



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
JANUARY 7, 2025
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. PROCLAMATION/RECOGNITION

- A. Presentation of Proclamation Recognizing Mr. Lewis Christopher Callis† for his Service to the Military and the City of Edinburg Community. [Clarice Y. Balderas, City Secretary]
- B. Presentation of Proclamation Recognizing January 2025 as Edinburg Consolidated Independent School District Board of Trustees Month. [Clarice Y. Balderas, City Secretary]

5. 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.

6. PRESENTATION

- A. Presentation by the Edinburg Housing Authority (EHA) Regarding the EHA's Fiscal Year 2025-2026 Annual Public Housing Authority Plan and the 5-Year Public Housing Authority Plan for Fiscal Years 2025-2029. [Claudia L. Farias, Director of Grants Administration]

7. PUBLIC HEARINGS

- A.** Hold Public Hearing and Consider the Ordinances Providing for the Comprehensive Plan Amendment from General Commercial Uses to Multi-Family Residential Uses and the Rezoning Request from Commercial, General (CG) to Residential, Multi-Family (RM) District, a 5.821 Acre Tract of Land Being a Portion of Lot 7, Section 241, Texas- Mexican Railway Company's Subdivision, Hidalgo County, Texas, According to the Map Recorded in Volume 1, Page 16, Map Records in the Office of the County Clerk of Hidalgo County, Texas, Located at 1504 North Business Highway 281 Unit B, as Requested by Iden I. Trevino on Behalf of Circle T. Holdings RGV LP. [Jaime Acevedo, Director of Planning & Zoning]
- B.** Hold Public Hearing and Consider the Ordinances Providing for the Comprehensive Plan Amendment from Neighborhood Commercial Uses to General Commercial Uses and the Rezoning Request from Commercial, Neighborhood (CN) District to Commercial, General (CG) District, Lot 1, Trenton Terrace Subdivision, Located at 4401 South Veterans Boulevard, as Requested by Otoniel Resendez.[Jaime Acevedo, Director of Planning & Zoning]
- C.** Hold Public Hearing and Consider the Ordinance Providing For the Rezoning Request from Manufactured Home (MH) District to Commercial, General (CG) District, All of Lot 1, M & O Trailer Park, Located at 6418 N-I69C Road, as Requested by Charles Brown on Behalf of BIC Development Corporation. [Jaime Acevedo, Director of Planning & Zoning]
- D.** Hold Public Hearing and Consider the Ordinances Providing for the Comprehensive Plan Amendment from Auto-Urban Uses to Multi-Family Residential Uses and the Rezoning Request from Residential, Primary (RP) District to Residential, Multi-Family (RM) District, Lot 19, University North Subdivision Unit 1, Located at 811 West Schunior Street, as Requested by Melden & Hunt, Inc. on Behalf of SARG Enterprises, LLC. [Jaime Acevedo, Director of Planning & Zoning]
- E.** Hold Public Hearing and Consider the Ordinances Providing for the Comprehensive Plan Amendment from Auto-Urban Uses to Multi-Family Residential Uses and the Rezoning Request from Agriculture and Open Space (AO) District to Residential, Multi-Family (RM) District, a 20.00 Acre Tract of Land Being the East 20.00 Acres of Lot 1, Block 55, Alamo Land and Sugar Company's Subdivision, Hidalgo County, Texas, and According to Warranty Deed Recorded in Volume 1758, Page 174, Official Records, Hidalgo County, Texas, Located at 3200 East Canton Road, as Requested by Quintanilla, Headley, & Associates, Inc. on Behalf of Red Rock Realty. [Jaime Acevedo, Director of Planning & Zoning]
- F.** 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 & 8, Block 229, Located at 310 West McIntyre Street, as Requested by Jace Hughes, on Behalf of JM Mejia Properties, LLC. [Jaime Acevedo, Director of Planning & Zoning]

8. ORDINANCE

- A.** Consider Ordinance Providing for a Temporary Special Use Permit for a Special Event for the "3rd Annual Bayou Brewfest, Presented by The Edinburg Rotary Club" to be Held March 29, 2025, at the City of Edinburg ACE Building and Amphitheater Area Located at 201 W. McIntyre Street, as Requested by Danny Torres on Behalf of the Edinburg Rotary Club. [Jaime Acevedo, Director of Planning and Zoning]

9. VARIANCE

- A.** Consider Variance Requests to the City's Unified Development Code, Article 3, Division 3.200,

Section 3.202, Nonresidential and Mixed-Use Building Placement Standards, for EB Estates Subdivision, Being a 0.692 Acre Tract of Land Out of Lot 8, Block 280, Texas-Mexican Railway Company's Survey Subdivision, According to the Plat thereof Recorded in Volume 24, Pages 168-171, Hidalgo County Map Records, Located at 5219 West S.H. 107, as Requested by SOTEX Engineering, LLC. [Jaime Acevedo, Director of Planning & Zoning]

10. CONTRACTUAL

- A.** Consider Authorizing the City Manager to Enter Into Job Task Order No. 1 for Professional Services for SH 107 Pedestrian Improvements and Beautification, with Supreme Engineering for an Amount Not to Exceed \$249,000.00 and Execute Any Documents Related Thereto Pursuant to City's Ordinances and Procurement Policies. [Mardoqueo Hinojosa, P.E., CFM, City Engineer]

11. RESOLUTION

- A.** Consider Resolution of Support Adopting the City of Edinburg's 2025 Legislative Priorities for the 89th State Legislative Session. [Josephine Ramirez Solis, City Attorney]

12. CONSENT AGENDA

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

- A.** Consider Authorizing the City Manager to Enter into a Waterline Access Agreement with North Alamo Water Supply Corporation to Provide Fire Protection Services to Jalpa Oaks Subdivision. [Gerardo Carmona Jr., P.E., Director of Utilities]
- B.** Consider Authorizing the Purchase of Network Equipment for the Service Center from Netsync Through Department of Information Resources (DIR) Contract No. DIR-CPO-4866 and DIR-TSO-4159, and Texas Interlocal Purchasing System (TIPS) Contract No. 230105 for Hardware, Installation and Deployment, in the Amount of \$77,453.21. [Daniel Vera, Director of Information Technology]
- C.** Consider Authorizing the Purchase of an Immutable Backup Solution for the City of Edinburg from Freeit Data Solutions Through Department of Information Resources (DIR) Contract No. DIR-TSO-4288, in the Amount of \$127,928.13. [Daniel Vera, Director of Information Technology]
- D.** Consider Approving the Renewal of the Licenses for the City's Virtual Infrastructure from Waypoint Through Department of Information Resources (DIR) Contract No. DIR-TSO-4288, in the Amount of \$45,904.32. [Daniel Vera, Director of Information Technology]
- E.** Consider Approving the Renewal of the Network Equipment Licenses for Dustin Michael Sekula Memorial Library's Network from Netsync Through Department of Information Resources (DIR) Contract No. DIR-TSO-4167, in the Amount of \$32,337.69. [Daniel Vera, Director of Information Technology]
- F.** Consider Approving the Renewal of Licenses and Management Services for the System Information Event Manager (SIEM) System for the City of Edinburg from SHI GS Through Department of Information Resources (DIR) Contract No. DIR-TSO-4288, in the Amount of \$79,888.90. [Daniel Vera, Director of Information Technology]

- G.** Consider Authorizing the Purchase of One Hundred and Eight (108) Body-Worn Cameras, from Coban Technologies, Inc. Through the Houston Galveston Area Council (HGACBuy) Contract No. H-GAC EF04-21. in the Amount of \$55,080.00 Using Fiscal Year 2025 Office of the Governor Body-Worn Camera Program (BWCP) Grant No. 5006601 Funds. [Jaime Ayala, Chief of Police]
- H.** Consider Authorizing the City Manager to Enter Into an Agreement for an Inmate Communication Service Subscription from Network Communications International Corporation Through the General Services Administration (GSA) Contract No. 47QTCA23D0098. [Jaime Ayala, Chief of Police]
- I.** Consider Authorizing the City Manager to Enter Into an Interlocal Agreement Between the County of Hidalgo, Texas and the City of Edinburg Regarding a Mutual Aid (Burglary and Theft of Motor Vehicle) Law Enforcement Task Force to Cooperate in Certain Criminal Investigations. [Jaime Ayala, Chief of Police]
- J.** Consider Awarding RFP No. 2024-023, Maintenance and Repair of Heating, Ventilating, Air Conditioning and Ice Machine Systems to Morin Air Cooling & Heating the Highest-Ranking Proposal and Authorize the City Manager to Enter Into a Professional Services Contract Pursuant to the City's Ordinances and Procurement Policies. [Tomas D. Reyna, Assistant City Manager]

13. OTHER BUSINESS

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

14. 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; §551.087)
- B.** Consultation with City Attorney and Possible Action Regarding Agreements for City Events. (§551.071 Consultation with Attorney; §551.087 Deliberation Regarding Economic Development Negotiations; Closed Meeting.)
- C.** Discussion and Possible Action Regarding the Purchase, Exchange, Lease, or Value of Real Property. (§551.071 Consultation with Attorney; §551.072 Deliberation Regarding Real Property; Closed Meeting.; Closed Meeting.)
- D.** Discussion Regarding Personnel Matters. (§552.074 Personnel Matters; §551.071 Consultation with Attorney; Closed Meeting.)
- E.** Discussion and Possible Action Regarding the Economic Development Agreement -Project Cave. (§551.071 Consultation with Attorney; §551.087 Deliberation Regarding Economic Development Negotiations; Closed Meeting.)

OPEN SESSION

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

15. 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 January 03, 2025 at 6:15 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: January 7, 2025

PROCLAMATION/RECOGNITION

Agenda Item No: 4.A.

Proclamation: Lewis Christopher Callis†

1. Agenda Item:

Presentation of Proclamation Recognizing Mr. Lewis Christopher Callis† for his Service to the Military and the City of Edinburg Community. [Clarice Y. Balderas, City Secretary]

2. Description:

Mr. Lewis C. Callis† trained with the 8th Medical Battalion, where he learned to set splints, take temperatures, administer medication and immunizations. He was sent to Moore Field in Mission, Texas, where he continued his medical work for three years and eight months at the hospital on the base.

Mr. Lewis Christopher Callis† and his family returned to the Rio Grande Valley and on May 29, 1959, he was hired by the United States Postal Service, becoming Edinburg's first African American U.S. Postal Letter Carrier, where he worked for 26 ½ years.

The Edinburg City Council would like to recognize Mr. Lewis Christopher Callis† for his military service, and his service to the community and the City of Edinburg.

3. Staff's Recommendation:

Present Proclamation Recognizing Mr. Lewis Christopher Callis† for his military service and his service to the City of Edinburg.

Reviewed by:

Prepared by:

Maria Ortiz, Administrative
Assistant

Attachments:

A. Proclamation: Lewis C. Callis†

PROCLAMATION



LEWIS CHRISTOPHER CALLIS† 1920-2003

WHEREAS, Lewis Christopher Callis† was born on January 08, 1920 to Hardy D. Callis and Eliza Lewis in Freeman, Virginia and had 14 brothers and sisters; and,

WHEREAS, Mr. Lewis C. Callis† helped his father on their property growing various crops such as corn, wheat, tobacco, cotton, northern beans, black eye peas, sweet and white potatoes. Mr. Lewis C. Callis and his mother would can the various crops they grew and sell them to the community; and,

WHEREAS, Mr. Lewis C. Callis always wanted to play school sports but chose to continue working with his family growing crops until he was drafted into the United States Air Force; and,

WHEREAS, On February 2, 1942, Mr. Lewis C. Callis† was sent to Fort George M. Meade in Maryland for five weeks for training and eight weeks to Camp Lee; known today as Fort Gregg-Adams in Virginia, renamed in honor of Lieutenant General Arthur J. Gregg and Lieutenant Colonel Charity Adams; and,

WHEREAS, Mr. Lewis C. Callis† trained with the 8th Medical Battalion; where he learned to set splints, take temperatures, administer medication and immunizations. He was sent to Moore Field in Mission, Texas where he continued his medical work for three years and eight months at the hospital on the base; and,

WHEREAS, on December 25, 1945, Mr. Lewis Callis† married his first wife, Lenora White in Enid, Oklahoma and had four children. Mr. Lewis C. Callis worked various jobs including the Missouri Pacific Railroad, Lee Walker Oil Field and a Buick Dealership; and,

WHEREAS, Mr. Lewis Christopher Callis† and his family returned to the Rio Grande Valley and on May 29, 1959, he was hired by the United States Postal Service becoming Edinburg's first African American U.S. Postal Letter Carrier where he worked for 26 ½ years. Mr. Callis† would take care of the African American plots at Highland Cemetery bringing his lawnmower to care for the interred. Highland was renamed to Restlawn Cemetery in 1993; Mr. Lewis C. Callis† passed before he could see the state of Texas dedicated Restlawn Cemetery a state historical marker on June 2008; and,

WHEREAS, the Edinburg City Council would like to recognize Mr. Lewis Christopher Callis† for his military service, and his service to the community and the City of Edinburg.

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

**LEWIS CHRISTOPHER CALLIS†
1920 – 2003**

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 7th day of January, 2025.

CITY OF EDINBURG, TEXAS

By: _____
Ramiro Garza, Jr., Mayor

ATTEST:

By: _____
Clarice Y. Balderas, City Secretary





CITY OF EDINBURG - CITY COUNCIL

Meeting Date: January 7, 2025

PROCLAMATION/RECOGNITION

Agenda Item No: 4.B.

Proclamation: Edinburg Consolidated Independent School District
Board of Trustees

1. **Agenda Item:**

Presentation of Proclamation Recognizing January 2025 as Edinburg Consolidated Independent School District Board of Trustees Month. [Clarice Y. Balderas, City Secretary]

2. **Description:**

School districts across Texas are showing appreciation for their locally-elected board members as part of January's School Board Recognition Month. Governor Greg Abbott recently issued a proclamation officially marking January as School Board Recognition Month in the state of Texas acknowledging the importance of school boards.

The mission of public schools is to meet the diverse educational needs of all children and to empower them to become competent, productive contributors of society and an ever-changing world. The Edinburg Consolidated Independent School District Board of Trustees members are committed to children and believe that all children can be successful learners and that the best education is tailored to the individual needs of the child.

The Edinburg City Council would like to recognize the Edinburg Consolidated Independent School District Board of Trustees members and volunteers who work tirelessly to guide the school district in creating a meaningful, high-quality educational experiences and opportunities that prepare our students for college, careers and beyond.

3. **Staff's Recommendation:**

Present a Proclamation Recognizing January 2025 as Edinburg Consolidated Independent School District Board of Trustees Month.

Reviewed by:

Prepared by:

Maria Ortiz, Administrative
Assistant

Attachments:

A. School Board Month 2025

PROCLAMATION



EDINBURG CONSOLIDATED INDEPENDENT SCHOOL DISTRICT BOARD OF TRUSTEES MONTH JANUARY 2025



WHEREAS, Governor Greg Abbott recently issued a proclamation officially marking January as School Board Recognition Month in the state of Texas acknowledging the importance of school boards; and,

WHEREAS, the mission of the Edinburg Consolidated Independent School District (ECISD) Board of Trustees, administrators, teachers, support staff, parents and community, in partnership with public and private agencies, is committed to provide the support, resources and academic rigor to ensure all students achieve educational and social excellence; and,

WHEREAS, the ECISD vision is that all students will master the competencies to be life-long learners, to compete, contribute, and succeed in the global community through positive attitudes and high expectations; and,

WHEREAS, the ECISD Board of Trustees works closely with parents, educational professionals, and other community members to achieve the educational vision we want for our students; and,

WHEREAS, the ECISD Board of Trustees is responsible for ensuring the structure that provides a solid foundation for our school system; and,

WHEREAS, the ECISD Board of Trustees are strong advocates for public education and are responsible for communicating the needs of the school district to the public and the public’s expectations to the district; and,

WHEREAS, the Edinburg City Council recognizes the ECISD Board of Trustees members: David Torres, Carmen Gonzalez, Letty Flores, Luis G. Alamia, Leticia Garcia, Xavier Salinas, Dominga Vela and the volunteers who work tirelessly to guide the school districts in creating a meaningful, high-quality educational experiences and opportunities that prepare our students for college, careers and beyond.

NOW, THEREFORE, I, RAMIRO GARZA, JR., MAYOR OF THE CITY OF EDINBURG, TX: By the power vested in me by law, do hereby proclaim the month of January 2025 as

EDINBURG CONSOLIDATED INDEPENDENT SCHOOL DISTRICT BOARD OF TRUSTEES MONTH

and encourage all citizens to join in recognizing the ECISD Board of Trustees members for their dedication, leadership and commitment to improving the education system and that it meets the needs of both today’s and tomorrow’s children.

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 7th day of January, 2025.

CITY OF EDINBURG, TEXAS

By: _____
Ramiro Garza, Jr., Mayor

ATTEST:

By: _____
Clarice Y. Balderas, City Secretary





CITY OF EDINBURG - CITY COUNCIL

Meeting Date: January 7, 2025

PRESENTATION

Agenda Item No: 6.A.

EHA Annual Plan for FY 2025 and 5-Year Plan for FY 2025-2029

1. Agenda Item:

Presentation by the Edinburg Housing Authority (EHA) Regarding the EHA's Fiscal Year 2025-2026 Annual Public Housing Authority Plan and the 5-Year Public Housing Authority Plan for Fiscal Years 2025-2029. [Claudia L. Farias, Director of Grants Administration]

2. Description:

The Edinburg Housing Authority will provide a presentation on the EHA's Fiscal Year 2025-2026 Annual Public Housing Authority Plan and the 5-Year Public Housing Authority Plan for Fiscal Years 2025-2029. The plans will be submitted to the U.S. Department of Housing and Urban Development (HUD) by Jan. 16, 2025. The plans have been reviewed by the City's Grants Administration Department to ensure that they are in accordance with the City's housing needs. The Certification for such is to be executed by the Mayor and submitted to HUD before January 16, 2025.

3. Staff's Recommendation:

Present the EHA's Fiscal Year 2025-2026 Annual Public Housing Authority Plan and the 5-Year Public Housing Authority Plan for Fiscal Years 2025-2029.

Reviewed by:

Nelda Ramirez, Assistant City Manager

Prepared by:

Claudia Farias, Director of
Grants Administration

Attachments:

A. EHA FY 2025-2026 Annual Plan and FY 2025-2029 5-Year Plan

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

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

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

I, Ramiro Garza, Jr., the Mayor, City of Edinburg certify that the 5-Year PHA Plan for fiscal years 2025-2029 and/or Annual PHA Plan for fiscal year 2025 of the TX062 - Edinburg Housing Authority is consistent with the Consolidated Plan or State Consolidated Plan including the Analysis of Impediments (AI) to Fair Housing Choice or Assessment of Fair Housing (AFH) as applicable to the Edinburg Housing Authority pursuant to 24 CFR Part 91 and 24 CFR § 903.15.

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

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

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

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

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

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

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

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

Definitions.

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

A.	PHA Information.								
A.1	PHA Name: <u>Edinburg Housing Authority</u> PHA Code: <u>TX062</u> PHA Type: ☒ Standard PHA ☐ Troubled PHA PHA Plan for Fiscal Year Beginning: (MM/YYYY): <u>04/2025</u> PHA Inventory (Based on Annual Contributions Contract (ACC) units at time of FY beginning, above) Number of Public Housing (PH) Units <u>325</u> Number of Housing Choice Vouchers (HCVs) <u>1082</u> Total Combined Units/Vouchers <u>1407</u> PHA Plan Submission Type: ☒ Annual Submission ☐ Revised Annual Submission Availability of Information. PHAs must have the elements listed below readily available to the public. A PHA must identify the specific location(s) where the proposed PHA Plan, PHA Plan Elements, and all information relevant to the public hearing and proposed PHA Plan are available for inspection by the public. At a minimum, PHAs must post PHA Plans, including updates, at each Asset Management Project (AMP) and main office or central office of the PHA. PHAs are strongly encouraged to post complete PHA Plans on their official website. PHAs are also encouraged to provide each resident council a copy of their PHA Plans. How the public can access this PHA Plan: Available for viewing at 910 South Sugar Road, Administration Building and also on the agency website www.edinburggha.org ☐ PHA Consortia: (Check box if submitting a Joint PHA Plan and complete table below) <table border="1"> <thead> <tr> <th data-bbox="180 1776 488 1829" rowspan="2">Participating PHAs</th> <th data-bbox="488 1776 623 1829" rowspan="2">PHA Code</th> <th data-bbox="623 1776 932 1829" rowspan="2">Program(s) in the Consortia</th> <th data-bbox="932 1776 1260 1829" rowspan="2">Program(s) not in the Consortia</th> <th colspan="2" data-bbox="1260 1776 1528 1829">No. of Units in Each Program</th> </tr> <tr> <th data-bbox="1260 1829 1398 1877">PH</th> <th data-bbox="1398 1829 1528 1877">HCV</th> </tr> </thead></table>	Participating PHAs	PHA Code	Program(s) in the Consortia	Program(s) not in the Consortia	No. of Units in Each Program		PH	HCV
Participating PHAs	PHA Code					Program(s) in the Consortia	Program(s) not in the Consortia	No. of Units in Each Program	
		PH	HCV						

B.	Plan Elements.
B.1	Revision of Existing PHA Plan Elements. (a) Have the following PHA Plan elements been revised by the PHA? Y N ☐ ☒ Statement of Housing Needs and Strategy for Addressing Housing Needs ☐ ☒ Deconcentration and Other Policies that Govern Eligibility, Selection, and Admissions. ☐ ☒ Financial Resources. ☐ ☒ Rent Determination. ☐ ☒ Operation and Management. ☐ ☒ Grievance Procedures. ☐ ☒ Homeownership Programs. ☐ ☒ Community Service and Self-Sufficiency Programs. ☐ ☒ Safety and Crime Prevention. ☐ ☒ Pet Policy. ☐ ☒ Asset Management. ☐ ☒ Substantial Deviation. ☐ ☒ Significant Amendment/Modification (b) If the PHA answered yes for any element, describe the revisions for each revised element(s): (c) The PHA must submit its Deconcentration Policy for Field Office review.
B.2	New Activities. (a) Does the PHA intend to undertake any new activities related to the following in the PHA's current Fiscal Year? Y N ☒ ☐ Hope VI or Choice Neighborhoods. ☒ ☐ Mixed Finance Modernization or Development. ☒ ☐ Demolition and/or Disposition. ☒ ☐ Designated Housing for Elderly and/or Disabled Families. ☒ ☐ Conversion of Public Housing to Tenant-Based Assistance. ☒ ☐ Conversion of Public Housing to Project-Based Rental Assistance or Project-Based Vouchers under RAD. ☐ ☒ Occupancy by Over-Income Families. ☒ ☐ Occupancy by Police Officers. ☒ ☐ Non-Smoking Policies. ☒ ☐ Project-Based Vouchers. ☒ ☐ Units with Approved Vacancies for Modernization. ☒ ☐ Other Capital Grant Programs (i.e., Capital Fund Community Facilities Grants or Emergency Safety and Security Grants). (b) If any of these activities are planned for the current Fiscal Year, describe the activities. For new demolition activities, describe any public housing development or portion thereof, owned by the PHA for which the PHA has applied or will apply for demolition and/or disposition approval under section 18 of the 1937 Act under the separate demolition/disposition approval process. If using Project-Based Vouchers (PBVs), provide the projected number of project-based units and general locations, and describe how project basing would be consistent with the PHA Plan Hope VI or Choice Neighborhoods. Should the opportunity become available, EHA will coordinate with the City and other applicable public and private entities to apply for the Choice Neighborhood Grant. Mixed Finance Modernization or Development. EHA will accept new opportunities to acquire additional mixed finance developments if the opportunity becomes available Demolition and/or Disposition. EHA will conduct feasibility studies of its public housing properties to determine whether demolition/disposition is required. Designated Housing for Elderly and/or Disabled Families. EHA has built 36 additional public housing units for families of one and zero bedrooms. Elderly and or Disabled Families may apply for occupancy. Substantial completion October of 2024. Conversion of Public Housing to Tenant-Based Assistance. EHA will consider opportunities to convert public housing to Tenant Based Assistance if needed. Conversion of Public Housing to Project-Based Rental Assistance or Project-Based Vouchers under RAD. EHA will consider opportunities to convert public housing to RAD if feasible. Occupancy by Police Officers. EHA will consider offering a PH unit(s) to local law enforcement officer(s) to help deter crime. Non-Smoking Policies. EHA has adopted a non-smoking policy on all properties (curb to curb) and may implement new activities if enforcement is needed. Project Based Voucher Project-Based Vouchers. EHA will verify eligibility for Project Based Vouchers and apply when available. Units with Approved Vacancies for Modernization. Modernization of vacated units will be done if and when units require additional rehabilitation. Notice of any possible modernization will be communicated to residents, EHA will continue to do asbestos removals as needed. Other Capital Grant Programs (i.e., Capital Fund Community Facilities Grants or Emergency Safety and Security Grants). The EHA may apply for CFP and other grants that are available for the purpose of improving the overall condition of public housing properties.

B.3	Progress Report. Provide a description of the PHA's progress in meeting its Mission and Goals described in the PHA 5-Year and Annual Plan. The Edinburg Housing Authority is meeting its Mission and Goals by providing the following programs/activities: - We are currently working with Region One to provide ESL and GED opportunities for our residents. - The agency has an ongoing partnership with AARP (American Association of Retired Persons) that allows 55 and older persons to be employed. - Agency partnered with AmeriCorps to provide part time jobs to our elderly residents with the Senior Companionship Program which provides a stipend to the participant. The stipend will help them financially and increase self esteem of our elderly community. - Partnership with Neuva Luz Foundation specializing in trauma and post-traumatic stress. - Banking institution to provide financial literacy classes to all the residents. The classes will enable the residents to become more budget minded and financially responsible citizens. Financial literacy education may lead to future homeownership opportunities. Progress: Eha is currently providing ESL, GED, adult literacy and job training opportunities for families residing in public housing and participating in the HCV program. Create partnerships to maximize available community resources for our residents (example - AARP, Americorp's) Meet federal, state, and local mandates efficiently and effectively. EHA takes great pride in serving the needs of low-income families and do our best to: Increase the availability of satisfactory, safe, and affordable housing. Ensure equal opportunity Housing. Promote self-sufficiency and asset development. Improve community quality of life and economic viability. Goals and Objectives. EHA will apply for Housing Choice Vouchers and tenant protection vouchers when the EHA is eligible. The EHA is eligible and has received emergency housing vouchers and has housed qualified applicants. The EHA will quantify goals and objectives that will enable the PHA to serve the needs of low-income, very low-income, and extremely low-income families for the next year. EHA will increase the availability of decent, safe, and affordable housing in both programs, Section 8 and Public Housing, Implement self-sufficiency/home ownership participation and bridge the digital divide. EHA will open and close the waiting lists as needed. EHA will promote income growth employment opportunities, supportive resources, income self-sufficiency, and possible homeownership. EHA will increase participation of landlords located outside areas of poverty or minority concentration. Bridge the digital divide by creating partnerships with internet service providers which will result in affordable connectivity programs for residents to improve their income and educational advancement opportunities.. Encourage and invite residents to participate in EHA activities for residents to complete their community service hours. Offer onsite ESL/GED classes to residents at no cost. EHA will apply for Housing Choice Vouchers, VASH, Tenant Protection and other vouchers when EHA is eligible. EHA will seek for additional funding to increase Section 8 leased units. The agency will research new funding opportunities such as VASH and will apply for additional Emergency Housing Vouchers if available. EHA will evaluate Public Housing Properties to determine comprehensive rehabilitation and modernization. EHA will be proactive to hurricane preparedness initiatives. EHA will procure a feasibility study for both GPNA & Energy audits to plan short and long term rehabilitation requirements. Monthly property inspections shall be conducted by property managers and maintenance staff. EHA will evaluate Public Housing Properties to determine whether conversion/demolition/disposition will be undertaken. EHA will actively conduct monthly property inspections and feasibility studies.
B.4	Capital Improvements. Include a reference here to the most recent HUD-approved 5-Year Action Plan in EPIC and the date that it was approved. The EHA's most recent Hud approved 5 Year Action Plan for 2022-2026 in Epic was approved by HUD on August 17, 2023 by Joseph Uviedo.
B.5	Most Recent Fiscal Year Audit. (a) Were there any findings in the most recent FY Audit? Y ☐ N ☒ (b) If yes, please describe:
C.	Other Document and/or Certification Requirements.
C.1	Resident Advisory Board (RAB) Comments. (a) Did the RAB(s) have comments to the PHA Plan? Y ☒ N ☐ (b) If yes, comments must be submitted by the PHA as an attachment to the PHA Plan. PHAs must also include a narrative describing their analysis of the RAB recommendations and the decisions made on these recommendations.
C.2	Certification by State or Local Officials. <u>Form HUD 50077-SL</u>, <i>Certification by State or Local Officials of PHA Plans Consistency with the Consolidated Plan</i>, must be submitted by the PHA as an electronic attachment to the PHA Plan.
C.3	Civil Rights Certification/ Certification Listing Policies and Programs that the PHA has Revised since Submission of its Last Annual Plan. <u>Form HUD-50077-ST-HCV-HP</u>, <i>PHA Certifications of Compliance with PHA Plan, Civil Rights, and Related Laws and Regulations Including PHA Plan Elements that Have Changed</i>, must be submitted by the PHA as an electronic attachment to the PHA Plan.
C.4	Challenged Elements. If any element of the PHA Plan is challenged, a PHA must include such information as an attachment with a description of any challenges to Plan elements, the source of the challenge, and the PHA's response to the public. (a) Did the public challenge any elements of the Plan? Y ☐ N ☒ If yes, include Challenged Elements.
C.5	Troubled PHA. (a) Does the PHA have any current Memorandum of Agreement, Performance Improvement Plan, or Recovery Plan in place? Y ☐ N ☐ N/A ☒ (b) If yes, please describe:
D.	Affirmatively Furthering Fair Housing (AFFH).

D.1	Affirmatively Furthering Fair Housing (AFFH).
Provide a statement of the PHA's strategies and actions to achieve fair housing goals outlined in an accepted Assessment of Fair Housing (AFH) consistent with 24 CFR § 5.154(d)(5). Use the chart provided below. (PHAs should add as many goals as necessary to overcome fair housing issues and contributing factors.) Until such time as the PHA is required to submit an AFH, the PHA is not obligated to complete this chart. The PHA will fulfill, nevertheless, the requirements at 24 CFR § 903.7(o) enacted prior to August 17, 2015. See Instructions for further detail on completing this item.	
Fair Housing Goal: To Provide Equal Service to All	
<u><i>Describe fair housing strategies and actions to achieve the goal</i></u> EHA employs diverse employees and contracts interpreters as needed to communicate with clients of different nationalities. EHA uses tools such as smart devices that contain translation software and use as needed. EHA accepts applications based on date and time received without preferences. Applications are open at the same time for all for both programs. Online applications are available for everyone. EHA accepts applications via mail, email and fax as well. EHA does not discriminate based on race, color, national origin, religion, sex, familial status, or disability. EHA provides employee training for fair housing standards and aims to provide a culturally diverse environment. EHA has posters throughout the administration office and common areas to inform staff and clients of their fair housing rights.	
Fair Housing Goal: To Avoid Segregation	
<u><i>Describe fair housing strategies and actions to achieve the goal</i></u> EHA employs diverse employees and contracts interpreters as needed to communicate with clients of different nationalities. EHA uses tools such as smart devices that contain translation software and use as needed. EHA accepts applications based on date and time received without preferences. Applications are open at the same time for all for both programs. Online applications are available for everyone. EHA accepts applications via mail, email and fax as well. EHA does not discriminate based on race, color, national origin, religion, sex, familial status, or disability. EHA provides employee training for fair housing standards and aims to provide a culturally diverse environment. EHA has posters throughout the administration office and common areas to inform staff and clients of their fair housing rights.	

Form identification: TX062-Edinburg Housing Authority Form HUD-50075-ST (Form ID - 1591) printed by Karla Trevino in HUD Secure Systems/Public Housing Portal at 12/13/2024 11:58AM EST

Certification of Compliance with PHA Plan and Related Regulations
(Standard, Troubled, HCV-Only, and High Performer PHAs)

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

PHA Certifications of Compliance with PHA Plan, Civil Rights, and Related Laws and Regulations including PHA Plan Elements that Have Changed

Acting on behalf of the Board of Commissioners of the Public Housing Agency (PHA) listed below, as its Chairperson or other authorized PHA official if there is no Board of Commissioners, I approve the submission of the X 5-Year and/or X Annual PHA Plan, hereinafter referred to as "the Plan", of which this document is a part, and make the following certification and agreements with the Department of Housing and Urban Development (HUD) for the PHA fiscal year beginning 04/2025, in connection with the submission of the Plan and implementation thereof:

1. The Plan is consistent with the applicable comprehensive housing affordability strategy (or any plan incorporating such strategy) for the jurisdiction in which the PHA is located (24 CFR § 91.2).
2. The Plan contains a certification by the appropriate State or local officials that the Plan is consistent with the applicable Consolidated Plan, which includes a certification that requires the preparation of an Analysis of Impediments (AI) to Fair Housing Choice, or Assessment of Fair Housing (AFH) when applicable, for the PHA's jurisdiction and a description of the manner in which the PHA Plan is consistent with the applicable Consolidated Plan (24 CFR §§ 91.2, 91.225, 91.325, and 91.425).
3. The PHA has established a Resident Advisory Board or Boards, the membership of which represents the residents assisted by the PHA, consulted with this Resident Advisory Board or Boards in developing the Plan, including any changes or revisions to the policies and programs identified in the Plan before they were implemented, and considered the recommendations of the RAB (24 CFR 903.13). The PHA has included in the Plan submission a copy of the recommendations made by the Resident Advisory Board or Boards and a description of the manner in which the Plan addresses these recommendations.
4. The PHA provides assurance as part of this certification that:
 - (i) The Resident Advisory Board had an opportunity to review and comment on the changes to the policies and programs before implementation by the PHA;
 - (ii) The changes were duly approved by the PHA Board of Directors (or similar governing body); and
 - (iii) The revised policies and programs are available for review and inspection, at the principal office of the PHA during normal business hours.
5. The PHA made the proposed Plan and all information relevant to the public hearing available for public inspection at least 45 days before the hearing, published a notice that a hearing would be held and conducted a hearing to discuss the Plan and invited public comment.
6. The PHA certifies that it will carry out the public housing program of the agency in conformity with title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d-2000d-4), the Fair Housing Act (42 U.S.C. 3601-19), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), title II of the Americans with Disabilities Act (42 U.S.C. 12101 et seq.), and other applicable civil rights requirements and that it will affirmatively further fair housing in the administration of the program. In addition, if it administers a Housing Choice Voucher Program, the PHA certifies that it will administer the program in conformity with the Fair Housing Act, title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, title II of the Americans with Disabilities Act, and other applicable civil rights requirements, and that it will affirmatively further fair housing in the administration of the program.
7. The PHA will affirmatively further fair housing, which means that it will take meaningful actions to further the goals identified in the Assessment of Fair Housing (AFH) conducted in accordance with the requirements of 24 CFR § 5.150 through 5.180, that it will take no action that is materially inconsistent with its obligation to affirmatively further fair

housing, and that it will address fair housing issues and contributing factors in its programs, in accordance with 24 CFR § 903.7(o)(3). The PHA will fulfill the requirements at 24 CFR § 903.7(o) and 24 CFR § 903.15(d). Until such time as the PHA is required to submit an AFH, the PHA will fulfill the requirements at 24 CFR § 903.7(o) promulgated prior to August 17, 2015, which means that it examines its programs or proposed programs; identifies any impediments to fair housing choice within those programs; addresses those impediments in a reasonable fashion in view of the resources available; works with local jurisdictions to implement any of the jurisdiction's initiatives to affirmatively further fair housing that require the PHA's involvement; and maintains records reflecting these analyses and actions.

8. For PHA Plans that include a policy for site-based waiting lists:

- The PHA regularly submits required data to HUD's 50058 PIC/IMS Module in an accurate, complete and timely manner (as specified in PIH Notice 2011-65);
- The system of site-based waiting lists provides for full disclosure to each applicant in the selection of the development in which to reside, including basic information about available sites; and an estimate of the period of time the applicant would likely have to wait to be admitted to units of different sizes and types at each site;
- Adoption of a site-based waiting list would not violate any court order or settlement agreement or be inconsistent with a pending complaint brought by HUD;
- The PHA shall take reasonable measures to assure that such a waiting list is consistent with affirmatively furthering fair housing; and
- The PHA provides for review of its site-based waiting list policy to determine if it is consistent with civil rights laws and certifications, as specified in 24 CFR 903.7(o)(1).

9. The PHA will comply with the prohibitions against discrimination on the basis of age pursuant to the Age Discrimination Act of 1975.

10. In accordance with 24 CFR § 5.105(a)(2), HUD's Equal Access Rule, the PHA will not make a determination of eligibility for housing based on sexual orientation, gender identify, or marital status and will make no inquiries concerning the gender identification or sexual orientation of an applicant for or occupant of HUD-assisted housing.

11. The PHA will comply with the Architectural Barriers Act of 1968 and 24 CFR Part 41, Policies and Procedures for the Enforcement of Standards and Requirements for Accessibility by the Physically Handicapped.

12. The PHA will comply with the requirements of Section 3 of the Housing and Urban Development Act of 1968, Employment Opportunities for Low-or Very-Low Income Persons, and with its implementing regulation at 24 CFR Part 135.

13. The PHA will comply with acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and implementing regulations at 49 CFR Part 24 as applicable.

14. The PHA will take appropriate affirmative action to award contracts to minority and women's business enterprises under 24 CFR 5.105(a).

15. The PHA will provide the responsible entity or HUD any documentation that the responsible entity or HUD needs to carry out its review under the National Environmental Policy Act and other related authorities in accordance with 24 CFR Part 58 or Part 50, respectively.

16. With respect to public housing the PHA will comply with Davis-Bacon or HUD determined wage rate requirements under Section 12 of the United States Housing Act of 1937 and the Contract Work Hours and Safety Standards Act.

17. The PHA will keep records in accordance with 2 CFR 200.333 and facilitate an effective audit to determine compliance with program requirements.

18. The PHA will comply with the Lead-Based Paint Poisoning Prevention Act, the Residential Lead-Based Paint Hazard Reduction Act of 1992, and 24 CFR Part 35.

19. The PHA will comply with the policies, guidelines, and requirements of 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Financial Assistance, including but not limited to submitting the assurances required under 24 CFR §§ 1.5, 3.115, 8.50, and 107.25 by submitting an SF-424, including the required assurances in SF-424B or D, as applicable.

20. The PHA will undertake only activities and programs covered by the Plan in a manner consistent with its Plan and will utilize covered grant funds only for activities that are approvable under the regulations and included in its Plan.
21. All attachments to the Plan have been and will continue to be available at all times and all locations that the PHA Plan is available for public inspection. All required supporting documents have been made available for public inspection along with the Plan and additional requirements at the primary business office of the PHA and at all other times and locations identified by the PHA in its PHA Plan and will continue to be made available at least at the primary business office of the PHA.
22. The PHA certifies that it is in compliance with applicable Federal statutory and regulatory requirements, including the Declaration of Trust(s).

Edinburg Housing Authority

TX062

PHA Name

PHA Number/HA Code

X Annual PHA Plan for Fiscal Year **2025**

X 5-Year PHA Plan for Fiscal Years **2025 - 2029**

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

Name of Executive Director MS Marissa Garza	Name Board Chairman Jose Rodriguez
Signature <i>Marissa Garza</i> Date <i>12-16-24</i>	Signature <i>[Signature]</i> Date <i>12-16-24</i>

The United States Department of Housing and Urban Development is authorized to solicit the information requested in this form by virtue of Title 12, U.S. Code, Section 1701 et seq., and regulations promulgated thereunder at Title 12, Code of Federal Regulations. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality. This information is collected to ensure compliance with PHA Plan, Civil Rights, and related laws and regulations including PHA plan elements that have changed.

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

Form identification: TX062-Edinburg Housing Authority form HUD-50077-ST-HCV-HP (Form ID - 729) for CY 2025 printed by Karla Trevino in HUD Secure Systems/Public Housing Portal at 12/13/2024 11:59AM EST

completeness quality 386

	control of files, units, and staff performance to achieve high SEMAP/PHAS scores. The administration office will also continue providing resourceful opportunities for clients.			
B.3	Progress Report. Include a report on the progress the PHA has made in meeting the goals and objectives described in the previous 5-Year Plan. EHA achieved a successful year despite pandemic restrictions. EHA continued to have the waiting list open for public housing and section 8. Section 8 increased by approximately 131 new vouchers leased and approximately 10 new landlords. EHA leased 21 of 35 new emergency housing vouchers. EHA has encouraged and empowered residents to seek employment via in person meetings with local Workforce Solutions, ESL classes during the school year, and printed literature on job opportunities and local universities/technical schools. EHA inspected all units on a quarterly basis and has completed abatement on approximately 40 public housing units and continues as units are vacated. All properties had a thorough clean up and removal of branches/trees that could damage the buildings. EHA is renovating the exterior fascia at Viviendas Manuel Ramirez. EHA continues to update security cameras throughout the public housing properties. A contractor for the construction of La Posada II was awarded to build 36 units. EHA employs at least one maintenance person per 50 units to avoid work order delays. EHA has new six Housing Quality Standards Inspectors, Rent Calculation Specialist, and Certified Public Managers. EHA continues MOUs with city, county, state, and other local agencies.			
B.4	Violence Against Women Act (VAWA) Goals. Provide a statement of the PHA's goals, activities objectives, policies, or programs that will enable the PHA to serve the needs of child and adult victims of domestic violence, dating violence, sexual assault, or stalking. The goals are to be able to respond timely to issue a voucher for those eligible for VAWA assistance. The PHA's policy is to comply with and all substantiated requests for transfer under VAWA regulations. The agency has not had any tenants that qualified for this provision related to domestic violence, dating violence, sexual assault, or stalking in the past 12 months.			
C.	Other Document and/or Certification Requirements.			
C.1	Significant Amendment or Modification. Provide a statement on the criteria used for determining a significant amendment or modification to the 5-Year Plan. The EHA defines a Substantial Amendment and Substantial Deviation/Modification as any discretionary change in the EHA plans or policies which fundamentally alter the mission, goals or objectives of the Agency which require formal approval of the Board of Commissioners. In addition to the criteria established by the PHA, a proposed demolition, disposition, homeownership, Rad conversion, Capital Fund Financing development, or mixed finance proposal is considered by HUD to be significant amendment to the CFP 5-Year Action Plan based on the Capital Fund Final Rule.			
C.2	Resident Advisory Board (RAB) Comments. (a) Did the RAB(s) have comments to the 5-Year PHA Plan? Y ☒ N ☐ (b) If yes, comments must be submitted by the PHA as an attachment to the 5-Year PHA Plan. PHAs must also include a narrative describing their analysis of the RAB recommendations and the decisions made on these recommendations Please see attachment.			
C.3	Certification by State or Local Officials. Form HUD-50077-SL, Certification by State or Local Officials of PHA Plans Consistency with the Consolidated Plan, must be submitted by the PHA as an electronic attachment to the PHA Plan.			
C.4	Required Submission for HUD FO Review. (a) Did the public challenge any elements of the Plan? Y ☐ N ☒ (b) If yes, include Challenged Elements.			
D.	Affirmatively Furthering Fair Housing (AFFH).			
D.1	Affirmatively Furthering Fair Housing. (Non-qualified PHAs are only required to complete this section on the Annual PHA Plan. All qualified PHAs must complete this section.) Provide a statement of the PHA's strategies and actions to achieve fair housing goals outlined in an accepted Assessment of Fair Housing (AFH) consistent with 24 CFR § 5.154(d)(5). Use the chart provided below. (PHAs should add as many goals as necessary to overcome fair housing issues and contributing factors.) Until such time as the PHA is required to submit an AFH, the PHA is not obligated to complete this chart. The PHA will fulfill, nevertheless, the requirements at 24 CFR § 903.7(o) enacted prior to August 17, 2015. See Instructions for further detail on completing this item. <table border="1" style="width: 100%;"> <tr> <td>Fair Housing Goal: To Provide Equal Service to All</td></tr> <tr> <td><u>Describe fair housing strategies and actions to achieve the goal</u></td></tr> <tr> <td> EHA employs diverse employees and contracts interpreters as needed to communicate with clients of different nationalities. EHA uses tools such as smart devices that contain translation software and use as needed. EHA accepts applications based on date and time received without preferences. Applications are open at the same time for all for both programs. Online applications are available for everyone. EHA accepts applications via mail, email and fax as well. EHA does not discriminate based on race, color, national origin, religion, sex, familial status, or disability. EHA provides </td></tr> </table>	Fair Housing Goal: To Provide Equal Service to All	<u>Describe fair housing strategies and actions to achieve the goal</u>	EHA employs diverse employees and contracts interpreters as needed to communicate with clients of different nationalities. EHA uses tools such as smart devices that contain translation software and use as needed. EHA accepts applications based on date and time received without preferences. Applications are open at the same time for all for both programs. Online applications are available for everyone. EHA accepts applications via mail, email and fax as well. EHA does not discriminate based on race, color, national origin, religion, sex, familial status, or disability. EHA provides
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employee training for fair housing standards and aims to provide a culturally diverse environment. EHA has posters throughout the administration office and common areas to inform staff and clients of their fair housing rights.

Fair Housing Goal: To Avoid Segregation

Describe fair housing strategies and actions to achieve the goal

EHA employs diverse employees and contracts interpreters as needed to communicate with clients of different nationalities. EHA uses tools such as smart devices that contain translation software and use as needed. EHA accepts applications based on date and time received without preferences. Applications are open at the same time for all for both programs. Online applications are available for everyone. EHA accepts applications via mail, email and fax as well. EHA does not discriminate based on race, color, national origin, religion, sex, familial status, or disability. EHA provides employee training for fair housing standards and aims to provide a culturally diverse environment. EHA has posters throughout the administration office and common areas to inform staff and clients of their fair housing rights.

Form identification: TX062-Edinburg Housing Authority form HUD-50075-5Y (Form ID - 1893) printed by Karla Trevino in HUD Secure Systems/Public Housing Portal at 12/13/2024 12:00PM EST

THE MONITOR

PUBLISHER'S AFFIDAVIT
State of Texas
County of Hidalgo

Mercedes Contreras being duly sworn on her oath states that she is the Legal Account Representative of THE MONITOR a semi-weekly newspaper in Hidalgo County and that the attached notice did print in the following issues:

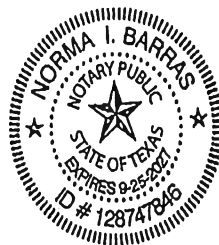
September 7 & 14, 2024



Subscribed and sworn to before me this the 19th day of September A.D. 2024



Notary Public, Hidalgo County



Edinburg Public Housing Resident Hearings

The Edinburg Housing Authority will hold a resident public hearing to solicit comments from Edinburg residents for the PHA's Annual (2025/2028) and 5-Year (2025-2029) Capital Fund Plan.

September 17, 2024 (Tuesday)

@ 10:00 a.m.

EHA Administration Building
910 S. Sugar Road, Edinburg, TX

@ 2:00 p.m.

El Jardin Community Ctr.
504 N 22nd Street, Edinburg, TX

Edinburg Public Comments Hearing

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

November 4, 2024 (Monday)

@ 10:00 a.m.

EHA Administration Building
910 S. Sugar Road, Edinburg, TX



EDINBURG HOUSING AUTHORITY

Serving Families Since 1949



C.1

Resident Advisory Board Comments and Challenged Elements Meetings

Annual Plan and Capital Fund 5 Year Plan Meeting Minutes

Tuesday September 17, 2024

(10:00 A.M) La Posada 910 S Sugar Road

(2:00 P.M.) El Jardin 504 N 22nd Avenue

All residents invited – text messages send and newspaper advertisement in the Monitor

on 09.07.2024 & 09.14.2024 (see attached advertisement)

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

Annual Plan:

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

The following items were also discussed:

Capital Fund 5 Year Plan & Improvements:

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

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

Interior Rehabilitation:

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



EDINBURG HOUSING AUTHORITY

Serving Families Since 1949



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

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

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

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

New Construction of Public Housing

The agency discussed the final completion of the new construction at La Posada. The planned number of 36 units and determinate based on available funds to build. EHA is in the process of getting a new amp # and dofa date from hud to add these new units with the other 325 public housing units.

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

Adjournment

There were no other questions or comments, and meeting(s) were brought to a close. Residents were reminded about the public comments hearing happening on 11/4/2024 @ 10:00am in regard to the plans discussed today.

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

Resident Advisory Board Comments

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

PHA Analysis of recommendations and decisions based on recommendations

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



CITY OF EDINBURG - CITY COUNCIL

Meeting Date: January 7, 2025

PUBLIC HEARINGS

Agenda Item No: 7.A.

Rezoning Request - Iden I. Trevino on behalf of Circle T. Holdings
RGV LP

1. **Agenda Item:**

Hold Public Hearing and Consider the Ordinances Providing for the Comprehensive Plan Amendment from General Commercial Uses to Multi-Family Residential Uses and the Rezoning Request from Commercial, General (CG) to Residential, Multi-Family (RM) District, a 5.821 Acre Tract of Land Being a Portion of Lot 7, Section 241, Texas- Mexican Railway Company's Subdivision, Hidalgo County, Texas, According to the Map Recorded in Volume 1, Page 16, Map Records in the Office of the County Clerk of Hidalgo County, Texas, Located at 1504 North Business Highway 281 Unit B, as Requested by Iden I. Trevino on Behalf of Circle T. Holdings RGV LP. [Jaime Acevedo, Director of Planning & Zoning]

2. **Description:**

This request is for a portion of a property located on the east side of North Business Highway 281, approximately 600 feet north of Chapin Road. The tract that is being rezoned, has a lot width of 265.58 feet and a total lot area of 5.821 Acres. This property is currently zoned Commercial, General (CG) District, which is the primary commercial district intended to accommodate a wide range of commercial uses, including but not limited to retail, office, restaurant, entertainment, and service uses. The applicant is proposing to leave the frontage along North Business Highway 281 as Commercial, General (CG) District and the requested zoning designation for the remainder of the property (5.821 Acres) as the Residential, Multi-family (RM) District. This district is a high intensity residential district intended to accommodate various multi-family residential uses (2 or more dwelling units on a single lot). The applicant is requesting a zone change to establish a new multi-family development at this location.

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

This item was initially presented to the Planning and Zoning Commission on Oct. 24, 2024.

During the meeting, an adjoining resident expressed concerns about potential flooding due to the proposed project. After discussion, the Planning and Zoning Commission recommended with a unanimous vote of 4-0 to deny the Comprehensive Plan Amendment and Rezoning request. The Engineer of Record and Developer of the property proposed a retaining wall to address the concerns raised and asked if the request could be reconsidered by the Planning and Zoning Commission based on the new proposal. Staff mailed a notice of the public hearing to 42 neighboring property owners on Tuesday, November 26, 2024, and had received no comments in favor and none against this request at the time this report was prepared. On December 12, 2024, the engineer of record presented the new proposal to the Planning and Zoning Commission indicating the construction of a retaining wall to address residents flooding concerns. Notice of this public hearing was published in the newspaper on December 18, 2024.

On December 6, 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.

On December 12, 2024, the Planning & Zoning Commission recommended with a vote of 4-2 to deny the Comprehensive Plan Amendment and the Rezoning Request. Residents from the area appeared and voiced their concerns on additional traffic, flooding, and sewer issues that this development may bring.

3. Staff's Recommendation:

Staff recommends denial of the Comprehensive Plan Amendment from General Commercial Uses to Multi-Family Residential Uses and the Rezoning Request from Commercial, General (CG) District to Residential, Multi-Family District, based on the newly adopted Future Land Use Map. 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 – 12/12/24
CITY COUNCIL – 01/07/25
DATE PREPARED – 12/04/24

STAFF REPORT
GENERAL INFORMATION

APPLICATION: Consider the Comprehensive Plan Amendment from General Commercial Uses to Multi-Family Residential Uses and the Rezoning Request from Commercial, General (CG) to Residential, Multi-family (RM) District

APPLICANT: Circle T. Holdings RGV LP.

AGENT: Iden I. Trevino

LEGAL: A 5.821 Acre tract of land Being a Portion of Lot 7, Section 241, Texas-Mexican Railway Company's Subdivision, Hidalgo County, Texas, According to the Map Recorded in Volume 1, Page 16, Map Records in the Office of the County Clerk of Hidalgo County, Texas

LOCATION: 1504 North Business Highway 281 Unit B

LOT/TRACT SIZE: 5.821 Acres

CURRENT USE: Vacant land

PROPOSED USE: Multi-Family Residential Development

EXISTING ZONING: Commercial, General (CG) District

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

LAND USE PLAN: General Commercial Uses

PUBLIC SERVICES: City of Edinburg Water and Sewer

RECOMMENDATION: Staff recommends denial of the Comprehensive Plan Amendment from General Commercial Uses to Multi-Family Residential Uses and the Rezoning Request from Commercial, General (CG) District to Residential, Multi-Family District

REZONING REQUEST

IDEN I. TREVINO

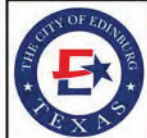
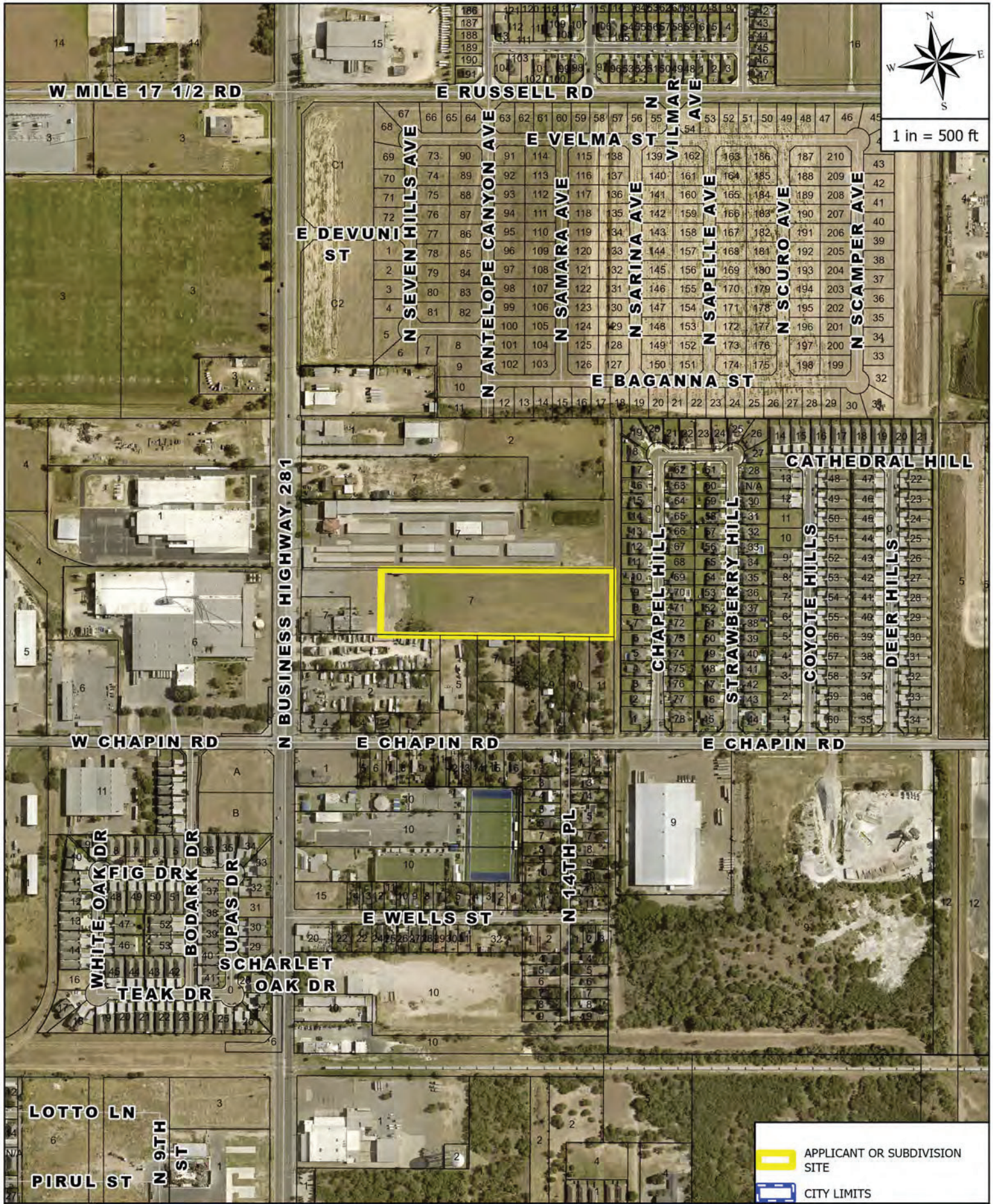
EVALUATION

The following is staff's evaluation of the request:

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

Staff recommends denial of the Comprehensive Plan Amendment from General Commercial Uses to Multi-Family Residential Uses and the Rezoning Request from Commercial, General (CG) District to Residential, Multi-Family District, based on the character of the area, 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.

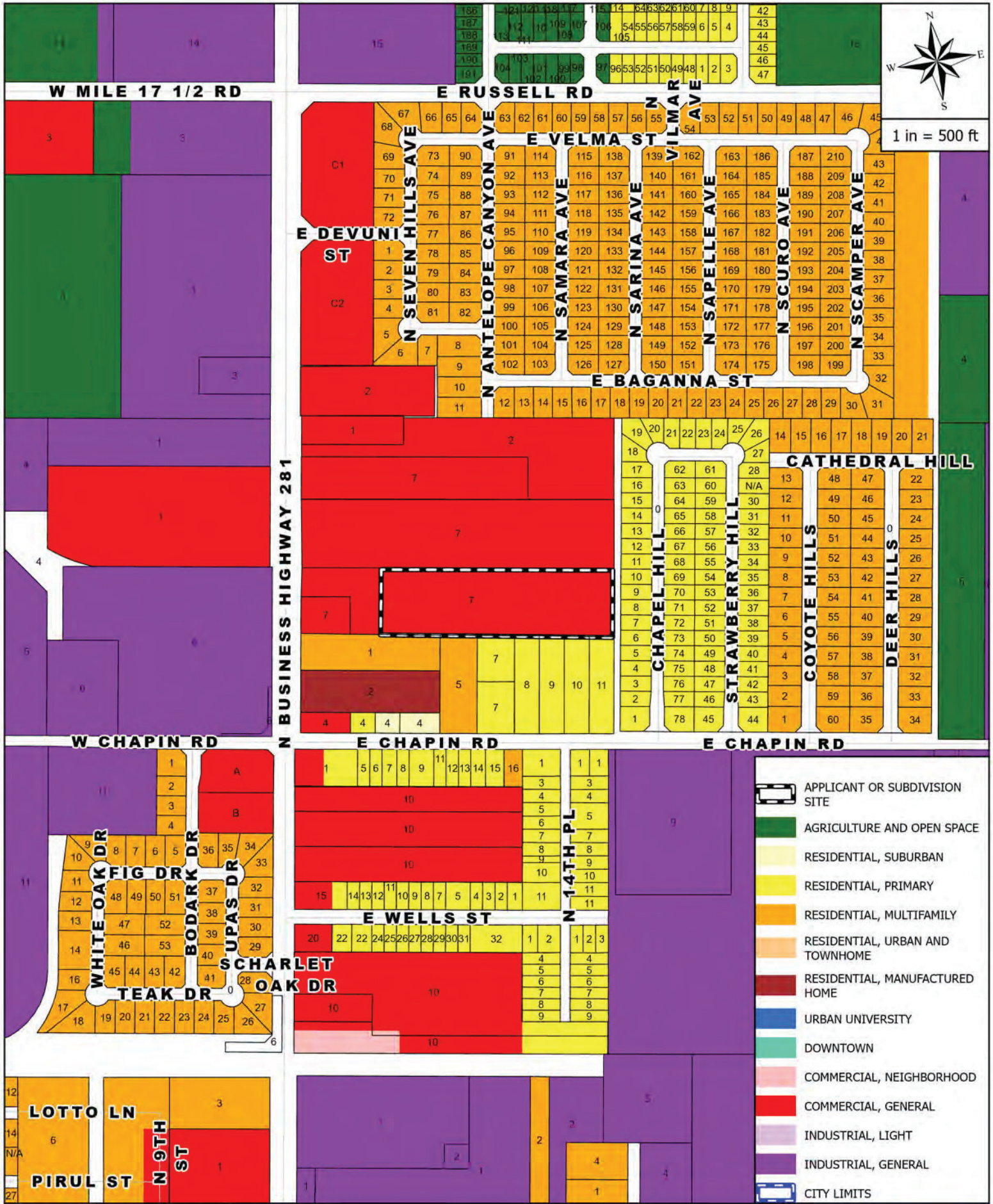
Staff mailed a notice of the public hearing to 42 neighboring property owners on Tuesday, November 26, 2024, and had received no comments in favor and none against this request at the time this report was prepared. Notice of this public hearing was published in the newspaper on December 18, 2024.



AERIAL MAP

APPLICANT AND/OR SUBDIVISION:

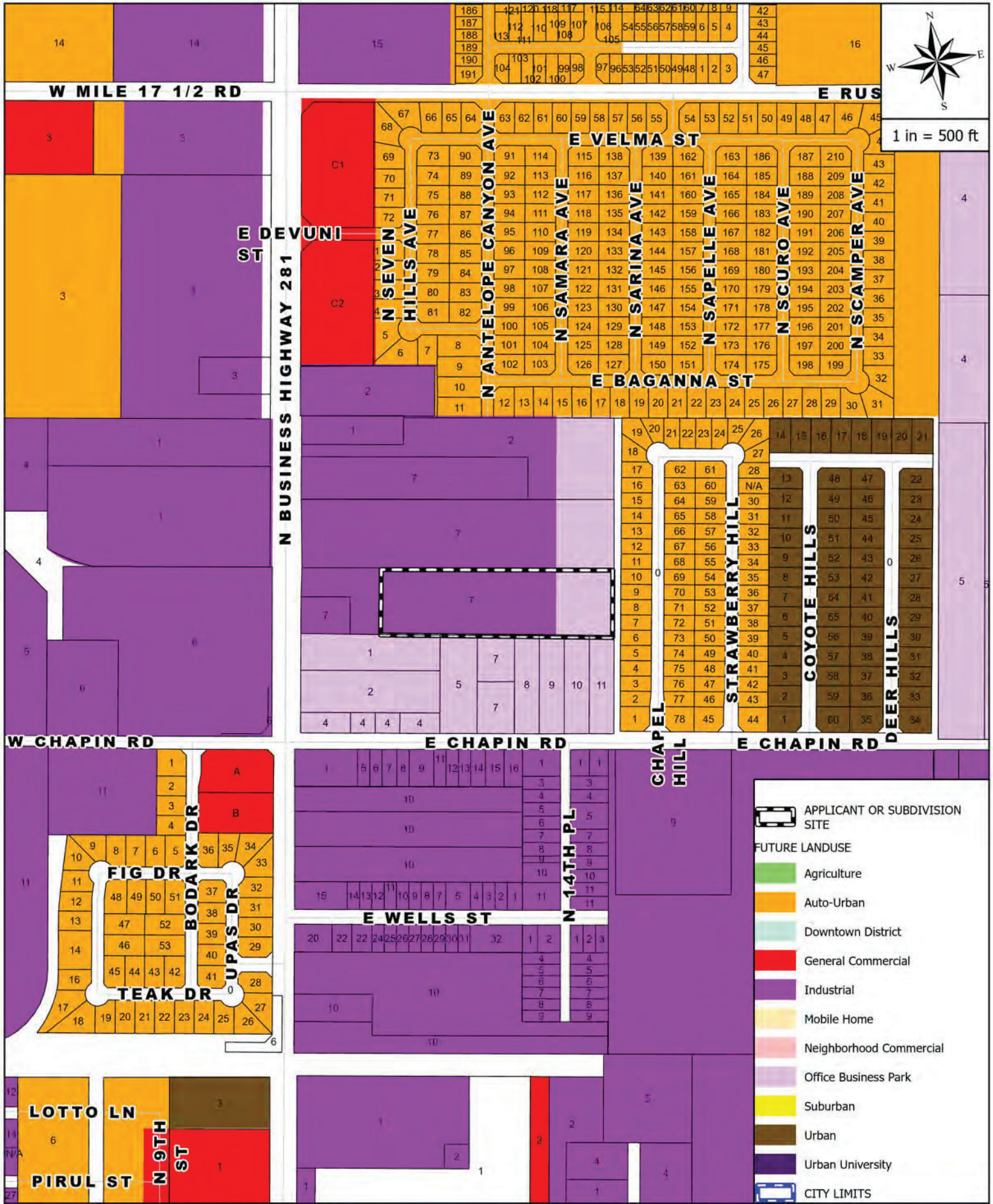
RZNE-2024-0237 1504 UNIT B N BUS HWY 281-IDEN I TREVINO



ZONING MAP

APPLICANT AND/OR SUBDIVISION:

RZNE-2024-0237 1504 UNIT B N BUS HWY 281-IDEN I TREVINO

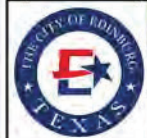
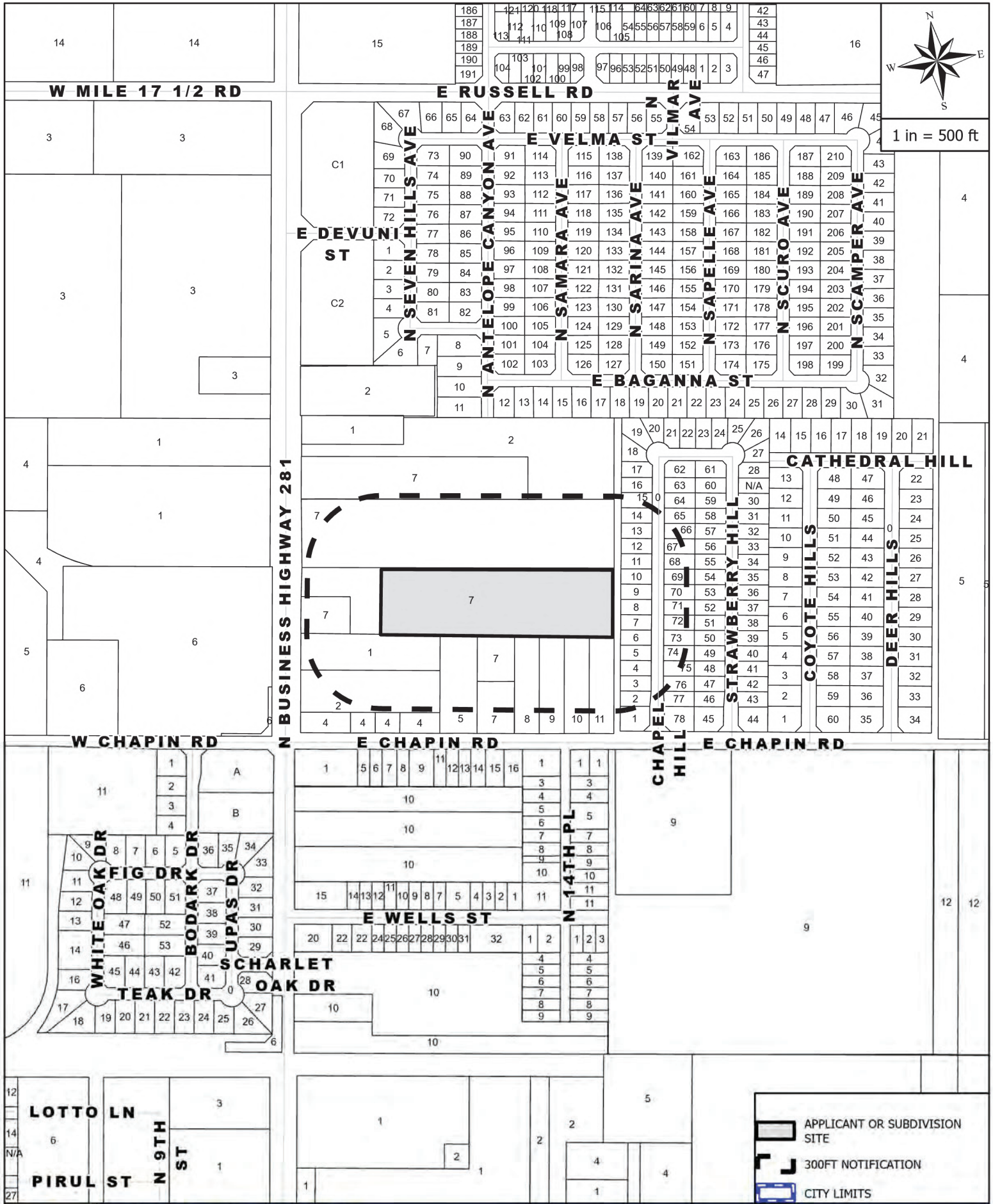


- APPLICANT OR SUBDIVISION SITE
- FUTURE LANDUSE
- Agriculture
- Auto-Urban
- Downtown District
- General Commercial
- Industrial
- Mobile Home
- Neighborhood Commercial
- Office Business Park
- Suburban
- Urban
- Urban University
- CITY LIMITS

FUTURE LANDUSE MAP

APPLICANT AND/OR SUBDIVISION:

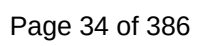
RZNE-2024-0237 1504 UNIT B N BUS HWY 281-IDEN I TREVINO



MAILOUT AND SITE MAP
APPLICANT AND/OR SUBDIVISION:
RZNE-2024-0237 1504 UNIT B N BUS HWY 281-IDEN I TREVINO



Iden Trevino on behalf of Circle T. Holdings RGV LP
1504 North Business Highway 281



Carrizales Land Surveying, LLC

Texas Registered Surveying Firm
TBPELS Firm No:10194417

METES AND BOUNDS DESCRIPTION A 5.821 ACRE TRACT

A 5.821 ACRE TRACT OF LAND BEING A PORTION OF LOT 7, SECTION 241, TEXAS-MEXICAN RAILWAY COMPANY'S SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP RECORDED IN VOLUME 1, PAGE 16, MAP RECORDS IN THE OFFICE OF THE COUNTY CLERK OF HIDALGO COUNTY, TEXAS, SAID 5.821 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOW:

COMMENCING at a calculated point at the intersection of Business Highway 281 (Closner Boulevard) and Chapin Street for the southwest corner of said Lot 7, Section 241, Thence North 08 degrees 53 minutes 20 seconds East (Record ~ North 09 degrees 05 minutes 00 seconds East) along the west line of said Lot 7 a distance of 439.86 feet (Record ~ 440.56 feet) to a calculated point, Thence South 80 degrees 38 minutes 01 seconds East (Record ~ South 80 degrees 28 minutes 00 seconds East) a distance of 362.00 feet to a calculated point [N:16640572.9870, E:1096104.5578] for the Southwest corner this tract of land and the **POINT OF BEGINNING**;

THENCE North 09 degrees 21 minutes 59 seconds East, a distance of 265.58 feet to a calculated point for the Northwest corner of this tract of land;

THENCE South 81 degrees 05 minutes 33 seconds East (Record ~ South 80 degrees 55 minutes 00 seconds East), at a distance of 905.25 feet pass a half (1/2)-inch iron rod with a pink cap stamped "C.L.S. RPLS #6388" found at the west line of a 35-foot Hidalgo County Irrigation District Number 1 easement and right of way, continuing a total distance of 940.25 feet to a half (1/2)-inch iron rod found on the east line of said Lot 7 for the Northeast corner of this tract of land;

THENCE South 08 degrees 53 minutes 20 seconds West (Record ~ South 09 degrees 05 minutes 00 seconds West), along the east line of said Lot 7 a distance of 273.12 feet to a half (1/2)-inch iron rod found for the Southeast corner of this tract of land;

THENCE North 80 degrees 38 minutes 01 seconds West, at a distance of 35.00 feet pass a half (1/2)-inch iron rod with a cap stamped "Melden" found at the west line of said 35-foot Hidalgo County Irrigation District Number 1 easement and right of way, continuing a total distance of 942.49 feet to the **POINT OF BEGINNING**; containing 5.821 acres of land more or less.

All coordinates, bearings, and distances noted within this metes and bounds description are in U.S. Survey Feet and reference the Texas State Plane Coordinate System South Zone 4205 and in grid coordinates.

A survey plat of even date accompanies this metes and bounds description.

 9-13-2024

Manuel Carrizales Date
Registered Professional Land Surveyor
Texas Registration Number 6388



Planning & Zoning

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



Zone Change Application

ENERGOV CASE #

RZNE-2024-0237

Date: September 13, 2024

1. Property Owner (required): CIRCLE T HOLDINGS RGV LP 2. Phone: (956) 827-6298

3. Mailing Address: 2112 W. UNIVERSITY PMB 817

4. City: EDINBURG State: TEXAS Zip: 78539

5. Owner's Email: rudu@bhvamargroup.com 6. Cell No. (956) 827-6298

7. Agent (not owner): IDEN I. TREVINO 8. Agent's Phone: (956) 283-8847

9. Agent's Mailing Address: 2211 E. Griffin Pkwy, Suite #160

10. City: MISSION State: TX Zip: 78539

11. Agent's Email: ident@trevinoengineering.com, karime@trevinoengineering.com

12. Address/Location being Rezoned: N. CLOSNER BLVD, EDINBURG TEXAS

13. Legal Description of Property: 14. Property ID(s): 295543

A 5.8121 acre tract of land being a portion of Lot 7, Section 241, Texas-Mexican Railway company's subdivision, Hidalgo County, Texas

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

16. Existing Land Use: COMMERCIAL GENERAL

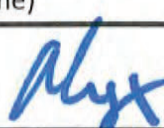
17. Reason for Zone Change: TO SUBDIVIDE OF MULTIFAMILY

IDEN I. TREVINO

(Please Print Name)


Signature

OFFICE USE ONLY

REVIEWED BY 

DATE RECEIVED

9/13/24

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

PID: 295540 ARANDA SUSANA

1514 N CLOSNER BLVD

EDINBURG, TX 78541-2564

PID: 1123763 BRANDEL SEAN M & KIMBERLY L

1414 CHAPEL HILL

EDINBURG, TX 78541-0341

PID: 1123694 CANSDALES MARIA M & JOSE

1503 CHAPEL HILL AVE

EDINBURG, TX 78541-0312

PID: 309959 CG3 REAL ESTATE GROUP LLC

2616 SERRANO ST

EDINBURG, TX 78539-6072

PID: 295543 CIRCLE T HOLDINGS RGV LP

2112 W UNIVERSITY DR

EDINBURG, TX 78539-2862

PID: 309966 D'ARRIGO JOSEPH A

145 E CHAPIN ST

EDINBURG, TX 78541-2533

PID: 309967 DE LEON MARILYN JANCE &
REYMUNDO DE LEON

147 E CHAPIN ST

EDINBURG, TX 78541-2533

PID: 1123702 DUARTE MARCO ANTONIO & MARIA
GUADALUPE-TORRES

1703 CHAPEL HILL

EDINBURG, TX 78541

PID: 1123753 GARZA DIONICIO IV & MARITZA D
GARCIA

1704 CHAPEL HILL

EDINBURG, TX 78541-0378

PID: 1123696 GONZALEZ MANUEL I JR & MARIA R

801 E SIOUX RD UNIT 123

PHARR, TX 78577-1758

PID: 1123757 BQ CAPITAL INVESTMENTS LLC

3329 N MCCOLL RD

MCALLEN, TX 78501-5536

PID: 1123700 BROWN CHRISTY

5425 MAGNOLIA PKWY

PEARLAND, TX 77584-9036

PID: 309968 CASTILLO CRES

321 E CHAPIN ST

EDINBURG, TX 78541-2541

PID: 295545 CIRCLE T HOLDINGS LP

2112 W UNIVERSITY DR

EDINBURG, TX 78539-2862

PID: 1123758 CRUZ ELOY A & CHRISTINA M

1516 CHAPEL HILL

EDINBURG, TX 78541-0312

PID: 1123764 DE LA RIMA MICHELLE OROGO
EULOGIO S BURLAOS

1410 CHAPEL HILL DR

EDINBURG, TX 78541-0341

PID: 524086 DE LEON MARILYN JANICE

147 E CHAPIN ST

EDINBURG, TX 78541-2533

PID: 1123755 GARCIA JUSTINA LYNN & MARIO
MARMOLEJO

1610 CHAPEL HILL

EDINBURG, TX 78541-0342

PID: 1123760 GONZALEZ LEROY RODOLFO JR &
MAKAYLA N HINOJOSA

1508 CHAPEL HL

EDINBURG, TX 78541-0312

PID: 1123698 HERNANDEZ MAYRA

1601 CHAPEL HL

EDINBURG, TX 78541-0342

OWNER NOTIFICATION LIST REPORT

PID: 1123686 HILLS AT CHAPIN HOMEOWNERS
ASSOCIATION INC
620 S 12TH ST

PID: 309960 LAS VILLAS TRAILER PARKS LLC
9601 N 10TH UNIT 1
MCALLEN, TX 78504-9522

PID: 1123691 LEAL MONICA
1409 CHAPEL HILL
EDINBURG, TX 78541-0341

PID: 1123692 MORENO SANTIAGO R & BERTHA E
1413 CHAPEL HILL ST
EDINBURG, TX 78541-0341

PID: 309969 NEBAUER HENRY
403 E CHAPIN ST
EDINBURG, TX 78541-2542

PID: 295541 RGV REALTY GROUP LP
PO BOX 3266
MCALLEN, TX 78502

PID: 1123693 RIOS ERNESTO III
1417 CHAPEL HILL
EDINBURG, TX 78541-0341

PID: 309970 RIVAS CARLOS
1902 JACARANDA ST
EDINBURG, TX 78541-9486

PID: 1123761 RUIZ NOE
1504 CHAPEL HL
EDINBURG, TX 78541-0312

PID: 1123759 TRIGO PRISCILLA
1512 CHAPEL HILL
EDINBURG, TX 78541-0312

PID: 1123699 HO VAN THI CAM & TONY VU
NGUYEN
1922 LACYWOOD

PID: 1123703 LEAL MARGIL A FLORES & MARTHA
ANZALDUA RODRIGUEZ
1707 CHAPEL HILL

PID: 1123767 MANZANO JAHAZIEL NERIA &
STEPHANY
1405 CHAPEL HILL
EDINBURG, TX 78541-0341

PID: 1123754 MYCHALYK NINA
1614 CHAPEL HILL
EDINBURG, TX 78541-0342

PID: 1123701 PENA PLACIDO III
1613 CHAPEL HILL
EDINBURG, TX 78541

PID: 958074 RGV REALTY GROUP LP
PO BOX 3266
MCALLEN, TX 78502-3266

PID: 1123762 RIOS MARIE Y
1418 CHAPEL HILL
EDINBURG, TX 78541-0341

PID: 1123756 RODRIGUEZ OSWALDO JR & KARLA R
403 PIRUL ST APT NO 2
EDINBURG, TX 78541-4739

PID: 1123695 TREVINO DIANA GARCIA
1507 CHAPEL HILL
EDINBURG, TX 78541-0312

PID: 1123697 VALDEZ ANNETTE & UVALDO JR
1515 CHAPEL HILL
EDINBURG, TX 78541-0312

OWNER NOTIFICATION LIST REPORT

PID: 309965 VAZQUEZ AYDE VERONICA &
ALEJANDRO IBARRA
143 E CHAPIN ST
EDINBURG, TX 78541-2533

PID: 1123688 YANCY NAKIA
1401 CHAPEL HILL
EDINBURG, TX 78541-0341

ORDINANCE NO. _____

AN ORDINANCE AMENDING, SUPPLEMENTING, AND CHANGING THE BOUNDARIES OF COMMERCIAL, GENERAL (CG) DISTRICT TO RESIDENTIAL, MULTI-FAMILY (RM) DISTRICT, A 5.821 ACRE TRACT OF LAND BEING A PORTION OF LOT 7, SECTION 241, TEXAS-MEXICAN RAILWAY COMPANY'S SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP RECORDED IN VOLUME 1, PAGE 16, MAP RECORDS IN THE OFFICE OF THE COUNTY CLERK OF HIDALGO COUNTY, TEXAS, LOCATED AT 1504 NORTH BUSINESS HIGHWAY 281 UNIT B, EDINBURG, HIDALGO COUNTY, TEXAS, FROM ONE DISTRICT TO ANOTHER; PROVIDING A REPEALER CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE; PROVIDING FOR CODIFICATION; PROVIDING A WAIVER OF THE THREE (3) SEPARATE READINGS; AND ORDAINING OTHER PROVISIONS RELATED TO THE SUBJECT MATTER HEREOF.

WHEREAS, the owner of the herein described real estate has submitted to the Planning and Zoning Commission of the City of Edinburg, Texas, a proposed amendment, and the proposed supplement and change to the boundaries of the Commercial, General (CG) District to Residential, Multi-Family (RM) District, as set out in the Unified Development Code of the City of Edinburg, Texas, heretofore finally passed, approved, and adopted by said City Council on the 9th day of August, 2022. Such proposed amendment is to change the zoning of a 5.821 Acre tract of land Being a Portion of Lot 7, Section 241, Texas-Mexican Railway Company's Subdivision, Hidalgo County, Texas, According to the Map Recorded in Volume 1, Page 16, Map Records in the Office of the County Clerk of Hidalgo County, Texas, Located at 1504 North Business Highway 281 Unit B, Edinburg, Hidalgo County, Texas, from Commercial, General (CG) District to Residential, Multi-Family (RM) District, for a recommendation and report by said Planning and Zoning Commission; and

WHEREAS, the said Planning and Zoning Commission of the City of Edinburg, Texas, gave due notice as provided by said Unified Development Code of a public hearing to be held before said Planning and Zoning Commission, on December 12, 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 January 7, 2025 at 6:00 P.M., in the Edinburg City Hall, City Council Chambers, located at 415 West University Drive, Edinburg, Texas, which time was not less than 15 days nor more than 20 days from the date of publication, and that said public hearing was held at such time and place, and all of which procedure in the giving of notice and the holding of said public hearing is hereby ratified and confirmed as meeting all the requirements of said Unified Development Code of the City of Edinburg, Texas and applicable statutes; and

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

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

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

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

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

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

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

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

SECTION VII. WAIVER CLAUSE: This requirement of three separate readings of this

Ordinance is hereby dispensed with by a vote of not less than a majority of all the members of the City Council.

READ, CONSIDERED, PASSED AND APPROVED at a regular meeting of the City Council of the City of Edinburg, Texas at which a quorum was present and which was held in accordance with V.T.C.A., Government Code, Section 551.041, on the 7th day of January, 2025.

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

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE CITY OF EDINBURG COMPREHENSIVE PLAN BY DETERMINING THAT THE DEVELOPMENT FACTORS WITHIN THE CITY HAVE ADJUSTED SUCH THAT THE PROPOSED USE OF A 5.821 ACRE TRACT OF LAND BEING A PORTION OF LOT 7, SECTION 241, TEXAS-MEXICAN RAILWAY COMPANY'S SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP RECORDED IN VOLUME 1, PAGE 16, MAP RECORDS IN THE OFFICE OF THE COUNTY CLERK OF HIDALGO COUNTY, TEXAS, LOCATED AT 1504 NORTH BUSINESS HIGHWAY 281 UNIT B, SHOULD BE FOR MULTI-FAMILY RESIDENTIAL USES; PROVIDING A REPEALER CLAUSE; PROVIDING A SAVINGS CLAUSE, PROVIDING FOR PUBLICATION AND EFFECTIVE DATE; PROVIDING A WAIVER OF THREE (3) SEPARATE READINGS; AND ORDAINING OTHER PROVISIONS RELATED TO THE SUBJECT MATTER THEREOF.

WHEREAS, the Comprehensive Plan designation of the property herein described needs to be amended to provide a transition from General Commercial Uses to Multi-Family Residential Uses; and,

WHEREAS, it appears that the development will proceed, if allowed; and,

WHEREAS, such development is not detrimental to the General Commercial Uses in the surrounding area; and

WHEREAS, in order to avoid exceptions to the Comprehensive Plan, it is appropriate that the Plan be changed to reflect conditions as they actually exist in Edinburg.

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

SECTION I. AUTHORITY OF LAW: All Requirements To The Law Have Been Met In The Passing Of This Ordinance.

SECTION II. The Comprehensive Plan for the development of Edinburg adopted by Ordinance No. 2024-5022 on October 15, 2024 is hereby amended to provide that the property in question, would best be used and developed, because of changing conditions for Multi-family Residential Uses. The conditions that exist are:

- (1) Population growth requiring more Multi-family Residential Uses;

(2) Expansion and development of Multi-family Residential Uses.

This area, because of Edinburg's growth, should be included in those portions of the city providing support to and being compatible with other similar uses, all of which are in close proximity to one another.

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

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

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

SECTION VI. CODIFICATION: That this ordinance shall 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 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 7th day of January, 2025.

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: January 7, 2025

PUBLIC HEARINGS

Agenda Item No: 7.B.

Rezoning Request - Otoniel Resendez

1. **Agenda Item:**

Hold Public Hearing and Consider the Ordinances Providing for the Comprehensive Plan Amendment from Neighborhood Commercial Uses to General Commercial Uses and the Rezoning Request from Commercial, Neighborhood (CN) District to Commercial, General (CG) District, Lot 1, Trenton Terrace Subdivision, Located at 4401 South Veterans Boulevard, as Requested by Otoniel Resendez.[Jaime Acevedo, Director of Planning & Zoning]

2. **Description:**

This property is located on the west side of South Veterans Road, approximately 625 feet south of South Veterans Boulevard. The property has a total frontage of 101.67 feet along South Veterans Boulevard and a lot depth of 303 feet for a total lot area of 30,801.01 square feet (0.70 Acres). This lot is part of the Trenton Terrace Subdivision that was recorded on September 5, 1989, and was annexed into the city limits on December 10, 2013. On January 19, 2021, the property was rezoned from Agriculture and Open Space (AO) District to Commercial, Neighborhood (CN) District. The requested zoning designation is the Commercial, General (CG) District, which is the primary commercial district, meant to accommodate a wide range of commercial uses, including highway service uses, including highway service uses and community or regional commercial office, and service uses. The lot is currently vacant and the applicant indicated the reason for the zone change request is for land efficiency.

The property is currently zoned Commercial, Neighborhood (CN) District, which is intended to provide small neighborhood shopping opportunities and services in areas that are largely residential in use. Uses are limited to smaller commercial and service businesses that serve the neighborhood. Adjacent zoning is Residential, Suburban (RS) District to the north and Agriculture and Open Space (AO) District to the east, south, and west. Surrounding land consists of institutional uses (De Escandon Elementary), commercial uses, and residential uses. The Future Land Use designation for this property is for Neighborhood Commercial Uses.

This request was tabled at the applicant's request by the Planning and Zoning Commission at the November 14, 2024 meeting. Staff mailed a notice of the public hearing to 17 neighboring property owners on Tuesday, November 26, 2024, and received no comments in favor or against this request at the time this report was prepared. Notice of this public hearing was published in the newspaper on December 18, 2024.

On December 6, 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.

On December 12, 2024, the Planning & Zoning Commission recommended with a unanimous vote of 6-0 to deny the Comprehensive Plan Amendment and the Rezoning Request.

3. **Staff's Recommendation:**

Staff recommends denial of the Comprehensive Plan Amendment from Neighborhood Commercial

Uses to General Commercial Uses and the Rezoning Request from Commercial, Neighborhood (CN) District to Commercial, General (CG) District based on adjacent zoning districts and Future Land Use. If approved, the applicant will need to comply with all requirements during the permitting process including compliance with subdivision regulations, building/fire codes, fire protection, parking, landscape buffer-yards, solid waste services, utility, and other City requirements, as applicable.

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 – 12/12/24
CITY COUNCIL – 01/07/25
DATE PREPARED – 12/04/24

STAFF REPORT
GENERAL INFORMATION

APPLICATION: Comprehensive Plan Amendment from Neighborhood Commercial Uses to General Commercial Uses and the Rezoning Request from Commercial, Neighborhood (CN) District to Commercial, General (CG) District

APPLICANT: Otoniel Resendez

AGENT: Not Applicable

LEGAL: Lot 1, Trenton Terrace Subdivision

LOCATION: 4401 South Veterans Road

LOT/TRACT SIZE: 30,801.01 square feet (0.70 Acres)

CURRENT USE: Vacant land

PROPOSED USE: Commercial Development

EXISTING ZONING: Commercial, Neighborhood District

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

LAND USE PLAN: Neighborhood Commercial Uses

PUBLIC SERVICES: City of Edinburg Water and Sewer

RECOMMENDATION: Staff recommends denial of the Comprehensive Plan Amendment from Neighborhood Commercial Uses to General Commercial Uses and the Rezoning Request from Commercial, Neighborhood (CN) District to Commercial, General (CG) District based on adjacent zoning districts and land use.

REZONING REQUEST OTONIEL RESENDEZ

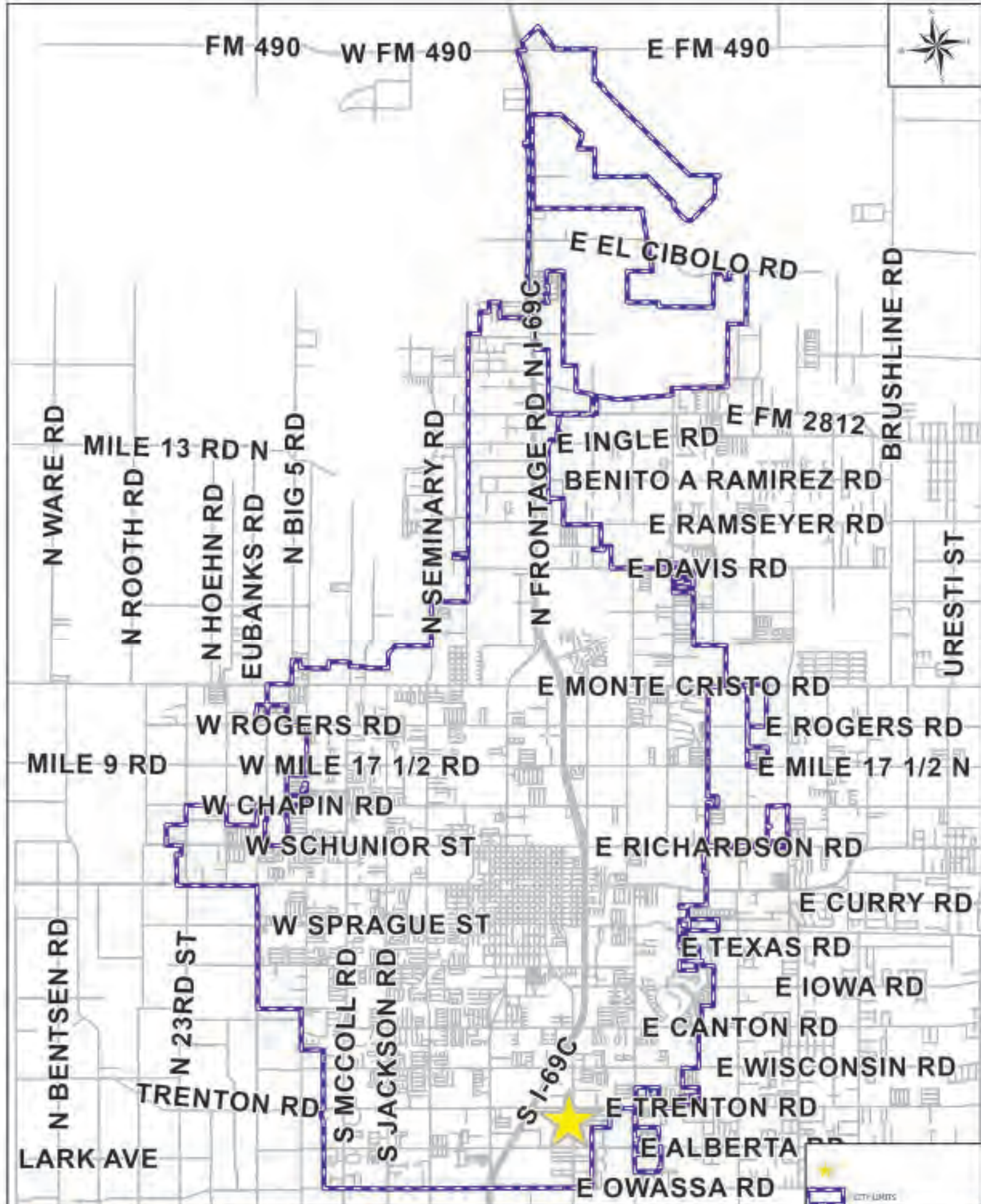
EVALUATION

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

1. This lot is part of the Trenton Terrace Subdivision that was recorded on September 5, 1989 and was annexed into the city limits on December 10, 2013.
2. Adjacent zoning is Residential, Suburban (RS) District to the north and Agriculture and Open Space (AO) District to the east, south, and west
3. The proposed zoning is inconsistent with the Future Land Use Plan.

Staff recommends denial of the Comprehensive Plan Amendment from Neighborhood Commercial Uses to General Commercial Uses and the Rezoning Request from Commercial, Neighborhood (CN) District to Commercial, General (CG) District based on adjacent zoning districts and Future land use. If approved, the applicant will need to comply with all requirements during the permitting process including compliance with subdivision regulations, building/fire codes, fire protection, parking, landscape buffer-yards, solid waste services, utility, and other City requirements, as applicable.

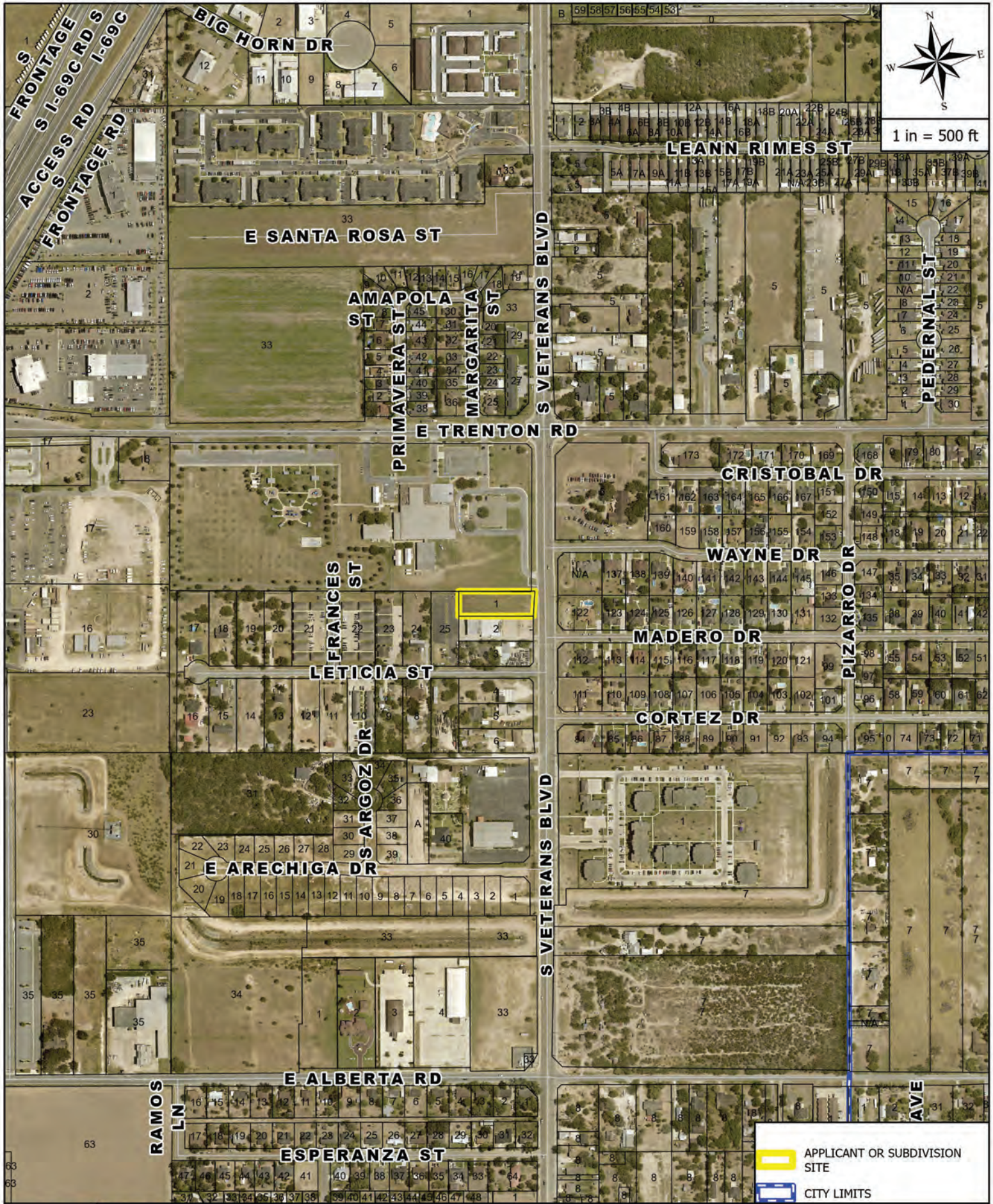
Staff mailed a notice of the public hearing to 17 neighboring property owners on Tuesday, November 26, 2024, and received no comments in favor or against this request at the time this report was prepared. Notice of this public hearing was published in the newspaper on December 18, 2024.



EDINBURG NEW DEVELOPMENT MAP

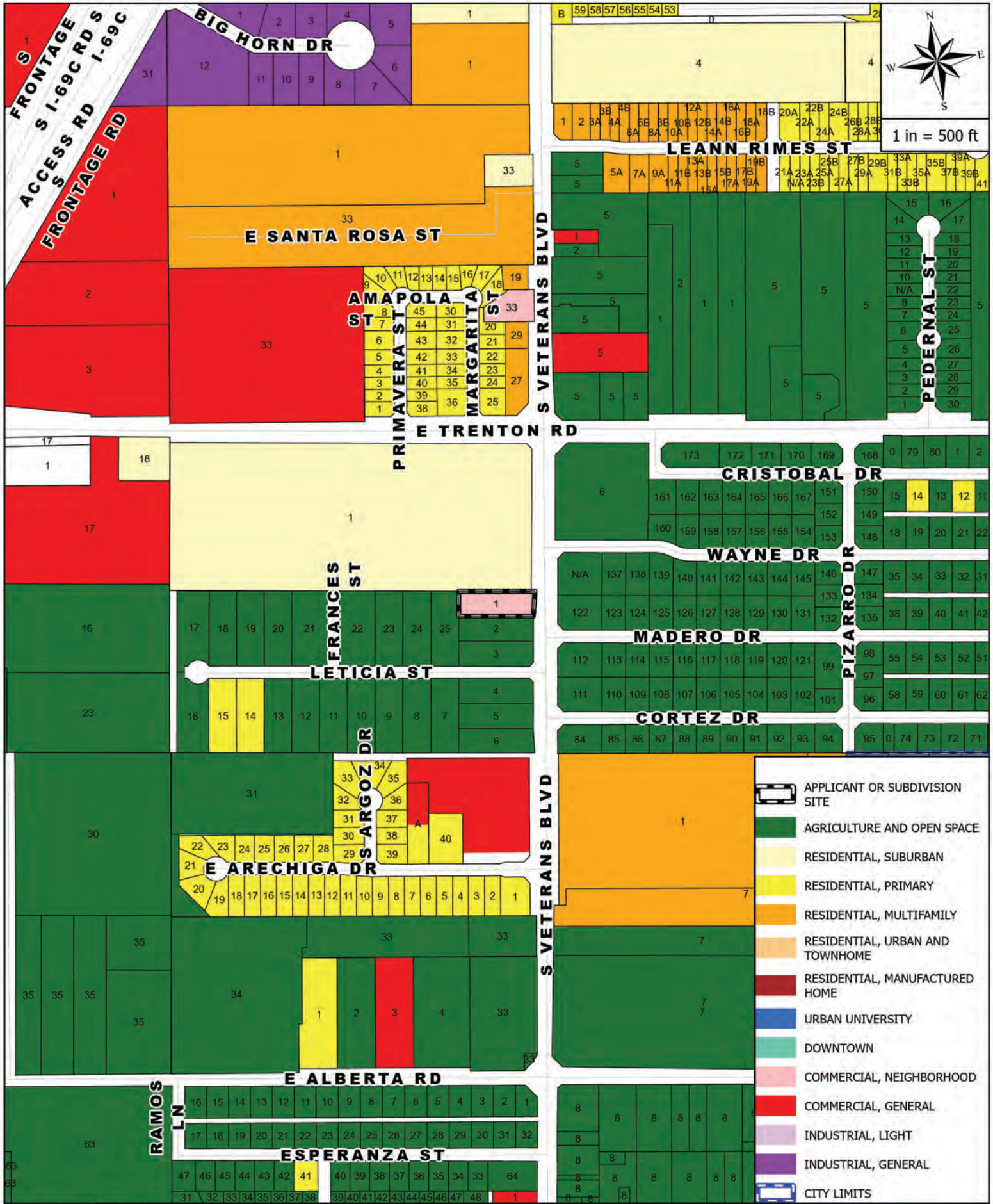
APPLICANT AND/OR SUBDIVISION:

RZNE-2024-0243 4401 S VETERANS BLVD - OTONIEL RESENDEZ



AERIAL MAP
APPLICANT AND/OR SUBDIVISION:
RZNE-2024-0243 4401 S VETERANS BLVD - OTONIEL RESENDEZ

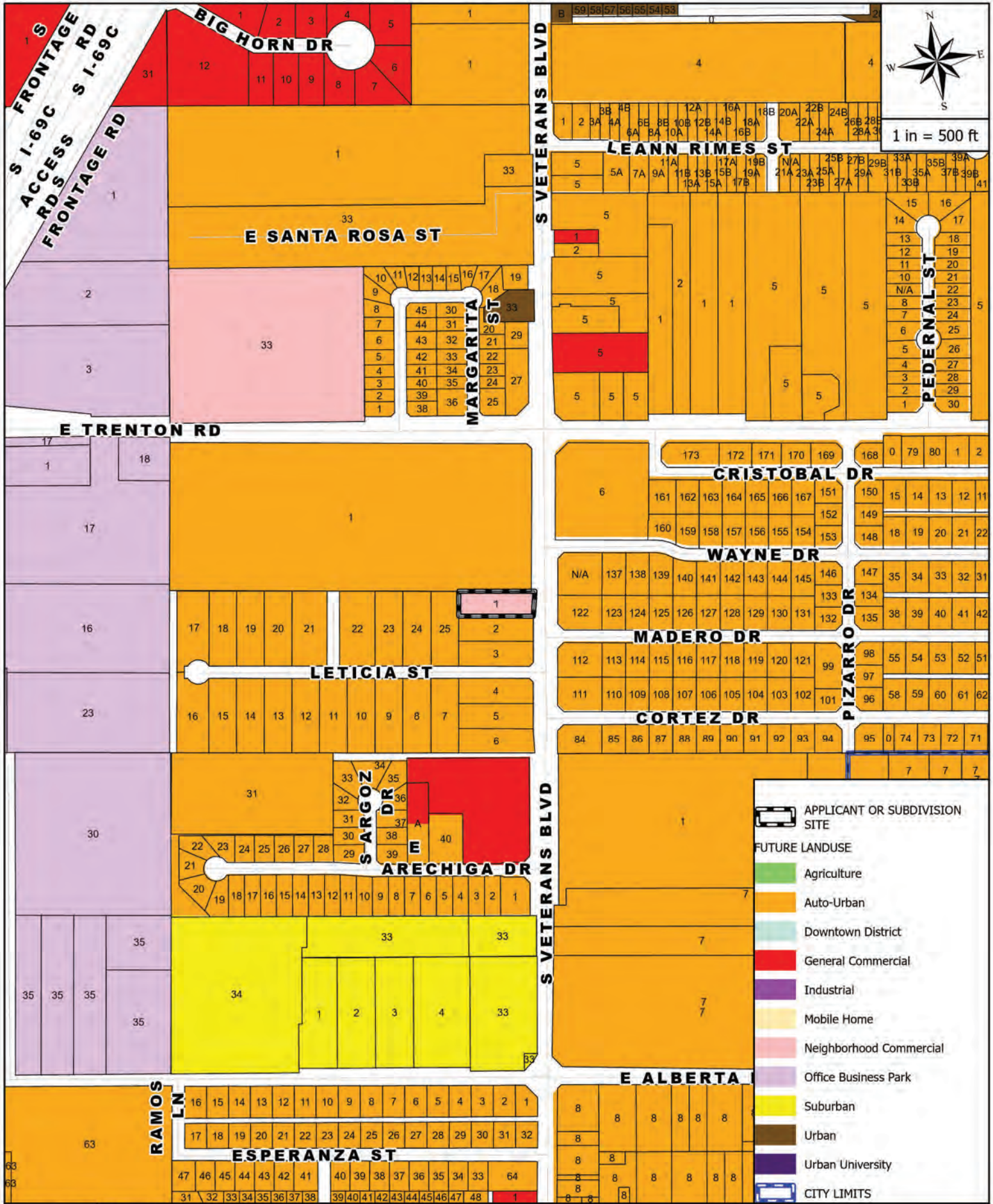
 APPLICANT OR SUBDIVISION SITE
 CITY LIMITS



ZONING MAP

APPLICANT AND/OR SUBDIVISION:

RZNE-2024-0243 4401 S VETERANS BLVD - OTONIEL RESENDEZ

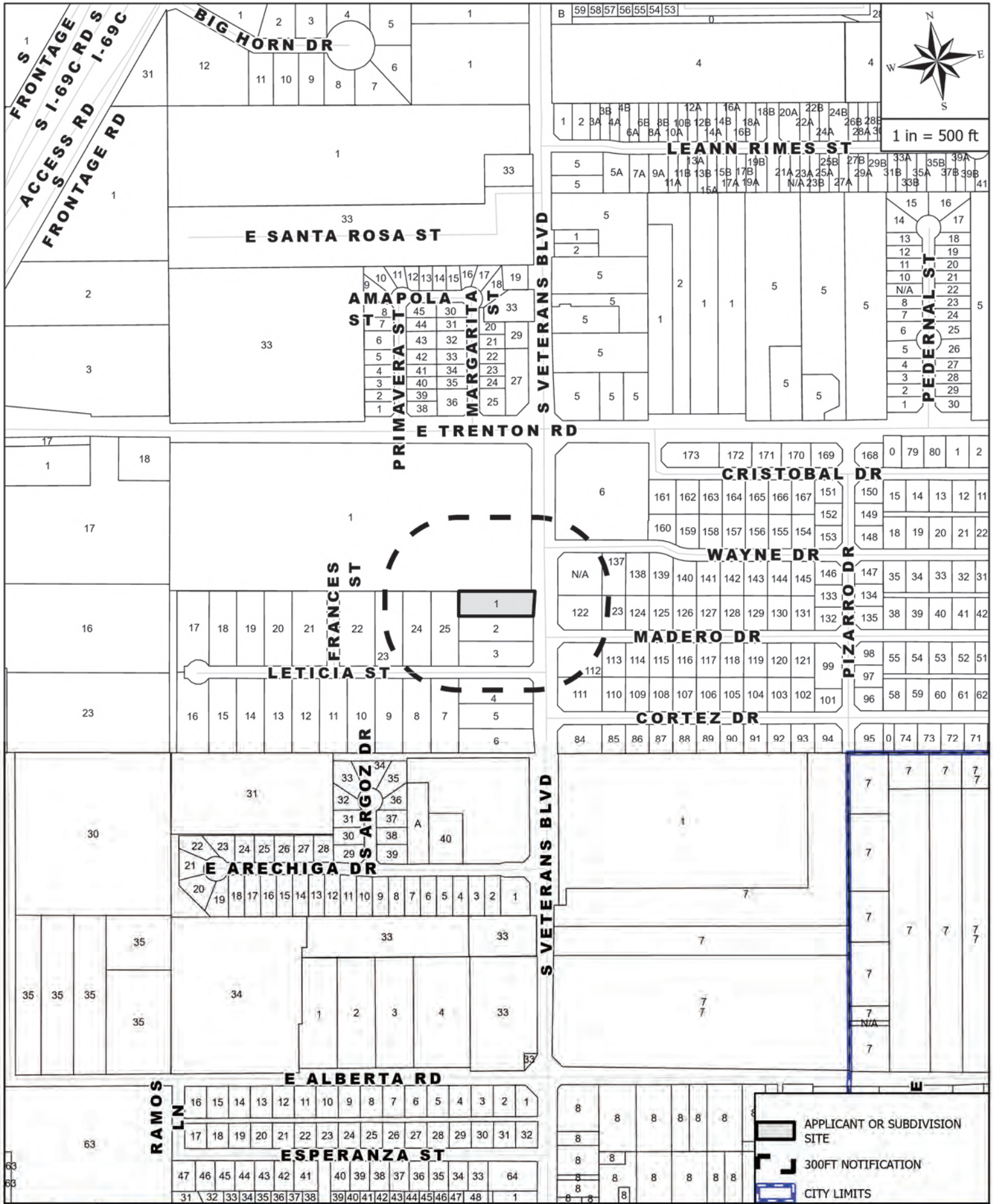


FUTURE LAND USE MAP

APPLICANT AND/OR SUBDIVISION:

RZNE-2024-0243 4401 S VETERANS BLVD - OTONIEL RESENDEZ





MAILOUT AND SITE MAP

APPLICANT AND/OR SUBDIVISION:

RZNE-2024-0243 4401 S VETERANS BLVD - OTONIEL RESENDEZ



Rezoning Request Site Photo

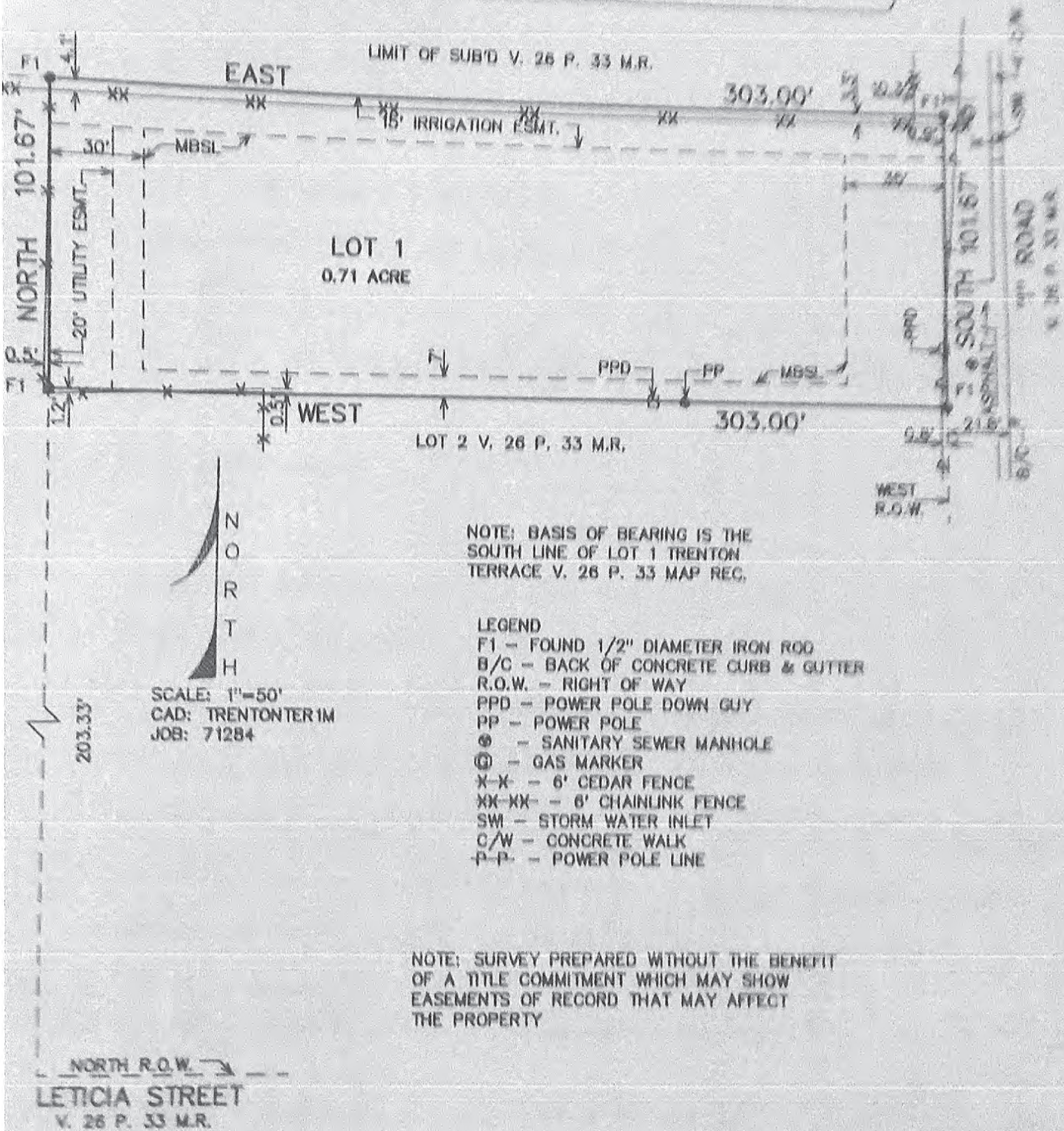
Otoniel Resendez

4401 South Veterans Boulevard



PEÑA ENGINEERING

FIRM #10087200 • 1001 WHITEWING • P.O. BOX 4329
(956) 682-8812 • McALLEN, TEXAS 78502 • FAX (956) 631-PEÑA



NOTE: BASIS OF BEARING IS THE
SOUTH LINE OF LOT 1 TRENTON
TERRACE V. 26 P. 33 MAP REG.

LEGEND

- F1 - FOUND 1/2" DIAMETER IRON ROD
- B/C - BACK OF CONCRETE CURB & GUTTER
- R.O.W. - RIGHT OF WAY
- PPD - POWER POLE DOWN GUY
- PP - POWER POLE
- S - SANITARY SEWER MANHOLE
- G - GAS MARKER
- X-X - 6' CEDAR FENCE
- XX-XX - 6' CHAINLINK FENCE
- SWI - STORM WATER INLET
- C/W - CONCRETE WALK
- P-P - POWER POLE LINE

NOTE: SURVEY PREPARED WITHOUT THE BENEFIT
OF A TITLE COMMITMENT WHICH MAY SHOW
EASEMENTS OF RECORD THAT MAY AFFECT
THE PROPERTY

NORTH R.O.W.
LETICIA STREET
V. 26 P. 33 M.R.

CIVIL CONSTRUCTION PLANS

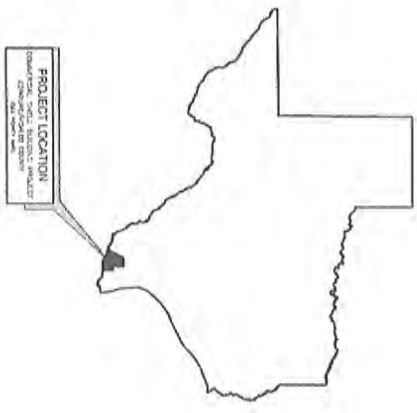
4401 S. VETERANS BLVD. SHELL BUILDING

HIDALGO COUNTY CITY OF EDINBURG



LOCATION MAP
NTS

JUNE 2024



SOTEX
ENGINEERING, LLC
TPELS FIRM REGISTRATION F-21475
WWW.SOTEXENGINEERING.COM
538 S. TEXAS BLVD, SUITE 7
WESLACO, TEXAS 78596
(956) 472-0917

SHEET INDEX

- COVER SHEET
- SHEET C1.0 GENERAL CONSTRUCTION NOTES
- SHEET C2.0 EXISTING CONDITIONS/DEMOLITION PLAN
- SHEET C3.0 DIMENSIONAL CONTROL PLAN
- SHEET C4.0 UTILITY PLAN
- SHEET C5.0 DRAINAGE & GRADING PLAN
- SHEET C6.0 SUGGESTED EROSION CONTROL PLAN
- SHEET C7.0 CONSTRUCTION DETAILS (PRIVATE)
- CITY OF EDINBURG STANDARD DETAILS (6 SHEETS)



Know what's below.
Call before you dig.
(@ least 48 hours prior to digging)



4401 S. VETERANS BLVD.
EDINBURG, TEXAS 78542

PROPOSED TR BUILDING - SHELL ONLY
LOT 1, TITENSON TERRACE, TOWN OF EDINBURG
— HEDCO, TEXAS —


$$I = \frac{\text{Weight NiOmo}}{1/\beta^2 = 1.5^\circ} \quad \text{Density, } \rho_{\text{NiOmo}}$$


Component	Component
C101	COVER SHEET
C102	ADDED DATA SHEET
C103	ADDED DATA SHEET
C104	ADDED DATA SHEET
C105	ADDED DATA SHEET
C106	ADDED DATA SHEET
C107	ADDED DATA SHEET
C108	ADDED DATA SHEET
C109	ADDED DATA SHEET
C110	ADDED DATA SHEET
C111	ADDED DATA SHEET
C112	ADDED DATA SHEET
C113	ADDED DATA SHEET
C114	ADDED DATA SHEET
C115	ADDED DATA SHEET
C116	ADDED DATA SHEET
C117	ADDED DATA SHEET
C118	ADDED DATA SHEET
C119	ADDED DATA SHEET
C120	ADDED DATA SHEET

THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE DESIGN OF SUCH MATERIALS AND SHALL BE RESPONSIBLE FOR ANY DAMAGE TO CONSTRUCTION MATERIALS OR TO THE STRUCTURE OF THE BUILDING DURING THE CONSTRUCTION OF THE MATERIALS.

THE DESIGN STUDIO PL
1001 S SHARY BLVD STE B1
ALTON, TEXAS 78573
O: 956.585.5711 M: 956.432.3434
EMAIL: FPerez@THEDESIGNSTUDIOPL.COM

PROJECT TITLE: PROPOSED TR BUILDING
4401 S. VETERANS BLVD. EDINBURG, TEXAS 78539

PROJECT NUMBER: 2310	DATE DRAWN: 01/24/24
APPROVED BY: IR	DRAWN BY: FDP

REVISION:

COVER SHEET

6:00

Diagram illustrating the structure of a composite material, showing layers of fibers and resin.

Labels:

- Fibers
- Resin
- Fibers
- Composite

Figure 1 is a schematic diagram of a composite beam cross-section. The beam has a total height h . It consists of a concrete core (hatched pattern) and a steel reinforcement (dotted pattern). The concrete core has a height h_c and is divided into two parts: h_{c1} (top) and h_{c2} (bottom). The steel reinforcement has a height h_s and is divided into two parts: h_{s1} (top) and h_{s2} (bottom). The concrete core is labeled "CONCRETE CORE" and the steel reinforcement is labeled "STEEL REINFORCEMENT".

[illegible]

7046

SUNSHINE STEAK MARKET, WEST BOUNTY OF NEW
HARTFORD CT 06108-1930
CITY OF HARTFORD
CT 06108-1930

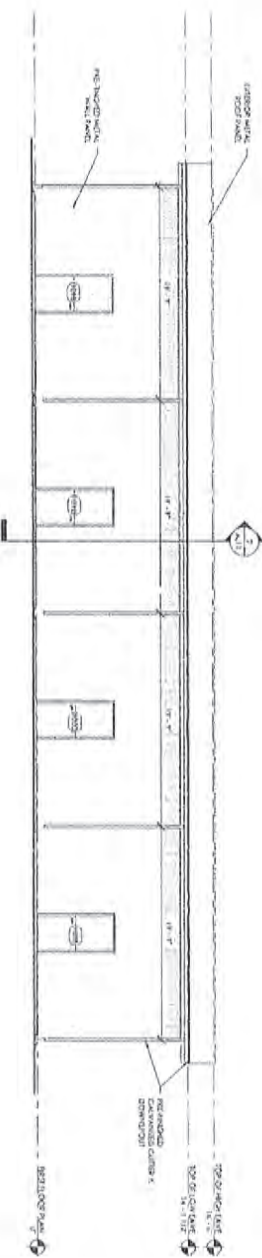
DATE: 05/11

811

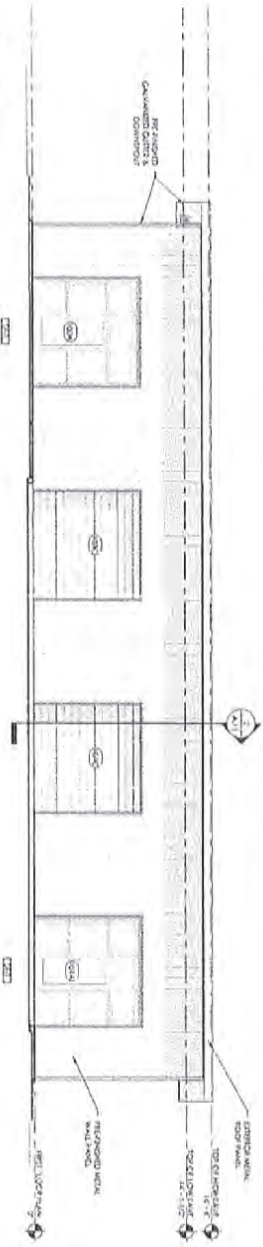
Know what's below.
Call before you dig.

638 S. TEXAS BLVD. SUITE
WESLACO, TEXAS 78096
(956) 472-0917

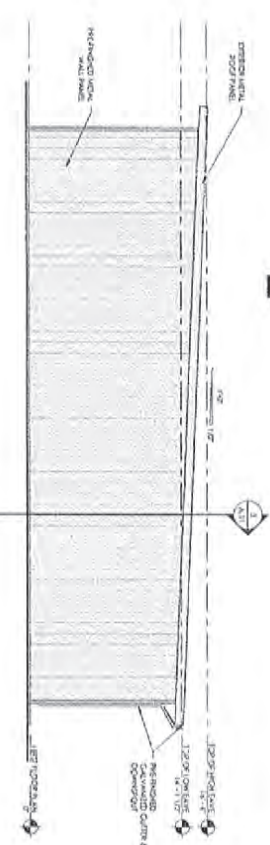
1. East Elevation - West
Scale = 1/8" = 1'-0"



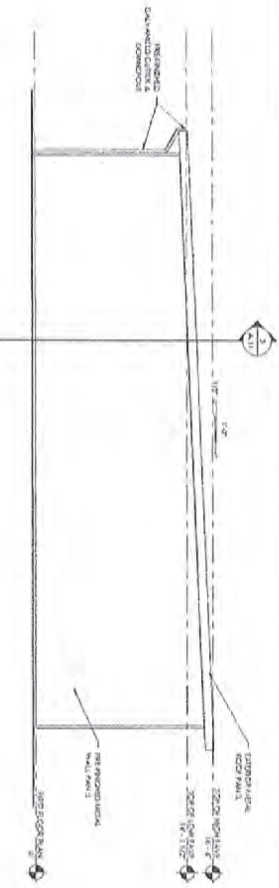
2. East Elevation - North
Scale = 1/8" = 1'-0"



3. East Elevation - South
Scale = 1/8" = 1'-0"



4. East Elevation - East
Scale = 1/8" = 1'-0"

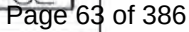


NOTE: THIS SET OF DRAWINGS IS FOR INFORMATIONAL PURPOSES ONLY. IT IS NOT TO BE USED FOR CONSTRUCTION. THE DESIGN STUDIO PL, 1001 S SHARY BLVD, ALTON, TEXAS 78573. O: 956.585.5711 M: 956.432.3434. EMAIL: FPerez@thedesigntudiopl.com

A.20	PROJECT TITLE: PROPOSED TR BUILDING - SHELL ONLY	
	4401 S. VETERANS BLVD. EDINBURG, TEXAS 78539	
	PROJECT NUMBER: 2310	DATE DRAWN: 01/24/24
	APPROVED BY: TR	DRAWN BY: FDP

THE DESIGN STUDIO PL
1001 S SHARY BLVD STE B1
ALTON, TEXAS 78573
O: 956.585.5711 M: 956.432.3434
EMAIL: FPerez@thedesigntudiopl.com

DESIGN STUDIO
2024.01.24



Planning & Zoning

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



THE CITY OF
Edinburg

Zone Change Application

ENERGOV CASE #

R2NE-2024-0243

Date: October 14, 2024

1. Property Owner (required): Otoniel Resendez 2. Phone: 956-451-3516

3. Mailing Address: Po Box 1336

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

5. Owner's Email: RUBICONCG@yahoo.com 6. Cell No. 956-451-3516

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

9. Agent's Mailing Address: -

10. City: - State: - Zip: -

11. Agent's Email: -

12. Address/Location being Rezoned: 4401 S. Veterans Rd

13. Legal Description of Property: 14. Property ID(s): 346968

Lot 1 Trenton Terrace

15. Zone Change: From: CN - Commercial Neighborhood To: CG - Commercial General

16. Existing Land Use: Commercial Neighborhood

17. Reason for Zone Change: land efficiency

Otoniel Resendez
(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.**

PID: 346990 AGUAYO 66 HOLDINGS LTD
2405 DURANGO DR
MISSION, TX 78573-8449

PID: 199746 COMUNIDAD CRISTIANA EMANUEL
4306 S VETERANS BLVD
EDINBURG, TX 78542-6670

PID: 713459 EDINBURG CONS IND SCHOOL
PO BOX 990
EDINBURG, TX 78540-0990

PID: 346992 JASMYL LLC
1508 WAYNE DR
EDINBURG, TX 78542-5560

PID: 650247 MARTINEZ JULIO CESAR & AIMEE
1410 MADERO DR
EDINBURG, TX 78542-7111

PID: 650245 MORAN THANYA JEZBEL
1407 CORTEZ DR
EDINBURG, TX 78542-7113

PID: 346968 RESENDEZ OTONIEL
PO BOX 1336
SAN JUAN, TX 78589-1336

PID: 346974 SOLIS MARTIN CLAUDIA N RIOS
403 BRONZE DR
PHARR, TX 78577-7742

PID: 346971 ZAMBRANO ANTONIO
4503 S VETERANS BLVD
EDINBURG, TX 78542-6680

PID: 652003 ARCE SONIA
1412 WAYNE DR
EDINBURG, TX 78542-6799

PID: 346975 DURAN MARIA ALBA
PO BOX 1274
MCALLEN, TX 78505-1274

PID: 650256 GARCIA DAVID ANTONIO
1403 MADERO DR
EDINBURG, TX 78542-7111

PID: 346969 JASMYL LLC
1508 WAYNE DR
EDINBURG, TX 78542-5560

PID: 346991 MORALES JOSE G & MARIA G
1205 LETICIA ST
EDINBURG, TX 78542-9659

PID: 650257 OLIVAREZ RAUL R & HILDA N
1409 MADERO DR
EDINBURG, TX 78542-7111

PID: 346970 SANCHEZ LOPEZ DAMIR ENRIQUE
5403 N WINONA DR NO L12
PHARR, TX 78577-9680

PID: 650246 URBINA SANTOS JR & PRISCILLA
420 N 10TH ST STE 3
MCALLEN, TX 78501-4582

PID: 652002

ORDINANCE NO. _____

AN ORDINANCE AMENDING, SUPPLEMENTING, AND CHANGING THE BOUNDARIES OF COMMERCIAL, NEIGHBORHOOD (CN) DISTRICT TO COMMERCIAL, GENERAL (CG) DISTRICT, LOT 1, TRENTON TERRACE SUBDIVISION, LOCATED AT 4401 SOUTH VETERANS BOULEVARD, EDINBURG, HIDALGO COUNTY, TEXAS, FROM ONE DISTRICT TO ANOTHER; PROVIDING A REPEALER CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE; PROVIDING FOR CODIFICATION; PROVIDING A WAIVER OF THE THREE (3) SEPARATE READINGS; AND ORDAINING OTHER PROVISIONS RELATED TO THE SUBJECT MATTER HEREOF.

WHEREAS, the owner of the herein described real estate has submitted to the Planning and Zoning Commission of the City of Edinburg, Texas, a proposed amendment, and the proposed supplement and change to the boundaries of the Commercial, Neighborhood (CN) District to Commercial, General (CG) District, as set out in the Unified Development Code of the City of Edinburg, Texas, heretofore finally passed, approved, and adopted by said City Council on the 9th day of August, 2022. Such proposed amendment is to change the zoning of Lot 1, Trenton Terrace Subdivision, Located at 4401 South Veterans Boulevard, Edinburg, Hidalgo County, Texas, from Commercial, Neighborhood (CN) District to Commercial, General (CG) District, for a recommendation and report by said Planning and Zoning Commission; and

WHEREAS, the said Planning and Zoning Commission of the City of Edinburg, Texas, gave due notice as provided by said Unified Development Code of a public hearing to be held before said Planning and Zoning Commission, on December 12, 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 January 7, 2025 at 6:00 P.M., in the Edinburg

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

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

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

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

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

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

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

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

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

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

READ, CONSIDERED, PASSED AND APPROVED at a regular meeting of the City Council of the City of Edinburg, Texas at which a quorum was present and which was held in accordance with V.T.C.A., Government Code, Section 551.041, on the 7th day of January, 2025.

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

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE CITY OF EDINBURG COMPREHENSIVE PLAN BY DETERMINING THAT THE DEVELOPMENT FACTORS WITHIN THE CITY HAVE ADJUSTED SUCH THAT THE PROPOSED USE OF LOT 1, TRENTON TERRACE SUBDIVISION, LOCATED AT 4401 SOUTH VETERANS BOULEVARD, SHOULD BE FOR GENERAL COMMERCIAL USES; PROVIDING A REPEALER CLAUSE; PROVIDING A SAVINGS CLAUSE, PROVIDING FOR PUBLICATION AND EFFECTIVE DATE; PROVIDING A WAIVER OF THREE (3) SEPARATE READINGS; AND ORDAINING OTHER PROVISIONS RELATED TO THE SUBJECT MATTER THEREOF.

WHEREAS, the Comprehensive Plan designation of the property herein described needs to be amended to provide a transition from Neighborhood Commercial Uses to General Commercial Uses; and,

WHEREAS, it appears that the development will proceed, if allowed; and,

WHEREAS, such development is not detrimental to the Neighborhood Commercial Uses in the surrounding area; and

WHEREAS, in order to avoid exceptions to the Comprehensive Plan, it is appropriate that the Plan be changed to reflect conditions as they actually exist in Edinburg.

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

SECTION I. AUTHORITY OF LAW: All Requirements To The Law Have Been Met In The Passing Of This Ordinance.

SECTION II. The Comprehensive Plan for the development of Edinburg adopted by Ordinance No. 2024-5022 on October 15, 2024 is hereby amended to provide that the property in question, would best be used and developed, because of changing conditions for General Commercial Uses. The conditions that exist are:

- (1) Population growth requiring more General Commercial Uses;
- (2) Expansion and development of General Commercial Uses.

This area, because of Edinburg's growth, should be included in those portions of the city providing support to and being compatible with other similar uses, all of which are in close proximity to one another.

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

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

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

SECTION VI. CODIFICATION: That this ordinance shall 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 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 7th day of January, 2025.

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: January 7, 2025

PUBLIC HEARINGS

Agenda Item No: 7.C.

Rezoning Request - Charles Brown on behalf of BIC Development Corporation

1. **Agenda Item:**

Hold Public Hearing and Consider the Ordinance Providing For the Rezoning Request from Manufactured Home (MH) District to Commercial, General (CG) District, All of Lot 1, M & O Trailer Park, Located at 6418 N-I69C Road, as Requested by Charles Brown on Behalf of BIC Development Corporation. [Jaime Acevedo, Director of Planning & Zoning]

2. **Description:**

This property is located on the east side of North Frontage Road, approximately 958.48 feet north of East Ramseyer Road. The property has a frontage of approximately 50 feet and a lot area of 3.90 Acres. This lot is part of the M & O Trailer Park Subdivision that was recorded on July 22, 1992. The requested zoning designation is the Commercial, General (CG) District, which is the primary commercial district, meant to accommodate a wide range of commercial uses, including highway service uses, including highway service uses and community or regional commercial office, and service uses. The applicant indicated the reason for the zone change request is to utilize the property for commercial purposes.

The property is currently zoned Manufactured Home (MH) District, which is intended for properly maintained manufactured homes and manufactured home parks. Adjacent zoning is Industrial, General (IG) District to the north, a drainage ditch to the east, Commercial, General (CG) District and Manufactured Home (MH) District to the south, and Residential, Suburban (RS) District and Commercial, General (CG) District to the west. Surrounding land uses consists of single-family residential uses, commercial uses, and industrial uses. The Future Land Use designation for this property is for General Commercial Uses.

Staff mailed a notice of the public hearing to 60 neighboring property owners on Tuesday, November 26, 2024, and received no comments in favor or against this request at the time this report was prepared. Notice of this public hearing was published in the newspaper on December 18, 2024.

On December 6, 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.

On December 12, 2024, the Planning & Zoning Commission recommended with a unanimous vote of 6-0 to approve the Rezoning Request.

3. **Staff's Recommendation:**

Staff recommends approval of the Rezoning Request from Manufactured Home (MH) District to Commercial, General (CG) District based on adjacent zoning districts and Future Land Use. If approved, the applicant will need to comply with all requirements during the permitting process including compliance with subdivision regulations, building/fire codes, fire protection, parking, landscape buffer-yards, solid waste services, utility, and other City requirements, as applicable.

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 – 12/12/24
CITY COUNCIL – 01/07/25
DATE PREPARED – 12/04/24

STAFF REPORT
GENERAL INFORMATION

APPLICATION: Rezoning Request from Manufactured Home (MH) District to Commercial, General (CG) District

APPLICANT: BIC Development Corporation

AGENT: Charles Brown

LEGAL: All of Lot 1, M & O Trailer Park

LOCATION: 6418 N-I69C Road

LOT/TRACT SIZE: 3.90 Acres

CURRENT USE: Vacant land

PROPOSED USE: Manufactured Home

EXISTING ZONING: Manufactured Home (MH) District

ADJACENT ZONING: North – Industrial, General (IG) District
South – Manufactured Home (MH) District
East – drainage ditch
West – Commercial, General (CG) District

LAND USE PLAN: General Commercial Uses

PUBLIC SERVICES: City of Edinburg Water and Sewer

RECOMMENDATION: Staff recommends approval of the Rezoning Request from Manufactured Home (MH) District to Commercial, General (CG) District

REZONING REQUEST

CHARLES BROWN

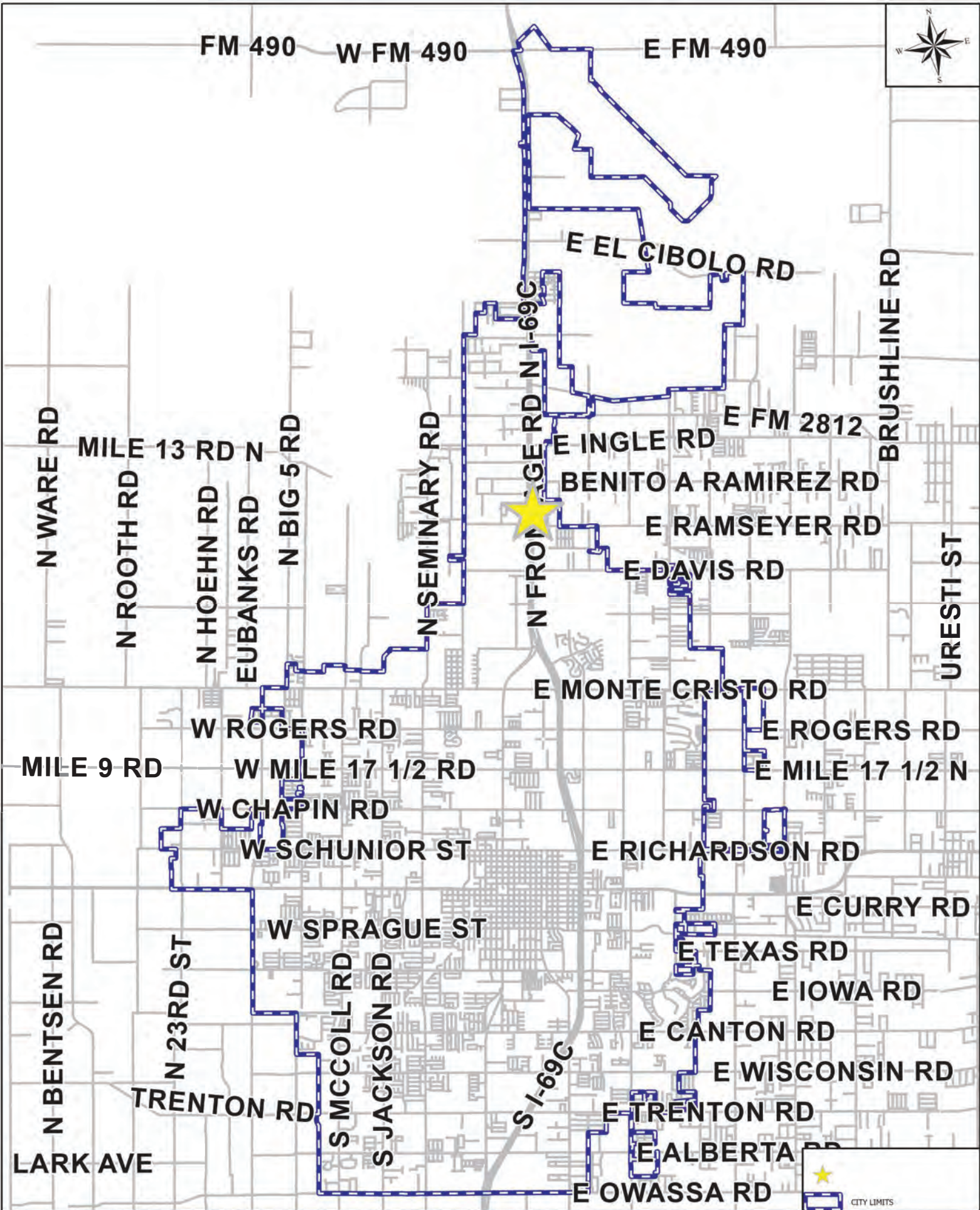
EVALUATION

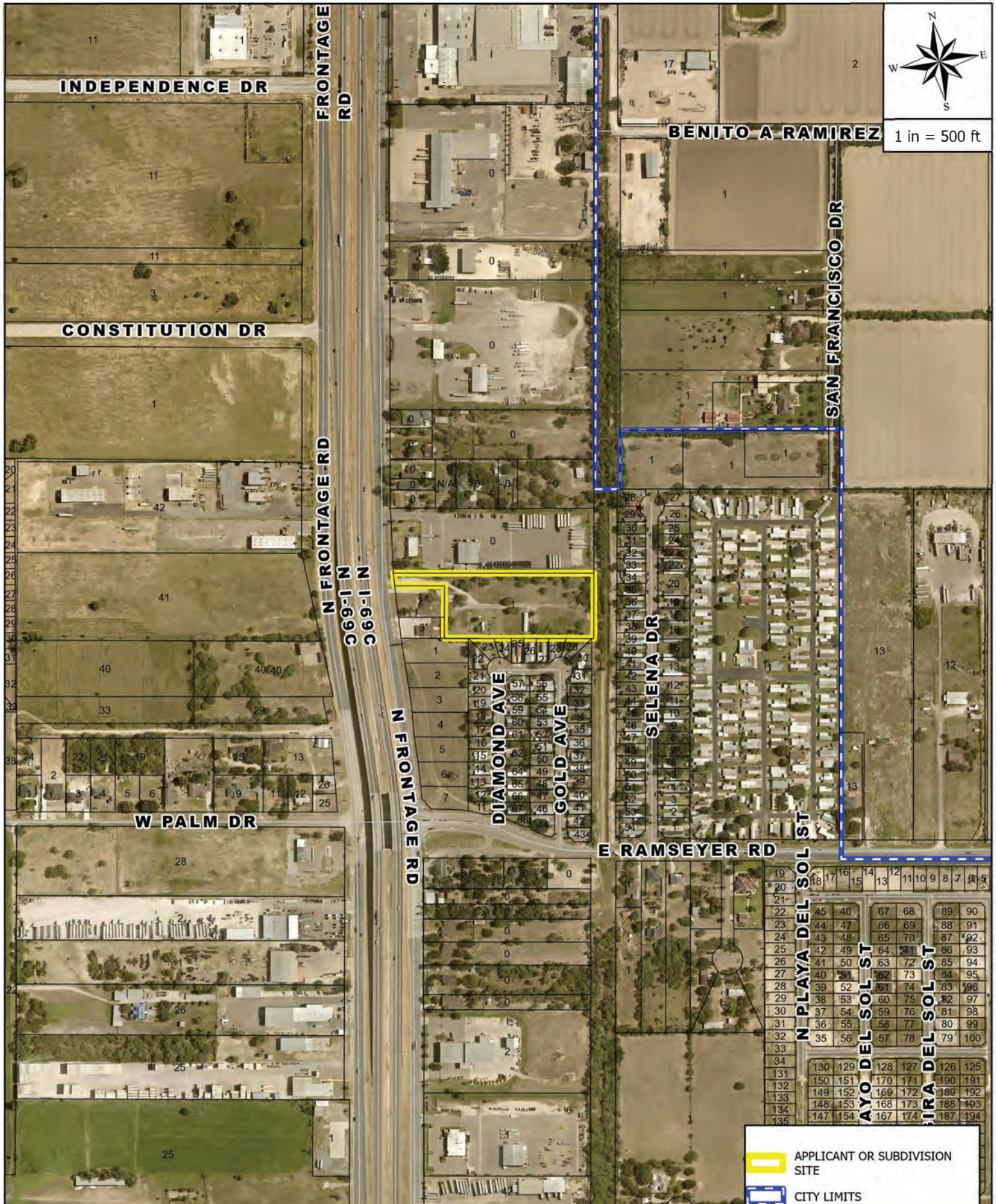
The following is the staff's evaluation of the request:

1. Adjacent zoning is Industrial, General (IG) District to the north, a drainage ditch to the east, Commercial, General (CG) District and Manufactured Home (MH) District to the south, and Residential, Suburban (RS) District and Commercial, General (CG) District to the west.
2. Staff mailed a notice of the public hearing to 53 neighboring property owners on Tuesday, November 26, 2024, and received no comments in favor or against this request at the time this report was prepared.
3. The proposed zoning is consistent with the Future Land Use Plan.

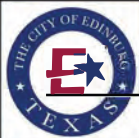
Staff recommends approval of the Rezoning Request from Manufactured Home (MH) District to Commercial, General (CG) District based on adjacent zoning districts and Future land use. If approved, the applicant will need to comply with all requirements during the permitting process including compliance with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

Staff mailed a notice of the public hearing to 60 neighboring property owners on Tuesday, November 26, 2024, and received no comments in favor or against this request at the time this report was prepared. Notice of this public hearing was published in the newspaper on December 18, 2024.





1 in = 500 ft



AERIAL MAP

APPLICANT AND/OR SUBDIVISION:

RZNE-2024-0245 6418 N 169C - CHARLES BROWN

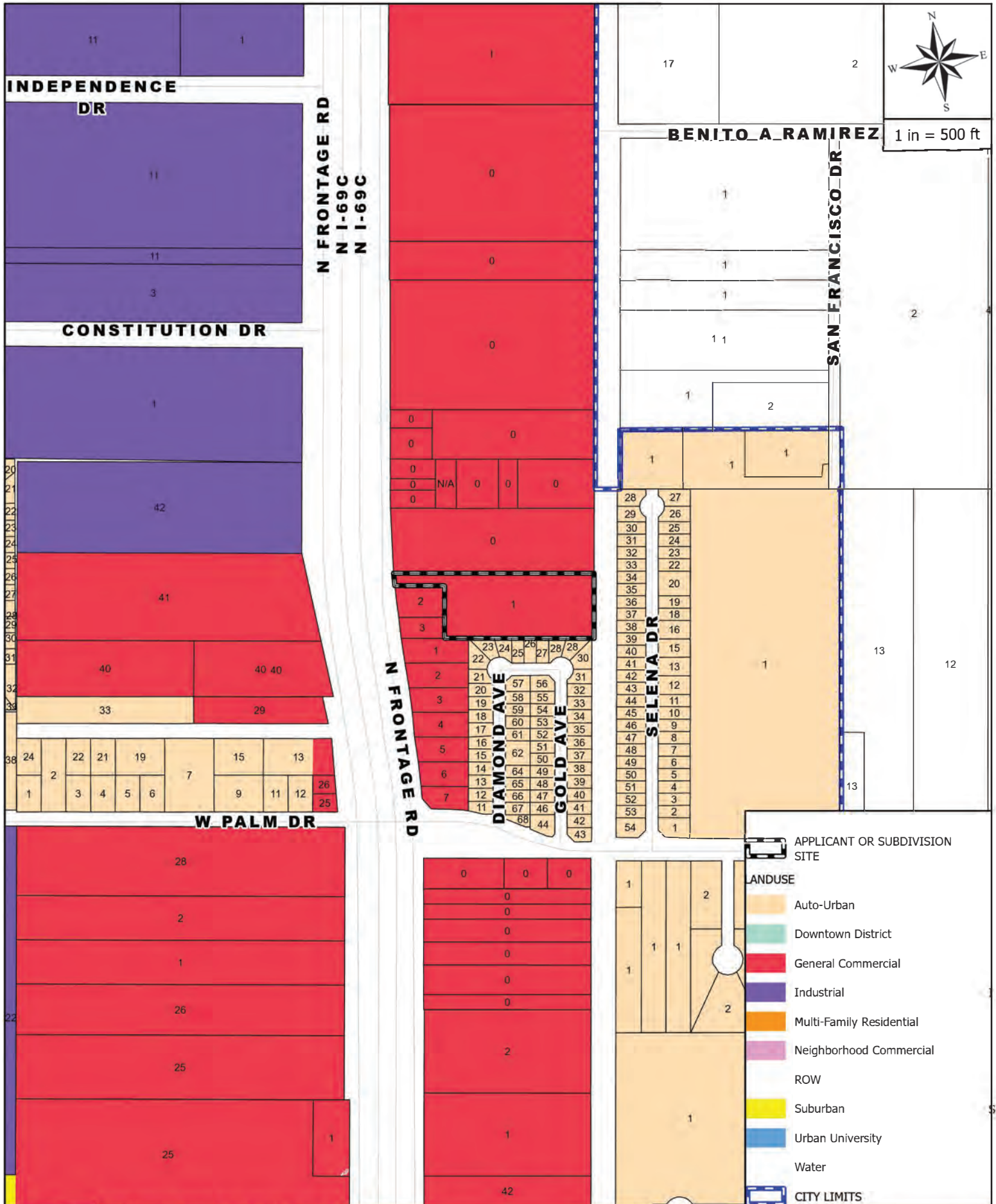
-  APPLICANT OR SUBDIVISION SITE
-  CITY LIMITS



ZONING MAP

APPLICANT AND/OR SUBDIVISION:

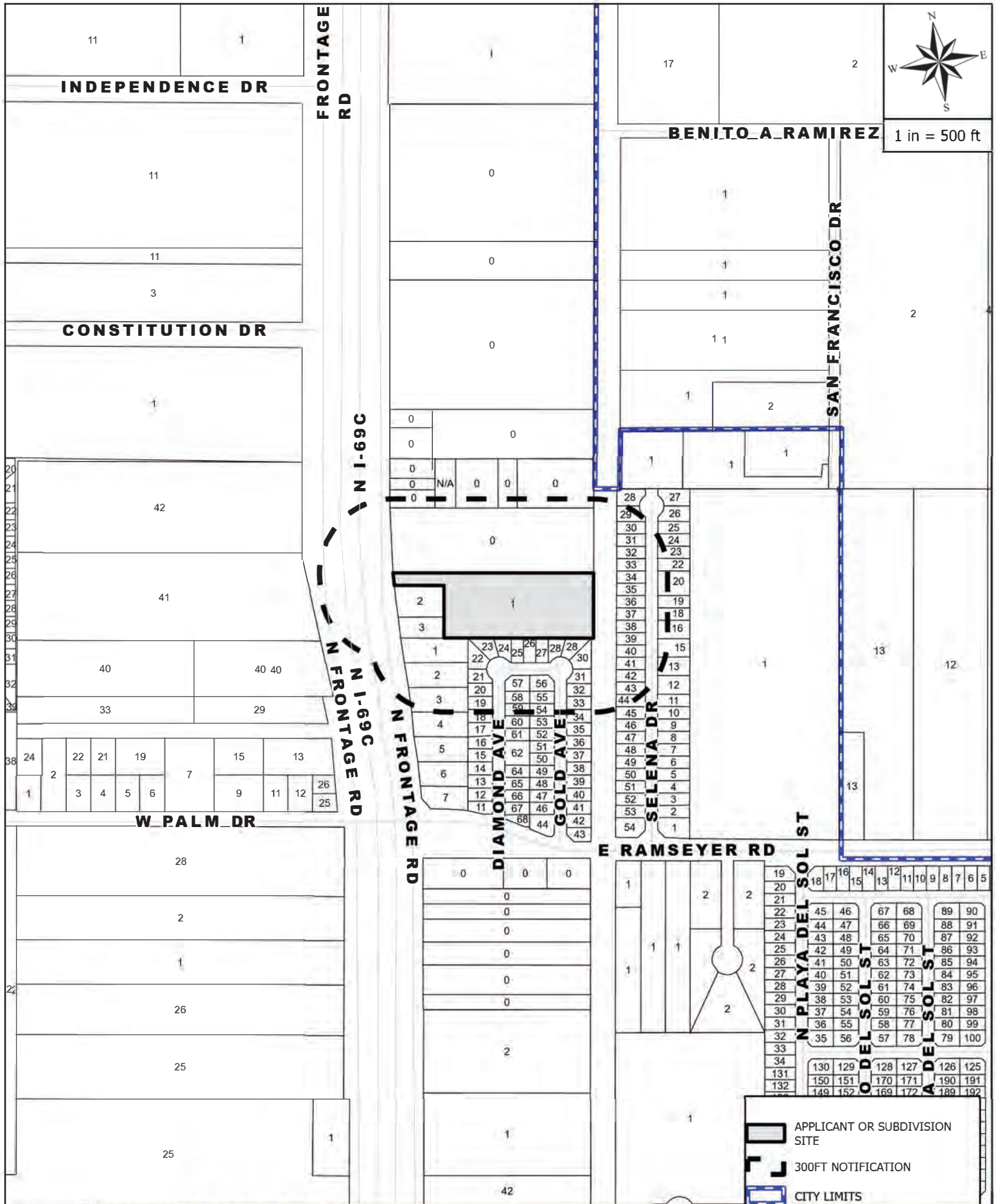
RZNE-2024-0245 6418 N I69C - CHARLES BROWN



FUTURE LAND USE MAP

APPLICANT AND/OR SUBDIVISION:

RZNE-2024-0245 6418 N I69C - CHARLES BROWN



MAILOUT AND SITE MAP

APPLICANT AND/OR SUBDIVISION:

RZNE-2024-0245 6418 N I69C - CHARLES BROWN



Rezoning Request Site Photo

Charles Brown
6418 N-I69 C Road



"I, THE UNDERSIGNED, OWNER(S) OF THE LAND SHOWN ON THIS PLAT, AND DESIGNATED HEREIN AS M8.O TRAILER PARK TO THE CITY OF EDINBURG, TEXAS, AND WHOSE NAME IS SUBSCRIBED HERETO, HEREBY DEDICATED TO THE USE OF THE PUBLIC ALL PUBLIC PLACES THEREON SHOWN FOR THE PURPOSE OF CONSIDERATION HEREIN EXPRESSED. STREET IS PRIVATE & REMAINS UNDER OWNERSHIP OF LOT 1.

OWNER: RAUL P. FLORES
OWNER: RAUL P. FLORES

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED Raul P. Flores, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS 14 DAY OF June, 1992.

Julio Pacheco
NOTARY PUBLIC, COUNTY OF HIDALGO

"I, THE UNDERSIGNED, MAYOR OF THE CITY OF EDINBURG, HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THE CITY WHEREIN MY APPROVAL IS REQUIRED.

DR. P. J. ARV
MAYOR, CITY OF EDINBURG

This Plat is hereby approved by Santa Cruz County, Texas, subject to the condition that if investigation District No. 15 is desired to the individual lots in said subdivision, the investigation shall be made for appropriate easements for the installation of necessary investigation facilities to such lots from the closest water district delivery point and it shall be the responsibility of property to install such necessary facilities. There will be no buildings or structures to be built on top of district investigation lines. There is a difference of (15) feet between the two sides of investigation line of easement.

Raul P. Flores
PRESIDENT

"I, THE UNDERSIGNED, CHAIRMAN OF THE PLANNING AND ZONING COMMISSION OF THE CITY OF EDINBURG, HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THIS CITY WHEREIN MY APPROVAL IS REQUIRED.

John D. Davis
CHAIRMAN, PLANNING COMMISSION

"I, THE UNDERSIGNED, RAUL P. FLORES, A REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT, AND THAT ALL ASPECTS OF IT ARE IN ACCORDANCE WITH THE CITY OF EDINBURG SUBDIVISION ORDINANCES.

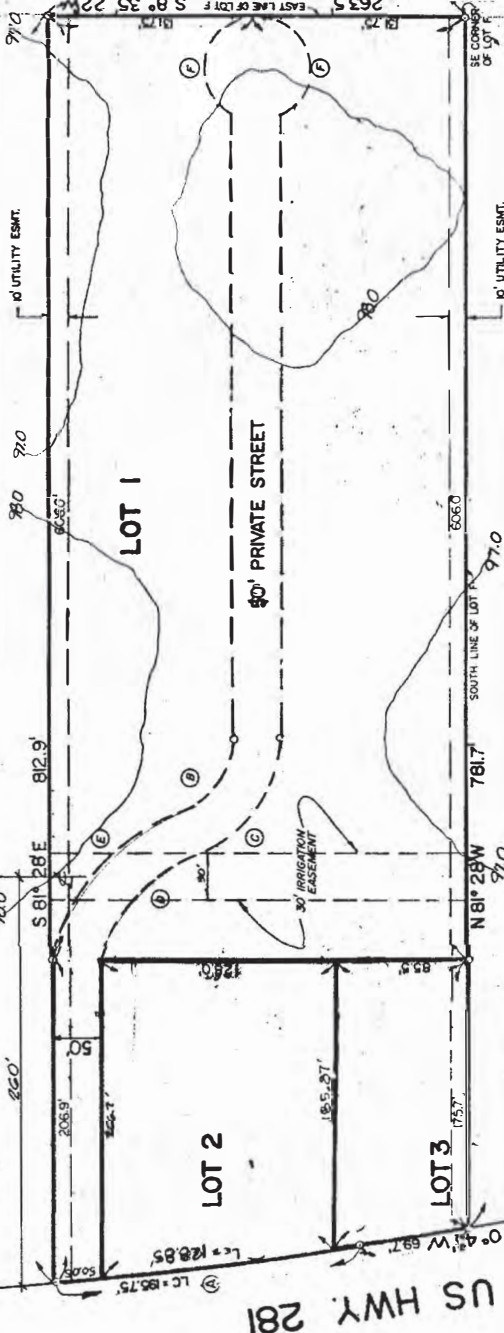
Raul P. Flores
RAUL P. FLORES
REGISTERED PROFESSIONAL ENGINEER
P.E. # 28278

"I, HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE ON THE GROUND UNDER MY SUPERVISION.

William J. Macnamer
REGISTERED PUBLIC SURVEYOR
R.P.S. # 4953

DATE OF PREPARATION: OCT. 15, 1991

FLORES & ASSOCIATES



0 - DENOTES FOUND 1/2" IRON ROD
FLOOD CERTIFICATION ZONE:
FLOOD ZONE C, AREAS OF
MINIMAL FLOODING.
(NO SHADING)

SETBACKS:
FRONT - 85.0'
REAR - 30.0'
SIDES - 10.0'

NOTES: - STREET WILL BE MAINTAINED BY PARK OWNER
- ONLY ONE RESIDENCE DWELLING ON LOTS 2 & 3
- NO WATER WELLS WITHIN 150' OF THIS SUBDIVISION
- OWNER WILL PROVIDE CULVERTS ON ALL DRIVEWAYS FRONTING U.S. HWY 281

MINIMUM FLOOR ELEVATION SHALL BE 18" ABOVE CENTER OF LOT OR CENTER OF STREET

DN - FFELBY W.G. LOT 3
= 91.97'
273.556

APPROVED FOR RECORDING
BY
COMMISSIONERS' COURT
This is a copy of the original
WILLIAM "BILLY" LEO, County Clerk
Hidalgo County, Texas
Recorded in Book 27, Page 172A

APPROVED FOR RECORDING
HIDALGO CO. PLANNING DEPT.
BY
DATE: 7-21-92

Recorded in Book 27, Page 172A
County, Texas
Edition and Hunt, Inc.
County Surveyor

CURVE	ANGLE	ARC	RADIUS	TANGENT
A	4° 03' 22.3"	193.75'	2765.0'	97.91'
B	68° 00'	52.0'	61.71'	35.07'
C	68° 00'	102.0'	121.08'	69.80'
D	50° 00'	11.75'	9.63'	49.56'
E	50° 00'	155.0'	150.14'	81.35'
F	147° 30'	45.0'	115.84'	154.39'

M8.O TRAILER PARK

BEING A SUBDIVISION 4.64 ACRE TRACT OUT OF LOT F, SANTA CRUZ GARDENS SUBDIVISION UNIT NO. 1, HIDALGO COUNTY, TEXAS

METES AND BOUNDS

BEING A SUBDIVISION 4.64 ACRE TRACT OUT OF LOT F, SANTA CRUZ GARDENS SUBDIVISION UNIT NO. 1, HIDALGO COUNTY, TEXAS, AND BEING MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT F, READ CORNER ALSO BEING THE SOUTHEAST CORNER OF THIS TRACT;

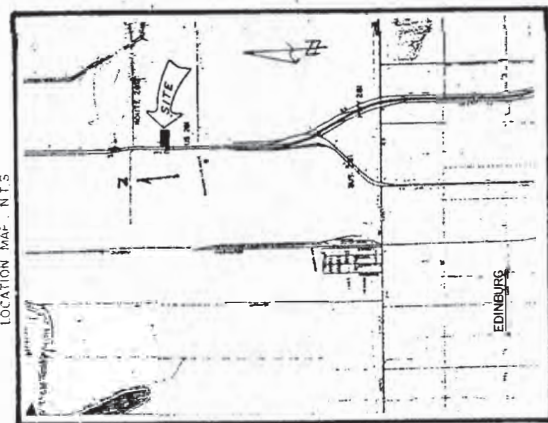
THENCE N 81° 28' WEST A DISTANCE OF 781.7 FEET TO A POINT ON THE EAST R.O.W. LINE OF US 281;

THENCE N 0° 43' WEST ALONG SAID EAST R.O.W. LINE A DISTANCE OF 69.7 FEET TO THE P.C. OF A CURVE TO THE RIGHT;

THENCE 195.75 ALONG SAID CURVE HAVING A RADIUS OF 2765 FEET AND TANGENT OF 97.91 FEET TO A POINT FOR THE NORTHWEST CORNER OF THIS TRACT;

THENCE S 81° 28' EAST A DISTANCE OF 812.9 FEET TO A POINT FOR THE NORTHEAST CORNER OF THIS TRACT;

THENCE S 83° 35' 22" WEST A DISTANCE OF 263.5 FEET TO THE POINT OF BEGINNING, AND CONTAINING 4.64 AREA OF LAND MORE OR LESS.



Planning & Zoning

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



THE CITY OF
Edinburg

Zone Change Application

ENERGOV CASE #

Date: 11/4/2024

1. Property Owner (required): BIC Development Corporation 2. Phone: (956) 383-6295

3. Mailing Address: 3910 W Freddy Gonzalez Drive

4. City: Edinburg State: Texas Zip: 78539

5. Owner's Email: Richardagarza@gmail.com 6. Cell No. (956) 638-6295

7. Agent (not owner): Charles Brown 8. Agent's Phone: (956) 494-6295

9. Agent's Mailing Address: 3910 W Freddy Gonzalez Drive

10. City: Edinburg State: Texas Zip: 78539

11. Agent's Email: cbrown@bicinvestments.com

12. Address/Location being Rezoned: 6418 N ^{Flora C} Expressway 281, Edinburg, TX 78542

13. Legal Description of Property: M & O TRAILER PARK LOT 1 14. Property ID(s): 511231

15. Zone Change: From: MH - Manufactured Home To: CG - Commercial, General

16. Existing Land Use: Currently used as a mobile home park.

17. Reason for Zone Change: To utilize the property for commercial purposes.

Richard A. Garza

(Please Print Name)

Signature

OFFICE USE ONLY

REVIEWED BY _____ DATE RECEIVED _____

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

PID: 559410 AGUIRRE RAUL

6402 GOLD AVE

EDINBURG, TX 78542-1738

PID: 576563 BARAJAS ARNULFO III

6502 SELENA DR

EDINBURG, TX 78542-7527

PID: 559400 BOTELLO JUANA MARIA

6401 DIAMOND AVE

EDINBURG, TX 78542-8553

PID: 576582 CANTU MARTHA H TIJERINA

6417 SELENA DR

EDINBURG, TX 78542-7529

PID: 559411 CANTU YOLANDA

6322 GOLD AVE

EDINBURG, TX 78542

PID: 576557 CARRILLO M DEL ROSARIO GUTIERREZ

6404 SELENA DR

EDINBURG, TX 78542-4076

PID: 559397 CHAVEZ SYLVIA MAGALIE

6315 DIAMOND AVE

EDINBURG, TX 78542-4052

PID: 576581 DURAN KIMBERLY GUTIERREZ &

ANGEL PABLO DURAN OZUL

6421 SELENA DR

EDINBURG, TX 78542-7529

PID: 576575 ESPINO BLANCA ESTHELA R

6519 SELENA DR

EDINBURG, TX 78542-7548

PID: 576560 FLORES ELISEO III ET AL

6416 SELENA DR

EDINBURG, TX 78542-4076

PID: 277794 ASH PROPERTIES LLC ATTN ALAN L
HEYL

120 OKIE DOOKIE LN

YANKTON, SD 57078-6782

PID: 511231 BIC DEVELOPMENT CORP

3910 W FREDDY GONZALEZ DR

EDINBURG, TX 78539-9308

PID: 559437 CABRERA JOSE V & MARIANA H

6322 DIAMOND AVE

EDINBURG, TX 78542-4052

PID: 576579 CANTU SANTOS

6507 SELENA DR

EDINBURG, TX 78542-7548

PID: 576567 CARRILLO FRANCISCO M & VICTORIA
CARRILLO

6518 SELENA DR

EDINBURG, TX 78542-7527

PID: 559398 CHAVERO CHRISTIAN YSMAEL

6319 DIAMOND AVE

EDINBURG, TX 78542

PID: 559433 DELGADO JUAN R & LUZ

6319 GOLD AVE

EDINBURG, TX 78542-4049

PID: 277782 EL SILENCIO FARMS LP

210 N 28TH ST

EDINBURG, TX 78542-0604

PID: 576576 ESPINO BLANCA ESTHELA R

6519 SELENA DR

EDINBURG, TX 78542-7548

PID: 576566 GARCIA ALBARO GARCIA & YOLANDA
LEAL PEREZ

6514 SELENA DR

EDINBURG, TX 78542-7527

OWNER NOTIFICATION LIST REPORT

PID: 559436 GARCIA JOSE & MARIA ELENA
6324 DIAMOND AVE
EDINBURG, TX 78542

PID: 576587 GARCIA TERESA R
5203 FREEDOM DR
EDINBURG, TX 78542-6173

PID: 576578 GARZA CATARINA VILLEGAS
6511 SELENA DR
EDINBURG, TX 78542-7528

PID: 277788 GARZA JESUS & MARTA I
210 N 28TH ST
EDINBURG, TX 78542-0604

PID: 559381 GARZA RICHARD A
3910 W FREDDY GONZALEZ DR
EDINBURG, TX 78539-9308

PID: 559435 GONZALEZ THOMAS
4712 N 34TH ST
MCALLEN, TX 78504-5265

PID: 559407 GONZALEZ TOMAS
4712 N 34TH ST
MCALLEN, TX 78504-5265

PID: 576568 HUERTA ANGELICA
6522 SELENA DR
EDINBURG, TX 78542-7527

PID: 576574 LOPEZ MARIA IVONE
6607 SELENA DR
EDINBURG, TX 78542

PID: 559401 MEDINA MARIA I & HILARIO
6405 DIAMOND AVE
EDINBURG, TX 78542

PID: 576580 GARCIA REYNA ZAPATA
6503 SELENA DR
EDINBURG, TX 78542-7548

PID: 576573 GARZA CATARINA VILLEGAS
6511 SELENA DR
EDINBURG, TX 78542-7528

PID: 277789 GARZA EDDIE & PATRICIA L
3216 UVALDE AVE
MCALLEN, TX 78503-8356

PID: 277785 GARZA MARIA HELENA
6514 N EXPRESSWAY 281
EDINBURG, TX 78542-0335

PID: 559382 GARZA RICHARD A
3910 W FREDDY GONZALEZ DR
EDINBURG, TX 78539-9308

PID: 559407 GONZALEZ TOMAS
4712 N 34TH ST
MCALLEN, TX 78504-5265

PID: 559399 GUTIERREZ FELIX & LAFIRA
6323 DIAMOND AVE
EDINBURG, TX 78542-4052

PID: 559405 LOPEZ ELIA P ET AL
301 BRONZE AVE
EDINBURG, TX 78542-4050

PID: 559402 MEDINA MARIA I & HILARIO
6405 DIAMOND AVE
EDINBURG, TX 78542

PID: 576572 MULLEN JIM & NOHEMI
6623 SELENA DR
EDINBURG, TX 78542-7528

OWNER NOTIFICATION LIST REPORT

PID: 559434 NAVA DAVID J & MARIA G
2804 RIVER ROCK DR
EDINBURG, TX 78539-6266

PID: 559438 PEREZ GILBERTO ANGUIANO
21 WESTERN VIEW DR
MISSION, TX 78572-7949

PID: 559406 ROQUE EVANGELINA AKA
EVANGELINA ROQUE CABRERA
303 BRONZE AVE
EDINBURG, TX 78542-4050

PID: 576562 SALAS JUAN ALBERTO
3212 MELISSA ST
MERCEDES, TX 78570-9266

PID: 576577 SALINAS MIREYA & ALONDRA
6515 SELENA DR
EDINBURG, TX 78542-7548

PID: 576588 SANCHEZ CECILIA
244 DENNY DR
PHARR, TX 78577-9138

PID: 584829 SANDOVAL EVELYN
6405 SELENA DR
EDINBURG, TX 78542-7529

PID: 511233 SIGLER JAMES G & NOEMI
PO BOX 416
EDINBURG, TX 78540-0416

PID: 559404 SOSA MARIA E
PO BOX 4274
EDINBURG, TX 78540

PID: 576586 TOSCANO CLAUDIA N ESCOBEDO
16101 MONTE BELLO LN
EDINBURG, TX 78541-6245

PID: 576559 NAVA OLGA LYDIA
2414 TRINITY LN
EDINBURG, TX 78542-4499

PID: 576564 RODRIGUEZ AGUSTIN G & MARIA A
6506 SELENA DR
EDINBURG, TX 78542-7527

PID: 576583 ROSAS NANCY PUENTE
6413 SELENA DR
EDINBURG, TX 78542-7529

PID: 559409 SALINAS AARON O
6406 GOLD AVE
EDINBURG, TX 78542-8564

PID: 576584 SALINAS NAYELI LAVANZAT
6404 SELENA DR
EDINBURG, TX 78542-4076

PID: 559380 SANDEL ENTERPRISES INC
3428 VALLE CIR
EDINBURG, TX 78539-2656

PID: 576589 SANTOS MAYTE IVONNE ZERTUCHE
6315 SELENA DR
EDINBURG, TX 78542-7530

PID: 511232 SIGLER NOEMI P & JAMES GORDON
PO BOX 416
EDINBURG, TX 78540-0416

PID: 559412 STEINKE RAFAELA
6320 GOLD AVE
EDINBURG, TX 78542-4049

PID: 559403 VALLES JOSEFINA
4504 ESPERANZA ST
MCALLEN, TX 78501-6524

PID: 277781

NO INFORMATION ON FILE.

ORDINANCE NO. _____

AN ORDINANCE AMENDING, SUPPLEMENTING, AND CHANGING THE BOUNDARIES OF MANUFACTURED HOME (MH) DISTRICT TO COMMERCIAL, GENERAL (CG) DISTRICT, ALL OF LOT 1, M & O TRAILER PARK, LOCATED AT 6418 N-I69C ROAD, EDINBURG, HIDALGO COUNTY, TEXAS, FROM ONE DISTRICT TO ANOTHER; PROVIDING A REPEALER CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE; PROVIDING FOR CODIFICATION; PROVIDING A WAIVER OF THE THREE (3) SEPARATE READINGS; AND ORDAINING OTHER PROVISIONS RELATED TO THE SUBJECT MATTER HEREOF.

WHEREAS, the owner of the herein described real estate has submitted to the Planning and Zoning Commission of the City of Edinburg, Texas, a proposed amendment, and the proposed supplement and change to the boundaries of the Manufactured Home (MH) District to Commercial, General (CG) District, as set out in the Unified Development Code of the City of Edinburg, Texas, heretofore finally passed, approved, and adopted by said City Council on the 9th day of August, 2022. Such proposed amendment is to change the zoning of All of Lot 1, M & O Trailer Park, Located at 6418 N-I69C Road, Edinburg, Hidalgo County, Texas, from Manufactured Home (MH) District to Commercial, General (CG) District, for a recommendation and report by said Planning and Zoning Commission; and

WHEREAS, the said Planning and Zoning Commission of the City of Edinburg, Texas, gave due notice as provided by said Unified Development Code of a public hearing to be held before said Planning and Zoning Commission, on December 12, 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 January 7, 2025 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 Manufactured Home (MH) District to Commercial, General (CG) District and the boundaries of said Districts are hereby amended, supplemented and changed so as to delete the said area from the said Manufactured Home (MH) District and added to Commercial, General (CG) District.

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

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

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

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

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

READ, CONSIDERED, PASSED AND APPROVED at a regular meeting of the City Council of the City of Edinburg, Texas at which a quorum was present and which was held in accordance with V.T.C.A., Government Code, Section 551.041, on the 7th day of January, 2025.

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: January 7, 2025

PUBLIC HEARINGS

Agenda Item No: 7.D.

Rezoning Request - Melden & Hunt, Inc. on behalf of SARG Enterprises, LLC.

1. **Agenda Item:**

Hold Public Hearing and Consider the Ordinances Providing for the Comprehensive Plan Amendment from Auto-Urban Uses to Multi-Family Residential Uses and the Rezoning Request from Residential, Primary (RP) District to Residential, Multi-Family (RM) District, Lot 19, University North Subdivision Unit 1, Located at 811 West Schunior Street, as Requested by Melden & Hunt, Inc. on Behalf of SARG Enterprises, LLC. [Jaime Acevedo, Director of Planning & Zoning]

2. **Description:**

This property is located on the northwest intersection of North 5th Avenue and West Schunior Street. This lot is part of the University North Subdivision Unit 1 that was recorded on February 6, 1973. The property has a total frontage of 60 feet along West Schunior Street and a lot depth of 140 feet for a total lot area of 8,400 square feet. The requested zoning designation is the Residential, Multi-Family (RM) District, which is meant to accommodate various multi-family residential uses (2 or more dwelling units on a single lot). The lot is currently occupied with a residential home and the applicant indicated the reason for the zone change request is to build apartments at this location.

The property is currently zoned Residential, Primary (RP) District, which is the primary residential district, intended to permit a wide range of single-family residential uses. Adjacent zoning is Residential, Primary (RP) District in all directions. Surrounding land uses consists of single-family residential uses, vacant land, and institutional uses (The University of Texas Rio Grande Valley). The future land use designation is for Auto-Urban Uses.

Staff mailed a notice of the public hearing to 16 neighboring property owners on Tuesday, November 28, 2024, and received no comments in favor and one against this request at the time this report was prepared. Notice of this public hearing was published in the newspaper on December 18, 2024.

On December 6, 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.

On December 12, 2024, the Planning & Zoning Commission recommended with a unanimous vote of 6-0 to approve the Comprehensive Plan Amendment and the Rezoning Request.

3. **Staff's Recommendation:**

Staff recommends approval of the Comprehensive Plan Amendment from Auto-Urban Uses to Multi-Family Residential Uses and the Rezoning Request from Residential, Primary (RP) District to Residential, Multi-Family (RM) District based on adjacent zoning districts, adjacent land uses, and the future land use. If approved, the applicant will need to comply with all requirements during the permitting process including compliance with subdivision regulations, building/fire

codes, fire protection, parking, landscape buffer-yards, solid waste services, utility, and other City requirements, as applicable.

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 – 12/12/24
CITY COUNCIL – 01/07/25
DATE PREPARED – 12/04/24

STAFF REPORT
GENERAL INFORMATION

APPLICATION: Comprehensive Plan Amendment from Auto-Urban Uses to Multi-Family Residential Uses and the Rezoning Request from Residential, Primary (RP) District to Residential, Multifamily (RM) District

APPLICANT: SARG Enterprises, LLC.

AGENT: Melden & Hunt, Inc.

LEGAL: Lot 19, University North Subdivision Unit 1

LOCATION: 811 West Schunior Street

LOT/TRACT SIZE: 8,400 square feet

CURRENT USE: Single-Family residence

PROPOSED USE: Multi-Family development

EXISTING ZONING: Residential, Primary (RP) District

ADJACENT ZONING: North – Residential, Primary (RP) District
South – Residential, Primary (RP) District
East – Residential, Primary (RP) 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 Comprehensive Plan Amendment from Auto-Urban Uses to Multi-Family Residential Uses and the Rezoning Request from Residential, Primary (RP) District to Residential, Multi-Family (RM) District based on adjacent zoning districts, adjacent land uses, and the future land use.

**REZONING REQUEST
MELDEN & HUNT, INC.**

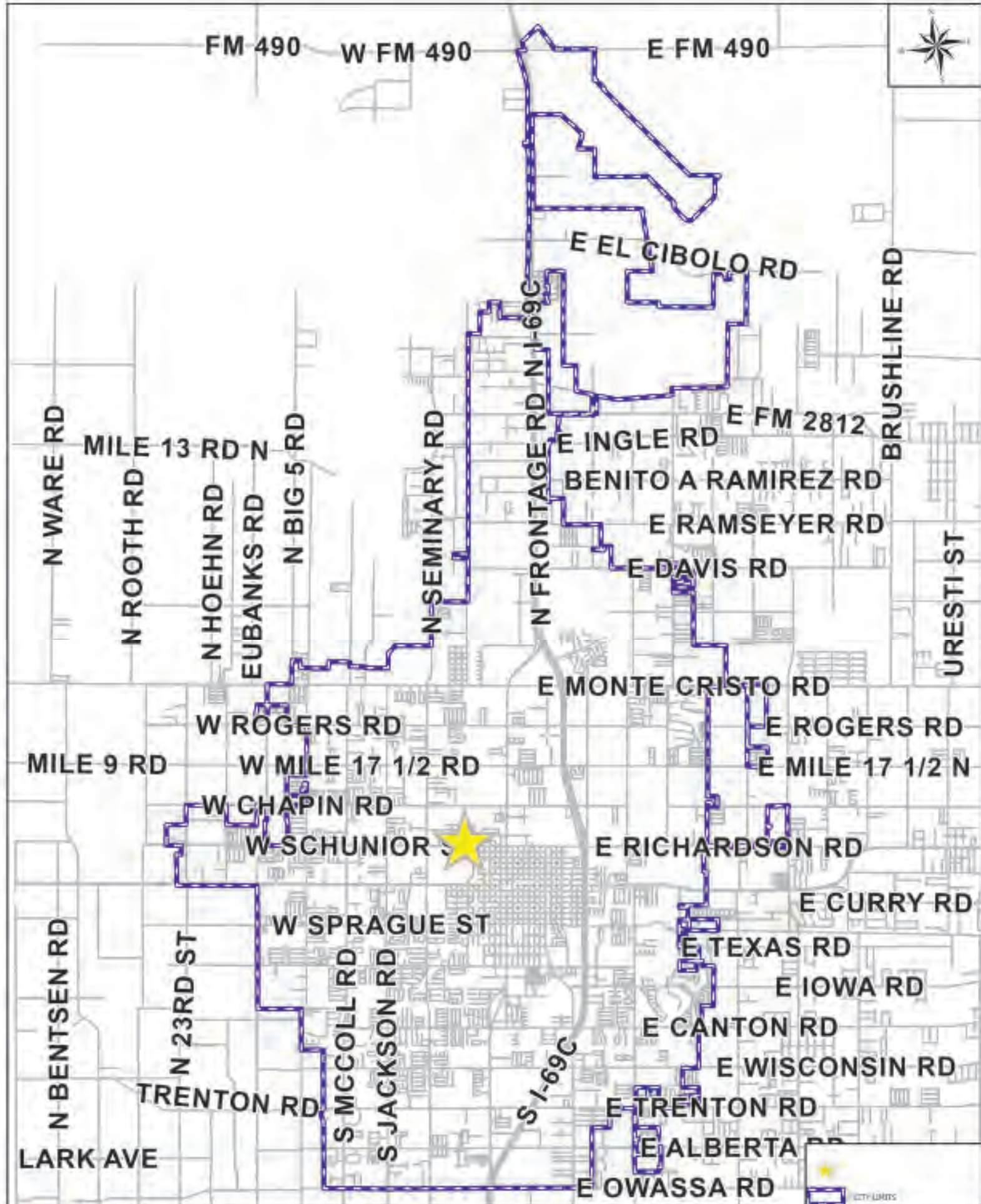
EVALUATION

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

1. Adjacent zoning is Residential, Primary (RP) District in all directions.
2. The lot does not meet the minimum lot width requirement of 80 feet for a multiplex development and may require a variance.
3. The proposed zoning is inconsistent with the Future Land Use Plan.

Staff recommends approval of the Comprehensive Plan Amendment from Auto-Urban Uses to Multi-Family Residential Uses and the Rezoning Request from Residential, Primary (RP) District to Residential, Multi-Family (RM) District based on adjacent zoning districts, adjacent land uses, and the future land use. If approved, the applicant will need to comply with all requirements during the permitting process including compliance with subdivision regulations, building/fire codes, fire protection, parking, landscape buffer-yards, solid waste services, utility, and other City requirements, as applicable.

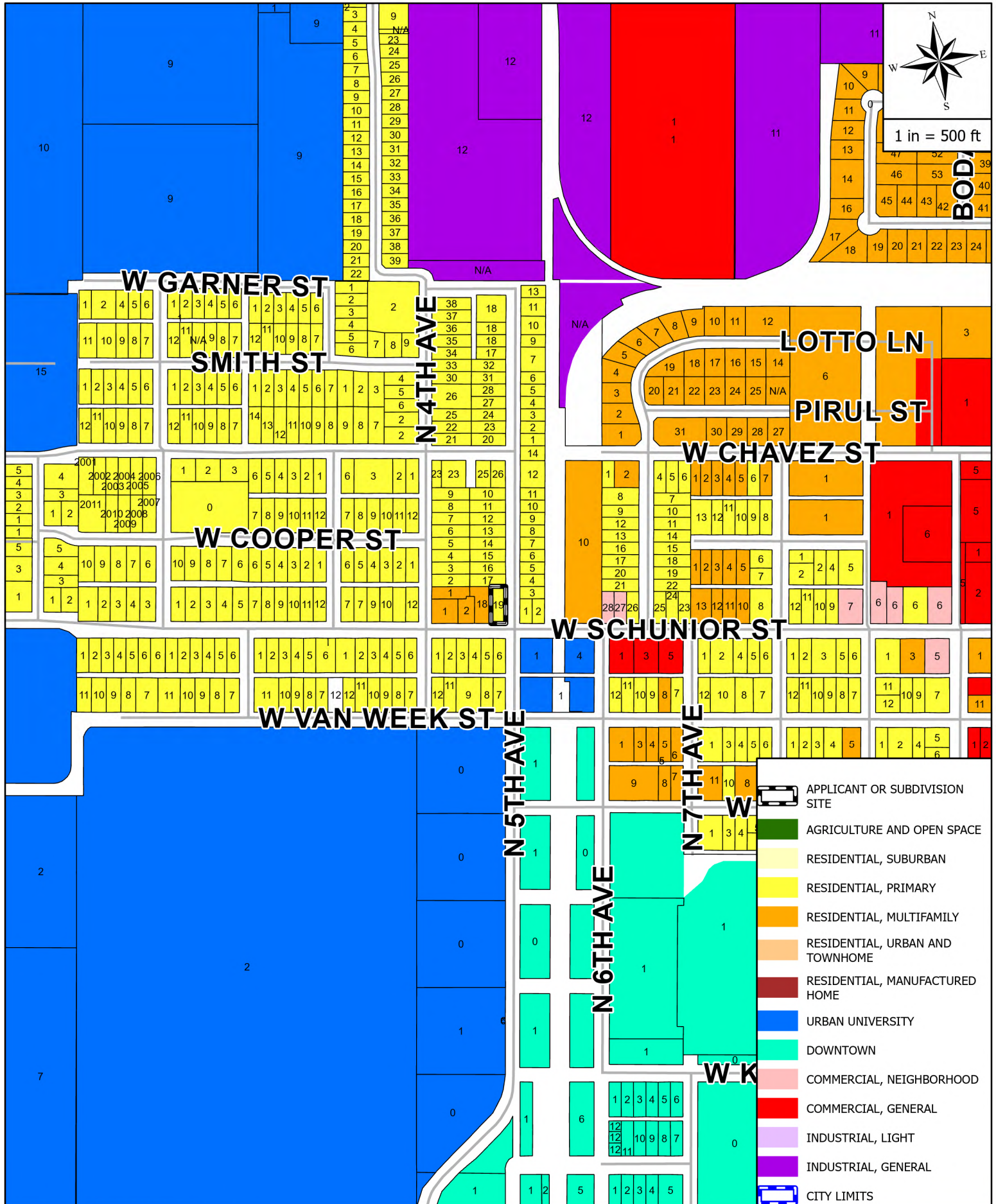
Staff mailed a notice of the public hearing to 16 neighboring property owners on Tuesday, November 28, 2024, and received no comments in favor and one against this request at the time this report was prepared. Notice of this public hearing was published in the newspaper on December 18, 2024.



EDINBURG NEW DEVELOPMENT MAP

APPLICANT AND/OR SUBDIVISION:

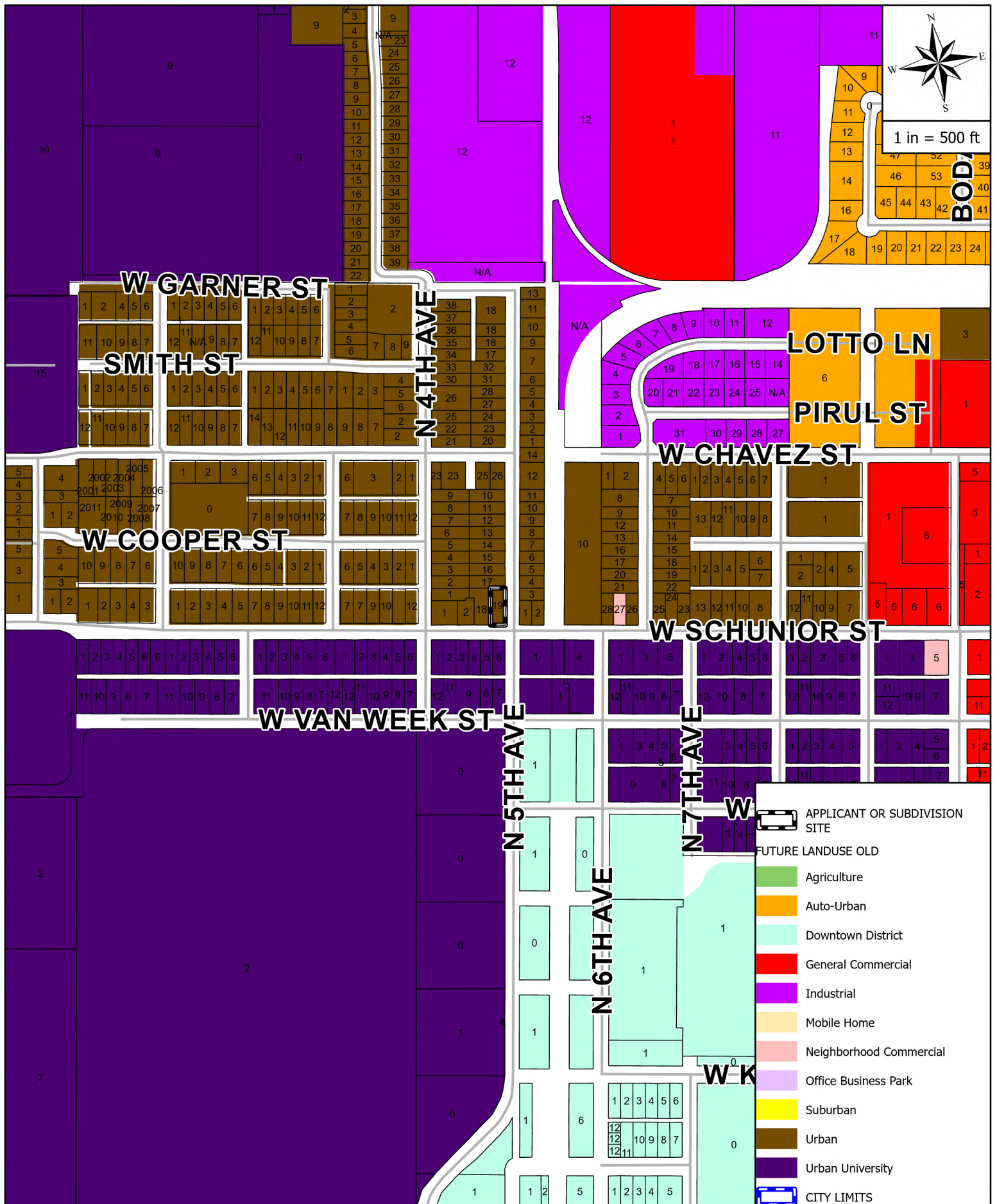
RZNE-2024-0248 811 W SCHUNIOR ST - MELDEN & HUNT, INC.



ZONING MAP

APPLICANT AND/OR SUBDIVISION:

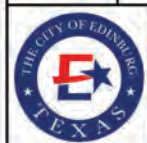
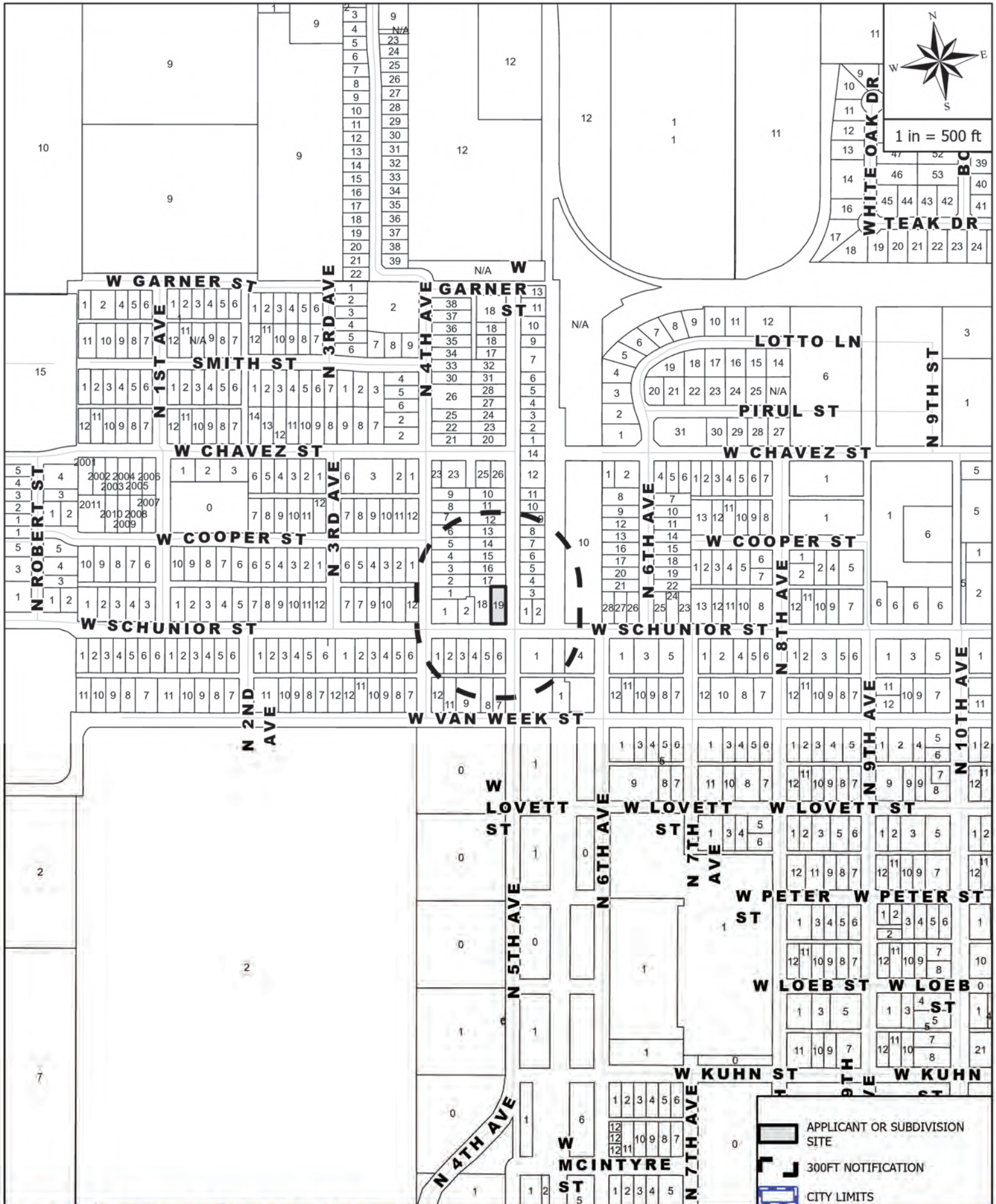
RZNE-2024-0248 811 W SCHUNIOR ST - MELDEN & HUNT, INC.



FUTURE LAND USE MAP

APPLICANT AND/OR SUBDIVISION:

RZNE-2024-0248 811 W SCHUNIOR ST - MELDEN & HUNT, INC.



MAILOUT AND SITE MAP

APPLICANT AND/OR SUBDIVISION:

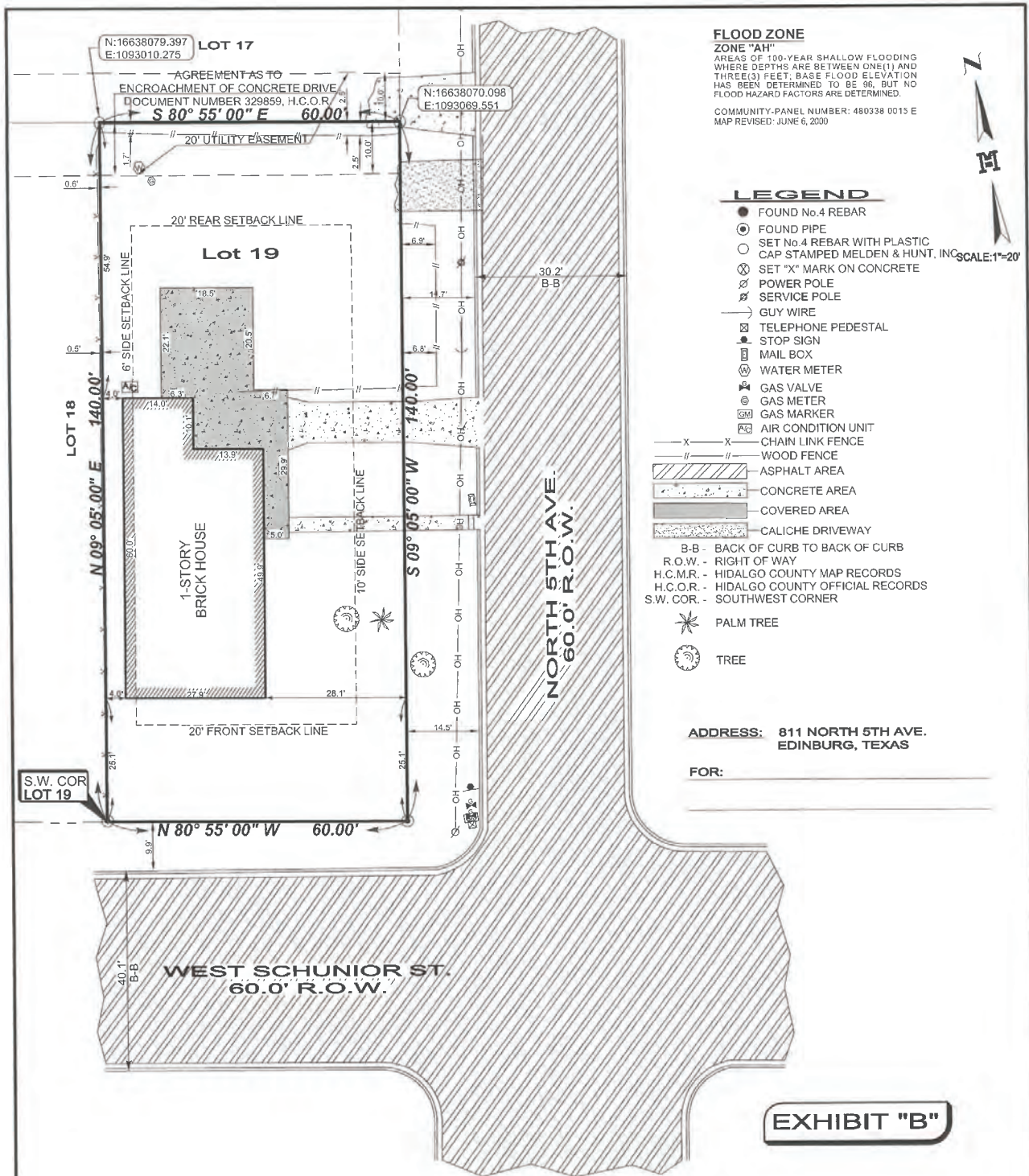
RZNE-2024-0248 811 W SCHUNIOR ST - MELDEN & HUNT, INC.



Rezoning Request Site Photo

Melden & Hunt, Inc.
811 West Schunior Road





Planning & Zoning

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



THE CITY OF
Edinburg

Zone Change Application

ENERGOV CASE #

Date: November 12, 2024

1. Property Owner (required): SARG ENTERPRISES, LLC. 2. Phone: 381-0981

3. Mailing Address: 616 N. Closner Blvd

4. City: Edinburg State: TX Zip: 78541

5. Owner's Email: gsfcar@gmail.com 6. Cell No. _____

7. Agent (not owner): Melden & Hunt, Inc. 8. Agent's Phone: 381-0981

9. Agent's Mailing Address: 115 W. McIntyre Street

10. City: Edinburg State: TX Zip: 78541

11. Agent's Email: mario@meldenandhunt.com

12. Address/Location being Rezoned: 811 W. Schunior Street

13. Legal Description of Property: _____ 14. Property ID(s): 310689

0.193 of One Acre being all of Lot 19 University North Subdivision Unit 1 Volume 18,
Page 41 H.C.M.R. City of Edinburg, Hidalgo County, Texas.

15. Zone Change: From: RP - Residential, Primary To: RM - Residential, Multifamily & Urban

16. Existing Land Use: Residential Home at Site

17. Reason for Zone Change: Want to built apartments at location

Mario A. Reyna _____
(Please Print Name) Signature

OFFICE USE ONLY

REVIEWED BY _____ DATE RECEIVED _____

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

THE CITY OF **Edinburg** NOTIFICATION

Dear Property Owner:

A public hearing will be held on **Thursday, December 12, 2024, at 5:30 P.M.** in the Edinburg City Hall, City Council Chambers, located at 415 West University Drive, at which time the Planning and Zoning Commission will address the following:

CONSIDER THE COMPREHENSIVE PLAN AMENDMENT FROM AUTO-URBAN USES TO MULTI-FAMILY RESIDENTIAL USES AND THE REZONING REQUEST FROM RESIDENTIAL, PRIMARY (RP) DISTRICT TO RESIDENTIAL, MULTIFAMILY (RM) DISTRICT, LOT 19, UNIVERSITY NORTH SUBDIVISION UNIT 1, LOCATED AT 811 WEST SCHUNIOR, AS REQUESTED BY MELDEN & HUNT, INC. ON BEHALF OF SARG ENTERPRISES, LLC.

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

This request is scheduled to be heard by the **City Council on Tuesday, January 7, 2025, at 6:00 P.M.** As a property owner within 300 ft. of the subject property, you are invited to attend. Please note that meeting time (s) and date (s) are subject to change. Therefore; please call on the date of the meeting to assure that the item is on the agenda. As part of the City effort to encourage greater participation in the rezoning process, **the City is using this notice to solicit your input, but no action or response is required.** Should you have any questions or need more information regarding this notice, you may call (956) 388-8202.

You may return your response by one of the following: MAIL: P. O. Box 1079 Edinburg, Texas 78540
FAX: (956) 292-2080 by Wednesday, December 11, 2024
EMAIL: planning@cityofedinburg.com by Wednesday, December 11, 2024

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

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

Comments: By allowing this amendment to use as Multi family
the residents that live among this area have no
say so to what effects would happen to the rest of the subdivision.

Print Name: Esmeralda Rodriguez Phone No. 956-342-1410

Address: 814 N. 4th Ave. City: Edinburg State: TX Zip: 78541

NOTIFICACIÓN

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

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



PID: 310684 ACEVEDO JOSE ANGEL

3007 W CHAPIN
EDINBURG, TX 78541-8218

PID: 164048 BOARD OF REGENTS UNIVERSITY OF TEXAS SYSTEM
REAL EST
AUSTIN, TX 78722

PID: 164045 BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM
ATTN: REAL ESTATE
210 E 7TH STREET
AUSTIN, TX 78701

PID: 690083 BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM
ATTN: REAL ESTATE
210 W 7TH STREET
AUSTIN, TX 78701-2903

PID: 164044 BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM
ATTN: REAL ESTATE
210 W 7TH STREET
AUSTIN, TX 78701-2903

PID: 164049 BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM
ATTN: REAL ESTATE
210 W 7TH STREET
AUSTIN, TX 78701-2903

PID: 285448 CANTU ELENA T
4117 W SCHUNIOR ST
EDINBURG, TX 78541-9466

PID: 310683 CARDIEL LILIA YADIRA
901 N 5TH ST
EDINBURG, TX 78541-3029

PID: 310685 FLETCHER RICHARD & MARIA
819 W SCHUNIOR ST
EDINBURG, TX 78541-3043

PID: 272683 FLETCHER RICHARD BROWN
819 W SCHUNIOR ST
EDINBURG, TX 78541-3043

PID: 285439 ALCOSER HOMER J JR

800 W COOPER ST
EDINBURG, TX 78541-3032

PID: 164047 BOARD OF REGENTS UNIVERSITY OF TEXAS SYSTEM
REAL EST
AUSTIN, TX 78722

PID: 164051 BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM
ATTN: REAL ESTATE
210 W 7TH STREET
AUSTIN, TX 78701-2903

PID: 527679 BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM
ATTN: REAL ESTATE
210 W 7TH STREET
AUSTIN, TX 78701-2903

PID: 164050 BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM
ATTN: REAL ESTATE
210 W 7TH STREET
AUSTIN, TX 78701-2903

PID: 164043 BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM REAL ESTATE OFFICE
ATTN: REAL ESTATE
210 W 7TH STREET
AUSTIN, TX 78701-2903

PID: 272680 CARDENAS TERESA ELVA
RR 3 BOX 77-B
EDINBURG, TX 78541

PID: 310681 CARRANZA PETRA
1103 S SUGAR RD
PHARR, TX 78577-4442

PID: 272684 FLETCHER RICHARD B & MARIA P
819 W SCHUNIOR ST
EDINBURG, TX 78541-3043

PID: 527174 FUENTES FABIOLA I
900 N 5TH AVE
EDINBURG, TX 78541-3030

OWNER NOTIFICATION LIST REPORT

PID: 310675 GARCIA CHARLES JOSEPH C/O
CHARLES JOSEPH GARCIA
824 N 4TH AVE
EDINBURG, TX 78541-3024

PID: 164052 GUZMAN ROGELIO JR
3321 MACQUAIRIE DR
EDINBURG, TX 78542-2021

PID: 310676 HULI PROPERTY INVESTMENTS 2 LLC
4001 WARE DEL NORTE
MCALLEN, TX 78504

PID: 552154 MATA RAMIRO & IDOLINA
217 S 28TH AVE
EDINBURG, TX 78542-5198

PID: 272685 MELENDEZ-AMAYA JOSE SANTOS &
RAYMUNDA MELENDEZ
824 N 5TH AVE
EDINBURG, TX 78541-3028

PID: 164046 PEREZ AMALIA
708 W SCHUNIOR ST
EDINBURG, TX 78541-3042

PID: 310672 RODRIGUEZ ESMERALDA
814 N 4TH AVE
EDINBURG, TX 78541-3024

PID: 272707 SARG ENTERPRISE LLC
616 N CLOSNER
EDINBURG, TX 78539

PID: 272705 SARG ENTERPRISES LLC
616 N CLOSNER BLVD
EDINBURG, TX 78541-3474

PID: 310671 SARG ENTERPRISES LLC
616 N CLOSNER BLVD
EDINBURG, TX 78541-3474

PID: 164053 GUTIERREZ GUSTAVO GABRIEL
702 N 4TH AVE
EDINBURG, TX 78541-3065

PID: 310674 HERNANDEZ ASHLEY
720 W PALMVISTA DR STE 1
PALMVIEW, TX 78572-2157

PID: 310687 HULI PROPERTY INVESTMENTS 2 LLC
4001 WARE DEL NORTE
MCALLEN, TX 78504

PID: 637954 MELENDEZ OMAR & DINORA
PO BOX 2843
EDINBURG, TX 78540-2843

PID: 310682 PERALEZ PRISCILLA R
905 N 5TH AVE
EDINBURG, TX 78541-3029

PID: 310686 RIOS GUADALUPE
815 N 5TH AVE
EDINBURG, TX 78541-3027

PID: 310673 SAENZ MARIO A & MARIA G
201 N EFREN RAMIREZ AVE
ROMA, TX 78584-8918

PID: 310688 SARG ENTERPRISE LLC
616 N CLOSNER
EDINBURG, TX 78539

PID: 310689 SARG ENTERPRISES LLC
616 N CLOSNER BLVD
EDINBURG, TX 78541-3474

PID: 272681 SAUCEDO MARCOS
PO BOX 786
EDINBURG, TX 78540-0786

OWNER NOTIFICATION LIST REPORT

PID: 164054 SOUTHERN PACIFIC TRANSPORT
PROPERTY TAX DEPT
1400 DOUGLAS ST
STOP 1640
OMAHA, NE 68179-1001

PID: 701161 UNION PACIFIC RAILROAD CO
1400 DOUGLAS ST
STOP 1640
OMAHA, NE 68179-0002

PID: 310677 VERA REVECA A
904 N 4TH AVE
EDINBURG, TX 78541

PID: 272682 WEGENER JASON SCOTT & KRISTA
LYNN
7509 N 17TH ST
MCALLEN, TX 78504-3296

ORDINANCE NO. _____

AN ORDINANCE AMENDING, SUPPLEMENTING, AND CHANGING THE BOUNDARIES OF RESIDENTIAL, PRIMARY (RP) DISTRICT TO RESIDENTIAL, MULTI-FAMILY (RM) DISTRICT, LOT 19, UNIVERSITY NORTH SUBDIVISION UNIT 1, LOCATED AT 811 WEST SCHUNIOR STREET, EDINBURG, HIDALGO COUNTY, TEXAS, FROM ONE DISTRICT TO ANOTHER; PROVIDING A REPEALER CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE; PROVIDING FOR CODIFICATION; PROVIDING A WAIVER OF THE THREE (3) SEPARATE READINGS; AND ORDAINING OTHER PROVISIONS RELATED TO THE SUBJECT MATTER HEREOF.

WHEREAS, the owner of the herein described real estate has submitted to the Planning and Zoning Commission of the City of Edinburg, Texas, a proposed amendment, and the proposed supplement and change to the boundaries of the Residential, Primary (RP) District to Residential, Multi-Family (RM) District, as set out in the Unified Development Code of the City of Edinburg, Texas, heretofore finally passed, approved, and adopted by said City Council on the 9th day of August, 2022. Such proposed amendment is to change the zoning of Lot 19, University North Subdivision Unit 1, Located at 811 West Schunior, Edinburg, Hidalgo County, Texas, from Residential, Primary (RP) District to Residential, Multi-Family (RM) District, for a recommendation and report by said Planning and Zoning Commission; and

WHEREAS, the said Planning and Zoning Commission of the City of Edinburg, Texas, gave due notice as provided by said Unified Development Code of a public hearing to be held before said Planning and Zoning Commission, on December 12, 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 January 7, 2025 at 6:00 P.M., in the Edinburg

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

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

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

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

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

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

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

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

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

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

READ, CONSIDERED, PASSED AND APPROVED at a regular meeting of the City Council of the City of Edinburg, Texas at which a quorum was present and which was held in accordance with V.T.C.A., Government Code, Section 551.041, on the 7th day of January, 2025.

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

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE CITY OF EDINBURG COMPREHENSIVE PLAN BY DETERMINING THAT THE DEVELOPMENT FACTORS WITHIN THE CITY HAVE ADJUSTED SUCH THAT THE PROPOSED USE LOT 19, UNIVERSITY NORTH SUBDIVISION UNIT 1, LOCATED AT 811 WEST SCHUNIOR STREET, SHOULD BE FOR MULTI-FAMILY RESIDENTIAL USES; PROVIDING A REPEALER CLAUSE; PROVIDING A SAVINGS CLAUSE, PROVIDING FOR PUBLICATION AND EFFECTIVE DATE; PROVIDING A WAIVER OF THREE (3) SEPARATE READINGS; AND ORDAINING OTHER PROVISIONS RELATED TO THE SUBJECT MATTER THEREOF.

WHEREAS, the Comprehensive Plan designation of the property herein described needs to be amended to provide a transition from Auto-Urban Uses to Multi-Family Residential Uses; and,

WHEREAS, it appears that the development will proceed, if allowed; and,

WHEREAS, such development is not detrimental to the Auto-Urban Uses in the surrounding area; and

WHEREAS, in order to avoid exceptions to the Comprehensive Plan, it is appropriate that the Plan be changed to reflect conditions as they actually exist in Edinburg.

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

SECTION I. AUTHORITY OF LAW: All Requirements To The Law Have Been Met In The Passing Of This Ordinance.

SECTION II. The Comprehensive Plan for the development of Edinburg adopted by Ordinance No. 2024-5022 on October 15, 2024 is hereby amended to provide that the property in question, would best be used and developed, because of changing conditions for General Commercial Uses. The conditions that exist are:

- (1) Population growth requiring more Multi-Family Residential Uses;
- (2) Expansion and development of Multi-Family Residential Uses.

This area, because of Edinburg's growth, should be included in those portions of the city providing support to and being compatible with other similar uses, all of which are in close proximity to one another.

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

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

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

SECTION VI. CODIFICATION: That this ordinance shall 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 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 7th day of January, 2025.

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: January 7, 2025

PUBLIC HEARINGS

Agenda Item No: 7.E.

Rezoning Request - Quintanilla, Headley, & Associates, Inc. on behalf
of Red Rock Realty

1. **Agenda Item:**

Hold Public Hearing and Consider the Ordinances Providing for the Comprehensive Plan Amendment from Auto-Urban Uses to Multi-Family Residential Uses and the Rezoning Request from Agriculture and Open Space (AO) District to Residential, Multi-Family (RM) District, a 20.00 Acre Tract of Land Being the East 20.00 Acres of Lot 1, Block 55, Alamo Land and Sugar Company's Subdivision, Hidalgo County, Texas, and According to Warranty Deed Recorded in Volume 1758, Page 174, Official Records, Hidalgo County, Texas, Located at 3200 East Canton Road, as Requested by Quintanilla, Headley, & Associates, Inc. on Behalf of Red Rock Realty. [Jaime Acevedo, Director of Planning & Zoning]

2. **Description:**

This property is located on the south side of East Canton Road. The property has a total frontage of 660 feet along East Canton Road and a lot depth of 1,320 feet for a total lot area of 20.00 Acres (gross). The requested zoning designation is the Residential, Multi-Family (RM) District, which is meant to accommodate various multi-family residential uses (2 or more dwelling units on a single lot). The lot is currently vacant and the applicant indicated the reason for the zone change is to establish a multi-family residential subdivision at this location.

The property is currently zoned Agriculture and Open Space (AO) District, which is the district intended to support agriculture and agriculture-supported uses as the primary use of land. On December 10, 2013, the property was annexed into the city limits. Adjacent zoning is Residential, Primary (RP) District to the north and Agriculture and Open Space (AO) District to the east, south, and west. Surrounding land uses consists of single-family residential uses, vacant land, and multi-family residential uses. The future land use designation is for Auto-Urban Uses.

Staff mailed a notice of the public hearing to 43 neighboring property owners on Tuesday, November 28, 2024, and received no comments in favor or against this request at the time this report was prepared. Notice of this public hearing was published in the newspaper on December 18, 2024.

On December 6, 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.

On December 12, 2024, the Planning & Zoning Commission recommended with a unanimous vote of 6-0 to approve the Comprehensive Plan Amendment and the Rezoning Request.

3. **Staff's Recommendation:**

Staff recommends approval of Comprehensive Plan Amendment from Auto-Urban Uses to Multi-Family Residential Uses and the Rezoning Request from Agriculture and Open Space (AO) District to Residential, Multi-Family (RM) District based on adjacent zoning districts, adjacent land uses, and the Future Land Use. If approved, the applicant will need to comply with all

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

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 – 12/12/24
CITY COUNCIL – 01/07/25
DATE PREPARED – 12/04/24

STAFF REPORT
GENERAL INFORMATION

APPLICATION: Comprehensive Plan Amendment from Auto-Urban Uses to Multi-Family Residential Uses and the Rezoning Request from Agriculture and Open Space (AO) District to Residential, Multi-Family (RM) District

APPLICANT: Phyllis K. Pitchford

AGENT: Quintanilla, Headley, & Associates, Inc.

LEGAL: A 20.00 Acre tract of land being the East 20.00 Acres of Lot 1, Block 55, Alamo Land and Sugar Company's Subdivision, Hidalgo County, Texas, and according to Warranty Deed Recorded in Volume 1758, Page 174, Official Records, Hidalgo County, Texas

LOCATION: 3200 East Canton Road

LOT/TRACT SIZE: 20.00 Acres (gross)

CURRENT USE: Vacant land

PROPOSED USE: Multi-Family development

EXISTING ZONING: Agriculture and Open Space (AO) District

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

LAND USE PLAN: Auto-Urban Uses

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

RECOMMENDATION: Staff recommends approval of Comprehensive Plan Amendment from Auto-Urban Uses to Multi-Family Residential Uses and the Rezoning Request from Agriculture and Open Space (AO) District to Residential, Multi-Family (RM) District

REZONING REQUEST
QUINTANILLA, HEADLEY & ASSOCIATES, INC.

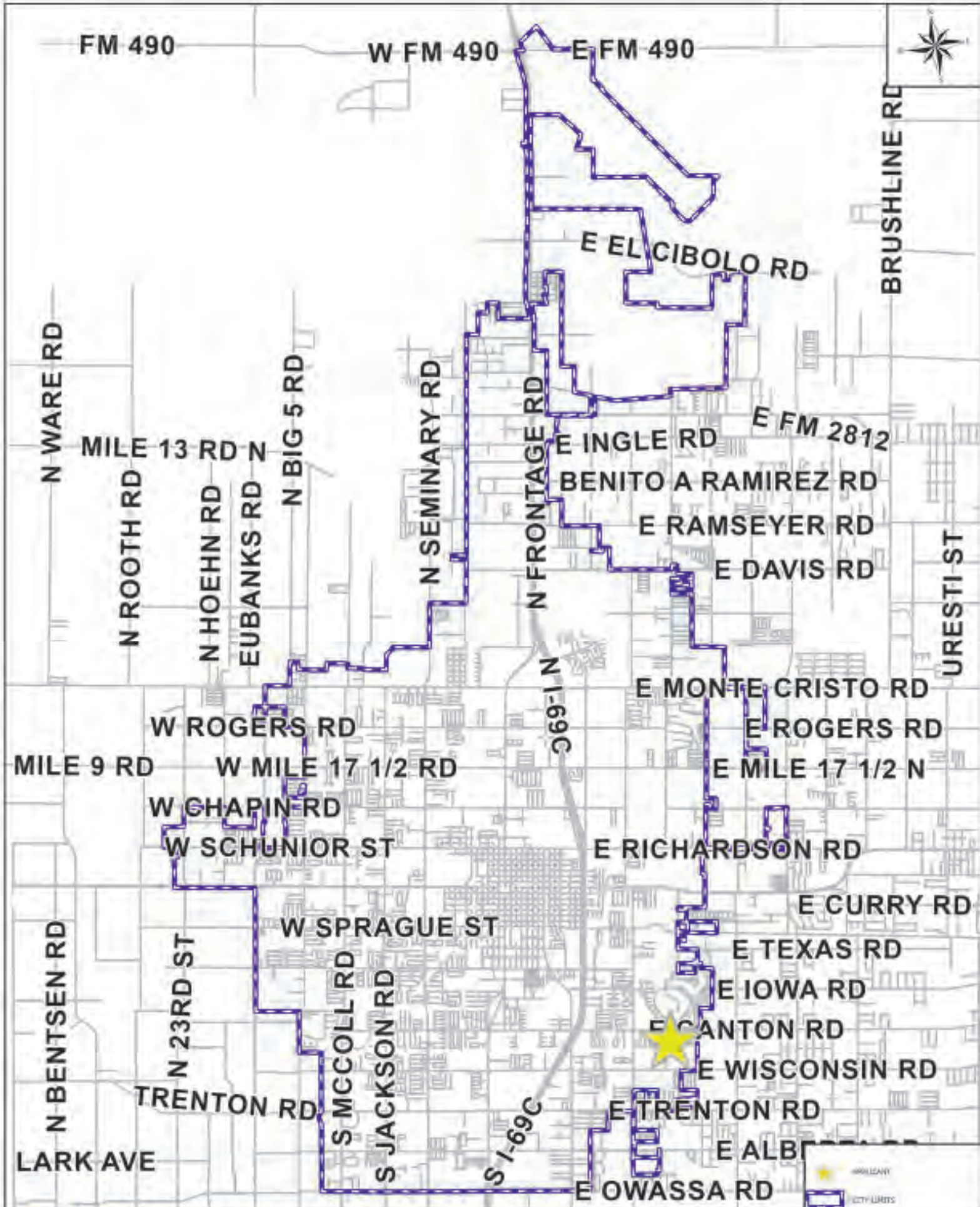
EVALUATION

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

1. Adjacent zoning is Residential, Primary (RP) District to the north, and Agriculture and Open Space (AO) District to the east, south, and west.
2. On December 10, 2013, the property was annexed into the city limits.
3. The proposed zoning is inconsistent with the Future Land Use Plan.

Staff recommends approval of Comprehensive Plan Amendment from Auto-Urban Uses to Multi-Family Residential Uses and the Rezoning Request from Agriculture and Open Space (AO) District to Residential, Multi-Family (RM) District based on adjacent zoning districts, adjacent land uses, and the future land use. If approved, the applicant will need to comply with all requirements during the permitting process including compliance with subdivision regulations, building/fire codes, fire protection, parking, landscape buffer-yards, solid waste services, utility, and other City requirements, as applicable.

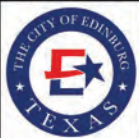
Staff mailed a notice of the public hearing to 43 neighboring property owners on Tuesday, November 28, 2024 and received no comments in favor or against this request at the time this report was prepared. Notice of this public hearing was published in the newspaper on December 18, 2024.



EDINBURG NEW DEVELOPMENT MAP

APPLICANT AND/OR SUBDIVISION:

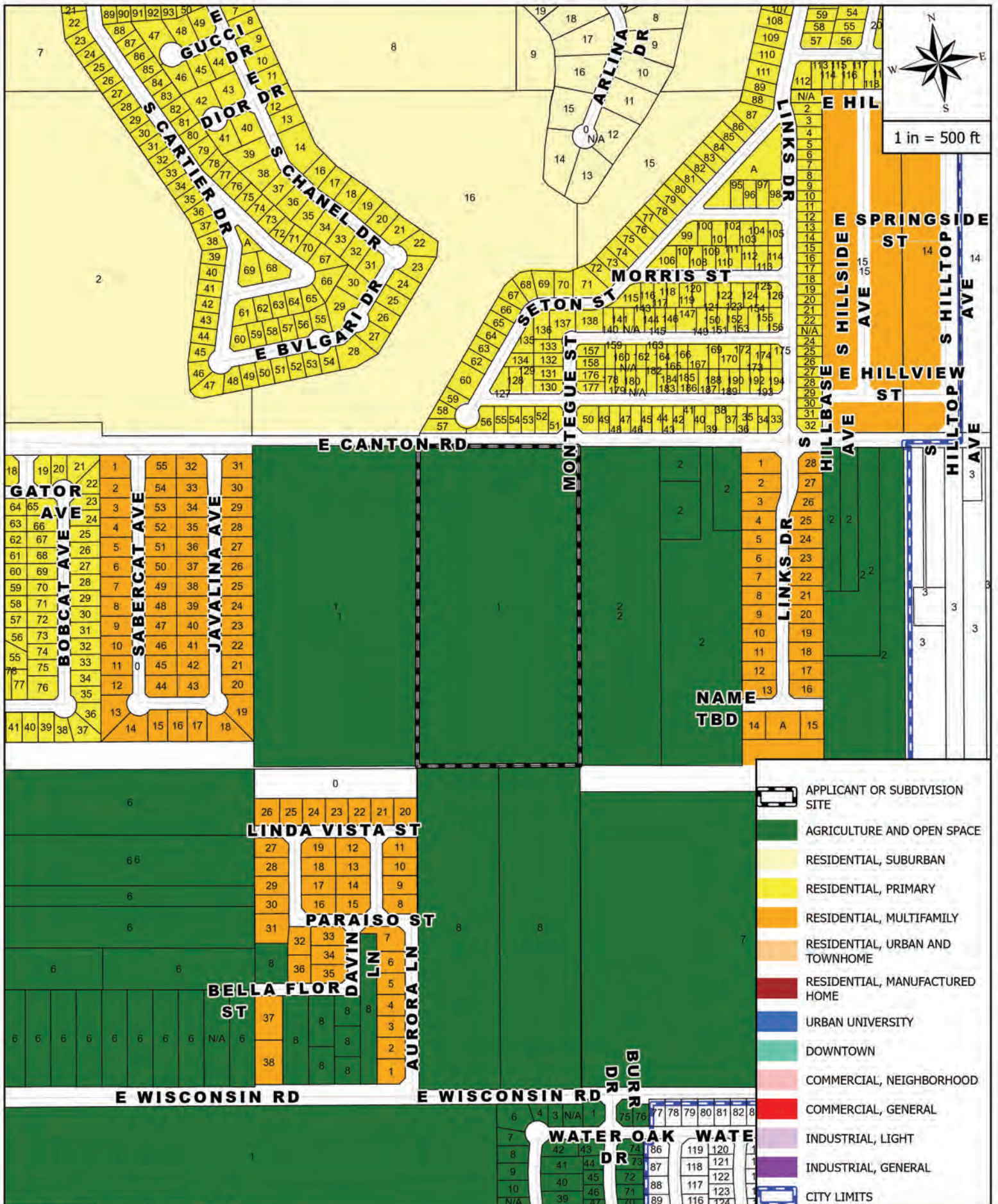
RZNE-2024-0249 3200 E CANTON RD, QUINTANILLA, HEADLEY, & ASSOCIATES



AERIAL MAP

APPLICANT AND/OR SUBDIVISION:

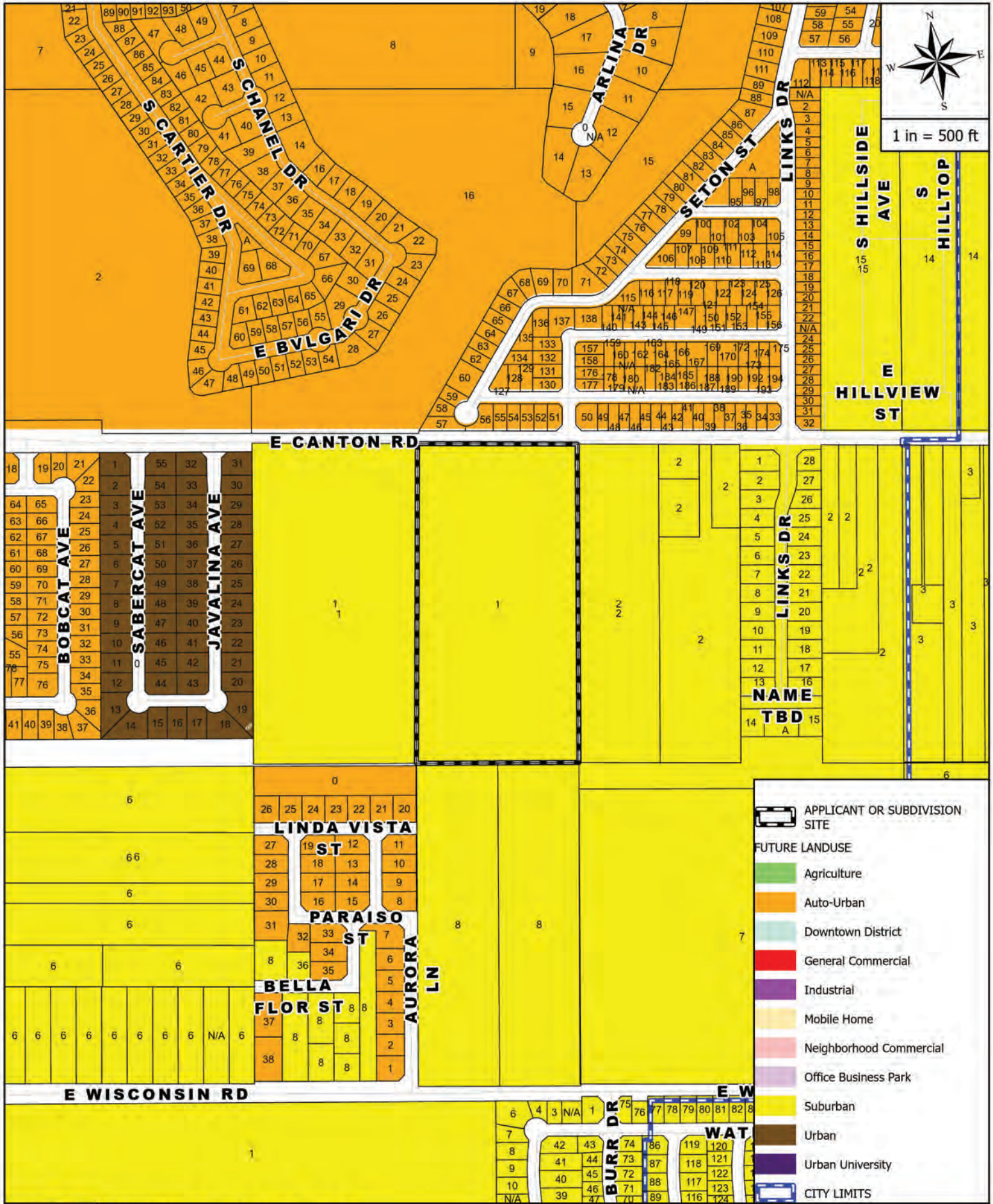
RZNE-2024-0249 3200 E CANTON RD_QUINTANILLA, HEADLEY, & ASSOCIATES



ZONING MAP

APPLICANT AND/OR SUBDIVISION:

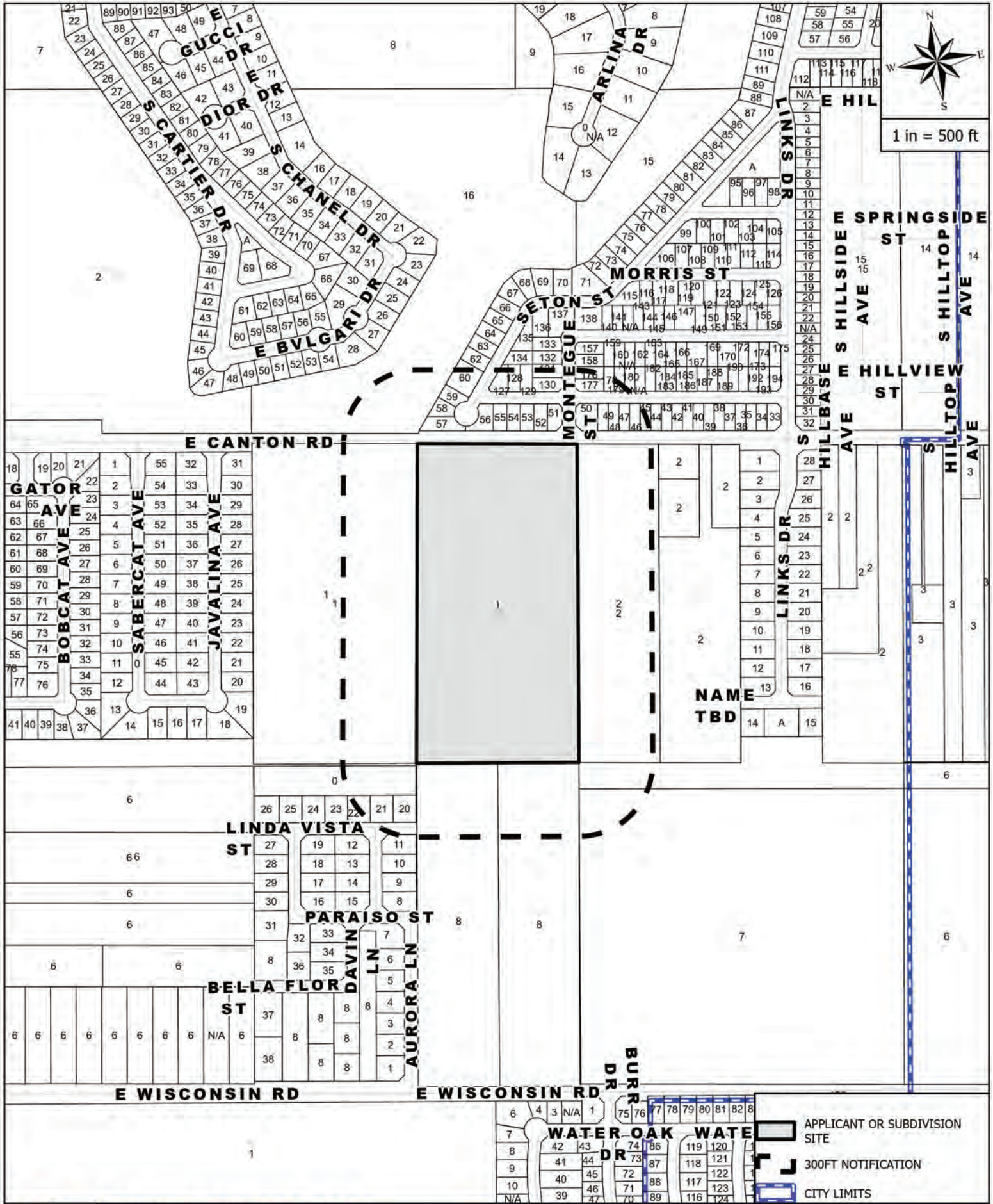
RZNE-2024-0249 3200 E CANTON RD_ QUINTANILLA, HEADLEY, & ASSOCIATES



FUTURE LAND USE MAP

APPLICANT AND/OR SUBDIVISION:

RZNE-2024-0249 3200 E CANTON RD_QUINTANILLA, HEADLEY, & ASSOCIATES



MAILOUT AND SITE MAP

APPLICANT AND/OR SUBDIVISION:

RZNE-2024-0249 3200 E CANTON RD_QUINTANILLA, HEADLEY, & ASSOCIATES



Rezoning Request Site Photo

Quintanilla, Headley, & Associates, Inc.
3200 East Canton Road



Planning & Zoning

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



THE CITY OF
Edinburg

Zone Change Application

ENERGOV CASE #

Date: **November 21, 2024**

1. Property Owner (required): **PHYLLIS K. PITCHFORD** 2. Phone: **(956) 800-1333**
3. Mailing Address: **2912 S. Jackson Road**
4. City: **McAllen** State: **TX** Zip: **78503**
5. Owner's Email: **riocantu@yahoo.com** 6. Cell No. **(956) 821-8180**
7. Agent (not owner): **Quintanilla, Headley & Assoc** 8. Agent's Phone: **(956) 381-6480**
9. Agent's Mailing Address: **124 E. Stubbs Street**
10. City: **Edinburg** State: **TX** Zip: **78539**
11. Agent's Email: **lalar@qha-eng.com**
12. Address/Location being Rezoned: **South of Canton Rd, approx 2200' east of Raul Longoria**
13. Legal Description of Property: 14. Property ID(s): **113298**
A 20.00 acre tract of land being the east 20.00 acres of Lot 1, Block 55, Alamo Land and Sugar Company's Subdivision, Hidalgo County, Texas.
15. Zone Change: From: **AO - Agriculture/Open Space** To: **RM - Residential, Multifamily & Urban**
16. Existing Land Use: **Open land**
17. Reason for Zone Change: **Proposed multi-family residential subdivision**

(Please Print Name)

Signature

OFFICE USE ONLY

REVIEWED BY _____ DATE RECEIVED _____

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

PID: 699788 AGUILAR JESUS ANTHONY & LESLIE
DAVILA

3406 PRESTWICK ST

EDINBURG, TX 78542-4569

PID: 699869 ARISPE ABRAM & LINDA CRISTELA

2725 MONTEGUE

EDINBURG, TX 78542-4583

PID: 699793 BOETA OSCAR GERARDO

3314 PRESTWICK ST

EDINBURG, TX 78542-4564

PID: 509315 BUENTELLO SAMUEL & AURORA

3024 E CANTON RD

EDINBURG, TX 78542-5605

PID: 699792 CORDONIER ROBERT & TERESA

3320 PRESTWICK ST

EDINBURG, TX 78542-4564

PID: 699867 ESCANAME CYNTHIA

3313 PRESTWICK ST

EDINBURG, TX 78542-4564

PID: 113305 ESCOBAR SANTOS

3408 E CANTON RD

EDINBURG, TX 78542-5696

PID: 1015836 G & GC CONSTRUCTION INC

3209 SALVADOR AVE

EDINBURG, TX 78539-1003

PID: 699794 GARCIA DANIEL & MARTHA ELIZONDO

3308 PRESTWICK

EDINBURG, TX 78542-4564

PID: 113336 HIDALGO CO DRAIN DIST #1

902 N DOOLITTLE RD

EDINBURG, TX 78542-7470

PID: 699866 ARCHES BERNADENE D & ADONIS
GONZALES

3307 PRESTWICK ST

EDINBURG, TX 78542-4564

PID: 699785 BOCANEGRA ROBERT L

3422 PRESTWICK ST

EDINBURG, TX 78542-4569

PID: 113300 BUENTELLO SAMUEL & AURORA

3024 E CANTON RD

EDINBURG, TX 78542-5605

PID: 626290 CITY OF EDINBURG

210 W MCINTYRE ST

EDINBURG, TX 78541-3340

PID: 699796 DE LA GARZA ROEL ALBERTO & MARIA
DOLORES PACHECO

2739 SETON ST

EDINBURG, TX 78542-4588

PID: 113304 ESCOBAR SANTOS

3408 E CANTON RD

EDINBURG, TX 78542-5696

PID: 699915 ESPINOZA MONICA

2504 ALA BLANCA AVE

MISSION, TX 78572-7026

PID: 699784 GARCIA ARTEMIO Sr

3506 PRESTWICK ST

EDINBURG, TX 78542-4572

PID: 699791 GUTIERREZ CORINA CRISTIAN AKA
CORINA CRISTIAN JOHNSON

3326 PRESTWICK ST

EDINBURG, TX 78542-4564

PID: 113337 HIDALGO CO DRAIN DIST #1

902 N DOOLITTLE RD

EDINBURG, TX 78542-7470

OWNER NOTIFICATION LIST REPORT

PID: 1015804 HIDALGO COUNTY IRRIGATION #1
PO BOX 870

EDINBURG, TX 78540-0870

PID: 1015834 KAMAT JAIDEEP

2486 LEWIS DR

TUSTIN, CA 92782-1252

PID: 113339 LUNA NANCY & MICHAEL LUNA

20500 CLAREMONT AVE

RIVERSIDE, CA 92507-6604

PID: 699868 LYTLE GRIFFEY N

1531 RAINIER AVE

EVERETT, WA 98201-1743

PID: 699789 MENDIOLA ANDRES & MARLEN
MENDIOLA

3404 PRESTWICK ST

EDINBURG, TX 78542-4569

PID: 699786 NGUMA AIKA M

3416 PRESTWICK ST

EDINBURG, TX 78542-4569

PID: 113298 PITCHFORD PHYLLIS K

1410 TULIP AVE

MCALLEN, TX 78504-3620

PID: 699798 RESENDEZ JOSE M & CLAUDIA
GUARNEROS

2727 SETON ST

EDINBURG, TX 78542

PID: 699799 ROMERO JOSE LUIS & YOLANDA
CANTU

2721 SETON ST

EDINBURG, TX 78542-4588

PID: 699870 SMT LLC

523 WATERFORD DR

EDISON, NJ 08817-1900

PID: 699917 HUNTER WILLIAM TAMINE

6350 BRITTANY LN

ABILENE, TX 79605-4318

PID: 699797 LEAL JUAN A & LAURA M LEAL

2733 SETON ST

EDINBURG, TX 78542-4588

PID: 113334 LUNA RAFAEL M & MARIA P ET AL CO-
TRST RAFAEL & MARIA LVNG TRT

3325 S CESAR CHAVEZ RD

EDINBURG, TX 78542-9920

PID: 699919 MARTINEZ BELINDA

3421 PRESTWICK ST

EDINBURG, TX 78542-4569

PID: 699795 MONTES ALEJANDRO SR

3302 PRESTWICK ST

EDINBURG, TX 78542-4564

PID: 699916 PEREZ SERGIO ORTEGA

2724 MONTEGUE ST

EDINBURG, TX 78542-4583

PID: 699787 POPAN JASON R & JAYNE K RANDALL

3410 PRESTWICK ST

EDINBURG, TX 78542-4569

PID: 699790 RODRIGUEZ JESUS & SOFIA

3332 PRESTWICK ST

EDINBURG, TX 78542-4564

PID: 699801 SANDOVAL DAVID

1101 ONIX ST

EDINBURG, TX 78539-0285

PID: 699918 SNELL TOMMY L & VINCETTE R
BELLAMY

3415 PRESTWICK ST

EDINBURG, TX 78542-4569

OWNER NOTIFICATION LIST REPORT

PID: 1015825 STARK WILLIAM B
8129 MARSELLE DR
CORPUS CHRISTI, TX 78414-6049

PID: 1015835 SUGAR PINE HOLDINGS LLC
747 HIGHLAND DR
MEDFORD, OR 97504

PID: 113338 VELADO J ROBERT
436 TORONTO AVE APT 25
MCALLEN, TX 78503-3002

ORDINANCE NO. _____

AN ORDINANCE AMENDING, SUPPLEMENTING, AND CHANGING THE BOUNDARIES OF AGRICULTURE AND OPEN SPACE (AO) DISTRICT TO RESIDENTIAL, MULTI-FAMILY (RM) DISTRICT, A 20.00 ACRE TRACT OF LAND BEING THE EAST 20.00 ACRES OF LOT 1, BLOCK 55, ALAMO LAND AND SUGAR COMPANY'S SUBDIVISION, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED RECORDED IN VOLUME 1758, PAGE 174, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, LOCATED AT 3200 EAST CANTON ROAD, EDINBURG, HIDALGO COUNTY, TEXAS, FROM ONE DISTRICT TO ANOTHER; PROVIDING A REPEALER CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE; PROVIDING FOR CODIFICATION; PROVIDING A WAIVER OF THE THREE (3) SEPARATE READINGS; AND ORDAINING OTHER PROVISIONS RELATED TO THE SUBJECT MATTER HEREOF.

WHEREAS, the owner of the herein described real estate has submitted to the Planning and Zoning Commission of the City of Edinburg, Texas, a proposed amendment, and the proposed supplement and change to the boundaries of the Agriculture and Open Space (AO) District to Residential, Multi-Family (RM) District, as set out in the Unified Development Code of the City of Edinburg, Texas, heretofore finally passed, approved, and adopted by said City Council on the 9th day of August, 2022. Such proposed amendment is to change the zoning of a 20.00 Acre tract of land being the East 20.00 Acres of Lot 1, Block 55, Alamo Land and Sugar Company's Subdivision, Hidalgo County, Texas, and according to Warranty Deed Recorded in Volume 1758, Page 174, Official Records, Hidalgo County, Texas, Located at 3200 East Canton Road, Edinburg, Hidalgo County, Texas, from Agriculture and Open Space (AO) District to Residential, Multi-Family (RM) District, for a recommendation and report by said Planning and Zoning Commission; and

WHEREAS, the said Planning and Zoning Commission of the City of Edinburg, Texas, gave due notice as provided by said Unified Development Code of a public hearing to be held before said Planning and Zoning Commission, on December 12, 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 January 7, 2025 at 6:00 P.M., in the Edinburg City Hall, City Council Chambers, located at 415 West University Drive, Edinburg, Texas, which time was not less than 15 days nor more than 20 days from the date of publication, and that said public hearing was held at such time and place, and all of which procedure in the giving of notice and the holding of said public hearing is hereby ratified and confirmed as meeting all the requirements of said Unified Development Code of the City of Edinburg, Texas and applicable statutes; and

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

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

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

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

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

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

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

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

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

READ, CONSIDERED, PASSED AND APPROVED at a regular meeting of the City Council of the City of Edinburg, Texas at which a quorum was present and which was held in accordance with V.T.C.A., Government Code, Section 551.041, on the 7th day of January, 2025.

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

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE CITY OF EDINBURG COMPREHENSIVE PLAN BY DETERMINING THAT THE DEVELOPMENT FACTORS WITHIN THE CITY HAVE ADJUSTED SUCH THAT THE PROPOSED USE OF A 20.00 ACRE TRACT OF LAND BEING THE EAST 20.00 ACRES OF LOT 1, BLOCK 55, ALAMO LAND AND SUGAR COMPANY'S SUBDIVISION, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED RECORDED IN VOLUME 1758, PAGE 174, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, LOCATED AT 3200 EAST CANTON ROAD, SHOULD BE FOR MULTI-FAMILY RESIDENTIAL USES; PROVIDING A REPEALER CLAUSE; PROVIDING A SAVINGS CLAUSE, PROVIDING FOR PUBLICATION AND EFFECTIVE DATE; PROVIDING A WAIVER OF THREE (3) SEPARATE READINGS; AND ORDAINING OTHER PROVISIONS RELATED TO THE SUBJECT MATTER THEREOF.

WHEREAS, the Comprehensive Plan designation of the property herein described needs to be amended to provide a transition from Auto-Urban Uses to Multi-Family Residential Uses; and,

WHEREAS, it appears that the development will proceed, if allowed; and,

WHEREAS, such development is not detrimental to the Auto-Urban Uses in the surrounding area; and

WHEREAS, in order to avoid exceptions to the Comprehensive Plan, it is appropriate that the Plan be changed to reflect conditions as they actually exist in Edinburg.

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

SECTION I. AUTHORITY OF LAW: All Requirements To The Law Have Been Met In The Passing Of This Ordinance.

SECTION II. The Comprehensive Plan for the development of Edinburg adopted by Ordinance No. 2024-5022 on October 15, 2024 is hereby amended to provide that the property in question, would best be used and developed, because of changing conditions for General Commercial Uses. The conditions that exist are:

- (1) Population growth requiring more Multi-Family Residential Uses;
- (2) Expansion and development of Multi-Family Residential Uses.

This area, because of Edinburg's growth, should be included in those portions of the city providing support to and being compatible with other similar uses, all of which are in close proximity to one another.

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

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

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

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

READ, CONSIDERED, PASSED AND APPROVED at a regular meeting of the City Council of the City of Edinburg, Texas, at which a quorum was present and which was held in accordance with V.T.C.A., Government Code, Section 551.041, on the 7th day of January, 2025.

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: January 7, 2025

PUBLIC HEARINGS

Agenda Item No: 7.F.

Special Use Permit - Jace Hughes, on behalf of JM Mejia Properties,
LLC

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 & 8, Block 229, Located at 310 West McIntyre Street, as Requested by Jace Hughes, on Behalf of JM Mejia Properties, LLC. [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 south side of West McIntyre Street, approximately 175 feet east of North 8th Avenue. The property has 50 ft. of frontage along West McIntyre Street and 142 ft. of depth for a lot area of 0.16 acres. The site is currently used for a Food Truck Park with mobile vendors and a concession building. Zoning at this location is Downtown (DT) District. Adjacent zoning is Downtown (DT) District in all directions.

The applicant is proposing to include alcohol sales for on premise consumption to his existing Food Truck Park. 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 Sunday from 5:00 p.m. to 11:00 p.m. The applicant's interest in the proposed food truck park will generate over 51% 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 November 12, 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 23 neighboring property owners on Wednesday, November 27, 2024, and had received no comments in favor and 1 against this request at the time this report was prepared. Notice of this public hearing was published in the newspaper on December 18, 2024.

On December 12, 2024, the Planning & Zoning Commission recommended with a unanimous vote of 6-0 to approve the Special Use Permit for On-Premise Consumption of Alcoholic Beverages.

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 and Zoning Commission and City Council.

6. The special use permit is granted for a one (1) year period. An application to renew the special use permit must be filed by **November 10, 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 existing food truck park.

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 – 12/12/2024
CITY COUNCIL – 01/07/2025
DATE PREPARED – 12/06/2024

STAFF REPORT
GENERAL INFORMATION

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

APPLICANT: Jace W. Hughes

AGENT: JM Mejia Properties

LEGAL: Edinburg Townsite Subdivision, Lots 7 & 8, Block 229

LOCATION: 310 West McIntyre Street

LOT/TRACT SIZE: 0.16 acres

CURRENT USE: Existing food truck park

PROPOSED USE: Food truck park with sale of alcoholic beverages

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
JACE HUGHES, ON BEHALF OF JM MEJIA PROPERTIES, LLC.**

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 Sunday from 5:00 p.m. to 11:00 p.m. These hours conform to TABC regulations.
4. 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.

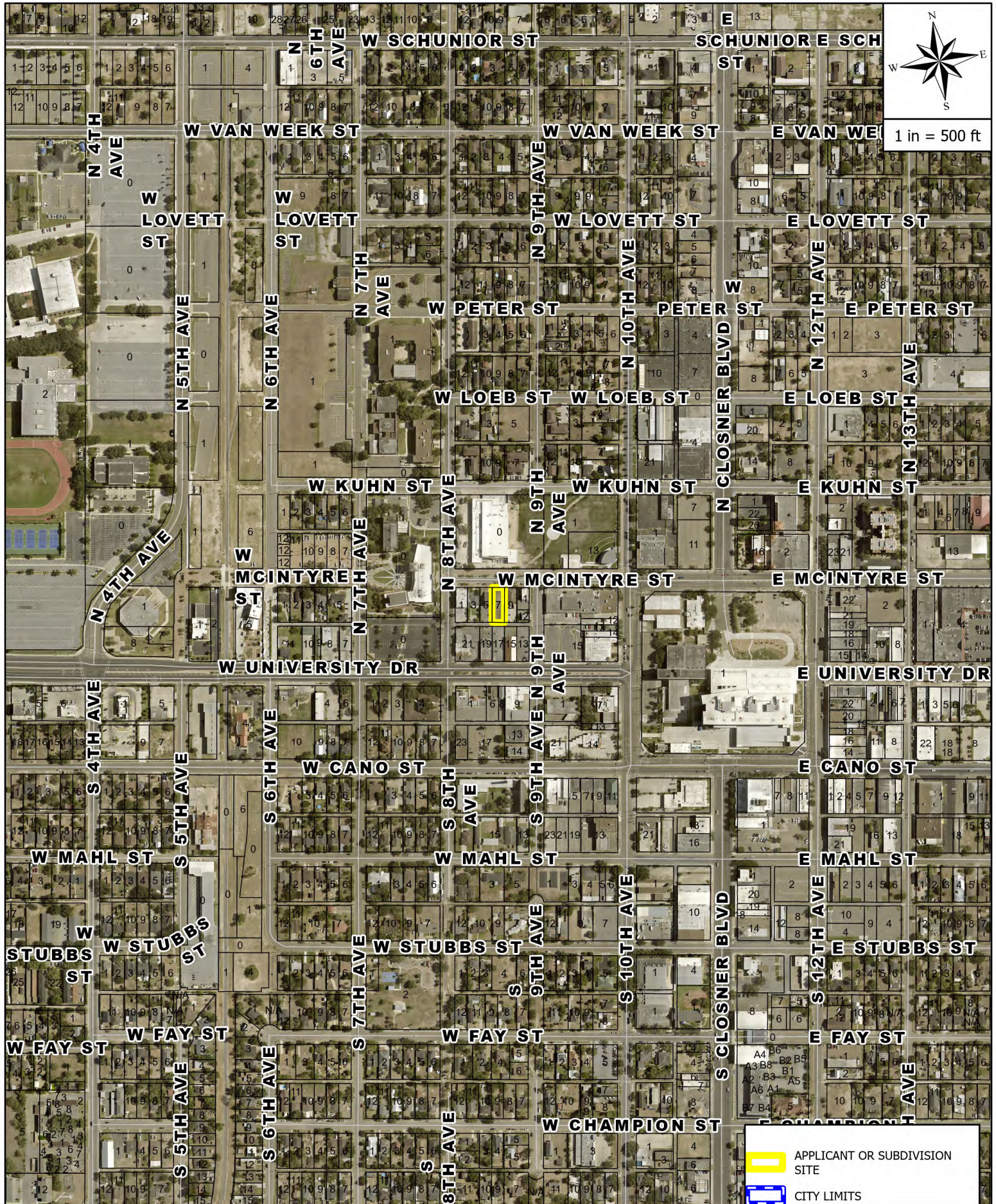
Staff recommends approval of the special use permit based on the location and intent for this activity. If approved, the applicant will be required to comply with the additional following conditions:

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.
6. The special use permit is granted for a one (1) year period. An application to renew the special use permit must be filed by **November 10, 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 existing food truck park.

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.

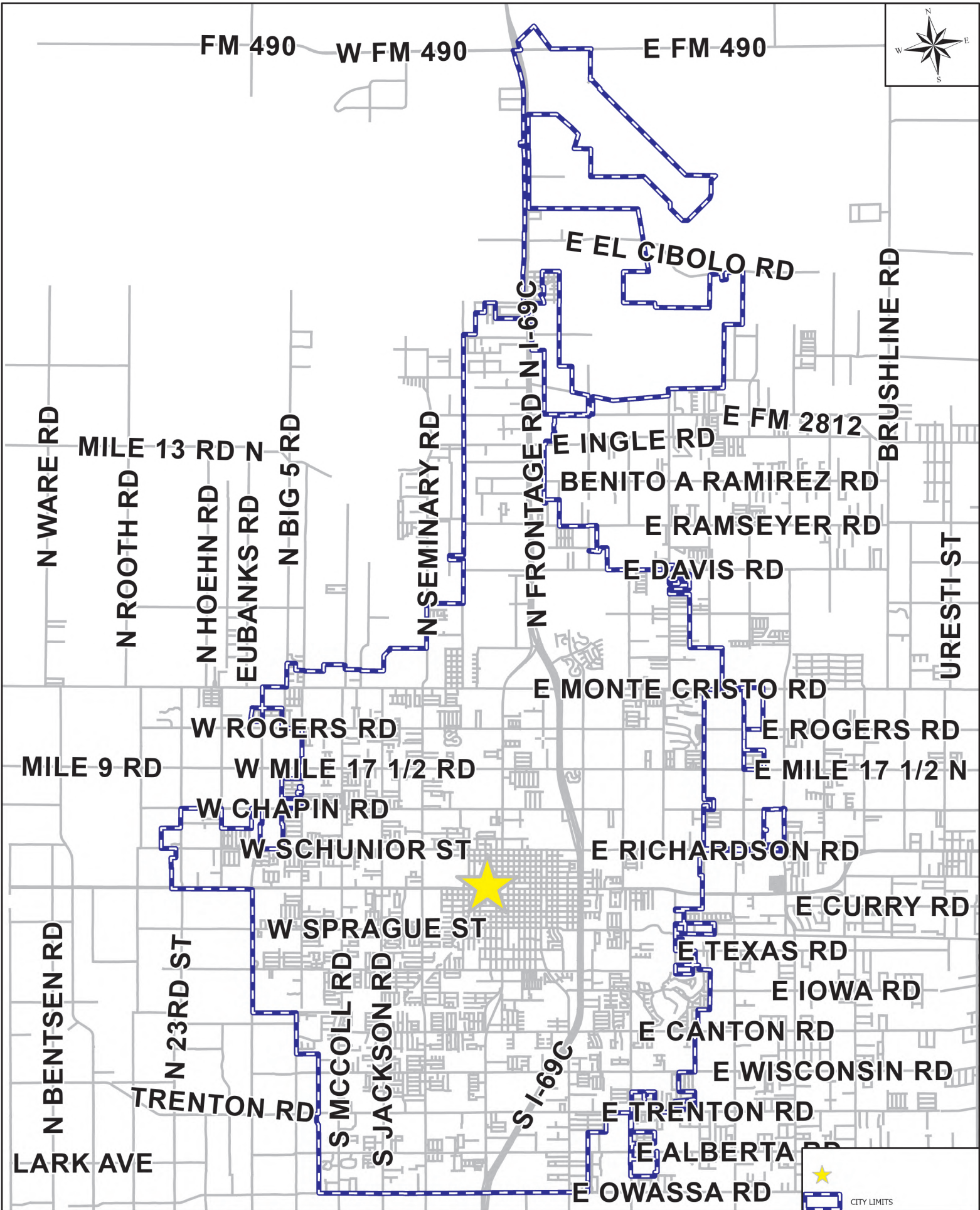
Staff mailed a notice of the public hearing to 23 neighboring property owners on Wednesday, November 27, 2024, and had received no comments in favor and 1 against this request at the time this report was prepared. Notice of this public hearing will be published in the newspaper on December 18, 2024.

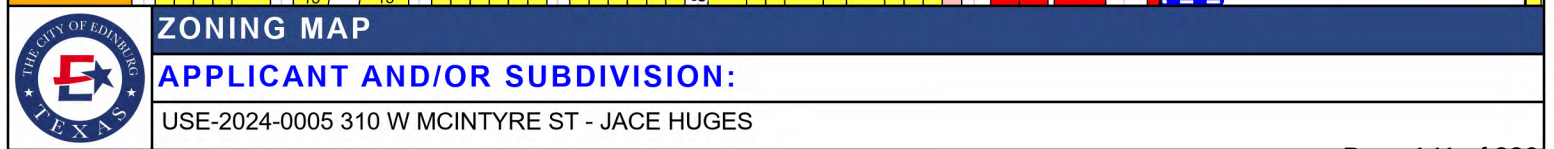


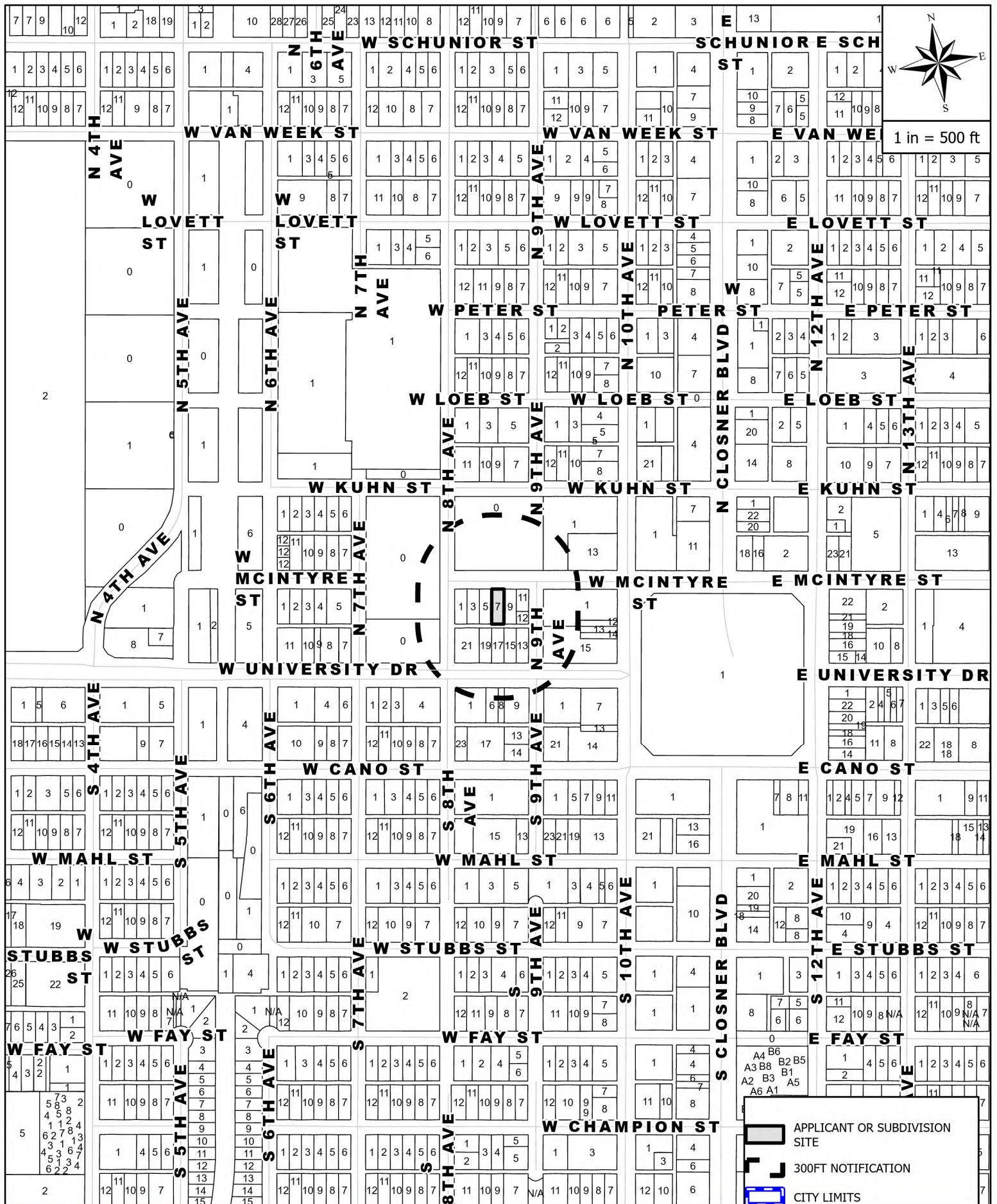
AERIAL MAP

APPLICANT AND/OR SUBDIVISION:

USE-2024-0005 310 W MCINTYRE ST - JACE HUGES







MAILOUT AND SITE MAP

APPLICANT AND/OR SUBDIVISION:

USE-2024-0005 310 W MCINTYRE ST - JACE HUGES



Special Use Permit Site Photo

JACE HUGES / JM MEJIA PROPERTIES, LLC

310 W MCINTYRE STREET



Planning & Zoning

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



THE CITY OF
Edinburg

Special Use Permit Application: On-Premise Consumption of Alcohol

ENERGOV CASE #

1. APPLICANT INFORMATION

APPLICATION DATE: 11/11/24
713 858 7682
Phone No:

JACK HUGHES
Applicant's Name

1916 ANDREA AVE. EDINBURG TX. 78539
Mailing Address City State Zip

JACK.W.HUGHES@GMAIL.COM
Email Address

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

JM Mejia Properties LLC
Jose M. Mejia, Javier H. Mejia 956-605-9339
Property Owner's Name Phone No:

500 Grand Canyon St Edinburg TX 78541
Mailing Address City State Zip

Standard Iron Construction @ Gmail.com
Email Address

2. PROPERTY INFORMATION

Property Address/Location: 310 W McIntyre St Edinburg, TX

Legal Description: Lot(s) 7-8 Block 229 Subdivision (E330000R) Edinburg Townsite

Zoning: Mix Use

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 - Sunday 5-11 PM

Subject business is a 51% establishment: ☒ YES ☐ NO (does not require Special Use Permit approval)

3. ATTEST

AS OWNER/AGENTS FOR THE ABOVE DESCRIBED PROPERTY, I/WE, HEREBY REQUEST A HEARING BEFORE THE EDINBURG PLANNING AND ZONING COMMISSION.

[Signature] 11/11/24
APPLICANT'S SIGNATURE DATE

PUBLIC HEARING DATE (PLANNING & ZONING COMMISSION) - 4:00 PM: December 12, 2024

PUBLIC HEARING DATE (CITY COUNCIL) - 6:00 PM: January 7, 2025

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

NOTIFICATION

Dear Property Owner:

A public hearing will be held on **Thursday, December 12, 2024, at 5:30 P.M.** in the Edinburg City Hall, City Council Chambers, located at 415 West University Drive, at which time the Planning and Zoning Commission will consider the following:

CONSIDER THE SPECIAL USE PERMIT FOR ON-PREMISE CONSUMPTION OF ALCOHOLIC BEVERAGES, EDINBURG TOWNSITE SUBDIVISION, LOTS 7 & 8, BLOCK 229, LOCATED AT 310 WEST MCINTYRE STREET, AS REQUESTED BY JACE HUGES ON BEHALF OF JM MEJIA PROPERTIES, LLC.

This Special Use Permit would allow for on-site consumption of alcohol at this location.

This request is scheduled to be heard by the **City Council on Tuesday, January 7, 2025, at 6:00 P.M.** As a property owner within 300 ft. of the subject property, you are invited to attend. Please note that meeting time (s) and date (s) are subject to change. Therefore; please call on the date of the meeting to assure that the item is on the agenda. As part of the City effort to encourage greater participation in the rezoning process, **the City is using this notice to solicit your input, but no action or response is required.** Should you have any questions or need more information regarding this notice, you may call (956) 388-8202.

You may return your response by one of the following: MAIL: P. O. Box 1079 Edinburg, Texas 78540
FAX: (956) 292-2080 by Wednesday, December 11, 2024
EMAIL: planning@cityofedinburg.com by Wednesday, December 11, 2024

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

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

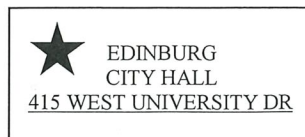
Comments: Tenants are complaining about the noise all the time. They have called the police for it and one of my tenants moved out because of the noise. *

Print Name: Mayra P. Sepulveda Phone No. (956) 215-3893
Address: 308 W. McIntyre City: Edinburg State: TX Zip: 78541

NOTIFICACIÓN

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

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



University Dr. (S.H.107)

8th Ave.

* All of this without alcohol on premises. I'm afraid the situation will get worse if permit gets approved.



PID: 164864 ALMADA SANDRA LICON

1800 EAST HWY 83

MISSION, TX 78572-9202

PID: 164861 AMISTAD PRIMARY HOME CARE INC

119 N 9TH AVE

EDINBURG, TX 78541-3311

PID: 164823 CITY OF EDINBURG

415 W UNIVERSITY DR

EDINBURG, TX 78539-4353

PID: 164824 CITY OF EDINBURG

415 W UNIVERSITY DR

EDINBURG, TX 78539-4353

PID: 164825 CITY OF EDINBURG

PO BOX 1079

EDINBURG, TX 78540-1079

PID: 165052 CORONADO MARIA TERESA

1708 POST OAKS RD

EDINBURG, TX 78539-6936

PID: 164862 GUERRA RICARDO ET AL

113 N 9TH AVE

EDINBURG, TX 78541-3311

PID: 164859 JM MEJIA PROPERTIES LLC

421 PLANTATION DR

PHARR, TX 78577-6963

PID: 164866 LICON ALMADA FAMILY LIMITED
PARTNERSHIP

3530 PLAZAS DEL LAGO DR

EDINBURG, TX 78539-7700

PID: 165054 MCKNIGHT A D SANDRA G SALINAS

310 W UNIVERSITY DR

EDINBURG, TX 78539-3302

PID: 164863 ALMADA SANDRA LICON

1800 EAST HWY 83

MISSION, TX 78572-9202

PID: 165053 CABALLERO ARMANDO & LETISIA
MORENO

1207 JOANN ST

EDINBURG, TX 78539-6017

PID: 164822 CITY OF EDINBURG

415 W UNIVERSITY DR

EDINBURG, TX 78539-4353

PID: 164868 CITY OF EDINBURG

PO BOX 1079

EDINBURG, TX 78540-1079

PID: 164855 CITY OF EDINBURG

PO BOX 1079

EDINBURG, TX 78540-1079

PID: 165055 GARCIA JOSE E

4311 N MCCOLL RD

MCALLEN, TX 78504-2446

PID: 164872 HIDALGO COUNTY

505 S MCCOLL RD

EDINBURG, TX 78539-2915

PID: 164867 LICON ALMADA FAMILY LIMITED
PARTNERSHIP

3530 PLAZAS DEL LAGO DR

EDINBURG, TX 78539-7700

PID: 164865 LICON ALMADA FAMILY LIMITED
PARTNERSHIP

3530 PLAZAS DEL LAGO DR

EDINBURG, TX 78539-7700

PID: 164858 MEJIA JAVIER HABIB

314 W MCINTYRE ST

EDINBURG, TX 78541

OWNER NOTIFICATION LIST REPORT

PID: 164860 SEPULVEDA MAYRA PATRICIA
4913 N 3RD ST
MCALLEN, TX 78504-2890

PID: 164857 SHAWN MARI
318 W MCINTYRE ST
EDINBURG, TX 78541-3342

PID: 164856 VASQUEZ GUADALUPE III & NANCY E
1201 S SUGAR RD
EDINBURG, TX 78539-5350

ORDINANCE NO. _____

AN ORDINANCE GRANTING A SPECIAL USE PERMIT FOR THE ON-PREMISE CONSUMPTION OF ALCOHOLIC BEVERAGES, EDINBURG TOWNSITE SUBDIVISION, LOTS 7 & 8, BLOCK 229, LOCATED AT 310 WEST MCINTYRE STREET, 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, Jace Hughes, on behalf of JM Mejia Properties, LLC. 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 & 8, Block 229, located at 310 West McIntyre Street, 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 Jace Hughes for On-Premise Consumption of Alcoholic Beverages for the existing food truck park, located at Edinburg Townsite Subdivision, Lots 7 & 8, Block 229, 310 West McIntyre Street, 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 **November 10, 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 existing food truck park.

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 7th day of January, 2025.

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: January 7, 2025

ORDINANCE

Agenda Item No: 8.A.

Special Use Permit - "3rd Annual Bayou Brewfest, Presented by The Edinburg Rotary Club"

1. Agenda Item:

Consider Ordinance Providing for a Temporary Special Use Permit for a Special Event for the "3rd Annual Bayou Brewfest, Presented by The Edinburg Rotary Club" to be Held March 29, 2025, at the City of Edinburg ACE Building and Amphitheater Area Located at 201 W. McIntyre Street, as Requested by Danny Torres on Behalf of the Edinburg Rotary Club. [Jaime Acevedo, Director of Planning and Zoning]

2. Description:

A Temporary Special Use Permit is being processed for a Special Event for "3rd Annual Bayou Brewfest, Presented by The Edinburg Rotary Club" to be held March 29, 2025. Set up of the event will begin the day before on March 28, 2025. This request is being coordinated through the Parks and Recreation, Police, Solid Waste, Public Works, Fire, and Code Enforcement Departments.

3. Staff's Recommendation:

The Planning and Zoning staff recommends approval of the Temporary Special Use Permit for a Special Event for the "3rd Annual Bayou Brewfest, Presented by The Edinburg Rotary Club" to be held March 29, 2025, at the City of Edinburg ACE Building and Amphitheatre Area with the conditions that the event meets all City requirements.

Reviewed by:

Jesus Saenz, Assistant City Manager

Prepared by:

Jaime Acevedo, Director of
Planning and Zoning

Attachments:

- A. City Council Agenda Packet Attachments
- B. Hold Harmless Agreement
- C. Ordinance

MEETING DATES:
CITY COUNCIL – 01/07/2025
DATE PREPARED – 12/16/2025

STAFF REPORT
GENERAL INFORMATION

<u>APPLICATION:</u>	Temporary Special Use Permit for a Special Event for “3 rd Annual Bayou Brewfest, Presented by The Edinburg Rotary Club”
<u>APPLICANT:</u>	Edinburg Rotary Club
<u>AGENT:</u>	Danny Torres
<u>LEGAL:</u>	Property Id: 164823 and 164822
<u>LOCATION:</u>	Located at 201 West McIntyre Street
<u>LOT/TRACT SIZE:</u>	N/A
<u>CURRENT USE OF PROPERTY:</u>	Edinburg Amphitheatre Area
<u>PROPOSED USE OF PROPERTY:</u>	Outdoor Event “Food and Beer Festival”
<u>EXISTING LAND USE/</u>	City of Edinburg ACE Building and Amphitheatre Area
<u>ADJACENT ZONING:</u>	North – Residential, Multi-Family (RM) District and Residential, Primary (RP) District South – Down Town District (DT) District East - Down Town District (DT) District West - Down Town District (DT) District
<u>LAND USE PLAN DESIGNATION:</u>	Commercial
<u>ACCESS AND CIRCULATION:</u>	This property has access onto West McIntyre Street a two (2) lane collector roadway
<u>PUBLIC SERVICES:</u>	Public utilities are readily available to serve the site.
<u>RECOMMENDATION:</u>	Staff recommends approval of the temporary special use permit for the “3 rd Annual Bayou Brewfest, Presented by The Edinburg Rotary Club” A comprehensive evaluation is on the following page(s).

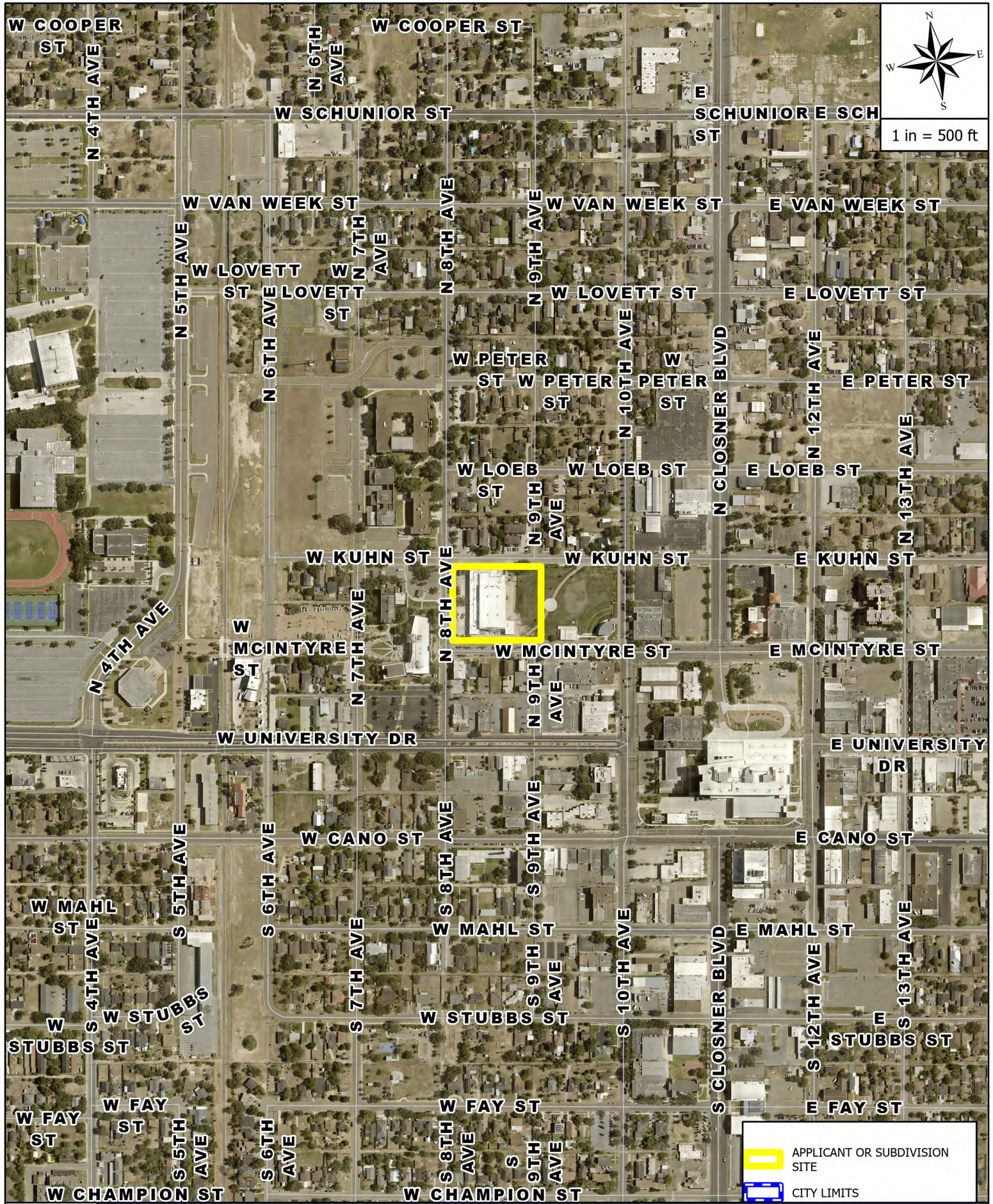
SPECIAL USE PERMIT

“3RD ANNUAL BAYOU BREWFEST, PRESENTED BY THE EDINBURG ROTARY CLUB”

EVALUATION AND CONDITIONS FOR APPROVAL

The following is the staff’s evaluation and conditions for approval of this application for the “3rd Annual Bayou Brewfest, Presented by The Edinburg Rotary Club”

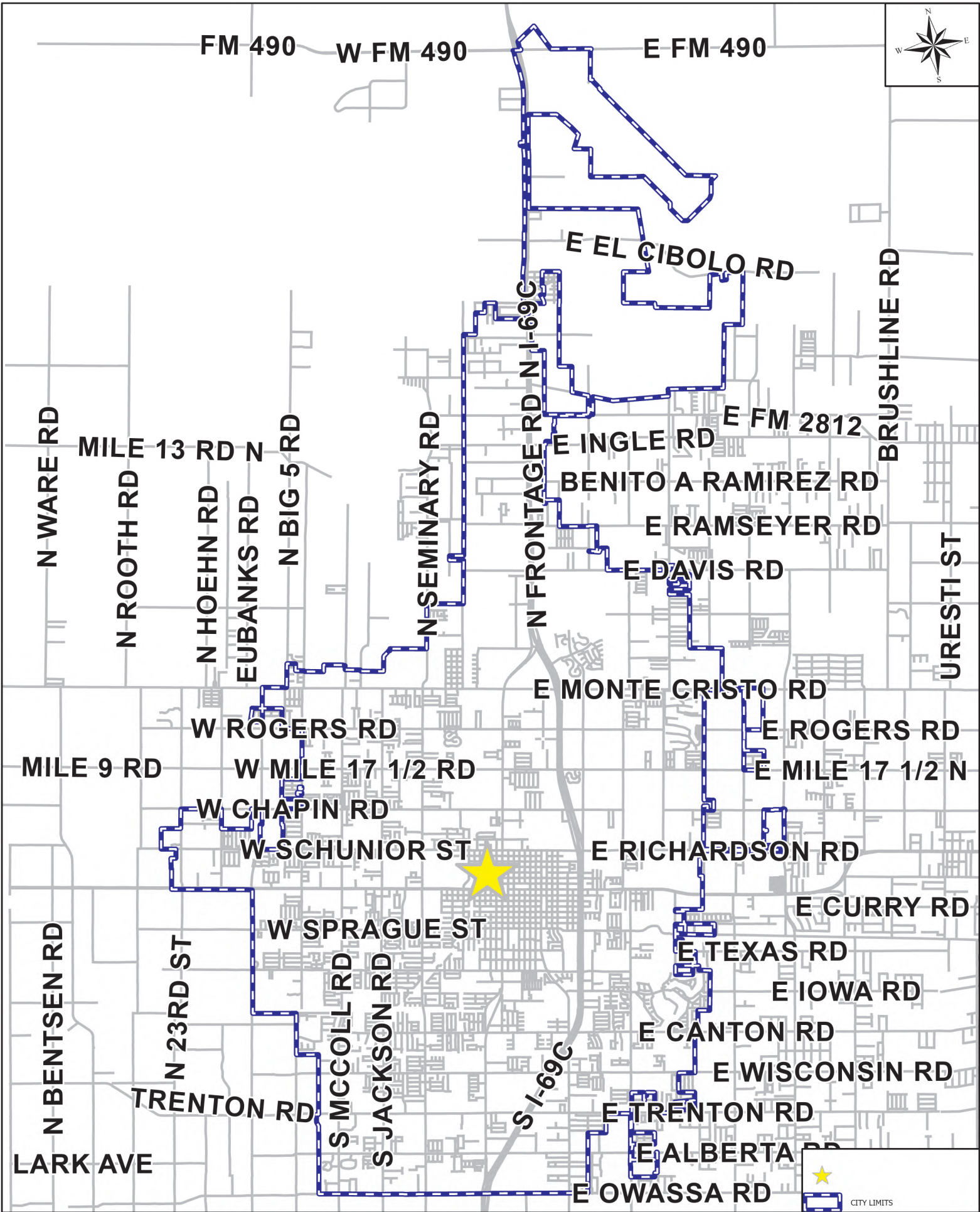
1. **Duration:** The proposed day and hours requested by the applicant are March 29, 2025, from 11:00 A.M. –11:00 P.M. The event must meet the days and hours of operation and must meet Section 130.22 Curfew Hours of the Code of Ordinances.
2. **Access Control:** The main access for this event will be from West McIntyre Street and various other intercity streets in the Downtown District.
3. **Security Services:** Security services are provided by off-duty city police officers until the time of closing of the operation.
4. **Sanitation:** The applicant must provide roll-off containers from the Solid Waste Department for this event.
5. **Electric and Lighting:** Outdoor events will be provided with electrical generators if necessary.
6. **Noise:** Maximum noise levels may be established. The levels shall be based on the distance of the site to adjoining residential uses and any history of complaints about similar events.
7. **Site Restoration:** The applicant will maintain and clear the property.
8. **Liability Insurance:** The City is provided with and is included as an added insured in the liability insurance carried by the applicant.
9. **Indemnity:** The City is indemnified by the applicant of all liability in accordance with the provisions set out in a Hold Harmless Agreement between the applicant and the City.
10. **Health Permit:** A temporary health permit for food vendors must be obtained through the Code Enforcement Division.



AERIAL MAP

APPLICANT AND/OR SUBDIVISION:

SPCL-2024-0047 201 W MCINTYRE ST - EDINBURG ROTARY CLUB



Planning & Zoning

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



THE CITY OF
Edinburg

Special Use Permit Application: Events (Temporary Use Permit)

Date: **December 16, 2024**

ENERGOV CASE #: _____

1. Type of Event: **501 (C)(3) Non-Profit Fundraiser**
2. Name of Event: **Edinburg Rotary - Bayou Brewfest** Phone: **(956) 369-6799**
3. Fundraising Event? ☒ YES ☐ NO Does Event Sponsor have IRS 501(c)(3) status? ☒ YES ☐ NO
If fundraiser, please state use of proceeds: **Charitable & Humanitarian Service Projects**
4. Contact Name: **Michael Tamez**
5. Mailing Address: **2917 Leslie Street, Edinburg, Texas**
6. Email: **mtamez29@yahoo.com**
7. Address/Location of Event: **Promenade Park Amphitheater - 201 W. McIntyre Street, Edinburg**
8. Legal Description of Property: _____
9. Present Land Use **Amphitheater** Zoning District: _____
10. Days & Hours of Event: **Saturday March 29, 2025**

Michael Tamez

Name (Please type or print)


Signature

AMOUNT PAID \$ _____

RECEIPT NUMBER _____

Items Needed:

- ☐ **Sealed Survey or Metes and Bounds** (If acreage property)
- ☐ **Letter of Authorization from Owner** (If the applicant is not the owner of property)
- ☐ **Site Plan**
- ☐ **Letter of Proposal**
- ☐ **Insurance**

Fee: \$200

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

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



The Rotary Club of Edinburg

Presents

Bayou Brewfest

Saturday, March 29, 2025



Get ready to **Laissez les bons temps rouler** with Edinburg Rotary as we kick off a milestone **100 years** of service, leadership, and community impact! We're rolling into our **99th fiscal year** with President Manuel Cantu at the helm as our **99th president**, and we're cooking up something big for our centennial celebration. At **Bayou Brewfest 2025**, the fun, the brews, and the bayou vibes will be in full swing – but that's not all! As the night wraps up, we'll be kicking off our **100th year of Rotary** in true bayou style. You won't want to miss this epic celebration of nearly a century of giving back, building goodwill, and fostering leadership in our community. Let's raise a glass to the next 100 years – it's going to be one heck of a journey!

Local programs recently supported by Edinburg Rotary include Edinburg Arts Foundation, Friends of Ebony, Bringing Back Baffin Bay-Sarita Grant Global Project, Boys and Girls Clubs of Edinburg RGV, Buckner International, Career Pathways Service Project, Caritas Feed Fit N Read, Children's Advocacy Center of Hidalgo County, City of Edinburg Earth Day and Community Garden, Dustin Sekula Library, Edinburg Parks and Recreation Programs, Edinburg Park Bench Distribution, Foreign Exchange Student Program, Habitat for Humanity, Harwell Middle School Backpack and School Supply Donation, Hurricane Harvey Relief Fund, Juan Diego Catholic High School, Palm Valley Animal Shelter, Projecto Azteca, RGV Fans for Friends Project, RGV Friends and Families of Murdered Victims, RGV Food Bank/Hunters for the Hungry, Ronald McDonald House at Edinburg Children's Hospital, South Texas Juvenile Diabetes, Rotary 4-Way Test Speech Contest Scholarships, Rotary Youth Leadership Awards, Student-of-the-Month Program and Annual Scholarships to Edinburg high schools, UTPA Endowed Scholarships, UTPA Rotaract Club, Vannie Cook Cancer Center, Valley Relief Fund aiding flood victims in Louisiana, War Memorial of Texas, and 4-H Youth Leadership Camp.

International Programs target improvement of developing countries' infrastructures, education, and health services. Edinburg Rotary's assistance to the General Hospital of Reynosa, Mexico, Casa Amparo Orphanage and Casa Hogar Mami Orphanage both in Reynosa, Mexico, Guadalajara Adopt-a-Clinic, Days for Girls Hygiene Packets which are distributed to third world countries, and Edinburgh, Scotland's Girls' Toilet Project building toilets specifically for girls living in India are good examples. Among the most important of the International Projects is **PolioPlus** <https://www.rotary.org/en/end-polio>, which seeks to eradicate the polio virus from the world. Rotary, along with our partners has reduced polio cases by 99.9 percent worldwide since our first project to vaccinate children in the Philippines in 1979. In addition, Rotary Foundation Programs <https://www.rotary.org/myrotary/en/rotary-foundation> empower Rotarians to approach challenges such as poverty, illiteracy, and malnutrition with sustainable solutions that leave a lasting impact.

We are very grateful to those area businesses that sponsored Bayou Brewfest in 2024 and we hope you will want to assist us in 2025. Help us make our community and the world a safer and healthier place for everyone.



The Rotary Club of Edinburg

Presents

Bayou Brewfest

Saturday, March 29, 2025



Le Grande Monde ~ EVENT TITLE SPONSOR, \$10,000.00 cash sponsorship

- Priority Event Title Sponsor recognition and logo on all event-related marketing and promotional materials: flyers, emails, and posters, as well as thank you and publications including print and electronic media.
- Sponsorship recognition at all available food stations, bars and auction boards
- Prominent name display banner via electronic media at the event
- 2 Reserved tables with 20 tickets and 10 Bayou Brewfest logoed Stanley beer steins
- VIP parking spaces for 4 vehicles the evening of the event
- **Bayou Brewfest Private Pre-Party early access hosted by the Edinburg Cultural Arts Division.**

Très Grand Bon Temps Sponsor, \$5,000.00 cash sponsorship/VIP Package

- Selection of sponsorship from available food stations, bars, or entertainment
- Prominent name display banner via electronic media at the event
- Priority listing in all promotional and thank you publications including print and electronic media
- 1 Reserved table with 10 complimentary tickets and 10 Bayou Brewfest logoed Stanley beer steins.
- VIP parking spaces for 4 vehicles the evening of the event
- **Bayou Brewfest Private Pre-Party early access hosted by the Edinburg Cultural Arts Division.**

Le Grand Bon Temps Sponsor, \$2,500.00 cash sponsorship/ Table Sponsorship

- Name display banner via electronic media at the event
- 10 complimentary tickets to Bayou Brewfest with reserved table.
- 5 Bayou Brewfest logoed Stanley beer steins.
- Listing in all promotional and thank you publications including print and electronic media

Le Bon Temps Sponsor, \$1,000.00 cash sponsorship

- Name display banner via electronic media at the event
- 5 complimentary tickets to Bayou Brewfest
- 5 complimentary 16 oz Rotary beer glass
- Listing in all promotional and thank you publications including print and electronic media

 Search here





 78°

 42 AQI



Arts, Culture, and Events Center - ACE...

Michigan Climate Control

Edinburg Volunteer Fire Department Museum

Promenade Park Amphitheater

Vidaurre, R & Reyna, L

STATE OF TEXAS

COUNTY OF HIDALGO

CITY OF EDINBURG

§
HOLD HARMLESS AGREEMENT
§

This agreement is entered into this 7th day of January 2025, by and between the City of Edinburg, Edinburg Rotary Club.

INDEMNITY

To the maximum extent allowed by law, the undersigned, Edinburg Rotary Club, its agents, employees and/or representatives (Indemnitor), agrees to hold harmless, indemnify, and defend the following:

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

(collectively referred to as Indemnatee) from and against any and all causes of action, claims, liabilities, obligations, judgments, losses, or damages, including reasonable attorneys' fees and costs of litigation ("claims") arising out of, or in connection with, the Temporary Special Use Permit granted January 7, 2025, for the "3rd Annual Bayou Brewfest, Presented by The Edinburg Rotary Club" to be held March 29, 2025, at the City of Edinburg ACE Building and Amphitheatre Area located at 201 W. McIntyre Street, Edinburg, Hidalgo County, Texas.

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

EXECUTED this the 7th day of Janaury, 2025.

CITY OF EDINBURG

BY: _____
Myra L. Ayala, City Manager

APPROVED AS TO FORM

Indemnitor

BY: _____
Josephine Ramirez-Solis, City Attorney

BY: _____
Daniel Torres,
Edinburg Rotary Club

ORDINANCE NO. _____

AN ORDINANCE GRANTING A TEMPORARY SPECIAL USE PERMIT FOR THE “3RD ANNUAL BAYOU BREWFEST, PRESENTED BY THE EDINBURG ROTARY CLUB” TO BE HELD MARCH 29, 2025, AT THE CITY OF EDINBURG ACE BUILDING AND AMPHITHEATRE AREA LOCATED AT 201 W. MCINTYRE STREET, AS PROVIDED IN ARTICLE 2.205 OF THE CITY OF EDINBURG UNIFIED DEVELOPMENT CODE, PROVIDING A REPEALER CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE; PROVIDING FOR CODIFICATION; PROVIDING A WAIVER OF THE THREE (3) SEPARATE READINGS; AND ORDAINING OTHER PROVISIONS RELATED TO THE SUBJECT MATTER THEREOF

WHEREAS, The Edinburg Rotary Club, have applied for a Temporary Special Use Permit under Article 2.205 of the Unified Development Code of the City of Edinburg, Texas for the “3rd Annual Bayou Brewfest, Presented by The Edinburg Rotary Club” to be held March 29, 2025; and,

WHEREAS, this type of activity is prohibited by said Unified Development Code unless a Temporary Special Use Permit is granted; and

WHEREAS, the City Council of the City of Edinburg may by an affirmative two-thirds’ (2/3) vote grant by a temporary special use permit the location of this type of activity in any zoning district.

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

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

SECTION II. That a Temporary Special Use Permit under Article 2.205 of the Unified Development Code of the City of Edinburg, Texas, be granted to the Edinburg Rotary Club, for the “3rd Annual Bayou Brewfest, Presented by The Edinburg Rotary Club” to be held March 29, 2025, at the City of Edinburg ACE Building and Amphitheatre Area located at 201 W. McIntyre Street, Edinburg, Hidalgo County, Texas, with the following conditions:

1. **Duration:** The proposed day and hours requested by the applicant are March 29, 2025, from 11:00 A.M. –11:00 P.M. The event must meet the days and hours of operation and must meet Section 130.22 Curfew Hours of the Code of Ordinances.
2. **Access Control:** The main access for this event will be from West McIntyre Street and various other intercity streets in the Downtown District.
3. **Security Services:** Security services are provided by off-duty city police officers until the time of closing of the operation.
4. **Sanitation:** The applicant must provide roll-off containers from the Solid Waste Department for this event.
5. **Electric and Lighting:** Outdoor events will be provided with electrical generators if necessary.
6. **Noise:** Maximum noise levels may be established. The levels shall be based on the distance of the site to adjoining residential uses and any history of complaints about similar events.
7. **Site Restoration:** The applicant will maintain and clear the property.
8. **Liability Insurance:** The City is provided with and is included as an added insured in the liability insurance carried by the applicant.
9. **Indemnity:** The City is indemnified by the applicant of all liability in accordance with the provisions set out in a Hold Harmless Agreement between the applicant and the City.
10. **Health Permit:** A temporary health permit for food vendors must be obtained through the Code Enforcement Division.

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

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

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

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

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

READ, CONSIDERED, PASSED AND APPROVED at a regular meeting of the City Council of the City of Edinburg, Texas at which a quorum was present and which was held in accordance with V.T.C.A., Government Code, Section 551.041, on the 7th day of January, 2025.

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: January 7, 2025

VARIANCE

Agenda Item No: 9.A.

Variance Request - SOTEX Engineering, LLC.

1. Agenda Item:

Consider Variance Requests to the City's Unified Development Code, Article 3, Division 3.200, Section 3.202, Nonresidential and Mixed-Use Building Placement Standards, for EB Estates Subdivision, Being a 0.692 Acre Tract of Land Out of Lot 8, Block 280, Texas-Mexican Railway Company's Survey Subdivision, According to the Plat thereof Recorded in Volume 24, Pages 168-171, Hidalgo County Map Records, Located at 5219 West S.H. 107, as Requested by SOTEX Engineering, LLC. [Jaime Acevedo, Director of Planning & Zoning]

2. Description:

The property is located on the north side of West State Highway 107 approximately 213 feet east of Cuco Lane and is within the City of Edinburg City Limits. The 0.692 acre tract currently has an existing structure. The proposed development is for one commercial lot and keep the existing building for future expansion. The preliminary plat of EB Estates Subdivision was presented to Planning & Zoning Commission on December 14, 2024, for preliminary plat approval. SOTEX Engineering, LLC on behalf of the developer, is requesting a variance to the City's Unified Development Code (UDC) for the aforementioned subdivision.

Variance Request: Article 3, Table 3.202-2, Nonresidential and Mixed-Use Building Placement Standards

This requested variance is to Article 3, Table 3.202-2, as it applies to building setbacks. The developer is required to comply with the current building placement standards for Nonresidential Uses. The developer is requesting a 10 ft. front setback to avoid demolition costs and additional constructional cost for a new building. This request does not comply with the minimum 25 ft. Front Setback as per the City's Unified Development Code.

On December 12, 2024, the Planning & Zoning Commission recommended with a unanimous vote of 6-0 to deny the Variance Request.

3. Staff's Recommendation:

Staff recommends denial of the variance request, the intent on bringing the property to compliance will require they meet all current UDC requirements.

Reviewed by:

Jesus Saenz, Assistant City Manager

Prepared by:

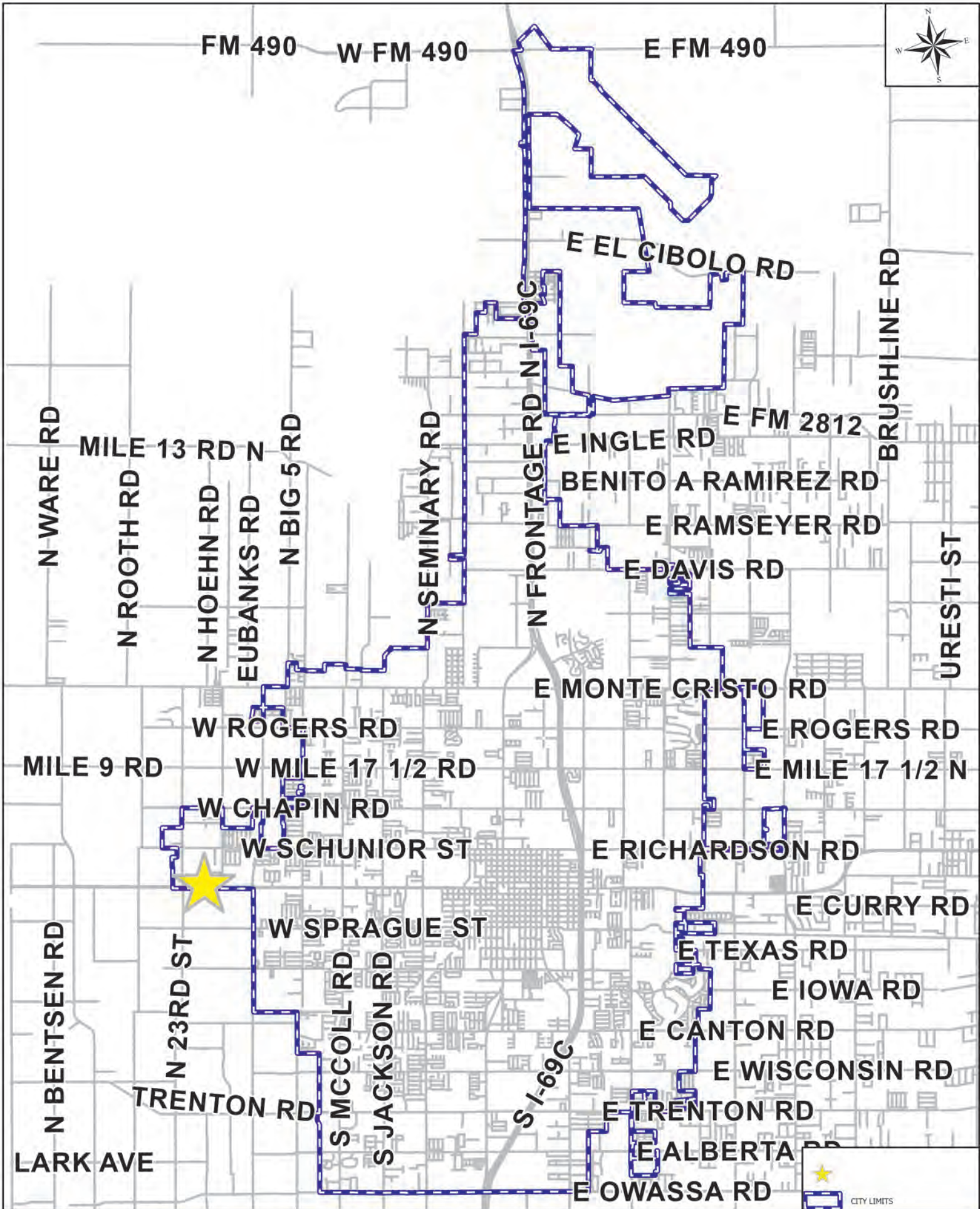
Jaime Acevedo, Director of
Planning and Zoning

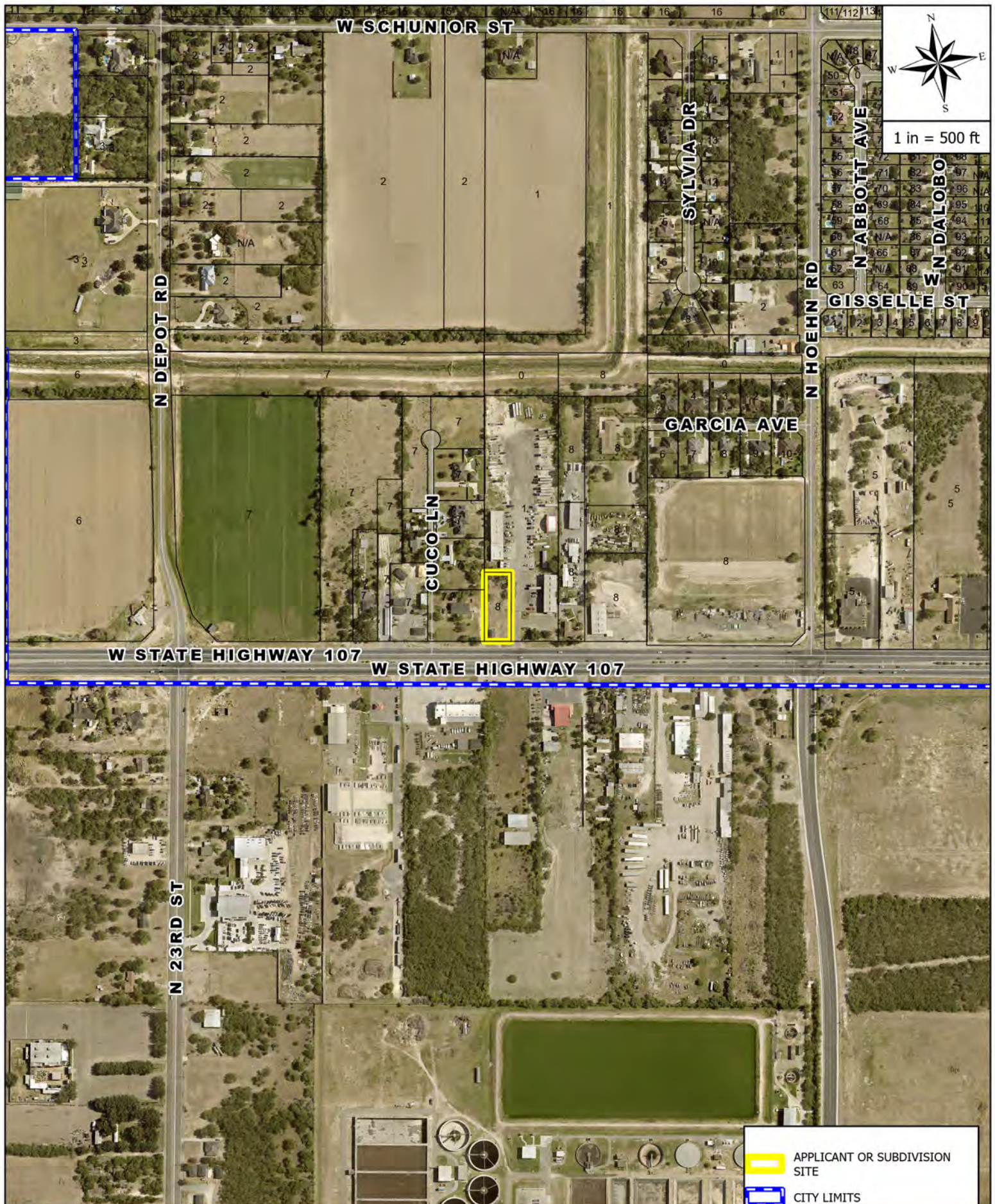
Attachments:

A. City Council Agenda Packet Attachments

Unified Development Code > Article 3 - Lot and Design Standards > Division 3.200, Standards for Nonresidential and Mixed-Use Development

Table 3.202-2 Nonresidential and Mixed-Use Building Placement Standards				
District and Use	Minimum			
	Build-To Line (ft.)	Front and Exterior Side Yard (ft.)	Side Yard (ft.)	Rear Yard (ft.)
Urban University (UU)				
University Buildings	NA	40	30	40
All other nonresidential uses	NA	40	10	30
Downtown (DT)				
Commercial retail	0	NA	0	0
Office and service	0	NA	0	0
Mixed Use	0	NA	0	0
All other nonresidential uses	0	NA	0	0
Commercial, Neighborhood (CN)				
Commercial retail	NA	25	5	10
Offices and service	NA	25	5	10
All other nonresidential uses	NA	25	10	25
Commercial, General (CG)				
Commercial retail	NA	25	8	10
Offices and lodging	NA	25	10	10
Services	NA	25	10	10
Industrial	NA	25	10	10
Self-Storage	NA	25	10	10
All other nonresidential uses	NA	25	10	10
Industrial, Light (IL)				





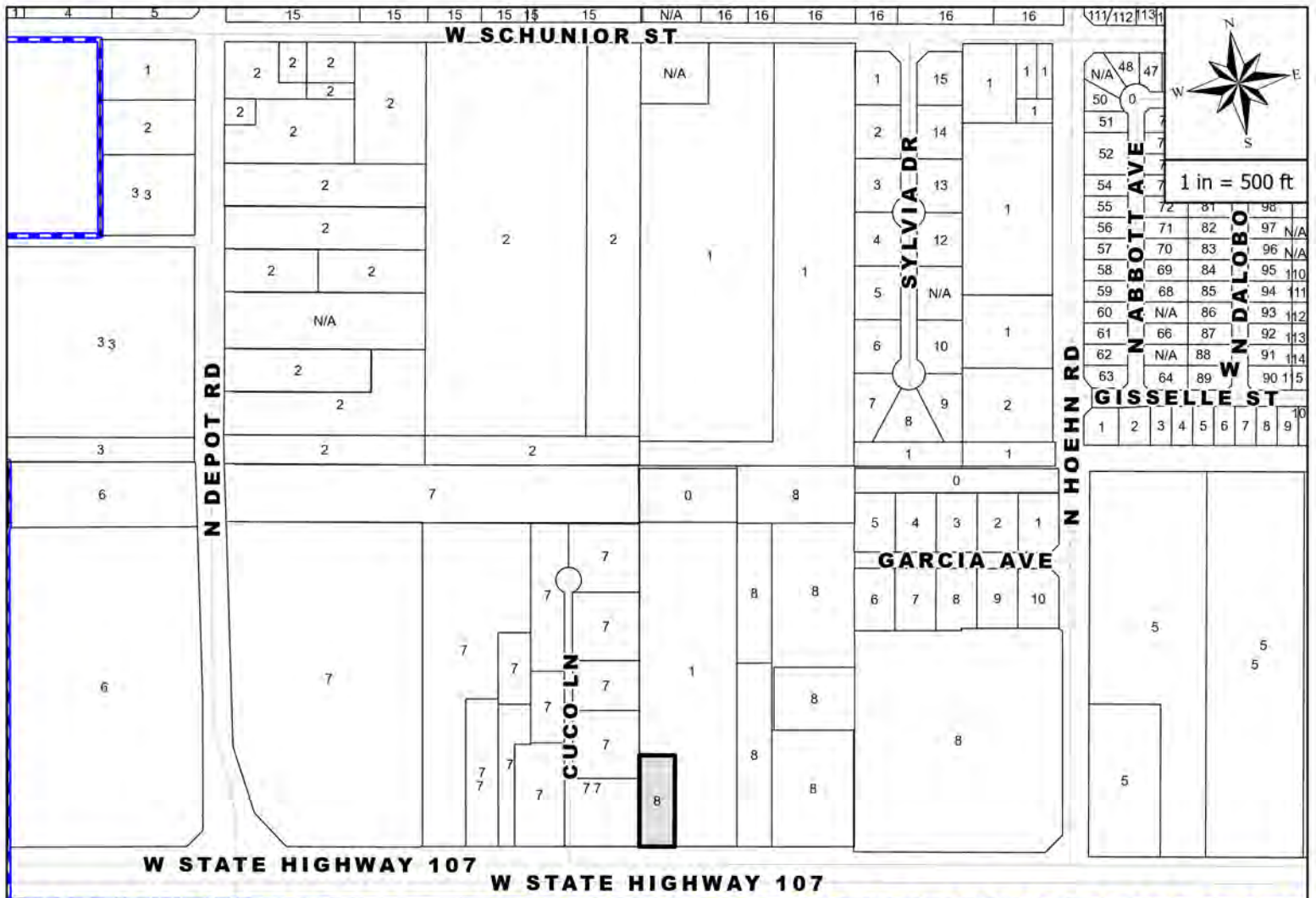
-  APPLICANT OR SUBDIVISION SITE
-  CITY LIMITS



AERIAL MAP

APPLICANT AND/OR SUBDIVISION:

PLAT-2024-0300 EB ESTATES



MAILOUT AND SITE MAP

APPLICANT AND/OR SUBDIVISION:

PLAT-2024-0300 EB ESTATES

Planning & Zoning

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



THE CITY OF
Edinburg

Subdivision Variance Application

ENERGOV CASE #

VAR-2024-0256

Submittal Date: October 10, 2024

Legal Description:

HCAD Property ID #: 297700

0.692 ACRES OF LAND OUT OF LOT 8, BLOCK 280, TEXAS-MEXICAN RAILWAY COMPANY'S SURVEY,

RECORDED IN VOLUME 24, PAGES 168-171, DEED RECORDS HIDALGO COUNTY

Variance Requested (Identify section of Unified Development Code):

The property is currently zoned as Commercial General (CG). Commercial General requires a Front Yard Setback of 25' as outlined in Table 3.202-2 of Article 3, Division 3.200, Section 3.202. The request is to adjust the setbacks for the proposed plat to 25' in the front, 10' for side setbacks and 10' for the rear setback.

Reason for Request (hardship/extraordinary and exceptional conditions):

There is an existing building on the current property. The owner would like to keep this building and remodel it to the required building code adopted by the City of Edinburg for a professional style office space combined with the future office spaces to be constructed adjacent to the building. The owner would like to keep this building to avoid demolition costs and additional construction costs for a new building. The existing building is approx. 11.9ft from the property line. The front set back is requested to be at 10ft.

Patricia Trevino

Property Owner (Print legibly or type)

P.O. Box 4156

Address

Mission, Texas 78573

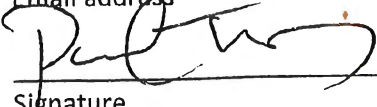
City, State, Zip

(307) 351-1738

Telephone

paul@rgvsunrise.com

Email address


Signature

Israel Gaona, P.E., CFM

Applicant / Agent (Print legibly or type)

538 S. Texas Blvd. Suite 7

Address

Weslaco, Texas 78596

City, State, Zip

(956) 472-0917

Telephone

israel@sotexengineering.com

Email address


Signature

Receipt #

(\$450 Application Fee):

Received By: Anaisha C.



CITY OF EDINBURG - CITY COUNCIL

Meeting Date: January 7, 2025

CONTRACTUAL

Agenda Item No: 10.A.

Job Task Order No. 1 - Supreme Engineering

1. Agenda Item:

Consider Authorizing the City Manager to Enter Into Job Task Order No. 1 for Professional Services for SH 107 Pedestrian Improvements and Beautification, with Supreme Engineering for an Amount Not to Exceed \$249,000.00 and Execute Any Documents Related Thereto Pursuant to City's Ordinances and Procurement Policies. [Mardoqueo Hinojosa, P.E., CFM, City Engineer]

2. Description:

The SH 107 Improvements project involves the construction of a roundabout around the courthouse square and the reconstruction of SH 107. The reconstruction area, as part of the drainage project, spans from 10th Avenue to Vera's Meat Market, located east of I-69C. The drainage enhancements aim to alleviate issues in the city's downtown area.

Pedestrian sidewalks and beautification elements were not included in the drainage project scope. To address these gaps, City staff has requested a proposal from Supreme Engineering for the engineering plans to incorporate sidewalks and beautification throughout the corridor not covered in the existing project. This proposal includes the use of brick pavers and landscaping designed to match the aesthetic of the McIntyre area. The pedestrian and beautification improvements will extend from the courthouse area to I-69C.

3. Staff's Recommendation:

Approve Authorizing the City Manager to Enter Into Job Task Order No. 1 for Professional Services for SH 107 Pedestrian Improvements and Beautification, with Supreme Engineering for an Amount Not to Exceed \$249,000.00 and Execute Any Documents Related Thereto Pursuant to City's Ordinances and Procurement Policies.

Reviewed by:

Tomas Reyna, Assistant City Manager

Prepared by:

Mardoqueo Hinojosa, City Engineer

Attachments:

A. Job Task Order No.1 - SH 107 Beautification

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 SUPREME ENGINEERING
PLLC. FOR PROFESSIONAL ENGINEERING
SERVICES FOR THE SH 107
BEAUTIFICATION 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 Supreme Engineering PLLC. (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 SH 107 Beautification Project 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 SH 107 Beautification Project, at the amount not to exceed the proposed amount of \$249,000.00 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

SUPREME ENGINEERING, PLLC.

BY: _____
Omar Cano, P.E., C.F.M
President
135 Paseo Del Prado, Suite 7
Edinburg, Texas 78539
Phone: (956) 272-2246
Email: omar.cano@supremeengineering.com

**Attachments: Exhibit "A" Proposal of Job Task Order 1
Exhibit "B" Agreement
Exhibit 'C" Certificate of Insurance**

EXHIBIT “A”

Professional Engineering Services – City of Edinburg SH 107 Beautification

9/18/2024

Mardoqueo Hinojosa, P.E., C.F.M., C.P.M.
City Engineer
415 W. University Dr.
Edinburg, Texas 78539

Reference: Professional Engineering Services Proposal – SH 107 Beautification

Mr. Hinojosa,

Supreme Engineering is delightful to offer the City of Edinburg with a wide range of design, management and construction inspection services. On August 12th 2024, City of Edinburg requested a proposal for Professional Engineering Services to design a pedestrian walkway within the existing SH 107 (University Dr.) right of way (ROW) from the Hidalgo County Court House to Expressway 281 (Interstate 69C); therefore, Supreme Engineering proposes to provide Design Engineering, Topographic Surveying, Landscaping and Electrical design services based on the scope of work below for the **Lump Sum of \$249,000**. This scope is intended to fulfill your requirements to deliver final approved plans of the aforementioned project.

Scope or Services

Basic Engineering Services:

- *Topographic Survey* – Conduct a detail Topographic survey within SH 107 right of way (ROW).
 - *ROW* – Established ROW
 - *Existing Site Plan* – Prepare existing conditions plans.
 - *Demo Plan* – Demolition plan to remove all existing sidewalks and structures.
 - *Preliminary Layout* – Prepare a conceptual plan for preliminary review with owner.
 - *Utility plan* – Add and adjust existing utilities such as but not limited Storm sewer, water, sanitary sewer design.
 - *Grading Plan* – Prepare a detail grading plan to accordingly match existing structures.
 - *Erosion Plans* – Erosion & Sedimentation control plans.
 - *Permits* – TxDOT permit to work within ROW.
 - *Standard Site Details & General Notes*.
 - *Drainage Calculations as required*.
 - *Coordination* – Coordinate with neighbors during the design stage.
 - *Other Permits* - Utility agencies plan, reports & applications
 - *Bid* – Prepare and coordinate the Bid Process
 - *Administration* – Review payment applications and on-call for design questions and/or conflicts.
-

Special Services:

- **Landscaping, Irrigation and Electrical Services Design Services**
 - Prepare drawings as required to illustrate the design intent including planting, irrigation, site furnishings, and landscape lighting plans.
 - Submit the plans, details, cost opinion, and other deliverables as appropriate comprising the design development submittal to the Client for review and approval.
 - Prepare documents suitable for review for compliance with applicable governmental requirements address timely and applicable review comments received from agencies and revise the Construction Documents for compliance when required.
 - Services includes design, bidding and administration services.
-

The price above reflects what Supreme believes the scope should include to complete the project. If you have any questions or concerns, please call to discuss the scope of work included in this proposal or if you believe changes to the scope are required.

Breakdown of Lump Sum Fee Invoice Proposal:

Design Phase	
Topographic & Existing Conditions	\$ 65,000.00
Established ROW	\$ 20,000.00
Preliminary Plan Pattern Layout	\$ 35,000.00
Preliminary Design Plans	\$ 45,000.00
Final Design Plans	\$ 60,000.00
Construction Phase	
Support for Construction - Project Closeout	\$ 24,000.00
Total	\$ 249,000.00

If you have any questions concerning this Proposal or our services, please call us at (956) 272-2246. We look forward to becoming a valued member of your team.

Sincerely,

A blue ink signature of Omar Cano, consisting of stylized, overlapping loops and lines.

Omar Cano, President

EXHIBIT “B”

STATE OF TEXAS	§	AGREEMENT BETWEEN THE CITY OF
COUNTY OF HIDALGO	§	EDINBURG AND SUPREME ENGINEERING,
CITY OF EDINBURG	§	PLLC. FOR PROFESSIONAL LAND SURVEYING
		SERVICES PURSUANT RFQ NO. 2024-007

The City of Edinburg, Hidalgo County, Texas, a municipal corporation, (hereinafter “City”) and **Supreme Engineering, PLLC.** (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 Land Surveying Services, and or other as-needed services as stated in Exhibit “A”, and

WHEREAS, Consultant has the professional knowledge and abilities to perform land surveying 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 affect 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

SUPREME ENGINEERING, PLLC.

BY: _____

Omar Cano, P.E., C.F.M.
President
135 Paseo Del Prado, Suite 7
Edinburg, Texas 78539
Phone: (956) 272-2246
Email: omar.cano@supremeengineering.com

Attachments: Exhibit "A" RFQ 2024-007, Scope of Services and Proposal
Exhibit "B" Insurance

**EXHIBIT "A" TO AGREEMENT BETWEEN THE CITY OF EDINBURG AND
SUPREME ENGINEERING, PLLC. FOR LAND SURVEYING SERVICES PURSUANT
TO RFQ NO. 2024-007**

Land Surveying Services Rotation

RFQ No. 2024-007

July 16, 2024





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Section 1

Transmittal Letter





135 Paseo del Prado Ste. 7
Edinburg, Texas 78539
Firm No. 10194901
(956) 403-1314

July 16th, 2024

Clarice Yvette Balderas

City Secretary
City of Edinburg
415 W. University Drive
Edinburg, Texas 78539

Re: RFQ No. 2024-007 – Land Surveying Services Rotation

Dear Ms. Balderas:

Supreme Engineering, PLLC (Supreme) is pleased to submit our Statement of Qualifications to City of Edinburg for the 2024 Professional Land Surveying Services.

Supreme has been providing Professional Services since 2019; therefore, we are confident that our company diverse team is qualified to serve the needs of City of Hidalgo and our communities. We are eager to demonstrate that our experience and motivation will produce a quality product that will meet your expectations. Our Team gained firsthand experience with municipal and county projects by means of employment; therefore, our Team is very familiar with City of Edinburg needs. The Team gained over twenty-five (25) years of combined experience and worked closely to plan, design, draft, and perform quality assurance on various projects.

We are looking forward to developing a continuous professional relationship with City of Edinburg.

Should you have any questions or need additional information, please feel free to call me as the main point of contact at 956-272-2246 or email me at omar.cano@supremeengineering.com.

Sincerely,

A handwritten signature in blue ink, appearing to read "Omar Cano", is written over a horizontal line.

Omar Cano, PE, CFM
President

Section 2

Firm Qualifications and Experience





FIRM QUALIFICATION AND EXPERIENCE

Supreme Engineering, PLLC (Supreme) understands that in order for City of Edinburg to proactively manage the City's needs, especially in efficient and timely manner to alleviate the City's infrastructure and to protect life and property for City of Edinburg's residents, businesses and surrounding jurisdictions, may contract with qualified engineering firms to assist with this endeavor. Road/Utility infrastructure and Drainage have had a major impact in City of Edinburg in the past years. This has impacted the city economically, and it has reached the residents Citywide. Many state and federal agencies have open new grant and loan opportunities to mitigate the latest natural disaster declarations allowing City of Edinburg the opportunity to seek assistance from these federal and state agencies to assist with major infrastructure which will results in benefits for the residents.

Land Surveying

Supreme surveyor has experience with preparation of the following surveying tasks in a timely manner as follows:

1. Boundary lines, giving length and bearing on each straight line; interior angles; radius, point of tangency, and length of curved lines. set iron pin (monument at property corners where none exists; drive pin 18" into ground, mark with wood stake; state on drawing whether corners were found or set and describe each.
2. Legal description, including measurements in recorded deeds for comparison with observed.
3. Area in square feet if less than one acre, in acres (to .001 acre) if over one acre.
4. Identify, jurisdiction and width of adjoining street and highways, width and how paved. identity of landmarks.
5. Plotted location of structures on the property and on adjacent property within 30 feet. dimension perimeters in feet and inches to nearest 1/2. state character and number of stories. dimension to property lines and other buildings. vacant parcels shall be noted "vacant".
6. Encroachments, including cornices, belt courses, etc., either way across property lines.
7. Fences and walls; describe. identify party walls and locate with respect to property lines.
8. Recorded or otherwise known easements and right-of-way; state owner of right.
9. Possibilities of prescriptive right-of-way and nature of each.
10. Anticipated street widening.
11. Individual lot lines and lot and block numbers. street numbers of buildings.
12. Sidewalks, curbs, gutters & drives on the block and extend to include the same across boundary streets.
13. Building line and setback requirements.

14. Names of owners of adjacent property.
15. Reconciliation or explanation of any discrepancies between survey and recorded legal description.
16. Title searches and title reports.
17. Right of Way acquisitions.

To complete the above tasks the surveyor shall have the minimum topography survey requirements:

1. All lines of levels shall be checked by separate check level lines or on previous turning points or benchmarks.
2. Traffic devices, signs, in connection with boundary streets.
3. Future plans of city, utility districts, and municipal utilities when such information is discovered in routine information gatherings.
4. Minimum of one permanent benchmark on site for each ten or less acres; description and elevation to nearest .01'.
5. Contours at 1 foot intervals; error shall not exceed one-half contour interval.
6. spot elevations at each intersection of a 20-foot square grid covering the property and if possible 5 foot grid interval (s) beyond.
7. Spot elevations at street intersections and at 5 feet on center on curb, sidewalk, and edge of paving including far side of paving. if elevations vary from established grades, state established grades, state established grades also.
8. Plotted location of structures, man-made and natural features; floor elevations at each entrance of building on property.
9. Location, size, depth and pressure of water and gas mains, and other utilities serving or on the property, valves, meters.
10. Location of fire hydrants available to property and size of main serving each.
11. Location of electric and telephone services and characteristics of service available.
12. Location, size, depth and direction of flow of sanitary sewers, storm drains and culverts serving or on property; location of catch basins and manholes and inverts of pipe at each; same at or in boundary streets.
13. Name of operating authority of each utility.
14. Mean elevation of water in any excavation, well or nearby body; flood level of streams.
15. Extent of watershed onto property. probability of freshets overrunning the site.
16. Locations of test borings if ascertainable and elevation of top of holes.
17. Trees of 3" and over (caliper 3' above ground) locate within 1' tolerance and give species.
18. Perimeter outline only of thickly wooded areas unless otherwise directed.
19. Location, size, elevation of elevated: piping insulated piping, conduit, pipe racks and supports; except that above building roofs.



20. Show dimensions and bearings of property boundaries, and plot all locatable title exceptions and easements on the survey map.
21. Show existence or non-existence of any encroachments and Right of Way.
22. The written legal description of the property and exhibit(s) for recording purpose.
23. Provide an area measurement within boundary lines.
24. Easements – all utility, city and private easements shall be shown and labeled.
25. Legal description and exhibit(s) for any easements where required.
26. Setbacks – building and parking setbacks shall be shown and noted for each property or zoning areas.
27. All above grade utilities, including but not limited to overhead electrical, telephone, cable, street lighting, and other electrical and communications equipment; location and rim elevations of sanitary and storm sewer structures, water main valves, and hydrants; gas valves and all other above grade utility equipment.
28. All underground utilities, including but not limited to storm, sanitary, water, gas, telephone, electrical, and cable. rim elevation, bottom of manhole, and all in and out inverts of utilities shall be noted. note: if any of these utilities do not exist within or directly adjacent to the survey area, surveyor shall locate the nearest available service connection which can be used for future service to site.
29. Provide on the survey a list of names, addresses, and phone numbers of all applicable utility companies.
30. Trees, shrubs, and planting areas: all trees 2" caliper and larger shall be labeled with caliper and species. all tree canopies shall be accurately shown.
31. All trees 6" caliper and larger shall be labeled with caliper and species. all tree canopies shall be accurately shown and areas of woods or shrubs accurately delineated.
32. Zoning of the property and all adjacent properties within 100' of the surveyed area.
33. Provide planning and zoning overlays.
34. Current flood plain information including FEMA regulatory 100-year and 500-year floodplain boundaries, notation of record flood event elevation (2008 flood), 100- year flood elevation and other DNR protected area boundaries.
35. All measurement tolerances provided on such surveys must be within readings for urban survey as specified on accuracy standards for ALTA/ACSM land title surveys.

Office Location

Supreme Engineering has its office in Edinburg Texas at 135 paseo del Prado Ste 7.



Firm's Capacity to Undertake the Project and Accomplish in the Required Time

- ✓ **Ability to Commence Services**
Supreme Engineering, PLLC is able to commence services immediately upon issuance of a Notice to Proceed.
- ✓ **Concurrent Projects**
Supreme Engineering, PLLC has a variety of government and private projects; however, we have the personnel and resources to avoid any interference with any projected awarded to Supreme Engineering.
- ✓ **Company Ownership**
Supreme Engineering, PLLC is a one owner company with healthy finances. Supreme is not for sale nor intend to be offer in the long future.
- ✓ **Litigations**
Supreme Engineering, PLLC has no past nor pending litigations.
- ✓ **Financials**
Supreme Engineering, PLLC is not in default in any loan or any other financial agreements with a bank or other financial institution.
- ✓ **Conflict of Interest**
Supreme Engineering, PLLC, owner/s, owners' family has no financial or other relationship with City employees, officers, City Council or committee members.
- ✓ **Insurance Claims**
Supreme Engineering, PLLC has no insurance claims in the past five years.
- ✓ **Affirmative Action Program**
Supreme Engineering, PLLC is committed to affording equal opportunity in employment to all individuals without regard to race, color, religion, sex or national origin.

Section 3

Team Member Qualifications and Experience





TEAM MEMBER QUALIFICATIONS AND EXPERIENCE

Supreme Engineering, PLLC (Supreme) has been providing professional surveying services to a variety of clients within the Rio Grande Valley. Supreme is registered with the Texas Board of Professional Engineers and Land Surveyors, Registration **No. 10194901**. Supreme staff has over 10 years of combined experience. Supreme is located locally in Edinburg, Texas, giving Supreme an edge when selected to provide services for projects within the City of Edinburg. Supreme is familiar with City of Edinburg's design standards and guidelines as well as County, State, and Federal regulations to assist with completing projects while complying with any applicable regulations. Supreme utilizes the latest CADD and GPS technology and equipment. Our firm is equipped with technology that will allow us to respond to our client's needs immediately.

Supreme currently employees registered professional land surveyor, engineer, surveyor & engineer designer, construction inspector, surveying technicians and sub-consult any professional service as deem necessary. Employees have a diverse background and are committed to delivering a quality product. Therefore, their diversity allows them to perform multiple duties to ensure that a project meets City of Edinburg's expectations and is delivered on time.





Omar Cano, PE, CFM

BS in Civil Engineering, Texas A&M University – Kingsville, Texas
Registration: Texas Professional Engineer 120081
Certified Floodplain Manager 2389-13N

Mr. Cano has performed work with public and private entities. His public service includes serving as Interim Director of Engineering for the City of Edinburg and he served as an Engineer for Hidalgo County Drainage District No. 1. Public service allowed Mr. Cano to coordinate with consultants, entities, and the public to resolve the infrastructure needs to the area. He is also familiar with the local municipal and state regulations required for design and construction and survey of engineering projects. Mr. Cano's experience includes designing and analyzing engineering work related to hydraulics and hydrology, preparing cost estimates and Preliminary Engineering Reports for a design that will serve the needs and budget, conducting and coordinating site visits to monitor the projects progress and contractors' performance. Mr. Cano has managed projects funded through TWDB / GLO. He will be responsible for final review of plans and will be sealing all designs. As Project Manager, Mr. Cano will be responsible for leading all tasks in the contract and overseeing all aspects of the day-to-day operations.

Mr. Cano is proficient in HEC-HMS and HEC-RAS, SEWER CAD, Windstorm, and AutoCAD/Civil 3D.

Trenton Drain Phase III – Project limits are from Southwest Trenton to North of Wisconsin to connect to the South Main Drain I in Edinburg. New ditch that serves 12 colonias to have a drainage outfall. 1.7 Miles of drainage ditch and 2 major crossings.

South Main Drain II Phase I Ditch Improvements – The project consisted of improving the existing South Main Drain II from McColl Road to I69C in Edinburg. The improvements consist of maximizing the cross sections of the ditch to take advantage of the existing ROW. This not only helps many existing subdivisions using it as an outfall but also will help other communities from western cities by reducing water surface elevation of the ditch.

City of Edinburg Jackson Rd Hike & Bike – Project limits are from Canton to Chapin, 2.8 miles, first of its class in Edinburg. The project consisted of rest areas and parking areas, designed for future connectivity to other cities.

Canton Heights Subdivision Development – Project limits are from I69C to Raul Longoria Road in Edinburg. The project consisted of improving the existing South Main Drain I to connect and accommodate the proposed new development's storm system.



Restituto (Sonny) Ascano III

BS of Science in Civil Engineering, Mapua Institute of Technology – Manila, Philippines
Registration: Texas Registered Professional Land Surveyor No. 6225

Mr. Ascano has forty-two (42) years of experience and is ready to contribute to everything from minor property surveys to major, multi-property undertakings. He is skilled in developing precise drawings from scratch based on recorded and field data. Coordinate with project engineer on final as-built drawings so department and customer had accurate record of final design implemented on site. Receive and review details from design professionals to determine precise measurements for drawing preparation.

Mr. Ascano had the opportunity to gain firsthand knowledge of the requirements set forth by the State of Texas for land surveying working on local surveying firms. He expand his knowledge in gather all researched documents, previous plats, existing maps, chain of title and existing easements pertaining to subject property in preparation for the survey crew to do their field work in accordance with the scope of work, monitor performance of project team members to provide performance feedback, write Metes and Bounds as clearly as possible and describe corners found or set on the ground, submit project deliverables to clients, consistently adhering to quality standards.

Mr. Ascano has been responsible for managing and verifying the accuracy of survey data, including measurements and calculations conducted on the ground, establish legal boundaries for sites based on legal deeds and titles, prepare or supervise the preparation of all data, plats, maps, records, calculations, and all related documents defining the survey, prepare or supervise writing descriptions for use in deeds, leases or other legal documents, conduct exhibit for ground surveys designed to establish baselines, elevations and other geodetic measurements, making sure that surveys conform with Texas Board of Professional Land Surveying Practices



Jose Luis Garcia, Jr.

Certificate in Civil Drafting – South Texas College

Mr. Garcia offers over fifteen (15) years of civil drafting experience. He is proficient in the following:

- Autodesk Land Desktop
- MicroStation V8i (Select Serie 4)
- Microsoft Office
- Geo Viewer
- AutoTurn
- Civil 3D
- Trimble GPS Equipment

He has performed boundary surveys and drafted for roadway, storm drainage, wastewater collection and water distribution design. Mr. Garcia has also drafted for commercial, public, and residential development. He has produced As-Builts, prepared presentation exhibits and has assisted with USIBWC levee gate structure plans. Mr. Garcia has also served as a survey technician and field crew member to perform boundary surveys. Currently Mr. Garcia is enrolled at Lone Star College Montgomery to assist him on becoming eligible to be a Professional Land Surveyor.



Certifications and Licenses

Supreme is registered with the Texas Board of Professional Engineers and Land Surveyors, Registration No. F-21135.





City of Edinburg
Land Surveying Services Rotation
RFQ No. 2024-007
July 16, 2024



Mr. Omar Cano, PE, CFM is a registered Professional Engineer in the State of Texas, License No. 120081.



Mr. Ascano is a registered Professional Land Surveyor in the State of Texas, License No. 10194901.



*Texas Board of
Professional Land Surveying*

Let it be known that

Restituto A. Ascano, III

*having met the requirements of the Professional Land Surveying Practices Act,
is hereby registered to practice Professional Land Surveying in the State of Texas
so long as such certificate is valid and in force through annual renewal, and
subject to the limitations of said Act as a*

Registered Professional Land Surveyor



Registration Number: 6225

*This Certificate of Registration is issued
under the hand and seal of the Board on
January 1, 2011*

Chair

Executive Director



Mr. Jose Luis Garcia, Jr. received a Certificate of Completion for Civil Drafting from South Texas College.



Section 4

References





CLIENT REFERENCES

In State References

Robert (Bobby) Salinas
City Manager | City of Alamo | 420 North Tower Road | Alamo, Texas 78516
956.787.0006 | bsalinas@alamotexas.org

Juan Pablo Terrazas, PE
Assistant City Manager | City of Mission | 1201 East 8th Street | Mission, Texas 78572
956.580.8650 | jpterrazas@missiontexas.us

Roberto Salinas, PE
General Manager | AGUA SUD | 3120 North Abram Road | Palmview, Texas 78572
956.585.2459 Ext. 101 | robertos@aguasud.com

David Suarez
Chief of Staff | Precinct 1 | 1902 Joe Stephens Ave #101 | Weslaco, Texas 78596
956.968.3181 | david.suarez@weslacotx.gov

Section 5

Insurance





INSURANCE CLAIMS

✓ **Insurance Claims**

Supreme Engineering, PLLC has no insurance claims in the past five years.

✓ **Affirmative Action Program**

Supreme Engineering, PLLC is committed to affording equal opportunity in employment to all individuals without regard to race, color, religion, sex or national origin.

Section 6

Professional Service Agreement





City of Edinburg
Land Surveying Services Rotation
RFQ No. 2024-007
July 16, 2024



July 16th, 2024

Clarice Yvette Balderas

City Secretary
City of Edinburg
415 W. University Drive
Edinburg, Texas 78539

Re: RFQ No. 2024-007 – Land Surveying Services Rotation

Dear Ms. Balderas:

Supreme Engineering, PLLC (Supreme) has read the Professional Services Agreement. The firm will meet the prerequisite insurance requirement, and the firm, if selected, agrees to enter in to such agreement.

We are looking forward to developing a continuous professional relationship with City of Edinburg.

Should you have any questions or need additional information, please feel free to call me as the main point of contact at (956) 272-2246 or email me at omar.cano@supremeengineering.com.

Sincerely,

A handwritten signature in blue ink, appearing to read "Omar Cano", written over a horizontal line.

Omar Cano, PE, CFM
President

Section 7

Contact Information





CONTACT INFORMATION

Primary Contact

Omar Cano, P.E., C.F.M.

President

135 Paseo del Prado Suite 7

Edinburg, TX 78539

(956) 272-2246

omar.cano@supremeengineering.com

Secondary Contact

Hector Garcia, PE, CFM

Project Engineer

135 Paseo del Prado Suite 7

Edinburg, TX 78539

(956) 403-1314

hector.garcia@supremeengineering.com

Section 8

Appendix A



CONFLICT OF INTEREST DISCLOSURE

Prospective contractors should carefully consider whether any of their activities may give rise to an improper conflict of interest situation. Conflict of interest situations that are not properly addressed can result in a loss of funding to a specific program and/or to the City of Edinburg, and in some cases can result in civil or criminal liability.

Organizations that may enter into a contract with the City of Edinburg should examine the following:

- Are any employees or board members of the organization,
 - a City of Edinburg employee or consultant who exercises program or project specific functions as part of their City position?
 - a member of a Board, Council or Committee that may participate in the City's selection or award process?
 - a City Official?

- Are any immediate family members or business associates of my employees or board member's,
 - a City of Edinburg employee or consultant who participates in the City's selection or award process as part of their City position?
 - a member of a Board, Council or Committee that may participate in the City's selection or award process?
 - a City Official?

- Will any of my employees or board members receive a financial interest or benefit from any project funded and administered through the City (other than employee salaries or personnel benefits)?

- Will any immediate family members or business associates of my employees or board members receive a financial interest or benefit from any project funded and administered through the City (other than employee salaries or personnel benefits)?

- To my knowledge, will my program or project have a financial effect on a City official or employee who exercises City-related functions, or an immediate family member or business associate of such person? For example, will any of these persons be receiving rental payments, other business income, or program services from my company or services offered?

If you can answer "yes" to any of these questions, it is possible that there may be a conflict of interest. You should review the rules below to determine whether an actual conflict situation is raised, and, if so, what action needs to be taken to avoid a violation of the law. You should contact City staff immediately if you suspect that there might be an issue.

Any contractor entering into an agreement with the City will be required to warrant and represent, to the best of his/her knowledge at the time the contract is executed, he/she is not aware of any improper conflict of

interest as described. Also, the contract will obligate contractors to exercise due diligence to ensure that no improper conflict situations occur during the contract.

The following Federal, State and local regulations and policies, govern projects funded through the City of Edinburg:

- * 2 CFR Part 200 [Subpart B 200.112 and Subpart D 200.318]
- * Texas Local Government Code Chapter 171.004
- * City of Edinburg Policies & Procurement Manual

Certification:

I, the undersigned, certify and report that to the best of my knowledge,

☒ I have no conflict of interest to disclose

☐ I have the following conflict of interest to disclose:

Date:

7/16/2024

Printed Name and Title:

Omar Cano, President

Company/Vendor Name:

Supreme Engineering, PLLC

Authorized Signatory:



COMPANY PROVIDING PROPOSAL GENERAL QUESTIONNAIRE

1. Name/Name of Agency/Company: Supreme Engineering, PLLC
(Full, correct legal name)
- Address: 135 Paseo del Prado Ste 7 Edinburg, TX 78539
 - Telephone/Fax: (956) 272-2246
 - Email address: omar.cano@supremeengineering.com
2. Does your Company anticipate any mergers, transfer of organization ownership, management reorganization, or departure of key personnel within the next twelve (12) months that may affect the organization's ability to carry out its submittal?
3. Yes ☐ No ☒
3. Is your Company authorized and/or licensed to do business in Texas?
Yes ☒ No ☐
4. Where is the Company's corporate headquarters located? Edinburg, Texas
5. a. Does the Company have an office located in Edinburg, Texas?
4. Yes ☒ No ☐
- b. If the answer to the previous question is "yes", how long has the Company conducted business from its Edinburg office?
- (years) (months)
- c. State the number of full-time employees at the Edinburg office. 9
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: Omar Cano
Address: 135 Paseo del Prado Ste 7 Edinburg, TX 78539
Telephone: (956) 272-2246
Fax: _____
Email: omar.cano@supremeengineering.com
8. Surety Information

Have you or the Company ever had a bond or surety instrument "called," canceled, or forfeited?

Yes () No (✓)

If yes, state the name of the bonding company, date, amount of bond and reason for such bond being "called," or its cancellation or forfeiture. _____

9. Bankruptcy Information

Have you or the Company ever been declared bankrupt or filed for protection from creditors under state or federal proceedings? Yes () No (✓)

If yes, state the date, court, jurisdiction, cause number, amount of liabilities and amount of assets. _____

10. Provide any other names under which your business has operated within the last 10 years.

N/A

LITIGATION DISCLOSURE FORM

Failure to fully and truthfully disclose the information required by this Litigation Disclosure form may result in the disqualification of your submittal from consideration or termination of the contract, once awarded.

1. Have you or any member of your Firm or Team to be assigned to this engagement ever been indicted or convicted of a felony or misdemeanor greater than a Class C in the last five (5) years?

Circle One

YES

☒ NO

- 1 Have you or any member of your Firm or Team to be assigned to this engagement ever been terminated (for cause or otherwise) from any work being performed for the CITY or any other Federal, State or Local Government, or Private Entity?

Circle One

YES

☒ NO

3. Have you or any member of your Firm or Team to be assigned to this engagement ever been involved in any claim or litigation with the CITY or any other Federal, State or Local Government, or Private Entity during the last ten (10) years?

Circle One

YES

☒ NO

If you have answered "Yes" to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your submittal.

HOUSE BILL 89 VERIFICATION

I, Omar Cano, the undersigned representative of
Supreme Engineering, PLLC, (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:

Omar Cano, President

TYPE/PRINT NAME AND TITLE:

7/16/2024

DATE:

SENATE BILL 13 VERIFICATION

I, Omar Cano, the undersigned representative of
Supreme Engineering, PLLC, (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:

Omar Cano, President

TYPE/PRINT NAME AND TITLE:

7/16/2024

DATE:

SENATE BILL 19 VERIFICATION

I, Omar Cano, the undersigned representative of
Supreme Engineering, PLLC, (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:

Omar Cano, President

TYPE/PRINT NAME AND TITLE:

7/16/2024

DATE:

CITY OF EDINBURG

NONCOLLUSION AFFIDAVIT

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF TEXAS

COUNTY OF HIDALGO

Omar Cano

, being first duly sworn, deposes and says that: (Name)

- (1) He is President of Supreme Engineering, PLLC, 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

President

Subscribed and sworn to me this 16th day of July, 2024.

By:

Notary Public

My commission expires

2/5/28



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:
2024-1187674

Date Filed:
07/15/2024

Date Acknowledged:

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

Supreme Engineering, PLLC
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

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.

RFQ No. 2024-007
Land Surveying Services Rotation

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 Omar Cano, and my date of birth is 10/09/1981.

My address is 2427 Seton St, Edinburg, TX, 78542, 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 TX, on the 16 day of July, 20 24.
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

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.

Supreme Engineering, PLLC

2 ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

N/A

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes

☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes

☐ No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 
Signature of vendor doing business with the governmental entity

7/16/2024

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.

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the
requester. Do not
send to the IRS.

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.

Supreme Engineering, PLLC

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) ► S

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.

410 S. Jackson Rd #2780

6 City, state, and ZIP code

Edinburg, TX 78539

7 List account number(s) here (optional)

Requester's name and address (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 4 - 2 9 8 1 4 3 3

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person ►

Date ► 1/4/2024

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

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.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/01/2023

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	PHONE (A/C, No, Ext): 956-609-9460		
INSURED Supreme Engineering, PLLC 2427 Seton St Edinburg, TX 78542	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Great American		
	INSURER B: Hiscox, Inc.		
	INSURER C: Progressive Ins		
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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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:	y	y	PL F119674-00	11/11/23	11/11/24	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 \$Included
C	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	y	y	961267871	9/02/23	9/02/24	COMBINED SINGLE LIMIT (Ea accident) \$500 CSL 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) 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 \$
B	Professional Liability			ANE4911233.23	11/11/23	11/11/24	Claim/Aggregate 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

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	AUTHORIZED REPRESENTATIVE TIM

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**EXHIBIT "B" TO AGREEMENT BETWEEN THE CITY OF EDINBURG AND
SUPREME ENGINEERING, PLLC. FOR LAND SURVEYING SERVICES PURSUANT
TO RFQ NO. 2024-007**



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/01/2023

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INSURED Supreme Engineering, PLLC 2427 Seton St Edinburg, TX 78542	E-MAIL ADDRESS:	
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	INSURER A: Great American	
	INSURER B: Hiscox, Inc.	
	INSURER C: Progressive Ins	
	INSURER D:	
INSURER E:		
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C	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	y	y	961267871	9/02/23	9/02/24	COMBINED SINGLE LIMIT (Ea accident) \$500 CSL BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
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	AUTHORIZED REPRESENTATIVE TIM

EXHIBIT “C”



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/01/2023

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CITY OF EDINBURG - CITY COUNCIL

Meeting Date: January 7, 2025

RESOLUTION

Agenda Item No: 11.A.

1. Agenda Item:

Consider Resolution of Support Adopting the City of Edinburg's 2025 Legislative Priorities for the 89th State Legislative Session. [Josephine Ramirez Solis, City Attorney]

2. Description:

The Texas State Legislature will meet beginning on January 14, 2025 and the 89th Legislative Session will run through June 2, 2025. In preparation for the new legislative session, the City has solicited feedback for developing its legislative priorities from the City Council, City Management, the City Departments, and the public (in a meeting held on December 17, 2024), to address the needs of the City and its residents. The approved list of priorities will be utilized to allow the City's consultants and local and regional partners to work together with the community to identify, analyze and take advocacy positions on proposed legislation. The City will also continue to monitor any proposed legislation impacting the City and its local and regional community partners.

3. Staff's Recommendation:

Approve Resolution of Support Adopting the City of Edinburg's 2025 Legislative Priorities for the 89th State Legislative Session.

Reviewed by:

Prepared by:

Josephine Ramirez Solis,
City Attorney

Attachments:

A. FINAL Resoulution on Legislative Agenda

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY OF EDINBURG THE
CITY OF EDINBURG, TEXAS, ADOPTING
PRIORITIES FOR THE TEXAS LEGISLATURE'S
89TH LEGISLATIVE SESSION**

WHEREAS, the Texas Legislature meets in regular session once every two years beginning in January of each odd-numbered year; and

WHEREAS, the 89th Legislative Session of the Texas Legislature will begin on January 14, 2025, and ends June 2, 2025; and

WHEREAS, the City's Legislative Priorities represent the City's policy priorities and anticipated legislative opportunities to address the needs of residents, drawn from Council input, City comprehensive plans, City Department recommendations and local and regional input; and

WHEREAS, based on these policies, the City Council's ongoing guidance, City staff and legislative consultants will continue to work with community partners to identify, analyze, and take advocacy positions on legislation; and

WHEREAS, through the approval of these legislative priorities, the City seeks to ensure that it has the necessary authority and resources to continue to provide services to a culturally diverse and history community; and

WHEREAS, the State of Texas is an integral partner to the City of Edinburg as it continues to prepare for future growth and the City seeks to collaborate with the local and regional delegation, the Governor, the Lieutenant Governor and State agencies.

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

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

SECTION 2: The following priorities are adopted by the City Council for the 89th Regular Legislative Session:

The City supports legislation which will assist with the development of critical Public Infrastructure -

1. Support for legislation that will assist with strengthening power grid and local weatherization efforts
2. Support for legislation to help with future development costs

3. Support for legislation that will assist with costs related to funding improvements and maintenance along state highways
4. Support for legislation to address water and wastewater treatment plants and environmental quality and waste management
5. Support for legislation that will continue to provide resources for flood mitigation and drainage improvements
6. Support for legislation that will enhance transportation infrastructure expansion

The City supports legislation which will enhance and protect Local Authority –

1. Support for legislation that will protect municipal authority on addressing issues and needs specific to the local community
2. Support for legislation that will help with the growth/expansion of the airport including addressing local annexation and expansion of ETJ in and around the airport
3. Oppose legislation that would take away from local authority and create unfunded mandates
4. Support for legislation that will address the current limits on local authority over areas in and around the City's ETJ

The City supports legislation that will target Economic Development and promote the local economy for the City and the region-

1. Support legislation that will provide meaningful property tax relief
2. Support legislation that allows tax credits for projects related to affordable housing
3. Support for incentives to supplement economic development strategies and recruit and retain employers and employees
4. Support legislation that invests in education and job placement programs to support the local workforce

The City supports legislation which will advance the Health & Welfare of its citizens and the region as a whole and provide a better quality of life to the community -

1. Oppose legislation that limits access to health care for low income and socially at risk and vulnerable population
2. Support for legislation that will provide funding for parks development including linear parks, hike & bike trails, forestry projects, and other healthy living initiatives
3. Support legislation that will assist with the preservation and expansion of green spaces
4. Support legislation that will expand access to museums, libraries and cultural arts
5. Support for programs offering rental assistance, affordable housing, and funds to address community needs
6. Support for legislation that encourages responsible pet ownership, increases support for spay and neutering, and improves the safety and welfare of pets and their owners

The City supports legislation which will assist in addressing the community needs in terms

of Public Safety –

1. Support legislation that would increase funding opportunities for public safety for community and neighborhood policing
2. Support legislation to address mental health initiatives for first responders, detention, transport, crisis intervention, de-escalation, and training
3. Support legislation that will assist with disaster recovery planning
4. Support legislation to assist municipal courts with unfunded mandates – reporting requirements, mental health magistrations, and alternatives to sentencing

The City supports legislation that will advance access to Education and improve efforts to strengthen Information Technology -

1. Increased support for legislation that will assist libraries to include access to technology, training and educational opportunities
2. Support funding for access to broadband to assist with local education and jobs creation
3. Support for IT related issues – cybersecurity, modernization and infrastructure costs, technology improvements, and training
4. Support for assistance in responding to changes in the workplace landscape due to Artificial Intelligence (AI)

The City supports legislation that continues to enhance Open Government & Transparency across all public sector areas -

1. Support for legislation that allows for alternative methods for publication due to newspapers no longer being in existence or limited
2. Support for legislation that encourages local transparency efforts
3. Support for PEG fund and use of 1% cable franchise fee (communications)

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

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

READ, CONSIDERED, PASSED, AND APPROVED BY THE CITY COUNCIL OF EDINBURG, TEXAS, at a regular meeting on the 7th day of January, 2025, at which a quorum was present and for which due notice was given pursuant to Section 551.001, et. seq. of the Government Code.

CITY OF EDINBURG, TEXAS

Ramiro Garza, Jr., Mayor

ATTEST:

Clarice Y. Balderas,
City Secretary

APPROVED AS TO FORM:

Josephine Ramirez Solis, City Attorney



CITY OF EDINBURG - CITY COUNCIL

Meeting Date: January 7, 2025

CONSENT AGENDA

Agenda Item No: 12.A.

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 Jalpa Oaks 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 Jalpa Oaks Subdivision. The property owner/developer will be responsible for the material and installation cost, and the City will incur maintenance costs.

Jalpa Oaks 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:

Approved Authorizing the City Manager to Enter into a Waterline Access Agreement with North Alamo Water Supply Corporation to Provide Fire Protection Services to Jalpa Oaks Subdivision.

Reviewed by:

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

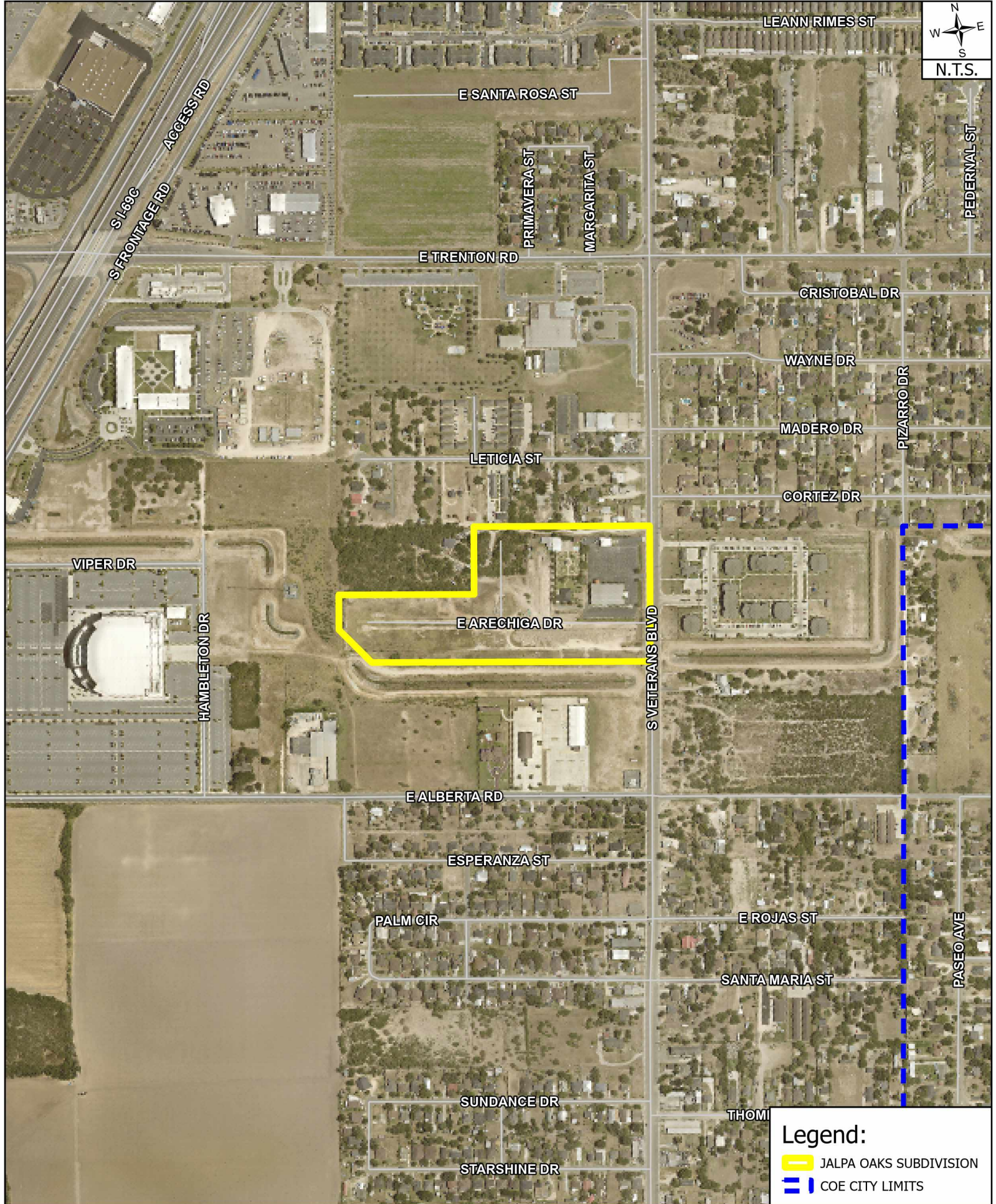
Prepared by:

Vanessa Velasquez,
Administrative Assistant

Attachments:

A. Agreement - Jalpa Oaks Subdivision

LOCATION MAP



- Legend:**
- JALPA OAKS SUBDIVISION
 - COE CITY LIMITS

Richard W. Fryer,
J.D., P.E., LEED AP

FRYER & HANSEN, PLLC

Law Firm
1352 W. Pecan Blvd.
McAllen, Texas 78501

Telephone 956-686-6606
Telefax 956-686-6601
email@FryerandHansen.com

November 14, 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,
Salon Real Del Valle, LLC - Jalpa Oaks Subdivision***

Dear Ms. Ayala:

Enclosed please find four (4) original **Waterline Access Agreements** ("**Agreement**") for the Jalpa Oaks 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:
2024-1239119

Date Filed:
11/14/2024

Date Acknowledged:

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

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.

NAWSCWAA112
Waterline Access Agreement for Jalpa Oaks Subdivision

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Salon Real Del Valle, LLC	Edinburg, 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, 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 November, 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, Salon Real Del Valle, LLC ("Owner") is constructing a subdivision on the property described in Exhibit "A", Jalpa Oaks 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 §

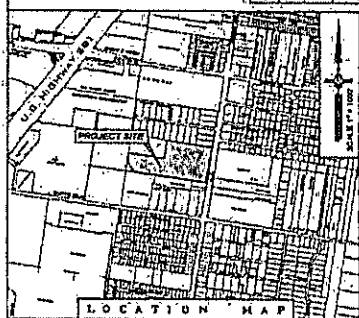
BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Steven P. Sanchez, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he is General Manager of North Alamo Water Supply Corporation, 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 Subdivision of 17.373 Acres situated in the City of Edinburg, County of Hidalgo County, Texas, being a part or portion out of Lots 31 and 32, THE M. L. WOODS CO. TRACT NO. 4 SUBDIVISION, according to the Plat thereof recorded in Volume 5, Page 51, Map Records of Hidalgo County, Texas.



BEING A SUBDIVISION OF 17.373 ACRES SITUATED IN THE CITY OF EDINBURG COUNTY OF HONOLULU,
TEXAS, BEING A PART OR PORTION OUT OF LOTS 31 AND 32, THE KILWOODS DO. TRACT NO. 4
SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 5, PAGE 81, HONOLULU
COUNTY MAP RECORDS.

[illegible]

PRINCIPAL CONTACT'S NAME	PHONE	ADDRESS	CITY & ST	PHONE
OWNER	212-261-2100	400 E. 10TH ST	NEWARK, NJ 07102	201-261-2100
MANAGER	212-261-2100	400 E. 10TH ST	NEWARK, NJ 07102	201-261-2100
DEVELOPER	212-261-2100	400 E. 10TH ST	NEWARK, NJ 07102	201-261-2100
CONTRACTOR	212-261-2100	400 E. 10TH ST	NEWARK, NJ 07102	201-261-2100

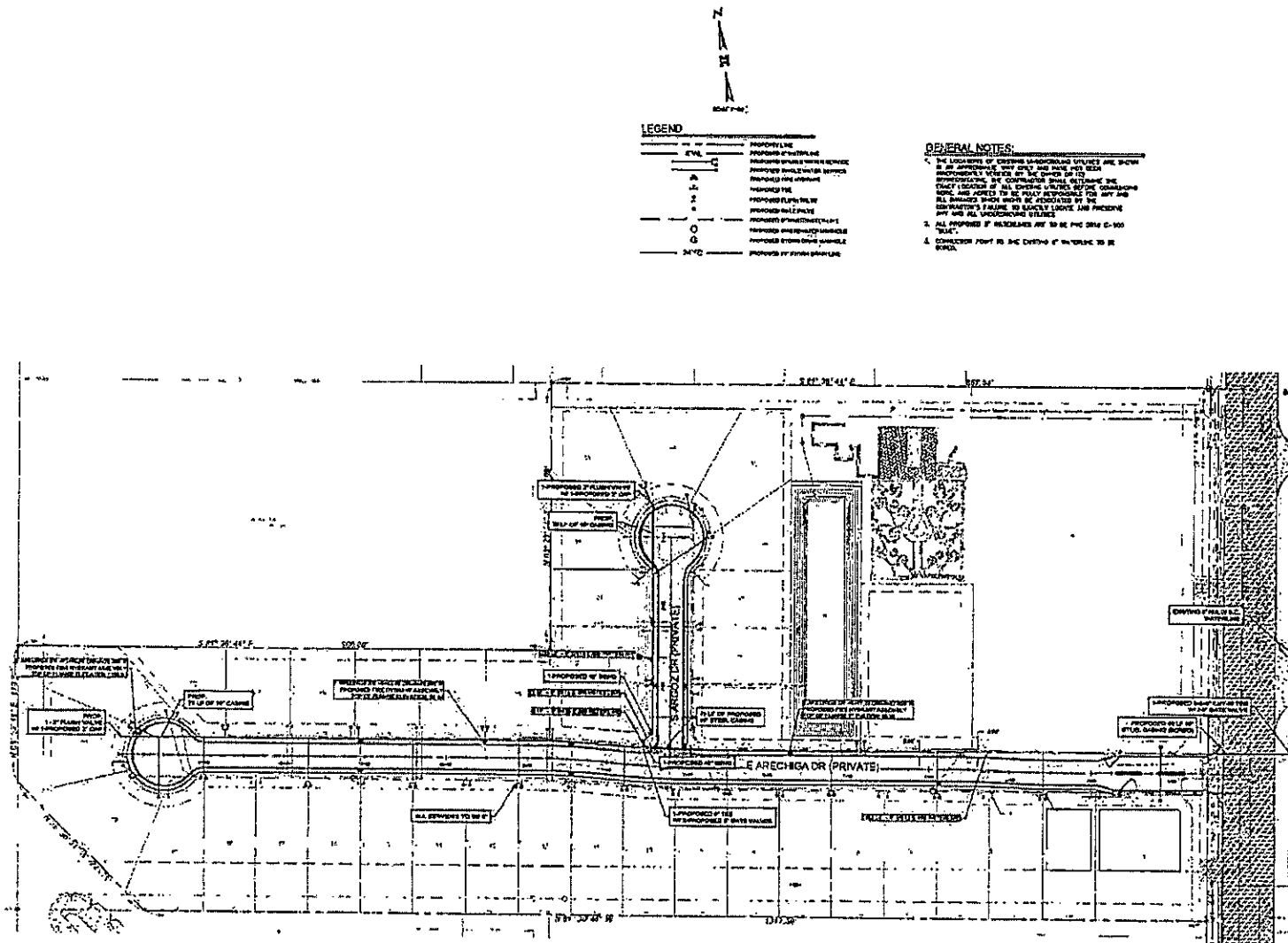
1. **Project Name:** [Project Name]
 2. **Project ID:** [Project ID]
 3. **Project Manager:** [Project Manager]
 4. **Project Status:** [Project Status]
 5. **Project Start Date:** [Project Start Date]
 6. **Project End Date:** [Project End Date]
 7. **Project Budget:** [Project Budget]
 8. **Project Risk:** [Project Risk]
 9. **Project Complexity:** [Project Complexity]
 10. **Project Scope:** [Project Scope]
 11. **Project Location:** [Project Location]
 12. **Project Team:** [Project Team]
 13. **Project Stakeholders:** [Project Stakeholders]
 14. **Project Deliverables:** [Project Deliverables]
 15. **Project Milestones:** [Project Milestones]
 16. **Project Risks:** [Project Risks]
 17. **Project Issues:** [Project Issues]
 18. **Project Change Log:** [Project Change Log]
 19. **Project Communication Plan:** [Project Communication Plan]
 20. **Project Quality Management Plan:** [Project Quality Management Plan]
 21. **Project Resource Management Plan:** [Project Resource Management Plan]
 22. **Project Time Management Plan:** [Project Time Management Plan]
 23. **Project Cost Management Plan:** [Project Cost Management Plan]
 24. **Project Risk Management Plan:** [Project Risk Management Plan]
 25. **Project Stakeholder Management Plan:** [Project Stakeholder Management Plan]
 26. **Project Procurement Management Plan:** [Project Procurement Management Plan]
 27. **Project Integration Management Plan:** [Project Integration Management Plan]
 28. **Project Monitoring and Control Plan:** [Project Monitoring and Control Plan]
 29. **Project Closing Management Plan:** [Project Closing Management Plan]
 30. **Project Summary:** [Project Summary]

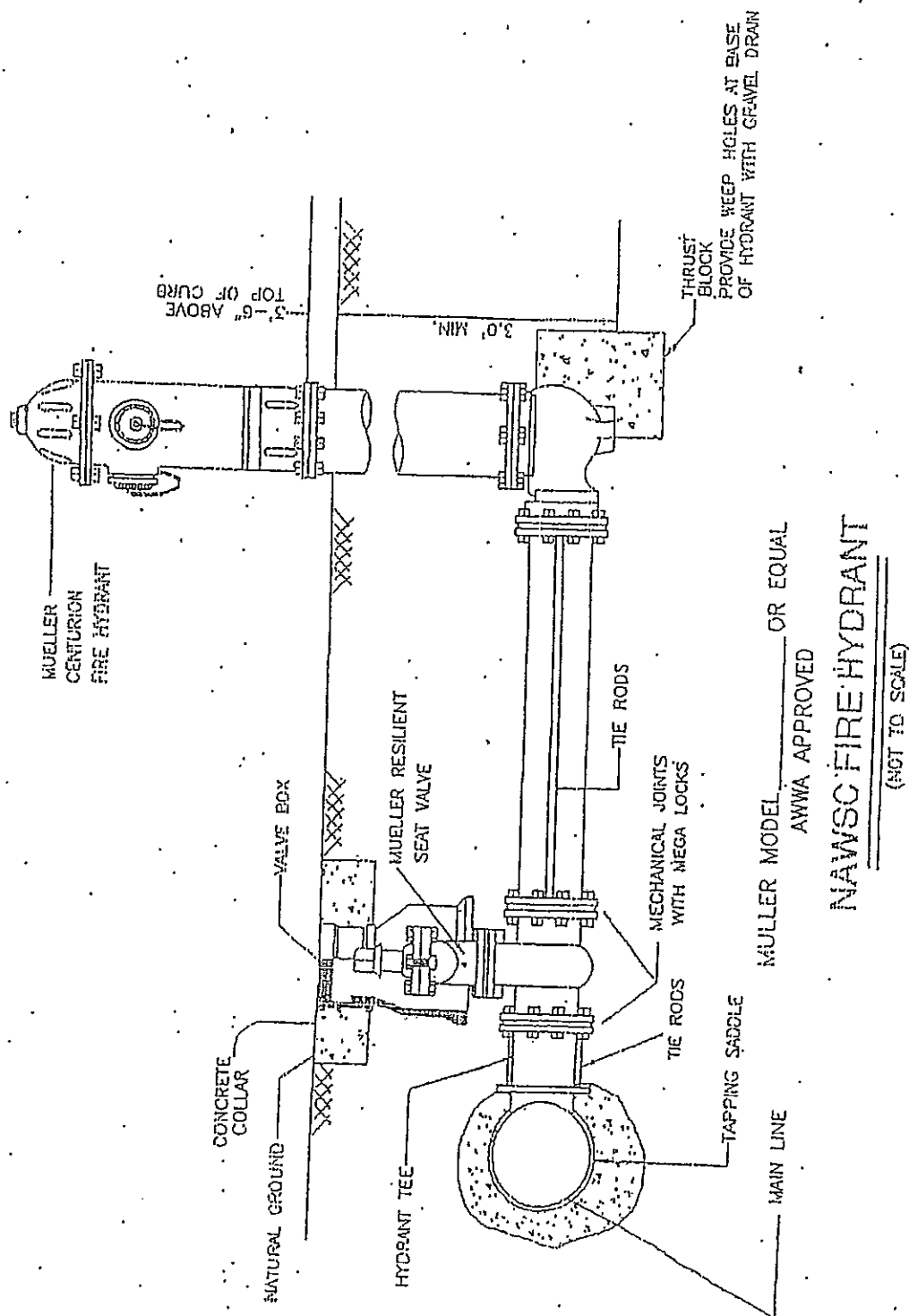
BRISTOLWORTH PARK
OF 141 1st RECORD OF HENRI CO. COURT

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.







CITY OF EDINBURG - CITY COUNCIL

Meeting Date: January 7, 2025

CONSENT AGENDA

Agenda Item No: 12.B.

SC Network

1. **Agenda Item:**

Consider Authorizing the Purchase of Network Equipment for the Service Center from Netsync Through Department of Information Resources (DIR) Contract No. DIR-CPO-4866 and DIR-TSO-4159, and Texas Interlocal Purchasing System (TIPS) Contract No. 230105 for Hardware, Installation and Deployment, in the Amount of \$77,453.21. [Daniel Vera, Director of Information Technology]

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 installation of the new Service Center facility necessitates several network components to establish connectivity with the City's network. These components are essential for accessing City resources, security systems, and enabling internet access within the facility for its operational purposes.

This purchase will consist of the following items:

1. Audio and Video Labor
2. Six (6) Network Switches
3. Twelve (12) Wireless Access Points
4. Three (3) Indoor Room Temperature and Humidity Sensors
5. One (1) Trip Lite Uninterrupted Power Supplies
6. Copper Patch Cords
7. Two (2) Interactive Panels
8. Installation and configuration services

Funding is available through the FY 2024-2025 General Fund Operating Budget, Public Works Account No. 100-3000-523302 and Utilities Account No. 200-6000-523301.

The equipment estimated delivery and installation will be approximately 4-6 weeks post completion of the procurement process.

3. **Staff's Recommendation:**

Approve Authorizing the Purchase of Network Equipment for the Service Center from Netsync Through Department of Information Resources (DIR) Contract No. DIR-CPO-4866, and DIR-

TSO-4159, and Texas Interlocal Purchasing System (TIPS) Contract No. 230105 for Hardware, Installation and Deployment, in the Amount of \$\$77,453.21.

Reviewed by:

Nelda Ramirez, Assistant City Manager

Prepared by:

Daniel Vera, Director of
Information Technology

Attachments:

A. AAAQ448744_Redacted

Quote #:	AAAQ448744-03
Date:	01/02/2025
Valid for:	30 Days

Customer	Inside Sales	Account Manager
City of Edinburg dvera@cityofedinburg.com 9563888201	Amy MartinezNagy Amartineznagy@netsync.com 9563760935	Daniel Saenz dasaenz@netsync.com

Please send purchase order to: PO@netsync.com

Line #	Part	Description	Qty	Unit Price	Ext Price
Main Site				Sub Total	77,453.21

AV Labor

1.0	NET-PRO-SRVC	Installation & Deployment per SoW. UC: AV Video	4	797.28	3,189.12
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Network Switches

2.0	██████-A	██████ 16-port 10Gig switch, Advantage	1	5,174.67	5,174.67
2.1.0	██████-16X-A	██████ DNA Advantage, Term licenses	1	0.00	0.00
2.1.1.0	██████-DNA-L-A-3Y	██████ Advantage 3 Year License	1	2,249.00	2,249.00
2.2.0	CAB-TA-NA	North America AC Type A Power Cable	2	0.00	0.00
2.3.0	PWR-██████ AC-R	950W AC Config 4 Power Supply front to back cooling	1	0.00	0.00
2.4.0	PWR-██████ AC-R/2	950W AC Config 4 Power Supply front to back cooling	1	665.19	665.19
2.5.0	██████ M-BLANK	██████ network module blank cover	1	0.00	0.00
2.6.0	██████-A	██████ Stack, Advantage	1	0.00	0.00
2.7.0	██████ 0UK9-1712	██████ XE 17.12 UNIVERSAL	1	0.00	0.00
2.8.0	NETWORK-PNP-LIC	Network Plug-n-Play Connect for zero-touch device deployment	1	0.00	0.00
2.9.0	CON-SNT-C95K16XA	SNTC ██████ ██████ 16-por Duration: 1.00 Years	1	1,254.79	1,254.79
3.0	██████-48P-4X-E	██████ 48-port PoE+, 4 x 10G, Network Essentials	4	2,209.79	8,839.16
3.1.0	██████-██████-E-48	██████ Essentials, 48-port Term license	4	0.00	0.00
3.1.1.0	██████-██████-E-48-3Y	██████ Essentials, 48-port, 3 Year Term license	4	354.70	1,418.80
3.2.0	██████-NW-E-48	██████ k Essentials, 48-port license	4	0.00	0.00
3.3.0	PWR-C5-1KWAC/2	1KW AC Config 5 Power Supply - Secondary Power Supply	4	1,133.59	4,534.36
3.4.0	CAB-TA-NA	North America AC Type A Power Cable	8	0.00	0.00
3.5.0	C9K-ACC-RBFT	RUBBER FEET FOR TABLE TOP SETUP 9200 and 9300	4	0.00	0.00
3.6.0	C9K-ACC-SCR-4	12-24 and 10-32 SCREWS FOR RACK INSTALLATION, QTY 4	4	0.00	0.00
3.7.0	CAB-GUIDE-1RU	1RU CABLE MANAGEMENT GUIDES 9200 and 9300	4	0.00	0.00
3.8.0	██████-STACK-KIT	██████ Stack Module	4	429.70	1,718.80
3.9.0	██████-STACK	██████ Stack Module	8	0.00	0.00
3.10.0	STACK-T4-50CM	50CM Type 4 Stacking Cable	4	0.00	0.00
3.11.0	NETWORK-PNP-LIC	Network Plug-n-Play Connect for zero-touch device deployment	4	0.00	0.00
3.12.0	██████-██████-4X	SNTC ██████ ██████ 48-port PoE+, 4 x 10G, Ne Duration: 1.00 Years	4	511.30	2,045.20
4.0	SFP-H10GB-CU3M=	10GBASE-CU SFP+ Cable 3 Meter	2	34.82	69.64
5.0	██████-8P-4X-E	██████ 48-port PoE+, 4 x 10G, Network Essentials	1	2,209.79	2,209.79
5.1.0	██████-██████-E-48	██████ DNA Essentials, 48-port Term license	1	0.00	0.00
5.1.1.0	██████-██████-E-48-3Y	██████ DNA Essentials, 48-port, 3 Year Term license	1	354.70	354.70

Quote #:	AAAQ448744-03
Date:	01/02/2025
Valid for:	30 Days

Line #	Part	Description	Qty	Unit Price	Ext Price
5.2.0	██████-NW-E-48	██████ Essentials, 48-port license	1	0.00	0.00
5.3.0	PWR-C5-1KWAC/2	1KW AC Config 5 Power Supply - Secondary Power Supply	1	1,133.59	1,133.59
5.4.0	CAB-TA-NA	North America AC Type A Power Cable	2	0.00	0.00
5.5.0	██████-RBFT	RUBBER FEET FOR TABLE TOP SETUP 9200 and 9300	1	0.00	0.00
5.6.0	C9K-ACC-SCR-4	12-24 and 10-32 SCREWS FOR RACK INSTALLATION, QTY 4	1	0.00	0.00
5.7.0	CAB-GUIDE-1RU	1RU CABLE MANAGEMENT GUIDES 9200 and 9300	1	0.00	0.00
5.8.0	██████ STACK-KIT	██████ Stack Module	1	429.70	429.70
5.9.0	██████-STACK	██████ Stack Module	2	0.00	0.00
5.10.0	NETWORK-PNP-LIC	Network Plug-n-Play Connect for zero-touch device deployment	1	0.00	0.00
5.11.0	STACK-T4-1M	1M Type 4 Stacking Cable	1	173.98	173.98
5.12.0	██████ 4X	SNTC-██████ 48-port PoE+, 4 x 10G, Ne Duration: 1.00 Years	1	511.30	511.30

APs & Licensing

6.0	██████ W	██████ Wi-Fi 6 Indoor AP	12	213.50	2,562.00
7.0	LIC-ENT-3YR	██████ License, 3YR	12	120.92	1,451.04

Environmental Sensors

8.0	██████ W	██████ or Temperature and Humidity Sensor	1	40.36	40.36
9.0	██████-3Y	██████ License and Support, 3YR	1	80.61	80.61
10.0	██████-USB-US	██████ USB-C Power Adapter for MV and MT (US Plug)	1	11.46	11.46

UPS & Peripherals

11.0	██████	██████ 5PX G2 UPS 3000VA 3000W PERP NETWORK CARD INCL. 2U RACK/TOWER Country of Origin: N/A Weight: 121.00 Dim Weight: 6,665.80	1	1,839.17	1,839.17
12.0	██████	██████ EXTERNAL BATTERY PACK FORPERP 5PX G2 UPS 72V 2U RACK/TOWER EBM Country of Origin: N/A Weight: 89.10 Dim Weight: 1,385.98	1	717.36	717.36

13.0	103007018-5591	2 POST RACK MOUNTING RAIL KIT RMKT	2	74.92	149.84
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Copper Patch Cords

14.0	C6-BL-SCB-1-ENC	CAT6 BLUE 1 Foot Slim 28AWG with Clear Snagless Molded Boot (UTP) HQ Network Patch Cable RJ-45	209	2.78	581.02
15.0	C6-YL-SCB-1-ENC	CAT6 YELLOW 1 Foot Slim 28AWG with Clear Snagless Molded Boot (UTP) HQ Network Patch Cable RJ-45	19	2.78	52.82
16.0	C6-GN-SCB-1-ENC	CAT6 GREEN 1 Foot Slim 28AWG with Clear Snagless Molded Boot (UTP) HQ Network Patch Cable RJ-45	12	2.78	33.36

Cabling

17.0	NET-PRO-3RD	Installation of Two (2) CAT6 data drops and Twelve (12) interial access points includes cables, jacks, patch cords and labor to install.	1	1,227.55	1,227.55
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Default Group

18.0	██████ S-4T2X	██████-2N2S-4T2X Router	1	6,018.46	6,018.46
18.1.0	██████-8GB	██████ Edge 8GB memory	1	0.00	0.00
18.2.0	██████-16GB	██████ Edge M.2 USB 16GB	1	0.00	0.00

Quote #:	AAAQ448744-03
Date:	01/02/2025
Valid for:	30 Days

Line #	Part	Description	Qty	Unit Price	Ext Price
18.3.0	C-RFID-2R	Edge RFID - 2RU	1	0.00	0.00
18.4.0	C-2R	Rack mount kit - 19" 2R	1	0.00	0.00
18.5.0	M-BLANK	Edge SM Blank	2	0.00	0.00
18.6.0	-BLANK	PIM Blank	1	0.00	0.00
18.7.0	-2R	Edge Fan Tray, 2RU	1	0.00	0.00
18.8.0	NETWORK-PNP-LIC	Network Plug-n-Play Connect for zero-touch device deployment	1	0.00	0.00
18.9.0	C-POE-COVER	Cover for empty POE slot on Cisco Catalyst Edge 8300	2	0.00	0.00
18.10.0	TE-R-SW	TE agent for IOSXE on Enterprise Routing	1	0.00	0.00
18.11.0	C8000-HSEC	U.S. Export Restriction Compliance license for C8000 series	1	0.00	0.00
18.12.0	SC8KBEUK9-1712	UNIVERSAL	1	0.00	0.00
18.13.0	IOSXE-AUTO-MODE	IOS XE Autonomous or SD-Routing mode for Unified image	1	0.00	0.00
18.14.0	NIM-2FXS/4FXOP	2-Port FXS/FXS-E/DID and 4-Port FXO Network Interface Module	1	470.57	470.57
18.15.0	NIM-2FXS/4FXOP	2-Port FXS/FXS-E/DID and 4-Port FXO Network Interface Module	1	470.57	470.57
18.16.0	WAC	2RU AC Power supply	2	0.00	0.00
18.17.0	CAB-AC	AC Power Cord (North America), C13, NEMA 5-15P, 2.1m	2	0.00	0.00
18.18.0	-3Y	On-Prem Lic 3Y - upto 25M (Aggr, 50M)	1	1,327.71	1,327.71
18.19.0	SVS-PDNA-ADV	Embedded Support for SW - Tiered DNA Advantage On-Prem	1	0.00	0.00
18.20.0	-T0-A	Stack - upto 25M (Aggr, 50M)	1	0.00	0.00
18.21.0	-T0-A	Stack - upto 25M (Aggr, 50M)	1	0.00	0.00
18.22.0	TE-EMBED-WANI	Insights Embedded	1	0.00	0.00
18.23.0	ADV	for Advantage	1	0.00	0.00
18.24.0	EM-PF	On Prem Deployment Option for WAN	1	0.00	0.00
18.25.0	-PF	Platform Selection for DNA Subscription	1	0.00	0.00
18.26.0	IOSXE-AUTO-MODE-PF	IOS XE Autonomous or SD-Routing mode for Unified image	1	0.00	0.00
18.27.0	CON-SNT-C8302TNX	SNTC-8X5XNBD Cisco Catalyst C8300 Duration: 3.00 Years	1	5,038.43	5,038.43

Labor

19.0	NET-PRO-SRVC	Installation & Deployment per SoW. EN: Route - Switch - UPS - Combined ,EN: Wireless Install	4	2,161.29	8,645.16
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Interactive Board

20.0	CTI-6065A+UH40	65" 6000A+ Series Interactive Panel with USB HID / AGG / 40 Points of Touch; 16 Android - Ultra HD. 2.2 Audio With 2X18W Speaker and 2X8W Sub. Integrated 8-Mic Array. Includes wall mount and Android wireless module.	1	2,397.81	2,397.81
21.0	CTI-6075A+UH40	75" 6000A+ Series Interactive Panel with USB HID / AGG / 40 Points of Touch; 16 Android - Ultra HD. 2.2 Audio With 2X18W Speaker and 2X8W Sub. Integrated 8-Mic Array. Includes wall mount and Android wireless module.	1	3,012.04	3,012.04
22.0	CTI-PCOPS-PC15-SMW	OPS PC Module - Intel i5 Six Core, 10th Gen / 16GB DDR4 / 256GB SSD / Ultra HD (with Microsoft Windows 10 Professional) compatible with A+ and XT panels. 1 yr limited warranty	2	2,508.83	5,017.66
23.0	S&H	Shipping and Handling	1	336.42	336.42

Quote #:	AAAQ448744-03
Date:	01/02/2025
Valid for:	30 Days

Notes: 220061361-168653-02

Network, Wireless, Voice and Video

Cybersecurity Products and Services | DIR-CPO-4866

HP Inc. | DIR-TSO-4159

TIPS - Technology Solutions Products and Services | 230105

Total	77,453.21
Tax/Vat	0.00
Shipping	0.00
Grand Total USD	77,453.21



CITY OF EDINBURG - CITY COUNCIL

Meeting Date: January 7, 2025

CONSENT AGENDA

Agenda Item No: 12.C.

Purchase: Immutable Backup System

1. **Agenda Item:**

Consider Authorizing the Purchase of an Immutable Backup Solution for the City of Edinburg from Freeit Data Solutions Through Department of Information Resources (DIR) Contract No. DIR-TSO-4288, in the Amount of \$127,928.13. [Daniel Vera, Director of Information Technology]

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.

In today's digital landscape, municipalities face increasing threats from cyberattacks, including ransomware, data breaches, and natural disasters that could compromise critical systems and citizen services. An immutable backup solution ensures that backup data is protected against unauthorized changes, deletions, or corruption, while also providing a Disaster Recovery Replica to enhance resilience and recovery capabilities.

This approach provides:

1. Ransomware Resilience: Immutable backups safeguard critical data, enabling swift recovery without succumbing to ransom demands.
2. Regulatory Compliance: Ensures adherence to local, state, and federal data protection standards.
3. Data Integrity: Protects against accidental or malicious alterations, preserving the accuracy and reliability of information.
4. Operational Continuity: Guarantees access to essential systems and services, minimizing downtime during recovery scenarios.

By investing in an immutable backup solution, municipalities can protect public trust, maintain uninterrupted operations, and mitigate financial and reputational risks associated with data loss or cyberattacks.

Funding is available through the FY 2024-2025 General Fund Operating Budget, Information Technology, Account No. 100-1000-605590.

The time frame for this installation will be approximately 4-6 weeks post completion of the procurement process.

3. Staff's Recommendation:

Approve Authorizing the Purchase of an Immutable Backup Solution for the City of Edinburg from Freeit Data Solutions Through Department of Information Resources (DIR) Contract No. DIR-TSO-4288, in the Amount of \$127,928.13.

Reviewed by:

Nelda Ramirez, Assistant City Manager

Prepared by:

Daniel Vera, Director of
Information Technology

Attachments:

A. City of Edinburg - 1 Year - Option #2_Redacted



City of Edinburg
Daniel Vera
415 W University Dr.
Edinburg, Texas 78539
Ph: (956) 720-9710
dvera@cityofedinburg.com

Quote Number: 144945738
Quote Date: 12/5/2024
Expiration Date: 1/5/2025

Contract No: DIR-CPO-5330
TAX ID#: 27-2209002
Term: NET 30
FOB: Destination

Freeit Data Solutions, Inc.
P.O. Box 1572
Austin, TX 78767
PH: (800) 478-5161 / FAX: (888) 416-0471

Freeit Contact: Joe White
(216) 235-7816 Joe@freeitdata.com

Qty	Part Number	Description	Unit Price	Ext Price
Turnkey Solution - 1yr Term				
Site A On-Premises Cluster				
1		C5026-25G FOUR (4) NODE BLOCK (HARDWARE ONLY)	\$30,285.00	\$30,285.00
1		Premium (24x7) Support for C5026-25G-4; Subject to the Support Maintenance Terms and Conditions. Support Period Duration: 12 Months	\$3,634.20	\$3,634.20
8	CBL-25G-SFP28-003	CABLE, 25G, SFP28, TWINAX, 3M	\$49.50	\$396.00
21		DATA CLOUD SECURE BUNDLE (PER BETB). INCLUDES SELF-MANAGED SOFTWARE FOR DATA PROTECTION CAPABILITY AND SOFTWARE DELIVERED AS A SERVICE FOR CYBER VAULTING (WARM STORAGE ON AWS DATA PLANE) CAPABILITY. PRE-PAID SUBSCRIPTION. PREMIUM SUPPORT	\$963.58	\$20,235.18
15		DataProtect Service Subscription (1 TB). Backup and Recovery across on-prem and cloud workloads. Subscription per backend TB. Subscription Period Duration: 12 Months	\$709.77	\$10,646.55
Site B On-Premises Cluster				
1		(4) NODE BLOCK (HARDWARE ONLY)	\$30,285.00	\$30,285.00
1	CS-P-C5026-25G-4	Premium (24x7) Support for C5026-25G-4; Subject to the Support Maintenance Terms and Conditions. Support Period Duration: 12 Months	\$3,634.20	\$3,634.20
8	CBL-25G-SFP28-003	CABLE, 25G, SFP28, TWINAX, 3M	\$49.50	\$396.00
36		Replica or Retention Service Subscription (1 TB). Includes ability to replicate data backed up using DataProtect service to another cluster. Subscription per backend TB. Subscription Period Duration: 12 Months	\$274.75	\$9,891.00
Training				
5	TR-VIRTSEAT-1DY	One (1) prepaid student seat for one (1) day of instruction in an instructor-led virtual online class with access to labs for up to six months. Request enrollment via My in an open schedule of sessions to choose from. Expires 365 days from PO.	\$900.00	\$4,500.00
Services				
1	FDS-SMTRSRT	Freeit Smart Start Installation	\$14,025.00	\$14,025.00

List Total:	\$192,976.00
DIR Discounted Total:	\$172,853.40
Shipping and Tax not applicable:	\$0.00
Additional Discount:	(\$44,925.27)
Grand Total:	\$127,928.13

Customer Signature of Acceptance **Date** **PO#**

By issuance of a PO, I acknowledge that I have the authority on behalf of my company to make purchasing decisions to order the items in this quote and to begin project initiation. This quote is subject to and will be governed by the Standard Terms and Conditions set forth by the State of Texas Department of Information Resources located at <https://dir.texas.gov/contracts/dir-cpo-5330> and will govern our relationship and any PO issued in relation to this quote. Any and all competing or conflicting terms and conditions are hereby unconditionally rejected.



CITY OF EDINBURG - CITY COUNCIL

Meeting Date: January 7, 2025

CONSENT AGENDA

Agenda Item No: 12.D.

Virtual Environment

1. Agenda Item:

Consider Approving the Renewal of the Licenses for the City's Virtual Infrastructure from Waypoint Through Department of Information Resources (DIR) Contract No. DIR-TSO-4288, in the Amount of \$45,904.32. [Daniel Vera, Director of Information Technology]

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.

Renewing virtual infrastructure licenses for the municipality's server infrastructure is essential to maintain optimal performance, security, and reliability across critical systems. Active licenses ensure continued access to vital support services, software updates, and security patches, which are crucial for protecting servers against vulnerabilities and ensuring compliance with modern standards. By renewing these licenses, the municipality safeguards its ability to provide seamless public services while reducing risks of downtime or breaches in its IT infrastructure.

Funding is available through the FY 2024-2025 General Fund Operating Budget, Information Technology, Account No. 100-1000-512241.

The licenses are delivered via e-licenses. Installation will be approximately 1–2 weeks post completion of the procurement process.

3. Staff's Recommendation:

Approve Renewal of the Licenses for the City's Virtual Infrastructure from Waypoint Through Department of Information Resources (DIR) Contract No. DIR-TSO-4288, in the Amount of \$45,904.32.

Reviewed by:

Nelda Ramirez, Assistant City Manager

Prepared by:

Daniel Vera, Director of
Information Technology

Attachments:

A. City of Edinburg - VMware 2024 Renewal 1-year-AAAQ21583-12202024_Redacted



118 Vintage Park Blvd, W414, Houston, TX 77070
Phone: 832-479-8540

QUOTE

Number AAAQ21583

Date Dec 20, 2024

Bill To

City of Edinburg
Danny Vera
415 W. University Drive
Edinburg, TX 78541

Phone 956-388-1805
Email dvera@cityofedinburg.com

Ship To

City of Edinburg
Danny Vera
415 W. University Drive
Edinburg, TX 78541

Phone 956-388-1805
Email dvera@cityofedinburg.com

Account Manager



Becky Reinis
469-964-6283
breinis@waypointsolutions.com

Contract

DIR-Carahsoft
DIR-TSO-4288

Notes:

EDPD Contract 350140115
New Contract Term:: 12/4/2024-12/3/2025

Line	Qty	Description	Unit Price	Ext. Price
1	264	Foundation 1-Year	\$173.88	\$45,904.32

SubTotal	\$45,904.32
Tax	\$0.00
Shipping	\$0.00
Total	\$45,904.32

RETURNS ARE NOT PERMITTED FROM COMMERCIAL CUSTOMERS. YOU CAN VIEW OUR FULL RETURN POLICY AT <https://www.waypointsolutions.com/return-policy>. PRICES ARE SUBJECT TO CHANGE AND ARE BASED UPON TOTAL PURCHASE. WE SPECIFICALLY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OR WITH REGARD TO ANY LICENSED PRODUCTS. WE SHALL NOT BE LIABLE FOR ANY LOSS OF PROFITS, BUSINESS, GOODWILL, DATA, OR INTERRUPTION OF BUSINESS, NOR FOR INCIDENTAL OR CONSEQUENTIAL MERCHANTABILITY OR FITNESS OF PURPOSE, OR DAMAGES RELATED TO THIS AGREEMENT.



CITY OF EDINBURG - CITY COUNCIL

Meeting Date: January 7, 2025

CONSENT AGENDA

Agenda Item No: 12.E.

Renewal: Library's Network Licenses

1. Agenda Item:

Consider Approving the Renewal of the Network Equipment Licenses for Dustin Michael Sekula Memorial Library's Network from Netsync Through Department of Information Resources (DIR) Contract No. DIR-TSO-4167, in the Amount of \$32,337.69. [Daniel Vera, Director of Information Technology]

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.

Renewing network licenses for five years is vital to ensure long-term access to the full suite of cloud-managed features and support services. A five-year renewal provides uninterrupted access to critical functionalities like security updates, firmware upgrades, and advanced analytics, which are essential for maintaining optimal network performance and security. It also locks in pricing and eliminates the need for frequent renewals, reducing administrative overhead. Without an active license, devices lose access to the Management Dashboard and cloud management capabilities, risking operational disruptions. This renewal secures compliance, technical support, and the reliability of the city's investment for the next five years.

Funding is available through the FY 2024-2025 General Fund Operating Budget, Information Technology, Account No. 100-1000-513300.

The time frame for this renewal will be approximately 1-2 weeks post completion of the procurement process.

3. Staff's Recommendation:

Approve the Renewal of Network Equipment Licenses for Dustin Michael Sekula Memorial Library's Network from Netsync Through Department of Information Resources (DIR) Contract No. DIR-TSO-4167, in the Amount of \$32,337.69.

Reviewed by:

Nelda Ramirez, Assistant City Manager

Prepared by:

Daniel Vera, Director of
Information Technology

Attachments:

A. AAAQ435526-02_Redacted

Quote #:	AAAQ435526-02
Date:	12/03/2024
Valid for:	30 Days

Customer	Inside Sales	Account Manager
City of Edinburg dvera@cityofedinburg.com 956-388-8201	Amy MartinezNagy Amartineznagy@netsync.com 9563760935	Daniel Saenz dasaenz@netsync.com

Please send purchase order to: PO@netsync.com

Line #	Part	Description	Qty	Unit Price	Ext Price
1.0	L-5Y	Advanced Security License and Support, 5YR	1	16,232.50	16,232.50
2.0	-5YR	-48FP Enterprise License and Support, 5YR	8	1,043.59	8,348.72
3.0	-5YR	-32 Enterprise License and Support, 5YR	1	3,373.52	3,373.52
4.0	-5YR	MR Enterprise License, 5YR	11	398.45	4,382.95

Notes: 220061187-168454-02

Meraki Licensing Ent
Cisco Systems TX DIR-TSO-4167

Total	32,337.69
Tax/Vat	0.00
Shipping	0.00
Grand Total USD	32,337.69



CITY OF EDINBURG - CITY COUNCIL

Meeting Date: January 7, 2025

CONSENT AGENDA

Agenda Item No: 12.F.

Renewal: Licenses for System Information Event Manager (SIEM)

1. Agenda Item:

Consider Approving the Renewal of Licenses and Management Services for the System Information Event Manager (SIEM) System for the City of Edinburg from SHI GS Through Department of Information Resources (DIR) Contract No. DIR-TSO-4288, in the Amount of \$79,888.90. [Daniel Vera, Director of Information Technology]

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.

In response to escalating cyber threats and the growing need for a robust cybersecurity posture, the City of Edinburg's IT Department emphasizes the importance of enhancing its information security infrastructure. A comprehensive security system is a critical component that will enable our City to proactively detect and respond to security incidents, thereby ensuring the confidentiality, integrity, and availability of critical systems.

City staff request City Council approval for the renewal of licenses and management services for the System Information Event Manager (SIEM) system. This system significantly enhances the City's security posture, mitigates risks, ensures compliance, and improves operational efficiency.

This system was acquired by the City through City Council approval on December 5, 2023. Funding is available through the FY 2024-2025 General Fund Operating Budget, Information Technology, Account No. 100-1000-513301.

The time frame for this installation will be approximately 1-2 weeks post completion of the procurement process.

3. Staff's Recommendation:

Approve the Renewal of Licenses and Management Services for the System Information Event Manager (SIEM) System for the City of Edinburg from SHI GS Through Department of Information Resources (DIR) Contract No. DIR-TSO-4288, in the Amount of \$79,888.90.

Reviewed by:

Nelda Ramirez, Assistant City Manager

Prepared by:

Daniel Vera, Director of
Information Technology

Attachments:

A. SHI Quote-25616566_Redacted



Pricing Proposal
Quotation #: 25616566
Created On: 12/6/2024
Valid Until: 12/31/2024

TX-City of Edinburg

Danny Vera

PO BOX 1079
ATTN: ACCOUNTS PAYABLE
EDINBURG, TX 78540
United States
Phone: (956) 388-1805
Fax:
Email: dvera@cityofedinburg.com

Pubsec inside account executive

Marco Martinez

300 davidson ave.
Somerset
nj
Phone: 7325071364
Fax:
Email: marco_martinez@shi.com

All Prices are in US Dollar (USD)

	Product	Qty	Your Price	Total
1	██████████ MDR Service for ██████████ XDR Pro including 365x24x7 CyberSOC Monitoring, Platform Subscription License, Mobile Application, Standard Support and Reporting 1-4999 Endpoints ██████████ - Part#: ██████████ 4999 Contract Name: Products and Related Services (Carahsoft) Contract #: DIR-TSO-4288 Coverage Term: 12/29/2024 – 12/28/2025 Note: ESD	800	\$40.84	\$32,672.00
2	██████████ MDR Service for ██████████ XDR Pro including 365x24x7 CyberSOC Monitoring, Platform Subscription License, Mobile Application, Standard Support and Reporting 1-4999 Endpoints ██████████ - Part#: ██████████ Contract Name: Products and Related Services (Carahsoft) Contract #: DIR-TSO-4288 Coverage Term: 12/29/2024 – 12/28/2025 Note: ESD	35	\$40.84	\$1,429.40
3	██████████ Managed XDR Including 365x24x7 CyberSOC Monitoring, MDR Platform/MobileSOC licenses, per Information Worker (Up to 10 Data Sources), with 30 day log retention ██████████ - Part#: ██████████ Contract Name: Products and Related Services (Carahsoft) Contract #: DIR-TSO-4288 Coverage Term: 12/29/2024 – 12/28/2025 Note: ESD	750	\$61.05	\$45,787.50
Subtotal				\$79,888.90
Shipping				\$0.00
Total				\$79,888.90

Additional Comments

Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

Thank you for choosing SHI-GS! The pricing offered on this quote proposal is valid through the expiration date set above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order.

SHI Government Solutions, Inc. is 100% Minority Owned, Woman Owned Business.
TAX ID# 22-3695478; DUNS# 14-724-3096

The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.



CITY OF EDINBURG - CITY COUNCIL

Meeting Date: January 7, 2025

CONSENT AGENDA

Agenda Item No: 12.G.

Purchase 108 Body-Worn Cameras

1. Agenda Item:

Consider Authorizing the Purchase of One Hundred and Eight (108) Body-Worn Cameras, from Coban Technologies, Inc. Through the Houston Galveston Area Council (HGACBuy) Contract No. H-GAC EF04-21. in the Amount of \$55,080.00 Using Fiscal Year 2025 Office of the Governor Body-Worn Camera Program (BWCP) Grant No. 5006601 Funds. [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.

The authorization to submit this grant proposal was approved by the City Council on February 6, 2024. The FY 2025 Office of the Governor (OOG) Body Worn Camera Program (BWCP) grant was awarded to the City of Edinburg on September 30, 2024 to help enhance the Edinburg Police Department's body-worn camera program, by ensuring that all officers who routinely engage in patrol or respond to calls for service are equipped with a fully functioning body-worn camera. The Edinburg Police Department will utilize grant funds to purchase one hundred and eight (108) Body-Worn Cameras with necessary accessories and software.

The grant period of performance is from September 1, 2024 through August 31, 2025. All grant funded activities and expenses must be completed within this timeframe.

This project will be partially funded through the FY 2025 OOG BWCP grant fund in the amount of \$41,310.00 (75%), with a match amount of \$13,770.00 (25%) from the Edinburg Police Department FY 2024-2025 General Fund Operating Budget, for a grand total of \$55,080.00.

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

3. Staff's Recommendation:

Approve Authorizing the Purchase of One Hundred and Eight (108) Body-Worn Cameras, from Coban Technologies, Inc. Through the Houston Galveston Area Council (HGACBuy) Contract No. H-GAC EF04-21. in the Amount of \$55,080.00 Using Fiscal Year 2025 Office of the Governor Body-Worn Camera Program (BWCP) Grant No. 5006601 Funds.

Reviewed by:

Jaime Ayala, Chief of Police

Prepared by:

Iris Alvarado, Management
Services Administrator

Attachments:

- A. Coban Technologies Quote Q-55580
- B. HGACBUY Contract EF04-21
- C. Coban Technologies Sam.gov
- D. Focus-X2-Specs



Quote: Q-55580
Budgetary
Contract: H-GAC EF04-21
Date: 1/12/2024, 10:26 AM
Expires On: 1/21/2025

COBAN Technologies, Inc.
9411 S. Sam Houston Parkway W. #300
Missouri City, Texas 77489
United States

Phone: (281) 925-0488
Fax: (281) 925-0535
Email: SFLE-Sales@safefleet.net

Ship To
Rogelio Garcia
Edinburg Police Department (Edinburg, Texas)
1702 S. Closner Blvd.
Edinburg Texas 78541
United States
956-289-7700
rgarcia@cityofedinburg.com

Bill To
Edinburg Police Department (Edinburg, Texas)
1702 S. Closner Blvd.
Edinburg Texas 78541
United States

End User

SALESPERSON	EXT	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Richard Alley	x	richard.alley@safefleet.net		Net 30

HGAC Contract EF04-21

Focus X2 Body Worn Camera Hardware

Note: Agency will utilize existing NEXUS BWC Cloud DATA license from initial NEXUS Contract under SO057211 / Agency PO# P241330

LINE NO.	PART #	DESCRIPTION	UNIT PRICE	QTY	EXTENDED
QL-0422534	FOCUS-11-00	FOCUS X2 BODY WORN CAMERA PACKAGE Includes: - FOCUS X2 Body Worn Camera - Single Office Dock & Power Supply - USB Cable - Magnetic Uniform Mount	USD 495.00	108	USD 53,460.00
QL-0422535	LFEE-054	SHIPPING	USD 15.00	108	USD 1,620.00
QL-0519212	CL-BWC-05	NEXUS CLOUD SUBSCRIPTION - BWC DATA ONLY - 1 YEAR MAX RETENTION • New X2 Cameras to take on existing NEXUS Body Camera Licenses	USD 0.00	108	USD 0.00
Focus X2 Body Worn Camera Hardware TOTAL:					USD 55,080.00

TOTAL: USD 55,080.00

Terms & Conditions

Applicable sales taxes are not reflected on this proposal, and will be included on the invoice. In the event Sales Tax is requested to be listed on the proposal, it will be the responsibility of the Agency to provide the current Tax rate and amount. Any purchases that are exempt from Sales Tax must be accompanied by a tax exemption and/ or re-seller certificate.

This quote is presented to the customer under the condition that it remains a valid quote for only 60 days after the stated Quote Date, after which the quote becomes null and void.

Please email or fax a signed copy of this quotation and other referenced documents to SFLE-Sales@safefleet.net or (281) 925-0535 Safe Fleet Law Enforcement order requests above \$2,500.00 require an Agency issued Purchase Order prior to processing.

COBAN Technologies, Inc.
9411 S Sam Houston Pkwy W. #300 Missouri City, Texas 77489

Applicable Terms. By signing this quote (the "Quote") (or, if this Quote is attached to, referenced in, or otherwise accompanies any other agreement, statement of work, purchase order, or other similar document, by or between the parties and/or their applicable affiliates (any of the foregoing, collectively, the "Accompanying Agreement"), then by signing such Accompanying Agreement), or by issuing a purchase order for, or accepting, any of the goods, services, or other items set forth in this Quote, the Customer agrees to all terms and conditions set forth herein, including without limitation any Additional Terms and Conditions set forth below (if applicable) ("Additional Terms"), and to the Safe Fleet Video & Telematics Products and Services Standard Customer Terms & Conditions, currently available at safefleet.net/v-and-t-general-terms (as may be updated or amended by Safe Fleet from time to time in its discretion, the "Ts&Cs"), together with any and all other terms and conditions incorporated by reference into any of the foregoing; all of which are incorporated herein and will govern all products, services, and other matters set forth herein. Capitalized terms used but not defined herein shall have the meaning ascribed to them in the Ts&Cs.

Conflicts. Customer and Safe Fleet expressly agree that, notwithstanding anything to the contrary in the Accompanying Agreement, including any provision thereof relating to order of precedence, conflicts, or "battle of the forms," in the event of any conflict, ambiguity, or inconsistency (any of the foregoing, a "Conflict") between any term, provision, requirement, request, specification, or other provision (any of the foregoing, a "Provision") of the Accompanying Agreement and any Provision of this Quote (including, for clarity, the Ts&Cs and/or any Additional Terms), this Quote shall prevail and control; Customer and Safe Fleet intend this Quote to be, and this Quote shall be deemed to be, an amendment to any Conflicting Provision of the Accompanying Agreement. In the event of any Conflict between any Provision of any Additional Terms and any Provision of the Ts&Cs, the Additional Terms shall control.

Sole Warranties. The warranties applicable to the products, services, and other matters set forth herein are available at [https:// www.safefleet.net/product-and-service-warranties](https://www.safefleet.net/product-and-service-warranties) (the "Warranty Documentation"). Notwithstanding any other provision in this Agreement, the Warranty Documentation sets forth the sole warranties with respect to the products, services, and other matters set forth herein, and Safe Fleet hereby expressly disclaims all other representations and warranties, express or implied.

Invoicing and Purchase Orders. This Agreement authorizes Safe Fleet, regardless of whether or not Customer has issued an applicable Purchase Order, to invoice Customer annually in advance for Software Services. Customer agrees to pay all invoices within 30 days of receipt. Customer may issue Purchase Orders hereunder for its own record-keeping purposes, but (a) no Customer Purchase Order will be deemed to modify, alter, supersede, supplement, or amend this Agreement in any respect unless mutually agreed by the Parties in a written amendment executed by both Parties, and (b) for clarity, Customer's issuance of any such Purchase Order, or failure to issue same, shall not affect in any manner Safe Fleet's ability to invoice Customer (or Safe Fleet's right to payment of such invoice) as provided herein.

Agency Responsibilities. Without limiting any provision of the Ts&Cs, Customer is solely responsible for the following: (a) Customer will ensure that Customer owns or has licensed all rights necessary to permit Safe Fleet to use all Customer-Provided Data as contemplated by this Agreement; (b) Customer will ensure that Customer's, and all Customer End Users', configuration and use of the Safe Fleet V&T Offerings, including the Software Services, and all Customer Data (and all use thereof by Customer and/or Customer End Users),

complies with all applicable Laws and all rules, regulations, and standards applicable to Customer, and does not infringe, misappropriate, or violate any right, including any intellectual property, proprietary, privacy, contractual, statutory, constitutional, or any other right, of any third party; (c) Customer will maintain all necessary computer equipment and Internet connections for use of the Software Services; (d) If Customer becomes aware of any violation of this Agreement by any Customer End User, Customer will immediately terminate that Customer End User's access to the Software Services and shall promptly notify Safe Fleet of same; (e) Customer will maintain the security of all user credentials, including all Customer End User user names and passwords, and security and access to the Software Services via Customer systems or facilities and/or to all Customer Data. Customer shall promptly notify Safe Fleet if Customer learns or believes that an unauthorized party may be using Customer's account or Customer Data, or that account information may have been lost or stolen.

Customer Data After Termination – Applicable to Software Services Only. Safe Fleet will not delete Customer Data before the 90th day following expiration or earlier termination of the License Term. Safe Fleet will have no obligation to provide any Software Service functionality to Customer during this 90-day period other than the ability to retrieve Customer Data. Customer will not incur additional fees if Customer downloads Customer Data from the Software Services during this time. Safe Fleet has no obligation to maintain or provide Customer Data after this 90-day period and, except to the extent (and in such case only for so long as) prohibited by applicable law, Safe Fleet may thereafter delete any or all Customer Data. Upon written request, Safe Fleet will provide written notice that safe Fleet has successfully deleted and removed Customer Data from the Software Services.

Post-Termination Assistance – Applicable to Software Services Only. Safe Fleet will provide Customer with the same post-termination data retrieval assistance that Safe Fleet generally makes available to all customers. Requests for Safe Fleet to provide additional assistance in downloading or transferring Customer data, including requests for Safe Fleet's data egress service, will result in additional fees, and Safe Fleet does not make any, and hereby disclaims all, express and/or implied representations, warranties, and/or guaranties as to the integrity or readability of Customer Data in any non-Safe Fleet systems.

Customer Sharing of Customer Data – Applicable to Software Services Only. Without limiting any provision of the Ts&Cs: (a) Customer is solely responsible for granting permissions to Customer Data that may be shared via the Software Services, and Safe Fleet will have no responsibility or liability for sharing with, or disclosure to, third parties of Customer Data due to any error, typo, oversight, or other act or omission of Customer (including, for example, any error by Customer in entering a recipient's email address); and (b) Customer is solely responsible for complying with all applicable Laws, standards, policies, and guidelines in connection with its use sharing of Customer Data with, or granting of access to Customer Data to, third parties via the Software Services, and Safe Fleet will have no responsibility or liability for any violation or breach of any of the foregoing due to any act or omission of Customer (including, for example, any violation of privacy laws or standards caused by Customer's sharing of Customer Data with an inappropriate third party or Customer's inappropriate sharing of protected Customer Data).

The warranties applicable to the products, services, and other matters set forth herein are available at <https://www.safefleet.net/product-and-service-warranties> (the "Warranty Documentation"). Notwithstanding any other provision in this Agreement, the Warranty Documentation sets forth the sole warranties with respect to the products, services, and other matters set forth herein, and Safe Fleet hereby expressly disclaims all other representations and warranties, express or implied.

This quote is for estimation purposes and is not a guarantee of cost for services. Quote is based on current information from client about the project requirements. Actual cost may change once project elements are finalized or negotiated. Client will be notified of any changes in cost prior to them being incurred.

Safe Fleet Nexus Customer Subscription Agreement Additional Terms and Conditions

1. Term. This subscription is a five-year commitment by Customer, as follows: The Initial Term of this Agreement shall begin on the Effective Date (as defined below) and, unless renewed or earlier terminated as provided in this Agreement, shall expire on the fifth anniversary of the Service Start Date (as defined below). “Effective Date” shall mean the earliest to occur of the following: (a) the date on which this Quote becomes fully executed by both Parties, (b) the effective date of the Accompanying Agreement (if any), (c) Safe Fleet’s acceptance of a Customer Purchase Order for any of the Software Services set forth in this Quote, or (d) the Service Start Date (as defined below). “Service Start Date” means the date Safe Fleet first makes available to Customer any of the Software Services set forth in this Quote. The Parties may renew this Agreement for additional years upon execution of a new quote or other written renewal executed by both Parties. New devices and services may require additional quotes and be subject to additional terms. Safe Fleet will not authorize, and will have no obligation to provide, any Services prior to the Effective Date.

2. Storage. Customer may store unlimited Customer Data in Customer’s cloud instance of the Software Services, provided that such Customer Data originates from a Safe Fleet in-car video system, Automated License Plate Reader (ALPR) solution, Safe Fleet body-worn camera, Safe Fleet Interview Room, or any other Safe Fleet authorized video/audio capture device (any of the foregoing, a “Safe Fleet Device”); and further provided that:

- (a) if this Quote sets forth per-GB (or other unit of storage) pricing for storage, then Safe Fleet may invoice Customer at such rate for all storage used;
- (b) if this Quote sets forth flat-fee pricing for storage, then Customer acknowledges and agrees that Safe Fleet’s ability to offer, and continue to offer during the Term, such pricing is conditioned on Customer transparently providing accurate and up-to-date information about Customer’s document retention policies and abiding by such policies during the Term; and, without limiting the foregoing:
 - (i) Customer will provide Safe Fleet a copy of its then-current document retention policy prior to signing this Agreement (the “Initial Policy”), which copy shall be complete, accurate, and up-to-date;
 - (ii) Customer will provide Safe Fleet a copy of any revised, updated, or otherwise modified version of its document retention policy (any of the foregoing, a “Revised Policy”) within 30 days of the effective date of such Revised Policy;
 - (iii) Customer will comply with each policy described in clauses 2(b)(i) and 2(b)(ii) at all times same is in effect during the Term;
 - (iv) If this Quote sets forth any storage cap or assumption, then Customer will not exceed same at any time during the Term;
 - (v) Customer will pay all Adjusted Fees (as defined below) within 30 days of receipt of invoice;
 - (vi) Customer will, within 10 business days of Safe Fleet’s request, provide all information and records reasonably requested by Safe Fleet from time to time during the Term in order to assess Customer’s compliance with any of the foregoing in clauses 2(b)(i) through 2(b)(v) inclusive;
 - (vii) Safe Fleet may, in its sole discretion, adjust the Fees payable in connection with this Agreement (and immediately invoice Customer for the difference between the Fees stated in this Quote and such increased Fees)--in an amount mutually agreed by the Parties, or, if the Parties do not mutually agree on such an amount within 30 days of Safe Fleet’s initial proposal to increase fees, then at the rate set forth above in this Quote (or, if no such rate is stated, at Safe Fleet’s then-current rate)--if (x) Customer breaches any of the foregoing

in clauses 2(b)(i) through 2(b)(vi) inclusive, or (y) Safe Fleet in good faith determines that any Revised Policy may increase Customer data usage assumed by Safe Fleet based on the Initial Policy (any Fees adjusted as provided in this paragraph, the “Adjusted Fees”); and
(viii) Safe Fleet may suspend any or all Software Services (including, for clarity, Customer’s access thereto) if Safe Fleet in good faith determines that Customer has likely breached, or is likely to breach, any of the foregoing in clauses 2(b)(i) through 2(b)(vi) inclusive, until such time as Safe Fleet in good faith determines that Customer has remedied same, and, for clarity, Safe Fleet will have no liability for failing to provide Software Services during such time; and
(ix) Safe Fleet may terminate this Agreement, in whole or in part, upon no less than five business days’ prior written (email being sufficient) notice if Customer breaches any of the foregoing in clauses 4(b)(i) through 4(b)(vi) inclusive.

(c) Safe Fleet may, in all cases, invoice Customer at the rate set forth above in this Quote (or, if no such rate is stated, Safe Fleet’s then-current rate) for storage of any Customer Data that (i) did not originate from a Safe Fleet Device, or (ii) results from any full-shift recording policy or practice. Full-shift recording is not supported and is not included in the pricing offered herein; and
(d) Safe Fleet may place any or all Customer Data that Customer has not viewed or accessed for six months into archival storage; Customer Data in archival storage may not be immediately available to Customer and may take up to 24 hours to access.

3. Applicable Terms and Conditions. In addition to the Ts&Cs (currently available at www.safefleet.net/v-and-t-general-terms) and Warranty Documentation (currently available at www.safefleet.net/product-and-service-warranties) referenced elsewhere in this Quote, this Quote is subject to and governed by, and hereby incorporates as if fully set forth herein, the following:

(a) for all orders subject to these Additional Terms and Conditions, the Safe Fleet Law Enforcement Division Service Level, Support, and Maintenance Agreement (currently available at www.safefleet.net/support-and-maintenance-terms); and (b) to the extent this Quote sets forth any preventative maintenance services, the Safe Fleet Video & Telematics Preventative Maintenance Services Additional Terms & Conditions (currently available at www.safefleet.net/pmprogram-additional-terms). In addition, the Parties may by mutual written agreement enter into one or more Statements of Work hereunder setting forth further detail regarding Services to be provided pursuant to this Agreement; all such Statements of Work (if any) shall be subject to the terms and conditions set forth in this Agreement. By signing this Quote (or, if this Quote is unsigned, the Accompanying Agreement), you represent that you are lawfully able to enter into contracts and have legal authority to bind the entity (including but not limited to company, municipality, or government agency) you represent.

IN WITNESS WHEREOF, the Parties have caused this Agreement to Purchase to be executed and delivered by their respective authorized representatives whose signatures appear below.

COBAN Technologies, Inc.

Edinburg Police Department (Edinburg, Texas)

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Dated: _____

Dated: _____

Purchase Order _____



Product Information

Product Description

Coban Body Worn Cameras Pricing Catalog

Manufacturer

COBAN Technologies, Inc.

Product Code

EF21B4

Contract

EF04-21 Law Enforcement Speed Detection & Video Equipment

Contract Category

Emergency Equipment & Supplies

Discount

18%

Price Unit

EA

Keyword(s)

COBAN Technologies, Inc., Speed Detection

View Catalog (</media/hgacbuy/catalogs/EF04-21/Coban-Technologies.z>)

Vendors Offering This Product

COBAN Technologies, Inc

Richard Alley

SFLE-Sales@safefleet.net (<mailto:SFLE-Sales@safefleet.net>)

Phone: 281-925-0488

Fax: 281.925.0535

Contact HGACBuy

Cristal Williams

Cristal.Williams@h-gac.com (mailto:Cristal.Williams@h-gac.com)

Phone: 832-681-2632

Fax: 713-993-4548

[Return to Products & Services \(/products-and-services\)](/products-and-services)

[View This Contract \(/products-and-services/view-contract?contractid=119\)](/products-and-services/view-contract?contractid=119)

EF04-21 Form D-2 COBAN

Product Code	Item Description	HGAC Contract Price
EF21B4-03	FOCUS X2 BODY WORN CAMERA PACKAGE Includes: - FOCUS X2 Body Worn Camera - Single Office Dock & Power Supply - USB Cable - Magnetic Uniform Mount COBAN Item Code: FOCUS-11-00	\$595.00
EF21B5-05	FOCUS H2 IN-CAR SYSTEM - PACKAGE 2 Features: - 4.3" touchscreen monitor - GPS - Crash Sensor - Smart Power Module (SPM) w/ UPS - 16 GB internal Solid State OS drive - 128 GB internal Solid State Fail-Safe drive - 64 GB removable Thumb Drive - Internal 802.11 A/G/N/AC wireless card - Backseat wide angle IR camera with built in covert microphone - Front facing HD low profile color camera - Wireless microphone & receiver - Three year limited hardware warranty COBAN Item Code: FOCUS2-51-00	\$5,590.00
EF21B5-06	FOCUS H2 IN-CAR SYSTEM - PACKAGE 3 w/o Body Camera or Wireless Microphone Features: - 4.3" touchscreen monitor - GPS - Crash Sensor - Smart Power Module (SPM) w/ UPS - 16 GB internal Solid State OS drive - 128 GB internal Solid State Fail-Safe drive - 64 GB removable Thumb Drive - Internal 802.11 A/G/N/AC wireless card - Backseat wide angle IR camera with built in covert microphone - Front facing HD low profile color camera - Three year limited hardware warranty COBAN Item CODE: FOCUS2-50-00	\$5,225.00



COBAN TECHNOLOGIES, INC.

Unique Entity ID ZVCHK4WJS3F5	CAGE / NCAGE 41ZN9	Purpose of Registration All Awards
Registration Status Active Registration	Expiration Date May 8, 2025	
Physical Address 9411 S Sam Houston PKWY W Unit 300 Missouri City, Texas 77489-1539 United States	Mailing Address 9411 S. Sam Houston PKWY W Unit 300 Missouri City, Texas 77489-1539 United States	

Business Information

Doing Business as (blank)	Division Name (blank)	Division Number (blank)
Congressional District Texas 09	State / Country of Incorporation Texas / United States	URL http://www.safefleet.net

Registration Dates

Activation Date May 9, 2024	Submission Date May 8, 2024	Initial Registration Date Jul 14, 2005
---------------------------------------	---------------------------------------	--

Entity Dates

Entity Start Date Feb 8, 2002	Fiscal Year End Close Date Dec 31
---	---

Immediate Owner

CAGE 7ERP3	Legal Business Name SAFE FLEET HOLDINGS, LLC
----------------------	--

Highest Level Owner

CAGE 9SJE2	Legal Business Name CLARIENCE TECHNOLOGIES, LLC
----------------------	---

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 41ZN9

Points of Contact

Electronic Business

 Mark Griffin	9411 S. Sam Houston PKWY. W. #300 Missouri City, Texas 77489 United States
Richard Alley	9411 S. Sam Houston PKWY. W. #300 Missouri City, Texas 77489 United States

Government Business

 Mark Griffin	9411 S. Sam Houston PKWY. W. #300 Missouri City, Texas 77489 United States
Richard Alley	9411 S. Sam Houston PKWY. W. #300 Missouri City, Texas 77489 United States

Past Performance

 Jason Shen	9411 S. Sam Houston PKWY. W. #300 Missouri City, Texas 77489 United States
Mark Griffin	9411 S. Sam Houston PKWY. W. #300 Missouri City, Texas 77489 United States

Service Classifications

NAICS Codes

Primary	NAICS Codes	NAICS Title
Yes	334310	Audio And Video Equipment Manufacturing
	334220	Radio And Television Broadcasting And Wireless Communications Equipment Manufacturing

Disaster Response

This entity does not appear in the disaster response registry.

Safe Fleet® FOCUS® X2™

Extended Run-Time Body Camera



The FOCUS X2 Body Camera represents the latest advancements in power management, comfortably meeting full-shift expectations and on-duty HD recording requirements.



Get high quality video and audio evidence, enhanced run-time, configurable identification indicators, pre-recording up-to two minutes leading up to an event, automatic trigger functionality and secure, encrypted end-to-end wireless uploads with the FOCUS X2.



Easy to Use

The FOCUS X2 Body Camera has incredible ease-of-use features including automatic dynamic lighting adjustments, an instant status notification display, image stabilization and audio-only recording.



Mobile App Functionality

Conveniently access features of your body camera with the FOCUS Mobile App (FMA), for increased operational efficiency while in the field. Available on both iOS and Android devices.



Integrates with existing Safe Fleet Systems

The FOCUS X2 features enhanced integration with existing Safe Fleet solutions, including In-Car Video Systems and a wide range of accessories.



Driving Safety Forward™

Safe Fleet® FOCUS® X2™

Make it easier to capture detailed, high quality evidence throughout an entire shift

Get intuitive and seamless product adoption with an incredible array of configurable identification indicators

Ensure your device lasts as long as you do with full-shift battery life – up to 14 hours

Gain seamless functionality with automated, remote vehicle sensor triggers such as light bars, sirens and doors



Enhanced Data Security

X.509 certificate-based authentication to grant access to cloud services/ encryption with the AES-256 encryption standard.

Wi-Fi Evidence Upload

Upload evidence and download configurations reliably and automatically using the Safe Fleet Smart Cloud, powered by Microsoft Azure® Government.

In-Vehicle Device Integration

Get full compatibility with Safe Fleet in-car video systems, mobile devices and laptops for viewing, tagging and uploading evidence.

Seamless Device Usage

Configure to notify the user of camera status via vibration, audible or LED modes.

Gain Additional Perspective

Capture video from optimal positions with an optional clip-on lens, which can also be used to start/stop recording and mute audio recording as necessary.

Increased Ease of Movement

Flexible mounting and camera options that easily and securely attach anywhere on a uniform, vest or Molle loop.

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CITY OF EDINBURG - CITY COUNCIL

Meeting Date: January 7, 2025

CONSENT AGENDA

Agenda Item No: 12.H.

Agreement for Network Communications International corporation
(NCIC)

1. **Agenda Item:**

Consider Authorizing the City Manager to Enter Into an Agreement for an Inmate Communication Service Subscription from Network Communications International Corporation Through the General Services Administration (GSA) Contract No. 47QTCA23D0098. [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) General Services Administration (GSA) and the Texas Facilities Commission (TFC). Through the combined efforts of these cooperative entities, members comply with Texas State Procurement Statutes while identifying vendors of commodities, goods and services at extremely competitive bid prices.

This tool serves as an investigative tool, as it allows for the recording of phone calls. Officers can access these recordings, providing valuable insights and evidence for their casework. NCIC will provide, at no cost, a fully operational Inmate Communications System (ICS) that supports local and long-distance communication. This system will include all necessary equipment, installation, infrastructure, and network components, as well as training, operation, ongoing repairs, and maintenance. The ICS will meet the Subscriber's requirements and comply with industry standards.

NCIC will make monthly payments to the City around the 30th day after the first month ends. Each payment will be 25% of the total call revenue generated by the facility. This amount does not include federal, state, and local taxes, pre-paid account fees, billing statement fees, approved free calls, or any other cost recovery fees. The Agreement shall be effective for a period of two (2) years. The City retains the sole discretion to extend the Agreement for up to three (3) additional one-year terms. To avoid automatic renewal, written notice of termination must be provided at least ninety (90) days prior to the conclusion of the initial term or any renewal term.

3. **Staff's Recommendation:**

Approve Authorizing the City Manager to Enter into an Agreement for an Inmate Communication Service Subscription from Network Communications International Corporation Through the General Services Administration (GSA) Contract No. 47QTCA23D0098.

Reviewed by:

Jaime Ayala, Chief of Police

Prepared by:

Iris Alvarado, Management
Services Administrator
Rogelio Garcia, Special

Services Manager
Chad Dufner, Assistant
Police Chief

Attachments:

- A. NCIC Agreement for Jail Phone SVC
- B. Compliance Verification - NCIC



**General Services Administration
Federal Supply Service
Authorized Federal Supply Schedule Price List**

Schedule Title: Multiple Award Schedule (MAS)

FSC Group: Group 7 IT and Telecom - Information Technology and Telecommunications

**Sub-groups: 5805 – Telephone and Telegraph Equipment
5810 – Communications Security Equipment and Components
5895 – Miscellaneous Communications Equipment**

FSC Class(es)/ Product Code(s): DE11, DG11, DJ10, S119, 7E21, 7G20, 7G21,

Contract Number: 47QTCA23D0098

For more information on ordering from Federal Supply Schedules click on FSS Schedules at GSA.gov.

Contract Period: May 30, 2023- May 29, 2028

Company: Network Communications International Corp
607 E Whaley Street
Longview, Texas 75601
903-757-4455

Website: www.ncic.com

Contract Administrator: William Pope
President
Bill.pope@ncic.com

Business Size: Other than Small

CUSTOMER INFORMATION

- 1a Table of awarded special item number(s) with appropriate cross-reference to item descriptions and awarded price(s)..

SIN	SIN Title
33411	Purchase of New Electronic Equipment
511210	Software Licenses Includes both term and perpetual software licenses and maintenance.
54151ECOM	Electronic Commerce and Subscription Services Includes value added network services, e-mail services, Internet access services, electronic subscription services, data transmission services, and emerging electronic commerce technologies.

- 1b Unit prices are located in NCIC Pricelist on Page 4.

- 1c Not applicable

2. Maximum order: \$500,000 per individual order

3. Minimum order: \$100 per individual order

4. Geographic coverage (delivery area): Worldwide

5. Point(s) of production: Phone equipment produced in USA,

6. Discount from list prices or statement of net price: Prices listed are net, discounts have been deducted and the industrial funding fee has been added.

7. Quantity discounts: 5% for order of 50 or more units

8. Prompt payment discounts:

Discount 1: 1% if Payment is Made within 20 days
Net 30 days

9. Foreign items: Not applicable

- 10.

- 10a. Time of delivery: 30 days

- 10b. Expedited delivery: Contact Contractor

- 10c. Overnight and 2 days delivery: Not applicable

- 10d. Urgent Requirements: Not applicable.

11. F.O.B point(s): Destination

- 12a. Ordering address(es): 607 E Whaley Street, Longview, Texas 75601
- 12b. Ordering procedures: For supplies and services, the ordering procedures, information on Blanket Purchase Agreements (BPA's) are found in Federal Acquisition Regulation (FAR) 8.405-3.
- 13. Payment address(es): 607 E Whaley Street, Longview, Texas 75601
- 14. Warranty provision: 1 year (Standard Commercial)
- 15. Export packing charges: Not Applicable
- 16. Terms and conditions of rental, maintenance, and repair: Repair and replace
- 17. Terms and conditions of installation: Not Applicable
- 18a. Terms and conditions of repair parts: Lifetime Warranty
- 18b. Terms and conditions for any other services: (Exhibit A)
- 19. List of service and distribution points: Edinburg, Texas
- 20. List of participating dealers: Not Applicable
- 21. Preventive maintenance: Not Applicable
- 22a. Special attributes: Not Applicable
- 22b. Section 508 compliance: Section 508 compliance information is available on Electronic and Information Technology (EIT) supplies and services. The EIT standards can be found at: www.Section508.gov/.
- 23. Data Universal Number System (DUNS) number: 960187730
- 24. Notification regarding registration in System for Award Management (SAM) database; Registration valid to February 2025 (updated annually). UEI: C4K9K1R3L2J3

NCIC Pricelist

SIN/SIN(s) PROPOSED	MFR PART NO	PRODUCT NAME	PRODUCT DESCRIPTION	DISCOUNT PRICE OFFERED TO GSA (including IFF)	UOI
33411	TR810	Rugged Tablet	Rugged Educational and Communications Tablet	\$301.46	Unit
511210	TR811	Secure Video Visitation	Correctional grade tablet kiosks for virtual visitation. (Priced on a per-minute of talk time) - Perpetual Licensing	\$0.18	Minutes
54151ECOM	TR812	InTouch Messaging	Secure text messaging and email with keyword search and message quarantine. (Priced on a per-message basis)- Perpetual Licensing	\$0.15	Minutes or messages
511210	TR813	Ticketing and Paperless Detention Facility Platform	Internal ticketing, PREA alerts, internal communications and document system. (Priced on a per-ticket basis)- Perpetual Licensing	\$0.01	Each
54151ECOM	TR814	Secure Phone Calling System	PIN-based calling system with call recording, call transcription, keyword alerts and search, recording storage and distribution, call alerts and call control and blocking capabilities (Priced at per-minute rate at \$.16 per minute)- Perpetual Licensing	\$0.12	Minutes
54151ECOM	TR815	Mail Scanning	Physical Mail Scanning and delivery via our Secure Messaging platform to prevent introduction of contraband and drugs into correctional facilities. Includes Document and Photo delivery. (Priced at per-item delivered)- Perpetual Licensing	\$0.74	Page

511210	TR816	InTouch Schoolhouse	Learning Management System specifically designed for incarcerated persons with over 20,000 classes on Anger Management, Substance Abuse, Alcoholism, Parenting Skills, Reentry Programs, Work Skills, Self-improvement Programs, Motivational Speaking, Interpersonal Skills, Religious Programming and High School Equivalency (GED and HiSET) study courses. (Priced at per-student per month)- Perpetual Licensing	\$7.36	Person
511210	TR817	Law Library	Legal library allowing incarcerated persons to research for all state, federal and immigration legal cases and decisions. (Priced at per-user per month)- Perpetual Licensing	\$0.74	Person

Exhibit A

AGREEMENT BETWEEN EDINBURG POLICE DEPARTMENT AND NCIC INMATE COMMUNICATIONS, INC.

This NCIC Inmate Communications Service Subscriber Agreement ("Agreement") is made this 16th day of October, 2024, by and between NCIC Inmate Communications, (Provider), a Texas corporation, having its principal place of business at 607 E Whaley St., Longview, Texas 75601, and the SUBSCRIBER having its principal place of business at:

Address: 1702 S Closner Blvd

City, State & Zip code: Edinburg, Texas 78539

Contact: Police Chief Jaime Ayala

Phone: (956) 289-7700 Fax: _____

Email address: jaimeayala@cityofedinburg.com

WITNESSETH

Whereas, the Subscriber is responsible for the inmates and for the operation of, and supervisory and protective care, custody and control of, all buildings, grounds, property and matters connected with the facility. Whereas, the Provider is a qualified and willing participant with the Subscriber to provide inmate telephones and related communication services; in consideration of the mutual benefits to be derived hereby, the Subscriber and the Provider do hereby agree as follows:

I. TERM

(A). This Agreement shall begin on the date of completed installation (defined as the date on which the first inmate telephone call is completed through the installed Inmate Communications System [ICS], and continue in full force and effect for a period of two (2) years and may be extended at the sole discretion of the City for an additional three (3) one-year extensions, if notice of termination is not received ninety (90) days prior to completed initial minimal term or any renewal term.

II. SCOPE OF SERVICE

(A). Inmate Communications System

Provider shall provide, at no cost, a fully operational, local and long distance, secure and reliable ICS. The ICS shall be inclusive of all equipment, installation, infrastructure and network, training, operation, and ongoing repairs and maintenance of the entire system and its components which, at a minimum, shall meet the Subscriber's requirements and be in compliance with any industry standard.

(B). ICS Payment

Provider will forward monthly payment to Subscriber on or about the 30th day starting after the initial traffic month to allow for a billing cycle to complete. Such payment shall be equal to **25%** of gross call revenue originating from the facility not to include federal, state and local taxes, pre-paid account fees, billing statement fees, approved free calls and any other cost recovery mechanism(s). Full details regarding payments and revenue-share are provided within **Attachment A – Rates, Fees and Commissions** of this Agreement.

(C) ICS Rules and Regulations (General)

1. The Provider shall adhere to any and all municipal, state or federal requirements for ICS installation, certification, training or registration during the life of the agreement.
2. The Provider shall be responsible for compliance with all FCC regulatory requirements and any other requirements imposed by local, state and federal regulatory agencies for all ICS and related services provided throughout the duration of the agreement. Provider reserves the right to decrease commission payments in the event of decreased rates and fees mandated by any local, state or federal agency that adversely effects profitability.
3. The Provider shall be responsible for making all ICS modifications necessary to allow inmates to place calls in compliance with any industry dialing requirement change(s) at no cost to the Subscriber.
4. The Provider shall be responsible for complying with and updating the ICS for any regulatory changes and requirements during the life of the Agreement. These changes include federal, state or local municipal regulatory changes. These changes shall be made within a reasonable time frame at no cost to the Subscriber.

(D). Provider's Responsibilities - ICS

1. Provide a comprehensive ICS that will allow for collect, prepaid collect and debit/debit card calls for local, Intralata/intrastate, interlata/intrastate, interlata/interstate, and international calls;
2. Provide an ICS which includes, but is not limited to, system infrastructure, network, database, servers, new call processors, digital and analog communications circuits, telecommunications capabilities, monitoring and recording functionality, and any additional required system functionality;
3. Installation of new inmate telephone equipment at all included Facilities and any required station cabling as determined necessary;
4. Systems and equipment that support the Facility's call monitoring/security needs, including terminals and digital recording equipment as determined necessary;
5. Centralized database which shall contain all data elements necessary for provision of monitoring services, reporting and historical call transaction information;
6. Provider personnel to include field repair/site technicians to perform oversight, operational assistance and preventative maintenance/repair to the ICS and equipment;
7. Ongoing maintenance, repair, and/or replacement and/or upgrades of all equipment and systems as determined necessary to ensure service delivery;
8. Provision of all required training and instructional materials required for use of the telephone services as applicable to inmates, families, and/or facility staff;
9. Provision of all related support services not otherwise indicated herein, and;
10. Commission payments based on gross revenue of ALL calls and monthly revenue statements provided, upon request.

(E). ICS Installation (General)

All required materials, equipment, hardware, software and station cabling (where re-use is unavailable or new locations are required) for installation and maintenance of the ICS shall be provided by the Provider. Wherever possible, the Provider shall re-use existing station cabling installed at each Facility for the telephone instruments. In cases where existing station cabling cannot be used, the Provider shall install new station cabling (Category 3 minimum) at no cost. Any new cabling shall include wall plate, cross connection, patch cords, etc. as required. The Provider shall comply with all applicable electrical codes. The Provider shall comply with the security guidelines on institutional security policies. The Provider shall provide all coordination required with any local bandwidth provider and other carriers during installation and for the duration of the Agreement.

(F). ICS System Functionality (General)

The Provider shall provide an ICS with a system fully supported by an infrastructure which has the capability to provide specified services such as secure and real-time monitoring of telephone calls. The ICS shall contain security features which

prevent unauthorized individuals from accessing any information held by the Provider. Secure access to the system and the database shall be maintained at all times. The Provider shall provide complete support of all systems and software necessary to ensure provision of services at all times for the duration of the resulting Agreement. The system shall contain an automated announcement function capable of processing calls on a selective bi-lingual basis: English and Spanish.

(G). Inmate Communications Equipment

Throughout the term of the Agreement, the Provider shall own all systems and equipment and shall conduct all maintenance, repairs, upgrades and replacement to systems and equipment at no cost.

(H). Video Visitation System

Provider shall provide, at no cost, a fully operational, secure and reliable Video Visitation System (VVS). The VVS shall, depending on the requirements of the Subscriber, be capable of completing both on-site (standard) and off-site (remote) visitation sessions. The VVS shall be inclusive of all equipment, installation, infrastructure and network, training, operation, and ongoing repairs and maintenance of the entire system and its components which, at a minimum, shall meet the Subscriber's requirements and be in compliance with any industry standard.

(I). VVS Payment

The company will forward monthly payment to subscriber on or about the 30th day starting after the initial traffic month to allow for a billing cycle to complete. Such payment shall be equal to 25% of gross remote visitation session revenue associated with remote visitation originating from the facility not to include federal, state and local taxes, pre-paid account fees, approved free visitation sessions and any other cost recovery mechanism (s). It is understood that on-site (standard) visitation is provided at no cost to inmates and their friends or family. The agreed-upon rates for off-site (remote) visitation sessions are referenced in **Attachment A – Rates, Fees and Commissions** of this Agreement.

(J). VVS Rules and Regulations (General)

1. The Provider shall adhere to any and all municipal, state or federal requirements for VVS installation, certification, training or registration during the life of the agreement.
2. The Provider shall be responsible for compliance with all FCC regulatory requirements and any other requirements imposed by local, state and federal regulatory agencies for all VVS and related services provided throughout the duration of the agreement. Provider reserves the right to decrease commission payments in the event of decreased visitation rates and fees mandated by any local, state or federal agency that adversely effects profitability.
3. The Provider shall be responsible for making all VVS modifications necessary to allow inmates to participate in VVS sessions in compliance with any industry requirement change(s) at no cost to the Subscriber.
4. The Provider shall be responsible for complying with and updating the VVS for any regulatory changes and requirements during the life of the Agreement. These changes include federal, state or local municipal regulatory changes. These changes shall be made within a reasonable time frame at no cost to the Subscriber.

(K). Provider's Responsibilities – VVS

1. Provide a comprehensive VVS that will allow for on-site and off-site visitation services based on the needs of the Subscriber;
2. Provide a VVS which includes, but is not limited to, system infrastructure, network, database, servers, new visitation processors, communications circuits, visitation monitoring and recording functionality, and any additional required system functionality;
3. Installation of new video visitation equipment at all included Facilities and any required station cabling as determined necessary;
4. Provide systems and equipment that support the Facility's visitation monitoring/security needs, including visitation terminals and digital recording equipment as determined necessary;
5. Provide a centralized database which shall contain all data elements necessary for provision of monitoring services, reporting and historical visitation transaction information;

6. Provider personnel to include field repair/site technicians to perform oversight, operational assistance and preventative maintenance/repair to the VVS system and equipment;
7. Provide ongoing maintenance, repair, and/or replacement and/or upgrades of all equipment and systems as determined necessary to ensure service delivery;
8. Provision of all required training and instructional materials required for use of the video visitation services as applicable to inmates, families, and/or facility staff;
9. Provision of all related support services not otherwise indicated herein, and;
10. Remit commission payments based on gross revenue of remote visitation sessions and monthly revenue statements provided, upon request.

(L). VVS Installation (General)

All required materials, equipment, hardware, software and station cabling (where re-use is unavailable or new locations are required) for installation and maintenance of the VVS shall be provided by the Provider. Wherever possible, the Provider shall re-use existing station cabling installed at each Facility for the visitation stations. In cases where existing station cabling cannot be used, the Provider shall install new station cabling at no cost. Any new cabling shall include wall plate, cross connection, patch cords, etc. as required. The Provider shall comply with all applicable electrical codes. The Provider shall comply with the security guidelines on institutional security policies. The Provider shall provide all coordination required with any local bandwidth provider and other carriers during installation and for the duration of the Agreement. Provider will ensure that informational flyers, placards or other media is provided to inmates and visitors showing VVS use instructions, rate information and any other information deemed essential to the utilization of the VVS.

(M). VVS System Functionality (General)

The Provider shall provide a VVS which is suitable for a correctional environment, sturdy, tamper-resistant, and must provide high-quality, stereo audio and broadcast-quality video. The VVS shall be capable of completing on-site visitation sessions at no cost to the general public or inmate, and will charge a per-minute rate for any off-site (remote) visitation sessions connected. The Provider shall provide remote access to authorized users for the Customer for the purpose of managing inmate visitation profiles, monitoring visitation sessions, applying visitation restrictions and managing visitation scheduling. The VVS shall allow authorized users to remotely shut down and/or disable an individual inmate visitation station or group of visitation stations quickly and selectively without affecting other visitation stations. Further, the VVS shall be capable of limiting the length of a video visitation session, providing service at certain times of the day/week/month and allowing a maximum number of video visitation sessions per inmate per week or month.

The VVS shall include a web-based scheduling application allowing visitors (public and professional) to register, schedule, fund and/or cancel standard and remote visitation sessions using an internet browser and internet connection. The VVS shall fully monitor and record all visitation sessions unless there are restrictions that prohibit the recording and monitoring of certain sessions, such as attorney-client restrictions.

(N). Video Visitation Equipment

Throughout the term of the Agreement, the Provider shall own all systems and equipment and shall conduct all maintenance, repairs, upgrades and replacement to systems and equipment at no cost.

(O). Equipment Service & Maintenance

The Provider shall provide equipment to support service delivery as specified herein at all designated Facilities that are fully functional in regards to all labor, materials, service hardware and/or software. The Provider shall further warrant that any equipment installed for the subscriber shall be free of defects, irregularities, code violations and shall operate as designed and proposed or negotiated. Time is of the essence in completing emergency and other service repairs or replacements. Thus, the Provider is required to meet all response times as required by the Facility to return the system to normal operating status. In the event of extraordinary obstacles to service delivery for which the Provider exceeds the time-to-service requirement, notification and a detailed plan of service shall be provided to the Facility.

III. General Policies

(A). Termination

Either party may terminate this Agreement for cause prior to expiration of the initial term if there is an alleged breach of the term(s) by the offending party. If a breach of this Agreement occurs by the Provider, the Subscriber may, by written notice, send a demand letter to cure breach within thirty (30) days. The cure period may be extended to a mutually agreeable date up to ninety (90) days, if the default cannot be reasonably cured within the specified time and if the defaulting party has begun to cure the default. Notice shall be delivered by certified mail (return receipt requested), by other method of delivery whereby an original signature is obtained, or in-person with proof of delivery. This Contract may be terminated by the Subscriber without cause upon thirty (30) Days written notice.

(B). Indemnification

The Provider shall be liable, and agrees to be liable for, and shall indemnify, defend and hold the Facility, its employees, agents, officers, heirs, and assignees harmless from any and all claims, suits, judgments, or damages including court costs and attorney's fees arising out of intentional acts, negligence, or omissions by the Provider, or its employees or agents, in the course of the operations of this Contract.

(C). Provider's Insurance

The Provider agrees to provide adequate insurance coverage on a comprehensive basis and to hold such insurance at all times during the existence of this Agreement.

(D). Assignment

In the event that Provider transfers authority of the Facility covered by this agreement, there shall be no required consent by the Subscriber to the assignment of this Agreement.

(E). Force Majeure

Neither party shall be liable for loss or damage suffered as a result of any delay or failure in performance under this Contract or interruption of performance resulting directly or indirectly from acts of God, fire, explosions, earthquakes, floods, water, wind, lightning, civil or military authority, acts of public enemy, war, riots, civil disturbances, insurrections, strikes, or labor disputes.

(F). Severability

The invalidity or unenforceability of any particular provision of this Contract shall not affect the other provisions hereof and this Contract shall be construed in all respects as if such invalid or unenforceable provision was omitted, so long as the material purposes of this Contract can still be determined and effectuated.

(G). Governing Law

This Agreement is executed and entered into in the State of Texas, and shall be construed, performed and enforced in all respects in accordance with the laws, rules and regulations of the State of Texas.

(H). No Third-Party Beneficiaries

Except as otherwise expressly provided herein, neither this Agreement, nor any amendment, addendum or exhibit attached hereto, nor term, provision or clause contained therein, shall be construed as being for the benefit of, or providing a benefit to any party not a signatory hereto.

(I). Exclusivity and Right of First Refusal

In consideration of compensation and services provided herein, Subscriber grants to Provider exclusive rights to install and maintain telephones and/or inmate communications systems within its building or on its private property (Location) during the term of this Agreement. The Provider and Subscriber have agreed upon specific rates for inmate collect, debit and prepaid collect calls, as well as ancillary inmate communications technologies as described in **Attachment A – Rates, Fees and Commissions** of this Agreement. Except for existing third-party vendors and only until such third-party vendor's contract expires, Subscriber will not allow any products or services that compete with those supplied by Provider during the term of this Agreement to be, or to remain, installed at Subscriber facility, including present and future Subscriber facilities. Provider will have the exclusive right to provide the products and services implemented at Subscriber facility through this Agreement, including any renewals / extensions, and those other inmate communications, educational or entertainment products or services, kiosk services, video visitation, sought by Subscriber during the term of this Agreement, whether the products or services are for inmates located at Subscriber facility or at third-party facilities; provided, however, that Provider may choose not to exercise this exclusive right.

(J). Circumstances Uncontrollable by Provider

We reserve the right to renegotiate or terminate this Agreement upon thirty (30) days written notice if circumstances outside our control related to the Facilities including, without limitation, changes in rates, regulations, or operations mandated by law; reduction in inmate population or capacity; changes in jail policy or economic conditions; acts of God; actions taken by the facility that negatively impact the Providers business, however, we shall not unreasonably exercise such right. Customer acknowledges that Provider's provision of the services is subject to certain federal, state or local regulatory requirements and restrictions which are subject to change from time to time and nothing contained herein shall restrict Provider from taking any steps necessary to perform in compliance.

SUBSCRIBER	PROVIDER
Signature	Signature
Print Name	William L. Pope Print Name
Title	President Title
Date	October 16th, 2024 Date

ATTACHMENT A
CALLING RATES, FEES AND COMMISSIONS

CALL TYPE	PREPAID COLLECT	
	CONNECTION FEE	PER MINUTE
ALL CALLS WITHIN THE UNITED STATES:	\$0.00	\$0..21
MEXICO / CANADA:	\$0.00	\$0..25
CUBA:	\$0.00	\$0.75
ALL OTHER INTL:	\$0.00	\$0.35
COMMISSION AMOUNT:	<u>Twenty Five Percent (25%)</u> of Prepaid Collect Revenue	

Compliance Verification

Rogelio Garcia <rgarcia@cityofedinburg.com>
To: Iris Alvarado <ialvarado@cityofedinburg.com>

Thu, Nov 7, 2024 at 8:37 AM

This is one of the email I received for this project (Jail Phone).

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

From: **Ernest Love - QCABAA** <ernest.love@gsa.gov>
Date: Tue, Nov 5, 2024 at 5:42 PM
Subject: Re: Compliance Verification
To: Rogelio Garcia <rgarcia@cityofedinburg.com>

Rogelio,

I received a confirmation back from the vendor and I finished the review of the provided quote. They have annotated it correctly, you may proceed, If you could send me a copy of the purchase order for my records.

On Tue, Nov 5, 2024 at 8:56 AM Ernest Love - QCABAA <ernest.love@gsa.gov> wrote:

Mr Garcia,

Thank you for providing me the quote for my review. I have a question for the vendor and once they answer that question I will get back to you.

[Quoted text hidden]

--

Ernest Love

Customer Service Director, State and Local Accounts
Office of Account Management
Office of Customer and Stakeholder Engagement
Federal Acquisition Service



U.S. General Services Administration
312-502-3029-3077 / ernest.love@gsa.gov

--

Ernest Love

Customer Service Director, State and Local Accounts
Office of Account Management
Office of Customer and Stakeholder Engagement
Federal Acquisition Service

U.S. General Services Administration
312-502-3029 / ernest.love@gsa.gov

--

Respectfully,

Rogelio Garcia

Special Services Manager

✉: rgarcia@cityofedinburg.com

☎: (956) 289-7710 Cell: (956) 250-9383

🌐: cityofedinburg.com

📍: 1702 S Closner Blvd Edinburg Tx, 78539



[Quoted text hidden]



CITY OF EDINBURG - CITY COUNCIL

Meeting Date: January 7, 2025

CONSENT AGENDA

Agenda Item No: 12.I.

Agreement Interlocal Mutual Aid

1. Agenda Item:

Consider Authorizing the City Manager to Enter Into an Interlocal Agreement Between the County of Hidalgo, Texas and the City of Edinburg Regarding a Mutual Aid (Burglary and Theft of Motor Vehicle) Law Enforcement Task Force to Cooperate in Certain Criminal Investigations. [Jaime Ayala, Chief of Police]

2. Description:

The Edinburg Police Department is recommending that the City participate in the Hidalgo County Motor Vehicle Crime Prevention Authority Task Force in an effort to address auto theft incidents. The Task Force will be administered by the Hidalgo County Sheriff's Office. There will be participation from the City of Mercedes and the City of Weslaco Police Departments in Hidalgo County. The Task Force is funded through a grant from the State of Texas Department of Motor Vehicles. The Police Department intends to assign two (2) police officers to the Task Force. The term of this agreement shall be effective from October 17, 2024 until October 16, 2025.

The South Texas area has been plagued by an increase in motor vehicle theft crimes because of its proximity to the international border with Mexico. The Hidalgo County Auto Theft Task Force was established to combat motor vehicle crime problems. Participation in this Task Force will enhance the Police Department's capabilities in auto theft investigations especially in the area of personnel resources and intelligence gathering.

The \$223,631 will be grant funded through the task force for salaries and motor vehicle reimbursement and \$44,728 will be the local match to be paid through the Edinburg Police Department FY 2024-2025 General Fund Operating Budget for a total of \$268,359. Procurement will adhere to federal guidelines and City policy.

3. Staff's Recommendation:

Approve Authorizing the City Manager to Enter Into an Interlocal Agreement Between the County of Hidalgo, Texas and the City of Edinburg Regarding a Mutual Aid (Burglary and Theft of Motor Vehicle) Law Enforcement Task Force to Cooperate in Certain Criminal Investigations.

Reviewed by:

Jaime Ayala, Chief of Police

Prepared by:

Iris Alvarado, Management
Services Administrator
Chad Dufner, Assistant
Police Chief

Attachments:

A. HCSO & Edinburg City-MVCPA Task Force

WHEREAS, County and City have determined that it is in the best interest and benefit of the citizens of City and County to cooperate in this agreement and that it serves a public purpose;

NOW THEREFORE, County and City in consideration of the mutual covenants expressed hereinafter, agree as follows:

1. All of the above statements are incorporated herein and fully restated.
2. **Purpose.** The purpose of this Agreement is to allow County and City to operate a multi-agency taskforce with the Motor Vehicle Crime Prevention Authority of the State of Texas, which application is attached hereto as Exhibit “A” and made a part hereof for all purposes.
3. **Term.** The term of this Interlocal agreement commences on the effective date indicated above and ends on October 16th, 2025, or unless otherwise terminated as provided herein.
4. **Termination.** This Agreement may be terminated for convenience by either party upon thirty (30) days written notice to the other party. This Agreement may also be terminated immediately by mutual written agreement of the parties. The parties intend this provision to be a continuing right to terminate this Agreement.
5. **Consideration.** As consideration for this Agreement, City agrees to contribute a total of \$44,728.00 in matching funds for the enhancement of the funded grant program in the amounts and methods as follows:

Item Description	Amount	Method (Cash Paid/In Lieu of/In Kind)
Edinburg PD TFOs	\$39,648.00	
Edinburg Rental Vehicle	\$4,168.00	
Edinburg Fuel	\$1,092.00	

6. Allocation of Funds. The specific allocation of the City funds is set out in the attachments to this Agreement, marked as Exhibits “___” through “___” inclusive, and made part hereof for all purposes.

7. Equipment. Upon termination of this Agreement, equipment including vehicles, hardware, and other non-expendable items will revert back to the applicant. The Motor Vehicle Crime Prevention Authority of the State of Texas will be notified and inventory records will be updated.

8. Amendments. This Agreement may be amended by the mutual agreement of the parties hereto in writing to be attached to and incorporated into this agreement.

9. Indemnity. TO THE EXTENT AUTHORIZED BY LAW AND WITHOUT WAIVING ANY GOVERNMENTAL OR OFFICIAL IMMUNITIES OR DEFENSES, CITY AGREES TO AND SHALL INDEMNIFY, SAVE AND HOLD HARMLESS, AND DEFEND COUNTY, ITS OFFICIALS, OFFICERS, AGENTS, AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS AND LIABILITY OF EVERY KIND, INCLUDING BUT NOT LIMITED TO ATTORNEY’S FEES AND RELATED COSTS, FOR PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE, DESTRUCTION, OR LOSS ARISING OUT OF OR CONNECTED IN ANY WAY WITH THE PERFORMANCE BY CITY OFFICIALS, AGENTS, AND EMPLOYEES OF CITY’S RESPONSIBILITIES UNDER THIS AGREEMENT, WHERE SUCH PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE, DESTRUCTION, OR LOSS IS CAUSED BY THE JOINT NEGLIGENCE OF CITY AND ANY OTHER PERSON OR ENTITY OR THE JOINT INTENTIONAL ACT OR OMISSION OF CITY AND ANY OTHER PERSON OR ENTITY. SUCH INDEMNITY SHALL APPLY WHERE THE CLAIMS, LOSSES, DAMAGES, CAUSES OF SUCH ACTION, SUITS OR LIABILITY ARISE IN WHOLE OR IN PART FROM THE NEGLIGENCE OR INTENTIONAL ACT OR OMISSION OF CITY.

10. This Agreement is not intended to extend the liability of the Parties beyond that provided by law. Neither County nor City waive, nor shall be deemed to have hereby waived, any immunity or defense that would otherwise be available to it against claims arising from third parties.

11. Entire Agreement. This Agreement contains the entire contract between the parties hereto and each party acknowledges that neither has made (either directly or through any agreement or representative) and representation or agreement in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by City and County, and not otherwise.

12. Texas Law to Apply. The validity of this Agreement and of any of its terms or provisions, as well as the rights and duties of the Parties, shall be governed by the laws of the State of Texas. This agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligation of the parties created hereunder are performable in Hidalgo County, Texas. The City hereby consent to personal jurisdiction in Hidalgo County, Texas.

13. Conflict of Applicable Law/Severability. Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is a conflict between and provisions of their Agreement and any present or future law, ordinance or

administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provisions or provision of the Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during times such conflict exists. In case any one or more of the provisions contained in this Agreement will for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect any other provision thereof, and this Agreement will be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

14. Authority to Execute. The execution and performance of this Agreement by each Party to this Agreement has been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of the Parties to this Agreement in accordance with its terms.

15. Notice. Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communication required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to County: County of Hidalgo
Attention: County Judge
100 E. Cano, 2nd Floor
Edinburg, TX 78539

w/ copy to: Hidalgo County Sheriff's Office
Attn: Hidalgo County Sheriff
711 El Cibolo Rd.
Edinburg, TX 78541

If to City: City of _____
Attn: _____
Address: _____

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the United States mail.

16. Governmental Purpose. Each party hereto is entering into this Agreement for the purpose of providing for governmental services or functions and will pay for such services out of current revenues available for the paying party, as herein provided.

17. Commitment or Current Revenues Only: In the event that during any term hereof; the governing body of any party does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then any party may terminate this Agreement upon ninety (90) days written notice to the other party. Each of the parties hereto agrees, however, to use its best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of each party hereto pursuant to the provisions of Tex. Loc. Govt. Code Ann. §271.903.

18. Liability Insurance. Each entity will carry sufficient liability insurance at the statutorily required limits, pursuant to the Texas Tort Claims Act.

19. No Waiver of Immunities/Defenses: Nothing in this Agreement is intended to and the Parties to this Agreement do not hereby waive, release or relinquish any right to assert any of the defenses the Parties to this Agreement may enjoy by virtue of the state or federal constitution, laws, rules or regulations, and any sovereign, official or qualified immunity available to the Parties to this Agreement as to any claim or action of any person, entity, or individual against the Parties to this Agreement.

20. Non-Discrimination. The Agreement and all related activities shall be conducted in a manner that does not discriminate against any person on a basis prohibited by applicable law or by each Party's respective policy, including without limitation race, color, national origin, religion, sex, age, veteran status, disability or any other protected category.

21. Additional Documents. The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

22. Successors. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

23. Assignments. This Agreement shall not be assignable.

24. Gender and Number. All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and singular shall include the plural whenever and so often as may be appropriate.

22. Authority to Execute: The execution and performance of this Agreement by each Party to this Agreement has been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of the Parties to this Agreement in accordance with its terms.

23. Governing Provisions. Parties shall comply with all applicable laws and regulations.

24. Headings. The headings and captions contained in this Agreement are solely for convenience reference and shall not be deemed to affect the meaning or interpretation of any provision of any paragraph hereof.

25. Prior Agreements. This Agreement supersedes and terminates all previous Interlocal Agreement(s) between the parties hereto concerning the subject matter hereof, except for any Interlocal Agreement dated prior to this Agreement to the extent work is being performed under said Agreement at the time of executing this Agreement. Once ongoing work under any such previous Interlocal Agreement(s) is completed and payment is remitted such previous Interlocal Agreement shall terminate at such time.

26. Appendix II to CFR 200-Contract Provisions. Pursuant to 2 CFR 200.327, a non- Federal entity's contracts must contain the applicable provisions described in Appendix II to 2 CFR 200-Contract Provisions for non-Federal Entity Contracts under Federal Awards. Therefore, if applicable, the provisions of Appendix II to 2 CFR 200 are incorporated by reference into this County contract should it be subject to Federal award.

[SIGNATURE PAGE TO FOLLOW]

WITNESS THE HANDS OF THE PARTIES effective as of the day and year first written above.

THE CITY OF _____,
TEXAS

Ramiro Garza, Jr.
Mayor

ATTEST

Clarice Balderas
City Secretary

THE COUNTY OF HIDALGO

Richard F. Cortez, County Judge

ATTEST

Arturo Guajardo, Jr., County Clerk

Approved by Hidalgo County Commissioners Court on: _____
Agenda Item No. _____

APPROVED AS TO FORM:

Hidalgo County Criminal District Attorney's Office
Toribio "Terry" Palacios

_____, Assistant District Attorney



CITY OF EDINBURG - CITY COUNCIL

Meeting Date: January 7, 2025

CONSENT AGENDA

Agenda Item No: 12.J.

RFP 20214-023 Maintenance and Repair of Heating, Ventilating, Air Conditioning and Ice Machine Systems.

1. **Agenda Item:**

Consider Awarding RFP No. 2024-023, Maintenance and Repair of Heating, Ventilating, Air Conditioning and Ice Machine Systems to Morin Air Cooling & Heating the Highest-Ranking Proposal and Authorize the City Manager to Enter Into a Professional Services Contract Pursuant to the City's Ordinances and Procurement Policies. [Tomas D. Reyna, Assistant City Manager]

2. **Description:**

The contractor will be required to provide comprehensive HVAC maintenance and repair services for City facilities as detailed in the agreement. The contractor must employ skilled professionals with proven experience in delivering HVAC maintenance, ice machine system support, and repair services for municipal facilities of comparable scope and complexity. It is the Contractor's duty to design and execute a routine maintenance program that ensures all HVAC systems in designated City facilities are maintained to the satisfaction of the City representative.

For this contract, routine preventative HVAC maintenance is defined as scheduled inspections and proactive servicing to minimize downtime and ensure efficient heating and cooling operations. All maintenance and repairs must adhere to the highest industry standards, demonstrate exceptional workmanship, align with best trade practices, honor warranties, and comply with all relevant laws, codes, and regulations. The Contractor's maintenance program and repair services must, at a minimum, fulfill the specifications outlined.

On October 29, 2024 RFP's were opened for RFP No. 2024-023, Maintenance and Repair of Heating, Ventilating, Air Conditioning and Ice Machine Systems. One (1) proposal was received and opened and met all specified requirements. The proposal was evaluated by a ranking committee comprising the Assistant City Manager, Building Maintenance Manager, Parks Manager, and Director of Aviation.

Staff recommends awarding the RFP to Morin Air Cooling & Heating based on their submitted pricing. Morin Air Cooling & Heating has been providing services to the City for the past 10 to 15 years and remains in good standing with the City.

3. **Staff's Recommendation:**

Approve Awarding RFP No. 2024-023, Maintenance and Repair of Heating, Ventilating, Air Conditioning and Ice Machine Systems to Morin Air Cooling & Heating the Highest-Ranking Proposal and Authorize the City Manager to Enter Into a Professional Services Contract Pursuant to the City's Ordinances and Procurement Policies.

Reviewed by:

Prepared by:

Tomas Reyna, Assistant City Manager

Attachments:

- A. RFP 2024-023 -Respondent List (1)
- B. Vendor Scores by Evaluation Criteria-Maintenance and Repair of (1)
- C. A-C_Bidders_List
- D. Notice to Respondents-HVAC (1)
- E. Maintenance and Repair of Heating, Ventilating, Air Conditioning and Ice Machines Systems Agreement
- F. City_Of_Edinburg_Proposal



RFP 2024-023 - Maintenance and Repair of HVAC and Ice Machines

Opening Date Oct. 29, 2024 at 3:00 p.m

Vendor	Contact Name	Contact Email	Contact Phone	Status	Submission Date
Morin Air Cooling & Heating	Jose Morin	morinair@aol.com	(956) 240-1365	Submitted	10/28/2024 18:42



RFP 2024-023 - Maintenance and Repair of Heating, Ventilating, Air Conditioning and Ice Machine Systems

Opening Date: Oct. 29, 2024 at 3:00 p.m.

Vendor	HVAC Preventative Maintenance Fees (Up to 60 Points)	Previous Experience in providing a superior level of service on like-sized public and/or private projects: (Up to 15 Points)	Assessment of Work Quality, Performance and Working Relationships with Current and Recent Clients: (Up to 10 points)	Qualifications of Staff to be assigned to provide maintenance services at City Facilities. (Up to 5 Points)	Communication systems and reporting capabilities	City of Edinburg local Business / Office located in City of Edinburg. (Up to 5 Points)	Total Score
Morin Air Cooling & Heating	60	15	10	5	5	5	100

Comfort A/c & Heating
George Selvera
(956)402-1521
Jeorgeselvera1@yahoo.com

Serna Quality Air/Ac
Emeterio Serna
(956)784-9649
txqualityair@gmail.com

Carrier
Tony Moncada
(956)346-4282
Juan.moncadajr@carrier.com

Air Duct Cleaning
Sergio Cantu
(956)668-8945

Protech Mechanical, Inc
Rodrigo Posada
(956)398-8181
rposada@protechmech.com

Morin Air (Cooling & Heating)
Joe Morin
(956)240-1365
morinair@aol.com

Trane A/c
Fabian
(956)252-9099
Fabian.cantu@trane.com

Cytech Heating & Cooling
(956) 338-4644
Felipe Gyatan
Commercial@cytechheatingandcooling.com

American A/C Heating
(956) 338-4853
Homero Flores
Service@myrepaircenter.com

REQUEST FOR PROPOSAL

2024-023

MAINTENANCE AND REPAIR OF HEATING, VENTILATING, AIR CONDITIONING AND ICE MACHINE SYSTEMS

City of Edinburg
415 W. University Drive
Edinburg, TX 78541



RELEASE DATE: September 25, 2024

DEADLINE FOR QUESTIONS: October 4, 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

Maintenance and Repair of Heating, Ventilating, Air Conditioning and Ice
Machine Systems

I.	Introduction.....
II.	Legal Notice
III.	Instructions, Terms and Conditions.....
IV.	Specifications.....
V.	Vendor Questionnaire.....
VI.	Pricing Proposal
VII.	Evaluation Criteria

Attachments:

A - Maintenance and Repair of Heating, Ventilating, Air Conditioning and Ice
Machines Systems Agreement

1. Introduction

1.1. Summary

The Contractor shall provide full-service HVAC maintenance and repair services to City Facilities as outlined in this document. Contractor shall retain professional personnel who have successfully and competently provided municipal facility HVAC maintenance, Ice machine systems, and repair services on projects of similar scope and complexity. It shall be the Contractor's responsibility to develop and implement a routine maintenance program to effectively maintain, to the satisfaction of the City representative, all aspects of HVAC systems in City defined facilities. For the purpose of this contract, routine preventative HVAC maintenance shall be defined as scheduled routine inspection and proactive servicing of HVAC systems so as to facilitate heating/cooling with a minimal downtime. The routine maintenance and all repairs shall be provided in accordance with the highest standards of the industry, skill, workmanship, applicable trade practices, meet warranties and be in conformance with all applicable laws, codes and regulations. The successful Contractor's maintenance program and repairs shall, at a minimum, include but not limited to the specifications outlined herein.

1.2. Background

It is the Contractor's responsibility to provide an appropriate level of staffing and provide appropriate tools and vehicles necessary to support all facility HVAC and ice machines maintenance functions during hours of maintenance and for response after normal working hours. Contractor shall maintain the appropriate Contractor's license and will comply with all other license, insurance and permit requirements of the City, State and Federal governments, as well as all other requirements of the law.

1.3. Contact Information

Tomas Reyna

Assistant City Manager

415 W. University Dr.

Edinburg, TX 78539

Email: treyna@cityofedinburg.comPhone: [\(956\) 388-8207](tel:(956)388-8207)**Department:**

Building Maintenance

Department Head:

Tom Reyna

Assistant City Manager

1.4. Timeline

Release Project Date	September 25, 2024
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Pre-Proposal Meeting (Non-Mandatory)	October 4, 2024, 10:00am Edinburg Activity Center, 123 Mark S. Peña Dr, Edinburg, TX 78539, USA
Question Submission Deadline	October 4, 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 Maintenance and Repair of Heating, Ventilating, Air Conditioning and Ice Machine Systems.

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 bidder'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. 2024-023" 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. 2024-023

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 Friday, October 4, 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: Maintenance and Repair of Heating, Ventilating, Air Conditioning and Ice Machine Systems

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 Maintenance and Repair of Heating, Ventilating, Air Conditioning and Ice Machine Systems 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. Maintenance and Repair of Heating, Ventilating, Air Conditioning and Ice Machines Systems

PURPOSE:

The City of Edinburg is seeking proposals from Texas State licensed Heating, Ventilation, Air Conditioning and Ice Machine Systems, ("HVAC") Contractors for HVAC Maintenance and Repair Services at various City facilities. Contractor will provide full-service HVAC maintenance and repair services and administer the duties and responsibilities set forth in this Request for Proposals ("RFP"), in compliance with all applicable laws, regulations, policies and procedures. Firms submitting bids must be prepared to immediately enter into a contract ("Agreement") for the services and duties as set forth in this RFP.

The work will include the provision of a complete maintenance and management program including, but not limited to the inspection, preventative maintenance, repair, programming and other tasks and services necessary to ensure safe, well maintained HVAC systems providing quality air for City employees and the public and for current and future ice machines. Preventive maintenance and repairs may include, but not be limited to, rooftop variable air volume cooling units, rooftop cooling/heating package units, exhaust fans and water boilers. The successful vendor will be responsible for providing labor, supervision, materials, equipment, transportation, service and the shop facilities necessary to perform high quality work. Vendor will also be responsible for discarding all used materials.

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.

REQUEST FOR PROPOSALS:

The required contents and limitations for the preparation of the RFP are described in this section. Failure to provide the requested information or adhere to any of The CITY limitations will result in disqualification of the submitted RFP.

SUBMITTAL:

Proposers may submit their proposals electronically or hard copy. However, each must fully conform to the requirements for submission. Proposers must label the hard copy submittal (e.g., Bid Number, Project Name). Proposers may submit alternate pricing schemes without having to submit multiple proposals.

4.2. Scope of Work

The Contractor shall provide full-service HVAC maintenance and repair services to City Facilities as outlined in this document. Contractor shall retain professional personnel who have successfully and competently provided municipal facility HVAC maintenance, Ice machine systems, and repair services on projects of similar scope and complexity. It shall be the Contractor's responsibility to develop and implement a routine maintenance program to effectively maintain, to the satisfaction of the City representative, all aspects of HVAC systems in City defined facilities. For the purpose of this contract, routine preventative HVAC maintenance shall be defined as scheduled routine inspection and proactive servicing of HVAC systems so as to facilitate heating/cooling

with a minimal downtime. The routine maintenance and all repairs shall be provided in accordance with the highest standards of the industry, skill, workmanship, applicable trade practices, meet warranties and be in conformance with all applicable laws, codes and regulations. The successful Contractor's maintenance program and repairs shall, at a minimum, include but not limited to the specifications outlined herein.

A. Project Specifics

It is the Contractor's responsibility to provide an appropriate level of staffing and provide appropriate tools and vehicles necessary to support all facility HVAC and ice machines maintenance functions during hours of maintenance and for response after normal working hours. Contractor shall maintain the appropriate Contractor's license and will comply with all other license, insurance and permit requirements of the City, State and Federal governments, as well as all other requirements of the law.

B. Term of Service

The term of the contract will be from December 1, 2024 through December 31, 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, one-year periods, beginning on January 1, 2026. This option will be exercised only if the Contractor has demonstrated superior performance in provision of HVAC Maintenance, Ice Machine System, and Repair Services to the City.

Pricing entries in the Bid Proposal 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.

C. Work Hours

Scheduled maintenance and repairs shall typically occur during 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
Ice Makers Systems	1@800lbs. and 7 @400lbs

D. 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.....4- 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. Routine repairs, 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.

E. Trouble-Call/Repair Service

Should the City request the Contractor to correct trouble with HVAC equipment between scheduled maintenance examinations, the City shall be responsible for labor and travel costs associated therewith. These costs, as listed in the proposal, will be a critical part of the evaluation criteria. Rates shall be firm for the term of the contract. The City reserves the right to contract with others for trouble calls and repairs.

F. Travel Time for Repairs

Please list hourly rates for additional maintenance and repair of HVAC equipment at City Facilities in the Pricing Proposal Section 4.-HOURLY REPAIR RATES.”

G. Billable Work

All work beyond and in addition to the scope of the contract shall be considered billable hours and will require that an estimate for that proposed work be provided to the City Representative for consideration and approval prior to work being completed. The Contractor shall not bill for unnecessary repairs, for repairs that were not completed satisfactorily, for repairs that did not fix an identified problem, or for facility visits that are made by staff unqualified to complete needed repairs.

H. Staffing, Workmanship and Quality Level

The Contractor shall provide a staffing level that will provide the desired level of customer service, program support, and HVAC Maintenance and Repair services at designated City facilities. All work shall be performed by journey level staff directly employed and supervised by the Contractor. The Contractor shall provide management and technical supervision through competent supervisors as required. The Contractor shall be responsible for the skills, methods and actions of all employees, Subcontractors and for all work done. The Contractor shall have the knowledge, ability, and technical expertise to remotely monitor, interpret and troubleshoot problems prior to arriving on site utilizing interfaces to any existing or future Energy Management Control System (EMCS), as well as the knowledge, ability, and technical expertise to diagnose and repair components of the EMCS including, but not limited to, sensors, actuators, controllers, man machine interfaces and logic.

I. Maintenance and Repair Locations

Activity Center	123 E. Mark Pena Dr. (Palm Dr.)
Airport Cargo Building	1310 FM 490
Airport Terminal	1300 FM 490.
Police Department	1702 S. Closner Blvd.
Central Fire Station	212 W. McIntyre St.
City Auditorium	200 N 7 th Ave.
City Hall	415 W. University Dr.
Ebony Hills Golf Course	300 W. Mark Pena Dr. (Palm Dr.)
Edinburg ACE Building	315 W. McIntyre St.
Airport Main Hanger 3	1300 FM 490
Airport Hanger 4	1300 FM 490

Airport Hanger 5	1300 FM 490
El Tule Recreation Center	700 S. Veterans Blvd.
Fire Department Museum	211 W. McIntyre St.
Fire Department Training Field B#14	1313 N Doolittle Rd.
Fire Department Training Field B#2	1313 N Doolittle Rd.
Fire Station #2	602 West Canton Rd.
Fire Station #3	1221 E. University Dr.
Fire Station #4	315 Matthew
Fire Station #5	800 East Davis Rd.
Fountain Center	1210 E. Kuhn St.
Fountain Center Annex	1210 E. Kuhn St.
Jacyee Park Recreation Annex	420 S. 19 th St.
Solid Waste Building (Landfill)	8601 Jasman Rd.
Dustin Sekula Memorial Library	1906 S. Closner Blvd.
Los Lagos Golf Course	1720 S. Raul Longoria Rd.
Parks and Maintenance Shop	1231 N Doolittle Rd.
Downtown Water Treatment Plant	500 E Mahl St.
West Water Treatment Plant	1752 Mon Mack Rd.
Waste Water Treatment Plant	1202 N. M Rd.
Solid Waste Recycling Center	3102 US BUS 281
Service Center & Yard	1201 N. Doolittle Rd.
Parks & Recreation Wellness Center	315 E. Mark Penda Dr. (Palm Dr.)
Police Department Training Facility	1313 N. Doolittle Rd.
Animal Care Facility	1301 N. Doolittle Rd.
World Birding Center	714 S. Raul Longoria Rd.

J. Tools and Equipment

The Contractor shall furnish and maintain all equipment necessary for properly servicing and maintaining HVAC systems in City buildings. The City of Edinburg reserves the right to inspect equipment to be used to perform services under this contract. Any equipment determined to be in poor condition must be replaced immediately, at the Contractor's expense. Failure to provide suitable equipment for carrying out all requirements of this contract may be grounds for termination.

K. Parts and Materials

The Contractor shall furnish all parts and materials necessary for properly maintaining and repairing HVAC systems in City buildings. Mark-up on parts and materials may not exceed 10% of Contractor's cost. Invoices must identify the work performed, cost of labor, parts/materials used, parts/materials cost, and parts/materials mark-up cost.

L. Energy Management Control System

The Contractor shall interpret and respond to problems and maintenance issues identified by the energy management control systems (EMCS) in place at the Parks and Recreation Wellness Center, Edinburg Police Department, Solid Waste Building and City Hall building. Systems shall be monitored at least weekly, and more frequently when known issues are present or reported. The Contractor shall strive to share the knowledge of

the EMCS functions, and have the ability to assist City maintenance staff become more aware of the issues/problems that the EMCS may be indicating, thus minimizing unnecessary service calls. The Contractor shall have the knowledge, ability, and technical expertise to remotely monitor, interpret and troubleshoot problems prior to arriving on site utilizing interfaces to any existing or future EMCS, as well as the knowledge, ability, and technical expertise to diagnose and repair components of the EMCS including, but not limited to, sensors, actuators, controllers, man machine interfaces and logic. Existing energy management systems are varied models and manufacturers and are unique to each building. Contractor must receive authorization from the City Representative before sending staff to respond to EMCS alarms.

M. First Service at each Facility

During the first service at each site the Contractor will make recommendations on repairs or upgrades to systems within sixty (60) days. City Representative will respond to these recommendations within thirty (30) days of receiving them.

N. Inspections and Remedies

So as to ensure consistent quality of the work being performed, the City Representative will perform periodic inspections of HVAC systems to ensure compliance with the contract specifications. Inspections may be made by the City at any time to confirm that work performed meets specifications. If corrective work is required, the City will provide a written list of items and the Contractor shall correct deficiencies as directed. If deficiencies are not corrected in a timely manner, the City may perform the work using others and deduct the cost from the Contractor's payment.

O. 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.

P. 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.

Q. 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).

4.3. QUARTERLY AND ANNUAL PREVENTATIVE MAINTENANCE SCHEDULE

Quarterly and Annual Preventative Maintenance Services for all facilities will include a check for proper function of all components and systems, and the following:

Rooftop Variable Air Volume Cooling Units:

A. **General**

1. Check for Safety Hazards.

2. Check for debris on the roof and around the equipment and remove.
3. Replace Air Filters.
4. Check and set time clocks/EMS schedule.
5. Check that all equipment panels are secure.

B. Compressor Section

1. Check for unusual noise/vibration.
2. Check oil sight glass level.
3. Check for visual signs of oil/leaks
4. Check suction line temperature.
5. Check crankcase heater(s).
6. Check for excessive amp draw and current unbalance.
7. Check for voltage unbalance.

C. Condenser Section

1. Check coil(s) cleanliness/fin condition.
2. Check for visual signs of oil/leaks.
3. Check fan bracketing and blades for cracks/damage/distortion.
4. Check all fans are operational and correct rotation.
5. Amp all fan motors and compare to nameplate.
6. Check that wiring is secure and clear of rotation blades.

D. Evaporation Section

1. Check coil(s) cleanliness/fin condition.
2. Inspect drain pans for cleanliness/standing water.
3. Check pan tabs and note if replacement required.
4. Check drain line for free flow.
5. Check for visual signs of oil/leaks.
6. Check TXV bulb secure and insulated.
7. Check sight glass/moisture indication.
8. Verify proper hot gas bypass valve operation.
9. Check motor, drive, and blower for unusual noise/vibration.
10. AMP motor and compare with nameplate.
11. Check v-belt(s) and sheaves condition, alignment, and tension.
12. Lubricate motor bearings (do not over-lubricate)
13. Lubricate blower shaft bearings.
14. Lubricate vane assemblies (bldg. must be unoccupied if using aerosol)

E. Economizer Section

1. Check return air/outside air dampers, actuators for free operation.
2. Lubricate dampers and linkage ball joints.
3. Verify minimum position properly set.
4. Lubricate motor bearings (do not over-lubricate)
5. Lubricate blower shaft bearings.
6. AMP motor and compare with nameplate.
7. Check power exhaust v-belt, sheave, alignment and tension.

F. Control Panel

1. Check all contactors and points.
2. Check for over-heated, burned, or loose wiring/connections.
3. Check all safety controls.
4. Check operating controls.
5. Cycle discharge air controller through all stages; verify unloader operation.
6. Clean panel and components of dirt and debris.

Rooftop Cooling/Heating Package Units:

A. General

1. Check for safety hazards.
2. Check for debris on roof and around equipment and remove.
3. Replace air filters.
4. Check and set time clocks/EMS schedule.
5. Check that all equipment panels are secure.

B. Compressor Section

1. Check for unusual noise/vibration.
2. Check oil sight-glass level.
3. Check for visual signs of oil/leaks.
4. Check suction line temperature.
5. Check crankcase heater(s).
6. Check for excessive AMP draw and current unbalance.
7. Check for voltage unbalance.

C. Condenser Section

1. Check coil(s) cleanliness/fin condition.
2. Check for visual signs of oil/leaks.
3. Check fan bracketing, rain guard and blades for cracks/damage.
4. Check all fans are operational and correct rotation.
5. AMP all fan motors and compare to nameplate.
6. Check that wiring is secure and clear of rotation blades.

D. Evaporation Section

1. Check coil(s) cleanliness/fin condition.
2. Inspect drain pans for cleanliness/standing water.
3. Check pan tabs and note if replacement required.
4. Check drain line for free flow.
5. Check for visual signs of oil/leaks.
6. Check TXV build secure and insulated.
7. Take coil temperature difference (TD) reading.
8. Check motor, drive and blower for unusual noise/vibration.
9. Check sight glass/moisture indication.
10. Check v-belts(2) and sheaves condition, alignment, and tension.

11. Lubricate motor bearings (do not over-lubricate)
12. Lubricate blower shaft bearings.
13. AMP Motor and compare with nameplate.

E. Gas Heating Section

1. Inspect heat exchanger from combustion chamber for cracks.
2. Verify proper operation of combustion blower.
3. Verify proper lighting sequence.
4. Inspect burners and combustion chamber cleanliness and condition.
5. Check pilot and main burner flame quality.
6. Check for flame roll-out.

F. Economizer Section

1. Check return air/outside air dampers, actuators for free operation.
2. Lubricate dampers and linkage ball joints.
3. Verify minimum position properly set.
4. Lubricate blower shaft bearings.
5. AMP motor and compare with nameplate.

G. Control Panel

1. Check all contactors, coils and contracts.
2. Check for over-heated, burned, or loose wiring/connections.
3. Check all safety controls.
4. Check operating controls.
5. Cycle unit in all modes and check operation.
6. Clean panel and components of dirt and debris.

Exhaust Fans:

- A. Inspect belts, bearing and motor operation.
- B. Check flow rate for adequacy using flow meter.

Water Boilers:

- A. Open front and rear doors. Clean and vacuum fireside surfaces as required.
- B. Inspect all refractory. Patch and wash coat as required.
- C. Seal and close front and rear doors properly.
- D. Remove low and auxiliary lower water cut off controls, clean and inspect. Then re-install using new gaskets.
- E. Remove plugs in control piping, inspect, clean and re-install.
- F. Place all hand hole and manhole plates with new gaskets.
- G. Open feed water tank manway, inspect and clean as required. Replace manway plate with new gasket.
- H. Clean burner and burner pilot.
- I. Check pilot electrode and adjust or replace.
- J. Clean air damper and blower assembly.
- K. Clean motor starter contacts and check operations.

- L. Make necessary adjustments to burner for proper combustion and record all results in-service report.
- M. Perform all flame safeguard and safety trip checks and record results in service report.
- N. Check all hand hole plates and manholes plates for leaks at normal operation temperatures and pressures.
- O. Troubleshoot any boiler system problems as requested by on-site personnel.

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 ANNUAL PREVENTATIVE MAINTENANCE OF HEATING, VENTILATING AND AIR CONDITIONING (HVAC) EQUIPMENT AT CITY FACILITIES AS DESCRIBED IN THE TECHNICAL SPECIFICATIONS:

Line Item	Description	Unit of Measure	Quarterly Inspection Amount - Cost for one (1) Qtrly Inspection	Annual Inspection Amount - Cost for One (1) Annual Inspection
1	Window Units: Provide quarterly HVAC maintenance (including travel time and all anticipated costs (filters, etc.))	EA		
2	2 Ton Units: Provide quarterly HVAC maintenance (including travel time and all anticipated costs (filters, etc.))	EA		
3	2.5 Ton Units: Provide quarterly HVAC maintenance (including travel time and all anticipated costs (filters, etc.))	EA		
4	3 Ton Units: Provide quarterly HVAC maintenance (including travel time and all anticipated costs (filters, etc.))	EA		
5	4 Ton Units: Provide quarterly HVAC maintenance (including travel time and all anticipated costs (filters, etc.))	EA		
6	4.5 Ton Units: Provide quarterly HVAC maintenance (including travel time and all anticipated costs (filters, etc.))	EA		
7	5 Ton Units: Provide quarterly HVAC maintenance (including travel time and all anticipated costs (filters, etc.))	EA		
8	7 Ton Units: Provide quarterly HVAC maintenance (including travel time and all anticipated costs (filters, etc.))	EA		

Line Item	Description	Unit of Measure	Quarterly Inspection Amount - Cost for one (1) Qtrly Inspection	Annual Inspection Amount - Cost for One (1) Annual Inspection
9	7.5 Ton Units: Provide quarterly HVAC maintenance (including travel time and all anticipated costs (filters, etc.))	EA		
10	10 Ton Units: Provide quarterly HVAC maintenance (including travel time and all anticipated costs (filters, etc.))	EA		
11	12.5 Ton Units: Provide quarterly HVAC maintenance (including travel time and all anticipated costs (filters, etc.))	EA		
12	15 Ton Units: Provide quarterly HVAC maintenance (including travel time and all anticipated costs (filters, etc.))	EA		
13	17.5 Ton Units: Provide quarterly HVAC maintenance (including travel time and all anticipated costs (filters, etc.))	EA		
14	20 Ton Units: Provide quarterly HVAC maintenance (including travel time and all anticipated costs (filters, etc.))	EA		
15	25 Ton Units: Provide quarterly HVAC maintenance (including travel time and all anticipated costs (filters, etc.))	EA		
16	Chill Water Units: Provide quarterly HVAC maintenance (including travel time and all anticipated costs (filters, etc.))	EA		
17	Water Fountains Units: Provide quarterly maintenance (including travel time and all anticipated costs, filters, and etc.)	EA		

Line Item	Description	Unit of Measure	Quarterly Inspection Amount - Cost for one (1) Qtrly Inspection	Annual Inspection Amount - Cost for One (1) Annual Inspection
18	Ice Machines Units: Provide quarterly maintenance. (including travel time and all anticipated costs, filters, and etc.)	EA		

ADDITIONAL SERVICE

Coil Cleaning Service

Line Item	Description	Unit of Measure	Annual Service Unit Cost
1	Coil Cleaning Service: Provide Annual Coil Cleaning (maintenance including travel time and all anticipated costs filters, and etc.)	EA	

HOURLY RATES FOR ADDITIONAL MAINTENANCE AND REPAIR OF HEATING, VENTILATING AND AIR CONDITIONING (HVAC) EQUIPMENT AND ICE MACHINES AT CITY FACILITIES:

Line Item	Description	Unit of Measure	Unit Cost Per Hour Rate
1	Between the Hours of 8:00 a.m. to 5:00 p.m. (During regular business hours)	EA	
2	Between the Hours of 5:00 p.m. to 8:00 a.m. (after regular business hours/overnight)	EA	
3	Weekends & Holidays	EA	
4	Travel Fee per repair	EA	

7. Evaluation Criteria

No.	Evaluation Criteria	Scoring Method	Weight (Points)
1.	HVAC Preventative Maintenance Fees (Up to 60 Points) *Quarterly Inspection *Annual Inspection *Coil Cleaning Service *Hourly Repair Rates	Points Based	60 (60% of Total)
2.	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? B. How many years has your company been in business under its present business name? C. Describe your previous experience providing HVAC maintenance and repair 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. Provide names, street addresses, phone numbers, and explain the circumstances	Points Based	15 (15% of Total)

3.	Assessment of Work Quality, Performance and Working Relationships with Current and Recent Clients: (Up to 10 points) A. List three (3) similar sized customers that you have provided ongoing HVAC 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 company has provided HVAC 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 maintenance 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.	Points Based	5 (5% of Total)

5.	Well organized communication systems and reporting capabilities that demonstrate an ability to complete tasks efficiently and effectively and do not require constant supervision 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.	City of Edinburg local Business / Office located in City of Edinburg. (Up to 5 Points) Past history working with the City of Edinburg.	Points Based	5 (5% of Total)

STATE OF TEXAS	§	AGREEMENT BETWEEN THE CITY OF
COUNTY OF HIDALGO	§	EDINBURG AND J.A. I ENTERPRISE, LLC
CITY OF EDINBURG	§	DBA MORIN AIR COOLING AND HEATING
		AND REPAIR OF HEATING, VENTILATING,
		AIR CONDITIONING AND ICE MACHINES
		SYSTEMS

The City of Edinburg, Hidalgo County, Texas, a municipal corporation, (hereinafter “City”) and J.A. I. Enterprises, LLC DBA Morin Air Colling and Heating (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 maintenance and repair of heating, ventilating, air conditioning and ice machines systems. The City of Edinburg is soliciting professional service company’s and suppliers for services and materials and labor related to constructing maintenance and repair of heating, ventilating, air conditioning and ice machines.

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 hourly 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 the 2024 Holiday Lighting and Decorations for the City of Edinburg's Promenade Walkway, Promenade Park, and City Hall other than the services under this agreement. In such case, Contractor shall coordinate sequence and schedule its work together and in cooperation with such other contractors. In the event of any difficulties caused by any such other separate contractor, this Contractor shall look solely for relief to such other contractors and shall not make claim against City.

SECTION XIII

MINIMUM INSURANCE REQUIREMENTS

Contractor shall be adequately insured and carry liability, workers' compensation, automobile insurance and professional liability for injury to its employees and others incurring loss or injury as a result of the acts of Contractor or its employees. In accordance with City ordinances, Contractor shall be required to hold the following minimum insurance coverage throughout the duration of this agreement:

- A. Workers Compensation
 In accordance with State statute.

- B. Comprehensive General Liability
 - 1. Bodily Injury
 - \$250,000 each person
 - \$500,000 each occurrence
 - 2. Property Damage
 - \$100,000 each occurrence
 - \$100,000 each aggregate

or \$500,000 combined single limits

- C. Comprehensive Auto Liability
 - 1. Bodily Injury
 - \$100,000 each person
 - \$500,000 each occurrence
 - 2. Property Damage
 - \$100,000 each occurrence
 - \$100,000 aggregate

or \$500,000 combined single limits

D. City's Protective Liability

1. Bodily Injury

\$250,000 each person
\$500,000 each occurrence

2. Property Damage

\$100,000 each occurrence
\$100,000 each aggregate

or \$500,000 combined single limits

E. Professional Liability

1. Professional

\$1,000,000 per claim and in the aggregate

F. Evidence of the above insurance coverage is attached as Exhibit "B" and the City of Edinburg shall be listed as an additional insured.

G. Contractor hereby agrees as follows:

1. To punctually pay or cause to be paid all premiums and other sums payable under each insurance policy required to be obtained, kept, and maintained pursuant to this Agreement;

2. To maintain in full force and effect the policies required to be carried to the extent so required to be carried pursuant to the terms hereof;

3. To ensure that all Casualty Proceeds are paid to the Party entitled to receive same;

4. Not, at any time, to take any action (or omit to take action) which action (or omission) would cause any insurance policies required to be obtained, kept, and maintained under this Agreement to become void, voidable, unenforceable, suspended, or impaired in whole or in part or which would otherwise cause any sum paid out under any such insurance policy to become repayable in whole or in part; and

5. Promptly deliver Notice to City of any facts or circumstances of which it is aware which, if not disclosed to its insurers or re-insurers, is likely to affect adversely the nature or extent of the coverage to be provided under any insurance policy required hereunder.

SECTION XIV
ALTERNATE DISPUTE RESOLUTION/NEUTRAL PARTY

A. If any dispute, controversy, or claim between or among the Parties arises under this Agreement or is related in any way to this Agreement or the relationship of the Parties hereunder (a "Dispute"), the Parties shall first attempt in good faith to settle and resolve such Dispute by meeting at a mutually agreeable time and place to discuss the Dispute within seven (7) days following the original written notice of any Dispute by the party making such a claim. The Parties shall seek to resolve the Dispute in writing within fourteen (14) days following the original written notice of any Dispute by the party making such a claim.

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

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

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

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

SECTION XVI **INDEMNIFICATION**

A. To the maximum extent allowed by law, Contractor agrees to and shall indemnify, hold harmless, and defend City, its officers, agents, and employees from any and all claims, losses, causes of action and damages, suits and liability of every kind, including all expenses of litigation, court costs, and attorney's fees arising out of or directly connected with the negligent or willful conduct of Contractor, its agents, officers and employees.

B. Contractor agrees to assist City in defense of claims or litigation brought against the City related to the Services.

SECTION XVII **LIMITATION OF LIABILITY**

A. Contractor agrees to limit the City's liability arising from City's acts, errors, or omissions such that the total liability of City shall not exceed Contractor's total fees paid by the City to Contractor for the Services. Contractor agrees that City will not be liable for any indirect, incidental, special, or consequential punitive or multiple damages, including without limitation any damages resulting from loss of use, loss of business, loss of revenue, loss of profits, or loss of data, arising in connection with this Agreement, Contractor's performance of Services, or of any other obligations relating to this Agreement, even if City has been advised of the possibility of such damages. The foregoing limitation of liability shall apply to the maximum extent allowed by law for limitation of City's liability, regardless of the cause of action under which such damages are sought.

SECTION XVIII **AGREEMENT CONSTRUCTION**

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

SECTION 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 Ramirez Solis, City Attorney
jrsolis@cityofedinburg.com

Morin Air Cooling and Heating
3500 N 32nd Street
McAllen, Texas 78501
Attn: Jose G. Morin
Email: morinair@aol.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

**JA. I ENTERPRISE LLC, DBA MORIN
AIR**

BY: _____
Jose G. Morin
Owner
3500 N. 32nd St.
McAllen, Texas 78501
(956) 668-9707
Morinair@aol.com

Attachments: Exhibit "A" RFP 2024-048 & Proposal
Exhibit "B" Insurance

EXHIBIT “A” TO AGREEMENT



Bid Proposal for HVAC Maintenance and Repair Services

To: City of Edinburg

From: Morin Air Cooling and Heating

Date: 10/14/2024

Subject: Proposal for HVAC Maintenance and Repair Services

Introduction

Morin Air cooling and Heating is pleased to submit our proposal to provide comprehensive HVAC maintenance and repair services for City Facilities, as outlined in the project requirements. Our team is committed to delivering high-quality service, ensuring optimal functionality of HVAC systems, and minimizing downtime for all City-defined facilities.

Company Overview

Morin Air Cooling and Heating has been providing municipal facility HVAC maintenance and repair services for over 20 years. Our personnel are highly trained and experienced, possessing the necessary certifications and licenses required by City, State, and Federal regulations. We have a proven track record of successfully managing projects of similar scope and complexity, and our commitment to customer satisfaction is unwavering.

Scope of Services

Routine Maintenance Program

We will develop and implement a tailored routine maintenance program, which includes:

- Scheduled inspections and proactive servicing of HVAC systems.

- Detailed documentation of maintenance activities and system performance.
- Regular cleaning and replacement of filters, belts, and other critical components.
- Calibration of thermostats and control systems to optimize efficiency.
- Comprehensive reporting of system status and recommendations for improvements.

Emergency Response

Our team is available for emergency repairs outside normal working hours. We maintain an appropriate level of staffing and have dedicated vehicles and tools ready to respond promptly to any urgent needs.

Compliance

We ensure that all maintenance and repair work adheres to industry standards, skill, and workmanship, and complies with all applicable laws, codes, and regulations. Our services will be performed in accordance with warranty requirements to protect the City's investment in HVAC systems.

Staffing and Equipment

- Staffing: We will provide professional personnel who are trained and experienced in HVAC maintenance and repair.
- Equipment: Our team will utilize state-of-the-art tools and vehicles to ensure efficient service delivery.

Proposal Timeline

- Release Project Date: September 25, 2024
- Pre-Proposal Meeting: October 4, 2024, at 10:00 am, Edinburg Activity Center
- Question Submission Deadline: October 4, 2024, at 3:00 pm
- Proposal Submission Deadline: October 15, 2024, at 3:00 pm

Conclusion

Morin Air Cooling and Heating is dedicated to providing exceptional HVAC maintenance and repair services to the City of Edinburg. We look forward to the opportunity to partner with the City and contribute to the efficient operation of its facilities. Should you have any questions or require further information, please do not hesitate to contact us.

Thank you for considering our proposal.

Sincerely,

Jose G. Morin

Owner

Morin Air Cooling and Heating

Office:(956)668-9707

Cell:(956)240-1365

3500 N 32nd Street

COMPANY PROVIDING PROPOSAL GENERAL QUESTIONNAIRE

1 Name/Name of Agency/Company: J.A.I Enterprises LLC DBA Morin Air
(Full, correct legal name)

• Address: 3500 N 32nd St
McAllen, TX 78501

• Telephone/Fax: 956-668-9707 / 956-240-1365

• Email address: _____

2. Does your Company anticipate any mergers, transfer of organization ownership, management reorganization, or departure of key personnel within the next twelve (12) months that may affect the organization's ability to carry out its submittal?

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? 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. _____

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: Jose Morin

Address: 3500 N 32nd St McAllen, TX 78501

Telephone: 956-240-1365

Fax: _____

Email: morinair@aol.com

8. Surety Information

Have you or the Company ever had a bond or surety instrument "called," canceled, or forfeited?

Yes () No ☒

If yes, state the name of the bonding company, date, amount of bond and reason for such bond being "called," or its cancellation or forfeiture. _____

9. Bankruptcy Information

Have you or the Company ever been declared bankrupt or filed for protection from creditors under state or federal proceedings? Yes () No (✓)

If yes, state the date, court, jurisdiction, cause number, amount of liabilities and amount of assets. _____

10. Provide any other names under which your business has operated within the last 10 years.

Quarterly and Annual Preventative Maintenance of Heating, Ventilating and Air Conditioning (HVAC) Equipment at City Facilities as described in the technical specifications:			Morin Air Cooling & Heating
Line Item	Description	Unit of Measure	Quarterly Inspection Amount - Cost for one (1) Qtrly Inspection
1	Window Units: Provide quarterly and annual HVAC maintenance (including travel time and all anticipated costs (filters, etc.))	EA	\$1,140.00
2	2 Ton Units: Provide quarterly and annual HVAC maintenance (including travel time and all anticipated costs (filters, etc.))	EA	\$1,130.00
3	2.5 Ton Units: Provide quarterly and annual HVAC maintenance (including travel time and all anticipated costs (filters, etc.))	EA	\$1,130.00
4	3 Ton Units: Provide quarterly and annual HVAC maintenance (including travel time and all anticipated costs (filters, etc.))	EA	\$1,130.00
5	4 Ton Units: Provide quarterly and annual HVAC maintenance (including travel time and all anticipated costs (filters, etc.))	EA	\$1,520.00
6	4.5 Ton Units: Provide quarterly and annual HVAC maintenance (including travel time and all anticipated costs (filters, etc.))	EA	\$1,520.00

7	5 Ton Units: Provide quarterly and annual HVAC maintenance (including travel time and all anticipated costs (filters, etc.))	EA	\$1,710.00
8	7 Ton Units: Provide quarterly and annual HVAC maintenance (including travel time and all anticipated costs (filters, etc.))	EA	\$1,710.00
9	7.5 Ton Units: Provide quarterly and annual HVAC maintenance (including travel time and all anticipated costs (filters, etc.))	EA	\$1,710.00
10	10 Ton Units: Provide quarterly and annual HVAC maintenance (including travel time and all anticipated costs (filters, etc.))	EA	\$1,710.00
11	12.5 Ton Units: Provide quarterly and annual HVAC maintenance (including travel time and all anticipated costs (filters, etc.))	EA	\$1,900.00
12	15 Ton Units: Provide quarterly and annual HVAC maintenance (including travel time and all anticipated costs (filters, etc.))	EA	\$1,900.00
13	17.5 Ton Units: Provide quarterly and annual HVAC maintenance (including travel time and all anticipated costs (filters, etc.))	EA	\$2,280.00

14	20 Ton Units: Provide quarterly and annual HVAC maintenance (including travel time and all anticipated costs (filters, etc.))	EA	\$2,280.00
15	25 Ton Units: Provide quarterly and annual HVAC maintenance (including travel time and all anticipated costs (filters, etc.))	EA	\$2,660.00
16	Chill Water Units: Provide quarterly and annual HVAC maintenance (including travel time and all anticipated costs (filters, etc.))	EA	\$3,800.00
17	Water Fountains Units: Provide quarterly and annual maintenance (including travel time and all anticipated costs, filters, and etc.)	EA	\$1,140.00
18	Ice Machines Units: Provide quarterly and annual maintenance. (including travel time and all anticipated costs, filters, and etc.)	EA	\$1,110.00
Total			\$31,480.00

EXHIBIT “B” TO AGREEMENT



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/28/2024

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 SALAZAR INSURANCE AGENCY 6421 N 10th, Ste 160 Mc Allen, TX 78504		CONTACT NAME: NANCY D. SALAZAR PEREZ PHONE (A/C, No, Ext): (956) 631-0004 FAX (A/C, No): (956) 630-3209 E-MAIL ADDRESS: nancy@salazarinsuranceagency.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: PENN-AMERICA INSURANCE COMPANY	
		INSURER B: TEXAS MUTUAL INSURANCE COMPANY	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

INSURED J.A.I. ENTERPRISES LLC DBA MORIN AIR COOLING & HEATING 3500 N 32ND ST MCALLEN, TX 78501	NAIC # 22945
--	------------------------

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:	X	X	PAV0462720	10/24/2024	10/24/2025	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 \$ 2,000,000
							\$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$
							AGGREGATE \$
							\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N	A	0001195531	11/1/2024	11/1/2025	☒ PER STATUTE ☐ OTH-ER
	E.L. EACH ACCIDENT \$ 100,000						
	E.L. DISEASE - EA EMPLOYEE \$ 100,000						
	E.L. DISEASE - POLICY LIMIT \$ 500,000						

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

DESCRIPTION OF OPERATIONS: A/C AND HEATING SERVICES AND INSTALLATIONS

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

© 1988-2015 ACORD CORPORATION. All rights reserved.



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To: City of Edinburg

From: Morin Air Cooling and Heating

Date: 10/14/2024

Subject: Proposal for HVAC Maintenance and Repair Services

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Thank you for considering our proposal.

Sincerely,

Jose G. Morin

Owner

Morin Air Cooling and Heating

Office:(956)668-9707

Cell:(956)240-1365

3500 N 32nd Street