



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 21, 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. MAYOR'S REPORT

- A. The Smile Transplant Alliance
- B. Financial Management Internship Program

5. CITY MANAGER'S REPORT

- A. State Highway 68 (SH68) Update
- B. Health and Wellness Initiatives
 - 1. The Challenge RGV
 - 2. Healthier Texas
 - 3. All America City David Chavana 10K / Miracle Mile / Fun Run / Health Fair

6. PROCLAMATIONS/RECOGNITIONS

- A. Presentation of Proclamation Recognizing the 5AM Wake-Up Ride Group as Requested by Ronnie Larralde, Executive Director of Edinburg Chamber of Commerce. [Clarice Y. Balderas, City Secretary]
- B. Presentation of Proclamation Recognizing City of Edinburg Retiree, Oscar L. Treviño, Lieutenant, Edinburg Police Department for 37 Years of Service. [Belinda Torres, Director of Human Resources]

7. PUBLIC COMMENTS

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

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

8. PRESENTATION AND REPORT

- A.** Presentation and Possible Action Regarding Alberta Road Reconstruction Project. [Mardoqueo Hinojosa, P.E., CFM, City Engineer]

9. RESOLUTIONS

- A.** Consider Resolution Authorizing the Dedication of a 5.5FT Wide Electric Utility Easement to Magic Valley Electric Cooperative, Inc. at Los Lagos Golf Course along Holes No. 17, No. 1, and No. 2 Between the Cart Path and Property Line and Authorize the City Manager or Her Designee to Execute an Electric Utility Easement and Covenant of Access Agreement. [Tomas D. Reyna, Assistant City Manager]
- B.** Consider Resolution Authorizing the City Manager to Submit a Planning Grant Application to the Rio Grande Valley Metropolitan Planning Organization for the Fiscal Year 2025 Transportation Alternatives Set-Aside (TASA) Program and Execute Grant Documents Relating Thereto. [Mardoqueo Hinojosa, P.E., CFM, CPM, City Engineer]

10. BUDGET

- A.** Consider Approving the Fiscal Year 2024-2025 Budget Transfers for the General Fund and South Texas Int'l Airport at Edinburg Fund. [Ascencion Alonzo, Director of Finance]

11. APPOINTMENTS

- A.** Consider Appointments to the following City Advisory Boards, Councils, Commissions and Committees: Community Development Council, One Member; Edinburg Economic Development Corporation Board of Directors, Seven Members; Recreation and Parks Board, One Member; Zoning Board of Adjustment, Five Members and Four Alternates. [Clarice Y. Balderas, City Secretary]

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 Expenditure for the Reconditioning of the 836K Compactor by Holt Caterpillar of Edinburg, Texas, in the Amount of \$849,422. [Ramiro L. Gomez Jr., Director of Solid Waste Management]

- B.** Consider Awarding Bid No. 2025-21, Processing, Marketing and Sale of Recyclable Materials and Metals to Master Fibers, Inc. of Pharr, Texas and Authorize the City Manager to Enter Into an Agreement Relating Thereto. [Ramiro L. Gomez, Director of Solid Waste Management]
- C.** Consider Authorizing the City Manager to Enter Into an Agreement with Hanson Professional Services, Inc. Based on RFQ No. 2021-001, in the Amount of \$395,000.00 for FY 2025 Semi-Annual Compliance Monitoring and Reporting for the Edinburg Regional Sanitary Landfill Facility in Accordance with the Current Operational Permit Obligations and Authorize City Manager to Enter Into Agreements Relating Thereto. [Ramiro L. Gomez, Director of Solid Waste Management]
- D.** Consider Resolution Authorizing the City Manager to Apply and Submit a Grant Application to the Federal Communication Commission's Universal Service Administrative Company Under the Fiscal Year 2025-2026 E-Rate Grant Program for the Extension of Internet Access and Services and to Execute All Grant Documents Relating Thereto. [Leticia Leija, Director of Library and Cultural Arts]
- E.** Consider Approving the Quarterly Investment Report for the Period Ending December 31, 2024, Pursuant to the Public Funds Investment Act (PFIA). [Ascencion Alonzo, Director of Finance]
- F.** Consider Resolution Approving Annual Review of the City of Edinburg's Investment Policy. [Ascencion Alonzo, Director of Finance]
- G.** Consider Approving the Renewal of Google Workspace Email Services from SADA Systems, Inc. Through Department of Information Resource Contract No. DIR-CPO-5437, in the Amount of \$243,432.00. [Daniel Vera, Director of Information Technology]
- H.** Consider Approving the Agreement Between the City of Edinburg and the Boys and Girls Clubs of Edinburg Rio Grande Valley, Inc. [Nelda Ramirez, Assistant City Manager]
- I.** Consider Authorizing the Disposition of Approximately 21 Cubic Feet (Boxes of Letter Size Records) of Non-Vital City Records in Accordance with City's Records Management Program and the Texas State Library and Archives Commission Local Records Retention Schedules. [Clarice Y. Balderas, City Secretary]

13. OTHER BUSINESS

- A.** Consider Canceling or Rescheduling the Tuesday, February 18, 2025 Regular City Council Meeting. [Clarice Y. Balderas, City Secretary]
- B.** 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 and Possible Action Regarding Amending the Bylaws of the Edinburg Economic Development Corporation. (§551.071. Consultation with Attorney; Closed Meeting; §551.087)
- B.** Consultation with City Attorney. (§551.071.Consultation with Attorney; Closed Meeting; §551.087)

- C. Discussion Regarding Personnel Matters. (§552.074 Personnel Matters; §551.071 Consultation with Attorney; Closed Meeting.)
- D. 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.)

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 17, 2025 at 7:05 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 21, 2025

PROCLAMATIONS/RECOGNITIONS

Agenda Item No: 6.A.

Proclamation: 5AM Wake-Up Group

1. Agenda Item:

Presentation of Proclamation Recognizing the 5AM Wake-Up Ride Group as Requested by Ronnie Larralde, Executive Director of Edinburg Chamber of Commerce. [Clarice Y. Balderas, City Secretary]

2. Description:

The 5AM Wake-Up Ride, a group of friends that has dedicated the last 15 years to promoting fitness and well-being by engaging with the simple yet powerful early morning rides before the workday.

The Edinburg City Council would like to recognize the 5AM Wake-Up Ride Group for their major contributions to promoting good health in the City of Edinburg.

3. Staff's Recommendation:

Present a Proclamation recognizing the 5AM Wake-Up Ride Group.

Reviewed by:

Clarice Balderas, City Secretary

Prepared by:

Maria Ortiz, Administrative Assistant

Attachments:

A. Proclamation: 5AM Wake-Up Ride

PROCLAMATION



5AM WAKE-UP RIDE GROUP

WHEREAS, the 5AM Wake-Up Ride, started in October of 2009, as a group of friends, with the simple goal of promoting fitness and well-being by engaging in early morning rides before the workday; and,

WHEREAS, this passionate group of cyclists, runners, and world-class triathletes, has grown into a dynamic community of athletes and advocates who serve as role models for health, fitness, and active living; and,

WHEREAS, the 5AM Wake-Up Ride group has consistently hosted Support and Gear (sag), and supported rides on Tuesdays and Thursdays at 5AM, for the safety of bicyclist; and,

WHEREAS, the 5AM Wake-Up Ride group has been a strong advocate for health, cycling awareness, and safety, championing initiatives that benefit not only cyclists but also the public, by participating in and supporting numerous events and community projects; and,

WHEREAS, the group supports various cycling-related events, including Ciclistas Urbanos Rides, the inaugural ride at UTRGV, memorial rides for Eddie and Melissa, and the adoption of a stretch of highway along University Drive, showcasing their dedication to improving cycling infrastructure and enhancing community well-being; and,

WHEREAS, the 5AM Wake-Up Ride group has worked hand-in-hand with the City of Edinburg, attending meetings and workshops to advocate for better bicycle amenities, bike lanes, and safe cycling infrastructure; and,

WHEREAS, the group's commitment to cycling safety extends to efforts such as placing bike racks at local businesses, hosting bike-cleaning clinics, and consulting for events such as the "Walk and Rolla", "Tour of 5AM," "SB250" and contributing to the cultural landscape of Edinburg by presenting an altar at the Edinburg Museum for Dia de los Muertos; and,

WHEREAS, the 5AM Wake-Up Ride group has shown exemplary support for the City of Edinburg's Cano Walking Trail Lighting Project, and the City's Bicycle Master Plan Study, both of which aim to enhance pedestrian and cycling mobility, safety, and connectivity within the community; and,

WHEREAS, the 5AM Wake-Up Ride group embodies the values of community, unity their resilience, inspiring individuals of all ages and backgrounds to adopt healthier, more active lifestyles, while proudly holding the distinction of being the longest-standing organized cycling group in the Rio Grande Valley; and,

WHEREAS, the City of Edinburg is proud to recognize and commend their tireless efforts to promote cycling, health, and safety in the Rio Grande Valley, and we extend our gratitude for their positive impact on our city.

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

5AM WAKE-UP RIDE GROUP

in honor of the group's 15 years of service, advocacy, and commitment to the betterment of our community.

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 21st 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 21, 2025

PROCLAMATIONS/RECOGNITIONS

Agenda Item No: 6.B.

Proclamation: Lt. Oscar L. Treviño

1. Agenda Item:

Presentation of Proclamation Recognizing City of Edinburg Retiree, Oscar L. Treviño, Lieutenant, Edinburg Police Department for 37 Years of Service. [Belinda Torres, Director of Human Resources]

2. Description:

The City would like to recognize the following retiree for their dedication and service to the City of Edinburg:

Oscar L. Treviño, Lieutenant with the Edinburg Police Department, is retiring with 37 years of service.

The Edinburg City Council would like to recognize Oscar Treviño for being a loyal, dedicated employee of the City of Edinburg for the past 37 years.

3. Staff's Recommendation:

Present Proclamation Recognizing City of Edinburg Retiree, Oscar L. Treviño. Lieutenant, Edinburg Police Department for 37 Years of Service.

Reviewed by:

Prepared by:

Belinda Torres, Director of
Human Resources/Civil
Service

Attachments:

A. Proclamation: Oscar L Trevino

PROCLAMATION



OSCAR L. TREVINO LIEUTENANT POLICE DEPARTMENT

WHEREAS, Oscar L. Treviño was hired by the City of Edinburg Public Safety Department Police Division on November 18, 1987 as Patrol Person; and,

WHEREAS, on October 30, 1999, Patrol Person Treviño was reclassified to Patrol Officer; on May 25, 1993 Patrol Officer Treviño was promoted to Corporal; on December 29, 2008, Corporal Treviño was promoted to Sergeant; on April 04, 2011, Sergeant Treviño was promoted to Lieutenant; on November 03, 2015, Lieutenant Treviño was appointed to Assistant Chief of Police; on March 26, 2018, Assistant Chief Treviño was transferred to Lieutenant; on December 28, 2021 Lieutenant Treviño was assigned Acting Assistant Chief of Police; on January 06, 2022, Acting Assistant Chief of Police Treviño was reassigned to Lieutenant; and,

WHEREAS, during his years of service Lieutenant Oscar L. Treviño attended numerous trainings and received certificates for: Attendance: Public Agency Training Council – Internal Affairs; Training: Sam Houston State University - Drug Impairment Training for Texas Employers, and City of Edinburg - Alcohol and Substance Abuse Program for Supervisors; and Completion: World Class Training Solutions - Working with Problem Employees, South Texas High Intensity Drug Trafficking Area - 4th Amendment for Patrol Officers, Lower Rio Grande Valley Development Council Regional Police Training Center and Academy - Coaching the Emergency Police Vehicle, and Texas Department of Health - Medical Conditions Affecting Driving; and,

WHEREAS, Lieutenant Treviño received/held the following Certification Licenses: Intermediate Peace Office, Advance Peace Officer; and Master Peace Officer; and,

WHEREAS, Lieutenant Oscar L. Treviño received letters of commendation on February 12, 1993 and on March 06, 2000. He also received numerous certificate of employee appreciation and City of Edinburg training acknowledgements; and,

WHEREAS, for his unusual courage and self-sacrifice in the performance of his duties for actions taken on July 22, 2014 Lieutenant Oscar L. Treviño received the State of Texas Directors Award from the Texas Department of Public Safety on June 15, 2016, the Texas Senate Commendation from Senator Juan “Chuy” Hinojosa on July 27, 2016; and the Medal of Valor from the Edinburg Police Department July 22, 2015; and,

WHEREAS, on January 10, 2025, after 37 years of service Lieutenant Oscar L. Treviño retired from 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:

**OSCAR L. TREVINO
LIEUTENANT
POLICE DEPARTMENT**

for his years of loyalty and dedicated service to the City of Edinburg. The Edinburg City Council would like to express their gratitude and wish Lieutenant Oscar L. Treviño a happy retirement.

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 21st 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 21, 2025

PRESENTATION AND REPORT

Agenda Item No: 8.A.

Presentation: Alberta Road Reconstruction Project

1. Agenda Item:

Presentation and Possible Action Regarding Alberta Road Reconstruction Project. [Mardoqueo Hinojosa, P.E., CFM, City Engineer]

2. Description:

Presentation and Possible Action Regarding Alberta Road Reconstruction Project.

3. Staff's Recommendation:

Presentation and Possible Action Regarding Alberta Road Reconstruction Project.

Reviewed by:

Tomas Reyna, Assistant City Manager

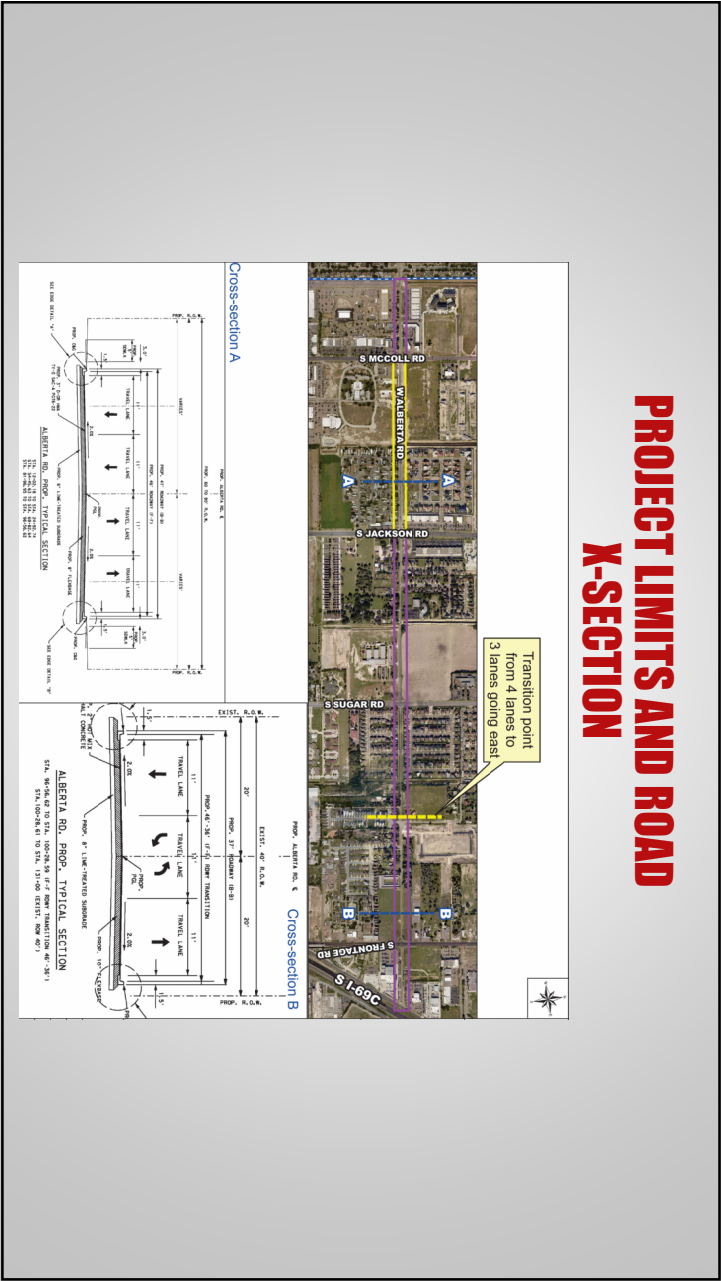
Final Approval - 1/17/2025

Prepared by:

Mardoqueo Hinojosa, City Engineer

Attachments:

A. Presentation



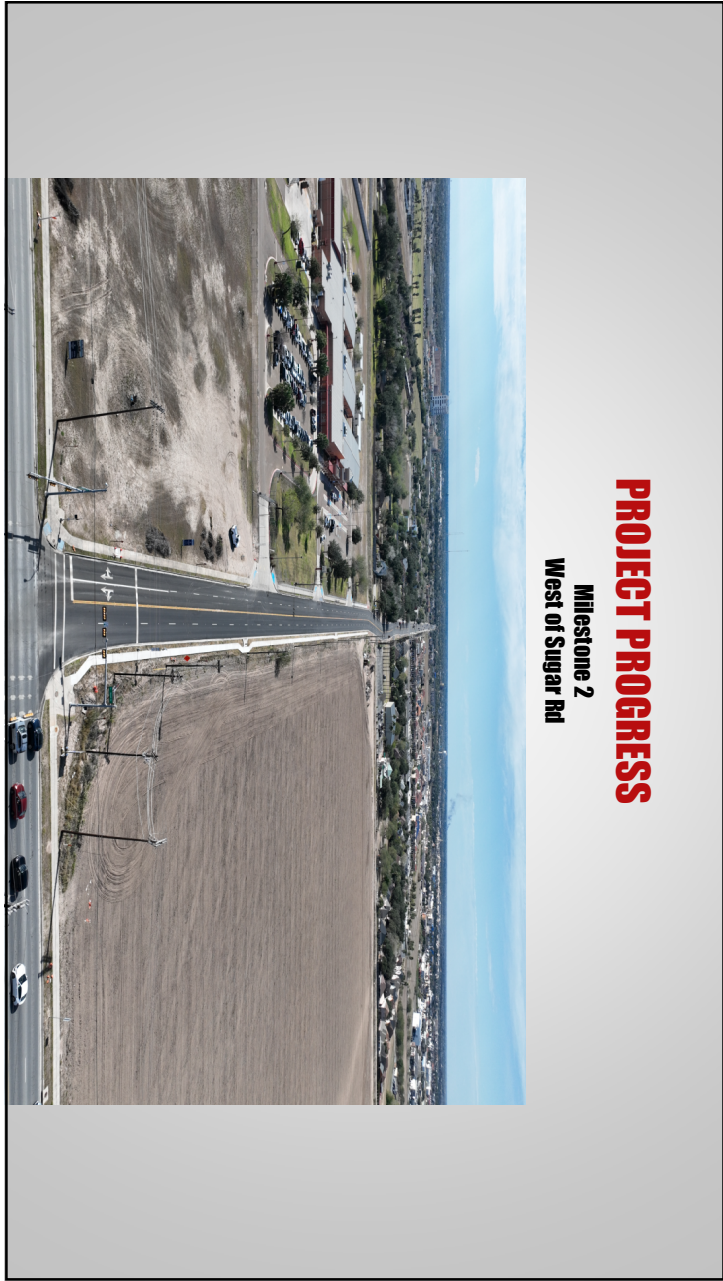

CITY OF EDINBURG

ACTIVE CONSTRUCTION PROJECTS LIST

NAME	± ...	PERCENT COMPLETE	± ...	FINAL COMPLETION DATE	± ...
ALBERTA ROAD RECONSTRUCTION	62			7/15/2023, 12:00 AM	
DOOLITTLE DETENTION POND	63			10/15/2023, 12:00 AM	
EDINBURG ACE	100			6/28/2024, 12:00 AM	
AIRPORT OPS AIRCRAFT DIVISION HANGAR - BULL...	30			7/17/2023, 12:00 AM	
FREDROY GONZALEZ DR & MON WACK RD TRAFFIC...	52				
SKATE PARK RESTROOM & PUMP STATION	97			11/29/2024, 12:00 AM	
MONITE CRITO AND CLOISNER ELEVATED WATER ...	92			1/27/2023, 12:00 AM	
ANIMAL CARE FACILITY	28			2/28/2023, 12:00 AM	
NEW SERVICE CENTER	93			5/30/2023, 12:00 AM	

Page 17 | Section 8

[illegible]



PROJECT PROGRESS

Milestone 3
East of Sugar Rd



PROJECT PROGRESS

Milestone 3
East of Sugar Rd



ALBERTA RD / CLOSNER BLVD INTERSECTION

Milestone 3

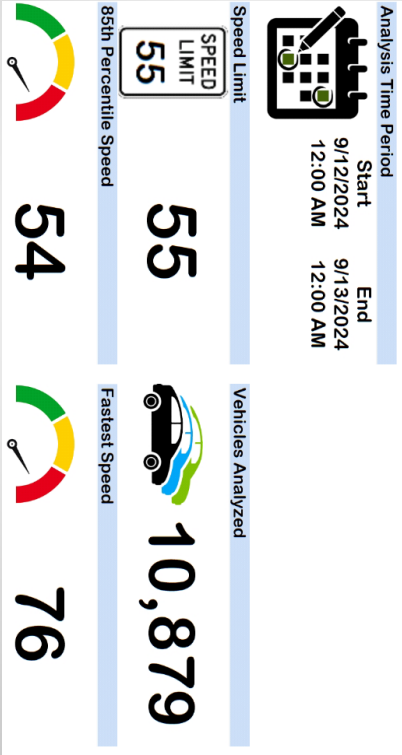


ALBERTA RD / CLOSNER BLVD INTERSECTION ANALYZED OPTIONS

- **4-LEG INTERSECTION (STANDARD INTERSECTION)**
- **3-LEG INTERSECTION (BY-PASS INTERSECTION)**
- **ROUNDABOUT**
- **MEDIAN W/ NORTH & SOUTH LEFT TURNS TO ALBERTA RD**
- **NO IMPROVEMENT**

ALBERTA RD / CLOSNER BLVD INTERSECTION IMPORTANT ELEMENTS

- TRAFFIC VOLUME
- SPEEDS
- ACCIDENTS
- ACCESS



MEDIAN OPTION



3-LEG INTERSECTION





CITY OF EDINBURG - CITY COUNCIL

Meeting Date: January 21, 2025

RESOLUTIONS

Agenda Item No: 9.A.

Resolution of Electric Utility Easement to Magic Valley Electric Cooperative Inc.

1. Agenda Item:

Consider Resolution Authorizing the Dedication of a 5.5FT Wide Electric Utility Easement to Magic Valley Electric Cooperative, Inc. at Los Lagos Golf Course along Holes No. 17, No. 1, and No. 2 Between the Cart Path and Property Line and Authorize the City Manager or Her Designee to Execute an Electric Utility Easement and Covenant of Access Agreement. [Tomas D. Reyna, Assistant City Manager]

2. Description:

The right-of-way, easement, rights and privileges herein the dedicated easement shall be used for the purpose of providing electric utility service (overhead or underground) including placing, constructing, operating, repairing, inspecting, rebuilding, replacing, removing, relocating electric lines, transmission or distribution facilities or equipment, as well as reading any meter or performing any act related to the provision of utility service. The Cooperative is specifically granted pedestrian and vehicular ingress and egress.

The easement rights herein described shall be no broader than reasonably necessary to provide electric utility and other service. The width of the easement shall be 5 feet, one-half (1/2) of such distance on either side of the Cooperative's lines, poles, or other facilities. The height of the easement shall be from fifteen (15) feet beneath the surface of the ground to a height of seventy (70) feet above ground. The 5-foot easement will run on top west of the adjacent property line and east of the concrete sidewalk.

The dedication of the easement is necessary to ensure the delivery of reliable and efficient electrical services to the surrounding community. By enabling the installation, operation, and maintenance of electrical infrastructure, the easement supports public safety, facilitates economic development, and enhances the quality of life for residents, businesses, and public institutions in the area. The dedication of the easement as an alternative method of allowing MVEC to initiate transmission improvements accomplishes a public purpose.

3. Staff's Recommendation:

Approve Resolution Authorizing the Dedication of a 5.5FT Wide Electric Utility Easement to Magic Valley Electric Cooperative, Inc. at Los Lagos Golf Course along Holes No. 17, No. 1, and No. 2 Between the Cart Path and Property Line and Authorize the City Manager or Her Designee to Execute an Electric Utility Easement and Covenant of Access Agreement.

Reviewed by:

Josephine Ramirez Solis, City Attorney
Tomas Reyna, Assistant City Manager

Prepared by:

Approved - 1/17/2025
Final Approval - 1/17/2025

Attachments:

A. City of Edinburg MVEC Easement Request (1)

- B. Resolution for Donation Utility Easement 1.16.25
- C. Los Lagos Easement



Empowering you. Empowering your community.

December 5, 2024

The City of Edinburg
415 West University Dr.
Edinburg, TX 78539

Attn: Tom Reyna
Assistant City Manager

Please consider adding the following item to the agenda for the upcoming City Commission meeting scheduled for 12/17/2024.

Agenda Item: Discussion and potential action on a proposed electrical easement within Los Lagos Golf Course.

Brief Description: Magic Valley Electric Cooperative (MVEC) has formulated a plan to increase the electrical capacity, reliability, and ability to restore power within the Los Lagos Community. This area has been growing rapidly, putting strain on the existing electrical infrastructure. MVEC is requesting the City of Edinburg to grant a 5ft electrical easement along the east side of the golf course, which is crucial to the livelihood of the constituents.

Requesting Party: Freddy Ayala, Central Operations Engineering Manager, Magic Valley Electric Cooperative

Supporting Information: Land survey documents portraying the proposed easement will be provided to the commission. As well as MVEC's proposed electrical distribution plans.

We believe this topic is of significance to the community and requires thoughtful discussion and potential action from the City Commission.

Please let us know if you require any additional information regarding this agenda item.

Respectfully,

Alfredo (Freddy) Ayala
Central Operations Engineering Manager

RESOLUTION NO. _____

STATE OF TEXAS	§	A RESOLUTION AUTHORIZING THE DEDICATION OF A 5.5-FOOT UTILITY EASEMENT TO MAGIC VALLEY ELECTRIC COOPERATIVE, INC.
COUNTY OF HIDALGO	§	

WHEREAS, The City of Edinburg owns property located at Los Lagos Golf Course described in Exhibit “A” attached hereto and incorporated by reference; and

WHEREAS, Magic Valley Electric Cooperative, Inc., has requested a 5.5-foot-wide utility easement across a portion of the property to support the installation, maintenance, and operation of electrical utility infrastructure to benefit the residents of the City of Edinburg; and

WHEREAS, the proposed utility easement is necessary to ensure reliable and efficient electrical service in the area and is in the public interest; and

WHEREAS, the City Council of Edinburg finds that the dedication of the 5.5-foot utility easement will not adversely affect the use of the remaining property and serves a public purpose;

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

SECTION 1. The City Council hereby approves the dedication of a 5.5-foot utility easement over the property described in Exhibit “A” to Magic Valley Electric Cooperative, Inc.

SECTION 2. The City Manager is authorized to execute all necessary documents to effectuate the dedication of the utility easement for the uses described herein, including but not limited to an Electric Utility Easement and Covenant of Access Agreement, in a form approved by the City Attorney.

SECTION 3. Upon execution, the Easement Agreement shall be recorded in the official records of the County of Hidalgo, State of Texas, and City of Edinburg, to provide notice of the easement to all interested parties.

SECTION 4. This resolution shall take effect immediately upon its adoption.

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 21st day of January, 2025.

CITY OF EDINBURG

ATTEST:

BY: _____
Ramiro Garza, Jr., Mayor

BY: _____
Clarice Y. Balderas, City Secretary

APPROVED AS TO FORM:

BY: _____
Josephine Ramirez-Solis, City Attorney

Attachment: Exhibit "A"

**ELECTRIC UTILITY EASEMENT
AND
COVENANT OF ACCESS**

State of Texas
County of Hidalgo

KNOWN BY ALL MEN THESE PRESENTS:

That the undersigned, hereinafter called “Grantor” (whether one or more) for good and valuable consideration including the approval and execution of an Electric Service Agreement by MAGIC VALLEY ELECTRIC COOPERATIVE, INC. (hereinafter called the “Cooperative”), does hereby covenant access to and grant and convey unto the Cooperative an easement and right-of-way upon and across the following described property of

See METES AND BOUNDS

The survey map is attached hereto is incorporated by reference as a part of this easement.

The right-of-way, easement, rights and privileges herein granted shall be used for the purpose of providing electric utility service (overhead or underground) including placing, constructing, operating, repairing, inspecting, rebuilding, replacing, removing, relocating electric lines, transmission or distribution facilities or equipment, as well as reading any meter or performing any act related to the provision of utility service. The Cooperative is specifically granted pedestrian and vehicular ingress and egress.

The easement rights herein described shall be no broader than reasonably necessary to provide electric utility and other service. The width of the easement shall be 5 feet, one-half (1/2) of such distance on either side of the Cooperative’s lines, poles, or other facilities. The height of the easement shall be from fifteen (15) feet beneath the surface of the ground to a height of seventy (70) feet above ground.

The 5-foot easement will run on top west of the adjacent property line and east of the concrete sidewalk.

The easement, right, and privilege herein granted shall be perpetual, appurtenant to the land, and shall inure to the benefit of the Cooperative’s successors and assigns. Grantor represents that he is the owner of the above-described tract of land and binds himself, his heirs, assigns, and legal representatives to warrant and forever defend the easement and rights described herein to the Cooperative, its successors and assigns.

The Cooperative shall have the right to use so much of the surface of the hereinbefore described property of Grantor as may be reasonably necessary to construct and install within the right-of-way granted hereby the facilities that may at any time be necessary for the purposes herein specified.

The Cooperative shall have the right to clear the right-of-way of all obstructions, to cut and trim trees within the right-of-way or chemically treat trees or shrubbery with herbicides.

Grantor further covenants that Grantor, his heirs, successors and assigns shall facilitate and assist Cooperative personnel in exercising their rights and privileges herein described at all reasonable times and shall not build, construct or cause to be erected any building or other structure that may interfere with the provision of electric service, or the exercise of rights granted to the Cooperative herein.

WITNESS ____HAND____, this ____ day of _____, A.D. 20__.

Myra L. Ayala
City of Edinburg - City Manager

STATE OF TEXAS

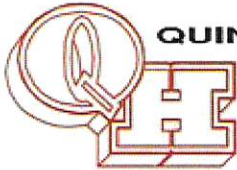
COUNTY OF _____

Before me, the undersigned authority, on this day personally, appeared _____, Known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.
GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____day of _____,20__.

NOTARY PUBLIC, State of Texas

(Typed or Printed Name)

My Commission Expires: _____



QUINTANILLA, HEADLEY AND ASSOCIATES, INC.

Consulting Engineers ★ Land Surveyors

Engineering Firm Registration No. F-1513
Surveying Firm Registration No. 100411-00
Municipal & County Projects ★ Subdivisions ★ Surveys
124 E. Stubbs, Edinburg, Texas 78539
Phone 361/381-5480 Fax 361/381-0527

METES AND BOUNDS

5.00 FOOT UTILITY EASEMENT TO MAGIC VALLEY ELECTRIC COOPERATIVE

A 0.24 OF ACRE TRACT OF LAND OUT OF LOTS 15 AND 16, BLOCK 59, ALAMO LAND AND SUGAR COMPANY'S SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE PLAT OR MAP THEREOF RECORDED IN VOLUME 1, PAGES 24-26, MAP RECORDS HIDALGO COUNTY, TEXAS, AND A PART OR PORTION OF LOT 9, SWEARENGEN TRACT, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 2, PAGE 26, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 736134, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, REFERENCE TO WHICH IS HERE MADE FOR ALL PURPOSES AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS.

BEGINNING AT A 1/2" IRON ROD WITH CAP STAMPED RPLS 5303 FOUND ON THE NORTH RIGHT OF WAY LINE OF CANTON ROAD AND ON THE WEST LINE OF LOS LAGOS PHASE IV (RECORDED IN VOLUME 49, PAGE 2, MAP RECORDS, HIDALGO COUNTY, TEXAS) FOR THE SOUTHEAST CORNER OF THIS TRACT, SAID ROD BEARS N 81°12'07" W, 664.17 FEET AND N 38°43'39" E (MAP RECORD: N 38°39'19" E), 34.66 FEET FROM THE SOUTHEAST CORNER OF LOT 16.

THENCE; N 81°12'07" W, ALONG THE NORTH RIGHT OF WAY LINE OF CANTON ROAD, A DISTANCE OF 5.77 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET FOR THE SOUTHWEST CORNER OF THIS TRACT.

THENCE; N 38°43'39" E, A DISTANCE OF 708.65 FEET TO AN "X" CUT ON CONCRETE MADE FOR AN EXTERIOR CORNER OF THIS TRACT.

THENCE; N 57°46'47" E, A DISTANCE OF 83.22 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET FOR AN EXTERIOR CORNER OF THIS TRACT.

THENCE; N 88°52'46" E, A DISTANCE OF 48.87 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET FOR AN EXTERIOR CORNER OF THIS TRACT.

THENCE; S 78°43'10" E, A DISTANCE OF 151.43 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET FOR AN INTERIOR CORNER OF THIS TRACT.

THENCE; N 77°39'56" E, A DISTANCE OF 93.03 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET FOR AN EXTERIOR CORNER OF THIS TRACT.

THENCE; N 51°32'34" E, A DISTANCE OF 890.61 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET FOR AN INTERIOR CORNER OF THIS TRACT.

THENCE; N 22°47'47" E, A DISTANCE OF 98.96 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET FOR THE NORTHWEST CORNER OF THIS TRACT.

THENCE; S 68°40'31" E, A DISTANCE OF 5.00 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET ON THE WEST LINE OF LOS LAGOS PHASE IV FOR THE NORTHEAST CORNER OF THIS TRACT.

THENCE; S 22°47'47" W (MAP RECORD: S 22°45'01" W), ALONG THE WEST LINE OF LOS LAGOS PHASE IV, A DISTANCE OF 100.37 FEET (MAP RECORD: 99.68 FEET) TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET FOR AN EXTERIOR CORNER OF THIS TRACT.

THENCE; S 51°32'34" W, ALONG THE WEST LINE OF LOS LAGOS PHASE IV, A DISTANCE OF 893.06 FEET (MAP RECORD: 893.02 FEET) TO AN "X" CUT ON CONCRETE MADE FOR AN EXTERIOR CORNER OF THIS TRACT.

THENCE; S 77°39'56" W (MAP RECORD: S 77°30'03" W), ALONG THE WEST LINE OF LOS LAGOS PHASE IV, A DISTANCE OF 95.24 FEET (MAP RECORD: 95.25 FEET) TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET FOR AN EXTERIOR CORNER OF THIS TRACT.

THENCE; N 78°43'10" W (MAP RECORD: N 79°00'47" W), ALONG THE WEST LINE OF LOS LAGOS PHASE IV, A DISTANCE OF 151.94 FEET (MAP RECORD: 152.49 FEET) TO A 1/2" IRON ROD WITH CAP STAMPED ASEs 4802 FOUND FOR AN INTERIOR CORNER OF THIS TRACT.

THENCE; S 88°52'46" W (MAP RECORD: S 88°50'03" W), ALONG THE WEST LINE OF LOS LAGOS PHASE IV, A DISTANCE OF 46.94 FEET (MAP RECORD: 46.77 FEET) TO A 1/2" IRON ROD WITH CAP STAMPED ASEs 4802 FOUND FOR AN INTERIOR CORNER OF THIS TRACT.

THENCE; S 57°46'47" W (MAP RECORD: S 57°49'30" W), ALONG THE WEST LINE OF LOS LAGOS PHASE IV, A DISTANCE OF 80.99 FEET (MAP RECORD: 80.79 FEET) TO A 1/2" IRON ROD WITH CAP STAMPED J A. GARZA ASSOC. FOUND FOR AN INTERIOR CORNER OF THIS TRACT.

THENCE; S 38°43'39" W (MAP RECORD: S 38°39'19" W), ALONG THE WEST LINE OF LOS LAGOS PHASE IV, A DISTANCE OF 704.94 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.24 OF AN ACRE OF LAND MORE OR LESS.

BEARINGS ARE IN ACCORDANCE WITH LOS LAGOS PHASE IV, RECORDED IN VOLUME 49, PAGE 2, MAP RECORDS, HIDALGO COUNTY, TEXAS.

I, ALFONSO QUINTANILLA, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THE ABOVE METES AND BOUNDS TO BE TRUE AND CORRECT, AND TO BE THE REPRESENTATION AND RESULT OF AN ACTUAL SURVEY DONE ON THE GROUND UNDER MY DIRECTION.

DATE PREPARED: NOVEMBER 11, 2024



ALFONSO QUINTANILLA
REGISTERED PROFESSIONAL
LAND SURVEYOR No. 4856



LOT 9
SWEARENGEN TRACT, RECORDED IN VOLUME 2, PAGE 26
MAP RECORDS, HIDALGO COUNTY, TEXAS.

BLOCK 59, ALAMO LAND AND SUGAR COMPANY'S SUBDIVISION, RECORDED IN VOLUME 1, PAGES 24-26, MAP RECORDS, HIDALGO COUNTY, TEXAS.

SCALE: 1" = 100

THE CITY OF EDINBURG TRACT:
DOC. No. 736134, OFFICIAL RECORDS
HIDALGO COUNTY, TEXAS.

LOS LAGOS PHASE IV RECORDED IN
VOLUME 49, PAGE 2, MAP RECORDS
HIDALGO COUNTY, TEXAS.

LOS LAGOS PHASE III
RECORDED IN VOLUME 43
PAGE 53, MAP RECORDS,
HIDALGO COUNTY, TEXAS.

NOTE:

● = SET 1/2" X 24"
IRON ROD WITH
CAP STAMPED
RPLS 4856

UNLESS OTHERWISE NOTED

LEGEND

✕ = IRRIGATION SYSTEM

* = SPRINKLER

(M.R: S 88°50'03" W 46.77')
(M.R: S 57°49'30" W 80.79')

1. EASEMENT FOR RIGHT OF WAY GRANTED TO HIDALGO COUNTY, AS SET FORTH IN INSTRUMENT RECORDED IN VOLUME 973, PAGE 115, DEED RECORDS, HIDALGO COUNTY, TEXAS, (EAST 40 FEET AND WEST 40 FEET OF LOT 2, BLOCK 1, JOHN CLOSER, LOTS 15 AND 16, SECTION 26&S, TEXAS--MEXICAN RAILWAY). (APPLY-BLANKE)
2. EASEMENT FOR RIGHT OF WAY GRANTED TO STATE OF TEXAS, AS SET FORTH IN INSTRUMENT RECORDED IN VOLUME 992, PAGE 436, DEED RECORDS, HIDALGO COUNTY, TEXAS, (LOT 2, BLOCK 1, JOHN CLOSER, SUBDIVISION)
3. EASEMENT FOR RIGHT OF WAY GRANTED TO HIDALGO COUNTY, AS SET FORTH IN INSTRUMENT RECORDED IN VOLUME 973, PAGE 113, DEED RECORDS, HIDALGO COUNTY TEXAS, (WEST 40 FEET OF LOT 4, AND LOT 7, SWEERENGEN TRACT)
4. EASEMENT FOR RIGHT OF WAY GRANTED TO STATE OF TEXAS, AS SET FORTH IN INSTRUMENT RECORDED IN VOLUME 987, PAGE 349, DEED RECORDS, HIDALGO COUNTY, TEXAS, (NOT APPLY-OUTSIDE SURVEY LIMITS)
5. EASEMENT FOR RIGHT OF WAY GRANTED TO NORTH ALAMO WATER SUPPLY CORPORATION, AS SET FORTH IN INSTRUMENT RECORDED UNDER DOCUMENT NO. 519220, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.
6. EASEMENT FOR RIGHT OF WAY GRANTED TO NORTH ALAMO WATER SUPPLY CORPORATION, AS SET FORTH IN INSTRUMENT RECORDED UNDER DOCUMENT NO. 519220, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.
7. EASEMENT FOR RIGHT OF WAY GRANTED TO STATE OF TEXAS, AS SET FORTH IN INSTRUMENT RECORDED IN VOLUME 987, PAGE 349, DEED RECORDS, HIDALGO COUNTY, TEXAS, (NOT APPLY-OUTSIDE SURVEY LIMITS)
8. EASEMENT FOR RIGHT OF WAY GRANTED TO NORTH ALAMO WATER SUPPLY CORPORATION, AS SET FORTH IN INSTRUMENT RECORDED UNDER DOCUMENT NO. 519220, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.
9. EASEMENT FOR RIGHT OF WAY GRANTED TO SOUTH TEXAS NATURAL GAS GATHERING CO, AS SET FORTH IN INSTRUMENT RECORDED IN VOLUME 944, PAGE 51, DEED RECORDS, HIDALGO COUNTY TEXAS
10. EASEMENT FOR RIGHT OF WAY GRANTED TO SHARPLAND WATER SUPPLY CORPORATION, AS SET FORTH IN INSTRUMENT RECORDED IN VOLUME 1243, PAGE 172, DEED RECORDS, HIDALGO COUNTY TEXAS
11. EASEMENT FOR RIGHT OF WAY GRANTED TO SOUTH TEXAS NATURAL GAS GATHERING CO, AS SET FORTH IN INSTRUMENT RECORDED IN VOLUME 1000, PAGE 449, DEED RECORDS, HIDALGO COUNTY, TEXAS
12. EASEMENT FOR RIGHT OF WAY GRANTED TO NORTH ALAMO WATER SUPPLY CORPORATION, AS SET FORTH IN INSTRUMENT RECORDED IN VOLUME 1175, PAGE 218, DEED RECORDS, HIDALGO COUNTY, TEXAS. (APPLY-BLANKE)

NOTE:
THIS SURVEY WAS DONE WITHOUT THE
BENEFIT OF A TITLE COMMITMENT.

FLOOD ZONE DESIGNATION: ZONE "B"
 AREAS BETWEEN LIMITS OF THE 100-YEAR AND 500-YEAR FLOOD; OR CERTAIN AREAS SUBJECT TO 100-YEAR FLOODING WITH AVERAGE DEPTHS LESS THAN ONE (1) FOOT OR WHERE THE CONTRIBUTING DRAINAGE AREA IS LESS THAN ONE (1) SQUARE MILE. OR AREAS PROTECTED BY LEVES FROM THE BASE FLOOD

COMMUNITY-PANEL NUMBER 480334 0425 C

MAP REVISED: NOVEMBER 16, 1982

BEARINGS SHOWN ON THIS SURVEY PLAT ARE IN ACCORDANCE WITH LOS LAGOS PHASE IV RECORDED IN VOLUME 49, PAGE 2 MAP RECORDS, HIDALGO COUNTY, TEXAS.

1. A FONSOQUINTANILLA, A REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THE FOREGOING PLAT TO BE A TRUE AND CORRECT REPRESENTATION OF THE LANDS SHOWN AS THE RESULT OF AN ACTUAL SURVEY DONE ON THE GROUND, UNDER MY DIRECTION. THERE ARE NO VISIBLE DISCREPANCIES, CONFLICTS OR SHORTAGES IN AREA ON BOUNDARY LINES, OR ANY VISIBLE ENCROACHMENTS, OR ANY VISIBLE OVERLAPPING OF IMPROVEMENTS EXCEPT AS SHOWN ON THIS PLAT.

(5.00' ELECTRICAL EASEMENT TO MAGIC VALLEY ELECTRIC COOPERATIVE)
A 0.24 OF AN ACRE TRACT OF LAND BEING A PART OR PORTION OF LOTS 15 AND 16, BLOCK 59, ALAMO LAND AND SUGAR COMPANY'S SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 1, PAGES 24-26, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND A PART OR PORTION OF LOT 9, SWEARENGEN TRACT, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 2, PAGE 26, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 736134, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

PLAT SHOWING

QUINTANILLA, HEADLEY AND ASSOCIATES, INC.

CONSULTING ENGINEERS • LAND SURVEYORS

124 E. STUBBS ST. PHONE 956-381-648C

ENGINEERING REGISTRATION NUMBER F-1513

SURVEYING REGISTRATION NUMBER 100411-00

VOL. 1 PAGES 24+26
VOL. 2 PAGE 26
SURVEYED NOVEMBER 11, 2024
OWNER _____
ADDRESS _____
JOB No. _____
BOOK No. _____ PAGE _____
F:\DATA\SUR2024\LOS LAGOS IMEC



ALFONSO QUINTANILLA
REGISTERED PROFESSIONAL LAND SURVEYOR
No. 4856



CITY OF EDINBURG - CITY COUNCIL

Meeting Date: January 21, 2025

RESOLUTIONS

Agenda Item No: 9.B.

RGVMPO FY 2025 Transportation Alternatives Set-Aside (TASA) Grant

1. **Agenda Item:**

Consider Resolution Authorizing the City Manager to Submit a Planning Grant Application to the Rio Grande Valley Metropolitan Planning Organization for the Fiscal Year 2025 Transportation Alternatives Set-Aside (TASA) Program and Execute Grant Documents Relating Thereto.
[Mardoqueo Hinojosa, P.E., CFM, CPM, City Engineer]

2. **Description:**

The Rio Grande Valley Metropolitan Planning Organization (RGVMPO) announced the solicitation of grant applications for its Fiscal Year 2025 Transportation Alternatives Set-Aside (TASA) Program in November 2024 which provides funding for Planning & Construction Projects.

The City of Edinburg's current Bicycle and Pedestrian Master Plan was developed in December 2017. Given the City's rapid growth, updating the plan is a critical priority. A revised Master Plan will enable the City's Engineering Department to identify and address challenges, safety concerns, and connectivity gaps more effectively. Updating the 2017 Bicycle and Pedestrian Master Plan will help define the infrastructure improvements needed to support the City's growing needs. The grant request for the Bicycle and Pedestrian Master Plan Update is approximately \$160,000 with a required 20% match of approximately \$40,000 for a total project cost of approximately \$200,000. The matching funds will need to be appropriated through the FY 2025-2026 General Fund Operating Budget.

If awarded, procurement will adhere to federal and state guidelines and City policy.

The deadline for the application is January 31, 2025. The award notification is anticipated for May 28, 2025. The period of performance is anticipated to be three years.

If authorized to submit this grant application, the City will have an opportunity to maximize grant funding and alleviate budget expenditures for the 2017 Bicycle and Pedestrian Master Plan Update.

3. **Staff's Recommendation:**

Approve Resolution Authorizing the City Manager to Submit a Planning Grant Application to the Rio Grande Valley Metropolitan Planning Organization for the FY 2025 Transportation Alternatives Set-Aside Program for the Bicycle and Pedestrian Master Plan Update, and Execute Grant Documents Relating Thereto.

Reviewed by:

Prepared by:

Alicia Carmona, Engineer III

Attachments:

A. FY 2025 RGVMPO TASA Grant Resolution Draft

RESOLUTION NO.

THE STATE OF TEXAS	§	RESOLUTION AUTHORIZING THE CITY MANAGER TO SUBMIT A PLANNING GRANT APPLICATION TO THE RIO GRANDE VALLEY
COUNTY OF HIDALGO	§	METROPOLITAN PLANNING ORGANIZATION FOR THE FISCAL YEAR 2025 TRANSPORTATION ALTERNATIVES SET-ASIDE (TASA) PROGRAM
CITY OF EDINBURG	§	GRANT AND EXECUTE GRANT DOCUMENTS RELATING THERETO.

WHEREAS, the City of Edinburg finds it is the best interest of the residents to submit a planning grant application to the Rio Grande Valley Metropolitan Planning Organization, under the Fiscal Year 2025 Transportation Alternatives Set-Aside (TASA) Program Grant; and,

WHEREAS, the grant requires a 20% local match; and,

WHEREAS, the City of Edinburg agrees to comply with applicable grant requirements for the said project as required by the funding source; and,

WHEREAS, the Edinburg City Council agrees that in the event of loss or misuse of the Rio Grande Valley Metropolitan Planning Organization funds, the City of Edinburg assures that the funds will be returned to the Rio Grande Valley Metropolitan Planning Organization in full; and

WHEREAS, the City of Edinburg wishes to designate the City Manager, as the City's authorized official, to accept, alter, terminate and execute any and all documents related to the grant on behalf of the City.

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

SECTION 1: INCORPORATION OF RECITALS: The City Council finds that the statements set forth in the Recitals of this Resolution are true and correct and the City Council hereby incorporates such Recitals as part of this Resolution.

SECTION 2: The City of Edinburg hereby authorizes and designates the City Manager, as the City's authorized official, to submit a planning grant application to the Rio Grande Valley Metropolitan Planning Organization, under the Fiscal Year 2025 Transportation Alternatives Set-Aside (TASA) Program Grant and accept, alter, terminate and execute any and all grant documents on behalf of the City.

SECTION 3: SEVERABILITY. If any section, part or provision of this Resolution is declared unconstitutional or invalid, by a court of competent jurisdiction, then in that event, it is expressly provided and it is the intention of the City Council, in passing this Resolution, that its

parts shall be severable, and all other parts of this Resolution shall not be affected thereby, and they shall remain in full force and effect.

SECTION 4: EFFECTIVE DATE. This Resolution shall be and remain in full force and effect from and after the date of its passage.

READ, CONSIDERED, PASSED and APPROVED at a regular meeting of the City Council of the City of Edinburg, Texas, at which a quorum was present and which was held in accordance with V.T.C.A., Government Code, Section 551.04, on the 21st day of January 2025.

CITY OF EDINBURG

By: _____
Ramiro Garza, Jr., Mayor

ATTEST:

By: _____
Clarice Y. Balderas, City Secretary

APPROVE AS TO FORM:

By: _____
Josephine Ramirez-Solis
City Attorney



CITY OF EDINBURG - CITY COUNCIL

Meeting Date: January 21, 2025

BUDGET

Agenda Item No: 10.A.

Transfers of Funds

1. Agenda Item:

Consider Approving the Fiscal Year 2024-2025 Budget Transfers for the General Fund and South Texas Int'l Airport at Edinburg Fund. [Ascencion Alonzo, Director of Finance]

2. Description:

The Finance Department is presenting the budget transfers requested by the City departments to transfer funds necessary to reflect current needs and the shift of priorities within the department's budget accounts.

Building Maintenance

1. General Fund: FROM Buildings & Structures TO Chemicals, Medical & Lab, in the Amount of \$800. [Tomas D. Reyna, Assistant City Manager]

Aviation

1. South Texas Int'l Airport at Edinburg Fund: FROM Other TO Professional Services, in the Amount of \$40,000. [Eddie Velarde, Director of Aviation]

3. Staff's Recommendation:

Approve the Budget Transfers for the Fiscal Year 2024-2025 Budget, as requested by the departments.

Reviewed by:

Nelda Ramirez, Assistant City Manager

Prepared by:

Ascencion Alonzo, Director of Finance

Attachments:

- A. Budget Transfer Request Forms

CITY OF EDINBURG
BUDGET TRANSFER REQUEST FORM
FUND NAME General
DEPARTMENT City Manager's Office

TRANSFER FROM:

ACCOUNT NAME				ACCOUNT NUMBER												AMOUNT						
				Fund			-	Dept				-	*Category									
1	Building & Structure Acct.			1	0	0			4	0	0	4			5	1	3	3	0	6	\$	800
												Total						\$	800			

TRANSFER TO:

ACCOUNT NAME				ACCOUNT NUMBER												AMOUNT				
				Fund			-	Dept				-	*Category							
1	Chemical, Medical, and Labs			1	0	0		4	0	0	4		5	2	2	3	0	7	\$	800

The transfer of funds is necessary due to insufficient funds in the Chemical, Medical, & Lab account. The only account with money at the moment we can use is the Building & Structures Acct.. The Chemical and Medical and Lab supplies will be for the entire year.

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

ALL BUDGET TRANSFERS WILL REQUIRE CITY COUNCIL APPROVAL.

ROUTE AS NUMBERED

REQUESTED BY: Richard Ramos DATE: 1/10/25
 1. Richard Ramos
 2. [Signature] 1/14/25
 Department Head & Assistant City Manager
 ROUTE TO FINANCE DEPARTMENT

REVIEWED BY: [Signature] DATE: 01/14/2025
 3. [Signature]
 Director of Finance
 ROUTE TO CITY MANAGER'S OFFICE

APPROVED BY: [Signature] DATE: 1/15/25
 4. [Signature]
 City Manager
 ROUTE BACK TO FINANCE DEPARTMENT
 ATTENTION: SANDRA DEE AGUIRRE

For Finance Dept Use Only

CITY COUNCIL DATE TO PRESENT: / / Initials

DATE ENTERED TO INCODE: / / Initials

CITY OF EDINBURG
BUDGET TRANSFER REQUEST FORM
FUND NAME Aviation
DEPARTMENT Aviation

TRANSFER FROM:

ACCOUNT NAME		ACCOUNT NUMBER												AMOUNT					
		Fund			-	Dept			-	*Category									
1	OTHER	2	2	0	-	7	0	0	0	-		5	1	3	3	0	9	\$	40,000
					-					-									
					-					-									
					-					-									
					-					-									
					-					-									
					-					-									
										Total						\$	40,000		

TRANSFER TO:

ACCOUNT NAME		ACCOUNT NUMBER														AMOUNT			
		Fund			-	Dept				-	*Category								
1	PROFESSIONAL SERVICES	2	2	0	-	7	0	0	0	-		5	1	1	2	0	0	\$	40,000
										Total								\$	40,000

Explanation: Transfer required for City of Edinburg's Federal Airport Terminal Program Grant match for procurement of professional architect services to prepare scope and specifications for building renovations.

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

ALL BUDGET TRANSFERS WILL REQUIRE CITY COUNCIL APPROVAL.

ROUTE AS NUMBERED

REQUESTED BY: DATE:
 1. Eddie Velasco 1/16/2025
 2. Travis 1/17/2025
 Department Head & Assistant City Manager
 ROUTE TO FINANCE DEPARTMENT

APPROVED BY: DATE:
 4. [Signature] 1/17/2025
 City Manager
 ROUTE BACK TO FINANCE DEPARTMENT
 ATTENTION: GABRIEL MORENO

REVIEWED BY: DATE:
 3. [Signature] 1/17/2025
 Director of Finance
 ROUTE TO CITY MANAGER'S OFFICE

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



CITY OF EDINBURG - CITY COUNCIL

Meeting Date: January 21, 2025

APPOINTMENTS

Agenda Item No: 11.A.

Appointments

1. **Agenda Item:**

Consider Appointments to the following City Advisory Boards, Councils, Commissions and Committees: Community Development Council, One Member; Edinburg Economic Development Corporation Board of Directors, Seven Members; Recreation and Parks Board, One Member; Zoning Board of Adjustment, Five Members and Four Alternates. [Clarice Y. Balderas, City Secretary]

2. **Description:**

City staff is presenting the following Appointment to the City Advisory Board, Council, Commission and Committee for consideration:

Community Development Council (1 Member) - Advising the City Council of the City of Edinburg, Texas, whenever requested to do so by the said City Council, on all matters related to the desirable, proper, and timely development of the City of Edinburg, Texas; as incidental to its defined purpose as indicated above, the Community Development Council may receive and review information and reports from citizens participation groups, as well as prepare recommendations to the City Council.

Present Member(s): Resignation (Kerry de la Fuente)

Application(s): Yolanda Gomez

Edinburg Economic Development Corporation Board of Directors (7 Members) - Function: To promote and develop commercial, industrial, and manufacturing enterprise to promote and encourage employment.

Present Member(s): Councilmember Daniel "Dan" Diaz, Richard Gonzales, Aaron Rivera, Sandra Y. Alaniz, Veronica Gonzalez, Raul Resendez, Marc Moran

Application(s): None

Recreation and Parks Board (1 Member) - Function: Exercise general supervision over the maintenance and equipment of parks, playgrounds, athletic fields, swimming pools and recreation centers and buildings and facilities thereon.

Present Member(s): Resignation (Michael Tamez)

Applicants: Jose Daniel Ozuna, Angela Garcia, Kristal Gina Espinoza, Javier Salazar

Zoning Board of Adjustment (5 members, 4 alternates)- Function: The Zoning Board of Adjustments hears and decides appeals where it is alleged there is error of law in any order, requirement, decision, or determination made by the Building Inspector. The Board of

Commissioners may from time to time amend, supplement or change by ordinance the boundaries of the districts or the regulations herein established.

Present Members: Michael Aaron Cantu; Eliseo Garza, Jr.; Gregory Vasquez, Marc A. Gonzalez, Andrew Leal Almaguer; Alternate Members: Ruben Ruiz, Alt.1; Dustin Garza, Alt. 2; Omar Govea, Alt. 3; Nancy M. Ramirez, Alt. 4

Applicants: Christine Gerin

CHAPTER 32: BOARDS, COUNCILS, COMMISSIONS AND COMMITTEES

Sec. 32.01 – Residence or tax paying status requirements for membership.

* Unless otherwise provided for, all members of boards, councils, commissions, and committees appointed by the Mayor and/or City Council pursuant to provisions of the charter and ordinances and resolutions of the city shall be residents of the city or nonresident tax- paying property owners of the city but residing within the extraterritorial jurisdiction of the city.

* Unless otherwise provided for, any member of a board, council, commission, or committee who, after such member's appointment, shall change such member's residence or property status so that such member does not comply with either of the qualifications set out above shall be deemed to have resigned from such board, council, commission, or committee.

Sec. 32.02 – Appointment of members; filling vacancy.

* Unless otherwise provided by federal law, state law, the city charter, or city ordinance, all appointments to boards, councils, commissions, and committees shall be made by the City Council.

* Unless otherwise provided by federal law, state law, the city charter, or city ordinance, and except for the Edinburg Economic Development Corporation and Civil Service Commission, all appointments to boards, councils, commissions, and committees shall be limited to three continuous, two-year terms, for a maximum of six continuous years. Board members who exceed six continuous years may continue to serve until a replacement has been appointed.

* Any vacancy, for whatever reason, of membership of any board, council, commission, or committee shall be filled by the Mayor and/or City Council in the same manner as the original appointment. Unless otherwise provided for, rather than serve out only the unexpired term of the vacant position, all appointees to fill vacancies shall begin a new, full term upon appointment.

Board Members are required to attend not less than 3/4 of the meetings scheduled; a vacancy is created if a member is absent three consecutive meetings, unless specifically excused at the following meeting for purposes authorized by Resolution.

All appointments to the City Advisory Boards and Committees are at the discretion of the City Council. The City Council may choose from the list of applicants or appoint a resident meeting the requirements for membership.

3. Staff's Recommendation:

Approve Appointments to the following City Advisory Boards, Councils, Commissions and

Committees: Community Development Council, One Member; Edinburg Economic Development Corporation Board of Directors, Seven Members; Recreation and Parks Board, One Member; Zoning Board of Adjustment, Five Members and Four Alternates.

Reviewed by:

Prepared by:
Clarice Y. Balderas

Attachments:

None



CITY OF EDINBURG - CITY COUNCIL

Meeting Date: January 21, 2025

CONSENT AGENDA

Agenda Item No: 12.A.

Reconditioning 836K Compactor

1. Agenda Item:

Consider Authorizing the Expenditure for the Reconditioning of the 836K Compactor by Holt Caterpillar of Edinburg, Texas, in the Amount of \$849,422. [Ramiro L. Gomez Jr., Director of Solid Waste Management]

2. Description:

Staff is requesting authorization to proceed with the reconditioning of Unit 1155 (836K), Landfill Compactor by Holt Caterpillar of Edinburg, Texas. Our 836K Compactor was originally purchased in 2019 and has undergone previous rebuilds and upgrades through CAT's Certified Rebuild Program with great success and savings to the City.

This compactor has reached its current warranted limits. At this stage, other operations would, by industry standards, replace equipment to lessen the financial impact of a major mechanical breakdown. The replacement or repair of any major component on this equipment can be in excess of tens of thousands of dollars and without warranties aiding in lessening or eliminating that impact, it can substantially affect an operating budget. On the other hand, the practice of continuously replacing equipment can also be a large financial burden. As a result, during the purchasing process, Caterpillar was required to submit options to the City for extending the operational life expectancy of the equipment in order to offset, plan, and budget for the replacement of these high dollar machines at specific budgeted intervals.

Caterpillar presented the City with an option, to be exercised at the time when the machines reach their warranted limits and manufactured recommended overhaul/rebuild schedule. This option allows for the equipment to be reconditioned/upgraded under its CAT Certified Rebuild Program (2nd Life) returning end-of-life machines, systems and components to like-new condition. There are different options that the City may exercise depending on previous rebuilds/ upgrades that a machine has undergone. Currently, Unit 1155 is recommended to undergo a Cat Power Train Plus Hydraulic Rebuilt, full machine Dealer inspection of all systems and components being that this is the first schedule upgrade/rebuild. The work will consist of a complete rebuild and upgrade of the machines power train components, hydraulic systems, electrical/computerized components, hitches, mainframe, a/c, and wheels. The overall goal is to extend the useful life expectancy of the machine while offering full manufacturer's equipment warranty coverage for an additional three-3 years or 5000 hours, lessening the financial burdens to the City in case of a major mechanical failure and minimizing the impact of needing to continuously replace high dollar equipment such as this one.

The overall cost of this rebuild is approximately 1/2 the cost of a new machine.

If approved, the rebuild is estimated to be completed one-hundred and twenty (120) days from issuance of purchase order.

Staff has verified that no monies are owed to the City by Holt Caterpillar.

Funding is available through the FY 2024-2025 Budget under Solid Waste Management Fund, Rebuild Program.

As our landfill continues to grow and we continue being a viable solution for disposal in the valley, the need to safeguard our operation is essential. Maintaining equipment of sufficient size and quantity will continue to be a part of that need and one which we will address as it becomes necessary. With innovative programs like the Certified Rebuild Program, we will be afforded the peace of mind that we are able to meet these burdens without placing financial hardships on the City or our operation.

3. Staff's Recommendation:

Approve Authorizing the Expenditure for the Reconditioning of the 836K Compactor by Holt Caterpillar of Edinburg, Texas, in the Amount of \$849,422.

Reviewed by:

Ramiro Gomez, Director of Solid Waste Management

Prepared by:

Dalinda Cardenas,
Administrative Specialist

Attachments:

A. Holt Cat - Quote



San Antonio - Machine Division
5665 S.E. LOOP 410
SAN ANTONIO, TX 78222

CITY OF EDINBURG SOLID WASTE
ATTN FINANCE DEPT-A/P PO BOX 1079
EDINBURG 78540-1079

CUSTOMER NO.	CONTACT	PHONE NO.	FAX NO.	WORK ORDER NO.
0261449	RAMIRO GOMEZ JR	956 381 5635		
QUOTE NO.	P.O. NO.	DATE	EMAIL	
200274		12/30/2024 12:00:00	rgomez@cityofedinburg.com	
MAKE	MODEL	SERIAL NO.	UNIT NO.	hours
AA	836K	0T6X00166	1155	10761
NOTES				
2025 BUDGET #'S FOR CPT+H PLUS THIS QUOTE IS FOR A HOLT CUSTOMER REBUILD INCLUDING CERTIFIED POWERTRAIN + HYDRAULIC ***** COMPLETE MACHINE PAINT ***** INCLUDES 36 MONTH/5,000 HOUR POWERTRAIN AND HYDRAULIC EQUIPMENT PROTECTION PLAN INSURANCE ***** INCLUDES RE INSTALL OF FIRE SUPPRESSION, REWRAP WHEEL, TRASNPORT				

SEGMENT: 01 RECON W/CAT CERT CPT RBLD POWER TRAIN REBUILD
NOTES:
ENGINE, TRANSMISSION & TRANSFER GEARS, TRANSMISSION
OIL PUMP, TORQUE CONVERTER, DRIVE SHAFT, AXLE
HOUSING ASSEMBLY, NO SPIN DIFFERENTIAL, FINAL
DRIVE, WHEELS, SERVICE BRAKE, BRAKE ACCUMULATOR,
STEERING CYLINDER, STEERING VALVES, HYD CONTROL
VALVE, HYD TANK, IMPLEMENT PUMP, CYLINDERS, BLADE,
ART PIVOT PIN, GUARDS

Parts	Total Parts:	445,200.00
Labor	Total Labor:	296,000.00
Labor Summary		
Misc	Total Misc:	108,222.00
Segment 01 Total :		849,422.00
Total Segments:		849,422.00

SUB TOTAL (BEFORE TAXES)	849,422.00
---------------------------------	------------

- QUOTE EXPIRES IN 30 DAYS
- THESE PRICES DO NOT INCLUDE ANY APPLICABLE TAXES

This Quote is based on HOLT CAT's initial inspection of the equipment to be repaired and is valid for 30 calendar days. This Quote does not include any additional labor, parts, machining, any freight charges or any applicable sales tax. If additional repairs are required, which may become evident after work has been initiated, an addendum to the work order will be provided to the customer listing additional charges for repairs and repair time frames. These repairs will not be performed until the Customer authorizes such repairs. Item replaced during non-warranty repairs will be held at your request for no longer than 30 calendar days after the work is completed.

Would you like your parts held? Yes _____ NO _____.

ESTIMATED REPAIR TIME: _____ *from start date*
"The Signature is an authorization to proceed with the required repair work as described within the quote".

Issued PO# _____, **Authorized Name** _____ **Please Print.**

Date _____ / _____ / _____. _____
Signature

Any Questions? Please Call Felix Salazar at 956.292.7939.



CITY OF EDINBURG - CITY COUNCIL

Meeting Date: January 21, 2025

CONSENT AGENDA

Agenda Item No: 12.B.

Processing, Marketing and Sale of Recyclable Materials & Metals

1. Agenda Item:

Consider Awarding Bid No. 2025-21, Processing, Marketing and Sale of Recyclable Materials and Metals to Master Fibers, Inc. of Pharr, Texas and Authorize the City Manager to Enter Into an Agreement Relating Thereto. [Ramiro L. Gomez, Director of Solid Waste Management]

2. Description:

On Tuesday, November 12, 2024, bids were opened for Bid 2025-21, Processing, Marketing and Sale of Recyclable Materials and Metals. A total of one (1) bid was received and opened. After review, the single bidder meeting the minimum specifications outlined in the request is Master Fibers, Inc of Pharr, Texas.

Currently, the Department of Solid Waste Management offers a drive thru drop off center for its residents. Based on the City's collection figures from all of its recycling operations, FY 2023-2024 produced approximately 1,024 tons. The FY 2024-2025 projected tonnage of each commodity collected (including residual material) is expected to be ±1,092 tons.

The review also yielded some items for which vendors were non-responsive as listed, and will be re-bid under separate cover and will be awarded as such. Re-bid Line Items: Paper, Plastic and Glass- Coated Book stock (CBS) Loose; PETE Baled; HDPE Baled; Plastic, Other; Glass. Metals- Scrap Metal; Tin Steel, Bi-Metal; and Used Aluminum Beverage Cans (UBC).

If approved, the material listed will be delivered and sold on an as needed basis to Master Fibers, Inc.

Bid Line Item	Recyclable Commodity	Anticipated Quantity in Tons	Fixed Floor Price (\$ per Pound)
1	Newsprint (ONP) Loose	25	\$0.020
2	Old Corrugated Containers (OCC) Loose	221	\$0.030
3	Old Corrugated Containers (OCC) Baled	55	\$0.035
5	Mixed Paper Loose	163	\$0.015

Staff has verified that no monies are owed to the City by Master Fibers, Inc of Pharr, Texas.

3. Staff's Recommendation:

Approve awarding Bid 2025-21, Processing, Marketing and Sale of Recyclable Materials and Metals to Master Fibers, Inc of Pharr, Texas and Authorize City Manager to Enter Into an Agreements Relating Thereto.

Reviewed by:

Ramiro Gomez, Director of Solid Waste Management

Prepared by:

Dalinda Cardenas,
Administrative Specialist

Attachments:

- A. Bid Recommendation
- B. Re-Bid Line Items
- C. Notice to Bidders
- D. Master Fibers, Inc.
- E. Agreement
- F. Bidders List



Bid 2024-21 - Processing, Marketing and Sale of Recyclable Materials & Metals
Opening Date: November 12, 2024 at 3:00 p.m.

		Master Fibers Inc	
<u>Line Item</u>	<u>Recyclable Commodity</u>	<u>Anticipated Quantity In Tons</u>	<u>Fixed Floor Price (\$ per pound)</u>
<u>Paper, Plastic and Glass</u>			
1	Newsprint (ONP)Loose	25	\$0.020
2	Old Corrugated Containers (OCC)Loose	221	\$0.030
3	Old Corrugated Containers (OCC) Baled	55	\$0.035
4	Coated Book Stock (CBS) Loose	0	\$0.00
5	Mixed Paper Loose	163	\$0.015
6	PETE Baled	50	\$0.00
7	HDPE Baled	39	\$0.00
8	Plastic, Other	0	\$0.00
9	Glass	90	\$0.00
<u>Metals</u>			
10	Scrap Metal	93	\$0.00
11	Tin, Steel, Bi-Metal	10	\$0.00
12	Used Aluminum Beverage Cans (UBC)	6	\$0.00

**** FINANCIAL QUOTE WILL BE USED ONLY FOR THE FINANCIAL EVALUATION PORTION OF THE BID; QUANTITIES UTILIZED IN THIS SECTION ARE FOR ILLUSTRATION PURPOSES ONLY. ACTUAL QUANTITIES WILL BE DETERMINED ON A PER EVENT BASIS AND ARE SUBJECT TO THE TERMS OF THE CONTRACT AGREEMENT.**

RE-BID LINE ITEMS

Bid 2024-21 - Processing, Marketing and Sale of Recyclable Materials & Metals
Opening Date: November 12, 2024 at 3:00 p.m.

<u>Line Item</u>	<u>Recyclable Commodity</u>
<u>Paper, Plastic and Glass</u>	
4	Coated Book Stock (CBS) Loose
6	PETE Baled
7	HDPE Baled
8	Plastic, Other
9	Glass
<u>Metals</u>	
10	Scrap Metal
11	Tin, Steel, Bi-Metal
12	Used Aluminum Beverage Cans (UBC)

REQUEST FOR BIDS
2024-21
PROCESSING, MARKETING AND SALE OF RECYCLABLE
MATERIALS & METALS

City of Edinburg
415 W. University Drive
Edinburg, TX 78541



RELEASE DATE: September 25, 2024
DEADLINE FOR QUESTIONS: October 7, 2024
RESPONSE DEADLINE: November 12, 2024, 3:00 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:
<https://secure.procurenow.com/portal/cityofedinburg>

City of Edinburg
REQUEST FOR BIDS

Processing, Marketing and Sale of Recyclable Materials & Metals

I.	Introduction
II.	Legal Notice
III.	Instructions, Terms and Conditions
IV.	Specifications
V.	Vendor Questionnaire
VI.	Pricing Proposal.....

0

1. Introduction

1.1. [Summary](#)

City of Edinburg (COE) Department of Solid Waste Management, hereinafter referred to as the City, is soliciting sealed bids from entities qualified and experienced in recyclable materials processing and marketing services to accomplish the following: receiving, sorting, processing, storing, marketing, selling, and transporting of recyclable material and metals and collected from the City's Drop Off Center, Commercial Recycling Collection Program and Office Recycling Programs.

1.2. [Background](#)

QUANTITIES:

The City reserves the right to increase or decrease the quantities of each group depending on availability of funds. Quantities estimated are approximate, based on projected usage during a twelve (12) month period. The unit bid prices acquired for this contract are to remain the same for a period of one (1) year whether the City buys more or less than the estimated quantities of the product bid.

Purchase order: A purchase order will be issued for the entire bid amount to the selected vendor(s); however, the material will be delivered on an as needed basis. An invoice will be submitted at the time of each delivery.

SUBCONTRACTING: The successful submitter may not subcontract the award without the written consent of COE.

TERM The initial term of the contract shall be for one year starting from awarded date.

BIDDER RESPONSIBILITY: It is the responsibility of each vendor before submitting a proposal:

- To examine thoroughly the contract documents and other related data identified in the proposal documents.
- To visit the site to become familiar with and satisfy vendor as to the general, local, and site conditions that may affect cost, progress, performance, etc.
- To consider federal, state, and local laws and regulations that may affect costs, progress, performance or furnishing of the work.
- To study and carefully correlate vendor's knowledge and observations with the contract documents and such other related data.
- To promptly notify COE Purchasing of all conflicts, errors, ambiguities, or discrepancies which vendor has discovered in or between the contract documents and such other related documents.

1.3. [Contact Information](#)

Dalinda Cardenas
Administrative Specialist

PO Box 1079
8601 N. Jasman Rd
Edinburg, TX 78540
Email: dcardenas@cityofedinburg.com
Phone: [\(956\) 381-5635](tel:(956)381-5635)

Department:
Solid Waste

Department Head:
Ramiro Gomez
Solid Waste Director

1.4. [Timeline](#)

Release Project Date	September 25, 2024
Question Submission Deadline	October 7, 2024, 5:00pm
Proposal Submission Deadline	November 12, 2024, 3:00pm

2. Legal Notice

2.1. Notice to Bidders

The City of Edinburg is soliciting sealed bids from qualified vendors for the Processing, Marketing and Sale of Recyclable Materials & Metals.

Sealed Bids should be submitted electronically or received by the City Secretary's Office no later than:
3:00 pm, Tuesday, November 12, 2024.

All sealed bids should be received either electronically or at the designated location or by the deadline shown above. Bids received after the deadline will not be considered for the award of the contract and shall be considered void and unacceptable.

All bids will be opened and bidder's names publicly read aloud promptly in the City Hall Community Room, 1st Floor, at 415 W. University Dr., Edinburg, TX 78539 at 3:00 pm, Tuesday, November 12, 2024

To obtain a copy of the Invitation to Bid or submit an electronic bid please visit:

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

If a Bidder chooses to submit a Hard Copy Bid, it must be delivered in a sealed envelope with a return address and clearly marked "City of Edinburg Bid No. 2024-21" to the City Secretary's Office prior to the bid opening date and time. The receiving time in the City Secretary's Office will be the governing time for acceptability of the bids. the Bidder's firm name shall appear on the outside of the envelope.

Submit Bids To:

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

If Hand-Delivering Bids: 415 W. University Drive, Edinburg, TX 78540

c/o City Secretary Department (1st Floor)

Bids will not be accepted by telephone or facsimile machine. All bids must bear original signatures and figures.

If you have any questions or require additional information regarding this bid, you may contact Veronica Gutierrez, Purchasing Specialist II, please submit your questions via OpenGov at the website listed above no later than 5:00 pm Monday, October 7, 2024.

The City of Edinburg reserves the right to refuse and reject any or all bids and to waive any or all formalities or technicalities and to accept the bid deemed most advantageous to the City, and hold the bids for a period of 60 days without taking action.

3. Instructions, Terms and Conditions

3.1. Instructions to Bidders

The City of Edinburg will receive sealed bids for the goods/services described in this Invitation to Bid (ITB).

PURPOSE

The purpose of these specifications/requirements and bidding documents is for the purchase of Processing, Marketing and Sale of Recyclable Materials & Metals for the City of Edinburg.

The SERVICES to be furnished under this bid shall be as specified in these bid documents. All specifications/requirements shown are minimum. There is no intention to disqualify any bidder who can meet these specifications/requirements.

SUBMITTAL OF "HARD COPY" BID

If submitting Hard Copy Bid, it must be submitted in a sealed envelope by the vendor. **Submit two (2) complete sets of the bid, one (1) original marked "ORIGINAL," and one (1) digital copy in a flash drive.** Each bid must be completely filled out and SUBMITTED IN ORIGINAL FORM, complete with all supporting documentation.

If Hand-delivering Bids: 415 West University Drive, c/o City Secretary Department (1st Floor)

If Submitting Electronic: <https://procurement.opengov.com/portal/cityofedinburg>

PREPARATION OF BID

Bids MUST give full firm name and address of bidder, and be manually signed. Failure to do so will disqualify your bid. Person signing bid must show title or AUTHORITY TO BIND HIS/HER FIRM IN A CONTRACT. Firm name and authorized signature must appear on each page that calls for this information. The legal status of the Respondent/Bidder whether corporation, partnership, or individual, shall also be stated in the bid. A corporation shall execute the bid by its duly authorized officers in accordance with its corporate by-laws and shall also list the state in which it is incorporated. A partnership Respondent/Bidder shall give full names and addresses of all partners. All partners shall execute the bid. Partnership and Individual Respondent/Bidder shall state in the bid the names and addresses of all persons with a vested interest therein. The place of residence of each Respondent/Bidder, or the office address in the case of a firm or company, with county and state and telephone number, shall be given after the signature.

DEVIATION FROM SPECIFICATION

Please read your specifications/requirements thoroughly and be sure that the SERVICES offered comply with all specifications/requirements. Any variation from the specifications/requirements must be clearly indicated by letter attached to your bid referencing variations on a point-by-point basis. If no exceptions are noted, and you are the successful bidder, it will be required that the SERVICES be provided as specified.

ALTERATIONS/AMENDMENTS TO BID

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

SALES TAX

State sales tax must not be included in the bid.

SUBSTITUTIONS

No substitutions or cancellations will be permitted without written approval of City of Edinburg.

NO BID RESPONSE

If unable to submit a bid, bidder should return inquiry giving reasons.

EXCEPTIONS

Any additions, deletions, or variations from the following specifications/requirements must be noted. The bidder shall attach to his/her bid sheet a list of any exceptions to the specifications/requirements if unable to do so, on specification sheet.

BRAND OR MANUFACTURER REFERENCE

Unless otherwise specified, any catalog or manufacturer's reference or brand name used in describing an item is merely descriptive, and not restrictive, and is used only to indicate type and style of product desired. Bids on alternate brands will be considered if they meet specification requirements. If a bidder quotes on equipment other than the one(s) specified in the bid, sufficient specifications and descriptive (pictured literature) data must accompany same to permit thorough evaluation. In the absence of these qualifications, he/she will be expected to furnish the product called for.

DELIVERY

Number of days required to deliver SERVICES after receiving order must be stated in the bid. Failure to so state will obligate bidder to complete service delivery within ONE day.

DELAY IN SERVICE DELIVERY

When delay can be foreseen, Bidder shall give prior notice to City of Edinburg. Bidder must keep City of Edinburg advised at all times of status of order. Default in promised service delivery (without acceptable reasons) or failure to meet specifications/requirements, authorizes the City of Edinburg to purchase such SERVICES elsewhere and charge increase in cost to defaulting vendor. Acceptable reasons for delayed delivery are as follows: Acts of God (floods, tornadoes, hurricanes, etc.), acts of government, fire, strikes, war; Actions beyond the control of the successful bidder.

SERVICE DELIVERED PRICING

Bids in units of quantity specified - extend and show total. In the event of discrepancies in extension, unit prices will govern. Bids subject to unlimited price increase will not be considered.

RIGHT TO REJECT/AWARD

The City of Edinburg reserves the right to refuse and reject any or all Bids, and to waive any or all formalities or technicalities, and to make such awards of contract as may be deemed to be the best and most advantageous to the City of Edinburg.

MULTIPLE VENDOR CONTRACTS

Bidders are advised that the City of Edinburg may award Service Contracts to multiple vendors based on low bid per item basis. All items specified on the "Bid Form" must reflect the individual unit prices. The City of Edinburg reserves the right to award all items individually or in any combination thereof.

INDEMNIFICATION CLAUSE

The Bidder agrees to indemnify and save harmless the City, from all suits and actions of every nature and description brought against them or any of them, for or on account of the use of patented appliances, products or processes, and he shall pay all royalties and charges which are legal and equitable. Evidence of such payment or satisfaction shall be submitted upon request of the Purchasing Agent, as a necessary requirement in connection with the final estimate for payment in which such patented appliance, products or processes are used.

ADDENDA

Bidder shall carefully examine the bid forms, specifications/requirements, and instructions to Bidders. Should the bidder find discrepancies in, or omissions from bid forms, specifications/requirements, or other documents, or should he/she be in doubt as to their meaning, he/she should at once request an interpretation via the OpenGov portal: <https://procurement.opengov.com/portal/cityofedinburg> to obtain clarification by addendum prior to submitting any bid. Explanations, interpretations, and supplemental instructions shall be in the form of written Addenda which shall become a part of the Contract documents. Said Addenda shall be available through the e-procurement portal and e-mailed to all prospective Bidders. All Addenda issued in respect to this project shall be considered official changes to the original bid documents. Verbal statements in response to inquiries and/or requests for explanations shall not be authoritative nor binding. It shall be the Bidder(s) responsibility to ensure that they have received all Addenda in respect to this project. Furthermore, Bidders are advised that they must recognize, comply with, and attach a signed copy of each Addendum which shall be made part of their Bid Submittal. Bidder(s) signature on Addenda shall be interpreted as the bidder's "recognition and compliance to" official changes as outlined by the City of Edinburg and as such are made part of the original solicitation documents. Failure of any bidder to receive any such addendum or interpretation shall not relieve such Bidder from its terms and requirements. The City may issue a written addendum no later than five calendar days prior to the date bids must be received. Addendums are available online at <https://procurement.opengov.com/portal/cityofedinburg>

PAYMENT

The City of Edinburg will execute payment by mail in accordance with the State of Texas Pay Law after SERVICES have been provided and invoiced. No other method of payment will be considered.

SYNONYM

Where in this bid package ITEMS OR SERVICES is used, its meaning shall refer to the Processing, Marketing and Sale of Recyclable Materials & Metals as specified.

ASSIGNMENT

Neither the Bidder's contract nor payment due to an awarded vendor may be assigned to a third party without the written approval of the Purchasing Department for the City of Edinburg.

BIDDER'S EMPLOYEES

Neither the Bidder nor his/her employees engaged in fulfilling the terms and conditions of this Purchase Contract shall be considered employees of the City. The method and manner of performance of such undertakings shall be under the exclusive control of the vendor on contract. The City shall have the right of inspection of said undertakings at any time.

INTERPRETATIONS

Any questions concerning the conditions and/or specifications/requirements with regards to this solicitation for Bids shall be directed to the designated individuals as outlined in the Request for Bids. Such interpretations, which may affect the eventual outcome of this request for Bids, shall be furnished in writing to all prospective Bidders via Addendum. No interpretation shall be considered binding unless provided in writing by the City of Edinburg in accordance with paragraph entitled "Addenda".

STATUTORY REQUIREMENTS

It shall be the responsibility of the successful Bidder to comply with all applicable State & Federal laws, Executive Orders and Municipal Ordinances, and the Rules and Regulations of all authorities having jurisdiction over the work to be performed hereunder and such shall apply to the contract throughout, and that they will be deemed to be included in the contract as though written out in full in the contract documents. (To include issues related to health, environmental, and safety to name a few.)

RIGHT TO WAIVE

City of Edinburg reserves the right to waive or take exception to any part of these specifications/requirements when in the best interest of the City of Edinburg.

COOPERATIVE PRICING

Bidders are advised that in addition to responding to our "local" solicitation for bids/Bids with Dealer pricing, vendors/contractors are encouraged to provide pricing on the below referenced items/products/services based on BuyBoard, TX-MAS, H-GAC and/or any other State of Texas recognized and approved cooperative which has complied with the bidding requirements for the State of Texas. If bidding other than or in addition to "dealer" pricing, kindly duplicate the bid forms for each bid being provided from a cooperative contract. Any and all applicable fees must be included. All cooperative pricing must be submitted on or before bid opening date and hour.

VALID BID TIME FRAME

The City of Edinburg may hold bids **60** days after the opening of Bids without taking action. Bidders are required to hold their Bids firm for same period of time.

PREPARATION OF BID

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

CONFIDENTIAL INFORMATION

Any information deemed to be confidential by the bidder should be clearly noted on the pages where confidential information is contained; however, the City cannot guarantee that it will not be compelled to disclose all or part of any public record under Texas Public Information Act, since information deemed to be confidential by the bidder may not be considered confidential under Texas Law, or pursuant to a Court order.

VERBAL THREATS

Any threats made to any employee of the City, be it verbal or written, to discontinue the providing of item/material/services for whatever reason and/or reasons shall be considered a breach of contract and the City will immediately sever the contract with the Vendor on contract.

MATHEMATICAL ERRORS

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

AUDIT

The City of Edinburg reserves the right to audit the vendor's books and records relating to the performance of this contract. The City of Edinburg, at its own expense, shall have the right at all reasonable times during normal business hours and upon at least twenty-four (24) hours' advance notice, to audit, to examine, and to make copies of or extracts from the books of account and records maintained by the vendor(s) with respect to the Supply/Service and/or Purchase Contract. If such audit shall disclose overpayment by City to vendor, written notice of such overpayment shall be provided to the vendor and the amount of overpayment shall be promptly reimbursed by vendor to the City. In the event any such overpayment is not paid within ten (10) business days after receipt of such notice, the unpaid amount of such overpayment shall bear interest at the rate of one percent (1%) per month from the date of such notice until paid.

PAST PERFORMANCE

Vendor's past performance shall be taken into consideration in the evaluation and award of Service Contract for the Purchase of SERVICES.

JURISDICTION

Contract(s) executed as part of this solicitation shall be subject to and governed under the laws of the State of Texas. Any and all obligations and payments are due and performable and payable in Hidalgo County, Texas.

VENUE

The parties agree that venue for purposes of any and all lawsuits, cause of action, arbitration, and/or any other dispute(s) shall be in Hidalgo County, Texas.

CONSIDERATION OF LOCATION OF BIDDER'S PRINCIPAL PLACE OF BUSINESS

The City may give local vendors, whose principal place of business is located within the City of Edinburg, and whose bid is within five percent (5%) of the lowest bid price preference as allowed by Section 271.9051 of the Local Government Code.

AWARD

For purposes of this project, award will be contingent on approval of budget.

CONSIDERATION OF LOCATION OF BIDDER'S PRINCIPAL PLACE OF BUSINESS

The City may give local vendors, whose principal place of business is located within the City of Edinburg, and whose bid is within five percent (5%) of the lowest bid price preference as allowed by Section 271.9051 of the Local Government Code.

SPECIAL CIRCUMSTANCES

In the event that the City of Edinburg has an immediate need for a particular service(s) that is/are on contract and the successful vendor on contract is not able to meet the special service delivery needs of the City of Edinburg, the City of Edinburg reserves the right to purchase such services elsewhere to fulfill its' immediate need.

TERMINATION OF CONTRACT

The City of Edinburg reserves the right to terminate the contract if, in the opinion of the City of Edinburg, the successful vendor's performance is not acceptable, if the City is being repeatedly over charged, improperly charged, no funds are available, or if the City wishes, without cause, to discontinue this contract. Termination will be in written form allowing a 30-day notice. The bidder shall be afforded the same right to terminate this contract in the same manner.

ETHICAL STANDARD

No City official or employee shall have interest in any contract resulting from this bid.

IF YOU HAVE ANY QUESTIONS ABOUT COMPLIANCE, PLEASE CONSULT YOUR OWN LEGAL COUNSEL. COMPLIANCE IS THE INDIVIDUAL RESPONSIBILITY OF EACH PERSON OR AGENT OF A PERSON WHO IS SUBJECT TO THE FILING REQUIREMENT. AN OFFENSE UNDER CHAPTER 176 IS A CLASS "C" MISDEMEANOR.

3.2. INSURANCE REQUIREMENTS

Staff may waive insurance requirements for contracts \$0 - \$4,999.99, including but not limited to contracts for food, materials, supplies, and construction. Workers' Compensation in amounts which satisfy statutory coverage shall be required for construction projects.

The following insurance requirements will be included in all City contracts of \$5,000 - \$14,999.99. In contracts not involving building and construction projects, as that activity is defined in TEX. LABOR CODE §406.096, contractors may obtain alternative form of worker accident insurance with minimum limits of liability of \$100,000 per claim.

Minimum Insurance Requirements

Type of Coverage Limits of Liability

Worker's Compensation Statutory Coverage

Comprehensive General Liability

(City named as additional insured)

Bodily Injury \$250,000 each person/\$500,000 each occurrence

Property Damage \$100,000 each occurrence/\$100,000 aggregate

or \$500,000 combined single limits

The following insurance requirements will be included in all City contracts of \$15,000 or more.

(1) The successful bidder will be required to carry the following insurance coverage and limits of coverage, as well as list the City as an additional insured to liability coverage as requested by the City. In addition, the successful bidder shall provide the City with evidence of coverage and furnish acceptable proof of payment of insurance premiums.

(2) The successful bidder will be required to secure and/or have insurance coverage in force with an admitted property and casualty insurance company licensed by the State of Texas to conduct business in the State of Texas.

(3) In contracts not involving building and construction projects, as that activity is defined in TEX. LABOR CODE §406.096, contractors may obtain alternative form of worker accident insurance with minimum limits of liability of \$100,000 per claim

Minimum Insurance Requirements

Type of Coverage Limits of Liability

Worker's Compensation Statutory Coverage

Employer's Liability Bodily Injury by Accident:

\$100,000 each accident

Bodily Injury by Disease:

\$100,000 each employee/\$500,000 policy limit

Comprehensive General Liability

Bodily Injury \$250,000 each person/\$500,000 each occurrence

Property Damage \$100,000 each occurrence/\$100,000 aggregate

or \$500,000 combined single limits

Comprehensive Auto Liability

Bodily Injury \$100,000 each person/\$500,000 each occurrence

Property Damage \$100,000 each occurrence/\$100,000 aggregate

or \$500,000 combined single limits

City's Protective Liability

Bodily Injury \$250,000 each person/\$500,000 each occurrence

Property Damage \$100,000 each occurrence/\$100,000 aggregate

or \$500,000 combined single limits

Policies must name the City of Edinburg as an Additional Insured.

Certificates of insurance naming the CITY as an additional insured shall be submitted to the CITY for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the CITY prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence that adequate replacement coverage is provided to the CITY. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, the Contract shall automatically terminate.

4. Specifications

4.1. GENERAL SCOPE OF SERVICES AND INFORMATION

The Proposer shall perform and/or arrange all tasks pertaining to these tasks which will include, at a minimum, receiving, sorting, processing, storing, marketing, selling, and transporting (if necessary) recyclable materials and metals collected by the City. These services shall commence only with the executed contract. This BID specifically excludes collection services. The scope of work is as follows but is not limited to:

SERVICES:

1. The Proposer shall comply with all applicable Texas Commission on Environmental Quality (TCEQ), and other state, local, and federal laws and regulations pertaining to the provision of the services detailed in this BID. Proposer shall avoid those practices that create a perception of nuisance to citizens such as odors, noise and litter.

RECYCLING COMMODITIES:

1. Under the City's Recycling Program, City Recycling Collection crews receive and collect the recycling commodities below that must be processed, transported, marketed, and sold.
2. Newsprint: Also referred to as old newspaper (ONP), shall include newspaper and advertising supplements and other paper grades as delivered to local subscribers of newspaper distributed in THE Edinburg area.
3. Mixed Paper: Includes magazines, junk mail, paperboard and telephone directories. Sorted Office Paper shall mean high grade paper from offices such as computer paper, sorted white ledger, copier paper and office stationary.
4. Old Corrugated Containers (OCC): Includes boxes with unbleached and unwaxed paper with ruffled liners.
5. Glass: Includes household glass containers, bottles and jars, including amber, flint, green, mixed and/or crushed glass.
6. Plastics: PETE and HDPE Includes plastic bottles, containers and packages made from various resins including other plastics coded #1 and #2.
7. Metals: Scrap Metal includes recyclable metal left from a product manufacturing or consumption such as surplus metals. Used Aluminum Beverage Cans (UBC) household beverage cans made of aluminum. Tin, Steel and Bi-Metal Containers include food, beverage non-food and aerosol cans made of mixed metal, such as tin and steel.

Please note that the City does not require customers to flatten cardboard, plastic, metal and aluminum containers. In addition, plastic bags, labels, lids, nozzles and metal neck rings may also be present in the recyclable materials delivered to the processing facility.

PROCESSING AND MARKETING OF MATERIALS:

The Contractor shall provide all labor, services, equipment, and other resources necessary to accept, process, and market the recyclable materials, scrap metal and electronic waste collected at the recycling center. The Contractor will provide a list of acceptable recyclable materials and scrap metal at the beginning of the initial contract term and it must include, at a minimum, corrugated cardboard, mixed paper, newspaper, plastic containers, metal cans, and glass containers and scrap metal as defined in the definitions section of the scope of work. Any changes to this list shall be made in writing to the City for consideration and approval.

Facilities: The Contractor shall identify in the bid documents the Material Recovery Facilities (MRFs) to which the collected recyclable materials will be delivered and all MRFs must be approved by the City prior to the beginning of the contract. The Contractor shall provide the City with the name, telephone number, point of contact, facsimile number, address, operating hours, and delivery procedures for each facility that will be receiving recyclables from the recycling center. The City reserves the right to inspect the MRF(s) at any time while performing under the terms of this contract and to reasonably reject any MRFs selected by Contractor.

Each City-approved facility must hold applicable permits and be licensed to operate as a MRF or a transfer site. Contractor's facility will be available to accept loads of recyclable materials Monday through Saturday, including holiday (except Fourth of July, Thanksgiving, and Christmas).

The Contractor shall recycle (market and sell) all recyclable materials and scrap metal delivered to each facility and not dispose of recyclables and scrap metal by some other means (landfill, incineration, etc.), excluding normal by pass waste such as materials not accepted for recycling at the recycling center.

The Contractor shall accept all recyclables in "as is" condition. The contractor shall be responsible for removing and disposing of any contamination without disposing of recyclables in the process.

Weight Tickets: The Contractor shall have certified weight scales at the receiving site. Each vehicle shall be separately weighed to determine weight of material for each collection container delivered. The Contractor shall generate certified weight tickets issued at the time of delivery for each Contractor's facility. Each delivery ticket must include the date and time of delivery, truck number, incoming truck weight (tare weight), and the weight of the material being delivered. The Contractor shall keep on file certified weight tickets for all materials delivered under this contract. Weight tickets shall be submitted to the City upon request.

Reports/Invoices: The Contractor shall prepare a monthly report that lists total tonnages for each material received, including details for each load (ticket number, date of delivery, and weight of material delivered). The report shall be submitted to the City by the 15th of each month. All invoices for payment from the City will not be processed for payment unless the monthly report is provided and shall include a copy of industry ledgers depicting the current purchase/sale of all commodities being paid to the City. The industry ledgers shall accompany such payments.

Revenue from sale of Recyclable Materials: The Contractor shall market and sell materials delivered from the recycling center and offer the City a FAIR MARKET PRICE/SOLD on the sale of the material. The Contractor shall offer a price per commodity (cardboard, mixed paper, commingled containers, tin,

aluminum, scrap metal) based on a daily market price for each commodity. Pricing shall be based on the following markets:

- A. Cardboard – The Official Board Markets price per ton for Old Corrugated Containers (OCC), Transacted Paper Stock Prices – Low Grades, Southwest Region, as published in the second issue of Official Board Markets (OBM) for the month in which the fiber materials were delivered to the Contractor. In the event that OBM list a range of prices, the highest price of the range shall be used. For mixed paper, a rebate shall be based on the Official Board Markets price per ton for #1 Mixed Paper, Transacted.
- B. Mixed Paper – The Official Board Markets price per ton for #2 Mixed Paper Stock Prices – Low Grades, Southwest Region, as published in the second issue of Official Board Markets (OBM) for the month in which the fiber materials were delivered to the Contractor. In the event that OBM list a range of prices, the highest price of the range shall be used.
- C. Commingled Containers – The Waste and Recycling Newspaper pound for Plastic Containers, as posted electronically for Announced Recovered Materials Prices, New York Region, Plastics, the average price for ‘PET Baled’ and HDPE Baled’ on the 15th day of the month in which the plastic material was delivered to the Contractor. Listed price in pounds shall be converted to a price per ton. In the event that Waste and Recycling News lists a range of prices, the highest price of the range shall be used.
- D. Tin, Aluminum, Scrap Metal – The American Metal Market price per pound for scrap iron and steel prices and nonferrous scrap prices as posted weekly by the AMM for Materials Prices, Houston Region, Scrap Iron and Steel Scrap Metal and Non-Ferrous Scrap, for the day for which material was delivered to the Contractor. Listed price in pounds shall be converted to a price per ton. In the event that AMM lists a range of prices, the highest price of the range shall be used.
- E. Glass – Stock Market price per pound for mixed scrap glass, for the day for which material was delivered to the Contractor. Listed price in pounds shall be converted to a price per ton.

Response Time- Bidder must be available to respond to any pick up of materials within twenty-four (24) hours after the City’s request and on a on call basis should the need arise.

Collection of Container- Bidder may supply its own collection containers (i.e. 30-cd open top roll off and/or walking trailer, provided there is an acceptable location to stage the container). When the container, full of recyclable materials and scrap metal, is being hauled and the Solid Waste Management is open to the public, a second collection container must be provided. During operating hours there shall always be a container to collect and temporarily store recyclable materials, metals and electronic waste.

REVENUE

Any revenue will be provided to the City in the form of a check, made payable to “The City of Edinburg” and submitted monthly by the 15th for the month following the month in which the materials were

delivered to the facility and shall include a copy of industry ledgers depicting the current purchase/sale price of all commodities being paid to the City. The industry ledgers shall accompany such payments.

PAYMENTS, RECORDS AND REPORTING:

Proposer shall submit payment/remit invoice for the recyclable commodities received from the City's recycling programs by the last day of the following month based on the tonnage delivered. Payment is due during the next month following the delivery of material for processing.

The following information shall accompany monthly payments/invoices:

- A. Date, truck number, scale ticket number, and net weight for all incoming loads per day;
- B. Monthly total tonnage by type of recycling commodity received for processing;
- C. Monthly totals of tons of residuals (by weight) processed;
- D. Revenue received from the sale of recyclables by commodity by month and Purchasers of Recyclable Materials;
- E. Commodity exchange information establishing the fair market value paid to the City.
- F. Processing payment due the Proposer;
- G. Data Sharing of this BID.

Proposer must provide adequate detail on cost so that the City may review and approve. The City reserves the right to request and receive additional detail when needed.

Quarterly and Annual Reporting: As part of the data sharing requirements, records shall be kept on a daily and cumulative basis regarding the City's recycling program and shall be available to the City upon request. Information reporting shall be disseminated by an agreed upon electronic format.

Monthly reports of the previous month's activities will be due to the City by the last day of each month. Annual reports will be due by October 31st following the City's completed fiscal year (October 1st-September 30th).

4.2. QUANTITIES

Based on the City's collection figures since implementing from all of its recycling operations, the FY 24/25 projection is approximately 653 tons. The FY 24/25 projected tonnage of each commodity collected (including residual material) is listed below in Table 1.

Staff has noted that due to the array of different service options, estimates were utilized as minimum amounts for this BID. Actual quantities vary significantly and are dependent on yearly service requests.

- A. On a semi-annual basis, the Proposer shall conduct audits to determine the contamination rate, estimated tonnages and percentages of each recycling commodity noted in Table 1 for the City's recyclable materials delivered to the processing facility. A representative of the City will be present during the audits. These audits will be performed at no additional charge to the City as part of this contract.

- B. In addition, the City expects the Proposer to provide feedback as needed to the City regarding contamination including the general types of contamination found and the specific truck numbers in the recyclable materials delivered.
- C. The City reserves the right to add or delete recycling commodities at any time during the term of this contract and any extensions. Modifications may be made by the City to the recycling program for the purpose of optimizing operational efficiencies, increasing the quantities of recyclable material collected, and for any other beneficial or economical reason(s).
- D. At the time of payment from the purchase/sale of recyclable commodities the proposal shall include a copy of industry ledgers depicting the current purchase/sale price of all commodities being paid to the City. The industry ledgers shall accompany such payments.

TABLE 1		
ESTIMATED WASTE CATEGORIZATION		
Recycling Commodity	Estimated Annual Tonnage	Estimated Annual Pounds
<i>Newsprint (ONP)</i>	25	50,000
<i>Old Corrugated Containers (OCC)</i>	275	552,000
<i>Coated Book Stock</i>	0	0
<i>Mixed Paper</i>	163	326,000
<i>PETE</i>	50	100,000
<i>HDPE</i>	39	78,000
<i>Glass</i>	90	180,000
<i>Metal</i>		
<i>Scrap Metal</i>	93	186,000
<i>Tin, Steel, Bi-Metal</i>	10	20,000
<i>Used Aluminum Beverage Cans (UBC)</i>	6	12,000
Table Notes: 1. The above figures cannot be interpreted as a guarantee of future quantities to be collected by the City.		

4.3. GENERAL CONTRACT TERMS AND CONDITIONS

ASSIGNMENT

The successful Proposer shall not sell, assign, transfer or convey any contract resulting from this BID, in whole or in part, without the prior written consent of COE.

MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE PROPOSERS:

A prospective Proposer must meet the following requirements:

A prospective Proposer must affirmatively demonstrate their responsibility; have adequate financial resources, or the ability to obtain such resources as required; be able to comply with the required or proposed delivery schedule; Have a satisfactory record of performance; have a satisfactory record of integrity and ethics; be otherwise qualified and eligible to receive an award.

COE may request representation and other information sufficient to determine Proposer's ability to meet these minimum standards listed above.

SUCCESSFUL PROPOSER SHALL

Successful Proposer shall defend, indemnify and save harmless COE and all its officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful Proposer, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from proposal award. Successful Proposer shall pay any judgment and cost of litigation which may be obtained against COE growing out of such injury or damages.

PRIME CONTRACTOR RESPONSIBILITIES

The selected Proposer shall be required to assume responsibility for all items and services offered in his proposal whether or not he produces or provides them. The COE shall consider the selected Proposer to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.

SUBCONTRACTOR INSURANCE

The Contractor shall include all subcontractors and COE as additionally insured under its policies or shall insure that all subcontractors satisfy the same insurance requirements Stated herein for the contractor.

PROPOSALS/PROPOSERS MUST COMPLY WITH:

All federal, state, county and local laws governing or covering this type of service.

TERMINATION OF CONTRACT

This contract shall remain in effect until contract expires, completion and acceptance of services or default. COE reserves the right to terminate the contract immediately in the event the successful Proposer fails to:

- meet delivery or completion schedules or
- otherwise perform in accordance with the accepted proposal or
- File for Bankruptcy.

Breach of contract or default authorizes COE to award to another Proposer, purchase elsewhere and charge the full increase cost to the defaulting Proposer.

Either party may terminate this contract with a thirty (30) days written notice prior to either party stating cancellation. The successful Proposer must state therein the reasons for such cancellation. Prior written notice must be delivered in person or sent by registered or certified mail, return receipt requested, proper postage paid, and properly addressed to the other party at the address on the affidavit for the contractor or to COE MANAGER, 415 West University Drive Edinburg, Texas.

PERFORMANCE OF CONTRACT

COE reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of COE in the event of breach or default or resulting contract award.

NO GUARANTEE OF QUANTITIES

The COE reserves the right to increase or decrease the amount, at the unit prices stated in the proposal.

Neither the COE nor any Agency obligates itself to contract for or accept more than their actual requirements during the period of this agreement, as determined by actual needs and availability of appropriated funds.

INVOICES

The invoices shall show:

1. Date, truck number, scale ticket number, and net weight for all incoming loads per day; Name and address of successful Proposer
2. Total tonnage by type of recycling commodity received for processing;
3. Totals of tons of residuals (by weight) processed;
4. Revenue received from the sale of recyclables by commodity by month and Purchasers of Recyclable Materials;
5. Commodity exchange information establishing the fair market value paid to the City.
6. Processing payment due the Proposer
7. COE Purchase Order Number.

5. Vendor Questionnaire

5.1. Solicitation Forms

5.1.1. *Please download the documents, complete, and upload the Attachment I - Project Requirements Acknowledgement. **

Please download the below documents, complete, and upload.

- [ATTACHMENT I PROJECT REQUIR...](#)

*Response required

5.1.2. *Please download the documents, complete, and upload Attachment II - Proposer Qualifications General Questionnaire**

Please download the below documents, complete, and upload.

- [ATTACHMENT II-PROPOSER_QUAL...](#)

*Response required

5.1.3. *Please download the documents, complete, and upload Attachment III - Signature Page**

Please download the below documents, complete, and upload.

- [ATTACHMENT III SIGNATURE PA...](#)

*Response required

5.1.4. *Attach your company's insurance certificate. **

Please upload a copy of your Certificate of insurance here.

*Response required

5.2. Required Forms

5.2.1. *Please fill out General Questionnaire and upload here **

Please download the below documents, complete, and upload.

- [GENERAL QUESTIONNAIRE.pdf](#)

*Response required

5.2.2. *Please fill out the Litigation Disclosure form and upload here**

Please download the below documents, complete, and upload.

- [LITIGATION DISCLOSURE FORM.pdf](#)

*Response required

5.2.3. *Please fill out and sign the Conflict of Interest Disclosure and upload here**

Please download the below documents, complete, and upload.

- [CONFLICT OF INTEREST.pdf](#)

*Response required

5.2.4. *Please fill out and sign Senate Bill 13 and upload here**

The 87th Texas Legislature approved new legislation, effective Sept. 1, 2021, which amends Texas Local Government Code 2274.002 Section 1. Subtitle A, Title 8 by adding Chapter 809 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

- 1) does not boycott energy companies and will not boycott energy companies during the term of the Contract. If Respondent does not make that verification, Respondent must so indicate in its Response and state why the certification is not required , or
- 2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Agency.

- [SENATE BILL 13 VERIFICATION...](#)

*Response required

5.2.5. *Please fill out and sign House Bill 89 and upload here**

The 85th Texas Legislature approved new legislation, effective Sept. 1, 2017, which amends Texas Local Government Code Section 1. Subtitle F, Title 10, Government Code by adding Chapter 2270 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

- 1) does not boycott Israel; and
- 2) will not boycott Israel during the term of the contract

- [HOUSE BILL 89 VERIFICATION.pdf](#)

*Response required

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

The 87th Texas Legislature approved new legislation, effective Sept. 1, 2021, which amends Texas Local Government Code Section 1. Subtitle F, Title 10 of the Texas Government Code 2274.002, Respondent verifies that it:

- 1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and
- 2) will not discriminate during the term of the contract against a firearm entity or firearm trade association.

If Respondent does not make that verification, Respondent must so indicate in its Response and state why the verification is not required. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Agency.

- [SENATE BILL 19 VERIFICATION...](#)

*Response required

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

Submitters, by submitting a signed submission, certify that the accompanying submission is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Texas or United States law.

- [CITY OF EDINBURG NONCOLLUSI...](#)

*Response required

5.2.8. *Please upload the Conflict of Interest**

CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE

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

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

*Response required

5.2.9. *If awarded the 1295 form must be provided.**

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

For more information go to the Texas Ethics Commission web page at <https://www.ethics.state.tx.us/filinginfo/1295/>.

- ☐ Yes
☐ No

***Response required**

6. Pricing Proposal

FINANCIAL PROPOSAL

Line Item	Anticipated Quantity In Tons	Recyclable Commodity	Fixed Floor Price (\$ per pound)	Processing Fee (\$ per pound) for cleaning of material)	Payment to CITY Estimated Quantity per pound
Paper, Plastic and Glass					
1	25	Newsprint (ONP)Loose			
2	221	Old Corrugated Containers (OCC)Loose			
3	55	Old Corrugated Containers (OCC) Baled			
4	0	Coated Book Stock (CBS) Loose			
5	163	Mixed Paper Loose			
6	50	PETE Baled			
7	39	HDPE Baled			
8	0	Plastic, Other			
9	90	Glass			
Metals					
10	93	Scrap Metal			
11	10	Tin, Steel, Bi-Metal			
12	6	Used Aluminum Beverage Cans (UBC)			
** FINANCIAL QUOTE WILL BE USED ONLY FOR THE FINANCIAL EVALUATION PORTION OF THE BID; QUANTITIES UTILIZED IN THIS SECTION ARE FOR ILLUSTRATION PURPOSES ONLY. ACTUAL QUANTITIES WILL BE DETERMINED ON A PER EVENT BASIS AND ARE SUBJECT TO THE TERMS OF THE CONTRACT AGREEMENT.					



City of Edinburg
Solid Waste

Ramiro Gomez, Solid Waste Director
415 W. University Drive, Edinburg, TX 78541

[MASTER FIBERS INC] RESPONSE DOCUMENT REPORT

NTB No. 2024-21

Processing, Marketing and Sale of Recyclable Materials & Metals

RESPONSE DEADLINE: November 12, 2024 at 3:00 pm

Report Generated: Tuesday, November 19, 2024

Master Fibers Inc Response

CONTACT INFORMATION

Company:

Master Fibers Inc

Email:

marredondo@masterfibers.com

Contact:

Manuel Arredondo

Address:

103 N Veterans Blvd
Pharr, TX 78577

Phone:

(956) 227-4631

Website:

masterfibers.com

Submission Date:

Nov 11, 2024 6:10 PM (Central Time)

ADDENDA CONFIRMATION

Addendum #1

Confirmed Oct 28, 2024 2:28 PM by Manuel Arredondo

Addendum #2

Confirmed Oct 28, 2024 2:29 PM by Manuel Arredondo

QUESTIONNAIRE

1. Solicitation Forms

PLEASE DOWNLOAD THE DOCUMENTS, COMPLETE, AND UPLOAD THE ATTACHMENT I - PROJECT REQUIREMENTS ACKNOWLEDGEMENT.*

Please download the below documents, complete, and upload.

- [ATTACHMENT I PROJECT REQUIR...](#)

Attachment_I.pdf

PLEASE DOWNLOAD THE DOCUMENTS, COMPLETE, AND UPLOAD ATTACHMENT II - PROPOSER QUALIFICATIONS GENERAL QUESTIONNAIRE*

Please download the below documents, complete, and upload.

- [ATTACHMENT II-PROPOSER QUAL...](#)

Attachment_II.pdf

PLEASE DOWNLOAD THE DOCUMENTS, COMPLETE, AND UPLOAD ATTACHMENT III - SIGNATURE PAGE*

Please download the below documents, complete, and upload.

- [ATTACHMENT III SIGNATURE PA...](#)

Signature_Page.pdf

ATTACH YOUR COMPANY'S INSURANCE CERTIFICATE. *
Please upload a copy of your Certificate of insurance here.

CERT_City_of_Edinburg_135712.pdf

2. Required Forms

PLEASE FILL OUT GENERAL QUESTIONNAIRE AND UPLOAD HERE *

Please download the below documents, complete, and upload.

- [GENERAL QUESTIONNAIRE.pdf](#)

Proposal_General_Questionnaire.pdf

PLEASE FILL OUT THE LITIGATION DISCLOSURE FORM AND UPLOAD HERE*

Please download the below documents, complete, and upload.

- [LITIGATION DISCLOSURE FORM.pdf](#)

Litigation_Disclosure_Form.pdf

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

Please download the below documents, complete, and upload.

- [CONFLICT OF INTEREST.pdf](#)

Conflict_of_Interest_Disclosure.pdf

PLEASE FILL OUT AND SIGN SENATE BILL 13 AND UPLOAD HERE*

The 87th Texas Legislature approved new legislation, effective Sept. 1, 2021, which amends Texas Local Government Code 2274.002 Section 1. Subtitle A, Title 8 by adding Chapter 809 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

- 1) does not boycott energy companies and will not boycott energy companies during the term of the Contract. If Respondent does not make that verification, Respondent must so indicate in its Response and state why the certification is not required , or
- 2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Agency.

- [SENATE BILL 13 VERIFICATION...](#)

Senate_Bill_13.pdf

PLEASE FILL OUT AND SIGN HOUSE BILL 89 AND UPLOAD HERE*

The 85th Texas Legislature approved new legislation, effective Sept. 1, 2017, which amends Texas Local Government Code Section 1. Subtitle F, Title 10, Government Code by adding Chapter 2270 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

- 1) does not boycott Israel; and
- 2) will not boycott Israel during the term of the contract

- [HOUSE BILL 89 VERIFICATION.pdf](#)

House_Bill_89.pdf

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

The 87th Texas Legislature approved new legislation, effective Sept. 1, 2021, which amends Texas Local Government Code Section 1. Subtitle F, Title 10 of the Texas Government Code 2274.002, Respondent verifies that it:

- 1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and
- 2) will not discriminate during the term of the contract against a firearm entity or firearm trade association.

If Respondent does not make that verification, Respondent must so indicate in its Response and state why the verification is not required. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Agency.

- [SENATE BILL 19 VERIFICATION...](#)

Senate_Bill_19.pdf

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

Submitters, by submitting a signed submission, certify that the accompanying submission is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Texas or United States law.

- [CITY OF EDINBURG NONCOLLUSI...](#)

Non-Collusion_Affidavit.pdf

PLEASE UPLOAD THE CONFLICT OF INTEREST*

CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE

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

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

Conflict_of_Interest_Questionnaire.pdf

IF AWARDED THE 1295 FORM MUST BE PROVIDED.*

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1)

requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

For more information go to the Texas Ethics Commission web page at <https://www.ethics.state.tx.us/filinginfo/1295/>.

Yes

PRICE TABLES

FINANCIAL PROPOSAL

Line Item	Anticipated Quantity In Tons	Recyclable Commodity	Fixed Floor Price (\$ per pound)	Processing Fee (\$ per pound) for cleaning of material)	Payment to CITY Estimated Quantity per pound
Paper, Plastic and Glass					
1	25	Newsprint (ONP)Loose	\$0.02	\$0.00	\$1,000.00
2	221	Old Corrugated Containers (OCC)Loose	\$0.03	\$0.00	\$13,260.00
3	55	Old Corrugated Containers (OCC) Baled	\$0.035	\$0.00	\$3,850.00
4	0	Coated Book Stock (CBS) Loose	\$0.00		
5	163	Mixed Paper Loose	\$0.015	\$0.0	\$4,890.00
6	50	PETE Baled	\$0.00		
7	39	HDPE Baled	\$0.00		
8	0	Plastic, Other	\$0.00		

Line Item	Anticipated Quantity In Tons	Recyclable Commodity	Fixed Floor Price (\$ per pound)	Processing Fee (\$ per pound) for cleaning of material)	Payment to CITY Estimated Quantity per pound
9	90	Glass	\$0.00		
Metals					
10	93	Scrap Metal	\$0.00		
11	10	Tin, Steel, Bi-Metal	\$0.00		
12	6	Used Aluminum Beverage Cans (UBC)	\$0.00		
** FINANCIAL QUOTE WILL BE USED ONLY FOR THE FINANCIAL EVALUATION PORTION OF THE BID; QUANTITIES UTILIZED IN THIS SECTION ARE FOR ILLUSTRATION PURPOSES ONLY. ACTUAL QUANTITIES WILL BE DETERMINED ON A PER EVENT BASIS AND ARE SUBJECT TO THE TERMS OF THE CONTRACT AGREEMENT.					

ATTACHMENT I

PROJECT REQUIREMENTS ACKNOWLEDGEMENT

This is to certify that I, Master Fibers Inc., possess all of the APPLICABLE:

1. Licenses: _____
2. Bonds: Certificate of Liability Insurance
3. Certificates: Certificate of Occupancy / Certificate City of Pharr, Covid 19
4. Permits: Texas Sales and use tax permit / Storm Water
5. Other: Weights and Measures Certificate of Registration.

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation, so that if my company is awarded the bid, I may be eligible to enter a contract with COE and proceed to complete the project in a timely manner.


Authorized Signature

10/28/24
Date

Master Fibers Inc
Company

103 N Veterans Blvd
Address
Pharr, Tx 78577
CITY, State, Zip

ATTACHMENT II

PROPOSER QUALIFICATIONS – GENERAL QUESTIONNAIRE

Name/Name of Agency/Company: Master Fibers Inc
(full, correct legal name)

Address: 103 N Veterans Blvd Pharr Tx 78577

Telephone/Fax: (956) 783 07 74 / (956) 783 92 91

Website address: masterfibers.com Year
established: _____

Provide the number of years in business under present name: 24

Social Security Number or Federal Employer Identification Number: 1-74-2481741-3

Texas Comptroller's Taxpayer Number, if applicable: 1-74-2481741-3

(NOTE: This 11-digit number is sometimes referred to as the Comptroller's TIN or TID.)

DUNS NUMBER: A-252

Business Structure: Check the box that indicates the business structure of the Respondent.

☐ Individual or ☐ Sole Proprietorship if checked, list Assumed Name, if any

☐ Partnership

☒ Corporation If checked, check one: ☒ For-Profit ☐ Nonprofit

Also, check one: ☐ Domestic ☐ Foreign

☐ Other If checked, list business

structure: _____ Printed Name of Contract

Signatory: _____

Job Title: _____

Provide any other names under which Respondent has operated within the last 10 years and length of time under each: _____

Provide address of office from which this project would be managed:

City: Pharr State: TX Zip code: 78577

Telephone No. (956) 783 07 74 FaxNo: (956) 783 92 91

Annual Revenue: \$ _____

Total Number of Employees: 14

Total Number of Current Clients/Customers: _____

Briefly describe other lines of business that the company is directly or indirectly affiliated with:

ListRelatedCompanies:

2. Contact Information: List the one person who the City may contact concerning your proposal or setting dates for meetings.

Name: Manuel Arredondo Title: Plant Manager

Address: 103 N Veterans Blvd

City: Pharr State: Tx ZipCode: 78577

TelephoneNo. (956) 227 46 31 FaxNo: _____

Email: marredondo@masterfibers.com

3. Does Respondent anticipate any mergers, transfer of organization ownership, management reorganization, or departure of key personnel within the next twelve (12) months?

Yes ___ No X

4. Is Respondent authorized and/or licensed to do business in Texas?

Yes X No ___ If "Yes", list authorizations licenses. Texas Sales and Use tax permit.

5. Where is the Respondent's corporate headquarters located?

El Paso Tx

6. Local/County Operation: Does the Respondent have an office located in San Antonio, Texas?

Yes ___ No X If "Yes", respond to a and b below:

a. How long has the Respondent conducted business from its San Antonio office? Years _____
Months _____

b. State the number of full-time employees at the San Antonio office.

If "No", indicate if Respondent has an office located within Bexar County, Texas: Yes ___ No X

If "Yes", respond to c and d below: c. How long has the Respondent conducted business from its Bexar County office? Years _____ Months _____ d. State the number of full-time employees at the Bexar County office. _____

7. Debarment/Suspension Information: Has the Respondent or any of its principals been debarred or suspended from contracting with any public entity?

Yes ___ No X If "Yes", identify the public entity and the name and current phone number of a representative of the public entity familiar with the debarment or suspension, and state the reason for or

circumstances surrounding the debarment or suspension, including but not limited to the period of time for such debarment or suspension. _____

8. Surety Information: Has the Respondent ever had a bond or surety canceled or forfeited?

Yes ___ No ☒ If "Yes", state the name of the bonding company, date, amount of bond and reason for such cancellation or forfeiture.

9. Bankruptcy Information: Has the Respondent 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. Disciplinary Action: Has the Respondent ever received any disciplinary action, or any pending disciplinary action, from any regulatory bodies or professional organizations? If "Yes", state the name of the regulatory body or professional organization, date and reason for disciplinary or impending disciplinary action.

NO

11. Previous Contracts: a. Has the Respondent ever failed to complete any contract awarded?

Yes ___ No ☒ If "Yes", state the name of the organization contracted with, services contracted, date, contract amount and reason for failing to complete the contract.

b. Has any officer or partner proposed for this assignment ever been an officer or partner of some other organization that failed to complete a contract? Yes ___ No ☒ If "Yes", state the name of the individual, organization contracted with, services contracted, date, contract amount and reason for failing to complete the contract.

c. Has any officer or partner proposed for this assignment ever failed to complete a contract handled in his or her own name? Yes ___ No ☒ If "Yes", state the name of the individual, organization contracted

with, services contracted, date, contract amount and reason for failing to complete the contract.

12. **References:** Provide three (3) references that Respondent has provided services to within the past three (3) years. The contact person named should be familiar with the day-to-day management of the Respondent and be willing to respond to questions regarding the type, level, and quality of service provided.

Reference No. 1:

Firm/Company Name City Mcallen Recycling Center
Contact Person: Lety Cordoba Title: Administrative Supervisor.
Address: 4101 N Bentsen Rd
City: Mcallen State: TX Zip Code: 78504
Email: lcordova@mcallen.net
Phone: (956) 681 4050
Date and Type of Service(s) Provided: buy recycle materials.

Reference No. 2:

Firm/Company Name Pharr Public Works
Contact Person: Irma Diaz Title: Environmental Supvr.
Address: 1015 E Ferguson Ave
City: Pharr State: Tx Zip Code: 78577
Email: irma.diaz@pharr-tx.gov
Phone: (956) 402 4330 Ext 2316
Date and Type of Service(s) Provided: buy Recycle Materials

Reference No. 3

Firm/Company Name City of San Juan Recycling Department
Contact Person: Angelica de la Cerda Title: Environmental Specialist
Address: 301 W Hall Acres Rd
City: San Juan State: TX Zip Code: 78589

Email: a delocerca@sjtx.us

Phone: (956) 223 23 46

Date and Type of Service(s) Provided: buy Recycle Materials.

ATTACHMENT III

SIGNATURE PAGE

You must sign below in INK; failure to sign WILL disqualify the offer. All prices must be typewritten or written in ink.

Company Name: Master Fibers Inc

Company Address: 103 N Veterana Blvd

City, State, Zip Code: Phorr, TX 78577

Historically Underutilized Business (State of Texas) Certification VID Number: _____

Telephone No. (956) 783 07 74 Fax No. (956) 783 92 91

e-mail marredondo@masterfibers.com

Print Name: Manuel Arredondo Signature: 

By signing the attachment and/or the proposal, the proposer certifies compliance with the signature authority required in accordance with state and/or local law. The person signing the proposal must be:

A current corporate officer, partnership member, or other individual specifically authorized to submit a proposal as reflected in the appropriate records on file with the City Secretary's Office; or an individual authorized to bind the company as reflected by a corporate resolution, certificate or affidavit; or other documents indicating authority which are acceptable to the COE.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/01/2024

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 Elemental Risk Management, LLC 11024 Montgomery Blvd., NE Albuquerque NM 87111	CONTACT NAME: Kaitlyn Kirby PHONE (A/C, No. Ext): (505) 933-6511 E-MAIL ADDRESS: service@erm-ins.com FAX (A/C, No): (505) 404-6259														
INSURED Master Fibers, Inc. 1710 E Paisano El Paso TX 79901	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A: Texas Mutual Insurance Company</td><td>22945</td></tr><tr><td>INSURER B: The Ohio Casualty Insurance Co</td><td>24074</td></tr><tr><td>INSURER C: Ohio Security Insurance Compan</td><td>24082</td></tr><tr><td>INSURER D: Aspen Specialty Insurance Comp</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Texas Mutual Insurance Company	22945	INSURER B: The Ohio Casualty Insurance Co	24074	INSURER C: Ohio Security Insurance Compan	24082	INSURER D: Aspen Specialty Insurance Comp		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: Texas Mutual Insurance Company	22945														
INSURER B: The Ohio Casualty Insurance Co	24074														
INSURER C: Ohio Security Insurance Compan	24082														
INSURER D: Aspen Specialty Insurance Comp															
INSURER E:															
INSURER F:															

COVERAGES ST CERTIFICATE NUMBER: Cert ID 6411 (10) 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
C	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y	Y	BKS59293374	01/31/2024	01/31/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 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 Empl Benefits Liab \$ 1,000,000
C	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☒ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY ☒ Physical Damage	Y	Y	BAS59293374	01/31/2024	01/31/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Comp. & Coll. \$ 2,500
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000			US059293374	01/31/2024	01/31/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 5,000,000 \$
A	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐	Y	0002008050	01/31/2024	01/31/2025	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Workers Compensation			0097457.108	01/31/2024	01/31/2025	E.L. Each Accident \$ 1,000,000
A	Workers Compensation			0097457.108	01/31/2024	01/31/2025	E.L. Disease- EA Employee \$ 1,000,000

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

City of Edinburg is included as an additional insured on General Liability and Automobile Liability policies. Waiver of Subrogation applies to General Liability, Automobile Liability and Workers' Compensation policies.

CERTIFICATE HOLDER

CANCELLATION

City of Edinburg P.O. Box 1079 Edinburg, TX 78540	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.

DATE (MM/DD/YYYY)
02/01/2024

PRODUCER Elemental Risk Management, LLC 11024 Montgomery Blvd., NE Albuquerque NM 87111		INSURED Master Fibers, Inc. 1710 E Paisano El Paso TX 79901
CONTACT NAME: Kaitlyn Kirby	PHONE (A/C, No, Ext): (505) 933-6511	PHONE (A/C, No, Ext):

REVISION NUMBER:

[illegible]

COMPANY PROVIDING PROPOSAL GENERAL QUESTIONNAIRE

- 1 Name/Name of Agency/Company: Master Fibers Inc
(Full, correct legal name)
- Address: 103 N Veterans Blvd Pharr TX 78577
- Telephone/Fax: (956) 783 07 74
- Email address: marredondo@masterfibers.com
2. Does your Company anticipate any mergers, transfer of organization ownership, management reorganization, or departure of key personnel within the next twelve (12) months that may affect the organization's ability to carry out its submittal?
Yes ___ No X
3. Is your Company authorized and/or licensed to do business in Texas? Yes X No ___
4. Where is the Company's corporate headquarters located? El Paso Tx
5. a. Does the Company have an office located in Edinburg, Texas? Yes ___ No X
- b. If the answer to the previous question is "yes", how long has the Company conducted business from its Edinburg office? ___ (years) ___ (months)
- c. State the number of full-time employees at the Edinburg office. _____
6. Has the Company or any of its principals been debarred or suspended from contracting with any public entity?
Yes ___ No X
- If yes, identify the public entity and the name and current phone number of a representative of the public entity familiar with the debarment or suspension, and state the reason for or circumstances surrounding the debarment or suspension, including but not limited to the period of time for such debarment or suspension. _____
7. Indicate person whom The CITY may contact concerning your submittal.
- Name: Manuel Arredondo
- Address: 103 N Veterans Blvd Pharr Tx 78577
- Telephone: (956) 227 46 31
- Fax: _____
- Email: marredondo@masterfibers.com
8. Surety Information
- Have you or the Company ever had a bond or surety instrument "called," canceled, or forfeited?
Yes () No X
- If yes, state the name of the bonding company, date, amount of bond and reason for such bond being "called," or its cancellation or forfeiture. _____

9. Bankruptcy Information

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

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.

The same

LITIGATION DISCLOSURE FORM

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

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

Circle One

YES

NO

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

Circle One

YES

NO

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

Circle One

YES

NO

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

CONFLICT OF INTEREST DISCLOSURE

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

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

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

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

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

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

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

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

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

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

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

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

Certification:

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

☒ I have no conflict of interest to disclose

☐ I have the following conflict of interest to disclose:

Date:

10/28/24

Printed Name and Title:

Manuel Arredondo
Plant Manager

Company/Vendor Name:

Master Fibers Inc

Authorized Signatory:

[Signature]

SENATE BILL 13 VERIFICATION

I, Manuel Arredondo, the undersigned representative of
Master Fibers Inc, (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:

Manuel Arredondo / Plant Manager

TYPE/PRINT NAME AND TITLE:

10/28/24

DATE:

HOUSE BILL 89 VERIFICATION

I, Manuel Arredondo, the undersigned representative of
Master Fibers Inc, (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:

Manuel Arredondo / Plant Manager

TYPE/PRINT NAME AND TITLE:

10/28/24

DATE:

SENATE BILL 19 VERIFICATION

I, Manuel Arredondo, the undersigned representative of
Master Fibers Inc., (Company or Business name) (hereafter referred
to as company) being an adult over the age of eighteen (18) years of age, verify that the company named-above,
under the provisions of Subtitle F, Title 10, Government Code Chapter 2274:

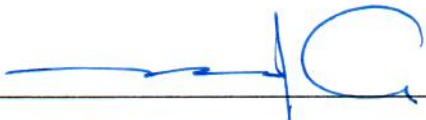
- (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and,
- (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association.

Pursuant to Section 2274.001, Texas Government Code:

- 1) "Ammunition" means a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile.
- 2) "Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or associations that exists to make a profit. The term does not include a sole proprietorship.
- 3) "Discriminate against a firearm entity or firearm trade association":
 - a) means, with respect to the entity or association, to:
 - i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association;
 - ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or
 - iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; and
 - b) does not include:
 - (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and
 - (ii) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship:
 - (aa) to comply with federal, state, or local law, policy, or 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:

Manuel Arredondo / Plant Manager

TYPE/PRINT NAME AND TITLE:

10/28/24

DATE:

CITY OF EDINBURG

NONCOLLUSION AFFIDAVIT

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF TEXAS

COUNTY OF HIDALGO

Luis Manuel Arredondo, being first duly sworn, deposes and says that: (Name)

(1) He is President of MASTER FIBERS, the Bidder that has submitted the attached Bid; (Company)

(2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not a collusive or sham Bid.

(4) Neither said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed directly or indirectly with another Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix an overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the **CITY OF EDINBURG**, or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including affiant.

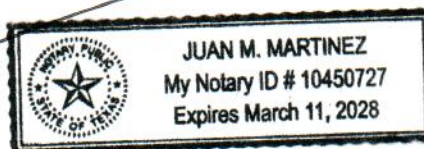
Sign

Title

Subscribed and sworn to me this 5th day of November 2024.

By: Luis Manuel Arredondo

Notary Public



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.

Manuel Arredondo / Master Fibers Inc

2 ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes

☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes

☐ No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Signature of vendor doing business with the governmental entity

10/28/24

Date

STATE OF TEXAS	§	AGREEMENT BETWEEN THE
COUNTY OF HIDALGO	§	CITY OF EDINBURG AND
CITY OF EDINBURG	§	MASTER FIBERS, INC. FOR THE
		PROCESSING, MARKETING,
		AND SALE OF RECYCLABLE
		MATERIALS AND METALS

The City of Edinburg, Hidalgo County, Texas, a municipal corporation, (hereinafter “**City**”) and Master Fibers, Inc. (hereinafter “**Vendor**”), are the parties to this Agreement.

RECITALS

WHEREAS, the City desired to engage a vendor for the Processing, Marketing, and Sale of Recyclable Materials and Metals pursuant to Request for Bid # 2024-21 and Vendor submitted a bid in response to City’s request for certain services and to provide all labor, materials and equipment necessary to perform work as described in the attached Exhibit A, and

WHEREAS, Vendor has indicated they have the professional knowledge, skill, ability, equipment, and personnel to properly provide services needed by the City; and

WHEREAS, City desires to engage Vendor to render services in connection therewith:

NOW, THEREFORE, City and Vendor do mutually agree as follows:

SECTION I **EMPLOYMENT OF VENDOR**

A. City agrees to employ Vendor to furnish and provide services, labor, materials, and equipment (“Services”) as stated in this agreement and **Exhibit “A”**. Upon receipt of Services to the City’s satisfaction, the Vendor agrees to pay the City as stated in this Agreement.

SECTION II **SERVICES OF VENDOR**

A. The Vendor shall, in the scope of his work, perform the Services identified in **Exhibit “A”** of this document. City shall provide Vendor with authorization to proceed, after execution of this Agreement.

B. Nothing contained in this Agreement is intended by the parties to create a partnership or joint venture between the parties, and any implication to the contrary is hereby expressly disavowed. It is understood and agreed that this Agreement does not create a joint enterprise, nor does it appoint either party as an agent of the other for any

purpose whatsoever. Except as otherwise specifically provided herein, neither party shall in any way assume any of the liability of the other for acts of the other or obligations of the other.

SECTION III **RESPONSIBILITY OF THE CITY**

- A. City will facilitate Vendor's work with the following tasks:
1. Provide Vendor with its requirements for the Services.
 2. Assist Vendor by providing information reasonably available to the City and pertinent to the Services.
 3. Facilitate access to and make provisions for Vendor to enter upon public property as reasonably required for Vendor to perform its Services.
 4. Examine all reports, sketches, estimates, drawings, proposals, and other documents presented by Vendor and render in writing decisions pertaining thereto within a reasonable time so as not to delay the Services of the Vendor.
 5. Give prompt written notice to Vendor whenever City observes or otherwise becomes aware of any defect in Services.
 6. City's representative with respect to interpretation and implementation of the Services and this Agreement will be the City Manager or such other representative that the City may appoint by written notice to Vendor with whom Vendor will communicate regarding all matters pertaining to this Agreement. Said representative will make all arrangements for consultation by Vendor with employees or designees of City. In addition, said representative shall have authority and responsibility to define and agree upon the scope and specification of the Services, require and receive reports regarding the progress of the Services, and terminate the performance of the Services or any phase thereof in accordance with the provisions of this Agreement.

SECTION IV **RESPONSIBILITIES OF VENDOR**

- A. Vendor shall perform the Services described in **Exhibits "A"**.
- B. Vendor shall perform its Services (including the furnishing of labor, materials, and equipment) with care, skill, and diligence, in accordance with the applicable professional standards currently recognized by its profession, and shall be responsible for the professional quality, technical accuracy, completeness, and coordination of all reports, plans, information, and other items and Services furnished under this Agreement. Vendor shall comply with all applicable federal, state, and local laws, ordinances, codes, and regulations in performing the Services. If Vendor fails to meet applicable professional

standards, Vendor shall without additional compensation correct or revise any errors or deficiencies, with or without request to do so by the City.

C. Vendor shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of Services furnished by Vendor under this Agreement. Vendor shall keep the City informed of the Services performed under this Agreement. In connection with the performance of the Services by Vendor, Vendor agrees to promptly and fully disclose to City any information regarding the Services as City may request.

D. Vendor will develop and maintain a detailed schedule for completion of the Services. The schedule will be a work plan showing activities to be performed and their sequence; and, in addition, activities will contain duration, manpower required, and estimated cost. A preliminary schedule shall be submitted to the City within ten (10) days after execution of this Agreement for review and establishment of the level of detail to be included.

E. Vendor shall prepare a monthly report that lists total tonnages for each material received, including details for each load (ticket number, date of delivery, and weight of material delivered). The report shall be submitted to the City by the 15th of each month. If requested by the City, schedule update meetings will be held to discuss the results of schedule analysis and necessary action to meet the requirements of the schedule.

F. Vendor shall perform Services necessary to accomplish the work specified in this Agreement, in accordance with this Agreement.

G. City's review or approval of reports, and other services furnished hereunder shall not in any way relieve Vendor of responsibility for the technical adequacy of the work. Neither City's review, approval, or acceptance of, nor payment for any of the Services shall be construed as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

H. Vendor shall be and shall remain liable, in accordance with applicable law, for all damages to City caused by Vendor's negligent performance of any of the Services furnished under this Agreement. Vendor shall not be responsible for any time-delays in the project caused by circumstances beyond Vendor's control.

I. Vendor's obligations under this clause are in addition to the Vendor's other expressed or implied obligations under this Agreement or state law and in no way diminish any other rights that City may have against Vendor for Vendor's errors or omissions.

J. All reports, drawings, plans, and other documentation pertaining to the Services become the property of City.

SECTION V

PAYMENT AND FEES

Vendor agrees to pay City for Services being contracted herein as follows:

A. Vendor agrees to pay City, for service herein contracted pursuant to the unit prices listed in Exhibit "A". Monthly reports of the previous month's activities will be due to the City by the last day of each month. Annual reports will be due by October 31st following the City's completed fiscal year (October 1st- September 30th).

B. Vendor shall submit all reports/invoices to City in the manner specified herein. Except as specifically authorized by City in writing.

C. Vendor shall provide a report/invoice in accordance with City regulations. Payment terms shall be net thirty (30) days from receipt of invoice.

SECTION VI

TERM OF AGREEMENT

A. Except as provided below, this Agreement, and the Services to be performed under it, shall commence on the date this Agreement is executed by both parties, and shall continue thereafter through and the earlier of (i) six months from the date of execution or (ii) until the Services are declared complete in a written instrument signed by the City Manager.

B. City may terminate this Agreement upon giving 10 days' prior written notice thereof to Vendor. In addition, City shall have the right, upon written notice, to cancel this Agreement immediately if, in the City's sole judgment, the Services rendered by Vendor breach or violate any of the provisions of this Agreement.

C. Upon termination or completion of this Agreement, City shall have no liability to Vendor except for charges for Services performed by Vendor and accepted by the City prior to receipt of notice of termination or cancellation. The terms and conditions in this Agreement that by their sense and context are intended to survive the performance hereof by either or both parties hereunder shall so survive the termination, cancellation, or completion of performance of this Agreement.

D. Upon termination or completion of Vendor's Services hereunder or at such other time as may be requested by City, Vendor shall return to City within seven (7) days of termination, completion, or request all documents, records, notebooks, including copies thereof, whether prepared by Vendor or others, in Vendor's possession and related to the Services.

E. The City reserves the right to suspend work on the Services, with or without cause, in whole or in part, upon giving notice to Vendor. Vendor shall resume the Services

so suspended when directed to do so by the City. The City shall have no liability to Vendor except for charges for Services performed by Vendor and accepted by the City prior to receipt of notice of suspension of Services. If only a portion of the Services are suspended, Vendor shall be compensated only for Services of which are not suspended and are actually performed during such suspension.

F. Upon termination of this Agreement or suspension of Services under this Section, the City may take over the work and may obtain the services of another entity to complete the work under this Agreement.

SECTION VII

MINIMUM INSURANCE REQUIREMENTS

Vendor shall be adequately insured and carry liability, workers compensation, automobile insurance and professional liability for injury to its employees and others incurring loss or injury as a result of the acts of Vendor or its employees. In accordance with City ordinances, Vendor shall be required to hold the following minimum insurance coverage throughout the duration of this agreement:

- A. Workers Compensation
In accordance with State statute.
- B. Comprehensive General Liability
 - 1. Bodily Injury
 - \$250,000 each person
 - \$500,000 each occurrence
 - 2. Property Damage
 - \$100,000 each occurrence
 - \$100,000 each aggregate

or \$500,000 combined single limits
- C. Comprehensive Auto Liability
 - 1. Bodily Injury
 - \$100,000 each person
 - \$500,000 each occurrence
 - 2. Property Damage
 - \$100,000 each occurrence
 - \$100,000 aggregate

or \$500,000 combined single limits
- D. City's Protective Liability
 - 1. Bodily Injury
 - \$250,000 each person

\$500,000 each occurrence

2. Property Damage

\$100,000 each occurrence

\$100,000 each aggregate

or \$500,000 combined single limits

E. Professional Liability

1. Professional

\$1,000,000 per claim and in the aggregate

F. Evidence of the above insurance coverage is attached as Exhibit "B" and the City of Edinburg shall be listed as an additional insured.

G. If at any time and for any reason Vendor fails to provide, maintain, keep in force and effect, or deliver to the City proof of, any of the insurance required and such failure continues for ten (10) days after Notice thereof from City to Vendor, City may, but shall have no obligation to, procure single interest insurance for such risks covering City (or, if no more expensive, the insurance required by this Agreement), and Vendor shall, within ten (10) days following City's demand and Notice, pay and reimburse City therefor with interest at Prime Rate plus 2%, the Prime Rate being that in place on the date of Notice, from the date of payment by the City until repayment of City in full by Vendor.

H. With respect to each and every one of the insurance policies required to be obtained, kept, or maintained under the terms of this Agreement, on or before the date on which each such policy is required to be first obtained and at least fifteen (15) days before the expiration of any policy required hereunder previously obtained, Vendor shall deliver evidence reasonably acceptable to City showing that such insurance is in full force and effect.

I. Vendor hereby agrees as follows:

1. To punctually pay or cause to be paid all premiums and other sums payable under each insurance policy required to be obtained, kept, and maintained pursuant to this Agreement;

2. To maintain in full force and effect the policies required to be carried to the extent so required to be carried pursuant to the terms hereof;

3. To ensure that all Casualty Proceeds are paid to the Party entitled to receive same;

4. Not, at any time, to take any action (or omit to take action) which action (or omission) would cause any insurance policies required to be obtained, kept,

and maintained under this Agreement to become void, voidable, unenforceable, suspended, or impaired in whole or in part or which would otherwise cause any sum paid out under any such insurance policy to become repayable in whole or in part; and

5. Promptly deliver Notice to City of any facts or circumstances of which it is aware which, if not disclosed to its insurers or re-insurers, is likely to affect adversely the nature or extent of the coverage to be provided under any insurance policy required hereunder.

SECTION VIII

ALTERNATE DISPUTE RESOLUTION/NEUTRAL PARTY

A. If any dispute, controversy, or claim between or among the Parties arises under this Agreement or is related in any way to this Agreement or the relationship of the Parties hereunder (a "Dispute"), the Parties shall first attempt in good faith to settle and resolve such Dispute by meeting at a mutually agreeable time and place to discuss the Dispute within seven (7) days following the original written notice of any Dispute by the party making such a claim. The Parties shall seek to resolve the Dispute in writing within fourteen (14) days following the original written notice of any Dispute by the party making such a claim.

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

SECTION IX

CONTROLLING LAW, MANDATORY VENUE, AND FEES AND EXPENSES

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

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

SECTION X

INDEMNIFICATION

A. To the maximum extent allowed by law, Vendor agrees to and shall indemnify, hold harmless, and defend City, its officers, agents, and employees from any and all claims, losses, causes of action and damages, suits and liability of every kind, including all expenses of litigation, court costs, and attorney's fees arising out of or directly connected with the negligent or willful conduct of Vendor, its agents, officers and employees.

B. Vendor agrees to assist City in defense of claims or litigation brought against the City related to this project, including but not limited to providing written witness statements, documents, and witness testimony upon demand.

SECTION XI

LIMITATION OF LIABILITY

A. Vendor agrees to limit the City's liability arising from City's acts, errors, or omissions such that the total liability of City shall not exceed Vendor's total fees paid by the City to Vendor for the Services rendered pursuant to the Task Order which is the subject matter of the claim. Vendor agrees that City will not be liable for any indirect, incidental, special, or consequential punitive or multiple damages, including without limitation any damages resulting from loss of use, loss of business, loss of revenue, loss of profits, or loss of data, arising in connection with this Agreement, Vendor's performance of Services, or of any other obligations relating to this Agreement, even if City has been advised of the possibility of such damages. The foregoing limitation of liability shall apply to the maximum extent allowed by law for limitation of City's liability, regardless of the cause of action under which such damages are sought.

SECTION XII

AGREEMENT CONSTRUCTION

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

SECTION XIII

NO PENDING LITIGATION

A. Vendor represents that there is no action, proceeding, inquiry, or investigation, at law or in equity, before any court, arbitrator, governmental or other board

or official, pending to the best knowledge of Vendor threatened against or affecting the Vendor or any subsidiaries of the Vendor, questioning the validity or any action taken or to be taken by the Vendor in connection with the execution, delivery, and performance by the Vendor of this Agreement to which the Vendor may be a party or seeking to prohibit, restrain, or enjoin the execution, delivery, or performance by the Vendor hereof or thereof, where in an unfavorable decision, ruling, or finding (i) would adversely effect the validity or enforceability of, or the authority or ability of the Vendor to perform, its obligations under this Agreement to which the Vendor may be party or (ii) would have an adverse effect on the consolidated financial condition or results of operations of the Vendor or on the ability of the Vendor to conduct its business as presently conducted or as proposed or contemplated to be conducted.

SECTION XIV **SEVERABILITY**

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

SECTION XV **NOTICE**

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

(a) Notices to the City:

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

With a copy to:

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

(b) Notices to Vendor:

Master Fibers, Inc.
103 N Veterans Blvd
Pharr, TX 78577

Attn.: Manuel Arredondo

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

SECTION XVI

NON-APPROPRIATIONS

A. Notwithstanding anything in the Agreement to the contrary, any and all payments which the City is required to make under this Agreement shall be subject to annual appropriation or other availability of funds, as certified by the Director of Finance.

B. If the City cannot appropriate sufficient funding, then either party has the right to terminate the Agreement by providing ten (10) days' written notice to the other party.

SECTION XVII

SUCCESSORS AND ASSIGNS

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

SECTION XIX

CONFLICT OF TERMS

If any of the terms of this Agreement conflict in any respect with any of the terms of the attached Exhibits or any current or future Task Orders (including exhibits), the terms of this Agreement shall be controlling.

SECTION XX

NO WAIVERS OR ACCORD AND SATISFACTION

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

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

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

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

EXECUTED by the parties in triplicate originals on this ____ day of _____, 2025.

CITY OF EDINBURG:

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

ATTEST:

BY: _____
Clarice Balderas, City Secretary

APPROVED AS TO FORM:

BY: _____
Josephine Ramirez Solis, City Attorney

MASTER FIBERS, INC.

BY: _____
Manuel Arredondo
103 N Veterans Blvd
Pharr, TX 78577
Phone: 956-227-4631
Email: marredondo@masterfibers.com

Attachments: Exhibit "A" Bid 2025-21 Notice to Bidders and Bid Form
Exhibit "B" Insurance

Bidders List	
lmarquez88@verizon.net	rob@birchplastics.com
debbiegarc20@gmail.com	ferrousfbt@fortunegroup.net
blake@3hcontractors.com	marredondo@masterfibers.com
asaathoff@wjconstructors.com	maudehoyos@gmail.com
chris@a2zshredding.com	admin@generalpaperinc.com
Dwain@aarinc.net	ecorecrgv@gmail.com
info@acrosys.com	honorio.villarreal@hotmail.com
sales@ada-gps.com	pazosacerosymetales394@gmail.com
kristy@advreftech.com	alamorgvparts@aol.com
j.hauenstein@advantagegloballogistics.com	ben@g3scrapmetal.com
bids@advantagesupply.us	oldshine.metals@outlook.com
sandra@nolansonline.com	rubym_gonzlaez@yahoo.com
mark@ahiindustrial.com	ray_wilkinson52@hotmail.com
bsmallling@airandwasteengineering.com	david@rdatechnologies.com
greg@alamocityconstructors.com	readyres@outlook.com
Sales@alcyonglobal.com	reddirt ditching@gmail.com
Jputhen@alertitsolutions.com	cmitchum@RedEagleTexas.onmicrosoft.com
NATHAN@ALLABOUTCONCRETELLC.NET	Joel@bcsaustin.com
tim@altr-binc.com	CGandy@republicservices.com
amomwins@gmail.com	rescueair@att.net
accounting2@apfelbaumind.com	bparker@ridge-lineelectric.com
alex.mebrahtu@aptim.com	rharperjr@riomarineinc.com
shannon@arclightelectric.net	tstone@rogue-enviro.net
melissag@arsgem.com	admin@rtsolutionsgrp.com
OFFICEATXCO@GMAIL.COM	ashaver@ruralpipe.com
karenowens.axe@outlook.com	trevor@rxtxpro.com
michael@axis-gc.com	kendrick.harrison@safety-kleen.com
nosorio@azteca-omega.com	dsalas@salasconstructionmgm.com
partnerships@balconesresources.com	agollinger@indcom.net
jimc@basscomputers.com	ed@seabreeze-culvert.com
dennis.norris@batteriesplus.net	kathryn@secureonsiteshredding.com
chrystal.beasley@beaspireenviro.com	clean@selectmodelservices.com
Christine@bencor-llc.com	ssci@sscienvironmental.com
pgaffield@acsupplytexas.com	DLy@SHElectronics.com
bccp@hctc.net	sietelandandconcrete@gmail.com
bonniesol@borderdemo-enviro.com	sales_inquiries@signaturescience.com
ashley@breezydayllc.com	chris@solodesignbuild.com
jpetty@broadbentinc.com	sales@supplytexas.com
callen@fileproservices.com	brandi@southpostrecycling.com
cathy.cksalesandservices@gmail.com	johnm@stlb.net
torr@cactusenviro.com	teresag@southernsourcings.com

jrahardjo@canamwireless.com	s.litherland@sqenv.com
seery@capital-tx.com	erikmarquesen@sunrise-texas.com
National@cdcsllc.net	ngrace@trgracecompany.com
jarmarwalaym@cdmsmith.com	athomas@reliabletiredisposal.com
djohnson@centricbridge.com	frankm@tabezaholdings.com
gustavo.farell@cesar-scott.com	jlincoln@talonlpe.com
mike.1@clarksonitsecuritysolutions.net	roconnor@taslp.com
office@clevelandasphaltproducts.com	david@tbkenvironmental.com
Coast2Coastventures@usa.com	alex@tejasdestructors.com
colbycontracts@gmail.com	klward@terracon.com
info@compucycle.com	Kaitelyn.Miller@tetrattech.com
alecf@cecienvironmental.com	tcwronsch@hotmail.com
admin@coreprojectsgroup.com	txpatcont@gmail.com
janna@dssconstruction.com	cass@TheButlerEnterprises.com
dipechola@yahoo.com	alfonsa@queenreadymix.com
candace.miles@diversesolutionsgroup.org	NATHAN@TKABO.COM
dallphin@sbcglobal.net	UnitedMaterialOrders@gmail.com
m.bullard@docshredders.com	catanmo@bakken-er.com
cmbl@earthsys.net	acristiani@tradingheritage.com
rick.baker@erg.com	info@trashonomicsllc.com
echolsenvironmental@gmail.com	TRIRECYCLE@AOL.COM
annaprabha@gmail.com	chris@trystingresources.com
eliteservicessouthwest@gmail.com	ksmith@twistedtechit.com
jared@embassyrms.com	jbauer@teamues.com
ENCON.admin@ENCONINTERNATIONAL.COM	Oscaroe3@ufitx.org
aperez@enelectric.com	jeffrey.roth@usecology.com
jessica.long@e-ht.com	utwtire@gmail.com
dbowden@ensolum.com	jaime@valleytirerecycling.com
jsullivan@ensourcecorp.com	info@v-teches.com
michael.zhang@enviioneerconsulting.com	ssamdnl@aol.com
agilbreath@envirolistics.com	Cuatro@warriortechnologies.net
admin@ernasands.com	Jeffrey.Fields@WasteConnections.com
katy@falkenbergconstruction.com	rlosa@wm.com
cgarza@featherandmane.com	rye.dugosh@whitecap.com
thenderson@frontierwaste.com	rhalverson@wes-hou.com
hector@fusionwaste.com	Owner@zonemagic.biz
service@gnhwaste.com	kris@neptunesupply.net
t.nix@gaincoinc.com	sandra@nolansonline.com
joekappil@gammaservices.com	rhamburg@nordstargroup.com
striplett@garner-es.com	rmccall@spauldingdecon.com
s.green@geostrata.com	clint@nppc.biz
michael.lane@ghd.com	jevins@2officialwater.com

bids@globelectric.com	mnavarro@otcorp.com
david@gogeostat.com	owenscgtx@gmail.com
bettyjetawo@goldenpstx.com	krista@paramountwastewater.com
mwinn@goodwillsa.org	sean.tenney@parsons.com
Googallionaires@yahoo.com	nelsonf@phoenixpollution.com
Vbelmore@greenplanetinc.com	Devon.Sankar@Pivotallnd.com
anuar@greenteksolutionsllc.com	scott@keepsupply.com
robert.conway@gsdcompanies.com	pasion6476@yahoo.com
info@heagg.com	estimating@pcg-tx.com
urias_jacob80@yahoo.com	acameron@protectusa.net
mary@houstonchemsafe.com	akcameron@protectusa.net
sameer@dumpstercrushr.com	hildaq@qnadiversified.com
izzy@efurb.com	b.benford@qeci.com
dlamar@ikonenviro.com	jarmstrong@rkci.com
cargo602@gmail.com	lmscontractors89@gmail.com
Jessilyn.edwards@gmail.com	richard@lonestarihazmat.com
rdandersonus@windstream.net	longoriamasonryinc@gmail.com
suzanne@ktb.org	smoore@mainstreetinc.net
kenyooi@kentzy.com	maya@hawthornestaffing.com
info@knewfacilitiesolutions.com	pam@mccaffetyelectric.com
BRYNNE.GUTIERREZ@TALLENTROOFING.COM	gary@mid-texcon.com
Info@LaineEnviro.com	maklogistics0@gmail.com
c.lacombe@lamarcontractors.com	ydiaz@miradorenterprises.com
info@landmarkconsultingllc.net	wade.davis@mooresupply.com
mwilliams@legaceeenvironmental.com	hanks@mo-vac.com
dbillings@nemahaenviro.com	



CITY OF EDINBURG - CITY COUNCIL

Meeting Date: January 21, 2025

CONSENT AGENDA

Agenda Item No: 12.C.

Hanson Professional Services, Inc.

1. Agenda Item:

Consider Authorizing the City Manager to Enter Into an Agreement with Hanson Professional Services, Inc. Based on RFQ No. 2021-001, in the Amount of \$395,000.00 for FY 2025 Semi-Annual Compliance Monitoring and Reporting for the Edinburg Regional Sanitary Landfill Facility in Accordance with the Current Operational Permit Obligations and Authorize City Manager to Enter Into Agreements Relating Thereto. [Ramiro L. Gomez, Director of Solid Waste Management]

2. Description:

The agreement encompasses all services necessary to conduct our ground water and gas sampling, analysis and reporting; gas well field sampling and analysis; leachate, Title V, NSPS sampling, analysis, and reporting; surveying; project management; site evaluation, and reporting; along with their submittals to the Texas Commission on Environmental Quality for the City's Type I and IV Landfill Facilities as required under their current permit obligations.

The Agreement further encompasses necessary technical and construction/operational assistance (General Services) to Landfill Personnel. Staff foresees the importance of sustaining continuity in the understanding and application of the operational, technical and environmental requirements of the City's Landfill and its continued development. Therefore, Hanson Professional Services, Inc., who was appointed as the Landfill's Engineer of Record by the Edinburg City Council on March 16, 2021 and is currently providing environmental engineering services to Edinburg's Regional Sanitary Landfill, is being recommended to continue with this project due to their experience, familiarity and expertise with the operation and its permit requirements. The Edinburg Landfill under its current operational permit obligations must submit reporting providing assurance that our operations, construction and landfilling activities are compliant with our current state and federal operating permit obligations ensuring public health and safety. These assurances/reports are required under Title 30 of the Texas Administrative Code, Chapter 330 and its subsequent subchapters and Title V of the Code of Federal Regulations.

If approved, this project is expected to be completed six (6) months upon issuance of purchase order.

Staff has verified that no monies are owed to the City by Hanson Professional Services, Inc.

Funding is available through the FY 2024-2025 Budget under Solid Waste Management Fund, Contractual and Maintenance, Professional Services.

3. Staff's Recommendation:

Approve authorizing the City Manager to Enter into an Agreement with Hanson Professional Services, Inc. Based on RFQ No. 2021-001, in the Amount of \$395,00.00 for FY 2025 Semi-Annual Compliance Monitoring and Reporting for the Edinburg Regional Sanitary Landfill Facility in Accordance with the Current Operational Permit Obligations and Authorize City Manager to Enter Into Agreements Relating Thereto.

Reviewed by:

Ramiro Gomez, Director of Solid Waste Management

Prepared by:

Dalinda Cardenas,
Administrative Specialist

Attachments:

- A. Proposal - FY 2025 Semi-Annual
- B. Agreement - Hanson Professional Services
- C. Master Agreement with Hanson Professional Services

December 19, 2024

Mr. Ramiro L. Gomez, Jr.
Director of Solid Waste Management
City of Edinburg
8601 N. Jasman Road
Edinburg, Texas 78542

Re: Edinburg Regional Disposal Facility
FY 2025 First Semi-Annual Compliance Services Proposal

Dear Mr. Gomez:

Hanson Professional Services Inc. (Hanson) is pleased to provide this proposal to the City of Edinburg for professional services to support the Edinburg Regional Disposal Facility (TCEQ Permit MSW-956C and TCEQ Permit MSW-2302). This scope of services will be for Fiscal Year 2025 first Semi-Annual Compliance Services.

Hanson will provide consulting services in support of the City's compliance with local, state and federal regulations, including TCEQ permits MSW-956C and MSW-2302. These services will include the following:

- Groundwater Monitoring and Reporting Services-MSW-956C and MSW-2302
 - Reporting for December 2024 Semi-Annual Detection /Assessment Monitoring Event for MSW-956C (Statistical Evaluation and Report Preparation for 27 Monitoring Wells within 60 days of the December 2024 Event), Verification Resampling of monitoring wells demonstrating Statistically Significant Increases (SSI's) (estimated 12 wells), and Alternate Source Demonstrations (ASD's) (estimated 12 wells) associated with this event.
 - June 2025 Semi-Annual Groundwater Detection /Assessment Monitoring Sampling Event for MSW-956C (27 Monitoring Wells).
 - June 2025 Annual Groundwater Detection Monitoring Sampling Event for MSW-2302 (7 Monitoring Wells).
- Waste profile reviews. Review of requests for acceptance of special wastes for disposal based on up to sixteen (16) individual waste streams. Each review will identify whether the request can be accepted under the facility's Waste Acceptance Plan, Site Operating Plan, and TCEQ regulations. The review will also identify any required management practices, reporting and record keeping. This item has been estimated as an allowance based on the work effort in prior quarters.
- Meetings with the Solid Waste Management staff. Meetings with the Director or his designated department staff regarding Solid Waste Management operations, infrastructure, regulatory or planning issues. This item includes labor and expense charges for travel to the Edinburg Regional Disposal Facility for two (2) meetings.
- Coordination with other consultants, including scheduling, development of specific task order scopes upon request by the Solid Waste manager, and review of task order

deliverables. This item has been estimated as an allowance based on the work effort in prior quarters.

- Professional opinions and recommendations on permit provisions. When requested by the Solid Waste Management Department, provide professional interpretation, opinions and recommendations regarding requirements of TCEQ permits MSW-956C and MSW-2302, as well as other local, state and federal regulations. This item has been estimated as an allowance based on the work effort in prior quarters.
- TCEQ information requests. Assist the Solid Waste Management Department with responses to TCEQ requests for information or records. This item has been estimated as an allowance based on the work effort in prior quarters.
- Coordination/meetings with TCEQ. Upon request by the Solid Waste Management Department, provide representation for the City at interactions with the TCEQ. Interactions may be at in-person meetings locally or the TCEQ regional or state office locations, via tele-conferencing, email correspondence, or telephone communications. This item includes labor and expense charges for travel to the Edinburg Regional Disposal Facility for one (1) meeting each quarter. It is assumed that additional meetings up to the estimated allowance will be held virtually (Teams, Zoom, etc.)
- Leachate system maintenance coordination. Coordinate vendor services with Landmarc Environmental Systems, LLC (Landmarc) or another qualified subcontractor on a periodic basis to inspect the leachate management system and enable repairs as needed on a timely basis. Invoicing from services provided by Landmarc will be submitted as a subcontract item on Hanson's invoicing to the City.
- Landfill Gas (LFG) verification and reporting. Upon request by the Solid Waste Management Department, perform LFG probe verification sampling and reporting. This item includes labor and expense charges for travel to the Edinburg Regional Disposal Facility for one (1) site visit each quarter.
- Air Permit Compliance Review. Upon request by the Solid Waste Management Department, perform a compliance review of the facility air permit conditions (Air Operating Permit 2841 and Standard Permit 81830) including monitoring procedures, reporting, and potential deviations from permit conditions. A summary report of findings will be prepared upon completion.
- Surveying. Provide surveying services not associated with specific infrastructure projects on an as-needed basis. This item includes labor and expense charges for travel to the Edinburg Regional Disposal Facility for two (2) days of survey crew field time, plus additional office time for a Texas registered professional land surveyor (RPLS) as needed up to the estimated allowance.
- Annual personnel training. Coordinate vendor services with Owens Consulting Group, LLC (Owens) for on-site training of Solid Waste department personnel as needed up to the budgeted amount. Invoicing for services provided by Owens will be submitted as a subcontract item on Hanson's invoicing to the City.

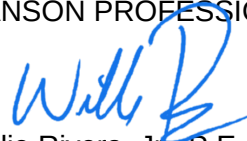
SUMMARY OF FEES

The cost to complete the Scope of Services identified above is estimated to be \$395,000. This work will be performed on a time and materials basis at the unit rates in effect at the time the services are provided. A copy of Hanson's current rate sheet is attached. Rates are subject to adjustment at the beginning of each calendar year.

Please give me a call if you have any questions or if I can provide any additional information.

Sincerely,

HANSON PROFESSIONAL SERVICES INC.



Willie Rivera, Jr., P.E.

Vice President/Senior Project Engineer

2024 Hanson Professional Services Inc.
BASIS OF PAYMENT
CONSULTING SERVICES

The following schedule is for normal design and consulting services provided on an hourly basis.

1. **ENGINEER/SCIENTIST POSITIONS:**

ENGINEER/SCIENTIST I	\$124.00
ENGINEER/SCIENTIST II	\$132.00
ENGINEER/SCIENTIST III	\$142.00
ENGINEER/SCIENTIST IV	\$158.00
ENGINEER/SCIENTIST V	\$182.00
ENGINEER/SCIENTIST VI	\$212.00
ENGINEER/SCIENTIST VII	\$247.00
ENGINEER/SCIENTIST VIII	\$280.00
PRINCIPAL	\$325.00

2. **TECHNICAL POSITIONS:**

AIDE	\$65.00
TECHNICIAN I	\$76.00
TECHNICIAN II	\$86.00
TECHNICIAN III	\$96.00
TECHNICIAN IV	\$116.00
TECHNICIAN V	\$132.00
TECHNICIAN VI	\$147.00
TECHNICIAN VII	\$151.00
MANAGER/DESIGNER	\$169.00

3. **ADMINISTRATIVE:**

ADMINISTRATIVE I	\$75.00
ADMINISTRATIVE II	\$81.00
ADMINISTRATIVE III	\$84.00
ADMINISTRATIVE IV	\$98.00
ADMINISTRATIVE V	\$116.00
ADMINISTRATIVE VI	\$159.00
ADMINISTRATIVE VII	\$199.00

4. Charges for special services, expert testimony, etc., will be negotiated.

5. The above rates cover straight time only. Overtime directed by the client will be surcharged by 25 percent.

6. Charges for outside consultants and contractors will be at invoice cost plus 10 percent.

7. All direct job expenses and materials other than normal office supplies will be charged at cost plus 10 percent.

8. Mileage charges for automobiles will be at the published IRS rate at the time the charges are incurred. Mileage charges for mobile labs or trucks will be at the published IRS rate at the time the charges are incurred plus 30%.

Charges for vehicles that will remain assigned to a specific job will be \$80.00 per day or \$1,500.00 per month for automobiles and SUVs, and \$100.00 per day or \$2,000.00 per month for mobile labs or trucks in lieu of mileage charges.

9. Services will be billed monthly and at the completion of the project. There will be an additional charge of 1 1/2 percent per month compounded monthly on amounts outstanding more than 30 days.

10. Rates are subject to change and will be superseded by a new rate schedule on or about January 1 of each year during the duration of the services agreement.

24 Rev. 1



STATE OF TEXAS	§	AGREEMENT BETWEEN THE CITY OF EDINBURG AND HANSON PROFESSIONAL SERVICES INC. FOR FY 2025 SEMI-ANNUAL COMPLIANCE MONITORING AND REPORTING SERVICES FOR EDINBURG REGIONAL SANITARY LANDFILL
COUNTY OF HIDALGO	§	
CITY OF EDINBURG	§	

The City of Edinburg, Hidalgo County, Texas, a municipal corporation, (hereinafter “City”) and Hanson Professional Services Inc. (hereinafter “Consultant”), are the parties to this Agreement.

RECITALS

WHEREAS, the City of Edinburg desires to engage the Consultant for certain services related to Permit 956C and 2302 for FY 2025 Semi-Annual Compliance Monitoring and Reporting Services for the City of Edinburg Regional Sanitary Landfill Development; and

WHEREAS, the Consultant has the professional knowledge, ability, equipment, and personnel to properly provide services needed by the City; and

WHEREAS, City desires to engage Consultant to render services in connection therewith:

NOW, THEREFORE, City and Consultant do mutually agree as follows:

SECTION I **EMPLOYMENT OF CONSULTANT**

A. City agrees to employ Consultant to furnish and provide the Services as stated in this agreement and **Exhibit “A”**. Upon receipt of Services to the City’s satisfaction, the City agrees to pay Consultant as stated in this Agreement.

SECTION II **SERVICES OF CONSULTANT**

A. The Consultant shall, in the scope of his work, perform the Services identified in **Exhibit “A”** of this document. City shall provide Consultant with authorization to proceed, after execution of this Agreement.

B. Nothing contained in this Agreement is intended by the parties to create a partnership or joint venture between the parties, and any implication to the contrary is hereby expressly disavowed. It is understood and agreed that this Agreement does not create a joint enterprise, nor does it appoint either party as an agent of the other for any purpose whatsoever. Except as otherwise specifically provided herein, neither party shall

in any way assume any of the liability of the other for acts of the other or obligations of the other.

SECTION III **RESPONSIBILITY OF THE CITY**

- A. City will facilitate Consultant's work with the following tasks:
1. Provide Consultant with its requirements for the Services.
 2. Assist Consultant by providing information reasonably available to the City and pertinent to the Services.
 3. Facilitate access to and make provisions for Consultant to enter upon public property as reasonably required for Consultant to perform its Services.
 4. Examine all reports, sketches, estimates, drawings, proposals, and other documents presented by Consultant and render in writing decisions pertaining thereto within a reasonable time so as not to delay the Services of the Consultant.
 5. Give prompt written notice to Consultant whenever City observes or otherwise becomes aware of any defect in Services.
 6. Direct Consultant, if necessary, to provide or to subcontract Additional Services by written authorization.

SECTION IV **RESPONSIBILITIES OF CONSULTANT**

- A. Consultant shall perform the Services described in **Exhibits "A"**.
- B. Consultant shall perform its services with care, skill, and diligence, in accordance with the applicable professional standards currently recognized by its profession, and shall be responsible for the professional quality, technical accuracy, completeness, and coordination of all reports, plans, information, and other items and Services furnished under this Agreement. Consultant shall comply with all applicable federal, state, and local laws, ordinances, codes, and regulations in performing the Services. If Consultant fails to meet applicable professional standards, Consultant shall without additional compensation correct or revise any errors or deficiencies, with or without request to do so by the City.
- C. Consultant shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of Services furnished by Consultant under this Agreement. Consultant shall keep the City informed of the Services performed under this Agreement. In connection with the performance of the Services by Consultant,

Consultant agrees to promptly and fully disclose to City any information regarding the Services as City may request.

D. Consultant will develop and maintain a detailed schedule for completion of the Services. The schedule will be a work plan showing activities to be performed and their sequence; and, in addition, activities will contain duration, manpower required, and estimated cost. A preliminary schedule shall be submitted to the City within ten (10) days after execution of this Agreement for review and establishment of the level of detail to be included.

E. Consultant will submit monthly progress data for the reporting period which will include the percentage complete and actual start date and actual finish date for all activities worked on by the Consultant during the period. Any changes in delivery dates will be reported. Other information, such as actual hours expended, will be furnished monthly, or as requested, by the City. If requested by the City, schedule update meetings will be held to discuss the results of schedule analysis and necessary action to meet the requirements of the schedule.

F. Consultant shall perform Services necessary to accomplish the work specified in this Agreement, in accordance with this Agreement.

G. City's or the State of Texas's review or approval of reports, and other services furnished hereunder shall not in any way relieve Consultant of responsibility for the technical adequacy of the work. Neither City's nor State's review, approval, or acceptance of, nor payment for any of the Services shall be construed as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

H. Consultant shall be and shall remain liable, in accordance with applicable law, for all damages to City to the extent caused by Consultant's negligent performance of any of the Services furnished under this Agreement. Consultant shall not be responsible for any time-delays in the project caused by circumstances beyond Consultant's control.

I. Consultant's obligations under this clause are in addition to the Consultant's other expressed obligations under this Agreement or state law and in no way diminish any other rights that City may have against Consultant for Consultant's errors or omissions.

J. All reports, drawings, plans, and other documentation pertaining to the Services become the property of City. Any reuse without specific written verification or adaptation by Consultant will be at City's sole risk, and without liability to Consultant.

SECTION V

PAYMENT AND FEES

City agrees to pay Consultant for recommendations, reports, design, specifications, and such other services herein contracted for as follows:

A. City hereby agrees to pay invoices submitted monthly on a time and material basis in accordance in an amount not to exceed \$395,000.00 and in accordance with Exhibit A, for services to be performed under this Agreement; any cost savings realized from the performance and completion of the tasks and acceptance by the city, shall revert to the City by the Consultant.

B. Consultant shall submit all invoices to City in the manner specified herein. Except as specifically authorized by City in writing, Consultant shall not bill City for duplicate services performed by more than one person. Consultant and City acknowledge and agree that compensation paid by City to Consultant under this Agreement is based upon Consultant's estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Consultant. Consequently, the parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Consultant and its employees, agents, and subcontractors may be eligible. City therefore has no responsibility for such contributions beyond compensation required under this Agreement.

C. City is entitled to impose a set-off against payment based on any of the following:

a. Claims have been made against City based on Consultant's conduct in the performance or furnishing of Services, or City has incurred costs, losses, or damages resulting from Consultant's conduct in the performance or furnishing of Services, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, and non-compliance with Laws and Regulations;

b. Consultant has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with Services and related work;

c. Consultant has failed to provide and maintain required insurance;

d. Any of Consultant's Services that are defective, requiring correction or replacement;

e. City has been required to correct Consultant's defective Services or has accepted Consultant's defective Services;

f. Liens have been filed in connection with the Consultant's Services.

D. If City imposes any set-off against payment, City will give Consultant immediate written notice stating the reasons for such action and the specific amount of the reduction, and promptly pay Consultant any amount remaining after deduction of the amount so withheld. City shall promptly pay Consultant the amount so withheld, or any adjustment thereto agreed to by City and Consultant, if Consultant remedies the reasons for such action. The reduction imposed will be binding on Consultant unless it duly submits written notice contesting the reduction within 30 days of receiving City's written notice.

E. All fees payable to Consultant under this Agreement shall be made in full, and without any withholding, deduction, or offset of any state or federal withholding taxes, FICA, SDI, or income taxes, nor shall the City be obligated to pay any of Consultant's employees' taxes. Consultant hereby covenants and agrees that it shall be solely responsible for all taxes, withholding, FICA, SDI, and other similar items (both employee and employer portions) with respect to all fees paid by the City under this Agreement, and agrees to indemnify and hold the City harmless with respect to such taxes and withholding.

F. Consultant and its employees shall not be eligible for, participate in, or be entitled to compensation in lieu of any insurance, benefit, retirement, or other plan or program provided by the City to its employees.

G. Consultant shall provide an invoice in accordance with City regulations. Payment terms shall be net thirty (30) days from receipt of invoice.

H. The City may, at any time, request Consultant to make changes within the scope of the Services or to perform extra work. If any request by the City for a change or extra work causes an increase or decrease in the cost or the time required for performance of the work, or any change to this Agreement, Consultant shall, within fourteen (14) days from the date it receives the City's request, unless the City Consultant grants additional time in writing, submit in writing a proposal for accomplishing such changed or extra work. This proposal shall define, if applicable, any increase or decrease in cost or time of completion or other change to this Agreement. The City must approve any change orders, pursuant to the City's Code of ordinances and policies and procedures and any other applicable laws of this State, before making the changes. The City will not be liable for any costs incurred by Consultant from performance of a change or extra work prior to issuance of a change order to this Agreement.

I. The total contract price may not be increased because of the changes unless additional money for increased costs is appropriated for that purpose from available funds or is provided for by the authorization of the issuance of time warrants.

J. Prior to and as a condition of final payment to the Consultant following termination or expiration of this Agreement as defined below, the Consultant shall deliver to the City a release in form and substance satisfactory to the City, discharging it and its

officers, agents, and employees of all claims for payment arising out of this Agreement and the performance thereof.

SECTION VI **TERM OF AGREEMENT**

A. Consultant contracts and agrees to provide services in accordance with **Exhibit A**, and as specified by the City. Work will continue until each project is declared technically complete by the City staff.

B. Either party may terminate this Agreement upon giving 30 days' prior written notice thereof to the other party. In addition, City shall have the right, upon written notice, to cancel this Agreement immediately if, in the City's sole judgment, the Services rendered by Consultant breach or violate any of the provisions of this Agreement.

C. Upon termination or completion of this Agreement, City shall have no liability to Consultant except for charges for Services performed by Consultant and accepted by the City and for reimbursable expenses incurred prior to receipt of notice of termination or cancellation. The terms and conditions in this Agreement that by their sense and context are intended to survive the performance hereof by either or both parties hereunder shall so survive the termination, cancellation, or completion of performance of this Agreement.

D. Upon termination or completion of Consultant's Services hereunder or at such other time as may be requested by City, Consultant shall return to City within ten (10) days of termination, completion, or request all documents, records, notebooks, including copies thereof, whether prepared by Consultant or others, in Consultant's possession and related to the Services.

E. The City reserves the right to suspend work on the Services, with or without cause, in whole or in part, upon giving notice to Consultant. Consultant shall resume the Services so suspended when directed to do so by the City. The City shall have no liability to Consultant except for charges for Services performed by Consultant and accepted by the City and reimbursable expenses incurred prior to receipt of notice of suspension of Services. If only a portion of the Services are suspended, Consultant shall be compensated only for Services of which are not suspended and are actually performed during such suspension. If the Consultant's services are suspended for more than ninety (90) days, consecutive or in aggregate, the Consultant may terminate this Agreement upon giving not less than fifteen (15) calendar days' written notice to the City.

F. Upon termination of this Agreement or suspension of Services under this Section, the City may take over the work and may obtain the services of another entity to complete the work under this Agreement.

SECTION VII **AUTHORIZATION TO PROCEED**

Consultant contracts and agrees to complete the work in accordance with **Exhibit A**, after execution of this Agreement. The City and Consultant are aware that many factors outside the Consultant's control may affect the Consultant's ability to complete the Services to be provided under this Agreement. The Consultant will perform these Services with reasonable diligence and expediency consistent with sound professional practices. If the Consultant becomes aware of delays due to time allowances for review and approval being exceeded, delay by the Contractor, the City, the City's consultants or any other cause beyond the control of the Consultant, which will result in the schedule for performance of the Consultant's Services not being met, the Consultant shall promptly notify the City. Failure to give such notice shall constitute a waiver of any remedies available to the Consultant.

SECTION VIII

AUDIT, ACCESS TO RECORDS AND RECORDS RETENTION

A. The Consultant shall maintain books, records, documents and other evidence directly pertinent to the performance of work under this Agreement in accordance with generally accepted accounting principles and practices consistently applied, and applicable state and federal regulations in effect on the date of execution of this Agreement. The Consultant shall also maintain the financial information and data used by the Consultant in the preparation of support the cost submission required under applicable state and federal regulations in effect on the date of execution. The State and the City, or any of their duly authorized representatives shall have access to such project related books, records, documents, and other evidence for inspection, audit, and copying during normal business hours. The Consultant will provide proper facilities for such access and inspection.

B. Audits conducted under this provision shall be in accordance with generally accepted auditing standards and established procedures and guidelines of the reviewing or audit agencies.

C. Records under paragraph A above shall be maintained and made available by the Consultant during performance of services under this Agreement and for three (3) years from the date of final state assistance payment to the Consultant for the project. In addition, those records which relate to any controversy arising under this Agreement, litigation, the settlement of claims arising out of performance or to costs or items to which an audit exception has been taken shall be maintained and made available by the Consultant until three (3) years after the date of resolution of such appeal, litigation, claim or exception.

D. This right of access clause applies to financial records pertaining to all agreements related to any project (except formally advertised, competitively awarded, fixed price agreements) and all amendments regardless of the type of agreement. In addition, this right of access applies to all records pertaining to all agreement amendments:

1. to the extent the records pertain directly to Agreement performance; or
2. if there is any indication that fraud, gross abuse or corrupt practices may be involved; or
3. if the Agreement is terminated for default or for convenience.

SECTION IX

MINIMUM INSURANCE REQUIREMENTS

Consultant shall be adequately insured and carry liability, workers compensation, automobile insurance and professional liability for injury to its employees and others incurring loss or injury as a result of the acts of Consultant or its employees. In accordance with City ordinances, Consultant shall be required to hold the following minimum insurance coverage throughout the duration of this agreement:

- A. Workers Compensation
In accordance with State statute.
- B. Comprehensive General Liability
 1. Bodily Injury
\$250,000 each person
\$500,000 each occurrence
 2. Property Damage
\$100,000 each occurrence
\$100,000 each aggregate

or \$500,000 combined single limits
- C. Comprehensive Auto Liability
 1. Bodily Injury
\$100,000 each person
\$500,000 each occurrence
 2. Property Damage
\$100,000 each occurrence
\$100,000 aggregate
or \$500,000 combined single limits
- D. City's Protective Liability
 1. Bodily Injury
\$250,000 each person
\$500,000 each occurrence

2. Property Damage

\$100,000 each occurrence

\$100,000 each aggregate

or \$500,000 combined single limits

E. Professional Liability

1. Professional

\$1,000,000 per claim and in the aggregate

F. Evidence of the above insurance coverage is attached as Exhibit "B" and the City of Edinburg shall be listed as an additional insured on all policies except Workers Compensation and Professional Liability.

G. If at any time and for any reason Consultant fails to provide, maintain, keep in force and effect, or deliver to the City proof of, any of the insurance required and such failure continues for ten (10) days after Notice thereof from City to Consultant, City may, but shall have no obligation to, procure single interest insurance for such risks covering City (or, if no more expensive, the insurance required by this Agreement), and Consultant shall, within ten (10) days following City's demand and Notice, pay and reimburse City therefor with interest at Prime Rate plus 2%, the Prime Rate being that in place on the date of Notice, from the date of payment by the City until repayment of City in full by Consultant.

H. With respect to each and every one of the insurance policies required to be obtained, kept, or maintained under the terms of this Agreement, on or before the date on which each such policy is required to be first obtained and at least fifteen (15) days before the expiration of any policy required hereunder previously obtained, Consultant shall deliver evidence reasonably acceptable to City showing that such insurance is in full force and effect.

I. Consultant hereby agrees as follows:

1. To punctually pay or cause to be paid all premiums and other sums payable under each insurance policy required to be obtained, kept, and maintained pursuant to this Agreement;

2. To maintain in full force and effect the policies required to be carried to the extent so required to be carried pursuant to the terms hereof;

3. To ensure that all Casualty Proceeds are paid to the Party entitled to receive same;

4. Not, at any time, to take any action (or omit to take action) which action (or omission) would cause any insurance policies required to be obtained, kept, and maintained under this Agreement to become void, voidable, unenforceable, suspended, or impaired in whole or in part or which would otherwise cause any sum paid out under any such insurance policy to become repayable in whole or in part; and

5. Promptly deliver Notice to City of any facts or circumstances of which it is aware which, if not disclosed to its insurers or re-insurers, is likely to affect adversely the nature or extent of the coverage to be provided under any insurance policy required hereunder.

SECTION X **COMPLIANCE STANDARDS**

The Consultant agrees to comply with the following Executive Orders, Titles, and Program Regulations issued under Federal or State law while performing work under this contract. The Consultant also agrees to endeavor to assure that its subconsultants and subcontractors comply with these requirements.

1. Title VI of the Civil Rights Act - requires that no one may be denied access to benefits from projects which receive federal assistance.
2. Section 109 of the Housing and Community Development Act of 1974 - Nondiscrimination related to benefits from projects funded specifically under Title I of the Act.
3. Section 3 of the HUD Act of 1968 - requires that maximum effort be made to provide employment, training, and business opportunities to low income families and/or residents of the project area.
4. The Consultant shall give the United States Department of Housing and Urban Development, the Inspector General, the Comptroller General of the United States, the Auditor of the State of Texas, access to and the right to examine all books, accounts, records, reports, files, and other papers, things, or property belonging to or in use by the Consultant pertaining to this Agreement. Such rights to access shall continue as long as the records are retained by the Consultant. Consultant agrees to maintain such records in an accessible location for a period of three (3) years.
5. Executive Order 11246 (paragraph a - c for contracts under \$10,000; paragraphs a - g for contracts over \$10,000) - Equal Employment Opportunity.
6. Executive Order 11246. Executive Order 11246 and the regulations issued pursuant thereto (24 CFR Part 130) which provides that no person shall be discriminated against on the basis of race, color, religion, sex, or national origin in all phases of employment during the performance of federal or federally assisted

contracts. Such consultants or subcontractors shall take affirmative action to ensure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination rates of pay or other forms of compensation and selection for training and apprenticeship.

7. Equal Employment Opportunity for Activities and Contract not Subject to Executive Order 11246, as amended. In carrying out the program, the Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Consultant shall take affirmative action to ensure that applicants for employment are employed and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not limited to the following: employment, upgrading, demotion, or transfer; recruitment or other forms of compensation; and selection for training, including apprenticeship. The Consultant shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Government setting forth the provisions of this paragraph in all of its contracts for program work and will require all of its consultants for such work to incorporate such requirements in all subcontracts for program.

SECTION XI **DEBARMENT PROHIBITION**

The Consultant agrees, that at the time of execution of this Agreement that neither the Consultant nor any of its subcontractors are named on the master lists of debarment, suspensions, and voluntary exclusions/40 CFR PT 32 (Master List) and that it will not make any subagreement awards to any entity that is named on the Master List.

SECTION XII **ALTERNATE DISPUTE RESOLUTION/NEUTRAL PARTY**

A. If any dispute, controversy, or claim between or among the Parties arises under this Agreement or is related in any way to this Agreement or the relationship of the Parties hereunder (a "Dispute"), the Parties shall first attempt in good faith to settle and resolve such Dispute by meeting at a mutually agreeable time and place to discuss the Dispute within seven (7) days following the original written notice of any Dispute by the party making such a claim. The Parties shall seek to resolve the Dispute in writing within fourteen (14) days following the original written notice of any Dispute by the party making such a claim.

B. If a mutual resolution and settlement are not obtained at the meeting, the Parties shall participate in good faith in formal mediation, within thirty (30) days following the original written notice of any Dispute, with a mutually agreeable mediator at a mutually agreeable time and place. No settlement reached under this provision shall be binding on the Parties until reduced to a writing signed by a representative of Contractor and the City Manager. Unless the parties expressly agree otherwise, each party shall bear its own

costs and legal and expert fees incurred in the mediation, and evenly share the costs of the mediator. If after proceeding in good faith the parties, with the assistance of a neutral mediator, do not resolve the dispute within forty-five (45) days following the original written notice of any Dispute, the parties may proceed in accordance with the section below.

SECTION XIII

CONTROLLING LAW, MANDATORY VENUE, AND FEES AND EXPENSES

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

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

SECTION XIV

INDEMNIFICATION

A. To the maximum extent allowed by law, Consultant agrees to and shall indemnify, hold harmless, and defend (except Professional Liability claims) City, its officers, elected officials, and employees from any and all claims, losses, damages, suits and liability , including court costs, and reasonable attorney's fees to the extent caused by the negligent performance of any of the services furnished under this Agreement or willful misconduct of Consultant, its directors, officers and employees.

B. Consultant agrees to assist City in defense of claims or litigation brought against the City related to this project.

SECTION XV

LIMITATION OF LIABILITY

A. Consultant agrees to limit the City's liability arising from City's acts, errors, or omissions such that the total liability of City shall not exceed Consultant's total fees paid by the City to Consultant for the Services rendered. City agrees to limit the Consultant's liability arising from Consultant's acts, errors, or omissions such that the total liability of Consultant shall not exceed Consultant's total fees paid by the City to Consultant for the Services rendered. Neither party will be liable for any indirect, incidental, special, or consequential punitive or multiple damages, including without limitation any damages resulting from loss of use, loss of business, loss of revenue, loss of profits, or loss of data, arising in connection with this Agreement, Consultant's performance of Services, or of any other obligations relating to this Agreement, even if a party has been advised of the possibility of such damages. The foregoing limitation of liability shall apply to the maximum extent allowed by law for limitation of a party's liability, regardless of the cause of action under which such damages are sought.

SECTION XVI
AGREEMENT CONSTRUCTION

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

SECTION XVII
NO PENDING LITIGATION

A. Consultant represents that there is no action, proceeding, inquiry, or investigation, at law or in equity, before any court, arbitrator, governmental or other board or official, pending to the best knowledge of Consultant threatened against or affecting the Consultant or any subsidiaries of the Consultant, questioning the validity or any action taken or to be taken by the Consultant in connection with the execution, delivery, and performance by the Consultant of this Agreement to which the Consultant may be a party or seeking to prohibit, restrain, or enjoin the execution, delivery, or performance by the Consultant hereof or thereof, where in an unfavorable decision, ruling, or finding (i) would adversely effect the validity or enforceability of, or the authority or ability of the Consultant to perform, its obligations under this Agreement to which the Consultant may be party or (ii) would have an adverse effect on the consolidated financial condition or results of operations of the Consultant or on the ability of the Consultant to conduct its business as presently conducted or as proposed or contemplated to be conducted.

SECTION XVIII
SEVERABILITY

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

SECTION XIX
NOTICE

A. Any notices to be given under this Agreement shall be in writing, (i) sent by registered or certified mail, postage prepaid, return receipt requested or (ii) sent by

nationally recognized overnight courier (e.g. Federal Express) with electronic tracking, and addressed to such party as follows:

(a) Notices to the City:

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

With a copy to:

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

(b) Notices to Consultant:

Hanson Professional Service, Inc.
4501 Golihar Road
Corpus Christi, Texas 78411
Attn.: Grant Jackson

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

SECTION XX **NON-APPROPRIATIONS**

A. Notwithstanding anything in the Agreement to the contrary, any and all payments which the City is required to make under this Agreement shall be subject to annual appropriation or other availability of funds, as certified by the Director of Finance.

B. If the City cannot appropriate sufficient funding, then either party has the right to terminate the Agreement by providing ten (10) days' written notice to the other party.

SECTION XXI **SUCCESSORS AND ASSIGNS**

City and Consultant each bind themselves, their partners, successors, executors, administrators, and assigns to the other party of the Agreement in respect to all covenants

of this Agreement. Neither City nor Consultant shall assign, sublet, or transfer interest in this Agreement without written consent of the other.

SECTION XXII

CONFLICT OF TERMS

If any of the terms of this Agreement conflict in any respect with any of the terms of the attached Exhibits or any current or future Job Task Orders, the terms of this Agreement shall be controlling.

SECTION XXIII

NO WAIVERS OR ACCORD AND SATISFACTION

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

B. No failure or delay of any Party, in any one or more instances (i) in exercising any power, right, or remedy under this Agreement or (ii) in insisting upon the strict performance by the other Party of such other Party's covenants, obligations, or agreements under this Agreement, shall operate as a waiver, discharge, or invalidation thereof, nor shall any single or partial exercise of any such right, power, or remedy or insistence on strict performance, or any abandonment or discontinuance of steps to enforce such a right, power, or remedy or to enforce strict performance, preclude any other or future exercise thereof or insistence thereupon or the exercise of any other right, power, or remedy. The covenants, obligations, and agreements of a defaulting Party and the rights and remedies of the other Party upon a default shall continue and remain in full force and effect with respect to any subsequent breach, act, or omission.

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

EXECUTED by the parties in triplicate originals on this ____ day of _____, 2025.

CITY OF EDINBURG:

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

ATTEST:

BY: _____
Clarice Balderas, City Secretary

APPROVED AS TO FORM:

Omar Ochoa Law Firm, P.C.

BY: _____
Josephine Ramirez Solis, City Attorney

HANSON PROFESSIONAL SERVICES INC.

BY: _____
Dennis Hollahan, Senior Vice President
1525 South Sixth Street
Springfield, Illinois 62703
Phone: 217-747-9287
Email: dhollahan@hanson-inc.com

Attachments: Exhibit "A" Scope of Services and Proposal
Exhibit "B" Insurance
Exhibit "C" Master Agreement

STATE OF TEXAS	§	AGREEMENT BETWEEN THE CITY
COUNTY OF HIDALGO	§	OF EDINBURG AND HANSON
CITY OF EDINBURG	§	PROFESSIONAL SERVICES INC.
		FOR ENGINEERING CONSULTING
		SERVICES RELATED TO THE
		EDINBURG REGIONAL LANDFILL
		DEVELOPMENT

The City of Edinburg, Hidalgo County, Texas, a municipal corporation, (hereinafter "**City**") and Hanson Professional Services Inc. (hereinafter "**Engineer**"), are the parties to this Agreement.

RECITALS

WHEREAS, the City has authorized staff to request proposals for Professional Engineering Consulting Services, the Engineer shall provide services as defined, scheduled, and authorized; services may include, but not be limited to Engineering Consulting Services, and other as-needed services as stated in Exhibit "A", and

WHEREAS, the City has further designated Hanson Professional Services Inc. (Hanson) as the Professional Firm of Record for the City of Edinburg Regional Disposal Facility, Texas Commission on Environmental Quality (TCEQ) Municipal Solid Waste (MSW) Permit No. 956C and Permit No. 2302 located at 8601 North Jasman Rd., Edinburg, Hidalgo County, Texas 78542, and

WHEREAS, the City hereby authorizes the licensed professionals with Hanson to submit and request information regarding the City of Edinburg Regional Disposal Facility TCEQ MSW Permit No. 956C and Permit No. 2302 and request that correspondence be copied to the POR at 4501 Gollihar Road, Corpus Christi, TX 78411, office phone number: (361) 814-9900, and

WHEREAS, the Engineer is duly licensed and registered to practice Engineering in the State of Texas, has the professional knowledge and abilities to undertake the study, evaluation, analysis, design, and recommendations in a manner which shall provide the necessary Services while preserving and enhancing to the greatest degree possible the natural environment in the Project area; and

WHEREAS, City desires to engage Engineer to render services in connection therewith:

NOW, THEREFORE, City and Engineer do mutually agree as follows:

SECTION I
EMPLOYMENT OF ENGINEER

A. City agrees to employ Engineer to furnish and provide the Services as stated in this agreement and **Exhibit "A"**. Upon receipt of Services to the City's satisfaction, the City agrees to pay Engineer as stated in this Agreement.

SECTION II
SERVICES OF ENGINEER

A. The City of Edinburg, Texas (City) hereby designates Hanson Professional Services Inc. (Hanson) as the Professional Firm of Record for the City of Edinburg Regional Disposal Facility Texas Commission on Environmental Quality (TCEQ) Municipal Solid Waste (MSW) Permit No. 956C and Permit No. 2302 located at 8601 North Jasman Rd., Edinburg, Hidalgo County, Texas 78542.

B. The Engineer shall, in the scope of his work, perform the Services identified in **Exhibit "A"** of this document. City shall provide Engineer with authorization to proceed, after execution of this Agreement.

C. Nothing contained in this Agreement is intended by the parties to create a partnership or joint venture between the parties, and any implication to the contrary is hereby expressly disavowed. It is understood and agreed that this Agreement does not create a joint enterprise, nor does it appoint either party as an agent of the other for any purpose whatsoever. Except as otherwise specifically provided herein, neither party shall in any way assume any of the liability of the other for acts of the other or obligations of the other.

SECTION III
RESPONSIBILITY OF THE CITY

A. City will facilitate Engineer's work with the following tasks:

1. Provide Engineer with its requirements for the Services.
2. Assist Engineer by providing information reasonably available to the City and pertinent to the Services.
3. Facilitate access to and make provisions for Engineer to enter upon public property as reasonably required for Engineer to perform its Services.
4. Examine all reports, sketches, estimates, drawings, proposals, and other documents presented by Engineer and render in writing decisions pertaining thereto within a reasonable time so as not to delay the Services of the Engineer.

5. Give prompt written notice to Engineer whenever City observes or otherwise becomes aware of any defect in Services.

SECTION IV **RESPONSIBILITIES OF ENGINEER**

A. Engineer shall perform the Services described in **Exhibits "A"**.

B. Engineer shall perform its services with care, skill, and diligence, in accordance with the applicable professional standards currently recognized by its profession, and shall be responsible for the professional quality, technical accuracy, completeness, and coordination of all reports, plans, information, and other items and Services furnished under this Agreement. Engineer shall comply with all applicable federal, state, and local laws, ordinances, codes, and regulations in performing the Services. If Engineer fails to meet applicable professional standards, Engineer shall without additional compensation correct or revise any errors or deficiencies, with or without request to do so by the City.

C. Engineer shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of Services furnished by Engineer under this Agreement. Engineer shall keep the City informed of the Services performed under this Agreement. In connection with the performance of the Services by Engineer, Engineer agrees to promptly and fully disclose to City any information regarding the Services as City may request.

D. Engineer will develop and maintain a detailed schedule for completion of the Services. The schedule will be a work plan showing activities to be performed and their sequence; and, in addition, activities will contain duration, manpower required, and estimated cost. A preliminary schedule shall be submitted to the City within ten (10) days after execution of a Job Task Order for review and establishment of the level of detail to be included.

E. Engineer will submit monthly progress data for the reporting period which will include the percentage complete and actual start date and actual finish date for all activities worked on by the Engineer during the period. Any changes in delivery dates will be reported. Other information, such as actual hours expended, will be furnished monthly, or as requested, by the City. If requested by the City, schedule update meetings will be held to discuss the results of schedule analysis and necessary action to meet the requirements of the schedule.

F. Engineer shall perform Services necessary to accomplish the work specified in this Agreement, in accordance with this Agreement.

G. City's or the State of Texas's review or approval of reports, and other services furnished hereunder shall not in any way relieve Engineer of responsibility for

the technical adequacy of the work. Neither City's nor State's review, approval, or acceptance of, nor payment for any of the Services shall be construed as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

H. Engineer shall be and shall remain liable, in accordance with applicable law, for all damages to City to the extent caused by Engineer's negligent performance of any of the Services furnished under this Agreement. Engineer shall not be responsible for any time-delays in the project caused by circumstances beyond Engineer's control.

I. Engineer's obligations under this clause are in addition to the Engineer's other expressed obligations under this Agreement or state law and in no way diminish any other rights that City may have against Engineer for Engineer's errors or omissions.

J. All reports, drawings, plans, and other documentation pertaining to the Services become the property of City. Any reuse without specific written verification or adaptation by Engineer will be at City's sole risk, and without liability to Engineer.

SECTION V

PAYMENT AND FEES

City agrees to pay Engineer for recommendations, reports, design, specifications, and such other services herein contracted for as follows:

A. City hereby agrees to pay a sum not to exceed that which is included in a specific Task Order and authorized by a Notice to Proceed, notwithstanding any contrary indications that may be contained in Engineer's proposal, for services to be performed and reimbursable costs incurred under this Agreement. City shall pay Engineer for services rendered on a lump sum basis pursuant to any specific Task Order and in the manner set forth therein.

B. Engineer shall submit all invoices to City in the manner specified herein. Except as specifically authorized by City in writing, Engineer shall not bill City for duplicate services performed by more than one person. Engineer and City acknowledge and agree that compensation paid by City to Engineer under this Agreement is based upon Engineer's estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Engineer. Consequently, the parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Engineer and its employees, agents, and subcontractors may be eligible. City therefore has no responsibility for such contributions beyond compensation required under this Agreement.

C. City is entitled to impose a set-off against payment based on any of the following:

a. Claims have been made against City based on Engineer's conduct in the performance or furnishing of Services, or City has incurred costs, losses, or damages resulting from Engineer's conduct in the performance or furnishing of Services, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, and non-compliance with Laws and Regulations;

b. Engineer has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with Services and related work;

c. Engineer has failed to provide and maintain required insurance;

d. City has been required to remove or remediate a Hazardous Environmental Condition for which Engineer is responsible;

e. City has incurred engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;

f. Any of Engineer's Services that are defective, requiring correction or replacement;

g. City has been required to correct Engineer's defective Services or has accepted Engineer's defective Services;

h. Liens have been filed in connection with the Engineer's Services

D. If City imposes any set-off against payment, City will give Engineer immediate written notice stating the reasons for such action and the specific amount of the reduction, and promptly pay Engineer any amount remaining after deduction of the amount so withheld. City shall promptly pay Engineer the amount so withheld, or any adjustment thereto agreed to by City and Engineer, if Engineer remedies the reasons for such action. The reduction imposed will be binding on Engineer unless it duly submits written notice contesting the reduction within 30 days of receiving City's written notice.

E. All fees payable to Engineer under this Agreement shall be made in full, and without any withholding, deduction, or offset of any state or federal withholding taxes, FICA, SDI, or income taxes, nor shall the City be obligated to pay any of Engineer's employees' taxes. Engineer hereby covenants and agrees that it shall be solely responsible for all taxes, withholding, FICA, SDI, and other similar items (both employee and employer portions) with respect to all fees paid by the City under this Agreement, and agrees to indemnify and hold the City harmless with respect to such taxes and withholding.

F. Engineer and its employees shall not be eligible for, participate in, or be entitled to compensation in lieu of any insurance, benefit, retirement, or other plan or program provided by the City to its employees.

G. Engineer shall provide an invoice in accordance with City regulations. Payment terms shall be net thirty (30) days from receipt of invoice.

H. The City may, at any time, request Engineer to make changes within the scope of the Services or to perform extra work. If any request by the City for a change or extra work causes an increase or decrease in the cost or the time required for performance of the work, or any change to this Agreement, Engineer shall, within fourteen (14) days from the date it receives the City's request, unless the City Engineer grants additional time in writing, submit in writing a proposal for accomplishing such changed or extra work. This proposal shall define, if applicable, any increase or decrease in cost or time of completion or other change to this Agreement. The City must approve any change orders, pursuant to the City's Code of ordinances and policies and procedures and any other applicable laws of this State, before making the changes. The City will not be liable for any costs incurred by Engineer from performance of a change or extra work prior to issuance of a change order to this Agreement.

I. The total contract price may not be increased because of the changes unless additional money for increased costs is appropriated for that purpose from available funds or is provided for by the authorization of the issuance of time warrants.

J. Prior to and as a condition of final payment to the Engineer following termination or expiration of this Agreement as defined below, the Engineer shall deliver to the City a release in form and substance satisfactory to the City, discharging it and its officers, agents, and employees of all claims for payment arising out of this Agreement and the performance thereof.

SECTION VI

TERM OF AGREEMENT

A. Except as provided below, this Agreement, and the Services to be performed under it, shall commence on the date this Agreement is executed by both parties, and shall continue thereafter through and the earlier of (i) five (5) years from the date of execution or (ii) until the Services are declared complete in a written instrument signed by the Director of Solid Waste Management and the City Manager. The City shall have the right, in its sole discretion, to extend the term of this Agreement for an additional two (2) one (1) year extensions, with approval from the City. If approved by City, City shall provide Engineer with a written notice of the approval of the extension.

B. Either party may terminate this Agreement upon giving 30 days' prior written notice thereof to the other party. In addition, City shall have the right, upon written notice, to cancel this Agreement immediately if, in the City's sole judgment, the Services rendered by Engineer breach or violate any of the provisions of this Agreement.

C. Upon termination or completion of this Agreement, City shall have no liability to Engineer except for charges for Services performed by Engineer and accepted by the

City and reimbursable expenses incurred and approved by City prior to receipt of notice of termination or cancellation. The terms and conditions in this Agreement that by their sense and context are intended to survive the performance hereof by either or both parties hereunder shall so survive the termination, cancellation, or completion of performance of this Agreement.

D. Upon termination or completion of Engineer's Services hereunder or at such other time as may be requested by City, Engineer shall return to City within ten (10) days of termination, completion, or request all documents, records, notebooks, including copies thereof, whether prepared by Engineer or others, in Engineer's possession and related to the Services.

E. The City reserves the right to suspend work on the Services, with or without cause, in whole or in part, upon giving notice to Engineer. Engineer shall resume the Services so suspended when directed to do so by the City. The City shall have no liability to Engineer except for charges for Services performed by Engineer and accepted by the City and reimbursable expenses incurred and approved by City prior to receipt of notice of suspension of Services. If only a portion of the Services are suspended, Engineer shall be compensated only for Services of which are not suspended and are actually performed during such suspension. If the Engineer's services are suspended for more than ninety (90) days, consecutive or in aggregate, the Engineer may terminate this Agreement upon giving not less than fifteen (15) calendar days' written notice to the City.

F. Upon termination of this Agreement or suspension of Services under this Section, the City may take over the work and may obtain the services of another entity to complete the work under this Agreement.

SECTION VII

AUTHORIZATION TO PROCEED

Engineer contracts and agrees to complete the design and other related work in accordance with **Exhibit A**, after authorization to proceed, granted by this signed Agreement. The City and Engineer are aware that certain factors outside the Engineer's control may affect the Engineer's ability to complete the services to be provided under this Agreement. The Engineer will perform these services with reasonable diligence and expediency consistent with sound professional practices. If the Engineer becomes aware of delays due to a cause beyond the control of the Engineer, which will result in the schedule for performance of the Engineer's services not being met, the Engineer shall promptly notify the City. Failure to give such notice shall constitute a waiver of any remedies available to Engineer.

SECTION VIII

AUDIT, ACCESS TO RECORDS AND RECORDS RETENTION

A. The Engineer shall maintain books, records, documents, and other evidence related to the performance of work under this Agreement. The Engineer shall

also maintain the financial information and data used by the Engineer to perform work under this Agreement.. The State and the City, or any of their duly authorized representatives shall have access to such project related books, records, documents, and other evidence for inspection, audit, and copying during normal business hours. The Engineer will provide proper facilities for such access and inspection.

B. Audits conducted under this provision shall be in accordance with generally accepted auditing standards and established procedures and guidelines of the reviewing or audit agencies.

C. Records under paragraph A above shall be maintained and made available by the Engineer during performance of services under this Agreement and for three (3) years from the date of final payment to the Engineer. In addition, those records which relate to any controversy arising under this Agreement, litigation, the settlement of claims arising out of performance or to costs or items to which an audit exception has been taken shall be maintained and made available by the Engineer until three (3) years after the date of resolution of such appeal, litigation, claim or exception.

D. This right of access clause applies to financial records pertaining to all agreements related to any project (except formally advertised, competitively awarded, fixed price agreements) and all amendments regardless of the type of agreement. In addition, this right of access applies to all records pertaining to all agreement amendments:

1. to the extent the records pertain directly to Agreement performance; or
2. if there is any indication that fraud, gross abuse or corrupt practices may be involved; or
3. if the Agreement is terminated for default or for convenience.

SECTION IX

MINIMUM INSURANCE REQUIREMENTS

Engineer shall be adequately insured and carry liability, workers compensation, automobile insurance and professional liability for injury to its employees and others incurring loss or injury as a result of the acts of Engineer or its employees. In accordance with City ordinances, Engineer shall be required to hold the following minimum insurance coverage throughout the duration of this agreement:

- A. Workers Compensation
In accordance with State statute.
- B. Comprehensive General Liability

1. Bodily Injury
\$250,000 each person
\$500,000 each occurrence
2. Property Damage
\$100,000 each occurrence
\$100,000 each aggregate

or \$500,000 combined single limits

C. Comprehensive Auto Liability

1. Bodily Injury
\$100,000 each person
\$500,000 each occurrence
2. Property Damage
\$100,000 each occurrence
\$100,000 aggregate
or \$500,000 combined single limits

D. City's Protective Liability

1. Bodily Injury
\$250,000 each person
\$500,000 each occurrence
2. Property Damage
\$100,000 each occurrence
\$100,000 each aggregate

or \$500,000 combined single limits

E. Professional Liability

1. Professional
\$1,000,000 per claim and in the aggregate

F. Evidence of the above insurance coverage is attached as Exhibit "B" and the City of Edinburg shall be listed as an additional insured.

G. If at any time and for any reason Engineer fails to provide, maintain, keep in force and effect, or deliver to the City proof of, any of the insurance required and such failure continues for ten (10) days after Notice thereof from City to Engineer, City may, but shall have no obligation to, procure single interest insurance for such risks covering City (or, if no more expensive, the insurance required by this Agreement), and Engineer shall, within ten (10) days following City's demand and Notice, pay and reimburse City therefor with interest at Prime Rate plus 2%, the Prime Rate being that in place on the

date of Notice, from the date of payment by the City until repayment of City in full by Engineer.

H. With respect to each and every one of the insurance policies required to be obtained, kept, or maintained under the terms of this Agreement, on or before the date on which each such policy is required to be first obtained and at least fifteen (15) days before the expiration of any policy required hereunder previously obtained, Engineer shall deliver evidence reasonably acceptable to City showing that such insurance is in full force and effect.

I. Engineer hereby agrees as follows:

1. To punctually pay or cause to be paid all premiums and other sums payable under each insurance policy required to be obtained, kept, and maintained pursuant to this Agreement;

2. To maintain in full force and effect the policies required to be carried to the extent so required to be carried pursuant to the terms hereof;

3. To ensure that all Casualty Proceeds are paid to the Party entitled to receive same;

4. Not, at any time, to take any action (or omit to take action) which action (or omission) would cause any insurance policies required to be obtained, kept, and maintained under this Agreement to become void, voidable, unenforceable, suspended, or impaired in whole or in part or which would otherwise cause any sum paid out under any such insurance policy to become repayable in whole or in part; and

5. Promptly deliver Notice to City of any facts or circumstances of which it is aware which, if not disclosed to its insurers or re-insurers, is likely to affect adversely the nature or extent of the coverage to be provided under any insurance policy required hereunder.

SECTION X **COMPLIANCE STANDARDS**

Without affecting Engineer's agreement to follow all applicable laws and regulations, the Engineer expressly agrees to comply with the following Executive Orders, Titles, and Program Regulations issued under Federal or State law while performing work under this contract. The Engineer also agrees to endeavor to assure that its subconsultants and subcontractors comply with these requirements.

1. Title VI of the Civil Rights Act - requires that no one may be denied access to benefits from projects which receive federal assistance.

2. Section 109 of the Housing and Community Development Act of 1974 -

Nondiscrimination related to benefits from projects funded specifically under Title I of the Act.

3. Section 3 of the HUD Act of 1968 - requires that maximum effort be made to provide employment, training, and business opportunities to low income families and/or residents of the project area.
4. The Engineer shall give the United States Department of Housing and Urban Development, the Inspector General, the Comptroller General of the United States, the Auditor of the State of Texas, access to and the right to examine all books, accounts, records, reports, files, and other papers, things, or property belonging to or in use by the Engineer pertaining to this Agreement. Such rights to access shall continue as long as the records are retained by the Engineer. Engineer agrees to maintain such records in an accessible location for a period of three (3) years.
5. Executive Order 11246 (paragraph a - c for contracts under \$10,000; paragraphs a - g for contracts over \$10,000) - Equal Employment Opportunity.
6. Executive Order 11246. Executive Order 11246 and the regulations issued pursuant thereto (24 CFR Part 130) which provides that no person shall be discriminated against on the basis of race, color, religion, sex, or national origin in all phases of employment during the performance of federal or federally assisted contracts. Such consultants or subcontractors shall take affirmative action to ensure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination rates of pay or other forms of compensation and selection for training and apprenticeship.
7. Equal Employment Opportunity for Activities and Contract not Subject to Executive Order 11246, as amended. In carrying out the program, the Engineer shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Engineer shall take affirmative action to ensure that applicants for employment are employed and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not limited to the following: employment, upgrading, demotion, or transfer; recruitment or other forms of compensation; and selection for training, including apprenticeship. The Engineer shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Government setting forth the provisions of this paragraph in all of its contracts for program work and will require all of its consultants for such work to incorporate such requirements in all subcontracts for program.

SECTION XI

DEBARMENT PROHIBITION

The Engineer agrees, that at the time of execution of this Agreement that neither the Engineer nor any of its subcontractors are named on the master lists of debarment, suspensions, and voluntary exclusions/40 CFR PT 32 (Master List) and that it will not make any subagreement awards to any entity that is named on the Master List.

SECTION XII

ALTERNATE DISPUTE RESOLUTION/NEUTRAL PARTY

A. If any dispute, controversy, or claim between or among the Parties arises under this Agreement or is related in any way to this Agreement or the relationship of the Parties hereunder (a "Dispute"), the Parties shall first attempt in good faith to settle and resolve such Dispute by meeting at a mutually agreeable time and place to discuss the Dispute within seven (7) days following the original written notice of any Dispute by the party making such a claim. The Parties shall seek to resolve the Dispute in writing within fourteen (14) days following the original written notice of any Dispute by the party making such a claim.

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

SECTION XIII

CONTROLLING LAW, MANDATORY VENUE, AND FEES AND EXPENSES

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

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

SECTION XIV

INDEMNIFICATION

A. To the maximum extent allowed by law, Engineer agrees to and shall indemnify, hold harmless, and defend (except Professional Liability claims) City, its officers, elected officials, and employees from any and all claims, losses, damages, suits and liability , including court costs, and reasonable attorney's fees for injury to or death

to any person or for damage to any property, to the extent caused by the negligent performance of any of the services furnished under this Agreement or willful misconduct of Engineer, its directors, officers and employees, carried out in furtherance of this Agreement.

B. Engineer agrees to assist City in defense of claims or litigation brought against the City related to this project.

SECTION XV LIMITATION OF LIABILITY

A. Engineer agrees to limit the City's liability arising from City's acts, errors, or omissions such that the total liability of City shall not exceed Engineer's total fees paid by the City to Engineer for the Services rendered pursuant to this Agreement. . Except as otherwise provided in this Agreement, neither party will be liable for any indirect, incidental, special, or consequential punitive or multiple damages, including without limitation any damages resulting from loss of use, loss of business, loss of revenue, loss of profits, or loss of data, arising in connection with this Agreement, Engineer's performance of Services, or of any other obligations relating to this Agreement, even if a party has been advised of the possibility of such damages. The foregoing limitation of liability shall apply to the maximum extent allowed by law for limitation of a party's liability, regardless of the cause of action under which such damages are sought.

SECTION XVI AGREEMENT CONSTRUCTION

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

SECTION XVII NO PENDING LITIGATION

A. Engineer represents that there is no action, proceeding, inquiry, or investigation, at law or in equity, before any court, arbitrator, governmental or other board or official, pending to the best knowledge of Engineer threatened against or affecting the Engineer or any subsidiaries of the Engineer, questioning the validity or any action taken or to be taken by the Engineer in connection with the execution, delivery, and performance by the Engineer of this Agreement to which the Engineer may be a party or seeking to prohibit, restrain, or enjoin the execution, delivery, or performance by the Engineer hereof or thereof, where in an unfavorable decision, ruling, or finding (i) would adversely effect

the validity or enforceability of, or the authority or ability of the Engineer to perform, its obligations under this Agreement to which the Engineer may be party or (ii) would have an adverse effect on the consolidated financial condition or results of operations of the Engineer or on the ability of the Engineer to conduct its business as presently conducted or as proposed or contemplated to be conducted.

SECTION XVIII **SEVERABILITY**

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

SECTION XIX **NOTICE**

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

(a) Notices to the City:

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

With a copy to:

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

(b) Notices to Engineer:

Hanson Professional Services Inc.
4501 Gollihar Road
Corpus Christi, Texas 78411
Attn: Grant Jackson

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

depositing same with such overnight courier before the overnight deadline and if deposited with such courier after such deadline, then the next succeeding business day.

SECTION XX NON-APPROPRIATIONS

A. Notwithstanding anything in the Agreement to the contrary, any and all payments which the City is required to make under this Agreement shall be subject to annual appropriation or other availability of funds, as certified by the Director of Finance.

B. If the City cannot appropriate sufficient funding, then either party has the right to terminate the Agreement by providing ten (10) days' written notice to the other party.

SECTION XXI SUCCESSORS AND ASSIGNS

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

SECTION XXII CONFLICT OF TERMS

If any of the terms of this Agreement conflict in any respect with any of the terms of the attached Exhibits or any current or future Job Task Orders, the terms of this Agreement shall be controlling.

SECTION XXIII NO WAIVERS OR ACCORD AND SATISFACTION

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

B. No failure or delay of any Party, in any one or more instances (i) in exercising any power, right, or remedy under this Agreement or (ii) in insisting upon the strict performance by the other Party of such other Party's covenants, obligations, or agreements under this Lease, shall operate as a waiver, discharge, or invalidation thereof, nor shall any single or partial exercise of any such right, power, or remedy or insistence on strict performance, or any abandonment or discontinuance of steps to enforce such a right, power, or remedy or to enforce strict performance, preclude any other or future exercise thereof or insistence thereupon or the exercise of any other right, power, or remedy. The covenants, obligations, and agreements of a defaulting Party and the rights and remedies of the other Party upon a default shall continue and remain in full force and effect with respect to any subsequent breach, act, or omission.

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

EXECUTED by the parties in triplicate originals on this 16th day of April, 2021.

CITY OF EDINBURG:

BY: _____

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

ATTEST:

BY: _____

Myra L. Ayala, City Secretary



APPROVED AS TO FORM:

Omar Ochoa Law Firm, P.C.

BY: _____

Omar Ochoa, City Attorney

ENGINEER

BY: _____

Dennis Hollahan, Vice President
1525 South Sixth Street
Springfield, Illinois 62703
Phone: 217-747-9287
Email: dhollahan@hanson-inc.com

Attachments: Exhibit "A" Scope of Services and Proposal
Exhibit "B" Insurance

EXHIBIT "A"

SCOPE OF WORK

The City of Edinburg thru the Department of Solid Waste Management and the Engineer of Record for the Landfill may identify specific tasks within the following categories for additional services and/or support which will be required and/or necessary for job specific tasks or ongoing projects. **Additional services not included in the listed categories, may be requested by the City of Edinburg in writing and would be executed only upon scope and cost acceptance by both parties for each additional service.**

i. MAJOR WORK CATEGORIES INCLUDE:

- 1. PLANNING, ENGINEERING DESIGN, AND FACILITY PERMITTING**
 - a. Municipal Solid Waste Permitting and Permit Modifications
 - b. Materials Recovery Facility Permitting and Permit Modifications
 - c. Transfer Station Permitting and Permit Modifications
 - d. Landfill Cell Design
 - e. Landfill Cover Design
 - f. Final Cover Design
 - g. Site Operation Plans
 - h. Fill Plans
 - i. Grading Plans
 - j. Soil Use Plans
 - k. Airspace Usage Estimates and Projections
 - l. Groundwater Monitoring System
 - m. Groundwater Sampling and Analysis Plan
 - n. Sequence of Development
 - o. Landfill Gas Management Plan
 - p. Landfill Closure/Post-Closure Care Cost Estimates
 - q. Cost of Service Modeling
 - r. Stormwater Permitting
 - s. Composting Site Permitting and Development
 - t. Air Permitting and Permit Modifications
 - u. Odor Control
 - v. Floodplain Assessment and Management
 - w. Landscape and Irrigation Design
 - x. Infrastructure Design
 - y. Financial Assurance
- 2. CONSTRUCTION DOCUMENTS, TECHNICAL SPECIFICATIONS, AND CONSTRUCTION MANAGEMENT FOR LANDFILL RELATED CONSTRUCTION PROJECTS**
 - a. Final Plans, Contract Documents, and Specifications, Engineer's cost estimates
 - b. Bid Phase Services
 - c. Construction Phase Services
 - d. Conduct Construction Meetings
 - e. Review and Approve Shop Drawings, Field Orders, Change Orders, Construction Quantities, Pay Requests
 - f. Scheduling
 - g. Daily Updates
 - h. Construction Quality Assurance/Quality Control
 - i. Constant Communication, Evaluation and Re-Design as material costs increase

3. **ENVIRONMENTAL SERVICES**
 - a. Installation of the Groundwater Monitoring Wells and Landfill Gas Probes
 - b. Groundwater Sampling, Landfill Gas Sampling, Surface Water Monitoring and Analytical
4. **LANDFILL SAMPLING LABORATORY TESTING**
 - a. Statistical Evaluation
 - b. Regulatory Reporting
5. **LANDFILL PLANNING AND ENGINEERING SERVICES**
 - a. Periodic Ground and Aerial Surveying to update Available Airspace, Compaction Rate, Site Life Projections, and Target Grades for Site Development
 - b. Annual Municipal Solid Waste Report
 - c. Planning for Operational Issues
 - d. Leachate Storage and Disposal
 - e. Interior and Exterior Roads
 - f. Storm Water and Sediment Control
 - g. Stockpile Locations and Utilization
 - h. Borrow Area Grading and Utilization
6. **LANDFILL GAS SERVICES**
 - a. Landfill Gas Management Plan Development and Update
 - b. Gas Collection and Control System Design
 - c. Gas System and Control System Expansions
 - d. Planning
 - e. Design
 - f. Budgeting
 - g. Permitting
 - h. New Source Performance Standards Compliance, Gas Collection and Control System Troubleshooting and Landfill Gas Remediation Services as necessary at the site.
7. **LANDFILL RELATED DRONE AND SURVEYING SERVICES**
 - a. Physical Site Survey and/or Drone Flights
 - b. Collect Aerial Topography Data
 - c. Estimate Airspace Consumption
 - d. Determine Waste Settlement Rate Estimates.
 - e. Quarterly and Annual Surveys



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/19/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Holmes Murphy and Associates - Peoria 311 S.W. Water Street Suite 211 Peoria, IL 61602-4108	1-800-527-9049	CONTACT NAME: Linda Bomarito PHONE (A/C, No, Ext): 309-282-3903 E-MAIL ADDRESS: lbomarito@holmesmurphy.com FAX (A/C, No): 866-501-3945																					
INSURED Hanson Professional Services Inc. 1525 South 6th Street Springfield, IL 62703		<table border="1"><thead><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A:</td><td>XL SPECIALTY INS CO</td><td>37885</td></tr><tr><td>INSURER B:</td><td></td><td></td></tr><tr><td>INSURER C:</td><td></td><td></td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></tbody></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	XL SPECIALTY INS CO	37885	INSURER B:			INSURER C:			INSURER D:			INSURER E:			INSURER F:		
INSURER(S) AFFORDING COVERAGE		NAIC #																					
INSURER A:	XL SPECIALTY INS CO	37885																					
INSURER B:																							
INSURER C:																							
INSURER D:																							
INSURER E:																							
INSURER F:																							

COVERAGES

CERTIFICATE NUMBER: 61963267

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ OTHER \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ OTHER \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ OTHER \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability (Claims Made)			DPR9970443	01/01/21	01/01/22	Each Claim 10,000,000 Aggregate 10,000,000

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

Project: City of Edinburg MPSA - Misc. Civil Engineering PM/GAJ

CERTIFICATE HOLDER

City of Edinburg
Attn: Dalinda Cardenas

415 W. University Dr.

Edinburg, TX 78539

USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Dalinda Cardenas

© 1988-2015 ACORD CORPORATION. All rights reserved.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/19/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER TROXELL 214 South Grand Ave West P.O. Box 3757 Springfield IL 62704		CONTACT NAME: Heidi Gibson PHONE (A/C, No, Ext): (217) 321-3219 E-MAIL ADDRESS: hgibson@troxellins.com FAX (A/C, No): (217) 321-4219	
INSURED Hanson Professional Services Inc. 1525 South 6th Street Springfield IL 62703-2801		INSURER(S) AFFORDING COVERAGE INSURER A: Cincinnati Insurance Company INSURER B: Trumbull Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 10677 27120	

COVERAGES**CERTIFICATE NUMBER:** CL2111135097**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:			EPP0520969	01/01/2021	01/01/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS NON-OWNED AUTOS ONLY			83UENOL5498	01/01/2021	01/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 0			EPP0520969	01/01/2021	01/01/2022	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N ☐	N/A		EWC0473222	01/01/2021	01/01/2022	☒ PER STATUTE ☐ OTH-ER E.I. EACH ACCIDENT \$ 1,000,000 E.I. DISEASE - EA EMPLOYEE \$ 1,000,000 E.I. DISEASE - POLICY LIMIT \$ 1,000,000

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

Project: City of Edinburg MPSA, Misc Civil Engineering - GJ

City of Edinburg is additional insured in respects to the general liability and auto liability per written contract subject to the terms and conditions of the policies. Primary and non-contributory language applies. Waiver of Subrogation applies to General Liability, Auto Liability and Workers Compensation.

CERTIFICATE HOLDER**CANCELLATION**

City of Edinburg Attn: Dalinda Cardenas 415 W. University Dr Edinburg TX 78539	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.



CITY OF EDINBURG - CITY COUNCIL

Meeting Date: January 21, 2025

CONSENT AGENDA

Agenda Item No: 12.D.

FY 2025-2026 E-RATE Internet Access Grant

1. Agenda Item:

Consider Resolution Authorizing the City Manager to Apply and Submit a Grant Application to the Federal Communication Commission's Universal Service Administrative Company Under the Fiscal Year 2025-2026 E-Rate Grant Program for the Extension of Internet Access and Services and to Execute All Grant Documents Relating Thereto. [Leticia Leija, Director of Library and Cultural Arts]

2. Description:

The Federal Communication Commission's Universal Service Administrative Company – E-rate Grant program provides schools and libraries affordable access to advanced telecommunications services. The program provides 90 percent discounts on Internet service to eligible schools and libraries. The Dustin Michael Sekula Memorial Library seeks to apply to the E-rate Grant program for 3 Gigabytes of Internet Access and Service for the fourth of five voluntary extensions with service provider, Smartcom. The vendor is in good standing with the City and currently provides Internet service to City Facilities. The grant's duration is from July 01, 2024, through June 30, 2025.

The grant request will be for the maximum 90 percent in the approximate amount of \$18,306, with a required 10 percent match in the approximate amount of \$2,034, for a total project cost of \$20,340.

The Library has annually applied for and received this crucial federal funding since 1998. Monies for the City match have been budgeted in the Library's FY 2024-2025 General Fund Operating budget.

If the grant is awarded, the library staff will follow City grant reporting guidelines and Federal Communication Commission's Universal Service Administrative Company – E-rate Grant program guidelines. Procurement will adhere to federal guidelines and City policy.

If awarded, this grant opportunity will allow the library to save 90 percent on Internet access. If not authorized to apply and submit this grant application, the City will miss an opportunity to maximize grant funding and alleviate budget expenditures.

3. Staff's Recommendation:

Approve Resolution authorizing the City Manager to apply and submit a grant application to the Federal Communication Commission's Universal Service Administrative Company under the Fiscal Year 2025-2026 E-Rate Grant program for the extension of Internet Access and Services and to execute all grant documents relating thereto.

Reviewed by:

Nelda Ramirez, Assistant City Manager

Prepared by:

Leticia Leija, Director of
Library and Cultural Arts

Attachments:

A. E-Rate Resolution FY 2024-2025

RESOLUTION NO. ____

THE STATE OF TEXAS	§	AUTHORIZING THE CITY MANAGER TO APPLY AND SUBMIT A GRANT APPLICATION TO THE FEDERAL COMMUNICATION COMMISSION'S
COUNTY OF HIDALGO	§	UNIVERSAL SERVICE ADMINISTRATIVE COMPANY UNDER THE FY 2025-2026 E-RATE GRANT PROGRAM FOR INTERNET ACCESS TO
CITY OF EDINBURG	§	EXECUTE GRANT DOCUMENTS ON BEHALF OF THE DUSTIN MICHAEL SEKULA MEMORIAL LIBRARY.

WHEREAS, the Federal Communication Commission's Universal Service Administrative Company – E-rate Grant program provides schools and libraries affordable access to advanced telecommunications services; and

WHEREAS, the program provides 85 to 90 percent discounts on telecommunications services and Internet access to eligible schools and libraries; and

WHEREAS, historically, the Library has been awarded a 90 percent discount with the City match of 10 percent for Internet Access and Service; and

WHEREAS, the Edinburg City Council finds it in the best interest of the citizens of the City of Edinburg to apply to the Fiscal Year 2025-2026 Federal Communication Commission's Universal Service Administrative Company – E-rate Grant program for Internet Access and Service for 1-5 Gigabytes with voluntary extension over the next 5 years; and

WHEREAS, the Edinburg City Council designates the City Manager as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter, or terminate the grant on behalf of the applicant agency.

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

SECTION 1: INCORPORATION OF RECITALS. The City Council finds that the statements set forth in the Recitals of this Resolution are true and correct and the City Council hereby incorporates such Recitals as part of this Resolution.

SECTION 2: The City Council of the City of Edinburg, Texas, authorizes the City Manager to apply and submit the grant application for the Fiscal Year 2025-2026 Federal Communication Commission's Universal Service Administrative Company – E-rate Grant program.

SECTION 3: SEVERABILITY. If any section, part or provision of this Resolution is declared unconstitutional or invalid, by a court of competent jurisdiction, then in that event, it is

expressly provided and it is the intention of the City Council, in passing this Resolution, that its parts shall be severable, and all other parts of this Resolution shall not be affected thereby, and they shall remain in full force and effect.

SECTION 4: EFFECTIVE DATE. This Resolution shall be and remain in full force and effect from and after the date of its passage.

READ, CONSIDERED, PASSED and APPROVED at a regular meeting of the City Council of the City of Edinburg, Texas, at which a quorum was present and which was held in accordance with Vernon's Texas Codes Ann., Government Code, Section 551.041, on the 21st day of January, 2025.

CITY OF EDINBURG

By: _____
Ramiro Garza, Jr., Mayor

ATTEST:

By: _____
Clarice Y. Balderas, City Secretary

APPROVE AS TO FORM:

By: _____
Josephine Ramirez Solis, City Attorney



CITY OF EDINBURG - CITY COUNCIL

Meeting Date: January 21, 2025

CONSENT AGENDA

Agenda Item No: 12.E.

Quarterly Investment Report

1. **Agenda Item:**

Consider Approving the Quarterly Investment Report for the Period Ending December 31, 2024, Pursuant to the Public Funds Investment Act (PFIA). [Ascencion Alonzo, Director of Finance]

2. **Description:**

In accordance with the Public Funds Investment Act (Chapter 2256), I hereby submit the Quarterly Investment Report for your review and acceptance. The report is in full compliance with the investment strategies as established in the City of Edinburg's Investment Policy and the Public Funds Investment Act (Chapter 2256).

3. **Staff's Recommendation:**

Approve Quarterly Investment Report for period ending December 31, 2024.

Reviewed by:

Nelda Ramirez, Assistant City Manager

Prepared by:

Ascencion Alonzo, Director
of Finance

Attachments:

A. Quarterly Investment Report



January 21, 2025

Mayor Ramiro Garza
City Councilmembers

RE: Quarterly Investment Report for Quarter Ending December 2024/Statement of Compliance

The above-referenced report is hereby presented, pursuant to the Public Funds Investment Act (PFIA), for your review and acceptance.

This quarter's investments totaled \$131,232,268.62 which included internal transfers-in totaling \$10,259,378.10 and interest earned totaling \$1,407,277.69.

The PFIA also requires that the report contain a Statement of Compliance, signed by the Investment Officers, as presented below:

STATEMENT OF COMPLIANCE

This report complies with the requirements of the Public Investment Act as well as the City of Edinburg's adopted investment policy. The City follows all provisions of the Public Investment Act and the City's investment policy.

Presented by the City of Edinburg's Investment Officers:

Ascencion Alonzo, Investment Officer

Nelda Ramirez, Investment Officer



CITY OF EDINBURG
QUARTERLY INVESTMENT SUMMARY REPORT
QUARTER ENDING DECEMBER 31, 2024

	Texpool Investment Pool
COST	
Beginning Balance	\$ 119,565,612.83
Additions:	
Interfund Transfers-in (out)	10,259,378.10
Contributions	-
Investment earnings-Texpool	1,407,277.69
Investment earnings-	-
Deductions:	
Interfund Transfers-out	-
Disbursements	-
Ending Balance	<u><u>\$ 131,232,268.62</u></u>
MARKET VALUE	
Beginning Balance	<u><u>\$ 119,600,286.86</u></u>
Ending Balance	<u><u>\$ 131,250,641.14</u></u>
Weighted Average Maturity- Texpool	35
Texpool-Weighted Average Yield	4.73%

**CITY OF EDINBURG
HOLDINGS BY INVESTMENTS
QUARTERLY INVESTMENT REPORT
QUARTER ENDING DECEMBER 31, 2024**

<u>Type of Investment</u>	<u>Beginning Cost</u>	<u>Texpool Interest</u>	<u>Interfund Transfers</u>	<u>Disbursements</u>	<u>Ending Cost</u>	<u>Market Value</u>
Texpool:						
Revenue Bonds Reserve #7938100005	\$ 3,534,215.85	\$ 42,346.35	\$ -	\$ -	\$ 3,576,562.20	\$ 3,577,062.92
Utility I & S #7938100007	40,494.58	7,461.73	1,928,137.00	-	1,976,093.31	1,976,369.96
Pooled Cash Operating #7938100040	636,061.29	7,621.17	-	-	643,682.46	643,772.58
Pooled Cash Contingency #7938100041	-	-	-	-	-	-
Utility Fund Rev Bond Series 2021 #7938100043	5,660,646.71	69,588.71	285,000.00	-	6,015,235.42	6,016,077.55
SWM Fund CO Series 2021 #7938100044	12,979,789.74	154,977.86	(83,367.50)	-	13,051,400.10	13,053,227.30
American Rescue Plan Act of 2021 #7938100045	11,281,200.43	120,596.42	(2,155,133.09)	-	9,246,663.76	9,247,958.29
2023 CO Com Tax & Rev Ser SIB Loan #7938100046	6,773,024.27	81,153.18	-	-	6,854,177.45	6,855,137.03
General #7938100047	18,619,145.31	197,763.69	9,968,710.98	-	28,785,619.98	28,789,649.97
T.C.S.A #7938100048	1,427,747.25	17,328.55	35,800.00	-	1,480,875.80	1,481,083.12
Hotel Occupancy Tax #7938100049	1,522,228.76	17,836.33	(55,653.30)	-	1,484,411.79	1,484,619.61
Municipal Court Special Revenue #7938100050	610,209.31	7,434.14	24,400.00	-	642,043.45	642,133.34
City Secretary Special Revenue #7938100051	250,699.49	3,039.57	7,100.00	-	260,839.06	260,875.58
Public Education & Government #7938100052	410,880.97	4,839.90	(22,993.99)	-	392,726.88	392,781.86
Parkland Dedication #7938100053	780,458.53	9,897.80	88,300.00	-	878,656.33	878,779.34
C.O. Series 2021A #7938100054	13,407,945.54	158,298.21	(287,005.85)	-	13,279,237.90	13,281,096.99
Debt Service #7938100055	818,933.43	9,937.01	24,800.00	-	853,670.44	853,789.95
Utility #7938100056	6,766,020.17	74,092.50	(1,928,137.00)	-	4,911,975.67	4,912,663.35
Solid Waste Management #7938100057	9,502,877.33	126,858.64	2,100,000.00	-	11,729,735.97	11,731,378.13
South Texas International Airport #7938100058	982,803.34	10,361.67	(301,705.51)	-	691,459.50	691,556.30
Ebony Hills Golf Course #7938100059	92,631.18	807.06	(51,065.94)	-	42,372.30	42,378.23
Los Lagos Golf Club #7938100060	85,165.74	1,020.48	-	-	86,186.22	86,198.29
Developers Trust Escrow #7938100061	7,281,344.55	93,582.14	1,012,574.35	-	8,387,501.04	8,388,675.29
G.O. Series 2019 #7938100062	16,101,089.06	189,784.25	(459,671.42)	-	15,831,201.89	15,833,418.26
Police Dept. Local Seized Money #7938100063	0.00	650.33	129,289.37		129,939.70	129,957.89
Total	\$ 119,565,612.83	\$ 1,407,277.69	\$ 10,259,378.10	\$ -	\$ 131,232,268.62	\$ 131,250,641.14

Texpool Investments Detail Activity
Quarter Ending December 31, 2024

REVENUE BONDS RESERVE ACCOUNT #7938100005

		Income				Ending Balance
	Opening balance:	Texpool Interest	Contributions	Interfund Transfers	Disbursements	
October	3,534,215.85	14,747.28	0.00	0.00	0.00	3,548,963.13
November	3,548,963.13	13,797.85	0.00	0.00	0.00	3,562,760.98
December	3,562,760.98	13,801.22	0.00	0.00	0.00	3,576,562.20
		<u>42,346.35</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	

UTILITY I & S ACCOUNT #7938100007

		Income				Ending Balance
	Opening balance:	Texpool Interest	Contributions	Interfund Transfers	Disbursements	
October	40,494.58	168.96	0.00	0.00	0.00	40,663.54
November	40,663.54	158.06	0.00	0.00	0.00	40,821.60
December	40,821.60	7,134.71	0.00	1,928,137.00	0.00	1,976,093.31
		<u>7,461.73</u>	<u>0.00</u>	<u>1,928,137.00</u>	<u>0.00</u>	

POOLED CASH OPERATING #7938100040

		Income				Ending Balance
	Opening balance:	Texpool Interest	Contributions	Interfund Transfers	Disbursements	
October	636,061.29	2,654.12	0.00	0.00	0.00	638,715.41
November	638,715.41	2,483.22	0.00	0.00	0.00	641,198.63
December	641,198.63	2,483.83	0.00	0.00	0.00	643,682.46
		<u>7,621.17</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	

POOLED CASH CONTINGENCY #7938100041

		Income				Ending Balance
	Opening balance:	Texpool Interest	Contributions	Interfund Transfers	Disbursements	
October	0.00	0.00	0.00	0.00	0.00	0.00
November	0.00	0.00	0.00	0.00	0.00	0.00
December	0.00	0.00	0.00	0.00	0.00	0.00
		<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	

UTILITY FUND REV BOND SERIES 2021 #7938100043

		Income				Ending Balance
	Opening balance:	Texpool Interest	Contributions	Interfund Transfers	Disbursements	
October	5,660,646.71	23,620.29	0.00	0.00	0.00	5,684,267.00
November	5,684,267.00	22,756.92	0.00	285,000.00	0.00	5,992,023.92
December	5,992,023.92	23,211.50	0.00	0.00	0.00	6,015,235.42
		<u>69,588.71</u>	<u>0.00</u>	<u>285,000.00</u>	<u>0.00</u>	

SWM FUND CO SERIES 2021 #7938100044

		Income				Ending Balance
	Opening balance:	Texpool Interest	Contributions	Interfund Transfers	Disbursements	
October	12,979,789.74	54,116.63	0.00	(47,430.00)	0.00	12,986,476.37
November	12,986,476.37	50,489.58	0.00	0.00	0.00	13,036,965.95
December	13,036,965.95	50,371.65	0.00	(35,937.50)	0.00	13,051,400.10
		<u>154,977.86</u>	<u>0.00</u>	<u>(83,367.50)</u>	<u>0.00</u>	

AMERICAN RESCUE PLAN ACT OF 2021 #7938100045

Income						
	Opening balance:	Texpool Interest	Contributions	Interfund Transfers	Disbursements	Ending Balance
October	11,281,200.43	45,831.77	0.00	(1,328,352.94)	0.00	9,998,679.26
November	9,998,679.26	38,873.43	0.00	0.00	0.00	10,037,552.69
December	10,037,552.69	35,891.22	0.00	(826,780.15)	0.00	9,246,663.76
		<u>120,596.42</u>	<u>0.00</u>	<u>(2,155,133.09)</u>	<u>0.00</u>	

2023 CO COM TAX & REV SER SIB LOAN #7938100046

Income						
	Opening balance:	Texpool Interest	Contributions	Interfund Transfers	Disbursements	Ending Balance
October	6,773,024.27	28,261.93	0.00	0.00	0.00	6,801,286.20
November	6,801,286.20	26,442.43	0.00	0.00	0.00	6,827,728.63
December	6,827,728.63	26,448.82	0.00	0.00	0.00	6,854,177.45
		<u>81,153.18</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	

GENERAL #7938100047

Income						
	Opening balance:	Texpool Interest	Contributions	Interfund Transfers	Disbursements	Ending Balance
October	18,619,145.31	77,692.42	0.00	0.00	0.00	18,696,837.73
November	18,696,837.73	61,801.76	0.00	(5,000,000.00)	0.00	13,758,639.49
December	13,758,639.49	58,269.51	0.00	14,968,710.98	0.00	28,785,619.98
		<u>197,763.69</u>	<u>0.00</u>	<u>9,968,710.98</u>	<u>0.00</u>	

T.C.S.A. #7938100048

Income						
	Opening balance:	Texpool Interest	Contributions	Interfund Transfers	Disbursements	Ending Balance
October	1,427,747.25	5,957.56	0.00	0.00	0.00	1,433,704.81
November	1,433,704.81	5,656.64	0.00	35,800.00	0.00	1,475,161.45
December	1,475,161.45	5,714.35	0.00	0.00	0.00	1,480,875.80
		<u>17,328.55</u>	<u>0.00</u>	<u>35,800.00</u>	<u>0.00</u>	

HOTEL OCCUPANCY TAX #7938100049

Income						
	Opening balance:	Texpool Interest	Contributions	Interfund Transfers	Disbursements	Ending Balance
October	1,522,228.76	6,314.94	0.00	(39,494.47)	0.00	1,489,049.23
November	1,489,049.23	5,789.23	0.00	0.00	0.00	1,494,838.46
December	1,494,838.46	5,732.16	0.00	(16,158.83)	0.00	1,484,411.79
		<u>17,836.33</u>	<u>0.00</u>	<u>(55,653.30)</u>	<u>0.00</u>	

MUNICIPAL COURT SPECIAL REVENUE #7938100050

Income						
	Opening balance:	Texpool Interest	Contributions	Interfund Transfers	Disbursements	Ending Balance
October	610,209.31	2,546.23	0.00	0.00	0.00	612,755.54
November	612,755.54	2,410.41	0.00	24,400.00	0.00	639,565.95
December	639,565.95	2,477.50	0.00	0.00	0.00	642,043.45
		<u>7,434.14</u>	<u>0.00</u>	<u>24,400.00</u>	<u>0.00</u>	

CITY SECRETARY SPECIAL REVENUE #7938100051

Income						
	Opening balance:	Texpool Interest	Contributions	Interfund Transfers	Disbursements	Ending Balance
October	250,699.49	1,046.13	0.00	0.00	0.00	251,745.62
November	251,745.62	986.92	0.00	7,100.00	0.00	259,832.54
December	259,832.54	1,006.52	0.00	0.00	0.00	260,839.06
		<u>3,039.57</u>	<u>0.00</u>	<u>7,100.00</u>	<u>0.00</u>	

PUBLIC EDUCATION & GOVERNMENT #7938100052

Income						
	Opening balance:	Texpool Interest	Contributions	Interfund Transfers	Disbursements	Ending Balance
October	410,880.97	1,714.50	0.00	0.00	0.00	412,595.47
November	412,595.47	1,604.11	0.00	0.00	0.00	414,199.58
December	414,199.58	1,521.29	0.00	(22,993.99)	0.00	392,726.88
		<u>4,839.90</u>	<u>0.00</u>	<u>(22,993.99)</u>	<u>0.00</u>	

PARKLAND DEDICATION #7938100053

Income						
	Opening balance:	Texpool Interest	Contributions	Interfund Transfers	Disbursements	Ending Balance
October	780,458.53	3,256.63	0.00	0.00	0.00	783,715.16
November	783,715.16	3,250.61	0.00	88,300.00	0.00	875,265.77
December	875,265.77	3,390.56	0.00	0.00	0.00	878,656.33
		<u>9,897.80</u>	<u>0.00</u>	<u>88,300.00</u>	<u>0.00</u>	

C.O. SERIES 2021A #7938100054

Income						
	Opening balance:	Texpool Interest	Contributions	Interfund Transfers	Disbursements	Ending Balance
October	13,407,945.54	55,706.61	0.00	(257,805.85)	0.00	13,205,846.30
November	13,205,846.30	51,342.45	0.00	0.00	0.00	13,257,188.75
December	13,257,188.75	51,249.15	0.00	(29,200.00)	0.00	13,279,237.90
		<u>158,298.21</u>	<u>0.00</u>	<u>(287,005.85)</u>	<u>0.00</u>	

DEBT SERVICE #7938100055

Income						
	Opening balance:	Texpool Interest	Contributions	Interfund Transfers	Disbursements	Ending Balance
October	818,933.43	3,417.20	0.00	0.00	0.00	822,350.63
November	822,350.63	3,225.72	0.00	24,800.00	0.00	850,376.35
December	850,376.35	3,294.09	0.00	0.00	0.00	853,670.44
		<u>9,937.01</u>	<u>0.00</u>	<u>24,800.00</u>	<u>0.00</u>	

UTILITY #7938100056

Income						
	Opening balance:	Texpool Interest	Contributions	Interfund Transfers	Disbursements	Ending Balance
October	6,766,020.17	28,232.64	0.00	0.00	0.00	6,794,252.81
November	6,794,252.81	26,415.02	0.00	0.00	0.00	6,820,667.83
December	6,820,667.83	19,444.84	0.00	(1,928,137.00)	0.00	4,911,975.67
		<u>74,092.50</u>	<u>0.00</u>	<u>(1,928,137.00)</u>	<u>0.00</u>	

SOLID WASTE MANAGEMENT #7938100057

Income						
	Opening balance:	Texpool Interest	Contributions	Interfund Transfers	Disbursements	Ending Balance
October	9,502,877.33	39,652.81	0.00	0.00	0.00	9,542,530.14
November	9,542,530.14	41,943.35	0.00	2,100,000.00	0.00	11,684,473.49
December	11,684,473.49	45,262.48	0.00	0.00	0.00	11,729,735.97
		<u>126,858.64</u>	<u>0.00</u>	<u>2,100,000.00</u>	<u>0.00</u>	

SOUTH TEXAS INTERNATIONAL AIRPORT #7938100058

Income						
	Opening balance:	Texpool Interest	Contributions	Interfund Transfers	Disbursements	Ending Balance
October	982,803.34	4,041.88	0.00	(63,226.52)	0.00	923,618.70
November	923,618.70	3,590.91	0.00	0.00	0.00	927,209.61
December	927,209.61	2,728.88	0.00	(238,478.99)	0.00	691,459.50
		<u>10,361.67</u>	<u>0.00</u>	<u>(301,705.51)</u>	<u>0.00</u>	

EBONY HILLS GOLF COURSE #7938100059

Income						
	Opening balance:	Texpool Interest	Contributions	Interfund Transfers	Disbursements	Ending Balance
October	92,631.18	364.88	0.00	(23,147.02)	0.00	69,849.04
November	69,849	271.58	0.00	0.00	0.00	70,120.62
December	70,121	170.60	0.00	(27,918.92)	0.00	42,372.30
		<u>807.06</u>	<u>0.00</u>	<u>(51,065.94)</u>	<u>0.00</u>	

LOS LAGOS GOLF COURSE #7938100060

Income						
	Opening balance:	Texpool Interest	Contributions	Interfund Transfers	Disbursements	Ending Balance
October	85,165.74	355.38	0.00	0.00	0.00	85,521.12
November	85,521.12	332.50	0.00	0.00	0.00	85,853.62
December	85,853.62	332.60	0.00	0.00	0.00	86,186.22
		<u>1,020.48</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	

DEVELOPERS TRUST ESCROW #7938100061

Income						
	Opening balance:	Texpool Interest	Contributions	Interfund Transfers	Disbursements	Ending Balance
October	7,281,344.55	30,383.01	0.00	0.00	0.00	7,311,727.56
November	7,311,727.56	30,826.48	0.00	1,040,400.00	0.00	8,382,954.04
December	8,382,954.04	32,372.65	0.00	\$ (27,825.65)	0.00	8,387,501.04
		<u>93,582.14</u>	<u>0.00</u>	<u>1,012,574.35</u>	<u>0.00</u>	

G.O. S SERIES 2019 #7938100062

Income						
	Opening balance:	Texpool Interest	Contributions	Interfund Transfers	Disbursements	Ending Balance
October	16,101,089.06	66,915.42	0.00	(288,783.61)	0.00	15,879,220.87
November	15,879,220.87	61,736.16	0.00	0.00	0.00	15,940,957.03
December	15,940,957.03	61,132.67	0.00	(170,887.81)	0.00	15,831,201.89
		<u>189,784.25</u>	<u>0.00</u>	<u>(459,671.42)</u>	<u>0.00</u>	

POLICE DEPT. LOCAL SEIZED MONEY #7938100063

		Income				Ending Balance
	Opening balance:	Texpool Interest	Contributions	Interfund Transfers	Disbursements	
October	0.00	0.00	0.00	0.00	0.00	0.00
November	0.00	148.91	0.00	129,289.37	0.00	129,438.28
December	129,438.28	501.42	0.00	0.00	0.00	129,939.70
		<u>650.33</u>	<u>0.00</u>	<u>129,289.37</u>	<u>0.00</u>	



Monthly Newsletter: January 2025

ANNOUNCEMENTS

National Day Of Mourning

A decision regarding the status of TexPool and TexPool Prime on January 9, 2025, is currently pending. This date has been designated as a National Day of Mourning in honor of former US President Jimmy Carter. Please check the website regularly for updates as decisions are finalized.

We welcome the following entities who joined TexPool in December 2024:

TexPool

Mission Economic Development Authority
Frio County

TexPool Prime

Mission Economic Development Authority
Frio County
Wilson ISD

Upcoming Events

1/26/2025

Texas Association of School Administrators (TASA) Midwinter conference 2025
Austin, TX

2/23/2025

Government Treasurers' Organization of Texas (GTOT) Winter Seminar
San Antonio, TX

TexPool Advisory Board Members

Patrick Krishock	David Landeros
Belinda Weaver	Sharon Matthews
Deborah Lauder milk	Dina Edgar
Valarie Van Vlack	

Overseen by the State of Texas Comptroller of Public Accounts Glenn Hegar

Operated under the supervision of the Texas Treasury Safekeeping Trust Company

Economic and Market Commentary: A gorgeous vista greets cash managers in 2025

January 1, 2025

After a year of ever-changing clouds, monetary policy looks clearer in 2025. The Federal Reserve seems to finally have realized it miscalculated in September by slashing rates. Inflation had already plateaued, and the labor market was weakening, but hardly weak. Faced with a strong economy, officials have wised up to the reality that policy must be restrictive for longer and now project just two quarter-point cuts this year. In retrospect, it's odd that Chair Jerome Powell eagerly supported the easing campaign, as he consistently says he wants to avoid the Fed's mistake of easing too early in the 1970s. He has to be careful. Losing favor with Trump has nothing on losing credibility with investors or his colleagues—the latter hinted at with recent Federal Open Market Committee dissents. But if this newly cautious Fed makes good on its revised projections, the slower pace is great news for liquidity products, as it could mean yields will be even more attractive.

It's problematic enough that inflation has been persistent. If it starts to meaningfully rise, look out. But that's the danger of some of the policies Trump has promised to enact. While the post-Covid economy has not followed textbooks, a potential combination of more federal tax cuts, expanded government expenditures, additional tariffs and significant

(continued page 6)

Performance as of December 31, 2024

	TexPool	TexPool Prime
Current Invested Balance	\$35,006,243,789	\$14,714,761,490
Weighted Average Maturity**	33 Days	48 Days
Weighted Average Life**	90 Days	55 Days
Net Asset Value	1.00014	1.00016
Total Number of Participants	2,907	637
Management Fee on Invested Balance	0.0450%	0.0550%
Interest Distributed	\$125,381,824.49	\$52,790,996.12
Management Fee Collected	\$1,141,291.31	\$618,698.32
Current S&P Global Rating	AAAm	AAAm

Month Averages

Average Invested Balance	\$32,394,320,531	\$13,243,823,153
Average Monthly Rate*	4.56%	4.69%
Average Weighted Average Maturity**	37	53
Average Weighted Average Life**	99	65

*This average monthly rate for TexPool Prime for each date may reflect a waiver of some portion or all of each of the management fees.

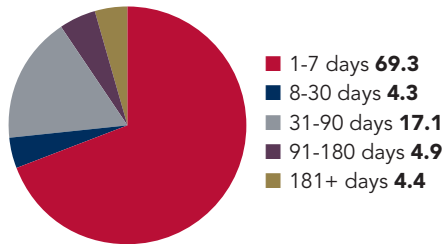
**See page 2 for definitions.

Past performance is no guarantee of future results.



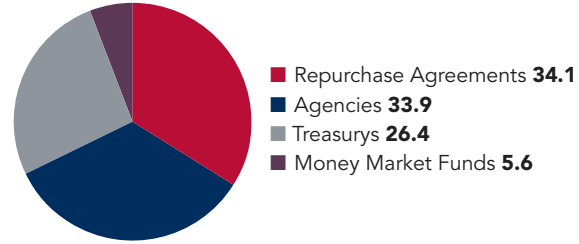
Portfolio by Maturity (%)

As of December 31, 2024



Portfolio by Type of Investment (%)

As of December 31, 2024



Portfolio Asset Summary as of December 31, 2024

	Book Value	Market Value
Uninvested Balance	-\$156.29	-\$156.29
Receivable for Investments Sold	0.00	0.00
Accrual of Interest Income	102,446,087.46	102,446,087.46
Interest and Management Fees Payable	-125,381,738.04	-125,381,738.04
Payable for Investments Purchased	0.00	0.00
Accrued Expenses & Taxes	-39,386.61	-39,386.61
Repurchase Agreements	11,945,937,000.00	11,945,937,000.00
Mutual Fund Investments	1,967,085,200.00	1,967,085,200.00
Government Securities	11,854,968,606.88	11,855,343,495.09
US Treasury Bills	7,586,389,952.42	7,592,161,945.45
US Treasury Notes	1,674,838,222.84	1,675,336,327.95
Total	\$35,006,243,788.66	\$35,012,888,775.01

Market value of collateral supporting the Repurchase Agreements is at least 102% of the Book Value. The portfolio is managed by Federated Investment Counseling and the assets are safe kept in a separate custodial account at State Street Bank in the name of TexPool. The only source of payment to the Participants is the assets of TexPool. There is no secondary source of payment for the pool such as insurance or State guarantee. Should you require a copy of the portfolio, please contact TexPool Participant Services.

Participant Summary

	Number of Participants	Balance
School District	635	\$10,425,852,158.06
Higher Education	60	\$1,782,254,163.88
County	202	\$4,201,190,595.32
Healthcare	95	\$1,793,310,904.33
Utility District	943	\$5,203,772,806.81
City	512	\$8,910,179,022.38
Emergency Districts	114	\$438,628,588.36
Economic Development Districts	95	\$211,856,972.52
Transit/Toll Authorities	15	\$713,529,324.61
River/Port Authorities	18	\$398,873,083.04
Other	218	\$928,300,505.58

**Definition of Weighted Average Maturity and Weighted Average Life

WAM is the mean average of the periods of time remaining until the securities held in the fund's portfolio (a) are scheduled to be repaid, (b) would be repaid upon a demand by the fund or (c) are scheduled to have their interest rate readjusted to reflect current market rates. For government variable rate securities, if the interest rate is readjusted no less frequently than every 397 calendar days, the security shall be deemed to have a maturity equal to the period remaining until the next readjustment of the interest rate. For non-government variable rate securities, if the security has a scheduled maturity of 397 days or less the security is treated as maturing on the earlier of the date the security is scheduled to be repaid through demand or the period remaining until the next readjustment of the interest rate. If the variable rate security has a scheduled maturity that is more than 397 days it is the later of those two dates. The mean is weighted based on the percentage of the market value of the portfolio invested in each period.

WAL is calculated in the same manner as WAM, but is based solely on the periods of time remaining until the securities held in TexPool (a) are scheduled to be repaid or (b) would be repaid upon a demand by TexPool, without reference to when interest rates of securities within TexPool.



Daily Summary

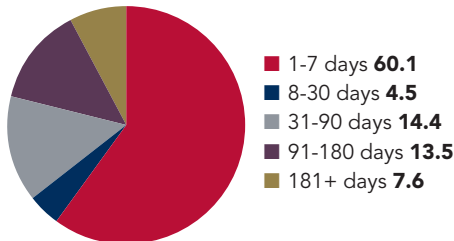
Date	Money Mkt. Fund Equiv. (SEC Std.)	Dividend Factor	TexPool Invested Balance	NAV	WAM Days	WAL Days
12/1	4.6683%	0.000127898	\$31,334,960,457.45	1.00011	40	101
12/2	4.6549%	0.000127531	\$31,503,259,892.71	1.00008	38	100
12/3	4.6641%	0.000127784	\$31,534,052,065.51	1.00012	38	100
12/4	4.6360%	0.000127013	\$31,512,118,549.27	1.00014	38	102
12/5	4.6141%	0.000126414	\$31,521,914,903.20	1.00015	37	101
12/6	4.6025%	0.000126095	\$31,480,910,770.34	1.00012	38	101
12/7	4.6025%	0.000126095	\$31,480,910,770.34	1.00012	38	101
12/8	4.6025%	0.000126095	\$31,480,910,770.34	1.00012	38	101
12/9	4.6228%	0.000126652	\$31,494,157,966.39	1.00011	38	100
12/10	4.6250%	0.000126713	\$31,525,119,096.48	1.00011	38	99
12/11	4.6250%	0.000126712	\$31,596,624,325.79	1.00014	37	99
12/12	4.6093%	0.000126281	\$31,484,536,101.88	1.00015	38	102
12/13	4.6094%	0.000126286	\$31,630,137,670.02	1.00012	39	102
12/14	4.6094%	0.000126286	\$31,630,137,670.02	1.00012	39	102
12/15	4.6094%	0.000126286	\$31,630,137,670.02	1.00012	39	102
12/16	4.6078%	0.000126242	\$31,688,151,409.88	1.00013	38	101
12/17	4.6127%	0.000126376	\$31,483,184,638.60	1.00013	38	101
12/18	4.5965%	0.000125932	\$31,566,195,679.80	1.00010	38	100
12/19	4.5270%	0.000124028	\$31,984,289,382.65	1.00012	36	100
12/20	4.4328%	0.000121446	\$32,295,648,926.62	1.00010	37	101
12/21	4.4328%	0.000121446	\$32,295,648,926.62	1.00010	37	101
12/22	4.4328%	0.000121446	\$32,295,648,926.62	1.00010	37	101
12/23	4.4233%	0.000121186	\$32,772,917,586.58	1.00011	37	99
12/24	4.4459%	0.000121806	\$32,809,990,831.52	1.00011	37	98
12/25	4.4459%	0.000121806	\$32,809,990,831.52	1.00011	37	98
12/26	4.5021%	0.000123344	\$34,501,011,652.09	1.00010	35	94
12/27	4.5344%	0.000124231	\$34,919,301,939.83	1.00010	35	93
12/28	4.5344%	0.000124231	\$34,919,301,939.83	1.00010	35	93
12/29	4.5344%	0.000124231	\$34,919,301,939.83	1.00010	35	93
12/30	4.4962%	0.000123184	\$35,117,219,390.39	1.00011	33	90
12/31	4.4769%	0.000122655	\$35,006,243,788.66	1.00014	33	90
Averages:	4.5610%	0.000124959	\$32,394,320,531.32	1.00012	37	99



TEXPOOL Prime

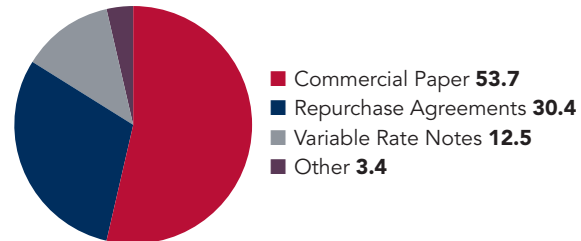
Portfolio by Maturity (%)

As of December 31, 2024



Portfolio by Type of Investment (%)

As of December 31, 2024



Portfolio Asset Summary as of December 31, 2024

	Book Value	Market Value
Uninvested Balance	\$1,323.61	\$1,323.61
Receivable for Investments Sold	0.00	0.00
Accrual of Interest Income	15,551,511.58	15,551,511.58
Interest and Management Fees Payable	-52,791,319.98	-52,791,319.98
Payable for Investments Purchased	0.00	0.00
Accrued Expenses & Taxes	-22,172.93	-22,172.93
Repurchase Agreements	4,488,874,000.00	4,488,874,000.00
Commercial Paper	8,461,148,147.26	8,463,581,658.26
Mutual Fund Investments	500,000,000.00	500,000,000.00
Government Securities	0.00	0.00
Variable Rate Notes	1,302,000,000.00	1,302,244,241.60
Total	\$14,714,761,489.54	\$14,717,439,242.14

Market value of collateral supporting the Repurchase Agreements is at least 102% of the Book Value. The portfolio is managed by Federated Investment Counseling and the assets are safe kept in a separate custodial account at State Street Bank in the name of TexPool Prime. The assets of TexPool Prime are the only source of payments to the Participants. There is no secondary source of payment for the pool such as insurance or State guarantee. Should you require a copy of the portfolio, please contact TexPool Participant Services

Participant Summary

	Number of Participants	Balance
School District	170	\$4,744,876,545.91
Higher Education	19	\$945,575,877.84
County	56	\$1,652,520,021.38
Healthcare	24	\$506,376,671.11
Utility District	84	\$462,171,611.03
City	124	\$2,530,640,438.51
Emergency Districts	37	\$148,747,238.79
Economic Development Districts	25	\$59,439,192.24
Transit/Toll Authorities	10	\$1,285,396,595.58
River/Port Authorities	8	\$708,594,247.50
Other	80	\$1,670,635,163.82



TEXPOOL Prime

Daily Summary

Date	Money Mkt. Fund Equiv. (SEC Std.)	Dividend Factor	TexPool Prime Invested Balance	NAV	WAM Days	WAL Days
12/1	4.7951%	0.000131373	\$12,944,297,891.62	1.00016	51	70
12/2	4.7812%	0.000130992	\$12,975,807,535.35	1.00020	49	68
12/3	4.7872%	0.000131157	\$13,048,111,364.24	1.00022	48	67
12/4	4.7750%	0.000130821	\$13,046,661,688.85	1.00022	48	67
12/5	4.7662%	0.000130580	\$13,090,707,441.23	1.00023	47	65
12/6	4.7509%	0.000130163	\$12,990,844,631.98	1.00010	52	69
12/7	4.7509%	0.000130163	\$12,990,844,631.98	1.00010	52	69
12/8	4.7509%	0.000130163	\$12,990,844,631.98	1.00010	52	69
12/9	4.7655%	0.000130561	\$13,022,958,276.55	1.00021	53	67
12/10	4.7449%	0.000129996	\$12,999,431,020.18	1.00022	57	72
12/11	4.7466%	0.000130045	\$12,991,548,661.78	1.00022	57	71
12/12	4.7396%	0.000129852	\$12,864,871,424.26	1.00022	57	70
12/13	4.7341%	0.000129701	\$12,893,813,238.32	1.00007	57	70
12/14	4.7341%	0.000129701	\$12,893,813,238.32	1.00007	57	70
12/15	4.7341%	0.000129701	\$12,893,813,238.32	1.00007	57	70
12/16	4.7244%	0.000129436	\$12,896,309,758.17	1.00019	55	66
12/17	4.7224%	0.000129380	\$13,004,456,413.57	1.00018	55	65
12/18	4.7155%	0.000129192	\$12,911,601,116.92	1.00018	55	65
12/19	4.6293%	0.000126829	\$12,999,617,458.47	1.00019	54	64
12/20	4.5999%	0.000126026	\$12,911,305,856.30	1.00006	54	65
12/21	4.5999%	0.000126026	\$12,911,305,856.30	1.00006	54	65
12/22	4.5999%	0.000126026	\$12,911,305,856.30	1.00006	54	65
12/23	4.5893%	0.000125734	\$12,993,946,228.76	1.00019	52	62
12/24	4.6050%	0.000126164	\$13,273,930,527.52	1.00011	51	60
12/25	4.6050%	0.000126164	\$13,273,930,527.52	1.00011	51	60
12/26	4.6410%	0.000127152	\$14,009,631,502.28	1.00016	51	60
12/27	4.6395%	0.000127109	\$14,241,038,891.62	1.00002	52	60
12/28	4.6395%	0.000127109	\$14,241,038,891.62	1.00002	52	60
12/29	4.6395%	0.000127109	\$14,241,038,891.62	1.00002	52	60
12/30	4.6135%	0.000126397	\$14,384,929,558.61	1.00016	49	57
12/31	4.6166%	0.000126481	\$14,714,761,489.54	1.00016	48	55
Averages:	4.6947%	0.000128623	\$13,243,823,152.91	1.00014	53	65

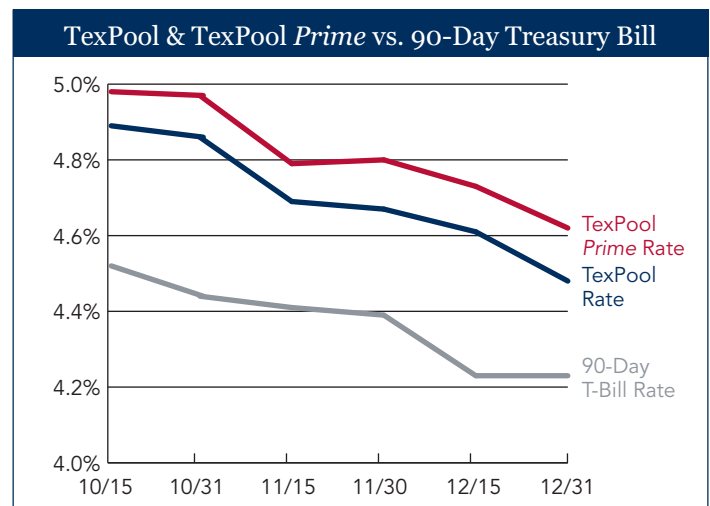


Participant Services
1001 Texas Ave. Suite 1150
Houston, TX 77002

deportations could increase price pressures. While that might not be felt in 2025, the Fed might try to counter fiscal policy by further slowing the pace of cuts. The potential impact on liquidity products? See the previous paragraph's last sentence above, with an emphasis on "even more."

Trump's desire to reduce regulations is sure to be disruptive, but might lead to calm at the SEC—and less market interference. The majority of the five commissioners will flip Republican, and the new administration has a pro-business agenda. The private sector is going to have more input, too. Outgoing Chair Gary Gensler had an adversarial relationship with financial institutions and issued many rules, some we feel were unnecessary, without proper dialogue with market participants. A healthy dynamic between the agency and markets should emerge if Trump's nominee, Paul Atkins, is confirmed. Expect more sensible regulations and attempts to rollback some onerous ones implemented under Gensler.

At the end of the month, yields on 1-, 3-, 6- and 12-month US Treasuries were 4.28%, 4.32%, 4.28% and 4.15%, respectively.



90-Day Treasury Bill is a short-term debt instrument backed by the national government. These are used to collect immediate cash to meet outstanding obligations.

Any private investor can invest in a Treasury bill. The 90-Day Treasury Bill is a weighted average rate of the weekly auctions of 90-Day Treasury Bills.

Past performance is no guarantee of future results.

Tips for Preventing Financial Fraud

With cyber-crime and other social engineering attacks on the rise, TexPool offers tips, resources, and other suggestions to help protect your participating entity from potential financial fraud. Please visit the Financial Fraud Prevention page on [TexPool.com](https://www.texpool.com) to learn more.



CITY OF EDINBURG - CITY COUNCIL

Meeting Date: January 21, 2025

CONSENT AGENDA

Agenda Item No: 12.F.

Investment Policy

1. Agenda Item:

Consider Resolution Approving Annual Review of the City of Edinburg's Investment Policy.
[Ascencion Alonzo, Director of Finance]

2. Description:

Under the Public Funds Investment Act, Article 342a-2 V.T.C.S. (The "Act"), the City Council of the City of Edinburg shall review and adopt, by resolution, its investment strategy and policy at least annually. The City Council must adopt an investment policy which will designate its investment offers to manage local funds and submit to the governing body, quarterly and annual investment reports. All investments made on behalf of the City of Edinburg must comply with the "Public Funds Investment Act" and all federal, state and local statutes, rules or regulations. Since 1997, the Act has required that the governing body approve the investment training sessions. City staff has performed the annual review of the City of Edinburg's Investment Policy and Strategy and acknowledges that the policy attached is in full compliance with the current Public Funds Investment Act.

3. Staff's Recommendation:

Approve Resolution Approving Annual Review of the City of Edinburg's Investment Policy.

Reviewed by:

Nelda Ramirez, Assistant City Manager

Prepared by:

Ascencion Alonzo, Director
of Finance

Attachments:

- A. Investment Policy Resolution
- B. Investment Policy

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY OF EDINBURG,
TEXAS APPROVING AN INVESTMENT POLICY**

WHEREAS, Chapter 2256 of the Texas Government Code, commonly known as the Public Funds Investment Act, requires the City to adopt an investment policy by rule, order, ordinance, or resolution; and

WHEREAS, the Public Funds Investment Act requires the investment officers of the City to attend investment training; and

WHEREAS, the City of Edinburg approves of the investment training from an independent source that will be approved or endorsed by either the Government Finance Officers Association, Government Finance Officers Association of Texas, the Government Treasurers Organization of Texas, the Texas Municipal League or the North Central Texas Council of Governments; and

WHEREAS, the investment officers of the City have attended an investment training course sponsored by the Government Finance Officers Association, Government Finance Officers Association of Texas, the Government Treasurers Organization of Texas, the Texas Municipal League, or the North Central Texas Council of Governments as required by the Public Funds Investment Act; and

WHEREAS, the investment policy, attached as Exhibit A, complies with the Public Funds Investment Act, as amended, and authorizes the investment of City funds in safe and prudent investments.

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

SECTION 1: INCORPORATION OF RECITALS. The City Council finds that the statements set forth in the Recitals of this Resolution are true and correct and the City Council hereby incorporates such Recitals as part of this Resolution.

SECTION 2. That the City of Edinburg has complied with the requirements of the Public Funds Investment Act, and the Investment Policy attached hereto is hereby adopted as the investment policy of the City effective January 21, 2025.

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 the regular meeting on the 21st 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.

EDINBURG, TEXAS

Ramiro Garza, Jr., Mayor

ATTEST:

Clarice Y. Balderas, City Secretary

APPROVED AS TO FORM:

Josephine Ramirez Solis, City Attorney

Investment Policy

I. Scope

This policy complies with the Texas Public Funds Investment Act and applies to the investment of short-term operating funds and proceeds from certain bond issues. Longer-term funds, including investments of employees' investment retirement funds, are covered by a separate policy.

Pooling of Funds Except for cash in certain restricted and special funds, City of Edinburg will consolidate cash balances from all funds to maximize investment earnings. Investment income will be allocated to the various funds based on their respective participation and in accordance with generally accepted accounting principles.

II. General Objectives

The primary objectives, in priority order, of investment activities shall be safety, liquidity, and yield:

1. **Safety** Safety of principal is the foremost objective of the investment program. Investments shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. The objective will be to mitigate credit risk and interest rate risk.
 - a) **Credit Risk** City of Edinburg will minimize credit risk, the risk of loss due to the failure of the security issuer or backer, by:
 - Limiting investments to the safest types of securities and the highest credit quality investment counterparts
 - Qualifying the financial institutions, broker/dealers, intermediaries, counterparties, investment agreement providers, and investment advisers with which City of Edinburg will do business
 - Diversifying the investment portfolio so that potential losses on individual securities will be minimized.
 - b) **Interest Rate Risk** City of Edinburg will minimize the risk that the market value of securities in the portfolio will fall due to changes in general interest rates, by:
 - Structuring the investment portfolio so that securities mature to meet cash requirements for ongoing operations, thereby avoiding the need to sell securities on the open market prior to maturity (matching cash flow requirement with investment cash flow)
 - Investing operating funds primarily in short-term securities, money market mutual funds, or similar investment pools.

2. **Liquidity** The investment portfolio shall remain sufficiently liquid to meet all operating requirements that may be reasonably anticipated. This is accomplished by structuring the portfolio so that securities mature concurrent with cash needs to meet anticipated demands (static liquidity). Furthermore, since all possible cash demands cannot be anticipated, the portfolio should consist largely of securities with active secondary or resale markets (dynamic liquidity). A portion of the portfolio also may be placed in money market mutual funds or local government investment pools which offer same-day liquidity for short-term funds. Investment agreements that provide cash flow flexibility may also be used.
3. **Yield** The investment portfolio shall be designed with the objective of attaining a market rate of return throughout budgetary and economic cycles, taking into account the investment risk constraints and liquidity needs. Return on investment is of subordinated importance compared to the safety and liquidity objectives described above. The core of investments are limited to relatively low risk securities in anticipation of earning a fair return relative to the risk being assumed. Securities shall not be sold prior to maturity with the following exceptions:
 - A security with declining credit may be sold early to minimize loss of principal.
 - A security swap would improve the quality, yield, or target duration in the portfolio.
 - Liquidity needs of the portfolio require that the security be sold.

III. Standards of Care

1. **Prudence** The standard of prudence to be used by investment officials shall be the “prudent person” standard and shall be applied in the context of managing an overall portfolio. Investment officers acting in accordance with written procedures and this investment policy and exercising due diligence shall be relieved of personal responsibility for an individual security’s credit risk or market price changes, provided deviations from expectations are reported in a timely fashion and the liquidity and the sale of securities are carried out in accordance with the terms of this policy.

Investments shall be made with judgement and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probably income to be derived.

2. **Ethics and Conflicts of Interest** Officers and employees involved in the investment process shall refrain from personal business activity that could conflict with the proper execution and management of the investment program, or that could impair their ability to make impartial decisions. Employees and investment officials shall disclose any material interests in

financial institutions with which they conduct business. They shall further disclose any personal financial/investment positions that could be related to the performance of the investment portfolio. Employees and officers shall refrain from undertaking personal investment transactions with the same individual with whom business is conducted on behalf of City of Edinburg.

3. **Delegation of Authority** Authority to manage the investment program is granted to a designated official as appointed by the City Council, hereinafter referred to as “investment officer”, and derived from the following: Texas Public Fund Investment Act. Responsibility for the operation of the investment program is hereby delegated to the Director of Finance, City Manager, and/or Assistant City Manager, who shall act in accordance with established written procedures and internal controls for the operation of the investment program consistent with this investment policy. Procedures should include references to: safekeeping, delivery vs. payment, investment accounting, repurchase agreements, wire transfer agreements, and collateral/depository investment agreements. No person may engage in an investment transaction except as provided under the terms of this policy and the procedures established by the investment officer. The investment officer shall be responsible for all transactions undertaken and shall establish a system of controls to regulate the activities of subordinate officials.

IV. Financial Dealers and Institutions

1. **Authorized Financial Dealer and Institutions** A list will be maintained of financial institutions authorized to provide investment services. In addition, a list also will be maintained of approved security broker/dealers selected by creditworthiness (e.g., a minimum capital requirement of \$10,000,000 and at least five years of operation). These may include, but are not limited to, “primary” dealers or regional dealers that qualify under Securities and Exchange Commission (SEC) Rule 15C3-1 (uniform net capital rule).

All financial institutions and broker/dealers who desire to become qualified for investment transactions must supply the following as appropriate:

- Audited financial statements
- Proof of Financial Industry Regulatory Authority (FINRA) certification, as appropriate
- Proof of state registration, as appropriate
- Completed broker/dealer questionnaire, as appropriate
- Certification of having read and understood the City of Edinburg investment policy.

An annual review of the financial condition and registration of qualified financial institutions and broker/dealers will be conducted by the investment officer.

From time to time, the investment officer may choose to invest in instruments offered by minority and community financial institutions. In such situations, a waiver to the criteria under Paragraph 1 may be granted. All terms and relationships will be fully disclosed prior to purchase and will be reported to the appropriate entity on a consistent basis and should be consistent with state or local law. These types of investment purchases should be approved by the appropriate legislative or governing body in advance.

2. **Investment Advisors** The City may retain the services of an investment advisory firm registered under the Investment Advisers Act of 1940 (15 U.S.C. Section 80b-1 et seq.) to assist in the review of the investment policy, cash flow requirements, the formulation of investment strategies, the analysis and execution of security purchases, sales and deliveries, as well as attend investment meetings, provide monthly and quarterly reporting, security valuations, market updates, and to generally service the investment needs of the City. The investment advisor will also be responsible for performing broker/dealer financial due diligence on the City's behalf and provide a list of its authorized broker/dealers on an annual basis. The City of Edinburg, however, retains ultimate responsibility as fiduciary of its assets.

V. Internal Controls

The investment officer is responsible for establishing and maintaining an internal control structure designed to ensure that the assets of the City of Edinburg are protected from loss, theft, or misuse. The internal control structure shall be designed to provide reasonable assurance that these objectives are met. The concept of reasonable assurance recognizes that (1) the cost of a control should not exceed the benefits likely to be derived and 2) the valuation of costs and benefits requires estimated and judgments by management.

Accordingly, the investment officer shall establish a process for an annual independent review by an external auditor to assure compliance with policies and procedures. The internal controls shall address the following point:

1. Controls of collusion
2. Separation of transaction authority from accounting and recordkeeping
3. Custodial safekeeping
4. Avoidance of physical delivery securities
5. Clear delegation of authority to subordinate staff members
6. Written confirmation of transactions for investments and wire transfers
7. Development of a wire transfer agreement with the lead bank and third-party custodian
8. All trades where applicable will be executed by delivery vs. payment (DVP) to ensure that securities are deposited in an eligible financial institution prior to the

release of funds. Securities will be held by a third-party custodian as evidenced by safekeeping receipts.

9. At least three bids or offers must be solicited for all other transactions involving individual securities. The City's investment advisor is also required to solicit at least three bids or offers when transacting trades on the City's behalf. In situations where the exact security is not offered by other broker/dealers, offers on the closest comparable investment may be used to establish a fair market price for the security. In the case of a certificate of deposit purchase, at least two other offers should be solicited to provide a comparison.

VI. Investment Training

Investment officers and all personnel authorized to execute investment transactions, shall attend at least one investment training session, containing at least 10 hours of instruction within 12 months after taking office or assuming duties. After the first year, Investment Officers and designees shall receive at least eight (8) hours of investment training within a two-year period that begins on the first day of the fiscal year and consists of the two consecutive fiscal years after that date. Training sources include Hilltop Securities, Government Finance Officers Association (GFOA), Government Finance Officers Association of Texas (GFOAT), Government Treasurers Organization of Texas (GTOT), Texas Municipal League (TML), TexPool, and the University of North Texas. *Additional sources may be approved by the Board.*

VII. Suitable and Authorized Investments

In accordance with authorizing Federal and State laws, the Trust Agreements, the City's depository contract, and appropriate approved collateral provisions, and in furtherance of the Investment Strategy Statement attached hereto, the City may utilize the following investments for the investment of the City's funds:

Obligations of or Guaranteed by Governmental Entities

- a) Obligations of the United States or its agencies and instrumentalities, excluding mortgage-backed securities.
- b) Direct obligations of the State of Texas or its agencies and Instrumentalities.
- c) Other obligations, the principal and interest of which are unconditionally guaranteed or insured by, or backed by the full faith and credit of, the State of Texas or the United States or their respective agencies and instrumentalities.
- d) Obligations of states, agencies, counties, cities, and other political subdivisions of any state rated as to investment quality by a nationally recognized investment rating firm not less than A or its equivalent.
- e) Certificates of Deposit and Share Certificates

A certificate of deposit, or share certificate meeting the requirements of the Act that are issued by or through a depository institution that either has its main office,

or a branch in the State of Texas that is (1) guaranteed or insured by the Federal Deposit Insurance Corporation, or its successor or the National Credit Union Share Insurance Fund or its successor; (2) secured by obligations described in clauses (a)-(d) above, excluding mortgage-backed securities directly issued by a federal agency or instrumentality that have a market value of not less than the principal amount of the certificates and those mortgage-backed securities listed in Section 16.0; or (3) secured in any other manner and amount provided by law for deposits of the City.

In addition to City of Edinburg to invest funds in certificates of deposit above, an investment in certificates of deposit made in accordance with the following conditions is an authorized investment under this policy:

1. The funds are invested by City of Edinburg through: (1) a broker that has its main office or a branch office in the State of Texas and is selected from a list adopted by City of Edinburg as required by Section IV(1) of this Investment Policy; or (2) a depository institution that has its main office or a branch office in the State of Texas and that is selected by the investing entity.
2. The broker or the depository institution selected by the investing entity under subparagraph (i) above arranges for the deposit of the funds in certificates of deposit in one or more federally insured depository institutions, wherever located, for the account of City of Edinburg.
3. The full amount of the principal and accrued interest of each of the certificates of deposit is insured by the United States or an instrumentality of the United States; and
4. City of Edinburg appoints the depository institution selected by City of Edinburg under subparagraph (i) above, an entity described by Section 2257.041(d) of the Act, or a clearing broker-dealer registered with the Securities and Exchange Commission and operating pursuant to Securities and Exchange Commission Rule 15c3-3 (17 C.F.R. Section 240.15c3-3) as custodian for the investing entity with respect to the certificates of deposit issued for the account of the investing entity.

f) Repurchase Agreements

A fully collateralized repurchase agreement that (1) has a defined termination date; (2) is secured by obligations described in clause (a) above; (3) requires the securities being purchased by the City to be pledged to the City, held in the City's name, and deposited at the time the investment is made with the City or with a third party selected and approved by the City; and (4) is placed through a primary government securities dealer, as defined by the Federal Reserve, or a financial institution doing business in the State of Texas. "Repurchase agreement" means a simultaneous agreement to buy, hold for a specified time, and sell back, at a future date, obligations described in clause (a) above, at a market value at the time the funds are disbursed of not less than the principal amount of the funds disbursed. The term includes a direct security repurchase agreement and reverse security repurchase agreement.

Notwithstanding any other law, the term of any reverse security repurchase agreement may not exceed 90 days after the date the reverse security repurchase agreement is delivered. Money received by the City under the terms of a reverse security repurchase agreement shall be used to acquire additional authorized investments, but the term of authorized investments acquired must mature not later than the expiration date stated in the reverse security repurchase agreement. The City requires the execution of a Master Repurchase Agreement in substantially the form as may be prescribed by The Securities Industry and Financial Markets Association (SIFMA).

g) Banker's Acceptance

A Bankers' acceptance that (1) has a stated maturity of 180 days or fewer from the date of its issuance; (2) will be, in accordance with its terms, liquidated in full at maturity; (3) is eligible for collateral for borrowing from a Federal Reserve Bank; and (4) is accepted by a bank organized and existing under the laws of the United States or any state, if the short-term obligations of the bank or of a bank holding company of which the bank is the largest subsidiary, are rated not less than A-1 or P-1 or an equivalent rating of at least one nationally recognized credit rating agency. Such transactions shall not exceed 5% of the total City's Investment Portfolio, and all such endorsing banks shall come only from a list of entities that are constantly monitored as to financial solvency.

h) Commercial Paper

Commercial Paper that (1) has a stated maturity of 270 days or fewer from the date of its issuance; and (2) is rated not less than A-1 or P-1 or an equivalent rating by at least (A) two nationally recognized credit rating agencies or (B) one nationally recognized credit rating agency and is fully secured by an irrevocable letter of credit issued by a bank organized and existing under the laws of the United States or any State. Such transactions shall not exceed 25% of the total City's Investment Portfolio with no more than 5% in any one issuer or its subsidiaries.

i) Mutual Funds

A no-load money market mutual fund that (1) is registered with and regulated by the Securities and Exchange Commission; (2) provides the City with a prospectus and other information required by the Securities Exchange Act of 1934 or the Investment Company Act of 1940; (3) has a dollar-weighted average stated maturity of 60 days or fewer; and (4) includes in its investment objectives the maintenance of a stable net asset value of \$1 for each share.

A no-load mutual fund that (1) is registered with the Securities and Exchange Commission; (2) has an average weighted maturity of less than two years; (3) is invested exclusively in obligations described in this Section 14.0; (4) is continuously rated as to investment quality by at least one nationally recognized investment rating firm of not less than AAA or its equivalent; and (5) conforms to

the requirements set forth in Sections 2256.016(b) and (c) of the Act, relating to the eligibility of investment pools to receive and invest funds of investing entities.

The City is not authorized to (1) invest in the aggregate more than 15% of its monthly average fund balance, excluding bond proceeds and reserves and other funds held for debt service, in mutual funds described in the immediately preceding paragraph; (2) invest any portion of bond proceeds, reserves and funds held for debt service, in mutual funds described in the immediately preceding paragraph; or (3) invest its funds or funds under its control, including bond proceeds and reserves and other funds held for debt service, in any one mutual fund described in either paragraph above in an amount that exceeds 10% of the total assets of the mutual fund. In addition, the total assets invested in any single mutual fund may not exceed 5% of the City's average fund balance, excluding bond proceeds and reserves and other funds held for debt service.

With regard to Money Market Mutual Funds, the City is not authorized to invest its funds in any one money market mutual fund in an amount that exceeds 5% of the total assets of the money market mutual fund.

j) Investment Pools

The City may invest its funds under its control through an eligible investment pool if the City Council by official action authorizes investment in the particular pool. An investment pool shall invest the funds it receives from entities in authorized investments permitted by the Act. The City may invest its funds through an eligible investment pool if the pool provides to the Investment Officer an offering circular or other similar disclosure document that contains, at a minimum, the following information:

- 1) The types of investments in which money is allowed to be invested.
- 2) The maximum average dollar-weighted maturity allowed, based on the stated maturity date, of the pool.
- 3) The maximum stated maturity date any investment security within the portfolio has.
- 4) The objectives of the pool.
- 5) The size of the pool.
- 6) The names of the members of the advisory board of the pool and the dates their terms expire.
- 7) The custodian bank that will safe keep the pool's assets.

- 8) Whether the intent of the pool is to maintain a net asset value of \$1 and the risk of market price fluctuation.
- 9) Whether the only source of payment is the assets of the pool at market value or whether there is a secondary source of payment, such as insurance or guarantees, and a description of the secondary source of payment.
- 10) The name and address of the independent auditor of the pool.
- 11) The requirements to be satisfied for an entity to deposit funds in and withdraw funds from the pool and any deadlines or other operating policies required for the entity to invest funds in and withdraw funds from the pool.
- 12) The performance history of the pool, including yield, average dollar-weighted maturities, and expense ratios.

To maintain eligibility to receive funds from and invest funds on behalf of the City, an investment pool must be continuously rated no lower than AAA, AAA-m, and AAA-f or at an equivalent rating of at least one nationally recognized rating service and must furnish to the Investment Officer: (i) Investment transaction confirmations and (ii) A monthly report that contains, at a minimum, the following information:

- 1) The types and percentage breakdown of securities in which the pool has invested.
- 2) The current average dollar-weighted maturity, based on the stated maturity date of the pool.
- 3) The current percentage of the pool's portfolio in investments that have stated maturities of more than one year.
- 4) The book value versus the market value of the pool's portfolio, using amortized cost valuation.
- 5) The size of the pool.
- 6) The number of participants in the pool.
- 7) The custodian bank that is safekeeping the assets of the pool.
- 8) A listing of daily transaction activity of the City in the pool.
- 9) The yield and expense ratio of the pool.
- 10) The portfolio managers of the pool.
- 11) Any changes or addenda to the offering circular.

The City by contract may delegate to an investment pool the authority to hold legal title as custodian of investments purchased with its local funds.

For purposes of investment in an investment pool, "yield" shall be calculated in accordance with regulations governing the registration of open-end management investment companies under the Investment Company Act of 1940, as promulgated from time to time by the federal Securities and Exchange Commission.

To be eligible to receive funds from and invest funds on behalf of the City, a public funds investment pool created to function as a money market mutual fund must mark its portfolio to market daily, and, to the extent reasonably possible, stabilize at a \$1 net asset value. If the ratio of the market value of the portfolio divided by the book value of the portfolio is less than 0.995 or greater than 1.005, portfolio holdings shall be sold as necessary to maintain the ratio between 0.995 and 1.005.

To be eligible to receive funds from and invest funds on behalf of the City, a public funds investment pool must have an advisory board composed:

- 1) Equally of participants in the pool and other persons who do not have a business relationship with the pool and are qualified to advise the pool, for a public funds investment pool created under Chapter 791, Texas Government Code, and managed by a state agency; or
- 2) Of participants in the pool and other persons who do not have a business relationship with the pool and are qualified to advise the pool, for other investment pools.

k) Guaranteed Investment Contracts

A Guaranteed Investment Contract is an authorized investment for bond proceeds if the guaranteed investment contract:

- 1) Has a defined termination date;
- 2) Is secured by obligations described by clause (a) above, but excluding those obligations described by Section 16.0 herein in an amount at least equal to the amount of bond proceeds invested under the contract;
- 3) Is pledged to the City and deposited with the City or with a third party selected and approved by the City; and
- 4) Meets the following requirements:
 - a) The City Council of the City must specifically authorize guaranteed investment contracts as an eligible investment in the order, ordinance, or resolution authorizing the issuance of bonds;
 - b) The City must receive bids from at least three separate providers with no material financial interest in the bonds from which proceeds were received;

- c) The City must purchase the highest yielding guaranteed investment contract for which a qualifying bid is received;
- d) The price of the guaranteed investment contract must take into account the reasonably expected drawdown schedule for the bond proceeds to be reinvested; and

The provider must certify the administrative costs reasonably expected to be paid to third parties in connection with the guaranteed investment contract.

The following are not authorized investments under this Section V:

- 1. Obligations whose payment represents the coupon payments on the outstanding principal balance of the underlying mortgage-backed security collateral and pays no principal;
- 2. Obligations whose payment represents the principal stream of cash flow from the underlying mortgage-backed security collateral and bears no interest;
- 3. Collateralized mortgage obligations that have a stated final maturity date of greater than 10 years; and.
- 4. Collateralized mortgage obligations the interest rate of which is determined by an index that adjusts opposite to the changes in a market index.

VIII. Investment Parameters

- a) **Diversification** The investments shall be diversified by:
 - i. limiting investments to avoid over concentration in securities from a specific issuer or business sector (excluding U.S. Treasury securities),
 - ii. limiting investment in securities that have higher credit risks,
 - iii. investing in securities with varying maturities, and
 - iv. continuously investing a portion of the portfolio in readily available funds such as local government investment pools (LGIPs), money market funds or repurchase agreements to ensure that appropriate liquidity is maintained in order to meet ongoing obligations.
- b) **Maximum Maturities** To the extent possible, City of Edinburg shall attempt to match its investments with anticipated cash flow requirements. Unless matched to a specific cash flow, the City of Edinburg will not directly invest in securities maturing more than five (5) years from the date of purchase or in accordance with state and local statutes and ordinances. City of Edinburg shall adopt weighted

average maturity limitations (which often range from 60 days to 3 years), consistent with the investment objectives.

Reserve funds and other funds with longer-term investment horizons may be invested in securities exceeding five (5) years if the maturity of such investments are made to coincide as nearly as practicable with the expected use of funds. The intent to invest in securities with longer maturities shall be disclosed in writing to the legislative body.

Because of inherent difficulties in accurately forecasting cash flow requirements, a portion of the portfolio should be continuously invested in readily available funds such as LGIPs, money market funds, or overnight repurchase agreements to ensure that appropriate liquidity is maintained to meet ongoing obligations.

IX. Reporting

- a. **Methods** The investment officer shall prepare an investment report at least quarterly, including a management summary that provides an analysis of the status of the current investment portfolio and transactions made over the last quarter. This management summary will be prepared in a manner which will allow City of Edinburg to ascertain whether investment activities during the reporting period have conformed to the investment policy. The report should be provided to the investment officer, the legislative body, and any pool participants. The report will include the following:
 - i. Listing of individual securities held at the end of the reporting period.
 - ii. Realized and unrealized gains or losses resulting from appreciation or depreciation by listing the cost and market value of securities over one-year duration that are not intended to be held until maturity (in accordance with Governmental Accounting Standards Board (GASB) requirements).
 - iii. Average weighted yield to maturity of portfolio on investments as compared to applicable benchmarks.
 - iv. Listing of investment by maturity date.
 - v. Percentage of the total portfolio which each type of investment represents.
- b. **Performance Standards** The investment portfolio will be managed in accordance with the parameters specified within this policy. The portfolio should obtain a market average rate of return during a market/economic environment of stable interest rates.
- c. **Marking to Market** The market value of the portfolio shall be calculated at least quarterly and a statement of the market value of the portfolio shall be issued at least quarterly. In defining market value, considerations should be given to the GASB Statement 31 pronouncement.

X. Policy Considerations

- a. **Existing Securities Exemption** The City is not required to liquidate investments that were authorized investments at the time of purchase. (Tex. Gov't. Code Sec. 2256.017)
- b. **Downgrade Provision** The City shall take all prudent measures consistent with this Policy to liquidate an investment that no longer meets the required minimum rating standards, as per the Tex. Gov't. Code Sec. 2256.021.
- c. **Hold to Maturity** It is the City's intended policy to hold all investments to maturity. However, securities may be sold early if necessary to provide liquidity or if there is a financial benefit to the City.
- d. **Amendments** This policy shall be reviewed on an annual basis. Any changes must be approved by the investment officer and any other appropriate authority, as well as the individual(s) charged with maintaining internal controls.

XI. Investment Strategy for Bond Funds The strategy and objectives for the investment of bond proceeds shall be to:

- a. Ensure safety of principal by investing in only high quality securities for which a strong secondary market exists.
- b. Ensure that anticipated cash flow needs are matched with adequate investment liquidity.
- c. Limit market and credit risk through diversification.
- d. Attain the best feasible yield commensurate with the objectives and restrictions set forth in this Policy and the bond ordinance by actively managing the portfolio to meet or exceed the bond yield.

XII. List of Attachments

The following documents, as applicable, are (or may be in the future) attached to this policy:

- Listing of authorized personnel,
- Repurchase agreements and tri-party agreements,
- Listing of authorized broker/dealers and financial institutions,
- Credit studies for securities purchased and financial institutions used,
- Safekeeping agreements,
- Wire transfer agreements,
- Sample investment reports, and
- Methodology for calculating rate of return.



CITY OF EDINBURG - CITY COUNCIL

Meeting Date: January 21, 2025

CONSENT AGENDA

Agenda Item No: 12.G.

Email Services

1. Agenda Item:

Consider Approving the Renewal of Google Workspace Email Services from SADA Systems, Inc. Through Department of Information Resource Contract No. DIR-CPO-5437, in the Amount of \$243,432.00. [Daniel Vera, Director of Information Technology]

2. Description:

The City's email service is pivotal in facilitating internal and external communications. This crucial initiative demonstrates our commitment to fostering efficient and reliable communication channels for city employees, ensuring a seamless flow of information across departments.

The upcoming renewal will encompass a total of 900 licenses, an increase of 100 licenses. The additional licenses provide room for future growth and flexibility in email utilization. Over the years, the City experienced and continues to experience a notable increase in demand for email licenses. Increasing the number of licenses proactively satisfies this demand and , caters to the expanding needs of City employees which in turn results in increased efficiency in delivery of City services to its constituents.

Funding in the total amount of \$225,033.84 for 856 of the 900 licenses, is available in the FY 2024-2025 General Fund Operating Budget, Office Maintenance & Contractual -- IT, account number 100-1000-513301. Funding in the total amount of \$5,680.08, for 21 licenses, will be covered by Boys and Girls Club's FY 2024-2025 budget under account Membership dues Subscriptions. Funding in the total amount of \$2,704.80 for the remaining 5 licenses, is to be funded by Edinburg Economic Development Corp's FY 2024-2025 budget, under the EEDC Office Maintenance & Contractual-IT account.

	Qty	Unit Price	Total
City of Edinburg	869	\$270.48	\$235,047.12
Boys & Girls Club	21	\$270.48	\$5,680.08
Edinburg EDC	10	\$270.48	\$2,704.80

3. Staff's Recommendation:

Approve the Renewal of Google Workspace Email Services from SADA Systems, Inc. Through Department of Information Resource Contract No. DIR-CPO-5437, in the Amount of \$243,432.00.

Reviewed by:

Nelda Ramirez, Assistant City Manager

Prepared by:

Daniel Vera, Director of Information Technology

Attachments:

A. City of Edinburg Workspace Renewal OPP021558 (2) (1)

SADA Systems LLC (fka SADA Systems, Inc.)

Google Workspace

Ordering Document

This Google Workspace Ordering Document (the “Ordering Document”) and the corresponding Customer Agreement (the “Agreement”) between SADA Systems LLC (fka SADA Systems, Inc.) and Customer (as defined below) governs Customer’s access to and use of the Services. Undefined capitalized terms used in this Ordering Document will have the meanings set forth in the Agreement.

Customer: City of Edinburg

Address: 415 W University Dr
Edinburg TX 78539-4353

SADA is an authorized vendor on Carahsoft Technology Corporation’s DIR Contract Number DIR-CPO-5437: <https://dir.texas.gov/contracts/dir-cpo-5437>

Pricing

Product Description	Annual Price (USD)	Quantity	Amount (USD)
Year 1			
Workspace Enterprise Standard Accounts	270.48	900	243,432.00
		Year 1 Sub Total (USD)	243,432.00
		Sales Tax (not included)	Plus Applicable Tax
		Grand Total (USD)	243,432.00

Taxes: Fees included on this Ordering Document are exclusive of all applicable taxes, levies, duties, and regulatory compliance fees, including but not limited to state and local sales tax, VAT, GST, electronic waste recycling fee, and telecom regulatory fees. Please note that telecom regulatory fees associated with telephony charges stemming from Google Voice Licenses are not eligible for any tax exemptions.

If Customer is tax exempt, a tax exemption certificate is to be emailed to tax@sada.com.

Pricing is valid only if this Ordering Document is executed by the Parties by February 1, 2025.

Term: 1/31/2025 - 1/30/2026

Invoices and Payment Schedule

Invoice	Invoice Amount (USD)
One invoice will be issued immediately upon the execution of this Ordering Document.	243,432.00

SADA will invoice Customer for all amounts due under any executed Ordering Document in accordance with the schedule set forth above. Each invoice submitted to Customer pursuant to this Ordering Document will be due and payable by Customer within 30 days of receipt. Payment is accepted by check or ACH/EFT in USD.

Customer Information

Accounts Payable Information	
Full Name (required)	[same as on file]
Phone	
Email Address (required)	[same as on file]
Technical Administrator Contact Information	
Full Name (required)	Daniel Vera
Phone	956-388-1805
Off Domain Email Address (eg, john.smith@gmail.com or IT123@yahoo.com)	[same as on file]
Email Address (required)	dvera@cityofedinburg.com

Terms and Conditions

1) Customer agrees to the terms of the Customer Agreement accessible at the Link below, of which this Ordering Document is a part:

<https://sada.com/agreements/gafb/gafb-via-carahsoft-v10.pdf>

2) Customer agrees that all licenses will be provisioned on the primary domain, and that the primary domain is accurate as listed here

cityofedinburg.com

3) Additional licenses purchased during the Contract Term will be priced at the price per month (for any sku listed above) multiplied by the number of partial or whole months remaining in the Contract Term.

4) Payment for additional licenses purchased during the Contract Term will be due in full upon receipt of an invoice, and will be exempt from the Payment Schedule above.

5) Customer may require a purchase order in connection with any invoice for payment. Any terms and conditions in any Customer purchase order will not apply to or modify the Governing Terms or this Ordering Document nor shall they take precedence over the Governing Terms or this Ordering Document, even if the Customer purchase order terms and conditions state that its terms supersede any other conflicting terms.

Notices:

Any notices under this Agreement will be directed, if to SADA, at:

c/o Patrick Monaghan, Chief Legal Officer
SADA Systems LLC (fka SADA Systems, Inc.)
5250 Lankershim Blvd., Suite 620
North Hollywood, CA 91601
Email: legal@sada.com

and if to Customer, at the Main Contact above.

CUSTOMER ACKNOWLEDGES THAT IT HAS READ THIS ORDERING DOCUMENT AND THE CORRESPONDING AGREEMENT, AND UNDERSTANDS AND AGREES TO BE LEGALLY BOUND BY THEIR TERMS.

IN WITNESS WHEREOF, this Ordering Document has been executed by the parties through their duly authorized officers.

SADA Systems LLC (fka SADA Systems, Inc.)

City of Edinburg

Signature

Signature

Name

Name

Title

Title

Date

Date



CITY OF EDINBURG - CITY COUNCIL

Meeting Date: January 21, 2025

CONSENT AGENDA

Agenda Item No: 12.H.

Boys and Girls Clubs of Edinburg RGV Agreement

1. **Agenda Item:**

Consider Approving the Agreement Between the City of Edinburg and the Boys and Girls Clubs of Edinburg Rio Grande Valley, Inc. [Nelda Ramirez, Assistant City Manager]

2. **Description:**

3. **Staff's Recommendation:**

This agreement is a renewal of an agreement dated September 21, 2004. The City has continued to provide services to the Boys and Girls Club in support of their efforts and initiatives for the youth of the community. As an independent, non-profit organization, the Boys and Girls Club is staffed to provide for many of its needs for the organization.

Upon discussions, it has been mutually agreed that the City will continue to provide administrative support services to the Boys and Girls Club to include Human Resources, Accounting and Financial, Benefits Administration, and Information Technology. The agreement will be a one year agreement, to be considered for renewal each year to allow for discussion and evaluation of the services by both the City and Boys and Girls Club.

There will be no fee to provide these services.

Reviewed by:

Prepared by:

Nelda Ramirez, Assistant
City Manager

Attachments:

A. BGC Agreement

**AGREEMENT BETWEEN THE CITY OF EDINBURG AND
THE BOYS AND GIRLS CLUBS OF EDINBURG RIO GRANDE VALLEY, INC.**

THE STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

This Agreement is made and entered into by and between the City of Edinburg, Texas, a municipal corporation organized under the laws of the State of Texas (“City”) and the Boys and Girls Clubs of Edinburg Rio Grande Valley, Inc. (“BGCE”), a nonprofit corporation organized under the laws of the State of Texas.

WHEREAS, BGCE is an independent nonprofit organization that provides youth services to families and children residing with the City of Edinburg and seeks to improve the quality of life for residents of Edinburg; and

WHEREAS, the City of Edinburg has previously provided certain administrative services to BGCE, such as HR services and payment processing services, to assist BGCE with its administrative functions; and

WHEREAS, the City of Edinburg desires to assist the BGCE with its mission and activities and to define such assistance as stated herein this Agreement;

WHEREAS, the City and the Board of Directors of BGCE have mutually determined that the City providing certain administrative services to the BGCE will be mutually beneficial to both entities.

NOW THEREFORE, the City and BGCE hereby agree as follows:

1. **Services**

The City shall provide the following exclusive list of services for BGCE. The City shall not provide any services to BGCE—including, but not limited to, legal services, grant writing services, nor building maintenance services—other than those listed below. The City of Edinburg’s Finance Department shall not be involved and/or shall not review investments, budget, and purchasing policies.

- a. Human Resources software access, specifically BGCE may use the City’s Applicant Pro software (or equivalent software actually used by the City).
- b. Accounting and financial services, however:
 - i. BGCE has its own purchasing, procurement and investment policies that are being reviewed by an attorney.
 - ii. BGCE will perform, or contract for the performance of, its own audit as required by any laws or rules applicable to BGCE.
 - iii. BGCE shall continue to have access to the City’s Incode system (or equivalent software actually used by the City).

- iv. BGCE shall issue their own 1099 forms as required.
- v. BGCE shall maintain their own fixed assets information, daily cash reports, and budget.
- vi. BGCE shall approve and submit approved timesheets for payroll, and City shall continue to process BGCE payroll for insurance and benefits.
- c. Benefits administration for BGCE employees, however:
 - i. BGCE will be responsible for employment processing of its own employees, including onboarding new hires, background checks, new hire orientation, and employee discipline including termination.
 - ii. BGCE may use the City's employee application software, which is Applicant Pro at the time of this agreement, for its employment applications.
 - iii. BGCE shall develop its own internal HR policies.
 - iv. BGCE and its employees shall not have access to nor use the City's anonymous reporting software, which is Lighthouse at the time of this agreement.
- d. Information technology services, unless and until BGCE contracts for third party services and notifies the City in writing.

2. **Responsibility Conflicts**

The City and BGCE acknowledge that from time to time conflicts between a City employee's primary responsibilities to the City and requests for services from the BGCE may arise. Subject to the authority of the City Manager, the performance of City services shall have priority. The City and the BGCE encourage employees to bring conflicts to the attention of the City Manager, who shall consult with the BGCE Executive Director as necessary to prioritize demands and resolve any conflicts. City employees performing services for the BGCE are subject to applicable City policies at all times.

3. **Consideration**

BGCE will be responsible to pay for any fees associated with their use of City's facilities and equipment and any software licenses or subscriptions the City obtains for BGCE use, including but not limited to domain renewal, adobe licenses, and/or software licenses. The City shall submit invoices to the BGCE and reimbursement shall be due within 30 days. Reimbursements are payable within 30 days and City of Edinburg Officials will not be authorized to sign off on any of the Boys and Girls accounts and/or make any transfers from any Boys and Girls accounts.

4. **Term**

The term of this Agreement shall be from October 1, 2024, to September 30, 2025.

5. **Notice**

All notices and communications regarding the term of this Agreement to any party shall be in writing. If mailed, any notice or communication shall be deemed to have been received three (3) days after the date of its deposit into the United States mail, first class, postage prepaid. Unless otherwise provided in this Agreement, all notices shall be delivered to the following address:

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

Boys and Girls Clubs of Edinburg Rio Grande Valley, Inc.
Attention: President, Board of Directors
702 Cullen St.
Edinburg, Texas 78541

6. Parties in Interest

This Agreement shall be for the sole and exclusive benefit of the City and the BGCE and shall not be construed to confer any benefit or right upon any other parties.

7. Indemnification

To the maximum extent allowed by law, BGCE agrees to and shall indemnify and hold harmless the 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 BGCE, its agents, officers and employees. BGCE agrees to assist City in defense of claims or litigation brought against the City related to this project, including but not limited to providing written witness statements, documents, and witness testimony upon demand.

8. Limitation of Liability

BGCE 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, 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.

9. Severability

In the event any clause, phrase, provision, sentence, or part of this Agreement shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Agreement as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional.

10. No Waivers

No failure or delay of the City, in any one or more instances in exercising any power, right, or remedy 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 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.

11. Dispute Resolution

If any dispute, controversy, or claim between or among the Parties arises under this Agreement or is related in any way to this Agreement or the relationship of the Parties hereunder (a "Dispute"), the Parties shall first attempt in good faith to settle and resolve such Dispute by meeting at a mutually agreeable time and place to discuss the Dispute within seven (7) days following the original written notice of any Dispute by the party making such a claim. The Parties shall seek to resolve the Dispute in writing within fourteen (14) days following the original written notice of any Dispute by the party making such a claim. If a mutual resolution and settlement are not obtained at the meeting, the Parties shall participate in good faith in formal mediation, within thirty (30) days following the original written notice of any Dispute, with a mutually agreeable mediator at a mutually agreeable time and place. No settlement reached under this provision shall be binding on the Parties until reduced to a writing signed by a representative of both Parties. Unless the parties expressly agree otherwise, each party shall bear its own costs and legal and expert fees incurred in the mediation, and evenly share the costs of the mediator. If after proceeding in good faith the parties, with the assistance of a neutral mediator, do not resolve the dispute within forty-five (45) days following the original written notice of any Dispute, either party may initiate litigation to resolve the dispute. The law of the State of Texas shall control the Dispute. Venue is mandatory in State courts located in Hidalgo County, Texas. In the event of any litigation between the parties, the parties shall bear their own costs, including attorneys' fees and costs

12. Entire Agreement

This Agreement contains the entire agreement between the parties and supersedes all other negotiations and agreements between the City and BGCE, whether written or oral.

IN WITNESS WHEREOF, this Agreement has been executed by the duly authorized officers of the City of Edinburg, Texas and the Boys and Girls Club of Edinburg Rio Grande Valley, Inc., as of the _____ day of _____, 2025.

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 R. Solis, City Attorney

**BOYS AND GIRLS CLUBS OF EDINBURG
RIO GRANDE VALLEY, INC.:**

BY: _____
_____, President

ATTEST:

BY: _____
_____, Secretary
Board of Directors



CITY OF EDINBURG - CITY COUNCIL

Meeting Date: January 21, 2025

CONSENT AGENDA

Agenda Item No: 12.I.

Disposition of Records

1. Agenda Item:

Consider Authorizing the Disposition of Approximately 21 Cubic Feet (Boxes of Letter Size Records) of Non-Vital City Records in Accordance with City's Records Management Program and the Texas State Library and Archives Commission Local Records Retention Schedules. [Clarice Y. Balderas, City Secretary]

2. Description:

The City Secretary Department maintains an active Central File System as part of the City's Records Management Program. City departments that maintain record copies are responsible for inventorying the records and submitting requests for disposition to the City Secretary Department. All retention dates for the proposed disposition of records have expired and have been assessed to ensure they comply with the Texas Local Retention Schedules; therefore, staff is requesting disposition of the records that have met their retention period. By copy of this agenda item and recommendation all City Departments are notified that any non-record copies and digital copies of the records listed for disposition are required to also be disposed of at the same time as the record copy.

The City's Records Committee consists of the City Manager, City Secretary, City Attorney, and Finance Director. If the disposition of records is approved by City Council the Committee will then execute the required forms ascertaining the records listed have been reviewed for applicable value before they are disposed.

3. Staff's Recommendation:

Approve Authorizing the Disposition of Approximately 21 Cubic Feet (Boxes of Letter Size Records) of Non-Vital City Records in Accordance with the City's Records Management Program and Texas State Library and Archives Commission Local Records Retention Schedules.

Reviewed by:

Clarice Balderas, City Secretary

Prepared by:

Joe Rios, Records Processing
Supervisor

Attachments:

- A. 2023-2024 DISPOSITION OF RECORDS
- B. DISP of RCDS LAWS

DISPOSITION OF RECORDS FOR FY 2024-2025
PRESENTED TO CITY COUNCIL ON JANUARY 21, 2025

Box No.	Document Description	Date	Retention Period	Records Retention Description	Rec. No.	Disposition Date	
MUNICIPAL COURT							
1	9740	Miscellaneous #2	12/2019	5	Criminal Case Papers	LC2350-04a	12/2024
2	9932	Finalized Cases #/C/Ct	12/2019	5	Criminal Case Papers	LC2350-04a	12/2024
3	9933	Finalized Cases E Tickets	12/2019	5	Criminal Case Papers	LC2350-04a	12/2024
4	9934	Finalized Cases E Tickets	12/2019	5	Criminal Case Papers	LC2350-04a	12/2024
5	9935	Finalized Cases E/E2	12/2019	5	Criminal Case Papers	LC2350-04a	12/2024
6	9960	Show cause Hearing Dockets	12/2019	5	Criminal Case Papers	LC2350-04a	12/2024
7	9975	Trial Dockets (Pre-Trials, Non-Jury/Jury)	2018 - 12/2019	5	Criminal Case Papers	LC2350-04a	12/2024
FINANCE							
8	11134	Daily Cash Reports / A-R Records	12/2021	3	Accounts Receivable Records	GR1025-27b	12/2024
9	11135	Daily Cash Reports / A-R Records	12/2021	3	Accounts Receivable Records	GR1025-27b	12/2024
10	11201	Customer Bill Records / Water Stubbs	12/2021	3	Customer Billing Records	UT5000-04b	12/2024
11	11224	Service Application - Work Orders	12/2022	2	Service Application and Deposit Records	UT5000-19	12/2024
12	11302	Bid Advertisements	12/2021	3	Bids & Bid Documentation	GR1075-01a	12/2024

	CITY SECRETARY						
13	10126	Burial Transit Permits	12/2021	3	Burial Transit Permit Record	CC2400-03	12/2024
14	10870	USPS Certified Return Mail Receipts (Green Cards) Remote Site Billing, State Comptroller Check Requisitions	12/2022	2	Correspondence, Internal Memoranda & Subject Files	GR-1000-26	12/2024
15	10915	Non Construction Agreements (HR)	12/2020	4	Contracts, Leases & Agreement	CR1000-25	12/2024
	PARKS & RECREATION						
16	10929	Incode Receipts & Daily Cash Reports	12/2021	3	Accounts Receivable Records	GR1025-27b	12/2024
17	10930	Dept. Budget, Accounts Payable Records	12/2021	3	Accounts Payable Records	GR1025-26a	12/2024
	CITY MANAGER OFFICE						
18	11422	City Manager & Mayor & Council Budget Accounts Payable	10/2019 - 09/2020	3	Accounts Payable Records	GR1025-26a	09/2023
19	11423	City Manager & Mayor & Council Budget Accounts Payable	10/2020 - 09/2021	3	Accounts Payable Records	GR1025-26a	09/2024
	LIBRARY						
20	10823	Daily Cash Reports	01/2020 - 12/2021	3	Accounts Receivable Records	GR1025-27b	12/2024
	HUMAN RECOURCES						
21	11421	Employee Leave Forms	1993 - 03-2021	3	Accounts Receivable Records	GR1025-27b	03/2024

Source: Texas State Library and Archives Commission <https://www.tsl.texas.gov/slrn/pubs/bulletind#Ch201>

TEXAS LOCAL GOVERNMENT CODE

Title 6. Records

Subtitle C. Records Provisions Applying to More Than One Type of Local Government

CHAPTER 202. DESTRUCTION AND ALIENATION OF RECORDS

Section 202.001. DESTRUCTION OF RECORDS.

(a) A local government record may be destroyed if:

1. the record is listed on a valid records control schedule and either its retention period has expired or it has been microfilmed or stored electronically in accordance with the requirements of Chapters 204 and 205;
2. the record appears on a list of obsolete records as provided by Section [203.044](#); or
3. the record is not listed on a records retention schedule issued by the commission and the local government provides notice to the commission at least 10 days before destroying the record as required by Section [441.169](#), Government Code.

(b) The following records may be destroyed without meeting the conditions of Subsection (a):

1. records the destruction or obliteration of which is directed by an expunction order issued by a court pursuant to state law; and
2. records defined as exempt from scheduling or filing requirements by rules adopted by the commission or listed as exempt in a records retention schedule issued by the commission.

Added by Acts 1989, 71st Leg., ch. 1248, Sec. 1, eff. Sept. 1, 1989. Amended by Acts 2017, 85th Leg., R.S., Ch. 1149 (H.B. 557), Sec. 9, eff. September 1, 2017; Acts 2019, 86th Leg., ch. 533 (H.B. 1962), Sec. 13, eff. September 1, 2019.

City of Edinburg – Code of Ordinances

CHAPTER 34 – RECORDS AND INFORMATION MANAGEMENT

RECORDS MANAGEMENT PROGRAM

Sec. 34.24 - Retention and disposition schedules.

Sec. 34.24 - Retention and disposition schedules.

- (A) *Required.* All city offices and departments shall adopt records retention and disposition schedules and destroy, transfer or otherwise dispose of records only according to such schedules.
- (B) *Development; authority granted; revision.*
- (1) Retention periods to be included in records schedules shall be submitted by the Records Manager to the Finance Officer and City Attorney, who shall notify the Records Manager within ten working days of his approval or of any objection to a retention period. At the expiration of the ten-day period, if no objection has been submitted, the records schedule shall be adopted and shall have full force as sufficient authorization for records destruction or other action. If objection is made, the Records Manager shall determine a retention period satisfactory to the office or department concerned, to the Finance Officer and to the City Attorney.
 - (2) When a records retention and disposition schedule is adopted, it shall thenceforth constitute full authority to destroy, transfer, microphotograph or take other actions, and the City Council hereby directs that such action be taken by the Records Manager or under his or her supervision. The Records Manager shall notify the State Librarian of intended destruction, as required by law, but no further notice to the City Council or other city office shall be required.
 - (3) Revision of retention periods shall be submitted for review to the City Attorney and City Finance Officer in the same manner as the original retention periods.

('82 Code, §§ 2-106, 2-107) (Ord. 1270, passed 2-2-88)

State Law reference— Records control schedules, V.T.C.A., Local Government Code § 203.041.



CITY OF EDINBURG - CITY COUNCIL

Meeting Date: January 21, 2025

OTHER BUSINESS

Agenda Item No: 13.A.

Cancel or Reschedule Meeting

1. Agenda Item:

Consider Canceling or Rescheduling the Tuesday, February 18, 2025 Regular City Council Meeting. [Clarice Y. Balderas, City Secretary]

2. Description:

The City of Edinburg Code of Ordinances at Title III Administration, Chapter 31 City Council, Section 31.01 Rules and order of business for City Council Meetings, Rule 1: Regular meetings, states that the regular meetings of the City Council shall be held on the first and third Tuesdays of every month at 6:00 p.m., at Edinburg City Hall in the City of Edinburg, Texas. Whenever a function conflicts with the Tuesday of a regular meeting, such regular meeting may be scheduled as soon as practical at the same time and place. Special meetings of the City Council shall be held as scheduled.

RGV Days at the Capitol will be held from February 18-20, 2025 and will be a great opportunity for City leaders to attend and show unity and advocate for Rio Grande Valley priorities. Due to the RGV Days at the Capitol city staff is recommending to cancel or reschedule the regularly scheduled meeting.

There are no public hearings scheduled, nor are there any anticipated Governing Body issues that would require legislative action on the date of the next scheduled meeting.

3. Staff's Recommendation:

Consider Canceling or Rescheduling the Tuesday, February 18, 2025 Regular City Council Meeting.

Reviewed by:

Prepared by:

Clarice Y. Balderas
City Secretary

Attachments:

None