC
3010 HAWTHORNE AVE
EDINBURG, TX 78539-3473

PID: 696780 SONORA DEVELOPMENT LP
7097 N EXPRESSWAY 77 STE 7
OLMITO, TX 78575-9808

PID: 633225 THOMAS SEBASTIAN VETTATH
3221 PRINCESS ST
EDINBURG, TX 78539-6462

PID: 20406051 TOFSEF VENTURES LLC
9317 N 15TH ST
MCALLEN, TX 78504-3689

PID: 633804 TRUEBA STEPHEN & LAUREN TREVINO
3330 MIDLANDS CIR
EDINBURG, TX 78539

PID: 618582 V A V LC
916 S MCCOLL RD
EDINBURG, TX 78539-8304

PID: 696864 VALDEZ JOSE A & MELISSA
3108 PAGE AVE
EDINBURG, TX 78539-1004

PID: 668613 VERGARA ROLANDO & INDIRA CANTU
3017 HAWTHORNE AVE
EDINBURG, TX 78539-3470

PID: 657104 YBARRA ABEL & GABRIELA VILLALOBOS YBARRA
3208 LANCELOT LANE

PID: 633802 SANDOVAL ARLENE
3424 INEZ ST
EDINBRG, TX 78539-5000

PID: 668603 SHAHEEN FERZANDA S
725 SABAL AVE
EDINBURG, TX 78539-3758

PID: 20406049 STONEMORE CAPITAL LLC
7144 HIGHTOWER DR
NORTH RICHLAND HILLS, TX 76182-3344

PID: 633229 THOWSON MARK B & JACQUELINE M
3222 PRINCESS ST
EDINBURG, TX 78539-6462

PID: 20406050 TOFSEF VENTURES LLC
9317 N 15TH ST
MCALLEN, TX 78504-3689

PID: 618581 V A V LC
916 S MCCOLL RD
EDINBURG, TX 78539-8304

PID: 696822 VALDEZ CYNTHIA
3205 PAGE AVE
EDINBURG, TX 78542

PID: 297255 VELA OMAR P
3927 W MILE 17 1/2 RD
EDINBURG, TX 78541-6202

PID: 651936 XIAO NAN
902 EMPRESS ST
EDINBURG, TX 78539-3403

ORDINANCE NO. _____

AN ORDINANCE AMENDING, SUPPLEMENTING, AND CHANGING THE BOUNDARIES OF RESIDENTIAL, PRIMARY (RP) DISTRICT AND COMMERCIAL, GENERAL (CG) DISTRICT TO RESIDENTIAL, PRIMARY (RP) DISTRICT, A TRACT OF LAND CONTAINING 11.689 ACRES SITUATED IN THE COUNTY OF HIDALGO, TEXAS, BEING OUT OF LOT 3, SECTION 275, TEXAS-MEXICAN RAILWAY COMPANY'S SURVEY, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 24, PAGES 168-171, HIDALGO COUNTY DEED RECORDS, LOCATED AT 3100 WEST SPRAGUE STREET, EDINBURG, HIDALGO COUNTY, TEXAS, FROM ONE DISTRICT TO ANOTHER; PROVIDING A REPEALER CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE; PROVIDING FOR CODIFICATION; PROVIDING A WAIVER OF THE THREE (3) SEPARATE READINGS; AND ORDAINING OTHER PROVISIONS RELATED TO THE SUBJECT MATTER HEREOF.

WHEREAS, the owner of the herein described real estate has submitted to the Planning and Zoning Commission of the City of Edinburg, Texas, a proposed amendment, and the proposed supplement and change to the boundaries of the Residential, Multi-family (RM) and Commercial, General (CG) 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 tract of land containing 11.689 Acres situated in the County of Hidalgo, Texas, being out of Lot 3, Section 275, Texas-Mexican Railway Company's Survey, according to the plat thereof recorded in Volume 24, Pages 168-171, Hidalgo County Deed Records, Located at 3100 West Sprague Street, Edinburg, Hidalgo County, Texas, from Residential, Multi-family (RM) District and Commercial, General (CG) 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 October 10, 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 November 5, 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, Multi-family (RM) District and Commercial, General (CG) District to Residential, Primary (RP) District and the boundaries of said Districts are hereby amended, supplemented and changed so as to delete the said area from the said Residential, Multi-family (RM) District and Commercial, General (CG) 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 5th day of November 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: November 5, 2024
PUBLIC HEARINGS
Agenda Item No: 9.D.
Ordinance: Rezoning Request 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. On October 24, 2024, staff received a petition with signature's in favor of the request, it has been attached for Council's consideration. 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. This request came before the City Council on October 15, 2024 and was tabled by the City Council to allow the applicant to meet with surrounding residents. The applicant provided a petition and is made part of this report for the Council's review.

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 – 11/5/24
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

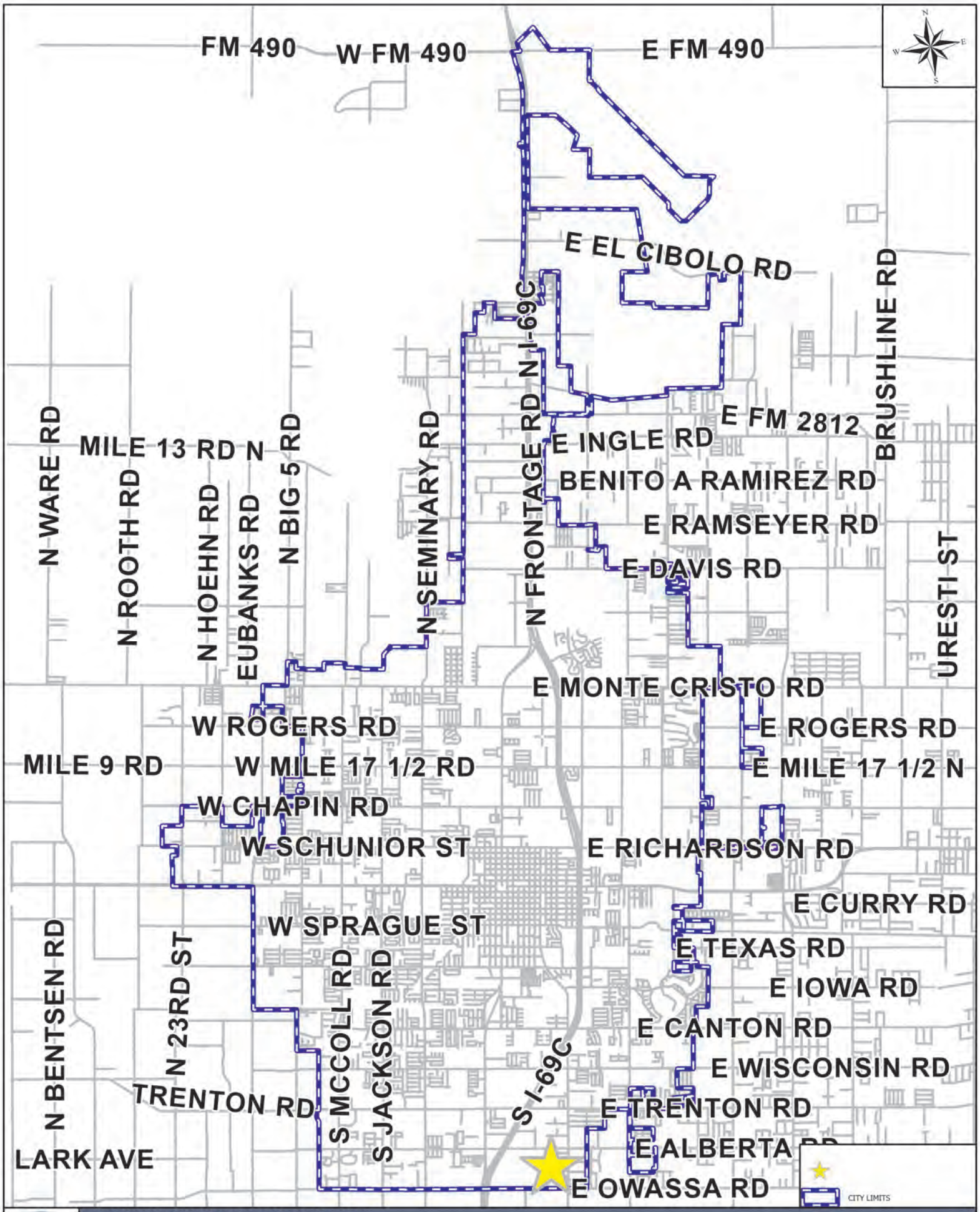
EVALUATION

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.

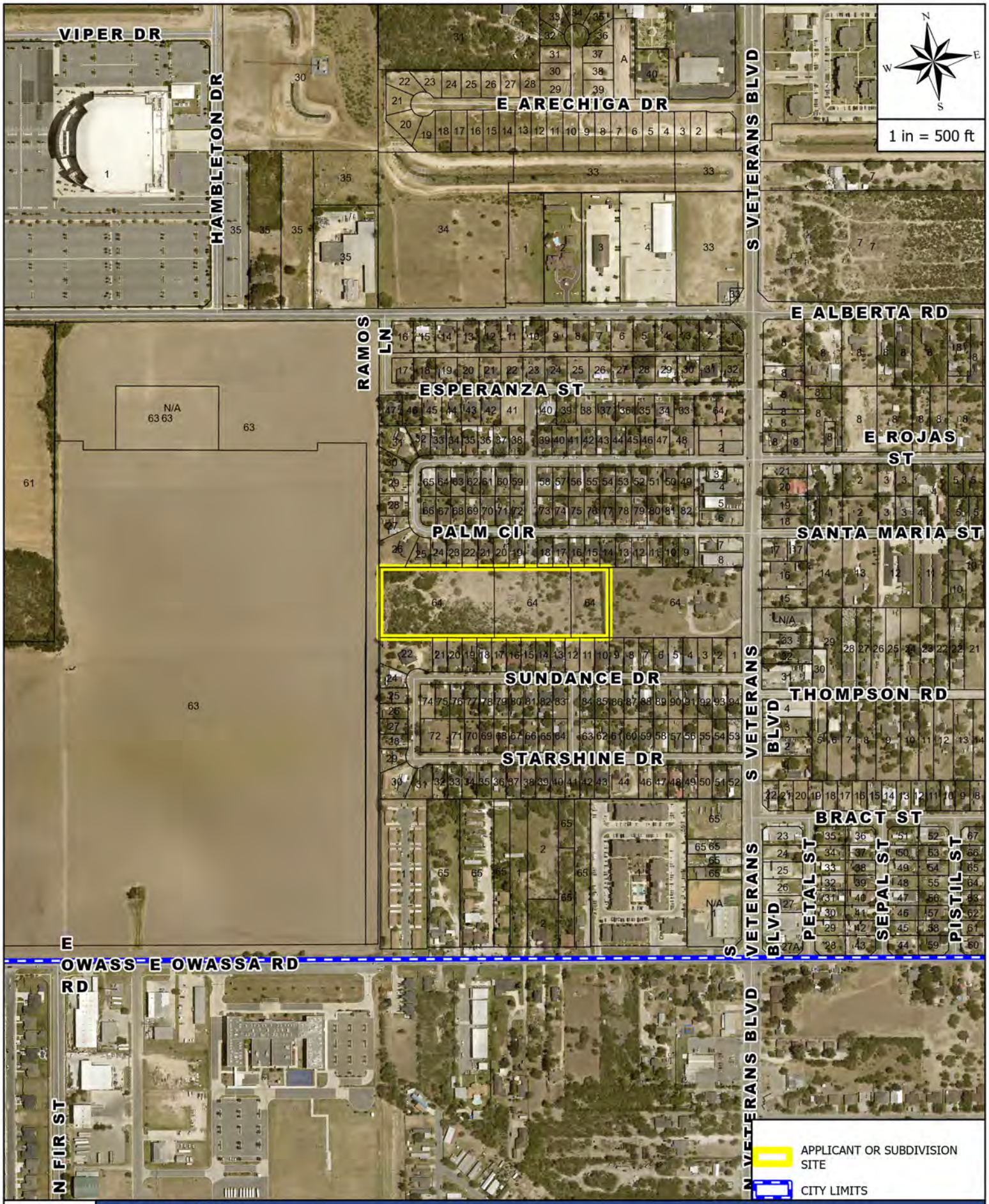
A rezoning request for this property was recommended for denial at the June 11, 2024 Planning and Zoning Commission Meeting. The applicant has since resubmitted the request, this time for a zoning district with lower density. Staff mailed a notice of the public hearing to 93 neighboring property owners on Friday, September 13, 2024, and had received no comments in favor and none against this request at the time this report was prepared. On October 24, 2024 staff received a petition with signature's in favor of the request, it has been attached for Council's consideration. 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

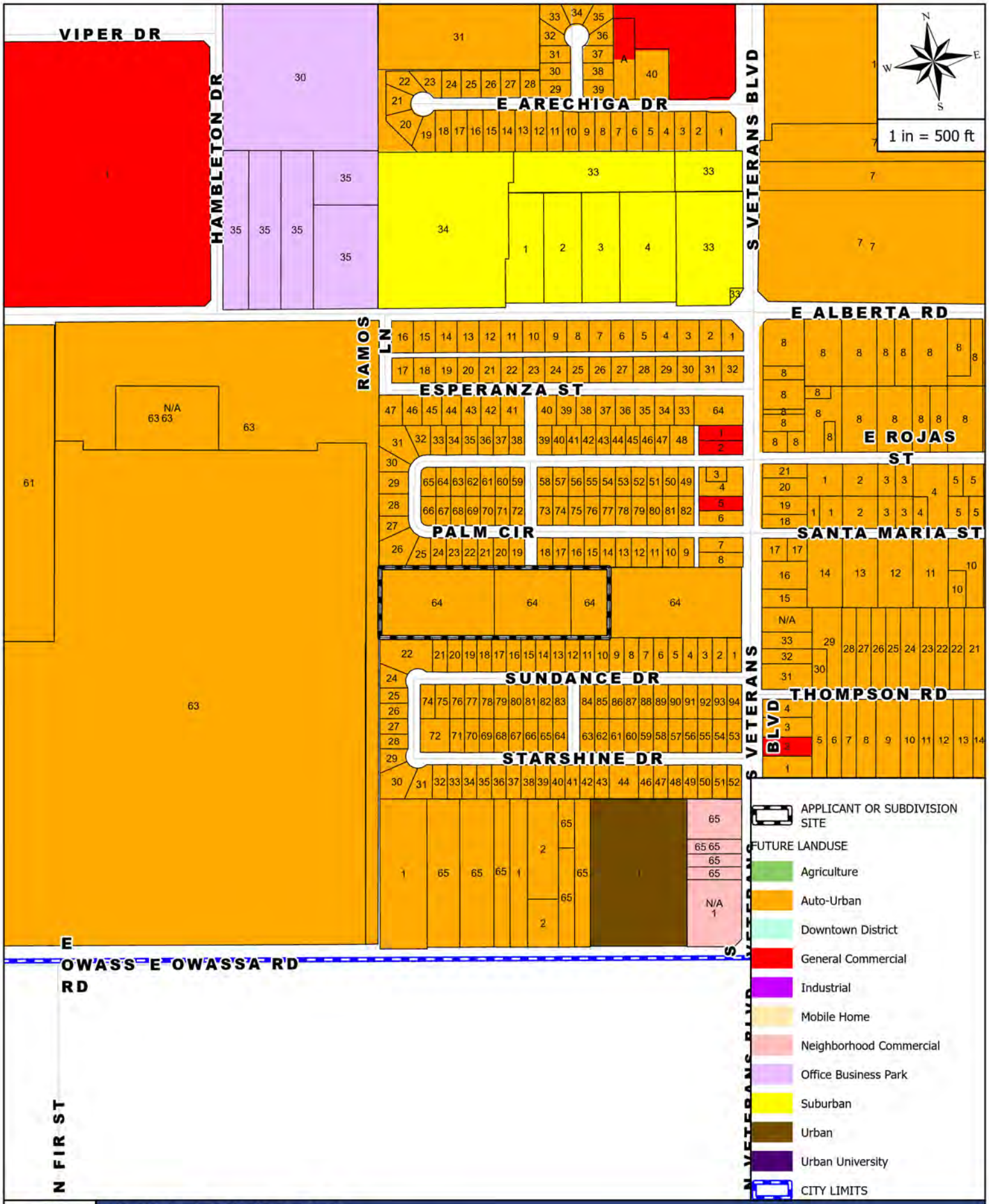
APPLICANT AND/OR SUBDIVISION:

RZNE-2024-0231 5313 ROLANDO DR - JESUS VASQUEZ

ZONING MAP

APPLICANT AND/OR SUBDIVISION:

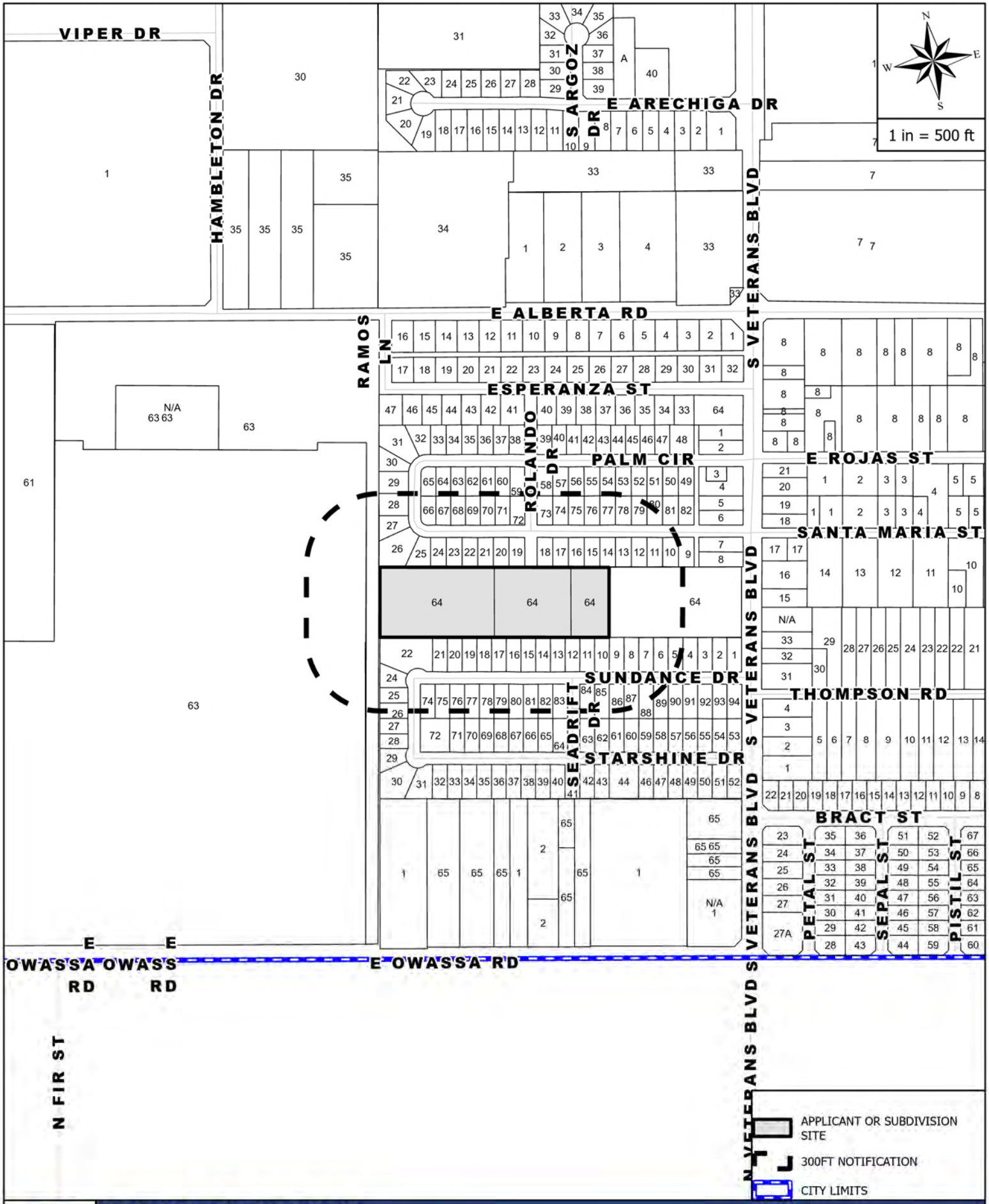
RZNE-2024-0231 5313 ROLANDO DR - JESUS VASQUEZ



FUTURE LANDUSE MAP

APPLICANT AND/OR SUBDIVISION:

RZNE-2024-0231 5313 ROLANDO DR - JESUS VASQUEZ



MAILOUT AND SITE MAP

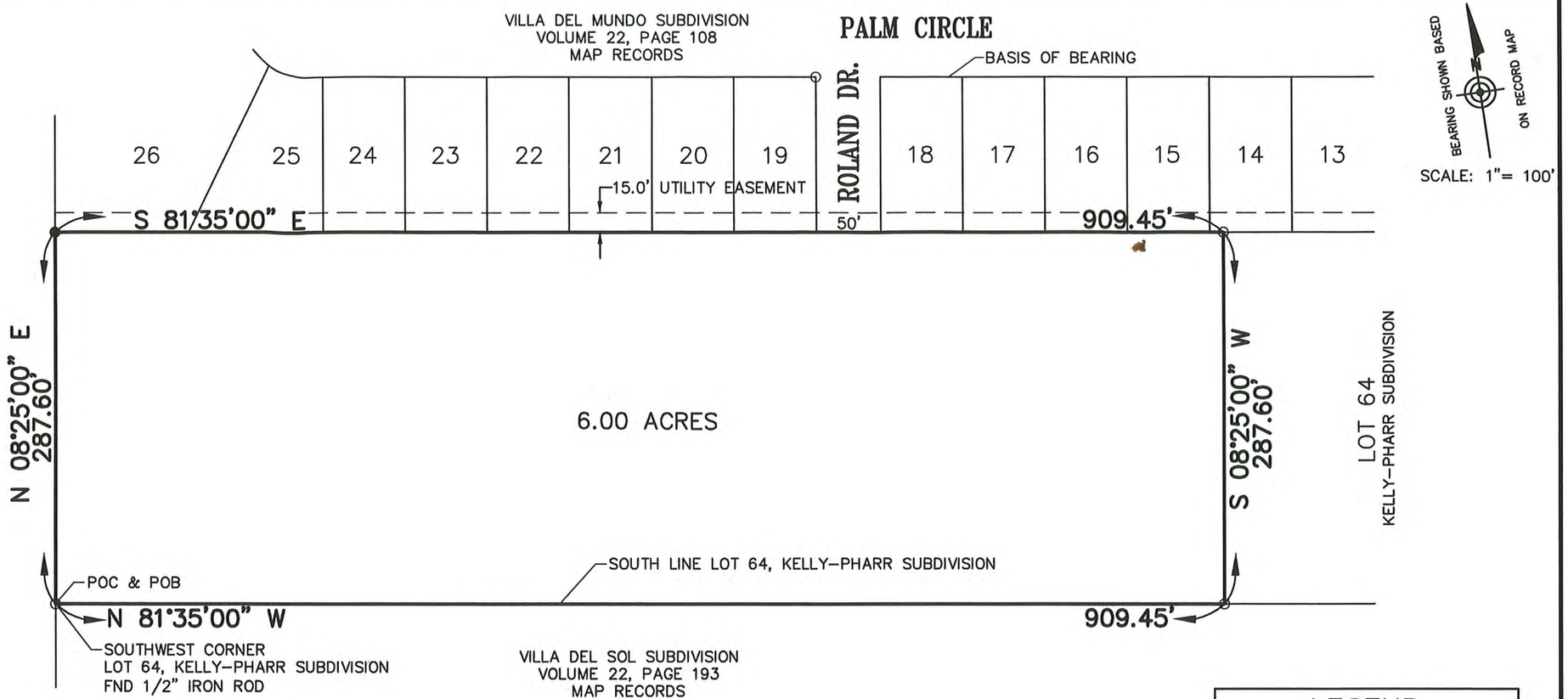
APPLICANT AND/OR SUBDIVISION:

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

LEGEND	
●	– FD. 1/2" IRON ROD
○	– 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.

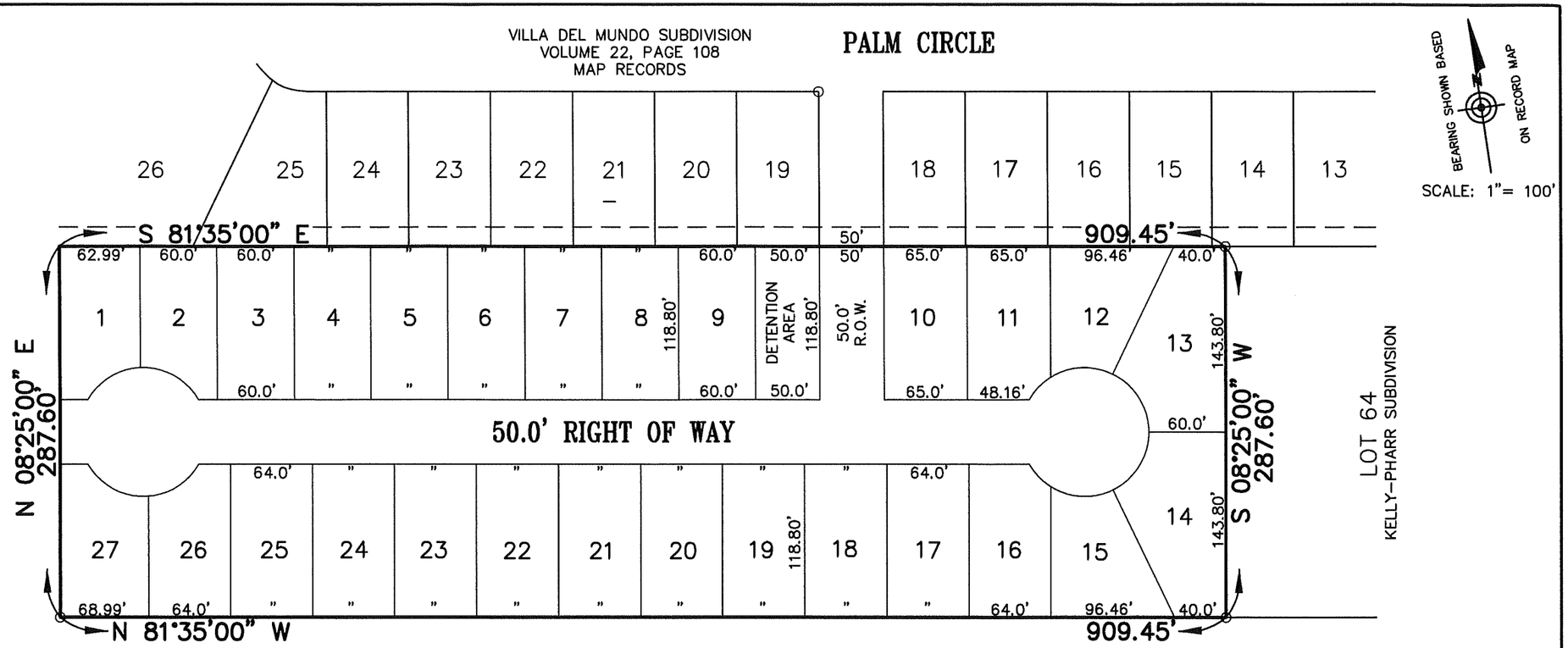
4/15/2024

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

JOB NUMBER
SUR 24 047

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

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



PLAT SHOWING

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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 # RZWE-2024-0231

Date: 16-26-2024

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: AGRICULTURA 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.**

FIRMAS DE LOS VECINO QUE ESTAN DE ACUERDO DE LA SUBDIVICION LOCALISADO EN 5313 REYNOLDS DRIVE LAND OUT OF LOT 69 KELLY-PHARR SUBDIVISION

RZNE-2024-0231 JESUS VASQUEZ - OWNER NOTIFICATION LIST REPORT

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
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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

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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

PAGINA 1 DE 5

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
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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 Ramiro Alonzo
EDINBURG, TX 78542-7909

PID: 314519 ALONZO MARIA ANGELICA
1020 PALM CIRCLE DR Maria Angelica Alonzo
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 Javier H Montalvo
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

PID: 202028 MARQUEZ JUAN H & SYLVIA SANJAY & ANJALI KHANNA
13040 HEMPSTEAD RD
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GRAHAM, WA 98338-6052

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EDINBURG, TX 78542

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EDINBURG, TX 78542-5999

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EDINBURG, TX 78542-7956

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EDINBURG, TX 78542-7909

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EDINBURG, TX 78542-7956

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EDINBURG, TX 78542-8363

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EDINBURG, TX 78542-7909

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139 LAUMAIA LN
BASTROP, TX 78602

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EDINBURG, TX 78542-0238

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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 5th day of November 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: November 5, 2024
ORDINANCE
Agenda Item No: 10.A.
Ordinance: Special Use Permit University Drafthouse Beerfest 2024

1. **Agenda Item:**
Consider Ordinance Providing for a Temporary Special Use Permit for the "University Drafthouse Beerfest 2024" to be Held on Saturday, November 16, 2024, at the Edinburg Amphitheatre Area Located at 201 W. McIntyre Street as Requested by Sony Rego and Ronnie Larralde. [Jaime Acevedo, Director of Planning and Zoning]

2. **Description:**
The applicant is requesting a Temporary Special Use Permit for the "University Drafthouse Beerfest 2024" to be held on Saturday, November 16, 2024, Edinburg Amphitheatre Area located at 201 W. McIntyre Street.

The event will start at 5:00 p.m. and end at approximately 11:00 p.m. This request is being coordinated with several City departments including Fire, Parks and Recreation, Police, Public Works, and Solid Waste Department and the County of Hidalgo.

The applicant has provided 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 "University Drafthouse Beerfest 2024" to be held on Saturday, November 16, 2024, at the Edinburg Amphitheatre Area located at 201 W. McIntyre Street.

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
C. Hold Harmless Agreement

MEETING DATES:
CITY COUNCIL – 11/05/2024
DATE PREPARED – 09/13/2024

STAFF REPORT
GENERAL INFORMATION

APPLICATION:	Temporary Special Use Permit for "University Drafthouse Beerfest 2024"
APPLICANT:	Ronnie Larralde / Sony Rego
AGENT:	N/A
LEGAL:	Property Id: 164823 and 164822
LOCATION:	Located at 201 West McIntyre Street
LOT/TRACT SIZE:	N/A
CURRENT USE OF PROPERTY:	Edinburg Amphitheatre Area
PROPOSED USE OF PROPERTY:	Outdoor Event "Food and Beer Festival"
EXISTING LAND USE/	North – Residential, Multi-Family (RM) District and Residential, Primary (RP) District
ADJACENT ZONING:	South – Down Town District (DT) District East - Down Town District (DT) District West - Down Town District (DT) District
LAND USE PLAN DESIGNATION:	Commercial
ACCESS AND CIRCULATION:	This property has access onto West McIntyre Street a two (2) lane collector roadway
PUBLIC SERVICES:	Public utilities serve the site.
RECOMMENDATION:	Staff recommends approval of the Temporary Special Use Permit for "University Drafthouse Beerfest 2024" A comprehensive evaluation is on the following pages.

SPECIAL USE PERMIT
"UNIVERSITY DRAFTHOUSE BEERFEST 2023"

EVALUATION AND CONDITIONS FOR APPROVAL

The following is the staff's evaluation and conditions for approval of this application. "University Drafthouse Beerfest 2024" event.

1. **Duration:** The proposed days and hours requested by the applicant are as follows: Saturday – November 16, 2024 – 5:00 p.m. to 11:00 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 West McIntyre Street and various other intercity streets in the Downtown District.

3. **Security Services:** Security services are provided by off-duty city police officers until the time of closing of the operation.

4. **Sanitation:** The applicant must provide roll-off containers from the Solid Waste Department for this event.

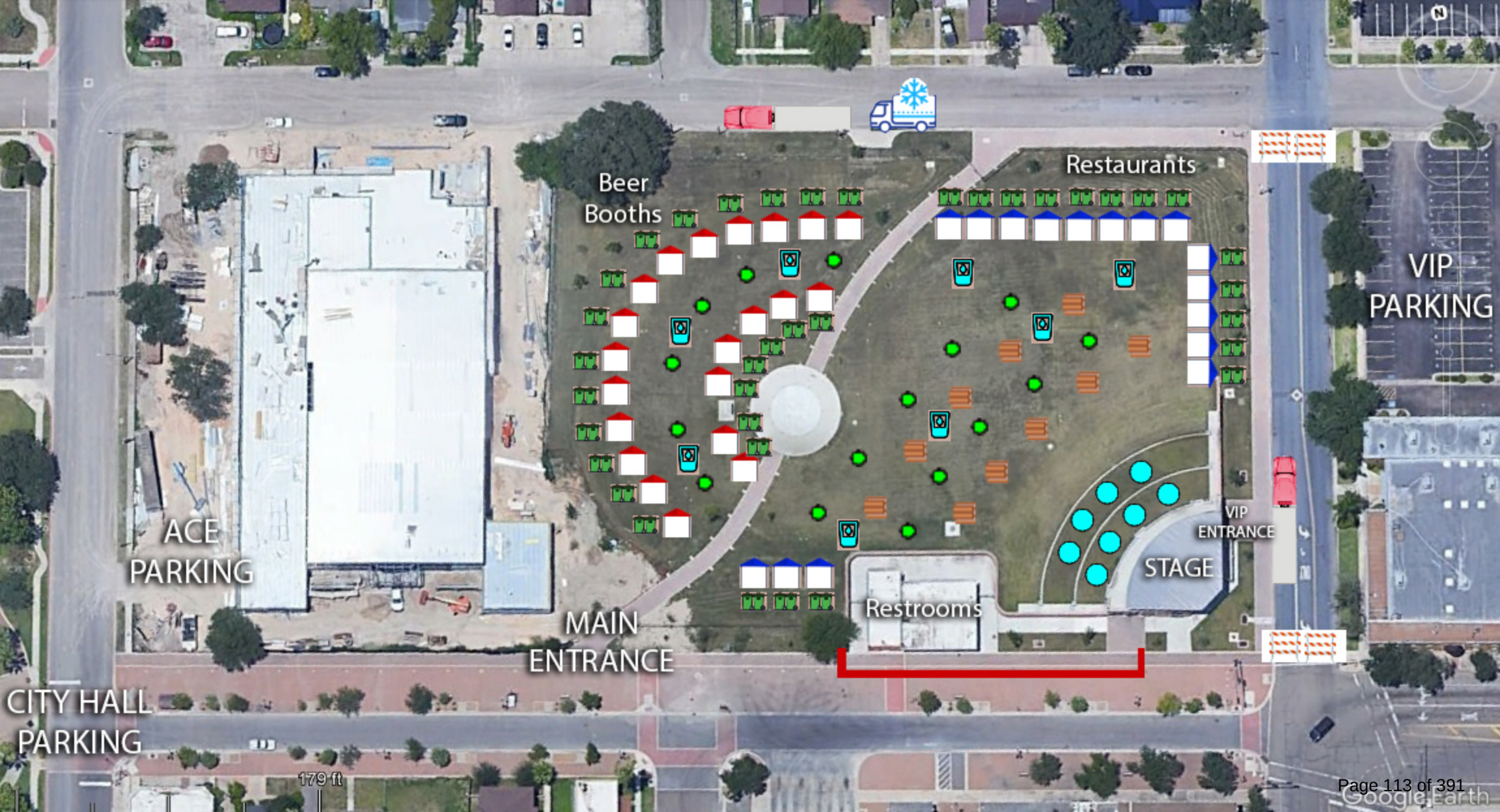
5. **Electric and Lighting:** Outdoor events will be provided with electrical generators if necessary.

6. **Site Restoration:** The applicant will maintain and clear the property.

7. **Liability Insurance:** The City is provided with and is included as an added insured in the liability insurance carried by the applicant.

8. **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.

9. **Health Permit:** A temporary health permit for food vendors must be obtained through the Code Enforcement Division.


Beer
Booths
Restaurants
VIP
PARKING
ACE
PARKING
VIP
ENTRANCE
STAGE
Restrooms
MAIN
ENTRANCE
CITY HALL
PARKING
179 ft
Google Earth

September 17, 2024

Mayra Ayala
City of Edinburg
P.O. Box 1079
Edinburg, Texas 78540

Dear Ms. Ayala:

University Drafthouse together with the Edinburg Chamber of Commerce and the Edinburg Arts foundation are excited to announce the preparation for University Drafthouse Beerfest 2024 in Edinburg. The University Draft House Beer Fest is the most sought-after Beer Festival in the Rio Grande Valley! Citizens will experience an array of unique casks, one-of-a-kind collaborations, and your favorite porters, stouts, pilsners, ales, wheats, belgians, ciders, and lagers to name a few. Citizens will also taste delicious food from some of the best local restaurants in the area. The ticket includes live music, interactive games, a wine garden, food and so much more. The best part is every ticket will benefit the arts, culture, education and hospitality programs for the Edinburg Arts Foundation and the Edinburg Chamber CVB division.

We would like to request a special use permit for University Drafthouse Beerfest to be held Saturday, November 16, 2024 at the Promenade Park Amphitheater located at 201 W. McIntyre Street. Event hours of operations will be from 6:00 pm. till 11:00 p.m. on Saturday. With an event of this caliber, we would also like city support from staffing and equipment to continue our partnership and request waivers of fees to help make this event successful. We would need the following support from city departments including: Police Officers/ equipment, Fire Dept Staff/ Equipment, Parks Staff/ Equipment, Library Staff/ Equipment, Public Works Staff/ Equipment, and Solid Waste Staff/ Equipment.

University Drafthouse Beerfest Committee will continue to work closely with City of Edinburg Staff, Fire Department, and Police Department on all the details within the coming weeks to make sure we have a safe and fun event. Again, thank you for your continued support of this event over the years. If you have any questions concerning University Drafthouse Beerfest 2024, please call me.

Sincerely,

Ronnie Larralde
Executive Director
Edinburg Chamber of Commerce

Explore Edinburg

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

THE CITY OF Edinburg

Special Use Permit Application:
Events (Temporary Use Permit)

Date: September 17, 2024 ENERGOV CASE #: _____

1. Type of Event: Community Festival
2. Name of Event: University Drafthouse Beerfest Phone: (956) 383-4974
3. Fundraising Event? ☑ YES ☐ NO Does Event Sponsor have IRS 501(c)(3) status? ☑ YES ☐ NO

   If fundraiser, please state use of proceeds: Edinburg Arts Foundation and Edinburg Chamber
4. Contact Name: Ronnie Larralde
5. Mailing Address: 602 W. Univesity Dr, Edinburg Tx 78539
6. Email: chamber@edinburg.com
7. Address/Location of Event: 201 W. Promenade Park Ampitheater
8. Legal Description of Property: Promenade Park Ampitheater
9. Present Land Use _____ Zoning District: _____
10. Days & Hours of Event: Saturday November 16, 2024- Setup 9am - 5pm / Event Time 6pm-11-pm

Ronnie Larralde
Name (Please type or print

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**
- ☐ **Insurance**

Fee: $200

PUBLIC HEARING DATE (CITY COUNCIL) – 6:00 P.M.: _____

NOTE: FAILURE TO APPEAR ON THE PUBLIC HEARING DATE MAY RESULT IN DENIAL OF APPLICATION.

ORDINANCE NO. _____

AN ORDINANCE GRANTING A TEMPORARY SPECIAL USE PERMIT FOR THE "UNIVERSITY DRAFTHOUSE BEERFEST 2024, TO BE HELD SATURDAY, NOVEMBER 16, 2024, AT THE EDINBURG AMPHITHEATRE AREA LOCATED AT 201 W. MCINTYRE 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 THEREOF

WHEREAS, Sony Rego and Ronnie Larralde, have applied for a Temporary Special Use Permit under Article 2.205 of the Unified Development Code of the City of Edinburg, Texas for the "University Drafthouse Beerfest 2024" to be held on Saturday, November 16, 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 2.205 of the Unified Development Code of the City of Edinburg, Texas, be granted to the Sony Rego and Ronnie Larralde, for the "University Drafthouse Beerfest 2024" to be held at Edinburg Amphitheatre Area located at 201 W. McIntyre Street, Edinburg, Hidalgo County, Texas, with the following conditions:

1. **Duration:** The proposed days and hours requested by the applicant are Saturday, November 16, 2024, from 5:00 p.m. to 11:00 p.m. The days and hours of operation must meet Section 130.22 Curfew Hours of the Code of Ordinances.

2. **Access Control:** The main access for this event will be from West University Drive and various other intercity streets in the Downtown District.

3. **Security Services:** Security services are provided by off-duty city police officers until the time of closing of the operation.

4. **Sanitation:** The applicant must provide roll-off container(s) from the Solid Waste Department for this event.

5. **Electric and Lighting:** Outdoor events will be provided with electrical generators.

6. **Noise:** There will be a PA system during the event along with live entertainment. The noise will be minimal and will conclude at 11:00 p.m.

7. **Site Restoration:** The applicant will maintain and clear the property and City ROW.

8. **Liability Insurance:** The City is provided with and is included as an added insured in the liability insurance carried by the applicant.

9. **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(s) and the City.

10. **Health Permit:** A temporary health permit for food vendors must be obtained through the Code Enforcement Division if food will be provided at the event.

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.

<u>SECTION VI.</u> 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.

<u>SECTION VII.</u> 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 5th day of November, 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

STATE OF TEXAS §

HOLD HARMLESS AGREEMENT

COUNTY OF HIDALGO §

CITY OF EDINBURG

This agreement is entered into this 5th day of November 2024, by and between the City of Edinburg, Edinburg Chamber of Commerce and The University Drafthouse.

INDEMNITY

To the maximum extent allowed by law, the undersigned, Edinburg Chamber of Commerce and The University Drafthouse, its agents, employees and/or representatives (Indemnitor), agrees to hold harmless, indemnify, and defend the following:

The CITY OF EDINBURG, TEXAS, a home-rule municipal corporation of the State of Texas, with its offices located at 415 West University Drive, Edinburg, Hidalgo County, Texas, its employees, elected and appointed officials, officers, successors and assigns (City)

(collectively referred to as Indemnitee) from and against any and all causes of action, claims, liabilities, obligations, judgments, losses, or damages, including reasonable attorneys' fees and costs of litigation ("claims") arising out of, or in connection with, the Temporary Special Use Permit granted October 15, 2024 for the "University Drafthouse Beerfest 2024" to be held on Saturday, November 16, 2024 from 5:00 P.M. to 11:00 P.M. at the Edinburg Amphitheatre Area located at 201 W. McIntyre Street, Edinburg, Hidalgo County, Texas.

This agreement shall be governed by the laws of the State of Texas. It is further stipulated and agreed that the laws of the State of Texas shall control in the construction of this instrument. Indemnitor and Indemnitee agree that the venue for any and all disputes related to this Agreement shall be Hidalgo County, Texas. For any controversy, claim, or dispute arising out of or relating to this Agreement, Indemnitor and Indemnitee shall first attempt to informally resolve such controversy, claim, or dispute. Thereafter, Indemnitor and Indemnitee shall submit in good faith to mediation before commencing a legal proceeding. Each party shall bear its own costs and expenses, including attorneys' fees and costs, in seeking to enforce the terms of this Agreement.

EXECUTED this the 5th day of November, 2024.

CITY OF EDINBURG

BY: _____
Myra L. Ayala, City Manager

APPROVED AS TO FORM

Edinburg Chamber of Commerce
University Drafthouse
Indemnitor

BY: _____ BY: _____

Josephine Ramirez-Solis, City Attorney

Ronnie Larralde,
Edinburg Chamber of Commerce

BY: _____
Sony Rego,
University Draft House

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: November 5, 2024
AWARDING OF BIDS
Agenda Item No: 11.A.
Purchase: Premium Fabric Stacking Chairs and Haul Away Chair Trucks (Dolly)

1. **Agenda Item:**
Consider Authorizing the Purchase of Premium Fabric Stacking Chairs and Haul Away Chair Trucks (dolly) for the Edinburg ACE Building Ballroom from Hertz Furniture Through the Local Government Purchasing Cooperative (BuyBoard) Contract No. 667-22, in the Amount of $55,502.50. [Tomas D. Reyna, Assistant City Manager]

2. **Description:**
In an effort to continue providing efficient and cost-effective purchasing for the City of Edinburg, the city is a member of the following different Cooperative Purchasing Entities in the State of Texas, Houston Galveston Area Council (HGAC), Local Government Purchasing Cooperative (BuyBoard), Sourcewell, Texas Interlocal Purchasing System (TIPS), OMNIA Partners Cooperative, Texas Department of Information Resources (DIR) and the Texas Facilities Commission (TFC). 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 ACE building is located just west of the Promenade Park Amphitheater. The building consists of a 36,800 square foot multi-purpose building for hosting art classes, cultural events, conferences, and other social events, as well as a ballroom and office space for some city operational functions.

City staff is requesting the purchase of 1,000 stacking chairs and five (5) haul away chair trucks (dollies) to be used at the ACE Building ballroom. The premium fabric stacking chairs and haul away chair trucks will be purchased from Hertz Furniture through Buyboard Contract No. 667-22, in the amount of $55,502.50.

Funding is available through the Signature Bank Capital Lease Program.

3. **Staff's Recommendation:**
Approve Authorizing the Purchase of Premium Fabric Stacking Chairs and Haul Away Chair Trucks (Dolly) for the Edinburg ACE Building Ballroom from Hertz Furniture Through the Local Government Purchasing Cooperative (BuyBoard) Contract No. 667-22, in the Amount of $55,502.50.

Reviewed by:

Prepared by:
Tomas Reyna, Assistant City Manager

Attachments:
A. Hertz Furniture Quote 10.09.24
B. 21028 Edinburg Cultural Arts Center_IFC Model - Ballroom Furniture Layouts
C. City of Edinburg Mail - Dana Abbot - Hertz Furniture_Quote Attached

D. City of Edinburg Mail - Re_ EXTERNAL Dana Abbot - Hertz Furniture_Quote Attached

Quote #: 712905
Prepared on: 10/09/2024 11:42 am

Quote

Thank you for allowing Hertz to quote your furniture. This quote is valid for 15 days.
When you are ready to place your order, please sign the final page and return this entire document to me.
Please let me know if you have any questions.

You can also e-sign this document (recommended) using the button below:

Sign using e-Signature

Quote for delivery to:

City of Edinburg
Tom Reyna
315 W McIntyre St
Edinburg, TX 78539

956-388-8207

Questions? Please Contact...

TX Regional Sales Manager

Dana Abbott
dana@hertzfurniture.com
O: 800-526-4677 x1320

Sales Support Rep

Lea Davidson
lead@hertzfurniture.com
ext. 1151

Quote Details

Premium Fabric Stacking Chair
Model #BSC-9350
Upholstery/Frame: Greystone / Black Santex

$52.50/unit
Qty. 1000
$52,500.00

Haul Away Chair Truck
Model #SCHD-2A
color: Brown

$122.50/unit
Qty. 5
$612.50

Notes:

Pricing Per Contract

Contract Name/Number: Buyboard 667-22

© 2024 Hertz Furniture. All Rights Reserved.
170 Williams Dr. Ramsey, New Jersey 07446

Quote #: 712905
Prepared on: 10/09/2024 11:42 am

Tailgate Delivery Charge With Notification Before Delivery	**$2,390.00**

Quote billing address:

City of Edinburg
Tom Reyna
415 W University Dr
Edinburg, TX 78539
956-388-8204

Subtotal:	$55,502.50
Taxes:	$0.00
Total:	**$55,502.50**

THANK YOU FOR THE OPPORTUNITY TO QUOTE YOUR FURNITURE.

© 2024 Hertz Furniture. All Rights Reserved.
170 Williams Dr. Ramsey, New Jersey 07446

Terms and Conditions

We do our best to make sure that your order is correct. Please review this order to confirm that the model number, color, quantity, size, and price are all correct. If all the information is accurate, please sign and return to me by email. If there is a discrepancy, please call Dana Abbott at 800-526-4677 x1320 so that we may correct the error and process your order.

1. **Know Your Shipping Methods:**
    a. **Tailgate delivery** - The truck driver is only responsible to move the furniture to the tailgate (back) of the truck. You are responsible to unload the furniture from the truck and carry it into your building.
    b. **Liftgate Delivery*** - Recommended for heavier or larger shipments. A liftgate (a steel elevator-like platform at the end of the truck) is used to lower the merchandise off the truck down to the street level, so you don't have to do it yourself.
    c. **Assisted Inside Delivery*** - The truck driver will help you offload the goods from the truck and bring them into the first dry area of your building.
    d. **Notify Before Delivery**** - When a shipment is ready to ship, the trucking company will call you within approximately 24 hours to arrange for a convenient time for the delivery

***Liftgate Delivery and Assisted Inside Delivery are available for an additional charge. If you do not order these services in advance and then request them from the freight company at the time of delivery, or if a redelivery will be required, you will be responsible for any additional charges incurred.**

****Notify Before Delivery is available for an additional charge. Unless you request this service, you will not be notified about the delivery ahead of time. If you're not available to accept the delivery, you will be responsible for redelivery charges.**

2. **Steps to take at time of delivery to protect against loss or damage:**
    a. **Verify count** - Make sure you are receiving as many cartons as are listed on the delivery receipt. If any shortage is discovered, note exactly how many cartons are short on the carrier's delivery receipt and have the driver note the shortage on your copy.
    b. **Carefully examine each carton for damage** - If damage is visible, note this fact on the delivery receipt and please be specific with your notations (for example, cartons crushed or carton has a hole in it). If the cartons are severely damaged, do not accept the shipment. The customer has a right to accept partial shipments and refuse the remaining damaged units. If a carton has appearances that the contents inside may possibly be damaged, insist that it be opened right at that time, and both you and the driver should make a joint inspection of the contents. Any such concealed damage should likewise be noted on the delivery receipt and on your copy. Be sure to retain your copy. Hertz Furniture should be advised immediately. Please contact our Customer Service department at 800-526-4677 option 4.
    c. **Immediately after delivery, open all cartons and inspect for concealed damage** - Even though the driver has already left, all cartons should immediately be opened, and the contents inspected for possible concealed damage. Hertz Furniture will only accept responsibility for damage reported within 5 days from delivery.

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3. **Steps to take when visible or concealed damage is discovered:**
    a. **Retain damaged items** - Not only must damaged items be held at the point where they are received, but the cartons and all inner packing materials must be held until an inspection is made by a carrier inspector.
    b. **Report concealed damage to Hertz Furniture immediately** upon the discovery of damage that could not have been determined at time of delivery. Failure to report damages within 5 days will affect replacements of the damaged merchandise and the outcome of the claim.
    c. **Document all your correspondence in writing** - Pictures of the damaged cartons as well as their contents are required. This documentation will enable Hertz Furniture to settle the freight claims more efficiently and rapidly.
4. **Document all your correspondence in writing -** Pictures of the damaged containers as well as the contents in the containers are required. This documentation will enable Hertz Furniture to settle the freight claims more efficiently and rapidly.
5. **Steps to take when carrier makes inspection of damaged items:**
    a. **Have damaged items in receiving area** - Make certain the damaged items have not been moved from the receiving area prior to discovery of the damage. Allow the inspector to inspect damaged items, cartons, inner packing materials and freight bill. Be sure to retain your delivery receipt - it will be needed as a supporting document when the claim is filed.
    b. **After the inspector fills out inspection report, carefully read it before signing** - If you do not agree with any facts or conclusions made by the inspector on the report, do not sign it. Unless repairs will be completely satisfactory, be sure the inspector requests replacement on the inspection report.
    c. **Forward your copy of the inspection report and delivery receipt to Hertz Furniture** - Call our Customer Service department at 800-526-4677 option 4 for further instructions. A freight claim will be filed on your behalf. Should you choose to do so, you may file your own claim. Hertz Furniture will take no responsibility should your claim be declined.
6. **Steps to take after inspection has been made:**

    The damaged merchandise must be held in original cartons - Hertz Furniture will advise you of the disposition of the damaged unit when the claim is settled. The customer must make the product available for salvage pick up.
7. **Order Cancellation:**

    An order may be canceled, but only before the order has been sent to production. In some cases, cancellations can be accepted even after the order is in production, but additional fees (restocking and/or cancellation) will be billed to your account.

    If the order has already shipped, we can no longer cancel the order.

    To confirm that your order has been canceled, we will send you a cancellation notice. Only then will the cancellation be in effect.

    Custom orders (including many upholstered items) are non-cancelable.
8. **Returns:**

    A return authorization must be issued before returning any merchandise. A restocking charge, as well as round trip freight charges, will be charged.

    All items must be in the original carton, unassembled and unused. Please note that returns cannot be made after the product has been assembled. Custom orders are non-returnable. Many products (e.g. upholstered items) are considered custom items and are non-returnable. Please call us at 800-526-4677 for details.

    Returns cannot be made after 30 days.

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9. Payment:

Payment is due 30 days after the date of invoice, less any amount requested by Hertz Furniture as a deposit at time of order. The customer is required to pay for products received, but not for products that are on backorder.

Delinquent accounts are subject to a 1.5% monthly interest fee and in accordance with the Halachic Guidelines of Heter Iska and shall pay all collections costs. If Hertz Furniture is required to initiate any legal proceedings to enforce collection of the sums due from customer, the prevailing party in such litigation shall be entitled to recover its attorney's fees and costs incurred therein.

The invoice is due and payable in Ramsey, Bergen County, New Jersey. Jurisdiction for all legal issues will be the court system of the State of New Jersey.

Hertz Furniture reserves the right to make any and all changes to its website at its sole discretion without notice to the User. Hertz Furniture reserves the right to deny access to its website to anyone at any time. This Agreement shall be deemed to include all other notices, policies, disclaimers, and other terms contained in its website; provided, however, that in the event of a conflict between such other terms and the terms of this Agreement, the terms of this Agreement shall control.

This Agreement is governed by the laws of the State of New Jersey, USA, without reference to conflicts of laws provisions. User consents to the exclusive jurisdiction and venue of courts in Bergen County, New Jersey, U.S.A. in all disputes arising out of or relating to this agreement or use of the website. Use of the website is unauthorized in any jurisdiction that does not give effect to all provisions of these terms and conditions, including without limitation this paragraph.

Any rights not expressly granted herein are reserved.

I have read, understand, and accept this Quotation set forth above and the terms and conditions attached hereto. I further understand that, by signing and returning to Hertz Furniture a copy of this Quotation, CUSTOMER is entering into a contract with Hertz Furniture Systems, LLC (dba Hertz Furniture) to purchase the items set forth in this Quotation on the terms set forth herein and in the "Terms and Conditions" set forth herein and is further granting to Hertz Furniture Systems, LLC a lien on the items set forth in this Quotation as collateral for the obligations of CUSTOMER pursuant hereto, including payment to Hertz Furniture Systems, LLC, and consents to Hertz Furniture Systems LLC's filing of a UCC-1 Financing Statement with the appropriate governmental agency to perfect said lien.

CUSTOMER

City of Edinburg
Tom Reyna
415 W University Dr
Edinburg, TX 78539
956-388-8204

Quote # 712905

Signature:_____ Name:_____

Date:_____ Title:_____

Alt Phone # (Mobile / Work / Personal) _____

Sign using e-Signature

© 2024 Hertz Furniture

Version 2022.05.03

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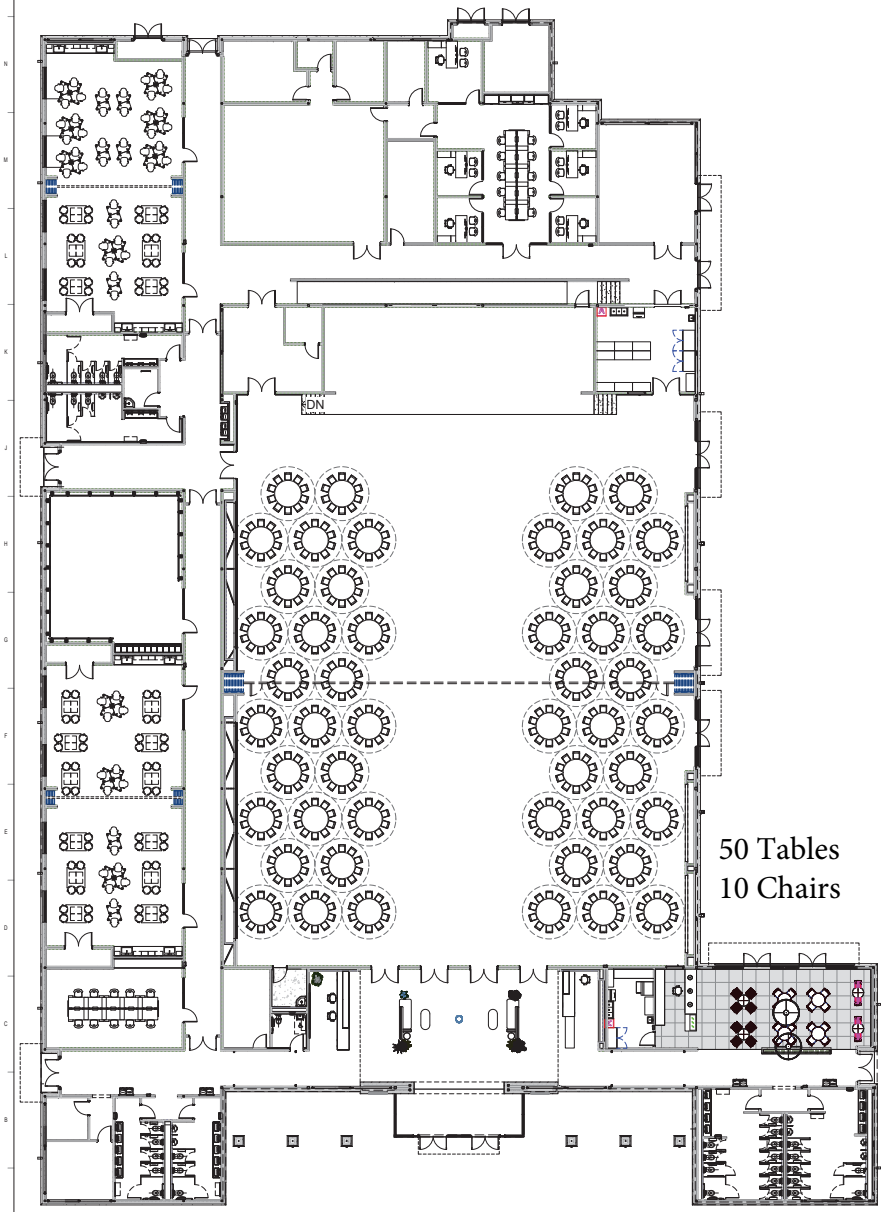
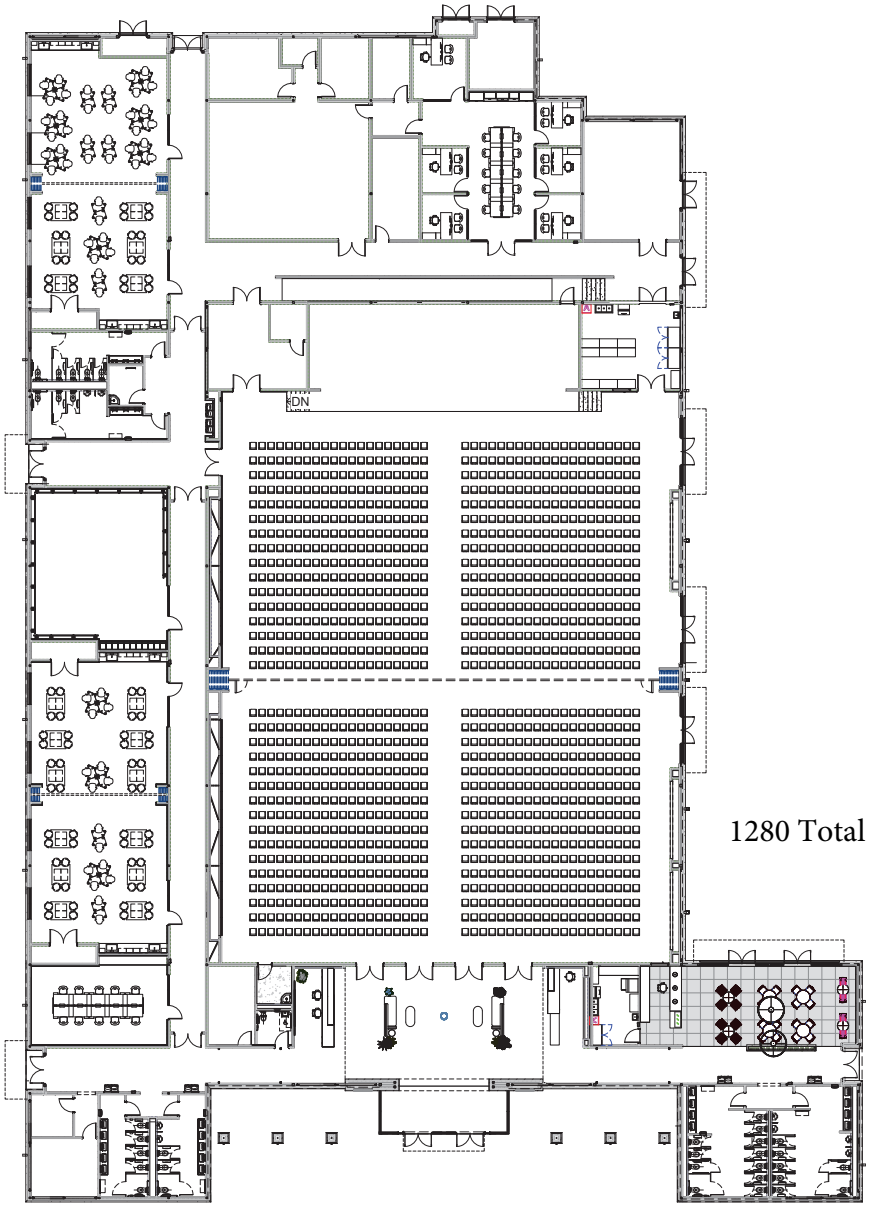


1 COMPOSITE FLOOR - FFE Presentation
ELEVATION
3/32" = 1'-0"



2 COMPOSITE FLOOR - FFE Presentation Aisles
ELEVATION
3/32" = 1'-0"

9/12/2024 2:08:24 PM
Autodesk Docs://21028 Edinburg Cultural Arts Center/21028 Edinburg Cultural Arts Center_JFC Model.rvt

ero
300 S. 8th Street, McAllen TX 78501
(P) 956 661-0400 | gaero.com

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ELIA DOVAL, P.E., AIA
TEXAS REGISTRATION NO.
Engineer 30301
Architect 18760

Edinburg ACE Building

CITY OF EDINBURG
315 W McINTYRE ST. EDINBURG, TX 78541

No.	Date	Description

PROJECT No.: 21028
ISSUE DATE: 05/14/24
DRAWN BY: Author
CHECKED BY: Checker
Sheet Name
Unnamed

Sheet Number
ASI 008 SK2

Project Status:
CONSTRUCTION DOCUMENTS
ISSUED FOR CONSTRUCTION

Tomas D. Reyna <treyna@cityofedinburg.com>

Dana Abbot - Hertz Furniture/Quote Attached

1 message

Dana Abbott <Dana@hertzfurniture.com> Thu, Oct 10, 2024 at 10:21 AM
To: "Tomas D. Reyna" <treyna@cityofedinburg.com>

Tomas,

Good morning! I just spoke with the Customer Service Manager at National Public Seating he confirmed that the chairs would ship out in 2 weeks due to the large quantity and estimate an additional 7 days for delivery, in total 3 weeks for installation at your location. Please advise if that works for you.

Dana Abbott - **Hertz Furniture**

Regional Sales Manager

O: 800-526-4677 x 1320 C: 832-946-0771

6821 Fulton Street, Houston, TX 77022

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From: Dana Abbott <Dana@hertzfurniture.com>
Sent: Wednesday, October 9, 2024 10:03 PM
To: Tomas D. Reyna <treyna@cityofedinburg.com>
Subject: Re: EXTERNAL Dana Abbot - Hertz Furniture/Quote Attached

Tomas,

I would estimate that delivery would be within 10-14 days, standard ship from vendor is 2-3 days but due to large quantity it might be a little longer. I will confirm with vendor in the morning.

Dana

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Dana Abbott - **Hertz Furniture**

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From: Tomas D. Reyna <treyna@cityofedinburg.com>
Sent: Wednesday, October 9, 2024 2:31:05 PM
To: Dana Abbott <Dana@hertzfurniture.com>
Subject: Re: EXTERNAL Dana Abbot - Hertz Furniture/Quote Attached

Dana, Can you get me a delivery date if we award on the 11.5.24 and I get you a PO Number before 11.11.24. Tomas D. Reyna Assistant City Manager City Manager's Office : treyna@cityofedinburg.com : (956) 388-8207

Dana,

Can you get me a delivery date if we award on the 11.5.24 and I get you a PO Number before 11.11.24.

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

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On Wed, Oct 9, 2024 at 1:24 PM Dana Abbott <Dana@hertzfurniture.com> wrote:

> Tomas,
>
> Thank you for meeting with me yesterday. I am glad I was able to provide you with our sample chair so that everyone can take a look and have a chance to sit on it. Per our conversation, I had the quote revised to Qty 1000 and also included the dollies which can move 12 chairs at one time. I removed the sales tax so that everything is ready for submittal.
>
> You did mention that you had classrooms and were working on a pottery studio, if you have dimensions and capacity information we are happy to do some renderings for your review.
>
> Please see attached for Vendor List that will take you to all the catalog/website links. Look forward to working with you. Contact us if you are looking for something in particular, even if it is just a one off item we are happy to help.
>
> Get Outlook for iOS

Dana Abbott - **Hertz Furniture**

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Still at a school meeting, I will call when I am free. Thank you.

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Sent: Tuesday, October 8, 2024 1:06:05 PM
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CITY OF EDINBURG - CITY COUNCIL
Meeting Date: November 5, 2024
AWARDING OF BIDS
Agenda Item No: 11.B.
RFP No. 2024-021, 2024 Holiday Lighting and Decorations

1. **Agenda Item:**
Consider Awarding RFP No. 2024-021, 2024 Holiday Lighting and Decorations for the City of Edinburg's Promenade Walkway, Promenade Park, and City Hall to Sixto Garza Jr. Enterprises, LLC (Six Shooter Softwash), the Highest Ranking Proposal in the Amount Not to Exceed $70,000.00 and Authorize the City Manager to Enter Into a Professional Services Agreement Pursuant to the City's Ordinances and Procurement Policies. [Tomas D. Reyna, Assistant City Manager]

2. **Description:**
Since 2020, the City of Edinburg has created a festive ambiance with striking holiday lighting at City Hall, the Promenade Walkway, and Promenade Park. This year, city staff is requesting to enhance the lights and the boundaries in these areas with a creative and cohesive holiday display. If approved, the lights will be in place by November 28, 2024 and removed by the week of January 15, 2025.

On October 15, 2024, requests for proposals were opened for RFP No. 2024-021, 2024 Holiday Lighting and Decorations. Two (2) RFP's were received and opened. The two (2) vendors met all the specified requirements, and their proposals underwent ranking. The ranking committee consisted of the Assistant City Manager, Building Maintenance Manager, Parks Manager, and Director of Public Works. After review and tabulation, staff recommends awarding RFP No.2024-021, 2024 Holiday Lighting and Decorations to Sixto Garza Jr. Enterprises, LLC (Six Shooter Softwash), the lowest bidder meeting specifications, in the amount not to exceed $70,000.00. The City of Edinburg has previously done business with Sixto Garza Jr. Enterprises, LLC (Six Shooter Softwash). The city has verified no monies are owed to the city by Sixto Garza Jr. Enterprises, LLC (Six Shooter Softwash).

Below is the list of vendors in their ranked order:

1. Sixto Garza Jr., Enterprises LLC (Six Shooter Softwash)
2. Holiday Outdoor Décor

Funding is available within the 2024-2025 Hot Tax Fund.

3. **Staff's Recommendation:**
Approve Awarding RFP No. 2024-021, 2024 Holiday Lighting and Decorations for the City of Edinburg's Promenade Walkway, Promenade Park, and City Hall to Sixto Garza Jr. Enterprises, LLC (Six Shooter Softwash), in the Amount Not to Exceed $70,000.00 and Authorize the City Manager to Enter Into a Professional Services Agreement Pursuant to the City's Ordinances and Procurement Policies.

Reviewed by:

Prepared by:
Tomas Reyna, Assistant City

Manager

Attachments:

A. RFP 2024-021 City of Edinburg
B. Bidder's List-Holiday Lighting and Decorations
C. Notice to Respondents - 2024 Holiday Lighting and Decorations
D. [Six Shooter Softwash] Response Document Report (1)
E. HOD_Proposal (1)
F. Vendor Scores by Evaluation Criteria - 2024 Holiday Lighting and Decorations
G. HOLIDAY LIGHTING AND DECORATIONS FOR THE CITY OF EDINBURG'S PROMENADE WALKWAY, PROMENADE PARK, AND CITY HALL Agreement

208 E Emory Ave, McAllen TX 78504
Sixto Garza Jr Enterprises LLC
956-878-9698

October 10, 2024

RFP# 2024-021
2024 Holiday Lighting and Decorations for the City of Edinburg's Promenade Walkway, Promenade Park, and City Hall.

- All Labor, materials, SWP3, permits, traffic control, disposal, equipment, and all installation necessary for the Installation of the Christmas Decorations located at Edinburg City Hall, Promenade Walkway, and Promenade Park is included in this proposal. Storage, installation and maintenance/replacement of lights and decorations is also included in this proposal.
- Cords/wiring will be customized and cut to ensure no excessive wire line is exposed. Lines will be secured and hidden, when possible, to avoid any safety risks.
- Project will be completed and ready to turn on by November 26, 2024. Lights will be removed on the date specified by the city, by the week of Jan 15, 2025.
- All lighting will be connected to a timer and will remain on from dusk to dawn seven days per week.
- All lights provided will only be commercial grade LED lights.
- All trees wrapped will be done with 4" mini 70 count commercial grade full rectifier coax with weather tight connection system LED lights. There are some trees that will have lights individually custom wired and placed hanging down from the branches. We will use more than 1,100 strands of mini lights. **NOTE: Even though the trees on the east side of City Hall are not mentioned in the proposal, we will wrap all those trees as previous year.**
- The 30 light posts around City Town Square will be wrapped with battery operated Cool White LED lights and will also be on during dusk to dawn.
- This bid is all inclusive and any lifts or additional equipment needed to complete the project is the responsibility of our company.
- As the contractor, we will be responsible for the operation and functionality of all lights to ensure they are correctly operating the entire time. Once a week, we will walk around the area to ensure the lights are working correctly. In the event the city discovers any lights not functioning correctly, please contact Sixto Garza Jr at 956-878-9698 (24/7) and we will correct any deficiency within 24 hours.
- We will be responsible to ensure all trash or debris is picked up.
- We haven't had any issues in the last 4 years, but we will be responsible for repairing any damage done.
- We are certified thru CLIPA (Christmas Light Installation Pro Association) and for the last 4 years (2020, 2021, 2022, 2023), we have provided the City of Edinburg with all Christmas light events. Also, for the last 3 years (2021, 2022, 2023) we have decorated the City of Brownsville Market Square for their Christmas light events.
- Every year, we have provided a different theme, Santa Clause, Candy Cane, Winter Wonder Land, and The Grinch. This year we are proposing a Twinkle Twinkle Little Star/Magical Stary Night Theme with all the lights having a combination of warm white, cool white, sparkling/blinking lights.
- **Holiday Light Show-** For 2024 Christmas Light season, we are unable to create and provide a light show, it takes 4-6 months of create, develop, and planning to be able to properly execute. After the 2024 Christmas Season is over, we will gladly provide a Light Show quote for the 2025 Christmas Season. For 2025 budgetary purposes, a customizable light show will cost approximately $55,000.

- Below are some large-scale outdoor projects we have completed in the past four years for 2020, 2021, 2022 and 2023, City of Edinburg. Also, City of Brownsville, 2021, 2022, 2023 and South Padre Island Conventiion Center/Boat Parade 2021, 2022, 2023 (at the bottom).

Customized - City of Edinburg Light Logo on tree5’X5’

8’ Giant Wreath with customized City of Edinburg Christmas Sign

2022 Winter Wonder
Land Theme

2022 Winter Wonder Land Theme with Spritzers Hanging

2022 Winter Wonder Land Theme –Gazebo decorated

2022 Winter Wonder Land Theme – East Side trees wrapped

2021 Candy Cane Theme

IMG_3609

2020 BELIEVE in Christmas

2020 BELIEVE in Christmas

2020 BELIEVE in Christmas

2020 BELIEVE in
Christmas

2020 BELIEVE in
Christmas

City of Brownsville

CITY of
BROWNSVILLE

Conceptual Plan and Proposal

The theme for this project will be "Twinkle Twinkle Little Star/Magical Stary Night Theme".

Area 1

McIntyre Street from N 5th Ave to 7th Ave

- All 69 trees will be wrapped in warm white and warm white champagne using 4" mini 70 count commercial grade full rectifier coax with weather tight connection LED lights.
- 12 Lamp posts will be wrapped and decorated to include the Gazebo with the theme.
- C7 LED Lights, warm white and cool white twinkle, will be installed along both walls on McIntyre St, 300' each side. (see example below)
- We will install 10 Arch with warm white and warm white champagne lights props on McIntyre between 7th st and the gazebo, but we suggest we move it and place, 5 on each side, of the Christmas tree.
- Additional props will be used along both sides of the fence to enhance the theme.
- 2 Arches will be used and decorated with warm white and cool white twinkle lights.

Area 2

City Hall, Courtyard and Parking Lot Between 7th-8th and McIntyre – University Dr.

- 13 trees will be wrapped in warm white and cool white twinkle with 4" mini 70 count commercial grade full rectifier coax with weather tight connection system LED lights.
- The large tree on the corner of 8th and University Dr. will have warm white and cool white twinkle hanging though out.
- 8 Palm Trees, 18 Lamp posts around the City Hall courtyard will be wrapped and decorated in warm white and cool white twinkle, using C7 LED lights for the palm trees and 4" mini for the lamp posts. Additional material will be used to wrap the post that will enhance the Twinkle Twinkle Little Star/Magical Stary Night Theme.
- The City Hall Roof will be wrapped all around with magnetic C9 warm white and cool white twinkle LED lights, see example below.
- A 16' Giant Sparkling Ornament will be placed next to the fountain, same as last year, for photo opportunities.
- We will also hang Spritzers throughout the courtyard.
- The RFP does not mention or include the trees located on the East side of City Hall. Like previous years, we will wrap all the trees located on the east side of city hall.

Area 3

McIntyre St. from N 8th Ave. to N 10th Ave.

- All 34 small trees will be wrapped in warm white and cool white twinkle using 4" mini 70 count commercial grade full rectifier coax with weather tight connection system LED lights.
- 4 Medium trees will be wrapped from top to bottom using warm white and cool white twinkle 4" mini 70 count commercial grade full rectifier coax with weather tight connection system LED lights. We will also hang spritzers on the trees.
- The 13 Lamp post will be wrapped and decorated warm white and cool white twinkle. Additional material will be used to wrap the post that will enhance the Twinkle Twinkle Little Star/Magical Stary Night Theme.
- Central Fire Station/EOC Center Roof will have magnetic C9 warm white and cool white twinkle LED lights wrapped around the roof.

Area 4

McIntyre Promenade Park, Amphitheater, and ACE Building

- Amphitheater/Concession Stand/Fire Department Museum/ACE Building Roof wrapped all around with magnetic C9 warm white and cool white twinkling LED Lights.
- ACE Building Patio small trees will also be wrapped with mini lights
- Five (5) medium size trees, lights will be wrapped from top to bottom in LED lights, 4" mini 70 count commercial grade full rectifier coax with weather tight connection system LED lights.
- One (1) large size tree, lights will be wrapped from the top to bottom in LED lights, 4" mini 70 count commercial grade full rectifier coax with weather tight connection system LED lights. We will also add Spritzers throughout the tree.
- C-7 or Mini Lights will be used along the rod iron fence line and additional props may be added to compliment the Twinkle Twinkle Little Star/Magical Stary Night Theme
- A customized 8' Giant wreath with The City of Edinburg name prop will be used for photo opportunities, as previously done in the past.
- An 8' Sparkling Horse and Carriage will be used for photo opportunities.
- We will put a 20' Sparkling Giant Ornament that also compliments the overall theme.
- Commercial grade lit garland will be used at the entrances for the amphitheater.
- A 5' LED City of Edinburg Logo will be placed on the center of the Christmas tree.

NOTE: Additionally, we would like to provide 50 each, 24" White Aurora Superstar TM 5 Point Star Light (a light turns in inside), LED Lights, Polypropylene Plastic. During the Christmas lighting ceremony, or anytime the city chooses, kids will be able to paint the star with acrylic paint and/or put their handprints. Once the stars are dried, we will wire them and hang them throughout the east and west side of city hall where they will be displayed during the Christmas season. Once the season is over, the stars can be given to the parents.

Reference List

A. Name of Entity for which services were performed: **City of Brownsville 2021, 2022 & 2023**
B. Brief Description of Scope of Services: **Decorate Market Square with commercial grade LED lights and every year we change it and provide a different theme.**
C. Photos and/or Video of Services: **See Below**
D. Amount of Contract Award: **2021-$50,000, 2022- $25,275, 2023- $38,745**
E. Status of Contract: **Done Annually**
F. Contact Name: **Allan Garces, Downtown Manager, Planning and Redevelopment Dept**.
G. Contact Telephone Number: **956-548-6182 Cell: 956-410-4338**
H. Contact Email Address: **allen.garces@brownsvilletx.gov**

Reference List

1. Name of Entity for which services were performed: **City of Edinburg - Yrs 2020, 2021, 2022 and 2023.**
2. Brief description of Scope of Services. **Holiday Lighting and Decorations -Promenade Walkway, Promenade Park and City Hall**
3. Photos and/or Video of Services.: **See Below**
4. Amount of Contract Award: **yr–2020 - 24,925, yr 2021 - $29,870, yr 2022 - 49,979, Yr 2023 - 61,950**
5. Status of Contract. **Completed on time every year. 2022 Awarded Contract – Done 2022 & 2023**
6. Contact name. **Tom Reyna**
7. Contact Telephone Number. **956-388-8280**
8. Contact Email Address. **treyna@cityof edinburg.com**

See City of Edinburg Pictures above, 2020, 2021, 2022, 2023

South Padre Island Christmas Project 2021, 2022 and 2023

South Padre
ISLAND

South
Padre
ISLAND

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:
2024-1226450

Date Filed:
10/14/2024

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Sixto Garza Jr Enterprises LLC
McAllen, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Edinburg

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.

2024-021
Holiday Lighting and Decorations for City of Edinburg

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

My name is Sixto Garza Jr, and my date of birth is 07-30-1964.

My address is 208 E Emory Ave (street), McAllen (city), TX (state), 78504 (zip code), Hidalgo (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Hidalgo County, State of Texas, on the 14 day of October (month), 20 24 (year).

Signature of authorized agent of contracting business entity
(Declarant)

Thank you for the opportunity to submit for RFP #2024-021, 2024 Holiday Lighting and Decorations for the City of Edinburg's Promenade Walkway, Promenade Park, and City Hall. Any questions, please do not hesitate to contact me at 956-878-9698. Also, I am Texas HUB Certified, Service-Disabled Veteran Owned Business (SDVOB) Certified and **Buy Board vendor approved, # 735-24 Holiday Lighting Decoration**

Sixto Garza Jr/Owner
Sixto Garza Jr. Enterprises LLC, dba Six Shooter Softwash
CLIPA Certified
208 E Emory Ave, McAllen TX 78504
956-878-9698

Bidder's List-Holiday Lighting and Decorations	
ruben@504501promotions.com	pricelessprecisionservicesllc@yahoo.com
jcastillo830team@gmail.com	cindy@eventsplanning.com
adrienne@abventuredesigns.com	mmayett@promosuperheroes.net
ashley@ashleyandcompany.com	info@prosourcespecialties.com
carter.latitia@gmail.com	paige@texaspromo.com
orders@albabackgrounds.com	rrcwholesale@outlook.com
cschaefer@armadilloadvertising.com	cmitchum@RedEagleTexas.onmicrosoft.com
Alexanderreignco@yahoo.com	cindy@redvelvetevents.com
BALLOONSWITHATWISTDFW@GMAIL.COM	csr@bizsupplies.com
rstiff@bateswells.com	bids@ssww.com
info@beintentionalbrandsllc.com	samzmentalhealth@gmail.com
ann@brandingworksltd.com	Kia@scs-2020.com
ashley@breezydayllc.com	sheenservicesllc@gmail.com
bukabowl@gmail.com	dawn@signaturelanemarketing.com
admin@bhindthescene.com	silverlakesolutionsllc@outlook.com
cathy.cksalesandservices@gmail.com	slate23llc@yahoo.com
Clifrecia@aol.com	taylor.campbell@thesparkfarm.com
z.morgan@cccreationsusa.com	stonemarkdesigns@gmail.com
debbieh@calfeespecialties.com	yvonne@studioimageinc.com
info@cfjmfg.com	jackie@swagnecessities.com
colbycontracts@gmail.com	sircharlesinv@gmail.com
info@marshadorseyoutlaw.com	killeen.owner@windowgenie.com
support@chillswagshop.com	texpropnp@gmail.com
kelley@clandestinenola.com	texashubexpress@gmail.com
kathryn.daniel@danielpromotions.com	belinda@texxusindustriesllc.com
tshanel33@gmail.com	cass@TheButlerEnterprises.com
elitebestlogistic@gmail.com	ggarza@cegroupinc.net
jhicks@ellisprod.com	cetekgroup@gmail.com
bsingla@empowerseas.com	Evans@kreativdesk.us
terry@classypromo.com	annetoxey@tmdaexhibits.com
nancy@gandgsignstudio.com	donna@donnaco.com
Contact@officialgnerd.team	theroseboutiquesa@gmail.com
bids@globelectric.com	buffalogaphardware@gmail.com
hello@tammyloving.com	rusty@annwermestationers.com
bids@sonaturalcatering.com	Robin.Wilburn@Hotmail.Com
Googallionaires@yahoo.com	WRIGHTIVLLC@GMAIL.COM
twannia.arnold@greatvineservices.com	info@winninnovations.com
rubyfo@gmail.com	alnama3corpnuku@gmail.com
abrown@gideontoal-ms.com	madebymab@yahoo.com
artemiscontractingco@gmail.com	maryt@marjaccreations.com
mary@houstonchemsafe.com	gmitat@mdservice.solutions

pfconfetti@yahoo.com	mialynette41@yahoo.com
bids@indepth.events	Noelia@n-aconsulting.com
info@jadoballoonsdecor.com	nichole@nchanting-scrubs.com
Info@shopjuelzjems.com	chefyo@nuksys.com
JUSTPAPERS1@YAHOO.COM	ruby.ayala@urbanpropertysolutions.com
jamie@lastingimpressionsadvertising.com	pamela@pamelahopedesigns.com
info@ldwserv.com	marketing@pdmediagroup.org
lonestarservicesandsupplies@gmail.com	pasion6476@yahoo.com
james.muiruri@yahoo.com	monwell@pmlogisticsllc.com
hello@lovethislife.events	LUMATECLIGHTING2000@YAHOO.COM
SIXTO@SIXSHOOTERSOFTWASH.com	

REQUEST FOR PROPOSAL

2024-021

2024 HOLIDAY LIGHTING AND DECORATIONS FOR THE CITY OF EDINBURG'S PROMENADE WALKWAY, PROMENADE PARK, AND CITY HALL

City of Edinburg

415 W. University Drive

Edinburg, TX 78541

RELEASE DATE: September 25, 2024

DEADLINE FOR QUESTIONS: October 9, 2024

RESPONSE DEADLINE: October 15, 2024, 3:00 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

https://secure.procurenow.com/portal/cityofedinburg

City of Edinburg

REQUEST FOR PROPOSAL

2024 Holiday Lighting and Decorations for the City of Edinburg's Promenade Walkway, Promenade Park, and City Hall

I. Introduction .....

II. Legal Notice .....

III. Instructions, Terms and Conditions.....

IV. Specifications .....

V. Vendor Questionnaire.....

VI. Pricing Proposal .....

VII. Evaluation Criteria .....

Attachments:

A - Agreement

1. Introduction

1.1. Summary

The purpose of these solicitation documents is to provide a Proposals for **"RFP# 2024-021 2024 HOLIDAY LIGHTING AND DECORATIONS FOR THE CITY OF EDINBURG'S PROMENADE WALKWAY, PROMENADE PARK, AND CITY HALL"**: The City of Edinburg (hereinafter referred to as "THE CITY") seeks the services of a licensed, qualified and experienced holiday lighting and decorations contractor to provide holiday lighting and decorations the City of Edinburg's Promenade Walkway, Promenade Park, and City Hall, and the select areas for the 2024 holiday season. Our goal is to encourage visitation and to create a full experience for each resident and visitor. The intent of the RFP is to have a successful contractor enter into an agreement with the City of Edinburg for the desired services. The term of the initial agreement shall be for the 2024 holiday season. The City of Edinburg will retain the option, at its sole discretion, to award up to three (3) renewal periods of one (1) year each. The selected company will use creative ideas and concepts to ensure cohesiveness in the holiday theme and design of all lights and decorations in all areas designated by the City of Edinburg in this RFP.

1.2. Contact Information

Criselda Lozano
Purchasing Manager
415 W. University Drive
Edinburg, TX 78541
Email: clozano@cityofedinburg.com
Phone: (956) 388-8964

Department:
City Manager

Department Head:
Myra Ayala
City Manager

1.3. Timeline

Release Project Date	September 25, 2024
Pre-Proposal Meeting (Non-Mandatory)	October 9, 2024, 9:00am Promenade Park Amphitheater 201 W. McIntyre St. Edinburg, Texas 78539
Question Submission Deadline	October 9, 2024, 3:30pm

Proposal Submission Deadline	October 15, 2024, 3:00pm

2. Legal Notice

2.1. Notice to Respondents

The City of Edinburg is soliciting sealed proposals from qualified vendors for 2024 Holiday Lighting and Decorations for the City of Edinburg's Promenade Walkway, Promenade Park, and City Hall.

Sealed Proposals must be submitted electronically or received by the City Secretary's Office no later than:

3:00 pm, Tuesday, October 15, 2024.

All sealed proposals must be received either electronically or at the designated location by the deadline shown. Proposals received after the deadline will not be considered for the award of the contract and shall be considered void and unacceptable.

All proposals will be opened, and respondent's names publicly read aloud promptly in the City Hall Community Room, at 415 W. University Dr., Edinburg, TX 78539, at 3:00 pm, Tuesday, October 15, 2024.

To obtain a copy of the Request for Proposals or submit an electronic proposal please visit:

https://procurement.opengov.com/portal/cityofedinburg

If a Respondent chooses to submit a Hard Copy Proposal, it must be delivered in a sealed envelope with a return address and clearly marked "City of Edinburg RFP No. 2024-021" to the City Secretary's Office prior to the RFP opening date and time. The receiving time in the City Secretary's Office will be the governing time for acceptability of the proposals. The Respondent's firm name shall appear on the outside of the envelope.

Submit Proposals 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)

RFP No. 2024-021

If you have any questions or require additional information contained the RFP, you may contact Criselda Lozano, Purchasing Manager, please submit your questions via OpenGov Procurement at the website listed above no later than 3:30 pm on Wednesday, October 9, 2024.

The City of Edinburg reserves the right to reject any or all proposals and to waive informalities or technicalities and to accept the Proposal deemed most advantageous to the City, and hold the proposal for a period of **90 days** without taking action.

3. Instructions, Terms and Conditions

3.1. General Instructions

PURPOSE

The purpose of these solicitation documents is to provide a Proposals for: 2024 Holiday Lighting and Decorations for the City of Edinburg's Promenade Walkway, Promenade Park, and City Hall

INTENT

The services to be provided under this RFP shall be in accordance with and shall meet all specifications and/or requirements as shown in this solicitation for RFP. There is no intention to disqualify any respondent who can meet the requirements.

SUBMITTAL OF "HARD COPY" RFP

If submitting a Hard Copy RFP, it must be submitted in a sealed envelope by the vendor. **Submit two (2) complete sets of the response, one (1) original marked "ORIGINAL," and one (1) Digital Copy in a flash drive**. Each RFP must be completely filled out and SUBMITTED IN ORIGINAL FORM complete with all supporting documentation. RFPs submitted by facsimile (fax) will not be accepted. Submittal of an RFP in response to this solicitation constitutes an offer by the respondent. Once submitted, RFPs become the property of the City of Edinburg and as such the City reserves the right to use any ideas contained in any RFP regardless of whether that respondent/firm is selected. Submission of a RFP in response to this solicitation, by any respondent, shall indicate that the respondent(s) has/have accepted the conditions contained in the RFP, unless clearly and specifically noted in the RFP submitted and confirmed in the contract between the City and the successful respondent otherwise. RFPs which do not comply with these requirements may be rejected at the option of the City. RFPs must be filed with the City of Edinburg before the deadline day and hour. No late RFPs will be accepted. Failure to meet RFP requirements may be grounds for disqualification.

If Hand-Delivering Bids: 415 W. University Drive

c/o City Secretary Department (1st Floor)

If submitting Electronic: https://procurement.opengov.com/portal/cityofedinburg

TIME ALLOWED FOR ACTION TAKEN

The City of Edinburg may hold RFPs **90** days after deadline without taking action. Respondents are required to hold their RFPs firm for same period of time.

RIGHT TO REJECT/AWARD

The City of Edinburg reserves the right to reject any or all RFPs, 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.

ASSIGNMENT

Respondents are advised that the City of Edinburg shall not allow the successful respondent to sell, assign, transfer, or convey any part of any contract resulting from this RFP in whole or in part, to a third party without the written approval of the City of Edinburg.

AWARD

Respondents are advised that the City of Edinburg is soliciting RFPs and award shall be made to the respondent that in the opinion of the City of Edinburg is the best qualified.

The City of Edinburg reserves the right to award contract(s) based solely on the written proposals. The City also reserves the right to request oral interviews.

FINAL SELECTION AND THE CITY COUNCIL APPROVAL

Selection shall be made of one or more proposers deemed to be fully qualified and best suited among those submitting Proposals on the basis of the evaluation factors included in the Request for Proposals, if so stated in the Request for Proposals. Negotiations shall be conducted with the proposers selected. After negotiations have been conducted with each proposer selected, the agency shall select the proposer which, in its opinion, has made the best proposal, and shall award the contract to that proposer. The City may cancel this Request for Proposals or reject the Proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed the most advantageous. Should the City determine in writing and in its sole discretion that only one proposer is fully qualified, or that one proposer is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that proposer. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the contractor's proposal as negotiated. After the selection of the most qualified firm(s), scope of services and billing rates will be negotiated and used as attachments to the City’s Professional Services Agreement. This Agreement will then be submitted to the City Council for approval. If the City and the selected firm cannot successfully negotiate an agreement, then the City will enter into negotiations with the next best qualified firm on the evaluation rating list. This procedure may be repeated until one (1) or more firms has been selected and approved by the City Council.

NUMBER OF CONTRACTS

THE CITY reserves the right to award one or no contract in response to this RFP.

STATUTORY REQUIREMENTS

It shall be the responsibility of the successful respondent 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.

ALTERATIONS/AMENDMENTS TO RFP

RFP CANNOT be altered or amended after opening time. Alterations made before opening time must be initialed by respondent guaranteeing authenticity. No RFP may be withdrawn after opening time without acceptable reason in writing and only after approval by the City of Edinburg.

NO RESPONSE TO RFP

If unable to submit a RFP, respondent should return inquiry giving reasons.

LIST OF EXCEPTIONS

The respondent shall attach to his/her RFP a list of any exceptions to the specifications/ requirements.

PAYMENT

The City of Edinburg will execute payment by mail in accordance with the State of Texas Pay Law after **SERVICES** have been completed, introduced to the City, and found to meet City of Edinburg specifications/requirements. No other method of payment will be considered.

SYNONYM

Where in this solicitation package SERVICES is used, its meaning shall refer to the request for 2024 Holiday Lighting and Decorations for the City of Edinburg's Promenade Walkway, Promenade Park, and City Hall as specified.

RESPONDENT'S EMPLOYEES

Neither the Respondent nor his/her employees engaged in fulfilling the terms and conditions of this Service 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.

INDEMNIFICATION CLAUSE

The Respondent 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 Manager, as a necessary requirement in connection with the final estimate for payment in which such patented appliance, products or processes are used.

INTERPRETATIONS

Any questions concerning the project and/or specifications/requirements with regards to this solicitation for Proposals shall be directed to the e-procurement portal as outlined in the RFP. Such interpretations, which may affect the eventual outcome of this request for Proposals, shall be furnished in writing to all prospective Respondents via Addendum. No interpretation shall be considered binding unless provided in writing by the City of Edinburg in accordance with paragraph entitled "Addenda and Modifications".

VERBAL THREATS AND OFFICIAL CONTACT

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 Respondent/Consultant on contract.

Respondents shall not offer gratuities, favors or any monetary value to any official or employee of the City for purpose of influencing the selection. Any attempt by any Respondent to influence the selection process by any means, other than disclosure of Proposals and credentials through the proper channels, shall be grounds from exclusion from the selection process. Once the project is advertised, there shall be no contact with any city official or employee unless using the formal process through the Purchasing Department. Failure to comply will result in the firm being disqualified from the process.

CONFIDENTIAL INFORMATION

Any information deemed to be confidential by the respondent 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 respondent may not be considered confidential under Texas Law, or pursuant to a Court order.

PAST PERFORMANCE

Respondent’s past performance shall be taken into consideration in the evaluation of RFP submittal.

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.

RIGHT TO 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.

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.

MATHEMATICAL ERRORS

In the event that mathematical errors exist in any bid unit prices/rates will govern.

CONFIDENTIALITY OF INFORMATION AND SECURITY

Should the successful respondent become the holder of and have access to confidential information in the process of fulfilling its responsibilities in connection with an awarded contract the successful respondent agrees that it shall keep such information confidential and will comply fully with the laws and regulations of the State of Texas, ordinances and regulations of the City, and any applicable federal laws and regulations relating to confidentiality.

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, 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.

ADDENDA AND MODIFICATIONS

Respondent shall carefully examine the RFP forms, specifications/requirements, and instructions to Respondents. Should the respondent find discrepancies in, or omissions from 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 RFP. Explanations, interpretations, and supplemental instructions shall be in the form of written Addenda which shall become a part of the Contract documents. Said Addenda shall be available thru the e-procurement portal, and e-mailed, to all prospective Respondents. All Addenda issued in respect to this project shall be considered official changes to the original RFP documents. Verbal statements in response to inquiries and/or requests for explanations shall not be authoritative nor binding. It shall be the Respondent(s) responsibility to ensure that they have received all Addenda in respect to this project. **Furthermore, Respondents are advised that they must recognize, comply with, and attach a signed copy of each Addendum which shall be made part of their RFP Submittal if submitting a Hard Copy Solicitation. Electronic submittals should be acknowledged through OpenGov.** Respondent(s) signature on Addenda shall be interpreted as the respondent'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 respondent to receive any such addendum or interpretation shall not relieve such Respondent 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

RFP PREPARATION COSTS

The City of Edinburg shall not be held liable for any costs incurred by any respondent for work performed in the preparation of and production of a RFP or for any work performed prior to execution of contract.

EQUAL EMPLOYMENT OPPORTUNITY

Respondent agrees that they will not discriminate in hiring, promotion, treatment, or other terms and conditions of employment based on race, sex, national origin, age, disability, or in any way violate Title VII of 1964 Civil Rights Act and amendments, except as permitted by said laws.

AUTHORIZATION TO BIND RESPONDENT TO RFP

RFPs MUST give full firm name and address of respondent, and be manually signed. Failure to do so will disqualify your RFP. 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 whether corporation, partnership, or individual, shall also be stated in the RFP. A corporation shall execute the RFP 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 shall give full names and addresses of all partners. All partners shall execute the RFP. Partnership and Individual Respondent shall state in the proposal the names and addresses of all persons with a vested interest therein. The place of residence of each Respondent, 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.

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.

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. 2024 HOLIDAY LIGHTING AND DECORATIONS FOR THE CITY OF EDINBURG'S PROMENADE WALKWAY, PROMENADE PARK, AND CITY HALL

The purpose of these solicitation documents is to provide a Proposals for: **HOLIDAY LIGHTING AND DECORATIONS FOR THE CITY OF EDINBURG'S PROMENADE WALKWAY, PROMENADE PARK, AND CITY HALL** The City of Edinburg (hereinafter referred to as "THE CITY") is seeking proposals for Promenade Walkway, Promenade Park, and City Hall has created a festive ambiance with striking holiday lighting each season since 2020. This year we are looking to enhance the lights and the boundary. We are seeking a company that will provide a creative and cohesive Holiday display. Extra points will be awarded to any group who is able to narrate a story through the lighting display.

GENERAL SERVICES REQUIREMENTS

Pricing

- Contractor must include storage, installation and maintenance/replacement of lights and decorations as required for subsequent years.

Permits

- Contractor will coordinate all required permitting with all applicable agencies, companies or governmental entities.

Display

- Provision, installation and removal of holiday lights and decorations.
- Contractor is to ensure all cords used are the appropriate length without excess and all cords are to be covered with non-hazardous and non-distracting cord covers. Cord covers can be provided by the City. But this should be requested in advance.

Display Period

- Lights must be in place by: November 28, 2024. If possible, some lighting should be up by November 26, 2024.
- Lights must be removed by the week of January 15, 2025.
- Lit decorations should be on timers to remain on from dusk to dawn seven days per week.
- Large Christmas tree in the City Hall Courtyard is to be turned on at an official tree lighting ceremony on November 29, 2024.

Lights

- The contractor shall provide high quality commercial grade LED Lights.

- All trees, trunks, branches and bushes shall be wrapped with the lines of lights in symmetry and positioned close to each other to provide greater illumination impact using 4" mini 70 count commercial grade full rectifier coax with weather tight connection system LED lights. Some trees will have lights hanging down from the branches.
- The contractor shall ensure that all safety measures are taken for all lights to avoid short outs and gaps in lighting because of faulty strands.
- The contractor is expected to provide excellent quality materials to meet safe electrical standards.
- The contractor is expected to provide timers for all lights and be on a consistent schedule.
- The City of Edinburg provides outlets and pay for electricity, except for the light posts surrounding the City Town Square where there are 30 light posts, (example: photo 9). For the light posts, the contractor will provide battery operated Cool White LED lights that will be wrapped around the light post.
- All areas with lights should correlate with a specific theme and just randomly put lights up. The City will provide outlets and pay for electricity for each pole light.

Equipment

- Contractor shall supply all lifts and other materials necessary to safely and successfully install, maintain and remove lights and decorations unless other options are mutually agreed upon between the City and the contractor.

Maintenance

- Contractor must maintain the lights and decorations throughout the display period to ensure all lights are on and functioning.
- All malfunctioning lights that occur during the period must be repaired within a reasonable time, not to exceed three (3) days from the time of notice of malfunctions.
- Please provide your maintenance staff contact information to facilitate contact regarding any display problem as required.

Removal

- Contractor is responsible for removal of all decorations and lighting within seven (7) days of the end of display period.

Disposal of Waste

- Contractor shall make arrangements to dispose of any and all waste from the work being performed.

- All areas of display must be kept clean and free from any debris, e.g., zip ties, tape, etc. after removal of decorations.

Safety Precautions

- Contractor shall be careful when working in the various areas. Damage to public and private property shall be the responsibility of the Contractor and shall be repaired or replaced at no additional cost to the City

Holiday Light Show

- If you have the capabilities to create a holiday light show throughout, or in one area of, our downtown, please include this in your proposal
- Please include length and number of shows possible per day

Additional Lighting

- Creative additions and suggestions are encouraged.

Requirements

- The selected company must fully comply with the specified insurance requirements.
- The selected company must provide all necessary licenses and obtain all required inspections and permits (City).
- The selected company must provide and designate an experienced team member to regularly meet with City staff to lead the planning and execution of tasks for a successful installation.
- The selected company must meet all deadlines to ensure all lighting and decorations are installed and operational in time as per City requirements.

Provide project approach and qualifications including, but not limited to the following:

- Provide any additional information and suggestions for designs and features which will enhance the decorative plan for the City of Edinburg.
- Provide photographs of at least three (3) similar outdoor, large-scale lighting and decoration projects which your company has previously created, illustrating experience with planning and producing large scale illumination and your production style.

4.2. CONCEPTUAL PLAN AND PROPOSALS SUBMITTAL REQUIREMENTS

The Consultant shall provide a Conceptual Plan, including a detailed statement of work for the product/services believed to be appropriate for the City of Edinburg, addressing the Scope of Services detailed in this RFP.

Area 1

McIntyre Street From N. 5th Ave. to N 7th Ave.

- Sixty-nine (69) trees on McIntyre Street (West of City Hall (Area: Photo 1) to be wrapped from top to bottom in colored lights.
- Lights can be a mix colors on each tree or each tree a different color (example: photo 1)
- Twelve (12) Lamp posts will be wrapped and decorated, One (1) Gazebo will be decorated.
- C-7 Lights will be used along both walls on McIntyre St. and additional props may be added to compliment a specific Christmas theme (example: photo 2)
- 10 Arch props will be displayed and evenly spaced on McIntyre between 7th street and the gazebo, (example: photo 3)
- Contractor will be responsible to provide all extension cords needing to connect their lights to power.

Example: Photo 1

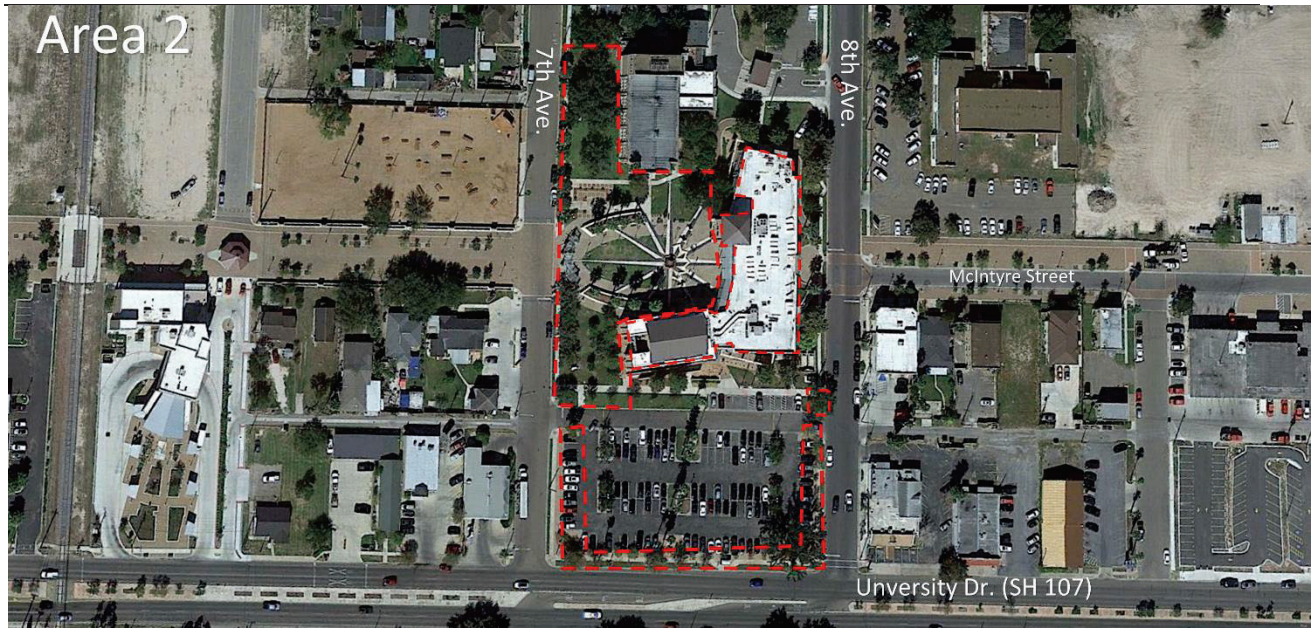
Example: Photo 2

Example: Photo 3

AREA 2

City Hall, Court Yard and Parking Lot Between 7th - 8th and McIntyre – University Dr.

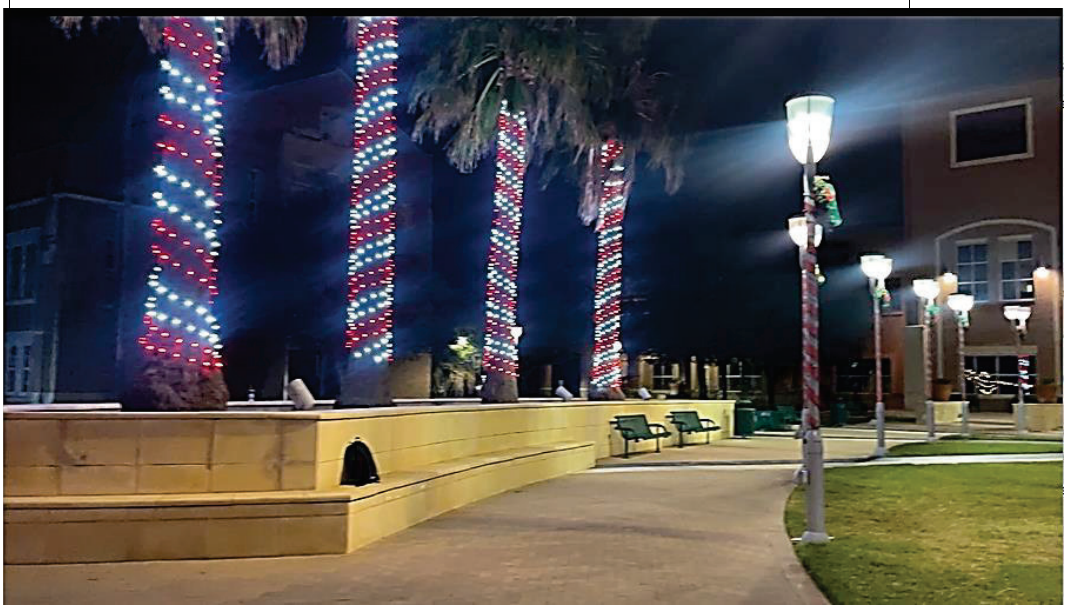
- Thirteen (13) trees to be wrapped from top to bottom in LED lights, 4" mini 70 count commercial grade full rectifier coax with weather tight connection system LED lights. (example: photo 4 in relation to the fullness of lights desired. (Example: Area 2 photo).
- One (1) large tree (corner of 8th and University Dr.), lights will be hanging down spread out around tree (example: photo 5)
- 8 Palm Trees, 18 Lamp posts around the City Hall courtyard will be wrapped and decorated with LED Lights (example: photo 6)
- Back Courtyard will be decorated and correlate with the overall theme. (example: photo 7)
- City Hall Roof wrapped all around with LED Lights.
- City Hall Front Entrance



Example: Photo 4

Example: Photo 5

Example: Photo 6



Example: Photo 7

Example: Photo 8

AREA 3

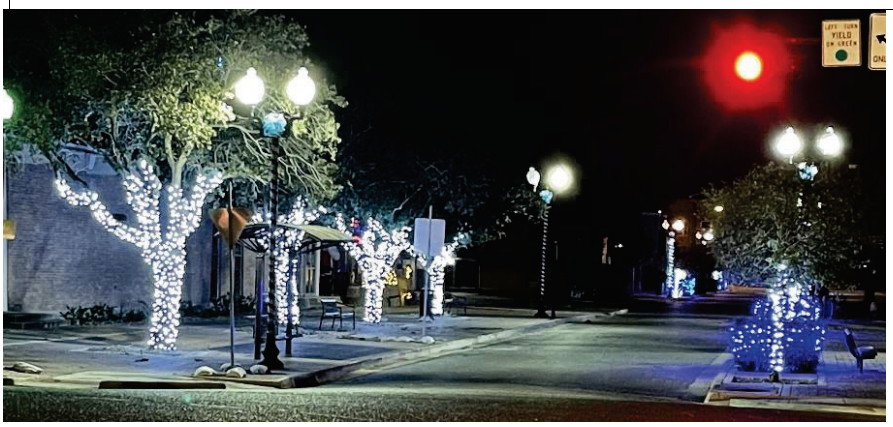
McIntyre Street From N. 8th Ave. to N 10th Ave.

- Thirty-four (34) small trees to be wrapped from top to bottom in LED lights, 4" mini 70 count commercial grade full rectifier coax with weather tight connection system LED lights. (Example: photo 8 in relation to the fullness of lights desired. (Example: Area photo 3).

- Four (4) medium size trees, lights will be wrapped from top to bottom in LED lights, 4" mini 70 count commercial grade full rectifier coax with weather tight connection system LED lights.
- 13 Lamp posts will be wrapped and decorated
- Central Fire Station/EOC Center Roof wrapped all around with LED Lights.

Example: Photo 9	

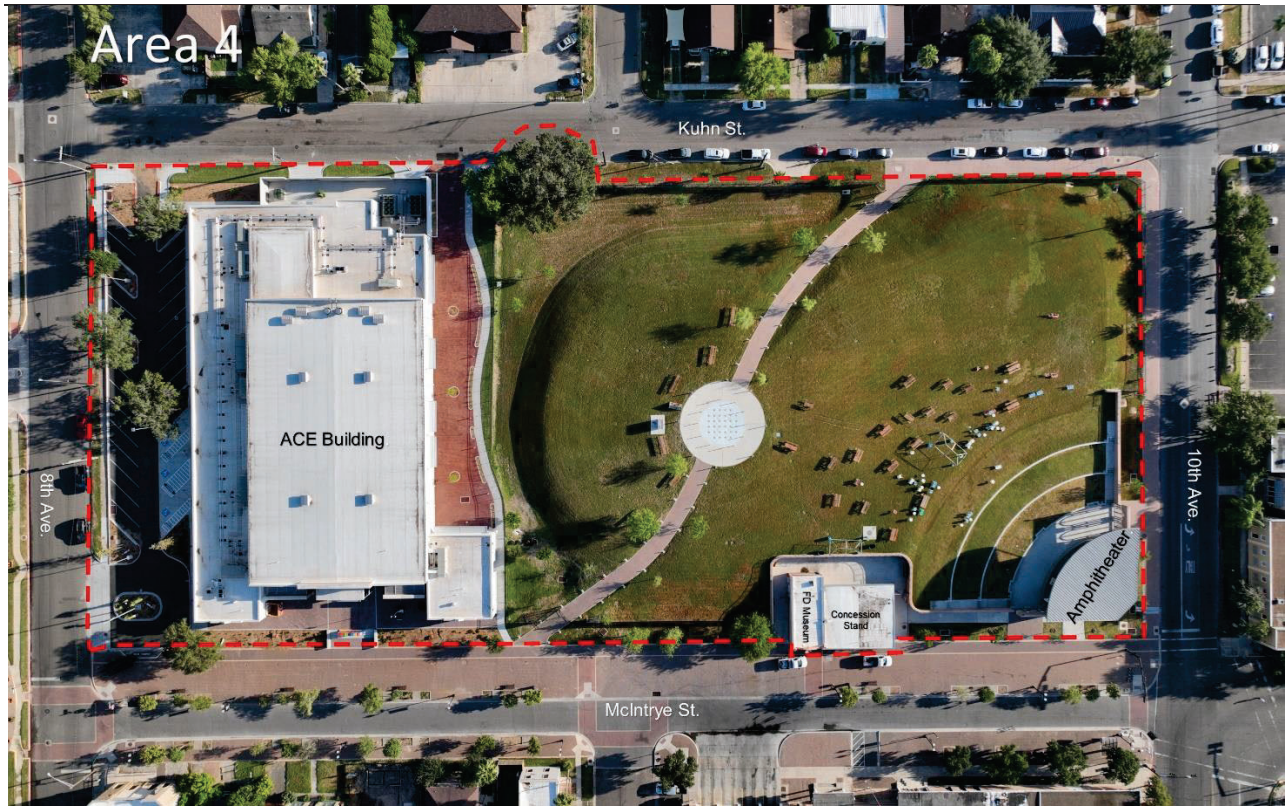
Example: Photo 10



Area 4

McIntyre Promenade Park, Amphitheater, and ACE Building

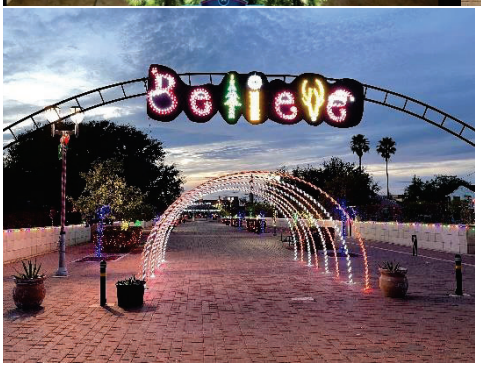
- Amphitheater/Concession Stand/Fire Department Museum/ACE Building Roof wrapped all around with LED Lights.
- ACE Building Patio small trees
- Five (5) medium size trees, lights will be wrapped from top to bottom in LED lights, 4" mini 70 count commercial grade full rectifier coax with weather tight connection system LED lights.
- One (1) large size tree, lights will be wrapped from the top to bottom in LED lights, 4" mini 70 count commercial grade full rectifier coax with weather tight connection system LED lights.
- C-7 Lights will be used along the rod iron fence line and additional props may be added to compliment a specific **Christmas theme.**



Additional Lighting

Creative Ideas additions and suggestions are encouraged.

- Additional Decorations
- Light tunnel (example below)
- Large Photo Prop Wreath (example below)
- Large 14’ Ornament (example below)



4.3. REQUIREMENTS

REQUIREMENTS

A. The selected company must fully comply with the specified insurance requirements.

B. The selected company must provide and designate an experienced team member to regularly meet with city staff to lead the planning and execution of tasks for a successful installation.

C. The selected company must meet all deadlines to ensure all lighting and decorations are installed and operational in time as per City of Edinburg requirements.

D. **Proposers are encouraged to visit the locations before submitting their proposals.**

Provide project approach and qualifications including, but not limited to the following:

A. Provide any additional information and suggestions for designs and features which will enhance the decorative plan for the City of Edinburg.

B. Provide photographs of at least three (3) similar outdoor, large-scale lighting and decoration projects which your company has previously created, illustrating experience with planning and producing large scale illumination and your production style.

REFERENCE LIST

Respondent is to include at least two (2) references from entities for which Respondent has provided similar services to those sought in this RFP in the past three (3) years: The following reference information is required:

A. Name of Entity for which services were performed

B. Brief Description of Scope of Services

C. Photos and/or Video of Services

D. Amount of Contract Award

E. Status of Contract

F. Contact Name

G. Contact Telephone Number

H. Contact Email Address

COST LIMITATIONS

City funds will be allocated for this project. The items outlined in the remainder of this document represent the City's goals but are not exhaustive or binding. Proposals should include a recommended contingency reserve to address any unforeseen issues that may arise during the project. Proposals may be itemized and should be awarded based on individual unit items.

5. Vendor Questionnaire

5.1. Proposal*

Please upload your entire proposal here as **one complete PDF document**.

Please do not upload multiple files.

*Response required

5.2. If you have any proprietary documents, please attach the redacted document here.

5.3. Please upload your current insurance certificate.*

Please upload your current insurance certificate.

*Response required

5.4. Once the display is finalized, if the city decides to purchase some decorations, please confirm whether you will have the option to sell?*

☐ Yes
☐ No

*Response required

5.5. Required Forms

*5.5.1. 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

*5.5.2. Please fill out and sign the General Questionnaire and upload here**

Please download the below documents, complete, and upload.

- GENERAL_QUESTIONNAIRE.pdf

*Response required

*5.5.3. Please fill out the Litigation Disclosure Form and upload here**

Please download the below documents, complete, and upload.

- LITIGATION_DISCLOSURE_FORM.pdf

*Response required

*5.5.4. Please fill out and sign HB 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

Please download the below documents, complete, and upload.

- HOUSE_BILL_89_VERIFICATION.pdf

*Response required

*5.5.5. Please fill out and sign the 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 2274.001. Subtitle F, Title 10, 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.

Please download the below documents, complete, and upload.

- SENATE_BILL_13_VERIFICATION...

*Response required

*5.5.6. Please fill out and sign the Senate Bill 19 and upload here**

SB 19 FIREARM ENTITIES AND TRADE ASSOCIATIONS DISCRIMINATIONS

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.

Please download the below documents, complete, and upload.

- SENATE_BILL_19_VERIFICATION...

*Response required

*5.5.7. Please fill out and sign the Non-Collusion Affidavit and upload here**

NON-COLLUSION AFFIDAVIT

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.

Please download the below documents, complete, and upload.

- CITY_OF_EDINBURG_NONCOLLUSI...

*Response required

*5.5.8. Please fill out and sign the Conflict of Interest form and upload here**

CONFLICT OF INTEREST

CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of the City of Edinburg not later than the 7th business day after the date the person becomes aware of facts that require the statement be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

For more information or to obtain Questionnaire CIQ go to the Texas Ethics Commission web page at https://www.ethics.state.tx.us/data/forms/conflict/CIQ.pdf

*Response required

*5.5.9. If awarded the 1295 form will need to be provided**

CERTIFICATE OF INTERESTED PARTIES (Form 1295)

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/

☐ Yes
☐ No

*Response required

6. Pricing Proposal

2024 HOLIDAY LIGHTING AND DECORATIONS FOR THE CITY OF EDINBURG'S PROMENADE WALKWAY, PROMENADE PARK, AND CITY HALL

Please Quote Unit Price, Shipping Point, F.O.B., deliver schedule and terms on: All Labor, materials, all permits, traffic control, disposal, SWP3, equipment, and all installation necessary for the Installation of the Christmas Decorations located at Edinburg City Hall, Promenade Walkway, and Promenade Park. The City of Edinburg reserves the right to accept or reject bids submitted. Waive formalities in bidding, accept the bid deemed most advantageous to the City , and to hold the bids for a period of 90 days without taking action thereon.

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Area 1: McIntyre Street from N. 5th Ave. to N 7th Ave.	1	LS		
2	Area 2: City Hall Court Yard and Parking Lot Between 7th Ave. - 8th Ave. -University Dr.	1	LS		
3	Area 3: McIntyre Street from N. 8th Ave. to N. 10th Ave	1	LS		
4	Area 4: McIntyre Promenade Park and Amphitheater	1	LS		
TOTAL					

7. Evaluation Criteria

No.	Evaluation Criteria	Scoring Method	Weight (Points)
1.	**Cost Proposal** Cost of project to include: • Each proposal should provide options for the City to either purchase or rent the lighting and decorations. • Contractor must include storage, installation and maintenance/replacement of lights and decorations as required for subsequent years.	Points Based	80 *(80% of Total)*
2.	**Project approach and Qualifications** *Provide any additional information and suggestions for designs and features to enhance the decorative plan. *Provide at lease three (3) similar outdoor, large-scale lighting and decoration projects.	Points Based	15 *(15% of Total)*
3.	**RFP Submission Packet & Supporting Documents** *A complete proposal package to include the two (2) references, designated experienced team member assigned to project, and project timeline.	Points Based	5 *(5% of Total)*

[SIX SHOOTER SOFTWASH] RESPONSE DOCUMENT REPORT

RFP No. 2024-021

2024 Holiday Lighting and Decorations for the City of Edinburg's Promenade Walkway, Promenade Park, and City Hall

RESPONSE DEADLINE: October 15, 2024 at 3:00 pm

Report Generated: Wednesday, October 16, 2024

Six Shooter Softwash Response

CONTACT INFORMATION

Company:
Six Shooter Softwash

Email:
sixto@sixshootersoftwash.com

Contact:
Sixto Garza

Address:
208 E Emory Ave
McAllen, TX 78504

Phone:
(956) 878-9698

Website:
www.sixshootersoftwash.com

Submission Date:
Oct 15, 2024 12:38 PM (Central Time)

ADDENDA CONFIRMATION

No addenda issued

QUESTIONNAIRE

1. **Proposal***

Please upload your entire proposal here as one complete PDF document.

Please do not upload multiple files.

RFP_2024_-_021_City_of_Edinburg.pdf
IMG_1904.mov

2. **If you have any proprietary documents, please attach the redacted document here.**

No response submitted

3. **Please upload your current insurance certificate.***

Please upload your current insurance certificate.

Certificate_of_Liability,_Workmans_Comp_and_Auto_Insurance.pdf

4. **Once the display is finalized, if the city decides to purchase some decorations, please confirm whether you will have the option to sell?***

Yes

5. **Required Forms**

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

CONFLICT_OF_INTEREST.pdf

PLEASE FILL OUT AND SIGN THE GENERAL QUESTIONNAIRE AND UPLOAD HERE*
Please download the below documents, complete, and upload.

- GENERAL_QUESTIONNAIRE.pdf

GENERAL_QUESTIONNAIRE.pdf

PLEASE FILL OUT THE LITIGATION DISCLOSURE FORM AND UPLOAD HERE*
Please download the below documents, complete, and upload.

- LITIGATION_DISCLOSURE_FORM.pdf

LITIGATION_DISCLOSURE_FORM.pdf

PLEASE FILL OUT AND SIGN HB 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

Please download the below documents, complete, and upload.

- HOUSE_BILL_89_VERIFICATION.pdf

HOUSE_BILL_89_VERIFICATION.pdf

PLEASE FILL OUT AND SIGN THE 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 2274.001. Subtitle F, Title 10, 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.

Please download the below documents, complete, and upload.

- SENATE_BILL_13_VERIFICATION...

SENATE_BILL_13_VERIFICATION.pdf

PLEASE FILL OUT AND SIGN THE SENATE BILL 19 AND UPLOAD HERE*

SB 19 FIREARM ENTITIES AND TRADE ASSOCIATIONS DISCRIMINATIONS

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.

Please download the below documents, complete, and upload.

- SENATE_BILL_19_VERIFICATION...

SENATE_BILL_19_VERIFICATION.pdf

PLEASE FILL OUT AND SIGN THE NON-COLLUSION AFFIDAVIT AND UPLOAD HERE*

NON-COLLUSION AFFIDAVIT

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.

Please download the below documents, complete, and upload.

- CITY_OF_EDINBURG_NONCOLLUSI...

Noncollusion_Affidavit_of_Prime_Bidder-Sixto_Garza_Jr.pdf

PLEASE FILL OUT AND SIGN THE CONFLICT OF INTEREST FORM AND UPLOAD HERE*

CONFLICT OF INTEREST

CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of the City of Edinburg not later than the 7th business day after the date the person becomes aware of facts that require the statement be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

For more information or to obtain Questionnaire CIQ go to the Texas Ethics Commission web page at https://www.ethics.state.tx.us/data/forms/conflict/CIQ.pdf

CIQ.pdf

IF AWARDED THE 1295 FORM WILL NEED TO BE PROVIDED*

CERTIFICATE OF INTERESTED PARTIES (Form 1295)

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/

Yes

PRICE TABLES

2024 HOLIDAY LIGHTING AND DECORATIONS FOR THE CITY OF EDINBURG'S PROMENADE WALKWAY, PROMENADE PARK, AND CITY HALL

Please Quote Unit Price, Shipping Point, F.O.B., deliver schedule and terms on: All Labor, materials, all permits, traffic control, disposal, SWP3, equipment, and all installation necessary for the Installation of the Christmas Decorations located at Edinburg City Hall, Promenade Walkway, and Promenade Park. The City of Edinburg reserves the right to accept or reject bids submitted. Waive formalities in bidding, accept the bid deemed most advantageous to the City , and to hold the bids for a period of 90 days without taking action thereon.

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Area 1: McIntyre Street from N. 5th Ave. to N 7th Ave.	1	LS	$18,300.00	$18,300.00
2	Area 2: City Hall Court Yard and Parking Lot Between 7th Ave. - 8th Ave. -University Dr.	1	LS	$20,400.00	$20,400.00
3	Area 3: McIntyre Street from N. 8th Ave. to N. 10th Ave	1	LS	$9,500.00	$9,500.00

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
4	Area 4: McIntyre Promenade Park and Amphitheater	1	LS	$30,600.00	$30,600.00
TOTAL					**$78,800.00**

208 E Emory Ave, McAllen TX 78504
Sixto Garza Jr Enterprises LLC
956-878-9698

October 10, 2024

RFP# 2024-021
2024 Holiday Lighting and Decorations for the City of Edinburg's Promenade Walkway, Promenade Park, and City Hall.

BUY BOARD VENDOR # 735-24 Holiday Lighting Decoration

- All Labor, materials, SWP3, permits, traffic control, disposal, equipment, and all installation necessary for the Installation of the Christmas Decorations located at Edinburg City Hall, Promenade Walkway, and Promenade Park is included in this proposal. Storage, installation and maintenance/replacement of lights and decorations is also included in this proposal.
- Cords/wiring will be customized and cut to ensure no excessive wire line is exposed. Lines will be secured and hidden, when possible, to avoid any safety risks.
- Project will be completed and ready to turn on by November 26, 2024. Lights will be removed on the date specified by the city, by the week of Jan 15, 2025.
- All lighting will be connected to a timer and will remain on from dusk to dawn seven days per week.
- All lights provided will only be commercial grade LED lights.
- All trees wrapped will be done with 4" mini 70 count commercial grade full rectifier coax with weather tight connection system LED lights. There are some trees that will have lights individually custom wired and placed hanging down from the branches. We will use more than 1,100 strands of mini lights. **NOTE: Even though the trees on the east side of City Hall are not mentioned in the proposal, we will wrap all those trees as previous year.**
- The 30 light posts around City Town Square will be wrapped with battery operated Cool White LED lights and will also be on during dusk to dawn.
- This bid is all inclusive and any lifts or additional equipment needed to complete the project is the responsibility of our company.
- As the contractor, we will be responsible for the operation and functionality of all lights to ensure they are correctly operating the entire time. Once a week, we will walk around the area to ensure the lights are working correctly. In the event the city discovers any lights not functioning correctly, please contact Sixto Garza Jr at 956-878-9698 (24/7) and we will correct any deficiency within 24 hours.
- We will be responsible to ensure all trash or debris is picked up.
- We haven't had any issues in the last 4 years, but we will be responsible for repairing any damage done.
- We are certified thru CLIPA (Christmas Light Installation Pro Association) and for the last 4 years (2020, 2021, 2022, 2023), we have provided the City of Edinburg with all Christmas light events. Also, for the last 3 years (2021, 2022, 2023) we have decorated the City of Brownsville Market Square for their Christmas light events.
- Every year, we have provided a different theme, Santa Clause, Candy Cane, Winter Wonder Land, and The Grinch. This year we are proposing a Twinkle Twinkle Little Star/Magical Stary Night Theme with all the lights having a combination of warm white, cool white, sparkling/blinking lights.
- **Holiday Light Show-** For 2024 Christmas Light season, we are unable to create and provide a light show, it takes 4-6 months of create, develop, and planning to be able to properly execute. After the 2024 Christmas Season is over, we will gladly provide a Light Show quote for the 2025 Christmas Season. For 2025 budgetary purposes, a customizable light show will cost approximately $55,000.

- Below are some large-scale outdoor projects we have completed in the past four years for 2020, 2021, 2022 and 2023, City of Edinburg. Also, City of Brownsville, 2021, 2022, 2023 and South Padre Island Conventiion Center/Boat Parade 2021, 2022, 2023 (at the bottom).

Customized - City of Edinburg Light Logo on tree5’X5’

8’ Giant Wreath with customized City of Edinburg Christmas Sign

2022 Winter Wonder
Land Theme

2022 Winter Wonder Land Theme with Spritzers Hanging

2022 Winter Wonder Land Theme –Gazebo decorated

2022 Winter Wonder Land Theme – East Side trees wrapped

2021 Candy Cane Theme

IMG_3609

2020 BELIEVE in Christmas

2020 BELIEVE in Christmas

2020 BELIEVE in Christmas

2020 BELIEVE in
Christmas

2020 BELIEVE in
Christmas

City of Brownsville

CITY of
BROWNSVILLE

Conceptual Plan and Proposal

The theme for this project will be "Twinkle Twinkle Little Star/Magical Stary Night Theme".

Area 1

McIntyre Street from N 5th Ave to 7th Ave

- All 69 trees will be wrapped in warm white and warm white champagne using 4" mini 70 count commercial grade full rectifier coax with weather tight connection LED lights.
- 12 Lamp posts will be wrapped and decorated to include the Gazebo with the theme.
- C7 LED Lights, warm white and cool white twinkle, will be installed along both walls on McIntyre St, 300' each side. (see example below)
- We will install 10 Arch with warm white and warm white champagne lights props on McIntyre between 7th st and the gazebo, but we suggest we move it and place, 5 on each side, of the Christmas tree.
- Additional props will be used along both sides of the fence to enhance the theme.
- 2 Arches will be used and decorated with warm white and cool white twinkle lights.

Area 2

City Hall, Courtyard and Parking Lot Between 7th-8th and McIntyre – University Dr.

- 13 trees will be wrapped in warm white and cool white twinkle with 4" mini 70 count commercial grade full rectifier coax with weather tight connection system LED lights.
- The large tree on the corner of 8th and University Dr. will have warm white and cool white twinkle hanging though out.
- 8 Palm Trees, 18 Lamp posts around the City Hall courtyard will be wrapped and decorated in warm white and cool white twinkle, using C7 LED lights for the palm trees and 4" mini for the lamp posts. Additional material will be used to wrap the post that will enhance the Twinkle Twinkle Little Star/Magical Stary Night Theme.
- The City Hall Roof will be wrapped all around with magnetic C9 warm white and cool white twinkle LED lights, see example below.
- A 16' Giant Sparkling Ornament will be placed next to the fountain, same as last year, for photo opportunities.
- We will also hang Spritzers throughout the courtyard.
- The RFP does not mention or include the trees located on the East side of City Hall. Like previous years, we will wrap all the trees located on the east side of city hall.

Area 3

McIntyre St. from N 8th Ave. to N 10th Ave.

- All 34 small trees will be wrapped in warm white and cool white twinkle using 4" mini 70 count commercial grade full rectifier coax with weather tight connection system LED lights.
- 4 Medium trees will be wrapped from top to bottom using warm white and cool white twinkle 4" mini 70 count commercial grade full rectifier coax with weather tight connection system LED lights. We will also hang spritzers on the trees.
- The 13 Lamp post will be wrapped and decorated warm white and cool white twinkle. Additional material will be used to wrap the post that will enhance the Twinkle Twinkle Little Star/Magical Stary Night Theme.
- Central Fire Station/EOC Center Roof will have magnetic C9 warm white and cool white twinkle LED lights wrapped around the roof.

Area 4

McIntyre Promenade Park, Amphitheater, and ACE Building

- Amphitheater/Concession Stand/Fire Department Museum/ACE Building Roof wrapped all around with magnetic C9 warm white and cool white twinkling LED Lights.
- ACE Building Patio small trees will also be wrapped with mini lights
- Five (5) medium size trees, lights will be wrapped from top to bottom in LED lights, 4" mini 70 count commercial grade full rectifier coax with weather tight connection system LED lights.
- One (1) large size tree, lights will be wrapped from the top to bottom in LED lights, 4" mini 70 count commercial grade full rectifier coax with weather tight connection system LED lights. We will also add Spritzers throughout the tree.
- C-7 or Mini Lights will be used along the rod iron fence line and additional props may be added to compliment the Twinkle Twinkle Little Star/Magical Stary Night Theme
- A customized 8' Giant wreath with The City of Edinburg name prop will be used for photo opportunities, as previously done in the past.
- An 8' Sparkling Horse and Carriage will be used for photo opportunities.
- We will put a 20' Sparkling Giant Ornament that also compliments the overall theme.
- Commercial grade lit garland will be used at the entrances for the amphitheater.
- A 5' LED City of Edinburg Logo will be placed on the center of the Christmas tree.

NOTE: Additionally, we would like to provide 50 each, 24" White Aurora Superstar TM 5 Point Star Light (a light turns in inside), LED Lights, Polypropylene Plastic. During the Christmas lighting ceremony, or anytime the city chooses, kids will be able to paint the star with acrylic paint and/or put their handprints. Once the stars are dried, we will wire them and hang them throughout the east and west side of city hall where they will be displayed during the Christmas season. Once the season is over, the stars can be given to the parents.

We will provide, 16' Large Ornament, 20' Large Ornament, 10 Arches, 1 Giant Wreath, Many small signs with lights, 1 Large Horse and Carriage, Large City Logo for tree, Over 1,100 24' mini coaxial commercial grade lights, Over 4,000' of magnetic C9 and C7 commercial grade LED lights, 50 White Aurora Superstar Lights.

Reference List

A. Name of Entity for which services were performed: **City of Brownsville 2021, 2022 & 2023**
B. Brief Description of Scope of Services: **Decorate Market Square with commercial grade LED lights and every year we change it and provide a different theme.**
C. Photos and/or Video of Services: **See Below**
D. Amount of Contract Award: **2021-$50,000, 2022- $25,275, 2023- $38,745**
E. Status of Contract: **Done Annually**
F. Contact Name: **Allan Garces, Downtown Manager, Planning and Redevelopment Dept**.
G. Contact Telephone Number: **956-548-6182 Cell: 956-410-4338**
H. Contact Email Address: **allen.garces@brownsvilletx.gov**

Reference List

1. Name of Entity for which services were performed: **City of Edinburg - Yrs 2020, 2021, 2022 and 2023.**
2. Brief description of Scope of Services. **Holiday Lighting and Decorations -Promenade Walkway, Promenade Park and City Hall**
3. Photos and/or Video of Services.: **See Below**
4. Amount of Contract Award: **yr–2020 - 24,925, yr 2021 - $29,870, yr 2022 - 49,979, Yr 2023 - 61,950**
5. Status of Contract. **Completed on time every year. 2022 Awarded Contract – Done 2022 & 2023**
6. Contact name. **Tom Reyna**
7. Contact Telephone Number. **956-388-8280**
8. Contact Email Address. **treyna@cityof edinburg.com**

See City of Edinburg Pictures above, 2020, 2021, 2022, 2023

South Padre Island Christmas Project 2021, 2022 and 2023

South Padre
ISLAND

South
Padre
ISLAND

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:
2024-1226450

Date Filed:
10/14/2024

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Sixto Garza Jr Enterprises LLC
McAllen, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Edinburg

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.

2024-021
Holiday Lighting and Decorations for City of Edinburg

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

My name is Sixto Garza Jr, and my date of birth is 07-30-1964.

My address is 208 E Emory Ave (street), McAllen (city), TX (state), 78504 (zip code), Hidalgo (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Hidalgo County, State of Texas, on the 14 day of October (month), 20 24 (year).

Signature of authorized agent of contracting business entity
(Declarant)

Thank you for the opportunity to submit for RFP #2024-021, 2024 Holiday Lighting and Decorations for the City of Edinburg's Promenade Walkway, Promenade Park, and City Hall. Any questions, please do not hesitate to contact me at 956-878-9698. Also, I am Texas HUB Certified, Service-Disabled Veteran Owned Business (SDVOB) Certified and **Buy Board vendor approved, # 735-24 Holiday Lighting Decoration**

Sixto Garza Jr/Owner
Sixto Garza Jr. Enterprises LLC, dba Six Shooter Softwash
CLIPA Certified
208 E Emory Ave, McAllen TX 78504
956-878-9698

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/14/2024

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

JOSEPH D WALTERS INSURANCE AGENCY
4552 ROUTE 51 S
ROSTRAVER TWP PA 15012

CONTACT NAME:
PHONE (A/C, No, Ext): (800) 295-5720 FAX (A/C, No): (866) 828-2424
E-MAIL ADDRESS: Certificate@Hanover.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Massachusetts Bay Ins Co	22306
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

SIX SHOOTER SOFT WASH
SIXTO GARZA JR LLC DBA
208 E EMORY AVE
MCALLEN TX 78504

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 GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ✔ LOC ☐ OTHER:	N	N	ODW A894589 08	04/07/2024	04/07/2025	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/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

CITY OF EDINBURG
415 W UNIVERSITY DR
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

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/09/2023

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.

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PRODUCER

FrankCrum Insurance Agency, Inc.
100 South Missouri Avenue
Clearwater, FL 33756

CONTACT NAME:
PHONE: (800) 277-1620 X 4800 FAX: (727) 797-0704
E-MAIL ADDRESS:

INSURERS(S) AFFORDING COVERAGE	NAIC#
INSURER A: **Frank Winston Crum Insurance Company**	**11600**
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED

FrankCrum L/C/F Six Shooter Softwash, LLC
100 South Missouri Avenue
Clearwater, FL 33756

COVERAGES **CERTIFICATE NUMBER:** 1145021 **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 INSRD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURENCE	$
	CLAIMS MADE / OCCUR						DAMAGE TO RENTED PREMISES (Ea occurence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	POLICY / PROJECT / LOC						PRODUCTS-COMP/OP AGG	$
	OTHER							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE UNIT (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 OCCURENCE	$
	EXCESS LIAB / CLAIMS MADE						AGGREGATE	$
	DED / RETENTION $							$
A	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		WC202400000	01/01/2024	01/02/2025	X PER STATUE / OTHER	
							E.L. EACH ACCIDENT	$1,000,000
							E.L. DISEASE-EA EMPLOYEE	$1,000,000
							E.L. DISEASE-POLICY LIMIT	$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Effective 05/16/2016, coverage is for 100% of the employees of FrankCrum leased to Six Shooter Softwash, LLC (Client) for whom the client is reporting hours to FrankCrum. Coverage is not extended to statutory employees.

CERTIFICATE HOLDER

City of Edinburg
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

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ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 06/21/2024

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PRODUCER

LILIANA LUNA INSURANCE AGENCY
2205 N SUGAR RD
PHARR TX 78577

CONTACT NAME: LILIANA LUNA
PHONE (A/C, No, Ext): 956-961-4301 FAX (A/C, No):
E-MAIL ADDRESS: LLUNA@FARMERSAGENT.COM

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : foremost county mutual insurance	
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

SIXTO GARZA DBA SIX SHOOTER SOFTWASH
208 E EMORY
MCALLEN TX 78504

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	
	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	Y	Y	M00 0012266 04	12/22/2023	12/22/2024	COMBINED SINGLE LIMIT (Ea accident)	$ 500,000
	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						PER STATUTE / OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N	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)

CERTIFICATE HOLDER

CITY OF EDINBURG
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

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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: 7 October 2024

Company/Vendor Name: Sixto Garza Jr Enterprises LLC

Printed Name and Title: Sixto Garza Jr, Owner

Authorized Signatory:

COMPANY PROVIDING PROPOSAL GENERAL QUESTIONNAIRE

1 Name/Name of Agency/Company: Sixto Garza Jr/Sixto Garza Jr Enterprises LLC
(Full, correct legal name)

- Address: 208 E Emory Ave, McAllen TX 78504
- Telephone/Fax: 956-878-9698
- Email address: sixto@sixshootersoftwash.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?
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? 208 E Emory Ave, McAllen TX 78504

5. a. Does the Company have an office located in Edinburg, Texas? 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. 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: Sixto Garza Jr
Address: 208 E Emory Ave, McAllen TX 78504
Telephone: 956-878-9698
Fax: _____
Email: sixto@sixshootersoftwash.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.

HOUSE BILL 89 VERIFICATION

I, Sixto Garza Jr, the undersigned representative of

Sixto Garza Jr Enterprises 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:

Sixto Garza Jr, Owner

TYPE/PRINT NAME AND TITLE:

7 October 2024

DATE:

SENATE BILL 13 VERIFICATION

I, Sixto Garza Jr, the undersigned representative of

Sixto Garza Jr Enterprises 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:

Sixto Garza Jr, Owner

TYPE/PRINT NAME AND TITLE:

7 October 2024

DATE:

SENATE BILL 19 VERIFICATION

I, Sixto Garza Jr, the undersigned representative of

Sixto Garza Jr Enterprises 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:

Sixto Garza Jr, Owner

TYPE/PRINT NAME AND TITLE:

7 October 2024

DATE:

CITY OF EDINBURG

NONCOLLUSION AFFIDAVIT

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF TEXAS

COUNTY OF HIDALGO

Sixto Garza Jr, being first duly sworn, deposes and says that: *(Name)*

(1) He is President of Sixto Garza Jr Enterprises LLC (Company), the Bidder that has submitted the attached Bid;

(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 Owner

Subscribed and sworn to me this 14th day of October 2024

By:

Notary Public

NOTARY PUBLIC STATE OF TEXAS
Nelda Gómez Barrera
My Commission Expires
02/23/2025
ID No. 6181271

My commission expires

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.**

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.**

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

10 October 2024

Date

From Moments to Memories
American Craftmanship in Every Space™

BuyBoard® Vendor
Cooperative Purchasing

Holiday Outdoor Décor Proposal for:

RFP# 2024-021 2024 HOLIDAY LIGHTING AND DECORATIONS FOR THE CITY OF EDINBURG'S PROMENADE WALKWAY, PROMENADE PARK, AND CITY HALL

Lease, Rental and White Glove Service with Option to Purchase

October 15th, 2024

Summary

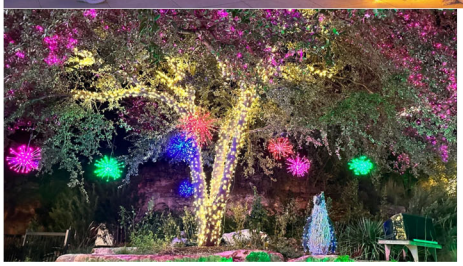
Holiday Outdoor Décor (HOD) was honored to provide Hometown Hero banners for the City of Edinburg – Cultural Arts and appreciates the opportunity to ignite moments to memories for residents and visitors with holiday lighting and decorations.

HOD takes pride in our holiday decoration craftsmanship while partnering with Elite Creations installers, located in San Antonio, TX.

HOD is a trusted BuyBoard vendor. All product pricing is based on BuyBoard, an approved cooperative which has complied with the bidding requirements for the State of Texas.

Pricing is based on a three-year minimum lease; twenty percent will be added to all pricing if a one-year rental is requested. Option to purchase will be honored at full list price provided by HOD.

Examples of previous installations:



Link to HOD lightshows: https://youtu.be/RKpFSk9T0NQ

HOD References

Greenville, City of (TX)
Current Lease and installation – holiday displays - $205,600.00 per year
Attn: Holli Gumpert
Hgumpert@ci.greenville.tx.us
903-457-2994

Elk Grove Village, Village of (IL)
Current lease and instalation – tree lighting - $57,409.22 per year
Attn: Brian Misiak
Bmisiak@elkgrove.org
847-357-4098

Visit Kenosha (WI)
Current lease and installation - tree lighting and holiday displays - $112,000.00 per year
Dennis Duchene
dennis@visitkenosha.com
262-654-7307 x 10

Elite Creations Subcontractor References

Eric Koepke, TX
Commercial Holiday Projects
ekoepke@naturahq.com
210-696-4003

Andrew Galindo, TX
Commercial Holiday Projects
agalindo@bryantoutdoorlighting.com
210-780-9569

Nothing says “Christmas Magic” like your city’s yearly holiday decorations.

Every season, we all look forward to seeing those twinkly magical lit trees, intricate pole mount displays, and iconic holiday displays every time we go out and about. And how can we forget the giant Christmas tree in the City Hall Courtyard, complete with a special lighting ceremony?

These traditions go far beyond making residents and visitors happy, they’ve shown a positive impact on tourism, small businesses, and our overall well-being. So, when you decorate the city for Christmas, everything lights up in more ways than one.

In a world often marked by division, the beauty of Christmas decorations acts as a unifying force, transcending differences and reminding us of our common humanity. Adorning a municipality for the cherished holiday season goes far beyond mere ornamentation. It serves as a beacon of unity, a symphony of joy, and a testament to the power of community spirit. The benefits of this festive transformation ripple through the very fabric of our cities, illuminating both the tangible and intangible aspects that make our communities thrive.

It's not just the visual splendor that enriches our lives; it's the profound emotional impact. Holiday decorations evoke cherished memories, kindle nostalgia, and inspire hope. They beckon us to pause, to savor the present moment, and to reflect on the joys of the past and the possibilities of the future.

From an economic standpoint, the investment in holiday decorations yields returns that extend well beyond the festive season. Local businesses flourish as the enchanting displays attract shoppers, tourists, and diners. The decorations become a backdrop for countless cherished moments, from family gatherings to romantic strolls, infusing the municipality with a sense of wonder that resonates throughout the year.

HOD understands the true benefits of decorating a municipality for Christmas are immeasurable.

Our superior quality Christmas lighting, Holiday Displays, and White Glove Installation Services will enhance the beauty and success of your community celebration.

The joy radiated by these decorations’ echoes in laughter, the sense of belonging, and the treasured memories they help create. They are a testament to the enduring magic of the season

and a reminder that, when we come together to celebrate, the spirit of Christmas brightens not only our streets but also our hearts.

Pricing for two different lighting applications have been provided for the trees and light poles, standard mini lights and our spectacular custom programmable Twinkly Pro lighting.

Twinkly Pro brings professional lighting effects to you with smart string lights that shine with extraordinary brightness for personalized, stunning animations in over 16 million colors.

The installers will be able to create different custom lighting display shows for the season that will mesmerize and captivate your community!

Twinkly Pro Tunnel, one section
7.3' H x 8.3' W x 7' D
Metal Frame, includes all components. IP65 rated

Twinkly Pro Plus Bundle
(5) Wi-Fi/Ethernet Controller
(20) 250 light count RGBW light strings
4" spacing, black wire

Twinkly Tunnel Video:

Twinkly Tunnel.mp4

Twinkly Tree Video:

IMG_5098.MOV

Exclusive Blachere Designer Series Holiday Decorations have been quoted. These displays are exquisite, unique and interactive, creating astonishment and a sense of togetherness for the community.

LEASE PRICING

Area 1: McIntyre Street from N. 5th Ave. to N 7th Ave.

(69) Trees, wrapped in Twinkly Pro RGBW light – 4” spacing, approx. 414 light strands.
$50,000 per year

(69) Trees, wrapped in standard 70 Light, 5.5” spacing, approx.. 414 light strands.
$5,719.41 per year

(12) Light Poles, wrapped in Twinkly Pro RGBW light – 4” spacing, approximately 12 light strands.
$1500.00 per year

(12) Light Poles, wrapped in standard 70 Light, 5.5” spacing, approx. 12 light strands.
$165.78 per year

(1) Gazebo roofline lighting, approx. 190’.
$203.23 per year

(2) Walls lighted with C7 lights, approx. 850'
$863.73 per year

(10) Twinkly Pro Tunnel, 7.3' H x 8.3' W x 7' D Metal Frame, includes all components. IP65 rated.
$36,525.00 per year

Programmable Twinkly Pro string lights (pictured)

Programable Twinkly Pro Tunnel (pictured)

Area 2: City Hall, Courtyard and Parking Lot Between 7th - 8th and McIntyre – University Dr.

(13) Trees, wrapped in Twinkly Pro RGBW light – 4" spacing, approx. 286 light strands.
$35,000 per year

(13) Trees, wrapped in standard 70 Light, 5.5" spacing, approx. 286 light strands.
$3,951.09 per year

(1) Large Tree, wrapped in Twinkly Pro RGBW light – 4" spacing, approx. 120 light strands.
$15,000.00 per year

(1) Large Tree, wrapped in standard 70 Light, 5.5" spacing, approx. 120 light strands.
$1,657.80 per year

(8) Palm Trees, wrapped in Twinkly Pro RGBW light – 4" spacing, approx.112 light strands.
$15,000.00 per year

(8) Palm Trees, wrapped in standard 70 Light, 5.5" spacing, approx. 112 light strands.
$1,547.28 per year

(18) Light Poles, wrapped in Twinkly Pro RGBW light – 4" spacing, approximately 18 light strands.
$2500.00 per year

(18) Light Poles, wrapped in standard 70 Light, 5.5" spacing, approx. 18 light strands.
$248.67 per year

(1) City Hall Roofline lighting, approx. 950'.
$965.35 per year

Additional Displays for Courtyard – Blachere Designer Series

(18) 3.3' x 3.3' Mia Snowflakes
$5,895.000 per year

(18) 3.3' x 3.3' Givre Snowflakes
$5,895.00 per year

(3) 2.11' x 13.2' Double Calypso Skyline with Garland
$3,052.50 per year

(1) 3.9 x 16.2 Happy Holidays Skyline
$3,965.00per year

(1) 3.9 x 7.5 Wizz Golden Sled with Garland Display
$3,962.50 per year

(1) 6.6 x 3.9 Wizz Leaping Deer
$3,172.50 per year

(1) 7.2 x 3.7 Wizz Standing Deer
$3,342.50 per year

(1) 11.8 x 8.5 Mister Xmas
$7,872.50 per year

(1) 8.9 x 8 Holiday Stocking with Gifts Display
$6,177.50 per year

(1) 7.5 x 4.9 John the Elf with Gift Box Seat Display
$3,962.50 per year

(10) 2.7’ x 2.7’ x .7” - 5 Pointed Star Suspension – Cool White
$2,350.00 per year

(10) 2.7’ x 2.7’ x .7” - 7-Pointed Star Suspension – Warm White
$6,700.00 per year

3.3’ x 3.3’ Mia Snowflakes - 3.3’ x 3.3’ Givre Snowflakes - 2.11’ x 13.2’ Double Calypso Skyline with Garland – Warm White Mini Lights (pictured)

3.3’ x 3.3’ Mia Snowflakes - 3.3’ x 3.3’ Givre Snowflakes - 11.8 x 8.5 Mister Xmas – 3.9 x 7.5 Wizz Golden Sled with Garland Display - 6.6 x 3.9 Wizz Leaping Deer - 7.2 x 3.7 Wizz Standing Deer - Warm White Mini Lights (pictured)

3.3’ x 3.3’ Mia Snowflakes - 3.3’ x 3.3’ Givre Snowflakes – 3.9 x 7.5 Wizz Golden Sled with Garland Display - 6.6 x 3.9 Wizz Leaping Deer - 7.2 x 3.7 Wizz Standing Deer - 8.9 x 8 Holiday Stocking with Gifts Display - Warm White Mini Lights (pictured)

3.3’ x 3.3’ Mia Snowflakes - 3.3’ x 3.3’ Givre Snowflakes – 7.5 x 4.9 John the Elf with Gift Box Seat Display - Warm White Mini Lights (pictured)

2.11’ x 13.2’ Double Calypso Skyline with Garland - 3.9 x 16.2 Happy Holidays Skyline - 2.7’ x 2.7’ x .7” - 5 Pointed Star Suspension – Cool White - 2.7’ x 2.7’ x .7” - 7-Pointed Star Suspension – Warm White - Warm White Mini Lights (pictured)

Area 3: McIntyre Street from N. 8th Ave. to N 10th Ave.

(34) Small Trees, wrapped in Twinkly Pro RGBW light – 4” spacing, approx. 272 light strands.
$35,000.00 per year

(34) Small Trees, wrapped in standard 70 Light, 5.5” spacing, approx. 272 light strands.
$3,757.68 per year

(4) 4 Medium Trees, wrapped in Twinkly Pro RGBW light – 4” spacing, approx. 100 light strands.
$12,500.00 per year

(4) Medium Trees, wrapped in standard 70 Light, 5.5” spacing, approx. 100 light strands.
$1,381.50 per year

(13) Light Poles, wrapped in Twinkly Pro RGBW light – 4” spacing, approximately 13 light strands.
$2500.00 per year

(13) Light Poles, wrapped in standard 70 Light, 5.5” spacing, approx. 13 light strands.
$179.60 per year

(1) Central Fire Station/EOC Center Roofline C7 lighting, approx. 800'.
$812.92 per year

Area 4: McIntyre Promenade Park, Amphitheater, and ACE Building

(1) Amphitheater Roofline lighting, approx. 350'.
$355.66 per year

(1) Concessions Stand/ Fire Dep. Museum Roofline lighting, approx. 200'.
$203.23 per year

(1) 1 Ace building Roofline lighting, approx. 1250'.
$1,270.19 per year

(30) Small Trees /Ace Building Patio, wrapped in Twinkly Pro RGBW light – 4" spacing, approx., 150 light strands.
$20,000.00 per year

(30) Small Trees/Ace Building Patio, wrapped in standard 70 Light, 5.5" spacing, approx. 150 light strands.
$2,072.25 per year

(5) Medium Trees, wrapped in Twinkly Pro RGBW light – 4" spacing, approx. 125 light strands.
$15,625.00 per year

(5) Medium Trees, wrapped in standard 70 Light, 5.5" spacing, approx. 125 light strands.
$1,726.88 per year

(1) Large Tree, wrapped in Twinkly Pro RGBW light – 4" spacing, approx. 60 light strands.
$7,500.00 per year

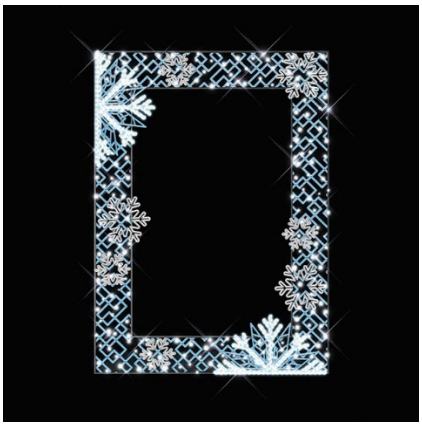
(1) Large Tree, wrapped in standard 70 Light, 5.5" spacing, approx. 60 light strands.
$829.00 per year

(1) Rod Iron fence lighted with C7 lights, approx. 2000'
$2,032.30 per year

Additional Lighting and Holiday Displays

(90) Battery powered Cool White LED wide angle mini lights – 7’ - 4” spacing – Light Poles Surrounding the City Town Square - 3 per light pole
$540.00 per year

Elie Golden Walk Thru Ornament Display 13.7’ x 13.1’
$16,992.50 per year



Blizzard Photo Op, 7.2’ x 5.2’
$1,512.50 per year

Karl Flying Snowman with Seat Display 6.5 x 9.3
$5,662.50 per year

Tommy Sledding Reindeer with Bench Display 8.8 x 7.5
$6,230.00 per year

Santa’s Magnificent Mailbox 3.3 x 3.3
$3,170.00 per year

Candy Selfie Station Santa Chair Display 6.4 x 6.2
$3,962.50 per year

WHITE GLOVE SERVICE PRICING
Installation
Removal
Lift Rental
Storage Rental
Wire, timers, connectors, tape and all material needed for electrical connections provided.
$104,055.00 per year

White glove service pricing is based on all lighting installation and 10-20 pieces of holiday displays. Additional fees will apply if customer selects additional holiday displays to be installed.

Payment Schedule:
50% Deposit and 50% at time of installation.

Lights in place by: November 26th - 28, 2024.
Lights removed by: The week of January 15, 2025.
Lit decorations will be on timers to remain on from dusk to dawn seven days per week.

Installer will coordinate all required permitting with all applicable agencies, companies or governmental entities.

City to provide cord covers.

Repair visits can be scheduled within a day of notification and are priced as follows:
System Diagnostic - $375 includes travel, system checkup plus one hour of labor. If repair takes more than an hour to fix, a fee of $75 per labor hour will be added.
Changes to the final design must be agreed to before the job start date. Any changes during the installation process may incur added charges based upon extra time, changed materials, or other elements not associated with the original plan.

COI will be updated if BID is granted to HOD and Elite Creations.

Shipping TBD based on lighting, decoration and lease or rental selections.

Holiday lighting and decorations provided by:
Rileighs Outdoor, LLC
DBA: Holiday Outdoor Décor
PO Box 4365
Bethlehem, PA 18018
Kristina Kullberg
Business Development Director
(952) 974.3207
kkullberg@holidayoutdoordecor.com
www.holidayoutdoordecor.com

White glove service provided by:
Elite Creations, LLC
PO Box 761031
San Antonio, TX 78245
Nancy Garcia
Administrator
(210) 574.2999
ngarcia@elitecreations.net
www.elitecreations.net

Thank you again for the opportunity!

Kindly,
Kristina Kullberg
Business Development Director - West
Direct: (952) 974.3207
Office: (877) 444 8888 x147

RFP 2024-021 - 2024 Holiday Light and Decorations for City of Edinburg's Promenade Walkway, Park, and City Hall
Opening Date: October 15, 2024 at 3:00 p.m.

Vendor	Cost Proposal	Project approach and Qualifications	RFP Submission Packet & Supporting Documents	Total Score
Holiday Outdoor Decor	66.67	12.67	4	83.33
Six Shooter Softwash	76.67	15	4.67	96.33

STATE OF TEXAS	**§**	**AGREEMENT BETWEEN THE CITY OF EDINBURG AND NAME OF CONTRACTOR 2024 HOLIDAY LIGHTING AND DECORATIONS FOR THE CITY OF EDINBURG'S PROMENADE WALKWAY, PROMENADE PARK, AND CITY HALL**
COUNTY OF HIDALGO	**§**	
CITY OF EDINBURG	**§**	

The City of Edinburg, Hidalgo County, Texas, a municipal corporation, (hereinafter **"City"**) and Sixto Garza Jr. Enterprises LLC, dba Six Shooter Softwash (hereinafter **"Contractor"**), are the parties to this Agreement.

RECITALS

WHEREAS, the City desires to engage the Contractor for certain services in connection therewith; and,

WHEREAS, the Contractor represents that it has the knowledge, ability, equipment, and personnel to properly provide services needed by the City for installation of Holiday Lighting and Decorations For The City Of Edinburg's Promenade Walkway, Promenade Park, and City Hall; and,

NOW, THEREFORE, City and Contractor do mutually agree as follows:

SECTION I
EMPLOYMENT OF CONTRACTOR

A. City agrees to employ Contractor to furnish and provide the Services, as stated in this agreement and **Exhibit "A"**. Upon receipt of Services to the City's satisfaction, the City agrees to pay Contractor as stated in this Agreement.

SECTION II
SERVICES OF CONTRACTOR

A. The Contractor shall, in the scope of his work, perform the Services identified in **Exhibit "A"** of this document at the direction of the City. City shall provide Contractor with authorization to proceed, after execution of this Agreement.

B. Nothing contained in this Agreement is intended by the parties to create a partnership or joint venture between the parties, and any implication to the contrary is hereby expressly disavowed. It is understood and agreed that this Agreement does not create a joint enterprise, nor does it appoint either party as an agent of the other for any purpose whatsoever. Except as otherwise specifically provided herein, neither party shall in any way assume any of the liability of the other for acts of the other or obligations of the other.

SECTION III
RESPONSIBILITY OF THE CITY

A. City will facilitate Contractor's work with the following tasks:

1. Provide Contractor with its requirements for the Services.

2. Assist Contractor by providing information reasonably available to the City and pertinent to the Services.

3. Facilitate access to and make provisions for Contractor to enter upon public property as reasonably required for Contractor to perform its Services.

4. Give prompt written notice to Contractor whenever City observes or otherwise becomes aware of any defect in Services.

SECTION IV
RESPONSIBILITIES OF CONTRACTOR

A. Contractor shall perform the Services described in **Exhibits "A".**

B. Contractor shall perform its services with care, skill, and diligence, in accordance with the applicable professional standards currently recognized by its profession, and shall be responsible for the professional quality, technical accuracy, completeness, and coordination of all reports, plans, information, and other items and Services furnished under this Agreement. Contractor shall comply with all applicable federal, state, and local laws, ordinances, codes, and regulations in performing the Services. If Contractor fails to meet applicable professional standards, Contractor shall without additional compensation correct or revise any errors or deficiencies, with or without request to do so by the City.

C. Contractor shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of Services furnished by Contractor under this Agreement. Contractor shall keep the City informed of the Services performed under this Agreement. In connection with the performance of the Services by Contractor, Contractor agrees to promptly and fully disclose to City any information regarding the Services as City may request.

D. Contractor shall perform Services necessary to accomplish the work specified in this Agreement, in accordance with this Agreement.

E. City's review or approval of reports, and other services furnished hereunder shall not in any way relieve Contractor of responsibility for the technical adequacy of the work. Neither City's review, approval, or acceptance of, nor payment for any of the

Services shall be construed as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

F. Contractor shall be and shall remain liable, in accordance with applicable law, for all damages to City caused by Contractor's negligent performance of any of the Services furnished under this Agreement. Contractor shall not be responsible for any time-delays in the project caused by circumstances beyond Contractor's control.

G. Contractor's obligations under this clause are in addition to the Contractor'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 Contractor for Contractor's errors or omissions.

SECTION V
PAYMENT AND FEES

A. City hereby agrees to pay a sum not to exceed **$70,000.00** for services to be performed. Contractor shall submit all invoices to City in the manner specified herein. Contractor and City acknowledge and agree that compensation paid by City to Contractor under this Agreement is based upon Contractor's estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Contractor. Consequently, the parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Contractor and its employees, agents, and subcontractors may be eligible. City therefore has no responsibility for such contributions beyond compensation required under this Agreement.

B. 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 Contractor's conduct in the performance or furnishing of Services, or City has incurred costs, losses, or damages resulting from Contractor'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. Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with Services and related work;

c. Any Services are defective, requiring correction or replacement;

d. City has been required to correct defective Services or has accepted defective Services;

e. Other items entitle City to a set-off against the payment amount.

C. If City imposes any set-off against payment, City will give Contractor written notice stating the reasons for such action and the specific amount of the reduction, and promptly pay Contractor any amount remaining after deduction of the amount so withheld. City shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by City and Contractor, if Contractor remedies the reasons for such action. The reduction imposed will be binding on Contractor unless it duly submits written notice contesting the reduction within 30 days of receiving City's written notice.

D. All fees payable to Contractor 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 Contractor's employees' taxes. Contractor 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.

E. Contractor 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.

F. Contractor shall provide an invoice per tasks. Payment terms shall be net thirty (30) days from receipt of invoice.

G. The City may, at any time, request Contractor to make changes within the scope of the Services or to perform extra work. If any request by the City for a change or extra work causes an increase or decrease in the cost or the time required for performance of the work, or any change to this Agreement, Contractor shall, within fourteen (14) days from the date it receives the City's request, submit in writing a proposal for accomplishing such changed or extra work. This proposal shall define, if applicable, any increase or decrease in cost or time of completion or other change to this Agreement. The City must approve any change orders, pursuant to the City's Code of ordinances and policies and procedures and any other applicable laws of this State, before making the changes. The City will not be liable for any costs incurred by Contractor from performance of a change or extra work prior to issuance of a change order to this Agreement.

SECTION VI
TERM OF AGREEMENT

A. Except as provided below, the Services shall be completed **January 15, 2025**. The City of Edinburg will retain the option, at its sole discretion, to award up to three (3) renewal periods of one (1) year each.

B. City may terminate this Agreement upon giving 30 days' prior written notice thereof to Contractor. In addition, the City may cancel this Agreement immediately if, in the City's sole judgment, the Services rendered by Contractor breach or violate any of the

provisions of this Agreement, including but not limited to Vendor's inability, or anticipated inability, to complete the Services by January 15, 2025.

C. Upon termination or completion of this Agreement, City shall have no liability to Contractor except for charges for Services performed by Contractor and accepted by the City prior to receipt of notice of termination or cancellation. The terms and conditions in this Agreement that by their sense and context are intended to survive the performance hereof by either or both parties hereunder shall so survive the termination, cancellation, or completion of performance of this Agreement.

D. The City reserves the right to suspend work on the Services, with or without cause, in whole or in part, upon giving notice to Contractor. Contractor shall resume the Services so suspended when directed to do so by the City. The City shall have no liability to Contractor except for charges for Services performed by Contractor and accepted by the City prior to receipt of notice of suspension of Services. If only a portion of the Services are suspended, Contractor shall be compensated only for Services of which are not suspended and are actually performed during such suspension.

E. Upon termination of this Agreement or suspension of Services under this Section, the City may take over the work and may obtain the services of another entity to complete the work under this Agreement.

SECTION VII
LIQUIDATED DAMAGES

A. Contractor and Owner recognize that time is of the essence and that Owner will suffer financial and other losses if the Services are not completed as set out above. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal proceeding, the actual loss suffered by Owner if the Services are not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner **based on fees below** for each day that expires after the time to complete the Services (as duly adjusted pursuant to the Contract) specified above.

For Contract of Amount			Cost Per Day
$5,000.00	To	$25,000.00	$100.00
$25,000.01	**To**	**$100,000.00**	**$200.00**
$100,000.01	To	$500,000.00	$250.00
$500,000.01	To	$1,000,000.00	$300.00
$1,000,000.01	To	$2,000,000.00	$400.00
$2,000,000.01	To	$3,000,000.00	$500.00

$3,000,000.01	To	$4,000,000.00	$600.00
$4,000,000.01	To	$5,000,000.00	$700.00
$5,000,000.01	And	Over	$800.00

SECTION VIII
SCHEDULE REQUIREMENTS

Whenever, in the sole discretion of the City, the Services fall behind schedule, the Contractor shall, to the extent necessary to meet said schedule, increase its labor force and/or provide overtime, Saturday, and Sunday and/or holiday work, and shall have each Subcontractor do likewise, all at no additional cost to or compensation from City. Further, City shall have the right to offset against any amounts then or thereafter due to the Contractor, or to be reimbursed by the Contractor for, any additional costs City may incur as a direct result of said increase in labor force or overtime, Saturday, Sunday, and/or holiday work.

SECTION IX
WRITTEN NOTICE OF ISSUE

In the event that any issue arises relating to any of the provisions contained in this Agreement, including, but not limited to potential delays, change orders, time extensions, weather delays, etc., Contractor agrees to notify the City, in writing, immediately, relating to such issue and provide a proposed resolution. Failure to give such notice shall constitute a waiver of any other remedies available to Contractor hereunder.

SECTION X
NO DAMAGE FOR DELAY

In the event of any delay, not the fault of the Contractor, the Contractor shall be entitled to an extension of time for completion only, and shall not be entitled to any additional payment on account of such delay. Without limiting the foregoing, the Contractor shall not be entitled to payment or compensation of any kind from the City for direct, indirect or impact damages, and/or consequential damages, including but not limited to costs of acceleration arising because of hindrance or from any cause whatsoever, whether such hindrances or delays be reasonable or unreasonable, foreseeable or unforeseeable, or avoidable or unavoidable.

SECTION XI
UNREASONABLE SITE INSPECTION REQUIREMENTS

The Contractor acknowledges that it has taken steps necessary to ascertain the nature and location of the Services and that it has investigated and satisfied itself as to the general and local conditions which can affect the Services and its costs. The Contractor also acknowledges that it has satisfied itself as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered or difficulties

or access insofar as this information is ascertainable from an inspection of the site and available documents.

SECTION XII
DUTY TO COORDINATE AMONG SEPARATE PRIME CONTRACTORS

The City reserves the right to engage separate contractors to perform aspects of the 2024 Holiday Lighting and Decorations for the City of Edinburg's Promenade Walkway, Promenade Park, and City Hall other than the services under this agreement. In such case, Contractor shall coordinate sequence and schedule its work together and in cooperation with such other contractors. In the event of any difficulties caused by any such other separate contractor, this Contractor shall look solely for relief to such other contractors and shall not make claim against City.

SECTION XIII
MINIMUM INSURANCE REQUIREMENTS

Contractor shall be adequately insured and carry liability, workers' compensation, automobile insurance and professional liability for injury to its employees and others incurring loss or injury as a result of the acts of Contractor or its employees. In accordance with City ordinances, Contractor shall be required to hold the following minimum insurance coverage throughout the duration of this agreement:

A. Workers Compensation
In accordance with State statute.

B. Comprehensive General Liability

1. Bodily Injury
$250,000 each person
$500,000 each occurrence
2. Property Damage
$100,000 each occurrence
$100,000 each aggregate

or $500,000 combined single limits

C. Comprehensive Auto Liability
1. Bodily Injury
$100,000 each person
$500,000 each occurrence
2. Property Damage
$100,000 each occurrence
$100,000 aggregate
or $500,000 combined single limits

D. City's Protective Liability

1. Bodily Injury

$250,000 each person
$500,000 each occurrence

2. Property Damage

$100,000 each occurrence
$100,000 each aggregate

or $500,000 combined single limits

E. Professional Liability

1. Professional

$1,000,000 per claim and in the aggregate

F. Evidence of the above insurance coverage is attached as Exhibit ”B” and the City of Edinburg shall be listed as an additional insured.

G. Contractor hereby agrees as follows:

1. To punctually pay or cause to be paid all premiums and other sums payable under each insurance policy required to be obtained, kept, and maintained pursuant to this Agreement;

2. To maintain in full force and effect the policies required to be carried to the extent so required to be carried pursuant to the terms hereof;

3. To ensure that all Casualty Proceeds are paid to the Party entitled to receive same;

4. Not, at any time, to take any action (or omit to take action) which action (or omission) would cause any insurance policies required to be obtained, kept, and maintained under this Agreement to become void, voidable, unenforceable, suspended, or impaired in whole or in part or which would otherwise cause any sum paid out under any such insurance policy to become repayable in whole or in part; and

5. Promptly deliver Notice to City of any facts or circumstances of which it is aware which, if not disclosed to its insurers or re-insurers, is likely to affect adversely the nature or extent of the coverage to be provided under any insurance policy required hereunder.

SECTION XIV
ALTERNATE DISPUTE RESOLUTION/NEUTRAL PARTY

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

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

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

SECTION XV
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 XVI
INDEMNIFICATION

A. To the maximum extent allowed by law, Contractor agrees to and shall indemnify, hold harmless, and defend City, its officers, agents, and employees from any and all claims, losses, causes of action and damages, suits and liability of every kind, including all expenses of litigation, court costs, and attorney's fees arising out of or directly connected with the negligent or willful conduct of Contractor, its agents, officers and employees.

B. Contractor agrees to assist City in defense of claims or litigation brought against the City related to the Services.

SECTION XVII
LIMITATION OF LIABILITY

A. Contractor 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 Contractor's total fees paid by the City to Contractor for the Services. Contractor 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, Contractor's performance of Services, 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 XVIII
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 IXX
NO PENDING LITIGATION

A. Contractor represents that there is no action, proceeding, inquiry, or investigation, at law or in equity, before any court, arbitrator, governmental or other board or official, pending to the best knowledge of Contractor threated against or affecting the Contractor or any subsidiaries of the Contractor, questioning the validity or any action taken or to be taken by the Contractor in connection with the execution, delivery, and performance by the Contractor of this Agreement to which the Contractor may be a party or seeking to prohibit, restrain, or enjoin the execution, delivery, or performance by the Contractor hereof or thereof, where in an unfavorable decision, ruling, or finding (i) would adversely effect the validity or enforceability of, or the authority or ability of the Contractor to perform, its obligations under this Agreement to which the Contractor may be party or (ii) would have an adverse effect on the consolidated financial condition or results of operations of the Contractor or on the ability of the Contractor to conduct its business as presently conducted or as proposed or contemplated to be conducted.

SECTION XX
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 XXI
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, (ii) sent by nationally recognized overnight courier (e.g. Federal Express) with electronic tracking, or (iii) sent by email and addressed to such party as follows:

(a) Notices to the City:

City of Edinburg
415 W. University Drive
Edinburg, Texas 78539
Attn.: Myra L. Ayala, City Manager
mayala@cityofedinburg.com

With a copy to:

City of Edinburg
415 W. University Drive
Edinburg, Texas 78539
Attn.: Josephine Ramirez Solis, City Attorney
jsolis@cityofedinburg.com

Sixto Garza Jr. Enterprises LLC, dba Six Shooter Softwash
208 E Emory Ave.
McAllen, TX 78504
Attn: Sixto Garza Jr., Owner
Email: sixto@sixshootersoftwash.com

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, (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, or (iii) if by email, the date and time indicated in the email.

SECTION XXII
NON-APPROPRIATIONS

A. Notwithstanding anything in the contract documents to the contrary, any and all payments which the City is required to make under this contract 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 contract by providing (10) ten days written notice to the other party.

SECTION XXIII
SUCCESSORS AND ASSIGNS

City and Contractor 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 Contractor shall assign, sublet, or transfer interest in this Agreement without written consent of the other.

SECTION XXIV
CONFLICT OF TERMS

If any of the terms of this Agreement conflict in any respect with any of the terms of the attached Exhibits, the terms of this Agreement shall be controlling.

SECTION XXV
NO WAIVERS OR ACCORD AND SATISFACTION

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

B. No failure or delay of the City, in any one or more instances (i) in exercising any power, right, or remedy under this Agreement or (ii) in insisting upon the strict performance by Contractor of its covenants, obligations, or agreements under this Agreement, shall operate as a waiver, discharge, or invalidation thereof, nor shall any single or partial exercise of any such right, power, or remedy or insistence on strict performance, or any abandonment or discontinuance of steps to enforce such a right, power, or remedy or to enforce strict performance, preclude any other or future exercise thereof or insistence thereupon or the exercise of any other right, power, or remedy. The covenants, obligations, and agreements of Contractor and the rights and remedies of the City upon a default shall continue and remain in full force and effect with respect to any subsequent breach, act, or omission.

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

EXECUTED by the parties in triplicate originals on this _____ day of _____, 2024.

CITY OF EDINBURG:

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

ATTEST:

BY:_____
Clarice Y. Balderas, City Secretary

APPROVED AS TO FORM:

BY:_____
Josephine Ramirez Solis
City Attorney

SIXTO GARZA JR. ENTERPRISES LLC, DBA SIX SHOOTER SOFTWASH

BY:_____
Sixto Garza Jr., Owner
208 E Emory Ave.
McAllen, TX 78504
(956) 878-9698
Email: sixto@sixshootersoftwash.com

Attachments: Exhibit "A" RFP 2024-048 & Proposal
Exhibit "B" Insurance

EXHIBIT “A” TO AGREEMENT BETWEEN THE CITY OF EDINBURG AND NAME OF CONTRACTOR 2024 HOLIDAY LIGHTING AND DECORATIONS FOR THE CITY OF EDINBURG’S PROMENADE WALKWAY, PROMENADE PARK, AND CITY HALL

EXHIBIT “B” TO AGREEMENT BETWEEN THE CITY OF EDINBURG AND NAME OF CONTRACTOR 2024 HOLIDAY LIGHTING AND DECORATIONS FOR THE CITY OF EDINBURG’S PROMENADE WALKWAY, PROMENADE PARK, AND CITY HALL

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: November 5, 2024
AWARDING OF BIDS
Agenda Item No: 11.C.
Purchase: One (1) WEMCO Grit Pump and Motors

1. **Agenda Item:**
Consider Authorizing the Purchase of One (1) WEMCO Grit Pump and Motors from Lewis Electric Motors and Pumps, Inc., Through the Local Government Purchasing Cooperative (BuyBoard) Contract No. 672-22 in the Amount Not to Exceed $49,997.72. [Gerardo Carmona Jr., P.E., Director of Utilities]

2. **Description:**
In an effort to continue providing efficient and cost-effective purchasing for the City of Edinburg, the city is a member of the following different Cooperative Purchasing Entities in the State of Texas, Houston Galveston Area Council (HGAC), Local Government Purchasing Cooperative (BuyBoard), Sourcewell, Texas Interlocal Purchasing System (TIPS), OMNIA Partners Cooperative, Texas Department of Information Resources (DIR) and the Texas Facilities Commission (TFC). 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.

This WEMCO Grit pump and motor will allow for the removal of heavy sediment material coming into the Wastewater Treatment Plant Headworks. The warranty period on the pump is a standard one-year warranty. The estimated timeline for the delivery date is 30 weeks after a purchase order has been issued.

Funding is available within the Fiscal Year 2024-2025 Capital Outlay.

3. **Staff's Recommendation:**
Approve Authorizing the Purchase of One (1) WEMCO Grit Pump and Motors from Lewis Electric Motors and Pumps, Inc., Through the Local Government Purchasing Cooperative (BuyBoard) Contract No. 672-22, in the Amount Not to Exceed $49,997.72.

Reviewed by:		**Prepared by:**
Gerardo Carmona, Director of Utilities	Approved - 11/1/2024	Vanessa Velasquez,
Tomas Reyna, Assistant City Manager	Final Approval - 11/1/2024	Administrative Assistant

Attachments:
A. Lewis Electric Motors and Pumps Inc., Proposal

Lewis Electric Motors and Pumps, Inc

P O Box 1591,78551
3300 Spur 54
Harlingen, Texas 78552
Phone: (956) 423-4273
Fax: (056) 425-3625
sales@lewiselectricmotors.com
Buyboard #672-22

CITY OF EDINBURG
P.O. Box 1079
Edinburg, TX., TX 78540

Quotation

Deliver to	P.O. Box 1079 Edinburg, TX., TX 78540	**Quotation No.**	**22776**
		Date	Oct 4, 2024
		valid until	Nov 22, 2024

Qty	Description	each	Total
1	Wemco Pump And Motor Model C 4X4 Replacement For SN 09DW07643-02 (30 Week Estimated Lead Time)	49,997.72	49,997.72
	Buy Board 672-22		
		Total	**49,997.72**

City of Edinburg Waste Water Plant

**** ONE YEAR WEMCO MANUFACTURER WARRANTY ****

Please detach and return to

ACCEPTANCE

Lewis Electric Motors and Pumps, Inc
P O Box 1591
Harlingen, TX 78551
Physical Address: 3300 Spur 54, Harlingen, TX 78552

Quotation No.	**22776**
Date	Oct 4, 2024
Total	**49,997.72**

received from CITY OF EDINBURG **invoiceit!**

Accepted with Signature **Date**

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: November 5, 2024
AWARDING OF BIDS
Agenda Item No: 11.D.
Airport Lift Station Force main

1. **Agenda Item:**
Consider Authorizing the Installation of a Forcemain at the Airport from Southern Trenchless Solutions, Through the Local Government Purchasing Cooperative (BuyBoard) Contract No. 730-24, in the Amount Not To Exceed $189,999.79. [Gerardo Carmona Jr., P.E., Director of Utilities]

2. **Description:**
In an effort to continue providing efficient and cost-effective purchasing for the City of Edinburg, the city is a member of the following different Cooperative Purchasing Entities in the State of Texas: Houston Galveston Area Council (HGAC), Local Government Purchasing Cooperative (BuyBoard), Sourcewell, Texas Interlocal Purchasing System (TIPS), OMNIA Partners Cooperative, Texas Department of Information Resources (DIR) and the Texas Facilities Commission (TFC). 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 project consists of installing a 6-inch sewer force main on the west side of the airport property. The installation of the partial force main is part of an initiation to provide first time sewer to the airport. The project is scheduled to be fully completed within 120 days from the issuance of the Notice to Proceed.

Funding is available through the State and Local Fiscal Recovery Fund (SLFRF) funds.

3. **Staff's Recommendation:**
Approve Authorizing the Installation of a forcemain at the Airport from Southern Trenchless Solutions, Through the Local Government Purchasing Cooperative (BuyBoard) Contract No. 730-24, in the Amount Not To Exceed $189,999.79.

Reviewed by:		**Prepared by:**
Gerardo Carmona, Director of Utilities	Approved - 11/1/2024	Vanessa Velasquez,
Tomas Reyna, Assistant City Manager	Final Approval - 11/1/2024	Administrative Assistant

Attachments:
A. Southern Trenchless Solutions Agreement

STATE OF TEXAS	**§**	**AGREEMENT BETWEEN THE CITY OF EDINBURG AND SOUTHERN TRENCHLESS SOLUTIONS FOR AIRPORT LIFT STATION PROJECT – ARPA**
COUNTY OF HIDALGO	**§**	
CITY OF EDINBURG	**§**	

The City of Edinburg, Hidalgo County, Texas, a municipal corporation, (hereinafter **"City"**) and **Southern Trenchless Solutions.,** (hereinafter **"Vendor"**), are the parties to this Agreement.

RECITALS

WHEREAS, the City desires to engage the Vendor for certain services and to provide all labor, materials and equipment necessary to perform work as described in Exhibit A, and

WHEREAS, Vendor has the professional knowledge, ability, equipment, and personnel to properly provide services needed by the City; and

WHEREAS, City desires to engage Vendor to render services in connection therewith:

NOW, THEREFORE, City and Vendor do mutually agree as follows:

SECTION I
EMPLOYMENT OF VENDOR

A. City agrees to employ Vendor to furnish and provide services, labor, materials, and equipment ("Services") as stated in this agreement and **Exhibit "A"**. Upon receipt of Services to the City's satisfaction, the City agrees to pay Vendor as stated in this Agreement.

SECTION II
SERVICES OF VENDOR

A. The Vendor shall, in the scope of his work, perform the Services identified in **Exhibit "A"** of this document. City shall provide Vendor with authorization to proceed, after execution of this Agreement.

B. Nothing contained in this Agreement is intended by the parties to create a partnership or joint venture between the parties, and any implication to the contrary is hereby expressly disavowed. It is understood and agreed that this Agreement does not create a joint enterprise, nor does it appoint either party as an agent of the other for any purpose whatsoever. Except as otherwise specifically provided herein, neither party shall

in any way assume any of the liability of the other for acts of the other or obligations of the other.

SECTION III
RESPONSIBILITY OF THE CITY

A. City will facilitate Vendor's work with the following tasks:

1. Provide Vendor with its requirements for the Services.

2. Assist Vendor by providing information reasonably available to the City and pertinent to the Services.

3. Facilitate access to and make provisions for Vendor to enter upon public property as reasonably required for Vendor to perform its Services.

4. Examine all reports, sketches, estimates, drawings, proposals, and other documents presented by Vendor and render in writing decisions pertaining thereto within a reasonable time so as not to delay the Services of the Vendor.

5. Give prompt written notice to Vendor whenever City observes or otherwise becomes aware of any defect in Services.

6. City's representative with respect to interpretation and implementation of the Services and this Agreement will be the City Manager or such other representative that the City may appoint by written notice to Vendor with whom Vendor will communicate regarding all matters pertaining to this Agreement. Said representative will make all arrangements for consultation by Vendor with employees or designees of City. In addition, said representative shall have authority and responsibility to define and agree upon the scope and specification of the Services, require and receive reports regarding the progress of the Services, and terminate the performance of the Services or any phase thereof in accordance with the provisions of this Agreement.

SECTION IV
RESPONSIBILITIES OF VENDOR

A. Vendor shall perform the Services described in **Exhibits "A".**

B. Vendor shall perform its Services (including the furnishing of labor, materials, and equipment) with care, skill, and diligence, in accordance with the applicable professional standards currently recognized by its profession, and shall be responsible for the professional quality, technical accuracy, completeness, and coordination of all reports, plans, information, and other items and Services furnished under this Agreement. Vendor shall comply with all applicable federal, state, and local laws, ordinances, codes, and regulations in performing the Services. 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 be responsible for the professional quality, technical accuracy, timely completion, and the coordination of Services furnished by Vendor under this Agreement. Vendor shall keep the City informed of the Services performed under this Agreement. In connection with the performance of the Services by Vendor, Vendor agrees to promptly and fully disclose to City any information regarding the Services as City may request.

D. Vendor will develop and maintain a detailed schedule for completion of the Services. The schedule will be a work plan showing activities to be performed and their sequence; and, in addition, activities will contain duration, manpower required, and estimated cost. A preliminary schedule shall be submitted to the City within ten (10) days after execution of this Agreement for review and establishment of the level of detail to be included.

E. Vendor will submit monthly progress data for the reporting period which will include the percentage complete and actual start date and actual finish date for all activities worked on by the Vendor during the period. Any changes in delivery dates will be reported. Other information, such as actual hours expended, will be furnished monthly, or as requested, by the City. If requested by the City, schedule update meetings will be held to discuss the results of schedule analysis and necessary action to meet the requirements of the schedule.

F. Vendor shall perform Services necessary to accomplish the work specified in this Agreement, in accordance with this Agreement.

G. City's review or approval of reports, and other services furnished hereunder shall not in any way relieve Vendor of responsibility for the technical adequacy of the work. Neither City's review, approval, or acceptance of, nor payment for any of the Services shall be construed as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

H. Vendor shall be and shall remain liable, in accordance with applicable law, for all damages to City caused by Vendor's negligent performance of any of the Services furnished under this Agreement. Vendor shall not be responsible for any time-delays in the project caused by circumstances beyond Vendor's control.

I. 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.

J. All reports, drawings, plans, and other documentation pertaining to the Services become the property of City.

SECTION V
PAYMENT AND FEES

City agrees to pay Vendor for Services being contracted herein as follows:

A. Vendor shall submit all invoices to City in the manner specified herein. Except as specifically authorized by City in writing, Vendor shall not bill City for duplicate services performed by more than one person. Vendor and City acknowledge and agree that compensation paid by City to Vendor under this Agreement is based upon Vendor's estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Vendor. Consequently, the parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Vendor and its employees, agents, and subcontractors may be eligible. City therefore has no responsibility for such contributions beyond compensation required under this Agreement.

B. 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. Vendor has failed to provide and maintain required insurance;

d. City has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;

e. 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;

f. Any Services are defective, requiring correction or replacement;

g. City has been required to correct defective Services or has accepted defective Services;

h. Liens have been filed in connection with the Services; or

i. Other items entitle City to a set-off against the payment amount.

C. 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.

D. 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.

E. 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.

F. Vendor shall provide an invoice in accordance with City regulations. Payment terms shall be net thirty (30) days from receipt of invoice.

G. The City may, at any time, request Vendor to make changes within the scope of the Services or to perform extra work. If any request by the City for a change or extra work causes an increase or decrease in the cost or the time required for performance of the work, or any change to this Agreement, Vendor shall, within seven (7) days from the date it receives the City's request, submit in writing a proposal for accomplishing such changed or extra work. This proposal shall define, if applicable, any increase or decrease in cost or time of completion or other change to this Agreement. The governing body of the City must approve any change orders, pursuant to the City's Code of ordinances and policies and procedures and any other applicable laws of this State, before making the changes. The City will not be liable for any costs incurred by Vendor from performance of a change or extra work prior to issuance of a change order to this Agreement.

H. The total contract price may not be increased because of the changes unless additional money for increased costs is appropriated for that purpose from available funds or is provided for by the authorization of the issuance of time warrants.

I. Prior to and as a condition of final payment to the Vendor following termination or expiration of this Agreement as defined below, the Vendor shall deliver to the City a release in form and substance satisfactory to the City, discharging it and its officers, agents, and employees of all 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 and the earlier of (i) six months from the date of execution or (ii) until the Services are declared complete in a written instrument signed by the City Manager.

B. City may terminate this Agreement upon giving 10 days' prior written notice thereof to Vendor. In addition, City shall have the right, upon written notice, to cancel this Agreement immediately if, in the City's sole judgment, the Services rendered by Vendor breach or violate 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 Services performed by Vendor and accepted by the City prior to receipt of notice of termination or cancellation. The terms and conditions in this Agreement that by their sense and context are intended to survive the performance hereof by either or both parties hereunder shall so survive the termination, cancellation, or completion of performance of this Agreement.

D. Upon termination or completion of Vendor's Services hereunder or at such other time as may be requested by City, Vendor shall return to City within seven (7) days of termination, completion, or request all documents, records, notebooks, including copies thereof, whether prepared by Vendor or others, in Vendor's possession and related to the Services.

E. The City reserves the right to suspend work on the Services, with or without cause, in whole or in part, upon giving notice to Vendor. Vendor shall resume the Services so suspended when directed to do so by the City. The City shall have no liability to Vendor except for charges for Services performed by Vendor and accepted by the City prior to receipt of notice of suspension of Services. If only a portion of the Services are suspended, Vendor shall be compensated only for Services of which are not suspended and are actually performed during such suspension.

F. Upon termination of this Agreement or suspension of Services under this Section, the City may take over the work and may obtain the services of another entity to complete the work under this Agreement.

SECTION VII
MINIMUM INSURANCE REQUIREMENTS

Vendor shall be adequately insured and carry liability, workers compensation, automobile insurance and professional liability for injury to its employees and others incurring loss or injury as a result of the acts of Vendor or its employees. In accordance with City ordinances, Vendor shall be required to hold the following minimum insurance coverage throughout the duration of this agreement:

A. Workers Compensation
In accordance with State statute.

B. Comprehensive General Liability

1. Bodily Injury
$250,000 each person
$500,000 each occurrence
2. Property Damage
$100,000 each occurrence
$100,000 each aggregate

or $500,000 combined single limits

C. Comprehensive Auto Liability
1. Bodily Injury
$100,000 each person
$500,000 each occurrence
2. Property Damage
$100,000 each occurrence
$100,000 aggregate
or $500,000 combined single limits

D. City's Protective Liability

1. Bodily Injury
$250,000 each person
$500,000 each occurrence

2. Property Damage
$100,000 each occurrence
$100,000 each aggregate

or $500,000 combined single limits

E. Professional Liability

1. Professional
$1,000,000 per claim and in the aggregate

F. Evidence of the above insurance coverage is attached as Exhibit ”B” and the City of Edinburg shall be listed as an additional insured.

G. If at any time and for any reason Vendor fails to provide, maintain, keep in force and effect, or deliver to the City proof of, any of the insurance required and such failure continues for ten (10) days after Notice thereof from City to Vendor, City may, but shall have no obligation to, procure single interest insurance for such risks covering City (or, if no more expensive, the insurance required by this Agreement), and Vendor shall, within ten (10) days following City’s demand and Notice, pay and reimburse City therefor with interest at Prime Rate plus 2%, the Prime Rate being that in place on the date of Notice, from the date of payment by the City until repayment of City in full by Vendor.

H. With respect to each and every one of the insurance policies required to be obtained, kept, or maintained under the terms of this Agreement, on or before the date on which each such policy is required to be first obtained and at least fifteen (15) days before the expiration of any policy required hereunder previously obtained, Vendor shall deliver evidence reasonably acceptable to City showing that such insurance is in full force and effect.

I. Vendor hereby agrees as follows:

1. To punctually pay or cause to be paid all premiums and other sums payable under each insurance policy required to be obtained, kept, and maintained pursuant to this Agreement;

2. To maintain in full force and effect the policies required to be carried to the extent so required to be carried pursuant to the terms hereof;

3. To ensure that all Casualty Proceeds are paid to the Party entitled to receive same;

4. Not, at any time, to take any action (or omit to take action) which action (or omission) would cause any insurance policies required to be obtained, kept, and maintained under this Agreement to become void, voidable, unenforceable, suspended, or impaired in whole or in part or which would otherwise cause any sum paid out under any such insurance policy to become repayable in whole or in part; and

5. Promptly deliver Notice to City of any facts or circumstances of which it is aware which, if not disclosed to its insurers or re-insurers, is likely to affect adversely the nature or extent of the coverage to be provided under any insurance policy required hereunder.

SECTION VIII
ALTERNATE DISPUTE RESOLUTION/NEUTRAL PARTY

A. If any dispute, controversy, or claim between or among the Parties arises under this Agreement or is related in any way to this Agreement or the relationship of the Parties hereunder (a "Dispute"), the Parties shall first attempt in good faith to settle and resolve such Dispute by meeting at a mutually agreeable time and place to discuss the Dispute within seven (7) days following the original written notice of any Dispute by the party making such a claim. The Parties shall seek to resolve the Dispute in writing within fourteen (14) days following the original written notice of any Dispute by the party making such a claim.

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

SECTION IX
CONTROLLING LAW, MANDATORY VENUE, AND FEES AND EXPENSES

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

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

SECTION X
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 and all claims, losses, causes of action and damages, suits and liability of every kind, including all expenses of litigation, court costs, and attorney's fees arising out of or directly connected with the negligent or willful conduct of Vendor, its agents, officers and employees.

B. Vendor agrees to assist City in defense of claims or litigation brought against the City related to this project, including but not limited to providing written witness statements, documents, and witness testimony upon demand.

SECTION XI
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 paid by the City to Vendor for the Services rendered pursuant to the Task Order which is the subject matter of the claim. 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 of Services, 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 XII
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 XIII
NO PENDING LITIGATION

A. Vendor represents that there is no action, proceeding, inquiry, or investigation, at law or in equity, before any court, arbitrator, governmental or other board or official, pending to the best knowledge of 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 effect 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 XIV
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 XV
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:

Southern Trenchless Solutions

PO BOX 8084

Weslaco, Texas 78599

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 XVI
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 XVII
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.

SECTION XIX
CONFLICT OF TERMS

If any of the terms of this Agreement conflict in any respect with any of the terms of the attached Exhibits or any current or future Task Orders (including exhibits), the terms of this Agreement shall be controlling.

SECTION XX
NO WAIVERS OR ACCORD AND SATISFACTION

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

B. No failure or delay of the City, in any one or more instances (i) in exercising any power, right, or remedy under this Agreement or (ii) in insisting upon the strict performance by Vendor of its covenants, obligations, or agreements under this Agreement, shall operate as a waiver, discharge, or invalidation thereof, nor shall any single or partial exercise of any such right, power, or remedy or insistence on strict performance, or any abandonment or discontinuance of steps to enforce such a right, power, or remedy or to enforce strict performance, preclude any other or future exercise thereof or insistence thereupon or the exercise of any other right, power, or remedy. The covenants, obligations, and agreements of Vendor and the rights and remedies of the City upon a default shall continue and remain in full force and effect with respect to any subsequent breach, act, or omission.

C. Without limiting the generality of the above, the receipt by City of any Services with knowledge of a breach by 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 Services 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 services or make payment without prejudice to its rights under this Agreement or pursue any remedy provided in this Agreement or provided otherwise by law or equity.

SECTION XX
NOTICE OF GOVERNING LAW

A. The Contractor agrees to abide by the applicable laws and regulations found in the Assurance of Compliance with Civil Rights Provisions and Federally Mandated Contract Provisions in Appendix II to 2 CFR Part 200, attached in Exhibits A & B.

Attachments: Attachment A – Civil Rights Provisions
Attachment B – Appendix II to 2 CFR Part 200

ATTACHMENT "A"

ASSURANCE OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS

ASSURANCE OF COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

As a condition of receipt of federal financial assistance from the Department of the Treasury, the City of Edinburg (hereinafter referred to as "the Recipient") must ensure that any contract or sub-award (hereinafter referred to as "the contractor") provides the assurances stated herein. The federal financial assistance may include federal grants, loans and contracts to provide assistance to the recipient's beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass contracts of guarantee or insurance, regulated programs, licenses, procurement contracts by the Federal government at market value, or programs that provide direct benefits. This assurance applies to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that the Recipient may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of this assurance apply to all of the recipient's programs, services and activities, so long as any portion of the recipient's program(s) is federally assisted in the manner proscribed above.

1. The Contractor ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal funds, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166; directives; circulars; policies; memoranda and/or guidance documents.

2. The Contractor acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Recipient understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, Recipient shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities.

3. The Contractor understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Recipient's programs, services, and activities.

4. The Contractor agrees to consider the need for language services for LEP persons during development of applicable budgets and when conducting programs, services and activities.

   As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on LEP, please visit http://www.lep.gov.

5. The Contractor acknowledges and agrees that compliance with this assurance constitutes a condition of continued receipt of federal financial assistance and is binding upon.

6. The Contractor and Contractor's successors, transferees and assignees for the period in

which such assistance is provided. Contractor acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every contract or agreement subject to Title VI and its regulations between the Contractor and the Contractor's sub-grantees, contractors, subcontractors, successors, transferees, and assignees:

> *The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.*

ATTACHMENT "B"
FEDERALLY MANDATED PROCUREMENT CONTRACT PROVISIONS

Appendix II to 2 CFR Part 200

Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable. The Contractor and all of its Subcontractors shall comply with these Federal provisions. The Contractor shall include this document in all subcontracts and ensure it is also included in all lower-tier subcontracts of the Subcontractor.

(A) Contracts for more than the simplified acquisition threshold currently set at $150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964- 1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146- 3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40

hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier, up to the non-Federal award.

(J) See §200.322 Procurement of recovered materials.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014]

EXECUTED by the parties in triplicate originals on this _____day of _____, 2024

CITY OF EDINBURG:

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

ATTEST:

BY:_____
Clarice Y. Balderas, City Secretary

APPROVED AS TO FORM:

JOSEPHINE R. SOLIS

BY:_____
Josephine R Soli
City Attorney

SOUTHERN TRENCHLESS SOLUTIONS

BY:_____
Ramon Closner
1200 W Expressway 83
La Feria, Texas 78559
Phone: (956) 277-0354

Attachments: Exhibit "A" PROPOSAL
Exhibit "B" Insurance

EXHIBIT “A” – PROPOSAL QUOTE

TO CONTRACT
BETWEEN CITY OF EDINBURG
AND SOUTHERN TRENCLESS SOLUTIONS

SOUTHERN TRENCHLESS SOLUTIONS

P O Box 8084; Weslaco, TX 78599
1200 W Exp 83, La Feria, TX 78559
Ph# 956-277-0354 Fax# 956-277-0355
Adminstx@southerntrenchless.com

Quote Issued 10/29/2024

Quote # 24-437-637

Invoice Issued: _____

Invoice: _____

Purchase Order #: _____

Project: City of Edinburg
Airport Force Main SDR-21

BuyBoard # 730-24

Line	Item	Description	Qty	Unit	Unit Price	Total
1	231	Mobilization / Demobilization	2	EA	5,500.00	11,000.00
2	225	4" to 8" Open Cut Installation Sewer/Water (0'-4' deep sdr21)	3,779.79	LF	43.75	165,365.81
		Item 225 includes 12-6" 45° elbows				
3	490	Repair/Rehab 2" Asphalt pavement	4.5	SY	1,800.00	8,100.00
4	MISC	Payment & Performance Bonds 3%	1	EA	5,533.98	5,533.98
		Silt Fencing to be included				

Total **$189,999.79**

Exclusions:
1. Does Not Include ByPass or Point Repairs
2. Water to be Provided by the City at no charge to Southern Trenchless, LLC.
3. Waste to be disposed of at City Wastewater Facility at no charge to Southern Trenchless Solutions, LLC.

Instructions
**Upon Receipt of Signed Proposal & Purchase Order we will begin to execute contract.

Signature: _____ Print Name: _____

Title: _____

***** Please Make Checks Payable To:**

Southern Trenchless Solutions, LLC.
PO Box 8084
Weslaco, TX 78599

We Appreciate Your Business!!!

SAM.GOV

SOUTHERN TRENCHLESS SOLUTIONS LLC

Unique Entity ID	CAGE / NCAGE	Purpose of Registration
RY4MLMN37551	**6UNW2**	**All Awards**
Registration Status	Expiration Date	
Active Registration	**Jul 31, 2025**	
Physical Address	Mailing Address	
1200 W Expressway 83 **La Feria, Texas 78559-5298** **United States**	**PO Box 8084** **Weslaco, Texas 78599** **United States**	

Business Information

Doing Business as	Division Name	Division Number
(blank)	**(blank)**	**(blank)**
Congressional District	State / Country of Incorporation	URL
Texas 34	**Texas / United States**	**(blank)**

Registration Dates

Activation Date	Submission Date	Initial Registration Date
Aug 2, 2024	**Jul 31, 2024**	**Feb 4, 2013**

Entity Dates

Entity Start Date	Fiscal Year End Close Date
Jan 1, 2010	**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 (Not Tax Exempt)	**Business or Organization**	**Limited Liability Company**
Profit Structure		
For Profit Organization		

Socio-Economic Types

Minority-Owned Business
Self Certified Small Disadvantaged 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.

Financial Information

Accepts Credit Card Payments	Debt Subject To Offset
Yes	**No**

EFT Indicator	CAGE Code
0000	**6UNW2**

Points of Contact

Electronic Business

Ramon Closner, Managing Member

PO Box 8084
Weslaco, Texas 78599
United States

Government Business

Ramon Closner, Managing Member

PO Box 8084
Weslaco, Texas 78599
United States

Patricia De La Cruz

1200 W Expressway 83
La Feria, Texas 78559
United States

Service Classifications

NAICS Codes

Primary	NAICS Codes	NAICS Title
Yes	**331511**	**Iron Foundries**

Disaster Response

Yes, this entity appears in the disaster response registry.

Bonding Levels	Dollars
(blank)	**(blank)**

States	Counties	Metropolitan Statistical Areas
Texas	**(blank)**	**(blank)**

EXHIBIT “B” - INSURANCE CERTIFICATE

TO CONTRACT
BETWEEN CITY OF EDINBURG
AND SOUTHERN TRENCLESS SOLUTIONS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/08/2024

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
McAfee Insurance Agency
P. O. Box 625
321 Second Street
Mercedes TX 78570

CONTACT NAME: Mindy Rivera
PHONE (A/C, No, Ext): (956) 565-2481 FAX (A/C, No): (956) 565-2733
E-MAIL ADDRESS: mindy@mcafeeagency.com

INSURED
Southern Trenchless Solutions, LLC, DBA: Blue Green Municipal
P. O. Box 8084
Weslaco TX 78599

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Indian Harbor Ins. Co.	
INSURER B : Rock Ridge Insurance Company	11089
INSURER C : Texas Mutual Ins. Co.	22945
INSURER D : Hanover Insurance Company	22292
INSURER E :	
INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 24-25 **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 [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:			ESG0065645	04/17/2024	04/17/2025	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ Excluded
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
B	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			BW92-STR-2400040-03	04/17/2024	04/17/2025	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
							Underinsured motorist	$ 100,000
A	[ ] UMBRELLA LIAB [ ] OCCUR [X] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			SXS0065644	04/17/2024	04/17/2025	EACH OCCURRENCE	$ 2,000,000
							AGGREGATE	$ 2,000,000
								$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N: Y (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		0001272586	07/12/2024	07/12/2025	[X] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
D	Inland Marine			IHD A392425-11	08/13/2024	08/13/2025	Leased/Rented	300,000
							Deductible	2,500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project: Airport Force Main SDR-21

CERTIFICATE HOLDER

City of Edinburg

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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CITY OF EDINBURG - CITY COUNCIL
Meeting Date: November 5, 2024
RESOLUTION
Agenda Item No: 12.A.
Resolution: FY 2025 WaterSMART Water and Energy Efficiency Grant

1. **Agenda Item:**
Consider Resolution Authorizing the City Manager to Submit a Grant Application to the U.S. Department of the Interior, Bureau of Reclamation Under the Fiscal Year 2025 WaterSMART Water and Energy Efficiency Grant Program and to Execute Grant Documents Related Thereto. [Gerardo Carmona Jr., P.E., Director of Utilities]

2. **Description:**
The U.S. Department of the Interior, Bureau of Reclamation's Fiscal Year 2025 WaterSMART Water and Energy Efficiency Grant Program application period opened on August 5, 2024. The grant application will seek to replace commercial and residential water meters with smart water meters located in the City's northern areas. The smart water meters are equipped to conserve water, as well as reduce Utilities Department staff's time and effort in reading standard water meters. The City will request approximately $500,000 for the smart water meters, with a required 50% local match of approximately $500,000, for a total project cost of $1,000,000.

The deadline for the grant application is Wednesday, November 13, 2024. The period of performance is two years, beginning October 31, 2025 through October 31, 2027, but will vary based on the award date. The U.S. Department of the Interior, Bureau of Reclamation award notifications are anticipated to be made by October 31, 2025.

The City's required 50% matching funds will have to be appropriated through the FY 2025-2026 General Fund Operating Budget, Utilities Department.

Procurement will adhere to federal guidelines and City policy.

This grant opportunity, if awarded, will provide for the installation of smart water meters within the City of Edinburg. If authorized to submit this grant application, the City will have an opportunity to maximize grant funding.

3. **Staff's Recommendation:**
Approve Resolution authorizing the City Manager to submit a grant application to the U.S. Department of the Interior, Bureau of Reclamation under the Fiscal Year 2025 WaterSMART Water and Energy Efficiency Grant Program and to execute grant documents related thereto.

Reviewed by:		**Prepared by:**
Gerardo Carmona, Director of Utilities	Approved - 11/1/2024	Vanessa Velasquez, Administrative Assistant
Claudia Farias, Director of Grants Administration	Approved - 11/1/2024	
Tomas Reyna, Assistant City Manager	Final Approval - 11/1/2024	

Attachments:

A. Resolution

RESOLUTION NO. ____

THE STATE OF TEXAS	**§**	**AUTHORIZING THE CITY MANAGER TO SUBMIT A GRANT APPLICATION TO THE U. S. DEPARTMENT OF THE INTERIOR, BUREAU OF RECLAMATION UNDER THE FISCAL YEAR 2025 WATERSMART WATER AND ENERGY EFFICIENCY GRANT PROGRAM AND TO EXECUTE GRANT DOCUMENTS RELATING THERETO.**
COUNTY OF HIDALGO	**§**	
CITY OF EDINBURG	**§**	

WHEREAS, the U.S. Department of the Interior, Bureau of Reclamation is soliciting grant applications to leverage projects that conserve and use water more efficiently; mitigate conflict risk in areas at a high risk of future water conflict; and accomplish other benefits that contribute to resilience and sustainability; and

WHEREAS, this grant opportunity would provide smart water meters within the City of Edinburg; and

WHEREAS, the Edinburg City Council finds it is in the best interest of the citizens of Edinburg to apply for the U.S. Department of the Interior, Bureau of Reclamation's Fiscal Year 2025 WaterSMART Water and Energy Efficiency Grant, with a 50% local match required; and

WHEREAS, the Edinburg City Council agrees that in the event of loss or misuse of the Fiscal Year 2025 WaterSMART Water and Energy Efficiency Grant funds, the City of Edinburg assures that the funds will be returned to the U.S. Department of the Interior, Bureau of Reclamation in full; and

WHEREAS, the City of Edinburg will work with the U.S. Department of the Interior, Bureau of Reclamation to meet established deadlines for entering into a grant or cooperative agreement, and has reviewed and supports the application submitted; and

WHEREAS, the Edinburg City Council designates the City Manager as the grantee's authorized official. The authorized official is given the power to apply for, enter into, accept, reject, alter or terminate the grant on behalf of the applicant agency.

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

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

SECTION 2: The City Council of the City of Edinburg, Texas, authorizes the City Manager to submit the grant application for the Fiscal Year 2025 WaterSMART Water and Energy Efficiency Grant Program to the U.S. Department of the Interior, Bureau of Reclamation.

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 5th day of November, 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: November 5, 2024
BUDGET
Agenda Item No: 13.A.
2024-2025 Budget Transfer of Funds

1. **Agenda Item:**
Consider Approving the Fiscal Year 2024-2025 Budget Transfers for the Following: [Ascencion Alonzo, Director of Finance]
Hotel Occupancy Tax

1. Hotel Occupancy Tax Fund: FROM UTRGV Athletics; Machines & Equipment Maintenance TO Building & Structures in the amount of $26,185. [Leticia Leija, Director of Library & Cultural Arts]

2. **Description:**
The Finance Department is presenting the budget transfer requested by the City department to transfer funds necessary for the purchase of illuminated display signage for the Amphitheater.

3. **Staff's Recommendation:**
Approve the Budget Transfers for the Fiscal Year 2024-2025 Budget, as requested by the department.

Reviewed by:
Nelda Ramirez, Assistant City Manager

Prepared by:
Ascencion Alonzo, Director of Finance

Attachments:
A. Budget Transfer Request Form

CITY OF EDINBURG
BUDGET TRANSFER REQUEST FORM

FUND NAME HOT FUND

DEPARTMENT CULTURAL ARTS

TRANSFER FROM:

	ACCOUNT NAME	ACCOUNT NUMBER																AMOUNT
		Fund				Dept						*Category						
1	UTRGV ATHLETICS	1	1	3	-	9	5	0	0	-		8	0	0	4	0	7	$ 25,000.00
2	MACHINES & EQUIPMENT MAINT	1	1	3	-	9	5	0	0	-		5	1	3	3	0	2	$ 1,185.00
3																		
4																		
5																		
6																		
7																		
												Total						$ 26,185.00

TRANSFER TO:

	ACCOUNT NAME	ACCOUNT NUMBER																AMOUNT
		Fund				Dept						*Category						
1	BUILDING & STRUCTURES	1	1	3	-	9	5	0	0	-		5	1	3	3	0	6	$ 25,000.00
2	BUILDING & STRUCTURES	1	1	3	-	9	5	0	0	-		5	1	3	3	0	6	$ 1,185.00
3																		
4																		
5																		
6																		
7																		
												Total						$ 26,185.00

Transfer request for the purchase of Illuminated Display Signage for the Amphitheater. Signage will provide City branding and will also be used to promote City Festivals & Events.

*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. Letty Longoria 10/21/2024

2. 10/31/24

Department Head & Assistant City Manager

ROUTE TO FINANCE DEPARTMENT

REVIEWED BY: DATE:

3. Cesar Ortiz 10/31/2024

Director of Finance

ROUTE TO CITY MANAGER'S OFFICE

APPROVED BY: DATE:

4. 11/3/24

City Manager

ROUTE BACK TO FINANCE DEPARTMENT

ATTENTION: GABRIEL MORENO

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: November 5, 2024
CONSENT AGENDA
Agenda Item No: 14.A.
Quarterly Investment Report: for the Period Ending September 30, 2024

1. **Agenda Item:**
   Consider Approving the Quarterly Investment Report for the Period Ending September 30, 2024, Pursuant to the Public Funds Investment Act (PFIA). [Ascencion Alonzo, Director of Finance]

2. **Description:**
   In accordance with the Public Funds Investment Act (Chapter 2256), I hereby submit the Quarterly Investment Report for your review and acceptance. The report is in full compliance with the investment strategies as established in the City of Edinburg's Investment Policy and the Public Funds Investment Act (Chapter 2256).

3. **Staff's Recommendation:**
   Approve the Quarterly Investment Report for the Period Ending September 30, 2024, Pursuant to the Public Funds Investment Act (PFIA).

Reviewed by:
Nelda Ramirez, Assistant City Manager

Prepared by:
Ascencion Alonzo, Director of Finance

Attachments:
A. Quarterly Investment Report

November 5, 2024

Mayor Ramiro Garza
City Councilmembers

RE: Quarterly Investment Report for Quarter Ending September 2024/Statement of Compliance

The above-referenced report is hereby presented, pursuant to the Public Funds Investment Act (PFIA), for your review and acceptance.

This quarter's investments totaled $119,565,612.83 which included internal transfers-out totaling ($15,789,758.36) and interest earned totaling $1,705,551.88.

The PFIA also requires that the report contain a Statement of Compliance, signed by the Investment Officers, as presented below:

STATEMENT OF COMPLIANCE

This report complies with the requirements of the Public Investment Act as well as the City of Edinburg's adopted investment policy. The City follows all provisions of the Public Investment Act and the City's investment policy.

Presented by the City of Edinburg's Investment Officers:

Ascencion Alonzo, Investment Officer

Nelda Ramirez, Investment Officer

CITY OF EDINBURG
QUARTERLY INVESTMENT SUMMARY REPORT
QUARTER ENDING SEPTEMBER 30, 2024

		Texpool Investment Pool
COST		
Beginning Balance	$	133,649,819.31
Additions:		
Interfund Transfers-out		(15,789,758.36)
Contributions		-
Investment earnings-Texpool		1,705,551.88
Investment earnings-		-
Deductions:		
Interfund Transfers-out		-
Disbursements		-
Ending Balance	$	119,565,612.83
MARKET VALUE		
Beginning Balance	$	133,639,127.32
Ending Balance	$	119,600,286.86

Weighted Average Maturity- Texpool	32
Texpool-Weighted Average Yield	5.26%

CITY OF EDNBURG
HOLDINGS BY INVESTMENTS
QUARTERLY INVESTMENT REPORT
QUARTER ENDING SEPTEMBER 30, 2024

Type of Investment	Beginning Cost	Texpool Interest	Interfund Transfers	Disbursements	Ending Cost	Market Value
Texpool:						
Revenue Bonds Reserve #7938100005	$ 3,487,764.87	$ 46,450.98	$ -	$ -	$ 3,534,215.85	$ 3,535,240.77
Utility I & S #7938100007	39,962.28	532.30	-	-	40,494.58	40,506.32
Pooled Cash Operating #7938100040	982,441.59	11,256.08	(357,636.38)	-	636,061.29	636,245.75
Pooled Cash Contingency #7938100041	-	-	-	-	-	-
Utility Fund Rev Bond Series 2021 #7938100043	7,697,679.91	83,146.72	(2,120,179.92)	-	5,660,646.71	5,662,288.30
SWM Fund CO Series 2021 #7938100044	12,809,193.31	170,596.43	-	-	12,979,789.74	12,983,553.88
American Rescue Plan Act of 2021 #7938100045	13,053,343.69	163,754.65	(1,935,897.91)	-	11,281,200.43	11,284,471.98
2023 CO Com Tax & Rev Ser SIB Loan #7938100046	6,684,004.79	89,019.48	-	-	6,773,024.27	6,774,988.45
General #7938100047	23,514,606.98	306,376.45	(5,201,838.12)	-	18,619,145.31	18,624,544.86
T.C.S.A #7938100048	1,253,113.33	18,497.32	156,136.60	-	1,427,747.25	1,428,161.30
Hotel Occupancy Tax #7938100049	1,493,951.18	19,917.89	8,359.69	-	1,522,228.76	1,522,670.21
Municipal Court Special Revenue #7938100050	600,195.21	7,989.32	2,024.78	-	610,209.31	610,386.27
City Secretary Special Revenue #7938100051	101,996.07	2,962.68	145,740.74	-	250,699.49	250,772.19
Public Education & Government #7938100052	385,599.74	5,157.85	20,123.38	-	410,880.97	411,000.13
Parkland Dedication #7938100053	801,029.96	9,794.67	(30,366.10)	-	780,458.53	780,684.86
C.O. Series 2021A #7938100054	13,413,225.63	177,312.62	(182,592.71)	-	13,407,945.54	13,411,833.84
Debt Service #7938100055	111,680.29	23,975.20	683,277.94	-	818,933.43	819,170.92
Utility #7938100056	7,234,378.16	90,443.67	(558,801.66)	-	6,766,020.17	6,767,982.32
Solid Waste Management #7938100057	11,105,382.21	131,683.20	(1,734,188.08)	-	9,502,877.33	9,505,633.16
South Texas International Airport #7938100058	203,992.06	14,377.91	764,433.37	-	982,803.34	983,088.35
Ebony Hills Golf Course #7938100059	-	103.38	92,527.80	-	92,631.18	92,658.04
Los Lagos Golf Club #7938100060	-	99.85	85,065.89	-	85,165.74	85,190.44
Developers Trust Escrow #7938100061	10,389,833.75	101,968.97	(3,210,458.17)	-	7,281,344.55	7,283,456.14
G.O. Series 2019 #7938100062	18,286,444.30	230,134.26	(2,415,489.50)	-	16,101,089.06	16,105,758.38
Total	**$ 133,649,819.31**	**$ 1,705,551.88**	**$ (15,789,758.36)**	**$ -**	**$ 119,565,612.83**	**$ 119,600,286.86**

Texpool Investments Detail Activity
Quarter Ending September 30, 2024

REVENUE BONDS RESERVE ACCOUNT #7938100005

	Opening balance:	Income Texpool Interest	Contributions	Interfund Transfers	Disbursements	Ending Balance
July	3,487,764.87	15,750.91	0.00	0.00	0.00	3,503,515.78
August	3,503,515.78	15,763.76	0.00	0.00	0.00	3,519,279.54
September	3,519,279.54	14,936.31	0.00	0.00	0.00	3,534,215.85
		46,450.98	0.00	0.00	0.00	

UTILITY I & S ACCOUNT #7938100007

	Opening balance:	Income Texpool Interest	Contributions	Interfund Transfers	Disbursements	Ending Balance
July	39,962.28	180.51	0.00	0.00	0.00	40,142.79
August	40,142.79	180.63	0.00	0.00	0.00	40,323.42
September	40,323.42	171.16	0.00	0.00	0.00	40,494.58
		532.30	0.00	0.00	0.00	

POOLED CASH OPERATING #7938100040

	Opening balance:	Income Texpool Interest	Contributions	Interfund Transfers	Disbursements	Ending Balance
July	982,441.59	4,436.78	0.00	0.00	0.00	986,878.37
August	986,878.37	4,131.22	0.00	(357,636.38)	0.00	633,373.21
September	633,373.21	2,688.08	0.00	0.00	0.00	636,061.29
		11,256.08	0.00	(357,636.38)	0.00	

POOLED CASH CONTINGENCY #7938100041

	Opening balance:	Income Texpool Interest	Contributions	Interfund Transfers	Disbursements	Ending Balance
July	0.00	0.00	0.00	0.00	0.00	0.00
August	0.00	0.00	0.00	0.00	0.00	0.00
September	0.00	0.00	0.00	0.00	0.00	0.00
		0.00	0.00	0.00	0.00	

UTILITY FUND REV BOND SERIES 2021 #7938100043

	Opening balance:	Income Texpool Interest	Contributions	Interfund Transfers	Disbursements	Ending Balance
July	7,697,679.91	33,355.31	0.00	(1,972,950.67)	0.00	5,758,084.55
August	5,758,084.55	25,828.80	0.00	(136,491.25)	0.00	5,647,422.10
September	5,647,422.10	23,962.61	0.00	(10,738.00)	0.00	5,660,646.71
		83,146.72	0.00	(2,120,179.92)	0.00	

SWM FUND CO SERIES 2021 #7938100044

	Opening balance:	Income Texpool Interest	Contributions	Interfund Transfers	Disbursements	Ending Balance
July	12,809,193.31	57,846.99	0.00	0.00	0.00	12,867,040.30
August	12,867,040.30	57,894.20	0.00	0.00	0.00	12,924,934.50
September	12,924,934.50	54,855.24	0.00	0.00	0.00	12,979,789.74
		170,596.43	0.00	0.00	0.00	

AMERICAN RESCUE PLAN ACT OF 2021 #7938100045

	Opening balance:	Income Texpool Interest	Contributions	Interfund Transfers	Disbursements	Ending Balance
July	13,053,343.69	58,838.62	0.00	(54,342.33)	0.00	13,057,839.98
August	13,057,839.98	54,823.26	0.00	(902,547.41)	0.00	12,210,115.83
September	12,210,115.83	50,092.77	0.00	(979,008.17)	0.00	11,281,200.43
		163,754.65	0.00	(1,935,897.91)	0.00	

2023 CO COM TAX & REV SER SIB LOAN #7938100046

	Opening balance:	Income Texpool Interest	Contributions	Interfund Transfers	Disbursements	Ending Balance
July	6,684,004.79	30,185.35	0.00	0.00	0.00	6,714,190.14
August	6,714,190.14	30,209.95	0.00	0.00	0.00	6,744,400.09
September	6,744,400.09	28,624.18	0.00	0.00	0.00	6,773,024.27
		89,019.48	0.00	0.00	0.00	

GENERAL #7938100047

	Opening balance:	Income Texpool Interest	Contributions	Interfund Transfers	Disbursements	Ending Balance
July	23,514,606.98	108,827.44	0.00	2,001,637.13	0.00	25,625,071.55
August	25,625,071.55	112,899.58	0.00	(5,053,040.43)	0.00	20,684,930.70
September	20,684,930.70	84,649.43	0.00	(2,150,434.82)	0.00	18,619,145.31
		306,376.45	0.00	(5,201,838.12)	0.00	

T.C.S.A. #7938100048

	Opening balance:	Income Texpool Interest	Contributions	Interfund Transfers	Disbursements	Ending Balance
July	1,253,113.33	5,998.67	0.00	258,490.22	0.00	1,517,602.22
August	1,517,602.22	6,461.17	0.00	(96,296.30)	0.00	1,427,767.09
September	1,427,767.09	6,037.48	0.00	(6,057.32)	0.00	1,427,747.25
		18,497.32	0.00	156,136.60	0.00	

HOTEL OCCUPANCY TAX #7938100049

	Opening balance:	Income Texpool Interest	Contributions	Interfund Transfers	Disbursements	Ending Balance
July	1,493,951.18	6,746.76	0.00	0.00	0.00	1,500,697.94
August	1,500,697.94	6,752.30	0.00	0.00	0.00	1,507,450.24
September	1,507,450.24	6,418.83	0.00	8,359.69	0.00	1,522,228.76
		19,917.89	0.00	8,359.69	0.00	

MUNICIPAL COURT SPECIAL REVENUE #7938100050

	Opening balance:	Income Texpool Interest	Contributions	Interfund Transfers	Disbursements	Ending Balance
July	600,195.21	2,709.35	0.00	(568.17)	0.00	602,336.39
August	602,336.39	2,710.16	0.00	0.00	0.00	605,046.55
September	605,046.55	2,569.81	0.00	2,592.95	0.00	610,209.31
		7,989.32	0.00	2,024.78	0.00	

CITY SECRETARY SPECIAL REVENUE #7938100051

	Opening balance:	Income Texpool Interest	Contributions	Interfund Transfers	Disbursements	Ending Balance
July	101,996.07	857.72	0.00	136,177.93	0.00	239,031.72
August	239,031.72	1,075.50	0.00	0.00	0.00	240,107.22
September	240,107.22	1,029.46	0.00	9,562.81	0.00	250,699.49
		2,962.68	0.00	145,740.74	0.00	

PUBLIC EDUCATION & GOVERNMENT #7938100052

	Opening balance:	Income Texpool Interest	Contributions	Interfund Transfers	Disbursements	Ending Balance
July	385,599.74	1,741.39	0.00	0.00	0.00	387,341.13
August	387,341.13	1,742.84	0.00	0.00	0.00	389,083.97
September	389,083.97	1,673.62	0.00	20,123.38	0.00	410,880.97
		5,157.85	0.00	20,123.38	0.00	

PARKLAND DEDICATION #7938100053

	Opening balance:	Income Texpool Interest	Contributions	Interfund Transfers	Disbursements	Ending Balance
July	801,029.96	3,514.70	0.00	(50,351.98)	0.00	754,192.68
August	754,192.68	3,347.05	0.00	(63,915.70)	0.00	693,624.03
September	693,624.03	2,932.92	0.00	83,901.58	0.00	780,458.53
		9,794.67	0.00	(30,366.10)	0.00	

C.O. SERIES 2021A #7938100054

	Opening balance:	Income Texpool Interest	Contributions	Interfund Transfers	Disbursements	Ending Balance
July	13,413,225.63	60,319.98	0.00	(83,250.00)	0.00	13,390,295.61
August	13,390,295.61	60,228.78	0.00	0.00		13,450,524.39
September	13,450,524.39	56,763.86	0.00	(99,342.71)	0.00	13,407,945.54
		177,312.62	0.00	(182,592.71)	0.00	

DEBT SERVICE #7938100055

	Opening balance:	Income Texpool Interest	Contributions	Interfund Transfers	Disbursements	Ending Balance
July	111,680.29	7,180.96	0.00	2,289,655.26	0.00	2,408,516.51
August	2,408,516.51	10,836.90	0.00	0.00	0.00	2,419,353.41
September	2,419,353.41	5,957.34	0.00	(1,606,377.32)	0.00	818,933.43
		23,975.20	0.00	683,277.94	0.00	

UTILITY #7938100056

	Opening balance:	Income Texpool Interest	Contributions	Interfund Transfers	Disbursements	Ending Balance
July	7,234,378.16	32,673.03	0.00	499.58	0.00	7,267,550.77
August	7,267,550.77	32,253.00	0.00	(1,539,301.24)	0.00	5,760,502.53
September	5,760,502.53	25,517.64	0.00	980,000.00	0.00	6,766,020.17
		90,443.67	0.00	(558,801.66)	0.00	

SOLID WASTE MANAGEMENT #7938100057

	Opening balance:	Income Texpool Interest	Contributions	Interfund Transfers	Disbursements	Ending Balance
July	11,105,382.21	48,670.13	0.00	(726,460.38)	0.00	10,427,591.96
August	10,427,591.96	46,183.97	0.00	(1,264,426.85)	0.00	9,209,349.08
September	9,209,349.08	36,829.10	0.00	256,699.15	0.00	9,502,877.33
		131,683.20	0.00	(1,734,188.08)	0.00	

SOUTH TEXAS INTERNATIONAL AIRPORT #7938100058

	Opening balance:	Income Texpool Interest	Contributions	Interfund Transfers	Disbursements	Ending Balance
July	203,992.06	3,443.83	0.00	1,066,470.19	0.00	1,273,906.08
August	1,273,906.08	5,731.82	0.00	0.00	0.00	1,279,637.90
September	1,279,637.90	5,202.26	0.00	(302,036.82)	0.00	982,803.34
		14,377.91	0.00	764,433.37	0.00	

EBONY HILLS GOLF COURSE #7938100059

	Opening balance:	Income Texpool Interest	Contributions	Interfund Transfers	Disbursements	Ending Balance
July	-	0.00	0.00	0.00	0.00	0.00
August	-	0.00	0.00	0.00	0.00	0.00
September	-	103.38	0.00	92,527.80	0.00	92,631.18
		103.38	0.00	92,527.80	0.00	

LOS LAGOS GOLF COURSE #7938100060

	Opening balance:	Income Texpool Interest	Contributions	Interfund Transfers	Disbursements	Ending Balance
July	0.00	0.00	0.00	0.00	0.00	0.00
August	0.00	0.00	0.00	0.00	0.00	0.00
September	0.00	99.85	0.00	85,065.89	0.00	85,165.74
		99.85	0.00	85,065.89	0.00	

DEVELOPERS TRUST ESCROW #7938100061

	Opening balance:	Income Texpool Interest	Contributions	Interfund Transfers	Disbursements	Ending Balance
July	10,389,833.75	40,333.92	0.00	(3,225,457.01)	0.00	7,204,710.66
August	7,204,710.66	31,541.26	0.00	(201,151.84)	0.00	7,035,100.08
September	7,035,100.08	30,093.79	0.00	216,150.68	0.00	7,281,344.55
		101,968.97	0.00	(3,210,458.17)	0.00	

G.O. S SERIES 2019 #7938100062

	Opening balance:	Income Texpool Interest	Contributions	Interfund Transfers	Disbursements	Ending Balance
July	18,286,444.30	80,838.59	0.00	(799,124.99)	0.00	17,568,157.90
August	17,568,157.90	77,859.98	0.00	(648,136.98)	0.00	16,997,880.90
September	16,997,880.90	71,435.69	0.00	(968,227.53)	0.00	16,101,089.06
		230,134.26	0.00	(2,415,489.50)	0.00	

TexPool
AN INVESTMENT SERVICE FOR PUBLIC FUNDS

Monthly Newsletter: October 2024

ANNOUNCEMENTS

We welcome the following entities who joined TexPool in September 2024:

TexPool

Clovercreek MUD
McDade ISD
Hempstead EDC Type A
Frio County ESD 1
Caldwell County MUD 7
Pittsburg ISD
Lake Pointe MUD

TexPool *Prime*

Clovercreek MUD
McDade ISD
Hempstead EDC Type A
Frio County ESD 1
Caldwell County MUD 7
Pittsburg ISD
Lake Pointe MUD

Upcoming Events

October 15 2024 - October 18 2024
Texas Association of County Auditors Fall Conference 2024
Georgetown, TX

October 30 2024 - November 2 2024
Government Finance Officers Association of Texas (GFOAT) Fall Conference
San Marcos, TX

TexPool Advisory Board Members

Patrick Krishock
Belinda Weaver
Deborah Laudermilk
Valarie Van Vlack
David Landeros
Sharon Matthews
Dina Edgar

Overseen by the State of Texas Comptroller of Public Accounts Glenn Hegar

Operated under the supervision of the Texas Treasury Safekeeping Trust Company

Economic and Market Commentary: Sky High

October 1, 2024

The Chicken Little predictions that the Federal Reserve easing cycle would lead to an exodus of assets from liquidity products have been proven wrong. In fact, some liquidity products appear to be gaining assets since the Fed cut rates by 50 basis points in mid-September to a range of 4.75-5%.

It's another case of the disconnect between some media pundits and investors. The former want their opinions heard, and bad news gets more attention. The latter simply want the highest possible return across their portfolio, whether they invest in liquidity products to offset riskier holdings or for future deployment to other investment opportunities.

Historically, in a falling-rate environment, yields of cash management products lag the direct security market. Why? Because some of their holdings have locked in higher rates, and most of those won't mature until later, at some point in the next 12 months—referred to as a laddered strategy. In contrast, some securities in the direct market—especially overnight securities and those with floating rates—trace Fed moves immediately. History is only a guide, of course, but we think this will be the case as the easing continues.

Some cynics channeling Henny Penny—the original name of that apocalyptic-minded chicken in the European folk tale—characterize the magnitude of the half-point reduction as a mortal blow. We think that actually helps cash-like vehicles because the decline in their

(continued page 6)

Performance as of September 30, 2024

	TexPool	TexPool *Prime*
Current Invested Balance	$30,875,405,325	$13,844,868,615
Weighted Average Maturity**	26 Days	39 Days
Weighted Average Life**	88 Days	75 Days
Net Asset Value	1.00029	1.00060
Total Number of Participants	2,893	620
Management Fee on Invested Balance	0.0450%	0.0550%
Interest Distributed	$128,557,330.74	$60,574,168.48
Management Fee Collected	$1,025,582.71	$630,820.30
Current S&P Global Rating	AAAm	AAAm
Month Averages		
Average Invested Balance	$30,302,150,543	$13,955,489,859
Average Monthly Rate*	5.16%	5.28%
Average Weighted Average Maturity**	31	38
Average Weighted Average Life**	96	75

**This average monthly rate for TexPool Prime for each date may reflect a waiver of some portion or all of each of the management fees.*
***See page 2 for definitions.*
Past performance is no guarantee of future results.

Phone: 1-866-TEXPOOL (839-7665) · Fax: 1-866-839-3291 · TexPool.com
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G35884-24 (10/24)

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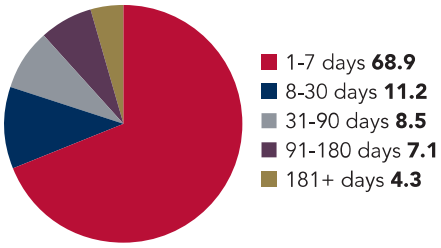
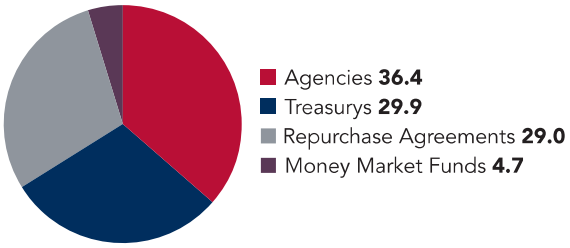
Portfolio by Maturity (%)

As of September 30, 2024



Portfolio by Type of Investment (%)

As of September 30, 2024



Portfolio Asset Summary as of September 30, 2024

	Book Value	Market Value
Uninvested Balance	$367.09	$367.09
Receivable for Investments Sold	0.00	0.00
Accrual of Interest Income	112,828,581.37	112,828,581.37
Interest and Management Fees Payable	-128,585,557.60	-128,585,557.60
Payable for Investments Purchased	-75,000,000.00	-75,000,000.00
Accrued Expenses & Taxes	-35,183.61	-35,183.61
Repurchase Agreements	8,982,767,000.00	8,982,767,000.00
Mutual Fund Investments	1,467,085,200.00	1,467,085,200.00
Government Securities	11,275,953,500.62	11,278,347,731.17
US Treasury Bills	7,565,593,486.77	7,572,994,548.50
US Treasury Notes	1,674,797,930.61	1,673,969,716.95
Total	**$30,875,405,325.25**	**$30,884,372,403.87**

Market value of collateral supporting the Repurchase Agreements is at least 102% of the Book Value. The portfolio is managed by Federated Investment Counseling and the assets are safe kept in a separate custodial account at State Street Bank in the name of TexPool. The only source of payment to the Participants is the assets of TexPool. There is no secondary source of payment for the pool such as insurance or State guarantee. Should you require a copy of the portfolio, please contact TexPool Participant Services.

Participant Summary

	Number of Participants	Balance
School District	635	$8,848,134,265.94
Higher Education	60	$1,639,462,019.26
County	201	$3,116,622,969.77
Healthcare	94	$1,631,871,741.83
Utility District	939	$4,847,932,182.16
City	509	$8,299,690,650.29
Emergency Districts	113	$436,819,726.44
Economic Development Districts	94	$206,871,856.56
Other	248	$1,767,976,407.34

****Definition of Weighted Average Maturity and Weighted Average Life**

WAM is the mean average of the periods of time remaining until the securities held in TexPool (a) are scheduled to be repaid, (b) would be repaid upon a demand by TexPool, or (c) are scheduled to have their interest rate readjusted to reflect current market rates. Securities with adjustable rates payable upon demand are treated as maturing on the earlier of the two dates set forth in (b) and (c) if their scheduled maturity is 397 days or less; and the later of the two dates set forth in (b) and (c) if their scheduled maturity is more than 397 days. The mean is weighted based on the percentage of the amortized cost of the portfolio invested in each period.

WAL is calculated in the same manner as WAM, but is based solely on the periods of time remaining until the securities held in TexPool (a) are scheduled to be repaid or (b) would be repaid upon a demand by TexPool, without reference to when interest rates of securities within TexPool are scheduled to be readjusted.

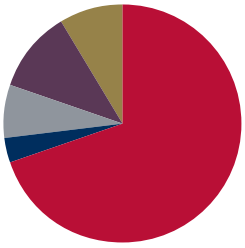
Daily Summary

Date	Money Mkt. Fund Equiv. (SEC Std.)	Dividend Factor	TexPool Invested Balance	NAV	WAM Days	WAL Days
9/1	5.2968%	0.000145117	$30,295,015,407.15	1.00019	36	100
9/2	5.2968%	0.000145117	$30,295,015,407.15	1.00019	36	100
9/3	5.2838%	0.000144762	$30,304,288,267.16	1.00012	34	101
9/4	5.2659%	0.000144272	$30,319,867,909.61	1.00016	34	100
9/5	5.2763%	0.000144556	$30,274,151,656.87	1.00016	34	100
9/6	5.2824%	0.000144724	$30,193,587,770.12	1.00016	34	100
9/7	5.2824%	0.000144724	$30,193,587,770.12	1.00016	34	100
9/8	5.2824%	0.000144724	$30,193,587,770.12	1.00016	34	100
9/9	5.2727%	0.000144458	$30,107,714,988.62	1.00018	32	99
9/10	5.2705%	0.000144398	$30,270,278,391.18	1.00020	32	98
9/11	5.2668%	0.000144295	$30,141,865,651.78	1.00017	31	97
9/12	5.2645%	0.000144232	$29,991,606,575.95	1.00016	32	96
9/13	5.2691%	0.000144360	$30,135,270,531.07	1.00022	33	95
9/14	5.2691%	0.000144360	$30,135,270,531.07	1.00022	33	95
9/15	5.2691%	0.000144360	$30,135,270,531.07	1.00022	33	95
9/16	5.2719%	0.000144436	$30,244,096,716.23	1.00025	30	93
9/17	5.2719%	0.000144435	$30,274,045,062.30	1.00024	31	95
9/18	5.2700%	0.000144383	$30,301,287,825.99	1.00029	30	94
9/19	5.1637%	0.000141471	$30,199,868,157.25	1.00033	30	94
9/20	4.9868%	0.000136624	$30,124,713,688.61	1.00029	31	95
9/21	4.9868%	0.000136624	$30,124,713,688.61	1.00029	31	95
9/22	4.9868%	0.000136624	$30,124,713,688.61	1.00029	31	95
9/23	4.9828%	0.000136515	$30,042,126,097.69	1.00032	29	93
9/24	4.9764%	0.000136339	$30,074,544,614.78	1.00033	29	94
9/25	4.9757%	0.000136321	$31,003,010,865.93	1.00031	28	91
9/26	4.9793%	0.000136419	$30,895,122,840.47	1.00030	27	91
9/27	4.9754%	0.000136312	$30,598,162,848.62	1.00030	28	91
9/28	4.9754%	0.000136312	$30,598,162,848.62	1.00030	28	91
9/29	4.9754%	0.000136312	$30,598,162,848.62	1.00030	28	91
9/30	4.9843%	0.000136555	$30,875,405,325.25	1.00029	26	88
Average:	**5.1637%**	**0.000141471**	**$30,302,150,542.55**	**1.00024**	**31**	**96**

TexPool *Prime*

Portfolio by Maturity (%)

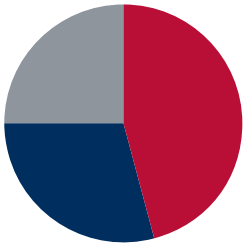
As of September 30, 2024



- 1-7 days **69.9**
- 8-30 days **3.5**
- 31-90 days **7.1**
- 91-180 days **11.0**
- 181+ days **8.6**

Portfolio by Type of Investment (%)

As of September 30, 2024



- Commercial Paper **43.3**
- Repurchase Agreements **30.4**
- Variable Rate Notes **26.2**

Portfolio Asset Summary as of September 30, 2024

	Book Value	Market Value
Uninvested Balance	-$289.02	-$289.02
Receivable for Investments Sold	0.00	0.00
Accrual of Interest Income	16,415,755.21	16,415,755.21
Interest and Management Fees Payable	-60,574,177.91	-60,574,177.91
Payable for Investments Purchased	0.00	0.00
Accrued Expenses & Taxes	-20,862.13	-20,862.13
Repurchase Agreements	4,223,319,000.00	4,223,319,000.00
Commercial Paper	8,028,729,189.03	8,036,367,533.99
Mutual Fund Investments	0.00	0.00
Government Securities	0.00	0.00
Variable Rate Notes	1,637,000,000.00	1,637,633,035.75
Total	**$13,844,868,615.18**	**$13,853,139,995.89**

Market value of collateral supporting the Repurchase Agreements is at least 102% of the Book Value. The portfolio is managed by Federated Investment Counseling and the assets are safe kept in a separate custodial account at State Street Bank in the name of TexPool Prime. The assets of TexPool Prime are the only source of payments to the Participants. There is no secondary source of payment for the pool such as insurance or State guarantee. Should you require a copy of the portfolio, please contact TexPool Participant Services

Participant Summary

	Number of Participants	Balance
School District	169	$4,429,438,505.63
Higher Education	19	$1,002,888,851.41
County	54	$980,678,808.01
Healthcare	23	$564,379,138.52
Utility District	80	$530,610,527.86
City	120	$2,968,374,402.87
Emergency Districts	36	$111,191,351.42
Economic Development Districts	24	$58,561,633.49
Other	95	$3,198,705,936.04

TexPool *Prime*

Daily Summary

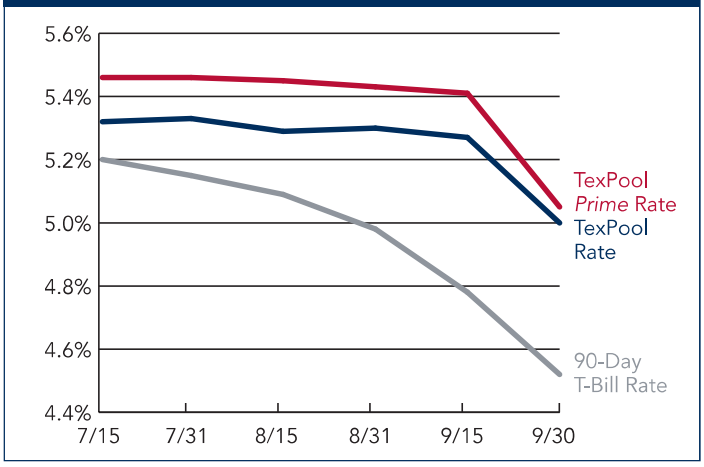
Date	Money Mkt. Fund Equiv. (SEC Std.)	Dividend Factor	TexPool *Prime* Invested Balance	NAV	WAM Days	WAL Days
9/1	5.4315%	0.000148809	$14,278,172,890.64	1.00027	40	76
9/2	5.4315%	0.000148809	$14,278,172,890.64	1.00027	40	76
9/3	5.4265%	0.000148671	$14,263,804,569.69	1.00036	37	72
9/4	5.4075%	0.000148152	$14,248,256,924.37	1.00038	39	76
9/5	5.4085%	0.000148178	$14,277,664,134.75	1.00043	38	75
9/6	5.4105%	0.000148234	$14,198,496,431.42	1.00034	39	75
9/7	5.4105%	0.000148234	$14,198,496,431.42	1.00034	39	75
9/8	5.4105%	0.000148234	$14,198,496,431.42	1.00034	39	75
9/9	5.4123%	0.000148281	$13,943,012,161.65	1.00044	38	76
9/10	5.4101%	0.000148222	$13,877,056,974.07	1.00042	37	76
9/11	5.4095%	0.000148205	$13,786,540,810.84	1.00041	37	75
9/12	5.4077%	0.000148155	$13,713,115,052.11	1.00041	37	75
9/13	5.4066%	0.000148127	$13,730,979,177.92	1.00036	38	75
9/14	5.4066%	0.000148127	$13,730,979,177.92	1.00036	38	75
9/15	5.4066%	0.000148127	$13,730,979,177.92	1.00036	38	75
9/16	5.4111%	0.000148249	$13,814,448,287.00	1.00052	35	72
9/17	5.4178%	0.000148434	$13,768,750,173.68	1.00053	35	72
9/18	5.4176%	0.000148428	$14,184,992,799.04	1.00049	34	69
9/19	5.2244%	0.000143134	$14,072,627,603.10	1.00059	35	70
9/20	5.1264%	0.000140450	$13,866,201,561.38	1.00048	40	76
9/21	5.1264%	0.000140450	$13,866,201,561.38	1.00048	40	76
9/22	5.1264%	0.000140450	$13,866,201,561.38	1.00048	40	76
9/23	5.0467%	0.000138266	$13,811,241,318.82	1.00062	38	76
9/24	5.0530%	0.000138437	$13,862,394,598.30	1.00061	39	76
9/25	5.0509%	0.000138381	$13,932,479,015.00	1.00064	38	75
9/26	5.0354%	0.000137957	$14,045,961,304.78	1.00064	38	74
9/27	5.0366%	0.000137990	$13,758,034,715.36	1.00051	40	76
9/28	5.0366%	0.000137990	$13,758,034,715.36	1.00051	40	76
9/29	5.0366%	0.000137990	$13,758,034,715.36	1.00051	40	76
9/30	5.0496%	0.000138346	$13,844,868,615.18	1.00060	39	75
Average:	**5.2797%**	**0.000144651**	**$13,955,489,859.40**	**1.00046**	**38**	**75**

Participant Services
1001 Texas Ave. Suite 1150
Houston, TX 77002

yields traditionally has been proportional to the cut. Had the Fed trimmed the target range by a quarter-point, liquidity yields likely would have a spread of around 12 basis points initially. As it stands, that difference is closer to 25 basis points due to the oversized cut and gets more attractive out the inverted yield curve. No wonder the inflows. And no, the sky is not falling.

The Fed has tacitly declared victory over inflation, and the August Personal Consumption Expenditures (PCE) report supports that. Core PCE, which strips out volatile elements such as energy and food prices, rose only 0.1% from July against expectations for a 0.2% gain. But inflation might reverse course if the port workers across the Eastern seaboard go on strike. The Fed typically ignores exogenous events as being too temporary to warrant a monetary policy response. But the disruption to supply chains is not easily predictable. While it likely won't be as disruptive as the pandemic, it probably would be worse than the interference caused by the cargo ship stuck in the Suez Canal, terrorist attacks in the Red Sea and the tragedy in Baltimore combined. If a strike by longshoremen is prolonged, inflation could rise to the point that the Fed could hold rates at one of the year's last meetings.

TexPool & TexPool *Prime* vs. 90-Day Treasury Bill



90-Day Treasury Bill is a short-term debt instrument backed by the national government. These are used to collect immediate cash to meet outstanding obligations.

Any private investor can invest in a Treasury bill. The 90-Day Treasury Bill is a weighted average rate of the weekly auctions of 90-Day Treasury Bills.

Past performance is no guarantee of future results.

Tips for Preventing Financial Fraud

With cyber-crime and other social engineering attacks on the rise, TexPool offers tips, resources, and other suggestions to help protect your participating entity from potential financial fraud. Please visit the Financial Fraud Prevention page on TexPool.com to learn more.

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: November 5, 2024
CONSENT AGENDA
Agenda Item No: 14.B.
Agreement: Edinburg Chamber of Commerce

1. **Agenda Item:**
Consider Authorizing the City Manager to Enter Into an Agreement with the Edinburg Chamber of Commerce & Edinburg Convention and Visitors Bureau for the Period of October 01, 2024 through September 30, 2025 for Funding from the General Fund Non-Departmental and Hotel Occupancy Tax Fund. [Nelda Ramirez, Assistant City Manager]

2. **Description:**
The Edinburg Chamber of Commerce and Edinburg Convention and Visitors Bureau serves the Edinburg community and the surrounding region with the purpose of advancing commerce, improving the quality of life, and increasing tourism for the City of Edinburg.

The contract establishes the performance measures to be used as indicators of the services provided by the Edinburg Chamber of Commerce and the Edinburg Convention and Visitors Bureau for Fiscal Year 2024-2025.

The contract period shall be for one year beginning October 1, 2024 and ending September 30, 2025.

If approved as presented, funding is available in the FY2024-2025 Budget in the amount not to exceed $175,000.00 from General Fund Non-Departmental for the Edinburg Chamber of Commerce; and $215,000 from the Hotel Occupancy Tax Fund for the Edinburg Convention and Visitors Bureau.

The total amount of proposed funding is $390,000.00.

3. **Staff's Recommendation:**
Approve authorizing the City Manager to enter into an Agreement with the Edinburg Chamber of Commerce & Edinburg Convention and Visitors Bureau for the period of October 01, 2024 through September 30, 2025 for funding from the General Fund Non-Departmental and Hotel Occupancy Tax Fund.

Reviewed by:

Prepared by:
Nelda Ramirez, Assistant City Manager

Attachments:
A. Edinburg Chamber of Commerce FY 24-25 Agreement

STATE OF TEXAS	§	**AGREEMENT BETWEEN THE**
	§	**CITY OF EDINBURG AND THE**
COUNTY OF HIDALGO	§	**EDINBURG CHAMBER OF**
	§	**COMMERCE / EDINBURG**
	§	**CONVENTION AND VISITORS**
CITY OF EDINBURG	§	**BUREAU**

This agreement, entered into this the ____ day of _____, 2024, by and between the City of Edinburg, a municipal corporation of Hidalgo County, Texas (hereinafter referred to as "City") and the Edinburg Chamber of Commerce and Edinburg Convention and Visitors Bureau (hereinafter referred to as "Chamber").

RECITALS

WHEREAS, the Edinburg Chamber of Commerce is a network of leaders serving Edinburg and the region as an advocate and resource, advancing commerce and the quality of life; and

WHEREAS, the City of Edinburg adopted the Fiscal Year 2024-2025 Budget

on September 17, 2024 allocating the amount of $390,000 for the Chamber; and

WHEREAS, the City of Edinburg appropriated $175,000 within the General Fund Non-Departmental Funds and $215,000 within the Hotel Occupancy Tax Fund; and

WHEREAS, said funding will be utilized by the Chamber to operate effectively and efficiently while promoting the City of Edinburg and offering events and activities which improve the quality of life for the residents of Edinburg and visitors alike;

NOW, THEREFORE, the City and the Chamber do mutually agree to the following

SECTION I

RESPONSIBILITIES OF CITY

A. As part of its obligation under statutes (primarily V.A.T.S. Tax Code, Section 351.101) to use local hotel occupancy tax funds for attracting and promoting tourism and the convention and hotel industry, the City hereby agrees to allocate to the Chamber a portion of the money actually received by the City from the local hotel occupancy tax as collected by the County Tax Assessor-Collector, in consideration for the Chamber advertising and promoting tourism for the visitor market from which the City derives direct tourism income benefit.

SECTION II

RESPONSIBILITIES AND SCOPE OF SERVICES OF THE CHAMBER

A. The Chamber agrees that any local Hotel Occupancy Tax and General Funds paid by the City of Edinburg shall be utilized only as allowed by law. Other funds received shall be

used only in the specific areas to provide the services relating to business memberships, operations, program development, advertising, outreach, promotions, and special events.

B. The Chamber agrees that, from the amount received under this Agreement, $215,000 shall be used for the Edinburg Convention and Visitors Bureau activities and for no other purpose. The Chamber agrees that $175,000 of the amount received shall be used for Chamber operations and for no other purpose.

C. The following Performance Measures and Deliverables will be used for indicators of the services provided by Chamber. The following activities shall be done in coordination with the City Department of Economic Development, Division of Cultural Arts, and the City Manager's Office to ensure alignment of priorities, effectiveness, and efficient delivery of services.

1. Business Engagement

a) The Chamber shall maintain active engagement with new and existing business within the city and deliver services and resources for business members such as networking, educational, and promotion/marketing events and opportunities.

b) The Chamber shall assist the city in maintenance of a master directory of Edinburg Businesses, partner with the city in business capacity-building events, and conduct joint outreach activities to the local business community.

2. City Branding & Tourism

a) The Chamber shall maintain the Edinburg Visitor Center and the Edinburg Convention and Visitors Bureau to provide a resource for city visitors with applicable maps, publications, promotional materials, visitor surveys, and attraction information.

b) The Chamber shall administer the designated Edinburg visitor and tourism website including a calendar of events. Website, calendar, and social media content shall be created, updated, and maintained, as appropriate. The Chamber may generate additional revenue opportunities from the website with approval and coordination with the City.

c) The Chamber will develop and promote an updated digital marketing campaign to be completed within the contract period. All content shall be developed with approval and coordination with the City.

3. Special Events

a) The Chamber shall coordinate annual special events and festivals to provide an enhanced quality of life to Edinburg residents while boosting the local economy by attracting visitors and tourists to the city.

Fiscal Year 2024-2025 coordinated events shall include the following:

- Holiday Night of Lights Parade
- Texas Cook'Em: High Steaks in Edinburg
- Fiesta Edinburg
- Mayor's Prayer Breakfast

(Dates, location, and event scope may be modified with approval and coordination with the City)

b) The Chamber shall promote, market, and collaborate on city-sponsored events such as festivals, recreational events, groundbreakings and ribbon cuttings.

c) The Chamber shall raise public awareness and actively market the City's assets, festivals, events, and recreational opportunities through social media, newsletters, and other marketing materials.

4. Community & Governmental Partnership

a) The Chamber shall remain active in local, state, and federal government affairs activities and advocacy for issues and policies impacting Edinburg. Education, advocacy and communication forums shall be coordinated appropriately such as the Public Affairs Series to keep local stakeholders informed while maintaining open lines of communication with elected officials.

b) The Chamber will engage in partnerships and collaboration on Chamber-led activities such as Leadership Edinburg, Awards Ceremonies, and Chamber Board activities.

SECTION III

TIME OF PERFORMANCE

A. Time of performance for this contract shall be one year beginning October 1, 2024 and ending September 30, 2025.

B. The Chamber agrees to provide the City with a written Annual Report of Performance and Budget Expenditure by September 30, 2025 outlining the outcomes of Performance Measures and Deliverables as defined in Section II. A representative of the Chamber shall present the report at a meeting of the City Council when requested by City.

C. City shall have the right to audit and inspect Chamber's records to verify expenditures.

SECTION IV

PAYMENT AND FEES

A. City agrees to pay Chamber $390,000 for the services defined in Section II (the "Services").

B. Payment for Services will be made in twelve (12) equal payments to be made monthly, upon receipt of invoice and any supporting documentation from the Chamber. Such payment shall cover Services provided from October 1, 2024 through September 30, 2025 and be made in compliance with and as required by state law.

SECTION V

TERMINATION

A. Either party to this agreement shall have the right to terminate this contract at any time, and for any reason, after 30 days' written notice.

B. Upon termination or completion of this Agreement, City shall have no liability to Chamber except for Services performed prior to receipt of notice of termination or cancellation. The terms and conditions in this Agreement that by their sense and context are intended to survive the performance hereof by either or both parties hereunder shall so survive the termination, cancellation, or completion of performance of this Agreement.

SECTION VI

ALTERNATE DISPUTE RESOLUTION/NEUTRAL PARTY

A. If any dispute, controversy, or claim between or among the Parties arises under this Agreement or is related in any way to this Agreement or the relationship of the Parties hereunder (a "Dispute"), the Parties shall first attempt in good faith to settle and resolve such Dispute by meeting at a mutually agreeable time and place to discuss the Dispute within seven (7) days following the original written notice of any Dispute by the party making such a claim. The Parties shall seek to resolve the Dispute in writing within fourteen (14) days following the original written notice of any Dispute by the party making such a claim.

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

SECTION VII

CONTROLLING LAW, MANDATORY VENUE, AND FEES AND EXPENSES

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

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

SECTION VIII

INDEMNIFICATION

A. To the maximum extent allowed by law, Chamber agrees to and shall indemnify, hold harmless, and defend City, its officers, agents, and employees from any all claims, losses, causes of action and damages, suits and liability of every kind, including all expenses of litigation, court costs, and attorney's fees for injury to or death to any person or for damage to any property, arising out of or directly connected with the negligent or willful conduct of Chamber, its agents, officers and employees, carried out in furtherance of this Agreement.

B. Chamber agrees to assist City in defense of claims or litigation brought against the City related to this Agreement.

SECTION IX

LIMITATION OF LIABILITY

A. Chamber 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 $390,000. Chamber 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, Chamber's performance of Services, 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 X

AGREEMENT CONSTRUCTION

A. The headings of the Sections contained in this Agreement are for reference purposes only, and shall not affect the meaning or interpretation of this Agreement. The parties have been advised by counsel in connection with this Agreement. This Agreement shall be construed and interpreted in accordance with the plain meaning of its language, and not for or against either party, and as a whole, giving effect to all of the terms, conditions, and provisions of

this Agreement. Nothing contained in this Agreement shall be deemed to confer any right or benefit on any person who is not a party to this Agreement.

SECTION XI

INSURANCE

A. The Edinburg Chamber of Commerce shall keep in effect a policy of general liability. Said insurance policy shall name the City of Edinburg as an additional insured. Said policy, or duplicate original thereof, must be filed with the City of Edinburg before any operations contemplated by this Agreement are begun.

SECTION XII

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 XIII

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:

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

Notices to Chamber:
Edinburg Chamber of Commerce
Attn: Ronnie Larralde, President
P.O. Box 85
Edinburg, Texas 78540

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 XIV

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 XV

NO WAIVERS OR ACCORD AND SATISFACTION

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

B. No failure or delay of any Party, in any one or more instances (i) in exercising any power, right, or remedy under this Agreement or (ii) in insisting upon the strict performance by the other Party of such other Party's covenants, obligations, or agreements under this Lease, shall operate as a waiver, discharge, or invalidation thereof, nor shall any single or partial exercise of any such right, power, or remedy or insistence on strict performance, or any abandonment or discontinuance of steps to enforce such a right, power, or remedy or to enforce strict performance, preclude any other or future exercise thereof or insistence thereupon or the exercise of any other right, power, or remedy. The covenants, obligations, and agreements of a defaulting Party and the rights and remedies of the other Party upon a default shall continue and remain in full force and effect with respect to any subsequent breach, act, or omission.

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

Executed by the parties in triplicate originals on this _____ day of _____, 2024.

CITY OF EDINBURG

By:_____
Myra L. Ayala, City Manager
City of Edinburg
415 W. University Drive
P.O Box 1079
Edinburg, Texas 78539
Phone: 956-388-8207

ATTEST:

By:_____
Clarice Y. Balderas, City Secretary

APPROVED AS TO FORM:

By:_____
Josephine R. Solis, City Attorney

EDINBURG CHAMBER OF COMMERCE

By:_____
Ronnie Larralde, Executive Director
Edinburg Chamber of Commerce
602 W. University Drive
Edinburg, Texas 78539
Phone: 956-383-4974

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: November 5, 2024
CONSENT AGENDA
Agenda Item No: 14.C.
Agreement: Museum of South Texas History

1. **Agenda Item:**
Consider Authorizing the City Manager to Enter Into an Agreement with the Museum of South Texas History for the Period of October 01, 2024 through September 30, 2025 for Funding from the General Fund Non-Departmental and Hotel Occupancy Tax Fund. [Nelda Ramirez, Assistant City Manager]

2. **Description:**
The Museum of South Texas History serves the Edinburg community and the surrounding region with the purpose of advancing and improving the quality of life for its residents and tourists. It has an outreach to over 200,000 participants with over 25,000 annual visitors.

The contract establishes the performance measures to be used as indicators of the services being provided by the Museum of South Texas History for Fiscal Year 2024-2025.

The contract period shall be one year, beginning October 1, 2024 and ending September 30, 2025.

If approved as presented, funding will be available in the FY2024-2025 Budget in the amount not to exceed $160,000 from General Fund Non-Departmental; and $95,000 from the Hotel Occupancy Tax Fund for the Museum of South Texas History (MOSTH).

The total amount of proposed funding is $255,000.

3. **Staff's Recommendation:**
Approve authorizing the City Manager to enter into an agreement with the Museum of South Texas History for the period of October 01, 2024 through September 30, 2025 for funding from the General Fund Non-Departmental and Hotel Occupancy Tax Fund.

Reviewed by:

Prepared by:
Nelda Ramirez, Assistant City Manager

Attachments:
A. Museum of South Texas History FY 24-25

STATE OF TEXAS	**§**	**AGREEMENT BETWEEN THE CITY**
COUNTY OF HIDALGO	**§**	**OF EDINBURG AND MUSEUM OF**
CITY OF EDINBURG	**§**	**SOUTH TEXAS HISTORY**

This agreement, entered into this the _____ day of _____, 2024 by and between the City of Edinburg, a municipal corporation of Hidalgo County, Texas (hereinafter referred to as "City") and the Museum of South Texas History (herein called" Museum").

RECITALS

WHEREAS, City is interested in assisting Museum of South Texas History to provide the community of Edinburg and other visitors with services related to the operation of a regional historical museum; and

WHEREAS, the Museum of South Texas History has an outreach to over 200,000 participants with over 25,000 annual visitors; and

WHEREAS, City has available Hotel Occupancy Tax Funds for such purposes; and

WHEREAS, the City desires for the Museum of South Texas History to be a tourist destination;

WHEREAS, City desires to provide a contribution to the Museum of South Texas History to render certain services in connection therewith.

NOW, THEREFORE, the City and the Museum do mutually agree to the following

SECTION I
SCOPE OF SERVICES OF THE MUSEUM

A. The Museum agrees that any local Hotel Motel Occupancy Tax paid by the City of Edinburg shall be utilized only as allowed by law. Other funds received shall be used only in the specific areas to support the successful operations of the facility through supplemental funding for salaries, advertising, exhibits, programs, and preservation of museum collections.

B. The parties agree that the following four (4) Performance Measures will serve as indicators of the services provided by the Museum pursuant to this Agreement.

1. Participant Engagement

   a) The level of museum engagement by attending visitors to the museum and virtual programming.

   b) The overall ratings from the participants through survey feedback and comments.

2. Programs & Events

   a) The successful production and coordination of programs and events.

   b) The coordination of special event to attract citizens of Edinburg, Valley residents and tourist

3. Outreach

   a) The volume and appropriate extent of advertising and marketing programs.

   b) The development and distribution of promotional materials.

4. Operations

   a) The efficient operations of museum facilities

   b) The growth and preservation of Museum Collections.

C. In addition, to further attract local visitors, the museum agrees to reduce admission rates for residents of the City of Edinburg by $1.00 and provide free general admission to current employees of the City.

SECTION II
TIME OF PERFORMANCE

A. Time of performance for this contract shall be one year beginning October 1, 2024 and ending September 30, 2025.

B. Museum agrees to provide the City with a written Annual Report of Performance by September 30, 2025 describing how its Services delivered were consistent with this Agreement. A representative of the Museum shall present the report at a meeting of the City Council when requested by the City.

C. City shall have the right to audit and inspect Museum's records to verify expenditures.

SECTION III
PAYMENT AND FEES

A. City agrees to pay Museum $255,000 for the services defined in Section I (the "Services")

B. Payment for Services will be made in twelve (12) equal payments to be made monthly, upon receipt of invoice from the Museum. Such payment shall cover Services provided from October 1, 2024 through September 30, 2025.

SECTION IV
TERMINATION

A. Either party to this agreement shall have the right to terminate this contract at any time, and for any reason, after 30 days' written notice.

B. Upon termination or completion of this Agreement, City shall have no liability to Museum except for Services performed prior to receipt of notice of termination or cancellation. The terms and conditions in the 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.

SECTION V
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 claim. The Parties shall seek to resolve the Dispute in writing within fourteen (14) days following the original written notice of any Dispute by the party making such a claim.

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

parties, with the assistance of a neutral mediator, do not resolve the dispute within forty-five (45) days following the original written notice if any Dispute, the parties may proceed in accordance with the Section below.

SECTION VI
CONTROLLING LAW, MANDATORY VENUE, AND FEES AND EXPENSES

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

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

SECTION VII
INDEMNIFICATION

A. To the maximum extent allowed by law, Museum agrees to and shall indemnify, hold harmless, and defend City, its officers, agents, and employees from any all claims, losses, causes of action and damages, suits and liability of every kind, including all expenses of litigation, court costs, and attorney's fees for injury to or death to any person or for damage to any property, arising out of or directly connected with the negligent or willful conduct of Museum, its agents, officers and employees, carried out in furtherance of this Agreement.

B. Museum agrees to assist City in defense of claims or litigation brought against the City related to this Agreement.

SECTION VIII
LIMITATION OF LIABILITY

A. Museum 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 $100,000. Museum 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, Museum's performance of Services, 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 IX
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 X
INSURANCE

The Museum of South Texas History shall keep in effect a policy of general liability. Said insurance policy shall name the City of Edinburg as an additional insured. Said policy, or duplicate original thereof, must be filed with the City of Edinburg before any operations contemplated by this Agreement are begun.

SECTION XI
SEVERABILITY

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

SECTION XII
NOTICE

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

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

Notices to Museum:
Museum of South Texas History
200 N. Closner Blvd.
Edinburg, Texas 78541
Attn: Dr. Francisco Guajardo

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

SECTION XIII
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

SECTION XIV
NO WAIVERS OR ACCORD AND SATISFACTION

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

B. No failure or delay of any Party, in any one or more instances (i) in exercising any power, right, or remedy under this Agreement or (ii) in insisting upon the strict performance by the other Party of such other Party's covenants, obligations, or agreements under this Lease, shall operate as a waiver, discharge, or invalidation thereof, nor shall any single or partial exercise of any such right, power, or remedy or insistence on strict performance, or any abandonment or discontinuance of steps to enforce such a right, power, or remedy or to enforce strict performance, preclude any other or future exercise thereof or insistence thereupon or the exercise of any other right, power, or remedy. The covenants, obligations, and agreements of a defaulting Party and the rights and remedies of the other Party upon a default shall continue and remain in full force and effect with respect to any subsequent breach, act, or omission.

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

EXECUTED by the parties in triplicate originals on this _____ day of _____, 2024.

CITY OF EDINBURG:

By:_____

Myra L. Ayala, City Manager
City of Edinburg
415 W. University Drive
P.O Box 1079
Edinburg, Texas 78539
Phone: 956-388-8207

ATTEST:

By:_____
Clarice Y. Balderas, City Secretary

APPROVED AS TO FORM:

By:_____
Josephine R. Solis, City Attorney

MUSEUM OF SOUTH TEXAS HISTORY:

By:_____

Dr. Francisco Guajardo Ph.D
Chief Executive Officer
Museum of South Texas History
200 N. Closner Blvd
Edinburg, Texas 78539
Phone: 956-383-6911

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: November 5, 2024
CONSENT AGENDA
Agenda Item No: 14.D.
Agreement: Rios Court Subdivision Water Buyout

1. **Agenda Item:**
Consider Authorizing the City Manager to Enter Into a Counter-Part Agreement with North Alamo Water Supply Corporation (NAWSC) and a Two-Party Agreement with MB Rios Investment, LLC, to Provide Water Service to Rios Court Subdivision and Execute any Other Documents Relating Thereto. [Gerardo Carmona Jr., P.E., Director of Utilities]

2. **Description:**
MB Rios Investments, LLC (developer) is requesting that the City and NAWSC execute a counter-part agreement that will allow the City of Edinburg to become the water service provider for Rios Court Subdivision (located west of US Expressway 281 and north of Wisconsin Rd), which is a one (1) lot subdivision, and that the City and NAWSC will thereafter apply to the PUC within a one-year period from execution of the agreement to amend their respective service area. In addition, the city is requesting the developer to execute a Two-Party Agreement with the city, which requires the developer to pay for all the fees associated with the buyouts and transfer of service areas.

The timeline for the buyout and Public Utility Commission (PUC) application can take between 1–2 years from the submission date of the initial application.

There will be no fiscal impact on the city. The developer will pay all fees associated with the buyout.

3. **Staff's Recommendation:**
Approve Authorizing the City Manager to Enter Into a Counter-Part Agreement with North Alamo Water Supply Corporation (NAWSC) and a Two-Party Agreement with MB Rios Investment, LLC, to provide Water Service to Rios Court Subdivision and Execute any Other Documents Relating Thereto.

Reviewed by:		**Prepared by:**
Gerardo Carmona, Director of Utilities	Approved - 11/1/2024	Vanessa Velasquez,
Tomas Reyna, Assistant City Manager	Final Approval - 11/1/2024	Administrative Assistant

Attachments:
A. Agreement - Rios Court Subdivision

STATE OF TEXAS §

COUNTY OF HIDALGO § **TWO PARTY CONTRACT**

CITY OF EDINBURG §

WHEREAS, **MB Rios Investments, LLC** ("Developer"), owns a 2.00 acre tract of land known as Rios Court Subdivision, which is located in central Hidalgo County on the West of US Expressway 281 and North of Wiscosin Road; and

WHEREAS, proposed Rios Court Subdivision lies within North Alamo Water Supply Corporation (NAWSC) water Certificate of Convenience and Necessity ("CCN") jurisdiction to provide potable water service to the development under the rules and regulations of the Texas Commission on Environmental Quality ("TCEQ") and the Public Utility Commission of Texas ("PUC"); and

WHEREAS, the Developer requests that the City and NAWSC execute an agreement that NAWSC will allow the City of Edinburg to become the service provider for said development, after all fees associated with the buyout are complete, and that City and NAWSC will thereafter apply to the PUC, to amend their respective service areas as shown in the attached agreement for service; so as to maintain water continuity and have a better water service accountability on the proposed development; and

WHEREAS, a Counter-Part Agreement for Buyout and Transfer of Service Area, hereafter referred to as "Service Agreement," is necessary to be made between NAWSC and the City as set out in Exhibit "A" attached hereto and made a part hereof; and

NOW, THEREFORE, the City of Edinburg and MB Rios Investments, LLC in consideration of the mutual covenants expressed hereinafter, agree as follows:

1. Developer agrees to pay for any and all fees associated with the buyout transaction contemplated in the Service Agreement, including but not limited to CCN

application fees and related legal fees. The total amount is estimated as $2,500 payable to the City of Edinburg; however, Developer understands and agrees that it shall pay the actual cost of such fees as invoiced by the City. Developer shall make the required payment within seven (7) calendar days of receiving an invoice from the City.

2. **No Waiver:** No waiver by any party hereto of any breach of any provision of the Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

3. **Entire Agreement:** This Agreement contains the entire contract between the parties hereto and each party acknowledges that neither has made (either directly or through any agent or representative) any representation or agreement in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by City and the Developer and not otherwise.

4. **TEXAS LAW TO APPLY.** THIS AGREEMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, AND ALL OBLIGATION OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN HIDALGO COUNTY, TEXAS. THE PARTIES HEREBY CONSENT TO PERSONAL JURISDICTION IN HIDALGO COUNTY, TEXAS.

5. **Alternate Dispute Resolution.** 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. 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 each Party. 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, either party may initiate litigation to resolve the dispute. Venue is mandatory in in State courts located in Hidalgo County, Texas

6. **Attorneys' Fees.** In the event of litigation between the Parties, each party shall bear its own costs, including attorney's fees, expenses, and costs.

7. **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communication required or permitted hereunder shall be in writing and shall be either (i) personally delivered against 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 Edinburg: City of Edinburg
Attention: Myra L Ayala, City Manager
P.O. Box 1079 – 415 W University
Edinburg, Texas 78540

If to Developer: MB Rios Investment, LLC
836 Star Lane
Edinburg, Texas 78542

8. 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 addresses or, if mailed, at such time as it is deposited in the United States mail.

9. **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.

10. **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.

11. **Assignment.** This Agreement shall not be assignable.

12. **Headings.** The headings and captions contained in this Agreement are solely for convenience reference and shall not be deemed to affect the meaning or interpretation of any provision of paragraph hereof.

13. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and singular shall include the plural whenever and so often as may be appropriate.

14. **Authority to Execute.** The execution and performance of this Agreement by Edinburg and the Developer have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable

obligations of Edinburg and the Developer in accordance with its terms.

IN WITNESS WHEREOF, EXECUTED by MB Rios Investments, LLC, and the City of Edinburg, in duplicate originals effective on _____ day of ____, 2024.

CITY OF EDINBURG

By: _____
Myra L. Ayala, City Manager

ATTEST:

BY:_____
Clarice Y. Balderas, City Secretary

APPROVED AS TO FORM:
Josephine R. Solis.

BY: _____
Josephine R. Solis, City Attorney

MB RIOS INVESTMENTS, LLC

BY:_____
Gerardo Rios
836 Star Lane
Edinburg, Texas 78542

EXHIBIT "A" –

COUNTER-PART AGREEMENT BETWEEN NORTH ALAMO WATER SUPPLY CORPORATION (NAWSC) AND CITY OF EDINBURG

COUNTER-PART AGREEMENT FOR
BUYOUT AND TRANSFER OF SERVICE AREA

STATE OF TEXAS **BETWEEN: NORTH ALAMO WATER SUPPLY CORPORATION**

AND

COUNTY OF HIDALGO **CITY OF EDINBURG**

RE: MB Rios Investments, LLC

1. The Master Agreement for Transfer of Service Area ("***Master Agreement***") by and between the City of Edinburg, 415 W. University Drive, P.O. Box 1079, Edinburg, Hidalgo County, Texas 78540 ("***CITY***") and North Alamo Water Supply Corporation, 420 S. Doolittle Road, Edinburg, Hidalgo County, Texas 78542 ("***NAWSC***"), a non-profit corporation of the State of Texas, dated February 16, 2021, along with this Counter-Part Agreement for Buyout and Transfer of Service Area ("***Counter-Part Agreement***") made this ____ day of_____, 20 ___, form the entire agreement with respect to the Area set forth below. The defined terms within the Master Agreement consitute defined terms herein.

NAWSC Transfer Area: **Rios Court Subdivision**, being a **2.00** acre tract, as depicted on map and/or metes and bounds description attached hereto as **Exhibit "1."**

Purchase Price: **Ten Thousand One Hundred Thirty-One Dollars and 84/100 Dollars ($ 10,131.84)**.

Additional Provisions: **None**

2. The purchase price has been paid to NAWSC and NAWSC acknowledges receipt

of the purchase price, subject to satisfaction of the conditions set forth in the Master Agreement, par. 2, sec. II.

3. This Counter-Part Agreement has been approved by the appropriate bodies of NAWSC and CITY as evidenced by appropriate minutes of the governing bodies, copies of which are attached hereto as **Exhibits "2"** and **"3"**, respectively, and are executed by the appropriate officers of same.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, THE PARTIES HERETO have executed this Counter-Part Agreement for Buyout and Transfer as of the date above stated.

NORTH ALAMO WATER SUPPLY CORPORATION
420 S. DOOLITTLE ROAD
EDINBURG, Texas 78542

By:_____
Steven P. Sanchez, General Manager

Approved:

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

CORPORATE ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

I hereby certify that on this day before me, an officer duly authorized in the State of Texas and in the County of Hidalgo to take acknowledgments, personally appeared **Steven P. Sanchez**, known to me to be the person described in and who executed the foregoing instrument as **General Manager of North Water Supply Corporation**, the corporation therein, and acknowledged that he executed the same as such an officer, in the name and for on behalf of the said corporation.

IN WITNESS WHEREOF I hereunto set my hand and affixed my official seal this _____ day of _____, 202____.

_____
Notary Public and for the State of Texas

ATTEST:

CITY OF EDINBURG, TEXAS
415 W. University Drive
P. O. Box 1079
Edinburg, Texas 78540

By:_____
Clarice Y Balderas, City Secretary

By: _____
Myra L. Ayala, City Manager

Approved:

JOSEPHINE R. SOLIS

BY: _____
Josephine R. Solis, City Attorney

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

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

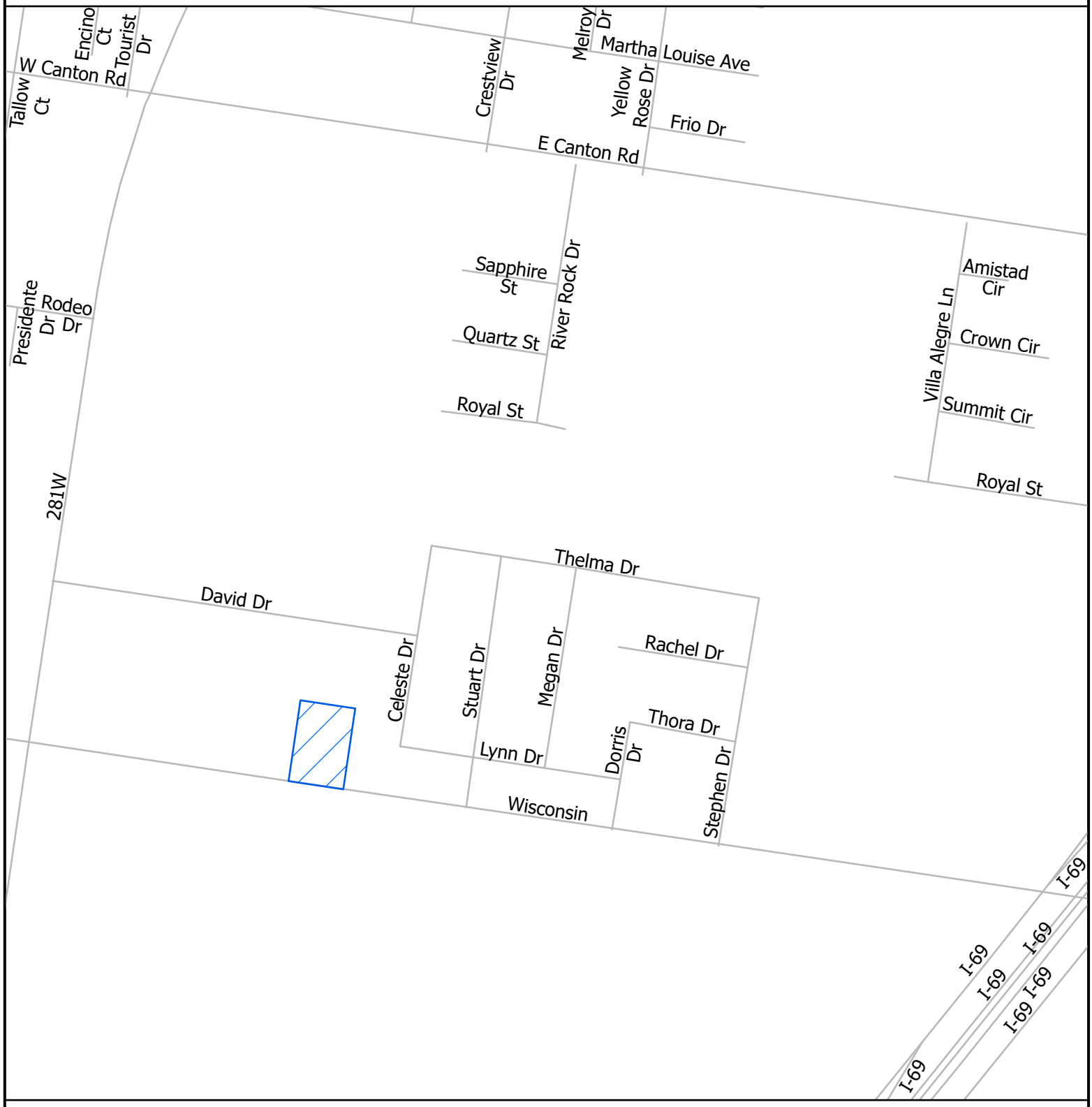
IN WITNESS WHEREOF I hereunto set my hand and affixed my official seal this _____ day of _____, 202___.

_____
Notary Public and for the State of Texas

EXHIBIT "1"

(NAWSC Transfer Area Map/Description)

Application to Amend City of Edinburg (CCN No. 12106) and North Alamo W.S.C. (CCN No. 10553) in Hidalgo County



Detailed Map

N

Legend

Requested Area to Amend

0 0.1 0.2 Miles

Created by: Gabriel Rodriguez
Date Created: October 8, 2024

Application to Amend City of Edinburg (CCN No. 12106) and North Alamo W.S.C. (CCN No. 10553) in Hidalgo County

General Location Map

N

Legend

Requested Area to Amend

0 0.2 0.5 Miles

Created by: Gabriel Rodriguez
Date Created: October 8, 2024

EXHIBIT "2"

(NAWSC Minutes and/or Resolution Approving Counter-Part Agreement for Buyout and Transfer of Service Area)

MINUTES
NORTH ALAMO WATER SUPPLY CORPORATION
August 20, 2024

Present	**Staff**	**Other**
Michael England	Steven P. Sanchez	Richard Fryer – Corporation Attorney
Derrick Swanberg	Robert Rodriguez	Mike Hernandez – Melden & Hunt Eng.
Samuel Ruiz	Irma Tamez	Ivan Garcia – Rio Delta Eng.
Martin Drewry	Robyn Rodriguez	Fred Resendez – Freese & Nichols
Abdiel Cuevas	Janie Sandoval	
Steve Krenek	Agustin Gomez	
Manuel Garcia		

1. **Agenda Item #1.** The meeting was called to order by President Steve D. Krenek at 1:00 p.m.

2. **Agenda Item #2.** Mr. England moved for the approval to accept the minutes for July 23, 2024. Mr. Cuevas seconded and the motion carried with all in favor.

3. **Agenda Item #3.** No public comments.

4. **Agenda Item #30.** Water Operations Report, Robert Rodriguez
   A. Water Loss of the month of July, 2024
   B. TCEQ and Texas Department of Health Inspections Report
   C. TCEQ Enforcement Notice - Permit Effluent Limit Violation(s) at Owassa RO
   D. Mr. England moved for the approval of a $30,000.00 budget increase and authorize the purchase of a forklift. Mr. Garcia seconded and motion carried with all in favor.

5. **Agenda Item #23.** Mr. Ruiz moved for the approval of a utility permit and to be 5 feet deep for Texas Gas Service to provided services to Santa Cruz Palms Subdivision. Mr. Drewry seconded and motion carried with all in favor.

6. **Agenda Item #24.** Mr. Ruiz moved for the approval of utility permit for Magic Valley Electric Coop for an electrical crossing for the Villa at Canton Subdivision. Mr. Drewry seconded and the motion carried with all in favor.

7. **Agenda Item #25.** Mr. Ruiz moved for the approval of a utility permit for contractor, (G-8 Utilities, LLC), for the City of Weslaco's Border Avenue Storm Drainage Improvement Project along Border Rd. north of Tahoe Street in the West Lake Subdivision. Mr. Drewry seconded and the motion carried with all in favor.

8. **Agenda Item #4.** An update was made by Fred Resendez of Freese & Nichols on the following projects:
   A. Doolittle R.O.
   B. Owassa R.O.

9. **Agenda Item #5.** Mr. Swanberg moved for the approval of payment for all related invoices for the above-mentioned projects on Item #04 for the month of August. Mr. Drewry seconded and the motion carried with all in favor.
   A. Mr. Swanberg moved for the approval of payment to R. W. Harden and Associates, Inc. for the Doolittle Water Well Expansion. Mr. England seconded and the motion carried with all in favor.

10. **Agenda Item #6.** An update report was made by Ivan Garcia with Rio Delta engineering on the following project:
    A. San Carlos Lift Station

11. **Agenda Item #7.** Mr. Drewry moved for the approval of accepting the San Carlos lift Station Project from the County of Hidalgo and authorizing General Manager to sign all related documents. Mr. Swanberg seconded and motion carried with all in favor.

12. **Agenda Item #8.** Mr. England moved for the approval of payment for all related invoices for the above-mentioned projects on Item #06 for the month of August. Mr. Ruiz seconded and motion carried with all in favor.

13. **Agenda Item #9**. An update was made by Mike Hernandez on the following projects:
    A. Donna Regional Wastewater Treatment Plant Phase 2
    B. Construction Phase of the Weslaco Area Wastewater Project
    C. Mile 6 West Road Right of Way Project
    D. Water Tower South of Donna
    E. CIP Phase II
    F. Water Treatment Plant 7 Raw Waterline Project
    G. Report on La Feria Well

14. **Agenda Item #10.** Mr. England moved for the approval of Change Order No. 1 for South Texas Water Well Services, LLC for he La Veria Water Well Project in the amount of $169,291.00. Mr. Swanberg seconded and the motion carried with all in favor.

15. **Agenda Item #12.** Mr. Ruiz moved for the approval of final payment for the La Feria Water Well Project as recommended by the engineer. Mr. Swanberg seconded and the motion carried with all in favor.

16. **Agenda Item #13.** Mr. Ruiz moved for the approval of accepting improvements for the NAWSC Plant No. 5 Transmission Line Project as recommended by the engineer. Mr. Drewry seconded and the motion carried with all in favor.

17. **Agenda #11.** Mr. Ruiz moved for the approval of accepting improvements for the La Feria Project as recommended by the engineer. Mr. Swanberg seconded and motion carried with all in favor.

18. **Agenda Item #14.** Mr. Ruiz moved for the final payment in the amount of $224,181.19 for the NAWSC Plant No. 5 Transmission Line Project as recommended by the engineer. Mr. Garcia seconded and the motion carried with all in favor.

19. **Agenda Item #15.** Mr. Drewry moved for the approval of payment for all related invoices for the above-mentioned projects on Item #09 for the month of August. Mr. Ruiz seconded and the motion carried with all in favor.

20. **Agenda Item #16.** Mr. Swanberg moved for the approval of awarding bid to the lowest responsive bidder for the FM 1425 Waterline Adjustment as recommended by the engineer. Mr. Garcia seconded and the motion carried with all in favor.

21. **Agenda Item 17.** Mr. England moved for the approval of authorizing engineer to solicit bids for the demolition of the FM 1925 and FM 907 Water Tower. Mr. Swanberg seconded and the motion carried with all in favor.

22. **Agenda Item #18.** Mr. Swanberg moved for the approval of having our engineer develop a plan to take the storage tank at Plant #2 out of service and advertise for bids to refurbish the tank. Mr. Drewery seconded and the motion carried with all in favor.

23. **Agenda Item #19.** Mr. England moved for the approval of authorizing staff and engineer to apply to the Texas Water Fund for a well and a 1 MGD R.O. Train for the Lasara and Donna R.O. Plants. Mr. Swanberg seconded and the motion carried with all in favor.

24. **Agenda Item #20.** Mr. Ruiz moved for the approval of contracting out North Alamo's meter change out and buy an additional 5,000 meters. Mr. Swanberg seconded and the motion carried with all in favor.

25. **Agenda Item #21.** Mr. Ruiz moved for the approval of authorizing staff and engineer to apply for funding on the meter change out program. Mr. Swanberg seconded and the motion carried with all in favor.

26. **Agenda Item #22.** Mr. Swanberg moved for the approval of renewing farm lease agreements expiring August 31, 2024, at $55.00 an acre and authorize GM as signatory on all related documents.
    A. Monte Alto WWTP (44 acres)
    B. San Carlos WWTP (56 acres)
    C. Delta Regional WTP No. 7 (60.16 acres)
    D. Willacy RO WTP (95 acres), Lasara WWTP (23 acres), and Hargill WWTP (41 acres)
    Mr. Ruiz seconded and the motion carried with all in favor.

27. **Agenda Item #26.** Mr. Ruiz moved for the approval of a buyout area of a 2.38 acre-tract of land out of Lot 5, Section 243, Texas-Mexican Railway Company Survey, located north of Rogiers Rd. and west of US Exp 281 to the City of Edinburg. *See Item 33H. Mr. Cuevas seconded and motion carried with all in favor.

28. **Agenda Item #27.** Mr. England moved for the approval of a buyout area of a 2 acre-tract out of Kelly Pharr Subdivision, located west of US Exp 281 and north of Wisconsin Road to the City of Edinburg. *See Item 33.J. Mr. Drewry seconded and motion carried with all in favor.

29. **Agenda Item #28.** Mr. England moved for the approval of contributing to the following organizations with the following amounts: (2024-2025)
    A. RGV Livestock Show - $1,500.00
    B. Willacy County Fair & Auctions - $1,500.00
    C. S.T.A.R. (South Texas Agriculture Round-Up) - $1,500.00
    D. 4-H Fund Raiser - $1,500.00
    E. Kids, Kows, and More for water conservation education in Hidalgo and Willacy Counties - $500.00 for each
    Mr. Cuevas seconded and motion carried with all in favor.

30. **Agenda Item#29.** Mr. Ruiz moved for the approval of Financial Statement for July, 2024, as presented by Janie Sandoval. Mr. Garcia seconded and the motion carried with all in favor.

31. **Agenda Item #31.** Wastewater Operations Report, Agustin Gomez
    - **A.** Wastewater Operations Report, Agustin Gomez
      - **(1)** Report on Wastewater Treatment Plants and Collection Systems for July, 2024

32. **Agenda Item #32.** General Manager's Report
    - **A.** Report on TRWA and TCEQ Drought & Hurricane Resiliency Workshop in McAllen
    - **B.** Report on meeting with Hidalgo County Judge on Regional Water Projects
    - **C.** Report on Water Symposium hosted by the City of Pharr
    - **D.** Mr. England moved for the approval of amending North Alamo's Drought Contingency plan to coincide with Hidalgo County's Plan. Mr. Garcia seconded and the motion carried with all in favor.
    - **E.** Discussion on Amistad/Falcon Domestic, Municipal, and Industrial Uses (DMI)
    - **F.** Report on South Texas Water Utility Managers' Association Meeting
      September 2024 Board Meeting 09/19/24

33. **Agenda Item #33.** Mr. Drewry moved for the approval of the following subdivisions:
    - **A.** ARTSOB Subdivision #2, 7 lots on 4.2 acres, located on the northeast corner of Dillon Rd. and Wisconsin Rd., developer – Rene Pena (Septic Tanks)
    - **B.** *Canton Hills Subdivision, 52 lots on 18.334 acres, located on the north side of E. Canton Road, between S. Raul Longoria Road and S. Cesar Chavez Road, developer – Ashish Valecha (City Sewer Service – Edinburg) *Originally approved 09/19/2023 with 51 - 4plex lots, needs to be amended to be 52 – 4plex lots; no changes to acreage, location or developer.
    - **C.** Izaguirre Estates Subdivision, 10 lots on 7.32 acres, located south of Mile 15 ½ N Rd. west of FM 88, developer – Martin Isaguirre (Septic Tanks)
    - **D.** Levrier Subdivision, 2 lots on 5 acres, located north of Clark Rd west of Kansas City Rd., developer – Roberto T. Levrier (Septic Tanks)
    - **E.** Maria Elena Rivera Subdivision, 1 lot on 1 acre, located east of Doolittle Rd. and north of Ingle Rd, developer – Maria Elena Rivera (Septic Tanks)
    - **F.** Owassa Springs Townhomes Subdivision, 20 lots on 1.9 acres, located south of E. Owassa Rd. and west of I Rd., developer -Abel Hernandez (City Sewer Service – Pharr)
    - **G.** RBR Subdivision No. 6, 36 lots on 24.219 acres, located south of FM 2812 and north of Benito Ramirez Rd., developer – RBR Development & Investments (Septic Tanks)
    - **H.** *Ricky Rod Subdivision, 1 lot on 2.38 acres, located north of Rogiers Rd. and west of US Esp 281, developer(s) – Ricardo & Deyanira Rodriguez (City Sewer Services – Edinburg) *Buyout
    - **I.** Rigoberto & Vanessa Reyes Subdivision, 2 lots on 9 acres, located north of SH 107 and west of Pomelo Rd., developers – Rigoberto & Vanessa Reyes (Septic Tanks)
    - **J.** *Rios Court Subdivision, 1 lot on 2.0 acres, located west of US Expressway 281 and north of Wisconsin Rd., developer – MB Rios Investments, LLC (City Sewer Service – Edinburg)
    - **K.** The Cantu Estates Subdivision, 4 lots on 6.24 acres, located east of Raul Longoria Rd. and north of Alberta Rd., developer – BIG Reality, LLC (Septic Tanks)

    Mr. Cuevas seconded and the motion carried with all in favor.

34. **Agenda Item 34.** Mr. Swanberg moved for the approval of accepting finished subdivisions for July, 2024.

	Subdivision Name	Date Finished
A.	Tierra Roosevelt Subdivision	07/11/2024
B.	Cantera Hermosa Phase V Subdivision	07/25/2024
C.	Leon Heights Phase I Subdivision	07/18/2024
D.	GTO Subdivision	07/01/2024
E.	Jameson Estates Subdivision	06/26/2024

Mr. Cuevas seconded and the motion carried with all in favor.

35. **Agenda Item #35.** Mr. Drewry moved for the approval of Membership Applications, Installations, Membership Transfers, and Membership Cancellations. Mr. Swanberg seconded and motion carried with all in favor.

36. **Agenda Item #36.** The board entered into executive session at 3:12 p.m. to discuss the following:
    - **A.** Discussion on the Donna Irrigation District agreement and possible approval.
    - **B.** Report on the Engelman Raw Waterline Negotiations.
    - **C.** Consideration and possible approval of authorizing General Manager and engineer to look for land in the Donna area for a municipal well.

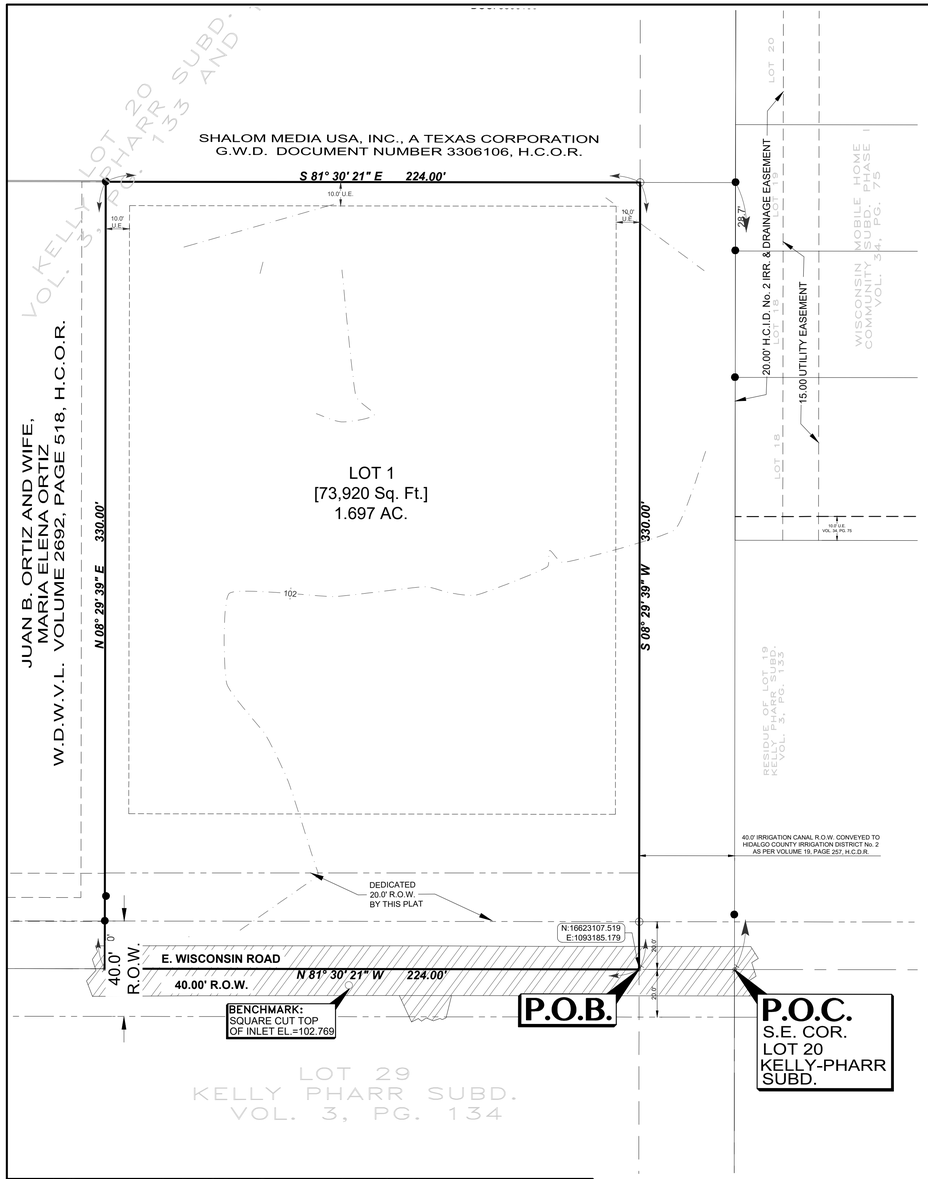
37. **Agenda Item #37.** The Board returned to regular session at 3:38 p.m.
    Mr. England moved for the approval Agenda Item #37 (C) as per the discussion in executive session. Mr. Ruiz seconded and motion carried with all in favor.

38. **Agenda Item #38.** **Mr**. Drewry moved to adjourn the meeting at 3:40 p.m. Mr. Cuevas seconded and the motion carried with all in favor.

Irma Tamez, Recording

Derrick Swanberg – Secretary

Steve Krenek – President



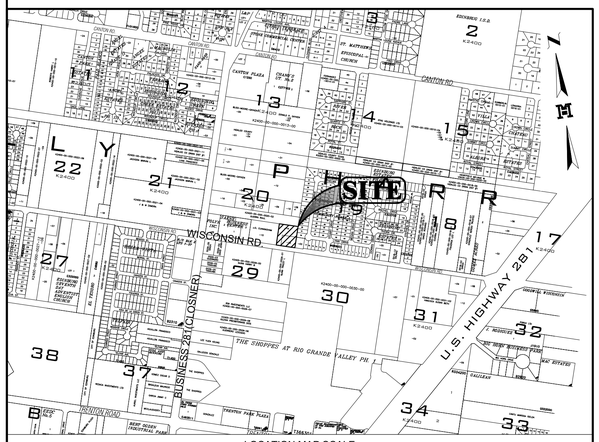
BEARING BASIS AS PER TEXAS COORDINATE SYSTEM OF 1983, TEXAS SOUTH ELEVATION DATUM PER NAVD 88 (GEOID 2009)

SCALE:1"=30'

LEGEND

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

H.C.M.R. -	HIDALGO COUNTY MAP RECORDS
H.C.O.R. -	HIDALGO COUNTY OFFICIAL RECORDS
S.E. COR. -	SOUTHEAST CORNER
P.O.B. -	POINT OF BEGINNING
P.O.C. -	POINT OF COMMENCING
Sq. Ft. -	SQUARE FEET
W.D. -	WARRANTY DEED
G.W.D. -	GIFT WARRANTY DEED
S.W.D. -	SPECIAL WARRANTY DEED
AC.-	ACRES
W.D.W.V.L. -	WARRANTY DEED WITH VENDOR'S LIEN
U.E. -	UTILITY EASEMENT



LOCATION MAP SCALE
1" = 1,000'

MINOR PLAT OF
RIOS COURT SUBDIVISION

BEING 1.697 ACRES
OUT OF LOT 20,
KELLY PHARR SUBDIVISION
VOLUME 3, PAGE 133, H.C.D.R.
CITY OF EDINBURG, HIDALGO COUNTY, TEXAS

METES AND BOUNDS DESCRIPTION

A TRACT OF LAND CONTAINING 1.697 ACRES SITUATED IN THE COUNTY OF HIDALGO, TEXAS, BEING OUT OF LOT 20, KELLY-PHARR SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 3, PAGES 133-134, HIDALGO COUNTY DEED RECORDS, SAID 2.000 ACRES WERE CONVEYED TO M.B. RIOS INVESTMENTS LLC., BY VIRTUE OF A WARRANTY DEED WITH VENDORS LIEN, RECORDED UNDER DOCUMENT NUMBER 3531667, HIDALGO COUNTY OFFICIAL RECORDS, SAID 1.697 ACRES ALSO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING, AT A NAIL SET FOR THE SOUTHEAST CORNER OF SAID LOT 20, WITHIN THE EXISTING RIGHT-OF-WAY OF EAST WISCONSIN ROAD, FROM WHICH A NAIL FOUND BEARS N 28° 11' 52" W, A DISTANCE OF 0.57 FEET, FOR THE SOUTHEAST CORNER;

THENCE, N 81° 30' 21" W, ALONG THE SOUTH LINE OF SAID LOT 20, WITHIN THE EXISTING RIGHT-OF-WAY OF EAST WISCONSIN ROAD, AT A DISTANCE OF 40.00 FEET PASS A NAIL SET ON THE WEST LINE OF A CERTAIN TRACT CLAIMED IN FEE BY HIDALGO COUNTY IRRIGATION DISTRICT NO. 2, AND POINT OF BEGINING OF THIS HEREIN DESCRIDED TRACT;

1. THENCE, N 81° 30' 21" W, ALONG THE SOUTH LINE OF SAID LOT 20, WITHIN THE EXISTING RIGHT-OF-WAY OF EAST WISCONSIN ROAD, AT A DISTANCE OF 224.00 FEET PASS A NAIL SET ON THE WEST LINE OF A CERTAIN TRACT ;
2. THENCE, N 08° 29' 39" E, AT A DISTANCE OF 20.00 FEET, PASS A NO. 4 REBAR FOUND ON THE EXISTING NORTH RIGHT-OF-WAY LINE OF EAST WISCONSIN ROAD, CONTINUING A TOTAL DISTANCE OF 330.00 FEET TO A NO. 4 REBAR FOUND, FOR THE NORTHWEST CORNER OF THIS TRACT;
3. THENCE, S 81° 30' 21" E, AT A DISTANCE OF 224.00 FEET, TO A NO. 4 REBAR SET ON THE WEST LINE OF SAID TRACT FOR THE NORTHEAST CORNER OF THIS TRACT;
4. THENCE, S 08° 29' 39" W, ALONG THE EAST LINE OF SAID LOT 20, AND THE WEST LINE OF A CERTAIN TRACT CLAIMED IN FEE BY HIDALGO COUNTY IRRIGATION DISTRICT NO. 2, OF WHICH 0.121 OF ONE ACRE LIES WITHIN EAST WISCONSIN ROAD RIGHT-OF-WAY, LEAVING A NET OF 1.576 ACRES OF LAND, MORE OR LESS.

GENERAL PLAT NOTES AND RESTRICTIONS:

1. FLOOD ZONE STATEMENT:
   FLOOD ZONE DESIGNATION: ZONE "X" (SHADED). ZONE "X" (SHADED) IS "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".

   AS PER FLOOD PLAIN COMMUNITY-PANEL No. 480338 0030 E; REVISED DATE: JUNE 6, 2000. REVISED TO REFLECT LOMR DATED: MAY 14, 2001.
2. THIS PROPERTY IS ZONED AS COMMERCIAL GENERAL DISTRICT.
3. MINIMUM SETBACKS SHALL BE AS FOLLOWS :
   FRONT: 45.00 FEET
   REAR: 10.00 FEET OR EASEMENT, WHICHEVER IS GREATER
   SIDE: 10.00 FEET OR EASEMENT, WHICHEVER IS GREATER
4. MINIMUM FINISHED FLOOR ELEVATION TO BE 18 INCHES ABOVE TOP OF CURB OR CENTER OF STREET.
5. THE ENGINEER OF RECORD FOR THE SITE DEVELOPMENT HAS ESTIMATED THAT AN APPROXIMATELY 5.787 C.F. 0.133 ACRES-FEET WILL BE REQUIRED FOR DETENTION. THIS IS AN ESTIMATE ONLY AND DETAILED ANALYSIS MAY REVEAL DIFFERENT REQUIREMENTS. NO BUILDING PERMIT SHALL BE ISSUED FOR THIS PLATTED PROPERTY UNTIL A STORM WATER DETENTION SYSTEM DESIGN HAS BEEN APPROVED BY THE CITY OF EDINBURG FOR THIS COMMERCIAL DEVELOPMENT.
6. NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT. EASEMENTS SHALL BE KEPT CLEAR OF BUILDINGS, SHEDS, SHRUBS, TREES, AND OTHER PLANTINGS (EXCEPT LOW, LESS THAN 18" MATURE HEIGHT, GROUND COVER, GRASS, OR FLOWERS) AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.
7. THE ACCESS DRIVE SHALL ALWAYS BE OPEN TO EMERGENCY VEHICLES, PUBLIC AND PRIVATE UTILITY SERVICE PERSONNEL, THE U.S. POSTAL SERVICE AND GOVERNMENTAL EMPLOYEES IN PURSUIT OF THEIR OFFICIAL DUTIES.
8. ALL CONSTRUCTION SHALL COMPLY WITH STORM WATER PREVENTION PLAN (SW3P) REQUIREMENTS.
9. SAID PROPERTY SHALL COMPLY WITH THE MOST CURRENT UNIFIED DEVELOPMENT CODE AND CITY OF EDINBURG REQUIRMENTS AND SPECIFICATIONS. SUCH REQUIREMENTS MAY INCLUDE, BUT ARE NOT LIMITED TO, THE UNIFIED DEVELOPMENT CODE SETBACK BUFFER YARDS, FLOOR AREA RATIO, LANDSCAPING, SURFACE RATIO PARKING REQUIREMENTS FIRE PROTECTION OR ANY OTHER CITY REQUIREMENTS.
10. A 5-FOOT SIDEWALK WITH A.D.A. COMPLIANCE RAMPS IS REQUIRED ALONG WISCONSIN ROAD DURING BUILDING PERMIT STAGE.
11. ALL LOT CORNERS SET 1/2" IRON RODS OR AS NOTED.
12. BENCHMARK: PROPOSED BENCHMARK IS A NO. 4 REBAR FOUND. NORTHING:16623151.653, EASTING:1093066.147 ELEVATION: 102.769'
13. THE DEVELOPER SHALL BE RESPONSIBLE FOR DETAINING AND ACCOMMODATING MORE THAN THE DETAINED VOLUME SHOWN ON THIS PLAT IF IT IS DETERMINED, AT THE PERMIT STAGE, THAT THE DETENTION REQUIREMENTS ARE GREATER THAN STATED ON THIS PLAT, DUE TO IMPERVIOUS AREA BEING GREATER THAN THE PLAT ENGINEER CONSIDERED IN THE HYDRAULIC CALCULATIONS FOR THIS SUBDIVISION.

APPROVED BY DRAINAGE DISTRICT:

HIDALGO COUNTY DRAINAGE DISTRICT No.1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER TEXAS WATER CODE §49.211 (C). THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE DRAINAGE STRUCTURES DESCRIBED ARE APPROPRIATE FOR THE SPECIFIC SUBDIVISION BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. IT IS THE RESPONSIBILITY OF THE DEVELOPER AND HIS ENGINEER TO MAKE THESE DETERMINATIONS.

HIDALGO COUNTY DRAINAGE DISTRICT No. 1

_____ _____
RAUL E. SESIN, P.E., C.F.M. DATE
GENERAL MANAGER

STATE OF TEXAS
COUNTY OF

WE, THE UNDERSIGNED, OWNER(S) OF THE LAND SHOWN ON THIS PLAT AND DESIGNATED HEREIN AS RIOS COURT SUBDIVISION, AN ADDITION TO THE CITY OF EDINBURG, TEXAS, AND WHOSE NAME IS SUBSCRIBED HERETO, HEREBY DEDICATE TO THE USE OF THE PUBLIC FOREVER ALL STREETS, ALLEYS, PARKS, WATERCOURSES, DRAINS, EASEMENTS AND PUBLIC PLACES THEREON SHOWN FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED.

MB RIOS INVESTMENTS, LLC,
A TEXAS LIMITED LIABILITY COMPANY

BY_____ _____
GERARDO RIOS DATE .
MEMBER/ MANAGER

STATE OF TEXAS
COUNTY OF

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THIS _____ DAY OF
2024 BY GERARDO RIOS, ON BEHALF OF SAID ENTITIES IN THE CAPACITIES HEREIN STATED.

_____
NOTARY PUBLIC, FOR THE STATE, TEXAS

THE STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, RUBEN JAMES DE JESUS, A LICENSED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THE PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT.

DATED THIS THE____DAY OF_____, 2024.

MELDEN & HUNT, INC.
TEXAS REGISTRATION F-1435

STATE OF TEXAS
RUBEN JAMES DE JESUS
126282
LICENSED
PROFESSIONAL ENGINEER

_____
RUBEN JAMES DE JESUS, LICENSED PROFESSIONAL ENGINEER # 126282
STATE OF TEXAS

DATE PREPARED: 05/15/2024
ENGINEERING JOB No.24073.00

STATE OF TEXAS
COUNTY OF HIDALGO

I, RUBEN JAMES DE JESUS, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY MADE FROM AN ACTUAL SURVEY MADE ON THE GROUND OF THE PROPERTY LEGALLY DESCRIBED HEREON, AND THAT THERE ARE NO APPARENT DISCREPANCIES, CONFLICTS, OVERLAPPING OF IMPROVEMENTS, VISIBLE UTILITY LINES OR ROADS IN PLACE, EXCEPT AS SHOWN ON THE ACCOMPANYING PLAT, AND THAT THE CORNER MONUMENTS SHOWN THEREON WERE PROPERLY PLACED UNDER MY SUPERVISION IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF THE CITY OF EDINBURG, TEXAS.

DATED THIS THE_____DAY OF_____, 2024.

STATE OF TEXAS
RUBEN JAMES DE JESUS
6813

_____
RUBEN JAMES DE JESUS, PROFESSIONAL LAND SURVEYOR No. 6813
STATE OF TEXAS
DATE SURVEYED: 6-18-2024
SURVEY JOB # 24073.00.08

I, _____, ADMINISTRATOR / DIRECTOR OF PLANNING AND ZONING DEPARTMENT OF THE CITY OF EDINBURG, TEXAS DO HEREBY CERTIFY THIS MINOR SUBDIVISION PLAT KNOWN AS RIOS COURT SUBDIVISION - EDINBURG CONFORMS TO ALL SUBDIVISION REQUIREMENTS OF THIS CITY WHEREIN MY APPROVAL IS REQUIRED AND HAS BEEN APPROVED FOR RECORDING ON THIS THE _____ DAY OF _____
_____, 20_____ WITH THE COUNTY CLERK OF HIDALGO COUNTY, TEXAS

_____
ADMINISTRATOR / PLANNING AND ZONING DEPARTMENT DIRECTOR

HIDALGO COUNTY IRRIGATION DISTRICT NO. 2

THIS PLAT IS HEREBY APPROVED BY THE HIDALGO COUNTY IRRIGATION DISTRICT NO. 2 ON THIS THE _____ DAY OF _____, 2024.

NO IMPROVEMENTS OF ANY KIND (INCLUDING WITHOUT LIMITATION, TREES, FENCES AND BUILDINGS) SHALL BE PLACED UPON HIDALGO COUNTY IRRIGATION DISTRICT NO. 2 RIGHTS OF WAY OR EASEMENTS.

_____ ATTEST: _____
PRESIDENT SECRETARY

COUNTY COURT
COUNTY OF HIDALGO, TEXAS

FILED FOR RECORD IN
HIDALGO COUNTY
ARTURO GUAJARDO, JR.
HIDALGO COUNTY CLERK

ON: _____AT_____ AM/PM

INSTRUMENT NUMBER_____
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS

BY:_____ DEPUTY

SHEET 3 OF 11

MELDEN & HUNT INC.
CONSULTANTS • ENGINEERS • SURVEYORS
TBPELS FIRM # F-1435
115 W. McINTYRE - EDINBURG, TX 78541
PH: (956) 381-0981 - FAX: (956) 381-1839
ESTABLISHED 1947 - www.meldenandhunt.com

DRAWN BY:	A.D.	DATE	05-15-2024
SURVEYED, CHECKED		DATE	
FINAL CHECK		DATE	

PRINCIPAL CONTACTS	NAME	ADDRESS	CITY & ZIP	PHONE	FAX
OWNER:	MB RIOS INVESTMENTS, LLC,	836 STAR LANE	EDINBURG, TX 78542	C/O(956) 381-0981	C/O(956) 381-1839
ENGINEER:	RUBEN JAMES DE JESUS, R.P.L.S., P.E.	115 W. McINTYRE	EDINBURG, TX 78541	(956) 381-0981	(956) 381-1839
SURVEYOR:	RUBEN JAMES DE JESUS, R.P.L.S., P.E.	115 W. McINTYRE	EDINBURG, TX 78541	(956) 381-0981	(956) 381-1839

North Alamo Water Supply Corp.
420 S. Doolittle Road
Edinburg, Texas 78542

Sales Receipt

Date	Sale No.
10/2/24	2024-06

Sold To
MB Rios Investments, LLC

Check No.	Payment Method	Rep
1214	Check	RD

Description	Qty	Rate	Amount
Deferred Revenue		10,131.84	10,131.84

MB RIOS INVESTMENTS, LLC
836 STAR LN.
EDINBURG, TX 78542

1214
88-2299/1113
17102

10/2/24
Date

CHECK ARMOR FRAUD PROTECTION

Pay to the Order of North Alamo Water Supply $ 10,131.84

Ten thousand one hundred thirty one dollars and 84/100 Dollars

Photo Safe Deposit® Details on back

PlainsCapital Bank
www.plainscapital.com

For buyout

⑆111322994⑆5505701541⑈ 1214

Marlene Clarke INTOUCH® CUSTOM CREATIONS®

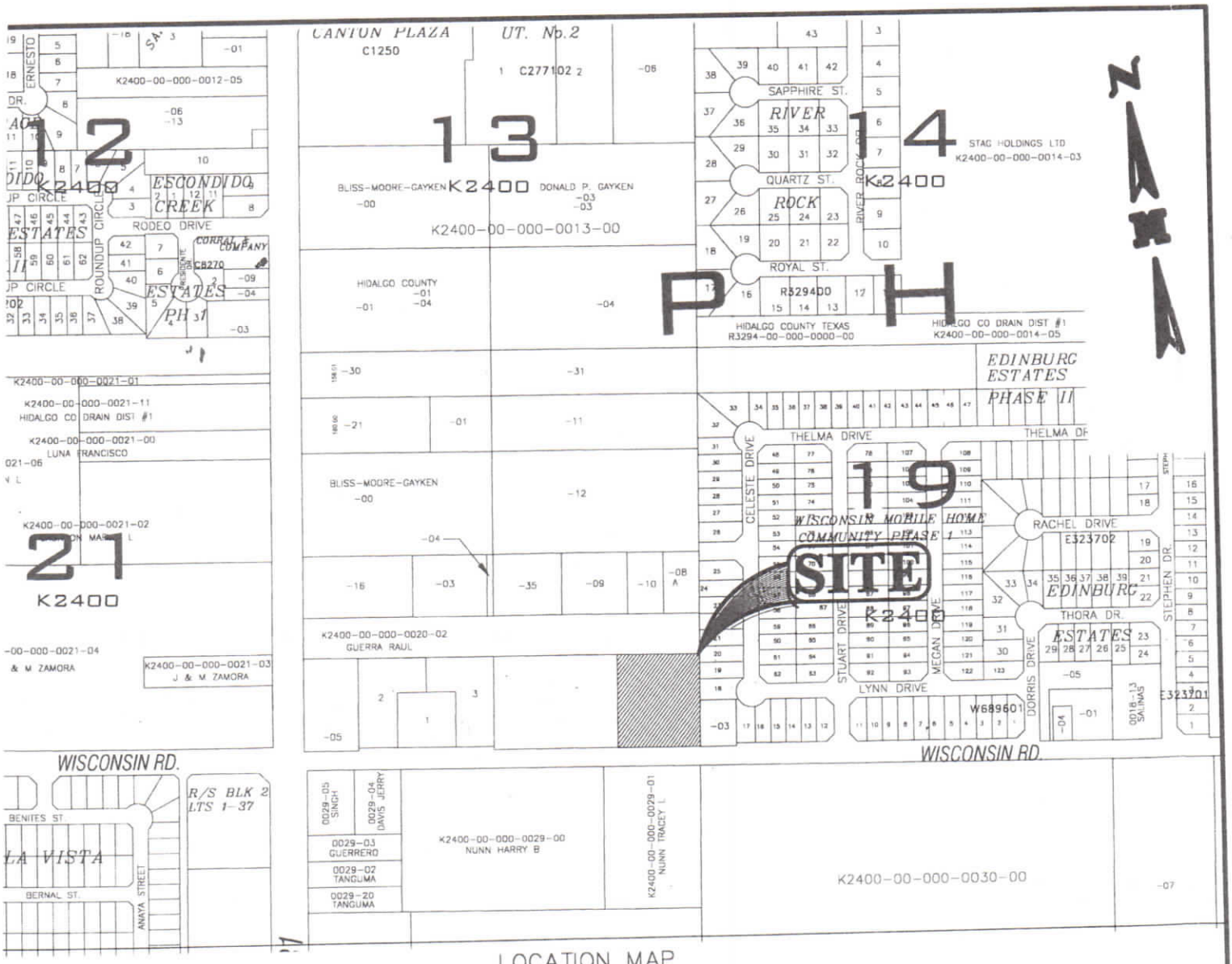
Rios Court Subdivision Buyout	**Total**	10,131.84

SUBDIVISION CHECK LIST

Subdivision Name	RIOS COURT SUBDIVISION			
No. of Lots / Gross & Net Acres	1 LOT 2.00 ACRES			
Location	W. OF EXP. 281 N. OF WISCONSIN RD.			
Developer's Name	MB RIOS INVESTMENTS, LLC		Ph #	
Engineering Firm	MELDEN & HUNT, INC.		Ph #	381-0981
Contractor	BUYOUT		Ph #	
ITEMS		AMOUNTS		
Preliminary Plat & Utility layout	8/6/2024			
Subdivision Narrative Letter				
Warranty Deed				
Buyout	10/2/2024	$10,131.84	Rec #	2024-06
Water Service Agreement Signed				
Board of Director's Approved	8/20/2024			
Hydraulic Analysis Study				
Letter of Conditions Issued & Rec.				
Contract offsite easements			Rec #	
Black Hydrant Legal Deposit			Rec #	
Fire Hydrant Liab. Ins. Reims.			Rec #	
County / City Notice To Proceed				
Submittal of Material List for Project				
Preconstruction Meeting				
County/State/Gas/Elec. Bore Permits			Rec #	
NAWSC Separate M.P.O. Easement				
Irrigation District Exclusion Letter			Irri.	
Administrative Filing Sub			Rec #	
Installation Deposits-Curr YR			Rec #	
New/Forfeited Membership			Rec #	
Water Supply Fee			Rec #	
Reimbursement Fee (5 yrs)			Rec #	
Engineer Cost of Wtr Improv.				
Pipe line Pressure Test				
Bac-it Sample Approved				
Service connections Pad Lock				
Sewer Provider				
U.S.B on State Plain format				
Subdivision As-Builts				
Final Inspector's Wtr Certification		DATE		
Thirty Year Letter				
Date Plat Recorded				
Recorded Plat Received				

MINOR PLAT OF
RIOS COURT SUBDIVISION

BEING 2.00 ACRES
OUT OF LOT 20,
KELLY PHARR SUBDIVISION
VOLUME 3, PAGE 133, H.C.D.R.
CITY OF EDINBURG, HIDALGO COUNTY, TEXAS



LOCATION MAP
SCALE 1" = 500'

EXHIBIT "3"

(CITY Minutes and/or Resolution Approving Counter-Part Agreement for Buyout and Transfer of Service Area)

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: November 5, 2024
CONSENT AGENDA
Agenda Item No: 14.E.
Agreement: Jaguar Heights Subdivision

1. **Agenda Item:**
Consider Authorizing the City Manager to Enter into a Waterline Access Agreement with North Alamo Water Supply Corporation (NAWSC) to Provide Fire Protection Services to Jaguar Heights Subdivision. [Gerardo Carmona, Jr, P.E., Director of Utilities]

2. **Description:**
This agreement will involve the installation of a fire hydrant and appurtenances to provide fire protection services for Jaguar Heights Subdivision. The developer will be responsible for the material and installation costs, and the City will incur maintenance costs.

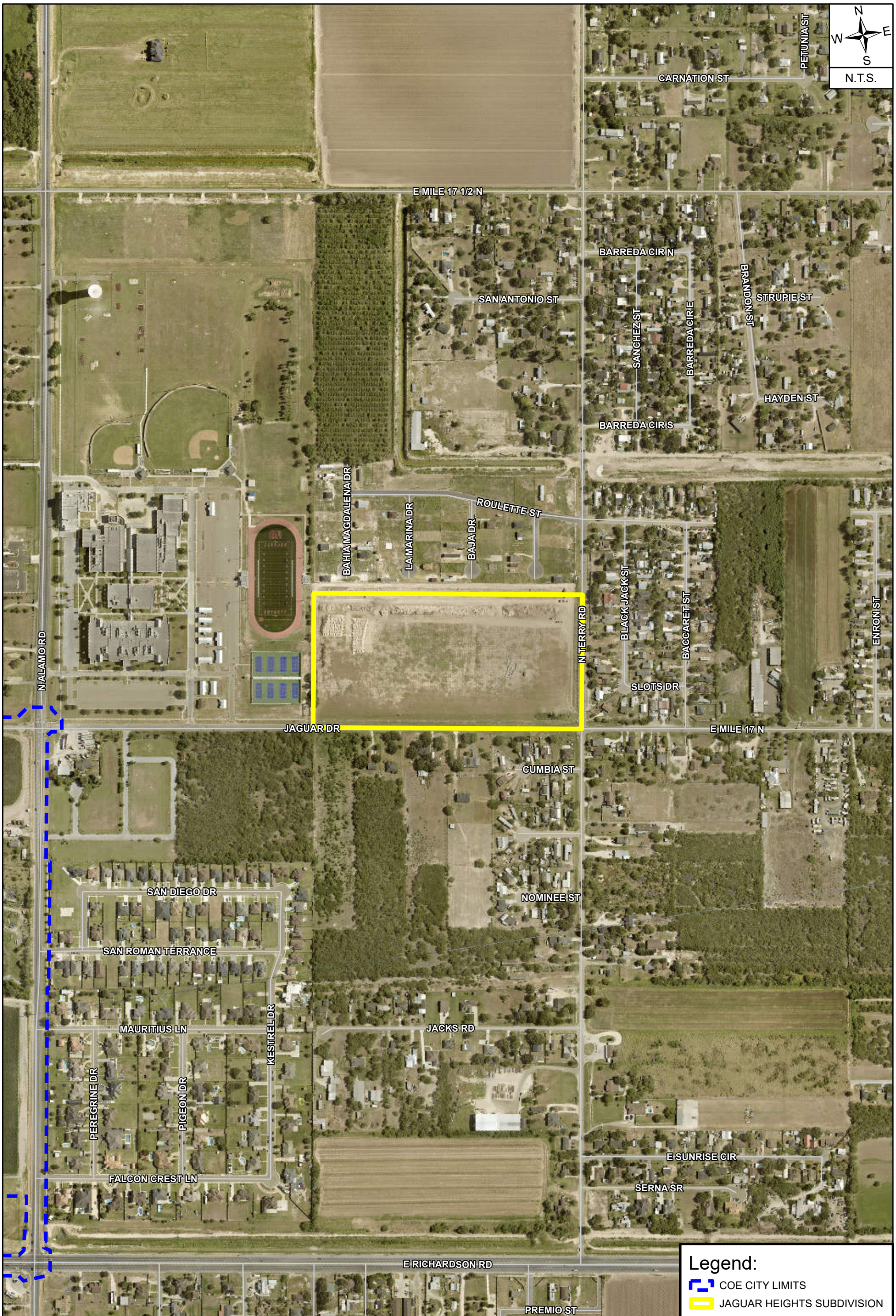
Jaguar Heights Subdivision is within North Alamo Water Supply Corporation Water Certificate of Convenience and Necessity (CCN) and is located within the City's extraterritorial jurisdiction (ETJ).

3. **Staff's Recommendation:**
Approve Authorizing the City Manager to Enter into a Waterline Access Agreement with North Alamo Water Supply Corporation to Provide Fire Protection Services to Jaguar Heights Subdivision.

Reviewed by:		**Prepared by:**
Gerardo Carmona, Director of Utilities	Approved - 11/1/2024	Mirelda Garza Ramirez,
Tomas Reyna, Assistant City Manager	Final Approval - 11/1/2024	Administrative Specialist

Attachments:
A. Agreement - Jaguar Heights Subdivision

LOCATION MAP



WATERLINE ACCESS AGREEMENT - JAGUAR HEIGHTS SUBDIVISION

REQUESTED BY: UTILITIES DEPARTMENT | **CREATED BY:** ENGINEERING DEPARTMENT - GIS DIVISION | **DATE:** OCTOBER 18, 2024

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

AGREEMENT

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

FRYER & HANSEN, PLLC
Law Firm
1352 W. Pecan Blvd.
McAllen, Texas 78501

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

October 22, 2024

Via U.S Postal Service

Myra L. Ayala, City Manager
City of Edinburg
415 W. University Drive
Edinburg, Texas 78541

RE: Waterline Access Agreement - North Alamo Water Supply Corporation, City of Edinburg, Affordable Homes of South Texas, Inc. - Jaguar Heights Subdivision

Dear Ms. Ayala:

Per the request of Mirelda Ramirez, I am returning the four (4) original **Waterline Access Agreements** (***"Agreement"***) for the Jaguar Heights Subdivision for signature on behalf of the City of Edinburg (***"City"***) along with the signed Form 1295 signed by North Alamo Water Supply Corporation. Please review the Agreement documents, cause them to be executed on behalf of the City in the areas indicated, and provide a City Commissioners' Resolution and/or certified Minutes approving the Agreement.

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

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

Thank you for your attention to this matter. If you should have any questions, please do not hesitate to call.

Sincerely,

/S/ Richard W. Fryer
Richard W. Fryer

RWF/kb
Enclosures

CITY OF EDINBURG
RECEIVED
OCT 24 2024
UTILITIES DEPARTMENT

CITY OF EDINBURG
RECEIVED
OCT 24 2024
CITY MANAGER'S OFFICE

c:. ./KarensFiles/NAWSC/Edinburg/JaguarHeightsSubdWAA/City ltr2/RWF/kb

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:
2024-1216329

Date Filed:
09/18/2024

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

North Alamo Water Supply Corporation
Edinburg, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Edinburg, Texas

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

NAWSCWAA109
Waterline Access Agreement for Jaguar Heights Subdivision

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Affordable Homes of South Texas, Inc.	McAllen, TX United States		X

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Steven P. Sanchez, General Manager, and my date of birth is 12/11/1956.

My address is 420 South Doolittle Road (street), Edinburg (city), TX (state), 78542-9707 (zip code), USA (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Hidalgo County, State of Texas, on the 18 day of Sept (month), 2024 (year).

Signature of authorized agent of contracting business entity
(Declarant)

STATE OF TEXAS	§	**BETWEEN:**
	§	**NORTH ALAMO WATER SUPPLY**
	§	**CORPORATION AND CITY OF**
	§	**EDINBURG**
COUNTY OF HIDALGO	§	

WATERLINE ACCESS AGREEMENT
(with City)

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

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

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

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

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

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

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

WHEREAS, Affordable Homes of South Texas, Inc. ("**Owner**") is constructing a subdivision on the property described in **Exhibit "A",** Jaguar Heights Subdivision (the "**Subdivision**") and the City requires fire protection for the Subdivision as part of the Subdivision process.

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

1. This agreement pertains only to those areas in the Subdivision which also are within the boundaries of the Certificate of Convenience and Necessity granted to NAWSC in HIDALGO County, Texas and only **with respect to those areas specifically listed in** Exhibit "A". No other parts of NAWSC lines shall be affected by this agreement unless specifically set forth in writing by the parties and adopted by official acts of their respective governing bodies.

2. City shall have access to NAWSC lines with no less than six inches (6") in diameter for the purpose of operating and maintaining a fire hydrant system in accordance with industry standards and all federal, state and local codes and as shown in **Exhibit "B"** (**"Fire Hydrants"**). Such Fire Hydrants to be used solely for the governmental purpose of fire-fighting filling stations. No other use of water shall be made under this agreement. City shall determine if the pressure and volume available on such lines are suitable and sufficient. NAWSC shall gratuitously furnish to City's designated engineer, such waterline modeling information as it may have to the extent such information affects the lines and hydrants shown in Exhibit "A"; such information does not constitute any representation or warranty of any condition and is subject to all limitations, disclaimers, etc. found in this agreement.

3. Except as otherwise provided in this paragraph, all City fire hydrants on NAWSC waterlines or any part of NAWSC's system, shall be used for the governmental purposes of fire-fighting filling stations and shall be painted black with a white bonnet (cap) so as to be designated that they may be available for that limited use in a fire emergency and shall be operated by City such that a positive pressure of no less than 30 p.s.i. is maintained in NAWSC's water line at the point of connection between the water line and the fire hydrant. Should City perform annual testing of each hydrants subject to this agreement so as to determine the color coding attributable to each hydrant under City's fire hydrant coding scheme, City may paint the tested hydrants the appropriate color under that color coding scheme for a period of one (1) year following the test, after which a new test must be done or the hydrant shall be painted black with a white bonnet (cap) until the appropriate test is done. Should a tested and color coded hydrant's condition change after being tested and its condition be such that a different color code is appropriate, City will immediately repaint the hydrant accordingly or should a year expire without a hydrant being re-tested, City will immediately paint it black with a white bonnet (cap) and if City fails to so test and paint City's fire hydrants, NAWSC may (but is not required to) do so at City's expense, such expense to be paid by City to NAWSC upon demand. By allowing a hydrant subject to this agreement to be painted any color other than black with a white bonnet (cap), NAWSC is not representing or warranting that the hydrant is available and suitable for use in a fire emergency.

4. The Fire Hydrants will be constructed by Owner and owned and maintained by City as set out in Exhibit "B." If concrete is used for additional stability, the hydrant weep holes

should not be covered.

5. All water used from NAWSC system will be reported monthly to NAWSC by City. This report will state the estimated amount of water used, the date of use, the location of use and any problems encountered with the Fire Hydrants. Forms will be provided by City.

6. There may be an annual charge by NAWSC for water used in fire protection. Such charge will be established annually by the Board of Directors. However, in no case will water be used for any domestic use, equipment wash-downs or construction purposes or any other purpose other than the actual use in controlling fires and maintaining the Fire Hydrants.

7. Because NAWSC is a rural system that cannot patrol all locations daily, a problem may arise as to the abuse of Fire Hydrants by the taking of water for uses other than fire protection. If this becomes a problem, NAWSC reserves the right to install security devices on all hydrants at the cost of City. Sufficient special wrenches, or keys, will be provided to NAWSC by City at no cost to NAWSC. Should City fail to install the required security devices, NAWSC may install such devices as it deems appropriate at a cost to the City.

8. All Fire Hydrants maintenance, inspection and flushing will be done by City personnel, or those under contract to City, for which City will retain responsibility. A schedule will be set up by City to perform flushing no less frequently than once every six (6) months; maintenance, inspection and testing according to National Fire Protection Association 291 shall be performed by City no less frequently than every twelve (12) months. Such schedule shall be provided to NAWSC in writing no later than thirty (30) days prior to any date shown on the schedule. City will maintain the Fire Hydrants such that they may be used as a temporary water sales point and as a flush valve by NAWSC and if City fails to so maintain the Fire Hydrants, NAWSC may (but is not required to) do so at City's expense, such expense to be paid by City to NAWSC upon demand. NAWSC may use the Fire Hydrants as temporary water sales point and as flush valves in order to assure the sanitary conditions of the potable water. In order to assure the integrity of its system and to maintain the sanitary conditions of the potable water, NAWSC personnel will be present at the times of Fire Hydrants maintenance, inspection and flushing and no such activity will occur without such presence. All Fire Hydrants maintenance, inspection and flushing will be done at City's expense. NAWSC may require such maintenance, inspection, and/or flushing to be made at any time, and after notice of such is given to City, such will be conducted as soon as reasonably possible.

9. All installation and replacement of Fire Hydrants and appurtenances will be performed by those personnel approved by NAWSC and under City's authority and responsibility, but only under NAWSC's inspection for defects in construction that may affect water quality. No installation or replacement of Fire Hydrants and appurtenances may occur without the presence of NAWSC personnel. All expenses involved in the installation and replacement of Fire Hydrants and appurtenances will be borne by City, including a

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

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

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

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

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

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

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

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

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

11. This Agreement is intended to provide NAWSC with all the protections and limitations from liability allowed by the laws as they exist and will exist, including, but not limited to, Texas Water Code §67.0105, and the common law and all the terms and conditions hereof shall be liberally construed to effectuate this purpose and to sustain the validity of this Agreement. The parties agree that this Agreement shall not be construed in favor of or against either party on the basis that the party did or did not author the Agreement. This Agreement constitutes the entire agreement between the parties.

12. This agreement is effective upon execution by the parties and the recordation of Exhibit "A", with the official records of Hidalgo County and continues until terminated by either party in writing, such termination to occur only after written notice by the terminating party at least two (2) months prior to the termination date. All parties may terminate in the event of a default if such default is left uncured for 30 days after giving written notice.

13. Each person, signing below, warrants and represents to the parties to this Agreement, that he has been given full authority to execute this Agreement, such that it binds the party for which he signs to fully fulfill the terms of this Agreement.

14. This Agreement is not executed for the benefit of any third party and its terms shall not be enforceable by or in favor of any person or entity other than the express parties to the Agreement.

15. NAWSC shall have the right to locate the pipe and accessories necessary to provide water for the Fire Hydrants on the Subdivision at a point to be chosen by NAWSC, and shall have access to the Subdivision and equipment constructed by Owner and/or City at all reasonable and necessary times for any purpose with or in the furtherance of its business operations, and upon discontinuance of service, NAWSC shall have the right to

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

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

    a. No direct connection between the public drinking water supply and a potential source of contamination is permitted. Potential sources of contaminations shall be isolated from the Fire Hydrants by an air gap or an appropriate backflow prevention assembly in accordance with state regulations.

    b. No cross-connection between the Fire Hydrants and a private water system is permitted. Potential threats to the public drinking water supply shall be eliminated at the service connection by the proper installation of an air gap or an appropriate backflow prevention assembly. Backflow assemblies require annual inspections and testing by a certified backflow prevention assembly tester and documentation of the inspections reflecting proper installation, maintenance, and operation must be provided to NAWSC no later than 30 days after the inspection.

    c. No connection which allows condensing, cooling, industrial process water, or any water of unknown quality to be returned to the Fire Hydrants or the public drinking water supply is permitted.

    d. No pipe or pipe fitting which contains more than 8.0% lead may be used for the installation or repair of the plumbing in the Fire Hydrants.

    e. No solder or flux which contains more than 0.2% lead may be used for the installation or repair of the plumbing in the Fire Hydrants.

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

applicable.

18. City agrees that the maximum amount of liability to City that may be incurred by NAWSC by virtue of any noncompliance with the terms of this Agreement is limited to the amount of fees paid by City to NAWSC for services provided under this Agreement during the calendar year in which the noncompliance occurs.

19. Any expenses associated with the enforcement of the Agreement shall be paid to NAWSC upon presentation to City, and in compliance with the Texas Prompt Payment Act.

20. Should any amounts to be paid by any party hereto, remain unpaid after the date the payment is due, such unpaid amount shall accrue interest in compliance with the Texas Prompt Payment Act.

21. In the event any litigation arises out of this Agreement between the parties hereto, the non-prevailing party shall pay the prevailing party all reasonable and necessary attorney's fees, expert fees, expenses and costs of court expended or incurred in connection with the litigation pursuant to Section 271.153 of the Texas Local Government Code or similar authority effective at the time of the execution of this Agreement.

22. If any part, term, or provision of this Agreement is held by the courts to be illegal, invalid, or otherwise unenforceable, such illegality, invalidity, or enforceability shall not affect the validity of any other part, term, or provision, and the rights of the parties will be construed as if the part, term, or provision was never part of this Agreement.

23. The Agreement may be supplemented, amended, or modified only by the mutual agreement of the parties. No supplement, amendment, or modification of this Agreement shall be binding unless it is in writing and signed by all parties.

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

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

THE CITY OF EDINBURG
415 W. University Dr.
Edinburg, Texas 78541

ATTEST:

By:_____,
Clarice Balderas, City Secretary

By: _____,
Myra L. Ayala, City Manager

APPROVED AS TO FORM:

By:_____,
Josephine Ramirez Solis, City Attorney

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

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

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

_____
Notary Public in and for the State of Texas

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

By: _____
Steven P. Sanchez, General Manager

APPROVED AS TO FORM:

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

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

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

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

_____
Notary Public in and for the State of Texas

EXHIBIT "A"

An 18.806 Acre Tract of Land, situated in Hidalgo County, Texas and being the south one-half (½) of Lot 6, Section 249, TEXAS-MEXICAN RAILWAY COMPANY SURVEY as per Map recorded in Volume 1, Page 21, Map Records of Hidalgo County, Texas.

JAGUAR HEIGHTS SUBDIVISION

A 16.646 ACRES OF LAND SITUATED IN HIDALGO COUNTY, TEXAS, AND BEING THE SOUTH ONE HALF OF LOT 1, SECTION 198, SOUTH-MISSION GARDENS (PLANNED SUBDIVISION) AS PER MAP RECORDED IN VOLUME 1, PAGE 31, HIDALGO COUNTY, TEXAS

STATE OF TEXAS
COUNTY OF HIDALGO

I, (WE) THE UNDERSIGNED OWNER(S) OF THE LAND OVER ON THIS PLAT, AND DESIGNATED HEREIN AS JAGUAR HEIGHTS SUBDIVISION (SUBDIVISION OF THE CITY OF EDINBURG, AND WHOSE NAME IS SUBSCRIBED HERETO, HEREBY DEDICATE TO THE USE OF THE PUBLIC FOREVER ALL STREETS, PARKS, WATER COURSES, DRAINS, EASEMENTS AND PUBLIC PLACES THEREON SHOWN FOR THE PURPOSE OF CONSIDERATION THEREIN EXPRESSED.

JOF TEXAS PROPERTIES, LLC
ROBERT CHAVALIS, CEO MANAGER
1400 EAST AVE
MCALLEN, TEXAS 78501

DATE

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, ON THIS DAY PERSONALLY APPEARED ROBERT CHAVALIS, CEO PRESIDENT TO ME THROUGH HIS TEXAS DEPARTMENT OF PUBLIC SAFETY DRIVER LICENSE, TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND, BEING BY ME FIRST DULY SWORN, DECLARED THAT THE STATEMENTS CONTAINED THEREIN ARE TRUE AND CORRECT, AND ACKNOWLEDGED THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED, GIVEN UNDER MY HAND AND SEAL OF OFFICE.
THIS _____ DAY OF _____ 20 ___

NOTARY PUBLIC, HIDALGO COUNTY, TEXAS

MAYOR'S CERTIFICATION
I, THE UNDERSIGNED MAYOR OF THE CITY OF EDINBURG HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THIS CITY WHEREIN BY APPROVAL IS REQUIRED.

MAYOR'S SIGNATURE — DATE
ATTEST: CITY SECRETARY — DATE

PLANNING & ZONING COMMISSION CERTIFICATION
I, THE UNDERSIGNED CHAIRPERSON OF THE PLANNING AND ZONING COMMISSION OF THE CITY OF EDINBURG HEREBY CERTIFY THAT THIS SUBDIVISION PLAT SHOWN AS JAGUAR HEIGHTS SUBDIVISION CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THIS CITY WHERE IT BY APPROVAL IS REQUIRED AND HAS BEEN APPROVED FOR RECORDING ON THE _____ DAY OF _____ 20 ___

CHAIRPERSON, PLANNING & ZONING COMMISSION — DATE

APPROVED BY DRAINAGE DISTRICT:
HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE DRAINAGE ORDINANCE OF THE DISTRICT ADOPTED UNDER TEXAS WATER CODE AS AMENDED. THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE DRAINAGE STRUCTURES DESIGNED AND APPROPRIATE FOR THE SPECIFIC SUBDIVISION, BASED ON HYDROLOGY ACCEPTED ENGINEERING CRITERIA, IT IS THE RESPONSIBILITY OF THE DEVELOPER AND HIS ENGINEER TO MAKE THESE DETERMINATIONS.

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

RAUL E. SESNA, P.E., C.F.M.
GENERAL MANAGER — DATE

IRRIGATION DISTRICT:
THE PLAT APPROVED BY HIDALGO COUNTY IRRIGATION DISTRICT NO. 1 ON THIS THE DAY OF _____ 20 ___

NO IMPROVEMENTS OF ANY KIND SHALL BE PLACED ON R.O.W. NO 1 RIGHT-OF-WAY OR EASEMENTS WITHOUT THE EXPRESSED PERMISSION OF THE R.O.W. NO 1

MANAGER — SECRETARY

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY MADE FROM AN ACTUAL SURVEY MADE ON THE GROUND OF THE PROPERTY LEGALLY DESCRIBED HEREON, AND THAT THERE ARE NO APPARENT EASEMENTS, CONFLICTS, ENCROACHMENTS OR INTERFERENCES, WHICH WERE LAID ON GROUND IN PLACE EXCEPT AS SHOWN ON THE ACCOMPANYING PLAT, AND THAT THE CORNER MONUMENTS SHOWN THEREON WERE PROPERLY PLACED UNDER MY SUPERVISION IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF THE CITY OF EDINBURG, TEXAS

DATED THIS THE _____ DAY OF _____, 20 ___

REYNALDO BENAVIDES
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 4653
HIDALGO, TEXAS

STATE OF TEXAS
COUNTY OF HIDALGO

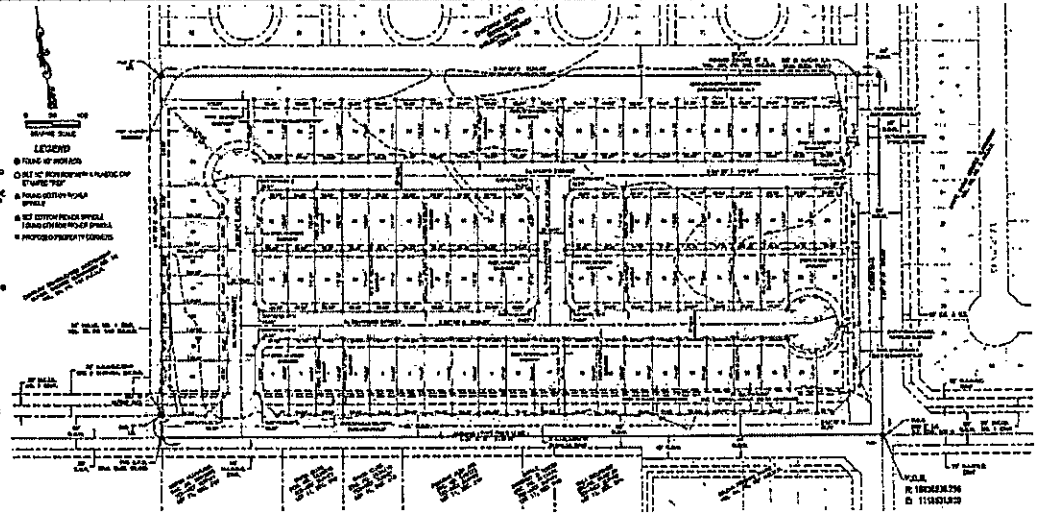
I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THE PROPOSED SUBDIVISION CONSIDERATIONS HAVE BEEN GIVEN TO THIS PLAT.

RAUL E. SESNA, P.E., C.F.M.
REGISTERED PROFESSIONAL ENGINEER
NO. 54448
MCALLEN, TEXAS 78504

DATE

PRINCIPAL CONTACTS:

	NAME	ADDRESS	CITY & ZIP	PHONE	FAX
OWNER	ROBERT CHAVALIS	1400 EAST AVE	MCALLEN, TX. 78501	(956) 687-4567	(956) 682-9731
ENGINEER	RAUL E. SESNA, P.E.	905 S. VIOLET RD.	MCALLEN, TX. 78504	(956) 687-5600	(956) 682-1099
SURVEYOR	REYNALDO BENAVIDES	P.O. BOX 476	MCALLEN, TX 78505	(956) 686-2-4123	(956) 686-3011



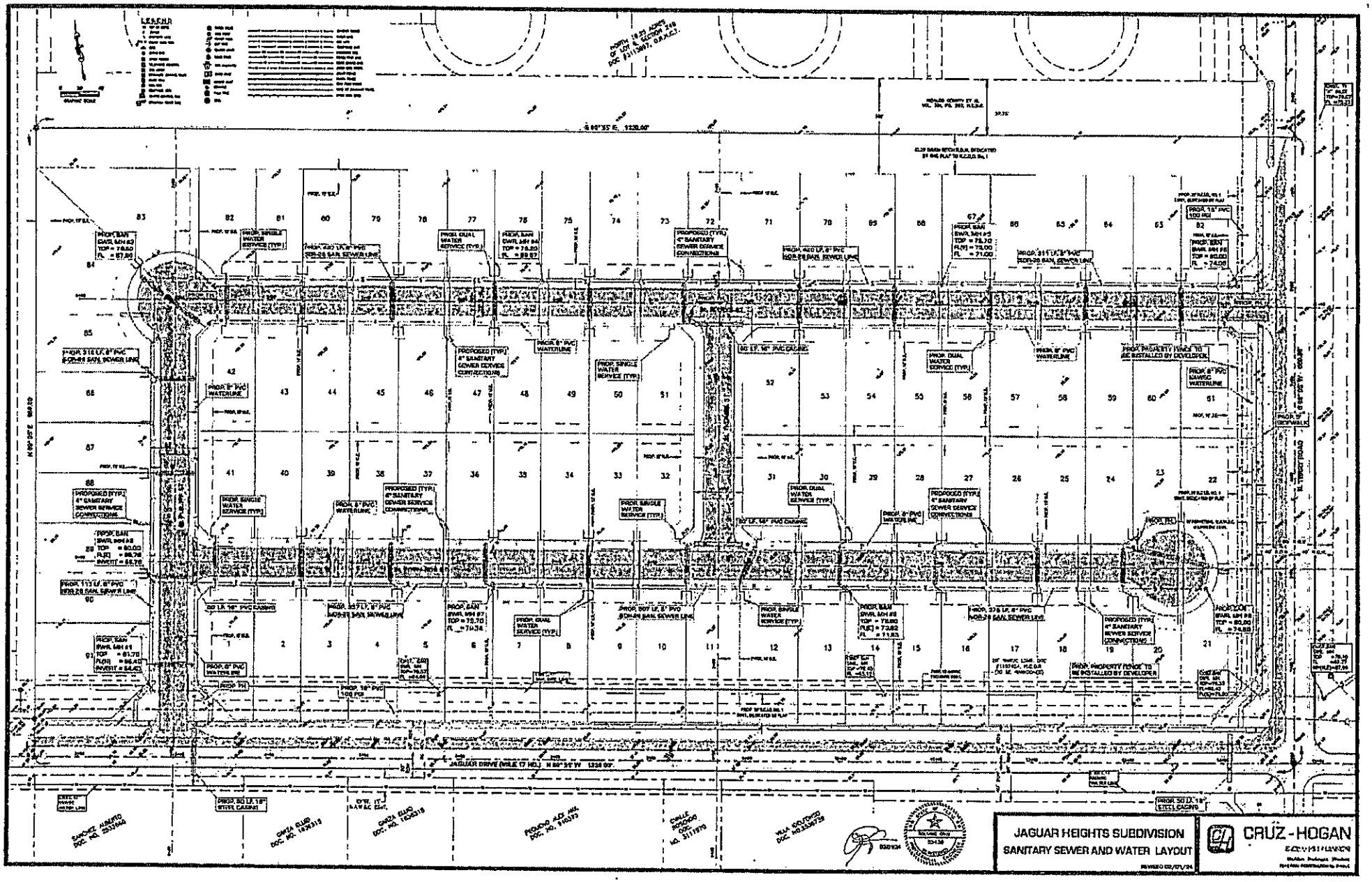
LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY:

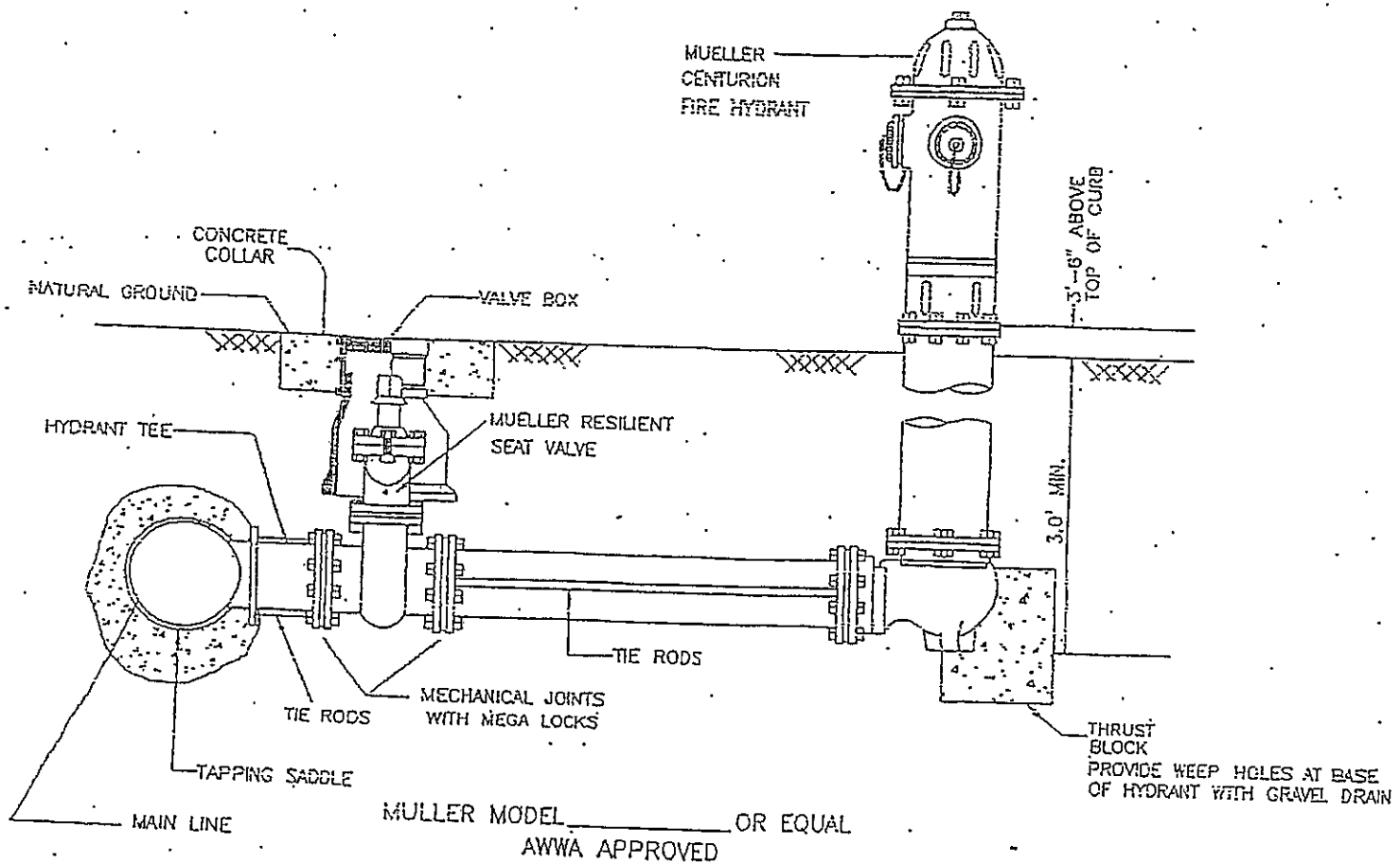
JAGUAR HEIGHTS SUBDIVISION IS SITUATED IN THE EXTRA TERRITORIAL JURISDICTION OF THE CITY OF EDINBURG, HIDALGO COUNTY, TEXAS, AND IS THE SUBDIVISION OF JAGUAR HEIGHTS SUBDIVISION, AS PER MAP RECORDED IN VOLUME 1, PAGE 31, HIDALGO COUNTY, TEXAS, AND THE SOUTH ONE HALF OF LOT 1, SECTION 198, SOUTH-MISSION GARDENS (PLANNED SUBDIVISION)

EXHIBIT "B"

Fire Hydrant Installation

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


JAGUAR HEIGHTS SUBDIVISION
SANITARY SEWER AND WATER LAYOUT
CRUZ-HOGAN
JAGUAR DRIVE (MILE 17 RD.)



MULLER MODEL_____OR EQUAL
AWWA APPROVED

NAWSC FIRE HYDRANT

(NOT TO SCALE)