



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
MARCH 4, 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. CITY MANAGER'S REPORT

- A. State Highway 68 (SH68) Update
- B. Edinburg Municipal Court Amnesty Program
- C. City of Edinburg Events
 - State of the City Address
 - Hometown of Heroes
 - Frida Fest
 - Cardboard Boat Regatta

5. PROCLAMATIONS/RECOGNITIONS

- A. Presentation of Proclamation Recognizing March 2025 as Theater in Our Schools Month. [Clarice Y. Balderas, City Secretary]
- B. Present the Recipients for the Employee of the Month Award for the Months of December 2024 and January 2025. [Belinda Torres, Director of Human Resources/Civil Service]
- C. Presentation Recognizing the City of Edinburg Parks & Recreation Department 2025 43rd Annual All-America City David Chavana 10K Run/Walk Top Winners. [Javier Garza, Director of Parks and

6. PUBLIC COMMENTS

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

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

7. PUBLIC HEARINGS

- A. Hold Public Hearing and Consider the Ordinances Providing for the Comprehensive Plan Amendment from Neighborhood Commercial Uses to General Commercial Uses and the Rezoning Request from Commercial, Neighborhood (CN) District to Commercial, General (CG) District, Lot 1, Trenton Terrace Subdivision, Located at 4401 South Veterans Boulevard, as Requested by Otoniel Resendez. [Jaime Acevedo, Director of Planning & Zoning]
- B. Hold Public Hearing and Consider the Ordinances Providing for the Comprehensive Plan Amendment from Neighborhood Commercial Uses to General Commercial Uses and the Rezoning Request from Agriculture and Open Space (AO) District to Commercial, General (CG) District, Lot 6, Trenton Terrace Subdivision, Located at 4511 South Veterans Boulevard, as Requested by Alma Sonia Salazar. [Jaime Acevedo, Director of Planning & Zoning]
- C. Hold Public Hearing and Consider the Ordinances Providing for the Comprehensive Plan Amendment from General Commercial Uses to Auto-Urban Uses and the Rezoning Request from Commercial, General (CG) District to Residential, Primary (RP) District, Being a 2.24-Acres Tract of land, More or Less, Out of the South ½ of Lot 6, Acres Bonitos Subdivision, Recorded in Volume 3, Page 29, Map Records in the Office of the County Clerk of Hidalgo County, Texas, Located at 205 Dawson Drive, as Requested by Benavides Engineering. [Jaime Acevedo, Director of Planning & Zoning]
- D. Hold Public Hearing and Consider the Ordinances Providing for the Comprehensive Plan Amendment from Industrial Uses to General Commercial Uses and the Rezoning Request from Agriculture and Open Space (AO) District to Commercial, General (CG) District, a 3.79 Acre Tract of Land Out of Lot 1, DFT Subdivision, an Addition to the City of Edinburg, Hidalgo County, Texas as Per Map Recorded in Volume 29, Page 1, Map Records of Hidalgo County, Texas, Located at 5504 South I-69C, as Requested by Mike Blum. [Jaime Acevedo, Director of Planning & Zoning]
- E. Hold Public Hearing and Consider the Ordinance Providing for the Rezoning Request from Agriculture and Open Space (AO) District to Residential, Urban and Townhome (RU) District, a Tract of Land Containing 19.354 Acres Situated in the City of Edinburg, Hidalgo County, Texas Being a Part or Portion of Lots 3 and 4, Section 247, Texas-Mexican Railway Company Survey, According to the Plat Thereof Recorded in Volume 2, Page 29, Hidalgo County Map Records, Located at 3601 North Cesar Chavez Road, as Requested by Melden & Hunt, Inc. [Jaime Acevedo, Director of Planning & Zoning]
- F. Hold Public Hearing and Consider the Ordinance Providing for the Rezoning Request from Agriculture and Open Space (AO) District to Residential, Primary (RP) District, Lot 16, Tierra Del Valle Subdivision No. 2, Located at 4015 West Lopez Drive, as Requested by Patricia Escamilla. [Jaime Acevedo, Director of Planning & Zoning]

8. VARIANCE

- A.** Consider Variance to the City of Edinburg Unified Development Code Article 4, Development Standards, 4.200, Landscaping and Buffering, McColl Wall Subdivision, a 5.00 Acre Tract of land Being the South 5.00 Acres of the North 10.00 Acres of the South 30.00 Acres of Lot 15 Section 237, Texas-Mexican Railway Company's Survey, Hidalgo County, Texas, According to the Plat or Map Thereof Recorded in Volume 1, Page 12, Map Records Hidalgo County, Texas and According to General Warranty Deed Recorded Under County Clerk's Document Number 3225359, Official Records, Hidalgo County Texas, Located at 1000 North McColl Road, as Requested by Quintanilla, Headley & Associates, Inc. [Jaime Acevedo, Director of Planning & Zoning]

9. ORDINANCES

- A.** Consider Ordinance Providing for a Temporary Special Use Permit for the "3rd Annual Eddy's Safari Run 5K and 2K" to be Held on Saturday, March 8, 2025, Located at 1102 West Trenton Road, as Requested by Kassandra Rodriguez Representative of South Texas Health Systems-Children's Hospital. [Jaime Acevedo, Director of Planning and Zoning]

10. AWARDING OF BIDS

- A.** Consider Awarding Bid No. 2025-05, Bi-Annual Maintenance Services Agreement for City Wide Generators, to Waukesha – Pearce Industries, L.L.C. of Edinburg, Texas for their Unit Prices as Listed in the Total Bid Amount of \$80,382.93 and Authorize the City Manager to Enter Into an Agreement Relating Thereto. [Vincent Romero, Public Works Director]

11. CONTRACTUALS

- A.** Consider Authorizing the City Manager to Execute the Advance Funding Agreement (AFA) with the Texas Department of Transportation for State Highway 107 (between US 281W to IH 69C) Project in the Amount of \$1,870,791.30 and Execute Any Documents Related Thereto. [Gerardo Carmona Jr., P.E., Director of Utilities]
- B.** Consider Authorizing the City Manager to Enter into a Memorandum of Understanding (MOU) Between South Texas College and the City of Edinburg and Execute Any Documents Related Thereto. [Jaime Ayala, Chief of Police]

12. RESOLUTIONS

- A.** Consider Resolution Authorizing the City Manager to Submit a Grant Application to the Office of the Governor for the Fiscal Year 2026 Operation Lone Star Grant Program (OLS) and Execute Any Documents Related Thereto. [Jaime Ayala, Chief of Police]
- B.** Consider Resolution Authorizing the City Manager to Submit a Project Information Form (PIF) to the Texas Water Development Board (TWDB) for the Construction of a New Wastewater Plant and Collection System Improvements Through the Clean Water State Revolving Fund (CWSRF) Program SFY 2026 and Execute Any Documents Related Thereto. [Gerardo Carmona Jr., P.E., Director of Utilities]
- C.** Consider Resolution Authorizing the City Manager to Submit a Grant Application to the Office of Congresswoman Monica De La Cruz for the FY 2026 Community Project Funding Program to Fund the Downtown Water Treatment Plant Section 2 Basin Improvements and to Execute All Grant Documents Relating Thereto. [Gerardo Carmona Jr., P.E., Director of Utilities]

13. BUDGET

- A.** Consider Approving the Fiscal Year 2024-2025 Budget Transfers for the General Fund and Utility Fund. [Ascencion Alonzo, Director of Finance]

14. APPOINTMENTS

- A.** Consider Appointments to the Following City Advisory Board, Council, Commission and Committee: All America City David Chavana 10K Advisory Board, Three Members; Community Development Council, Four Members; Cultural Activities Advisory Board, One Member; Edinburg Golf Board, One Member; Environment Advisory Board, Two Members; Public Library Board, One Member; Public Safety Board, One Member; Recreation and Parks Board, Three Members; Zoning Board of Adjustment, One Member and Two Alternates. [Clarice Y. Balderas, City Secretary]
- B.** Consider Appointment of a City of Edinburg Council Member or Representative as a Designated Board Member, and Designated Alternate Board Member to the Amigos Del Valle Board of Directors. [Clarice Y. Balderas, City Secretary]

15. CONSENT AGENDA

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

- A.** Consider Authorizing the City Manager to Execute an Interlocal Agreement with The University of Texas Rio Grande Valley for the use of Los Lagos Golf Course for the Men's and Women's Golf Team as Requested by the University of Texas Rio Grande Valley and Any Documents Related Thereto. [Tomas D. Reyna, Assistant City Manager]
- B.** Consider Authorizing the City Manager to Renew the Smart Water Meter Software Annual Subscription to Kamstrup Water Metering LLC for existing and new meters in the Total Amount of \$42,356.97. [Gerardo Carmona Jr., P.E., Director of Utilities]
- C.** Consider Authorizing the City Manager to Enter into a Waterline Access Agreement with North Alamo Water Supply Corporation to Provide Fire Protection Services to Sunset Groves Subdivision. [Gerardo Carmona, Jr, P.E., Director of Utilities]
- D.** Consider Authorizing the City Manager to Enter Into a Waterline Access Agreement with Sharyland Water Supply Corporation to Provide Fire Protection services to McColl Walls Subdivision. [Gerardo Carmona Jr., P.E., Director of Utilities]
- E.** Consider Authorizing the Renewal of a Three (3) Year Term of a Network Detection and Response (NDR) and Email Filtering Systems from Apollo Information Systems, Corp., Through the Department of Information Resources (DIR) Contracts, DIR-CPO-4868 in the Amount of \$328,784.76 and Authorize the City Manager to Execute Any Documents Related Thereto. [Daniel Vera, Director of Information Technology]
- F.** Consider Authorizing the Purchase of Thirty Six (36) Dell Devices from Dell Technologies Through the Department of Information Resources (DIR), Contract No. TX DIR-TSO-3763, in the Amount of \$39,642. [Daniel Vera, Director of Information Technology]

- G.** Consider Resolution Authorizing the City Manager to Submit a Grant Application to the Office of the Governor Under the Fiscal Year 2026 Border Zone Fire Departments (BZFD) Grant Program and to Execute all Grant Documents Relating Thereto. [Omar Garza, Fire Chief].
- H.** Consider Authorizing the Purchase of a 2025 Ford F-150 STX Crew Cab 4x4 from Boswell Elliff, Through the Texas Interlocal Purchasing System (TIPS-USA) Vendor No. 7490 via Contract No. 240901 Transportation Vehicle, in the Amount of \$48,929. [Omar Garza, Fire Chief]
- I.** Consider Authorizing the Purchase of Thirty-Five (35) Daniel Defense Custom Rifles with Aimpoint PRO Patrol Rifle Optic from Clyde Armory Inc, Through the Local Government Purchasing Cooperative (BuyBoard) in the Amount of \$68,495.00. [Jaime Ayala, Chief of Police]
- J.** Consider Resolution Authorizing the City Manager to Submit a Grant Application to the Office of the Attorney General of Texas Fiscal Year 2026-2027 Victim Coordinator and Liaison Grant Program and Execute Any Grant Documents Relating Thereto. [Jaime Ayala, Chief of Police]
- K.** Submit Annual Report for Officer Initiated Contact Data by the Edinburg Police Department, as Required by the Texas Racial Profiling Law, (S.B. Number 1074). [Jaime Ayala, Police Chief]

16. OTHER BUSINESS

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

17. EXECUTIVE SESSION

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

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

OPEN SESSION

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

18. 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 February 28, 2025 at 7:30 p.m.

By: /s/ Clarice Y. Balderas
Clarice Y. Balderas, City Secretary
City of Edinburg, Texas

Disability Access Statement

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



CITY OF EDINBURG - CITY COUNCIL

Meeting Date: March 4, 2025

PROCLAMATIONS/RECOGNITIONS

Agenda Item No: 5.A.

Proclamation: Theater in Our Schools Month

1. Agenda Item:

Presentation of Proclamation Recognizing March 2025 as Theater in Our Schools Month. [Clarice Y. Balderas, City Secretary]

2. Description:

Theater in Our Schools Month is a campaign to raise public awareness of the impact of theater education and draw attention to the need for more access to quality programs for all students.

Theater helps students build self-confidence, enhance self-reliance, and cultivate empathy and compassion toward themselves and others. As both a creative outlet and a foundation for potential professional careers, theater programs in Edinburg, Texas, shape the future of our young people by providing them with invaluable skills, including problem-solving, teamwork, leadership, and collaboration.

The Edinburg City Council would like to recognize March 2025 as Theater in Our Schools Month.

3. Staff's Recommendation:

Present Proclamation Recognizing March 2025 as Theater in Our Schools Month.

Reviewed by:

Clarice Balderas, City Secretary

Prepared by:

Maria Ortiz, Administrative Assistant

Attachments:

A. Proclamation: Theatre In Our Schools Month

PROCLAMATION



THEATRE IN OUR SCHOOLS MONTH MARCH 2025

WHEREAS, every year in March, the American Alliance for Theatre & Education, the Educational Theatre Association, and the International Thespian Society partner for Theatre In Our Schools Month to raise awareness about the value of theatre education and draw attention to the need for all students to have access to a quality theatre program; and,

WHEREAS, theatre is an integral part of arts education, and the arts have been a fundamental part of human life, enriching and deepening the human experience while adding creativity and meaning to our environment; and,

WHEREAS, all students participating in arts education benefit from the skills and processes developed through theatre, applying them in a variety of disciplines and career paths; and,

WHEREAS, participation in theatre fosters essential life skills such as listening, understanding human experiences, adapting to diverse perspectives, effective communication, critical thinking, and creative expression; and,

WHEREAS, theatre helps students build self-confidence, enhance self-reliance, and cultivate empathy and compassion toward themselves and others; and,

WHEREAS, as both a creative outlet and a foundation for potential professional careers, theatre programs in Edinburg, Texas, shape the future of our young people by providing them with invaluable skills, including problem-solving, teamwork, leadership, and collaboration; and,

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

THEATRE IN OUR SCHOOLS MONTH

and encourage everyone to celebrate and support theatre education, its students, and its educators as we work toward a brighter future enriched by the performing arts.

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 4th day of March, 2025.

CITY OF EDINBURG, TEXAS

By: _____
Ramiro Garza, Jr., Mayor

ATTEST:

By: _____
Clarice Y. Balderas, City Secretary





CITY OF EDINBURG - CITY COUNCIL

Meeting Date: March 4, 2025

PROCLAMATIONS/RECOGNITIONS

Agenda Item No: 5.B.

Present the Recipients for the Employee of the Month Award for the Months of December 2024 and January 2025.

1. **Agenda Item:**

Present the Recipients for the Employee of the Month Award for the Months of December 2024 and January 2025. [Belinda Torres, Director of Human Resources/Civil Service]

2. **Description:**

The City of Edinburg Employee Engagement Committee assists to promote employee appreciation and recognition. The City would like to recognize the recipients for the Employee of the Month for the months of December 2024 and January 2025.

The recipient for the month of December 2024 is Elisa Figueroa, Administrative Specialist with the Police Department.

The recipient for the month of January 2025 is Diana A. Ramos, Permit Supervisor with the Building Safety Department.

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

The Edinburg City Council would like to recognize Elisa Figueroa and Diana A. Ramos for being loyal, dedicated employees of the City of Edinburg.

3. **Staff's Recommendation:**

Present the Recipients for the Employee of the Month Award for the Months of December 2024 and January 2025.

Reviewed by:

Prepared by:

Belinda Torres, Director of
Human Resources/Civil
Service

Attachments:

None



CITY OF EDINBURG - CITY COUNCIL

Meeting Date: March 4, 2025

PROCLAMATIONS/RECOGNITIONS

Agenda Item No: 5.C.

Presentation: All America City 10K

1. Agenda Item:

Presentation Recognizing the City of Edinburg Parks & Recreation Department 2025 43rd Annual All-America City David Chavana 10K Run/Walk Top Winners. [Javier Garza, Director of Parks and Recreation]

2. Description:

The City of Edinburg Parks & Recreation Department would like to recognize the efforts from our local community that participated in the 2025 43rd Annual All-America City David Chavana 10K Run/Walk race event held on Saturday, February 1, 2025. Over 2,500 runners participated in the 10K as well as 10,100 total registered runners for all three races combined.

We would like to recognize the following athletes:

1st Male & Female City of Edinburg Employees:

Fernando Saldivar (Fire Department) / Myra Ledezma (Human Resources)

1st Edinburg Male: Marcelo Corbitt

1st Edinburg Female & 1st Female ECISD Employee: Ariana Trejo

1st Male ECISD Employee: Tristan Pena

3. Staff's Recommendation:

Recognize the City of Edinburg Parks & Recreation Department 2025 43rd Annual All-America City David Chavana 10K Run/Walk Top Winners.

Reviewed by:

Jesus Saenz, Assistant City Manager

Final Approval - 2/28/2025

Prepared by:

Lee Tamez, Recreation
Supervisor

Attachments:

None



CITY OF EDINBURG - CITY COUNCIL

Meeting Date: March 4, 2025

PUBLIC HEARINGS

Agenda Item No: 7.A.

Rezoning Request - Otoniel Resendez

1. **Agenda Item:**

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

2. **Description:**

This property is located on the west side of South Veterans Road, approximately 625 feet south of South Trenton Road. The property has a total frontage of 101.67 feet along South Veterans Boulevard and a lot depth of 303 feet for a total lot area of 30, 801.01 square feet (0.71 Acres). This lot is part of the Trenton Terrace Subdivision that was recorded on September 5, 1989, and was annexed into the city limits on December 10, 2013. On January 19, 2021, the property was rezoned from Agriculture and Open Space (AO) District to Commercial, Neighborhood (CN) District. The requested zoning designation is Commercial, General (CG) District, which is the primary commercial district, meant to accommodate a wide range of commercial uses including highway service uses, and community or regional commercial office and service uses. The lot is currently vacant and the applicant indicated the reason for the zone change request is for land efficiency.

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

Staff mailed a notice of the public hearing to 17 neighboring property owners on Friday, January 31, 2025, and received no comments in favor or against this request at the time this report was prepared. Notice of this public hearing was published in the newspaper on February 15, 2025.

On February 5, 2025, Planning staff met with City of Edinburg development departments to discuss the proposed rezoning. It was determined that infrastructure in this area will support the proposed development.

On February 13, 2025, the Planning & Zoning Commission recommended with a unanimous vote of 5-0 to approve the Comprehensive Plan Amendment and the Rezoning Request.

3. **Staff's Recommendation:**

Staff recommends approval of the Comprehensive Plan Amendment from Neighborhood Commercial Uses to General Commercial Uses and the Rezoning Request from Commercial, Neighborhood (CN) District to Commercial, General (CG) District based on existing commercial

development in the area. If approved, the applicant will need to comply with all requirements during the permitting process including compliance with subdivision regulations, building/fire codes, fire protection, parking, landscape buffer-yards, solid waste services, utility, and other City requirements, as applicable.

Reviewed by:

Jaime Acevedo, Director of Planning and Zoning

Jesus Saenz, Assistant City Manager

Approved - 2/28/2025

Final Approval -
2/28/2025

Prepared by:

Rita Guerrero, Assistant
Director of Planning and
Zoning

Attachments:

- A. City Council Agenda Packet Attachments
- B. Ordinance

MEETING DATES:
PLANNING & ZONING COMMISSION – 02/13/25
CITY COUNCIL – 03/04/25
DATE PREPARED – 1/31/25

STAFF REPORT
GENERAL INFORMATION

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

APPLICANT: Otoniel Resendez

AGENT: Not Applicable

LEGAL: Lot 1, Trenton Terrace Subdivision

LOCATION: 4401 South Veterans Road

LOT/TRACT SIZE: 30,801.01 square feet (0.71 Acres)

CURRENT USE: Vacant land

PROPOSED USE: Commercial Development

EXISTING ZONING: Commercial, Neighborhood District

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

LAND USE PLAN: Neighborhood Commercial Uses

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

RECOMMENDATION: Staff recommends approval of the Comprehensive Plan Amendment from Neighborhood Commercial Uses to General Commercial Uses and the Rezoning Request from Commercial, Neighborhood (CN) District to Commercial, General (CG) District based on existing commercial development in the area.

REZONING REQUEST
OTONIEL RESENDEZ

EVALUATION

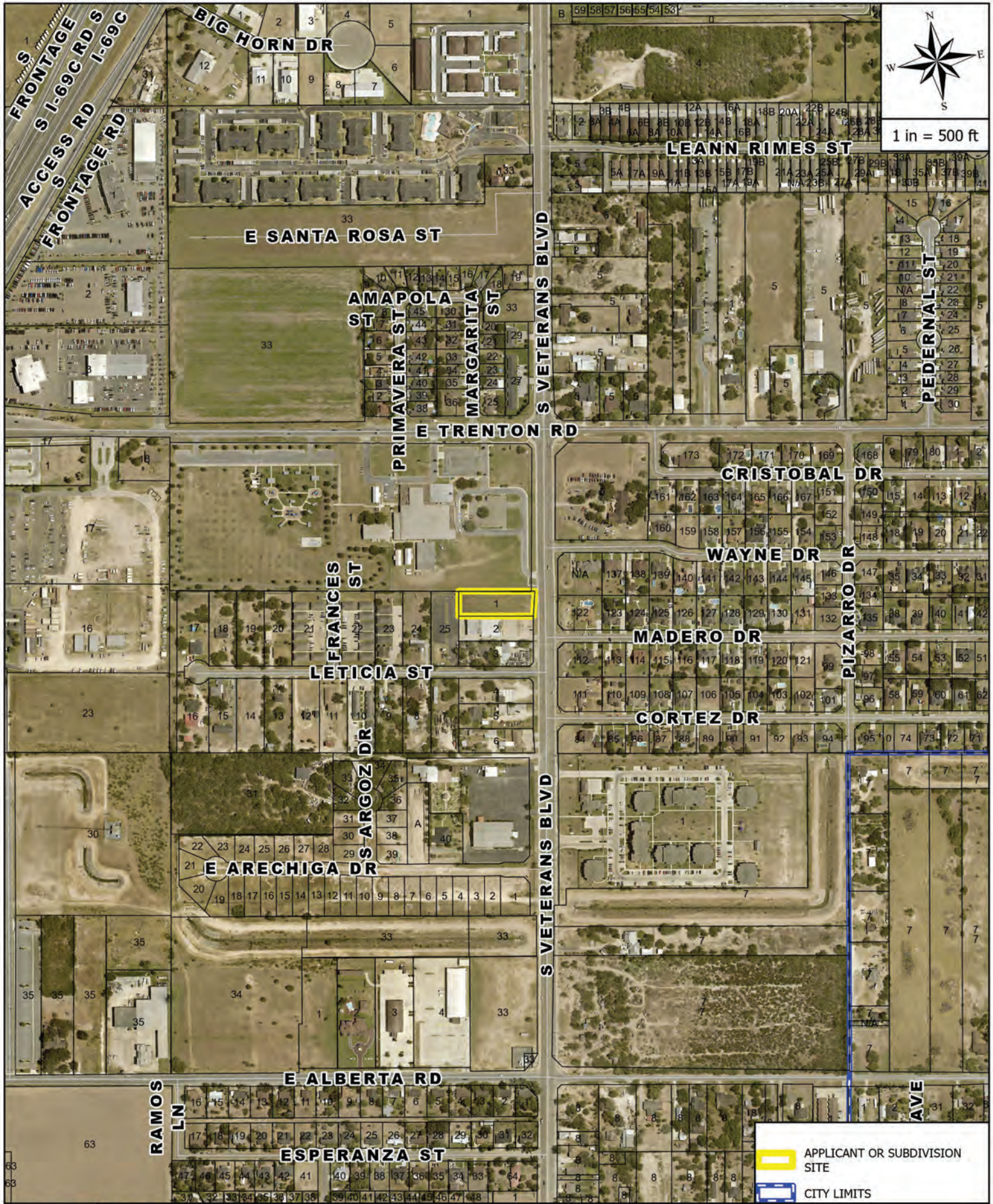
The following is the staff's evaluation of the request:

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

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

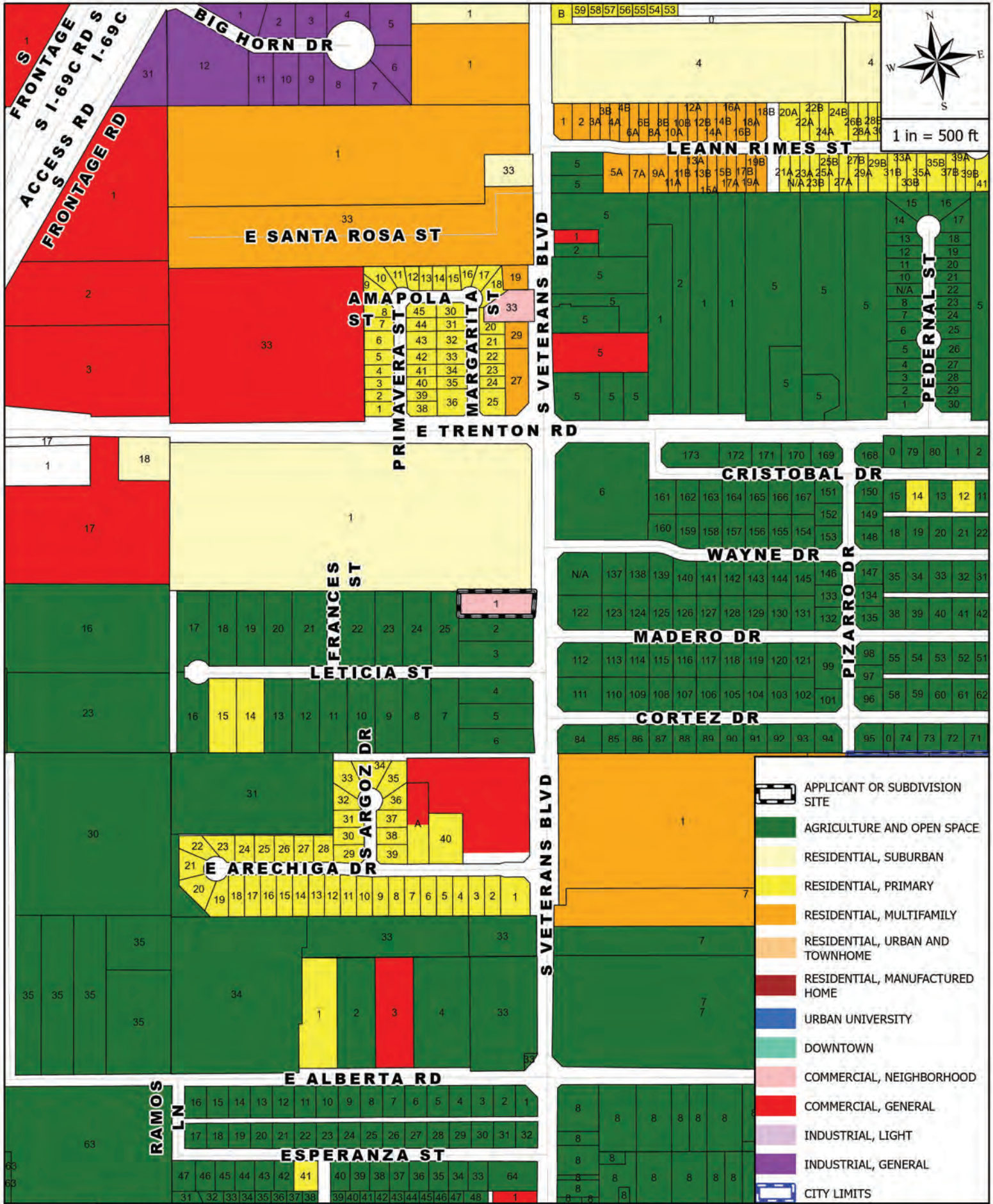
Staff mailed a notice of the public hearing to 17 neighboring property owners on Friday, January 31, 2025, and received no comments in favor or against this request at the time this report was prepared. Notice of this public hearing was published in the newspaper on February 15, 2025.





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

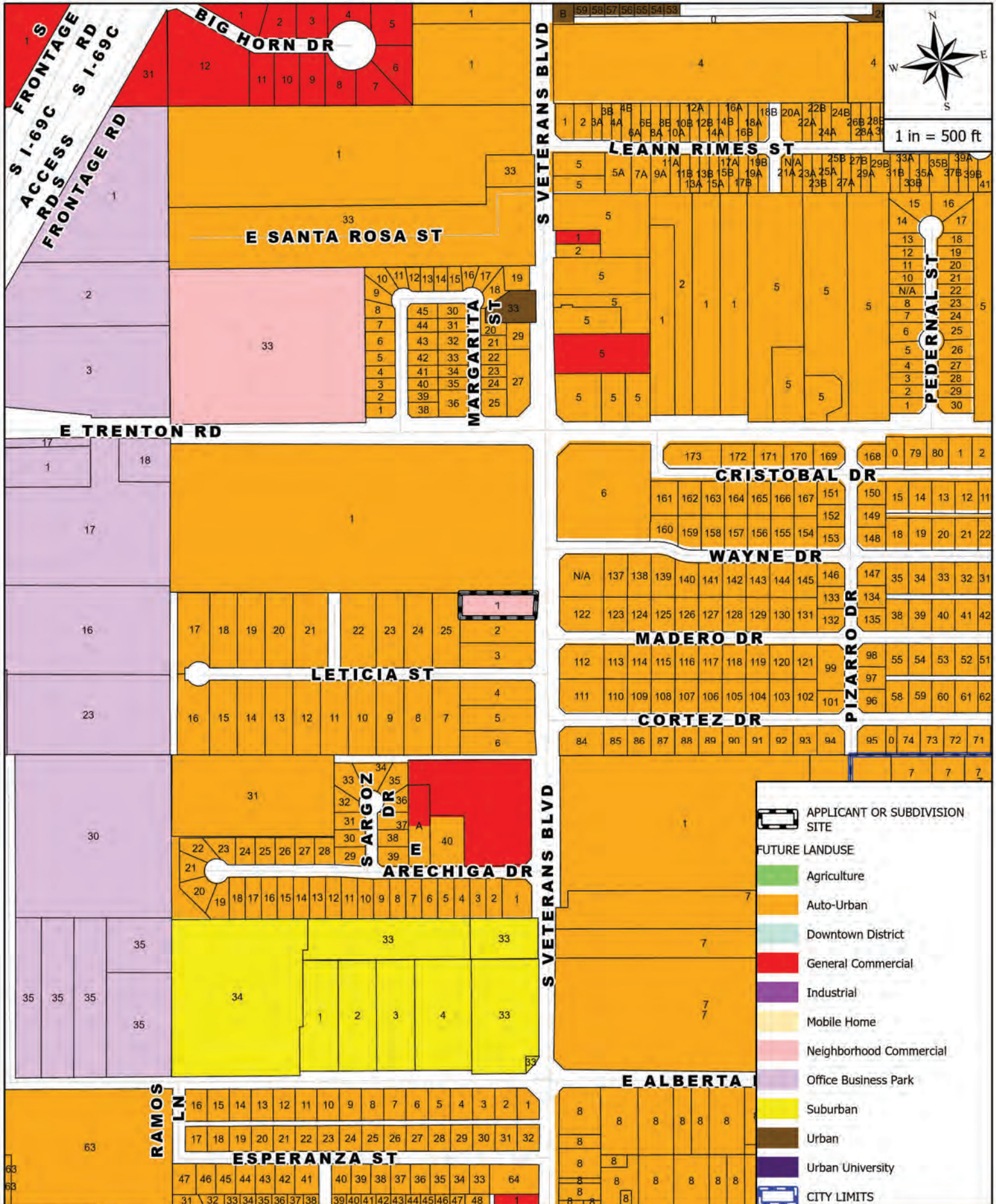
 APPLICANT OR SUBDIVISION SITE
 CITY LIMITS



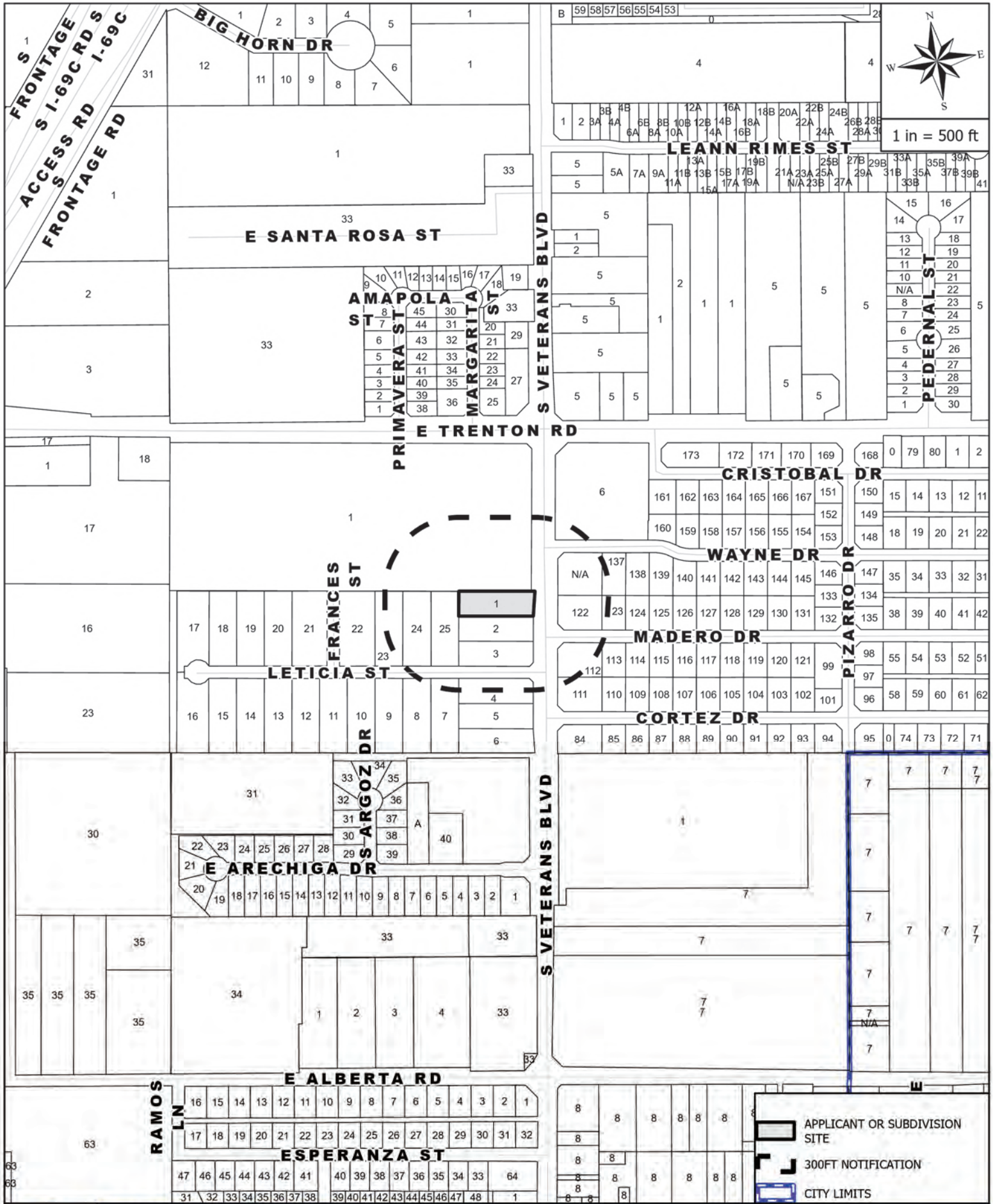
ZONING MAP

APPLICANT AND/OR SUBDIVISION:

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



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



MAILOUT AND SITE MAP

APPLICANT AND/OR SUBDIVISION:

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

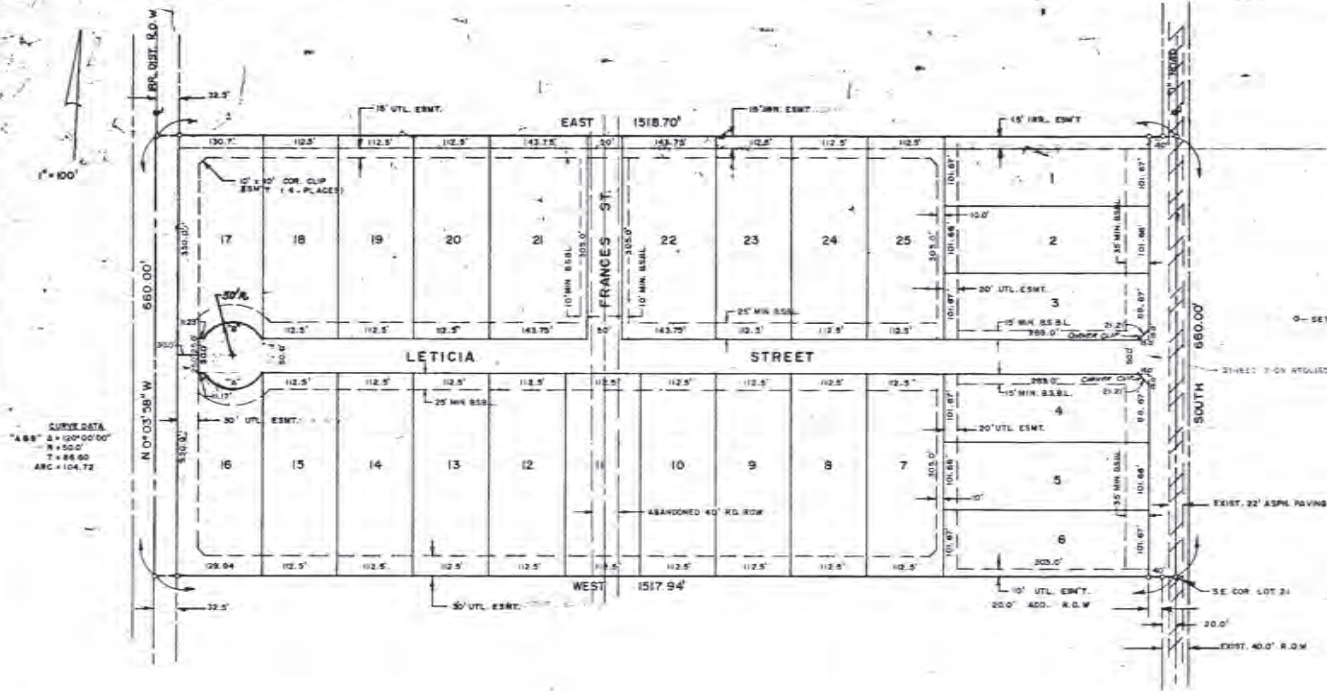


Rezoning Request Site Photo

Otoniel Resendez

4401 South Veterans Boulevard





NOTES AND BOUNDARY DESCRIPTION

COMMENCING at the Southeast corner of Lot 21, said point being the intersection of "I" Road, and also being the Southeast corner and POINT OF BEGINNING of this description;

THENCE, West with and along the South lot line of Lots 21 & 22, a distance of 1517.94 feet to a point for the Southeast corner, said point being on the West lot line of Lot 22;

THENCE, North 0 deg. 09 min. 39 sec. West, with and along the West lot line of Lot 22, a distance of 860.0 feet to a point for the Northwest corner;

THENCE, East with and along the North lot line of Lots 22 & 21, a distance of 1518.7 feet to a point for the Northeast corner, said point being on the center line of "I" Road and East lot line of Lot 21;

THENCE, South with and along the centerline of "I" Road and East lot line of Lot 21, a distance of 860.0 feet to a point for the Southeast corner and POINT OF BEGINNING of this description containing 23.0 acres more or less.

- NOTES:**
- 100-Year Flood Zone "B" - Areas of leak check-pipe foot.
 - Minimum finished floor slab elevation to be 15" above top of curb.
 - Building setbacks: as noted
 - Set 1/2" type plan pin on lot corners.
- | | |
|-------------|------|
| Front | 45.0 |
| Side | 7.0 |
| Rear | 10.0 |
| Street Side | 10.0 |

**PLAT OF
TRENTON TERRACE**
BEING A
RESUBDIVISION OF LOTS 21 AND 22,
M.L. WOODS CO. TRACT NO. 4,
HIDALGO COUNTY, TEXAS
23.00 ACRES

STATE OF TEXAS
COUNTY OF HIDALGO
KNOW ALL MEN BY THESE PRESENTS
I, THE UNDERSIGNED, OWNER OF THE LAND SHOWN ON THIS PLAT, AND DESIGNATED HEREIN AS TRENTON TERRACE TO THE CITY OF
EDINBURG, TEXAS, AND WHOSE NAME IS SUBSCRIBED HERE TO, HERBY DEDICATE TO THE USE OF THE PUBLIC, ALL STREETS, ALLEYS AND EASEMENTS THEREON
SHOWN, FOR PURPOSE AND CONSIDERATION THEREIN EXPRESSED.

[Signature]
OWNER

STATE OF TEXAS
COUNTY OF HIDALGO
BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED, THE ABOVE NAMED OWNER, KNOWN TO ME TO BE THE PERSON WHOM NAME
IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE PURPOSES AND CONSIDERATIONS THEREIN STATED.
GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS 11th DAY OF APRIL, 1999.

[Signature]
NOTARY PUBLIC MARIE G. GARCIA
Notary Public
in & for
State of Texas

STATE OF TEXAS
COUNTY OF HIDALGO
I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL ENGINEER AND REGISTERED PUBLIC SURVEYOR 3218 IN THE STATE OF TEXAS HERBY CERTIFY, AND A PROPER
ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT AND THAT THIS PLAT IS TRUE AND CORRECTLY MADE AND IS PREPARED FROM AN ACTUAL
SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND, AND FURTHER CERTIFY THAT PROPER ENGINEERING HAS BEEN GIVEN
TO THIS PLAT.

[Signature]
SAMUEL H. FAIR
REGISTERED PROFESSIONAL ENGINEER
No. 3218
State of Texas

STATE OF TEXAS
COUNTY OF HIDALGO
THIS PLAT IS HERBY APPROVED BY HIDALGO COUNTY IRRIGATION DISTRICT NO. 2, SUBJECT TO THE CONDITION THAT IF IRRIGATION FROM SAID DISTRICT IS DESIRED
TO THE INDIVIDUAL LOTS IN SAID SUBDIVISION, PROVISION SHALL BE MADE FOR APPROPRIATE EASEMENT FOR THE INSTALLATION OF NECESSARY IRRIGATION FACILITIES
TO SUCH LOTS FROM THE CLOSEST WATER DISTRICT DELIVERY POINT AND IT SHALL BE THE RESPONSIBILITY OF THE OWNER OF THE PROPERTY TO INSTALL SUCH
NECESSARY FACILITIES.

ATTEST: *[Signature]*
SECRETARY

[Signature]
H.C.I. DISTRICT NO. 2 PRESIDENT

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

DATE: April 11, 1999

[Signature]
CHAIRMAN, PLANNING AND ZONING COMMISSION

THIS PLAT APPROVED BY THE HIDALGO COUNTY, CITY OF EDINBURG, ON THIS THE 16th DAY OF April, A.D. 1999.

ATTEST: *[Signature]*
CITY SECRETARY

[Signature]
MAYOR

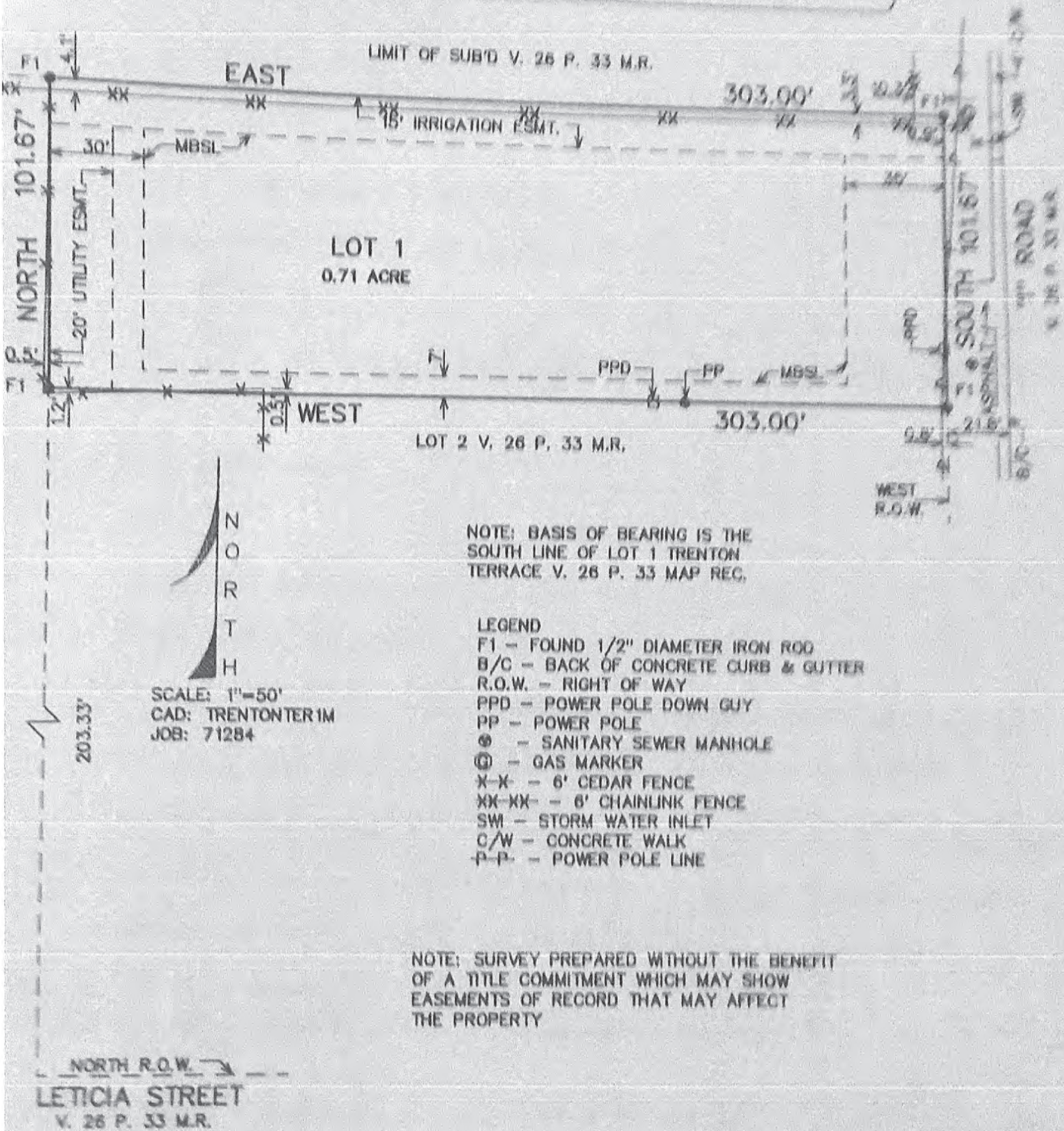
APPROVED FOR RECORDING
BY
COMMISSIONER OF COUNTY
This day 11th of April 1999
WILLIAM "BILLY" LEO, County Clerk
Hidalgo County, Texas
By *[Signature]* Deputy

APPROVED FOR RECORDING
HIDALGO CO. PLANNING DEPT.
DATE: 4-12-99

Checked for Drainage
BY: *[Signature]*
26 May 99
Edinburg, Texas
City and State, Inc.
County Surveyors

PEÑA ENGINEERING

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





Planning & Zoning

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



THE CITY OF
Edinburg

Zone Change Application

ENERGOV CASE #

R2NE-2024-0243

Date: October 14, 2024

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

3. Mailing Address: Po Box 1336

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

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

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

9. Agent's Mailing Address: -

10. City: - State: - Zip: -

11. Agent's Email: -

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

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

Lot 1 Trenton Terrace

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

16. Existing Land Use: Commercial Neighborhood

17. Reason for Zone Change: land efficiency

Otoniel Resendez
(Please Print Name)

[Signature]
Signature

OFFICE USE ONLY

REVIEWED BY _____ DATE RECEIVED _____

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PID: 652002

ORDINANCE NO. _____

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

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

WHEREAS, the said Planning and Zoning Commission of the City of Edinburg, Texas, gave due notice as provided by said Unified Development Code of a public hearing to be held before said Planning and Zoning Commission, on February 13, 2025, at 5:30 P.M., in the Edinburg City Hall, City Council Chambers, located at 415 West University Drive, Edinburg, Texas, and said public hearing was held at such time and place, and all of which procedure in the giving of notice and the holding of said public hearing is hereby ratified and confirmed as meeting all the requirements of said Unified Development Code of the City of Edinburg, Texas and applicable statutes, providing said notice by U. S. Mail to all property owners and persons rendering property for taxation within 300 feet of the property affected not less than ten (10) days before said public hearing; and

WHEREAS, after such public hearing, the Planning and Zoning Commission of the City of Edinburg, Texas, presented its report to the City Council of the City of Edinburg that they approved the change in zoning of said property, from one district to the other; and

WHEREAS, after receipt of the final report from the Planning and Zoning Commission, the City Council of said City provided due notice, as provided by said Unified Development Code to be held before said City Council, and notice was published one time in a newspaper published in the City of Edinburg, Texas, and of general circulation in said City, stating that a public hearing to consider said proposed revision would be held on March 4, 2025 at 6:00 P.M., in the Edinburg

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

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

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

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

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

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

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

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

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

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

READ, CONSIDERED, PASSED AND APPROVED at a regular meeting of the City Council of the City of Edinburg, Texas at which a quorum was present and which was held in accordance with V.T.C.A., Government Code, Section 551.041, on the 4th day of March, 2025.

CITY OF EDINBURG

By: _____
Ramiro Garza, Jr., Mayor

ATTEST:

By: _____
Clarice Y. Balderas, City Secretary

APPROVED AS TO FORM:

By: _____
Josephine Ramirez-Solis, City Attorney

ORDINANCE NO. _____

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

READ, CONSIDERED, PASSED AND APPROVED at a regular meeting of the City Council of the City of Edinburg, Texas, at which a quorum was present and which was held in accordance with V.T.C.A., Government Code, Section 551.041, on the 4th day of March, 2025.

CITY OF EDINBURG

By: _____
Ramiro Garza, Jr., Mayor

ATTEST:

By: _____
Clarice Y. Balderas, City Secretary

APPROVED AS TO FORM:

By: _____
Josephine Ramirez-Solis, City Attorney



CITY OF EDINBURG - CITY COUNCIL

Meeting Date: March 4, 2025

PUBLIC HEARINGS

Agenda Item No: 7.B.

Rezoning Request - Alma Sonia Salazar

1. **Agenda Item:**

Hold Public Hearing and Consider the Ordinances Providing for the Comprehensive Plan Amendment from Neighborhood Commercial Uses to General Commercial Uses and the Rezoning Request from Agriculture and Open Space (AO) District to Commercial, General (CG) District, Lot 6, Trenton Terrace Subdivision, Located at 4511 South Veterans Boulevard, as Requested by Alma Sonia Salazar. [Jaime Acevedo, Director of Planning & Zoning]

2. **Description:**

This property is located on the west side of South Veterans Road, approximately 1,273 feet north of East Alberta Road. The property has a total frontage of 101.67 feet along South Veterans Boulevard and a lot depth of 303 feet for a total lot area of 30,801.01 square feet (0.71 Acres). The requested zoning designation is the Commercial, General (CG) District, which is the primary commercial district, meant to accommodate a wide range of commercial uses, including highway service uses, and community or regional commercial office, and service uses. The lot is currently occupied with a daycare facility and the applicant indicated the reason for the zone change request is to change to commercial use.

The property is currently zoned Agriculture and Open Space (AO) District. This lot is part of the Trenton Terrace Subdivision that was recorded on September 5, 1989, and was annexed into the city limits on December 10, 2013. Adjacent zoning is Agriculture and Open Space (AO) District to the north, east, and west, with Commercial, General (CG) District to the south. Surrounding land consists of a mixture of commercial uses and residential uses. The future land use designation for this property is for Neighborhood Commercial Uses.

Staff mailed a notice of the public hearing to 18 neighboring property owners on Friday, January 31, 2025, and received no comments in favor or against this request at the time this report was prepared. Notice of this public hearing was published in the newspaper on February 15, 2025.

On February 5, 2025, Planning staff met with City of Edinburg development departments to discuss the proposed rezoning. It was determined that infrastructure in this area will support the proposed development.

On February 13, 2025, the Planning & Zoning Commission recommended with a unanimous vote of 5-0 to approve the Comprehensive Plan Amendment and the Rezoning Request.

3. **Staff's Recommendation:**

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

Reviewed by:

Jaime Acevedo, Director of Planning and
Zoning

Jesus Saenz, Assistant City Manager

Approved - 2/28/2025

Final Approval -
2/28/2025

Prepared by:

Rita Guerrero, Assistant
Director of Planning and
Zoning

Attachments:

- A. City Council Agenda Packet Attachments
- B. Ordinance

MEETING DATES:
PLANNING & ZONING COMMISSION – 02/13/25
CITY COUNCIL – 03/04/25
DATE PREPARED – 01/31/25

STAFF REPORT
GENERAL INFORMATION

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

APPLICANT: Alma Sonia Salazar

AGENT: Not Applicable.

LEGAL: Lot 6, Trenton Terrace Subdivision

LOCATION: 4511 South Veterans Road

LOT/TRACT SIZE: 30,801.01 square feet (0.71 Acres)

CURRENT USE: Daycare

PROPOSED USE: Commercial Development

EXISTING ZONING: Agriculture and Open Space (AO) District

ADJACENT ZONING: North – Agriculture and Open Space (AO) District
South – Commercial, General (CG) District
East – Agriculture and Open Space (AO) District
West – Agriculture and Open Space (AO) District

LAND USE PLAN: Neighborhood Commercial Uses

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

RECOMMENDATION: Staff recommends approval of the Comprehensive Plan Amendment from Neighborhood Commercial Uses to General Commercial Uses and the Rezoning Request from Agriculture and Open Space (AO) District to Commercial, General (CG) District based on existing land uses, adjacent zoning and surrounding land uses.

REZONING REQUEST
ALMA SONIA SALAZAR

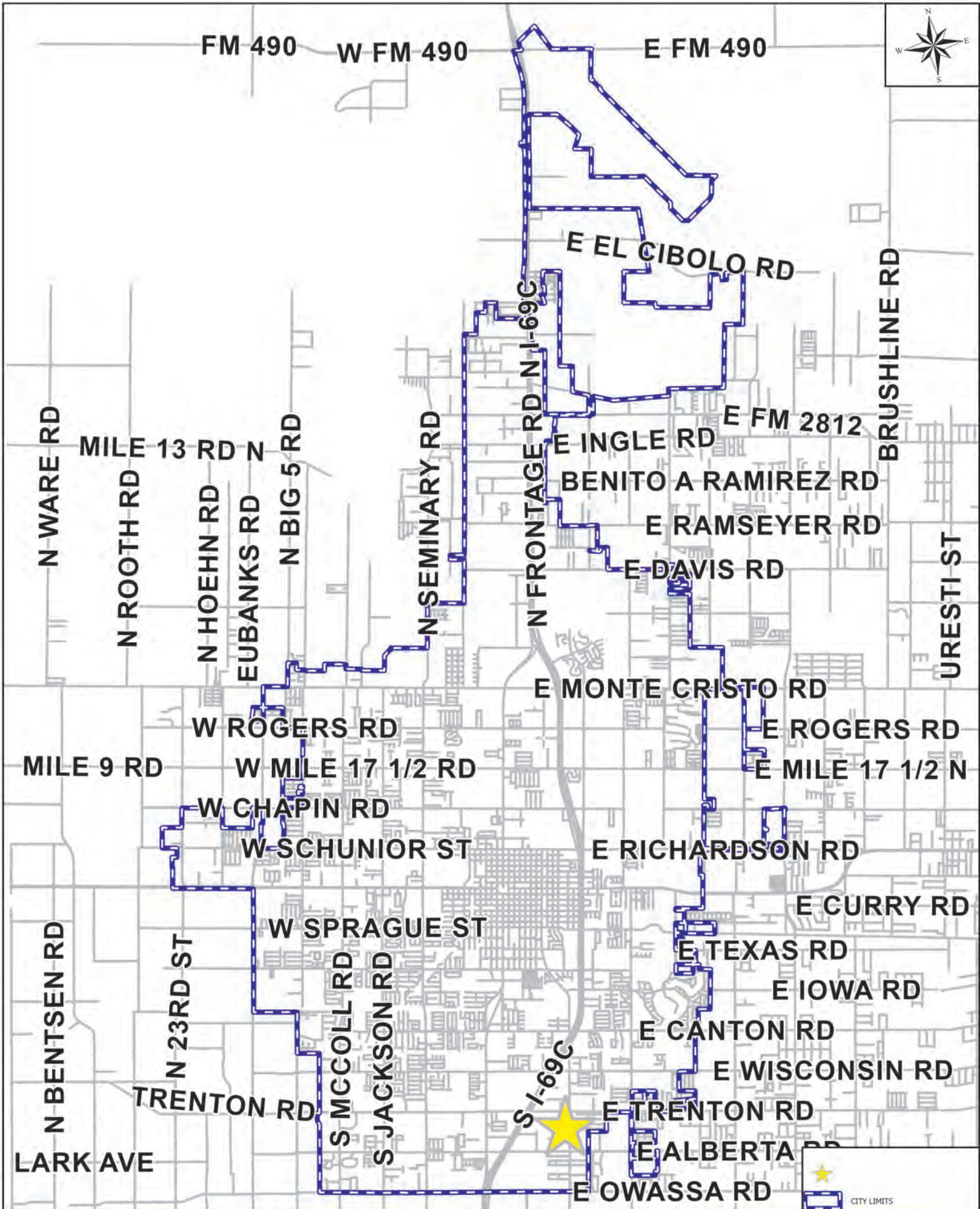
EVALUATION

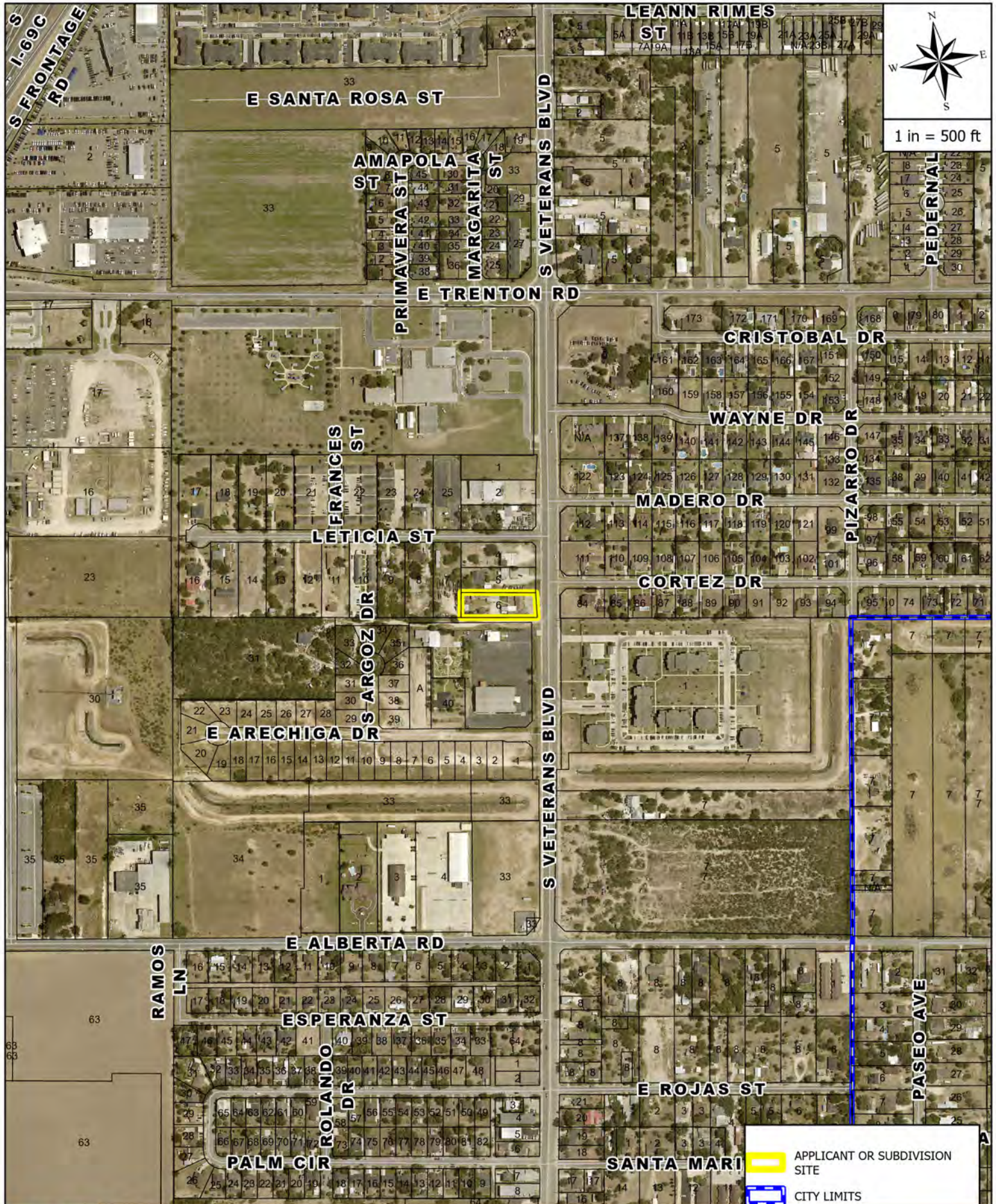
The following is the staff's evaluation of the request:

1. This lot is part of the Trenton Terrace Subdivision that was recorded on September 5, 1989 and was annexed into the city limits on December 10, 2013.
2. Adjacent zoning is Commercial, General (CG) District to the south and Agriculture and Open Space (AO) District to the north, east, and west.
3. The proposed zoning is inconsistent with the Future Land Use Plan.
4. There is an existing daycare business at this location.

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

Staff mailed a notice of the public hearing to 18 neighboring property owners on Friday, January 31, 2025, and received no comments in favor or against this request at the time this report was prepared. Notice of this public hearing was published in the newspaper on February 15, 2025.

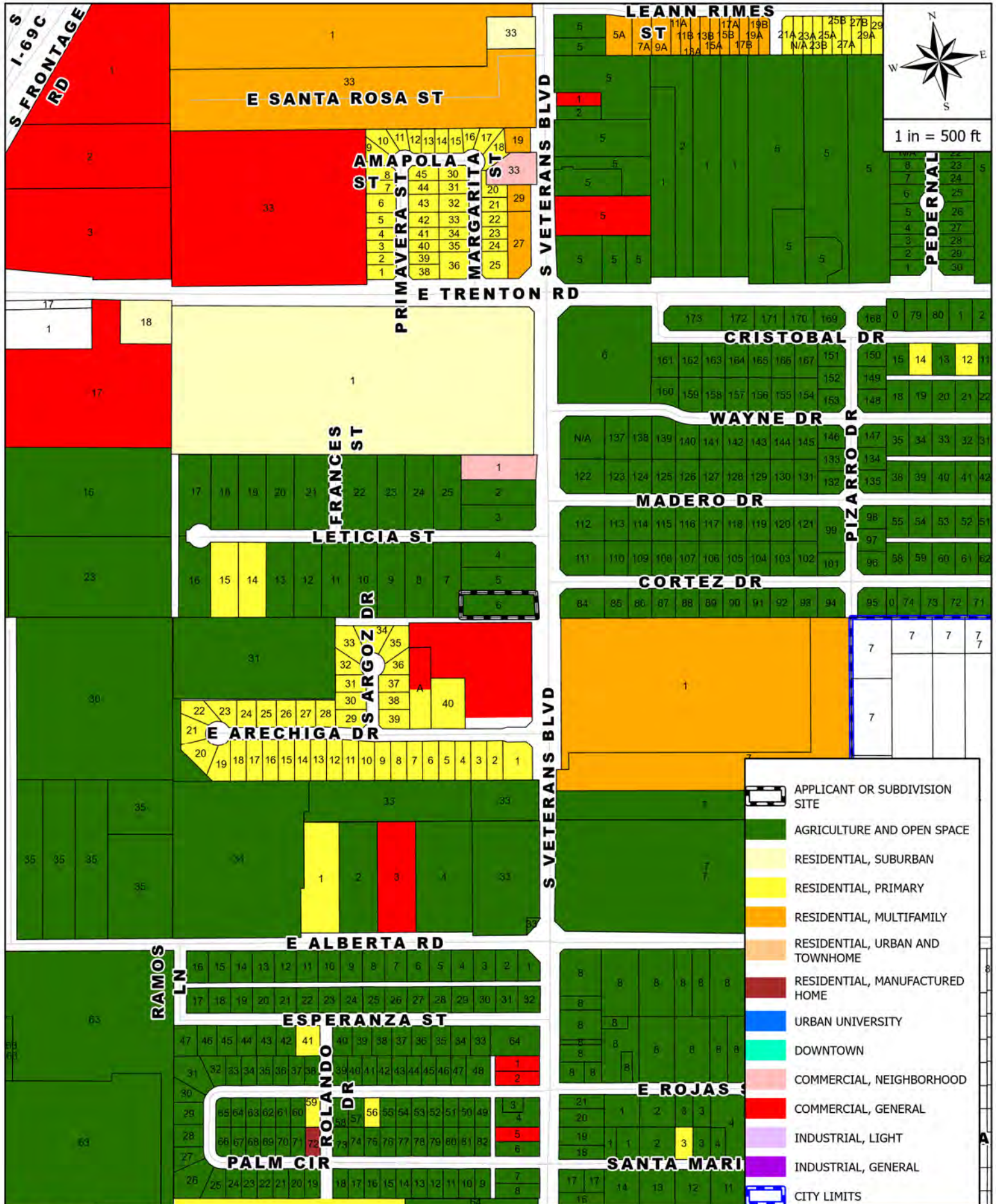


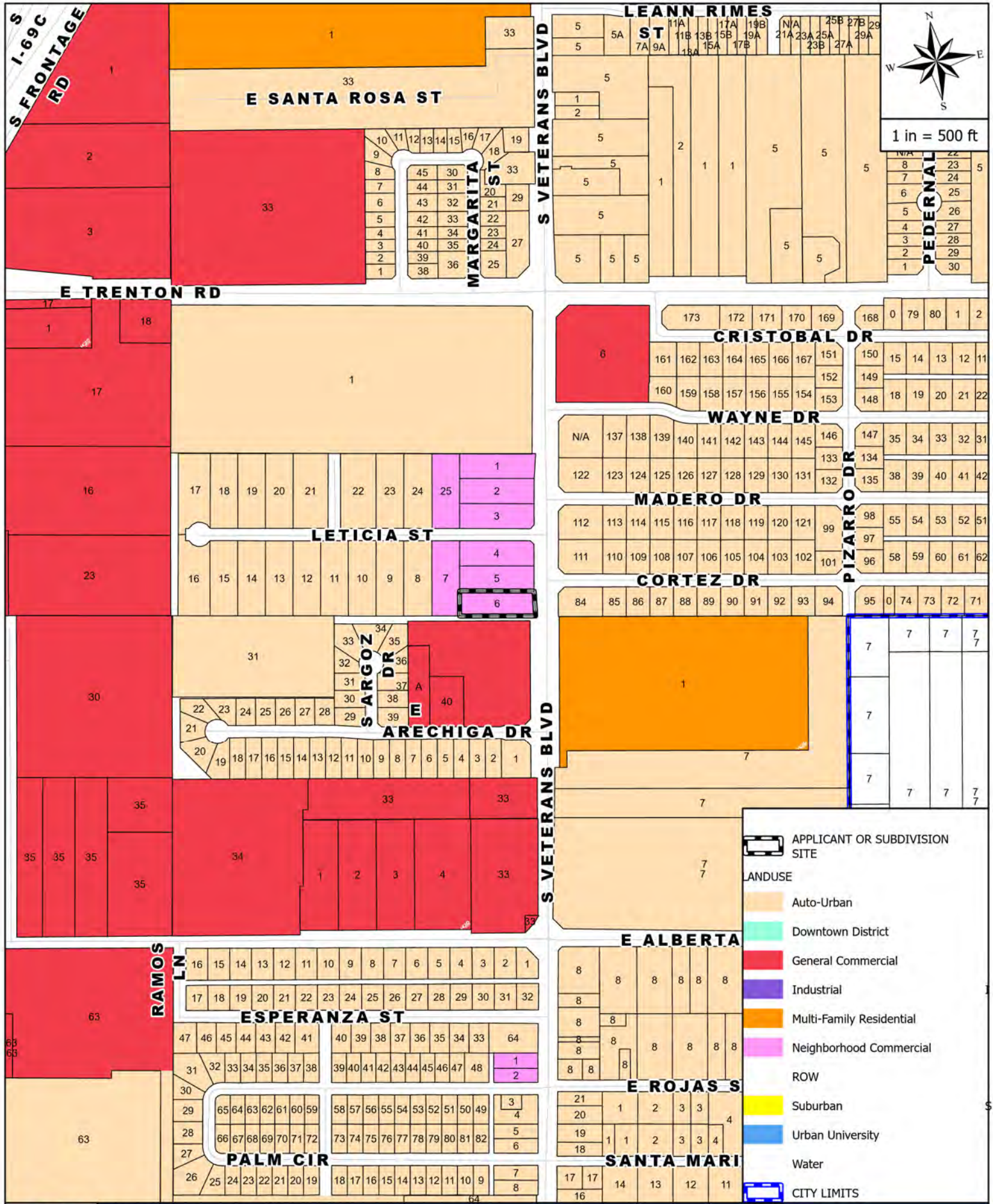


AERIAL MAP

APPLICANT AND/OR SUBDIVISION:

RZNE-2025-0250 4511 S VETERANS BLVD - ALMA S SALAZAR



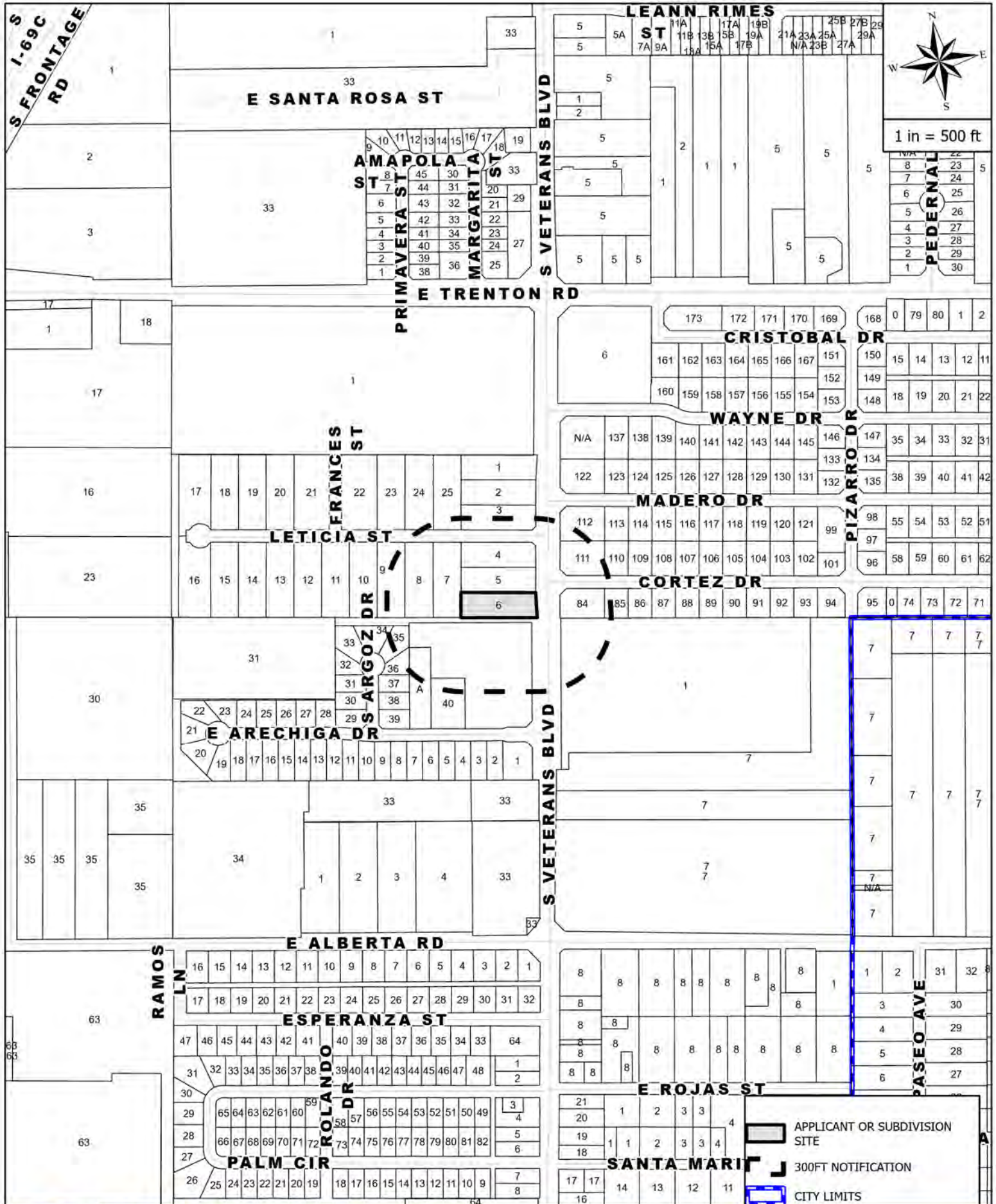


FUTURE LAND USE MAP

APPLICANT AND/OR SUBDIVISION:

RZNE-2025-0250 4511 S VETERANS BLVD - ALMA S SALAZAR





MAILOUT AND SITE MAP

APPLICANT AND/OR SUBDIVISION:

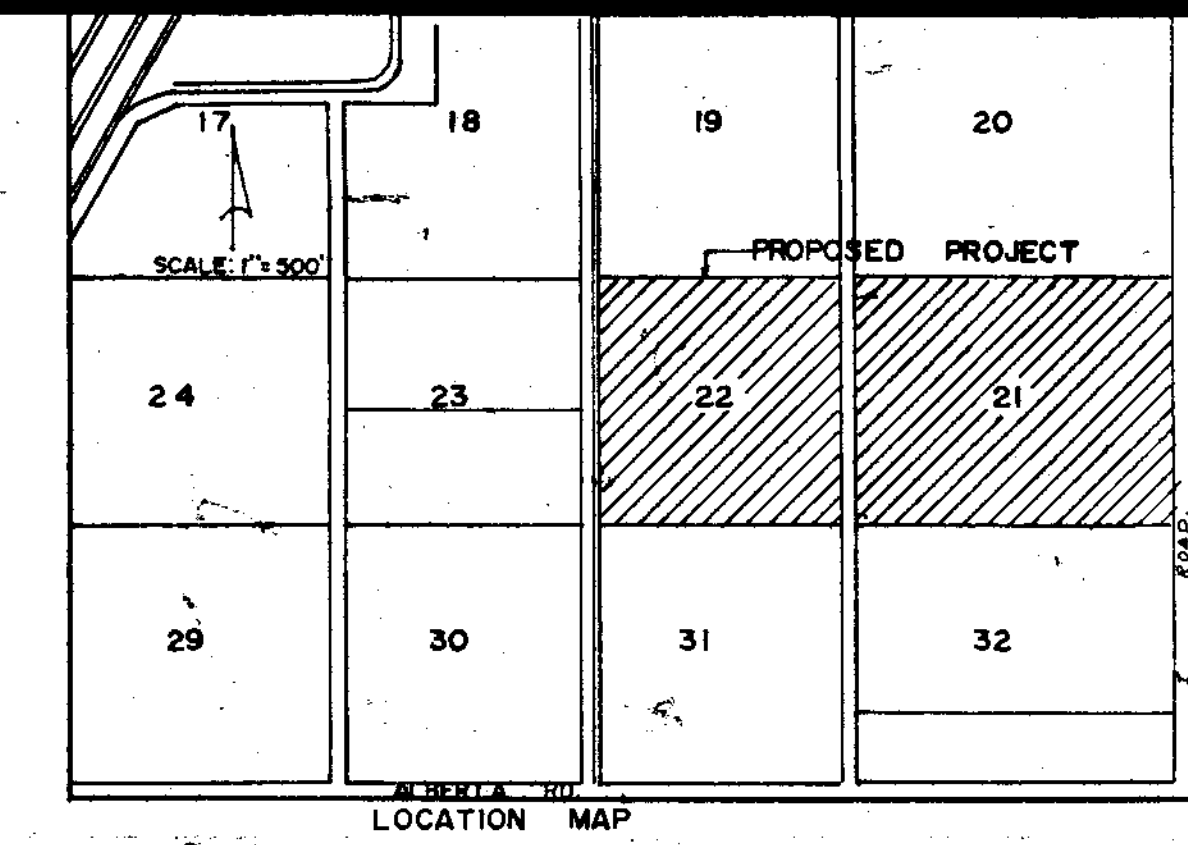
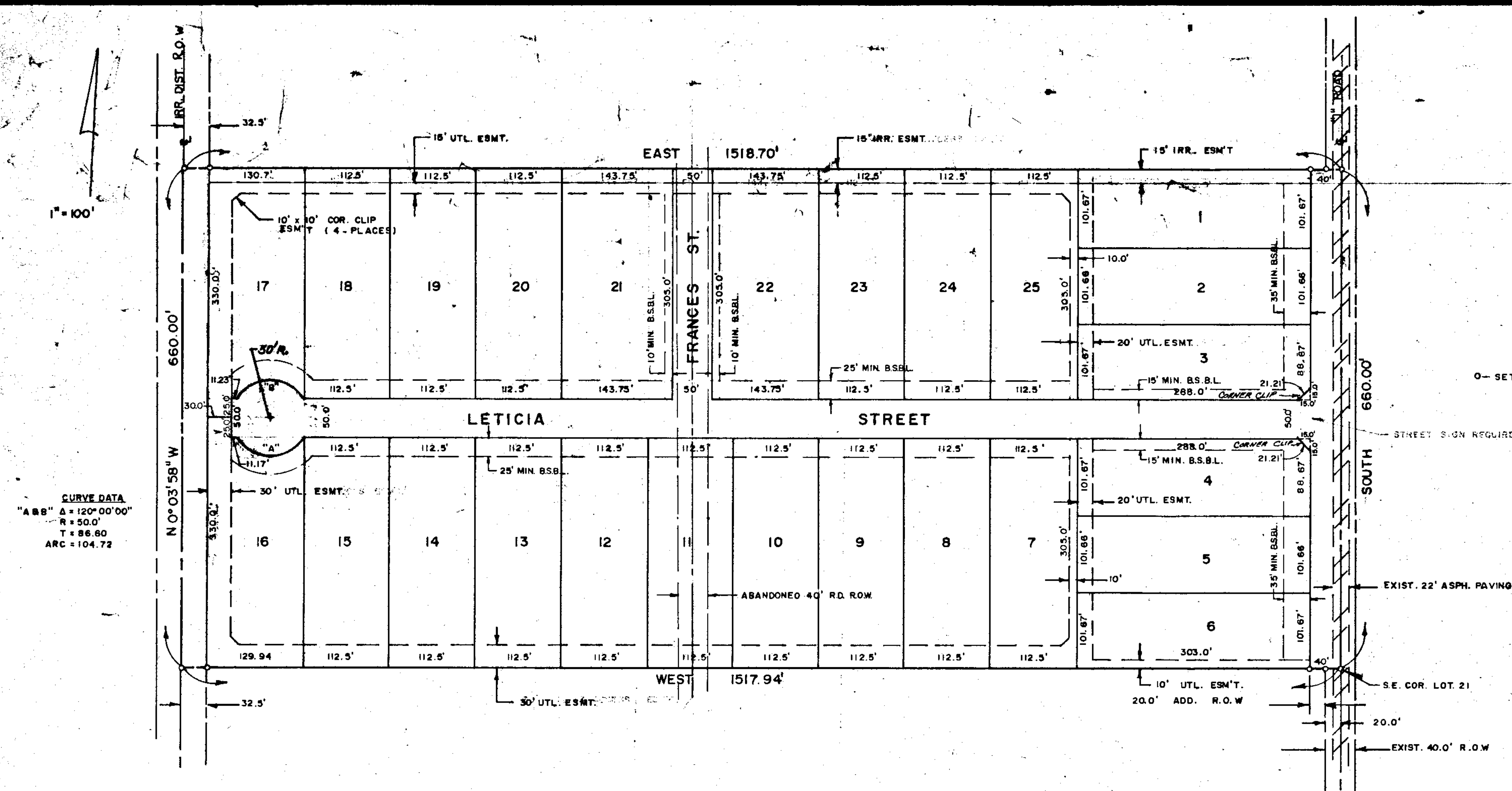
RZNE-2025-0250 4511 S VETERANS BLVD - ALMA S SALAZAR



Rezoning Request Site Photo

Alma Sonia Salazar
4511 North Veterans Boulevard





METES AND BOUNDS DESCRIPTION

COMMENCING at the Southeast corner of Lot 21, said point being on the centerline of "I" Road, and also being the Southeast corner and POINT OF BEGINNING of this description;

THENCE, West with and along the South lot line of Lots 21 & 22, a distance of 1517.94 feet to a point for the Southwest corner, said point being on the West lot line of Lot 22;

THENCE, North 0 deg. 03 min. 59 sec. West, with and along the West lot line of Lot 22, a distance of 660.0 feet to a point for the Northwest corner;

THENCE, East with and along the North lot line of Lots 22 & 21, a distance of 1518.7 feet to a point for the Northeast corner, said point being on the southeast line of "I" Road and East lot line of Lot 21;

THENCE, South with and along the centerline of "I" Road and East lot line of Lot 21, a distance of 660.0 feet to a point for the Southeast corner and POINT OF BEGINNING of this description containing 23.0 acres more or less.

- NOTES:**
- 100-Year Flood Zone "B" - Areas of less than one foot.
 - Minimum finished floor slab elevation to be 18" above top of curb.
 - Building setbacks: OR AS NOTED
 - Set 1/2" from plus post on lot corners.
- | | |
|-------------|------|
| Front | 25.0 |
| Side | 7.0 |
| Rear | 30.0 |
| Street Side | 10.0 |

PLAT OF
TRENTON TERRACE
BEING A
RESUBDIVISION OF LOTS 21 AND 22,
M.L. WOODS CO. TRACT NO. 4
HIDALGO COUNTY, TEXAS
23.00 ACRES

STATE OF TEXAS
COUNTY OF HIDALGO
I, THE UNDERSIGNED, OWNER OF THE LAND SHOWN ON THIS PLAT, AND DESIGNATED HEREIN AS TRENTON TERRACE TO THE CITY OF EDINBURG, TEXAS, AND WHOSE NAME IS SUBSCRIBED HERE TO, HERBY DEDICATE TO THE USE OF THE PUBLIC, ALL STREETS, ALLEYS AND EASEMENTS THEREON SHOWN, FOR PURPOSE AND CONSIDERATION THEREIN EXPRESSED.

OWNER
[Signature]

STATE OF TEXAS
COUNTY OF HIDALGO
BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED, THE ABOVE NAMED OWNER, KNOWN TO ME TO BE THE PERSON WHOM NAME IS SUBSCRIBED TO THE FORGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE PURPOSES AND CONSIDERATIONS THEREIN STATED, GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS 11th DAY OF May, 1989.

NOTARY PUBLIC ANNIE O. GARZA
Notary Public
In & For
State of Texas

STATE OF TEXAS
COUNTY OF HIDALGO
I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL ENGINEER AND REGISTERED PUBLIC SURVEYOR 3218 IN THE STATE OF TEXAS HERBY CERTIFY, AND A PROPER CONSIDERATION HAS BEEN GIVEN TO THIS PLAT AND THAT THIS PLAT IS TRUE AND CORRECTLY MADE AND IS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND, AND FURTHER CERTIFY THAT PROPER ENGINEERING HAS BEEN GIVEN TO THIS PLAT.

[Signature]
SAMUEL H. FARIS
REGISTERED PROFESSIONAL ENGINEER
3218

STATE OF TEXAS
COUNTY OF HIDALGO
THIS PLAT IS HERBY APPROVED BY HIDALGO COUNTY IRRIGATION DISTRICT NO. 2 SUBJECT TO THE CONDITION THAT IF IRRIGATION FROM SAID DISTRICT IS DESIRED TO THE INDIVIDUAL LOTS IN SAID SUBDIVISION, PROVISION SHALL BE MADE FOR APPROPRIATE EASEMENT FOR THE INSTALLATION OF NECESSARY IRRIGATION FACILITIES TO SUCH LOTS FROM THE CLOSE ST WATER DISTRICT DELIVERY POINT AND IT SHALL BE THE RESPONSIBILITY OF THE OWNER OF THE PROPERTY TO INSTALL SUCH NECESSARY FACILITIES.
Approved - 5-18-89

ATTEST: *[Signature]*
SECRETARY

[Signature]
H.C.I. DISTRICT NO. PRESIDENT

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

DATE: APRIL 11, 1989

[Signature]
CHAIRMAN, PLANNING AND ZONING COMMISSION

THIS PLAT APPROVED BY THE HIDALGO COUNTY, CITY OF EDINBURG, ON THIS THE 10th DAY OF APRIL, A.D. 1989.

ATTEST: *[Signature]*
CITY SECRETARY

[Signature]
MAYOR

APPROVED FOR RECORDING
BY
COMMISSIONER
This is the 5th day of April 1989
WILLIAM "BILLY" LEO, County Clerk
Hidalgo County, Texas
By *[Signature]* Deputy

APPROVED FOR RECORDING
HIDALGO CO. PLANNING DEPT.
BY: *[Signature]*
DATE: 5-18-89

CHECKED FOR DRAINAGE
BY: *[Signature]*

Recorded in Book 26 Page 33
of the map records of Hidalgo County, Texas
John and Janet, Inc.
County Surveyors

Planning & Zoning

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



THE CITY OF
Edinburg

Zone Change Application

ENERGOV CASE #

R2NE
2024-0250

Date: 12-26-24

1. Property Owner (required): Alma Sonia Salazar 2. Phone: (956) 330-5756

3. Mailing Address: 4511 S Veterans BLVD

4. City: Edinburg State: Texas Zip: 78542

5. Owner's Email: Salazaralma6365@gmail.com 6. Cell No. 956 330-5756

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

9. Agent's Mailing Address: _____

10. City: _____ State: _____ Zip: _____

11. Agent's Email: _____

12. Address/Location being Rezoned: 4511 S Veterans BLVD Edinburg TX 78542

13. Legal Description of Property: _____ 14. Property ID(s): 346973

Trenton Terrace Lot 6

15. Zone Change: From: _____ To: GENERAL COMMERCIAL

16. Existing Land Use: Alma's daycare center

17. Reason for Zone Change: Cambiar diferente negocio

Alma S Salazar
(Please Print Name)

Alma S Salazar
Signature

OFFICE USE ONLY

REVIEWED BY Aliza J DATE RECEIVED 12/26/24

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

PID: 330828 ARECHIGA LUIS MIGUEL
4631 S VETERANS BLVD
EDINBURG, TX 78542-6849

PID: 330832 SALON REL DEL VALLE LLC
4631 S I RD
EDINBURG, TX 78542

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

PID: 346973 SALAZAR ALMA S.
4511 S VETERANS BLVD
EDINBURG, TX 78542-6680

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

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

PID: 650218 GONZALEZ ALEIDA
1408 CORTEZ DR
EDINBURG, TX 78542-7113

PID: 650244 GARCIA JOSE & CRESENCIA B
1413 CORTEZ DR
EDINBURG, TX 78542-7113

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

PID: 330831 ARECHIGA LUIS MIGUEL
4631 S VETERANS BLVD
EDINBURG, TX 78542-6849

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

PID: 346972 ALVAREZ BLANCA LILIA
4507 S VETERANS BLVD
EDINBURG, TX 78542-6680

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

PID: 346976 MENDOZA JOSE DE JESUS
1202 LETICIA ST
EDINBURG, TX 78542-9659

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

PID: 650219 SNELL ROGELIO & SAN JUANA
1414 CORTEZ DR
EDINBURG, TX 78542-7113

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

PID: 1127803 EDINBURG HOUSING OPPORTUNITY
CORPORATION
PO BOX 295
EDINBURG, TX 78540-0295

ORDINANCE NO. _____

AN ORDINANCE AMENDING, SUPPLEMENTING, AND CHANGING THE BOUNDARIES OF AGRICULTURE AND OPEN SPACE (AO) DISTRICT TO COMMERCIAL, GENERAL (CG) DISTRICT, LOT 6, TRENTON TERRACE SUBDIVISION, LOCATED AT 4511 SOUTH VETERANS BOULEVARD, EDINBURG, HIDALGO COUNTY, TEXAS, FROM ONE DISTRICT TO ANOTHER; PROVIDING A REPEALER CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE; PROVIDING FOR CODIFICATION; PROVIDING A WAIVER OF THE THREE (3) SEPARATE READINGS; AND ORDAINING OTHER PROVISIONS RELATED TO THE SUBJECT MATTER HEREOF.

WHEREAS, the owner of the herein described real estate has submitted to the Planning and Zoning Commission of the City of Edinburg, Texas, a proposed amendment, and the proposed supplement and change to the boundaries of the Agriculture and Open Space (AO) District to Commercial, General (CG) District, as set out in the Unified Development Code of the City of Edinburg, Texas, heretofore finally passed, approved, and adopted by said City Council on the 9th day of August, 2022. Such proposed amendment is to change the zoning of Lot 6, Trenton Terrace Subdivision, Located at 4511 South Veterans Boulevard, Edinburg, Hidalgo County, Texas, from Agriculture and Open Space (AO) District to Commercial, General (CG) District, for a recommendation and report by said Planning and Zoning Commission; and

WHEREAS, the said Planning and Zoning Commission of the City of Edinburg, Texas, gave due notice as provided by said Unified Development Code of a public hearing to be held before said Planning and Zoning Commission, on February 13, 2025, at 5:30 P.M., in the Edinburg City Hall, City Council Chambers, located at 415 West University Drive, Edinburg, Texas, and said public hearing was held at such time and place, and all of which procedure in the giving of notice and the holding of said public hearing is hereby ratified and confirmed as meeting all the requirements of said Unified Development Code of the City of Edinburg, Texas and applicable statutes, providing said notice by U. S. Mail to all property owners and persons rendering property for taxation within 300 feet of the property affected not less than ten (10) days before said public hearing; and

WHEREAS, after such public hearing, the Planning and Zoning Commission of the City of Edinburg, Texas, presented its report to the City Council of the City of Edinburg that they approved the change in zoning of said property, from one district to the other; and

WHEREAS, after receipt of the final report from the Planning and Zoning Commission, the City Council of said City provided due notice, as provided by said Unified Development Code to be held before said City Council, and notice was published one time in a newspaper published in the City of Edinburg, Texas, and of general circulation in said City, stating that a public hearing to consider said proposed revision would be held on March 4, 2025 at 6:00 P.M., in the Edinburg

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

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

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

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

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

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

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

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

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

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

READ, CONSIDERED, PASSED AND APPROVED at a regular meeting of the City Council of the City of Edinburg, Texas at which a quorum was present and which was held in accordance with V.T.C.A., Government Code, Section 551.041, on the 4th day of March, 2025.

CITY OF EDINBURG

By: _____
Ramiro Garza, Jr., Mayor

ATTEST:

By: _____
Clarice Y. Balderas, City Secretary

APPROVED AS TO FORM:

By: _____
Josephine Ramirez-Solis, City Attorney

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE CITY OF EDINBURG COMPREHENSIVE PLAN BY DETERMINING THAT THE DEVELOPMENT FACTORS WITHIN THE CITY HAVE ADJUSTED SUCH THAT THE PROPOSED USE OF LOT 6, TRENTON TERRACE SUBDIVISION, LOCATED AT 4511 SOUTH VETERANS BOULEVARD, SHOULD BE FOR GENERAL COMMERCIAL USES; PROVIDING A REPEALER CLAUSE; PROVIDING A SAVINGS CLAUSE, PROVIDING FOR PUBLICATION AND EFFECTIVE DATE; PROVIDING A WAIVER OF THREE (3) SEPARATE READINGS; AND ORDAINING OTHER PROVISIONS RELATED TO THE SUBJECT MATTER THEREOF.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

READ, CONSIDERED, PASSED AND APPROVED at a regular meeting of the City Council of the City of Edinburg, Texas, at which a quorum was present and which was held in accordance with V.T.C.A., Government Code, Section 551.041, on the 4th day of March, 2025.

CITY OF EDINBURG

By: _____
Ramiro Garza, Jr., Mayor

ATTEST:

By: _____
Clarice Y. Balderas, City Secretary

APPROVED AS TO FORM:

By: _____
Josephine Ramirez-Solis, City Attorney



CITY OF EDINBURG - CITY COUNCIL

Meeting Date: March 4, 2025

PUBLIC HEARINGS

Agenda Item No: 7.C.

Rezoning Request - Benavidez Engineering

1. **Agenda Item:**

Hold Public Hearing and Consider the Ordinances Providing for the Comprehensive Plan Amendment from General Commercial Uses to Auto-Urban Uses and the Rezoning Request from Commercial, General (CG) District to Residential, Primary (RP) District, Being a 2.24-Acres Tract of land, More or Less, Out of the South ½ of Lot 6, Acres Bonitos Subdivision, Recorded in Volume 3, Page 29, Map Records in the Office of the County Clerk of Hidalgo County, Texas, Located at 205 Dawson Drive, as Requested by Benavides Engineering. [Jaime Acevedo, Director of Planning & Zoning]

2. **Description:**

This property is located on the north side of Dawson Drive, approximately 332 feet east of South Closner Boulevard. The property has a total frontage of 253.50 feet along Dawson Drive and a lot depth of 330 feet for a total lot area of 2.24-Acres (gross). The property is currently zoned Commercial, General (CG) District, which is the primary commercial district, meant to accommodate a wide range of commercial uses, office, and service uses. The requested zoning designation is the Residential, Primary (RP) District, which is the primary residential district, intended to permit a wide range of single-family residential uses. The lot is currently vacant and the applicant indicated the reason for the zone change request is for single family residential uses.

Adjacent zoning is Commercial, General (CG) District to the north, east, and west, with Commercial, General (CG) District and Residential, Primary (RP) District to the south. Surrounding land consists of a mixture of commercial, institutional, and residential uses. The future land use designation for this property is for General Commercial Uses.

Staff mailed a notice of the public hearing to 18 neighboring property owners on Friday, January 31, 2025, and received no comments in favor or against this request at the time this report was prepared. Notice of this public hearing was published in the newspaper on February 15, 2025.

On February 5, 2025, Planning staff met with City of Edinburg development departments to discuss the proposed rezoning. It was determined that infrastructure in this area will support the proposed development.

On February 13, 2025, the Planning & Zoning Commission recommended with a unanimous vote of 5-0 to approve the Comprehensive Plan Amendment and the Rezoning Request.

3. **Staff's Recommendation:**

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

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

Reviewed by:

Jaime Acevedo, Director of Planning and Zoning

Jesus Saenz, Assistant City Manager

Approved - 2/28/2025

Final Approval -
2/28/2025

Prepared by:

Rita Guerrero, Assistant
Director of Planning and
Zoning

Attachments:

- A. City Council Agenda Packet Attachments
- B. Ordinance

MEETING DATES:
PLANNING & ZONING COMMISSION – 02/13/25
CITY COUNCIL – 03/04/25
DATE PREPARED – 02/05/25

STAFF REPORT
GENERAL INFORMATION

APPLICATION: Comprehensive Plan Amendment from General Commercial Uses to Auto-Urban Uses and the Rezoning Request from Commercial, General (CG) District to Residential, Primary (RP) District

APPLICANT: Heraldo Escobar

AGENT: Benavides Engineering

LEGAL: Being a 2.24-Acres Tract of land, more or less, out of the South ½ of Lot 6, Acres Bonitos Subdivision, recorded in Volume 3, Page 29, Map Records in the Office of the County Clerk of Hidalgo County, Texas

LOCATION: 205 Dawson Drive

LOT/TRACT SIZE: 2.24-Acres

CURRENT USE: Vacant land

PROPOSED USE: Residential Development

EXISTING ZONING: Commercial, General (CG) District

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

LAND USE PLAN: General Commercial Uses

PUBLIC SERVICES: City of Edinburg Water and Sewer

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

**REZONING REQUEST
BENAVIDES ENGINEERING**

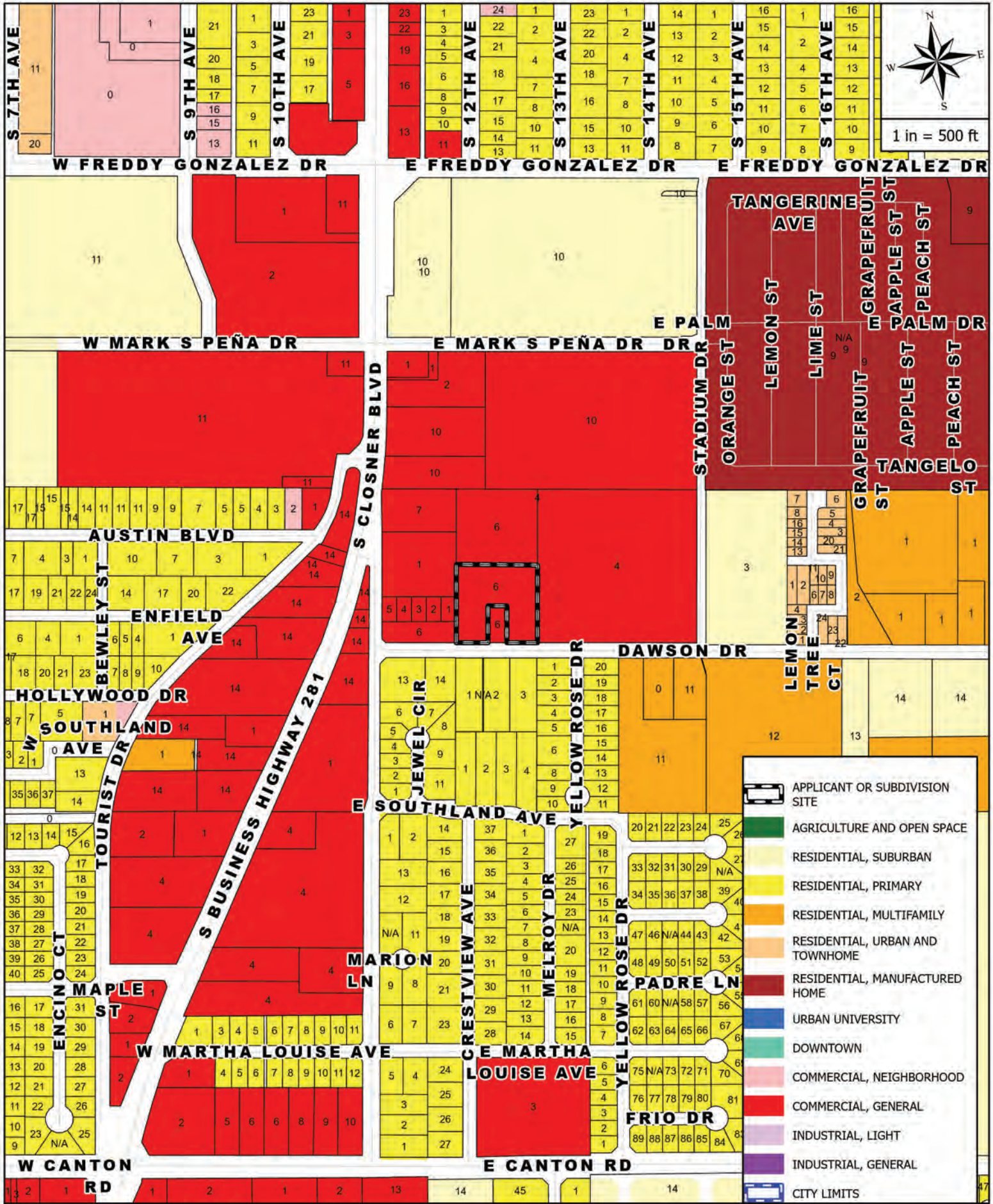
EVALUATION

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

1. Adjacent zoning is Commercial, General (CG) District to the north, east, and west, with Commercial, General (CG) District and Residential, Primary (RP) District to the south.
2. The proposed zoning is inconsistent with the Future Land Use Plan.
3. Surrounding land consists of a mixture of commercial uses and residential uses.

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

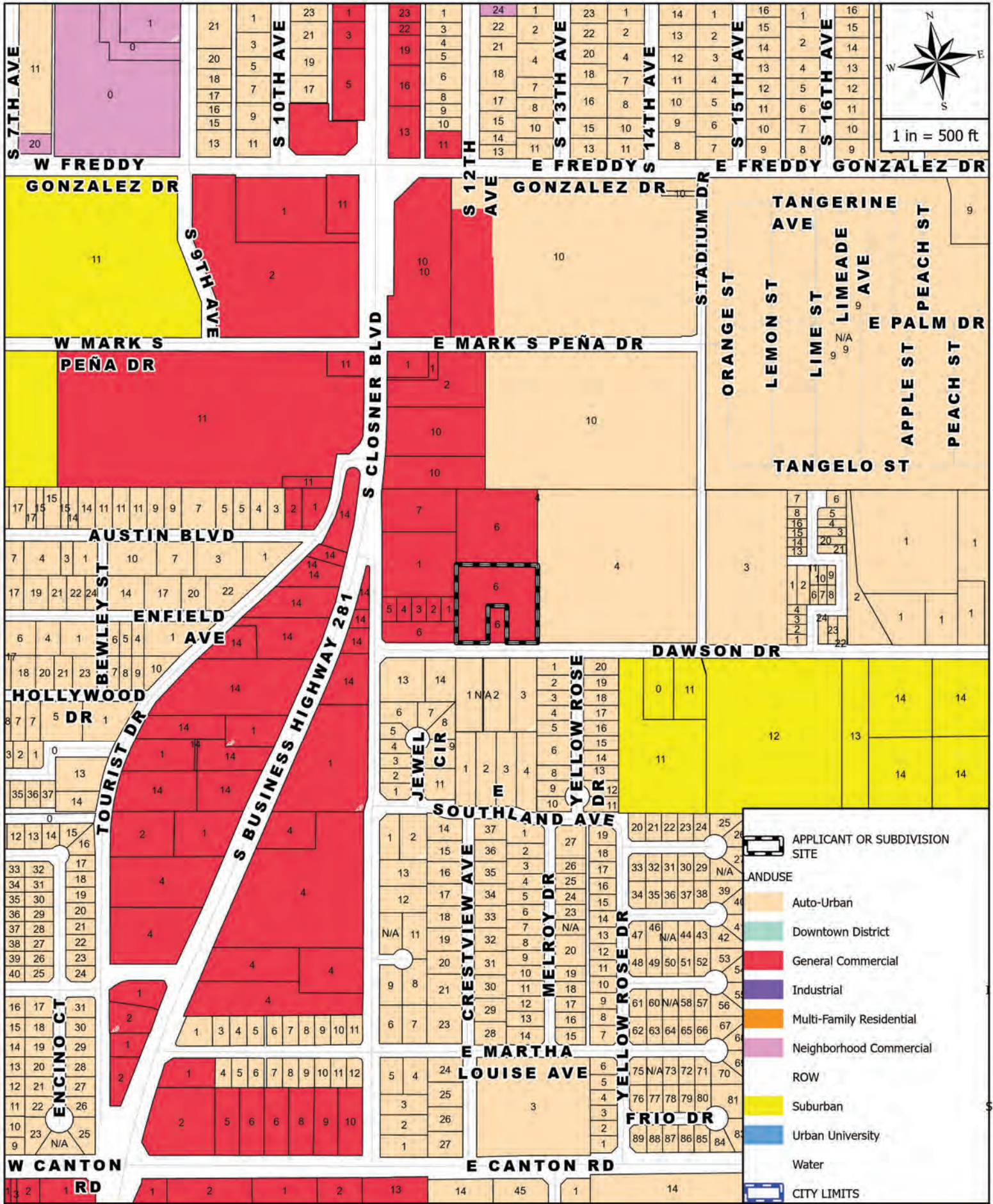
Staff mailed a notice of the public hearing to 18 neighboring property owners on Friday, January 31, 2025, and received no comments in favor or against this request at the time this report was prepared. Notice of this public hearing was published in the newspaper on February 15, 2025.



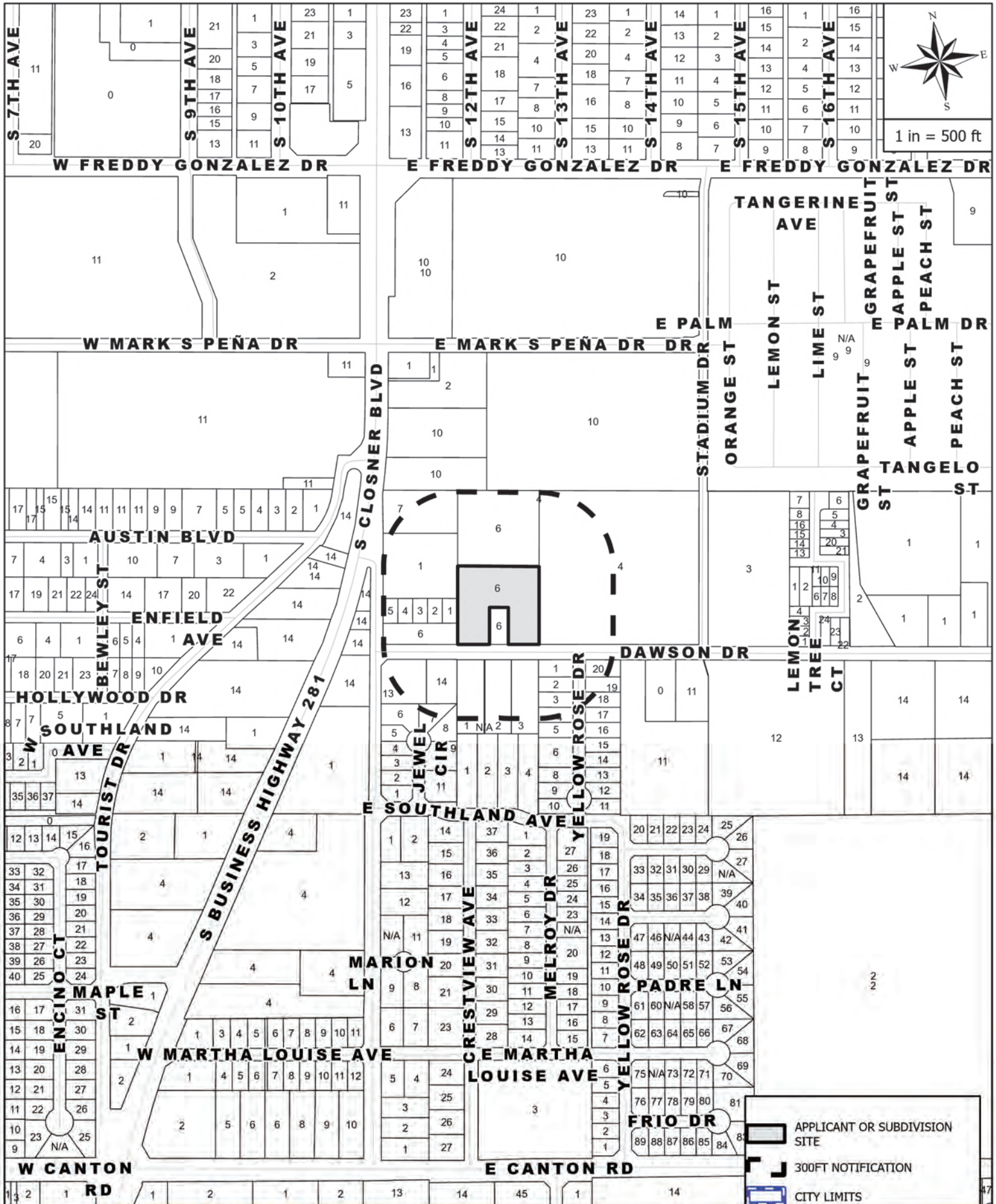
ZONING MAP

APPLICANT AND/OR SUBDIVISION:

RZNE-2025-0251 205 DAWSON DR - BENAVIDES ENGINEERING



FUTURE LAND USE MAP
APPLICANT AND/OR SUBDIVISION:
 RZNE-2025-0251 205 DAWSON DR - BENAVIDES ENGINEERING



MAILOUT AND SITE MAP

APPLICANT AND/OR SUBDIVISION:

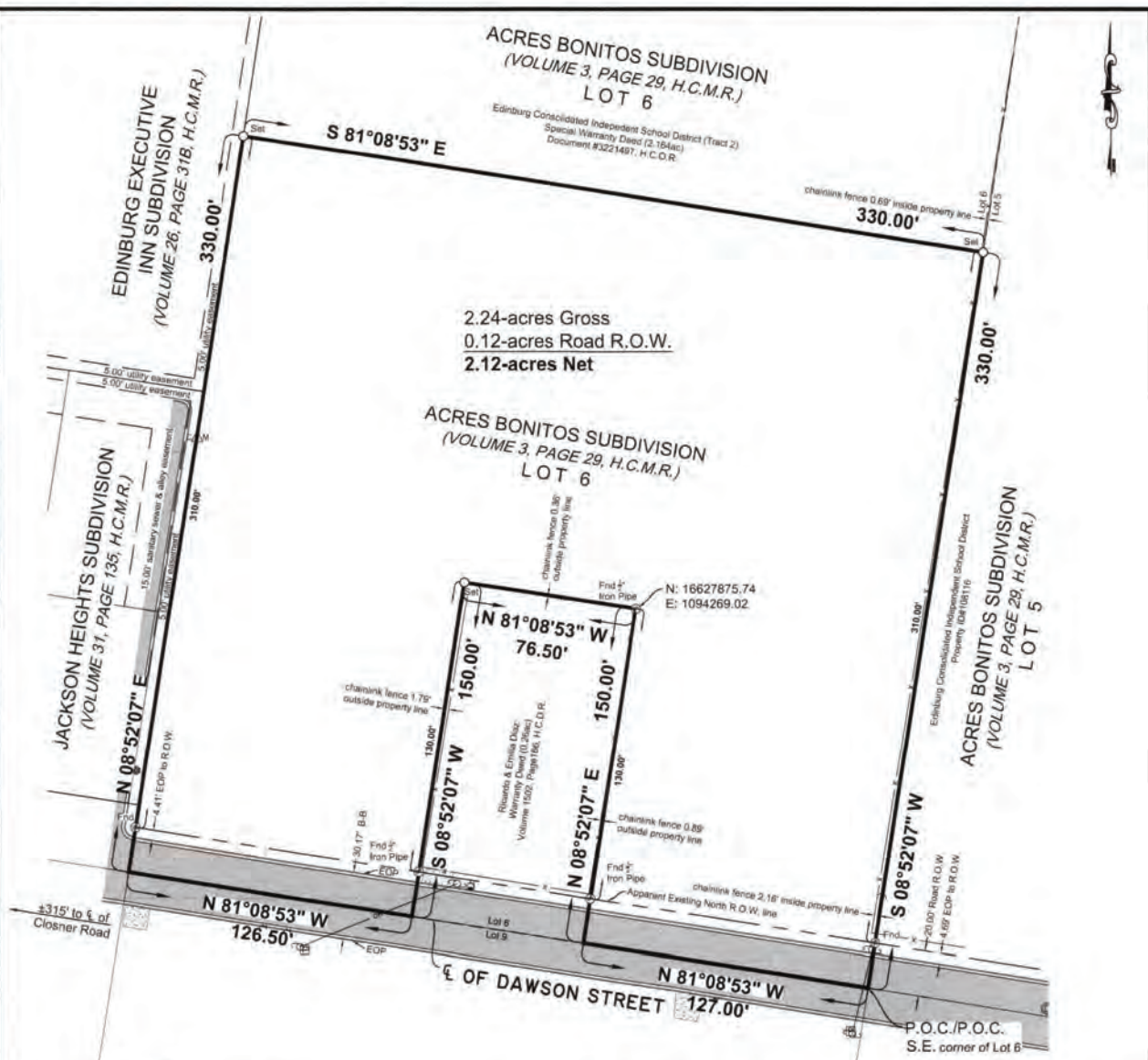
RZNE-2025-0251 205 DAWSON DR - BENAVIDES ENGINEERING



Rezoning Request Site Photo

Benavides Engineering
205 Dawson Avenue





Legend	
H.C.M.R.	Hidalgo County Map Records
H.C.O.R.	Hidalgo County Official Records
H.C.D.R.	Hidalgo County Deed Records
P.O.B.	Point of Beginning
P.O.C.	Point of Commencing
R.O.W.	Right-of-Way
S.E.	Southeast
Fnd	Found No. 4 Rebar
Set	Set No. 4 Rebar w/plastic cap stamped 5005
BOC	Back of curb
B-B	Back to Back
⊙	Found No. 4 Rebar
⊙	Found Iron pipe
⊙	Existing chainlink fence
⊙	Existing overhead power line
⊙	Existing power pole
⊙	Existing down guy
⊙	Existing mailbox
⊙	Existing telephone pedestal
⊙	Existing curb inlet
■	Asphalt pavement
■	Concrete pavement

**SURVEY
OF
A 2.24-ACRE (97,425.00 SQ.FT.) TRACT OF LAND,
MORE OR LESS,
OUT OF THE SOUTH $\frac{1}{2}$ OF LOT 6,
ACRES BONITOS SUBDIVISION,
CITY OF EDINBURG,
HIDALGO COUNTY, TEXAS
ACCORDING TO
THE MAP RECORDED IN
VOLUME 3, PAGE 29, H.C.M.R.**

I, Oscar Hernandez, Registered Professional Land Surveyor No. 5005, hereby certify that the survey described herein was made on the ground on the 25th day of September, 2024, that the only visible improvements on the ground are as shown; that there are no visible intrusions or protrusions, visible overlappings, apparent conflicts, or visible easements, except as shown. This survey substantially conforms to the minimum standards of practice as approved by the Texas Board of Professional Land Surveyors.

Oscar Hernandez, R.P.L.S. # 5005

This Survey Plat is not valid without the original seal and signature.



General Notes:

- Survey is valid only if print has electronic seal and original signature or electronic signature if authorized by State.
- Bearing basis as per NAD 1983 State Plane Texas South FIPS 4205 Feet.
- Survey was prepared without the benefit of a title policy, which may show additional easements affecting this lot. Surveyor is advising the recipient of this plat that additional easements may be on this lot.
- Easements, rules, regulations and rights in favor of Hidalgo County Irrigation District No. 1. Existing underground irrigation pipes have easements which require Irrigation Districts direction to establish width & locations.
- This conveyance is made further subject to all rights, easements, contracts and liens in favor of the irrigation system under which such land is located.
- Oscar Hernandez did not research or prepare a title report or abstract of title on the above property.
- Building, zoning, platting and/or regulatory laws and/or ordinances at any municipal and/or other governmental authority will apply.
- The existence, if any underground gas lines or other underground utilities not shown on this survey should be thoroughly investigated by the owner prior to any construction on this site. The Surveyor has limited his investigation of underground utilities on this site to that which can be seen.
- By graphic plotting only, this property was scaled to be in:
Flood Zone "X" (shaded) - Areas of 500-year floodplain; areas of 100-year flood with average depths of less than 1 foot or with drainage areas less than 1 square mile; and area protected by levees from 100-year flood.
No field surveying was performed to determine this zone.
Community Panel No. 480338 0030E
Map Revised: June 6, 2000
Revised to Reflect LOMR dated May 14, 2001

SURVEYED FOR: UNKNOWN

ADDRESS: 105 Dawson St.
Edinburg, Texas 78539
REV.: 10/24/2025
DATE: 09/26/2024
SCALE: 1" = 50'

**HDZ SURVEYING
P.L.L.C.**

TBPELS - 10194791
3007 South Tucker Road
Harlingen, Texas 78552
(956) 357-2185
JOB No.: HDS24-007

© COPYRIGHT 2024 HERNANDEZ SURVEYING ALL RIGHTS RESERVED

Project: **Dawson Ranches Subdivision**
Project No.: **2024.049**

Letter of Intent – Rezoning of Property

To whom it may concern,

Benavides Engineering, on behalf of Mr. Heraldo Escobar (Owner), would like to respectfully submit this letter of intent for rezoning of a tract of land, approximately 2.24 acres, currently zoned COMMERCIAL GENERAL (CG) to PRIMARY RESIDENTIAL (RP). This property is under a formal subdivision plat review and rezoning is required prior approval by City of Edinburg.

Property Address: 205 Dawson Drive

Owner: Heraldo Escobar

Property ID: A0600-00-000-0006-02

Legal Description A 2.24-acre tract of land, more or less, out of the South One-half of Lot 6, Acres Bonitos Subdivision, as per map or plat thereof recorded in Volume 3, Pages 29, Hidalgo County Map Records, Texas.

Current Zone: Commercial General (CG)

Current Use: Vacant Tract of Land

Proposed Zone: Primary Residential (RP)

Proposed Use: 2 - Single Family Residential Lots


Gerardo Benavides, P.E.
Principal Engineer
Benavides Engineering, LLC.

01/02/2025

Date

PID: 1067576

CANO CYNTHIA MELINDA
202 DAWSON ST
EDINBURG, TX 78539-6404

PID: 515811

DAVILA DAVID & ALMA
2202 YELLOW ROSE DR
EDINBURG, TX 78539-6430

PID: 108116

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

PID: 108117

EDINBURG CONSOLIDATED ISD
411 N 8TH AVE
EDINBURG, TX 78541-3309

PID: 515792

FELIX-ROGERS MINERVA S
2205 YELLOW ROSE DRIVE
EDINBURG, TX 78539-6431

PID: 515791

GARCIA NILSON SAID GOMEZ
2201 YELLOW ROSE DR
EDINBURG, TX 78539-6431

PID: 1067579

HERNANDEZ BERNARDO & INEZ
220 DAWSON ST
EDINBURG, TX 78539-6404

PID: 583887

HERNANDEZ LIVIER
102 DAWSON ST
EDINBURG, TX 78539-6402

PID: 561024

JACKSON RALPH
105 DAWSON ST
EDINBURG, TX 78539-6401

PID: 561028

JACKSON RALPH
105 DAWSON ST
EDINBURG, TX 78539-6401

PID: 515808

CHANDLER KELLI & CHRISTOPHER COY
2210 YELLOW ROSE DR
EDINBURG, TX 78539-6430

PID: 108118

DIAZ RICHARD & EMILIA
201 DAWSON DR
EDINBURG, TX 78539-6403

PID: 108116

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

PID: 108120

EDINBURG CONSOLIDATED ISD
411 N 8TH AVE
EDINBURG, TX 78541-3309

PID: 583882

GARCIA ALEX
2912 N 1ST LN
MCALLEN, TX 78501-9422

PID: 583881

GUZMAN SAUL & LORAIN
2112 JEWEL CIR
EDINBURG, TX 78539-6242

PID: 1067580

HERNANDEZ BERNARDO & INEZ
220 DAWSON ST
EDINBURG, TX 78539-6404

PID: 561026

JACKSON RALPH
105 DAWSON ST
EDINBURG, TX 78539-6401

PID: 561025

JACKSON RALPH
105 DAWSON ST
EDINBURG, TX 78539-6401

PID: 561027

JACKSON RALPH
105 DAWSON ST
EDINBURG, TX 78539-6401

OWNER NOTIFICATION LIST REPORT

PID: 561029

JACKSON RALPH
105 DAWSON ST
EDINBURG, TX 78539-6401

PID: 583888

JACKSON RONALD B & ANGELINA
116 DAWSON ST
EDINBURG, TX 78539-6402

PID: 515793

KNIGHT LYNN LEROY
2209 YELLOW ROSE DR
EDINBURG, TX 78539-6431

PID: 583880

RIOS RENE S & NELDA Y
2113 JEWEL CIR
EDINBURG, TX 78539-6245

PID: 1067578

NO DATA

PID: 108119

JACKSON RALPH H
105 DAWSON ST
EDINBURG, TX 78539-6401

PID: 342658

KHUSH LP
2006 S CLOSNER BLVD
EDINBURG, TX 78539-6318

PID: 515794

RIOS MARCOS H & CELINA G
2213 YELLOW ROSE DR
EDINBURG, TX 78539-6431

PID: 515810

VILLARREAL PABLO JR
2206 YELLOW ROSE DR
EDINBURG, TX 78539-6430

ORDINANCE NO. _____

AN ORDINANCE AMENDING, SUPPLEMENTING, AND CHANGING THE BOUNDARIES OF COMMERCIAL, GENERAL (CG) DISTRICT TO RESIDENTIAL, PRIMARY (RP) DISTRICT, BEING A 2.24-ACRES TRACT OF LAND, MORE OR LESS, OUT OF THE SOUTH ½ OF LOT 6, ACRES BONITOS SUBDIVISION, RECORDED IN VOLUME 3, PAGE 29, MAP RECORDS IN THE OFFICE OF THE COUNTY CLERK OF HIDALGO COUNTY, TEXAS, LOCATED AT 205 DAWSON DRIVE, EDINBURG, HIDALGO COUNTY, TEXAS, FROM ONE DISTRICT TO ANOTHER; PROVIDING A REPEALER CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE; PROVIDING FOR CODIFICATION; PROVIDING A WAIVER OF THE THREE (3) SEPARATE READINGS; AND ORDAINING OTHER PROVISIONS RELATED TO THE SUBJECT MATTER HEREOF.

WHEREAS, the owner of the herein described real estate has submitted to the Planning and Zoning Commission of the City of Edinburg, Texas, a proposed amendment, and the proposed supplement and change to the boundaries of the Commercial, General (CG) District to Residential, Primary (RP) District, as set out in the Unified Development Code of the City of Edinburg, Texas, heretofore finally passed, approved, and adopted by said City Council on the 9th day of August, 2022. Such proposed amendment is to change the zoning of Being a 2.24-Acres Tract of land, more or less, out of the South ½ of Lot 6, Acres Bonitos Subdivision, recorded in Volume 3, Page 29, Map Records in the Office of the County Clerk of Hidalgo County, Texas, Located at 205 Dawson Drive, Edinburg, Hidalgo County, Texas, from Commercial, General (CG) District to Residential, Primary (RP) District, for a recommendation and report by said Planning and Zoning Commission; and

WHEREAS, the said Planning and Zoning Commission of the City of Edinburg, Texas, gave due notice as provided by said Unified Development Code of a public hearing to be held before said Planning and Zoning Commission, on February 13, 2025, at 5:30 P.M., in the Edinburg City Hall, City Council Chambers, located at 415 West University Drive, Edinburg, Texas, and said public hearing was held at such time and place, and all of which procedure in the giving of notice and the holding of said public hearing is hereby ratified and confirmed as meeting all the requirements of said Unified Development Code of the City of Edinburg, Texas and applicable statutes, providing said notice by U. S. Mail to all property owners and persons rendering property for taxation within 300 feet of the property affected not less than ten (10) days before said public hearing; and

WHEREAS, after such public hearing, the Planning and Zoning Commission of the City of Edinburg, Texas, presented its report to the City Council of the City of Edinburg that they approved the change in zoning of said property, from one district to the other; and

WHEREAS, after receipt of the final report from the Planning and Zoning Commission, the City Council of said City provided due notice, as provided by said Unified Development Code to be held before said City Council, and notice was published one time in a newspaper published in the City of Edinburg, Texas, and of general circulation in said City, stating that a public hearing to consider said proposed revision would be held on March 4, 2025 at 6:00 P.M., in the Edinburg City Hall, City Council Chambers, located at 415 West University Drive, Edinburg, Texas, which time was not less than 15 days nor more than 20 days from the date of publication, and that said public hearing was held at such time and place, and all of which procedure in the giving of notice and the holding of said public hearing is hereby ratified and confirmed as meeting all the requirements of said Unified Development Code of the City of Edinburg, Texas and applicable statutes; and

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

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

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

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

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

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

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

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

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

READ, CONSIDERED, PASSED AND APPROVED at a regular meeting of the City Council of the City of Edinburg, Texas at which a quorum was present and which was held in accordance with V.T.C.A., Government Code, Section 551.041, on the 4th day of March, 2025.

CITY OF EDINBURG

By: _____
Ramiro Garza, Jr., Mayor

ATTEST:

By: _____
Clarice Y. Balderas, City Secretary

APPROVED AS TO FORM:

By: _____
Josephine Ramirez-Solis, City Attorney

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE CITY OF EDINBURG COMPREHENSIVE PLAN BY DETERMINING THAT THE DEVELOPMENT FACTORS WITHIN THE CITY HAVE ADJUSTED SUCH THAT THE PROPOSED USE OF BEING A 2.24-ACRES TRACT OF LAND, MORE OR LESS, OUT OF THE SOUTH ½ OF LOT 6, ACRES BONITOS SUBDIVISION, RECORDED IN VOLUME 3, PAGE 29, MAP RECORDS IN THE OFFICE OF THE COUNTY CLERK OF HIDALGO COUNTY, TEXAS, LOCATED AT 205 DAWSON DRIVE, SHOULD BE FOR AUTO-URBAN USES; PROVIDING A REPEALER CLAUSE; PROVIDING A SAVINGS CLAUSE, PROVIDING FOR PUBLICATION AND EFFECTIVE DATE; PROVIDING A WAIVER OF THREE (3) SEPARATE READINGS; AND ORDAINING OTHER PROVISIONS RELATED TO THE SUBJECT MATTER THEREOF.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

READ, CONSIDERED, PASSED AND APPROVED at a regular meeting of the City Council of the City of Edinburg, Texas, at which a quorum was present and which was held in accordance with V.T.C.A., Government Code, Section 551.041, on the 4th day of March, 2025.

CITY OF EDINBURG

By: _____
Ramiro Garza, Jr., Mayor

ATTEST:

By: _____
Clarice Y. Balderas, City Secretary

APPROVED AS TO FORM:

By: _____
Josephine Ramirez-Solis, City Attorney



CITY OF EDINBURG - CITY COUNCIL

Meeting Date: March 4, 2025

PUBLIC HEARINGS

Agenda Item No: 7.D.

Rezoning Request - Mike Blum

1. **Agenda Item:**

Hold Public Hearing and Consider the Ordinances Providing for the Comprehensive Plan Amendment from Industrial Uses to General Commercial Uses and the Rezoning Request from Agriculture and Open Space (AO) District to Commercial, General (CG) District, a 3.79 Acre Tract of Land Out of Lot 1, DFT Subdivision, an Addition to the City of Edinburg, Hidalgo County, Texas as Per Map Recorded in Volume 29, Page 1, Map Records of Hidalgo County, Texas, Located at 5504 South I-69C, as Requested by Mike Blum. [Jaime Acevedo, Director of Planning & Zoning]

2. **Description:**

This property is located on the east side of South Frontage Road, approximately 500 feet north of East Owassa Road. The property has a lot width of 249.98 feet and a lot depth of 660 feet for a total lot area of 3.79 Acres. The requested zoning designation is the Commercial, General (CG) District, which is the primary commercial district, meant to accommodate a wide range of commercial uses, including highway service uses, and community or regional commercial office, and service uses. The lot is currently occupied with an existing business and the applicant indicated the reason for the zone change request is to expand the commercial uses contemplated on the land.

The property is currently zoned Agriculture and Open Space (AO) District. This property is part of the DFT Subdivision that was recorded on January 2, 1994 and was annexed into the city limits on December 10, 2013. Adjacent zoning is Agriculture and Open Space (AO) District to the north, east, and south, with Commercial, General (CG) District to the west. Surrounding land consists of commercial uses. The future land use designation for this property is for Industrial Uses.

Staff mailed a notice of the public hearing to 6 neighboring property owners on Friday, January 31, 2025, and received no comments in favor or against this request at the time this report was prepared. Notice of this public hearing was published in the newspaper on February 15, 2025.

On February 5, 2025, Planning staff met with City of Edinburg development departments to discuss the proposed rezoning. It was determined that infrastructure in this area will support the proposed development.

On February 13, 2025, the Planning & Zoning Commission recommended with a unanimous vote of 5-0 to approve the Comprehensive Plan Amendment and the Rezoning Request.

3. **Staff's Recommendation:**

Staff recommends approval of the Comprehensive Plan Amendment from Industrial Uses to General Commercial Uses and the Rezoning Request from Agriculture and Open Space (AO) District to Commercial, General (CG) District based on existing land uses, adjacent zoning and surrounding land uses. If approved, the applicant will need to comply with all requirements during the permitting process including compliance with subdivision regulations, building/fire codes, fire protection, parking, landscape buffer-yards, solid waste services, utility, and other City

requirements, as applicable.

Reviewed by:

Jaime Acevedo, Director of Planning and
Zoning

Jesus Saenz, Assistant City Manager

Approved - 2/28/2025

Final Approval -
2/28/2025

Prepared by:

Rita Guerrero, Assistant
Director of Planning and
Zoning

Attachments:

- A. City Council Agenda Packet Attachments
- B. Ordinance

MEETING DATES:
PLANNING & ZONING COMMISSION – 02/13/25
CITY COUNCIL – 03/04/25
DATE PREPARED – 01/31/25

STAFF REPORT
GENERAL INFORMATION

APPLICATION: Comprehensive Plan Amendment from Industrial Uses to General Commercial Uses and the Rezoning Request from Agriculture and Open Space (AO) District to Commercial, General (CG) District

APPLICANT: DFT Inc.

AGENT: Mike Blum

LEGAL: A 3.79 Acre tract of land out of Lot 1, DFT Subdivision, An Addition to the City of Edinburg, Hidalgo County, Texas as per Map Recorded in Volume 29, Page 1, Map Records of Hidalgo County, Texas

LOCATION: 5504 South I-69C

LOT/TRACT SIZE: 3.79 Acres

CURRENT USE: Commercial Business

PROPOSED USE: Commercial Development

EXISTING ZONING: Agriculture and Open Space (AO) District

ADJACENT ZONING: North – Agriculture and Open Space (AO) District
South – Agriculture and Open Space (AO) District
East – Agriculture and Open Space (AO) District
West – Commercial, General (CG) District

LAND USE PLAN: Industrial Uses

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

RECOMMENDATION: Staff recommends approval of the Comprehensive Plan Amendment from Industrial Uses to General Commercial Uses and the Rezoning Request from Agriculture and Open Space (AO) District to Commercial, General (CG) District based on existing land uses, adjacent zoning and surrounding land uses.

REZONING REQUEST

MIKE BLUM

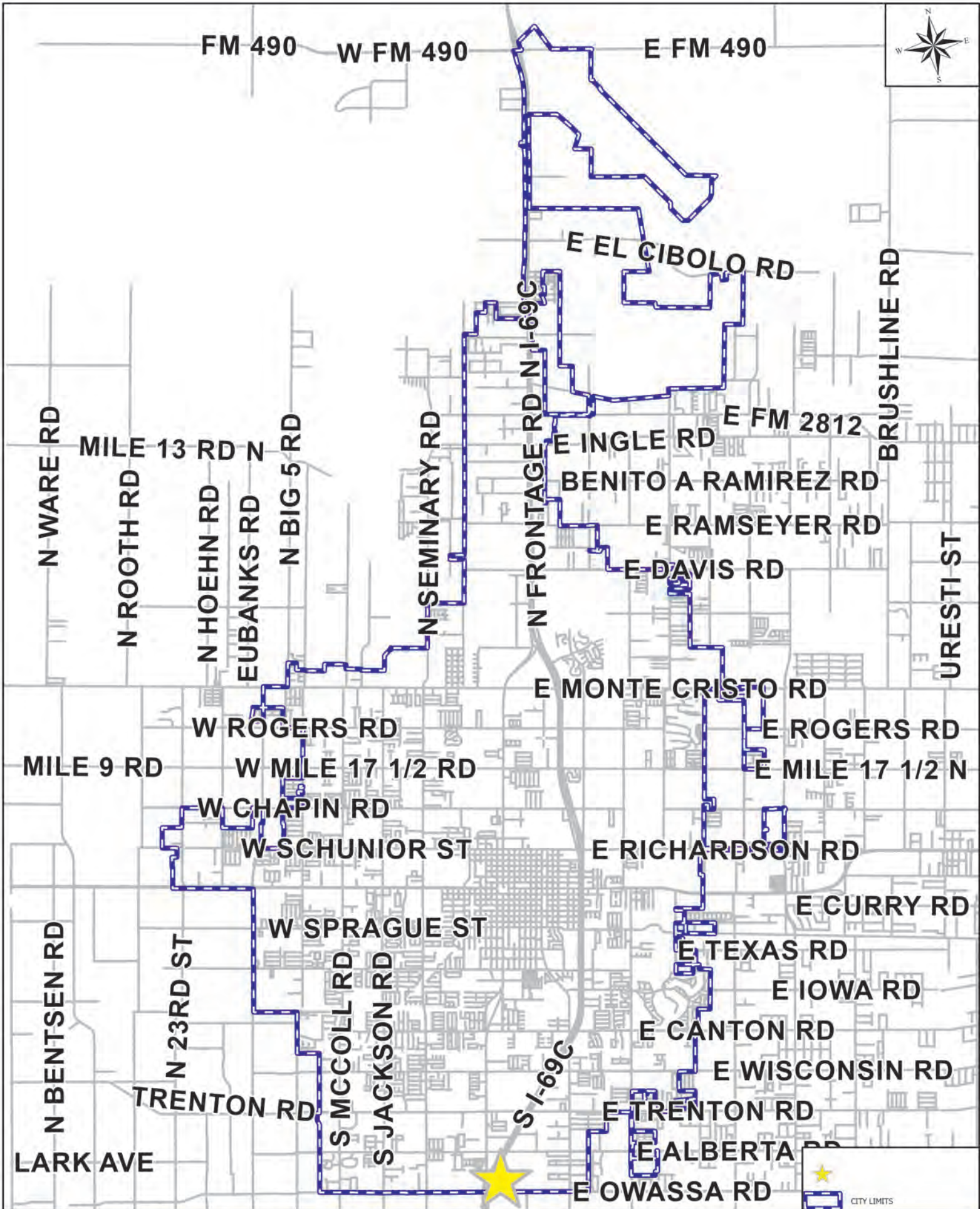
EVALUATION

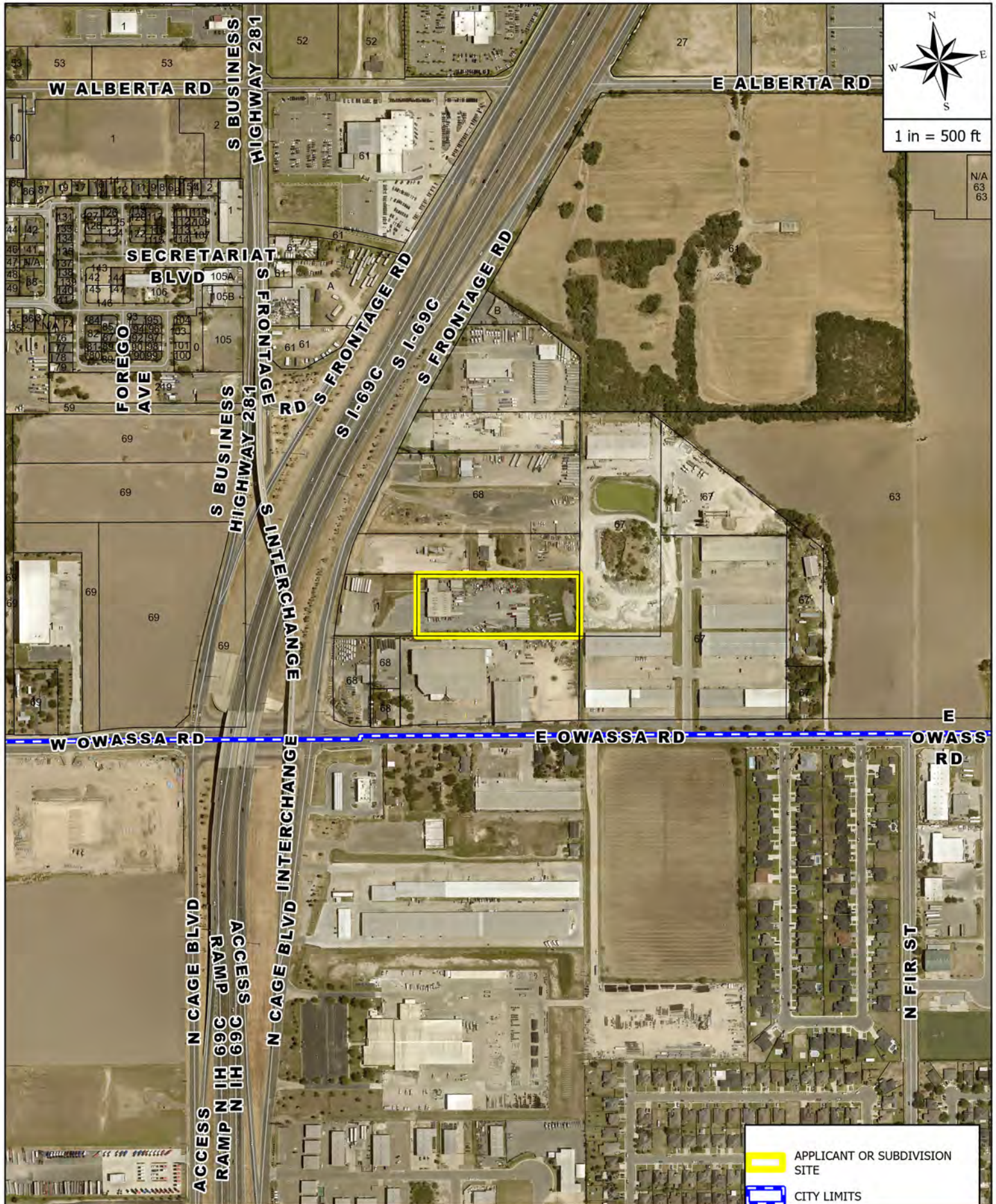
The following is the staff's evaluation of the request:

1. This property is part of the DFT Subdivision that was recorded on January 2, 1994 and was annexed into the city limits on December 10, 2013.
2. Adjacent zoning is Agriculture and Open Space (AO) District to the north, east, and south, with Commercial, General (CG) District to the west.
3. The proposed zoning is inconsistent with the Future Land Use Plan.
4. There is an existing business at this location.

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

Staff mailed a notice of the public hearing to 6 neighboring property owners on Friday, January 31, 2025, and received no comments in favor or against this request at the time this report was prepared. Notice of this public hearing was published in the newspaper on February 15, 2025.

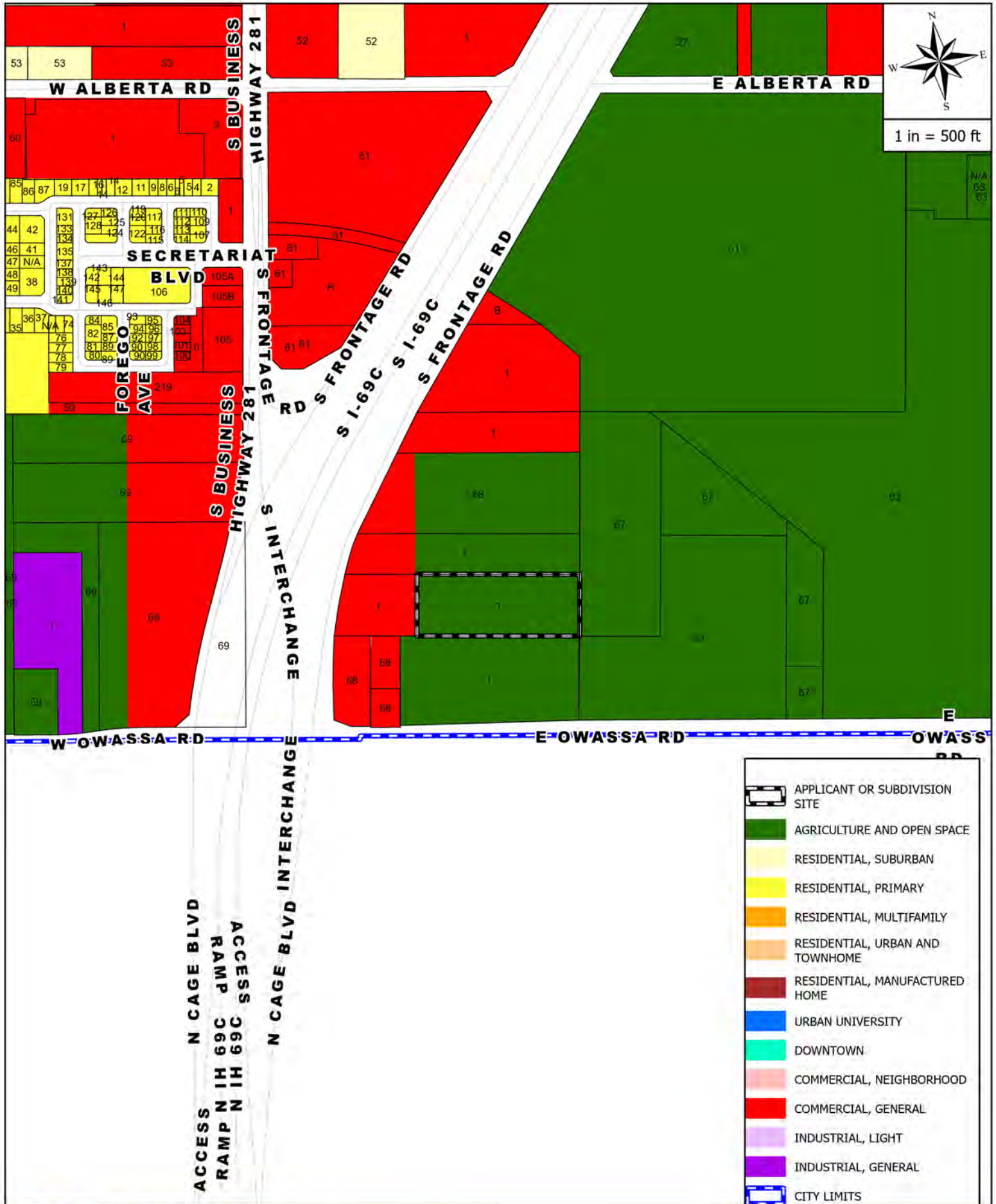




AERIAL MAP

APPLICANT AND/OR SUBDIVISION:

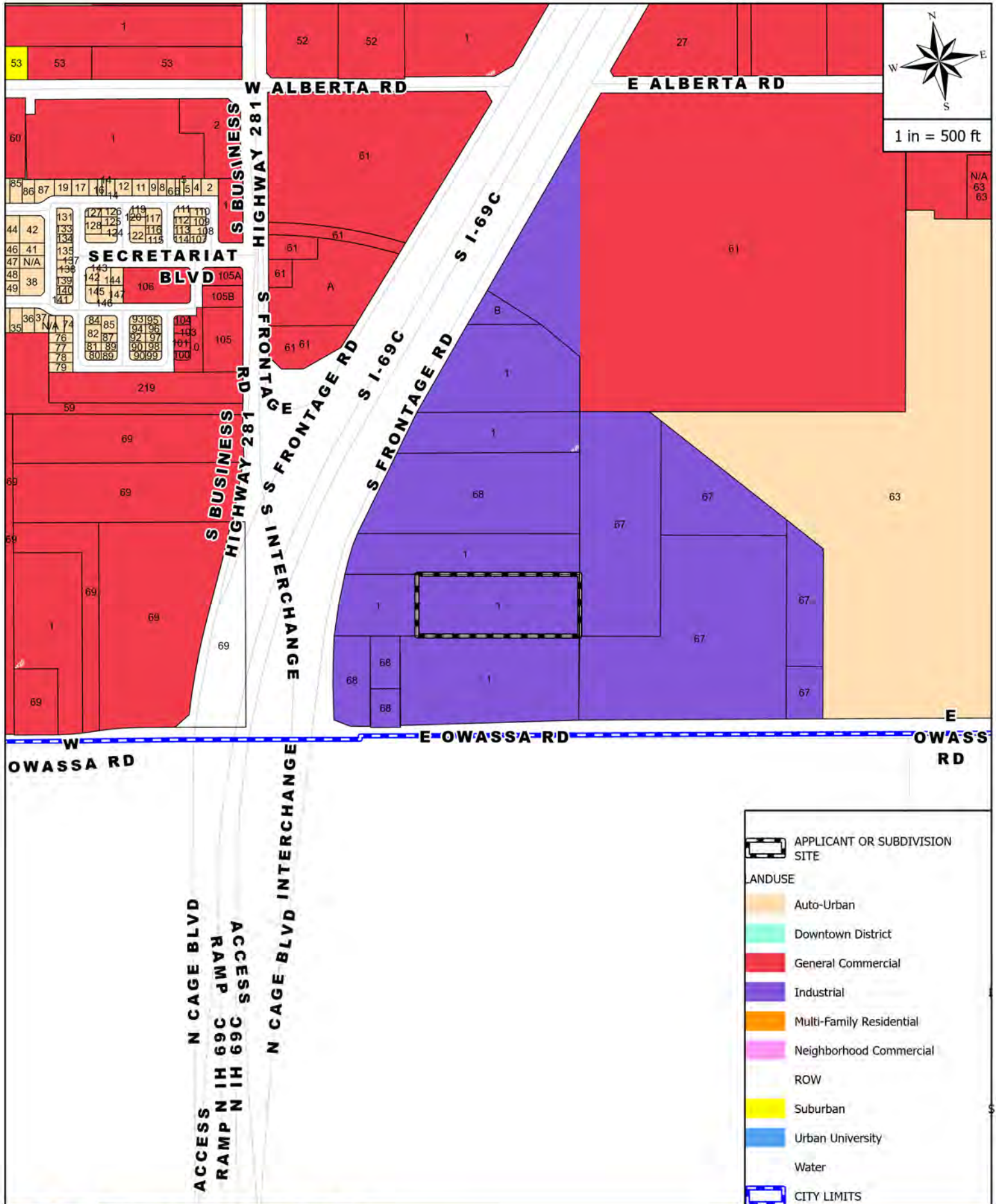
RZNE-2024-0252 5504 S I-69C - MIKE BLUM



ZONING MAP

APPLICANT AND/OR SUBDIVISION:

RZNE-2024-0252 5504 S I-69C - MIKE BLUM



FUTURE LAND USE MAP

APPLICANT AND/OR SUBDIVISION:

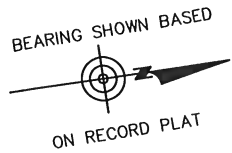
RZNE-2024-0252 5504 S I-69C - MIKE BLUM



Rezoning Request Site Photo

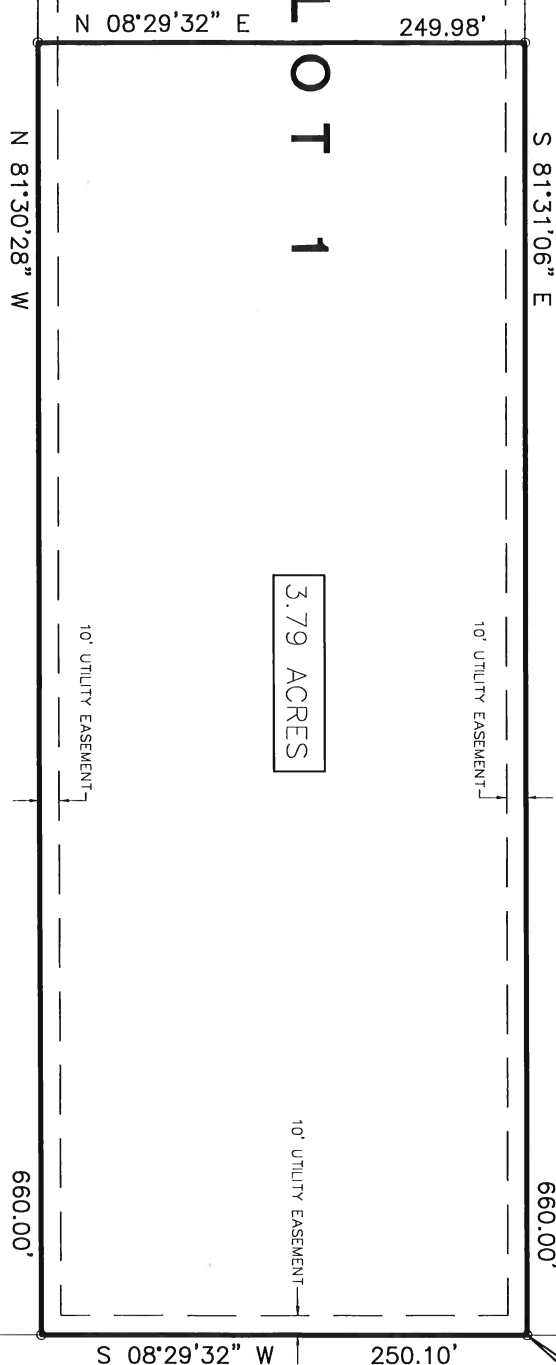
Mike Blum
5504 South I-69C





NOT TO SCALE

D F T INC
DFT AN IRR TR W336' LOT 1
VOL 29 PG 1 M.R.



D M ROTH INC
ELIZONDO'S LOT 1-2
DOC # 1559924 O.R.

ROTH D M INC
KELLY PHARR TRACT-NW6.87AC
AN IRR TR-W22.69AC S OF CANAL
LOT 67 6.87AC GR 6.75AC NET
DOC # 1200882 O.R.

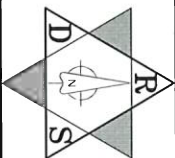
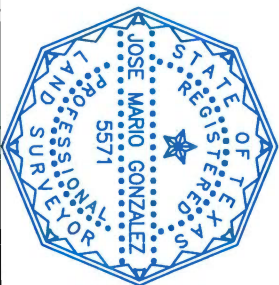
LA ROCA INVESTMENTS LTD
MALDONADO ALL LOT 1
VOL 28 PG 66A M.R.

EXHIBIT SHOWING

A 3.79 ACRE TRACT OF LAND OUT OF LOT 1, DFT SUBDIVISION, AN ADDITION TO THE CITY OF EDINBURG, HIDALGO COUNTY, TEXAS AS PER MAP RECORDED IN VOLUME 29 PAGE 1, MAP RECORDS OF HIDALGO COUNTY, TEXAS. (SEE METES AND BOUNDS)

THIS DOCUMENT WAS PREPARED UNDER 22 TAC §663.21, DOES NOT REFLECT THE RESULTS OF AN ON THE GROUND SURVEY, AND IS NOT TO BE USED TO CONVEY OR ESTABLISH INTERESTS IN REAL PROPERTY EXCEPT THOSE RIGHTS AND INTERESTS IMPLIED OR ESTABLISHED BY THE CREATION OR RECONFIGURATION OF THE BOUNDARY OF THE POLITICAL SUBDIVISION FOR WHICH IT WAS PREPARED

01-02-25



RIO DELTA SURVEYING

24593 FM 88, MONTE ALTO, TX 78538
(TEL) 956-262-0222
EMAIL: MARIO@RIODELTASURVEYING.COM
T.B.P.L.S. FIRM # 10013900

JOB NUMBER
RIO 24 365

© COPYRIGHT 2024 RIO DELTA SURVEYING
THIS SURVEY WAS PREPARED USING THE ORIGINALS SOLELY FOR THE USE OF THE BORROWER NAMES HEREON. NO LICENSE HAS BEEN GRANTED, EXPRESSED OR IMPLIED TO COPY THIS SURVEY.

RIO-DELTA SURVEYING

24593 FM 88

Monte Alto, Texas 78538

956-262-0222

TBPLS FIRM # 10013900

Metes and Bounds

EXHIBIT A

A 3.79 ACRE TRACT OF LAND OUT OF LOT 1, DFT SUBDIVISION, AN ADDITION TO THE CITY OF EDINBURG, HIDALGO COUNTY, TEXAS AS PER MAP RECORDED IN VOLUME 29 PAGE 1, MAP RECORDS OF HIDALGO COUNTY, TEXAS SAID 3.79 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF LOT 1, DFT SUBDIVISION, FOR THE NORTHEAST CORNER OF THIS TRACT OF LAND AND THE POINT OF BEGINNING;

THENCE S 08°29'32" W, WITH THE EAST LINE OF SAID LOT 1, A DISTANCE OF 250.10' TO THE SOUTHEAST CORNER OF SAID LOT 1, FOR THE SOUTHEAST CORNER OF THIS TRACT OF LAND;

THENCE N 81°30'28" W, WITH THE SOUTH LINE OF SAID LOT 1, A DISTANCE OF 660.00' TO THE SOUTHWEST CORNER OF THIS TRACT OF LAND;

THENCE N 08°29'32" E, ACROSS SAID LOT 1, A DISTANCE OF 249.98' TO THE NORTH LINE OF SAID LOT 1, FOR THE NORTHWEST CORNER OF THIS TRACT OF LAND;

THENCE S 81°31'06" E, WITH THE NORTH LINE OF SAID LOT 1, A DISTANCE OF 660.00' TO THE POINT OF BEGINNING, CONTAINING 3.79 ACRES OF LAND, MORE OR LESS.

THIS DOCUMENT WAS PREPARED UNDER 22 TAC §663.21, DOES NOT REFLECT THE RESULTS OF AN ON THE GROUND SURVEY, AND IS NOT TO BE USED TO CONVEY OR ESTABLISH INTERESTS IN REAL PROPERTY EXCEPT THOSE RIGHTS AND INTERESTS IMPLIED OR ESTABLISHED BY THE CREATION OR RECONFIGURATION OF THE BOUNDARY OF THE POLITICAL SUBDIVISION FOR WHICH IT WAS PREPARED



01-02-25



Planning & Zoning

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



THE CITY OF
Edinburg

Zone Change Application

ENERGOV CASE #

R2NE-2024-0252

Date: January 2, 2025

1. Property Owner (required): DFT INC 2. Phone: (956) 457-3867

3. Mailing Address: 5504 S US EXPRESSWAY 281

4. City: EDINBURG State: TX Zip: 78542

5. Owner's Email: rdukquits@yahoo.com 6. Cell No. (956) 457-3867

7. Agent (not owner): MIKE BLUM 8. Agent's Phone: (956) 451-5596

9. Agent's Mailing Address: 800 W DALLAS

10. City: MCALLEN State: TX Zip: 78501

11. Agent's Email: mikeb@nairgv.com

12. Address/Location being Rezoned: 5504 S US EXPRESSWAY 281 5504 S I-69C

13. Legal Description of Property:
LOT 1 DFT SUBDIVISION

14. Property ID(s): 530740

15. Zone Change: From: AO - Agriculture/Open Space

To: CG - Commercial, General

16. Existing Land Use: EXISTING COMMERCIAL OPERATION ON THE SITE

17. Reason for Zone Change: THE PROPERTY WAS ANNEXED AS "AO" SEVERAL YEARS AGO AND NEEDS TO BE REZONED TO PERMIT EXPANSION OF THE COMMERCIAL USES CONTEMPLATED ON THE LAND

MIKE BLUM

(Please Print Name)

[Signature]
Signature

OFFICE USE ONLY

REVIEWED BY _____

DATE RECEIVED _____

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

PID: 530740 D F T INC
5504 S EXPRESSWAY 281
EDINBURG, TX 78542-9646

PID: 502970 D M ROTH INC
5820 N CAGE BLVD
PHARR, TX 78577-7825

PID: 202059 DANIEC VICTOR JOHN
5006 W CHAPIN
EDINBURG, TX 78542

PID: 202060 MSEY LIMITED PARTNERSHIP
PO BOX 5178
MCALLEN, TX 78502-5178

PID: 546770 ROTH D M INC
5820 N CAGE BLVD
PHARR, TX 78577-7825

PID: 530741 D F T INC
5504 S EXPRESSWAY 281
EDINBURG, TX 78542-9646

PID: 202057 D M ROTH INC
5820 N CAGE BLVD
PHARR, TX 78577-7825

PID: 519309 LA ROCA INVESTMENTS LTD
PO BOX 5178
MCALLEN, TX 78502-5178

PID: 680161 MSEY LIMITED PARTNERSHIP
PO BOX 5178
MCALLEN, TX 78502-5178

PID: 657845 ROTH DM INC
5820 N CAGE BLVD
PHARR, TX 78577-7825

ORDINANCE NO. _____

AN ORDINANCE AMENDING, SUPPLEMENTING, AND CHANGING THE BOUNDARIES OF AGRICULTURE AND OPEN SPACE (AO) DISTRICT TO COMMERCIAL, GENERAL (CG) DISTRICT, A 3.79 ACRE TRACT OF LAND OUT OF LOT 1, DFT SUBDIVISION, AN ADDITION TO THE CITY OF EDINBURG, HIDALGO COUNTY, TEXAS AS PER MAP RECORDED IN VOLUME 29, PAGE 1, MAP RECORDS OF HIDALGO COUNTY, TEXAS, LOCATED AT 5504 SOUTH I-69C, EDINBURG, HIDALGO COUNTY, TEXAS, FROM ONE DISTRICT TO ANOTHER; PROVIDING A REPEALER CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE; PROVIDING FOR CODIFICATION; PROVIDING A WAIVER OF THE THREE (3) SEPARATE READINGS; AND ORDAINING OTHER PROVISIONS RELATED TO THE SUBJECT MATTER HEREOF.

WHEREAS, the owner of the herein described real estate has submitted to the Planning and Zoning Commission of the City of Edinburg, Texas, a proposed amendment, and the proposed supplement and change to the boundaries of the Agriculture and Open Space (AO) District to Commercial, General (CG) District, as set out in the Unified Development Code of the City of Edinburg, Texas, heretofore finally passed, approved, and adopted by said City Council on the 9th day of August, 2022. Such proposed amendment is to change the zoning of a 3.79 Acre tract of land out of Lot 1, DFT Subdivision, an Addition to the City of Edinburg, Hidalgo County, Texas as per Map Recorded in Volume 29, Page 1, Map Records of Hidalgo County, Texas, Located at 5504 South I-69C, Edinburg, Hidalgo County, Texas, from Agriculture and Open Space (AO) District to Commercial, General (CG) District, for a recommendation and report by said Planning and Zoning Commission; and

WHEREAS, the said Planning and Zoning Commission of the City of Edinburg, Texas, gave due notice as provided by said Unified Development Code of a public hearing to be held before said Planning and Zoning Commission, on February 13, 2025, at 5:30 P.M., in the Edinburg City Hall, City Council Chambers, located at 415 West University Drive, Edinburg, Texas, and said public hearing was held at such time and place, and all of which procedure in the giving of notice and the holding of said public hearing is hereby ratified and confirmed as meeting all the requirements of said Unified Development Code of the City of Edinburg, Texas and applicable statutes, providing said notice by U. S. Mail to all property owners and persons rendering property for taxation within 300 feet of the property affected not less than ten (10) days before said public hearing; and

WHEREAS, after such public hearing, the Planning and Zoning Commission of the City of Edinburg, Texas, presented its report to the City Council of the City of Edinburg that they approved the change in zoning of said property, from one district to the other; and

WHEREAS, after receipt of the final report from the Planning and Zoning Commission, the City Council of said City provided due notice, as provided by said Unified Development Code to be held before said City Council, and notice was published one time in a newspaper published in the City of Edinburg, Texas, and of general circulation in said City, stating that a public hearing to consider said proposed revision would be held on March 4, 2025 at 6:00 P.M., in the Edinburg City Hall, City Council Chambers, located at 415 West University Drive, Edinburg, Texas, which time was not less than 15 days nor more than 20 days from the date of publication, and that said public hearing was held at such time and place, and all of which procedure in the giving of notice and the holding of said public hearing is hereby ratified and confirmed as meeting all the requirements of said Unified Development Code of the City of Edinburg, Texas and applicable statutes; and

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

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

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

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

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

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

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

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

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

READ, CONSIDERED, PASSED AND APPROVED at a regular meeting of the City Council of the City of Edinburg, Texas at which a quorum was present and which was held in accordance with V.T.C.A., Government Code, Section 551.041, on the 4th day of March, 2025.

CITY OF EDINBURG

By: _____
Ramiro Garza, Jr., Mayor

ATTEST:

By: _____
Clarice Y. Balderas, City Secretary

APPROVED AS TO FORM:

By: _____
Josephine Ramirez-Solis, City Attorney

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE CITY OF EDINBURG COMPREHENSIVE PLAN BY DETERMINING THAT THE DEVELOPMENT FACTORS WITHIN THE CITY HAVE ADJUSTED SUCH THAT THE PROPOSED USE OF A 3.79 ACRE TRACT OF LAND OUT OF LOT 1, DFT SUBDIVISION, AN ADDITION TO THE CITY OF EDINBURG, HIDALGO COUNTY, TEXAS AS PER MAP RECORDED IN VOLUME 29, PAGE 1, MAP RECORDS OF HIDALGO COUNTY, TEXAS, LOCATED AT 5504 SOUTH I-69C, SHOULD BE FOR AUTO-URBAN USES; PROVIDING A REPEALER CLAUSE; PROVIDING A SAVINGS CLAUSE, PROVIDING FOR PUBLICATION AND EFFECTIVE DATE; PROVIDING A WAIVER OF THREE (3) SEPARATE READINGS; AND ORDAINING OTHER PROVISIONS RELATED TO THE SUBJECT MATTER THEREOF.

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

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

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

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

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

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

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

(1) Population growth requiring more General Commercial Uses;

(2) Expansion and development of General Commercial Uses.

This area, because of Edinburg's growth, should be included in those portions of the city

providing support to and being compatible with other similar uses, all of which are in close proximity to one another.

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

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

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

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

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

READ, CONSIDERED, PASSED AND APPROVED at a regular meeting of the City Council of the City of Edinburg, Texas, at which a quorum was present and which was held in accordance with V.T.C.A., Government Code, Section 551.041, on the 4th day of March, 2025.

CITY OF EDINBURG

By: _____
Ramiro Garza, Jr., Mayor

ATTEST:

By: _____
Clarice Y. Balderas, City Secretary

APPROVED AS TO FORM:

By: _____
Josephine Ramirez-Solis, City Attorney



CITY OF EDINBURG - CITY COUNCIL

Meeting Date: March 4, 2025

PUBLIC HEARINGS

Agenda Item No: 7.E.

Rezoning Request- Melden & Hunt, Inc.

1. **Agenda Item:**

Hold Public Hearing and Consider the Ordinance Providing for the Rezoning Request from Agriculture and Open Space (AO) District to Residential, Urban and Townhome (RU) District, a Tract of Land Containing 19.354 Acres Situated in the City of Edinburg, Hidalgo County, Texas Being a Part or Portion of Lots 3 and 4, Section 247, Texas-Mexican Railway Company Survey, According to the Plat Thereof Recorded in Volume 2, Page 29, Hidalgo County Map Records, Located at 3601 North Cesar Chavez Road, as Requested by Melden & Hunt, Inc. [Jaime Acevedo, Director of Planning & Zoning]

2. **Description:**

This property is located on the west side of North Cesar Chavez Road, approximately 245 feet south of East Monte Cristo Road. The property has 500.81 feet of frontage along North Cesar Chavez Road and a lot depth of 1,675.40 for a total lot area of 19.354 acres. The requested zoning designation is the Residential, Urban and Townhome (RU) District, which is the highest-intensity single-family residential district. The lot is currently vacant and the applicant indicated the reason for the zone change is to establish a single family townhome development.

The property is currently zoned Agriculture and Open Space (AO) District. This tract of land was annexed into the city limits on December 3, 2024. Adjacent zoning is Residential, Multifamily (RM) District to the east. Property located to the north, south, and west are currently outside the city limits Edinburg. Surrounding land consists of a drainage ditch and vacant land. Staff mailed a notice of the public hearing to 9 neighboring property owners on Friday, January 31, 2025, and received no comments in favor or against this request at the time this report was prepared. Notice of this public hearing was published in the newspaper on February 15, 2025.

On February 5, 2025, Planning staff met with City of Edinburg development departments to discuss the proposed rezoning. It was determined that infrastructure in this area will support the proposed development.

On February 13, 2025, the Planning & Zoning Commission recommended with a unanimous vote of 5-0 to approve the Rezoning Request.

3. **Staff's Recommendation:**

Staff recommends approval of the Rezoning Request from Agriculture and Open Space (AO) District to Residential, Urban and Townhome (RU) District based on the character of the area. If approved, the applicant will need to comply with all requirements during the permitting process including compliance with subdivision regulations, building/fire codes, fire protection, parking, landscape buffer-yards, solid waste services, utility, and other City requirements, as applicable.

Reviewed by:

Jaime Acevedo, Director of Planning and Zoning

Approved - 2/28/2025

Prepared by:

Rita Guerrero, Assistant Director of Planning and

Jesus Saenz, Assistant City Manager

Final Approval -
2/28/2025

Zoning

Attachments:

- A. City Council Agenda Packet Attachments
- B. Ordinance

MEETING DATES:
PLANNING & ZONING COMMISSION – 02/13/25
CITY COUNCIL – 03/04/25
DATE PREPARED – 01/31/25

STAFF REPORT
GENERAL INFORMATION

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

APPLICANT: Frank & Elizabeth Herrera

AGENT: Melden & Hunt, Inc.

LEGAL: A Tract of land containing 19.354 Acres situated in the City of Edinburg, Hidalgo County, Texas being a part or portion of Lots 3 and 4, Section 247, Texas-Mexican Railway Company Survey, according to the plat thereof recorded in Volume 2, Page 29, Hidalgo County Map Records

LOCATION: 3601 North Cesar Chavez Road

LOT/TRACT SIZE: 19.354 Acres

CURRENT USE: Vacant land

PROPOSED USE: Townhome Development

EXISTING ZONING: Agriculture and Open Space (AO) District

ADJACENT ZONING: North – Outside City Limits of Edinburg
South – Outside City Limits of Edinburg
East – Residential, Multifamily (RM) District
West – Outside City Limits of Edinburg

LAND USE PLAN: N/A

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

RECOMMENDATION: Staff recommends approval of the Rezoning Request from Agriculture and Open Space (AO) District to Residential, Urban and Townhome (RU) District based on adjacent zoning and the character of the area.

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

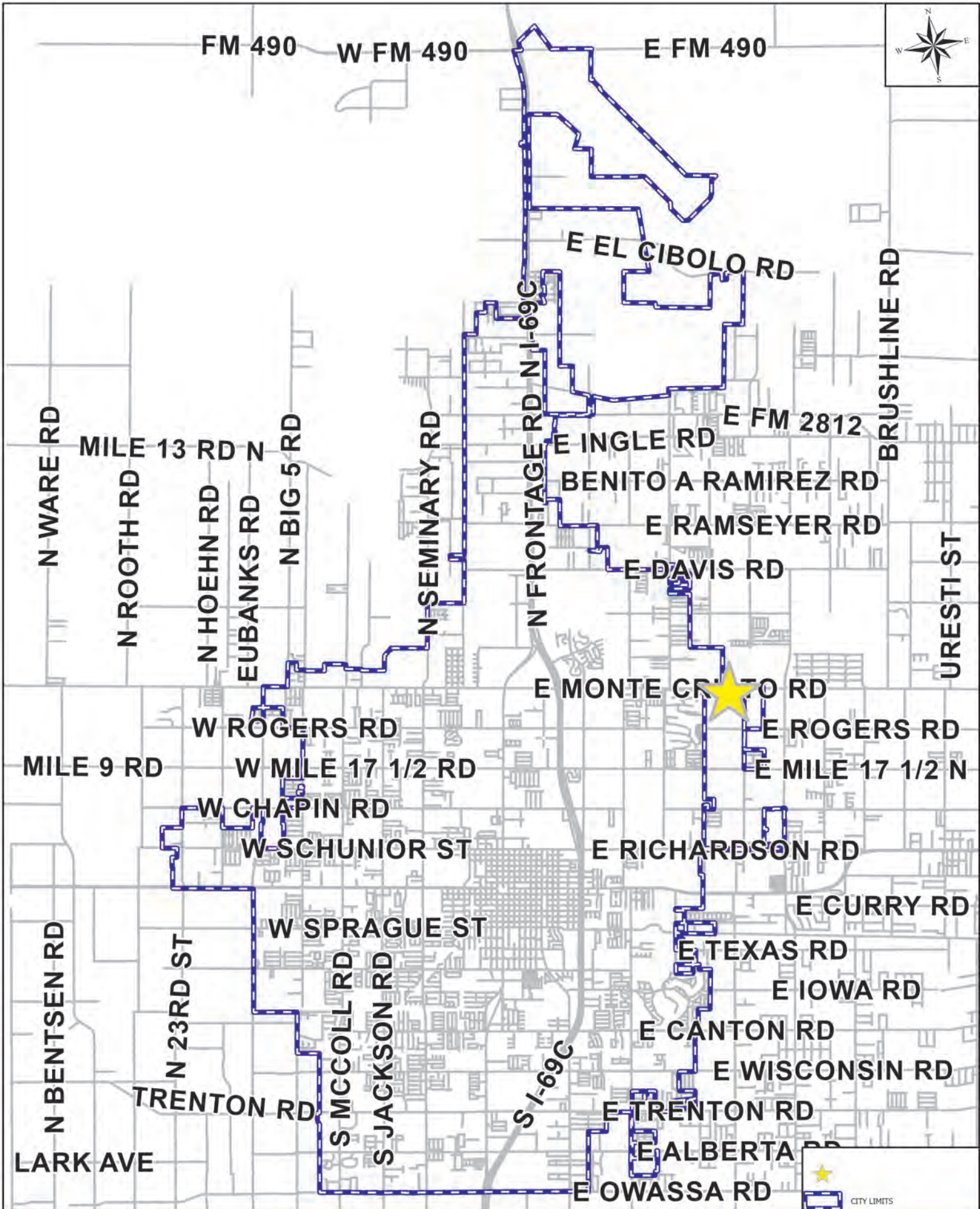
EVALUATION

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

1. The lot is currently vacant and the applicant indicated the reason for the zone change is to establish a townhome development.
2. This tract of land was annexed into the city limits on December 3, 2024.
3. Surrounding land consists of a drainage ditch and vacant land.

Staff recommends approval of the Rezoning Request from Agriculture and Open Space (AO) District to Residential, Urban and Townhome (RU) District based on adjacent zoning and the character of the area. If approved, the applicant will need to comply with all requirements during the permitting process including compliance with subdivision regulations, building/fire codes, fire protection, parking, landscape buffer-yards, solid waste services, utility, and other City requirements, as applicable.

Staff mailed a notice of the public hearing to 9 neighboring property owners on Friday, January 31, 2025, and received no comments in favor or against this request at the time this report was prepared. Notice of this public hearing was published in the newspaper on February 15, 2025.





1 in = 500 ft

E MONTE CRISTO RD

N KENYON RD

N CESAR CHAVEZ RD

E ROGERS RD



CITY LIMITS

APPLICANT OR SUBDIVISION
SITE



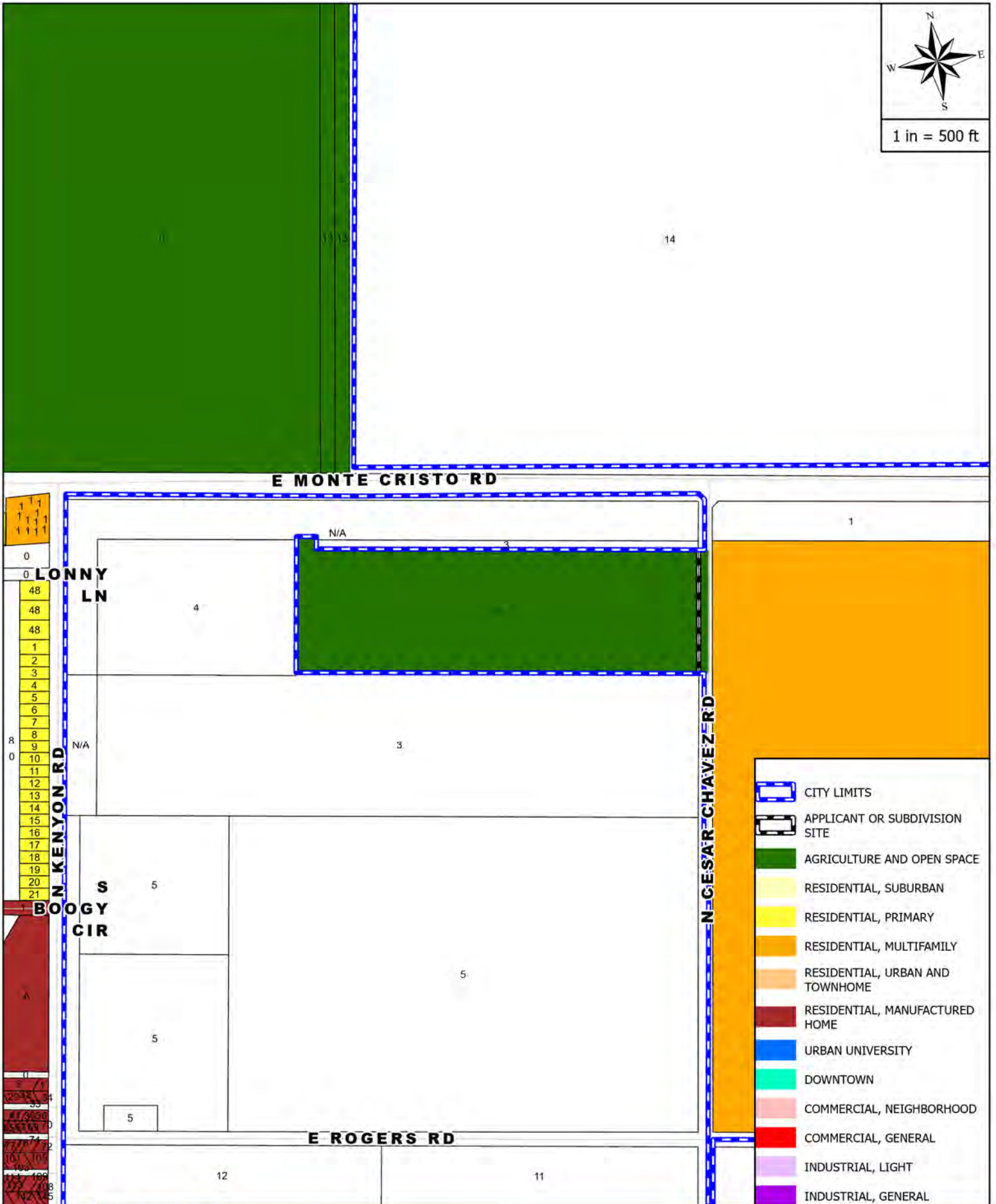
STREETS_RCL

APPLICANT AND/OR SUBDIVISION:

RZNE-2025-0254 3601 N CESAR CHAVEZ - MELDEN & HUNT, INC



1 in = 500 ft



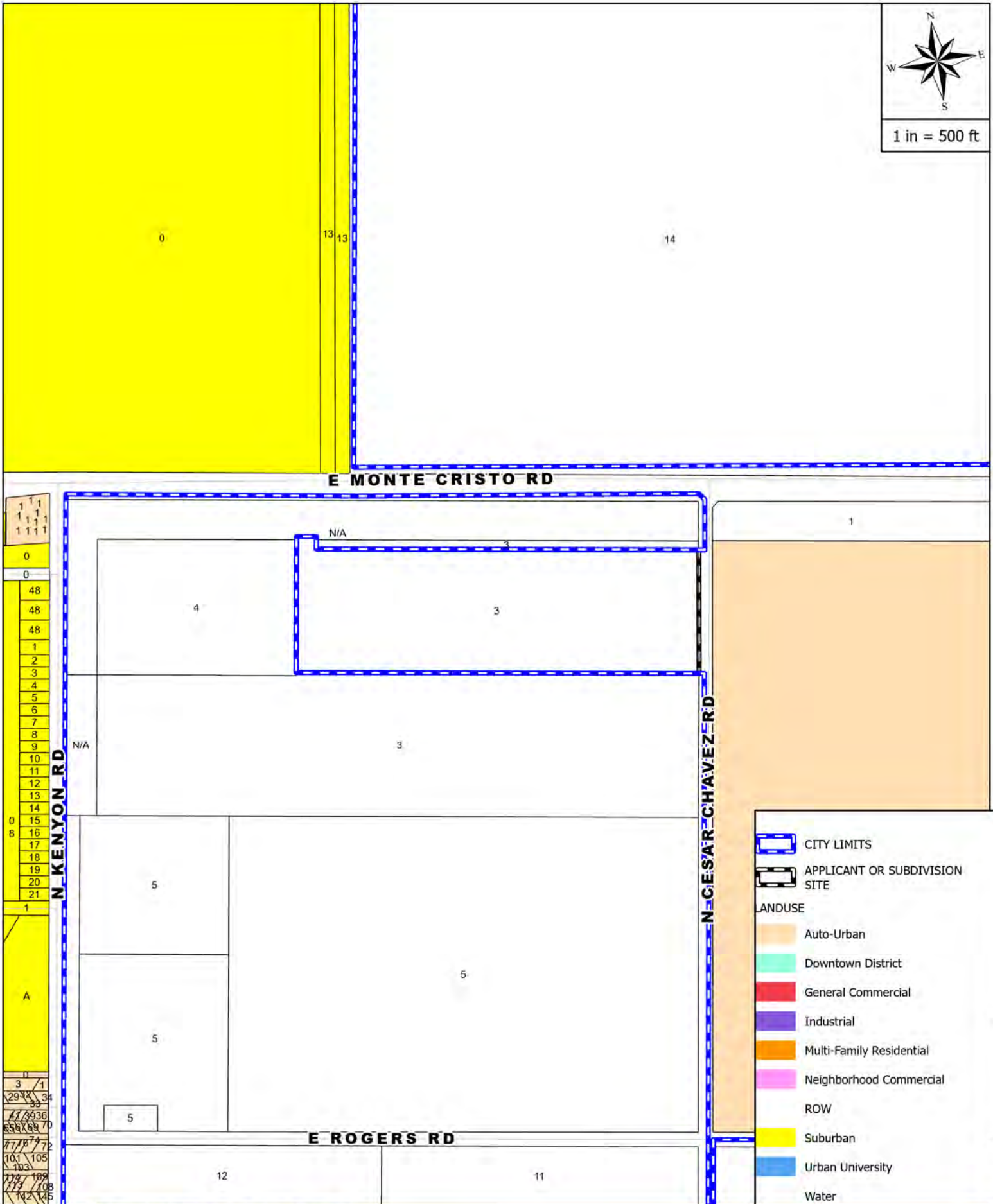
ZONING MAP

APPLICANT AND/OR SUBDIVISION:

RZNE-2025-0254 3601 N CESAR CHAVEZ - MELDEN & HUNT, INC



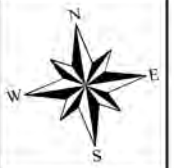
1 in = 500 ft



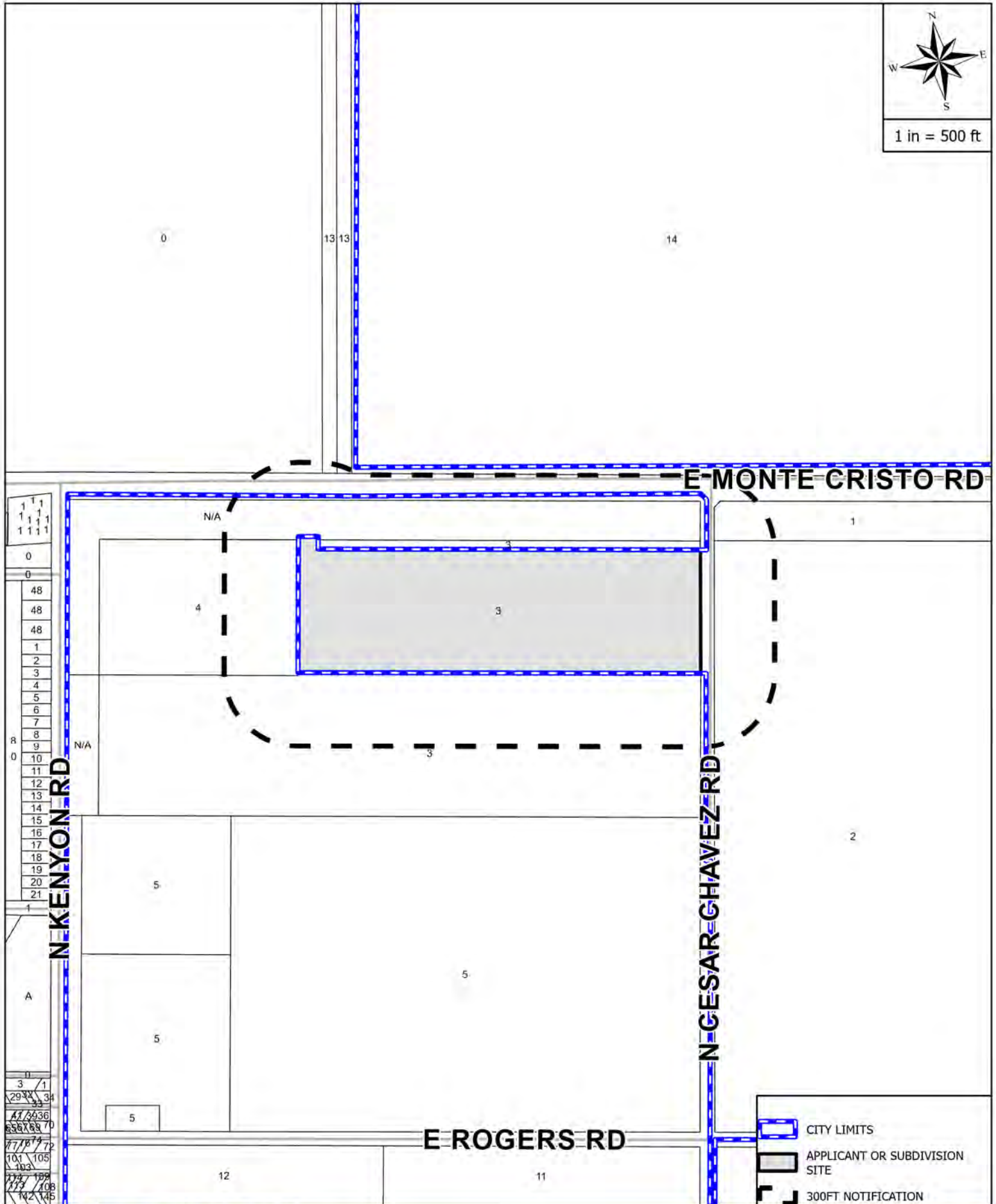
FUTURE LAND USE MAP

APPLICANT AND/OR SUBDIVISION:

RZNE-2025-0254 3601 N CESAR CHAVEZ - MELDEN & HUNT, INC



1 in = 500 ft



- CITY LIMITS
- APPLICANT OR SUBDIVISION SITE
- 300FT NOTIFICATION

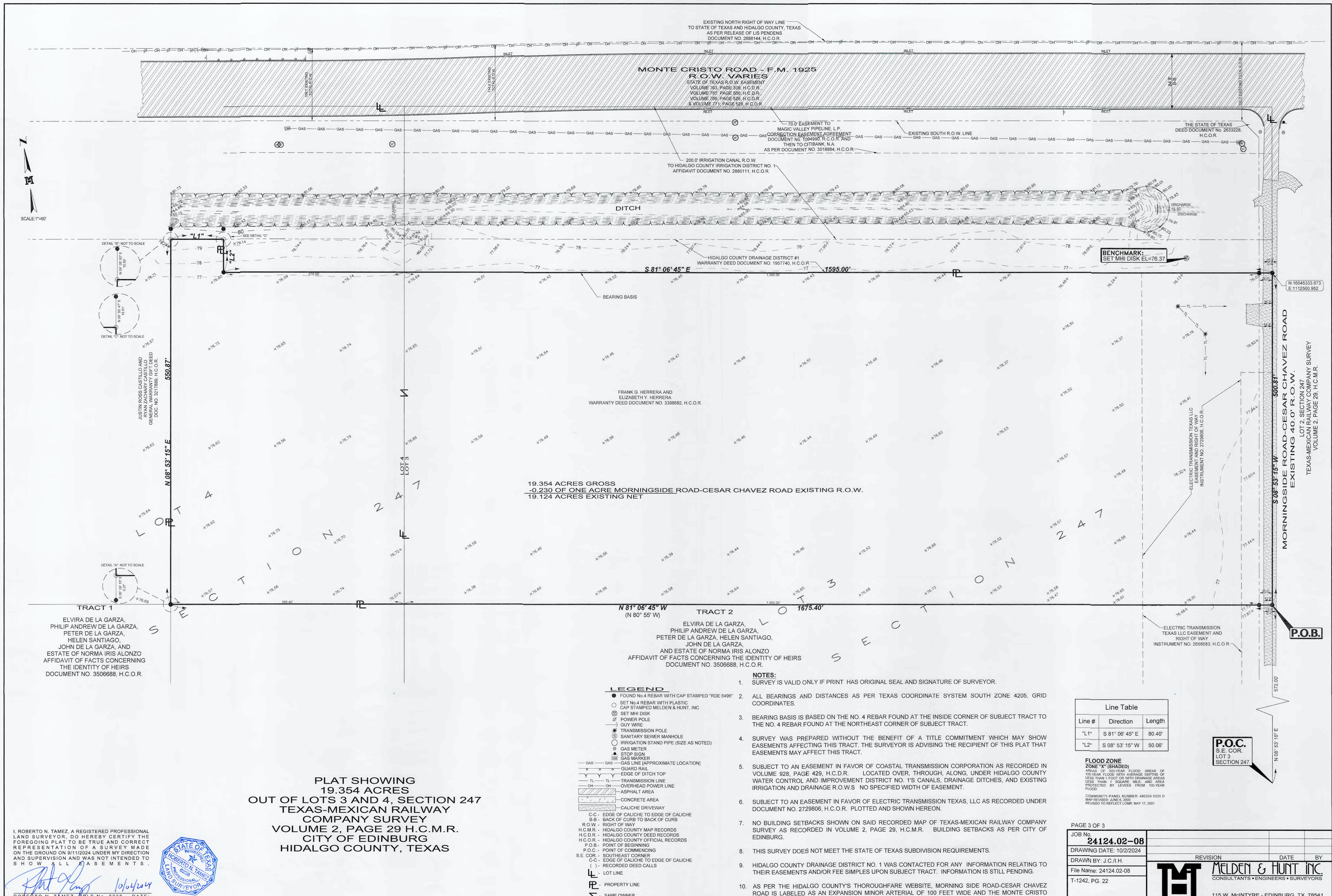




Rezoning Request Site Photo

Melden & Hunt Inc.
3601 North Cesar Chavez Road





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

I, ROBERTO N. TAMEZ, A REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THE FOREGOING PLAT TO BE TRUE AND CORRECT REPRESENTATION OF A SURVEY MADE ON THE GROUND ON 9/11/2024 UNDER MY DIRECTION AND SUPERVISION AND WAS NOT INTENDED TO SHOW ALL EASEMENTS.



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

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

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

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

FLOOD ZONE
ZONE "X" (SHADED)
AREAS OF 100-YEAR FLOOD: AREAS OF 100-YEAR FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE AND AREA PROTECTED BY LEVEES FROM 100-YEAR FLOOD.

COMMUNITY-PANEL NUMBER: 480334 0325 D
MAP REVISED: JUNE 6, 2005
REVISED TO REFLECT LOMR: MAY 17, 2001

PAGE 3 OF 3

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

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

October 2, 2024

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

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

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

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

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

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

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



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

10/24/2024

DATE:



Today's Date: 1/30/25

Case # : _____

OWNER INFORMATION

Name: Frank & Elizabeth Herrera **Phone No. :** c/o (956) 381-0981
Contact Name: _____
Mailing Address: 12506 Green Darner **City:** San Antonio **Zip:** 78253
Email Address: benjamin@grupoasenza.com

APPLICANT INFORMATION

Name: Melden & Hunt, Inc. **Phone No. :** (956) 381-0981
Contact Name: Mario A. Reyna
Mailing Address: 115 W. McIntyre Street **City:** Edinburg **Zip:** 78541
Email Address: mario@meldenandhunt.com

PROPERTY INFORMATION

Address/Location being Rezoned: 3601 N. Cesar Chavez Road
Legal Description of Property: 19.39 +/- Acres o/o lots 3 and 4, Section 247, Texas-Mexican Railway Company Survey
Volume 2, Page 29 H.C.M. R.
Property ID(s): 295989
Zone Change: From: AO - AGRICULTURE AND OPEN SPACE **To:** RU - RESIDENTIAL, URBAN AND TOWNHOM
Existing Land Use: Vacant Land
Reason for Zone Change: Townhomes

Mario A. Reyna
(Please Print Name)


Signature

AMOUNT PAID \$ _____

RECEIPT NUMBER _____

PUBLIC HEARING DATE (PLANNING & ZONING COMMISSION) - 5:30 PM : _____

PUBLIC HEARING DATE (CITY COUNCIL) - 6:00 PM: _____

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

PID: 295991 CASTILLO JUSTIN ROSS & RYAN
ZACHARY CASTILLO

20310 DARK HOLLOW LN
SPRING, TX 77379-1442

PID: 295989 HERRERA FRANK G & ELIZABETH Y
TRUSTEES LIVING TRUST

12506 GREEN DARNER
SAN ANTONIO, TX 78253-5735

PID: 277608 HIDALGO COUNTY DRAINAGE DIST
NO. 1

902 N DOOLITTLE RD
EDINBURG, TX 78542-7470

PID: 684306 HIDALGO COUNTY IRRIGATION

PO BOX 870
EDINBURG, TX 78540-0870

PID: 300969 STATE OF TEXAS THE THE TEXAS
YOUTH COMMISSION

PO BOX 9999
AUSTIN, TX 78766-0999

PID: 295988 DE LA GARZA ELVIRA

923 S 5TH AVE
EDINBURG, TX 78539

PID: 730740 HIDALGO COUNTY DRAINAGE DIST #1

509 E EARLING RD
SAN JUAN, TX 78589-4310

PID: 277609 HIDALGO COUNTY DRAINAGE
DISTRICT NO. 1

902 N DOOLITTLE RD
EDINBURG, TX 78542-7470

PID: 277610 MJVM LTD

3511 LOS INDIOS PKWY
MISSION, TX 78572-7543

PID: 683203 UNION DESIGN DEVELOPERS LP

4314 S CONWAY AVE
MISSION, TX 78572-0034

ORDINANCE NO. _____

AN ORDINANCE AMENDING, SUPPLEMENTING, AND CHANGING THE BOUNDARIES OF AGRICULTURE AND OPEN SPACE (AO) DISTRICT TO RESIDENTIAL, URBAN AND TOWNHOME (RU) DISTRICT, A TRACT OF LAND CONTAINING 19.354 ACRES SITUATED IN THE CITY OF EDINBURG, HIDALGO COUNTY, TEXAS BEING A PART OR PORTION OF LOTS 3 AND 4, SECTION 247, TEXAS-MEXICAN RAILWAY COMPANY SURVEY, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 2, PAGE 29, HIDALGO COUNTY MAP RECORDS, LOCATED AT 3601 NORTH CESAR CHAVEZ ROAD, EDINBURG, HIDALGO COUNTY, TEXAS, FROM ONE DISTRICT TO ANOTHER; PROVIDING A REPEALER CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE; PROVIDING FOR CODIFICATION; PROVIDING A WAIVER OF THE THREE (3) SEPARATE READINGS; AND ORDAINING OTHER PROVISIONS RELATED TO THE SUBJECT MATTER HEREOF.

WHEREAS, the owner of the herein described real estate has submitted to the Planning and Zoning Commission of the City of Edinburg, Texas, a proposed amendment, and the proposed supplement and change to the boundaries of the Agriculture and Open Space (AO) District to Residential, Urban and Townhome (RU) District, as set out in the Unified Development Code of the City of Edinburg, Texas, heretofore finally passed, approved, and adopted by said City Council on the 9th day of August, 2022. Such proposed amendment is to change the zoning of a Tract of land containing 19.354 Acres situated in the City of Edinburg, Hidalgo County, Texas being a part or portion of Lots 3 and 4, Section 247, Texas-Mexican Railway Company Survey, according to the plat thereof recorded in Volume 2, Page 29, Hidalgo County Map Records, Located at 3601 North Cesar Chavez Road, Edinburg, Hidalgo County, Texas, from Agriculture and Open Space (AO) District to Residential, Urban and Townhome (RU) District, for a recommendation and report by said Planning and Zoning Commission; and

WHEREAS, the said Planning and Zoning Commission of the City of Edinburg, Texas, gave due notice as provided by said Unified Development Code of a public hearing to be held before said Planning and Zoning Commission, on February 13, 2025, at 5:30 P.M., in the Edinburg City Hall, City Council Chambers, located at 415 West University Drive, Edinburg, Texas, and said public hearing was held at such time and place, and all of which procedure in the giving of notice and the holding of said public hearing is hereby ratified and confirmed as meeting all the requirements of said Unified Development Code of the City of Edinburg, Texas and applicable statutes, providing said notice by U. S. Mail to all property owners and persons rendering property for taxation within 300 feet of the property affected not less than ten (10) days before said public hearing; and

WHEREAS, after such public hearing, the Planning and Zoning Commission of the City

of Edinburg, Texas, presented its report to the City Council of the City of Edinburg that they approved the change in zoning of said property, from one district to the other; and

WHEREAS, after receipt of the final report from the Planning and Zoning Commission, the City Council of said City provided due notice, as provided by said Unified Development Code to be held before said City Council, and notice was published one time in a newspaper published in the City of Edinburg, Texas, and of general circulation in said City, stating that a public hearing to consider said proposed revision would be held on March 4, 2025, at 6:00 P.M., in the Edinburg City Hall, City Council Chambers, located at 415 West University Drive, Edinburg, Texas, which time was not less than 15 days nor more than 20 days from the date of publication, and that said public hearing was held at such time and place, and all of which procedure in the giving of notice and the holding of said public hearing is hereby ratified and confirmed as meeting all the requirements of said Unified Development Code of the City of Edinburg, Texas and applicable statutes; and

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

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

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

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

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

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

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

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

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

READ, CONSIDERED, PASSED AND APPROVED at a regular meeting of the City Council of the City of Edinburg, Texas at which a quorum was present and which was held in accordance with V.T.C.A., Government Code, Section 551.041, on the 4th day of March, 2025.

CITY OF EDINBURG

By: _____
Ramiro Garza, Jr., Mayor

ATTEST:

By: _____
Clarice Y. Balderas, City Secretary

APPROVED AS TO FORM:

By: _____
Josephine Ramirez-Solis, City Attorney



CITY OF EDINBURG - CITY COUNCIL

Meeting Date: March 4, 2025

PUBLIC HEARINGS

Agenda Item No: 7.F.

Rezoning Request - Patricia Escamilla

1. Agenda Item:

Hold Public Hearing and Consider the Ordinance Providing for the Rezoning Request from Agriculture and Open Space (AO) District to Residential, Primary (RP) District, Lot 16, Tierra Del Valle Subdivision No. 2, Located at 4015 West Lopez Drive, as Requested by Patricia Escamilla. [Jaime Acevedo, Director of Planning & Zoning]

2. Description:

This property is located on the southwest intersection of Nava Street and West Lopez Drive. The property has a total frontage of 75 feet along West Lopez Drive and a lot depth of 120 feet for a total lot area of approximately 13,300 square feet. The property is currently zoned Agriculture and Open Space (AO) District. This lot is part of the Tierra Del Valle Subdivision No. 2 that was recorded on September 2, 1980 and was annexed into the city limits on March 17, 2015. The requested zoning designation is the Residential, Primary (RP) District, which is the primary residential district, intended to permit a wide range of single-family residential uses. The lot is currently vacant and the applicant indicated the reason for the zone change request is for single-family residential uses.

Adjacent zoning is Agriculture and Open Space (AO) District to the north, east, and south. Property to the west is currently outside of the city limits of City of Edinburg. Surrounding land consists of single-family residential uses. The future land use designation for this property is for Auto-Urban Uses.

Staff mailed a notice of the public hearing to 32 neighboring property owners on Friday, January 31, 2025, and received no comments in favor or against this request at the time this report was prepared. Notice of this public hearing was published in the newspaper on February 15, 2024.

On February 5, 2025, Planning staff met with City of Edinburg development departments to discuss the proposed rezoning. It was determined infrastructure in this area will support the proposed development.

On February 13, 2025, the Planning & Zoning Commission recommended with a unanimous vote of 5-0 to approve the Rezoning Request.

3. Staff's Recommendation:

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

Reviewed by:

Prepared by:

Jaime Acevedo, Director of Planning and
Zoning
Jesus Saenz, Assistant City Manager

Approved - 2/28/2025
Final Approval -
2/28/2025

Rita Guerrero, Assistant
Director of Planning and
Zoning

Attachments:

- A. City Council Agenda Packet Attachments
- B. Ordinance

MEETING DATES:
PLANNING & ZONING COMMISSION – 02/13/25
CITY COUNCIL – 03/04/25
DATE PREPARED – 1/31/25

STAFF REPORT
GENERAL INFORMATION

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

APPLICANT: Marco Antonio Escamilla and Emilio Casimiro Escamilla

AGENT: Patricia Escamilla

LEGAL: Lot 16, Tierra Del Valle Subdivision No. 2

LOCATION: 4015 West Lopez Drive

LOT/TRACT SIZE: approximately 13,300 square feet

CURRENT USE: Vacant land

PROPOSED USE: Residential development

EXISTING ZONING: Agriculture and Open Space (AO) District

ADJACENT ZONING: North – Agriculture and Open Space (AO) District
South – Agriculture and Open Space (AO) District
East – Agriculture and Open Space (AO) District
West – Outside City Limits of Edinburg

LAND USE PLAN: Auto-Urban Uses

PUBLIC SERVICES: North Alamo Water Supply Corporation Water and Sewer

RECOMMENDATION: Staff recommends approval of the Rezoning Request from Agriculture and Open Space (AO) District to Residential, Primary (RP) District based on surrounding land uses and the character of the area.

**REZONING REQUEST
PATRICIA ESCAMILLA**

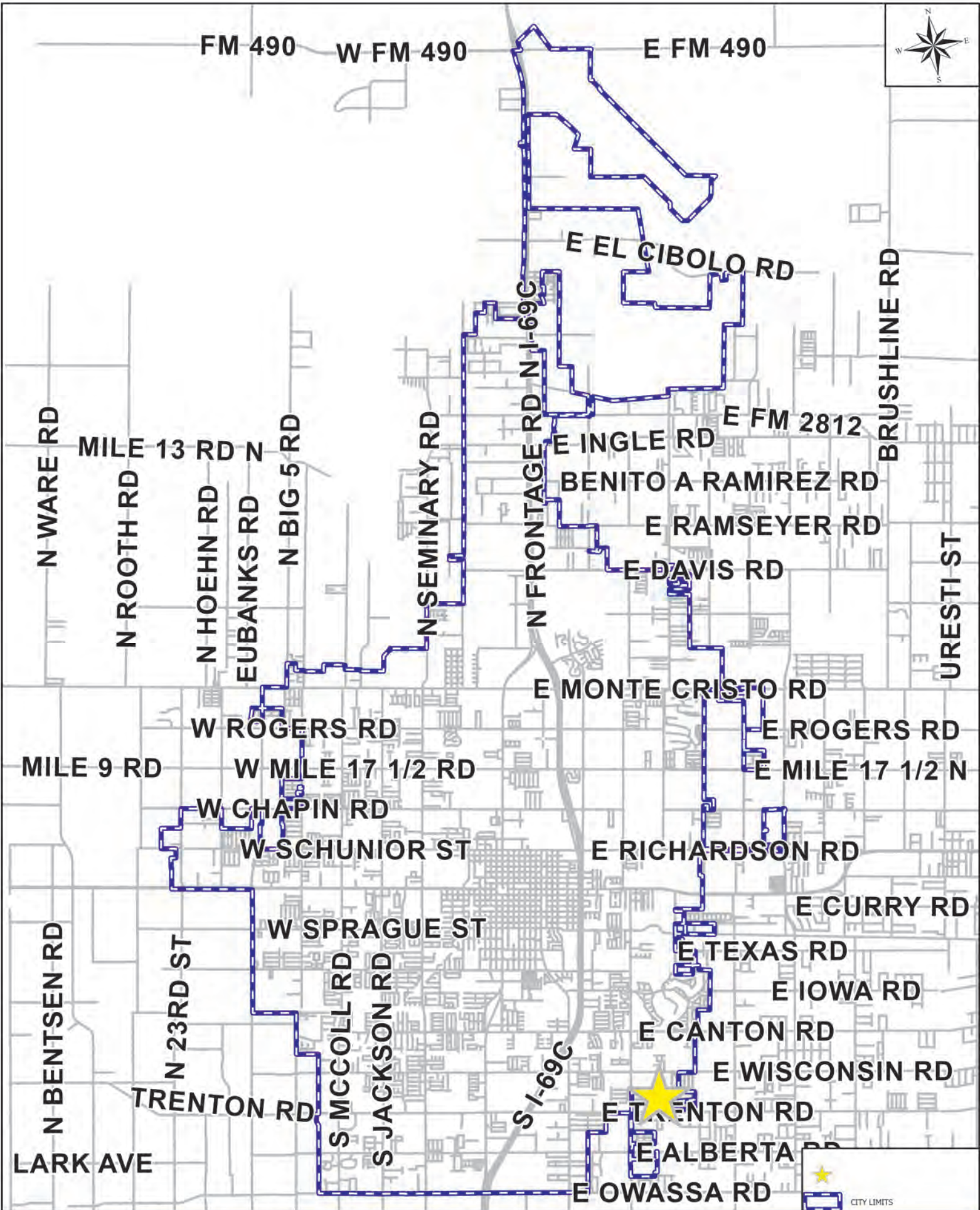
EVALUATION

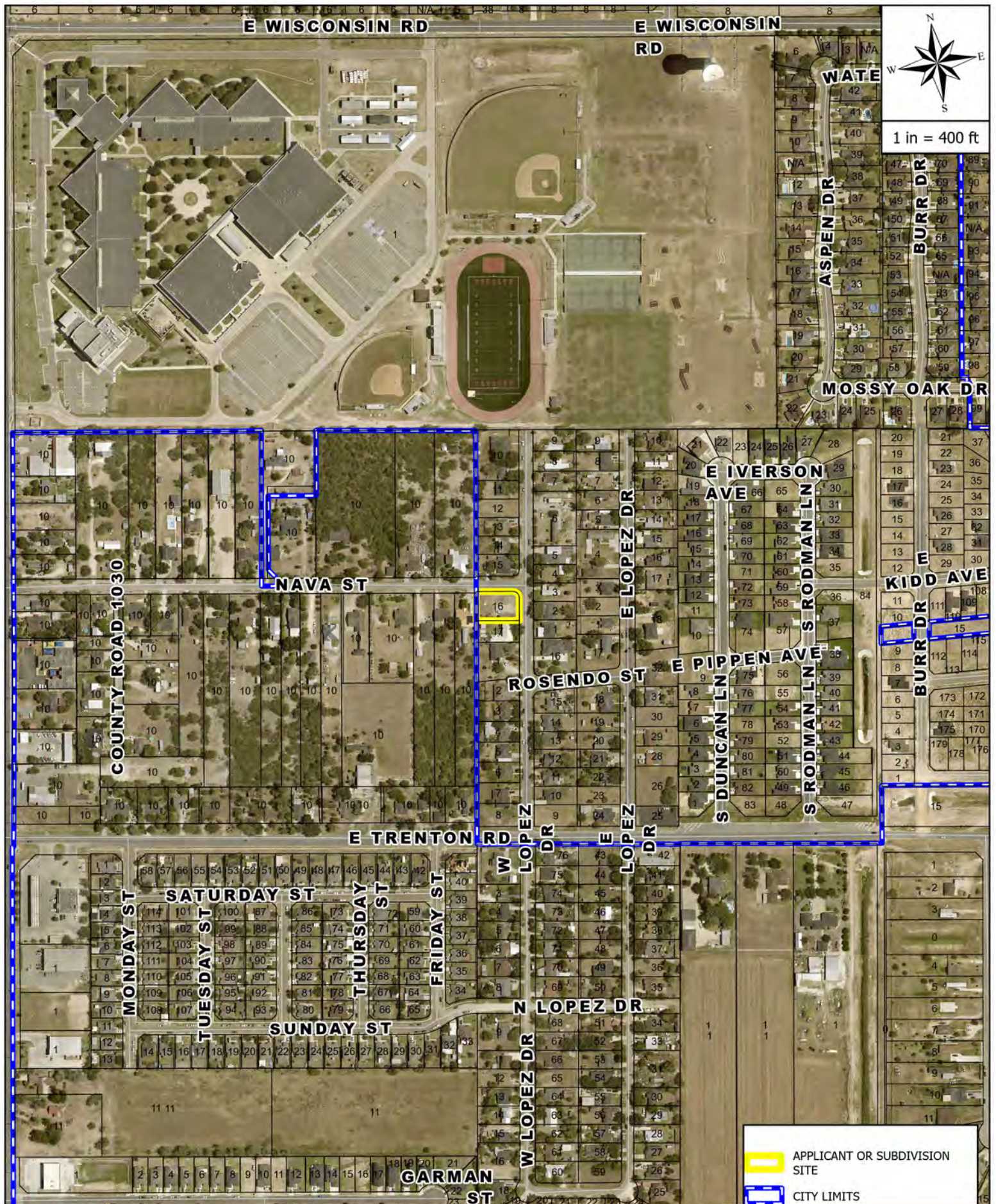
The following is the staff's evaluation of the request:

1. This lot is part of the Tierra Del Valle Subdivision No. 2 that was recorded on September 2, 1980 and was annexed into the city limits on March 17, 2015.
2. Surrounding land consists of single-family residential uses.
3. The proposed zoning is consistent with the Future Land Use Plan.

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

Staff mailed a notice of the public hearing to 32 neighboring property owners on Friday, January 31, 2025, and received no comments in favor or against this request at the time this report was prepared. Notice of this public hearing was published in the newspaper on February 15, 2025.

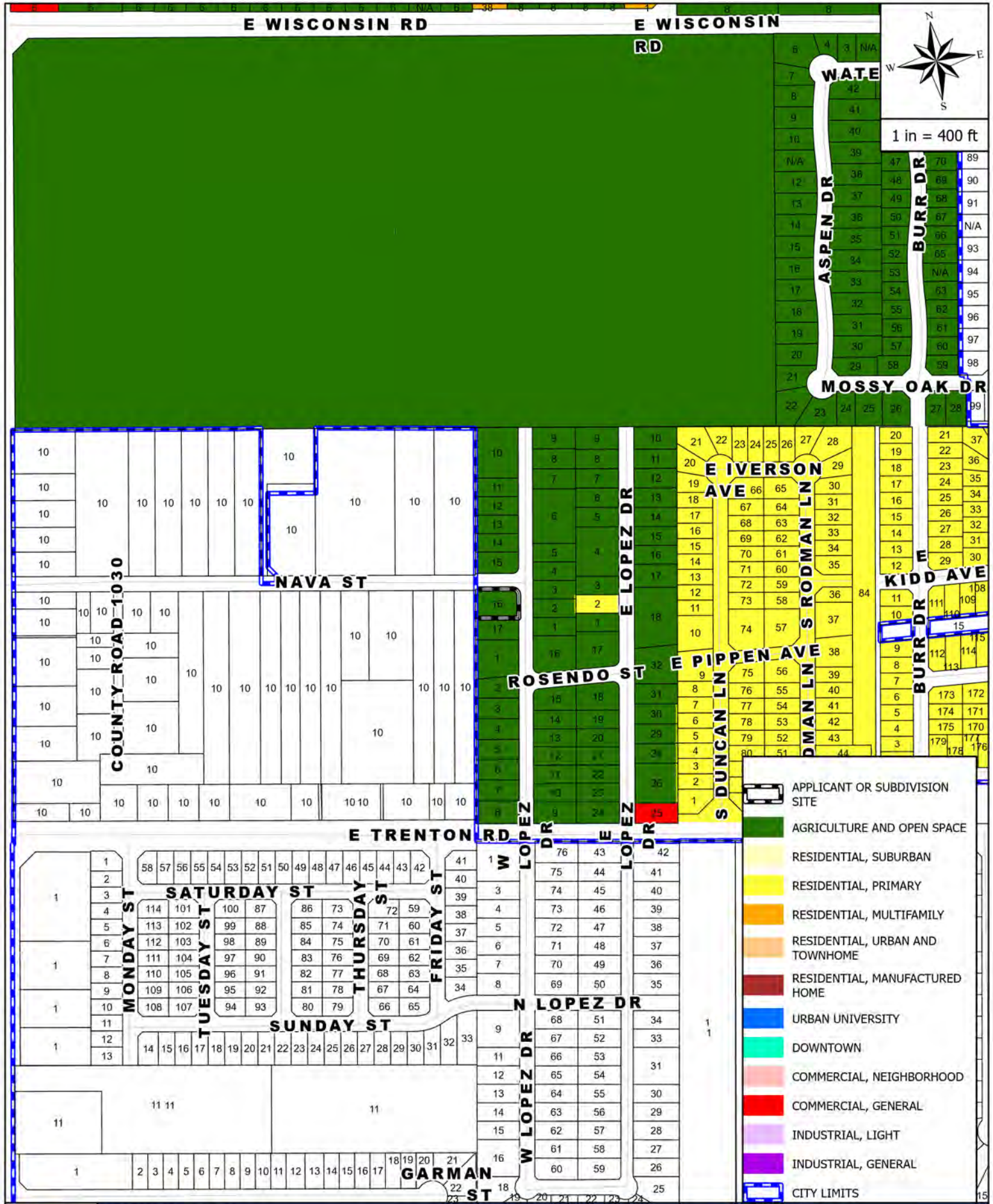




AERIAL MAP

APPLICANT AND/OR SUBDIVISION:

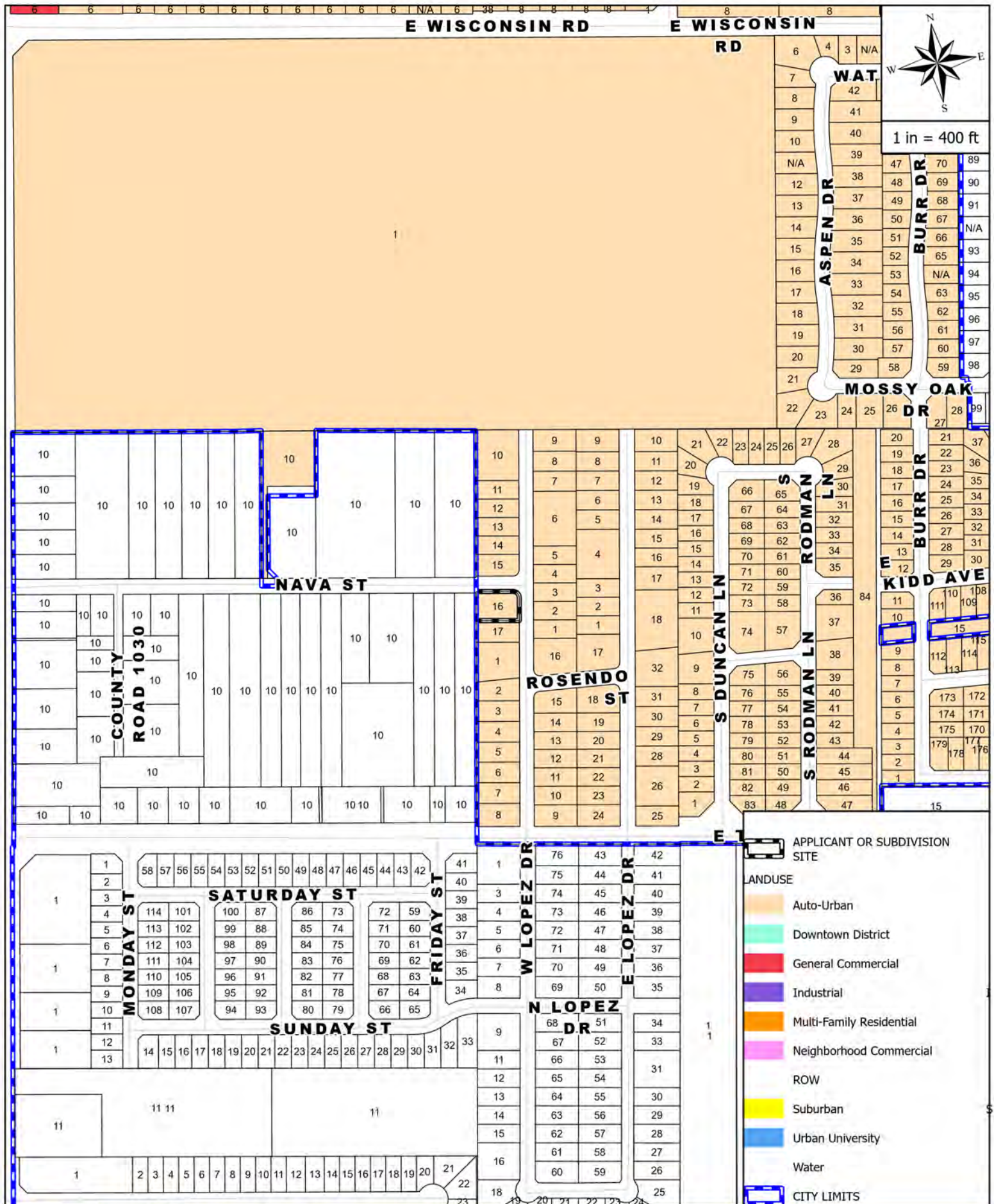
RZNE-2025-0255 4015 W LOPEZ DR - PATRICIA ESCAMILLA



ZONING MAP

APPLICANT AND/OR SUBDIVISION:

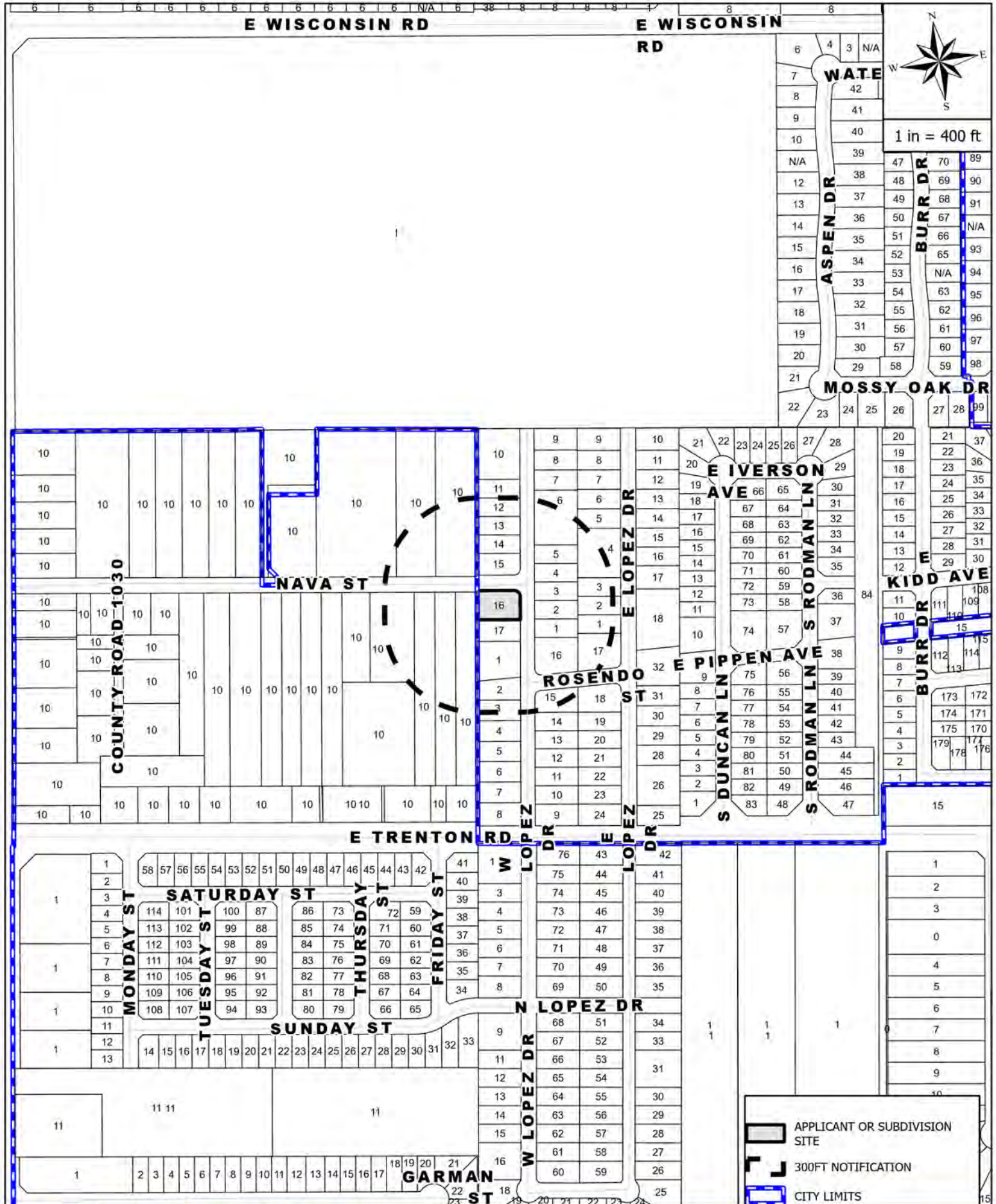
RZNE-2025-0255 4015 W LOPEZ DR - PATRICIA ESCAMILLA



FUTURE LAND USE MAP

APPLICANT AND/OR SUBDIVISION:

RZNE-2025-0255 4015 W LOPEZ DR - PATRICIA ESCAMILLA



MAILOUT AND SITE MAP

APPLICANT AND/OR SUBDIVISION:

RZNE-2025-0255 4015 W LOPEZ DR - PATRICIA ESCAMILLA



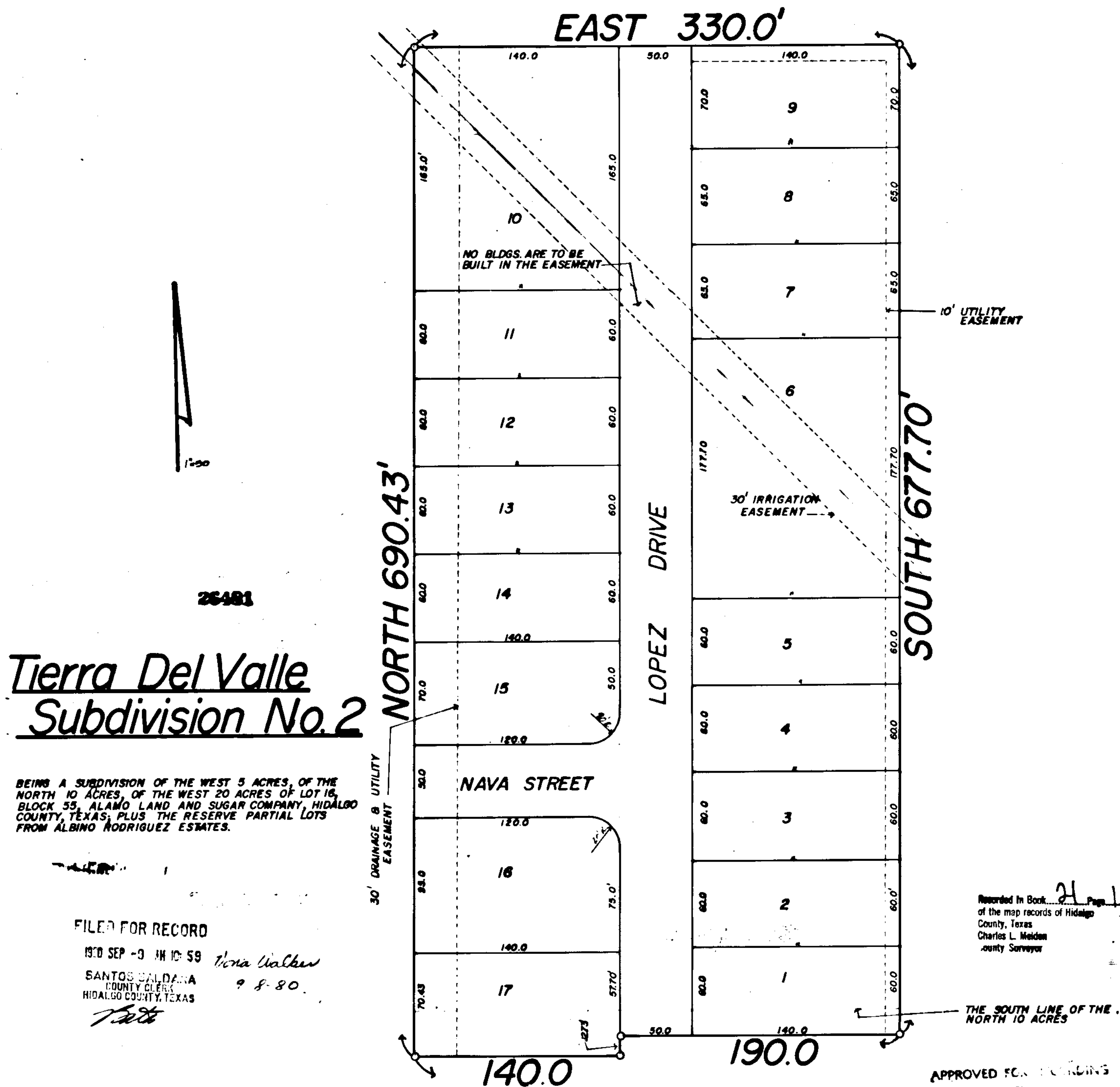


Rezoning Request Site Photo

Patricia Escamilla

4015 West Lopez Drive





Tierra Del Valle Subdivision No. 2

BEING A SUBDIVISION OF THE WEST 5 ACRES, OF THE NORTH 10 ACRES, OF THE WEST 20 ACRES OF LOT 16, BLOCK 55, ALAMO LAND AND SUGAR COMPANY, HIDALGO COUNTY, TEXAS; PLUS THE RESERVE PARTIAL LOTS FROM ALBINO RODRIGUEZ ESTATES.

FILED FOR RECORD

1980 SEP -3 AM 10:59
 SANTA VALDANA
 COUNTY CLERK
 HIDALGO COUNTY, TEXAS

Recorded in Book 21 Page 116
 of the map records of Hidalgo
 County, Texas
 Charles L. Meiden
 County Surveyor

APPROVED FOR RECORDING

COMMISSIONERS' COURT

8th day of Sept 1980

County of Hidalgo, Texas

Shongwea

State of Texas:
 County of Hidalgo:

Know All Men By These Presents:

I, the President of TIERRA DEL VALLE DEVELOPMENT INC. do hereby, dedicate, and confirm the following foregoing map and do hereby dedicate to the public the streets and alleys hereon shown.

8-4-80
 Date

Albino R. Rodriguez
 Albino R. Rodriguez, President

State of Texas:
 County of Hidalgo:

I, the undersigned, a Registered Professional Engineer in the State of Texas, hereby certify that this plat is correctly made and is prepared from an actual survey on the property made under my supervision on the ground, and further certify that the proper engineering consideration has been given to this

8-2-80
 Date

NOE GARZA
 Registered Professional Engineer

State of Texas:
 County of Hidalgo:

Before me, the undersigned authority, on this day personally appeared Albino R. Rodriguez, President of TIERRA DEL VALLE DEVELOPMENT INC. whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purpose and consideration therein stated.

Given under my hand and seal of office, this the 4th day of August 1980.

Notary Public in and for
 Hidalgo County, Texas

This plat approved by Hidalgo Water Improvement District No 2.

Aug 24 1980
 Date

Chairman

Planning & Zoning

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



THE CITY OF
Edinburg

Zone Change Application

ENERGOV CASE #

12NG-2025-0255

Date: January 6, 2025

1. Property Owner (required): Marc Antonio Escamilla 2. Phone: 737-213-7678
Emilio Casimiro Escamilla 956-200-0341

3. Mailing Address: 455 Travertine Trl, Buda, Texas 78610
4021 W. Lopez Dr, Edinburg, Texas 78542

4. City: Buda State: Texas Zip: 78610
Edinburg Texas 78542

5. Owner's Email: marcoescamilla_1989@yahoo.com 6. Cell No. 737-213-7678

7. Agent (not owner): Patricia Escamilla 8. Agent's Phone: 956-200-8927

9. Agent's Mailing Address: P.O. Box 1117

10. City: San Juan State: Texas Zip: 78589

11. Agent's Email: rescamilla1969@gmail.com

12. Address/Location being Rezoned: 4015 W. Lopez Dr. Edinburg, Texas 78542

13. Legal Description of Property: 14. Property ID(s): 303349

Tierra Del Valle Subdivision No 2.
Lot 16

15. Zone Change: From: Agriculture/Open Space To: Residential Primary

16. Existing Land Use: Vacant Lot

17. Reason for Zone Change: Frame home being placed on property/lot

Patricia Escamilla Patricia Escamilla
(Please Print Name) Signature

Application Fee \$400

RECEIPT NUMBER: REVIEWED BY: 1/13/25

PUBLIC HEARING DATE (PLANNING & ZONING COMMISSION) - 5:30 PM: Feb 13 25

PUBLIC HEARING DATE (CITY COUNCIL) - 6:00 PM: March 4, 2025

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

PID: 611945 ALEMAN FRANCISCO I ETAL
2810 E NAVA RD
EDINBURG, TX 78542-2004

PID: 303318 ALVAREZ ENRIQUE JR & SUMMER REY
NAVARRETTE
1109 SOL CIR
SAN JUAN, TX 78589-3147

PID: 116468 ARCE MIGUEL A & MARIA ELENA
4117 W LOPEZ DR
EDINBURG, TX 78542-6598

PID: 303349 ESCAMILLA MARCO ANTONIO &
EMILIO CASMIR
PO BOX 1117
SAN JUAN, TX 78589-1117

PID: 303344 GARZA ARCELIA
3909 W LOPEZ DR
EDINBURG, TX 78542-2074

PID: 303335 GARZA SILVIA FELICITAS BOCANEGRA
4016 W LOPEZ DR
EDINBURG, TX 78542-2003

PID: 303336 GONZALEZ LUIS GERARDO GONZALEZ
C/O GONZALEZ ROSA
4012 W LOPEZ DR
EDINBURG, TX 78542-2003

PID: 199572 IBARRA MARTIN & MARIA D
2724 E NAVA RD
EDINBURG, TX 78542-7233

PID: 303346 LOPEZ RUPERTO
PO BOX 669
LA BLANCA, TX 78558-0669

PID: 116481 MARTINEZ ROSALINDA
4108 W LOPEZ DR
EDINBURG, TX 78542-5604

PID: 199575 ALEMAN SOCORRO B & ANTONIA
2715 E NAVA RD
EDINBURG, TX 78542-7163

PID: 303317 ALVAREZ ENRIQUE JR & SUMMER REY
NAVARRETTE
1109 SOL CIR
SAN JUAN, TX 78589-3147

PID: 303320 CASTRO JESUS & IRENE H
PO BOX 1962
EDINBURG, TX 78540-1962

PID: 303345 GARCIA ANTONIO & MARIA G
16710 GALLERY CT
HOUSTON, TX 77053-5032

PID: 303347 GARZA MARIA DEL JESUS
4005 W LOPEZ DR
EDINBURG, TX 78542-5788

PID: 116480 GONZALEZ EDUARDO
4108 W LOPEZ DR
EDINBURG, TX 78542-5604

PID: 303337 GONZALEZ MARTIN & OFELIA R
4008 W LOPEZ DR
EDINBURG, TX 78542-2003

PID: 116467 LERMA PEDRO
4113 W LOPEZ DR
EDINBURG, TX 78542-6598

PID: 303338 MARTINEZ JOSE & NANCY
4004 W LOPEZ DR
EDINBURG, TX 78542-2003

PID: 303316 MAYORGA JUAN GABRIEL
1328 CELINDA AVE
ALAMO, TX 78516-7278

OWNER NOTIFICATION LIST REPORT

PID: 525082 MORALEZ MARIA ESTHER

2716 E NAVA RD

EDINBURG, TX 78542-7233

PID: 303348 RAMIREZ EUTIQUEO & BERTHA

608 ROSE ST

SAN JUAN, TX 78589-4049

PID: 116482 RENTERIA JUAN

PO BOX 1310

SAN JUAN, TX 78589-1310

PID: 303334 RODRIGUEZ AMADO & DORIS P

4020 W LOPEZ DR

EDINBURG, TX 78542-2003

PID: 303350 SALINAS NEREYDA

4021 W LOPEZ DR

EDINBURG, TX 78542-5788

PID: 303319 SOLIS MARIA GUADALUPE

4009 E LOPEZ DR APT A

EDINBURG, TX 78542-7139

PID: 199573 VILLANUEVA GUADALUPE & ANA L

MARRERO JOSEFINA BERMEA

2902 E NAVA RD

EDINBURG, TX 78542-2028

PID: 199574 PEREZ JUAN A & JUANITA V

2912 E NAVA RD

EDINBURG, TX 78542-2028

PID: 303339 RAMOS ANTONIO

1103 E CHAMPION ST APT B

EDINBURG, TX 78539-4862

PID: 199571 REYNA RAMIRO JR & CYNTHIA A
GARZA

2026 E CANTON RD

EDINBURG, TX 78542-6760

PID: 116466 SALINAS ALVARO

4109 W LOPEZ DR

EDINBURG, TX 78542-6598

PID: 199576 SANCHEZ ARNOLDO C/O ISABEL
SANCHEZ

2709 E NAVA RD

EDINBURG, TX 78542-7163

PID: 116483 VASQUEZ BENITO JR

4113 E LOPEZ DR

EDINBURG, TX 78542-9173

ORDINANCE NO. _____

AN ORDINANCE AMENDING, SUPPLEMENTING, AND CHANGING THE BOUNDARIES OF AGRICULTURE AND OPEN SPACE (AO) DISTRICT TO RESIDENTIAL, PRIMARY (RP) DISTRICT, LOT 16, TIERRA DEL VALLE SUBDIVISION NO. 2, LOCATED AT 4015 WEST LOPEZ DRIVE, EDINBURG, HIDALGO COUNTY, TEXAS, FROM ONE DISTRICT TO ANOTHER; PROVIDING A REPEALER CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE; PROVIDING FOR CODIFICATION; PROVIDING A WAIVER OF THE THREE (3) SEPARATE READINGS; AND ORDAINING OTHER PROVISIONS RELATED TO THE SUBJECT MATTER HEREOF.

WHEREAS, the owner of the herein described real estate has submitted to the Planning and Zoning Commission of the City of Edinburg, Texas, a proposed amendment, and the proposed supplement and change to the boundaries of the Agriculture and Open Space (AO) District to Residential, Primary (RP) District, as set out in the Unified Development Code of the City of Edinburg, Texas, heretofore finally passed, approved, and adopted by said City Council on the 9th day of August, 2022. Such proposed amendment is to change the zoning of Lot 16, Tierra Del Valle Subdivision No. 2, Located at 4015 West Lopez Drive, Edinburg, Hidalgo County, Texas, from Agriculture and Open Space (AO) District to Residential, Primary (RP) District, for a recommendation and report by said Planning and Zoning Commission; and

WHEREAS, the said Planning and Zoning Commission of the City of Edinburg, Texas, gave due notice as provided by said Unified Development Code of a public hearing to be held before said Planning and Zoning Commission, on February 13, 2025, at 5:30 P.M., in the Edinburg City Hall, City Council Chambers, located at 415 West University Drive, Edinburg, Texas, and said public hearing was held at such time and place, and all of which procedure in the giving of notice and the holding of said public hearing is hereby ratified and confirmed as meeting all the requirements of said Unified Development Code of the City of Edinburg, Texas and applicable statutes, providing said notice by U. S. Mail to all property owners and persons rendering property for taxation within 300 feet of the property affected not less than ten (10) days before said public hearing; and

WHEREAS, after such public hearing, the Planning and Zoning Commission of the City of Edinburg, Texas, presented its report to the City Council of the City of Edinburg that they approved the change in zoning of said property, from one district to the other; and

WHEREAS, after receipt of the final report from the Planning and Zoning Commission, the City Council of said City provided due notice, as provided by said Unified Development Code to be held before said City Council, and notice was published one time in a newspaper published in the City of Edinburg, Texas, and of general circulation in said City, stating that a public hearing to consider said proposed revision would be held on March 4, 2025, at 6:00 P.M., in the Edinburg

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

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

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

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

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

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

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

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

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

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

READ, CONSIDERED, PASSED AND APPROVED at a regular meeting of the City Council of the City of Edinburg, Texas at which a quorum was present and which was held in accordance with V.T.C.A., Government Code, Section 551.041, on the 4th day of March, 2025.

CITY OF EDINBURG

By: _____
Ramiro Garza, Jr., Mayor

ATTEST:

By: _____
Clarice Y. Balderas, City Secretary

APPROVED AS TO FORM:

By: _____
Josephine Ramirez-Solis, City Attorney



CITY OF EDINBURG - CITY COUNCIL

Meeting Date: March 4, 2025

VARIANCE

Agenda Item No: 8.A.

Variance Request- McColl Walls Subdivision, Quintanilla Headley and Associates, Inc.

1. **Agenda Item:**

Consider Variance to the City of Edinburg Unified Development Code Article 4, Development Standards, 4.200, Landscaping and Buffering, McColl Wall Subdivision, a 5.00 Acre Tract of land Being the South 5.00 Acres of the North 10.00 Acres of the South 30.00 Acres of Lot 15 Section 237, Texas-Mexican Railway Company's Survey, Hidalgo County, Texas, According to the Plat or Map Thereof Recorded in Volume 1, Page 12, Map Records Hidalgo County, Texas and According to General Warranty Deed Recorded Under County Clerk's Document Number 3225359, Official Records, Hidalgo County Texas, Located at 1000 North McColl Road, as Requested by Quintanilla, Headley & Associates, Inc. [Jaime Acevedo, Director of Planning & Zoning]

2. **Description:**

The property is located on the East side of North McColl Rd and approximately 658 ft. North of West Schunior Street, and is within the City of Edinburg, City Limits. The development consists of a single commercial development lot consisting of 4.24 acres (184,624.82 square feet). Quintanilla Headley & Associates, Inc. on behalf of the developer, is requesting a variance to the City's Unified Development Code (UDC) for the aforementioned subdivision.

Variance Request: Article 4, Development Standards, 4.200, Landscaping and Buffering

Article 4, Section 4.200 states standard are intended to protect and preserve the appearance and character of the community, to promote the health and quality of life for the residents in the City of Edinburg. The property is currently zoned Commercial, General (CG) District. Surrounding zoning is Residential Mult-Family (RM) District to the north and west and, Residential, Suburban (RS), District to the south. A drainage ditch falls along the West side property line. According to the City of Edinburg Unified Development Code, Article 4, Table 4.204-2 a 6 foot high wall (masonry, brick, stone, or equivalent material) is required to be placed along the north and south property line of said development. A provision in the Unified Development Code allows for a wood fence if a lot is 200 feet or less in depth. The property currently holds a lot depth of 1,320 feet.

The engineer of record is proposing to install a masonry/stone fence for the first 100 feet of the development followed by a 6 foot wood fence for the remaining perimeter of the property.

Property owner to the north has submitted a letter of support to allow for a 6-foot cedar. Renderings of said fence have been provided for the Council's consideration.

On February 13, 2025, the Planning & Zoning Commission recommended with a unanimous vote of 5-0 to approve the Variance Request.

3. **Staff's Recommendation:**

Staff recommends denial of the variance request. Staff recommends the applicant comply with the requirements of the Unified Development Code.

Reviewed by:

Jaime Acevedo, Director of Planning and
Zoning

Jesus Saenz, Assistant City Manager

Approved - 2/28/2025

Final Approval -
2/28/2025

Prepared by:

Rita Guerrero, Assistant
Director of Planning and
Zoning

Attachments:

A. City Council Agenda Packet Attachments

Sec. 4.204, Bufferyards

- A. Bufferyard Classifications.** Bufferyards are classified as requiring a wall or fence only (Class A) or requiring a wall or fence and plantings (Class B). The width and composition of bufferyards shall be as set out in Table 4.204-1, *Bufferyard Classifications* and are in addition to required setbacks.

Table 4.204-1 Bufferyard Classifications				
Classification	Width	Large Trees	Small Trees	Berm or Opaque Wall or Fence
Class A	10 ft.	N/A	N/A	6-foot high wall (masonry, brick, stone, or equivalent material) or wood fence ¹
Class B	20 ft.	1 / 100 linear ft.	2 / 100 linear ft.	6-foot high wall (masonry, brick, stone, or equivalent material) or wood fence ¹

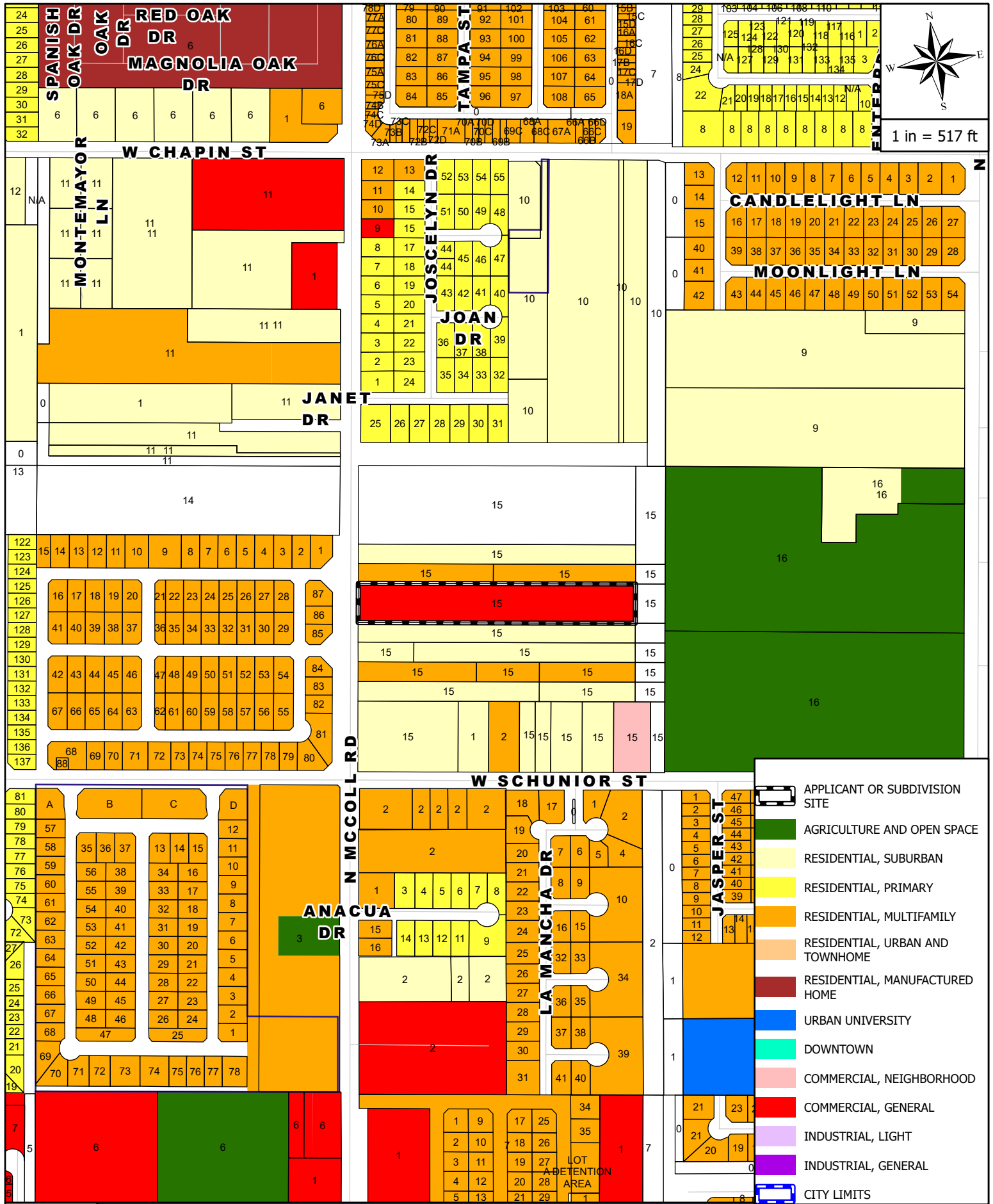
TABLE NOTES:

¹A lot that is 200 feet or less in depth may provide a wood fence. A lot that is greater than 200 feet in depth shall provide a wall.

B. District Bufferyard Standards.

- General.* Table 4.204-2, *District Boundary Bufferyard Standards*, sets out the classification of bufferyard that is required for nonresidential or multi-family uses between zoning districts that are not separated by a public street. The table is a matrix in which all districts are shown -- the columns being the zoning of the adjoining land; the rows being the zoning of the lot that is proposed for development. The grey cells are where both properties have the same zoning classification. A "-" means that no bufferyard is required.

Table 4.204-2 District Boundary Bufferyard Standards										
Zoning of Proposed Nonresidential or Multi-Family Development	Adjoining District									
	AO	RS	RP	RU	RM	UU	CN	CG	DT	IL / IG
Agriculture and Open Space (AO)	-	-	-	-	-	-	-	-	-	-
Residential, Suburban (RS)	-	-	-	-	-	-	-	-	-	-
Residential, Primary (RP)	-	A	-	-	-	-	-	-	-	-
Residential, Urban and Townhome (RU)	-	A	A	-	-	-	-	-	-	-
Residential, Multifamily (RM)	-	A	A	A	-	-	-	-	-	-
Urban University (UU)	-	A	A	A	A	-	-	-	-	-
Commercial Neighborhood (CN)	-	A	A	A	A	A	-	-	-	-
Commercial, General (CG)	-	B	B	B	B	B	B	-	-	-
Downtown (DT)	-	-	-	-	-	-	-	-	-	-
Industrial, Light (IL) / Industrial, General (IG)	B	B	B	B	B	B	B	B	B	-



ZONING MAP

APPLICANT AND/OR SUBDIVISION:

MCCOLL WALLS SUBDIVISION







August 26, 2024

To: **Jaime Acevedo**
Director of Planning and Zoning

RE: Agreement between Luis Garza and Monica Garza ("Neighbor") and Cubic Walls LLC ("Owner") for zoning change, in connection to a site of approximately 4.37 acres of land located at 1000 N McColl Rd.

Dear Jaime Acevedo

In reference to the proposed zoning change at the site legally described as TEX-MEX SURVEY N165'-S825'-W1193.28' LOT 15 SEC 237 4.52 AC GR 4.37 AC NET, as depicted in Exhibit A, I _____, the **Neighbor** adjacent to the north side of the property, want to express that I am in favor of the proposed development of a self-storage facility.

Contingent on the approval of the change of zoning and construction permit, the **Owner** has agreed to construct one wooden fence along the north side of the property, up the last residential house present as of the date of this letter.

Agreed and accepted on this 26 day, of August, 2024

Neighbor:

By: _____

By: _____

Owner:

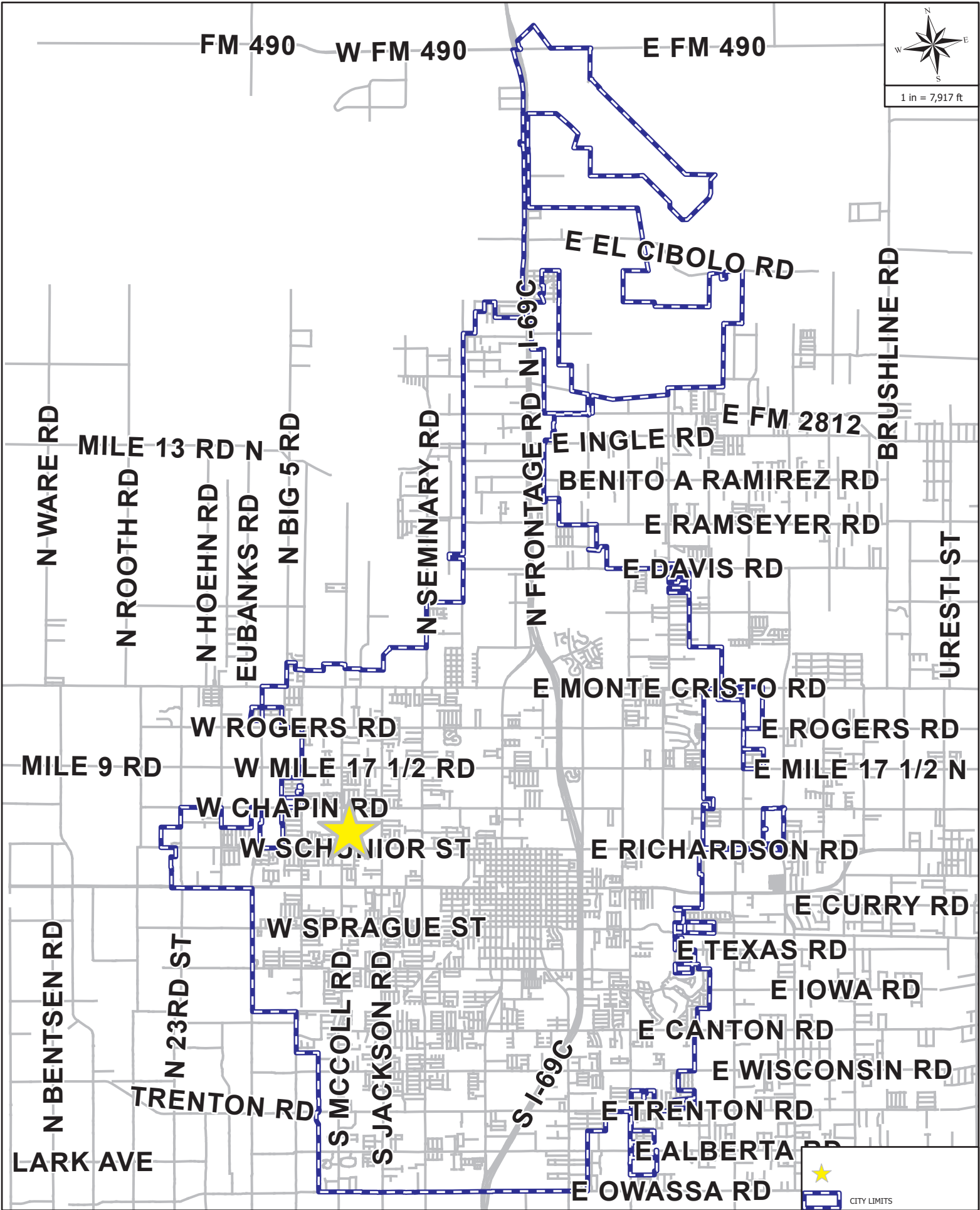
Cubic Walls, LLC

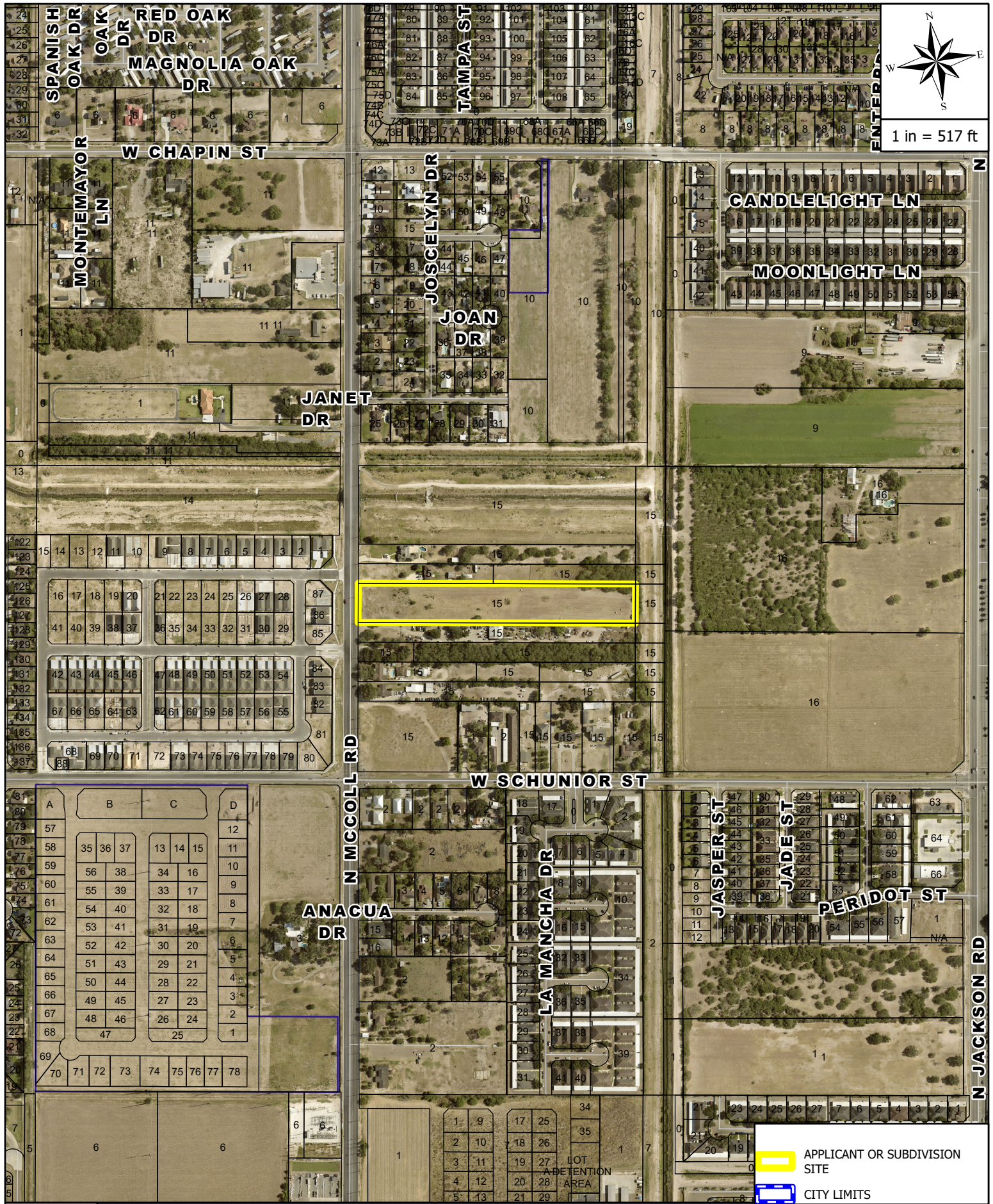
By: _____

Mauricio A. Paredes

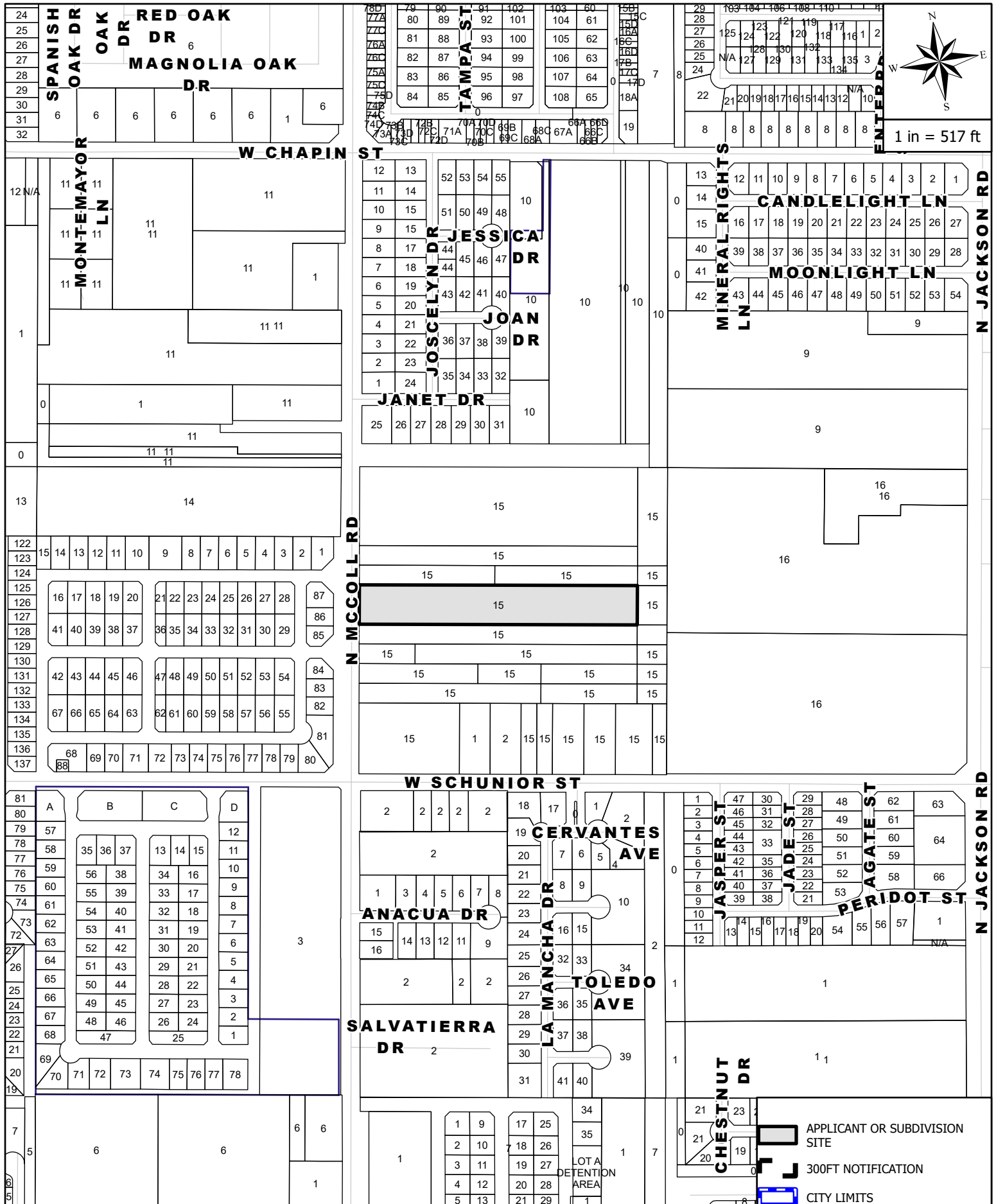
Exhibit A



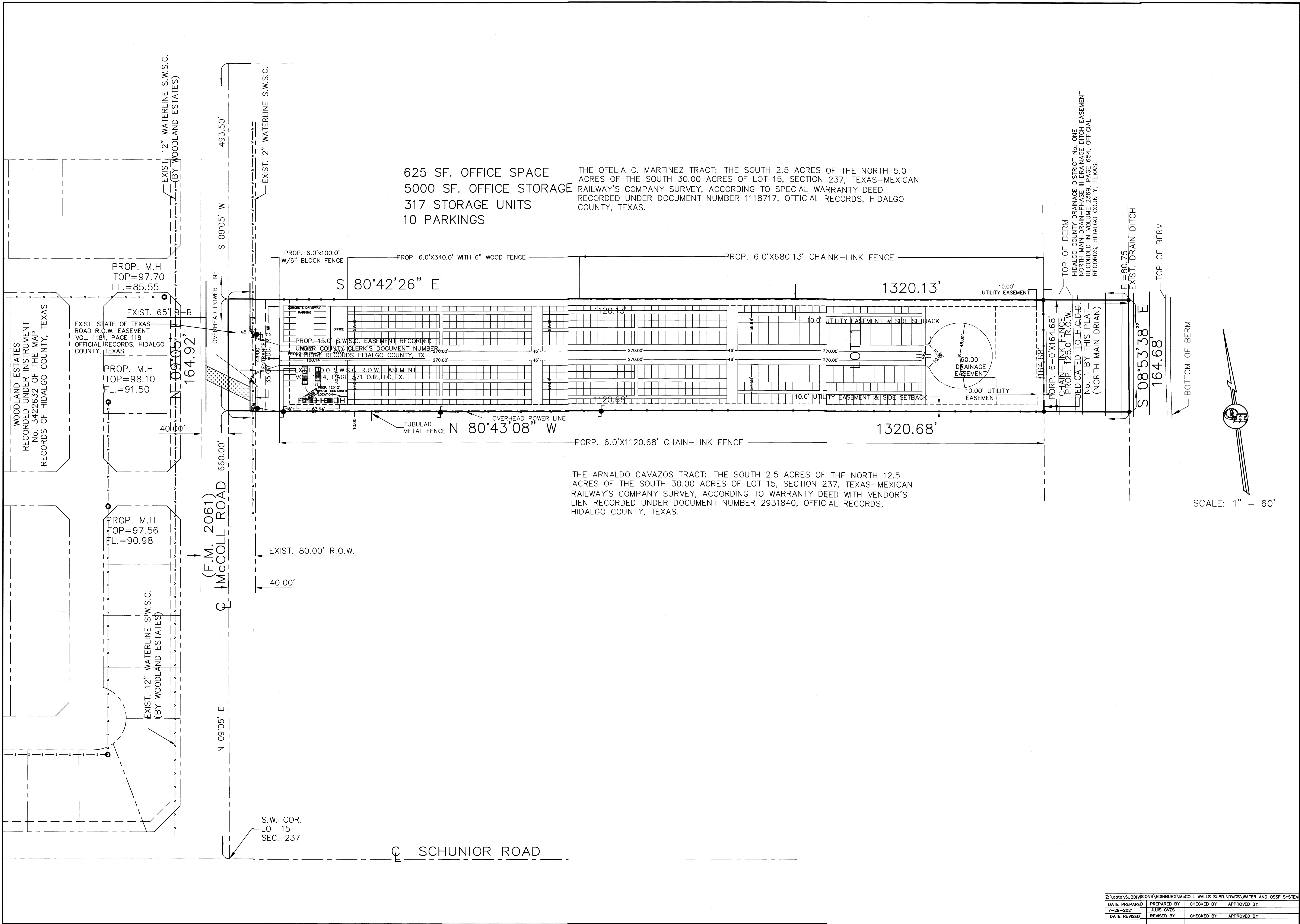




AERIAL MAP
APPLICANT AND/OR SUBDIVISION:
 MCCOLL WALLS SUBDIVISION



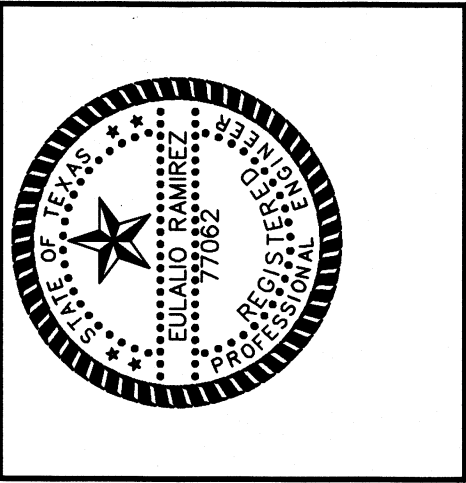
MAILOUT AND SITE MAP
APPLICANT AND/OR SUBDIVISION:
 MCCOLL WALLS SUBDIVISION



F:\data\SUBDIVISIONS\EDINBURG\MCCOLL WALLS SUB\DWGS\WATER AND GSS SYSTEM			
DATE PREPARED	PREPARED BY	CHECKED BY	APPROVED BY
7-29-2021	JULIUS CVZS		
DATE REVISED	REVISED BY	CHECKED BY	APPROVED BY

JOB NO.	07-29-2021
DATE	07-29-2021
REVISION	1"=20'
SCALE	JULIUS CVZS
DRAWN BY	
SHEET	

McCOLL WALLS SUBDIVISION SITE PLAN



QUINTANILLA, HEADLEY AND ASSOCIATES, INC.
CONSULTING ENGINEERS
LAND SURVEYORS
124 E. STUBBS ST.
EDINBURG, TEXAS 78539
PHONE 956-381-6480
FAX 956-381-0527
ALFONSO@QHA-ENG.COM
ENGINEERING REGISTRATION NUMBER F-1513
SURVEYING REGISTRATION NUMBER 100411-00

Planning & Zoning

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



Subdivision Variance Application

ENERGOV CASE #

Submittal Date: _____

Legal Description:

HCAD Property ID #: 295118

A 5.00 acre tract of land out of Lot 15, Section 237, Texas Mexican Railway Company Survey, Hidalgo County, Texas

Variance Requested (Identify section of Unified Development Code):

Sec 4.204 Bufferyards

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

Storage unit's side wall substitutes 6' fence wall

Cubic Walls, LLC

Property Owner (Print legibly or type)

1600 Industrial Street

Address

Hidalgo, Texas 78557

City, State, Zip

(956) 212-2211

Telephone

mauricio.paredes@trainser.com

Email address

Mauricio Paredes Digitally signed by Mauricio Paredes
Date: 2025.01.16 17:19:57 -06'00'

Signature

Quintanilla, Headley & Associates, Inc

Applicant / Agent (Print legibly or type)

124 E. Stubbs

Address

Edinburg, Texas 78539

City, State, Zip

(956) 381-6480

Telephone

alfonsoq@qha-eng.com

Email address

Signature

Receipt #

(\$450 Application Fee): _____

Received By: _____



CITY OF EDINBURG - CITY COUNCIL

Meeting Date: March 4, 2025

ORDINANCES

Agenda Item No: 9.A.

Special Use Permit - South Texas Health Systems “3rd Annual Eddy’s Safari Run 5K and 2K”

1. Agenda Item:

Consider Ordinance Providing for a Temporary Special Use Permit for the “3rd Annual Eddy’s Safari Run 5K and 2K” to be Held on Saturday, March 8, 2025, Located at 1102 West Trenton Road, as Requested by Kassandra Rodriguez Representative of South Texas Health Systems-Children’s Hospital. [Jaime Acevedo, Director of Planning and Zoning]

2. Description:

The applicant is requesting a Temporary Special Use Permit for the “3rd Annual Eddy’s Safari Run 5K and 2K” to be held on Saturday, March 8, 2025, Located at 1102 West Trenton Road or more commonly known as Children’s Hospital of Edinburg. The event will start at 6:00 a.m. and end at approximately 12:00 noon. This request is being coordinated with several City departments including Fire, Parks and Recreation, Police, Public Works, and Solid Waste Department.

3. Staff’s Recommendation:

Staff recommends approval of the Temporary Special Use Permit for the “3rd Annual Eddy’s Safari Run 5K and 2K” to be held on Saturday, March 8, 2025.

Reviewed by:

Jaime Acevedo, Director of Planning and Zoning

Jesus Saenz, Assistant City Manager

Approved - 2/28/2025

Final Approval -
2/28/2025

Prepared by:

Rita Guerrero, Assistant
Director of Planning and
Zoning

Attachments:

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

MEETING DATES:
CITY COUNCIL – 03/04/2025
DATE PREPARED – 02/20/2025

STAFF REPORT
GENERAL INFORMATION

<u>APPLICATION:</u>	Temporary Special Use Permit for the “3 rd Annual Eddy’s Safari Run 5K and 2K”
<u>APPLICANT:</u>	Kassandra Rodriguez
<u>AGENT:</u>	N/A
<u>LEGAL:</u>	
<u>LOCATION:</u>	1102 West Trenton Road
<u>LOT/TRACT SIZE:</u>	N/A
<u>CURRENT USE OF PROPERTY:</u>	Hospital
<u>PROPOSED USE OF PROPERTY:</u>	5K and 2K
<u>EXISTING LAND USE/ ADJACENT ZONING:</u>	North – Agriculture and Open Space (AO) District South – Commercial General (CG) District East - Agriculture and Open Space (AO) District West – Commercial General (CG) District
<u>LAND USE PLAN DESIGNATION:</u>	Hospital
<u>ACCESS AND CIRCULATION:</u>	This property has access from Trenton and Sugar Road.
<u>PUBLIC SERVICES:</u>	Public utilities serve the site.
<u>RECOMMENDATION:</u>	Staff recommends approval of the Temporary Special Use Permit for the “3 rd Annual Eddy’s Safari Run 5K and 2K”. A comprehensive evaluation is on the following pages.

SPECIAL USE PERMIT
“3rd ANNUAL EDDY’S SAFARI RUN 5K AND 2K”

EVALUATION AND CONDITIONS FOR APPROVAL

The following is the staff’s evaluation and conditions for approval of this application. “3rd Annual Eddy’s Safari Run 5K and 2K” consist of a 5K and 2K.

1. **Duration:** The proposed days and hours requested by the applicant are as follows:
Saturday, March 8, 2025– 6:00 a.m. to 12:00 noon. The event must meet the days and hours of operation and must meet Section 130.22 Curfew Hours of the Code of Ordinances
2. **Access Control:** The main access for this event will be from West Trenton Road.
3. **Security Services:** Security services are provided by city police officers until the time of closing of the operation.
4. **Sanitation:** The applicant must provide roll-off containers from the Solid Waste Department for this event.
5. **Electric and Lighting:** Outdoor events will be provided with electrical generators if necessary.
6. **Site Restoration:** The applicant will maintain and clear the property.
7. **Liability Insurance:** The City is provided with and is included as an added insured in the liability insurance carried by the applicant.
8. **Indemnity:** The City is indemnified by the applicant of all liability in accordance with the provisions set out in a Hold Harmless Agreement between the applicant and the City.
9. **Health Permit:** A temporary health permit for food vendors must be obtained through the Code Enforcement Division.

Planning & Zoning

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



THE CITY OF
Edinburg

Special Use Permit Application: Events (Temporary Use Permit)

Date: _____

ENERGOV CASE #: _____

1. Type of Event: 5k/2k Run/Walk

2. Name of Event: Eddie's Safari Run Phone: 956-388-2033

3. Fundraising Event? ☐ YES ☒ NO Does Event Sponsor have IRS 501(c)(3) status? ☐ YES ☐ NO

If fundraiser, please state use of proceeds: N/A

4. Contact Name: Kassandra Rodriguez

5. Mailing Address: 4302 S. Sugar Rd. Ste. 213 Edinburg, TX 78539

6. Email: Kassandra.Rodriguez@uhsrgv.com

7. Address/Location of Event: 1102 W. Trenton Rd. Edinburg, TX 78539

8. Legal Description of Property: _____

9. Present Land Use _____ Zoning District: _____

10. Days & Hours of Event: Saturday, March 8, 2024 7:00 AM - 11:00 AM

Kassandra Rodriguez

Name (Please type or print)

Kndy

Signature

AMOUNT PAID \$ _____

RECEIPT NUMBER _____

Items Needed:

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

Fee: \$200

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

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



January 13, 2025

To Whom It May Concern,

South Texas Health System Children's is preparing to spread smiles across the region. The countdown has begun for our second annual Eddie's Safari Run, and we're excited to raise awareness in our community by promoting a healthy and family fun event.

The event is scheduled for Saturday, March 8, 2025, from 7:30 to 11:00 a.m. and will be held inside the main parking lot of our South Texas Health System Children's hospital, located at 1102 W. Trenton Rd. Edinburg, TX 78539.

This event would not be a success without the help of our community partners like you. We would appreciate your support and kindly ask for your assistance with the following City of Edinburg department services:

- Police to assist with traffic and safety awareness.
- Fire department to bring out the fire truck with the large flag.
- Traffic department to assist with shoulder lane cones.
- Participation from any city department interesting in attending to share educational/resources to the participants by signing up for a vendor spot.

Should you have any questions, please do not hesitate to contact me or System Director of Public Relations and Marketing, Tom Castaneda via email at Tom.Castaneda@uhsrgv.com or by calling (956) 388-2020.

*Enclosed you will find the official event flyer for your reference.

Respectfully,
Kassandra Rodriguez
Event Planner
South Texas Health System
Kassandra.Rodriguez@uhsrgv.com
(956) 388-2033



TAKE A WALK (OR RUN) On the Wild Side!

South Texas Health System® Children's invites you to take part in our 3rd Annual Eddie's Safari Run on Saturday, March 8, 2025!

Gear up for a special adventure and demonstrate your physical fitness by participating in a safari run fit for all ages!

REGISTER ONLINE AT STHSActive.com

REGISTRATION:

- Early registration ends February 6
- Registration deadline: March 5 at noon
- Registration is limited, so register early; online registration only

T-shirt not guaranteed with late registration.

FEES:

- 2K: \$15 early / \$20 late
- 5K: \$25 early / \$30 late

All proceeds to benefit South Texas Juvenile Diabetes Association.

AWARD CATEGORIES:

1st, 2nd, 3rd place will be recognized in each age division (Male & Female).

Adults: 13-14, 15-16, 17-19, 20-29, 30-39, 40-49, 50-59, 60 and up

Kids: 5-7, 8-9, 10-12

PACKET PICK UP:

Friday, March 7th from 12 pm - 5 pm

STHS Children's Main Lobby, 1102 W. Trenton Rd. Edinburg, TX 78539

Packet pick up will also be available for late check-in on Saturday, March 8 from 6:30 a.m. to 7:30 a.m. in STHS Children's Main Parking Lot located at 1102 W. Trenton Rd. Edinburg, TX 78539.

5K starts at 7:30 a.m.

2K starts at 8 a.m.

MAIN PARKING LOT

South Texas Health System Children's

1102 W. Trenton Rd.

Edinburg, TX 78539

CONTACT INFO:

Call STHS Marketing Department:

965-388-2033 or email

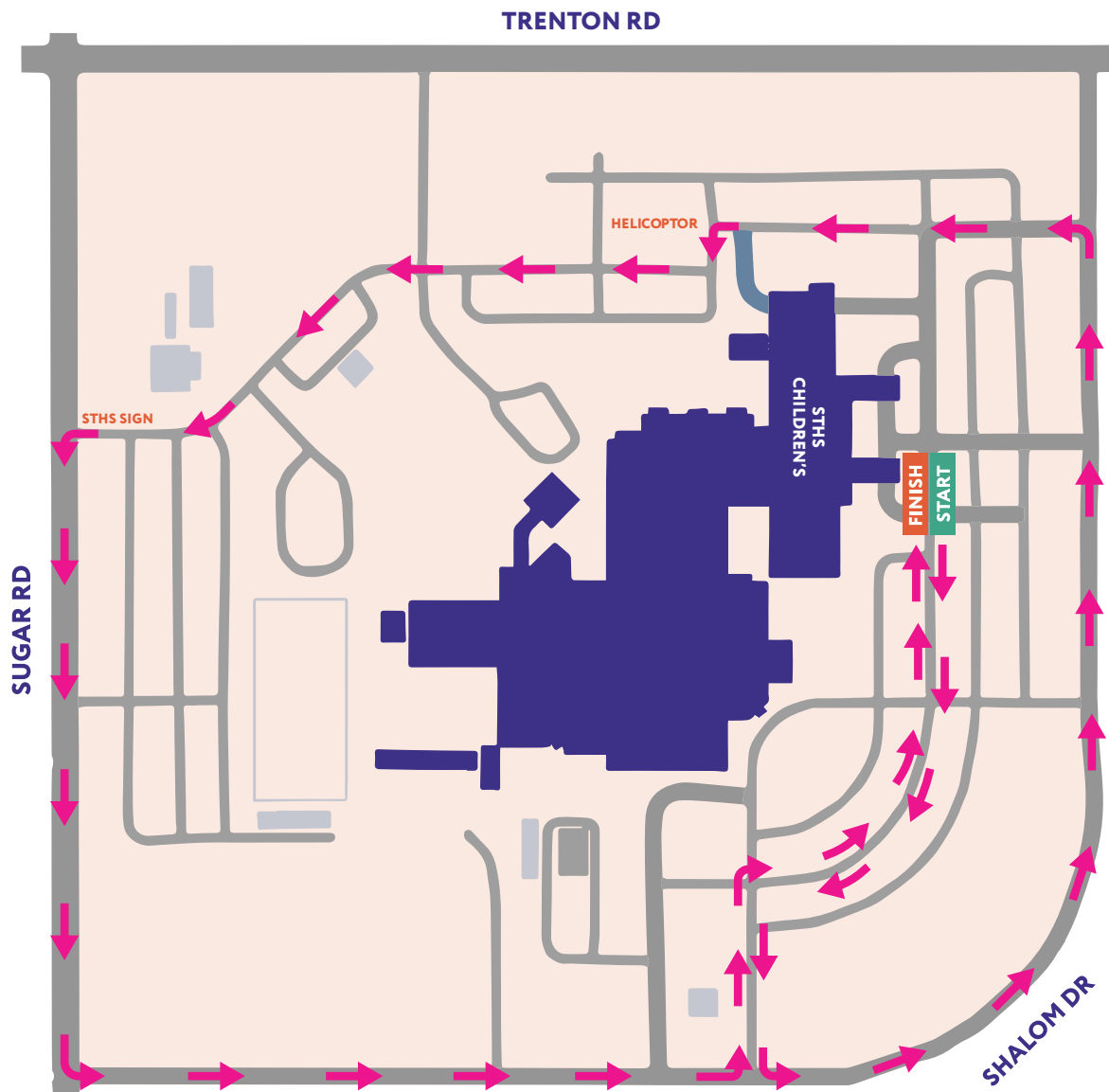
STHSMarketing@uhsinc.com.



southtexashealthsystemchildrens.com

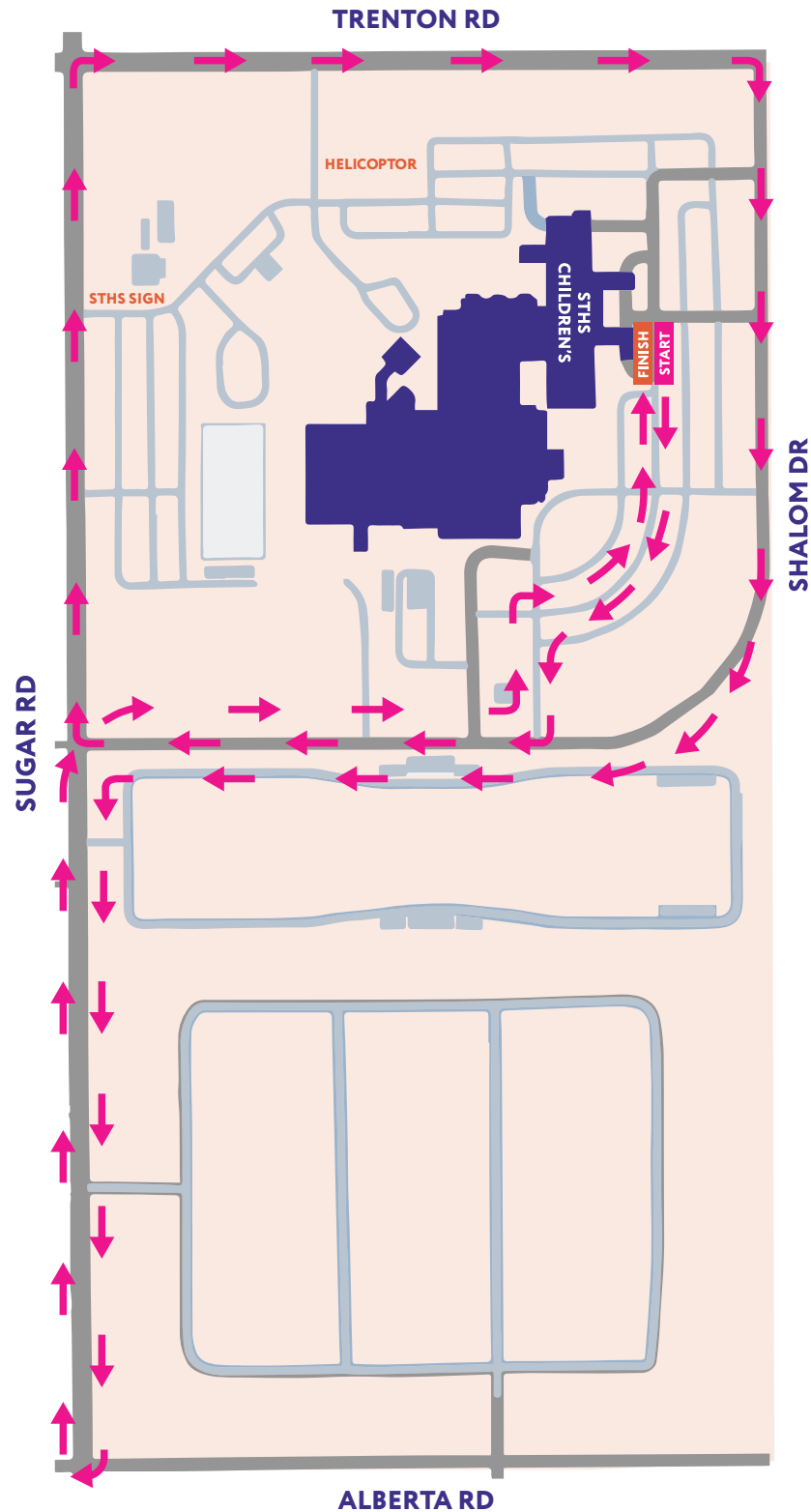
EDDIE'S SAFARI RUN

2k MAP



EDDIE'S SAFARI RUN

5k MAP



STATE OF TEXAS

§

HOLD HARMLESS AGREEMENT

COUNTY OF HIDALGO

§

CITY OF EDINBURG

This agreement is entered into this 4th day of March, 2025, by and between CITY OF EDINBURG, Hidalgo County, Texas, hereinafter called City, and Cassandra Rodriguez on behalf of South Texas Health Systems, Edinburg, Hidalgo County, Texas, hereinafter called Indemnitor.

WITNESSETH:

I.

INDEMNITY

Kassandra Rodriguez, on behalf of South Texas Health Systems, shall indemnify, hold harmless and defend City, its agents and employees, from and against any and all claims, demands, actions, suits or proceedings for damages resulting from the temporary special use permit granted on March 4, 2025, for the “3rd Annual Eddy’s Safari Run 5K and 2K” to be held Saturday, March 8, 2025, at South Texas Health System Children’s Hospital, located at 1102 West Trenton Road, Edinburg, Hidalgo County, Texas. Kassandra Rodriguez on behalf of South Texas Health Systems shall indemnify, hold harmless and defend City, from liability or costs, including court costs and attorney’s fees resulting from any and all claims, demands, suits, actions or proceedings of any kind or nature, in any way resulting from or arising out of the granting of a temporary special use permit on March 4, 2025, for the “3rd Annual Eddy’s Safari Run 5K and 2K” to be held Saturday, March 8, 2025, located at 1102 West Trenton Road, Edinburg, Hidalgo County, Texas.

EXECUTED this the 4th day of March, 2025.

CITY OF EDINBURG

BY: _____

:

Myra L. Ayala, City Manager

APPROVED AS TO FORM

“3rd Annual Eddy’s Safari Run 5K and 2K”

By: _____
Josephine Ramirez-Solis, City Attorney

BY: _____
Kassandra Rodriguez

ORDINANCE NO. _____

AN ORDINANCE GRANTING A TEMPORARY SPECIAL USE PERMIT FOR A SPECIAL EVENT FOR THE “3rd ANNUAL EDDY’S SAFARI RUN 5K AND 2K” SATURDAY, MARCH 8, 2025, LOCATED AT 1102 WEST TRENTON, AS KNOWN AS THE SOUTH TEXAS HEALTH SYSTEMS CHILDREN’S HOSPITAL AS PROVIDED IN ARTICLE 2.205 OF THE CITY OF EDINBURG UNIFIED DEVELOPMENT CODE, PROVIDING A REPEALER CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE; PROVIDING FOR CODIFICATION; PROVIDING A WAIVER OF THE THREE (3) SEPARATE READINGS; AND ORDAINING OTHER PROVISIONS RELATED TO THE SUBJECT MATTER HEREOF.

WHEREAS, Kassandra Rodriguez, on behalf of South Texas Health Systems – Children’s Hospital has applied for a temporary special use permit and waiver of fees under Article 2. 205 of the Unified Development Code of the City of Edinburg, Texas for the “3rd Annual Eddy’s Safari Run 5K and 2K” to be held on Saturday, March 8, 2025; and

WHEREAS, this type of activity is prohibited by said Zoning Ordinance unless a temporary special use permit is granted; and

WHEREAS, the City Council of the City of Edinburg may by an affirmative two-thirds’ (2/3) vote grant by a temporary special use permit the location of this type of activity in any zoning district, but not within three hundred (300) feet of any Residential District;

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

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

SECTION II. That a temporary special use permit under Article 2.205 of the Unified Development Code of the City of Edinburg, Texas, be granted to South Texas Health Systems – Children’s Hospital for the “3rd Annual Eddy’s Safari Run 5K and 2K” Saturday, March 8, 2025, Located at 1102 West Trenton Road, Edinburg, with the following conditions:

1. **Duration:** The proposed days and hours requested by the applicant are as follows: Saturday, March 8, 2025– 6:00 a.m. to 12:00 noon. The event must meet the days and hours of operation and must meet Section 130.22 Curfew Hours of the Code of Ordinances
2. **Access Control:** The main access for this event will be from West Trenton Road.
3. **Security Services:** Security services are provided by city police officers until the time of closing of the operation.

4. **Sanitation:** The applicant must provide roll-off containers from the Solid Waste Department for this event.
5. **Electric and Lighting:** Outdoor events will be provided with electrical generators if necessary.
6. **Site Restoration:** The applicant will maintain and clear the property.
7. **Liability Insurance:** The City is provided with and is included as an added insured in the liability insurance carried by the applicant.
8. **Indemnity:** The City is indemnified by the applicant of all liability in accordance with the provisions set out in a Hold Harmless Agreement between the applicant and the City.
9. **Health Permit:** A temporary health permit for food vendors must be obtained through the Code Enforcement Division.

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

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

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

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

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

READ, CONSIDERED, PASSED AND APPROVED on this first reading 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 4th day of March, 2025.

CITY OF EDINBURG

By: _____
Ramiro Garza, Jr., Mayor

ATTEST:

By: _____
Clarice Y. Balderas, City Secretary

APPROVED AS TO FORM:

By: _____
Josephine Ramirez-Solis, City Attorney



CITY OF EDINBURG - CITY COUNCIL

Meeting Date: March 4, 2025

AWARDING OF BIDS

Agenda Item No: 10.A.

Awarding of Maintenance Services for City Wide Generators

1. Agenda Item:

Consider Awarding Bid No. 2025-05, Bi-Annual Maintenance Services Agreement for City Wide Generators, to Waukesha – Pearce Industries, L.L.C. of Edinburg, Texas for their Unit Prices as Listed in the Total Bid Amount of \$80,382.93 and Authorize the City Manager to Enter Into an Agreement Relating Thereto. [Vincent Romero, Public Works Director]

2. Description:

This Service Contract is to provide two (2) preventive service maintenance and inspection with one (1) two-hour load bank test twice a year for 46 generators for utilization among various departments throughout the City.

The agreement shall be for a period of one (1) year to be completed during the course of the City's fiscal years 2024-2025 through 2025-2026 with the contract terminating one year from the date of award of bid. The City reserves the right to extend the contract for (2) Two additional years in one-year increments if the unit prices remain firm and the performance is satisfactory.

On Tuesday, December 17, 2024, bids for Bid No. 2025-05, the Bi-Annual Maintenance Service Agreement for City-Wide Generators, were opened. A total of four (4) bids were received and reviewed. After evaluation and tabulation, it was determined that three (3) bidders met all specifications, with Waukesha Pearce Industries, LLC emerging as the lowest responsible bidder at \$80,382.93. The selection process considered the bidder's service quality, responsiveness, and past performance. The City of Edinburg has previously conducted business with Waukesha Pearce Industries, L.L.C. and has verified that no outstanding payments are owed to the City by the company.

Vendors	Amount
1. Waukesha-Pearce Industries, L.L.C	\$80,382.93
2. Cummins	\$89,401.00
3. Divine Power Group	\$140,164.00

Funding in the amount of \$80,382.93 is budgeted through the FY 2024-2025 General Fund, Solid Waste Management Fund and Utilities Fund Operating Budgets. Waukesha – Pearce Industries, L.L.C. has been servicing the City Maintenance Agreement for the past year with satisfactory reviews and no outstanding debts.

3. Staff's Recommendation:

Approve Awarding Bid No. 2025-05, Bi-Annual Maintenance Services Agreement for City Wide Generators, to Waukesha – Pearce Industries, L.L.C. of Edinburg, Texas for their Unit Prices as Listed in the Total Bid Amount of \$80,382.93 and Authorize the City Manager to Enter Into an Agreement Relating Thereto.

Reviewed by:

Vincent Romero, Director of Public Works

Tomas Reyna, Assistant City Manager

Approved - 2/28/2025

Final Approval - 2/28/2025

Prepared by:

Vincent Romero, Director of

Public Works

Attachments:

- A. Bi-Annual Maintenance Service for City Wide Generators- City Council (1)
- B. Notice to Bidders Bi-Annual_Maintenance_Services_Agreement_for_City-Wide_Generators
- C. Bidders List- Generator
- D. Waukesha Pearce Industries Bid Form
- E. Cummins Bid Form
- F. Divine Power Group Bid Form
- G. Contract Service Agreement - Generator Maintenance



Bid 2025-5 - Bi-Annual Maintenance Services Agreement for City Wide Generators
Opening Date: Dec. 17, 2024 at 3:00 p.m.

Vendors:				Cummins	Divine Power Group	Waukesha Pearce Industries
Line Item	Description	Quantity	UOM	Unit Cost	Unit Cost	Unit Cost
PW1	Public Works - Generac, 80KW, Model#6996150100 Serial No. 2090344	1	Each	\$1,550.00	\$2,150.00	\$1,171.01
PW2	Public works - Kohler, 25KW, Model #20REO2JC, Serial No. 2270866	1	Each	\$997.00	\$2,150.00	\$988.48
CH1	City Hall - Generac 400KW, Model #9867950200, Serial No. 2098589	1	Each	\$2,150.00	\$3,300.00	\$1,915.54
CH2	City Hall - Generac, 400KW, Model #9867950200, Serial No. 2098590	1	Each	\$2,150.00	\$3,298.00	\$1,915.54
AP1	Airport #1 - Caterpillar, 50KW, Model #D50-2LC, Serial No. CAT00C44JMT00400	1	Each	\$1,450.00	\$2,150.00	\$1,151.35
AP2	Airport #2 - Caterpillar, 60KW, Model #560-4LC, Serial No. CAT00C44TL4T00114	1	Each	\$1,450.00	\$2,150.00	\$1,268.89
AP3	Airport #3 - Cummins, 25KW, Model #DSKAB-1401443, Serial No. C140650144	1	Each	\$1,347.00	\$2,150.00	\$1,197.27
AP4	Airport #4 - Generac, 250KW, Model #SD250, Serial No. 3002310240	1	Each	\$1,800.00	\$3,125.00	\$1,642.12
AP5	Airport #5 -Generac, 80KW, Model #SD80, Serial No. 3007393591	1	Each	\$1,550.00	\$2,150.00	\$1,227.98
AP6	Airport #6 - Kohler, 300KW, Model # 300REOZJ, Serial No. 33CYGMMDD0003	1	Each	\$2,000.00	\$3,300.00	\$1,721.60
FS1	Fire Station #1, Onan, 200KW, Model #200.0DFP17RZ15953L, Serial No. E820622078	1	Each	\$1,800.00	\$3,125.00	\$1,836.82
FS2	Fire Station #2 - Caterpillar, 40KW, Model #D40-4, Serial No. CAT00C44HNCDD00718	1	Each	\$1,450.00	\$2,150.00	\$1,076.68
FS3	Fire Station #3 - Caterpillar, 80KW, Model #D80-4, Serial No. CAT00C44HNCE00706	1	Each	\$1,550.00	\$2,149.00	\$1,134.89
FS4	Fire Station #4 - Generac, 130KW, Model #5501200100, Serial No. 2084011	1	Each	\$1,650.00	\$2,400.00	\$1,294.87
FS5	Fire Station #5 -Kohler, 230KW, Model #230REOZJE, Serial No. GM66100-GA4	1	Each	\$1,800.00	\$3,123.00	\$1,425.33
LF1	Landfill - Generac - 500KW, Model #GTS Series, Serial No. 2108838	1	Each	\$2,280.00	\$4,000.00	\$1,574.20
LF2	Landfill - Generac - 400KW, Model #SD400, Serial No. 3011980918	1	Each	\$2,150.00	\$3,300.00	\$1,748.60
LIB	Library - Generac - 400KW, Model #2206D-E13TAG3, Serial No. 9743011	1	Each	\$2,150.00	\$3,299.00	\$1,830.87
PD1	PD #1 - Detroit Diesel, 812KW, Model #800DS4, Serial No. 2010431	1	Each	\$2,900.00	\$5,123.00	\$3,098.45
PD2	PD #2 - Kohler - 31KW, Model #30REOZK (CP1), Serial No. SGM32L54L	1	Each	\$1,450.00	\$2,150.00	\$916.04
WWP1	Utilities Waste Water Plant, 2 Basin (Blowers), Cummins, 400KW, Model #DFEH-7345835, Serial No. F110224554	1	Each	\$2,150.00	\$3,300.00	\$1,994.05
WWP2	Utilities Waste Water Plant 3&4, Cummins, 350KW, Model #DFEG-1212937, Serial No. 11203944891	1	Each	\$3,150.00	\$3,299.00	\$1,891.85
WWP3	Utilities Waste Water Plant, 5 Orbal Clarifiers, Cummins, 600KW, Model #DQCA-2055899, Serial No. J20083400	1	Each	\$2,600.00	\$5,125.00	\$2,889.03
WWP4	Utilities Waste Water Plant, 5 Orbal Effluent Pumps, Caterpillar, 750KW, Model #3412, Serial No. 2WJO1601	1	Each	\$2,800.00	\$5,125.00	\$2,684.42
WWP5	Utilities Waste Water Plant, Headworks, Inf Pumps, Barscreen, Grit Pumps, Cummins, 800KW, Model #DQFAB3110033, Serial No. C100104648	1	Each	\$2,900.00	\$5,125.00	\$3,395.25
WWP6	Utilities Waste Water, Carousel Plant, 1000KW, Model #DQFAD-10258879, Serial No. 1120393799	1	Each	\$3,500.00	\$5,124.00	\$4,503.45
WWP7	Utilities Waste Water, Lift Station 42, Aksa, 180KW, Model #DCA-70SSIU, Serial No. ROO68428	1	Each	\$1,800.00	\$3,300.00	\$1,387.45
WWP8	Utilities Waste Water, Portable Generator, Small Whisper Watt Portable, 56KW, Model #DB-08312, Serial No. 7350772	1	Each	\$1,450.00	\$2,150.00	\$997.75
WWP9	Utilities Waste Water, Portable Generator, Big Whisper Watt Portable, 120KW, Model #DCA-150SSJU4F, Serial No. 7601163	1	Each	\$1,550.00	\$2,400.00	\$1,267.25
WWP10	Utilities Waste Water Portable Generator New Mobile Generator, Caterpillar, 100KW, Model #XQ125, Serial No. CATXQ125HCK500948	1	Each	\$1,550.00	\$2,400.00	\$1,401.33
WWP11	Utilities Waste Water Portable Generator, Caterpillar, 100KW, Model #XQ125, Serial No. CATXQ125ECK500949	1	Each	\$1,550.00	\$2,400.00	\$1,401.33
WWP12	Utilities Waste Water Portable Generator New Engine Light Tower LT1, Generac, 20KW, Model #MLT4200IVF4, Serial No. 3011257793	1	Each	\$1,347.00	\$2,150.00	\$1,032.22
WWP13	Utilities Waste Water Portable Generator New Mobile Generator GEN1, Generac, 120/140KW, Model #MDG175, Serial No. 3011262396	1	Each	\$1,650.00	\$2,400.00	\$1,274.49
WWP14	Utilities Waste Water Portable Generator New Mobile Generator GEN2, Generac, 120/140KW, Model #MDG175, Serial No. 3011262398	1	Each	\$1,650.00	\$2,400.00	\$1,274.49
WWP15	Utilities Waste Water Portable Generator New Mobile Generator GEN3, Generac, 120/140KW, Model #MDG175, Serial No. 3011262393	1	Each	\$1,650.00	\$2,400.00	\$1,274.49
WWP16	Utilities Waste Water Portable Generator New Mobil Generator GEN4, Generac, 120/140KW, Model #MDG175, Serial No. 301162394	1	Each	\$1,650.00	\$2,400.00	\$1,274.49
WWP17	Utilities Waste Water Portable Generator New Mobile Generator GEN5, Generac, 120/140KW, Model #MDG175, Serial No. 3011262392	1	Each	\$1,650.00	\$2,400.00	\$1,274.49
WWP18	Utilities Waste Water Portable Generator New Mobile Generator GEN6, Generac, 120/140KW, Model #MDG175, Serial No. 3011262399	1	Each	\$1,650.00	\$2,400.00	\$1,274.49
WWP19	Utilities Waste Water Portable Generator New Mobile Generator GEN7, Generac, 120/140KW, Model #MDG175, Serial No. 3011262397	1	Each	\$1,650.00	\$2,400.00	\$1,274.49
WWP20	Utilities Waste Water Portable Generator New Mobile Generator GEN8, Generac, 120/140KW, Model #MDG175, Serial No. 3011262395	1	Each	\$1,650.00	\$2,400.00	\$1,274.49
WP1	Utilities Water Plant, West Booster Station, Caterpillar, 500KW, Model #SR4B, Serial No. 81Z229922	1	Each	\$2,280.00	\$4,000.00	\$2,672.15
WP2	Utilities Water Plant, West Tower, Generac, 300KW, Model #SD300, Serial No. 3001877797	1	Each	\$2,000.00	\$3,300.00	\$1,721.68
WP3	Utilities Water Plant, North Booster Station, Kohler, 410KW, Model #400REOZJB, Serial No. SGM32B9Z3	1	Each	\$2,150.00	\$3,300.00	\$2,198.95
WP4	Utilities Water Plant, DTP High Service Pump, Generac, 200KW, Model #3709180100, Serial No. 2075446	1	Each	\$1,800.00	\$3,300.00	\$1,914.05
WP5	Utilities Water Plant, WTP, Kohler, 1220KW, Model #1250REOZMB, Serial No. 2195395	1	Each	\$3,850.00	\$5,125.00	\$4,582.52
WP6	Utilities Water Plant, DTP, Cummins, 400KW, Model #DFEH-7345835, Serial No. F110224553	1	Each	\$2,150.00	\$3,299.00	\$2,115.75
24-Hour Emergency Service	24-Hour Emergency Service Hourly Labor Rate charge	1	Each	\$258.00	\$247.50	\$198.00

REQUEST FOR BIDS
2025-5
BI-ANNUAL MAINTENANCE SERVICES AGREEMENT FOR CITY-
WIDE GENERATORS

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



RELEASE DATE: November 27, 2024

DEADLINE FOR QUESTIONS: December 9, 2024

RESPONSE DEADLINE: December 17, 2024, 3:00 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

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

City of Edinburg
REQUEST FOR BIDS

Bi-Annual Maintenance Services Agreement for City-Wide Generators

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

Attachments:

A - Sample CONTRACT_AGREEMENT_-_Generator_Maintenance_

B - Rules for Electronic Bidding

C - City Wide Generator 2025 (1)

1. Introduction

1.1. Summary

The City of Edinburg is soliciting sealed bids for the Bi-Annual Preventive Maintenance Services agreement for City-Wide generators as per the specifications listed below.

1.2. Background

Preventive Maintenance Service for Generators City-Wide.

The City owns and operates Forty-Six (46) Generators at Seventeen (17) different locations throughout the city.

1.3. Contact Information

Vincent Romero

Director of Public Works

1201 N. Doolittle

Edinburg, TX 78539

Email: vromero@cityofedinburg.com

Phone: [\(956\) 388-8210](tel:(956)388-8210)

Department:

Public Works

Department Head:

Vincent Romero

Public Works Director

1.4. Timeline

Release Project Date	November 27, 2024
Pre-Proposal Meeting (Non-Mandatory)	December 5, 2024, 10:00am Join Zoom Meeting https://cityofedinburg.zoom.us/j/87586379063?pwd=aYpY1VCqy5Xn4Tu8lWJRtjLLr7lOs0.1 Meeting ID: 875 8637 9063 Passcode: 196313
Question Submission Deadline	December 9, 2024, 3:00pm

Proposal Submission Deadline	December 17, 2024, 3:00pm
-------------------------------------	---------------------------

2. Legal Notice

2.1. Notice to Bidders

The City of Edinburg is soliciting sealed bids from qualified vendors for the Bi-Annual Maintenance Services Agreement for City-Wide Generators.

Sealed Bids should be submitted electronically or received by the City Secretary's Office no later than:
3:00 pm, Tuesday, December 17, 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, December 17, 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. 2025-5" 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 3:00 pm Monday, December 9, 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 Bi-Annual Maintenance Services Agreement for City-Wide Generators 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 Bi-Annual Maintenance Services Agreement for City-Wide Generators 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 SPECIFICATIONS

TWO (2) PREVENTIVE SERVICE MAINTENANCE WITH ONE (1) TWO-HOUR LOAD BANK TEST

- A. The City shall enter into a 12-month service contract with the successful bidder.
- B. The Contract shall be awarded for a period of (1) one years from the date of award of the contract (“Initial Contract Period”) The City reserves the right to extend this contract for Two (2) additional years in One (1) year increments, if the performance of the successful vendor is satisfactory and the unit prices remain unchanged.
- C. The Bid will be awarded to the lowest responsible bidder meeting specifications.
- D. The City reserves the right to award this bid on a “Per Item” basis.
- E. The successful vendor shall assume responsibility for the satisfactory performance of the product (s) delivered.

4.2. MINIMUM REQUIREMENTS

- The services will be rendered during normal business hours of 8:00 a.m. and 5:00 p.m. Monday through Friday, excluding holidays.
- The number of regularly scheduled maintenance trips in a Calendar year will be (2) per year, Bi-Annually
- Visually inspect the site and equipment
- Gas Engine – inspect and adjust the ignition system and plugs
- Diesel Engine – inspect injection system and pump
- Inspect the fuel system including the day tank, (if applicable)
- Replace (standby applications only) engine fuel filters annually, (if applicable) using recommended OEM parts furnished at the location by Service Provider
- Inspect and clean as needed dry type air cleaner element, or clean and refill oil batch type air cleaner using recommended OEM oil furnished at location by Service Provider.
- Check block heater operation
- Inspect cooling system for pressure leaks, verify antifreeze protection to a strength of 50% antifreeze and 50% water

- Replace the coolant filter, (if applicable) using recommended OEM Parts furnished at a location by Service Provider
- Grease accessory drives and/or generators as necessary
- Inspect and adjust engine fan belts as necessary
- Inspect the engine exhaust system for leaks or corrosion; check the condensation trap and muffler condition
- Check the oil level, start the unit, warm up, and check and record the oil pressure
- Inspect starting system including batteries, cables, battery charger, alternator, and record battery-specific gravity reading
- Inspect engine and generator control functions and time delays as applicable
- Inspect all instruments for proper operation
- Adjust frequency and voltage as required
- Inspect and clean, (if applicable) generator slip rings and brushes
- Inspect automatic switch(s) for the proper operation which includes: time delays and exercisers where possible
- Test run generator, loaded where possible, and record readings
- Change all lube oil and applicable filter elements annually, using recommended OEM lube oil furnished at a location by Service Provider
- Fill antifreeze as needed (as associated with normal evaporation/loss), using recommended OEM, furnished at a location by Service Provider
- Provide a written report after each inspection or repair call detailing any conditions found and advising further service required, in any, to promote the operating dependability of the system
- Perform 2-hour load bank testing, provide a written report to customer annually

4.3. 24-HOUR EMERGENCY SERVICE

- The vendor will provide an Hourly Labor Rate charge or a Labor Rate Sheet for 24-hour emergency service
- The vendor must have a location within 25 miles of the City of Edinburg City Limits
- Provide the physical address of the business location

4.4. SERVICE LOCATION:

Airport (6 Generators)

1300 E. FM 490

Edinburg, Texas 78542

Public Works (2 Generators)

1201 N. Doolittle Road

Edinburg, Texas 78541

Utilities/Water Plant (1 Generator)

North Booster Station

4724 North Highway 281

Edinburg, Texas 78542

Library (1 Generator)

1906 S Closner Blvd.

Edinburg, Texas 78539

Utilities/Systems (11 Generators)

1201 N. Doolittle Road

Edinburg, Texas 78541

City Hall (2 Generators)

415 W University

Edinburg, Texas 78541

Fire Station 1 (1 Generators)

212 W McIntyre Street

Edinburg, Texas 78541

Fire Station 2 (1 Generators)

602 West Canton Road
Edinburg, Texas 78539

Fire Station 3 (1 Generators)

1221 East University Drive
Edinburg, Texas 78539

Fire Station 4 (1 Generators)

315 Matthew
Edinburg, Texas 78539

Fire Station 5 (1 Generators)

800 East Davis Road
Edinburg, Texas 78539

Solid Waste Management / Landfill (2 Generators)

8601 N. Jasman Road
Edinburg, Texas 78541

Utilities/Water Plant (3 Generators)

1752 S. Mon Mack Road
Edinburg, Texas 78539

Utilities/Water Plant (2 Generators)

Down Town Plant
500 E Mahl Street
Edinburg, Texas 78539

Utilities/Wastewater Treatment (9 Generators)

1202 N. "M" Road

Edinburg, Texas 78541

Police Department (2 Generators)

1702 S Closner Blvd.

Edinburg, Texas 78539

5. Vendor Questionnaire

5.1. Attach your company's insurance certificate. *

Please upload a copy of your Certificate of insurance here.

*Response required

5.2. Please fill out and upload the attached specification document. *

Please download the below documents, complete, and upload.

- [Generator Maintenance Speci...](#)

*Response required

5.3. Required Forms

5.3.1. Please fill out General Questionnaire and upload here *

Please download the below documents, complete, and upload.

- [GENERAL QUESTIONNAIRE.pdf](#)

*Response required

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

Please download the below documents, complete, and upload.

- [LITIGATION DISCLOSURE FORM.pdf](#)

*Response required

5.3.3. 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

5.3.4. 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

5.3.5. *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

5.3.6. *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

5.3.7. *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

5.3.8. *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

5.3.9. *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

BI-ANNUAL MAINTENANCE SERVICE FOR CITY WIDE GENERATORS

NOTE: BID WILL BE AWARD ON A UNIT PRICE. Note: The City reserves the right to accept or reject bids submitted, waive formalities in bidding, consider each item submitted as a separate bid, award all or individually, whichever may be more advantageous to the City, and to hold the bids for a period of sixty (60) days without taking action thereon.

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid
PW1	Public Works - Generac, 80KW, Model#6996150100 Serial No. 2090344	1	Each			
PW2	Public works - Kohler, 25KW, Model #20REO2JC, Serial No. 2270866	1	Each			
CH1	City Hall - Generac 400KW, Model #9867950200, Serial No. 2098589	1	Each			
CH2	City Hall - Generac, 400KW, Model #9867950200, Serial No. 2098590	1	Each			
AP1	Airport #1 - Caterpillar, 50KW, Model #D50-2LC, Serial No. CAT00C44JMZT00400	1	Each			
AP2	Airport #2 - Caterpillar, 60KW, Model #560-4LC, Serial No. CAT00C44TL4T00114	1	Each			
AP3	Airport #3 - Cummins, 25KW, Model #DSKAB-1401443, Serial No. C140650144	1	Each			

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid
AP4	Airport #4 - Generac, 250KW, Model #SD250, Serial No. 3002310240	1	Each			
AP5	Airport #5 -Generac, 80KW, Model #SD80, Serial No. 3007393591	1	Each			
AP6	Airport #6 - Kohler, 300KW, Model # 300REOZJ, Serial No. 33CYGMMD0003	1	Each			
FS1	Fire Station #1, Onan, 200KW, Model #200.0DFP17RZ15953L, Serial No. E820622078	1	Each			
FS2	Fire Station #2 - Caterpillar, 40KW, Model #D40-4, Serial No. CAT00C44HNCD00718	1	Each			
FS3	Fire Station #3 - Caterpillar, 80KW, Model #D80-4, Serial No. CAT00C44HNCE00706	1	Each			
FS4	Fire Station #4 - Generac, 130KW, Model #5501200100, Serial No. 2084011	1	Each			
FS5	Fire Station #5 -Kohler, 230KW, Model #230REOZJE, Serial No. GM66100-GA4	1	Each			
LF1	Landfill - Generac - 500KW, Model #GTS Series, Serial No. 2108838	1	Each			

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid
LF2	Landfill - Generac - 400KW, Model #SD400, Serial No. 3011980918	1	Each			
LIB	Library - Generac - 400KW, Model #2206D-E13TAG3, Serial No. 9743011	1	Each			
PD1	PD #1 - Detroit Diesel, 812KW, Model #800DS4, Serial No. 2010431	1	Each			
PD2	PD #2 - Kohler - 31KW, Model #30REOZK (CP1), Serial No. SGM32L54L	1	Each			
WWP1	Utilities Waste Water Plant, 2 Basin (Blowers), Cummins, 400KW, Model #DFEH-7345835, Serial No. F110224554	1	Each			
WWP2	Utilities Waste Water Plant 3&4, Cummins, 350KW, Model #DFEG-1212937, Serial No. 11203944891	1	Each			
WWP3	Utilities Waste Water Plant, 5 Orbal Clarifiers, Cummins, 600KW, Model #DQCA-2055899, Serial No. J20083400	1	Each			
WWP4	Utilities Waste Water Plant, 5 Orbal Effluent Pumps, Caterpillar, 750KW, Model #3412, Serial No. 2WJO1601	1	Each			

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid
WWP5	Utilities Waste Water Plant, Headworks, Inf Pumps, Barscreen, Grit Pumps, Cummins, 800KW, Model #DQFAB3110033, Serial No. C100104648	1	Each			
WWP6	Utilities Waste Water, Carousel Plant, 1000KW, Model #DQFAD-10258879, Serial No. I120393799	1	Each			
WWP7	Utilities Waste Water, Lift Station 42, Aksa, 180KW, Model #DCA-70SSIU, Serial No. ROO68428	1	Each			
WWP8	Utilities Waste Water, Portable Generator, Small Whisper Watt Portable, 56KW, Model #DB-0831I2, Serial No. 7350772	1	Each			
WWP9	Utilities Waste Water, Portable Generator, Big Whisper Watt Portable, 120KW, Model #DCA-150SSJU4F, Serial No. 7601163	1	Each			
WWP10	Utilities Waste Water Portable Generator New Mobile Generator, Caterpillar, 100KW, Model #XQ125, Serial No. CATXQ125HCK500948	1	Each			

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid
WWP11	Utilities Waste Water Portable Generator, Caterpillar, 100KW, Model #XQ125, Serial No. CATXQ125ECK500949	1	Each			
WWP12	Utilities Waste Water Portable Generator New Engine Light Tower LT1, Generac, 20KW, Model #MLT4200IVF4, Serial No. 3011257793	1	Each			
WWP13	Utilities Waste Water Portable Generator New Mobile Generator GEN1, Generac, 120/140KW, Model #MDG175, Serial No. 3011262396	1	Each			
WWP14	Utilities Waste Water Portable Generator New Mobile Generator GEN2, Generac, 120/140KW, Model #MDG175, Serial No. 3011262398	1	Each			
WWP15	Utilities Waste Water Portable Generator New Mobile Generator GEN3, Generac, 120/140KW, Model #MDG175, Serial No. 3011262393	1	Each			

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid
WWP16	Utilities Waste Water Portable Generator New Mobil Generator GEN4, Generac, 120/140KW, Model #MDG175, Serial No. 301162394	1	Each			
WWP17	Utilities Waste Water Portable Generator New Mobile Generator GEN5, Generac, 120/140KW, Model #MDG175, Serial No. 3011262392	1	Each			
WWP18	Utilities Waste Water Portable Generator New Mobile Generator GEN6, Generac, 120/140KW, Model #MDG175, Serial No. 3011262399	1	Each			
WWP19	Utilities Waste Water Portable Generator New Mobile Generator GEN7, Generac, 120/140KW, Model #MDG175, Serial No. 3011262397	1	Each			
WWP20	Utilities Waste Water Portable Generator New Mobile Generator GEN8, Generac, 120/140KW, Model #MDG175, Serial No. 3011262395	1	Each			

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid
WP1	Utilities Water Plant, West Booster Station, Caterpillar, 500KW, Model #SR4B, Serial No. 81Z229922	1	Each			
WP2	Utilities Water Plant, West Tower, Generac, 300KW, Model #SD300, Serial No. 3001877797	1	Each			
WP3	Utilities Water Plant, North Booster Station, Kohler, 410KW, Model #400RE0ZJB, Serial No. SGM32B9Z3	1	Each			
WP4	Utilities Water Plant, DTP High Service Pump, Generac, 200KW. Model #3709180100, Serial No. 2075446	1	Each			
WP5	Utilities Water Plant, WTP, Kohler, 1220KW, Model #1250REOZMB, Serial No. 2195395	1	Each			
WP6	Utilities Water Plant, DTP, Cummins, 400KW, Model #DFEH- 7345835, Serial No. F110224553	1	Each			
24-Hour Emergency Service	24-Hour Emergency Service Hourly Labor Rate charge	1	Each			
TOTAL						

BIDDER'S LIST
GENERATOR MAINTENANCE SERVICE

Holt Caterpillar
Attn: Cassy Marsalis
1319 South Padre Island Drive, Bldg. 2
Corpus Christi, TX 78416
(361) 698-5759
Cassy.marsalis@holtcat.com

Loftin Equipment Co.
Attn: Steven Stewart
1241 Universal City Blvd.
Universal City, TX 78148
(281) 881-1623
sstewart@loftinequip.com

Stewart & Stevenson
Attn: Jerry Perez
2701 N. Cage Blvd.
Pharr, TX 78577
(956) 787-6880
J.perez@ssss.com

Atlas Technologies
Attn: Johnny Partain
7020 N. 16th Street
McAllen, TX 78504
(956)240-1821
partain@atlastechnologies.biz

Ark Generators
Attn: Heather
1925 Longmire Rd. #3
Conroe, TX 77304
(936) 441-4275
heather@arkgenerators.com

Waukesha-Pearce Industries, LLC
Attn: Robert Syzdek
1381 Wald Rd, Suite A
New Braunfels, Texas 78132
(856) 723-1050
(210) 653-5003
robert.syzdek@wpi.com

Border Engines rebuilders & Diesel Services
Attn: Oscar Rios
100 International Blvd.
Mission, TX. 78572
(956) 585-4866
oscarjrios2003@yahoo.com



City of Edinburg
Public Works

Vincent Romero, Public Works Director
415 W. University Drive, Edinburg, TX 78541

[WAUKESHA PEARCE INDUSTRIES] RESPONSE DOCUMENT REPORT

NTB No. 2025-5

Bi-Annual Maintenance Services Agreement for City-Wide Generators

RESPONSE DEADLINE: December 17, 2024 at 3:00 pm

Report Generated: Tuesday, February 4, 2025

Waukesha Pearce Industries Response

CONTACT INFORMATION

Company:

Waukesha Pearce Industries

Email:

robert.syzdek@wpi.com

Contact:

Robert Syzdek

Address:

5934 US 281
Edinburg, TX 78452

Phone:

(830) 359-7260

Website:

N/A

Submission Date:

Dec 13, 2024 10:58 AM (Central Time)

ADDENDA CONFIRMATION

No addenda issued

QUESTIONNAIRE

1. Attach your company's insurance certificate. *

Please upload a copy of your Certificate of insurance here.

COI_City_of_Edinburg.pdf

2. Please fill out and upload the attached specification document.*

Please download the below documents, complete, and upload.

- [Generator Maintenance Speci...](#)

City_of_Edinburg_Maint_Service_Spec_2024_Bid.pdf

3. Required Forms

PLEASE FILL OUT GENERAL QUESTIONNAIRE AND UPLOAD HERE *

Please download the below documents, complete, and upload.

- [GENERAL QUESTIONNAIRE.pdf](#)

City_of_Edinburg_Company_Providing_Proposal_Questionnaire.pdf

PLEASE FILL OUT THE LITIGATION DISCLOSURE FORM AND UPLOAD HERE*

Please download the below documents, complete, and upload.

- [LITIGATION DISCLOSURE FORM.pdf](#)

City_of_Edinburg_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](#)

City_of_Edinburg_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...](#)

City_of_Edinburg_Senate_Bill13_Ver.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](#)

City_of_Edinburg_House_Bill_89_Ver.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...](#)

City_of_Edinburg_Senate_Bill_19_Ver.pdf

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

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

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

City_of_Edinburg_Noncollusion_Affidavit.pdf

PLEASE 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/>.

City_of_Edinburg_CIQ.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

BI-ANNUAL MAINTENANCE SERVICE FOR CITY WIDE GENERATORS

NOTE: BID WILL BE AWARD ON A UNIT PRICE. Note: The City reserves the right to accept or reject bids submitted, waive formalities in bidding, consider each item submitted as a separate bid, award all or individually, whichever may be more advantageous to the City, and to hold the bids for a period of sixty (60) days without taking action thereon.

[WAUKESHA PEARCE INDUSTRIES] RESPONSE DOCUMENT REPORT
NTB No. 2025-5
Bi-Annual Maintenance Services Agreement for City-Wide Generators

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid
PW1	Public Works - Generac, 80KW, Model#6996150100 Serial No. 2090344	1	Each	\$1,171.01	\$1,171.01	
PW2	Public works - Kohler, 25KW, Model #20REO2JC, Serial No. 2270866	1	Each	\$988.48	\$988.48	
CH1	City Hall - Generac 400KW, Model #9867950200, Serial No. 2098589	1	Each	\$1,915.54	\$1,915.54	
CH2	City Hall - Generac, 400KW, Model #9867950200, Serial No. 2098590	1	Each	\$1,915.54	\$1,915.54	
AP1	Airport #1 - Caterpillar, 50KW, Model #D50-2LC, Serial No. CAT00C44JMZT00400	1	Each	\$1,151.35	\$1,151.35	
AP2	Airport #2 - Caterpillar, 60KW, Model #560-4LC, Serial No. CAT00C44TL4T00114	1	Each	\$1,268.89	\$1,268.89	
AP3	Airport #3 - Cummins, 25KW, Model #DSKAB-1401443, Serial No. C140650144	1	Each	\$1,197.27	\$1,197.27	
AP4	Airport #4 - Generac, 250KW, Model #SD250, Serial No. 3002310240	1	Each	\$1,642.12	\$1,642.12	
AP5	Airport #5 -Generac, 80KW, Model #SD80, Serial No. 3007393591	1	Each	\$1,227.98	\$1,227.98	
AP6	Airport #6 - Kohler, 300KW, Model # 300REOZJ, Serial No. 33CYGMMD0003	1	Each	\$1,721.60	\$1,721.60	
FS1	Fire Station #1, Onan, 200KW, Model #200.0DFP17RZ15953L, Serial No. E820622078	1	Each	\$1,836.82	\$1,836.82	

[WAUKESHA PEARCE INDUSTRIES] RESPONSE DOCUMENT REPORT
NTB No. 2025-5
Bi-Annual Maintenance Services Agreement for City-Wide Generators

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid
FS2	Fire Station #2 - Caterpillar, 40KW, Model #D40-4, Serial No. CAT00C44HNCD00718	1	Each	\$1,076.68	\$1,076.68	
FS3	Fire Station #3 - Caterpillar, 80KW, Model #D80-4, Serial No. CAT00C44HNCE00706	1	Each	\$1,134.89	\$1,134.89	
FS4	Fire Station #4 - Generac, 130KW, Model #5501200100, Serial No. 2084011	1	Each	\$1,294.87	\$1,294.87	
FS5	Fire Station #5 - Kohler, 230KW, Model #230REOZJE, Serial No. GM66100-GA4	1	Each	\$1,425.33	\$1,425.33	
LF1	Landfill - Generac - 500KW, Model #GTS Series, Serial No. 2108838	1	Each	\$1,574.20	\$1,574.20	
LF2	Landfill - Generac - 400KW, Model #SD400, Serial No. 3011980918	1	Each	\$1,748.60	\$1,748.60	
LIB	Library - Generac - 400KW, Model #2206D-E13TAG3, Serial No. 9743011	1	Each	\$1,830.87	\$1,830.87	
PD1	PD #1 - Detroit Diesel, 812KW, Model #800DS4, Serial No. 2010431	1	Each	\$3,098.45	\$3,098.45	
PD2	PD #2 - Kohler - 31KW, Model #30REOZK (CP1), Serial No. SGM32L54L	1	Each	\$916.04	\$916.04	
WWP1	Utilities Waste Water Plant, 2 Basin (Blowers), Cummins, 400KW, Model #DFEH-7345835, Serial No. F110224554	1	Each	\$1,994.05	\$1,994.05	
WWP2	Utilities Waste Water Plant 3&4, Cummins, 350KW, Model #DFEG-1212937, Serial No. 11203944891	1	Each	\$1,891.85	\$1,891.85	

[WAUKESHA PEARCE INDUSTRIES] RESPONSE DOCUMENT REPORT
NTB No. 2025-5
Bi-Annual Maintenance Services Agreement for City-Wide Generators

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid
WWP3	Utilities Waste Water Plant, 5 Orbal Clarifiers, Cummins, 600KW, Model #DQCA-2055899, Serial No. J20083400	1	Each	\$2,889.03	\$2,889.03	
WWP4	Utilities Waste Water Plant, 5 Orbal Effluent Pumps, Caterpillar, 750KW, Model #3412, Serial No. 2WJO1601	1	Each	\$2,684.42	\$2,684.42	
WWP5	Utilities Waste Water Plant, Headworks, Inf Pumps, Barscreen, Grit Pumps, Cummins, 800KW, Model #DQFAB3110033, Serial No. C100104648	1	Each	\$3,395.25	\$3,395.25	
WWP6	Utilities Waste Water, Carousel Plant, 1000KW, Model #DQFAD-10258879, Serial No. I120393799	1	Each	\$4,503.45	\$4,503.45	
WWP7	Utilities Waste Water, Lift Station 42, Aksa, 180KW, Model #DCA-70SSIU, Serial No. ROO68428	1	Each	\$1,387.45	\$1,387.45	
WWP8	Utilities Waste Water, Portable Generator, Small Whisper Watt Portable, 56KW, Model #DB-0831I2, Serial No. 7350772	1	Each	\$997.75	\$997.75	
WWP9	Utilities Waste Water, Portable Generator, Big Whisper Watt Portable, 120KW, Model #DCA-150SSJU4F, Serial No. 7601163	1	Each	\$1,267.25	\$1,267.25	
WWP10	Utilities Waste Water Portable Generator New Mobile Generator, Caterpillar, 100KW, Model #XQ125, Serial No. CATXQ125HCK500948	1	Each	\$1,401.33	\$1,401.33	
WWP11	Utilities Waste Water Portable Generator, Caterpillar, 100KW, Model #XQ125, Serial No. CATXQ125ECK500949	1	Each	\$1,401.33	\$1,401.33	

[WAUKESHA PEARCE INDUSTRIES] RESPONSE DOCUMENT REPORT
NTB No. 2025-5
Bi-Annual Maintenance Services Agreement for City-Wide Generators

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid
WWP12	Utilities Waste Water Portable Generator New Engine Light Tower LT1, Generac,20KW, Model #MLT4200IVF4, Serial No. 3011257793	1	Each	\$1,032.22	\$1,032.22	
WWP13	Utilities Waste Water Portable Generator New Mobile Generator GEN1, Generac, 120/140KW, Model #MDG175, Serial No. 3011262396	1	Each	\$1,274.49	\$1,274.49	
WWP14	Utilities Waste Water Portable Generator New Mobile Generator GEN2, Generac, 120/140KW, Model #MDG175, Serial No. 3011262398	1	Each	\$1,274.49	\$1,274.49	
WWP15	Utilities Waste Water Portable Generator New Mobile Generator GEN3, Generac, 120/140KW, Model #MDG175, Serial No. 3011262393	1	Each	\$1,274.49	\$1,274.49	
WWP16	Utilities Waste Water Portable Generator New Mobil Generator GEN4, Generac, 120/140KW, Model #MDG175, Serial No. 301162394	1	Each	\$1,274.49	\$1,274.49	
WWP17	Utilities Waste Water Portable Generator New Mobile Generator GEN5, Generac, 120/140KW, Model #MDG175, Serial No. 3011262392	1	Each	\$1,274.49	\$1,274.49	
WWP18	Utilities Waste Water Portable Generator New Mobile Generator GEN6, Generac, 120/140KW, Model #MDG175, Serial No. 3011262399	1	Each	\$1,274.49	\$1,274.49	
WWP19	Utilities Waste Water Portable Generator New Mobile Generator GEN7, Generac, 120/140KW, Model #MDG175, Serial No. 3011262397	1	Each	\$1,274.49	\$1,274.49	

[WAUKESHA PEARCE INDUSTRIES] RESPONSE DOCUMENT REPORT
NTB No. 2025-5
Bi-Annual Maintenance Services Agreement for City-Wide Generators

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid
WWP20	Utilities Waste Water Portable Generator New Mobile Generator GEN8, Generac, 120/140KW, Model #MDG175, Serial No. 3011262395	1	Each	\$1,274.49	\$1,274.49	
WP1	Utilities Water Plant, West Booster Station, Caterpillar, 500KW, Model #SR4B, Serial No. 81Z229922	1	Each	\$2,672.15	\$2,672.15	
WP2	Utilities Water Plant, West Tower, Generac, 300KW, Model #SD300, Serial No. 3001877797	1	Each	\$1,721.68	\$1,721.68	
WP3	Utilities Water Plant, North Booster Station, Kohler, 410KW, Model #400RE0ZJB, Serial No. SGM32B9Z3	1	Each	\$2,198.95	\$2,198.95	
WP4	Utilities Water Plant, DTP High Service Pump, Generac, 200KW. Model #3709180100, Serial No. 2075446	1	Each	\$1,914.05	\$1,914.05	
WP5	Utilities Water Plant, WTP, Kohler, 1220KW, Model #1250RE0ZMB, Serial No. 2195395	1	Each	\$4,582.52	\$4,582.52	
WP6	Utilities Water Plant, DTP, Cummins, 400KW, Model #DFEH-7345835, Serial No. F110224553	1	Each	\$2,115.75	\$2,115.75	
24-Hour Emergency Service	24-Hour Emergency Service Hourly Labor Rate charge	1	Each	\$198.00	\$198.00	
TOTAL					\$80,580.93	



CERTIFICATE OF LIABILITY INSURANCE

4/1/2024

DATE (MM/DD/YYYY)
3/27/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	LOCKTON COMPANIES 3657 BRIARPARK DRIVE, SUITE 700 HOUSTON TX 77042 866-260-3538	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:
INSURED	Waukesha-Pearce Industries, LLC 1488010 12320 South Main Street Houston TX 77035	INSURER(S) AFFORDING COVERAGE INSURER A : ACE American Insurance Company INSURER B : ACE Property and Casualty Insurance Company INSURER C : Indemnity Insurance Co of North America INSURER D : Gemini Insurance Company INSURER E : INSURER F :

COVERAGES

CERTIFICATE NUMBER: 17450826

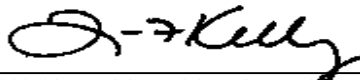
REVISION NUMBER: XXXXXXXX

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 CERTIFICATION 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:	Y	Y	HDO G47355606	4/1/2023	4/1/2024	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
A D	☒ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	Y	Y	ISA H1076452A GVE100309401	4/1/2023 4/1/2023	4/1/2024 4/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$	Y	Y	G7251449A 003	4/1/2023	4/1/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ XXXXXXXX
C 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 N	N / A	Y	WLR C5073433A (AOS) WLR C50734419 (AK/AZ/CA)	4/1/2023 4/1/2023	4/1/2024 4/1/2024 X PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000

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

CERTIFICATE HOLDER**CANCELLATION** See Attachment

17450826 City of Edinburg Attn.: City Manager 415 W. University Drive 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 
---	---

All policies (except Workers' Compensation/EL) include a blanket automatic additional insured [provision] that confers additional insured status to the certificate holder only if there is a written contract between the named insured and the certificate holder that requires the named insured to name the certificate holder as an additional insured. In the absence of such a contractual obligation on the part of the named insured, the certificate holder is not an additional insured under the policy.

All policies include a blanket automatic waiver of subrogation endorsement [provision] that provides this feature only when there is a written contract between the named insured and the certificate holder that requires it. In the absence of such a contractual obligation on the part of the named insured, the waiver of subrogation feature does not apply.

All policies (except Workers' Compensation/EL) contain a special endorsement with "primary and noncontributory" wording.

The Umbrella Liability policy includes the General Liability, Automobile Liability and Employer's liability policies in the underlying schedule.

Inspect and clean as needed dry type air cleaner element,
or clean and refill oil bath type air cleaner using
recommended OEM oil furnished at location by Service Provider

Check block heater operation

Inspect cooling system for pressure leaks, verify
antifreeze protection to a strength of 50% antifreeze and 50% water

Replace coolant filter, (if applicable) using recommended OEM
Parts furnished at location by Service Provider

Grease accessory drives and/or generator as necessary

Inspect and adjust engine fan belts as necessary

Inspect engine exhaust system for leaks or corrosion;
check condensation trap and muffler condition

Check oil level, start unit, warm up and check and record oil pressure

Inspect starting system including batteries, cables, battery
charger, alternator and record battery specific gravity reading

Inspect engine and generator control functions and time delays as applicable

Inspect all instruments for proper operation

Adjust frequency and voltage as required

Inspect and clean, (if applicable) generator slip rings and brushes

MINIMUM REQUIREMENTS

TO BE FILLED OUT BY BIDDER

Inspect automatic switch(es) for proper operation which includes:
time delays and exercisers where possible

Test run generator, loaded where possible and record readings

Change all lube oil and applicable filter elements annually, using
recommended OEM lube oil furnished at location by Service Provider

Fill antifreeze as needed (as associated with normal evaporation/loss),
using recommended OEM, furnished at location by Service Provider

Provide a written report after each inspection or repair call detailing
any conditions found and advising further service required, in any,
to promote operating dependability of the system

Perform 2 hour load bank testing, provide written report to customer
annually

24-HOUR EMERGENCY SERVICE:

Vendor will provide an Hourly Labor Rate charge or a Labor Rate Sheet for
24-hour emergency service

Vendor must have a location within 25 miles of City of Edinburg City Limits
Provide physical address of business location

DATE: 12 / 12 / 24

AUTHORIZED SIGNATURE: _____

TITLE: Project Support Representative

services beyond the scope of the maintenance agreement if said agreement is awarded.

Prices will be as follows:

Labor Rate Reg Time 129.00 Overtime 198.00

No Mileage or trip charges

Parts will be sold at cost plus 20 percent.

Thank you,

Robert Syzdek

Product Support Representative

830-359-7260

robert.syzdek@wpi.com

Please read your specifications thoroughly and be sure that the Service Specification offered complies with all requirements. Any variations from the specifications must be clearly indicated on item specification sheet and covered by letter attached to and made a part of your bid. Do Not fill in the blank with "as specified", "available", "standard", "yes", or "ok". If no exceptions are noted and you are the successful bidder, it will be required that the Service Maintenance must be furnished as specified.

**TWO (2) PREVENTIVE SERVICE MAINTENANCE WITH ONE (1) TWO HOUR
LOAD BANK TEST**

MINIMUM REQUIREMENTS

TO BE FILLED OUT BY BIDDER

The services will be rendered during normal business hours
of 8:00 a.m. and 5:00 p.m. Monday through Friday, excluding holidays.

✓

The number of regularly scheduled maintenance trips in a
Calendar year will be (2) per year, Bi-Annually.

✓

Visually inspect the site and equipment

✓

Gas Engine – inspect and adjust ignition system, and plugs

✓

Diesel Engine – inspect injection system and pump

✓

Inspect fuel system including day tank, (if applicable)

✓

Replace (standby applications only) engine fuel
filters annually, (if applicable) using recommended OEM
parts furnished at location by Service Provider

✓

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.

Address: HOUSTON, TX, 77035

- Telephone/Fax: 210-653-5011
- Email address: ROBERT.SYZOEK@wpi.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? HOUSTON, TX

5. a. Does the Company have an office located in Edinburg, Texas? Yes X No

b. If the answer to the previous question is "yes", how long has the Company conducted business from its Edinburg office? 12 (years) (months)

c. State the number of full-time employees at the Edinburg office. 12

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: ROBERT SYZOEK
Address: 1351 WALD ROAD SUITE A, NEW BRANCHES, TX 75132
Telephone: 830-359-7260
Fax:
Email: ROBERT.SYZOEK@wpi.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.

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.

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:

12 DEC 2024

Printed Name and Title:

ROBERT SYZATEK Project Support Rep

Company/Vendor Name:

WARRICK PEARCE INDUSTRIES

Authorized Signatory:



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.

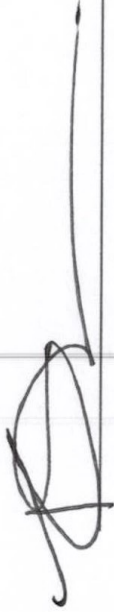
Any contractor entering into an agreement with the City will be required to warrant and represent, to the best of his/her knowledge at the time the contract is executed, he/she is not aware of any improper conflict of

1. ROBERT SYROEK, the undersigned representative of
WAKESHA PRAKTI INDUSTRIES, (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:

ROBERT SYROEK PRAKTI SUPPORT REP

TYPE/PRINT NAME AND TITLE:

12 DEC 2024

DATE:

HOUSE BILL 89 VERIFICATION

I, ROBERT SYROEK, the undersigned representative of
WADSWORTH PEARLE INDUSTRIES, (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:

ROBERT SYROEK President

TYPE/PRINT NAME AND TITLE:

12 DEC 2024

DATE:

4) "Firearm" means a weapon that expels a projectile by the action of explosive or expanding gases.

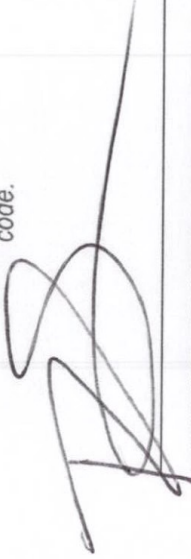
5) "Firearm accessory" means a device specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and an item used in conjunction with or mounted on a firearm that is not essential to the basic function of the firearm. The term 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:

ROBERT SYROEK Product Support Rep.

TYPE/PRINT NAME AND TITLE:

12 DEC 2024

DATE:

I, ROBERT SYROEK, the undersigned representative of
WACKENHAUSE INDUSTRIES, (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

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF TEXAS
COUNTY OF HIDALGO

_____, being first duly sworn, deposes and says that: (Name)
(1) He is President of WADSWORTH, 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 12 day of Dec 2024.

By:

Notary Public

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.		Date Received
--	--	---------------

1 Name of vendor who has a business relationship with local governmental entity.

N/A

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

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

N/A

Name of Officer

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

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

☐ Yes

☐ No

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

☐ Yes

☐ No

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

N/A

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

12 OCT 24

Date

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

- (A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that
 - (i) a contract between the local governmental entity and vendor has been executed; or
 - (ii) the local governmental entity is considering entering into a contract with the vendor;
- (B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:
 - (i) a contract between the local governmental entity and vendor has been executed; or
 - (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

- (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
- (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
- (3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

- (1) the date that the vendor:
 - (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
 - (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or
- (2) the date the vendor becomes aware:
 - (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
 - (B) that the vendor has given one or more gifts described by Subsection (a); or
 - (C) of a family relationship with a local government officer.



City of Edinburg

Purchasing

Criselda Lozano, Purchasing Manager

415 W. University Drive, Edinburg, TX 78541

[CUMMINS] RESPONSE DOCUMENT REPORT

NTB No. 2025-5

Bi-Annual Maintenance Services Agreement for City-Wide Generators

RESPONSE DEADLINE: December 17, 2024 at 3:00 pm

Report Generated: Saturday, March 1, 2025

Cummins Response

CONTACT INFORMATION

Company:

Cummins

Email:

robert.walkup@cummins.com

Contact:

Robert Walkup

Address:

5052 Logans Run Cir
Harlingen, TX 78550

Phone:

N/A

Website:

N/A

Submission Date:

Dec 17, 2024 12:59 PM (Central Time)

ADDENDA CONFIRMATION

No addenda issued

QUESTIONNAIRE

1. Attach your company's insurance certificate. *

Pass

Please upload a copy of your Certificate of insurance here.

COI_2024.pdf

2. Please fill out and upload the attached specification document.*

Pass

Please download the below documents, complete, and upload.

- [Generator Maintenance Speci...](#)

Generator_Maintenance_Specification.pdf

3. Required Forms

PLEASE FILL OUT GENERAL QUESTIONNAIRE AND UPLOAD HERE *

Pass

Please download the below documents, complete, and upload.

- [GENERAL QUESTIONNAIRE.pdf](#)

GENERAL_QUESTIONNAIRE.pdf

PLEASE FILL OUT THE LITIGATION DISCLOSURE FORM AND UPLOAD HERE*

Pass

Please download the below documents, complete, and upload.

- [LITIGATION DISCLOSURE FORM.pdf](#)

LITIGATION_DISCLOSURE_FORM.pdf

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

Pass

Please download the below documents, complete, and upload.

- [CONFLICT OF INTEREST.pdf](#)

CONFLICT_OF_INTEREST.pdf

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

Pass

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

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

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

SENATE_BILL_13_VERIFICATION.pdf

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

Pass

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

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

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

HOUSE_BILL_89_VERIFICATION.pdf

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

Pass

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

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

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

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

SENATE_BILL_19_VERIFICATION.pdf

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

Pass

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

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

CITY_OF_EDINBURG_NONCOLLUSION_AFFIDAVIT.pdf

PLEASE UPLOAD THE CONFLICT OF INTEREST*

Fail

CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE

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

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

CIQ.pdf

Form_1295_Certificate_101304220.pdf

IF AWARDED THE 1295 FORM MUST BE PROVIDED.*

Pass

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

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

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

Yes

PRICE TABLES

BI-ANNUAL MAINTENANCE SERVICE FOR CITY WIDE GENERATORS

NOTE: BID WILL BE AWARD ON A UNIT PRICE. Note: The City reserves the right to accept or reject bids submitted, waive formalities in bidding, consider each item submitted as a separate bid, award all or individually, whichever may be more advantageous to the City, and to hold the bids for a period of sixty (60) days without taking action thereon.

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid
PW1	Public Works - Generac, 80KW, Model#6996150100 Serial No. 2090344	1	Each	\$1,550.00	\$1,550.00	
PW2	Public works - Kohler, 25KW, Model #20RE02JC, Serial No. 2270866	1	Each	\$997.00	\$997.00	
CH1	City Hall - Generac 400KW, Model #9867950200, Serial No. 2098589	1	Each	\$2,150.00	\$2,150.00	
CH2	City Hall - Generac, 400KW, Model #9867950200, Serial No. 2098590	1	Each	\$2,150.00	\$2,150.00	
AP1	Airport #1 - Caterpillar, 50KW, Model #D50-2LC, Serial No. CAT00C44JMZT00400	1	Each	\$1,450.00	\$1,450.00	

[CUMMINS] RESPONSE DOCUMENT REPORT

NTB No. 2025-5

Bi-Annual Maintenance Services Agreement for City-Wide Generators

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid
AP2	Airport #2 - Caterpillar, 60KW, Model #560-4LC, Serial No. CAT00C44TL4T00114	1	Each	\$1,450.00	\$1,450.00	
AP3	Airport #3 - Cummins, 25KW, Model #DSKAB-1401443, Serial No. C140650144	1	Each	\$1,347.00	\$1,347.00	
AP4	Airport #4 - Generac, 250KW, Model #SD250, Serial No. 3002310240	1	Each	\$1,800.00	\$1,800.00	
AP5	Airport #5 -Generac, 80KW, Model #SD80, Serial No. 3007393591	1	Each	\$1,550.00	\$1,550.00	
AP6	Airport #6 - Kohler, 300KW, Model # 300REOZJ, Serial No. 33CYGMMD0003	1	Each	\$2,000.00	\$2,000.00	
FS1	Fire Station #1, Onan, 200KW, Model #200.0DFP17RZ15953L, Serial No. E820622078	1	Each	\$1,800.00	\$1,800.00	
FS2	Fire Station #2 - Caterpillar, 40KW, Model #D40-4, Serial No. CAT00C44HNCD00718	1	Each	\$1,450.00	\$1,450.00	
FS3	Fire Station #3 - Caterpillar, 80KW, Model #D80-4, Serial No. CAT00C44HNCE00706	1	Each	\$1,550.00	\$1,550.00	
FS4	Fire Station #4 - Generac, 130KW, Model #5501200100, Serial No. 2084011	1	Each	\$1,650.00	\$1,650.00	
FS5	Fire Station #5 -Kohler, 230KW, Model #230REOZJE, Serial No. GM66100-GA4	1	Each	\$1,800.00	\$1,800.00	
LF1	Landfill - Generac - 500KW, Model #GTS Series, Serial No. 2108838	1	Each	\$2,280.00	\$2,280.00	

[CUMMINS] RESPONSE DOCUMENT REPORT

Request for Bids - Bi-Annual Maintenance Services Agreement for City-Wide Generators

Page 7

[CUMMINS] RESPONSE DOCUMENT REPORT
NTB No. 2025-5
Bi-Annual Maintenance Services Agreement for City-Wide Generators

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid
LF2	Landfill - Generac - 400KW, Model #SD400, Serial No. 3011980918	1	Each	\$2,150.00	\$2,150.00	
LIB	Library - Generac - 400KW, Model #2206D-E13TAG3, Serial No. 9743011	1	Each	\$2,150.00	\$2,150.00	
PD1	PD #1 - Detroit Diesel, 812KW, Model #800DS4, Serial No. 2010431	1	Each	\$2,900.00	\$2,900.00	
PD2	PD #2 - Kohler - 31KW, Model #30REOZK (CP1), Serial No. SGM32L54L	1	Each	\$1,450.00	\$1,450.00	
WWP1	Utilities Waste Water Plant, 2 Basin (Blowers), Cummins, 400KW, Model #DFEH-7345835, Serial No. F110224554	1	Each	\$2,150.00	\$2,150.00	
WWP2	Utilities Waste Water Plant 3&4, Cummins, 350KW, Model #DFEG-1212937, Serial No. 11203944891	1	Each	\$3,150.00	\$3,150.00	
WWP3	Utilities Waste Water Plant, 5 Orbal Clarifiers, Cummins, 600KW, Model #DQCA-2055899, Serial No. J20083400	1	Each	\$2,600.00	\$2,600.00	
WWP4	Utilities Waste Water Plant, 5 Orbal Effluent Pumps, Caterpillar, 750KW, Model #3412, Serial No. 2WJO1601	1	Each	\$2,800.00	\$2,800.00	
WWP5	Utilities Waste Water Plant, Headworks, Inf Pumps, Barscreen, Grit Pumps, Cummins, 800KW, Model #DQFAB3110033, Serial No. C100104648	1	Each	\$2,900.00	\$2,900.00	
WWP6	Utilities Waste Water, Carousel Plant, 1000KW, Model #DQFAD-10258879, Serial No. I120393799	1	Each	\$3,500.00	\$3,500.00	

[CUMMINS] RESPONSE DOCUMENT REPORT

NTB No. 2025-5

Bi-Annual Maintenance Services Agreement for City-Wide Generators

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid
WWP7	Utilities Waste Water, Lift Station 42, Aksa, 180KW, Model #DCA-70SSIU, Serial No. ROO68428	1	Each	\$1,800.00	\$1,800.00	
WWP8	Utilities Waste Water, Portable Generator, Small Whisper Watt Portable, 56KW, Model #DB-0831I2, Serial No. 7350772	1	Each	\$1,450.00	\$1,450.00	
WWP9	Utilities Waste Water, Portable Generator, Big Whisper Watt Portable, 120KW, Model #DCA-150SSJU4F, Serial No. 7601163	1	Each	\$1,550.00	\$1,550.00	
WWP10	Utilities Waste Water Portable Generator New Mobile Generator, Caterpillar, 100KW, Model #XQ125, Serial No. CATXQ125HCK500948	1	Each	\$1,550.00	\$1,550.00	
WWP11	Utilities Waste Water Portable Generator, Caterpillar, 100KW, Model #XQ125, Serial No. CATXQ125ECK500949	1	Each	\$1,550.00	\$1,550.00	
WWP12	Utilities Waste Water Portable Generator New Engine Light Tower LT1, Generac, 20KW, Model #MLT4200IVF4, Serial No. 3011257793	1	Each	\$1,347.00	\$1,347.00	
WWP13	Utilities Waste Water Portable Generator New Mobile Generator GEN1, Generac, 120/140KW, Model #MDG175, Serial No. 3011262396	1	Each	\$1,650.00	\$1,650.00	
WWP14	Utilities Waste Water Portable Generator New Mobile Generator GEN2, Generac, 120/140KW, Model #MDG175, Serial No. 3011262398	1	Each	\$1,650.00	\$1,650.00	
WWP15	Utilities Waste Water Portable Generator New Mobile Generator GEN3, Generac, 120/140KW, Model #MDG175, Serial No. 3011262393	1	Each	\$1,650.00	\$1,650.00	

[CUMMINS] RESPONSE DOCUMENT REPORT

Request for Bids - Bi-Annual Maintenance Services Agreement for City-Wide Generators

Page 9

[CUMMINS] RESPONSE DOCUMENT REPORT

NTB No. 2025-5

Bi-Annual Maintenance Services Agreement for City-Wide Generators

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid
WWP16	Utilities Waste Water Portable Generator New Mobil Generator GEN4, Generac, 120/140KW, Model #MDG175, Serial No. 301162394	1	Each	\$1,650.00	\$1,650.00	
WWP17	Utilities Waste Water Portable Generator New Mobile Generator GEN5, Generac, 120/140KW, Model #MDG175, Serial No. 3011262392	1	Each	\$1,650.00	\$1,650.00	
WWP18	Utilities Waste Water Portable Generator New Mobile Generator GEN6, Generac, 120/140KW, Model #MDG175, Serial No. 3011262399	1	Each	\$1,650.00	\$1,650.00	
WWP19	Utilities Waste Water Portable Generator New Mobile Generator GEN7, Generac, 120/140KW, Model #MDG175, Serial No. 3011262397	1	Each	\$1,650.00	\$1,650.00	
WWP20	Utilities Waste Water Portable Generator New Mobile Generator GEN8, Generac, 120/140KW, Model #MDG175, Serial No. 3011262395	1	Each	\$1,650.00	\$1,650.00	
WP1	Utilities Water Plant, West Booster Station, Caterpillar, 500KW, Model #SR4B, Serial No. 81Z229922	1	Each	\$2,280.00	\$2,280.00	
WP2	Utilities Water Plant, West Tower, Generac, 300KW, Model #SD300, Serial No. 3001877797	1	Each	\$2,000.00	\$2,000.00	
WP3	Utilities Water Plant, North Booster Station, Kohler, 410KW, Model #400RE0ZJB, Serial No. SGM32B9Z3	1	Each	\$2,150.00	\$2,150.00	
WP4	Utilities Water Plant, DTP High Service Pump, Generac, 200KW. Model #3709180100, Serial No. 2075446	1	Each	\$1,800.00	\$1,800.00	

[CUMMINS] RESPONSE DOCUMENT REPORT

Request for Bids - Bi-Annual Maintenance Services Agreement for City-Wide Generators

Page 10

[CUMMINS] RESPONSE DOCUMENT REPORT

NTB No. 2025-5

Bi-Annual Maintenance Services Agreement for City-Wide Generators

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid
WP5	Utilities Water Plant, WTP, Kohler, 1220KW, Model #1250REOZMB, Serial No. 2195395	1	Each	\$3,850.00	\$3,850.00	
WP6	Utilities Water Plant, DTP, Cummins, 400KW, Model #DFEH-7345835, Serial No. F110224553	1	Each	\$2,150.00	\$2,150.00	
24-Hour Emergency Service	24-Hour Emergency Service Hourly Labor Rate charge	1	Each	\$258.00	\$258.00	
TOTAL					\$89,659.00	



City of Edinburg

Purchasing

Criselda Lozano, Purchasing Manager

415 W. University Drive, Edinburg, TX 78541

[DIVINE POWER GROUP] RESPONSE DOCUMENT REPORT

NTB No. 2025-5

Bi-Annual Maintenance Services Agreement for City-Wide Generators

RESPONSE DEADLINE: December 17, 2024 at 3:00 pm

Report Generated: Saturday, March 1, 2025

Divine Power Group Response

CONTACT INFORMATION

Company:

Divine Power Group

Email:

scott@divinepowergrp.com

Contact:

Scott Boddicker

Address:

2521 Emu Parade
New Braunfels, TX 78132

Phone:

(210) 219-4952

Website:

www.divinepowergrp.com

Submission Date:

Dec 16, 2024 12:59 PM (Central Time)

ADDENDA CONFIRMATION

No addenda issued

QUESTIONNAIRE

1. Attach your company's insurance certificate. *

Pass

Please upload a copy of your Certificate of insurance here.

CERTIFICATE_OF_INSURANCE_-DPG_12-16-24.pdf

2. Please fill out and upload the attached specification document.*

Pass

Please download the below documents, complete, and upload.

- [Generator Maintenance Speci...](#)

DPG_-_Generator_Maintenance_Specification.pdf

3. Required Forms

PLEASE FILL OUT GENERAL QUESTIONNAIRE AND UPLOAD HERE *

Pass

Please download the below documents, complete, and upload.

- [GENERAL QUESTIONNAIRE.pdf](#)

DPG-GENERAL_QUESTIONNAIRE.pdf

PLEASE FILL OUT THE LITIGATION DISCLOSURE FORM AND UPLOAD HERE*

Pass

Please download the below documents, complete, and upload.

- [LITIGATION DISCLOSURE FORM.pdf](#)

DPG-LITIGATION_DISCLOSURE_FORM_(2).pdf

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

Pass

Please download the below documents, complete, and upload.

- [CONFLICT OF INTEREST.pdf](#)

DPG-CONFLICT_OF_INTEREST.pdf

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

Pass

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...](#)

DPG-SENATE_BILL_13_VERIFICATION_(1).pdf

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

Pass

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](#)

DPG-HOUSE_BILL_89_VERIFICATION.pdf

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

Pass

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

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

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

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

DPG-SENATE_BILL_19_VERIFICATION.pdf

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

Fail

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...](#)

DPG-CITY_OF_EDINBURG_NONCOLLUSION_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/>.

DPG-CIQ.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

BI-ANNUAL MAINTENANCE SERVICE FOR CITY WIDE GENERATORS

NOTE: BID WILL BE AWARD ON A UNIT PRICE. Note: The City reserves the right to accept or reject bids submitted, waive formalities in bidding, consider each item submitted as a separate bid, award all or individually, whichever may be more advantageous to the City, and to hold the bids for a period of sixty (60) days without taking action thereon.

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid
PW1	Public Works - Generac, 80KW, Model#6996150100 Serial No. 2090344	1	Each	\$2,150.00	\$2,150.00	
PW2	Public works - Kohler, 25KW, Model #20REO2JC, Serial No. 2270866	1	Each	\$2,150.00	\$2,150.00	
CH1	City Hall - Generac 400KW, Model #9867950200, Serial No. 2098589	1	Each	\$3,300.00	\$3,300.00	
CH2	City Hall - Generac, 400KW, Model #9867950200, Serial No. 2098590	1	Each	\$3,298.00	\$3,298.00	
AP1	Airport #1 - Caterpillar, 50KW, Model #D50-2LC, Serial No. CAT00C44JMZT00400	1	Each	\$2,150.00	\$2,150.00	
AP2	Airport #2 - Caterpillar, 60KW, Model #560-4LC, Serial No. CAT00C44TL4T00114	1	Each	\$2,150.00	\$2,150.00	
AP3	Airport #3 - Cummins, 25KW, Model #DSKAB-1401443, Serial No. C140650144	1	Each	\$2,150.00	\$2,150.00	
AP4	Airport #4 - Generac, 250KW, Model #SD250, Serial No. 3002310240	1	Each	\$3,125.00	\$3,125.00	

[DIVINE POWER GROUP] RESPONSE DOCUMENT REPORT
NTB No. 2025-5
Bi-Annual Maintenance Services Agreement for City-Wide Generators

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid
AP5	Airport #5 -Generac, 80KW, Model #SD80, Serial No. 3007393591	1	Each	\$2,150.00	\$2,150.00	
AP6	Airport #6 - Kohler, 300KW, Model # 300REOZJ, Serial No. 33CYGMMD0003	1	Each	\$3,300.00	\$3,300.00	
FS1	Fire Station #1, Onan, 200KW, Model #200.0DFP17RZ15953L, Serial No. E820622078	1	Each	\$3,125.00	\$3,125.00	
FS2	Fire Station #2 - Caterpillar, 40KW, Model #D40-4, Serial No. CAT00C44HNCD00718	1	Each	\$2,150.00	\$2,150.00	
FS3	Fire Station #3 - Caterpillar, 80KW, Model #D80-4, Serial No. CAT00C44HNCE00706	1	Each	\$2,149.00	\$2,149.00	
FS4	Fire Station #4 - Generac, 130KW, Model #5501200100, Serial No. 2084011	1	Each	\$2,400.00	\$2,400.00	
FS5	Fire Station #5 -Kohler, 230KW, Model #230REOZJE, Serial No. GM66100-GA4	1	Each	\$3,123.00	\$3,123.00	
LF1	Landfill - Generac - 500KW, Model #GTS Series, Serial No. 2108838	1	Each	\$4,000.00	\$4,000.00	
LF2	Landfill - Generac - 400KW, Model #SD400, Serial No. 3011980918	1	Each	\$3,300.00	\$3,300.00	
LIB	Library - Generac - 400KW, Model #2206D-E13TAG3, Serial No. 9743011	1	Each	\$3,299.00	\$3,299.00	
PD1	PD #1 - Detroit Diesel, 812KW, Model #800DS4, Serial No. 2010431	1	Each	\$5,123.00	\$5,123.00	

[DIVINE POWER GROUP] RESPONSE DOCUMENT REPORT
NTB No. 2025-5
Bi-Annual Maintenance Services Agreement for City-Wide Generators

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid
PD2	PD #2 - Kohler - 31KW, Model #30REOZK (CP1), Serial No. SGM32L54L	1	Each	\$2,150.00	\$2,150.00	
WWP1	Utilities Waste Water Plant, 2 Basin (Blowers), Cummins, 400KW, Model #DFEH-7345835, Serial No. F110224554	1	Each	\$3,300.00	\$3,300.00	
WWP2	Utilities Waste Water Plant 3&4, Cummins, 350KW, Model #DFEG-1212937, Serial No. 11203944891	1	Each	\$3,299.00	\$3,299.00	
WWP3	Utilities Waste Water Plant, 5 Orbal Clarifiers, Cummins, 600KW, Model #DQCA-2055899, Serial No. J20083400	1	Each	\$5,125.00	\$5,125.00	
WWP4	Utilities Waste Water Plant, 5 Orbal Effluent Pumps, Caterpillar, 750KW, Model #3412, Serial No. 2WJO1601	1	Each	\$5,125.00	\$5,125.00	
WWP5	Utilities Waste Water Plant, Headworks, Inf Pumps, Barscreen, Grit Pumps, Cummins, 800KW, Model #DQFAB3110033, Serial No. C100104648	1	Each	\$5,125.00	\$5,125.00	
WWP6	Utilities Waste Water, Carousel Plant, 1000KW, Model #DQFAD-10258879, Serial No. I120393799	1	Each	\$5,124.00	\$5,124.00	
WWP7	Utilities Waste Water, Lift Station 42, Aksa, 180KW, Model #DCA-70SSIU, Serial No. ROO68428	1	Each	\$3,300.00	\$3,300.00	
WWP8	Utilities Waste Water, Portable Generator, Small Whisper Watt Portable, 56KW, Model #DB-0831I2, Serial No. 7350772	1	Each	\$2,150.00	\$2,150.00	
WWP9	Utilities Waste Water, Portable Generator, Big Whisper Watt Portable, 120KW, Model #DCA-150SSJU4F, Serial No. 7601163	1	Each	\$2,400.00	\$2,400.00	

[DIVINE POWER GROUP] RESPONSE DOCUMENT REPORT
NTB No. 2025-5
Bi-Annual Maintenance Services Agreement for City-Wide Generators

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid
WWP10	Utilities Waste Water Portable Generator New Mobile Generator, Caterpillar,100KW, Model #XQ125, Serial No. CATXQ125HCK500948	1	Each	\$2,400.00	\$2,400.00	
WWP11	Utilities Waste Water Portable Generator, Caterpillar, 100KW, Model #XQ125, Serial No. CATXQ125ECK500949	1	Each	\$2,400.00	\$2,400.00	
WWP12	Utilities Waste Water Portable Generator New Engine Light Tower LT1, Generac,20KW, Model #MLT4200IVF4, Serial No. 3011257793	1	Each	\$2,150.00	\$2,150.00	
WWP13	Utilities Waste Water Portable Generator New Mobile Generator GEN1, Generac, 120/140KW, Model #MDG175, Serial No. 3011262396	1	Each	\$2,400.00	\$2,400.00	
WWP14	Utilities Waste Water Portable Generator New Mobile Generator GEN2, Generac, 120/140KW, Model #MDG175, Serial No. 3011262398	1	Each	\$2,400.00	\$2,400.00	
WWP15	Utilities Waste Water Portable Generator New Mobile Generator GEN3, Generac, 120/140KW, Model #MDG175, Serial No. 3011262393	1	Each	\$2,400.00	\$2,400.00	
WWP16	Utilities Waste Water Portable Generator New Mobil Generator GEN4, Generac, 120/140KW, Model #MDG175, Serial No. 301162394	1	Each	\$2,400.00	\$2,400.00	
WWP17	Utilities Waste Water Portable Generator New Mobile Generator GEN5, Generac, 120/140KW, Model #MDG175, Serial No. 3011262392	1	Each	\$2,400.00	\$2,400.00	

[DIVINE POWER GROUP] RESPONSE DOCUMENT REPORT
NTB No. 2025-5
Bi-Annual Maintenance Services Agreement for City-Wide Generators

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid
WWP18	Utilities Waste Water Portable Generator New Mobile Generator GEN6, Generac, 120/140KW, Model #MDG175, Serial No. 3011262399	1	Each	\$2,400.00	\$2,400.00	
WWP19	Utilities Waste Water Portable Generator New Mobile Generator GEN7, Generac, 120/140KW, Model #MDG175, Serial No. 3011262397	1	Each	\$2,400.00	\$2,400.00	
WWP20	Utilities Waste Water Portable Generator New Mobile Generator GEN8, Generac, 120/140KW, Model #MDG175, Serial No. 3011262395	1	Each	\$2,400.00	\$2,400.00	
WP1	Utilities Water Plant, West Booster Station, Caterpillar, 500KW, Model #SR4B, Serial No. 81Z229922	1	Each	\$4,000.00	\$4,000.00	
WP2	Utilities Water Plant, West Tower, Generac, 300KW, Model #SD300, Serial No. 3001877797	1	Each	\$3,300.00	\$3,300.00	
WP3	Utilities Water Plant, North Booster Station, Kohler, 410KW, Model #400RE0ZJB, Serial No. SGM32B9Z3	1	Each	\$3,300.00	\$3,300.00	
WP4	Utilities Water Plant, DTP High Service Pump, Generac, 200KW. Model #3709180100, Serial No. 2075446	1	Each	\$3,300.00	\$3,300.00	
WP5	Utilities Water Plant, WTP, Kohler, 1220KW, Model #1250RE0ZMB, Serial No. 2195395	1	Each	\$5,125.00	\$5,125.00	
WP6	Utilities Water Plant, DTP, Cummins, 400KW, Model #DFEH-7345835, Serial No. F110224553	1	Each	\$3,299.00	\$3,299.00	

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid
24-Hour Emergency Service	24-Hour Emergency Service Hourly Labor Rate charge	1	Each	\$247.50	\$247.50	
TOTAL					\$140,411.50	

THE STATE OF TEXAS §
COUNTY OF HIDALGO §
SERVICE CONTRACT §

**AGREEMENT BETWEEN THE CITY OF
EDINBURG AND WAUKESHA-PEARCE
INDUSTRIES FOR BI-ANNUAL
MAINTENANCE SERVICES FOR CITY-
WIDE GENERATORS**

The **City of Edinburg** (hereinafter called "City"), and Waukesha-Pearce Industries, (herein called "Contractor"), are parties to this Agreement for Generator Maintenance Services that will be utilized throughout the City.

RECITALS

WHEREAS, the City desires to engage the Vendor for certain services and to provide all labor, materials and equipment necessary to perform work as described in Exhibit A, and

WHEREAS, Contractor represents that it has the knowledge, ability, and personnel to properly provide concrete services needed by the City;

NOW, THEREFORE, the City and Contractor do mutually agree as follows:

**SECTION I
EMPLOYMENT OF CONTRACTOR**

City agrees to employ Contractor to provide the following basic services as stated in the following sections and upon receipt of such satisfactory services, City agrees to pay Contractor as stated in the sections to follow.

**SECTION II
SERVICES OF CONTRACTOR**

A. The Contractor agrees to provide Generator Maintenance Services throughout the city; at his/her (it's or their) own proper cost and expense to furnish all the labor, insurance and other accessories and services necessary to complete the said tasks in accordance with the conditions and prices stated in Exhibits "A & C" Scope of Works and Notice to Bids and Bid Form pertaining to Bid #2025-5

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

TIME OF PERFORMANCE

The Contractor shall perform services as identified in Exhibit "A & C". Work shall commence upon request of the City by Purchase Order and shall be completed during the course of the City's fiscal years 2024-2025 through 2025-2026 with the contract terminating one year from the date of award of bid. The City reserves the right to extend the contract for (2) Two additional years in one-year increments if the unit prices remain firm and the performance is satisfactory.

SECTION IV

STANDARD OF PERFORMANCE

A. Contractor shall perform the Services described in Exhibits "A".

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

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

D. Contractor 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.

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

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

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

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

SECTION V

TERMS OF PAYMENT

City agrees to pay Contractor for services herein contracted for as follows:

- A. Payment for basic services shall be upon receipt of invoice by City. Invoice shall be submitted to City upon completion and inspection of each project in accordance with the contract Documents in **Unit Price** amounts
- B. Except as specifically authorized by City in writing, Contractor shall not bill City for duplicate services performed by more than one person. Contractor and City acknowledge and agree that compensation paid by City to Contractor under this Agreement is based upon Contractor's estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Contractor. Consequently, the parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Contractor and its employees, agents, and subcontractors may be eligible. City therefore has no responsibility for such contributions beyond compensation required under this Agreement.
- 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 Contractor's conduct in the performance or furnishing of Services, or City has incurred costs, losses, or damages resulting from Contractor's conduct in the performance or furnishing of Services, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, and non-compliance with Laws and Regulations;

- b. Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with Services and related work;
- c. Contractor has failed to provide and maintain required insurance;
- d. City has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;
- e. City has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;
- f. Any Services are defective, requiring correction or replacement;
- g. City has been required to correct defective Services or has accepted defective Services;
- h. Liens have been filed in connection with the Services; or
- i. Other items entitle City to a set-off against the payment amount.

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

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

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

E. Invoice shall be completed and processed in accordance with City regulations. Contractor shall submit Applications for Payment in accordance with the City policies. Application for Payment will be processed by the Department of Public Works. Payment terms shall be net thirty (30) days from receipt of invoice.

F. The City may, at any time, request Contractor to make changes within the scope of the Services or to perform extra work. If any request by the City for a change or extra work causes an increase or decrease in the cost or the time required for performance of the work, or any change to this Agreement, Contractor shall, within fourteen (14) days from the date it receives the City's request, 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 governing body of the City must approve any change orders, pursuant to the City's Code of ordinances and policies and procedures and any other applicable laws of this State, before making the changes. The City will not be liable for any costs incurred by Contractor from performance of a change or extra work prior to issuance of a change order to this Agreement.

G. 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.

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

SECTION VI

NO DAMAGE FOR DELAY

In the event of any delay, not the fault of the Contractor, the Contractor shall be entitled to an extension of time for completion only, and shall not be entitled to any additional payment on account of such delay.

SECTION VII

DUTY TO COORDINATE AMONG SEPARATE PRIME CONTRACTORS

The City reserves the right to engage separate contractors ("Third Party Contractors") to perform aspects of the Project other than the Work under this Agreement. In such case, Contractor shall coordinate sequence and schedule its work together and in cooperation with such Third Party Contractors. In the event of any difficulties caused by any such Third Party Contractors, Contractor shall look solely for relief to such Third Party Contractors and shall not make claim against City.

SECTION VIII

ASSIGNMENT

No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation monies that may become due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to

the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

SECTION IX NON-APPROPRIATIONS

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

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

Furthermore, execution of this contract does not automatically guarantee a renewal of contract upon expiration.

SECTION X MINIMUM INSURANCE REQUIREMENTS

In accordance with City ordinances, Contractor shall be required to hold the following minimum insurance coverage throughout the duration of this Agreement:

- A. Workers Compensation-
In accordance with the State statute
- B. Employer's Liability
 - Bodily Injury by Accident: \$100,000 each accident
 - Bodily Injury by Disease: \$100,000 each employee
 - \$500,000 policy limits
- C. 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
- D. Comprehensive Auto Liability
 - Bodily Injury \$250,000 each person
 - \$500,000 each occurrence
 - Property Damage \$100,000 each occurrence
 - \$100,000 each aggregate
 - or- \$500,000 combined single limits
- E. City's Protective Liability
 - Bodily Injury \$250,000 each person

	\$500,000 each occurrence
<u>Property Damage</u>	\$100,000 each occurrence
	\$100,000 each aggregate

-or- \$500,000 combined single limits

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 Contractor 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 Contractor, 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 Contractor 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 Contractor.

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, Contractor shall deliver evidence reasonably acceptable to City showing that such insurance is in full force and effect.

I. Contractor hereby agrees as follows:

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

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

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

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

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

SECTION XI

TERMINATION OF CONTRACT

A. City may terminate this Agreement upon giving 30 days' prior written notice thereof to Contractor. 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 Contractor breach or violate any of the provisions of this Agreement.

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

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

D. The City reserves the right to suspend work on the Services, with or without cause, in whole or in part, upon giving notice to Contractor. Contractor shall resume the Services so suspended when directed to do so by the City. The City shall have no liability to Contractor except for charges for Services performed by Contractor and accepted by the City prior to receipt of notice of suspension of Services. If only a portion of the Services are suspended, Contractor shall be compensated only for Services of which are not suspended and are actually performed during such suspension.

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

SECTION 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 Section IX 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 State courts located in Hidalgo County, Texas.

B. In the event of any litigation between the parties, the City shall be entitled to its attorneys' fees, costs, and expenses.

SECTION XIV **INDEMNIFICATION**

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

B. Contractor agrees to assist City in defense of claims or litigation brought against the City related to this project, including any claims related to design or any other services provided by Contractor regarding this agreement.

SECTION XV **LIMITATION OF LIABILITY**

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

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

SECTION 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 Contractor:

1381 Wald Road
New Braunfels, TX 78132
Attn: Robert Syzdek

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 Contractor each bind themselves, their partners, successors, executors, administrators, and assigns to the other party of the Agreement in respect to all covenants of this Agreement. Neither City nor Contractor shall assign, sublet, or transfer interest in

this Agreement without written consent of the other.

SECTION 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 of the other Contract Documents, 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 the City, in any one or more instances (i) in exercising any power, right, or remedy under this Agreement or (ii) in insisting upon the strict performance by Contractor of its covenants, obligations, or agreements under this Agreement, shall operate as a waiver, discharge, or invalidation thereof, nor shall any single or partial exercise of any such right, power, or remedy or insistence on strict performance, or any abandonment or discontinuance of steps to enforce such a right, power, or remedy or to enforce strict performance, preclude any other or future exercise thereof or insistence thereupon or the exercise of any other right, power, or remedy. The covenants, obligations, and agreements of Contractor and the rights and remedies of the City upon a default shall continue and remain in full force and effect with respect to any subsequent breach, act, or omission.

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

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

Waukesha-Pearce Industries

BY: _____
Robert Syzdek
Product Support Rep - PowerGen
1381 Wald Road
New Braunfels, TX 78132
Phone: (830) 359-7260
Call Center: (855)723-1050
Email: robert.syzdek@wpi.com

Attachments: Exhibit "A" Scope of Work (Maintenance Agreement)
Exhibit "B" Certificate of Insurance
Exhibit "C" Bid 2025-5 Notice to Bidders and Bid Form

EXHIBIT "A" TO AGREEMENT BETWEEN THE CITY OF EDINBURG AND WAUKESHA-PEARCE INDUSTRIES FOR BI-ANNUAL MAINTENANCE FOR SERVICES FOR CITY-WIDE GENERATORS
EXHIBIT "A" SCOPE OF WORK

This project includes the Bi-Annual Maintenance Services for City Wide Generators of items listed below. (These specifications will supersede the written specifications in case of a conflict.)

Line Item	Description (WAUKESHA - PEARCE)	Quantity	Unit of Measure	Total Cost
PW1	Public Works - Generac, SOKW, Modell/6996150100 Serial No. 2090344	1	Each	\$1,171.01
PW2	Public works - Kohler, 2SKW, Model 1120RE02JC, Serial No. 2270866	1	Each	\$988.48
CH1	City Hall - Generac 400KW, Model #9867950200, Serial No. 2098589	1	Each	\$1,915.54
CH2	City Hall - Generac, 400KW, Model #9867950200, Serial No. 2098590	1	Each	\$1,915.54
AP1	Airport #1 - Caterpillar, 50KW, Model #D50-2LC, Serial No. CATOOC44JMZT00400	1	Each	\$1,151.35
AP2	Airport 112 • Caterpillar, 60KW, Model #S60-4LC, Serial No. CATOOC44TI4T00114	1	Each	\$1,268.89
AP3	Airport #3 - Cummins, 25KW, Model tIDSKAB-1401443, Serial No. C140650144	1	Each	\$1,197.27
AP4	Airport #4 - Generac, 250KW, Model IISD250, Serial No. 3002310240	1	Each	\$1,642.12
AP5	Airport #5 -Generac, SOKW, Model NSDSO, Serial No. 3007393591	1	Each	\$1,227.98
AP6	Airport #6 - Kohler, 300 KW,Model 300REOZJ, Serial No. 33CYGMMD0003	1	Each	\$1,721.60
FS1	Fire Station N/, Onan, 200KW, Model #200.0DFP17RZ15953I, Serial No. E820622078	1	Each	\$1,836.82
FS2	Fire Station #12 - Caterpillar, 40KW, Model t/040-4, Serial No. CATOOC44HNCD00718	1	Each	\$1,076.68
FS3	Fire Station tt3 -Caterpillar, SOKW, Model 1#080-4, Serial No. CATOOC44HNCE00706	1	Each	\$1,134.89
FS4	Fire Station 114 - Generac, 130KW, Model #5501200100, Serial No. 2084011	1	Each	\$1,294.87
FS5	Fire Station #5 -Kohler, 230KW, Model #230REOZJE, Serial No. GM66100-GA4	1	Each	\$1,425.33
LF1	landfill - Generac- 500KW, Model #GTS Series, Serial No. 2108838	1	Each	\$1,574.20
LF2	Landfill - Generac - 400KW, Model #SD400, Serial No. 3011980918	1	Each	\$1,748.60
LIB	Library-Generac -400KW, Model #2206D-E13TAG3, Serial No. 9743011	1	Each	\$1,830.87
PDI	PD III - Detroit Diesel, 812KW, Model #800DS4, Serial No. 2010431	1	Each	\$3,098.45
PD2	PD #2 - Kohler - 31KW, Model #30RE02K (CPI), Serial No. SGM32L54L	1	Each	\$916.04

EXHIBIT "A" TO AGREEMENT BETWEEN THE CITY OF EDINBURG AND WAUKESHA-PEARCE INDUSTRIES FOR BI-ANNUAL MAINTENANCE FOR SERVICES FOR CITY-WIDE GENERATORS
cont.

Line Item	Description (WAUKESHA - PEARCE)	Quantity	Unit of Measure	Total Cost
WWP1	Utilities Waste Water Plant, 2 Basin (Blowers), Cummins, 400KW, Model #DFEH-7345835, Serial No. F110224554	1	Each	\$1,994.05
WWP2	Utilities Waste Water Plant 3&4, Cummins, 3SOKW, Model ttDFEG-1212937, Serial No. 11203944891	1	Each	\$1,891.85
WWP3	Utilities Waste Water Plant, 5 Orbal Clarifiers, Cummins, 600KW, Model #DQCA-2055899, Serial No. J20083400	1	Each	\$2,889.03
WWP4	Utilities Waste Water Plant, 5 Orbal Effluent Pumps, Caterpillar, 750KW, Model #3412, Serial No. 2WJ01601	1	Each	\$2,684.42
WWP5	Utilities Waste Water Plant, Headworks, Inf Pumps, Barscreen, Grit Pumps, Cummins, SOKW, Model #DQFAB3110033, Serial No. C100104648	1	Each	\$3,395.25
WWP6	Utilities Waste Water, Carousel Plant, 1000KW, Model #DQFAD-10258879, Serial No. 1120393799	1	Each	\$4,503.45
WWP7	Utilities Waste Water, Lift Station 42, Aksa, 180KW, Model #DCA-70SSIU, Serial No. R0068428	1	Each	\$1,387.45
WWP8	Utilities Waste Water, Portable Generator, Small Whisper Watt Portable, S6KW, Model #08-083112, Serial No. 7350772	1	Each	\$997.75
WWP9	Utilities Waste Water, Portable Generator, Big Whisper Watt Portable, 120KW, Model #DCA-1SOSSJU4F, Serial No. 7601163	1	Each	\$1,267.25
WWP10	Utilities Waste Water Portable Generator New Mobile Generator, Caterpillar, 100KW, Model #XQ125, Serial No. CATXQ125HCK500948	1	Each	\$1,401.33
WWP11	Utilities Waste Water Portable Generator, Caterpillar, 100KW, Model #XQ125, Serial No. CATXQ125ECKS00949	1	Each	\$1,401.33
WWP12	Utilities Waste Water Portable Generator New Engine Light Tower LTI, Generac, 20KW, Model IIMLT4200IVF4, Serial No. 3011257793	1	Each	\$1,032.22
WWP13	Utilities Waste Water Portable Generator New Mobile Generator GEN1, Generac, 120/140KW, Model ttMDG175, Serial No. 3011262396	1	Each	\$1,274.49
WWP14	Utilities Waste Water Portable Generator New Mobile Generator GEN2, Generac, 120/140KW, Model #MDG175, Serial No. 3011262398	1	Each	\$1,274.49
WWP15	Utilities Waste Water Portable Generator New Mobile Generator GEN3, Generac, 120/140KW, Model #MDG175, Serial No. 3011262393	1	Each	\$1,274.49
WWP16	Utilities Waste Water Portable Generator New Mobil Generator GEN4, Generac, 120/140KW, Model #MDG175, Serial No. 301162394	1	Each	\$1,274.49

EXHIBIT "A" TO AGREEMENT BETWEEN THE CITY OF EDINBURG AND WAUKESHA-PEARCE INDUSTRIES FOR BI-ANNUAL MAINTENANCE FOR SERVICES FOR CITY-WIDE GENERATORS
cont.

Line Item	Description (WAUKESHA - PEARCE)	Quantity	Unit of Measure	Total Cost
WWP17	Utilities Waste Water Portable Generator New Mobile Generator GENS, Generac, 120/140KW, Model #MDG175, Serial No. 3011262392	1	Each	\$1,274.49
WWP18	Utilities Waste Water Portable Generator New Mobile Generator GENG, Generac, 120/140KW, Model #MDG175, Serial No. 3011262399	1	Each	\$1,274.49
WWP19	Utilities Waste Water Portable Generator New Mobile Generator GEN7, Generac, 120/140KW, Model #MDG175, Serial No. 3011262397	1	Each	\$1,274.49
WWP20	Utilities Waste Water Portable Generator New Mobile Generator GENS, Generac, 120/140KW, Model #MDG175, Serial No. 3011262395	1	Each	\$1,274.49
WP21	Utilities Water Plant, West Booster Station, Caterpillar, 500KW, Model #SR4B, Serial No. 812229922	1	Each	\$2,672.15
WP22	Utilities Water Plant, West Tower, Generac, 300KW, Model #SD300, Serial No. 3001877797	1	Each	\$1,721.68
WP23	Utilities Water Plant, North Booster Station, Kohler, 410KW, Model #400REOZJB, Serial No. SGM32B9Z3	1	Each	\$2,198.95
WP24	Utilities Water Plant, DTP High Service Pump, Generac, 200KW, Model #3709180100, Serial No. 2075446	1	Each	\$1,914.05
WP25	Utilities Water Plant, WTP, Kohler, 1220KW, Model #1250REOZMB, Serial No. 2195395	1	Each	\$4,582.52
WP26	Utilities Water Plant, DTP, Cummins, 400KW, Model #DFEH-7345835, Serial No. F110224553	1	Each	\$2,115.75
Total Cost				
24-Hour Emergency Service	24-Hour Emergency Service Hourly Labor Rate charge	Quantity	Unit of Measure	HRLY RATE
		1	Each	\$ 198.00

EXHIBIT “A” TO AGREEMENT BETWEEN THE CITY OF EDINBURG AND WAUKESHA-PEARCE INDUSTRIES FOR BI-ANNUAL MAINTENANCE FOR SERVICES FOR CITY-WIDE GENERATORS cont.

The services will be rendered during normal business hours of 8:00 a.m. and 5:00 p.m. Monday through Friday, excluding holidays.

The number of regularly scheduled maintenance trips in a Calendar year will be (2) per year, Bi-Annually.

Visually inspect the site and equipment

Gas Engine – inspect and adjust ignition system, and plugs

Diesel Engine – inspect injection system and pump

Inspect fuel system including day tank, (if applicable)

Replace (standby applications only) engine fuel filters annually, (if applicable) using recommended OEM parts furnished at location by Service Provider

Inspect and clean as needed dry type air cleaner element, or clean and refill oil bath type air cleaner using recommended OEM oil furnished at location by Service Provider

Check block heater operation

Inspect cooling system for pressure leaks, verify antifreeze protection to a strength of 50% antifreeze and 50% water

Replace coolant filter, (if applicable) using recommended OEM Parts furnished at location by Service Provider

Grease accessory drives and/or generator as necessary

**EXHIBIT “A” TO AGREEMENT BETWEEN THE CITY OF EDINBURG AND
WAUKESHA-PEARCE INDUSTRIES FOR BI-ANNUAL MAINTENANCE FOR
SERVICES FOR CITY-WIDE GENERATORS cont.**

Inspect and adjust engine fan belts as necessary

Inspect engine exhaust system for leaks or corrosion;
check condensation trap and muffler condition

Check oil level, start unit, warm up and check and record oil pressure

Inspect starting system including batteries, cables, battery
charger, alternator and record battery specific gravity reading

Inspect engine and generator control functions and time delays as applicable

Inspect all instruments for proper operation

Adjust frequency and voltage as required

Inspect and clean, (if applicable) generator slip rings and brushes

Inspect automatic switch(s) for proper operation which includes:
time delays and exercisers where possible

Test run generator, loaded where possible and record readings

Change all lube oil and applicable filter elements annually, using
recommended OEM lube oil furnished at location by Service Provider

Fill antifreeze as needed (as associated with normal evaporation/loss),
using recommended OEM, furnished at location by Service Provider

**EXHIBIT “A” TO AGREEMENT BETWEEN THE CITY OF EDINBURG AND
WAUKESHA-PEARCE INDUSTRIES FOR BI-ANNUAL MAINTENANCE FOR
SERVICES FOR CITY-WIDE GENERATORS cont.**

Provide a written report after each inspection or repair call detailing
any conditions found and advising further service required, in any,
to promote operating dependability of the system

Perform 2 hour load bank testing, and provide written report to customer
annually

Vendor will provide 24-HOUR EMERGENCY SERVICE at an Hourly Labor Rate of \$198.00

EXHIBIT “A” OF THE AGREEMENT BETWEEN THE CITY OF EDINBURG AND WAUKESHA PEARCE INDUSTRIES FOR BI-ANNUAL MAINTENANCE FOR SERVICES FOR CITY-WIDE GENERATORS:

EXHIBIT “A” SPECIFICATIONS

Please read your specifications thoroughly and be sure that the Service Specification offered complies with all requirements. Any variations from the specifications must be clearly indicated on item specification sheet and covered by letter attached to and made a part of your bid. Do Not fill in the blank with "as specified", "available", "standard", "yes", or "ok". If no exceptions are noted and you are the successful bidder, it will be required that the Service Maintenance must be furnished as specified.

**TWO (2) PREVENTIVE SERVICE MAINTENANCE WITH ONE (1) TWO HOUR
LOAD BANK TEST**

<u>MINIMUM REQUIREMENTS</u>	<u>TO BE FILLED OUT BY BIDDER</u>
The services will be rendered during normal business hours of 8:00 a.m. and 5:00 p.m. Monday through Friday, excluding holidays.	_____
The number of regularly scheduled maintenance trips in a Calendar year will be (2) per year, Bi-Annually.	_____
Visually inspect the site and equipment	_____
Gas Engine – inspect and adjust ignition system, and plugs	_____
Diesel Engine – inspect injection system and pump	_____
Inspect fuel system including day tank, (if applicable)	_____
Replace (standby applications only) engine fuel filters annually, (if applicable) using recommended OEM parts furnished at location by Service Provider	_____

EXHIBIT “A” OF THE AGREEMENT BETWEEN THE CITY OF EDINBURG AND WAUKESHA PEARCE INDUSTRIES FOR BI-ANNUAL MAINTENANCE FOR SERVICES FOR CITY-WIDE GENERATORS:

EXHIBIT “A” SPECIFICATIONS cont.

MINIMUM REQUIREMENTS

TO BE FILLED OUT BY BIDDER

Inspect and clean as needed dry type air cleaner element,
or clean and refill oil bath type air cleaner using
recommended OEM oil furnished at location by Service Provider

Check block heater operation

Inspect cooling system for pressure leaks, verify
antifreeze protection to a strength of 50% antifreeze and 50% water

Replace coolant filter, (if applicable) using recommended OEM
Parts furnished at location by Service Provider

Grease accessory drives and/or generator as necessary

Inspect and adjust engine fan belts as necessary

Inspect engine exhaust system for leaks or corrosion;
check condensation trap and muffler condition

Check oil level, start unit, warm up and check and record oil pressure

Inspect starting system including batteries, cables, battery
charger, alternator and record battery specific gravity reading

Inspect engine and generator control functions and time delays as applicable

Inspect all instruments for proper operation

Adjust frequency and voltage as required

Inspect and clean, (if applicable) generator slip rings and brushes

EXHIBIT "A" OF THE AGREEMENT BETWEEN THE CITY OF EDINBURG AND WAUKESHA PEARCE INDUSTRIES FOR BI-ANNUAL MAINTENANCE FOR SERVICES FOR CITY-WIDE GENERATORS:

EXHIBIT "A" SPECIFICATIONS cont.

MINIMUM REQUIREMENTS

TO BE FILLED OUT BY BIDDER

Inspect automatic switch(s) for proper operation which includes:

time delays and exercisers where possible

Test run generator, loaded where possible and record readings

Change all lube oil and applicable filter elements annually, using recommended OEM lube oil furnished at location by Service Provider

Fill antifreeze as needed (as associated with normal evaporation/loss), using recommended OEM, furnished at location by Service Provider

Provide a written report after each inspection or repair call detailing any conditions found and advising further service required, in any, to promote operating dependability of the system

Perform 2 hour load bank testing, provide written report to customer annually

24-HOUR EMERGENCY SERVICE:

Vendor will provide an Hourly Labor Rate charge or a Labor Rate Sheet for 24-hour emergency service

Vendor must have a location within 25 miles of City of Edinburg City Limits
Provide physical address of business location

**EXHIBIT “B” OF THE AGREEMENT BETWEEN THE CITY OF EDINBURG AND
WAUKESHA PEARCE INDUSTRIES FOR BI-ANNUAL MAINTENANCE FOR
SERVICES FOR CITY-WIDE GENERATOR**

EXHIBIT “B” CERTIFICATE OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

4/1/2025

DATE (MM/DD/YYYY)
11/25/2024

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	Lockton Companies, LLC DBA as Lockton Insurance Brokers, LLC in CA CA license #0F15767 3657 Briarpark Dr., Ste. 700 Houston TX 77042 (866) 260-3538	CONTACT NAME:	Katherine Marona	
		PHONE (A/C, No, Ext):	(713) 458-5489	FAX (A/C, No):
		E-MAIL ADDRESS:	KMarona@lockton.com	
		INSURER(S) AFFORDING COVERAGE	NAIC #	
		INSURER A:	ACE American Insurance Company	22667
		INSURER B:	ACE Property and Casualty Insurance Company	20699
		INSURER C:	Indemnity Insurance Co of North America	43575
		INSURER D:	Gemini Insurance Company	10833
		INSURER E:		
		INSURER F:		

COVERAGES CERTIFICATE NUMBER: 21106245 REVISION NUMBER: XXXXXXXX

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:	Y	Y	HDO G48912734	4/1/2024	4/1/2025	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
A D	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	Y	Y	ISA H10764804 GVE100309402	4/1/2024 4/1/2024	4/1/2025 4/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$	Y	Y	G7251449A 004	4/1/2024	4/1/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ XXXXXXXX
C 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 N	Y	WLR C54511693 (AOS) WLR C54511796 (AK/AZ/CA)	4/1/2024 4/1/2024	4/1/2025 4/1/2025	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000

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

THIS CERTIFICATE SUPERSEDES ALL PREVIOUSLY ISSUED CERTIFICATES FOR THIS HOLDER, APPLICABLE TO THE CARRIERS LISTED AND THE POLICY TERM(S) REFERENCED.

CERTIFICATE HOLDER

CANCELLATION See Attachment

21106245 CITY OF EDINBURG PO BOX 1079 EDINBURG TX 78541	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

All policies (except Workers' Compensation/EL) include a blanket automatic additional insured [provision] that confers additional insured status to the certificate holder only if there is a written contract between the named insured and the certificate holder that requires the named insured to name the certificate holder as an additional insured. In the absence of such a contractual obligation on the part of the named insured, the certificate holder is not an additional insured under the policy.

All policies include a blanket automatic waiver of subrogation endorsement [provision] that provides this feature only when there is a written contract between the named insured and the certificate holder that requires it. In the absence of such a contractual obligation on the part of the named insured, the waiver of subrogation feature does not apply.

All policies (except Workers' Compensation/EL) contain a special endorsement with "primary and noncontributory" wording.

The Umbrella Liability policy includes the General Liability, Automobile Liability and Employer's liability policies in the underlying schedule.

**EXHIBIT "C" OF THE AGREEMENT BETWEEN THE CITY OF EDINBURG AND
WAUKESHA PEARCE INDUSTRIES FOR BI-ANNUAL MAINTENANCE FOR
SERVICES FOR CITY-WIDE GENERATOR**

EXHIBIT "C" NOTICE TO BIDDERS AND BID FORMS

REQUEST FOR BIDS
2025-5
BI-ANNUAL MAINTENANCE SERVICES AGREEMENT FOR CITY-
WIDE GENERATORS

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



RELEASE DATE: November 27, 2024

DEADLINE FOR QUESTIONS: December 9, 2024

RESPONSE DEADLINE: December 17, 2024, 3:00 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

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

City of Edinburg
REQUEST FOR BIDS

Bi-Annual Maintenance Services Agreement for City-Wide Generators

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

Attachments:

A - Sample CONTRACT_AGREEMENT_-_Generator_Maintenance_

B - Rules for Electronic Bidding

C - City Wide Generator 2025 (1)

1. Introduction

1.1. Summary

The City of Edinburg is soliciting sealed bids for the Bi-Annual Preventive Maintenance Services agreement for City-Wide generators as per the specifications listed below.

1.2. Background

Preventive Maintenance Service for Generators City-Wide.

The City owns and operates Forty-Six (46) Generators at Seventeen (17) different locations throughout the city.

1.3. Contact Information

Vincent Romero

Director of Public Works

1201 N. Doolittle

Edinburg, TX 78539

Email: vromero@cityofedinburg.com

Phone: [\(956\) 388-8210](tel:(956)388-8210)

Department:

Public Works

Department Head:

Vincent Romero

Public Works Director

1.4. Timeline

Release Project Date	November 27, 2024
Pre-Proposal Meeting (Non-Mandatory)	December 5, 2024, 10:00am Join Zoom Meeting https://cityofedinburg.zoom.us/j/87586379063?pwd=aYpY1VCqy5Xn4Tu8lWJRtjLLr7lOs0.1 Meeting ID: 875 8637 9063 Passcode: 196313
Question Submission Deadline	December 9, 2024, 3:00pm

Request for Bids #2025-5

Title: Bi-Annual Maintenance Services Agreement for City-Wide Generators

Proposal Submission Deadline	December 17, 2024, 3:00pm
-------------------------------------	---------------------------

2. Legal Notice

2.1. Notice to Bidders

The City of Edinburg is soliciting sealed bids from qualified vendors for the Bi-Annual Maintenance Services Agreement for City-Wide Generators.

Sealed Bids should be submitted electronically or received by the City Secretary's Office no later than:
3:00 pm, Tuesday, December 17, 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, December 17, 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. 2025-5" 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 3:00 pm Monday, December 9, 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 Bi-Annual Maintenance Services Agreement for City-Wide Generators 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 Bi-Annual Maintenance Services Agreement for City-Wide Generators 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 SPECIFICATIONS

TWO (2) PREVENTIVE SERVICE MAINTENANCE WITH ONE (1) TWO-HOUR LOAD BANK TEST

- A. The City shall enter into a 12-month service contract with the successful bidder.
- B. The Contract shall be awarded for a period of (1) one years from the date of award of the contract ("Initial Contract Period") The City reserves the right to extend this contract for Two (2) additional years in One (1) year increments, if the performance of the successful vendor is satisfactory and the unit prices remain unchanged.
- C. The Bid will be awarded to the lowest responsible bidder meeting specifications.
- D. The City reserves the right to award this bid on a "Per Item" basis.
- E. The successful vendor shall assume responsibility for the satisfactory performance of the product (s) delivered.

4.2. MINIMUM REQUIREMENTS

- The services will be rendered during normal business hours of 8:00 a.m. and 5:00 p.m. Monday through Friday, excluding holidays.
- The number of regularly scheduled maintenance trips in a Calendar year will be (2) per year, Bi-Annually
- Visually inspect the site and equipment
- Gas Engine – inspect and adjust the ignition system and plugs
- Diesel Engine – inspect injection system and pump
- Inspect the fuel system including the day tank, (if applicable)
- Replace (standby applications only) engine fuel filters annually, (if applicable) using recommended OEM parts furnished at the location by Service Provider
- Inspect and clean as needed dry type air cleaner element, or clean and refill oil batch type air cleaner using recommended OEM oil furnished at location by Service Provider.
- Check block heater operation
- Inspect cooling system for pressure leaks, verify antifreeze protection to a strength of 50% antifreeze and 50% water

- Replace the coolant filter, (if applicable) using recommended OEM Parts furnished at a location by Service Provider
- Grease accessory drives and/or generators as necessary
- Inspect and adjust engine fan belts as necessary
- Inspect the engine exhaust system for leaks or corrosion; check the condensation trap and muffler condition
- Check the oil level, start the unit, warm up, and check and record the oil pressure
- Inspect starting system including batteries, cables, battery charger, alternator, and record battery-specific gravity reading
- Inspect engine and generator control functions and time delays as applicable
- Inspect all instruments for proper operation
- Adjust frequency and voltage as required
- Inspect and clean, (if applicable) generator slip rings and brushes
- Inspect automatic switch(s) for the proper operation which includes: time delays and exercisers where possible
- Test run generator, loaded where possible, and record readings
- Change all lube oil and applicable filter elements annually, using recommended OEM lube oil furnished at a location by Service Provider
- Fill antifreeze as needed (as associated with normal evaporation/loss), using recommended OEM, furnished at a location by Service Provider
- Provide a written report after each inspection or repair call detailing any conditions found and advising further service required, in any, to promote the operating dependability of the system
- Perform 2-hour load bank testing, provide a written report to customer annually

4.3. 24-HOUR EMERGENCY SERVICE

- The vendor will provide an Hourly Labor Rate charge or a Labor Rate Sheet for 24-hour emergency service
- The vendor must have a location within 25 miles of the City of Edinburg City Limits
- Provide the physical address of the business location

4.4. SERVICE LOCATION:

Airport (6 Generators)

1300 E. FM 490

Edinburg, Texas 78542

Public Works (2 Generators)

1201 N. Doolittle Road

Edinburg, Texas 78541

Utilities/Water Plant (1 Generator)

North Booster Station

4724 North Highway 281

Edinburg, Texas 78542

Library (1 Generator)

1906 S Closner Blvd.

Edinburg, Texas 78539

Utilities/Systems (11 Generators)

1201 N. Doolittle Road

Edinburg, Texas 78541

City Hall (2 Generators)

415 W University

Edinburg, Texas 78541

Fire Station 1 (1 Generators)

212 W McIntyre Street

Edinburg, Texas 78541

Fire Station 2 (1 Generators)

602 West Canton Road

Edinburg, Texas 78539

Fire Station 3 (1 Generators)

1221 East University Drive

Edinburg, Texas 78539

Fire Station 4 (1 Generators)

315 Matthew

Edinburg, Texas 78539

Fire Station 5 (1 Generators)

800 East Davis Road

Edinburg, Texas 78539

Solid Waste Management / Landfill (2 Generators)

8601 N. Jasman Road

Edinburg, Texas 78541

Utilities/Water Plant (3 Generators)

1752 S. Mon Mack Road

Edinburg, Texas 78539

Utilities/Water Plant (2 Generators)

Down Town Plant

500 E Mahl Street

Edinburg, Texas 78539

Utilities/Wastewater Treatment (9 Generators)

1202 N. "M" Road

Edinburg, Texas 78541

Police Department (2 Generators)

1702 S Closner Blvd.

Edinburg, Texas 78539

5. Vendor Questionnaire

5.1. Attach your company's insurance certificate. *

Please upload a copy of your Certificate of insurance here.

*Response required

5.2. Please fill out and upload the attached specification document. *

Please download the below documents, complete, and upload.

- [Generator Maintenance Speci...](#)

*Response required

5.3. Required Forms

5.3.1. Please fill out General Questionnaire and upload here *

Please download the below documents, complete, and upload.

- [GENERAL QUESTIONNAIRE.pdf](#)

*Response required

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

Please download the below documents, complete, and upload.

- [LITIGATION DISCLOSURE FORM.pdf](#)

*Response required

5.3.3. 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

5.3.4. 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

5.3.5. *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

5.3.6. *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

5.3.7. *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

5.3.8. *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

5.3.9. *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

BI-ANNUAL MAINTENANCE SERVICE FOR CITY WIDE GENERATORS

NOTE: BID WILL BE AWARD ON A UNIT PRICE. Note: The City reserves the right to accept or reject bids submitted, waive formalities in bidding, consider each item submitted as a separate bid, award all or individually, whichever may be more advantageous to the City, and to hold the bids for a period of sixty (60) days without taking action thereon.

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid
PW1	Public Works - Generac, 80KW, Model#6996150100 Serial No. 2090344	1	Each			
PW2	Public works - Kohler, 25KW, Model #20REO2JC, Serial No. 2270866	1	Each			
CH1	City Hall - Generac 400KW, Model #9867950200, Serial No. 2098589	1	Each			
CH2	City Hall - Generac, 400KW, Model #9867950200, Serial No. 2098590	1	Each			
AP1	Airport #1 - Caterpillar, 50KW, Model #D50-2LC, Serial No. CAT00C44JMZT00400	1	Each			
AP2	Airport #2 - Caterpillar, 60KW, Model #560-4LC, Serial No. CAT00C44TL4T00114	1	Each			
AP3	Airport #3 - Cummins, 25KW, Model #DSKAB-1401443, Serial No. C140650144	1	Each			

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid
AP4	Airport #4 - Generac, 250KW, Model #SD250, Serial No. 3002310240	1	Each			
AP5	Airport #5 -Generac, 80KW, Model #SD80, Serial No. 3007393591	1	Each			
AP6	Airport #6 - Kohler, 300KW, Model # 300REOZJ, Serial No. 33CYGMMMD0003	1	Each			
FS1	Fire Station #1, Onan, 200KW, Model #200.0DFP17RZ15953L, Serial No. E820622078	1	Each			
FS2	Fire Station #2 - Caterpillar, 40KW, Model #D40-4, Serial No. CAT00C44HNCD00718	1	Each			
FS3	Fire Station #3 - Caterpillar, 80KW, Model #D80-4, Serial No. CAT00C44HNCE00706	1	Each			
FS4	Fire Station #4 - Generac, 130KW, Model #5501200100, Serial No. 2084011	1	Each			
FS5	Fire Station #5 -Kohler, 230KW, Model #230REOZJE, Serial No. GM66100-GA4	1	Each			
LF1	Landfill - Generac - 500KW, Model #GTS Series, Serial No. 2108838	1	Each			

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid
LF2	Landfill - Generac - 400KW, Model #SD400, Serial No. 3011980918	1	Each			
LIB	Library - Generac - 400KW, Model #2206D-E13TAG3, Serial No. 9743011	1	Each			
PD1	PD #1 - Detroit Diesel, 812KW, Model #800DS4, Serial No. 2010431	1	Each			
PD2	PD #2 - Kohler - 31KW, Model #30REOZK (CP1), Serial No. SGM32L54L	1	Each			
WWP1	Utilities Waste Water Plant, 2 Basin (Blowers), Cummins, 400KW, Model #DFEH-7345835, Serial No. F110224554	1	Each			
WWP2	Utilities Waste Water Plant 3&4, Cummins, 350KW, Model #DFEG-1212937, Serial No. 11203944891	1	Each			
WWP3	Utilities Waste Water Plant, 5 Orbal Clarifiers, Cummins, 600KW, Model #DQCA-2055899, Serial No. J20083400	1	Each			
WWP4	Utilities Waste Water Plant, 5 Orbal Effluent Pumps, Caterpillar, 750KW, Model #3412, Serial No. 2WJO1601	1	Each			

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid
WWP5	Utilities Waste Water Plant, Headworks, Inf Pumps, Barscreen, Grit Pumps, Cummins, 800KW, Model #DQFAB3110033, Serial No. C100104648	1	Each			
WWP6	Utilities Waste Water, Carousel Plant, 1000KW, Model #DQFAD-10258879, Serial No. I120393799	1	Each			
WWP7	Utilities Waste Water, Lift Station 42, Aksa, 180KW, Model #DCA-70SSIU, Serial No. ROO68428	1	Each			
WWP8	Utilities Waste Water, Portable Generator, Small Whisper Watt Portable, 56KW, Model #DB-0831I2, Serial No. 7350772	1	Each			
WWP9	Utilities Waste Water, Portable Generator, Big Whisper Watt Portable, 120KW, Model #DCA-150SSJU4F, Serial No. 7601163	1	Each			
WWP10	Utilities Waste Water Portable Generator New Mobile Generator, Caterpillar, 100KW, Model #XQ125, Serial No. CATXQ125HCK500948	1	Each			

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid
WWP11	Utilities Waste Water Portable Generator, Caterpillar, 100KW, Model #XQ125, Serial No. CATXQ125ECK500949	1	Each			
WWP12	Utilities Waste Water Portable Generator New Engine Light Tower LT1, Generac, 20KW, Model #MLT4200IVF4, Serial No. 3011257793	1	Each			
WWP13	Utilities Waste Water Portable Generator New Mobile Generator GEN1, Generac, 120/140KW, Model #MDG175, Serial No. 3011262396	1	Each			
WWP14	Utilities Waste Water Portable Generator New Mobile Generator GEN2, Generac, 120/140KW, Model #MDG175, Serial No. 3011262398	1	Each			
WWP15	Utilities Waste Water Portable Generator New Mobile Generator GEN3, Generac, 120/140KW, Model #MDG175, Serial No. 3011262393	1	Each			

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid
WWP16	Utilities Waste Water Portable Generator New Mobil Generator GEN4, Generac, 120/140KW, Model #MDG175, Serial No. 301162394	1	Each			
WWP17	Utilities Waste Water Portable Generator New Mobile Generator GEN5, Generac, 120/140KW, Model #MDG175, Serial No. 3011262392	1	Each			
WWP18	Utilities Waste Water Portable Generator New Mobile Generator GEN6, Generac, 120/140KW, Model #MDG175, Serial No. 3011262399	1	Each			
WWP19	Utilities Waste Water Portable Generator New Mobile Generator GEN7, Generac, 120/140KW, Model #MDG175, Serial No. 3011262397	1	Each			
WWP20	Utilities Waste Water Portable Generator New Mobile Generator GEN8, Generac, 120/140KW, Model #MDG175, Serial No. 3011262395	1	Each			

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid
WP1	Utilities Water Plant, West Booster Station, Caterpillar, 500KW, Model #SR4B, Serial No. 81Z229922	1	Each			
WP2	Utilities Water Plant, West Tower, Generac, 300KW, Model #SD300, Serial No. 3001877797	1	Each			
WP3	Utilities Water Plant, North Booster Station, Kohler, 410KW, Model #400REOZJB, Serial No. SGM32B9Z3	1	Each			
WP4	Utilities Water Plant, DTP High Service Pump, Generac, 200KW. Model #3709180100, Serial No. 2075446	1	Each			
WP5	Utilities Water Plant, WTP, Kohler, 1220KW, Model #1250REOZMB, Serial No. 2195395	1	Each			
WP6	Utilities Water Plant, DTP, Cummins, 400KW, Model #DFEH-7345835, Serial No. F110224553	1	Each			
24-Hour Emergency Service	24-Hour Emergency Service Hourly Labor Rate charge	1	Each			
TOTAL						



City of Edinburg
Public Works
Vincent Romero, Public Works Director
415 W. University Drive, Edinburg, TX 78541

[WAUKESHA PEARCE INDUSTRIES] RESPONSE DOCUMENT REPORT
NTB No. 2025-5
Bi-Annual Maintenance Services Agreement for City-Wide Generators
RESPONSE DEADLINE: December 17, 2024 at 3:00 pm
Report Generated: Tuesday, February 4, 2025

Waukesha Pearce Industries Response

CONTACT INFORMATION

Company:

Waukesha Pearce Industries

Email:

robert.syzdek@wpi.com

Contact:

Robert Syzdek

Address:

5934 US 281
Edinburg, TX 78452

Phone:

(830) 359-7260

Website:

N/A

Submission Date:

Dec 13, 2024 10:58 AM (Central Time)

ADDENDA CONFIRMATION

No addenda issued

QUESTIONNAIRE

1. Attach your company's insurance certificate. *

Please upload a copy of your Certificate of insurance here.

COI_City_of_Edinburg.pdf

2. Please fill out and upload the attached specification document.*

Please download the below documents, complete, and upload.

- [Generator Maintenance Speci...](#)

City_of_Edinburg_Maint_Service_Spec_2024_Bid.pdf

3. Required Forms

PLEASE FILL OUT GENERAL QUESTIONNAIRE AND UPLOAD HERE *

Please download the below documents, complete, and upload.

- [GENERAL QUESTIONNAIRE.pdf](#)

City_of_Edinburg_Company_Providing_Proposal_Questionnaire.pdf

PLEASE FILL OUT THE LITIGATION DISCLOSURE FORM AND UPLOAD HERE*

Please download the below documents, complete, and upload.

- [LITIGATION DISCLOSURE FORM.pdf](#)

City_of_Edinburg_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](#)

City_of_Edinburg_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...](#)

City_of_Edinburg_Senate_Bill13_Ver.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](#)

City_of_Edinburg_House_Bill_89_Ver.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...](#)

City_of_Edinburgh_Senate_Bill_19_Ver.pdf

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

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

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

City_of_Edinburgh_Noncollusion_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/>.

City_of_Edinburg_CIQ.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

BI-ANNUAL MAINTENANCE SERVICE FOR CITY WIDE GENERATORS

NOTE: BID WILL BE AWARD ON A UNIT PRICE. Note: The City reserves the right to accept or reject bids submitted, waive formalities in bidding, consider each item submitted as a separate bid, award all or individually, whichever may be more advantageous to the City, and to hold the bids for a period of sixty (60) days without taking action thereon.

[WAUKESHA PEARCE INDUSTRIES] RESPONSE DOCUMENT REPORT
NTB No. 2025-5
Bi-Annual Maintenance Services Agreement for City-Wide Generators

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid
PW1	Public Works - Generac, 80KW, Model#6996150100 Serial No. 2090344	1	Each	\$1,171.01	\$1,171.01	
PW2	Public works - Kohler, 25KW, Model #20REO2JC, Serial No. 2270866	1	Each	\$988.48	\$988.48	
CH1	City Hall - Generac 400KW, Model #9867950200, Serial No. 2098589	1	Each	\$1,915.54	\$1,915.54	
CH2	City Hall - Generac, 400KW, Model #9867950200, Serial No. 2098590	1	Each	\$1,915.54	\$1,915.54	
AP1	Airport #1 - Caterpillar, 50KW, Model #D50-2LC, Serial No. CAT00C44JMZT00400	1	Each	\$1,151.35	\$1,151.35	
AP2	Airport #2 - Caterpillar, 60KW, Model #560-4LC, Serial No. CAT00C44TL4T00114	1	Each	\$1,268.89	\$1,268.89	
AP3	Airport #3 - Cummins, 25KW, Model #DSKAB-1401443, Serial No. C140650144	1	Each	\$1,197.27	\$1,197.27	
AP4	Airport #4 - Generac, 250KW, Model #SD250, Serial No. 3002310240	1	Each	\$1,642.12	\$1,642.12	
AP5	Airport #5 -Generac, 80KW, Model #SD80, Serial No. 3007393591	1	Each	\$1,227.98	\$1,227.98	
AP6	Airport #6 - Kohler, 300KW, Model # 300REOZJ, Serial No. 33CYGMMD0003	1	Each	\$1,721.60	\$1,721.60	
FS1	Fire Station #1, Onan, 200KW, Model #200.ODFP17RZ15953L, Serial No. E820622078	1	Each	\$1,836.82	\$1,836.82	

[WAUKESHA PEARCE INDUSTRIES] RESPONSE DOCUMENT REPORT
NTB No. 2025-5
Bi-Annual Maintenance Services Agreement for City-Wide Generators

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid
FS2	Fire Station #2 - Caterpillar, 40KW, Model #D40-4, Serial No. CAT00C44HNCD00718	1	Each	\$1,076.68	\$1,076.68	
FS3	Fire Station #3 - Caterpillar, 80KW, Model #D80-4, Serial No. CAT00C44HNCE00706	1	Each	\$1,134.89	\$1,134.89	
FS4	Fire Station #4 - Generac, 130KW, Model #5501200100, Serial No. 2084011	1	Each	\$1,294.87	\$1,294.87	
FS5	Fire Station #5 - Kohler, 230KW, Model #230REOZJE, Serial No. GM66100-GA4	1	Each	\$1,425.33	\$1,425.33	
LF1	Landfill - Generac - 500KW, Model #GTS Series, Serial No. 2108838	1	Each	\$1,574.20	\$1,574.20	
LF2	Landfill - Generac - 400KW, Model #SD400, Serial No. 3011980918	1	Each	\$1,748.60	\$1,748.60	
LIB	Library - Generac - 400KW, Model #2206D-E13TAG3, Serial No. 9743011	1	Each	\$1,830.87	\$1,830.87	
PD1	PD #1 - Detroit Diesel, 812KW, Model #800DS4, Serial No. 2010431	1	Each	\$3,098.45	\$3,098.45	
PD2	PD #2 - Kohler - 31KW, Model #30REOZK (CP1), Serial No. SGM32L54L	1	Each	\$916.04	\$916.04	
WWP1	Utilities Waste Water Plant, 2 Basin (Blowers), Cummins, 400KW, Model #DFEH-7345835, Serial No. F110224554	1	Each	\$1,994.05	\$1,994.05	
WWP2	Utilities Waste Water Plant 3&4, Cummins, 350KW, Model #DFEG-1212937, Serial No. 11203944891	1	Each	\$1,891.85	\$1,891.85	

[WAUKESHA PEARCE INDUSTRIES] RESPONSE DOCUMENT REPORT
NTB No. 2025-5
Bi-Annual Maintenance Services Agreement for City-Wide Generators

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid
WWP3	Utilities Waste Water Plant, 5 Orbal Clarifiers, Cummins, 600KW, Model #DQCA-2055899, Serial No. J20083400	1	Each	\$2,889.03	\$2,889.03	
WWP4	Utilities Waste Water Plant, 5 Orbal Effluent Pumps, Caterpillar, 750KW, Model #3412, Serial No. 2WJO1601	1	Each	\$2,684.42	\$2,684.42	
WWP5	Utilities Waste Water Plant, Headworks, Inf Pumps, Barscreen, Grit Pumps, Cummins, 800KW, Model #DQFAB3110033, Serial No. C100104648	1	Each	\$3,395.25	\$3,395.25	
WWP6	Utilities Waste Water, Carousel Plant, 1000KW, Model #DQFAD-10258879, Serial No. I120393799	1	Each	\$4,503.45	\$4,503.45	
WWP7	Utilities Waste Water, Lift Station 42, Aksa, 180KW, Model #DCA-70SSIU, Serial No. ROO68428	1	Each	\$1,387.45	\$1,387.45	
WWP8	Utilities Waste Water, Portable Generator, Small Whisper Watt Portable, 56KW, Model #DB-0831I2, Serial No. 7350772	1	Each	\$997.75	\$997.75	
WWP9	Utilities Waste Water, Portable Generator, Big Whisper Watt Portable, 120KW, Model #DCA-150SSJU4F, Serial No. 7601163	1	Each	\$1,267.25	\$1,267.25	
WWP10	Utilities Waste Water Portable Generator New Mobile Generator, Caterpillar, 100KW, Model #XQ125, Serial No. CATXQ125HCK500948	1	Each	\$1,401.33	\$1,401.33	
WWP11	Utilities Waste Water Portable Generator, Caterpillar, 100KW, Model #XQ125, Serial No. CATXQ125ECK500949	1	Each	\$1,401.33	\$1,401.33	

[WAUKESHA PEARCE INDUSTRIES] RESPONSE DOCUMENT REPORT
NTB No. 2025-5
Bi-Annual Maintenance Services Agreement for City-Wide Generators

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid
WWP12	Utilities Waste Water Portable Generator New Engine Light Tower LT1, Generac, 20KW, Model #MLT4200IVF4, Serial No. 3011257793	1	Each	\$1,032.22	\$1,032.22	
WWP13	Utilities Waste Water Portable Generator New Mobile Generator GEN1, Generac, 120/140KW, Model #MDG175, Serial No. 3011262396	1	Each	\$1,274.49	\$1,274.49	
WWP14	Utilities Waste Water Portable Generator New Mobile Generator GEN2, Generac, 120/140KW, Model #MDG175, Serial No. 3011262398	1	Each	\$1,274.49	\$1,274.49	
WWP15	Utilities Waste Water Portable Generator New Mobile Generator GEN3, Generac, 120/140KW, Model #MDG175, Serial No. 3011262393	1	Each	\$1,274.49	\$1,274.49	
WWP16	Utilities Waste Water Portable Generator New Mobil Generator GEN4, Generac, 120/140KW, Model #MDG175, Serial No. 301162394	1	Each	\$1,274.49	\$1,274.49	
WWP17	Utilities Waste Water Portable Generator New Mobile Generator GEN5, Generac, 120/140KW, Model #MDG175, Serial No. 3011262392	1	Each	\$1,274.49	\$1,274.49	
WWP18	Utilities Waste Water Portable Generator New Mobile Generator GEN6, Generac, 120/140KW, Model #MDG175, Serial No. 3011262399	1	Each	\$1,274.49	\$1,274.49	
WWP19	Utilities Waste Water Portable Generator New Mobile Generator GEN7, Generac, 120/140KW, Model #MDG175, Serial No. 3011262397	1	Each	\$1,274.49	\$1,274.49	

[WAUKESHA PEARCE INDUSTRIES] RESPONSE DOCUMENT REPORT
NTB No. 2025-5
Bi-Annual Maintenance Services Agreement for City-Wide Generators

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid
WWP20	Utilities Waste Water Portable Generator New Mobile Generator GEN8, Generac, 120/140KW, Model #MDG175, Serial No. 3011262395	1	Each	\$1,274.49	\$1,274.49	
WP1	Utilities Water Plant, West Booster Station, Caterpillar, 500KW, Model #SR4B, Serial No. 81Z229922	1	Each	\$2,672.15	\$2,672.15	
WP2	Utilities Water Plant, West Tower, Generac, 300KW, Model #SD300, Serial No. 3001877797	1	Each	\$1,721.68	\$1,721.68	
WP3	Utilities Water Plant, North Booster Station, Kohler, 410KW, Model #400RE0ZJB, Serial No. SGM32B9Z3	1	Each	\$2,198.95	\$2,198.95	
WP4	Utilities Water Plant, DTP High Service Pump, Generac, 200KW. Model #3709180100, Serial No. 2075446	1	Each	\$1,914.05	\$1,914.05	
WP5	Utilities Water Plant, WTP, Kohler, 1220KW, Model #1250RE0ZMB, Serial No. 2195395	1	Each	\$4,582.52	\$4,582.52	
WP6	Utilities Water Plant, DTP, Cummins, 400KW, Model #DFEH-7345835, Serial No. F110224553	1	Each	\$2,115.75	\$2,115.75	
24-Hour Emergency Service	24-Hour Emergency Service Hourly Labor Rate charge	1	Each	\$198.00	\$198.00	
TOTAL					\$80,580.93	



CERTIFICATE OF LIABILITY INSURANCE

4/1/2025

DATE (MM/DD/YYYY)
11/25/2024

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	Lockton Companies, LLC DBA as Lockton Insurance Brokers, LLC in CA CA license #0F15767 3657 Briarpark Dr., Ste. 700 Houston TX 77042 (866) 260-3538	CONTACT NAME:	Katherine Marona		
		PHONE (A/C, No, Ext):	(713) 458-5489	FAX (A/C, No):	
		E-MAIL ADDRESS:	KMarona@lockton.com		
		INSURER(S) AFFORDING COVERAGE	NAIC #		
		INSURER A :	ACE American Insurance Company	22667	
		INSURER B :	ACE Property and Casualty Insurance Company	20699	
		INSURER C :	Indemnity Insurance Co of North America	43575	
		INSURER D :	Gemini Insurance Company	10833	
		INSURER E :			
		INSURER F :			

COVERAGES CERTIFICATE NUMBER: 21106245 REVISION NUMBER: XXXXXXXX

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:	Y	Y	HDO G48912734	4/1/2024	4/1/2025	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A D	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY	Y	Y	ISA H10764804 GVE100309402	4/1/2024 4/1/2024	4/1/2025 4/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$	Y	Y	G7251449A 004	4/1/2024	4/1/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ XXXXXXXX
C 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 N	Y N/A	WLR C54511693 (AOS) WLR C54511796 (AK/AZ/CA)	4/1/2024 4/1/2024	4/1/2025 4/1/2025	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
THIS CERTIFICATE SUPERSEDES ALL PREVIOUSLY ISSUED CERTIFICATES FOR THIS HOLDER, APPLICABLE TO THE CARRIERS LISTED AND THE POLICY TERM(S) REFERENCED.

CERTIFICATE HOLDER

CANCELLATION See Attachment

21106245 CITY OF EDINBURG PO BOX 1079 EDINBURG TX 78541	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

All policies (except Workers' Compensation/EL) include a blanket automatic additional insured [provision] that confers additional insured status to the certificate holder only if there is a written contract between the named insured and the certificate holder that requires the named insured to name the certificate holder as an additional insured. In the absence of such a contractual obligation on the part of the named insured, the certificate holder is not an additional insured under the policy.

All policies include a blanket automatic waiver of subrogation endorsement [provision] that provides this feature only when there is a written contract between the named insured and the certificate holder that requires it. In the absence of such a contractual obligation on the part of the named insured, the waiver of subrogation feature does not apply.

All policies (except Workers' Compensation/EL) contain a special endorsement with "primary and noncontributory" wording.

The Umbrella Liability policy includes the General Liability, Automobile Liability and Employer's liability policies in the underlying schedule.

Inspect and clean as needed dry type air cleaner element,
or clean and refill oil bath type air cleaner using
recommended OEM oil furnished at location by Service Provider



Check block heater operation



Inspect cooling system for pressure leaks, verify
antifreeze protection to a strength of 50% antifreeze and 50% water



Replace coolant filter, (if applicable) using recommended OEM
Parts furnished at location by Service Provider



Grease accessory drives and/or generator as necessary



Inspect and adjust engine fan belts as necessary



Inspect engine exhaust system for leaks or corrosion;
check condensation trap and muffler condition



Check oil level, start unit, warm up and check and record oil pressure



Inspect starting system including batteries, cables, battery
charger, alternator and record battery specific gravity reading



Inspect engine and generator control functions and time delays as applicable



Inspect all instruments for proper operation



Adjust frequency and voltage as required



Inspect and clean, (if applicable) generator slip rings and brushes



MINIMUM REQUIREMENTS

TO BE FILLED OUT BY BIDDER

Inspect automatic switch(s) for proper operation which includes:
time delays and exercisers where possible



Test run generator, loaded where possible and record readings



Change all lube oil and applicable filter elements annually, using
recommended OEM lube oil furnished at location by Service Provider



Fill antifreeze as needed (as associated with normal evaporation/loss),
using recommended OEM, furnished at location by Service Provider



Provide a written report after each inspection or repair call detailing
any conditions found and advising further service required, in any,
to promote operating dependability of the system



Perform 2 hour load bank testing, provide written report to customer
annually



24-HOUR EMERGENCY SERVICE:

Vendor will provide an Hourly Labor Rate charge or a Labor Rate Sheet for
24-hour emergency service



Vendor must have a location within 25 miles of City of Edinburg City Limits
Provide physical address of business location



DATE: 12 / 12 / 24

AUTHORIZED SIGNATURE: _____

TITLE: Product Support Representative

services beyond the scope of the maintenance agreement if said agreement is awarded.

Prices will be as follows:

Labor Rate Reg Time 129.00 Overtime 198.00

No Mileage or trip charges

Parts will be sold at cost plus 20 percent.

Thank you,

Robert Syzdek

Product Support Representative

830-359-7260

robert.syzdek@wpi.com

Please read your specifications thoroughly and be sure that the Service Specification offered complies with all requirements. Any variations from the specifications must be clearly indicated on item specification sheet and covered by letter attached to and made a part of your bid. Do Not fill in the blank with "as specified", "available", "standard", "yes", or "ok". If no exceptions are noted and you are the successful bidder, it will be required that the Service Maintenance must be furnished as specified.

TWO (2) PREVENTIVE SERVICE MAINTENANCE WITH ONE (1) TWO HOUR LOAD BANK TEST

MINIMUM REQUIREMENTS

TO BE FILLED OUT BY BIDDER

The services will be rendered during normal business hours
of 8:00 a.m. and 5:00 p.m, Monday through Friday, excluding holidays.



The number of regularly scheduled maintenance trips in a
Calendar year will be (2) per year, Bi-Annually.



Visually inspect the site and equipment



Gas Engine – inspect and adjust ignition system, and plugs



Diesel Engine – inspect injection system and pump



Inspect fuel system including day tank, (if applicable)



Replace (standby applications only) engine fuel
filters annually, (if applicable) using recommended OEM
parts furnished at location by Service Provider



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.

Address: (114-11) 18212 MAIN STREET
HOUSTON, TX, 77035

- Telephone/Fax: 210-653-5011
- Email address: ROBERT.SYZOEK@wpi.com

2. Does your Company anticipate any mergers, transfer of organization ownership, management reorganization, or departure of key personnel within the next twelve (12) months that may affect the organization's ability to carry out its submittal?

Yes ___ No ☒

3. Is your Company authorized and/or licensed to do business in Texas? Yes ☒ No ___

4. Where is the Company's corporate headquarters located? HOUSTON, TX

5. a. Does the Company have an office located in Edinburg, Texas? Yes ☒ No ___

b. If the answer to the previous question is "yes", how long has the Company conducted business from its Edinburg office? 12 (years) ___ (months)

c. State the number of full-time employees at the Edinburg office. 12

6. Has the Company or any of its principals been debarred or suspended from contracting with any public entity? Yes ___ No ☒

If yes, identify the public entity and the name and current phone number of a representative of the public entity familiar with the debarment or suspension, and state the reason for or circumstances surrounding the debarment or suspension, including but not limited to the period of time for such debarment or suspension. _____

7. Indicate person whom The CITY may contact concerning your submittal.

Name: ROBERT SYZOEK

Address: 351 WALD ROAD SUITE A, NEW BRUNSWICK, TX 78132

Telephone: 830-359-7260

Fax: _____

Email: ROBERT.SYZOEK@wpi.com

8. Surety Information

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

Yes () No ☒

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

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.

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:

12 DEC 2024

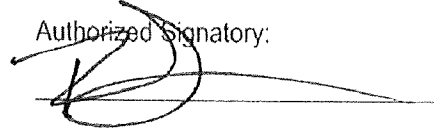
Company/Vendor Name:

WAKESHA PEARCE INDUSTRIES

Printed Name and Title:

ROBERT SYZOK Project Support Rep

Authorized Signatory:



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

SENATE BILL 13 VERIFICATION

I, ROBERT SYZOK

, the undersigned representative of

WADKESHA PEARCE INDUSTRIES

, (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:

ROBERT SYZOK Project Support Rep

TYPE/PRINT NAME AND TITLE:

12 DEC 2024

DATE:

HOUSE BILL 89 VERIFICATION

I, ROBERT SYDOEK

, the undersigned representative of

WAKESHA PEARLE INDUSTRIES

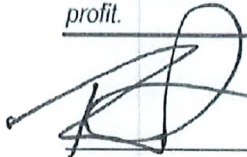
(Company or Business name) (hereafter referred to as company) being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

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:

ROBERT SYDOEK Product Support Rep

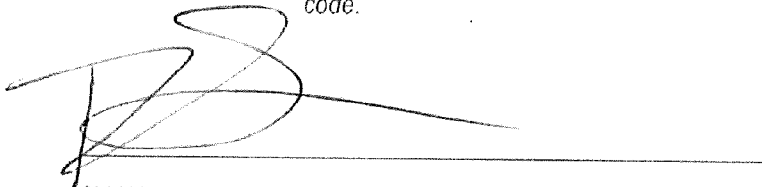
TYPE/PRINT NAME AND TITLE:

12 DEC 2024

DATE:

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:

ROBERT SYZDEK Product Support Rep.

TYPE/PRINT NAME AND TITLE:

12 DEC 2024

DATE:

I, ROBERT SYZDEK

, the undersigned representative of

WACKER PEARCE INDUSTRIES

, (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

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF TEXAS

COUNTY OF HIDALGO

_____, being first duly sworn, deposes and says that: (Name)

- (1) He is President of WACKESIA PEARCE, 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 12 day of DEC 2024.

By:

Notary Public

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.

OFFICIAL USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

N/A

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

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

N/A

Name of Officer

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

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

☐

Yes

☐

No

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

☐

Yes

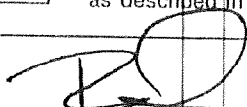
☐

No

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

N/A

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

12 DEC 24

Date

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;

or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

1 of 1

Page 318 of 520



CITY OF EDINBURG - CITY COUNCIL

Meeting Date: March 4, 2025

CONTRACTUALS

Agenda Item No: 11.A.

Advance Funding Agreement

1. Agenda Item:

Consider Authorizing the City Manager to Execute the Advance Funding Agreement (AFA) with the Texas Department of Transportation for State Highway 107 (between US 281W to IH 69C) Project in the Amount of \$1,870,791.30 and Execute Any Documents Related Thereto. [Gerardo Carmona Jr., P.E., Director of Utilities]

2. Description:

The Texas Department of Transportation (TXDOT) will be making drainage improvements to State Highway 107. These improvements have necessitated that the City relocate/rehabilitate the existing water and sewer lines within the mentioned project limits. In order for the City to enter into a joint bid with TXDOT for the proposed improvements, an executed AFA is required. TXDOT will be taking the lead on the procurement process and managing the construction project.

The estimated cost for the water and sewer relocation/rehabilitation is \$1,870,791.30. Funding is available through the 2018-2019 Election Bond.

3. Staff's Recommendation:

Approve Authorizing the City Manager to Execute the Advance Funding Agreement (AFA) with the Texas Department of Transportation for State Highway 107 (between US 281W to IH 69C) Project in the Amount of \$1,870,791.30 and Execute Any Documents Related Thereto.

Reviewed by:

Gerardo Carmona, Director of Utilities

Final Approval - 2/28/2025

Prepared by:

Gerardo Carmona, Director
of Utilities

Attachments:

A. Advance Funding Agreement

CCSJ #0342-01-093
RCSJ #0342-01-101
AFA CSJ #0342-01-093
Utility ID: U00017293
District #21 AFA ID Z00011135
Code Chart 64 #12950
Project: SH 107 from BUS 281W to IH 69C

STATE OF TEXAS §

COUNTY OF TRAVIS §

**ADVANCE FUNDING AGREEMENT FOR VOLUNTARY UTILITY RELOCATION
CONTRIBUTIONS ON STATE HIGHWAY IMPROVEMENT PROJECTS**

THIS AGREEMENT is made by and between the State of Texas, acting through the Texas Department of Transportation ("State") and City of Edinburg ("Utility"),

WITNESSETH

WHEREAS, Transportation Code, Chapters 201, 221, and 361, authorize the State to lay out, construct, maintain, and operate a system of streets, roads and highways that comprise the State Highway System; and,

WHEREAS, Transportation Code, Chapter 203, Subchapter E, Transportation Code §203.092 authorizes the State to regulate the placement of public utility facilities along a state highway; and,

WHEREAS, Texas Transportation Commission Minute Order Number **115005** authorizes the State to undertake and complete a highway improvement generally described as: adjustment of water & sewer lines along SH 107 from BUS 281W to IH 69C ("Project"); and,

WHEREAS, Utility possesses facilities that are affected by the above mentioned highway improvement and Utility, and the State agrees that it is more economical or efficient for such relocation to be effected by including said contract in the State's highway construction contract;

NOW THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, to be by them kept and performed as hereafter set forth, the State and Utility do agree as follows:

AGREEMENT

1. Time Period Covered

This agreement becomes effective when signed by the last party whose signing makes the agreement fully executed, and the State and Utility will consider it to be in full force and effect until the Project described in this agreement has been completed and accepted by all parties or unless terminated, as provided.

2. Project Funding and Work Responsibilities

A. The State will authorize the performance of only those Project items of work which are eligible for relocation reimbursements or for which Utility has requested and has agreed to pay for as described in Attachment A - Payment Provision and Work Responsibilities, which is attached to and made a part of this contract. In addition to identifying those items of work

CCSJ #0342-01-093
 RCSJ #0342-01-101
 AFA CSJ #0342-01-093
 Utility ID: U00017293
 District #21 AFA ID Z00011135
 Code Chart 64 #12950
 Project: SH 107 from BUS 281W to IH 69C

to be paid for by payments to the State, Attachment A - Payment Provision and Work Responsibilities, also specifies those Project items of work that are the responsibility of Utility and will be carried out and completed by Utility, at no cost to the State. The Utility shall be responsible for costs that are shown on Attachment B, Estimated Utility Costs, which is attached to and made a part of this agreement.

- B.** If the Utility will perform any work under this contract for which reimbursement will be provided by or through the State, the Utility must complete training before a letter of authority is issued. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled *Local Government Project Procedures and Qualification for the Texas Department of Transportation*. The Utility shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Utility or an employee of a firm that has been contracted by the Utility to perform oversight of the Project. The State in its discretion may deny reimbursement if the Utility has not designated a qualified individual to oversee the Project.
- C.** Payment under this contract beyond the end of the current fiscal biennium is subject to availability of appropriated funds. If funds are not appropriated, this contract shall be terminated immediately with no liability to either party.

3. Termination

- A.** This agreement may be terminated in the following manner:
 1. By mutual written agreement and consent of both parties;
 2. By either party upon the failure of the other party to fulfill the obligations set forth in this agreement; or
 3. By the State if it determines that the performance of the Project or utility work is not in the best interest of the State.
- B.** If the agreement is terminated in accordance with the above provisions, Utility will be responsible for the payment of Project costs incurred by the State on behalf of Utility up to the time of termination.

4. Right of Access

If Utility is the owner of any part of the Project site, Utility shall permit the State or its authorized representative access to the site to perform any activities required to execute the work.

5. Adjustments Outside the Project Site

Utility will provide for all necessary right of way and utility adjustments needed for performance of the work on sites not owned or to be acquired by the State.

6. Responsibilities of the Parties and Indemnity

Utility acknowledges that it is not an agent, servant, employee of the State, nor is it engaged in a joint enterprise, and it is responsible for its own acts and deeds and for those of its agents or employees during the performance of the work on the Project. To the extent permitted by law,

CCSJ #0342-01-093
 RCSJ #0342-01-101
 AFA CSJ #0342-01-093
 Utility ID: U00017293
 District #21 AFA ID Z00011135
 Code Chart 64 #12950
 Project: SH 107 from BUS 281W to IH 69C

Utility agrees to indemnify and hold harmless the State, its agents and employees, from all suits, actions, or claims and from all liability and damages for any and all injuries or damages sustained by any person or property in consequence with the performance of design, construction, maintenance, or operation of the Utility facility. Such indemnity includes but is not limited to any claims or amounts arising or recovered under the "Worker's Compensation Law", the Texas Tort Claims Act, Chapter 101, Texas Civil Practice and Remedies Code; or any other applicable laws or regulations, all as time to time may be amended.

7. Sole Agreement

In the event the terms of the agreement are in conflict with the provisions of any other existing agreements between Utility and the State, the latest agreement shall take precedence over the other agreements in matters related to the Project.

8. Successors and Assigns

The State and Utility each binds itself, its successors, executors, assigns, and administrators to the other party to this agreement and to the successors, executors, assigns, and administrators of such other party in respect to all covenants of this agreement.

9. Amendments

By mutual written consent of the parties, the scope of work and payment provisions of this agreement may be amended prior to its expiration.

10. Inspection and Conduct of Work

Unless otherwise specifically stated in Attachment A - Payment Provision and Work Responsibilities, to this contract, the State will supervise and inspect all work performed hereunder and provide such engineering inspection and testing services as may be required to ensure that the Project is accomplished in accordance with the approved plans and specifications. All correspondence and instructions to the contractor performing the work will be the sole responsibility of the State. Unless otherwise specifically stated in Attachment A to this contract, all work will be performed in accordance with the Utility Accommodation Rules as set forth in 43 Texas Administrative Code §21.31 et. seq. adopted by the State and incorporated in this agreement by reference, or special specifications approved by the State.

11. Maintenance

Upon completion of the Project, Utility will assume responsibility for the maintenance of the completed Utility facility unless otherwise specified in Attachment A to this agreement.

12. Notices

All notices to either party by the other required under this agreement shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to such party at the following addresses:

CCSJ #0342-01-093
 RCSJ #0342-01-101
 AFA CSJ #0342-01-093
 Utility ID: U00017293
 District #21 AFA ID Z00011135
 Code Chart 64 #12950
 Project: SH 107 from BUS 281W to IH 69C

Utility:	State:
City Manager City of Edinburg 415 West University Drive Edinburg, Texas 78541	Director of Contract Services Texas Department of Transportation 125 E. 11 th Street Austin, Texas 78701

All notices shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided in this agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that such notices shall be delivered personally or by certified U.S. mail and such request shall be honored and carried out by the other party.

13. State Auditor

The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this contract or indirectly through a subcontract under this contract. Acceptance of funds directly under this contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

14. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

15. Access to Information

The Utility is required to make any information created or exchanged with the state pursuant to this contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the state.

CCSJ #0342-01-093
RCSJ #0342-01-101
AFA CSJ #0342-01-093
Utility ID: U00017293
District #21 AFA ID Z00011135
Code Chart 64 #12950
Project: SH 107 from BUS 281W to IH 69C

Each party is signing this agreement on the date stated under that party's signature.

THE UTILITY

Signature

Myra L. Ayala

Typed or Printed Name

City Manager

Title

Date

THE STATE OF TEXAS

District Engineer

Typed or Printed Name

Date

In Process

CCSJ #0342-01-093
 RCSJ #0342-01-101
 AFA CSJ #0342-01-093
 Utility ID: U00017293
 District #21 AFA ID Z00011135
 Code Chart 64 #12950
 Project: SH 107 from BUS 281W to IH 69C

ATTACHMENT A

PAYMENT PROVISION AND WORK RESPONSIBILITIES

1. Description of the Work Items

The parties agree that the existing water & sewer lines shall be relocated and adjustments shall be made along SH 107 from US 281W to IH 69C. The water & sewer lines facilities shall be owned, operated, and maintained by Utility from and after completion and final acceptance by the State and Utility. The estimated total construction cost for the relocated and adjusted facilities is \$1,870,791.30. The parties agree that it is their intent to complete the relocation improvements within this estimate of cost.

2. Actual Cost Agreement

Utility will be responsible for paying all costs associated with the planning, specification, and estimate (PS&E) development, and construction of the proposed utility work to the extent such is not reimbursed pursuant to state law. All the costs associated with construction of the water & sewer lines items for the Project shall be provided as defined under the Standard Utility Agreement, Utility Joint Use Agreement, and/or the Agreement to Contribute Funds executed between the State and Utility.

3. Schedule of Payments

- A. At least forty-five (45) days prior to the date set for receipt of the construction bids, the Utility shall remit its remaining financial share for the State's estimated construction oversight and construction costs. Utility must advance to the State one hundred percent (100%) of its share of the estimated Project utility construction costs. The amount to be advanced for the utility improvements is estimated to be \$ 1,870,791.30. (See Attachment B – Estimated Utility Costs)
- B. In the event the State determines that additional funding is required by the Utility at any time during the Project, the State will notify the Utility in writing. The Utility is responsible for one hundred percent (100%) of the authorized project cost and any overruns. The Utility will make payment to the State within thirty (30) days from receipt of the State's written notification.
- C. Whenever funds are paid by the Utility to the State under this agreement, the Utility will remit a warrant made payable to the "Texas Department of Transportation." The warrant will be deposited by the State and managed by the State. Until the final Project accounting, funds may only be applied by the State to the Project.
- D. Upon completion of the Project, the State will perform an audit of the Project costs. Any funds due by the Utility, the State, or the Federal Government will be promptly paid by the owing party.

4. Work Responsibilities

- A. The **Utility** shall provide the following services under this contract:
 - i. Responsible for engaging the services of a Texas Registered Professional Engineer to prepare drawings and technical specifications for waterline relocations and adjustments along SH 107 from US 281W to IH 69C.

CCSJ #0342-01-093
 RCSJ #0342-01-101
 AFA CSJ #0342-01-093
 Utility ID: U00017293
 District #21 AFA ID Z00011135
 Code Chart 64 #12950
 Project: SH 107 from BUS 281W to IH 69C

- ii. Provide the plans and specifications to the State to include in the current planning specifications and estimate package being prepared by representatives of the Texas Department of Transportation's **Pharr** Area Office.
- iii. Secure all necessary permitting as may be required for the installation of the **water & sewer** lines.
- iv. Arrange and coordinate with the contractor, through the State, materials and equipment testing, rejection of all work not conforming to minimum requirements of the construction contract documents, maintenance of the proposed **water & sewer lines** during construction, and the relocation of **water & sewer lines** and connection of services to customers.
- v. Advise the State of work that Utility determines should be corrected or rejected.
- vi. Arrange, observe, and inspect all acceptance testing and notify the State of the results of these activities.
- vii. Provide inspection services for the construction, notify the State of defects and deficiencies in the work, and observe actions of the contractor to correct such defects and deficiencies.
- viii. Assume all responsibility for the maintenance of the existing **water & sewer lines** during and upon completion of the construction contract.
- ix. Ensure all Texas Commission on Environmental Quality and all other regulatory rules, regulations and laws are strictly adhered to.
- x. Prepare and submit both a certificate of substantial completion and a list of observed items requiring completion or correction for the relocations and adjustments to the Project Engineer for concurrence.
- xi. Coordinate all construction activities performed by Utility's staff for the relocations and adjustments through the Project Engineer.

B. The State shall provide the following services under this contract:

- i. Combine the **water & sewer lines** relocation and adjustment plans with the plans being prepared for the Project.
- ii. Review and approve the final construction plans prior to any construction-related activities. In order to ensure federal and/or state funding eligibility, projects must be authorized by the State prior to advertising for construction.
- iii. Advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of the Project.
- iv. Negotiate and administer all field changes and change orders required for the Project. All change orders increasing construction costs for Utility's Project shall be submitted to Utility for review and approval together with an evaluation. Utility agrees to review and either approve or disapprove all change orders within five (5) business days after receipt of such order unless Utility Board's approval is necessary in which case Utility shall bring the item to Utility Board as soon as reasonably possible.
- v. Provide overall project management to supervise the day-to-day activities of the construction and monitor the activities of the contractor to promote the timely and efficient completion of the Project in accordance with the approved Plans and Specifications and construction schedule.

CCSJ #0342-01-093
RCSJ #0342-01-101
AFA CSJ #0342-01-093
Utility ID: U00017293
District #21 AFA ID Z00011135
Code Chart 64 #12950
Project: SH 107 from BUS 281W to IH 69C

- vi. Conduct field observations and coordinate with Utility's inspectors and the contractor to cure defects and deficiencies in the construction prior to final acceptance.
- vii. Make timely payment to the contractor for work performed in connection with the Project.
- viii. Ensure access and permit Utility's inspectors and other authorized representatives to inspect the waterline construction at all times.
- ix. Conduct and coordinate final inspection of the Project in the presence of Utility's Engineer and Inspector, transmit final list of items to be completed or repaired and observe contractor correction of same.
- x. Maintain job file.

In Process

CCSJ #0342-01-093
RCSJ #0342-01-101
AFA CSJ #0342-01-093
Utility ID: U00017293
District #21 AFA ID Z00011135
Code Chart 64 #12950
Project: SH 107 from BUS 281W to IH 69C

ATTACHMENT B ESTIMATED UTILITY COSTS

Based on various calculations, following are those amounts due and payable for Utility's costs associated with this project.

Total Estimated Costs
\$1,870,791.30

Less Betterment Amount Due from Utility
\$0.00

Amount of total utility relocation Costs
\$1,870,791.30

Estimated Amount Eligible for Reimbursement
(Calculated eligibility Ratio – 0%)
\$0.00

Amount of Utility Adjustment Due from Utility
\$1,870,791.30

Estimated amount to be included in Construction Agreement

A. Betterment	\$ 0
B. Utility Adjustment	\$ <u>1,870,791.30</u>
GRAND TOTAL	\$ <u>1,870,791.30</u>

Betterment Ratio Calculation

Estimated Betterment Costs
1.\$0

Betterment Calculation:

Total Costs of Betterment (Estimated)	-	\$ <u>0</u>
Total Costs of Project (Estimated)	-	\$ <u>1,870,791.30</u>

***Betterment Percentage for final cost determination: 0.0% of final cost of relocation
Determination of Betterment – Comparison of estimated cost to replace “as is”
versus estimated costs associated with the betterment.***

Item A:

Certificate Of Completion

Envelope Id: 8B8D4B67-4F3B-40DA-93E9-3783E82F2187

Status: Sent

Subject: Please DocuSign: Z00011135 – 0342-01-093 – Utility AFA - with the City of Edinburg

Source Envelope:

Document Pages: 12

Signatures: 0

Envelope Originator:

Certificate Pages: 5

Initials: 0

Laura Gamboa

AutoNav: Enabled

125 E. 11th Street

Enveloped Stamping: Enabled

Austin, TX 78701

Time Zone: (UTC-06:00) Central Time (US & Canada)

laura.gamboa@txdot.gov

IP Address: 209.112.106.2

Record Tracking

Status: Original

Holder: Laura Gamboa

Location: DocuSign

2/10/2025 4:20:06 PM

laura.gamboa@txdot.gov

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: Texas Department of Transportation

Location: DocuSign

Signer Events

Signature

Timestamp

Myra L. Ayala

Sent: 2/10/2025 4:23:32 PM

Mayala@cityofedinburg.com

Viewed: 2/11/2025 8:20:00 AM

City Manager

Security Level: Email, Account Authentication (Optional)

Electronic Record and Signature Disclosure:

Accepted: 2/11/2025 8:20:00 AM

ID: 7fdb248a-f81d-474b-b8ad-acb4cca73b16

Pedro R. Alvarez, P.E.

Pedro.Alvarez@txdot.gov

Security Level: Email, Account Authentication (Optional)

Electronic Record and Signature Disclosure:

Accepted: 3/22/2016 1:43:57 PM

ID: f7d59b56-012b-4500-b95f-203254d600bd

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Brenden Guerrier

Brenden.Guerrier@txdot.gov

Security Level: Email, Account Authentication (Optional)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Finance

FIN_Local-Participation@txdot.gov

Security Level: Email, Account Authentication (Optional)

Electronic Record and Signature Disclosure:

COPIED

Sent: 2/10/2025 4:23:31 PM

Carbon Copy Events	Status	Timestamp
Not Offered via DocuSign		
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	2/10/2025 4:23:31 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

In Process

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Texas Department of Transportation (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Texas Department of Transportation:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: kevin.setoda@txdot.gov

To advise Texas Department of Transportation of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at kevin.setoda@txdot.gov and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

To request paper copies from Texas Department of Transportation

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to kevin.setoda@txdot.gov and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Texas Department of Transportation

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to kevin.setoda@txdot.gov and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	• Allow per session cookies

	• Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection
--	---

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Texas Department of Transportation as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Texas Department of Transportation during the course of my relationship with you.



CITY OF EDINBURG - CITY COUNCIL

Meeting Date: March 4, 2025

CONTRACTUALS

Agenda Item No: 11.B.

MOU STC

1. Agenda Item:

Consider Authorizing the City Manager to Enter into a Memorandum of Understanding (MOU) Between South Texas College and the City of Edinburg and Execute Any Documents Related Thereto. [Jaime Ayala, Chief of Police]

2. Description:

The Edinburg Police Department is applying to the Texas Commission on Law Enforcement (TCOLE) to become a contractual training provider. The Edinburg Police Academy will manage the operational requirements and training curriculum standards as per TCOLE. South Texas College Regional Police Academy is interested in working with the Edinburg Police Department to train police officers in the Rio Grande Valley.

South Texas College Continuing Education ("CE") will award Continuing Education Units ("CEUs") to participants of Law Enforcement Related Trainings coordinated and conducted by the City of Edinburg by and through the Edinburg Police Department. The Edinburg Police Department has agreed to deliver these training courses free of charge. Neither Party shall pay any compensation to or reimburse any expenses of the other Party for the services provided under or in connection with this MOU.

The Initial Term of this MOU shall become effective on the Effective Date and shall be for a period of one (1) year and shall begin on February 17, 2025 and end on August 31, 2026, unless earlier terminated pursuant to the terms of this MOU. The Edinburg Police Department and CE shall have the mutual right to renew the term by up to three (3) additional twelve-month renewal periods (each a "Renewal Term") by each Party executing a written notice of their joint election to renew the term hereof, such notice to be provided at least sixty (60) days prior to the expiration of the Initial Term or any Renewal Term. In all circumstances, this MOU may be terminated by either Party upon thirty (30) days written notice to the other; however, unless such termination is based on a material breach of this MOU, under no circumstances shall the termination become effective prior to the conclusion of any on-going training courses.

There is no fiscal impact to the Department's budget.

3. Staff's Recommendation:

Approve Authorizing the City Manager to Enter into a Memorandum of Understanding (MOU) Between South Texas College and the City of Edinburg and Execute Any Documents Related Thereto.

Reviewed by:

Jaime Ayala, Chief of Police

Prepared by:

Chad Dufner, Assistant
Police Chief

Attachments:

A. MOU City of Edinburg Law Enforcement 08.31.26

MEMORANDUM OF UNDERSTANDING

*Between the City of Edinburg and
South Texas College*

Continuing Education Units for Law Enforcement Trainings

I. Purpose: In accordance with the terms of this Memorandum of Understanding (“MOU”), South Texas College Continuing Education (“CE”) will award Continuing Education Units (“CEUs”) to participants of *Law Enforcement Related Trainings* coordinated and conducted by the City of Edinburg by and through the Edinburg Police Department herein after referred to as “Partner.” Partner has agreed to deliver these training courses free of charge. Neither Party shall pay any compensation to or reimburse any expenses of the other Party for the services provided under or in connection with this MOU.

II. Obligations of the Parties:

A. Prior to Training:

1. Partner will provide CE with a copy of the curriculum/lesson plan, syllabus, and qualifications of trainer (resume and transcript) in order to determine whether, in CE’s sole, reasonable discretion, they meet Continuing Education Program Criteria stipulated in the Guidelines for Instructional Programs in Workforce Education. Partner will provide CE with trainer’s email and a Special Assignment MOU.
2. Partner will decide on training location, dates, and times and relay the decisions and information to CE.
3. CE will set up courses in CE Registration System for \$0 per participant.
4. CE will provide Partner with blank participant registration forms or a registration database.
5. Partner will provide CE with completed participant registration forms or a completed registration database.
6. CE will register participants.
7. CE will provide Partner with admission documentation to be filled out during training:
 - a. Class Roster
 - b. Sign-in Sheets
 - c. Satisfaction Surveys
 - d. Grading Protocol: S for Satisfactory and U for Unsatisfactory. A Satisfactory grade and Certificate of Completion will be issued to participants who (a) attend at least 75% of the total number of hours comprising the training program and (b) earn a minimum grade of 80 (type of assessment to be determined by CE and Partner). All others will receive an Unsatisfactory grade and no Certificate of Completion.

B. During Training:

1. Partner will provide approved syllabus to participants and will conduct training.
2. CE will observe trainer and fill out the Trainer Observation form.

C. At the end of Training:

1. Partner will turn in admission documentation to CE:
 - a. Class Roster graded by the trainer
 - b. Sign-in Sheets
 - c. Satisfaction Surveys
2. CE will issue Certificates of Completion to participants based on the Grading Protocol.

3. CE will file documentation for auditing purposes: curriculum, syllabus, trainer qualifications, and admission documentation.

III. Term and Termination: The Initial Term of this MOU shall become effective on the Effective Date and shall be for a period of one (1) year and shall begin on February 17, 2025 and end on August 31, 2026 unless earlier terminated pursuant to the terms of this MOU. Partner and CE shall have the mutual right to renew the term by up to three (3) additional twelve-month renewal periods (each a “Renewal Term”) by each Party executing a written notice of their joint election to renew the term hereof, such notice to be provided at least sixty (60) days prior to the expiration of the Initial Term or any Renewal Term. In all circumstances, this MOU may be terminated by either Party upon thirty (30) days written notice to the other; however, unless such termination is based on a material breach of this MOU, under no circumstances shall the termination become effective prior to the conclusion of any on-going training courses.

IV. General Provisions:

A. Amendments. Either Party may request changes to this MOU. Any changes, modifications, revisions or amendments to this MOU, which are mutually agreed upon by and between the Parties hereto, shall be incorporated by written instrument, and effective when executed and signed by all Parties to this MOU.

B. Applicable Law. The construction, interpretation and enforcement of this MOU shall be governed by the laws of the State of Texas. The courts of the State of Texas shall have jurisdiction over any action arising out of this MOU and over the Parties, and the exclusive venue shall be the courts of Hidalgo County, Texas.

C. Entirety of Agreement. This MOU represents the entire and integrated agreement between the Parties and supersedes all prior negotiations, representations and agreements, whether written or oral.

D. Assignment. Neither Party shall assign, sublet, or transfer its interests in this MOU without the prior written consent of the other party.

E. Equal Opportunity. The Parties shall provide all services associated with the subject matter of this MOU in compliance with the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972 (34 C.F.R., Section 106, et seq.), and all other applicable federal and state nondiscrimination statutes or laws. Neither Party will discriminate against any person on the basis of race, religion, color, sex, national origin, or disability in the carrying out of the terms of this MOU.

F. Public Information. Partner acknowledge that CE is obligated to strictly comply with the Public Information Act, Chapter 552, Texas Government Code, in responding to any request for public information pertaining to this MOU. CE agrees to advise Partner in writing of any such public information requests in accordance with the Public Information Act.

G. Severability. Should any portion of this MOU be judicially determined to be illegal or unenforceable, the remainder of the MOU shall continue in full force and effect, and either Party may renegotiate the terms affected by the severance.

H. Immunity. CE and its governing body do not waive any immunity based on the Constitution or laws of the State of Texas by entering into this MOU and fully retain all immunities and defenses provided by law with respect to any action based on or occurring as a result of this MOU.

I. Third Party Beneficiary Rights. The Parties do not intend to create in any other individual or entity the status of a third-party beneficiary, and this MOU shall not be construed so as to create such status. The rights, duties and obligations contained in this MOU shall operate only between and inure solely to the benefit of the Parties. The provisions of this MOU are intended only to assist the Parties in determining and performing their obligations hereunder. The Parties intend and expressly agree that only the Parties that are signatories to this MOU shall have any legal or equitable right to seek to enforce this MOU, to seek any remedy arising out of a Party's performance or failure to perform any term or condition of this MOU, or to bring an action for the breach of this MOU.

J. Relationship of the Parties. Nothing in this MOU will create or imply an agency relationship between the Parties hereto nor will this MOU be deemed to constitute a joint venture or partnership between the Parties. Neither the Parties nor their employees will be deemed employees of one another for any purpose. Unless otherwise agreed in writing, signed by the Parties, no Party is entitled to receive any fees, charges, reimbursements, or payments of any kind for the performance of any of the obligations, activities, efforts or services arising under the terms of this MOU.

K. Promotions. Neither Party will use the other Party's name, logo, or likeness in any press release, marketing materials, or other public announcements without receiving that Party's prior written approval.

V. Signatures: In witness whereof, the Parties to this MOU, through their duly authorized representatives, have executed this MOU on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein.

The Effective Date of this MOU is the date of the signature last affixed to this page.

By _____
Myra L. Ayala
City Manager, City of Edinburg

Date _____

By _____
Jaime Ayala
Chief of Police, Edinburg Police Department

Date _____

By _____
Olivia De La Rosa
STC Director of Professional and Workforce Education

Date _____

By _____
Dr. Ricardo J. Solis, STC President

Date _____



CITY OF EDINBURG - CITY COUNCIL

Meeting Date: March 4, 2025

RESOLUTIONS

Agenda Item No: 12.A.

FY 2026 Operation Lone Star Program (OLS)

1. Agenda Item:

Consider Resolution Authorizing the City Manager to Submit a Grant Application to the Office of the Governor for the Fiscal Year 2026 Operation Lone Star Grant Program (OLS) and Execute Any Documents Related Thereto. [Jaime Ayala, Chief of Police]

2. Description:

The Office of the Governor released the solicitation for the Fiscal Year 2026 Operation Lone Star Program (OLS) on January 13, 2025. The Operation Lone Star Grant Program (OLS) is designed to enhance interagency border security operations supporting Operation Lone Star including the facilitation of directed actions to deter and interdict criminal activity.

The Edinburg Police Department (EPD) seeks funding in the amount of approximately \$1,400,000 with no match required to compensate for overtime and fringe costs for Commissioned Police Officers and Emergency Communications Dispatchers to enhance patrols and disrupt the trafficking of persons, drugs, and weapons smuggled into and through Texas. The request also includes 10 radios that will be used to assist officers in monitoring the City of Edinburg and deter criminal activity; 10 vehicle units that will be used to patrol throughout the City of Edinburg; and to obtain software for the real-time crime center platform that will help the agency respond to critical incidents more effectively.

Procurement will adhere to federal, state and city policies as required.

The deadline to submit the grant application for this program is March 13, 2025. The performance period is one year, beginning September 1, 2025 through August 31, 2026. Official award notification is anticipated by summer 2025.

If authorized to submit this grant application, the City will have an opportunity to maximize grant funding and alleviate budget expenditures.

3. Staff's Recommendation:

Approve Resolution Authorizing the City Manager to Submit a Grant Application to the Office of the Governor for the Fiscal Year 2026 Operation Lone Star Grant Program (OLS) and Execute Any Documents Related Thereto.

Reviewed by:

Jaime Ayala, Chief of Police

Prepared by:

Iris Alvarado, Management
Services Administrator

Attachments:

A. FY 2026 OLS Resolution

RESOLUTION NO. _____

THE STATE OF TEXAS	§	RESOLUTION AUTHORIZING THE CITY MANAGER TO SUBMIT A GRANT APPLICATION TO THE OFFICE OF THE GOVERNOR UNDER THE
COUNTY OF HIDALGO	§	FISCAL YEAR 2026 OPERATION LONE STAR GRANT PROGRAM (OLS) AND TO EXECUTE GRANT DOCUMENTS RELATING THERETO.
CITY OF EDINBURG	§	

WHEREAS, the City of Edinburg finds it is the best interest of the residents to submit a grant application to the Office of the Governor for the Fiscal Year 2026 Operation Lone Star Grant Program (OLS) for approximately \$1,400,000 for overtime costs, ten radios, ten vehicle units, and real-time crime data software; and

WHEREAS, the grant does not require a local match; and

WHEREAS, the Fiscal Year 2026 Operation Lone Star Grant Program (OLS) performance period is from September 1, 2025, to August 31, 2026; and

WHEREAS, the City of Edinburg agrees that in the event of loss or misuse of the Office of the Governor funds, the City of Edinburg assures that the funds will be returned to the Office of the Governor in full; and

WHEREAS, the City of Edinburg designates the City Manager, as the grantee's authorized official, and the authorized official is given the power to apply for, accept, alter, reject, terminate and execute any and all grant documents on the behalf of the City.

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

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

SECTION 2: The City Council hereby authorizes and designates the City Manager, as the City's authorized official, to submit a grant application to the Office of the Governor for the Fiscal Year 2026 Operation Lone Star Grant Program (OLS), and to alter, terminate, accept and execute 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 Vernon's Texas Codes Ann., Government Code, Section 551.041, on the 4th day of March, 2025.

CITY OF EDINBURG

By: _____
Ramiro Garza Jr., Mayor

ATTEST:

By: _____
Clarice Y. Balderas, City Secretary

Approved as to form:

By: _____
Josephine R. Solis
City Attorney

Application No. 5538301



CITY OF EDINBURG - CITY COUNCIL

Meeting Date: March 4, 2025

RESOLUTIONS

Agenda Item No: 12.B.

Project Information Form (PIF)

1. Agenda Item:

Consider Resolution Authorizing the City Manager to Submit a Project Information Form (PIF) to the Texas Water Development Board (TWDB) for the Construction of a New Wastewater Plant and Collection System Improvements Through the Clean Water State Revolving Fund (CWSRF) Program SFY 2026 and Execute Any Documents Related Thereto. [Gerardo Carmona Jr., P.E., Director of Utilities]

2. Description:

As the city continues to grow, there is a need for a new wastewater treatment plant and improvements to the collection system. Submitting this PIF will enable the City to include the project in the State's Intended Use Plan (SFY 2026). If the project ranks highly on the State's IUP Project Priority List, the City will be invited to apply for low-cost financial assistance. If it does not rank high enough, a new PIF will be submitted for the following SFY. This PIF requests \$62,000,000 in funding for the construction of the new wastewater treatment plant (Phase 2 of the original plan) and the installation of new sewer lines to direct flow to the new facility (Phase 3 of the original plan).

3. Staff's Recommendation:

Authorize resolution for the City Manager to submit a Project Information Form (PIF) to the Texas Water Development Board (TWDB) for the construction of a new wastewater plant and collection system improvements through the Clean Water State Revolving Fund (CWSRF) Program SFY 2026 and execute any other documents related thereto.

Reviewed by:

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

Approved - 2/28/2025

Final Approval - 2/28/2025

Prepared by:

Gerardo Carmona, Director
of Utilities

Attachments:

A. Resolution

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EDINBURG AUTHORIZING THE CITY MANAGER TO SUBMIT A PROJECT INFORMATION FORM TO THE TEXAS WATER DEVELOPMENT BOARD THROUGH THE CLEAN WATER STATE REVOLVING FUND PROGRAM AND EXECUTE ANY OTHER DOCUMENTS RELATED THERETO.

WHEREAS, the Texas Water Development Board through the Clean Water State Revolving Fund Program (CWSRF) provides low-cost financial assistance for planning, acquisition, design, and construction of wastewater, reuse, and stormwater infrastructure; and,

WHEREAS, on March 7, 2025 Staff will submit a Project Information Form (PIF) for financing of the construction for a new Wastewater Treatment Plant and collection system improvements totaling \$62,000,000; and,

WHEREAS, the City of Edinburg designates the City Manager as the grantee's authorized official. The authorized official is given the power to apply, accept, alter, or terminate the Public Information Form on behalf of the City of Edinburg; and,

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

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

SECTION 2: The City of Edinburg hereby authorizes and directs the City Manager to submit an public information form to the Texas Water Development board and execute any and all documents relating thereto.

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, 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 4th day of March, 2025.

CITY OF EDINBURG

BY: _____
Myra L. Ayala, City Manager

ATTEST:

BY: _____
Clarice Balderas, City Secretary

APPROVED AS TO FORM:

BY: _____
Josephine R. Solis, City Attorney



CITY OF EDINBURG - CITY COUNCIL

Meeting Date: March 4, 2025

RESOLUTIONS

Agenda Item No: 12.C.

FY 2026 Community Project Funding Request

1. Agenda Item:

Consider Resolution Authorizing the City Manager to Submit a Grant Application to the Office of Congresswoman Monica De La Cruz for the FY 2026 Community Project Funding Program to Fund the Downtown Water Treatment Plant Section 2 Basin Improvements and to Execute All Grant Documents Relating Thereto. [Gerardo Carmona Jr., P.E., Director of Utilities]

2. Description:

The Office of Congresswoman Monica De La Cruz (TX-15) solicited applications for the FY 2026 Community Project Funding Program on January 21, 2025 for projects that address the most significant needs of local communities, provide a significant good, are administered by local governments, and fill a clear and present need in the 15th Congressional District of Texas.

The Downtown Treatment Plant Section 2 Basin Improvements project will encompass both design and construction, including the installation and replacement of mechanical and electrical components. This project is part of the Utilities Capital Improvement Projects list. The grant request is approximately \$1,840,000, with a projected minimum 20 percent local match of \$460,000, bringing the total estimated project cost to \$2,300,000. The final match requirement may be subject to change based on the federal review of the project. Matching funds will need to be allocated through the FY 2025-2026 Utility Fund. If additional non-federal funding is required, the City will need to adjust its budget accordingly. Approval to submit this grant application will provide an opportunity to maximize grant funding and reduce the City's budget expenditures.

The submission deadline for this program is Monday, March 10, 2025. If awarded, the project's timeline is anticipated to be approximately one to two years.

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

3. Staff's Recommendation:

Approve Resolution Authorizing the City Manager to Submit a Grant Application to the Office of Congresswoman Monica De La Cruz for the FY 2026 Community Project Funding Program to Fund the Downtown Water Treatment Plant Section 2 Basin Improvements and to Execute All Grant Documents Relating Thereto.

Reviewed by:

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

Approved - 2/28/2025

Final Approval - 2/28/2025

Prepared by:

Vanessa Velasquez,
Administrative Assistant

Attachments:

A. Resolution

RESOLUTION NO. ____

**A RESOLUTION OF THE CITY OF EDINBURG,
TEXAS AUTHORIZING THE CITY MANAGER TO
SUBMIT A GRANT APPLICATION TO THE
OFFICE OF CONGRESSWOMAN MONICA DE LA
CRUZ FOR THE FISCAL YEAR 2026 COMMUNITY
PROJECT FUNDING PROGRAM AND TO
EXECUTE ALL GRANT DOCUMENTS RELATING
THERE TO**

WHEREAS, the Office of Congresswoman Monica De La Cruz solicited grant applications for the Fiscal Year 2026 Community Project Funding Program to fill a clear and present need in the 15th Congressional District of Texas; and

WHEREAS, the City of Edinburg finds it is in the best interest of citizens to submit a grant application to the Office of Congresswoman Monica De La Cruz for the Downtown Water Treatment Plant Section 2 Basin Improvements; and

WHEREAS, the grant requires an anticipated approximate minimum 20 percent local match of \$460,000; 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 grant funds, the City of Edinburg assures that the funds will be returned to the funding agency in full; and

WHEREAS, the Edinburg City Council designates the City Manager as the grantee's authorized official, and the authorized official is given the power to apply for, accept, reject, alter or terminate 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 Council of the City of Edinburg, Texas, authorizes and designates the City Manager as the City's authorized official to submit a grant application for the Fiscal Year 2026 Community Project Funding Program, and to execute 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 Vernon's Texas Codes Ann., Government Code, Section 551.041, on the 4th day of March 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: March 4, 2025

BUDGET

Agenda Item No: 13.A.

Fiscal Year 2024-2025 Budget Transfers

1. Agenda Item:

Consider Approving the Fiscal Year 2024-2025 Budget Transfers for the General Fund and Utility 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.

Public Works Administration

1. General Fund: FROM Machines & Equipment TO Other Capital Outlay, in the Amount of \$42,455. [Vincent Romero, Director of Public Works]

Utility Administration

1. Utility Fund: FROM Office Furniture TO Other Capital Outlay, in the Amount of \$35,000. [Gerardo Carmona, Director of Utilities]

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 Public Works

TRANSFER FROM:

ACCOUNT NAME				ACCOUNT NUMBER												AMOUNT					
				Fund			-	Dept				-	*Category								
1	Machines and Equipment			1	0	0		3	0	0	0		5	2	3	3	0	2	\$	42,455	
												Total						\$	42,455		

TRANSFER TO:

ACCOUNT NAME		ACCOUNT NUMBER												AMOUNT				
		Fund			-	Dept				-	*Category							
1	Other Capital Outlay	1	0	0		3	0	0	0		6	0	5	5	9	0	\$	42,455
										Total					\$	42,455		

Explanation: For the purchase and installation of the Service Center Network.

Transfer funds to correct category.

*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: [Signature] DATE: 2/20/25
 1. [Signature] 4/27/25
 2. [Signature]
 Department Head & Assistant City Manager
 ROUTE TO FINANCE DEPARTMENT

REVIEWED BY: [Signature] DATE: 02/27/2025
 3. [Signature]
 Director of Finance
 ROUTE TO CITY MANAGER'S OFFICE

APPROVED BY: [Signature] DATE: 2/28/25
 4. [Signature]
 City Manager
 ROUTE BACK TO FINANCE DEPARTMENT
 ATTENTION: SANDRA DEE AGUIRRE

For Finance Dept Use Only	
CITY COUNCIL DATE TO PRESENT: <u> </u> / <u> </u> / <u> </u>	Initials <u> </u>
DATE ENTERED TO INCODE: <u> </u> / <u> </u> / <u> </u>	Initials <u> </u>

CITY OF EDINBURG
BUDGET TRANSFER REQUEST FORM
FUND NAME Utility Fund
DEPARTMENT Utilities

TRANSFER FROM:

ACCOUNT NAME		ACCOUNT NUMBER															AMOUNT
		Fund			-	Dept			-	*Category							
1	OFFICE FURNITURE	2	0	0	-	6	0	0	0	-	5	2	3	3	0	1	\$ 35,000
																Total	\$ 35,000

TRANSFER TO:

ACCOUNT NAME		ACCOUNT NUMBER															AMOUNT
		Fund			-	Dept			-	*Category							
1	OTHER CAPITAL OUTLAY	2	0	0	-	6	0	0	0	-	6	0	5	5	9	0	\$ 35,000
																Total	\$ 35,000

Transfer of funds are needed to cover expenses for the network hardware intallation configuration system for the new Service Center Building.

Transfer funds to correct category.

*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: [Signature] DATE: 2/27/25
 1. [Signature] 2/27/25
 Department Head & Assistant City Manager
 ROUTE TO FINANCE DEPARTMENT

APPROVED BY: [Signature] DATE: 2/28/25
 4. [Signature]
 City Manager
 ROUTE BACK TO FINANCE DEPARTMENT
 ATTENTION: SANDRA DEE AGUIRRE

REVIEWED BY: [Signature] DATE: 02/27/2025
 3. [Signature]
 Director of Finance
 ROUTE TO CITY MANAGER'S OFFICE

For Finance Dept Use Only	
CITY COUNCIL DATE TO PRESENT: <u> </u> / <u> </u> / <u> </u>	Initials <u> </u>
DATE ENTERED TO INCODE: <u> </u> / <u> </u> / <u> </u>	Initials <u> </u>



CITY OF EDINBURG - CITY COUNCIL

Meeting Date: March 4, 2025

APPOINTMENTS

Agenda Item No: 14.A.

Advisory Board Appointments

1. **Agenda Item:**

Consider Appointments to the Following City Advisory Board, Council, Commission and Committee: All America City David Chavana 10K Advisory Board, Three Members; Community Development Council, Four Members; Cultural Activities Advisory Board, One Member; Edinburg Golf Board, One Member; Environment Advisory Board, Two Members; Public Library Board, One Member; Public Safety Board, One Member; Recreation and Parks Board, Three Members; Zoning Board of Adjustment, One Member and Two Alternates. [Clarice Y. Balderas, City Secretary]

2. **Description:**

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

All America City David Chavana 10K Advisory Board (3 Members) – It shall be the duty of the Board to formulate and submit to the City Council plans and recommendations for the operation, development, publicity, and all other matters related to the annual All America City David Chavana 10K race.

Present Member(s): Robert Casas, Elias A. Moran Leal, Ricardo Rodriguez, Jr.

Applicant(s): Robert Casas, Elias A. Moran Leal, Ricardo Rodriguez, Jr., Erik Gonzalez, Ponciano Longoria

Community Development Council (4 Members) - 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): Ruben “Bubba” Palacios, Reggie Salinas, Eric Lede, Vacancy

Applicant(s): Ruben “Bubba” Palacios, Reggie Salinas, Eric Lede, Erik Gonzalez, Ponciano Longoria

Cultural Activities Advisory Board (1 Member) - Offer Plans and Recommendations to the Council for the use, program development, operation and maintenance. Serves in an advisory capacity.

Present Member(s): Dr. Sudershan Pasupuleti

Applicant(s): Dr. Sudershan Pasupuleti, Andres Flores, Erik Gonzalez, Ponciano Longoria

Edinburg Golf Board (1 Member) - Function: It shall be the duty of the Board to formulate and submit to the City Council plans and recommendations for the use, operation, maintenance and development of the Ebony Hills Golf Course and Los Lagos Golf Course.

Present Member(s): Lauro Guerrero, Jr.

Applicant(s): Lauro Guerrero, Jr., Eloy Falcon, Erik Gonzalez, Ponciano Longoria

Environment Advisory Board (2 Members) - Offers plans and recommendations to the Council for the use program, development, operation, and maintenance of the respective areas assigned.

Present Member(s): Blanca Garcia, Vacancy

Applicant(s): Blanca Garcia, Erik Gonzalez, Ponciano Longoria

Public Library Board (1 Member) - Function: The Edinburg Public Library Advisory Board acts as a liaison between the community and City Council to promote and support library services and programs. Board members also assist the Library Director in developing policies, promoting the library and planning the future of the library.

Present Member(s): Antonio L. Garza, Jr.

Applicant(s): Antonio L. Garza, Jr., Erik Gonzalez, Ponciano Longoria

Public Safety Board (1 Member) - Function: The Public Safety Board will, when necessary, advise the City Council and make recommendations regarding public safety policy, service levels, fiscal budgetary impacts, and sustain safe, and livable neighborhoods. The Public Safety Board will, when necessary, inform the City Council on issues related to safety, security, disaster mitigation and planning, and general operations as related to the City's overall public safety.

Present Member(s): Adelita G. Ozuna

Applicant(s): Adelita G. Ozuna, Erik Gonzalez, Ponciano Longoria

Recreation and Parks Board (3 Members) - 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): Robert Martinez, Carlos Arispe, Luis G. Alamia

Applicant(s): Robert Martinez, Carlos Arispe, Luis G. Alamia, Alex Rios, Erik Gonzalez, Ponciano Longoria

Zoning Board of Adjustment (1 member; 2 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: Eliseo Garza, Jr. (Member), Ruben Ruiz, Jr. (Alternate), Vacancy (Alternate)

Applicant(s): Eliseo Garza, Jr., Ruben Ruiz, Jr., Erik Gonzalez, Ponciano Longoria

CHAPTER 32: BOARDS, COUNCILS, COMMISSIONS AND COMMITTEES

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

1. Unless otherwise provided for, all members of boards, councils, commissions, and committees appointed by the Mayor and/or City Council pursuant to provisions of the charter and ordinances and resolutions of the city shall be residents of the city or nonresident tax-paying property owners of the city but residing within the extraterritorial jurisdiction of the city.
2. Unless otherwise provided for, any member of a board, council, commission, or committee who, after such member's appointment, shall change such member's residence 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.

1. Unless otherwise provided by federal law, state law, the city charter, or city ordinance, all appointments to boards, councils, commissions, and committees shall be made by the City Council.
2. Unless otherwise provided by federal law, state law, the city charter, or city ordinance, and except for the Edinburg Economic Development Corporation and Civil Service Commission, all appointments to boards, councils, commissions, and committees shall serve two-year terms with no limits on the number of terms they may serve. Board members whose two-year term has ended may continue to serve until a replacement has been appointed.
3. Any vacancy, for whatever reason, of membership of any board, council, commission, or committee shall be filled by the Mayor and/or City Council in the same manner as the original appointment. Unless otherwise provided for, rather than serve out only the unexpired term of the vacant position, all appointees to fill vacancies shall begin a new, full term upon appointment.

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

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

3. **Staff's Recommendation:**

Approve Appointments to the Following City Advisory Board, Council, Commission and Committee: All America City David Chavana 10K Advisory Board, Three Members; Community

Development Council, Four Members; Cultural Activities Advisory Board, One Member; Edinburg Golf Board, One Member; Environment Advisory Board, Two Members; Public Library Board, One Member; Public Safety Board, One Member; Recreation and Parks Board, Three Members; Zoning Board of Adjustment, One Member and Two Alternates.

Reviewed by:

Clarice Balderas, City Secretary

Prepared by:

Sarah Bryan
Administrative Specialist

Attachments:

None



CITY OF EDINBURG - CITY COUNCIL

Meeting Date: March 4, 2025

APPOINTMENTS

Agenda Item No: 14.B.

Amigos Del Valle Designee

1. **Agenda Item:**

Consider Appointment of a City of Edinburg Council Member or Representative as a Designated Board Member, and Designated Alternate Board Member to the Amigos Del Valle Board of Directors. [Clarice Y. Balderas, City Secretary]

2. **Description:**

Amigos Del Valle (1 Member and 1 Alternate)- positively impacts the quality of life in the Lower Rio Grande Valley of South Texas through the provision of diversified and effective human services, community development activities and advocacy, which are directed to low income families and with special emphasis in assisting the elder population to maintain active, healthy and independent lives.

Present Member(s): Councilmember David Salazar (Member), Councilmember Daniel Dan Diaz (Alternate Member)

3. **Staff's Recommendation:**

Appoint a City of Edinburg Council Member or Representative as a Designated Board Member, and Designated Alternate Board Member to the Amigos Del Valle Board of Directors.

Reviewed by:

Prepared by:

Clarice Balderas, City
Secretary

Attachments:

None



CITY OF EDINBURG - CITY COUNCIL

Meeting Date: March 4, 2025

CONSENT AGENDA

Agenda Item No: 15.A.

ILA between City of Edinburg and UTRGV for Los Lagos Golf Course

1. **Agenda Item:**

Consider Authorizing the City Manager to Execute an Interlocal Agreement with The University of Texas Rio Grande Valley for the use of Los Lagos Golf Course for the Men's and Women's Golf Team as Requested by the University of Texas Rio Grande Valley and Any Documents Related Thereto. [Tomas D. Reyna, Assistant City Manager]

2. **Description:**

The Interlocal Agreement between the City of Edinburg and The University of Texas Rio Grande Valley Athletics for the use of Los Lagos for the benefit of UTRGV's Men's Golf Team and Women's Golf Team consist of the following:

Upon approval the UTRGV's Golf Teams will have access to the Los Lagos facilities (including its 18-hole golf course, putting green, chipping area, practice bunker, and driving range), without charges for greens fees, trail fees, range-ball fees, or golf-cart fees:

1. To practice on the 18-hole course up to four (4) days per week with dates and times mutually agreed upon by Los Lagos staff and UTRGV Athletics, subject to the availability of tee times and golf carts; and
2. To permit members of the Golf Teams individual practice opportunities at Los Lagos facilities under the terms listed in Section 2(a), with the understanding that tee times and golf carts must be arranged for each individual round.
3. UTRGV acknowledges and understands that Los Lagos facilities may not always be available for all four (4) days in any individual week and that, on some days, golf carts may not be available for use.

In lieu of any greens fees, trail fees, range-ball fees, or golf-cart fees, UTRGV agrees to provide the City the following marketing and advertising assets each year (September 1-August 31) during the Term of the Agreement for the rights granted in Section 2 herein:

1. A Los Lagos Golf Course website banner/link on the UTRGV Athletics website
2. UTRGV Fieldhouse ribbon-banner signage
3. Recognition as a sponsor during one (1) inning at each home Baseball game
4. Two (2) Football instant replays per game played at Vackar Stadium
5. Twenty-five (25) 30-second commercials for Los Lagos Golf Course to air during UTRGV Volleyball, Men's and Women's Basketball, or Baseball broadcasts on ESPN+.
6. Placement of signage at Los Lagos designating the course as a "Training Course of the UTRGV Vaqueros Men and Women's Golf Teams"

3. **Staff's Recommendation:**

Consider Authorizing City Manager to Execute an Interlocal Agreement with The University of Texas Rio Grande Valley for the use of Los Lagos Golf Course for the Men's and Women's Golf

Team as Requested by the University of Texas Rio Grande Valley and Any Documents Related Thereto.

Reviewed by:

Tomas Reyna, Assistant City Manager Final Approval - 2/28/2025

Prepared by:

Tomas Reyna, Assistant City Manager

Attachments:

- A. ILA COE UTRGV - Los Lagos Golf Course 12.2
- B. Request Letter from UTRGV for the ILA Los Lagos Golf Course (1)

STATE OF TEXAS §

COUNTY OF HIDALGO §

**INTERLOCAL COOPERATION AGREEMENT BETWEEN THE UNIVERSITY OF
TEXAS RIO GRANDE VALLEY AND THE CITY OF EDINBURG, TEXAS**

This Interlocal Cooperation Agreement (“Agreement”) is made on ____ day of March, 2025 (“Effective Date”) by and between the City of Edinburg, Texas, chartered as a home-rule municipality under Chapter 9, *Local Government Code* ("CITY"), and The University of Texas Rio Grande Valley, a State of Texas agency and institution of higher education ("UTRGV"), pursuant to the provisions of the Texas Interlocal Cooperation Act, Chapter 791, *Texas Government Code* (“ACT”). Collectively, CITY and UTRGV may be referred to as the “Parties” or each a party.

RECITALS

A. UTRGV is a general academic teaching institution under Section 61.003(3), *Texas Education Code* and is organized under Chapter 79, *Texas Education Code*, and so meets the definition of an “agency” under Section 771.002(1)(B), *Texas Government Code*; and

B. As a home-rule municipality, CITY is a “local government” as defined by the ACT and a political subdivision of the State of Texas, and CITY operates a municipal golf course at Los Lagos located at 1720 S Raul Longoria Rd, Edinburg, TX 78542 (“Los Lagos”); and

C. The CITY and UTRGV have a long-standing history of working collaboratively to provide services and resources to the residents of the CITY and to benefit the educational mission of UTRGV; and

D. The purpose of this Agreement is to continue the Parties’ collaborative relationship with regard to the use of Los Lagos for the benefit of UTRGV's Men's Golf Team and Women's Golf Team (collectively, the "Golf Teams"); and

E. CITY and UTRGV, on behalf of its Department of Intercollegiate Athletics (“UTRGV Athletics”), desire to establish an agreement between the Parties to delineate the terms and conditions of the use and operation of Los Lagos for the Golf Teams in an effort to maximize resources, provide services to the CITY community, and benefit the educational mission of UTRGV.

NOW THEREFORE, CITY and UTRGV, in consideration of the mutual obligations herein and other good and valuable consideration, the receipt of which is hereby acknowledged, agree to collaborate pursuant to the terms, conditions and covenants set forth as follows, to wit:

AGREEMENT

1. **Term and Termination.** The initial term of this Agreement will begin on the Effective Date and expire on August 31, 2028. UTRGV will have the option to renew this Agreement for one (1) additional five-year Renewal Term (September 1, 2028-August 31, 2033) by giving CITY written notice of renewal at least thirty (30) calendar days before the expiration of the Initial Term. The Initial Term and any Renewal Term are collectively referred to as the Term. Either UTRGV or CITY may terminate this Agreement with or without cause prior to the expiration of the Term upon thirty (30) calendar days written notice to the other party.

2. **Use of Los Lagos.**

(a) CITY will grant UTRGV's Golf Teams access to Los Lagos facilities (including its 18-hole golf course, putting green, chipping area, practice bunker, and driving range), without charges for greens fees, trail fees, range-ball fees, or golf-cart fees:

- (i) To practice on the 18-hole course up to four (4) days per week with dates and times mutually agreed upon by Los Lagos staff and UTRGV Athletics, subject to the availability of tee times and golf carts; and
- (ii) To permit members of the Golf Teams individual practice opportunities at Los Lagos facilities under the terms listed in Section 2(a), with the understanding that tee times and golf carts must be arranged for each individual round.

UTRGV acknowledges and understands that Los Lagos facilities may not always be available for all four (4) days in any individual week and that, on some days, golf carts may not be available for use.

- (b) The Parties understand and agree that any charges for food, beverages, or items purchased at Los Lagos are the responsibility of the Golf Teams or individual student-athletes or coaches and not the CITY. The Parties further understand and agree that CITY's grant of access includes access to parking, restrooms, and other indoor or outdoor facilities at Los Lagos reasonably necessary for the exercise and enjoyment of the rights granted in this Agreement.
- (c) Consistent with the *Federal Educational Rights and Privacy Act*, 20 U.S.C. §1232g, UTRGV agrees to provide CITY a roster of student-athletes who comprise the Golf Teams so that CITY may determine all eligible student-athletes for purposes of Section 2(a) and ensure appropriate use of the Los Lagos facilities. This further includes adherence to Los Lagos rules and regulations.

(d) UTRGV, through UTRGV Athletics, agrees to provide CITY the name of the coordinating party who will schedule days and times for access and use of the Los Lagos facilities by the Golf Teams and ensure that times are available.

(e) UTRGV expects that its student-athletes will be great stewards and patrons of Los Lagos, and participate as proud and privileged members of the Los Lagos community. To this end, UTRGV Athletics will inform the Golf Teams of the expectation that they will make best efforts to comply with all applicable rules and regulations regarding permissible or prohibited activities, dress codes, golf play, or (as applicable) the operation of power or pull carts. UTRGV Athletics will also inform the Golf Teams that failure to comply with these expectations may result in removal from Los Lago temporarily or permanently.

3. **Consideration.** In lieu of any greens fees, trail fees, range-ball fees, or golf-cart fees, UTRGV agrees to provide CITY the following marketing and advertising assets each year (September 1-August 31) during the Term of the Agreement for the rights granted in Section 2 herein:

- a) A Los Lagos Golf Course website banner/link on the UTRGV Athletics website
- b) UTRGV Fieldhouse ribbon-banner signage
- c) Recognition as a sponsor during one (1) inning at each home Baseball game
- d) Two (2) Football instant replays per game played at Vackar Stadium
- e) Twenty-five (25) 30-second commercials for Los Lagos Golf Course to air during UTRGV Volleyball, Men's and Women's Basketball, or Baseball broadcasts on ESPN+.
- f) Placement of signage at Los Lagos designating the course as a "Training Course of the UTRGV Vaqueros Men and Women's Golf Teams"

4. **No Liability.** NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY PUNITIVE, INDIRECT, CONSEQUENTIAL, SPECIAL, OR INCIDENTAL DAMAGES, INCLUDING LOSS OF GOOD WILL OR LOSS OF PROFITS, IN CONNECTION WITH AGREEMENT. No additional obligations will be created on the part of any party except by execution and delivery of the terms of this Agreement. The Parties understand and agree each is a Texas governmental unit subject to Chapter 101, *Texas Civil Practice and Remedies Code*, which limits liability for property damage, personal injury, and death proximately caused by the wrongful act or omission or negligence of an employee acting within the course and scope of employment to the limits contained therein.

5. **Venue; Governing Law.** Hidalgo County, Texas, will be the proper place of venue for suit on or in respect of this Agreement. This Agreement, all its terms and conditions, all rights and obligations of the Parties, and all claims arising out of or relating to this Agreement, will be construed, interpreted and applied in accordance with the laws of the State of Texas.

6. **Entire Agreement; Modifications.** This Agreement supersedes all prior arrangements, written or oral, between the Parties, and will constitute the entire understanding between the Parties with respect to its subject matter. No amendment to this Agreement shall be effective unless reduced to writing expressly referencing this Agreement and signed by an authorized representative of each Party.

7. **Notices.** Except as otherwise provided by this Section, notices, consents, approvals, demands, requests or other communications provided or permitted under this Agreement, will be in writing and will be sent via certified mail, hand delivery, overnight courier, facsimile transmission (to the extent a facsimile number is set forth below), or email (to the extent an email address is set forth below) as provided below. and notice will be deemed given (i) if delivered by certified mail, when deposited, postage prepaid, in the United States mail, or (ii) if delivered by hand, overnight courier, facsimile (to the extent a facsimile number is set forth below) or email (to the extent an email address is set forth when received:

If to UTRGV: The University of Texas Rio Grande Valley 1201 W.
University Dr.
Edinburg, TX 78539
Attn: Chasse Conque, Vice President & Director of
Athletic
Email: chasse.conque@utrgv.edu

If to City: City of Edinburg
415 W. University Dr.
Edinburg, TX 78539
Attn: Myra L. Ayala, City Manager
Email: myala@cityofedinburg.com

or other person or address as may be given in writing by either party to the other in accordance with this Section.

8. **Compliance.** UTRGV shall exercise the rights granted in this Agreement in accordance with all applicable federal, state, and local laws. CITY will own, operate, manage, repair, and maintain Los Lagos in accordance with all applicable federal, state, and local laws. THE PARTIES SHALL NOT BE REQUIRED TO PERFORM ANY ACT OR REFRAIN FROM PERFORMING ANY ACT UNDER THIS AGREEMENT IF THAT PERFORMANCE OR NON-PERFORMANCE WOULD CONSTITUTE A VIOLATION OF OR BE INCONSISTENT WITH THE CONSTITUTION OR LAWS OF THE STATE OF TEXAS. Each Party understands and agrees this Agreement is subject to each Party's obtaining requisite approvals of its governing body, boards, councils, or other controlling interests, to the extent applicable.

9. **Independent Contractors.** Under no circumstances shall any employee or student of UTRGV be considered an agent or employee of CITY; they will be considered to be on

the premises for the purposes set for in Recitals D and E and Section 2(a) of this Agreement. CITY has no authority to dismiss UTRGV employees or students without UTRGV's consent. However, City personnel at Los Lagos may make recommendations to and shall retain its full power to control the practice and operations of Los Lagos.

10. **Severability.** If any one or more of the provisions of this Agreement will for any reason be held to be invalid, illegal, or unenforceable in any respect, that invalidity, illegality or unenforceability will not affect any other provision, and this Agreement will be construed as if the invalid, illegal, or unenforceable provisions had never been included.

11. **Additional Documents.** The Parties agree that they will use reasonable, good faith efforts to execute each such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement, if needed.

12. **Successors.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

13. **Non-Discrimination.** All activities under this Agreement shall be conducted in a manner that does not discriminate against any person on a basis prohibited by applicable law or UTRGV policy, including without limitation race, color, national origin, religion, sex, age, veteran status, or disability.

14. **Liabilities.** This Agreement is not intended to extend the liability of the Parties beyond that provided by law. Neither UTRGV nor CITY waive, nor shall be deemed to have hereby waived, any immunity or defenses that would otherwise be available to it against claims arising from third parties.

15. **Performance of Governmental Functions.** The Parties hereto are entering into this Agreement for the purpose of providing for governmental service or functions and will pay for such services out of current revenues available to the paying party as herein provided. Each Party is responsible for bearing the cost of its own obligations, as outlined above.

16. **Commitment of Current Revenues.** In the event that during the term hereof, the governing body of any party does not appropriate or receive sufficient funds to meet the obligations of such party under this Agreement, then any party may terminate this Agreement upon thirty (30) days written notice to the other party. Each of the Parties hereto agrees to use its best efforts to secure funds necessary for the continued performance of this Agreement. The Parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of each party hereto.

17. **INDEMNIFICATION.** To the extent authorized by the Constitution and the laws of the State of Texas, UTRGV shall indemnify and hold harmless CITY, its elected officials, employees and agents from any and all claims, damages, losses, and

expenses including attorney's fees for the defense of any action against CITY arising out of, resulting from, or connected with acts or omissions by UTRGV, its agents or employees, under this Agreement.

18. **Public Records**. It will be the independent responsibility of each party to comply with Chapter 552 of the Texas Government Code (Public Information Act), as it applies to the Parties' respective information. Neither party is authorized to receive public information requests or take any action under the Public Information Act on behalf of the other party.

IN WITNESS WHEREOF, The Parties have executed and delivered this Agreement to be effective as of the date and year first written above.

City of Edinburg

The University of Texas Rio Grande Valley

By: _____
Myra Ayala,
City Manager

By: _____
Michael Mueller
Executive Vice President for Finance
And Business Affairs, CFO

ATTEST:

By: _____
Clarice Balderas,
City Secretary

Approved as to Form for City:
Office of the City Attorney

By: _____
Josephine Ramirez-Solis
City Attorney



The University of Texas Rio Grande Valley
Department of Intercollegiate Athletics
1201 West University Drive
Edinburg, TX 78539

February 5, 2025

Tomas D. Reyna
Assistant City Manager
City of Edinburg
415 W. University Dr.
Edinburg, TX 78539

Dear Mr. Reyna,

Enclosed with this letter, you will find the updated terms and conditions of the interlocal agreement for use of the Los Lagos Golf Club. We have reviewed the outlined roles and responsibilities of both parties to ensure a successful and mutually beneficial collaboration. We are confident that this revised agreement will lead to many positive outcomes for both UTRGV and the City of Edinburg.

We look forward to working closely with the City of Edinburg to maximize the benefits of this partnership. Should you have any questions or require further information, please do not hesitate to contact me directly.

Thank you for your continued support and cooperation. We are excited about the opportunities this revised agreement will bring and are eager to move forward.

Sincerely,

A handwritten signature in orange ink that reads "Chasse Conque".

Chasse Conque
Vice President and Director of Athletics
University of Texas Rio Grande Valley



CITY OF EDINBURG - CITY COUNCIL

Meeting Date: March 4, 2025

CONSENT AGENDA

Agenda Item No: 15.B.

Smart Water Meter Software Annual Subscription

1. Agenda Item:

Consider Authorizing the City Manager to Renew the Smart Water Meter Software Annual Subscription to Kamstrup Water Metering LLC for existing and new meters in the Total Amount of \$42,356.97. [Gerardo Carmona Jr., P.E., Director of Utilities]

2. Description:

The City has transitioned approximately half of its conventional water meters to smart meters, which require specialized software to transmit water meter readings to the City's billing system. Maintaining the subscription with Kamstrup will ensure the continued provision of smart water meter software services, streamlining the process of collecting meter readings for both existing and new meters. The subscription will remain active until July 26, 2025.

Funding for this service is available in the FY2024-2025 Utility Fund Operating Budget.

3. Staff's Recommendation:

Approve Authorizing the City Manager to Renew the Smart Water Meter Software Annual Subscription to Kamstrup Water Metering LLC for existing and new meters in the Total Amount of \$42,356.97.

Reviewed by:

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

Approved - 2/28/2025

Final Approval - 2/28/2025

Prepared by:

Vanessa Velasquez,
Administrative Assistant

Attachments:

- A. Kamstrup Invoice
- B. License and Hosting Agreement

City Of Edinburg
1201 North
Doolittle, TX 78541
UNITED STATES
74-6000714

Kamstrup Water Metering LLC
2855 Forsyth Commerce Way
Building 200
Cumming, GA 30040
404-835 6716
AR-US@kamstrup.com

Invoice

Delivery Address	Dates & Terms:	Order Information:
City Of Edinburg	Invoice Number	Order Number
1201 North	Invoice Date	Customer Number
Doolittle, TX 78541	Terms of Payment	Purchase Order Number
UNITED STATES	Terms of Delivery	Your Reference
	Delivery Terms Location	Our Reference
		Salesperson:

Pos	Description	Sales Qty	Net Amount USD
<u>Subscription information</u>			
	Subscription name	City of Edinburg	
	Metering points, Customer	20000	
	Metering Points, Subscription	20000	
	Software	READy	
	Infrastructure	AMI	
	Reading interval	Hourly	
	Consumption type	HCW	
	Operation type	Kamstrup hosted solution	
	Invoice period	07/27/2024 - 07/26/2025	
	Net Price Index	Index 2024: 3,14 %	
	Package	No package	
<u>Subscription Costs</u>			
	READY Software Licence	1	32,318.80
	Support agreement	1	
	Hosting agreement	1	
Total Exclusive Tax			32,318.80
City Tax			0%
State Tax			0%
County Tax			0%
District Tax			0%
Invoice Amount to Pay			USD 32,318.80

City Of Edinburg
1201 North

78541 Doolittle
US

74-6000714

**Kamstrup Water
Metering LLC**
2855 Forsyth Commerce
Way

Building 200
Cumming, GA 30040

Phone: 404-835-6716

E-mail: USOrders@kamstrup.com

Quote

Delivery Address:

City Of Edinburg
1201 North
78541 Doolittle
US
Att.: Arturo Martinez
Phone: +1 713 816 5720

Dates & terms:

Valid from 01-31-2025
Valid until 02-03-2025
Terms of payment 30 Days Net
Ship via Road
Incoterm DAP
Incoterm location Doolittle

Order information:

Quote no. 00254494
Customer no. 20075136
Purchase order no. Upgrade Quote
Customer ref. DADN
Served by Charneaka Lewis
Sales repr. Damian Deleon

For any changes or cancellations please see section 5 of the terms and conditions for additional fees that may apply

Pos.	Description	Qty	Total price USD
1.0	Subscription Information		
	Subscription name	City of Edinburg	
	Time until next recurring invoice	6 month(s)	
	Software	READY	
	Number of metering points in total	25000	
	Max number of metering points	≤ 25000	
	My Kamstrup e-mail account	btrevino@cityofedinburg.com	
	Infrastructure	AMI	
	Operation type	Kamstrup hosted solution	
	Package	AMI Standard	
	Consumption type	Water	
	Reading interval	Hourly	
	Modules		
	Additional users (2 users are included)		
	API Access	btrevino@cityofedinburg.com	
	My Kamstrup email account	btrevino@cityofedinburg.com	
	Customer email account	713 816 5720	
	Customer mobile number	Read	
	Access mode		
	Meter Exchange		
	Notifications		
	Priority meters		
	Number of metering points	50	
	Number of metering points		
	READY+		
	Changes to Subscriptions		
	Software, initial costs		0,00
	READY Software	1	
	READY Software API Access	1	
	READY Software Meter Exchange	1	
	Subscription, recurring costs		10.038,17
	READY Software Licence	1	

According to our normal terms of sale and delivery. Please always refer to the above Quote No./Order No.

Support agreement	1	
Hosting agreement	1	
READY Software Licence Additional users	1	
READY Software Licence API Access	1	
READY Software Licence Meter Exchange	1	
READY Software Licence Notifications	1	
READY Software Licence Priority meters	1	
READY+ Dashboard - Water	1	
READY+ Customer Service - Water	1	
READY+ Alarms - Water	1	
READY+ Operations - Water	1	
<u>Service, initial costs</u>		0,00
READY+ Up & Running - Water	1	

Total amount due for payment **10.038,17**

Description	Qty	Total price USD
Recurring subscription cost		
<u>Subscription, recurring costs</u>		31.917,00
READY Software Licence	1	
Support agreement	1	
Hosting agreement	1	
READY Software Licence Additional users	1	
READY Software Licence API Access	1	
READY Software Licence Meter Exchange	1	
READY Software Licence Notifications	1	
READY Software Licence Priority meters	1	
READY+ Dashboard - Water	1	
READY+ Customer Service - Water	1	
READY+ Alarms - Water	1	
READY+ Operations - Water	1	

Recurring subscription overview may change due to indexes applies as per contract

Total recurring subscription cost	31.917,00
Total amount excl. VAT	10,038.17 USD

As part of this agreement, the details stated in the appendix "Subscription details" and the separate software and service contract as well as Kamstrup's general terms for using software: "General Licensing Conditions for software delivered by Kamstrup A/S – R21.45" and "General terms and conditions for the delivery of services, R21.28", are additionally accepted.

Subscription details

General terms

Contract Activation	SW Activation
Binding period	1 Year(s)
Automatic renewal	1 Year(s)
Termination deadline	3 Month(s)
Invoice frequency	Yearly
Index type	Standard Index

Support agreement

Support hours

Monday to Thursday: 08:00 to 17:00

Friday: 08:00 to 17:00

Time zone

EST/EDT - Eastern Standard/Daylight Time

Support Response Time

Max. time before start of processing

Critical error

4 Hours

Serious error

8 Hours

Non-serious error

16 Hours

Request for assistance

16 Hours

Hosting agreement

Hosting type

Hosting with Application Management

My Kamstrup email account

btrevino@cityofedinburg.com

Multi-tenant

Yes

Telecommunication / SIM card

Cost paid by customer

General Terms and Conditions for Delivery of Services

of Kamstrup Water Metering L.L.C.

1.0 General provisions	
1.1. Unless otherwise agreed in writing between the Customer and Kamstrup Water Metering L.L.C. ("Kamstrup"), the following general terms and conditions shall apply to Kamstrup's delivery of services to the Customer.	
1.2. The Customer's general conditions, customary practices etc., if any, shall not apply unless such conditions have been accepted expressly and in writing by Kamstrup.	
2.0 Agreement	
2.1. The agreement ("Agreement") shall consist of:	
2.1.1. a contract indicating the parties to the transaction, the subject and the documents forming part of the Agreement,	
2.1.2. relevant appendices specifying the services, prices etc., and	4.6. The service shall not comprise any work in relation to third-party products, including installation as well as service and maintenance of such products.
2.1.3. these General Terms and Conditions for the Delivery of Services.	4.7. Kamstrup shall not establish direct contact with nor carry out work on behalf of consumers unless otherwise agreed separately with the Customer.
3.0 Interpretation	
3.1. In the event of any discrepancies between the documents forming the Agreement, these shall be interpreted according to the order of priority indicated in Clause 2 above; provided however, that individually agreed terms shall always take precedence over standard terms.	
4.0 Services and Adjustments	
4.1. Kamstrup shall deliver the services in accordance with the Agreement. The services shall be performed in accordance with good industry practice unless the Agreement stipulates otherwise.	
4.2. The Agreement shall also apply to services relating to products purchased by the Customer after the conclusion of the Agreement. Kamstrup shall be entitled to increase the service charge accordingly.	
4.3. The delivery times of the services indicated by Kamstrup shall be non-binding, except where this is expressly agreed by the parties.	
4.4. Kamstrup shall be entitled to an adjustment to the scope, time for delivery and/or service charge for any change which results from new or amended statutory requirements or regulations or where the Customer requests a change of scope or time for delivery.	
4.5. The services shall not include any remedying of damage caused by (a) the incorrect or unauthorized use of Kamstrup's products, (b) unauthorized repairs carried out the Customer or third parties, (c) any act or omission by the Customer or a third party, or (d) the discontinuation of third-party network/communication services (including by loss of concession, dissolution, bankruptcy, or cease of business) or the phase-out or replacement of network and/or communication technologies supporting Kamstrup's products and/or services.	
	5.0 Data processing
	5.1. Kamstrup processes personal data of the Customer's clients in connection with the performance of the services.
	5.2. In this context, Kamstrup acts as processor in accordance with applicable data protection law. Kamstrup and the Customer shall comply with all applicable data protection laws and regulations and enter into a data processing agreement where this is legally required. Kamstrup shall maintain an information security program including reasonable administrative, technical and physical measures designed to secure and protect the confidentiality, integrity and availability of all confidential information while in Kamstrup's possession against unauthorized, unlawful or accidental access, disclosure, transfer, destruction, loss or alteration.
	5.3. Upon the Customer's request, Kamstrup shall provide the Customer with sufficient information to enable the Customer to ensure that relevant security measures for the data processing above have been implemented.
	6.0 Payment and price adjustment
	6.1. The Customer shall make payment to Kamstrup on or before the agreed time for payment and in no case later than 30 days from the correct invoice. In the event of late payment, interest shall accrue at a rate of per cent (2%) per month or (if lower) the maximum rate permitted by applicable law.
	6.2. Where the Customer disagrees with Kamstrup on the amount due, the Customer shall notify Kamstrup without undue delay. Otherwise the amount invoiced shall be deemed accepted. In case of a good faith objection by the Customer, any uncontested part of the invoiced amount shall be paid on the due date.
	6.3. Kamstrup is entitled to adjust the service charge once a year. The first adjustment shall apply one (1) year from

General Terms and Conditions for Delivery of Services

the commencement of the Agreement, based on the increase in the last year's net price index. The respective adjustment of the service charge shall feature on the first following invoice.

6.4. Any travel expenses incurred by Kamstrup, including travelling time spent, which are not included in the service charge, shall be invoiced separately to the Customer.

6.5. Any additional costs incurred by Kamstrup as a consequence of change in scope or time for delivery requested by the Customer or necessary due to circumstances outside Kamstrup's reasonable control shall be invoiced separately to the Customer.

7.0 Customer's obligations

7.1. The Customer shall comply with Kamstrup's instructions concerning equipment delivered by Kamstrup, including but not limited to instructions in manuals etc. as regards operation, maintenance and repair.

7.2. The Customer shall grant Kamstrup full and unrestricted access to performing the services. Kamstrup shall at any time have the right to access any equipment etc. delivered by Kamstrup, including with a view to inspecting and remedying a non-conformity. If the Customer's maintenance, use or other activity is not carried out correctly, the Customer shall immediately comply with Kamstrup's instructions relating thereto.

7.3. A contact person of the Customer shall be available and present when the services are performed at the Customer's site.

8.0 Warranty

8.1. Kamstrup warrants that it shall perform the services in a professional and workmanlike manner in accordance with the provisions of the Agreement. This warranty ceases 3 months from the performance of the respective service.

8.2. Where the service do not comply with the provisions of the Agreement, the Customer shall notify Kamstrup without undue delay upon discovering the non-conformity.

8.3. Kamstrup shall (and as Customer's sole and exclusive remedy for breach of any warranty), in its sole discretion, either:

8.3.1. Repair or re-perform non-conforming services in compliance with the provisions of the Agreement, or

8.3.2. Credit or refund the price of such non-conforming services at the pro rata Agreement rate.

8.3.3. OTHER THAN THE EXPRESS WARRANTY SET FORTH HEREIN, KAMSTRUP MAKES NO REPRESENTATIONS OR IMPLIED WARRANTIES TO CUSTOMER WITH RESPECT TO ANY SERVICES PROVIDED UNDER THIS AGREEMENT OR ANY EQUIPMENT, NETWORK DEVICES, FIELD TOOLS, SOFTWARE, FIRMWARE OR LOSS OF DATA, INCLUDING WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, INFRINGEMENT OR WARRANTIES THAT MAY BE IMPLIED BY TRADE USAGE OR CUSTOM.

9.0 Liability

9.1. Kamstrup shall not be liable for any operating loss, loss of profit, loss of business, financial losses or indirect losses sustained incurred by the Customer as a result of delayed or non-conforming services under the Agreement.

9.2. Furthermore, Kamstrup shall not be liable to the Customer's for any loss of data or for failures or breakdowns in the Customer's IT equipment such as hardware, software, networks and firewalls used for connection to the operations server.

9.3. Kamstrup's total liability under the Agreement shall not exceed an amount corresponding to the annual service charge.

9.4. IN NO EVENT SHALL KAMSTRUP BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES OF ANY KIND, EVEN IF THE OTHER PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10.0 Force Majeure

10.1. Kamstrup shall not be liable for any delay or non-performance of its obligations where such delay or non-performance is attributable to circumstances beyond Kamstrup's control, including but not limited to industrial disputes (including global and local strikes and/or lockouts), fires, wars, uprisings, civil unrest, acts of terrorism, epidemics, natural disasters, currency restrictions, computer viruses, worms etc., import or export restrictions, breakdowns or disruptions in telecommunication, discontinuation of third-party network/communication services (including by loss of concession, dissolution, bankruptcy, or cease of business), or sunsets or replacements of networks and/or communication technologies, acts of government, inability to source components affecting the industry as a whole, as well as any similar conditions affecting a subsupplier's performance vis-à-vis Kamstrup. If the effects of the relevant event continue for a period of more than three consecutive months, then either party shall be entitled to terminate the contract.

11.0 Intellectual Property Rights.

11.1. Unless otherwise expressly agreed, all intellectual property rights included in the service, including patents, trademarks, copyrights and design rights, shall at all times vest in Kamstrup.

12.0 Confidentiality

12.1. Both parties undertake to keep confidential any and all information exchanged by the parties which is either indicated as confidential or, due to its nature, should be kept confidential, including but not limited to Kamstrup's drawings and specifications, and information about prices and quantities with the exception of those instances where the disclosure of such information is necessary in order for the party to fulfil its obligations under the Agreement.

General Terms and Conditions for Delivery of Services

- 12.2. The confidentiality obligation of the parties shall continue to apply after the termination of the Agreement. It shall not apply to the extent that the information exchanged is or subsequently becomes publicly available, unless such public availability is the result of a breach of the Agreement.

13.0 Assignment

- 13.1. Neither party shall have the right to assign its rights or obligations in full or in part without the prior written approval of the other party.
- 13.2. Notwithstanding the above provision, Kamstrup shall have the right to transfer its rights and obligations in full or in part to an affiliate or a subsupplier without the Customer's approval. Kamstrup shall be liable for Subsupplier's acts and omission as for its own acts and omissions.

14.0 Amendments

- 14.1. Any amendments or additions to the Agreement, including the appendices to the Agreement, shall only be valid if made in writing and signed by both parties.

15.0 Term and Termination

- 15.1. The Agreement shall run for a period of twelve (12) months and shall subsequently be renewed automatically for a further period of twelve (12) months at a time unless terminated in writing by either party with no less than three (3) months' prior notice before the expiry of the respective twelve-month period.
- 15.2. Either party shall be entitled to terminate the Agreement at any time by written notice if the other party is in material breach (including late or non-payment) and, where a remediation is possible, does not rectify such breach within a reasonable period of time.
- 15.3. The Customer recognizes that the underlying network and/or communication technologies supporting Kamstrup's products and/or services might be phased out or replaced by other or more advanced technologies prior to the expiration of this Agreement or any renewals. If such network and/or communication technology changes will render such products or services unable to function as represented at the time of sale, Kamstrup will make reasonable efforts to notify the Customer at least 6-months before the changes occur. After such notice, Kamstrup may propose a workaround, including its price, for the Customer's review and acceptance. If Kamstrup does not provide such proposal at least 6-months before the changes occur or if within 30 days of receiving the proposal the Customer does not accept it, either party shall be entitled to terminate this Agreement by providing written notice to the other party. Upon such termination, Kamstrup will issue a credit or refund of the pro-rated price for any services that have been prepaid but not delivered to the Customer.

16.0 Governing Law and Disputes

- 16.1. These terms and conditions shall be governed by and interpreted in accordance with the laws of the State of Georgia, U.S.A., exclusive of the U.N. Convention on the International Sale of Goods.
- 16.2. Any controversy or claim arising out of or relating to these terms and conditions, or the breach thereof, shall be subject to the exclusive jurisdiction of the State courts of Georgia.
- 16.3.

General Licensing Conditions for software

Delivered by Kamstrup Water Metering L.L.C.

1.0 General terms and conditions

1.1. These General Licensing Conditions (the "Conditions") shall apply to any agreement (the "Agreement") between Kamstrup Water Metering L.L.C. ("Kamstrup") and Licensee for the use of the Software and relevant documentation ("Documentation") provided by Kamstrup. Licensee terms of any form shall not apply unless specifically agreed.

2.0 Software License

2.1. Kamstrup hereby grants to Licensee the non-exclusive and non-transferable right to use the Software as defined in the Agreement. No further license or right to use is granted under these Conditions and any intellectual property contained in the Software shall remain Kamstrup's property at all times. "Use" shall mean (i) install, store, read, run and display the Software for the purpose of executing the program instructions for data processing and (ii) make the required temporary copies necessary for this process. The license remains in force until the Licensee stops using the Software or until termination of the Agreement in accordance with these Conditions. The Parties agree that these Conditions shall also apply (i) to any Software and/or Documentation updates, upgrades, error corrections, enhancements etc. and (ii) to customer-specific adaptations and extensions to standard Software.

2.2. Conditions of Use:

2.2.1. The Software and Documentation shall only be Used in accordance with these Conditions and Licensee shall comply with the instructions given by Kamstrup (including, but not limited to the Documentation).

2.2.2. The license is limited to the number of metering points, number of users and/or use at the agreed server locations as agreed between the Parties.

2.2.3. Unless otherwise agreed in writing, Licensee is entitled to use the Software and the Documentation for its own business only and shall not use or permit the use by, on behalf of or for the benefit of any third party or company in any way whatsoever, either free of charge or against payment. Subject to Kamstrup's written consent, Licensee shall be entitled to have the Software installed at an operations provider (outsourcing) provided that the

provider is located in the country where the Software will be used and the provider's use of the Software is strictly limited to the purpose of Licensee being able to use the Software in accordance with these Conditions.

2.2.4. Licensee may make one backup copy of the Software solely for replacing the original Software if the original Software is not in working order. The copy may not be used at the same time as the original version of the Software. Otherwise, Licensee is not entitled to sub-license, copy, translate, alter, modify, produce derived forms of, disassemble, reverse engineer, decompile or use the Software and the Documentation other than in the contractually agreed manner or to the extent permitted by mandatory law, and shall prevent others from carrying out such prohibited activities.

2.2.5. All security matters of the IT-system on which the Software is used are Licensee's sole and exclusive responsibility. Licensee shall implement the necessary measures such as a disaster recovery and business continuity plans and shall make regular backup copies of all stored data (including all reported measurement data, databases, computer records and computer programs) in accordance with best computing practices.

2.2.6. The Licensee is responsible for setting up, maintaining, updating, and operating the relevant IT Environment. IT Environment means the systems that are necessary to run, install, interface with, and/or use the Software, including without limitation all hardware and third-party software or operating system not contained in or bundled with the Software as delivered. Licensee will without undue delay, completely and accurately implement any software updates or upgrades provided by Kamstrup and/or by the respective vendors of Licensee's IT environment, as applicable. Kamstrup reserves the right to change (add, delete and/or amend) any type of external interface requirement to connect the Software to Licensee's IT-Environment, provided that Kamstrup gives the Licensee at least twelve (12) months advance notice before the requirement is changed.

2.2.7. Use of the Software outside the documented hardware, peripheral and software configurations is permitted (i) if the configured hardware and software infrastructure is temporarily inoperable; in this case the license is

General Licensing Conditions for software

temporarily and without additional charge extended to suitable replacement infrastructure until the failure is remedied, provided the replacement infrastructure is under Licensee's direct control, or (ii) if the Software is used with suitable replacement infrastructure if the use of the infrastructure according to the original configurations is permanently discontinued. The use of the Software with temporary or permanent replacement infrastructure shall be at Licensee's sole risk and responsibility. Licensee shall track and keep records on the use, copying, storage and disclosure of the Software.

- 2.2.8. Kamstrup, or an independent auditor appointed by Kamstrup, may inspect any systems, records, documents or copies at Licensee's premises in order to audit the compliance with the obligations related to the Software. The costs for such inspection shall be borne by Kamstrup, unless it is determined that Licensee is in breach of its obligations under the Agreement, in which case Licensee shall bear the costs. Licensee shall make available such records to Kamstrup or its representative for this purpose.

3.0 Fee

- 3.1. The License Fee covers the delivery and use of the Software and the Documentation by Licensee in accordance with these Conditions. The License Fee is an one-time fee.
- 3.2. The Maintenance Fee covers the delivery and use of Patches and Releases. The Maintenance Fee is a yearly fee.

4.0 Invoicing and Terms of Payment

- 4.1. The agreed Fees shall be payable in advance, not in arrears. Except where otherwise agreed, all fees, costs and prices shall be payable in US\$. They shall be exclusive of any sales or value added tax or other taxes and costs that may apply under the relevant jurisdiction. All payments shall be made in full without any deduction or set off to the bank account specified by Kamstrup no later than thirty (30) days after receipt of the invoice. If any sum payable under the Agreement is not timely paid in full, Kamstrup may charge interest at a rate of two (2) per cent per commenced month as from the due date (or, if lower, the maximum rate permitted by law) and/or, in case of failure to make payments within twenty (20) days after the due date, terminate the Agreement. Without limiting Kamstrup's right for late or non-payment, the User may not Use any new Data from the due date of the payment until to the date of actual payment.

5.0 Warranty

- 5.1. Kamstrup warrants that, if no maintenance or hosting contract has been concluded between the Parties for the software, for a period of 90 days, or otherwise, for the period of the maintenance or hosting contract, the Software materially fulfils the functionality as set out in the Documentation. Kamstrup further warrants the compatibility/ interoperability of the Software with the tested and documented Kamstrup hardware; however,

Kamstrup does not warrant that the Software will operate in all configurations and applications which Licensee may select for use.

- 5.2. In the event of a defect (i.e. breach of the warranty defined in this clause) during the warranty period, Licensee shall notify Kamstrup without undue delay in writing and provide all information to Kamstrup to analyse the defect. Kamstrup shall, within a reasonable time after receipt of the timely and substantiated defect notification, at its discretion (i) rectify such a defect by providing an adequate workaround solution, (ii) supply a replacement solution substantially fulfilling the same functional specifications or (iii) reimburse the reduction in value of the non-complying parts of the delivery.
- 5.3. This warranty is subject to Licensee's compliance with its obligations under the Agreement and does not apply to (i) third party software (ii) copies of the Software not originating from Kamstrup or not produced in the contractually agreed manner, (iii) Software used or installed on other than approved hardware and software configuration, (iv) Software that was subjected to improper or negligent installation or use or that suffered an accident for which Kamstrup is not responsible, (v) Software modified, extended or combined with other programs by Licensee or a third party without previous written approval, or (vi) Software that was subjected to treatment not conforming with environment, energy supply or operational limitation requirements specified in the Documentation or (vii) defects resulting from interfacing to third party systems, from the discontinuation of third-party network/communication services (including by loss of concession, dissolution, bankruptcy, or cease of business), or from the phase-out or replacement of the network and/or communication technologies supporting Kamstrup's products and/or services.
- 5.4. THE WARRANTIES AND REMEDIES STATED IN THIS CLAUSE SHALL BE LICENSEE'S SOLE AND EXCLUSIVE WARRANTIES AND REMEDIES IN CASE OF SOFTWARE DEFECTS OR DEFAULTS; ALL WARRANTIES AT LAW ARE EXCLUDED.
- ## 6.0 Intellectual Property Rights
- 6.1. All rights, title and legal claims, including but not limited to copyright, trademarks and other intellectual property rights relating to the Software, Documentation and other deliveries made available hereunder to Licensee (including intellectual property rights to customer specific adaptations of standard Software, even if funded by Licensee), with the exception of the rights expressly granted in the Agreement, remain in their entirety the ownership of Kamstrup, its licensors or suppliers.
- 6.2. Kamstrup warrants that, to the best of its knowledge, the Software does not infringe third party intellectual property rights in a way prohibiting the use in the country where the Software is licensed for use.
- 6.3. In case the Software infringes third party intellectual property rights that Kamstrup should have been aware of, Kamstrup shall indemnify Licensee for all reasonable costs

General Licensing Conditions for software

and fees, provided that Licensee (a) immediately notifies Kamstrup of any claim, (b) allows Kamstrup to conduct any proceedings or accept any settlement with the third party and (c) assists Kamstrup in defending such claims if required.

- 6.4. If the Software infringes third party intellectual property rights, Kamstrup shall, at its own cost and at its sole discretion, either (i) modify the Software and Documentation so that it no longer infringes the respective third party intellectual property right, (ii) supply to Licensee a replacement solution essentially fulfilling the same functional specifications, (iii) obtain at its own cost the authorization for Licensee to use the respective third party intellectual property right or (iv) reimburse to Licensee the reduction in value of the infringing parts of the Software or Documentation.
- 6.5. Kamstrup's warranty under this Clause does not apply for any infringement of third party intellectual property rights caused by implementing Licensee's specifications, or for any use or modification by Licensee which is not in accordance with the Documentation or Kamstrup's instructions.
- 6.6. THE WARRANTIES AND REMEDIES STATED HEREIN SHALL BE LICENSEE'S SOLE AND EXCLUSIVE WARRANTIES AND REMEDIES IN CASE OF INFRINGEMENT OF THIRD PARTY INTELLECTUAL PROPERTY RIGHTS.

7.0 Liability

- 7.1. NOTWITHSTANDING ANY OTHER PROVISION IN THE AGREEMENT
- 7.1.1. KAMSTRUP'S AGGREGATE LIABILITY UNDER OR IN CONNECTION WITH THE AGREEMENT SHALL BE LIMITED TO 50 % OF THE LICENSE FEE OR (IF APPLICABLE) THE MAINTENANCE FEE PAYABLE FOR THE 12 MONTH PERIOD IN WHICH ANY CLAIM ARISES.
- 7.1.2. KAMSTRUP SHALL NOT BE LIABLE, WHETHER BY WAY OF INDEMNITY, BREACH OF STATUTORY DUTY, IN CONTRACT OR IN TORT (INCLUDING NEGLIGENCE) OR UNDER ANY OTHER LEGAL THEORY FOR ANY OPERATING LOSS, LOSS OF PROFITS OR REVENUES, LOSS OF PRODUCTION, LOSS OF CONTRACT, COST OF CAPITAL OR FOR ANY FINANCIAL OR ECONOMIC LOSS, LOSS OF DATA OR ANY INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGE WHATSOEVER, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 7.1.3. THE REMEDIES SET OUT IN THE AGREEMENT ARE LICENSEE'S SOLE AND EXCLUSIVE REMEDIES FOR ANY CLAIM ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT.
- 7.1.4. THE LIMITATIONS OF LIABILITY SHALL NOT APPLY IN CASE OF GROSS NEGLIGENCE OR WILFUL MISCONDUCT.

8.0 Termination

- 8.1. Each Party may terminate the Agreement by written notice with immediate effect if (i) the other Party materially fails to perform or comply with the Agreement or the applicable laws relating to the subject matter of the Agreement and fails to cure such default within a period

of 30 days or (ii) the other Party goes into involuntary dissolution or bankruptcy or has a receiver appointed. Kamstrup may also terminate the Agreement with immediate effect in case of a non-authorized transfer or assignment of the Software, Documentation, the Agreement or parts thereof by Licensee, or, if Licensee merges with, has substantially all assets or stock acquired by a third party or acquires substantially all assets or stock of a third party which is in direct competition with Kamstrup.

- 8.2. The Licensee recognizes that the underlying network and/or communication technologies supporting Kamstrup's products and/or services might be phased out or replaced by other or more advanced technologies prior to the expiration of this Agreement or any renewals. If such network and/or communication technology changes will render the Software unable to function as represented at the time of this Agreement, Kamstrup will make reasonable efforts to notify the Customer at least 6-months before the changes occur. After such notice, Kamstrup may propose a workaround, including its price, for the Customer's review and acceptance. If Kamstrup does not provide such proposal at least 6-months before the changes are occur or if within 30 days of receiving it the Customer does not accept it, either party shall be entitled to terminate this Agreement by providing written notice to the other party. Upon such termination, Kamstrup will issue a credit or refund of the unused portions of the License Fees that have been prepaid (on a time-apportioned basis).
- 8.3. Upon termination of the Agreement, Licensee shall immediately and permanently discontinue the use of and delete on its IT system the Software and Documentation and shall return the Software and Documentation (including any modification, electronic and other copies and recordings thereof) to Kamstrup without delay. For avoidance of doubt, there shall be no refund of any element of the License Fee, Maintenance Fee or other fees by reason of termination.

9.0 Miscellaneous

- 9.1. End of Life
- 9.1.1. Kamstrup may, at its discretion, decide to cease to support Software. Kamstrup will provide the Licensee with at least 90 days' written notice of the last date of commercial availability of the affected product (the "End of Sale Date"). Kamstrup will continue to support such products for a period of 3 years after the End of Sale Date, on the terms of Kamstrup's software support agreement. Kamstrup will have no obligation to continue support of such products after such 3 year period has expired.
- 9.2. Delivery and Acceptance
- 9.2.1. Kamstrup shall deliver (transmit, hand over or otherwise make available) one (1) copy of the Software in object code/machine-readable form on the appropriate media, the required license keys and one (1) set of the Documentation. Third party software and Documentation shall be delivered in the form and number as delivered by

General Licensing Conditions for software

the third party supplier. In case a hosting contract is in place, the Software will be installed on a Kamstrup server and Licensee will be provided adequate access.

9.3. Confidentiality

- 9.3.1. All documents, information and data, whatever the medium, form or content, that Licensee receives from Kamstrup during the performance of the Agreement (i) shall be treated as confidential, (ii) shall not be transmitted or disclosed to third parties without Kamstrup's prior written consent. Licensee shall ensure that its employees and subcontractors receive such confidential information on a need-to-know basis only and comply with the confidentiality obligations as set out in this clause. This confidentiality obligation shall survive expiry or termination of the Agreement. The confidentiality obligation does not apply to documents, information and data that (i) is generally available from public sources or in the public domain through no fault of Licensee, (ii) was received from a third party without breach of a nondisclosure obligation, (iii) is required to be disclosed by law subject to Licensee's obligation to notify Kamstrup of such disclosure in a timely manner; or (iv) approved for disclosure with Kamstrup's prior written consent.

9.4. Amendments

- 9.4.1. Modifications and amendments to the Agreement shall only be valid when made in writing and signed by authorized representatives of both Parties. This procedure may only be waived in writing.

9.5. Assignment

- 9.5.1. Licensee shall not assign, sub-license, lease or otherwise transfer, share or commercialize, whether in whole or in part, the Software and Documentation or any rights or obligations under the Agreement without the prior written consent of Kamstrup. Any breach of this obligation shall constitute a material breach and entitle Kamstrup to terminate the Agreement with immediate effect.

9.6. Force Majeure

- 9.6.1. Force Majeure shall be defined as an occurrence resulting from any cause beyond a Party's reasonable control, including blackouts, power failures, inclement weather, fire, explosions, natural disasters, epidemics, strikes, work stoppages, labour slow-downs, industrial disputes, sabotage, destruction of production facilities, riots or civil disturbances, acts of government or governmental agencies, including changes in laws or regulations that materially and adversely impact the Party, its suppliers or licensors discontinuation of third-party network/communication services (including by loss of concession, dissolution, or bankruptcy or cease of business), or sunsets or replacements of networks and/or communication technologies, or any virus, worm or other harmful computer program. The affected Party shall not be considered to be in breach of the Agreement during the Force Majeure event and its consequences. The affected Party shall inform the other Party in writing as soon as practicable after the Force Majeure event has occurred and provide information on the consequences of

such Force Majeure event. Payment obligations shall never be impaired by Force Majeure.

9.7. Severability

- 9.7.1. Should any provision of the Agreement be invalid or unenforceable, the remaining provisions shall not be affected thereby and the invalid or unenforceable provision shall be substituted by a valid and enforceable provision reflecting as closely as possible the Parties' original intent and commercial effect.

9.8. Contractual Documents

- 9.8.1. In the event that the Agreement and the documents mentioned herein contain contradictory provisions, and provided that circumstances do not indicate otherwise, the provisions shall apply in the order as follows: 1. The Agreement; 2. Appendices to the Agreement.

9.9. Entire Agreement

- 9.9.1. The Agreement (with its Appendices) shall be the entire agreement between the Parties in respect of the subject matter hereof and shall supersede any prior agreement, whether in writing or any other form.

10.0 Applicable Law and Dispute Resolution

- 10.1. These Conditions and the Agreement shall be governed by and interpreted in accordance with the laws of the State of Georgia, USA, exclusive of the UN Convention on the International Sale of Goods.

- 10.2. Any controversy or claim arising out of or relating to these Conditions or the Agreement, or the breach thereof, shall be subject to the exclusive jurisdiction of the State courts of Georgia.



CITY OF EDINBURG - CITY COUNCIL

Meeting Date: March 4, 2025

CONSENT AGENDA

Agenda Item No: 15.C.

Water Line Access Agreement between City and North Alamo Water Supply Corporation

1. Agenda Item:

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

2. Description:

This agreement will involve the installation of fire hydrants, and appurtenances to provide fire protection services for Sunset Groves. The property owner/developer will be responsible for the material and installation cost, and the City will incur maintenance costs.

Sunset Groves Subdivision is within North Alamo Water Supply Corporation Water Certificate of Convenience and Necessity (CCN) and is located inside city limits.

3. Staff's Recommendation:

Approve Authorizing the City Manager to Enter Into a Waterline Access Agreement with North Alamo Water Supply Corporation to provide fire protection services to Sunset Groves Subdivision.

Reviewed by:

Gerardo Carmona, Director of Utilities

Final Approval - 2/26/2025

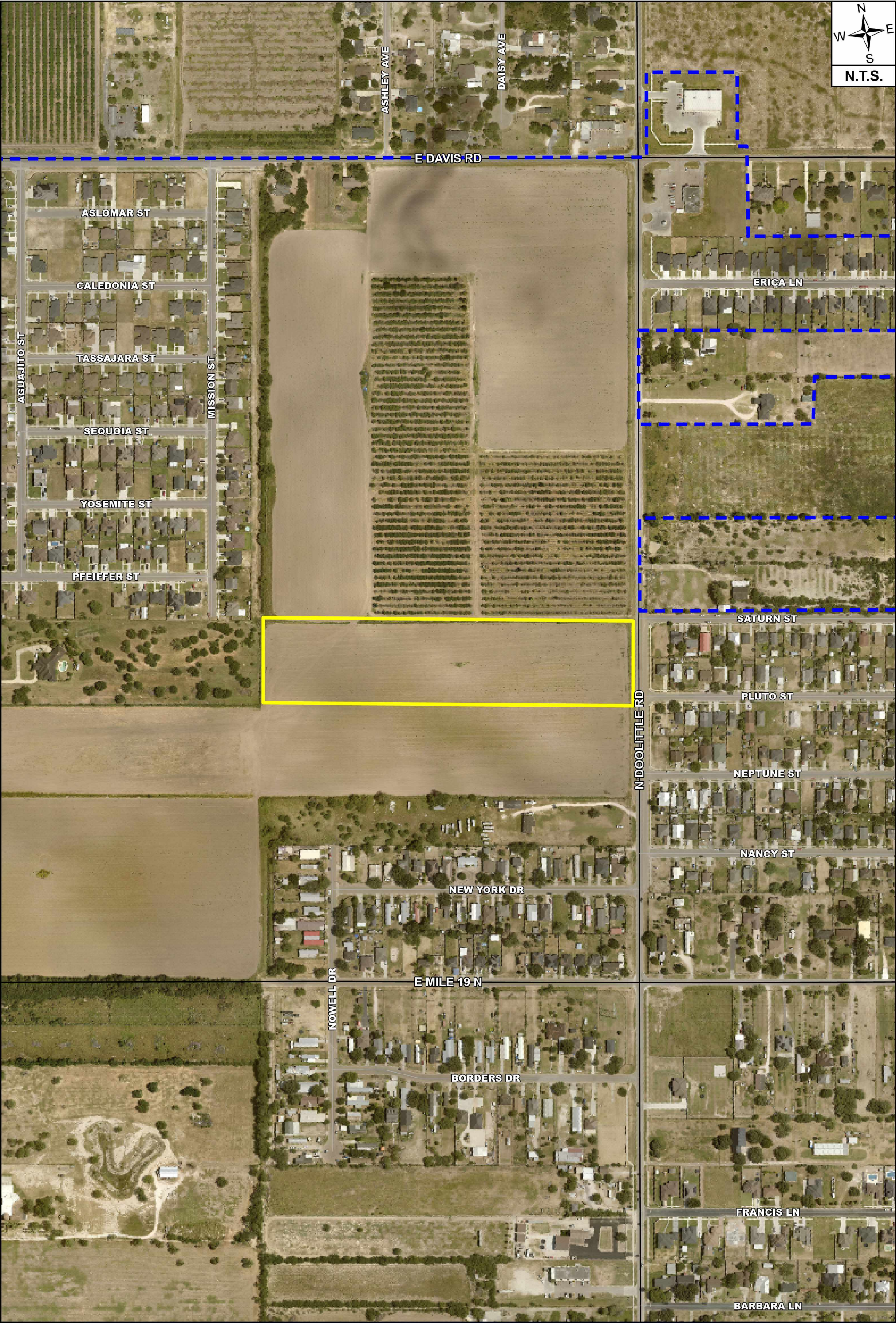
Prepared by:

Mirelda Garza Ramirez,
Administrative Specialist

Attachments:

A. Agreement - Sunset Groves Subdivision

LOCATION MAP



SUNSET GROVES SUBDIVISION

REQUESTED BY: UTILITIES DEPARTMENT | **CREATED BY:** ENGINEERING DEPARTMENT - GIS DIVISION | **DATE:** FEBRUARY 13, 2025

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

AGREEMENT

Richard W. Fryer,
J.D., P.E., LEED AP

FRYER & HANSEN, PLLC

Law Firm
1352 W. Pecan Blvd.
McAllen, Texas 78501

Telephone 956-686-6606
Telefax 956-686-6601
email@FryerandHansen.com

February 7, 2025

Myra L. Ayala, City Manager
City of Edinburg
415 W. University Drive
Edinburg, Texas 78541

Via U.S Postal Service

**RE: Waterline Access Agreement - North Alamo Water Supply Corporation, City of Edinburg,
RG Enterprises, LLC - Sunset Groves Subdivision**

Dear Ms. Ayala:

Enclosed please find four (4) original **Waterline Access Agreements** ("**Agreement**") for the Sunset Groves Subdivision for signature on behalf of the City of Edinburg ("**City**") along with the signed Form 1295 signed by North Alamo Water Supply Corporation. Please review the Agreement documents, cause them to be executed on behalf of the City in the areas indicated, and provide a City Commissioners' Resolution and/or certified Minutes approving the Agreement.

Once the documents have been signed on behalf of the City, please return the documents (signed Agreements and Resolution and/or Minutes reflecting City's approval of the Agreement) back to this office in the self-addressed envelope provided herein for your convenience.

When the documents have been signed on behalf of the City and returned to this office along with the City's Resolution and/or certified Minutes, we will review the documents and then forward them to North Alamo Water Supply Corporation for further execution. After the documents have been fully-signed by all parties, we will distribute a fully-executed document to each party.

Thank you for your attention to this matter. If you should have any questions, please do not hesitate to call.

Sincerely,

/S/ Richard W. Fryer
Richard W. Fryer

RWF/kb
Enclosures



CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2025-1265959

Date Filed:
02/06/2025

Date Acknowledged:

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

North Alamo Water Supply Corporation
Edinburg, TX United States

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

City of Edinburg, Texas

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

NAWSCWAA116
Waterline Access Agreement for the Sunset Groves Subdivision

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	RG Enterprises, LLC	Edinburg, TX United States		X

5 Check only if there is NO Interested Party.

☐

6 UNSWORN DECLARATION

My name is Steven P. Sanchez, General Manager, and my date of birth is 12/11/1956.

My address is 420 South Doolittle Road, Edinburg, TX, 78542, USA.
(street) (city) (state) (zip code) (country)

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

Executed in Hidalgo County, State of Texas on the 6th day of February, 2025.
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)

STATE OF TEXAS

COUNTY OF HIDALGO

§
§
§
§
§

BETWEEN:
NORTH ALAMO WATER SUPPLY
CORPORATION AND CITY OF
EDINBURG

**WATERLINE ACCESS AGREEMENT
(with City)**

WHEREAS, North Alamo Water Supply Corporation ("NAWSC") has a water distribution system which was designed for potable water distribution to rural communities; and

WHEREAS, such system was not designated specifically with the intent of providing water for fire protection purposes; and

WHEREAS, the City of Edinburg ("City") through its own forces or through the forces of those subject to a contract to provide services, may provide fire protection services to its citizens, some of which fall within the area of the Certificate of Convenience and Necessity granted to NAWSC; and

WHEREAS, City, a governmental entity of the State of Texas, may provide fire protection services to its constituents; and

WHEREAS, Section 67.0105 of the Texas Water Code authorizes water supply corporations to contract with governmental entities like the City to supply water for use in fire suppression, and further provides that the act of supplying such water by water supply corporations such as NAWSC, is an essential governmental function. It also provides that the contract for supplying such water must be to the mutual benefit to the contracting parties; and

WHEREAS, pursuant to Section 67.0105, a corporation that provides a governmental entity with a water supply or equipment to carry out the governmental function as described herein may be liable for damages resulting therefrom only to the extent that the governmental entity would be liable if the governmental entity were performing the governmental function directly; and

WHEREAS, NAWSC and City are mindful of the benefits that can be received by the citizens of the City and the members of NAWSC with the availability of water for use in controlling fires and thereby for the protection of life and property; and

WHEREAS, RG Enterprises, LLC ("Owner") is constructing a subdivision on the property described in Exhibit "A", Sunset Groves Subdivision (the "Subdivision") and the City requires fire protection for the Subdivision as part of the Subdivision process.

THEREFORE, in exchange for the recitals herein made, the consideration exchanged

and the goodwill generated, NAWSC and City agree as follows:

1. This agreement pertains only to those areas in the Subdivision which also are within the boundaries of the Certificate of Convenience and Necessity granted to NAWSC in HIDALGO County, Texas and only **with respect to those areas specifically listed in Exhibit "A"**. No other parts of NAWSC lines shall be affected by this agreement unless specifically set forth in writing by the parties and adopted by official acts of their respective governing bodies.
2. City shall have access to NAWSC lines with no less than six inches (6") in diameter for the purpose of operating and maintaining a fire hydrant system in accordance with industry standards and all federal, state and local codes and as shown in **Exhibit "B" ("Fire Hydrants")**. Such Fire Hydrants to be used solely for the governmental purpose of fire-fighting filling stations. No other use of water shall be made under this agreement. City shall determine if the pressure and volume available on such lines are suitable and sufficient. NAWSC shall gratuitously furnish to City's designated engineer, such waterline modeling information as it may have to the extent such information affects the lines and hydrants shown in Exhibit "A"; such information does not constitute any representation or warranty of any condition and is subject to all limitations, disclaimers, etc. found in this agreement.
3. Except as otherwise provided in this paragraph, all City fire hydrants on NAWSC waterlines or any part of NAWSC's system, shall be used for the governmental purposes of fire-fighting filling stations and shall be painted black with a white bonnet (cap) so as to be designated that they may be available for that limited use in a fire emergency and shall be operated by City such that a positive pressure of no less than 30 p.s.i. is maintained in NAWSC's water line at the point of connection between the water line and the fire hydrant. Should City perform annual testing of each hydrants subject to this agreement so as to determine the color coding attributable to each hydrant under City's fire hydrant coding scheme, City may paint the tested hydrants the appropriate color under that color coding scheme for a period of one (1) year following the test, after which a new test must be done or the hydrant shall be painted black with a white bonnet (cap) until the appropriate test is done. Should a tested and color coded hydrant's condition change after being tested and its condition be such that a different color code is appropriate, City will immediately repaint the hydrant accordingly or should a year expire without a hydrant being re-tested, City will immediately paint it black with a white bonnet (cap) and if City fails to so test and paint City's fire hydrants, NAWSC may (but is not required to) do so at City's expense, such expense to be paid by City to NAWSC upon demand. By allowing a hydrant subject to this agreement to be painted any color other than black with a white bonnet (cap), NAWSC is not representing or warranting that the hydrant is available and suitable for use in a fire emergency.
4. The Fire Hydrants will be constructed by Owner and owned and maintained by City as set out in Exhibit "B." If concrete is used for additional stability, the hydrant weep holes should not be covered.

5. All water used from NAWSC system will be reported monthly to NAWSC by City. This report will state the estimated amount of water used, the date of use, the location of use and any problems encountered with the Fire Hydrants. Forms will be provided by City.
6. There may be an annual charge by NAWSC for water used in fire protection. Such charge will be established annually by the Board of Directors. However, in no case will water be used for any domestic use, equipment wash-downs or construction purposes or any other purpose other than the actual use in controlling fires and maintaining the Fire Hydrants.
7. Because NAWSC is a rural system that cannot patrol all locations daily, a problem may arise as to the abuse of Fire Hydrants by the taking of water for uses other than fire protection. If this becomes a problem, NAWSC reserves the right to install security devices on all hydrants at the cost of City. Sufficient special wrenches, or keys, will be provided to NAWSC by City at no cost to NAWSC. Should City fail to install the required security devices, NAWSC may install such devices as it deems appropriate at a cost to the City.
8. All Fire Hydrants maintenance, inspection and flushing will be done by City personnel, or those under contract to City, for which City will retain responsibility. A schedule will be set up by City to perform flushing no less frequently than once every six (6) months; maintenance, inspection and testing according to National Fire Protection Association 291 shall be performed by City no less frequently than every twelve (12) months. Such schedule shall be provided to NAWSC in writing no later than thirty (30) days prior to any date shown on the schedule. City will maintain the Fire Hydrants such that they may be used as a temporary water sales point and as a flush valve by NAWSC and if City fails to so maintain the Fire Hydrants, NAWSC may (but is not required to) do so at City's expense, such expense to be paid by City to NAWSC upon demand. NAWSC may use the Fire Hydrants as temporary water sales point and as flush valves in order to assure the sanitary conditions of the potable water. In order to assure the integrity of its system and to maintain the sanitary conditions of the potable water, NAWSC personnel will be present at the times of Fire Hydrants maintenance, inspection and flushing and no such activity will occur without such presence. All Fire Hydrants maintenance, inspection and flushing will be done at City's expense. NAWSC may require such maintenance, inspection, and/or flushing to be made at any time, and after notice of such is given to City, such will be conducted as soon as reasonably possible.
9. All installation and replacement of Fire Hydrants and appurtenances will be performed by those personnel approved by NAWSC and under City's authority and responsibility, but only under NAWSC's inspection for defects in construction that may affect water quality. No installation or replacement of Fire Hydrants and appurtenances may occur without the presence of NAWSC personnel. All expenses involved in the installation and replacement of Fire Hydrants and appurtenances will be borne by City, including a reasonable fee for the presence and administration of NAWSC's personnel.

10. CITY ACKNOWLEDGES AND AGREES THAT NAWSC, BY ALLOWING ACCESS TO ITS SYSTEM, ASSUMES A DUTY TO NOT INJURE A PERSON EMPLOYED BY OR OTHERWISE AUTHORIZED BY CITY TO USE, ACCESS, OR IN ANY WAY BENEFIT FROM THE FIRE HYDRANTS, THE WATER THEREIN OR ANY APPURTENANCES THERETO (THE "USER") BY WILLFUL OR WANTON CONDUCT OR BY GROSS NEGLIGENCE, AND THAT NAWSC ASSUMES NO OTHER DUTY OR STANDARD OF CARE. CITY UNDERSTANDS THAT THE STANDARD OF CARE ASSUMED UNDER THIS AGREEMENT DOES NOT REQUIRE NAWSC TO WARN THE USER OF AN UNSAFE CONDITION OR TO MAKE AN UNSAFE CONDITION SAFE SHOULD NAWSC BECOME AWARE, EITHER ACTUALLY OR CONSTRUCTIVELY, OF A CONDITION WHICH RESULTS IN AN UNREASONABLE RISK TO THE USER. FURTHER, CITY UNDERSTANDS THAT NAWSC MAY CHANGE THE CONDITION OF ITS SYSTEM IN A MANNER THAT MIGHT RENDER THE SYSTEM UNSAFE FOR A USER WITHOUT INCURRING LIABILITY FOR SUBSEQUENT INJURY TO USER BY THE NEW DANGER. CITY AGREES TO USE THE WATER AND SYSTEM AT ITS OWN RISK AND AS IT IS FOUND. NAWSC, WITHOUT ACCEPTING ANY DUTY, GRATUITOUSLY WILL ENDEAVOR TO NOTIFY CITY OF ANY CONDITION THAT MIGHT RENDER THE SYSTEM UNSAFE FOR USE BY CITY SHOULD ITS MANAGER BECOME CONSCIOUSLY AWARE OF SUCH A CONDITION. NAWSC HEREBY SPECIFICALLY DISCLAIMS ANY WARRANTY, GUARANTY, OR REPRESENTATION, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, OR CONCERNING (A) THE NATURE AND CONDITION OF THE SYSTEM INCLUDING, WITHOUT LIMITATION, THE PIPELINES, HYDRANTS, FLUSH VALVES, APPURTENANCES, WATER AND REAL PROPERTY, THE SUITABILITY THEREOF FOR ANY AND ALL ACTIVITIES AND USES WHICH CITY MAY ELECT TO CONDUCT OR THE EXISTENCE OF ANY HAZARD OR CONDITION; (B) THE NATURE AND EXTENT OF ANY RIGHT-OF-WAY, LEASE, POSSESSION, LICENSE, RESERVATION, CONDITION OR OTHERWISE; AND (C) THE COMPLIANCE OF THE SYSTEM OR ITS OPERATION WITH ANY LAWS, ORDINANCES OR REGULATIONS OF ANY GOVERNMENTAL ENTITY OR BODY. CITY ACKNOWLEDGES BY USE OF THE SYSTEM THAT IT HAS AND WILL INSPECT THE SYSTEM AND CITY WILL RELY SOLELY ON ITS OWN INVESTIGATION OF THE SYSTEM AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY OR ON BEHALF OF NAWSC. CITY FURTHER ACKNOWLEDGES THAT THE INFORMATION PROVIDED AND TO BE PROVIDED WITH RESPECT TO THE SYSTEM WAS OBTAINED WITHOUT CONSIDERATION BEING GIVEN AND NAWSC (1) HAS NOT MADE ANY INVESTIGATION OR VERIFICATION OF SUCH INFORMATION; (2) DOES NOT MAKE ANY REPRESENTATION AS TO THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION. ACCESS TO THE SYSTEM IS ALLOWED ON AN "AS IS", "WHERE IS", AND "WITH ALL FAULTS" BASIS, AND CITY EXPRESSLY ACKNOWLEDGES THAT, IN CONSIDERATION OF THIS ACCESS, NAWSC MAKES NO WARRANTY OR REPRESENTATION,

EXPRESSED OR IMPLIED, OR ARISING BY OPERATION OF LAW, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF CONDITION OR FITNESS FOR PARTICULAR PURPOSE WITH RESPECT TO THE SYSTEM OR ANY PORTION THEREOF.

CITY AGREES BY ITS USE OF THE SYSTEM, DIRECTLY OR THROUGH OTHERS, THAT NAWSC SHALL NOT BE RESPONSIBLE OR LIABLE TO THE CITY FOR ANY DEFECT, ERRORS, OMISSIONS, OR ON ACCOUNT OF ANY OTHER CONDITIONS AFFECTING THE SUBDIVISION, AS CITY MAKES USE OF THE SYSTEM "AS-IS", "WHERE-IS", AND "WITH ALL FAULTS". CITY OR ANYONE CLAIMING BY, THROUGH, OR UNDER CITY, HEREBY FULLY RELEASES NAWSC, ITS EMPLOYEES, OFFICERS, DIRECTORS, REPRESENTATIVES, ATTORNEY AND AGENTS FROM ANY COST, LOSS LIABILITY, DAMAGE, EXPENSE, DEMAND, ACTION OR CAUSE OF ACTION ARISING FROM OR RELATED TO ANY DEFECTS, ERRORS, OMISSIONS, OR OTHER CONDITIONS AFFECTING THE SYSTEM. CITY BY THEIR USE OF THE SYSTEM, FURTHER ACKNOWLEDGES AND AGREES THAT THIS RELEASE SHALL BE GIVEN FULL FORCE AND EFFECT ACCORDING TO EACH OF THE EXPRESSED TERMS AND PROVISIONS.

TO THE EXTENT APPLICABLE AND PERMITTED BY LAW, CITY, IN CONSIDERATION FOR USING THE SYSTEM AND AS A MATERIAL INDUCEMENT TO NAWSC FOR ALLOWING SUCH USE, WAIVES THE PROVISIONS OF THE TEXAS DECEPTIVE TRADE PRACTICES-CONSUMER PROTECTION ACT, AS WELL AS ALL OTHER STATUTORY PROVISIONS WHICH MIGHT CREATE A CLAIM AGAINST NAWSC AS A RESULT OF THE USE OF NAWSC'S SYSTEM. ACCORDINGLY, CITY BY AND THROUGH THE BELOW SIGNING REPRESENTATIVES WHO HAVE BEEN GIVEN THE APPROPRIATE AUTHORITY BY THEIR GOVERNING BODIES STATE:

I WAIVE MY RIGHTS UNDER THE DECEPTIVE TRADE PRACTICES CONSUMER PROTECTION ACT, SECTION 17.41 ET SEQ, BUSINESS AND COMMERCE CODE, A LAW THAT GIVES CONSUMERS SPECIAL RIGHTS AND PROTECTIONS. AFTER CONSULTATION WITH AN ATTORNEY OF MY OWN SELECTION, I VOLUNTARILY CONSENT TO THIS WAIVER.

TO THE EXTENT APPLICABLE AND PERMITTED BY LAW, CITY, BY ITS USE OF THE SYSTEM, DIRECTLY OR THROUGH OTHERS, AGREES TO INDEMNIFY, PROTECT, DEFEND, SAVE AND HOLD HARMLESS NAWSC, ITS EMPLOYEES, OFFICERS, DIRECTORS, REPRESENTATIVES, ATTORNEYS AND AGENTS FROM AND AGAINST ANY AND ALL DEBTS, DUTIES, OBLIGATIONS, LIABILITIES, SUITS, CLAIMS, DEMANDS, CAUSES OF ACTION, LOSSES, COST AND EXPENSES AND TO PAY ALL EXPERTS' AND ATTORNEYS' FEES AND EXPENSES AND COURT COSTS ASSERTED OR INCURRED BY NAWSC AT

ANY TIME AND IN ANY WAY RELATING TO, CONNECTED WITH, OR ARISING OUT OF THE CONDITION OF NAWSC'S SYSTEM AND THE USE OF THE FIRE HYDRANTS OR THE OPERATION, MAINTENANCE AND MANAGEMENT THEREOF, INCLUDING ANY CLAIMS, SUITS, OR CAUSES OF ACTION ARISING FROM ANY NEGLIGENCE, INCLUDING GROSS NEGLIGENCE OF NAWSC AND ITS AGENTS, OFFICERS AND EMPLOYEES AS THEY RELATE TO THE PROVISION OF WATER AND ACCESS TO NAWSC'S SYSTEM UNDER THIS AGREEMENT.

IT IS THE EXPRESS INTENTION OF THE PARTIES THAT THE INDEMNITY PROVIDED FOR IN THIS AGREEMENT IS TO INDEMNIFY AND PROTECT NAWSC FROM THE CONSEQUENCES OF ITS OWN NEGLIGENCE AND GROSS NEGLIGENCE, EVEN WHEN THAT NEGLIGENCE AND GROSS NEGLIGENCE IS FOUND TO BE THE SOLE CAUSE OF THE INJURY, DEATH OR DAMAGES. CITY ALSO WAIVES ALL RIGHTS TO SUBROGATION AGAINST NAWSC.

11. This Agreement is intended to provide NAWSC with all the protections and limitations from liability allowed by the laws as they exist and will exist, including, but not limited to, Texas Water Code §67.0105, and the common law and all the terms and conditions hereof shall be liberally construed to effectuate this purpose and to sustain the validity of this Agreement. The parties agree that this Agreement shall not be construed in favor of or against either party on the basis that the party did or did not author the Agreement. This Agreement constitutes the entire agreement between the parties.
12. This agreement is effective upon execution by the parties and the recordation of Exhibit "A", with the official records of Hidalgo County and continues until terminated by either party in writing, such termination to occur only after written notice by the terminating party at least two (2) months prior to the termination date. All parties may terminate in the event of a default if such default is left uncured for 30 days after giving written notice.
13. Each person, signing below, warrants and represents to the parties to this Agreement, that he has been given full authority to execute this Agreement, such that it binds the party for which he signs to fully fulfill the terms of this Agreement.
14. This Agreement is not executed for the benefit of any third party and its terms shall not be enforceable by or in favor of any person or entity other than the express parties to the Agreement.
15. NAWSC shall have the right to locate the pipe and accessories necessary to provide water for the Fire Hydrants on the Subdivision at a point to be chosen by NAWSC, and shall have access to the Subdivision and equipment constructed by Owner and/or City at all reasonable and necessary times for any purpose with or in the furtherance of its business operations, and upon discontinuance of service, NAWSC shall have the right to remove any of its equipment from the Subdivision. NAWSC may inspect its valves,

pipings, and appurtenances to the supply line as well as the Fire Hydrants on an annual basis for a reasonable fee to be set by NAWSC (initially \$200.00), which may be increased based on future costs increases to provide this service. Where applicable, and upon notice, City shall have personnel present as necessary to assist in the inspection. NAWSC shall also have access to the Subdivision for purpose of inspecting for possible illegal connections, cross-connections, potential contamination hazards, and illegal lead materials, and City agrees to annual inspections of its own facilities for these conditions.

16. City shall enforce the following restrictions to ensure the public health and welfare. The following undesirable practices are prohibited by State regulations and by this Agreement:
 - a. No direct connection between the public drinking water supply and a potential source of contamination is permitted. Potential sources of contaminations shall be isolated from the Fire Hydrants by an air gap or an appropriate backflow prevention assembly in accordance with state regulations.
 - b. No cross-connection between the Fire Hydrants and a private water system is permitted. Potential threats to the public drinking water supply shall be eliminated at the service connection by the proper installation of an air gap or an appropriate backflow prevention assembly. Backflow assemblies require annual inspections and testing by a certified backflow prevention assembly tester and documentation of the inspections reflecting proper installation, maintenance, and operation must be provided to NAWSC no later than 30 days after the inspection.
 - c. No connection which allows condensing, cooling, industrial process water, or any water of unknown quality to be returned to the Fire Hydrants or the public drinking water supply is permitted.
 - d. No pipe or pipe fitting which contains more than 8.0% lead may be used for the installation or repair of the plumbing in the Fire Hydrants.
 - e. No solder or flux which contains more than 0.2% lead may be used for the installation or repair of the plumbing in the Fire Hydrants.
17. NAWSC may notify City, as applicable, of any cross-connection or other undesirable practices which have been identified during the initial or subsequent inspection. City shall immediately correct any undesirable practice on the Subdivision. City shall, at its expense, properly install, test and maintain any backflow prevention device required by NAWSC. Copies of all testing and maintenance records shall be provided to NAWSC. Failure to comply with the terms of this Agreement shall cause NAWSC to terminate services or to install, test, and maintain an appropriate backflow prevention device at the service connection at the sole expense of City. Any expenses associated with the enforcement of this Agreement shall be paid to NAWSC upon presentation to City, as applicable.

18. City agrees that the maximum amount of liability to City that may be incurred by NAWSC by virtue of any noncompliance with the terms of this Agreement is limited to the amount of fees paid by City to NAWSC for services provided under this Agreement during the calendar year in which the noncompliance occurs.
19. Any expenses associated with the enforcement of the Agreement shall be paid to NAWSC upon presentation to City, and in compliance with the Texas Prompt Payment Act.
20. Should any amounts to be paid by any party hereto, remain unpaid after the date the payment is due, such unpaid amount shall accrue interest in compliance with the Texas Prompt Payment Act.
21. In the event any litigation arises out of this Agreement between the parties hereto, the non-prevailing party shall pay the prevailing party all reasonable and necessary attorney's fees, expert fees, expenses and costs of court expended or incurred in connection with the litigation pursuant to Section 271.153 of the Texas Local Government Code or similar authority effective at the time of the execution of this Agreement.
22. If any part, term, or provision of this Agreement is held by the courts to be illegal, invalid, or otherwise unenforceable, such illegality, invalidity, or enforceability shall not affect the validity of any other part, term, or provision, and the rights of the parties will be construed as if the part, term, or provision was never part of this Agreement.
23. The Agreement may be supplemented, amended, or modified only by the mutual agreement of the parties. No supplement, amendment, or modification of this Agreement shall be binding unless it is in writing and signed by all parties.

By signing and delivering this Agreement to the appropriate official of NAWSC, the City authorizes completion of this Agreement by filling in the Effective Date below.

IN WITNESS WHEREOF, EXECUTED by NAWSC and City, acting under the authority of their respective governing bodies in multiple originals effective as of the _____ day of _____, 20_____.

ATTEST:

THE CITY OF EDINBURG
415 W. University Dr.
Edinburg, Texas 78541

By: _____,
Clarice Balderas, City Secretary

By: _____,
Myra L. Ayala, City Manager

APPROVED AS TO FORM:

By: _____,
Josephine Ramirez Solis, City Attorney

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Myra L. Ayala, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she is the City Manager of City of Edinburg, that she executed the same as the act of City of Edinburg for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the _____ day of _____
_____ 20_____.

Notary Public in and for the State of Texas

NORTH ALAMO WATER SUPPLY
CORPORATION
420 S. Doolittle Road
Edinburg, Texas 78542
956-383-1618 (phone)
956-383-1372 (fax)

By: _____
Steven P. Sanchez, General Manager

APPROVED AS TO FORM:

By: _____
Richard W. Fryer,
Attorney for North Alamo
Water Supply Corporation

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Steven P. Sanchez, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he is General Manager of North Alamo Water Supply Corporation, that he executed the same as the act of North Alamo Water Supply Corporation for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the ____ day of _____
_____, 20____.

Notary Public in and for the State of Texas

EXHIBIT "A"

A 9.14 Acre Tract of Land, more or less, out of Lot 4, Block 8, SANTA CRUZ GARDENS UNIT 3 SUBDIVISION, according to the Map or Plat thereof recorded in Volume 9, Page 3, Map Records of Hidalgo County, Texas

EXHIBIT "B"
Fire Hydrant Installation

Each fire hydrant run-out shall be equipped with a 6" flanged mechanical joint resilient seated gate valve. This valve may be located adjacent to the mainline or between the mainline and the hydrant. Each fitting (Branch Tee, Gate Valve & Hydrant) shall be separately supported by a concrete thrust block including anchor rods. Care must be taken that the hydrant drain be kept clear when pouring concrete. Mainline Tees shall have mechanical joint, flanged fittings. Mega lugs shall also be used at all mechanical joint fittings.

WATER LAYOUT CITY OF EDINBURG HIDALGO COUNTY, TEXAS

RIO DELTA ENGINEERING
FIRM REGISTRATION NO. E-76288
SURVEY FIRM NO. 1018427
921 S. 10TH AVENUE EDINBURG, TEXAS 76539
(TEL) 956-930-5152 (FAX) 956-930-5083

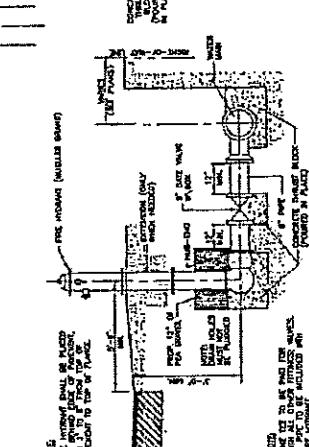
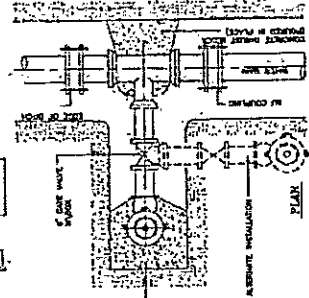
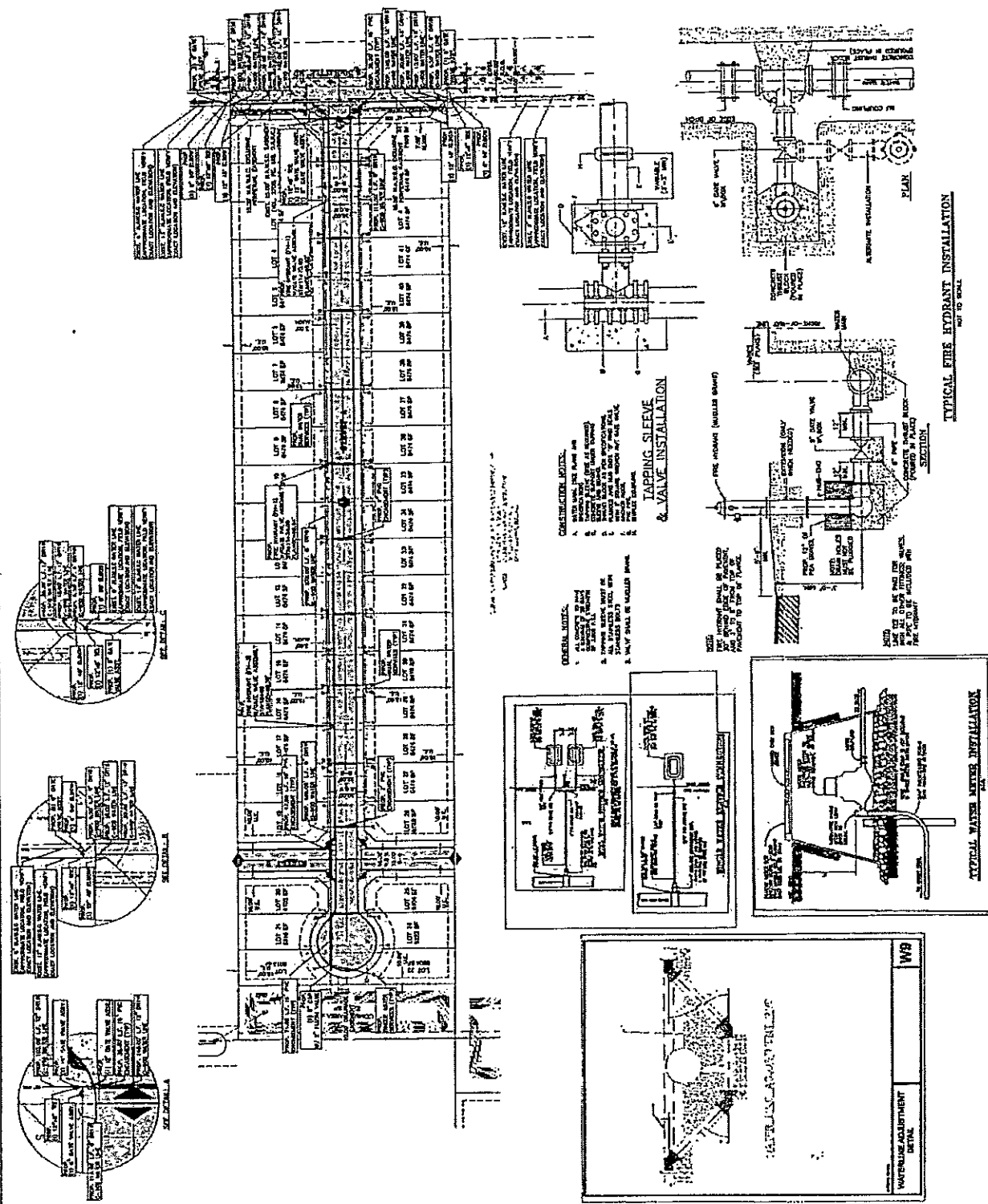
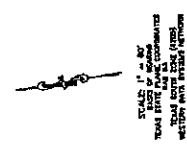


CONSTRUCTION

DATE	11-18-97
BY	WBS
CHECKED	WBS
DATE	11-18-97
BY	WBS
CHECKED	WBS
DATE	11-18-97
BY	WBS
CHECKED	WBS
DATE	11-18-97
BY	WBS
CHECKED	WBS

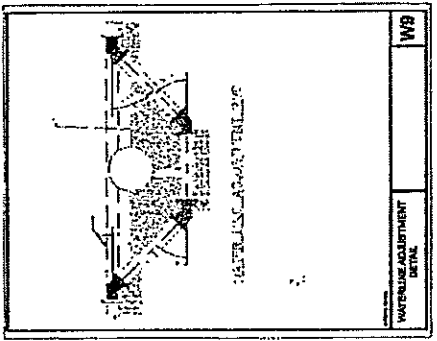
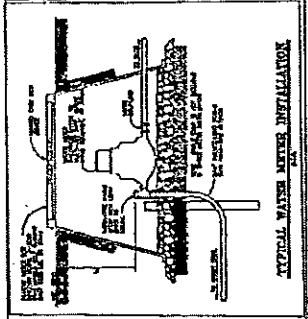
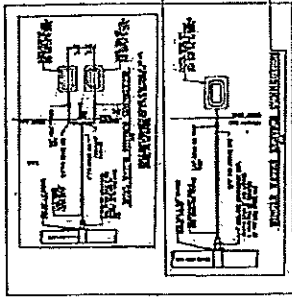
GENERAL NOTES:
1. ALL WORK SHALL BE IN ACCORDANCE WITH THE CITY OF EDINBURG SPECIFICATIONS FOR WATER MAINS.
2. ALL MATERIALS SHALL BE APPROVED BY THE CITY ENGINEER.
3. ALL WORK SHALL BE COMPLETED BY THE DATE SPECIFIED.
4. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE CITY OF EDINBURG SPECIFICATIONS FOR WATER MAINS.

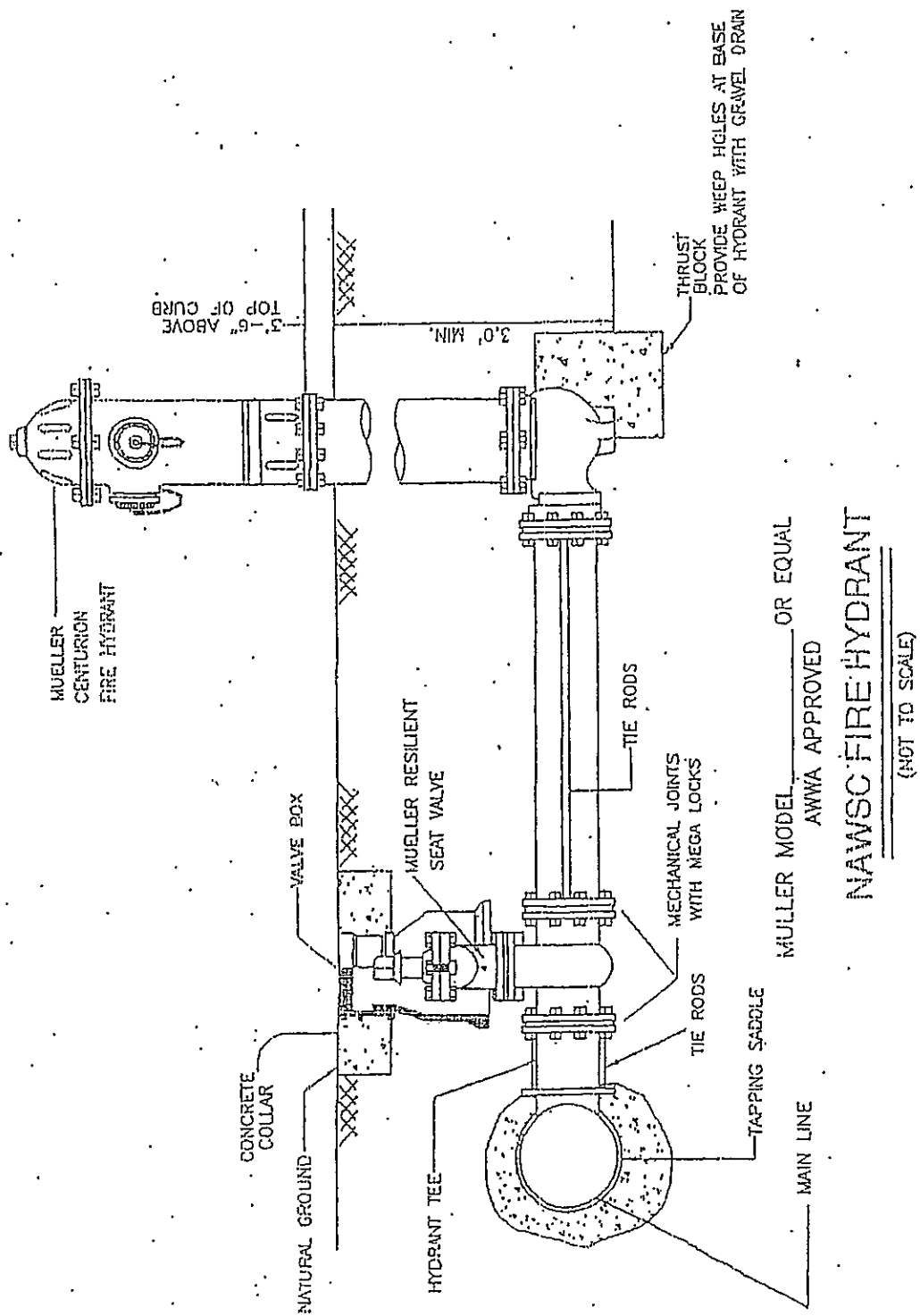
LEGEND	
1	EXIST. DRAINAGE
2	EXIST. DRAINAGE
3	EXIST. DRAINAGE
4	EXIST. DRAINAGE
5	EXIST. DRAINAGE
6	EXIST. DRAINAGE
7	EXIST. DRAINAGE
8	EXIST. DRAINAGE
9	EXIST. DRAINAGE
10	EXIST. DRAINAGE
11	EXIST. DRAINAGE
12	EXIST. DRAINAGE
13	EXIST. DRAINAGE
14	EXIST. DRAINAGE
15	EXIST. DRAINAGE
16	EXIST. DRAINAGE
17	EXIST. DRAINAGE
18	EXIST. DRAINAGE
19	EXIST. DRAINAGE
20	EXIST. DRAINAGE
21	EXIST. DRAINAGE
22	EXIST. DRAINAGE
23	EXIST. DRAINAGE
24	EXIST. DRAINAGE
25	EXIST. DRAINAGE
26	EXIST. DRAINAGE
27	EXIST. DRAINAGE
28	EXIST. DRAINAGE
29	EXIST. DRAINAGE
30	EXIST. DRAINAGE
31	EXIST. DRAINAGE
32	EXIST. DRAINAGE
33	EXIST. DRAINAGE
34	EXIST. DRAINAGE
35	EXIST. DRAINAGE
36	EXIST. DRAINAGE
37	EXIST. DRAINAGE
38	EXIST. DRAINAGE
39	EXIST. DRAINAGE
40	EXIST. DRAINAGE
41	EXIST. DRAINAGE
42	EXIST. DRAINAGE
43	EXIST. DRAINAGE
44	EXIST. DRAINAGE
45	EXIST. DRAINAGE
46	EXIST. DRAINAGE
47	EXIST. DRAINAGE
48	EXIST. DRAINAGE
49	EXIST. DRAINAGE
50	EXIST. DRAINAGE
51	EXIST. DRAINAGE
52	EXIST. DRAINAGE
53	EXIST. DRAINAGE
54	EXIST. DRAINAGE
55	EXIST. DRAINAGE
56	EXIST. DRAINAGE
57	EXIST. DRAINAGE
58	EXIST. DRAINAGE
59	EXIST. DRAINAGE
60	EXIST. DRAINAGE
61	EXIST. DRAINAGE
62	EXIST. DRAINAGE
63	EXIST. DRAINAGE
64	EXIST. DRAINAGE
65	EXIST. DRAINAGE
66	EXIST. DRAINAGE
67	EXIST. DRAINAGE
68	EXIST. DRAINAGE
69	EXIST. DRAINAGE
70	EXIST. DRAINAGE
71	EXIST. DRAINAGE
72	EXIST. DRAINAGE
73	EXIST. DRAINAGE
74	EXIST. DRAINAGE
75	EXIST. DRAINAGE
76	EXIST. DRAINAGE
77	EXIST. DRAINAGE
78	EXIST. DRAINAGE
79	EXIST. DRAINAGE
80	EXIST. DRAINAGE
81	EXIST. DRAINAGE
82	EXIST. DRAINAGE
83	EXIST. DRAINAGE
84	EXIST. DRAINAGE
85	EXIST. DRAINAGE
86	EXIST. DRAINAGE
87	EXIST. DRAINAGE
88	EXIST. DRAINAGE
89	EXIST. DRAINAGE
90	EXIST. DRAINAGE
91	EXIST. DRAINAGE
92	EXIST. DRAINAGE
93	EXIST. DRAINAGE
94	EXIST. DRAINAGE
95	EXIST. DRAINAGE
96	EXIST. DRAINAGE
97	EXIST. DRAINAGE
98	EXIST. DRAINAGE
99	EXIST. DRAINAGE
100	EXIST. DRAINAGE



TAPPING SLEEVE
& VALVE INSTALLATION

- GENERAL NOTES:
1. ALL WORK SHALL BE IN ACCORDANCE WITH THE CITY OF EDINBURG SPECIFICATIONS FOR WATER MAINS.
2. ALL MATERIALS SHALL BE APPROVED BY THE CITY ENGINEER.
3. ALL WORK SHALL BE COMPLETED BY THE DATE SPECIFIED.
4. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE CITY OF EDINBURG SPECIFICATIONS FOR WATER MAINS.







CITY OF EDINBURG - CITY COUNCIL

Meeting Date: March 4, 2025

CONSENT AGENDA

Agenda Item No: 15.D.

Water Line Access Agreement between City and Sharyland Water Supply Corporation

1. Agenda Item:

Consider Authorizing the City Manager to Enter Into a Waterline Access Agreement with Sharyland Water Supply Corporation to Provide Fire Protection services to McColl Walls Subdivision. [Gerardo Carmona Jr., P.E., Director of Utilities]

2. Description:

This agreement will involve the installation of a fire hydrant, and appurtenances to provide fire protection services for McColl Walls Subdivision. The property owner/developer will be responsible for the material and installation cost, and the City will incur maintenance costs.

McColl Walls Subdivision is within Sharyland Water Supply Corporation Water Certificate of Convenience and Necessity (CCN) and is located inside city limits.

3. Staff's Recommendation:

Approve Authorizing the City Manager to Enter Into a Waterline Access Agreement with Sharyland Water Supply Corporation to provide fire protection services to McColl Walls Subdivision.

Reviewed by:

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

Approved - 2/28/2025

Final Approval - 2/28/2025

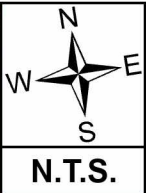
Prepared by:

Mirelda Garza Ramirez,
Administrative Specialist

Attachments:

A. Agreement - McColl Walls Subdivision

LOCATION MAP



McColl WALLS SUBDIVISION

REQUESTED BY: UTILITIES DEPARTMENT | **CREATED BY:** ENGINEERING DEPARTMENT - GIS DIVISION | **DATE:** FEBRUARY 13, 2025

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

AGREEMENT

Richard W. Fryer,
J.D., P.E., LEED AP

FRYER & HANSEN, PLLC
Law Firm
1352 W. Pecan Blvd.
McAllen, Texas 78501

Telephone 956-686-6606
Telefax 956-686-6601
email@FryerandHansen.com

February 7, 2025

Myra L. Ayala, City Manager
City of Edinburg
415 W. University Drive
Edinburg, Texas 78541

Via U.S. Postal Service

**RE: Waterline Access Agreement - Sharyland Water Supply Corporation, City of Edinburg,
Cubic Walls, LLC - McColl Walls Subdivision**

Dear Ms. Ayala:

Enclosed please find four (4) original **Waterline Access Agreements** ("**Agreement**") for the McColl Walls Subdivision for signature on behalf of the City of Edinburg ("**City**") along with the Form 1295 signed by Sharyland Water Supply Corporation. Please review the Agreement documents, cause them to be executed on behalf of the City in the areas indicated, and provide a City Commissioners' Resolution and/or certified Minutes approving the Agreement.

Once the documents have been signed on behalf of the City, please return the documents (signed Agreements and Resolution and/or Minutes reflecting City's approval of the Agreement) back to this office in the self-addressed envelope provided herein for your convenience for signature by Sharyland Water Supply Corporation.

Once the documents have been signed on behalf of the City and returned to this office along with the City's Resolution and/or certified Minutes, we will review the documents and then forward them to Sharyland Water Supply Corporation for further execution. After the documents have been fully-signed by all parties, we will distribute a fully-executed original document to each party.

Thank you for your attention to this matter. If you should have any questions, please do not hesitate to call.

Sincerely,

/S/ Richard W. Fryer
Richard W. Fryer

RWF/kb
Enclosures



CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2025-1266615

Date Filed:
02/07/2025

Date Acknowledged:

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

Sharyland Water Supply Corporation
Mission, TX United States

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

City of Edinburg, Texas

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

SWSCWAA023
Waterline Access Agreement - McColl Walls Subdivision

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Cubic Walls, LLC	Hidalgo, TX United States		X

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Carlos R. Lima and my date of birth is 8.18.1975

My address is 321 S. Shary Blvd Ailton TX 78573 USA
(street) (city) (state) (zip code) (country)

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

Executed in Hidalgo County, State of Texas, on the 7 day of February, 2025
(month) (year)


Signature of authorized agent of contracting business entity
(Declarant)

STATE OF TEXAS

COUNTY OF HIDALGO

§
§
§
§

BETWEEN: SHARYLAND WATER
SUPPLY CORPORATION; CUBIC
WALLS, LLC; AND CITY OF
EDINBURG

**WATERLINE ACCESS AGREEMENT
(with City and Developer)**

WHEREAS, Sharyland Water Supply Corporation ("SWSC") has a water distribution system which was designed for potable water distribution to rural communities, such system not designed specifically with the intent to provide water for fire protection purposes;

WHEREAS, the City of Edinburg ("City") through its own forces or through the forces of those subject to a contract to provide services, may provide fire protection services to its citizens, some of which fall within the area of the Certificate of Convenience and Necessity granted to SWSC;

WHEREAS, SWSC and City are mindful of the benefits that can be received by the citizens of the City and the members of SWSC with the availability of water for use in controlling fires and thereby for the protection of life and property;

WHEREAS, Cubic Walls, LLC, ("**Developer**") is developing a subdivision in the location described in **Exhibit "A"**, McColl Walls Subdivision (the "**Subdivision**") and desires fire protection for the Subdivision.

THEREFORE, in exchange for the recitals herein made, the consideration exchanged and the goodwill generated, SWSC, Developer and City agree as follows:

1. This agreement pertains only to those areas in the Subdivision which also are within the boundaries of the Certificate of Convenience and Necessity granted to SWSC in HIDALGO County, Texas and only **with respect to those areas specifically listed in Exhibit "A."** No other parts of SWSC lines shall be affected by this agreement unless specifically set forth in writing by the parties and adopted by official acts of their respective governing bodies.
2. Developer and City shall have access to SWSC lines with no less than six inches (6") in diameter for the purpose of operating and maintaining a fire hydrant system in accordance with industry standards and all federal, state and local codes and as shown in **Exhibit "B" ("Fire Hydrants")**. Such Fire Hydrants to be used solely for the governmental purpose of fire-fighting. No other use of water shall be made under this agreement. City shall determine if the pressure and volume available on such lines are suitable and sufficient. SWSC shall gratuitously furnish to City's designated engineer, such waterline modeling information as it may have to the extent such information

affects the lines and hydrants shown in Exhibit "A"; such information does not constitute any representation or warranty of any condition and is subject to all limitations, disclaimers, etc. found in this agreement.

3. Except as otherwise provided in this paragraph, all City fire hydrants on SWSC waterlines or any part of SWSC's system, shall be painted black so as to be designated that they may be unavailable for use in a fire emergency and shall be operated by City such that a positive pressure of no less than 30 p.s.i. is maintained in SWSC's water line at the point of connection between the water line and the fire hydrant. Should City perform annual testing of each hydrant subject to this agreement so as to determine the color coding attributable to each hydrant under City's fire hydrant coding scheme, City may paint the tested hydrants the appropriate color under that color coding scheme for a period of one (1) year following the test, after which a new test must be done or the hydrant painted black until the appropriate test is done. Should a tested and color coded hydrant's condition change after being tested and its condition be such that a different color code is appropriate, City will immediately repaint the hydrant accordingly or should a year expire without a hydrant being re-tested, City will immediately paint it black and if City fails to so test and paint City's fire hydrants, SWSC may (but is not required to) do so at City's expense, such expense to be paid by City to SWSC upon demand. By allowing a hydrant subject to this agreement to be painted any color other than black, SWSC is not representing or warranting that the hydrant is available and suitable for use in a fire emergency.
4. The Fire Hydrants will be constructed by Developer and maintained by Developer and City as set out in Exhibit "B". If concrete is used for additional stability, the hydrant weep holes should not be covered.
5. All water used from the SWSC system will be reported monthly to SWSC by City. This report will state the estimated amount of water used, the date of use, the location of use and any problems encountered with the Fire Hydrants. Forms will be provided by City.
6. There may be an annual charge by SWSC for water used in fire protection. Such charge will be established annually by the Board of Directors. However, in no case will water be used for any domestic use, equipment wash-downs or construction purposes or any other purpose other than the actual use in controlling fires and maintaining the Fire Hydrants.
7. Because SWSC is a rural system that cannot patrol all locations daily, a problem may arise as to the abuse of Fire Hydrants by the taking of water for uses other than fire protection. If this becomes a problem, SWSC reserves the right to install security devices on all hydrants at the cost of City and Developer. Sufficient special wrenches, or keys, will be provided to SWSC by City at no cost to SWSC. Should City fail to install the required security devices, SWSC may install such devices as it deems appropriate at a cost to the City.
8. All Fire Hydrant maintenance, inspection and flushing will be done by City personnel, or

those under contract to City, for which City will retain responsibility. A schedule will be set up by City to perform flushing no less frequently than once every six (6) months; maintenance, inspection and testing according to National Fire Protection Association 291 shall be performed by City no less frequently than every twelve (12) months. Such schedule shall be provided to SWSC in writing no later than thirty (30) days prior to any date shown on the schedule. City will maintain the Fire Hydrants such that they may be used as a temporary water sales point and as a flush valve by SWSC and if City fails to so maintain the Fire Hydrants, SWSC may (but is not required to) do so at City's expense, such expense to be paid by City to SWSC upon demand. SWSC may use the Fire Hydrants as temporary water sales point and as flush valves in order to assure the sanitary conditions of the potable water. In order to assure the integrity of its system and to maintain the sanitary conditions of the potable water, SWSC personnel will be present at the times of Fire Hydrants maintenance, inspection and flushing and no such activity will occur without such presence. All Fire Hydrants maintenance, inspection and flushing will be done at City's expense. SWSC may require such maintenance, inspection, and/or flushing to be made at any time, and after notice of such is given to City, such will be conducted as soon as reasonably possible.

9. All installation and replacement of Fire Hydrants and appurtenances will be performed by those personnel approved by SWSC and under City's and Developer's authority and responsibility, but only under SWSC's inspection for defects in construction that may affect water quality. No installation or replacement of Fire Hydrants and appurtenances may occur without the presence of SWSC personnel. All expenses involved in the installation and replacement of Fire Hydrants and appurtenances will be borne by City and Developer, including a reasonable fee for the presence and administration of SWSC's personnel.
10. CITY AND DEVELOPER ACKNOWLEDGE AND AGREE THAT SWSC, BY ALLOWING ACCESS TO ITS SYSTEM, ASSUMES A DUTY TO NOT INJURE A PERSON EMPLOYED BY OR OTHERWISE AUTHORIZED BY CITY OR DEVELOPER TO USE, ACCESS, OR IN ANYWAY BENEFIT FROM THE FIRE HYDRANTS, THE WATER THERE IN OR ANY APPURTENANCES THERETO (THE "USER") BY WILLFUL OR WANTON CONDUCT OR BY GROSS NEGLIGENCE AND THAT SWSC ASSUMES NO OTHER DUTY OR STANDARD OF CARE. CITY AND DEVELOPER UNDERSTAND THAT THE STANDARD OF CARE ASSUMED UNDER THIS AGREEMENT DOES NOT REQUIRE SWSC TO WARN THE USER OF AN UNSAFE CONDITION OR TO MAKE AN UNSAFE CONDITION SAFE SHOULD SWSC BECOME AWARE, EITHER ACTUALLY OR CONSTRUCTIVELY, OF A CONDITION WHICH RESULTS IN AN UNREASONABLE RISK TO THE USER. FURTHER, CITY AND DEVELOPER UNDERSTAND THAT SWSC MAY CHANGE THE CONDITION OF ITS SYSTEM IN A MANNER THAT MIGHT RENDER THE SYSTEM UNSAFE FOR A USER WITHOUT INCURRING LIABILITY FOR SUBSEQUENT INJURY TO USER BY

THE NEW DANGER. CITY AND DEVELOPER AGREE TO USE THE WATER AND SYSTEM AT ITS OWN RISK AND AS IT IS FOUND. SWSC, WITHOUT ACCEPTING ANY DUTY, GRATUITOUSLY WILL ENDEAVOR TO NOTIFY CITY AND DEVELOPER OF ANY CONDITION THAT MIGHT RENDER THE SYSTEM UNSAFE FOR USE BY CITY AND DEVELOPER SHOULD ITS MANAGER BECOME CONSCIOUSLY AWARE OF SUCH A CONDITION. SWSC HEREBY SPECIFICALLY DISCLAIMS ANY WARRANTY, GUARANTY OR REPRESENTATION, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, OR CONCERNING (A) THE NATURE AND CONDITION OF THE SYSTEM INCLUDING, WITHOUT LIMITATION, THE PIPELINES, HYDRANTS, FLUSH VALVES, APPURTENANCES, WATER AND REAL PROPERTY, THE SUITABILITY THEREOF FOR ANY AND ALL ACTIVITIES AND USES WHICH CITY AND DEVELOPER MAY ELECT TO CONDUCT OR THE EXISTENCE OF ANY HAZARD OR CONDITION; (B) THE NATURE AND EXTENT OF ANY RIGHT-OF-WAY, LEASE, POSSESSION, LICENSE, RESERVATION, CONDITION OR OTHERWISE; AND (C) THE COMPLIANCE OF THE SYSTEM OR ITS OPERATION WITH ANY LAWS, ORDINANCES OR REGULATIONS OF ANY GOVERNMENTAL ENTITY OR BODY. CITY AND DEVELOPER ACKNOWLEDGE BY USE OF THE SYSTEM THAT IT HAS AND WILL INSPECT THE SYSTEM AND CITY AND DEVELOPER WILL RELY SOLELY ON ITS OWN INVESTIGATION OF THE SYSTEM AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY OR ON BEHALF OF SWSC. CITY AND DEVELOPER FURTHER ACKNOWLEDGE THAT THE INFORMATION PROVIDED AND TO BE PROVIDED WITH RESPECT TO THE SYSTEM WAS OBTAINED WITHOUT CONSIDERATION BEING GIVEN AND SWSC (1) HAS NOT MADE ANY INVESTIGATION OR VERIFICATION OF SUCH INFORMATION; (2) DOES NOT MAKE ANY REPRESENTATION AS TO THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION. ACCESS TO THE SYSTEM IS ALLOWED ON AN "AS IS", "WHERE IS" AND "WITH ALL FAULTS" BASIS, AND CITY AND DEVELOPER EXPRESSLY ACKNOWLEDGE THAT, IN CONSIDERATION OF THIS ACCESS, SWSC MAKES NO WARRANTY OR REPRESENTATION, EXPRESSED OR IMPLIED, OR ARISING BY OPERATION OF LAW, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF CONDITION OR FITNESS FOR PARTICULAR PURPOSE WITH RESPECT TO THE SYSTEM OR ANY PORTION THEREOF.

CITY AND DEVELOPER AGREE BY ITS USE OF THE SYSTEM, DIRECTLY OR THROUGH OTHERS, THAT SWSC SHALL NOT BE RESPONSIBLE OR LIABLE TO THE CITY AND DEVELOPER, FOR ANY DEFECT, ERRORS, OMISSIONS, OR ON ACCOUNT OF ANY OTHER CONDITIONS AFFECTING THE PROPERTY, AS CITY AND DEVELOPER MAKE USE OF THE SYSTEM "AS-IS", "WHERE-IS" AND "WITH ALL FAULTS". CITY AND DEVELOPER OR ANYONE CLAIMING BY, THROUGH, OR UNDER CITY AND DEVELOPER, HEREBY FULLY RELEASE SWSC, ITS EMPLOYEES, OFFICERS, DIRECTORS, REPRESENTATIVES, ATTORNEY AND AGENTS FROM ANY COST, LOSS LIABILITY, DAMAGE,

EXPENSE, DEMAND, ACTION OR CAUSE OF ACTION ARISING FROM OR RELATED TO ANY DEFECTS, ERRORS, OMISSIONS, OR OTHER CONDITIONS AFFECTING THE SYSTEM. CITY AND DEVELOPER BY THEIR USE OF THE SYSTEM, FURTHER ACKNOWLEDGE AND AGREE THAT THIS RELEASE SHALL BE GIVEN FULL FORCE AND EFFECT ACCORDING TO EACH OF THE EXPRESSED TERMS AND PROVISIONS.

TO THE EXTENT APPLICABLE AND PERMITTED BY LAW, CITY AND DEVELOPER, IN CONSIDERATION FOR USING THE SYSTEM AND AS A MATERIAL INDUCEMENT TO SWSC FOR ALLOWING SUCH USE, WAIVE THE PROVISIONS OF THE TEXAS DECEPTIVE TRADE PRACTICES-CONSUMER PROTECTION ACT, AS WELL AS ALL OTHER STATUTORY PROVISIONS WHICH MIGHT CREATE A CLAIM AGAINST SWSC AS A RESULT OF THE USE OF SWSC'S SYSTEM. ACCORDINGLY, CITY AND DEVELOPER, BY AND THROUGH THE BELOW SIGNING REPRESENTATIVES WHO HAVE BEEN GIVEN THE APPROPRIATE AUTHORITY BY THEIR GOVERNING BODIES STATE:

I WAIVE MY RIGHTS UNDER THE DECEPTIVE TRADE PRACTICES CONSUMER PROTECTION ACT, SECTION 17.41 ET SEQ, BUSINESS AND COMMERCE CODE, A LAW THAT GIVES CONSUMERS SPECIAL RIGHTS AND PROTECTIONS. AFTER CONSULTATION WITH AN ATTORNEY OF MY OWN SELECTION, I VOLUNTARILY CONSENT TO THIS WAIVER.

TO THE EXTENT APPLICABLE AND PERMITTED BY LAW, CITY AND DEVELOPER, BY ITS USE OF THE SYSTEM, DIRECTLY OR THROUGH OTHERS, AGREE TO INDEMNIFY, PROTECT, DEFEND, SAVE AND HOLD HARMLESS SWSC, ITS EMPLOYEES, OFFICERS, DIRECTORS, REPRESENTATIVES, ATTORNEYS AND AGENTS FROM AND AGAINST ANY AND ALL DEBTS, DUTIES, OBLIGATIONS, LIABILITIES, SUITS, CLAIMS, DEMANDS, CAUSES OF ACTION, LOSSES, COST AND EXPENSES AND TO PAY ALL EXPERTS' AND ATTORNEYS' FEES AND EXPENSES AND COURT COSTS ASSERTED OR INCURRED BY SWSC AT ANY TIME AND IN ANY WAY RELATING TO, CONNECTED WITH, OR ARISING OUT OF THE CONDITION OF SWSC'S SYSTEM AND THE USE OF THE FIRE HYDRANTS OR THE OPERATION, MAINTENANCE AND MANAGEMENT THEREOF, INCLUDING ANY CLAIMS, SUITS, OR CAUSES OF ACTION ARISING FROM ANY NEGLIGENCE, INCLUDING GROSS NEGLIGENCE OF SWSC AND ITS AGENTS, OFFICERS AND EMPLOYEES AS THEY RELATE TO THE PROVISION OF WATER AND ACCESS TO SWSC'S SYSTEM UNDER THIS AGREEMENT.

IT IS THE EXPRESS INTENTION OF THE PARTIES THAT THE INDEMNITY PROVIDED FOR IN THIS AGREEMENT IS TO INDEMNIFY AND PROTECT

SWSC FROM THE CONSEQUENCES OF ITS OWN NEGLIGENCE AND GROSS NEGLIGENCE, EVEN WHEN THAT NEGLIGENCE AND GROSS NEGLIGENCE IS FOUND TO BE THE SOLE CAUSE OF THE INJURY, DEATH OR DAMAGES. CITY AND DEVELOPER ALSO WAIVE ALL RIGHTS TO SUBROGATION AGAINST SWSC.

THE INDEMNITY DESCRIBED HEREIN DOES NOT APPLY IF A PERSON THAT IS EMPLOYED BY OR THAT IS OTHERWISE AUTHORIZED BY CITY OR DEVELOPER TO USE, ACCESS, OR IN ANY WAY BENEFIT FROM THE FIRE HYDRANTS, THE WATER THEREIN, OR ANY APPURTENANCES THERETO, IS INJURED BY WILLFUL OR WANTON CONDUCT OR BY GROSS NEGLIGENCE OF SWSC.

11. This Agreement is intended to provide SWSC with all the protections and limitations from liability allowed by the laws as they exist and will exist, including, but not limited to, Texas Water Code § 67.0105, and the common law and all the terms and conditions hereof shall be liberally construed to effectuate this purpose and to sustain the validity of this Agreement. The parties agree that this Agreement shall not be construed in favor of or against either party on the basis that the party did or did not author the Agreement. This Agreement constitutes the entire agreement between the parties.
12. This agreement is effective upon execution by the parties and the recordation of Exhibit "A", with the official records of Hidalgo County and continues until terminated by either party in writing, such termination to occur only after written notice by the terminating party at least two (2) months prior to the termination date. All parties may terminate in the event of a default if such default is left uncured for 30 days after giving written notice.
13. Each person, signing below, warrants and represents to the parties to this Agreement, that he has been given full authority to execute this Agreement, such that it binds the party for which he signs to fully fulfill the terms of this Agreement.
14. This Agreement is not executed for the benefit of any third party and its terms shall not be enforceable by or in favor of any person or entity other than the express parties to the Agreement.
15. Developer will list SWSC as an additional insured on all liability insurance policies it holds related to the property being the subject of this Agreement, if any, for the duration of this Agreement. Developer will provide SWSC with a certificate of such insurance and 60 days prior notice for any cancellation of such insurance.
16. SWSC shall have the right to locate the pipe and accessories necessary to provide water for the Fire Hydrants in the Subdivision at a point to be chosen by SWSC, and shall have access to the Subdivision and equipment constructed by Developer and/or City at all reasonable and necessary times for any purpose with or in the furtherance of its business

operations, and upon discontinuance of service, SWSC shall have the right to remove any of its equipment from the Subdivision. SWSC may inspect its valves, piping, and appurtenances to the supply line as well as the Fire Hydrants on an annual basis for a reasonable fee to be set by SWSC (initially \$200.00), which may be increased based on future costs increases to provide this service. Where applicable, and upon notice, Developer shall have personnel present as necessary to assist in the inspection. Developer shall install, its own expense, any necessary fire service lines and equipment from SWSC's facilities and equipment to the point of use, including any customer isolation valves, backflow prevention and other equipment as may be specified by SWSC. SWSC shall also have access to the Subdivision for purpose of inspecting for possible illegal connections, cross-connections, potential contamination hazards, and illegal lead materials, and Developer and City agrees to annual inspections of its own facilities for these conditions.

17. Developer and City shall enforce the following restrictions to ensure the public health and welfare. The following undesirable practices are prohibited by State regulations and by this Agreement:
 - a. No direct connection between the public drinking water supply and a potential source of contamination is permitted. Potential sources of contaminations shall be isolated from the Fire Hydrants by an air gap or an appropriate backflow prevention assembly in accordance with state regulations.
 - b. No cross-connection between the Fire Hydrants and a private water system is permitted. Potential threats to the public drinking water supply shall be eliminated at the service connection by the proper installation of an air gap or an appropriate backflow prevention assembly. Backflow assemblies require annual inspections and testing by a certified backflow prevention assembly tester and documentation of the inspections reflecting proper installation, maintenance, and operation must be provided to the SWSC no later than 30 days after the inspection.
 - c. No connection which allows condensing, cooling, industrial process water, or any water of unknown quality to be returned to the Fire Hydrants or the public drinking water supply is permitted.
 - d. No pipe or pipe fitting which contains more than 8.0% lead may be used for the installation or repair of the plumbing in the Fire Hydrants.
 - e. No solder or flux which contains more than 0.2% lead may be used for the installation or repair of the plumbing in the Fire Hydrants.
18. SWSC may notify Developer and/or City, as applicable, of any cross-connection or other undesirable practices which have been identified during the initial or subsequent inspection. Developer and/or City shall immediately correct any undesirable practice in the Subdivision. Developer and/or City shall, at its expense, properly install, test and

maintain any backflow prevention device required by the SWSC. Copies of all testing and maintenance records shall be provided to SWSC. Failure to comply with the terms of this Agreement shall cause SWSC to terminate services or to install, test, and maintain an appropriate backflow prevention device at the service connection at the sole expense of Developer and/or City. Any expenses associated with the enforcement of this Agreement shall be paid to SWSC upon presentation to Developer and/or City.

19. Developer shall grant to SWSC, now and in the future, any easements required for the purpose of installing, maintaining, and operating such pipelines, meters, valves, and any other equipment which may be deemed necessary by SWSC to extend or improve SWSC's service for existing and future customers and members of SWSC, on such forms as are required by SWSC.
20. Developer and City agree that the maximum amount of liability to Developer and City that may be incurred by SWSC by virtue of any noncompliance with the terms of this Agreement is limited to the amount of fees paid by Developer and City to SWSC for services provided under this Agreement during the calendar year in which the noncompliance occurs.
21. Should any amounts to be paid by any party hereto, remain unpaid after the date the payment is due, such unpaid amount shall accrue interest, payable to the party to which the payment is due, at an annual, compounded rate of ten percent (10%) from the date the payment is due until it is fully paid.
22. In the event any litigation arises out of this Agreement between the parties hereto, the nonprevailing party shall pay the prevailing party all reasonable and necessary attorney's fees, expert fees, expenses and costs of court expended or incurred in connection with the litigation pursuant to Section 271.153 of the Texas Local Government Code or similar authority.
23. If any part, term, or provision of this Agreement is held by the courts to be illegal, invalid, or otherwise unenforceable, such illegality, invalidity, or enforceability shall not affect the validity of any other part, term, or provision, and the rights of the parties will be construed as if the part, term, or provision was never part of this Agreement.
24. The Agreement may be supplemented, amended, or modified only by the mutual agreement of the parties. No supplement, amendment, or modification of this Agreement shall be binding unless it is in writing and signed by all parties.

By signing and delivering this Agreement to the appropriate official of SWSC, the City and Developer authorize completion of this Agreement by filling in the Effective Date below.

IN WITNESS WHEREOF, EXECUTED by SWSC, Developer and City, acting under the authority of their respective governing bodies in multiple originals on the date indicated below.

SIGNED this day of _____, 20_____.

ATTEST:

CITY OF EDINBURG
415 W. University Drive
Edinburg, Texas 78540

By: _____
Clarice Balderas, City Secretary

By: _____
Myra L. Ayala, City Manager

APPROVED AS TO FORM:

By: _____
Josephine Ramirez Solis, City
Attorney

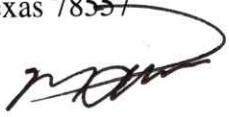
STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Myra L. Ayala, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she is City Manager of the City of Edinburg, that she executed the same as the act of City of Edinburg for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the ____ day of _____
_____ 20_____.

Notary Public in and for the State of Texas

CUBIC WALLS, LLC,
a Texas Limited Liability Company
1600 Industrial Blvd.
Hidalgo, Texas 78557

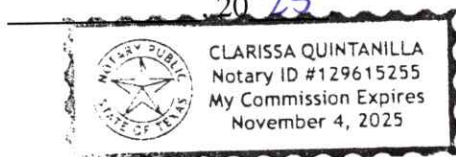
By: 
Mauricio Paredes, Member

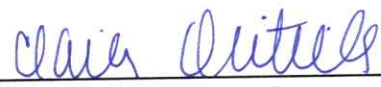
By: 
Elena Paredes, Member

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

BEFORE ME, the undersigned authority, on this day personally appeared **Mauricio Paredes**, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he is a Member of Cubic Walls, LLC, and that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 3rd day of February, 2025.

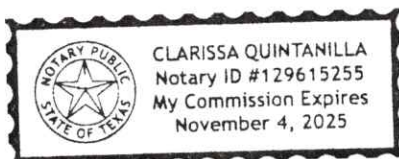



Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

BEFORE ME, the undersigned authority, on this day personally appeared **Elena Paredes**, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she is a Member of Cubic Walls, LLC, and that she executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 3rd day of February, 2025.




Notary Public, State of Texas

SHARYLAND WATER SUPPLY
CORPORATION
321 S. Shary Blvd.,
Alton, Texas 78573

By: _____
Carlos Lima, General Manager

APPROVED AS TO FORM:

By: _____
Richard W. Fryer,
Attorney for Sharyland
Water Supply Corporation

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Carlos Lima, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he is General Manager of Sharyland Water Supply Corporation, that he executed the same as the act of Sharyland Water Supply Corporation for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the _____ d a y o f _____, 20____.

Notary Public, State of Texas

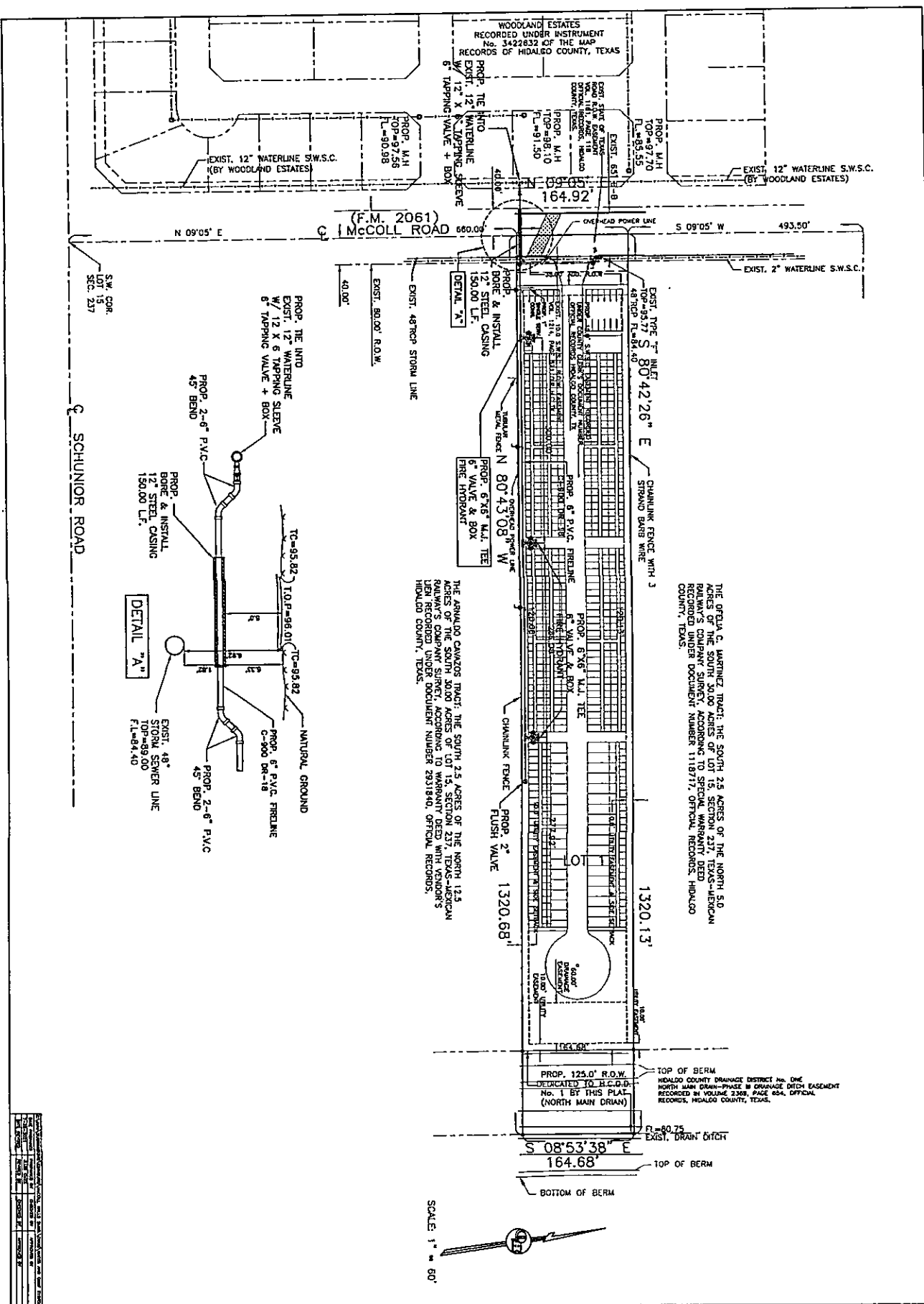
EXHIBIT "A"

A 5.00 Acre Tract of Land being the South 5.00 Acres of the North 10.00 Acres of the South 30.00 Acres of Lot 15, Section 237, TEXAS MEXICAN RAILWAY COMPANY'S SURVEY, Hidalgo County, Texas, according to the Plat or Map thereof recorded in Volume 1, Page 12, Map Records of Hidalgo County, Texas and according to General Warranty Deed recorded under County Clerk's Document Number 3225359, Official Records, Hidalgo County, Texas.

EXHIBIT "B"

Fire Hydrant Installation

Each fire hydrant run-out shall be equipped with a 6" flanged mechanical joint resilient seated gate valve. This valve may be located adjacent to the mainline or between the mainline and the hydrant. Each fitting (Branch Tee, Gate Valve & Hydrant) shall be separately supported by a concrete thrust block including anchor rods. Care must be taken that the hydrant drain be kept clear when pouring concrete. Mainline Tees shall have mechanical joint, flanged fittings. Mega lugs shall also be used at all mechanical joint fittings.





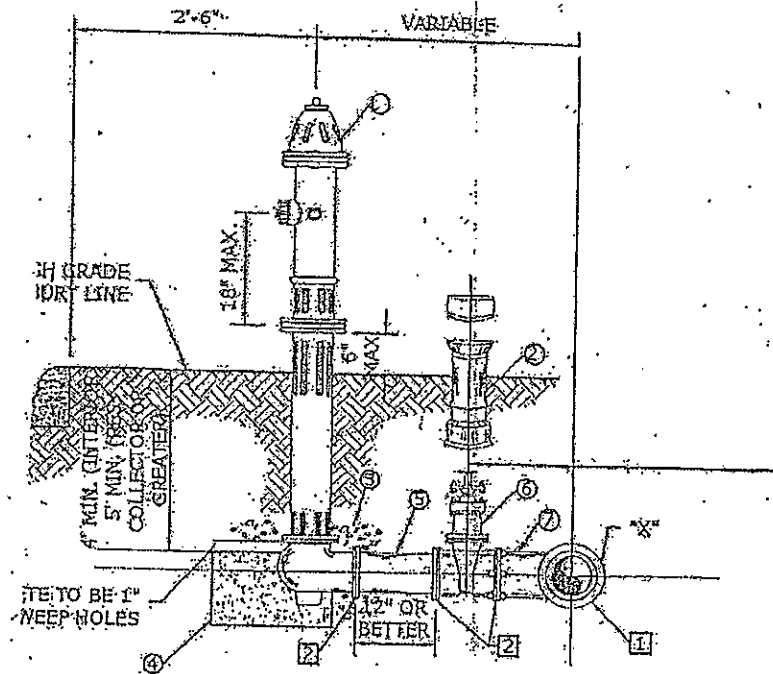
QUINTANILLA, HEADLEY AND ASSOCIATES, INC.
CONSULTING ENGINEERS
124 E. STURGES ST.
EDINBURG, TEXAS 78541
ENGINEERING REGISTRATION NUMBER F-1813
SURVEYING REGISTRATION NUMBER 100411-00



1-10-23

McCOLL WALLS SUBDIVISION
UTILITY LAYOUT
WATER DISTRIBUTIONS

JOB NO. _____
DATE 07-20-2021
BY _____
SCALE 1"=60'
DRAWN BY _____
CHECKED BY _____



NOTE:

- 1.) Oil shall be placed in hydrant at the time of installation.
- 2.) Pumper nozzle shall face roadway. (5 1/2" N.S.T.)
- 3.) In certain instances, where distances permit, a Parallel Tee or Union-Tite 90 Degree elbow with restraining lugs may be used in lieu of a standard tee.
- 4.) Stainless steel bolts and nuts will be required in the event Tapping sleeves are used.

FIRE HYDRANT INSTALLATION

(CONSIST OF A FIRE HYDRANT, VALVE, AND VALVE BOX)

FIRE HYDRANT UNIT SHALL INCLUDE:

- 1.) FIRE HYDRANT W/ 4 1/2" PUMPER NOZZLE
- 2.) VALVE BOX
- 3.) 3 CU. FT. GRAVEL
- 4.) 3 CU. FT. CONCRETE 1" BELOW HYDRANT WEEP HOLES
- 5.) 1 FT. MINIMUM PVC SPOOL
- 6.) 6" RESILIENT SEAT GATE VALVE (FLANGED X MECHANICAL JOINT)
- 7.) FLANGED X MECHANICAL JOINT CAST IRON TEE



CITY OF EDINBURG - CITY COUNCIL

Meeting Date: March 4, 2025

CONSENT AGENDA

Agenda Item No: 15.E.

NDR Renewal

1. **Agenda Item:**

Consider Authorizing the Renewal of a Three (3) Year Term of a Network Detection and Response (NDR) and Email Filtering Systems from Apollo Information Systems, Corp., Through the Department of Information Resources (DIR) Contracts, DIR-CPO-4868 in the Amount of \$328,784.76 and Authorize the City Manager to Execute Any Documents Related Thereto. [Daniel Vera, Director of Information Technology]

2. **Description:**

In an effort to continue providing efficient and cost-effective purchasing for the City of Edinburg, the city is a member of the following different Cooperative Purchasing Entities in the State of Texas, Houston Galveston Area Council (HGAC), Local Government Purchasing Cooperative (BuyBoard), Sourcewell, Texas Interlocal Purchasing System (TIPS), OMNIA Partners Cooperative, Texas Department of Information Resources (DIR) and the Texas Facilities Commission (TFC). Through the combined efforts of these cooperative entities, members comply with Texas State Procurement Statutes while identifying vendors of commodities, goods and services at extremely competitive bid prices.

The City of Edinburg is committed to safeguarding the city, its residents, and its information systems from cybersecurity threats. It is crucial that we recognize the significant role technology plays in the success of the City. To address the evolving and escalating cybersecurity risks, it's imperative we regularly assess the city's technological infrastructure. The IT cybersecurity team is tasked with ensuring the security of the city's network and information systems.

The acquisition of the Network Detection and Response (NDR) system in FY 2023-2024 enhanced the capabilities of the IT cybersecurity team. It provides visibility into the city's network, enabling proactive monitoring and tracking of lateral movements within the network, thereby strengthening the overall cybersecurity posture of Edinburg. Meanwhile, the email filtering system serves as an additional layer of defense against phishing attacks, malware, and other email-based threats, further strengthening the overall cybersecurity posture of the City of Edinburg.

This renewal is for a three (3) year term licensing for this system. Renewing for a term longer than one (1) year not only allows for accurate budgeting of this renewal during those future terms, but also ensures the City does not incur further increases in expense during the aforementioned term in the renewing of this crucial cybersecurity tool. If approved, the system licenses will be renewed instantly.

This purchase will be realized using Department of Information Resources (DIR) Contracts, DIR-CPO-4868.

Funding is available in the FY 2024-2025 General Fund Operating Budget, IT Department, Office Maintenance & Contractual - IT account no. 100-1000-513301.

3. **Staff's Recommendation:**

Approve the Renewal of a Three (3) Year Term of a Network Detection and Response (NDR) and Email Filtering Systems from Apollo Information Systems, Corp., Through the Department of Information Resources (DIR) Contracts, DIR-CPO-4868 in the Amount of \$328,784.76 and Authorize the City Manager to Execute Any Documents Related Thereto.

Reviewed by:

Nelda Ramirez, Assistant City Manager

Prepared by:

New - Daniel Vera, Director of
Information Technology

Attachments:

A. CityofEdin-renewal-Apollo2.27.25v3_Redacted



Account Manager: PJ Joubert
Phone Number: 512-633-3298
Email Address: pj.joubert@apollo-is.com
Mailing Address: Apollo Information Systems Corp.
1 Chisholm Trail Rd., Suite G100
Round Rock, TX 78681

BILL TO:

City of Edinburg
415 W. University Dr.
Edinburg, TX 78539
ATTN: Daniel Vera
PHONE:
EMAIL: Dvera@cityofedinburg.com

SHIP TO:

City of Edinburg
415 W. University Dr.
Edinburg, TX 78539
ATTN: Daniel Vera
PHONE:
EMAIL: Dvera@cityofedinburg.com

QUOTE NUMBER: Edinb- renew-Apollo 2.7.25
QUOTE DATE: 2/26/2025
QUOTE VALID UNTIL: 3/21/2025
SHIP VIA: Digital Delivery
PAYMENT TERMS: Net 30
CONTRACT: [DIR-CPO-4868](#)

ITEM NO.	QTY	MFGR PART NUMBER	MFGR PART # DESCRIPTION	START DATE	END DATE	LIST PRICE / UNIT	DISCOUNT	SALES PRICE / UNIT	EXTENDED SALES PRICE
1	2000	-NE-0002000	/ NETWORK	3/29/2025	3/28/2026	\$ 89.00	63%	\$ 32.68	\$ 65,360.00
2	800	-EM-GO-0000800	/ EMAIL (GoogleWorkspace)	3/29/2025	3/28/2026	\$ 99.00	49%	\$ 50.11	\$ 40,088.00
3	1	E	On-Prem Appliance (Medium)	3/29/2025	3/28/2026	\$ 5,900.00	30%	\$ 4,146.92	\$ 4,146.92
5	2000	E-0002000	/ NETWORK	3/29/2026	3/28/2027	\$ 89.00	63%	\$ 32.68	\$ 65,360.00
6	800	M-GO-0000800	/ EMAIL (GoogleWorkspace)	3/29/2026	3/28/2027	\$ 99.00	49%	\$ 50.11	\$ 40,088.00
7	1	E	On-Prem Appliance (Medium)	3/29/2026	3/28/2027	\$ 5,900.00	30%	\$ 4,146.92	\$ 4,146.92
9	2000	-0002000	/ NETWORK	3/29/2027	3/28/2028	\$ 89.00	63%	\$ 32.68	\$ 65,360.00
10	800	-GO-0000800	/ EMAIL (GoogleWorkspace)	3/29/2027	3/28/2028	\$ 99.00	49%	\$ 50.11	\$ 40,088.00
11	1	ME	On-Prem Appliance (Medium)	3/29/2027	3/28/2028	\$ 5,900.00	30%	\$ 4,146.92	\$ 4,146.92
13	1	EL	Training (eLearning)	3/29/2025	3/28/2028	\$ -	Included	\$ -	\$ -
14	1		Training (Public)	3/29/2025	3/28/2028	\$ -	Included	\$ -	\$ -
15	2	E	Training (Remote)	3/29/2025	3/28/2028	\$ -	Included	\$ -	\$ -
16								\$ -	\$ -
17								\$ -	\$ -
18								\$ -	\$ -

Quote Acknowledgement by Customer

Name: _____
Title: _____
Date: _____

CUSTOMER'S SIGNATURE:

Apollo charges a 3% fee if using a credit card for purchasing.

Invoice Schedule	
Year 1	\$ 109,594.92
Year 2	\$ 109,594.92
Year 3	\$ 109,594.92
3yr total	\$ 328,784.76

SUBTOTAL	\$ 328,784.76
Shipping	\$ -
GRAND TOTAL	\$ 328,784.76



CITY OF EDINBURG - CITY COUNCIL

Meeting Date: March 4, 2025

CONSENT AGENDA

Agenda Item No: 15.F.

Computer Replacement

1. Agenda Item:

Consider Authorizing the Purchase of Thirty Six (36) Dell Devices from Dell Technologies Through the Department of Information Resources (DIR), Contract No. TX DIR-TSO-3763, in the Amount of \$39,642. [Daniel Vera, Director of Information Technology]

2. Description:

In an effort to continue providing efficient and cost-effective purchasing for the City of Edinburg, the city is a member of the following different Cooperative Purchasing Entities in the State of Texas, Houston Galveston Area Council (HGAC), Local Government Purchasing Cooperative (BuyBoard), Sourcewell, Texas Interlocal Purchasing System (TIPS), OMNIA Partners Cooperative, Texas Department of Information Resources (DIR) and the Texas Facilities Commission (TFC). Through the combined efforts of these cooperative entities, members comply with Texas State Procurement Statutes while identifying vendors of commodities, goods and services at extremely competitive bid prices.

City staff is requesting the purchase of thirty six (36) Dell desktop devices for various City Departments. The current desktops in use by the departments are outdated and no longer meet the minimum hardware requirements for the software applications used by the departments. The purchase of new devices will improve the efficiency and effectiveness of the City Department's operations. The outdated devices have caused a number of issues, including slow performance and limited storage capacity, which leads to lost productivity. Additionally, they no longer receive software updates and patches from the manufacturer.

The new devices will provide faster processing power, increased storage capacity, and more reliable performance, allowing staff to quickly access critical information and complete their tasks more efficiently. The purchase of these devices is necessary to provide the city staff with the tools they need to effectively perform their duties and maintain the safety of the community.

Estimated delivery will be approximately 2-8 weeks. Funding is available in Fiscal Year 2024-2025 General Fund Operating Budget, Information Technology Department, Office Hardware and Related Software – IT, account no. 100-1000-523308.

List of devices:

- a. OptiPlex Micro Form Factor 7020 – 10
- b. OptiPlex Small Form Factor Plus 7020 – 22
- c. Dell Latitude 7350 Detachable - 4

3. Staff's Recommendation:

Approve Authorizing the Purchase of Thirty Six (36) Dell Devices from Dell Technologies through Department of Information Resources (DIR), Contract No. TX DIR-TSO-3763, in the Amount of \$39,642.

Reviewed by:

Daniel Vera, Director of Information Technology

Prepared by:

Almaniria Mendez, IT
Administrative Manager

Attachments:

- A. US_QUOTE_3000186121355.1 - from 2.20.25
- B. List of FY 24-25 END OF LIFE COMPUTERS TO BE REPLACED BASED ON BUDGET CONSTRAINTS



Your quote is ready for purchase.

Complete the purchase of your personalized quote through our secure online checkout before the quote expires on **Mar. 22, 2025**.

You can download a copy of this quote during checkout.

[Place your order](#)

Quote Name:	End of Life - FY 24-25	Sales Rep	JARED DUFF
Quote No.	3000186121355.1	Phone	1(800) 4563355, 18009993355
Total	\$39,642.00	Email	Jared_Duff@Dell.com
Customer #	2433888	Billing To	ACCTS PAYABLE CITY OF EDINBURG PO BOX 1079 EDINBURG, TX 78540-1079
Quoted On	Feb. 20, 2025		
Expires by	Mar. 22, 2025		
Contract Name	Texas Department of Information Resources (TX DIR)		
Contract Code	C000000006841		
Customer Agreement #	TX DIR-TSO-3763		
Deal ID	26682563		

Message from your Sales Rep

Please use the Order button to securely place the order with your preferred payment method online. You may contact your Dell sales team if you have any questions. Thank you for shopping with Dell.

Regards,
JARED DUFF

Product	Unit Price	Quantity	Subtotal
OptiPlex Small Form Factor (Plus 7020)	\$1,031.00	22	\$22,682.00
OptiPlex Micro Form Factor (7020)	\$856.00	10	\$8,560.00
Dell Latitude 7350 Detachable	\$1,906.00	4	\$7,624.00
Latitude 7350 Detachable Collaboration Keyboard and Active Pen - US English	\$194.00	4	\$776.00
Subtotal:			\$39,642.00

Shipping:	\$0.00
Non-Taxable Amount:	\$39,642.00
Taxable Amount:	\$0.00
Estimated Tax:	\$0.00
Total:	\$39,642.00

Shipping Group Details

Shipping To
ALMANIRIA MENDEZ
CITY OF EDINBURG
415 W UNIVERSITY DR
EDINBURG, TX 78539-4353
(956) 388-1856

Shipping Method
Standard Delivery

	Unit Price	Quantity	Subtotal
OptiPlex Small Form Factor (Plus 7020)	\$1,031.00	22	\$22,682.00
Estimated delivery if purchased today: Feb. 27, 2025 Contract # C000000006841 Customer Agreement # TX DIR-TSO-3763			

Description	SKU	Unit Price	Quantity	Subtotal
OptiPlex Small Form Factor Plus 7020 BTX	210-BKWL	-	22	-
Intel Core i7 processor 14700 vPro (33 MB cache, 20 cores, 28 threads, up to 5.4 GHz Turbo, 65W)	338-CNCK	-	22	-
Windows 11 Pro, English, Brazilian Portuguese PT-BR, French, Spanish	619-ARSB	-	22	-
Activate Your Microsoft 365 For A 30 Day Trial	658-BCSB	-	22	-
16 GB: 2 x 8 GB, DDR5	370-BBPQ	-	22	-
M.2 2230 256GB PCIe NVMe SSD Class 35	400-BQSD	-	22	-
1st M.2 2280 SSD Screw	773-BBBC	-	22	-
M.2 22x30 Thermal Pad	412-AAQT	-	22	-
NO RAID	817-BBBN	-	22	-
Intel Integrated Graphics	490-BBFG	-	22	-
OptiPlex SFF Plus with 260W Bronze Power Supply	329-BJWJ	-	22	-
System Power Cord (Philippine/TH/US)	450-AAOJ	-	22	-
No Optical Drive	429-ABKF	-	22	-
CMS Software not included	632-BBBJ	-	22	-
No Media Card Reader	379-BBHM	-	22	-

Intel(R) AX211 Wi-Fi 6E 2x2 and Bluetooth	555-BH DU	-	22	-
External Antenna	555-BH DW	-	22	-
Wireless Driver, Intel Wi-Fi 6E AX211 2x2 and Bluetooth wireless card	555-BK JK	-	22	-
No Additional Video Ports	492-BCKH	-	22	-
Dell Pro Wireless Keyboard and Mouse - KM5221W - English - Black	580-AJ JG	-	22	-
Mouse included with Keyboard	570-AA DI	-	22	-
No Cover Selected	325-BC ZQ	-	22	-
Dell Additional Software	634-CH FP	-	22	-
ENERGY STAR Qualified	387-BBLW	-	22	-
SERI Guide (ENG/FR/Multi)	340-AG IK	-	22	-
Watch Dog SRV	379-BF MR	-	22	-
Quick Start Guide, OptiPlex SFF Plus	340-DM JC	-	22	-
Print on Demand Label	389-BD QH	-	22	-
Trusted Platform Module (Discrete TPM Enabled)	329-BB JL	-	22	-
Shipping Material	340-CQ YR	-	22	-
Shipping Label	389-BB UU	-	22	-
Regulatory Label for OptiPlex SFF Plus PSU DAO	389-FF ZD	-	22	-
Intel® Rapid Storage Technology Driver	658-BF SK	-	22	-
Intel Core i7 Processor Label	340-CU EQ	-	22	-
Desktop BTS/BTP Shipment	800-BB IP	-	22	-
No Additional Add In Cards	382-BB HX	-	22	-
No Additional Network Card Selected (Integrated NIC included)	555-BB JO	-	22	-
Configuration Matérielle Fixe	998-GR XN	-	22	-
EPEAT 2018 Registered (Silver)	379-BD TO	-	22	-
Internal Speaker	520-AA RD	-	22	-
No vPro® support	631-BB QQ	-	22	-
Dell Limited Hardware Warranty Plus Service	812-3886	-	22	-

ProSupport Plus: Next Business Day Onsite 3 Years	812-3928	-	22	-
ProSupport Plus: Accidental Damage Service, 3 Years	812-3926	-	22	-
ProSupport Plus: Keep Your Hard Drive, 3 Years	812-3927	-	22	-
ProSupport Plus: 7x24 Technical Support, 3 Years	812-3929	-	22	-
Thank you for choosing Dell ProSupport Plus. For tech support, visit www.dell.com/contactdell or call 1-866-516-3115	997-8367	-	22	-

Unit Price	Quantity	Subtotal
\$856.00	10	\$8,560.00

OptiPlex Micro Form Factor (7020)

Estimated delivery if purchased today:

Feb. 26, 2025

Contract # C000000006841

Customer Agreement # TX DIR-TSO-3763

Description	SKU	Unit Price	Quantity	Subtotal
OptiPlex Micro Form Factor 7020 XCTO	210-BKXM	-	10	-
Intel Core i5 14500T vPro (24MB cache, 14 cores, 20 threads, up to 4.8 GHz, 35W)	338-CNCP	-	10	-
Windows 11 Pro, English, Brazilian Portuguese PT-BR, French, Spanish	619-ARSB	-	10	-
Activate Your Microsoft 365 For A 30 Day Trial	658-BCSB	-	10	-
16GB DDR5 Memory,2X8GB,Non-ECC,SoDIMM	370-BBQB	-	10	-
M.2 2230 256GB PCIe NVMe SSD Class 35	400-BQSD	-	10	-
1st M.2 2280 SSD Screw	773-BBBC	-	10	-
OptiPlex Micro with 35W CPU	329-BJWL	-	10	-
US Power Cord	450-AAZN	-	10	-
Intel(R) AX211 Wi-Fi 6E 2x2 and Bluetooth	555-BH DU	-	10	-
Internal Antenna	555-BHDV	-	10	-
Wireless Driver Intel AX211	555-BKJP	-	10	-
No Additional Video Ports	492-BCKH	-	10	-
Dell Pro Wireless Keyboard and Mouse - KM5221W - English - Black	580-AJJG	-	10	-
Mouse included with Keyboard	570-AADI	-	10	-
No Cover Selected	325-BCZQ	-	10	-
Dell Additional Software	634-CHFP	-	10	-

ENERGY STAR Qualified	387-BBLW	-	10	-
SERI Guide (ENG/FR/Multi)	340-AGIK	-	10	-
Watch Dog SRV	379-BFMR	-	10	-
Quick Start Guide, OptiPlex Micro	340-DMHG	-	10	-
Trusted Platform Module (Discrete TPM Enabled)	329-BBJL	-	10	-
Shipping Material	340-CQYN	-	10	-
Shipping Label	389-BBUU	-	10	-
Low:FSJ Reg label for 90W adaptor	389-FGFB	-	10	-
IRST Driver, MFF 7020	658-BFSV	-	10	-
Intel Core i5 Processor Label	340-CUEW	-	10	-
Desktop BTO Standard shipment	800-BBIO	-	10	-
90 Watt A/C Adapter	450-ALFO	-	10	-
CyberLink PowerDirector 2025 Ultra & PhotoDirector 2025 Ultra	634-BYFS	-	10	-
Custom Configuration	817-BBBB	-	10	-
EPEAT 2018 Registered (Gold)	379-BDZB	-	10	-
Internal Speaker, MFF 7020	520-BBFQ	-	10	-
No Option Included	340-ACQQ	-	10	-
No Out-of-Band Systems Management	631-BBQD	-	10	-
ProSupport Plus: Next Business Day Onsite, 3 Years	803-8830	-	10	-
ProSupport Plus: 7x24 Technical Support, 3 Years	803-8886	-	10	-
ProSupport Plus: Keep Your Hard Drive, 3 Years	803-8802	-	10	-
ProSupport Plus: Accidental Damage Service, 3 Years	803-8774	-	10	-
Dell Limited Hardware Warranty Plus Service	803-8583	-	10	-
Thank you for choosing Dell ProSupport Plus. For tech support, visit www.dell.com/contactdell or call 1-866-516-3115	997-8367	-	10	-

Dell Latitude 7350 Detachable

Estimated delivery if purchased today:

Mar. 06, 2025

Contract # C000000006841

Customer Agreement # TX DIR-TSO-3763

Unit Price	Quantity	Subtotal
\$1,906.00	4	\$7,624.00

Description	SKU	Unit Price	Quantity	Subtotal
Latitude 7350 Detachable, XCTO	210-BLXC	-	4	-
Intel(R) Core(TM) Ultra 5 134U (12MB cache, 12 cores, 14 threads, up to 4.4 GHz Max Turbo)	379-BFQG	-	4	-
Windows 11 Pro, English, Brazilian Portuguese PT-BR, French, Spanish	619-ARSB	-	4	-
Activate Your Microsoft 365 For A 30 Day Trial	658-BCSB	-	4	-
Integrated Intel(R) Graphics, U5-134U processor with 16GB memory and Wi-Fi 7	338-CPHW	-	4	-
Intel vPro Advanced Management Enabled	631-BBSD	-	4	-
16GB LPDDR5x 6400 MT/s dual-channel (onboard)	370-BBZV	-	4	-
512 GB, M.2 2230, TLC PCIe Gen 4 NVMe, SSD	400-BQYK	-	4	-
13" 3K (2880x1920) IPS Touch Anti-Reflect, Anti-Smudge, CGG Victus, LBL, Active Pen Support	391-BJJY	-	4	-
Keyboard Not Included	580-AIDI	-	4	-
Intel(R) BE200 Wi-Fi 7 2x2, Bluetooth(R) 5.4 Technology, Wireless driver	555-BKPG	-	4	-
Intel(R) Wi-Fi 7 BE200 MU-MIMO, Bluetooth(R) 5.4 Wireless Card	555-BKRV	-	4	-
5G Qualcomm Snapdragon (DW5932e) eSIM, AT&T	556-BFNQ	-	4	-
46.5 Wh, ExpressCharge(TM) 3-cell	451-BDHX	-	4	-
65W Type-C Power Adapter	492-BDSX	-	4	-
Foxit PDF Editor with AI Assistant	634-CLHT	-	4	-
CyberLink PowerDirector 2025 Ultra & PhotoDirector 2025 Ultra	634-BYFS	-	4	-
E4 Power Cord 1M for US	537-BBDO	-	4	-
Quick Start Guide	340-DMNH	-	4	-
SERI Guide (ENG/FR/Multi)	340-AGIK	-	4	-
ENERGY STAR Qualified	387-BBLW	-	4	-
Custom Configuration	817-BBBB	-	4	-
Dell Additional Software	658-BFQB	-	4	-
Mix Model Packaging, for 65W adapter + WLAN + WWAN + without Keyboard	340-DRGQ	-	4	-
Intel Core Ultra EVO vPRO Label	389-FGJM	-	4	-

No EAN Shipping Box Label	817-BBBS	-	4	-
8MP HDR + IR with Presence Detection, Facial Recognition, TNR, Mic + 8MP RGB Rear Camera	319-BBKN	-	4	-
EPEAT 2018 Registered (Gold)	379-BDZB	-	4	-
No Security, WWAN	320-BFQV	-	4	-
Intel Rapid Storage Technology Driver	409-BCXV	-	4	-
Intel Connectivity Performance Suite for Evo/vPro	640-BBTB	-	4	-
Dell Limited Hardware Warranty Plus Service	807-7362	-	4	-
ProSupport Plus: Accidental Damage Service, 3 Years	807-7429	-	4	-
ProSupport Plus: Next Business Day Onsite, 3 Years	807-7430	-	4	-
ProSupport Plus: Keep Your Hard Drive, 3 Years	807-7431	-	4	-
ProSupport Plus: 7x24 Technical Support, 3 Years	807-7432	-	4	-
Thank you for choosing Dell ProSupport Plus. For tech support, visit www.dell.com/contactdell or call 1-866-516-3115	997-8367	-	4	-

Unit Price	Quantity	Subtotal
\$194.00	4	\$776.00

Latitude 7350 Detachable Collaboration Keyboard and Active Pen - US English
Estimated delivery if purchased today:
Feb. 27, 2025
Contract # C000000006841
Customer Agreement # TX DIR-TSO-3763

Description	SKU	Unit Price	Quantity	Subtotal
Latitude 7350 Detachable Collaboration Keyboard and Pen - US English	580-BBQL	-	4	-

Subtotal:	\$39,642.00
Shipping:	\$0.00
Estimated Tax:	\$0.00
Total:	\$39,642.00

CONNECT WITH DELL:

BROWSE MORE OPTIONS:

IT Transformation	Laptops	
Desktops		

Servers & Storage	2-in-1's	
Electronics & Accessories		
Financing Options	Dell Services	
Dell Support		
Subscription Center	Events	
Dell Premier		

Important Notes

Terms of Sale

This Quote will, if Customer issues a purchase order for the quoted items that is accepted by Supplier, constitute a contract between the entity issuing this Quote ("Supplier") and the entity to whom this Quote was issued ("Customer"). Unless otherwise stated herein, pricing is valid for thirty days from the date of this Quote. All product, pricing and other information is based on the latest information available and is subject to change. Supplier reserves the right to cancel this Quote and Customer purchase orders arising from pricing errors. Taxes and/or freight charges listed on this Quote are only estimates. The final amounts shall be stated on the relevant invoice. Additional freight charges will be applied if Customer requests expedited shipping. Please indicate any tax exemption status on your purchase order and send your tax exemption certificate to Tax_Department@dell.com or ARSalesTax@emc.com, as applicable.

Governing Terms: This Quote is subject to: (a) a separate written agreement between Customer or Customer's affiliate and Supplier or a Supplier's affiliate to the extent that it expressly applies to the products and/or services in this Quote or, to the extent there is no such agreement, to the applicable set of Dell's Terms of Sale (available at www.dell.com/terms or www.dell.com/oemterms), or for cloud/as-a-Service offerings, the applicable cloud terms of service (identified on the Offer Specific Terms referenced below); and (b) the terms referenced herein (collectively, the "Governing Terms"). Different Governing Terms may apply to different products and services on this Quote. The Governing Terms apply to the exclusion of all terms and conditions incorporated in or referred to in any documentation submitted by Customer to Supplier.

Supplier Software Licenses and Services Descriptions: Customer's use of any Supplier software is subject to the license terms accompanying the software, or in the absence of accompanying terms, the applicable terms posted on www.Dell.com/eula. Descriptions and terms for Supplier-branded standard services are stated at www.dell.com/servicecontracts/global or for certain infrastructure products at www.dellemc.com/en-us/customer-services/product-warranty-and-service-descriptions.htm.

Offer-Specific, Third Party and Program Specific Terms: Customer's use of third-party software is subject to the license terms that accompany the software. Certain Supplier-branded and third-party products and services listed on this Quote are subject to additional, specific terms stated on www.dell.com/offeringspecificterms ("Offer Specific Terms").

In case of Resale only: Should Customer procure any products or services for resale, whether on standalone basis or as part of a solution, Customer shall include the applicable software license terms, services terms, and/or offer-specific terms in a written agreement with the end-user and provide written evidence of doing so upon receipt of request from Supplier.

In case of Financing only: If Customer intends to enter into a financing arrangement ("Financing Agreement") for the products and/or services on this Quote with Dell Financial Services LLC or other funding source pre-approved by Supplier ("FS"), Customer may issue its purchase order to Supplier or to FS. If issued to FS, Supplier will fulfill and invoice FS upon confirmation that: (a) FS intends to enter into a Financing Agreement with Customer for this order; and (b) FS agrees to procure these items from Supplier. Notwithstanding the Financing Agreement, Customer's use (and Customer's resale of and the end-user's use) of these items in the order is subject to the applicable governing agreement between Customer and

Supplier, except that title shall transfer from Supplier to FS instead of to Customer. If FS notifies Supplier after shipment that Customer is no longer pursuing a Financing Agreement for these items, or if Customer fails to enter into such Financing Agreement within 120 days after shipment by Supplier, Customer shall promptly pay the Supplier invoice amounts directly to Supplier.

Customer represents that this transaction does not involve: (a) use of U.S. Government funds; (b) use by or resale to the U.S. Government; or (c) maintenance and support of the product(s) listed in this document within classified spaces. Customer further represents that this transaction does not require Supplier's compliance with any statute, regulation or information technology standard applicable to a U.S. Government procurement.

For certain products shipped to end users in California, a State Environmental Fee will be applied to Customer's invoice. Supplier encourages customers to dispose of electronic equipment properly.

Electronically linked terms and descriptions are available in hard copy upon request.

FY 24-25 END OF LIFE HARDWARE REPLACEMENTS

Year Placed in Use	Department	# of devices	Budgeted Cost	To be Replace With	Actual Cost
2017	Fire Dept	1	\$ 2,100.00	Detachable - Dell Latitude 7350	\$2,100.00
2017	Administration	1	\$ 2,100.00	Detachable - Dell Latitude 7350	\$2,100.00
2018	Building Safety	1	\$ 2,100.00	Detachable - Dell Latitude 7350	\$2,100.00
2018	Building Safety	1	\$ 2,100.00	Detachable - Dell Latitude 7350	\$2,100.00
2013	Health/Animal Control	1	\$ 859.00	Tier 1 - OptiPlex Micro Form Factor (7020)	\$856.00
2014	Building Safety	1	\$ 859.00	Tier 1 - OptiPlex Micro Form Factor (7020)	\$856.00
2017	City Managers	1	\$ 859.00	Tier 1 - OptiPlex Micro Form Factor (7020)	\$856.00
2017	Fire Dept	1	\$ 859.00	Tier 1 - OptiPlex Micro Form Factor (7020)	\$856.00
2017	Fire Dept	1	\$ 859.00	Tier 1 - OptiPlex Micro Form Factor (7020)	\$856.00
2017	Fire Dept	1	\$ 859.00	Tier 1 - OptiPlex Micro Form Factor (7020)	\$856.00
2017	Building Safety	1	\$ 859.00	Tier 1 - OptiPlex Micro Form Factor (7020)	\$856.00
2017	Human Resources	1	\$ 859.00	Tier 1 - OptiPlex Micro Form Factor (7020)	\$856.00
2017	Planning and Zoning	1	\$ 859.00	Tier 1 - OptiPlex Micro Form Factor (7020)	\$856.00
2019	Building Safety	1	\$ 859.00	Tier 1 - OptiPlex Micro Form Factor (7020)	\$856.00
2015	Building Safety	1	\$ 1,030.00	Tier 2 - OptiPlex Small Form Factor (Plus 7020)	\$1,031.00
2015	Administration	1	\$ 1,030.00	Tier 2 - OptiPlex Small Form Factor (Plus 7020)	\$1,031.00
2015	Administration	1	\$ 1,030.00	Tier 2 - OptiPlex Small Form Factor (Plus 7020)	\$1,031.00
2015	Investigations	1	\$ 1,030.00	Tier 2 - OptiPlex Small Form Factor (Plus 7020)	\$1,031.00
2015	Communications	1	\$ 1,030.00	Tier 2 - OptiPlex Small Form Factor (Plus 7020)	\$1,031.00
2015	Administration	1	\$ 1,030.00	Tier 2 - OptiPlex Small Form Factor (Plus 7020)	\$1,031.00
2015	Communications	1	\$ 1,030.00	Tier 2 - OptiPlex Small Form Factor (Plus 7020)	\$1,031.00
2015	Communications	1	\$ 1,030.00	Tier 2 - OptiPlex Small Form Factor (Plus 7020)	\$1,031.00
2015	Communications	1	\$ 1,030.00	Tier 2 - OptiPlex Small Form Factor (Plus 7020)	\$1,031.00
2015	COP	1	\$ 1,030.00	Tier 2 - OptiPlex Small Form Factor (Plus 7020)	\$1,031.00
2015	EvidenceCrime	1	\$ 1,030.00	Tier 2 - OptiPlex Small Form Factor (Plus 7020)	\$1,031.00
2015	Jail	1	\$ 1,030.00	Tier 2 - OptiPlex Small Form Factor (Plus 7020)	\$1,031.00
2015	Traffic	1	\$ 1,030.00	Tier 2 - OptiPlex Small Form Factor (Plus 7020)	\$1,031.00
2015	IT	1	\$ 1,030.00	Tier 2 - OptiPlex Small Form Factor (Plus 7020)	\$1,031.00
2015	IT	1	\$ 1,030.00	Tier 2 - OptiPlex Small Form Factor (Plus 7020)	\$1,031.00
2015	LibraryStaff	1	\$ 1,030.00	Tier 2 - OptiPlex Small Form Factor (Plus 7020)	\$1,031.00
2015	Planning and Zoning	1	\$ 1,030.00	Tier 2 - OptiPlex Small Form Factor (Plus 7020)	\$1,031.00
2015	LibraryStaff	1	\$ 1,030.00	Tier 2 - OptiPlex Small Form Factor (Plus 7020)	\$1,031.00
2017	LibraryStaff	1	\$ 1,030.00	Tier 2 - OptiPlex Small Form Factor (Plus 7020)	\$1,031.00
2017	Finance	1	\$ 1,030.00	Tier 2 - OptiPlex Small Form Factor (Plus 7020)	\$1,031.00
2017	Fire Dept	1	\$ 1,030.00	Tier 2 - OptiPlex Small Form Factor (Plus 7020)	\$1,031.00
2017	Parks and Recreation	1	\$ 1,030.00	Tier 2 - OptiPlex Small Form Factor (Plus 7020)	\$1,031.00

36 \$ 39,650.00

\$39,642.00

Note: Original budget for end of life replacements was \$45,000. However we used approximately \$5,350 for hardware for new hires not taken into account in the original budget. That expense left a remaining budget of \$39,650 for end of life unit replacements.



CITY OF EDINBURG - CITY COUNCIL

Meeting Date: March 4, 2025

CONSENT AGENDA

Agenda Item No: 15.G.

Fiscal Year 2026 Border Zone Fire Departments (BZFD) Grant Program

1. Agenda Item:

Consider Resolution Authorizing the City Manager to Submit a Grant Application to the Office of the Governor Under the Fiscal Year 2026 Border Zone Fire Departments (BZFD) Grant Program and to Execute all Grant Documents Relating Thereto. [Omar Garza, Fire Chief].

2. Description:

The Office of the Governor released the solicitation for the Fiscal Year 2026 Border Zone Fire Departments (BZFD) Grant Program on Jan. 13, 2025. The BZFD Grant Program provides grants to professional fire departments along the Texas-Mexico border region for specialized equipment, maintenance, and medical supplies to support emergency services associated with the execution of border security activities associated with deterring crimes.

The Edinburg Fire Department seeks funding for six (6) mobile light towers which will support EFD in operations such as illuminating emergency scenes, enhancing disaster response, nighttime search and rescue operations, hazmat incidents, and traffic incidents, among others. The six (6) mobile light towers can only be used to support emergency services associated with the execution of border security activities. The grant request is approximately \$78,000, with no matching funds required.

Procurement will adhere to federal and state guidelines, and City policy.

The deadline for the grant application is March 13, 2025. The award notification is anticipated by the Summer 2025. The period of performance for projects selected for funding must begin on or after September 1, 2025 through August 31, 2026.

If authorized to submit this grant application, the City will have an opportunity to maximize grant funding and alleviate budget expenditures.

3. Staff's Recommendation:

Approve Resolution authorizing the City Manager to Submit a Grant Application to the Office of the Governor Under the Fiscal Year 2026 Border Zone Fire Departments Grant Program and to Execute all Grant Documents Relating Thereto.

Reviewed by:

Omar Garza, Fire Chief

Prepared by:

Maricruz Tovar, Emergency
Management Planner

Attachments:

A. FY 2026 BZFD Grant Resolution

RESOLUTION NO.

THE STATE OF TEXAS	§	RESOLUTION AUTHORIZING THE CITY MANAGER TO SUBMIT A GRANT APPLICATION TO THE OFFICE OF THE GOVERNOR, UNDER THE
COUNTY OF HIDALGO	§	FISCAL YEAR 2026 BORDER ZONE FIRE DEPARTMENTS (BZFD) GRANT PROGRAM AND
CITY OF EDINBURG	§	TO EXECUTE ALL GRANT DOCUMENTS RELATING THERETO.

WHEREAS, The City of Edinburg finds it is the best interest of the residents to submit a grant application to the Office of the Governor, under the Fiscal Year 2026 Border Zone Fire Departments (BFZD) Grant. The BZFD Grant Program provides grants to professional fire departments along the Texas-Mexico border region for specialized equipment, maintenance, and medical supplies to support emergency services associated with the execution of border security activities associated with deterring crimes; 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 grant has no local match requirement;

WHEREAS, the Edinburg City Council agrees that in the event of loss or misuse of the Office of the Governor funds, the City of Edinburg assures that the funds will be returned to the Office of the Governor in full; 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, 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:

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

SECTION 2: The City of Edinburg hereby authorizes and designates the City Manager, as the City's authorized official, to submit a grant application to the Office of the Governor, comply with applicable grant requirements as required by funding source, to accept, alter, terminate, and execute any and all grant documents on behalf of the City.

SECTION 3: SEVERABILITY. If any section, part or provision of this Resolution is declared unconstitutional or invalid, by a court of competent jurisdiction, then in that event, it is

expressly provided and it is the intention of the City Council, in passing this Resolution, that its parts shall be severable, and all other parts of this Resolution shall not be affected thereby, and they shall remain in full force and effect.

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

READ, CONSIDERED, PASSED and APPROVED at a regular meeting of the City Council of the City of Edinburg, Texas, at which a quorum was present and which was held in accordance with V.T.C.A., Government Code, Section 551.04, on the 4th day of March 2025.

CITY OF EDINBURG

By: _____
Ramiro Garza Jr., Mayor

ATTEST:

By: _____
Clarice Yvette Balderas, City Secretary

APPROVE AS TO FORM:

By: _____
Josephine R. Solis
City Attorney

Grant Application Number: 5542201



CITY OF EDINBURG - CITY COUNCIL

Meeting Date: March 4, 2025

CONSENT AGENDA

Agenda Item No: 15.H.

2025 Ford F150 STX Crew Cab 4x4

1. Agenda Item:

Consider Authorizing the Purchase of a 2025 Ford F-150 STX Crew Cab 4x4 from Boswell Elliff, Through the Texas Interlocal Purchasing System (TIPS-USA) Vendor No. 7490 via Contract No. 240901 Transportation Vehicle, in the Amount of \$48,929. [Omar Garza, Fire Chief]

2. Description:

In an effort to continue providing efficient and cost-effective purchasing for the City of Edinburg, the city is a member of the following different Cooperative Purchasing Entities in the State of Texas, Houston Galveston Area Council (HGAC), Local Government Purchasing Cooperative (BuyBoard), Sourcwell, Texas Interlocal Purchasing System (TIPS), OMNIA Partners Cooperative, Texas Department of Information Resources (DIR) and the Texas Facilities Commission (TFC). Through the combined efforts of these cooperative entities, members comply with Texas State Procurement Statues while identifying vendors of commodities, goods and services at extremely competitive bid prices.

This purchase is made through TIPS-USA Vendor No. 7490 via Contract No. 240901 Transportation Vehicle and includes one 2025 Ford F-150 STX Crew Cab 4x4 with running boards for the Fire Marshal's Office at a total cost of \$48,929. The Fire Marshal's Office currently requires a vehicle for one of its inspectors. The vehicle will be available for purchase at the dealership in sixty (60) days.

Approval of this item will require mid-year appropriation funding.

3. Staff's Recommendation:

Approve Authorizing the Purchase of a 2025 Ford F-150 STX Crew Cab 4x4 from Boswell Elliff, Through the Texas Interlocal Purchasing System (TIPS-USA) Vendor No. 7490 via Contract No. 240901 Transportation Vehicle, in the Amount of \$48,929.

Reviewed by:

Omar Garza, Fire Chief

Prepared by:

Maricruz Tovar, Emergency
Management Planner

Attachments:

A. Quote_Boswell Elliff

1401 W.BUSINESS 77
P.O.BOX 1871
SAN BENITO, TX 78586
WWW.BOSWELLAUTO.COM



EMAIL: ROBGARCIA@BOSWELLAUTO.COM
PHONE: 1-888-233-5721/(956)399-2468
FAX: (956)399-4707

MOTOR VEHICLE PURCHASE ORDER

Purchaser CITY OF EDINBURG Salesman Robert Garcia Date 02/20/2025
Address _____ Residence Phone _____ Bus. Phone _____
City _____ State TX Zip _____

I hereby offer to purchase from you under the terms and conditions specified, the following:

Delivery is to be made _____ or as soon thereafter as possible. It is agreed, however, that neither you nor the Manufacturer will be liable for failure to effect delivery.

DESCRIPTION OF SALE UNIT					
Quantity 1	☒ New ☐ Used	Year 2025	Make FORD	Cyl. 5.0L	Model F150 STX
Body Style CREW CAB 4X4		Stock No. ORDER	Color WHITE		
Vehicle Identification No.			License No.		
Inspection	Mileage	Validation No.			
USED CAR TRADE-IN					
Year	Make	Body Type			
Model	Cyl.	Mileage			
Vehicle Identification No.			License No.		
Inspection	Validation No.				
Appraised Value of Trade-in \$		FMCC Deal No.			
TIPS-USA VENDOR #7490 CONTRACT #240901 TRANSPORTATION VEHICLE					

DOCUMENTARY FEE. A DOCUMENTARY FEE IS NOT AN OFFICIAL FEE. A DOCUMENTARY FEE IS NOT REQUIRED BY LAW, BUT MAY BE CHARGED TO BUYERS FOR HANDLING DOCUMENTS AND PERFORMING SERVICES RELATED TO CLOSING OF A SALE. A DOCUMENTARY FEE MAY NOT EXCEED \$25. THIS NOTICE IS REQUIRED BY LAW. THE DEALER'S INVENTORY TAX CHARGE IS INTENDED TO REIMBURSE THE DEALER FOR AD VALOREM TAXES ON ITS MOTOR VEHICLE INVENTORY. THE CHARGE, WHICH IS PAID BY THE DEALER TO THE COUNTY TAX ASSESSOR/COLLECTOR, IS NOT A TAX IMPOSED ON A CONSUMER BY THE GOVERNMENT, AND IS NOT REQUIRED TO BE CHARGED BY THE DEALER TO THE CONSUMER.

AVISO
EL COBRO DOCUMENTAL NO ES UN COBRO OFICIAL. EL COBRO DOCUMENTAL NO ES REQUISITO BAJO LA LEY, PERO SE LE PUEDE COBRAR AL COMPRADOR POR EL RENDIMIENTO DE LOS SERVICIOS RELACIONADOS CON LA COMPLETACION DE LA VENTA Y POR COMPLETAR LOS DOCUMENTOS. EL COBRO DOCUMENTAL NO PUEDE SOBREPASAR LOS \$50.00 (U.S.) ESTE AVISO ES REQUERIDO BAJO LA LEY. EL COBRO DEL CONCESIONARIO POR IMPUESTOS AL INVENTARIO ES PARA REEMBOLSAR AL CONCESIONARIO POR IMPUESTOS POR EL VALOR DE SU INVENTARIO DE VEHICULOS MOTRICES. ESTE CARGO, QUE HACE EL CONCESIONARIO AL RECOLECTOR-EVALUADOR DE IMPUESTOS DEL CONDADO, NO ES UN IMPUESTO IMPUTADO AL CONSUMIDOR POR EL GOBIERNO, Y NO SE REQUIERE QUE SEA COBRADO AL CONSUMIDOR POR EL CONCESIONARIO.

DISCLAIMER OF WARRANTIES

Any warranties on the products sold hereby are those made by the manufacturer. The seller hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and the Seller neither assumes nor authorizes any other to assume for it any liability in connection with the sale of said products.

PRICE OF UNIT	\$54820	00
BEF-GP DISC	-5891	00
INCLUDES RUNNINGBOARDS		
Selling Price	\$48929	00
Trade Allowance	\$	
Difference	\$	
Sales Tax	\$	
License and Titles Fees	\$	
State Inspection	\$	
Documentary Fee	\$	
Dealer Inventory Tax	\$	
Subtotal	\$	
Add Balance Owed on Trade	\$	
Subtotal	\$	
Cash on Delivery	\$	
Unpaid Balance Due	\$48929	00

I understand and agree to the terms of this order, whether on the front or the reverse side. This order contains the entire agreement proposed for the purchase of the above described vehicle and no other agreement or understanding of any nature concerning this transaction has been made unless attached to this order and signed by the seller and buyer. Seller makes no representations concerning fuel economy of the sale unit and any information posted on the sale unit or contained in literature relating to the same reflect the results of tests performed, required or prescribed by a government agency, upon which seller has relied. If the sale unit is a used motor vehicle: (1) seller will deliver to the buyer an Odometer Disclosure Statement based on written information relating to the sale unit obtained from the previous owner and upon which seller has relied; and (2) seller has obtained from the previous owner a written Certificate of Title prepared by the State Department of Highways and Public Transportation from its official records, all of the information in which seller has relied upon in the Description of Sale Unit in this order.

Seller's Signature Robert Garcia Purchaser's Signature _____ Date _____



CITY OF EDINBURG - CITY COUNCIL

Meeting Date: March 4, 2025

CONSENT AGENDA

Agenda Item No: 15.I.

Purchase of 35 Daniel Defense Custom Rifles

1. Agenda Item:

Consider Authorizing the Purchase of Thirty-Five (35) Daniel Defense Custom Rifles with Aimpoint PRO Patrol Rifle Optic from Clyde Armory Inc, Through the Local Government Purchasing Cooperative (BuyBoard) in the Amount of \$68,495.00. [Jaime Ayala, Chief of Police]

2. Description:

In an effort to continue providing efficient and cost-effective purchasing for the City of Edinburg, the city is a member of the following different Cooperative Purchasing Entities in the State of Texas, Houston Galveston Area Council (HGAC), Local Government Purchasing Cooperative (BuyBoard), Sourcwell, Texas Interlocal Purchasing System (TIPS), OMNIA Partners Cooperative, Texas Department of Information Resources (DIR) and the Texas Facilities Commission (TFC). Through the combined efforts of these cooperative entities, members comply with Texas State Procurement Statues while identifying vendors of commodities, goods and services at extremely competitive bid prices.

Staff is requesting the purchase of thirty-five (35) Daniel Defense Custom Rifle with Aimpoint PRO Patrol Rifle Optic through Clyde Armory Inc. for a total cost of \$68,495.00.

Projected delivery is within 90 days of Purchase Order issuance.

Funding in the amount of \$68,495.00 is available through FY 2024-2025 TCSA Expense Account, 112-2000-585322-US Dept of Treasury.

3. Staff's Recommendation:

Approve Authorizing the Purchase of Thirty-Five (35) Daniel Defense Custom Rifles with Aimpoint PRO Patrol Rifle Optic from Clyde Armory Inc, Through the Local Government Purchasing Cooperative (BuyBoard) in the Amount of \$68,495.00.

Reviewed by:

Jaime Ayala, Chief of Police

Prepared by:

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

Attachments:

- A. Clyde Armory Inc Quote Updated
- B. Clyde Armory Sam.gov
- C. Buyboard Vendor Contract Information

Quotation

Clyde Armory Inc

4800 Atlanta Highway

Athens, GA 30606

706-549-1842

www.clydearmory.com

February 24, 2025



[Edinburgh OD 1702 S. Closner Blvd.](#)

[Edinburg, Texas 78539](#)

[956.289.7763 O 956.386.0667](#)

[Fax](#)

cblandford@cityofedinburg.com

cblandford@cityofedinburg.com

Terms and Conditions

1. All orders require an official PO or purchase letter on agency letterhead, and your State Sales and Use Tax Exemption Certificate. If your agency self-pays State tax, that must be stated on the PO or purchase letter.
2. Orders for firearms or ammunition require a Federal Firearms and Ammunition Excise Tax Exemption Form.
3. After an order is placed, all communication regarding the order will be directed to Clyde Armory, not product manufacturers.

Salesperson	Email	Telephone	Quote valid for
Robert Ford	rob@clydearmory.com	706-549-1842 X210	30 days

Qty	Description	Unit Price	Line Total
35.00	Daniel Defense Custom Rifle, 16" BBL, 5.56mm, 15" MFR MLOK Rail, Vert Grip, 2X Push Button QD Swivel, Magpul PRO Front and Rear Sights (Per DD Quote Edinburgh-0515)	\$1,518.00	\$ 53,130.00
	Breakdown as follows		
	DD M4V7 Rifle #02-128-02081-047 MSRP \$1,964		
	DD QD Swivel x2 13-018-16037 MSRP \$20each so \$40		
	Magpul PRO Front Sight MAG275 MSRP \$94.95		
	Magpul PRO Rear sight MAG276 MSRP \$114.95		
	TOTAL MSRP \$2,213.90 Daniel defense discount @30%=\$1,549		
35.00	Aimpoint PRO Patrol Rifle Optic QRP Mount AR15 Riser #200374	\$439.00	\$ 15,365.00
	Buyboard contract #698-23		
	*Terms: Net 30 on delivery. Price includes freight		
	*A 3% fee will be added for all payments made with a Credit Card		
Total			\$ 68,495.00

Thank you for your business!

Aimpoint Avon Benelli Colt CZ Daniel Defense EoTech Heckler & Koch Magpul
Magtech Mossberg OSS Smith & Wesson Steiner Streamlight Surefire Survival Armour Trijicon



CLYDE ARMORY INC

Unique Entity ID CJVQJ9WMK1D9	CAGE / NCAGE 4UW53	Purpose of Registration All Awards
Registration Status Active Registration	Expiration Date Feb 7, 2026	
Physical Address 4800 Atlanta HWY Athens, Georgia 30606-0713 United States	Mailing Address 4800 Atlanta HWY Athens, Georgia 30606 United States	

Business Information

Doing Business as (blank)	Division Name Clyde Armory	Division Number (blank)
Congressional District Georgia 10	State / Country of Incorporation Georgia / United States	URL http://www.clydearmory.com

Registration Dates

Activation Date Feb 11, 2025	Submission Date Feb 7, 2025	Initial Registration Date Aug 24, 2007
--	---------------------------------------	--

Entity Dates

Entity Start Date Aug 1, 1991	Fiscal Year End Close Date Dec 31
---	---

Immediate Owner

CAGE (blank)	Legal Business Name (blank)
------------------------	---------------------------------------

Highest Level Owner

CAGE (blank)	Legal Business Name (blank)
------------------------	---------------------------------------

Executive Compensation

Registrants in the System for Award Management (SAM) respond to the Executive Compensation questions in accordance with Section 6202 of P.L. 110-252, amending the Federal Funding Accountability and Transparency Act (P.L. 109-282). This information is not displayed in SAM. It is sent to USAspending.gov for display in association with an eligible award. Maintaining an active registration in SAM demonstrates the registrant responded to the questions.

Proceedings Questions

Registrants in the System for Award Management (SAM.gov) respond to proceedings questions in accordance with FAR 52.209-7, FAR 52.209-9, or 2. C.F.R. 200 Appendix XII. Their responses are displayed in the responsibility/qualification section of SAM.gov. Maintaining an active registration in SAM.gov demonstrates the registrant responded to the proceedings questions.

Exclusion Summary

Active Exclusions Records?

No

SAM Search Authorization

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

Yes

Entity Types

Business Types

Entity Structure Corporate Entity (Not Tax Exempt)	Entity Type Business or Organization	Organization Factors Subchapter S Corporation
Profit Structure For Profit Organization		

Socio-Economic Types

Veteran-Owned Business

Service-Disabled Veteran-Owned Business

Check the registrant's Reps & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

Financial Information

Accepts Credit Card Payments
Yes

Debt Subject To Offset
No

EFT Indicator
0000

CAGE Code
4UW53

Points of Contact

Electronic Business

👤
Andrew Clyde, Owner

4800 Atlanta HWY
Athens, Georgia 30606
United States

Robert Ford

4800 Atlanta HWY
Athens, Georgia 30606
United States

Government Business

👤
Robert Ford

4800 Atlanta HWY
Athens, Georgia 30606
United States

Past Performance

👤
Adam Smith

4800 Atlanta HWY
Athens, Georgia 30606
United States

Service Classifications

NAICS Codes

Primary	NAICS Codes
Yes	332994
	332993
	332999

NAICS Title
Small Arms, Ordnance, And Ordnance Accessories Manufacturing
Ammunition (Except Small Arms) Manufacturing
All Other Miscellaneous Fabricated Metal Product Manufacturing

Product and Service Codes

PSC	PSC Name
1005	Guns, Through 30mm
1305	Ammunition, Through 30mm
5855	Night Vision Equipment, Emitted And Reflected Radiation
6650	Optical Instruments, Test Equipment, Components And Accessories

Disaster Response

This entity does not appear in the disaster response registry.



Vendor Contract Information Summary

Vendor	Clyde Armory, Inc.
Contact	Robert Ford
Phone	706-549-1842
Phone Extension	210
Email	lesales@clydearmory.com
Vendor Website	clydearmory.com
TIN	37-1577133
Address Line 1	4800 Atlanta Highway
Vendor City	Athens
Vendor Zip	30606
Vendor State	GA
Vendor Country	USA
Delivery Days	10
Freight Terms	FOB Destination
Payment Terms	Net 30
Shipping Terms	Freight prepaid by vendor and added to invoice
Ship Via	Common Carrier
Designated Dealer	No
EDGAR Received	Yes
Service-disabled Veteran Owned	No
Minority Owned	No
Women Owned	No
National	No
No Foreign Terrorist Orgs	Yes
No Israel Boycott	Yes
MWBE	No
ESCs	All Texas Regions
States	All States
Contract Name	Public Safety and Firehouse Supplies and Equipment
Contract No.	698-23
Effective	04/01/2023
Expiration	03/31/2026
Accepts RFQs	Yes



CITY OF EDINBURG - CITY COUNCIL

Meeting Date: March 4, 2025

CONSENT AGENDA

Agenda Item No: 15.J.

FY 2026-2027 Victim Coordinator and Liaison Grant Program

1. Agenda Item:

Consider Resolution Authorizing the City Manager to Submit a Grant Application to the Office of the Attorney General of Texas Fiscal Year 2026-2027 Victim Coordinator and Liaison Grant Program and Execute Any Grant Documents Relating Thereto. [Jaime Ayala, Chief of Police]

2. Description:

The purpose of the grant is to fund the mandated positions described in the Texas Code of Criminal Procedure, Article 56.04. Crime Victim Liaisons are expected to provide direct victim services; and to promote and educate the community and professionals about victim rights and services in an effort to identify and provide or refer them to needed services.

Previously, the City of Edinburg applied for the FY 2024-2025 Victim Coordinator and Liaison Grant Program and was awarded \$99,000 for two (2) years. The Crime Victim Liaison's salary is compensated through this grant.

The term of the grant is up to two (2) years, beginning September 1, 2025, to August 31, 2027.

The maximum amount of funding for one (1) year is \$49,500, and \$99,000 for two (2) years.

The grant does not require a local match. The City is responsible for paying any costs over the grant amounts for salaries and fringe benefits.

3. Staff's Recommendation:

Approve Resolution Authorizing the City Manager to Submit a Grant Application to the Office of the Attorney General of Texas Fiscal Year 2026-2027 Victim Coordinator and Liaison Grant Program and Execute Any Grant Documents Relating Thereto.

Reviewed by:

Jaime Ayala, Chief of Police

Prepared by:

Mary Gonzalez, Grants
Analyst

Iris Alvarado, Management
Services Administrator

Attachments:

A. OAG VCLG Resolution 2026-2027

RESOLUTION NO.

**THE STATE OF TEXAS § AUTHORIZE THE CITY MANAGER TO SUBMIT A
GRANT APPLICATION TO THE OFFICE OF THE
ATTORNEY GENERAL OF TEXAS FOR THE FISCAL
COUNTY OF HIDALGO § YEAR 2026-2027 VICTIM COORDINATOR AND
LIAISON GRANT PROGRAM AND TO EXECUTE
GRANT DOCUMENTS RELATING THERETO.**

CITY OF EDINBURG §

WHEREAS, the Office of the Attorney General of Texas is soliciting grant applications for the Fiscal Year 2026-2027 Victim Coordinator and Liaison Grant Program to provide direct victim services; to promote and educate the community and professionals about victim rights and services in an effort to identify and provide or refer them to needed services; and,

WHEREAS, the City Council of the City of Edinburg has considered and supports the grant application No. 2026-3458626769 to be filed with the Office of the Attorney General of Texas to continue funding for one (1) Crime Victim Liaison; and,

WHEREAS, the Office of the Attorney General of Texas will pay grants on a cost-reimbursement basis, for an approximate amount of \$49,500 per year for two years for total amount of \$99,000, and no matching funds are required; and,

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

WHEREAS, the City of Edinburg designates the City Manager as the grantee's authorized official, and the authorized official is given the power to apply for, accept, alter, reject, terminate and execute any and all grant documents on the behalf of the City, as well as given the authority to sign all grant adjustment requests, inventory reports, progress reports and financial reports or any other official documents related to the grant.

**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: The City of Edinburg hereby authorizes and designates the City Manager, as the City's authorized official, to submit grant application No. 2026-3458626769 for the Fiscal Year 2026-2027 Victim Coordinator and Liaison Grant Program to the Office of the Attorney General of Texas to continue funding for one (1) Crime Victim Liaison, comply with applicable

grant requirements as required by funding source, 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 4th day of March 2025.

CITY OF EDINBURG

By: _____
Ramiro Garza, Jr., Mayor

ATTEST:

By: _____
Clarice Y. Balderas, City Secretary

By: _____
Josephine R. Solis
City Attorney

Grant Application Number: 2026-3458626769



CITY OF EDINBURG - CITY COUNCIL

Meeting Date: March 4, 2025

CONSENT AGENDA

Agenda Item No: 15.K.

Officer Initiated Contact Data

1. Agenda Item:

Submit Annual Report for Officer Initiated Contact Data by the Edinburg Police Department, as Required by the Texas Racial Profiling Law, (S.B. Number 1074). [Jaime Ayala, Police Chief]

2. Description:

The Texas Racial Profiling Law (S.B. Number 1074) became effective January 01, 2002, with the intent to collect police contact data on traffic and pedestrian stops for the purpose of identifying and responding, if necessary, to concerns regarding racial profiling practices. The law requires that the 2023 Annual Report be made available to the governing body of the municipality and the Texas Commission on Law Enforcement. Additionally, the law requires a policy that clearly defines acts that constitute racial profiling, a statement indicating prohibition of any Edinburg peace officer from engaging in racial profiling, implement disciplinary guidelines for peace officers found in violation of the Texas Racial Profiling Law and collect data for subsequent reporting that includes information on race and ethnicity of individuals detained, whether a search was conducted, if there was a search, whether it was a consent or probable cause search, or whether a custody arrest took place.

The Police Department's records indicate that a total of 33,055 officer initiated traffic stops were made for the reporting period. The comprehensive analysis of the data included in the report demonstrates that the Edinburg Police Department has complied with the Texas Racial Profiling Law and all of its requirements. Further, the report demonstrates that the police department has incorporated a comprehensive racial profiling policy, currently offers information to the public on how to file a compliment or complaint, commissions quarterly data audits in order to ensure validity and reliability, collects and commissions the analysis of tier 2 data, and ensures that the practice of racial profiling is not tolerated.

The Racial Profile Annual Report period is from January 1, 2024, through December 31, 2024.

3. Staff's Recommendation:

Submit Annual Report for Officer Initiated Contact Data by the Edinburg Police Department, as Required by the Texas Racial Profiling Law, (S.B. Number 1074). City Council Action is not required.

Reviewed by:

Jaime Ayala, Chief of Police

Prepared by:

Carla Bautista, Crime Analyst

Iris Alvarado, Management Services Administrator

Attachments:

A. Edinburg 2024 Racial Profiling Report

RACIAL PROFILING REPORT

2024

EDINBURG Police Department



DEL CARMEN
Consulting, LLC.

LAW ENFORCEMENT EXPERTS

"Dr. Alex del Carmen's work on racial profiling exemplifies the very best of the Sandra Bland Act, named after my daughter. My daughter's pledge to fight for injustice is best represented in the high quality of Dr. del Carmen's reports which include, as required by law, the data analysis, audits, findings and recommendations. I commend the agencies that work with him as it is clear that they have embraced transparency and adherence to the law."

-Quote by Geneva Reed (Mother of Sandra Bland)



February 18, 2025

Edinburg City Council
415 West University Dr.
Edinburg, TX 78539

Dear Distinguished Members of the City Council,

The Texas Racial Profiling Law was enacted by the Texas Legislature in 2001, with the intent of addressing the issue of racial profiling in policing. During the last calendar year, the Edinburg Police Department, in accordance with the law, has collected and reported traffic and motor vehicle related contact data for the purpose of identifying and addressing (if necessary) areas of concern regarding racial profiling practices. In the 2009 Texas legislative session, the Racial Profiling Law was modified, and additional requirements were implemented. Further, in 2017 the Sandra Bland Act was passed and signed into law (along with HB 3051, which introduced new racial and ethnic designations). The Sandra Bland Law currently requires that law enforcement agencies in the state collect additional data and provide a more detailed analysis. I am pleased to report that all of these requirements have been met by the Edinburg Police Department and are included in this report.

In this annual report, you will find three sections with information on motor vehicle-related contacts. In addition, when applicable, documentation is included which demonstrates the way the Edinburg Police Department has complied with the Texas Racial Profiling Law. In section one, you will find the table of contents. Section two documents compliance by the Edinburg Police Department relevant to the requirements established in the Texas Racial Profiling Law. That is, you will find documents relevant to the training of all police personnel on racial profiling prevention and the institutionalization of the compliment and complaint processes, as required by law.

Section three contains statistical data relevant to contacts (as defined by the law) which were made during motor vehicle stops that took place between 1/1/24 and 12/31/24. Further, this section includes the Tier 2 form, which is required to be submitted to TCOLE (Texas Commission on Law Enforcement) and the law enforcement agency's local governing authority by March 1 of each year. The data in this report has been fully analyzed and compared to information derived from the U.S. Census Bureau's Fair Roads Standard. The final analysis and recommendations are also included in this report.

In the last section of the report, you will find the original draft of the Texas Racial Profiling Law, SB1074, as well as the Sandra Bland Act (current law). Also in this section, a list of requirements relevant to the Racial Profiling Law, as established by TCOLE is included. The findings in this report support the Edinburg Police Department's commitment to comply with the Texas Racial Profiling Law.

Sincerely,

Alex del Carmen, Ph.D.

Table of Contents

INTRODUCTION	
Letter to Council Members	2
Table of Contents	3
RESPONDING TO THE LAW	
Public Education on Filing Compliments and Complaints	4
Racial Profiling Course Number 3256	5
Reports on Compliments and Racial Profiling Complaints	11
Tier 2 Data (Includes tables)	13
ANALYSIS AND INTERPRETATION OF DATA	
Tier 2 Motor Vehicle-Related Contact Analysis	23
Comparative Analysis	24
Summary of Findings	26
Checklist	27
LEGISLATIVE AND ADMINISTRATIVE ADDENDUM	
TCOLE Guidelines	29
The Texas Law on Racial Profiling	34
Modifications to the Original Law	41
Racial and Ethnic Designations	49
The Sandra Bland Act	50
Edinburg Police Department Racial Profiling Policy	51

Public Education on Responding to Compliments and Complaints

Informing the Public on the Process of Filing a Compliment or Complaint with the Edinburg Police Department

The Texas Racial Profiling Law requires that police agencies provide information to the public regarding the manner in which to file a compliment or racial profiling complaint. In an effort to comply with this particular component, the Edinburg Police Department launched an educational campaign aimed at informing the public on issues relevant to the racial profiling complaint process.

The police department made available, in the lobby area and on its web site, information relevant to filing a compliment and complaint on a racial profiling violation by a Edinburg Police Officer. In addition, each time an officer issues a citation, ticket or warning, information on how to file a compliment or complaint is given to the individual cited. This information is in the form of a web address (including in the document issued to the citizen), which has instructions and details specifics related to the compliment or complaint processes.

It is believed that through these efforts, the community has been properly informed of the new policies and the complaint processes relevant to racial profiling.

All Edinburg Police Officers have been instructed, as specified in the Texas Racial Profiling Law, to adhere to all Texas Commission on Law Enforcement (TCOLE) training and the Law Enforcement Management Institute of Texas (LEMIT) requirements. To date, all sworn officers of the Edinburg Police Department have completed the TCOLE basic training on racial profiling. The main outline used to train the officers of Edinburg has been included in this report.

It is important to recognize that the Chief of the Edinburg Police Department has also met the training requirements, as specified by the Texas Racial Profiling Law, in the completion of the LEMIT program on racial profiling. The satisfactory completion of the racial profiling training by the sworn personnel of the Edinburg Police Department fulfills the training requirement as specified in the Education Code (96.641) of the Texas Racial Profiling Law.

Racial Profiling Course 3256

Texas Commission on Law Enforcement

September 2001

Racial Profiling 3256

Instructor's Note:

You may wish to teach this course in conjunction with Asset Forfeiture 3255 because of the related subject matter and applicability of the courses. If this course is taught in conjunction with Asset Forfeiture, you may report it under Combined Profiling and Forfeiture 3257 to reduce data entry.

Abstract

This instructor guide is designed to meet the educational requirement for racial profiling established by legislative mandate: 77R-SB1074.

Target Population: Licensed law enforcement personnel in Texas

Prerequisites: Experience as a law enforcement officer

Length of Course: A suggested instructional time of 4 hours

Material Requirements: Overhead projector, chalkboard and/or flip charts, video tape player, handouts, practical exercises, and demonstrations

Instructor Qualifications: Instructors should be very knowledgeable about traffic stop procedures and law enforcement issues

Evaluation Process and Procedures

An examination should be given. The instructor may decide upon the nature and content of the examination. It must, however, sufficiently demonstrate the mastery of the subject content by the student.

Reference Materials

Reference materials are located at the end of the course. An electronic copy of this instructor guide may be downloaded from our web site at <http://www.tcleose.state.tx.us>.

Racial Profiling 3256

1.0 RACIAL PROFILING AND THE LAW

1.1 UNIT GOAL: The student will be able to identify the legal aspects of racial profiling.

1.1.1 LEARNING OBJECTIVE: The student will be able to identify the legislative requirements placed upon peace officers and law enforcement agencies regarding racial profiling.

Racial Profiling Requirements:

Racial profiling CCP 3.05

Racial profiling prohibited CCP 2.131

Law enforcement policy on racial profiling CCP 2.132

Reports required for traffic and pedestrian stops CCP 2.133

Liability CCP 2.136

Racial profiling education for police chiefs Education Code 96.641

Training program Occupations Code 1701.253

Training required for intermediate certificate Occupations Code 1701.402

Definition of "race or ethnicity" for form Transportation Code 543.202

A. Written departmental policies

1. Definition of what constitutes racial profiling
2. Prohibition of racial profiling
3. Complaint process
4. Public education
5. Corrective action
6. Collection of traffic-stop statistics
7. Annual reports

B. Not prima facie evidence

C. Feasibility of use of video equipment

D. Data does not identify officer

E. Copy of complaint-related video evidence to officer in question

F. Vehicle stop report

1. Physical description of detainees: gender, race or ethnicity
2. Alleged violation
3. Consent to search
4. Contraband
5. Facts supporting probable cause
6. Arrest
7. Warning or citation issued

G. Compilation and analysis of data

H. Exemption from reporting – audio/video equipment

I. Officer non-liability

J. Funding

K. Required training in racial profiling

1. Police chiefs
2. All holders of intermediate certificates and/or two-year-old licenses as of 09/01/2001 (training to be completed no later than 09/01/2003) – see legislation 77R-SB1074



1.1.2 LEARNING OBJECTIVE: The student will become familiar with Supreme Court decisions and other court decisions involving appropriate actions in traffic stops.

A. Whren v. United States, 517 U.S. 806, 116 S.Ct. 1769 (1996)

1. Motor vehicle search exemption
2. Traffic violation acceptable as pretext for further investigation
3. Selective enforcement can be challenged

B. Terry v. Ohio, 392 U.S. 1, 88 S.Ct. 1868 (1968)

1. Stop & Frisk doctrine
2. Stopping and briefly detaining a person
3. Frisk and pat down

C. Other cases

1. Pennsylvania v. Mimms, 434 U.S. 106, 98 S.Ct. 330 (1977)
2. Maryland v. Wilson, 117 S.Ct. 882 (1997)
3. Graham v. State, 119 MdApp 444, 705 A.2d 82 (1998)
4. Pryor v. State, 122 Md.App. 671 (1997) cert. denied 352 Md. 312, 721 A.2d 990 (1998)
5. Ferris v. State, 355 Md. 356, 735 A.2d 491 (1999)
6. New York v. Belton, 453 U.S. 454 (1981)



2.0 RACIAL PROFILING AND THE COMMUNITY

2.1 UNIT GOAL: The student will be able to identify logical and social arguments against racial profiling.

2.1.1 LEARNING OBJECTIVE: The student will be able to identify logical and social arguments against racial profiling.

- A. There are appropriate reasons for unusual traffic stops (suspicious behavior, the officer's intuition, MOs, etc.), but police work must stop short of cultural stereotyping and racism.
- B. Racial profiling would result in criminal arrests, but only because it would target all members of a race randomly – the minor benefits would be far outweighed by the distrust and anger towards law enforcement by minorities and the public as a whole.
- C. Racial profiling is self-fulfilling bad logic: if you believed that minorities committed more crimes, then you might look for more minority criminals, and find them in disproportionate numbers.
- D. Inappropriate traffic stops generate suspicion and antagonism towards officers and make future stops more volatile – a racially-based stop today can throw suspicion on tomorrow's legitimate stop.
- E. By focusing on race, you would not only be harassing innocent citizens, but overlooking criminals of all races and backgrounds – it is a waste of law enforcement resources.

3.0 RACIAL PROFILING VERSUS REASONABLE SUSPICION

3.1 UNIT GOAL: The student will be able to identify the elements of both inappropriate and appropriate traffic stops.

3.1.1 LEARNING OBJECTIVE: The student will be able to identify elements of a racially motivated traffic stop.

A. Most race-based complaints come from vehicle stops, often since race is used as an inappropriate substitute for drug courier profile elements

B. "DWB" – "Driving While Black" – a nickname for the public perception that a Black person may be stopped solely because of their race (especially with the suspicion that they are a drug courier), often extended to other minority groups or activities as well ("Driving While Brown," "Flying While Black," etc.)

C. A typical traffic stop resulting from racial profiling

1. The vehicle is stopped on the basis of a minor or contrived traffic violation which is used as a pretext for closer inspection of the vehicle, driver, and passengers
2. The driver and passengers are questioned about things that do not relate to the traffic violation
3. The driver and passengers are ordered out of the vehicle
4. The officers visually check all observable parts of the vehicle
5. The officers proceed on the assumption that drug courier work is involved by detaining the driver and passengers by the roadside
6. The driver is asked to consent to a vehicle search – if the driver refuses, the officers use other procedures (waiting on a canine unit, criminal record checks, license-plate checks, etc.), and intimidate the driver (with the threat of detaining him/her, obtaining a warrant, etc.)



3.1.2 LEARNING OBJECTIVE: The student will be able to identify elements of a traffic stop which would constitute reasonable suspicion of drug courier activity.

A. Drug courier profile (adapted from a profile developed by the DEA)

1. Driver is nervous or anxious beyond the ordinary anxiety and cultural communication styles
2. Signs of long-term driving (driver is unshaven, has empty food containers, etc.)
3. Vehicle is rented
4. Driver is a young male, 20-35
5. No visible luggage, even though driver is traveling
6. Driver was over-reckless or over-cautious in driving and responding to signals
7. Use of air fresheners

B. Drug courier activity indicators by themselves are usually not sufficient to justify a stop

3.1.3 LEARNING OBJECTIVE: The student will be able to identify elements of a traffic stop which could constitute reasonable suspicion of criminal activity.

A. Thinking about the totality of circumstances in a vehicle stop

B. Vehicle exterior

1. Non-standard repainting (esp. on a new vehicle)
2. Signs of hidden cargo (heavy weight in trunk, windows do not roll down, etc.)
3. Unusual license plate suggesting a switch (dirty plate, bugs on back plate, etc.)
4. Unusual circumstances (pulling a camper at night, kids' bikes with no kids, etc.)

C. Pre-stop indicators

1. Not consistent with traffic flow
2. Driver is overly cautious, or driver/passengers repeatedly look at police car
3. Driver begins using a car- or cell-phone when signaled to stop
4. Unusual pull-over behavior (ignores signals, hesitates, pulls onto new street, moves objects in car, etc.)

D. Vehicle interior

1. Rear seat or interior panels have been opened, there are tools or spare tire, etc.
2. Inconsistent items (anti-theft club with a rental, unexpected luggage, etc.)

Resources

Proactive Field Stops Training Unit – Instructor's Guide, Maryland Police and Correctional Training Commissions, 2001. (See Appendix A.)

Web address for legislation 77R-SB1074:



Report on Compliments and Racial Profiling Complaints



Report on Complaints

The following table contains data regarding officers that have been the subject of a complaint, during the time period of 1/1/24-12/31/24 based on allegations outlining possible violations related to the Texas Racial Profiling Law. The final disposition of the case is also included.

☐

A check above indicates that the Edinburg Police Department has not received any complaints, on any members of its police services, for having violated the Texas Racial Profiling Law during the time period of 1/1/24-12/31/24.

Complaints Filed for Possible Violations of The Texas Racial Profiling Law

Complaint Number	Alleged Violation	Disposition of the Case
1	Racial Profiling	Unfounded

Additional Comments:

Tables Illustrating Motor Vehicle-Related Contacts

TIER 2 DATA

TOTAL STOPS: 33,055

STREET ADDRESS OR APPROXIMATE LOCATION OF STOP.

City Street	32,114
US Highway	488
State Highway	358
County Road	44
Private Property	51

WAS RACE OR ETHNICITY KNOWN PRIOR TO STOP?

Yes	1,840
No	31,215

RACE OR ETHNICITY

Alaska Native/American Indian	93
Asian/Pacific Islander	126
Black	339
White	5,282
Hispanic/Latino	27,215

GENDER

Female Total: 13,835

Alaska Native/American Indian	20
Asian/Pacific Islander	47
Black	89
White	1,928
Hispanic/Latino	11,751

Male Total: 19,220

Alaska Native/American Indian	73
Asian/Pacific Islander	79
Black	250
White	3,354
Hispanic/Latino	15,464

REASON FOR STOP?

Violation of Law Total: 28,210

Alaska Native/American Indian	78
Asian/Pacific Islander	106
Black	280
White	4,511
Hispanic/Latino	23,235

Pre-existing Knowledge Total: 213

Alaska Native/American Indian	1
Asian/Pacific Islander	0
Black	0
White	126
Hispanic/Latino	86

Moving Traffic Violation Total: 1,412

Alaska Native/American Indian	5
Asian/Pacific Islander	7
Black	27
White	135
Hispanic/Latino	1,238

TIER 2 DATA

Vehicle Traffic Violation Total: 3,220

Alaska Native/American Indian	9
Asian/Pacific Islander	13
Black	32
White	510
Hispanic/Latino	2,656

Contraband (in plain view) Total: 17

Alaska Native/American Indian	0
Asian/Pacific Islander	0
Black	0
White	6
Hispanic/Latino	11

WAS SEARCH CONDUCTED?

	YES	NO
Alaska Native/American Indian	0	93
Asian/Pacific Islander	2	124
Black	11	328
White	144	5,138
Hispanic/Latino	729	26,486
TOTAL	886	32,169

Probable Cause Total: 276

Alaska Native/American Indian	0
Asian/Pacific Islander	1
Black	7
White	41
Hispanic/Latino	227

Inventory Total: 31

Alaska Native/American Indian	0
Asian/Pacific Islander	1
Black	0
White	10
Hispanic/Latino	20

REASON FOR SEARCH?

Consent Total: 534

Alaska Native/American Indian	0
Asian/Pacific Islander	0
Black	4
White	84
Hispanic/Latino	446

Incident to Arrest Total: 28

Alaska Native/American Indian	0
Asian/Pacific Islander	0
Black	0
White	3
Hispanic/Latino	25

TIER 2 DATA

WAS CONTRABAND DISCOVERED?

	YES	NO
Alaska Native/American Indian	0	0
Asian/Pacific Islander	1	1
Black	4	7
White	51	93
Hispanic/Latino	194	535
TOTAL	250	636

Did the finding result in arrest?

	YES	NO
Alaska Native/American Indian	0	0
Asian/Pacific Islander	1	0
Black	2	2
White	40	11
Hispanic/Latino	113	81
TOTAL	156	94

DESCRIPTION OF CONTRABAND

Drugs Total: 212

Alaska Native/American Indian	0
Asian/Pacific Islander	1
Black	3
White	46
Hispanic/Latino	162

Currency Total: 0

Alaska Native/American Indian	0
Asian/Pacific Islander	0
Black	0
White	0
Hispanic/Latino	0

Weapons Total: 5

Alaska Native/American Indian	0
Asian/Pacific Islander	0
Black	0
White	1
Hispanic/Latino	4

Alcohol Total: 34

Alaska Native/American Indian	0
Asian/Pacific Islander	0
Black	1
White	3
Hispanic/Latino	30

TIER 2 DATA

Stolen Property Total: 0

Alaska Native/American Indian	0
Asian/Pacific Islander	0
Black	0
White	0
Hispanic/Latino	0

Other Total: 14

Alaska Native/American Indian	0
Asian/Pacific Islander	0
Black	0
White	5
Hispanic/Latino	9

RESULT OF THE STOP

Verbal Warning Total: 96

Alaska Native/American Indian	0
Asian/Pacific Islander	1
Black	1
White	28
Hispanic/Latino	66

Written Warning Total: 22,872

Alaska Native/American Indian	73
Asian/Pacific Islander	84
Black	264
White	4,181
Hispanic/Latino	18,270

Citation Total: 9,811

Alaska Native/American Indian	20
Asian/Pacific Islander	38
Black	72
White	1,004
Hispanic/Latino	8,677

Written Warning and Arrest Total: 106

Alaska Native/American Indian	0
Asian/Pacific Islander	0
Black	1
White	18
Hispanic/Latino	87

Citation and Arrest Total: 6

Alaska Native/American Indian	0
Asian/Pacific Islander	0
Black	0
White	2
Hispanic/Latino	4

Arrest Total: 164

Alaska Native/American Indian	0
Asian/Pacific Islander	3
Black	1
White	49
Hispanic/Latino	111

TIER 2 DATA

ARREST BASED ON

Violation of Penal Code Total: 227

Alaska Native/American Indian	0
Asian/Pacific Islander	2
Black	2
White	52
Hispanic/Latino	171

Violation of Traffic Law Total: 23

Alaska Native/American Indian	0
Asian/Pacific Islander	1
Black	0
White	7
Hispanic/Latino	15

Violation of City Ordinance Total: 1

Alaska Native/American Indian	0
Asian/Pacific Islander	0
Black	0
White	1
Hispanic/Latino	0

Outstanding Warrant Total: 25

Alaska Native/American Indian	0
Asian/Pacific Islander	0
Black	0
White	9
Hispanic/Latino	16

Was physical force used resulting in bodily injury during the stop?

	YES	NO
Alaska Native/American Indian	0	93
Asian/Pacific Islander	0	126
Black	0	339
White	2	5,280
Hispanic/Latino	16	27,199
TOTAL	18	33,037

Tables Illustrating Motor Vehicle Related Contact Data

Table 1. Citations and Warnings

Race/ Ethnicity	All Contacts	Citations	Verbal Warning	Written Warning	Contact Percent	Citation Percent	Verbal Percent	Written Percent
Alaska Native/ American Indian	93	20	0	73	0%	0%	0%	0%
Asian/ Pacific Islander	126	38	1	84	0%	0%	1%	0%
Black	339	72	1	264	1%	1%	1%	1%
White	5,282	1,006	28	4,181	16%	10%	29%	18%
Hispanic/ Latino	27,215	8,681	66	18,270	82%	88%	69%	80%
TOTAL	33,055	9,817	96	22,872	100%	100%	100%	100%



Table 2. Motor Vehicle Contacts and Fair Roads Standard Comparison

Comparison of motor vehicle-related contacts with households that have vehicle access.

Race/Ethnicity	Contact Percentage	Households with Vehicle Access
Alaska Native/American Indian	0%	0%
Asian/Pacific Islander	0%	1%
Black	1%	1%
White	16%	9%
Hispanic/Latino	82%	89%
TOTAL	100%	100%

Table 3. Motor Vehicle Searches and Arrests.

Race/Ethnicity	Searches	Consent Searches	Arrests
Alaska Native/American Indian	0	0	0
Asian/Pacific Islander	2	0	3
Black	11	4	2
White	144	84	69
Hispanic/Latino	729	446	202
TOTAL	886	534	276

Table 4. Instances Where Peace Officers Used Physical Force Resulting in Bodily Injury

Instances Where Peace Officers Used Physical Force that Resulted in Bodily Injury	Arrest	Location of Stop	Reason for Stop
1	01/21/24	City Street	Moving Traffic Violation
2	02/13/24	City Street	Moving Traffic Violation
3	05/14/24	City Street	Moving Traffic Violation
4	05/14/24	City Street	Violation of Law
5	06/18/24	City Street	Moving Traffic Violation
6	07/10/24	City Street	Vehicle Traffic Violation
7	08/25/24	City Street	Violation of Law
8	08/28/24	City Street	Moving Traffic Violation
9	09/04/24	City Street	Moving Traffic Violation
10	09/08/24	City Street	Moving Traffic Violation
11	09/09/24	City Street	Moving Traffic Violation
12	09/09/24	City Street	Moving Traffic Violation
13	09/13/24	City Street	Moving Traffic Violation
14	10/11/24	City Street	Violation of Law
15	10/14/24	City Street	Moving Traffic Violation
16	11/07/24	City Street	Moving Traffic Violation
17	11/20/24	City Street	Moving Traffic Violation
18	11/21/24	City Street	Moving Traffic Violation

Table 5. Search Data

Race/ Ethnicity	Searches	Contraband Found Yes	Contraband Found No	Arrests	Percent Searches	Percent Contraband Found	Percent No Contraband	Percent Arrest
Alaska Native/ American Indian	0	0	0	0	0%	0%	0%	0%
Asian/ Pacific Islander	2	1	1	3	0%	0%	0%	1%
Black	11	4	7	2	1%	2%	1%	1%
White	144	51	93	69	16%	20%	15%	25%
Hispanic/ Latino	729	194	535	202	82%	78%	84%	73%
TOTAL	886	250	636	276	100%	100%	100%	100%

Table 6. Report on Audits.

The following table contains data regarding the number and outcome of required data audits during the period of 1/1/24-12/31/24.

Audit Data	Number of Data Audits Completed	Date of Completion	Outcome of Audit
1	1	03/01/24	Data was valid and reliable
2	1	06/01/24	Data was valid and reliable
3	1	09/01/24	Data was valid and reliable
4	1	12/01/24	Data was valid and reliable

ADDITIONAL COMMENTS:

Table 7. Instance Where Force Resulted in Bodily Injury.

Race/Ethnicity	Number	Percent
Alaska Native/American Indian	0	0%
Asian/Pacific Islander	0	0%
Black	0	0%
White	2	11%
Hispanic	16	89%
TOTAL	18	100%

Table 8. Reason for Arrests from Vehicle Contact

Race/ Ethnicity	Violation of Penal Code	Violation of Traffic Law	Violation of City Ordinance	Outstanding Warrant	Percent Penal Code	Percent Traffic Law	Percent City Ordinance	Percent Warrant
Alaska Native/ American Indian	0	0	0	0	0%	0%	0%	0%
Asian/Pacific Islander	2	1	0	0	1%	4%	0%	0%
Black	2	0	0	0	1%	0%	0%	0%
White	52	7	1	9	23%	30%	100%	36%
Hispanic/ Latino	171	15	0	16	75%	65%	0%	64%
TOTAL	227	23	1	25	100%	100%	100%	100%

Table 9. Contraband Hit Rate

Race/ Ethnicity	Searches	Contraband Found Yes	Contraband Hit Rate	Search Percent	Contraband Percent
Alaska Native/ American Indian	0	0	0%	0%	0%
Asian/ Pacific Islander	2	1	50%	0%	0%
Black	11	4	36%	1%	2%
White	144	51	35%	16%	20%
Hispanic/Latino	729	194	27%	82%	78%

Analysis and Interpretation of Data

As previously noted, in 2001, the Texas Legislature passed Senate Bill 1074, which eventually became the Texas Racial Profiling Law. This particular law came into effect on January 1, 2002, and required all police departments in Texas to collect traffic-related data and report this information to their local governing authority by March 1 of each year. This version of the law remained in place until 2009, when it was modified to include the collection and reporting of all motor vehicle-related contacts in which a citation was issued, or an arrest was made. Further, the modification to the law further requires that all police officers indicate whether or not they knew the race or ethnicity of the individuals before detaining them. In addition, it became a requirement that agencies report motor vehicle-related data to their local governing authority and to the Texas Commission on Law Enforcement (TCOLE) by March 1 of each year. The purpose in collecting and disclosing this information is to determine if police officers in any particular municipality are engaging in the practice of racially profiling minority motorists.

One of the main requirements of the law is that police departments interpret motor vehicle-related data. Even though most researchers would likely agree that it is within the confines of good practice for police departments to be accountable to the citizenry while carrying a transparent image before the community, it is in fact very difficult to determine if individual police officers are engaging in racial profiling from a review and analysis of aggregate/institutional data. In other words, it is challenging for a reputable researcher to identify specific "individual" racist behavior from aggregate-level "institutional" data on traffic or motor vehicle-related contacts.

As referenced earlier, in 2009 the Texas Legislature passed House Bill 3389, which modified the Racial Profiling Law by adding new requirements; this took effect on January 1, 2010. The changes included, but are not limited to, the re-definition of a contact to include motor vehicle-related contacts in which a citation was issued, or an arrest was made. In addition, it required police officers to indicate if they knew the race or ethnicity of the individual before detaining them. The 2009 law also required adding "Middle Eastern" to the racial and ethnic category and submitting the annual data report to TCOLE before March 1 of each year.

In 2017, the Texas Legislators passed HB 3051 which removed the Middle Eastern data requirement while standardizing the racial and ethnic categories relevant to the individuals that came in contact with police. In addition, the Sandra Bland Act (SB 1849) was passed and became law. Thus, the most significant legislative mandate (Sandra Bland Act) in Texas history regarding data requirements on law enforcement contacts became law and took effect on January 1, 2018. The Sandra Bland Act not only currently requires the extensive collection of data relevant to police motor vehicle contacts, but it also mandates for the data to be analyzed while addressing the following:

1. A comparative analysis of the information compiled (under Article 2.133):

- a. Evaluate and compare the number of motor vehicle stops, within the applicable jurisdiction, of persons who are recognized as racial or ethnic minorities and persons who are not recognized as racial or ethnic minorities;*
- b. Examine the disposition of motor vehicle stops made by officers employed by the agency, categorized according to the race or ethnicity of the affected persons, as appropriate, including any searches resulting from stops within the applicable jurisdiction;*
- c. Evaluate and compare the number of searches resulting from motor vehicle stops within the applicable jurisdiction and whether contraband or other evidence was discovered in the course of those searches.*

2. Information related to each complaint filed with the agency alleging that a peace officer employed by the agency has engaged in racial profiling.

In an effort to comply with The Texas Racial Profiling/Sandra Bland Law, the Edinburg Police Department commissioned the analysis of its 2024 contact data. Hence, two different types of data analyses were performed. The first of these involved a careful evaluation of the 2024 motor vehicle-related data. This particular analysis measured, as required by law, the number and percentage of Whites, Blacks, Hispanics or Latinos, Asians and Pacific Islanders, Alaska Natives and American Indians, who came in contact with police in the course of a motor vehicle-related contact and were either issued a ticket, citation, or warning or an arrest was made. Also included in this data were instances when a motor vehicle contact took place for an alleged violation of the law or ordinance. The Tier 2 data analysis included, but was not limited to, information relevant to the number and percentage of contacts by race/ethnicity, gender, reason for the stop, location of stop, searches while indicating the type of search performed, result of stop, basis of an arrest, and use of physical force resulting in bodily injury.

The analysis on the data performed in this report, was based on a comparison of the 2024 motor vehicle contact data with a specific baseline. When reading this particular analysis, one should consider that there is disagreement in the literature regarding the appropriate baseline to be used when analyzing motor vehicle-related contact information. Of the baseline measures available, the Edinburg Police Department agreed with our recommendation to rely in part, as a baseline measure, on the Fair Roads Standard. This particular baseline is established on data obtained through the U.S. Census Bureau (2020) relevant to the number of households that have access to vehicles while controlling for the race and ethnicity of the heads of households.

It should be noted that the census data presents challenges to any effort made at establishing a fair and accurate racial profiling analysis. That is, census data contains information on all residents of a particular community, regardless whether they are among the driving population. Further, census data, when used as a baseline of comparison, presents the challenge that it captures information related to city residents only, thus excluding individuals who may have come in contact with the Edinburg Police Department in 2024 but live outside city limits. In some jurisdictions the percentage of the population that comes in contact with the police but lives outside city limits represents a substantial volume of all motor vehicle-related contacts made in a given year.

In 2002, major civil rights groups in Texas expressed their concern and made recommendations to the effect that all police departments should rely, in their data analysis, on the Fair Roads Standard. This source contains census data specific to the number of “households” that have access to vehicles. Thus, proposing to compare “households” (which may have multiple residents and only a few vehicles) with “contacts” (an individual-based count). In essence this constitutes a comparison that may result in ecological fallacy. Despite this risk, as noted earlier, the Edinburg Police Department accepted the recommendation to utilize this form of comparison (i.e., census data relevant to households with vehicles) in an attempt to demonstrate its “good will” and “transparency” before the community. Thus, the Fair Roads Standard data obtained and used in this study is specifically relevant to the Brownsville-Edinburg CSA.

Tier 2 (2024) Motor Vehicle-Related Contact Analysis

When examining the enhanced and more detailed Tier 2 data collected in 2024, it was evident that most motor vehicle-related contacts were made with Hispanics, followed by Whites. Of those who came in contact with police, most tickets or citations were issued to Hispanics and Whites; this was followed by Blacks. However, in terms of written warnings, most of these were issued to Hispanics, followed by Whites.

While reviewing searches and arrests, the data showed that most searches took place among Hispanics. When considering all searches, most were consented by Hispanics and Whites, while most custody arrests were also of Hispanics. Overall, most searches did not result in contraband; of those that produced contraband, most were of Hispanics; this was followed by Whites. Of the searches that did not produce contraband, most were of Hispanics. Most arrests were made of Hispanics. Most of the arrests that originated from a violation of the penal code involved Hispanics. Overall, the police department reports 18 instances where force was used that resulted in bodily injury.

Comparative Analysis

A comprehensive analysis of the motor vehicle contacts made in 2024 to the census data relevant to the number of “households” in the Brownsville-Edinburg CSA who indicated in the 2020 census that they had access to vehicles, produced interesting findings. Specifically, the percentage of Blacks, Hispanics, Asians, and American Indians who came in contact with police was the same or lower than the percentage of Black, Hispanic, Asian, and American Indian households in the Brownsville-Edinburg CSA that claimed in the last census to have access to vehicles. The opposite was true of Whites. That is, a higher percentage of Whites came in contact with police than the percentage of White households in the Brownsville-Edinburg CSA that claimed in the last census to have access to vehicles.

The comprehensive analysis of the searches resulting in contraband shows that the most significant contraband hit rate is of Asians. This was followed by Blacks and Whites. This means that among all searches performed in 2024, the most significant percentage of these that resulted in contraband was among Asians. The lowest contraband hit rate was among Hispanics.

Summary of Findings

As previously noted, the most recent Texas Racial Profiling Law requires that police departments perform data audits in order to validate the data being reported. Consistent with this requirement, the Edinburg Police Department has engaged del Carmen Consulting, LLC in order to perform these audits in a manner consistent with normative statistical practices. As shown in Table 6, the audit performed reveals that the data is valid and reliable. Further, as required by law, this report also includes an analysis on the searches performed. This analysis includes information on whether contraband was found as a result of the search while controlling for race/ethnicity. The search analysis demonstrates that the police department is engaging in search practices consistent with national trends in law enforcement.

While considering the findings produced as a result of this analysis, it is recommended that the Edinburg Police Department should continue to collect and evaluate additional information on motor vehicle contact data (i.e., reason for probable cause searches, contraband detected), which may prove to be useful when determining the nature of the contacts police officers are making with all individuals.

As part of this effort, the Edinburg Police Department should continue to:

- 1) Perform an independent analysis on contact and search data in the upcoming year.
- 2) Commission data audits in 2025 in order to assess data integrity; that is, to ensure that the data collected is consistent with the data being reported.

The comprehensive data analysis performed serves as evidence that the Edinburg Police Department has complied with the Texas Racial Profiling Law and all of its requirements. Further, the report demonstrates that the police department has incorporated a comprehensive racial profiling policy, currently offers information to the public on how to file a compliment or complaint, commissions quarterly data audits in order to ensure validity and reliability, collects and commissions the analysis of Tier 2 data, and ensures that the practice of racial profiling will not be accepted or tolerated.

Checklist

The following requirements were met by the Edinburg Police Department in accordance with The Texas Racial Profiling Law:

- ✓ Implement a Racial Profiling Policy citing act or actions that constitute racial profiling.
- ✓ Include in the racial profiling policy, a statement indicating prohibition of any peace officer employed by the Edinburg Police Department from engaging in racial profiling.
- ✓ Implement a process by which an individual may file a complaint regarding racial profiling violations.
- ✓ Provide public education related to the complaint and complaint process.
- ✓ Implement disciplinary guidelines for officers found in violation of the Texas Racial Profiling Law.
- ✓ Collect, report and analyze motor vehicle data (Tier 2).
- ✓ Commission Data Audits and a Search Analysis.
- ✓ Indicate total number of officers who knew and did not know, the race/ethnicity of individuals before being detained.
- ✓ Produce an annual report on police contacts (Tier 2) and present this to the local governing body and TCOLE by March 1, 2025.
- ✓ Adopt a policy, if video/audio equipment is installed, on standards for reviewing video and audio documentation.

Legislative & Administrative



TCOLE GUIDELINES

Guidelines for Compiling and Reporting Data under Senate Bill 1074

Background

Senate Bill 1074 of the 77th Legislature established requirements in the Texas Code of Criminal Procedure (TCCP) for law enforcement agencies. The Commission developed this document to assist agencies in complying with the statutory requirements.

The guidelines are written in the form of standards using a style developed from accreditation organizations including the Commission on Accreditation for Law Enforcement Agencies (CALEA). The standards provide a description of **what** must be accomplished by an agency but allows wide latitude in determining **how** the agency will achieve compliance with each applicable standard.

Each standard is composed of two parts: the standard statement and the commentary. The *standard statement* is a declarative sentence that places a clear-cut requirement, or multiple requirements, on an agency. The commentary supports the standard statement but is not binding. The commentary can serve as a prompt, as guidance to clarify the intent of the standard, or as an example of one possible way to comply with the standard.

Standard 1

Each law enforcement agency has a detailed written directive that:

- clearly defines acts that constitute racial profiling;
- strictly prohibits peace officers employed by the agency from engaging in racial profiling;
- implements a process by which an individual may file a complaint with the agency if the individual believes a peace officer employed by the agency has engaged in racial profiling with respect to the individual filing the complaint;
- provides for public education relating to the complaint process;
- requires appropriate corrective action to be taken against a peace officer employed by the agency who, after investigation, is shown to have engaged in racial profiling in violation of the agency's written racial profiling policy; and
- requires the collection of certain types of data for subsequent reporting.

Commentary

Article 2.131 of the TCCP prohibits officers from engaging in racial profiling, and article 2.132 of the TCCP now requires a written policy that contains the elements listed in this standard. The article also specifically defines a law enforcement agency as it applies to this statute as an “agency of the state, or of a county, municipality, or other political subdivision of the state, that employs peace officers who make traffic stops in the routine performance of the officers’ official duties.”

The article further defines race or ethnicity as being of “a particular descent, including Caucasian, African, Hispanic, Asian, or Native American.” The statute does not limit the required policies to just these ethnic groups.

This written policy is to be adopted and implemented no later than January 1, 2002.

Standard 2

Each peace officer who stops a motor vehicle for an alleged violation of a law or ordinance regulating traffic, or who stops a pedestrian for any suspected offense reports to the employing law enforcement agency information relating to the stop, to include:

- a physical description of each person detained, including gender and the person’s race or ethnicity, as stated by the person, or, if the person does not state a race or ethnicity, as determined by the officer’s best judgment;
- the traffic law or ordinance alleged to have been violated or the suspected offense;
- whether the officer conducted a search as a result of the stop and, if so, whether the person stopped consented to the search;
- whether any contraband was discovered in the course of the search, and the type of contraband discovered;
- whether probable cause to search existed, and the facts supporting the existence of that probable cause;
- whether the officer made an arrest as a result of the stop or the search, including a statement of the offense charged;
- the street address or approximate location of the stop; and
- whether the officer issued a warning or citation as a result of the stop, including a description of the warning or a statement of the violation charged.

Commentary

The information required by 2.133 TCCP is used to complete the agency reporting requirements found in Article 2.134. A peace officer and an agency may be exempted from this requirement under Article 2.135 TCCP Exemption for Agencies Using Video and Audio Equipment. An agency may be exempt from this reporting requirement by applying for the funds from the Department of Public Safety for video and audio equipment and the State does not supply those funds. Section 2.135 (a)(2) states, “the governing body of the county or municipality served by the law enforcement agency, in conjunction with the law enforcement agency, certifies to the Department of Public Safety, not later than the date specified by rule by the department, that the law enforcement agency needs funds or video and audio equipment for the purpose of installing video and audio equipment as described by Subsection (a) (1) (A) and the agency does not receive from the state funds for video and audio equipment sufficient, as determined by the department, for the agency to accomplish that purpose.”

Standard 3

The agency compiles the information collected under 2.132 and 2.133 and analyzes the information identified in 2.133.

Commentary

Senate Bill 1074 from the 77th Session of the Texas Legislature created requirements for law enforcement agencies to gather specific information and to report it to each county or municipality served. New sections of law were added to the Code of Criminal Procedure regarding the reporting of traffic and pedestrian stops. Detained is defined as when a person stopped is not free to leave.

Article 2.134 TCCP requires the agency to compile and provide an analysis of the information collected by peace officer employed by the agency. The report is provided to the governing body of the municipality or county no later than March 1 of each year and covers the previous calendar year.

There is data collection and reporting required based on Article 2.132 CCP (tier one) and Article 2.133 CCP (tier two).

The minimum requirements for “tier one” data for traffic stops in which a citation results are:

- 1) the race or ethnicity of individual detained (race and ethnicity as defined by the bill means of “a particular descent, including Caucasian, African, Hispanic, Asian, or Native American”);
- 2) whether a search was conducted, and if there was a search, whether it was a consent search or a probable cause search; and
- 3) whether there was a custody arrest.

The minimum requirements for reporting on “tier two” reports include traffic and pedestrian stops. Tier two data include:

- 1) the detained person’s gender and race or ethnicity;
- 2) the type of law violation suspected, e.g., hazardous traffic, non-hazardous traffic, or other criminal investigation (the Texas Department of Public Safety publishes a categorization of traffic offenses into hazardous or non-hazardous);
- 3) whether a search was conducted, and if so whether it was based on consent or probable cause;
- 4) facts supporting probable cause;
- 5) the type, if any, of contraband that was collected;
- 6) disposition of the stop, e.g., arrest, ticket, warning, or release;
- 7) location of stop; and
- 8) statement of the charge, e.g., felony, misdemeanor, or traffic.

Tier one reports are made to the governing body of each county or municipality served by the agency an annual report of information if the agency is an agency of a county, municipality, or other political subdivision of the state. Tier one and two reports are reported to the county or municipality not later than March 1 for the previous calendar year beginning March 1, 2003. Tier two reports include a comparative analysis between the race and ethnicity of persons detained to see if a differential pattern of treatment can be discerned based on the disposition of stops

including searches resulting from the stops. The reports also include information relating to each complaint filed with the agency alleging that a peace officer employed by the agency has engaged in racial profiling. An agency may be exempt from the tier two reporting requirement by applying for the funds from the Department of Public Safety for video and audio equipment and the State does not supply those funds [See 2.135 (a)(2) TCCP].

Reports should include both raw numbers and percentages for each group. Caution should be exercised in interpreting the data involving percentages because of statistical distortions caused by very small numbers in any particular category, for example, if only one American Indian is stopped and searched, that stop would not provide an accurate comparison with 200 stops among Caucasians with 100 searches. In the first case, a 100% search rate would be skewed data when compared to a 50% rate for Caucasians.

Standard 4

If a law enforcement agency has video and audio capabilities in motor vehicles regularly used for traffic stops, or audio capabilities on motorcycles regularly used to make traffic stops, the agency:

- adopts standards for reviewing and retaining audio and video documentation; and
- promptly provides a copy of the recording to a peace officer who is the subject of a complaint on written request by the officer.

Commentary

The agency should have a specific review and retention policy. Article 2.132 TCCP specifically requires that the peace officer be promptly provided with a copy of the audio or video recordings if the officer is the subject of a complaint and the officer makes a written request.

Standard 5

Agencies that do not currently have video or audio equipment must examine the feasibility of installing such equipment.

Commentary

None

Standard 6

Agencies that have video and audio recording capabilities are exempt from the reporting requirements of Article 2.134 TCCP and officers are exempt from the reporting requirements of Article 2.133 TCCP provided that:

- the equipment was in place and used during the proceeding calendar year; and
- video and audio documentation is retained for at least 90 days.

Commentary

The audio and video equipment and policy must have been in place during the previous calendar year. Audio and video documentation must be kept for at least 90 days or longer if a complaint has been filed. The documentation must be retained until the complaint is resolved. Peace officers are not exempt from the requirements under Article 2.132 TCCP.

Standard 7

Agencies have citation forms or other electronic media that comply with Section 543.202 of the Transportation Code.

Commentary

Senate Bill 1074 changed Section 543.202 of the Transportation Code requiring citations to include:

- race or ethnicity, and
- whether a search of the vehicle was conducted and whether consent for the search was obtained.

The Texas Law on Racial Profiling

S.B. No. 1074 - An Act relating to the prevention of racial profiling by certain peace officers.
BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF TEXAS:

SECTION 1. Chapter 2, Code of Criminal Procedure, is amended by adding Articles 2.131 through 2.138 to read as follows:

Art. 2.131. RACIAL PROFILING PROHIBITED. A peace officer may not engage in racial profiling.

Art. 2.132. LAW ENFORCEMENT POLICY ON RACIAL PROFILING. (a) In this article:

(1) "Law enforcement agency" means an agency of the state, or of a county, municipality, or other political subdivision of the state, that employs peace officers who make traffic stops in the routine performance of the officers' official duties.

(2) "Race or ethnicity" means of a particular descent, including Caucasian, African, Hispanic, Asian, or Native American descent.

(b) Each law enforcement agency in this state shall adopt a detailed written policy on racial profiling. The policy must:

(1) clearly define acts constituting racial profiling;

(2) strictly prohibit peace officers employed by the agency from engaging in racial profiling;

(3) implement a process by which an individual may file a complaint with the agency if the individual believes that a peace officer employed by the agency has engaged in racial profiling with respect to the individual;

(4) provide public education relating to the agency's complaint process;

(5) require appropriate corrective action to be taken against a peace officer employed by the agency who, after an investigation, is shown to have engaged in racial profiling in violation of the agency's policy adopted under this article;

(6) require collection of information relating to traffic stops in which a citation is issued and to arrests resulting from those traffic stops, including information relating to:

(A) the race or ethnicity of the individual detained; and

(B) whether a search was conducted and, if so, whether the person detained consented to the search; and

(7) require the agency to submit to the governing body of each county or municipality served by the agency an annual report of the information collected under Subdivision (6) if the agency is an agency of a county, municipality, or other political subdivision of the state.

(c) The data collected as a result of the reporting requirements of this article shall not constitute prima facie evidence of racial profiling.

(d) On adoption of a policy under Subsection (b), a law enforcement agency shall examine the feasibility of installing video camera and transmitter-activated equipment in each agency law enforcement motor vehicle regularly used to make traffic stops and transmitter-activated equipment in each agency law enforcement motorcycle regularly used to make traffic stops. If a law enforcement agency installs video or audio equipment as provided by this subsection, the

policy adopted by the agency under Subsection (b) must include standards for reviewing video and audio documentation.

(e) A report required under Subsection (b)(7) may not include identifying information about a peace officer who makes a traffic stop or about an individual who is stopped or arrested by a peace officer. This subsection does not affect the collection of information as required by a policy under Subsection (b)(6).

(f) On the commencement of an investigation by a law enforcement agency of a complaint described by Subsection (b)(3) in which a video or audio recording of the occurrence on which the complaint is based was made, the agency shall promptly provide a copy of the recording to the peace officer who is the subject of the complaint on written request by the officer.

Art. 2.133. REPORTS REQUIRED FOR TRAFFIC AND PEDESTRIAN STOPS. (a) In this article:

(1) "Race or ethnicity" has the meaning assigned by Article 2.132(a).

(2) "Pedestrian stop" means an interaction between a peace officer and an individual who is being detained for the purpose of a criminal investigation in which the individual is not under arrest.

(b) A peace officer who stops a motor vehicle for an alleged violation of a law or ordinance regulating traffic or who stops a pedestrian for any suspected offense shall report to the law enforcement agency that employs the officer information relating to the stop, including:

(1) a physical description of each person detained as a result of the stop, including:

(A) the person's gender; and

(B) the person's race or ethnicity, as stated by the person or, if the person does not state the person's race or ethnicity, as determined by the officer to the best of the officer's ability;

(2) the traffic law or ordinance alleged to have been violated or the suspected offense;

(3) whether the officer conducted a search as a result of the stop and, if so, whether the person detained consented to the search;

(4) whether any contraband was discovered in the course of the search and the type of contraband discovered;

(5) whether probable cause to search existed and the facts supporting the existence of that probable cause;

(6) whether the officer made an arrest as a result of the stop or the search, including a statement of the offense charged;

(7) the street address or approximate location of the stop; and

(8) whether the officer issued a warning or a citation as a result of the stop, including a description of the warning or a statement of the violation charged.

Art. 2.134. COMPILATION AND ANALYSIS OF INFORMATION COLLECTED.

(a) In this article, "pedestrian stop" means an interaction between a peace officer and an individual who is being detained for the purpose of a criminal investigation in which the individual is not under arrest.

(b) A law enforcement agency shall compile and analyze the information contained in each report received by the agency under Article 2.133. Not later than March 1 of each year, each local law enforcement agency shall submit a report containing the information compiled

during the previous calendar year to the governing body of each county or municipality served by the agency in a manner approved by the agency.

(c) A report required under Subsection (b) must include:

(1) a comparative analysis of the information compiled under Article 2.133 to:

(A) determine the prevalence of racial profiling by peace officers employed by the agency; and

(B) examine the disposition of traffic and pedestrian stops made by officers employed by the agency, including searches resulting from the stops; and

(2) information relating to each complaint filed with the agency alleging that a peace officer employed by the agency has engaged in racial profiling.

(d) A report required under Subsection (b) may not include identifying information about a peace officer who makes a traffic or pedestrian stop or about an individual who is stopped or arrested by a peace officer. This subsection does not affect the reporting of information required under Article 2.133(b)(1).

(e) The Commission on Law Enforcement Officer Standards and Education shall develop guidelines for compiling and reporting information as required by this article.

(f) The data collected as a result of the reporting requirements of this article shall not constitute prima facie evidence of racial profiling.

Art. 2.135. EXEMPTION FOR AGENCIES USING VIDEO AND AUDIO EQUIPMENT. (a) A peace officer is exempt from the reporting requirement under Article 2.133 and a law enforcement agency is exempt from the compilation, analysis, and reporting requirements under Article 2.134 if:

(1) during the calendar year preceding the date that a report under Article 2.134 is required to be submitted:

(A) each law enforcement motor vehicle regularly used by an officer employed by the agency to make traffic and pedestrian stops is equipped with video camera and transmitter-activated equipment and each law enforcement motorcycle regularly used to make traffic and pedestrian stops is equipped with transmitter-activated equipment; and

(B) each traffic and pedestrian stop made by an officer employed by the agency that is capable of being recorded by video and audio or audio equipment, as appropriate, is recorded by using the equipment; or

(2) the governing body of the county or municipality served by the law enforcement agency, in conjunction with the law enforcement agency, certifies to the Department of Public Safety, not later than the date specified by rule by the department, that the law enforcement agency needs funds or video and audio equipment for the purpose of installing video and audio equipment as described by Subsection (a)(1)(A) and the agency does not receive from the state funds or video and audio equipment sufficient, as determined by the department, for the agency to accomplish that purpose.

(b) Except as otherwise provided by this subsection, a law enforcement agency that is exempt from the requirements under Article 2.134 shall retain the video and audio or audio documentation of each traffic and pedestrian stop for at least 90 days after the date of the stop. If a complaint is filed with the law enforcement agency alleging that a peace officer employed by the agency has engaged in racial profiling with respect to a traffic or pedestrian stop, the agency shall retain the video and audio or audio record of the stop until final disposition of the complaint.

(c) This article does not affect the collection or reporting requirements under Article 2.132.

Art. 2.136. LIABILITY. A peace officer is not liable for damages arising from an act relating to the collection or reporting of information as required by Article 2.133 or under a policy adopted under Article 2.132.

Art. 2.137. PROVISION OF FUNDING OR EQUIPMENT.

(a) The Department of Public Safety shall adopt rules for providing funds or video and audio equipment to law enforcement agencies for the purpose of installing video and audio equipment as described by Article 2.135(a)(1)(A), including specifying criteria to prioritize funding or equipment provided to law enforcement agencies. The criteria may include consideration of tax effort, financial hardship, available revenue, and budget surpluses. The criteria must give priority to:

(1) law enforcement agencies that employ peace officers whose primary duty is traffic enforcement;

(2) smaller jurisdictions; and

(3) municipal and county law enforcement agencies.

(b) The Department of Public Safety shall collaborate with an institution of higher education to identify law enforcement agencies that need funds or video and audio equipment for the purpose of installing video and audio equipment as described by Article 2.135(a)(1)(A). The collaboration may include the use of a survey to assist in developing criteria to prioritize funding or equipment provided to law enforcement agencies.

(c) To receive funds or video and audio equipment from the state for the purpose of installing video and audio equipment as described by Article 2.135(a)(1)(A), the governing body of a county or municipality, in conjunction with the law enforcement agency serving the county or municipality, shall certify to the Department of Public Safety that the law enforcement agency needs funds or video and audio equipment for that purpose.

(d) On receipt of funds or video and audio equipment from the state for the purpose of installing video and audio equipment as described by Article 2.135(a)(1)(A), the governing body of a county or municipality, in conjunction with the law enforcement agency serving the county or municipality, shall certify to the Department of Public Safety that the law enforcement agency has installed video and audio equipment as described by Article 2.135(a)(1)(A) and is using the equipment as required by Article 2.135(a)(1).

Art. 2.138. RULES. The Department of Public Safety may adopt rules to implement Articles 2.131-2.137.

SECTION 2. Chapter 3, Code of Criminal Procedure, is amended by adding Article 3.05 to read as follows:

Art. 3.05. RACIAL PROFILING. In this code, "racial profiling" means a law enforcement-initiated action based on an individual's race, ethnicity, or national origin rather than on the individual's behavior or on information identifying the individual as having engaged in criminal activity.

SECTION 3. Section 96.641, Education Code, is amended by adding Subsection (j) to read as follows:

(j) As part of the initial training and continuing education for police chiefs required under this section, the institute shall establish a program on racial profiling. The program must include an examination of the best practices for:

(1) monitoring peace officers' compliance with laws and internal agency policies relating to racial profiling;

(2) implementing laws and internal agency policies relating to preventing racial profiling;
and

(3) analyzing and reporting collected information.

SECTION 4. Section 1701.253, Occupations Code, is amended by adding Subsection (e) to read as follows:

(e) As part of the minimum curriculum requirements, the commission shall establish a statewide comprehensive education and training program on racial profiling for officers licensed under this chapter. An officer shall complete a program established under this subsection not later than the second anniversary of the date the officer is licensed under this chapter or the date the officer applies for an intermediate proficiency certificate, whichever date is earlier.

SECTION 5. Section 1701.402, Occupations Code, is amended by adding Subsection (d) to read as follows:

(d) As a requirement for an intermediate proficiency certificate, an officer must complete an education and training program on racial profiling established by the commission under Section 1701.253(e).

SECTION 6. Section 543.202, Transportation Code, is amended to read as follows:

Sec. 543.202. FORM OF RECORD. (a) In this section, "race or ethnicity" means of a particular descent, including Caucasian, African, Hispanic, Asian, or Native American descent.

(b) The record must be made on a form or by a data processing method acceptable to the department and must include:

(1) the name, address, physical description, including race or ethnicity, date of birth, and driver's license number of the person charged;

(2) the registration number of the vehicle involved;

(3) whether the vehicle was a commercial motor vehicle as defined by Chapter 522 or was involved in transporting hazardous materials;

(4) the person's social security number, if the person was operating a commercial motor vehicle or was the holder of a commercial driver's license or commercial driver learner's permit;

(5) the date and nature of the offense, including whether the offense was a serious traffic violation as defined by Chapter 522;

(6) whether a search of the vehicle was conducted and whether consent for the search was obtained;

(7) the plea, the judgment, and whether bail was forfeited;

(8) ~~[(7)]~~ the date of conviction; and

(9) ~~[(8)]~~ the amount of the fine or forfeiture.

SECTION 7. Not later than January 1, 2002, a law enforcement agency shall adopt and implement a policy and begin collecting information under the policy as required by Article 2.132, Code of Criminal Procedure, as added by this Act. A local law enforcement agency shall first submit information to the governing body of each county or municipality served by the agency as required by Article 2.132, Code of Criminal Procedure, as added by this Act, on March 1, 2003. The first submission of information shall consist of information compiled by the agency during the period beginning January 1, 2002, and ending December 31, 2002.

SECTION 8. A local law enforcement agency shall first submit information to the governing body of each county or municipality served by the agency as required by Article 2.134, Code of Criminal Procedure, as added by this Act, on March 1, 2004. The first submission of information shall consist of information compiled by the agency during the period beginning January 1, 2003, and ending December 31, 2003.

SECTION 9. Not later than January 1, 2002:

(1) the Commission on Law Enforcement Officer Standards and Education shall establish an education and training program on racial profiling as required by Subsection (e), Section 1701.253, Occupations Code, as added by this Act; and

(2) the Bill Blackwood Law Enforcement Management Institute of Texas shall establish a program on racial profiling as required by Subsection (j), Section 96.641, Education Code, as added by this Act.

SECTION 10. A person who on the effective date of this Act holds an intermediate proficiency certificate issued by the Commission on Law Enforcement Officer Standards and Education or has held a peace officer license issued by the Commission on Law Enforcement Officer Standards and Education for at least two years shall complete an education and training program on racial profiling established under Subsection (e), Section 1701.253, Occupations Code, as added by this Act, not later than September 1, 2003.

SECTION 11. An individual appointed or elected as a police chief before the effective date of this Act shall complete a program on racial profiling established under Subsection (j), Section 96.641, Education Code, as added by this Act, not later than September 1, 2003.

SECTION 12. This Act takes effect September 1, 2001

President of the Senate

Speaker of the House

I hereby certify that S.B. No. 1074 passed the Senate on April 4, 2001, by the following vote: Yeas 28, Nays 2; May 21, 2001, Senate refused to concur in House amendments and requested appointment of Conference Committee; May 22, 2001, House granted request of the Senate; May 24, 2001, Senate adopted Conference Committee Report by a viva-voce vote.

Secretary of the Senate

I hereby certify that S.B. No. 1074 passed the House, with amendments, on May 15, 2001, by a non-record vote; May 22, 2001, House granted request of the Senate for appointment of Conference Committee; May 24, 2001, House adopted Conference Committee Report by a non-record vote.

Chief Clerk of the House

Approved:

Date

Governor

Modifications to the Original Law

(H.B. 3389)

Amend CSHB 3389 (Senate committee report) as follows:

(1) Strike the following SECTIONS of the bill:

(A) SECTION 8, adding Section 1701.164, Occupations Code (page 4, lines 61-66);

(B) SECTION 24, amending Article 2.132(b), Code of Criminal Procedure (page 8, lines 19-53);

(C) SECTION 25, amending Article 2.134(b), Code of Criminal Procedure (page 8, lines 54-64);

(D) SECTION 28, providing transition language for the amendments to Articles 2.132(b) and 2.134(b), Code of Criminal Procedure (page 9, lines 40-47).

(2) Add the following appropriately numbered SECTIONS to the bill and renumber subsequent SECTIONS of the bill accordingly: SECTION _____. Article 2.132, Code of Criminal Procedure, is amended by amending Subsections (a),(b), (d), and (e) and adding Subsection (g) to read as follows:

(a) In this article:

(1) "Law enforcement agency" means an agency of the state, or of a county, municipality, or other political subdivision of the state, that employs peace officers who make motor vehicle~~[traffic]~~ stops in the routine performance of the officers' official duties.

(2) "Motor vehicle stop" means an occasion in which a peace officer stops a motor vehicle for an alleged violation of a law or ordinance.

(3) "Race or ethnicity" means of a particular descent, including Caucasian, African, Hispanic, Asian, ~~[or]~~ Native American, or Middle Eastern descent.

(b) Each law enforcement agency in this state shall adopt a detailed written policy on racial profiling. The policy must:

(1) clearly define acts constituting racial profiling;

(2) strictly prohibit peace officers employed by the agency from engaging in racial profiling;

(3) implement a process by which an individual may file a complaint with the agency if the individual believes that a peace officer employed by the agency has engaged in racial profiling with respect to the individual;

(4) provide public education relating to the agency's complaint process;

(5) require appropriate corrective action to be taken against a peace officer employed by the agency who, after an investigation, is shown to have engaged in racial profiling in violation of the agency's policy adopted under this article;

(6) require collection of information relating to motor vehicle ~~[traffic]~~ stops in which a citation is issued and to arrests made as a result of ~~[resulting from]~~ those ~~[traffic]~~ stops, including information relating to:

(A) the race or ethnicity of the individual detained; and

(B) whether a search was conducted and, if so, whether the individual ~~[person]~~ detained consented to the search; and

(C) whether the peace officer knew the race or ethnicity of the individual detained before detaining that individual; and

(7) require the chief administrator of the agency, regardless of whether the administrator is elected, employed, or appointed, to submit ~~[to the governing body of each county or~~

~~municipality served by the agency]~~ an annual report of the information collected under Subdivision (6) to:

(A) the Commission on Law Enforcement Officer Standards and Education; and

(B) the governing body of each county or municipality served by the agency, if the agency is an agency of a county, municipality, or other political subdivision of the state.

(d) On adoption of a policy under Subsection (b), a law enforcement agency shall examine the feasibility of installing video camera and transmitter-activated equipment in each agency law enforcement motor vehicle regularly used to make motor vehicle ~~[traffic]~~ stops and transmitter activated equipment in each agency law enforcement motorcycle regularly used to make motor vehicle ~~[traffic]~~ stops. If a law enforcement agency installs video or audio equipment as provided by this subsection, the policy adopted by the agency under Subsection (b) must include standards for reviewing video and audio documentation.

(e) A report required under Subsection (b)(7) may not include identifying information about a peace officer who makes a motor vehicle ~~[traffic]~~ stop or about an individual who is stopped or arrested by a peace officer. This subsection does not affect the collection of information as required by a policy under Subsection (b)(6).

(g) On a finding by the Commission on Law Enforcement Officer Standards and Education that the chief administrator of a law enforcement agency intentionally failed to submit a report required under Subsection (b)(7), the commission shall begin disciplinary procedures against the chief administrator.

SECTION _____. Article 2.133, Code of Criminal Procedure, is amended to read as follows:

Art. 2.133. REPORTS REQUIRED FOR MOTOR VEHICLE ~~[TRAFFIC AND PEDESTRIAN]~~ STOPS. (a) In this article, "race":

~~[(1) "Race]~~ or ethnicity" has the meaning assigned by Article 2.132(a).

~~[(2) "Pedestrian stop" means an interaction between a peace officer and an individual who is being detained for the purpose of a criminal investigation in which the individual is not under arrest.]~~

(b) A peace officer who stops a motor vehicle for an alleged violation of a law or ordinance ~~[regulating traffic or who stops a pedestrian for any suspected offense]~~ shall report to the law enforcement agency that employs the officer information relating to the stop, including:

(1) a physical description of any ~~[each]~~ person operating the motor vehicle who is detained as a result of the stop, including:

(A) the person's gender; and

(B) the person's race or ethnicity, as stated by the person or, if the person does not state the person's race or ethnicity, as determined by the officer to the best of the officer's ability;

(2) the initial reason for the stop ~~[traffic law or ordinance alleged to have been violated or the suspected offense]~~;

(3) whether the officer conducted a search as a result of the stop and, if so, whether the person detained consented to the search;

(4) whether any contraband or other evidence was discovered in the course of the search and a description ~~[the type]~~ of the contraband or evidence ~~[discovered]~~;

(5) the reason for the search, including whether:

(A) any contraband or other evidence was in plain view;

(B) any probable cause or reasonable suspicion existed to perform the search; or

(C) the search was performed as a result of the towing of the motor vehicle or the arrest of any person in the motor vehicle ~~[existed and the facts supporting the existence of that probable cause];~~

(6) whether the officer made an arrest as a result of the stop or the search, including a statement of whether the arrest was based on a violation of the Penal Code, a violation of a traffic law or ordinance, or an outstanding warrant and a statement of the offense charged;

(7) the street address or approximate location of the stop; and

(8) whether the officer issued a written warning or a citation as a result of the stop~~[, including a description of the warning or a statement of the violation charged].~~

SECTION _____. Article 2.134, Code of Criminal Procedure, is amended by amending Subsections (a) through (e) and adding Subsection (g) to read as follows:

(a) In this article:

(1) "Motor vehicle[, "pedestrian] stop" has the meaning assigned by Article 2.132(a) ~~[means an interaction between a peace officer and an individual who is being detained for the purpose of a criminal investigation in which the individual is not under arrest].~~

(2) "Race or ethnicity" has the meaning assigned by Article 2.132(a).

(b) A law enforcement agency shall compile and analyze the information contained in each report received by the agency under Article 2.133. Not later than March 1 of each year, each ~~[local]~~ law enforcement agency shall submit a report containing the incident-based data ~~[information]~~ compiled during the previous calendar year to the Commission on Law Enforcement Officer Standards and Education and, if the law enforcement agency is a local law enforcement agency, to the governing body of each county or municipality served by the agency ~~[in a manner approved by the agency].~~

(c) A report required under Subsection (b) must be submitted by the chief administrator of the law enforcement agency, regardless of whether the administrator is elected, employed, or appointed, and must include:

(1) a comparative analysis of the information compiled under Article 2.133 to:

(A) evaluate and compare the number of motor vehicle stops, within the applicable jurisdiction, of persons who are recognized as racial or ethnic minorities and persons who are not recognized as racial or ethnic minorities ~~[determine the prevalence of racial profiling by peace officers employed by the agency]; and~~

(B) examine the disposition of motor vehicle ~~[traffic and pedestrian]~~ stops made by officers employed by the agency, categorized according to the race or ethnicity of the affected persons, as appropriate, including any searches resulting from [the] stops within the applicable jurisdiction; and

(2) information relating to each complaint filed with the agency alleging that a peace officer employed by the agency has engaged in racial profiling.

(d) A report required under Subsection (b) may not include identifying information about a peace officer who makes a motor vehicle ~~[traffic or pedestrian]~~ stop or about an individual who is stopped or arrested by a peace officer. This subsection does not affect the reporting of information required under Article 2.133(b)(1).

(e) The Commission on Law Enforcement Officer Standards and Education, in accordance with Section 1701.162, Occupations Code, shall develop guidelines for compiling and reporting information as required by this article.

(g) On a finding by the Commission on Law Enforcement Officer Standards and Education that the chief administrator of a law enforcement agency intentionally failed to submit a report required under Subsection (b), the commission shall begin disciplinary procedures against the chief administrator.

SECTION _____. Article 2.135, Code of Criminal Procedure, is amended to read as follows:

Art. 2.135. PARTIAL EXEMPTION FOR AGENCIES USING VIDEO AND AUDIO EQUIPMENT. (a) A peace officer is exempt from the reporting requirement under Article 2.133 and the chief administrator of a law enforcement agency, regardless of whether the administrator is elected, employed, or appointed, is exempt from the compilation, analysis, and reporting requirements under Article 2.134 if:

(1) during the calendar year preceding the date that a report under Article 2.134 is required to be submitted:

(A) each law enforcement motor vehicle regularly used by an officer employed by the agency to make motor vehicle ~~[traffic and pedestrian]~~ stops is equipped with video camera and transmitter-activated equipment and each law enforcement motorcycle regularly used to make motor vehicle ~~[traffic and pedestrian]~~ stops is equipped with transmitter-activated equipment; and

(B) each motor vehicle ~~[traffic and pedestrian]~~ stop made by an officer employed by the agency that is capable of being recorded by video and audio or audio equipment, as appropriate, is recorded by using the equipment; or

(2) the governing body of the county or municipality served by the law enforcement agency, in conjunction with the law enforcement agency, certifies to the Department of Public Safety, not later than the date specified by rule by the department, that the law enforcement agency needs funds or video and audio equipment for the purpose of installing video and audio equipment as described by Subsection (a)(1)(A) and the agency does not receive from the state funds or video and audio equipment sufficient, as determined by the department, for the agency to accomplish that purpose.

(b) Except as otherwise provided by this subsection, a law enforcement agency that is exempt from the requirements under Article 2.134 shall retain the video and audio or audio documentation of each motor vehicle ~~[traffic and pedestrian]~~ stop for at least 90 days after the date of the stop. If a complaint is filed with the law enforcement agency alleging that a peace officer employed by the agency has engaged in racial profiling with respect to a motor vehicle ~~[traffic or pedestrian]~~ stop, the agency shall retain the video and audio or audio record of the stop until final disposition of the complaint.

(c) This article does not affect the collection or reporting requirements under Article 2.132.

(d) In this article, "motor vehicle stop" has the meaning assigned by Article 2.132(a).

SECTION _____. Chapter 2, Code of Criminal Procedure, is amended by adding Article 2.1385 to read as follows:

Art. 2.1385. CIVIL PENALTY. (a) If the chief administrator of a local law enforcement agency intentionally fails to submit the incident-based data as required by Article 2.134, the agency is liable to the state for a civil penalty in the amount of \$1,000 for each violation. The attorney general may sue to collect a civil penalty under this subsection.

(b) From money appropriated to the agency for the administration of the agency, the executive director of a state law enforcement agency that intentionally fails to submit the incident-based

data as required by Article 2.134 shall remit to the comptroller the amount of \$1,000 for each violation.

(c) Money collected under this article shall be deposited in the state treasury to the credit of the general revenue fund.

SECTION _____. Subchapter A, Chapter 102, Code of Criminal Procedure, is amended by adding Article 102.022 to read as follows:

Art. 102.022. COSTS ON CONVICTION TO FUND STATEWIDE REPOSITORY FOR DATA RELATED TO CIVIL JUSTICE. (a) In this article, "moving violation" means an offense that:

(1) involves the operation of a motor vehicle; and

(2) is classified as a moving violation by the Department of Public Safety under Section 708.052, Transportation Code.

(b) A defendant convicted of a moving violation in a justice court, county court, county court at law, or municipal court shall pay a fee of 10 cents as a cost of court.

(c) In this article, a person is considered convicted if:

(1) a sentence is imposed on the person;

(2) the person receives community supervision, including deferred adjudication; or

(3) the court defers final disposition of the person's case.

(d) The clerks of the respective courts shall collect the costs described by this article. The clerk shall keep separate records of the funds collected as costs under this article and shall deposit the funds in the county or municipal treasury, as appropriate.

(e) The custodian of a county or municipal treasury shall:

(1) keep records of the amount of funds on deposit collected under this article; and

(2) send to the comptroller before the last day of the first month following each calendar quarter the funds collected under this article during the preceding quarter.

(f) A county or municipality may retain 10 percent of the funds collected under this article by an officer of the county or municipality as a collection fee if the custodian of the county or municipal treasury complies with Subsection (e).

(g) If no funds due as costs under this article are deposited in a county or municipal treasury in a calendar quarter, the custodian of the treasury shall file the report required for the quarter in the regular manner and must state that no funds were collected.

(h) The comptroller shall deposit the funds received under this article to the credit of the Civil Justice Data Repository fund in the general revenue fund, to be used only by the Commission on Law Enforcement Officer Standards and Education to implement duties under Section 1701.162, Occupations Code.

(i) Funds collected under this article are subject to audit by the comptroller.

SECTION _____. (a) Section 102.061, Government Code, as reenacted and amended by Chapter 921 (H.B. 3167), Acts of the 80th Legislature, Regular Session, 2007, is amended to conform to the amendments made to Section 102.061, Government Code, by Chapter 1053 (H.B. 2151), Acts of the 80th Legislature, Regular Session, 2007, and is further amended to read as follows:

Sec. 102.061. ADDITIONAL COURT COSTS ON CONVICTION IN STATUTORY COUNTY COURT: CODE OF CRIMINAL PROCEDURE. The clerk of a statutory county court shall collect fees and costs under the Code of Criminal Procedure on conviction of a defendant as follows:

(1) a jury fee (Art. 102.004, Code of Criminal Procedure) . . . \$20;

(2) a fee for services of the clerk of the court (Art. 102.005, Code of Criminal Procedure) . . . \$40;

- (3) a records management and preservation services fee (Art. 102.005, Code of Criminal Procedure) . . . \$25;
- (4) a security fee on a misdemeanor offense (Art. 102.017, Code of Criminal Procedure) . . . \$3;
- (5) a juvenile delinquency prevention and graffiti eradication fee (Art. 102.0171, Code of Criminal Procedure) . . . \$50 [~~\$5~~]; [~~and~~]
- (6) a juvenile case manager fee (Art. 102.0174, Code of Criminal Procedure) . . . not to exceed \$5; and
- (7) a civil justice fee (Art. 102.022, Code of Criminal Procedure) . . . \$0.10.

(b) Section 102.061, Government Code, as amended by Chapter 1053 (H.B. 2151), Acts of the 80th Legislature, Regular Session, 2007, is repealed. Section 102.061, Government Code, as reenacted and amended by Chapter 921 (H.B. 3167), Acts of the 80th Legislature, Regular Session, 2007, to reorganize and renumber that section, continues in effect as further amended by this section.

SECTION _____. (a) Section 102.081, Government Code, as amended by Chapter 921 (H.B. 3167), Acts of the 80th Legislature, Regular Session, 2007, is amended to conform to the amendments made to Section 102.081, Government Code, by Chapter 1053 (H.B. 2151), Acts of the 80th Legislature, Regular Session, 2007, and is further amended to read as follows:

Sec. 102.081. ADDITIONAL COURT COSTS ON CONVICTION IN COUNTY COURT: CODE OF CRIMINAL PROCEDURE. The clerk of a county court shall collect fees and costs under the Code of Criminal Procedure on conviction of a defendant as follows:

- (1) a jury fee (Art. 102.004, Code of Criminal Procedure) . . . \$20;
- (2) a fee for clerk of the court services (Art. 102.005, Code of Criminal Procedure) . . . \$40;
- (3) a records management and preservation services fee (Art. 102.005, Code of Criminal Procedure) . . . \$25;
- (4) a security fee on a misdemeanor offense (Art. 102.017, Code of Criminal Procedure) . . . \$3;
- (5) a juvenile delinquency prevention and graffiti eradication fee (Art. 102.0171, Code of Criminal Procedure) . . . \$50 [~~\$5~~]; [~~and~~]
- (6) a juvenile case manager fee (Art. 102.0174, Code of Criminal Procedure) . . . not to exceed \$5; and
- (7) a civil justice fee (Art. 102.022, Code of Criminal Procedure) . . . \$0.10.

(b) Section 102.081, Government Code, as amended by Chapter 1053 (H.B. 2151), Acts of the 80th Legislature, Regular Session, 2007, is repealed. Section 102.081, Government Code, as amended by Chapter 921 (H.B. 3167), Acts of the 80th Legislature, Regular Session, 2007, to reorganize and renumber that section, continues in effect as further amended by this section.

SECTION _____. Section 102.101, Government Code, is amended to read as follows:

Sec. 102.101. ADDITIONAL COURT COSTS ON CONVICTION IN JUSTICE COURT: CODE OF CRIMINAL PROCEDURE. A clerk of a justice court shall collect fees and costs under the Code of Criminal Procedure on conviction of a defendant as follows:

- (1) a jury fee (Art. 102.004, Code of Criminal Procedure) . . . \$3;
- (2) a fee for withdrawing request for jury less than 24 hours before time of trial (Art. 102.004, Code of Criminal Procedure) . . . \$3;
- (3) a jury fee for two or more defendants tried jointly (Art. 102.004, Code of Criminal Procedure) . . . one jury fee of \$3;

- (4) a security fee on a misdemeanor offense (Art. 102.017, Code of Criminal Procedure) . . . \$4;
- (5) a fee for technology fund on a misdemeanor offense (Art. 102.0173, Code of Criminal Procedure) . . . \$4;
- (6) a juvenile case manager fee (Art. 102.0174, Code of Criminal Procedure) . . . not to exceed \$5;
- (7) a fee on conviction of certain offenses involving issuing or passing a subsequently dishonored check (Art. 102.0071, Code of Criminal Procedure) . . . not to exceed \$30; ~~and~~
- (8) a court cost on conviction of a Class C misdemeanor in a county with a population of 3.3 million or more, if authorized by the county commissioners court (Art. 102.009, Code of Criminal Procedure) . . . not to exceed \$7; and
- (9) a civil justice fee (Art. 102.022, Code of Criminal Procedure) . . . \$0.10.

SECTION _____. Section 102.121, Government Code, is amended to read as follows:

Sec. 102.121. ADDITIONAL COURT COSTS ON CONVICTION IN MUNICIPAL COURT: CODE OF CRIMINAL PROCEDURE. The clerk of a municipal court shall collect fees and costs on conviction of a defendant as follows:

- (1) a jury fee (Art. 102.004, Code of Criminal Procedure) . . . \$3;
- (2) a fee for withdrawing request for jury less than 24 hours before time of trial (Art. 102.004, Code of Criminal Procedure) . . . \$3;
- (3) a jury fee for two or more defendants tried jointly (Art. 102.004, Code of Criminal Procedure) . . . one jury fee of \$3;
- (4) a security fee on a misdemeanor offense (Art. 102.017, Code of Criminal Procedure) . . . \$3;
- (5) a fee for technology fund on a misdemeanor offense (Art. 102.0172, Code of Criminal Procedure) . . . not to exceed \$4; ~~and~~
- (6) a juvenile case manager fee (Art. 102.0174, Code of Criminal Procedure) . . . not to exceed \$5; and
- (7) a civil justice fee (Art. 102.022, Code of Criminal Procedure) . . . \$0.10.

SECTION _____. Subchapter D, Chapter 1701, Occupations Code, is amended by adding Section 1701.164 to read as follows:

Sec. 1701.164. COLLECTION OF CERTAIN INCIDENT-BASED DATA SUBMITTED BY LAW ENFORCEMENT AGENCIES. The commission shall collect and maintain incident-based data submitted to the commission under Article 2.134, Code of Criminal Procedure, including incident-based data compiled by a law enforcement agency from reports received by the law enforcement agency under Article 2.133 of that code. The commission in consultation with the Department of Public Safety, the Bill Blackwood Law Enforcement Management Institute of Texas, the W. W. Caruth, Jr., Police Institute at Dallas, and the Texas Police Chiefs Association shall develop guidelines for submitting in a standard format the report containing incident-based data as required by Article 2.134, Code of Criminal Procedure.

SECTION _____. Subsection (a), Section 1701.501, Occupations Code, is amended to read as follows:

(a) Except as provided by Subsection (d), the commission shall revoke or suspend a license, place on probation a person whose license has been suspended, or reprimand a license holder for a violation of:

- (1) this chapter;

(2) the reporting requirements provided by Articles 2.132 and 2.134, Code of Criminal Procedure;
or

(3) a commission rule.

SECTION _____. (a) The requirements of Articles 2.132, 2.133, and 2.134, Code of Criminal Procedure, as amended by this Act, relating to the compilation, analysis, and submission of incident-based data apply only to information based on a motor vehicle stop occurring on or after January 1, 2010.

(b) The imposition of a cost of court under Article 102.022, Code of Criminal Procedure, as added by this Act, applies only to an offense committed on or after the effective date of this Act. An offense committed before the effective date of this Act is covered by the law in effect when the offense was committed, and the former law is continued in effect for that purpose. For purposes of this section, an offense was committed before the effective date of this Act if any element of the offense occurred before that date.

Racial and Ethnic Designations (H.B. 3051)

H.B. No. 3051 - An Act relating to the categories used to record the race or ethnicity of persons stopped for or convicted of traffic offenses.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF TEXAS:

SECTION 1. Article 2.132(a)(3), Code of Criminal Procedure, is amended to read as follows:

(3) "Race or ethnicity" means the following categories:

(A) Alaska native or American Indian;

(B) [of a particular descent, including Caucasian, African, Hispanic,] Asian or Pacific Islander;

(C) black;

(D) white; and

(E) Hispanic or Latino [~~Native American, or Middle Eastern descent~~].

SECTION 2. Section 543.202(a), Transportation Code, is amended to read as follows:

(a) In this section, "race or ethnicity" means the following categories:

(1) Alaska native or American Indian;

(2) [of a particular descent, including Caucasian, African, Hispanic,] Asian or Pacific Islander;

(3) black;

(4) white; and

(5) Hispanic or Latino [~~or Native American descent~~].

SECTION 3. This Act takes effect September 1, 2017.

President of the Senate

Speaker of the House

I certify that H.B. No. 3051 was passed by the House on May 4, 2017, by the following vote: Yeas 143, Nays 2, 2 present, not voting.

Chief Clerk of the House

I certify that H.B. No. 3051 was passed by the Senate on May 19, 2017, by the following vote: Yeas 31, Nays 0.

Secretary of the Senate

APPROVED: _____

Date

Governor

The Sandra Bland Act

(S.B. 1849)

S.B. No. 1849

An Act relating to interactions between law enforcement and individuals detained or arrested on suspicion of the commission of criminal offenses, to the confinement, conviction, or release of those individuals, and to grants supporting populations that are more likely to interact frequently with law enforcement.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF TEXAS:

ARTICLE 1. SHORT TITLE

SECTION 1.01. SHORT TITLE. This Act shall be known as the Sandra Bland Act, in memory of Sandra Bland.

ARTICLE 2. IDENTIFICATION AND DIVERSION OF AND SERVICES FOR PERSONS SUSPECTED OF HAVING A MENTAL ILLNESS, AN INTELLECTUAL DISABILITY, OR A SUBSTANCE ABUSE ISSUE

SECTION 2.01. Article 16.22, Code of Criminal Procedure, is amended to read as follows:

Art. 16.22. EARLY IDENTIFICATION OF DEFENDANT SUSPECTED OF HAVING MENTAL ILLNESS OR INTELLECTUAL DISABILITY [MENTAL RETARDATION]. (a)(1) Not later than 12 [72] hours after receiving credible information that may establish reasonable cause to believe that a defendant committed to the sheriff's custody has a mental illness or is a person with an intellectual disability [mental retardation], including observation of the defendant's behavior immediately before, during, and after the defendant's arrest and the results of any previous assessment of the defendant, the sheriff shall provide written or electronic notice of the information to the magistrate. On a determination that there is reasonable cause to believe that the defendant has a mental illness or is a person with an intellectual disability [mental retardation], the magistrate, except as provided by Subdivision

(2), shall order the local mental health or intellectual and developmental disability [mental retardation] authority or another qualified mental health or intellectual disability [mental retardation] expert to:

(A) collect information regarding whether the defendant has a mental illness as defined by Section 571.003,

Health and Safety Code, or is a person with an intellectual disability [mental retardation] as defined by Section 591.003, Health and Safety Code, including information obtained from any previous assessment of the defendant; and

(B) provide to the magistrate a written assessment of the information collected under Paragraph (A).

(2) The magistrate is not required to order the collection of information under Subdivision

(1) if the defendant in the year preceding the defendant's applicable date of arrest has been determined to have a mental illness or to be a person with an intellectual disability [mental retardation] by the local mental health or intellectual and developmental disability [mental retardation] authority or another mental health or intellectual disability [mental retardation] expert described by Subdivision

(1). A court that elects to use the results of that previous determination may proceed under Subsection (c).

(3) If the defendant fails or refuses to submit to the collection of information regarding the defendant as required under Subdivision (1), the magistrate may order the defendant to submit to an examination in a mental health facility determined to be appropriate by the local mental health or intellectual and developmental disability [mental retardation] authority for a reasonable period not to exceed 21 days. The magistrate may order a defendant to a facility operated by the Department of State Health Services or the Health and Human Services Commission [Department of Aging and Disability Services] for examination only on request of the local mental health or intellectual and developmental disability [mental retardation] authority and with the consent of the head of the facility. If a defendant who has been ordered to a facility operated by the Department of State Health Services or the Health and Human Services Commission [Department of Aging and Disability Services] for examination remains in the facility for a period exceeding 21 days, the head of that facility shall cause the defendant to be immediately transported to the committing court and placed in the custody of the sheriff of the county in which the committing court is located. That county shall reimburse the facility for the mileage and per diem expenses of the personnel required to transport the defendant calculated in accordance with the state travel regulations in effect at the time.

(b) A written assessment of the information collected under Subsection (a)(1)(A) shall be provided to the magistrate not later than the 30th day after the date of any order issued under Subsection (a) in a felony case and not later than the 10th day after the date of any order issued under that subsection in a misdemeanor case, and the magistrate shall provide copies of the written assessment to the defense counsel, the prosecuting attorney, and the trial court. The written assessment must include a description of the procedures used in the collection of information under Subsection (a)(1)(A) and the applicable expert's observations and findings pertaining to:

(1) whether the defendant is a person who has a mental illness or is a person with an intellectual disability [mental retardation];

(2) whether there is clinical evidence to support a belief that the defendant may be incompetent to stand trial and should undergo a complete competency examination under Subchapter B, Chapter 46B; and

(3) recommended treatment.

(c) After the trial court receives the applicable expert's written assessment relating to the defendant under Subsection (b) or elects to use the results of a previous determination as described by Subsection (a)(2), the trial court may, as applicable:

(1) resume criminal proceedings against the defendant, including any appropriate proceedings related to the defendant's release on personal bond under Article 17.032;

(2) resume or initiate competency proceedings, if required, as provided by Chapter 46B

or other proceedings affecting the defendant's receipt of appropriate court-ordered mental health or intellectual disability [mental retardation] services, including proceedings related to the defendant's receipt of outpatient mental health services under Section 574.034, Health and Safety Code; or

(3) consider the written assessment during the punishment phase after a conviction of the offense for which the defendant was arrested, as part of a presentence investigation report, or in connection with the impositions of conditions following placement on community supervision, including deferred adjudication community supervision.

(d) This article does not prevent the applicable court from, before, during, or after the collection of information regarding the defendant as described by this article: (1) releasing a defendant who has a mental illness [mentally ill] or is a person with an intellectual disability [mentally retarded defendant] from custody on personal or surety bond; or

(2) ordering an examination regarding the defendant's competency to stand trial.

SECTION 2.02. Chapter 16, Code of Criminal Procedure, is amended by adding Article 16.23 to read as follows:

Art. 16.23. DIVERSION OF PERSONS SUFFERING MENTAL HEALTH CRISIS OR SUBSTANCE ABUSE ISSUE. (a) Each law enforcement agency shall make a good faith effort to divert a person suffering a mental health crisis or suffering from the effects of substance abuse to a proper treatment center in the agency's jurisdiction if:

(1) there is an available and appropriate treatment center in the agency's jurisdiction to which the agency may divert the person;

(2) it is reasonable to divert the person;

(3) the offense that the person is accused of is a misdemeanor, other than a misdemeanor involving violence; and

(4) the mental health crisis or substance abuse issue is suspected to be the reason the person committed the alleged offense.

(b) Subsection (a) does not apply to a person who is accused of an offense under Section 49.04, 49.045, 49.05, 49.06, 49.065, 49.07, or 49.08, Penal Code.

SECTION 2.03. Section 539.002, Government Code, is amended to read as follows:

Sec. 539.002. GRANTS FOR ESTABLISHMENT AND EXPANSION OF COMMUNITY COLLABORATIVES. (a) To the extent funds are appropriated to the department for that purpose, the department shall make grants to entities, including local governmental entities, nonprofit community organizations, and faith-based community organizations, to establish or expand community collaboratives that bring the public and private sectors together to provide services to persons experiencing homelessness, substance abuse issues, or [and] mental illness. [The department may make a maximum of five grants, which must be made in the most populous municipalities in this state that are located in counties with a population of more than one million.] In awarding grants, the department shall give special consideration to entities:

(1) establishing [a] new collaboratives; or

(2) establishing or expanding collaboratives that serve two or more counties, each with a population of less than 100,000 [collaborative].

(b) The department shall require each entity awarded a grant under this section to:

(1) leverage additional funding from private sources in an amount that is at least equal to the amount of the grant awarded under this section; [and]

(2) provide evidence of significant coordination and collaboration between the entity, local mental health authorities, municipalities, local law enforcement agencies, and other community stakeholders in establishing or expanding a community collaborative funded by a grant awarded under this section; and

(3) provide evidence of a local law enforcement policy to divert appropriate persons from jails or other detention facilities to an entity affiliated with a community collaborative for the purpose of providing services to those persons.

SECTION 2.04. Chapter 539, Government Code, is amended by adding Section 539.0051 to read as follows:

Sec. 539.0051. PLAN REQUIRED FOR CERTAIN COMMUNITY COLLABORATIVES. (a) The governing body of a county shall develop and make public a plan detailing:

(1) how local mental health authorities, municipalities, local law enforcement agencies, and other community stakeholders in the county could coordinate to establish or expand a community collaborative to accomplish the goals of Section 539.002;

(2) how entities in the county may leverage funding from private sources to accomplish the goals of Section 539.002 through the formation or expansion of a community collaborative; and

(3) how the formation or expansion of a community collaborative could establish or support resources or services to help local law enforcement agencies to divert persons who have been arrested to appropriate mental health care or substance abuse treatment.

(b) The governing body of a county in which an entity that received a grant under Section 539.002 before September 1, 2017, is located is not required to develop a plan under Subsection (a).

(c) Two or more counties, each with a population of less than 100,000, may form a joint plan under Subsection (a).

ARTICLE 3. BAIL, PRETRIAL RELEASE, AND COUNTY JAIL STANDARDS

SECTION 3.01. The heading to Article 17.032, Code of Criminal Procedure, is amended to read as follows:

Art. 17.032. RELEASE ON PERSONAL BOND OF CERTAIN [MENTALLY ILL] DEFENDANTS WITH MENTAL ILLNESS OR INTELLECTUAL DISABILITY.

SECTION 3.02. Articles 17.032(b) and (c), Code of Criminal Procedure, are amended to read as follows:

(b) A magistrate shall release a defendant on personal bond unless good cause is shown

otherwise if the:

(1) defendant is not charged with and has not been previously convicted of a violent offense;

(2) defendant is examined by the local mental health or intellectual and developmental disability [mental retardation] authority or another mental health expert under Article 16.22 [of this code];

(3) applicable expert, in a written assessment submitted to the magistrate under Article 16.22:

(A) concludes that the defendant has a mental illness or is a person with an intellectual disability [mental retardation] and is nonetheless competent to stand trial; and

(B) recommends mental health treatment or intellectual disability treatment for the defendant, as applicable; and

(4) magistrate determines, in consultation with the local mental health or intellectual and developmental disability [mental retardation] authority, that appropriate community-based mental health or intellectual disability [mental retardation] services for the defendant are available through the [Texas] Department of State [Mental] Health Services [and Mental Retardation] under Section 534.053, Health and Safety Code, or through another mental health or intellectual disability [mental retardation] services provider.

(c) The magistrate, unless good cause is shown for not requiring treatment, shall require as a condition of release on personal bond under this article that the defendant submit to outpatient or inpatient mental health or intellectual disability [mental retardation] treatment as recommended by the local mental health or intellectual and developmental disability [mental retardation] authority if the defendant's:

(1) mental illness or intellectual disability [mental retardation] is chronic in nature; or

(2) ability to function independently will continue to deteriorate if the defendant is not treated.

SECTION 3.03. Article 25.03, Code of Criminal Procedure, is amended to read as follows:

Art. 25.03. IF ON BAIL IN FELONY. When the accused, in case of felony, is on bail at the time the indictment is presented, [it is not necessary to serve him with a copy, but] the clerk shall [on request] deliver a copy of the indictment [same] to the accused or the accused's [his] counsel[,] at the earliest possible time.

SECTION 3.04. Article 25.04, Code of Criminal Procedure, is amended to read as follows:

Art. 25.04. IN MISDEMEANOR. In misdemeanors, the clerk shall deliver a copy of the indictment or information to the accused or the accused's counsel at the earliest possible time before trial [it shall not be necessary before trial to furnish the accused with a copy of the indictment or information; but he or his counsel may demand a copy, which shall be given as early as possible

SECTION 3.05. Section 511.009(a), Government Code, as amended by Chapters 281 (H.B. 875), 648 (H.B. 549), and 688 (H.B. 634), Acts of the 84th Legislature, Regular Session, 2015, is reenacted and amended to read as follows:

- (a) The commission shall:
- (1) adopt reasonable rules and procedures establishing minimum standards for the construction, equipment, maintenance, and operation of county jails;
 - (2) adopt reasonable rules and procedures establishing minimum standards for the custody, care, and treatment of prisoners;
 - (3) adopt reasonable rules establishing minimum standards for the number of jail supervisory personnel and for programs and services to meet the needs of prisoners;
 - (4) adopt reasonable rules and procedures establishing minimum requirements for programs of rehabilitation, education, and recreation in county jails;
 - (5) revise, amend, or change rules and procedures if necessary;
 - (6) provide to local government officials consultation on and technical assistance for county jails;
 - (7) review and comment on plans for the construction and major modification or renovation of county jails;
 - (8) require that the sheriff and commissioners of each county submit to the commission, on a form prescribed by the commission, an annual report on the conditions in each county jail within their jurisdiction, including all information necessary to determine compliance with state law, commission orders, and the rules adopted under this chapter;
 - (9) review the reports submitted under Subdivision (8) and require commission employees to inspect county jails regularly to ensure compliance with state law, commission orders, and rules and procedures adopted under this chapter;
 - (10) adopt a classification system to assist sheriffs and judges in determining which defendants are low-risk and consequently suitable participants in a county jail work release program under Article 42.034, Code of Criminal Procedure;
 - (11) adopt rules relating to requirements for segregation of classes of inmates and to capacities for county jails;
 - (12) require that the chief jailer of each municipal lockup submit to the commission, on a form prescribed by the commission, an annual report of persons under 17 years of age securely detained in the lockup, including all information necessary to determine compliance with state law concerning secure confinement of children in municipal lockups;
 - (13) at least annually determine whether each county jail is in compliance with the rules and procedures adopted under this chapter;
 - (14) require that the sheriff and commissioners court of each county submit to the commission, on a form prescribed by the commission, an annual report of persons under 17 years of age securely detained in the county jail, including all information necessary to determine compliance with state law concerning secure confinement of children in county jails;
 - (15) schedule announced and unannounced inspections of jails under the commission's jurisdiction using the risk assessment plan established under Section 511.0085 to guide the inspections process;
 - (16) adopt a policy for gathering and distributing to jails under the commission's jurisdiction information regarding:
 - (A) common issues concerning jail administration;
 - (B) examples of successful strategies for maintaining compliance with state law and the rules,

standards, and procedures of the commission; and

(C) solutions to operational challenges for jails;

(17) report to the Texas Correctional Office on Offenders with Medical or Mental Impairments on a jail's compliance with Article 16.22, Code of Criminal Procedure;

(18) adopt reasonable rules and procedures establishing minimum requirements for jails to:

(A) determine if a prisoner is pregnant; and

(B) ensure that the jail's health services plan addresses medical and mental health care, including nutritional requirements, and any special housing or work assignment needs for persons who are confined in the jail and are known or determined to be pregnant;

(19) provide guidelines to sheriffs regarding contracts between a sheriff and another entity for the provision of food services to or the operation of a commissary in a jail under the commission's jurisdiction, including specific provisions regarding conflicts of interest and avoiding the appearance of impropriety; [and]

(20) adopt reasonable rules and procedures establishing minimum standards for prisoner visitation that provide each prisoner at a county jail with a minimum of two in-person, noncontact visitation periods per week of at least 20 minutes duration each;

(21) [(20)] require the sheriff of each county to:

(A) investigate and verify the veteran status of each prisoner by using data made available from the Veterans Reentry Search Service (VRSS) operated by the United States Department of Veterans Affairs or a similar service; and

(B) use the data described by Paragraph (A) to assist prisoners who are veterans in applying for federal benefits or compensation for which the prisoners may be eligible under a program administered by the United States Department of Veterans Affairs;

(22) [(20)] adopt reasonable rules and procedures regarding visitation of a prisoner at a county jail by a guardian, as defined by Section 1002.012, Estates Code, that:

(A) allow visitation by a guardian to the same extent as the prisoner's next of kin, including placing the guardian on the prisoner's approved visitors list on the guardian's request and providing the guardian access to the prisoner during a facility's standard visitation hours if the prisoner is otherwise eligible to receive visitors; and

(B) require the guardian to provide the sheriff with letters of guardianship issued as provided by Section 1106.001, Estates Code, before being allowed to visit the prisoner; and

(23) adopt reasonable rules and procedures to ensure the safety of prisoners, including rules and procedures that require a county jail to:

(A) give prisoners the ability to access a mental health professional at the jail through a telemental health service 24 hours a day;

(B) give prisoners the ability to access a health professional at the jail or through a telehealth service 24 hours a day or, if a health professional is unavailable at the jail or through a telehealth service, provide for a prisoner to be transported to access a health professional; and

(C) if funding is available under Section 511.019, install automated electronic sensors or cameras to ensure accurate and timely in-person checks of cells or groups of cells confining at-risk individuals.

SECTION 3.06. Section 511.009, Government Code, is amended by adding Subsection (d) to read

as follows:

(d) The commission shall adopt reasonable rules and procedures establishing minimum standards regarding the continuity of prescription medications for the care and treatment of prisoners. The rules and procedures shall require that a qualified medical professional shall review as soon as possible any prescription medication a prisoner is taking when the prisoner is taken into custody.

SECTION 3.07. Chapter 511, Government Code, is amended by adding Sections 511.019, 511.020, and 511.021 to read as follows:

Sec. 511.019. PRISONER SAFETY FUND. (a) The prisoner safety fund is a dedicated account in the general revenue fund.

(b) The prisoner safety fund consists of:

(1) appropriations of money to the fund by the legislature; and
(2) gifts, grants, including grants from the federal government, and other donations received for the fund.

(c) Money in the fund may be appropriated only to the commission to pay for capital improvements that are required under Section 511.009(a)(23).

(d) The commission by rule may establish a grant program to provide grants to counties to fund capital improvements described by Subsection (c). The commission may only provide a grant to a county for capital improvements to a county jail with a capacity of not more than 96 prisoners.

Sec. 511.020. SERIOUS INCIDENTS REPORT. (a) On or before the fifth day of each month, the sheriff of each county shall report to the commission regarding the occurrence during the preceding month of any of the following incidents involving a prisoner in the county jail:

(1) a suicide;
(2) an attempted suicide;
(3) a death;
(4) a serious bodily injury, as that term is defined by
Section 1.07, Penal Code;
(5) an assault;
(6) an escape;
(7) a sexual assault; and
(8) any use of force resulting in bodily injury, as that term is defined by Section 1.07, Penal Code.

(b) The commission shall prescribe a form for the report required by Subsection (a).

(c) The information required to be reported under Subsection (a)(8) may not include the name or other identifying information of a county jailer or jail employee.

(d) The information reported under Subsection (a) is public information subject to an open records request under Chapter 552.

Sec. 511.021. INDEPENDENT INVESTIGATION OF DEATH OCCURRING IN COUNTY JAIL. (a) On the death of a prisoner in a county jail, the commission shall appoint a law enforcement agency, other

than the local law enforcement agency that operates the county jail, to investigate the death as soon as possible.

(b) The commission shall adopt any rules necessary relating to the appointment of a law enforcement agency under Subsection

(a), including rules relating to cooperation between law enforcement agencies and to procedures for handling evidence.

SECTION 3.08. The changes in law made by this article to Article 17.032, Code of Criminal Procedure, apply only to a personal bond that is executed on or after the effective date of this Act. A personal bond executed before the effective date of executed, and the former law is continued in effect for that purpose.

SECTION 3.09. Not later than January 1, 2018, the Commission on Jail Standards shall:

(1) adopt the rules and procedures required by Section 511.009(d), Government Code, as added by this article, and the rules required by Section 511.021(b), Government Code, as added by this article; and

(2) prescribe the form required by Section 511.020(b), Government Code, as added by this article.

SECTION 3.10. Not later than September 1, 2018, the Commission on Jail Standards shall adopt the rules and procedures required by Section 511.009(a)(23), Government Code, as added by this article. On and after September 1, 2020, a county jail shall comply with any rule or procedure adopted by the Commission on Jail Standards under that subdivision.

SECTION 3.11. To the extent of any conflict, this Act prevails over another Act of the 85th Legislature, Regular Session, 2017, relating to non-substantive additions to and corrections in enacted codes.

ARTICLE 4. PEACE OFFICER AND COUNTY JAILER TRAINING

SECTION 4.01. Chapter 511, Government Code, is amended by adding Section 511.00905 to read as follows:

Sec. 511.00905. JAIL ADMINISTRATOR POSITION; EXAMINATION REQUIRED. (a) The Texas Commission on Law Enforcement shall develop and the commission shall approve an examination for a person assigned to the jail administrator position overseeing a county jail.

(b) The commission shall adopt rules requiring a person, other than a sheriff, assigned to the jail administrator position overseeing a county jail to pass the examination not later than the 180th day after the date the person is assigned to that position. The rules must provide that a person who fails the examination may be immediately removed from the position and may not be reinstated until the person passes the examination.

(c) The sheriff of a county shall perform the duties of the jail administrator position at any time there is not a person available who satisfies the examination requirements of this

section.

(d) A person other than a sheriff may not serve in the jail administrator position of a county jail unless the person satisfies the examination requirement of this section.

SECTION 4.02. Section 1701.253, Occupations Code, is amended by amending Subsection (j) and adding Subsection (n) to read as follows: commission shall require an officer to complete a 40-hour statewide education and training program on de-escalation and crisis intervention techniques to facilitate interaction with persons with mental impairments. An officer shall complete the program not later than the second anniversary of the date the officer is licensed under this chapter or the date the officer applies for an intermediate proficiency certificate, whichever date is earlier. An officer may not satisfy the requirements of this subsection [section] or Section 1701.402(g) by taking an online course on de-escalation and crisis intervention techniques to facilitate interaction with persons with mental impairments.

(n) As part of the minimum curriculum requirements, the commission shall require an officer to complete a statewide education and training program on de-escalation techniques to facilitate interaction with members of the public, including techniques for limiting the use of force resulting in bodily injury.

SECTION 4.03. Section 1701.310(a), Occupations Code, is amended to read as follows:

(a) Except as provided by Subsection (e), a person may not be appointed as a county jailer, except on a temporary basis, unless the person has satisfactorily completed a preparatory training program, as required by the commission, in the operation of a county jail at a school operated or licensed by the commission. The training program must consist of at least eight hours of mental health training approved by the commission and the Commission on Jail Standards.

SECTION 4.04. Section 1701.352(b), Occupations Code, is amended to read as follows:

(b) The commission shall require a state, county, special district, or municipal agency that appoints or employs peace officers to provide each peace officer with a training program at least once every 48 months that is approved by the commission and consists of:

- (1) topics selected by the agency; and
- (2) for an officer holding only a basic proficiency certificate, not more than 20 hours of education and training that contain curricula incorporating the learning objectives developed by the commission regarding:
 - (A) civil rights, racial sensitivity, and cultural diversity;
 - (B) de-escalation and crisis intervention techniques to facilitate interaction with persons with mental impairments; [and]
 - (C) de-escalation techniques to facilitate interaction with members of the public, including techniques for limiting the use of force resulting in bodily injury; and
 - (D) unless determined by the agency head to be inconsistent with the officer's assigned duties:
 - (i) the recognition and documentation of cases that involve child abuse or neglect, family violence, and sexual assault; and
 - (ii) issues concerning sex offender characteristics.

SECTION 4.05. Section 1701.402, Occupations Code, is amended by adding Subsection (n) to read

as follows:

(n) As a requirement for an intermediate proficiency certificate or an advanced proficiency certificate, an officer must complete the education and training program regarding de-escalation techniques to facilitate interaction with members of the public established by the commission under Section 1701.253(n).

SECTION 4.06. Not later than March 1, 2018, the Texas Commission on Law Enforcement shall develop and the Commission on Jail Standards shall approve the examination required by Section 511.00905, Government Code, as added by this article.

SECTION 4.07. (a) Not later than March 1, 2018, the Texas Commission on Law Enforcement shall establish or modify training programs as necessary to comply with Section 1701.253, Occupations Code, as amended by this article.

(b) The minimum curriculum requirements under Section 1701.253(j), Occupations Code, as amended by this article, apply only to a peace officer who first begins to satisfy those requirements on or after April 1, 2018.

SECTION 4.08. (a) Section 1701.310, Occupations Code, as amended by this article, takes effect January 1, 2018.

(b) A person in the position of county jailer on September 1, 2017, must comply with Section 1701.310(a), Occupations Code, as amended by this article, not later than August 31, 2021.

ARTICLE 5. MOTOR VEHICLE STOPS, RACIAL PROFILING, AND ISSUANCE OF CITATIONS

SECTION 5.01. Article 2.132, Code of Criminal Procedure, is amended by amending Subsections (b) and (d) and adding Subsection (h) to read as follows:

(b) Each law enforcement agency in this state shall adopt a detailed written policy on racial profiling. The policy must:

(1) clearly define acts constituting racial profiling;

(2) strictly prohibit peace officers employed by the agency from engaging in racial profiling;

(3) implement a process by which an individual may file a complaint with the agency if the individual believes that a peace officer employed by the agency has engaged in racial profiling with respect to the individual;

(4) provide public education relating to the agency's compliment and complaint process, including providing the telephone number, mailing address, and e-mail address to make a compliment or complaint with respect to each ticket, citation, or warning issued by a peace officer;

(5) require appropriate corrective action to be taken against a peace officer employed by the agency who, after an investigation, is shown to have engaged in racial profiling in violation of the agency's policy adopted under this article;

(6) require collection of information relating to motor vehicle stops in which a ticket, citation, or warning is issued and to arrests made as a result of those stops, including information

relating to:

- (A) the race or ethnicity of the individual detained;
- (B) whether a search was conducted and, if so, whether the individual detained consented to the search; [and]
- (C) whether the peace officer knew the race or ethnicity of the individual detained before detaining that individual;
- (D) whether the peace officer used physical force that resulted in bodily injury, as that term is defined by Section 1.07, Penal Code, during the stop;
- (E) the location of the stop; and
- (F) the reason for the stop; and

(7) require the chief administrator of the agency, regardless of whether the administrator is elected, employed, or appointed, to submit an annual report of the information collected under Subdivision (6) to:

- (A) the Texas Commission on Law Enforcement; and
- (B) the governing body of each county or municipality served by the agency, if the agency is an agency of a county, municipality, or other political subdivision of the state.

(d) On adoption of a policy under Subsection (b), a law enforcement agency shall examine the feasibility of installing video camera and transmitter-activated equipment in each agency law enforcement motor vehicle regularly used to make motor vehicle stops and transmitter-activated equipment in each agency law enforcement motorcycle regularly used to make motor vehicle stops. The agency also shall examine the feasibility of equipping each peace officer who regularly detains or stops motor vehicles with a body worn camera, as that term is defined by Section 1701.651, Occupations Code. If a law enforcement agency installs video or audio equipment or equips peace officers with body worn cameras as provided by this subsection, the policy adopted by the agency under Subsection (b) must include standards for reviewing video and audio documentation.

(h) A law enforcement agency shall review the data collected under Subsection (b)(6) to identify any improvements the agency could make in its practices and policies regarding motor vehicle stops.

SECTION 5.02. Article 2.133, Code of Criminal Procedure, is amended by amending Subsection (b) and adding Subsection (c) to read as follows:

(b) A peace officer who stops a motor vehicle for an alleged violation of a law or ordinance shall report to the law enforcement agency that employs the officer information relating to the stop, including:

(1) a physical description of any person operating the motor vehicle who is detained as a result of the stop, including:

- (A) the person's gender; and
- (B) the person's race or ethnicity, as stated by the person or, if the person does not state the person's race or ethnicity, as determined by the officer to the best of the officer's ability;

(2) the initial reason for the stop;

(3) whether the officer conducted a search as a result of the stop and, if so, whether the person detained consented to the search;

(4) whether any contraband or other evidence was discovered in the course of the search

and a description of the contraband or evidence;

(5) the reason for the search, including whether:

(A) any contraband or other evidence was in plain view;

(B) any probable cause or reasonable suspicion existed to perform the search; or

(C) the search was performed as a result of the towing of the motor vehicle or the arrest of any person in the motor vehicle;

(6) whether the officer made an arrest as a result of the stop or the search, including a statement of whether the arrest was based on a violation of the Penal Code, a violation of a traffic law or ordinance, or an outstanding warrant and a statement of the offense charged;

(7) the street address or approximate location of the stop; [and]

(8) whether the officer issued a verbal or written warning or a ticket or citation as a result of the stop; and

(9) whether the officer used physical force that resulted in bodily injury, as that term is defined by Section 1.07, Penal Code, during the stop.

(c) The chief administrator of a law enforcement agency, regardless of whether the administrator is elected, employed, or appointed, is responsible for auditing reports under Subsection (b)

to ensure that the race or ethnicity of the person operating the motor vehicle is being reported.

SECTION 5.03. Article 2.134(c), Code of Criminal Procedure, is amended to read as follows:

(c) A report required under Subsection (b) must be submitted by the chief administrator of the law enforcement agency, regardless of whether the administrator is elected, employed, or appointed, and must include:

(1) a comparative analysis of the information compiled under Article 2.133 to:

(A) evaluate and compare the number of motor vehicle stops, within the applicable jurisdiction, of persons who are recognized as racial or ethnic minorities and persons who are not recognized as racial or ethnic minorities; [and]

(B) examine the disposition of motor vehicle stops made by officers employed by the agency, categorized according to the race or ethnicity of the affected persons, as appropriate, including any searches resulting from stops within the applicable jurisdiction; and

(C) evaluate and compare the number of searches resulting from motor vehicle stops within the applicable jurisdiction and whether contraband or other evidence was discovered in the course of those searches; and

(2) information relating to each complaint filed with the agency alleging that a peace officer employed by the agency has engaged in racial profiling.

SECTION 5.04. Article 2.137, Code of Criminal Procedure, is amended to read as follows:

Art. 2.137. PROVISION OF FUNDING OR EQUIPMENT. (a) The Department of Public Safety shall adopt rules for providing funds or video and audio equipment to law enforcement agencies for the purpose of installing video and audio equipment in law enforcement motor vehicles and motorcycles or equipping peace officers with body worn cameras [as described by Article 2.135(a)(1)(A)], including specifying criteria to prioritize funding or equipment provided to law enforcement agencies. The criteria may include consideration of tax effort, financial hardship,

available revenue, and budget surpluses. The criteria must give priority to:

(1) law enforcement agencies that employ peace officers whose primary duty is traffic enforcement;

(2) smaller jurisdictions; and

(3) municipal and county law enforcement agencies.

(b) The Department of Public Safety shall collaborate with an institution of higher education to identify law enforcement agencies that need funds or video and audio equipment for the purpose of installing video and audio equipment in law enforcement motor vehicles and motorcycles or equipping peace officers with body worn cameras [as described by Article 2.135(a)(1)(A)]. The collaboration may include the use of a survey to assist in developing criteria to prioritize funding or equipment provided to law enforcement agencies.

(c) To receive funds or video and audio equipment from the state for the purpose of installing video and audio equipment in law enforcement motor vehicles and motorcycles or equipping peace officers with body worn cameras [as described by Article 2.135(a)(1)(A)], the governing body of a county or municipality, in conjunction with the law enforcement agency serving the county or municipality, shall certify to the Department of Public Safety that the law enforcement agency needs funds or video and audio equipment for that purpose.

(d) On receipt of funds or video and audio equipment from the state for the purpose of installing video and audio equipment in law enforcement motor vehicles and motorcycles or equipping peace officers with body worn cameras [as described by Article 2.135(a)(1)(A)], the governing body of a county or municipality, in conjunction with the law enforcement agency serving the county or municipality, shall certify to the Department of Public Safety that the law enforcement agency has taken the necessary actions to use and is using [installed] video and audio equipment and body worn cameras for those purposes [as described by Article 2.135(a)(1)(A) and is using the equipment as required by Article 2.135(a)(1)].

SECTION 5.05. Article 2.1385(a), Code of Criminal Procedure, is amended to read as follows:

(a) If the chief administrator of a local law enforcement agency intentionally fails to submit the incident-based data as required by Article 2.134, the agency is liable to the state for a civil penalty in an [the] amount not to exceed \$5,000 [of \$1,000] for each violation. The attorney general may sue to collect a civil penalty under this subsection.

SECTION 5.06. Article 2.135, Code of Criminal Procedure, is repealed.

SECTION 5.07. Articles 2.132 and 2.134, Code of Criminal Procedure, as amended by this article, apply only to a report covering a calendar year beginning on or after January 1, 2018.

SECTION 5.08. Not later than September 1, 2018, the Texas Commission on Law Enforcement shall:

(1) evaluate and change the guidelines for compiling and reporting information required under Article 2.134, Code of Criminal Procedure, as amended by this article, to enable the guidelines to better withstand academic scrutiny; and

(2) make accessible online:

(A) a downloadable format of any information submitted under Article 2.134(b), Code of Criminal

Procedure, that is not exempt from public disclosure under Chapter 552, Government Code; and
(B) a glossary of terms relating to the information to make the information readily understandable to the public. This Act takes effect September 1, 2017.

Senate Speaker of the House

I hereby certify that S.B. No. 1849 passed the Senate on May 11, 2017, by the following vote:
Yeas 31, Nays 0.

Secretary of the Senate

I hereby certify that S.B. No. 1849 passed the House on May 20, 2017, by the following vote:
Yeas 137, Nays 0, one present not voting.

ARTICLE 6. EFFECTIVE DATE

SECTION 6.01. Except as otherwise provided by this Act,

Approved:

Date

Governor

Chief Clerk of the House

**EDINBURG
POLICE DEPARTMENT
RACIAL PROFILING POLICY**

Section 47

RACIAL PROFILING

I. POLICY AND PURPOSE

This Racial Profiling Policy is adapted in compliance with the requirements of Articles 2.131 thru 2.136, Texas Code of Criminal Procedure, which prohibits Texas peace officers from engaging in racial profiling.

II. DEFINITIONS

- A. Racial profiling: means a law enforcement-initiated action based on an individual's race, ethnicity, or national origin rather than on the individual's behavior or on information identifying the individual as having engaged in criminal activity. Racial Profiling pertains to persons who are viewed as suspects or potential suspects of criminal behavior. The term is not relevant as it pertains to witnesses, complainants, persons needing assistance, or other citizen contacts.
- B. Race or ethnicity:
 - 1. White;
 - 2. Black;
 - 3. Hispanic or Latino;
 - 4. Asian or Pacific Islander;
 - 5. Alaska Native or American Native; and
 - 6. Middle Eastern
- C. Acts Constituting Racial Profiling: are acts initiating law enforcement action, such as a traffic stop, a detention, a search, issuance of a citation, or an arrest based solely upon an individual's race, ethnicity, or national origin or on the basis of racial or ethnic stereotypes, rather than upon the individual's behavior, information identifying the individual as having possibly engaged in criminal activity, or other lawful reasons for the law enforcement action.
- D. Pedestrian stop: means an interaction between a peace officer and an individual who is being detained for the purposes of a criminal investigation in which the individual is not under arrest.
- E. Traffic Stop: means the stopping of a motor vehicle by a peace officer for an alleged violation of law or ordinance regulating traffic.

III. PROHIBITION

Edinburg Police Officers are strictly prohibited from engaging in racial profiling. The prohibition against racial profiling does not preclude the use of race, ethnicity, or national origin as factors in a detention decision by an Edinburg Police Officer. Race, ethnicity, or national origin may be legitimate factors in such a decision when used as part of a description of a suspect or witness for

whom an Edinburg Police Officer is searching.

IV. PROCEDURE

A. Complaint Process

1. Any person who believes that an Edinburg Police Officer has engaged in racial profiling with respect to that person may file a complaint with the Edinburg Police Department, and no person shall be discouraged, intimidated, or coerced from filing such a complaint, or be discriminated against because they have filed such a complaint.
2. The Edinburg Police Department shall accept and investigate citizen complaints alleging racial profiling by its police officers. Such complaints shall be in writing, or the department employee, officer, or official receiving the complaint shall reduce the same to writing, and should include the time, place, and details of the incident of alleged racial profiling, the identity or description of the Edinburg Police Officer or officers involved, and the identity and manner of contacting the complainant.
3. Any Edinburg Police Officer, department employee, or official who receives a citizen complaint alleging racial profiling shall forward the complaint to the Chief of Police, via chain of command, within 12 hours of receipt of the complaint. Receipt of each complaint shall be acknowledged to the complainant in writing, all such complaints shall be reviewed or investigated by the Internal Affairs Division of the Edinburg Police Department within a reasonable period of time, and the results of the Internal Affairs Division review or investigation shall be filed with the Chief of Police.
4. In investigating a complaint alleging racial profiling, the Internal Affairs Division shall seek to determine if the officer who is subject of the complaint has engaged in a pattern of racial profiling that includes multiple acts constituting racial profiling for which there is no reasonable, credible explanation based on established police and law enforcement procedures. A single act constituting racial profiling may not be considered a pattern of racial profiling.
5. In the event that a complaint of racial profiling filed by an individual involves an occurrence that was recorded on video or audio, the Internal Affairs Division shall, upon commencement of the investigation of the complaint and upon written request of the officer, promptly provide a copy of the recording to the officer that is a subject of the complaint.

B. Corrective Action

Any Edinburg Police Officer who is found, after investigation, to have engaged in

racial profiling in violation of this policy shall be subject to corrective action, which may include diversity, sensitivity or other appropriate training or counseling; reprimand; unpaid suspension; indefinite suspension, or other appropriate action as determined by the Chief of Police.

C. Collection of Information and Annual Report when Citation issued or arrest made:

1. For each traffic stop in which a citation or written warning is issued and for each arrest resulting from such traffic stops, an Edinburg Police Officer involved in the stop shall collect the following information:
 - a. A physical description of each person detained as a result of the stop, including:
 - (1) The person's gender; and
 - (2) The person's race or ethnicity, as stated by the person, or if the person does not state the person's race or ethnicity, as determined by the officer to the best of the officer's ability;
 - b. The traffic law or ordinances alleged to have been violated or the suspected offense;
 - c. Whether the officer conducted a search as a result of the stop, and, if so, whether the person detained consented to the search;
 - d. Whether any contraband was discovered in the course of the search and the type of contraband discovered;
 - e. Whether probable cause to search existed and the facts supporting the existence of that probable cause;
 - f. Whether the officer made an arrest as a result of the stop or the search, including the offense charged;
 - g. The street address or approximate location of the stop; and
 - h. Whether the officer issued a warning or a citation as a result of the stop, including a description of the warning or the violation charged.
2. The information collected shall be compiled in an annual report covering the period January 1 thru December 31 of each year, and shall be submitted to the governing body of the City of Edinburg no later than March 1 of the following year. The annual report shall not include identifying information about any individual stopped or arrested, and shall not include identifying information about any Edinburg Police Officer involved in a stop or arrest.

D. Collection, Compilation, Analysis, and Reporting Requirements:

1. The information in each report shall be analyzed and compiled in a report that covers the period January 1 thru December 31 of each year, and shall be submitted to the governing body of the City of Edinburg no later than March 1 of the following year. Each such report shall include:

A comparative analysis of the information compiled by each officer under Part C to:

- a. Determine the prevalence of racial profiling by peace officers employed by the City of Edinburg; and
 - b. Examine the disposition of traffic and pedestrian stops made by officers employed by the City of Edinburg, including searches resulting from such stops; and
 - c. Information relating to each complaint filed with the Edinburg Police Department alleging that an Edinburg Police Officer had engaged in racial profiling.
2. The report required by Part C may not include identifying information about an Edinburg Police Officer who makes a traffic or pedestrian stop or about an individual who is stopped or arrested by an officer.

E. Peace Officer and Police Chief Training:

1. Each Edinburg Police Officer shall complete the comprehensive education and training program on racial profiling established by the Texas Commission on Law Enforcement Officer Standards and Education (TCLEOSE) not later than the second anniversary of the date the officer was licensed, the date the officer applies for an intermediate proficiency certificate, whichever date is earlier. A person who on September 1, 2001 held a TCLEOSE intermediate proficiency certificate, or who had held a peace officer license issued by TCLEOSE for at least two years, shall complete a TCLEOSE training and education program on racial profiling no later than September 1, 2003.
2. The Chief of Police shall, in completing the training required by section 96.64 C Texas Education Code, complete the program on racial profiling established by the Bill Blackwood Law Enforcement Management Institute of Texas.

For additional questions regarding the information presented in this report, please contact:

Del Carmen Consulting©
817.681.7840
www.texasracialprofiling.com
www.delcarmenconsulting.com

Disclaimer: The author of this report, Alejandro del Carmen/del Carmen Consulting ©, is not liable for any omissions or errors committed in the acquisition, analysis, or creation of this report. Further, Dr. del Carmen/del Carmen Consulting © is not responsible for the inappropriate use and distribution of information contained in this report. Further, no liability shall be incurred as a result of any harm that may be caused to individuals and/or organizations as a result of the information contained in this report.



Copyright: This report may not be altered or reproduced outside the agreed terms, in any manner whatsoever without the written permission of the author.