



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 19, 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. MAYOR'S REPORT

- A. National Civic League

5. CITY MANAGER'S REPORT

- A. Media and Communications Department
- B. Larry Ayala, Assistant Director of Public Works
- C. State Highway 68 (SH68) Update
- D. Code of Ordinances Regarding Speed Humps

6. PROCLAMATIONS/RECOGNITIONS

- A. Presentation Recognizing the 2024-2025 Mayor's Youth Advisory Council Members. [Clarice Y. Balderas, City Secretary]
- B. Presentation of Proclamation Recognizing Salvador A. Robles, Emergency Medical Technician-Licensed Paramedic for his Dedication to Serving the South Texas Region. [Clarice Y. Balderas, City Secretary Department]
- C. Presentation of Proclamation Recognizing November 2024 as Children's Grief Awareness Month as

Requested by Noelyn G. Llasos, Children's Bereavement Center Rio Grande Valley. [Clarice Y. Balderas, City Secretary Department]

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

7. 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.

8. ELECTION

- A.** Canvass the Returns and Declare the Results of the Special Municipal Election Held on November 05, 2024. [Clarice Y. Balderas, City Secretary]
- B.** Consider Ordinance Canvassing the Returns and Declaring the Results of the Special Municipal Election held on November 05, 2024. [Clarice Y. Balderas, City Secretary]

9. PRESENTATION AND REPORT

- A.** Presentation and Discussion on the Proposed West and East Owassa Road Sanitary Sewer Improvements. [Gerardo Carmona Jr., P.E., Director of Utilities]

10. PUBLIC HEARINGS

- A.** Hold Public Hearing and Consider the Ordinance Providing for the Rezoning Request from Residential, Primary (RP) District to Residential, Urban & Townhome (RU) District, a 0.51 Acre Tract of Land, Being the West 36 Feet of Lot 1, All of Lot 2, and the East 39 Feet of Lot 3, Block 8, Enfield Estates Subdivision, an Addition to the City of Edinburg, Hidalgo County, Texas, as Per Map Recorded in Volume 4, Page 27, Map Records of Hidalgo County, Texas, Located at 102 Hollywood Street, as Requested by Judith Michelle Benavides & Eliseo Garza Jr. [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, Neighborhood (CN) District, a 0.18 Acre Tract of Land out of Lot 1, Block 8, Enfield Estates Subdivision, an Addition to the City of Edinburg, Hidalgo County, Texas, as Per Map Recorded in Volume 4, Page 27, Map Records of Hidalgo County, Texas, Located at 2201 Tourist Drive, as Requested by Judith Michelle Benavides & Eliseo Garza Jr. [Jaime Acevedo, Director of Planning & Zoning]
- C.** Hold Public Hearing and Consider the Ordinance Providing for the Special Use Permit for On-Premise Consumption of Alcoholic Beverages, Edinburg Townsite Subdivision, Lots 7 Through 12, Block 214, Located at 201 North 7th Avenue, as Requested by Raul Correa on Behalf of Edinburg Economic Development Corporation (EEDC). [Jaime Acevedo, Director of Planning & Zoning]

11. PETITION

- A. Consider the Petition Providing for the Voluntary Annexation of 19.354 Acres Out of and Forming a Part of Lots 3 and 4, Section 247, Texas-Mexican Railway Company's Survey, Recorded in Volume 2, Page 29, Hidalgo County Map Records, Hidalgo County, Texas, Located at 3601 North Cesar Chavez Road, as Requested by Melden & Hunt Inc., on Behalf of Frank G. Herrera and Elizabeth Y. Herrera. [Jaime Acevedo, Director of Planning & Zoning]

12. ORDINANCES

- A. Consider Ordinance Amending the Authorized Strength and Classifications of the City of Edinburg Police Officers. [Belinda Torres, Director of Human Resources/Civil Service]
- B. Consider Ordinance Amending the Code of Ordinances of the City of Edinburg Title XI: Business Regulations, Chapter 110 Alcoholic Beverages, by Amending Section 110.11 Bring Your Own Beverage Establishments, by Adding Subsection (H) Penalty for Violations to Section 110.11. [Josephine Ramirez Solis, City Attorney]

13. CONTRACTUALS

- A. Consider Authorizing the City Manager to Enter Into Job Task Order No. 1 for Professional Services for Freddy Gonzalez Street Improvements, with GDJ Engineering for an Amount Not to Exceed \$385,847.56 and Execute Any Documents Related Thereto Pursuant to City's Ordinances and Procurement Policies. [Mardoqueo Hinojosa, P.E., CFM, City Engineer]

14. RESOLUTIONS

- A. Consider Resolution Authorizing the City Manager to Submit a Grant Application for Faysville Drainage Improvements to the Texas General Land Office Under the Disaster Recovery Reallocation Program (DRRP) Grant and Execute Grant Documents Relating Thereto. [Mardoqueo Hinojosa, P.E., CFM, CPM, City Engineer]
- B. Consider Resolution Casting the Votes for Candidate(s) to the Hidalgo County Appraisal District's Board of Directors for 2025-2027. [Clarice Y. Balderas, City Secretary]

15. AWARDING OF BIDS

- A. Consider Authorizing the Purchase of Two (2) Flygt Pumps from Southern Trenchless Solutions, Through the Local Government Purchasing Cooperative (BuyBoard) Contract No. 730-24, in the Amount Not to Exceed \$181,610.00. [Gerardo Carmona Jr., P.E., Director of Utilities]
- B. Consider Authorizing the Purchase of One (1) 2000 Gallon Distributor Truck from Doggett Freightliner of Austin, Texas Through the Texas Local Government Purchasing Cooperative (TIPS) Contract No. 230-802 in the Amount of \$257,108.75. [Vincent A. Romero, CPM, Public Works Director]
- C. Consider Authorizing the Purchase of a 2024 480xi-260H Reclaimer/Stabilizer "HOT ROD" from Asphalt Zipper in Through Houston Galveston Area Council (HGAC) Contract No. SM 10-20 in the Amount of \$287,450.00. [Vincent Romero, Director of Public Works]
- D. Consider Awarding RFP No. 2024-022, Pest Control Services to Last Defense Pest Control, LLC the Highest-Ranking Proposal 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]

- E.** Consider Authorizing the Expenditure for the Replacement of the Undercarriage Assembly and Track System of the 1050K Dozer, Unit 1152, by Doggett Heavy Machinery of San Juan, Tx. in the Amount of \$54,142.14. [Ramiro L. Gomez, Director Solid Waste Management]
- F.** Consider Authorizing the Expenditure for the Repair of Commercial Unit 483, by Rush Truck Centers in Pharr, Texas, in the Amount of \$82,131.89. [Ramiro L. Gomez, Director Solid Waste Management]
- G.** Consider Authorizing the Purchase of Two Traffic Message Boards from Triple-S Steel Supply, LLC dba Alamo Iron Works Through the Local Government Purchasing Cooperative (BuyBoard) in the Amount Not to Exceed \$39,038.24. [Ramiro L. Gomez, Director of Solid Waste Management]
- H.** Consider Awarding Bid No. 2025-2, Purchase of Four (4) Half-Ton Truck(s) to Sames McAllen Ford of McAllen, Texas in the Amount of \$219,984. [Ramiro L. Gomez, Director of Solid Waste Management]
- I.** Consider Authorizing the Expenditure for the Replacement of the Undercarriage Assembly and Track System of the 336FL Excavator, Unit 1147, by Holt Caterpillar of Edinburg, Texas in the Amount of \$44,649.76. [Ramiro L. Gomez, Director Solid Waste Management]
- J.** Consider Authorizing the Purchase of Commercial Metal Containers from Roll-Offs USA through BuyBoard, and Wastequip, LLC Through Sourcewell, Per Unit Price Listed. [Ramiro L. Gomez, Jr., Director of Solid Waste Management]
- K.** Consider Authorizing the Purchase of a Law Enforcement Policy Manual and Daily Training Subscription from Lexipol, LLC, Through Sourcewell Contract No. 01822-LXP in the Amount of \$80,773.20. [Jaime Ayala, Chief of Police]

16. APPOINTMENTS

- A.** Consider Appointments to the Following City Advisory Boards, Councils, Commissions and Committees: Airport Advisory Board of South Texas International Airport of Edinburg, One Member; Community Development Council, One Member; Edinburg Little League, Two Members; Edinburg Public Library Board, One Member; Zoning Board of Adjustments, One Member. [Clarice Y. Balderas, City Secretary]

17. CONSENT AGENDA

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

- A.** Consider Authorizing the City Manager to Renew an Agreement Between the City of Edinburg and Charles Medical Management dba Drug Testing and More (DTM) for an Additional One-Year Term at the Same Rates, Terms and Conditions, and Execute All Documents Related Thereto. [Belinda Torres, Director of Human Resources/Civil Service]
- B.** Consider Authorizing the City Manager to Enter into a Waterline Access Agreement with North Alamo Water Supply Corporation to Provide Fire Protection Services to Provence Ridge Subdivision. [Gerardo Carmona Jr, P.E., Director of Utilities]

- C. Consider Authorizing the City Manager to Enter Into a Waterline Access Agreement with North Alamo Water Supply Corporation to Provide Fire Protection Services to the Edinburg Service Center. [Gerardo Carmona Jr, P.E., Director of Utilities]
- D. Consider Authorizing the Disposition of Approximately 88 Cubic Feet (Boxes of Letter Size Records) of Non-Vital City Records in Accordance with City's Records Management Program and the Texas State Library and Archives Commission Local Records Retention Schedules. [Clarice Y. Balderas, City Secretary]
- E. Consider Approving the City Council Minutes for the following: 2024 Regular Meetings: August 20, 2024, and September 03, 2024, and 2024 Special Meetings: July 11, 2024, July 16, 2024, and July 30, 2024. [Clarice Y. Balderas, City Secretary]
- F. Consider Canceling the Tuesday, December 17, 2024 City Council Regular Meeting. [Clarice Y. Balderas, City Secretary]

18. OTHER BUSINESS

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

19. 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 Cave. (§551.087. Economic Development Negotiations; Closed Meeting)
- E. Deliberation Regarding Economic Development Matters- Project Magnetic. (§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.

20. 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 15, 2024 at 7:30 p.m.

By: /s/ Clarice Y. Balderas

Clarice Y. Balderas, City Secretary
City of Edinburg, Texas

Disability Access Statement

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



CITY OF EDINBURG - CITY COUNCIL

Meeting Date: November 19, 2024

PROCLAMATIONS/RECOGNITIONS

Agenda Item No: 6.A.

MYAC Members

1. Agenda Item:

Presentation Recognizing the 2024-2025 Mayor's Youth Advisory Council Members. [Clarice Y. Balderas, City Secretary]

2. Description:

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

The Edinburg City Council would like to recognize the 2024-2025 Mayor's Youth Advisory Council and emphasize that new and innovative ideas and projects can be achieved by inviting new and young minds to participate, while giving them leadership skills, experience, confidence, and support to succeed in their future.

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

Edinburg North High School: Jared Calderon

UTRGV-ECISD Collegiate High School: Daniela Delgado, Daniel Gaytan, Karina Salinas

Vanguard Beethoven Academy: Karime Leon, Jillian Renee Rodriguez, Dagoberto Palacios Clemente, Yanelly Garcia, Isabella Casas

World Scholars STISD: Cora Tomai, Kaleb Mercado, Alana Albert

3. Staff's Recommendation:

Recognize the 2024-2025 Mayor's Youth Advisory Council Members.

Reviewed by:

Prepared by:

Clarice Balderas, City
Secretary

Attachments:

None



CITY OF EDINBURG - CITY COUNCIL

Meeting Date: November 19, 2024

PROCLAMATIONS/RECOGNITIONS

Agenda Item No: 6.B.

Proclamation: Salvador A. Robles

1. Agenda Item:

Presentation of Proclamation Recognizing Salvador A. Robles, Emergency Medical Technician-Licensed Paramedic for his Dedication to Serving the South Texas Region. [Clarice Y. Balderas, City Secretary Department]

2. Description:

Mr. Salvador A. Robles is an Emergency Medical Technician-Licensed Paramedic, Certified EMT State of Texas Instructor, Certified State of Texas EMT Advanced Coordinator, and National Registry Paramedic. Mr. Robles implemented the first Paramedic Program in the City of Edinburg, Texas. He became a valley wide consultant for various Emergency Medical Services Providers, helping start and overseeing many Emergency Medical Services.

The Edinburg City Council would like to express their gratitude for his years of dedication and service to the South Texas Region, and wish Mr. Salvador A. Robles continued success.

3. Staff's Recommendation:

Present Proclamation Recognizing Salvador A. Robles, Emergency Medical Technician-Licensed Paramedic for his Dedication to Serving the South Texas Region.

Reviewed by:

Clarice Balderas, City Secretary

Prepared by:

Maria Ortiz, Administrative Assistant

Attachments:

A. Proclamation: Salvador Robles

PROCLAMATION



Salvador A. Robles

**Emergency Medical Technician-Licensed Paramedic, Certified EMT State of Texas Instructor,
Certified State of Texas EMT Advanced Coordinator, and National Registry Paramedic**

WHEREAS, on July 1985, Mr. Salvador Avalos Robles transferred from Imperial Valley College in California to Texas Southmost College in Brownsville, Texas, and was then hired as a Basic EMT Instructor, at the Continuing Education Department of Texas Southmost College in San Benito, Texas; and,

WHEREAS, in January 1986, through Texas Southmost College Mr. Robles launched an Emergency Medical Technician Paramedic program, open to all Emergency Medical Service providers in the Rio Grande Valley; and,

WHEREAS, in June 1988, Mr. Robles implemented the first Paramedic Program in the City of Edinburg, Texas; and,

WHEREAS, in September 1989, Mr. Robles was designated as the City of Brownsville's, EMS Director where he pioneered an Advanced Life Support ambulance service for the citizens of Brownsville; and,

WHEREAS, in August 1991, Mr. Robles assisted the EMT Director of South Texas College with their EMT Training in McAllen, Texas and in October Mr. Robles launched an EMT Training program for Willacy County EMS in Raymondville, Texas; and,

WHEREAS, in April 1990, Mr. Robles implemented an EMT training program for Starr County and in September 1993, Mr. Robles created a Bi National EMS and Fire Training program for the Rio Grande Valley; and,

WHEREAS, in July 1995, Mr. Robles became a consultant for various Emergency Medical Services Providers; and,

WHEREAS, in August 1999, Mr. Robles was the Vice President for Vital Line Emergency Medical Services in Edinburg, Texas. In June 2001, Mr. Robles was appointed the Edinburg Chamber of Commerce Leadership Program Chair; and,

WHEREAS, in September 2003, Mr. Robles founded Vital Line De Mexico, a safe international ambulance transport for American citizens; and an Edinburg Airport Based, air ambulance service for the safe transport of critical medical patients from the Rio Grande Valley, to medical facilities throughout the United States and Mexico; and,

WHEREAS, in January 2007, Mr. Robles was hired as the CEO for Trinidad and Tobago based Eastern Divers, a private company responsible for the contracting of EMS, Fire, Safety and Security for various off shore and on shore oil companies, to include BP, Repsol, Atlantic LNG, and others; and,

WHEREAS, in August 2010, Mr. Robles was recruited by a large construction company to provide the role of a safety/medic for the northern part of Iraq. In December of 2011, he took on a safety/medic supervisor position in the northern provinces of Afghanistan to include Bagram and Jalalabad for the Fluor Daniel Construction firm; and,

WHEREAS, in June 2017, Mr. Robles returned to his Edinburg residence to continue with his, lifelong goal of training personnel in the field of emergency medical pre-hospital care and treatment; and,

WHEREAS, The Edinburg City Council would like to express their gratitude to Salvador A. Robles for his years of dedication and service to the South Texas Region.

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

Mr. Salvador Robles

**Emergency Medical Technician-Licensed Paramedic, Certified EMT State of Texas Instructor, Certified State of Texas
EMT Advanced Coordinator, and National Registry Paramedic**

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 8th 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 19, 2024

PROCLAMATIONS/RECOGNITIONS

Agenda Item No: 6.C.

Proclamation: Children's Grief Awareness Month

1. Agenda Item:

Presentation of Proclamation Recognizing November 2024 as Children's Grief Awareness Month as Requested by Noelyn G. Llasos, Children's Bereavement Center Rio Grande Valley. [Clarice Y. Balderas, City Secretary Department]

2. Description:

Grief impacts numerous children in the Rio Grande Valley who have experienced the loss of a loved one, and it affects their emotional, mental, and physical health in ways that can have lasting effects throughout their lives. The Children's Bereavement Center Rio Grande Valley, along with community partners, is dedicated to providing support and resources to help grieving children and families throughout the healing process.

The Edinburg City Council is committed to ensuring that all young people receive the emotional care and understanding they need during difficult times, thereby building a community where children feel safe, supported, and validated.

3. Staff's Recommendation:

Presentat Proclamation Recognizing November 2024 as Children's Grief Awareness Month as Requested by Noelyn G. Llasos, Children's Bereavement Center Rio Grande Valley.

Reviewed by:

Clarice Balderas, City Secretary

Prepared by:

Maria Ortiz, Administrative Assistant

Attachments:

A. Proclamation: Children's Grief Awareness Month

PROCLAMATION



CHILDREN'S GRIEF AWARENESS MONTH NOVEMBER 2024

WHEREAS, grief impacts numerous children in the Rio Grande Valley who have experienced the loss of a loved one, and it affects their emotional, mental, and physical health in ways that can have lasting effects throughout their lives; and

WHEREAS, , many grieving children suffer in silence, as there is often a lack of awareness, understanding, and support for young people coping with profound loss, resulting in feelings of isolation and loneliness; and,

WHEREAS, the Children's Bereavement Center Rio Grande Valley, along with community partners, is dedicated to providing support and resources to help grieving children and families throughout the healing process; and,

WHEREAS, by recognizing November as Children's Grief Awareness Month and November 21, 2024, as Children's Grief Awareness *Day*, we can educate our community, raise awareness, and foster compassionate support for grieving children; and,

WHEREAS, , the City of Edinburg is committed to ensuring that all young people receive the emotional care and understanding they need during difficult times, thereby building a community where children feel safe, supported, and validated.

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 2024 as:

CHILDREN'S GRIEF AWARENESS MONTH

and strongly encourage everyone to wear blue on November 21, 2024, and participate in community events, and join the efforts to spread awareness and support grieving children and their families.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Edinburg, Texas, a Municipal Corporation, to be affixed on this the 19th day of 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 19, 2024

PROCLAMATIONS/RECOGNITIONS

Agenda Item No: 6.D.

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

1. **Agenda Item:**

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

2. **Description:**

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

The recipient for the month of October 2024 is Eric R. Martinez, Equipment Operator II with the Public Works Department/Right of Way Division.

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

The Edinburg City Council would like to recognize Eric R. Martinez for being a loyal, dedicated employee of the City of Edinburg.

3. **Staff's Recommendation:**

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

Reviewed by:

Prepared by:

Belinda Torres, Director of
Human Resources/Civil
Service

Attachments:

None



CITY OF EDINBURG - CITY COUNCIL

Meeting Date: November 19, 2024

ELECTION

Agenda Item No: 8.A.

Canvass of the Special Municipal Election

1. Agenda Item:

Canvass the Returns and Declare the Results of the Special Municipal Election Held on November 05, 2024. [Clarice Y. Balderas, City Secretary]

2. Description:

The Mayor shall read aloud the official canvass of the election returns of the November 05, 2024 Special Municipal Election to canvass the returns and declare the results.

The official canvassing of the election returns and results is in accordance with the Texas Election Code Section 67.003 and Section 67.004 as follows:

Sec. 67.003. TIME FOR LOCAL CANVASS.

- (a) Repealed by Acts 2017, 85th Leg., R.S., Ch. 992 (H.B. 929), Sec. 3, eff. September 1, 2017.
- (b) Except as provided by Subsection (c), each local canvassing authority shall convene to conduct the local canvass at the time set by the canvassing authority's presiding officer not later than the 11th day after election day and not earlier than the later of: (1) the third day after election day; (2) the date on which the early voting ballot board has verified and counted all provisional ballots, if a provisional ballot has been cast in the election; or (3) the date on which all timely received ballots cast from addresses outside of the United States are counted, if a ballot to be voted by mail in the election was provided to a person outside of the United States. (c) In an election described by Section 65.051(a-1), the time for the local canvass may be set not later than the 14th day after election day.

Sec. 67.004. PROCEDURE FOR LOCAL CANVASS.

- a) At the time set for convening the canvassing authority for the local canvass, the presiding officer of the canvassing authority shall deliver the sealed precinct returns to the authority. The authority shall open the returns for each precinct and canvass them as provided by this section. Two members of the authority constitute a quorum for purposes of canvassing an election.
- (b) The canvassing authority shall prepare a tabulation stating for each candidate and for and against each measure: (1) the total number of votes received in each precinct; and (2) the sum of the precinct totals tabulated under Subdivision (1).
- (b-1) The tabulation in Subsection (b) must also include for each precinct the total number of voters who cast a ballot for a candidate or for or against a measure in the election. The secretary of state shall prescribe any procedures necessary to implement this subsection.
- (c) The canvassing authority may prepare the tabulation as a separate document or may enter the tabulation directly in the local election register maintained for the authority. The authority shall attach or include as part of the tabulation the report of early voting votes by precinct received under Section 87.1231.

(d) The canvassing authority may compare the precinct returns with the corresponding tally list. If a discrepancy is discovered between the vote totals shown on the returns and those shown on the tally list for a precinct, the presiding judge of the precinct shall examine the returns and tally list and make the necessary corrections on the returns.

(e) On completion of the canvass, the presiding officer of the canvassing authority shall deliver the tabulation to the custodian of the local election register unless it is entered directly in the election register. The custodian shall preserve the tabulation for the period for preserving the precinct election records.

(f) On completion of the canvass, the presiding officer of the canvassing authority shall deliver the precinct returns, tally lists, and early voting precinct report used in the canvass to the general custodian of election records. The custodian shall preserve them for the period for preserving the precinct election records.

(g) The presiding officer of the canvassing authority shall note the completion of the canvass in the minutes or in the recording required by Section 551.021, Government Code.

3. Staff's Recommendation:

Canvass the Returns and Declare the Results of the Special Municipal Election Held on November 05, 2024.

Reviewed by:

Prepared by:
Clarice Balderas, City
Secretary

Attachments:

A. Official Canvassing

**OFFICIAL CANVASS OF ELECTION RETURNS FOR THE SPECIAL
MUNICIPAL ELECTION HELD ON NOVEMBER 05, 2024**

PROPOSITION A

For	21,592	84.27%
Against	4,031	15.73%
CAST VOTES:	25,623	100.00%
Undervotes:	4,006	
Overvotes:	0	

PROPOSITION B

For	13,434	53.20%
Against	11,818	46.80%
CAST VOTES:	25,252	100.00%
Undervotes:	4,377	
Overvotes:	0	

PROPOSITION C

For	23,573	92.22%
Against	1,990	7.78%
CAST VOTES:	25,563	100.00%
Undervotes:	4,066	
Overvotes:	0	

PROPOSITION D

For	20,410	83.17%
Against	4,131	16.83%
CAST VOTES:	24,541	100.00%
Undervotes:	5,088	
Overvotes:	0	

PROPOSITION E

For	23,173	93.19%
Against	1,693	6.81%
CAST VOTES:	24,866	100.00%
Undervotes:	4,763	
Overvotes:	0	

PROPOSITION F

For	22,142	90.31%
Against	2,377	9.69%
CAST VOTES:	24,519	100.00%
Undervotes:	5,110	
Overvotes:	0	

PROPOSITION G

For	21,085	84.35%
Against	3,912	15.65%
CAST VOTES:	24,997	100.00%
Undervotes:	4,632	
Overvotes:	0	

PROPOSITION H

For	21,568	89.29%
Against	2,587	10.71%
CAST VOTES:	24,155	100.00%
Undervotes:	5,474	
Overvotes:	0	

PROPOSITION I

For	22,493	92.28%
Against	1,881	7.72%
CAST VOTES:	24,374	100.00%
Undervotes:	5,255	
Overvotes:	0	

PROPOSITION J

For	19,805	86.67%
Against	3,047	13.33%
CAST VOTES:	22,852	100.00%
Undervotes:	6,777	
Overvotes:	0	

PROPOSITION K

For	20,535	88.41%
Against	2,691	11.59%
CAST VOTES:	23,226	100.00%
Undervotes:	6,403	
Overvotes:	0	



CITY OF EDINBURG - CITY COUNCIL

Meeting Date: November 19, 2024

ELECTION

Agenda Item No: 8.B.

Ordinance Canvassing of the Special Municipal Election

1. Agenda Item:

Consider Ordinance Canvassing the Returns and Declaring the Results of the Special Municipal Election held on November 05, 2024. [Clarice Y. Balderas, City Secretary]

2. Description:

Staff is presenting the ordinance canvassing the returns and declaring the results of the Special Municipal Election held on November 05, 2024 for Council consideration.

The official canvassing of the election returns and results is in accordance with the Texas Election Code Section 67.003 and Section 67.004 as follows:

Sec. 67.003. TIME FOR LOCAL CANVASS.

(a) Repealed by Acts 2017, 85th Leg., R.S., Ch. 992 (H.B. 929), Sec. 3, eff. September 1, 2017.

(b) Except as provided by Subsection (c), each local canvassing authority shall convene to conduct the local canvass at the time set by the canvassing authority's presiding officer not later than the 11th day after election day and not earlier than the later of: (1) the third day after election day; (2) the date on which the early voting ballot board has verified and counted all provisional ballots, if a provisional ballot has been cast in the election; or (3) the date on which all timely received ballots cast from addresses outside of the United States are counted, if a ballot to be voted by mail in the election was provided to a person outside of the United States. (c) In an election described by Section 65.051(a-1), the time for the local canvass may be set not later than the 14th day after election day.

3. Staff's Recommendation:

Approve Ordinance Canvassing the Returns and Declaring the Results of the Special Municipal Election held on November 05, 2024.

Reviewed by:

Prepared by:

Clarice Balderas, City
Secretary

Attachments:

- A. Ordinance-Election Canvass
- B. Exhibit A Propositions
- C. Exhibit B City of Edinburg Cumulative Results Report
- D. Exhibit B.1 Section Two-Precinct by Precinct
- E. Exhibit B.2 Section Three-Official Canvass Of Election Returns

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF EDINBURG, TEXAS, CANVASSING THE RETURNS OF THE SPECIAL ELECTION HELD ON NOVEMBER 5, 2024 FOR THE PURPOSE OF SUBMITTING TO THE QUALIFIED VOTERS OF THE CITY OF EDINBURG THE ADOPTION OR REJECTION OF CERTAIN PROPOSITIONS EACH PROVIDING FOR AMENDMENT TO THE CITY OF EDINBURG HOME RULE CHARTER; DECLARING RESULTS OF THAT ELECTION; ORDERING THE ADOPTION OF CHARTER AMENDMENTS; ADOPTING THE CHARTER, AS AMENDED; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A CUMULATIVE/REPEALING CLAUSE; PROVIDING A SAVINGS CLAUSE; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, on this the 19th day of November, 2024, the City Council of the City of Edinburg, Texas convened at a Regular Meeting open to the public at the City of Edinburg, City Hall-Council Chambers located at 415 W. University Drive, Edinburg, Texas with the following members present to wit: Mayor Ramiro Garza, Mayor Pro Tem Dan Diaz, Councilmember David White, Councilmember Jason De Leon and Councilmember David Salazar; and,

WHEREAS, the City Council called a special election to be held on November 5, 2024, to consider amendments to the City Charter in the form of Propositions A through K as set forth in the attached Exhibit “A”; and

WHEREAS, the notice of election was given as required by law and the returns of the election have been made by the proper officers and are hereby canvassed by the City Council and attached hereto as Exhibit “B”.

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

SECTION 1: Incorporation of Recitals. The City Council hereby finds that the statements set forth in the recitals are true and correct and the City Council hereby incorporates such recitals as a part of this ordinance.

SECTION 2: The City duly held a special election on November 5, 2024, at which amendments to the City Charter were considered, and at that election, the following votes were cast for the Charter Amendments as follows:

PROPOSITION A:	FOR: 21,592	AGAINST: 4,031
PROPOSITION B:	FOR: 13,434	AGAINST: 11,818
PROPOSITION C:	FOR: 23,573	AGAINST: 1,990
PROPOSITION D:	FOR: 20,410	AGAINST: 4,131
PROPOSITION E:	FOR: 23,173	AGAINST: 1,693
PROPOSITION F:	FOR: 22,142	AGAINST: 2,377
PROPOSITION G:	FOR: 21,085	AGAINST: 3,912
PROPOSITION H:	FOR: 21,568	AGAINST: 2,587

PROPOSITION I:	FOR: 22,493	AGAINST: 1,881
PROPOSITION J:	FOR: 19,805	AGAINST: 3,047
PROPOSITION K:	FOR: 20,535	AGAINST: 2,691

SECTION 3: The City Council of the City of Edinburg, Texas, hereby, finds that the election returns are attached hereto as Exhibit “B” and hereby canvassed.

SECTION 4: The City further declares that the Propositions A through K have been approved by the voters as shown in the attached election returns and in accordance with the law.

SECTION 5: In compliance with Section 9.005(b) of the Texas Local Government Code, Propositions A through K are adopted as amendments to the City Charter and the provisions of the City Charter as amended will read as shown in the attached Exhibit “A”.

SECTION 6: In compliance with Section 9.007(a) of the Texas Local Government Code, the City Manager shall certify to the Secretary of State an authenticated copy of the City Charter amendments under the City seal showing approval by the City voters.

SECTION 7: In compliance with Section 9.008 of the Texas Local Government Code, the City Secretary shall record in the Office of the City Secretary they City Charter amendments adopted by the voters of the municipality as evidenced by this Ordinance

SECTION 8: SEVERABILITY. 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 9: EFFECTIVE DATE. This Ordinance 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 19th day of November, 2024.

CITY OF EDINBURG, TEXAS

By: _____
Ramiro Garza, Mayor

ATTEST:

By: _____
Clarice Balderas, City Secretary

APPROVED AS TO FORM:

City Attorney's Office

By: _____
Josephine Ramirez-Solis, City Attorney

PROPOSITIONS

Charter Proposition A

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

Charter Proposition B

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

Charter Proposition C

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

Charter Proposition D

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

Charter Proposition E

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

Charter Proposition F

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

Charter Proposition G

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

Charter Proposition H

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

Charter Proposition I

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

Charter Proposition J

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

Charter Proposition K

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



City of Edinburg Special Election

Official Canvass Of Election Returns

November 5, 2024

City of Edinburg Special Election

Election Returns

Canvass

November 5, 2024

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Section One.....Cumulative Report

Section Two.....Precinct by Precinct Report

Section Three.....Canvass Report

Section One

Official Canvass Of Election Returns Cumulative Report

November 5, 2024

City of Edinburg Cumulative

Official

Run Time 8:44 AM

Run Date 11/14/2024

Hidalgo County

General and Local Entities Elections

11/5/2024

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Official Results

Registered Voters

29629 of 447359 = 6.62%

Polling Places Reporting

162 of 162 = 100.00%

Proposition A, City of Edinburg Special

Choice	Party	Absentee Voting		Early Voting		Election Day		Total	
For		567	92.95%	16,117	84.61%	4,908	82.29%	21,592	84.27%
Against		43	7.05%	2,932	15.39%	1,056	17.71%	4,031	15.73%
Cast Votes:		610	100.00%	19,049	100.00%	5,964	100.00%	25,623	100.00%
Undervotes:		90		2,895		1,021		4,006	
Overvotes:		0		0		0		0	

Proposition B, City of Edinburg Special

Choice	Party	Absentee Voting		Early Voting		Election Day		Total	
For		400	65.57%	9,848	52.50%	3,186	54.15%	13,434	53.20%
Against		210	34.43%	8,910	47.50%	2,698	45.85%	11,818	46.80%
Cast Votes:		610	100.00%	18,758	100.00%	5,884	100.00%	25,252	100.00%
Undervotes:		90		3,186		1,101		4,377	
Overvotes:		0		0		0		0	

Proposition C, City of Edinburg Special

Choice	Party	Absentee Voting		Early Voting		Election Day		Total	
For		601	96.47%	17,556	92.33%	5,416	91.41%	23,573	92.22%
Against		22	3.53%	1,459	7.67%	509	8.59%	1,990	7.78%
Cast Votes:		623	100.00%	19,015	100.00%	5,925	100.00%	25,563	100.00%
Undervotes:		77		2,929		1,060		4,066	
Overvotes:		0		0		0		0	

Proposition D, City of Edinburg Special

Choice	Party	Absentee Voting		Early Voting		Election Day		Total	
For		538	89.07%	15,181	83.14%	4,691	82.62%	20,410	83.17%
Against		66	10.93%	3,078	16.86%	987	17.38%	4,131	16.83%
Cast Votes:		604	100.00%	18,259	100.00%	5,678	100.00%	24,541	100.00%
Undervotes:		96		3,685		1,307		5,088	
Overvotes:		0		0		0		0	

City of Edinburg Cumulative

Official

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Run Date 11/14/2024

Hidalgo County

General and Local Entities Elections

11/5/2024

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Official Results

Registered Voters

29629 of 447359 = 6.62%

Polling Places Reporting

162 of 162 = 100.00%

Proposition E, City of Edinburg Special

Choice	Party	Absentee Voting		Early Voting		Election Day		Total	
For		579	95.70%	17,295	93.42%	5,299	92.20%	23,173	93.19%
Against		26	4.30%	1,219	6.58%	448	7.80%	1,693	6.81%
Cast Votes:		605	100.00%	18,514	100.00%	5,747	100.00%	24,866	100.00%
Undervotes:		95		3,430		1,238		4,763	
Overvotes:		0		0		0		0	

Proposition F, City of Edinburg Special

Choice	Party	Absentee Voting		Early Voting		Election Day		Total	
For		559	91.64%	16,496	90.44%	5,087	89.73%	22,142	90.31%
Against		51	8.36%	1,744	9.56%	582	10.27%	2,377	9.69%
Cast Votes:		610	100.00%	18,240	100.00%	5,669	100.00%	24,519	100.00%
Undervotes:		90		3,704		1,316		5,110	
Overvotes:		0		0		0		0	

Proposition G, City of Edinburg Special

Choice	Party	Absentee Voting		Early Voting		Election Day		Total	
For		511	83.91%	15,626	84.02%	4,948	85.44%	21,085	84.35%
Against		98	16.09%	2,971	15.98%	843	14.56%	3,912	15.65%
Cast Votes:		609	100.00%	18,597	100.00%	5,791	100.00%	24,997	100.00%
Undervotes:		91		3,347		1,194		4,632	
Overvotes:		0		0		0		0	

Proposition H, City of Edinburg Special

Choice	Party	Absentee Voting		Early Voting		Election Day		Total	
For		565	92.78%	16,040	89.28%	4,963	88.93%	21,568	89.29%
Against		44	7.22%	1,925	10.72%	618	11.07%	2,587	10.71%
Cast Votes:		609	100.00%	17,965	100.00%	5,581	100.00%	24,155	100.00%
Undervotes:		91		3,979		1,404		5,474	
Overvotes:		0		0		0		0	

Official

General and Local Entities Elections

Registered Voters

29629 of 447359 = 6.62%

Polling Places Reporting

162 of 162 = 100.00%

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Proposition I, City of Edinburg Special

Choice	Party	Absentee Voting		Early Voting		Election Day		Total	
For		573	94.87%	16,766	92.42%	5,154	91.58%	22,493	92.28%
Against		31	5.13%	1,376	7.58%	474	8.42%	1,881	7.72%
Cast Votes:		604	100.00%	18,142	100.00%	5,628	100.00%	24,374	100.00%
Undervotes:		96		3,802		1,357		5,255	
Overvotes:		0		0		0		0	

Proposition J, City of Edinburg Special

Choice	Party	Absentee Voting		Early Voting		Election Day		Total	
For		510	86.73%	14,707	86.54%	4,588	87.08%	19,805	86.67%
Against		78	13.27%	2,288	13.46%	681	12.92%	3,047	13.33%
Cast Votes:		588	100.00%	16,995	100.00%	5,269	100.00%	22,852	100.00%
Undervotes:		112		4,949		1,716		6,777	
Overvotes:		0		0		0		0	

Proposition K, City of Edinburg Special

Choice	Party	Absentee Voting		Early Voting		Election Day		Total	
For		506	90.20%	15,308	88.46%	4,721	88.08%	20,535	88.41%
Against		55	9.80%	1,997	11.54%	639	11.92%	2,691	11.59%
Cast Votes:		561	100.00%	17,305	100.00%	5,360	100.00%	23,226	100.00%
Undervotes:		139		4,639		1,625		6,403	
Overvotes:		0		0		0		0	

*** End of report ***

Section Two

Official Canvass Of Election Returns

Precinct by Precinct Report

November 5, 2024

Official

General and Local Entities Elections

Registered Voters

29629 of 447359 = 6.62%

Polling Places Reporting

162 of 162 = 100.00%

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Page 1

013 2,395 of 4,305 registered voters = 55.63%

Proposition A, City of Edinburg Special

Choice	Party	Absentee Voting		Early Voting		Election Day		Total	
For		66	98.51%	1,438	86.37%	302	86.78%	1,806	86.83%
Against		1	1.49%	227	13.63%	46	13.22%	274	13.17%
Cast Votes:		67	100.00%	1,665	100.00%	348	100.00%	2,080	100.00%
Undervotes:		14		232		69		315	
Overvotes:		0		0		0		0	

Proposition B, City of Edinburg Special

Choice	Party	Absentee Voting		Early Voting		Election Day		Total	
For		53	75.71%	838	50.85%	168	49.12%	1,059	51.41%
Against		17	24.29%	810	49.15%	174	50.88%	1,001	48.59%
Cast Votes:		70	100.00%	1,648	100.00%	342	100.00%	2,060	100.00%
Undervotes:		11		249		75		335	
Overvotes:		0		0		0		0	

Proposition C, City of Edinburg Special

Choice	Party	Absentee Voting		Early Voting		Election Day		Total	
For		73	100.00%	1,554	93.00%	316	91.07%	1,943	92.92%
Against		0	0.00%	117	7.00%	31	8.93%	148	7.08%
Cast Votes:		73	100.00%	1,671	100.00%	347	100.00%	2,091	100.00%
Undervotes:		8		226		70		304	
Overvotes:		0		0		0		0	

Proposition D, City of Edinburg Special

Choice	Party	Absentee Voting		Early Voting		Election Day		Total	
For		63	88.73%	1,325	82.09%	257	81.33%	1,645	82.21%
Against		8	11.27%	289	17.91%	59	18.67%	356	17.79%
Cast Votes:		71	100.00%	1,614	100.00%	316	100.00%	2,001	100.00%
Undervotes:		10		283		101		394	
Overvotes:		0		0		0		0	

Official

General and Local Entities Elections

Registered Voters
29629 of 447359 = 6.62%
Polling Places Reporting
162 of 162 = 100.00%

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013 2,395 of 4,305 registered voters = 55.63%

Proposition E, City of Edinburg Special

Choice	Party	Absentee Voting		Early Voting		Election Day		Total	
For		67	97.10%	1,532	93.82%	307	92.47%	1,906	93.71%
Against		2	2.90%	101	6.18%	25	7.53%	128	6.29%
Cast Votes:		69	100.00%	1,633	100.00%	332	100.00%	2,034	100.00%
Undervotes:		12		264		85		361	
Overvotes:		0		0		0		0	

Proposition F, City of Edinburg Special

Choice	Party	Absentee Voting		Early Voting		Election Day		Total	
For		69	98.57%	1,467	90.67%	303	90.72%	1,839	90.95%
Against		1	1.43%	151	9.33%	31	9.28%	183	9.05%
Cast Votes:		70	100.00%	1,618	100.00%	334	100.00%	2,022	100.00%
Undervotes:		11		279		83		373	
Overvotes:		0		0		0		0	

Proposition G, City of Edinburg Special

Choice	Party	Absentee Voting		Early Voting		Election Day		Total	
For		62	87.32%	1,377	84.01%	291	86.09%	1,730	84.47%
Against		9	12.68%	262	15.99%	47	13.91%	318	15.53%
Cast Votes:		71	100.00%	1,639	100.00%	338	100.00%	2,048	100.00%
Undervotes:		10		258		79		347	
Overvotes:		0		0		0		0	

Proposition H, City of Edinburg Special

Choice	Party	Absentee Voting		Early Voting		Election Day		Total	
For		70	98.59%	1,418	89.63%	277	86.02%	1,765	89.37%
Against		1	1.41%	164	10.37%	45	13.98%	210	10.63%
Cast Votes:		71	100.00%	1,582	100.00%	322	100.00%	1,975	100.00%
Undervotes:		10		315		95		420	
Overvotes:		0		0		0		0	

City of Edinburg Precinct

Official

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Hidalgo County

General and Local Entities Elections

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Official Results

Registered Voters

29629 of 447359 = 6.62%

Polling Places Reporting

162 of 162 = 100.00%

013

2,395 of 4,305 registered voters = 55.63%

Proposition I, City of Edinburg Special

Choice	Party	Absentee Voting		Early Voting		Election Day		Total	
For		67	97.10%	1,495	93.85%	299	90.33%	1,861	93.38%
Against		2	2.90%	98	6.15%	32	9.67%	132	6.62%
Cast Votes:		69	100.00%	1,593	100.00%	331	100.00%	1,993	100.00%
Undervotes:		12		304		86		402	
Overvotes:		0		0		0		0	

Proposition J, City of Edinburg Special

Choice	Party	Absentee Voting		Early Voting		Election Day		Total	
For		58	90.63%	1,309	87.32%	267	86.97%	1,634	87.38%
Against		6	9.38%	190	12.68%	40	13.03%	236	12.62%
Cast Votes:		64	100.00%	1,499	100.00%	307	100.00%	1,870	100.00%
Undervotes:		17		398		110		525	
Overvotes:		0		0		0		0	

Proposition K, City of Edinburg Special

Choice	Party	Absentee Voting		Early Voting		Election Day		Total	
For		59	92.19%	1,380	89.73%	277	89.07%	1,716	89.70%
Against		5	7.81%	158	10.27%	34	10.93%	197	10.30%
Cast Votes:		64	100.00%	1,538	100.00%	311	100.00%	1,913	100.00%
Undervotes:		17		359		106		482	
Overvotes:		0		0		0		0	

City of Edinburg Precinct

Official

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Hidalgo County

General and Local Entities Elections

11/5/2024

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Official Results

Registered Voters

29629 of 447359 = 6.62%

Polling Places Reporting

162 of 162 = 100.00%

014

624 of 1,158 registered voters = 53.89%

Proposition A, City of Edinburg Special

Choice	Party	Absentee Voting		Early Voting		Election Day		Total	
For		26	92.86%	335	85.24%	105	85.37%	466	85.66%
Against		2	7.14%	58	14.76%	18	14.63%	78	14.34%
Cast Votes:		28	100.00%	393	100.00%	123	100.00%	544	100.00%
Undervotes:		0		57		23		80	
Overvotes:		0		0		0		0	

Proposition B, City of Edinburg Special

Choice	Party	Absentee Voting		Early Voting		Election Day		Total	
For		17	62.96%	231	59.08%	77	62.60%	325	60.07%
Against		10	37.04%	160	40.92%	46	37.40%	216	39.93%
Cast Votes:		27	100.00%	391	100.00%	123	100.00%	541	100.00%
Undervotes:		1		59		23		83	
Overvotes:		0		0		0		0	

Proposition C, City of Edinburg Special

Choice	Party	Absentee Voting		Early Voting		Election Day		Total	
For		28	100.00%	352	90.72%	111	90.98%	491	91.26%
Against		0	0.00%	36	9.28%	11	9.02%	47	8.74%
Cast Votes:		28	100.00%	388	100.00%	122	100.00%	538	100.00%
Undervotes:		0		62		24		86	
Overvotes:		0		0		0		0	

Proposition D, City of Edinburg Special

Choice	Party	Absentee Voting		Early Voting		Election Day		Total	
For		21	77.78%	299	81.03%	103	88.79%	423	82.62%
Against		6	22.22%	70	18.97%	13	11.21%	89	17.38%
Cast Votes:		27	100.00%	369	100.00%	116	100.00%	512	100.00%
Undervotes:		1		81		30		112	
Overvotes:		0		0		0		0	

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Registered Voters

29629 of 447359 = 6.62%

Polling Places Reporting

162 of 162 = 100.00%

014

624 of 1,158 registered voters = 53.89%

Proposition E, City of Edinburg Special

Choice	Party	Absentee Voting		Early Voting		Election Day		Total	
For		27	100.00%	347	92.04%	113	94.96%	487	93.12%
Against		0	0.00%	30	7.96%	6	5.04%	36	6.88%
Cast Votes:		27	100.00%	377	100.00%	119	100.00%	523	100.00%
Undervotes:		1		73		27		101	
Overvotes:		0		0		0		0	

Proposition F, City of Edinburg Special

Choice	Party	Absentee Voting		Early Voting		Election Day		Total	
For		27	100.00%	328	88.89%	109	91.60%	464	90.10%
Against		0	0.00%	41	11.11%	10	8.40%	51	9.90%
Cast Votes:		27	100.00%	369	100.00%	119	100.00%	515	100.00%
Undervotes:		1		81		27		109	
Overvotes:		0		0		0		0	

Proposition G, City of Edinburg Special

Choice	Party	Absentee Voting		Early Voting		Election Day		Total	
For		21	77.78%	300	79.16%	95	79.83%	416	79.24%
Against		6	22.22%	79	20.84%	24	20.17%	109	20.76%
Cast Votes:		27	100.00%	379	100.00%	119	100.00%	525	100.00%
Undervotes:		1		71		27		99	
Overvotes:		0		0		0		0	

Proposition H, City of Edinburg Special

Choice	Party	Absentee Voting		Early Voting		Election Day		Total	
For		27	100.00%	328	86.32%	98	83.05%	453	86.29%
Against		0	0.00%	52	13.68%	20	16.95%	72	13.71%
Cast Votes:		27	100.00%	380	100.00%	118	100.00%	525	100.00%
Undervotes:		1		70		28		99	
Overvotes:		0		0		0		0	

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29629 of 447359 = 6.62%

Polling Places Reporting

162 of 162 = 100.00%

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014

624 of 1,158 registered voters = 53.89%

Proposition I, City of Edinburg Special

Choice	Party	Absentee Voting		Early Voting		Election Day		Total	
For		25	92.59%	338	90.13%	103	86.55%	466	89.44%
Against		2	7.41%	37	9.87%	16	13.45%	55	10.56%
Cast Votes:		27	100.00%	375	100.00%	119	100.00%	521	100.00%
Undervotes:		1		75		27		103	
Overvotes:		0		0		0		0	

Proposition J, City of Edinburg Special

Choice	Party	Absentee Voting		Early Voting		Election Day		Total	
For		21	84.00%	297	83.90%	96	88.07%	414	84.84%
Against		4	16.00%	57	16.10%	13	11.93%	74	15.16%
Cast Votes:		25	100.00%	354	100.00%	109	100.00%	488	100.00%
Undervotes:		3		96		37		136	
Overvotes:		0		0		0		0	

Proposition K, City of Edinburg Special

Choice	Party	Absentee Voting		Early Voting		Election Day		Total	
For		18	81.82%	315	85.60%	96	88.89%	429	86.14%
Against		4	18.18%	53	14.40%	12	11.11%	69	13.86%
Cast Votes:		22	100.00%	368	100.00%	108	100.00%	498	100.00%
Undervotes:		6		82		38		126	
Overvotes:		0		0		0		0	

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Registered Voters

29629 of 447359 = 6.62%

Polling Places Reporting

162 of 162 = 100.00%

030

2,782 of 5,469 registered voters = 50.87%

Proposition A, City of Edinburg Special

Choice	Party	Absentee Voting		Early Voting		Election Day		Total	
For		31	81.58%	1,443	83.27%	533	81.75%	2,007	82.83%
Against		7	18.42%	290	16.73%	119	18.25%	416	17.17%
Cast Votes:		38	100.00%	1,733	100.00%	652	100.00%	2,423	100.00%
Undervotes:		3		269		87		359	
Overvotes:		0		0		0		0	

Proposition B, City of Edinburg Special

Choice	Party	Absentee Voting		Early Voting		Election Day		Total	
For		23	60.53%	883	51.94%	347	54.22%	1,253	52.69%
Against		15	39.47%	817	48.06%	293	45.78%	1,125	47.31%
Cast Votes:		38	100.00%	1,700	100.00%	640	100.00%	2,378	100.00%
Undervotes:		3		302		99		404	
Overvotes:		0		0		0		0	

Proposition C, City of Edinburg Special

Choice	Party	Absentee Voting		Early Voting		Election Day		Total	
For		38	97.44%	1,593	92.35%	589	92.76%	2,220	92.54%
Against		1	2.56%	132	7.65%	46	7.24%	179	7.46%
Cast Votes:		39	100.00%	1,725	100.00%	635	100.00%	2,399	100.00%
Undervotes:		2		277		104		383	
Overvotes:		0		0		0		0	

Proposition D, City of Edinburg Special

Choice	Party	Absentee Voting		Early Voting		Election Day		Total	
For		28	75.68%	1,333	81.68%	504	81.55%	1,865	81.55%
Against		9	24.32%	299	18.32%	114	18.45%	422	18.45%
Cast Votes:		37	100.00%	1,632	100.00%	618	100.00%	2,287	100.00%
Undervotes:		4		370		121		495	
Overvotes:		0		0		0		0	

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29629 of 447359 = 6.62%

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162 of 162 = 100.00%

030

2,782 of 5,469 registered voters = 50.87%

Proposition E, City of Edinburg Special

Choice	Party	Absentee Voting		Early Voting		Election Day		Total	
For		35	92.11%	1,561	93.47%	575	91.41%	2,171	92.90%
Against		3	7.89%	109	6.53%	54	8.59%	166	7.10%
Cast Votes:		38	100.00%	1,670	100.00%	629	100.00%	2,337	100.00%
Undervotes:		3		332		110		445	
Overvotes:		0		0		0		0	

Proposition F, City of Edinburg Special

Choice	Party	Absentee Voting		Early Voting		Election Day		Total	
For		35	92.11%	1,500	90.42%	548	88.24%	2,083	89.86%
Against		3	7.89%	159	9.58%	73	11.76%	235	10.14%
Cast Votes:		38	100.00%	1,659	100.00%	621	100.00%	2,318	100.00%
Undervotes:		3		343		118		464	
Overvotes:		0		0		0		0	

Proposition G, City of Edinburg Special

Choice	Party	Absentee Voting		Early Voting		Election Day		Total	
For		29	74.36%	1,438	85.19%	535	85.19%	2,002	85.01%
Against		10	25.64%	250	14.81%	93	14.81%	353	14.99%
Cast Votes:		39	100.00%	1,688	100.00%	628	100.00%	2,355	100.00%
Undervotes:		2		314		111		427	
Overvotes:		0		0		0		0	

Proposition H, City of Edinburg Special

Choice	Party	Absentee Voting		Early Voting		Election Day		Total	
For		35	92.11%	1,473	90.53%	522	87.15%	2,030	89.66%
Against		3	7.89%	154	9.47%	77	12.85%	234	10.34%
Cast Votes:		38	100.00%	1,627	100.00%	599	100.00%	2,264	100.00%
Undervotes:		3		375		140		518	
Overvotes:		0		0		0		0	

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030

2,782 of 5,469 registered voters = 50.87%

Proposition I, City of Edinburg Special

Choice	Party	Absentee Voting		Early Voting		Election Day		Total	
For		37	97.37%	1,524	92.64%	565	93.08%	2,126	92.84%
Against		1	2.63%	121	7.36%	42	6.92%	164	7.16%
Cast Votes:		38	100.00%	1,645	100.00%	607	100.00%	2,290	100.00%
Undervotes:		3		357		132		492	
Overvotes:		0		0		0		0	

Proposition J, City of Edinburg Special

Choice	Party	Absentee Voting		Early Voting		Election Day		Total	
For		32	86.49%	1,331	86.09%	496	86.41%	1,859	86.18%
Against		5	13.51%	215	13.91%	78	13.59%	298	13.82%
Cast Votes:		37	100.00%	1,546	100.00%	574	100.00%	2,157	100.00%
Undervotes:		4		456		165		625	
Overvotes:		0		0		0		0	

Proposition K, City of Edinburg Special

Choice	Party	Absentee Voting		Early Voting		Election Day		Total	
For		34	91.89%	1,390	88.31%	517	87.18%	1,941	88.07%
Against		3	8.11%	184	11.69%	76	12.82%	263	11.93%
Cast Votes:		37	100.00%	1,574	100.00%	593	100.00%	2,204	100.00%
Undervotes:		4		428		146		578	
Overvotes:		0		0		0		0	

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031

1,315 of 2,582 registered voters = 50.93%

Proposition A, City of Edinburg Special

Choice	Party	Absentee Voting		Early Voting		Election Day		Total	
For		24	100.00%	706	86.95%	250	80.91%	980	85.59%
Against		0	0.00%	106	13.05%	59	19.09%	165	14.41%
Cast Votes:		24	100.00%	812	100.00%	309	100.00%	1,145	100.00%
Undervotes:		7		123		40		170	
Overvotes:		0		0		0		0	

Proposition B, City of Edinburg Special

Choice	Party	Absentee Voting		Early Voting		Election Day		Total	
For		16	66.67%	419	53.04%	172	57.91%	607	54.64%
Against		8	33.33%	371	46.96%	125	42.09%	504	45.36%
Cast Votes:		24	100.00%	790	100.00%	297	100.00%	1,111	100.00%
Undervotes:		7		145		52		204	
Overvotes:		0		0		0		0	

Proposition C, City of Edinburg Special

Choice	Party	Absentee Voting		Early Voting		Election Day		Total	
For		22	91.67%	744	92.65%	273	89.51%	1,039	91.78%
Against		2	8.33%	59	7.35%	32	10.49%	93	8.22%
Cast Votes:		24	100.00%	803	100.00%	305	100.00%	1,132	100.00%
Undervotes:		7		132		44		183	
Overvotes:		0		0		0		0	

Proposition D, City of Edinburg Special

Choice	Party	Absentee Voting		Early Voting		Election Day		Total	
For		21	87.50%	640	81.95%	232	79.73%	893	81.48%
Against		3	12.50%	141	18.05%	59	20.27%	203	18.52%
Cast Votes:		24	100.00%	781	100.00%	291	100.00%	1,096	100.00%
Undervotes:		7		154		58		219	
Overvotes:		0		0		0		0	

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Registered Voters

29629 of 447359 = 6.62%

Polling Places Reporting

162 of 162 = 100.00%

031

1,315 of 2,582 registered voters = 50.93%

Proposition E, City of Edinburg Special

Choice	Party	Absentee Voting		Early Voting		Election Day		Total	
For		24	100.00%	746	93.72%	265	90.44%	1,035	92.99%
Against		0	0.00%	50	6.28%	28	9.56%	78	7.01%
Cast Votes:		24	100.00%	796	100.00%	293	100.00%	1,113	100.00%
Undervotes:		7		139		56		202	
Overvotes:		0		0		0		0	

Proposition F, City of Edinburg Special

Choice	Party	Absentee Voting		Early Voting		Election Day		Total	
For		20	83.33%	717	91.57%	261	88.78%	998	90.64%
Against		4	16.67%	66	8.43%	33	11.22%	103	9.36%
Cast Votes:		24	100.00%	783	100.00%	294	100.00%	1,101	100.00%
Undervotes:		7		152		55		214	
Overvotes:		0		0		0		0	

Proposition G, City of Edinburg Special

Choice	Party	Absentee Voting		Early Voting		Election Day		Total	
For		21	87.50%	661	83.78%	247	86.06%	929	84.45%
Against		3	12.50%	128	16.22%	40	13.94%	171	15.55%
Cast Votes:		24	100.00%	789	100.00%	287	100.00%	1,100	100.00%
Undervotes:		7		146		62		215	
Overvotes:		0		0		0		0	

Proposition H, City of Edinburg Special

Choice	Party	Absentee Voting		Early Voting		Election Day		Total	
For		23	95.83%	673	88.09%	249	89.57%	945	88.65%
Against		1	4.17%	91	11.91%	29	10.43%	121	11.35%
Cast Votes:		24	100.00%	764	100.00%	278	100.00%	1,066	100.00%
Undervotes:		7		171		71		249	
Overvotes:		0		0		0		0	

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Registered Voters

29629 of 447359 = 6.62%

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031

1,315 of 2,582 registered voters = 50.93%

Proposition I, City of Edinburg Special

Choice	Party	Absentee Voting		Early Voting		Election Day		Total	
For		23	100.00%	709	92.56%	256	90.46%	988	92.16%
Against		0	0.00%	57	7.44%	27	9.54%	84	7.84%
Cast Votes:		23	100.00%	766	100.00%	283	100.00%	1,072	100.00%
Undervotes:		8		169		66		243	
Overvotes:		0		0		0		0	

Proposition J, City of Edinburg Special

Choice	Party	Absentee Voting		Early Voting		Election Day		Total	
For		22	91.67%	635	87.47%	230	87.45%	887	87.56%
Against		2	8.33%	91	12.53%	33	12.55%	126	12.44%
Cast Votes:		24	100.00%	726	100.00%	263	100.00%	1,013	100.00%
Undervotes:		7		209		86		302	
Overvotes:		0		0		0		0	

Proposition K, City of Edinburg Special

Choice	Party	Absentee Voting		Early Voting		Election Day		Total	
For		22	100.00%	658	90.14%	231	85.87%	911	89.23%
Against		0	0.00%	72	9.86%	38	14.13%	110	10.77%
Cast Votes:		22	100.00%	730	100.00%	269	100.00%	1,021	100.00%
Undervotes:		9		205		80		294	
Overvotes:		0		0		0		0	

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29629 of 447359 = 6.62%

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162 of 162 = 100.00%

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052 2,251 of 3,648 registered voters = 61.71%

Proposition A, City of Edinburg Special

Choice	Party	Absentee Voting		Early Voting		Election Day		Total	
For		31	88.57%	1,297	85.55%	339	82.08%	1,667	84.88%
Against		4	11.43%	219	14.45%	74	17.92%	297	15.12%
Cast Votes:		35	100.00%	1,516	100.00%	413	100.00%	1,964	100.00%
Undervotes:		5		203		79		287	
Overvotes:		0		0		0		0	

Proposition B, City of Edinburg Special

Choice	Party	Absentee Voting		Early Voting		Election Day		Total	
For		22	62.86%	699	46.85%	207	50.24%	928	47.86%
Against		13	37.14%	793	53.15%	205	49.76%	1,011	52.14%
Cast Votes:		35	100.00%	1,492	100.00%	412	100.00%	1,939	100.00%
Undervotes:		5		227		80		312	
Overvotes:		0		0		0		0	

Proposition C, City of Edinburg Special

Choice	Party	Absentee Voting		Early Voting		Election Day		Total	
For		34	94.44%	1,406	92.50%	375	89.50%	1,815	91.90%
Against		2	5.56%	114	7.50%	44	10.50%	160	8.10%
Cast Votes:		36	100.00%	1,520	100.00%	419	100.00%	1,975	100.00%
Undervotes:		4		199		73		276	
Overvotes:		0		0		0		0	

Proposition D, City of Edinburg Special

Choice	Party	Absentee Voting		Early Voting		Election Day		Total	
For		30	85.71%	1,207	83.07%	320	80.40%	1,557	82.56%
Against		5	14.29%	246	16.93%	78	19.60%	329	17.44%
Cast Votes:		35	100.00%	1,453	100.00%	398	100.00%	1,886	100.00%
Undervotes:		5		266		94		365	
Overvotes:		0		0		0		0	

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052

2,251 of 3,648 registered voters = 61.71%

Proposition E, City of Edinburg Special

Choice	Party	Absentee Voting		Early Voting		Election Day		Total	
For		32	91.43%	1,372	93.33%	375	92.14%	1,779	93.04%
Against		3	8.57%	98	6.67%	32	7.86%	133	6.96%
Cast Votes:		35	100.00%	1,470	100.00%	407	100.00%	1,912	100.00%
Undervotes:		5		249		85		339	
Overvotes:		0		0		0		0	

Proposition F, City of Edinburg Special

Choice	Party	Absentee Voting		Early Voting		Election Day		Total	
For		30	85.71%	1,319	91.15%	346	89.41%	1,695	90.69%
Against		5	14.29%	128	8.85%	41	10.59%	174	9.31%
Cast Votes:		35	100.00%	1,447	100.00%	387	100.00%	1,869	100.00%
Undervotes:		5		272		105		382	
Overvotes:		0		0		0		0	

Proposition G, City of Edinburg Special

Choice	Party	Absentee Voting		Early Voting		Election Day		Total	
For		30	85.71%	1,266	85.66%	351	87.10%	1,647	85.96%
Against		5	14.29%	212	14.34%	52	12.90%	269	14.04%
Cast Votes:		35	100.00%	1,478	100.00%	403	100.00%	1,916	100.00%
Undervotes:		5		241		89		335	
Overvotes:		0		0		0		0	

Proposition H, City of Edinburg Special

Choice	Party	Absentee Voting		Early Voting		Election Day		Total	
For		28	80.00%	1,271	88.94%	345	88.01%	1,644	88.58%
Against		7	20.00%	158	11.06%	47	11.99%	212	11.42%
Cast Votes:		35	100.00%	1,429	100.00%	392	100.00%	1,856	100.00%
Undervotes:		5		290		100		395	
Overvotes:		0		0		0		0	

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052

2,251 of 3,648 registered voters = 61.71%

Proposition I, City of Edinburg Special

Choice	Party	Absentee Voting		Early Voting		Election Day		Total	
For		34	97.14%	1,333	92.19%	363	92.13%	1,730	92.27%
Against		1	2.86%	113	7.81%	31	7.87%	145	7.73%
Cast Votes:		35	100.00%	1,446	100.00%	394	100.00%	1,875	100.00%
Undervotes:		5		273		98		376	
Overvotes:		0		0		0		0	

Proposition J, City of Edinburg Special

Choice	Party	Absentee Voting		Early Voting		Election Day		Total	
For		31	88.57%	1,174	87.61%	309	84.66%	1,514	87.01%
Against		4	11.43%	166	12.39%	56	15.34%	226	12.99%
Cast Votes:		35	100.00%	1,340	100.00%	365	100.00%	1,740	100.00%
Undervotes:		5		379		127		511	
Overvotes:		0		0		0		0	

Proposition K, City of Edinburg Special

Choice	Party	Absentee Voting		Early Voting		Election Day		Total	
For		32	94.12%	1,218	89.23%	332	88.77%	1,582	89.23%
Against		2	5.88%	147	10.77%	42	11.23%	191	10.77%
Cast Votes:		34	100.00%	1,365	100.00%	374	100.00%	1,773	100.00%
Undervotes:		6		354		118		478	
Overvotes:		0		0		0		0	

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General and Local Entities Elections

Registered Voters

29629 of 447359 = 6.62%

Polling Places Reporting

162 of 162 = 100.00%

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053 1,528 of 3,386 registered voters = 45.13%

Proposition A, City of Edinburg Special

Choice	Party	Absentee Voting		Early Voting		Election Day		Total	
For		17	89.47%	764	83.59%	264	82.50%	1,045	83.40%
Against		2	10.53%	150	16.41%	56	17.50%	208	16.60%
Cast Votes:		19	100.00%	914	100.00%	320	100.00%	1,253	100.00%
Undervotes:		7		219		49		275	
Overvotes:		0		0		0		0	

Proposition B, City of Edinburg Special

Choice	Party	Absentee Voting		Early Voting		Election Day		Total	
For		8	47.06%	529	58.39%	174	55.77%	711	57.57%
Against		9	52.94%	377	41.61%	138	44.23%	524	42.43%
Cast Votes:		17	100.00%	906	100.00%	312	100.00%	1,235	100.00%
Undervotes:		9		227		57		293	
Overvotes:		0		0		0		0	

Proposition C, City of Edinburg Special

Choice	Party	Absentee Voting		Early Voting		Election Day		Total	
For		17	94.44%	822	89.15%	286	91.08%	1,125	89.71%
Against		1	5.56%	100	10.85%	28	8.92%	129	10.29%
Cast Votes:		18	100.00%	922	100.00%	314	100.00%	1,254	100.00%
Undervotes:		8		211		55		274	
Overvotes:		0		0		0		0	

Proposition D, City of Edinburg Special

Choice	Party	Absentee Voting		Early Voting		Election Day		Total	
For		16	88.89%	747	83.65%	249	81.37%	1,012	83.16%
Against		2	11.11%	146	16.35%	57	18.63%	205	16.84%
Cast Votes:		18	100.00%	893	100.00%	306	100.00%	1,217	100.00%
Undervotes:		8		240		63		311	
Overvotes:		0		0		0		0	

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Official Results

Registered Voters

29629 of 447359 = 6.62%

Polling Places Reporting

162 of 162 = 100.00%

053

1,528 of 3,386 registered voters = 45.13%

Proposition E, City of Edinburg Special

Choice	Party	Absentee Voting		Early Voting		Election Day		Total	
For		18	100.00%	813	90.94%	281	92.74%	1,112	91.52%
Against		0	0.00%	81	9.06%	22	7.26%	103	8.48%
Cast Votes:		18	100.00%	894	100.00%	303	100.00%	1,215	100.00%
Undervotes:		8		239		66		313	
Overvotes:		0		0		0		0	

Proposition F, City of Edinburg Special

Choice	Party	Absentee Voting		Early Voting		Election Day		Total	
For		13	72.22%	785	89.92%	273	89.22%	1,071	89.47%
Against		5	27.78%	88	10.08%	33	10.78%	126	10.53%
Cast Votes:		18	100.00%	873	100.00%	306	100.00%	1,197	100.00%
Undervotes:		8		260		63		331	
Overvotes:		0		0		0		0	

Proposition G, City of Edinburg Special

Choice	Party	Absentee Voting		Early Voting		Election Day		Total	
For		15	83.33%	744	82.85%	272	87.18%	1,031	83.96%
Against		3	16.67%	154	17.15%	40	12.82%	197	16.04%
Cast Votes:		18	100.00%	898	100.00%	312	100.00%	1,228	100.00%
Undervotes:		8		235		57		300	
Overvotes:		0		0		0		0	

Proposition H, City of Edinburg Special

Choice	Party	Absentee Voting		Early Voting		Election Day		Total	
For		17	94.44%	750	87.51%	269	90.27%	1,036	88.32%
Against		1	5.56%	107	12.49%	29	9.73%	137	11.68%
Cast Votes:		18	100.00%	857	100.00%	298	100.00%	1,173	100.00%
Undervotes:		8		276		71		355	
Overvotes:		0		0		0		0	

City of Edinburg Precinct

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Registered Voters

29629 of 447359 = 6.62%

Polling Places Reporting

162 of 162 = 100.00%

053

1,528 of 3,386 registered voters = 45.13%

Proposition I, City of Edinburg Special

Choice	Party	Absentee Voting		Early Voting		Election Day		Total	
For		17	94.44%	790	90.70%	270	89.70%	1,077	90.50%
Against		1	5.56%	81	9.30%	31	10.30%	113	9.50%
Cast Votes:		18	100.00%	871	100.00%	301	100.00%	1,190	100.00%
Undervotes:		8		262		68		338	
Overvotes:		0		0		0		0	

Proposition J, City of Edinburg Special

Choice	Party	Absentee Voting		Early Voting		Election Day		Total	
For		15	83.33%	682	83.99%	244	87.77%	941	84.93%
Against		3	16.67%	130	16.01%	34	12.23%	167	15.07%
Cast Votes:		18	100.00%	812	100.00%	278	100.00%	1,108	100.00%
Undervotes:		8		321		91		420	
Overvotes:		0		0		0		0	

Proposition K, City of Edinburg Special

Choice	Party	Absentee Voting		Early Voting		Election Day		Total	
For		17	94.44%	717	86.70%	251	87.46%	985	87.01%
Against		1	5.56%	110	13.30%	36	12.54%	147	12.99%
Cast Votes:		18	100.00%	827	100.00%	287	100.00%	1,132	100.00%
Undervotes:		8		306		82		396	
Overvotes:		0		0		0		0	

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General and Local Entities Elections

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29629 of 447359 = 6.62%

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162 of 162 = 100.00%

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068 2,063 of 4,277 registered voters = 48.23%

Proposition A, City of Edinburg Special

Choice	Party	Absentee Voting		Early Voting		Election Day		Total	
For		32	94.12%	996	82.86%	388	80.67%	1,416	82.47%
Against		2	5.88%	206	17.14%	93	19.33%	301	17.53%
Cast Votes:		34	100.00%	1,202	100.00%	481	100.00%	1,717	100.00%
Undervotes:		4		236		106		346	
Overvotes:		0		0		0		0	

Proposition B, City of Edinburg Special

Choice	Party	Absentee Voting		Early Voting		Election Day		Total	
For		20	60.61%	656	54.85%	254	53.47%	930	54.58%
Against		13	39.39%	540	45.15%	221	46.53%	774	45.42%
Cast Votes:		33	100.00%	1,196	100.00%	475	100.00%	1,704	100.00%
Undervotes:		5		242		112		359	
Overvotes:		0		0		0		0	

Proposition C, City of Edinburg Special

Choice	Party	Absentee Voting		Early Voting		Election Day		Total	
For		32	96.97%	1,109	91.80%	443	92.10%	1,584	91.99%
Against		1	3.03%	99	8.20%	38	7.90%	138	8.01%
Cast Votes:		33	100.00%	1,208	100.00%	481	100.00%	1,722	100.00%
Undervotes:		5		230		106		341	
Overvotes:		0		0		0		0	

Proposition D, City of Edinburg Special

Choice	Party	Absentee Voting		Early Voting		Election Day		Total	
For		29	93.55%	954	82.38%	387	83.05%	1,370	82.78%
Against		2	6.45%	204	17.62%	79	16.95%	285	17.22%
Cast Votes:		31	100.00%	1,158	100.00%	466	100.00%	1,655	100.00%
Undervotes:		7		280		121		408	
Overvotes:		0		0		0		0	

City of Edinburg Precinct

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Registered Voters

29629 of 447359 = 6.62%

Polling Places Reporting

162 of 162 = 100.00%

068

2,063 of 4,277 registered voters = 48.23%

Proposition E, City of Edinburg Special

Choice	Party	Absentee Voting		Early Voting		Election Day		Total	
For		30	96.77%	1,089	93.00%	435	92.36%	1,554	92.89%
Against		1	3.23%	82	7.00%	36	7.64%	119	7.11%
Cast Votes:		31	100.00%	1,171	100.00%	471	100.00%	1,673	100.00%
Undervotes:		7		267		116		390	
Overvotes:		0		0		0		0	

Proposition F, City of Edinburg Special

Choice	Party	Absentee Voting		Early Voting		Election Day		Total	
For		29	93.55%	1,046	90.41%	420	89.74%	1,495	90.28%
Against		2	6.45%	111	9.59%	48	10.26%	161	9.72%
Cast Votes:		31	100.00%	1,157	100.00%	468	100.00%	1,656	100.00%
Undervotes:		7		281		119		407	
Overvotes:		0		0		0		0	

Proposition G, City of Edinburg Special

Choice	Party	Absentee Voting		Early Voting		Election Day		Total	
For		22	70.97%	998	84.43%	405	85.62%	1,425	84.52%
Against		9	29.03%	184	15.57%	68	14.38%	261	15.48%
Cast Votes:		31	100.00%	1,182	100.00%	473	100.00%	1,686	100.00%
Undervotes:		7		256		114		377	
Overvotes:		0		0		0		0	

Proposition H, City of Edinburg Special

Choice	Party	Absentee Voting		Early Voting		Election Day		Total	
For		27	90.00%	1,007	88.72%	410	90.51%	1,444	89.25%
Against		3	10.00%	128	11.28%	43	9.49%	174	10.75%
Cast Votes:		30	100.00%	1,135	100.00%	453	100.00%	1,618	100.00%
Undervotes:		8		303		134		445	
Overvotes:		0		0		0		0	

City of Edinburg Precinct

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Registered Voters

29629 of 447359 = 6.62%

Polling Places Reporting

162 of 162 = 100.00%

068

2,063 of 4,277 registered voters = 48.23%

Proposition I, City of Edinburg Special

Choice	Party	Absentee Voting		Early Voting		Election Day		Total	
For		27	87.10%	1,064	91.49%	418	92.07%	1,509	91.57%
Against		4	12.90%	99	8.51%	36	7.93%	139	8.43%
Cast Votes:		31	100.00%	1,163	100.00%	454	100.00%	1,648	100.00%
Undervotes:		7		275		133		415	
Overvotes:		0		0		0		0	

Proposition J, City of Edinburg Special

Choice	Party	Absentee Voting		Early Voting		Election Day		Total	
For		25	83.33%	929	85.78%	386	87.73%	1,340	86.28%
Against		5	16.67%	154	14.22%	54	12.27%	213	13.72%
Cast Votes:		30	100.00%	1,083	100.00%	440	100.00%	1,553	100.00%
Undervotes:		8		355		147		510	
Overvotes:		0		0		0		0	

Proposition K, City of Edinburg Special

Choice	Party	Absentee Voting		Early Voting		Election Day		Total	
For		25	83.33%	969	89.39%	395	88.57%	1,389	89.04%
Against		5	16.67%	115	10.61%	51	11.43%	171	10.96%
Cast Votes:		30	100.00%	1,084	100.00%	446	100.00%	1,560	100.00%
Undervotes:		8		354		141		503	
Overvotes:		0		0		0		0	

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Registered Voters

29629 of 447359 = 6.62%

Polling Places Reporting

162 of 162 = 100.00%

069

95 of 5,544 registered voters = 1.71%

Proposition A, City of Edinburg Special

Choice	Party	Absentee Voting		Early Voting		Election Day		Total	
For		4	80.00%	45	78.95%	16	80.00%	65	79.27%
Against		1	20.00%	12	21.05%	4	20.00%	17	20.73%
Cast Votes:		5	100.00%	57	100.00%	20	100.00%	82	100.00%
Undervotes:		0		10		3		13	
Overvotes:		0		0		0		0	

Proposition B, City of Edinburg Special

Choice	Party	Absentee Voting		Early Voting		Election Day		Total	
For		2	40.00%	31	55.36%	14	70.00%	47	58.02%
Against		3	60.00%	25	44.64%	6	30.00%	34	41.98%
Cast Votes:		5	100.00%	56	100.00%	20	100.00%	81	100.00%
Undervotes:		0		11		3		14	
Overvotes:		0		0		0		0	

Proposition C, City of Edinburg Special

Choice	Party	Absentee Voting		Early Voting		Election Day		Total	
For		4	80.00%	50	86.21%	17	85.00%	71	85.54%
Against		1	20.00%	8	13.79%	3	15.00%	12	14.46%
Cast Votes:		5	100.00%	58	100.00%	20	100.00%	83	100.00%
Undervotes:		0		9		3		12	
Overvotes:		0		0		0		0	

Proposition D, City of Edinburg Special

Choice	Party	Absentee Voting		Early Voting		Election Day		Total	
For		4	80.00%	47	85.45%	15	78.95%	66	83.54%
Against		1	20.00%	8	14.55%	4	21.05%	13	16.46%
Cast Votes:		5	100.00%	55	100.00%	19	100.00%	79	100.00%
Undervotes:		0		12		4		16	
Overvotes:		0		0		0		0	

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Registered Voters

29629 of 447359 = 6.62%

Polling Places Reporting

162 of 162 = 100.00%

069

95 of 5,544 registered voters = 1.71%

Proposition E, City of Edinburg Special

Choice	Party	Absentee Voting		Early Voting		Election Day		Total	
For		5	100.00%	49	90.74%	17	94.44%	71	92.21%
Against		0	0.00%	5	9.26%	1	5.56%	6	7.79%
Cast Votes:		5	100.00%	54	100.00%	18	100.00%	77	100.00%
Undervotes:		0		13		5		18	
Overvotes:		0		0		0		0	

Proposition F, City of Edinburg Special

Choice	Party	Absentee Voting		Early Voting		Election Day		Total	
For		3	60.00%	45	84.91%	16	88.89%	64	84.21%
Against		2	40.00%	8	15.09%	2	11.11%	12	15.79%
Cast Votes:		5	100.00%	53	100.00%	18	100.00%	76	100.00%
Undervotes:		0		14		5		19	
Overvotes:		0		0		0		0	

Proposition G, City of Edinburg Special

Choice	Party	Absentee Voting		Early Voting		Election Day		Total	
For		4	80.00%	45	81.82%	17	89.47%	66	83.54%
Against		1	20.00%	10	18.18%	2	10.53%	13	16.46%
Cast Votes:		5	100.00%	55	100.00%	19	100.00%	79	100.00%
Undervotes:		0		12		4		16	
Overvotes:		0		0		0		0	

Proposition H, City of Edinburg Special

Choice	Party	Absentee Voting		Early Voting		Election Day		Total	
For		4	80.00%	44	83.02%	16	88.89%	64	84.21%
Against		1	20.00%	9	16.98%	2	11.11%	12	15.79%
Cast Votes:		5	100.00%	53	100.00%	18	100.00%	76	100.00%
Undervotes:		0		14		5		19	
Overvotes:		0		0		0		0	

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Registered Voters

29629 of 447359 = 6.62%

Polling Places Reporting

162 of 162 = 100.00%

069

95 of 5,544 registered voters = 1.71%

Proposition I, City of Edinburg Special

Choice	Party	Absentee Voting		Early Voting		Election Day		Total	
For		5	100.00%	44	84.62%	17	89.47%	66	86.84%
Against		0	0.00%	8	15.38%	2	10.53%	10	13.16%
Cast Votes:		5	100.00%	52	100.00%	19	100.00%	76	100.00%
Undervotes:		0		15		4		19	
Overvotes:		0		0		0		0	

Proposition J, City of Edinburg Special

Choice	Party	Absentee Voting		Early Voting		Election Day		Total	
For		3	75.00%	39	82.98%	16	88.89%	58	84.06%
Against		1	25.00%	8	17.02%	2	11.11%	11	15.94%
Cast Votes:		4	100.00%	47	100.00%	18	100.00%	69	100.00%
Undervotes:		1		20		5		26	
Overvotes:		0		0		0		0	

Proposition K, City of Edinburg Special

Choice	Party	Absentee Voting		Early Voting		Election Day		Total	
For		4	100.00%	42	84.00%	16	88.89%	62	86.11%
Against		0	0.00%	8	16.00%	2	11.11%	10	13.89%
Cast Votes:		4	100.00%	50	100.00%	18	100.00%	72	100.00%
Undervotes:		1		17		5		23	
Overvotes:		0		0		0		0	

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105 2,044 of 3,645 registered voters = 56.08%

Proposition A, City of Edinburg Special

Choice	Party	Absentee Voting		Early Voting		Election Day		Total	
For		29	85.29%	1,120	83.71%	336	81.55%	1,485	83.24%
Against		5	14.71%	218	16.29%	76	18.45%	299	16.76%
Cast Votes:		34	100.00%	1,338	100.00%	412	100.00%	1,784	100.00%
Undervotes:		1		182		77		260	
Overvotes:		0		0		0		0	

Proposition B, City of Edinburg Special

Choice	Party	Absentee Voting		Early Voting		Election Day		Total	
For		22	66.67%	657	49.44%	226	56.08%	905	51.27%
Against		11	33.33%	672	50.56%	177	43.92%	860	48.73%
Cast Votes:		33	100.00%	1,329	100.00%	403	100.00%	1,765	100.00%
Undervotes:		2		191		86		279	
Overvotes:		0		0		0		0	

Proposition C, City of Edinburg Special

Choice	Party	Absentee Voting		Early Voting		Election Day		Total	
For		30	88.24%	1,247	92.99%	375	92.59%	1,652	92.81%
Against		4	11.76%	94	7.01%	30	7.41%	128	7.19%
Cast Votes:		34	100.00%	1,341	100.00%	405	100.00%	1,780	100.00%
Undervotes:		1		179		84		264	
Overvotes:		0		0		0		0	

Proposition D, City of Edinburg Special

Choice	Party	Absentee Voting		Early Voting		Election Day		Total	
For		28	87.50%	1,073	83.63%	323	82.40%	1,424	83.42%
Against		4	12.50%	210	16.37%	69	17.60%	283	16.58%
Cast Votes:		32	100.00%	1,283	100.00%	392	100.00%	1,707	100.00%
Undervotes:		3		237		97		337	
Overvotes:		0		0		0		0	

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29629 of 447359 = 6.62%

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105 2,044 of 3,645 registered voters = 56.08%

Proposition E, City of Edinburg Special

Choice	Party	Absentee Voting		Early Voting		Election Day		Total	
For		30	96.77%	1,227	94.02%	372	93.70%	1,629	94.00%
Against		1	3.23%	78	5.98%	25	6.30%	104	6.00%
Cast Votes:		31	100.00%	1,305	100.00%	397	100.00%	1,733	100.00%
Undervotes:		4		215		92		311	
Overvotes:		0		0		0		0	

Proposition F, City of Edinburg Special

Choice	Party	Absentee Voting		Early Voting		Election Day		Total	
For		31	93.94%	1,160	90.20%	349	89.72%	1,540	90.16%
Against		2	6.06%	126	9.80%	40	10.28%	168	9.84%
Cast Votes:		33	100.00%	1,286	100.00%	389	100.00%	1,708	100.00%
Undervotes:		2		234		100		336	
Overvotes:		0		0		0		0	

Proposition G, City of Edinburg Special

Choice	Party	Absentee Voting		Early Voting		Election Day		Total	
For		28	87.50%	1,112	84.63%	359	87.35%	1,499	85.32%
Against		4	12.50%	202	15.37%	52	12.65%	258	14.68%
Cast Votes:		32	100.00%	1,314	100.00%	411	100.00%	1,757	100.00%
Undervotes:		3		206		78		287	
Overvotes:		0		0		0		0	

Proposition H, City of Edinburg Special

Choice	Party	Absentee Voting		Early Voting		Election Day		Total	
For		28	84.85%	1,134	89.72%	345	88.46%	1,507	89.33%
Against		5	15.15%	130	10.28%	45	11.54%	180	10.67%
Cast Votes:		33	100.00%	1,264	100.00%	390	100.00%	1,687	100.00%
Undervotes:		2		256		99		357	
Overvotes:		0		0		0		0	

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Registered Voters

29629 of 447359 = 6.62%

Polling Places Reporting

162 of 162 = 100.00%

105

2,044 of 3,645 registered voters = 56.08%

Proposition I, City of Edinburg Special

Choice	Party	Absentee Voting		Early Voting		Election Day		Total	
For		31	96.88%	1,187	92.45%	369	93.18%	1,587	92.70%
Against		1	3.13%	97	7.55%	27	6.82%	125	7.30%
Cast Votes:		32	100.00%	1,284	100.00%	396	100.00%	1,712	100.00%
Undervotes:		3		236		93		332	
Overvotes:		0		0		0		0	

Proposition J, City of Edinburg Special

Choice	Party	Absentee Voting		Early Voting		Election Day		Total	
For		28	87.50%	1,051	86.79%	311	86.15%	1,390	86.66%
Against		4	12.50%	160	13.21%	50	13.85%	214	13.34%
Cast Votes:		32	100.00%	1,211	100.00%	361	100.00%	1,604	100.00%
Undervotes:		3		309		128		440	
Overvotes:		0		0		0		0	

Proposition K, City of Edinburg Special

Choice	Party	Absentee Voting		Early Voting		Election Day		Total	
For		29	90.63%	1,084	89.00%	327	88.86%	1,440	89.00%
Against		3	9.38%	134	11.00%	41	11.14%	178	11.00%
Cast Votes:		32	100.00%	1,218	100.00%	368	100.00%	1,618	100.00%
Undervotes:		3		302		121		426	
Overvotes:		0		0		0		0	

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Registered Voters

29629 of 447359 = 6.62%

Polling Places Reporting

162 of 162 = 100.00%

106

1,550 of 2,598 registered voters = 59.66%

Proposition A, City of Edinburg Special

Choice	Party	Absentee Voting		Early Voting		Election Day		Total	
For		30	90.91%	887	85.95%	220	79.42%	1,137	84.72%
Against		3	9.09%	145	14.05%	57	20.58%	205	15.28%
Cast Votes:		33	100.00%	1,032	100.00%	277	100.00%	1,342	100.00%
Undervotes:		8		154		46		208	
Overvotes:		0		0		0		0	

Proposition B, City of Edinburg Special

Choice	Party	Absentee Voting		Early Voting		Election Day		Total	
For		23	65.71%	518	51.03%	138	50.92%	679	51.40%
Against		12	34.29%	497	48.97%	133	49.08%	642	48.60%
Cast Votes:		35	100.00%	1,015	100.00%	271	100.00%	1,321	100.00%
Undervotes:		6		171		52		229	
Overvotes:		0		0		0		0	

Proposition C, City of Edinburg Special

Choice	Party	Absentee Voting		Early Voting		Election Day		Total	
For		33	97.06%	976	93.58%	244	89.05%	1,253	92.75%
Against		1	2.94%	67	6.42%	30	10.95%	98	7.25%
Cast Votes:		34	100.00%	1,043	100.00%	274	100.00%	1,351	100.00%
Undervotes:		7		143		49		199	
Overvotes:		0		0		0		0	

Proposition D, City of Edinburg Special

Choice	Party	Absentee Voting		Early Voting		Election Day		Total	
For		33	97.06%	833	84.31%	222	84.09%	1,088	84.60%
Against		1	2.94%	155	15.69%	42	15.91%	198	15.40%
Cast Votes:		34	100.00%	988	100.00%	264	100.00%	1,286	100.00%
Undervotes:		7		198		59		264	
Overvotes:		0		0		0		0	

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Registered Voters

29629 of 447359 = 6.62%

Polling Places Reporting

162 of 162 = 100.00%

106

1,550 of 2,598 registered voters = 59.66%

Proposition E, City of Edinburg Special

Choice	Party	Absentee Voting		Early Voting		Election Day		Total	
For		31	96.88%	944	93.74%	241	91.98%	1,216	93.47%
Against		1	3.13%	63	6.26%	21	8.02%	85	6.53%
Cast Votes:		32	100.00%	1,007	100.00%	262	100.00%	1,301	100.00%
Undervotes:		9		179		61		249	
Overvotes:		0		0		0		0	

Proposition F, City of Edinburg Special

Choice	Party	Absentee Voting		Early Voting		Election Day		Total	
For		28	87.50%	897	89.97%	228	87.36%	1,153	89.38%
Against		4	12.50%	100	10.03%	33	12.64%	137	10.62%
Cast Votes:		32	100.00%	997	100.00%	261	100.00%	1,290	100.00%
Undervotes:		9		189		62		260	
Overvotes:		0		0		0		0	

Proposition G, City of Edinburg Special

Choice	Party	Absentee Voting		Early Voting		Election Day		Total	
For		25	78.13%	831	82.11%	231	85.24%	1,087	82.66%
Against		7	21.88%	181	17.89%	40	14.76%	228	17.34%
Cast Votes:		32	100.00%	1,012	100.00%	271	100.00%	1,315	100.00%
Undervotes:		9		174		52		235	
Overvotes:		0		0		0		0	

Proposition H, City of Edinburg Special

Choice	Party	Absentee Voting		Early Voting		Election Day		Total	
For		33	100.00%	866	89.37%	230	89.49%	1,129	89.67%
Against		0	0.00%	103	10.63%	27	10.51%	130	10.33%
Cast Votes:		33	100.00%	969	100.00%	257	100.00%	1,259	100.00%
Undervotes:		8		217		66		291	
Overvotes:		0		0		0		0	

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29629 of 447359 = 6.62%

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162 of 162 = 100.00%

106

1,550 of 2,598 registered voters = 59.66%

Proposition I, City of Edinburg Special

Choice	Party	Absentee Voting		Early Voting		Election Day		Total	
For		27	87.10%	921	93.79%	233	89.96%	1,181	92.85%
Against		4	12.90%	61	6.21%	26	10.04%	91	7.15%
Cast Votes:		31	100.00%	982	100.00%	259	100.00%	1,272	100.00%
Undervotes:		10		204		64		278	
Overvotes:		0		0		0		0	

Proposition J, City of Edinburg Special

Choice	Party	Absentee Voting		Early Voting		Election Day		Total	
For		28	90.32%	791	86.73%	205	85.77%	1,024	86.63%
Against		3	9.68%	121	13.27%	34	14.23%	158	13.37%
Cast Votes:		31	100.00%	912	100.00%	239	100.00%	1,182	100.00%
Undervotes:		10		274		84		368	
Overvotes:		0		0		0		0	

Proposition K, City of Edinburg Special

Choice	Party	Absentee Voting		Early Voting		Election Day		Total	
For		26	96.30%	854	90.75%	211	86.12%	1,091	89.94%
Against		1	3.70%	87	9.25%	34	13.88%	122	10.06%
Cast Votes:		27	100.00%	941	100.00%	245	100.00%	1,213	100.00%
Undervotes:		14		245		78		337	
Overvotes:		0		0		0		0	

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29629 of 447359 = 6.62%

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162 of 162 = 100.00%

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1,236 of 2,371 registered voters = 52.13%

Proposition A, City of Edinburg Special

Choice	Party	Absentee Voting		Early Voting		Election Day		Total	
For		35	97.22%	667	84.01%	193	81.78%	895	83.96%
Against		1	2.78%	127	15.99%	43	18.22%	171	16.04%
Cast Votes:		36	100.00%	794	100.00%	236	100.00%	1,066	100.00%
Undervotes:		4		125		41		170	
Overvotes:		0		0		0		0	

Proposition B, City of Edinburg Special

Choice	Party	Absentee Voting		Early Voting		Election Day		Total	
For		28	80.00%	429	54.44%	131	56.71%	588	55.79%
Against		7	20.00%	359	45.56%	100	43.29%	466	44.21%
Cast Votes:		35	100.00%	788	100.00%	231	100.00%	1,054	100.00%
Undervotes:		5		131		46		182	
Overvotes:		0		0		0		0	

Proposition C, City of Edinburg Special

Choice	Party	Absentee Voting		Early Voting		Election Day		Total	
For		32	91.43%	725	91.31%	222	94.07%	979	91.92%
Against		3	8.57%	69	8.69%	14	5.93%	86	8.08%
Cast Votes:		35	100.00%	794	100.00%	236	100.00%	1,065	100.00%
Undervotes:		5		125		41		171	
Overvotes:		0		0		0		0	

Proposition D, City of Edinburg Special

Choice	Party	Absentee Voting		Early Voting		Election Day		Total	
For		33	94.29%	638	83.29%	182	81.25%	853	83.22%
Against		2	5.71%	128	16.71%	42	18.75%	172	16.78%
Cast Votes:		35	100.00%	766	100.00%	224	100.00%	1,025	100.00%
Undervotes:		5		153		53		211	
Overvotes:		0		0		0		0	

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Registered Voters

29629 of 447359 = 6.62%

Polling Places Reporting

162 of 162 = 100.00%

107

1,236 of 2,371 registered voters = 52.13%

Proposition E, City of Edinburg Special

Choice	Party	Absentee Voting		Early Voting		Election Day		Total	
For		32	91.43%	720	92.90%	205	90.31%	957	92.29%
Against		3	8.57%	55	7.10%	22	9.69%	80	7.71%
Cast Votes:		35	100.00%	775	100.00%	227	100.00%	1,037	100.00%
Undervotes:		5		144		50		199	
Overvotes:		0		0		0		0	

Proposition F, City of Edinburg Special

Choice	Party	Absentee Voting		Early Voting		Election Day		Total	
For		30	81.08%	690	90.55%	203	90.63%	923	90.22%
Against		7	18.92%	72	9.45%	21	9.38%	100	9.78%
Cast Votes:		37	100.00%	762	100.00%	224	100.00%	1,023	100.00%
Undervotes:		3		157		53		213	
Overvotes:		0		0		0		0	

Proposition G, City of Edinburg Special

Choice	Party	Absentee Voting		Early Voting		Election Day		Total	
For		28	77.78%	651	83.57%	201	87.77%	880	84.29%
Against		8	22.22%	128	16.43%	28	12.23%	164	15.71%
Cast Votes:		36	100.00%	779	100.00%	229	100.00%	1,044	100.00%
Undervotes:		4		140		48		192	
Overvotes:		0		0		0		0	

Proposition H, City of Edinburg Special

Choice	Party	Absentee Voting		Early Voting		Election Day		Total	
For		33	89.19%	664	86.68%	204	89.87%	901	87.48%
Against		4	10.81%	102	13.32%	23	10.13%	129	12.52%
Cast Votes:		37	100.00%	766	100.00%	227	100.00%	1,030	100.00%
Undervotes:		3		153		50		206	
Overvotes:		0		0		0		0	

107

1,236 of 2,371 registered voters = 52.13%

Proposition I, City of Edinburg Special

Choice	Party	Absentee Voting		Early Voting		Election Day		Total	
For		35	97.22%	700	91.26%	201	90.54%	936	91.32%
Against		1	2.78%	67	8.74%	21	9.46%	89	8.68%
Cast Votes:		36	100.00%	767	100.00%	222	100.00%	1,025	100.00%
Undervotes:		4		152		55		211	
Overvotes:		0		0		0		0	

Proposition J, City of Edinburg Special

Choice	Party	Absentee Voting		Early Voting		Election Day		Total	
For		27	77.14%	599	84.84%	185	87.68%	811	85.19%
Against		8	22.86%	107	15.16%	26	12.32%	141	14.81%
Cast Votes:		35	100.00%	706	100.00%	211	100.00%	952	100.00%
Undervotes:		5		213		66		284	
Overvotes:		0		0		0		0	

Proposition K, City of Edinburg Special

Choice	Party	Absentee Voting		Early Voting		Election Day		Total	
For		31	88.57%	627	86.84%	190	89.20%	848	87.42%
Against		4	11.43%	95	13.16%	23	10.80%	122	12.58%
Cast Votes:		35	100.00%	722	100.00%	213	100.00%	970	100.00%
Undervotes:		5		197		64		266	
Overvotes:		0		0		0		0	

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29629 of 447359 = 6.62%

Polling Places Reporting

162 of 162 = 100.00%

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108 1,018 of 2,370 registered voters = 42.95%

Proposition A, City of Edinburg Special

Choice	Party	Absentee Voting		Early Voting		Election Day		Total	
For		31	100.00%	472	81.52%	164	79.61%	667	81.74%
Against		0	0.00%	107	18.48%	42	20.39%	149	18.26%
Cast Votes:		31	100.00%	579	100.00%	206	100.00%	816	100.00%
Undervotes:		6		157		39		202	
Overvotes:		0		0		0		0	

Proposition B, City of Edinburg Special

Choice	Party	Absentee Voting		Early Voting		Election Day		Total	
For		23	69.70%	327	57.47%	115	58.97%	465	58.34%
Against		10	30.30%	242	42.53%	80	41.03%	332	41.66%
Cast Votes:		33	100.00%	569	100.00%	195	100.00%	797	100.00%
Undervotes:		4		167		50		221	
Overvotes:		0		0		0		0	

Proposition C, City of Edinburg Special

Choice	Party	Absentee Voting		Early Voting		Election Day		Total	
For		33	100.00%	514	90.18%	169	87.56%	716	89.95%
Against		0	0.00%	56	9.82%	24	12.44%	80	10.05%
Cast Votes:		33	100.00%	570	100.00%	193	100.00%	796	100.00%
Undervotes:		4		166		52		222	
Overvotes:		0		0		0		0	

Proposition D, City of Edinburg Special

Choice	Party	Absentee Voting		Early Voting		Election Day		Total	
For		29	90.63%	436	78.28%	152	81.72%	617	79.61%
Against		3	9.38%	121	21.72%	34	18.28%	158	20.39%
Cast Votes:		32	100.00%	557	100.00%	186	100.00%	775	100.00%
Undervotes:		5		179		59		243	
Overvotes:		0		0		0		0	

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General and Local Entities Elections

Registered Voters

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108 1,018 of 2,370 registered voters = 42.95%

Proposition E, City of Edinburg Special

Choice	Party	Absentee Voting		Early Voting		Election Day		Total	
For		32	96.97%	501	91.09%	162	87.10%	695	90.38%
Against		1	3.03%	49	8.91%	24	12.90%	74	9.62%
Cast Votes:		33	100.00%	550	100.00%	186	100.00%	769	100.00%
Undervotes:		4		186		59		249	
Overvotes:		0		0		0		0	

Proposition F, City of Edinburg Special

Choice	Party	Absentee Voting		Early Voting		Election Day		Total	
For		31	93.94%	477	87.36%	161	87.98%	669	87.80%
Against		2	6.06%	69	12.64%	22	12.02%	93	12.20%
Cast Votes:		33	100.00%	546	100.00%	183	100.00%	762	100.00%
Undervotes:		4		190		62		256	
Overvotes:		0		0		0		0	

Proposition G, City of Edinburg Special

Choice	Party	Absentee Voting		Early Voting		Election Day		Total	
For		32	100.00%	459	83.76%	156	80.83%	647	83.70%
Against		0	0.00%	89	16.24%	37	19.17%	126	16.30%
Cast Votes:		32	100.00%	548	100.00%	193	100.00%	773	100.00%
Undervotes:		5		188		52		245	
Overvotes:		0		0		0		0	

Proposition H, City of Edinburg Special

Choice	Party	Absentee Voting		Early Voting		Election Day		Total	
For		29	90.63%	457	84.94%	157	83.96%	643	84.94%
Against		3	9.38%	81	15.06%	30	16.04%	114	15.06%
Cast Votes:		32	100.00%	538	100.00%	187	100.00%	757	100.00%
Undervotes:		5		198		58		261	
Overvotes:		0		0		0		0	

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108

1,018 of 2,370 registered voters = 42.95%

Proposition I, City of Edinburg Special

Choice	Party	Absentee Voting		Early Voting		Election Day		Total	
For		30	93.75%	474	88.27%	160	87.91%	664	88.42%
Against		2	6.25%	63	11.73%	22	12.09%	87	11.58%
Cast Votes:		32	100.00%	537	100.00%	182	100.00%	751	100.00%
Undervotes:		5		199		63		267	
Overvotes:		0		0		0		0	

Proposition J, City of Edinburg Special

Choice	Party	Absentee Voting		Early Voting		Election Day		Total	
For		28	90.32%	438	85.21%	149	84.18%	615	85.18%
Against		3	9.68%	76	14.79%	28	15.82%	107	14.82%
Cast Votes:		31	100.00%	514	100.00%	177	100.00%	722	100.00%
Undervotes:		6		222		68		296	
Overvotes:		0		0		0		0	

Proposition K, City of Edinburg Special

Choice	Party	Absentee Voting		Early Voting		Election Day		Total	
For		27	93.10%	444	85.06%	144	80.90%	615	84.36%
Against		2	6.90%	78	14.94%	34	19.10%	114	15.64%
Cast Votes:		29	100.00%	522	100.00%	178	100.00%	729	100.00%
Undervotes:		8		214		67		289	
Overvotes:		0		0		0		0	

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Registered Voters

29629 of 447359 = 6.62%

Polling Places Reporting

162 of 162 = 100.00%

109

1,537 of 3,547 registered voters = 43.33%

Proposition A, City of Edinburg Special

Choice	Party	Absentee Voting		Early Voting		Election Day		Total	
For		26	86.67%	808	85.41%	287	84.16%	1,121	85.12%
Against		4	13.33%	138	14.59%	54	15.84%	196	14.88%
Cast Votes:		30	100.00%	946	100.00%	341	100.00%	1,317	100.00%
Undervotes:		5		151		64		220	
Overvotes:		0		0		0		0	

Proposition B, City of Edinburg Special

Choice	Party	Absentee Voting		Early Voting		Election Day		Total	
For		23	76.67%	459	49.09%	182	52.00%	664	50.49%
Against		7	23.33%	476	50.91%	168	48.00%	651	49.51%
Cast Votes:		30	100.00%	935	100.00%	350	100.00%	1,315	100.00%
Undervotes:		5		162		55		222	
Overvotes:		0		0		0		0	

Proposition C, City of Edinburg Special

Choice	Party	Absentee Voting		Early Voting		Election Day		Total	
For		30	100.00%	865	91.44%	325	93.12%	1,220	92.08%
Against		0	0.00%	81	8.56%	24	6.88%	105	7.92%
Cast Votes:		30	100.00%	946	100.00%	349	100.00%	1,325	100.00%
Undervotes:		5		151		56		212	
Overvotes:		0		0		0		0	

Proposition D, City of Edinburg Special

Choice	Party	Absentee Voting		Early Voting		Election Day		Total	
For		24	85.71%	764	83.50%	279	83.53%	1,067	83.56%
Against		4	14.29%	151	16.50%	55	16.47%	210	16.44%
Cast Votes:		28	100.00%	915	100.00%	334	100.00%	1,277	100.00%
Undervotes:		7		182		71		260	
Overvotes:		0		0		0		0	

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Registered Voters

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162 of 162 = 100.00%

109

1,537 of 3,547 registered voters = 43.33%

Proposition E, City of Edinburg Special

Choice	Party	Absentee Voting		Early Voting		Election Day		Total	
For		26	92.86%	862	92.89%	311	92.56%	1,199	92.80%
Against		2	7.14%	66	7.11%	25	7.44%	93	7.20%
Cast Votes:		28	100.00%	928	100.00%	336	100.00%	1,292	100.00%
Undervotes:		7		169		69		245	
Overvotes:		0		0		0		0	

Proposition F, City of Edinburg Special

Choice	Party	Absentee Voting		Early Voting		Election Day		Total	
For		27	96.43%	819	89.41%	299	90.33%	1,145	89.80%
Against		1	3.57%	97	10.59%	32	9.67%	130	10.20%
Cast Votes:		28	100.00%	916	100.00%	331	100.00%	1,275	100.00%
Undervotes:		7		181		74		262	
Overvotes:		0		0		0		0	

Proposition G, City of Edinburg Special

Choice	Party	Absentee Voting		Early Voting		Election Day		Total	
For		25	89.29%	796	85.22%	298	88.43%	1,119	86.14%
Against		3	10.71%	138	14.78%	39	11.57%	180	13.86%
Cast Votes:		28	100.00%	934	100.00%	337	100.00%	1,299	100.00%
Undervotes:		7		163		68		238	
Overvotes:		0		0		0		0	

Proposition H, City of Edinburg Special

Choice	Party	Absentee Voting		Early Voting		Election Day		Total	
For		28	100.00%	816	90.37%	298	89.76%	1,142	90.42%
Against		0	0.00%	87	9.63%	34	10.24%	121	9.58%
Cast Votes:		28	100.00%	903	100.00%	332	100.00%	1,263	100.00%
Undervotes:		7		194		73		274	
Overvotes:		0		0		0		0	

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Registered Voters

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109

1,537 of 3,547 registered voters = 43.33%

Proposition I, City of Edinburg Special

Choice	Party	Absentee Voting		Early Voting		Election Day		Total	
For		26	92.86%	852	93.32%	308	92.77%	1,186	93.17%
Against		2	7.14%	61	6.68%	24	7.23%	87	6.83%
Cast Votes:		28	100.00%	913	100.00%	332	100.00%	1,273	100.00%
Undervotes:		7		184		73		264	
Overvotes:		0		0		0		0	

Proposition J, City of Edinburg Special

Choice	Party	Absentee Voting		Early Voting		Election Day		Total	
For		28	96.55%	728	85.15%	272	87.46%	1,028	86.03%
Against		1	3.45%	127	14.85%	39	12.54%	167	13.97%
Cast Votes:		29	100.00%	855	100.00%	311	100.00%	1,195	100.00%
Undervotes:		6		242		94		342	
Overvotes:		0		0		0		0	

Proposition K, City of Edinburg Special

Choice	Party	Absentee Voting		Early Voting		Election Day		Total	
For		26	92.86%	783	89.59%	281	89.78%	1,090	89.71%
Against		2	7.14%	91	10.41%	32	10.22%	125	10.29%
Cast Votes:		28	100.00%	874	100.00%	313	100.00%	1,215	100.00%
Undervotes:		7		223		92		322	
Overvotes:		0		0		0		0	

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29629 of 447359 = 6.62%

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162 of 162 = 100.00%

143

2,081 of 3,695 registered voters = 56.32%

Proposition A, City of Edinburg Special

Choice	Party	Absentee Voting		Early Voting		Election Day		Total	
For		28	84.85%	1,141	83.84%	351	81.63%	1,520	83.33%
Against		5	15.15%	220	16.16%	79	18.37%	304	16.67%
Cast Votes:		33	100.00%	1,361	100.00%	430	100.00%	1,824	100.00%
Undervotes:		5		187		65		257	
Overvotes:		0		0		0		0	

Proposition B, City of Edinburg Special

Choice	Party	Absentee Voting		Early Voting		Election Day		Total	
For		16	48.48%	727	53.42%	230	54.76%	973	53.64%
Against		17	51.52%	634	46.58%	190	45.24%	841	46.36%
Cast Votes:		33	100.00%	1,361	100.00%	420	100.00%	1,814	100.00%
Undervotes:		5		187		75		267	
Overvotes:		0		0		0		0	

Proposition C, City of Edinburg Special

Choice	Party	Absentee Voting		Early Voting		Election Day		Total	
For		33	97.06%	1,279	93.15%	385	91.45%	1,697	92.83%
Against		1	2.94%	94	6.85%	36	8.55%	131	7.17%
Cast Votes:		34	100.00%	1,373	100.00%	421	100.00%	1,828	100.00%
Undervotes:		4		175		74		253	
Overvotes:		0		0		0		0	

Proposition D, City of Edinburg Special

Choice	Party	Absentee Voting		Early Voting		Election Day		Total	
For		33	97.06%	1,103	83.25%	325	80.85%	1,461	82.96%
Against		1	2.94%	222	16.75%	77	19.15%	300	17.04%
Cast Votes:		34	100.00%	1,325	100.00%	402	100.00%	1,761	100.00%
Undervotes:		4		223		93		320	
Overvotes:		0		0		0		0	

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143 2,081 of 3,695 registered voters = 56.32%

Proposition E, City of Edinburg Special

Choice	Party	Absentee Voting		Early Voting		Election Day		Total	
For		32	94.12%	1,264	93.91%	379	92.21%	1,675	93.52%
Against		2	5.88%	82	6.09%	32	7.79%	116	6.48%
Cast Votes:		34	100.00%	1,346	100.00%	411	100.00%	1,791	100.00%
Undervotes:		4		202		84		290	
Overvotes:		0		0		0		0	

Proposition F, City of Edinburg Special

Choice	Party	Absentee Voting		Early Voting		Election Day		Total	
For		29	85.29%	1,205	91.29%	363	89.41%	1,597	90.74%
Against		5	14.71%	115	8.71%	43	10.59%	163	9.26%
Cast Votes:		34	100.00%	1,320	100.00%	406	100.00%	1,760	100.00%
Undervotes:		4		228		89		321	
Overvotes:		0		0		0		0	

Proposition G, City of Edinburg Special

Choice	Party	Absentee Voting		Early Voting		Election Day		Total	
For		28	82.35%	1,154	85.48%	362	87.65%	1,544	85.92%
Against		6	17.65%	196	14.52%	51	12.35%	253	14.08%
Cast Votes:		34	100.00%	1,350	100.00%	413	100.00%	1,797	100.00%
Undervotes:		4		198		82		284	
Overvotes:		0		0		0		0	

Proposition H, City of Edinburg Special

Choice	Party	Absentee Voting		Early Voting		Election Day		Total	
For		30	88.24%	1,179	90.28%	359	90.20%	1,568	90.22%
Against		4	11.76%	127	9.72%	39	9.80%	170	9.78%
Cast Votes:		34	100.00%	1,306	100.00%	398	100.00%	1,738	100.00%
Undervotes:		4		242		97		343	
Overvotes:		0		0		0		0	

143

2,081 of 3,695 registered voters = 56.32%

Proposition I, City of Edinburg Special

Choice	Party	Absentee Voting		Early Voting		Election Day		Total	
For		31	91.18%	1,226	94.09%	355	89.87%	1,612	93.07%
Against		3	8.82%	77	5.91%	40	10.13%	120	6.93%
Cast Votes:		34	100.00%	1,303	100.00%	395	100.00%	1,732	100.00%
Undervotes:		4		245		100		349	
Overvotes:		0		0		0		0	

Proposition J, City of Edinburg Special

Choice	Party	Absentee Voting		Early Voting		Election Day		Total	
For		30	88.24%	1,075	87.76%	319	85.07%	1,424	87.15%
Against		4	11.76%	150	12.24%	56	14.93%	210	12.85%
Cast Votes:		34	100.00%	1,225	100.00%	375	100.00%	1,634	100.00%
Undervotes:		4		323		120		447	
Overvotes:		0		0		0		0	

Proposition K, City of Edinburg Special

Choice	Party	Absentee Voting		Early Voting		Election Day		Total	
For		25	86.21%	1,100	88.50%	340	89.24%	1,465	88.63%
Against		4	13.79%	143	11.50%	41	10.76%	188	11.37%
Cast Votes:		29	100.00%	1,243	100.00%	381	100.00%	1,653	100.00%
Undervotes:		9		305		114		428	
Overvotes:		0		0		0		0	

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151 2,681 of 3,823 registered voters = 70.13%

Proposition A, City of Edinburg Special

Choice	Party	Absentee Voting		Early Voting		Election Day		Total	
For		75	96.15%	1,698	86.77%	303	84.17%	2,076	86.68%
Against		3	3.85%	259	13.23%	57	15.83%	319	13.32%
Cast Votes:		78	100.00%	1,957	100.00%	360	100.00%	2,395	100.00%
Undervotes:		9		221		56		286	
Overvotes:		0		0		0		0	

Proposition B, City of Edinburg Special

Choice	Party	Absentee Voting		Early Voting		Election Day		Total	
For		53	67.95%	1,017	53.30%	188	52.66%	1,258	53.69%
Against		25	32.05%	891	46.70%	169	47.34%	1,085	46.31%
Cast Votes:		78	100.00%	1,908	100.00%	357	100.00%	2,343	100.00%
Undervotes:		9		270		59		338	
Overvotes:		0		0		0		0	

Proposition C, City of Edinburg Special

Choice	Party	Absentee Voting		Early Voting		Election Day		Total	
For		78	98.73%	1,823	93.49%	332	92.22%	2,233	93.47%
Against		1	1.27%	127	6.51%	28	7.78%	156	6.53%
Cast Votes:		79	100.00%	1,950	100.00%	360	100.00%	2,389	100.00%
Undervotes:		8		228		56		292	
Overvotes:		0		0		0		0	

Proposition D, City of Edinburg Special

Choice	Party	Absentee Voting		Early Voting		Election Day		Total	
For		74	94.87%	1,610	85.91%	277	81.95%	1,961	85.63%
Against		4	5.13%	264	14.09%	61	18.05%	329	14.37%
Cast Votes:		78	100.00%	1,874	100.00%	338	100.00%	2,290	100.00%
Undervotes:		9		304		78		391	
Overvotes:		0		0		0		0	

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151 2,681 of 3,823 registered voters = 70.13%

Proposition E, City of Edinburg Special

Choice	Party	Absentee Voting		Early Voting		Election Day		Total	
For		77	97.47%	1,801	94.39%	326	95.60%	2,204	94.67%
Against		2	2.53%	107	5.61%	15	4.40%	124	5.33%
Cast Votes:		79	100.00%	1,908	100.00%	341	100.00%	2,328	100.00%
Undervotes:		8		270		75		353	
Overvotes:		0		0		0		0	

Proposition F, City of Edinburg Special

Choice	Party	Absentee Voting		Early Voting		Election Day		Total	
For		75	96.15%	1,713	91.80%	302	90.69%	2,090	91.79%
Against		3	3.85%	153	8.20%	31	9.31%	187	8.21%
Cast Votes:		78	100.00%	1,866	100.00%	333	100.00%	2,277	100.00%
Undervotes:		9		312		83		404	
Overvotes:		0		0		0		0	

Proposition G, City of Edinburg Special

Choice	Party	Absentee Voting		Early Voting		Election Day		Total	
For		69	88.46%	1,558	81.87%	279	81.10%	1,906	81.98%
Against		9	11.54%	345	18.13%	65	18.90%	419	18.02%
Cast Votes:		78	100.00%	1,903	100.00%	344	100.00%	2,325	100.00%
Undervotes:		9		275		72		356	
Overvotes:		0		0		0		0	

Proposition H, City of Edinburg Special

Choice	Party	Absentee Voting		Early Voting		Election Day		Total	
For		77	98.72%	1,677	91.14%	301	90.39%	2,055	91.29%
Against		1	1.28%	163	8.86%	32	9.61%	196	8.71%
Cast Votes:		78	100.00%	1,840	100.00%	333	100.00%	2,251	100.00%
Undervotes:		9		338		83		430	
Overvotes:		0		0		0		0	

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2,681 of 3,823 registered voters = 70.13%

Proposition I, City of Edinburg Special

Choice	Party	Absentee Voting		Early Voting		Election Day		Total	
For		76	96.20%	1,730	93.06%	319	93.27%	2,125	93.20%
Against		3	3.80%	129	6.94%	23	6.73%	155	6.80%
Cast Votes:		79	100.00%	1,859	100.00%	342	100.00%	2,280	100.00%
Undervotes:		8		319		74		401	
Overvotes:		0		0		0		0	

Proposition J, City of Edinburg Special

Choice	Party	Absentee Voting		Early Voting		Election Day		Total	
For		65	87.84%	1,533	88.00%	273	86.94%	1,871	87.84%
Against		9	12.16%	209	12.00%	41	13.06%	259	12.16%
Cast Votes:		74	100.00%	1,742	100.00%	314	100.00%	2,130	100.00%
Undervotes:		13		436		102		551	
Overvotes:		0		0		0		0	

Proposition K, City of Edinburg Special

Choice	Party	Absentee Voting		Early Voting		Election Day		Total	
For		64	91.43%	1,581	88.32%	279	87.46%	1,924	88.30%
Against		6	8.57%	209	11.68%	40	12.54%	255	11.70%
Cast Votes:		70	100.00%	1,790	100.00%	319	100.00%	2,179	100.00%
Undervotes:		17		388		97		502	
Overvotes:		0		0		0		0	

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152

1,503 of 2,643 registered voters = 56.87%

Proposition A, City of Edinburg Special

Choice	Party	Absentee Voting		Early Voting		Election Day		Total	
For		41	95.35%	816	82.42%	238	84.70%	1,095	83.33%
Against		2	4.65%	174	17.58%	43	15.30%	219	16.67%
Cast Votes:		43	100.00%	990	100.00%	281	100.00%	1,314	100.00%
Undervotes:		8		128		53		189	
Overvotes:		0		0		0		0	

Proposition B, City of Edinburg Special

Choice	Party	Absentee Voting		Early Voting		Election Day		Total	
For		30	68.18%	534	55.39%	160	55.56%	724	55.86%
Against		14	31.82%	430	44.61%	128	44.44%	572	44.14%
Cast Votes:		44	100.00%	964	100.00%	288	100.00%	1,296	100.00%
Undervotes:		7		154		46		207	
Overvotes:		0		0		0		0	

Proposition C, City of Edinburg Special

Choice	Party	Absentee Voting		Early Voting		Election Day		Total	
For		43	93.48%	886	91.43%	263	90.38%	1,192	91.27%
Against		3	6.52%	83	8.57%	28	9.62%	114	8.73%
Cast Votes:		46	100.00%	969	100.00%	291	100.00%	1,306	100.00%
Undervotes:		5		149		43		197	
Overvotes:		0		0		0		0	

Proposition D, City of Edinburg Special

Choice	Party	Absentee Voting		Early Voting		Election Day		Total	
For		36	85.71%	784	83.94%	241	85.77%	1,061	84.41%
Against		6	14.29%	150	16.06%	40	14.23%	196	15.59%
Cast Votes:		42	100.00%	934	100.00%	281	100.00%	1,257	100.00%
Undervotes:		9		184		53		246	
Overvotes:		0		0		0		0	

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1,503 of 2,643 registered voters = 56.87%

Proposition E, City of Edinburg Special

Choice	Party	Absentee Voting		Early Voting		Election Day		Total	
For		42	93.33%	872	93.36%	259	92.17%	1,173	93.10%
Against		3	6.67%	62	6.64%	22	7.83%	87	6.90%
Cast Votes:		45	100.00%	934	100.00%	281	100.00%	1,260	100.00%
Undervotes:		6		184		53		243	
Overvotes:		0		0		0		0	

Proposition F, City of Edinburg Special

Choice	Party	Absentee Voting		Early Voting		Election Day		Total	
For		44	95.65%	830	89.06%	255	91.73%	1,129	89.89%
Against		2	4.35%	102	10.94%	23	8.27%	127	10.11%
Cast Votes:		46	100.00%	932	100.00%	278	100.00%	1,256	100.00%
Undervotes:		5		186		56		247	
Overvotes:		0		0		0		0	

Proposition G, City of Edinburg Special

Choice	Party	Absentee Voting		Early Voting		Election Day		Total	
For		40	86.96%	801	83.79%	237	83.75%	1,078	83.89%
Against		6	13.04%	155	16.21%	46	16.25%	207	16.11%
Cast Votes:		46	100.00%	956	100.00%	283	100.00%	1,285	100.00%
Undervotes:		5		162		51		218	
Overvotes:		0		0		0		0	

Proposition H, City of Edinburg Special

Choice	Party	Absentee Voting		Early Voting		Election Day		Total	
For		38	84.44%	822	89.35%	247	89.49%	1,107	89.20%
Against		7	15.56%	98	10.65%	29	10.51%	134	10.80%
Cast Votes:		45	100.00%	920	100.00%	276	100.00%	1,241	100.00%
Undervotes:		6		198		58		262	
Overvotes:		0		0		0		0	

152

1,503 of 2,643 registered voters = 56.87%

Proposition I, City of Edinburg Special

Choice	Party	Absentee Voting		Early Voting		Election Day		Total	
For		42	93.33%	850	91.59%	264	92.96%	1,156	91.96%
Against		3	6.67%	78	8.41%	20	7.04%	101	8.04%
Cast Votes:		45	100.00%	928	100.00%	284	100.00%	1,257	100.00%
Undervotes:		6		190		50		246	
Overvotes:		0		0		0		0	

Proposition J, City of Edinburg Special

Choice	Party	Absentee Voting		Early Voting		Election Day		Total	
For		36	81.82%	738	84.25%	237	90.80%	1,011	85.61%
Against		8	18.18%	138	15.75%	24	9.20%	170	14.39%
Cast Votes:		44	100.00%	876	100.00%	261	100.00%	1,181	100.00%
Undervotes:		7		242		73		322	
Overvotes:		0		0		0		0	

Proposition K, City of Edinburg Special

Choice	Party	Absentee Voting		Early Voting		Election Day		Total	
For		36	83.72%	762	86.20%	238	89.81%	1,036	86.91%
Against		7	16.28%	122	13.80%	27	10.19%	156	13.09%
Cast Votes:		43	100.00%	884	100.00%	265	100.00%	1,192	100.00%
Undervotes:		8		234		69		311	
Overvotes:		0		0		0		0	

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Registered Voters

29629 of 447359 = 6.62%

Polling Places Reporting

162 of 162 = 100.00%

154

103 of 2,936 registered voters = 3.51%

Proposition A, City of Edinburg Special

Choice	Party	Absentee Voting		Early Voting		Election Day		Total	
For		3	100.00%	44	73.33%	16	72.73%	63	74.12%
Against		0	0.00%	16	26.67%	6	27.27%	22	25.88%
Cast Votes:		3	100.00%	60	100.00%	22	100.00%	85	100.00%
Undervotes:		0		13		5		18	
Overvotes:		0		0		0		0	

Proposition B, City of Edinburg Special

Choice	Party	Absentee Voting		Early Voting		Election Day		Total	
For		0	0.00%	33	58.93%	17	73.91%	50	61.73%
Against		2	100.00%	23	41.07%	6	26.09%	31	38.27%
Cast Votes:		2	100.00%	56	100.00%	23	100.00%	81	100.00%
Undervotes:		1		17		4		22	
Overvotes:		0		0		0		0	

Proposition C, City of Edinburg Special

Choice	Party	Absentee Voting		Early Voting		Election Day		Total	
For		3	100.00%	51	86.44%	20	86.96%	74	87.06%
Against		0	0.00%	8	13.56%	3	13.04%	11	12.94%
Cast Votes:		3	100.00%	59	100.00%	23	100.00%	85	100.00%
Undervotes:		0		14		4		18	
Overvotes:		0		0		0		0	

Proposition D, City of Edinburg Special

Choice	Party	Absentee Voting		Early Voting		Election Day		Total	
For		3	100.00%	40	74.07%	19	82.61%	62	77.50%
Against		0	0.00%	14	25.93%	4	17.39%	18	22.50%
Cast Votes:		3	100.00%	54	100.00%	23	100.00%	80	100.00%
Undervotes:		0		19		4		23	
Overvotes:		0		0		0		0	

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Official Results

Registered Voters

29629 of 447359 = 6.62%

Polling Places Reporting

162 of 162 = 100.00%

154

103 of 2,936 registered voters = 3.51%

Proposition E, City of Edinburg Special

Choice	Party	Absentee Voting		Early Voting		Election Day		Total	
For		3	100.00%	47	85.45%	19	86.36%	69	86.25%
Against		0	0.00%	8	14.55%	3	13.64%	11	13.75%
Cast Votes:		3	100.00%	55	100.00%	22	100.00%	80	100.00%
Undervotes:		0		18		5		23	
Overvotes:		0		0		0		0	

Proposition F, City of Edinburg Special

Choice	Party	Absentee Voting		Early Voting		Election Day		Total	
For		3	100.00%	47	85.45%	17	80.95%	67	84.81%
Against		0	0.00%	8	14.55%	4	19.05%	12	15.19%
Cast Votes:		3	100.00%	55	100.00%	21	100.00%	79	100.00%
Undervotes:		0		18		6		24	
Overvotes:		0		0		0		0	

Proposition G, City of Edinburg Special

Choice	Party	Absentee Voting		Early Voting		Election Day		Total	
For		2	66.67%	37	68.52%	20	86.96%	59	73.75%
Against		1	33.33%	17	31.48%	3	13.04%	21	26.25%
Cast Votes:		3	100.00%	54	100.00%	23	100.00%	80	100.00%
Undervotes:		0		19		4		23	
Overvotes:		0		0		0		0	

Proposition H, City of Edinburg Special

Choice	Party	Absentee Voting		Early Voting		Election Day		Total	
For		2	66.67%	40	76.92%	17	80.95%	59	77.63%
Against		1	33.33%	12	23.08%	4	19.05%	17	22.37%
Cast Votes:		3	100.00%	52	100.00%	21	100.00%	76	100.00%
Undervotes:		0		21		6		27	
Overvotes:		0		0		0		0	

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Registered Voters

29629 of 447359 = 6.62%

Polling Places Reporting

162 of 162 = 100.00%

154

103 of 2,936 registered voters = 3.51%

Proposition I, City of Edinburg Special

Choice	Party	Absentee Voting		Early Voting		Election Day		Total	
For		3	100.00%	47	87.04%	19	95.00%	69	89.61%
Against		0	0.00%	7	12.96%	1	5.00%	8	10.39%
Cast Votes:		3	100.00%	54	100.00%	20	100.00%	77	100.00%
Undervotes:		0		19		7		26	
Overvotes:		0		0		0		0	

Proposition J, City of Edinburg Special

Choice	Party	Absentee Voting		Early Voting		Election Day		Total	
For		2	66.67%	40	78.43%	16	88.89%	58	80.56%
Against		1	33.33%	11	21.57%	2	11.11%	14	19.44%
Cast Votes:		3	100.00%	51	100.00%	18	100.00%	72	100.00%
Undervotes:		0		22		9		31	
Overvotes:		0		0		0		0	

Proposition K, City of Edinburg Special

Choice	Party	Absentee Voting		Early Voting		Election Day		Total	
For		2	66.67%	39	79.59%	15	83.33%	56	80.00%
Against		1	33.33%	10	20.41%	3	16.67%	14	20.00%
Cast Votes:		3	100.00%	49	100.00%	18	100.00%	70	100.00%
Undervotes:		0		24		9		33	
Overvotes:		0		0		0		0	

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Registered Voters

29629 of 447359 = 6.62%

Polling Places Reporting

162 of 162 = 100.00%

158

1,234 of 4,597 registered voters = 26.84%

Proposition A, City of Edinburg Special

Choice	Party	Absentee Voting		Early Voting		Election Day		Total	
For		21	100.00%	621	83.81%	251	82.84%	893	83.85%
Against		0	0.00%	120	16.19%	52	17.16%	172	16.15%
Cast Votes:		21	100.00%	741	100.00%	303	100.00%	1,065	100.00%
Undervotes:		1		119		49		169	
Overvotes:		0		0		0		0	

Proposition B, City of Edinburg Special

Choice	Party	Absentee Voting		Early Voting		Election Day		Total	
For		15	71.43%	377	52.14%	167	55.30%	559	53.44%
Against		6	28.57%	346	47.86%	135	44.70%	487	46.56%
Cast Votes:		21	100.00%	723	100.00%	302	100.00%	1,046	100.00%
Undervotes:		1		137		50		188	
Overvotes:		0		0		0		0	

Proposition C, City of Edinburg Special

Choice	Party	Absentee Voting		Early Voting		Election Day		Total	
For		20	95.24%	675	91.96%	276	91.39%	971	91.86%
Against		1	4.76%	59	8.04%	26	8.61%	86	8.14%
Cast Votes:		21	100.00%	734	100.00%	302	100.00%	1,057	100.00%
Undervotes:		1		126		50		177	
Overvotes:		0		0		0		0	

Proposition D, City of Edinburg Special

Choice	Party	Absentee Voting		Early Voting		Election Day		Total	
For		16	80.00%	587	83.14%	247	84.59%	850	83.50%
Against		4	20.00%	119	16.86%	45	15.41%	168	16.50%
Cast Votes:		20	100.00%	706	100.00%	292	100.00%	1,018	100.00%
Undervotes:		2		154		60		216	
Overvotes:		0		0		0		0	

158

1,234 of 4,597 registered voters = 26.84%

Proposition E, City of Edinburg Special

Choice	Party	Absentee Voting		Early Voting		Election Day		Total	
For		19	95.00%	675	94.14%	272	91.89%	966	93.51%
Against		1	5.00%	42	5.86%	24	8.11%	67	6.49%
Cast Votes:		20	100.00%	717	100.00%	296	100.00%	1,033	100.00%
Undervotes:		2		143		56		201	
Overvotes:		0		0		0		0	

Proposition F, City of Edinburg Special

Choice	Party	Absentee Voting		Early Voting		Election Day		Total	
For		18	90.00%	646	92.15%	268	91.16%	932	91.82%
Against		2	10.00%	55	7.85%	26	8.84%	83	8.18%
Cast Votes:		20	100.00%	701	100.00%	294	100.00%	1,015	100.00%
Undervotes:		2		159		58		219	
Overvotes:		0		0		0		0	

Proposition G, City of Edinburg Special

Choice	Party	Absentee Voting		Early Voting		Election Day		Total	
For		14	70.00%	609	85.17%	257	86.24%	880	85.19%
Against		6	30.00%	106	14.83%	41	13.76%	153	14.81%
Cast Votes:		20	100.00%	715	100.00%	298	100.00%	1,033	100.00%
Undervotes:		2		145		54		201	
Overvotes:		0		0		0		0	

Proposition H, City of Edinburg Special

Choice	Party	Absentee Voting		Early Voting		Election Day		Total	
For		18	90.00%	608	88.50%	264	91.99%	890	89.54%
Against		2	10.00%	79	11.50%	23	8.01%	104	10.46%
Cast Votes:		20	100.00%	687	100.00%	287	100.00%	994	100.00%
Undervotes:		2		173		65		240	
Overvotes:		0		0		0		0	

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Registered Voters

29629 of 447359 = 6.62%

Polling Places Reporting

162 of 162 = 100.00%

158

1,234 of 4,597 registered voters = 26.84%

Proposition I, City of Edinburg Special

Choice	Party	Absentee Voting		Early Voting		Election Day		Total	
For		19	95.00%	640	91.95%	267	93.36%	926	92.42%
Against		1	5.00%	56	8.05%	19	6.64%	76	7.58%
Cast Votes:		20	100.00%	696	100.00%	286	100.00%	1,002	100.00%
Undervotes:		2		164		66		232	
Overvotes:		0		0		0		0	

Proposition J, City of Edinburg Special

Choice	Party	Absentee Voting		Early Voting		Election Day		Total	
For		16	80.00%	575	88.19%	244	88.73%	835	88.17%
Against		4	20.00%	77	11.81%	31	11.27%	112	11.83%
Cast Votes:		20	100.00%	652	100.00%	275	100.00%	947	100.00%
Undervotes:		2		208		77		287	
Overvotes:		0		0		0		0	

Proposition K, City of Edinburg Special

Choice	Party	Absentee Voting		Early Voting		Election Day		Total	
For		15	78.95%	586	88.39%	247	88.85%	848	88.33%
Against		4	21.05%	77	11.61%	31	11.15%	112	11.67%
Cast Votes:		19	100.00%	663	100.00%	278	100.00%	960	100.00%
Undervotes:		3		197		74		274	
Overvotes:		0		0		0		0	

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General and Local Entities Elections

Registered Voters

29629 of 447359 = 6.62%

Polling Places Reporting

162 of 162 = 100.00%

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201 1,107 of 1,294 registered voters = 85.55%

Proposition A, City of Edinburg Special

Choice	Party	Absentee Voting		Early Voting		Election Day		Total	
For		13	92.86%	556	86.60%	263	81.68%	832	85.07%
Against		1	7.14%	86	13.40%	59	18.32%	146	14.93%
Cast Votes:		14	100.00%	642	100.00%	322	100.00%	978	100.00%
Undervotes:		0		80		49		129	
Overvotes:		0		0		0		0	

Proposition B, City of Edinburg Special

Choice	Party	Absentee Voting		Early Voting		Election Day		Total	
For		4	28.57%	324	51.92%	158	50.32%	486	51.05%
Against		10	71.43%	300	48.08%	156	49.68%	466	48.95%
Cast Votes:		14	100.00%	624	100.00%	314	100.00%	952	100.00%
Undervotes:		0		98		57		155	
Overvotes:		0		0		0		0	

Proposition C, City of Edinburg Special

Choice	Party	Absentee Voting		Early Voting		Election Day		Total	
For		14	100.00%	603	95.41%	301	94.06%	918	95.03%
Against		0	0.00%	29	4.59%	19	5.94%	48	4.97%
Cast Votes:		14	100.00%	632	100.00%	320	100.00%	966	100.00%
Undervotes:		0		90		51		141	
Overvotes:		0		0		0		0	

Proposition D, City of Edinburg Special

Choice	Party	Absentee Voting		Early Voting		Election Day		Total	
For		13	92.86%	509	84.55%	266	86.08%	788	85.19%
Against		1	7.14%	93	15.45%	43	13.92%	137	14.81%
Cast Votes:		14	100.00%	602	100.00%	309	100.00%	925	100.00%
Undervotes:		0		120		62		182	
Overvotes:		0		0		0		0	

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General and Local Entities Elections

Registered Voters
29629 of 447359 = 6.62%

Polling Places Reporting
162 of 162 = 100.00%

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201 1,107 of 1,294 registered voters = 85.55%

Proposition E, City of Edinburg Special

Choice	Party	Absentee Voting		Early Voting		Election Day		Total	
For		13	92.86%	586	95.13%	291	92.97%	890	94.38%
Against		1	7.14%	30	4.87%	22	7.03%	53	5.62%
Cast Votes:		14	100.00%	616	100.00%	313	100.00%	943	100.00%
Undervotes:		0		106		58		164	
Overvotes:		0		0		0		0	

Proposition F, City of Edinburg Special

Choice	Party	Absentee Voting		Early Voting		Election Day		Total	
For		13	92.86%	542	89.74%	274	91.03%	829	90.21%
Against		1	7.14%	62	10.26%	27	8.97%	90	9.79%
Cast Votes:		14	100.00%	604	100.00%	301	100.00%	919	100.00%
Undervotes:		0		118		70		188	
Overvotes:		0		0		0		0	

Proposition G, City of Edinburg Special

Choice	Party	Absentee Voting		Early Voting		Election Day		Total	
For		12	85.71%	527	85.14%	255	83.06%	794	84.47%
Against		2	14.29%	92	14.86%	52	16.94%	146	15.53%
Cast Votes:		14	100.00%	619	100.00%	307	100.00%	940	100.00%
Undervotes:		0		103		64		167	
Overvotes:		0		0		0		0	

Proposition H, City of Edinburg Special

Choice	Party	Absentee Voting		Early Voting		Election Day		Total	
For		14	100.00%	542	90.79%	269	90.88%	825	90.96%
Against		0	0.00%	55	9.21%	27	9.12%	82	9.04%
Cast Votes:		14	100.00%	597	100.00%	296	100.00%	907	100.00%
Undervotes:		0		125		75		200	
Overvotes:		0		0		0		0	

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Registered Voters

29629 of 447359 = 6.62%

Polling Places Reporting

162 of 162 = 100.00%

201

1,107 of 1,294 registered voters = 85.55%

Proposition I, City of Edinburg Special									
Choice	Party	Absentee Voting		Early Voting		Election Day		Total	
For		14	100.00%	568	93.42%	276	92.31%	858	93.16%
Against		0	0.00%	40	6.58%	23	7.69%	63	6.84%
Cast Votes:		14	100.00%	608	100.00%	299	100.00%	921	100.00%
Undervotes:		0		114		72		186	
Overvotes:		0		0		0		0	

Proposition J, City of Edinburg Special									
Choice	Party	Absentee Voting		Early Voting		Election Day		Total	
For		12	85.71%	507	89.42%	256	91.10%	775	89.91%
Against		2	14.29%	60	10.58%	25	8.90%	87	10.09%
Cast Votes:		14	100.00%	567	100.00%	281	100.00%	862	100.00%
Undervotes:		0		155		90		245	
Overvotes:		0		0		0		0	

Proposition K, City of Edinburg Special									
Choice	Party	Absentee Voting		Early Voting		Election Day		Total	
For		13	100.00%	506	88.00%	256	90.14%	775	88.88%
Against		0	0.00%	69	12.00%	28	9.86%	97	11.12%
Cast Votes:		13	100.00%	575	100.00%	284	100.00%	872	100.00%
Undervotes:		1		147		87		235	
Overvotes:		0		0		0		0	

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Registered Voters

29629 of 447359 = 6.62%

Polling Places Reporting

162 of 162 = 100.00%

221

214 of 1,860 registered voters = 11.51%

Proposition A, City of Edinburg Special

Choice	Party	Absentee Voting		Early Voting		Election Day		Total	
For		2	100.00%	113	80.71%	40	76.92%	155	79.90%
Against		0	0.00%	27	19.29%	12	23.08%	39	20.10%
Cast Votes:		2	100.00%	140	100.00%	52	100.00%	194	100.00%
Undervotes:		0		9		11		20	
Overvotes:		0		0		0		0	

Proposition B, City of Edinburg Special

Choice	Party	Absentee Voting		Early Voting		Election Day		Total	
For		0	0.00%	71	52.21%	31	58.49%	102	53.68%
Against		1	100.00%	65	47.79%	22	41.51%	88	46.32%
Cast Votes:		1	100.00%	136	100.00%	53	100.00%	190	100.00%
Undervotes:		1		13		10		24	
Overvotes:		0		0		0		0	

Proposition C, City of Edinburg Special

Choice	Party	Absentee Voting		Early Voting		Election Day		Total	
For		2	100.00%	122	89.05%	44	83.02%	168	87.50%
Against		0	0.00%	15	10.95%	9	16.98%	24	12.50%
Cast Votes:		2	100.00%	137	100.00%	53	100.00%	192	100.00%
Undervotes:		0		12		10		22	
Overvotes:		0		0		0		0	

Proposition D, City of Edinburg Special

Choice	Party	Absentee Voting		Early Voting		Election Day		Total	
For		2	100.00%	114	85.71%	42	85.71%	158	85.87%
Against		0	0.00%	19	14.29%	7	14.29%	26	14.13%
Cast Votes:		2	100.00%	133	100.00%	49	100.00%	184	100.00%
Undervotes:		0		16		14		30	
Overvotes:		0		0		0		0	

City of Edinburg Precinct

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Registered Voters

29629 of 447359 = 6.62%

Polling Places Reporting

162 of 162 = 100.00%

221

214 of 1,860 registered voters = 11.51%

Proposition E, City of Edinburg Special

Choice	Party	Absentee Voting		Early Voting		Election Day		Total	
For		2	100.00%	128	94.12%	43	87.76%	173	92.51%
Against		0	0.00%	8	5.88%	6	12.24%	14	7.49%
Cast Votes:		2	100.00%	136	100.00%	49	100.00%	187	100.00%
Undervotes:		0		13		14		27	
Overvotes:		0		0		0		0	

Proposition F, City of Edinburg Special

Choice	Party	Absentee Voting		Early Voting		Election Day		Total	
For		2	100.00%	117	88.64%	44	88.00%	163	88.59%
Against		0	0.00%	15	11.36%	6	12.00%	21	11.41%
Cast Votes:		2	100.00%	132	100.00%	50	100.00%	184	100.00%
Undervotes:		0		17		13		30	
Overvotes:		0		0		0		0	

Proposition G, City of Edinburg Special

Choice	Party	Absentee Voting		Early Voting		Election Day		Total	
For		2	100.00%	116	86.57%	41	82.00%	159	85.48%
Against		0	0.00%	18	13.43%	9	18.00%	27	14.52%
Cast Votes:		2	100.00%	134	100.00%	50	100.00%	186	100.00%
Undervotes:		0		15		13		28	
Overvotes:		0		0		0		0	

Proposition H, City of Edinburg Special

Choice	Party	Absentee Voting		Early Voting		Election Day		Total	
For		2	100.00%	124	94.66%	41	87.23%	167	92.78%
Against		0	0.00%	7	5.34%	6	12.77%	13	7.22%
Cast Votes:		2	100.00%	131	100.00%	47	100.00%	180	100.00%
Undervotes:		0		18		16		34	
Overvotes:		0		0		0		0	

City of Edinburg Precinct

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Official Results

Registered Voters

29629 of 447359 = 6.62%

Polling Places Reporting

162 of 162 = 100.00%

221

214 of 1,860 registered voters = 11.51%

Proposition I, City of Edinburg Special									
Choice	Party	Absentee Voting		Early Voting		Election Day		Total	
For		2	100.00%	124	93.23%	44	89.80%	170	92.39%
Against		0	0.00%	9	6.77%	5	10.20%	14	7.61%
Cast Votes:		2	100.00%	133	100.00%	49	100.00%	184	100.00%
Undervotes:		0		16		14		30	
Overvotes:		0		0		0		0	

Proposition J, City of Edinburg Special									
Choice	Party	Absentee Voting		Early Voting		Election Day		Total	
For		1	50.00%	108	88.52%	38	84.44%	147	86.98%
Against		1	50.00%	14	11.48%	7	15.56%	22	13.02%
Cast Votes:		2	100.00%	122	100.00%	45	100.00%	169	100.00%
Undervotes:		0		27		18		45	
Overvotes:		0		0		0		0	

Proposition K, City of Edinburg Special									
Choice	Party	Absentee Voting		Early Voting		Election Day		Total	
For		1	50.00%	113	89.68%	38	86.36%	152	88.37%
Against		1	50.00%	13	10.32%	6	13.64%	20	11.63%
Cast Votes:		2	100.00%	126	100.00%	44	100.00%	172	100.00%
Undervotes:		0		23		19		42	
Overvotes:		0		0		0		0	

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General and Local Entities Elections

Registered Voters

29629 of 447359 = 6.62%

Polling Places Reporting

162 of 162 = 100.00%

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224 168 of 226 registered voters = 74.34%

Proposition A, City of Edinburg Special

Choice	Party	Absentee Voting		Early Voting		Election Day		Total	
For		2	100.00%	101	85.59%	25	92.59%	128	87.07%
Against		0	0.00%	17	14.41%	2	7.41%	19	12.93%
Cast Votes:		2	100.00%	118	100.00%	27	100.00%	147	100.00%
Undervotes:		1		16		4		21	
Overvotes:		0		0		0		0	

Proposition B, City of Edinburg Special

Choice	Party	Absentee Voting		Early Voting		Election Day		Total	
For		2	100.00%	60	53.10%	14	53.85%	76	53.90%
Against		0	0.00%	53	46.90%	12	46.15%	65	46.10%
Cast Votes:		2	100.00%	113	100.00%	26	100.00%	141	100.00%
Undervotes:		1		21		5		27	
Overvotes:		0		0		0		0	

Proposition C, City of Edinburg Special

Choice	Party	Absentee Voting		Early Voting		Election Day		Total	
For		2	100.00%	111	94.07%	23	88.46%	136	93.15%
Against		0	0.00%	7	5.93%	3	11.54%	10	6.85%
Cast Votes:		2	100.00%	118	100.00%	26	100.00%	146	100.00%
Undervotes:		1		16		5		22	
Overvotes:		0		0		0		0	

Proposition D, City of Edinburg Special

Choice	Party	Absentee Voting		Early Voting		Election Day		Total	
For		2	100.00%	91	79.82%	22	88.00%	115	81.56%
Against		0	0.00%	23	20.18%	3	12.00%	26	18.44%
Cast Votes:		2	100.00%	114	100.00%	25	100.00%	141	100.00%
Undervotes:		1		20		6		27	
Overvotes:		0		0		0		0	

City of Edinburg Precinct

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Registered Voters

29629 of 447359 = 6.62%

Polling Places Reporting

162 of 162 = 100.00%

224

168 of 226 registered voters = 74.34%

Proposition E, City of Edinburg Special

Choice	Party	Absentee Voting		Early Voting		Election Day		Total	
For		2	100.00%	108	92.31%	23	92.00%	133	92.36%
Against		0	0.00%	9	7.69%	2	8.00%	11	7.64%
Cast Votes:		2	100.00%	117	100.00%	25	100.00%	144	100.00%
Undervotes:		1		17		6		24	
Overvotes:		0		0		0		0	

Proposition F, City of Edinburg Special

Choice	Party	Absentee Voting		Early Voting		Election Day		Total	
For		2	100.00%	99	87.61%	21	91.30%	122	88.41%
Against		0	0.00%	14	12.39%	2	8.70%	16	11.59%
Cast Votes:		2	100.00%	113	100.00%	23	100.00%	138	100.00%
Undervotes:		1		21		8		30	
Overvotes:		0		0		0		0	

Proposition G, City of Edinburg Special

Choice	Party	Absentee Voting		Early Voting		Election Day		Total	
For		2	100.00%	97	82.91%	15	65.22%	114	80.28%
Against		0	0.00%	20	17.09%	8	34.78%	28	19.72%
Cast Votes:		2	100.00%	117	100.00%	23	100.00%	142	100.00%
Undervotes:		1		17		8		26	
Overvotes:		0		0		0		0	

Proposition H, City of Edinburg Special

Choice	Party	Absentee Voting		Early Voting		Election Day		Total	
For		2	100.00%	101	88.60%	20	86.96%	123	88.49%
Against		0	0.00%	13	11.40%	3	13.04%	16	11.51%
Cast Votes:		2	100.00%	114	100.00%	23	100.00%	139	100.00%
Undervotes:		1		20		8		29	
Overvotes:		0		0		0		0	

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Registered Voters

29629 of 447359 = 6.62%

Polling Places Reporting

162 of 162 = 100.00%

224

168 of 226 registered voters = 74.34%

Proposition I, City of Edinburg Special

Choice	Party	Absentee Voting		Early Voting		Election Day		Total	
For		2	100.00%	102	89.47%	21	87.50%	125	89.29%
Against		0	0.00%	12	10.53%	3	12.50%	15	10.71%
Cast Votes:		2	100.00%	114	100.00%	24	100.00%	140	100.00%
Undervotes:		1		20		7		28	
Overvotes:		0		0		0		0	

Proposition J, City of Edinburg Special

Choice	Party	Absentee Voting		Early Voting		Election Day		Total	
For		2	100.00%	89	83.18%	17	73.91%	108	81.82%
Against		0	0.00%	18	16.82%	6	26.09%	24	18.18%
Cast Votes:		2	100.00%	107	100.00%	23	100.00%	132	100.00%
Undervotes:		1		27		8		36	
Overvotes:		0		0		0		0	

Proposition K, City of Edinburg Special

Choice	Party	Absentee Voting		Early Voting		Election Day		Total	
For		0	0.00%	96	85.71%	19	82.61%	115	85.19%
Against		0	0.00%	16	14.29%	4	17.39%	20	14.81%
Cast Votes:		0	0.00%	112	100.00%	23	100.00%	135	100.00%
Undervotes:		3		22		8		33	
Overvotes:		0		0		0		0	

City of Edinburg Precinct

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Registered Voters

29629 of 447359 = 6.62%

Polling Places Reporting

162 of 162 = 100.00%

239

100 of 2,958 registered voters = 3.38%

Proposition A, City of Edinburg Special

Choice	Party	Absentee Voting		Early Voting		Election Day		Total	
For		0	0.00%	49	83.05%	24	82.76%	73	82.95%
Against		0	0.00%	10	16.95%	5	17.24%	15	17.05%
Cast Votes:		0	0.00%	59	100.00%	29	100.00%	88	100.00%
Undervotes:		2		4		6		12	
Overvotes:		0		0		0		0	

Proposition B, City of Edinburg Special

Choice	Party	Absentee Voting		Early Voting		Election Day		Total	
For		0	0.00%	29	50.00%	16	53.33%	45	51.14%
Against		0	0.00%	29	50.00%	14	46.67%	43	48.86%
Cast Votes:		0	0.00%	58	100.00%	30	100.00%	88	100.00%
Undervotes:		2		5		5		12	
Overvotes:		0		0		0		0	

Proposition C, City of Edinburg Special

Choice	Party	Absentee Voting		Early Voting		Election Day		Total	
For		0	0.00%	49	90.74%	27	93.10%	76	91.57%
Against		0	0.00%	5	9.26%	2	6.90%	7	8.43%
Cast Votes:		0	0.00%	54	100.00%	29	100.00%	83	100.00%
Undervotes:		2		9		6		17	
Overvotes:		0		0		0		0	

Proposition D, City of Edinburg Special

Choice	Party	Absentee Voting		Early Voting		Election Day		Total	
For		0	0.00%	47	88.68%	27	93.10%	74	90.24%
Against		0	0.00%	6	11.32%	2	6.90%	8	9.76%
Cast Votes:		0	0.00%	53	100.00%	29	100.00%	82	100.00%
Undervotes:		2		10		6		18	
Overvotes:		0		0		0		0	

City of Edinburg Precinct

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Official Results

Registered Voters

29629 of 447359 = 6.62%

Polling Places Reporting

162 of 162 = 100.00%

239

100 of 2,958 registered voters = 3.38%

Proposition E, City of Edinburg Special

Choice	Party	Absentee Voting		Early Voting		Election Day		Total	
For		0	0.00%	51	92.73%	28	96.55%	79	94.05%
Against		0	0.00%	4	7.27%	1	3.45%	5	5.95%
Cast Votes:		0	0.00%	55	100.00%	29	100.00%	84	100.00%
Undervotes:		2		8		6		16	
Overvotes:		0		0		0		0	

Proposition F, City of Edinburg Special

Choice	Party	Absentee Voting		Early Voting		Election Day		Total	
For		0	0.00%	47	92.16%	27	96.43%	74	93.67%
Against		0	0.00%	4	7.84%	1	3.57%	5	6.33%
Cast Votes:		0	0.00%	51	100.00%	28	100.00%	79	100.00%
Undervotes:		2		12		7		21	
Overvotes:		0		0		0		0	

Proposition G, City of Edinburg Special

Choice	Party	Absentee Voting		Early Voting		Election Day		Total	
For		0	0.00%	49	90.74%	24	80.00%	73	86.90%
Against		0	0.00%	5	9.26%	6	20.00%	11	13.10%
Cast Votes:		0	0.00%	54	100.00%	30	100.00%	84	100.00%
Undervotes:		2		9		5		16	
Overvotes:		0		0		0		0	

Proposition H, City of Edinburg Special

Choice	Party	Absentee Voting		Early Voting		Election Day		Total	
For		0	0.00%	46	90.20%	25	86.21%	71	88.75%
Against		0	0.00%	5	9.80%	4	13.79%	9	11.25%
Cast Votes:		0	0.00%	51	100.00%	29	100.00%	80	100.00%
Undervotes:		2		12		6		20	
Overvotes:		0		0		0		0	

239

100 of 2,958 registered voters = 3.38%

Proposition I, City of Edinburg Special

Choice	Party	Absentee Voting		Early Voting		Election Day		Total	
For		0	0.00%	48	90.57%	27	90.00%	75	90.36%
Against		0	0.00%	5	9.43%	3	10.00%	8	9.64%
Cast Votes:		0	0.00%	53	100.00%	30	100.00%	83	100.00%
Undervotes:		2		10		5		17	
Overvotes:		0		0		0		0	

Proposition J, City of Edinburg Special

Choice	Party	Absentee Voting		Early Voting		Election Day		Total	
For		0	0.00%	39	81.25%	22	91.67%	61	84.72%
Against		0	0.00%	9	18.75%	2	8.33%	11	15.28%
Cast Votes:		0	0.00%	48	100.00%	24	100.00%	72	100.00%
Undervotes:		2		15		11		28	
Overvotes:		0		0		0		0	

Proposition K, City of Edinburg Special

Choice	Party	Absentee Voting		Early Voting		Election Day		Total	
For		0	0.00%	44	88.00%	21	84.00%	65	86.67%
Against		0	0.00%	6	12.00%	4	16.00%	10	13.33%
Cast Votes:		0	0.00%	50	100.00%	25	100.00%	75	100.00%
Undervotes:		2		13		10		25	
Overvotes:		0		0		0		0	

*** End of report ***

Section Three

Official Canvass Of Election Returns

Summary Report

November 5, 2024

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Official Results

Registered Voters

29629 of 447359 = 6.62%

Polling Places Reporting

162 of 162 = 100.00%

Proposition A, City of Edinburg Special

Precinct	For	Against	Cast Votes	Undervotes	Overvotes	Absentee Voting Ballots Cast	Early Voting Ballots Cast	Election Day Ballots Cast	Total Ballots Cast	Registered Voters	Turnout Percentage
013	1,806	274	2,080	315	0	81	1,897	417	2,395	4,305	55.63%
014	466	78	544	80	0	28	450	146	624	1,158	53.89%
030	2,007	416	2,423	359	0	41	2,002	739	2,782	5,469	50.87%
031	980	165	1,145	170	0	31	935	349	1,315	2,582	50.93%
052	1,667	297	1,964	287	0	40	1,719	492	2,251	3,648	61.71%
053	1,045	208	1,253	275	0	26	1,133	369	1,528	3,126	48.88%
068	1,416	301	1,717	346	0	38	1,438	587	2,063	4,277	48.23%
069	65	17	82	13	0	5	67	23	95	243	39.09%
105	1,485	299	1,784	260	0	35	1,520	489	2,044	3,645	56.08%
106	1,137	205	1,342	208	0	41	1,186	323	1,550	2,598	59.66%
107	895	171	1,066	170	0	40	919	277	1,236	2,371	52.13%
108	667	149	816	202	0	37	736	245	1,018	2,370	42.95%
109	1,121	196	1,317	220	0	35	1,097	405	1,537	3,547	43.33%
143	1,520	304	1,824	257	0	38	1,548	495	2,081	3,695	56.32%
151	2,076	319	2,395	286	0	87	2,178	416	2,681	3,823	70.13%
152	1,095	219	1,314	189	0	51	1,118	334	1,503	2,643	56.87%
154	63	22	85	18	0	3	73	27	103	213	48.36%
158	893	172	1,065	169	0	22	860	352	1,234	2,353	52.44%
201	832	146	978	129	0	14	722	371	1,107	1,294	85.55%
221	155	39	194	20	0	2	149	63	214	436	49.08%

City of Edinburg Canvass

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Official Results

Registered Voters

29629 of 447359 = 6.62%

Polling Places Reporting

162 of 162 = 100.00%

Proposition A, City of Edinburg Special

Precinct	For	Against	Cast Votes	Undervotes	Overvotes	Absentee Voting Ballots Cast	Early Voting Ballots Cast	Election Day Ballots Cast	Total Ballots Cast	Registered Voters	Turnout Percentage
224	128	19	147	21	0	3	134	31	168	226	74.34%
239	73	15	88	12	0	2	63	35	100	216	46.30%
Totals	21,592	4,031	25,623	4,006	0	700	21,944	6,985	29,629	54,238	54.63%

Proposition B, City of Edinburg Special

Precinct	For	Against	Cast Votes	Undervotes	Overvotes	Absentee Voting Ballots Cast	Early Voting Ballots Cast	Election Day Ballots Cast	Total Ballots Cast	Registered Voters	Turnout Percentage
013	1,059	1,001	2,060	335	0	81	1,897	417	2,395	4,305	55.63%
014	325	216	541	83	0	28	450	146	624	1,158	53.89%
030	1,253	1,125	2,378	404	0	41	2,002	739	2,782	5,469	50.87%
031	607	504	1,111	204	0	31	935	349	1,315	2,582	50.93%
052	928	1,011	1,939	312	0	40	1,719	492	2,251	3,648	61.71%
053	711	524	1,235	293	0	26	1,133	369	1,528	3,126	48.88%
068	930	774	1,704	359	0	38	1,438	587	2,063	4,277	48.23%
069	47	34	81	14	0	5	67	23	95	243	39.09%
105	905	860	1,765	279	0	35	1,520	489	2,044	3,645	56.08%
106	679	642	1,321	229	0	41	1,186	323	1,550	2,598	59.66%
107	588	466	1,054	182	0	40	919	277	1,236	2,371	52.13%
108	465	332	797	221	0	37	736	245	1,018	2,370	42.95%
109	664	651	1,315	222	0	35	1,097	405	1,537	3,547	43.33%
143	973	841	1,814	267	0	38	1,548	495	2,081	3,695	56.32%
151	1,258	1,085	2,343	338	0	87	2,178	416	2,681	3,823	70.13%
152	724	572	1,296	207	0	51	1,118	334	1,503	2,643	56.87%
154	50	31	81	22	0	3	73	27	103	213	48.36%
158	559	487	1,046	188	0	22	860	352	1,234	2,353	52.44%
201	486	466	952	155	0	14	722	371	1,107	1,294	85.55%
221	102	88	190	24	0	2	149	63	214	436	49.08%

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Registered Voters

29629 of 447359 = 6.62%

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162 of 162 = 100.00%

Proposition B, City of Edinburg Special

Precinct	For	Against	Cast Votes	Undervotes	Overvotes	Absentee Voting Ballots Cast	Early Voting Ballots Cast	Election Day Ballots Cast	Total Ballots Cast	Registered Voters	Turnout Percentage
224	76	65	141	27	0	3	134	31	168	226	74.34%
239	45	43	88	12	0	2	63	35	100	216	46.30%
Totals	13,434	11,818	25,252	4,377	0	700	21,944	6,985	29,629	54,238	54.63%

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Registered Voters

29629 of 447359 = 6.62%

Polling Places Reporting

162 of 162 = 100.00%

Proposition C, City of Edinburg Special

Precinct	For	Against	Cast Votes	Undervotes	Overvotes	Absentee Voting Ballots Cast	Early Voting Ballots Cast	Election Day Ballots Cast	Total Ballots Cast	Registered Voters	Turnout Percentage
013	1,943	148	2,091	304	0	81	1,897	417	2,395	4,305	55.63%
014	491	47	538	86	0	28	450	146	624	1,158	53.89%
030	2,220	179	2,399	383	0	41	2,002	739	2,782	5,469	50.87%
031	1,039	93	1,132	183	0	31	935	349	1,315	2,582	50.93%
052	1,815	160	1,975	276	0	40	1,719	492	2,251	3,648	61.71%
053	1,125	129	1,254	274	0	26	1,133	369	1,528	3,126	48.88%
068	1,584	138	1,722	341	0	38	1,438	587	2,063	4,277	48.23%
069	71	12	83	12	0	5	67	23	95	243	39.09%
105	1,652	128	1,780	264	0	35	1,520	489	2,044	3,645	56.08%
106	1,253	98	1,351	199	0	41	1,186	323	1,550	2,598	59.66%
107	979	86	1,065	171	0	40	919	277	1,236	2,371	52.13%
108	716	80	796	222	0	37	736	245	1,018	2,370	42.95%
109	1,220	105	1,325	212	0	35	1,097	405	1,537	3,547	43.33%
143	1,697	131	1,828	253	0	38	1,548	495	2,081	3,695	56.32%
151	2,233	156	2,389	292	0	87	2,178	416	2,681	3,823	70.13%
152	1,192	114	1,306	197	0	51	1,118	334	1,503	2,643	56.87%
154	74	11	85	18	0	3	73	27	103	213	48.36%
158	971	86	1,057	177	0	22	860	352	1,234	2,353	52.44%
201	918	48	966	141	0	14	722	371	1,107	1,294	85.55%
221	168	24	192	22	0	2	149	63	214	436	49.08%

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Registered Voters

29629 of 447359 = 6.62%

Polling Places Reporting

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Proposition C, City of Edinburg Special

Precinct	For	Against	Cast Votes	Undervotes	Overvotes	Absentee Voting Ballots Cast	Early Voting Ballots Cast	Election Day Ballots Cast	Total Ballots Cast	Registered Voters	Turnout Percentage
224	136	10	146	22	0	3	134	31	168	226	74.34%
239	76	7	83	17	0	2	63	35	100	216	46.30%
Totals	23,573	1,990	25,563	4,066	0	700	21,944	6,985	29,629	54,238	54.63%

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Registered Voters

29629 of 447359 = 6.62%

Polling Places Reporting

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Proposition D, City of Edinburg Special

Precinct	For	Against	Cast Votes	Undervotes	Overvotes	Absentee Voting Ballots Cast	Early Voting Ballots Cast	Election Day Ballots Cast	Total Ballots Cast	Registered Voters	Turnout Percentage
013	1,645	356	2,001	394	0	81	1,897	417	2,395	4,305	55.63%
014	423	89	512	112	0	28	450	146	624	1,158	53.89%
030	1,865	422	2,287	495	0	41	2,002	739	2,782	5,469	50.87%
031	893	203	1,096	219	0	31	935	349	1,315	2,582	50.93%
052	1,557	329	1,886	365	0	40	1,719	492	2,251	3,648	61.71%
053	1,012	205	1,217	311	0	26	1,133	369	1,528	3,126	48.88%
068	1,370	285	1,655	408	0	38	1,438	587	2,063	4,277	48.23%
069	66	13	79	16	0	5	67	23	95	243	39.09%
105	1,424	283	1,707	337	0	35	1,520	489	2,044	3,645	56.08%
106	1,088	198	1,286	264	0	41	1,186	323	1,550	2,598	59.66%
107	853	172	1,025	211	0	40	919	277	1,236	2,371	52.13%
108	617	158	775	243	0	37	736	245	1,018	2,370	42.95%
109	1,067	210	1,277	260	0	35	1,097	405	1,537	3,547	43.33%
143	1,461	300	1,761	320	0	38	1,548	495	2,081	3,695	56.32%
151	1,961	329	2,290	391	0	87	2,178	416	2,681	3,823	70.13%
152	1,061	196	1,257	246	0	51	1,118	334	1,503	2,643	56.87%
154	62	18	80	23	0	3	73	27	103	213	48.36%
158	850	168	1,018	216	0	22	860	352	1,234	2,353	52.44%
201	788	137	925	182	0	14	722	371	1,107	1,294	85.55%
221	158	26	184	30	0	2	149	63	214	436	49.08%

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Proposition D, City of Edinburg Special

Precinct	For	Against	Cast Votes	Undervotes	Overvotes	Absentee Voting Ballots Cast	Early Voting Ballots Cast	Election Day Ballots Cast	Total Ballots Cast	Registered Voters	Turnout Percentage
224	115	26	141	27	0	3	134	31	168	226	74.34%
239	74	8	82	18	0	2	63	35	100	216	46.30%
Totals	20,410	4,131	24,541	5,088	0	700	21,944	6,985	29,629	54,238	54.63%

Proposition E, City of Edinburg Special

Precinct	For	Against	Cast Votes	Undervotes	Overvotes	Absentee Voting Ballots Cast	Early Voting Ballots Cast	Election Day Ballots Cast	Total Ballots Cast	Registered Voters	Turnout Percentage
013	1,906	128	2,034	361	0	81	1,897	417	2,395	4,305	55.63%
014	487	36	523	101	0	28	450	146	624	1,158	53.89%
030	2,171	166	2,337	445	0	41	2,002	739	2,782	5,469	50.87%
031	1,035	78	1,113	202	0	31	935	349	1,315	2,582	50.93%
052	1,779	133	1,912	339	0	40	1,719	492	2,251	3,648	61.71%
053	1,112	103	1,215	313	0	26	1,133	369	1,528	3,126	48.88%
068	1,554	119	1,673	390	0	38	1,438	587	2,063	4,277	48.23%
069	71	6	77	18	0	5	67	23	95	243	39.09%
105	1,629	104	1,733	311	0	35	1,520	489	2,044	3,645	56.08%
106	1,216	85	1,301	249	0	41	1,186	323	1,550	2,598	59.66%
107	957	80	1,037	199	0	40	919	277	1,236	2,371	52.13%
108	695	74	769	249	0	37	736	245	1,018	2,370	42.95%
109	1,199	93	1,292	245	0	35	1,097	405	1,537	3,547	43.33%
143	1,675	116	1,791	290	0	38	1,548	495	2,081	3,695	56.32%
151	2,204	124	2,328	353	0	87	2,178	416	2,681	3,823	70.13%
152	1,173	87	1,260	243	0	51	1,118	334	1,503	2,643	56.87%
154	69	11	80	23	0	3	73	27	103	213	48.36%
158	966	67	1,033	201	0	22	860	352	1,234	2,353	52.44%
201	890	53	943	164	0	14	722	371	1,107	1,294	85.55%
221	173	14	187	27	0	2	149	63	214	436	49.08%

Proposition E, City of Edinburg Special

Precinct	For	Against	Cast Votes	Undervotes	Overvotes	Absentee Voting Ballots Cast	Early Voting Ballots Cast	Election Day Ballots Cast	Total Ballots Cast	Registered Voters	Turnout Percentage
224	133	11	144	24	0	3	134	31	168	226	74.34%
239	79	5	84	16	0	2	63	35	100	216	46.30%
Totals	23,173	1,693	24,866	4,763	0	700	21,944	6,985	29,629	54,238	54.63%

Proposition F, City of Edinburg Special

Precinct	For	Against	Cast Votes	Undervotes	Overvotes	Absentee Voting Ballots Cast	Early Voting Ballots Cast	Election Day Ballots Cast	Total Ballots Cast	Registered Voters	Turnout Percentage
013	1,839	183	2,022	373	0	81	1,897	417	2,395	4,305	55.63%
014	464	51	515	109	0	28	450	146	624	1,158	53.89%
030	2,083	235	2,318	464	0	41	2,002	739	2,782	5,469	50.87%
031	998	103	1,101	214	0	31	935	349	1,315	2,582	50.93%
052	1,695	174	1,869	382	0	40	1,719	492	2,251	3,648	61.71%
053	1,071	126	1,197	331	0	26	1,133	369	1,528	3,126	48.88%
068	1,495	161	1,656	407	0	38	1,438	587	2,063	4,277	48.23%
069	64	12	76	19	0	5	67	23	95	243	39.09%
105	1,540	168	1,708	336	0	35	1,520	489	2,044	3,645	56.08%
106	1,153	137	1,290	260	0	41	1,186	323	1,550	2,598	59.66%
107	923	100	1,023	213	0	40	919	277	1,236	2,371	52.13%
108	669	93	762	256	0	37	736	245	1,018	2,370	42.95%
109	1,145	130	1,275	262	0	35	1,097	405	1,537	3,547	43.33%
143	1,597	163	1,760	321	0	38	1,548	495	2,081	3,695	56.32%
151	2,090	187	2,277	404	0	87	2,178	416	2,681	3,823	70.13%
152	1,129	127	1,256	247	0	51	1,118	334	1,503	2,643	56.87%
154	67	12	79	24	0	3	73	27	103	213	48.36%
158	932	83	1,015	219	0	22	860	352	1,234	2,353	52.44%
201	829	90	919	188	0	14	722	371	1,107	1,294	85.55%
221	163	21	184	30	0	2	149	63	214	436	49.08%

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Registered Voters
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Polling Places Reporting
162 of 162 = 100.00%

Proposition F, City of Edinburg Special

Precinct	For	Against	Cast Votes	Undervotes	Overvotes	Absentee Voting Ballots Cast	Early Voting Ballots Cast	Election Day Ballots Cast	Total Ballots Cast	Registered Voters	Turnout Percentage
224	122	16	138	30	0	3	134	31	168	226	74.34%
239	74	5	79	21	0	2	63	35	100	216	46.30%
Totals	22,142	2,377	24,519	5,110	0	700	21,944	6,985	29,629	54,238	54.63%

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Registered Voters

29629 of 447359 = 6.62%

Polling Places Reporting

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Proposition G, City of Edinburg Special

Precinct	For	Against	Cast Votes	Undervotes	Overvotes	Absentee Voting Ballots Cast	Early Voting Ballots Cast	Election Day Ballots Cast	Total Ballots Cast	Registered Voters	Turnout Percentage
013	1,730	318	2,048	347	0	81	1,897	417	2,395	4,305	55.63%
014	416	109	525	99	0	28	450	146	624	1,158	53.89%
030	2,002	353	2,355	427	0	41	2,002	739	2,782	5,469	50.87%
031	929	171	1,100	215	0	31	935	349	1,315	2,582	50.93%
052	1,647	269	1,916	335	0	40	1,719	492	2,251	3,648	61.71%
053	1,031	197	1,228	300	0	26	1,133	369	1,528	3,126	48.88%
068	1,425	261	1,686	377	0	38	1,438	587	2,063	4,277	48.23%
069	66	13	79	16	0	5	67	23	95	243	39.09%
105	1,499	258	1,757	287	0	35	1,520	489	2,044	3,645	56.08%
106	1,087	228	1,315	235	0	41	1,186	323	1,550	2,598	59.66%
107	880	164	1,044	192	0	40	919	277	1,236	2,371	52.13%
108	647	126	773	245	0	37	736	245	1,018	2,370	42.95%
109	1,119	180	1,299	238	0	35	1,097	405	1,537	3,547	43.33%
143	1,544	253	1,797	284	0	38	1,548	495	2,081	3,695	56.32%
151	1,906	419	2,325	356	0	87	2,178	416	2,681	3,823	70.13%
152	1,078	207	1,285	218	0	51	1,118	334	1,503	2,643	56.87%
154	59	21	80	23	0	3	73	27	103	213	48.36%
158	880	153	1,033	201	0	22	860	352	1,234	2,353	52.44%
201	794	146	940	167	0	14	722	371	1,107	1,294	85.55%
221	159	27	186	28	0	2	149	63	214	436	49.08%

Proposition G, City of Edinburg Special

Precinct	For	Against	Cast Votes	Undervotes	Overvotes	Absentee Voting Ballots Cast	Early Voting Ballots Cast	Election Day Ballots Cast	Total Ballots Cast	Registered Voters	Turnout Percentage
224	114	28	142	26	0	3	134	31	168	226	74.34%
239	73	11	84	16	0	2	63	35	100	216	46.30%
Totals	21,085	3,912	24,997	4,632	0	700	21,944	6,985	29,629	54,238	54.63%

Proposition H, City of Edinburg Special

Precinct	For	Against	Cast Votes	Undervotes	Overvotes	Absentee Voting Ballots Cast	Early Voting Ballots Cast	Election Day Ballots Cast	Total Ballots Cast	Registered Voters	Turnout Percentage
013	1,765	210	1,975	420	0	81	1,897	417	2,395	4,305	55.63%
014	453	72	525	99	0	28	450	146	624	1,158	53.89%
030	2,030	234	2,264	518	0	41	2,002	739	2,782	5,469	50.87%
031	945	121	1,066	249	0	31	935	349	1,315	2,582	50.93%
052	1,644	212	1,856	395	0	40	1,719	492	2,251	3,648	61.71%
053	1,036	137	1,173	355	0	26	1,133	369	1,528	3,126	48.88%
068	1,444	174	1,618	445	0	38	1,438	587	2,063	4,277	48.23%
069	64	12	76	19	0	5	67	23	95	243	39.09%
105	1,507	180	1,687	357	0	35	1,520	489	2,044	3,645	56.08%
106	1,129	130	1,259	291	0	41	1,186	323	1,550	2,598	59.66%
107	901	129	1,030	206	0	40	919	277	1,236	2,371	52.13%
108	643	114	757	261	0	37	736	245	1,018	2,370	42.95%
109	1,142	121	1,263	274	0	35	1,097	405	1,537	3,547	43.33%
143	1,568	170	1,738	343	0	38	1,548	495	2,081	3,695	56.32%
151	2,055	196	2,251	430	0	87	2,178	416	2,681	3,823	70.13%
152	1,107	134	1,241	262	0	51	1,118	334	1,503	2,643	56.87%
154	59	17	76	27	0	3	73	27	103	213	48.36%
158	890	104	994	240	0	22	860	352	1,234	2,353	52.44%
201	825	82	907	200	0	14	722	371	1,107	1,294	85.55%
221	167	13	180	34	0	2	149	63	214	436	49.08%

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Proposition H, City of Edinburg Special

Precinct	For	Against	Cast Votes	Undervotes	Overvotes	Absentee Voting Ballots Cast	Early Voting Ballots Cast	Election Day Ballots Cast	Total Ballots Cast	Registered Voters	Turnout Percentage
224	123	16	139	29	0	3	134	31	168	226	74.34%
239	71	9	80	20	0	2	63	35	100	216	46.30%
Totals	21,568	2,587	24,155	5,474	0	700	21,944	6,985	29,629	54,238	54.63%

Proposition I, City of Edinburg Special

Precinct	For	Against	Cast Votes	Undervotes	Overvotes	Absentee Voting Ballots Cast	Early Voting Ballots Cast	Election Day Ballots Cast	Total Ballots Cast	Registered Voters	Turnout Percentage
013	1,861	132	1,993	402	0	81	1,897	417	2,395	4,305	55.63%
014	466	55	521	103	0	28	450	146	624	1,158	53.89%
030	2,126	164	2,290	492	0	41	2,002	739	2,782	5,469	50.87%
031	988	84	1,072	243	0	31	935	349	1,315	2,582	50.93%
052	1,730	145	1,875	376	0	40	1,719	492	2,251	3,648	61.71%
053	1,077	113	1,190	338	0	26	1,133	369	1,528	3,126	48.88%
068	1,509	139	1,648	415	0	38	1,438	587	2,063	4,277	48.23%
069	66	10	76	19	0	5	67	23	95	243	39.09%
105	1,587	125	1,712	332	0	35	1,520	489	2,044	3,645	56.08%
106	1,181	91	1,272	278	0	41	1,186	323	1,550	2,598	59.66%
107	936	89	1,025	211	0	40	919	277	1,236	2,371	52.13%
108	664	87	751	267	0	37	736	245	1,018	2,370	42.95%
109	1,186	87	1,273	264	0	35	1,097	405	1,537	3,547	43.33%
143	1,612	120	1,732	349	0	38	1,548	495	2,081	3,695	56.32%
151	2,125	155	2,280	401	0	87	2,178	416	2,681	3,823	70.13%
152	1,156	101	1,257	246	0	51	1,118	334	1,503	2,643	56.87%
154	69	8	77	26	0	3	73	27	103	213	48.36%
158	926	76	1,002	232	0	22	860	352	1,234	2,353	52.44%
201	858	63	921	186	0	14	722	371	1,107	1,294	85.55%
221	170	14	184	30	0	2	149	63	214	436	49.08%

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29629 of 447359 = 6.62%

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Proposition I, City of Edinburg Special

Precinct	For	Against	Cast Votes	Undervotes	Overvotes	Absentee Voting Ballots Cast	Early Voting Ballots Cast	Election Day Ballots Cast	Total Ballots Cast	Registered Voters	Turnout Percentage
224	125	15	140	28	0	3	134	31	168	226	74.34%
239	75	8	83	17	0	2	63	35	100	216	46.30%
Totals	22,493	1,881	24,374	5,255	0	700	21,944	6,985	29,629	54,238	54.63%

Proposition J, City of Edinburg Special

Precinct	For	Against	Cast Votes	Undervotes	Overvotes	Absentee Voting Ballots Cast	Early Voting Ballots Cast	Election Day Ballots Cast	Total Ballots Cast	Registered Voters	Turnout Percentage
013	1,634	236	1,870	525	0	81	1,897	417	2,395	4,305	55.63%
014	414	74	488	136	0	28	450	146	624	1,158	53.89%
030	1,859	298	2,157	625	0	41	2,002	739	2,782	5,469	50.87%
031	887	126	1,013	302	0	31	935	349	1,315	2,582	50.93%
052	1,514	226	1,740	511	0	40	1,719	492	2,251	3,648	61.71%
053	941	167	1,108	420	0	26	1,133	369	1,528	3,126	48.88%
068	1,340	213	1,553	510	0	38	1,438	587	2,063	4,277	48.23%
069	58	11	69	26	0	5	67	23	95	243	39.09%
105	1,390	214	1,604	440	0	35	1,520	489	2,044	3,645	56.08%
106	1,024	158	1,182	368	0	41	1,186	323	1,550	2,598	59.66%
107	811	141	952	284	0	40	919	277	1,236	2,371	52.13%
108	615	107	722	296	0	37	736	245	1,018	2,370	42.95%
109	1,028	167	1,195	342	0	35	1,097	405	1,537	3,547	43.33%
143	1,424	210	1,634	447	0	38	1,548	495	2,081	3,695	56.32%
151	1,871	259	2,130	551	0	87	2,178	416	2,681	3,823	70.13%
152	1,011	170	1,181	322	0	51	1,118	334	1,503	2,643	56.87%
154	58	14	72	31	0	3	73	27	103	213	48.36%
158	835	112	947	287	0	22	860	352	1,234	2,353	52.44%
201	775	87	862	245	0	14	722	371	1,107	1,294	85.55%
221	147	22	169	45	0	2	149	63	214	436	49.08%

Proposition J, City of Edinburg Special

Precinct	For	Against	Cast Votes	Undervotes	Overvotes	Absentee Voting Ballots Cast	Early Voting Ballots Cast	Election Day Ballots Cast	Total Ballots Cast	Registered Voters	Turnout Percentage
224	108	24	132	36	0	3	134	31	168	226	74.34%
239	61	11	72	28	0	2	63	35	100	216	46.30%
Totals	19,805	3,047	22,852	6,777	0	700	21,944	6,985	29,629	54,238	54.63%

Proposition K, City of Edinburg Special

Precinct	For	Against	Cast Votes	Undervotes	Overvotes	Absentee Voting Ballots Cast	Early Voting Ballots Cast	Election Day Ballots Cast	Total Ballots Cast	Registered Voters	Turnout Percentage
013	1,716	197	1,913	482	0	81	1,897	417	2,395	4,305	55.63%
014	429	69	498	126	0	28	450	146	624	1,158	53.89%
030	1,941	263	2,204	578	0	41	2,002	739	2,782	5,469	50.87%
031	911	110	1,021	294	0	31	935	349	1,315	2,582	50.93%
052	1,582	191	1,773	478	0	40	1,719	492	2,251	3,648	61.71%
053	985	147	1,132	396	0	26	1,133	369	1,528	3,126	48.88%
068	1,389	171	1,560	503	0	38	1,438	587	2,063	4,277	48.23%
069	62	10	72	23	0	5	67	23	95	243	39.09%
105	1,440	178	1,618	426	0	35	1,520	489	2,044	3,645	56.08%
106	1,091	122	1,213	337	0	41	1,186	323	1,550	2,598	59.66%
107	848	122	970	266	0	40	919	277	1,236	2,371	52.13%
108	615	114	729	289	0	37	736	245	1,018	2,370	42.95%
109	1,090	125	1,215	322	0	35	1,097	405	1,537	3,547	43.33%
143	1,465	188	1,653	428	0	38	1,548	495	2,081	3,695	56.32%
151	1,924	255	2,179	502	0	87	2,178	416	2,681	3,823	70.13%
152	1,036	156	1,192	311	0	51	1,118	334	1,503	2,643	56.87%
154	56	14	70	33	0	3	73	27	103	213	48.36%
158	848	112	960	274	0	22	860	352	1,234	2,353	52.44%
201	775	97	872	235	0	14	722	371	1,107	1,294	85.55%
221	152	20	172	42	0	2	149	63	214	436	49.08%

City of Edinburg Canvass

Official

Run Time8:31 AM
Run Date11/14/2024

Hidalgo County

General and Local Entities Elections

11/5/2024

Page 22

Official Results

Registered Voters
29629 of 447359 = 6.62%

Polling Places Reporting
162 of 162 = 100.00%

Proposition K, City of Edinburg Special

Precinct	For	Against	Cast Votes	Undervotes	Overvotes	Absentee Voting Ballots Cast	Early Voting Ballots Cast	Election Day Ballots Cast	Total Ballots Cast	Registered Voters	Turnout Percentage
224	115	20	135	33	0	3	134	31	168	226	74.34%
239	65	10	75	25	0	2	63	35	100	216	46.30%
Totals	20,535	2,691	23,226	6,403	0	700	21,944	6,985	29,629	54,238	54.63%

Official

Run Time 8:31 AM

Run Date 11/14/2024

Hidalgo County

General and Local Entities Elections

11/5/2024

Page 23

Registered Voters

29629 of 447359 = 6.62%

Polling Places Reporting

162 of 162 = 100.00%

*** End of report ***



CITY OF EDINBURG - CITY COUNCIL

Meeting Date: November 19, 2024

PRESENTATION AND REPORT

Agenda Item No: 9.A.

Presentation: Owassa Road Sanitary Sewer Improvement

1. **Agenda Item:**

Presentation and Discussion on the Proposed West and East Owassa Road Sanitary Sewer Improvements. [Gerardo Carmona Jr., P.E., Director of Utilities]

2. **Description:**

City staff will provide an update on the proposed West and East Owassa Road Sanitary Sewer Improvements.

3. **Staff's Recommendation:**

Present on the Proposed West and East Owassa Road Sanitary Sewer Improvements.

Reviewed by:

Gerardo Carmona, Director of Utilities
Tomas Reyna, Assistant City Manager

Approved - 11/15/2024

Final Approval - 11/15/2024

Prepared by:

Vanessa Velasquez,
Administrative Assistant

Attachments:

A. Presentation



Proposed West and East Owassa Road Sanitary Sewer Improvements

By: Gerardo Carmona Jr., P.E., Director of Utilities

**November 19, 2024
Regular City Council Meeting**



- 2013/2015 - West
- 2013 - East

- West - 73 Properties (122 acres)
- East - 29 Properties (203 acres)





West Owassa Road

Objective: Construct a lift station and provide first time sewer to the area

Update:

- City Staff and ROW agent are currently working on acquiring a property for the proposed lift station.
- City Staff is working with the Public Utility Commission (PUC) to bring this area into the City's Sewer CCN.





West Owassa Road

Tentative Timeline:

- Complete Property Acquisition Process: December 2024
- Design: Start January 2025 / Complete May 2025
- Obtain CCN Approval from PUC: February 2025
- Procurement: Start June 2025 / Complete July 2025
- Construction: Start August 2025 / Complete March 2026



East Owassa Road

Objective: Provide first time sewer to the area.

Update:

- City Staff and ROW agent are currently working on acquiring easements for the proposed sewer lines.





East Owassa Road

Tentative Timeline:

- Complete Easement Acquisition Process: February 2025
- Design: Start March 2025 / Complete July 2025
- Procurement: Start August 2025 / Complete September 2025
- Construction: Start October 2025 / Complete July 2026





CITY OF EDINBURG - CITY COUNCIL

Meeting Date: November 19, 2024

PUBLIC HEARINGS

Agenda Item No: 10.A.

Rezoning Request- 102 Hollywood Street

1. **Agenda Item:**

Hold Public Hearing and Consider the Ordinance Providing for the Rezoning Request from Residential, Primary (RP) District to Residential, Urban & Townhome (RU) District, a 0.51 Acre Tract of Land, Being the West 36 Feet of Lot 1, All of Lot 2, and the East 39 Feet of Lot 3, Block 8, Enfield Estates Subdivision, an Addition to the City of Edinburg, Hidalgo County, Texas, as Per Map Recorded in Volume 4, Page 27, Map Records of Hidalgo County, Texas, Located at 102 Hollywood Street, as Requested by Judith Michelle Benavides & Eliseo Garza Jr. [Jaime Acevedo, Director of Planning & Zoning]

2. **Description:**

This request is for a portion of a property located on the southwest intersection of Hollywood Drive and Tourist Drive. The tract that is being rezoned, has a lot width of 135.75 feet and a total lot area of 0.51 Acres. This property is currently zoned Residential, Primary (RP) District, which is the primary residential district intended to accommodate a wide range of single-family residential uses. The requested zoning designation is the Residential, Urban & Townhome (RU) District, which is the highest intensity single-family residential district. The applicant is requesting a zone change to establish a new townhome development at this location.

Adjacent zoning districts are Residential, Primary (RP) District to the north, west, and south, with Commercial, General (CG) District and Residential, Multi-family (RM) District to the east. Surrounding land consists of mixed uses including: residential uses, commercial uses, and vacant land. The future land use designation for this property is for Auto-Urban uses.

Staff mailed a notice of the public hearing to 36 neighboring property owners on Friday, October 11, 2024, and had received no comments in favor and none against this request at the time this report was prepared. Staff received a petition from surrounding residents in favor of the request. The petition has been attached for the City Council's consideration. Notice of this public hearing was published in the newspaper on November 2, 2024.

On October 18, 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 4-0 to approve the Rezoning Request.

3. **Staff's Recommendation:**

Staff recommends approval of the Rezoning Request from Residential, Primary (RP) District to Residential, Urban & Townhome (RU) District, based on adjacent zoning and density. 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 – 10/24/24
CITY COUNCIL – 11/19/24
DATE PREPARED – 10/17/24

STAFF REPORT
GENERAL INFORMATION

APPLICATION: Rezoning Request from Residential, Primary (RP) District to Residential, Urban & Townhome (RU) District

APPLICANT: Judith Michelle Benavides & Eliseo Garza Jr.

AGENT: N/A

LEGAL: A 0.51 Acre Tract of Land, Being the West 36 Feet of Lot 1, All of Lot 2, And the East 39 Feet of Lot 3, Block 8, Enfield Estates Subdivision, An Addition to the City of Edinburg, Hidalgo County, Texas, As Per Map Recorded in Volume 4, Page 27, Map Records of Hidalgo County, Texas

LOCATION: 102 Hollywood Drive

LOT/TRACT SIZE: 0.51 Acres

CURRENT USE: Existing residential buildings

PROPOSED USE: Townhome Development

EXISTING ZONING: Residential, Primary (RP) District

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

LAND USE PLAN: Auto-Urban Uses

PUBLIC SERVICES: City of Edinburg Water and Sewer

RECOMMENDATION: Staff recommends approval of the Rezoning Request from Residential, Primary (RP) District to Residential, Urban & Townhome (RU) District

REZONING REQUEST
JUDITH MICHELLE BENAVIDES & ELISEO GARZA JR.

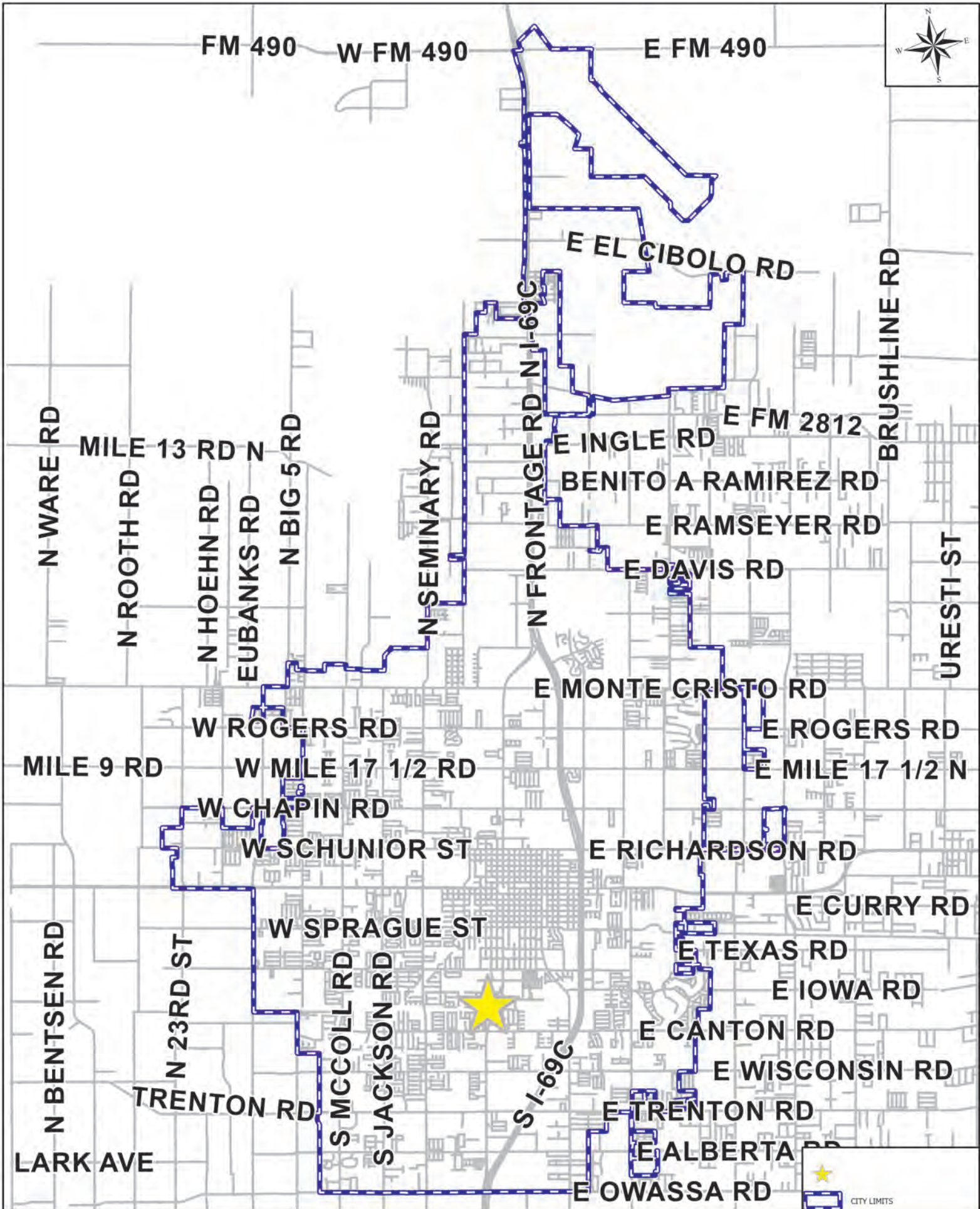
EVALUATION

The following is staff's evaluation of the request:

1. Surrounding land consists of mixed uses including: residential uses, commercial uses, and vacant land.
2. Adjacent zoning districts are Residential, Primary (RP) District to the north, west, and south, with Commercial, General (CG) District and Residential, Multi-family (RM) District to the east.
3. There is need for additional housing in the community.
4. 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, Urban & Townhome (RU) District, based on adjacent zoning and density. 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 36 neighboring property owners on Friday, October 11, 2024, and had received no comments in favor and none against this request at the time this report was prepared. Staff received a petition from surrounding residents in favor of the request. The petition has been attached for the City Council's consideration. Notice of this public hearing was published in the newspaper on November 2, 2024.

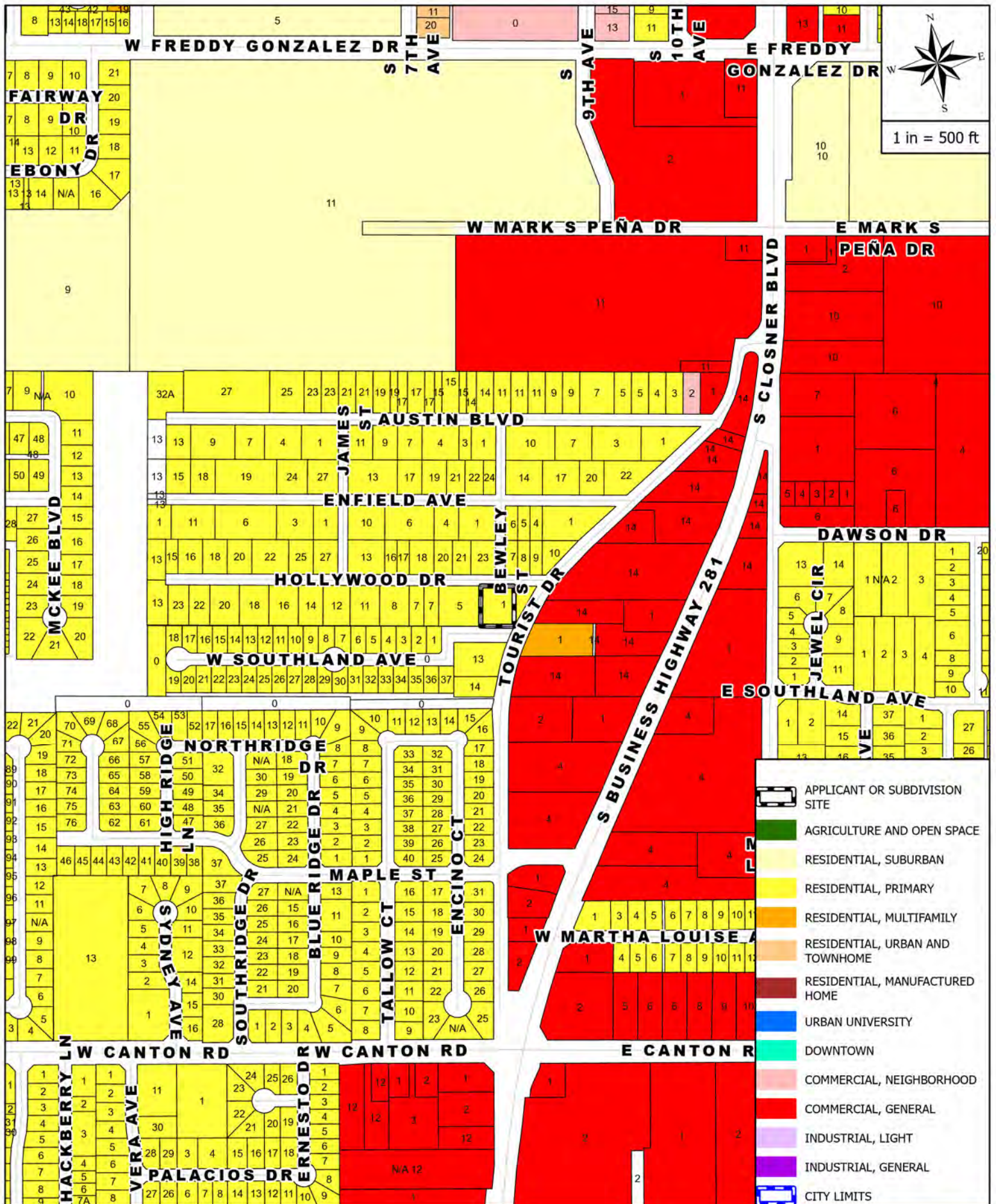


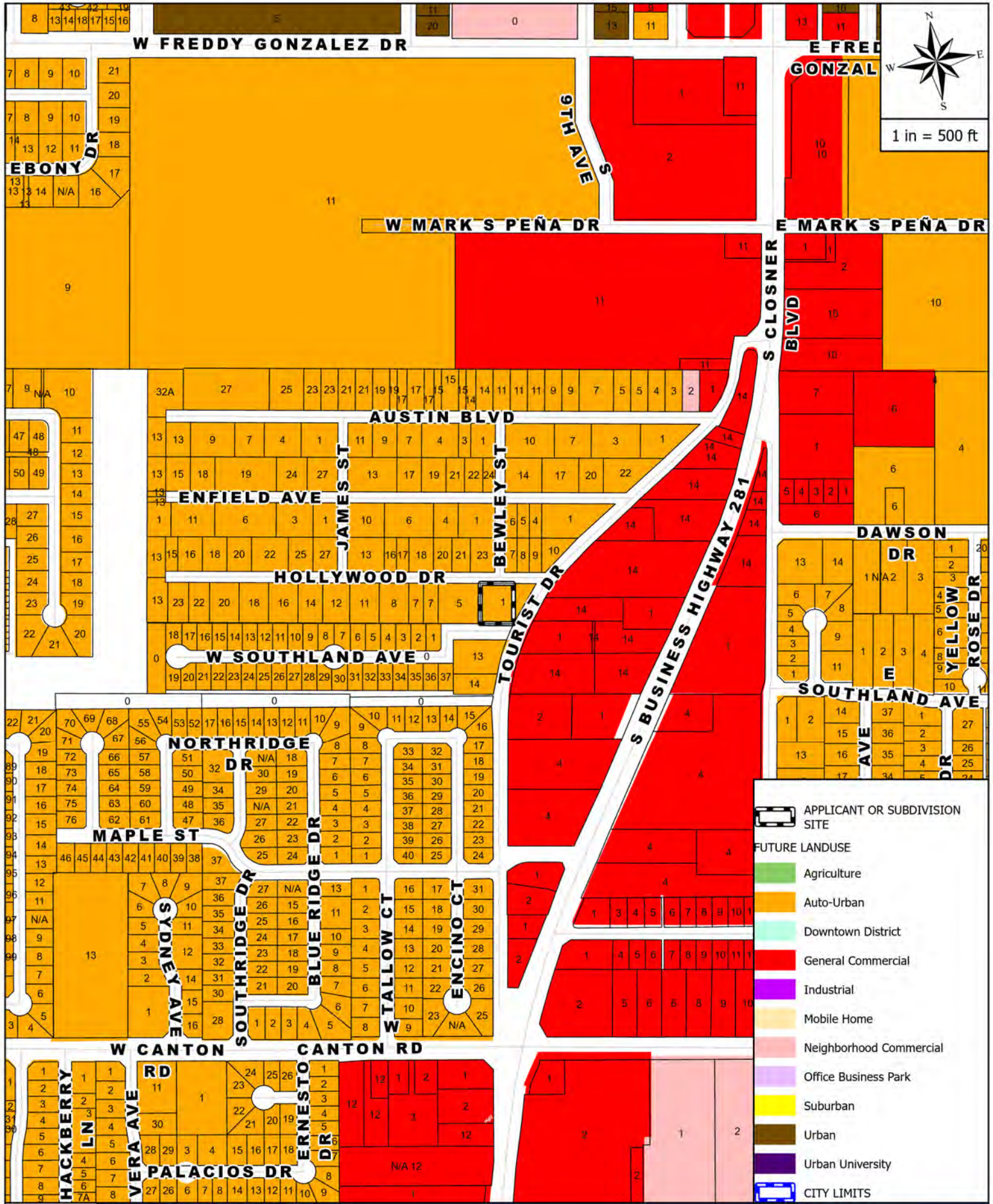


AERIAL MAP

APPLICANT AND/OR SUBDIVISION:

RZNE-2024-0239 102 W HOLLYWOOD DR-ELISEO GARZA



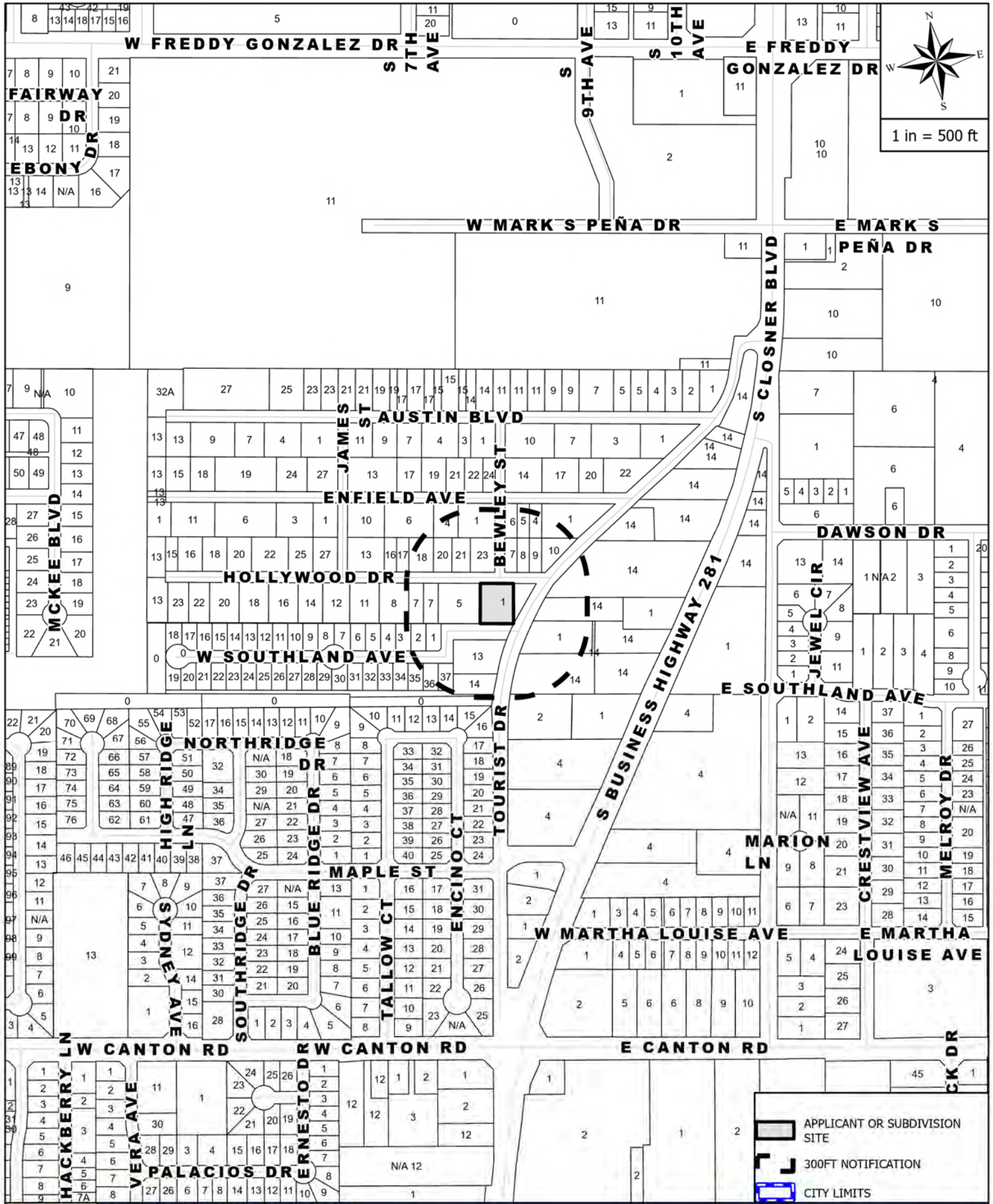


FUTURE LAND USE MAP

APPLICANT AND/OR SUBDIVISION:

RZNE-2024-0239 102 W HOLLYWOOD DR-ELISEO GARZA





MAILOUT AND SITE MAP
APPLICANT AND/OR SUBDIVISION:
RZNE-2024-0239 102 W HOLLYWOOD DR-ELISEO GARZA

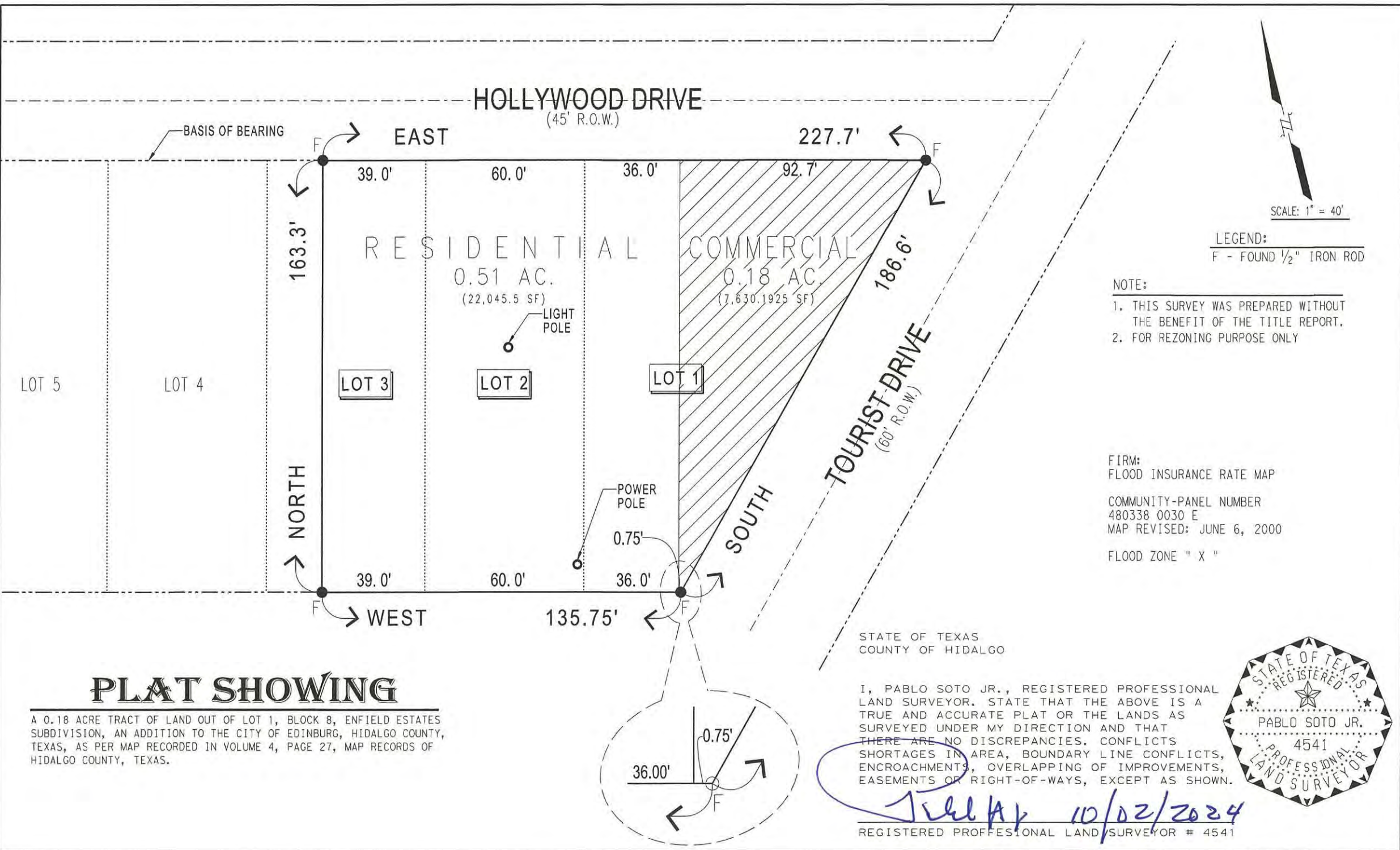


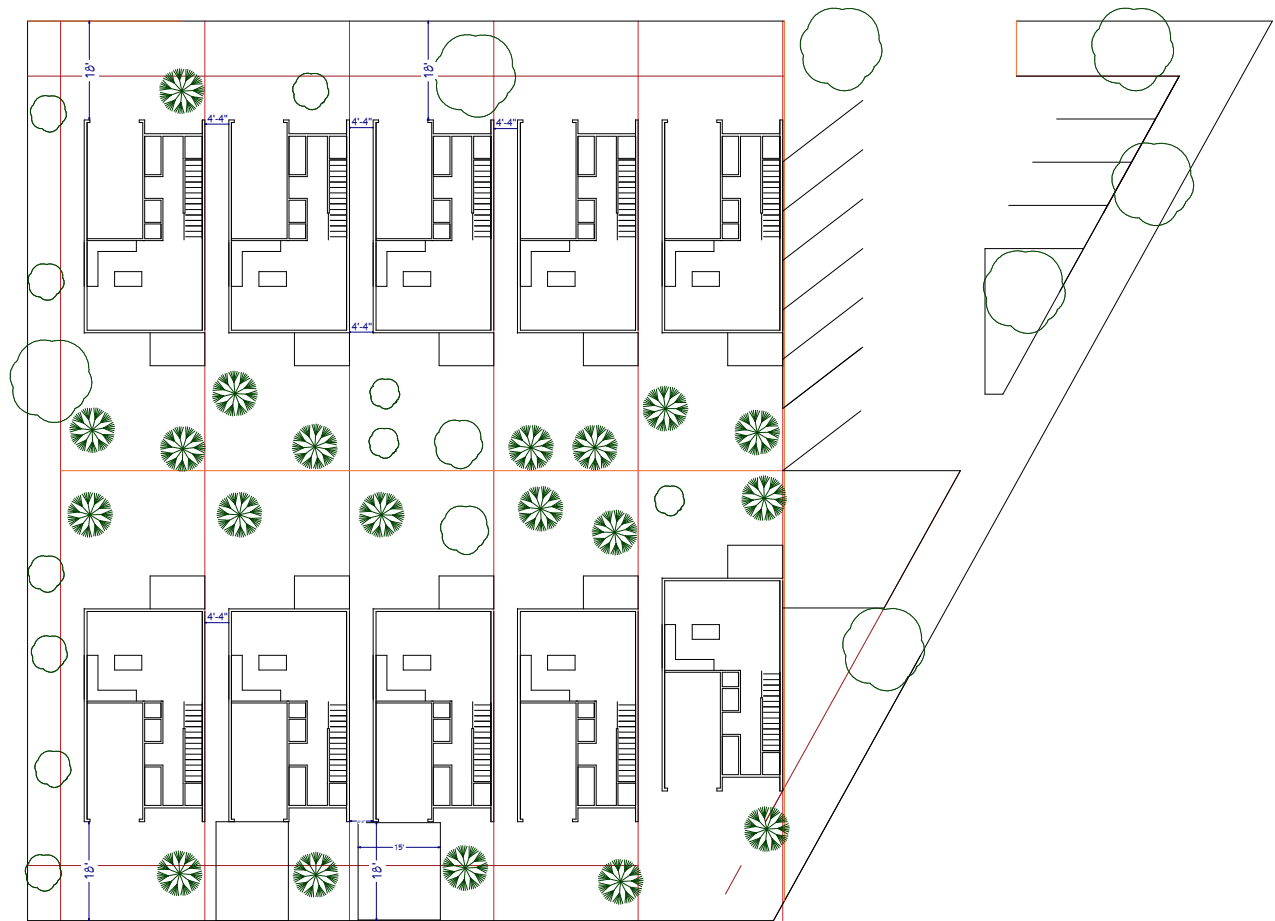
Rezoning Request Site Photo

Eliseo Garza

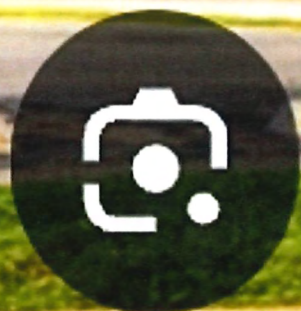
102 Hollywood Drive





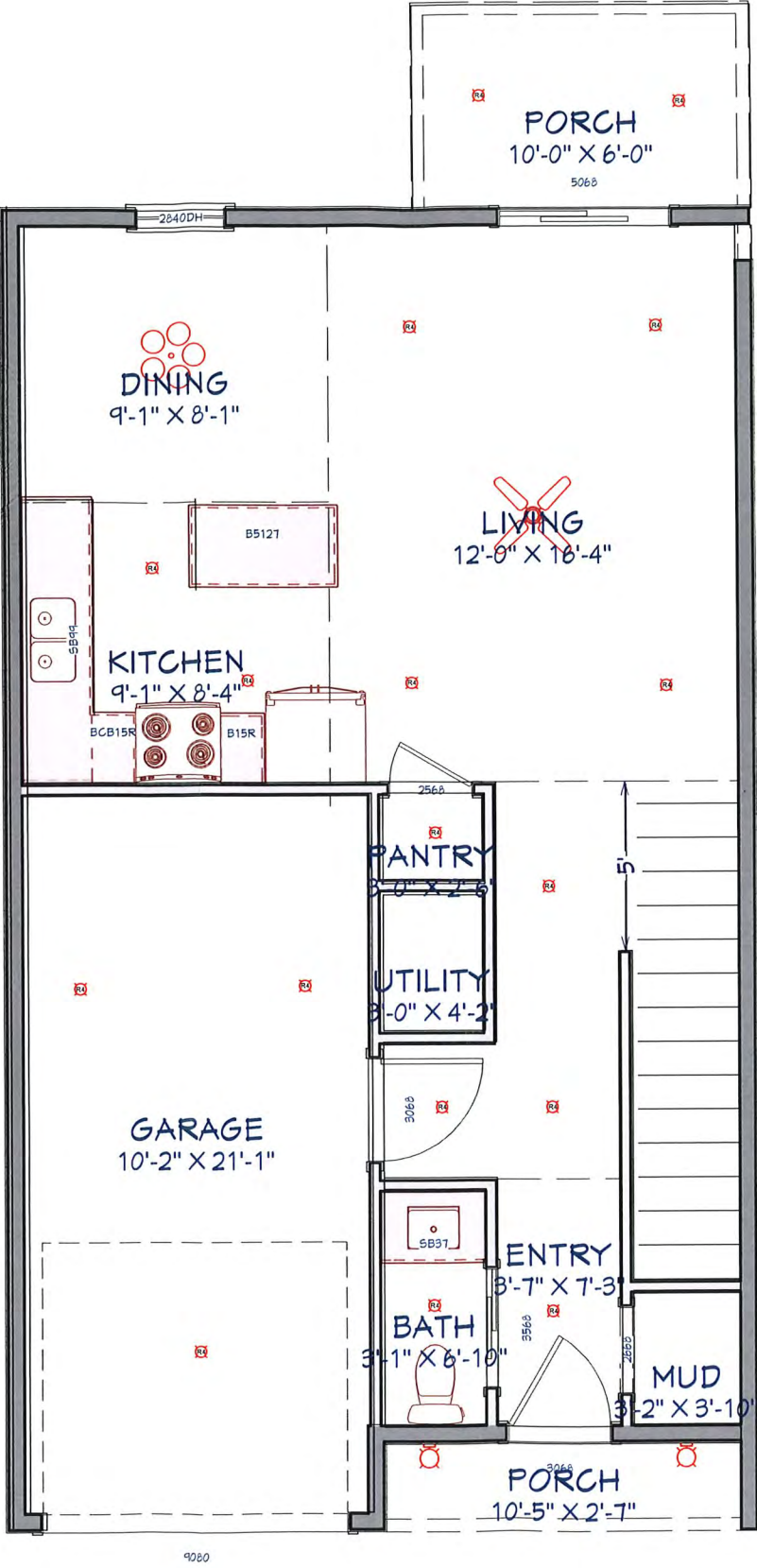




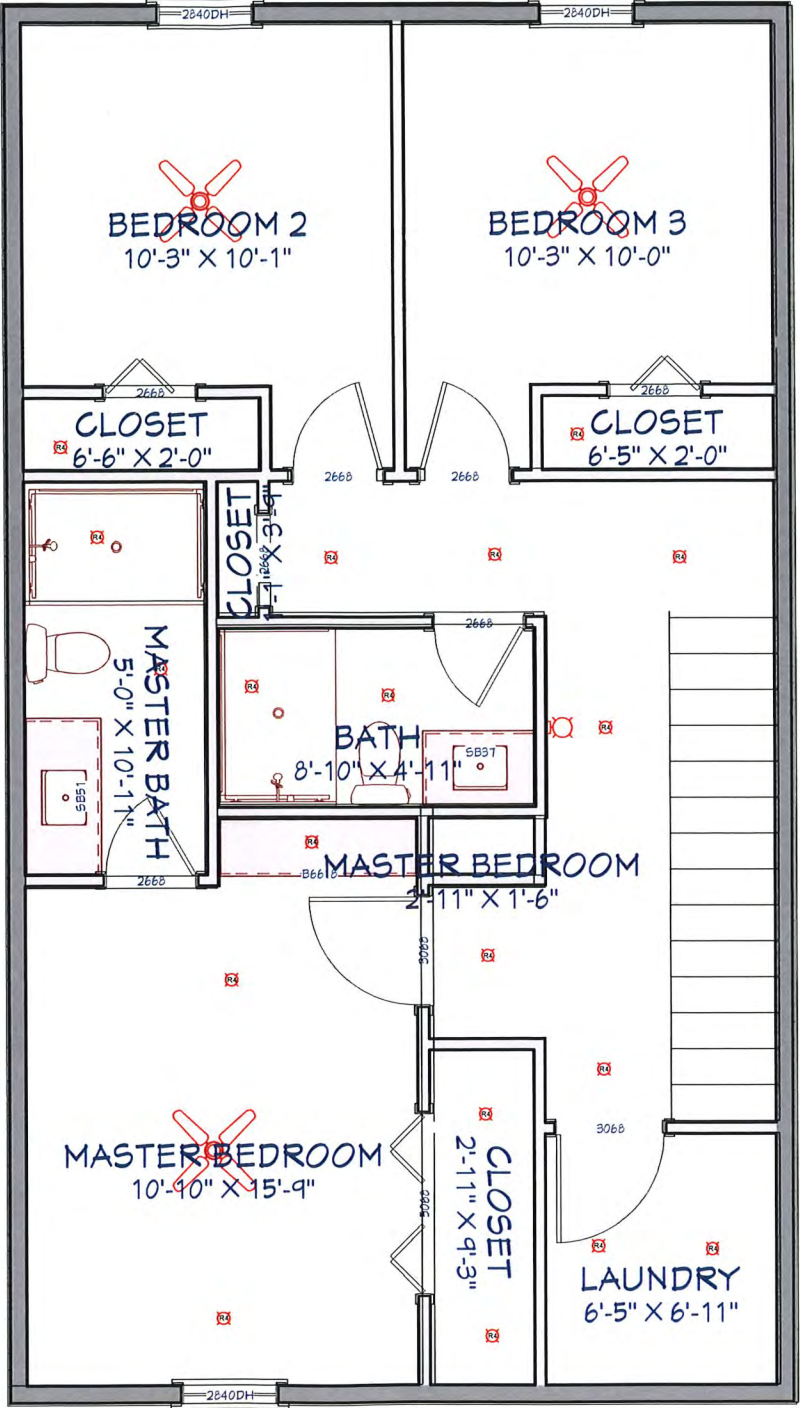








LIVING AREA
597 SQ FT



LIVING AREA
848 SQ FT

Planning & Zoning

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



THE CITY OF
Edinburg

Zone Change Application

ENERGOV CASE #

R2NE-2024-0239

Date: 9/20/2024

1. Property Owner (required): Eliseo Garza 2. Phone: (956) 207-3525

3. Mailing Address: 1111 S. 15th AVE.

4. City: EDINBURG State: TX Zip: 78539

5. Owner's Email: eliseo.garza1@gmail.com 6. Cell No. 956-207-3525

7. Agent (not owner): N/A 8. Agent's Phone: _____

9. Agent's Mailing Address: _____

10. City: _____ State: _____ Zip: _____

11. Agent's Email: _____

12. Address/Location being Rezoned: 102 W. Hollywood Dr.

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

All of lot 1 and 2 and the east 39' of lot 3, Block 8,
ENFIELD ESTATES Subdivision.

15. Zone Change: From: RESIDENTIAL PRIMARY To: Residential Urban / Commercial
Townhome District / neighborhood

16. Existing Land Use: APARTMENTS / RESIDENTIAL

17. Reason for Zone Change: Build town homes / commercial neighborhood

Eliseo Garza Jr
(Please Print Name)

[Signature]
Signature

OFFICE USE ONLY

REVIEWED BY _____ DATE RECEIVED _____

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

IN FAVOR OF RE-ZONING APPROVAL

SUBJECT PROPERTY

102 W. HOLLYWOOD DR. EDINBURG TX. 78539

-NEIGHBORHOOD COMMERCIAL (FRONTING TOURIST DR.)

-URBAN RESIDENTIAL (TOWN HOMES) SOUTHLAND DR. AND HOLLYWOOD DR.

NAME	ADDRESS	NUMBER/EMAIL	DATE
1. Shannon Miller	222 Hollywood dr.	956-670-6180	10/22/24
2. Juanita Cobarrubias	220 Hollywood dr.	956-378-5716	10/22/24
3. Raul Arredondo Jr.	214 Hollywood dr.	Sunray 9256y4H00.com	10/22/24
4. Juan Ruiz	221 Hollywood dr.	956-624-1391	10/22/24
5. Andres/Erika Herrera	207 Hollywood dr.	737-786-1200	10/22/24
6. Jose De la Garza	109 Hollywood dr.	956-329-8445	10/22/24
Cruz Gaitan Jr	202 Enfield rd.	956 292-8680	10/22/24
8. Cristina Villareal	201 Enfield rd.	956/393-7735	10/22/24
9. Valeria SANDOVAL	303 W. Southland dr.	956-340-9999	10/22/24
10. Lorenzo Guzman	107 Hollywood dr.	956-358-2734	10/22/24
11.			
12.			
13.			
14.			
15.			
16.			

PID: 170628 GUZMAN MARIA E & LORENZO
GUZMAN MARIA E & LORENZO

107 HOLLYWOOD DR

EDINBURG, TX 78539-6113

PID: 691592 LINSKEY SARA RODRIGUEZ LINSKEY
SARA RODRIGUEZ

2223 TOURIST DR

EDINBURG, TX 78539-6134

PID: 170654 MAANI NATALIA R MAANI NATALIA R
2401 LESLIE ST

EDINBURG, TX 78539-3719

PID: 170626 PENA JOHN ERIC & CRISTINA F PENA
JOHN ERIC & CRISTINA F

124 ENFIELD RD

EDINBURG, TX 78539

PID: 170633 PICHARDO RODOLFO PICHARDO
RODOLFO

228 ENFIELD RD

EDINBURG, TX 78539-6110

PID: 170636 RUIZ JUAN & ESTHER RUIZ JUAN &
ESTHER

221 HOLLYWOOD DR

EDINBURG, TX 78539-6115

PID: 170630 TABEZA HOLDINGS LLC TABEZA
HOLDINGS LLC

10604 N 24TH ST

MCALLEN, TX 78504-6313

PID: 514263 WEAVER IVAN K III & STACY WEAVER
IVAN K III & STACY

2245 S BUSINESS HWY 281

EDINBURG, TX 78539-6206

PID: 297086 LINSKEY SARA R LINSKEY SARA R
2223 TOURIST DR

EDINBURG, TX 78539-6134

PID: 170632 MAANI MARIANA R MAANI MARIANA
R

216 ENFIELD RD

EDINBURG, TX 78539-6110

PID: 647401 MEDINA RICARDO & MINERVA
MEDINA RICARDO & MINERVA

401 S WOODLAND DR

PHARR, TX 78577-5213

PID: 170624 PEREZ ARNOLDO JR & DELPHISS D
PEREZ ARNOLDO JR & DELPHISS D

1032 W EBONY DR

EDINBURG, TX 78539-5443

PID: 1235528 RODRIGUEZ BENJAMIN & EVA MARIE
SILVA RODRIGUEZ BENJAMIN & EVA MARIE SILVA

210 W SOUTHLAND AVE

EDINBURG, TX 78539-4978

PID: 647402 RUIZ JUAN G & ESTHER RUIZ JUAN G &
ESTHER

221 HOLLYWOOD DR

EDINBURG, TX 78539-6115

PID: 1235491 TAYLOR RIDGE TAYLOR RIDGE
317 S MAIN ST

MCALLEN, TX 78501-4806

PID: 170625 ZAMARRIPA ARTURO ZAMARRIPA
ARTURO

305 WASHINGTONIA PALM AVE

OWNER NOTIFICATION LIST REPORT

PID: 123257 AHLMAN FAMILY LTD AHLMAN FAMILY LTD

2806 LAKE SHORE DR

EDINBURG, TX 78539-7704

PID: 1235493 BELTRAN VALERIA & MARCO A SANDOVAL BELTRAN VALERIA & MARCO A SANDOVAL

303 W SOUTHLAND AVE

EDINBURG, TX 78539-4979

PID: 297098 CASTILLEJA LUIS G LTD CASTILLEJA LUIS G LTD

914 N MAIN ST STE 1

MCALLEN, TX 78501-4355

PID: 1235527 CAZARES JAIME ALBERTO & AISSA CAZARES CAZARES JAIME ALBERTO & AISSA CAZARES

300 W SOUTHLAND AVE

EDINBURG, TX 78539-4979

PID: 170627 DE LA GARZA JANIE R FKA JANIE R BROWN DE LA GARZA JANIE R FKA JANIE R BROWN

109 HOLLYWOOD

EDINBURG, TX 78539-6113

PID: 1235526 DELAROSA JORGE R & AUDREY ANN DELAROSA DELAROSA JORGE R & AUDREY ANN DELAROSA

304 W SOUTHLAND AVE

EDINBURG, TX 78539-4979

PID: 170637 EQUITY GAINS LLC EQUITY GAINS LLC

1802 NIX ST

ROMA, TX 78584-5724

PID: 170652 FERNANDEZ HORACIO JR FERNANDEZ HORACIO JR

3611 W FREDDY GONZALEZ DR

PID: 170653 ARREDONDO RAUL Jr ARREDONDO RAUL Jr

214 HOLLYWOOD DR

EDINBURG, TX 78539-6116

PID: 170650 BENAVIDES JUDITH MICHELLE & ELISEO GARZA JR BENAVIDES JUDITH MICHELLE & ELISEO GARZA JR

1111 S 15TH AVE

EDINBURG, TX 78539

PID: 1235492 CASTILLO RAFAEL JR & IRIS C DEL ANGEL CASTILLO RAFAEL JR & IRIS C DEL ANGEL

301 W SOUTHLAND AVE

EDINBURG, TX 78539-4979

PID: 592720 CITY OF EDINBURG CITY OF EDINBURG PO BOX 1079

EDINBURG, TX 78540-1079

PID: 297102 DELAD LLC DELAD LLC

2207 S BUS HWY 281

EDINBURG, TX 78539-6206

PID: 527698 DELGADO ADRIAN & MARIANA ARCE DELGADO ADRIAN & MARIANA ARCE

4517 N 1ST LANE

MCALLEN, TX 78504-2415

PID: 170629 ERIC DE JESUS GUZMAN & JOSE VICENTE GUZMAN ERIC DE JESUS GUZMAN & JOSE VICENTE GUZMAN

103 HOLLYWOOD DR

EDINBURG, TX 78539-6113

PID: 170631 GAITAN CRUZ JR & JESSICA M GAITAN CRUZ JR & JESSICA M

202 ENFIELD

OWNER NOTIFICATION LIST REPORT

PID: 170638 GARCIA MONICA SAN JUANITA
GARCIA MONICA SAN JUANITA
205 HOLLYWOOD DRIVE

PID: 170655 GERNENTZ BARBARA D GERNENTZ
BARBARA D
1312 W TEXAS AVE

PID: 1235494 GARCIA OSCAR IVAN & MICHELLE
MARTINEZ GARCIA OSCAR IVAN & MICHELLE
MARTINEZ

309 W SOUTHLAND AVE

PID: 702051 GONZALEZ JOSE A FARIAS & LILIANA
FARIAS MENDOZA GONZALEZ JOSE A FARIAS &
LILIANA FARIAS MENDOZA
38346 FM 490

ORDINANCE NO. _____

AN ORDINANCE AMENDING, SUPPLEMENTING, AND CHANGING THE BOUNDARIES OF RESIDENTIAL, PRIMARY (RP) DISTRICT TO RESIDENTIAL, URBAN & TOWNHOME (RU) DISTRICT, A 0.51 ACRE TRACT OF LAND, BEING THE WEST 36 FEET OF LOT 1, ALL OF LOT 2, AND THE EAST 39 FEET OF LOT 3, BLOCK 8, ENFIELD ESTATES SUBDIVISION, AN ADDITION TO THE CITY OF EDINBURG, HIDALGO COUNTY, TEXAS, AS PER MAP RECORDED IN VOLUME 4, PAGE 27, MAP RECORDS OF HIDALGO COUNTY, TEXAS, LOCATED AT 102 HOLLYWOOD 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, Urban & Townhome (RU) District, as set out in the Unified Development Code of the City of Edinburg, Texas, heretofore finally passed, approved, and adopted by said City Council on the 9th day of August, 2022. Such proposed amendment is to change the zoning of A 0.51 Acre Tract of Land, Being the West 36 Feet of Lot 1, All of Lot 2, And the East 39 Feet of Lot 3, Block 8, Enfield Estates Subdivision, An Addition to the City of Edinburg, Hidalgo County, Texas, As Per Map Recorded in Volume 4, Page 27, Map Records of Hidalgo County, Texas, Located at 102 Hollywood Street, Edinburg, Hidalgo County, Texas, from Residential, Primary (RP) District to Residential, Urban & Townhome (RU) District, for a recommendation and report by said Planning and Zoning Commission; and

WHEREAS, the said Planning and Zoning Commission of the City of Edinburg, Texas, gave due notice as provided by said Unified Development Code of a public hearing to be held before said Planning and Zoning Commission, on October 24, 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 19, 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, Urban & Townhome (RU) District and the boundaries of said Districts are hereby amended, supplemented and changed so as to delete the said area from the said Residential, Primary (RP) District and added to Residential, Urban & Townhome (RU) District.

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

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

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

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

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

READ, CONSIDERED, PASSED AND APPROVED at a regular meeting of the City Council of the City of Edinburg, Texas at which a quorum was present and which was held in accordance with V.T.C.A., Government Code, Section 551.041, on the 19th 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 19, 2024

PUBLIC HEARINGS

Agenda Item No: 10.B.

Rezoning Request - 2201 Tourist Drive

1. **Agenda Item:**

Hold Public Hearing and Consider the Ordinance Providing for the Rezoning Request from Residential, Primary (RP) District to Commercial, Neighborhood (CN) District, a 0.18 Acre Tract of Land out of Lot 1, Block 8, Enfield Estates Subdivision, an Addition to the City of Edinburg, Hidalgo County, Texas, as Per Map Recorded in Volume 4, Page 27, Map Records of Hidalgo County, Texas, Located at 2201 Tourist Drive, as Requested by Judith Michelle Benavides & Eliseo Garza Jr. [Jaime Acevedo, Director of Planning & Zoning]

2. **Description:**

This request is for a portion of a property located on the southwest intersection of Hollywood Drive and Tourist Drive. The tract that is being rezoned, has a lot width of 186.6 feet and a total lot area of 0.18 Acres. This property is currently zoned Residential, Primary (RP) District, which is the primary residential district intended to accommodate a wide range of single-family residential uses. The requested zoning designation is the Commercial, Neighborhood (CN) District, which is intended to provide small neighborhood shopping opportunities and services in areas that are largely residential in use. The applicant is requesting a zone change to establish a new commercial development at this location.

Adjacent zoning districts are Residential, Primary (RP) District to the north, west, and south, with Commercial, General (CG) District and Residential, Multi-family (RM) District to the east. Surrounding land consists of mixed uses including: residential uses, commercial uses, and vacant land. The future land use designation for this property is for Auto-Urban uses.

Staff mailed a notice of the public hearing to 28 neighboring property owners on Friday, October 11, 2024, and had received no comments in favor and none against this request at the time this report was prepared. Staff received a petition from surrounding residents in favor of the request. The petition has been attached for the City Council's consideration. Notice of this public hearing was published in the newspaper on November 2, 2024.

On October 18, 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.

This item was heard by the Planning and Zoning Commission and was brought before the City Council with no recommendation. The Planning and Zoning Commission voted 2-2.

3. **Staff's Recommendation:**

Staff recommends denial of the Rezoning Request from Residential, Primary (RP) District to Commercial, Neighborhood (CN) District, based on the character of the area and adjacent zoning. The west side of Tourist Drive appears to be pre-dominantly residential. Also, the property would not meet the required minimum lot area of 10,000 square feet and would need to request a variance. 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 – 10/24/24
CITY COUNCIL – 11/19/24
DATE PREPARED – 10/17/24

STAFF REPORT
GENERAL INFORMATION

APPLICATION: Rezoning Request from Residential, Primary (RP) District to Commercial, Neighborhood (CN) District

APPLICANT: Judith Michelle Benavides & Eliseo Garza Jr.

AGENT: N/A

LEGAL: A 0.18 Acre Tract of Land out of Lot 1, Block 8, Enfield Estates Subdivision, An Addition to the City of Edinburg, Hidalgo County, Texas, As Per Map Recorded in Volume 4, Page 27, Map Records of Hidalgo County, Texas

LOCATION: 2201 Tourist Drive

LOT/TRACT SIZE: 0.18 Acres

CURRENT USE: Existing residential buildings

PROPOSED USE: Commercial Development

EXISTING ZONING: Residential, Primary (RP) District

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

LAND USE PLAN: Auto-Urban Uses

PUBLIC SERVICES: City of Edinburg Water and Sewer

RECOMMENDATION: Staff recommends denial of the Rezoning Request from Residential, Primary (RP) District to Commercial, Neighborhood (CN) District

REZONING REQUEST
JUDITH MICHELLE BENAVIDES & ELISEO GARZA JR.

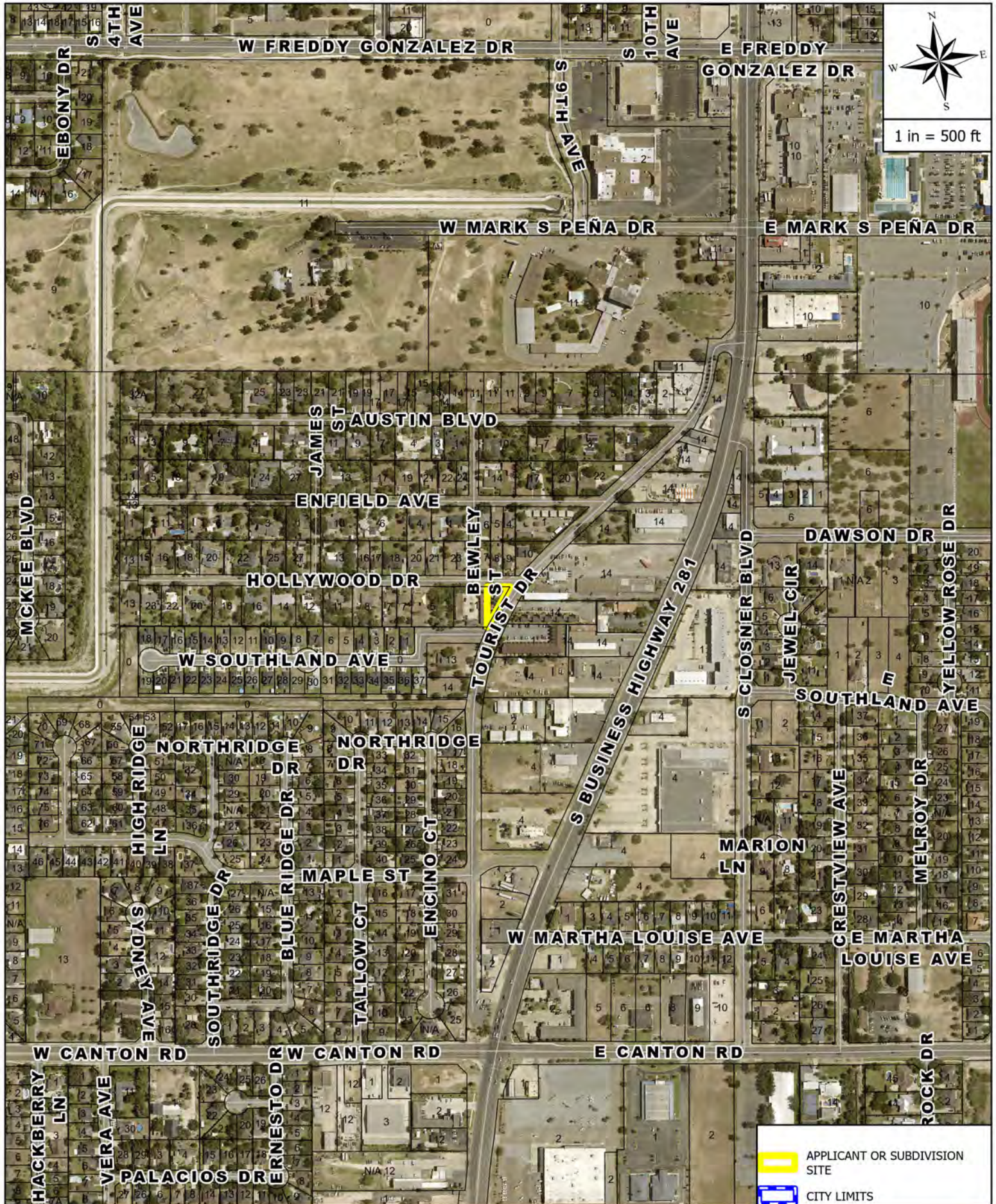
EVALUATION

The following is staff's evaluation of the request:

1. Surrounding land consists of mixed uses including: residential uses, commercial uses, and vacant land.
2. Adjacent zoning districts are Residential, Primary (RP) District to the north, west, and south, with Commercial, General (CG) District and Residential, Multi-family (RM) District to the east.
3. The proposed zoning is not consistent with the Future Land Use Plan.

Staff recommends denial of the Rezoning Request from Residential, Primary (RP) District to Commercial, Neighborhood (CN) District, based on the character of the area and adjacent zoning. The west side of Tourist Drive appears to be pre-dominantly residential. Also, the property would not meet the required minimum lot area of 10,000 square feet and would need to request a variance. 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.

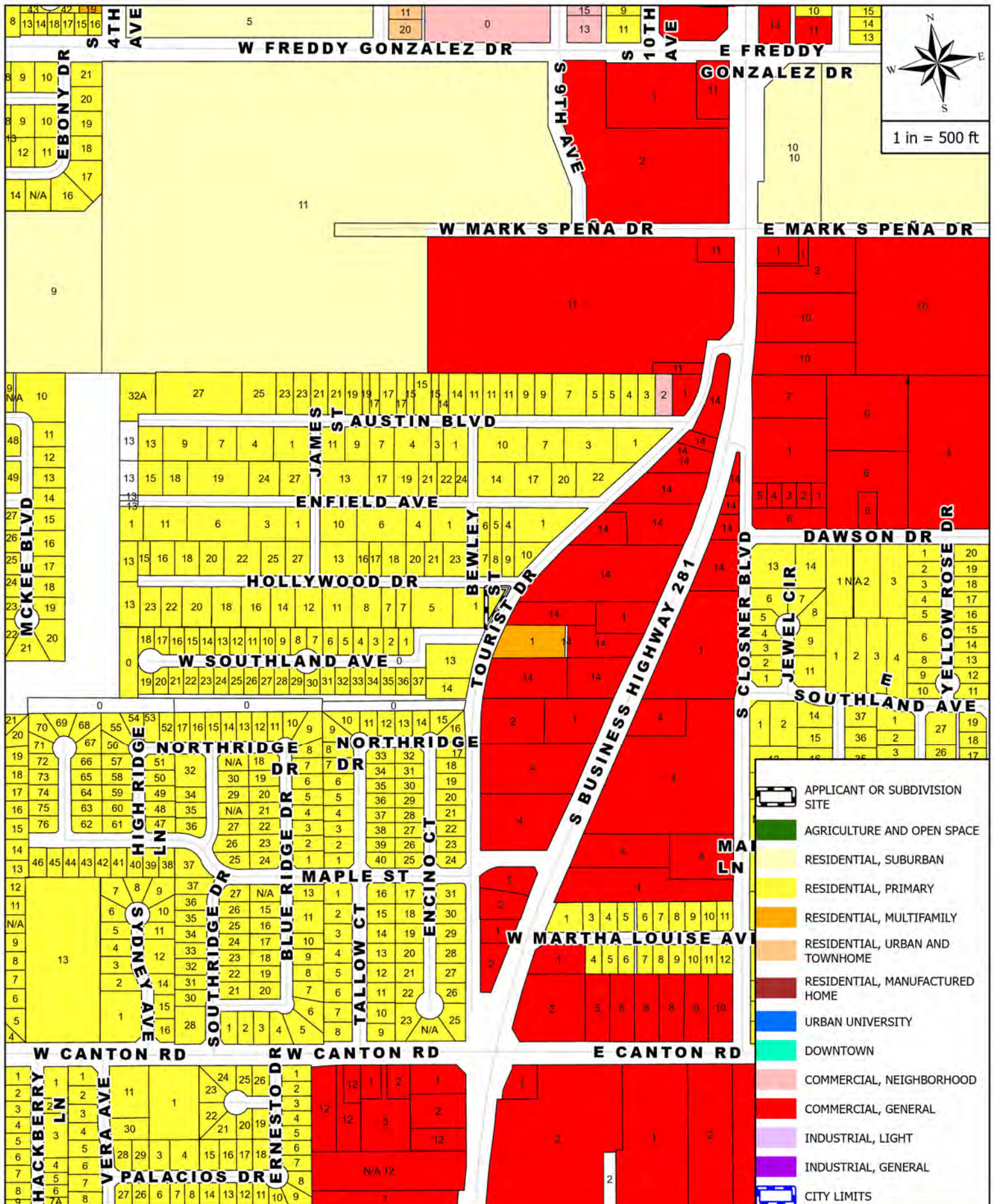
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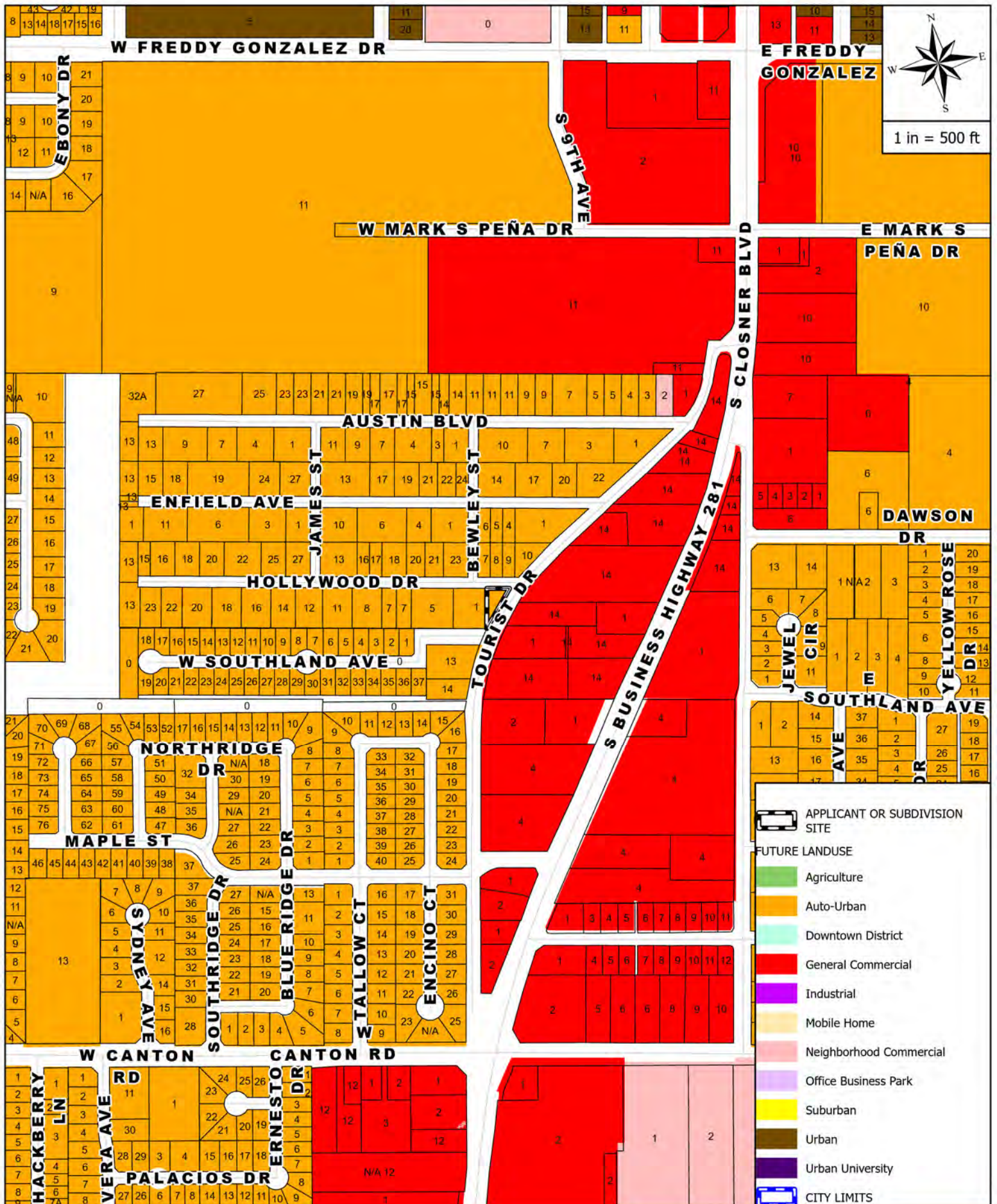


AERIAL MAP

APPLICANT AND/OR SUBDIVISION:

RZNE-2024-0239 2201 TOURIST DR-ELISEO GARZA

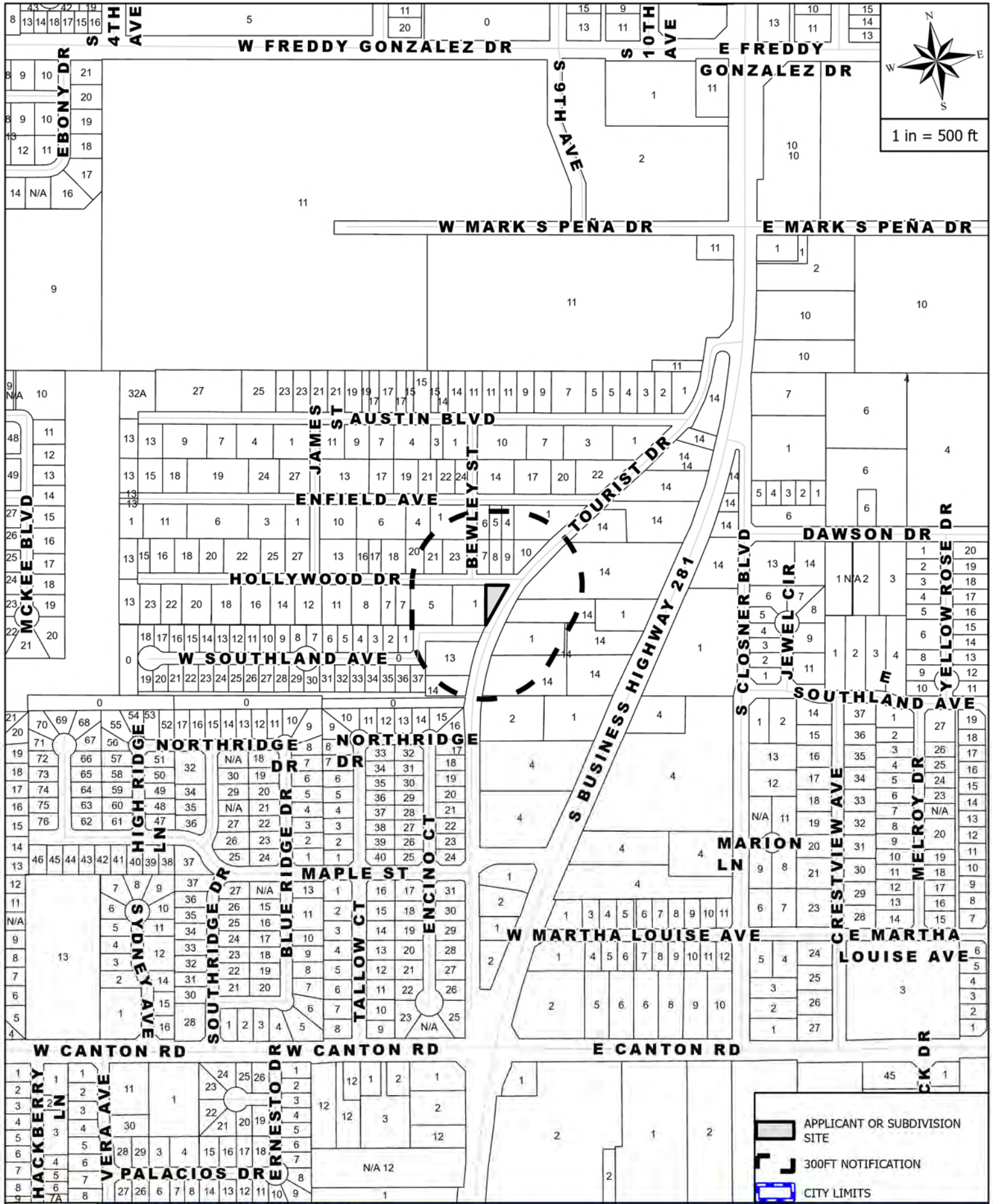




FUTURE LAND USE MAP

APPLICANT AND/OR SUBDIVISION:

RZNE-2024-0239 2201 TOURIST DR-ELISEO GARZA



MAILOUT AND SITE MAP

APPLICANT AND/OR SUBDIVISION:

RZNE-2024-0239 2201 TOURIST DR-ELISEO GARZA

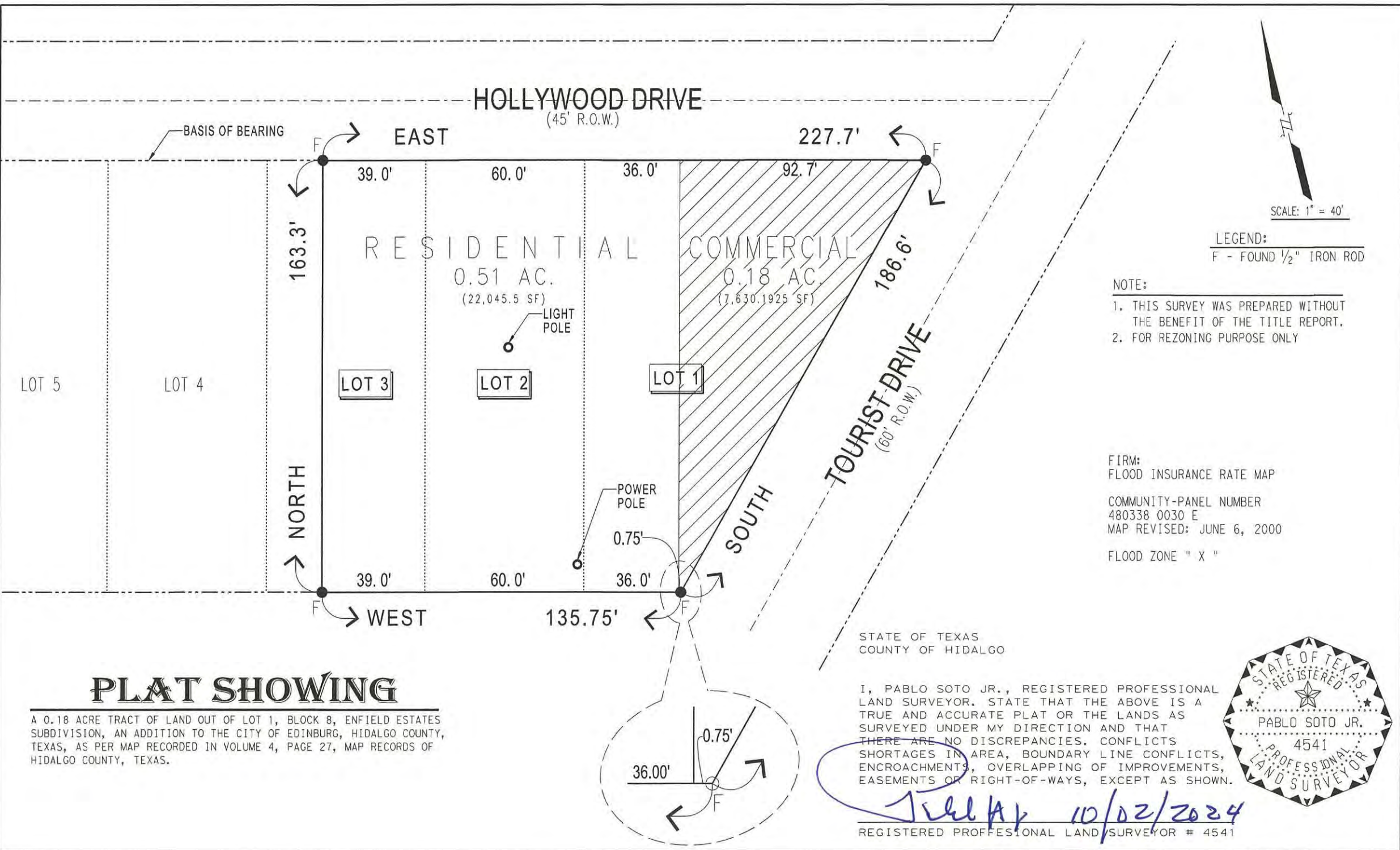


Rezoning Request Site Photo

Eliseo Garza

2201 Tourist Drive





SCALE: 1" = 40'

LEGEND:
F - FOUND 1/2" IRON ROD

NOTE:
1. THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF THE TITLE REPORT.
2. FOR REZONING PURPOSE ONLY

FIRM:
FLOOD INSURANCE RATE MAP
COMMUNITY-PANEL NUMBER
480338 0030 E
MAP REVISED: JUNE 6, 2000
FLOOD ZONE " X "

STATE OF TEXAS
COUNTY OF HIDALGO

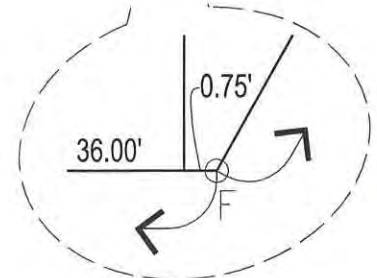
I, PABLO SOTO JR., REGISTERED PROFESSIONAL LAND SURVEYOR. STATE THAT THE ABOVE IS A TRUE AND ACCURATE PLAT OF THE LANDS AS SURVEYED UNDER MY DIRECTION AND THAT THERE ARE NO DISCREPANCIES, CONFLICTS, SHORTAGES IN AREA, BOUNDARY LINE CONFLICTS, ENCROACHMENTS, OVERLAPPING OF IMPROVEMENTS, EASEMENTS OR RIGHT-OF-WAYS, EXCEPT AS SHOWN.

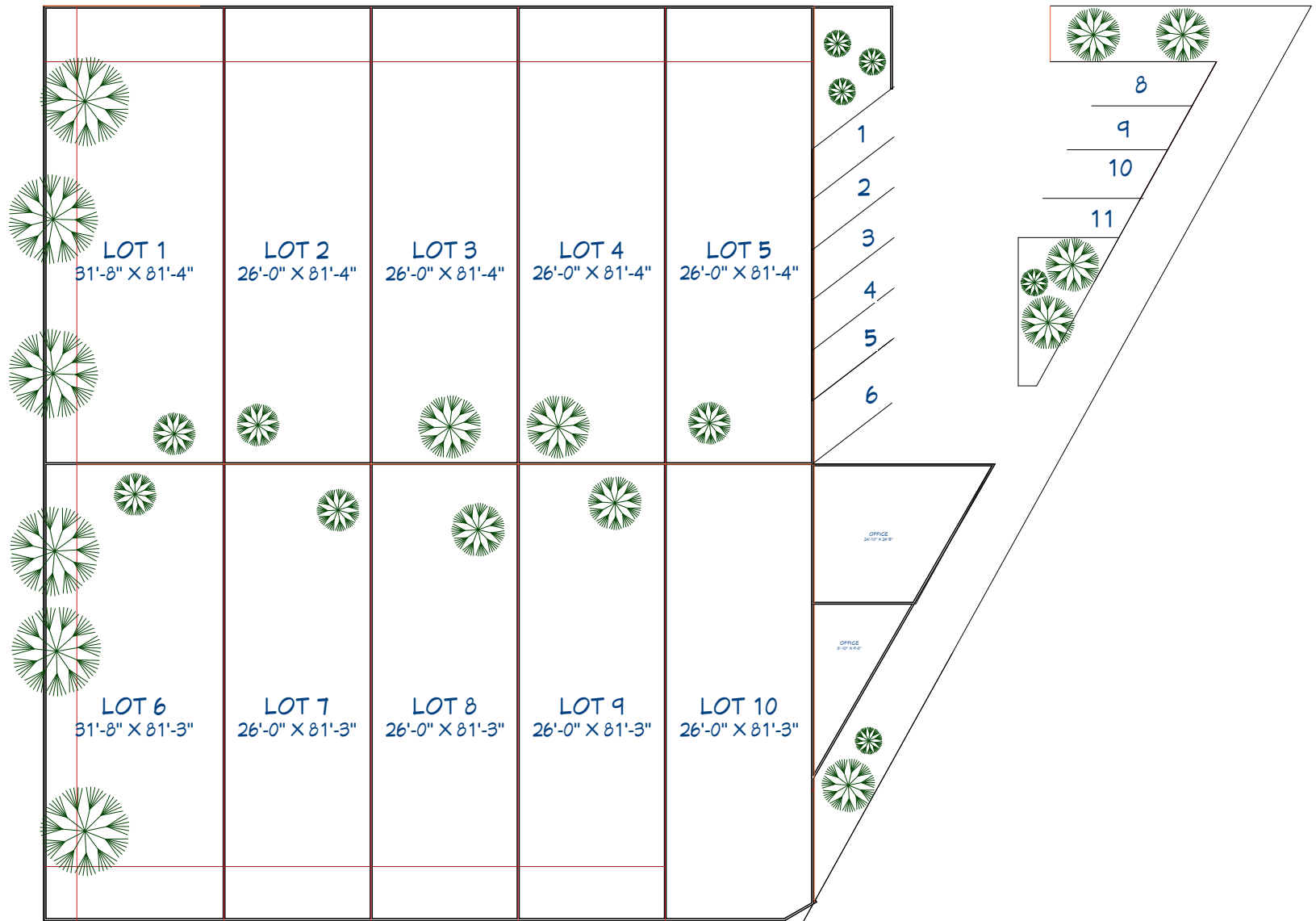
Pablo Soto Jr. 10/02/2024
REGISTERED PROFESSIONAL LAND SURVEYOR # 4541



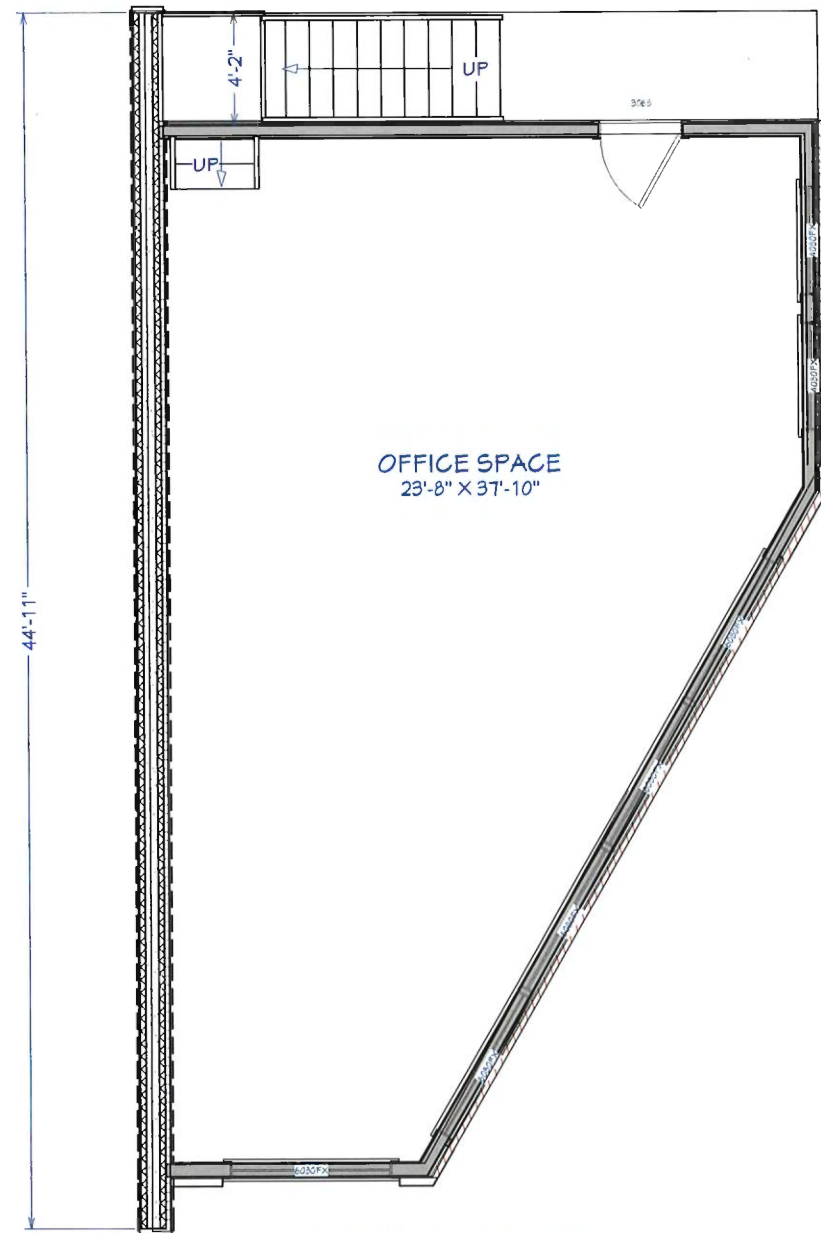
PLAT SHOWING

A 0.18 ACRE TRACT OF LAND OUT OF LOT 1, BLOCK 8, ENFIELD ESTATES SUBDIVISION, AN ADDITION TO THE CITY OF EDINBURG, HIDALGO COUNTY, TEXAS, AS PER MAP RECORDED IN VOLUME 4, PAGE 27, MAP RECORDS OF HIDALGO COUNTY, TEXAS.



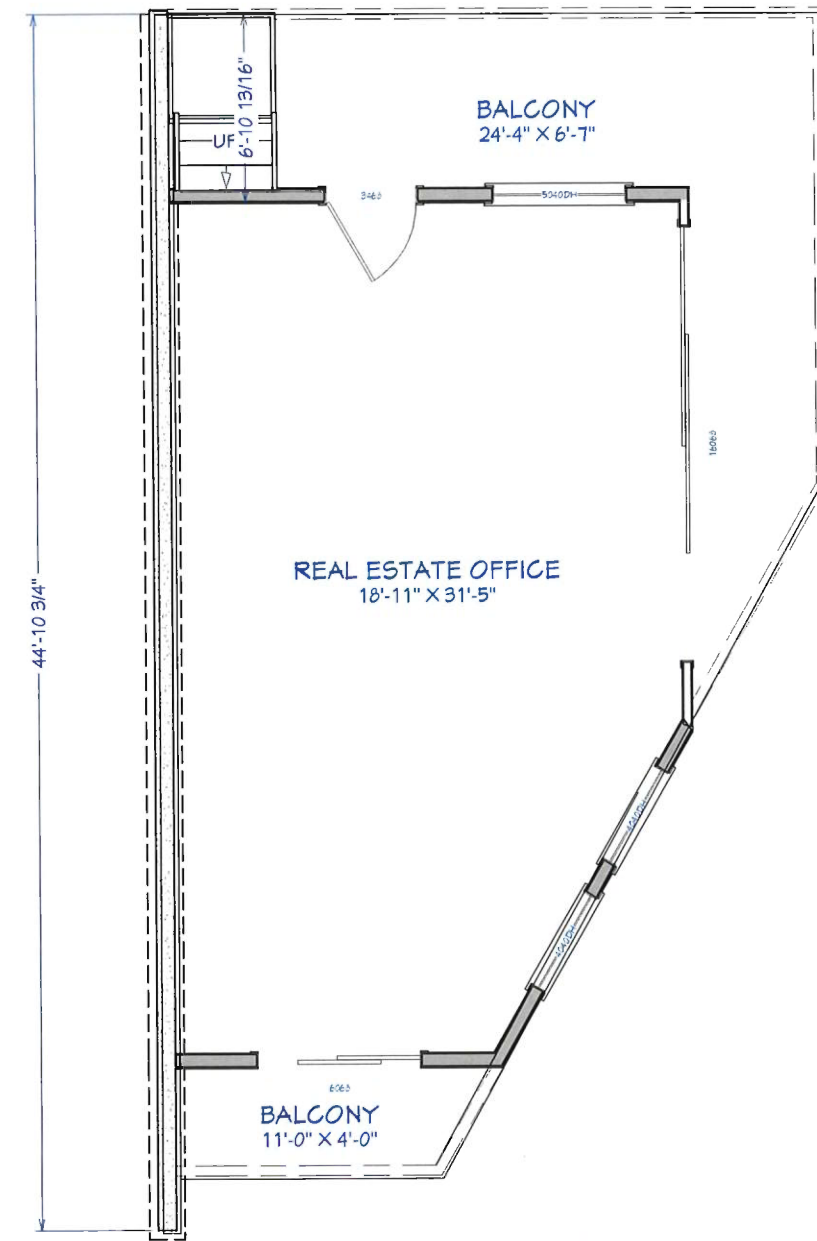






FIRST FLOOR

LIVING AREA
796 SQ FT

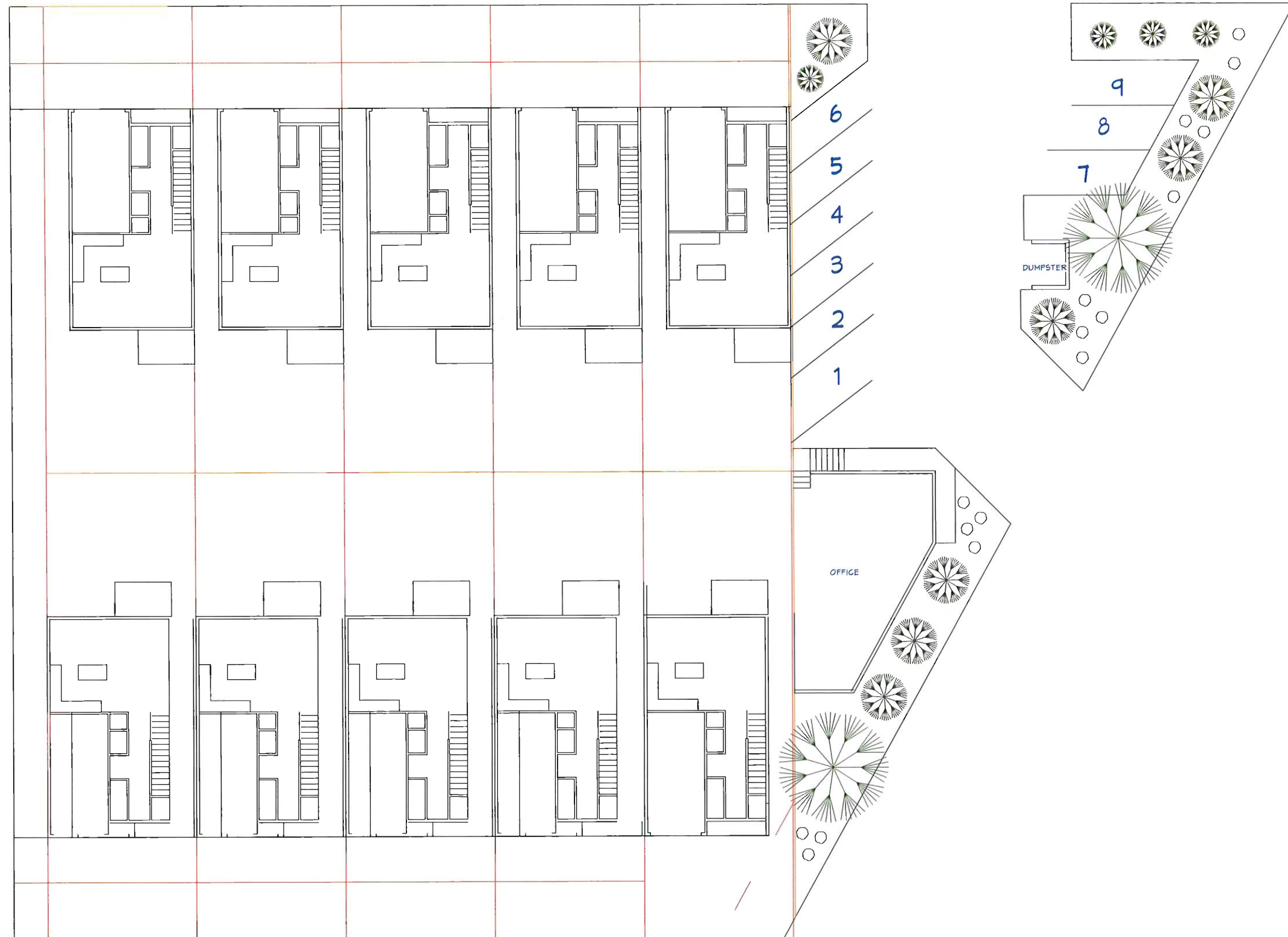


SECOND FLOOR

LIVING AREA
893 SQ FT

Town Homes
at Ebony

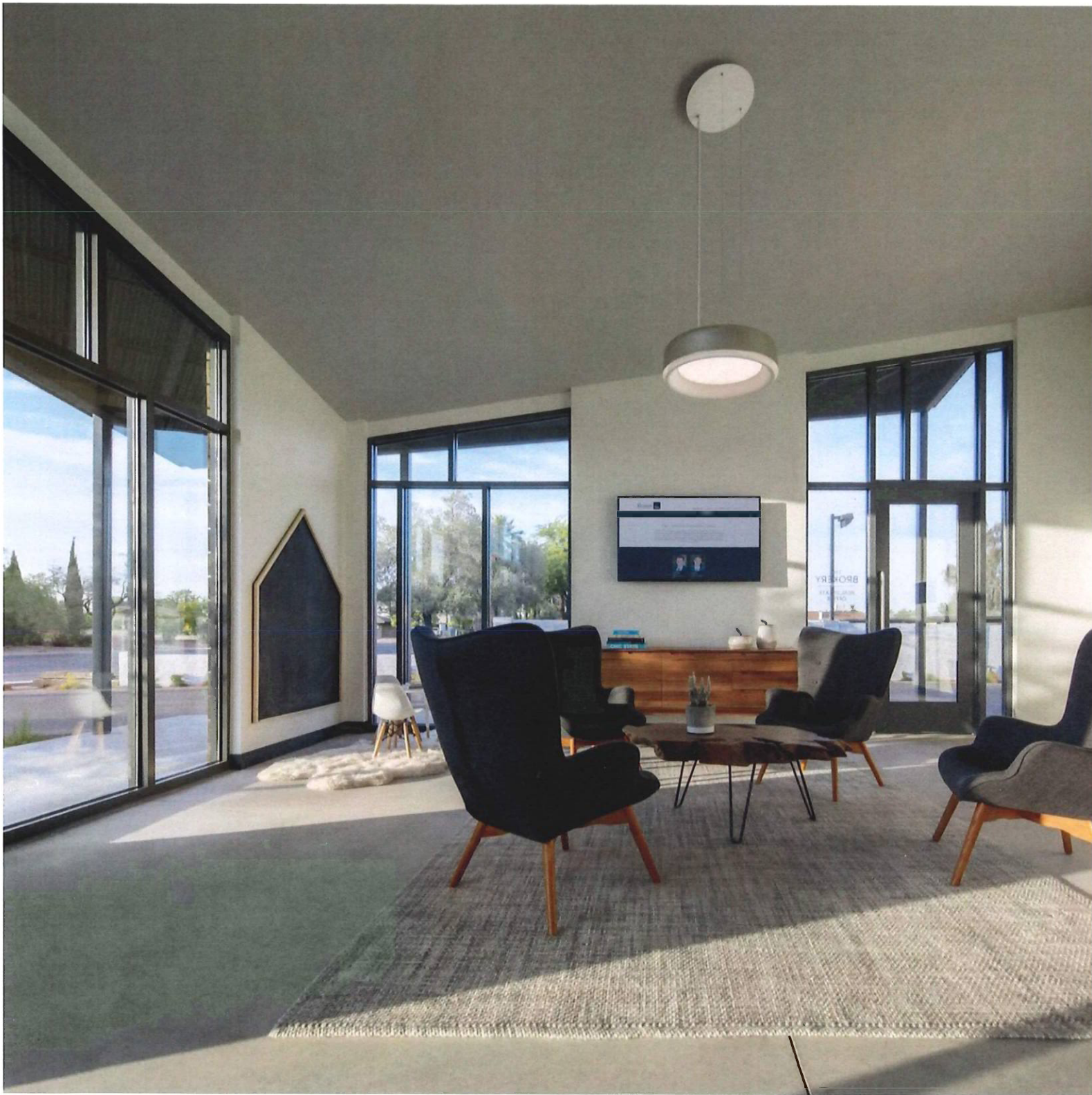


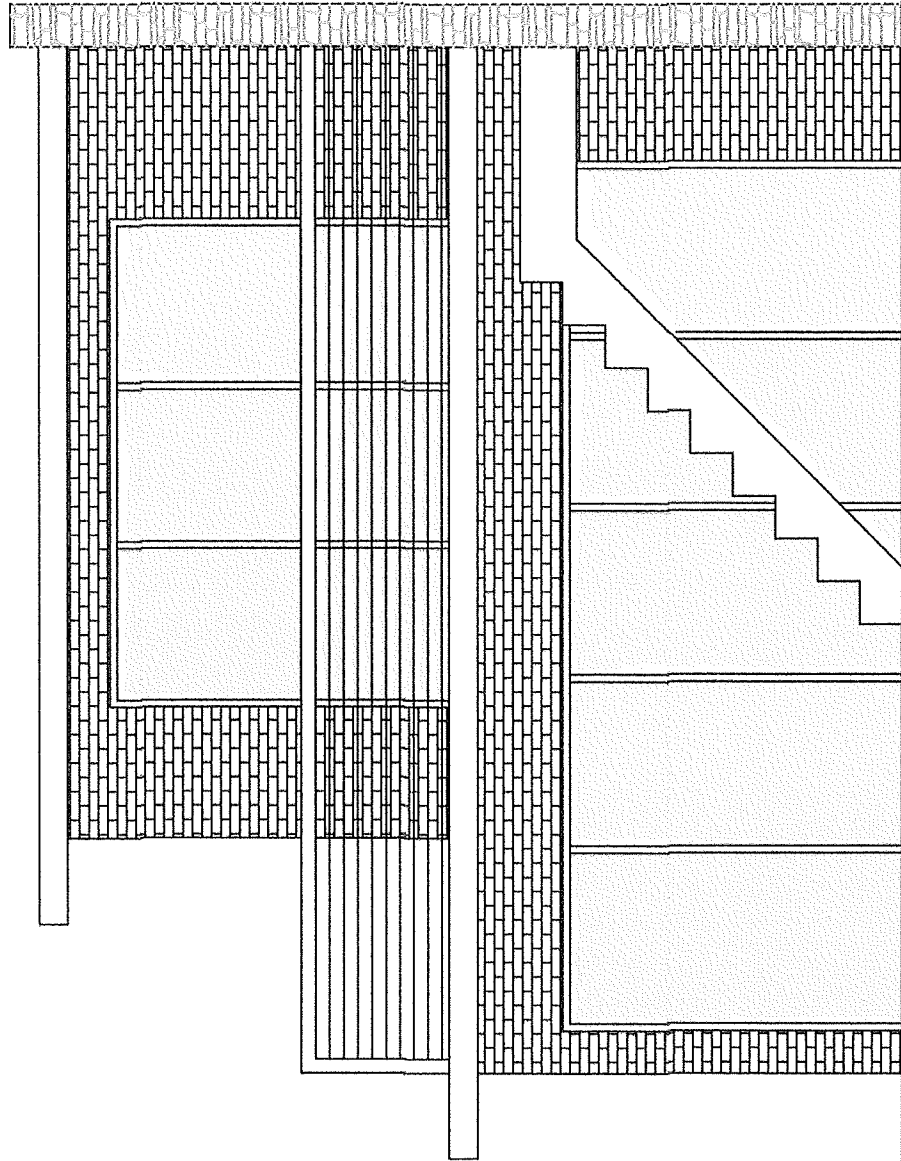






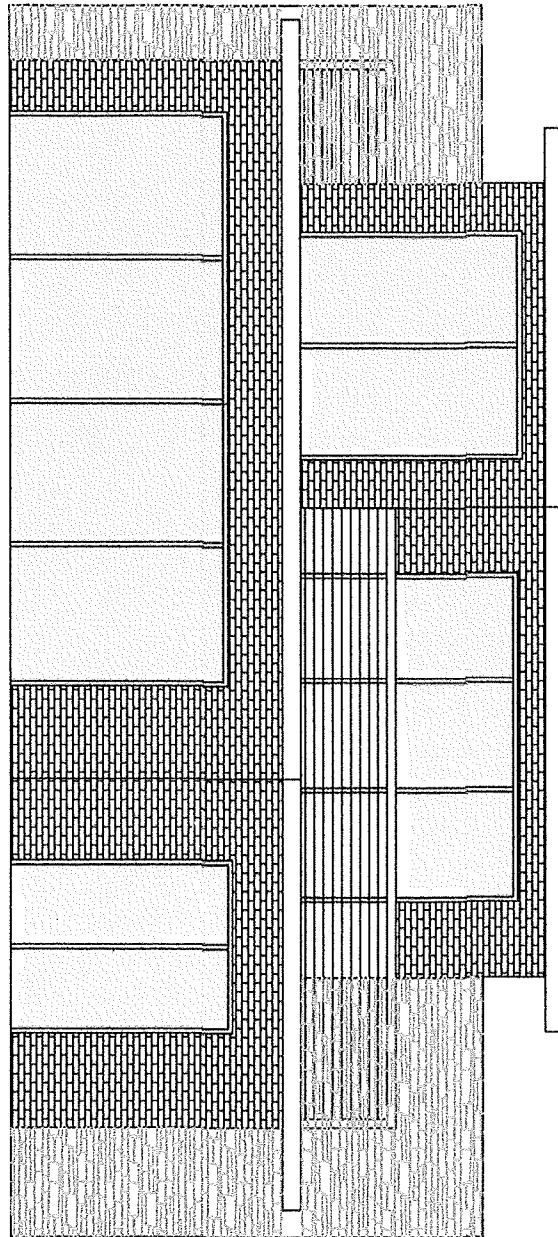






SOUTH ELEVATION

WEST
ELEVATION



Planning & Zoning

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



THE CITY OF
Edinburg

Zone Change Application

ENERGOV CASE #

R2NE-2024-0239

Date: 9/20/2024

1. Property Owner (required): Eliseo Garza 2. Phone: (956) 207-3525

3. Mailing Address: 1111 S. 15th AVE.

4. City: EDINBURG State: TX Zip: 78539

5. Owner's Email: eliseo.garza1@gmail.com 6. Cell No. 956-207-3525

7. Agent (not owner): N/A 8. Agent's Phone: _____

9. Agent's Mailing Address: _____

10. City: _____ State: _____ Zip: _____

11. Agent's Email: _____

12. Address/Location being Rezoned: 102 W. Hollywood Dr.

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

All of lot 1 and 2 and the east 39' of lot 3, Block 8,
ENFIELD ESTATES Subdivision.

15. Zone Change: From: RESIDENTIAL PRIMARY To: Residential Urban / commercial
Townhome District / neighborhood

16. Existing Land Use: APARTMENTS / RESIDENTIAL

17. Reason for Zone Change: Build town homes / commercial neighborhood

Eliseo Garza Jr
(Please Print Name)

[Signature]
Signature

OFFICE USE ONLY

REVIEWED BY _____ DATE RECEIVED _____

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

IN FAVOR OF RE-ZONING APPROVAL

SUBJECT PROPERTY

102 W. HOLLYWOOD DR. EDINBURG TX. 78539

-NEIGHBORHOOD COMMERCIAL (FRONTING TOURIST DR.)

-URBAN RESIDENTIAL (TOWN HOMES) SOUTHLAND DR. AND HOLLYWOOD DR.

NAME	ADDRESS	NUMBER/EMAIL	DATE
1. Shannon Miller	222 Hollywood dr.	956-670-6180	10/22/24
2. Juanita Cobarrubias	220 Hollywood dr.	956-378-5716	10/22/24
3. Raul Arredondo Jr.	214 Hollywood dr.	Sunray 9256y4Hoo.com	10/22/24
4. Juan Ruiz	221 Hollywood dr.	956-624-1391	10/22/24
5. Andres/Erika Herrera	207 Hollywood dr.	737-786-1200	10/22/24
6. Jose De la Garza	109 Hollywood dr.	956-329-8445	10/20/24
Cruz Garita Jr	202 Enfield rd.	956 292-8680	10/22/24
8. CRISTINA VILLALBA	201 ENFIELD Rd.	956/393-7735	10/22/24
9. Valeria SANDOVAL	303 W. Southland dr.	956-340-9999	10/22/24
10. Lorenzo GUZMAN	107 Hollywood dr.	956-358-2734	10/22/24
11.			
12.			
13.			
14.			
15.			
16.			

PID: 123257 AHLMAN FAMILY LTD
2806 LAKE SHORE DR
EDINBURG, TX 78539-7704

PID: 297098 CASTILLEJA LUIS G LTD
914 N MAIN ST STE 1
MCALLEN, TX 78501-4355

PID: 170627 DE LA GARZA JANIE R FKA JANIE R
BROWN DE LA GARZA JOSE ANTONIO
109 HOLLYWOOD
EDINBURG, TX 78539-6113

PID: 527698 DELGADO ADRIAN & MARIANA ARCE
4517 N 1ST LANE
MCALLEN, TX 78504-2415

PID: 170629 ERIC DE JESUS GUZMAN & JOSE
VICENTE GUZMAN C/O RANGEL LAURA ONDINA
PORRAS & ERIC GUZMAN ZAMORANO
103 HOLLYWOOD DR
EDINBURG, TX 78539-6113

PID: 170631 GAITAN CRUZ JR & JESSICA M
202 ENFIELD
EDINBURG, TX 78539-6110

PID: 702051 GONZALEZ JOSE A FARIAS & LILIANA
FARIAS MENDOZA
38346 FM 490
EDINBURG, TX 78541

PID: 297086 LINSKEY SARA R
2223 TOURIST DR
EDINBURG, TX 78539-6134

PID: 170632 MAANI MARIANA R
216 ENFIELD RD
EDINBURG, TX 78539-6110

PID: 170624 PEREZ ARNOLDO JR & DELPHISS D
1032 W EBONY DR
EDINBURG, TX 78539-5443

PID: 170650 BENAVIDES JUDITH MICHELLE &
ELISEO GARZA JR
1111 S 15TH AVE
EDINBURG, TX 78539

PID: 1235492 CASTILLO RAFAEL JR & IRIS C DEL
ANGEL
301 W SOUTHLAND AVE
EDINBURG, TX 78539-4979

PID: 297102 DELAD LLC
2207 S BUS HWY 281
EDINBURG, TX 78539-6206

PID: 170637 EQUITY GAINS LLC
1802 NIX ST
ROMA, TX 78584-5724

PID: 170652 FERNANDEZ HORACIO JR
3611 W FREDDY GONZALEZ DR
EDINBURG, TX 78539-8803

PID: 170638 GARCIA MONICA SAN JUANITA
205 HOLLYWOOD DRIVE
EDINBURG, TX 78539-6115

PID: 170628 GUZMAN MARIA E & LORENZO
107 HOLLYWOOD DR
EDINBURG, TX 78539-6113

PID: 691592 LINSKEY SARA RODRIGUEZ
2223 TOURIST DR
EDINBURG, TX 78539-6134

PID: 170626 PENA JOHN ERIC & CRISTINA F
124 ENFIELD RD
EDINBURG, TX 78539

PID: 1235528 RODRIGUEZ BENJAMIN & EVA MARIE
SILVA
210 W SOUTHLAND AVE
EDINBURG, TX 78539-4978

PID: 297090 RODRIGUEZ CONCEPCION & UVALDO
MARIA GOMEZ

2116 TOURIST DR

EDINBURG, TX 78539-6123

PID: 297106 STOR-EM INC

PO BOX 82

EDINBURG, TX 78540-0082

PID: 170630 TABEZA HOLDINGS LLC

10604 N 24TH ST

MCALLEN, TX 78504-6313

PID: 514263 WEAVER IVAN K III & STACY

2245 S BUSINESS HWY 281

EDINBURG, TX 78539-6206

PID: 170636 RUIZ JUAN & ESTHER

221 HOLLYWOOD DR

EDINBURG, TX 78539-6115

PID: 297097 STOR-EM LTD

PO BOX 82

EDINBURG, TX 78540-0082

PID: 1235491 TAYLOR RIDGE

317 S MAIN ST

MCALLEN, TX 78501-4806

PID: 170625 ZAMARRIPA ARTURO

305 WASHINGTONIA PALM AVE

SAN JUAN, TX 78589-3121

ORDINANCE NO. _____

AN ORDINANCE AMENDING, SUPPLEMENTING, AND CHANGING THE BOUNDARIES OF RESIDENTIAL, PRIMARY (RP) DISTRICT TO COMMERCIAL, NEIGHBORHOOD (CN) DISTRICT, A 0.18 ACRE TRACT OF LAND OUT OF LOT 1, BLOCK 8, ENFIELD ESTATES SUBDIVISION, AN ADDITION TO THE CITY OF EDINBURG, HIDALGO COUNTY, TEXAS, AS PER MAP RECORDED IN VOLUME 4, PAGE 27, MAP RECORDS OF HIDALGO COUNTY, TEXAS, LOCATED AT 2201 TOURIST 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 Residential, Primary (RP) District to Commercial, Neighborhood (CN) 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 0.18 acre Tract of Land out of Lot 1, Block 8, Enfield Estates Subdivision, An Addition to the City of Edinburg, Hidalgo County, Texas, As Per Map Recorded in Volume 4, Page 27, Map Records of Hidalgo County, Texas, Located at 2201 Tourist Drive, Edinburg, Hidalgo County, Texas, from Residential, Primary (RP) District to Commercial, Neighborhood (CN) District, for a recommendation and report by said Planning and Zoning Commission; and

WHEREAS, the said Planning and Zoning Commission of the City of Edinburg, Texas, gave due notice as provided by said Unified Development Code of a public hearing to be held before said Planning and Zoning Commission, on October 24, 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 denied 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 19, 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, Neighborhood (CN) District and the boundaries of said Districts are hereby amended, supplemented and changed so as to delete the said area from the said Residential, Primary (RP) District and added to Commercial, Neighborhood (CN) District.

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

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

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

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

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

READ, CONSIDERED, PASSED AND APPROVED at a regular meeting of the City Council of the City of Edinburg, Texas at which a quorum was present and which was held in accordance with V.T.C.A., Government Code, Section 551.041, on the 19th 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 19, 2024

PUBLIC HEARINGS

Agenda Item No: 10.C.

Special Use Permit - Raul Correa on behalf of Edinburg Economic Development Corporation (EEDC)

1. **Agenda Item:**

Hold Public Hearing and Consider the Ordinance Providing for the Special Use Permit for On-Premise Consumption of Alcoholic Beverages, Edinburg Townsite Subdivision, Lots 7 Through 12, Block 214, Located at 201 North 7th Avenue, as Requested by Raul Correa on Behalf of Edinburg Economic Development Corporation (EEDC). [Jaime Acevedo, Director of Planning & Zoning]

2. **Description:**

The applicant is requesting a Special Use Permit for the On-Premise Consumption of Alcoholic Beverages.

The property is located on the west side of North 7th Avenue, approximately 396 feet north of West University Drive. The property has 142 ft. of frontage along North 7th Avenue and 300 ft. of depth for a lot area of 0.97 acres. The site is currently used for City parking and City food truck events. Zoning at this location is Downtown (DT) District. Adjacent zoning is Downtown (DT) District in all directions.

The applicant is proposing an outdoor type of food court with leased areas for food containers and a stage. Part of this operation, the applicant will operate a single source for the purchase of alcoholic beverages. The proposed hours of operation are Monday through Wednesday from 3:00 PM to 10:00 PM, Thursday through Saturday from 12:00 PM to 12:00 AM, and Sunday from 12:00 PM to 10:00 PM. The applicant's interest in the proposed development will generate 100% of its revenue from alcoholic beverage sales; Special Use permitting is required. Staff received a Special Use Permit Application: On-premise Consumption of Alcohol Beverages on September 24, 2024. If approved, the applicant will proceed to obtain the necessary permits from the Texas Alcoholic Beverage Commission.

Staff mailed a notice of the public hearing to 18 neighboring property owners on Friday, October 11, 2024, and had received no comments in favor or against this request at the time this report was prepared. Notice of this public hearing will be published in the newspaper on November 2, 2024.

The Planning & Zoning Commission unanimously voted 4-0 to approve the Special Use Permit.

3. **Staff's Recommendation:**

Staff recommends approval of the special use permit. If approved, the applicant will be required to comply with the additional following conditions:

1. The applicant complies with all requirements and hours as set forth by the Texas Alcoholic Beverage Commission.
2. Adequate security lighting must be provided for customer's safety and crime prevention

purposes.

3. The applicant complies with all city requirements, including but not limited to building, building occupancy, fire codes, health permit, landscaping, parking, and all other City requirements.

4. Operations in connection with the proposed special use permit must not be more objectionable to nearby properties by reason of noise or other characteristics than would the operations of any permitted use not requiring special use approval. The use must comply with the City's Noise Standards as per the Unified Development Code.

5. The Special Use Permit may be revoked at any time by the Planning & Zoning Commission and City Council.

6. The Special Use Permit is granted for one (1) year period. An application to renew the special use permit must be filed by October 11, 2025. The renewal request will be presented for consideration before the Planning & Zoning Commission. A status report will be presented to the Planning & Zoning Commission indicating compliance with all city codes and neighboring property or business owner's input and police reports from the operations of the proposed food park bar.

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 – 10/24/2024
CITY COUNCIL – 11/19/2024
DATE PREPARED – 10/17/2024

STAFF REPORT
GENERAL INFORMATION

APPLICATION: Special Use Permit for On-Premise Consumption of Alcoholic Beverages

APPLICANT: Raul Correa

AGENT: Edinburg Economic Development Corporation (EEDC)

LEGAL: Edinburg Townsite Subdivision, Lots 7 through 12, Block 214,

LOCATION: 201 North 7th Avenue

LOT/TRACT SIZE: .97 acres

CURRENT USE: Existing parking lot

PROPOSED USE: An outdoor type of food court with leased areas for food containers and a stage

EXISTING ZONING: Downtown (DT) District

ADJACENT ZONING: North – Downtown (DT) District
South – Downtown (DT) District
East – Downtown (DT) District
West – Downtown (DT) District

LAND USE PLAN: Downtown

PUBLIC SERVICES: City of Edinburg Water and Sewer

RECOMMENDATION: Staff recommends approval of the special use permit subject to the conditions listed in the staff report. A comprehensive evaluation is on the following page.

**SPECIAL USE PERMIT – ON-PREMISE CONSUMPTION OF ALCOHOL
RAUL CORREA ON BEHALF OF EDINBURG ECONOMIC DEVELOPMENT
CENTER**

EVALUATION

The following is staff's evaluation of the request.

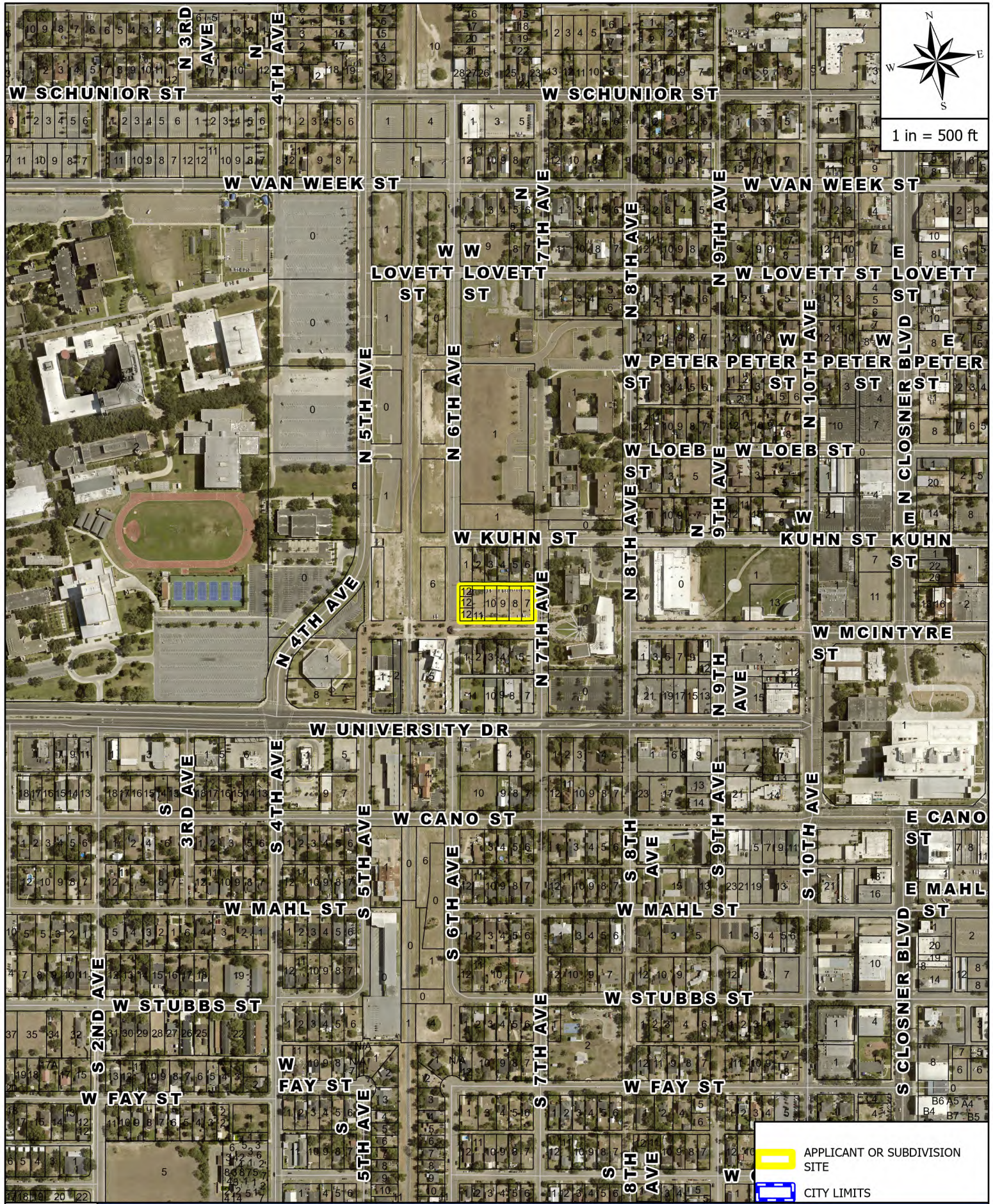
1. The area is characterized by high-density, mixed commercial uses, consistent with downtown area.
2. The applicant is requesting the City's approval to sell alcoholic beverages at the subject location.
3. The hours proposed by the applicant are Monday through Wednesday from 3:00 PM to 10:00 PM, Thursday through Saturday from 12:00 PM to 12:00 AM, and Sunday from 12:00 PM to 10:00 PM. These hours conform to TABC regulations.
4. The project, as proposed, is unlikely to present a conflict with surrounding uses as the Edinburg Economic Development Center has used the property for events previously.
5. Consumption of alcohol should be limited to the eating area designated by the applicant. Pedestrians taking open containers off of the subject property could result in violation of Edinburg Code of Ordinances, Title XI, Chapter 110, Section 110.10.

Staff recommends approval of the special use permit based on the location and intent for this activity. If approved, the applicant will be required to comply with the additional following conditions:

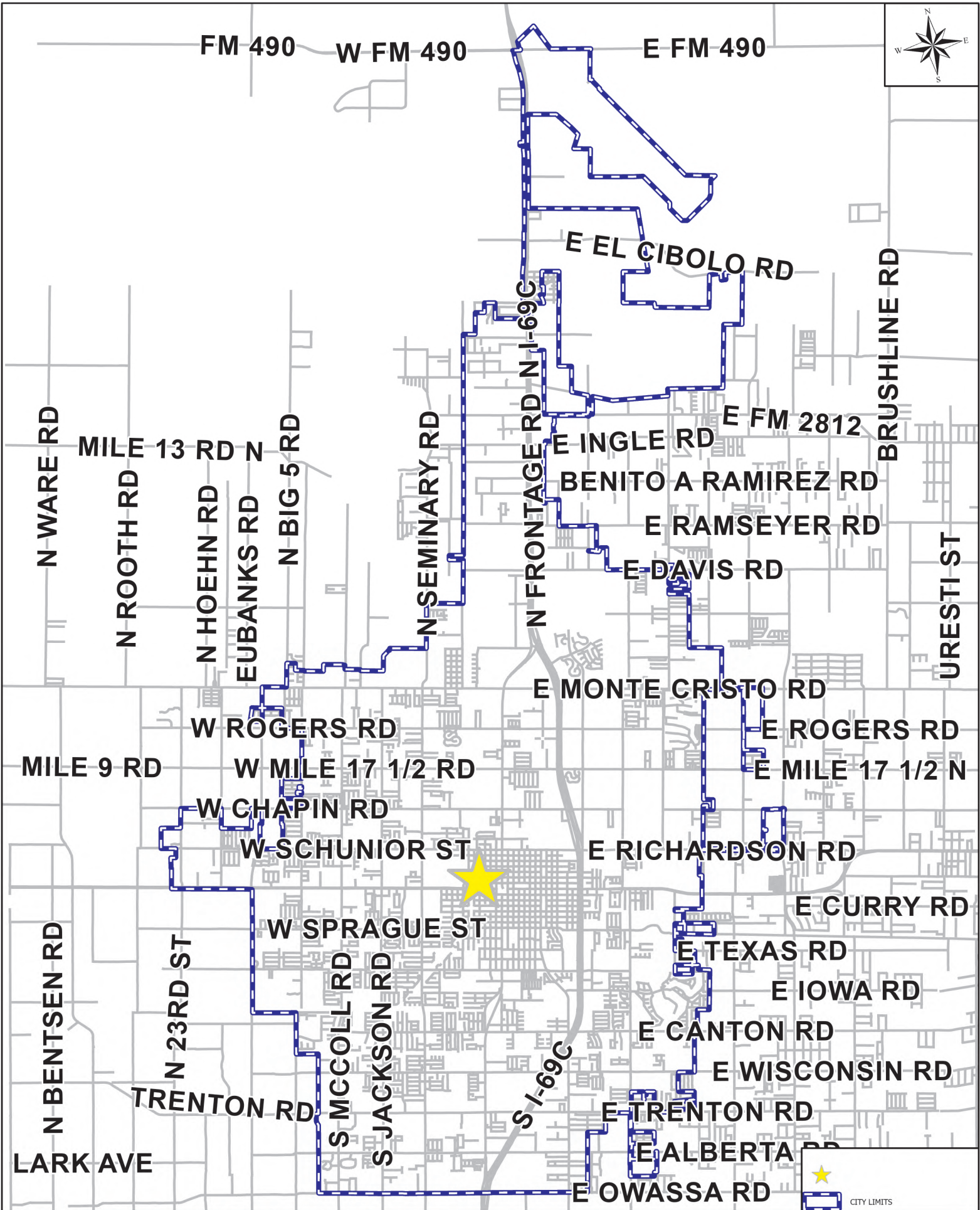
1. The applicant complies with the hours of operation for the On-Premise Consumption of alcoholic beverages as allowed by the City and the Texas Alcoholic Beverage Commission.
2. Adequate security lighting must be provided for customer's safety and crime prevention purposes.
3. The applicant complies with all city requirements, including but not limited to building, building occupancy, fire codes, health permit, landscaping, parking, and all other City requirements.
4. Operations in connection with the proposed special use permit must not be more objectionable to nearby properties by reason of noise or other characteristics than would the operations of any permitted use not requiring special use approval. The use must comply with the City's Noise Standards as per the Unified Development Code.
5. The Special Use Permit may be revoked at any time by the Planning and Zoning Commission and City Council.

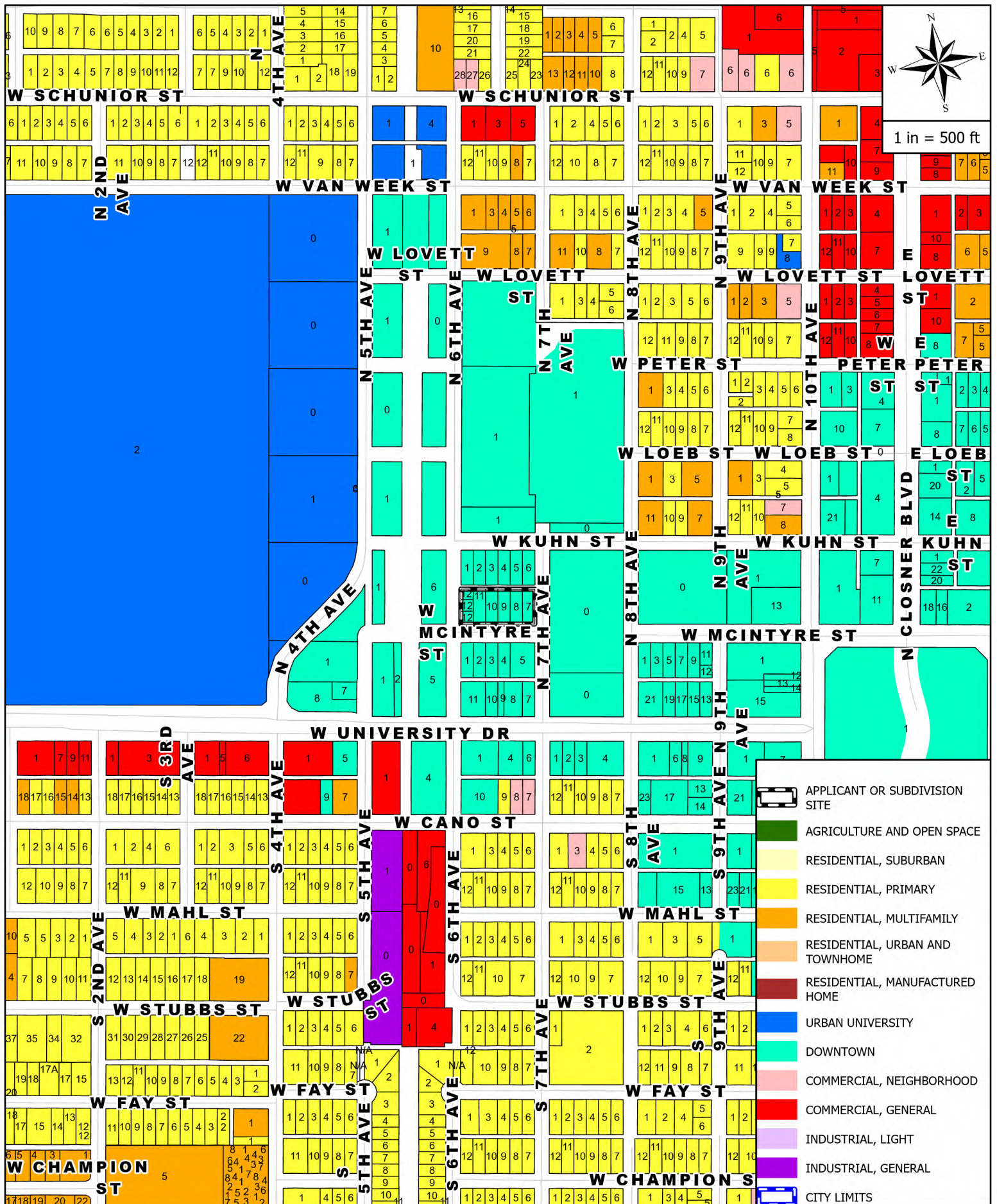
The City may impose appropriate conditions and safeguards including a specific period of time. Each permit is reviewed on a case by case basis and neighborhood input is a vital component in the final outcome of an application for the On-Premise Consumption of alcoholic beverages at this location. Additionally, land use characteristics of an area, traffic and other factors are considered in reviewing these requests.

Staff mailed a notice of the public hearing to 18 neighboring property owners on Friday, October 11, 2024, and had received no comments in favor or against this request at the time this report was prepared. Notice of this public hearing will be published in the newspaper on November 2, 2024.



AERIAL MAP
APPLICANT AND/OR SUBDIVISION:
 SPCL-2024-0034-201 N 7TH AVE

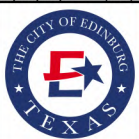
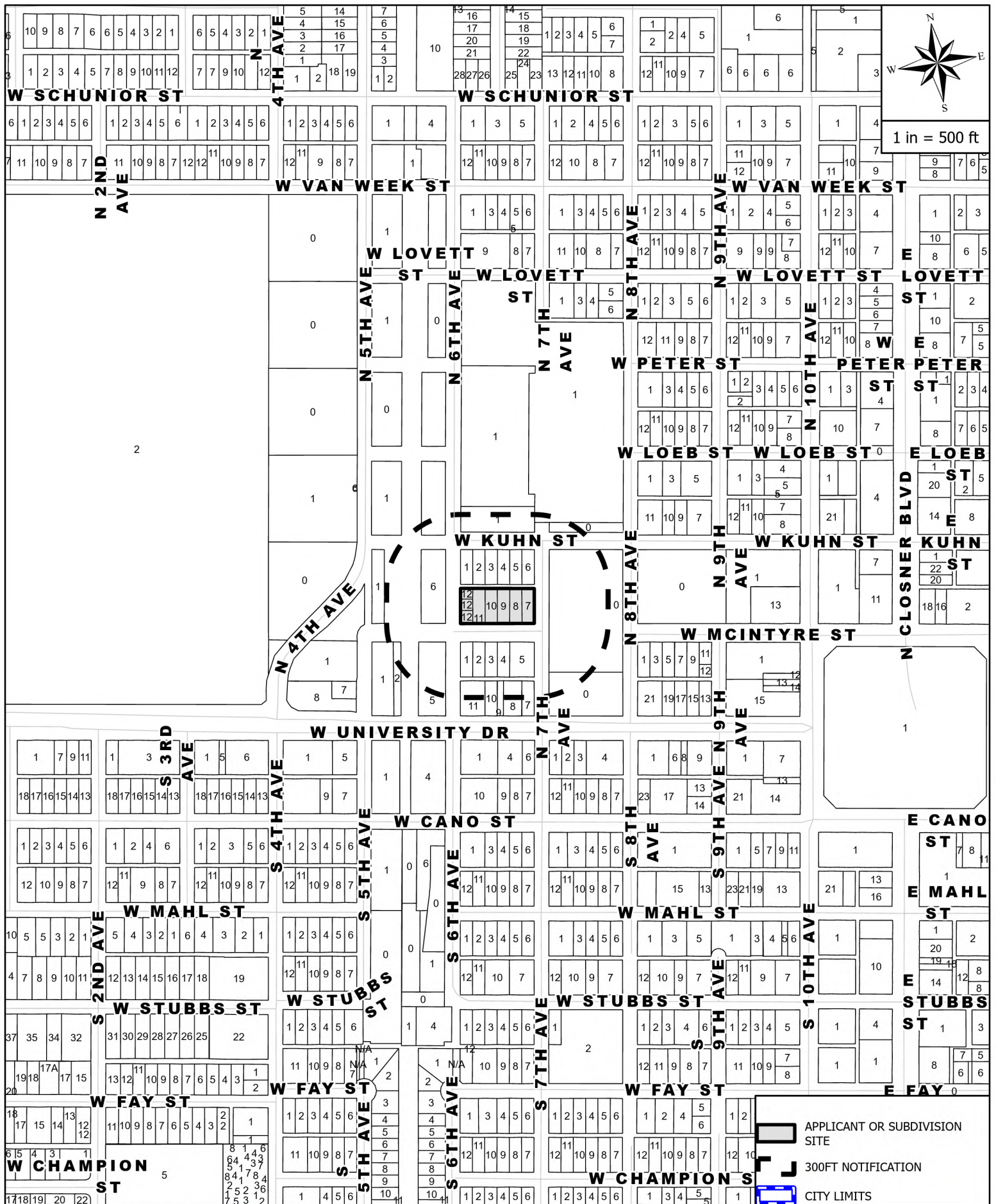




ZONING MAP

APPLICANT AND/OR SUBDIVISION:

SPCL-2024-0034-201 N 7TH AVE



MAILOUT AND SITE MAP

APPLICANT AND/OR SUBDIVISION:

SPCL-2024-0034-201 N 7TH AVE



Special Use Permit Site Photo

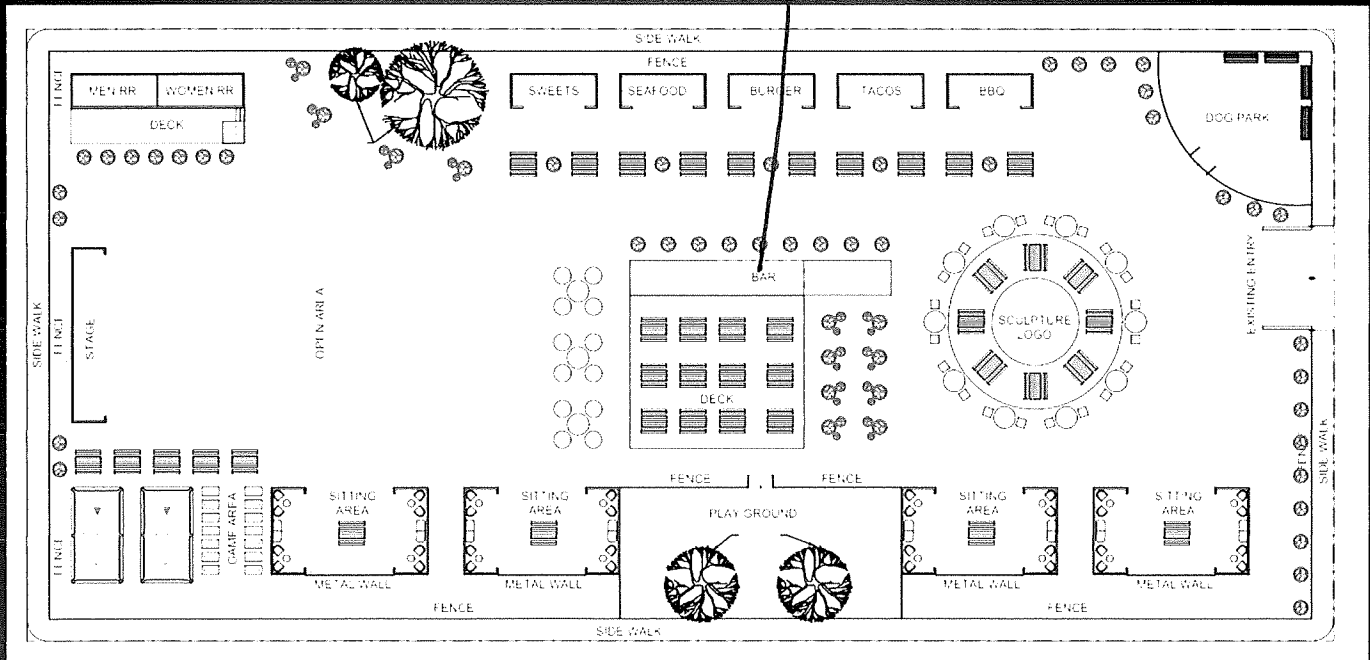
RAUL CORREA / EDINBURG ECONOMIC DEVELOPMENT CENTER

201 NORTH 7TH AVENUE



Tiny Cantina

SITE PLANS





Case #

SPCL-2024-0034

THE CITY OF
EdinburgPlanning & Zoning Department
415 W. University Drive
Edinburg, Texas 78539
(956) 388-8202**Special Use Permit Application
On-Premise Consumption of Alcoholic Beverages****1. APPLICANT INFORMATION**APPLICATION DATE: 9-23-24Applicant's Name Raul CorreaPhone No: 210-362-4942. 210 326 1233Mailing Address 10004 Wurzbach Rd #395 City San Antonio State TX Zip 78230Email Address CorreaRaul1911@gmail.com

IF APPLICANT IS DIFFERENT THAN OWNER, ATTACH LETTER OF AUTHORIZATION FROM OWNER.

Property Owner's Name City of Edinburg EDCPhone No: 956-381-2444Mailing Address CARLOS GARZA EDC

City _____ State _____ Zip _____

Email Address chgarrza@edinburgdc.com**2. PROPERTY INFORMATION**Property Address/Location: 201 N. 7th Street Edinburg, TX 78539

Legal Description: Lot(s) _____ Block _____ Subdivision _____

Zoning: _____

**THE FOLLOWING INFORMATION IS REQUIRED FROM THE OWNER OR PERSON MAKING A REQUEST FOR
ON-PREMISE CONSUMPTION OF ALCOHOLIC BEVERAGES ONLY**Proposed Days and Hours of Operation: MONDAY-WEDS. 3:00 PM to 10:PM THURSDAY-SATURD. 12:PM-12:AM
SUNDAY- 12:PM-10 PM**3. ATTEST**AS OWNER/AGENTS FOR THE ABOVE DESCRIBED PROPERTY, I/WE, HEREBY REQUEST A HEARING BEFORE THE EDINBURG
PLANNING AND ZONING COMMISSION.APPLICANT'S SIGNATURE [Signature]DATE 9-23-24PUBLIC HEARING DATE (PLANNING & ZONING COMMISSION) - 4:00 PM: 5:30 October 24 2024PUBLIC HEARING DATE (CITY COUNCIL) - 6:00 PM: NOV. 19th 2024

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

PID: 164829 APPRAISAL HAUS LLC

502 W KUHN ST

EDINBURG, TX 78541-3224

PID: 164637 BOARD OF REGENTS OF THE
UNIVERSITY OF TEXAS SYSTEM

ATTN: REAL ESTATE

210 W 7TH STREET

AUSTIN, TX 78701-2903

PID: 164825 CITY OF EDINBURG

PO BOX 1079

EDINBURG, TX 78540-1079

PID: 692209 EDINBURG CONS IND SCHOOL

PO BOX 990

EDINBURG, TX 78540-0990

PID: 164826 EDINBURG ECONOMIC DEV CORP

415 W UNIVERSITY DR

EDINBURG, TX 78539-4353

PID: 164836 EDINBURG ECONOMIC DEV CORP

415 W UNIVERSITY DR

EDINBURG, TX 78539-4353

PID: 164831 EDINBURG ECONOMIC DEVELOPMENT
CORP

415 W UNIVERSITY DR

EDINBURG, TX 78539-4353

PID: 164832 EDINBURG ECONOMIC DEVELOPMENT
CORPORATION

415 W UNIVERSITY DR

EDINBURG, TX 78539-4353

PID: 164828 EDINBURG ECONOMIC DEVELOPMENT
CORPORATION

415 W UNIVERSITY DR

EDINBURG, TX 78539-4353

PID: 164833 EDINBURG ECONOMIC DEVELOPMENT
CORPORATION

415 W UNIVERSITY DR

EDINBURG, TX 78539-4353

PID: 1187231 BOARD OF REGENTS OF THE
UNIVERSITY OF TEXAS SYSTEM

ATTN: REAL ESTATE

210 W 7TH STREET

AUSTIN, TX 78701-2903

PID: 164851 CERDA JOSE A

1919 POINT WEST DR

EDINBURG, TX 78539-5340

PID: 164855 CITY OF EDINBURG

PO BOX 1079

EDINBURG, TX 78540-1079

PID: 1309295 EDINBURG CONS IND SCHOOL DIST

411 N 8TH AVE

EDINBURG, TX 78541-3309

PID: 164839 EDINBURG ECONOMIC DEV CORP

415 W UNIVERSITY DR

EDINBURG, TX 78539-4353

PID: 164835 EDINBURG ECONOMIC DEV CORP

415 W UNIVERSITY DR

EDINBURG, TX 78539-4353

PID: 164830 EDINBURG ECONOMIC DEVELOPMENT
CORP

415 W UNIVERSITY DR

EDINBURG, TX 78539-4353

PID: 673693 EDINBURG ECONOMIC DEVELOPMENT
CORPORATION

415 W UNIVERSITY DR

EDINBURG, TX 78539-4353

PID: 164834 EDINBURG ECONOMIC DEVELOPMENT
CORPORATION

415 W UNIVERSITY DR

EDINBURG, TX 78539-4353

PID: 164846 EDINBURG ECONOMIC DEVELOPMENT
CORPORATION

415 W UNIVERSITY DR

EDINBURG, TX 78539-4353

ORDINANCE NO. _____

AN ORDINANCE GRANTING A SPECIAL USE PERMIT FOR THE ON-PREMISE CONSUMPTION OF ALCOHOLIC BEVERAGES, EDINBURG TOWNSITE SUBDIVISION, LOTS 7 THROUGH 12, BLOCK 214, LOCATED AT 201 NORTH 7TH AVENUE, EDINBURG, HIDALGO COUNTY, TEXAS, AS PROVIDED IN ARTICLE 2.204 OF THE CITY OF EDINBURG UNIFIED DEVELOPMENT CODE, PROVIDING FOR 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 RELATING TO THE SUBJECT MATTER HEREOF.

WHEREAS, Raul Correa on behalf of Edinburg Economic Development Corporation (EEDC), has applied for a Special Use Permit under Article 2.204 of the Unified Development Code of the City of Edinburg for On-Premise Consumption of alcoholic beverages to be located at Edinburg Townsite Subdivision, Lots 7 through 12, Block 214, located at 201 North 7th Avenue, and

WHEREAS, This type of activity is prohibited by said Unified Development Code unless a Special Use Permit is granted.

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

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

SECTION II. That a Special Use Permit under Article 2.204 of the Unified Development Code of the City of Edinburg, Texas, be granted to Raul Correa for On-Premise Consumption of Alcoholic Beverages for the Outdoor Food Court with the Tiny Cantina, located at Edinburg Townsite Subdivision, Lots 7 through 12, Block 214, 201 North 7th Avenue, with the following conditions:

1. The special use permit is granted for a one (1) year period. An application to renew the special use permit must be filed by **October 11, 2025**. The renewal request will be presented before the Planning and Zoning Commission for consideration. A status report will be presented to the Planning and Zoning Commission indicating compliance with all

city codes, providing neighboring property or business owner's input and police reports from the operations of the proposed food park bar.

2. The applicant complies with the hours of operation for the On-Premise Consumption of beer, wine and mixed beverages as allowed by the City and the Texas Alcoholic Beverage Commission.
3. Adequate security lighting must be provided for customer's safety and crime prevention purposes.
4. The applicant complies with all city requirements, including but not limited to building, building occupancy, fire codes, health permit, landscaping, parking, and all other City requirements.
5. Operations in connection with the proposed special use permit must not be more objectionable to nearby properties by reason of noise or other characteristics than would the operations of any permitted use not requiring special use approval. The use must comply with the City's Noise Standards as per the Unified Development Code.
6. The Special Use Permit may be revoked at any time by the Planning and Zoning Commission and City Council.

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

READ, CONSIDERED, PASSED AND APPROVED 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 19th 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 R. Solis, City Attorney



CITY OF EDINBURG - CITY COUNCIL

Meeting Date: November 19, 2024

PETITION

Agenda Item No: 11.A.

Voluntary Annexation- Melden & Hunt Inc., On Behalf of Frank G. Herrera and Elizabeth Y. Herrera

1. **Agenda Item:**

Consider the Petition Providing for the Voluntary Annexation of 19.354 Acres Out of and Forming a Part of Lots 3 and 4, Section 247, Texas-Mexican Railway Company's Survey, Recorded in Volume 2, Page 29, Hidalgo County Map Records, Hidalgo County, Texas, Located at 3601 North Cesar Chavez Road, as Requested by Melden & Hunt Inc., on Behalf of Frank G. Herrera and Elizabeth Y. Herrera. [Jaime Acevedo, Director of Planning & Zoning]

2. **Description:**

The property owner for the subject tract of land has filed a petition for Voluntary Annexation. The 19.354 acre tract is currently a vacant piece of property. The proposed development is located just south of the ditch on the southwest corner of East Monte Cristo Road and North Cesar Chavez Road. Water Services will be provided by North Alamo Water Supply Corporation CCN and is within the City of Edinburg Sanitary Sewer CCN. Once annexed into the City Limits, services from Code Enforcement, Planning and Zoning, Engineering, Fire, Police, Solid Waste and other City Departments will be provided.

The City has received a Preliminary Plat application for Emerald Grove on Monte Cristo Subdivision on September 4, 2024 at the subject property for a 165 single-family residential townhome development and received preliminary plat approval October 10, 2024.

Annexation of this property is being undertaken in accordance with the provisions of the Texas Local Government Code, Chapter 43 and the City Charter. Should the petition be approved, final approval of the annexation will be scheduled for consideration by City Council on December 3, 2024.

As per the City Charter, the City Council, at a regular session held not sooner than twenty (20) days after the presentation of said petition, may the ordinance annex such territory. Based on the preceding provision, the City Council may act on the proposed petition and adopt an ordinance annexing the property at the December 3, 2024, regular meeting.

If the City Council would like to proceed with accepting the Petition for Voluntary Annexation, approval of the ordinance on December 3, 2024 will conclude the Voluntary Annexation process.

The proposed annexation will require the developer to construct a lift station to extend City of Edinburg wastewater services to this area. No other new physical facilities are proposed for this 19.39 +/- acre tract of land. Water will be provided by North Alamo Water Supply Corporation.

If the property is annexed, the City's ad valorem tax base will increase and result in future property tax revenue for the City.

Estimated tax revenue for City: 165 townhomes at \$220,000 per residence = \$228,690 annual in

tax revenue.

3. Staff's Recommendation:

Staff recommends for the City Council to accept the Petition for the Voluntary Annexation of 19.354 acres out of and forming a part of Lots 3 and 4, Section 247, Texas-Mexican Railway Company's Survey, recorded in Volume 2, Page 29, Hidalgo County Map Records, Hidalgo County, Texas. The proposed Voluntary Annexation Petition falls in line with the City's Comprehensive Plan and allows the City to plan for appropriate and responsible land use within Edinburg City Limits and its Extraterritorial Jurisdiction.

Reviewed by:

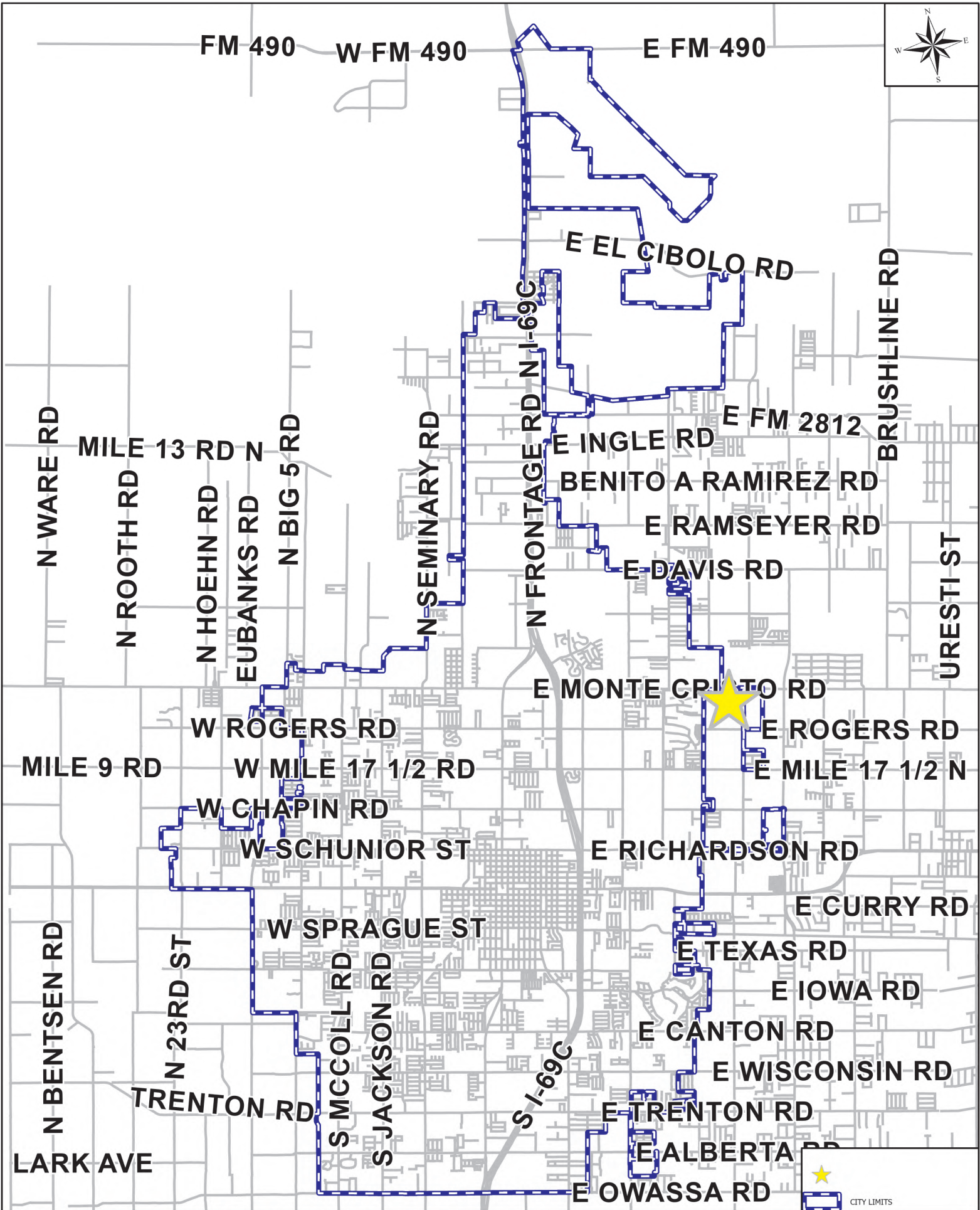
Gerardo Carmona, Director of Utilities
Jaime Ayala, Chief of Police
Omar Garza, Fire Chief
Vincent Romero, Director of Public Works
Mardoqueo Hinojosa, City Engineer
Ramiro Gomez, Director of Solid Waste Management
Jesus Saenz, Assistant City Manager

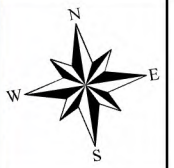
Prepared by:

Jaime Acevedo, Director of
Planning and Zoning

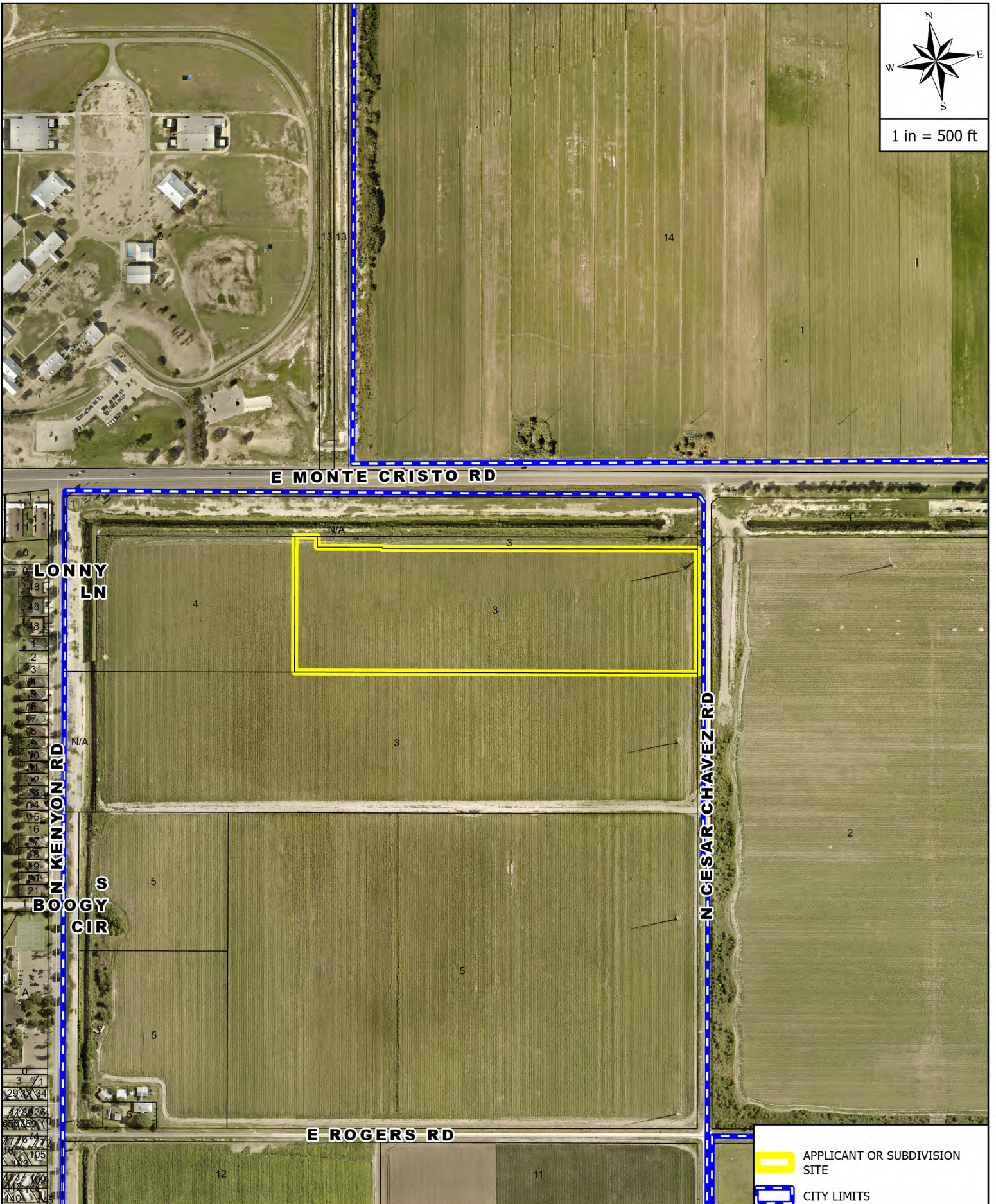
Attachments:

A. City Council Agenda Packet Attachments





1 in = 500 ft



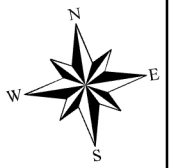
-  APPLICANT OR SUBDIVISION SITE
-  CITY LIMITS



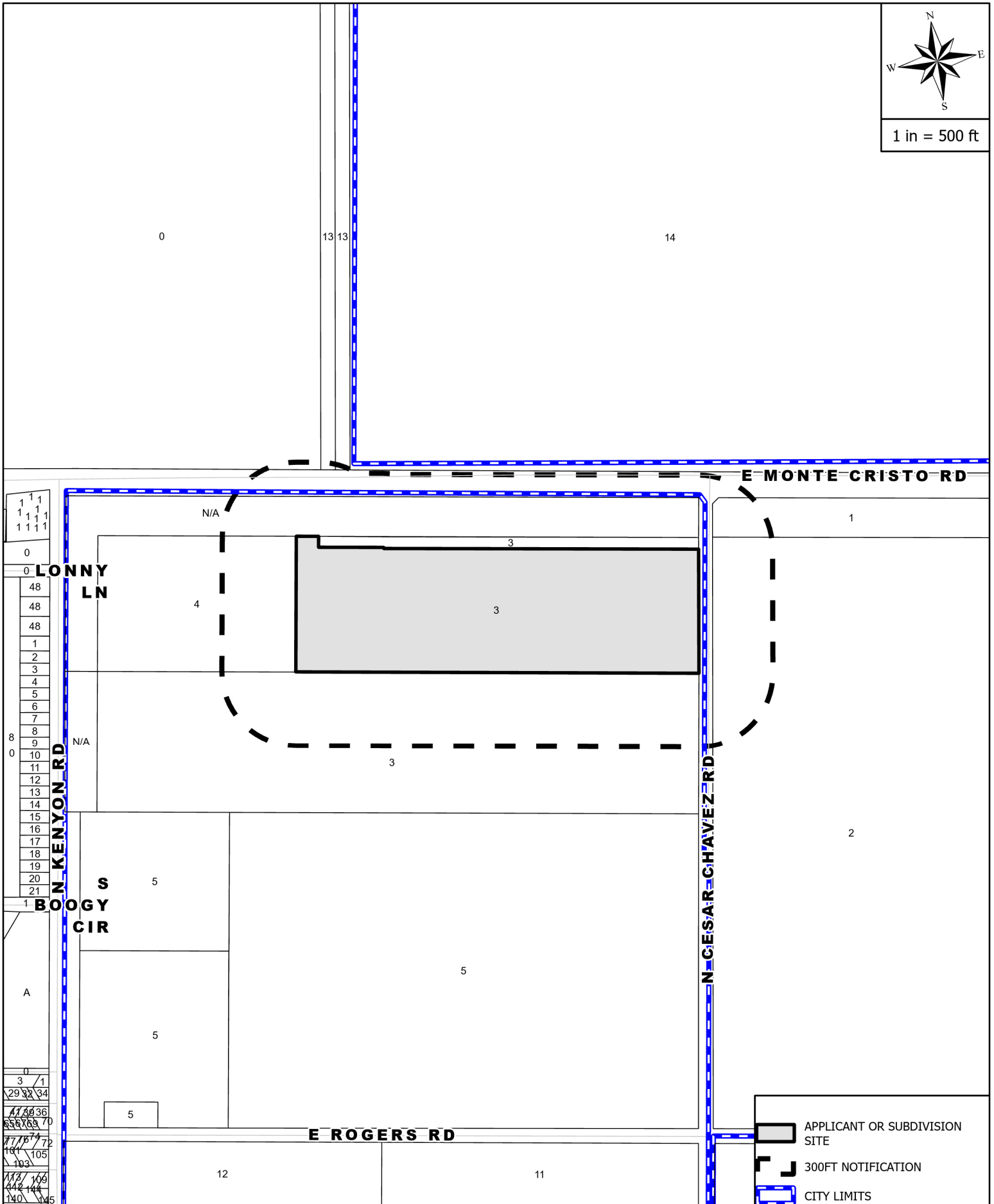
AERIAL MAP

APPLICANT AND/OR SUBDIVISION:

ANNEX-2024 EMERALD GROVE ON MONTE CRISTO



1 in = 500 ft



MAILOUT AND SITE MAP

APPLICANT AND/OR SUBDIVISION:

ANNEX-2024 EMERALD GROVE ON MONTE CRISTO

Planning & Zoning

415 West University Drive
Edinburg, Texas 78539
(956) 388-8303



THE CITY OF
Edinburg

Voluntary Annexation Petition

ENERGOV CASE #

To the Mayor and City Council:

The undersigned, owner of land or representative of the majority of the landowners hereby petitions the City Council of the City of Edinburg to annex the following area(s):

19.39 +/- Acres out of Lots 3 and 4 section 247, Texas-Mexican Railway Company Survey Volume 2,

Page 29, Map Records of Hidalgo County

Frank G. Herrera and Elizabeth Y Herrera trustees of The Herrera Living Trust

Owner's Name (Print) Frank G. Herrera

Owner (Signature)

Sept 19, 2024

Date

STATE OF TEXAS COUNTY OF HIDALGO

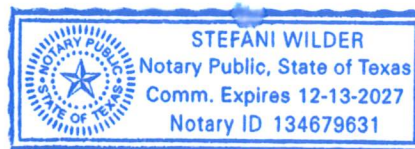
Before me, the undersigned authority, a Notary Public in and for ^{Bejar} Hidalgo County, Texas, on this day personally appeared Frank G. Herrera, whom stated upon his oath the following:

My name is Frank G. Herrera, and I am the owner of the land or representative of the majority of the landowners. There are no residents nor are there any qualified voters in the area to be annexed.

Further affiant sayeth not.

SWORN TO and subscribed before me on this the 19th day of September, 20 24.

Notary Public in and for the State of Texas



Planning & Zoning

415 West University Drive
Edinburg, Texas 78539
(956) 388-8303



THE CITY OF
Edinburg

Voluntary Annexation Petition

ENERGOV CASE #

To the Mayor and City Council:

The undersigned, owner of land or representative of the majority of the landowners hereby petitions the City Council of the City of Edinburg to annex the following area(s):

19.39 +/- Acres out of Lots 3 and 4 section 247, Texas-Mexican Railway Company Survey Volume 2,

Page 29, Map Records of Hidalgo County

Frank G Herrera and Elizabeth Y Herrera trustees of The Herrera Living Trust

Owner's Name (Print) Elizabeth Y Herrera

Elizabeth Y Herrera

Owner (Signature)

9/19/2024

Date

STATE OF TEXAS

COUNTY OF HIDALGO

Before me, the undersigned authority, a Notary Public in and for Bexar ~~Hidalgo~~ County, Texas, on this day personally appeared Elizabeth Y Herrera, whom stated upon his oath the following:

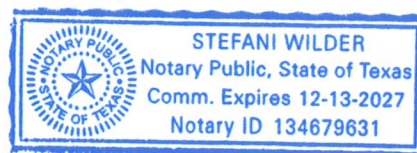
My name is Elizabeth Y Herrera, and I am the owner of the land or representative of the majority of the landowners. There are no residents nor are there any qualified voters in the area to be annexed.

Further affiant sayeth not.

SWORN TO and subscribed before me on this the 19th day of September, 20 24.

Stefani Wilder

Notary Public in and for the State of Texas



October 2, 2024

**METES AND BOUNDS DESCRIPTION
19.354 ACRES OUT OF
LOTS 3 AND 4, SECTION 247
TEXAS-MEXICAN RAILWAY COMPANY SURVEY
CITY OF EDINBURG
HIDALGO COUNTY, TEXAS**

A tract of land containing 19.354 acres situated in the City of Edinburg, Hidalgo County, Texas being a part or portion of LOTS 3 AND 4, SECTION 247, TEXAS-MEXICAN RAILWAY COMPANY SURVEY, according to the plat thereof recorded in Volume 2, Page 29, Hidalgo County Map Records, which said 19.354 acres being out of a certain tract conveyed to Frank G. Herrera and Elizabeth Y. Herrera by virtue of a Warranty Deed recorded under Document Number 3398682, Hidalgo County Official Records; said 19.354 acres also being more particularly described as follows:

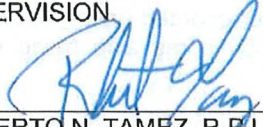
COMMENCING at the Southeast corner of said Lot 3 and being within the existing right-of-way of Morningside Road-Cesar Chavez Road;

THENCE, N 08° 53' 15" E along the East line of said Lot 3 and within the existing right-of-way of Morningside Road-Cesar Chavez Road, a distance of 572.00 feet to a No. 4 rebar found with Cap Stamped "RDE 6496" for the POINT OF BEGINNING and the Southeast corner of this tract;

1. THENCE, N 81° 06' 45" W (N 80° 55' W deed call) at a distance of 20.00 feet pass a No. 4 rebar found with Cap Stamped "RDE 6496" on the existing West right-of-way line of Morningside Road-Cesar Chavez Road, at a distance of 1,320.00 feet pass the West line of said Lot 3 and the East line of said Lot 4, continuing a total distance of 1,675.40 feet to a No. 4 rebar set for the Southwest corner of this tract; to which a No. 4 rebar found with Cap Stamped "RDE 6496" bears S 06° 06' 15" E a distance of 0.37 feet;
2. THENCE, N 08° 53' 15" E a distance of 550.87 feet to a No. 4 rebar set on the existing South Canal right-of-way line of Hidalgo County Irrigation District No. 1 by virtue of Affidavit recorded under Document Number 2880111, Hidalgo County Official Records for the Northwest corner of this tract; to which a No. 4 rebar found with Cap Stamped "RDE 6496" bears N 09° 05' 50" E a distance of 15.50 feet;
3. THENCE, S 81° 06' 45" E along the existing said South Canal right-of-way line of Hidalgo County Irrigation District No. 1, a distance of 80.40 feet to a No. 4 rebar set for an outside corner of this tract; to which a No. 4 rebar found with Cap Stamped "RDE 6496" bears N 08° 50' 47" E a distance of 15.51 feet;
4. THENCE, S 08° 53' 15" W along the West line of a certain tract conveyed to Hidalgo County Drainage District No. 1 by virtue of Warranty Deed recorded under Document Number 1957740, Hidalgo County Official Records, a distance of 50.06 feet to a No. 4 rebar found with Cap Stamped "RDE 6496" at the Southwest corner of said certain tract conveyed to Hidalgo County Drainage District No. 1, for the inside corner of this tract;
5. THENCE, S 81° 06' 45" E along the South line of said certain tract conveyed to Hidalgo County Drainage District No. 1, at a distance of 275.00 feet pass the East line of said Lot 4 and the West line of said Lot 3, at a distance of 1,575.00 feet pass a No. 4 rebar found with Cap Stamped "RDE 6496" on the existing West right-of-way line of Morningside Road-Cesar Chavez Road, continuing a total distance of 1,595.00 feet to a No. 4 rebar found with Cap Stamped "RDE 6496" [Northing: 16645333.673, Easting: 1112500.952] on the East line of said Lot 3, for the Northeast corner of this tract;

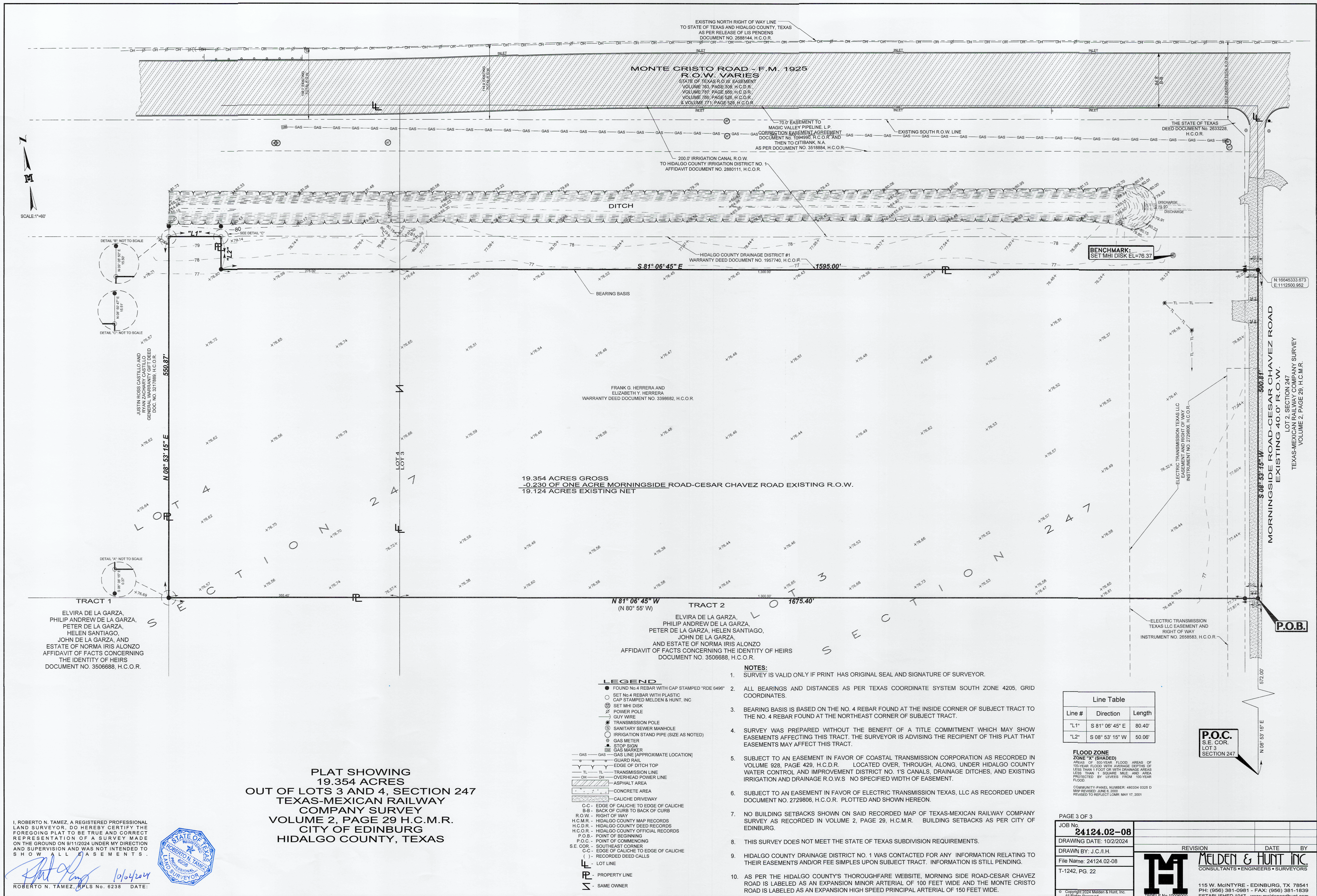
6. THENCE, S 08° 53' 15" W along the East line of said Lot 3 and within the existing right-of-way of Morningside Road-Cesar Chavez Road, a distance of 500.81 feet to the POINT OF BEGINNING and containing 19.354 acres of which 0.230 of one acre lies within the existing right-of-way of Morningside Road-Cesar Chavez Road, leaving an existing net of 19.124 acres of land, more or less.

I, ROBERTO N. TAMEZ, A REGISTERED PROFESSIONAL LAND SURVEYOR DO HEREBY AFFIRM THAT THIS METES AND BOUNDS DESCRIPTION REPRESENTS A SURVEY MADE ON THE GROUND ON 9/11/2024 UNDER MY DIRECTION AND SUPERVISION


ROBERTO N. TAMEZ, R.P.L.S. #6238

10/24/2024
DATE:





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 9/11/2024 UNDER MY DIRECTION AND SUPERVISION AND WAS NOT INTENDED TO SHOW ALL EASEMENTS.

ROBERTO N. TAMEZ, RPLS No. 6238 DATE: 10/04/2024



PLAT SHOWING
19.354 ACRES
OUT OF LOTS 3 AND 4, SECTION 247
TEXAS-MEXICAN RAILWAY
COMPANY SURVEY
VOLUME 2, PAGE 29 H.C.M.R.
CITY OF EDINBURG
HIDALGO COUNTY, TEXAS

- LEGEND**
- FOUND NO. 4 REBAR WITH CAP STAMPED "RDE 6496"
 - SET NO. 4 REBAR WITH PLASTIC CAP STAMPED "MELDEN & HUNT, INC."
 - ⊙ SET MHI DISK
 - ⊕ POWER POLE
 - GUY WIRE
 - TRANSMISSION POLE
 - ⊙ SANITARY SEWER MANHOLE
 - ⊙ IRRIGATION STAND PIPE (SIZE AS NOTED)
 - ⊙ GAS METER
 - STOP SIGN
 - ⊙ GAS MARKER
 - GAS — GAS LINE (APPROXIMATE LOCATION)
 - GUARD RAIL
 - Y — Y — EDGE OF DITCH TOP
 - TL — TL — TRANSMISSION LINE
 - OH — OH — OVERHEAD POWER LINE
 - ▨ ASPHALT AREA
 - ▨ CONCRETE AREA
 - ▨ CALICHE DRIVEWAY
 - C-C - EDGE OF CALICHE TO EDGE OF CALICHE
 - B-B - BACK OF CURB TO BACK OF CURB
 - R.O.W. - RIGHT OF WAY
 - H.C.M.R. - HIDALGO COUNTY MAP RECORDS
 - H.C.D.R. - HIDALGO COUNTY DEED RECORDS
 - H.C.O.R. - HIDALGO COUNTY OFFICIAL RECORDS
 - P.O.B. - POINT OF BEGINNING
 - P.O.C. - POINT OF COMMENCING
 - S.E. COR. - SOUTHEAST CORNER
 - C-C - EDGE OF CALICHE TO EDGE OF CALICHE
 - () - RECORDED DEED CALLS
 - LL - LOT LINE
 - PL - PROPERTY LINE
 - Σ - SAME OWNER

- NOTES:**
- SURVEY IS VALID ONLY IF PRINT HAS ORIGINAL SEAL AND SIGNATURE OF SURVEYOR.
 - ALL BEARINGS AND DISTANCES AS PER TEXAS COORDINATE SYSTEM SOUTH ZONE 4205, GRID COORDINATES.
 - BEARING BASIS IS BASED ON THE NO. 4 REBAR FOUND AT THE INSIDE CORNER OF SUBJECT TRACT TO THE NO. 4 REBAR FOUND AT THE NORTHEAST CORNER OF SUBJECT TRACT.
 - SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT WHICH MAY SHOW EASEMENTS AFFECTING THIS TRACT. THE SURVEYOR IS ADVISING THE RECIPIENT OF THIS PLAT THAT EASEMENTS MAY AFFECT THIS TRACT.
 - SUBJECT TO AN EASEMENT IN FAVOR OF COASTAL TRANSMISSION CORPORATION AS RECORDED IN VOLUME 928, PAGE 429, H.C.D.R. LOCATED OVER, THROUGH, ALONG, UNDER HIDALGO COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NO. 1'S CANALS, DRAINAGE DITCHES, AND EXISTING IRRIGATION AND DRAINAGE R.O.W.S. NO SPECIFIED WIDTH OF EASEMENT.
 - SUBJECT TO AN EASEMENT IN FAVOR OF ELECTRIC TRANSMISSION TEXAS, LLC AS RECORDED UNDER DOCUMENT NO. 2729806, H.C.O.R. PLOTTED AND SHOWN HEREON.
 - NO BUILDING SETBACKS SHOWN ON SAID RECORDED MAP OF TEXAS-MEXICAN RAILWAY COMPANY SURVEY AS RECORDED IN VOLUME 2, PAGE 29, H.C.M.R. BUILDING SETBACKS AS PER CITY OF EDINBURG.
 - THIS SURVEY DOES NOT MEET THE STATE OF TEXAS SUBDIVISION REQUIREMENTS.
 - HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 WAS CONTACTED FOR ANY INFORMATION RELATING TO THEIR EASEMENTS AND/OR FEE SIMPLES UPON SUBJECT TRACT. INFORMATION IS STILL PENDING.
 - AS PER THE HIDALGO COUNTY'S THOROUGHFARE WEBSITE, MORNING SIDE ROAD-CESAR CHAVEZ ROAD IS LABELED AS AN EXPANSION MINOR ARTERIAL OF 100 FEET WIDE AND THE MONTE CRISTO ROAD IS LABELED AS AN EXPANSION HIGH SPEED PRINCIPAL ARTERIAL OF 150 FEET WIDE.

Line Table		
Line #	Direction	Length
"L1"	S 81° 06' 45" E	80.40'
"L2"	S 08° 53' 15" W	50.06'

FLOOD ZONE
ZONE "X" (SHADED)
AREAS OF 100-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 AREA PROTECTED BY LEVEES FROM 100-YEAR FLOOD.
COMMUNITY PANEL NUMBER: 480334 0325 D
MAP REVISED: JUNE 6, 2000
REVISED TO REFLECT LOMR: MAY 17, 2001

PAGE 3 OF 3

JOB No.
24124.02-08
DRAWING DATE: 10/2/2024
DRAWN BY: J.C.I.H.
File Name: 24124.02-08
T-1242, PG. 22

REVISION	DATE	BY
MELDEN & HUNT INC. CONSULTANTS • ENGINEERS • SURVEYORS		
115 W. McINTYRE - EDINBURG, TX 78541 PH: (956) 381-0981 - FAX: (956) 381-1839 ESTABLISHED 1947 - www.meldenandhunt.com		

**SCHEDULE FOR VOLUNTARY ANNEXATION
CITY OF EDINBURG, TEXAS**

DATE	ACTION/EVENT	LEGAL AUTHORITY
October 4, 2024	Submitted petition for annexation	
November 19, 2024	Resolution to City Council on accepting petition of voluntary annexation	
November 19, 2024	Acceptance of voluntary annexation petition request from landowners and initiation of annexation and City Council sets a public hearing for December 3, 2024 (20 days)	TGC 43.0671
November 8, 2024 Publish notice of public hearing AND Send notice to school district and to each public entity.	Send notice to the Monitor for publication on <u>November 8, 2024</u>, for publication <u>November 13, 2024</u> Post notice of public hearing on city's website and maintain until hearings are complete School District notice. Notify each school district of possible impact w/in the period preserved for publishing the notice of public hearing. Public Entity notices. Notify each public entity that is located in or provides services to the area proposed for annexation. Public entity includes: County, fire protection, emergency medical services provider, special district (MUD) or other district, of possible impact w/in the period prescribed for publishing the notice of public hearing.	TLGC 43.905 and 43.9051; send notice to school district and to each public entity not less than 10 days nor more than 20 days before public hearing.
November 13, 2024	Legal notice for Public Hearing Published for the date of December 3, 2024 (20 days)	Not less than 10 days nor more than 20 days before the public hearing. TLGC 43.0673
December 3, 2024	Public Hearing – Regular City Council Meeting	Governing body must provide persons in interested in the annexation the opportunity to be heard. TLGC 43.0673
December 3, 2024	First and Final reading of the Ordinance (after public hearing)	TLGC 43.0673
Within 30 days of Final reading	City sends copy of map showing boundary changes to county voter registrar in a format that is compatible with mapping format used by registrar.	Elec. Code 42.0615
Within 60 days of Final Reading of Ordinance	City provides a certified copy of ordinance and maps to: 1. County Clerk 2. County Appraisal District 3. County Tax Assessor Collector 4. 911 Addressing 5. Sheriff's Office 6. City Department Heads 7. State Comptroller 8. Franchise Holders	



CITY OF EDINBURG - CITY COUNCIL

Meeting Date: November 19, 2024

ORDINANCES

Agenda Item No: 12.A.

Ordinance: Strength and Classifications

1. Agenda Item:

Consider Ordinance Amending the Authorized Strength and Classifications of the City of Edinburg Police Officers. [Belinda Torres, Director of Human Resources/Civil Service]

2. Description:

The City of Edinburg maintains a Police Service for the health, safety, and protection of its citizens. The City Council deems it necessary and appropriate to designate, from time to time, by ordinance, the authorized strength of the department in terms of the number of paid Police Officers in said department, pursuant to Local Government Code Chapter 143, Section 143.021.

The purpose of the Community Oriented Policing Services (COPS) Hiring Program (CHP) is to advance the practice of community policing through the hiring of additional career law enforcement officers. Funding under this award will be utilized by local law enforcement agencies to hire law enforcement officers necessary to increase the jurisdiction's community policing capacity to prevent and disrupt crime and violence.

It is recommended to increase the classification of Police Officer by four (4) additional positions to allow fulfillment as per Community Oriented Policing Services (COPS) Grant #15JCOPS-24-GG-03516-UHPX awarded to the City for a grant period of performance from October 1, 2024, through September 30, 2029.

Funds will be used to hire four (4) new full-time police officers. The Edinburg Police Department (PD) must employ four (4) full-time police officers, who are all new hires. One of which, must be a military veteran. The PD must retain all four (4) full-time new-hired police officers for a minimum of 12 months at the conclusion of the 36 months of federal funding for each position.

The authorized strength is being amended for FY 2024/2025 as follows:

Exhibit "A" of said ordinance will be updated to read as follows:

RANKS	POSITIONS
Police Officer	163
(Police Officer 1 (Non-Certified))	
(Police Officer 1 (Certified))	
(Police Officer 2)	
(Police Officer 3)	
Sergeant	21
Lieutenant	8
Assistant Chief	2
TOTAL AUTHORIZED STRENGTH:	194

The City has been awarded COPS grant funds in the amount of \$500,000.00 for a period of three (3) years and the Police Department will be responsible to pay any cost over the grant award for

salaries and fringe benefits. There is a match requirement, as outlined below:

DOJ Grant Award: \$500,000 (49.33%) PD General Fund: \$513,548 (50.67%) Total Project Cost: \$1,013,548

Funding is allocated as follows:

\$237,081 (salary and benefits) FY 2024/2025

\$382,878 (salary and benefits) FY 2025/2026

\$393,589 (salary and benefits) FY 2026/2027

Approving this ordinance will allow for the modification of the strength and classification of the City of Edinburg Police Department's Officers.

3. Staff's Recommendation:

Approve Ordinance Amending the Authorized Strength and Classifications of the City of Edinburg Police Officers.

Reviewed by:

Belinda Torres, Director of Human
Resources/Civil Service

Final Approval -
11/1/2024

Prepared by:

Lizette Gomez, Assistant
Director of Human
Resources

Attachments:

- A. Ordinance Amending Strength Ordinance for Police FY 2024-2025
- B. FY24 Community Oriented Policing Services Grant Kickoff Memo

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE AUTHORIZED STRENGTH AND CLASSIFICATIONS OF THE CITY OF EDINBURG POLICE OFFICERS; PROVIDING A REPEALER CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR ITS CODIFICATION IN THE CODE OF ORDINANCES OF THE CITY; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE; PROVIDING A WAIVER OF THE THREE (3) SEPARATE READINGS; AND ORDAINING OTHER PROVISIONS RELATED TO THE SUBJECT MATTER HEREOF.

WHEREAS, the City of Edinburg maintains a Police Service for the health, safety and protection of its citizens; and,

WHEREAS, the City Council deems it necessary and appropriate to designate, from time to time, the authorized strength of the department in terms of the number of paid police officers in said department; and,

WHEREAS, Council deems it appropriate and necessary to set out such authorized strength by Ordinance.

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

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

SECTION II. The number of authorized persons for the classifications of members of the police department is as set forth in the attached Exhibit "A". The number of persons as prescribed therein is the maximum strength for each classification, and it is further recognized and enacted that the Police Department may have a lesser number of employees in such classification depending on the ability of the Police Department to recruit and have qualified applicants. The number of authorized persons may be increased or decreased by the City Council from time to time at its sole discretion.

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

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

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

READ, CONSIDERED, PASSED AND APPROVED at a regular meeting of the City Council of the City of Edinburg, Texas, at which a quorum was present, which was held in accordance with VTCA, Government Code, Section 551.041 on the 19th day of November 2024.

CITY OF EDINBURG

BY: _____
Ramiro Garza Jr., Mayor

ATTEST:

BY: _____
Clarice Balderas, City Secretary

APPROVED AS TO FORM:

BY: _____
Josephine R. Solis, City Attorney

EXHIBIT "A" TO ORDINANCE NO. _____

POLICE DEPARTMENT CLASSIFICATION OF POSITIONS

<u>RANKS</u>	<u>POSITIONS</u>
Police Officer	163
(Police Officer 1 (Non-Certified)	
(Police Officer 1 (Certified)	
(Police Officer 2)	
(Police Officer 3)	
Sergeant	21
Lieutenant	8
Assistant Chief	2
TOTAL AUTHORIZED STRENGTH:	194



GRANT PROJECT KICKOFF

MEMORANDUM

DATE: October 9, 2024

TO: Jaime Ayala, Chief of Police
Iris Alvarado, Management Services Administrator
Rogelio Garcia, Special Services Manager

FROM: Brianna Bullion, Grant Analyst 

SUBJECT: Department of Justice (DOJ) Grant #15JCOPS-24-GG-03516-UHPX
FY 2024 Community Oriented Policing Services (COPS) Hiring Program (CHP)

The City of Edinburg has received the grant award from the Department of Justice (DOJ) for the FY 2024 Community Oriented Policing Services (COPS) Hiring Program (CHP) **#15JCOPS-24-GG-03516-UHPX**. Below is the grant award summary for your review and implementation.

Purpose

The purpose of the COPS program is to advance the practice of community policing through the hiring of additional career law enforcement officers. Funding under this award will be utilized by local law enforcement agencies to hire law enforcement officers necessary to increase the jurisdiction's community policing capacity to prevent and disrupt crime and violence.

Scope of Work

Funds will be used to hire four (4) new full-time police officers. The Edinburg Police Department (PD) must employ four (4) full-time police officers that are all new hires. One of which, must be a military veteran. The PD must retain all four (4) full-time new hire police officers for a minimum of 12 months at the conclusion of the 36 months of federal funding for each position.

Period of Performance

The grant Period of Performance is from **October 1, 2024 through September 30, 2029**. All grant activities must be completed within the period of performance. All grant funded costs and expenses must be incurred within the period of performance.

Grant Budget

The PD is responsible to pay any cost over the grant award for salaries and fringe benefits. There is a match requirement, as outlined below:

DOJ Grant Award:	\$500,00 (49.33%)
PD General Fund:	<u>\$513,548 (50.67%)</u>
Total Project Cost:	\$1,013,548

Each officer shall receive a salary of **\$41,423.30** in their first year, **\$70,017.70** in their second year, and **\$72,118.23** in their third year.

Fringe benefits per officer will total **\$17,846.85** for year one, **\$25,701.76** for year two, and **\$26,278.76** for year three. Allowable fringe benefits include *Disability Insurance, Dental Insurance, Unemployment Insurance, Workers Compensation, Retirement, Sick Leave, Vacation Leave, Life Insurance, Health Insurance, Medicare and Social Security.*

Total salary and fringe per office for all three years will be **\$253,387** for a project total of **\$1,013.548**.

Finance Account Numbers

Please reach out to the Finance Department for project account number.

Liquidation Date

The final liquidation date is **January 28, 2030**. Any grant funded costs and expenses, must be submitted for reimbursement no later than this date.

Reporting Requirements

Quarterly Federal Financial Reports (FFRs) are submitted through the JUSTgrants portal no later than **January 30th, April 30th, July 30th** and **October 30th**.

Semi-Annual Programmatic Progress Reports are submitted through the JUSTgrants portal no later than **August 31st** and **March 2nd**.

Monthly Reimbursement Reports along with all backup documentation, must be submitted to Grants Administration for compliance review, by the **20th of each month**.

Payment Requests are submitted through the ASAP.gov portal. Payments can be submitted on a monthly or quarterly basis.

Assignments and Responsibilities

Edinburg Police Department

1. Prepare the Monthly Reimbursement Report and submit to Grants Administration for compliance review in a timely manner.
2. Prepare the Semi-Annual Programmatic Progress Report and submit to Grants Administration for compliance review in a timely manner.
3. Prepare and submit the Grants Administration Grant Tracking Report monthly and quarterly for regular compliance review.
4. Coordinate officer hiring with the Human Resources Department during the period of performance.
5. Ensure compliance with Grant Award Conditions.
6. Maintain a project file containing all related documentation for the grant.

Human Resources Department

1. Coordinate officer hiring with the Police Department.
2. Ensure compliance with Grant Award Conditions and program requirements.

Grants Administration Compliance Team

1. Complete compliance review of all monthly payment request reports and back up documents submitted by the PD.
2. Submit a final approval memo to the Finance Department for the processing of the payment request.
3. Ensure that all required reporting is submitted on a timely basis.
4. Complete compliance review of the approved Semi-Annual Programmatic Progress Reports.
5. Submit the Semi-Annual Programmatic Progress Reports in the JUSTgrants portal.
6. Communicate with the PD, Human Resources and Finance Department staff regarding any questions or outstanding items.
7. Ensure compliance with Grant Award Conditions and program requirements.
8. Maintain a project file containing all related documentation for the grant.

Finance Department

1. Complete a final financial review of payment request documents submitted by the Grants Administration Department.
2. Create and submit payment requests in the ASAP.gov portal
3. Create and submit Quarterly FFRs in the JUSTgrants portal.
4. Financial tracking of all payment reimbursements received.
5. Ensure compliance with Grant Award Conditions and program requirements.

Grant Resources

1.	2023 Cops Hiring Program (CHP) Award Owner's Manual	
2.	DOJ Grants Financial Guide	
3.	2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards	
4.	Financial Manager Job Aid Reference Guide	

5.	Performance Reporting Job Aid Reference Guide	
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cc: **Nelda Ramirez, Assistant City Manager**
 Chad Dufner, Assistant Chief of Police
 Claudia Farias, Director of Grants Administration
 Belinda Torres, Director of Human Resources
 Janie Alvarez, Assistant Director of Finance
 Michelle Mendoza, Compliance Manager
 Claudia Tovas, Accountant I
 Grant File

Budget Category	Proposed Budget	Change	Approved Budget	Percentages
Sworn Officer Positions:	\$1,013,546	\$2	\$1,013,548	—
Civilian or Non-Sworn Personnel:	\$0	\$0	\$0	—
Travel:	\$0	\$0	\$0	—
Equipment:	\$0	\$0	\$0	—
Supplies:	\$0	\$0	\$0	—
SubAwards:	\$0	\$0	\$0	—
Procurement Contracts:	\$0	\$0	\$0	—
Other Costs:	\$0	\$0	\$0	—
Total Direct Costs:	\$1,013,546	\$2	\$1,013,548	—
Indirect Costs:	\$0	\$0	\$0	—
Total Project Costs:	\$1,013,546	\$2	\$1,013,548	—
Federal Funds:	\$500,000	\$0	\$500,000	49.33%
Match Amount:	\$513,548	\$0	\$513,548	50.67%
Program Income:	\$0	\$0	\$0	0.00%

	Budget Category		
▼	Sworn Officer		

Base Salary and Fringe Benefits for Sworn Officer

Sworn Officer

Position Title	Position Description
Sworn Officer	Officer
Number of Positions	4

▼ Salary per Officer

Salary	Year 1	Year 2	Year 3
	\$41,423.30	\$70,017.70	\$72,118.23

▼ Fringe Benefits per Officer

	Year 1	Year 2	Year 3
Social Security			
Fixed Rate	\$2,568.24	\$4,341.10	\$4,471.33
6.20%			
Medicare			
1.45%	\$600.64	\$1,015.26	\$1,045.71
1.45%			
Health Insurance			
Fixed Amount	\$6,271.44	\$6,271.44	\$6,271.44
	\$6,271.44	\$6,271.44	\$6,271.44
Life Insurance			
Fixed Amount	\$6.00	\$6.00	\$6.00
	\$6.00	\$6.00	\$6.00

Vacation				
Included in Salary?	Hours			
Yes	0	\$0.00	\$0.00	\$0.00
Sick Leave				
Included in Salary?	Hours			
Yes	0	\$0.00	\$0.00	\$0.00
Retirement				
Fixed Rate		\$6,263.20	\$10,586.68	\$10,904.28
		15.12%	15.12%	15.12%
Workers Compensation				
Fixed Rate		\$1,839.19	\$3,108.79	\$3,202.05
		4.44%	4.44%	4.44%
Unemployment Insurance				
Fixed Amount		\$117.00	\$117.00	\$117.00
		\$117.00	\$117.00	\$117.00
Other Benefit				
		\$73.44	\$73.44	\$73.44
Dental Insurance				
Fixed Amount				
		\$73.44	\$73.44	\$73.44
Other Benefit				
		\$107.70	\$182.05	\$187.51
Disability Insurance				
Fixed Rate		0.26%	0.26%	0.26%
Other Benefit				
		—	—	—
None				

Summary Totals

	Year 1	Year 2	Year 3
Benefits per Officer	\$17,846.85	\$25,701.76	\$26,278.76
Salary per Officer	\$41,423.30	\$70,017.70	\$72,118.23
Total per Officer	\$59,270.15	\$95,719.46	\$98,396.99
Total per Officer All Years			
\$253,387			
Total Salary and Benefits			
\$1,013,548			

▼ Civilian Personnel

Position									
Position Title	Position Description								
_____	_____								
Number of Positions	_____								
▼ Salary									
Salary	Year 1 % Time			Year 2 % Time			Year 3 % Time		
_____	_____			_____			_____		
Allocated Salary	_____			_____			_____		
▼ Fringe Benefits									
		Year 1		Year 2		Year 3			
Social Security									
_____		_____		_____		_____		_____	

Medicare					
—		—		—	—
		—			
Health Insurance					
—		—		—	—
Life Insurance					
—		—		—	—
Vacation					
Included in Salary?	Hours				
—	—	—		—	—
Sick Leave					
Included in Salary?	Hours				
—	—	—		—	—
Retirement					
—		—		—	—
Workers Compensation					
—		—		—	—
Unemployment Insurance					
—		—		—	—

Other Benefit

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Other Benefit

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Other Benefit

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Summary Totals

Year 1

Year 2

Year 3

Benefits

—

—

—

Salary

—

—

—

Total

—

—

—

—

Total Salary and Benefits

—

▼ Travel

Purpose of Travel	Location	Type of Expense	Basis	Cost	Quantity	# Of Staff	# Of Trips	Total Cost
-------------------	----------	-----------------	-------	------	----------	------------	------------	------------

No items

Travel Total Cost

\$0

Additional Narrative

▼ Equipment

Equipment Item	# of Items	Cost	Total Cost
----------------	------------	------	------------

No items

Equipment Total Cost

\$0

Additional Narrative

▼ Supplies

Purpose of Supply Items	# of Items	Unit Cost	Total Cost
-------------------------	------------	-----------	------------

No items

Supplies Total Cost
\$0

Additional Narrative

▼ SubAwards

Item	Description	Country	State/U.S. Territory	City	Total Cost
------	-------------	---------	----------------------	------	------------

No items

Subawards Total Cost
\$0

Additional Narrative

▼ Procurement Contracts

Item	Description	Consultant	Country	State/U.S. Territory	City	Total Cost
------	-------------	------------	---------	----------------------	------	------------

No items

Procurement Cost

\$0

Consultant Travel Required

No

Additional Narrative

▼ Other Costs

Description	Quantity	Basis	Costs	Length of Time	Total Costs
-------------	----------	-------	-------	----------------	-------------

No items

Other Costs Total Cost

\$0

Additional Narrative



Indirect Costs

Description	Base	Indirect Cost Rate	Total Cost
-------------	------	--------------------	------------

No items

Indirect Costs Total Cost
\$0

Additional Narrative



Department of Justice (DOJ)

Office of Community Oriented Policing Services (COPS Office)

Washington, D.C. 20531

Name and Address of Recipient:		EDINBURG CITY OF ADMINISTRATION 415 W UNIVERSITY DR	
City, State and Zip:		EDINBURG, TX 78539	
Recipient UEI:		KXYWWJZLA2Y9	
Project Title: FY24 COPS Hiring Program (CHP)		Award Number: 15JCOPS-24-GG-03516-UHPX	
Solicitation Title: FY24 COPS Hiring Program			
Federal Award Amount: \$500,000.00		Federal Award Date: 9/30/24	
Awarding Agency:		Office of Community Oriented Policing Services	
Funding Instrument Type:		Grant	
Opportunity Category: D			
Assistance Listing: 16.710 - Public Safety Partnership and Community Policing Grants			
Project Period Start Date: 10/1/24		Project Period End Date: 9/30/29	
Budget Period Start Date: 10/1/24		Budget Period End Date: 9/30/29	
Project Description: The COPS Hiring Program (CHP) provides funding to law enforcement agencies to hire and/or rehire additional career law enforcement officers in an effort to increase their community policing capacity and crime prevention efforts. Anticipated outcomes of CHP awards include engagement in planned community partnerships, implementation of projects to analyze and assess problems, implementation of changes to personnel and agency management in support of community policing, and increased capacity of agency to engage in community policing activities.			

Award Letter

September 30, 2024

Dear Jaime Ayala,

On behalf of Attorney General Merrick B. Garland, it is my pleasure to inform you the Office of Community Oriented Policing Services (the COPS Office) has approved the application submitted by EDINBURG CITY OF ADMINISTRATION for an award under the funding opportunity entitled 2024 FY24 COPS Hiring Program. The approved award amount is \$500,000.

Review the Award Instrument below carefully and familiarize yourself with all conditions and requirements before accepting your award. The Award Instrument includes the Award Offer (Award Information, Project Information, Financial Information, and Award Conditions) and Award Acceptance. For COPS Office and OVW funding the Award Offer also includes any Other Award Documents.

Please note that award requirements include not only the conditions and limitations set forth in the Award Offer, but also compliance with assurances and certifications that relate to conduct during the period of performance for the award. These requirements encompass financial, administrative, and programmatic matters, as well as other important matters (e.g., specific restrictions on use of funds). Therefore, all key staff should receive the award conditions, the assurances and certifications, and the application as approved by the COPS Office, so that they understand the award requirements. Information on all pertinent award requirements also must be provided to any subrecipient of the award.

Should you accept the award and then fail to comply with an award requirement, DOJ will pursue appropriate remedies for non-compliance, which may include termination of the award and/or a requirement to repay award funds.

Prior to accepting the award, your Entity Administrator must assign a Financial Manager, Grant Award Administrator, and Authorized Representative(s) in the Justice Grants System (JustGrants). The Entity Administrator will need to ensure the assigned Authorized Representative(s) is current and has the legal authority to accept awards and bind the entity to the award terms and conditions. To accept the award, the Authorized Representative(s) must accept all parts of the Award Offer in the Justice Grants System (JustGrants), including by executing the required declaration and certification, within 45 days from the award date.

To access your funds, you will need to enroll in the Automated Standard Application for Payments (ASAP) system, if you haven't already completed the enrollment process in ASAP. The Entity Administrator should have already received an email from ASAP to initiate this process.

Congratulations, and we look forward to working with you.

Hugh T. Clements
COPS Director

Office for Civil Rights Notice for All Recipients

The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) enforces federal civil rights laws and other provisions that prohibit discrimination by recipients of federal financial assistance from OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW).

Several civil rights laws, including Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973, require recipients of federal financial assistance (recipients) to give assurances that they will comply with those laws. Taken together, these and other civil rights laws prohibit recipients from discriminating in the provision of services and employment because of race, color, national origin, religion, disability, and sex or from discriminating in the provision of services on the bases of age.

Some recipients of DOJ financial assistance have additional obligations to comply with other applicable nondiscrimination provisions like the Omnibus Crime Control and Safe Streets Act of 1968, which prohibits discrimination on the basis of religion in addition to race, color, national origin, and sex. Recipients may also have related requirements regarding the development and implementation of equal employment opportunity programs.

OCR provides technical assistance, training, and other resources to help recipients comply with civil rights obligations. Further, OCR administratively enforces civil rights laws and nondiscrimination provisions by investigating DOJ recipients that are the subject of discrimination complaints. In addition, OCR conducts compliance reviews of DOJ recipients based on regulatory criteria. These investigations and compliance reviews permit OCR to evaluate whether DOJ recipients are providing services to the public and engaging in employment practices in a nondiscriminatory manner.

For more information about OCR, your civil rights and nondiscrimination responsibilities, how to notify your employees or beneficiaries of their civil rights protections and responsibilities and how to file a complaint, as well as technical assistance, training, and other resources, please visit www.ojp.gov/program/civil-rights-office/outreach. If you would like OCR to assist you in fulfilling your civil rights or nondiscrimination responsibilities, please contact us at askOCR@ojp.usdoj.gov or www.ojp.gov/program/civil-rights-office/about#ocr-contacts.

Award Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Recipient Information

Recipient Name

EDINBURG CITY OF ADMINISTRATION

UEI

KXYWWJZLA2Y9

ORI Number

TX10804

Street 1

415 W UNIVERSITY DR

Street 2

City

EDINBURG

State/U.S. Territory

Texas

Zip/Postal Code

78539

Country

United States

County/Parish

Province

Award Details

Federal Award Date

9/30/24

Award Type

Initial

Award Number

15JCOPS-24-GG-03516-UHPX

Supplement Number

00

Federal Award Amount

\$500,000.00

Funding Instrument Type

Grant

**Assistance Listing
Number**

Assistance Listings Program Title

16.710

Public Safety Partnership and Community Policing Grants

Statutory Authority

The Public Safety Partnership and Community Policing Act of 1994, 34 U.S.C. § 10381 et seq

[X] *I have read and understand the information presented in this section of the Federal Award Instrument.*

Project Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Solicitation Title

2024 FY24 COPS Hiring Program

Awarding Agency

COPS

Application Number

GRANT14158260

Grant Manager

FRANCISCO BERNAL

Phone Number

202-812-5473

E-mail Address

Francisco.A.Bernal@usdoj.gov

Project Title

FY24 COPS Hiring Program (CHP)

Performance Period Start Date

10/01/2024

Performance Period End Date

09/30/2029

Budget Period Start Date

10/01/2024

Budget Period End Date

09/30/2029

Project Description

The COPS Hiring Program (CHP) provides funding to law enforcement agencies to hire and/or rehire additional career law enforcement officers in an effort to increase their community policing capacity and crime prevention efforts. Anticipated outcomes of CHP awards include engagement in planned community partnerships, implementation of projects to analyze and assess problems, implementation of changes to personnel and agency management in support of community policing, and increased capacity of agency to engage in community policing activities.

[X] *I have read and understand the information presented in this section of the Federal Award Instrument.*

Financial Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

A financial analysis of budgeted costs has been completed. All costs listed in the approved budget below were programmatically approved based on the final proposed detailed budget and budget narratives submitted by your

agency to the COPS Office. Any adjustments or edits to the proposed budget are explained below.

Budget Clearance Date: 9/16/24 8:16 AM

Comments				
No items				
Budget Category	Proposed Change Budget		Approved Budget	Percentages
Sworn Officer Positions:	\$1,013,548	\$0	\$1,013,548	—
Civilian or Non-Sworn Personnel:	\$0	\$0	\$0	—
Travel:	\$0	\$0	\$0	—
Equipment:	\$0	\$0	\$0	—
Supplies:	\$0	\$0	\$0	—
SubAwards:	\$0	\$0	\$0	—
Procurement Contracts:	\$0	\$0	\$0	—
Other Costs:	\$0	\$0	\$0	—
Total Direct Costs:	\$1,013,548	\$0	\$1,013,548	—
Indirect Costs:	\$0	\$0	\$0	—
Total Project Costs:	\$1,013,548	\$0	\$1,013,548	—
Federal Funds:	\$500,000	\$0	\$500,000	49.33%
Match Amount:	\$513,548	\$0	\$513,548	50.67%
Program Income:	\$0	\$0	\$0	0.00%
Budget Category				
Sworn Officer				
Civilian Personnel				
Travel				
Equipment				

Supplies

SubAwards

Procurement Contracts

Other Costs

Indirect Costs

[X] *I have read and understand the information presented in this section of the Federal Award Instrument.*

Other Award Documents

[X] *I have read and understand the information presented in this section of the Federal Award Instrument.*

Award Conditions

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Condition 1

Restrictions on Internal Confidentiality Agreements: No recipient or subrecipient under this award, or entity that receives a contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts the lawful reporting of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information. Further Consolidated Appropriations Act, 2024, Public Law 118-47, Division B, Title VII, Section 742.

Condition 2

Federal Civil Rights: The recipient and any subrecipient must comply with applicable federal civil rights and nondiscrimination statutes and regulations including: Section 601 of the Civil Rights Act of 1964 (42 U.S.C. § 2000d), as implemented in Subparts C and D of 28 C.F.R. Part 42; section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), as implemented in Subpart G of 28 C.F.R. Part 42; section 901 of the Education Amendments of 1972 (20 U.S.C. § 1681), as implemented in Subpart D of 28 C.F.R. Parts 42 and 54; section 303 of the Age Discrimination Act of 1975 (42 U.S.C. § 6102), as implemented in Subpart I of 28 C.F.R. Part 42; and section 809(c) of Title I of the Omnibus Crime Control and Safe Streets Act of 1968 (34 U.S.C. § 10228(c)), as implemented in Subpart D of 28 C.F.R. Part 42. In addition to applicable federal statutes and regulations that pertain to civil rights and nondiscrimination, the recipient and any subrecipient must comply with the requirements in 28 C.F.R. Parts 22 (Confidentiality of Identifiable Research and Statistical Information); 28 C.F.R. Part 23 (Criminal Intelligence Systems Operating Policies); 28 C.F.R. Part 38 (Partnerships with Faith-Based and Other Neighborhood Organizations); and 28 C.F.R. Part 46 (Protection of Human Subjects). For an overview of the civil rights laws and nondiscrimination requirements in connection with your award, please see <https://www.ojp.gov/program/civil-rights/overview>.

Condition 3

Award Monitoring Activities: Federal law requires that recipients receiving federal funding from the COPS Office must be monitored to ensure compliance with their award conditions and other applicable statutes and regulations. The COPS Office is also interested in tracking the progress of our programs and the advancement of community policing. Both aspects of award implementation—compliance and programmatic benefits—are part of the monitoring process coordinated by the U.S. Department of Justice. Award monitoring activities conducted by the COPS Office include site

visits, enhanced office-based grant reviews, alleged noncompliance reviews, financial and programmatic reporting, and audit resolution. As a COPS Office award recipient, you agree to cooperate with and respond to any requests for information pertaining to your award. This includes all financial records, such as general accounting ledgers and all supporting documents. All information pertinent to the implementation of the award is subject to agency review throughout the life of the award, during the close-out process and for three-years after the submission of the final expenditure report. 2 C.F.R. §§ 200.334 and 200.337, and, as applicable, 34 U.S.C. § 10385(a).

Condition 4

Authorized Representative Responsibility: The recipient understands that, in accepting this award, the Authorized Representatives declare and certify, among other things, that they possess the requisite legal authority to accept the award on behalf of the recipient entity and, in so doing, accept (or adopt) all material requirements throughout the period of performance under this award. The recipient further understands, and agrees, that it will not assign anyone to the role of Authorized Representative during the period of performance under the award without first ensuring that the individual has the requisite legal authority.

Condition 5

Contract Provision: All contracts made by the award recipients under the federal award must contain the provisions required under 2 C.F.R. Part 200, Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards. Please see appendices in the Award Owner's Manual for a full text of the contract provisions.

Condition 6

Award Owner's Manual: The recipient agrees to comply with the terms and conditions in the applicable award year COPS Office Program Award Owner's Manual; DOJ Grants Financial Guide; COPS Office statute (34 U.S.C. § 10381, et seq.) as applicable; Students, Teachers, and Officers Preventing (STOP) School Violence Act of 2018 (34 U.S.C. § 10551, et seq.) as applicable; the requirements of 2 C.F.R. Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards), including subsequent changes, as adopted by the U.S. Department of Justice in 2 C.F.R. § 2800.101; 48 C.F.R. Part 31 (FAR Part 31) as applicable (Contract Cost Principles and Procedures); the Cooperative Agreement as applicable; representations made in the application; and all other applicable program requirements, laws, orders, regulations, or circulars.

Failure to comply with one or more award requirements may result in remedial action including, but not limited to, withholding award funds, disallowing costs, suspending, or terminating the award, or other legal action as appropriate.

Should any provision of an award condition be deemed invalid or unenforceable by its terms, that provision will be applied to give it the maximum effect permitted by law. Should the provision be deemed invalid or unenforceable in its entirety, such provision will be severed from this award.

Condition 7

Duplicative Funding: The recipient understands and agrees to notify the COPS Office if it receives, from any other source, funding for the same item or service also funded under this award.

Condition 8

Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and COPS Office authority to terminate award): The recipient and subrecipient agree to comply with the following requirements of 2 C.F.R. Part 175, Appendix A to Part 175 – Award Term:

I. Trafficking in Persons

(a) Provisions applicable to a recipient that is a private entity. (1) Under this award, the recipient, its employees, subrecipients under this award, and subrecipient's employees must not engage in:

(i) Severe forms of trafficking in persons;

(ii) The procurement of a commercial sex act during the period of time that this award or any subaward is in effect;

(iii) The use of forced labor in the performance of this award or any subaward; or

(iv) Acts that directly support or advance trafficking in persons, including the following acts:

(A) Destroying, concealing, removing, confiscating, or otherwise denying an employee access to that employee's identity or immigration documents;

(B) Failing to provide return transportation or pay for return transportation costs to an employee from a country outside the United States to the country from which the employee was recruited upon the end of employment if requested by

the employee, unless:

- (1) Exempted from the requirement to provide or pay for such return transportation by the Federal department or agency providing or entering into the grant or cooperative agreement; or
- (2) The employee is a victim of human trafficking seeking victim services or legal redress in the country of employment or a witness in a human trafficking enforcement action;
- (C) Soliciting a person for the purpose of employment, or offering employment, by means of materially false or fraudulent pretenses, representations, or promises regarding that employment;
- (D) Charging recruited employees a placement or recruitment fee; or
- (E) Providing or arranging housing that fails to meet the host country's housing and safety standards.

(2) The Federal agency may unilaterally terminate this award or take any remedial actions authorized by 22 U.S.C. 7104b(c), without penalty, if any private entity under this award:

(i) Is determined to have violated a prohibition in paragraph (a)(1) of this appendix; or

(ii) Has an employee that is determined to have violated a prohibition in paragraph

(a)(1) of this this appendix through conduct that is either:

(A) Associated with the performance under this award; or

(B) Imputed to the recipient or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB

Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by DOJ at 2 C.F.R. Part 2867.

(b) Provision applicable to a recipient other than a private entity. (1) The Federal agency may unilaterally terminate this award or take any remedial actions authorized by 22 U.S.C. 7104b(c), without penalty, if a subrecipient that is a private entity under this award:

(i) Is determined to have violated a prohibition in paragraph (a)(1) of this appendix; or

(ii) Has an employee that is determined to have violated a prohibition in paragraph (a)(1) of this appendix through conduct that is either:

(A) Associated with the performance under this award; or

(B) Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension

(Nonprocurement)," as implemented by 2 C.F.R. Part 2867.

(c) Provisions applicable to any recipient.

(1) The recipient must inform the Federal agency and the Inspector General of the Federal agency immediately of any information you receive from any source alleging a violation of a prohibition in paragraph (a)(1) of this appendix.

(2) The Federal agency's right to unilaterally terminate this award as described in paragraphs (a)(2) or (b)(1) of this appendix:

(i) Implements the requirements of 22 U.S.C. 78, and

(ii) Is in addition to all other remedies for noncompliance that are available to the Federal agency under this award.

(3) The recipient must include the requirements of paragraph (a)(1) of this award term in any subaward it makes to a private entity.

(4) If applicable, the recipient must also comply with the compliance plan and certification requirements in 2 CFR 175.105(b).

(d) Definitions. For purposes of this award term:

Employee means either:

(1) An individual employed by the recipient or a subrecipient who is engaged in the performance of the project or program under this award; or

(2) Another person engaged in the performance of the project or program under this award and not compensated by the recipient including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing requirements.

Private Entity means any entity, including for-profit organizations, nonprofit organizations, institutions of higher education, and hospitals. The term does not include foreign public entities, Indian Tribes, local governments, or states as defined in 2 CFR 200.1.

The terms "severe forms of trafficking in persons," "commercial sex act," "sex trafficking," "Abuse or threatened abuse of law or legal process," "coercion," "debt bondage," and "involuntary servitude" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

Condition 9

Termination: Recipient understands and agrees that the COPS Office may terminate funding, in whole or in part, for

the following reasons:

- (1) When the recipient fails to comply with the terms and conditions of a Federal award.
- (2) When the recipient agrees to the termination and termination conditions.
- (3) When the recipient provides the COPS Office written notification requesting termination including the reasons, effective date, and the portion of the award to be terminated. The COPS Office may terminate the entire award if the remaining portion will not accomplish the purposes of the award.
- (4) Pursuant to any other award terms and conditions, including, when an award no longer effectuates the program goals or agency priorities to the extent such termination is authorized by law.

2. C.F.R. § 200.340.

Condition 10

Recipient Integrity and Performance Matters: For awards over \$500,000, the recipient agrees to comply with the following requirements of 2 C.F.R. Part 200, Appendix XII to Part 200 – Award Term and Condition for Recipient Integrity and Performance Matters:

I. Reporting of Matters Related to Recipient Integrity and Performance

(a) General Reporting Requirement.

(1) If the total value of your active grants, cooperative agreements, and procurement contracts from all Federal agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then you as the recipient must ensure the information available in the responsibility/qualification records through the System for Award Management (SAM.gov), about civil, criminal, or administrative proceedings described in paragraph (b) of this award term is current and complete. This is a statutory requirement under section 872 of Public Law 110–417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111–212, all information posted in responsibility/qualification records in SAM.gov on or after April 15, 2011 (except past performance reviews required for Federal procurement contracts) will be publicly available.

(b) Proceedings About Which You Must Report.

(1) You must submit the required information about each proceeding that—

(i) Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;

(ii) Reached its final disposition during the most recent five-year period; and

(iii) Is one of the following—

(A) A criminal proceeding that resulted in a conviction;

(B) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;

(C) An administrative proceeding that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damages in excess of \$100,000; or

(D) Any other criminal, civil, or administrative proceeding if—

(1) It could have led to an outcome described in paragraph (b)(1)(iii)(A) through (C);

(2) It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and

(3) The requirement in this award term to disclose information about the proceeding does not conflict with applicable laws and regulations.

(c) **Reporting Procedures.** Enter the required information in SAM.gov for each proceeding described in paragraph (b) of this award term. You do not need to submit the information a second time under grants and cooperative agreements that you received if you already provided the information in SAM.gov because you were required to do so under Federal procurement contracts that you were awarded.

(d) **Reporting Frequency.** During any period of time when you are subject to the requirement in paragraph (a) of this award term, you must report proceedings information in SAM.gov for the most recent five-year period, either to report new information about a proceeding that you have not reported previously or affirm that there is no new information to report. If you have Federal contract, grant, and cooperative agreement awards with a cumulative total value greater than \$10,000,000, you must disclose semiannually any information about the criminal, civil, and administrative proceedings.

(e) Definitions. For purposes of this award term—

Administrative proceeding means a nonjudicial process that is adjudicatory in nature to make a determination of fault or liability (for example, Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with the performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.

Conviction means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere. Total value of currently active grants, cooperative agreements, and procurement contracts includes the value of the Federal share

already received plus any anticipated Federal share under those awards (such as continuation funding).

Condition 11

Reporting Subawards and Executive Compensation: The recipient agrees to comply with the following requirements of 2 C.F.R. Part 170, Appendix A to Part 170 – Award Term:

I. Reporting Subawards and Executive Compensation

(a) Reporting of first-tier subawards—(1) Applicability. Unless the recipient is exempt as provided in paragraph (d) of this award term, the recipient must report each subaward that equals or exceeds \$30,000 in Federal funds for a subaward to an entity or Federal agency. The recipient must also report a subaward if a modification increases the Federal funding to an amount that equals or exceeds \$30,000. All reported subawards should reflect the total amount of the subaward.

(2) Reporting Requirements. (i) The entity or Federal agency must report each subaward described in paragraph (a)(1) of this award term to the Federal Funding Accountability and Transparency Act Subaward Reporting System (FSRS) at <http://www.fsr.gov>.

(ii) For subaward information, report no later than the end of the month following the month in which the subaward was issued. (For example, if the subaward was made on November 7, 2025, the subaward must be reported by no later than December 31, 2025).

(b) Reporting total compensation of recipient executives for entities—(1) Applicability. The recipient must report the total compensation for each of the recipient's five most highly compensated executives for the preceding completed fiscal year if:

(i) The total Federal funding authorized to date under this Federal award equals or exceeds \$30,000;

(ii) in the preceding fiscal year, the recipient received:

(A) 80 percent or more of the recipient's annual gross revenues from Federal procurement contracts (and subcontracts) and Federal awards (and subawards) subject to the Transparency Act; and

(B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal awards (and subawards) subject to the Transparency Act; and,

(iii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986 after receiving this subaward. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

(2) Reporting Requirements. The recipient must report executive total compensation described in paragraph (b)(1) of this appendix:

(i) As part of the recipient's registration profile at <https://www.sam.gov>.

(ii) No later than the month following the month in which this Federal award is made, and annually after that. (For example, if this Federal award was made on November 7, 2025, the executive total compensation must be reported by no later than December 31, 2025.)

(c) Reporting of total compensation of subrecipient executives—(1) Applicability. Unless a first-tier subrecipient is exempt as provided in paragraph (d) of this appendix, the recipient must report the executive total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if:

(i) The total Federal funding authorized to date under the subaward equals or exceeds \$30,000;

(ii) In the subrecipient's preceding fiscal year, the subrecipient received:

(A) 80 percent or more of its annual gross revenues from Federal procurement contracts

(and subcontracts) and Federal awards (and subawards) subject to the Transparency Act; and,

(B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal awards (and subawards) subject to the Transparency Act; and

(iii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986 after receiving this subaward. (To determine if the public has access to the compensation information, see

the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

(2) Reporting Requirements. Subrecipients must report to the recipient their executive total compensation described in paragraph

(c)(1) of this appendix. The recipient is required to submit this information to the

Federal Funding Accountability and Transparency Act Subaward Reporting System (FSRS) at <http://www.fsrs.gov> no later than the end of the month following the month in which the subaward was made. (For example, if the subaward was made on November 7, 2025, the subaward must be reported by no later than December 31, 2025).

(d) Exemptions. (1) A recipient with gross income under \$300,000 in the previous tax year is exempt from the requirements to report:

(i) Subawards, and

(ii) The total compensation of the five most highly compensated executives of any subrecipient.

(e) Definitions. For purposes of this award term:

Entity includes:

(1) Whether for profit or nonprofit:

(i) A corporation;

(ii) An association;

(iii) A partnership;

(iv) A limited liability company;

(v) A limited liability partnership;

(vi) A sole proprietorship;

(vii) Any other legal business entity;

(viii) Another grantee or contractor that is not excluded by subparagraph (2); and

(ix) Any State or locality;

(2) Does not include:

(i) An individual recipient of Federal financial assistance; or

(ii) A Federal employee.

Executive means an officer, managing partner, or any other employee holding a management position.

Subaward has the meaning given in 2 CFR200.1.

Subrecipient has the meaning given in 2CFR 200.1.

Total Compensation means the cash and noncash dollar value an executive earns during an entity's preceding fiscal year. This includes all items of compensation as prescribed in 17 CFR 229.402(c)(2).

Condition 12

Assurances and Certifications: The recipient acknowledges its agreement to comply with the Assurances and Certifications forms that were signed as part of its application.

Condition 13

Conflict of Interest: Recipients and subrecipients must disclose in writing to the COPS Office or pass-through entity, as applicable, any potential conflict of interest affecting the awarded federal funding in 2 C.F.R. § 200.112.

Condition 14

Debarment and Suspension: The recipient agrees not to award federal funds under this program to any party which is debarred or suspended from participation in federal assistance programs. 2 C.F.R. Part 180 (Government-wide Nonprocurement Debarment and Suspension) and 2 C.F.R. Part 2867 (DOJ Nonprocurement Debarment and Suspension).

Condition 15

Equal Employment Opportunity Plan (EEOP): All recipients of funding from the COPS Office must comply with the federal regulations pertaining to the development and implementation of an Equal Employment Opportunity Plan. 28 C.F.R. Part 42 subpart E.

Condition 16

Employment Eligibility: The recipient agrees to complete and keep on file, as appropriate, the Department of Homeland Security, U.S. Citizenship and Immigration Services (USCIS) Employment Eligibility Verification Form (I-9). This form is to be used by recipients of federal funds to verify that persons are eligible to work in the United States. Immigration Reform and Control Act of 1986 (IRCA), Public Law 99-603.

Condition 17

Enhancement of Contractor Protection from Reprisal for Disclosure of Certain Information: Recipients and subrecipients agree not to discharge, demote, or otherwise discriminate against an employee as reprisal for the

employee disclosing information that he or she reasonably believes is evidence of gross mismanagement of a federal contract or award, a gross waste of federal funds, an abuse of authority relating to a federal contract or award, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or award. Recipients and subrecipients also agree to provide to their employees in writing (in the predominant native language of the workforce) of the rights and remedies provided in 41 U.S.C. § 4712. Please see appendices in the Award Owner's Manual for a full text of the statute.

Condition 18

False Statements: False statements or claims made in connection with COPS Office awards may result in fines, imprisonment, debarment from participating in federal awards or contracts, and/or any other remedy available by law. 31 U.S.C. § 3729-3733.

Condition 19

Mandatory Disclosure: Recipients and subrecipients must timely disclose in writing to the Federal awarding agency or pass-through entity, as applicable, all federal criminal law violations involving fraud, bribery, or gratuity that may potentially affect the awarded federal funding. Recipients that receive an award over \$500,000 must also report certain civil, criminal, or administrative proceedings in SAM and are required to comply with the Term and Condition for Recipient Integrity and Performance Matters as set out in 2 C.F.R. Part 200, Appendix XII to Part 200. Failure to make required disclosures can result in any of the remedies, including suspension and debarment, described in 2 C.F.R. § 200.339. 2 C.F.R. § 200.113.

Condition 20

Reports/Performance Goals: To assist the COPS Office in monitoring and tracking the performance of your award, your agency will be responsible for submitting semi-annual programmatic performance reports that describe project activities during the reporting period and quarterly Federal Financial Reports using Standard Form 425 (SF-425). 2 C.F.R. §§ 200.328 - 200.329. The performance report is used to track your agency's progress in implementing the award, and, as applicable, community policing strategies including gauging the effectiveness of your agency's community policing capacity. The Federal Financial Report is used to track the expenditures of the recipient's award funds on a cumulative basis throughout the life of the award.

Condition 21

System for Award Management (SAM.gov) and Universal Identifier Requirements: The recipient agrees to comply with the following requirements of 2 C.F.R. Part 25, Appendix A to Part 25 – Award Term:

I. System for Award Management (SAM.gov) and Universal Identifier Requirements

(a) Requirement for System for Award Management. (1) Unless exempt from this requirement under 2 CFR 25.110, the recipient must maintain a current and active registration in SAM.gov. The recipient's registration must always be current and active until the recipient submits all final reports required under this Federal award or receives the final payment, whichever is later. The recipient must review and update its information in SAM.gov at least annually from the date of its initial registration or any subsequent updates to ensure it is current, accurate, and complete. If applicable, this includes identifying the recipient's immediate and highest-level owner and subsidiaries and providing information about the recipient's predecessors that have received a Federal award or contract within the last three years.

(b) Requirement for Unique Entity Identifier (UEI). (1) If the recipient is authorized to make subawards under this Federal award, the recipient:

(i) Must notify potential subrecipients that no entity may receive a subaward until the entity has provided its UEI to the recipient.

(ii) Must not make a subaward to an entity unless the entity has provided its UEI to the recipient. Subrecipients are not required to complete full registration in SAM.gov to obtain a UEI.

(c) Definitions. For the purposes of this award term:

System for Award Management (SAM.gov) means the Federal repository into which a recipient must provide the information required for the conduct of business as a recipient. Additional information about registration procedures may be found in SAM.gov (currently at <https://www.sam.gov>).

Unique entity identifier means the universal identifier assigned by SAM.gov to uniquely identify an entity.

Entity is defined at 2 CFR 25.400 and includes all of the following types as defined in 2 CFR 200.1:

- (1) Non-Federal entity;
- (2) Foreign organization;

- (3) Foreign public entity;
 - (4) Domestic for-profit organization; and
 - (5) Federal agency.
- Subaward has the meaning given in 2 CFR 200.1.
- Subrecipient has the meaning given in 2 CFR 200.1.

Condition 22

Additional High-Risk Recipient Requirements: The recipient agrees to comply with any additional requirements that may be imposed during the award performance period if the awarding agency determines that the recipient is a high-risk recipient. 2 C.F.R. § 200.208.

Condition 23

Memorandum of Understanding Requirement (for School Resource Officers only)

Recipients using award funding to hire and/or deploy School Resource Officers into schools understand and agree to the following:

- Your agency must submit a signed Memorandum of Understanding (MOU) between the law enforcement agency and the school partner(s) to the COPS Office before obligating or drawing down funds under this award. The MOU must be submitted to the COPS Office within 90 days of the date shown on the award letter.
- Your agency's MOU must contain the following information?

- o The purpose of the MOU

- o Clearly defined roles and responsibilities of the school district and the law enforcement agency, focusing officers' roles on safety

- o Information sharing

- o Supervision responsibility and chain of command for the SRO

- o Signatures

Note: Please refer to the MOU Fact Sheet for a detailed explanation of the requirements under each of the bullets

Your agency's implementation of the CHP award without submission and acceptance of the required MOU may result in expenditures not being reimbursed by the COPS Office and/or award de-obligation.

Condition 24

School Resource Officer (SRO) Training Requirement: COPS Office-funded SRO(s) are required to complete an SRO 40-hour basic training course from a list of COPS Office approved provider(s). Training must be completed no later than nine months after the date shown on the award congratulatory letter or six months from the SRO hire date; whichever comes first. If a COPS Office-funded SRO leaves the recipient agency after completing the training, the recipient agrees to pay for the new SRO, who is assigned to backfill this position, to attend a 40 hour basic training course. The new SRO must complete the training no later than nine months after being placed in the school. If the officer has completed 40-hour basic training within the last 12 months prior to the award date, the condition has been fulfilled. Any longer than 12 months will require the officers to retake the course. The agency must coordinate with the training provider if they want funds to cover registration and travel costs.

Condition 25

Retention: At the time of award application, your agency committed to retaining all sworn officer positions awarded under the CHP award with state and/or local funds for a minimum of 12 months following the conclusion of 36 months of federal funding for each position, over and above the number of locally-funded sworn officer positions that would have existed in the absence of the award. Your agency cannot satisfy the retention requirement by using CHP-funded positions to fill locally-funded vacancies resulting from attrition. 34 U.S.C. § 10382 (c)(8).

Condition 26

Background Investigations: Recipients agree to ensure that each officer(s) hired with CHP funding will be subject to a background investigation, notify the COPS Office upon completion of the background investigation for each officer hired under the CHP award, and cooperate with the COPS Office and provide updates on the status of background investigations upon request. 2 C.F.R. § 200.208

If the COPS Office determines that CHP funds are being used to pay the salary and fringe benefits of an officer who has not undergone a background investigation, the COPS Office may temporarily suspend grant funds in accordance with 2 C.F.R. §200.339 until the agency can demonstrate the background investigation has been completed.

Condition 27

Supplementing, not Supplanting: State, local, and tribal government recipients must use award funds to supplement, and not supplant, state, local, or Bureau of Indian Affairs (BIA) funds that are already committed or otherwise would have been committed for award purposes (hiring, training, purchases, and/or activities) during the award period. In other words, state, local, and tribal government recipients may not use COPS Office funds to supplant (replace) state, local, or BIA funds that would have been dedicated to the COPS Office-funded item(s) in the absence of the COPS Office award. 34 U.S.C. § 10384(a).

Condition 28

Modifications: Occasionally, a change in an agency's fiscal or law enforcement situation necessitates a change in its COPS Office CHP award. Award modifications under CHP are evaluated on a case-by-case basis in accordance with 2 C.F.R. § 200.308(i). For federal awards in excess of \$250,000, any modification request involving the reallocation of funding between budget categories that exceed or are expected to exceed 10 percent (10%) of the total approved budget requires prior written approval by the COPS Office. Regardless of the federal award amount or budget modification percentage, any reallocation of funding is limited to approved budget categories. In addition, any budget modification that changes the scope of the project requires prior written approval by the COPS Office. In addition, please be aware that the COPS Office will not approve any modification request that results in an increase of federal funds.

In addition, modification requests should be submitted to the COPS Office when an agency determines that it will need to shift officer positions awarded in one hiring category into a different hiring category and/or reduce the total number of positions awarded. For example, if an agency was awarded CHP funding for two new, additional sworn officer positions, but due to fiscal distress/constraints the agency needs to change the hiring category from the new hire category to the rehire category for officers laid off or scheduled for layoff on a specific future date post-application, the agency would have to request a modification. The COPS Office will only consider a modification request after an agency makes final, approved budget and/or personnel decisions. An agency may implement the modified award following written approval from the COPS Office. Please be aware that the COPS Office will not approve any modification request that results in an increase of federal funds.

During the CHP award period, it may become necessary for an agency to modify its CHP award due to changes in an agency's fiscal or law enforcement situation. Modification requests should be submitted to the COPS Office when an agency determines that it will need to shift officer positions awarded in one hiring category into a different hiring category, reduce the total number of positions awarded, shift funds among benefit categories, and/or reduce the entry-level salary and fringe benefit amounts. For example, an agency may have been awarded CHP funding for 10 new, additional full-time sworn officer positions, but due to severe fiscal distress/constraints, the agency determines it is unable to sustain all 10 positions and must reduce its request to five full-time positions; or an agency may have been awarded CHP funding for two new, additional sworn officer positions, but due to fiscal distress/constraints the agency needs to change the hiring category from the new hire category to the rehire category for officers laid off or scheduled for layoff on a specific future date post-application. Award modifications under CHP are evaluated on a case-by-case basis. The COPS Office will only consider a modification request after an agency makes final, approved budget and/or personnel decisions. An agency may implement the modified award following written approval from the COPS Office. Please be aware that the COPS Office will not approve any modification request that results in an increase of federal funds.

Condition 29

Local Match: COPS Hiring Program award recipients are required to contribute a local match of at least 25 percent towards the total cost of the approved award project, unless waived in writing by the COPS Office. The local match must be a cash match from funds not previously budgeted for law enforcement purposes and must be paid during the award period. The local match contribution must be made on an increasing basis during each year of the three-year award period, with the federal share decreasing accordingly. 34 U.S.C. § 10381(g).

Condition 30

Extensions: Your agency may request an extension of the 60-month award performance period to receive additional time to implement your award program. Such extensions do not provide additional funding. Any request for an extension will be evaluated on a case-by-case basis. Only those recipients that can provide a reasonable justification for delays will be granted no-cost extensions. Reasonable justifications may include difficulties in filling COPS Office-funded positions, officer turnover, or other circumstances that interrupt the 36-month funding period. An extension allows your agency to compensate for such delays by providing additional time to complete the full 36 months of funding for each position awarded. 2 C.F.R. §§ 200.308(f)(10) and 200.309. Extension requests must be received prior

to the end date of the award.

Condition 31

Contracts and/or MOUs with other Jurisdictions: Sworn law enforcement officer positions awarded must be used for law enforcement activities or services that benefit your agency and the population that it serves. The items funded under the CHP award cannot be utilized by other agencies unless the items benefit the population that your agency serves. Your agency may use items funded under the CHP award to assist other law enforcement agencies under a resource sharing, mutual aid, or other agreement to address multi-jurisdictional issues as described in the agreement.

Condition 32

Community Policing: Community policing activities to be initiated or enhanced by your agency and the officers funded by this award program were identified and described in your CHP award application. Your agency developed a community policing plan for the CHP award with specific reference to a crime or disorder problem and the following elements of community policing: (a) problem solving—your agency's plan to assess and respond to the problem identified; (b) community partnerships and support, including related governmental and community initiatives that complement your agency's proposed use of CHP funding; and (c) organizational transformation—how your agency will use the funds to reorient its mission to community policing or enhance its involvement in and commitment to community policing. Throughout the CHP award period, your agency is required to implement the community policing plan it set forth in the CHP award application.

The COPS Office defines community policing as a philosophy that promotes organizational strategies that support the systematic use of partnerships and problem-solving techniques to proactively address the immediate conditions that give rise to public safety issues such as crime, social disorder, and fear of crime. CHP awards through the specific officers funded (or an equal number of redeployed veteran officers) must be used to initiate or enhance community policing activities. All newly hired additional or rehired officers (or an equal number of redeployed veteran officers) funded under CHP must implement your agency's approved community policing plan, which you described in your award application.

Condition 33

Career Law Enforcement Officer: Officer hiring funds may only be used to pay entry-level salaries and fringe benefits for full-time "career law enforcement officers" for 36 months. The COPS Office's statute defines a "career law enforcement officer" as "a person hired on a permanent basis who is authorized by law or by a State or local public agency to engage in or supervise the prevention, detection, or investigation of violations of criminal laws." 34 U.S.C. §10389(1). A recipient agency may use officer hiring funds to pay the salary and benefits of recruits while in academy training to become "career law enforcement officers" if it is the standard practice of the agency to do so with locally-funded recruits. The State of Alaska, and any Indian tribe or tribal organization in that State, may also use officer hiring funds for a "village public safety officer" defined as "an individual employed as a village public safety officer under the program established by the State pursuant to Alaska Statute 18.65.670." Tribal Law and Order Act of 2010, Pub. L. 111-211, title II, § 247 (a)(2).

Condition 34

Evaluations: The COPS Office may conduct monitoring or sponsor national evaluations of its award programs. The recipient agrees to cooperate with the monitors and evaluators. 34 U.S.C. § 10385(b).

Condition 35

Allowable Costs Condition: The funding under this project is for the payment of three years (36 months) of approved full-time entry-level salaries and fringe benefits during the five-year (60 months) period of performance. The maximum federal share is \$125,000 per officer position (unless a local match waiver is approved) for career law enforcement officer positions hired and/or rehired on or after the official award start date. Any salary and fringe benefit costs higher than entry-level that your agency pays a CHP-funded officer must be paid with local funds. Your agency is required to use CHP award funds for the specific hiring categories awarded. In accordance with 2 C.F.R. § 200.400(g), the recipient or subrecipient must not earn or keep any profit resulting from the award. Funding under this program may be used for the following categories:

- Hiring new officers, which includes filling existing officer vacancies that are no longer funded in your agency's budget;
- Rehiring officers laid off by any jurisdiction as a result of state, local, or Bureau of Indian Affairs (BIA) budget reductions; and/or
- Rehiring officers who were, at the time of award application, scheduled to be laid off (by your jurisdiction) on a specific future date as a result of state, local, or BIA budget reductions.

If your agency's local fiscal conditions have changed and your agency needs to change one or more of the funded hiring categories, your agency should request an award modification and receive prior approval before spending CHP funding under the new category. The approved budget in the award package specifies the amount of CHP funds awarded to your agency. Please note that the salary and fringe benefit costs requested in your CHP application may have been adjusted or removed. Your agency may only be reimbursed for the approved cost categories up to the amounts specified in the approved budget. Only actual allowable costs incurred during the award period will be eligible for reimbursement and drawdown. If your agency experiences any cost savings over the course of the award (for example, your award application overestimated the total entry-level officer salary and fringe benefits package), your agency may not use that excess funding to continue salary payments to the officers beyond 36 months. Any funds remaining after your agency has drawn down for the costs of approved salaries and fringe benefits incurred for each awarded position during the 36-month funding period will be deobligated during the closeout process and should not be spent by your agency.

Condition 36

Advancing Department of Justice Priority Problem Focus Areas: This condition applies to agencies that selected one of the following priority crime problem/focus areas to address in their COPS Hiring Program (CHP) application:

- Building Legitimacy and Trust
- Violent Crime/Gun Violence
- Combatting Hate and Domestic Extremism
- Police-based Response to Persons in Crisis

Your agency understands and agrees to the following: Your agency will implement the one specific community policing plan identified in your CHP award application?

Your agency will address its specific priority crime problem throughout the entire CHP award period?

Your agency will implement any organizational changes identified in its CHP award application;

Your agency will cooperate with any award monitoring by the COPS Office to ensure that it is initiating or enhancing its community policing efforts to address its priority crime problem, which may include your agency having to respond to additional or modified reporting requirements.

[X] *I have read and understand the information presented in this section of the Federal Award Instrument.*

Award Acceptance

Declaration and Certification to the U.S. Department of Justice as to Acceptance

By checking the declaration and certification box below, I--

A. Declare to the U.S. Department of Justice (DOJ), under penalty of perjury, that I have authority to make this declaration and certification on behalf of the applicant.

B. Certify to DOJ, under penalty of perjury, on behalf of myself and the applicant, to the best of my knowledge and belief, that the following are true as of the date of this award acceptance: (1) I have conducted or there was conducted (including by applicant's legal counsel as appropriate and made available to me) a diligent review of all terms and conditions of, and all supporting materials submitted in connection with, this award, including any assurances and certifications (including anything submitted in connection therewith by a person on behalf of the applicant before, after, or at the time of the application submission and any materials that accompany this acceptance and certification); and (2) I have the legal authority to accept this award on behalf of the applicant.

C. Accept this award on behalf of the applicant.

D. Declare the following to DOJ, under penalty of perjury, on behalf of myself and the applicant: (1) I understand that, in taking (or not taking) any action pursuant to this declaration and certification, DOJ will rely upon this declaration and certification as a material representation; and (2) I understand that any materially false, fictitious, or fraudulent information or statement in this declaration and certification (or concealment or omission of a material fact as to either) may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§

10271-10273), and also may subject me and the applicant to civil penalties and administrative remedies under the federal False Claims Act (including under 31 U.S.C. §§ 3729-3730 and/or §§ 3801-3812) or otherwise.

Agency Approval

Title of Approving Official COPS Director	Name of Approving Official Hugh T. Clements	Signed Date And Time 9/24/24 4:27 PM
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Authorized Representative

Declaration and Certification (Law Enforcement Executive/Program Official)

Entity Acceptance

Title of Authorized Entity Official
Chief of Police

Name of Authorized Entity Official
Jaime Ayala

Signed Date And Time
10/8/2024 4:46 PM

Declaration and Certification (Government Executive/Financial Official)

Entity Acceptance

Title of Authorized Entity Official
City Manager

Name of Authorized Entity Official
Myra Ayala

Signed Date And Time
10/8/2024 4:54 PM



CITY OF EDINBURG - CITY COUNCIL

Meeting Date: November 19, 2024

ORDINANCES

Agenda Item No: 12.B.

Ordinance: Bring Your Own Beverage Establishments

1. **Agenda Item:**

Consider Ordinance Amending the Code of Ordinances of the City of Edinburg Title XI: Business Regulations, Chapter 110 Alcoholic Beverages, by Amending Section 110.11 Bring Your Own Beverage Establishments, by Adding Subsection (H) Penalty for Violations to Section 110.11.
[Josephine Ramirez Solis, City Attorney]

2. **Description:**

Section 110.11 of the City's Code of Ordinances provides regulations for BYOB establishments, which include: requiring a permit that must be renewed annually, limiting hours during which alcoholic beverages may be consumed, limiting hours that the public can remain on the premises, and requiring that BYOB establishments not exceed a certain threshold of calls for emergency services.

The proposed amendment allows for City law enforcement to criminally cite businesses, business owners, or responsible employees for each day that a BYOB establishment fails to comply with the regulations, rules, and requirements already described within Section 110.11.

3. **Staff's Recommendation:**

Reviewed by:

Prepared by:

Josephine Ramirez Solis,
City Attorney

Attachments:

A. Draft V3 BYOB Penalty Amendment

ORDINANCE NO. _____

**ORDINANCE AMENDING THE CODE OF ORDINANCES
OF THE CITY OF EDINBURG, TITLE XI: BUSINESS
REGULATIONS, CHAPTER 110 ALCOHOLIC
BEVERAGES; SECTION 110.11 BRING YOUR OWN
BEVERAGE (BYOB) ESTABLISHMENTS; PROVIDING
FOR 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
RELATING TO THE SUBJECT MATTER HEREOF.**

WHEREAS, the City of Edinburg is a home-rule municipality possessing the full power of local self-government pursuant to Article XI, Section 5 of the Texas Constitution; and

WHEREAS, establishments that allow patrons to bring their own alcoholic beverages on the premises (“BYOB”) are not licensed or permitted by the Texas Alcoholic Beverage Commission (“Agency”) and therefore have no regulations imposed on them by the Code; and

WHEREAS, the City of Edinburg currently has a permitting process for BYOBs and imposes restrictions on the hours of operation for said BYOBs to mirror state law restrictions on the hours of consumption of alcohol at licensed or permitted alcohol establishments; and

WHEREAS, the City Council believes it is in the best interests of the City to amend the Edinburg Code of Ordinances to allow for an applicable penalty imposed against BYOBs in violation of section 110.11.

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

SECTION I. INCORPORATION OF RECITALS. The City Council finds that the statements set forth in the Recitals are true and correct and the City Council hereby incorporates such Recitals as findings of fact.

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

SECTION III. The Code of Ordinances of the City, Title XI (“Business Regulations”), Chapter 110 (“Alcoholic Beverages”), Section 110.11 (“Bring your own beverage (BYOB) establishments”) is hereby amended to add Section 110.11(H) (“Penalty for violations”). Section 110.11 is to be read in its entirety as shown in Exhibit A to this ordinance.

SECTION VI. 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 V. 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 VI. PUBLICATION AND EFFECTIVE DATE: This Ordinance shall take effect immediately upon its passage.

SECTION VII. CODIFICATION: That this Ordinance shall be published in the Code of Ordinances of the City of Edinburg, Texas.

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

READ, CONSIDERED, PASSED AND APPROVED at a regular meeting of the City Council of the City of Edinburg, Texas, at which a quorum was present and which was held in accordance with V.T.C.A., Government Code, Section 551.041, on November 19, 2024.

CITY OF EDINBURG

By: _____
Ramiro Garza, Jr., Mayor

ATTEST:

By: _____
Clarice Y. Balderas, City Secretary

**APPROVED AS TO FORM:
CITY ATTORNEY'S OFFICE**

BY: _____
Josephine Ramirez-Solis, City Attorney

EXHIBIT A

Sec. 110.11 – Bring your own beverage (BYOB) establishments.

i. Definitions

- i. BYOB Establishment means an establishment within the City limits of the City of Edinburg that is not licensed or permitted by the TABC, is open to the public, and allows patrons to bring alcoholic beverages onto the premises for possession and consumption.
- ii. Department means the Planning and Zoning Department of the City of Edinburg
- iii. Director means the director of the Planning and Zoning Department of the City of Edinburg or the director's designees.

ii. Permit required.

- i. It shall be unlawful for any person to operate a BYOB establishment in the city who has not obtained a permit issued by the Department as required by this Ordinance.
- ii. A separate permit for each BYOB establishment location must be obtained.

iii. Permit application.

- i. An applicant shall apply for a BYOB permit annually on a form prescribed by the City. Application forms shall be supplied by the director.
 1. Applicants must provide a copy of the BYOB establishment's certificate of occupancy, scaled drawings of the premises, and copy of the lease agreement where the BYOB establishment will be operating or proof of ownership of the property.
 2. Each individual who has an ownership interest in, or who will manage or otherwise exercise control over the proposed BYOB establishment must provide their full legal name, address, date of birth, and authorize the city to conduct a criminal background check.
 3. For an applicant that is a legal entity and not an individual, the application must include:
 - a. Documentation from the Texas Secretary of State that demonstrates the entity is authorized to conduct business in Texas;
 - b. Designation of an individual permit holder that resides in the State of Texas and within 100 miles of the territorial limits of the City of Edinburg, and the address of the residence of such individual;
 - c. A designated agent, who is a citizen of this state, to represent the entity in matters before the city and its advisory boards and to be responsible for the proper conduct of any activity at the proposed BYOB establishment.
 4. The City Manager shall determine all other application requirements.
- ii. While a permit application is pending or a permit is in effect, an owner shall immediately supplement the information provided to the director in the permit application if the information is or becomes inaccurate, incomplete, or misleading.
- iii. All BYOB establishments in operation before the enactment of this ordinance shall comply

with this chapter before continuing operations.

- iv. The fee for a BYOB permit shall be determined by the City Manager. Payment of such fees shall not be refundable in whole or in part.

iv. Permit approval.

- i. The director shall approve a permit application if the director determines that the applicant and the proposed BYOB establishment meet the requirements established by the City.
- ii. The director shall deny a permit application if the director determines that:
 - 1. The applicant is under the age of 21 years;
 - 2. The BYOB establishment as proposed would not comply with this chapter;
 - 3. Any owner or operator had a permit required by this chapter that was revoked within the preceding 12-month period; or
 - 4. The applicant had a TABC permit that was involuntarily canceled or suspended within the preceding 12-month period.
 - 5. The applicant provided incorrect or incomplete information on the application; or
 - 6. The owner or operator of the BYOB establishment has been convicted of one of the following criminal offenses:
 - a. Any offense involving fraud or misrepresentation;
 - b. Any offense involving bribery or perjury;
 - c. Any offense involving violence to any person except for conduct that is classified as no greater than a class C misdemeanor under the laws of Texas;
 - d. Any felony conviction for any violation of any state or federal laws regulating firearms;
 - e. Any violation of the Texas liquor laws;
 - f. Any offense involving prostitution or aiding, abetting, or promotion of prostitution; or
 - g. Any violation of the Texas Controlled Substances Act or other state or federal law regulating drugs that permits punishment of confinement for one year or more upon conviction for such violation.
- iii. The director shall give written notice of a denial of an application to the applicant.
- iv. In the event of a denial of an application for permit or revocation thereof, the applicant or permit holder shall have the right to appeal to the city manager by filing written notice of appeal with the city secretary within ten days of written notification of any such action. The city manager shall review the action of the director and may impose certain conditions to the granting or retention of the permit or license. In addition, the city manager may request that the permit holder or applicant furnish further information as required by the city manager to make a decision. The city manager may provide for the granting of the permit or license or the reinstatement of the license or permit and impose certain conditions to such action. In any event, the decision of the city manager shall be final and

nonappealable.

- v. A permit issued under this chapter is not transferable to another person. Any change in ownership of a BYOB establishment, including, but not limited to, the sale of the BYOB establishment or any ownership interest therein, shall require the purchaser or transferee to submit a permit application in accordance with this section.

v. Permit expiration, renewal.

- i. A permit issued under this chapter expires one year after the date it is first issued.
- ii. The owner shall file an application for permit renewal not sooner than the 90th day and not later than the 20th day before the permit expires. An application that is not filed within the described time period is a new application.

vi. Permit revocation.

- i. The director shall revoke a permit issued under this chapter if the director determines that:
 - 1. The owner or operator of the BYOB establishment has been convicted of violating any of the provisions of this Ordinance;
 - 2. The BYOB establishment does not comply with any applicable provisions of this article;
 - 3. The permit was obtained or issued as a result of error.

vii. Requirements.

- i. BYOB establishments must comply with all ordinances of the City of Edinburg and all laws of the State of Texas.
- ii. BYOB establishments may not exceed three calls for emergency services within any 90- day period that first responders indicate involve weapons, violent crime, calls categorized as a major disturbance, deadly conduct, a felony offense, or human trafficking related offenses.
- iii. BYOB establishments shall post the BYOB permit in a prominent public location at the BYOB establishment.
- iv. A BYOB permit holder shall ensure that the permit holder or designated agent is continuously on the BYOB establishment's premises during the hours of operation.
- v. BYOB establishments shall close between 2:00 a.m. and 10:00 a.m. each day and shall not permit a person to consume an alcoholic beverage on the premises between 2:15 a.m. and 10:00 a.m. each day.
- vi. BYOB establishments may not allow a member of the public to remain on its premises, including a parking area, between 2:30 a.m. and 10:00 a.m. each day.
- vii. BYOB establishments must designate the portions of the premises on which the consumption of alcoholic beverages is permitted and said designated area must exclude parking areas. BYOB establishments shall place signs at every exit from the designated area advising patrons that consumption of alcoholic beverages is not permitted beyond the exit. BYOB establishments shall post signs in each parking

area located on the same property at the BYOB establishment stating that the outdoor consumption of an alcoholic beverage on the premises, outside of the designated area, is prohibited.

(H)Penalty for violations

- i. Any failure to comply with any applicable provision of this section is a class C misdemeanor and is punishable pursuant to section 10.99(a) of this code.
- ii. Each day that such violation continues shall be a separate offense. Prosecution or conviction under this section shall never be a bar to any other remedy or relief for violations of this article.



CITY OF EDINBURG - CITY COUNCIL

Meeting Date: November 19, 2024

CONTRACTUALS

Agenda Item No: 13.A.

Job Task Order No. 1 - GDJ Engineering

1. Agenda Item:

Consider Authorizing the City Manager to Enter Into Job Task Order No. 1 for Professional Services for Freddy Gonzalez Street Improvements, with GDJ Engineering for an Amount Not to Exceed \$385,847.56 and Execute Any Documents Related Thereto Pursuant to City's Ordinances and Procurement Policies. [Mardoqueo Hinojosa, P.E., CFM, City Engineer]

2. Description:

The Freddy Gonzalez Street Improvements Project is a project set to widen to 4 lanes with a divided turning lane from I-69C to Closner Boulevard. The project is listed for construction funding in the Rio Grande Valley Metropolitan Planning Organization. City staff is working with TxDOT on an Advanced Funding Agreement.

The project requires funding for professional services. The first step will be to fund the environmental and schematic phases. GDJ Engineering was asked to provide a proposal for such services. Additional services might be requested to extend project to Raul Longoria Road, should funding become available.

3. Staff's Recommendation:

Approve Authorizing the City Manager to Enter Into Job Task Order No. 1 for Professional Services for Freddy Gonzalez Street Improvements, with GDJ Engineering for an Amount Not to Exceed \$385,847.56 and Execute Any Documents Related Thereto Pursuant to City's Ordinances and Procurement Policies.

Reviewed by:

Tomas Reyna, Assistant City Manager Final Approval - 11/15/2024

Prepared by:

Mardoqueo Hinojosa, City Engineer

Attachments:

A. Job Task Order No.1 - Freddy Gonzalez

THE STATE OF TEXAS §

COUNTY OF HIDALGO §

CITY OF EDINBURG §

JOB TASK ORDER NUMBER ONE (1) TO THE
AGREEMENT BETWEEN THE CITY OF
EDINBURG AND GDJ ENGINEERING FOR
PROFESSIONAL ENGINEERING SERVICES
FOR FREDDY GONZALEZ ROAD
IMPROVEMENT PROJECT PURSUANT RFQ
NO.2024-009

This Job Task Order Number One (1), to the Agreement between the City of Edinburg and Supreme Engineering PLLC. dated August 20th, 2024, is entered into by and between the City of Edinburg (hereinafter referred to as “**City**”), and GDJ Engineering (hereinafter referred to as “**Consultant**”),

RECITALS

WHEREAS, on August 20th, 2024 the City Council of Edinburg authorized and approved City Manager or his/her designated appointee to negotiate and enter into an On-Call Professional Engineering Service Agreement with the Consultant to Professional Engineering (hereafter referred to as “Agreement” and attached as Exhibit B). Specifically, it was agreed that the Consultant shall provide Professional Engineering Services, and or other as-needed services, on an on-call basis and in a manner, which shall provide the necessary public services through subsequently assigned Job Task Orders; and

WHEREAS, City and Consultant desire to further assign and execute Job Task Order Number One (1) to the Agreement to provide Professional Engineering Services for the Freddy Gonzalez Road Improvement as set out in the attached Exhibit “A”; and

NOW, THEREFORE, said Job Task Order Number One (1) to the Agreement is hereby agreed to and included in the Agreement to provide Professional Engineering Services for the Freddy Gonzalez Road Improvement, at the amount not to exceed the proposed amount of \$385,847.56 as set out in Exhibit “A” attached hereto, and this Job Task Order Number One (1) shall serve as notice to proceed with said Project.

Period of Performance. The period of performance shall be from the effective date of this Job Task Order Number One (1), which is the date agreed to by all parties, and will terminate upon completion of the scope of work for the Project as agreed to by the parties herein and as referenced in the attached Exhibit “A”.

If any of the terms of this Job Task Order Number One (1), including its Exhibits, conflict in any respect with any of the terms of the Agreement, the terms of the Agreement shall control. Further, this Job Task Order does not waive the parties’ responsibilities and obligations as provided for under the Agreement.

This Job Task Order to the Agreement is agreed to and EXECUTED by the duly authorized representative of the parties 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)383-5661
Fax: (956)383-7111

ATTEST:

BY: _____
Clarice Y. Balderas, City Secretary

APPROVED AS TO FORM:

BY: _____
Josephine Ramirez Solis, City Attorney

GDJ ENGINEERING

BY: _____
Lydia Macheska
President
2805 Fountain Plaza Blvd. Ste. B
Edinburg, Texas 78539
Phone: (956) 603-2025
Email: lydia@gdjeng.com

**Attachments: Exhibit "A" Proposal of Job Task Order 1
Exhibit "B" Agreement
Exhibit 'C" Certificate of Insurance**

EXHIBIT “A”

EXHIBIT “B”
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

PROJECT DESCRIPTION

The services designated herein as “Services provided by the ENGINEER” shall include the performance of all engineering services for the following described facility:

COUNTY/CITY: City of Edinburg

CONTROL: _____

PROJECT/DESCRIPTION: Schematic & Environmental Services

LENGTH: Approximately 1 mile

HIGHWAY: Freddy Gonzalez Drive

LIMITS: From Closner Blvd to I-69C

PROJECT CLASSIFICATION

(Place an “X” in only one Project Classification)

- ☐ Surface Treatment
- ☐ Overlay
- ☐ Rehabilitation Existing Road (Scarify & Reshape)
- ☐ Convert Non-Freeway to Freeway
- ☐ Widen Freeway
- ☒ Widen Non-Freeway
- ☐ New Location Toll Freeway
- ☐ New Location Non-Freeway
- ☐ Interchange (New or Reconstruct)
- ☐ Bridge Widening or Rehabilitation
- ☐ Bridge Replacement
- ☐ Upgrade to Standards - Freeway
- ☐ Upgrade to Standards - Non-Freeway
- ☐ Miscellaneous Studies (Use Function Code 110 for All Tasks)

ENGINEER shall mean GDJ Engineering.

CITY shall mean City of Edinburg.

LPA shall mean City of Edinburg.

EXHIBIT “B”
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

PRELIMINARY PROJECT DEVELOPMENT
(Function Code 102)

PRELIMINARY PROJECT DEVELOPMENT:

The ENGINEER will perform any needed preliminary project development which will include:

1. Establish Preliminary Design Values
 - a. The Engineer will work with the LPA to establish basic design concepts, project controls and a general scope for the Project.
2. Uncontrolled Mapping (w/Contours & GIS Data)
 - a. The Engineer will investigate the existing routes and coordinate with the LPA on establishing the best-fit alignments and mapping proposed geometry for Projects. A Preliminary Location Exhibit will be developed.
3. Prepare Preliminary Hydrologic Map
 - a. The Engineer will develop a Hydrologic Map for the Projects. The Hydrologic Maps will be based on LIDAR and GIS information.
4. Investigate Preliminary ROW Requirements
 - a. The Engineer will research and identify affected property owners on the Projects alignment and ROW utilizing the latest appraisal district file information from the Hidalgo County Appraisal District and subdivision plat information from Carson Maps.
5. Prepare Preliminary Cost Estimates
 - a. The Engineer will calculate preliminary construction cost estimates for the location and geometry of the Projects.
6. Preliminary Environmental Analysis (for Fatal Flaws)
 - a. The Engineer will perform Preliminary Environmental Constraint Mapping to determine if any fatal flaws exist along the proposed alignment.
7. Prepare a Project Fact Sheet for All Anticipated Costs
 - a. The Engineer will produce a Project Fact Sheet providing summaries of all pertinent items in the scope of services (as required) and providing estimated local costs vs. total project costs for the Projects.
8. Prepare Functional Classification Documentation
 - a. The Engineer shall provide all necessary documentation for the LPA to submit a functional classification request to the MPO. The Engineer shall provide assistance and remain engaged until the functional classification designation is received, or the LPA decides not to pursue functional classification anymore.
9. Meetings, Coordination & Support for Project Development
 - a. The Engineer shall provide coordination services and shall assist in meetings and workshops with TxDOT, County, Drainage Districts, Irrigation Districts, and all other affected parties. The Engineer shall serve as representative for the LPA in coordination items. The Engineer shall coordinate with the LPA’s staff on all Project related items.

EXHIBIT “B”
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

ROUTE AND DESIGN STUDIES
(Function Code 110)

ROUTE AND DESIGN STUDIES:

The ENGINEER will perform any of the following tasks needed for the route and design studies:

1. Analyze Level of Service for Proposed Improvements (For Off-System Projects)
2. Provide Traffic Evaluations and Projections (For Off-System Projects)
3. Develop Roadway Design Criteria
4. Prepare the Design Schematic
 - a. Horizontal and Vertical Alignment (Preliminary based on office surveys)
 - b. Schematic Layout
 - i. Identify the location of interchanges, main lanes, grade separations, frontage roads and ramps, if applicable.
 - ii. Develop vertical and horizontal alignment of main lanes, ramps and cross roads at proposed interchanges or grade separations, if applicable. Frontage road alignment data need not be shown on the schematic; however, it should be developed in sufficient detail to determine ROW needs. The degree of horizontal curves and vertical curve data, including “K” values, shall also be shown for ease of checking.
 - iii. For freeways, show the location and text of the proposed main lane guide signs. Lane lines and/or arrows indicating the number of lanes shall also be shown.
 - iv. Provide a complete explanation of the sequence and methods of stage construction, if proposed, including the initial and ultimate proposed treatment of crossovers and ramps.
 - v. Identify the tentative ROW limits
 1. Provide a roadway Design System (RDS) or (GEOPAK) computer tape of the preliminary earthwork to verify ROW requirements.
 2. Provide a graphics file containing the approved schematic.
 - vi. Provide the geometric configuration (pavement cross slopes, lane and shoulder widths, slope rates for fills and cuts) of the typical sections of the proposed highway main lanes, ramps, frontage roads, and cross roads.
 - vii. Identify the current and projected traffic volumes as provided by TxDOT (if On-System roadway) or by ENGINEER (if Off-System roadway) based on a 20 year traffic projection.
 - viii. Label the control of access lines if Interstate or designated under House Bill 179.
 - ix. Label the direction of traffic flow on all roadways.
 - x. Identify the location and width of any proposed median openings for highways without access control.
 - xi. Identify the geometrics of any speed change lanes (acceleration, deceleration, climbing, etc...).
5. Coordinate and Attend a Project Design Concept Conference
6. General Guidelines for Project Development
 - a. Prior to preparing detailed plans for a proposed project, a preliminary schematic layout shall be prepared which indicates the general geometric features and location requirements peculiar to the project. An uncontrolled aerial mosaic will be provided for this use. Four copies of the schematic layout shall be submitted through the district to the Design Division for approval and subsequent coordination with the Federal Highway Administration (FHWA) where applicable. The layout shall be submitted for two-lane arterial highway

EXHIBIT “B”
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

projects on new locations and for all multi-lane highway projects. **No geometric design is to be performed until the LPA has given the engineer written approval of the preliminary schematic layout.**

- b. All geometric design shall be in conformance with the State's Design Division, Operations and Procedures Manual, except where variances are permitted in writing by the STATE.
 - c. The schematic layout shall include basic information which is necessary for the proper review and evaluation including the items listed above and in the schematic checklist provided by the STATE.
 - d. Handling of traffic during construction shall be a consideration in the development of preliminary designs.
 - e. Upon approval of the schematic layout by Design Division (FHWA on Federal-aid projects), it shall be the basis for an exhibit at any required public hearing prior to final development of the project. If there are any changes to the schematic after the Design Division and FHWA approval and before the public hearing, four copies of the revised schematic, as displayed at the hearing, shall be submitted either prior to or accompanying the public hearing data. If there are no changes in the schematic as displayed at the hearing, only photographs of the schematic and other displays shall be submitted with the public hearing data.
 - f. For all freeway construction projects, these schematics shall show the location and text of the proposed main lane guide signs. A schematic layout shall be submitted through the district to the Traffic Operations Division, Traffic Safety Section for approval and subsequent coordination with the FHWA. All signing shall be in conformance with the Texas MUTCD.
 - g. On complex projects, informal contact through the district with the Design Division and FHWA personnel is encouraged with regard to development of preliminary design prior to official schematic submission.
 - h. The engineer shall furnish a project tape that is compatible with the STATE's computer system, a project listing, and a cross section plot showing the original design sections containing the earthwork input and original cross sections for the project. **Accuracy of the earthwork design is of utmost importance since it is the basis for contractor payments and construction staking.**
7. Traffic Analysis and Projections
- a. If the project is Off-System, the ENGINEER will provide all traffic analysis and projection data for the project as previously provided by TxDOT's Transportation Planning and Programming Division. The analysis will follow the STATE's SOP and the data will be approved by the STATE.
8. Final Hydrologic Map & Report
- a. The ENGINEER will provide a final hydrologic map to be submitted with the Schematic. This map will be considered part of the Schematic submittal.
 - b. A H&H report will be submitted along with the Hydrologic Map. The report will follow the guidelines set forth in TxDOT's Hydraulic Design Manual.

EXHIBIT “B”
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

SOCIAL, ECONOMIC AND ENVIRONMENTAL STUDIES AND PUBLIC
INVOLVEMENT
(Function Code 120)

1. A field/site investigation will be completed, and photos will be included in the documentation.
2. Preparation of TxDOT EPIC and TPWD BMP sheets would be completed in accordance with TxDOT’s latest standards.
3. General Guidelines for Preparation of Environmental Documents
 - a. All reports and coordination will be submitted electronically to the LPA.
 - b. The Engineer will provide one (1) hard copy to the LPA upon request.
 - c. Exhibits in the environmental document shall be color copies and text shall be black and white.
 - d. If required, services that would be performed at an additional cost, that are not included in this scope, are as follows:
 - i. Any sampling, analysis or any environmental hazard or contaminate (including but not limited to asbestos-containing materials, lead based paint, or radon).
 - ii. Any wetland delineations.
 - iii. Remedial or corrective actions.
 - iv. Any Phase II ESA activities.
4. Environmental Reports (All Environmental Reports shall be in accordance with 43 Texas Administrative Code (TAC) 2.40-2.51, Code of Federal Regulations, Title 23, Part 771 and Highway Design Operations and Procedures Manual, Part II-B.)
 - a. An Environmental Document shall be prepared anticipating one of the following levels of clearance:
 - i. A Categorical Exclusion
5. Public Involvement (All Public Involvement procedures shall be in accordance with 43 Texas Administrative Code (TAC) 2.101-2.110, Code of Federal Regulations Title 23, Part 771 and Highway Design Operations and Procedures Manual, Part II-B.)
 - a. A Notice and Opportunity to Comment (NOC) will be prepared and distributed to adjacent, affected property owners.
 - i. The ENGINEER shall prepare address list for property owners, stakeholders, and elected officials.
 - ii. The ENGINEER shall prepare and send out the notices to property and stakeholders.
 - iii. Elected officials letters shall be prepared by the ENGINEER. The LPA will sign and email the letters. Hard copies of the elected officials letters will be sent at the discretion of the LPA.
 - b. If deemed necessary, a public meeting shall be scheduled, coordinated and conducted.
 - i. The ENGINEER shall be responsible for securing the venue.
 - ii. The ENGINEER shall provide the notices to the proper newspaper outlets.
 - iii. The ENGINEER shall prepare and send out the notices to property and stakeholders.
 - iv. Elected officials letters shall be prepared by the ENGINEER. The LPA will sign and email the letters. Hard copies of the elected officials letters will be sent at the discretion of the LPA.
 - v. The LPA shall be responsible for posting materials on their website and social media.

EXHIBIT “B”

SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

Technical assistance, meeting(s)/hearing(s) preparation, maintenance of contacts lists, minutes of meeting(s), exhibit preparation, and other tasks outlined by the LPA, shall be provided.

6. Environmental Project Scoping

- a. The ENGINEER will attend and provide support at the environmental scoping meeting with TxDOT.
- b. Work Plan Development Tool
 - i. The ENGINEER will prepare the Work Plan Development Tool (WPD) and corresponding attachments in accordance with TxDOT’s Environmental Compliance and Oversight System (ECOS).

7. Technical Reports

Technical reports will be scoped with TxDOT’s WPD and prepared in accordance with the TxDOT Environmental Toolkit.

- a. Hazardous Materials
 - i. The ENGINEER shall perform an Initial Site Assessment (ISA) for hazardous materials impact in accordance with the American Society for Testing and Materials (ASTM) 1528.93 (Transaction Screen Process).
- b. State and Federal Protected Species
 - i. A Species Analysis Form, Species Analysis Spreadsheet, TPWD Documentation for Best Management Practices Form, and corresponding attachment packet will be completed in accordance with the STATE’S guidelines. The analysis shall be provided as a Technical Report.
- c. Water Resources
 - i. A Surface Water Analysis and corresponding attachment packet will be completed in accordance with the STATE’S guidelines. The analysis shall be provided as a Technical Report.
- d. Community Impact Analysis
 - i. A Community Impact Assessment and corresponding attachment packet will be completed in accordance with the STATE’S guidelines. The analysis shall be provided as a Technical Report.
- e. Section 4(f) Analysis
 - i. A technical report would be completed in accordance with the STATE’S guidelines.
 - ii. A Section 4(f) De Minimis Checklist and Letter for Request of Official with Jurisdiction’s Concurrence would be completed.
- f. Cultural Resources (Formal consultation with the State Historic Preservation Office (SHPO) and the Texas Historical Commission (THC) will be conducted by the LPA.)
 - i. Historic Resources
 - 1. A Project Coordination Request form and corresponding attachment packet will be completed.
 - 2. A Historic Resources Research Design would be completed in preparation of a survey.
 - 3. A Historic Resources Survey shall be performed, and documentation prepared regarding identification efforts, National Register eligibility and potential impacts to historic properties in accordance with the STATE’S requirements.

EXHIBIT "B"

SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

- ii. Archeological Resources
 - 1. An Archeological Background Study with corresponding attachments will be completed to determine if known archeological sites are present, if there is a potential for archaeological sites to be present, and to identify the need (if any) to perform additional archeological investigations.
 - 2. An Archeological Survey Permit Application will be prepared to obtain approval to complete an archeological survey.
 - 3. Archeological Survey shall be performed under a Texas Antiquities Permit (13 TAC 26) signed for the Sponsor by a professional archeologist with the STATE.
- 8. General Guidelines for Preparation of Environmental Documents
 - a. All technical reports will be submitted electronically to TxDOT.
 - b. Exhibits in the environmental documentation shall be color copies and text shall be black and white.

FIELD SURVEYING AND PHOTOGRAMMETRY

(Function Code 150)

TOPOGRAPHY AND CONSTRUCTION SURVEYS:

The SURVEYOR will perform Topography and Construction Surveying for the project which will include:

- 1. Primary Project Control: 3 to 5 mile spacing (Precision shall be 1 part in 20,000 or better, unless otherwise directed by the ENGINEER).
 - a. Establish Horizontal Control Points
 - b. Establish Vertical Control Points

NOTE: ALL BEARING AND DISTANCE SHALL BE BASED ON THE STATE PLANE COORDINATE SYSTEM NAD 1983, SOUTH ZONE.

ALL DISTANCES AND COORDINATES SHALL BE SURFACE AND MAY BE CONVERTED TO GRID BY MULTIPLYING BY A COMBINED SCALE FACTOR OF 0.999960

- 2. Secondary Project Control (Surveyor shall recover and/or reset H&V Control Points as provided by the Engineer and create Survey Data Sheets for inclusion in the Project Plans).
 - a. No traverse should exceed 25 angle points. Planimetrics shall be 20 ft Lt & Rt from the proposed ROW as per the schematic provided by the Engineer.
 - b. The unadjusted angular error should not exceed 2 seconds per angle, plus 14 seconds.
 - c. The unadjusted ratio of precision should be one part in 10,000 or better (The ratio of precision is the total length of the traverse divided by the total error.).
 - d. The unadjusted vertical error should not exceed 0.03 foot per mile of traverse.
- 3. Other Field Surveying
 - a. **The limit of the Design surveys shall be 1,500-ft before and after the limits of the project as identified by the Project Engineer on the schematic. Establish horizontal and vertical control.** Set benchmarks at 1000-ft intervals along the project proposed right-of-way. Provide x, y, z for each Benchmark. Provide a BM along each outfall identified on the Hydrologic Map. The BM's shall be #5 I.R. 2-ft in depth set in concrete. **The surveyor shall provide an H&V Book (a Sample shall be provided by the Engineer to the Surveyor).** The Surveyor will provide a 3-pt reference sketch with ties to the BMs for

EXHIBIT “B”
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

- inclusion the existing H&V Control Book. Establish benchmark circuit throughout the project with a tolerance of 0.03’/ft per mile error vertically.
- b. The Surveyor shall provide complete topographic and cross section survey, data processing, and CADD mapping (2D & 3D) for the limits of the project.
 - c. The Surveyor shall locate all visible utilities, data processing and CADD mapping (2D & 3D) including irrigation lines. Follow sample provided by the Engineer.
 - d. The Surveyor shall field locate cross culverts, driveway culverts, inverts, irrigation lines, within the project limits, data processing and CADD mapping (2D & 3D).
 - e. Right of Entry, Right of Way Research, and Appraisal District Records is the responsibility of the Surveyor.
 - f. The Surveyor shall also paint the proposed centerline on the existing pavement as approved by the ENGINEER (at 500-ft stations and a tick mark at 100-ft stations, 12 inches long with approved paint by ENGINEER) before construction for the purpose of utility adjustments and project location.
 - g. Profile and cross section intersecting streets for ties into project (500-ft. beyond the proposed ROW per schematic and 20-ft wider than the existing ROW of intersecting street). Reference missing voids as per CD provided by the Engineer.
 - h. Cross section irrigation crossings for a distance of 20-ft beyond the proposed ROW at 100-ft intervals in a DTM file. Provide a complete description of irrigation appurtenances as identified by the engineer sample layout.
 - i. Tie Horizontally and Vertically the existing storm drain system that lies within the existing proposed ROW including the elevation of the outfall of said recovered existing storm drain systems.
 - j. Tie to existing underground and overhead utilities (location, elevation and direction)
 - i. Horizontally - The surveyor shall call the 1-800 number for the utilities to be marked on the ground as well as any city water and sewer lines. He shall tie all visible utility crossings with name, address and Phone #'s of utility companies. The engineer will coordinate with the utility companies and jointly the Surveyor and the Engineer will identify which utilities were missed and need to be tied down.
 - ii. Vertically - The engineer shall identify all utilities that are potential conflicts and that need to be tied vertically. The engineer will advise the surveyor in writing of the needed vertical ties and the surveyor will tie the lines vertically once the surveyor has coordinated the exposure and provide the information to the engineer.
 - k. Additional Field Surveying as shown below:
 - i. Irrigation Lines - The surveyor will meet with the engineer before he ties down any irrigation lines. The Engineer will provide him the existing Irrigation District Maps and the A&M Data of existing irrigation lines that are identified of record. He will follow the sample given to him by the engineer and tie the structures horizontally and vertically and provide Field Books to the engineer.
 - ii. Outfalls - The surveyor will provide a complete 2D & 3D File including utilities of the outfall identified on the Hydrologic Map.
 - l. Driveways and Turnouts
 - i. Inventory commercial entrances, public roads and side streets separately.
 - ii. Obtain centerline station (Width at ROW, Pavement and existing radius).
 - iii. Inventory by type (dirt, caliche, gravel or paved). If paved, indicate condition in terms of no patches, has patches or has potholes.
 - iv. Obtain width at ROW line
 - v. Obtain elevations at both edges of the driveway or turnout in line with any side drain.
 - m. ROW Staking (Existing and proposed @ 1,000 ft stations, PC's, PT's and Angle points as per ROW Map)
 - n. Soil core hole staking
-

EXHIBIT “B”

SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

- o. Determine changes in topography from voids and outdated maps due to development, erosion, etc.
 - p. Profile existing drainage facilities, if applicable
 - q. Measure hydraulic openings under existing bridges, if applicable
 - r. Obtain elevations of manholes and valves of utilities, if applicable
 - s. Provide temporary signs, traffic control, flags, safety equipment, etc.
 - t. Provide ties to existing bridges or culverts that may conflict with new construction
 - u. If there is a Bridge widening, provide top of deck and/or top of cap elevations at the Profile Grade Line (PGL) and the edges of slab at bent locations.
 - v. Inventory signs, mailboxes and driveways
 - w. Survey controlled data sheets as per STATE guidelines
4. Subsurface Utility Engineering (SUE)
- a. Quality Level A (Subsurface Utility Locate (Test Hole)) **THE SURVEYOR SHALL COORDINATE WITH THE ENGINEER ON THE NUMBER OF HOLES.** Locate shall mean to obtain precise horizontal and vertical position, material type, condition, size and other data that may be obtainable about the utility facility and its surrounding environment through exposure by non-destructive excavation techniques that ensures the integrity of the utility facility. Subsurface Utility Locate (Test Hole) Services (Quality Level A) are inclusive of Quality Levels B and C. The Surveyor shall:
 - i. Review the requested test hole locations that have been identified by the Engineer and Coordinate with utility owner inspectors as may be required by law or utility owner policy.
 - ii. Measure and record the following data on an appropriately formatted test hole data sheet that has been sealed and dated by the Engineer:
 - Elevation of top and/or bottom of utility tied to the datum of the furnished plan.
 - Identify a minimum of two benchmarks utilized. Elevations shall be within an accuracy of 15mm (.591 inches) of utilized benchmarks.
 - Elevation of existing grade over utility at test hole location.
 - Horizontal location referenced to project coordinate datum.
 - Outside diameter of pipe or width of duct banks and configuration of non-encased multi-conduit systems.
 - Utility facility material(s).
 - Utility facility condition.
 - Coating/Wrapping information and condition.
 - Unusual circumstances or field conditions.
 - iii. Excavate test holes in such a manner as to prevent any damage to wrappings, coatings, cathodic protection or other protective coverings and features. Water excavation can only be utilized with written approval from the appropriate State District Office.
 - iv. Backfill all excavations with appropriate material, compact backfill by mechanical means, and restore pavement and surface material. The Engineer shall be responsible for the integrity of the backfill and surface restoration for a period of three years. Install a marker ribbon throughout the backfill.
 - v. Provide complete restoration of work site and landscape to equal or better condition than before excavation.
 - vi. Plot utility location position information on the Utility Layout sheet and identify the vertical elevation and sealed by the responsible Surveyor. This information will be provided in the latest version of Micro Station or Geopak format used by the State. The electronic file will be delivered via file share links.

EXHIBIT “B”
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

ADDITIONAL SURVEY RESPONSIBILITIES

A. TRAFFIC CONTROL:

The SURVEYOR shall control traffic in and near surveying operations adequately to comply with provisions of the latest edition of the TxDOT Manual on Uniform Traffic Control Devices – Part VI and the latest edition of the Occupational Safety Manual both of which can be found on the TxDOT internet site.

In the event field crew personnel must divert traffic or close traveled lanes, a Traffic Control Plan based upon principles outlined in the latest edition of the TxDOT Manual on Uniform Traffic Control Devices – Part VI shall be prepared by the SURVEYOR and approved by the ENGINEER prior to commencement of field work. A copy of the approved plan shall be in the possession of field crew personnel on the job site at all times and shall be made available to the ENGINEER for inspection upon request.

B. INVOICING:

Payment requests shall include a SURVEYOR’s invoice. With each payment request, the SURVEYOR shall submit a project status report which will, as a minimum, include the percentage of total work complete as of the date of the payment request and a description of current work activity. The percentage of total work complete shall not be based simply on the percentage of funds expended, but shall be based on the best judgment of the SURVEYOR as to the percentage of actual work complete.

C. EASEMENTS, LETTERS OF PERMISSION, ETC.

The SURVEYOR shall be responsible for delineating easements. The SURVEYOR will be responsible for securing the necessary legal instruments and obtaining all Right-of-Entries (ROEs).

D. MEETINGS:

The ENGINEER shall setup the necessary meetings with the SURVEYOR in order to assure all field information is provided on-time and products are delivered in accordance with TxDOT’s/LPA’s specifications. SURVEYOR must attend all meetings involving data provided if requested by ENGINEER.

E. PROJECT MANAGER/SURVEYOR COMMUNICATION:

The SURVEYOR shall designate one Texas Registered Professional Land Surveyor (RPLS) to be responsible throughout the project for project surveying coordination and all communications, including billing, with the ENGINEER.

F. OFFICE LOCATION:

The SURVEYOR will perform the services to be provided under this agreement out of a local office and have a crew available to perform requested tasks within 24 hours of request. The coordinating SURVEYOR’s Project Manager (RPLS) shall be accessible at all times and working from the local office.

PROJECT MANAGEMENT

(Function Code 164)

MEETINGS, COORDINATION & SUPPORT FOR PROJECT MANAGEMENT:

The ENGINEER shall assist and coordinate with LPA staff for meetings and coordination efforts with all relevant entities (i.e. County, Regional Mobility Authority, Texas Department of Transportation, Metropolitan Planning Organization, etc...) and other affected parties. The Engineer shall coordinate with the LPA’s staff on all Project related items.

EXHIBIT “B”
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

ADDITIONAL RESPONSIBILITIES

EASEMENTS, LETTERS OF PERMISSION, ETC.:

The ENGINEER shall be responsible for delineating easements. The ENGINEER will be responsible for securing the necessary legal instruments.

MEETINGS:

Meetings may be held with the FHWA, State Officials, local governments, property owners, utility owners, railroad companies, other consulting firms, etc., as needed or required by the LPA. The ENGINEER shall coordinate through the LPA for the development of this project with any local entity having jurisdiction or interest in the project (i.e., city, county, etc).

SPECIFICATIONS, SPECIAL PROVISIONS, SPECIAL SPECIFICATIONS:

Use the State's standard specifications or previously approved special provisions and/or special specifications. If a special provision and/or special specification is developed for this project, it shall be in the State's format and incorporate references to approved State test procedures.

PROJECT MANAGER/ENGINEER COMMUNICATION:

The ENGINEER shall designate one Texas Registered Professional Engineer to be responsible throughout the project for project management and all communications, including billing, with the LPA's Director. Any replacements to the ENGINEER's designated Project Manager/Engineer must be approved by the LPA.

Engineering documents produced for the department's engineering projects shall be signed, sealed and dated or CADD sealed in accordance with Administrative Order No. 5-89 and Administrative Circular No. 26-91.

DESIGN RESPONSIBILITIES:

The ENGINEER is responsible for design errors and/or omissions that become evident before, during or after construction of the project. The ENGINEER's responsibility for all questions arising from design errors and/or omissions will be determined by the LPA and all decisions shall be final and binding. This would include, but not necessarily be limited to:

1. All design errors and/or omissions resulting in additional design work to correct the errors and/or omissions.
2. Preparation of design documents and detail drawings necessary for a field change due to design errors and/or omissions.
3. Revision of original tracings to the extent required for a field change due to design errors and/or omissions.

The ENGINEER shall promptly make necessary revisions or corrections resulting from the ENGINEER's errors, omissions or negligent acts without additional compensation. Acceptance of the work by the LPA will not relieve the ENGINEER of the responsibility for subsequent correction of any such errors or omissions or for clarification of any ambiguities.

EXHIBIT “B”
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

DOCUMENT AND INFORMATION EXCHANGE:

Data, Plan Sheets, General Notes and/or Specifications provided to the LPA shall be furnished via file share links complete with a table of contents on what is transmitted. The Table of Contents shall indicate the locations of files within the directory structure of the documentation.

General Notes and specifications shall be provided in the latest Office 365 file formats (.docx, .xlsx, etc...). Plan sheets shall be provided in Microstation Open Roads Designer (ORD)/Power GEOPAK format. PDF copies of plan sheets shall also be provided.

Two copies of the documentation shall be provided to the LPA.

If required, the ENGINEER shall provide to the LPA, a CD that contains all the plan sheets for the project. The graphics tape shall be compatible with the LPA’s computer system.

PROPOSAL TIME:

The time indicated in the proposal and the contract shall include time necessary for reviews, approval, etc.

OFFICE LOCATION:

The ENGINEER will perform all services to be provided under this agreement out of their office located at: 2805 Fountain Plaza Blvd., Suite B, Edinburg, Texas 78539



"Exhibit D"
Fee Estimate

Freddy Gonzalez Drive Roadway Project - City of Edinburg

Freddy Gonzalez Drive (From Closner to I-69C) City of Edinburg		MANHOURS											Total Hours	Total Line Item Cost
		Senior Proj. Manager/ Principal	Project Manager	Project Engineer	Utility/ Environ. Manager	Sr. Environ. Specialist	EIT	Senior Engineering Tech	Environ. Specialist II	Env. Spec. I/GIS Operator	Engineering Tech	Admin/ Clerical		
TASK														
	Environmental Tasks													
1	Data Collection	2	2	8	24	80	80		24	24	8	16	268	\$ 26,444.96
2	Project Management & RGVMPD/TxDOT/FHWA Coordination	2	2	4	16	80				16	8	8	136	\$ 15,633.28
3	CE Environmental Clearance		2	4	124	200				16	8	8	362	\$ 44,593.04
4	Environmental Work Plan (WPD I, II, & III)				4	8			8	4		2	26	\$ 2,727.52
5	Technical Report-Surface Water Analysis				4	20			8	4			36	\$ 4,117.44
6	Technical Report-Species Analysis				4	20			8	4			36	\$ 4,117.44
7	Technical Report-Cultural Resources				16	48			108	56			228	\$ 22,971.36
7	Technical Report - Hazardous Materials Initial Site Assessment				4	40				8			52	\$ 6,185.60
7	Technical Report - Community Impacts				4	40				8			52	\$ 6,185.60
8	Public Involvement	2	10	20	40	90	6	6	40	12	8	4	238	\$ 27,765.12
	Subtotal (Environmental)	6	16	36	240	626	86	6	196	152	32	38	1434	\$ 160,741.36
	Schematic, Survey & Planning Tasks													
9	Topographic Design Survey	SUBCONSULTANT SURVEY COST												\$ 41,920.00
10	Subsurface Utility Engineering (SUE) Level A (Est. 15 holes)	SUBCONSULTANT SURVEY COST												\$ 13,630.00
11	Schematic Development Through TxDOT Approval	18	62	84	46		126	116			200		652	\$ 64,818.00
12	H&H Report/Hydrologic Map	8	20	46	18		74	88			100		354	\$ 34,153.88
13	Level of Service Analysis (TxDOT Schematic Requirement)	SUBCONSULTANT TRAFFIC COST												\$ 25,000.00
14	Traffic Projection Development (Off-System Rdwy - TxDOT Schem Requirement)	SUBCONSULTANT TRAFFIC COST												\$ 22,000.00
15	Advanced Planning, Agreement & Funding Coordination	4	26	30	30				16	8			114	\$ 14,931.28
16	Project Management, Coordination & Meetings	2	14	18	18		18						70	\$ 8,653.04
	Subtotal (Schematic, Survey & Planning)	32	122	178	112	0	218	204	16	8	300	0	1190	\$ 225,106.20
	TOTAL	38	138	214	352	626	304	210	212	160	332	38	2624	
Labor Hours		38	138	214	352	626	304	210	212	160	332	38	2624	
Contract Rate		\$ 165.40	\$ 152.16	\$ 138.92	\$ 132.32	\$ 125.00	\$ 72.76	\$ 96.32	\$ 95.00	\$ 82.04	\$ 71.55	\$ 55.04		
Total Labor Costs		\$ 6,285.20	\$ 20,998.08	\$ 29,728.88	\$ 46,576.64	\$ 78,250.00	\$ 22,119.04	\$ 20,227.20	\$ 20,140.00	\$ 13,126.40	\$ 23,754.60	\$ 2,091.52	\$ 283,297.56	\$ 385,847.56

LINE ITEM EXPENSES

Total Expenses

GDJ Engineering Total Cost

\$ -

\$ -

\$ 385,847.56

EXHIBIT “B”



CONTRACT NO.
C-601-24

City Council Approved:
August 20, 2024

To:

Myra L. Ayala, City Manager/Marissa
Mardoqueo Hinojosa, City Engineer/Dayan
Clarice Balderas, City Secretary
Criselda Lozano, Purchasing Manager
Joe Rios, Central Files



From: *M. Tidwell*
Martha Tidwell Legal Assistant
City Attorney's Office
Phone: (956) 388-8923
Email: mjenkins@cityofedinburg.com

Agreement between the City of Edinburg and GDJ Engineering, LLC
for Professional Engineering Services, Pursuant to RFQ 2024-009.

COMMENTS:

08-23-24 Josie, please approve.
08-23-24 Marissa, please have City Manager sign and return to me. Thank you.
08-26-24 Clarice, please attest and return all originals to me for further processing.
08-26-24 Cris, attached is the 1295 for processing. VIA EMAIL ONLY.
08-26-24 Dayan, for your files. VIA EMAIL ONLY.
08-26-24 Joe, an original/counterpart for Central Files

C-601-24



MEMORANDUM

DATE: 08/22/2024
TO: Myra L. Ayala, City Manager
FROM: Mardoqueo Hinojosa, P.E., City Engineer



SUBJECT: AGREEMENT – GDJ ENGINEERING – RFQ NO.2024-009

Agreement between the City of Edinburg and GDJ Engineering for On Call Professional Engineering Services Rotation 2024-2026 Pursuant RFQ No. 2024-009.

Attachments requiring signatures:

- (1) – Agreement
- (1) – Form 1295

☒ Approved by City Council on 08/20/2024.

City Council approved final form of the agreement on _____.

☐ Approval by City Council not required

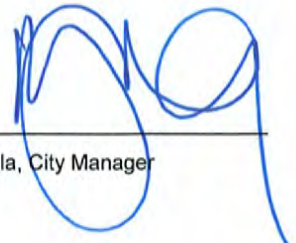
☐ Meets purchasing requirements

☐ This item is Budgeted

N/A Right-of-way Dedication Exhibits completed and valid (including insurance certificate, if applicable)

Please review and let me know if you have additional questions.

Reviewed by: 
Josephine Ramirez Sols, City Attorney

Approved by: 
Myra L. Ayala, City Manager

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

**AGREEMENT BETWEEN THE CITY OF
EDINBURG AND GDJ ENGINEERING
FOR PROFESSIONAL ENGINEERING
SERVICES PURSUANT RFQ NO. 2024-
009**

The City of Edinburg, Hidalgo County, Texas, a municipal corporation, (hereinafter “City”) and **GDJ Engineering** (hereinafter “Consultant”), are the parties to this Agreement.

RECITALS

WHEREAS, City has authorized staff to request proposals for the On-Call Professional Services, the Consultant shall provide for specific projects as may be requested by the City. Such services shall be defined, scheduled, and authorized in subsequent Task Orders. Services may include, but not be limited to Engineering, professional services, and or other as-needed services as stated in Exhibit “A”, and

WHEREAS, Consultant has the professional knowledge and abilities to perform the professional engineering and professional services; and

WHEREAS, City desires to engage Consultant to render services in connection therewith:

NOW, THEREFORE, City and Consultant do mutually agree as follows:

SECTION I
EMPLOYMENT OF CONSULTANT

A. City agrees to employ Consultant to furnish and provide the Services, as stated in this agreement and **Exhibit “A”**. Upon receipt of Services to the City’s satisfaction, the City agrees to pay Consultant as stated in this Agreement.

SECTION II
SERVICES OF CONSULTANT

A. The Consultant shall, in the scope of his work, perform the Services identified in **Exhibit “A”** of this document. City shall provide Consultant with authorization to proceed, after execution of this Agreement.

B. Nothing contained in this Agreement is intended by the parties to create a partnership or joint venture between the parties, and any implication to the contrary is hereby expressly disavowed. It is understood and agreed that this Agreement does not create a joint enterprise, nor does it appoint either party as an agent of the other for any

purpose whatsoever. Except as otherwise specifically provided herein, neither party shall in any way assume any of the liability of the other for acts of the other or obligations of the other.

SECTION III **RESPONSIBILITY OF THE CITY**

- A. City will facilitate Consultant's work with the following tasks:
1. Provide Consultant with its requirements for the Services.
 2. Assist Consultant by providing information reasonably available to the City and pertinent to the Services.
 3. Facilitate access to and make provisions for Consultant to enter upon public property as reasonably required for Consultant to perform its Services.
 4. Examine all reports, sketches, estimates, drawings, proposals, and other documents presented by Consultant and render in writing decisions pertaining thereto within a reasonable time so as not to delay the Services of the Consultant.
 5. Give prompt written notice to Consultant whenever City observes or otherwise becomes aware of any defect in Services.
 6. City's representative with respect to interpretation and implementation of the Services and this Agreement will be the City Engineer or such other representative that the City may appoint by written notice to Consultant with whom Consultant will communicate regarding all matters pertaining to this Agreement. Said representative will make all arrangements for consultation by Consultant 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 CONSULTANT**

- A. Consultant shall perform the Services described in **Exhibits "A"**.
- B. Consultant shall perform its services with care, skill, and diligence, in accordance with the applicable professional standards currently recognized by its profession, and shall be responsible for the professional quality, technical accuracy, completeness, and coordination of all reports, plans, information, and other items and Services furnished under this Agreement. Consultant shall comply with all applicable federal, state, and local laws, ordinances, codes, and regulations in performing the

Services. If Consultant fails to meet applicable professional standards, Consultant shall without additional compensation correct or revise any errors or deficiencies, with or without request to do so by the City.

C. Consultant shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of Services furnished by Consultant under this Agreement. Consultant shall keep the City informed of the Services performed under this Agreement. In connection with the performance of the Services by Consultant, Consultant agrees to promptly and fully disclose to City any information regarding the Services as City may request.

D. Consultant will develop and maintain a detailed schedule for completion of the Services. The schedule will be a work plan showing activities to be performed and their sequence; and, in addition, activities will contain duration, manpower required, and estimated cost. A preliminary schedule shall be submitted to the City within ten (10) days after execution of a Job Task Order for review and establishment of the level of detail to be included.

E. Consultant will submit monthly progress data for the reporting period which will include the percentage complete and actual start date and actual finish date for all activities worked on by the Consultant during the period. Any changes in delivery dates will be reported. Other information, such as actual hours expended, will be furnished monthly, or as requested, by the City. If requested by the City, schedule update meetings will be held to discuss the results of schedule analysis and necessary action to meet the requirements of the schedule.

F. Consultant shall perform Services necessary to accomplish the work specified in this Agreement, in accordance with this Agreement.

G. City's review or approval of reports, and other services furnished hereunder shall not in any way relieve Consultant of responsibility for the technical adequacy of the work. Neither City's review, approval, or acceptance of, nor payment for any of the Services shall be construed as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

H. Consultant shall be and shall remain liable, in accordance with applicable law, for all damages to City caused by Consultant's negligent performance of any of the Services furnished under this Agreement. Consultant shall not be responsible for any time-delays in the project caused by circumstances beyond Consultant's control.

I. Consultant's obligations under this clause are in addition to the Consultant's other expressed or implied obligations under this Agreement or state law and in no way diminish any other rights that City may have against Consultant for consultant's errors or omissions.

J. All reports, drawings, plans, and other documentation pertaining to the Services become the property of City.

SECTION V

PAYMENT AND FEES

City agrees to pay Consultant for recommendations, reports, design, specifications, and such other services herein contracted for as follows:

A. City hereby agrees to pay a sum not to exceed that which is included in a specific Task Order and authorized by a Notice to Proceed, notwithstanding any contrary indications that may be contained in Consultant's proposal, for services to be performed and reimbursable costs incurred under this Agreement. City shall pay Consultant for services rendered on a lump sum basis pursuant to any specific Task Order and in the manner set forth therein. Consultant shall submit all invoices to City in the manner specified herein. Except as specifically authorized by City in writing, Consultant shall not bill City for duplicate services performed by more than one person. Consultant and City acknowledge and agree that compensation paid by City to Consultant under this Agreement is based upon Consultant's estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Consultant. Consequently, the parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Consultant and its employees, agents, and subcontractors may be eligible. City therefore has no responsibility for such contributions beyond compensation required under this Agreement.

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 Consultant's conduct in the performance or furnishing of Services, or City has incurred costs, losses, or damages resulting from Consultant's conduct in the performance or furnishing of Services, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, and non-compliance with Laws and Regulations;

b. Consultant has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with Services and related work;

c. Consultant has failed to provide and maintain required insurance;

d. 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 Consultant immediate written notice stating the reasons for such action and the specific amount of the reduction, and promptly pay Consultant any amount remaining after deduction of the amount so withheld. City shall promptly pay Consultant the amount so withheld, or any adjustment thereto agreed to by City and Consultant, if Consultant remedies the reasons for such action. The reduction imposed will be binding on Consultant unless it duly submits written notice contesting the reduction within 30 days of receiving City's written notice.

D. All fees payable to Consultant under this Agreement shall be made in full, and without any withholding, deduction, or offset of any state or federal withholding taxes, FICA, SDI, or income taxes, nor shall the City be obligated to pay any of Consultant's employees' taxes. Consultant hereby covenants and agrees that it shall be solely responsible for all taxes, withholding, FICA, SDI, and other similar items (both employee and employer portions) with respect to all fees paid by the City under this Agreement, and agrees to indemnify and hold the City harmless with respect to such taxes and withholding.

E. Consultant and its employees shall not be eligible for, participate in, or be entitled to compensation in lieu of any insurance, benefit, retirement, or other plan or program provided by the City to its employees.

F. Consultant 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 Consultant to make changes within the scope of the Services or to perform extra work. If any request by the City for a change or extra work causes an increase or decrease in the cost or the time required for performance of the work, or any change to this Agreement, Consultant shall, within fourteen (14) days from the date it receives the City's request, unless the City Engineer grants additional time in writing, submit in writing a proposal for accomplishing such changed or extra work. This proposal shall define, if applicable, any increase or decrease in cost or time of completion or other change to this Agreement. The City must approve

any change orders, pursuant to the City's Code of ordinances and policies and procedures and any other applicable laws of this State, before making the changes. The City will not be liable for any costs incurred by Consultant 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 Consultant following termination or expiration of this Agreement as defined below, the Consultant shall deliver to the City a release in form and substance satisfactory to the City, discharging it and its officers, agents, and employees of all 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) two (2) years from the date of execution or (ii) until the Services are declared complete in a written instrument signed by the City Engineer and the City Manager. The City shall have the right, in its sole discretion, to extend the term of this Agreement for an additional year upon approval from the City. If approved by City, City shall provide Consultant with a written notice of the approval of the extension.

B. City may terminate this Agreement upon giving 30 days' prior written notice thereof to Consultant. In addition, City shall have the right, upon written notice, to cancel this Agreement immediately if, in the City's sole judgment, the Services rendered by Consultant breach or violate any of the provisions of this Agreement.

C. Upon termination or completion of this Agreement, City shall have no liability to Consultant except for charges for Services performed by Consultant and accepted by the City prior to receipt of notice of termination or cancellation. The terms and conditions in this Agreement that by their sense and context are intended to survive the performance hereof by either or both parties hereunder shall so survive the termination, cancellation, or completion of performance of this Agreement.

D. Upon termination or completion of Consultant's Services hereunder or at such other time as may be requested by City, Consultant shall return to City within ten (10) days of termination, completion, or request all documents, records, notebooks, including copies thereof, whether prepared by Consultant or others, in Consultant's possession and related to the Services.

E. The City reserves the right to suspend work on the Services, with or without cause, in whole or in part, upon giving notice to Consultant. Consultant shall resume the Services so suspended when directed to do so by the City. The City shall have no liability to Consultant except for charges for Services performed by Consultant and accepted by the City prior to receipt of notice of suspension of Services. If only a portion of the Services are suspended, Consultant shall be compensated only for Services of which are not suspended and are actually performed during such suspension.

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

Consultant shall be adequately insured and carry liability, workers compensation, automobile insurance and professional liability for injury to its employees and others incurring loss or injury as a result of the acts of Consultant or its employees. In accordance with City ordinances, Consultant shall be required to hold the following minimum insurance coverage throughout the duration of this agreement:

- A. Workers Compensation
In accordance with State statute.
- B. Comprehensive General Liability
 - 1. Bodily Injury
 - \$250,000 each person
 - \$500,000 each occurrence
 - 2. Property Damage
 - \$100,000 each occurrence
 - \$100,000 each aggregate

or \$500,000 combined single limits
- C. Comprehensive Auto Liability
 - 1. Bodily Injury
 - \$100,000 each person
 - \$500,000 each occurrence
 - 2. Property Damage
 - \$100,000 each occurrence
 - \$100,000 aggregate

or \$500,000 combined single limits
- D. City's Protective Liability

1. Bodily Injury
\$250,000 each person
\$500,000 each occurrence
2. Property Damage
\$100,000 each occurrence
\$100,000 each aggregate

or \$500,000 combined single limits

E. Professional Liability

1. Professional
\$1,000,000 per claim and in the aggregate

F. Evidence of the above insurance coverage is attached as Exhibit "B" and the City of Edinburg shall be listed as an additional insured.

G. If at any time and for any reason Consultant fails to provide, maintain, keep in force and effect, or deliver to the City proof of, any of the insurance required and such failure continues for ten (10) days after Notice thereof from City to Consultant, City may, but shall have no obligation to, procure single interest insurance for such risks covering City (or, if no more expensive, the insurance required by this Agreement), and Consultant shall, within ten (10) days following City's demand and Notice, pay and reimburse City therefor with interest at Prime Rate plus 2%, the Prime Rate being that in place on the date of Notice, from the date of payment by the City until repayment of City in full by Consultant.

H. With respect to each and every one of the insurance policies required to be obtained, kept, or maintained under the terms of this Agreement, on or before the date on which each such policy is required to be first obtained and at least fifteen (15) days before the expiration of any policy required hereunder previously obtained, Consultant shall deliver evidence reasonably acceptable to City showing that such insurance is in full force and effect.

I. Consultant hereby agrees as follows:

1. To punctually pay or cause to be paid all premiums and other sums payable under each insurance policy required to be obtained, kept, and maintained pursuant to this Lease;
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 Lease 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 expenses.

SECTION X

INDEMNIFICATION

A. To the maximum extent allowed by law, Consultant 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 Consultant, its agents, officers and employees, carried out in furtherance of this Agreement.

B. Consultant agrees to assist City in defense of claims or litigation brought against the City related to this project, including any claims related to design or any other services provided by consultant regarding this agreement.

SECTION XI

LIMITATION OF LIABILITY

A. Consultant agrees to limit the City's liability arising from City's acts, errors, or omissions such that the total liability of City shall not exceed Consultant's total fees paid by the City to Consultant for the Services rendered pursuant to the Task Order which is the subject matter of the claim. Consultant 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, Consultant'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. Consultant represents that there is no action, proceeding, inquiry, or investigation, at law or in equity, before any court, arbitrator, governmental or other board or official, pending to the best knowledge of Consultant threatened against or affecting the Consultant or any subsidiaries of the Consultant, questioning the validity or any action taken or to be taken by the Consultant in connection with the execution, delivery, and performance by the Consultant of this Agreement to which the Consultant may be a party or seeking to prohibit, restrain, or enjoin the execution, delivery, or performance by the Consultant hereof or thereof, where in an unfavorable decision, ruling, or finding (i) would adversely effect the validity or enforceability of, or the authority or ability of the Consultant to perform, its obligations under this Agreement to which the Consultant may be party or (ii) would have an adverse effect on the consolidated financial condition or results of operations of the Consultant or on the ability of the Consultant to conduct its business as presently conducted or as proposed or contemplated to be conducted.

SECTION 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 Consultant:

Address

City, State Zip Code

Attn.: Contact

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

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

Section XXI

Notice of Governing Law for State and Federal Grant Projects

The Consultant agrees to abide by all applicable laws and regulations and to make all applicable records and other documentary data available at any time for the purpose of an audit and to ensure compliance with relevant State and federal laws, including but not entirely limited to, those provisions found any future Job Task Orders.

EXECUTED by the parties in triplicate originals on this 20th day of August, 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

GDJ ENGINEERING

BY: _____

Lydia Macheska
President
2805 Fountain Plaza Blvd., Ste. B
Edinburg, Texas 78539
Phone: (956) 603-2025
Email: lydia@gdjeng.com

Attachments: Exhibit "A" RFQ 2024-009, Scope of Services and Proposal
Exhibit "B" Insurance

**EXHIBIT "A" TO AGREEMENT BETWEEN THE CITY OF EDINBURG AND GDJ
ENGINEERING FOR PROFESSIONAL ENGINEERING SERVICES PURSUANT TO
RFQ NO. 2024-009**



RFQ No. 2024-9 Engineering Services Rotation for the City of Edinburg

Due Date & Time: Tuesday, July 16, 2024 at 3:00 p.m.

**ELECTRONIC
COPY**

Prepared By:



Engineering

2805 Fountain Plaza Blvd., Ste. B
Edinburg, TX 78539
(956) 603-2025

TRANSPORTATION UTILITIES DRAINAGE ENVIRONMENTAL STRUCTURAL
PROJECT MANAGEMENT ENGINEERING DESIGN CIVIL CONSTRUCTION
WATER WASTE WATER DESIGN PROJECT MANAGEMENT CONSTRUCTION

July 16, 2024

Mr. Mardoqueo Hinojosa – City Engineer
City of Edinburg
C/o City Secretary Department (1st Floor)
415 W. University Dr.
Edinburg, Texas 78539

**Re: Request for Qualifications – “Engineering Services Rotation for the City of Edinburg”
RFQ No. 2024-9**

Dear Mr. Hinojosa,

On behalf of the GDJ Team and as Legal Representative of GDJ Engineering LLC, who will be the prime consultant (executor of the contract), we enthusiastically submit this Statement of Qualifications to provide **Professional Engineering Services** to the City of Edinburg.

As you are aware, the City of Edinburg is a major retail and educational hub of the Rio Grande Valley connected to I-69C. Along with the commercial aspects of your infrastructure needs, the retail and residential aspects of the City of Edinburg are rapidly growing. All growth trends in the city indicate that there will be a need for transportation and drainage infrastructure upgrades to efficiently move heavy commercial traffic to stimulate the local economy, and expand local roads to ensure the safety of the traveling public.

GDJ has been in existence since 2017 with three (3) principals consisting of Mrs. Lydia Macheska as President, Mr. Robert Macheska as Executive VP/COO and Mr. Christopher Rodriguez as Vice President. GDJ staff have been involved in project development, civil engineering, design, utility coordination, environmental analysis, and construction management in the Rio Grande Valley for over 20 years and has a combined experience of over 85 years. Key staff are native to the region, are completely familiar with the challenges posed by regional transportation and drainage issues and have developed comparable projects in the region and the state. Additionally, key staff have been intimately involved with all individual MPO's in the region, as well as the merging of the three MPO's into the current RGVMPO. In addition, we are headquartered in the City of Edinburg so we are completely invested in the City's economic growth and transportation needs.

For more than thirteen years, GDJ staff has served in an advisory position providing coordination services for various governmental entities at the local MPOs, including the City of Edinburg, the City of Mission, Hidalgo County, Hidalgo County RMA, Cameron County, and CCRMA. Duties included developing strategic plans, cost estimates, project concepts, and coordinating with staff and elected officials to prioritize local resources and ensure projects were properly programmed on the MPO planning documents.

The team understands local, state, and federal guidelines and requirements to expedite the project development. This includes the process of partnering with TxDOT to develop projects to a “Ready to Let” status where TxDOT will allow a project to utilize state and federal funds for design, Right-of-Way, construction, and construction engineering and Inspection. GDJ staff is also proficient with the coordination

of Economically Disadvantaged County or Advanced Funding Agreements with TxDOT to ensure the maximum reimbursement for project related expenses.

The GDJ Team is committed to providing excellent service to the City of Edinburg by providing accurate estimates to ensure expeditious and efficient project development. The team would use all available resources to ensure the project is shovel ready, constructed on time, within budget, and of the highest quality to maximize the benefit to the local taxpayer.

The GDJ Team also commits that all contents of this Statement of Qualifications (SOQ) are valid for at least 90 days beyond the July 16, 2024 deadline for submission. GDJ has read the sample Professional Services Agreement and the firm will meet the prerequisite insurance requirements, and, if selected, the firm agrees to enter into such agreement.

On behalf of the GDJ Team, I would again like to thank you for the opportunity to be of service to the citizens of the City of Edinburg and to help you meet our community's infrastructure needs. As legal representative of the GDJ Team, I am able execute any necessary contract documents with the City of Edinburg and serve as the authorized person to legally bind the GDJ Engineering Team to the representations put forth in this SOQ. Should you have any questions or require additional information, please do not hesitate to contact me, Robert Macheska, P.E. at (956) 603-2025.

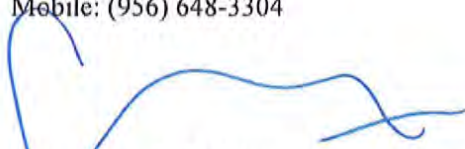
Sincerely Yours,



Lydia Macheska
President
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lydia@gdjeng.com
2805 Fountain Plaza Blvd.
Ste. B, Edinburg, Tx 78539
Hidalgo County
Office: (956) 603-2025
Mobile: (956) 648-3304



Robert Macheska, P.E., CFM
Executive VP/COO
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Christopher R. Rodriguez, P.E., CFM
VP/Director of Engineering
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Hidalgo County
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Mobile: (956) 463-1072

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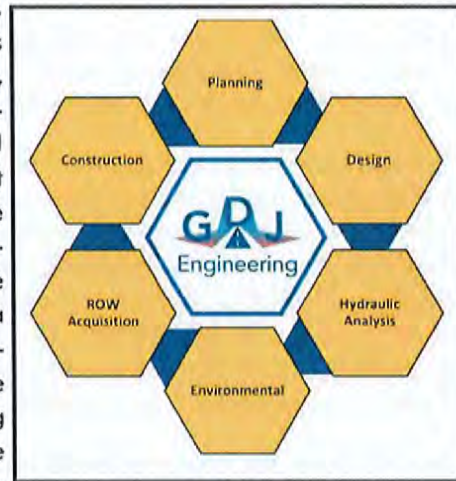
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Firm Qualifications & Experience



GDJ Engineering, LLC (GDJ) is a diverse, multi-discipline engineering firm based in Edinburg, Texas at 2805 Fountain Plaza Blvd, Suite B. GDJ was formed in 2017 and currently consists of twelve (12) full time employees that possess experience and knowledge in a wide variety of fields including street infrastructure evaluation and improvements, pavement management and improvements, erosion and sediment control design, hydrologic analysis and design, transportation planning/evaluation, traffic engineering services, traffic signal design, highway/civil, structural/bridge, environmental engineering services, and construction management.

GDJ personnel have a combined experience of over 85 years. Our engineers, designers, and environmental scientists possess the knowledge for planning, design, environmental analysis, construction, and management of the transportation infrastructure critical to the growth of our region and the state. The GDJ team is equipped to work individually or in a team environment to establish concepts, set project goals, and deliver measurable results to every assignment. As project constraints and challenges arise, our staff thrives in bringing innovative ideas to the table for creating an opportunistic solution. We believe in a balanced design concept which meets the operational objectives, produces sustainability for tomorrow, context sensitive solutions and adherence to a time-sensitive budget. Achieving these results require empowering our staff to develop unique ideas which add value for our clients and maximize their investment. GDJ staff has developed projects with a variety of public entities including local cities, counties, Regional Mobility Authorities (RMAs), Metropolitan Planning Organizations (MPOs), and the Texas Department of Transportation (TxDOT). GDJ's managerial staff is pre-certified by TxDOT in a multitude of categories, brings over 45 years of development, design, environmental and construction experience, and has completed numerous transportation infrastructure projects.



For more than 13 years, GDJ staff has served in an advisory position providing coordination services for various governmental entities at the local MPOs, including the City of Mission, Hidalgo County, Hidalgo County RMA, Cameron County, Cameron County RMA, the City of Laredo, and Webb County. Duties included coordinating with staff and elected officials to prioritize local resources and assure projects were properly programmed on the MPO planning documents. In addition to preparing project fact (budget) sheets and project planning, GDJ staff is proficient in the coordination of Advanced Funding Agreements with TxDOT. These agreements are critical to ensure TxDOT review of engineering and environmental documents. Proper coordination by firm staff of advanced planning ensured local reimbursement for locally administered projects with state and federal funding. Additionally, an analysis of existing projects sometimes allowed for projects experiencing delays to be adjusted to allow "shovel ready" projects to be constructed. Expediting the letting of projects often results in a savings in construction cost due to avoidance of escalation.

It is GDJ's philosophy to provide the client with the most technically competent, timely and cost effective work product possible. GDJ believes in open communication with the client and understands that direct and constant lines of communication are imperative for a project's success; both in schedule and budget. The GDJ Project Management Team operates under a multi-faceted strategy to avoid unexpected cost escalations and overruns; as a result, projects bid out in the past 30 months have been consistently within +/- 5% of the engineers estimate for various clients. This has become especially important with current

supply chain shortages and recent escalation of oil and steel prices. The GDJ Team constantly monitors the latest bid prices through several sources: TxDOT 1 month rolling averages, CIVCAST, local county & city lettings to ensure the accuracy of our estimates.

Beginning with high quality survey and subsurface utility data, combined with extensive experience with field conditions a high-quality plan set is the first defense against these issues. During the project development process the team begins with a preliminary estimate for the purposes of budgeting funding needed from the Local Government and the RGVMP. Through the schematic phase and the 30%, 60%, and 90% PS&E process the design team works closely with client to ensure the cost estimates for construction, right-of way, and any needed utility adjustments are as accurate as possible. This allows the GDJ Team to help maximize the amount of funding from the RGVMP throughout the multi-year project development process and reduce the local governments cost.

The GDJ team will strive to provide the City of Edinburg with the quality of service the tax payers deserve. We are a completely local firm in the Rio Grande Valley and understand the area and the engineering needs of the city. In addition, GDJ has all of the latest design software and our team has unique experience with all oversight and auditing entities (TxDOT, FHWA, etc...), with several of our team members having firsthand work experience with said entities.

The GDJ team can meet any specification required and will not enter into any agreement without 100% confidence that the work product will exceed the city's expectations and requirements. GDJ has several projects that are in the process of completion and will be able to concentrate the majority of their time to the City of Edinburg. This will be accomplished with GDJ's team of qualified professionals that are amply prepared to provide the City of Edinburg with outstanding customer service and technical skills. The GDJ team has the proven knowledge and capabilities of providing superior engineering and environmental services to the City of Edinburg.

Mr. Robert Macheska P.E., C.F.M., is GDJ's Program Manager and COO of the company. Mr. Macheska has over 23 years of experience with nine years working directly with TxDOT and 14 years of private sector experience. He has worked on all aspects of project development, from planning and PS&E preparation, Hydrology & Hydraulics Design to construction phase services. His project management and design experience include contract administration, supervision of production staff, QA/QC, utility coordination, sub-consultant management, scheduling, bid document preparation, roadway planning, drainage design, design/PS&E preparation, and public involvement. Mr. Macheska's private sector engineering consulting work has primarily consisted of managing TxDOT Local Government Project Procedures (LGPP) governed projects that have used funds from the Rio Grande Valley Metropolitan Planning Organization (RGVMP) for Preliminary Engineering (PE), Right-of-Way (ROW), Utilities, PS&E, Construction Engineering, and Construction. He is also TxDOT LGPP Certified. Based on his current workload, Mr. Macheska will be able to assign approximately 40% of his time to these projects.



Mr. Christopher Rodriguez P.E., C.F.M. will serve as the TxDOT LGPP Certified Design Services and PS&E Manager and provide Hydrology & Hydraulic (H&H) support. Having previously worked for TxDOT and currently in the consulting engineering sector, this wide-range of experience has provided Mr. Rodriguez with excellent firsthand knowledge of the functionality of multiple government entities. He has experience on various aspects of transportation and drainage projects, from planning and PS&E preparation, H&H Design to construction phase services. His project management and design experience include supervision of production staff, QA/QC, utility coordination, sub-consultant management, scheduling, bid document preparation, roadway planning, drainage design, design/PS&E preparation, and public involvement. Mr. Rodriguez has managed multiple concurrent design projects and production staff with numerous design groups under his direction. Mr. Rodriguez will be able to assign approximately 60% of his time to these projects.

Mr. Anthony Garza will serve as the MPO coordinator and project planning manager to assist with any needed coordination at the RGVMPPO to accelerate the construction of the projects and source any additional state and or federal funds that may be needed for ROW, Construction Engineering, or Construction. Mr. Garza has over 16 years of experience and three years of construction management experience. He has served as the MPO representative for the City of Mission, Hidalgo County, Webb County, and Cameron County. Mr. Garza understands local, state, and federal guidelines and requirements to expedite the project development. This includes developing strategies to expedite the execution of Advanced Funding Agreements (AFA) with TxDOT to ensure review of environmental documents in a timely manner. Mr. Garza possesses a multi-disciplined approach and the necessary skills in project planning and development to successfully bring projects to a shovel ready status, leading to construction. Mr. Garza will be able to assign approximately 60% of his time to these projects.

Ms. Corina Argullin will serve as the Environmental Manager. Ms. Argullin has over 15 years of experience, with extensive knowledge of the NEPA process from planning through construction. She has completed over 28 NEPA clearances under the purview of TxDOT, 13 of which were FONSI's. She has experience in a variety of projects including maintenance/drainage, local/state road expansions, new location roadways, and pedestrian/shared use facilities. Ms. Argullin is proficient in all aspects of public involvement, NEPA documentation, agency coordination, and environmental permitting. Her management experience includes supervision of staff and sub-consultants, QA/QC, scheduling, and document review and preparation. She is LGPP and wetland delineation certified. Ms. Argullin understands that the environmental process is the critical path to project construction; therefore, it needs to be completed in a diligent and expeditious manner. Ms. Argullin will be able to assign approximately 65% of her time to these projects.

Mr. Eduardo Ramirez is GDJ's Construction Manager. Mr. Ramirez has over 25 years of experience in maintenance, construction inspection, and project management in various types of construction projects including, but not limited to road, drainage, structural-bridge and vertical construction projects. Mr. Ramirez is TxDOT pre-certified, field and laboratory certified and OSHA safety certified.



The GDJ Engineering Team has the abilities and qualifications to provide the City of Edinburg with the following professional engineering services:

Project Management & Planning Services

- Program & Project Management
- General Program Management (To Ensure Design/Construction Meets Requirements for Reimbursements on Reimbursable Funds Projects)
- Project Management of all Civil, Drainage, & Transportation Projects
- Planning Services

Civil Design Services

- Preliminary Engineering & Hydraulic Analysis
- Geometric Schematic & Typical Sections
- Utility Investigations & Analysis
- ROW Investigations

- Environmental Reports & Public Meetings
- Geotechnical Investigations
- Plans, Specifications & Estimates (PS&E)
- Geometric, Structural & Pavement Design
- Hydrologic & Hydraulic Design
- Environmental Design (SWPPP, EPIC Sheets)
- Traffic Design (Traffic Counts, Analysis of Traffic Movements)
- Design Packaging (Specifications, Construction Estimates, General Notes, Special Provisions)
- Bid Assistance
- Preparation of Bid Package, Bid Announcement, Review of Bidder Information, Bid Award

The GDJ Team members have developed multiple projects with governmental agencies including: City of Pharr, City of Mission, Cameron County, Cameron County Regional Mobility Authority (RMA), Hidalgo County, Hidalgo County RMA, Hidalgo County Drainage District #1 and TxDOT (Pharr and San Antonio Districts). In addition, our team members have directly coordinated with multiple regulatory agencies such as the TxDOT, U.S. Army Corps of Engineers, U.S. Fish and Wildlife Service, Texas Commission on Environmental Quality, Texas Historical Commission, and many others. Currently, the GDJ Team has no past or pending litigation against or involving its agents or employees with respect to any work we have performed.

The GDJ team has experience and understanding in the overall process from planning to construction, including the intricate technical details necessary for the successful completion of a project. The comprehensive project steps include evaluating the existing ROW and utilities, identifying environmental constraints, delineating drainage areas, evaluating and optimizing a drainage plan, developing preliminary plans and estimates for the proposed improvements, alternatives analyses, completing the environmental process, and finalizing the plans and estimates. The GDJ team is also prepared to complete any geotechnical studies associated with the project and is fully staffed to oversee the construction of the projects. The team will coordinate with the city throughout the entire process to ensure their needs and concerns are addressed.

The GDJ Team will assure the quality of deliverables, engineering services, and environmental services by implementing a proven project specific QA/QC work plan based on the following principles: Knowledge/Experience, Coordination/Communication, Constructability Review, Accuracy/Completeness, and Thorough Design/Environmental Schedules.

The team has the experience and resources necessary to deliver projects with accelerated schedules, as necessary. Additionally, the team is TxDOT pre-certified in all categories associated with these efforts and can develop plans and environmental documentation in accordance with TxDOT/FHWA standards for review by these agencies. GDJ assures the city that all staff included in the proposal for this pursuit will have sufficient availability to complete projects on time and within the proposed budget. The overall commitment that the GDJ Team provides to our projects is unsurpassed. Our attention to detail and rapid response to issues is a staple of the GDJ Team Philosophy, as we have an excellent track record for successful projects and extremely satisfied clients.

As a local firm with staff from all areas of the Rio Grande Valley, the GDJ team is familiar with the City of Edinburg and its geographic attributes. The GDJ office is located just south of the Canton Road and McColl Road intersection within the city of Edinburg and the principals live within 10 miles of the office. As persons who both live and work in the area, city projects are of great interest to the team.

The GDJ Team is familiar with local, state, and federal requirements for projects that are constrained by a funding source/oversight agency. The coordination of these items early in project development can serve to accelerate the path to construction for the city and conserve local tax dollars. GDJ understands the importance and is highly experienced in keeping projects within their assigned budget. GDJ Staff uses a proven combination of planning, scheduling, and coordination to ensure projects adhere to the assigned budget. The team analyzes the existing funding and budget for the project and identifies any potential issues early in the process. The team would then coordinate with the city to discuss and address options and alternatives that would best suit the city's needs. GDJ creates realistic project and environmental schedules to ensure sufficient progress. These schedules are discussed with the city and TxDOT to agree upon major project milestones and document review/response times. If necessary, our planning department has experience in securing the necessary funding to successfully complete projects.



Advanced Project Development (APD)

The APD portion of the project involves conducting preliminary studies and research necessary to make informed decisions about the various aspects of the project. Route and design studies involve the development of different alternatives to achieve the desired result. These alternatives are compared to each other on the basis of various environmental, social, and economic as well as political factors and the alternative that results in the least amount of adverse effects and/or the greatest amount of benefit to the general public is selected as the preferred alternative.

There are several types of information that are gathered during this phase of project development and one of the first is surveying information. During the route study phase, only general surveying information is gathered. A land ownership map can be developed for use in placing alternative alignments and sporadic elevations can be obtained to determine the general lay of the land.

An aerial photograph of the project location can also be obtained for use during the public involvement phase. Once a preferred alternative is selected, then design surveys are completed and used for the design of the proposed facility. A digital terrain model is developed and topographic information is gathered on existing features.

The ROW information that is gathered during this phase will also be used during acquisition. Parcel sketches and a ROW map are developed by a registered public land surveyor and turned over to the acquiring agency only after an environmental clearance has been issued, in the case of state or federally funded projects, or after the city feels that a preferred alternative exists. The parcels are appraised and negotiations with the property owners begin.

Environmental information is also gathered during this portion of the project development process. Any "fatal flaws" such as cemeteries, parks, or hazardous material sites, are identified and mapped accordingly to attempt to avoid or minimize impacts. Also, any potentially occurring endangered species are identified and an evaluation is made whether potential habitat is present within the project. If so, each alternative's effects on that habitat are evaluated.

Roadway/Highway

The GDJ team has a thorough understanding of TxDOT Design Division's Operations and Procedures Manual (hereinafter referred to as the Design Manual). The Design Manual establishes the policies for operations and procedures for preliminary project planning and development; geometric design; base and pavement design; and preparing plans, specifications, and estimates. It is not all-inclusive and does not establish legal standards for design. It is used to supplement engineering experience, knowledge and judgment. AASHTO's manual, "A Policy on Geometric Design of Highways and Streets," is used by the team as a supplement to TxDOT's Design Manual for guidance in those areas not included or covered by the Design Manual.

Chapter 4 of the Design Manual provides the guidelines for preparation of resurfacing, restoration, and rehabilitation guidelines. Resurfacing, restoration, or rehabilitation (3R) guidelines are intended to preserve and extend the life of non-freeway classes of roadways. Projects prepared under the 3R guidelines may include safety enhancements, but safety may not be the reason for the initiation of a 3R project. However, if the existing roadway does not meet the minimum criteria under 3R guidelines, Part IV of the Design Manual should be used. Most preventive maintenance and off-system bridge replacement projects are prepared under 3R guidelines. Other improvements, which can be made under RRR guidelines, include minor widening, flattening of steep side slopes, removal of roadside obstructions, rehabilitation or replacement of bridge railings, and approach signing and delineation of bridges.

Environmental Analysis

The GDJ team is knowledgeable of the stringent federal/state rules and regulations required for transportation projects funded with federal money. NEPA requires the analysis of traffic noise, hazardous materials, community impacts, natural resources (i.e. biological, water, and farmland) air quality, cultural resources, and indirect/cumulative impacts. Each of these subjects require studious analysis and technical reporting in accordance with TxDOT guidelines. Early scoping and coordination with the team and stakeholders is critical to assess potential fatal flaws, environmental constraints, and minimize/avoid sensitive areas and species. It is critical to identify any long lead processes and complete early coordination for permitting to avoid delays to the schedule. Throughout the environmental process, public involvement such as public meetings, meetings with affected property owners, opportunity for public hearings, public hearings, noise workshops, and notices of availability may be required. Public Involvement hearings, public hearings, noise workshops, and notices of availability may be required. Public



Involvement has evolved since the COVID-19 pandemic; therefore, the team has adapted to utilizing multiple types of meeting methods that adhere to COVID rules and regulations. The team is experienced in both traditional and virtual PMs/PHs under the scope of TxDOT and FHWA.

The team has extensive experience in working closely with the TxDOT Pharr District and local government sponsors to ensure open communication and transparency. This ensures that the sponsor is included and aware of all activities throughout the process. Prior to preparation and submittal of any reports, the TxDOT Env Toolkit will be reviewed to ensure use of the latest forms, templates, and processes. The entire team has undergone TxDOT ECOS training, which ensures high quality documents, reduces comments, and expedites review. The team also has knowledge and experience in the timing and order of report submittals to maintain an optimum timeline. The team employs a multi-level QA/QC process in every step in the environmental process that ensures the highest quality documents are provided to TxDOT.

Geotechnical and Special Services

Geotechnical studies include slope stability analysis and the Texas Cone Penetrometer Test. These tests are used to design retaining wall structures or deep foundations for bridges. The location of the ground water elevation can also be determined during the Texas Cone Penetrometer Test.

The GDJ Team is very familiar with the local geographic area as is evidenced by the list of projects presented in subsequent sections. All the task leaders have experience working with TxDOT's Pharr District and have gained a thorough understanding of the unique problems that we are faced with in the Rio Grande Valley. One such item is the lack of any appreciable relief in the topography of the area. This problem is less prominent towards the western part of the Hidalgo County, but it is a factor towards the middle and eastern portion of the county. The flat nature of the land causes runoff to drain slowly and usually requires the use of detention basins to prevent flooding problems from occurring. While drainage issues are a problem in some areas, one unique quality of Hidalgo County that is beneficial is the presence of large amounts of material suitable for use in highway construction.

Design and Plans, Specifications, and Estimate (PS&E)

Once a preferred alternative is selected and presented to the public, a design schematic is developed as a precursor to the development of the construction plans. The primary purpose of the Plans, Specifications, and Estimate (PS&E) is to provide a complete and accurate set of contract bid and construction documents. Accuracy is essential in that this will allow for (a) prospective bidders to prepare a cost-effective bid, (b) for construction of the project to be performed efficiently, and (c) for a record of "as-built" of proposed roadway improvements. These roadway projects may require the preparation of a PS&E package, which will be developed in accordance with applicable city and TxDOT specifications and requirements. Guidelines and requirements include the TxDOT "Operations & Procedures Manual" – Part IV (Urban Design Criteria) and Part V, (PS&E Submissions), the TxDOT "Bridge Design Guide" and "Bridge Detailer's Manual", the TxDOT "Hydraulic Design Manual", AASHTO "Roadside Design Guide" and Specifications for Streets and Bridges", EPA "Stormwater Management Requirements", the "Texas Manual of Uniform Traffic Control Devices" and the various City of Edinburg and/or TxDOT roadway, traffic, and bridge standards.

Preliminary reports might be required by TxDOT or FHWA such as bridge scour reports, preliminary bridge layout submittals and hydraulic reports. Preliminary meetings, such as a preliminary concept conference where all major stakeholders are invited, and the general purpose/need for the project is

discussed are important steps in developing the required design criteria. TxDOT "Operations/Procedures Manual", Part IV (Urban) and AASHTO's "Policy on Geometric Design of Highways and Streets" are used to develop the final criteria. The design criteria is essentially refined from the APD stage and is based on ADT, terrain type, and design speed, from which are determined the cross-sectional geometrics such as lane width, medial type/width, shoulder width, bridge width, side slopes/ditch section, obstruction clearance, and ROW width. The criteria for horizontal (max curve) and vertical (max grade) roadway alignment must also be determined.

With respect to hydraulic design, a preliminary site evaluation, including identifying topo/existing ROW, drainage areas, primary/secondary drainage systems, FEMA flood plain requirements, and mitigation issues is conducted to determine possible solutions to the various design problems. GDJ will strive to gather data via on-site investigations to ensure PS&E production is based on accurate and thorough information. This assures sufficient identification of flow patterns, which produces accurate calculation of time of concentration and peak run-offs. The gathering of this on-site information guarantees accurate water surface elevations, as well as thorough knowledge of the flows of the outfall channels. These pro-active on-site investigations target flow obstructions such as channel and roadways, which alter natural drainage patterns which may require mitigation.

Early coordination of project outfall and crossing locations with respective controlling agencies will be essential in determining project drainage requirements. In accordance with the TxDOT "Hydraulic Manual", the existing and proposed sections will be checked for conveyance of the 100 year storm, culverts will be designed for 25 years and inlets/pipes for 2 years and 5 years, respectively. A drainage study will be performed to determine proposed roadway impacts, drainage areas, discharges, FEMA floodway requirements, mitigation issues, culvert locations and sizes, capacity of the existing and proposed structures, design frequency, flow, tailwater and headwater elevations for design and 100-year flood velocities, and anticipated overtopping of the roadway.

Traffic Control Plans (TCP) are included in projects where it is necessary to maintain traffic through the project during construction. Safety is the primary concern when it comes to the development of the TCP. The plans, specifications and estimates together constitute the bidding documents and are thoroughly reviewed for correctness and errors.

Recent Project Experience

PROJECT: Freddy Gonzalez Dr. Hike & Bike Trail

LIMITS: From Closner Blvd. to Raul Longoria Rd.

PROJECT MANAGER: Robert Macheska, P.E., CFM

ENVIRONMENTAL LEAD: Corina Argullin

CLIENT: City of Edinburg

CLIENT REFERENCE: Mardoqueo Hinojosa, P.E., CFM, City of Edinburg (956) 388-8211



PROJECT DESCRIPTION:

GDJ aided in the environmental analysis and document preparation. The scope of the project included providing a new shared-used path for pedestrians and bicyclists along the existing Freddy Gonzalez Dr. The purpose of the project is to improve multi-modal connectivity and access in the project area. Environmental documents included biological resources, section 4(f), water resources, historic resources and archaeological resources. The project is anticipated to be environmentally cleared by August 2024.

PROJECT: Jackson Hike & Bike Trail Phase II

LIMITS: Jackson Rd. to Morris Trail

PROJECT MANAGER: Robert Macheska, P.E., CFM

ENGINEERING DESIGN LEAD: Christopher Rodriguez, P.E., CFM

ENVIRONMENTAL LEAD: Corina Argullin

CLIENT: City of McAllen

CLIENT REFERENCE: Eduardo Mendoza, P.E. City Engineer, (956) 681-1150

PROJECT DESCRIPTION:

The GDJ team is working with the City of McAllen to provide design, environmental, PS&E and construction management for phase II of the Jackson Hike and Bike Trail. The scope of the improvements include providing a 10-foot-wide shared use path and sidewalk. The purpose of the project is to improve multi-modal connectivity and access in the project area. Due to the urbanization and presence of utilities along the existing route, care was taken in the design process to minimize impacts to the properties and utilities. This project includes a pedestrian railroad crossing; therefore, engineers coordinated with the railroad companies to ensure their design standards were met. The project was allocated TASA funds that was set to expire; therefore, the team worked expeditiously with TxDOT to ensure the funding was not lost. Construction began February 2024.



PROJECT: Moore Road
LIMITS: From Jackson Rd. to I Rd.
PROJECT MANAGER: Robert Macheska, P.E., CFM
ENGINEERING DESIGN LEAD: Christopher Rodriguez, P.E., CFM
ENVIRONMENTAL LEAD: Corina Argullin
CLIENT: City of Pharr
CLIENT REFERENCE: Ambrosio Hernandez, City of Pharr Mayor (956) 402-4000



PROJECT DESCRIPTION:

GDJ staff worked on the project development, funding analysis, MPO coordination, schematic completion, environmental document preparation, utility coordination, drainage design and PS&E development. The project included a continuous left turn lane, shoulders, a sidewalk, and a shared-used path for pedestrians and bicyclists. A key challenge to this project was coordinating with the historic irrigation district and the Texas Historical Commission.

PROJECT: FM 1847
LIMITS: From Resaca Retreat Dr. to First St.
PROJECT MANAGER: Robert Macheska, P.E., CFM
ENGINEERING DESIGN LEAD: Christopher Rodriguez, P.E., CFM
ENVIRONMENTAL LEAD: Corina Argullin
CLIENT: CCRMA
CLIENT REFERENCE: Eric Davila, P.E., CFM (956) 621-5571
PROJECT DESCRIPTION:



GDJ staff worked on the project development, funding analysis, MPO coordination, schematic completion, environmental document preparation, utility coordination, and PS&E development. The scope of the project included a new five-foot-wide sidewalk on the west side of the existing roadway. This project is currently under construction.

PROJECT: I Road
LIMITS: From Rancho Blanco Rd. to US 281
PROJECT MANAGER: Robert Macheska, P.E., CFM
ENGINEERING DESIGN LEAD: Christopher Rodriguez, P.E., CFM
ENVIRONMENTAL LEAD: Corina Argullin
CLIENT: City of Pharr
CLIENT REFERENCE: Ambrosio Hernandez, City of Pharr Mayor (956) 402-4000

PROJECT DESCRIPTION:

GDJ staff worked on the project development, funding analysis, MPO coordination, schematic completion, environmental document preparation, utility coordination, drainage design and PS&E development. The project included a new shared-used path for pedestrians and bicyclists. A key challenge to this project was the crossing of the IBWC main floodway and Arroyo Colorado River. This required coordination with both the IBWC and USACE. The project is anticipated to begin construction by Fall 2024.



PROJECT: Adolph Thomae, Jr. Park
LIMITS: 37844 Marshall Hutts Rd., Rio Hondo, TX
PROJECT MANAGER: Robert Macheska, P.E., CFM
ENGINEERING DESIGN LEAD: Christopher Rodriguez, P.E., CFM
CLIENT: Cameron County
CLIENT REFERENCE: Joe Vega, Parks Director, (956) 247-3526

PROJECT DESCRIPTION:

GDJ was the project manager and lead engineer responsible for all design aspects of the Adolph Thomae, Jr. Park project. The scope of the project involved rehabilitation of the existing park roadway, construction of a new restroom facility, ADA compliant parking facility, and additional lighting at boat ramp locations. A construction estimate was developed to ensure that the project did not exceed the available TPWD grant funding. The restroom facility design required electrical, water supply, and incorporation of a sanitary aeration system that would have no impacts to the sensitive wildlife park area. The electrical design included special boat ramp lighting to minimize impacts to native wildlife and electrical poles designed to withstand the corrosive conditions of the Arroyo Colorado River. The project was completed in Spring 2021.



PROJECT: Capital Improvement Projects
LIMITS: CCDD #6, Santa Rosa & La Feria, TX
PROJECT MANAGER: Robert Macheska, P.E., CFM
ENGINEERING DESIGN LEAD: Christopher Rodriguez, P.E., CFM
ENVIRONMENTAL LEAD: Corina Argullin
CLIENT: Cameron County Drainage District #6
CLIENT REFERENCE: Laura Hayle, President (956) 748-2102

PROJECT DESCRIPTION:

The GDJ team is working with the CCDD #6 to provide design, PS&E, environmental analysis/permitting, and construction management for several capital improvement projects. The team provided a preliminary engineering report and phase I environmental site assessments. The GDJ team is working with the IBWC on permitting upgraded pumps along the North Floodway.



PROJECT: San Jose Ranch Rd. Extension
LIMITS: From FM 509 to FM 1846
PROJECT MANAGER: Robert Macheska, P.E., CFM
ENGINEERING DESIGN LEAD: Christopher Rodriguez, P.E., CFM
ENVIRONMENTAL LEAD: Corina Argullin
CLIENT: Cameron County
CLIENT REFERENCE: Benjamin Worsham, P.E., County Engineer, (956) 233-6445

PROJECT DESCRIPTION:

Project Manager and lead design engineer responsible for all aspects of the project. The project consisted of constructing an 0.86 mile rural two-lane roadway on new location. The scope of the project included developing PS&E, a traffic control plan, pavement design, and drainage design. GJD coordinated with the drainage and irrigation districts to ensure there were no adverse impacts to their systems. The team coordinated and designed around major utilities including a high pressure gas line and transmission lines. Key GDJ staff were involved in all aspects of the project including funding coordination, agency permitting/coordination, environmental analysis, public involvement, plan and specification design, and construction management. Project specifications that adhered to TxDOT requirements were developed to provide the county with a high quality project. Construction was completed in 2023.



PROJECT: Rio Hondo City Park
LIMITS: Harris Dr., Rio Hondo, TX
PROJECT MANAGER: Robert Macheska, P.E., CFM
ENGINEERING DESIGN LEAD: Christopher Rodriguez, P.E., CFM
ENVIRONMENTAL LEAD: Corina Argullin
CLIENT: City of Rio Hondo
CLIENT REFERENCE: Ben Medina, City Administrator,
(956) 748-2102



PROJECT DESCRIPTION:

The GDJ team is working with the City of Rio Hondo to provide design, PS&E and construction management at the existing boat ramp park. The scope of the improvements include providing walking trails, a kayak launch, restroom facilities, bird blinds, parking lot resurfacing, new RV parking, native landscaping and a new playground. The purpose of the project is to provide improvements that maximize the park space, while providing amenities unique to the area. Due to the location of the property, state and federal permits/approvals (i.e. TGLO & USACE) are required. Funds for this project are from a TPWD grant and a detailed budget was created to ensure the project would not exceed the funding. The project is currently under construction and is anticipated to be complete by December 2024.

PROJECT: Lopezville Park
LIMITS: 507 W. Minnesota Rd., San Juan, TX
PROJECT MANAGER: Robert Macheska, P.E., CFM
ENGINEERING DESIGN LEAD: Christopher Rodriguez, P.E., CFM
ENVIRONMENTAL LEAD: Corina Argullin
CLIENT: Hidalgo County Pct. #2
CLIENT REFERENCE: Armando Garza, Hidalgo County Pct. #2 Chief of Staff,
(956) 784-3510

PROJECT DESCRIPTION:

GDJ staff completed the schematic, environmental, utility coordination and PS&E on this project. The scope of the project involved providing improvements to an existing park. As part of the project, a new walking trail, a stock pond for fishing, repaved parking lot, lighting, benches, native landscape development, and other user amenities were included. The key challenges to this project was the existing historic irrigation district, TPWD pond stipulations, and transmission lines traversing the parkland. This project will begin construction in summer of 2024.



PROJECT: 10th Street Extension
LIMITS: From SH 107 to FM 1925
PROJECT MANAGER: Robert Macheska, P.E., CFM
ENGINEERING DESIGN LEAD: Christopher Rodriguez, P.E., CFM
ENVIRONMENTAL LEAD: Corina Argullin
CLIENT: Hidalgo County/City of Edinburg
CLIENT REFERENCE: Ellie Torres, Commissioner Pct. #4
 (956) 383-3112

PROJECT DESCRIPTION:

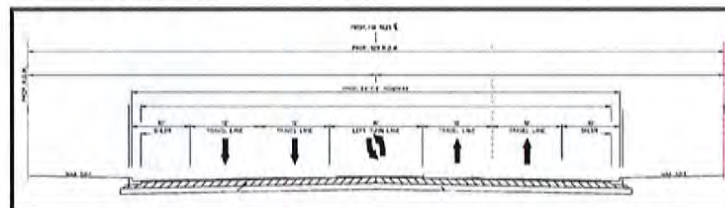
GDJ staff completed the schematic, environmental, utility coordination and PS&E on this project. The scope of the project included widening the existing two lane road to four lanes on both new and existing location. A key challenge to this project was the undermining of the existing roadway base from surrounding farmland irrigation operations. Once the problem was identified, a French Drain system was designed to remove the penetrating waters prior to infiltration into the roadbed.



PROJECT: FM 1925
LIMITS: From Kenyon Rd. to FM 907 (Full PS&E), FM 907 to Sharp Rd. (Schem.)
PROJECT MANAGER: Robert Macheska, P.E., CFM
ENGINEERING DESIGN LEAD: Christopher Rodriguez, P.E., CFM
ENVIRONMENTAL LEAD: Corina Argullin
CLIENT: Hidalgo County/TxDOT
CLIENT REFERENCE: Ellie Torres, Commissioner Pct. #4 (956) 383-3112

PROJECT DESCRIPTION:

GDJ staff worked on the schematic, environmental, utility coordination, drainage design and PS&E development. A key challenge to this project was the gas line conflict with drainage design. This required the team to reroute the drainage away from the gas lines as well as coordinate the design and installation of a protective slab over the gas line.



Team Member Qualifications & Experience



Robert Macheska, P.E., C.F.M.

PROPOSED ROLE:

PRINCIPAL & PROJECT MANAGER



REGISTRATIONS

Professional Engineer
State of Texas
No. 93540

Certified Floodplain Manager
State of Texas
No. 2196-11N

LICENSED

20 Years

CITY OF RESIDENCE

Mission

ENGINEERING EXPERIENCE

25 Years

FIRM EXPERIENCE

4 Years

EDUCATION

Bachelor of Science
Mechanical Engineering
University of Texas – Pan
American

EXPERIENCE

Mr. Macheska has over 25 years of experience in the design and management of various public improvement projects. For the past 4 years Robert has served as Executive Vice President/COO for GDJ Engineering, LLC. He had previously worked for both the Texas Department of Transportation and L&G Engineering which provided him with excellent hands-on experience as to how multiple government entities function.

He has worked on all aspects of public works projects, from planning and PS&E preparation, Hydrology & Hydraulics Design to construction phase services. His project management and design experience includes contract administration, supervision of production staff, QA/QC, utility coordination, sub-consultant management, scheduling, bid document preparation, roadway planning, drainage design, design/PS&E preparation, and public involvement. Robert's management approach is very proactive, and he constantly maintains open and effective lines of communications.

PROJECTS

SH 364 from SH 495 to FM 1924 in Mission, Texas

Project Manager responsible for all design aspects of the project. The project consisted of reconstructing and widening an existing 24' rural roadway to an urban five lane section for 2 miles at a construction cost of \$6.8 million. This project required the design of the proposed pavement section using FPS and the horizontal and vertical alignments based on the cross sections. This project also required the design of a storm sewer system as well as analysis of the outfall ditches. Calculated all Times of Concentration, rainfall intensities, calculated hydraulic gradient, and design discharges. GEOPAK Drainage was used to develop storm sewer profile and THYSIS was used to design and analyze the various cross drainage culverts.

FM 681 from SH 107 to SH 364 in Mission, Texas

Project Manager responsible for all design aspects of the project. The project consisted of reconstructing and widening an existing 40' rural roadway to an urban divided highway for 2.7 miles at a construction cost of \$16.8 million. This project required the design of the proposed pavement section using FPS and the horizontal and vertical alignments based on the cross sections. This project also required the design of a storm sewer system as well as analysis of the outfall ditches. Calculated all Times of Concentration, rainfall intensities, calculated hydraulic gradient, and design discharges. GEOPAK Drainage was used to develop storm sewer profile and THYSIS was used to design and analyze the various cross drainage culverts.

Christopher Rodriguez, P.E., C.F.M.

PROPOSED ROLE:

DEPUTY PROJECT MANAGER



REGISTRATIONS

Professional Engineer
State of Texas
No. 107692

Certified Floodplain Manager
State of Texas
No. 2407-13N

LICENSED

14 Years

CITY OF RESIDENCE

Mission

ENGINEERING EXPERIENCE

20 Years

FIRM EXPERIENCE

4 Years

EDUCATION

Bachelor of Science
Civil Engineering
University of Texas A&M -
Kingsville

EXPERIENCE

Mr. Rodriguez has over 20 years of experience in the design and management of various public improvement projects. For the past 4 years Chris has served as Vice President of Engineering for GDJ Engineering, LLC. He had previously worked for both the Texas Department of Transportation (San Benito Area Office) and L&G Engineering which provided him with excellent hands on experience as to how multiple government entities function. He has worked on multiple aspects of transportation and drainage projects, from planning and PS&E preparation, Hydrology & Hydraulics Design to construction phase services. His project management and design experience includes supervision of production staff, QA/QC, utility coordination, sub-consultant management, scheduling, bid document preparation, roadway planning, drainage design, design/PS&E preparation, and public involvement. Chris has managed multiple concurrent design projects and production staff with numerous design groups under his direction.

PROJECTS

FM 681 from SH 107 to SH 364 in Mission, Texas

Deputy Project Manager responsible for all design aspects of the project. The project consisted of reconstructing and widening an existing 40' rural roadway to an urban divided highway for 2.7 miles at a construction cost of \$16.8 million. This project also required the design of a storm sewer system as well as analysis of the outfall ditches. Calculated all Times of Concentration, rainfall intensities, calculated hydraulic gradient, and design discharges. GEOPAK Drainage was used to develop storm sewer profile and THYSIS was used to design and analyze the various cross drainage culverts.

FM 493 from US 281 (Military) to Bus 83 in Donna, Texas

Deputy Project Manager responsible for all design aspects of the project. The project consisted of reconstructing and widening a 32' rural two lane roadway to a 44' rural roadway for 6.5 miles at a construction cost of \$12 million. This project required the design of the proposed pavement section using FPS and the horizontal and vertical alignments based on the cross sections.

10th Street Ext from SH 107 to FM 1925 in Edinburg, Texas

Lead Engineer responsible for all design aspects of the project. The project consisted of reconstructing and widening an existing 24' discontinuous rural roadway to an urban five lane section for 2.5 miles at a construction cost of \$11 million. This project required the design of the proposed pavement section using FPS and the horizontal and vertical alignments based on the cross sections. This project also required the design of a storm sewer system as well as analysis of the outfall ditches. GEOPAK Drainage was used to develop storm sewer profile and THYSIS was used to design and analyze the various cross drainage culverts.

Eduardo Ramirez

PROPOSED ROLE:

CONSTRUCTION MANAGER



CERTIFICATIONS AND AFFILIATIONS

TxDOT Pre-Certified for
Construction Inspection

OSHA Safety Certified

CITY OF RESIDENCE

Raymondville, Texas

ROLE EXPERIENCE

25 Years

FIRM EXPERIENCE

2 Years

EDUCATION

Raymondville High School

TxDOT Field and Laboratory
Certified

EXPERIENCE

Eduardo Ramirez has 25 combined years of experience in maintenance, construction inspection, project management in road construction, drainage, structural-bridge, and vertical construction projects. Ramirez's relevant construction management and inspection experience and duties include, but are not limited to, the following:

- Make sure all work was done according to plans and specifications
- Pay all work that contractor performed that was approved.
- Perform all testing that was required by the specs.
- Agreeing and confirming Pay App from Owner
- Authorizing payments for Subcontractors, Vendors and Suppliers;
- Schedule delivery of suppliers;
- Schedule Subcontractors for their work;
- Approve all timesheets and equipment charges and run cost reports to make sure we are on budget;
- Track all materials that showed up;
- Approve pay apps for suppliers, vendors and subcontractors; among others.

RELEVANT PROJECTS

Mr. Ramirez has construction management and inspection experience on the following projects:

- SH 97 Atascosa and McMullen County – Rehab and widening of existing Roadway
- US 83 Zapata Bridge – New 4 Lane Bridge over Falcon Lake
- US 83 Roma – Widening of existing Roadway from 2 lane to 4 lane
- SH 130 Toll Road – New Expressway from Seguin to Austin with 3 Interchanges
- San Antonio Riverwalk Extension – Extend From McCollough to IH 35 with Retaining walls, Sidewalks and a Lock and Dam
- SH 181 Sinton Bypass – New Highway around the town Sinton from SH 188 to SH 77
- US 83 Harlingen to La Feria - Widening from 4 lane to 6 lane with overpasses and RW
- San Jose Ranch Road – Construction of a new Roadway that consists of Subgrade, Flexbase, Covert Structures and Irrigation Structures

Anthony Garza

PROPOSED ROLE:

AGENCY / MPO COORDINATION LEAD



REGISTRATIONS

Local Government Project
Procedures Certified

CITY OF RESIDENCE

Harlingen

ROLE EXPERIENCE

19 Years

FIRM EXPERIENCE

4 Years

EDUCATION

Bachelor of Science
Biology
University of Texas A&M -
Kingsville

EXPERIENCE

Mr. Garza has over 19 years of experience, and 4 years of Construction Management experience, in infrastructure development for public and private sector clients. He has an extensive knowledge of the federal and state environmental laws specifically with respect to roadway, infrastructure, and transportation planning coordinating environmental documents and programming state and federal funds for linear transportation projects. In this time Mr. Garza served as the representative for the City of Mission, Hidalgo County, Webb County, and Cameron County at the local Metropolitan Transportation Planning Organizations. Highlighting his skills in project planning and development. This required a multi-disciplinary approach to assure the proper coordination of advanced planning efforts to ensure local reimbursement for locally administered projects with state and federal funding.

PROJECTS

Hidalgo County MPO, Hidalgo County, Texas

Mr. Garza served as the Hidalgo County MPO TAC representative from April 2011 to May 2013 and from September 2017- October 2019. During this time his duties included coordinating with all precincts in Hidalgo County to assure their projects were properly programmed on the MPO planning documents. In addition to preparing project fact sheets and project planning and environmental documents Mr. Garza also provided project feasibility reports to determine if projects on the MPO Planning documents were "active" projects. Analysis of existing projects sometimes allowed for projects experiencing delays could be adjusted to allow "shovel ready" projects to be constructed. Expediting the letting of projects often results in a savings in construction cost due to avoidance of escalation.

Laredo Urban Transportation Study Metropolitan Transportation Planning Organization, Webb County, Texas

Mr. Garza served as an advisor to both the City of Laredo and Webb County at the previously named LUTSMPO from 2014 to 2017. During this time, he successfully coordinated a comprehensive audit of Proposition 1 & 7, Coordinated Border Infrastructure (CBI), and Category 7 funding and worked with the local governments to develop plans to fully fund the Loop 20 Expansion and the Hachar Reuthinger Parkway Projects for construction. During this time serving as the planning lead, he was able to secure over \$325 million dollars in infrastructure funding within Webb County.

TxDOT Texas-Mexico Border Master Plan (Under HDR)

Served as a project manager for the subconsultant team in charge of performing data analysis and bridging the gap between project data and the wants and needs of the local governments and the final BTMP project selection criteria, scoring, and prioritization.

Corina Argullin

PROPOSED ROLE:

ENVIRONMENTAL MANAGER



REGISTRATIONS

Local Government Project
Procedures Certified

Environmental
Process for Local Governments
Certified

NWI- Wetland Delineation
Certified

CITY OF RESIDENCE

Rio Hondo

ROLE EXPERIENCE

15 Years

FIRM EXPERIENCE

3 Years

EDUCATION

Master of Science in
Environmental Science
Texas A&M University –
Corpus Christi

Bachelor of Science
Biology
Lubbock Christian University –
Lubbock

EXPERIENCE

Miss Argullin has over 15 years of experience in National Environmental Policy Act (NEPA) documentation and procedures. She has obtained environmental clearances on over 25 different projects, ranging from categorical exclusions to environmental assessments. She has an extensive knowledge of federal and state environmental laws, specifically regarding roadway and transportation planning. Ms. Argullin has experience in coordinating and completing all aspects of the NEPA process, from project scoping to environmental inspections. Her experience includes, but is not limited to environmental documentation, agency coordination, environmental permitting and public involvement.

PROJECTS

South Parallel Corridor from FM 1479 to FM 1577 in Cameron County, Texas

Oversaw NEPA clearance on an environmental assessment for a new location roadway for the county. She completed various technical reports and environmental assessment document for the project. Ms. Argullin prepared a mitigation plan and obtained two NWP#14 from USACE for multiple resaca crossings. She handled the logistics and prepared all documentation for multiple public meetings, meetings with affected property owners, and an opportunity for public hearing.

I Road from Rancho Blanco Rd. to US 281 in Hidalgo County, Texas

Oversaw the NEPA clearance of an open-ended D-listed categorical exclusion for a roadway widening with hike/bike trail for the city. She prepared various environmental technical reports, obtained a NWP #14, submitted an IBWC license application, and oversaw the cultural resources team. Mr. Argullin coordinated logistics and prepared documents for a public meeting. She prepared all meeting materials.

Nolana Loop from FM 1426 to FM 88 in Hidalgo County, Texas

Oversaw the NEPA clearance on an environmental assessment for a roadway on existing and new location for the county. The project consisted of reconstructing and widening an existing two-lane rural roadway to a four-lane urban roadway. Ms. Argullin prepared the classification letter, various technical reports, agency coordination, and environmental assessment document. She handled the logistics and meeting materials for a public meeting and a public hearing.

References



REFERENCES

Entity	Name	Title	Address	Phone No.
City of Pharr	Mr. Ruben Alfaro, P.E.	Director of Engineering	118 S. Cage Blvd. Pharr, TX 78577	(956) 402-4221
City of McAllen	Mr. Eduardo Mendoza, P.E.	City Engineer	PO Box 220 McAllen, TX 78505	(956) 861-1001
Cameron County RMA	Mr. Pete Sepulveda, Jr.	Executive Director	3461 Carmen Ave. Rancho Viejo, TX 78575	(956) 621-5571
Cameron County Department of Transportation	Mr. Benjamin Worsham, P.E.	County Engineer	1390 W. Expwy 83, San Benito, TX 78586	(956) 247-3500
Hidalgo County Pct. #2	Ms. Erika Zamora	Director of Administration	300 W. Hall Acres, Ste. G, Pharr, TX 78577	(956) 787-1897
Hidalgo County Pct. #4	Ms. Velinda Reyes	Chief Administrator of External Affairs	1051 N. Doolittle Rd., Edinburg, TX 78542	(956) 383-3112
Hidalgo County Drainage District #1	Mr. Raul Sesin, P.E.	General Manager	902 N. Doolittle Rd. Edinburg, TX 78542	(956) 292-7080
TxDOT Pharr District	Mr. Pedro Alvarez, P.E.	Pharr District Engineer	600 W. I-2 Pharr, TX 78577	(956) 702-6100

PAST PROJECTS WITH THE CITY OF EDINBURG

PROJECT: Freddy Gonzalez Dr. Hike & Bike Trail
LIMITS: From Closner Blvd. to Raul Longoria Rd.
PROJECT MANAGER: Robert Macheska, P.E., CFM
ENVIRONMENTAL LEAD: Corina Argullin
CLIENT: City of Edinburg
CLIENT REFERENCE: Mardoqueo Hinojosa, P.E., CFM, City of Edinburg (956) 388-8211



PROJECT DESCRIPTION:

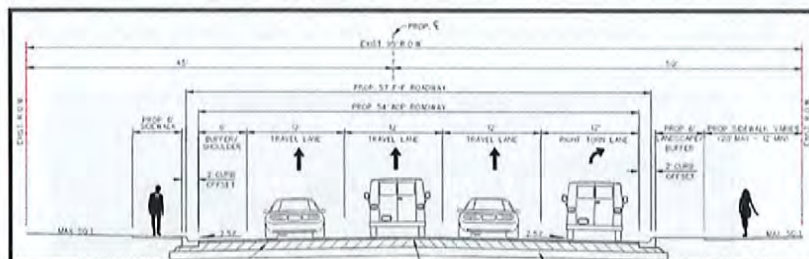
GDJ aided in project development, funding analysis, MPO coordination, and environmental document preparation. The project included providing a new shared-used path for pedestrians and bicyclists along the existing Freddy Gonzalez Dr. The purpose of the project is to improve multi-modal connectivity and access in the project area. The project is anticipated to be environmentally cleared in July 2024.

PROJECT: SH 107
LIMITS: From BUS 281 to I-69C
PROJECT MANAGER: Robert Macheska, P.E., CFM
ENGINEERING DESIGN LEAD: Christopher Rodriguez, P.E., CFM
ENVIRONMENTAL LEAD: Corina Argullin
CLIENT: Hidalgo County (ICA with Edinburg)



PROJECT DESCRIPTION:

GDJ staff worked on the project development and funding, schematic completion, and environmental document preparation. The project included converting the existing roadway to a one-way traffic operations, reconstructing SH 107 within existing ROW, removing/replacing the existing storm drain system, and improving the existing drainage ditch.



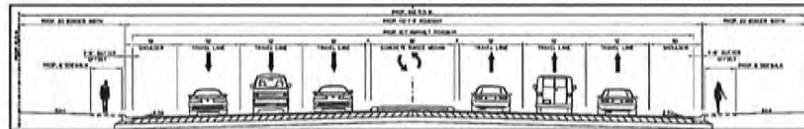
PAST PROJECTS WITH THE CITY OF EDINBURG

PROJECT: FM 1925
LIMITS: From Wallace Rd. to McColl Rd.
PROJECT MANAGER: Robert Macheska, P.E., CFM
ENGINEERING DESIGN LEAD: Christopher Rodriguez, P.E., CFM
ENVIRONMENTAL LEAD: Corina Argullin
CLIENT: Hidalgo County (ICA with Edinburg)



PROJECT DESCRIPTION:

GDJ staff worked on the project development and funding, schematic completion, environmental document preparation, utility coordination, drainage design and PS&E development. The project included widening and reconstructing the existing roadway to six lanes with a median and correcting the misaligned intersection at Mon Mack Rd.



PROJECT: 10th Street Extension
LIMITS: From SH 107 to FM 1925
PROJECT MANAGER: Robert Macheska, P.E., CFM
ENGINEERING DESIGN LEAD: Christopher Rodriguez, P.E., CFM
ENVIRONMENTAL LEAD: Corina Argullin
CLIENT: Hidalgo County (ICA with Edinburg)

PROJECT DESCRIPTION:

GDJ staff completed the project development and funding, schematic, environmental, utility coordination and PS&E on this project. A key challenge to this project was the undermining of the existing roadway base from surrounding farm land irrigation operations. Once we identified the problem we designed a French drain system to remove the penetrating waters prior to infiltration into the roadbed.



Insurance



INSURANCE STATEMENT

GDJ Engineering, LLC has the following types of insurance (see attached):

- General Liability
- Worker's Compensation
- Professional Liability
- Automobile Liability

There have been no insurance claims against the firm within the past 5-years.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/17/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Village Insurance Agency, Inc. P.O. Box 226 Helotes, Texas 78023	CONTACT NAME: Matt Mueller PHONE (A/C, No. Ext): 210-695-3511 E-MAIL ADDRESS: FAX (A/C, No): INSURER(S) AFFORDING COVERAGE INSURER A: Tri-State Ins Co of Minnesota INSURER B: Underwriters At Lloyds INSURER C: Texas Mutual INSURER D: INSURER E: INSURER F:
INSURED GDJ Engineering LDG Enterprises LLC 2805 Fountain Plaza Blvd., Suite B Edinburg, TX 78539 TX 78539	NAIC #

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:			ADV4796018-16	01/04/2024	01/04/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☒ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY			ADV4796018-16	01/04/2024	01/04/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$			ADV4796018-16	01/04/2024	01/04/2025	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	0002025314	01/04/2024	01/04/2025	☒ 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
B	Errors & Omissions			ANE2413545.24	01/04/2024	01/04/2025	Each Claim 1,000,000 Aggregate 1,000,000

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

CERTIFICATE HOLDER

CANCELLATION

City of Edinburg
415 W. University Drive
Edinburg, Texas 78539

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Professional Services Agreement



PROFESSIONAL SERVICES AGREEMENT STATEMENT

GDJ Engineering, LLC has reviewed the professional services agreement and will meet the prerequisite insurance requirements and, if selected, agrees to enter into such an agreement.

Appendix
(Items have been uploaded to portal)



**EXHIBIT "B" TO AGREEMENT BETWEEN THE CITY OF EDINBURG AND GDJ
ENGINEERING FOR PROFESSIONAL ENGINEERING SERVICES PURSUANT TO
RFQ NO. 2024-009**



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/17/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Village Insurance Agency, Inc. P.O. Box 226 Helotes, Texas 78023		CONTACT NAME: Matt Mueller PHONE (A/C, No. Ext): 210-695-3511 E-MAIL ADDRESS: FAX (A/C, No):		
INSURED GDJ Engineering LDG Enterprises LLC 2805 Fountain Plaza Blvd., Suite B Edinburg, TX 78539 TX 78539		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A: Tri-State Ins Co of Minnesota		
		INSURER B: Underwriters At Lloyds		
		INSURER C: Texas Mutual		
		INSURER D:		
		INSURER E:		
INSURER F:				

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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			DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000				
			MED EXP (Any one person) \$ 10,000				
			PERSONAL & ADV INJURY \$ 1,000,000				
	GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC OTHER:						GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							\$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☒ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY			ADV4796018-16	01/04/2024	01/04/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
			BODILY INJURY (Per person) \$				
			BODILY INJURY (Per accident) \$				
			PROPERTY DAMAGE (Per accident) \$				
							\$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE			ADV4796018-16	01/04/2024	01/04/2025	EACH OCCURRENCE \$ 4,000,000
			AGGREGATE \$ 4,000,000				
	DED \$ RETENTION \$						\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ Y	N/A	0002025314	01/04/2024	01/04/2025	☒ 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				
B	Errors & Omissions			ANE2413545.24	01/04/2024	01/04/2025	Each Claim 1,000,000
			Aggregate 1,000,000				

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

CERTIFICATE HOLDER**CANCELLATION**

City of Edinburg 415 W. University Drive Edinburg, Texas 78539	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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EXHIBIT “C”



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/17/2024

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	PHONE (A/C, No. Ext): 210-695-3511	FAX (A/C, No):
INSURED GDJ Engineering LDG Enterprises LLC 2805 Fountain Plaza Blvd., Suite B Edinburg, TX 78539 TX 78539	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Tri-State Ins Co of Minnesota	
	INSURER B: Underwriters At Lloyds	
	INSURER C: Texas Mutual	
	INSURER D:	
	INSURER E:	
	INSURER F:	

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			AGGREGATE \$ 4,000,000				
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City of Edinburg
415 W. University Drive
Edinburg, Texas 78539

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AUTHORIZED REPRESENTATIVE

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CITY OF EDINBURG - CITY COUNCIL

Meeting Date: November 19, 2024

RESOLUTIONS

Agenda Item No: 14.A.

Texas General Land Office's Disaster Recovery Reallocation Program (DRRP) Grant

1. Agenda Item:

Consider Resolution Authorizing the City Manager to Submit a Grant Application for Faysville Drainage Improvements to the Texas General Land Office Under the Disaster Recovery Reallocation Program (DRRP) Grant and Execute Grant Documents Relating Thereto. [Mardoqueo Hinojosa, P.E., CFM, CPM, City Engineer]

2. Description:

The Texas General Land Office opened the application period for the Disaster Recovery Reallocation Program (DRRP) on October 21, 2024. The DRRP Program will reallocate de-obligated and unutilized funds from disasters that occurred in 2008, 2015, 2016, 2017, 2018 and 2019 to provide an opportunity for communities with outstanding unmet need to access remaining Community Development Block Grant Disaster Recovery (CDBG-DR) funds. The funds are allocated through the U.S. Department of Housing and Urban Development (HUD) and must adhere to federally mandated deadlines and policies.

The City will request funding for drainage improvements to the Faysville Subdivision.

The grant request is approximately \$2 million, with no local match required.

The deadline for the grant application is Thursday, November 21, 2024. The Texas GLO will review the applications, and will invite communities to submit a full application by Monday, February 3, 2025. If invited to submit, the full application submission deadline is Thursday, April 3, 2025. Period of performance is anticipated to be no more than 18 months. Award notification is anticipated by October 2025.

If awarded, procurement will adhere to federal, state, and City procurement policies.

If awarded, this grant will provide for the drainage improvements to the Faysville Subdivision. If not authorized to submit this grant application, the City will miss an opportunity to maximize grant funding and alleviate budget expenditures.

3. Staff's Recommendation:

Approve Resolution Authorizing the City Manager to Submit a Grant Application for Faysville Drainage Improvements to the Texas General Land Office Under the Disaster Recovery Reallocation Program (DRRP) Grant and Execute Grant Documents Relating Thereto.

Reviewed by:

Mardoqueo Hinojosa, City Engineer
Tomas Reyna, Assistant City Manager

Approved - 11/15/2024

Final Approval - 11/15/2024

Prepared by:

Alicia Carmona, Engineer III

Attachments:

- A. Texas GLO DRRP Grant Resolution
- B. 241107_GLO_CDBG_MITIGATION_PROJECT_SITE_PLAN
- C. COST_ESTIMATE 2024

THE STATE OF TEXAS	§	RESOLUTION AUTHORIZING THE CITY MANAGER
		TO SUBMIT A GRANT APPLICATION THE TEXAS
		GENERAL LAND OFFICE UNDER THE DISASTER
COUNTY OF HIDALGO	§	RECOVERY REALLOCATION PROGRAM (DRRP)
		AND EXECUTE GRANT DOCUMENTS RELATING
		THERE TO.
CITY OF EDINBURG	§	

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

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

READ, CONSIDERED, PASSED and APPROVED at a regular meeting of the City Council of the City of Edinburg, Texas, at which a quorum was present and which was held in accordance with V.T.C.A., Government Code, Section 551.04, on the 19th day of November 2024.

CITY OF EDINBURG

By: _____
Ramiro Garza, Mayor

ATTEST:

By: _____
Clarice Y. Balderas, City Secretary

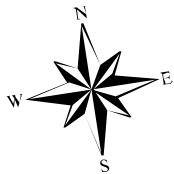
APPROVE AS TO FORM:

By: _____
Josephine Ramirez-Solis
City Attorney



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

- Pumps
- Detention Pond
- Bore Stormline
- Valley Gutter
- Storm Manhole
- Inlets
- Stormline
- New Street
- Project Boundary



**GLO CDBG
MITIGATION
PROJECT**

SCALE: 1:3,500		SHEET 1 OF 1	
PROJECT NAME		FILE NAME	
DEPARTMENT	MONTH	YEAR	
CDBG	SEPT	2020	



CONSTRUCTION COST ESTIMATE	DATE: November 7, 2024	SHT. 1 of 1
----------------------------	------------------------	-------------

Project: GLO CDBG MITIGATION GRANT - Faysville	Basis of Estimate No Design Completed Preliminary Design Final Design	
Location: Edinburg, TX		
Owner: City of Edinburg		
Type of Estimate: Preliminary		
Estimator: AC & MH		

IMPROVEMENTS:

#	DESCRIPTION	UNIT	QUANTITY	UNIT COST	TOTAL
1	2" Hot Mix Includes Prime Coat MC-30	SY	6,200	\$14.40	\$ 89,280.00
2	8" Caliche Base	SY	7,450	\$12.00	\$ 89,400.00
3	6" Subgrade Preparation	SY	7,450	\$3.00	\$ 22,350.00
4	18" Curb & Gutter	LF	-	\$16.80	\$ -
5	Stop Bar strip (24" Thermoplastic paint)	EA	27	\$300.00	\$ 8,100.00
6	Haul off of Existing Caliche	SY	7,450	\$1.20	\$ 8,940.00
7	Haul off of Existing Asphalt	SY	6,200	\$1.20	\$ 7,440.00
8	Road Excavation and Grading	SY	6,200	\$3.60	\$ 22,320.00
9	10' Concrete Apron	SY	-	\$90.00	\$ -
10	Detention Excavation	CY	5,000	\$3.60	\$ 18,000.00
11	Trench Protection	LF	5,610	\$2.40	\$ 13,464.00
12	Valley Gutter	LF	-	\$73.20	\$ -
13	24" R.R.G.C.P.	LF	3,260	\$72.00	\$ 234,720.00
14	30" R.R.G.C.P.	LF	250	\$110.00	\$ 27,500.00
15	36" R.R.G.C.P.	LF	320	\$150.00	\$ 48,000.00
16	42" R.R.G.C.P.	LF	280	\$195.00	\$ 54,600.00
17	48" R.R.G.C.P.	LF	850	\$220.00	\$ 187,000.00
18	54" R.R.G.C.P.	LF	440	\$250.00	\$ 110,000.00
19	60" R.R.G.C.P.	LF	210	\$275.00	\$ 57,750.00
20	INLETS	EA	28	\$5,000.00	\$ 140,000.00
21	PUMPS (2)	LS	1	\$180,000.00	\$ 180,000.00
22	RIP RAP	EA	1	\$4,200.00	\$ 4,200.00
23	BORE	LF	400	\$300.00	\$ 120,000.00
24	Relocate Mail Box	EA	152	\$300.00	\$ 45,600.00
25	8" 45 degree elbow	EA	24	\$600.00	\$ 14,400.00
26	Relocate Fire Hydrant	EA	5	\$7,200.00	\$ 36,000.00
27	Adjust utilities	EA	50	\$1,440.00	\$ 72,000.00
28	Conflict Manhole	EA	5	\$6,000.00	\$ 30,000.00
29	Storm Manholes	EA	8	\$4,080.00	\$ 32,640.00

SUB-TOTAL \$ 1,673,704.00

PROFESSIONAL SERVICES

#	DESCRIPTION	UNIT	QUANTITY	COST	TOTAL
1	ENGINEERING* Construction Management	%	10	\$1,673,704.00	\$167,370
2	Environmental Study	LS	1	\$100,000.00	\$100,000
3	Geotechnical Eng and Materials Testing	%	3.5	\$1,673,704.00	\$58,580

SUB-TOTAL \$325,950

TOTAL CONSTRUCTION COST WITH ENGINEERING \$ 1,999,654



CITY OF EDINBURG - CITY COUNCIL

Meeting Date: November 19, 2024

RESOLUTIONS

Agenda Item No: 14.B.

Hidalgo County Appraisal District's Board of Directors for 2025-2027

1. Agenda Item:

Consider Resolution Casting the Votes for Candidate(s) to the Hidalgo County Appraisal District's Board of Directors for 2025-2027. [Clarice Y. Balderas, City Secretary]

2. Description:

In accordance to the Texas Property Tax Code Section 6.03 Board of Directors, the Hidalgo County Appraisal District (HCAD) will be conducting its biennial voting entitlement for the 2025-2027 Board of Directors.

On October 30, 2024, the City received a letter and election ballot from the Hidalgo County Appraisal District requesting the City Council, by form of a Resolution and ballot, cast their vote for the candidate(s) for the 2025-2027 Hidalgo County Appraisal District Board of Directors.

HCAD is governed by nine (9) Board of Directors; five (5) members are appointed by vote of the eligible taxing units participating in the District, three (3) members are elected by majority vote in the November general election, and finally, the County Tax Assessor/Collector serves as a voting ex-officio member.

The City of Edinburg has 200 votes which can be cast for one or more candidates. Please note that there is no provision for write-in candidates; therefore, any vote cast for someone not listed on the ballot will be discarded.

The Resolution with the City's vote(s) needs to be submitted to the Chief Appraiser before December 15th. By December 31st, the Chief Appraiser will count the votes submitted by each entity, declare the five candidates that are elected, and will submit the results to the city and the candidate.

Candidates Listed on the Official Ballot are: Eddy Betancourt, Albert Cardenas, Fernando Castillo, Yolanda Castillo, Pedro "Pete" Garcia, Richard A. Garza, Christina Jaramillo, Joe D. Olivarez, Amador Requenez.

3. Staff's Recommendation:

Consider Resolution Casting the Votes for Candidate(s) to the Hidalgo County Appraisal District's Board of Directors for 2024-2025.

Reviewed by:

Prepared by:

Clarice Balderas, City
Secretary

Attachments:

- A. Appraisal District
- B. Resolution Hidalgo County Appraisal District

HIDALGO COUNTY APPRAISAL DISTRICT

Albert D. Cardenas Chairman
Joe D. Olivarez Vice-Chairman
Amador Requenez Secretary
Richard A. Garza Member
Eddy Betancourt Member



Pablo "Paul" Villarreal, Jr. Member
Place 1 Erica E. Canales Member
Place 2 Veronica "Ronnie" Ontiveros Member
Place 3 Karina Cardoza Member
Rolando Garza Chief Appraiser

PO Box 208
Edinburg, TX 78540-0208
(956) 381-8466 (956) 565-2461
www.hidalgoad.org

October 29, 2024

City of Edinburg Mayor
Mr. Ramiro Garza Jr.
415 W. University
Edinburg TX 78539

Dear Mr. Garza,

As prescribed by Section 6.03 of the Texas Property Tax Code, enclosed you will find the "Official Ballot" with the candidates' names and the number of votes you are authorized to cast in the election for the Board of Directors of the Hidalgo County Appraisal District (HCAD). In addition, I have provided a condensed biography of each candidate that provided such, a list of the total vote distribution for all voting entities, and a sample resolution for your convenience, which you may use or submit one prepared by your office.

HCAD is governed by nine (9) Board of Directors; five (5) members are appointed by vote of the eligible taxing units participating in the District, three (3) members are elected by majority vote in the November general election, and finally, the County Tax Assessor/Collector serves as a voting ex-officio member.

The governing body of each eligible taxing unit may cast all its votes for one (1) candidate or distribute the votes among any number of candidates. Each voting unit shall determine its vote by written resolution and submit it to the Chief Appraiser **Before December 15th**. Please note that there is no provision for write-in candidates. Therefore, any vote cast for someone not listed on the ballot will be discarded.

The Chief Appraiser will count all timely submitted votes, declare the five candidates that receive the largest cumulative vote totals elected, and submit the results before December 31st to the governing body of all taxing units in the District and to the candidates.

Should you have any additional questions, please do not hesitate to contact me.

Sincerely,

Rolando Garza

Rolando Garza, RPA
Chief Appraiser

RG:plg

Enclosures



HIDALGO COUNTY APPRAISAL DISTRICT

Albert D. Cardenas
Joe D. Olivarez
Amador Requenez
Richard A. Garza
Eddy Betancourt

Chairman
Vice-Chairman
Secretary
Member
Member



Pablo "Paul" Villarreal, Jr. Member
Place 1 Erica E. Canales Member
Place 2 Veronica "Ronnie" Ontiveros Member
Place 3 Karina Cardoza Member
Rolando Garza Chief Appraiser

PO Box 208
Edinburg, TX 78540-0208
(956) 381-8466 (956) 565-2461
www.hidalgoad.org

Hidalgo County Appraisal District 4405 S. Professional Drive PO Box 208 Edinburg TX 78540-0208 OFFICIAL BALLOT Election 2025-2027 Appraisal District Board of Directors	
Entity: City of Edinburg	Authorized Votes: 200
Nominee	# of Votes
Betancourt, Eddy	
Cardenas, Albert	
Castillo, Fernando	
Castillo, Yolanda	
Garcia, Pete	
Garza, Richard A.	
Jaramillo, Christina	
Olivarez, Joe D.	
Requenez, Amador	

Date Resolution Passed (attach resolution)

Authorized Representative

EDDY BETANCOURT
805 N Ware Rd
McAllen, TX 78501
(956) 789-8891

Overview

Results-driven construction and project manager with over 30 years of expertise as a superintendent, construction manager and construction business owner. History of concurrently directing multiple projects to successful completion through effective management and team collaboration. Continually strives to produce high quality Industrial, Commercial, Institutional, and Residential projects while adhering to a tight schedule and budget. Advanced understanding of customer needs with diligent attention to detail results in superior customer service and high levels of client satisfaction.

Project Management / Budget & Finances / Personnel Acquisition & Training /

Team Management / Design & Development / Customer Relations / Multi-Site Management /

New Business Development

Industry

- Commercial Construction
- Commercial / Residential Real Estate
- Retail Automotive Accessories

Project Management/Leadership

-
- Large Scale Construction management and implementation.
 - Small Business Owner

WORK EXPERIENCE

Aug 1984 to Present

R & B General Construction Co, Inc., President

McAllen TX.

Administer construction budgets and supervise a staff of 60 full-time employees. Plan & design industrial warehouses and commercial ventures. Assist in the development of industrial facilities in various industrial parks. Coordinate development of residential homes and Multi project of renovations for commercial projects. Work closely with city municipalities, Engineers, Architects. Often present viable projects to city and county entities, and city officials to obtain necessary variances and permits for various private projects to meet city ordinances and overall governmental building codes. Development and Management of multi-million-dollar investment projects, specializing in the Cold Storage warehouse industry.

Oct 2015 to Dec. 2022

National Tire and Wheel, LLC Co-Owner and President.

McAllen, TX

Purchased existing business on 10/22/2015.

Current sales have exceeded historical sales.

Feb 2012 to Present

E2H Investments, LLC, General Retail Partner Manager.

McAllen, TX

Manage a Rent to Own Business.

Account Management

Sales

Marketing

Grew business to 8 locations in 48 months.

January 1992 - 1998

Century Forwarding Agency, Inc, Vice President

Hidalgo, Texas

Manage export operation of the Agency specializing in exporting general goods for various Mexican and American corporations as well as managing. Just In-Time inventories for various fortune 500 companies. Successfully implemented all logistics for Wal-Mart Mexico and Wal-Mart USA specializing in their produce sector through various U.S and Mexican custom brokers with strict adherence to the NAFTA rules and regulations.

Aug 1987 - 1992

Technics Construction of Texas Inc.

McAllen, TX.

Vice-President Administered construction budgets and supervised a staff of 30 full-time employees. Designed and Build warehouse storage facilities. Assisted in the Development of Industrial facilities. Coordinated all aspects of construction for residential homes and renovations of commercial projects.

COMMUNITY SERVICES:

Appointed to Texas Facilities Commission by Texas Governor Sept. 2020 to term expiring in 1/31/2023.

Most Recent Re-Appointment by Texas Governor as Commissioner for the Texas Facilities Commission and Confirmed by the Texas Senate with term Expiring in 1/31/2029.

Appointment as Member of Board of Directors Hidalgo County Appraisal District. By Hidalgo County Entities Terms 2020-22, 2022-2023

Appointed Member to Hidalgo County Appraisal District Review Board 2007 - 2012

Board Held Positions .

- Member
- Secretary
- Chairman

PROFESSIONAL DEVELOPMENT:

University of Texas Pan-American - School of Business Continuing Education
Real Estate, Appraisals, Marketing, Real Estate principles, Law and Contracts
Mathematics, and Finance.

State Licensed in Real Estate # 0440351(1994)

Fluent in Reading and Writing Spanish

EXTRA CURRICULAR ACTIVITIES:

- ENACTUS Advisory Board (Students In Free Enterprise early 90's Alumni)
- Chairman entrepreneurship workshops,
- Small business development conference Invitee speaker
- Active supporter of Higher Education
- Golfing Activities, Fishing,
- Active in Daughter's School Outreach Programs
- Enjoy Family Trips

FORMAL EDUCATION

BBA (94)– Marketing and International Business, University of Texas Pan American

OTHER

Bilingual - Spanish/English.

**Albert Cardenas
McAllen**



Current Board member of McAllen Public Utility Board

Current member Boys & Girls Club

Vice-President Easton Construction, dealing mainly with commercial projects with offices in McAllen and San Antonio

Served 6 years on the McAllen Planning & Zoning Board

Board Member Hidalgo County Appraisal District Board of Directors 2014-Current

YOLANDA CASTILLO

1036 South Cesar Chavez Rd. • Alamo, Texas 78516 • (956) 460-6200 • ycastillo58@gmail.com

Professional Summary

Highly motivated and uniquely qualified individual with over 33 years' experience in elementary school administration and dual language instruction. Able to conduct leadership trainings, focused in areas within the educational field such as training, teacher empowerment and coaching.

Skills

- Strong record of helping students achieve and sustain academic success, especially with minority, ELL, (English Language Learners)
- Experience in implementing the principles and methods of the International Baccalaureate and dual language programs while, maintaining a strong focus in educating the whole child.
- Ability to evaluate professional contributions through ongoing reflection building upon previous learning and being open and receptive to ongoing feedback.
- Capacity to build teams and achieve results despite major obstacles.
- Highly knowledgeable of best teaching practices and resources.

Experience

Educational Consultant Vanguard Academy Edinburg, Tx. 2022 - Present

Elementary Principal, Vanguard Academy Pharr, TX, 2019 -2021

Elementary Principal, Graciela Garcia Elementary Pharr, TX, 2006 - 2016

Elementary Assistant Principal, Graciela Garcia Elementary Pharr, TX, 2001- 2006

Parental Involvement Specialist, Geraldine Palmer Elementary Pharr, TX, 1996 - 2001

Elementary School Counselor, Garza Peña Elementary San Juan, TX, 1995 - 1996

Elementary School Counselor, North San Juan Elementary, San Juan, TX, 1994 - 1995

Bilingual Elementary Teacher, Vida Clover Elementary, San Juan, TX, 1985 - 1993

Bilingual Elementary Teacher, James Bowie Elementary School, Alamo, TX, 1983 - 1985

Education

Masters of Education Administration, Texas A&I Kingsville, Kingsville, TX, 1994

Masters in Guidance and Counseling, University of Texas Pan American, Edinburg, TX, 1993

Bachelor of Science in Education, University of Texas Pan American, Edinburg, TX, 1983

A Pattern of Professional Development

Region 18 Leadership Training, 2014

McREL Evaluation System Training, 2014

International Baccalaureate Leadership Training New Orleans, 2013

International Baccalaureate Leadership Training Classroom Environment New Orleans, 2013

International Center for Leadership in Education with John Harrison, Pharr, Texas, 2012

International Baccalaureate Leadership Training Cancun, Mexico, 2012

Ongoing Leadership Training Raise Your Hand, Dallas, Texas, 2012

Leadership Summer Institute, Harvard University, Boston, Massachusetts, 2012

International Baccalaureate Leadership Training Level II Inquiry-based training, Austin, Texas, 2011

Leadership in Education, (International Leadership in Education Center), Pharr, Texas, 2011

International Baccalaureate Leadership Training Project-based instruction, Chicago, Illinois, 2010

C-Scope Implementation Training, Edinburg, Texas, 2010

International Baccalaureate Interdisciplinary Themes, San Francisco, California, 2009
Principles of Personnel Supervision Institute, Edinburg, Texas, 2008
Data Analysis and Assessment Training, Pharr, Texas, 2008
Integration of Curriculum, Orlando, Florida, 2008
Dual Language Research Centers, Pharr, Texas, 2005
Special Education Training, Pharr, Texas 2003
Differentiated Instruction, Pharr, Texas, 2002
Classroom Management, Pharr, Texas, 2002
Professional Development Appraisal, Pharr, Texas, 2001
Total Mastery Learning Program, Pharr, Texas, 1985

Honors and Awards

HEB, (Howard E. Butt), Grocery Company, Excellence in Education Principal Award Finalist, 2016
Educate the Whole Child Certified School, 2015 - 2016
HEB (Howard E. Butt), Grocery Company ,Excellence in Education Principal Award Finalist, 2015
Graciela Garcia received TEA, (Texas Education Agency) Reward School Recognition, 2013 - 2014
Selected to present at the AIE, (Academics Intervention in Education) Conference in Austin, TX, 2014
Selected to pilot the Young Playwrights' Theater, a nonprofit organization, Washington D.C., 2014
Region 1 TABE (Texas Association for Bilingual Education) Dual Language District Principal of the Year, 2014
District Dual Language Educator of the Year, 2013
Received scholarship to attend the Harvard Leadership Institute through Raise Your Hand Texas, 2012
Graciela Garcia Elementary recognized as Higher Performing School NCEA(National Certificate of Educational Achievement), 2010
Graciela Garcia becomes an International Baccalaureate authorized school, 2009
Graciela Garcia Elementary is featured in the Texas Monthly as one of the top schools, 2008
Received recognized rating for first time in history at Graciela Garcia Elementary, 2007
Graciela Garcia Elementary becomes a Dual Language campus, 2001
Received at White House the 21 Century Million Dollar Grant by President Clinton, 2000
Named Teacher of the Year at Clover Elementary, 1993

Professional Associations

DEIC (Districtwide Educational Improvement Council) Administrative Representative, 2015
TIF (Teacher Incentive Fund) Board Member, 2014
Member of the Research Review Board, 2014
Member of the PBMAS, (Performance Based Mentoring Analysis System) Committee, 2014
District Bilingual Committee Member, 2012
Raise Your Hand Texas Participant/Facilitator, 2012
TEPSA Member (Texas Elementary Principals and Supervisors Association), 2012
NABE Member (National Association for Bilingual Education), 2009
Valley Interfaith Executive Committee Member, 1996 - 2001
Alliance School Representative, 1996 - 2001
Title One Committee Member, 1989 - 1996
Member of the District Wide Committee, 1987 - 1994
LPAC (Language Proficiency Assessment Committee) Member, 1987 - 1995

Community Involvement

Social Justice Committee, St. John's Parish, 2015-Present

St. Johns Parish Council Member, 2013-Present
Funeral Service Ministry, 2012-Present
Eucharistic Minister at St. John's Parish, 2010-Present
Food Bank of the Rio Grande Valley Community Partner, 2011-2016
Young Playwrights' Theater Partner, 2013-2015
City of Pharr Recycling for a Beautiful Community Participant, 2013-2015
CCD Teacher, 1990-2011
Director of the Passion of Christ Drama at St. John's Parish, 2012-2014

References Upon Request

MEET RICHARD. A. GARZA,

Richard A. Garza is a lifelong resident of the Rio Grande Valley. He first received his real estate license at the age of 18 then continued on to graduate with a BBA in Finance from Pan American University in Edinburg, TX. He first joined BIC Realty in 1977. As Richard continues working on sales in residential and commercial real estate, he has also represented many banks in selling REO properties. His knowledge of over 46 years of experience in the Real Estate Industry allows him to provide clients with versatile, multi-market expertise. In the mid 80's, Richard began purchasing tracts of land and developed them into residential/ranch-type subdivisions and has since developed and sold over 10,000 acres. As a Real Estate developer, his job entails coordinating the development with engineers, city officials, city staff, utility contractors, paving contractors, water suppliers, and surveyors creating robust loyal industry relationships. Over the years Richard has also founded and participates in BIC Investments, GR Land Corporation, Garco, LTD, BIC Development, Goldstar Holdings, Ice House Ranches, GR Inversiones, and Anacahuillas companies. He is the previous Chairman of the Hidalgo County Appraisal District Board of Directors, Current Director of the Texas Land Developers Association, Current Member of the Santa Gertrudis Breeders International, Current Member of the Edinburg Chamber of commerce, Current Member of the McAllen Chamber of Commerce, Current Member of the McAllen Hispanic Chamber of Commerce and has participated/served his community in so many ways over his time in the Real Estate Industry.



Joe Daniel Olivarez

LNR Apartments

614 North Texas

956-463-5656

joe@LNRapts.com

OBJECTIVE

As a member of the Weslaco community I would like to be known as a leader. Someone who inspires and motivates other to achieve their goals.

EDUCATION —

University of Texas Austin
Bachelors of Arts in
Business Administration

EXPERIENCE

January 1999-Present
Owner • Olivarez Company

Manage, rent, renovate, build apartments and commercial offices.

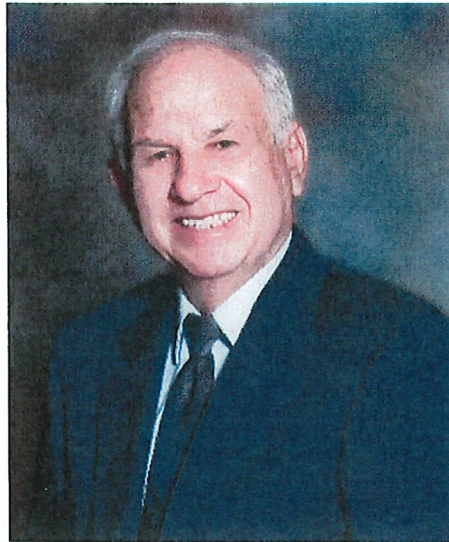
LEADERSHIP

Weslaco Economic Development Corporation
10 years to present
Hidalgo County Subdivision Review Board
10 years to present
Hidalgo County Appraisal District Review Board
12 years
Hidalgo County Appraisal District Board of Directors
4 years

REFERENCES

[Available upon request.]

**Amador Requenez
Mission**



Owner & operator of Valley Welding Steel & Steel Fabrication in Mission since 1970
Owner & Operator of Valley Crane Service since 1970
Member of the (AGC) Associated General Contractors of America for 43 years
Member of Mission Chamber of Commerce for 20 and Director for 4 years
Member of Mission Rotary for 20 years
Served on Board of Hidalgo County Water District #6
Served on the Hidalgo PIC (Private Industry Council)
Served on Hidalgo County Appraisal District Board of Directors from 1992 to 2009
Current Secretary Hidalgo County Appraisal District Board of Directors 2012 to Present

	2023 Tax Levied	2023 Total Levy	2023 Percent	Voting	2025-2027 Directorships	2025-2027 Official Votes
Entity						
Hidalgo County	\$ 301,903,688	\$ 1,076,972,422	28.033%	280	5	1,400
Cities						
Alamo	\$ 5,798,228	\$ 1,076,972,422	0.538%	5	5	25
Alton	\$ 3,671,868	\$ 1,076,972,422	0.341%	3	5	15
Donna	\$ 6,866,862	\$ 1,076,972,422	0.638%	6	5	30
Edcouch	\$ 717,755	\$ 1,076,972,422	0.067%	1	5	5
Edinburg	\$ 42,919,134	\$ 1,076,972,422	3.985%	40	5	200
Elsa	\$ 2,123,068	\$ 1,076,972,422	0.197%	2	5	10
Granjeno	\$ 32,308	\$ 1,076,972,422	0.003%	1	5	5
Hidalgo	\$ 3,355,112	\$ 1,076,972,422	0.312%	3	5	15
La Joya	\$ 1,339,280	\$ 1,076,972,422	0.124%	1	5	5
La Villa	\$ 738,372	\$ 1,076,972,422	0.069%	1	5	5
McAllen	\$ 62,158,794	\$ 1,076,972,422	5.772%	58	5	290
Mercedes	\$ 6,761,148	\$ 1,076,972,422	0.628%	6	5	30
Mission	\$ 32,462,336	\$ 1,076,972,422	3.014%	30	5	150
Palmview	\$ 4,205,944	\$ 1,076,972,422	0.391%	4	5	20
Penitas	\$ 1,904,345	\$ 1,076,972,422	0.177%	2	5	10
Progreso	\$ 1,164,505	\$ 1,076,972,422	0.108%	1	5	5
Pharr	\$ 34,450,268	\$ 1,076,972,422	3.199%	32	5	160
San Juan	\$ 11,550,566	\$ 1,076,972,422	1.073%	11	5	55
Sullivan City	\$ 791,149	\$ 1,076,972,422	0.073%	1	5	5
Weslaco	\$ 18,366,022	\$ 1,076,972,422	1.705%	17	5	85
Schools						
Donna	\$ 22,865,615	\$ 1,076,972,422	2.123%	21	5	105
Edcouch-Elsa	\$ 5,269,807	\$ 1,076,972,422	0.489%	5	5	25
Edinburg	\$ 78,035,449	\$ 1,076,972,422	7.246%	72	5	360
Hidalgo	\$ 8,696,499	\$ 1,076,972,422	0.807%	8	5	40
La Joya	\$ 32,969,209	\$ 1,076,972,422	3.061%	31	5	155
La Villa	\$ 1,657,030	\$ 1,076,972,422	0.154%	2	5	10
Lyford	\$ 190,106	\$ 1,076,972,422	0.018%	1	5	5
McAllen	\$ 86,308,387	\$ 1,076,972,422	8.014%	80	5	400
Mercedes	\$ 7,709,539	\$ 1,076,972,422	0.716%	7	5	35
Mission	\$ 30,925,838	\$ 1,076,972,422	2.872%	29	5	145
Monte Alto	\$ 2,319,190	\$ 1,076,972,422	0.215%	2	5	10
PSJA	\$ 62,430,424	\$ 1,076,972,422	5.797%	58	5	290
Progreso	\$ 3,250,072	\$ 1,076,972,422	0.302%	3	5	15
Sharyland	\$ 39,797,048	\$ 1,076,972,422	3.695%	37	5	185
So Tx College	\$ 83,552,783	\$ 1,076,972,422	7.758%	78	5	390
South Texas ISD	\$ 27,090,743	\$ 1,076,972,422	2.515%	25	5	125
Valley View	\$ 10,651,523	\$ 1,076,972,422	0.989%	10	5	50
Weslaco	\$ 29,972,407	\$ 1,076,972,422	2.783%	28	5	140
GRAND TOTALS	\$ 1,076,972,422		100.000%	1002		5,010

RESOLUTION NO. _____

STATE OF TEXAS

COUNTY OF HIDALGO

WHEREAS, the Chief Appraiser of Hidalgo County Appraisal District has called for the election of the Hidalgo County Appraisal District Board of Directors; and

WHEREAS, the **City of Edinburg** is entitled to cast a total of 200 votes in said election; and

WHEREAS, ballots must be returned by **December 15, 2024**, which is the deadline for accepting votes.

NOW THEREFORE BE IT RESOLVED by the **City of Edinburg** that the city does hereby cast _____ (#) of votes for (_____) for Hidalgo County Appraisal Board of Directors for 2025-2027.

READ, PASSED, AND APPROVED at a regular meeting by the City Commissioners of the **City of Edinburg**, on this _____ day of _____ month, 2024.

BY: _____
City Mayor

ATTEST:

City Secretary

RESOLUTION NO: ____

**THE STATE OF TEXAS § A RESOLUTION OF THE CITY COUNCIL OF THE
COUNTY OF HIDALGO § CITY OF EDINBURG CASTING THE VOTES FOR
CITY OF EDINBURG § CANDIDATE(S) TO THE HIDALGO COUNTY
 § APPRAISAL DISTRICT'S BOARD OF
 DIRECTORS FOR 2025-2027**

WHEREAS, the Chief Appraiser of the Hidalgo County Appraisal District has called for the election of the Hidalgo County Appraisal District Board of Directors; and,

WHEREAS, the calculated number of authorized votes for the City of Edinburg is 200 which are to be cast for one or more candidates for the Hidalgo County Appraisal District Board of Directors; and,

WHEREAS, nine (9) nominees representing various areas of Hidalgo County have been selected and have been made a part of the official ballot; and

WHEREAS, the ballots must be returned by December 15, 2024, which is the deadline for accepting votes;

WHEREAS, the Chief Appraiser will count all the votes timely submitted by each entity and declare the five candidates receiving the largest cumulative vote totals elected.

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

The Edinburg City Council votes were cast ____ of votes for, as the City's candidate(s) to the Hidalgo County Appraisal District's Board of Directors for 2025-2027.

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 19th 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 19, 2024

AWARDING OF BIDS

Agenda Item No: 15.A.

Purchase: Flygt pumps from Southern Trenchless Solutions

1. Agenda Item:

Consider Authorizing the Purchase of Two (2) Flygt Pumps from Southern Trenchless Solutions, Through the Local Government Purchasing Cooperative (BuyBoard) Contract No. 730-24, in the Amount Not to Exceed \$181,610.00. [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 Statutes while identifying vendors of commodities, goods and services at extremely competitive bid prices.

The two Flygt pumps will replace aged pumps and will allow for the plant to continue having pump redundancy at the headworks as required by the state. The warranty for the pumps is 5 years (prorated warranty begins at year 3).

Funding is available within the Fiscal Year 2024-2025 Capital Outlay.

3. Staff's Recommendation:

Approve Authorizing the Purchase of Two (2) Flygt pumps from Southern Trenchless Solutions, Through the Local Government Purchasing Cooperative (BuyBoard) Contract No. 730-24, in the Amount Not to Exceed \$181,610.00.

Reviewed by:

Gerardo Carmona, Director of Utilities
Tomas Reyna, Assistant City Manager

Approved - 11/1/2024

Final Approval - 11/1/2024

Prepared by:

Vanessa Velasquez,
Administrative Assistant

Attachments:

- A. Southern Trenchless Solutions Proposal
- B. Warranty



WARRANTY

Xylem Water Solutions USA, Inc.

For the period defined, Xylem Water Solutions USA, Inc. offers a commercial warranty to the original End Purchaser against defects in workmanship and material on Flygt Products. Warranty covers Flygt parts and labor as outlined in **ADDENDUM – A**.

COVERAGE:

Xylem Water Solutions USA, Inc. will pay the cost of parts and labor during the warranty period, provided that the Flygt product, with cable attached, is returned prepaid to a Xylem Water Solutions USA, Inc. Authorized Service Facility for Flygt Product repairs. Coverage for Flygt parts and labor will be provided for the period shown in **ADDENDUM - A**. The warranty period will begin from date of shipment or date of a valid Start-up (For permanently installed pumps only). In cases where the Start-up date is used as the beginning of the warranty on a permanently installed Flygt pump, a Start-up Report completed by an approved service technician from a Xylem Water Solutions USA, Inc. Authorized Service Facility for Flygt products must be received by the Xylem Water Solutions USA, Inc. Area Service Manager for Flygt Products within thirty (30) days of the initial onset of the unit placed into service. If not received, the beginning of the warranty coverage will default to the Flygt product ship date. A Start-up for a permanently installed Flygt pump must occur within one (1) year from the date of shipment from a Xylem Water Solutions USA, Inc. authorized facility for Flygt Products or warranty will automatically default to ship date as start of warranty. (See **STORAGE** section) When using the start-up date as the beginning of the warranty, a copy of the Start-up Report will be required to support any Warranty Claims. Warranty on Flygt Dewatering pumps will begin with ship date only. No other date on Flygt Dewatering pumps will be considered.

Xylem Water Solutions USA, Inc.'s sole obligation under this Warranty for Flygt Products shall be to replace, repair or grant credit for Flygt Products upon Xylem Water Solutions USA, Inc.'s exclusive determination that the Flygt Product does not conform to the above warranty. In the event that the Flygt product is replaced, warranty on the replacement product will be equal to the balance remaining on the original product or ninety (90) days, which ever is greater.

MISUSE:

This Warranty shall not apply to any Flygt product or part of Flygt product which (i) has been subjected to misuse, misapplication, accident, alteration, neglect, or physical damage (ii) has been installed, operated, used and/or maintained in a manner which is in an application that is contrary to Xylem Water Solutions USA, Inc.'s printed instructions as it pertains to installation, operation and maintenance of Flygt Products, including but without limitation to (iii) operation of equipment without being connected to monitoring devices supplied with specific products for protection; or (iv) damaged due to a defective power supply, improper electrical protection, faulty installation or repair, ordinary wear and tear, corrosion or chemical attack, an act of God, an act of war or by an act of terrorism; or (v) has been damaged resulting from the use of accessory equipment not sold by Xylem Water Solutions USA, Inc. or not approved by Xylem Water Solutions USA, Inc. in connection with Flygt products.

WEAR PARTS:

This warranty does not cover costs for standard and/or scheduled maintenance performed, nor does it cover Flygt parts that, by virtue of their operation, require replacement through normal wear (aka: Wear Parts), unless a defect in material or workmanship can be determined by Xylem Water Solutions USA, Inc.. Wear Parts are defined as Cutters, Cutting Plates, Impellers, Agitators, Diffusers, Wear Rings (Stationary or Rotating), Volutes (when used in an abrasive environment), oil, grease, cooling fluids and/or any items deemed necessary to perform and meet the requirements of normal maintenance on all Flygt equipment.



WARRANTY

Xylem Water Solutions USA, Inc.

DISCLAIMERS:

(i) Xylem Water Solutions USA, Inc.'s warranties are null and void when Flygt Products are exported outside of the United States of America without the knowledge and written consent of Xylem Water Solutions USA, Inc.; (ii) Xylem Water Solutions USA, Inc. makes no independent warranty or representation with respect to parts or products manufactured by others and provided by Xylem Water Solutions USA, Inc. (however, Xylem Water Solutions USA, Inc. will extend to the Purchaser any warranty received from Xylem Water Solutions USA, Inc.'s supplier for such parts or products).

LIMITATIONS:

XYLEM WATER SOLUTIONS USA, INC. NEITHER ASSUMES, NOR AUTHORIZES ANY PERSON OR COMPANY TO ASSUME FOR XYLEM WATER SOLUTIONS USA, INC., ANY OTHER OBLIGATION IN CONNECTION WITH THE SALE OF ITS FLYGT EQUIPMENT. ANY ENLARGEMENT OR MODIFICATION OF THIS WARRANTY BY A FLYGT PRODUCT DISTRIBUTOR, OR OTHER SELLING AGENT SHALL BECOME THE EXCLUSIVE RESPONSIBILITY OF SUCH ENTITY.

THE FOREGOING WARRANTY IS EXCLUSIVE AND IN LIEU OF ANY AND ALL OTHER EXPRESS OR IMPLIED WARRANTIES, GUARANTEES, CONDITIONS OR TERMS OF WHATEVER NATURE RELATING TO FLYGT PRODUCT(S), INCLUDING AND WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WHICH ARE HEREBY EXPRESSLY DISCLAIMED AND EXCLUDED. PURCHASER'S EXCLUSIVE REMEDY AND XYLEM WATER SOLUTIONS USA, INC.'S AGGREGATE LIABILITY FOR BREACH OF ANY OF THE FOREGOING WARRANTIES IS LIMITED TO REPAIRING OR REPLACING FLYGT PRODUCTS AND SHALL IN ALL CASES BE LIMITED TO THE AMOUNT PAID BY THE PURCHASER HEREUNDER. IN NO EVENT IS XYLEM WATER SOLUTIONS USA, INC. LIABLE FOR ANY OTHER FORM OF DAMAGES, WHETHER DIRECT, INDIRECT, LIQUIDATED, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY OR SPECIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF USE, LOSS OF PROFIT, LOSS OF ANTICIPATED SAVINGS OR REVENUE, LOSS OF INCOME, LOSS OF BUSINESS, LOSS OF PRODUCTION, LOSS OF OPPORTUNITY OR LOSS OF REPUTATION.

XYLEM WATER SOLUTIONS USA, INC. WILL NOT BE HELD RESPONSIBLE FOR TRAVEL EXPENSES, RENTED EQUIPMENT, OUTSIDE CONTRACTOR'S FEES, OR ANY EXPENSES ASSOCIATED WITH A FLYGT PRODUCT REPAIR SHOP NOT AUTHORIZED BY XYLEM WATER SOLUTIONS USA, INC. U.S.A., INC. REIMBURSEMENT COSTS FOR CRANES AND/OR ANY SPECIAL EQUIPMENT USED IN CONJUNCTION FOR THE REMOVAL AND/OR REINSTALLATION OF ANY FLYGT EQUIPMENT IS NOT COVERED UNDER THIS WARRANTY.

ANY UNAUTHORIZED ALTERATIONS TO SUPPLIED FLYGT EQUIPMENT USED WITHOUT XYLEM WATER SOLUTIONS USA, INC. SUPPLIED FLYGT BRAND CABLE OR CONTROLS WILL NOT BE COVERED UNDER THIS WARRANTY, UNLESS IT CAN BE PROVEN SUCH ANCILLARY EQUIPMENT IS SUITABLE FOR THE PURPOSE AND EQUAL TO XYLEM WATER SOLUTIONS USA, INC. SUPPLIED FLYGT BRAND CABLES OR CONTROLS THAT WOULD ORIGINALLY HAVE BEEN SUPPLIED WITH THE TYPE OF EQUIPMENT IN USE.

REQUIREMENTS:

A copy of Electrical System Schematics of the Control used (including a Control's Bill of Material) could be required to support a Warranty Claim when a non Flygt Brand Control is used. In addition, a written record, hereby known as "the log", will be associated with each unit serial number and must be maintained by the organization having product maintenance responsibility. The log must record each preventative maintenance activity and any repair activity during the life of the warranty or verification that a Xylem Water Solutions USA, Inc. authorized Service Contract for Flygt Products is in force and must be available for review and/or auditing. Failure to meet these conditions could render this warrant null and void. Such logs could be required to determine warranty coverage.



WARRANTY

Xylem Water Solutions USA, Inc.

STORAGE:

Should a delay occur between ship date and the date of start-up, maintenance as outlined in Xylem Water Solutions USA, Inc.'s Care & Maintenance Manual for Flygt Products must be performed by the "CONTRACTOR" and/or "OWNER" during any such period of storage. Documentation providing proof and outlining what maintenance was performed must be provided to Xylem Water Solutions USA, Inc. or its Flygt Products representative within thirty (30) days of said maintenance, or the Xylem Water Solutions USA, Inc. warranty for Flygt Products could be considered void.

CONTROLS:

Warranty coverage for permanently installed controls will start for the end purchaser on the date of shipment. This warranty does not apply to controls that have been damaged due to a defective and/or improper input power supply, improper electrical protection, accidental damage, improper or unauthorized installation and/or repair, unauthorized alteration, negligence, environmental corrosion or chemical attack, improper maintenance or storage of control, any act of God, an act of war, an act of terrorism or damage resulting from the use of accessory equipment not approved by Xylem Water Solutions USA, Inc.. Further, this warranty does not apply in the event an adjustment is found to correct the alleged defect.

Solid state devices will be covered for a period of one (1) year except in the Flygt Standard Control Panel (FSCP) where the solid state devices will be covered for the full warranty period of the control panel. Electrical control panels containing controllers, PLC's, drives, soft starts, and other computerized equipment will require Transient Voltage Surge Suppression (TVSS) protection in order to satisfy the requirements of this warranty. The protection equipment associated with the control must be kept in working condition during the life of the warranty. Auxiliary equipment supplied with the control (air-conditioners etc.) is limited by the respective original equipment manufacturer's warranty offered. Consumable items such as: light bulbs, fuses, and relays are covered under normal operating conditions. Electrical surges experienced during startups and/or during normal operating use of the control panel will cause the consumable items not to be covered under this warranty policy. Components not supplied by Xylem Water Solutions USA, Inc. will not covered by this warranty.

TOP (The Optimum Pump Station)

Xylem Water Solutions USA, Inc. will warrant the Flygt TOP pre-engineered fiberglass pump station components against defects in material and workmanship for a period of one (1) year from date of start-up or eighteen (18) months from date of shipment and is valid only to the original owner of the station. Warranty shall cover the cost of labor and materials required to correct any warrantable defect, excluding any removal and reinstallation costs, FOB Xylem Water Solutions USA, Inc.'s authorized warranty service location for Flygt's TOP.

Flygt Products contained within a TOP pre-engineered fiberglass pump station will carry the standard Xylem Water Solutions USA, Inc. warranty for Flygt products and/or accessories installed in the TOP pre-engineered fiberglass pump station.

All Flygt Product restrictions and/or limitations as outlined and described within the context of this warranty are germane to all sections of this Xylem Water Solutions USA, Inc. Warranty document.

Xylem Water Solutions USA, Inc.
National Quality Assurance - US Corporate



WARRANTY

Xylem Water Solutions USA, Inc.

ADDENDUM – WARRANTY COVERAGE BY PRODUCT

PRODUCT	PRODUCT SERIES AND CONFIGURATION	Months	Months	Months	Months	Months
		1 - 12	13 - 24	25 - 36	37 - 39	40 - 60
Axial Flow/ Mixed Flow/ Centrifugal Pumps & Mixers	3000 Series (CP, NP, DP, CT, NT, CZ, NZ, LL) 4000 Series (SR, PP) 7000 Series (PL)	100%		50%		25%
Flygt Standard Control Panels (FSCP)	Standard Control Panels (FSCP – permanently installed)	100% (From Ship Date)				
ETO Electrical Control Panels	Engineered to Order, Xylem Manufactured Control Panels (permanently installed) - 3 Years	100% - 1 YR	LIMITED - 2 - YR			
Abrasion/Corrosion Resistant & Chopper/ Grinder Pumps	3000 Series (MP, MF, MH, FP, FS, FT, HP, HS) 5000 Series (HP, HS) 8000.280 Series (DP, DZ, DT, DS, DF)	100%				
Dewatering Pumps	2000 Series (BS, KS) 3000 Series (CS, NS, DS) 8000.280 Series (DS, DF)	100% (From Ship Date)				
TOPS	Fiberglass Pump Station	100% (From Ship Date)				
Accessories	Permanent / Portable	100% (From Ship Date)				
Hydro ejectors/ Aerators	HE, JA	100%				
Portable Pump Controls TOPS Control Panels	Control Boxes (Nolta, MSHA etc.) TOPS control panels (permanently installed)	100% (From Ship Date)				
Small Pumps	3045, 3057, SX	100% (From Ship Date)				
Parts - *	All new Flygt parts (mechanical & electrical)	100% (From Ship Date)				

* - Parts that fail where used in a repair are warranted for one (1) year from the date of the repair for the failed part only – no labor; This Includes Flygt pump controllers, Flygt supervision equipment, Flygt submersible level transducers, etc.



CITY OF EDINBURG - CITY COUNCIL

Meeting Date: November 19, 2024

AWARDING OF BIDS

Agenda Item No: 15.B.

Purchase: One (1) 2000 Gallon Distributor Truck

1. Agenda Item:

Consider Authorizing the Purchase of One (1) 2000 Gallon Distributor Truck from Doggett Freightliner of Austin, Texas Through the Texas Local Government Purchasing Cooperative (TIPS) Contract No. 230-802 in the Amount of \$257,108.75. [Vincent A. Romero, CPM, Public Works Director]

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 Statutes while identifying vendors of commodities, goods and services at extremely competitive bid prices.

The City solicited cooperative quotes from three (3) qualified vendors, with Doggett Freightliner of Austin, Texas providing the lowest quote. Below is the list of Vendors who responded:

Doggett Freightliner	\$257,108.75
ROMCO Paving Equipment	\$309,739.00
ROMCO Paving Equipment	\$316,245.00

Funding in the amount of \$260,000.00 is available through the FY 2024-2025 Capital Lease Program.

Staff has verified that no monies are owed to the City by Doggett Freightliner of Austin, Texas. This purchase is through TIPS Contract No. 230-802, which has been verified by the Finance Department.

This equipment will be utilized by the Public Works/Streets Division for Neighborhood Paving Improvements. This equipment will be used to apply prime oil to streets in preparation for paving.

3. Staff's Recommendation:

Approve Authorizing the Purchase of One (1) 2000 Gallon Distributor Truck from Doggett Freightliner of Austin, Texas Through the Texas Local Government Purchasing Cooperative (TIPS) in the Amount of \$257,108.75

Reviewed by:

Tomas Reyna, Assistant City Manager

Final Approval - 11/1/2024

Prepared by:

Vincent Romero, Director of Public Works

Attachments:

- A. BID RECCOMMENTION FORM
- B. City of Edinburg - Freightliner quote
- C. City of Edinburg - ROMCO Quote
- D. City of Edinburg - ROMCO Quote 2

BID RECOMMENDATION FORM

Title: 2000 Gallon Distributor Truck

Bid No.: TIPS 200-206

Date Opened: October 31, 2024

			DOGETT FREIGHTLINER. Austin, TX TIPS # 723-23		ROMCO PAVING EQUIPMENT Mercedes, TX Buy Board #685-22		ROMCO PAVING EQUIPMENT Mercedes, TX Buy Board #685-22	
ITEM	QUANTITY	DESCRIPTION OF GOODS OR SERVICES	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
1	1	2000 Gallon Distributor Truck	\$257,108.75	\$257,108.75	\$309,739.00	\$309,739.00	\$316,245.00	\$316,245.00
SUBTOTAL.....								
NET TOTAL.....				\$257,108.75		\$309,739.00		\$316,245.00
TERMS.....			3 year	Extended Warranty				
DELIVERY.....			3-6 Months from date of PO					

RECOMMENDATION:

Award: Consider Awarding State Contract Purchase through TIPS, to Austin Freightliner
of Austin, Texas for the purchase of one (1) 2000 Gallon Distributor Truck as price listed
in the amount of \$257,108.75

Department: Public Works - Streets Division

Budgeted Amount Available: \$257,109

Additional Funds Required: \$0.00

Prepared By: Vincent Romero CPM, Director of Public of Works

DISCLAIMER:

The above bid recommendation is made by Department Directors and the final award is subject to City Council approval.

**DOGETT FREIGHTLINER OF SOUTH TEXAS LLC - AUSTIN**1701 Smith Rd.
Austin, Texas 78721Bus: 512-389-0000
Fax: 512-389-2663**INV #:****DATE:** 10/31/2024
INVOICE / BUYER'S ORDER

BUYER'S NAME CITY OF EDINBURG		TELEPHONE (956)388-8210	
ADDRESS 415 W. UNIVERSITY DR.		CITY EDINBURG	STATE TX
YEAR 2025	MAKE FREIGHTLINER	MODEL/BODY M2106 / ETNYRE	VIN TBD
		ZIP CODE 78539	
		LICENSE PLATE	

A DOCUMENTARY FEE IS NOT AN OFFICIAL FEE. A DOCUMENTARY FEE IS NOT REQUIRED BY LAW, BUT MAY BE CHARGED TO BUYER FOR HANDLING DOCUMENTS RELATING TO THE SALE. A DOCUMENTARY FEE MAY NOT EXCEED A REASONABLE AMOUNT AGREED TO BY THE PARTIES. THIS NOTICE IS REQUIRED BY LAW.

UN PAGO DOCUMENTAL NO ES UN CARGO OFICIAL. LA LEYNO EXIGUE SE IMPONGA UN CARGO DOCUMENTAL. PERO ESTE PODRIA COBRARSE A LOS COMPRADORES POR EL MANEJO DE LA DOCUMENTACION EN RELACION CON LE VENTA. UN CARGO DOCUMENTAL NO PUEDI EXCEDER UNA CANIDAD PAZONABLE ACORDADA POR LAS PARTES. ESTA NOTIFICACION SE EXIGUE POR LA LEY.

DISCLAIMER OF WARRANTIES

Purchaser acknowledges and agrees that Dealer did not manufacture and therefore makes no implied or express warranty with regard to the Purchased Unit(s) and any service work or make-ready work shall not create any warranty of any nature whatsoever with respect to the Purchased Unit(s). Additionally, Purchaser agrees to use the Purchased Unit(s) and/or chassis at Purchaser's own risk and hereby releases Dealer, its principals, officers, directors, shareholders, members, agents, employees, successors and assigns, from any and all claims for any damages or injuries of any nature whatsoever to the full extent permitted by law.

MILEAGE:

BASE CHASSIS SELLING PRICE PER TIPS	\$85,556.52
CHASSIS OPTION CONTENT:	\$16,543.48

Engine, GHG Surcharge, Trans, 2-speed axle, frame

ETNYRE CENTENNIAL DISTRIBUTOR 2K GAL PER PROVIDED SPECS	\$146,358.75
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FREIGHT/PDI/STARTUP ASSISTANCE	\$8,650.00
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TIPS CONTRACT # 230-802

MILEAGE:			
YEAR	MAKE	MODEL/BODY	VIN
MILEAGE:	TRADE-IN		
YEAR	MAKE	MODEL/BODY	VIN

		SUBTOTAL	\$257,108.75
PAYOFF TO:		SALES TAX	\$0.00
ADDRESS:		DEALER'S INVENTORY TAX	\$0.00
GOOD UNTIL:		TITLE FEE	\$0.00
QUOTED BY:		LICENSE FEE	\$0.00
SHOW LIEN TO:		DOCUMENTARY FEE	\$0.00
ADDRESS:		FEDERAL EXCISE TAX	\$257,108.75
		TOTAL SALE PRICE	\$257,108.75
DATED:		LESS DEPOSIT	\$0.00
DRAFT FOR \$		EXT. WARRANTY	\$0.00
DRAFT THRU:		TRADE VALUE	\$0.00
ADDRESS:		TOTAL BALANCE DUE	\$257,108.75

**The Dealer's Inventory Tax charge is intended to reimburse the dealer for ad valorem taxes on its motor vehicle inventory. The charge, which is paid by the Dealer to the county tax assessor-collector, is not a tax imposed on a consumer by the government, and is not required to be charged by the dealer to the consumer.

1. These Terms and Conditions shall govern the sale of motor vehicles ("Purchased Unit(s)") by Dealer to Purchaser. Dealer's performance and prices are expressly conditioned on these terms and conditions. This document shall be the final, complete, and exclusive agreement between the parties and may not be modified, amended, supplemented, explained, or waived by parol evidence, Purchaser's purchase order, a course of dealings, custom or trade usage, prior representations, Dealer's performance or delivery, Dealer's catalogs, circulars or other promotional material, or in any other way except in writing signed by Dealer's Authorized Representative. Dealer's Authorized Representative shall mean Dealer's Vice-President, General Counsel, Chief Financial Officer, or President.

2. Purchaser agrees to complete one of the following, and agrees that despite delivery of the Purchased Unit(s) to Purchaser, title to the Purchased Unit(s) shall remain with Dealer until Purchaser completes one of the following: (1) pay the balance due, as shown on this Order, in cash or (2) execute a Time Sales Agreement (Retail Installment Contract), or (3) execute a Loan Agreement for the purchase price of the Purchased Unit(s) plus additional charges shown herein, or (4) execute a lease agreement, on or before delivery of the Purchased Unit(s). Purchaser and Dealer agree that this Order is not a security agreement and that delivery of the Purchased Unit(s) to the Purchaser pursuant to this Order will not constitute possession of the Purchased Unit(s) by the Purchaser, as a debtor, for the purposes of the purchase money security provisions in any statutes relating to personal property security or its equivalent. Purchaser understands that its rights in connection with this purchase are limited as set forth in this Order.

3. Manufacturer has reserved the right to change the price to Dealer of new motor vehicles without notice. In the event the price to Dealer of new motor vehicles of the series and body type ordered hereunder is changed by Manufacturer prior to delivery of the Purchased Unit(s) ordered hereunder to Purchaser, Dealer reserves the right to change the cash delivered price (or any other pricing) of such motor vehicle to Purchaser accordingly. If such cash delivered price (or any other pricing) is increased by Dealer by five percent (5%) or more, Purchaser's sole remedy is to cancel this Order, in which event if a used motor vehicle has been traded in as a part of the consideration for such new Purchased Unit(s), such used motor vehicle shall be returned to Purchaser upon payment by Purchaser to Dealer of all storage and repair cost incurred or, if such used motor vehicle has been previously sold by Dealer, the amount received for such sale by Dealer, less a selling commission of 15% and any cost or expense incurred in storing, repairing, insuring, conditioning or advertising said used motor vehicle for sale, shall be returned to Purchaser. Purchaser waives all other claims for any damages resulting from a manufacture's change in pricing and/or a related cancellation.

BUYER'S SIGNATURE: _____**SELLER'S SIGNATURE:** _____**DATE** _____



ASPHALT DISTRIBUTOR
QUOTATION AND ORDER FORM
MODEL BC-502

CUSTOMER: City of Edinburg

DATE: 9/27/24

CONTACT: _____

PHONE: _____

FAX: _____

EMAIL: _____

STANDARD EQUIPMENT

PRODUCT TANK

Tank shell constructed of 10-gauge mild steel with 7 gauge rolled heads and baffles. 20" full opening manhole and staggered crawl holes through baffles. Overflow well with 3" drain through tank, 2" mineral wool insulation (equivalent to 3" fiberglass). 1/8" aluminum jacket heads .045 aluminum jacketed; full 3" vent; 4" plug-type valve, single blade bolster design with resilient mounting to truck. 24" no-slip grip-strut catwalk, all seams electrically welded. Built to U.S.D.O.T. SPECIFICATIONS 49-CFR-173.247.

SPRAY BAR

12' spray bar is full circulating, with large 4" cross section for more consistent flow. Includes 8' center section with 2' folding, breakaway wings. Wings are equipped with safety tilt switches to prevent accidental spraying when wings are raised.

SPRAY BAR CONTROLS

Driver has control of all spray bar functions in the cab, including on-off control of spray widths in 1 foot increments (cuts).

METERS AND GAUGES

Driver can readily check all functions from the cab. Large, high-brightness digital displays show *feet-per-minute* traveled and *gallons-per minute* pumped at all times. Elapsed footage and gallons sprayed with resettable totaling functions, spray bar width and actual gallons per square yard being sprayed. Tank float gauge can be seen from driver's position.

MIRROR (Optional)

4-Way remote air operated curbside 9" X 16" mirror.

COMPUTERIZED RATE CONTROL

Exact consistent spread rate within +/-1% accuracy – with no operator calculations or adjustments.



PRODUCT PUMP

Positive displacement 4" X 4" gear-type pump, with high temperature shaft packing and is heated with truck engine coolant. Pump is easily disassembled for service behind tank and above frame.

PUMP DRIVE

400 GPM of product (asphalt) capacity is provided by a hydrostatic transmission. Pump GPM adjustment from drivers or side console position with electric control.

ASHPALT VALVE SELECTOR

The asphalt valve selector is located on the left side of the asphalt distributor; away from the hot spray bar and asphalt pump system. The asphalt valve selector converts the manually operated valves to pneumatically operated remote control valves. Valves "A&D", used for material off-load remains manually operated. The operator selects pump and spray options with the rotary selector portion of the asphalt valve selector assembly that indicates an option number and the necessary valves to actuate. A brief description of each option is provided on the data plate. Once the desired option is selected, only the specific valves and pump function indicated can be actuated. Four (4) in cab and six (6) outside individual spray and pump options are available with the asphalt valve selector system.

PIPING, VALVE AND SCREENS

Intake is full 4" full flow piping. Discharge is full 3" radius, full flow piping. All valves gate-type. Load, pump and bar screens prevent clogging of nozzles or damage to system from foreign objects. Rubber type hot asphalt hoses feed spray bar.

EXTERNAL WASHDOWN

A 10-gallon air pressurized tank dispenses biodegradable solvents through 25' of 1/4" hose.

PUMP AND SPRAY BAR FLUSHING

A 30-gallon flush tank heated by truck engine coolants is valved so the asphalt pump can circulate solvents through the complete system and return to solvent tank, for reuse.

HANDSPRAY

Reel mounted 40 foot, X 3/4" rubber hose with swivel connection at aluminum hand wand.

FENDERS & TROUGH

Single or tandem sizes.

PAINT

Non-aluminum parts painted black.

TOOL BOX

Side opening, weather tight, and key lock.

BC-502/CRC

Customer: City of Edinburg

Date: 9/27/24

- 1 16 Feet One-Foot Cuts on Main Bar. One-Foot Cuts on Wings
- 1 Double-Fold Wings
- 1 Individually Controlled Line Markers (Pair)
- 1 Dual Diesel Burners
- 1 Second Tank Float Gauge
- 1 Beacon Light
- 1 Convenience Group: Glove Box- Spray Bar Height Chain, Nozzle
 - Box with Three Sizes of Nozzles
 - Wet Tool Box (O.J.)
- 1 Worklights (2 Front, 2 Rear)
- 1 "HOT SHIFT" PTO MOUNTED OFF OF TRANSMISSION
- 1 2,000 Gallon

Tank Sale Price (BuyBoard Contract #685-22) \$ 203,766.00

2024 Freightliner M2-106 Plus \$ 112,479.00

Total \$ 316,245.00

ROMCO/BearCat reserves the right to modify pricing on all quotes and orders with material and labor surcharges as needed.

Accepted for:

City of Edinburg

ROMCO Equipment Co. LLC

Signature _____

Signature _____

Name _____

Name _____

Title _____

Title _____

Date _____

Date _____





ASPHALT DISTRIBUTOR
QUTOATION AND ORDER FORM
MODEL BC-502

CUSTOMER: City of Edinburg

DATE: 10/8/24

CONTACT: _____

PHONE: _____

FAX: _____

EMAIL: _____

STANDARD EQUIPMENT

PRODUCT TANK

Tank shell constructed of 10-gauge mild steel with 7 gauge rolled heads and baffles. 20" full opening manhole and staggered crawl holes through baffles. Overflow well with 3" drain through tank, 2" mineral wool insulation (equivalent to 3" fiberglass). 1/8" aluminum jacket heads .045 aluminum jacketed; full 3" vent; 4" plug-type valve, single blade bolster design with resilient mounting to truck. 24" no-slip grip-strut catwalk, all seams electrically welded. Built to U.S.D.O.T. SPECIFICATIONS 49-CFR-173.247.

SPRAY BAR

12' spray bar is full circulating, with large 4" cross section for more consistent flow. Includes 8' center section with 2' folding, breakaway wings. Wings are equipped with safety tilt switches to prevent accidental spraying when wings are raised.

SPRAY BAR CONTROLS

Driver has control of all spray bar functions in the cab, including on-off control of spray widths in 1 foot increments (cuts).

METERS AND GAUGES

Driver can readily check all functions from the cab. Large, high-brightness digital displays show *feet-per-minute* traveled and *gallons-per minute* pumped at all times. Elapsed footage and gallons sprayed with resettable totaling functions, spray bar width and actual gallons per square yard being sprayed. Tank float gauge can be seen from driver's position.

MIRROR (Optional)

4-Way remote air operated curbside 9" X 16" mirror.

COMPUTERIZED RATE CONTROL

Exact consistent spread rate within +/-1% accuracy – with no operator calculations or adjustments.



PRODUCT PUMP

Positive displacement 4" X 4" gear-type pump, with high temperature shaft packing and is heated with truck engine coolant. Pump is easily disassembled for service behind tank and above frame.

PUMP DRIVE

400 GPM of product (asphalt) capacity is provided by a hydrostatic transmission. Pump GPM adjustment from drivers or side console position with electric control.

ASHPALT VALVE SELECTOR

The asphalt valve selector is located on the left side of the asphalt distributor; away from the hot spray bar and asphalt pump system. The asphalt valve selector converts the manually operated valves to pneumatically operated remote control valves. Valves "A&D", used for material off-load remains manually operated. The operator selects pump and spray options with the rotary selector portion of the asphalt valve selector assembly that indicates an option number and the necessary valves to actuate. A brief description of each option is provided on the data plate. Once the desired option is selected, only the specific valves and pump function indicated can be actuated. Four (4) in cab and six (6) outside individual spray and pump options are available with the asphalt valve selector system.

PIPING, VALVE AND SCREENS

Intake is full 4" full flow piping. Discharge is full 3" radius, full flow piping. All valves gate-type. Load, pump and bar screens prevent clogging of nozzles or damage to system from foreign objects. Rubber type hot asphalt hoses feed spray bar.

EXTERNAL WASHDOWN

A 10-gallon air pressurized tank dispenses biodegradable solvents through 25' of 1/4" hose.

PUMP AND SPRAY BAR FLUSHING

A 30-gallon flush tank heated by truck engine coolants is valved so the asphalt pump can circulate solvents through the complete system and return to solvent tank, for reuse.

HANDSPRAY

Reel mounted 40 foot, X 3/4" rubber hose with swivel connection at aluminum hand wand.

FENDERS & TROUGH

Single or tandem sizes.

PAINT

Non-aluminum parts painted black.

TOOL BOX

Side opening, weather tight, and key lock.

BC-502/CRC

Customer: City of Edinburg

Date: 10/8/24

- 1 12 Feet One-Foot Cuts on Main Bar. One-Foot Cuts on Wings
- 1 Double-Fold Wings
- 1 Dual Diesel Burners
- 1 Beacon Light
- 1 Worklights (2 Front, 2 Rear)
- 1 "HOT SHIFT" PTO MOUNTED OFF OF TRANSMISSION
- 1 2,000 Gallon

Tank Sale Price (BuyBoard Contract #685-22) \$ 197,260.00

2024 Freightliner M2-106 Plus \$ 112,479.00

Total \$ 309,739.00

ROMCO/BearCat reserves the right to modify pricing on all quotes and orders with material and labor surcharges as needed.

Accepted for:

City of Edinburg

ROMCO Equipment Co. LLC

Signature _____

Signature _____

Name _____

Name _____

Title _____

Title _____

Date _____

Date _____





CITY OF EDINBURG - CITY COUNCIL

Meeting Date: November 19, 2024

AWARDING OF BIDS

Agenda Item No: 15.C.

Purchase: Asphalt Zipper

1. Agenda Item:

Consider Authorizing the Purchase of a 2024 480xi-260H Reclaimer/Stabilizer “HOT ROD” from Asphalt Zipper in Through Houston Galveston Area Council (HGAC) Contract No. SM 10-20 in the Amount of \$287,450.00. [Vincent Romero, Director of Public Works]

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 Statutes while identifying vendors of commodities, goods and services at extremely competitive bid prices.

An Asphalt Zipper machine is essential for paving projects due to its efficiency, cost-effectiveness, and environmental benefits. It quickly grinds and recycles old asphalt on-site, reducing material and labor costs while speeding up the removal process. The machine ensures a smooth, uniform surface, improving the quality and durability of new pavement. Its versatility allows it to attach to various vehicles and work in tight spaces, making it ideal for different project sizes. Additionally, by minimizing traffic disruptions and cutting down on new material needs, it offers a more sustainable and economical solution for asphalt repair and resurfacing projects.

Funding is available through the State and Local Fiscal Recovery Funds (SLFRF).

3. Staff's Recommendation:

Approve Authorizing the Purchase of a 2024 480xi-260H Reclaimer/Stabilizer “HOT ROD” from Asphalt Zipper in through Houston Galveston Area Council (HGAC) Contract No. SM 10-20 in the Amount of \$287,450.00.

Reviewed by:

Vincent Romero, Director of Public Works
Tomas Reyna, Assistant City Manager

Approved - 11/1/2024

Final Approval - 11/1/2024

Prepared by:

Vincent Romero, Director of
Public Works

Attachments:

- A. City of Edinburg TX AZ480Xi-260H WA 10.24.24
- B. Asphalt Zipper EntityInformation_20241023-013925



#

Today's Date: **10/24/2024**

HGAC Contract #: SM 10-20

Expires: 12/31/2024
Proposal good to end of 2024

Field Rep: Barry Dill

*Order Deposit:

Signature indicates acceptance of this Proposal/Invoice based on satisfactory performance of the Asphalt Zipper Machine

Terms and Conditions: This proposal is a preliminary estimate; all prices are in US Dollars. Final sales price subject to approval by Asphalt Zipper accounting. Price does NOT include sales tax or GST(Canada); applicable sales tax or GST will be added to final invoice. Machine availability and specifications are subject to change at anytime by Asphalt Zipper. *A Deposit is required for all Orders. All returns and cancelled custom orders are subject to a 20% restocking fee plus any freight charges.



ASPHALT ZIPPER INC

Unique Entity ID NXC6UHL4ZNK6	CAGE / NCAGE 09ZQ5	Purpose of Registration All Awards
Registration Status Active Registration	Expiration Date Apr 10, 2025	
Physical Address 310 W 700 S Pleasant Grove, Utah 84062-3571 United States	Mailing Address 310 W 700 S Pleasant Grove, Utah 84062-3571 United States	

Business Information

Doing Business as (blank)	Division Name (blank)	Division Number (blank)
Congressional District Utah 03	State / Country of Incorporation Utah / United States	URL http://www.asphaltzipper.com

Registration Dates

Activation Date Apr 12, 2024	Submission Date Apr 10, 2024	Initial Registration Date Jan 15, 2002
--	--	--

Entity Dates

Entity Start Date Sep 19, 2000	Fiscal Year End Close Date Dec 31
--	---

Immediate Owner

CAGE 7L8K6	Legal Business Name AZ HOLDINGS INC
----------------------	---

Highest Level Owner

CAGE (blank)	Legal Business Name (blank)
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Executive Compensation

Registrants in the System for Award Management (SAM) respond to the Executive Compensation questions in accordance with Section 6202 of P.L. 110-252, amending the Federal Funding Accountability and Transparency Act (P.L. 109-282). This information is not displayed in SAM. It is sent to USAspending.gov for display in association with an eligible award. Maintaining an active registration in SAM demonstrates the registrant responded to the questions.

Proceedings Questions

Registrants in the System for Award Management (SAM.gov) respond to proceedings questions in accordance with FAR 52.209-7, FAR 52.209-9, or 2. C.F.R. 200 Appendix XII. Their responses are displayed in the responsibility/qualification section of SAM.gov. Maintaining an active registration in SAM.gov demonstrates the registrant responded to the proceedings questions.

Exclusion Summary

Active Exclusions Records?

No

SAM Search Authorization

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

Yes

Entity Types

Business Types

Entity Structure Corporate Entity (Not Tax Exempt)	Entity Type Business or Organization	Organization Factors Manufacturer of Goods
Profit Structure For Profit Organization		

Socio-Economic Types

Check the registrant's Reps & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

Financial Information

Accepts Credit Card Payments Yes	Debt Subject To Offset No
EFT Indicator 0000	CAGE Code 09ZQ5

Points of Contact

Electronic Business

 Jon P Duke, Asst Controller	310 West 700 South Pleasant Grove, Utah 84062 United States
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Government Business

 Dave Fokken	310 West 700 South Pleasant Grove, Utah 84062 United States
Terry L Handen, President	310 West 700 South Pleasant Grove, Utah 84062 United States

Past Performance

 Patrick Duke, Asst. Controller	310 West 700 South Pleasant Grove, Utah 84062 United States
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Service Classifications

NAICS Codes

Primary	NAICS Codes	NAICS Title
Yes	333120	Construction Machinery Manufacturing
	333131	Mining Machinery And Equipment Manufacturing
	333515	Cutting Tool And Machine Tool Accessory Manufacturing

Product and Service Codes

PSC	PSC Name
3415	Grinding Machines
3417	Milling Machines

Disaster Response

This entity does not appear in the disaster response registry.



CITY OF EDINBURG - CITY COUNCIL

Meeting Date: November 19, 2024

AWARDING OF BIDS

Agenda Item No: 15.D.

RFP No. 2024-022 Pest Control Services

1. **Agenda Item:**

Consider Awarding RFP No. 2024-022, Pest Control Services to Last Defense Pest Control, LLC the Highest-Ranking Proposal 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:**

City staff is requesting a quarterly service agreement for pest control of insects including Insects & Arthropods, Rodents, and Marsupials for a period of one (1) year, beginning December 1, 2024 through September 30, 2025, with the option to renew for up to three years, in one year periods.

Materials applied in pest control services shall confirm to Federal, State and local Ordinances and/or laws. Pesticides shall be utilized with due precaution and special care shall be exercised during the use of liquid insecticides in areas having an asphalted, mastic, or linoleum floor surface. All pest control shall be performed in a safe manner in accordance with the most modern and effective scientific pest control procedures.

This service will include pest control of Insects, Arthropods, Rodents, and Marsupials and the Contractor will provide service within each physical structure and it's perimeter on a regularly scheduled basis provided by contractor. Any additional treatments/callbacks required outside of the established treatment schedule should be allotted for in this agreement.

On, October 15, 2024, requests for proposals were opened for RFP No. 2024-022, Pest Control Services. Four (4) RFP's were received and opened. After thorough review, it was determined that four (4) 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, Director of Aviation. After review and tabulation staff recommends awarding RFP No. RFP No. 2024-022, Pest Control Services to Last Defense Pest Control, LLC the highest ranking proposal. The City of Edinburg has previously done business with Pest Control Services to Last Defense Pest Control, LLC. The city has verified no monies are owed to the city by Pest Control Services to Last Defense Pest Control, LLC.

Below are the proposals presented in their ranked order:

1. Last Defense Pest Control, LLC
2. Paredes Pest Control, LLC
3. Mid Valley Pest Control, LLC
4. FANC Enterprise, LLC

Funding is available within the 2024-2025 Fiscal Year - Building Maintenance - Rents and contracts.

3. Staff's Recommendation:

Approve Awarding RFP No. 2024-022, Pest Control Services to Last Defense Pest Control, LLC the Highest-Ranking Proposal 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. Vendor Scores by Evaluation Criteria-Pest Control Services
- B. Notice to Respondents-Pest Control Services
- C. Bidders List-Pest Control Services
- D. Agreement Pest Control Services Last Defenese LLC 10.24.24
- E. Last Defenece Pest Control Proposal
- F. Paredes Pest Control LLC Edinbug_Proposal_(1)
- G. Mid Valley Pest Control Response_to_Questions;Organizational_Chart;_Licenses
- H. FANC Enterprise LLC CItY_Of_Edinburg_Pest_Control_Proposal



RFP 2024-022 - Pest Control Services
Opening Date: Oct. 15, 2024 at 3:00 p.m.

Vendor	Cost Proposal	Previous Experience in providing a superior level of service on like-sized public and/or private projects.	Assessment of Work Quality, Performance and Working Relationships with Current and Recent Clients.	Qualifications of Staff to be assigned to provide Pest Control services at City Facilities.	Well organized communication systems and reporting capabilities (Up to 5 points)	Local Edinburg Business	Total Score
FANC Enterprise LLC	35	11.5	6	3.5	2.75	4.25	63
Last Defense Pest Control, LLC	53.75	12.75	8.25	4.75	4.75	5	89.25
Mid Valley Pest Control LLC	44.75	11	7.25	2.75	2.5	2.5	70.75
Paredes Pest Control LLC	50.75	11.75	8	4	4	2.25	80.75

REQUEST FOR PROPOSAL
2024-022
PEST CONTROL SERVICES

City of Edinburg
415 W. University Drive
Edinburg, TX 78541



RELEASE DATE: September 25, 2024

DEADLINE FOR QUESTIONS: October 7, 2024

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

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

<https://secure.procurenw.com/portal/cityofedinburg>

City of Edinburg
REQUEST FOR PROPOSAL
Pest Control Services

I.	Introduction.....
II.	Legal Notice
III.	Instructions, Terms and Conditions.....
IV.	Specifications.....
V.	Vendor Questionnaire.....
VI.	Pricing Proposal
VII.	Evaluation Criteria

Attachments:

A - Pest_Control_Services_Agreement

1. Introduction

1.1. Summary

The City of Edinburg is seeking a quarterly service contract for pest control of insects including Insects & Arthropods, Rodents, and Marsupials for a period of one (1) year, beginning December 2024 through September 30, 2025. The City, at its option, may renew this contract for up to three (3) years, in one (1) year periods, beginning on January 1, 2026. Materials applied in pest control services shall confirm to Federal, State and local Ordinances and/or laws. Pesticides shall be utilized with due precaution and special care shall be exercised during the use of liquid insecticides in areas having an asphalted, mastic, or linoleum floor surface.

All pest control services shall be performed in a safe manner in accordance with the most modern and effective scientific pest control procedures. The contractor will cooperate to ensure effective results. When conditions conducive to breeding and harboring pests covered in this contract are reported, the contractor shall take the necessary steps to correct the conditions. Service shall be provided on a quarterly basis. All areas requiring attention shall be treated for effective pest control. Additional calls and treatments shall be made when deemed necessary by the Building Maintenance Superintendent at no additional cost to the city. All services, regular and special, shall be rendered as such time as not to interfere with employees and persons in or about the premises.

It is the intent of the City of Edinburg to identify and establish long term partnerships with highly qualified Contractors. To achieve the best level of service, the City believes that the relationship must be based on mutual trust and respect. Teamwork, flexibility, and cooperation will be essential characteristics of the successful Contractor.

1.2. Contact Information

Project Contact:

Richard Ramos

Building Maintenance Manager

415 W. University Dr.

Edinburg, TX 78541

Email: richardramos@cityofedinburg.com

Phone: [\(956\) 605-9311](tel:(956)605-9311)

Procurement Contact:

Criselda Lozano

Purchasing Manager

415 W. University Drive

Edinburg, TX 78541

Email: clozano@cityofedinburg.com

Phone: [\(956\) 388-8964](tel:(956)388-8964)

Department:

Building Maintenance

Department Head:

Tom Reyna
Assistant City Manager

1.3. Timeline

Release Project Date	September 25, 2024
Pre-Proposal Meeting (Non-Mandatory)	October 4, 2024, 3:00pm Edinburg Activity Center, 123 Mark S. Pena Dr. Edinburg, TX 78539
Question Submission Deadline	October 7, 2024, 3:00pm
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 Pest Control Services.

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. 2024-022" 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. 2024-022

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 3:00 pm on Monday, October 7, 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: Pest Control Services

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 Pest Control Services 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. Pest Control Services

Contractor will provide all necessary equipment, chemicals and supplies necessary to provide effective onsite Pest Control management and trapping. Services provided include but are not limited to routine treatment, preventative maintenance for the following:

- **Insects & Arthropods:** American roaches, brown banded roaches, German roaches, oriental roaches, pharaoh ants, sweet ants, silverfish, black widow spiders, brown recluse spiders, centipedes, crickets, millipedes, African Honey bees, Wasp, Yellow Jackets, Hornets, or any other flying insects, and scorpions.
- **Rodents:** Mice, Rats, Squirrels, and Bats
- **Marsupials:** Raccoons, Possums

Contractor will provide service within each physical structure and it's perimeter on a regularly scheduled basis provided by contractor. Pest Control treatment plan/schedule must be approved by the City of Edinburg Building Superintendent prior to contract commencement. Any additional treatments/callbacks required outside of the established treatment schedule should be allotted for in this agreement.

- Contractor is expected to respond within 8 hrs. Contractor must provide proper notification of all pest control treatment in accordance with all applicable federal, state and local laws.
- Contractor will be required to submit **Material Safety Data Sheets** on all chemicals to be used on the premises.
- All work is to be performed during normal working hours, and in a manner so as not to create any disturbance to City Employees, tenants, visitors, or the general public.
- All personnel will be in contractor's uniform and carry identification on their person at all times

Additional services to be provided on an as needed basis at a fixed rate:

- Bird Control
- Bat Control
- Termite Treatment
- Flee Treatment

A. Term of Service

The term of the contract will be from December 1, 2024 through September 30, 2025. The contract may be canceled or any portion thereof at any time during the term of service and such cancellations shall be

effective upon giving ninety (90) days written notice. The City, at its option, may renew this contract for up to three (3) years, one (1) year periods, beginning on September 30, 2025. This option will be exercised only if the Contractor has demonstrated superior performance in provision of Pest Control Services to the City.

Pricing entries in the Proposal apply to the period of December 1, 2024 to September 30, 2025. If the contract is renewed, the annual maximum increase will be tied to the Consumer Price Index (CPI) and allowed for each subsequent year beginning on October 1, 2025.

B. Building Work Hours

Scheduled maintenance and repairs shall typically occur during after normal business hours. Facility business hours are:

Activity Center	Monday through Friday 8:00 a.m. to 5:00 p.m.
Airport Cargo Building	Monday through Friday 8:00 a.m. to 5:00 p.m.
Airport Terminal	24 Hrs.
Police Department Armory	24 Hrs.
Central Fire Station	24 Hrs.
City Auditorium	Monday through Friday 8:00 a.m. to 5:00 p.m.
City Hall	Monday through Friday 8:00 a.m. to 5:00 p.m.
Ebony Hills Golf Course	Monday-Sunday Sunrise to Sundown
Edinburg ACE Building	Monday through Thursday 9:00 a.m. to 9:00 p.m., Fridays 9:00 a.m. to 6:00 p.m., Saturdays 10:00 a.m. to 9:00 p.m., and Sundays 1:00 p.m. to 6:00 p.m.
Airport Main Hanger 3	24 Hrs.
Airport Hanger 4	24 Hrs.
Airport Hanger 5	24 Hrs.
El Tule Recreation Center	Monday through Friday 7:00 a.m. to 10 p.m. Saturdays 8:00 a.m. to 1 p.m.
Fire Department Museum	Monday through Friday 8:00 a.m. to 5:00 p.m.
Fire Station #2	24 Hrs.
Fire Station #3	24 Hrs.
Fire Station #4	24 Hrs.

Fire Station #5	24 Hrs.
Fountain Center	Monday through Friday from 5:00 a.m. to 10:00 p.m., Saturdays from 6:30 a.m. to 8:00 p.m., and on Sundays from 8:00 a.m. to 6:00 p.m.
Fountain Center Annex	Monday through Friday from 5:00 a.m. to 10:00 p.m., Saturdays from 6:30 a.m. to 8:00 p.m., and on Sundays from 8:00 a.m. to 6:00 p.m.
Jacyee Park Recreation Annex	Monday through Friday from 5:00 a.m. to 10:00 p.m., Saturdays from 6:30 a.m. to 8:00 p.m., and on Sundays from 8:00 a.m. to 6:00 p.m.
Solid Waste Building (Landfill)	Monday through Friday 8:00 a.m. to 5:00 p.m.
Dustin Sekula Memorial Library	Monday through Thursday 9:00 a.m. to 9:00 p.m., Fridays 9:00 a.m. to 6:00 p.m., Saturdays 11:00 a.m. to 3:00 p.m., and Sundays 1:00 p.m. to 5:00 p.m.
Los Lagos Golf Course	Monday-Sunday Sunrise to Sundown
Parks and Maintenance Shop	Monday through Friday 8:00 a.m. to 5:00 p.m.
Edinburg Police Department	24 Hrs.
Solid Waste Recycling Center	Monday through Friday 8:00 a.m. to 6:30 p.m., Saturday and Sunday 8:00 a.m. to 5:00 p.m.
Service Center	Monday through Friday 7:00 a.m. to 7:00 p.m.
Parks & Recreation Wellness Center	Monday through Friday from 5:00 a.m. to 10:00 p.m., Saturdays from 6:30 a.m. to 8:00 p.m., and on Sundays from 8:00 a.m. to 6:00 p.m.
Police Department Training Facility	Monday through Friday 8:00 a.m. to 5:00 p.m.
Police Department Animal Care Facility	Monday through Friday 8:00 a.m. to 5:00 p.m.
World Birding Center	Monday through Saturday 8:00 a.m. to 5:00 p.m., Sunday 1:00 p.m. to 5:00 p.m.
Downtown Water Treatment Plant	24 Hrs. 7 Days a Week
West Water Treatment Plant	24 Hrs. 7 Days a Week
Waste Water Treatment Plant	24 Hrs. 7 Days a Week
Promenade Park Amphitheater Concession	

C. Service Availability

The Contractor shall have trouble-call service available on a twenty-four hours a day, seven days a week basis with a response time not to exceed the following:

- EMERGENCIES.....8- hour response time
- NON-EMERGENCIES.....24- hour response time

Time to respond shall start when the City calls the problem into Contractor's designated emergency phone number. Additionally, the Contractor shall provide the ability to respond immediately to situations involving the health and safety of employees and/or the public and the comfort and operational capability of any public meeting space. Service requests or other non-urgent tasks shall be completed by journey level staff within one (1) working day from the date of request by City Representative.

D. Damages

The Contractor will be responsible for all damages to the facility or contents caused by Contractor, their staff or subcontractors during the performance of their duties.

E. Safety & Security

The Contractor and staff shall follow all established safety procedures and shall take special care not to endanger the public in any way. The Contractor is responsible for the security of all doors at the conclusion of work in each room. All exterior doors should remain locked at all times. Interior doors that are found open or unlocked shall be left in the same position/condition in which they were found.

F. Emergency Situations

For medical or public safety emergencies occurring at the Facilities call 9-1-1. For all building maintenance emergencies (water leaks, etc.) contact the Maintenance Manager or designated staff to report the issue immediately (24-hours/day).

4.2. RFP Requirements

RFP EVALUATION: The evaluation system consists of a 100-point system. The firms will be ranked after evaluation. Categories under the 100-point system include response to RFP. RFP submittal evaluation will be based on the following criteria.

Section 1: Previous Experience in providing a superior level of service on like-sized public and/or private projects: (Up to 15 points)

Please answer the following:

- A. How many years has your organization been in business as a Contractor?
- B. How many years has your company been in business under its present business name?
- C. Describe your previous experience providing Pest Control Services to similar-sized public agencies and/or private companies.
- D. Describe management personnel's experience with accounts of similar size and scope, company structure, and staff assigned to the resulting agreement.
- E. State any and all instances of being disqualified, removed, or otherwise prevented from completing the terms of any previous contracts over the past five (5) years. Give names, street addresses, and phone numbers and explain the circumstances.

Section 2: Assessment of Work Quality, Performance and Working Relationships with Current and Recent Clients: (Up to 10 points)

- A. List three (3) like-sized customers that you have provided ongoing tree maintenance services to within the last three (3) years. Provide the following information for each contact:
 - 1. Customer Name
 - 2. Customer Contact Name
 - 3. Phone Number
 - 4. E-Mail Address
 - 5. Number of years your firm has provided tree maintenance services to Customer.
 - 6. Names of facilities/locations where services have been provided.

Section 3: Qualifications of Staff to be assigned to provide Pest Control services at City Facilities. (Up to 5 points)

- A. Attach an organizational chart for your company, or the local office that would service this contract.
- B. For the local office to serve this contract, list the following:
 - 1. Total number of staff assigned to City of Edinburg
 - 2. Names and qualifications of key staff including years in the industry and with your firm.
- C. Briefly describe your employee training program and requirements.

Section 4: Well organized communication systems and reporting capabilities that demonstrate an ability to complete tasks efficiently and effectively and do not require constant supervision by the City. (Up to 10 points)

- A. Describe the systems your company uses to communicate between supervisors, office staff and field staff. Also describe the systems you use to assign, track, and evaluate work performed by your employees.
- B. Describe your existing customer service program, how you would monitor customer satisfaction, how complaints will be resolved and your plan for quality control.
- C. Describe your communication plan to assure proper communication between your representative and the City's representative.
- D. Describe in detail your Safety Program.

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. [Required Forms](#)

5.4.1. [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

5.4.2. [Please fill out and sign the General Questionnaire and upload here*](#)

Please download the below documents, complete, and upload.

- [GENERAL_QUESTIONNAIRE.pdf](#)

*Response required

5.4.3. [Please fill out the Litigation Disclosure Form and upload here*](#)

Please download the below documents, complete, and upload.

- [LITIGATION_DISCLOSURE_FORM.pdf](#)

*Response required

5.4.4. [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

*5.4.5. 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

*5.4.6. 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

*5.4.7. 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

*5.4.8. 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

*5.4.9. 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

QUARTERLY AND ANNUALLY PEST CONTROL SERVICE AT CITY FACILITIES AS DESCRIBED IN THE TECHNICAL SPECIFICATIONS.

Line Item	Description	Unit of Measure	Quarterly Application Unit Cost	Annual Application Unit Cost
1	Activity Center 123 E. MARK PENA DR.	EA		
2	Airport Cargo Building 1300 E. FM 490	EA		
3	Airport Main Hanger 1300 E. FM 490	EA		
4	Airport Terminal 1300 E. FM 490	EA		
5	ACE Building 315 W. McIntyre St.	EA		
6	City Auditorium 415 W. University Dr.	EA		
7	City Hall 415 W. University Dr.	EA		
8	Dustin Sekula Memorial Library 1906 S. Closner Blvd.	EA		
9	Ebony Hills Golf Course 300 W. Mark Pena Dr.	EA		
10	Edinburg Police Department 1702 S. Closner Blvd.	EA		
11	Edinburg Animal Care Facility 1301 N Doolittle Rd.	EA		
12	Edinburg Police Department Armory 1702 S. Closner Blvd.	EA		
13	Edinburg Police Department Training Facility 1309 N Doolittle Rd.	EA		
14	El Tule Recreation Center 702 S. Veterans Blvd.	EA		
15	Fire Department Museum 211 W. McIntyre	EA		

Line Item	Description	Unit of Measure	Quarterly Application Unit Cost	Annual Application Unit Cost
16	Fire Department Training Facilities Yard 1313 N. Doolittle Rd.	EA		
17	Fire Department Training Facilities B#14 1313 N. Doolittle Rd.	EA		
18	Fire Department Training Facilities B#2 1313 N. Doolittle Rd.	EA		
19	Fire Station #1 (Central Station) 212 W. McIntyre	EA		
20	Fire Station #2 602 W. Canton Rd.	EA		
21	Fire Station #3 1221 E. University Dr.	EA		
22	Fire Station #4 315 Matthew Dr.	EA		
23	Fire Station #5 800 E. Davis Rd.	EA		
24	Fountain Center 1210 E. Kuhn St.	EA		
25	Jacyee Park Recreation Annex 420 S. 19TH AVE.	EA		
26	Los Lagos Golf Course 1720 S. Raul Longoria Rd.	EA		
27	Los Lagos Golf Course Kitchen Area ONCE A MONTH SERVICE	EA		
28	Parks & Recreation Wellness Center 315 E. Mark Pena Dr.	EA		
29	Parks & Recreation Wellness Center Kitchen Area - ONCE A MONTH SERVICE	EA		
30	Parks and Maintenance Shop 1231 N Doolittle Rd.	EA		

Line Item	Description	Unit of Measure	Quarterly Application Unit Cost	Annual Application Unit Cost
31	Service Center & Yard Facilities 1201 N Doolittle Rd.	EA		
32	Solid Waste Building (Landfill) 8601 Jasmen Rd.	EA		
33	Solid Waste Recycling Center 3102 US-281 Bus.	EA		
34	Water Treatment Plant Downtown 500 E. Mahl St.	EA		
35	Water Treatment Plant West 1752 Mon Mack Rd.	EA		
36	Waster Water Treatment Plant 1202 N. M Rd.	EA		
37	World Birding Center 714 S. Raul Longoria Rd.	EA		
38	Pest Control Services	lump sum		

TERMITE TREATMENT

Line Item	Description	Unit of Measure	Unit Cost
1	Subterranean Termite Treatment	LF/FT	
2	Drywood Termite Treatment	LF/FT	

BEES & WASP EXTERMINATION

Line Item	Description	Unit of Measure	Unit Cost
1	*Bees Extermination up to 10' in height	EA	
2	*Wasps Extermination up to 10' in height	EA	

RODENT BAIT TRAPS

Line Item	Description	Unit of Measure	Unit Cost
1	Rodent Bait Station / Traps	EA	
2	Marsupila Bit Traps	EA	

FLEA & TICK EXTERMINATION

Line Item	Description	Unit of Measure	Unit Cost
1	Flea	SF	
2	Tick Extermination	SF	

MOSQUITO & BED BUGS PREVENTION

Line Item	Description	Unit of Measure	Unit Cost
1	Mosquito Spray / Preventive	SF	
2	Bed Bugs / Preventive	SF	

SNAKE REMOVAL AND CONTROL

Line Item	Description	Unit of Measure	Unit Cost
1	Snake Replellent Service	LN/FT	
2	Snake Removal Service	EA	

7. Evaluation Criteria

No.	Evaluation Criteria	Scoring Method	Weight (Points)
1.	Cost Proposal	Points Based	60 <i>(60% of Total)</i>
2.	Previous Experience in providing a superior level of service on like-sized public and/or private projects. Please answer the following: A. How many years has your organization been in business as a Contractor? B. How many years has your company been in business under its present business name? C. Describe your previous experience providing Pest Control Services to like-sized public agencies and/or private companies. D. Describe management personnel's experience with accounts of similar size and scope, company structure, and staff assigned to the resulting agreement. E. State any and all instances of being disqualified, removed, or otherwise prevented from completing the terms of any previous contracts over the past five (5) years. Give names, street addresses, and phone numbers and explain the circumstances.	Points Based	15 <i>(15% of Total)</i>

3.	Assessment of Work Quality, Performance and Working Relationships with Current and Recent Clients. A. List three (3) like-sized customers that you have provided ongoing pest control services to within the last three (3) years. Provide the following information for each contact: 1. Customer Name 2. Customer Contact Name 3. Phone Number 4. E-Mail Address 5. Number of years your firm has provided pest control services to Customer. 6. Names of facilities/locations where services have been provided.	Points Based	10 (10% of Total)
4.	Qualifications of Staff to be assigned to provide Pest Control services at City Facilities. A. Attach an organizational chart for your company, or the local office that would service this contract. B. For the local office to serve this contract , list the following: 1. Total number of staff assigned to City of Edinburg 2. Names and qualification of key staff including years in the industry and with your company. C. Briefly describe you employee training program and requirements.	Points Based	5 (5% of Total)

5.	Well organized communication systems and reporting capabilities (Up to 5 points) A. Describe the systems your company uses to communicate between supervisors, office staff and field staff. Also describe the systems you use to assign, track, and evaluate work performed by your employees. B. Describe your existing customer service program, how you would monitor customer satisfaction, how complaints will be resolved and your plan for quality control. C. Describe your communication plan to assure proper communication between your representative and the City's representative. D. Describe in detail your Safety Program.	Points Based	5 (5% of Total)
6.	Local Edinburg Business 1. Local Edinburg Business and have done business with the City of Edinburg.	Points Based	5 (5% of Total)

Bidders List-Pest Control Services

fara@007pest.com	subbu@theconstrcorp.com
debbiegarc20@gmail.com	rmccall@spauldingdecon.com
dlester@360txc.com	byron@oliverpest.com
judith@84abcs.com	onthegocompanies@yahoo.com
noma@abxindustries.com	paredespestco@gmail.com
y.valent@ace-com.net	lmk@paylessinsulation.com
wayne@acumen-enterprises.com	pestlabservices@gmail.com
schoate@acxintegrationsolutions.com	kevinrunge@pestsolutionstx.com
Chase@AKCONS.net	elise.carranza@pilgrimcontractorsinc.com
clewis@alldeadpestcontrol.com	Patrick@MOABBuilders.com
estimates@allquickrepairs.com	peraltapm.ts@yahoo.com
floorsnmorelufkin@outlook.com	michele@qi2llc.com
AnnieOakleyPest@gmail.com	jayklinke@orkintexas.com
nls@aquatexwater.com	randy@randyleeinspections.com
melissag@arsgem.com	contact@redcreekco.com
arrowspestcontrol@gmail.com	repsolutions956@gmail.com
njennings@billclarkbugsperts.com	info@houstonresponsiblepest.com
Jenny@blairwildlife.com	danielle@rightchoicedev.com
sheri@bscbuild.com	Dannie.liggans@yahoo.com
gabe@brandedpestdefense.com	info@robertspestcontrol.com
cathy.cksalesandservices@gmail.com	Carlton@RockinRemodeling.com
s.fox@carpettech.com	admin@royalsolutionscorp.net
chris.patton@wellingtonfs.com	nathanr@setexconstruction.com
trey@cdmseven.com	Sharkbritellc@gmail.com
contracts@charlespest.com	SIMMEXPESTCONTROL@GMAIL.COM
circlespestcontrol@gmail.com	stilescontractors@gmail.com
colespestmanagement@yahoo.com	rodneyb@texasbirdservices.com
lloyd@coylespest.com	tao_innovation@outlook.com
dacompleteservices@gmail.com	cass@TheButlerEnterprises.com
janna@dssconstruction.com	cetekgroup@gmail.com
construction.decent@gmail.com	mattc.titanglobal@gmail.com
bpinney@deltaunlimited.com	today9909@hotmail.com
cody@diamondrpm.com	brian@batspecialist.com
bidding@dovetailenterprisestx.com	main@trucaregeneralcontracting.com
chad@dowellpestcontrol.com	Claytonjhouse@gmail.com
chad@dtcontractorsllc.com	Rey.T@unearthteam.com
commercial@ecoteam.com	sgcop123@gmail.com
info@edp-llc.com	steve.byrd@versacor.com
dortiz507@gmail.com	david@villalobospestcontrol.com
eliteservicessouthwest@gmail.com	waynecroffitt@yahoo.com
elma@esparzapc.com	xtermcustomerservice@gmail.com
extremexterminatingllc@gmail.com	ccoyle3@cs.com

todhiambo@frontline1.com	Jessilyn.edwards@gmail.com
fielddoc666@netzero.net	jennrand@outlook.com
Noelmadrigal@frontlinetp.com	REBECCA.A.GARRETT@GMAIL.COM
gandgpestcontrol@beeville.site	info@ldxpressllc.com
lrosiles@aol.com	jerryjo@larginconstruction.com
janice@gillenpestcontrol.com	james.muiruri@yahoo.com
grahampest1@hotmail.com	roseshawn5@outlook.com
jim@granchelliconstruction.com	maltbybuilders@sbcglobal.net
grandriver.ms@gmail.com	mike@sureguardpest.com
mgrantham25@aol.com	lance.dpcc@gmail.com
guardiangovgroup@gmail.com	gary@mid-texcon.com
orkinville@gmail.com	mlp@att.net
urias_jacob80@yahoo.com	daleth@nechemyasolutions.com
info@hgrgc.com	iv08lvl@gmail.com
bids@holchemont.com	monica@jjpest.com

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

**AGREEMENT BETWEEN THE
CITY OF EDINBURG AND LAST
DEFENSE PEST CONTROL, LLC
FOR PEST CONTROL SERVICES**

The City of Edinburg, Hidalgo County, Texas, a municipal corporation, (hereinafter “City”) and Last Defense Pest Control, LLC (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 pest control of insects including Insects & Arthropods, Rodents, and Marsupials for a period of one (1) year; 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 the listed service rates and rates as listed in **Attachment "A"** 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.

H. Pricing entries in the Attachment A apply to the period of December 1, 2024 to December 31, 2025. If the contract is renewed, the annual maximum increase will be tied to the Consumer Price Index (CPI) and allowed for each subsequent year beginning on January 1, 2026.

SECTION VI **TERM OF AGREEMENT**

A. Except as provided below, the Services shall be completed **December 31, 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 December 31, 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 pest control of insects including Insects & Arthropods, Rodents, and Marsupials 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 XIX **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 threatened 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 R. Solis, City Attorney
jrsolis@cityofedinburg.com

Last Defense Pest Control, LLC
1603 Wayne Drive
Edinburg, Texas 78542
Attn: Jesus Lopez, Jr., Owner/Pest Control Specialist
Jesselopez71@yahoo.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

LAST DEFENSE PEST CONTROL, LLC

BY: _____
Jesus Lopez, Jr.
Owner/Pest Control Specialist
1603 Wayne Drive
Edinburg, TX 78542
(956) 929-9608
Jesselopez71@yahoo.com

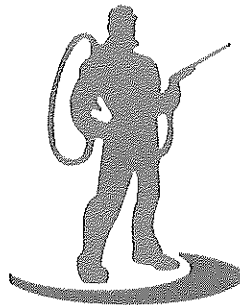
Attachments: Exhibit "A" RFP 2024-048 & Proposal
Exhibit "B" Insurance

EXHIBIT “A” TO AGREEMENT

 ORIGINAL

City of Edinburg
Request for Proposal #2024-022
Pest Control Services

LAST DEFENSE



PEST CONTROL

Last Defense Pest Control, LLC.
TDA TPCL # 0812323
1603 Wayne Drive
Edinburg, TX 78542



 ORIGINAL

Last Defense Pest Control, LLC
1603 Wayne Drive
Edinburg, TX 78542
(956) 929-9608
Jesselopez71@yahoo.com

City of Edinburg
415 W. University Drive
Edinburg, TX 78541

October 14, 2024

Dear Councilmembers,

We are pleased to submit our proposal in response to your Request for Proposal #2024-022 for Pest Control Services. Last Defense Pest Control, LLC prides itself on delivering top-tier, high quality pest management solutions that ensure a safe, pest-free environment for facilities like yours.

As a lifelong resident of the City of Edinburg and having recently retired after proudly serving the city for over 30 years, I have always had the best interests of our public facilities in mind. I remain committed to contributing to the health, safety, and cleanliness of the City of Edinburg. I believe that through proactive and sustainable pest management, we can further ensure a clean environment for all residents and businesses.

My company, Last Defense Pest Control, LLC, has the experience, dedication, and eco-friendly practices needed to provide excellent pest control services for the city. Our approach focuses on prevention, safety, and the well-being of the community while using environmentally sound methods. With my deep roots in the City of Edinburg and my firsthand knowledge of its values, I am confident that we can deliver the high-quality services this great city deserves.

Thank you for considering my proposal. I look forward to the opportunity to service our city once again, and I welcome any questions for further information.

Sincerely,

Jesus Lopez, Jr.
Owner/Pest Control Specialist
Last Defense Pest Control, LLC

 ORIGINAL



Request for Proposal #2024-022
Title: Pest Control Services

SECTION 1: Previous Experience in providing a superior level of service on like-sized public and/or private projects:

Please answer the following:

- A. How many years has your organization been in business as a Contractor?
 - 5 years
- B. How many years has your company been in business under its present business name?
 - 5 years
- C. Describe your previous experience providing Pest Control Services to similar-sized public agencies and/or private companies.
 - Since its inception, Last Defense Pest Control, LLC, has worked with numerous local businesses, including the Edinburg Chamber of Commerce, delivering professional, prompt, and reliable pest control services. We have experience providing our services for public agencies and private companies alike, with multiple commercial buildings similar in size to those requested herein.
- D. Describe management personnel's experience with accounts of similar size and scope, company structure, and staff assigned to the resulting agreement.
 - The personnel at Last Defense Pest Control, LLC, have over five years of experience working with accounts for various commercial buildings, similar in size and scope, and company structure to those requested. Three of our like-sized customers have been referenced below, in Section 2.
- E. State any and all instances of being disqualified, removed, or otherwise prevented from completing the terms of any previous contracts over the past five (5) years. Give names, street addresses, and phone numbers and explain the circumstances.
 - Not Applicable.

SECTION 2: Assessment of Work Quality, Performance and Working Relationships with Current and Recent Clients:

List three (3) like-sized customers that you have provided ongoing pest control maintenance services to within the last three (3) years. Provide the following information for each contact:

1. Trinity MEP Engineering

- Customer Contact Name: Leonardo Munoz
- Phone Number: (956) 973-0500
- Address: 3533 Mooreland, Weslaco, TX 78596
- Number of years your firm has provided pest control services to Customer: 4.5 years
- Name of facilities/locations where services have been provided: Several facilities at various locations.

2. Society 204:

- Customer Contact Name: Renee Leal
- Phone Number: (956) 887-1143
- Address: 204 E. Cano St., Edinburg, TX 78539
- Number of years your firm has provided pest control services to Customer: 4.5 years
- Name of facilities/locations where services have been provided: Society 204, Shoppes at the Society.

3. Edinburg Chamber of Commerce:

- Customer Contact Name: Ronnie Larralde
- Phone Number: (956) 383-4974
- Address: 602 W. University Dr., Edinburg, TX 78539
- Number of years your firm has provided pest control services to Customer: 4 years
- Name of facilities/locations where services have been provided: Edinburg Chamber of Commerce, various Special Events locations as requested.

SECTION 3: Qualifications of Staff to be assigned to provide Pest Control services at City Facilities.

- A. Attach an organizational chart for your company, or the local office that would service this contract.
- See **Appendix A**
- B. For the local office to serve this contract, list the following:
1. Total number of staff assigned to City of Edinburg.
 - 2 staff members
 2. Names and qualifications of key staff including years in the industry and with your firm.
 - Jesus Lopez Jr., Certified Pest Control Applicator
 - 24 years in the pest control industry, 5 years with Last Defense Pest Control, LLC
 - TPCL #0801668
 - Criselda Lopez, Administrative Assistant
 - 16 years of experience in office managerial and bookkeeping duties, 5 years with Last Defense Pest Control, LLC
- C. Briefly describe your employee training program and requirements.
- Annual Continued Education Training/Units as required by the Texas Department of Agriculture.

SECTION 4: Well organized communication systems and reporting capabilities that demonstrate an ability to complete tasks efficiently and effectively and do not require constant supervision by the City.

- A. Describe the systems your company uses to communicate between supervisors, office staff and field staff. Also describe the systems you use to assign, track, and evaluate work performed by your employees.
- Regular communication with staff supervisor and follow chain of command, where necessary. Work is directly performed and supervised by the company Owner/Pest Control Specialist.
- B. Describe your existing customer service program, how you would monitor customer satisfaction, how complaints will be resolved and your plan for quality control.
- Continuously follow up with customers and communicate information for subsequent treatments. Our company prides itself on communicating directly with customers and regularly requests feedback. Our 100% Satisfaction Guarantee on services performed ensures a proper resolution for any issues that arise.
- C. Describe your communication plan to assure proper communication between your representative and the City's representative.

To ensure smooth coordination and effective communication to deliver our high-quality pest control services, Last Defense Pest Control, LLC, will keep direct and regular communication between company Owner/Pest Control Specialist and City representative. The company will be available through the following communication channels: email, phone/video calls, and on-site meetings.

Email and/or phone updates summarizing completed services, ongoing treatments, and identified pest issues will be conducted on a weekly basis, or as necessary. Moreover, the company will immediately report any unforeseen issues or critical concerns, such as infestations requiring emergency treatment.

In addition to regular communication, our company will have trouble-call service available on a 24-hours a day, seven days a week, basis. The company will provide a response for emergencies within 8 hours, and within 24 hours for non-emergencies. Additionally, the company will respond immediately to situations involving the health and safety of employees and/or the public.

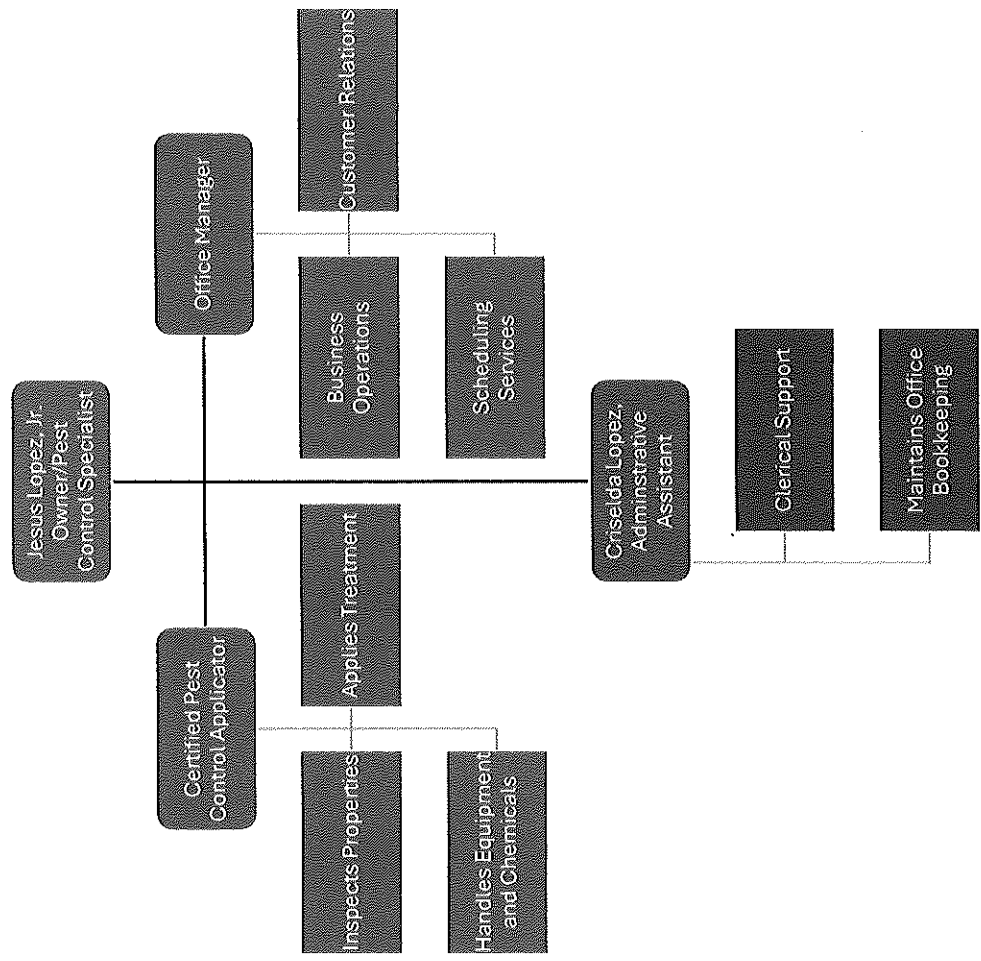
D. Describe in detail your Safety Program.

Safety is a priority for Last Defense Pest Control, LLC, and important to the company's mission and values. Our commitment to safety ensures that we follow and remain updated on current safety protocols required by the State of Texas.

Additionally, Last Defense Pest Control, LLC, adheres to the following safety policies and procedures:

- **Personal protective equipment requirements:** Depending on the type of service, the pest control applicator will wear gloves, goggles, respirators, and coveralls, as needed.
- **Standard operating procedures:** Safe use of all pest control tools with a focus on properly maintaining, inspecting, and operating equipment safely. The pest control applicator will handle, mix, store, and apply pesticides safely.
- **Hazard documentation:** Maintain and update the inventory of all chemicals used. Record regular inspections and maintenance of equipment used. Create an incident report, if necessary.
- **Emergency response procedures:** In the event of an accident, Last Defense Pest Control, LLC, will work to contain, neutralize, and immediately report it to the Maintenance Manager or designated staff. If decontamination or medical treatment is required, Last Defense Pest Control, LLC, will contact local authorities and/or emergency medical services.

Request for Proposal #2024-022
Appendix A: Organizational Chart



 ORIGINAL

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:

10-14-2024

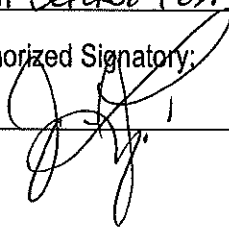
Printed Name and Title:

JESUS LOPEZ / owner

Company/Vendor Name:

LAST DEFENSE PEST CONTROL, LLC

Authorized Signatory:



COMPANY PROVIDING PROPOSAL GENERAL QUESTIONNAIRE



ORIGINAL

- 1 Name/Name of Agency/Company: LAST DEFENSE PEST CONTROL, LLC
(Full, correct legal name)
- Address: 1603 WAYNE DRIVE EDINBURG TX 78542
 - Telephone/Fax: (956) 929-9608
 - Email address: lastdefensepestcontrol@gmail.com

2. Does your Company anticipate any mergers, transfer of organization ownership, management reorganization, or departure of key personnel within the next twelve (12) months that may affect the organization's ability to carry out its submittal?

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? EDINBURG, TX.

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? 5 (years) 4 (months)

c. State the number of full-time employees at the Edinburg office. 2

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: JESUS LOPEZ JR.
Address: 1603 WAYNE DRIVE EDINBURG, TX. 78542
Telephone: (956) 929-9608
Fax: _____
Email: lastdefensepestcontrol@gmail.com

8. Surety Information

Have you or the Company ever had a bond or surety instrument "called," canceled, or forfeited?

Yes () No ☒

If yes, state the name of the bonding company, date, amount of bond and reason for such bond being "called," or its cancellation or forfeiture. _____

9. Bankruptcy Information

 ORIGINAL

Have you or the Company ever been declared bankrupt or filed for protection from creditors under state or federal proceedings? Yes () No (✓)

If yes, state the date, court, jurisdiction, cause number, amount of liabilities and amount of assets. _____

10. Provide any other names under which your business has operated within the last 10 years.

N/A

LITIGATION DISCLOSURE FORM

 ORIGINAL

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.

 ORIGINAL

HOUSE BILL 89 VERIFICATION

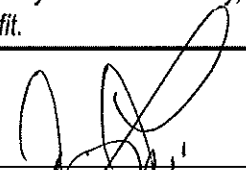
I, JESUS LOPEZ JR., the undersigned representative of
LAST DEFENSE PEST CONTROL, LLC, (Company or Business name) (hereafter referred
to as company) being an adult over the age of eighteen (18) years of age, verify that the company named-above,
under the provisions of Subtitle F, Title 10, Government 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:

JESUS LOPEZ JR. OWNER

TYPE/PRINT NAME AND TITLE:

10-14-2024

DATE:

 ORIGINAL

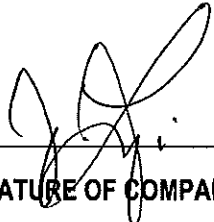
SENATE BILL 13 VERIFICATION

I, Jesus Lopez Jr., the undersigned representative of
LAST DEFENSE PEST CONTROL, 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:

Jesus Lopez Jr. / owner
TYPE/PRINT NAME AND TITLE:

10-14-2024
DATE:

SENATE BILL 19 VERIFICATION

 ORIGINAL

I, JESUS LOPEZ JR., the undersigned representative of
LAST DEFENSE POST CONTROL, 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 firearm trade 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 regulation or a directive by a regulatory agency; or

 ORIGINAL

(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 earnings inures 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 501(a), Internal Revenue Code of 1986, as an organization described by Section 501(c) of that code.



SIGNATURE OF COMPANY REPRESENTATIVE:

JESUS LOPEZ JR. / owner

TYPE/PRINT NAME AND TITLE:

10-14-2024

DATE:



ORIGINAL

CITY OF EDINBURG

NONCOLLUSION AFFIDAVIT

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF TEXAS

COUNTY OF HIDALGO

Juan Lopez Jr., being first duly sworn, deposes and says that: (Name)

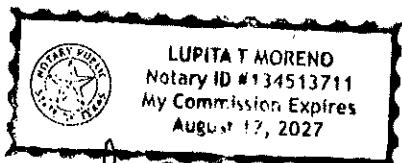
- (1) He is President of Lat Defense Pos Contract the Bidder that has submitted the attached Bid; (Company)
- (2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
- (3) Such Bid is genuine and is not a collusive or sham Bid.
- (4) Neither said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed directly or indirectly with another Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix an overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the **CITY OF EDINBURG**, or any person interested in the proposed Contract; and
- (5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including affiant.

Sign

Title

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

By:



Notary Public

My commission expires
10/27/2027

 ORIGINAL



ORIGINAL



Request for Proposal #2024-022 PRICING PROPOSAL

QUARTERLY AND ANNUALLY PEST CONTROL SERVICE AT CITY FACILITIES AS DESCRIBED IN THE TECHNICAL SPECIFICATIONS[†]

Line Item	Description	Unit of Measure	Quarterly Application Unit Cost	Annual Application Unit Cost
1	Activity Center 123 E. MARK PENA DR.	EA	\$85.00	\$340.00
2	Airport Cargo Building 1300 E. FM 490	EA	\$90.00	\$360.00
3	Airport Main Hanger 1300 E. FM 490	EA	\$70.00	\$280.00
4	Airport Terminal 1300 E. FM 490	EA	\$75.00	\$300.00
5	ACE Building 315 W. McIntyre St.	EA	\$220.00	\$880.00
6	City Auditorium 415 W. University Dr.	EA	\$70.00	\$280.00
7	City Hall 415 W. University Dr.	EA	\$250.00	\$1,000.00
8	Dustin Sekula Memorial Library 1906 S. Closner Blvd.	EA	\$135.00	\$540.00
9	Ebony Hills Golf Course 300 W. Mark Pena Dr.	EA	\$65.00	\$260.00
10	Edinburg Police Department 1702 S. Closner Blvd.	EA	\$185.00	\$740.00
11	Edinburg Animal Care Facility 1301 N Doolittle Rd.	EA	\$75.00	\$300.00
12	Edinburg Police Department Armory 1702 S. Closner Blvd.	EA	\$95.00	\$380.00

[†] Pricing includes both interior and perimeter treatment of the facility, where applicable.

13	Edinburg Police Department Training Facility 1309 N Doolittle Rd.	EA	\$85.00	\$340.00
14	El Tule Recreation Center 702 S. Veterans Blvd.	EA	\$120.00	\$480.00
15	Fire Department Museum 211 W. McIntyre	EA	\$70.00	\$280.00
16	Fire Department Training Facilities Yard 1313 N. Doolittle Rd.	EA	\$65.00	\$260.00
17	Fire Department Training Facilities B#14 1313 N. Doolittle Rd.	EA	\$50.00	\$200.00
18	Fire Department Training Facilities B#2 1313 N. Doolittle Rd.	EA	\$50.00	\$200.00
19	Fire Station #1 (Central Station) 212 W. McIntyre	EA	\$65.00	\$260.00
20	Fire Station #2 602 W. Canton Rd.	EA	\$50.00	\$200.00
21	Fire Station #3 1221 E. University Dr.	EA	\$60.00	\$240.00
22	Fire Station #4 315 Matthew Dr.	EA	\$65.00	\$260.00
23	Fire Station #5 800 E. Davis Rd.	EA	\$65.00	\$260.00
24	Fountain Center 1210 E. Kuhn St.	EA	\$70.00	\$280.00
25	Jacyee Park Recreation Annex 420 S. 19TH AVE.	EA	\$70.00	\$280.00
26	Los Lagos Golf Course 1720 S. Raul Longoria Rd.	EA	\$80.00	\$320.00
27	Los Lagos Golf Course Kitchen Area ONCE A MONTH SERVICE	EA	\$40.00	\$480.00

28	Parks & Recreation Wellness Center 315 E. Mark Pena Dr.	EA	\$140.00	\$560.00
29	Parks & Recreation Wellness Center Kitchen Area - ONCE A MONTH SERVICE	EA	\$40.00	\$480.00
30	Parks and Maintenance Shop 1231 N Doolittle Rd.	EA	\$60.00	\$240.00
31	Service Center & Yard Facilities 1201 N Doolittle Rd.	EA	\$60.00	\$240.00
32	Solid Waste Building (Landfill) 8601 Jasmen Rd.	EA	\$85.00	\$340.00
33	Solid Waste Recycling Center 3102 US-281 Bus.	EA	\$60.00	\$240.00
34	Water Treatment Plant Downtown 500 E. Mahl St.	EA	\$65.00	\$260.00
35	Water Treatment Plant West 1752 Mon Mack Rd.	EA	\$70.00	\$280.00
36	Waster Water Treatment Plant 1202 N. M Rd.	EA	\$55.00	\$220.00
37	World Birding Center 714 S. Raul Longoria Rd.	EA	\$70.00	\$280.00
38	Pest Control Services	lump sum	\$3,125.00	\$13,140.00

TERMITE TREATMENT

Line Item	Description	Unit of Measure	Unit Cost
1	Subterranean Termite Treatment	LF	\$3.75
2	Drywood Termite Treatment	LF	\$4.80

BEES & WASP EXTERMINATION

Line Item	Description	Unit of Measure	Unit Cost
1	*Bees Extermination up to 10' in height	EA	\$160.00
2	*Wasps Extermination up to 10' in height	EA	\$160.00

RODENT BAIT TRAPS

Line Item	Description	Unit of Measure	Unit Cost
1	Rodent Bait Station / Traps	EA	\$30.00
2	Marsupial Bit Traps	EA	\$30.00

FLEA & TICK EXTERMINATION

Line Item	Description	Unit of Measure	Unit Cost
1	Flea	SF	\$0.07
2	Tick Extermination	SF	\$0.07

MOSQUITO & BED BUGS PREVENTION

Line Item	Description	Unit of Measure	Unit Cost
1	Mosquito Spray / Preventive	SF	\$0.10
2	Bed Bugs / Preventive	SF	\$0.10

SNAKE REMOVAL AND CONTROL

Line Item	Description	Unit of Measure	Unit Cost
1	Snake Repellent Service	LF	\$2.80
2	Snake Removal Service	EA	\$240.00

EXHIBIT “B” TO AGREEMENT



CERTIFICATE OF LIABILITY INSURANCE



ORIGINAL

DATE (MM/DD/YYYY)
06/12/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	956-702-9002	956-702-9344	CONTACT NAME: RINA R CASAS
ACCESS INSURANCE AGENCY			PHONE (A/C, No, Ext): 956-702-9002
5115 S BUSINESS 281 SUITE B			FAX (A/C, No): 956-702-9344
			E-MAIL ADDRESS: rinarcasas@accessinsagency.com
			INSURER(S) AFFORDING COVERAGE
EDINBURG, TX 78539			INSURER A: SCOTTSDALE INSURANCE COMPANY
INSURED			INSURER B:
JESUS LOPEZ JR			INSURER C:
DBA: LAST DEFENSE PEST CONTROL			INSURER D:
1603 WAYNE DR			INSURER E:
EDINBURG, TX 78542			INSURER F:

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:			CPS4063252	04/08/2024	04/08/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
	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 EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

PEST CONTROL

CERTIFICATE HOLDER
FOR RECORD ONLY

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.

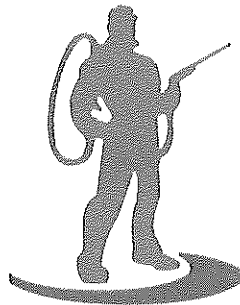
AUTHORIZED REPRESENTATIVE

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 ORIGINAL

City of Edinburg
Request for Proposal #2024-022
Pest Control Services

LAST DEFENSE



PEST CONTROL

Last Defense Pest Control, LLC.
TDA TPCL # 0812323
1603 Wayne Drive
Edinburg, TX 78542



 ORIGINAL

Last Defense Pest Control, LLC
1603 Wayne Drive
Edinburg, TX 78542
(956) 929-9608
Jesselopez71@yahoo.com

City of Edinburg
415 W. University Drive
Edinburg, TX 78541

October 14, 2024

Dear Councilmembers,

We are pleased to submit our proposal in response to your Request for Proposal #2024-022 for Pest Control Services. Last Defense Pest Control, LLC prides itself on delivering top-tier, high quality pest management solutions that ensure a safe, pest-free environment for facilities like yours.

As a lifelong resident of the City of Edinburg and having recently retired after proudly serving the city for over 30 years, I have always had the best interests of our public facilities in mind. I remain committed to contributing to the health, safety, and cleanliness of the City of Edinburg. I believe that through proactive and sustainable pest management, we can further ensure a clean environment for all residents and businesses.

My company, Last Defense Pest Control, LLC, has the experience, dedication, and eco-friendly practices needed to provide excellent pest control services for the city. Our approach focuses on prevention, safety, and the well-being of the community while using environmentally sound methods. With my deep roots in the City of Edinburg and my firsthand knowledge of its values, I am confident that we can deliver the high-quality services this great city deserves.

Thank you for considering my proposal. I look forward to the opportunity to service our city once again, and I welcome any questions for further information.

Sincerely,

Jesus Lopez, Jr.
Owner/Pest Control Specialist
Last Defense Pest Control, LLC

 ORIGINAL



Request for Proposal #2024-022
Title: Pest Control Services

SECTION 1: Previous Experience in providing a superior level of service on like-sized public and/or private projects:

Please answer the following:

- A. How many years has your organization been in business as a Contractor?
 - 5 years
- B. How many years has your company been in business under its present business name?
 - 5 years
- C. Describe your previous experience providing Pest Control Services to similar-sized public agencies and/or private companies.
 - Since its inception, Last Defense Pest Control, LLC, has worked with numerous local businesses, including the Edinburg Chamber of Commerce, delivering professional, prompt, and reliable pest control services. We have experience providing our services for public agencies and private companies alike, with multiple commercial buildings similar in size to those requested herein.
- D. Describe management personnel's experience with accounts of similar size and scope, company structure, and staff assigned to the resulting agreement.
 - The personnel at Last Defense Pest Control, LLC, have over five years of experience working with accounts for various commercial buildings, similar in size and scope, and company structure to those requested. Three of our like-sized customers have been referenced below, in Section 2.
- E. State any and all instances of being disqualified, removed, or otherwise prevented from completing the terms of any previous contracts over the past five (5) years. Give names, street addresses, and phone numbers and explain the circumstances.
 - Not Applicable.

SECTION 2: Assessment of Work Quality, Performance and Working Relationships with Current and Recent Clients:

List three (3) like-sized customers that you have provided ongoing pest control maintenance services to within the last three (3) years. Provide the following information for each contact:

1. Trinity MEP Engineering

- Customer Contact Name: Leonardo Munoz
- Phone Number: (956) 973-0500
- Address: 3533 Mooreland, Weslaco, TX 78596
- Number of years your firm has provided pest control services to Customer: 4.5 years
- Name of facilities/locations where services have been provided: Several facilities at various locations.

2. Society 204:

- Customer Contact Name: Renee Leal
- Phone Number: (956) 887-1143
- Address: 204 E. Cano St., Edinburg, TX 78539
- Number of years your firm has provided pest control services to Customer: 4.5 years
- Name of facilities/locations where services have been provided: Society 204, Shoppes at the Society.

3. Edinburg Chamber of Commerce:

- Customer Contact Name: Ronnie Larralde
- Phone Number: (956) 383-4974
- Address: 602 W. University Dr., Edinburg, TX 78539
- Number of years your firm has provided pest control services to Customer: 4 years
- Name of facilities/locations where services have been provided: Edinburg Chamber of Commerce, various Special Events locations as requested.

SECTION 3: Qualifications of Staff to be assigned to provide Pest Control services at City Facilities.

- A. Attach an organizational chart for your company, or the local office that would service this contract.
- See **Appendix A**
- B. For the local office to serve this contract, list the following:
1. Total number of staff assigned to City of Edinburg.
 - 2 staff members
 2. Names and qualifications of key staff including years in the industry and with your firm.
 - Jesus Lopez Jr., Certified Pest Control Applicator
 - 24 years in the pest control industry, 5 years with Last Defense Pest Control, LLC
 - TPCL #0801668
 - Criselda Lopez, Administrative Assistant
 - 16 years of experience in office managerial and bookkeeping duties, 5 years with Last Defense Pest Control, LLC
- C. Briefly describe your employee training program and requirements.
- Annual Continued Education Training/Units as required by the Texas Department of Agriculture.

SECTION 4: Well organized communication systems and reporting capabilities that demonstrate an ability to complete tasks efficiently and effectively and do not require constant supervision by the City.

- A. Describe the systems your company uses to communicate between supervisors, office staff and field staff. Also describe the systems you use to assign, track, and evaluate work performed by your employees.
- Regular communication with staff supervisor and follow chain of command, where necessary. Work is directly performed and supervised by the company Owner/Pest Control Specialist.
- B. Describe your existing customer service program, how you would monitor customer satisfaction, how complaints will be resolved and your plan for quality control.
- Continuously follow up with customers and communicate information for subsequent treatments. Our company prides itself on communicating directly with customers and regularly requests feedback. Our 100% Satisfaction Guarantee on services performed ensures a proper resolution for any issues that arise.
- C. Describe your communication plan to assure proper communication between your representative and the City's representative.

To ensure smooth coordination and effective communication to deliver our high-quality pest control services, Last Defense Pest Control, LLC, will keep direct and regular communication between company Owner/Pest Control Specialist and City representative. The company will be available through the following communication channels: email, phone/video calls, and on-site meetings.

Email and/or phone updates summarizing completed services, ongoing treatments, and identified pest issues will be conducted on a weekly basis, or as necessary. Moreover, the company will immediately report any unforeseen issues or critical concerns, such as infestations requiring emergency treatment.

In addition to regular communication, our company will have trouble-call service available on a 24-hours a day, seven days a week, basis. The company will provide a response for emergencies within 8 hours, and within 24 hours for non-emergencies. Additionally, the company will respond immediately to situations involving the health and safety of employees and/or the public.

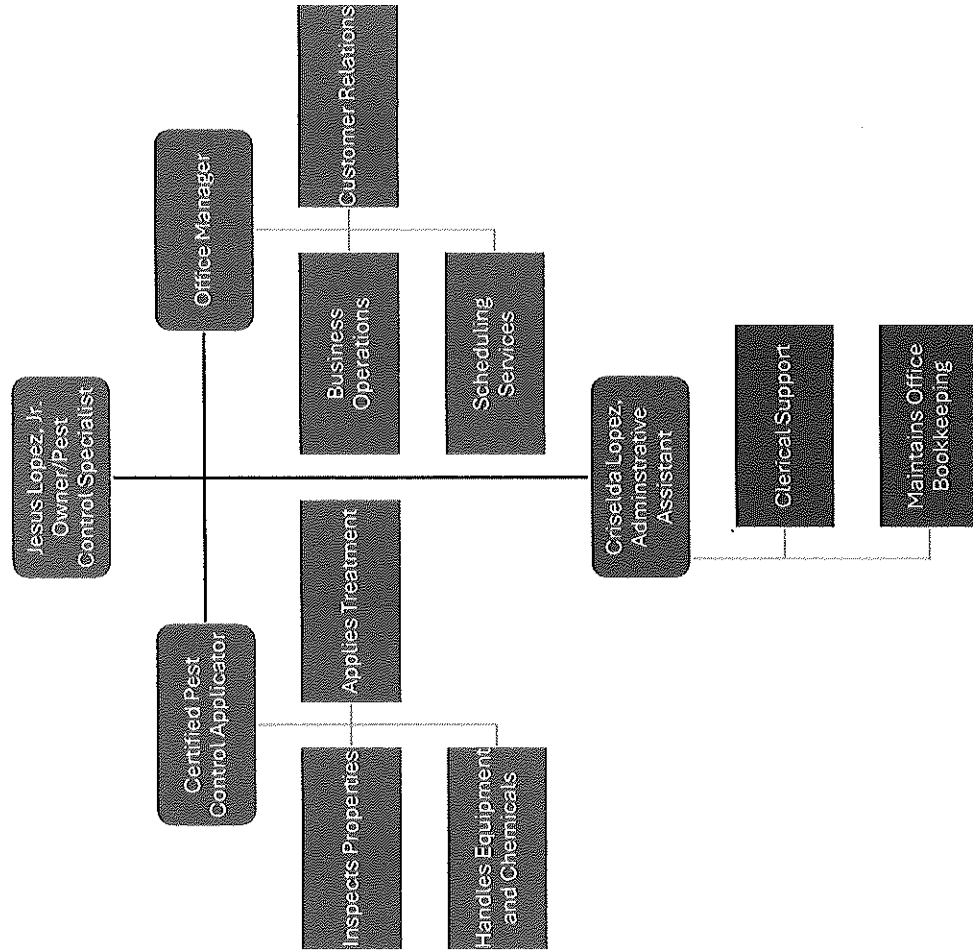
D. Describe in detail your Safety Program.

Safety is a priority for Last Defense Pest Control, LLC, and important to the company's mission and values. Our commitment to safety ensures that we follow and remain updated on current safety protocols required by the State of Texas.

Additionally, Last Defense Pest Control, LLC, adheres to the following safety policies and procedures:

- **Personal protective equipment requirements:** Depending on the type of service, the pest control applicator will wear gloves, goggles, respirators, and coveralls, as needed.
- **Standard operating procedures:** Safe use of all pest control tools with a focus on properly maintaining, inspecting, and operating equipment safely. The pest control applicator will handle, mix, store, and apply pesticides safely.
- **Hazard documentation:** Maintain and update the inventory of all chemicals used. Record regular inspections and maintenance of equipment used. Create an incident report, if necessary.
- **Emergency response procedures:** In the event of an accident, Last Defense Pest Control, LLC, will work to contain, neutralize, and immediately report it to the Maintenance Manager or designated staff. If decontamination or medical treatment is required, Last Defense Pest Control, LLC, will contact local authorities and/or emergency medical services.

Request for Proposal #2024-022
Appendix A: Organizational Chart



 ORIGINAL



CERTIFICATE OF LIABILITY INSURANCE

ORIGINAL

DATE (MM/DD/YYYY)
06/12/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER 956-702-9002 ACCESS INSURANCE AGENCY 5115 S BUSINESS 281 SUITE B EDINBURG, TX 78539	956-702-9344	CONTACT NAME: RINA R CASAS PHONE (A/C, No, Ext): 956-702-9002 FAX (A/C, No): 956-702-9344 E-MAIL: rinarcasas@accessinsagency.com ADDRESS: RINA R CASAS
INSURED JESUS LOPEZ JR DBA: LAST DEFENSE PEST CONTROL 1603 WAYNE DR EDINBURG, TX 78542		INSURER(S) AFFORDING COVERAGE INSURER A: SCOTTSDALE INSURANCE COMPANY INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

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 ☐ PROJECT ☐ LOC OTHER:			CPS4063252	04/08/2024	04/08/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
	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 EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

PEST CONTROL

CERTIFICATE HOLDER FOR RECORD ONLY	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:

10-14-2024

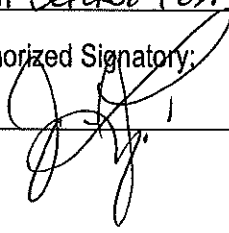
Printed Name and Title:

JESUS LOPEZ / owner

Company/Vendor Name:

LAST DEFENSE PEST CONTROL, LLC

Authorized Signatory:



COMPANY PROVIDING PROPOSAL GENERAL QUESTIONNAIRE



ORIGINAL

- 1 Name/Name of Agency/Company: LAST DEFENSE PEST CONTROL, LLC
(Full, correct legal name)
- Address: 1603 WAYNE DRIVE EDINBURG TX. 78542
 - Telephone/Fax: (956) 929-9608
 - Email address: lastdefensepestcontrol@gmail.com

2. Does your Company anticipate any mergers, transfer of organization ownership, management reorganization, or departure of key personnel within the next twelve (12) months that may affect the organization's ability to carry out its submittal?

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? EDINBURG, TX.

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? 5 (years) 4 (months)

c. State the number of full-time employees at the Edinburg office. 2

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: JESUS LOPEZ JR.
Address: 1603 WAYNE DRIVE EDINBURG, TX. 78542
Telephone: (956) 929-9608
Fax: _____
Email: lastdefensepestcontrol@gmail.com

8. Surety Information

Have you or the Company ever had a bond or surety instrument "called," canceled, or forfeited?

Yes () No ☒

If yes, state the name of the bonding company, date, amount of bond and reason for such bond being "called," or its cancellation or forfeiture. _____

9. Bankruptcy Information

 ORIGINAL

Have you or the Company ever been declared bankrupt or filed for protection from creditors under state or federal proceedings? Yes () No (✓)

If yes, state the date, court, jurisdiction, cause number, amount of liabilities and amount of assets. _____

10. Provide any other names under which your business has operated within the last 10 years.

N/A

LITIGATION DISCLOSURE FORM



ORIGINAL

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.

 ORIGINAL

HOUSE BILL 89 VERIFICATION

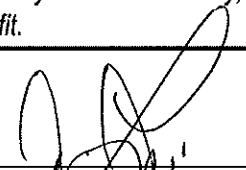
I, JESUS LOPEZ JR., the undersigned representative of
LAST DEFENSE PEST CONTROL, LLC, (Company or Business name) (hereafter referred
to as company) being an adult over the age of eighteen (18) years of age, verify that the company named-above,
under the provisions of Subtitle F, Title 10, Government 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:

JESUS LOPEZ JR. OWNER

TYPE/PRINT NAME AND TITLE:

10-14-2024

DATE:

 ORIGINAL

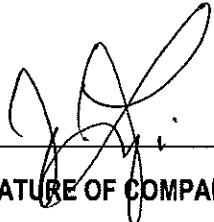
SENATE BILL 13 VERIFICATION

I, Jesus Lopez Jr., the undersigned representative of
LAST DEFENSE PEST CONTROL, 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:

Jesus Lopez Jr. / owner
TYPE/PRINT NAME AND TITLE:

10-14-2024
DATE:

SENATE BILL 19 VERIFICATION

 ORIGINAL

I, JESUS LOPEZ JR., the undersigned representative of
LAST DEFENSE POST CONTROL, 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
firearm trade 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 regulation or a
directive by a regulatory agency; or

 ORIGINAL

(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 earnings inures 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 501(a), Internal Revenue Code of 1986, as an organization described by Section 501(c) of that code.


SIGNATURE OF COMPANY REPRESENTATIVE:

JESUS LOPEZ JR. / owner
TYPE/PRINT NAME AND TITLE:

10-14-2024
DATE:

CITY OF EDINBURG

NONCOLLUSION AFFIDAVIT

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF TEXAS

COUNTY OF HIDALGO

Juan Lopez Jr., being first duly sworn, deposes and says that: (Name)

- (1) He is President of Lat Defense Pos Contract the Bidder that has submitted the attached Bid; (Company)
- (2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
- (3) Such Bid is genuine and is not a collusive or sham Bid.
- (4) Neither said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed directly or indirectly with another Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix an overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the **CITY OF EDINBURG**, or any person interested in the proposed Contract; and
- (5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including affiant.

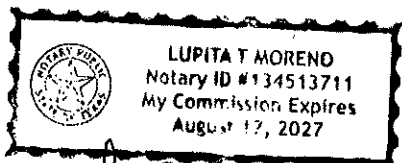
Sign

Title

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

By:

Notary Public



My commission expires
10/27/2027

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ORIGINAL



Request for Proposal #2024-022 PRICING PROPOSAL

QUARTERLY AND ANNUALLY PEST CONTROL SERVICE AT CITY FACILITIES AS DESCRIBED IN THE TECHNICAL SPECIFICATIONS[†]

Line Item	Description	Unit of Measure	Quarterly Application Unit Cost	Annual Application Unit Cost
1	Activity Center 123 E. MARK PENA DR.	EA	\$85.00	\$340.00
2	Airport Cargo Building 1300 E. FM 490	EA	\$90.00	\$360.00
3	Airport Main Hanger 1300 E. FM 490	EA	\$70.00	\$280.00
4	Airport Terminal 1300 E. FM 490	EA	\$75.00	\$300.00
5	ACE Building 315 W. McIntyre St.	EA	\$220.00	\$880.00
6	City Auditorium 415 W. University Dr.	EA	\$70.00	\$280.00
7	City Hall 415 W. University Dr.	EA	\$250.00	\$1,000.00
8	Dustin Sekula Memorial Library 1906 S. Closner Blvd.	EA	\$135.00	\$540.00
9	Ebony Hills Golf Course 300 W. Mark Pena Dr.	EA	\$65.00	\$260.00
10	Edinburg Police Department 1702 S. Closner Blvd.	EA	\$185.00	\$740.00
11	Edinburg Animal Care Facility 1301 N Doolittle Rd.	EA	\$75.00	\$300.00
12	Edinburg Police Department Armory 1702 S. Closner Blvd.	EA	\$95.00	\$380.00

[†] Pricing includes both interior and perimeter treatment of the facility, where applicable.

13	Edinburg Police Department Training Facility 1309 N Doolittle Rd.	EA	\$85.00	\$340.00
14	El Tule Recreation Center 702 S. Veterans Blvd.	EA	\$120.00	\$480.00
15	Fire Department Museum 211 W. McIntyre	EA	\$70.00	\$280.00
16	Fire Department Training Facilities Yard 1313 N. Doolittle Rd.	EA	\$65.00	\$260.00
17	Fire Department Training Facilities B#14 1313 N. Doolittle Rd.	EA	\$50.00	\$200.00
18	Fire Department Training Facilities B#2 1313 N. Doolittle Rd.	EA	\$50.00	\$200.00
19	Fire Station #1 (Central Station) 212 W. McIntyre	EA	\$65.00	\$260.00
20	Fire Station #2 602 W. Canton Rd.	EA	\$50.00	\$200.00
21	Fire Station #3 1221 E. University Dr.	EA	\$60.00	\$240.00
22	Fire Station #4 315 Matthew Dr.	EA	\$65.00	\$260.00
23	Fire Station #5 800 E. Davis Rd.	EA	\$65.00	\$260.00
24	Fountain Center 1210 E. Kuhn St.	EA	\$70.00	\$280.00
25	Jacylee Park Recreation Annex 420 S. 19TH AVE.	EA	\$70.00	\$280.00
26	Los Lagos Golf Course 1720 S. Raul Longoria Rd.	EA	\$80.00	\$320.00
27	Los Lagos Golf Course Kitchen Area ONCE A MONTH SERVICE	EA	\$40.00	\$480.00

28	Parks & Recreation Wellness Center 315 E. Mark Pena Dr.	EA	\$140.00	\$560.00
29	Parks & Recreation Wellness Center Kitchen Area - ONCE A MONTH SERVICE	EA	\$40.00	\$480.00
30	Parks and Maintenance Shop 1231 N Doolittle Rd.	EA	\$60.00	\$240.00
31	Service Center & Yard Facilities 1201 N Doolittle Rd.	EA	\$60.00	\$240.00
32	Solid Waste Building (Landfill) 8601 Jasmen Rd.	EA	\$85.00	\$340.00
33	Solid Waste Recycling Center 3102 US-281 Bus.	EA	\$60.00	\$240.00
34	Water Treatment Plant Downtown 500 E. Mahl St.	EA	\$65.00	\$260.00
35	Water Treatment Plant West 1752 Mon Mack Rd.	EA	\$70.00	\$280.00
36	Waster Water Treatment Plant 1202 N. M Rd.	EA	\$55.00	\$220.00
37	World Birding Center 714 S. Raul Longoria Rd.	EA	\$70.00	\$280.00
38	Pest Control Services	lump sum	\$3,125.00	\$13,140.00

TERMITE TREATMENT

Line Item	Description	Unit of Measure	Unit Cost
1	Subterranean Termite Treatment	LF	\$3.75
2	Drywood Termite Treatment	LF	\$4.80

BEES & WASP EXTERMINATION

Line Item	Description	Unit of Measure	Unit Cost
1	*Bees Extermination up to 10' in height	EA	\$160.00
2	*Wasps Extermination up to 10' in height	EA	\$160.00

RODENT BAIT TRAPS

Line Item	Description	Unit of Measure	Unit Cost
1	Rodent Bait Station / Traps	EA	\$30.00
2	Marsupial Bit Traps	EA	\$30.00

FLEA & TICK EXTERMINATION

Line Item	Description	Unit of Measure	Unit Cost
1	Flea	SF	\$0.07
2	Tick Extermination	SF	\$0.07

MOSQUITO & BED BUGS PREVENTION

Line Item	Description	Unit of Measure	Unit Cost
1	Mosquito Spray / Preventive	SF	\$0.10
2	Bed Bugs / Preventive	SF	\$0.10

SNAKE REMOVAL AND CONTROL

Line Item	Description	Unit of Measure	Unit Cost
1	Snake Repellent Service	LF	\$2.80
2	Snake Removal Service	EA	\$240.00

PAREDES PEST CONTROL



Email paredespestco@gmail.com
Phone: (956) 350-4117
P.O. Box 413
Olmito, Texas 78575

Paredes Pest Control LLC

P.O. Box 413
Olmito, Tx. 78575
Ph: 956-350-4117
paredespestco@gmail.com
10/13/2024

City of Edinburg

Criselda Lozano

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

Subject: Proposal for Pest Control Services

Cover Letter

Dear Criselda Lozano,

I am pleased to submit our proposal for pest control services for the City of Edinburg. At Paredes Pest Control LLC, we have been dedicated to providing exceptional pest management solutions since 1996. With over 25 years of experience serving municipalities, school districts, and commercial properties, we are confident in our ability to meet the pest control needs of your city.

We understand the unique challenges that cities face in maintaining safe and healthy environments for their residents. Our team is committed to developing a customized pest control program tailored to the specific requirements of Edinburg, utilizing eco-friendly practices and advanced techniques to ensure effective results.

Enclosed, you will find our complete proposal detailing our approach, qualifications, and our commitment to providing competitive pricing while ensuring the highest quality service.

We appreciate the opportunity to present our services and look forward to the possibility of partnering with the City of Edinburg. Please feel free to reach out if you have any questions or require further information.

Thank you for considering Paredes Pest Control LLC.

Sincerely,

Bernardo J.
Paredes Owner
Paredes Pest Control LLC

Section 1: Previous Experience in Providing a Superior Level of Service on Like-Sized Public and/or Private Projects (Up to 15 points)

A. How many years has your organization been in business as a Contractor?

Paredes Pest Control has proudly served the Rio Grande Valley since 1996, totaling 28 years of experience.

B. How many years has your company been in business under its present business name?

We have operated under the name Paredes Pest Control for 28 years.

C. Describe your previous experience providing Pest Control Services to similar-sized public agencies and/or private companies.

Paredes Pest Control has extensive experience servicing various public agencies, including cities, school districts, and universities. We currently provide pest control services to multiple similar-sized public entities, demonstrating our capacity to meet the needs of any municipality or organization.

D. Describe management personnel's experience with accounts of similar size and scope, company structure, and staff assigned to the resulting agreement.

Our management team consists of highly experienced professionals who have worked with accounts of similar size and scope for many years. Our organizational structure is designed to ensure effective communication and service delivery. Key staff assigned to this agreement have extensive industry experience and are committed to upholding our high service standards.

E. State any and all instances of being disqualified, removed, or otherwise prevented from completing the terms of any previous contracts over the past five (5) years. Give names, street addresses, and phone numbers and explain the circumstances.

We have had no instances of disqualification, removal, or being prevented from completing the terms of any contracts in the past five years.

Section 2: Assessment of Work Quality, Performance and Working Relationships with Current and Recent Clients (Up to 10 points)

A. List three (3) like-sized customers that you have provided ongoing pest control services to within the last three (3) years. Provide the following information for each contact:

1. City of Brownsville

- Customer Contact Name: Jessica Lino
- Phone Number: 956-548-1055
- Email Address: jessica.lino@brownsvilletx.gov
- Number of Years Providing Services: 2 years
- Facilities/Locations: Various city properties

2. Port of Brownsville

- Customer Contact Name: Carlos Martinez
- Phone Number: 956-831-8256
- Email Address: cmartinez@portofbrownsville.com
- Number of Years Providing Services: 10+ years
- Facilities/Locations: Port facilities

3. City of Port Isabel

- Customer Contact Name: Carlos A. Flores
- Phone Number: 956-433-7195
- Email Address: ecdirector@copitx.com
- Number of Years Providing Services: 5+ years
- Facilities/Locations: Various city properties

4. Point Isabel ISD

- Customer Contact Name: Reynaldo Barrera
- Phone Number: 956-943-0626
- Email Address: reybarraera@pi-isd.net
- Number of Years Providing Services: 10+ years
- Facilities/Locations: School district facilities

Section 3: Qualifications of Staff to be Assigned to Provide Pest Control Services at City Facilities (Up to 5 points)

A. Attach an organizational chart for your company, or the local office that would service this contract.

Attached is the organizational chart for Paredes Pest Control, highlighting the local team dedicated to the City of Edinburg.

B. For the local office to serve this contract, list the following:

1. Total Number of Staff Assigned to City of Edinburg:

We have a dedicated team of 2 full-time technicians assigned specifically to the City of Edinburg, ensuring effective and timely pest control services.

2. Key Staff Members:

- **Myles Paredes, Co-Owner/Technician**
 - Years in Industry: 10 years
 - Years with Paredes Pest Control: 10 years
 - Qualifications: Certified in pest control and experienced in servicing similar organizations.
- **Alrey Paredes, Co-Owner/Technician**
 - Years in Industry: 15 years
 - Years with Paredes Pest Control: 15 years
 - Qualifications: Certified in pest control and experienced in servicing similar organizations.

C. Employee Training Program:

Paredes Pest Control prioritizes high standards of service through our comprehensive training program:

- **Initial Training:** New employees undergo an extensive onboarding process covering pest identification, safe pesticide handling, customer service protocols, and safety practices.
- **Ongoing Education:** We conduct regular training sessions to keep our staff updated on the latest pest control techniques, environmental regulations, and safety measures.
- **Certification and Licensing:** All staff members are required to hold the appropriate state licenses and undergo periodic recertification as mandated by state law.

Section 4: Well Organized Communication Systems and Reporting Capabilities (Up to 10 points)

A. Describe the systems your company uses to communicate between supervisors, office staff, and field staff. Also describe the systems you use to assign, track, and evaluate work performed by your employees:

Paredes Pest Control utilizes a combination of digital tools and established protocols to ensure effective communication:

- **Communication Platforms:** We use [insert names of software/tools, e.g., Slack, Microsoft Teams] for real-time communication among staff, allowing for quick updates and efficient problem-solving.
- **Work Order Management System:** Our team employs [insert name of software, e.g., ServiceTitan, Jobber] to assign tasks, track progress, and evaluate work completed. This system provides transparency and accountability, allowing supervisors to monitor fieldwork effectively.

B. Describe your existing customer service program, how you would monitor customer satisfaction, how complaints will be resolved, and your plan for quality control:

Our customer service program is designed to ensure client satisfaction and address concerns proactively:

- **Customer Feedback:** We conduct regular surveys and check-ins to gauge client satisfaction and gather feedback on our services.
- **Complaint Resolution Process:** Any complaints are logged into our system and addressed within [insert timeframe, e.g., 24 hours]. Our dedicated customer service team works to resolve issues promptly and effectively.

- **Quality Control Measures:** We perform regular audits of our services and conduct follow-ups after treatments to ensure that customer expectations are met.

C. Describe your communication plan to assure proper communication between your representative and the City's representative:

To facilitate seamless communication with the City of Edinburg:

- **Designated Point of Contact:** We will assign a specific representative who will serve as the primary contact for all communications. This ensures that the City has a consistent point of contact.
- **Regular Updates:** We will provide weekly updates regarding ongoing services, upcoming treatments, and any issues encountered, ensuring the City is always informed.

D. Describe in detail your Safety Program:

Safety is a top priority at Paredes Pest Control. Our comprehensive Safety Program includes:

- **Training and Compliance:** All employees receive training on safety protocols, pesticide handling, and emergency procedures, ensuring compliance with OSHA standards.
 - **Personal Protective Equipment (PPE):** We provide all staff with the necessary PPE, including gloves, masks, and goggles, to ensure their safety while performing pest control services.
 - **Incident Reporting:** Any incidents or near-misses are documented and reviewed to improve safety practices continuously. Regular safety meetings are held to discuss potential hazards and preventative measures.
-

PAREDES PEST CONTROL

ORGANIZATIONAL CHART



MID VALLEY PEST CONTROL, LLC.

8002 E. Curry Rd., Edinburg TX, 78542

Edinburg (956) 383-2651

Weslaco (956) 969-2628 Toll Free 1 (866) 787-2651

TDA TPCL: 774494



Attachment A-Response to Questions from Pest Control Services RFP

Section 1:

- A. 34 years, Established 1990**
- B. 34 years**
- C. Previous contracts providing pest control services with City of Mission, Hidalgo County Facilities Management, Hidalgo County Head Start Programs, Pharr/San Juan/Alamo ISD Child Nutrition, City of Mcallen/ Customs and Border Protection, KCI Technologies**
- D. We have provided monthly services to control pests and also aided in creating new IPM (Integrated Pest Management) plans and protocols for Schools and Public entities when requested to minimize exposure to pesticides. We also have experience in managing multiple locations per account, coordinating with site personnel or directors to schedule appointment times that work best for our clients.**
- E. N/A**

Section 2:

- 1.**
 - a. McAllen Hidalgo Bridge**
 - b. Arturo Madero: Operations Manager**
 - c. 956-681-1800**
 - d. amadero@mcallen.net**
 - e. 10 Years**
 - f. City of Mcallen International Bridge Administration Offices and Toll Booths, US Custom and Border Protection Booths, Offices and Administration Buildings, etc.**
- 2.**
 - a. KCI Technologies Inc.**
 - b. Oscar Garza: Practice Leader**
 - c. 956-369-4529**
 - d. Oscar.garza@kci.com**
 - e. 7 Years**
 - f. Engineering and Drafting Administration Building**
- 3.**
 - a. PSJA-ISD: Child Nutrition Department**



MIDVALL-01

SMCCA

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/17/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER PCO Insurance Services LLC, a division of Dexter & Company 3601 Cedar Springs Road Dallas, TX 75219	CONTACT NAME: Shannon McCay	
	PHONE (A/C, No, Ext): (214) 526-5646 FAX (A/C, No): (214) 526-6926	
	E-MAIL ADDRESS: smccay@dextercompany.com	
INSURED Mid Valley Pest Control LLC 8002 E Curry Rd Edinburg, TX 78542	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Imperium Insurance Company	35408
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

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 ☐ PROJECT ☐ LOC OTHER:			IIC-GL-02335-11	9/26/2024	9/26/2025	EACH OCCURRENCE \$ 1,000,00 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,00 MED EXP (Any one person) \$ 5,00 PERSONAL & ADV INJURY \$ 1,000,00 GENERAL AGGREGATE \$ 2,000,00 PRODUCTS - COMP/OP AGG \$ 2,000,00
	AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED \$ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

CERTIFICATE HOLDER

CANCELLATION

INSURED'S COPY
PLEASE RETAIN FOR YOUR RECORDS
UNTIL ORIGINAL POLICY IS RECEIVED

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/24/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER  State Farm Robert Elizalde 2108 S Business Highway 281 Suite C EDINBURG TX 785424440		CONTACT NAME: Robert Elizalde PHONE (A/C, No, Ext): 956-383-4312 E-MAIL: juana@robertinsures.com ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: State Farm Mutual Automobile Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	FA# (A/C, No): NAIC # 25178
INSURED MID VALLEY PEST CONTROL LLC 8002 E CURRY RD EDINBURG TX 7854244			

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	ADD: SUB: INSD: WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea. occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY	N N	071 0374-D19-53J	04/19/2024	10/15/2024	COMBINED SINGLE LIMIT (Ea. accident) \$ 1,000,000 BODILY INJURY (Per person) \$ 1,000,000 BODILY INJURY (Per accident) \$ 1,000,000 PROPERTY DAMAGE (Per accident) \$ 1,000,000
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED: RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y/N ☐ N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below					PER STATUTE \$ OTH-ER \$ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Completed by an authorized State Farm representative. If signature is required, please contact a State Farm agent.

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/6/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER (956)787-4989
Crystal Jeannie Salinas
James E. Capt & Associates LLC
P. O. BOX 126
San Juan, TX 78589-0126

CONTACT NAME: JEANNIE
PHONE (A/C No. Ext.): (800)877-4989 Ext.
FAX (A/C No.): (956)781-3380
E-MAIL ADDRESS: JEANNIE@CAPTINSURANCE.COM

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: TEXAS MUTUAL INS COMPANY

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

INSURED
MID VALLEY PEST CONTROL LLC
8002 E CURRY ROAD
EDINBURG, TX 78539

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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INSR TR	TYPE OF INSURANCE	ADDL SUBR INSR WVG	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY					EACH OCCURRENCE \$
	COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Per occurrence) \$
	CLAIMS-MADE ☐ OCCUR ☐					MED EXP (Any one person) \$
						PERSONAL & ADV INJURY \$
						GENERAL AGGREGATE \$
	GEN'L AGGREGATE LIMIT APPLIES PER:					PRODUCTS - COMP/OP AGG \$
	POLICY ☐ PRO-JECT ☐ LOC ☐					\$
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Per accident) \$
	ANY AUTO					BODILY INJURY (Per person) \$
	ALL OWNED AUTOS	SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
	HIRED AUTOS	NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident) \$
						\$
	UMBRELLA LIAB	OCCUR ☐				EACH OCCURRENCE \$
	EXCESS LIAB	CLAIMS-MADE ☐				AGGREGATE \$
	DED ☐ RETENTION \$ ☐					\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N ☐	N/A	12/15/23	12/15/24	X WC STATUTORY LIMITS ☐ OTH-ER ☐
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)		SBP-001196944			E.L. EACH ACCIDENT \$ 1,000.00
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$ 1,000.00
						E.L. DISEASE - POLICY LIMIT \$ 1,000.00

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

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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6. Pricing Proposal

QUARTERLY AND ANNUALLY PEST CONTROL SERVICE AT CITY FACILITIES AS DESCRIBED IN THE TECHNICAL SPECIFICATIONS.

Line Item	Description	Unit of Measure	Quarterly Application Unit Cost	Annual Application Unit Cost
1	Activity Center 123 E. MARK PENA DR.	EA	\$90. ⁰⁰	\$360. ⁰⁰
2	Airport Cargo Building 1300 E. FM 490	EA	\$90. ⁰⁰	\$360. ⁰⁰
3	Airport Main Hanger 1300 E. FM 490	EA	\$75. ⁰⁰	\$300. ⁰⁰
4	Airport Terminal 1300 E. FM 490	EA	\$80. ⁰⁰	\$320. ⁰⁰
5	ACE Building 315 W. McIntyre St.	EA	\$225. ⁰⁰	\$900. ⁰⁰
6	City Auditorium 415 W. University Dr.	EA	\$75. ⁰⁰	\$300. ⁰⁰
7	City Hall 415 W. University Dr.	EA	\$260. ⁰⁰	\$1,040. ⁰⁰
8	Dustin Sekula Memorial Library 1906 S. Closner Blvd.	EA	\$145. ⁰⁰	\$580. ⁰⁰
9	Ebony Hills Golf Course 300 W. Mark Pena Dr.	EA	\$65. ⁰⁰	\$260. ⁰⁰
10	Edinburg Police Department 1702 S. Closner Blvd.	EA	\$198. ⁰⁰	\$792. ⁰⁰
11	Edinburg Animal Care Facility 1301 N Doolittle Rd.	EA	\$85. ⁰⁰	\$340. ⁰⁰
12	Edinburg Police Department Armory 1702 S. Closner Blvd.	EA	\$90. ⁰⁰	\$360. ⁰⁰
13	Edinburg Police Department Training Facility 1309 N Doolittle Rd.	EA	\$90. ⁰⁰	\$360. ⁰⁰
14	El Tule Recreation Center 702 S. Veterans Blvd.	EA	\$130. ⁰⁰	\$520. ⁰⁰
15	Fire Department Museum 211 W. McIntyre	EA	\$65. ⁰⁰	\$260. ⁰⁰



JACKSON PEST CONTROL

910 Big Horn Dr. Edinburg, TX 78539
Phone 956-381-8015



October 11, 2024

City of Edinburg

415 W. University Drive

Edinburg, TX 78541

Dear City Of Edinburg.

We at Jackson Pest Control, Inc. would like to extend our sincere gratitude for the opportunity to submit a proposal for pest control services to the City of Edinburg.

Jackson Pest Control is a local, family-owned business with over 42 years of experience serving the pest control needs of Hidalgo County and Cameron County. We consistently implement an Integrated Pest Management (IPM) approach, emphasizing prevention and control with responsible pesticide use. Our staff includes two certified applicators, each with over 42 years of experience in pest, termite, lawn, and ornamental control. We prioritize ongoing education and training to ensure that we provide the best possible service, focusing on prevention, environmental control, and safety.

Our commitment to providing top-quality service is guaranteed through the use of the latest, safest, and most effective pesticides approved by the EPA.

Jackson Pest Control certifies agreement to the following:

- Provide a comprehensive IPM plan for the buildings and areas specified by the RFP.
- Furnish all supervision, labor, materials, and equipment necessary for surveillance, trapping, and pesticide application.
- Provide site-specific recommendations for structural and procedural modifications needed for pest prevention.
- Suppress the following pests: rodents, cockroaches, ants, spiders, winged termite swarms emerging indoors, and other arthropods indoors and outside the specified buildings but within areas immediately adjacent to those buildings.
- Adhere to general contractor and pest control responsibilities as specified by the Structural Pest Control Department of Agriculture.

Once again, thank you for giving Jackson Pest Control, Inc. the opportunity to provide pest control services for the City of Edinburg. Please do not hesitate to contact us at (956) 381-8015 if you have any questions. We look forward to working with you soon.

Respectfully,

Certified Applicator

Certified Applicator

Nelson Snavelly, CEO/Owner

Ramiro B Jackson #0560077

Ronald B. Jackson #0560078

Nelson Snavely/ Marissa Snavely

Owners



Angelina Jackson
Office Manager -Edinburg Office
Pest control Apprentice lic 0940697



Ramiro B. Jackson
Certified Applicator Lic # 056077



Gustavo Conejo
Pest Control Apprentice Lic # 0931295



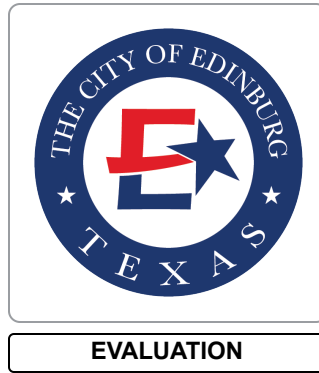
Ron Jackson
Certified Applicator Lic # 0560078

Freddy Orozco

Pest Control Apprentice Lic # 0926608

Caylin Snavely
General Manager- Edinburg/ Harlingen Office
Pest Control Apprentice Lic. 0944840

+1 User



Pest Control Services

 Request For Proposal

 Building Maintenance

 91059

Project ID: 2024-022

Release Date: Wednesday, September 25, 2024

Due Date: Tuesday, October 15, 2024 3:00pm

 Posted  Wednesday, September 25, 2024 10:30am

 Bid Unsealed Tuesday, October 15, 2024 3:09pm by Veronica Gutierrez

 Pricing Unsealed Tuesday, October 15, 2024 3:09pm by Veronica Gutierrez

All dates & times in Central Time

Edit   Preview

[< Back to Response](#)

FANC Enterprise LLC



COMPANY INFORMATION

Legal Vendor Name

FANC Enterprise LLC

Doing Business As (DBA) Name

Jackson Pest Control

Company Phone Number

(956) 381-8015

Company Address

910 Big Horn Dr
Edinburg, TX 78542

Company Website

www.jacksonpestcontrol247.com

Contacts

Nelson Snavelly

jacksonpestcontrol24@gmail.com 

Languages

Spanish

Company Description

Jackson Pest Control is a family-owned and operated business with over 40 years of experience serving the Rio Grande Valley. Located in Edinburg, TX, the company specializes in providing high-quality pest control services to residential and commercial clients. With a focus on safety, reliability, and customer satisfaction, Jackson Pest Control uses industry-leading techniques to manage a wide range of pest issues, including insects, rodents, and termites. Their team is dedicated to protecting homes and businesses with environmentally friendly solutions, ensuring long-term prevention and peace of mind for their customers.

Business Type

S Corporation

State of Incorporation

TX

Employer Identification Number (EIN)

990441014

Unique Entity Identifier (UEI)

None

Dun & Bradstreet Number (DUNS)

None

LISTS

CERTIFICATIONS

VERIFIED CERTIFICATIONS

None specified

SELF REPORTED CERTIFICATIONS

None specified

CATEGORY CODES

NIGP Codes

91059 - Pest Control (Incl. Termite Inspection and Control, Bird Proofing, Animal Trapping,...

NAICS Codes

56171 - Exterminating and Pest Control Services

561710 - Exterminating and Pest Control Services

UNSPSC Codes

72102100 - Pest control

78141603 - Pest control inspections

DOCUMENTS

W-9 Form

Jackson W-9 form-

Certificate of Insurance

Jackson Pest Control COI

Other Documents

IMG_1516

REQUEST FOR PROPOSAL
2024-022
PEST CONTROL SERVICES

City of Edinburg
415 W. University Drive
Edinburg, TX 78541



RELEASE DATE: September 25, 2024
DEADLINE FOR QUESTIONS: October 7, 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
Pest Control Services

Notice III. Instructions,
Terms and Conditions..... IV.
Specifications..... V. Vendor
Questionnaire..... VI. Pricing Proposal
..... VII. Evaluation Criteria
.....

Attachments:

A - Pest_Control_Services_Agreement
Request For Proposal
#2024-022 Title: Pest Control
Services

1. Introduction

1.1. Summary

The City of Edinburg is seeking a quarterly service contract for pest control of insects including Insects & Arthropods, Rodents, and Marsupials for a period of one (1) year, beginning December 2024 through September 30, 2025. The City, at its option, may renew this contract for up to three (3) years, in one (1) year periods, beginning on January 1, 2026. Materials applied in pest control services shall confirm to Federal, State and local Ordinances and/or laws. Pesticides shall be utilized with due precaution and special care shall be exercised during the use of liquid insecticides in areas having an asphalted, mastic, or linoleum floor surface.

All pest control services shall be performed in a safe manner in accordance with the most modern and effective scientific pest control procedures. The contractor will cooperate to ensure effective results. When conditions conducive to breeding and harboring pests covered in this contract are reported, the contractor shall take the necessary steps to correct the conditions. Service shall be provided on a quarterly basis. All areas requiring attention shall be treated for effective pest control. Additional calls and treatments shall be made when deemed necessary by the Building Maintenance Superintendent at no additional cost to the city. All services, regular and special, shall be rendered as such time as not to interfere with employees and persons in or about the premises.

It is the intent of the City of Edinburg to identify and establish long term partnerships with highly qualified Contractors. To achieve the best level of service, the City believes that the relationship must be based on mutual trust and respect. Teamwork, flexibility, and cooperation will be essential characteristics of the successful Contractor.

1.2. Contact Information

Project Contact:
Richard Ramos
Building Maintenance Manager
415 W. University Dr.

Edinburg, TX 78541
Email: richardramos@cityofedinburg.com
Phone: [\(956\) 605-9311](tel:(956)605-9311)

Procurement Contact:

Tomas Reyna

Assistant City Manager

415 W. University Dr.

Edinburg, TX 78539

Email: treyne@cityofedinburg.com

Phone: [\(956\) 388-8207](tel:(956)388-8207)

Department:

Building Maintenance

3

Request For Proposal #2024-022
Title: Pest Control Services

Department Head:

Tom Reyna

Assistant City Manager

1.3. Timeline

Release Project Date	September 25, 2024
Pre-Proposal Meeting (Non-Mandatory)	October 4, 2024, 3:00pm Edinburg Activity Center, 123 Mark S. Pena Dr. Edinburg, TX 78539
Question Submission Deadline	October 7, 2024, 3:00pm
Proposal Submission Deadline	October 15, 2024, 3:00pm

4

Request For Proposal
#2024-022 Title: Pest Control
Services

2. Legal Notice

2.1. Notice to Respondents

The City of Edinburg is soliciting sealed proposals from qualified vendors for Pest Control Services.

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. 2024-022" 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. 2024-022

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 3:00 pm on Monday, October 7, 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: Pest Control Services

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 Pest Control Services 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.

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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

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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

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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

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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

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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.

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4. Specifications

4.1. Pest Control Services

Contractor will provide all necessary equipment, chemicals and supplies necessary to provide effective onsite Pest Control management and trapping. Services provided include but are not limited to routine treatment, preventative maintenance for the following:

- **Insects & Arthropods:** American roaches, brown banded roaches, German roaches, oriental roaches, pharaoh ants, sweet ants, silverfish, black widow spiders, brown recluse spiders, centipedes, crickets, millipedes, African Honey bees, Wasp, Yellow Jackets, Hornets, or any other flying insects, and scorpions.
- **Rodents:** Mice, Rats, Squirrels, and Bats
- **Marsupials:** Raccoons, Possums

Contractor will provide service within each physical structure and it's perimeter on a regularly scheduled basis provided by contractor. Pest Control treatment plan/schedule must be approved by the City of Edinburg Building Superintendent prior to contract commencement. Any additional

treatments/callbacks required outside of the established treatment schedule should be allotted for in this agreement.

- Contractor is expected to respond within 8 hrs. Contractor must provide proper notification of all pest control treatment in accordance with all applicable federal, state and local laws.
- Contractor will be required to submit **Material Safety Data Sheets** on all chemicals to be used on the premises.
- All work is to be performed during normal working hours, and in a manner so as not to create any disturbance to City Employees, tenants, visitors, or the general public.
- All personnel will be in contractor's uniform and carry identification on their person at all times

Additional services to be provided on an as needed basis at a fixed rate:

- Bird Control
- Bat Control
- Termite Treatment
- Flee Treatment

A. Term of Service

The term of the contract will be from December 1, 2024 through September 30, 2025. The contract may be canceled or any portion thereof at any time during the term of service and such cancellations shall be

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effective upon giving ninety (90) days written notice. The City, at its option, may renew this contract for up to three (3) years, one (1) year periods, beginning on September 30, 2025. This option will be exercised only if the Contractor has demonstrated superior performance in provision of Pest Control Services to the City.

Pricing entries in the Proposal apply to the period of December 1, 2024 to September 30, 2025. If the contract is renewed, the annual maximum increase will be tied to the Consumer Price Index (CPI) and allowed for each subsequent year beginning on October 1, 2025.

B. Building Work Hours

Scheduled maintenance and repairs shall typically occur during after normal business hours. Facility business hours are:

Activity Center	Monday through Friday 8:00 a.m. to 5:00 p.m.
Airport Cargo Building	Monday through Friday 8:00 a.m. to 5:00 p.m.

Airport Terminal	24 Hrs.
Police Department Armory	24 Hrs.
Central Fire Station	24 Hrs.
City Auditorium	Monday through Friday 8:00 a.m. to 5:00 p.m.
City Hall	Monday through Friday 8:00 a.m. to 5:00 p.m.
Ebony Hills Golf Course	Monday-Sunday Sunrise to Sundown
Edinburg ACE Building	Monday through Thursday 9:00 a.m. to 9:00 p.m., Fridays 9:00 a.m. to 6:00 p.m., Saturdays 10:00 a.m. to 9:00 p.m., and Sundays 1:00 p.m. to 6:00 p.m.
Airport Main Hanger 3	24 Hrs.
Airport Hanger 4	24 Hrs.
Airport Hanger 5	24 Hrs.
El Tule Recreation Center	Monday through Friday 7:00 a.m. to 10 p.m. Saturdays 8:00 a.m. to 1 p.m.
Fire Department Museum	Monday through Friday 8:00 a.m. to 5:00 p.m.
Fire Station #2	24 Hrs.
Fire Station #3	24 Hrs.
Fire Station #4	24 Hrs.

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Fire Station #5	24 Hrs.
Fountain Center	Monday through Friday from 5:00 a.m. to 10:00 p.m., Saturdays from 6:30 a.m. to 8:00 p.m., and on Sundays from 8:00 a.m. to 6:00 p.m.
Fountain Center Annex	Monday through Friday from 5:00 a.m. to 10:00 p.m., Saturdays from 6:30 a.m. to 8:00 p.m., and on Sundays from 8:00 a.m. to 6:00 p.m.

Jacyee Park Recreation Annex	Monday through Friday from 5:00 a.m. to 10:00 p.m., Saturdays from 6:30 a.m. to 8:00 p.m., and on Sundays from 8:00 a.m. to 6:00 p.m.
Solid Waste Building (Landfill)	Monday through Friday 8:00 a.m. to 5:00 p.m.
Dustin Sekula Memorial Library	Monday through Thursday 9:00 a.m. to 9:00 p.m., Fridays 9:00 a.m. to 6:00 p.m., Saturdays 11:00 a.m. to 3:00 p.m., and Sundays 1:00 p.m. to 5:00 p.m.
Los Lagos Golf Course	Monday-Sunday Sunrise to Sundown
Parks and Maintenance Shop	Monday through Friday 8:00 a.m. to 5:00 p.m.
Edinburg Police Department	24 Hrs.
Solid Waste Recycling Center	Monday through Friday 8:00 a.m. to 6:30 p.m., Saturday and Sunday 8:00 a.m. to 5:00 p.m.
Service Center	Monday through Friday 7:00 a.m. to 7:00 p.m.
Parks & Recreation Wellness Center	Monday through Friday from 5:00 a.m. to 10:00 p.m., Saturdays from 6:30 a.m. to 8:00 p.m., and on Sundays from 8:00 a.m. to 6:00 p.m.
Police Department Training Facility	Monday through Friday 8:00 a.m. to 5:00 p.m.
Police Department Animal Care Facility	Monday through Friday 8:00 a.m. to 5:00 p.m.
World Birding Center	Monday through Saturday 8:00 a.m. to 5:00 p.m., Sunday 1:00 p.m. to 5:00 p.m.
Downtown Water Treatment Plant	24 Hrs. 7 Days a Week
West Water Treatment Plant	24 Hrs. 7 Days a Week
Waste Water Treatment Plant	24 Hrs. 7 Days a Week
Promenade Park Amphitheater Concession	

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C. Service Availability

The Contractor shall have trouble-call service available on a twenty-four hours a day, seven days a week basis with a response time not to exceed the following:

- EMERGENCIES.....8- hour response time
- NON-EMERGENCIES.....24- hour response time

Time to respond shall start when the City calls the problem into Contractor's designated emergency phone number. Additionally, the Contractor shall provide the ability to respond immediately to situations involving the health and safety of employees and/or the public and the comfort and operational capability of any public meeting space. Service requests or other non-urgent tasks shall be completed by journey level staff within one (1) working day from the date of request by City Representative.

D. Damages

The Contractor will be responsible for all damages to the facility or contents caused by Contractor, their staff or subcontractors during the performance of their duties.

E. Safety & Security

The Contractor and staff shall follow all established safety procedures and shall take special care not to endanger the public in any way. The Contractor is responsible for the security of all doors at the conclusion of work in each room. All exterior doors should remain locked at all times. Interior doors that are found open or unlocked shall be left in the same position/condition in which they were found.

F. Emergency Situations

For medical or public safety emergencies occurring at the Facilities call 9-1-1. For all building maintenance emergencies (water leaks, etc.) contact the Maintenance Manager or designated staff to report the issue immediately (24-hours/day).

4.2. RFP Requirements

RFP EVALUATION: The evaluation system consists of a 100-point system. The firms will be ranked after evaluation. Categories under the 100-point system include response to RFP. RFP submittal evaluation will be based on the following criteria.

Section 1: Previous Experience in providing a superior level of service on like-sized public and/or private projects: (Up to 15 points)

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Please answer the following:

- A. How many years has your organization been in business as a Contractor?
- B. How many years has your company been in business under its present business name?
- C. Describe your previous experience providing Pest Control Services to similar-sized public agencies and/or private companies.
- D. Describe management personnel's experience with accounts of similar size and scope, company structure, and staff assigned to the resulting agreement.
- E. State any and all instances of being disqualified, removed, or otherwise prevented from completing the terms of any previous contracts over the past five (5) years. Give names, street addresses, and phone numbers and explain the circumstances.

Section 2: Assessment of Work Quality, Performance and Working Relationships with Current and Recent Clients: (Up to 10 points)

- A. List three (3) like-sized customers that you have provided ongoing tree maintenance services to within the last three (3) years. Provide the following information for each contact:
 - 1. Customer Name
 - 2. Customer Contact Name
 - 3. Phone Number
 - 4. E-Mail Address
 - 5. Number of years your firm has provided tree maintenance services to Customer.
 - 6. Names of facilities/locations where services have been provided.

Section 3: Qualifications of Staff to be assigned to provide Pest Control services at City Facilities. (Up to 5 points)

- A. Attach an organizational chart for your company, or the local office that would service this contract.
- B. For the local office to serve this contract, list the following:
 - 1. Total number of staff assigned to City of Edinburg
 - 2. Names and qualifications of key staff including years in the industry and with your firm.
- C. Briefly describe your employee training program and requirements.

Section 4: Well organized communication systems and reporting capabilities that demonstrate an ability to complete tasks efficiently and effectively and do not require constant supervision by the City. (Up to 10 points)

- A. Describe the systems your company uses to communicate between supervisors, office staff and field staff. Also describe the systems you use to assign, track, and evaluate work performed by your employees.
- B. Describe your existing customer service program, how you would monitor customer satisfaction, how complaints will be resolved and your plan for quality control.
- C. Describe your communication plan to assure proper communication between your representative and the City's representative.
- D. Describe in detail your Safety Program.

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. Required Forms

5.4.1. *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

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

Please download the below documents, complete, and upload.

- [GENERAL_QUESTIONNAIRE.pdf](#)

*Response required

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

Please download the below documents, complete, and upload.

- [LITIGATION_DISCLOSURE_FORM.pdf](#)

*Response required

5.4.4. *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

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Please download the below documents, complete, and upload.

- [HOUSE BILL 89 VERIFICATION.pdf](#)

*Response required

5.4.5. 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

5.4.6. 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

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

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Request For Proposal
#2024-022 Title: Pest Control
Services

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

*5.4.8. 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

*5.4.9. 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

22

Request For Proposal
#2024-022 Title: Pest Control
Services

☐ No

*Response required

Request For Proposal #2024-022
Title: Pest Control Services

6. Pricing Proposal

**QUARTERLY AND ANNUALLY PEST CONTROL SERVICE AT CITY FACILITIES AS DESCRIBED IN THE
TECHNICAL SPECIFICATIONS.**

			Quarterly Application Unit	Annual Application Unit
1	Activity Center 123 E. MARK PENA DR.	EA	\$195.00	\$400.00
2	Airport Cargo Building 1300 E. FM 490	EA	\$550.00	\$1,250.00
3	Airport Main Hanger 1300 E. FM 490	EA	\$450.00	\$1,000.00
4	Airport Terminal 1300 E. FM 490	EA	\$450.00	\$1,000.00
5	ACE Building 315 W. McIntyre St.	EA	\$450.00	\$950.00
6	City Auditorium 415 W. University Dr.	EA	\$150.00	\$325.00
7	City Hall 415 W. University Dr.	EA	\$325.00	\$750.00
8	Dustin Sekula Memorial Library 1906 S. Closner Blvd.	EA	\$200.00	\$425.00
9	Ebony Hills Golf Course 300 W. Mark Pena Dr.	EA	\$150.00	\$325.00
10	Edinburg Police Department 1702 S. Closner Blvd.	EA	\$450.00	\$950.00
11	Edinburg Animal Care Facility 1301 N Doolittle Rd.	EA	\$250.00	\$525.00
12	Edinburg Police Department Armory 1702 S. Closner Blvd.	EA	\$110.00	\$225.00
13	Edinburg Police Department Training Facility 1309 N Doolittle Rd.	EA	\$110.00	\$325.00
14	El Tule Recreation Center 702 S. Veterans Blvd.	EA	\$350.00	\$550.00
15	Fire Department Museum 211 W. McIntyre	EA	\$90.00	\$200.00

				Quarterly Application n Unit	Annual Application n Unit
16	Fire Department Training Facilities Yard 1313 N. Doolittle Rd.		EA	\$110.00	\$235.00
17	Fire Department Training Facilities B#14 1313 N. Doolittle Rd.		EA	\$90.00	\$200.00
18	Fire Department Training Facilities B#2 1313 N. Doolittle Rd.		EA	\$90.00	\$200.00
19	Fire Station #1 (Central Station) 212 W. McIntyre		EA	\$100.00	\$220.00
20	Fire Station #2 602 W. Canton Rd.		EA	\$100.00	\$220.00
21	Fire Station #3 1221 E. University Dr.		EA	\$100.00	\$220.00
22	Fire Station #4 315 Matthew Dr.		EA	\$100.00	\$220.00
23	Fire Station #5 800 E. Davis Rd.		EA	\$100.00	\$220.00
24	Fountain Center 1210 E. Kuhn St.		EA	\$250.00	\$450.00
25	Jacyee Park Recreation Annex 420 S. 19TH AVE.		EA	\$150.00	\$330.00
26	Los Lagos Golf Course 1720 S. Raul Longoria Rd.		EA	\$150.00	\$300.00
27	Los Lagos Golf Course Kitchen Area ONCE A MONTH SERVICE		EA	\$90.00	n/a
28	Parks & Recreation Wellness Center 315 E. Mark Pena Dr.		EA	\$350.00	\$550.00

29	Parks & Recreation Wellness Center Kitchen Area - ONCE A MONTH SERVICE		EA	\$90.00	\$200.00
30	Parks and Maintenance Shop 1231 N Doolittle Rd.		EA	\$90.00	\$200.00

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Request For Proposal #2024-022

Title: Pest Control Services

			Quarterly Application Unit	Annual Application Unit
31	Service Center & Yard Facilities 1201 N Doolittle Rd.	EA	\$125.00	\$275.00
32	Solid Waste Building (Landfill) 8601 Jasmen Rd.	EA	\$350.00	\$500.00
33	Solid Waste Recycling Center 3102 US-281 Bus.	EA	\$90.00	\$200.00
34	Water Treatment Plant Downtown 500 E. Mahl St.	EA	\$90.00	\$200.00
35	Water Treatment Plant West 1752 Mon Mack Rd.	EA	\$150.00	\$330.00
36	Waster Water Treatment Plant 1202 N. M Rd.	EA	\$90.00	\$200.00
37	World Birding Center 714 S. Raul Longoria Rd.	EA	\$110.00	\$235.00
38	Pest Control Services	lump sum	\$7,245	14,905.00

TERMITE TREATMENT

1	Subterranean Termite Treatment	LF/FT	\$10.00
2	Drywood Termite Treatment	LF/FT	N/A

BEES & WASP EXTERMINATION

1	*Bees Extermination up to 10' in height	EA	\$350.00
2	*Wasps Extermination up to 10' in height	EA	\$65 each

RODENT BAIT TRAPS

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Request For Proposal #2024-022

Title: Pest Control Services

1	Rodent Bait Station / Traps	EA	\$40 baited
2	Marsupila Bit Traps	EA	\$375.00 3 follow ups

FLEA & TICK EXTERMINATION

1	Flea	SF	.18 cent per SF With 1 follow up
2	Tick Extermination	SF	.18 cent per SF with 1 Follow up

MOSQUITO & BED BUGS PREVENTION

1	Mosquito Spray / Preventive	SF	.18 cent
2	Bed Bugs / Preventive	SF	\$15.00per SF

SNAKE REMOVAL AND CONTROL

1	Snake Repellent Service	LN/FT	.25 cent per LN/FT
2	Snake Removal Service	EA	\$60 Dead only

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Request For Proposal #2024-022
Title: Pest Control Services

7. Evaluation Criteria

1.	Cost Proposal	Points Based	60 (60% of Total)
2.	Previous Experience in providing a superior level of service on like-sized public and/or private projects. Please answer the following: A. How many years has your organization been in business as a Contractor? B. How many years has your company been in business under its present business name? C. Describe your previous experience providing Pest Control Services to like-sized public agencies and/or private companies. D. Describe management personnel's experience with accounts of similar size and scope, company structure, and staff assigned to the resulting agreement. E. State any and all instances of being disqualified, removed, or otherwise prevented from completing the terms of any previous contracts	Points Based	15 (15% of Total)

	over the past five (5) years. Give names, street addresses, and phone numbers and explain the circumstances.		
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Request For Proposal #2024-022

Title: Pest Control Services

3.	Assessment of Work Quality, Performance and Working Relationships with Current and Recent Clients. A. List three (3) like-sized customers that you have provided ongoing pest control services to within the last three (3) years. Provide the following information for each contact: 1. Customer Name 2. Customer Contact Name 3. Phone Number 4. E-Mail Address 5. Number of years your firm has provided pest control services to Customer. 6. Names of facilities/locations where services have been provided.	Points Based	10 (10% of Total)
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4.	Qualifications of Staff to be assigned to provide Pest Control services at City Facilities. A. Attach an organizational chart for your company, or the local office that would service this contract. B. For the local office to serve this contract , list the following: 1. Total number of staff assigned to City of Edinburg 2. Names and qualification of key staff including years in the industry and with your company. C. Briefly describe you employee training program and requirements.	Points Based	5 (5% of Total)
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Request For Proposal #2024-022

Title: Pest Control Services

5.	Well organized communication systems and reporting capabilities (Up to 5 points) A. Describe the systems your company uses to communicate between supervisors, office staff and field staff. Also describe the systems you use to assign, track, and evaluate work performed by your employees. B. Describe your existing customer service program, how you would monitor customer satisfaction, how complaints will be resolved and your plan for quality control. C. Describe your communication plan to assure proper communication between your representative and the City's representative. D. Describe in detail your Safety Program.	Points Based	5 (5% of Total)
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6.	Local Edinburg Business 1. Local Edinburg Business and have done business with the City of Edinburg.	Points Based	5 <i>(5% of Total)</i>
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CITY OF EDINBURG - CITY COUNCIL

Meeting Date: November 19, 2024

AWARDING OF BIDS

Agenda Item No: 15.E.

Expenditure: Undercarriage Assembly and Track System of the 1050K
Dozer, Unit 1152

1. **Agenda Item:**

Consider Authorizing the Expenditure for the Replacement of the Undercarriage Assembly and Track System of the 1050K Dozer, Unit 1152, by Doggett Heavy Machinery of San Juan, Tx. in the Amount of \$54,142.14. [Ramiro L. Gomez, Director Solid Waste Management]

2. **Description:**

Staff is requesting authorization to proceed with the reconstruction of the Landfill's 1050K Dozer, Unit 1152, undercarriage assembly and track system by Doggett Heavy Machinery of San Juan, TX.

This equipment is used as a front-line piece of equipment to aid in the compaction, shaping and placement of waste, in working lifts in order to minimize voids as well as an all-weather, all-terrain waste handler. The undercarriage assembly is considered to be a high wear and high maintenance item that staff anticipates addressing yearly, depending on the usage.

This is a budgeted scheduled maintenance repair; once completed Doggett will issue equipment warranty covering this repair for three 3 years or 3600 hours; thus, extending the actual life use of this machine.

As our landfill continues to grow and we continue being a viable solution for disposal in the valley, the need to safe guard our operation is essential. Maintaining equipment of sufficient size and quantity will continue to be a part of that need and one which we will address as it becomes necessary.

Staff has verified that no monies are owed to the City by Doggett Heavy Machinery Services of San Juan, TX.

Funding for the repair of the 1050K Dozer undercarriage assembly and track system is available within the Fiscal Year 2024-2025 Solid Waste Management Operating Budget under Machines and Equipment.

If approved, projected repair completion is expected within 30 to 60 days of Purchase Order issuance.

3. **Staff's Recommendation:**

Approve Authorizing the Expenditure for the Replacement of the Undercarriage Assembly and Track System of the 1050K Dozer, Unit 1152, by Doggett Heavy Machinery of San Juan, Tx. in the Amount of \$54,142.14.

Reviewed by:

Ramiro Gomez, Director of Solid Waste Management

Prepared by:

Dalinda Cardenas,

Attachments:

- A. Quote - Doggett Heavy Machinery Services



Doggett Heavy Machinery Services
1-800-569-1626 • www.doggett.com

REMIT TO:
Doggett Heavy Machinery Services
10110 Daradele Ave
Baton Rouge, LA 70816
Phone: (225) 291-3750
Fax: (225) 238-1824

Beaumont, TX 77705 Houston, TX 77037 Bryan, TX 77806
(409) 842-1754 (713) 679-6700 (979) 778-4825
Corpus Christi, TX 78405 San Juan, TX 78589 Victoria, TX 77905
(361) 289-0727 (956) 787-0001 (361) 570-6666

SHIP TO:	IN STORE PICKUP	Branch 44 - SAN JUAN TX		
		Date 10/16/2024	Time 15:52:57 (O)	Page 1
		Account No. EDINB003	Phone No. 9563835661	Invoice No. 032435
INVOICE TO:	CITY OF EDINBURG LANDFILL PO BOX 1079 EDINBURG TX 78540	Ship Via		Purchase Order PENDING
		Sales Tax License No.		F.S.T. ID
				Salesperson 444
ESTIMATE EXPIRY DATE: 10/31/2024				
DESCRIPTION				

****Estimate is valid for 30 days from the date of the original estimate.****

Stock #: TN356764 1050K DOZER CAB STD 28 ES MS #: 1T01050KLKF356764
Make: JD Model: 1050K
Is to have the following work done by 11/22/2024 (Estimated)

UNDER CARRIAGE REPLACEMENT

ADDITIONAL DESCRIPTION:

CHAINS (PARTS NO CHARGE)
SPROCKETS
TOP ROLLERS
BOTTOM ROLLERS
IDLERS

Part#	Description	Qty	Price	Amount
01050048	BOLT	360	2.05	738.00
01050049	Track Nut	360	1.95	702.00
01070596	S/F Roller	8	675.00	5400.00
01070597	D/F Roller	8	754.19	6033.52
07052490	BOLT	64	2.95	188.80
01050160	WASHER	64	.72	46.08
05101060	1050 IDLER	2	3750.90	7501.80
10052400	SPROCKET NUT	58	1.52	88.16
AT417581	Sprocket Segmen	2	1313.36	2626.72
19M10437	Cap Screw	58	11.25	652.50
FRT1	INBOUND FRT	1	250.00	250.00
AT488305	Carrier Roller	4	1083.61	4334.44
L153099	Cap Screw	8	24.98	199.84
14M7277	NUT	8	2.92	23.36
24M7242	WASHER	16	2.37	37.92
01041155	950 24IN MUD PD	92	103.24	9498.08
05081055	TCR ASSEMBLY	2	985.46	1970.92

Received By _____

TERMS: Due and payable on receipt of invoice. All unpaid invoices greater than 30 days from the invoice date are subject to late fee and finance charge on the unpaid balance.
Buyer will pay all costs of collection of delinquent accounts including reasonable attorney fees



Doggett Heavy Machinery Services
1-800-569-1626 • www.doggett.com

REMIT TO:
Doggett Heavy Machinery Services
10110 Daradele Ave
Baton Rouge, LA 70816
Phone: (225) 291-3750
Fax: (225) 238-1824

Beaumont, TX 77705 (409) 842-1754
Houston, TX 77037 (713) 679-6700
Bryan, TX 77806 (979) 778-4825
Corpus Christi, TX 78405 (361) 289-0727
San Juan, TX 78589 (956) 787-0001
Victoria, TX 77905 (361) 570-6666

SHIP TO:	IN STORE PICKUP	Branch 44 - SAN JUAN TX		
		Date 10/16/2024	Time 15:52:57 (O)	Page 2
		Account No. EDINB003	Phone No. 9563835661	Invoice No. 032435
INVOICE TO:	CITY OF EDINBURG LANDFILL PO BOX 1079 EDINBURG TX 78540	Ship Via		Purchase Order PENDING
		Sales Tax License No.		F.S.T. ID
				Salesperson 444
ESTIMATE EXPIRY DATE: 10/31/2024				
DESCRIPTION				

MISCELLANEOUS CHARGES:	<u>Description</u>	<u>Price</u>	<u>Amount</u>
	ENVIRON. CHARGE	250.00	250.00
	SHOP SUPPLIES	600.00	600.00
		Parts:	40292.14
		Labor:	13000.00
		Miscellaneous:	850.00
		TOTAL:	54142.14

Authorization: _____

Received By _____

TERMS: Due and payable on receipt of invoice. All unpaid invoices greater than 30 days from the invoice date are subject to late fee and finance charge on the unpaid balance. Buyer will pay all costs of collection of delinquent accounts including reasonable attorney fees



CITY OF EDINBURG - CITY COUNCIL

Meeting Date: November 19, 2024

AWARDING OF BIDS

Agenda Item No: 15.F.

Expenditure: Repair of Commercial Unit 483

1. Agenda Item:

Consider Authorizing the Expenditure for the Repair of Commercial Unit 483, by Rush Truck Centers in Pharr, Texas, in the Amount of \$82,131.89. [Ramiro L. Gomez, Director Solid Waste Management]

2. Description:

Staff is requesting authorization to proceed with a dealer repair of Unit 483 which was damaged due to an accident involving the unit in June 2024. The repair is for body, paint, and mechanical parts and labor that includes the replacement of the unit's engine and compartments, among others. Rush Truck Center submitted their cost estimate to perform the work in the amount of \$82,131.89. This will be a dealer item repair and will include warranty on the work performed.

This unit is one of four commercial front load, front-line units that provide service to the City's commercial accounts. Currently, it's being substituted in the operational line by various other back up units that are not as reliable, and that due to their age and mileage, are more susceptible to breakdowns. The prompt repair of this unit will ensure services continue to be conducted in the safest, most efficient, and timely manner.

The City has received an initial settlement check from TML; final settlement will be contingent on Rush Truck Centers' final invoice.

If approved, the rebuild is estimated to be completed one-hundred and twenty (120) days from issuance of the purchase order.

Staff has verified that no monies are owed to the City by Rush Truck Centers.

3. Staff's Recommendation:

Approve Authorizing the Expenditure for the Repair of Commercial Unit 483, by Rush Truck Centers in Pharr, Texas, in the Amount of \$82,131.89.

Reviewed by:

Ramiro Gomez, Director of Solid Waste Management

Tomas Reyna, Assistant City Manager

Approved - 11/1/2024

Final Approval -
11/1/2024

Prepared by:

Dalinda Cardenas,
Administrative Specialist

Attachments:

A. Estimate - Rush Truck Center

Rush Truck Center - Pharr

4700 N. Cage Blvd.

Pharr, TX 78577



Phone: (956) 784-7931 Fax: (956) 783-0009

Email: coronadol@rushenterprises.com Tax ID: 74-2786264

Date: 8/8/2024
Reference #: 011760005945
Estimated By: Charles Miller
Name: City of Edinburg

Year: 2017
Make: Peterbilt
Model: 320
Unit #: 483

Address:
City/State/Zip: Edinburg, TX 78539
Phone: 956-383-5661
Cell Phone: - -
Purchase Order:
Customer Number: 104941
Claim Contact:
Contact Title:
Contact Phone: x
Contact Email:

VIN: 3BPZLJ0X1JF179623
Style: Medium Duty Truck
Plate/State: -
WMI: FIN:
Odometer:
Color:
Date Of Loss:
Authorized By:
Claim Number:
RO:

Operation	Description	Part #	Type	Labor	Paint	-----Parts-----	Misc
----- Front Bumper, Type 1 -----							
1	Replace	Front Bumper, Paint to Match	New	1.50	2.00	1 @ \$1,530.00	\$1,530.00
2	Replace	Extension Bumper (Left)	New	0.10		1 @ \$121.32	\$121.32
3	Replace	Extension Bumper (Right)	New	0.10		1 @ \$103.32	\$103.32
----- Grille, Type 1 -----							
4 *	Replace	Grille	New	1.00		1 @ \$1,070.00	\$1,070.00
5	Replace	Nameplate	New	0.10		1 @ \$260.00	\$260.00
----- Front Lamps -----							
6 *	Replace	Headlamp Assy (Left)	New Incl			1 @ \$220.00	\$220.00
7	Replace	Bezel, Headlamp (Left)	New Incl			1 @ \$63.90	\$63.90
8	Replace	Bezel, Headlamp (Right)	New Incl			1 @ \$73.90	\$73.90
9	Replace	Lamp Assy Turn Signal (Left)	New Incl			1 @ \$94.50	\$94.50
10	Replace	Lamp Assy Turn Signal (Right)	New Incl			1 @ \$84.50	\$84.50
----- Front Quarter Fender, Left -----							
11 *	Replace	Extension, Rubber Quarter Fender, Left	New	0.50		1 @ \$425.00	\$425.00
12 *	Replace	Bracket, Front Quarter Fender, Left	New	0.30		1 @ \$61.90	\$61.90
----- Front Steering Column, Steering Gear, & Linka							
13 *	Replace	O/H Steering Column (Per Side)	New	M 4.00		1 @ \$4,720.00	\$4,720.00
14 *	Replace	Gear, Steering	New	M 4.50		1 @ \$779.75	\$779.75
15		Steering Angle Sensor Calibration		AddLbr 1.20			
16	Replace	Dual Steering, Driveshaft, Steering	New Incl	M		1 @ \$21.90	\$21.90
17 *	Replace	Dual Steering, Boot, Steering	New Incl	M		1 @ \$130.00	\$130.00
----- Front Axle & Suspension -----							
18 *	Replace	Spindle, Left	New	M 5.00		1 @ \$2,040.00	\$2,040.00
19	Replace	Pin Kit, King, Left	New Incl	M		2 @ \$440.00	\$880.00
20	Replace	Spring, Leaf, Left	New	M 1.00		1 @ \$2,490.00	\$2,490.00
21 *	Replace	Pin, Spring (3/Side), Left	New Incl	M		1 @ \$260.00	\$260.00
22 *	Replace	Hanger, Rear Spring, Both Sides	New	M 1.00		2 @ \$92.90	\$185.80

Rush Truck Center - Pharr

4700 N. Cage Blvd.

Pharr, TX 78577



Phone: (956) 784-7931 Fax: (956) 783-0009

Email: coronadol@rushenterprises.com Tax ID: 74-2786264

Date:	8/8/2024	Year:	2017
Reference #:	011760005945	Make:	Peterbilt
Estimated By:	Charles Miller	Model:	320
Name:	City of Edinburg	Unit #:	483

Operation	Description	Part #	Type	Labor	Paint	-----Parts-----	Misc
----- Windshield & Wiper System -----							
23	Replace	Glass, Windshield, Right	New	1.50		1 @ \$210.00	\$210.00
24 *	Replace	Glass, Windshield, Left	New Incl			1 @ \$210.00	\$210.00
25	Replace	Windshield Urethane Tube	Mtrls AddPrt			1 @ \$25.00	\$25.00
----- Cab, Exterior -----							
26 *	Replace	Shell, Cab, Left Hand Steer	New	75.00	25.00	1 @ \$23,809.69	\$23,809.69
27		Non-Adjacent Overlap			Adj -0.20		
28		Add for Inside - Shell, Cab, Left Hand Steer			AddPnt 6.80		
29		Charge A/C			AddLbr M 1.40		
30	Replace	Bracket, Pivot, Left	New Incl			1 @ \$282.50	\$282.50
31	Replace	Bracket, Pivot, Right	New Incl			1 @ \$282.50	\$282.50
32 *	Replace	Support, Fender Skirt, Left	New Incl			1 @ \$605.00	\$605.00
----- Cab Mounts -----							
33 *	Replace	Retainer, Rear Cab Support, Left	New M	4.00		1 @ \$720.00	\$720.00
----- Instrument Panel, Dual Steer -----							
34 *	R&I	Panel, Passenger Side Dash		2.00			
35 *	R&I	Panel, Driver Side Dash		2.00			
36 *	R&I	Panel, Center Dash		2.50			
----- Cab Interior & Seat Belts -----							
37	R&I	Buckle, Seat Belt, Left		0.30			
----- Cab Interior, Front Seat, Dual Steer -----							
38 *	R&I	R&I Seat Assy, Passenger Seat		1.00			
----- Cab Interior, Front Seat, Left Hand Steer -----							
39 *	R&I	Seat Assy, Driver Seat		1.00			
----- Front Door, Left -----							
40 *	Replace	Inner Door Panel	New	6.00		1 @ \$705.00	\$705.00
41	Replace	Hucks & Collars (Painted)	Mtrls AddPrt			2 @ \$2.25	\$4.50
----- Mirror, Left -----							
42 *	Replace	Mirror Assy	New	1.00		1 @ \$1,890.00	\$1,890.00
43		Add to Drill & Install Zerts 0.1/ea		AddLbr 0.10			
44 *	Replace	Bracket, Mirror	New Incl			1 @ \$265.00	\$265.00
----- Steps, Frame Mounted -----							
45 *	Replace	Step, Lower, Left	New	0.30		1 @ \$195.00	\$195.00
46 *	Replace	Step, Lower, Right	New	0.30		1 @ \$270.00	\$270.00
47	Replace	Bracket, Step Mounting, Front, Left	New	0.30		1 @ \$220.00	\$220.00
48	Replace	Bracket, Step Mounting, Rear, Left	New	0.30		1 @ \$225.00	\$225.00
----- Steps, Type 1 -----							
49 *	Replace	Fuel Tank Mounted, Step Assy, Left	New	1.00		1 @ \$195.00	\$195.00
----- DEF Tank -----							
50 *	Replace	DEF Tank Assembly	New M	4.50		1 @ \$11,062.51	\$11,062.51

Rush Truck Center - Pharr

4700 N. Cage Blvd.

Pharr, TX 78577



Phone: (956) 784-7931 Fax: (956) 783-0009

Email: coronadol@rushenterprises.com Tax ID: 74-2786264

Date:	8/8/2024	Year:	2017
Reference #:	011760005945	Make:	Peterbilt
Estimated By:	Charles Miller	Model:	320
Name:	City of Edinburg	Unit #:	483

Operation	Description	Part #	Type	Labor	Paint	-----Parts-----	Misc
51	Replace Tank Cover		New Incl M			1 @ \$86.90	\$86.90
----- Calculated Values -----							
52	^ Blend Time				0.50		
53	^ Shop Supplies		Mtrl				\$400.00
54	^ Hazardous Waste						\$15.00
55	^ Two stage paint.				10.40		
56	^ Paint Materials		Mtrl				\$3,294.00

An '*' indicates user change of database part and '^' indicates manually entered or custom database rows.

Estimate Notes:

Summary	Amount	Rate	Disc	Total
Body Labor	99.4	\$125.00	0.00%	\$12,425.00
Paint Labor	44.5	\$125.00	0.00%	\$5,562.50
Mechanical	25.4	\$140.00	0.00%	\$3,556.00
Frame	0.0	\$135.00	0.00%	\$0.00
Misc. Labor	0.0	\$95.00	0.00%	\$0.00
Parts	\$56,879.39		0.00%	\$56,879.39
Misc.				\$3,709.00
Sub-total				\$82,131.89
Sales Tax	City (Parts, Materials) County (Parts, Materials) State (Parts, Materials)			0.00

Total	\$82,131.89
Betterment	\$0.00
Deductible	\$0.00
Grand Total	\$82,131.89

Rush Truck Center - Pharr

4700 N. Cage Blvd.

Pharr, TX 78577



Phone: (956) 784-7931 Fax: (956) 783-0009

Email: coronadol@rushenterprises.com Tax ID: 74-2786264

Date:	8/8/2024	Year:	2017
Reference #:	011760005945	Make:	Peterbilt
Estimated By:	Charles Miller	Model:	320
Name:	City of Edinburg	Unit #:	483

TERMS & CONDITIONS

The above is an estimate based on our inspections and does not cover any additional parts or labor which may be required after the work has started. Occasionally worn and damaged parts are discovered which may not be evident on the first inspection. Because of this the above prices are not guaranteed. Quotations and labor are current and subject to change. This is a preliminary estimate. Additional changes to the estimate may be required for the actual repair.

Signed _____ Date _____



CITY OF EDINBURG - CITY COUNCIL

Meeting Date: November 19, 2024

AWARDING OF BIDS

Agenda Item No: 15.G.

Purchase: Two Traffic Message Boards

1. Agenda Item:

Consider Authorizing the Purchase of Two Traffic Message Boards from Triple-S Steel Supply, LLC dba Alamo Iron Works Through the Local Government Purchasing Cooperative (BuyBoard) in the Amount Not to Exceed \$39,038.24. [Ramiro L. Gomez, Director of Solid Waste Management]

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 Statutes while identifying vendors of commodities, goods and services at extremely competitive bid prices.

Currently, the Department of Solid Waste Management utilizes two traffic message boards to relay information to City residents of their upcoming Bulk/Brush Item Collection within their service area. The purchase of two additional traffic message board will help expand our current information area for our residents.

If approved, these items are expected to be delivered within three to five weeks upon issuance of purchase order.

Staff has verified that no monies are owed to the City by Triple-S Steel Supply, LLC dba Alamo Iron Works. Funding is available through the FY 2024-2025 Solid Waste Management Fund Budget, Capital Lease.

3. Staff's Recommendation:

Approve Authorizing the Purchase of Two Traffic Message Boards from Triple-S Steel Supply, LLC dba Alamo Iron Works Through the Local Government Purchasing Cooperative (BuyBoard) in the Amount not to Exceed \$39,038.24.

Reviewed by:

Ramiro Gomez, Director of Solid Waste Management

Tomas Reyna, Assistant City Manager

Approved - 11/1/2024

Final Approval -
11/1/2024

Prepared by:

Dalinda Cardenas,
Administrative Specialist

Attachments:

A. Triple S Steel Supply, LLC - Quote

Quote

Sales Rep: Raymon Nahuat
rnahuat@aiwnet.com



Entered Date	Taken By	Customer #	Order #
9/23/24	jrn1	103637	51048326-00
PO #	Requested Ship Date		Page #
QUOTE	9/23/24		1 of 1

Bill To	Ship To	Correspondence To
CITY OF EDINBURG 415 W UNIVERSITY DR EDINBURG, TX 78539	EDINBURG WASTE MGMT/LANDFILL 8601 N. JASMAN ROAD BUY BOARD CONTRACT #657-21 EDINBURG, TX 78540	Triple-S Steel Supply, LLC dba Alamo Iron Works 6000 Jensen Drive Houston, TX 77026

Instructions			
Ship Point	Via	Shipped	Terms
AIW - Pharr TX			Net 30, Cust

Notes
***** Restocking Fee's Apply on All Returns up to 25% ***** ***** Buyboard Vendor ID #484 Buyboard Contract #657-21 EXPIRES 11/30/25 *****

Line	Product and Description	UPC Item	Order Quantity	Shipped Quantity	Qty UM	Unit Price	Price UM	Amount(Net)	
1	502879-WTLMBA 3 LINE MESSAGE BOARD W TRAILER	00000	2.00	2.00	each	18,694.12	each	37,388.24	
1	Lines Total	Total Order Quantity		2.00				Subtotal	37,388.24
								Freight In	1,650.00
								Taxes	0.00
								Total	39,038.24



CITY OF EDINBURG - CITY COUNCIL

Meeting Date: November 19, 2024

AWARDING OF BIDS

Agenda Item No: 15.H.

Purchase: Four (4) Half-Ton Truck(s)

1. Agenda Item:

Consider Awarding Bid No. 2025-2, Purchase of Four (4) Half-Ton Truck(s) to Sames McAllen Ford of McAllen, Texas in the Amount of \$219,984. [Ramiro L. Gomez, Director of Solid Waste Management]

2. Description:

On Tuesday, October 29, 2024, bids were opened for Bid No. 2025-2, Purchase of Four (4) Half-Ton Truck(s). A total of five (5) bids were received and opened. After review and tabulation, it was revealed that three out of the five bids met the specifications. Sames McAllen Ford of McAllen, Texas was the lowest bidder meeting specifications.

This request is in keeping with our current Equipment/ Vehicle Depreciation/ Replacement Program which allows for the full replacement of Equipment/Vehicles that are aged, high maintenance units and/or have been fully depreciated, surpassing their useful life. Current service expectancy for Vehicles is 7/10 years; other criteria utilized to warrant the need for replacement other than age/maintenance is where a unit, irrespective of age/mileage, is beyond economic repair over 80% of the DV.

If approved, projected delivery is expected within 120 days of Purchase Order issuance.

Staff has verified that no monies are owed to the City by Sames McAllen Ford of McAllen, Texas. Funding is available through the FY 2024-2025 Budget under Solid Waste Management Fund, Capital Lease.

3. Staff's Recommendation:

Approve Awarding Bid No. 2025-2, Purchase of Four (4) Half-Ton Truck(s) to Sames McAllen Ford of McAllen, Texas in the Amount of \$219,984.

Reviewed by:

Ramiro Gomez, Director of Solid Waste Management

Tomas Reyna, Assistant City Manager

Approved - 11/15/2024

Final Approval -
11/15/2024

Prepared by:

Dalinda Cardenas,
Administrative Specialist

Attachments:

- A. Bid Recommendation
- B. Notice to Bidders
- C. Sames McAllen Ford
- D. Triple Crown Ford Lincoln LLC
- E. PFVT Motors, LLC dba Peoria Ford
- F. Bidders List



Bid 2025-2 - Purchase of Four (4) Half-Ton Truck (s)
Opening Date: Tuesday, October 29, 2024 at 3:00 p.m.

Half-Ton Truck (s)			Payne Auto Group	PFVT Motors, LLC dba Peoria Ford	Sames McAllen Ford	Southwest CDJR LLC	Triple Crown Ford Lincoln LLC
Line Item	Description	Quantity	Unit Cost	Unit Cost	Unit Cost	Unit Cost	Unit Cost
1	4X4 Half-ton Pick Ups, Super Crew Style	4	*	\$49,940.00	\$46,271.00	*	\$48,152.75
Available Extended Warranty(s)			Payne Auto Group	PFVT Motors, LLC dba Peoria Ford	Sames McAllen Ford	Southwest CDJR LLC	Triple Crown Ford Lincoln LLC
Line Item	Year	Type	Unit Cost	Unit Cost	Unit Cost	Unit Cost	Unit Cost
1	Year	Type	*	\$2,750.00	No Bid	*	\$5,250.00
2	Year	Type	*	\$3,250.00	No Bid	*	\$5,650.00
3	Year	Type	*	\$3,750.00	No Bid	*	\$4,950.00
Delivery Time			Payne Auto Group	PFVT Motors, LLC dba Peoria Ford	Sames McAllen Ford	Southwest CDJR LLC	Triple Crown Ford Lincoln LLC
Line Item	Description	Unit of Measure	DELIVERY TIME	DELIVERY TIME	DELIVERY TIME	DELIVERY TIME	DELIVERY TIME
1	DELIVERY TIME AFTER AWARD IN DAYS	EACH	*	160	120	*	110
Additional Equipment			Payne Auto Group	PFVT Motors, LLC dba Peoria Ford	Sames McAllen Ford	Southwest CDJR LLC	Triple Crown Ford Lincoln LLC
Line Item	Description	Unit of Measure	Unit Cost	Unit Cost	Unit Cost	Unit Cost	Unit Cost
THE SUCCESSFUL BIDDER SHALL PROVIDE PRICING FOR THE FOLLOWING ITEMS, THE CITY WILL DECIDE ON THE ITEMS TO BE INCLUDED ON THE UNIT:							
1	ONE (1) RANCH HAND STEEL FRONT GRILLE DESIGNED FOR THE SPECIFIC YEAR, MAKE AND MODEL OF THE TRUCK	EACH	*	\$1,213.00	\$1,190.00	*	\$1,599.00
2	ONE (1) RANCH HAND STEEL HEAD RACK WITH HEAVY DUTY TUBULAR RAILS, CUT OUT FOR CENTER WINDOW AND DESIGNED CUT OUT FOR TOOL BOX	EACH	*	\$1,202.00	\$1,223.00	*	\$975.00
3	ONE (1) WEATHERGUARD LOW PROFILE TOOL BOX	EACH	*	\$1,310.00	\$1,582.00	*	\$699.00
4	ONE (1) HEAD RACK MOUNTED WHELEN LIBERTY LIGHT BAR EQUIPPED WITH BLUE ON THE RIGHT SIDE OF THE BAR AND AMBER ON THE LEFT SIDE OF THE BAR; ALSO, LIGHT BAR MUST BE EQUIPPED WITH FRONT, REAR AND SIDE WORKING LIGHTS; MUST BE EQUIPPED WITH INSIDE CAB CONTROL MODULE (LABELED)	EACH	*	\$3,471.00	\$3,205.00	*	\$1,699.00
5	INCLUDE WHELEN AMBER/BLUE SPLIT ION LED LIGHthead STROBE LIGHTS MOUNTED ON THE FRONT OUTSIDE OF THE RANCH HAND BRUSH GRILLE AND ON THE REAR FACTORY INSTALLED BUMPER; CONNECTED TO THE LIGHT CONTROL MODULE (LABELED)	EACH	*	\$1,312.00	\$630.00	*	\$799.00
6	INCLUDE WHELEN HIGH INTENSITY WHITE STROBE LIGHTS MOUNTED IN FRONT HEADLIGHTS AND IN REAR TAIL LIGHTS; CONNECTED TO THE LIGHT CONTROL MODULE (LABELED)	EACH	*	\$1,764.00	\$895.00	*	\$699.00

* YELLOW "DID NOT MEET SPECS"

REQUEST FOR BIDS
2025-2
PURCHASE OF FOUR (4) HALF-TON TRUCK(S)

City of Edinburg
415 W. University Drive
Edinburg, TX 78541



RELEASE DATE: October 9, 2024

DEADLINE FOR QUESTIONS: October 21, 2024

RESPONSE DEADLINE: October 29, 2024, 3:00 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

<https://secure.procurenw.com/portal/cityofedinburg>

City of Edinburg
REQUEST FOR BIDS
Purchase of Four (4) Half-Ton Truck(s)

I.	Introduction.....
II.	Legal Notice
III.	Instructions, Terms and Conditions
IV.	Specifications
V.	Vendor Questionnaire.....
VI.	Pricing Proposal

Attachments:

A - Rules for Electronic Bidding

1. Introduction

1.1. Summary

You are invited to submit a sealed bid for the Purchase of Four (4) Half-Ton Truck(s) as requested by the City of Edinburg Solid Waste Management Department. The specifications listed are minimum requirements and are intended to govern, in general, the size and material desired. The City of Edinburg reserves the right to evaluate variations from these specifications.

1.2. Contact Information

Dalinda Cardenas

Administrative Specialist

PO Box 1079

8601 N. Jasman Rd

Edinburg, TX 78540

Email: dcardenas@cityofedinburg.com

Phone: [\(956\) 381-5635](tel:(956)381-5635)

Department:

Solid Waste

Department Head:

Ramiro Gomez

Solid Waste Director

1.3. Timeline

Release Project Date	October 9, 2024
Question Submission Deadline	October 21, 2024, 3:00pm
Proposal Submission Deadline	October 29, 2024, 3:00pm

2. Legal Notice

2.1. Notice to Respondents

The City of Edinburg is soliciting competitive sealed bids from qualified vendors for Purchase of Four (4) Half-Ton Truck(s)

Sealed Bids should be submitted electronically or received by the City Secretary's Office no later than:
3:00 pm, Tuesday, October 29, 2024.

All sealed bids should be received either electronically or at the designated location or by the deadline shown above/ Bids received after the deadline will not be considered for the award of the contract and shall be considered void and unacceptable.

All bids will be opened and bidder's names publicly read aloud promptly in the City Hall Community Room, 1st Floor, at 415 W. University Dr. Edinburg, TX 78539 at 3:00 pm, Tuesday, October 29, 2024.

To obtain a copy of the Invitation to Bid or submit an electronic proposal please visit:

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

If a Bidder chooses to submit a Hard Copy Bid, it must be delivered in a sealed envelope, with a return address and clearly marked "City of Edinburg Bid. 2025-2" to the City Secretary's Office prior to the bid opening date and time. The receiving time in the City Secretary's Office will be the governing time for acceptability of the bids. The Bidder's firm name shall appear on the outside of the envelope.

Submit Bids To:

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

If Hand-Delivering Bids: 415 W. University Drive

c/o City Secretary Department (1st Floor)

Bids will not be accepted by telephone or facsimile machine. All bids must bear original signatures and figures.

If you have any questions or require additional information regarding this bid, you may contact Veronica Gutierrez, Purchasing Specialist II, please submit your questions via OpenGov at the website listed above no later than 3:00 pm, Monday, October 21, 2024

The City of Edinburg reserves the right to refuse and reject any or all Bids and to waive any or all formalities or technicalities and to accept the Bid deemed most advantageous to the City, and hold the Bids for a period of **60** days without taking action.

3. Instructions, Terms and Conditions

3.1. Instructions to Bidders

PURPOSE

The purpose of these solicitation documents is to provide a Bids for: Purchase of Four (4) Half-Ton Truck(s)

The ITEMS to be furnished under this bid shall be as specified in these bid documents. All specifications/requirements shown are minimum. There is no intention to disqualify any bidder who can meet these specifications/requirements.

SUBMITTAL OF "HARD COPY" BID

If submitting a Hard Copy Bid, it must be submitted in a sealed envelope by the vendor. **Submit two (2) complete sets of the bid, one (1) original marked "ORIGINAL" and one (1) digital copy in a flash drive.** Each bid must be completely filled out and SUBMITTED IN ORIGINAL FORM complete with all the supporting documentation

If Hand-Delivering Bids: 415 W. University Drive

c/o City Secretary Department (1st Floor)

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

PREPARATION OF BID

Bids MUST give full firm name and address of bidder, and be manually signed. Failure to do so will disqualify your bid. Person signing bid must show title or AUTHORITY TO BIND HIS/HER FIRM IN A CONTRACT. Firm name and authorized signature must appear on each page that calls for this information. The legal status of the Respondent/Bidder whether corporation, partnership, or individual, shall also be stated in the bid. A corporation shall execute the bid by its duly authorized officers in accordance with its corporate by-laws and shall also list the state in which it is incorporated. A partnership Respondent/Bidder shall give full names and addresses of all partners. All partners shall execute the bid. Partnership and Individual Respondent/Bidder shall state in the bid the names and addresses of all persons with a vested interest therein. The place of residence of each Respondent/Bidder, or the office address in the case of a firm or company, with county and state and telephone number, shall be given after the signature.

DEVIATION FROM SPECIFICATION

Please read your specifications/requirements thoroughly and be sure that the ITEMS offered comply with all specifications/requirements. Any variation from the specifications/requirements must be clearly indicated by letter attached to your bid referencing variations on a point-by-point basis. If no exceptions are noted, and you are the successful bidder, it will be required that the ITEMS be provided as specified.

ALTERATIONS/AMENDMENTS TO BID

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

SALES TAX

State sales tax must not be included in the bid.

SUBSTITUTIONS

No substitutions or cancellations will be permitted without written approval of City of Edinburg.

NO BID RESPONSE

If unable to submit a bid, bidder should return inquiry giving reasons.

EXCEPTIONS

Any additions, deletions, or variations from the following specifications/requirements must be noted. The bidder shall attach to his/her bid sheet a list of any exceptions to the specifications/requirements if unable to do so, on specification sheet.

BRAND OR MANUFACTURER REFERENCE

Unless otherwise specified, any catalog or manufacturer's reference or brand name used in describing an item is merely descriptive, and not restrictive, and is used only to indicate type and style of product desired. Bids on alternate brands will be considered if they meet specification requirements. If a bidder quotes on equipment other than the one(s) specified in the bid, sufficient specifications and descriptive (pictured literature) data must accompany same to permit thorough evaluation. In the absence of these qualifications, he/she will be expected to furnish the product called for.

DELIVERY

Number of days required to deliver ITEMS after receiving order must be stated in the bid. Failure to so state will obligate bidder to complete service delivery within ONE day.

DELAY IN SERVICE DELIVERY

When delay can be foreseen, Bidder shall give prior notice to City of Edinburg. Bidder must keep City of Edinburg advised at all times of status of order. Default in promised service delivery (without acceptable reasons) or failure to meet specifications/requirements, authorizes the City of Edinburg to purchase such ITEMS elsewhere and charge increase in cost to defaulting vendor. Acceptable reasons for delayed delivery are as follows: Acts of God (floods, tornadoes, hurricanes, etc.), acts of government, fire, strikes, war; Actions beyond the control of the successful bidder.

SERVICE DELIVERED PRICING

Bids in units of quantity specified - extend and show total. In the event of discrepancies in extension, unit prices will govern. Bids subject to unlimited price increase will not be considered.

RIGHT TO REJECT/AWARD

The City of Edinburg reserves the right to refuse and reject any or all Bids, and to waive any or all formalities or technicalities, and to make such awards of contract as may be deemed to be the best and most advantageous to the City of Edinburg.

MULTIPLE VENDOR CONTRACTS

Bidders are advised that the City of Edinburg may award Service Contracts to multiple vendors based on low bid per item basis. All items specified on the "Bid Form" must reflect the individual unit prices. The City of Edinburg reserves the right to award all items individually or in any combination thereof.

INDEMNIFICATION CLAUSE

The Bidder agrees to indemnify and save harmless the City, from all suits and actions of every nature and description brought against them or any of them, for or on account of the use of patented appliances, products or processes, and he shall pay all royalties and charges which are legal and equitable. Evidence of such payment or satisfaction shall be submitted upon request of the Purchasing Agent, as a necessary requirement in connection with the final estimate for payment in which such patented appliance, products or processes are used.

ADDENDA

Bidder shall carefully examine the bid forms, specifications/requirements, and instructions to Bidders. Should the bidder find discrepancies in, or omissions from bid forms, specifications/requirements, or other documents, or should he/she be in doubt as to their meaning, he/she should request an interpretation via the OpenGov portal: <https://procurement.opengov.com/portal/cityofedinburg> and obtain clarification by addendum prior to submitting any bid. Explanations, interpretations, and supplemental instructions shall be in the form of written Addenda which shall become a part of the Contract documents. Said Addenda shall be available through the e-procurement portal and e-mailed to all prospective Bidders. All Addenda issued in respect to this project shall be considered official changes to the original bid documents. Verbal statements in response to inquiries and/or requests for explanations shall not be authoritative nor binding. It shall be the Bidder(s) responsibility to ensure that they have received all Addenda in respect to this project. **Furthermore, Bidders are advised that they must recognize, comply with, and attach a signed copy of each Addendum which shall be made part of their Bid Submittal if submitting a Hard Copy Solicitation. Electronic submittals should be acknowledged through OpenGov.** Bidder(s) signature on Addenda shall be interpreted as the bidder's "recognition and compliance to" official changes as outlined by the City of Edinburg and as such are made part of the original solicitation documents. Failure of any bidder to receive any such addendum or interpretation shall not relieve such Bidder from its terms and requirements. The City may issue a written addendum no later than five calendar days prior to the date bids must be received. Addendums are available online at <https://procurement.opengov.com/portal/cityofedinburg>

PAYMENT

The City of Edinburg will execute payment by mail in accordance with the State of Texas Pay Law after ITEMS have been provided and invoiced. No other method of payment will be considered.

SYNONYM

Where in this bid package ITEMS is used, its meaning shall refer to the Purchase of Four (4) Half-Ton Truck(s) as specified.

ASSIGNMENT

Neither the Bidder's contract nor payment due to an awarded vendor may be assigned to a third party without the written approval of the Purchasing Department for the City of Edinburg.

BIDDER'S EMPLOYEES

Neither the Bidder nor his/her employees engaged in fulfilling the terms and conditions of this Purchase Contract shall be considered employees of the City. The method and manner of performance of such undertakings shall be under the exclusive control of the vendor on contract. The City shall have the right of inspection of said undertakings at any time.

INTERPRETATIONS

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

STATUTORY REQUIREMENTS

It shall be the responsibility of the successful Bidder to comply with all applicable State & Federal laws, Executive Orders and Municipal Ordinances, and the Rules and Regulations of all authorities having jurisdiction over the work to be performed hereunder and such shall apply to the contract throughout, and that they will be deemed to be included in the contract as though written out in full in the contract documents. (To include issues related to health, environmental, and safety to name a few.)

RIGHT TO WAIVE

City of Edinburg reserves the right to waive or take exception to any part of these specifications/requirements when in the best interest of the City of Edinburg.

COOPERATIVE PRICING

Bidders are advised that in addition to responding to our "local" solicitation for bids/Bids with Dealer pricing, vendors/contractors are encouraged to provide pricing on the below referenced items/products/services based on BuyBoard, TX-MAS, H-GAC and/or any other State of Texas recognized and approved cooperative which has complied with the bidding requirements for the State of Texas. If bidding other than or in addition to "dealer" pricing, kindly duplicate the bid forms for each bid being provided from a cooperative contract. Any and all applicable fees must be included. All cooperative pricing must be submitted on or before bid opening date and hour.

VALID BID TIME FRAME

The City of Edinburg may hold bids 60 days after the opening of Bids without taking action. Bidders are required to hold their Bids firm for same period of time.

PREPARATION OF BID

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

CONFIDENTIAL INFORMATION

Any information deemed to be confidential by the bidder should be clearly noted on the pages where confidential information is contained; however, the City cannot guarantee that it will not be compelled to disclose all or part of any public record under Texas Public Information Act, since information deemed to be confidential by the bidder may not be considered confidential under Texas Law, or pursuant to a Court order.

VERBAL THREATS

Any threats made to any employee of the City, be it verbal or written, to discontinue the providing of item/material/services for whatever reason and/or reasons shall be considered a breach of contract and the City will immediately sever the contract with the Vendor on contract.

MATHEMATICAL ERRORS

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

AUDIT

The City of Edinburg reserves the right to audit the vendor's books and records relating to the performance of this contract. The City of Edinburg, at its own expense, shall have the right at all reasonable times during normal business hours and upon at least twenty-four (24) hours' advance notice, to audit, to examine, and to make copies of or extracts from the books of account and records maintained by the vendor(s) with respect to the Supply/Service and/or Purchase Contract. If such audit shall disclose overpayment by City to vendor, written notice of such overpayment shall be provided to the vendor and the amount of overpayment shall be promptly reimbursed by vendor to the City. In the event any such overpayment is not paid within ten (10) business days after receipt of such notice, the unpaid amount of such overpayment shall bear interest at the rate of one percent (1%) per month from the date of such notice until paid.

PAST PERFORMANCE

Vendor's past performance shall be taken into consideration in the evaluation and award of Service Contract for the Purchase of ITEMS.

JURISDICTION

Contract(s) executed as part of this solicitation shall be subject to and governed under the laws of the State of Texas. Any and all obligations and payments are due and performable and payable in Hidalgo County, Texas.

VENUE

The parties agree that venue for purposes of any and all lawsuits, cause of action, arbitration, and/or any other dispute(s) shall be in Hidalgo County, Texas.

CONSIDERATION OF LOCATION OF BIDDER'S PRINCIPAL PLACE OF BUSINESS

The City may give local vendors, whose principal place of business is located within the City of Edinburg, and whose bid is within five percent (5%) of the lowest bid price preference as allowed by Section 271.9051 of the Local Government Code.

AWARD

For purposes of this project, award will be contingent on approval of budget.

CONSIDERATION OF LOCATION OF BIDDER'S PRINCIPAL PLACE OF BUSINESS

The City may give local vendors, whose principal place of business is located within the City of Edinburg, and whose bid is within five percent (5%) of the lowest bid price preference as allowed by Section 271.9051 of the Local Government Code.

SPECIAL CIRCUMSTANCES

In the event that the City of Edinburg has an immediate need for a particular service(s) that is/are on contract and the successful vendor on contract is not able to meet the special service delivery needs of the City of Edinburg, the City of Edinburg reserves the right to purchase such services elsewhere to fulfill its' immediate need.

TERMINATION OF CONTRACT

The City of Edinburg reserves the right to terminate the contract if, in the opinion of the City of Edinburg, the successful vendor's performance is not acceptable, if the City is being repeatedly over charged, improperly charged, no funds are available, or if the City wishes, without cause, to discontinue this contract. Termination will be in written form allowing a 30-day notice. The bidder shall be afforded the same right to terminate this contract in the same manner.

ETHICAL STANDARD

No City official or employee shall have interest in any contract resulting from this bid.

IF YOU HAVE ANY QUESTIONS ABOUT COMPLIANCE, PLEASE CONSULT YOUR OWN LEGAL COUNSEL. COMPLIANCE IS THE INDIVIDUAL RESPONSIBILITY OF EACH PERSON OR AGENT OF A PERSON WHO IS SUBJECT TO THE FILING REQUIREMENT. AN OFFENSE UNDER CHAPTER 176 IS A CLASS "C" MISDEMEANOR.

3.2. INSURANCE REQUIREMENTS

Staff may waive insurance requirements for contracts \$0 - \$4,999.99, including but not limited to contracts for food, materials, supplies, and construction. Workers' Compensation in amounts which satisfy statutory coverage shall be required for construction projects.

The following insurance requirements will be included in all City contracts of \$5,000 - \$14,999.99. In contracts not involving building and construction projects, as that activity is defined in TEX. LABOR CODE §406.096, contractors may obtain alternative form of worker accident insurance with minimum limits of liability of \$100,000 per claim.

Minimum Insurance Requirements

Type of Coverage Limits of Liability

Worker's Compensation Statutory Coverage

Comprehensive General Liability

(City named as additional insured)

Bodily Injury \$250,000 each person/\$500,000 each occurrence

Property Damage \$100,000 each occurrence/\$100,000 aggregate

or \$500,000 combined single limits

The following insurance requirements will be included in all City contracts of \$15,000 or more.

(1) The successful bidder will be required to carry the following insurance coverage and limits of coverage, as well as list the City as an additional insured to liability coverage as requested by the City. In addition, the successful bidder shall provide the City with evidence of coverage and furnish acceptable proof of payment of insurance premiums.

(2) The successful bidder will be required to secure and/or have insurance coverage in force with an admitted property and casualty insurance company licensed by the State of Texas to conduct business in the State of Texas.

(3) In contracts not involving building and construction projects, as that activity is defined in TEX. LABOR CODE §406.096, contractors may obtain alternative form of worker accident insurance with minimum limits of liability of \$100,000 per claim

Minimum Insurance Requirements

Type of Coverage Limits of Liability

Worker's Compensation Statutory Coverage

Employer's Liability Bodily Injury by Accident:

\$100,000 each accident

Bodily Injury by Disease:

\$100,000 each employee/\$500,000 policy limit

Comprehensive General Liability

Bodily Injury \$250,000 each person/\$500,000 each occurrence

Property Damage \$100,000 each occurrence/\$100,000 aggregate

or \$500,000 combined single limits

Comprehensive Auto Liability

Bodily Injury \$100,000 each person/\$500,000 each occurrence

Property Damage \$100,000 each occurrence/\$100,000 aggregate

or \$500,000 combined single limits

City's Protective Liability

Bodily Injury \$250,000 each person/\$500,000 each occurrence

Property Damage \$100,000 each occurrence/\$100,000 aggregate

or \$500,000 combined single limits

Policies must name the City of Edinburg as an Additional Insured.

Certificates of insurance naming the CITY as an additional insured shall be submitted to the CITY for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the CITY prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence that adequate replacement coverage is provided to the CITY. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, the Contract shall automatically terminate.

4. Specifications

4.1. INSTRUCTIONS

The specifications herein describe the minimum acceptable features, colors and performance requirements for Four (4) Half-Ton Pickup Trucks the City of Edinburg will purchase for its citizens. Bidders are to have thoroughly read and understood these specifications prior to bid submission.

All bids must be submitted on the city's form provided. **If an item is left blank, the city will assume the bidder cannot meet the specifications and may cause rejection of the bid.** The City of Edinburg Dept. of Solid Waste Management manages a uniform and standardized inventory which expressly provides for the interchangeability of common and/or singular components and reduces the need for large inventory stock; therefore, **all variations and/or exceptions must be documented**, referencing applicable paragraph(s), and explained in detail on a separate page titled **"exceptions"** that must be included as part of the bid. Otherwise it will be considered that equipment offered is in strict compliance with these specifications and requirements, and successful bidder will be held responsible therefore. If the City of Edinburg determines by any means that **exceptions** exist which were not identified on such list, then that bid will be disqualified as being non-responsive. If no exceptions are taken, it will be assumed that the bid meets all specifications as stated. However, no implication is made by the City of Edinburg that exceptions will be **acceptable**. Bidder is advised that the response (or lack thereof) on this question does not take precedence over specific responses or non-responses provided elsewhere in this bid.

The City of Edinburg reserves the right to reject any and all bids, the right to waive informalities, and the right to disregard alternate bids, nonconforming bids, conditional bids, partial bids, or counter bids. It is the intention of the City of Edinburg to execute a final, binding contract with the successful vendor which incorporates terms and conditions no less onerous than those appropriate to the engagement of a licensed contracting firm in connection with a project/ purchase of this magnitude, nature and importance. If the contract is to be awarded, it will be awarded to the lowest responsible vendor whose evaluation by the city indicates that the award will be in the best interest of City of Edinburg. Pricing must be firm and held for the contract term **by signing the bid; the bidder agrees that he had read and understood the instruction** to bidders and thereby agrees to all of the specifications and stipulations as listed.

4.2. DETAILED SPECIFICATIONS

The following specifications set forth the specific requirements for Four (4) 4 wheel drive package with electronic shift control and 4 wheel drive heavy duty suspension half-ton pick ups, super crew style, with power doors and windows, short bed, rear wheel drive, tow package and equipment, 6,100 lbs. GVWR; 2024 or current year production model, complete with necessary equipment and accessories.

4.3. ENGINE AND COOLING SYSTEM

The truck shall be equipped with a V8 (FFV) engine with 6-speed automatic transmission with O/D. The engine shall meet all applicable Texas Emissions Laws, heavy duty radiator with coolant recovery system, 50% permanent antifreeze solution to be used as coolant.

4.4. BRAKES

Power assist brakes, disc type front, drum or disc type rear, dual split system, with abs anti-lock brake system. Emergency brake to be cable operated.

4.5. FUEL TANK

The vehicle shall have a tank system with the largest capacity available.

4.6. STEERING

The vehicle shall be equipped with integral power steering.

4.7. SUSPENSION

The suspension shall consist of heavy-duty shocks and springs. Cab/chassis shall be equipped with factory supplied front and rear sway bars.

4.8. FACTORY CAB APPOINTMENTS

- Factory installed integral heater/defroster with A/C.
- Black rubber floor mat on floor of seating area.
- Adjustable heavy duty 40/20/40 split bench vinyl seat. Seat and interior trim shall be a dark gray color.
- Vehicle shall be equipped with left and right sun visors.
- All gauges to be mounted as an integral part of dash. Factory oil pressure, volt meter, temperature, and fuel gauges shall be provided.
- Vehicle to be furnished with all safety items including brake and emission warning lamps.
- Factory installed AM/FM radio, power point plug, and dome lamp.
- Air bags for driver and passenger.

4.9. FACTORY EXTERIOR

- All glass in vehicle shall be tinted.
- Vehicle shall be equipped with factory installed low-mount manual telescoping mirrors.
- Vehicle shall be equipped with a factory standard front and rear bumper.
- Vehicle exterior shall be painted manufacturer's standard white.

4.10. ADDITIONAL ITEMS

The successful bidder shall provide the following miscellaneous items:

- Two (2) sets of keys.
- Class IV trailer hitch receiver to include smart trailer tow connector and 4-pin/7-pin wiring harness
- Emission warranty: 5 year/50,000-mile warranty
- One (1) 5 lb. ABC marine mount type fire extinguisher (shipped loose).
- One (1) DOT approved backup alarm wired to backup light system.
- One (1) DOT approved first aid kit (shipped loose).
- Truck bed must have rhino liner or line x hard shell spray on liner

4.11. REGISTRATION

Vendor shall supply all DMV paperwork required by the State of Texas to licensee with the vehicle including a weight certificate. The City of Edinburg will handle the licensing. Any correspondence regarding this vehicle shall be conducted through the department.

the successful bidder shall be responsible for meeting specifications in this bid. Vehicles and equipment shall be legally equipped for use in the State of Texas at the time of delivery.

5. Vendor Questionnaire

5.1. Required Forms

*5.1.1. Please attach any information that is deemed necessary for this bid.**

*Response required

*5.1.2. Attach a copy of your company's insurance certificate.**

Please attach the insurance certificate

*Response required

*5.1.3. Please fill out General Questionnaire and upload here **

Please download the below documents, complete, and upload.

- [GENERAL QUESTIONNAIRE.pdf](#)

*Response required

*5.1.4. Please fill out the Litigation Disclosure form and upload here**

Please download the below documents, complete, and upload.

- [LITIGATION DISCLOSURE FORM.pdf](#)

*Response required

*5.1.5. 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

*5.1.6. Please fill out and sign House Bill 89 and upload here**

HB 89

The 85th Texas Legislature approved new legislation, effective Sept. 1, 2017, which amends Texas Local Government Code Section 1. Subtitle F, Title 10, Government Code by adding Chapter 2270 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

- 1) does not boycott Israel; and
- 2) will not boycott Israel during the term of the contract

- [HOUSE BILL 89 VERIFICATION.pdf](#)

*Response required

*5.1.7. Please fill out and sign Senate Bill 13 and upload here**

SB 13 ENERGY COMPANY BOYCOTTS

The 87th Texas Legislature approved new legislation, effective Sept. 1, 2021, which amends Texas Local Government Code 2274.002 Section 1. Subtitle A, Title 8 by adding Chapter 809 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

- 1) does not boycott energy companies and will not boycott energy companies during the term of the Contract. If Respondent does not make that verification, Respondent must so indicate in its Response and state why the certification is not required , or
- 2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Agency.

- [SENATE BILL 13 VERIFICATION...](#)

*Response required

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

The 87th Texas Legislature approved new legislation, effective Sept. 1, 2021, which amends Texas Local Government Code Section 1. Subtitle F, Title 10 of the Texas Government Code 2274.002, Respondent verifies that it:

- 1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and
- 2) will not discriminate during the term of the contract against a firearm entity or firearm trade association.

If Respondent does not make that verification, Respondent must so indicate in its Response and state why the verification is not required. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Agency.

- [SENATE BILL 19 VERIFICATION...](#)

*Response required

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

Submitters, by submitting a signed submission, certify that the accompanying submission is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Texas or United States law.

- [CITY OF EDINBURG NONCOLLUSI...](#)

*Response required

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

CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE

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

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

*Response required

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

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

For more information go to the Texas Ethics Commission web page at <https://www.ethics.state.tx.us/filinginfo/1295/>.

☐ Yes

☐ No

*Response required

6. Pricing Proposal

HALF-TON TRUCK

Line Item	Quantity	Description	Make, Model, & Year	Unit Cost	Total
1	4	4X4 Half-ton Pick Ups, Super Crew Style			

AVAILABLE EXTENDED WARRANTY(S)

Line Item	Year	Year	Miles	Miles	Type	Type	No Bid	Unit Cost
1	Year		Miles		Type			
2	Year		Miles		Type			
3	Year		Miles		Type			

DELIVERY TIME

Line Item	Unit of Measure	Description	DELIVERY TIME
1	EACH	DELIVERY TIME AFTER AWARD IN DAYS	

ADDITIONAL EQUIPMENT

Line Item	Unit of Measure	Description	Unit Cost
THE SUCCESSFUL BIDDER SHALL PROVIDE PRICING FOR THE FOLLOWING ITEMS, THE CITY WILL DECIDE ON THE ITEMS TO BE INCLUDED ON THE UNIT:			
1	EACH	ONE (1) RANCH HAND STEEL FRONT GRILLE DESIGNED FOR THE SPECIFIC YEAR, MAKE AND MODEL OF THE TRUCK	
2	EACH	ONE (1) RANCH HAND STEEL HEAD RACK WITH HEAVY DUTY TUBULAR RAILS, CUT OUT FOR CENTER WINDOW AND DESIGNED CUT OUT FOR TOOL BOX	
3	EACH	ONE (1) WEATHERGUARD LOW PROFILE TOOL BOX	

Line Item	Unit of Measure	Description	Unit Cost
4	EACH	ONE (1) HEAD RACK MOUNTED WHELEN LIBERTY LIGHT BAR EQUIPPED WITH BLUE ON THE RIGHT SIDE OF THE BAR AND AMBER ON THE LEFT SIDE OF THE BAR; ALSO, LIGHT BAR MUST BE EQUIPPED WITH FRONT, REAR AND SIDE WORKING LIGHTS; MUST BE EQUIPPED WITH INSIDE CAB CONTROL MODULE (LABELED)	
5	EACH	INCLUDE WHELEN AMBER/BLUE SPLIT ION LED LIGHTHEAD STROBE LIGHTS MOUNTED ON THE FRONT OUTSIDE OF THE RANCH HAND BRUSH GRILLE AND ON THE REAR FACTORY INSTALLED BUMPER; CONNECTED TO THE LIGHT CONTROL MODULE (LABELED)	
6	EACH	INCLUDE WHELEN HIGH INTENSITY WHITE STROBE LIGHTS MOUNTED IN FRONT HEADLIGHTS AND IN REAR TAIL LIGHTS; CONNECTED TO THE LIGHT CONTROL MODULE (LABELED)	



City of Edinburg
Solid Waste

Ramiro Gomez, Solid Waste Director
415 W. University Drive, Edinburg, TX 78541

[SAMES MCALLEN FORD] RESPONSE DOCUMENT REPORT

NTB-ITEMS No. 2025-2

Purchase of Four (4) Half-Ton Truck(s)

RESPONSE DEADLINE: October 29, 2024 at 3:00 pm

Report Generated: Tuesday, October 29, 2024

Sames McAllen Ford Response

CONTACT INFORMATION

Company:

Sames McAllen Ford

Email:

rgonzalez@sames.net

Contact:

Raul Gonzalez

Address:

1400 EAST EXPRESSWAY 83
MCALLEN, TX 78501

Phone:

N/A

Website:

WWW.SAMESMCALLENFORD.COM

Submission Date:

Oct 24, 2024 11:34 AM (Central Time)

ADDENDA CONFIRMATION

No addenda issued

QUESTIONNAIRE

1. Required Forms

PLEASE ATTACH ANY INFORMATION THAT IS DEEMED NECESSARY FOR THIS BID.*

Image_2112.pdf

ATTACH A COPY OF YOUR COMPANY'S INSURANCE CERTIFICATE.*

Please attach the insurance certificate

Image_2138.pdf

PLEASE FILL OUT GENERAL QUESTIONNAIRE AND UPLOAD HERE *

Please download the below documents, complete, and upload.

- [GENERAL QUESTIONNAIRE.pdf](#)

Image_2105.pdf

PLEASE FILL OUT THE LITIGATION DISCLOSURE FORM AND UPLOAD HERE*

Please download the below documents, complete, and upload.

- [LITIGATION DISCLOSURE FORM.pdf](#)

Image_2106.pdf

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](#)

Image_2107.pdf

PLEASE FILL OUT AND SIGN HOUSE BILL 89 AND UPLOAD HERE*
HB 89

The 85th Texas Legislature approved new legislation, effective Sept. 1, 2017, which amends Texas Local Government Code Section 1. Subtitle F, Title 10, Government Code by adding Chapter 2270 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

- 1) does not boycott Israel; and
- 2) will not boycott Israel during the term of the contract

- [HOUSE BILL 89 VERIFICATION.pdf](#)

Image_2108.pdf

PLEASE FILL OUT AND SIGN SENATE BILL 13 AND UPLOAD HERE*
SB 13 ENERGY COMPANY BOYCOTTS

The 87th Texas Legislature approved new legislation, effective Sept. 1, 2021, which amends Texas Local Government Code 2274.002 Section 1. Subtitle A, Title 8 by adding Chapter 809 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

- 1) does not boycott energy companies and will not boycott energy companies during the term of the Contract. If Respondent does not make that verification, Respondent must so indicate in its Response and state why the certification is not required , or
- 2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Agency.

- [SENATE BILL 13 VERIFICATION...](#)

Image_2109.pdf

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

The 87th Texas Legislature approved new legislation, effective Sept. 1, 2021, which amends Texas Local Government Code Section 1. Subtitle F, Title 10 of the Texas Government Code 2274.002, Respondent verifies that it:

- 1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and
- 2) will not discriminate during the term of the contract against a firearm entity or firearm trade association.

If Respondent does not make that verification, Respondent must so indicate in its Response and state why the verification is not required. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Agency.

- [SENATE BILL 19 VERIFICATION...](#)

Image_2110.pdf

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

Submitters, by submitting a signed submission, certify that the accompanying submission is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Texas or United States law.

- [CITY OF EDINBURG NONCOLLUSI...](#)

Image_2136.pdf

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

CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of the City of Edinburg not later than the 7th business day after the date the person becomes aware of facts that

require the statement be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

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

Image_2111.pdf

IF AWARDED THE 1295 FORM WILL NEED TO BE PROVIDED.*

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

For more information go to the Texas Ethics Commission web page at <https://www.ethics.state.tx.us/filinginfo/1295/>.

Yes

PRICE TABLES

HALF-TON TRUCK

Line Item	Quantity	Description	Make, Model, & Year	Unit Cost	Total
1	4	4X4 Half-ton Pick Ups, Super Crew Style	2025 Ford F150 S/crew	\$46,271.00	185084.00

AVAILABLE EXTENDED WARRANTY(S)

[SAMES MCALLEN FORD] RESPONSE DOCUMENT REPORT
 NTB-ITEMS No. 2025-2
 Purchase of Four (4) Half-Ton Truck(s)

Line Item	Year	Year	Miles	Miles	Type	Type	No Bid	Unit Cost
1	Year		Miles		Type		X	No Bid
2	Year		Miles		Type		X	No Bid
3	Year		Miles		Type		X	No Bid

DELIVERY TIME

Line Item	Unit of Measure	Description	DELIVERY TIME
1	EACH	DELIVERY TIME AFTER AWARD IN DAYS	\$120.00

ADDITIONAL EQUIPMENT

Line Item	Unit of Measure	Description	Unit Cost
THE SUCCESSFUL BIDDER SHALL PROVIDE PRICING FOR THE FOLLOWING ITEMS, THE CITY WILL DECIDE ON THE ITEMS TO BE INCLUDED ON THE UNIT:			
1	EACH	ONE (1) RANCH HAND STEEL FRONT GRILLE DESIGNED FOR THE SPECIFIC YEAR, MAKE AND MODEL OF THE TRUCK	\$1,190.00
2	EACH	ONE (1) RANCH HAND STEEL HEAD RACK WITH HEAVY DUTY TUBULAR RAILS, CUT OUT FOR CENTER WINDOW AND DESIGNED CUT OUT FOR TOOL BOX	\$1,223.00
3	EACH	ONE (1) WEATHERGUARD LOW PROFILE TOOL BOX	\$1,582.00
4	EACH	ONE (1) HEAD RACK MOUNTED WHELEN LIBERTY LIGHT BAR EQUIPPED WITH BLUE ON THE RIGHT SIDE OF THE BAR AND AMBER ON THE LEFT SIDE OF THE BAR; ALSO, LIGHT BAR MUST BE EQUIPPED WITH FRONT, REAR AND SIDE WORKING LIGHTS; MUST BE EQUIPPED WITH INSIDE CAB CONTROL MODULE (LABELED)	\$3,205.00

[SAMES MCALLEN FORD] RESPONSE DOCUMENT REPORT
NTB-ITEMS No. 2025-2
Purchase of Four (4) Half-Ton Truck(s)

Line Item	Unit of Measure	Description	Unit Cost
5	EACH	INCLUDE WHELEN AMBER/BLUE SPLIT ION LED LIGHTHEAD STROBE LIGHTS MOUNTED ON THE FRONT OUTSIDE OF THE RANCH HAND BRUSH GRILLE AND ON THE REAR FACTORY INSTALLED BUMPER; CONNECTED TO THE LIGHT CONTROL MODULE (LBELED)	\$630.00
6	EACH	INCLUDE WHELEN HIGH INTENSITY WHITE STROBE LIGHTS MOUNTED IN FRONT HEADLIGHTS AND IN REAR TAIL LIGHTS; CONNECTED TO THE LIGHT CONTROL MODULE (LBELED)	\$895.00

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2024-1226392

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.

Sames McAllen Ford
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.

2025-2
PURCHASE OF 4 HALF TON TRUCKS

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.



6 UNSWORN DECLARATION

My name is Raul Gonzalez, and my date of birth is 12-9-70.

My address is 19301 Sylvia Rd, EISA, TX, 78543, USA.
(street) (city) (state) (zip code) (country)

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

Executed in Hidalgo County, State of TEXAS, on the 14 day of OCTOBER, 2024.
(month) (year)

Rene J. [Signature]
Signature of authorized agent of contracting business entity
(Declarant)

TEXAS LIABILITY INSURANCE CARD

COMPANY PHONE NO.

COMPANY

Continental Casualty Company

POLICY NUMBER

EFFECTIVE DATE

EXPIRATION DATE

AYA763319155
YEAR MAKE/MODEL

2/1/2024

2/1/2025

ANY VEHICLE OWNED

VEHICLE IDENTIFICATION NUMBER

LEASE/OPERATE BY INS

AGENCY

AGENCY PHONE NO. 210-979-7470

Higginbotham

1826 North Loop 1604 West

San Antonio

TX 78248

INSURED

Sames McAllen, Inc. dba Sames McAllen

Ford, Sames McAllen Lincoln

1400 E Hwy 83

McAllen,

TX 78501

This policy provides at least the minimum amounts of liability insurance required by the Texas Motor Vehicle Safety Responsibility Act for the Specified vehicle and named insureds and may provide coverage for other persons and other vehicles as provided by the insurance policy.

SPANISH TRANSLATION

TRADUCCION DE ESPANOL

Texas Liability Insurance Card

Keep this card.

IMPORTANT: This card or a copy of your insurance policy must be shown when you apply for or renew your:

- o motor vehicle registration
- o driver's license
- o motor vehicle safety inspection sticker.

You also may be asked to show this card or your policy if you have an accident or if a peace officer asks to see it.

All drivers in Texas must carry liability insurance on their vehicles or otherwise meet legal requirements for financial responsibility. Failure to do so could result in fines up to \$1,000, suspension of your driver's license and motor vehicle registration, and impoundment of your vehicle for up to 180 days (at a cost of \$15 per day).

ACORD 50 TX (2003/09)

© ACORD CORPORATION 1991

Tarjeta de Seguro de Responsabilidad de Texas

Guarde esta tarjeta.

IMPORTANTE: Esta tarjeta o una copia de su póliza de seguro debe ser mostrada cuando usted solicite o renueve su:

- o registro de vehículo de motor
- o licencia para conducir
- o etiqueta de inspección de seguridad para su vehículo.

Puede que usted tenga también que mostrar esta tarjeta o su póliza de seguro si tiene un accidente o si un oficial de la paz se la pide.

Todos los conductores en Texas deben de tener seguro de responsabilidad para sus vehículos, o de otra manera llenar los requisitos legales de responsabilidad civil. Fallo en llenar este requisito pudiera resultar en multas de hasta \$1,000, suspensión de su licencia para conducir y de su registro de vehículo de motor, y la retención de su vehículo por un período de hasta 180 días (a un costo de \$15 por día).

COMPANY PROVIDING PROPOSAL GENERAL QUESTIONNAIRE

1. Name/Name of Agency/Company: SAMES McALLEN FUND
(Full, correct legal name)
- Address: 1400 E. EXP 83
McALLEN, TX 78501
- Telephone/Fax: 956 687-7411
- Email address: RGONZALEZ@SAMES.NET

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 X

3. Is your Company authorized and/or licensed to do business in Texas? Yes ✓ No ___

4. Where is the Company's corporate headquarters located? McALLEN, TX

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. NA

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: RAUL GONZALEZ
Address: 1400 E. EXP 83 McALLEN, TX 78501
Telephone: 956 246 1715
Fax: _____
Email: RGONZALEZ@SAMES.NET

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.

NA

LITIGATION DISCLOSURE FORM

Failure to fully and truthfully disclose the information required by this Litigation Disclosure form may result in the disqualification of your submittal from consideration or termination of the contract, once awarded.

1. Have you or any member of your Firm or Team to be assigned to this engagement ever been indicted or convicted of a felony or misdemeanor greater than a Class C in the last five (5) years?

Circle One

YES

NO

1. Have you or any member of your Firm or Team to be assigned to this engagement ever been terminated (for cause or otherwise) from any work being performed for the CITY or any other Federal, State or Local Government, or Private Entity?

Circle One

YES

NO

3. Have you or any member of your Firm or Team to be assigned to this engagement ever been involved in any claim or litigation with the CITY or any other Federal, State or Local Government, or Private Entity during the last ten (10) years?

Circle One

YES

NO

If you have answered "Yes" to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your submittal.

CONFLICT OF INTEREST DISCLOSURE

Prospective contractors should carefully consider whether any of their activities may give rise to an improper conflict of interest situation. Conflict of interest situations that are not properly addressed can result in a loss of funding to a specific program and/or to the City of Edinburg, and in some cases can result in civil or criminal liability.

Organizations that may enter into a contract with the City of Edinburg should examine the following:

- Are any employees or board members of the organization,
 - a City of Edinburg employee or consultant who exercises program or project specific functions as part of their City position?
 - a member of a Board, Council or Committee that may participate in the City's selection or award process?
 - a City Official?

- Are any immediate family members or business associates of my employees or board member's,
 - a City of Edinburg employee or consultant who participates in the City's selection or award process as part of their City position?
 - a member of a Board, Council or Committee that may participate in the City's selection or award process?
 - a City Official?

- Will any of my employees or board members receive a financial interest or benefit from any project funded and administered through the City (other than employee salaries or personnel benefits)?

- Will any immediate family members or business associates of my employees or board members receive a financial interest or benefit from any project funded and administered through the City (other than employee salaries or personnel benefits)?

- To my knowledge, will my program or project have a financial effect on a City official or employee who exercises City-related functions, or an immediate family member or business associate of such person? For example, will any of these persons be receiving rental payments, other business income, or program services from my company or services offered?

If you can answer "yes" to any of these questions, it is possible that there may be a conflict of interest. You should review the rules below to determine whether an actual conflict situation is raised, and, if so, what action needs to be taken to avoid a violation of the law. You should contact City staff immediately if you suspect that there might be an issue.

Any contractor entering into an agreement with the City will be required to warrant and represent, to the best of his/her knowledge at the time the contract is executed, he/she is not aware of any improper conflict of

interest as described. Also, the contract will obligate contractors to exercise due diligence to ensure that no improper conflict situations occur during the contract.

The following Federal, State and local regulations and policies, govern projects funded through the City of Edinburg:

- * 2 CFR Part 200 [Subpart B 200.112 and Subpart D 200.318]
- * Texas Local Government Code Chapter 171.004
- * City of Edinburg Policies & Procurement Manual

Certification:

I, the undersigned, certify and report that to the best of my knowledge,

☒ I have no conflict of interest to disclose

☐ I have the following conflict of interest to disclose:

Date:

10-14-24

Company/Vendor Name:

SAMES MCALEW FORD

Printed Name and Title:

RAUL GONZALEZ FLEET MANAGER

Authorized Signatory:

Raul

HOUSE BILL 89 VERIFICATION

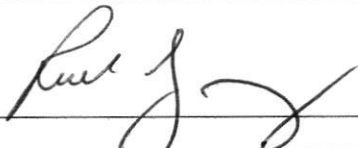
I, RAUL GONZALEZ, the undersigned representative of
SAMES MCALLEN FUND, (Company or Business name) (hereafter referred
to as company) being an adult over the age of eighteen (18) years of age, verify that the company named-above,
under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

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:

RAUL Gonzalez FREET MANAGER

TYPE/PRINT NAME AND TITLE:

10-14-24

DATE:

SENATE BILL 13 VERIFICATION

I, PAUL Gonzalez, the undersigned representative of
SAMES McALLEN FORD, (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.

Paul Gonzalez
SIGNATURE OF COMPANY REPRESENTATIVE:

PAUL Gonzalez FLEET MANAGER
TYPE/PRINT NAME AND TITLE:

10-14-24
DATE:

SENATE BILL 19 VERIFICATION

I, PAUL Gonzalez, the undersigned representative of
SAMPS McALEEN FELLO, (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 regulation or 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 earnings inures 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 501(a), Internal Revenue Code of 1986, as an organization described by Section 501(c) of that code.


SIGNATURE OF COMPANY REPRESENTATIVE:

Raul Gonzalez Fleet Manager
TYPE/PRINT NAME AND TITLE:

10-14-24
DATE:

CITY OF EDINBURG

NONCOLLUSION AFFIDAVIT

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF TEXAS

COUNTY OF HIDALGO

Raul Gonzalez, being first duly sworn, deposes and says that: (Name)

(1) He is President of _____, the Bidder that has submitted the attached Bid; (Company)

(2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not a collusive or sham Bid.

(4) Neither said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed directly or indirectly with another Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix an overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the **CITY OF EDINBURG**, or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including affiant.

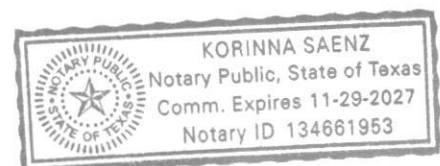
Sign

Title

Subscribed and sworn to me this 23rd day of Oct 2024.

By:

Notary Public



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.

SAMER MCAHEN PERNO

2 ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

N/A

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes

☒ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes

☒ No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 *[Signature]*
Signature of vendor doing business with the governmental entity

10-19-24
Date



City of Edinburg
Solid Waste

Ramiro Gomez, Solid Waste Director
415 W. University Drive, Edinburg, TX 78541

[TRIPLE CROWN FORD LINCOLN LLC] RESPONSE DOCUMENT REPORT

NTB-ITEMS No. 2025-2

Purchase of Four (4) Half-Ton Truck(s)

RESPONSE DEADLINE: October 29, 2024 at 3:00 pm

Report Generated: Tuesday, October 29, 2024

Triple Crown Ford Lincoln LLC Response

CONTACT INFORMATION

Company:

Triple Crown Ford Lincoln LLC

Email:

jbouher@gilchristautomotive.com

Contact:

Jeremy Bouher

Address:

2975 W Washington Street
Stephenville, TX 76401

Phone:

N/A

Website:

www.gilchristautomotive.com

Submission Date:

Oct 29, 2024 10:38 AM (Central Time)

ADDENDA CONFIRMATION

No addenda issued

QUESTIONNAIRE

1. Required Forms

PLEASE ATTACH ANY INFORMATION THAT IS DEEMED NECESSARY FOR THIS BID.*

TRIPLE_CROWN_FORD_LINCOLN_W9_FORM.pdf

ATTACH A COPY OF YOUR COMPANY'S INSURANCE CERTIFICATE.*

Please attach the insurance certificate

Certificate_of_Insurance-_Triple_Crown_Ford_-_OUO_-_2023.pdf

PLEASE FILL OUT 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 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 HOUSE BILL 89 AND UPLOAD HERE*

HB 89

The 85th Texas Legislature approved new legislation, effective Sept. 1, 2017, which amends Texas Local Government Code Section 1. Subtitle F, Title 10, Government Code by adding Chapter 2270 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

- 1) does not boycott Israel; and
- 2) will not boycott Israel during the term of the contract

- [HOUSE BILL 89 VERIFICATION.pdf](#)

HOUSE_BILL_89_VERIFICATION.pdf

PLEASE FILL OUT AND SIGN SENATE BILL 13 AND UPLOAD HERE*

SB 13 ENERGY COMPANY BOYCOTTS

The 87th Texas Legislature approved new legislation, effective Sept. 1, 2021, which amends Texas Local Government Code 2274.002 Section 1. Subtitle A, Title 8 by adding Chapter 809 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

- 1) does not boycott energy companies and will not boycott energy companies during the term of the Contract. If Respondent does not make that verification, Respondent must so indicate in its Response and state why the certification is not required , or
- 2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Agency.

- [SENATE BILL 13 VERIFICATION...](#)

SENATE_BILL_13_VERIFICATION.pdf

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

The 87th Texas Legislature approved new legislation, effective Sept. 1, 2021, which amends Texas Local Government Code Section 1. Subtitle F, Title 10 of the Texas Government Code 2274.002, Respondent verifies that it:

- 1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and
- 2) will not discriminate during the term of the contract against a firearm entity or firearm trade association.

If Respondent does not make that verification, Respondent must so indicate in its Response and state why the verification is not required. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Agency.

- [SENATE BILL 19 VERIFICATION...](#)

SENATE_BILL_19_VERIFICATION.pdf

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

Submitters, by submitting a signed submission, certify that the accompanying submission is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Texas or United States law.

- [CITY OF EDINBURG NONCOLLUSI...](#)

CITY_OF_EDINBURG_NONCOLLUSION_AFFIDAVIT.pdf

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

CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of the City of Edinburg not later than the 7th business day after the date the person becomes aware of facts that

require the statement be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

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

CIQ.pdf

IF AWARDED THE 1295 FORM WILL NEED TO BE PROVIDED.*

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

For more information go to the Texas Ethics Commission web page at <https://www.ethics.state.tx.us/filinginfo/1295/>.

Yes

PRICE TABLES

HALF-TON TRUCK

Line Item	Quantity	Description	Make, Model, & Year	Unit Cost	Total
1	4	4X4 Half-ton Pick Ups, Super Crew Style	2025 FORD F150 4X4	\$48,152.75	

AVAILABLE EXTENDED WARRANTY(S)

[TRIPLE CROWN FORD LINCOLN LLC] RESPONSE DOCUMENT REPORT
 NTB-ITEMS No. 2025-2
 Purchase of Four (4) Half-Ton Truck(s)

Line Item	Year	Year	Miles	Miles	Type	Type	No Bid	Unit Cost
1	Year	5	Miles	100000	Type	TRITON PROTECT		\$5,250.00
2	Year	7	Miles	125000	Type	TRITON PROTECT		\$5,650.00
3	Year	5	Miles	100000	Type	FORD		\$4,950.00

DELIVERY TIME

Line Item	Unit of Measure	Description	DELIVERY TIME
1	EACH	DELIVERY TIME AFTER AWARD IN DAYS	\$110.00

ADDITIONAL EQUIPMENT

Line Item	Unit of Measure	Description	Unit Cost
THE SUCCESSFUL BIDDER SHALL PROVIDE PRICING FOR THE FOLLOWING ITEMS, THE CITY WILL DECIDE ON THE ITEMS TO BE INCLUDED ON THE UNIT:			
1	EACH	ONE (1) RANCH HAND STEEL FRONT GRILLE DESIGNED FOR THE SPECIFIC YEAR, MAKE AND MODEL OF THE TRUCK	\$1,599.00
2	EACH	ONE (1) RANCH HAND STEEL HEAD RACK WITH HEAVY DUTY TUBULAR RAILS, CUT OUT FOR CENTER WINDOW AND DESIGNED CUT OUT FOR TOOL BOX	\$975.00
3	EACH	ONE (1) WEATHERGUARD LOW PROFILE TOOL BOX	\$699.00
4	EACH	ONE (1) HEAD RACK MOUNTED WHELEN LIBERTY LIGHT BAR EQUIPPED WITH BLUE ON THE RIGHT SIDE OF THE BAR AND AMBER ON THE LEFT SIDE OF THE BAR; ALSO, LIGHT BAR MUST BE EQUIPPED WITH FRONT, REAR AND SIDE WORKING LIGHTS; MUST BE EQUIPPED WITH INSIDE CAB CONTROL MODULE (LABELED)	\$1,699.00

[TRIPLE CROWN FORD LINCOLN LLC] RESPONSE DOCUMENT REPORT
NTB-ITEMS No. 2025-2
Purchase of Four (4) Half-Ton Truck(s)

Line Item	Unit of Measure	Description	Unit Cost
5	EACH	INCLUDE WHELEN AMBER/BLUE SPLIT ION LED LIGHTHEAD STROBE LIGHTS MOUNTED ON THE FRONT OUTSIDE OF THE RANCH HAND BRUSH GRILLE AND ON THE REAR FACTORY INSTALLED BUMPER; CONNECTED TO THE LIGHT CONTROL MODULE (LABELED)	\$799.00
6	EACH	INCLUDE WHELEN HIGH INTENSITY WHITE STROBE LIGHTS MOUNTED IN FRONT HEADLIGHTS AND IN REAR TAIL LIGHTS; CONNECTED TO THE LIGHT CONTROL MODULE (LABELED)	\$699.00

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

TRIPLE CROWN FORD LINCOLN LLC

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC

☐ C Corporation

☐ S Corporation

☐ Partnership

☐ Trust/estate

☒ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► **C**

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

2975 W. WASHINGTON STREET

6 City, state, and ZIP code

STEPHENVILLE, TEXAS 76401

Requester's name and address (optional)

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

____ - ____ - ____

or

Employer identification number

8 6 - 4 0 0 1 8 0 5

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person ►

DocuSigned by:

Vernon Scott

Date ► 7/21/2023

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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or “doing business as” (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity’s name as shown on the entity’s tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a “disregarded entity.” See Regulations section 301.7701-2(c)(2)(iii). Enter the owner’s name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner’s name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity’s name on line 2, “Business name/disregarded entity name.” If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual	Individual/sole proprietor or single-member LLC
• Sole proprietorship, or	
• Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	
• LLC treated as a partnership for U.S. federal tax purposes,	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or	
• LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys’ fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/Businesses and clicking on Employer Identification Number (EIN) under Starting a Business. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.

You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

***Note:** The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Visit www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/01/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	817-538-8324	817-203-2184	CONTACT NAME: Larry Volmert	FAX (A/C, No): 817-203-2184
Cornhill Insurance Programs			PHONE (A/C, No, Ext): 817-538-8324	
P.O. Box 895			E-MAIL ADDRESS: certs@cornhillins.com	
Aledo, Texas 76008			INSURER(S) AFFORDING COVERAGE	NAIC #
			INSURER A: Midvale Indemnity Company	27138
INSURED			INSURER B: Texas Mutual Insurance Company	
Triple Crown Ford Lincoln, LLC			INSURER C:	
2975 W Washington St			INSURER D:	
Stephenville, TX 76401			INSURER E:	
			INSURER F:	

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:	☒	☒	ADMP000208-01	09/01/2022	09/01/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,0000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ NA \$
A	☐ ANY AUTO ☒ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☒ Garage ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY	☒	☒	ADMP000208-01	09/01/2022	09/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☐ UMBRELLA LIAB ☒ EXCESS LIAB DED RETENTION \$	☒	☒	ADMP000208-01	09/01/2022	09/01/2023	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N ☐	N / A	0002066312	01/01/2023	01/01/2024	PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

CERTIFICATE HOLDER**CANCELLATION**

Office Use Only	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Larry Volmert</i>

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- 1 Name/Name of Agency/Company: TRIPLE CROWN FORD LINCOLN, LLC
(Full, correct legal name)

• Address: 2975 W WASHINGTON ST STEPHENVILLE, TEXAS 76401

- Telephone/Fax: 325-277-8643

- Email address: JBOUHER@GILCHRISTAUTOMOTIVE.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 x

3. Is your Company authorized and/or licensed to do business in Texas? Yes ^x No

4. Where is the Company's corporate headquarters located? TEXAS

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. N/A

6. Has the Company or any of its principals been debarred or suspended from contracting with any public entity?
Yes No ^x

If yes, identify the public entity and the name and current phone number of a representative of the public entity familiar with the debarment or suspension, and state the reason for or circumstances surrounding the debarment or suspension, including but not limited to the period of time for such debarment or suspension.

7. Indicate person whom The CITY may contact concerning your submittal.

Name: Jeremy Bouher

Address: 2975 W WASHINGTON ST STEPHENVILLE, TEXAS 76401

Telephone: 325-277-8643

Fax:

Email: JBOUHER@GILCHRISTAUTOMOTIVE.COM

- ## 8. Surety Information

Have you or the Company ever had a bond or surety instrument “called,” canceled, or forfeited?

Yes () No (X).

If yes, state the name of the bonding company, date, amount of bond and reason for such bond being "called," or its cancellation or forfeiture.

9. Bankruptcy Information

Have you or the Company ever been declared bankrupt or filed for protection from creditors under state or federal proceedings? Yes () No (X)

If yes, state the date, court, jurisdiction, cause number, amount of liabilities and amount of assets. _____

10. Provide any other names under which your business has operated within the last 10 years.

LITIGATION DISCLOSURE FORM

Failure to fully and truthfully disclose the information required by this Litigation Disclosure form may result in the disqualification of your submittal from consideration or termination of the contract, once awarded.

1. Have you or any member of your Firm or Team to be assigned to this engagement ever been indicted or convicted of a felony or misdemeanor greater than a Class C in the last five (5) years?

Circle One

YES

NO

- 1 Have you or any member of your Firm or Team to be assigned to this engagement ever been terminated (for cause or otherwise) from any work being performed for the CITY or any other Federal, State or Local Government, or Private Entity?

Circle One

YES

NO

3. Have you or any member of your Firm or Team to be assigned to this engagement ever been involved in any claim or litigation with the CITY or any other Federal, State or Local Government, or Private Entity during the last ten (10) years?

Circle One

YES

NO

If you have answered "Yes" to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your submittal.

CONFLICT OF INTEREST

DISCLOSURE

Prospective contractors should carefully consider whether any of their activities may give rise to an improper conflict of interest situation. Conflict of interest situations that are not properly addressed can result in a loss of funding to a specific program and/or to the City of Edinburg, and in some cases can result in civil or criminal liability.

Organizations that may enter into a contract with the City of Edinburg should examine the following:

- Are any employees or board members of the organization,
 - a City of Edinburg employee or consultant who exercises program or project specific functions as part of their City position?
 - a member of a Board, Council or Committee that may participate in the City's selection or award process?
 - a City Official?

- Are any immediate family members or business associates of my employees or board member's,
 - a City of Edinburg employee or consultant who participates in the City's selection or award process as part of their City position?
 - a member of a Board, Council or Committee that may participate in the City's selection or award process?
 - a City Official?

- Will any of my employees or board members receive a financial interest or benefit from any project funded and administered through the City (other than employee salaries or personnel benefits)?

- Will any immediate family members or business associates of my employees or board members receive a financial interest or benefit from any project funded and administered through the City (other than employee salaries or personnel benefits)?

- To my knowledge, will my program or project have a financial effect on a City official or employee who exercises City-related functions, or an immediate family member or business associate of such person? For example, will any of these persons be receiving rental payments, other business income, or program services from my company or services offered?

If you can answer "yes" to any of these questions, it is possible that there may be a conflict of interest. You should review the rules below to determine whether an actual conflict situation is raised, and, if so, what action needs to be taken to avoid a violation of the law. You should contact City staff immediately if you suspect that there might be an issue.

Any contractor entering into an agreement with the City will be required to warrant and represent, to the best of his/her knowledge at the time the contract is executed, he/she is not aware of any improper conflict of

interest as described. Also, the contract will obligate contractors to exercise due diligence to ensure that no improper conflict situations occur during the contract.

The following Federal, State and local regulations and policies, govern projects funded through the City of Edinburg:

- * 2 CFR Part 200 [Subpart B 200.112 and Subpart D 200.318]
- * Texas Local Government Code Chapter 171.004
- * City of Edinburg Policies & Procurement Manual

Certification:

I, the undersigned, certify and report that to the best of my knowledge,

☒ I have no conflict of interest to disclose

☐ I have the following conflict of interest to disclose:

Date:

10/29/2024

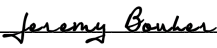
Printed Name and Title:

Jeremy Bouher GOVERNMENT FLEET SALES MANAGER

Company/Vendor Name:

TRIPLE CROWN FORD LINCOLN, LLC

Authorized Signatory:

DocuSigned by:

0B5A020B88404A6...

HOUSE BILL 89 VERIFICATION

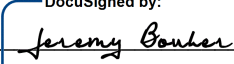
I, Jeremy Bouher, the undersigned representative of
TRIPLE CROWN FORD LINCOLN, LLC, (Company or Business name) (hereafter referred
to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above,**
under the provisions of Subtitle F, Title 10, Government 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.*

DocuSigned by:

0B5A020B88404A6
SIGNATURE OF COMPANY REPRESENTATIVE:

Jeremy Bouher GOVERNMENT FLEET SALES MANAGER

TYPE/PRINT NAME AND TITLE:

10/29/2024
DATE:

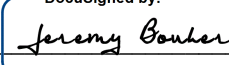
SENATE BILL 13 VERIFICATION

I, Jeremy Bouher, the undersigned representative of
TRIPLE CROWN FORD LINCOLN, 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.*

DocuSigned by:

0B5A020B88404A6...
SIGNATURE OF COMPANY REPRESENTATIVE:

Jeremy Bouher GOVERNMENT FLEET SALES MANAGER

TYPE/PRINT NAME AND TITLE:

10/29/2024

DATE:

SENATE BILL 19 VERIFICATION

I, Jeremy Bouher, the undersigned representative of
TRIPLE CROWN FORD LINCOLN, 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 regulations or 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 earnings inures 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 501(a), Internal Revenue Code of 1986, as an organization described by Section 501(c) of that code.*

DocuSigned by:

Jeremy Bouher

SIGNATURE OF COMPANY REPRESENTATIVE:

Jeremy Bouher

GOVERNMENT FLEET SALES MANAGER

TYPE/PRINT NAME AND TITLE:

10/29/2024

DATE:

CITY OF EDINBURG

NONCOLLUSION AFFIDAVIT

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF TEXAS

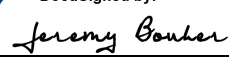
COUNTY OF HIDALGO

Jeremy Bouher

_____, being first duly sworn, deposes and says that: (Name)

- (1) He is President of _____, the Bidder that has submitted the attached Bid; (Company)
- (2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
- (3) Such Bid is genuine and is not a collusive or sham Bid.
- (4) Neither said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed directly or indirectly with another Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix an overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the **CITY OF EDINBURG**, or any person interested in the proposed Contract; and
- (5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including affiant.

Sign

DocuSigned by:


0B5A020B88404A6...

Title

GOVERNMENT FLEET SALES MANAGER

Subscribed and sworn to me this 29th day of october 2024.

By:

Notary Public

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.

TRIPLE CROWN FORD LINCOLN, LLC

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

N/A

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

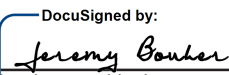
☐ Yes☒ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes☒ No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 DocuSigned by:

 Signature of vendor doing business with the governmental entity
 10/29/2024
 Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

- (a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

- (2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;
or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

- (a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

- (a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

- (1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

- (2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.



City of Edinburg
Solid Waste

Ramiro Gomez, Solid Waste Director
415 W. University Drive, Edinburg, TX 78541

[PFVT MOTORS, LLC DBA PEORIA FORD] RESPONSE DOCUMENT REPORT

NTB-ITEMS No. 2025-2

Purchase of Four (4) Half-Ton Truck(s)

RESPONSE DEADLINE: October 29, 2024 at 3:00 pm

Report Generated: Tuesday, October 29, 2024

PFVT Motors, LLC dba Peoria Ford Response

CONTACT INFORMATION

Company:

PFVT Motors, LLC dba Peoria Ford

Email:

chad.riccio@governmentautosales.com

Contact:

Chad Riccio

Address:

9130 W Bell Road
Peoria, AZ 85382

Phone:

(480) 405-2929

Website:

www.governmentautosales.com

Submission Date:

Oct 29, 2024 12:44 PM (Central Time)

ADDENDA CONFIRMATION

No addenda issued

QUESTIONNAIRE

1. Required Forms

PLEASE ATTACH ANY INFORMATION THAT IS DEEMED NECESSARY FOR THIS BID.*
20241029114258415.pdf

ATTACH A COPY OF YOUR COMPANY'S INSURANCE CERTIFICATE.*
Please attach the insurance certificate

2023-2024_PFVT_Motors,_LLC_dba_Peoria_Ford_-_COI_Request_Form_(1).docx

PLEASE FILL OUT GENERAL QUESTIONNAIRE AND UPLOAD HERE *

Please download the below documents, complete, and upload.

- [GENERAL QUESTIONNAIRE.pdf](#)

20241028102713935.pdf

PLEASE FILL OUT THE LITIGATION DISCLOSURE FORM AND UPLOAD HERE*

Please download the below documents, complete, and upload.

- [LITIGATION DISCLOSURE FORM.pdf](#)

20241028101632365.pdf

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](#)

20241028105425587.pdf

PLEASE FILL OUT AND SIGN HOUSE BILL 89 AND UPLOAD HERE*
HB 89

The 85th Texas Legislature approved new legislation, effective Sept. 1, 2017, which amends Texas Local Government Code Section 1. Subtitle F, Title 10, Government Code by adding Chapter 2270 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

- 1) does not boycott Israel; and
- 2) will not boycott Israel during the term of the contract

- [HOUSE BILL 89 VERIFICATION.pdf](#)

20241028105750451.pdf

PLEASE FILL OUT AND SIGN SENATE BILL 13 AND UPLOAD HERE*
SB 13 ENERGY COMPANY BOYCOTTS

The 87th Texas Legislature approved new legislation, effective Sept. 1, 2021, which amends Texas Local Government Code 2274.002 Section 1. Subtitle A, Title 8 by adding Chapter 809 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

- 1) does not boycott energy companies and will not boycott energy companies during the term of the Contract. If Respondent does not make that verification, Respondent must so indicate in its Response and state why the certification is not required , or
- 2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Agency.

- [SENATE BILL 13 VERIFICATION...](#)

20241028111020591.pdf

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

The 87th Texas Legislature approved new legislation, effective Sept. 1, 2021, which amends Texas Local Government Code Section 1. Subtitle F, Title 10 of the Texas Government Code 2274.002, Respondent verifies that it:

- 1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and
- 2) will not discriminate during the term of the contract against a firearm entity or firearm trade association.

If Respondent does not make that verification, Respondent must so indicate in its Response and state why the verification is not required. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Agency.

- [SENATE BILL 19 VERIFICATION...](#)

20241028113048791.pdf

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

Submitters, by submitting a signed submission, certify that the accompanying submission is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Texas or United States law.

- [CITY OF EDINBURG NONCOLLUSI...](#)

20241029101524797.pdf

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

CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of the City of Edinburg not later than the 7th business day after the date the person becomes aware of facts that

require the statement be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

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

20241029104011678.pdf

IF AWARDED THE 1295 FORM WILL NEED TO BE PROVIDED.*

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

For more information go to the Texas Ethics Commission web page at <https://www.ethics.state.tx.us/filinginfo/1295/>.

Yes

PRICE TABLES

HALF-TON TRUCK

Line Item	Quantity	Description	Make, Model, & Year	Unit Cost	Total
1	4	4X4 Half-ton Pick Ups, Super Crew Style	2025 Ford F150	\$49,940.00	\$199,760.00

AVAILABLE EXTENDED WARRANTY(S)

[PFVT MOTORS, LLC DBA PEORIA FORD] RESPONSE DOCUMENT REPORT
 NTB-ITEMS No. 2025-2
 Purchase of Four (4) Half-Ton Truck(s)

Line Item	Year	Year	Miles	Miles	Type	Type	No Bid	Unit Cost
1	Year	5	Miles	100k	Type	Bumper to Bumper		\$2,750.00
2	Year	6	Miles	100k	Type	Bumper to Bumper		\$3,250.00
3	Year	7	Miles	100k	Type	Bumper to Bumper		\$3,750.00

DELIVERY TIME

Line Item	Unit of Measure	Description	DELIVERY TIME
1	EACH	DELIVERY TIME AFTER AWARD IN DAYS	\$160.00

ADDITIONAL EQUIPMENT

Line Item	Unit of Measure	Description	Unit Cost
THE SUCCESSFUL BIDDER SHALL PROVIDE PRICING FOR THE FOLLOWING ITEMS, THE CITY WILL DECIDE ON THE ITEMS TO BE INCLUDED ON THE UNIT:			
1	EACH	ONE (1) RANCH HAND STEEL FRONT GRILLE DESIGNED FOR THE SPECIFIC YEAR, MAKE AND MODEL OF THE TRUCK	\$1,213.00
2	EACH	ONE (1) RANCH HAND STEEL HEAD RACK WITH HEAVY DUTY TUBULAR RAILS, CUT OUT FOR CENTER WINDOW AND DESIGNED CUT OUT FOR TOOL BOX	\$1,202.00
3	EACH	ONE (1) WEATHERGUARD LOW PROFILE TOOL BOX	\$1,310.00
4	EACH	ONE (1) HEAD RACK MOUNTED WHELEN LIBERTY LIGHT BAR EQUIPPED WITH BLUE ON THE RIGHT SIDE OF THE BAR AND AMBER ON THE LEFT SIDE OF THE BAR; ALSO, LIGHT BAR MUST BE EQUIPPED WITH FRONT, REAR AND SIDE WORKING LIGHTS; MUST BE EQUIPPED WITH INSIDE CAB CONTROL MODULE (LABELED)	\$3,471.00

[PFVT MOTORS, LLC DBA PEORIA FORD] RESPONSE DOCUMENT REPORT
NTB-ITEMS No. 2025-2
Purchase of Four (4) Half-Ton Truck(s)

Line Item	Unit of Measure	Description	Unit Cost
5	EACH	INCLUDE WHELEN AMBER/BLUE SPLIT ION LED LIGHTHEAD STROBE LIGHTS MOUNTED ON THE FRONT OUTSIDE OF THE RANCH HAND BRUSH GRILLE AND ON THE REAR FACTORY INSTALLED BUMPER; CONNECTED TO THE LIGHT CONTROL MODULE (LABELED)	\$1,312.00
6	EACH	INCLUDE WHELEN HIGH INTENSITY WHITE STROBE LIGHTS MOUNTED IN FRONT HEADLIGHTS AND IN REAR TAIL LIGHTS; CONNECTED TO THE LIGHT CONTROL MODULE (LABELED)	\$1,764.00



Solid Waste Project 2025-2

City of Edinburg, TX

Purchase of 4 Half Ton Trucks

PVT Motors, LLC

DBA Peoria Ford

William McDowell

Fleet Director

Peoria, AZ

Maricopa County

623.523.6151

Chad Riccio

Government Account Manager

Peoria, AZ

Maricopa County

480.405.2929

BID EXCEPTIONS:

HALF TON TRUCKS DO NOT HAVE LOW MOUNTING MANUAL TELESCOPING MIRRORS



PFVT Motors, LLC dba Peoria Ford
9130 W. Bell Road, Peoria AZ 85382

Bridge#: 570000063184 Berkshire Hathaway Automotive Inc.

Email: ACS.CHICAGO@AON.COM

Copy: nathaniel.groh@aon.com

Client Connection Phone #: 1-866-283-7122 / Fax #: 1-847-953-5390 (# of Pages:)

Date of Request: 4/9/24 Date Needed By: 4/10/24

Standard (24 Hours) ☒ End of Day ☐ (7:00 CST) Rush ☐ (within 4 Hours)

Requestor's Name: Wesley Boswell

Requestor's Email: wesley.boswell@governmentautosales.com Requestor's Phone: 480-696-5930

Certificate Coverage Requested (Master Cert Set will be used if no coverages are selected):

☒ **PROPERTY – ACORD 24**

- Property (Blanket Limit, Boiler & Machinery Included)
- Garage Keepers Legal Liability

☒ **LIABILITY – ACORD 25**

- Garage Liability – includes General Liability and Auto Liability
- Workers Compensation and Texas Non-Subscription
- Umbrella

***Please specify coverage requested by checking one of the boxes above (Property, Liability or both). ***

Automobile ID Card Request:

Fleet	State:
Include Auto Description	Year, Make/Model VIN #:

Certificate Holder/Landlord Information:

Name:	PFVT Motors LLC dba Peoria Ford	
Attention:	Wesley Boswell	
Address:	9130 West Bell Road	
City, State, Zip:	Peoria, AZ 85382	
Additional Insured:		
Primary Wording:		
Waiver of Subrogation:		
Loss Payee:	Mortgagee:	

Additional Instructions:

PLEASE ATTACH INSURANCE REQUIREMENTS FROM REQUESTOR IF APPLICABLE.

Certificate Delivery Instructions:

Email to Requestor:	YES or NO
Email Address for Certificate Holder:	Wesley.boswell@governmentautosales.com
Fax copy to:	
Mail Original: YES or NO	The "ORIGINAL" certificate will be mailed to the certificate holder unless indicated otherwise



PFVT MOTORS, LLC.
CHAD RICCIO
Government Account Team
Direct: 480-405-2929

Quote

Date	10/28/2024
Valid Until	11/27/2024
Contract	HGAC
PO	
Lead Time	

Customer:

THE CITY OF EDINBURG

Invoice Address:

SAME

Delivery Address:

SAME

Description - Vehicle Preview Details**Line Total**

2025 FORD F150 W1L 4X4 CREW CAB 5.0		\$49,940.00
F150 4X4 SUPERCREW XL - 145 145 INCH WHEELBASE TOTAL BASE VEHICLE OXFORD WHITE VINYL 40/20/40 FRONT SEAT MEDIUM DARK SLATE EQUIPMENT GROUP 101A .XL SERIES .17" SILVER STEEL WHEELS 5.0L V8 ENGINE ELEC TEN-SPEED AUTO TRANS .265/70R 17 BSW ALL-TERRAIN 3.73 ELECTRONIC LOCK RR AXLE 7100# GVWR PACKAGE FORD FLEET SPECIAL ADJUSTMENT	50 STATE EMISSIONS TOW/HAUL PACKAGE .INTEGRATED TRAILER BRAKE CONT EXTENDED RANGE 36GAL FUEL TANK BEDLINER-TOUGHBED SPRAYIN*ACCY SPECIAL DEALER ACCOUNT ADJUSTM SPECIAL FLEET ACCOUNT CREDIT FUEL CHARGE NET INVOICE FLEET OPTION (B4A) PRICED DORA ADVERTISING ASSESSMENT DESTINATION & DELIVERY First Aid Kit with Ford Logo TOTAL DIO OPTS	
	2 ADDITIONAL KEYS	INC
	TINT	INC
	UPFITTING OF RANCH HAND, JEADACHE RACK LIGHT BAR AND STROBES	\$10,272.00
	DELIVERY	INC

Special Notes and Instructions

This price is for the truck with accessories delivered to City of Edinburg. Price does not include any optional warranty. Options available in the bid. This is for an estimated 160 day delivery to City of Edinburg

Subtotal less trade-in	\$60,212.00
Sales Tax	0
Tire Tax	
Extended Warranty	
Flooring	\$0.00
Freight	\$0.00
MSO / ODO	
Total Per Unit	\$60,212.00
Quantity of Units	1
PO Total	\$60,212.00

Above information is not an invoice and only an estimate of services/goods described above. Quote subject to change.

Please confirm your acceptance of this quote by signing this document, and returning your PO.

Signature _____
Print Name _____
Date _____

PL450

If you have any questions concerning this quote, contact Chad Riccio

Thank you for your business!

9130 W Bell Road, Peoria AZ 85382
480-405-2929 - chad.riccio@governmentautosales.com

6. Pricing Proposal

HALF-TON TRUCK

Line Item	Quantity	Description	Make, Model, & Year	Unit Cost	Total
1	4	4X4 Half-ton Pick Ups, Super Crew Style	25 FORD F150	\$49,940.00	\$199,760.00

AVAILABLE EXTENDED WARRANTY(S)

Line Item	Year	Year	Miles	Miles	Type	Type	No Bid	Unit Cost
1	Year	5	Miles	100K	Type	Bumper		\$2750.00
2	Year	6	Miles	100K	Type	Bumper		\$3250.00
3	Year	7	Miles	100K	Type	Bumper		\$3750.00

DELIVERY TIME

Line Item	Unit of Measure	Description	DELIVERY TIME
1	EACH	DELIVERY TIME AFTER AWARD IN DAYS	160 days

ADDITIONAL EQUIPMENT

Line Item	Unit of Measure	Description	Unit Cost
THE SUCCESSFUL BIDDER SHALL PROVIDE PRICING FOR THE FOLLOWING ITEMS, THE CITY WILL DECIDE ON THE ITEMS TO BE INCLUDED ON THE UNIT:			
1	EACH	ONE (1) RANCH HAND STEEL FRONT GRILLE DESIGNED FOR THE SPECIFIC YEAR, MAKE AND MODEL OF THE TRUCK	\$1213.00
2	EACH	ONE (1) RANCH HAND STEEL HEAD RACK WITH HEAVY DUTY TUBULAR RAILS, CUT OUT FOR CENTER WINDOW AND DESIGNED CUT OUT FOR TOOL BOX	\$1202.00
3	EACH	ONE (1) WEATHERGUARD LOW PROFILE TOOL BOX	\$1310.00

Line Item	Unit of Measure	Description	Unit Cost
4	EACH	ONE (1) HEAD RACK MOUNTED WHELEN LIBERTY LIGHT BAR EQUIPPED WITH BLUE ON THE RIGHT SIDE OF THE BAR AND AMBER ON THE LEFT SIDE OF THE BAR; ALSO, LIGHT BAR MUST BE EQUIPPED WITH FRONT, REAR AND SIDE WORKING LIGHTS; MUST BE EQUIPPED WITH INSIDE CAB CONTROL MODULE (LABELED)	\$3471.00
5	EACH	INCLUDE WHELEN AMBER/BLUE SPLIT ION LED LIGHTHEAD STROBE LIGHTS MOUNTED ON THE FRONT OUTSIDE OF THE RANCH HAND BRUSH GRILLE AND ON THE REAR FACTORY INSTALLED BUMPER; CONNECTED TO THE LIGHT CONTROL MODULE (LABELED)	\$312.00
6	EACH	INCLUDE WHELEN HIGH INTENSITY WHITE STROBE LIGHTS MOUNTED IN FRONT HEADLIGHTS AND IN REAR TAIL LIGHTS; CONNECTED TO THE LIGHT CONTROL MODULE (LABELED)	\$764.00

COMPANY PROVIDING PROPOSAL GENERAL QUESTIONNAIRE

- 1 Name/Name of Agency/Company: PFVT MOTORS LLC.
(Full, correct legal name)
- Address: 9130 W BELL RD
PEORIA AZ 85382
- Telephone/Fax: 480-405-2929
- Email address: Chad.Riccio@governmentautosales.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 X

3. Is your Company authorized and/or licensed to do business in Texas? Yes X No ___

4. Where is the Company's corporate headquarters located? Delaware

5. a. Does the Company have an office located in Edinburg, Texas? Yes ___ No X

b. If the answer to the previous question is "yes", how long has the Company conducted business from its Edinburg office? ___ (years) ___ (months)

c. State the number of full-time employees at the Edinburg office. _____

6. Has the Company or any of its principals been debarred or suspended from contracting with any public entity? Yes ___ No X

If yes, identify the public entity and the name and current phone number of a representative of the public entity familiar with the debarment or suspension, and state the reason for or circumstances surrounding the debarment or suspension, including but not limited to the period of time for such debarment or suspension. _____

7. Indicate person whom The CITY may contact concerning your submittal.

Name: Chad Riccio
Address: 9130 W BELL RD PEORIA AZ 85382
Telephone: 4804052929
Fax: _____
Email: chad.riccio@governmentautosales.com

8. Surety Information

Have you or the Company ever had a bond or surety instrument "called," canceled, or forfeited?

Yes () No (X)

If yes, state the name of the bonding company, date, amount of bond and reason for such bond being "called," or its cancellation or forfeiture. _____

9. Bankruptcy Information

Have you or the Company ever been declared bankrupt or filed for protection from creditors under state or federal proceedings? Yes () No (X)

If yes, state the date, court, jurisdiction, cause number, amount of liabilities and amount of assets. _____

10. Provide any other names under which your business has operated within the last 10 years.

PEORIA FORD

LITIGATION DISCLOSURE FORM

Failure to fully and truthfully disclose the information required by this Litigation Disclosure form may result in the disqualification of your submittal from consideration or termination of the contract, once awarded.

1. Have you or any member of your Firm or Team to be assigned to this engagement ever been indicted or convicted of a felony or misdemeanor greater than a Class C in the last five (5) years?

Circle One

YES

NO

- 1 Have you or any member of your Firm or Team to be assigned to this engagement ever been terminated (for cause or otherwise) from any work being performed for the CITY or any other Federal, State or Local Government, or Private Entity?

Circle One

YES

NO

3. Have you or any member of your Firm or Team to be assigned to this engagement ever been involved in any claim or litigation with the CITY or any other Federal, State or Local Government, or Private Entity during the last ten (10) years?

Circle One

YES

NO

If you have answered "Yes" to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your submittal.

CONFLICT OF INTEREST DISCLOSURE

Prospective contractors should carefully consider whether any of their activities may give rise to an improper conflict of interest situation. Conflict of interest situations that are not properly addressed can result in a loss of funding to a specific program and/or to the City of Edinburg, and in some cases can result in civil or criminal liability.

Organizations that may enter into a contract with the City of Edinburg should examine the following:

- Are any employees or board members of the organization,
 - a City of Edinburg employee or consultant who exercises program or project specific functions as part of their City position?
 - a member of a Board, Council or Committee that may participate in the City's selection or award process?
 - a City Official?

- Are any immediate family members or business associates of my employees or board member's,
 - a City of Edinburg employee or consultant who participates in the City's selection or award process as part of their City position?
 - a member of a Board, Council or Committee that may participate in the City's selection or award process?
 - a City Official?

- Will any of my employees or board members receive a financial interest or benefit from any project funded and administered through the City (other than employee salaries or personnel benefits)?

- Will any immediate family members or business associates of my employees or board members receive a financial interest or benefit from any project funded and administered through the City (other than employee salaries or personnel benefits)?

- To my knowledge, will my program or project have a financial effect on a City official or employee who exercises City-related functions, or an immediate family member or business associate of such person? For example, will any of these persons be receiving rental payments, other business income, or program services from my company or services offered?

If you can answer "yes" to any of these questions, it is possible that there may be a conflict of interest. You should review the rules below to determine whether an actual conflict situation is raised, and, if so, what action needs to be taken to avoid a violation of the law. You should contact City staff immediately if you suspect that there might be an issue.

Any contractor entering into an agreement with the City will be required to warrant and represent, to the best of his/her knowledge at the time the contract is executed, he/she is not aware of any improper conflict of

interest as described. Also, the contract will obligate contractors to exercise due diligence to ensure that no improper conflict situations occur during the contract.

The following Federal, State and local regulations and policies, govern projects funded through the City of Edinburg:

- * 2 CFR Part 200 [Subpart B 200.112 and Subpart D 200.318]
- * Texas Local Government Code Chapter 171.004
- * City of Edinburg Policies & Procurement Manual

Certification:

I, the undersigned, certify and report that to the best of my knowledge,

☒ I have no conflict of interest to disclose

☐ I have the following conflict of interest to disclose:

Date:

10/28/24

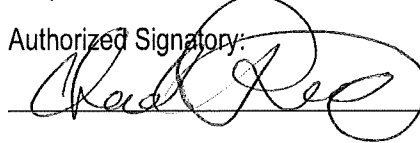
Company/Vendor Name:

PEVT MOTORS LLC

Printed Name and Title:

Chad Riccio Account Mgr.

Authorized Signatory:



HOUSE BILL 89 VERIFICATION

I, Chad Riccio, the undersigned representative of
PEVT MOTORS 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:

Chad Riccio
TYPE/PRINT NAME AND TITLE:

10/28/24
DATE:

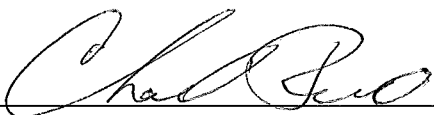
SENATE BILL 13 VERIFICATION

I, Chad Riccio, the undersigned representative of
PFVT MOTORS 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:

Chad Riccio

TYPE/PRINT NAME AND TITLE:

10/28/24

DATE:

SENATE BILL 19 VERIFICATION

I, Chad Riccio, the undersigned representative of
PEUT MOTORS 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:

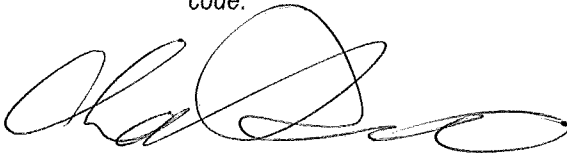
- (1) does not have a practice, policy, guidance, or directive that discriminates
against a firearm entity or firearm trade association; and,
- (2) will not discriminate during the term of the contract against a firearm entity or
firearmtrade association.

Pursuant to Section 2274.001, Texas Government Code:

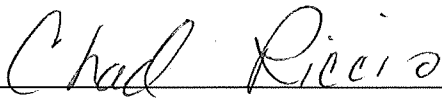
- 1) "Ammunition" means a loaded cartridge case, primer, bullet, or propellant powder with or without a
projectile.
- 2) "Company" means a for-profit organization, association, corporation, partnership, joint venture, limited
partnership, limited liability partnership, or limited liability company, including 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 regulations or 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.

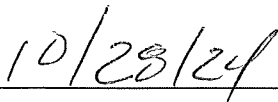
- 4) "Firearm" means a weapon that expels a projectile by the action of explosive or expanding gases.
- 5) "Firearm accessory" means a device specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and an item used in conjunction 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 earnings inures 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 501(a), Internal Revenue Code of 1986, as an organization described by Section 501(c) of that code.



SIGNATURE OF COMPANY REPRESENTATIVE:



TYPE/PRINT NAME AND TITLE:



DATE:

CITY OF EDINBURG

NONCOLLUSION AFFIDAVIT

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF TEXAS

COUNTY OF HIDALGO

William McDowell, being first duly sworn, deposes and says that: (Name)

(1) He is President of PFUT MOTORS, the Bidder that has submitted the attached Bid; (Company)

(2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not a collusive or sham Bid.

(4) Neither said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed directly or indirectly with another Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix an overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the **CITY OF EDINBURG**, or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including affiant.

Sign

W-7 McDowell

Title

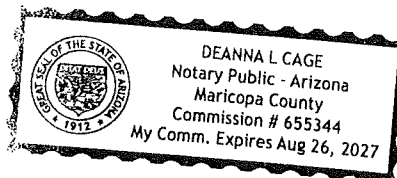
Fleet Director

Subscribed and sworn to me this 28 day of Oct 2024.

By: William McDowell

Notary Public

DCage



My commission expires *Aug 20, 2027*

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

FORM CIS

(Instructions for completing and filing this form are provided on the next page.)

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

OFFICE USE ONLY

This is the notice to the appropriate local governmental entity that the following local government officer has become aware of facts that require the officer to file this statement in accordance with Chapter 176, Local Government Code.

Date Received

1 **Name of Local Government Officer**

2 **Office Held**

3 **Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code**

4 **Description of the nature and extent of each employment or other business relationship and each family relationship with vendor named in item 3.**

5 **List gifts accepted by the local government officer and any family member, if aggregate value of the gifts accepted from vendor named in item 3 exceeds \$100 during the 12-month period described by Section 176.003(a)(2)(B).**

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

(attach additional forms as necessary)

6 **SIGNATURE**

I swear under penalty of perjury that the above statement is true and correct. I acknowledge that the disclosure applies to each family member (as defined by Section 176.001(2), Local Government Code) of this local government officer. I also acknowledge that this statement covers the 12-month period described by Section 176.003(a)(2)(B), Local Government Code.

Signature of Local Government Officer

Please complete either option below:

(1) Affidavit

NOTARY STAMP / SEAL

Sworn to and subscribed before me by _____ this the _____ day of _____,

20 _____, to certify which, witness my hand and seal of office.

Signature of officer administering oath

Printed name of officer administering oath

Title of officer administering oath

OR

(2) Unsworn Declaration

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.

(street)

(city)

(state)

(zip code)

(country)

Executed in _____ County, State of _____, on the _____ day of _____, 20____.

(month)

(year)

Signature of Local Government Officer (Declarant)



PFVT Motors, LLC dba Peoria Ford
9130 W. Bell Road, Peoria AZ 85382

Bridge#: 570000063184 Berkshire Hathaway Automotive Inc.

Email: ACS.CHICAGO@AON.COM

Copy: nathaniel.groh@aon.com

Client Connection Phone #: 1-866-283-7122 / Fax #: 1-847-953-5390 (# of Pages:)

Date of Request: 4/9/24 Date Needed By: 4/10/24

Standard (24 Hours) ☒ End of Day ___ (7:00 CST) Rush ___ (within 4 Hours)

Requestor's Name: Wesley Boswell

Requestor's Email: wesley.boswell@governmentautosales.com Requestor's Phone: 480-696-5930

Certificate Coverage Requested (Master Cert Set will be used if no coverages are selected):

☒ PROPERTY – ACORD 24 •Property (Blanket Limit, Boiler & Machinery Included) •Garage Keepers Legal Liability	☒ LIABILITY – ACORD 25 •Garage Liability – includes General Liability and Auto Liability •Workers Compensation and Texas Non-Subscription •Umbrella
---	--

***Please specify coverage requested by checking one of the boxes above (Property, Liability or both). ***

Automobile ID Card Request:

Fleet	State:
Include Auto Description	Year, Make/Model VIN #:

Certificate Holder/Landlord Information:

Name:	PFVT Motors LLC dba Peoria Ford	
Attention:	Wesley Boswell	
Address:	9130 West Bell Road	
City, State, Zip:	Peoria, AZ 85382	
Additional Insured:		
Primary Wording:		
Waiver of Subrogation:		
Loss Payee:	Mortgagee:	

Additional Instructions:

PLEASE ATTACH INSURANCE REQUIREMENTS FROM REQUESTOR IF APPLICABLE.

Certificate Delivery Instructions:

Email to Requestor:	☒ YES or NO
Email Address for Certificate Holder:	Wesley.boswell@governmentautosales.com
Fax copy to:	
Mail Original: YES or ☒ NO	The "ORIGINAL" certificate will be mailed to the certificate holder unless indicated otherwise

COMPANY PROVIDING PROPOSAL GENERAL QUESTIONNAIRE

- 1 Name/Name of Agency/Company: PFVT MOTORS LLC.
(Full, correct legal name)
- Address: 9130 W BELL RD
PEORIA AZ 85382
 - Telephone/Fax: 480-405-2929
 - Email address: Chad.Riccio@governmentautosales.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 X
3. Is your Company authorized and/or licensed to do business in Texas? Yes X No ___
4. Where is the Company's corporate headquarters located? Delaware
5. a. Does the Company have an office located in Edinburg, Texas? Yes ___ No X
- b. If the answer to the previous question is "yes", how long has the Company conducted business from its Edinburg office? ___ (years) ___ (months)
- c. State the number of full-time employees at the Edinburg office. _____
6. Has the Company or any of its principals been debarred or suspended from contracting with any public entity?
Yes ___ No X
- If yes, identify the public entity and the name and current phone number of a representative of the public entity familiar with the debarment or suspension, and state the reason for or circumstances surrounding the debarment or suspension, including but not limited to the period of time for such debarment or suspension. _____

7. Indicate person whom The CITY may contact concerning your submittal.
- Name: Chad Riccio
Address: 9130 W BELL RD. PEORIA AZ 85382
Telephone: 4804052929
Fax: _____
Email: chad.riccio@governmentautosales.com
8. Surety Information
- Have you or the Company ever had a bond or surety instrument "called," canceled, or forfeited?
Yes () No (X)
- If yes, state the name of the bonding company, date, amount of bond and reason for such bond being "called," or its cancellation or forfeiture. _____

9. Bankruptcy Information

Have you or the Company ever been declared bankrupt or filed for protection from creditors under state or federal proceedings? Yes () No (X)

If yes, state the date, court, jurisdiction, cause number, amount of liabilities and amount of assets. _____

10. Provide any other names under which your business has operated within the last 10 years.

PEORIA FORD

LITIGATION DISCLOSURE FORM

Failure to fully and truthfully disclose the information required by this Litigation Disclosure form may result in the disqualification of your submittal from consideration or termination of the contract, once awarded.

1. Have you or any member of your Firm or Team to be assigned to this engagement ever been indicted or convicted of a felony or misdemeanor greater than a Class C in the last five (5) years?

Circle One

YES

NO

- 1 Have you or any member of your Firm or Team to be assigned to this engagement ever been terminated (for cause or otherwise) from any work being performed for the CITY or any other Federal, State or Local Government, or Private Entity?

Circle One

YES

NO

3. Have you or any member of your Firm or Team to be assigned to this engagement ever been involved in any claim or litigation with the CITY or any other Federal, State or Local Government, or Private Entity during the last ten (10) years?

Circle One

YES

NO

If you have answered "Yes" to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your submittal.

CONFLICT OF INTEREST

DISCLOSURE

Prospective contractors should carefully consider whether any of their activities may give rise to an improper conflict of interest situation. Conflict of interest situations that are not properly addressed can result in a loss of funding to a specific program and/or to the City of Edinburg, and in some cases can result in civil or criminal liability.

Organizations that may enter into a contract with the City of Edinburg should examine the following:

- Are any employees or board members of the organization,
 - a City of Edinburg employee or consultant who exercises program or project specific functions as part of their City position?
 - a member of a Board, Council or Committee that may participate in the City's selection or award process?
 - a City Official?

- Are any immediate family members or business associates of my employees or board member's,
 - a City of Edinburg employee or consultant who participates in the City's selection or award process as part of their City position?
 - a member of a Board, Council or Committee that may participate in the City's selection or award process?
 - a City Official?

- Will any of my employees or board members receive a financial interest or benefit from any project funded and administered through the City (other than employee salaries or personnel benefits)?

- Will any immediate family members or business associates of my employees or board members receive a financial interest or benefit from any project funded and administered through the City (other than employee salaries or personnel benefits)?

- To my knowledge, will my program or project have a financial effect on a City official or employee who exercises City-related functions, or an immediate family member or business associate of such person? For example, will any of these persons be receiving rental payments, other business income, or program services from my company or services offered?

If you can answer "yes" to any of these questions, it is possible that there may be a conflict of interest. You should review the rules below to determine whether an actual conflict situation is raised, and, if so, what action needs to be taken to avoid a violation of the law. You should contact City staff immediately if you suspect that there might be an issue.

Any contractor entering into an agreement with the City will be required to warrant and represent, to the best of his/her knowledge at the time the contract is executed, he/she is not aware of any improper conflict of

interest as described. Also, the contract will obligate contractors to exercise due diligence to ensure that no improper conflict situations occur during the contract.

The following Federal, State and local regulations and policies, govern projects funded through the City of Edinburg:

- * 2 CFR Part 200 [Subpart B 200.112 and Subpart D 200.318]
- * Texas Local Government Code Chapter 171.004
- * City of Edinburg Policies & Procurement Manual

Certification:

I, the undersigned, certify and report that to the best of my knowledge,

☒ I have no conflict of interest to disclose

☐ I have the following conflict of interest to disclose:

Date:

10/28/24

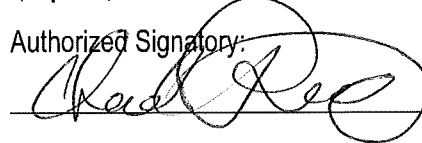
Printed Name and Title:

Chad Riccio Account Mgr.

Company/Vendor Name:

PEVT MOTORS LLC

Authorized Signatory:



HOUSE BILL 89 VERIFICATION

I, Chad Riccio, the undersigned representative of
PFVT MOTORS 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

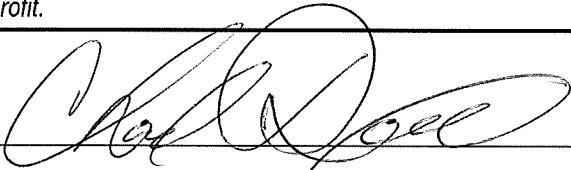
2. Will not boycott Israel during the term of the contract.

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:

Chad Riccio
TYPE/PRINT NAME AND TITLE:

10/28/24
DATE:

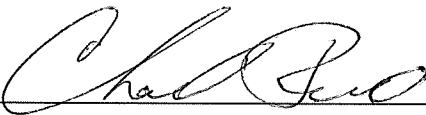
SENATE BILL 13 VERIFICATION

I, Chad Riccio, the undersigned representative of
PFVT MOTORS 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:

Chad Riccio

TYPE/PRINT NAME AND TITLE:

10/28/24

DATE:

SENATE BILL 19 VERIFICATION

I, Chad Riccio, the undersigned representative of
PFUT MOTORS 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:

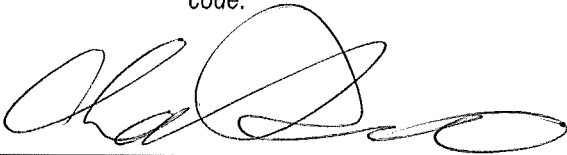
- (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and,
- (2) will not discriminate during the term of the contract against a firearm entity or firearmtrade association.

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 regulations or 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.

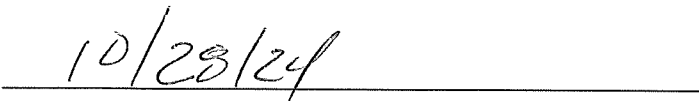
- 4) "Firearm" means a weapon that expels a projectile by the action of explosive or expanding gases.
- 5) "Firearm accessory" means a device specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and an item used in conjunction 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 earnings inures 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 501(a), Internal Revenue Code of 1986, as an organization described by Section 501(c) of that code.



SIGNATURE OF COMPANY REPRESENTATIVE:



TYPE/PRINT NAME AND TITLE:



DATE:

CITY OF EDINBURG

NONCOLLUSION AFFIDAVIT

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF TEXAS

COUNTY OF HIDALGO

William McDowell, being first duly sworn, deposes and says that: (Name)

(1) He is President of PFUT Motors, the Bidder that has submitted the attached Bid; (Company)

(2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not a collusive or sham Bid.

(4) Neither said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed directly or indirectly with another Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix an overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the **CITY OF EDINBURG**, or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including affiant.

Sign

W. McDowell

Title

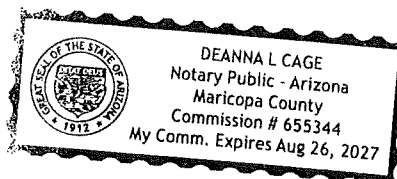
Fleet Director

Subscribed and sworn to me this 28 day of Oct 2024.

By: William McDowell

Notary Public

D. Cage



My commission expires *Aug 20, 2027*

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

FORM CIS

(Instructions for completing and filing this form are provided on the next page.)

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This is the notice to the appropriate local governmental entity that the following local government officer has become aware of facts that require the officer to file this statement in accordance with Chapter 176, Local Government Code.

OFFICE USE ONLY

Date Received

1 Name of Local Government Officer

2 Office Held

3 Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code

4 Description of the nature and extent of each employment or other business relationship and each family relationship with vendor named in item 3.

5 List gifts accepted by the local government officer and any family member, if aggregate value of the gifts accepted from vendor named in item 3 exceeds \$100 during the 12-month period described by Section 176.003(a)(2)(B).

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

(attach additional forms as necessary)

6 SIGNATURE

I swear under penalty of perjury that the above statement is true and correct. I acknowledge that the disclosure applies to each family member (as defined by Section 176.001(2), Local Government Code) of this local government officer. I also acknowledge that this statement covers the 12-month period described by Section 176.003(a)(2)(B), Local Government Code.

Signature of Local Government Officer

Please complete either option below:

(1) Affidavit

NOTARY STAMP / SEAL

Sworn to and subscribed before me by _____ this the _____ day of _____,

20 _____, to certify which, witness my hand and seal of office.

Signature of officer administering oath

Printed name of officer administering oath

Title of officer administering oath

OR

(2) Unsworn Declaration

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.

(street)

(city)

(state)

(zip code)

(country)

Executed in _____ County, State of _____, on the _____ day of _____, 20____.

(month)

(year)

Signature of Local Government Officer (Declarant)

Purchase of Four Half Ton Trucks

Boggus Motor Sales, Inc.
1400 East Highway 83
McAllen, Texas 78501-8854
Attn: Raul Gonzalez
rgonzalez2@boggusford.com

Caldwell Country Chevrolet
800 State Highway 21 East
Caldwell, TX 77836
Attn: Ben Laureano
ben@caldwellcountry.com

Silsbee Ford
1211 US-96
Silsbee, TX 77656
Attn: Rick Brown
fleetsales@outlook.com

Silsbee Fleet
Seth Gamblin
sgamblin@silsbeefleet@gmail.com
512-436-1313

Sandlin Motors
Luke Anderson
landerson@chevyhouse.com
903-572-3656

Boswell Elliff Ford Lt Boswell
Robert Garcia
robgarcia@boswellauto.com
956-399-2468

Bruckner Truck Sales, Inc
Bob Davie
bob.davie@brucknertruck.com
210-666-7138

Cavender Ford Motor Company
William Donohue
wdonohue@cavenderauto.com
248-884-8855

Chastang Enterprises-Houston dba Chastang
Ford
Ed Miller
emiller@chastangeford.com
713-678-5007

Caldwell Country Chevrolet
Averyt Knapp
aknapp@caldwellcountry.com
979-567-6116

Grapevine DCJ
Dennis Thomas
dthomas@grapevinedcj.com
817-410-7541

Lake Country Chevrolet
Rick Brown
rbrown.silsbeefleet@gmail.com
409-659-1555

Gunn Chevrolet
Danny Mireles
dmireles@gunnauto.com
210-599-5000

<u>Bidder's List</u>
KYLEE@ALLOUTCUSTOMTRUCKANDBODY.COM
robert@andys-air.com
nelsonamayacollision@outlook.com
buntonauto@hotmail.com
sholland@billfickford.com
cdpartstexas@gmail.com
colbycontracts@gmail.com
ljodixietireco@yahoo.com
edbodyshop@gmail.com
nick@raskull.com
Randy@texasfleetoutfitters.com
bpaul@generalbody.com
grayson@kennethscarcare.com
preston@lloydtrailer.com
lupe.garza@lmgnapa.com
longhorntruck99@sbcglobal.net
MEGAN@MANDRFLEETSERVICES.COM
pacificcustom@sbcglobal.net
phillipdaffron@gmail.com
sales@governmentautosales.com
rojean.brewer@gmail.com
primeessentialshub@gmail.com
rboudreaux@r2mechanicalservices.com
R3supply@sbcglobal.net
rorotrailerrental@hotmail.com
rudymbodyman@yahoo.com
sheenservicesllc@gmail.com
vscott@gilchristautomotive.com
charlee@spacecitytruckparts.com
texashubexpress@gmail.com
oscar@truckupfitters.com
weaverkip@gmail.com
charles.fancher@wichitafallsford.net
Owner@zonemagic.biz



CITY OF EDINBURG - CITY COUNCIL

Meeting Date: November 19, 2024

AWARDING OF BIDS

Agenda Item No: 15.I.

Replacement of Undercarriage Assembly 336FL

1. Agenda Item:

Consider Authorizing the Expenditure for the Replacement of the Undercarriage Assembly and Track System of the 336FL Excavator, Unit 1147, by Holt Caterpillar of Edinburg, Texas in the Amount of \$44,649.76. [Ramiro L. Gomez, Director Solid Waste Management]

2. Description:

Staff is requesting authorization to proceed with the reconstruction of the Landfill's 336FL Excavator, Unit 1147, undercarriage assembly and track system by Holt Caterpillar of Edinburg, Texas.

This equipment is used as a front-line piece of equipment that works in conjunction with our Articulated Off-Road Dump Trucks used in earthen cell construction, land cleaning, storm water ditch cleanup and in daily intermediate and final soil cover placement. This equipment facilitates the need to meet our current permit operational and contractual obligations in regards to construction, cleaning and waste cover placement as mandated by the Texas Commission on Environmental Quality and our current operating permits. The undercarriage assembly is considered to be a high wear and high maintenance item that staff anticipates addressing yearly, depending on the usage.

This is a budgeted scheduled maintenance repair; once completed, Holt Caterpillar will issue equipment warranty covering this repair for three-3 years or 3600 hours; thus, extending the actual life use of this machine.

As our landfill continues to grow, and we continue being a viable solution for disposal in the valley, the need to safe guard our operation is essential. Maintaining equipment of sufficient size and quantity will continue to be a part of that need and one which we will address as it becomes necessary.

Staff has verified that no monies are owed to the City by Holt Caterpillar of Edinburg, Texas.

Funding for the repair of the 336FL Excavator undercarriage assembly and track system is available within the Fiscal Year 2024-2025 Solid Waste Management Operating Budget under Machines and Equipment.

If approved, projected repair completion is expected within 30 to 60 days of Purchase Order issuance.

3. Staff's Recommendation:

Approve Authorizing the Expenditure for the Replacement of the Undercarriage Assembly and Track System of the 336FL Excavator, Unit 1147, by Holt Caterpillar of Edinburg, Texas in The Amount of \$44,649.76.

Reviewed by:

Ramiro Gomez, Director of Solid Waste
Management

Tomas Reyna, Assistant City Manager

Approved - 11/15/2024

Final Approval -
11/15/2024

Prepared by:

Dalinda Cardenas,
Administrative Specialist

Attachments:

A. Holt Cat - Quote



Edinburg North - Machine
 10701 US 281 NORTH
 EDINBURG, TX 78541

CITY OF EDINBURG SOLID WASTE
ATTN FINANCE DEPT-A/P PO BOX 1079
EDINBURG 78540-1079

CUSTOMER NO.	CONTACT	PHONE NO.	FAX NO.	WORK ORDER NO.
0261449	THOMAS ENRIQUEZ	956 403 2659		
QUOTE NO.	P.O. NO.	DATE	EMAIL	
243193		11/1/2024 12:52:54 P		
MAKE	MODEL	SERIAL NO.	UNIT NO.	hours
AA	336FL	0TZA00223	1147	16507
NOTES				
BOTH TRACK ADJUSTER IS SEIZED FRONT IDLERS ARE DAMAGED AS WELL AS IDLER BEARING QUOTE IF BEFORE TEARDOWN IF ADDITIONAL PARTS OR LABOR NEEDED AFTER DISASSABLE WILL BE DISCUSSED WITH CUSTOEMR				

SEGMENT: 00 REPAIR TRACK ADJUSTER (023 4157)
 NOTES:
 INCLUDED PARTS AND LABOR TO R+I
 ADJUSTERS, RECOIL SPRINGS,

Parts

Part No	Qty	Description	Unit Price	Ext Price
5086655	2	ADJ-HYD-CLA	1,014.98	2,029.96
5096312	2	SPRG-REC-CLA	2,748.94	5,497.88
Total Parts:				7,527.84

Labor

Item No	Qty	Description	Unit Price	Ext Price
FLD	20	LABOR	200.00	4,000.00
Total Labor:				4,000.00

Labor Summary
Misc

Item No	Qty	Description	Unit Price	Ext Price
MISC	1	MISC HARDWARE, S+H, ETC....	500.00	500.00
Total Misc:				500.00

Segment 00 Total : 12,027.84

SEGMENT: 01 REPAIR UNDERCARRIAGE (023 4150)
 NOTES:
 INCLUDED PARTS AND LABOR TO R+I
 GUARDS, ROLLERS, IDLERS ONLY

Parts

Part No	Qty	Description	Unit Price	Ext Price
1362422	2	IDLER GP	2,383.85	4,767.70
3118150	16	NUT TRACK	3.25	52.00
3182558	16	BOLT TRACK	6.47	103.52
3480529	4	GUARD AS-TRK	940.30	3,761.20
4471719	6	BOLT-HEX HEA	7.99	47.94
4471723	72	BOLT-HEX HEA	20.06	1,444.32
4492670	4	COTTER	2.99	11.96
4492679	2	PIN-TRACK MA	87.94	175.88
4512177	72	WASHER-HARD	3.84	276.48
4512177	24	WASHER-HARD	3.84	92.16
4532854	24	BOLT-HEX HEA	9.52	228.48
487-2936	2	GUARD-TRACK-	332.01	664.02
6104676	2	BUSHING-TRK	53.55	107.10
6104677	4	BUSHING-TRAC	52.80	211.20
6206129	18	ROLLER GP-SF	543.22	9,777.96

Total Parts: 21,721.92

Labor

Item No	Qty	Description	Unit Price	Ext Price
FLD	44	LABOR	200.00	8,800.00

Total Labor: 8,800.00

Labor Summary

Misc

Item No	Qty	Description	Unit Price	Ext Price
MISC	1	MISC HARDWARE, S+H, ETC....	500.00	500.00

Total Misc: 500.00

Segment 01 Total : 31,021.92

SEGMENT: 02 CLEAN MACHINE (070 7000)
 NOTES:

Labor

Item No	Qty	Description	Unit Price	Ext Price
FLD	8	CLEANING UC WORK AREA	200.00	1,600.00

	Total Labor:	1,600.00
Labor Summary		
	Segment 02 Total :	1,600.00
	Total Segments:	44,649.76
SUB TOTAL (BEFORE TAXES)		44,649.76

- QUOTE EXPIRES IN 30 DAYS
- THESE PRICES DO NOT INCLUDE ANY APPLICABLE TAXES

This Quote is based on HOLT CAT's initial inspection of the equipment to be repaired and is valid for 30 calendar days. This Quote does not include any additional labor, parts, machining, any freight charges or any applicable sales tax. If additional repairs are required, which may become evident after work has been initiated, an addendum to the work order will be provided to the customer listing additional charges for repairs and repair time frames. These repairs will not be performed until the Customer authorizes such repairs. Item replaced during non-warranty repairs will be held at your request for no longer than 30 calendar days after the work is completed.

Would you like your parts held? Yes _____ NO _____.

ESTIMATED REPAIR TIME: _____ *from start date*
"The Signature is an authorization to proceed with the required repair work as described within the quote".

Issued PO# _____, **Authorized Name** _____ *Please Print.*

Date _____ / _____ / _____. _____
Signature

Any Questions? Please Call Felix Salazar at 956.292.7939.



CITY OF EDINBURG - CITY COUNCIL

Meeting Date: November 19, 2024

AWARDING OF BIDS

Agenda Item No: 15.J.

Purchase of Commercial Metal Containers

1. Agenda Item:

Consider Authorizing the Purchase of Commercial Metal Containers from Roll-Offs USA through BuyBoard, and Wastequip, LLC Through Sourcewell, Per Unit Price Listed. [Ramiro L. Gomez, Jr., Director of Solid Waste Management]

2. Description:

In an effort to continue providing efficient and cost-effective 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 Statutes while identifying vendors of commodities, goods and services at extremely competitive bid prices.

Currently, the Department of Solid Waste Management utilizes Commercial and Roll-Off containers to provide service for over 4,000 businesses, apartment complexes and commercial establishments. The purchase of these containers will serve to replenish depleted departmental inventory in order to continue addressing increased service demands and/or the establishment of new services.

Staff recommends the purchase of Commercial Metal Containers through Roll-Offs USA and Wastequip, LLC per-unit price as listed plus shipping cost. They have been the successful vendors meeting our minimum acceptable performance standards, warranty requirements, and specifications for these type of containers through both competitive open bidding and cooperative purchasing programs for more than five (5) successive years.

If approved, projected delivery is expected within three to six weeks of Purchase Order issuance.

Staff has verified that Roll-Offs USA and Wastequip, LLC, owe no monies to the City. Funding is available through the FY 2024-2025 Budget under Other.

3. Staff's Recommendation:

Approve Authorizing the Purchase of Commercial Metal Containers from Roll-Offs USA through BuyBoard, and Wastequip, LLC Through Sourcewell, Per Unit Price Listed.

Reviewed by:

Ramiro Gomez, Director of Solid Waste Management

Tomas Reyna, Assistant City Manager

Approved - 11/15/2024

Final Approval -
11/15/2024

Prepared by:

Dalinda Cardenas,
Administrative Specialist

Attachments:

- A. Bid Recommendation
- B. Roll Off USA
- C. Keystone Waste Solutions, LLC
- D. Wastequip, LLC



Commercial Metal Containers

Vendors:			Roll Off USA (BuyBoard)	Keystone Waste (BuyBoard)	Wastequip (Sourcewell)
Commercial Side Load Containers					
Item	Container Size	Estd Qty	Bid Price Per Unit	Bid Price Per Unit	Bid Price Per Unit
1	1.5 yd Commercial Metal Side Load / 3 piece (metal and poly lid)	1	510.00	NO BID	790.00
2	2 yd Commercial Metal Side Load / 3 piece (metal and poly lid)	1	594.00	NO BID	828.00
3	3 yd Commercial Metal Side Load / 3 piece (metal and poly lid)	1	633.00	NO BID	901.00
4	4 yd Commercial Metal Side Load / 3 piece (metal and poly lid)	1	716.00	NO BID	984.00
5	1.5 yd Commercial Metal Side Load / 3 piece (metal lid)	1	540.00	NO BID	NO BID
6	2 yd Commercial Metal Side Load / 3 piece (metal lid)	1	624.00	NO BID	NO BID
7	3 yd Commercial Metal Side Load / 3 piece (metal lid)	1	663.00	NO BID	NO BID
8	4 yd Commercial Metal Side Load / 3 piece (metal lid)	1	746.00	NO BID	NO BID
Commercial Front Load Containers					
Item	Container Size	Estd Qty	Bid Price Per Unit	Bid Price Per Unit	Bid Price Per Unit
9	2 yd Commercial Metal Front Load / 3 piece (metal and poly lid)	1	540.00	592.00	589.00
10	3 yd Commercial Metal Front Load / 3 piece (metal and poly lid)	1	625.00	708.00	660.00
11	4 yd Commercial Metal Front Load / 3 piece (metal and poly lid)	1	700.00	828.00	745.00
12	6 yd Commercial Metal Front Load / 3 piece (metal and poly lid)	1	845.00	1,135.00	941.00
13	2 yd Commercial Metal Front Load / 3 piece (metal lid)	1	684.00	NO BID	NO BID
14	3 yd Commercial Metal Front Load / 3 piece (metal lid)	1	773.00	NO BID	NO BID
15	4 yd Commercial Metal Front Load / 3 piece (metal lid)	1	846.00	NO BID	NO BID
16	6 yd Commercial Metal Front Load / 3 piece (metal lid)	1	1,013.00	NO BID	NO BID
17	8 yd Low Profile or Slanted Type Commercial Metal Front Load / 2 piece (poly lid)	1	1,045.00	1,306.00	1,146.00
18	8 yd Standard Type Commercial Metal Front Load / 2 piece (poly lid)	1	1,010.00	1,319.00	1,118.00
19	10 yd Commercial Metal Front Load / 2 piece (poly lid)	1	1,355.00	1,585.00	1,513.00
Tub Style Roll-Off Containers					
Item	Container Size	Estd Qty	Bid Price Per Unit	Bid Price Per Unit	Bid Price Per Unit
20	20 Cubic Yard "T" Style or Tub Style Roll Off Container	1	4,625.00	4,434.00	\$4,379.00
21	30 Cubic Yard "T" Style or Tub Style Roll Off Container	1	5,025.00	4,944.00	\$4,810.00
22	40 Cubic Yard "T" Style or Tub Style Roll Off Container	1	6,050.00	5,774.00	\$5,636.00
23	Spray Paint City Logo	1	NO BID	150.00	NO BID
Containers Lids					
Item	Container Size	Estd Qty	Bid Price Per Unit	Bid Price Per Unit	Bid Price Per Unit
24	Replacement 2,3 & 4 yd Hinged Metal Lid – 3 piece Metal Lid – 1 complete set	1	186.00	NO BID	NO BID
25	Replacement 2,3 & 4 yd Hinged Metal Lid piece of a 3 piece lid	1	140.00	NO BID	NO BID
26	2 single wall UHM polyethylene lids of the 3 piece lid (set of 2)	1	46.00	NO BID	NO BID
27	Replacement 2,3 & 4 yd 2 single wall UHM polyethylene lids of the 2 piece lid (set of 2- Full Length)	1	64.00	NO BID	NO BID
28	Replacement 8 & 10 yd 2 single wall UHM polyethylene lids (set of 2)	1	76.00	66.00	NO BID
Prefabricated 10GA Bottoms					
Item	Tire Sizes	Estd Qty	Bid Price Per Unit	Bid Price Per Unit	Bid Price Per Unit
29	1.5 yd Side Load prefabricated 10ga primed bottom with 6" lip, caster pad, and drain plug	1	250.00	NO BID	NO BID
30	2 yd Side Load prefabricated 10ga primed bottom with 6" lip, caster pad, and drain plug	1	275.00	NO BID	NO BID
31	3 yd Side Load prefabricated 10ga primed bottom with 6" lip, caster pad, and drain plug	1	325.00	NO BID	NO BID
32	4 yd Side Load prefabricated 10ga primed bottom with 6" lip, caster pad, and drain plug	1	325.00	NO BID	NO BID
33	2 yd Front Load prefabricated 10ga primed bottom with 6" lip, caster pad, and drain plug	1	310.00	NO BID	NO BID
34	3 yd Front Load prefabricated 10ga primed bottom with 6" lip, caster pad, and drain plug	1	350.00	NO BID	NO BID
35	4 yd Front Load prefabricated 10ga primed bottom with 6" lip, caster pad, and drain plug	1	400.00	NO BID	NO BID
36	6 yd Front Load prefabricated 10ga primed bottom with 6" lip, caster pad, and drain plug	1	515.00	NO BID	NO BID
37	8 yd Low Profile or Slanted Type Commercial Metal Front prefabricated 10ga primed bottom with 6" lip, caster pad, and drain plug	1	540.00	NO BID	NO BID
38	8 yd Standard Type Commercial Metal Front Load prefabricated 10ga primed bottom with 6" lip, caster pad, and drain plug	1	515.00	NO BID	NO BID
39	10 yd Commercial Metal Front Load prefabricated 10ga primed bottom with 6" lip, caster pad, and drain plug	1	515.00	NO BID	NO BID
40	20 Cubic Yard "T" Style or Tub Style Roll Off Container prefabricated 10ga primed bottom with 6" lip, caster pad, and drain plug (5'6" x 19'11½")	1	NO BID	NO BID	NO BID



Commercial Metal Containers

		Vendors:	Roll Off USA (BuyBoard)	Keystone Waste (BuyBoard)	Wastequip (Sourcewell)
41	30 Cubic Yard "T" Style or Tub Style Roll Off Container prefabricated 10ga primed bottom with 6" lip, caster pad, and drain plug (5'6" x 19'11")	1	NO BID	NO BID	NO BID
42	20 Cubic Yard "Rectangular" Style or Tub Style Roll Off Container prefabricated 10ga primed bottom with 6" lip, caster pad, and drain plug (6'11" x 21'8½")	1	NO BID	NO BID	NO BID
43	30 Cubic Yard "Rectangular" Style or Tub Style Roll Off Container prefabricated 10ga primed bottom with 6" lip, caster pad, and drain plug (7' x 21'8½")	1	NO BID	NO BID	NO BID
44	20 Cubic Yard Roll Off Container prefabricated 10ga primed bottom with 6" lip, caster pad, and drain plug (7'4" x 19'11½")	1	NO BID	NO BID	NO BID
45	30 Cubic Yard Roll Off Container prefabricated 10ga primed bottom with 6" lip, caster pad, and drain plug (7'3½" x 20')	1	NO BID	NO BID	NO BID



Date: Oct 18, 2024

To Whom it may concern:

Please see Roll Offs USA's response to your request for container pricing.

COMMERCIAL METAL CONTAINER

COOPERATIVE PRICING: BUYBOARD

CONTRACT NO.: 686-22

	Container Size	Unit Price	
	1.5 yd Commercial Metal <u>Side</u> Load / 3 piece (metal and poly lid)	510	
	2 yd Commercial Metal <u>Side</u> Load / 3 piece (metal and poly lid)	594	
	3 yd Commercial Metal <u>Side</u> Load / 3 piece (metal and poly lid)	633	
	4 yd Commercial Metal <u>Side</u> Load / 3 piece (metal and poly lid)	716	
	1.5 yd Commercial Metal <u>Side</u> Load / 3 piece (metal lid)	540	
	2 yd Commercial Metal <u>Side</u> Load / 3 piece (metal lid)	624	
	3 yd Commercial Metal <u>Side</u> Load / 3 piece (metal lid)	663	
	4 yd Commercial Metal <u>Side</u> Load / 3 piece (metal lid)	746	



	Container Size	Unit Price	
	2 yd Commercial Metal Front Load / 2 piece (poly lid)	540	
	3 yd Commercial Metal Front Load / 2 piece (poly lid)	625	
	4 yd Commercial Metal Front Load / 2 piece (poly lid)	700	
	6 yd Commercial Metal Front Load / 2 piece (poly lid)	845	
	2 yd Commercial Metal Front Load (metal lids)	684	
	3 yd Commercial Metal Front Load (metal lids)	773	
	4 yd Commercial Metal Front (metal lids)	846	
	6 yd Commercial Metal Front (metal lids)	1013	
	8 yd Low Profile or Slanted Type Commercial Metal Front Load / 2 piece (poly lid)	1045	
	8 yd Standard Type Commercial Metal Front Load / 2 piece (poly lid)	1010	
	10 yd Commercial Metal Front Load / 2 piece (poly lid)	1355	
	Container Size	Unit Price	
	20 Cubic Yard "T" Style or Tub Style Roll Off Container	4625	
	30 Cubic Yard "T" Style or Tub Style Roll Off Container	5025	
	40 Cubic Yard "T" Style or Tub Style Roll Off Container	6050	



	Container Size	Unit Price	
	Replacement 2,3 & 4 yd Hinged Metal Lid – 3 piece Metal Lid – 1 complete set	186	
	Replacement 2,3 & 4 yd Hinged Metal Lid piece of a 3 piece lid	140	
	Replacement 2,3 & 4 yd 2 single wall UHM polyethylene lids of the 3 piece lid (set of 2)	46	
	Replacement 2,3 & 4 yd 2 single wall UHM polyethylene lids of the 2 piece lid (set of 2- Full Length)	64	
	Replacement 8 & 10 yd 2 single wall UHM polyethylene lids (set of 2)	76	
	Container Size	Unit Price	
	1.5 yd Side Load prefabricated 10ga primed bottom with 6" lip, caster pad, and drain plug	250	
	2 yd Side Load prefabricated 10ga primed bottom with 6" lip, caster pad, and drain plug	275	
	3 yd Side Load prefabricated 10ga primed bottom with 6" lip, caster pad, and drain plug	325	
	4 yd Side Load prefabricated 10ga primed bottom with 6" lip, caster pad, and drain plug	325	
	2 yd Front Load prefabricated 10ga primed bottom with 6" lip, caster pad, and drain plug	310	



3 yd Front Load prefabricated 10ga primed bottom with 6" lip, caster pad, and drain plug	350	
4 yd Front Load prefabricated 10ga primed bottom with 6" lip, caster pad, and drain plug	400	
6 yd Front Load prefabricated 10ga primed bottom with 6" lip, caster pad, and drain plug	515	
8 yd Low Profile or Slanted Type Commercial Metal Front prefabricated 10ga primed bottom with 6" lip, caster pad, and drain plug	540	
8 yd Standard Type Commercial Metal Front Load prefabricated 10ga primed bottom with 6" lip, caster pad, and drain plug	515	
10 yd Standard Type Commercial Metal Front Load prefabricated 10ga primed bottom with 6" lip, caster pad, and drain plug	515	

The prices listed above are valid for **60 days** from the date of this response. They are based on the City of Edinburg's custom requirements presented previously. They include a volume/material discount that is specific to the City of Edinburg's request.

These prices do **NOT** include freight to deliver the containers to the City of Edinburg. The final freight charge to deliver the containers is dependent on number/size/style of containers ordered on a purchase order by purchase order basis. The freight charge is \$3015 per truck load.

If there are any questions, please do not hesitate to contact me.

Regards,

Kendell Phillips
 Director
 Roll Offs USA
 580-924-6355
 kphillips@rolloffs.net



QUOTE

6132355000002504045
Date: Oct 16, 2024 01:54 PM
Expiration Date: Oct 31, 2024

Shipping Method: Customer Pick Up
Estimated Delivery Date:
PO# _____

Bill To

City of Edinburg
415 W University Dr
Edinburg, TX 78541
(956) 388-8204

Contact Name: Dalinda Cardenas
Mobile:
Email: dcardenas@cityofedinburg.com

Ship To

City of Edinburg
8601 N. Jasman Rd,
Edinburg, TX 78540
(956) 388-8204

Salesperson: Olivia Ramirez
Phone #: 817-940-7414
Email: oramirez@keystonesynergy.com

Item & Description	Price Ea.	Qty	Amount
FEL2FL-10-12 2 Yard Flat Front Load 10 ga Floor, 12 ga Sides 7 ga Pockets with 3-way fork entry guide Primed and Painted Any Standard Color Max 52 per load 2 poly lids – Flat top	\$ 532.00	1	\$ 532.00
FEL3FL-10-12 3 Yard Flat Front Load 10 ga Floor, 12 ga Sides 7 ga Pockets with 3-way fork entry guide Primed and Painted Any Standard Color Max 36 per load 2 poly lids – Flat top	\$ 618.00	1	\$ 618.00
FEL4FL-10-12 4 Yard Flat Front Load 10 ga Floor, 12 ga Sides 7 ga Pockets with 3-way fork entry guide Primed and Painted Any Standard Color Max 20 per load 2 poly lids – Flat top	\$ 708.00	1	\$ 708.00
FEL6FL-10-12 6 Yard Flat 2 Door Front Load 10 ga Floor, 12 ga Sides 7 ga Pockets with 3-way fork entry guide Primed and Painted Any Standard Color Max 14 per load 2 poly lids – Flat top	\$ 955.00	1	\$ 955.00

Item & Description	Price Ea.	Qty	Amount
FEL8SL-10-12 8 Yard Slant Front Load 10 ga Floor, 12 ga Sides 7 ga Pockets with 3-way fork entry guide Primed and Painted Any Standard Color Max 8 per load Slant top	\$ 1,066.00	1	\$ 1,066.00
FEL8FL-10-12 8 Yard Flat 2 Door Front Load 10 ga Floor, 12 ga Sides 7 ga Pockets with 3-way fork entry guide Primed and Painted Any Standard Color Max 8 per load Flat top	\$ 1,079.00	1	\$ 1,079.00
Special Container 10 Yard Flat 2 Door Front Load. 10 ga Floor, 12 ga Sides 7 ga Pockets with 3-way fork entry guide Primed and Painted Any Standard Color Max 8 per load Flat top	\$ 1,285.00	1	\$ 1,285.00
T2242-7-10-C 20 yd std bathtub 22' L x 42" H Standard Cable Understructure (36.5" Rails ID) 7 ga Floor, 10 ga Wall 6 x 2 x 3/16" main rail Crossmembers on 18" Centers 4 x 3 x 3/16" top rail Painted Any Standard Color Max 9 per load	\$ 4,434.00	1	\$ 4,434.00
T2261-7-10-C 30 yd std bathtub 22' L x 61" H Standard Cable Understructure (36.5" Rails ID) 7 ga Floor, 10 ga Wall 6 x 2 x 3/16" main rail Crossmembers on 18" Centers 4 x 3 x 3/16" top rail Painted Any Standard Color Max 9 per load	\$ 4,944.00	1	\$ 4,944.00
T2282-7-10-C 40 yd std bathtub 22' L x 82" H Standard Cable Understructure (36.5" Rails ID) 7 ga Floor, 10 ga Wall 6 x 2 x 3/16" main rail Crossmembers on 18" Centers 4 x 3 x 3/16" top rail Painted Any Standard Color Max 5 per load	\$ 5,774.00	1	\$ 5,774.00
Special Container Spray Paint Logo on ROCS Up to 6' long Customer must supply stencil Per unit price	\$ 150.00	1	\$ 150.00

Item & Description	Price Ea.	Qty	Amount
Special Container FEL Replacement Lid 37 x 58 (Set of 2 lids) Price does not include freight. Freight is based on quantity and weight.	\$ 66.00	1	\$ 66.00
Special Container Option for Coal Tar Epoxy coating From bottom up to 1/3 FEL container 2yd is \$60 3yd is \$90 4yd is \$120 6yd is \$180 8yd is \$240 10yd is \$300	\$ 0.00	0	\$ 0.00
	Sub Total		\$ 21,611.00
	Sales Tax		\$ 0.00
Grand Total			\$ 21,611.00

Special Notes:

Terms & Conditions:

This quote is considered an estimate at this time and subject to final acceptance by both parties and stated expiration dates. Volumes and materials represented in the quote are subject to commercial market accepted variances.

Buyboard contract # 694-23

Quote does not include applicable freight.

Approved by: _____ Date: _____ PO# _____

Thank you for the opportunity!
Col. 3:17



100 East Industrial Park Blvd, Beeville, TX,
78102

PHONE: 800-242-0122 FAX: 361-358-0418

WQ-10326665

Sourcewell

Awarded Contract

Contract # 040621-WQI

Sell To:

Contact Name Dalinda Cardenas
Bill To Name City of Edinburg
Bill To 415 W University Dr
Co City Secretary
Edinburg, TX 78541
USA
Email dcardenas@cityofedinburg.com
Phone (956) 388-8204

Ship To Name City of Edinburg
Ship To 8601 N Jasman Rd
Edinburg, TX 78540
USA
Quick Ship ☐

Quote Information

Salesperson Chance Hennig
Salesperson Email chennig@wastequip.com
Salesperson Phone (361) 362-4485
Expiration Date 11/14/2024
Quote Number WQ-10326665
Please Reference Quote Number on all
Purchase Orders

Product	Product Description	Quantity	Sales Price	Total Price
Container - TT - 2-0712	1.5 CY Side Load Container w/ 2 pc lid installed - must select optional retriever attachment	30.00	\$509.00	\$15,270.00
Container - TT - SLLID3	3 Piece Lids, Installed	30.00	\$53.00	\$1,590.00
Container - TT - SLPKAM	Pakmor Lift Attachment, Installed	30.00	\$138.00	\$4,140.00
Container - TT - 2-1136	2 CY Side Load Container w/ 2 pc lid installed - must select optional retriever attachment	30.00	\$547.00	\$16,410.00
Container - TT - SLLID3	3 Piece Lids, Installed	30.00	\$53.00	\$1,590.00
Container - TT - SLPKAM	Pakmor Lift Attachment, Installed	30.00	\$138.00	\$4,140.00
Container - TT - 2-1137	3 CY Side Load Container w/ 2 pc lid installed - must select optional retriever attachment	30.00	\$615.00	\$18,450.00
Container - TT - SLLID3	3 Piece Lids, Installed	30.00	\$53.00	\$1,590.00
Container - TT -	Pakmor Lift Attachment, Installed	30.00	\$138.00	\$4,140.00



100 East Industrial Park Blvd, Beeville, TX,
78102

PHONE: 800-242-0122 FAX: 361-358-0418

WQ-10326665

Sourcewell

Awarded Contract

Contract # 040621-WQI

SLPAKM				
Container - TT - 2-1139	4 CY Side Load Container w/ 2 pc lid installed - must select optional retriever attachment	30.00	\$678.00	\$20,340.00
Container - TT - SLPAKM	Pakmor Lift Attachment, Installed	30.00	\$138.00	\$4,140.00
Container - TT - SLLID3	3 Piece Lids, Installed	30.00	\$53.00	\$1,590.00
Container - TT - 125541	2 Cubic Yard Standard Duty Slant Front Load Container - Floor: 10 gauge, Walls: 12 gauge , Pockets: Heavy Duty with Three Way Fork Entry Guide, Top Channels: Interlocking, Primed and Painted Any Standard Color	30.00	\$499.00	\$14,970.00
Container - TT - 125543	3 Cubic Yard Standard Duty Slant Nestable Front Load Container - Floor: 10 gauge, Walls: 12 gauge , Pockets: Heavy Duty with Three Way Fork Entry Guide, Top Channels: Interlocking, Bottom Runners: 2 1/2" Tall Formed, Primed and Painted Any Standard Color	30.00	\$565.00	\$16,950.00
Container - TT - 125544	4 Cubic Yard Standard Duty Slant Front Load Container - Floor: 10 gauge, Walls: 12 gauge , Pockets: Heavy Duty with Three Way Fork Entry Guide, Top Channels: Interlocking, Bottom Runners: 2 1/2" Tall Formed, Primed and Painted Any Standard Color	30.00	\$630.00	\$18,900.00
Container - TT - 125534	6 Cubic Yard Standard Duty Slant Front Load Container - Floor: 10 gauge, Walls: 12 gauge, Pockets: Heavy Duty with Three Way Fork Entry Guide, Interlocking Top Channels with formed 10 gauge Bottom Runners, Primed and Painted Any Standard Color	30.00	\$796.00	\$23,880.00
Container - TN - 125539	8 Cubic Yard Standard Duty Hatchback Front Load Container - Floor: 10 gauge, Walls: 12 gauge with Horizontal V-Crimps for Added Strength, Doors: (2) 30"x 30" Sliding, Pockets: Heavy Duty with Three Way Fork Entry Guide, Top Channels: Interlocking, Bottom Runners: 2 1/2" Tall Formed, Primed and Painted Any Standard Color	30.00	\$986.00	\$29,580.00
Container - TT - 125537	8 Cubic Yard Standard Duty Flat Front Load Container - Floor: 10 gauge, Walls: 12 gauge with Horizontal V-Crimps for Added Strength, Doors: (2) 30"x 30" Sliding, Pockets: Heavy Duty with Three Way Fork Entry Guide, Top Channels: Interlocking, Bottom Runners: 2 1/2" Tall Formed, Primed and Painted Any Standard Color	30.00	\$958.00	\$28,740.00
Container - TT - 3-2988	10 Cubic Yard Heavy Duty Flat Front Load Container - Floor: 7 gauge, Walls: 10 gauge, Doors: (2) 16 gauge Sliding, Pockets: Heavy Duty with Three Way Fork Entry Guide, Interlocking Top Channels with formed 7 gauge Bottom Runners, Primed and Painted Any Standard Color	30.00	\$1,353.00	\$40,590.00
Container - TT - 159897T	20 Cubic Yard Standard Duty Bathtub Roll Off Container 22' Long - Floor: 7 gauge with 3" structural channels on 18" centers and 6"x 2"x 3/16" Structural Tubing Main Rails, Walls: 10 gauge with 4" x 3" x 3/16" Top Rails, Primed and Painted any Standard Color	30.00	\$4,379.00	\$131,370.00
Container - TT - 159899T	30 Cubic Yard Standard Duty Bathtub Roll Off Container 22' Long - Floor: 7 gauge with 3" structural channels on 18" centers and 6"x 2"x 3/16" Structural Tubing Main Rails, Walls: 10 gauge with 4" x 3" x 3/16" Top Rails, Primed and Painted any Standard Color	30.00	\$4,810.00	\$144,300.00
Container - TT - 159901T	40 Cubic Yard Standard Duty Bathtub Roll Off Container 22' Long - Floor: 7 gauge with 3" structural channels on 18" centers and 6"x 2"x 3/16" Structural Tubing Main Rails, Walls: 10 gauge with 4" x 3" x 3/16" Top Rails, Primed and Painted any Standard Color	30.00	\$5,636.00	\$169,080.00

Payment Terms Net 30 Days if credit has been established

Shipping Terms FOB Origin

Subtotal \$711,750.00

Shipping \$905.00

Tax \$0.00



100 East Industrial Park Blvd, Beeville, TX,
78102

PHONE: 800-242-0122 FAX: 361-358-0418

WQ-10326665

Sourcewell 

Awarded Contract

Contract # 040621-WQI

Grand Total \$712,655.00

Special Instructions

Special Instructions Delivery will be made to one location unless acknowledged otherwise. Customer to off load at time of delivery. Containers will be delivered on a flatbed tractor trailer. Customer will need to provide equipment and operator to offload containers from trailer.

PLEASE NOTE CONTAINERS WILL BE SHIPPED NESTED/STACKED TO SAVE ON FREIGHT CHARGES.

Additional Information

Additional Terms Our Quote serves as an offer to provide Products and/or services at the quantities and prices shown and is a good faith estimate, based on our understanding of your needs. By signing below, you indicate your acceptance of our offer which is expressly subject to the Wastequip Terms & Conditions of Sale ("Wastequip's Terms") located at: <https://www.wastequip.com/terms-conditions-sale>, as of the date set forth in Section 1(b) of the WQ T&C, which are made a part of this Quote. Wastequip's Terms may be updated from time to time and are available by hard copy upon request. Any changes or deviations to the terms of this Quote, including any different terms in an Order submitted by you, must be agreed upon in writing by both parties.

Additional Information Pricing is based on your anticipated Order prior to the expiration of this Quote, including product specifications, quantities and timing. Any differences to your Order may result in different pricing, freight or other costs. Due to volatility in petrochemical, steel and related Product material markets, actual prices and freight, are subject to change. We reserve the right, by providing notice to you at any time before beginning Product manufacturing, to increase the price of the Product(s) to reflect any increase in the cost to us which is due to any factor beyond our control (such as, without limitation, any increase in the costs of labor, materials, or other costs of manufacture or supply). Unless otherwise stated, materials and container sizes indicated on sales literature, invoices, price lists, quotations and delivery tickets are nominal sizes and representations – actual volume, Products and materials are subject to manufacturing and commercial variation and Wastequip's practices, and may vary from nominal sizes and materials. All prices are in US dollars; this Quote may not include all applicable taxes, brokerage fees or duties. If customer is not tax exempt, final tax calculations are subject to change.

Special Contract Information Sourcewell-Pricing & Product offerings are based on the Sourcewell Co-Operative Contract with Wastequip, LLC (#040621-WQI, eff. 06/02/2021) and such Contract terms & conditions are incorporated herein by reference. Pricing & Product (& related) changes may occur at any time with proper documentation, & subject to Sourcewell approval; therefore, offerings may change without written prior notice. Wastequip Product Limited Warranties, Disclaimers, Limitation of Liability & Remedies, & Limited Warranty Provisions apply to all purchases thereunder.

Signatures

Accepted By: _____

Company Name: _____

Date: _____

Purchase Order: _____

Please Reference Quote Number on all Purchase Orders



Chance Hennig

to me ▾

Mon, Nov 4, 9:58 AM (3 days ago)



yd		coal tar
2	\$	90.00
3	\$	95.00
4	\$	115.00
6	\$	145.00
8/10	\$	160.00

Chance Hennig

Wastequip-Toter RSM

830-358-0041

Chennig@wastequip.com

TOTER.com

Wastequip.com

“ NEW!! WASTEQUIP CUSTOMER FINANCE PROGRAM - Equipment loans/lines of credit/Municipality financing at competitive rates. * Up to 100% financing on new equipment purchases. Terms up to 84 months. Municipality financing terms up to 10 years with annual payments available. For details call: Will Kessler - Phone: [717-377-2312](tel:717-377-2312) - Email: wkessler@wastequip.com.

***Financing subject to credit approval and other criteria, qualifications and restrictions established by Wastequip and third-party lenders. See the Wastequip Equipment Finance Application for further details.”**



CITY OF EDINBURG - CITY COUNCIL

Meeting Date: November 19, 2024

AWARDING OF BIDS

Agenda Item No: 15.K.

Purchase: Law Enforcement Policy Manual and Daily Training
Subscription

1. Agenda Item:

Consider Authorizing the Purchase of a Law Enforcement Policy Manual and Daily Training Subscription from Lexipol, LLC, Through Sourcewell Contract No. 01822-LXP in the Amount of \$80,773.20. [Jaime Ayala, Chief of Police]

2. Description:

In an effort to continue providing efficient and cost-effective purchasing for the City of Edinburg, the city is a member of the following different Cooperative Purchasing Entities in the State of Texas, Houston Galveston Area Council (HGAC), Local Government Purchasing Cooperative (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 Statutes while identifying vendors of commodities, goods and services at extremely competitive bid prices.

Lexipol offers a comprehensive law enforcement policy manual solution. Its dedicated legal and content development teams consistently review state and federal laws, regulations, court decisions, and emerging best practices. Lexipol will develop new and updated policies and promptly deliver them to agencies, ensuring a streamlined and efficient process for keeping policy content current.

- Updates delivered to you through Lexipol's web-based content delivery platform
- Changes are presented in side-by-side comparison against existing policy to easily identify modifications/improvements
- The agency can accept, reject or customize each update

Lexipol's Full Implementation Service provides agencies with guided support to work through configuring all the policies. The full implementation timeline is within 1 year from the project start date.

If approved, the Edinburg Police Department will use forfeiture funding to pay for this service.

QTY	DESCRIPTION	UNIT PRICE	SOURCEWELL DISCOUNT	DISCOUNT AMOUNT	TOTAL
1	Annual Law Enforcement Policy Manual & Daily Training Bulletins w/Supplemental Publication Service w/Accreditation Workbench Premium (12 Months)	\$39,983.00	10%	\$3,998.30	\$35,984.70
1	Law Enforcement Full Implementation	\$49,765.00	10%	\$4,976.50	\$44,788.50

TOTAL \$80,773.20

3. Staff's Recommendation:

Approve Authorizing the Purchase of a Law Enforcement Policy Manual and Daily Training Subscription from Lexipol, LLC, Through Sourcewell Contract No. 01822-LXP in the Amount of \$80,773.20.

Reviewed by:

Jaime Ayala, Chief of Police

Prepared by:

Iris Alvarado, Management
Services Administrator
Rogelio Garcia, Special
Services Manager

Attachments:

A. Edinburg PD Policy & P1A MSA-sourcewell 1024 Quote



MASTER SERVICE AGREEMENT

Agency's Name: Edinburg Police Department
Agency's Address: 1702 S Closner
Edinburg, Texas 78539

Agency's Sourcewell Member ID: 186806

Attention: Chief Jaime Ayala

Sales Rep: Jean Farmer
Lexipol's Address: 2611 Internet Boulevard, Suite 100
Frisco, Texas 75034

Effective Date:

(to be completed by Lexipol upon receipt of signed Agreement)

This Master Service Agreement (the "Agreement") is entered into by and between Lexipol, LLC, a Delaware limited liability company ("Lexipol"), and the department, entity, or organization referenced above ("Agency"). This Agreement consists of:

- (a) this **Cover Sheet**
- (b) **Exhibit A** - Selected Services and Associated Fees
- (c) **Exhibit B** - Terms and Conditions of Service

This Agreement is entered into subject to the terms and conditions contained in **Sourcewell Contract Number 011822-LXP (the Sourcewell Contract)**. In the event of any conflict between the terms and conditions of this Agreement and the terms and conditions set forth in the Sourcewell Contract, the terms and conditions of the Sourcewell Contract shall control.

Each individual signing below represents and warrants that they have full and complete authority to bind the party on whose behalf they are signing to all terms and conditions contained in this Agreement.

Edinburg Police Department

Signature: _____

Print Name: _____

Title: _____

Date Signed: _____

Lexipol, LLC

Signature:  _____

Print Name: Jan Roos

Title: Vice President & General Counsel

Date Signed: 10-11-2024

Exhibit A

SELECTED SERVICES AND ASSOCIATED FEES

Agency is purchasing the following:

Lexipol LE Policy Subscription

QTY	DESCRIPTION	UNIT PRICE	SOURCEWELL DISC	DISC AMT	EXTENDED
1	Annual Law Enforcement Policy Manual & Daily Training Bulletins w/Supplemental Publication Service w/Accreditation Workbench Premium (12 Months)	USD 39,983.00	10%	USD 3,998.30	USD 35,984.70
	Subscription Line Items Total			USD 3,998.30	USD 35,984.70
				USD 3,998.30	USD 35,984.70
Lexipol LE Policy Subscription Sourcewell Discount:					USD 3,998.30
Lexipol LE Policy Subscription TOTAL:					USD 35,984.70

Implementation Project

QTY	DESCRIPTION	UNIT PRICE	SOURCEWELL DISC	DISC AMT	EXTENDED
1	Law Enforcement Full Implementation	USD 49,765.00	10%	USD 4,976.50	USD 44,788.50
	One-Time Line Items Total			USD 4,976.50	USD 44,788.50
				USD 4,976.50	USD 44,788.50
Implementation Project Sourcewell Discount:					USD 4,976.50
Implementation Project TOTAL:					USD 44,788.50

Discount Notes

Sourcewell Cooperative Purchasing Contract/SAE Discount

Exhibit B
Terms and Conditions of Service

These Terms and Conditions of Service (the “Terms”) govern the rights and obligations of Lexipol and Agency under this Agreement. Lexipol and Agency may each be referred to herein as a “Party” and collectively as the “Parties.”

1. Definitions. Each of the following capitalized terms will have the meaning included in this Section. Other capitalized terms are defined within their respective sections, below.

1.1 “Agency” means the department, agency, office, organization, company, or other entity purchasing and/or subscribing to Lexipol Services, as may be further denoted on the cover sheet to which these Terms are attached.

1.2 “Agency Data” means all data, information, and content owned by Agency prior to the Effective Date of this Agreement, or which Agency provides during the Term of this Agreement for purposes of identifying authorized users, confirming departmental information, or which are ancillary to receipt of Lexipol Services.

1.3 “Agreement” means the combination of the cover sheet (signature page); Exhibit A (“Selected Services and Associated Fees”); this Exhibit B; and any other documents attached hereto and expressly incorporated herein by reference.

1.4 “Custom Agreement Terms” refers to an optional section within Exhibit A which allows the Parties to modify this Agreement and/or incorporate additional exhibits or addenda by reference.

1.5 “Effective Date” means the date specified on the cover sheet (signature page), or as otherwise expressly set forth and agreed upon by Lexipol and Agency in writing and defined as the “Effective Date.”

1.6 “Initial Term” means the period commencing on the Effective Date and continuing for the length of time indicated on Exhibit A. If not so indicated, the default Initial Term is one (1) year from the Effective Date.

1.7 “Lexipol Content” means all content in any format including but not limited to written content, images, videos, data, information, and software multimedia provided by Lexipol and/or its licensors via the Services.

1.8 “Services” means all products and services, including but not limited to all online services, software subscriptions, content licensing, professional services, and ancillary support services as may be offered by Lexipol and/or its affiliates.

2. Term; Renewal. This Agreement becomes enforceable upon signature by Agency’s authorized representative, with an Effective Date as indicated on the cover page. This Agreement shall renew in successive one-year periods (each, a “Renewal Term”) on the anniversary of the Effective Date unless terminated as set forth herein. The Initial Term and all Renewal Terms collectively comprise the “Term” of this Agreement.

3. Termination.

3.1 For Convenience; Non-Appropriation. This Agreement may be terminated by Agency at any time for convenience (including due to lack of appropriation of funds) by providing written notice to Lexipol.¹

3.2 For Cause. This Agreement may be terminated by either party, effective immediately, (a) in the event the other party fails to discharge any obligation, including payment obligations, or remedy any default hereunder for a period of more than thirty (30) calendar days after it has been provided written notice of such failure or default; or (b) in the event that the other party makes an assignment for the benefit of creditors or commences or has commenced against it any proceeding in bankruptcy, insolvency or reorganization pursuant to the bankruptcy laws of any applicable jurisdiction.

3.3 Effect of Expiration or Termination. Upon the expiration or termination of this Agreement for any reason, Agency’s access to the Services ordered pursuant to Exhibit A herein shall cease unless Lexipol has, in its sole discretion, provided for their limited continuation. Termination or expiration of this Agreement shall not, however, relieve either party from any obligation or liability that has accrued under this Agreement prior to the date of such termination or expiration, including payment obligations.

¹ **Note:** Online Services fees are not eligible for refund, proration, or offset in the event of Agency’s termination for convenience as they are delivered in full as of the Effective Date. Fees pre-paid for Professional Services may be eligible for offset to the extent such Services have not been delivered.

4. **Fees; Invoicing.** Lexipol will invoice Agency at the commencement of the Initial Term and thirty (30) days prior to the commencement of each Renewal Term, if applicable. Agency agrees to remit payment within thirty (30) calendar days of receipt of Lexipol's invoice. Payments may be made electronically through Lexipol's online customer portal or by mailing a check to Lexipol, LLC at PO Box 676232 Dallas, TX 75267-6232 (Attn: Accounts Receivable). Agency is responsible for all third-party fees (e.g., wire fees, bank fees, credit card processing fees) incurred when paying electronically, and such fees are in addition to those listed on Exhibit A. Lexipol reserves the right to increase fees for Renewal Terms following notice to Agency. All fee amounts stated in Exhibit A are exclusive of taxes. Unless otherwise exempt, Agency is responsible for and will pay in full all taxes related to receipt of Lexipol's Services. If Agency is exempt, it must send its exemption certificate(s) to taxes@lexipol.com.

5. **Terms of Service.** The following provisions govern access to and use of specific Lexipol's Services:

5.1 **Online Services.** Lexipol's Online Services include all online services offered by Lexipol and its partners, affiliates, and licensors. Online Services include, without limitation, Lexipol's Policy Knowledge Management System ("KMS"), Learning Management System ("LMS")², Cordico wellness application(s), GrantFinder, Virtual Instructor-Led Training, and the LEFTA Systems suite of solutions (collectively, the "Online Services").

5.2 **Professional Services.** Lexipol's Professional Services include those Services that are not part of Lexipol's Online Services and which require the direct, hands-on professional expertise of Lexipol personnel and/or contractors, including implementation support for policy manuals and software, technical support for online learning, accreditation consulting, grant writing³, and projects requiring regular input from Lexipol's subject matter experts (collectively, "Professional Services"). Professional Services may also be referred to as "One-Time" Services on Exhibit A and may also include the provision of supplemental documentation from Lexipol's Professional Services team, either with this Agreement or during the provision of Service.

5.3 **Account Security.** Access to Lexipol's Services is personal and unique to Agency. Agency shall not assign, transfer, or provide access to Lexipol Services to any third party without Lexipol's prior written consent. Agency is responsible for maintaining the security and confidentiality of Agency's usernames and passwords and the security of Agency's accounts. Agency will immediately notify Lexipol if Agency becomes aware that any person or entity other than authorized Agency personnel has used Agency's account or Agency's usernames and/or passwords.

5.4 **Agency Data.** Lexipol's use of Agency Data is limited to providing and improving the Services, retaining records in the regular course of business, and complying with applicable legal obligations. Lexipol will use commercially reasonable efforts to ensure the security of all Agency Data, including technical and organizational measures to protect Agency Data against unauthorized or unlawful processing and against accidental loss, destruction, damage, theft, alteration or disclosure, including through measures specified by the National Institute of Standards and Technology (NIST). Lexipol's Services use the Secure Socket Layer (SSL) protocol, which encrypts information as it travels between Lexipol and Agency. However, data transmission on the internet is not always 100% secure and Lexipol cannot and does not warrant that information Agency transmits is 100% secure.

6. **Intellectual Property.** Lexipol's Services, and all Lexipol Content underlying such Services, are proprietary and, where applicable, protected under U.S. copyright, trademark, patent, and/or other applicable laws. By subscribing to Lexipol's Online Services, Agency and its personnel receive a personal, limited, non-sublicensable and non-assignable license to access and use such Services in conformity with these Terms. Nothing contained in this Agreement, and no course of dealing, shall be construed as conferring any right of ownership to Lexipol's Services or Lexipol Content. Lexipol's policy Content may be incorporated into Agency's final policies⁴, including beyond the expiration or termination of this Agreement, but Agency may not create other Derivative Works, share Lexipol Content with third parties, or commercialize Lexipol Content in any way. As used herein, other "Derivative Works" include any work product based on or which incorporates Lexipol Content, including any revision, modification, abridgement, condensation, expansion, compilation, or any other form in which Lexipol Content, or any portion thereof, is recast, transformed, or adapted. Agency acknowledges and agrees that Lexipol shall have no responsibility to update the Lexipol Content used by Agency beyond the Term of this Agreement and that Lexipol shall have no liability for Agency's creation or use of Derivative Works.

² LMS Services include, but are not limited to: PoliceOne Academy, FireRescue1 Academy, EMS1 Academy, Corrections1 Academy, and LocalGovU.

³ Agency is responsible for submitting all information reasonably required by Lexipol's grant writing team in a timely manner and always at least five (5) days prior to each grant application submission date. Agency is responsible submissions of final grant applications by grant deadlines. Failure to timely submit required materials to Lexipol's grant writing team will result in rollover of project fees to next grant application cycle, not a refund of fees. Requests for cancellation of grant writing services which have already begun will result in a 50% fee of the total value of the service.

⁴ NOTE: AGENCY ACKNOWLEDGES AND AGREES THAT, PRIOR TO USE OR FINAL PUBLICATION BY AGENCY, ALL AGENCY POLICIES AND DAILY TRAINING BULLETINS (DTBs) HAVE BEEN INDIVIDUALLY REVIEWED AND ADOPTED BY AGENCY. AGENCY ACKNOWLEDGES AND AGREES THAT IT, AND NOT LEXIPOL, WILL BE CONSIDERED THE "POLICY MAKER" WITH REGARD TO EACH AND EVERY SUCH POLICY AND DTB.

7. **Confidentiality.** Each Party may disclose information to the other Party that would be reasonably considered confidential, including Agency Data (collectively, "Confidential Information"). Upon receiving such Confidential Information, each Party will: (a) limit disclosure of such Confidential Information to authorized representatives only; (b) advise its personnel and agents of the confidential nature of such Confidential Information and of the obligations set forth in this Agreement; and (c) not disclose any Confidential Information to any third party unless expressly authorized by the disclosing Party. Notwithstanding the foregoing, this section shall not operate to limit Agency's disclosure authority pursuant to a valid governmental, judicial, or administrative order, subpoena, regulatory request, Freedom of Information Act request, Public Records Act request, or equivalent, provided that Agency notifies Lexipol of such disclosure, to the extent practicable, such that Lexipol may seek to make such disclosure subject to a protective order or other appropriate remedy to preserve the confidentiality of Lexipol's Confidential Information and trade secrets.

8. **Warranty.** LEXIPOL WARRANTS THAT IT SHALL NOT KNOWINGLY INFRINGE THE INTELLECTUAL PROPERTY RIGHTS OF OTHERS; THAT ITS SERVICES ARE PROVIDED IN A PROFESSIONAL AND WORKMANLIKE MANNER IN ACCORDANCE WITH PREVAILING INDUSTRY STANDARDS; AND THAT THEY SHALL BE FIT FOR THE SPECIFIC PURPOSES SET FORTH HEREIN. BEYOND THE FOREGOING, LEXIPOL'S SERVICES ARE PROVIDED "AS-IS" AND LEXIPOL DISCLAIMS ALL OTHER WARRANTIES, EXPRESS, IMPLIED, OR OTHERWISE.

9. **Indemnification; Limitation of Liability.** Lexipol will indemnify, defend, and hold harmless Agency from and against any and all loss, liability, damage, claim, cost, charge, demand, fine, penalty, or expense arising directly and solely out of Lexipol's acts or omissions in providing the Services. Each Party's cumulative liability resulting from any claims, demands, or actions arising out of or relating to this Agreement shall not exceed the aggregate amount of fees paid by Agency to Lexipol during the twelve-month period immediately prior to the assertion of such claim, demand, or action. In no event shall either Party be liable for indirect, incidental, consequential, special, exemplary damages, or lost profits.

10. **General Terms.**

10.1 **Entire Agreement.** This Agreement embodies the entire agreement between the Parties and supersedes all prior agreements with respect to the subject matter hereof. No representation, promise, or statement of intention has been made by either party that is not embodied herein. Terms and conditions set forth in any purchase order or other document that are inconsistent with or in addition to the terms and conditions set forth in this Agreement are rejected in their entirety and void, regardless of when received, without further action. No amendment, modification, or supplement to this Agreement shall be binding unless it is made in writing and signed by both parties.

10.2 **General Interpretation.** The terms of this Agreement have been chosen by the parties hereto to express their mutual intent. This Agreement shall be construed equally against each party without regard to any presumption or rule requiring construction against the party who drafted this Agreement or any portion thereof.

10.3 **Invalidity of Provisions.** Each provision contained in this Agreement is distinct and severable. A declaration of invalidity or unenforceability of any provision or portion thereof shall not affect the validity or enforceability of any other provision. Should any provision or portion thereof be held to be invalid or unenforceable, the parties agree that the reviewing authority should endeavor to give effect to the parties' intention as reflected in such provision to the maximum extent possible.

10.4 **Governing Law.** Each party shall maintain compliance with all applicable laws, rules, regulations, and orders relating to its obligations pursuant to this Agreement. This Agreement shall be construed in accordance with, and governed by, the laws of the state in which Agency is located, without giving effect to any choice of law doctrine that would cause the law of any other jurisdiction to apply.

10.5 **Assignment.** This Agreement may not be assigned by either party without the prior written consent of the other. Notwithstanding the foregoing, this Agreement may be assumed by a party's successor in interest through merger, acquisition, or consolidation without additional notice or consent.

10.6 **Waiver.** Either party's failure to exercise, or delay in exercising, any right or remedy under any provision of this Agreement shall not constitute a waiver of such right or remedy.

10.7 **Notices.** Any notice required hereunder shall be in writing and shall be made by certified mail (postage prepaid) to known, authorized recipients at such address as each party may indicate from time to time. In addition, electronic mail (email) to established and authorized recipients is acceptable when acknowledged by the receiving party.



CITY OF EDINBURG - CITY COUNCIL

Meeting Date: November 19, 2024

APPOINTMENTS

Agenda Item No: 16.A.

Advisory Board Appointments

1. Agenda Item:

Consider Appointments to the Following City Advisory Boards, Councils, Commissions and Committees: Airport Advisory Board of South Texas International Airport of Edinburg, One Member; Community Development Council, One Member; Edinburg Little League, Two Members; Edinburg Public Library Board, One Member; Zoning Board of Adjustments, One Member. [Clarice Y. Balderas, City Secretary]

2. Description:

City staff is presenting the following Appointment to the City Advisory Board, Council, Commission and Committee for consideration:

Airport Advisory Board of South Texas International Airport of Edinburg (1 Member) -

Function: It shall be the duty of the Board to formulate and submit to the City Council plans and recommendations for the use, operation and development of the municipal airport.

Present Member(s): Terry Canales

Application(s): Terry Canales, Christopher S. Moore

Community Development Council (1 Member) - Advising the City Council of the City of Edinburg, Texas, whenever requested to do so by the said City Council, on all matters related to the desirable, proper, and timely development of the City of Edinburg, Texas; as incidental to its defined purpose as indicated above, the Community Development Council may receive and review information and reports from citizens participation groups, as well as prepare recommendations to the City Council.

Present Member(s): Elizabeth Martinez

Application(s): Elizabeth Martinez

Edinburg Little League (2 Members) - The Board shall have full power to adopt bylaws for the regulation of its business and affairs. It shall have the duty of exercising general supervision over a comprehensive program of the Little League baseball and softball recreation activities and services in the city. The Board shall have like powers and duties with reference to other public or privately run Little League chartered programs.

Present Member(s): Frankie Joe Salinas and Ruben Vasquez

Application(s): Frankie Joe Salinas, Ruben Vasquez

Edinburg Public Library Board (1 Member) - Function: The Edinburg Public Library Advisory Board acts as a liaison between the community and City Council to promote and support library

services and programs. Board members also assist the Library Director in developing policies, promoting the library and planning the future of the library.

Present Member(s): Resigned

Application(s): Bernadette Perez, Lilia Brown, Crystal Rae Solis, Alexandra Rodriguez

Zoning Board of Adjustments (1 Member)- Function: The Zoning Board of Adjustments hears and decides appeals where it is alleged there is error of law in any order, requirement, decision, or determination made by the Building Inspector. The Board of Commissioners may from time to time amend, supplement or change by ordinance the boundaries of the districts or the regulations herein established.

Present Members: Gregory A. Vasquez

Applicants: Gregory A. Vasquez

CHAPTER 32: BOARDS, COUNCILS, COMMISSIONS AND COMMITTEES

Sec. 32.01 – Residence or tax paying status requirements for membership.

1. Unless otherwise provided for, all members of boards, councils, commissions, and committees appointed by the Mayor and/or City Council pursuant to provisions of the charter and ordinances and resolutions of the city shall be residents of the city or nonresident tax-paying property owners of the city but residing within the extraterritorial jurisdiction of the city.
2. Unless otherwise provided for, any member of a board, council, commission, or committee who, after such member's appointment, shall change such member's residence of property status so that such member does not comply with either of the qualifications set out above shall be deemed to have resigned from such board, council, commission, or committee.

Sec. 32.02 – Appointment of members; filling vacancy.

1. Unless otherwise provided by federal law, state law, the city charter, or city ordinance, all appointments to boards, councils, commissions, and committees shall be made by the City Council.
2. Unless otherwise provided by federal law, state law, the city charter, or city ordinance, and except for the Edinburg Economic Development Corporation and Civil Service Commission, all appointments to boards, councils, commissions, and committees shall serve two-year terms with no limits on the number of terms they may serve. Board members whose two-year term has ended may continue to serve until a replacement has been appointed.
3. Any vacancy, for whatever reason, of membership of any board, council, commission, or committee shall be filled by the Mayor and/or City Council in the same manner as the original appointment. Unless otherwise provided for, rather than serve out only the unexpired term of the vacant position, all appointees to fill vacancies shall begin a new, full term upon appointment.

Board Members are required to attend not less than 3/4 of the meetings scheduled; a vacancy is created if a member is absent three consecutive meetings, unless specifically excused at the

following meeting for purposes authorized by Resolution.

All appointments to the City Advisory Boards and Committees are at the discretion of the City Council. The City Council may choose from the list of applicants or appoint a resident meeting the requirements for membership.

3. Staff's Recommendation:

Approve Appointments to the Following City Advisory Boards, Councils, Commissions and Committees: Airport Advisory Board of South Texas International Airport of Edinburg, One Member; Community Development Council, One Member; Edinburg Little League, Two Members; Edinburg Public Library Board, One Member; Zoning Board of Adjustments, One Member.

Reviewed by:

Clarice Balderas, City Secretary

Prepared by:

Sarah Bryan
Administrative Specialist

Attachments:

None



CITY OF EDINBURG - CITY COUNCIL

Meeting Date: November 19, 2024

CONSENT AGENDA

Agenda Item No: 17.A.

Drug Testing and More services agreement

1. Agenda Item:

Consider Authorizing the City Manager to Renew an Agreement Between the City of Edinburg and Charles Medical Management dba Drug Testing and More (DTM) for an Additional One-Year Term at the Same Rates, Terms and Conditions, and Execute All Documents Related Thereto. [Belinda Torres, Director of Human Resources/Civil Service]

2. Description:

On December 14, 2023, the Drug Testing and More services agreement was approved by the City Manager for FY 2023-2024. Agreement terms are in effect through December 14, 2024.

The scope of services in the agreement include: pre-employment, return to work, post-accident, reasonable suspicion, and random testing.

Funding is available FY 2024-2025 General Fund – Human Resource Department General Operating Budget in the amount of \$40,800.

3. Staff's Recommendation:

Approve Authorizing the City Manager to Renew an Agreement Between the City of Edinburg and Charles Medical Management dba Drug Testing and More (DTM) for an Additional One-Year Term and Execute All Documents Related Thereto.

Reviewed by:

Belinda Torres, Director of Human Resources/Civil Service

Prepared by:

Lizette Gomez, Assistant
Director of Human
Resources

Attachments:

A. C-131-24 Charles Medical Management dba DTM for Drug and Alcohol Testing Services



CONTRACT NO.

C-131-24

City Manager Approved:

December 14, 2023

To:

Myra L. Ayala, City Manager/Marissa
Belinda Torres, HR Director/Laura C.
Clarice Balderas, City Secretary
Joe Rios, Central Files



From:

Martha Tidwell
Martha Tidwell Legal Assistant

City Attorney's Office

Phone: (956) 388-8923

Email: mjenkins@cityofedinburg.com

Agreement between the City of Edinburg and Charles Medical Management dba DTM for Drug and Alcohol Testing Services, for pre-employment testing, return to work/duty, post-accident testing, reasonable suspicion, physicals, promotional, assignment pay, and random testing.

COMMENTS:

12-13-23 Omar, please approve. _____

12-13-23 Marissa, please have City Manager sign and return originals to me.

12-15-23 Clarice, please attest and return to me for further processing.

12-18-23 Laura, an original for your files.

12-18-23 Joe, an original/counterpart for Central Files.

MEMORANDUM

DATE: December 5, 2023
TO: Myra L. Ayala, City Manager
FROM: Belinda Torres, Director of Human Resources 

SUBJECT: Drug and Alcohol Testing Services Agreement

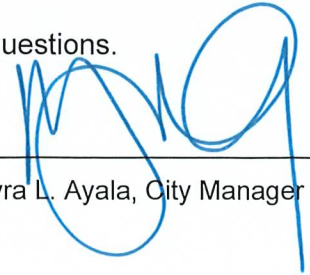
Attached you will find the service agreement for drug and alcohol testing services between the City of Edinburg and Charles Medical Management dba DTM for review and approval. After discussion with Finance/ Purchasing department, it is recommended that this service agreement will not require approval by City Council since the department has a budgeted line item of \$28,800 available through FY 23-24 General Fund for these services. However, the city went out for proposals via OpenGov to seek qualified providers of drug and alcohol testing services who can assist the city in providing a drug-free, healthful and safe workplace. Based on the evaluation conducted to include previous service history and pricing, we are recommending to proceed with the services with Charles Medical Management dba DTM. They are our current vendor and will continue to provide services for pre-employment testing, return to work/duty, post-accident testing, reasonable suspicion, physicals, promotional, assignment pay, and random testing.

Attachments requiring signatures:

Agreement between City of Edinburg and Charles Medical Management dba DTM

- ☐ Approved by City Council on _____ City Council approved final form of the agreement on _____
- ☒ Approval by City Council not required
- ☒ Meets purchasing requirements
- ☒ This item is Budgeted
- ☒ Contract Exhibits completed and valid (including Insurance Certificate, if applicable)

Please review and let me know if you have additional questions.

Reviewed by:  _____ Approved by:  _____
Omar Ochoa, City Attorney Myra L. Ayala, City Manager

STATE OF TEXAS	§	AGREEMENT BETWEEN THE CITY OF EDINBURG AND CHARLES MEDICAL MANAGEMENT dba DTM FOR DRUG AND ALCOHOL TESTING SERVICES
COUNTY OF HIDALGO	§	
CITY OF EDINBURG	§	

The City of Edinburg, Hidalgo County, Texas, a municipal corporation, (hereinafter “City”) and Charles Medical Management dba DTM (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. City Shall pay Vendor for the on-call services requested at the unit prices in Exhibit A. Vendor shall submit all invoices to the 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) twelve months from the date of execution or (ii) until the Services are declared complete in a written instrument signed by the City Manager. The City, in its sole option, may elect to renew this Agreement for an additional one year term up to a total of 3 renewal terms.

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 threatened 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:

Charles Medical Management dba DTM
Attn: Dan Velazquez
723 E. University
Edinburg, TX 78539

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

SECTION 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**

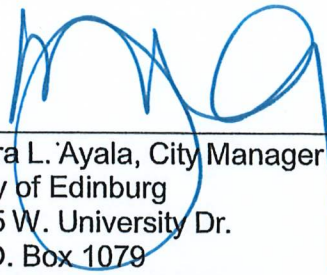
A. This Agreement may be amended only by written instrument signed by all parties.

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.

EXECUTED by the parties in triplicate originals on this 14th day of December, 2023.

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

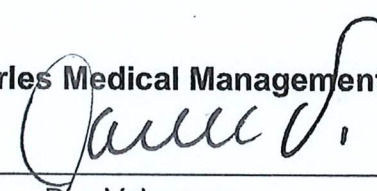


APPROVED AS TO FORM:

Omar Ochoa Law Firm, P.C.

BY: 
Omar Ochoa
City Attorney

Charles Medical Management dba DTM

BY: 

Dan Velazquez
723 E. University
Edinburg, TX 78539
Phone: (956) 562-2915
Email: dtm@drugtestingandmore.com

Attachments: Exhibit "A" Proposal Document Report No. 2023-018
Exhibit "B" Insurance

**EXHIBIT "A" TO AGREEMENT BETWEEN THE CITY OF EDINBURG AND
CHARLES MEDICAL MANAGEMENT dba DTM FOR DRUG AND ALCOHOL
TESTING SERVICES**



City of Edinburg
Purchasing
Criselda Lozano, Purchasing Manager
415 W. University Drive, Edinburg, TX 78541

PROPOSAL DOCUMENT REPORT

RFP No. 2023-018

Drug and Alcohol Testing Services

RESPONSE DEADLINE: September 19, 2023 at 3:00 pm

Report Generated: Wednesday, September 20, 2023

Charles Medical Management Services, LLC dba DTM Proposal

CONTACT INFORMATION

Company:

Charles Medical Management Services, LLC dba DTM

Email:

dtm@drugtestingandmore.com

Contact:

Dan Velazquez

Address:

723 E. University
2112 W. University #356
Edinburg, TX 78539

Phone:

N/A

Website:

www.dtmdrugtestingandmore.com

Submission Date:

Sep 19, 2023 1:12 PM

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.

Essay_2.pdf

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

Document_2023-09-19_124728OfficeoftheSecretaryofState.pdfDocument_2023-09-19_124728OfficeoftheSecretaryofState.pdf

3. Please upload your current insurance certificate.*

Please upload your current insurance certificate.

DTM_(1).pdf

4. 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](#)

DocumentConflictofInterestCOE23.pdf

PLEASE FILL OUT AND SIGN THE GENERAL QUESTIONNAIRE AND UPLOAD HERE*

Please download the below documents, complete, and upload.

- [GENERAL QUESTIONNAIRE.pdf](#)

Document_2023-09-19_124728OfficeoftheSecretaryofState.pdf

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

- [LITIGATION DISCLOSURE FORM.pdf](#)

Document_LitigationFormCOE23.pdf

PLEASE FILL OUT AND SIGN HB 89 AND UPLOAD HERE*
HB 89

(35) 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](#)

Document_HouseBill89IsraelCOE23.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...](#)

Document_2023-09-17_164714COEHousebill23.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...](#)

9-18-23.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...](#)

9-18-23.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>

Document_COEConflictofInterest23.pdfDocumentConflictofInterestCOE23.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

5. Questionnaire

IS YOUR ORGANIZATION AFFILIATED WITH ANOTHER COMPANY? IF SO, DESCRIBE THE "AFFILIATED" FOR THE PURPOSE OF THIS RFP, MEANS OWNED BY ANOTHER COMPANY, OWNED BY A COMMON CONTROLLING SHAREHOLDER OR INTEREST HOLDER*

No.

IS THE ORGANIZATION AUTHORIZED TO DO BUSINESS IN THE STATE OF TEXAS (INCLUDE TAX/BUSINESS ID#/ IF APPLICABLE)?*

Yes.

HAS THE ORGANIZATION BEEN INVOLVED IN LITIGATION WITHIN THE LAST FIVE (5) YEARS? IF THE ANSWER IS YES, PLEASE EXPLAIN FULLY, IDENTIFYING THE PARTIES OF ALL SUCH LITIGATION, THE COURT IN WHICH THE CASE WAS OR IS PENDING, AND THE STATUS OF RESOLUTION OF THE LITIGATION. *

No.

LIST THOSE SERVICES THAT THE ORGANIZATION ANTICIPATES SUBCONTRACTING TO OTHER COMPANIES.*

None.

LIST THE SUBSTANCE ABUSE PROFESSIONAL (SAP)*

F Heath Smith

PROVIDE CERTIFICATIONS OR LICENSES FOR THE SUBSTANCE ABUSE PROFESSIONAL (SAP)*
SAP_HEATH_SMITH_.pdf

LIST THE MEDICAL REVIEW OFFICER (MRO)*
Steven Paschall MD

PROVIDE CERTIFICATIONS OR INCENSES FOR THE MEDICAL REVIEW OFFICER (MRO)*
IMG_0005.jpeg

DOES THE ORGANIZATION ANTICIPATE ANY MERGERS, TRANSFER OF ORGANIZATION OWNERSHIP, MANAGEMENT REORGANIZATION, OR DEPARTURE OF KEYS PERSONNEL WITHIN THE NEXT SIX (6) MONTHS THAT MAY AFFECT THE ORGANIZATION'S ABILITY TO CARRY OUT ITS PROPOSAL?*

No.

EXPLAIN THE PROCESS THE CITY WOULD HAVE TO FOLLOW TO REPORT ANY AFTERHOURS AND ONSITE REQUEST*

Note_Taking_2.pdf_0001.pdf

PROVIDE THE NUMBER OF STAFF EMPLOYED AND NUMBER OF EMPLOYEES AVAILABLE FOR AFTERHOURS, ON-SITE AND HOLIDAY REQUESTS*

DTM currently has eleven employees. DTM has four - five employees available for after-hours and Holiday incidents.

PROVIDE SYSTEM USED TO REPORT THE DRUG TESTING RESULTS?*

The MRO will release the results of the drug test to DTM whereby DTM will release the result to the City.

IS THE SYSTEM AVAILABLE FOR CITY OF EDINBURG EMPLOYEES TO ACCESS, IF SO HOW MANY USERS?*

The CRL Oasis Portal is available to the City and the number of employees that can have access is not limited.

PLEASE PROVIDE THE NAME, TITLE, CERTIFICATIONS AND CONTACT INFORMATION FOR THE PERSON WHOM THE CITY WILL HAVE DIRECT CONTACT WITH FOR THE DURATION OF SERVICES*

Dan Velazquez Director of Operations

[\(956\) 562-2915](#)

[\(956\) 205-0103](#)

PRICE TABLES

PRICING PER TEST REQUEST AND SERVICES

All prices must include all laboratory services and related fees, as well as courier fees and pick-up fees

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Drug Test - Urine (Non-DOT), including MRO	750	ea	\$40.00	\$30,000.00
2	Drug Test - Hair Follicle (Non-DOT), including MRO	750	ea	\$85.00	\$63,750.00
3	Drug Test - Oral fluid (Non-DOT), including MRO	750	ea	\$0.00	\$0.00
4	Drug Test - Urine (DOT), including MRO	150	ea	\$40.00	\$6,000.00
5	Drug Test - Hair Follicle (DOT), including MRO	150	ea	\$0.00	\$0.00
6	Drug Test - Oral fluid (DOT), including MRO	150	ea	\$0.00	\$0.00
7	Breath Alcohol Test (DOT, Non-DOT)	350	ea	\$25.00	\$8,750.00
8	On-site Testing services	1	ea	\$75.00	\$75.00
9	After Hour services	1	ea	\$75.00	\$75.00
10	Administrative fees	1	ea	\$0.00	\$0.00

PROPOSAL DOCUMENT REPORT
RFP No. 2023-018
Drug and Alcohol Testing Services

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
11	All Other: not listed, lab test or substance testing	1	ea	\$25.00	\$25.00
12	All New: not listed, lab test or substance testing	1	ea	\$100.00	\$100.00
TOTAL					\$108,775.00

**EXHIBIT "B" TO AGREEMENT BETWEEN THE CITY OF EDINBURG AND CHARLES
MEDICAL MANAGEMENT dba DTM FOR DRUG AND ALCOHOL TESTING
SERVICES**



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/05/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must 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 Atlantis Insurance Agency 929 E Esperanza ave Unit 3 McAllen TX 78501		CONTACT NAME: Marko Saenz PHONE (A/C, No, Ext): 956-782-0707 FAX (A/C, No): 956-782-0708 E-MAIL ADDRESS: Msaen@atlantisinsgroup.com PRODUCER CUSTOMER ID #:	
INSURED DTM 726 E University Dr Edinburg TX 78539		INSURER(S) AFFORDING COVERAGE INSURER A : Syndicate at Lloyds INSURER B : Progressive Insurance INSURER C : Texas Mutual Insurance INSURER D : INSURER E : INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC			W3201E230201	03/30/2023	03/30/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
B	AUTOMOBILE LIABILITY ☐ ANY AUTO ☒ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS			968907440	04/20/2023	10/20/2023	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DEDUCTIBLE RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☒ Y ☐ N (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below			0002059018	04/09/2023	04/09/2024	WC STATUTORY LIMITS ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Professional Liability			W3201E230201	03/30/2023	03/30/2024	\$1,000,000 / \$3,000,000

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

CERTIFICATE HOLDER

CANCELLATION

CITY OF EDINBURG 415 W UNIVERSITY DR EDINBURG TX 78539	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Marko Saenz 
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CITY OF EDINBURG - CITY COUNCIL

Meeting Date: November 19, 2024

CONSENT AGENDA

Agenda Item No: 17.B.

Water Line Access Agreement between City and North Alamo Water Supply Corporation

1. **Agenda Item:**

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

2. **Description:**

This agreement will involve the installation of fire hydrants, and appurtenances to provide fire protection services for Provence Ridge Subdivision. The property owner/developer will be responsible for the material and installation costs, and the City will incur maintenance costs.

Provence Ridge Subdivision is within the North Alamo Water Supply Corporation Water Certificate of Convenience and Necessity (CCN) and is located inside the city limits.

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 Provence Ridge Subdivision.

Reviewed by:

Gerardo Carmona, Director of Utilities
Tomas Reyna, Assistant City Manager

Approved - 11/14/2024

Final Approval - 11/15/2024

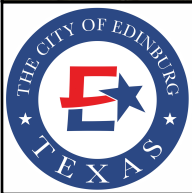
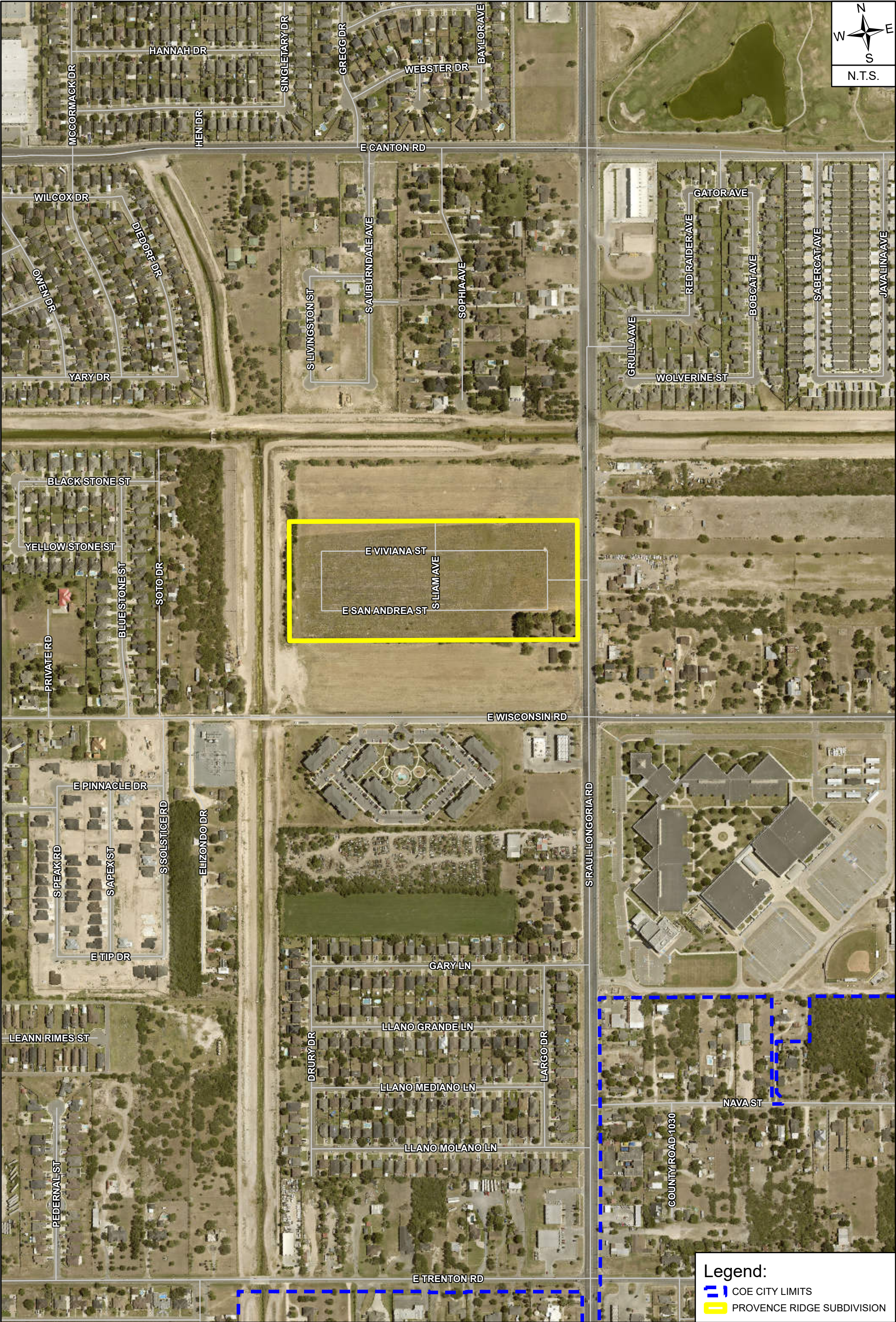
Prepared by:

Vanessa Velasquez,
Administrative Assistant

Attachments:

A. Agreement - Provence Ridge Subdivision

LOCATION MAP



PROVENCE RIDGE SUBDIVISION

REQUESTED BY: UTILITIES DEPARTMENT | **CREATED BY:** ENGINEERING DEPARTMENT - GIS DIVISION | **DATE:** OCTOBER 31, 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

Myra L. Ayala, City Manager
City of Edinburg
415 W. University Drive
Edinburg, Texas 78541

Via U.S Postal Service

**RE: Waterline Access Agreement - North Alamo Water Supply Corporation, City of Edinburg,
Texas Delta I, LLC - Provence Ridge Subdivision**

Dear Ms. Ayala:

Enclosed please find four (4) original **Waterline Access Agreements** ("**Agreement**") for the Provence Ridge 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



CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2024-1229689

Date Filed:
10/22/2024

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.

NAWSCWAA111
Waterline Access Agreement for the Provence Ridge Subdivision

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Texas Delta I, LLC	La Blanca, 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, Edinburg, TX, 78542-9707, USA
(street) (city) (state) (zip code) (country)

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

Executed in Hidalgo County, State of Texas, on the 22 day of October, 2024
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)

STATE OF TEXAS

COUNTY OF HIDALGO

§
§
§
§
§

BETWEEN:

NORTH ALAMO WATER SUPPLY
CORPORATION AND CITY OF
EDINBURG

**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, Texas Delta I, LLC ("Owner") is constructing a subdivision on the property described in **Exhibit "A"**, Provence Ridge 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,

pipng, 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_____.

ATTEST:

THE CITY OF EDINBURG
415 W. University Dr.
Edinburg, Texas 78541

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

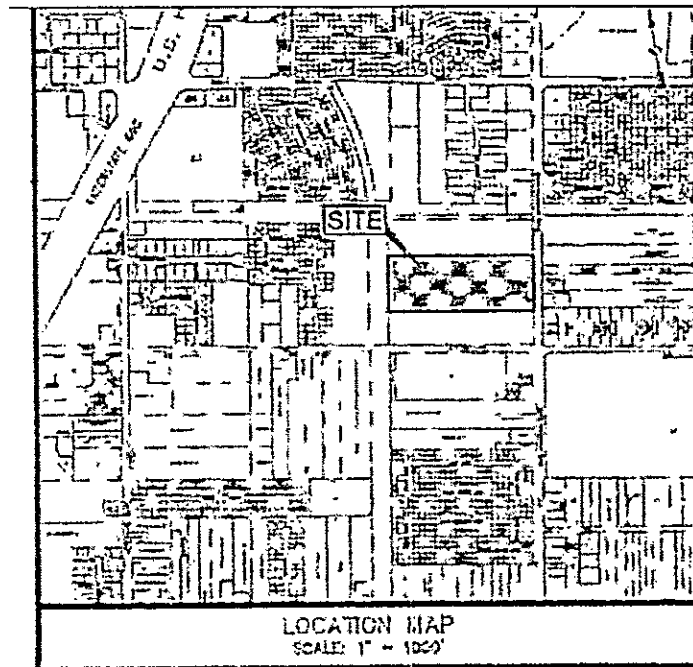
EXHIBIT "A"

A 16.74 Acre Tract of Land, more or less, out of Lot 5, Block 1, JOHN CLOSNER, ET AL SUBDIVISION or Porciones 71 and 72, Hidalgo County, Texas, as per the Map or Plat thereof recorded in Volume 0, Page 4, Map records of Hidalgo County, Texas.

PROVENCE RIDGE SUBDIVISION

(PRIVATE)

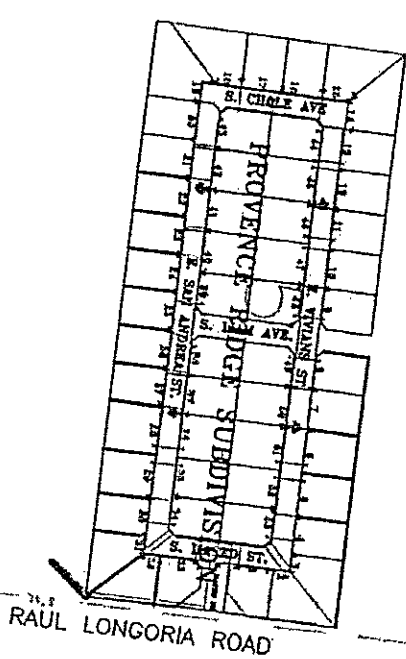
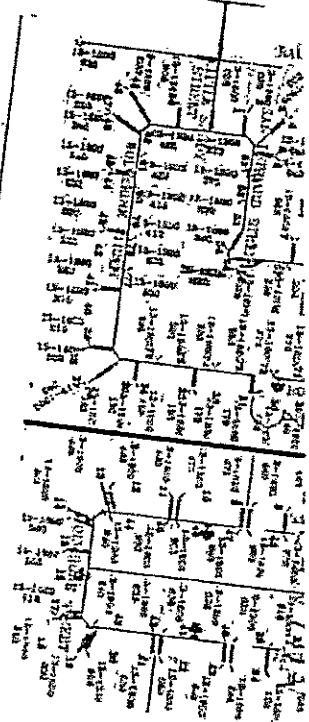
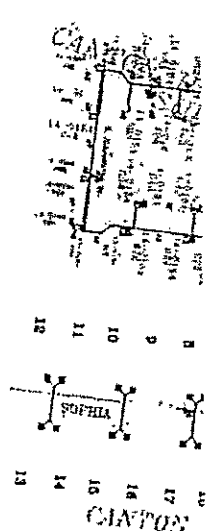
BEING A 16.74 ACRES TRACT OF LAND, MORE OR LESS OUT OF
LOT 5, BLOCK 1, JOHN CLOSNER, ET AL SUBDIVISION OR
PORCIONES 71 AND 72, HIDALGO COUNTY, TEXAS, RECORDED IN
VOLUME 0, PAGE 4, MAP RECORDS OF HIDALGO COUNTY, TEXAS.



FILED FOR RECORD IN
HIDALGO COUNTY
ARTURO GUAJARDO, JR.
HIDALGO COUNTY CLERK

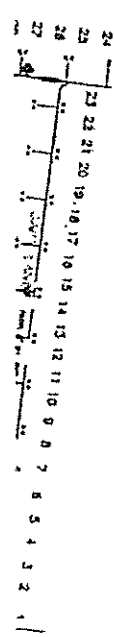
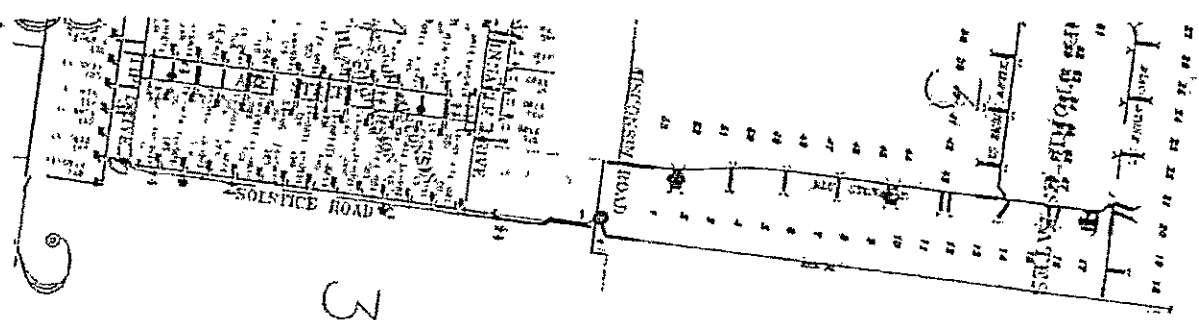
ON: 10/2/21 AT 3:16 AM PM
INSTRUMENT NUMBER 3586372
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS

BY: E. J. [Signature] DEPUTY



THE HEIGHTS SUBDIVISION

E.C.I.S.D. = 51
Edinburg High School



[illegible]

RELEAS DELTA 1, 12
REACHING A CANTO PARALOS

STATE OF TEXAS
COUNTY OF DALLAS

INVESTIGATIVE UNIT AND ALL OF OFFICE. THE DAY

NOTARY PUBLIC, HUSBAND FOR THE
STATE OF TEXAS
MY COMMISSION EXPIRES

**SUBDIVISION PLAT OF
PROVENCE RIDGE
SUBDIVISION
(PRIVATE)**

BEING A 15.74 ACRES TRACT OF LAND, MORE OR LESS OUT OF LOT 5, BLOCK 1, JOHN CLOSER, ET AL SUBDIVISION OR PORCIONES 71 AND 72, HIDALGO COUNTY, TEXAS, RECORDED IN VOLUME 0, PAGE 4, MAP RECORDS OF HIDALGO COUNTY, TEXAS.

THE UNDERSIGNED MAYOR OF THE CITY OF BIRMINGHAM, HEREBY CERTIFY THAT THIS INFORMATION PLAT
CONFORMS TO ALL REQUIREMENTS OF THE BIRMINGHAM SECURITIES ACT OF 1905, CHAP. 26, § 25-26, IN
CERTIFICATE OF APPROVAL.

31.59

3077863 27.11.2018 15.54

[illegible]

3142
 45-7078-10-21
 H.L. 230, 231, 232

STATE OF TEXAS
COUNTY OF TARRANT

_____, DAY OF _____, 19____

THE HONORABLE COUNTY ATTORNEY HEREBY RECEIVES

157151



DATE 11-1-67 BY AM/PM
 PREPARED BY
 OF THE WAR RECORDS OF MINNEAPOLIS, MINN.

THE UNDERSIGNED, CHAIRMAN OF THE PLANNING AND ZONING COMMISSION OF THE CITY OF BIRMINGHAM, HEREBY CERTIFY THAT THE SUBMITTED PLAN CONFORMS TO ALL REQUIREMENTS OF THE SUBORDINATING REGULATIONS OF THIS CITY IN RESPECT OF ITS APPROVAL IS REQUIRED.

STATE OF TEXAS
COUNTY OF HARRIS



WILLIAM A. HANCOCK, SUPPL.
DEPT. PROFESSORIAL & JNG. STAFF, VPI, 1953

STATE OF TEXAS
COUNTY OF HUNT



THE ABOVE INFORMATION IS
CLASSIFIED "FOUO" BY 60378

THE TIES ARE BOUND

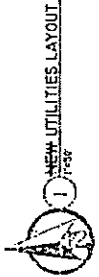
[illegible][illegible][illegible][illegible][illegible]

TABLE FOR CONVERTING -	
INCHES	MILLIMETERS
1/16	1.5875
1/8	3.1750
3/16	4.7625
1/4	6.3500
5/16	7.9375
3/8	9.5250
7/16	11.1125
1/2	12.7000
9/16	14.2875
5/8	15.8750
11/16	17.4625
3/4	19.0500
7/8	20.6375
1	25.4000

EXHIBIT "B"

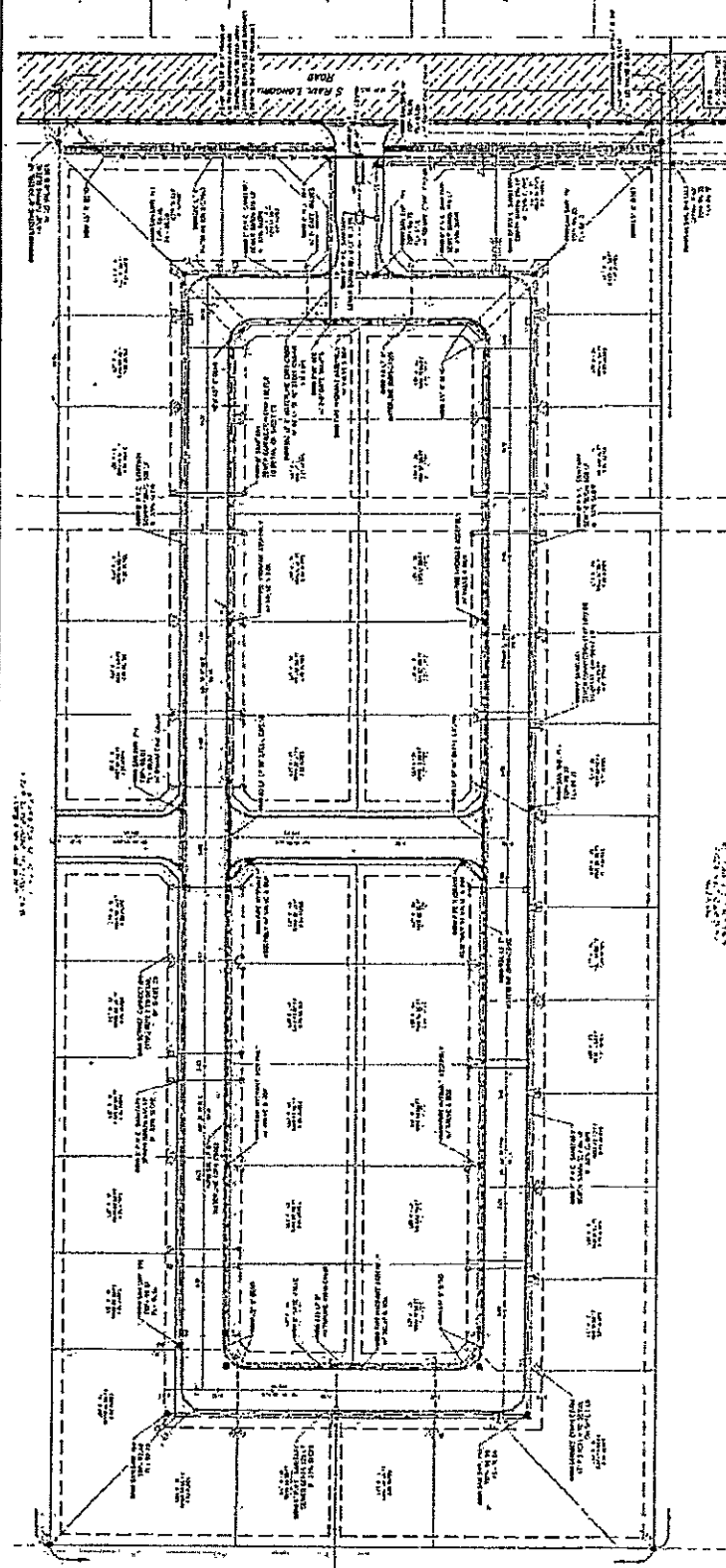
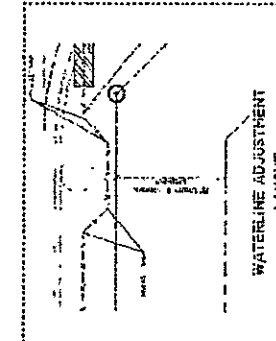
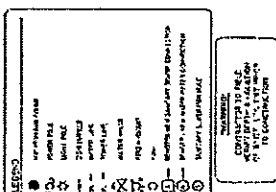
Fire Hydrant Installation

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.

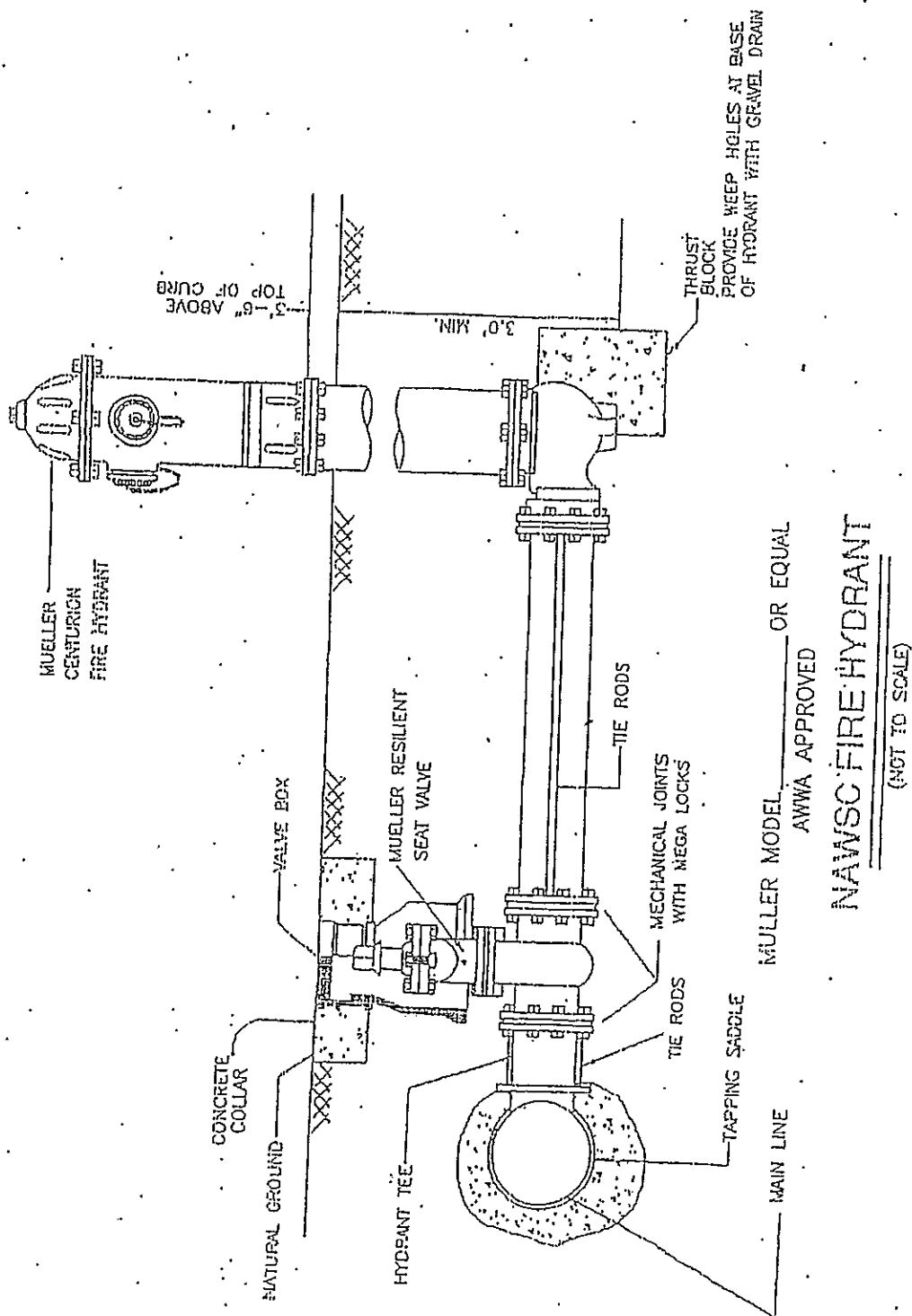


1 NEW UTILITIES LAYOUT

NOTES:
 1. ALL UTILITIES SHALL BE INSTALLED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE TEXAS STATE ENGINEERING AND SURVEYING BOARD'S (TSEB) STANDARDS AND SPECIFICATIONS.
 2. ALL UTILITIES SHALL BE INSTALLED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE TEXAS STATE ENGINEERING AND SURVEYING BOARD'S (TSEB) STANDARDS AND SPECIFICATIONS.
 3. ALL UTILITIES SHALL BE INSTALLED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE TEXAS STATE ENGINEERING AND SURVEYING BOARD'S (TSEB) STANDARDS AND SPECIFICATIONS.



UTILITY PLAN NOTES:
 1. ALL UTILITIES SHALL BE INSTALLED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE TEXAS STATE ENGINEERING AND SURVEYING BOARD'S (TSEB) STANDARDS AND SPECIFICATIONS.
 2. ALL UTILITIES SHALL BE INSTALLED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE TEXAS STATE ENGINEERING AND SURVEYING BOARD'S (TSEB) STANDARDS AND SPECIFICATIONS.
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 4. ALL UTILITIES SHALL BE INSTALLED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE TEXAS STATE ENGINEERING AND SURVEYING BOARD'S (TSEB) STANDARDS AND SPECIFICATIONS.
 5. ALL UTILITIES SHALL BE INSTALLED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE TEXAS STATE ENGINEERING AND SURVEYING BOARD'S (TSEB) STANDARDS AND SPECIFICATIONS.
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 7. ALL UTILITIES SHALL BE INSTALLED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE TEXAS STATE ENGINEERING AND SURVEYING BOARD'S (TSEB) STANDARDS AND SPECIFICATIONS.
 8. ALL UTILITIES SHALL BE INSTALLED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE TEXAS STATE ENGINEERING AND SURVEYING BOARD'S (TSEB) STANDARDS AND SPECIFICATIONS.
 9. ALL UTILITIES SHALL BE INSTALLED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE TEXAS STATE ENGINEERING AND SURVEYING BOARD'S (TSEB) STANDARDS AND SPECIFICATIONS.
 10. ALL UTILITIES SHALL BE INSTALLED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE TEXAS STATE ENGINEERING AND SURVEYING BOARD'S (TSEB) STANDARDS AND SPECIFICATIONS.



MUELLER MODEL _____ OR EQUAL
AWWA APPROVED

NAWSC FIRE HYDRANT

(NOT TO SCALE)



CITY OF EDINBURG - CITY COUNCIL

Meeting Date: November 19, 2024

CONSENT AGENDA

Agenda Item No: 17.C.

Water Line Access Agreement between City and North Alamo Water Supply Corporation

1. Agenda Item:

Consider Authorizing the City Manager to Enter Into a Waterline Access Agreement with North Alamo Water Supply Corporation to Provide Fire Protection Services to the Edinburg Service Center. [Gerardo Carmona Jr, P.E., Director of Utilities]

2. Description:

This agreement will involve the installation of fire hydrants, and appurtenances to provide fire protection services for the Edinburg Service Center. The City will be responsible for the material and installation costs, and will incur maintenance costs.

The Edinburg Service Center is within the North Alamo Water Supply Corporation Water Certificate of Convenience and Necessity (CCN) and is located inside the city limits.

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 the Edinburg Service Center.

Reviewed by:

Gerardo Carmona, Director of Utilities
Tomas Reyna, Assistant City Manager

Approved - 11/14/2024

Final Approval - 11/15/2024

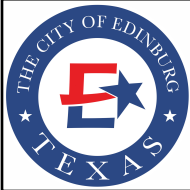
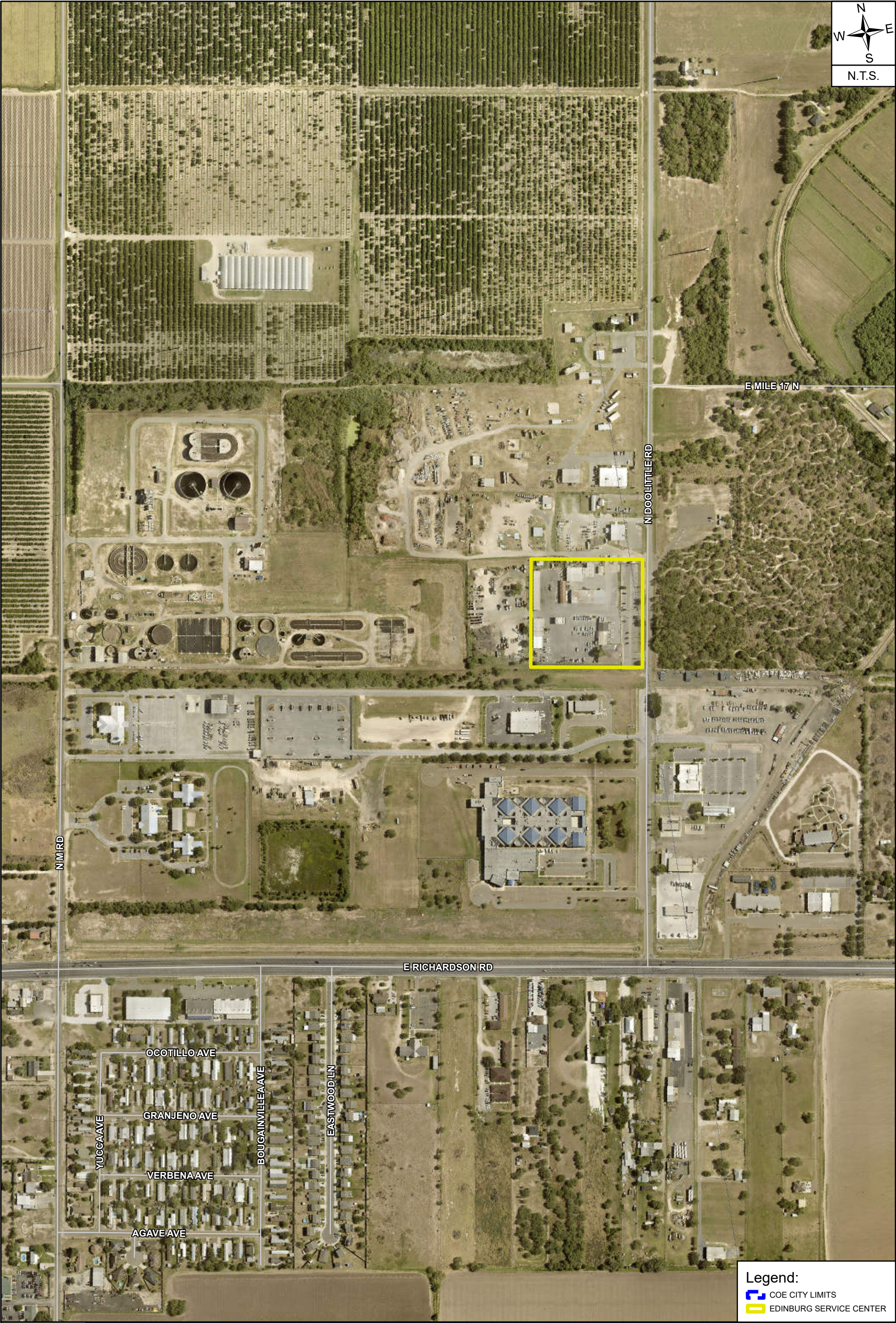
Prepared by:

Mirelda Garza Ramirez,
Administrative Specialist

Attachments:

A. Agreement - Edinburg Service Center

LOCATION MAP



EDINBURG SERVICE CENTER

Legend:

COE CITY LIMITS

EDINBURG SERVICE CENTER

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 17, 2024

Myra L. Ayala, City Manager
City of Edinburg
415 W. University Drive
Edinburg, Texas 78541

Via U.S Postal Service

RE: Waterline Access Agreement - North Alamo Water Supply Corporation and City of Edinburg - Edinburg Service Center

Dear Ms. Ayala:

Enclosed please find three (3) original **Waterline Access Agreements** ("**Agreement**") for the Edinburg Service Center 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.

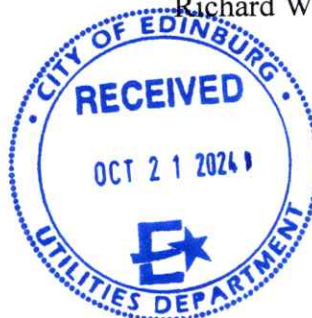
Thank you for your attention to this matter. If you should have any questions, please do not hesitate to call.

Sincerely,

/S/ Richard W. Fryer

Richard W. Fryer

RWF/kb
Enclosures



CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2024-1227768

Date Filed:
10/17/2024

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.

NAWSCWAA110
Edinburg Service Center Waterline Access Agreement

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.



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, Edinburg, TX, 78542-9707, USA
(street) (city) (state) (zip code) (country)

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

Executed in Hidalgo County, State of Texas, on the 17 day of October, 20 24
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)

STATE OF TEXAS

COUNTY OF HIDALGO

§
§
§
§
§

BETWEEN:

NORTH ALAMO WATER SUPPLY
CORPORATION AND CITY OF
EDINBURG

**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, City ("Owner") is constructing improvements on the property described in **Exhibit "A"**, Edinburg Service Center (the "**Property**") and the City requires fire protection for the Property 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 Property 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 PROPERTY, 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 Property at a point to be chosen by NAWSC, and shall have access to the Property 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 Property. 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 Property 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 Property. 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_____.

ATTEST:

THE CITY OF EDINBURG
415 W. University Dr.
Edinburg, Texas 78541

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 §

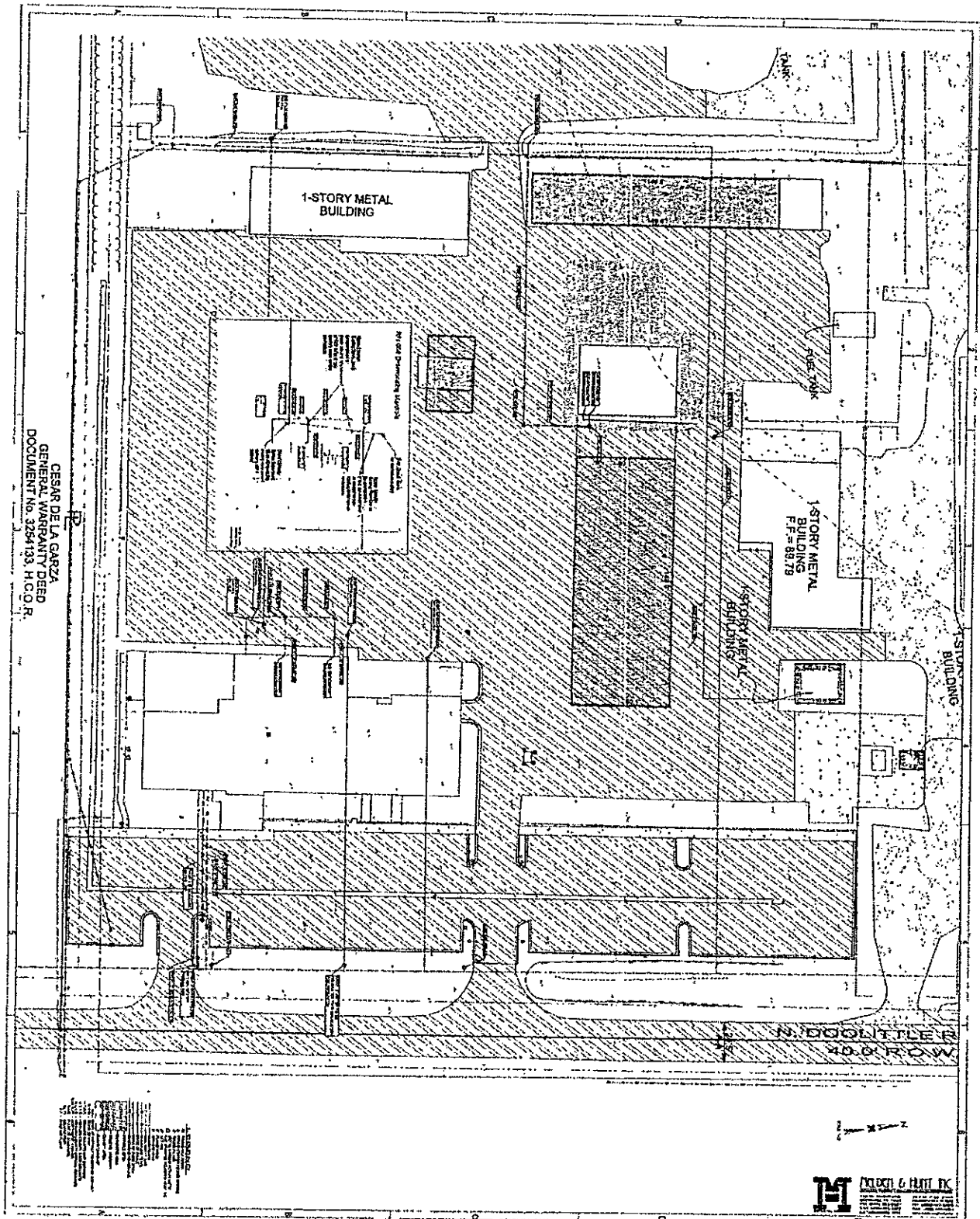
BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Steven P. Sanchez, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he is General Manager of North Alamo Water Supply Corporation, 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"

The South 23.53 acres of Lot 11, Block 245, TEXAS-MEXICAN RAILWAY COMPANY'S SURVEY OF LANDS in Hidalgo County, Texas.



CESAR DE LA GARZA
GENERAL WARRANTY DEED
DOCUMENT NO. 3254133, H.C.O.R.

NOTED: SEE SHEET 1000 FOR UTILITY LAYOUT.

ARCHITECTS

GIGNAC ARCHITECTS
ARCHITECTS
2701 N. LOOP WEST, SUITE 200
EDINBURG, TEXAS 78149
TEL: 361-2222
FAX: 361-2222
WWW.GIGNACARCHITECTS.COM

**SERVICE CENTER UPGRADES
EDINBURG
EDINBURG, TEXAS**



DATE: 10/10/10
BY: [Signature]
CHECKED: [Signature]
APPROVED: [Signature]

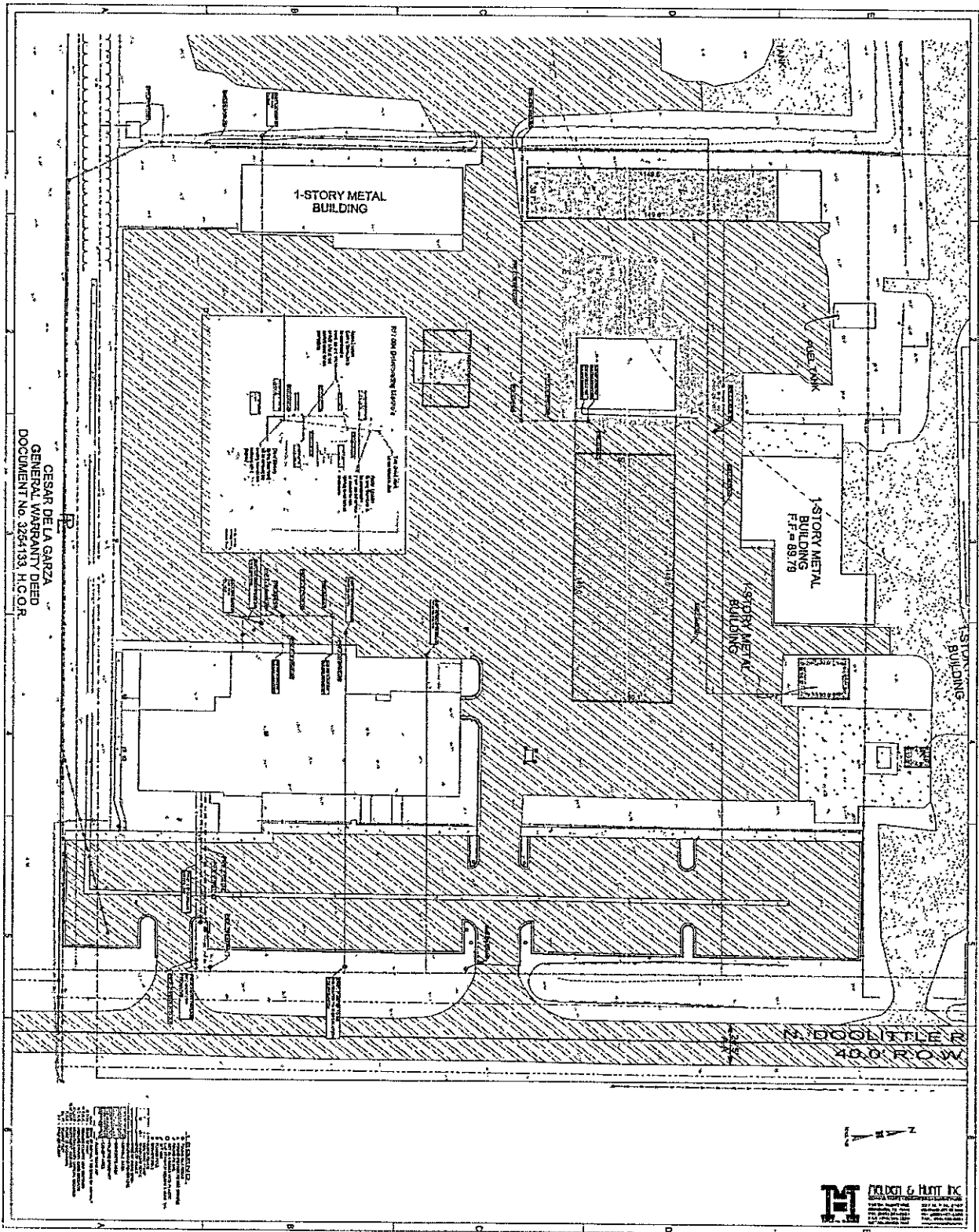
100% SEALED SET

UTILITY
LAYOUT

C3

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.



CESAR DELA GARZA
 GENERAL WARRANTY DEED
 DOCUMENT NO. 324133 H.C.O.R.

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FOURCH & HUNT, INC.
 ARCHITECTS
 1000 N. GULF
 SUITE 100
 EDINBURG, TEXAS 78141
 (281) 486-1111
 www.fourch.com

SERVICE CENTER UPGRADES
 EDINBURG
 EDINBURG, TEXAS

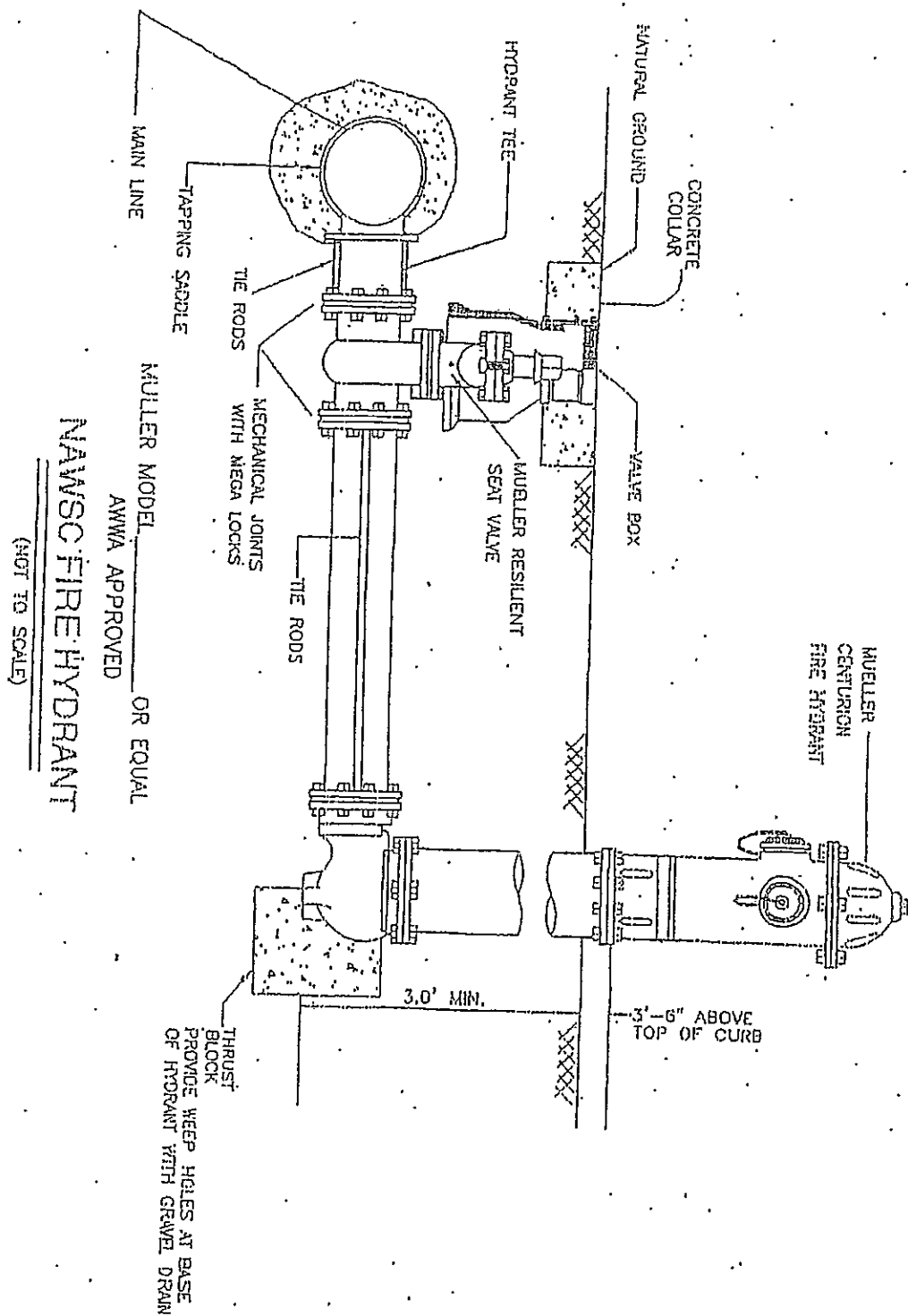


Project Name	Service Center Upgrades
Project No.	SCU-2018-001
Client	Edinburg City
Scale	As Shown
Date	10/15/2018

100% SCALED SET
 SHEET 1 OF 1

UTILITY
 LAYOUT

C3





CITY OF EDINBURG - CITY COUNCIL

Meeting Date: November 19, 2024

CONSENT AGENDA

Agenda Item No: 17.D.

Disposition of Records

1. Agenda Item:

Consider Authorizing the Disposition of Approximately 88 Cubic Feet (Boxes of Letter Size Records) of Non-Vital City Records in Accordance with City's Records Management Program and the Texas State Library and Archives Commission Local Records Retention Schedules. [Clarice Y. Balderas, City Secretary]

2. Description:

The City Secretary Department maintains an active Central File System as part of the City's Records Management Program. City departments that maintain record copies are responsible for inventorying the records and submitting requests for disposition to the City Secretary Department. All retention dates for the proposed disposition of records have expired and have been assessed to ensure they comply with the Texas Local Retention Schedules; therefore, staff is requesting disposition of the records that have met their retention period.

By copy of this agenda item and recommendation all City Departments are notified that any non-record copies and digital copies of the records listed for disposition are required to also be disposed of at the same time as the record copy.

The City's Records Committee consists of the City Manager, City Secretary, City Attorney, and Finance Director. If the disposition of records is approved by City Council the Committee will then execute the required forms ascertaining the records listed have been reviewed for applicable value before they are disposed.

3. Staff's Recommendation:

Approve Authorizing the Disposition of Approximately 88 Cubic Feet (Boxes of Letter Size Records) of Non-Vital City Records in Accordance with the City's Records Management Program and Texas State Library and Archives Commission Local Records Retention Schedules.

Reviewed by:

Clarice Balderas, City Secretary

Prepared by:

Joe Rios, Records Processing
Supervisor

Attachments:

- A. 2023-2024 DISPOSITION OF RECORDS
- B. DISP of RCDS LAWS

**DISPOSITION OF RECORDS FOR FY 2023-2024
PRESENTED TO CITY COUNCIL ON NOVEMBER 19, 2024**

Box No.	Document Description	Date	Rec. No.	Records Retention Description	Retention Period	Disposition Date
GRANTS DEVELOPMENT						
1 9371	CDBG Program Year 39 Project Files (Box 1)	10/2020	4	Grant Development Administration Records	GR1025-08a	10/2024
2 9372	CDBG Program Year 39 Project and Vendor Files (Box 2)	10/2020	4	Grant Development Administration Records	GR1025-08a	10/2024
3 9373	CDBG Year 40 Project Files (Box 1)	10/2020	4	Grant Development Administration Records	GR1025-08a	10/2024
4 9374	CDBG Year 40 Project and Vendor Files (Box 2)	10/2020	4	Grant Development Administration Records	GR1025-08a	10/2024
5 9375	CDBG Year 40 PSA Reimbursement Requests (Box 3)	10/2020	4	Grant Development Administration Records	GR1025-08a	10/2024
6 9376	CDBG Year 41 Vendor Files	10/2020	4	Grant Development Administration Records	GR1025-08a	10/2024
7 9377	Copies of Travel Requests, payroll, General Fund Funding Requests (16)	10/2020	4	Grant Development Administration Records	GR1025-08a	10/2024
8 9378	Housing Assistance – Released Client Files: Emma Flores-421 West Stubbs; Raquel Sanchez-903 S. 19th; Marta S. Rodriguez- 210 N. 28th; Otila Lozano-520 N. 20th; Rosa M. Flores- 1116 W. Smith; Martin Ramirez-2908 E. Mesquite	10/2020	4	Grant Development Administration Records	GR1025-08a	10/2024
9 10020	CDBG Program Administration General Correspondence	09/2019 – 10/2020	4	Grant Development Administration Records	GR1025-08a	10/2024
10 10021	CDBG 40th Year Action Plans & CAPERS	09/2019 – 10/2020	4	Grant Development Administration Records	GR1025-08a	10/2024

11	10022	CDBG 41st Year Project Files & Payables (Box 1 of 2)	09/2019 – 10/2020	4	Grant Development Administration Records	GR1025-08a	10/2024
12	10023	CDBG 41st Year Project Files (Box 2 of 2)	09/2019 – 10/2020	4	Grant Development Administration Records	GR1025-08a	10/2024
13	10024	CDBG Program Administration Annual Action Plans 38th Year and 39th Year Draw Downs	09/2019 – 10/2020	4	Grant Development Administration Records	GR1025-08a	10/2024
14	10026	CDBG 40th Year Request for funding	09/2019 – 10/2020	4	Grant Development Administration Records	GR1025-08a	10/2024
15	10027	CDBG CAPERS	09/2019 – 10/2020	4	Grant Development Administration Records	GR1025-08a	10/2024
16	10028	CDBG Affordable Homes of South TX & CDC of South TX Statements	09/2019 – 10/2020	4	Grant Development Administration Records	GR1025-08a	10/2024
17	10029	CDBG Request for funding Applications 38th Year - 40th Year	09/2019 – 10/2020	4	Grant Development Administration Records	GR1025-08a	10/2024
18	10030	CDBG Tax Credit Applications	09/2019 – 10/2020	4	Grant Development Administration Records	GR1025-08a	10/2024
19	10031	CDBG 43rd Program Year Project Files	09/2019 – 10/2020	4	Grant Development Administration Records	GR1025-08a	10/2024
20	10032	CDBG Travel Reports, Training Manuals HAC/CDC Minutes 37th - 40th Year	09/2019 – 10/2020	4	Grant Development Administration Records	GR1025-08a	10/2024
21	10033	CDBG General Correspondence	09/2019 – 10/2020	4	Grant Development Administration Records	GR1025-08a	10/2024
22	10034	CDBG Affordable Homes of South TX-Statements	09/2019 – 10/2020	4	Grant Development Administration Records	GR1025-08a	10/2024
23	10035	CDBG Annual Action Plans & CAPERS 43rd	09/2019 – 10/2020	4	Grant Development Administration Records	GR1025-08a	10/2024

24	10036	CDBG 41st Conference Documents	09/2019 – 10/2020	4	Grant Development Administration Records	GR1025-08a	10/2024
25	10037	CDBG 41st HUD Conference & Director Meeting Documents	09/2019 – 10/2020	4	Grant Development Administration Records	GR1025-08a	10/2024
26	10038	CDBG 41st Employee Benefits & Committee Meetings	09/2019 – 10/2020	4	Grant Development Administration Records	GR1025-08a	10/2024
27	10039	CDBG 41st Training Manuals	09/2019 – 10/2020	4	Grant Development Administration Records	GR1025-08a	10/2024
28	10040	CDBG Annual Action Plans & CAPERS	09/2019 – 10/2020	4	Grant Development Administration Records	GR1025-08a	10/2024
29	10041	CDBG 41st Budget	09/2019 – 10/2020	4	Grant Development Administration Records	GR1025-08a	10/2024
30	10042	CDBG 39th Annual Action Plans	09/2019 – 10/2020	4	Grant Development Administration Records	GR1025-08a	10/2024
31	10043	CDBG 39th Annual Action Plans & Home Application	09/2019 – 10/2020	4	Grant Development Administration Records	GR1025-08a	10/2024
32	10044	CDBG Community Development Budgets Fiscal Year 39th	09/2019 – 10/2020	4	Grant Development Administration Records	GR1025-08a	10/2024
33	10045	Copies of CDBG Employee Department Files Leave Forms	09/2019 – 10/2020	4	Grant Development Administration Records	GR1025-08a	10/2024
34	10046	CDBG 38th CPS Working Files	09/2019 – 10/2020	4	Grant Development Administration Records	GR1025-08a	10/2024
35	10047	Grants General Correspondence	09/2019 – 10/2020	4	Grant Development Administration Records	GR1025-08a	10/2024
36	10048	CDBG 39th Training Conference Materials	09/2019 – 10/2020	4	Grant Development Administration Records	GR1025-08a	10/2024

37	10049	CDBG Community Development Budgets Fiscal Year 41st	09/2019 – 10/2020	4	Grant Development Administration Records	GR1025-08a	10/2024
38	10050	41st CDBG ERR's	09/2019 – 10/2020	4	Grant Development Administration Records	GR1025-08a	10/2024
39	10051	CDBG Vehicle Inspection Forms	09/2019 – 10/2020	4	Grant Development Administration Records	GR1025-08a	10/2024
40	10052	43rd year CDBG Training Materials/ HUD Meetings	09/2019 – 10/2020	4	Grant Development Administration Records	GR1025-08a	10/2024
41	10058	CDBG Home Cancelled Files	09/2019 – 10/2020	4	Grant Development Administration Records	GR1025-08a	10/2024
42	10059	CDBG 21st-38th Year Reconstruction/Rehabilitation Loan Contracts (1/2)	09/2019 – 10/2020	4	Grant Development Administration Records	GR1025-08a	10/2024
43	10060	CDBG 33rd-40th Year Reconstruction/Rehabilitation Grant Contract (2/2)	09/2019 – 10/2020	4	Grant Development Administration Records	GR1025-08a	10/2024
44	10061	CDBG 25th-40th Reconstruction Grant Program	09/2019 – 10/2020	4	Grant Development Administration Records	GR1025-08a	10/2024
45	10062	39th Year housing Reconstruction/Rehabilitation Loans	09/2019 – 10/2020	4	Grant Development Administration Records	GR1025-08a	10/2024
46	10063	Albores Subdivision Grant Records	09/2019 – 10/2020	4	Grant Development Administration Records	GR1025-08a	10/2024
47	10064	CDBG Housing Reconstruction/Rehabilitation Program Box 1: 24th Year, 25th Year, 28th Year	09/2019 – 10/2020	4	Grant Development Administration Records	GR1025-08a	10/2024
48	10065	CDBG Housing Reconstruction/Rehabilitation Program Box 2: 28th Year, 29th Year, 20th Yea	09/2019 – 10/2020	4	Grant Development Administration Records	GR1025-08a	10/2024

49	10066	CDBG Housing Reconstruction/ Rehabilitation Program Box 3: 26th Year and 27th Year	09/2019 - 10/2020	4	Grant Development Administration Records	GR1025-08a	10/2024
50	10067	CDBG Housing Reconstruction/Rehabilitation Program Box 4: 37th Year, 38th Year, 39th Year	09/2019 - 10/2020	4	Grant Development Administration Records	GR1025-08a	10/2024
51	10068	CDBG Housing Reconstruction/ Rehabilitation Program Box 5: 35th Year and 37th Year	09/2019 - 10/2020	4	Grant Development Administration Records	GR1025-08a	10/2024
52	10069	CDBG Housing Reconstruction/ Rehabilitation Program Box 6: 31st Year, 32nd Year, 33rd Year	09/2019 - 10/2020	4	Grant Development Administration Records	GR1025-08a	10/2024
53	10070	CDBG Housing Reconstruction/ Rehabilitation Program Box 7: 33rd Year, 34th Year and 36th Year	09/2019 - 10/2020	4	Grant Development Administration Records	GR1025-08a	10/2024
54	10071	CDBG Housing Reconstruction/ Rehabilitation Program Box 8: 30th Year and 31st Year	09/2019 - 10/2020	4	Grant Development Administration Records	GR1025-08a	10/2024
55	10072	CDBG Housing Reconstruction/ Rehabilitation Program Box 9: 2000, 27th Year, 28th Year and 29th Year	09/2019 - 10/2020	4	Grant Development Administration Records	GR1025-08a	10/2024
56	10081	Housing Assistance Program - CDBG - Canceled Applicant Files	09/2020 - 10/2020	4	Grant Development Administration Records	GR1025-08a	10/2024
57	10082	Down payment Assistance Program (NTP-TDHCA)	09/2020 - 10/2020	4	Grant Development Administration Records	GR1025-08a	10/2024
58	10083	Housing Assistance Program - CDBG - Canceled Contractor Files	09/2020 - 10/2020	4	Grant Development Administration Records	GR1025-08a	10/2024
59	10084	Housing Assistance Program - Rehab\Recon Assistance Antonio Lara, Maria Zapata, Lydia Cantu, Deobigilda Flores Guadalupe Moreno, Francisco& Eloisa Porras	09/2020 - 10/2020	4	Grant Development Administration Records	GR1025-08a	10/2024

60	10085	Home Construction Acquisition Loan Program (HCALP)	09/2020 - 10/2020	4	Grant Development Administration Records	GR1025-08a	10/2024
61	10086	Home Construction Acquisition Loan Program (HCALP)	09/2020 - 10/2020	4	Grant Development Administration Records	GR1025-08a	10/2024
62	10087	HCALP Applicant Files, Single Family Border Housing Initiative Administration File, HOME III and HOME II Administration Files	09/2020 - 10/2020	4	Grant Development Administration Records	GR1025-08a	10/2024
63	10088	HOME II Applicant Files	09/2020 - 10/2020	4	Grant Development Administration Records	GR1025-08a	10/2024
64	10089	NTP-TDHCA COE Down Payment Assistance Program	09/2020 - 10/2020	4	Grant Development Administration Records	GR1025-08a	10/2024
65	10090	NTP-TDHCA COE Down Payment Assistance Program	09/2020 - 10/2020	4	Grant Development Administration Records	GR1025-08a	10/2024
66	10091	Housing Assistance Program – CDBG Cancelled Files	09/2020 - 10/2020	4	Grant Development Administration Records	GR1025-08a	10/2024
67	10092	Housing Assistance Program – Program Withdrawn Applications	09/2020 - 10/2020	4	Grant Development Administration Records	GR1025-08a	10/2024
68	10093	Section 108 Loan - Documents	09/2020 - 10/2020	4	Grant Development Administration Records	GR1025-08a	10/2024
69	10094	CDBG Training Materials	09/2020 - 10/2020	4	Grant Development Administration Records	GR1025-08a	10/2024
70	10095	Home I and Home II Administration Files	09/2020 - 10/2020	4	Grant Development Administration Records	GR1025-08a	10/2024
71	10096	41st CDBG Housing Assistance Program-Rebab\Recon Assistance	09/2020 - 10/2020	4	Grant Development Administration Records	GR1025-08a	10/2024
FINANCE							

72	10688	Customer Bill Records/Ach & online returns	10/2022	2	Service Application and Deposit Records	UT5000-19	10/2024
73	10661	Customer Bill Records/ Water Stubs	08/2021	3	Customer Billing Records	UT5000-04b	08/2024
74	11130	Daily Cash Reports - Accounts Receivable Records	10/2021	3	Accounts Receivable Records	GR1025-27b	10/2024
75	11131	Daily Cash Reports - Accounts Receivable Records	10/2021	3	Accounts Receivable Records	GR1025-27b	10/2024
76	11203	Customer Bill Records/Water Stubs	10/2021	3	Customer Billing Records	UT5000-04b	10/2024
77	11223	Service Application - Work Orders	10/2022	2	Service Application and Deposit Records	UT5000-19	10/2024
78	11226	Service Application - Work Orders	09/2022	2	Service Application and Deposit Records	UT5000-19	09/2024
79	11302	Bid Documents	09/2021	3	Bids & Bid Documents	GR1075-01a	09/2024
MUNICIPAL COURT							
80	9922	Finalized Cases #/C/Ct	10/2019	5	Criminal Case Papers	LC2350-04a	10/2024
81	9923	Finalized Cases E Tickets	10/2019	5	Criminal Case Papers	LC2350-04a	10/2024
82	9924	Finalized Cases E Tickets	10/2019	5	Criminal Case Papers	LC2350-04a	10/2024
83	9925	Finalized Cases E Tickets	10/2019	5	Criminal Case Papers	LC2350-04a	10/2024
84	9926	Finalized Cases E/E2	10/2019	5	Criminal Case Papers	LC2350-04a	10/2024
POLICE DEPT							
85	8588	Second and Third Degree Felonies	10/2014	10	Offense Investigation Records	PS4125-05b	10/2024

86	8590	Second and Third Degree Felonies	10/2014	10	Offense Investigation Records	PS4125-05b	10/2024
CITY SECRETARY							
87	10123	Application for Certificate Copy of Birth & Death Certificate	10/2014	10	Offense Investigation Records	PS4125-05b	10/2024
WORLD BIRDING CENTER							
88	10600	Daily Cash Reports - Accounts Receivable Records	09/2021	3	Accounts Receivable Records	GR1025-27b	09/2024

Source: Texas State Library and Archives Commission <https://www.tsl.texas.gov/slrn/pubs/bulletind#Ch201>

TEXAS LOCAL GOVERNMENT CODE

Title 6. Records

Subtitle C. Records Provisions Applying to More Than One Type of Local Government

CHAPTER 202. DESTRUCTION AND ALIENATION OF RECORDS

Section 202.001. DESTRUCTION OF RECORDS.

(a) A local government record may be destroyed if:

1. the record is listed on a valid records control schedule and either its retention period has expired or it has been microfilmed or stored electronically in accordance with the requirements of Chapters 204 and 205;
2. the record appears on a list of obsolete records as provided by Section [203.044](#); or
3. the record is not listed on a records retention schedule issued by the commission and the local government provides notice to the commission at least 10 days before destroying the record as required by Section [441.169](#), Government Code.

(b) The following records may be destroyed without meeting the conditions of Subsection (a):

1. records the destruction or obliteration of which is directed by an expunction order issued by a court pursuant to state law; and
2. records defined as exempt from scheduling or filing requirements by rules adopted by the commission or listed as exempt in a records retention schedule issued by the commission.

Added by Acts 1989, 71st Leg., ch. 1248, Sec. 1, eff. Sept. 1, 1989. Amended by Acts 2017, 85th Leg., R.S., Ch. 1149 (H.B. 557), Sec. 9, eff. September 1, 2017; Acts 2019, 86th Leg., ch. 533 (H.B. 1962), Sec. 13, eff. September 1, 2019.

City of Edinburg – Code of Ordinances

CHAPTER 34 – RECORDS AND INFORMATION MANAGEMENT

RECORDS MANAGEMENT PROGRAM

Sec. 34.24 - Retention and disposition schedules.

Sec. 34.24 - Retention and disposition schedules.

- (A) *Required.* All city offices and departments shall adopt records retention and disposition schedules and destroy, transfer or otherwise dispose of records only according to such schedules.
- (B) *Development; authority granted; revision.*
- (1) Retention periods to be included in records schedules shall be submitted by the Records Manager to the Finance Officer and City Attorney, who shall notify the Records Manager within ten working days of his approval or of any objection to a retention period. At the expiration of the ten-day period, if no objection has been submitted, the records schedule shall be adopted and shall have full force as sufficient authorization for records destruction or other action. If objection is made, the Records Manager shall determine a retention period satisfactory to the office or department concerned, to the Finance Officer and to the City Attorney.
 - (2) When a records retention and disposition schedule is adopted, it shall thenceforth constitute full authority to destroy, transfer, microphotograph or take other actions, and the City Council hereby directs that such action be taken by the Records Manager or under his or her supervision. The Records Manager shall notify the State Librarian of intended destruction, as required by law, but no further notice to the City Council or other city office shall be required.
 - (3) Revision of retention periods shall be submitted for review to the City Attorney and City Finance Officer in the same manner as the original retention periods.

('82 Code, §§ 2-106, 2-107) (Ord. 1270, passed 2-2-88)

State Law reference— Records control schedules, V.T.C.A., Local Government Code § 203.041.



CITY OF EDINBURG - CITY COUNCIL

Meeting Date: November 19, 2024

CONSENT AGENDA

Agenda Item No: 17.E.

Minutes for Approval

1. Agenda Item:

Consider Approving the City Council Minutes for the following: 2024 Regular Meetings: August 20, 2024, and September 03, 2024, and 2024 Special Meetings: July 11, 2024, July 16, 2024, and July 30, 2024. [Clarice Y. Balderas, City Secretary]

2. Description:

The City Secretary Department prepares and maintains the legislative history of all City Council meetings for historic and public purposes in accordance to the:
City of Edinburg Code of Ordinances, Charter, Article III. Procedures of the City Council, Legislation, Section 6: Introduction and Passage of Ordinances and Resolutions. The City Code of Ordinances states, “yeas and nays shall be taken upon the passage of all ordinances and resolutions and entered upon the journal of proceedings of the City Council.”

Texas Government Code; Title 5. Open Government; Ethics; Subtitle A. Open Government; Chapter 551. Open Meetings; Subchapter A. General Provisions and Subchapter B. Record of Open Meeting:

Sec. 551.021. Minutes or Recording of Open Meeting Required “(a) A governmental body shall prepare and keep minutes or make a recording of each open meeting of the body. (b) The minutes must: (1) state the subject of each deliberation; and (2) indicate each vote, order, decision, or other action taken.”

Sec. 551.022. Minutes and Recording of Open Meeting: Public Record; and the 2022 Texas Open Meeting Act, Chapter X. Records of Meetings, Section A. Minutes or Recordings of Open Meeting. “The minutes and recordings of an open meeting are public records and shall be available for public inspection and copying on request to the governmental body’s chief administrative officer or the officer’s designee.”

City Council meeting minutes and recordings are available to the public upon request.

The City Council meeting videos are also available to the public through the city’s website at: www.cityofedinburg.com. The Mayor signs the minutes and attested by the City Secretary. Minutes are maintained for historical and public purposes.

In accordance to the City's Code of Ordinances, the City Secretary Department prepares and maintains the minutes of all City Council meetings for historical and public purposes.

3. Staff's Recommendation:

Approve the City Council Minutes for the following: 2024 Regular Meetings: August 20, 2024, and September 03, 2024, and 2024 Special Meetings: July 11, 2024, July 16, 2024, and July 30, 2024.

Reviewed by:
Clarice Balderas, City Secretary

Prepared by:
Maria Ortiz, Administrative
Assistant

Attachments:

- A. 08202024CCRM MINUTES
- B. 09032024CCRM MINUTES
- C. 07112024CCSM MINUTES
- D. 07162024CCSJM MINUTES
- E. 07302024CCSJM MINUTES



MINUTES OF THE EDINBURG CITY COUNCIL REGULAR MEETING
CITY OF EDINBURG, HIDALGO COUNTY, TEXAS

Location: Edinburg City Hall-Council Chambers

415 West University Dr.

Edinburg, Texas 78541

AUGUST 20, 2024

6:00 PM

Mayor Ramiro Garza, Jr. called the meeting to order at 6:00 p.m.

PRESENT:

Ramiro Garza, Jr.	Mayor
Daniel "Dan" Diaz	Mayor Pro Tem
Jason De Leon	Councilmember Place 2
David Salazar, Jr.	Councilmember Place 3
David White	Councilmember Place 4
Myra L. Ayala	City Manager
Clarice Y. Balderas	City Secretary
Josephine Ramirez Solis	City Attorney

ABSENT:

1. CALL TO ORDER, ESTABLISH QUORUM

- A.** Prayer by Mayor Pro Tem Daniel "Dan" Diaz.
- B.** Pledge of Allegiance by Mayor Ramiro Garza, Jr.

2. CERTIFICATION OF PUBLIC NOTICE

Mayor Ramiro Garza, Jr. verified the City Secretary's posting of the City Council meeting and its compliance as required by the Texas Open Meetings Act. The notice was posted on August 16, 2024 at 6:30 p.m.

3. DISCLOSURE OF CONFLICT OF INTEREST

City Attorney Josephine Ramirez Solis stated under State Law a conflict of interest exists if a Councilmember or a certain member of that Councilmember's family has a qualifying financial interest in any agenda item. Members with a conflict of interest cannot participate in the discussion nor vote on that agenda item.

Josephine Ramirez Solis, City Attorney asked Mayor and Councilmembers if there were any known conflict of interest to disclose at that time.

There were no conflict of interests presented.

4. MAYOR'S REPORT

A. TML Policy Summit 2025 Legislative Session Update

Mayor Ramiro Garza, Jr. stated he attended a Texas Municipal League policy summit. He said this is for the legislators and they meet every two years, all the cities come together to have a legislative agenda. Mayor Ramiro Garza, Jr. advised the Council and City staff they need to prepare for the next legislative session. He would like to have a forum to start creating their legislative agenda; he said many other cities are already defining that. Mayor Garza stated they need to take into account any issues that they need to advocate in Austin because this is not just about funding it is also about laws that have passed that may affect the way the City provides services to the residents. He said they are taking resolutions and if there are any items of interest, they need to pass those resolutions soon.

Mayor Ramiro Garza, Jr. welcomed Josephine Ramirez Solis as the new City Attorney. He thanked Omar Ochoa for his six years of service.

5. PROCLAMATIONS/RECOGNITIONS

A. Presentation of Proclamation Recognizing the STX Broncs 14U Fastpitch Team as the 2024 Fastpitch American Softball Association (FASA) World Series Champions, as Requested by Juan Rodriguez. [Clarice Y. Balderas, City Secretary]

Clarice Y. Balderas, City Secretary read the proclamation aloud.

Coach Juan Rodriguez thanked the Mayor and Council for the recognition. Coach Rodriguez stated him along with most of these girls started at the Edinburg Parks and Recreation. He stated the girls have practiced and played with great dedication and their hard work has paid off. Coach Rodriguez said they have not done it on their own the community has played a major role in their success from helping with fundraising to showing support at the girls events. Coach Rodriguez thanked the City of Edinburg for allowing them the use of the fields and he thanked the entire team and their parents for love, support, trust, and the opportunity to coach their children.

B. Presentation Recognizing the City of Edinburg Parks & Recreation Department Texas Amateur Athletic Federation 2024 Summer State Games Top Winners. [Javier Garza, Director of Parks and Recreation]

Javier Garza, Director of Parks and Recreation thanked the many coaches that help during the summer programs.

Ronnie Rodriguez, Recreation Manager thanked the Mayor, Council, and City Management for all their support. He thanked the athletes and parents for all their support and for entrusting their children to the Parks and Recreation. Mr. Rodriguez stated this summer the Parks and Recreation had over 600 TAAF athletes participate in track and field, tennis, swimming, golf, and boxing. He said from the 600 athletes 100 qualified and participated in the state games. Mr. Rodriguez presented the athletes that participated in 2024 State Games of TAAF and medaled, tennis: Bronze medalist Cal L

Zamora, boxing: Silver medalist Andres Besania, Gold medalist Joseph Caballero, golf: Gold medalist Ramiro Betancourt, Track & Field: 16U 4X400 meter relay Bronze medalists Corey Aleman, Ryan Zuniga, David De la Garza, and Rigoberto Ramos III, 10U 800 meter run Bronze medalist Urban Garza, 14U Discus Silver medalist Jackson Evans. Mr. Rodriguez stated athlete Angel Rodriguez medaled in three different events, 14U 110 hurdles Bronze medalist, 14U 300 hurdles Silver medalist, and 14U high – jump silver medalist. 16U shot-put Gold medalist Miss Daniela Salazar.

Mayor Ramiro Garza, Jr. congratulated the athletes and the parents and stated these medals are statewide.

6. PUBLIC COMMENTS

Fern McClaugherty: Ms. McClaugherty stated even though there is a recession and the prices of food and gas are increasing, and the City has \$280,000,000 debt which means that every man, woman, and child has a debt of \$300,000. She said in 2025 three members of this Council are running for reelection and if winning means the City's debt must be doubled. Some people will lose their homes because they cannot pay the taxes. Ms. McClaugherty stated the Council should lower the tax interest rates, she said that would make the residents happy. She asked how is increasing the water rates by 67% going to improve the community, if it does not include more water? She said the answer is simple, if you increase the cost of water and can use the money to pay for the bonds and the Council can say they did not raise taxes. She if you want to get point from the voters, lower the tax rate. Ms. McClaugherty asked the Council that they pass the 8-B, the Ordinance as presented and continued prayer for Israel.

Michael Meza: Mr. Meza thanked the Council of the opportunity to speak before them he was present to discuss the oversight of the wrecker rotation, specifically he would like to explain why he feels that being judged by a judge rather than having the oversight by the Chief of Police is a better approach. Mr. Meza stated judges bring a wealth of legal knowledge and experience to their decisions; they are equipped to handle conflicts and legal issues that may arise in disputes over the wrecker rotation list. He said having a judge oversee disputes or decisions related thereto ensures that every party involved whether wrecker service provider or a citizen receives a fair and unbiased hearing. This includes contract law, due process and fairness in administrative actions. Mr. Meza stated although the Chief of Police is highly skilled in law enforcement and public safety but he may not have the same depth of legal expertise. Decisions made at the Police Department level might be more influenced by the need to maintain departmental efficiency or manage operational concerns, which could lead to decisions that while operational expedient may not fully respect the legal right of the wrecker company. He said the appeals process is a vital safeguard, built into judicial legal system, and it is essential for maintaining public trust in the fairness of decisions. If a party believes they have been unfairly treated, they have a right to appeal a judge's decision.

Justin Jasso: Mr. Jasso was present to oppose the proposal that would reduce the

number of wreckers on the rotation list from 14 to 10. Mr. Jasso said he would like to emphasize the significant investment that he and others in the wreckers industry have made to meet the current requirements of the ordinance. He stated to comply with the current regulations he has invested thousands of dollars into his business, including buying specialized equipment, maintaining a fleet of wreckers, making sure his team is fully trained and compliant with all the necessary certifications. Mr. Jasso said his investment was made in good faith with the understanding that as long as they met the criteria they would remain on the rotation list and continue to serve the community. He said if the proposal were approved, he would face the possibility of being removed from the rotation list despite meeting the requirements. He stated reducing the number of wreckers to ten could have serious consequences on the public safety, with fewer wreckers available to respond to incidents there could be delays in service especially during peak times or in emergencies. Mr. Jasso stated a decision of this magnitude should not be made without an analysis and input from all the stakeholders particularly those that will be affected. Mr. Jasso asked the Council to really consider if the reduction is in the best interest of public safety and efficient services. He asked that they reject the proposal and ensure that all those that have invested in meeting the ordinance's requirements are given the opportunity to service the community.

Ruben Garza: Ms. Garza spoke on his behalf, they were present to voice their concerns for the proposed ordinance on wrecker fees, which have passed and its form could have legal and financial implications for the City. The proposed ordinance has a troubling precedence by allowing tractor trucks wreckers to change limitless fees while at the same time capping the fees for smaller wreckers at a rate that is unfair and unsustainable. She said that make an uneven playing field to the disadvantage of small wrecker operators, who are already struggling to meet the cost of providing quality service under increasingly difficult conditions. Ms. Garza stated this kind of unbalance is not only unfair but it is legally questionable, and the City is opening itself up for potential lawsuits. She said the legal challenges could be costly and damaging both financially and in terms of the City's reputation. Ms. Garza stated it is essential to avoid creating a situation where the City is forced to defend itself in court over an ordinance that could have been revised and improved from the start. She said passing this ordinance as it currently stands would be a mistake, instead of moving forward with a flawed ordinance they should take the time to revise it ensuring that it is fair, equitable and protects the City from potential legal challenges.

Filemon Meza: Mr. Meza was present to ask the Council that the proposed ordinance in reference to the wrecker rotation list be delayed until it has been thoroughly reviewed. He stated that after closely examining the ordinance it was clear to him that it contains several errors that though minor on the surf could lead to significant issues. Mr. Meza stated legislation should not be rushed if it has not been fully vetted by those who know the industry. He asked that the Council delay the approval of this ordinance until it has been thoroughly reviewed and revised with input from the wrecker industry. He said they should work together to create legislation that is accurate, efficient and is beneficial for all.

There were no further Public Comments.

7. PUBLIC HEARINGS

Mayor Ramiro Garza, Jr. declared the hearing open for public comments on items A through E at 6:34 p.m. There being no comments, Mayor Ramiro Garza, Jr. declared the hearing closed at 6:34c p.m.

- A. Hold Public Hearing and Consider the Ordinance Providing for the Rezoning Request from Agriculture and Open Space (AO) District to Commercial, General (CG) District, Being a Tract of Land Out of Lot 6, Block 1, John Closner, ET AL Subdivision, Located at 3430 South Raul Longoria Road, as Requested by Gerardo Agustin Castorena Salazar and Silvia Nora Lopez. (A 4/5 vote is required by the City Council to overturn the Planning & Zoning Commission action.) [Jaime Acevedo, Director of Planning & Zoning]

MOTION: Councilmember David Salazar, Jr. to Approve Ordinance Providing for the Rezoning Request from Agriculture and Open Space (AO) District to Commercial, General (CG) District, Being a Tract of Land Out of Lot 6, Block 1, John Closner, ET AL Subdivision, Located at 3430 South Raul Longoria Road, as Requested by Gerardo Agustin Castorena Salazar and Silvia Nora Lopez.

SECOND: Councilmember Jason De Leon

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Daniel “Dan” Diaz, Councilmember Jason De Leon, Councilmember David Salazar, Jr., and Councilmember David White

NAYS: None

ABSENT: None

ABSTAIN: None

The motion to Approve carried.

- B. Hold Public Hearing and Consider the Ordinance Providing for the Rezoning Request from Industrial, General (IG) District to Commercial, General (CG) District, 1.02 Acres Being All of Lots 25, 26, 27 and out of Lot 15, Shuey Subdivision, Located at 1325 East Schunior Street, as Requested by Rio Delta Engineering on Behalf of Marco Antonio Vera and Rabanal Limited. (A 4/5 vote is required by the City Council to overturn the Planning & Zoning Commission action.) [Jaime Acevedo, Director of Planning & Zoning]

MOTION: Councilmember David White to Approve Ordinance Providing for the Rezoning Request from Industrial, General (IG) District to Commercial, General (CG) District, 1.02 Acres Being All of Lots 25, 26, 27 and out of Lot 15, Shuey Subdivision,

Located at 1325 East Schunior Street, as Requested by Rio Delta Engineering on Behalf of Marco Antonio Vera and Rabanal Limited.

SECOND: Mayor Pro Tem Daniel “Dan” Diaz

There was discussion. Jaime Acevedo, Director of Planning & Zoning addressed the Council’s questions.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Councilmember Jason De Leon, Councilmember David Salazar, Jr., and Councilmember David White

NAYS: Mayor Ramiro Garza, Jr., Mayor Pro Tem Daniel “Dan” Diaz

ABSENT: None

ABSTAIN: None

The motion to Approve carried.

- C. Hold Public Hearing and Consider the Ordinance Providing for the Rezoning Request from Residential, Primary (RP) District to Residential, Multi-family (RM) District, Being All of Lot 5, Iowa Estates, Located at 2110 East Iowa Road, as Requested by Julio Montemayor. (A 4/5 vote is required by the City Council to overturn the Planning & Zoning Commission action.) [Jaime Acevedo, Director of Planning & Zoning]

MOTION: Mayor Pro Tem Daniel “Dan” Diaz to Deny Ordinance Providing for the Rezoning Request from Residential, Primary (RP) District to Residential, Multi-family (RM) District, Being All of Lot 5, Iowa Estates, Located at 2110 East Iowa Road, as Requested by Julio Montemayor.

SECOND: Councilmember Jason De Leon

There was discussion. Jaime Acevedo, Director of Planning & Zoning addressed the Council’s questions.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Daniel “Dan” Diaz, and Councilmember David Salazar, Jr.

NAYS: Councilmember Jason De Leon and Councilmember David White

ABSENT: None

ABSTAIN: None

The motion to Approve carried.

- D. Hold Public Hearing and Consider the Ordinance Providing for the Rezoning Request from Residential, Primary (RP) District to Residential, Urban & Townhome (RU) District, Being 39.334 Acres Out of Lot 5, Section 248, Texas-Mexican Railway Company’s Survey, Located at 3200 North M Road, as Requested by Melden and Hunt

on Behalf of Creative Hotel Group, LLC. (A 4/5 vote is required by the City Council to overturn the Planning & Zoning Commission action.) [Jaime Acevedo, Director of Planning & Zoning]

MOTION: Councilmember David White to Approve Ordinance Providing for the Rezoning Request from Residential, Primary (RP) District to Residential, Urban & Townhome (RU) District, Being 39.334 Acres Out of Lot 5, Section 248, Texas-Mexican Railway Company's Survey, Located at 3200 North M Road, as Requested by Melden and Hunt on Behalf of Creative Hotel Group, LLC.

SECOND: Councilmember David Salazar, Jr.

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Daniel "Dan" Diaz, Councilmember Jason De Leon, Councilmember David Salazar, Jr., and Councilmember David White

NAYS: None

ABSENT: None

ABSTAIN: None

The motion to Approve carried.

- E. Hold Public Hearing and Consider the Ordinance Providing for the Voluntary Annexation of 84.66 Acres Out of Chapin Road Right-of-Way, Alamo Road Right-of-Way, Richardson Right-of-Way, and Alamo Road Right-of-Way in Blocks 249, 250, and 267, and out of Lots 9 and 16 Block 250, Texas-Mexican Railway Company Survey, Hidalgo, Texas, Being Located at 1101 North Alamo Road, as Requested by Paul Arthur, On Behalf of WW Escondido, L.P. [Jaime Acevedo, Director of Planning & Zoning]

MOTION: Mayor Pro Tem Daniel "Dan" Diaz to Approve Ordinance Providing for the Voluntary Annexation of 84.66 Acres Out of Chapin Road Right-of-Way, Alamo Road Right-of-Way, Richardson Right-of-Way, and Alamo Road Right-of-Way in Blocks 249, 250, and 267, and out of Lots 9 and 16 Block 250, Texas-Mexican Railway Company Survey, Hidalgo, Texas, Being Located at 1101 North Alamo Road, as Requested by Paul Arthur, On Behalf of WW Escondido, L.P.

SECOND: Councilmember David Salazar, Jr.

There was discussion. Jaime Acevedo, Director of Planning & Zoning addressed the Council's questions.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Daniel "Dan" Diaz, Councilmember Jason De Leon, and Councilmember David Salazar, Jr.,

NAYS: Councilmember David White

ABSENT: None

ABSTAIN: None

The motion to Approve carried.

8. ORDINANCES

- A. Consider Ordinance Amending the Code of Ordinances of the City of Edinburg Title XI: Business Regulations, Chapter 110 Alcoholic Beverages, by Adding Section 110.11 Bring Your Own Beverage Establishments, Creating a Permitting System for BYOB Establishments. [Josephine Ramirez Solis, City Attorney]

MOTION: Mayor Pro Tem Daniel “Dan” Diaz to Approve Ordinance Amending the Code of Ordinances of the City of Edinburg Title XI: Business Regulations, Chapter 110 Alcoholic Beverages, by Adding Section 110.11 Bring Your Own Beverage Establishments, Creating a Permitting System for BYOB Establishments.

SECOND: Councilmember David Salazar, Jr.

There was discussion. Josephine Ramirez Solis, City Attorney addressed the Council’s questions.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Daniel “Dan” Diaz, Councilmember Jason De Leon, Councilmember David Salazar, Jr., and Councilmember David White

NAYS: None

ABSENT: None

ABSTAIN: None

The motion to Approve carried.

- B. Consider Ordinance Amending the Code of Ordinances of the City of Edinburg at Title XI: Business Regulations, Chapter 118 Vehicle Wrecker and Towing Services Pursuant to Authority Provided by Occupations Code Chapter 2308, Providing for Regulation of Said Services and Establishing a Wrecker Rotation Process. [Chief Jaime Ayala]

Fern McClaugherty stated she encountered a wrecker company that was not following the City of Edinburg Ordinance regulations. She said this company did not have an open office, so the people called the wrecker company day after day with no answer meantime the bill is getting higher by the day. Ms. McClaugherty stated the ordinance states the vehicle cannot be taken out of the City; it is unfair to make the people look for their vehicle. She said she read the ordinance proposal and it sounded good.

MOTION: Councilmember David White to Table Ordinance Amending the Code of Ordinances of the City of Edinburg at Title XI: Business Regulations, Chapter 118 Vehicle Wrecker and Towing Services Pursuant to Authority Provided by Occupations

Code Chapter 2308, Providing for Regulation of Said Services and Establishing a Wrecker Rotation Process.

SECOND: Councilmember Jason De Leon

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Daniel “Dan” Diaz, Councilmember Jason De Leon, Councilmember David Salazar, Jr., and Councilmember David White

NAYS: None

ABSENT: None

ABSTAIN: None

The motion to Table carried.

9. RESOLUTIONS

- A. Consider Resolution Authorizing the City Manager to Enter Into a Municipal Maintenance Agreement with the Texas Department of Transportation for Assistance in the Maintenance and Operation of State Highways Within and Through the City's Corporate Limits. [Tomas D. Reyna, Assistant City Manager]**

MOTION: Councilmember David White to Approve the Resolution Authorizing the City Manager to Enter Into a Municipal Maintenance Agreement with the Texas Department of Transportation for Assistance in the Maintenance and Operation of State Highways Within and Through the City's Corporate Limits.

SECOND: Councilmember David Salazar, Jr.

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Daniel “Dan” Diaz, Councilmember Jason De Leon, Councilmember David Salazar, Jr., and Councilmember David White

NAYS: None

ABSENT: None

ABSTAIN: None

Motion to Approve Carried.

- B. Consider Resolution Authorizing the City Manager to Enter Into an Agreement with the Texas Department of Transportation (TxDOT) for the Placement of Fourteen (14) Flock Pole-Mounted Automated License Plate Readers (LPRs) Along State Highway Right-of-Way in Edinburg. [Jaime Ayala, Chief of Police]**

MOTION: Councilmember David White to Approve the Resolution Authorizing the City

Manager to Enter Into an Agreement with the Texas Department of Transportation (TxDOT) for the Placement of Fourteen (14) Flock Pole-Mounted Automated License Plate Readers (LPRs) Along State Highway Right-of-Way in Edinburg.

SECOND: Mayor Pro Tem Daniel “Dan” Diaz

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Daniel “Dan” Diaz, Councilmember Jason De Leon, Councilmember David Salazar, Jr., and Councilmember David White

NAYS: None

ABSENT: None

ABSTAIN: None

Motion to Approve Carried.

10. AWARDING OF BIDS

- A. Consider Selection of a Firm and Authorize the City Manager to negotiate a professional services contract for RFQ 2024-003, Community Development Block Grant-Disaster Recovery (CDBG-DR) Chapin Pumps Rehabilitation Drainage Improvements to SAMES, Inc., Highest Ranked Firm Pursuant to the City’s Ordinances and Procurement Policies [Mardoqueo Hinojosa, P.E., CFM, City Engineer]

MOTION: Councilmember David Salazar, Jr. to Approve Selection of a Firm and Authorize the City Manager to negotiate a professional services contract for RFQ 2024-003, Community Development Block Grant-Disaster Recovery (CDBG-DR) Chapin Pumps Rehabilitation Drainage Improvements to SAMES, Inc., Highest Ranked Firm Pursuant to the City’s Ordinances and Procurement Policies

SECOND: Mayor Ramiro Garza, Jr.

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Daniel “Dan” Diaz, Councilmember Jason De Leon, Councilmember David Salazar, Jr., and Councilmember David White

NAYS: None

ABSENT: None

ABSTAIN: None

Motion to Approve Carried.

- B. Consider Awarding RFQ 2024-004, Real Estate Appraisal Services to Qualified Firm(s) and Authorize the City Manager or Designated Appointee to Enter Into a Professional

Services Contract with Such Firm(s) as Projects Arise. [Mardoqueo Hinojosa, P.E., CFM, City Engineer]

MOTION: Mayor Pro Tem Daniel “Dan” Diaz to Award RFQ 2024-004, Real Estate Appraisal Services to Appraisal Haus and Leonel Garza Jr. & Associates and Authorize the City Manager or Designated Appointee to Enter Into a Professional Services Contract with Such Firm(s) as Projects Arise.

SECOND: Councilmember David White

There was discussion. Mardoqueo Hinojosa, P.E., CFM, City Engineer addressed the Council’s questions.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Daniel “Dan” Diaz, Councilmember Jason De Leon, Councilmember David Salazar, Jr., and Councilmember David White

NAYS: None

ABSENT: None

ABSTAIN: None

Motion to Approve Carried.

- C. Consider Awarding RFQ 2024-005, Right of Way Acquisition Services to Qualified Firm(s) and Authorize the City Manager or Designated Appointee to Enter Into a Professional Services Contract with Such Firm(s) as Projects Arise. [Mardoqueo Hinojosa, P.E., CFM, City Engineer]

MOTION: Mayor Pro Tem Daniel “Dan” Diaz to Approve Awarding RFQ 2024-005, Right of Way Acquisition Services to Cobb, Fendley & Associates and Halff Associates and Authorize the City Manager or Designated Appointee to Enter Into a Professional Services Contract with Such Firm(s) as Projects Arise.

SECOND: Councilmember David White

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Daniel “Dan” Diaz, Councilmember Jason De Leon, Councilmember David Salazar, Jr., and Councilmember David White

NAYS: None

ABSENT: None

ABSTAIN: None

Motion to Approve Carried.

- D. Consider Awarding RFQ 2024-006, Geotechnical Engineering and Construction

Materials Testing Services to Qualified Firm(s) and Authorize the City Manager or Designated Appointee to Enter Into a Professional Services Contract with Such Firm(s) as Projects Arise. [Mardoqueo Hinojosa, P.E., CFM, City Engineer]

MOTION: Councilmember David Salazar, Jr. to Approve Awarding RFQ 2024-006, Geotechnical Engineering and Construction Materials Testing Services to B2Z Engineering, Millennium Engineers Group, Terracon, and Raba Kistner and Authorize the City Manager or Designated Appointee to Enter Into a Professional Services Contract with Such Firm(s) as Projects Arise.

SECOND: Mayor Pro Tem Daniel “Dan” Diaz

There was discussion. Mardoqueo Hinojosa, P.E., CFM, City Engineer addressed the Council’s questions.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Daniel “Dan” Diaz, Councilmember Jason De Leon, Councilmember David Salazar, Jr., and Councilmember David White

NAYS: None

ABSENT: None

ABSTAIN: None

Motion to Approve Carried.

- E. Consider Awarding RFQ 2024-007, Land Surveying Services to Qualified Firm(s) and Authorize the City Manager or Designated Appointee to Enter Into a Professional Services Contract with Such Firm(s) as Projects Arise. [Mardoqueo Hinojosa, P.E., CFM, City Engineer]

MOTION: Mayor Pro Tem Daniel “Dan” Diaz to Approve Awarding RFQ 2024-007, Land Surveying Services to Half Associates, KCI Technologies, Melden & Hunt, Quintanilla Headley & Associates, Rio Delta Engineering, SAMES, and Supreme Engineering and Authorize the City Manager or Designated Appointee to Enter Into a Professional Services Contract with Such Firm(s) as Projects Arise.

SECOND: Councilmember David Salazar, Jr.

There was discussion. Mardoqueo Hinojosa, P.E., CFM, City Engineer addressed the Council’s questions.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Daniel “Dan” Diaz, Councilmember Jason De Leon, Councilmember David Salazar, Jr., and Councilmember David White

NAYS: None

ABSENT: None

ABSTAIN: None

Motion to Approve Carried.

- F. Consider Awarding RFQ 2024-008, Architectural Services to Qualified Firm(s) and Authorize the City Manager or Designated Appointee to Enter Into a Professional Services Contract with Such Firm(s) as Projects Arise. [Mardoqueo Hinojosa, P.E., CFM, City Engineer]**

MOTION: Councilmember David White to Approve Awarding RFQ 2024-008, Architectural Services to Alvarado Architects & Associates, ERO Architects, Milnet Architectural Services, and Sam Garcia Architect and Authorize the City Manager or Designated Appointee to Enter Into a Professional Services Contract with Such Firm(s) as Projects Arise.

SECOND: Councilmember David Salazar, Jr.

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Daniel “Dan” Diaz, Councilmember Jason De Leon, Councilmember David Salazar, Jr., and Councilmember David White

NAYS: None

ABSENT: None

ABSTAIN: None

Motion to Approve Carried.

- G. Consider Awarding RFQ 2024-009 Professional Engineering Services to Qualified Firm(s) and Authorize the City Manager or Designated Appointee to Enter Into a Professional Services Contract with Such Firm(s) as Projects Arise. [Mardoqueo Hinojosa, P.E., CFM, City Engineer]**

MOTION: Councilmember David White to Approve Awarding RFQ 2024-009 Professional Engineering Services to B2Z Engineering, GDJ Engineering, Halff Associates, Javier Hinojosa Engineering, KCI Technologies, LeFever Engineering, Melden & Hunt, Millennium Engineers Group, Norris Leal, Quintanilla Headley & Associates, Rio Delta Engineering, SAMES, South Texas Infrastructure Group, Supreme Engineering, Trinity MEP Engineering and TEDSI Infrastructure Group and Authorize the City Manager or Designated Appointee to Enter Into a Professional Services Contract with Such Firm(s) as Projects Arise.

SECOND: Councilmember David Salazar, Jr.

There was discussion. Mardoqueo Hinojosa, P.E., CFM, City Engineer addressed the Council’s questions.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Daniel “Dan” Diaz, Councilmember Jason De Leon, Councilmember David Salazar, Jr., and Councilmember David White

NAYS: None

ABSENT: None

ABSTAIN: None

Motion to Approve Carried.

11. ECONOMIC DEVELOPMENT

- A. Consider Approval of EEDC Mid-Year Budget Amendments for Fiscal Year 2023-2024.**
[Raudel Garza, Edinburg Economic Development Corporation Executive Director]

Raudel Garza, Edinburg Economic Development Corporation Executive Director stated the EEDC Board approved the Mid-Year Budget amendments in June most of it is transferring money from the reserved account into the general fund to pay for some active projects for the Fiscal Year.

MOTION: Councilmember David White to Approval of EEDC Mid-Year Budget Amendments for Fiscal Year 2023-2024.

SECOND: Councilmember David Salazar, Jr.

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Daniel “Dan” Diaz, Councilmember Jason De Leon, Councilmember David Salazar, Jr., and Councilmember David White

NAYS: None

ABSENT: None

ABSTAIN: None

Motion to Approve Carried.

12. BUDGET

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

Information Technology

1. General Fund: FROM Other Capital Outlay TO Office Hardware and Software-IT, in the Amount of \$2,200. {Daniel Vera, Director of Information Technology]

Communications & Media

1. General Fund: FROM Marketing & Advertising TO Travel, Training, Meetings, in the Amount of \$5,000. [Roxanne Lerma, Director of Communications &

Media]

Fire

1. General Fund: FROM Travel, Training, Meetings TO Office Supplies, in the Amount of \$500. [Omar Garza, Fire Chief]

Cultural Arts

1. Hotel Occupancy Tax Fund: FROM Printing Services; Rents & Contractuals; Fine Arts Insurance; Main Entrance Rental; Production Rental; Portable Restrooms; Dry Cleaning of Linens; Linen Services; and Hometown of Heroes Banners TO Professional Services, in the Amount of \$65,481.22. [Letty Leija, Director of Library & Cultural Arts]

MOTION: Councilmember David White to Approve the Fiscal Year 2023-2024 Budget Transfers for the Following: Information Technology 1. General Fund: FROM Other Capital Outlay TO Office Hardware and Software-IT, in the Amount of \$2,200, Communications & Media 1. General Fund: FROM Marketing & Advertising TO Travel, Training, Meetings, in the Amount of \$5,000. Fire 1. General Fund: FROM Travel, Training, Meetings TO Office Supplies, in the Amount of \$500, Cultural Arts 1. Hotel Occupancy Tax Fund: FROM Printing Services; Rents & Contractuals; Fine Arts Insurance; Main Entrance Rental; Production Rental; Portable Restrooms; Dry Cleaning of Linens; Linen Services; and Hometown of Heroes Banners TO Professional Services, in the Amount of \$65,481.22.

SECOND: Councilmember David Salazar, Jr.

There was discussion. Ascencion Alonzo, Director of Finance addressed the Council's questions.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Daniel "Dan" Diaz, Councilmember Jason De Leon, Councilmember David Salazar, Jr., and Councilmember David White

NAYS: None

ABSENT: None

ABSTAIN: None

The motion to Table carried.

B. Consider Certification of 2024 Anticipated Debt Collection Rate and 2023 Excess Debt Collection. [Ascencion Alonzo, Director of Finance]

MOTION: Councilmember David White to Approve Certification of 2024 Anticipated Debt Collection Rate and 2023 Excess Debt Collection.

SECOND: Councilmember David Salazar, Jr.

There was discussion. Ascencion Alonzo, Director of Finance addressed the Council's questions.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem "Dan" Diaz, Councilmember Jason De Leon, Councilmember David Salazar, Jr., and Councilmember David White

NAYS: None

ABSENT: None

ABSTAIN: None

Motion to Approve Carried.

13. APPOINTMENTS

- A. Consider Appointments to the Following City Advisory Board, Council, Commission and Committee: Zoning Board of Adjustment, One Member. [Clarice Y. Balderas, City Secretary]

MOTION: Councilmember David White to Appoint Dustin Garza to the Zoning Board of Adjustment.

SECOND: Mayor Pro Tem Daniel "Dan" Diaz

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem "Dan" Diaz, Councilmember Jason De Leon, Councilmember David Salazar, Jr., and Councilmember David White

NAYS: None

ABSENT: None

ABSTAIN: None

Motion to Approve Carried.

14. CONSENT AGENDA

- A. Consider Authorizing the City Manager to Enter Into an Interlocal Agreement with Sharyland Water Supply Corporation to Provide Water Services to the Woodlands at Jackson Subdivision and Execute all Documents Relating Thereto. [Gerardo Carmona Jr, P.E., Director of Utilities]

MOTION: Councilmember David Salazar, Jr. to Approve Authorizing the City Manager to Enter Into an Interlocal Agreement with Sharyland Water Supply Corporation to Provide Water Services to the Woodlands at Jackson Subdivision and Execute all Documents Relating Thereto.

SECOND: Councilmember David White

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem “Dan” Diaz, Councilmember Jason De Leon, Councilmember David Salazar, Jr., and Councilmember David White

NAYS: None

ABSENT: None

ABSTAIN: None

Motion to Approve Carried.

- B. Consider Approving the Renewal of Adobe Product Licenses from CDW-G in the Amount of \$45,585.39 Through OMNIA ESCR4 R210401 Tech Sol. Products/Services (R210401) and Authorize the City Manager to Execute Any Documents Related Thereto. [Daniel Vera, Director of Information Technology]**

MOTION: Councilmember David Salazar, Jr. to Approve the Renewal of Adobe Product Licenses from CDW-G in the Amount of \$45,585.39 Through OMNIA ESCR4 R210401 Tech Sol. Products/Services (R210401) and Authorize the City Manager to Execute Any Documents Related Thereto.

SECOND: Councilmember David White

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem “Dan” Diaz, Councilmember Jason De Leon, Councilmember David Salazar, Jr., and Councilmember David White

NAYS: None

ABSENT: None

ABSTAIN: None

Motion to Approve Carried.

- C. Consider Authorizing the City Manager to Amend a Memorandum of Understanding (MOU) Between the City of Edinburg Police Department and the Texas Joint Counterdrug Task Force, Operational Support. [Jaime Ayala, Chief of Police]**

MOTION: Councilmember David Salazar, Jr. to Approve Authorizing the City Manager to Amend a Memorandum of Understanding (MOU) Between the City of Edinburg Police Department and the Texas Joint Counterdrug Task Force, Operational Support.

SECOND: Councilmember David White

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem “Dan” Diaz, Councilmember Jason De Leon, Councilmember David Salazar, Jr., and Councilmember David White

NAYS: None

ABSENT: None

ABSTAIN: None

Motion to Approve Carried.

- D.** Consider Exercising the Second Year Option to Award the City of Edinburg's Fiscal Year 2023-2024 Audit to Cascos & Associates, PC, in the Amount of \$86,900.00 and Authorize the City Manager to Execute an Engagement Letter relating Thereto. [Ascencion Alonzo, Director of Finance]

MOTION: Councilmember David Salazar, Jr. to Approve Exercising the Second Year Option to Award the City of Edinburg's Fiscal Year 2023-2024 Audit to Cascos & Associates, PC, in the Amount of \$86,900.00 and Authorize the City Manager to Execute an Engagement Letter relating Thereto.

SECOND: Councilmember David White

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem “Dan” Diaz, Councilmember Jason De Leon, Councilmember David Salazar, Jr., and Councilmember David White

NAYS: None

ABSENT: None

ABSTAIN: None

Motion to Approve Carried.

- E.** Consider Approving the City Council Minutes for the following: 2024 Regular Meetings: May 29, 2024, June 04, 2024 and June 18, 2024. [Clarice Y. Balderas, City Secretary]

MOTION: Councilmember David Salazar, Jr. to Approve the City Council Minutes for the following: 2024 Regular Meetings: May 29, 2024, June 04, 2024 and June 18, 2024.

SECOND: Councilmember David White

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem “Dan” Diaz, Councilmember Jason De Leon, Councilmember David Salazar, Jr., and Councilmember David White

NAYS: None

ABSENT: None

ABSTAIN: None

Motion to Approve Carried.

- F. Consider Authorizing the Disposition of Approximately 37 Cubic Feet (Boxes of Letter Size Records) of Non-Vital City Records in Accordance with City’s Records Management Program and the Texas State Library and Archives Commission Local Records Retention Schedules. [Clarice Y. Balderas, City Secretary]

MOTION: Councilmember David Salazar, Jr. to Approve Authorizing the Disposition of Approximately 37 Cubic Feet (Boxes of Letter Size Records) of Non-Vital City Records in Accordance with City’s Records Management Program and the Texas State Library and Archives Commission Local Records Retention Schedules.

SECOND: Councilmember David White

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem “Dan” Diaz, Councilmember Jason De Leon, Councilmember David Salazar, Jr., and Councilmember David White

NAYS: None

ABSENT: None

ABSTAIN: None

Motion to Approve Carried.

15. OTHER BUSINESS

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

16. EXECUTIVE SESSION

MOTION: Councilmember David White to convene into Executive Session.

SECOND: Mayor Pro Tem Daniel “Dan” Diaz

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem “Dan” Diaz, Councilmember Jason De Leon, Councilmember David Salazar, Jr., and Councilmember David White

NAYS: None

ABSENT: None

ABSTAIN: None

The motion to Approve carried.

Mayor Ramiro Garza, Jr. convened into Executive Session 7:21 p.m.

OPEN SESSION

MOTION: Councilmember David White to convene into Open Session.

SECOND: Councilmember David Salazar, Jr.

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem “Dan” Diaz, Councilmember Jason De Leon, Councilmember David Salazar, Jr., and Councilmember David White

NAYS: None

ABSENT: None

ABSTAIN: None

Motion to Approve Carried.

Mayor Ramiro Garza, Jr. Reconvened into Open Session at 8:44 p.m. and stated no action was taken in Executive Session.

- A. Consultation with City Attorney. (§551.071. Consultation with Attorney; Closed Meeting; §551.087)
No Action
- B. Discussion and Possible Action Regarding Economic Development- Project FB. (§551.071 Consultation with Attorney; §551.087 Deliberation Regarding Economic Development Negotiations; Closed Meeting.)

MOTION: Councilmember David White to Approve Entering into an agreement Regarding Economic Development- Project FB.

SECOND: Councilmember Jason De Leon

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem “Dan” Diaz, Councilmember Jason De

Leon, Councilmember David Salazar, Jr. and Councilmember David White

NAYS: None

ABSENT: None

ABSTAIN: None

Motion to Approve Carried.

C. Discussion and Possible Action Regarding Personnel Matters. (§552.074 Personnel Matters; §551.071 Consultation with Attorney; Closed Meeting.)

No Action

D. Discussion and Possible Action Regarding Economic Development Projects. (§551.071 Consultation with Attorney; §551.087 Deliberation Regarding Economic Development Negotiations; Closed Meeting.)

MOTION: Councilmember David Salazar, Jr. to Approve Entering into an agreement Regarding Economic Development Projects as discussed in Executive Session.

SECOND: Councilmember David White

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem “Dan” Diaz, Councilmember Jason De Leon, Councilmember David Salazar, Jr. and Councilmember David White

NAYS: None

ABSENT: None

ABSTAIN: None

Motion to Approve Carried.

17. ADJOURNMENT

MOTION: Councilmember David White to Adjourn the meeting.

SECOND: Councilmember Jason De Leon

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr. Mayor Pro Tem Daniel “Dan” Diaz, Councilmember Jason De Leon, Councilmember David Salazar, Jr. and Councilmember David White

NAYS: None

ABSENT: None

ABSTAIN: None

The motion to Approve carried.

Mayor Ramiro Garza, Jr., Adjourned the meeting at 8:46 p.m.

CITY OF EDINBURG

Ramiro Garza, Jr., Mayor

ATTEST:

Clarice Y. Balderas, City Secretary

City Council Approval: _____



MINUTES OF THE EDINBURG CITY COUNCIL REGULAR MEETING
CITY OF EDINBURG, HIDALGO COUNTY, TEXAS

Location: Edinburg City Hall-Council Chambers

415 West University Dr.

Edinburg, Texas 78541

SEPTEMBER 3, 2024

6:00 PM

Mayor Ramiro Garza, Jr. called the meeting to order at 6:01 p.m.

PRESENT:

Ramiro Garza, Jr.	Mayor
Daniel "Dan" Diaz	Mayor Pro Tem
Jason De Leon	Councilmember Place 2
David Salazar, Jr.	Councilmember Place 3
David White	Councilmember Place 4
Myra L. Ayala	City Manager
Clarice Y. Balderas	City Secretary
Josephine Ramirez Solis	City Attorney

ABSENT:

1. CALL TO ORDER, ESTABLISH QUORUM

- A.** Prayer by Dr. David Alexander, First Baptist Church.
- B.** Pledge of Allegiance by Mayor Ramiro Garza, Jr.

2. CERTIFICATION OF PUBLIC NOTICE

Mayor Ramiro Garza, Jr. verified the City Secretary's posting of the City Council meeting and its compliance as required by the Texas Open Meetings Act. The notice was posted on August 30, 2024 at 6:35 p.m.

3. DISCLOSURE OF CONFLICT OF INTEREST

City Attorney Josephine Ramirez Solis stated under State Law a conflict of interest exists if a Councilmember or a certain member of that Councilmember's family has a qualifying financial interest in any agenda item. Members with a conflict of interest cannot participate in the discussion nor vote on that agenda item.

Josephine Ramirez Solis, City Attorney asked Mayor and Councilmembers if there were any known conflict of interest to disclose at that time.

There were no conflict of interests presented.

4. MAYOR'S REPORT

A. SH 68 UpdateTML Policy Summit 2025 Legislative Session Update

Mayor Ramiro Garza, Jr. stated SH 68 will connect the southern ports of entry east of Pharr all the way north HWY 281 thru 490 by the Edinburg South Texas International Airport. He said there had been concerns that SH 68 would affect the flight path for flights, the City is working with TXDOT to ensure the airport is not impacted. Mayor Garza stated he met with the County Judge and the surrounding Mayors and they have agreed to sign a letter of support so that TXDOT finds options so that this connection can be direct to the airport. He said a lot of money has been invested into the airport and the purpose of SH 68 was to remove the trucks from the major roadways.

B. Hidalgo County West Loop Update

Mayor Ramiro Garza, Jr. stated he recently met with the County Judge and the neighboring Mayors to discuss the Hidalgo County West Loop, located west of the Edinburg South Texas International Airport. He said this is a long-term project connecting the Mission, Peñitas looping around to the airport. Mayor Garza stated the project is a region mobility project but the county is looking to take over the Hidalgo County West Loop project. He said he signed a letter of support and he hopes they can give a presentation in a future City Council Meeting.

C. Alberta Road Construction Project Update

Mayor Ramiro Garza, Jr. stated Alberta Road in south Edinburg is undergoing some improvements. He said they had a Town Hall Meeting with the residents that live on Alberta Road to discuss some concerns about the traffic signal that had been scheduled to be installed on the intersection of Alberta Road and Closner Blvd.

Myra L. Ayala, City Manager stated the Town Hall Meeting was held on August 27, 2024, for anyone who wanted to attend. She said approximately fifteen people attended and they were presented with the designs and the proposed improvement projects as recommended by TXDOT. Ms. Ayala stated they got a lot of feedback and recommendations.

Tom Reyna, Assistant City Manager stated they have started construction and are heading into milestone number two the intersection of Jackson and Sugar Road, he said they are about 80% completed on that intersection and should be completed by October 2024. Mr. Reyna stated they would then continue the section between Sugar Road and Closner Blvd., which should be completed by February 2025. He said they would then start construction from Closner Blvd. to the Expressway including the traffic light with a completion in May 2025. Mr. Reyna stated they are looking at two other proposed traffic signal layouts. He said they are going to a full intersection however since there is a flyover Owassa Road they have to consider the speed limit of the traffic coming to the intersection from that flyover. He said another proposal was a roundabout but again the speed coming off that flyover has to be examined and make sure there is enough right-of-way within that intersection.

5. CITY MANAGER'S REPORT

A. Edinburg Municipal Court Outreach Docket

Myra L. Ayala, City Manager stated the Outreach Docket mobile court will be held on Friday, September 13, 2024, from 2:00 p.m. to 7:00 p.m. at El Tule Jose Nieto and Consuelo Alfaro Robledo Center located at 700 S. Veterans Blvd. During the Outreach Docket, the Municipal allows defendants to come in to speak to the Judge and make arrangements and or payoff their unpaid fines and court costs.

B. 9/11 Patriot Day of Remembrance Memorial Run

Myra L. Ayala, City Manager stated the 4th Annual 9/11 Patriot Day of Remembrance 5-K will be held on Saturday, September 7, 2024, at 7:00 p.m. at fire station #1 located at 212 W. McIntyre St in honor of those who passed during the 911 attack in 2001.

C. South Texas International Film Festival

Myra L. Ayala, City Manager stated the 10th Annual South Texas International Film Festival would begin Wednesday, September 11, 2024, through Friday, September 14, 2024, at the Edinburg ACE Center located at 315 W. McIntyre St. She said the Film Festival is dedicated to promoting independent filmmaking and providing for a platform for diverse voices in cinema. The festival aims to enrich the cultural fabric of South Texas by fostering an appreciation for the arts of filmmaking, and supporting that creative industry.

Magdiel Castle, Assistant Director of Cultural Arts stated it is the 10th Annual Film Festival and the soft opening of the new Cultural Arts Center and everyone is invited to come out and see everything the new center has to offer. He said the event promotes the cinematic industry, and creates many jobs in the cinema industry here in the Rio Grande Valley. Mr. Castle stated the Film Festival attracts many people, he said last year they had 56 delegations that came from out of town and 46 have confirmed for this year. He said they would have celebrities and some panels that will be taking place at the new ACE Center.

6. PROCLAMATIONS/RECOGNITIONS

A. Presentation of Proclamation Recognizing September 2024 as Suicide Awareness and Prevention Month.[Clarice Y. Balderas, City Secretary]

Clarice Y. Balderas, City Secretary read the proclamation aloud.

A representative from South Texas Health Behavioral stated they would be having their Annual Walk the Chalk event Saturday, September 7, 2024, from 9:00 a.m. to 11:00 p.m. She stated at the event the community share messages of love and hope on the sidewalk around the hospital so when they walk around they can enjoy all the beautiful messages. She thanked the Mayor and Council for the recognition and for all they do to promote Suicide Awareness.

Patricia Lerma, UTRGV School of Rehabilitation Services and Counseling stated they

are very excited to bring support groups for mental health survivors, for people living with mental health and their family and friends. She said the services would be free to the community and its members. Ms. Lerma stated they were honored the Council allowed them to bring the first initiation of the program to the City of Edinburg. Ms. Lerma stated mental illness affects many people, young or older.

Janie Fegan stated she and her husband Eric Fegan have been residents of the City of Edinburg for 11 years. She said Mr. Fegan was a Cpt. in the Marine Corps who struggled with mental illness and last October the illness took his life. Ms. Fegan stated groups like these make a difference-helping cope.

Dr. Salinas thanked the Mayor and Council and stated one life lost is one too many.

Mayor Ramiro Garza, Jr. thanked Dr. Salinas, everyone involved in these groups, and he urged the residents to get information and help spread the word.

- B. Presentation of Proclamation Recognizing September as National Library Card Sign-up Month in the City of Edinburg. [Leticia S. Leija, Director of Library & Cultural Arts]**
Clarice Y. Balderas, City Secretary read the proclamation aloud.

Leticia S. Leija, Director of Library & Cultural Arts announced the Dustin Michael Sekula Memorial Library is celebrating National Library Card sign up month she said this normally happens at the beginning of the school year. She said parents should know a library card is very important so that everyone can take advantage of all the resources. Ms. Leija stated this year the American Library Association is collaborating up with the Transformers and they will be having a special sign up celebration on Saturday, September 7, 2024 at 11:30 a.m. She said they Bumblebee would be present to take pictures; they will be many games and free give aways. Ms. Leija stated that anyone who registers for a new library card or updates their library card they will be entered in a raffle and they will be receive coupons for discounts at local businesses. She said they collaborated up with many local businesses in an effort to promote literacy in the City of Edinburg.

Mayor Ramiro Garza, Jr. thanked Ms. Leija and the library staff for all their hard work and he stated the Dustin Michael Sekula Memorial Library's' circulation is over 150,000.

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

Belinda Torres, Director of Human Resources/Civil Service introduced Sylvia Gallardo, Library Administrative Assistant as the August employee of the month and commended Ms. Gallardo for her 29th year with the City of Edinburg.

Leticia S. Leija, Director of Library & Cultural Arts stated Ms. Gallardo has been with the library for almost 30 years and she has played a key role and continues to be part of

the growth. Ms. Leija said throughout the years Ms. Gallardo has consistently demonstrated outstanding work ethic and unwavering dedication to the City of Edinburg. She said her adaptability was remarkable displaying her capacity for growth her behind the scene efforts are crucial for the success of all their events. Ms. Leija stated they are fortunate to have Ms. Gallardo as part of their team.

Ms. Sylvia Gallardo, Administrative Assistant stated she was humbled to be recognized as the employee of the month. She said she enjoys working for the library and cultural arts and she is thankful to work with a team who has passion for the City of Edinburg.

Mayor Ramiro Garza, Jr. thanked Ms. Gallardo for her many years of service and for all her hard work and dedication.

7. PUBLIC COMMENTS

Fern McClaugherty: Ms. McClaugherty stated she attended the Hidalgo County Budget meeting both the County and the City have a healthy fund reserve not many people living in poverty have any kind of reserve. She said the major factor to keep an efficient government is management, keeping taxes low that produces more revenue because more people are making money. Ms. McClaugherty asked how is the City approving more subdivision developments without more water. She asked for continued prayers for Israel.

Marcela Freeland: Ms. Freeland was present to request guidance to facilitate sewage on Gwin Road. She stated she was told to gather signatures from her neighbors petitioning the services. Ms. Freeland said the area really needs the sewage services.

Isabel Martinez: Ms. Martinez stated she is a teacher for the Edinburg School District she stated that even though the students at Edinburg North High School are teens they are still kids and there is a great concern of slips and fall when in order to get to class they must walk through knee high water. Ms. Martinez stated back in 2016 the City was granted moneys from FEMA to address the flood issue and yes the City worked on the drainage on Rogers but the water continues to run into Edinburg North High School but does not flow out. She city staff talked about retention ponds and she ask the City talk with Edinburg CISD and try to work on a solution together.

Alejandra Garcia: Ms. Garcia a parent of a student at Edinburg North High School and it was heart breaking to see her daughter and all the students walking in knee-deep water. She stated she felt irate and it felt like these students were attending a third world country school. Ms. Garcia asked that the City and the Edinburg School District find a solution.

Raul Rangel: Mr. Rangel was present to invite everyone to the Annual Kermesse on September 21, 2024 and he thanked the City Council for their support.

Rebecca Meza: Ms. Meza was present to voice her concerns on the fees the Edinburg

Police Department is proposing for wrecker's service. She stated these fees are burdensome for the businesses that are already complying with the state regulations. Ms. Meza asked the Council to reconsider the proposed fee structure so that any fees imposed on wrecker businesses are fair, reasonable and in line with state regulations.

Michael Meza: Mr. Meza stated the wrecker ordinance was established with the intent to ensure transparency, and fairness for all parties involved. He said when the Chief of Police is tasked with both filing a complaint and determining its outcome; this could lead to a bias resolution, which may not serve in the best interest for the community. Mr. Meza asked the Council to carefully consider the wrecker fees being proposed.

Filemon Meza: Mr. Meza was present to raise concerns regarding to the proposed ordinance related to the wrecker services. He stated the Police Department is trying to regulate the owners of the wrecker's companies that are already on rotation. Mr. Meza stated the new regulations would dictate who can own a wrecker company. He said the move is an over reach that has little to do with the actual purpose ordinance, which should be ensuring public safety and setting reasonable fees for the wrecker services. Mr. Meza asked the Council that the item be slated again for further review to ensure the ordinance remains focused on the public safety and fair business practices.

Justin Jasso: Mr. Jasso was present to voice his concerns on the proposed wrecker's ordinance. He stated they meet and expressed their concerns, however Chief Ayala did not indicate what if any chances would be made. Mr. Jasso stated the lack of transparency leaves everyone in the dark about how the final ordinance will impact their operations. He said it was essential they be allowed to review the final draft before it is passed, rushing the ordinance could lead to significant unintended consequences. Mr. Jasso stated this under minds the trust between the community and the Police Department. He asked the Council that the ordinance be slated for review with the patience and transparency necessary to ensure that all the concerns are adequately addressed. He said they must work together to create a fair and effective ordinance that serves the best interest of all involved.

Juan Rodriguez: Mr. Rodriguez stated transparency and collaboration are key to crafting an effective legislation and they believe their input offers valuable insights that may not have been considered. He said by withholding the final draft an essential step and collaboration process has been missed, and now they are in a position where the ordinance will moved forward without the full understanding and agreement of those that will be impacted the most. Mr. Rodriguez asked the Mayor and Council that the approval of this ordinance be delayed until the stakeholders have the opportunity to review and comment on the final draft.

Maria Antonia Vasquez: Ms. Vasquez stated her vehicle was towed by a wreckers service, she said when she made contact the gentleman he was very rude and failed to give her all the information she needed. Ms. Vasquez sated she was told she would need to pay between \$600 to \$800, to which she questioned and was told that was the amount and that she just had to pay. She said days passed and she kept calling the

wrecker service and they simply stopped answering her calls at which point she and with the help of Ms. McClauthery had to get the police involved in order to get her car back. Ms. Vasquez stated although she got her car back she feels it is unfair to have to pay \$750, especially that she attempted to get her car back on the day it was towed. She asked the Council that they help avoiding this happens to anyone else.

Mary Villarreal: Ms. Villarreal commended the Council for takin action to regulate a service that affects everyone. She stated this was long overdue. She said they have witnessed the unrestricted charges burdened by the most vulnerable as well as many questionable actions. Ms. Villarreal stated regulation should be in administration, she said contracts for this service should be assessed and accountable on a timely basis. She said the Council's vote on this ordinance is a step to serving the citizens equitably, a business service should rightly charge for their service but only what is committed and advertised.

Jack Nieto: Mr. Nieto stated he worked for RGV Harm reduction an Edinburg based nonprofit organization that provides naloxone an overdose prevention medication, hygiene supplies, and other services to marginalized community members specifically focused on the unhoused community. Mr. Nieto was present to address the impact of extreme weather on the unhoused population, he stated in the past few months the nation has seen record-breaking weather temperatures. Mr. Nieto said Edinburg along has recorded 70 days where the temperature was over 95 degrees not counting the feels like temperature or the humidity. He stated earlier in the year there were extreme winter weather patterns, he is here to ask the City to open permanent year-round weather shelters, day and night and run by the City. He said the shelter would provide warming, cooling, a place that is barrier free not requiring identification. Mr. Nieto asked the City to reinvest into public transportation to allow individuals to go onto any city bus and say they are seek shelter from extreme weather and either be allowed to remain on the bus or taken to a shelters. He said one shelter would not be adequate they would need more than one. Mr. Nieto stated the City could also establish universal housing policies, he said housing unhoused residents is a solution.

There were no further Public Comments.

8. PREENTATION AND REPORT

A. Presentation on the City's Water Conservation and Drought Contingency Plan. [Gerardo Carmona Jr., P.E., Director of Utilities]

Gerardo Carmona Jr., P.E., Director of Utilities stated the Water Conservation and Drought Contingency Plan is a plan of the City's strategies to ensure use efficiency, monitor, and respond to water shortages. He stated the Texas Water Development Board and the Texas Commission on Environmental Quality require the plan be updated every five years. He said the City of Edinburg's plan was accepted in May of 2024 and is due for an update in 2029. Mr. Carmona stated the City of Edinburg's contingency plan consists of five stages; stage 1-Voluntary Conservation, Stage 2- Mandatory Compliance-Water Alert, stage 3- Mandatory Compliance-Water Warning, Stage 4-

Mandatory Compliance-Water Shortage, and Stage 5- Mandatory Compliance-Water Shortage Emergency. He stated each stages are triggered by supply, demand, or emergency conditions. Mr. Carmona presented the different stages and triggers, and restrictions; the presentation will be included in the minutes.

Mayor Pro Tem Daniel “Dan” Diaz stated he and Councilmember De Leon were presented with the possibility of stage 3, they were informed this is something the cities are discussing doing together so that it is not just one city enforcing it. He stated he asked that they present the plan tonight because he has always talked about there being too many carwashes and he would like to see if the Council would agree to a five-mile radius so that these carwashes are not so close to each other.

Fern McClaugherty said she checked what the ordinances are when a new business comes in, she said they have to have trees, flowers, bushes, and grass. She stated the new storage development on McColl and 107 planted a truck of St. Agustin grass and the sprinkles were on at 2:00 p.m. She stated because of times like this the City should request developments to put gravel, cactus or plants that do not soak up a lot of water, the City needs to manage some of the beautification right now that the region is having water troubles.

Jaime Acevedo, Director of Planning & Zoning stated the code does require a combination of tree, shrubs, and grass. He said some developers are come up with zeroscapes that do not require too much water. The City code does allow for zeroscapes.

Mayor Ramiro Garza, Jr. stated currently the City Code allows the developers to use the zeroscape.

9. PUBLIC HEARINGS

Mayor Ramiro Garza, Jr. declared the hearing open for public comments on items A through F at 7:20 p.m. There being no further comments, Mayor Ramiro Garza, Jr. declared the hearing closed at 7:41 p.m.

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

Fern McClaugherty: Ms. McClaugherty stated most of the people that live in the surrounding area are elderly and they are opposed to this proposal. She stated more people means more water and drainage to an already poor service area.

MOTION: Councilmember David Salazar, Jr. to Approve Ordinance Providing for the

Rezoning Request from Commercial, General (CG) District and Residential, Suburban (RS) District to Residential, Multi-family (RM) District, Lot 1, E.M.L. Subdivision, and a 0.723 of One Acre Out of Lot 6, Section 237, Texas-Mexican Railway Company's Survey, Located at 2901 West Chapin Road, as Requested by Donaldo Rodriguez on Behalf of Martha Alicia Aguilar.

SECOND: Councilmember Jason De Leon

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr., Councilmember Jason De Leon, Councilmember David Salazar, Jr., and Councilmember David White

NAYS: Mayor Pro Tem Daniel "Dan" Diaz

ABSENT: None

ABSTAIN: None

The motion to Approve carried.

- B. Hold Public Hearing and Consider the Ordinance Providing for the Rezoning Request from Residential, Suburban (RS) District to Commercial, General (CG) District, a Tract of Land Containing 5.083 Acres Situated in the City of Edinburg, County of Hidalgo, Being Out of Lot 11, Section 237, Texas-Mexican Railway Company's Survey, Located at 2900 West Chapin Road, as Requested by Mario A. Salinas on Behalf of Judith Flores-Saldivar, Patricia Flores-Pena, and Belinda Rubi Flores-Gutierrez. (A 4/5 vote is required by the City Council to overturn the Planning & Zoning Commission action.) [Jaime Acevedo, Director of Planning & Zoning]**

Ms. Fern McClaugherty stated she lived on McColl Road she said the area consists of mostly of homes and they would like it to stay as single family residential. She stated the proposal is for a commercial development but can the City's water and sewer handle the growth in that area right now? Ms. McClaugherty asked what improvements are being planned for Chapin Road, with the added traffic.

Mr. Rolando Rodriguez state he was the project engineer and they are proposing a sixteen unit multifamily development on the northwest corner of McColl and Chapin Road. He said the proposal was approved by the Planning and Zoning and they have been coordinating with the Engineering and Utilities Departments to address all concerns and meet the city's standards. Mr. Rodriguez stated the City is growing rapidly and a multifamily development is good for the City.

Mr. Abel Hernandez stated they are working with Mr. Carmona calculating the influx of sewer and drainage to ensure all the numbers worked and had been approved by the Utilities Department. He said the development would be a small complex of high-end apartment units.

Councilmember Jason De Leon asked if there were plans for sewer and drainage improvements.

Mayor Ramiro Garza, Jr. stated there had been no action taken on this item in the previous meeting, there were questions and the no action, opened for the item to be brought back today. Mayor Garza, asked where the entrance would be located.

Mr. Hernandez stated the only entrance would be off Chapin Road about 200 feet from the intersection.

Gentleman was present to speak in pro-terms of the rezoning request for a commercial property on the corner of Chapin Road and McColl Road. He stated one of the things they try to adhere to the City's advice when submitting a rezoning request they focus on an area they consider commercial transitioning zone. He said the area fits that description with already established business in the surrounding area, with the neighboring Dollar General. He stated they are proposing a family oriented retail center that will bring activities to the surrounding neighborhoods.

Judith Flores, Saldivar stated her family has owned this property for many years, back when there was nothing but fields. She said through the years they have seen the area blossom. Ms. Saldivar stated they are impressed with the attention and details that this developer is willing to invest to make this community better. She said as parent she appreciates the value of bringing family oriented entertainment. Ms. Saldivar asked the Council they consider and approve this rezoning request.

Councilmember Jason De Leon asked Jaime Acevedo, Director of Planning & Zoning if the retail plaza in front of a new development is becoming more common.

Gerardo Carmona, Director of Utilities stated they made calculations based on what is being proposed, they could allow it now if the proposal was for one hundred or even fifty lots that would be a lot for the existing system. He said on July 17, 2024 staff rerouted the force main, instead of it going south along McColl it is now going east. Mr. Carmona stated eventually they would have to make improvements downstream, but they would look at that improvement as a regional improvement. They would have to come up with a more recent wastewater master plan, considering how the development affects the sewer system.

Jaime Acevedo, Director of Planning & Zoning the developer will be responsible for fixing the frontage on his lot but as for the other sections that would be something for the streets department to consider.

Mayor Ramiro Garza, Jr. stated if approved once they submit their site plan and their improvement they will have to adhere to all City requirements.

Mayor Pro Tem Daniel "Dan" Diaz asked if this is approved and the next lot wants to do multifamily as well, it would definitely require better infrastructure.

MOTION: Mayor Pro Tem Daniel “Dan” Diaz to Approve Ordinance Providing for the Rezoning Request from Residential, Suburban (RS) District to Commercial, General (CG) District, a Tract of Land Containing 5.083 Acres Situated in the City of Edinburg, County of Hidalgo, Being Out of Lot 11, Section 237, Texas-Mexican Railway Company’s Survey, Located at 2900 West Chapin Road, as Requested by Mario A. Salinas on Behalf of Judith Flores-Saldivar, Patricia Flores-Pena, and Belinda Rubi Flores-Gutierrez.

SECOND: Councilmember David Salazar, Jr.

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Daniel “Dan” Diaz, Councilmember Jason De Leon, Councilmember David Salazar, Jr., and Councilmember David White

NAYS: None

ABSENT: None

ABSTAIN: None

The motion to Approve carried.

- C. Hold Public Hearing and Consider the Ordinance Providing for the Rezoning Request from Agriculture and Open Space (AO) District to Residential, Primary (RP) District, a Tract of Land Containing 17.264 Acres Situated in the City of Edinburg, County of Hidalgo, Texas, Out of Lots 17 and 20, East Retama Subdivision, Located at 4716 North Seminary Road, as Requested by Melden and Hunt, Inc. on Behalf of John Andrew Rigney and Melissa Sanchez Rigney, as Co-trustees of The L & A Irrevocable Trust. (A 4/5 vote is required by the City Council to overturn the Planning & Zoning Commission action.) [Jaime Acevedo, Director of Planning & Zoning]

MOTION: Mayor Pro Tem Daniel “Dan” Diaz to Approve Ordinance Providing for the Rezoning Request from Agriculture and Open Space (AO) District to Residential, Primary (RP) District, a Tract of Land Containing 17.264 Acres Situated in the City of Edinburg, County of Hidalgo, Texas, Out of Lots 17 and 20, East Retama Subdivision, Located at 4716 North Seminary Road, as Requested by Melden and Hunt, Inc. on Behalf of John Andrew Rigney and Melissa Sanchez Rigney, as Co-trustees of The L & A Irrevocable Trust.

SECOND: Councilmember David White

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Daniel “Dan” Diaz, Councilmember Jason De Leon, Councilmember David Salazar, Jr., and Councilmember David White

NAYS: None

ABSENT: None

ABSTAIN: None

The motion to Approve carried.

- D.** Hold Public Hearing and Consider the Ordinance Providing for the Rezoning Request from Residential, Suburban (RS) District to Residential, Urban and Townhome (RU) District, a 2.00 Acre Tract of Land Being the East 2.00 Acres of the West 2.68 Acres, More or Less, of the South One-Half of Lot Eight, Section Two Hundred Forty-Four, Texas- Mexican Railway Company's Survey, Located at 501 East Rogers Road, as Requested by Sergio F. Molina Jr. on Behalf of Jorge and Karina Orocio. (A 4/5 vote is required by the City Council to overturn the Planning & Zoning Commission action.) [Jaime Acevedo, Director of Planning & Zoning]

No Action

- E.** Hold Public Hearing and Consider the Ordinance Providing for the Rezoning Request from Agriculture and Open Space (AO) District to Residential, Suburban (RS) District, a Tract of Land Containing 2.48 Acres, Situated in Hidalgo County, Texas and Also Being Part or Portion of Lot 10, Section 239, Texas-Mexican Railway Company Survey, Located at 1410 West Rogers Road, as Requested by Pablo and Diana Gonzalez. (A 4/5 vote is required by the City Council to overturn the Planning & Zoning Commission action.) [Jaime Acevedo, Director of Planning & Zoning]

MOTION: Councilmember David White to Approve Ordinance Providing for the Rezoning Request from Agriculture and Open Space (AO) District to Residential, Suburban (RS) District, a Tract of Land Containing 2.48 Acres, Situated in Hidalgo County, Texas and Also Being Part or Portion of Lot 10, Section 239, Texas-Mexican Railway Company Survey, Located at 1410 West Rogers Road, as Requested by Pablo and Diana Gonzalez.

SECOND: Mayor Pro Tem Daniel "Dan" Diaz

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Daniel "Dan" Diaz, Councilmember Jason De Leon, Councilmember David Salazar, Jr., and Councilmember David White

NAYS: None

ABSENT: None

ABSTAIN: None

The motion to Approve carried.

- F.** Hold Public Hearing and Consider the Ordinance Providing for the Special Use Permit for the Installation of a Wireless Communications Tower, for a Portion of All that Certain Parcel of Land Lying in the City of Edinburg, County of Hidalgo, State of Texas, Having

Parcel Id: 20407491, Further Described as: Commencing From a Property Corner, Found on the Northeast Corner of Said Parcel, Also Lying on the Western Right of Way of N Jasman Rd, Located at 3224 North I-69C, as Requested by Nicole Bivona.[Jaime Acevedo, Director of Planning & Zoning]

MOTION: Councilmember David Salazar, Jr. to Approve Ordinance Providing for the Special Use Permit for the Installation of a Wireless Communications Tower, for a Portion of All that Certain Parcel of Land Lying in the City of Edinburg, County of Hidalgo, State of Texas, Having Parcel Id: 20407491, Further Described as: Commencing From a Property Corner, Found on the Northeast Corner of Said Parcel, Also Lying on the Western Right of Way of N Jasman Rd, Located at 3224 North I-69C, as Requested by Nicole Bivona.

SECOND: Councilmember David White

There was discussion. Jaime Acevedo, Director of Planning & Zoning addressed the Council's questions.

Councilmember David Salazar, Jr. withdrew his motion.

MOTION: Councilmember David Salazar, Jr. to Deny Ordinance Providing for the Special Use Permit for the Installation of a Wireless Communications Tower, for a Portion of All that Certain Parcel of Land Lying in the City of Edinburg, County of Hidalgo, State of Texas, Having Parcel Id: 20407491, Further Described as: Commencing From a Property Corner, Found on the Northeast Corner of Said Parcel, Also Lying on the Western Right of Way of N Jasman Rd, Located at 3224 North I-69C, as Requested by Nicole Bivona.

SECOND: Mayor Pro Tem Daniel "Dan" Diaz

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Daniel "Dan" Diaz, Councilmember Jason De Leon, Councilmember David Salazar, Jr., and Councilmember David White

NAYS: None

ABSENT: None

ABSTAIN: None

The motion to Deny carried.

10. VARIANCES

- A.** Consider Variance Request to the City's Unified Development Code, Article 5, Section 5.301-A-2, Dedication of Improvements, for the Replat of Lot 5 Block 1 Trenton Town Center, Being a 0.918 of an Acre Gross Tract of Land Out of Lot 5, Trenton Town Center, Recorded in Volume 49, Page 117, Hidalgo County Map Records, Located at 4009 S McColl Road as Requested by SAMES. [Jaime Acevedo, Director of Planning & Zoning]

MOTION: Councilmember Jason De Leon to Approve Variance Request to the City's Unified Development Code, Article 5, Section 5.301-A-2, Dedication of Improvements, for the Replat of Lot 5 Block 1 Trenton Town Center, Being a 0.918 of an Acre Gross Tract of Land Out of Lot 5, Trenton Town Center, Recorded in Volume 49, Page 117, Hidalgo County Map Records, Located at 4009 S McColl Road as Requested by SAMES.

SECOND: Councilmember David Salazar, Jr.

There was discussion. Jaime Acevedo, Director of Planning & Zoning addressed the Council's questions.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Daniel "Dan" Diaz, Councilmember Jason De Leon, Councilmember David Salazar, Jr., and Councilmember David White

NAYS: None

ABSENT: None

ABSTAIN: None

The motion to Approve carried.

11. ORDINANCES

- A. Consider Ordinance Providing for a Temporary Special Use Permit for the Sacred Heart Catholic Church Annual Kermesse to be Held Saturday, September 21, 2024, Being Edinburg Original Townsite, Block 319, Lots 1-5, Located at 216 N. 16th Street at Sacred Heart Catholic Church, As Requested by Sacred Heart Catholic Church. [Jaime Acevedo, Director of Planning and Zoning]

MOTION: Councilmember Jason De Leon to Approve Ordinance Providing for a Temporary Special Use Permit for the Sacred Heart Catholic Church Annual Kermesse to be Held Saturday, September 21, 2024, Being Edinburg Original Townsite, Block 319, Lots 1-5, Located at 216 N. 16th Street at Sacred Heart Catholic Church, As Requested by Sacred Heart Catholic Church.

SECOND: Councilmember David Salazar, Jr.

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Daniel "Dan" Diaz, Councilmember Jason De Leon, Councilmember David Salazar, Jr., and Councilmember David White

NAYS: None

ABSENT: None

ABSTAIN: None

Motion to Approve Carried.

- B.** Consider Ordinance Amending the Code of Ordinances of the City of Edinburg at Title III: Administration, Chapter 30 Administrative Code, Section 30.014(B) Associate Municipal Judges, Allowing the City Council to Appoint One or More Associate Judges. [Josephine Ramirez Solis, City Attorney]

MOTION: Councilmember Jason De Leon to Discuss in Executive Session: Consider Ordinance Amending the Code of Ordinances of the City of Edinburg at Title III: Administration, Chapter 30 Administrative Code, Section 30.014(B) Associate Municipal Judges, Allowing the City Council to Appoint One or More Associate Judges.

SECOND: Councilmember David Salazar, Jr.

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Daniel “Dan” Diaz, Councilmember Jason De Leon, Councilmember David Salazar, Jr., and Councilmember David White

NAYS: None

ABSENT: None

ABSTAIN: None

Motion to Discuss in Executive Session Carried.

- C.** Consider Ordinance Amending the Code of Ordinances of the City of Edinburg at Title XI: Business Regulations, Chapter 118 Vehicle Wrecker and Towing Services Pursuant to Authority Provided by Occupations Code Chapter 2308, Providing for Regulation of Said Services and Establishing a Wrecker Rotation Process. [Jaime Ayala, Chief of Police]

MOTION: Councilmember David White to Approve Ordinance Amending the Code of Ordinances of the City of Edinburg at Title XI: Business Regulations, Chapter 118 Vehicle Wrecker and Towing Services Pursuant to Authority Provided by Occupations Code Chapter 2308, Providing for Regulation of Said Services and Establishing a Wrecker Rotation Process.

SECOND: Councilmember David Salazar, Jr.

There was discussion. Jaime Ayala, Chief of Police addressed the Council’s questions.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Daniel “Dan” Diaz, Councilmember Jason De Leon, Councilmember David Salazar, Jr., and Councilmember David White

NAYS: None

ABSENT: None

ABSTAIN: None
Motion to Approve Carried.

12. BUDGET

- A. Discuss and Consider Proposed Tax Rate for the City of Edinburg for Fiscal Year Beginning October 1, 2024 through September 30, 2025 and Setting Public Hearings.**
[Ascencion Alonzo, Director of Finance]

MOTION: Councilmember David White to Approve keeping 63 cents Tax Rate for the City of Edinburg for Fiscal Year Beginning October 1, 2024 through September 30, 2025 and Setting Public Hearings.

SECOND: Mayor Pro Tem Daniel “Dan” Diaz

There was discussion. Ascencion Alonzo, Director of Finance addressed the Council’s questions.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

Councilmember David White- Affirmative
Mayor Pro Tem Daniel “Dan” Diaz- Affirmative
Mayor Ramiro Garza, Jr. -Affirmative
Councilmember David Salazar, Jr. - Affirmative
Councilmember Jason De Leon- Affirmative

Motion to Approve Carried.

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

1. General Fund: FROM Salaries TO Employee Events; Overtime; Cleaning, Mowing & Demolition; Credit Card Merchant Charges; State of the City Address; All America City; C.M. Ins. Claims Settlement; Flat Rate Assessment; General Insurance; Cnty Appraisal Service; Special Projects; and Hurricane/Service Weather Exp., in the Amount of \$503,417. [Ascencion Alonzo, Director of Finance]

MOTION: Councilmember David White to Approve the Fiscal Year 2023-2024 Budget Transfer for the Following: Finance 1. General Fund: FROM Salaries TO Employee Events; Overtime; Cleaning, Mowing & Demolition; Credit Card Merchant Charges; State of the City Address; All America City; C.M. Ins. Claims Settlement; Flat Rate Assessment; General Insurance; Cnty Appraisal Service; Special Projects; and Hurricane/Service Weather Exp., in the Amount of \$503,417.

SECOND: Mayor Pro Tem Daniel “Dan” Diaz

There was discussion. Ascencion Alonzo, Director of Finance addressed the Council’s

questions.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Daniel “Dan” Diaz, Councilmember Jason De Leon, Councilmember David Salazar, Jr., and Councilmember David White

NAYS: None

ABSENT: None

ABSTAIN: None

Motion to Approve Carried.

13. APPOINTMENTS

- A. Consider Appointments to the Following City Advisory Board, Council, Commission and Committee: Zoning Board of Adjustment, Two Alternate Members. [Clarice Y. Balderas, City Secretary]

MOTION: Councilmember Jason De Leon to Appoint Omar Govea and Nancy Ramirez to the Zoning Board of Adjustment, and keep Michael Aaron Cantu-Chairman, Eliseo Garza Jr.-Vice Chairman, Gregory A Vasquez-3rd member, Marc Gonzalez-4th member, Andrew Leal-5th member, Omar Govea- Alternate, Ruben Ruiz- Alternate, Nancy Ramirez- Alternate, and Dustin Garza- Alternate.

SECOND: Mayor Pro Tem Daniel “Dan” Diaz

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Daniel “Dan” Diaz, Councilmember Jason De Leon, Councilmember David Salazar, Jr., and Councilmember David White

NAYS: None

ABSENT: None

ABSTAIN: None

Motion to Approve Carried.

14. CONSENT AGENDA

- A. Consider Authorizing the City Manager to Enter Into a Waterline Access Agreement with North Alamo Water Supply Corporation to Provide Fire Protection Services to Los Pinos Property. [Gerardo Carmona Jr, P.E., Director of Utilities]

MOTION: Councilmember Jason De Leon to Approve Authorizing the City Manager to Enter Into a Waterline Access Agreement with North Alamo Water Supply Corporation to Provide Fire Protection Services to Los Pinos Property.

SECOND: Councilmember David White

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Daniel “Dan” Diaz, Councilmember Jason De Leon, Councilmember David Salazar, Jr., and Councilmember David White

NAYS: None

ABSENT: None

ABSTAIN: None

Motion to Approve Carried.

- B. Consider Resolution Authorizing the City Manager to Enter Into a Renewal Agreement with the County of Hidalgo for the Enforcement of the Scofflaw Program and to Execute Any Documents Related Thereto.**[Maribel Velasquez, Court Administrator]

MOTION: Councilmember Jason De Leon to Approve Resolution Authorizing the City Manager to Enter Into a Renewal Agreement with the County of Hidalgo for the Enforcement of the Scofflaw Program and to Execute Any Documents Related Thereto.

SECOND: David White

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Daniel “Dan” Diaz, Councilmember Jason De Leon, Councilmember David Salazar, Jr., and Councilmember David White

NAYS: None

ABSENT: None

ABSTAIN: None

Motion to Approve Carried.

- C. Consider Approving an Amendment to the Interlocal Agreement Between the City of Edinburg and the City of Donna, Texas for the Disposal of Non-Hazardous Solid Waste Material at the Edinburg Regional Sanitary Landfill Facility.** [Ramiro L. Gomez, Director of Solid Waste Management]

MOTION: Councilmember Jason De Leon to Approve an Amendment to the Interlocal Agreement Between the City of Edinburg and the City of Donna, Texas for the Disposal of Non-Hazardous Solid Waste Material at the Edinburg Regional Sanitary Landfill Facility.

SECOND: Councilmember David White

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Daniel “Dan” Diaz, Councilmember Jason De Leon, Councilmember David Salazar, Jr., and Councilmember David White

NAYS: None

ABSENT: None

ABSTAIN: None

Motion to Approve Carried.

15. OTHER BUSINESS

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

Mayor Pro Tem Daniel “Dan” Diaz an item to discuss creating a radius for carwashes in the City of Edinburg.

Mayor Ramiro Garza, Jr. an update from staff regarding the residents requesting sewer improvements on Gwin Road.

16. EXECUTIVE SESSION

MOTION: Councilmember David Salazar, Jr. to convene into Executive Session.

SECOND: Councilmember David White

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem “Dan” Diaz, Councilmember Jason De Leon, Councilmember David Salazar, Jr., and Councilmember David White

NAYS: None

ABSENT: None

ABSTAIN: None

The motion to Approve carried.

Mayor Ramiro Garza, Jr. convened into Executive Session 8:04 p.m.

OPEN SESSION

MOTION: Councilmember David White to convene into Open Session.

SECOND: Councilmember David Salazar, Jr.

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem “Dan” Diaz, Councilmember Jason De Leon, Councilmember David Salazar, Jr., and Councilmember David White

NAYS: None

ABSENT: None

ABSTAIN: None

Motion to Approve Carried.

Mayor Ramiro Garza, Jr. Reconvened into Open Session at 9:32 p.m. and stated no action was taken in Executive Session.

- A. Consultation with City Attorney. (§551.071. Consultation with Attorney; Closed Meeting; §551.087)
No Action

- B. Discussion and Possible Action Regarding Economic Development Projects. (§551.071 Consultation with Attorney; §551.087 Deliberation Regarding Economic Development Negotiations; Closed Meeting.)

MOTION: Councilmember David Salazar to Approve Entering into an agreement Regarding Economic Development- Projects as discussed in Executive Session.

SECOND: Councilmember Jason De Leon

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem “Dan” Diaz, Councilmember Jason De Leon, Councilmember David Salazar, Jr. and Councilmember David White

NAYS: None

ABSENT: None

ABSTAIN: None

Motion to Approve Carried.

17. ADJOURNMENT

MOTION: Councilmember David Salazar, Jr. to Adjourn the meeting.

SECOND: Mayor Pro Tem Daniel “Dan” Diaz

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr. Mayor Pro Tem Daniel “Dan” Diaz, Councilmember Jason De Leon, Councilmember David Salazar, Jr. and Councilmember David White

NAYS: None

ABSENT: None

ABSTAIN: None

The motion to Approve carried.

Mayor Ramiro Garza, Jr., Adjourned the meeting at 9:34 p.m.

CITY OF EDINBURG

Ramiro Garza, Jr., Mayor

ATTEST:

Clarice Y. Balderas, City Secretary

City Council Approval: _____



MINUTES OF THE EDINBURG CITY COUNCIL SPECIAL MEETING
CITY OF EDINBURG, HIDALGO COUNTY, TEXAS

Location: Edinburg City Hall-Council Chambers

415 West University Dr.

Edinburg, Texas 78541

JULY 11, 2024

6:00 PM

Mayor Ramiro Garza, Jr. called the meeting to order at 6:00 p.m.

PRESENT:

Ramiro Garza, Jr.	Mayor
Daniel “Dan” Diaz	Mayor Pro Tem
David Salazar, Jr.	Councilmember Place 3
David White	Councilmember Place 4
Myra L. Ayala	City Manager
Clarice Y. Balderas	City Secretary
Omar Ochoa	City Attorney

ABSENT:

Jason De Leon	Councilmember Place 2
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1. CALL TO ORDER, ESTABLISH QUORUM

A. Pledge of Allegiance by Mayor Ramiro Garza, Jr.

2. CERTIFICATION OF PUBLIC NOTICE

Mayor Ramiro Garza, Jr. verified the City Secretary’s posting of the City Council meeting and its compliance as required by the Texas Open Meetings Act. The notice was posted on July 05, 2024 at 5:20 p.m.

3. DISCLOSURE OF CONFLICT OF INTEREST

City Attorney Omar Ochoa stated under State Law a conflict of interest exists if a Councilmember or a certain member of that Councilmember’s family has a qualifying financial interest in any agenda item. Members with a conflict of interest cannot participate in the discussion nor vote on that agenda item.

Omar Ochoa, City Attorney asked Mayor and Councilmembers if there were any known conflict of interest to disclose at that time.

There were no conflict of interests presented.

4. PUBLIC COMMENTS

There were no Public Comments.

5. PRESENTATION AND REPORT

A. Presentation by the Boys and Girls Club of Edinburg RGV.

Daisy, Boys and Girls Club of Edinburg RGV was present to inform everyone that the Boys and Girls Club of Edinburg RGV was awarded a \$25,000.00 grant through Family Dollar Boys and Girls Club of America for their Think Learn Create (TLC) Challenge. She stated the club members were tasked to come up with a problem to that they were facing themselves or their community as a whole.

Madilyn Archer, Boys and Girls Club of Edinburg RGV member stated the Rio Grande Valley is facing water scarcity and water security issues so they have compiled four mayor problems the community is facing. Miss Archer stated with the way the population is expanding, there is an increase in the way climate influences water scarcity and it often coincides with the rainfall patterns as well as increase in temperatures. She in the Rio Grande Valley agriculture plays a significant role on the economy; however, the lack of water and poor circulation is an issue. Miss Archer stated due to the Rio Grande Valley being one of the fastest growing places in South Texas it often leads to a high demand of water. She said some of the impacts is the stress being placed on the farmers due to the high demand of produce; with the lack of it, farmers are forced to raise their prices affecting the local economy that is already being submerged with the prices of inflation. She stated another issue is that with each new business water companies are only given a certain amount of water to be used annually. Miss Archer said if one company were to use only half of the water allotted another company who used all its water could ask to purchase the unused water. That would in turn would cause a shadow economy and while those businesses would be, making double profit the local community is forced to face water restrictions. Miss Archer stated along with the issues of water scarcity there are solutions that may alleviate these issues; she said the most beneficial solution to the local community is infrastructure improvements. Miss Archer said these include but are not limited to more water storm in areas that are prone to flooding, water conservation programs that encourage and teach people and businesses how to properly utilize their water. She said that would assist in the summer months when people are more prone to abuse the water regulations in place.

Jose Franciso Velsik, Boys and Girls Club of Edinburg RGV member stated wastewater is a major contributor to declines of water quality. Human waste and sewage are often combined forming bacteria's and chemicals that are harmful toward human life. He said the different bacterias range from algae bloom, which is not just harmful for humans but also to aquatic life, livestock, and even some pets. Mr. Velsik stated water quality is a complex issue as well as having a major impact on human health, livestock, aquatic life and even pets. He said the impact is not limited to environmental factors they also cause harm to the local economy. There are increased the costs to treat the large bodies of waters here in the City of Edinburg. Bacteria such as brain eating amoebas are small but

deadly to humans. He said the medical costs could pile up if someone were to get sick from drinking or swimming in untreated water. Mr. Velsik stated some ways to address these at home is by limiting the chemicals like bleach, detergents people use when cleaning and by being mindful not to dump these chemicals into sanitary and sewer systems which will be recycled backed into the homes. The City can help by improving the treatment methods and facilities they use. He stated the City could also regulate and enforce that farmers not to use certain harmful pesticides that could flow back into the waterways.

Jose Rotilio Velsik, Boys and Girls Club of Edinburg RGV member stated the third cause they are presenting is flooding. He said some causes for flooding are extreme weather events such as tropical storms, hurricanes, and even long heavy rainfall. Mr. Velsik stated that the RGV being one of the fastest growing community there is a lack of proper drainage systems in neighborhoods and this in turn causes flooding causing damage to home and the local ecosystem. He said many issues the community faces after a flood are damage to homes and businesses with black mold debris, toxic materials, and bacteria. Mr. Velsik stated because of the damages many people are forced to relocate with family members or temporary government centers temporary or permanently. He said during and after flooding private wells can become infected with bacteria, microorganisms, and other pollutants that can cause serious illness to the human body. Mr. Velsik stated some solutions for those problems are implementing zoning laws that can prevent building homes and businesses in flood prone areas. He said that would help citizens and the local economy by foresting any money from being forcefully being allocated to those issues. He stated another way the City could the citizens without taking long periods of time building dams, drains, ect. they can create greenspaces in places that can absorb and manage floodwaters. Mr. Velsik stated the biggest assistance would be to build dams, upgrading the rainwater catchers and drainage systems in communities that are prone to flooding and help prevent those issues in the Rio Grande Valley.

Ayleen Hernandez, Boys and Girls Club of Edinburg RGV member stated ecosystem degradation, deforestation, over grazing, pollution, and climate change all contribute to environmental degradation and could lead to a decreased crop yield and water shortages. She said it is a pressing issue that affects everyone in the Rio Grande Valley, caused by a variety of factors from human activities to natural disasters. Miss Hernandez stated the lack of water decreases food quality, water cycle, animals and plant activity are only a few impacts from environmental degradation. She said the loss of the biodiversity could be detrimental as there are many good bacterias and nutrients that can help organically help purify water to a certain extent. Miss Hernandez stated the local economy is also impacted. Degraded natural areas reduce recreational opportunities like swimming, fishing at lakes and even children and families playing in open fields. She stated environmental solutions could assist ecosystem degradation including planting trees, soil restoration, and regenerative agriculture. She said conservation programs could help endangered species as well as promoting biodiversity, and sustainable practices such as encouraging farmers and urban development. She said workers should be mindful to the environment and how it maintains an important role in the community.

Madilyn Archer stated they had some recommendations for the City is enhancing water conservation efforts, by doing so they can widespread water saving practices through local news channels and newspapers. The City can promote public engagement by educating and involving the community so that everyone know the problem affects everyone and it not being just a city issue. She stated this would help people feel more on board especially when it comes to strengthening water regulations on people and farmers. Miss Archers stated this would take some time but would cause significant improvement is investing and upgrading wasteful water facilities including controlling the water flood control systems that can help neighborhood in need of infrastructure improvements. She said there are many examples of the four mentioned solutions working in favor of the local community such as the municipal water conservation initiatives in Edinburg, local programs aimed at reducing water usage and promoting water conservation. Another example is informing the people in ways they can conserve water is by making digital flyers in English and Spanish that pop as soon as you enter the City's website, this shows that the City can help the citizens without the need of pressuring anyone.

Miss Madilyn Archer went on to describe the pictures, graphics, tests, and data collected for their project.

Mayor Ramiro Garza, Jr. thanked the Boys and Girls Club of Edinburg RGV members for their presentation. He asked how the competition would take place would it be presented and judged with a section for questions and answers.

Mayor Pro Tem Daniel "Dan" Diaz congratulated the group on their presentation stating everyone was well prepared and they did not seem nervous. He stated he along with the Rio Grande Valley partnership in Weslaco went to Washington D.C. to speak to the state legislator he said they talked a lot about water, and if the group had any questions or needed more information they could reach out to Daniel Silva.

Councilmember David White stated during your competition the group could now say they presented their project to their local leaders and they were receptive to their recommendations.

Councilmember David Salazar, Jr. congratulated the group and stated their hard work was highly noticeable. He stated the part about the agricultural land he sees the impact because they raise cattle and with the lack of water, it was hard to get hay and it does lead back into the community with the purchase of the cattle, beef, and vegetables that then are sent north. He stated as Councilmember David White said the project states the problem and a solution to every problem being faced right now. Councilmember David Salazar, Jr. expressed his and the Council's support.

Mayor Ramiro Garza, Jr. asked why they selected water as the topic?

Miss Madilyn Archer stated while doing their research they come across how there were so many dry years and the effect it had not just on the farmers, it affects everyone. Water is needed to survive, and it is easy to complain but why not also be part of the solution.

Mayor Ramiro Garza, Jr. stated the City of Edinburg's reliance of water is from the Rio Grande River, with no alternative sources of water. He said they are exploring other options but currently rely 100% on the river. Mayor Garza stated during the droughts it is a big issue not just for Edinburg, but also for the entire region. He explained the water is pumped from the river through the canal systems into the treatment facilities, where it is treated for everyone to use. He stated there is less and less water available, so the topic is one of the most important issues that this region faces. Mayor Ramiro Garza, Jr. asked so what happens next how do we work on implementing these ideas.

Anna, Boys and Girls Club of Edinburg RGV Board Member stated they presented the project to Gerardo Carmona, Director of Utilities and he stated there were things that the City could use, for example more community engagement. She said just going out there and letting the community know how serious the water shortage is. Ms. Anna stated the Boys and Girls Club of Edinburg RGV have many community events where the awareness can be shared, and the community can see that it is not just a city problem and that they can all do their part. She stated Mr. Carmona mentioned a big problem was getting grants to help address the water issues, he stated a new water treatment facility is over 30 million dollars, and the City is currently working on renovating the existing treatment plant.

Daisy, Director of Boys and Girls Club of Edinburg RGV thanked the Council for their support.

Mayor Ramiro Garza, Jr. wished the kids good luck in Washington and he thanked the parents and the Boys and Girls of Edinburg RGV staff.

6. ADJOURNMENT

MOTION: Councilmember David White to Adjourn the meeting.

SECOND: Councilmember David Salazar, Jr.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr. Mayor Pro Tem Daniel "Dan" Diaz, Councilmember Jason De Leon, Councilmember David Salazar, Jr. and Councilmember David White

NAYS: None

ABSENT: None

ABSTAIN: None

The motion to Approve carried.

Mayor Ramiro Garza, Jr., Adjourned the meeting.

CITY OF EDINBURG

Ramiro Garza, Jr., Mayor

ATTEST:

Clarice Y. Balderas, City Secretary

City Council Approval: _____



**MINUTES OF THE EDINBURG CITY COUNCIL AND EDINBURG ECONOMIC
DEVELOPMENT CORPORATION BOARD OF DIRECTORS SPECIAL MEETING**

CITY OF EDINBURG, HIDALGO COUNTY, TEXAS

Location: Edinburg City Hall-Council Chambers

415 West University Dr.

Edinburg, Texas 78541

JULY 16, 2024

5:00 PM

Mayor Ramiro Garza, Jr. called the meeting to order at 5:01 p.m.

PRESENT:

Ramiro Garza, Jr.	Mayor
Daniel “Dan” Diaz	Mayor Pro Tem
Jason De Leon	Councilmember Place 2
David Salazar, Jr.	Councilmember Place 3
David White	Councilmember Place 4
Myra L. Ayala	City Manager
Clarice Y. Balderas	City Secretary
Omar Ochoa	City Attorney

ABSENT:

1. CALL TO ORDER, ESTABLISH QUORUM

A. Pledge of Allegiance by Mayor Ramiro Garza, Jr.

2. CERTIFICATION OF PUBLIC NOTICE

Mayor Ramiro Garza, Jr. verified the City Secretary’s posting of the City Council meeting and its compliance as required by the Texas Open Meetings Act. The notice was posted on July 12, 2024 at 6:15 p.m.

3. DISCLOSURE OF CONFLICT OF INTEREST

City Attorney Omar Ochoa stated under State Law a conflict of interest exists if a Councilmember or a certain member of that Councilmember’s family has a qualifying financial interest in any agenda item. Members with a conflict of interest cannot participate in the discussion nor vote on that agenda item.

Omar Ochoa, City Attorney asked Mayor and Councilmembers if there were any known conflict of interest to disclose at that time.

There were no conflict of interests presented.

4. PUBLIC COMMENTS

There were no Public Comments.

5. EXECUTIVE SESSION

MOTION: Mayor Pro Tem Daniel “Dan” Diaz to convene into Executive Session.

SECOND: Councilmember David Salazar, Jr.

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem “Dan” Diaz, Councilmember Jason De Leon, Councilmember David Salazar, Jr., and Councilmember David White

NAYS: None

ABSENT: None

ABSTAIN: None

The motion to Approve carried.

Mayor Ramiro Garza, Jr. convened into Executive Session 5:02 p.m.

OPEN SESSION

MOTION: Councilmember David Salazar, Jr. to convene into Open Session.

SECOND: Councilmember David White

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem “Dan” Diaz, Councilmember Jason De Leon, Councilmember David Salazar, Jr., and Councilmember David White

NAYS: None

ABSENT: None

ABSTAIN: None

Motion to Approve Carried.

Mayor Ramiro Garza, Jr. Reconvened into Open Session at 6:04 p.m. and stated they had a joint meeting in close session. No action was taken in Executive Session.

- A. Discussion and Possible Action Regarding Economic Development. (§551.071 Consultation with Attorney; §551.087 Deliberation Regarding Economic Development Negotiations; Closed Meeting.)**

No Action

- B.** Consultation with City Attorney Regarding Economic Development. (§551.071 Consultation with Attorney; §551.087 Deliberation Regarding Economic Development Negotiations; Closed Meeting.)

No Action

- C.** Consultation with City Attorney and Possible Action Regarding Project Born Again. (§551.071 Consultation with Attorney; §551.087 Deliberation Regarding Economic Development Negotiations; Closed Meeting.)

No Action

6. ADJOURNMENT

MOTION: Mayor Pro Tem Daniel “Dan” Diaz to Adjourn the meeting.

SECOND: Councilmember David Salazar, Jr.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr. Mayor Pro Tem Daniel “Dan” Diaz, Councilmember Jason De Leon, Councilmember David Salazar, Jr. and Councilmember David White

NAYS: None

ABSENT: None

ABSTAIN: None

The motion to Approve carried.

Mayor Ramiro Garza, Jr., Adjourned the meeting at 6:06 p.m.

CITY OF EDINBURG

Ramiro Garza, Jr., Mayor

ATTEST:

Clarice Y. Balderas, City Secretary

City Council Approval: _____



**MINUTES OF THE EDINBURG CITY COUNCIL AND EDINBURG ECONOMIC
DEVELOPMENT CORPORATION BOARD OF DIRECTORS SPECIAL MEETING**

CITY OF EDINBURG, HIDALGO COUNTY, TEXAS

Location: Edinburg City Hall-Council Chambers

415 West University Dr.

Edinburg, Texas 78541

JULY 30, 2024

6:00 PM

Mayor Ramiro Garza, Jr. called the meeting to order at 6:20 p.m.

PRESENT:

Ramiro Garza, Jr.	Mayor
Daniel “Dan” Diaz	Mayor Pro Tem
Jason De Leon	Councilmember Place 2
David Salazar, Jr.	Councilmember Place 3
David White	Councilmember Place 4
Myra L. Ayala	City Manager
Clarice Y. Balderas	City Secretary
Omar Ochoa	City Attorney

ABSENT:

1. CALL TO ORDER, ESTABLISH QUORUM

A. Pledge of Allegiance by Mayor Ramiro Garza, Jr.

2. CERTIFICATION OF PUBLIC NOTICE

Mayor Ramiro Garza, Jr. verified the City Secretary’s posting of the City Council meeting and its compliance as required by the Texas Open Meetings Act. The notice was posted on July 26, 2024 at 7:45 p.m.

3. DISCLOSURE OF CONFLICT OF INTEREST

City Attorney Omar Ochoa stated under State Law a conflict of interest exists if a Councilmember or a certain member of that Councilmember’s family has a qualifying financial interest in any agenda item. Members with a conflict of interest cannot participate in the discussion nor vote on that agenda item.

Omar Ochoa, City Attorney asked Mayor and Councilmembers if there were any known conflict of interest to disclose at that time.

There were no conflict of interests presented.

4. PUBLIC COMMENTS

Fern McClaugherty: Ms. McClaugherty stated every time the Council goes into Executive Session it is going to cost the people money. She stated the Council will say the Edinburg Economic Development Corporation (EEDC) has selected a developer that will be something great to the City and don't worry the City will not have to pay for the entire project. Ms. McClaugherty stated the people would like to know if the City is using the EEDC to avoid the advertising process that the City is required to follow. She said that is not transparent it is deceptive. Ms. McClaugherty reminded the Council the people are watch closely and will keep in mind what the Council is spending during the next election to determine if they will put each back in those chairs.

There were no further Public Comments.

5. EXECUTIVE SESSION

MOTION: Councilmember David White to convene into Executive Session.

SECOND: Mayor Pro Tem Daniel "Dan" Diaz

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem "Dan" Diaz, Councilmember Jason De Leon, Councilmember David Salazar, Jr., and Councilmember David White

NAYS: None

ABSENT: None

ABSTAIN: None

The motion to Approve carried.

Mayor Ramiro Garza, Jr. convened into Executive Session 6:24 p.m.

OPEN SESSION

MOTION: Councilmember David White to convene into Open Session.

SECOND: Councilmember David Salazar, Jr.

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem "Dan" Diaz, Councilmember Jason De Leon, Councilmember David Salazar, Jr., and Councilmember David White

NAYS: None

ABSENT: None

ABSTAIN: None

Motion to Approve Carried.

Mayor Ramiro Garza, Jr. Reconvened into Open Session at 7:50 p.m. and stated they had a joint meeting in close session. No action was taken in Executive Session.

- A. Discussion and Possible Action Regarding Economic Development. (§551.071 Consultation with Attorney; §551.087 Deliberation Regarding Economic Development Negotiations; Closed Meeting.)

MOTION: Councilmember David White to Ratify EEDC action Regarding Project Cave, Project M and T and Project FB all on the terms discussed in Executive Session.

SECOND: Councilmember David Salazar, Jr.

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem “Dan” Diaz, Councilmember Jason De Leon, Councilmember David Salazar, Jr., and Councilmember David White

NAYS: None

ABSENT: None

ABSTAIN: None

The motion to Approve carried.

- B. Consultation with City Attorney Regarding Economic Development. (§551.071 Consultation with Attorney; §551.087 Deliberation Regarding Economic Development Negotiations; Closed Meeting.)
No Action

6. ECONOMIC DEVELOPMENT

- A. Discussion Regarding the Edinburg Economic Development Corporation Three-Year Strategic Plan.

Raudel Garza, Edinburg Economic Development Corporation (EEDC) Executive Director stated a month ago they went through the process for a strategic plan, he said they set goals. The first goal is Recruitment/ Business Retention and Expansion/ Workforce Development: To develop a business recruitment and retention plan. The second goal is Industrial Park/Airport: To develop additional industrial properties. The third goal Downtown Development: To finalize bond projects. The fourth goal Retail/Commercial/Small Business: To increase the number of businesses in the entertainment, dining, and hospitality industries. The fifth goal is Organizational Management/ Internal Efficiency: To enhance organizational and operational efficiencies.

Mayor Pro Tem Daniel “Dan” Diaz asked the Council to look at 3.3 Expand the Flip Program, he stated that he suggest Expand the Flip Program be a line item for the EEDC budget every year, to ensure that they can help forty to fifty businesses every year. He said it was such a positive program there are so many businesses asking if this will be done again and how they can sign up next year. Mayor Pro Tem Diaz stated there were some businesses that did not apply, that do not know how to apply, or do not have the means to apply.

Veronica Gonzalez stated when they would to the businesses that received Flip moneys were very grateful. She said so much the City needs facade improvements, parking lots, maybe even expansions depending on the needs. Ms. Gonzalez stated the Flip Program is doing a lot to beautify the City and attracting many new businesses.

Mayor Ramiro Garza, Jr. stated the Flip is a great program and he would like to have a forum for the small businesses to promote the program. He said during the forum they could get feedback and answer any questions, just a small business forum highlighting this program and the other programs available. Mayor Garza stated maybe it can be an annual program and if people have questions they can advise them to attend the forum. He said he appreciated the EEDC doing this programs; he said he has nothing but good comments. Mayor Garza asked if there was still an opportunity for input, is this plan a three year plan, will there be dollar amounts for some of these goals, will there be any metrics like capital investments or jobs to be created in any of the goals.

Raudel Garza stated yes, there would be metrics and once the plan is adopted, they will have to review it on a regular basis. They will have it in a binder and have it as reference at every meeting to ensure they stay on track.

Councilmember David Salazar, Jr. asked if an evaluation had already been done on 5.6 CEO Evaluation (yearly).

Councilmember Jason De Leon asked Mr. Raudel for a breakdown of the marketing and services done for this year.

B. Discussion Regarding the Edinburg Economic Development Corporation FY 2024-2025 Budget and Program of Work.

Raudel Garza, Edinburg Economic Development Corporation (EEDC) Executive Director stated it was a very preliminary high-level draft budget; the board has not even reviewed it. He stated this is just looking more at the operating expenses. Mr. Garza stated the revenue they are projecting for the 23-24 Fiscal year is about \$9,401,810.50 and on the amended amount is \$9.5 million. He said for next year it is slightly above the current tract of \$9.8 million an estimate with a 3% increase over this year’s numbers. The interest earned on the operating funds is \$105,970.11 is more or less, what they are projecting for this year. The sale of EEDC property this year so far is \$1.75 million, that they have closed on, and there are no plans on closing on anything in the next sixty days so that amount should not change. He stated he needed to do an analysis on what they expect to close on for the next year, depending on some areas

they are replatting and building an extension to one of the roads at North Industrial Park. The transfers from the general fund are about \$10 million, and they had projected \$13.8 million. He said for next year he is not projecting anything because they are just looking at the expenditures for the \$9.9 million revenue stream. Mr. Garza stated he has two positions that need to be filled, he said salaries, over time, longevity, and vehicle allowance are in line with the number of people working. On professional services it shows a large increase because they talked about the need for other legal services for next year. The accounting services, they have discussed the possibility of doing internal accounting verses the City staff doing their financials. For the marketing and advertising services, they are suggesting an increase, they are estimating about \$480,000 in marketing services. On communications service agreements is mostly their phones and IT stuff, projecting about \$1000.00 a month. He said they do not have much on the new office space, utilities, printing. Rents and Contractuals for internal copiers, office space on track to stay within \$33, 680.00, but if they move to the transit center there will be increase and it is accounted for. The administration fee from the City is \$500,000 they have talked about adjusting that but for the draft budget, he kept it at \$500,000. Research, studies, other contracts is at about \$112,000, travel training mostly professional development if the staff increases there might be an increase from the \$60,000 to \$78,000, he stated these amount are before they start refining the trips. Continuing education \$18,000 to keep up to date with everything going on. Conferences for this year is about \$70,000 and this does not just staff this includes board members, and they are looking to increase the number of conferences they attend. Membership dues and subscriptions is currently at \$43,000 and they want to be more involved with other organizations. Office maintenance-IT is at \$6,723 and if they move to a new office that amount will increase slightly. Property maintenance they had budgeted \$800,000, which will not be expended this year it will be carried over. Purchase of property they have \$4.6 million budgeted this year but depending on how things go it might be expended if not they carry it forward. Mr. Garza stated they had set aside \$2.3 million for next year, some of potential for that was discussed in Executive Session. Economic Development incentives they are on track with \$200,000 of \$500,000 they had set aside, next year based on the commitments they have they will be spending about \$1.2 million. Contributions to the City on different projects is about \$13.1 million. Domain Development Corp. \$400,000 for two projects with they have completed (Jersey Mike's and Dunkin Dounuts) and they have earned \$49,000 which will be paid out by the end of this fiscal year. Kapal is a multi-year incentive and this year they will earn about \$40,000 and next year it will be double that because they just opened up this year. Job training program should be Small Business Development has expended \$189,000 not just on Flip but for other small business trainings, they have done. Mr. Garza said they had \$515,000 set aside this year and \$400,000 of it went to the Flip Program. For next year they have \$ 600,000 set aside \$400,000 for Flip and \$200,000 for the Small Business and Workforce Development initiatives. Debt service/Principal/Interest is not very different year after year. They have about \$2.6 million in bond debts that they are paying off. Sponsorships they have kept it at about \$93,000 but they always keep extra just in case something comes up. The general insurance might go up depending on how much property they acquire that amount will go up. Mr. Garza stated that was a very preliminary operating budget, they also have

the bond funds. They still have about \$1.8 million that they need to expand on the Workforce Resource Center and they are projecting they will do that next year along with some interest earned on that money. The EDC Series 2021 bonds for the ACE Center and the Parking Garage, they have about \$2 million that needs to be transferred out to build a parking garage. Mr. Garza stated this was just a preliminary budget and on August 12, 2024, they would like to meet with the board to finalize the budget. He said they typically present their finalized budget to the City on the first meeting in September.

Mayor Ramiro Garza, Jr. asked if the board was looking to continue with project Lift, and has it worked so far. He said Project Lift is a good small business program and he thinks they should continue with it.

Raudel Garza said he thinks they should, he stated there is about \$10,000 let in that fund from the City's portion and this falls under jobs and trainings so there should be enough funds set aside to continue with Project Lift.

Councilmember Jason De Leon asked what budget fund would cover if the EEC wants to show a developer around and maybe take them out to eat.

Raudel Garza stated it was come out of Marketing and Advertising Fund.

Mayor Ramiro Garza, Jr. asked that both the EEDC and City Staff provide a list of all the vacant property owned by both the City of Edinburg and the EEDC.

Myra L. Ayala, City Manager stated they could include the initial intended purpose or if there was, no initial use intended for the properties owned and what infrastructure is in place for the property.

7. ADJOURNMENT

MOTION: Councilmember David Salazar, Jr. to Adjourn the meeting.

SECOND: Councilmember Jason De Leon

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr. Mayor Pro Tem Daniel "Dan" Diaz, Councilmember Jason De Leon, Councilmember David Salazar, Jr. and Councilmember David White

NAYS: None

ABSENT: None

ABSTAIN: None

The motion to Approve carried.

Mayor Ramiro Garza, Jr., Adjourned the meeting at 8:23 p.m.

CITY OF EDINBURG

Ramiro Garza, Jr., Mayor

ATTEST:

Clarice Y. Balderas, City Secretary

City Council Approval: _____



CITY OF EDINBURG - CITY COUNCIL

Meeting Date: November 19, 2024

CONSENT AGENDA

Agenda Item No: 17.F.

Canceling Regular Scheduled Meeting

1. Agenda Item:

Consider Canceling the Tuesday, December 17, 2024 City Council Regular Meeting. [Clarice Y. Balderas, City Secretary]

2. Description:

The City of Edinburg Code of Ordinances at Title III Administration, Chapter 31 City Council, Section 31.01 Rules and order of business for City Council Meetings, Rule 1: Regular meetings, states that the regular meetings of the City Council shall be held on the first and third Tuesdays of every month at 6:00 p.m., at Edinburg City Hall in the City of Edinburg, Texas. Whenever a function conflicts with the Tuesday of a regular meeting, such regular meeting may be scheduled as soon as practical at the same time and place. Special meetings of the City Council shall be held as scheduled.

In previous years the Council has canceled the second City Council Meeting in December due to the upcoming holidays. It is being recommended the meeting of Tuesday, December 17, 2024 be canceled.

There are no public hearings scheduled, nor are there any anticipated Governing Body issues that would require legislative action prior to the next Regular Meeting which will be held Tuesday, January 07, 2024.

3. Staff's Recommendation:

Approve Canceling the Tuesday, December 17, 2024 City Council Regular Meeting.

Reviewed by:

Prepared by:

Clarice Balderas, City
Secretary

Attachments:

None