



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
APRIL 1, 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. Update on Rain Event

5. PROCLAMATIONS/RECOGNITIONS

- A. Presentation of Proclamation Recognizing Harvest Christian Academy Lady Eagles Varsity Basketball Team. [Clarice Y. Balderas, City Secretary]
- B. Presentation of Proclamation Recognizing April 13-19, 2025, as National Telecommunicators Week. [Jaime Ayala, Chief of Police]
- C. Presentation of Proclamation Recognizing the Cool City Celebration in the City of Edinburg to be held on April 12, 2025. [Vincent A. Romero, Director of Public Works]

6. PUBLIC COMMENTS

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

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

7. PRESENTATIONS AND REPORTS

- A.** Presentation of the 2024 Edinburg Police Department Annual Report. [Jaime Ayala, Police Chief]
- B.** Presentation of the Annual Comprehensive Financial Report for the City of Edinburg for Fiscal Year Ending September 30, 2024. [Ascencion Alonzo, Director of Finance]
- C.** Presentation of the Annual Comprehensive Financial Report for the Edinburg Economic Development Corporation for Fiscal Year Ending September 30, 2024. [Raudel Garza, Edinburg EDC Executive Director]

8. PETITION

- A.** Consider the Petition Providing for the Voluntary Annexation of a 4.99 Acre Tract of Land out of Section 235, Lot 9 of Texas Mexican Railway Company Survey, According to the Map Recorded in Volume 1, Page 12, Map Records of Hidalgo County, Texas, located at 3825 West Rogers Road, as Requested by Rosa B. Barrera and Ediel I. Barrera. [Jaime Acevedo, Director of Planning & Zoning]

9. AWARDING OF BIDS

- A.** Considering Awarding RFQ No. 2025-001, Cleaning & Mowing Services for the Mowing of Weedy Lots Based on Pre-Approved Rates as Listed and Authorize the City Manager to Enter Into One or More Agreements Related Thereto. [Ignacio G. Saavedra, Director of Health & Code]
- B.** Consider Awarding Bid No. 2025-8, Two (2) 100 HP Wastewater Treatment Plant Headworks Raw Wastewater Pumps to Xylem-Flygt, in the Amount Not to Exceed \$197,443.20. [Gerardo Carmona Jr., P.E., Director of Utilities]

10. CONTRACTUALS

- A.** Consider Authorizing the City Manager to Execute an Interlocal Agreement Between the City of Edinburg and Hidalgo County for the Striping Improvements to the Edinburg Downtown Square Along State Highway 107 and US Business 281. [Tomas D. Reyna, Assistant City Manager]
- B.** Consider Authorizing the City Manager to Execute an Interlocal Agreement Between the City of Edinburg and the University of Texas Rio Grande Valley for the Joint Use of the Parking Lots at UTRGV Robert and Janet Vackar Stadium and Edinburg Municipal Park for Overflow Parking. [Tomas D. Reyna, Assistant City Manager]

11. RESOLUTION

- A.** Consider Resolution Authorizing the City Manager to Execute the Advance Funding Agreement (AFA) for the Metropolitan Mobility and Rehabilitation Project Surface Transportation Program (Off-System) – Freddy Gonzalez Drive Road Expansion (I69C to Closner Boulevard). [Mardoqueo Hinojosa, P.E., CFM, CMP. City Engineer]

12. APPOINTMENTS

- A.** Consider Appointments to the Following City Advisory Board, Council, Commission and Committee: Downtown District Steering Committee, One Member; and Zoning Board of Adjustment, One Member and Two Alternates. [Clarice Y. Balderas, City Secretary]
- B.** Discussion, Consideration and Possible Action to Appoint One or More Associate Judge(s) and Authorize the City Manager to Negotiate and Enter Into a Contract for Professional Judicial Services

with the Appointed Associate Municipal Court Judge(s). [Josephine Ramirez Solis, City Attorney]

13. CONSENT AGENDA

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

- A.** Consider Authorizing the City Manager to Enter Into Job Task Order No. 1 with Trinity MEP Engineering Based on RFQ 2024-009, Professional Engineering Services for Edinburg City Hall Sanitary & Domestic Water Line Retrofit in the Amount Not to Exceed \$31,500 and Execute Any Documents Related Thereto Pursuant to City of Edinburg Ordinances and Procurement Policies. [Tomas D. Reyna, Assistant City Manager]
- B.** Consider Approving an Amendment to the Interlocal Agreement Between the City of Edinburg and the City of McAllen, Texas for the Disposal of Non-Hazardous Solid Waste at the Edinburg Regional Sanitary Landfill Facility. [Ramiro L. Gomez, Director of Solid Waste Management]
- C.** Consider Resolution Authorizing the City Manager to Submit a Grant Application to the Texas Department of Transportation for the Fiscal Year 2026 Selective Traffic Enforcement Program (STEP) – Commercial Motor Vehicle (CMV) Grant and Execute Any Documents Related Thereto. [Jaime Ayala, Chief of Police]
- D.** Consider Resolution Authorizing the City Manager to Submit a Grant Application to the Texas Department of Transportation for the Fiscal Year 2026 Selective Traffic Enforcement Program (STEP) – Comprehensive (COMP) Grant and Execute Any Documents Related Thereto. [Jaime Ayala, Chief of Police]
- E.** Consider Authorizing the Purchase of One (1) 2025 Ford F-250 Crew Cab from Silsbee Ford, Through the Texas Interlocal Purchasing System (TIPS) in the Amount of \$49,809.00. [Jaime Ayala, Chief of Police]
- F.** Consider Authorizing the City Manager to Enter Into the First Amendment to the Water Service Agreement between the McAllen Public Utility (MPU) and the City for the Purchase of Treated Water. [Gerardo Carmona Jr., P.E., Director of Utilities]
- G.** Consider Authorizing the City Manager to Execute Amendment Number One (1) to the Agreement Between the City of Edinburg and B2Z Engineering LLC for Construction Material Testing Services to Reduce the Contract Amount by \$64,881.94 for the New Service Center Project and Execute Any Document Related Thereto. [Gerardo Carmona Jr., P.E., Director of Utilities]
- H.** Consider Approving the City Council Minutes for the following: 2024 Regular Meetings: November 05, 2024, November 19, 2024, and 2025 Regular Meetings: February 04, 2025, and March 4, 2025. [Clarice Y. Balderas, City Secretary]

14. OTHER BUSINESS

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

15. 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. 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.)
- C. Consultation with City Attorney Regarding Personnel Matters. (§552.074 Personnel Matters; §551.071 Consultation with Attorney; Closed Meeting.)
- D. Deliberation Regarding Economic Development Matters. (§551.087. Economic Development Negotiations; Closed Meeting)
- E. Consultation with City Attorney and Possible Action Regarding Amending the Bylaws of the Edinburg Economic Development Corporation. (§551.071. Consultation with Attorney; Closed Meeting; §551.087)

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.

16. 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 March 28, 2025 at 6:25 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: April 1, 2025

PROCLAMATIONS/RECOGNITIONS

Agenda Item No: 5.A.

Proclamation Recognizing the Lady Eagles Varsity Basketball Team

1. Agenda Item:

Presentation of Proclamation Recognizing Harvest Christian Academy Lady Eagles Varsity Basketball Team. [Clarice Y. Balderas, City Secretary]

2. Description:

The HCA Lady Eagles' varsity basketball team high school has an enrollment of 60 students, has played against high schools with 1500–3000 students enrolled and won the majority of those games, ending the season with a 37-3 record.

The HCA Lady Eagles' varsity basketball team is made up of an amazing group of young ladies: (Senior) Riley McClagherty; (Juniors) Jamie Gonzalez, Kezia Leal, Catalina Bernal, (Sophomores) Karmela Futo, Hanani Dominguez; and (Freshmen) Ava Cisneros, Mia Guajardo, and Stephanie Munoz

The HCA Lady Eagles' coaching staff is composed of Head Coach Jaime Gonzalez, and Assistant Coach Juan Landa.

The Edinburg City Council would like to recognize the Harvest Christian Academy Lady Eagles Varsity Basketball Team for their accomplishments.

3. Staff's Recommendation:

Present Proclamation Recognizing Harvest Christian Academy Lady Eagles Varsity Basketball Team.

Reviewed by:

Clarice Balderas, City Secretary

Prepared by:

Maria Ortiz, Administrative Assistant

Attachments:

A. Proclamation: Harvest Christian Academy Lady Eagles

PROCLAMATION



HARVEST CHRISTIAN ACADEMY LADY EAGLES

WHEREAS, Harvest Christian Academy was established in 1999 with the vision of partnering with parents in raising children in a Christian environment and for the glory of God; and,

WHEREAS, Harvest Christian Academy Lady Eagles' varsity basketball team competed for the first time in TAPPS 1A basketball in 2005; and,

WHEREAS, The HCA Lady Eagles' varsity basketball team high school has an enrollment of 60 students, has played against high schools with 1500-3000 students enrolled and won the majority of those games, ending the season with a 37-3 record; and,

WHEREAS, The HCA Lady Eagles' varsity basketball team and coaching staff put in countless hours of practice and preparation to bring the team to the State Competition level; and,

WHEREAS, The HCA Lady Eagles' varsity basketball team is made up of an amazing group of young ladies, (Senior) Riley McClaugherty; (Juniors) Jamie Gonzalez, Kezia Leal, Catalina Bernal, (Sophomores) Karmela Futo, Hanani Dominguez; and (Freshmen) Ava Cisneros, Mia Guajardo, and Stephanie Munoz; and,

WHEREAS, The HCA Lady Eagles' varsity basketball team will have 8 out of the 9 players back for the next season to make a run to defend the State title, and will compete in the toughest season schedule; and,

WHEREAS, The HCA Lady Eagles' coaching staff is composed of Head Coach Jaime Gonzalez, and Assistant Coach Juan Landa; and,

WHEREAS, The HCA Lady Eagles' Varsity Basketball team is the first basketball team in the Rio Grande Valley to win a State Title, and now holds THREE State Titles.

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

HARVEST CHRISTIAN ACADEMY LADY EAGLES

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 1st day of April, 2025.

CITY OF EDINBURG, TEXAS

By: _____
Ramiro Garza, Jr., Mayor

ATTEST:

By: _____
Clarice Y. Balderas, City Secretary





CITY OF EDINBURG - CITY COUNCIL

Meeting Date: April 1, 2025

PROCLAMATIONS/RECOGNITIONS

Agenda Item No: 5.B.

Proclamation Recognizing National Telecommunicators Week

1. **Agenda Item:**

Presentation of Proclamation Recognizing April 13-19, 2025, as National Telecommunicators Week. [Jaime Ayala, Chief of Police]

2. **Description:**

Telecommunicators have dedicated their lives to public safety. The second week of April is set aside to recognize and celebrate their dedication and hard work. On June 2019, Governor Greg Abbott signed House Bill 1090, which states that Telecommunicators are classified as first responders. These professionals are the unseen first responders who continually serve our community and help save lives every day. Telecommunications, also known as 9-1-1 Operators, Dispatchers, or Communication Operators, have to think and respond quickly to crisis situations and often lend a supporting voice to reassure confused, frightened, or upset callers. During the unprecedented challenges of the coronavirus pandemic, Telecommunicator professionals have remained unwavering in their dedication to providing essential services to the citizens of Edinburg.

The Edinburg City Council would like to recognize the importance of Telecommunicators, and thank them for their service.

3. **Staff's Recommendation:**

Presentation of Proclamation Recognizing April 13-19, 2025, as National Telecommunicators Week.

Reviewed by:

Clarice Balderas, City Secretary

Prepared by:

Jaime Ayala, Chief of Police

Attachments:

A. Proclamation: National Telecommunicator's Week 2025

PROCLAMATION



NATIONAL TELECOMMUNICATORS WEEK APRIL 13-19, 2025

WHEREAS, Telecommunicators are responsible for answering both emergency and non-emergency calls for police and fire services; and,

WHEREAS, Telecommunicators must accurately relay information to field officers and firefighters to facilitate the protection of life and the preservation of property; and,

WHEREAS, the safety of citizens, officers, and firefighters relies heavily on the quality and accuracy of the information provided by Telecommunicators; and,

WHEREAS, Telecommunicators are required to utilize their training and education to make critical emergency decisions that address the specific requests and needs of callers; and,

WHEREAS, Telecommunicators must maintain composure and professionalism while managing emergency calls and crisis situations, including active shooter incidents, major accidents, and violent crimes; and,

WHEREAS, Telecommunicators play a vital role in the apprehension of criminals by transmitting essential information to field officers; and,

WHEREAS, Telecommunicators manage local, state, and national databases containing information on wanted individuals; and,

WHEREAS, Telecommunicators are skilled in monitoring multiple radio frequencies simultaneously; and,

WHEREAS, in the face of unprecedented challenges, including increased call volumes, staffing retention issues, and expanding responsibilities, telecommunications professionals have demonstrated steadfast dedication to delivering essential services to the citizens of Edinburg; and,

WHEREAS, The Edinburg Police Telecommunicators have answered over 70,000 calls for service in recent years.

NOW, THEREFORE, I, RAMIRO GARZA, JR., MAYOR OF THE CITY OF EDINBURG, TX: By the power vested in me by law, do hereby recognize April 13-19, 2025 as

NATIONAL TELECOMMUNICATORS WEEK

in honor of the men and women, whose diligence and professionalism keep the City of Edinburg and the citizens safe.

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 1ST day of April, 2025.

CITY OF EDINBURG, TEXAS

By: _____
Ramiro Garza, Jr., Mayor

ATTEST:

By: _____
Clarice Y. Balderas, City Secretary





CITY OF EDINBURG - CITY COUNCIL

Meeting Date: April 1, 2025

PROCLAMATIONS/RECOGNITIONS

Agenda Item No: 5.C.

The City of Edinburg Cool City Celebration

1. Agenda Item:

Presentation of Proclamation Recognizing the Cool City Celebration in the City of Edinburg to be held on April 12, 2025. [Vincent A. Romero, Director of Public Works]

2. Description:

The City of Edinburg Cool City Celebration is a time for the community to engage with city departments while celebrating Earth Day, Arbor Day, and National Community Development Week. There will be food, fun and community engagement with the city departments. There will be a bike rodeo and bike giveaway for the kids, equipment displays and demonstrations.

The Edinburg City Council would like to recognize the City of Edinburg Cool City celebration and invite the public to enjoy the festivities.

3. Staff's Recommendation:

Present proclamation Recognizing April 12, 2025 as the City of Edinburg Cool City Celebration.

Reviewed by:

Tomas Reyna, Assistant City Manager

Prepared by:

Vincent Romero, Director of
Public Works

Attachments:

A. Proclamation: Cool City Celebration Arbor Day 2025

PROCLAMATION



CITY OF EDINBURG COOL CITY CELEBRATION APRIL 12, 2025

WHEREAS, the City of Edinburg Cool City Celebration is a time for everyone to celebrate Earth Day, Arbor Day, National Community Development Week; and,

WHEREAS, the first Earth Day was celebrated on April 22, 1970, with the goal of inspiring environmental awareness and encouraging the conservation, protection, and appreciation of our nation's natural resources; and,

WHEREAS, In 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that Arbor Day be celebrated for the planting of trees with the city's commitment to maintain a healthy urban forest, promote tree planting to increase shading, absorb CO2, decrease the associated costs of unabated storm-water, lower heating & cooling costs and provide habitat for urban wildlife; and,

WHEREAS, the week of April 21-25, 2025 has been designated as National Community Development Week to celebrate the Community Development Block Grant (CDBG) Program. The CDBG Program is a successful program that provides annual funding and flexibility to local communities to provide decent, safe and affordable housing, a suitable living environment, and expanding economic opportunities to low and moderate income people; and,

WHEREAS, the Cool City Celebration will focus on community engagement, healthy modes of transportation and promote active lifestyles in an outdoor environment.

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:

CITY OF EDINBURG COOL CITY CELEBRATION



and encourage all residents to celebrate Arbor Day by planting and caring for trees, and supporting efforts to protect our trees; reflecting the City of Edinburg's commitment to forestry and building partnerships to promote the well-being of this and future generations.

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 1st day of April, 2025.

CITY OF EDINBURG, TEXAS

By: _____
Ramiro Garza, Jr., Mayor

ATTEST:

By: _____
Clarice Y. Balderas, City Secretary





CITY OF EDINBURG - CITY COUNCIL

Meeting Date: April 1, 2025

PRESENTATIONS AND REPORTS

Agenda Item No: 7.A.

Annual Edinburg Police Department Report

1. Agenda Item:

Presentation of the 2024 Edinburg Police Department Annual Report. [Jaime Ayala, Police Chief]

2. Description:

The 2024 annual report of the Edinburg Police Department is a thorough and informative document that showcases the department's significant accomplishments, initiatives, and crime statistics over the course of the year. It aims to foster transparency, accountability, and public confidence by presenting a detailed department performance. The reporting period spans from January 1, 2024, to December 31, 2024.

This report provides the Edinburg City Council and the general public with an overview of the Edinburg Police Department's current state for 2024.

3. Staff's Recommendation:

Present the 2024 Edinburg Police Department Annual Report.

Reviewed by:

Jaime Ayala, Chief of Police

Prepared by:

Carla Bautista, Crime Analyst

Attachments:

None



CITY OF EDINBURG - CITY COUNCIL

Meeting Date: April 1, 2025

PRESENTATIONS AND REPORTS

Agenda Item No: 7.B.

Annual Comprehensive Financial Report for FY ending September 30,
2024

1. **Agenda Item:**

Presentation of the Annual Comprehensive Financial Report for the City of Edinburg for Fiscal Year Ending September 30, 2024. [Ascencion Alonzo, Director of Finance]

2. **Description:**

The independent firm of Cascos & Associates, PC, has completed the City of Edinburg's 2023-2024 Annual Comprehensive Financial Report. Mr. Roel Cantu will present an overview of the audit focusing on major City Operating Funds and highlights thereof.

3. **Staff's Recommendation:**

Staff recommends acknowledging receipt of the Annual Comprehensive Financial Report for the City of Edinburg for Fiscal Year Ending September 30, 2024.

Reviewed by:

Prepared by:

Ascencion Alonzo, Director
of Finance

Attachments:

A. 2024 Annual Comprehensive Financial Report - City of Edinburg

COMPREHENSIVE ANNUAL FINANCIAL REPORT



FOR THE YEAR ENDED
SEPTEMBER 30 , 2024



FISCAL YEAR
23 | 24

Annual Comprehensive Financial Report



City of Edinburg, Texas

*For the Fiscal Year Ended
September 30, 2024*

Myra L. Ayala
City Manager

Ascencion Alonzo
Director of Finance

*Prepared by:
Finance Department*



Elected Officials



Mayor, Ramiro Garza, Jr.



Mayor Pro Tem
Daniel "Dan" Diaz



Councilmember, Place 4
David White



Councilmember, Place 2
Jason De Leon



Councilmember, Place 3
David Salazar

CITY OF EDINBURG, TX
ANNUAL COMPREHENSIVE FINANCIAL REPORT
YEAR ENDED SEPTEMBER 30, 2024

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March 31, 2025

To the Honorable Mayor, Members of the City Council, and Citizens of the City of Edinburg, Texas:

As mandated by both state and local law, we hereby submit the Annual Comprehensive Financial Report (ACFR) of the City of Edinburg for the fiscal year ended September 30, 2024. This report has been prepared in accordance with accounting principles generally accepted in the United States of America (GAAP) as set forth by the Governmental Accounting Standards Board (GASB) and by the American Institute of Certified Public Accountants in its industry audit guide “Audits of State and Local Governmental Units.”

The report contains management’s representations concerning the finances of the City of Edinburg. Consequently, management assumes full responsibility for the completeness and reliability of all of the information presented in this report. To provide a reasonable basis for making these representations, management of the City of Edinburg has established a comprehensive internal control framework that is designed both to protect the government’s assets from loss, theft, or misuse and to compile sufficient reliable information for the preparation of the City of Edinburg’s financial statements in conformity with GAAP. Because the cost of internal controls should not outweigh their benefits, the City of Edinburg’s comprehensive framework of internal controls has been designed to provide reasonable rather than absolute assurance that the financial statements will be free from material misstatement. As management, we assert that, to the best of our knowledge and belief, this financial report is complete and reliable in all material respects.

The Charter of the City of Edinburg requires that the City Council appoint certified public accountants, who will be responsible to the Council, to perform an independent audit of all funds of the City on an annual basis. The City of Edinburg’s financial statements have been audited by Cascos & Associates, PC. The independent auditor concluded based upon the audit, that there was a reasonable basis for rendering an unmodified (“clean”) opinion that the City of Edinburg’s financial statements for the fiscal year ended September 30, 2024, are fairly presented in conformity with GAAP. The independent auditor’s report is presented as the first component of the financial section of this report.

The City of Edinburg is required to undergo an annual single audit in conformity with the provisions of the audit requirements of Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance). Information related to this Uniform Guidance, including the Schedule of Expenditures of Federal Awards, findings and recommendations, and auditors’ report on the internal control structure and compliance with applicable laws and regulations are included in the single audit section of this report.

GASB requires that management provide a narrative introduction, overview, and analysis to accompany the basic financial statements in the form of Management’s Discussion and Analysis (MD&A). This letter



of transmittal is designed to complement the MD&A and should be read in conjunction with it. The City of Edinburg's MD&A can be found immediately following the report of the independent auditors.

This report includes all funds of the City. In addition, the report includes the Edinburg Economic Development Corporation (EEDC) which comply with Governmental Accounting Standards Board (GASB) No. 14, "The Financial Reporting Entity." GASB Statement No. 14 requires that outside agencies be included if they are financially dependent upon the City or the governing body of the City can impose its will upon these agencies.

The EEDC was organized on behalf of the City of Edinburg for the specific public purpose of the promotion and development of commercial, industrial and manufacturing enterprises to promote and encourage employment and public welfare. The EEDC is governed by a five-member board of directors, each of which is appointed by the City Council. Any director may be removed from office by the City Council for cause or at will. The EEDC's primary source of revenue is sales tax revenues generated by the City of Edinburg. Exercise of all powers to affect the purposes of the corporation is subject at all times to the control of the Edinburg City Council. In addition, the City must approve amendments to EEDC's bylaws and articles of incorporation. The EEDC is a discretely presented component unit and is reported in a separate column in the government-wide financial statements to emphasize it is legally separate from the City.

PROFILE OF THE GOVERNMENT

The City was incorporated on September 19, 1919 under the laws of the State of Texas and adopted the Commission - Manager Form of government with the adoption of its Charter on April 1, 1949. A city charter election held on January 20, 1996 changed the City Commission to City Council and City Clerk to City Secretary.

The City Council is composed of the Mayor and four members, and is responsible for enacting ordinances, resolutions, and regulations governing the City, appointing members of various statutory and advisory boards and the City Manager, City Attorney, City Secretary, and Court Administrator. As chief administrative officer, the City Manager is responsible for the enforcement of laws and ordinances, and appoints and supervises the heads of departments of the City organization.

The City of Edinburg is the County Seat of Hidalgo County and is the third largest city in the Lower Rio Grande Valley. It is one of the major cities in the McAllen-Edinburg-Mission Metropolitan Statistical Area (MSA). The City is located about 226 miles south of San Antonio, 144 miles southwest of Corpus Christi and 20 miles north of the Mexican Border, on the north bank of the Rio Grande River directly across from Reynosa, Tamaulipas, Mexico. The City serves as the trade center for much of the Lower Rio Grande Valley. In addition, Edinburg is home to the University of Texas Rio Grande Valley with a student population of approximately 33,881. The City has a semitropical climate, with 22 inches of average annual rainfall and 327 annual agricultural growing days. The lower Rio Grande Valley has rich, fertile delta soil, much of which is irrigated. Crops consist of vegetables, cotton, grain, sugarcane and citrus.

The City provides a full range of services including police and fire protection, health services, planning and engineering, building safety, street maintenance, traffic control, parks operation and maintenance, recreation, library services, and utility services which include water, sanitary sewer and solid waste collection.

The financial administration of the City is vested by charter in the Department of Finance, the head of which is the Director of Finance. The Department of Finance operates under the direction of the Director of Finance, who is appointed by the City Manager. Charter required activities of the Department of Finance are, control of, custody and disbursement of City funds. Other activities of the department include water, sanitary sewer and solid waste billing and collection, payroll processing, data processing, purchasing and the preparation of the annual budget and interim and annual financial reports.

In accordance with the City Charter, on or before August 15, the City Manager submits to the City Council a proposed operating budget for the fiscal year commencing the following October 1. The operating budget includes proposed expenditures and the means of financing them for the upcoming year, along with estimates for the current year and actual data for the preceding year.

The City Charter requires that the budget be submitted in summary form. In addition, more detailed itemized line item budgets are included for administrative control. The level of control for the detailed budget is at the line item basis. The budget is legally enacted through the passage of an ordinance on or before September 15. Please refer to Note 2 in Notes to Financial Statements for more detail on budgets and budgetary accountings.

FACTORS AFFECTING FINANCIAL CONDITION

A growing population, diversified economy, decreasing unemployment rate, and increased income levels have all continued to benefit the City of Edinburg. Edinburg continues to benefit from growth at the University of Texas Rio Grande Valley (UTRGV) and increased employment from the many county and state agencies located within the city. Generally, the economic outlook for the City of Edinburg is stable and should remain so. According to the latest figures available from the U.S. Census Bureau, the city's population topped 100,243 in 2020, up by about 30% since 2010, making Edinburg the fastest growing community in the Rio Grande Valley. The City approved approximately \$219 million in residential investment in Fiscal Year 2023-2024, totaling nearly 809 new housing units. The local economy also benefited from more than \$99 million in new commercial investment. Total permitted development approached \$318 million in 2024.

Recent economic highlights include:

- In the month of January 2024, the City of Edinburg collaborated with the Edinburg Economic Development Corporation (EEDC) to engage in cooperative initiatives with the University of Texas Rio Grande Valley (UTRGV) to facilitate UTRGV Vaquero football games at the UTRGV Vackar Stadium.
- Edinburg's sales tax revenue in Fiscal Year 2024 was \$896,021 above Fiscal Year 2023. This represents a 3.25% increase, demonstrating the resilience of local businesses.

Local Economy. The City of Edinburg enjoys a favorable economic environment and local indicators point to continued stability. The region is continuously undergoing growth from a variety of industries which include healthcare, entertainment and others. Recent and undergoing major activities include:

Healthcare. The University of Texas System Regents invested \$50 million in a Regional Academic Health Center (RAHC) in the Rio Grande Valley. The University split the health center into four components in the Rio Grande Valley. Edinburg received a \$20 million biomedical research facility that will help improve the quality of life throughout the region. The research facility will provide state-of-the-art laboratory space and equipment for scholars and scientists to conduct research on critical health problems facing the Texas-Mexico border. Construction of the planned 45,500 square foot Edinburg complex will feature a laboratory animal resource facility, a Level 3 biological safety laboratory, offices, and other high-tech equipment. The University of Texas System leadership moved forward with a bold, transformational plan and created a new university in South Texas. The plan resulted in a single institution that spans the entire Rio Grande Valley, with a presence in each of the major metropolitan area of Brownsville, Edinburg, Harlingen, and McAllen.

Edinburg is home to the University of Texas Rio Grande Valley (UTRGV) Medical School. Construction was completed in 2016 for the 88,000 GSF facility equipped with modern classroom space, auditorium, clinical skills center, pre-clinical M.D. labs, administrative space and a gross anatomy teaching facility to support an interprofessional, collaborative educational experience. Funding of \$54,000,000 was appropriated from Permanent University Fund (PUF) Bond Proceeds.

The impact the medical school will have on the economy of the Rio Grande Valley after 10 years is as follows: more than 2,300 jobs primarily in biotechnology, pharmaceuticals, research and medical devices, created in the Rio Grande Valley that pay an average of \$80,000 per year; as many as 600 students attending medical school; more than 200 residents completing their training in local hospitals; and more than \$480 million each year in new economic activity across the Rio Grande Valley.

A multipurpose event center was constructed off of I-69C in 2018. The anchor tenant at the arena is the NBA Development League Rio Grande Valley Vipers. The Vipers begun playing in the new facility in 2018. The 115,799 square foot arena was built on 40 acres of land located on the east side of I-69C on Alberta Road. It features 8,500 seats, 10 luxury suites, 1,200 club seats, a restaurant/club area, locker rooms, and offices for sports team personnel, offices for facility management, and a marquee, and is designed to host a variety of entertainment events, including sporting events such as basketball and ice hockey, concerts, family shows and trade shows. The entire property includes nine additional pad sites for the development of a future hotel, restaurants, and more parking spaces.

Other. On September 20, 2022, the City approved the sale of 38 acres in the area that will house companies that are expanding, such as Nicho Produce, RGV CDL Services and more.

The City completed constructing a new \$2.7 million multi-use transit center in 2020. The 35,000 square foot mixed used building houses the new Valley Metro bus station, restaurants, and office spaces.

Due to the increase in companies locating their business at the City's industrial park located in the southwest quadrant of the city, the need to develop and build a second industrial park arose. The development of a 108-acre industrial park north of Edinburg moved forward with the approval of an engineering/construction contract funded by the Edinburg Economic Development Corporation. This North Industrial Park will help the City of Edinburg recruit new companies and provide local companies looking to relocate or expand within the City to relocate to the new industrial park along U.S. Highway 281 near Farm-to-Market Road 2812.

Holt Cat – Caterpillar Equipment, an engine dealer for South, Central, North and North East Texas, opened a 47,000-square foot full-service facility in Edinburg. The addition of a full-service store will help HOLT continue its strong commitment to serving the communities and businesses of South Texas and the Rio Grande Valley, where HOLT has been a dealer for more than 80 years.

In addition, the Edinburg Economic Development Corporation (EDC) continues to attract new businesses to the City. On September 2022, the EDC announced two new companies at the North Industrial Park, Nicho Produce and RGV CDL Services.

The City continues to grow by attracting new businesses, including Panera Bread, Dave's Hot Chicken, Pedro's Tacos & Tequila, Scooter's Coffee, 7 Brew Coffee, Cinnaholic, and a second Dunkin' Donuts location.

Long-term Financial Planning. Careful long-term financial planning is an important goal for the City. In 2021, 79% of all U.S. - Mexico trade goods are transported by land flow through South Texas. Edinburg is strategically located on one of the major conduits for these goods. The City of Edinburg's transportation network, including U.S. Expressway 281, is scheduled to be expanded into Interstate Highway 69. The state will be spending \$120 million more to upgrade roads leading to U.S. 281, which runs through the heart of the City directly to San Antonio.

Additional bonds will be considered in the future for additional public facilities, streets, and drainage improvements. The City's current bond ratings are as of last issue in each of the following categories:

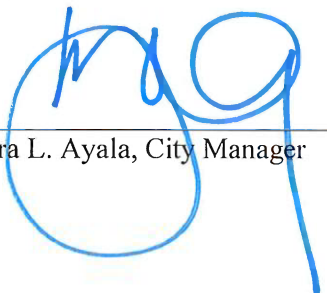
	<u>General Obligation</u>	<u>Revenue</u>
Standard and Poor's	AA-	A
Fitch Ratings	AA	AA-

Cash Management. All City operating funds are held in interest-bearing demand accounts in the depository bank. This money is protected by insurance from the Federal Deposit Insurance Corporation and by collateral interests in the depository's investment securities that are pledged against the City's deposits. Cash not required for operations is invested according to the City's written investment policy. The policy emphasizes safety and liquidity in investing public funds. The City's funds were invested through TexPool, the largest local government investment pool in the state of Texas.

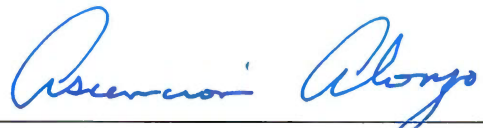
Acknowledgements. We wish to express our sincere appreciation to all members of the Finance Department who assisted and contributed to the preparation and completion of this report and to services of the independent auditor Cascos & Associates, PC.

We would also like to thank the Mayor and the Members of the City Council for their continued interest and support in planning and conducting the financial affairs of the City in a responsible and progressive manner.

Respectfully submitted,



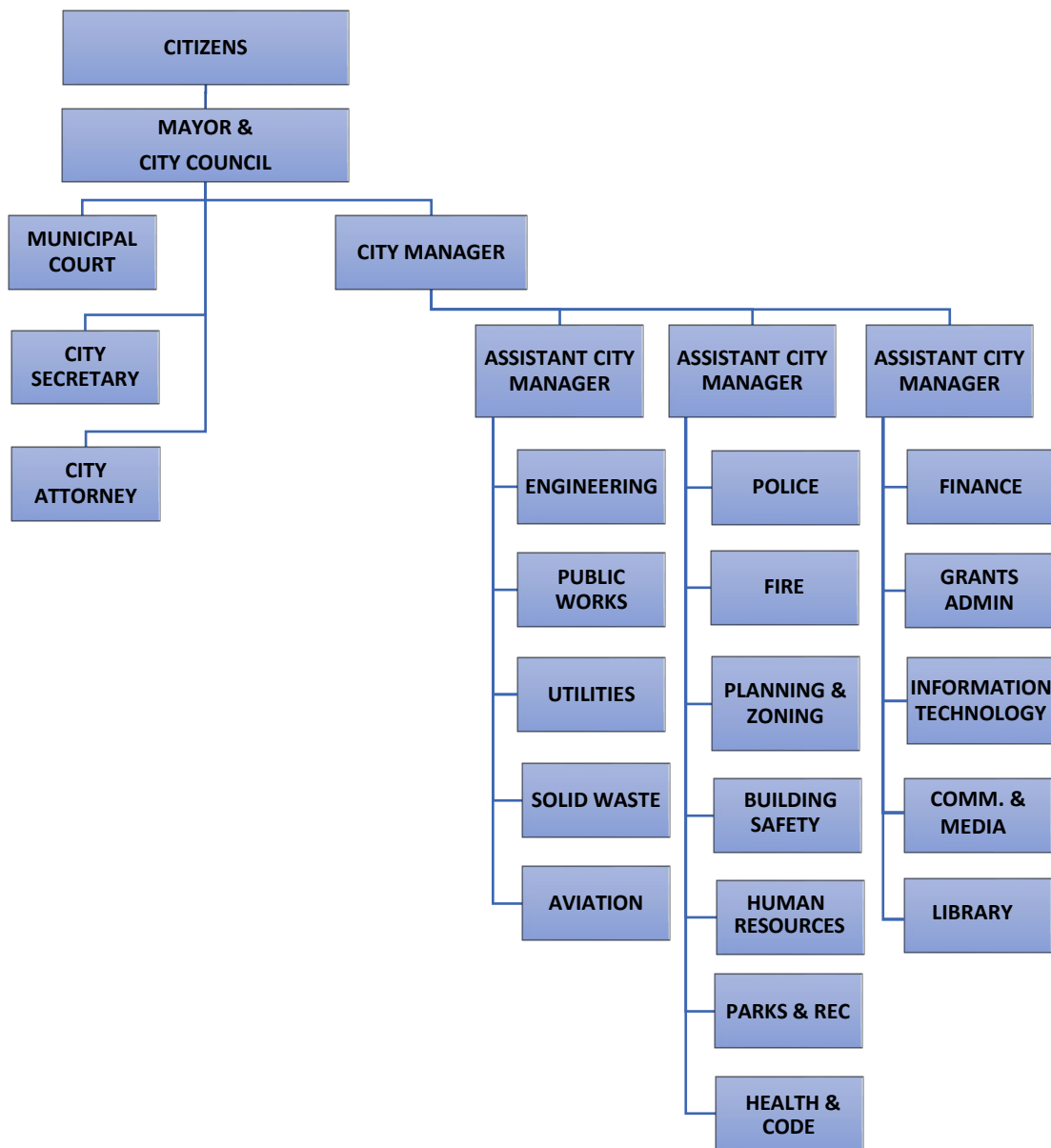
Myra L. Ayala, City Manager

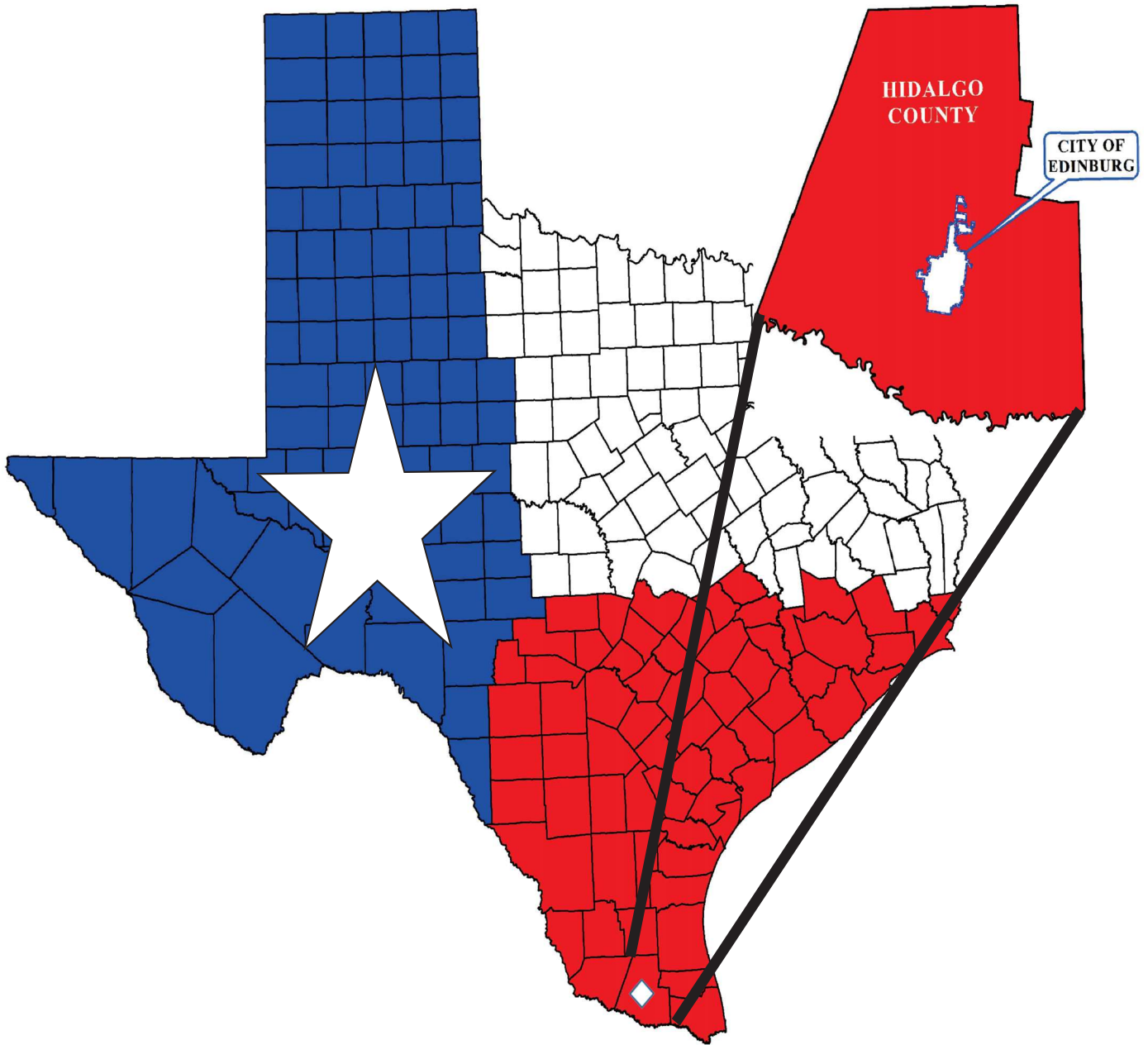


Ascencion Alonzo, Director of Finance



Organizational Chart







Cascos & Associates, PC

Certified Public Accountants

Audit/Accounting/Tax/Consulting

INDEPENDENT AUDITORS' REPORT

To the Honorable Mayor and Members
of the City Commission
City of Edinburg, Texas

Report on the Audit of the Financial Statements

Opinions

We have audited the accompanying financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information of the City of Edinburg, Texas (the "City"), as of and for the year ended September 30, 2024, and the related notes to the financial statements, which collectively comprise the City's basic financial statements as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information of the City, as of September 30, 2024, and the respective changes in financial position, and, where applicable, cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the City and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Emphasis of Matter

Removal of Component Unit

We draw attention to Note 1 of the financial statements, which describes the separation of the City from its component unit, the Boys' and Girls' Club of Edinburg, Inc. As of September 30, 2024, the City no longer exercises oversight responsibility for the Boys' and Girls' Club of Edinburg, Inc., resulting in its removal from the City's financial reporting entity. Our opinion is not modified in respect of this matter.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the City's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditors' Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the City's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis and budgetary comparison information, and pension and other post-employment benefits be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Supplementary Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the City's basic financial statements. The accompanying combining and individual nonmajor fund financial statements and schedule of expenditures of federal awards, as required by Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, are presented for purposes of additional analysis and are not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the combining and individual nonmajor fund financial statements and the schedule of expenditures of federal awards are fairly stated, in all material respects, in relation to the basic financial statements as a whole.

Other Information

Management is responsible for the other information included in the annual report. The other information comprises the introductory and statistical sections but does not include the basic financial statements and our auditors' report thereon. Our opinions on the basic financial statements do not cover the other information, and we do not express an opinion or any form of assurance thereon.

In connection with our audit of the basic financial statements, our responsibility is to read the other information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated March 31, 2025, on our consideration of the City's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the City's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering City's internal control over financial reporting and compliance.

A handwritten signature in blue ink that reads "Cascos & Associates, PC". The signature is written in a cursive, flowing style.

Cascos & Associates, PC
Brownsville, Texas
March 31, 2025

Management's Discussion and Analysis

As management of the City of Edinburg, we offer readers of the City of Edinburg financial statements this narrative overview and analysis of the financial activities of the City of Edinburg for the fiscal year ended September 30, 2024. We encourage readers to consider the information presented here in conjunction with additional information that we have furnished in our letter of transmittal listed in the table of contents.

Financial Highlights

- The assets and deferred outflows of the City exceeded liabilities and deferred inflows at the close of the current fiscal year by \$190,113,885 (net position).
- As of the close of the current fiscal year, the City's governmental funds reported combined ending fund balances of \$68,442,464, a decrease of \$5,073,424 from the prior year.
- At the end of the current fiscal year, unassigned fund balance for the General Fund was \$24,521,877, or 27.4 percent of total General Fund 2024-2025 budgeted expenditures.
- The City of Edinburg's total long-term debt decreased by \$17,222,414 or 6.1 percent during the current fiscal year.

Overview of the Financial Statements

This discussion and analysis is intended to serve as an introduction to the City of Edinburg's basic financial statements. The City of Edinburg's basic financial statements comprise three components: 1) government-wide financial statements, 2) fund financial statements, and 3) notes to the financial statements. In addition to the basic financial statements, the City's report also contains other supplementary information in addition to the basic financial statements themselves.

Government-wide financial statements. The government-wide financial statements are designed to provide readers with a broad overview of the City of Edinburg's finances, in a manner similar to a private-sector business.

The *statement of net position* presents information on all of the City of Edinburg's assets and deferred outflows, and liabilities and deferred inflows, with the difference reported as *net position*. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the City of Edinburg is improving or deteriorating.

The *statement of activities* presents information showing how the government's net position is reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. Thus, revenues and expenses are reported in this statement for some items that will only result in cash flows in future fiscal periods (e.g., uncollected taxes and earned but unused vacation leave).

Both of the government-wide financial statements distinguish functions of the City of Edinburg that are principally supported by taxes and intergovernmental revenues (governmental activities) from other functions that are intended to recover all or a significant portion of their costs through user fees and charges (business-type activities). The governmental activities of the City of Edinburg include general government, public safety, highways and streets, health and welfare, culture and recreation, urban redevelopment and housing, and economic development. The business-type activities of the City of Edinburg include a utility system (water and sanitary sewer services), golf course services, solid waste services, and airport services.

The government-wide financial statements include not only the City of Edinburg itself (known as the primary government), but also legally separate component units for which the City of Edinburg is financially accountable. Financial information for these component units is reported separately from the financial information presented for the primary government itself. With the exception of the Edinburg Economic Development Corporation, none of the other component units issue separate financial statements. Complete financial statements for this component unit may be obtained at its administrative office at:

Edinburg Economic Development Corporation
311 W. Freddy Gonzalez Dr.
Edinburg, Texas 78539

Fund financial statements. A *fund* is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The City of Edinburg, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. All of the funds of the City of Edinburg can be divided into three categories: governmental funds, proprietary funds, and fiduciary funds.

Governmental funds. *Governmental funds* are used to account for essentially the same functions reported as *governmental activities* in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on *near-term inflows and outflows of spendable resources*, as well as on *balances of spendable resources* available at the end of the fiscal year. Such information may be useful in evaluating a government's near-term financing requirements.

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for *governmental funds* with similar information presented for *governmental activities* in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the government's near-term financing decisions. Both the governmental fund balance sheet and the governmental fund statement of revenues, expenditures, and changes in fund balances provide a reconciliation to facilitate this comparison between *governmental funds* and *governmental activities*.

The City of Edinburg maintains twenty-six individual governmental funds. Information is presented separately in the governmental funds balance sheet and in the governmental funds statement of revenues, expenditures, and changes in fund balances for the general fund, grant, and capital projects fund, which are considered major funds. Data from the other governmental funds are combined into a single, aggregated presentation. Individual fund data for each of these non-major governmental funds is provided in the form of *combining statements*.

Proprietary funds. The City of Edinburg maintains two types of proprietary funds. *Enterprise funds* are used to report the same functions presented as *business-type activities* in the government-wide financial statements. The City of Edinburg uses enterprise funds to account for operations of its water and sanitary sewer system, golf courses, landfill and garbage collection, and airport. *Internal service funds* are an accounting device used to accumulate and allocate costs internally among the City of Edinburg's various functions. The City of Edinburg uses an internal service fund to account for its self-insured worker's compensation program. Because this service predominantly benefits governmental rather than business-type functions, they have been included within *governmental activities* in the government-wide financial statements.

Proprietary funds provide the same type of information as the government-wide financial statements, only in more detail. The proprietary fund financial statements provide separate information for the water and sewer system and solid waste operation, which are considered to be major funds of the City of Edinburg. Data from the other proprietary funds are combined into a single, aggregated presentation. Individual fund data for each of these non-major enterprise funds is provided in the form of *combining statements*. The internal service fund is presented separately in the proprietary fund financial statements.

Fiduciary funds. Fiduciary funds are used to account for resources held for the benefit of parties outside of the government. Fiduciary funds are *not* reflected in the government-wide financial statements because the resources of those funds are *not* available to support the City's own programs. The accounting used for fiduciary funds is much like that used for proprietary funds.

Notes to the financial statements. The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements.

Other information. In addition to the basic financial statements and accompanying notes, this report also presents certain *required supplementary information* concerning the City of Edinburg's progress in funding its obligation to provide other postemployment benefits (OPEB) to its employees. In addition, the City is required to present schedules concerning its net pension and OPEB liabilities and contributions related to its retirement and other postemployment benefits programs.

The City of Edinburg adopts an annual budget for its general fund. A budgetary comparison statement has been provided for the general fund to demonstrate compliance with this budget.

Government-wide Financial Analysis

As noted earlier, net position may serve over time as a useful indicator of a government's financial position. In the case of the City of Edinburg, assets exceeded liabilities by \$190,113,885 at the close of the most recent fiscal year.

	Governmental Activities		Business-Type Activities		Total	
	2024	2023	2024	2023	2024	2023
Current and Other Assets	\$ 93,199,139	\$ 104,589,479	\$ 99,893,290	\$ 98,196,755	\$ 193,092,429	\$ 202,786,234
Capital Assets	199,682,372	197,351,468	155,674,094	156,007,329	355,356,466	353,358,797
Total Assets	292,881,511	301,940,947	255,567,384	254,204,084	548,448,895	556,145,031
Deferred Outflows of Resource	15,223,017	19,644,064	8,997,948	10,300,909	24,220,965	29,944,973
Long-Term Liabilities	217,246,829	211,354,182	126,151,816	125,260,602	343,398,645	336,614,784
Other Liabilities	20,777,482	37,672,041	5,571,072	11,973,213	26,348,554	49,645,254
Total Liabilities	238,024,311	249,026,223	131,722,888	137,233,815	369,747,199	386,260,038
Deferred Inflows of Resources	5,209,079	5,835,455	7,599,697	7,924,942	12,808,776	13,760,397
Net Position						
Invested in Capital Assets,						
Net of Related Debt	43,304,576	38,570,514	55,832,091	48,346,710	99,136,667	86,917,224
Restricted	47,764,184	49,170,963	5,634,979	5,634,979	53,399,163	54,805,942
Unrestricted	\$ (26,197,622)	(21,018,144)	63,775,677	65,364,547	37,578,055	44,346,403
Total Net Position	\$ 64,871,138	\$ 66,723,333	\$ 125,242,747	\$ 119,346,236	\$ 190,113,885	\$ 186,069,569

By far, the largest portion of the City's net position reflects its investments in capital assets (e.g., land, buildings, machinery, and equipment), less any related debt used to acquire those assets that are still outstanding. The City of Edinburg uses these capital assets to provide services to citizens; consequently, these assets are not available for future spending. Although the City of Edinburg's investment in its capital assets is reported net of related debt, it should be noted that the resources needed to repay this debt must be provided from other sources, since the capital assets themselves cannot be used to liquidate these liabilities.

An additional portion of the City of Edinburg's net position (28.8 percent) represents resources that are subject to external restrictions regarding how they may be used.

The City reported a deficit balance of unrestricted net position for governmental and business-type activities. During the 2017-2018 year, the city implemented GASB 75, *Accounting and Financial Reporting for Postemployment Benefits other than Pensions*. Implementation of these standards resulted in the recording of a net OPEB liability and other postemployment benefits totaling \$31,008,214 for the current year, along with a current net pension liability of \$40,714,772. This accounts for the unrestricted net position reported at September 30, 2024.

For business-type activities, the City of Edinburg is able to report positive balances in two of the three categories of net position.

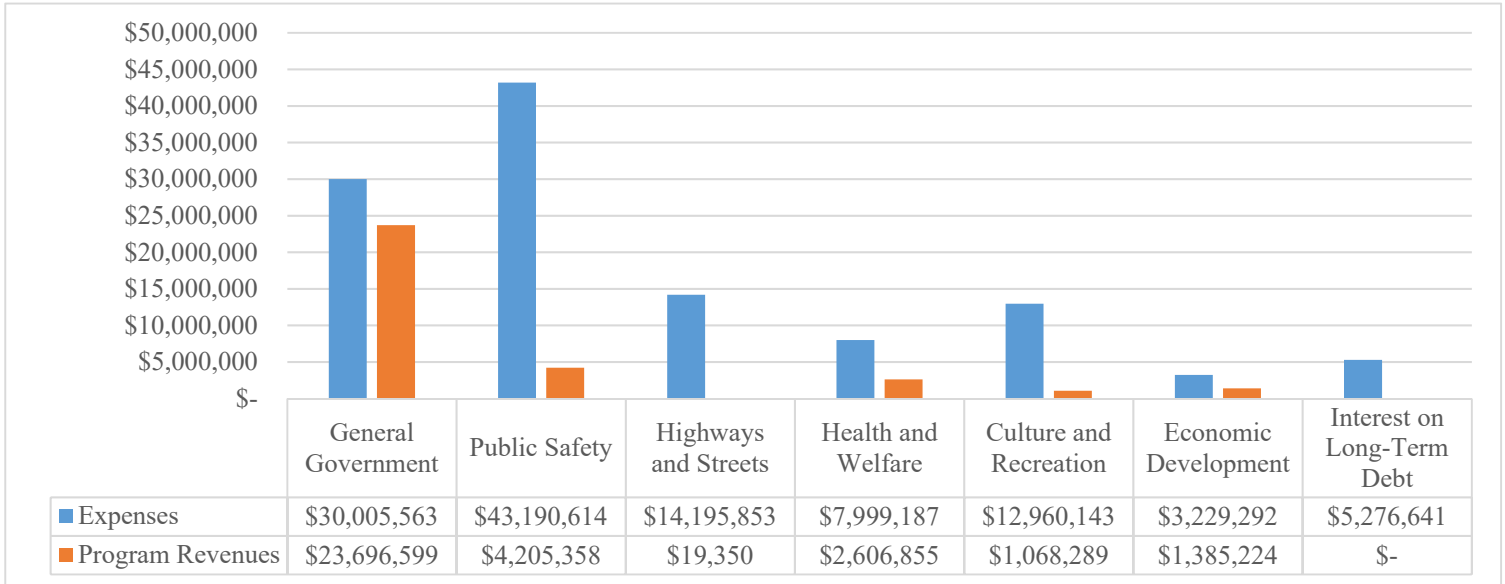
The following table presents details on revenues and expenses for both governmental activities and business-type activities.

Total revenues generated from both governmental and business-type activities for this year amounted to \$170,255,056. Expenses were \$166,210,740 thus increasing net position by \$4,044,316.

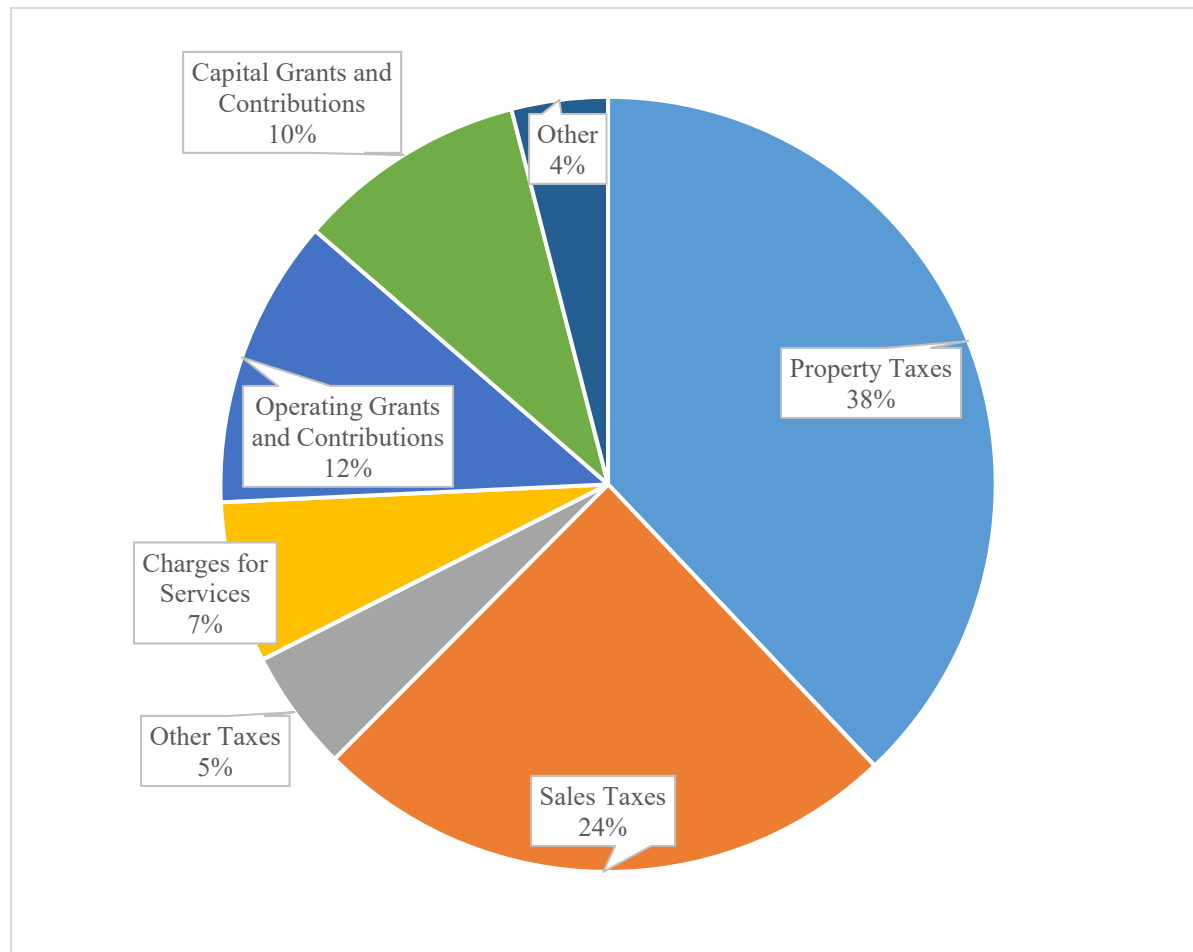
	Governmental Activities		Business-Type Activities		Total	
	2024	2023	2024	2023	2024	2023
Revenues:						
Program Revenues:						
Charges for Services	\$ 7,798,967	\$ 8,345,365	\$ 52,567,209	\$ 49,345,610	\$ 60,366,176	\$ 57,690,975
Operating Grants and Contributions	14,026,470	8,657,137	-	-	14,026,470	8,657,137
Capital Grants and Contributions	11,156,238	913,367	-	-	11,156,238	913,367
General Revenue:						
Property Taxes	43,976,660	39,549,563	-	-	43,976,660	39,549,563
Other Taxes	34,323,227	33,477,509	-	-	34,323,227	33,477,509
Other	(2,026,464)	4,266,160	8,432,749	2,790,752	6,406,285	7,056,912.00
Total Revenues	109,255,098	95,209,101	60,999,958	52,136,362	170,255,056	147,345,463
Expenses:						
General Government	30,005,563	22,946,455	-	-	30,005,563	22,946,455
Public Safety	43,190,614	39,002,410	-	-	43,190,614	39,002,410
Highways and Streets	14,195,853	13,008,517	-	-	14,195,853	13,008,517
Health and Welfare	7,999,187	6,708,631	-	-	7,999,187	6,708,631
Culture and Recreation	12,960,143	12,089,329	-	-	12,960,143	12,089,329
Urban Redevelopment and Housing						
Economic Development	3,229,292	2,579,526	-	-	3,229,292	2,579,526
Interest on Long-Term Debt	5,276,641	4,903,288	-	-	5,276,641	4,903,288
Water and Sewer Options	-	-	22,950,360	24,086,632	22,950,360	24,086,632
Solid Waste Operations	-	-	20,911,991	18,579,086	20,911,991	18,579,086
Golf Course Services	-	-	2,798,754	2,709,970	2,798,754	2,709,970
Airport Services	-	-	2,692,342	2,894,168	2,692,342	2,894,168
Total Expenses	116,857,293	101,238,156	49,353,447	48,269,856	166,210,740	149,508,012
Increases (Decreases) in						
Net Position before Transfers	(7,602,195)	(6,029,056)	11,646,511	3,866,506	4,044,316	(2,162,550)
Transfers	5,750,000	5,350,000	(5,750,000)	(5,750,000)	-	(400,000)
Changes in Net Position	\$ (1,852,195)	(679,056)	5,896,511	(1,883,494)	4,044,316	(2,562,550)
Net Position October 1, 2023	66,723,333	67,286,841	119,346,236	121,229,730	186,069,569	188,516,571
Prior Period Adjustments		115,547		-	-	115,547
Net Position September 30, 2024	\$ 64,871,138	\$ 66,723,332	\$ 125,242,747	\$ 119,346,236	\$ 190,113,885	\$ 186,069,568

Governmental activities. Governmental activities decreased the City of Edinburg’s net position by \$1,852,195. For the fiscal year 2023-2024 the City decrease is related to debt payments, equipment needs and personnel. For this reason, the General Fund adopted budget was approved with a deficit by City Council, which caused the net position to decrease at the end of the year.

Expenses and Program Revenues - Governmental Activities

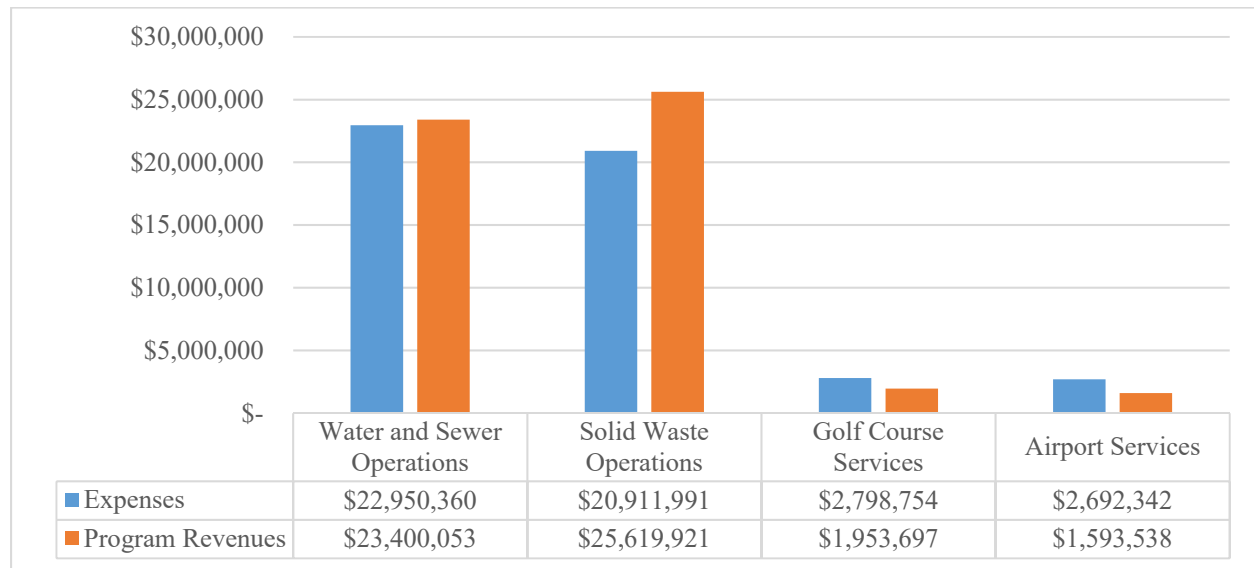


Revenues by Source - Governmental Activities

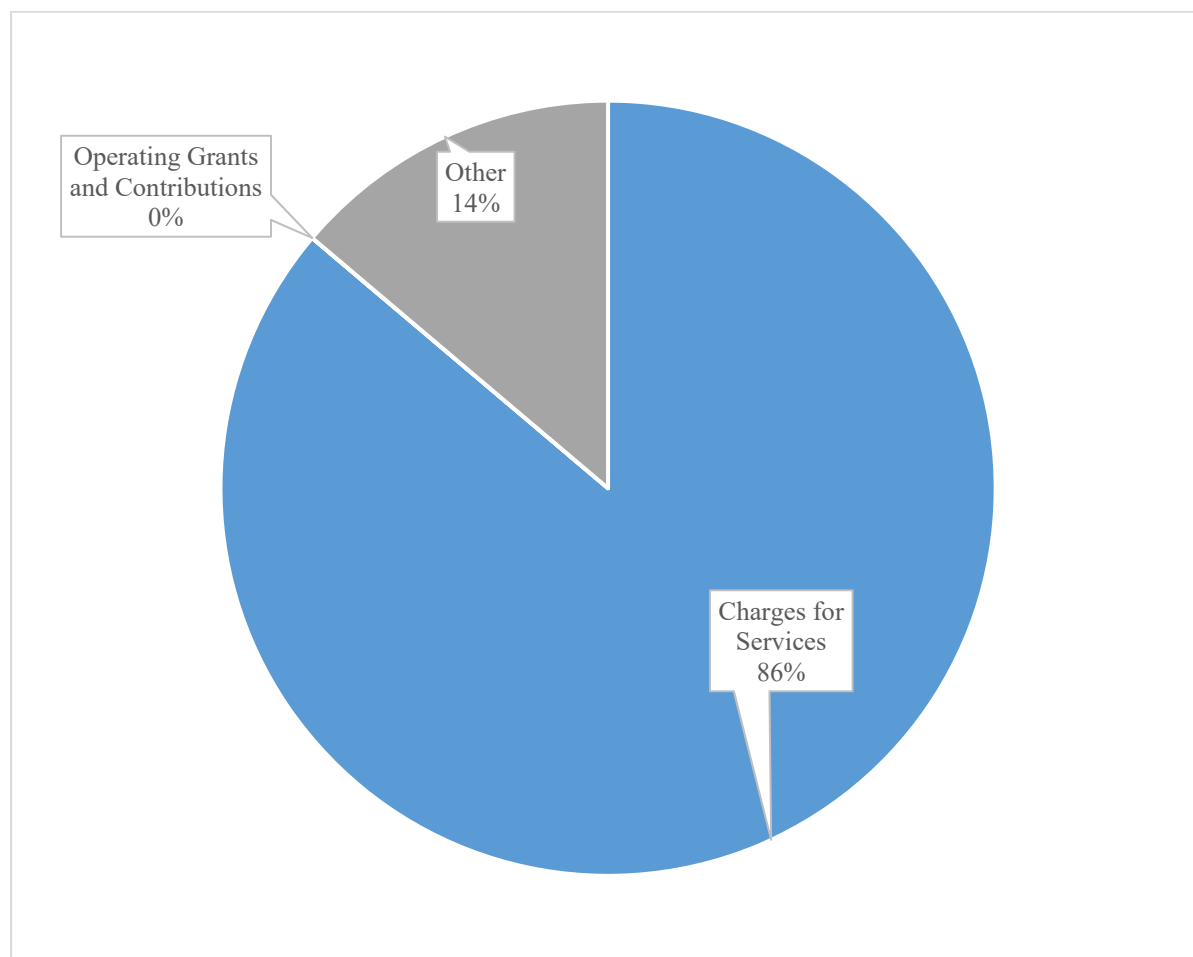


Business-type activities. Business-type activities increased the City of Edinburg’s net position by \$5,896,511. The increase is attributed to an eleven percent (11%) rate increase adopted on March 1, 2024 and decreases in the supplies, materials and other operational cost.

Expenses and Program Revenues - Business Type Activities



Revenues by Source - Business Type Activities



Financial Analysis of Government's Funds

As noted earlier, the City of Edinburg uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements.

Governmental funds. The focus of the City of Edinburg's governmental funds is to provide information on near-term inflows, outflows, and balances of spendable resources. Such information is useful in assessing the City of Edinburg's financing requirements. In particular, unassigned fund balance may serve as a useful measure of a government's net resources available for spending at the end of the fiscal year.

At the end of the current fiscal year, the City of Edinburg's governmental funds reported combined ending fund balances of \$68,442,464, a decrease of \$5,073,424 in comparison with the prior year. \$24,521,877 constitutes unassigned fund balance for all governmental funds, which is available for spending at the City's discretion. The remainder of the fund balance \$43,920,587 falls under a restricted, committed, assigned and non-spendable category.

The General Fund is the main operating fund of the City of Edinburg. At the end of the current fiscal year, unassigned fund balance of the General Fund was \$24,521,877 while total fund balance increased to \$27,601,138. As a measure of the General Fund's liquidity, it may be useful to compare both unassigned fund balance and total fund balance to total fund expenditures. Unassigned fund balance represents 27.4 percent of total General Fund 2024-2025 budgeted expenditures. Total fund balance represents 30.9 percent of total General Fund 2024-2025 budgeted expenditures.

During the current fiscal year, the net change in fund balance of the City of Edinburg's General Fund was decreased of \$3,666,535. The key components and factors in this decrease are as follows:

- Increase in lease principal and interest payments.
- Increase in the City's General Insurances.
- Increase in Subscriptions Financing and Subscriptions as required by GASB 96.

The Debt Service Fund has a total fund balance of \$875,912, all of which is restricted for the payment of debt service. The net increase in fund balance during the current year in the Debt Service Fund was \$171,093. This increase is due to higher collection of property taxes resulting in additional revenue.

Proprietary funds. The City of Edinburg proprietary funds provide the same type of information found in the government-wide financial statements, but in more detail.

As of September 30, 2024, total unrestricted net position amounted to \$63,775,677. The Water, Sewer, and Solid Waste Management Funds had unrestricted net position of \$52,856,140 and \$11,974,160 respectively. The other non-major funds ended the year with unrestricted net position totaling (\$1,054,623).

General Fund Budgetary Highlights

The final amended expenditure budget was \$9,196,60 more than the original budget. This represented the carrying encumbrances from the prior year of \$1,373,223 that were restricted and reserved in the 2022-2023 fiscal year and \$3,823,383 for additional expenditures required to complete the 2023-2024 fiscal year.

The major final projected revenues compared to actual revenues are as follows:

Taxes

- Ad valorem tax revenues were \$48,581 above the budgeted amount. This was due to collection rate improving for ad valorem taxes.
- Sales tax revenues were \$1,683,403 below the budgeted amount. Although we had an actual increase of \$896,021 over Fiscal Year Ending September 30, 2023, Sales Tax Revenue were 5.6% below budgeted amount. Sales tax Revenues increases have been an ongoing trend of the positive economic impact the City of Edinburg has been experiencing the last few years
- Franchise and other taxes were \$461,720 below the budgeted amount due to ongoing change from TV Cable to streaming media and decrease in mixed beverage consumption.
- Interest revenue was \$29,322 below the budgeted amount due to volatile interest rates during the Fiscal Year.

Capital Asset and Debt Administration

Capital assets. The City of Edinburg's investment in capital assets for its governmental and business type activities as of September 30, 2024 amounts to \$355,356,466 (net of accumulated depreciation). This investment in capital assets includes land, buildings and improvements, machinery and equipment, streets, storm drainage, sanitary sewer system, a water system and right-to-use lease assets. The total increase in the City of Edinburg's investment in capital assets for the current fiscal year was .56 percent, (1.2 percent increase for governmental activities and a .21 percent decrease for business-type activities).

Major capital asset events during the current fiscal year included the following:

- Governmental activities increased due to the amounts paid for Ebony Hills Golf Course Improvements (\$676,783), Municipal Waterpark Renovations (\$126,135), De Zavala City School Park (\$563,062), Police Station Roof (\$575,000), A.C.E. Center (\$4,320,520), Parking Garage (\$257,638), Schunior Drainage Detention Pond (\$245,205), Alberta Road Reconstruction (\$2,010,576), Doolittle Drainage Detention Pond (\$1,921,008), and Veterans Drainage Detention Pond (\$124,317).
- Business-type activities had an increase due to amounts paid for an Elevated Water Storage Tank (\$1,241,043), Shalom Sewer Project (\$247,641), and the construction of a new Waste Water Treatment Plant (\$3,807,362).
- The addition of \$174,208 in subscription assets, as per the adoption of the GASB 96 pronouncement.

Additional information on the City of Edinburg's capital assets can be found in note 7, in the notes to the financial statements.

	Governmental Activities		Business-Type Activities		Total	
	2024	2023	2024	2023	2024	2023
Land/Other	\$ 24,844,261	\$ 24,844,261	\$ 27,283,298	\$ 26,783,298	\$ 52,127,559	\$ 51,627,559
Building and System	96,415,499	79,585,420	186,923,898	96,021,950	283,339,397	175,607,370
Improvements other than Build	185,746,695	54,109,023	38,925,357	13,299,940	224,672,052	67,408,963
Furniture and Equipment	51,871,236	16,517,389	49,708,969	16,349,466	101,580,205	32,866,855
Right-to-Use Lease Assets	-	2,906	1,020,388	31,924	1,020,388	34,830
Software subscription assets	851,962	459,589	4,075	2,142	856,037	461,731
Construction in Progress	34,838,167	21,832,880	8,819,712	3,518,609	43,657,879	25,351,489
Total	\$ 394,567,820	\$ 197,351,468	\$ 312,685,697	\$ 156,007,329	\$ 707,253,517	\$ 353,358,797

Long-term debt. At the end of the current fiscal year, the City of Edinburg had total long-term debt outstanding of \$263,027,096.

The City's total debt decreased by \$17,222,414 or 6.14 percent, during the current fiscal year. The City maintains a "AA" rating from Standard and Poor's for its general obligation bonds and a "AA-" rating from Standard and Poor's for its utility system revenue bonds.

Additional information on the City of Edinburg's long-term debt can be found in note 8, in the notes to the financial statements.

	Governmental Activities		Business-Type Activities		Total	
	2024	2023	2024	2023	2024	2023
General Obligation Bonds	\$ 97,027,466	\$ 102,199,338	9,146,215	9,962,934	\$ 106,173,681	\$ 112,162,272
Tax Increment Bonds	36,369,433	37,380,597	-	-	36,369,433	37,380,597
Notes Payable	7,257,022	-	-	-	-	-
Financing Lease Obligations	8,735,777	11,629,909	15,053,491	18,628,461	23,789,268	30,258,370
Compensated Absences	6,346,490	5,968,707	774,863	747,500	7,121,353	6,716,207
Revenue Bonds	-	-	76,125,335	79,851,021	76,125,335	79,851,021
Reimbursement Obligation-Dev	6,748,753	7,675,436	-	-	6,748,753	7,675,436
Landfill Closure and Post-Closure	-	-	6,699,273	6,205,607	6,699,273	6,205,607
Total	\$ 162,484,941	\$ 164,853,987	\$ 107,799,177	\$ 115,395,523	\$ 263,027,096	\$ 280,249,510

Economic Factors and Next Year's Budgets and Rates

- The unemployment rate for the City of Edinburg is currently 6.2 percent. The state and national average unemployment rates are currently 4.2 percent and 4.1 percent, respectively.
- Appraisal values used in preparing the 2024-2025 budget increased \$441,467,630 over the prior year, or 6.53 percent higher than the prior year. The City approved a tax rate of (\$0.6300 per \$100 assessed valuation).

Requests for Information

This financial report is designed to provide a general overview of the City of Edinburg's finances for all those with an interest in the government's finances. Questions concerning any of the information provided in this report or requests for additional financial information should be addressed to the Office of the Director of Finance, 415 West University Drive, Edinburg, Texas, 78541.

CITY OF EDINBURG, TEXAS
STATEMENT OF NET POSITION
EXHIBIT 1-A

	Primary Government			Component Units
	Governmental Activities	Business-Type Activities	Total	Edinburg Economic Development Corporation
SEPTEMBER 30, 2024				
Assets				
Cash and Cash Equivalents	\$ 23,326,809	\$ 2,305,088	\$ 25,631,897	\$ 14,660,961
Taxes Receivable, Net	8,877,707	-	8,877,707	-
Accounts Receivable, Net	2,976,643	11,447,346	14,423,989	-
Accrued Interest Receivable	104	-	104	-
Leases Receivable, Net	17,398	5,788	23,186	-
Due from Other Governments	1,121,622	-	1,121,622	-
Notes Receivable	1,241,930	-	1,241,930	20,624,226
Internal Balances	204,650	(204,650)	-	-
Due from Primary Government	-	-	-	1,532,561
Due from Component Unit	10,878	-	10,878	-
Inventories	57,894	980,947	1,038,841	-
Prepaid Items	148,802	8,052,998	8,201,800	-
Restricted Assets:				
Cash and Cash Equivalents	46,611,391	45,817,669	92,429,060	10,099,517
Cash with Fiscal Agent	8,603,311	31,488,104	40,091,415	-
Capital Assets:				
Land and Construction in Progress	59,682,428	36,103,010	95,785,438	6,041,510
Other Capital Assets, Net of Depreciation	139,364,215	118,655,563	258,019,778	641,009
Right of Use Lease Assets, Net of Amortization	-	915,311	915,311	39,251
Subscription-Based Information Technology Arrangements, Net of Amortization	635,729	210	635,939	-
Total Assets	<u>292,881,511</u>	<u>255,567,384</u>	<u>548,448,895</u>	<u>53,639,035</u>
Deferred Outflows of Resources				
Deferred Outflows Related to Debt Refunding	246,391	703,562	949,953	1,315,319
Deferred Outflows Related to TMRS Pension	10,704,374	3,474,965	14,179,339	67,296
Deferred Outflows Related to TESRS Pension	403,738	-	403,738	-
Deferred Outflows Related to TMRS OPEB Obligation	368,851	113,223	482,074	2,830
Deferred Outflows Related to MED OPEB Obligation	3,499,663	1,226,057	4,725,720	14,672
Deferred Outflows Related to Landfill Closure Costs	-	3,480,141	3,480,141	-
Total Deferred Outflows of Resources	<u>15,223,017</u>	<u>8,997,948</u>	<u>24,220,965</u>	<u>1,400,117</u>
Liabilities				
Accounts Payable	3,951,578	2,005,560	5,957,138	5,994,395
Accrued Liabilities	2,782,719	1,075,245	3,857,964	41,034
Accrued Interest Payable	394,680	121,966	516,646	127,212
Due to Primary Government	-	-	-	10,878
Due to Component Unit	1,532,561	-	1,532,561	-
Deposits	305,065	2,003,815	2,308,880	-
Retainage Payable	205,280	351,626	556,906	-
Unearned Revenue	11,605,599	-	11,605,599	-
Non-Current Liabilities:				
Due within One Year	10,125,532	7,594,751	17,720,283	1,695,018
Due in More Than One Year	152,538,682	100,425,532	252,964,214	29,874,629
Right-to-Use Lease Liabilities	-	697,649	697,649	-
Subscription-Based Information Technology Arrangement Liabilities	306,463	-	306,463	-
TMRS Net Pension Liabilities	30,359,746	9,444,488	39,804,234	223,118
TESRS Net Pension Liabilities	910,538	-	910,538	-
TMRS OPEB Obligations	1,321,573	396,642	1,718,215	10,848
MED Plan OPEB Obligations	21,684,295	7,605,614	29,289,909	79,284
Total Liabilities	<u>238,024,311</u>	<u>131,722,888</u>	<u>369,747,199</u>	<u>38,056,416</u>
Deferred Inflows of Resources				
Deferred Inflows Related to Leases Receivable	-	5,778	5,778	-
Deferred Inflows Related to TMRS Pension	647,199	177,051	824,250	6,661
Deferred Inflows Related to TMRS OPEB Obligation	548,536	171,016	719,552	4,002
Deferred Inflows Related to MED Plan OPEB Obligation	4,013,344	1,410,585	5,423,929	10,815
Deferred Inflows Related to Landfill Closure Costs	-	5,721,994	5,721,994	-
Other Deferred Inflows	-	113,273	113,273	-
Total Deferred Inflows of Resources	<u>5,209,079</u>	<u>7,599,697</u>	<u>12,808,776</u>	<u>21,478</u>
Net Position (Deficit)				
Net Investment in Capital Assets	43,304,576	55,832,091	99,136,667	6,701,932
Restricted For:				
Debt Service	3,902,858	5,634,979	9,537,837	5,197,442
Capital Acquisition	29,273,650	-	29,273,650	1,539,212
Other	10,537,382	-	10,537,382	780,000
Unrestricted	(22,147,328)	63,775,677	41,628,349	2,742,672
Total Net Position (Deficit)	<u>\$ 64,871,138</u>	<u>\$ 125,242,747</u>	<u>\$ 190,113,885</u>	<u>\$ 16,961,258</u>

See Accompanying Notes to the Financial Statements.

CITY OF EDINBURG, TEXAS
STATEMENT OF ACTIVITIES
EXHIBIT 1-B

FOR THE YEAR ENDED SEPTEMBER 30, 2024

FOR THE YEAR ENDED SEPTEMBER 30, 2024		Program Revenues			Net (Expenses) Revenues and Changes in Net Position			Edinburg Economic Development Corporation
Functions/Programs	Expenses	Charges for Services	Operating Grants and Contributions	Capital Grants and Contributions	Governmental Activities	Business-type Activities	Total	
PRIMARY GOVERNMENT:								
Governmental Activities:								
General Government	\$ 30,005,563	\$ 5,085,724	\$ 8,610,875	\$ 10,000,000	\$ (6,308,964)	\$ -	\$ (6,308,964)	
Public Safety	43,190,614	566,087	3,639,271	-	(38,985,256)	-	(38,985,256)	
Highways and Streets	14,195,853	-	19,350	-	(14,176,503)	-	(14,176,503)	
Health and Welfare	7,999,187	1,349,881	1,256,974	-	(5,392,332)	-	(5,392,332)	
Culture and Recreation	12,960,143	797,275	-	271,014	(11,891,854)	-	(11,891,854)	
Economic Development	3,229,292	-	500,000	885,224	(1,844,068)	-	(1,844,068)	
Interest on Long-Term Debt	5,276,641	-	-	-	(5,276,641)	-	(5,276,641)	
Total Governmental Activities	116,857,293	7,798,967	14,026,470	11,156,238	(83,875,618)	-	(83,875,618)	
Business-Type Activities:								
Water and Sewer Operations	22,950,360	23,400,053	-	-	-	449,693	449,693	
Solid Waste Operations	20,911,991	25,619,921	-	-	-	4,707,930	4,707,930	
Golf Course Services	2,798,754	1,953,697	-	-	-	(845,057)	(845,057)	
Airport Services	2,692,342	1,593,538	-	-	-	(1,098,804)	(1,098,804)	
Total Business-Type Activities	49,353,447	52,567,209	-	-	-	3,213,762	3,213,762	
Total Primary Government	\$ 166,210,740	\$ 60,366,176	\$ 14,026,470	\$ 11,156,238	(83,875,618)	3,213,762	(80,661,856)	
Component Units:								
Economic Development and Assistance	\$ 16,645,924	\$ -	\$ -	\$ -				\$ (16,645,924)
Interest on Long-Term Debt	1,175,652	-	-	-				(1,175,652)
Total Component Units	\$ 17,821,576	\$ -	\$ -	\$ -				(17,821,576)
General Revenues:								
Taxes								
Property Taxes					43,976,660	-	43,976,660	-
Sales Taxes					28,448,597	-	28,448,597	9,482,866
Hotel Occupancy Tax					1,094,213	-	1,094,213	-
Franchise Taxes					4,544,149	-	4,544,149	-
Other Taxes					236,268	-	236,268	-
Investment Earnings					4,657,521	2,643,466	7,300,987	673,360
Contributions					-	3,850,000	3,850,000	-
Other					(6,683,985)	1,939,283	(4,744,702)	1,026,170
Transfers In (Out)					5,750,000	(5,750,000)	-	-
Total General Revenues and Transfers					82,023,423	2,682,749	84,706,172	11,182,396
Change in Net Position					(1,852,195)	5,896,511	4,044,316	(6,639,180)
Net Position - Beginning of Year					66,723,333	119,346,236	186,069,569	23,600,438
Net Position - End of Year					\$ 64,871,138	\$ 125,242,747	\$ 190,113,885	\$ 16,961,258

See Accompanying Notes to the Financial Statements.

CITY OF EDINBURG, TEXAS
BALANCE SHEET - GOVERNMENTAL FUNDS
EXHIBIT 2-A

<u>SEPTEMBER 30, 2024</u>	<u>General Fund</u>	<u>Grants Fund</u>	<u>Capital Projects Fund</u>	<u>Nonmajor Governmental Funds</u>	<u>Total Governmental Funds</u>
Assets					
Cash and Cash Equivalents	\$ 18,612,849	\$ 105,288	\$ 1,522,802	\$ 2,360,096	\$ 22,601,035
Taxes Receivables	8,804,377	-	-	610,345	9,414,722
Allowance for Uncollectible Taxes	(427,715)	-	-	(109,300)	(537,015)
Accounts Receivables, Net	2,625,361	-	-	350,929	2,976,290
Leases Receivables, Net	11,406	-	-	5,992	17,398
Note Receivable	-	-	-	1,241,930	1,241,930
Due from Other Governments	-	565,012	170,198	386,412	1,121,622
Due from Other Funds	483,478	-	-	245,525	729,003
Due from Component Unit	10,878	-	-	-	10,878
Inventories	57,894	-	-	-	57,894
Prepaid Items	146,652	-	-	2,150	148,802
Restricted Assets:					
Cash & Cash Equivalents	-	11,281,200	30,289,493	5,040,698	46,611,391
Cash with Fiscal Agent	5,551,917	-	-	3,051,394	8,603,311
Total Assets	<u>35,877,097</u>	<u>11,951,500</u>	<u>31,982,493</u>	<u>13,186,171</u>	<u>92,997,261</u>
Liabilities					
Accounts Payable	1,730,413	1,403,706	475,396	342,063	3,951,578
Accrued Liabilities	2,589,605	16,566	-	4,688	2,610,859
Deposits	305,065	-	-	-	305,065
Retainage Payable	-	-	205,280	-	205,280
Due to Other Funds	250	524,103	-	-	524,353
Due to Component Unit	1,532,561	-	-	-	1,532,561
Unearned Revenue	15,000	8,931,442	2,272,745	386,412	11,605,599
Total Liabilities	<u>6,172,894</u>	<u>10,875,817</u>	<u>2,953,421</u>	<u>733,163</u>	<u>20,735,295</u>
Deferred Inflows of Resources					
Deferred Inflows from Loans Receivable	-	-	-	1,241,930	1,241,930
Deferred Inflows from Taxes	2,091,681	-	-	468,911	2,560,592
Deferred Inflows from Leases	11,384	-	-	5,596	16,980
Total Deferred Inflows of Resources	<u>2,103,065</u>	<u>-</u>	<u>-</u>	<u>1,716,437</u>	<u>3,819,502</u>
Fund Balances					
Nonspendable					
Inventory	57,894	-	-	-	57,894
Prepays	146,652	-	-	2,150	148,802
Restricted For:					
Debt Service	-	-	-	3,902,858	3,902,858
Capital Projects	-	-	29,029,072	244,578	29,273,650
Other Purposes	2,874,714	1,075,683	-	6,586,985	10,537,382
Unassigned	24,521,878	-	-	-	24,521,878
Total Fund Balances	<u>27,601,138</u>	<u>1,075,683</u>	<u>29,029,072</u>	<u>10,736,571</u>	<u>68,442,464</u>
Total Liabilities, Deferred Inflows of Resources and Fund Balances	<u>\$ 35,877,097</u>	<u>\$ 11,951,500</u>	<u>\$ 31,982,493</u>	<u>\$ 13,186,171</u>	<u>\$ 92,997,261</u>

See Accompanying Notes to the Financial Statements.

CITY OF EDINBURG, TEXAS
RECONCILIATION OF THE BALANCE SHEET - GOVERNMENTAL FUNDS
TO THE GOVERNMENTAL ACTIVITIES - STATEMENT OF NET POSITION
EXHIBIT 2-B

SEPTEMBER 30, 2024

Total Fund Balances - Governmental Funds Balance Sheet	\$ 68,442,464
Amounts Reported for Governmental Activities in The Statement of Net Position ("SNP") Are Different Because:	
1.) Capital assets used in governmental activities are not reported in the funds.	199,046,643
2.) Property taxes receivable unavailable to pay for current period expenditures are deferred in the funds.	2,560,592
3.) Loans receivable are not available to pay for current period expenditures and are deferred in the funds.	1,241,930
4.) Other receivables unavailable to pay for current period expenditures are deferred in the funds.	16,980
5.) Deferred outflows for losses on bond refunding are not reported in the funds.	246,391
6.) Payables for bond principal, which are not due in the current period, are not reported in the funds.	(144,989,453)
7.) Payables for bond interest, which are not due in the current period, are not reported in the funds.	(394,680)
8.) Payables for compensated absences, which are not due in the current period, are not reported in the funds.	(4,436,909)
9.) Other long-term payables, which are not due in the current period are not reported in the funds.	(13,237,852)
10.) Payables for the City's pension liability and OPEB obligations, which are not due in the current period, are not reported in the funds.	(54,276,152)
11.) Deferred outflows of resources related to pensions and OPEB obligations are not reported in the funds.	14,976,626
12.) Deferred inflows of resources related to pensions and OPEB obligations are not reported in the funds.	(5,209,079)
13.) Subscription-based information technology arrangement assets used in governmental activities are not reported in the funds.	635,729
14.) Subscription-based information technology arrangement liabilities used in governmental activities are not reported in the funds.	(306,463)
15.) Lease accrued interest revenue receivable are not reported in the funds.	104
16.) The assets and liabilities of the internal service fund are included in governmental activities in the statement of net position.	554,267
Net Position of Governmental Activities - Statement of Net Position	<u><u>\$ 64,871,138</u></u>

See Accompanying Notes to the Financial Statements.

CITY OF EDINBURG, TEXAS
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES
IN FUND BALANCES-GOVERNMENTAL FUNDS
EXHIBIT 2-C

FOR THE YEAR ENDED SEPTEMBER 30, 2024	General Fund	Grants Fund	Capital Project Funds	Nonmajor Governmental Funds	Total Governmental Funds
Revenues					
Taxes:					
Property Taxes	\$ 34,394,378	\$ -	\$ -	\$ 9,280,592	\$ 43,674,970
General Sales and Use Taxes	28,448,597	-	-	-	28,448,597
Franchise Tax	4,445,912	-	-	98,237	4,544,149
Other Tax	236,268	-	-	1,094,213	1,330,481
Licenses and Permits	1,349,881	-	-	-	1,349,881
Intergovernmental Revenue and Grants	529,372	11,145,189	-	2,351,909	14,026,470
Charges for Services	5,066,133	-	-	384,336	5,450,469
Fines and Forfeits	869,599	-	-	129,018	998,617
Investment Earnings	1,700,678	738,641	1,764,389	453,813	4,657,521
Contributions	2,000,000	-	8,271,016	885,222	11,156,238
Other	243,464	-	-	-	243,464
Total Revenues	<u>79,284,282</u>	<u>11,883,830</u>	<u>10,035,405</u>	<u>14,677,340</u>	<u>115,880,857</u>
Expenditures					
Current:					
General Government	19,791,543	8,360,737	27,280	264,713	28,444,273
Public Safety	38,012,579	2,520,572	576,215	471,717	41,581,083
Highways and Streets	8,847,605	19,350	4,665,988	-	13,532,943
Health and Welfare	6,789,228	42,355	-	1,342,576	8,174,159
Culture and Recreation	11,505,224	-	6,770,006	1,147,736	19,422,966
Economic Development	46,337,022	697,741	-	926,683	47,961,446
Debt Service:					
Principal Retirements	42,323,543	-	-	5,536,033	47,859,576
Interest and Other Charges	180,546	-	395,257	5,331,401	5,907,204
Total Expenditures	<u>173,787,290</u>	<u>11,640,755</u>	<u>12,434,746</u>	<u>15,020,859</u>	<u>212,883,650</u>
Excess (Deficiency) of Revenues Over (Under) Expenditures	<u>(94,503,008)</u>	<u>243,075</u>	<u>(2,399,341)</u>	<u>(343,519)</u>	<u>(97,002,793)</u>
Other Financing Sources (Uses)					
Issuance of Notes Payable	46,337,022	-	-	-	46,337,022
Proceeds from Right-to-Use Leases	2,511	-	-	10,023	12,534
Proceeds from Subscription-Based Information Technology Arrangements	534,766	-	-	-	534,766
Sale of Real and Personal Property	39,295,047	-	-	-	39,295,047
Transfers In	5,750,000	-	2,123,415	4,039,614	11,913,029
Transfers Out	(1,082,873)	-	(2,123,415)	(2,956,741)	(6,163,029)
Total Other Financing Sources (Uses)	<u>90,836,473</u>	<u>-</u>	<u>-</u>	<u>1,092,896</u>	<u>91,929,369</u>
Net Change in Fund Balances	(3,666,535)	243,075	(2,399,341)	749,377	(5,073,424)
Fund Balances - Beginning of Year	<u>31,267,673</u>	<u>832,608</u>	<u>31,428,413</u>	<u>9,987,194</u>	<u>73,515,888</u>
Fund Balances - End of Year	<u>\$ 27,601,138</u>	<u>\$ 1,075,683</u>	<u>\$ 29,029,072</u>	<u>\$ 10,736,571</u>	<u>\$ 68,442,464</u>

See Accompanying Notes to the Financial Statements.

CITY OF EDINBURG, TEXAS
RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES, AND
CHANGES IN FUND BALANCES - GOVERNMENTAL FUNDS TO THE
GOVERNMENTAL ACTIVITIES - STATEMENT OF ACTIVITIES
EXHIBIT 2-D

SEPTEMBER 30, 2024

Net Change in Fund Balances - Total Governmental Funds	\$ (5,073,424)
Amounts Reported for Governmental Activities in The Statement of Activities ("SOA") are Different Because:	
1.) Capital outlays are not reported as expenses in the SOA.	16,286,069
2.) The depreciation of capital assets used in governmental activities is not reported in the funds.	(13,955,165)
3.) Certain property tax revenues are deferred in the funds. This is the change in these amounts for the year.	301,690
4.) Certain revenues are deferred in the funds. This is the change in these amounts for the year.	124,701
5.) Bond, capital lease, and subscription-based information technology arrangement proceeds are reported as other financing sources in the funds, but are not in the SOA.	(46,871,788)
6.) Payment of reduction of long term debt are expenditures in the funds, but is not an expense in the SOA.	50,091,159
7.) Changes in the net pension liability for retirement are not recognized in the funds, but are in the SOA.	(512,384)
8.) Changes in the net OPEB obligation are not recognized in the funds, but are in the SOA.	(1,202,256)
9.) Amortization of bond premiums and discounts is not reported in the funds.	(647,003)
10.) Amortization of deferred outflows and inflows related to bond refunding is not reported in the funds.	(169,210)
11.) (Increase) decrease in accrued interest from beginning of period to end of period.	152,874
12.) Internal service funds are used by management to charge to costs of certain activities to individual funds.	325
13.) Compensated absences are reported as the amount is incurred in the SOA, but as the amount is paid in the funds.	(377,783)
Change in Net Position of Governmental Activities - Statement of Activities	<u><u>\$ (1,852,195)</u></u>

See Accompanying Notes to the Financial Statements.

CITY OF EDINBURG, TEXAS
STATEMENT OF NET POSITION
PROPRIETARY FUNDS
EXHIBIT 3-A

	Business-type Activities-Enterprise Funds				Activities - Internal Service Worker's Compensation Fund
SEPTEMBER 30, 2024	Water and Sewer Fund	Solid Waste Management Fund	Nonmajor Enterprise Funds	Total Enterprise Funds	
Assets					
Current Assets:					
Cash and Cash Equivalents	\$ 1,969,987	\$ 24,014	\$ 311,087	\$ 2,305,088	\$ 725,774
Accounts Receivable, Net	8,020,380	3,372,928	54,038	11,447,346	353
Lease Receivable, Net	-	-	5,788	5,788	-
Due from Other Funds	-	15,098	-	15,098	-
Inventories	861,317	19,907	99,723	980,947	-
Prepaid Items	8,052,991	7	-	8,052,998	-
Restricted Assets:					
Cash and Cash Equivalents	22,774,402	21,882,667	1,160,600	45,817,669	-
Cash with Fiscal Agent	28,391,214	2,702,619	394,271	31,488,104	-
Total Current Assets	70,070,291	28,017,240	2,025,507	100,113,038	726,127
Noncurrent Assets:					
Capital Assets:					
Land	10,470,420	11,812,723	5,000,155	27,283,298	-
Buildings	175,149,893	5,462,158	6,311,847	186,923,898	-
Improvements Other Than Buildings	6,060,684	19,475,026	13,389,647	38,925,357	-
Furniture and Equipment	15,161,552	32,010,188	2,537,229	49,708,969	-
Accumulated Depreciation	(103,552,635)	(37,957,494)	(15,392,532)	(156,902,661)	-
Right-to-Use Lease Assets	51,164	13,364	955,860	1,020,388	-
Accumulated Amortization- Right-to-Use-Leases	(32,891)	(2,376)	(69,810)	(105,077)	-
Subscription-Based Information Technology Arrangements	-	-	4,075	4,075	-
Accumulated Amortization- Subscription-Based Information Technology Arrangements	-	-	(3,865)	(3,865)	-
Construction in Progress	7,950,492	559,720	309,500	8,819,712	-
Total Capital Assets	111,258,679	31,373,309	13,042,106	155,674,094	-
Total Noncurrent Assets	111,258,679	31,373,309	13,042,106	155,674,094	-
Total Assets	181,328,970	59,390,549	15,067,613	255,787,132	726,127
Deferred Outflows of Resources					
Deferred Outflows Related to Debt Refundings	520,011	-	183,551	703,562	-
Deferred Outflows Related to Pension	1,565,920	1,469,542	439,503	3,474,965	-
Deferred Outflows Related to OPEB Obligation	51,118	47,775	14,330	113,223	-
Deferred Outflows Related to MED OPEB Obligation	577,050	493,582	155,425	1,226,057	-
Deferred Outflows Related to Landfill Closure Costs	-	3,480,141	-	3,480,141	-
Total Deferred Outflows of Resources	2,714,099	5,491,040	792,809	8,997,948	-
Liabilities					
Current Liabilities:					
Accounts Payable	1,519,165	358,423	127,972	2,005,560	-
Accrued Liabilities	632,056	351,729	91,460	1,075,245	171,860
Deposits	1,910,834	88,681	4,300	2,003,815	-
Retainage Payable	351,626	-	-	351,626	-
Due to Other Funds	4,600	8,900	206,248	219,748	-
Accrued Interest	100,078	21,747	141	121,966	-
Current Portion of Compensated Absences	171,859	124,599	54,037	350,495	-
Current Portion of Revenue Bonds	3,635,000	-	-	3,635,000	-
Current Portion of General Obligation Bonds	-	370,000	-	370,000	-
Current Portion of Right-to-Use Lease Liabilities	11,459	5,303	191,161	207,923	-
Current Portion of Subscription-Based Information Technology Arrangement Liabilities	-	-	323	323	-
Current Portion of Financing Leases	1,262,901	1,595,925	172,184	3,031,010	-
Total Current Liabilities	9,599,578	2,925,307	847,826	13,372,711	171,860

CITY OF EDINBURG, TEXAS
STATEMENT OF NET POSITION
PROPRIETARY FUNDS
EXHIBIT 3-A

	Business-type Activities-Enterprise Funds				Activities - Internal Service Worker's Compensation Fund
SEPTEMBER 30, 2024	Water and Sewer Fund	Solid Waste Management Fund	Nonmajor Enterprise Funds	Total Enterprise Funds	
Noncurrent Liabilities					
Compensated Absences	182,986	190,245	63,997	437,228	-
Revenue Bonds, Net of Unamortized Discounts and Premiums	72,490,334	-	-	72,490,334	-
General Obligation Bonds, Net of Unamortized Discounts and Premiums	-	8,617,211	159,005	8,776,216	-
Financing Leases Payable	3,865,700	7,708,928	447,853	12,022,481	-
Landfill Closure and Post Closure Costs Payable	-	6,699,273	-	6,699,273	-
Right-to-Use Lease Liabilities	5,757	6,844	685,048	697,649	-
Subscription-Based Information Technology Arrangements	-	-	-	-	-
Net Pension Liability	4,262,049	3,987,290	1,195,149	9,444,488	-
Net OPEB Obligation	179,218	167,208	50,216	396,642	-
Net MED OPEB Obligation	3,560,061	3,077,752	967,801	7,605,614	-
Total Noncurrent Liabilities	84,546,105	30,454,751	3,569,069	118,569,925	-
Total Liabilities	94,145,683	33,380,058	4,416,895	131,942,636	171,860
Deferred Inflows of Resources					
Deferred Intflow Related to Landfill Closure Costs	-	5,721,994	-	5,721,994	-
Deferred Inflows Related to Pension	80,274	74,333	22,444	177,051	-
Deferred Inflows Related to OPEB Obligation	77,170	72,207	21,639	171,016	-
Deferred Inflows Related to MED OPEB Obligation	653,784	576,094	180,707	1,410,585	-
Deferred Intflows Related to Leases	-	-	5,778	5,778	-
Other Deferred Intflows	87,500	13,645	12,128	113,273	-
Total Deferred Inflows of Resources	898,728	6,458,273	242,696	7,599,697	-
Net Position					
Net Investment in Capital Assets and Lease Assets	30,507,539	13,069,098	12,255,454	55,832,091	-
Restricted for Debt Service	5,634,979	-	-	5,634,979	-
Unrestricted	52,856,140	11,974,160	(1,054,623)	63,775,677	554,267
Total Net Position	\$ 88,998,658	\$ 25,043,258	\$ 11,200,831	\$ 125,242,747	\$ 554,267

See Accompanying Notes to the Financial Statements.

CITY OF EDINBURG, TEXAS
STATEMENT OF REVENUES, EXPENSES, AND CHANGES
IN NET POSITION-PROPRIETARY FUNDS
EXHIBIT 3-B

	Business-type Activities - Enterprise Funds				Governmental Activities- Internal Service Worker's Compensation Fund
<u>FOR THE YEAR ENDED SEPTEMBER 30, 2024</u>	<u>Water and Sewer Fund</u>	<u>Solid Waste Management Fund</u>	<u>Nonmajor Enterprise Funds</u>	<u>Total Enterprise Funds</u>	
Operating Revenues:					
Water and Sewer Sales	\$ 22,541,888	\$ -	\$ -	\$ 22,541,888	\$ -
Garbage Collection and Disposal Charges	-	25,433,917	-	25,433,917	-
Fuel Flow Fees	-	-	1,593,118	1,593,118	-
Golf Course Fees and Memberships	-	-	1,616,444	1,616,444	-
Other Revenue	858,165	186,004	337,673	1,381,842	325
Total Operating Revenues	23,400,053	25,619,921	3,547,235	52,567,209	325
Operating Expenses:					
Salaries, Wages, and Employee Benefits	7,705,282	6,926,407	2,235,720	16,867,409	-
Supplies and Materials	2,495,096	3,194,086	280,037	5,969,219	-
Contractual and Other Services	5,064,290	3,140,421	749,728	8,954,439	-
Repairs and Maintenance	69,195	1,401,532	177,596	1,648,323	-
Other Operating Costs	1,013,137	1,663,992	1,197,928	3,875,057	-
Deprecation and Amortization	5,142,962	4,217,396	826,904	10,187,262	-
Total Operating Expenses	21,489,962	20,543,834	5,467,913	47,501,709	-
Operating Income (Loss)	1,910,091	5,076,087	(1,920,678)	5,065,500	325
Non-Operating Revenues (Expenses)					
Investment Earnings	1,398,020	1,226,810	18,636	2,643,466	-
Interest Expense	(1,460,398)	(368,157)	(23,183)	(1,851,738)	-
Contributions	3,850,000	-	-	3,850,000	-
Other	(78,696)	2,019,455	(1,476)	1,939,283	-
Total Non-Operating Revenues (Expenses)	3,708,926	2,878,108	(6,023)	6,581,011	-
Income (Loss) Before Transfers	5,619,017	7,954,195	(1,926,701)	11,646,511	325
Transfers In (Out)					
Transfers In	44,085,000	-	2,157,071	46,242,071	-
Transfers Out	(44,085,000)	(7,907,071)	-	(51,992,071)	-
Total Transfers In (Out)	-	(7,907,071)	2,157,071	(5,750,000)	-
Change in Net Position	5,619,017	47,124	230,370	5,896,511	325
Net Position - Beginning of Year	83,379,641	24,996,134	10,970,461	119,346,236	553,942
Net Position - End of Year	<u>\$ 88,998,658</u>	<u>\$ 25,043,258</u>	<u>\$ 11,200,831</u>	<u>\$ 125,242,747</u>	<u>\$ 554,267</u>

See Accompanying Notes to the Financial Statements.

CITY OF EDINBURG, TEXAS
STATEMENT OF CASH FLOWS
PROPRIETARY FUNDS
EXHIBIT 3-C

	Business-type Enterprise Funds				Governmental Activities- Internal Service Worker's Compensation Fund
	Water and Sewer Fund	Solid Waste Management Fund	Nonmajor Enterprise Funds	Total	
FOR THE YEAR ENDED SEPTEMBER 30, 2024					
CASH FLOWS FROM OPERATING ACTIVITIES					
Cash Received from Customers	\$ 19,315,709	\$ 25,865,422	\$ 3,589,110	\$ 48,770,241	\$ 13,644
Cash Payments to Employees for Services	(7,064,935)	(6,502,656)	(2,066,295)	(15,633,886)	38,608
Cash Payments for Other Operating Activities	(1,013,137)	-	(2,329,181)	(3,342,318)	-
Cash Payments to Other Suppliers for Goods and Services	(6,270,483)	(9,584,000)	-	(15,854,483)	-
Net Cash Provided (Used) by Operating Activities	4,967,154	9,778,766	(806,366)	13,939,554	52,252
CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES					
Operating Grants	14,855	19,750	-	34,605	-
Interfund Loan Or Loan Repayments Received	3,850,000	-	191,400	4,041,400	-
Transfers From Other Funds	44,085,000	-	2,157,071	46,242,071	-
Transfers To Other Funds	(44,085,000)	(7,907,071)	-	(51,992,071)	-
Net Cash Provided (Used) by Noncapital Financing Activities	3,864,855	(7,887,321)	2,348,471	(1,673,995)	-
CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES					
Principal Paid on Long-Term Debt	(5,143,556)	(2,716,638)	(696,069)	(8,556,263)	-
Proceeds from Capital Debt	-	851,761	955,860	1,807,621	-
Interest Paid on Long-Term Debt	(1,534,251)	(370,273)	(26,239)	(1,930,763)	-
Other Capital Payments	-	(712,240)	-	(712,240)	-
Other Capital Receipts	-	2,731,695	-	2,731,695	-
Acquisition or Construction of Capital Assets	(6,547,271)	(2,449,273)	(1,302,887)	(10,299,431)	-
Disposal of Capital Assets	445,403	-	-	-	-
Net Cash Provided/(Used) by Capital and Related Financing Activities	(12,779,675)	(2,664,968)	(1,069,335)	(16,959,381)	-
CASH FLOWS FROM INVESTING ACTIVITIES					
Interest from Investments	1,398,020	1,226,810	18,636	2,643,466	-
Rents Received	5,250	-	-	5,250	-
Net Cash Provided/(Used) by Investing Activities	1,403,270	1,226,810	18,636	2,648,716	-
Net Increase/(Decrease) in Cash	(2,544,396)	453,287	491,406	(1,599,703)	52,252
Cash and Cash Equivalents at Beginning of Year	55,679,999	24,156,013	1,374,552	81,210,564	673,522
Cash and Cash Equivalents at End of Year	\$ 53,135,603	\$ 24,609,300	\$ 1,865,958	\$ 79,610,861	\$ 725,774
Reconciliation of Operating Income to Net Cash Provided (Used) By Operating Activities:					
Operating Income (Loss)	\$ 1,910,091	\$ 5,076,087	\$ (1,920,678)	\$ 5,065,500	\$ 325
Adjustments to Reconcile Operating Income (Loss) to Net Cash Provided (Used) by Operating Activities:					
Depreciation and Amortization	5,142,962	4,217,396	826,904	10,187,262	-
Changes in Assets and Liabilities					
Decrease (Increase) in Accounts Receivable	(4,090,746)	252,079	42,875	(3,795,792)	13,319
Decrease (Increase) in Prepaid Items	-	(7)	53,225	53,218	-
Decrease (Increase) in Inventories	233,143	(1,644)	(11,168)	220,331	-
Decrease (Increase) in Deferred Outflows	578,556	549,755	174,650	1,302,961	-
Increase (Decrease) in Accounts Payable	786,129	(182,318)	34,051	637,862	-
Increase (Decrease) in Compensated Balances	1,553	37,515	1,155	40,223	-
Increase (Decrease) in Accrued Liabilities	294,261	213,900	86,461	594,622	38,608
Increase (Decrease) in Retainage Payable	338,826	-	-	338,826	-
Increase (Decrease) in Deposits	6,402	(6,578)	(1,000)	(1,176)	-
Increase (Decrease) in Deferred Inflows	(90,498)	(191,754)	(42,993)	(325,245)	-
Increase (Decrease) in Pensions	(143,525)	(185,665)	(49,848)	(379,038)	-
Total Adjustments	3,057,063	4,702,679	1,114,312	8,874,054	51,927
Net Cash Provided (Used) by Operating Activities	\$ 4,967,154	\$ 9,778,766	\$ (806,366)	\$ 13,939,554	\$ 52,252

CITY OF EDINBURG, TEXAS
STATEMENT OF FIDUCIARY NET POSITION
FIDUCIARY FUNDS
EXHIBIT 4-A

<u>SEPTEMBER 30, 2024</u>	<u>Developer's Escrow Fund</u>	<u>Custodial Funds</u>
Assets		
Cash and Cash Equivalents	\$ 124,333	\$ 124,333
Restricted Assets:		
Cash and Cash Equivalents	7,281,345	7,281,345
Total Assets	<u>7,405,678</u>	<u>7,405,678</u>
Liabilities		
Accounts Payable	<u>1</u>	<u>1</u>
Total Liabilities	<u>1</u>	<u>1</u>
Fund Balances		
Restricted For:		
Developers Escrow Deposits	7,405,677	7,405,677
Total Fund Balances	<u>7,405,677</u>	<u>7,405,677</u>
Total Liabilities and Fund Balances	<u><u>\$ 7,405,678</u></u>	<u><u>\$ 7,405,678</u></u>

See Accompanying Notes to the Financial Statements.

CITY OF EDINBURG, TEXAS
STATEMENT OF NET CHANGES CHANGES
FIDUCIARY FUNDS
EXHIBIT 4-B

<i>FOR THE YEAR ENDED SEPTEMBER 30, 2024</i>	Developer's Escrow Fund	Custodial Funds
Additions		
Developer Deposits	\$ 2,320,381	\$ 2,320,381
Other	465,173	465,173
Total Additions	<u>2,785,554</u>	<u>2,785,554</u>
Deductions		
Material Testing Fees	1,884	1,884
Release of Developer Escrow Deposits	1,687,300	1,687,300
Other	281,362	281,362
Total Deductions	<u>1,970,546</u>	<u>1,970,546</u>
Net Change	815,008	815,008
Fund Balance - Beginning of Year	6,590,669	6,590,669
Fund Balance - End of Year	<u><u>\$ 7,405,677</u></u>	<u><u>\$ 7,405,677</u></u>

See Accompanying Notes to the Financial Statements.

**CITY OF EDINBURG, TEXAS
NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEAR ENDED SEPTEMBER 30, 2024**

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The financial statements of the City of Edinburg, Texas (the “City”), have been prepared in conformity with generally accepted accounting principles generally accepted in the United States of America (GAAP) as applied to government units. The Governmental Accounting Standards Board (GASB) is the accepted primary standard-setting body for establishing governmental accounting and financial reporting principles.

As a local government, the City is not subject to federal income taxes under Internal Revenue Code Section 115. Furthermore, it is not subject to state sales tax.

Reporting Entity

The City was incorporated on September 19, 1919 under the Constitution of the State of Texas. The City operates under the council-manager form of government and provides a full range of municipal services as authorized by its charter. The services include public safety (police and fire), highways and streets, health and welfare, culture and recreation, conservation and development, general government services, solid waste, utilities (water and sewer), an international airport, and improvements.

Component Units

Discretely presented component units are reported in a separate column in the government-wide financial statements to emphasize their legal separateness from the City. Blended component units are, in substance, part of the primary government’s operations, even though they are legally separate entities. Therefore, blended component units are appropriately presented as funds of the primary government.

The Boys’ and Girls’ Club of Edinburg, Inc.

Effective September 30, 2024, the City removed the Boys’ and Girls’ Club of Edinburg, Inc. (the “Club”) from its financial reporting entity. This separation occurred due to the City no longer exercising oversight responsibility over the Club and the Club’s financial independence. As such, the Club no longer meets the criteria for inclusion in the City’s financial statements.

Prior to this separation, the Club was reported as a discretely presented component unit in the City’s financial statements. Following the separation, the Club now operates independently and prepares its own financial statements. The financial impact of this separation on the City’s financial position and operations is disclosed in the accompanying financial statements.

**CITY OF EDINBURG, TEXAS
NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEAR ENDED SEPTEMBER 30, 2024**

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - (CONTINUED)

Discretely Presented Component Units

The Edinburg Economic Development Corporation (the “EEDC”) was organized on behalf of the City of Edinburg for the specific public purpose of the promotion and development of commercial, industrial and manufacturing enterprises to promote and encourage employment and the public welfare. It was incorporated on April 23, 1990 and is considered a 501 (c) (4) corporation by the Internal Revenue Service.

A five-member board of directors, each of which is appointed by the City Council, governs the EEDC. Any director may be removed from office by the City Council for cause or at will. Exercise of all powers to affect the purposes of the corporation is subject at all times to the control of the Edinburg City Council. In addition, the City must approve amendments to EEDC’s Bylaws and Articles of Incorporation. The City has financial accountability because the voting majority of the board members are nominated by the City Council and a financial benefit/burden exists, allowing the City to impose its will. EEDC is presented as a governmental fund type and has a September 30 year-end.

Complete financial statements for this component unit may be obtained at its administrative office at:

Edinburg Economic Development Corporation
3111 W. Freddy Gonzalez Dr.
Edinburg, Texas 78539

Blended Component Unit

City of Edinburg, Texas Local Government Finance Corporation (LGFC) was created on January 16, 2007 by the City to assist with financing and constructing economic development projects within the City and manage tax increment reinvestment zones. The LGFC is a nonprofit local government corporation established in accordance with the provisions of Subchapter D of Chapter 431, Texas Transportation Code, as amended. Its primary source of revenues are tax increments paid to it from reinvestment zones within the City to discharge debt obligations incurred in connection with economic development projects.

The LGFC is governed by a five-member board of directors all of whom are members of the Edinburg City Council. Terms of office run concurrently with the respective terms of office on the City Council. The City can impose its will on the LGFC and a financial benefit/burden exists. Because the LGFC’s governing body is substantially the same as the governing body of the City, it is presented as a blended component unit in the financial statements. The LGFC does not issue separate financial statements.

Tax Increment Reinvestment Zones

Reinvestment Zone Number One, City of Edinburg, Texas (TIRZ # 1) established in 2007, is a reinvestment zone created by the City pursuant to the Tax Increment Financing Act, Chapter 311, Texas Tax Code. Creation of the tax increment zone along with an economic development agreement between the City, Hidalgo County, The Edinburg Economic Development Corporation, the City of Edinburg Local Government Finance Corporation, and the developer, allowed for property tax increment funding to support development activities relating to development of a retail shopping center containing approximately 800,000 square feet in multiple buildings.

TIRZ#1 has been combined with TIRZ # 4 (described below) and all revenues are now being used to pay obligations issued to fund the construction of a municipal facility. At the expiration of the term of the tax increment zone, any remaining tax increment revenues will be distributed into the general fund of the City in proportion to its contributions to the zone for the tax year most recently ended.

**CITY OF EDINBURG, TEXAS
NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEAR ENDED SEPTEMBER 30, 2024**

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - (CONTINUED)

TIRZ#1 has a board of directors composed of six members, with one of the members appointed by Hidalgo County and the remaining five members appointed by the City Council of the City. Each board member serves a two-year term. The zone is managed by the LGFC, which is presented as a blended component unit of the City.

Reinvestment Zone Number Three, City of Edinburg, Texas (TIRZ #3) is a reinvestment zone created by the City pursuant to the Tax Increment Financing Act, Chapter 311, Texas Tax Code. The zone was created on November 18, 2008. Creation of the tax increment zone along with an economic development agreement between the City of Edinburg, Hidalgo County, LGFC, and the developer, allows for property tax increment funding to TIRZ # 3 to support qualifying development activities related to 704 acres of land located in the northeast quadrant of the city. The developer will be responsible for the development and construction of the project at their cost and expense. In exchange, taxes generated in TIRZ # 3 will reimburse the developer for all, or a portion of reimbursable public infrastructure costs as defined in the agreement. Tax increment revenues are transferred to LGFC for the purpose of discharging obligations under the development agreement. Other than the City of Edinburg and Hidalgo County, no other taxing jurisdictions are participating in TIRZ # 3. The zone will terminate upon the earlier of (i) the date on which the reimbursement commitments or tax increment bonds have been fully paid or defeased in accordance with the terms of the development agreement or (ii) 30 years (December 31, 2037) from the effective date of the ordinance creating the zone. At the expiration of the term of the tax increment zone, any remaining tax increment revenues will be distributed into the general fund of the City in proportion to its contributions to the zone for the tax year most recently ended.

TIRZ#3 has a board of directors composed of five members, with one of the members appointed by Hidalgo County and the remaining four members appointed by the City Council of the City. Each board member serves a two-year term. The zone is managed by LGFC, which is presented as a blended component unit of the City.

Reinvestment Zone Number Four, City of Edinburg, Texas (TIRZ #4) is a reinvestment zone created by the City pursuant to the Tax Increment Financing Act, Chapter 311, Texas Tax Code. The zone was created on November 19, 2013. Creation of the tax increment zone allows for property tax increment funding to TIRZ #4 to support financing of costs associated with the construction of public improvements related to several development and redevelopment projects, including the construction of a municipal facility. On March 1, 2015 an agreement was entered into between the City, the LGFC, TIRZ # 1, TIRZ #4, and the EEDC. Under the terms of the agreement, the LGFC will aid in the financing, constructing, furnishing, and owning of an indoor multipurpose event center. The LGFC will be the landlord and lease the municipal facility as further described in the lease and development agreement. In connection with this agreement, the LGFC issued bonds to finance the construction. Under the terms of the agreement, the developer was responsible for half of the construction costs of the municipal facility and any cost overruns. Other than the City and Hidalgo County, no other taxing jurisdictions are participating in TIRZ # 4.

The zone will terminate on December 31, 2045, unless otherwise terminated earlier as a result of payment in full of all project costs or tax increment bonds, if issued.

TIRZ#4 has a board of directors composed of six members, with one of the members appointed by Hidalgo County and the remaining four members appointed by the City Council of the City. Each board member serves a two-year term. The zone is managed by LGFC, which is presented as a blended component unit of the City.

**CITY OF EDINBURG, TEXAS
NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEAR ENDED SEPTEMBER 30, 2024**

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - (CONTINUED)

Recently Issued Accounting Pronouncements

The Governmental Accounting Standards Board issued the following pronouncements, which are relevant to the City and became effective this fiscal year and have been implemented:

GASB Statement No. 100, Accounting Changes and Error Corrections

GASB Statement No. 100, Accounting Changes and Error Corrections, establishes accounting and financial reporting requirements for (a) accounting changes and (b) the correction of an error in previously issued financial statements (error correction). This Statement defines accounting changes as changes in accounting principles, changes in accounting estimates, and changes to or within the financial reporting entity and describes the transactions or other events that constitute those changes. This Statement prescribes the accounting and financial reporting for (1) each type of accounting change and (2) error corrections. This Statement requires that (a) changes in accounting principles and error corrections be reported retroactively by restating prior periods, (b) changes to or within the financial reporting entity be reported by adjusting beginning balances of the current period, and (c) changes in accounting estimates be reported prospectively by recognizing the change in the current period. This Statement requires disclosure in notes to financial statements of descriptive information about accounting changes and error corrections, such as their nature. In addition, information about the quantitative effects on beginning balances of each accounting change and error correction should be disclosed by reporting unit in a tabular format to reconcile beginning balances as previously reported to beginning balances as restated. Furthermore, this Statement addresses how information that is affected by a change in accounting principle or error correction should be presented in required supplementary information (RSI) and supplementary information (SI). The requirements of this Statement are effective for accounting changes and error corrections made in fiscal years beginning after June 15, 2023, and all reporting periods thereafter. GASB 100 was implemented by the City during the 2024 fiscal year.

The Governmental Accounting Standards Board has issued the following pronouncements, which are relevant to the City and will become effective in future years:

GASB Statement No. 101, Compensated Absences

GASB Statement No. 101, Compensated Absences' objective is to better meet the information needs of financial statement users by updating the recognition and measurement guidance for compensated absences. That objective is achieved by aligning the recognition and measurement guidance under a unified model and by amending certain previously required disclosures. The requirements of this Statement will take effect for financial statements starting with the fiscal year that ends December 15, 2023.

GASB Statement No. 102, Certain Risk Disclosures

GASB Statement No. 102, Certain Risk Disclosures' objective is to provide users of government financial statements with essential information about risks related to a government's vulnerabilities due to certain concentrations or constraints. This Statement requires a government to assess whether a concentration or constraint makes the primary government reporting unit or other reporting units that report a liability for revenue debt vulnerable to the risk of a substantial impact. Additionally, this Statement requires a government to assess whether an event or events associated with a concentration or constraint that could cause the substantial impact have occurred, have begun to occur, or are more likely than not to begin to occur within 12 months of the date the financial statements are issued. The requirements of this Statement are effective for fiscal years beginning after June 15, 2024, and all reporting periods thereafter.

**CITY OF EDINBURG, TEXAS
NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEAR ENDED SEPTEMBER 30, 2024**

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - (CONTINUED)

GASB Statement No. 103, Financial Reporting Model Improvements

GASB Statement No. 103, Financial Reporting Model Improvements' objective is to improve key components of the financial reporting model to enhance its effectiveness in providing information that is essential for decision making and assessing a government's accountability. This Statement also addresses certain application issues. The requirements of this Statement are effective for fiscal years beginning after June 15, 2025, and all reporting periods thereafter.

GASB Statement No. 104, Disclosure of Certain Capital Assets

GASB Statement No. 104, Disclosure of Certain Capital Assets' objective is to provide users of government financial statements with essential information about certain types of capital assets. This Statement requires certain types of capital assets to be disclosed separately in the capital assets note disclosures required by Statement 34. Lease assets recognized in accordance with Statement No. 87, Leases, and intangible right-to-use assets recognized in accordance with Statement No. 94, Public-Private and Public-Public Partnerships and Availability Payment Arrangements, should be disclosed separately by major class of underlying assets in the capital assets note disclosures. Subscription assets recognized in accordance with Statement No. 96, Subscription-Based Information Technology Arrangements, also should be separately disclosed. In addition, this Statement requires intangible assets other than those three types to be disclosed separately by major class. The requirements of this Statement are effective for fiscal years beginning after June 15, 2025, and all reporting periods thereafter.

The more significant accounting policies of the City are described below and on the following pages.

Government-wide and fund financial statements

The government-wide financial statements (i.e. the Statement of Net Position and the Statement of Activities) report information on all of the non-fiduciary activities of the primary government and its component units. Governmental activities, which normally are supported by taxes and intergovernmental revenues, are reported separately from business-type activities, which rely to a significant extent on fees and charges for support. Likewise, the primary government is reported separately from certain legally separate component units for which the primary government is financially accountable.

The Statement of Activities demonstrates the degree to which the direct expenses of a given function or segment is offset by program revenues. Direct expenses are those that are clearly identifiable with a specific function or segment. The City does not allocate indirect expenses to functions in the Statement of Activities. Program revenues include 1) charges to customers or applicants who purchase, use, or directly benefit from goods, services, or privileges provided by a given function or segment and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment.

Taxes and other items not properly included among program revenues are reported instead as general revenues.

Separate financial statements are provided for governmental funds, proprietary funds, and fiduciary funds, even though the latter are excluded from the government-wide financial statements. Major individual governmental funds and major individual enterprise funds are reported as separate columns in the fund financial statements.

CITY OF EDINBURG, TEXAS
NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEAR ENDED SEPTEMBER 30, 2024

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - (CONTINUED)

Measurement focus, basis of accounting, and financial statement presentation

The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting, as are the proprietary funds. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Property taxes are recognized as revenues in the year for which they are levied. Grants and similar items are recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

Governmental funds and component units are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the government considers revenues to be available if they are collected within 60 days of the end of the current fiscal period. Expenditures generally are recorded when a liability is incurred, similar to accrual accounting. However, debt service expenditures, as well as expenditures related to compensated absences and claims and judgments, are recorded only when the payment is due.

Proprietary funds are accounted for on a cost of services or “economic resources” measurement focus. This means that all assets and all liabilities (whether current or noncurrent) associated with their activity are included in their statements of net position. The City reports fiduciary fund types, in which the City accounts for assets received and held by the City in the capacity of trustee or custodian. Expenditures are made only in accordance with the purpose for which the assets are received and cannot be used to support the City’s programs.

The City issued revenue bonds to finance water and sewer system improvements. Both the water and sewer departments are accounted for in a single fund. Investors in the revenue bonds rely solely on the revenue generated by these activities for repayment. Financial information for the Water and Sewer Fund is included in Exhibits 3-A through 3-C.

Noncurrent portions of certain long-term receivables, such as property taxes, are reported on the balance sheets of governmental funds in spite of their measurement focus. Special reporting treatments are used to indicate that they should not be considered available spendable resources, since they do not represent net current assets. Recognition of governmental fund revenues represented by noncurrent receivables is deferred until they become current receivables and reported as a deferred inflow.

Those revenues susceptible to accrual are property taxes, franchise taxes, interest revenue of the current fiscal period and certain charges for services. Sales taxes collected and held by the intermediary collecting governments at year-end on behalf of the City are also recognized as revenue. All other revenue items are considered to be measurable and available only when cash is received by the government.

**CITY OF EDINBURG, TEXAS
NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEAR ENDED SEPTEMBER 30, 2024**

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - (CONTINUED)

The government reports the following major governmental funds:

- The *General Fund* is the government's primary operating fund. It accounts for all financial resources of the general government, except those required to be accounted for in another fund.
- The *Capital Projects Fund* is used to account for the acquisition and construction of the City's major capital facilities and infrastructure improvements, other than those financed by proprietary funds.
- The *Grant Fund* is used to account for federal, state and local awarded funds towards operations and infrastructure improvements in the City not accounted for in the General Fund.

The government reports the following major enterprise funds:

- The *Water and Sewer Fund* is used to account for water and sewer service revenue and expenses.
- The *Solid Waste Management Fund* is used to account for solid waste collections and landfill service revenues and expenses.

Additionally, the government reports the following fund types:

- *Debt Service Fund* accounts for the resources accumulated and payments made for principal and interest on long-term general obligation debt of governmental funds.
- *Special Revenue Funds* are used to account for the proceeds of specific revenue sources (other than debt service or major capital projects) that are legally restricted to expenditures for specified purposes.
- *Internal Service Fund*. The City was formerly self-insured with respect to worker's compensation and uses an internal service fund to account for the contributions from funds and payments of expenses related to claims made under the worker's compensation program. Internal service funds are used to account for the financing of goods and services provided by an activity to other departments, funds or component units of the City on a cost-reimbursement basis. The fund currently accounts for remaining run-out claims from previous periods. Because the principal users of the internal services were the City's governmental activities, the financial statements of the internal service fund are consolidated into the governmental column when presented in the government-wide financial statements.
- *Fiduciary Fund*. A *custodial fund*, the Developer's Escrow Fund, is used to report developer's deposits held in a custodial capacity.

As a general rule, the effect of interfund activity has been eliminated from the government-wide financial statements. Exceptions to this general rule are payments-in-lieu of taxes and other charges between the government's water and sewer and solid waste management functions and various other functions of the government. Elimination of these charges would distort the direct costs and program revenues reported for the various functions concerned.

**CITY OF EDINBURG, TEXAS
NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEAR ENDED SEPTEMBER 30, 2024**

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - (CONTINUED)

Proprietary funds distinguish operating revenues and expenses from non-operating items. Operating revenues and expenses generally result from providing services and producing and delivering goods in connection with a proprietary fund's principal ongoing operations. Operating expenses for enterprise funds and internal service funds include the cost of sales and services, administrative expenses, and depreciation on capital assets. All revenues and expenses not meeting this definition are reported as non-operating revenues and expenses.

Both the government-wide and proprietary fund financial statements apply all applicable GASB pronouncements.

Assets, Deferred Outflows of Resources, Liabilities, Deferred Inflows of Resources and Net Position

Cash and Cash Equivalents

The City's cash and cash equivalents are considered to be cash on hand, demand deposits and short-term investments with original maturities of three months or less from the date of acquisition.

Money market investments which are short-term, highly liquid debt instruments including commercial paper, banker's acceptances and U.S. Treasury and agency obligations that have a remaining maturity at time of purchase of one year or less are reported at amortized cost. Investments in entities (such as investment pools) that calculate net asset value per share and follow the requirements of GASB Statement No. 79 are also reported at amortized cost. All other investments are reported at fair value. However, if the fair value of an investment is significantly affected by the impairment of the credit standing of the issuer or by other factors, it is reported at fair value.

The City can legally invest in adequately secured investments in accordance with the Public Funds Investment Act. The City may also participate in any public funds investment pool created under the Interlocal Corporation Act. In general, this policy allows the City to invest in certificates of deposit, repurchase agreements, obligations of the U.S. Government and its agencies or instrumentalities, and state obligations.

The Edinburg Economic Development Corporation is authorized to invest in certificates of deposit, obligations of the U.S. Government and its agencies or instrumentalities, and state obligations.

Short-Term Interfund Receivables and Payables/Internal Balances

Short-term lending/borrowing between funds that result in amounts outstanding at the end of the fiscal year are referred to as "due to/from other funds". "Due to/from other funds" represent the current portion of interfund loans. With respect to the government-wide financial statements, any residual balances outstanding between the governmental activities and business-type activities are reported as "internal balances."

Advances between funds, reported in the fund financial statements, are classified as non-spendable fund balance in governmental funds to indicate that they are not available for appropriation and are not expendable available financial resources.

**CITY OF EDINBURG, TEXAS
NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEAR ENDED SEPTEMBER 30, 2024**

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - (CONTINUED)

Receivables and Payables

All trade receivables are shown net of an allowance for uncollectible accounts, as applicable. Included in accounts receivable of the City's Water and Sewer enterprise fund is an estimated amount for services rendered, but not billed as of the close of the year. The receivables are estimated by prorating subsequent cycle billings.

Property taxes are levied, by October 1, on the assessed value listed as of the prior January 1 for all real and business personal property in the City. Assessed values are an approximation of market values.

Taxes are due upon receipt of the tax bill and are delinquent if not paid before February 1 of the year following the year in which imposed. No discounts are offered. Tax liens attach on January 1 each year. The tax lien is part of a lawsuit for property that can be filed any time after taxes become delinquent. Generally, suits are filed on property after July 1. Collection costs of 15% may be added to all delinquent accounts. Current tax collections for the year ended September 30, 2024, were 98.66% of the tax levy.

Property taxes at the fund level are recorded as receivables and deferred inflows at the time the taxes are levied. Revenues are recognized as the property taxes are collected including those collected 60 days after the end of the year.

Taxes are prorated between general and debt service funds based on rates adopted for the year of the levy. For the year ended September 30, 2024, property tax rates were \$.5089 and \$.1211 for the general fund and the debt service fund, respectively, per \$100 of assessed value.

Accrued liabilities include amounts accrued for salaries and other payroll-related items.

Inventories

Inventories of governmental funds, consisting of fuel and office supplies, are valued at cost on the first-in, first-out basis. Inventories of proprietary funds, consisting of fuel and parts and supplies, are valued at cost on the first-in, first-out basis. Merchandise inventories are valued at lower of cost or market on the first-in, first-out basis. Inventories are recorded under the consumption method. Under this method, the expenditure is initially recorded as an asset and subsequently expensed upon usage.

Prepaid Items

Prepaid items consist of payments to vendors for costs applicable to future accounting periods. Prepaid items are recorded under the consumption method. Under this method, the expenditure is initially recorded as an asset and subsequently expensed over the periods service is provided.

**CITY OF EDINBURG, TEXAS
NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEAR ENDED SEPTEMBER 30, 2024**

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - (CONTINUED)

Restricted Assets

Certain assets of the City are classified as restricted assets on the statement of net position because their use is limited by law through constitutional provisions or enabling legislation; or by restrictions imposed externally by creditors, grantors, contributors or laws or regulations of other governments. Special restricted asset accounts have been established to account for the sources and uses of these limited use assets as follows:

The water and sewer revenue bond indentures require that during the period the bonds are outstanding, the City must maintain certain separate accounts and funds to account for the proceeds from the issuance of the revenue bonds and debt service deposits made from revenues. These restricted assets can be used only in accordance with the revenue bond indenture to pay the debt service payments on such bonds and costs associated with projects associated with the bonds.

In connection with an economic development agreement, the blended component unit, City of Edinburg Local Government Finance Corporation, is required to keep cash with a fiscal agent under a trust agreement. The cash is disbursed by the trustee in relation to construction costs and debt service requirements.

Developer's deposit accounts that are to be refunded upon satisfaction of all obligations due.

Capital Assets

Capital assets, which include property, plant, equipment, infrastructure assets (e.g., roads, bridges, sidewalks and similar items), right-to-use-leases, and subscription-based-information technology arrangements, are reported in the applicable governmental or business-type activities columns in the government-wide financial statements. The City defines capital assets as assets with an initial, individual cost of \$5,000 or more and an estimated useful life in excess of one year.

All capital assets are valued at historical cost or estimated historical cost if actual historical cost is not available. Donated capital assets are reported at acquisition value. During the year ending September 30, 2024, there were no donated capital assets.

The term of the lease must be the non-cancelable period during which the City has the right to use the tangible assets of another entity plus any periods in which either the lessee or the lessor has the sole option to extend the lease if it is reasonably certain the option will be exercised plus any periods in which either the lessee or the lessor has the sole option to terminate the lease if it is reasonably certain the option will not be exercised by that party and must not meet the definition of a short-term lease under GASB 87.

The City implemented GASB 96 for reporting Subscription-Based-Information Technology Arrangements (SBITAs) in the 2023 fiscal year. GASB 96 requires recognition of certain right-to-use subscription assets and liabilities for SBITAs in the financial statements.

The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend the asset life are not capitalized.

Gains or losses on dispositions of capital assets are included in income within the proprietary fund financial statements and in the governmental activities and business-type activities columns of the government-wide financial statements. In the governmental fund financial statements only the proceeds from the disposition are reported.

**CITY OF EDINBURG, TEXAS
NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEAR ENDED SEPTEMBER 30, 2024**

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - (CONTINUED)

Major outlays for capital assets and improvements are capitalized as projects are constructed. Interest expense on debt issuances is not capitalized on capital assets of during construction.

Depreciation of capital assets used by proprietary funds, including those acquired by contributed capital, is charged as an expense against their operations in the fund financial statements as well as the government-wide financial statements. Depreciation of general capital assets used by funds categorized as governmental activities is not provided in the fund financial statements; however, it is included in the gross expense by function in the government-wide Statement of Activities. Capital assets, net of accumulated depreciation, are reported on proprietary fund balance sheets and in both the governmental activities and business-type activities columns of the government-wide Statement of Net Position.

Depreciation has been provided over the estimated useful lives using the straight-line method. The estimated useful lives are as follows:

Assets	Useful Lives
Buildings and Improvements	10-50 years
Water and Sewer Systems	20-50 years
Infrastructure	15-40 years
Machinery and Equipment	3-10 years

Compensated Absences

It is the City's policy to permit employees to accumulate earned, but unused vacation and sick pay benefits. The City accrues a liability for sick leave using the vesting method. Vacation leave is accrued as a liability as the benefits are earned by employees when both the employees' rights are attributable to services already rendered and it is probable that the employer will compensate the employees for the benefits.

To the extent that the City's obligation is attributable to employees' services already rendered and it is probable that the City will compensate the employees for the benefits through paid time off or some other means, vacation benefits are accrued as liabilities (on a government-wide basis) as employees earn the benefits. On a fund financial statement basis for the governmental funds, only matured liabilities and liabilities expected to be liquidated with current assets are accrued. Sick leave benefits are accrued as a liability as employees earn the benefits, but only to the extent that it is probable the City will compensate the employees through cash payments conditioned on the employees' termination or retirement.

Compensated absences directly related to and expected to be paid from proprietary funds are recorded as an expense and liability of those funds as the benefits accrue to employees. A compensated absence is liquidated in the fund where the employee's salary was paid. All compensated absences liquidated in the general fund are associated with employees' salaries paid from governmental funds.

**CITY OF EDINBURG, TEXAS
NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEAR ENDED SEPTEMBER 30, 2024**

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - (CONTINUED)

Long-Term Obligations

In government-wide financial statements and proprietary fund types in the fund financial statements, long-term debt and other long-term obligations are reported as liabilities in the applicable governmental/business – type activities or the specific proprietary fund to which each relates, as applicable. Bond premiums and discounts are deferred and amortized over the life of the bonds using the effective interest method. Bonds payable are reported net of the applicable bond premium or discount.

Bond issuance costs, whether or not withheld from the actual debt proceeds received, are reported as debt service expenses in the period incurred, with the exception of portions related to bond insurance, which are classified as prepaid expenses and amortized to expense over the term of the policy. Losses or gains resulting from advance refunding of debt are deferred and amortized over the shorter of the life of the new debt or the original life of the defeased debt and are reported as a deferred outflow or inflow of resources. Amortized amounts are reported as a component of interest expense.

In the fund financial statements, governmental fund types recognize bond premiums and discounts, as well as bond issuance costs, during the current period. The face amount of the debt issued is reported as an “other financing source.” Premiums received and discounts on debt issuances are reported as other financing sources. Issuance costs, whether or not withheld from the actual debt proceeds received, are reported as debt service expenditures in the period incurred.

Other Postemployment Benefits (OPEB)

The City provides certain health care benefits for its retired employees and their families. Please see Note 12 for additional details. At September 30, 2024, the City’s total OPEB liability for these retiree benefits was approximately \$27.9 million. The City funds the costs of these benefits on a pay-as-you-go basis.

Pensions

For purposes of measuring the net pension liability, deferred outflows of resources and deferred inflows of resources related to pensions, and pension expense, information about the fiduciary net position of the City’s two pension plans and additions to/deductions from each plan’s fiduciary net position have been determined on the same basis as they are reported by the plans. For this purpose, benefit payments (including refunds of employee contributions) are recognized when due and payable in accordance with the benefit terms. Investments are reported at fair value. The net pension liability, pension expenses, and long-term deferrals are allocated to funds based on actual contributions by fund during the corresponding measurement period with the exception of the internal service funds, which are presented in governmental activities in the government-wide statements (see Note 12).

**CITY OF EDINBURG, TEXAS
NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEAR ENDED SEPTEMBER 30, 2024**

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - (CONTINUED)

Deferred Outflows of Resources and Deferred Inflows of Resources

In addition to assets, the statement of financial position and/or balance sheet will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, deferred outflows of resources, represents a consumption of net position that applies to a future period(s) and so will not be recognized as an outflow of resources (expense/expenditure) until that time. The City has the following items that qualify for reporting in this category.

- *Deferred charges on debt refundings* – A deferred charge on debt refunding results from the difference in the carrying value of refunded debt and its reacquisition price. This amount is deferred and amortized over the shorter of the life of the refunded or refunding debt.
- *Pension and OPEB contributions after measurement date* – These contributions are deferred and recognized in the following fiscal year.
- *Difference in projected and actual earnings on pension and OPEB assets* – This difference is deferred and amortized over a closed five-year period.
- *Deferred landfill closure and post closure care costs* – These deferred expenses are due to a change in estimate and expansion of cubic yards permitted for the landfill. This difference is deferred and amortized over the remainder of the expected life of the landfill.

In addition to liabilities, the statement of financial position and/or balance sheet will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, deferred inflows of resources, represents an acquisition of net position that applies to a future period(s) and so will not be recognized as an inflow of resources (revenue) until that time.

The City has the following items that qualify for reporting in this category:

- *Changes in actuarial assumptions or other inputs and differences between expected or actual experience* – These are amortized over the weighted average remaining service lives of all participants determined as of the measurement date.
- *Receivables for property taxes and other long-term receivables* – These are recognized as revenue at the fund level when considered to be measurable and available.
- *Deferred landfill closure and post closure care costs gain* – This deferred gain is due to a change in estimate and expansion of cubic yards permitted for the landfill. This difference is deferred and amortized over the remainder of the expected life of the landfill.

**CITY OF EDINBURG, TEXAS
NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEAR ENDED SEPTEMBER 30, 2024**

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - (CONTINUED)

Fund Balance Flow Assumptions

The City will periodically fund outlays for a particular purpose from both restricted and unrestricted resources (the total of committed, assigned, and unassigned fund balance). In order to calculate the amounts to report as restricted, committed, assigned, and unassigned fund balance in the governmental fund financial statements a flow assumption must be made about the order in which the resources are considered to be applied. When an expense is incurred that can be paid using either restricted or unrestricted resources (net position), the City's policy is to first apply the expenditure toward restricted resources and then toward unrestricted resources. In governmental funds, the City's policy is to first apply the expenditure toward restricted fund and then to other, less restrictive classifications – committed and then assigned fund balances before using unassigned fund balances.

Fund Balance Policies

Fund balance of governmental funds is reported in various categories based on the nature of any limitations requiring the use of resources for specific purposes. The City itself can establish limitations on the use of resources through either a commitment (committed fund balance) or an assignment (assigned fund balance).

The following is a summary of the different fund balance categories:

- *Restricted:* Fund balances that are constrained by external parties, constitutional provisions, or enabling legislation.
- *Committed:* Includes amounts that can be used only for the specific purpose determined by a formal action of the government's highest level of decision-making authority. The City Council is the highest level of decision-making authority for the City that can, by an adoption of an ordinance prior to the end of the fiscal year, commit fund balance. Once adopted, the limitation imposed by the ordinance remains in place until a similar action is taken such as the adoption of another ordinance to remove or revise the limitation.
- *Assigned:* Includes amounts that are intended to be used by the government for specific purposes but do not meet the criteria to be committed. The City Council has not passed any resolution or measure designating a specific individual to assign fund balance. Unlike commitments, assignments generally only exist temporarily. An additional action does not normally have to be taken for the removal of an assignment.
- *Unassigned:* Fund balance of the general fund that is not constrained for any particular purpose. The general fund is the only fund that reports a positive unassigned fund balance amount. In other governmental funds it is not appropriate to report a *positive* unassigned fund balance amount. However, in governmental funds other than the general fund, if expenditures incurred for specific purposes exceed the amounts that are restricted, committed, or assigned to those purposes, a negative unassigned fund balance is reported in that fund.
- *Non-spendable:* Fund balances that cannot be spent because they are not expected to be converted to cash or they are legally or contractually required to remain intact. Examples of this classification are prepaid items, inventories, and principal (corpus) of an endowment fund.

**CITY OF EDINBURG, TEXAS
NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEAR ENDED SEPTEMBER 30, 2024**

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - (CONTINUED)

Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Actual results could differ from those estimates.

Rounding Adjustments

Throughout this annual comprehensive financial report, dollar amounts are rounded, thereby creating differences between the details and the totals.

Leases

Leases are defined by the general government as the right to use an underlying asset. The City is a lessor for several leases of property.

As lessor, the City recognizes a lease receivable and a deferred inflow of resources in the government-wide, governmental fund and proprietary fund financial statements.

At the commencement of a lease, the City initially measures the lease receivable at the present value of payments expected to be received during the lease term. Subsequently, the lease receivable is reduced by the principal portion of lease payments received. The deferred inflow of resources is initially measured as the initial amount of the lease receivable, adjusted for lease payments received at or before the lease commencement date. Subsequently, the deferred inflow of resources is recognized as revenue over the life of the lease term.

Key estimates and judgments related to leases include how the City determines (1) the discount rate it uses to discount the expected lease receipts to present value, (2) lease term, and (3) lease receipts.

- The City uses its estimated incremental borrowing rate as the discount rate for leases.
- The lease term includes the noncancellable period of the lease.
- Lease receipts included in the measurement of the lease receivable are composed of fixed payments from the lessee.

The City monitors changes in circumstances that would require a remeasurement of its leases and will remeasure the lease receivable and deferred inflows of resources if certain changes occur that are expected to significantly affect the amount of the lease receivable.

**CITY OF EDINBURG, TEXAS
NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEAR ENDED SEPTEMBER 30, 2024**

NOTE 2 – STEWARDSHIP, COMPLIANCE, AND ACCOUNTABILITY

Budgetary Information

The City follows these procedures in establishing budgetary data:

- Prior to August 15 of each year, the City Manager is required to submit to the City Council a proposed budget for the fiscal year beginning on October 1. The budget includes proposed expenditures and the means of financing them.
- Public hearings are conducted to obtain taxpayer comments.
- Prior to October 1, the budget is legally enacted by the City Council through passage of an ordinance.
- The City Manager is authorized to transfer budgeted amounts between accounts within any budgetary category of a department; however, any revisions that alter the total expenditures of any department must be approved by the City Council. Budgeted amounts include transfers and revisions to the original appropriations ordinance.
- Annual appropriated budgets are adopted for the general fund and the debt service fund. These budgets are adopted on a basis consistent with generally accepted accounting principles. The budgetary comparison schedule reflected in Exhibit 5-A is for the general fund and includes the original and final amended budget. Budgets for the special revenue funds are adopted based on the grant term or other periods and the budget for the capital projects fund is adopted over the multiple-year term of projects. Budgets for enterprise funds are maintained for internal use only.
- Annual budgeted expenditures are adopted at the fund level and itemized in three formats: departmental, type and function/program. Accordingly, the level at which expenditures cannot legally exceed appropriations is the fund level. Supplementary appropriations were made one time during the year.
- Appropriations for annually budgeted funds lapse at year-end.

Encumbrances represent commitments related to unperformed contracts for goods or services. Encumbrance accounting, under which purchase orders, contracts and other commitments for the expenditure of resources are recorded to reserve that portion of the applicable appropriation, is utilized in the governmental funds.

2. Deficit Fund Balance

A deficit fund balance occurred in the City Ebony Golf Course Fund for the year ended September 30, 2024, in the amount of \$61,961.

3. Excess of Expenditures Over Appropriations

<u>General Fund</u>	<u>Amount</u>
Economic Development	
Capital Outlay	\$46,337,022
Non-Department	
Notes Payable Debt Service	39,080,000
Capital Outlay	633,562
Capital Lease Debt Service	339,089
Other	204,449
Parks and Recreation	
Supplies	3,890
Legal	
Personnel Services	63
Police	
Capital Outlay	1
<u>Debt Service Fund</u>	
Interest and Other Charges	2,710
<u>Total</u>	<u>\$86,600,786</u>

**CITY OF EDINBURG, TEXAS
NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEAR ENDED SEPTEMBER 30, 2024**

NOTE 3 – DEPOSITS AND INVESTMENTS

Primary Government

Deposits – State statutes require that all deposits in financial institutions be fully collateralized by direct obligations of the U.S. Government or its agencies and instrumentalities or direct obligations of Texas or its agencies and instrumentalities that have a market value of not less than the principal amount of the deposits. The City's deposits were fully insured and collateralized as required by the state statutes at September 30, 2024.

At year-end, the City's deposits with financial institutions balance was \$159,334,540 and the carrying balance was \$158,152,371. The Federal Depository Insurance Corporation (FDIC) covers \$250,000 for demand deposits bank balances. Balances at the bank in excess of federal insurance limits were covered with collateral. The bank collateral is held by Texas National Bank in the City's name under a joint safekeeping arrangement with the City's depository bank. The City had cash on hand of \$13,274.

Investments – State statutes, City bond ordinances and City resolutions authorize the City's investments. The City is authorized to invest in the following: obligations of the United States or its agencies and instrumentalities (except for mortgage pass-through securities); fully insured or collateralized certificates of deposit issued by a state or national bank, a savings bank, or a state or federal credit union domiciled in this state which is guaranteed or insured by the Federal Deposit Insurance Corporation; fully collateralized repurchase agreements having a defined termination date; investment pools with a weighted average of 90 days or less; no load money market mutual funds registered with and regulated by the Securities and Exchange Commission, which have a dollar weighted average portfolio maturity of 90 days or less; and other such securities or obligations as approved by the City Council upon the recommendation of the investment committee.

Public funds investment pools in Texas ("Pools") are established under the authority of the Interlocal Cooperation Act, Chapter 79 of the Texas Government Code, and are subject to the provisions of the Public Funds Investment Act (the "Act"). Chapter 2256 of the Texas Government Code, in addition to other provisions of the Act designed to promote liquidity and safety of principal, requires Pools to: 1) have an advisory board composed of participants in the pool and other persons who do not have a business relationship with the pool and are qualified to advise the pool; 2) maintain a continuous rating of no lower than AAA or AAAM or an equivalent rating by at least one nationally recognized rating service; and 3) maintain the market value of its underlying investment portfolio within one half of one percent of the value of its shares.

The City's investments, which are in an external investment pool, as of September 30, 2024, are:

Investments	Amortized Cost	Weighted Average Maturity (Days)	Standard & Poor's Rating
Public Fund Investment Pools			
TexPool	\$ 118,965,613	26	AAAM

The State Comptroller of Public Accounts exercises oversight responsibility over TexPool, the Texas Local Government Investment Pool. Oversight includes the ability to significantly influence operations, designation of management, and accountability for fiscal matters. Additionally, the State Comptroller has established an advisory board composed of both persons who do not have a business relationship with TexPool and participants in TexPool.

CITY OF EDINBURG, TEXAS
NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEAR ENDED SEPTEMBER 30, 2024

NOTE 3 – DEPOSITS AND INVESTMENTS - (CONTINUED)

As of September 30, 2024, all of the City's external investment pools meet the criteria described in GASB Statement No. 79 and measure all of their investments at amortized cost; therefore, the City has also measured their investments in these external investment pools at amortized cost for financial reporting purposes. In addition, the pools do not have any limitations or restrictions on withdrawals such as notice periods or maximum transaction amounts. The pools do not impose any liquidity or redemption gates.

Interest Rate Risk

Interest rate risk is defined as the risk that changes in interest rates will adversely affect the amortized value of an investment. Per the City's investment policy, investments, with the exception of those in the debt service fund, cannot have maturities that exceed two years. For operating funds, such as the general fund and enterprise funds, maturities shall not exceed one year.

Credit Risk

In compliance with the City's investment policy, as of September 30, 2024, the City minimized credit risk losses due to default of a security issuer or backer by:

- Limiting investments to the safest type of securities.
- All of the City's investments were in a public funds investment pool with a rating of AAAm by Standard & Poor's.
- Reviewing the credit-worthiness and other information of financial institutions, broker/dealers, intermediaries, and advisers with which the City will do business.
- Diversifying the investment portfolio and maintaining an active as opposed to passive portfolio management philosophy.

Concentration of Credit Risk

The City's investment policy calls for the investment committee to establish strategies and guidelines for the percentage of the total portfolio that may be invested in securities other than repurchase agreements, U.S. Government or Agency obligations, or insured and collateralized certificates of deposit. As of September 30, 2024, the City has investments only in a public funds investment pool.

Custodial Credit Risk

Custodial credit risk for investments is the risk that in the event of a failure of the counterparty, the City of Edinburg will not be able to recover the value of its investment or collateral securities that are in possession of an outside party. Investment securities are exposed to custodial credit risk if the securities are not registered in the name of the City, and are held by either the counterparty or the counterparty's trust department or agent but not in the City's name. As of September 30, 2024, none of the City's investments were subject to custodial credit risk.

Foreign Currency Risk for Investments

The City limits the risk that changes in exchanges rates will adversely affect the fair value of an investment. As of September 30, 2024, none of the City's investments were subject to foreign credit risk.

**CITY OF EDINBURG, TEXAS
NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEAR ENDED SEPTEMBER 30, 2024**

NOTE 3 – DEPOSITS AND INVESTMENTS - (CONTINUED)

Edinburg Economic Development Corporation, Component Unit

Deposits and investments for the Edinburg Economic Development Corporation (EEDC) are held separately from City funds.

Deposits - At September 30, 2024, the carrying amount for the EEDC was \$24,760,873 and the bank balance was \$25,983,706. At September 30, 2024, EEDC's deposits were entirely covered by federal deposit insurance or were secured by collateral held by the pledging financial institution's agent in the EEDC's name pursuant to the depository agreement.

Please refer to the descriptions of credit risk, interest rate risk, concentration of credit risk, and custodial credit risk above relating to the primary government. The EEDC follows the same policies relating to investments.

Reconciliation

A reconciliation of cash and cash equivalents as shown on the Statement of Net Position is as follows:

	Primary	<u>Component Unit</u>
	Government	E.E.D.C.
Cash on hand	\$ 13,274	\$ -
Carrying amounts of deposits	45,854,829	15,479,023
TexPool	112,284,268	-
TexStar	-	9,281,850
Cash and Cash Equivalents	\$ 158,152,371	\$ 24,760,873
Cash and cash equivalents	\$ 25,631,895	\$ 14,661,356
Cash and cash equivalents - restricted	132,520,476	10,099,517
Cash and Cash Equivalents Statement of Net Position	\$ 158,152,371	\$ 24,760,873

CITY OF EDINBURG, TEXAS
NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEAR ENDED SEPTEMBER 30, 2024

NOTE 4 – RECEIVABLES

Primary Government

Receivables at fiscal year-end for the government's individual major funds, and nonmajor funds in the aggregate, including the applicable allowances for uncollectible accounts, are as follows:

	General Fund	Grant Fund	Capital Projects Fund	Water and Sewer Fund	Solid Waste Management Fund	Nonmajor Governmental Funds	Nonmajor Enterprise Funds	Internal Service Fund	Total
Receivables									
Property Taxes	\$ 2,654,836	\$ -	\$ -	\$ -	\$ -	\$ 610,345	\$ -	\$ -	\$ 3,265,181
Sales Taxes	6,130,242	-	-	-	-	-	-	-	6,130,242
Other Taxes	19,299	-	-	-	-	-	-	-	19,299
Accounts	3,070,459	-	-	8,183,364	4,450,347	350,929	54,038	353	16,109,490
Notes	-	-	-	-	-	1,241,930	-	-	1,241,930
Leases	11,406	-	-	-	-	5,992	5,788	-	23,186
Due From Other Governments	-	565,012	170,198	-	-	386,412	-	-	1,121,622
Gross receivables	11,886,242	565,012	170,198	8,183,364	4,450,347	2,595,608	59,826	353	27,910,950
Less: Allowance									
for uncollectible-taxes	(427,715)	-	-	-	-	(109,300)	-	-	(537,015)
Less: Allowance									
for uncollectible-accounts	(445,098)	-	-	(162,984)	(1,077,419)	-	-	-	(1,685,501)
Net Total Receivables	\$ 11,013,429	\$ 565,012	\$ 170,198	\$ 8,020,380	\$ 3,372,928	\$ 2,486,308	\$ 59,826	\$ 353	\$ 25,688,434

Water and Sewer Fund and Solid Waste Management Fund receivables are reported net of uncollectible amounts. Total uncollectible amounts related to receivables of the current period are as follows:

Uncollectible related to water sales and sewer charges	\$ 34,713
Uncollectible related to landfill and garbage charges	97,210
Total Uncollectible Amounts Related to Receivables	\$ 131,923

Loans receivable of \$1,241,930 in the nonmajor special revenue funds are loans made to low-income families for the purpose of construction or rehabilitation of homes. Management believes that these loans are fully collectible. However, a portion of these loans are not expected to be collected within a year.

Component Units

At September 30, 2024, the Edinburg Economic Development Corporation made certain loans to various entities to promote economic development in the City. At September 30, 2024, the Corporation had outstanding industrial development loans other net receivables totaling \$13,367,203.

The notes receivable (Santana Textiles) account is comprised of two (2) notes from Santana Textiles, LLC. The first note originated on April 16, 2010, in the amount of \$5,000,000. The second note originated on August 30, 2011, in the amount of \$10,000,000. The current agreement with Santana Textiles expired on October 21, 2022. The EEDC renegotiated an extension which was approved by the Board of Directors on November 15, 2023 and by City Council on December 5, 2023. However, to this date, Santana Textiles has failed to execute the agreements and also to pay the amount due to bring the notes current. Other options to collect are being explored and pursued.

**CITY OF EDINBURG, TEXAS
NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEAR ENDED SEPTEMBER 30, 2024**

NOTE 4 – RECEIVABLES - (CONTINUED)

The \$5,000,000 note receivable from Santana Textiles, LLC requires payments of \$26,778 monthly, including principal and interest (4.25%) beginning November 21, 2017, and ending upon maturity on October 21, 2022.

The \$10,000,000 note receivable from Santana Textiles, LLC requires payments of \$59,971 monthly, including principal and interest (4.25%) beginning November 21, 2017, and ending upon maturity on October 21, 2022.

Santana Textile has ceased operations and is in default of loan payments and interest and is currently under an agreement to cover delinquent property taxes with Hidalgo County. EEDC is secondary lien holder on Loan until a compliance date of April 24, 2022. Management of EEDC feels that a satisfactory agreement will be placed on the extended agreement to satisfy the pending receivable either by contracting with other companies to take over the project or through asset liquidation.

The combined balance of the notes receivable is \$13,640,003. An allowance for uncollectible has been setup at 2% of the note receivable balance. An additional allowance for uncollectible has been set up for the accrued interest and late fees. The total notes allowance for uncollectible balance is \$272,800 which brings the notes receivable, net balance to \$13,367,203. A Cross-Collateralization and Cross-Default and Security Agreement was executed on August 30, 2011 and recorded in the Office of the County Clerk of Hidalgo County, Texas as Document No. 2237059 for both Notes.

The Edinburg Economic Development Corporation (EEDC) has a loan agreement with the City of Edinburg to support an economic development incentive for the purchase of the H-E-B Park. As of September 30, 2024, the outstanding balance is \$7,257,022.

Leases Receivable

On October 01, 2021, the City entered into a 48 month lease as Lessor for the use of Fire Department Station No. 3. An initial lease receivable was recorded in the amount of \$5,944. As of September 30, 2024, the value of the lease receivable is \$1,496 and the value of the short-term lease receivable is \$1,496. The lessee is required to make monthly fixed payments of \$125. The lease has an interest rate of 0.4753%. The buildings estimated useful life was 0 months as of the contract commencement. The value of the deferred inflow of resources as of September 30, 2024 was \$1,486, and the City recognized lease revenue of \$1,486 during the fiscal year. The lessee had a termination period of 1 month as of the lease commencement.

On October 01, 2021, the City entered into a 42 month lease as Lessor for the use of Youth Sports Facility - Pad Site. An initial lease receivable was recorded in the amount of \$20,825. As of September 30, 2024, the value of the lease receivable is \$2,996 and the value of the short-term lease receivable is \$2,996. The lessee is required to make monthly fixed payments of \$500. The lease has an interest rate of 0.4753%. The buildings estimated useful life was 0 months as of the contract commencement. The value of the deferred inflow of resources as of September 30, 2024 was \$3,267, and the City recognized lease revenue of \$5,852 during the fiscal year.

CITY OF EDINBURG, TEXAS
NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEAR ENDED SEPTEMBER 30, 2024

NOTE 4 – RECEIVABLES - (CONTINUED)

On October 01, 2021, the City entered into a 42 month lease as Lessor for the use of Youth Sports Facility - Concession Area. An initial lease receivable was recorded in the amount of \$14,840. As of September 30, 2024, the value of the lease receivable is \$2,996 and the value of the short-term lease receivable is \$2,996. The lessee is required to make monthly fixed payments of \$500. The lease has an interest rate of 0.4753%. The buildings estimated useful life was 0 months as of the contract commencement. The value of the deferred inflow of resources as of September 30, 2024 was \$2,329, and the City recognized lease revenue of \$4,170 during the fiscal year.

On May 01, 2024, the City entered into a 12 month lease as Lessor for the use of Hangar E-2 Lease -Bobby Garcia & Terry Canales. An initial lease receivable was recorded in the amount of \$5,447. As of September 30, 2024, the value of the lease receivable is \$3,190 and the value of the short-term lease receivable is \$3,190. The lessee is required to make monthly fixed payments of \$461. The lease has an interest rate of 3.2950%. The buildings estimated useful life was 0 months as of the contract commencement. The value of the deferred inflow of resources as of September 30, 2024 was \$3,176, and the City recognized lease revenue of \$2,270 during the fiscal year. The lessee has 1 extension option(s), each for 12 months.

On September 01, 2024, the City entered into a 12 month lease as Lessor for the use of Hangar B-3 - Alejandro Urias. An initial lease receivable was recorded in the amount of \$2,838. As of September 30, 2024, the value of the lease receivable is \$2,598 and the value of the short-term lease receivable is \$2,598. The lessee is required to make monthly fixed payments of \$240. The lease has an interest rate of 3.2410%. The buildings estimated useful life was 0 months as of the contract commencement. The value of the deferred inflow of resources as of September 30, 2024 was \$2,602, and the City recognized lease revenue of \$236 during the fiscal year. The lessee has 1 extension option(s), each for 12 months.

On July 01, 2024, the City entered into a 32 month lease as Lessor for the use of RICOH USA C-361-24. An initial lease receivable was recorded in the amount of \$10,922. As of September 30, 2024, the value of the lease receivable is \$9,910 and the value of the short-term lease receivable is \$4,012. The lessee is required to make monthly fixed payments of \$355. The lease has an interest rate of 3.0670%. The equipment estimated useful life was 0 months as of the contract commencement. The value of the deferred inflow of resources as of September 30, 2024 was \$9,898, and the City recognized lease revenue of \$1,024 during the fiscal year.

Governmental Activities	Balance as of October 1, 2023	Additions	Reductions	Balance as of September 30, 2024
Lease Receivable				
Buildings				
Fire Department Station No. 3	\$ 2,985	\$ -	\$ 1,489	\$ 1,496
Youth Sports Facility - Pad Site	8,966	-	5,970	2,996
Youth Sports Facility - Concession Area	8,966	-	5,970	2,996
Total Building Lease Receivable	20,917	-	13,429	7,488
Equipment				
RICOH USA C-361-24	-	10,922	1,012	9,910
Total Equipment Lease Receivable	-	10,922	1,012	9,910
Total Lease Receivable	\$ 20,917	\$ 10,922	\$ 14,441	\$ 17,398

CITY OF EDINBURG, TEXAS
NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEAR ENDED SEPTEMBER 30, 2024

NOTE 4 – RECEIVABLES - (CONTINUED)

Business-type Activities	Balance as of October 1, 2023	Additions	Reductions	Balance as of September 30, 2024
Lease Receivable				
Buildings				
Hangar B-3 - Alejandro Urias	\$ -	\$ 2,838	\$ 240	\$ 2,598
Hangar E-2 - Lease - Bobby Garcia & Terry Canales	-	5,447	2,257	3,190
Total Building Lease Receivable	-	8,285	2,497	5,788
Total Lease Receivable	\$ -	\$ 8,285	\$ 2,497	\$ 5,788

Principal and Interest Expected to Maturity

Governmental Activities

Fiscal Year	Principal Payments	Interest Payments	Total Payments
2025	\$ 11,500	\$ 260	\$ 11,760
2026	4,137	123	4,260
2027	1,761	14	1,775
Total	\$ 17,398	\$ 397	\$ 17,795

Business-type Activities

Fiscal Year	Principal Payments	Interest Payments	Total Payments
2025	\$ 5,788	\$ 77	\$ 5,865
Total	\$ 5,788	\$ 77	\$ 5,865

Governmental Activities	Balance as of October 1, 2023	Additions	Reductions	Balance as of September 30, 2024
Deferred Inflow of Resources				
Buildings				
Fire Department Station No. 3	\$ 2,972	\$ -	\$ 1,486	\$ 1,486
Youth Sports Facility - Pad Site	6,499	-	4,170	2,329
Youth Sports Facility - Concession Area	9,120	-	5,853	3,267
Total Building Deferred Inflow of Resources	18,591	-	11,509	7,082
Equipment				
RICOH USA C-361-24	-	10,922	1,024	9,898
Total Equipment Deferred Inflow of Resources	-	10,922	1,024	9,898
Total Deferred Inflow of Resources	\$ 18,591	\$ 10,922	\$ 12,533	\$ 16,980

Business-type Activities	Balance as of October 1, 2023	Additions	Reductions	Balance as of September 30, 2024
Deferred Inflow of Resources				
Buildings				
Hangar B-3 - Alejandro Urias	\$ -	\$ 2,838	\$ 236	\$ 2,602
Hangar E-2 - Lease - Bobby Garcia & Terry Canales	-	5,447	2,271	3,176
Total Building Deferred Inflow of Resources	-	8,285	2,507	5,778
Total Deferred Inflow of Resources	\$ -	\$ 8,285	\$ 2,507	\$ 5,778

CITY OF EDINBURG, TEXAS
NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEAR ENDED SEPTEMBER 30, 2024

NOTE 5 – DEFERRED INFLOWS AND OUTFLOWS OF RESOURCES/UNEARNED REVENUE

Governmental funds report deferred inflows in connection with receivables for revenues that are not considered to be available to liquidate liabilities of the current period. Governmental funds and enterprise funds also defer revenue recognition in connection with resources that have been received, but not yet earned. At the end of the fiscal year, the various components of deferred inflows, deferred outflows and unearned revenue reported in the funds were as follows:

	Governmental Funds		Enterprise Funds	
	Inflows	Unearned	Outflows	Inflows
Delinquent property taxes (General Fund)	\$ 2,091,681	\$ -	\$ -	\$ -
Delinquent cleaning/mowing (General Fund)	-	15,000	-	-
Grants (Grant Fund)	-	8,931,442	-	-
Grants (Nonmajor Funds)		386,412		
Delinquent property taxes (Nonmajor Funds)	468,911	-	-	-
Loans receivable (Nonmajor Funds)	1,241,930	-	-	-
Parkland dedication (Capital Projects Fund)	-	2,272,745	-	-
Landfill closure costs (Solid Waste Fund)	-	-	3,480,141	5,721,994
Debt refunding (Water and Sewer Fund)	-	-	520,011	-
Debt refunding (Nonmajor Enterprise Funds)	-	-	183,551	-
Lease revenue receivable (Governmental Funds)	16,980	-	-	-
Lease revenue receivable (Enterprise Funds)	-	-	-	5,778
Deferred revenue (Water and Sewer Fund)	-	-	-	87,500
Deferred revenue (Solid Waste Fund)	-	-	-	13,645
Deferred revenue (Nonmajor Funds)	-	-	-	12,128
Total	\$ 3,819,502	\$ 11,605,599	\$ 4,183,703	\$ 5,841,045

Information regarding deferred inflows and outflows for pensions and other OPEB obligations are contained in Note 12.

NOTE 6 – INTERFUND RECEIVABLES, PAYABLES, AND TRANSFERS

Primary Government

Interfund receivable and payable balances at September 30, 2024 were as follows:

Governmental Funds

Receivable Fund	Payable Fund	Amount
General Fund	Grant Fund	\$ 278,578
General Fund	Water and Sewer Fund	4,600
General Fund	Solid Waste Management Fund	8,900
General Fund	Nonmajor Enterprise Funds	191,400
Nonmajor Governmental Funds	Grant Fund	245,525
Total		\$ 729,003

CITY OF EDINBURG, TEXAS
NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEAR ENDED SEPTEMBER 30, 2024

NOTE 6 – INTERFUND RECEIVABLES, PAYABLES, AND TRANSFERS - (CONTINUED)

Proprietary Funds

Receivable Fund	Payable Fund	Amount
Solid Waste Management Fund	General Fund	\$ 250
Solid Waste Management Fund	Nonmajor Enterprise Funds	14,848
Total		\$ 15,098

Interfund balances result from a routine lag between the dates that transactions are recorded in the accounting system and payments between the funds are made. All amounts are scheduled to be repaid within one year.

Component Units

Due to/from the primary government and component unit at September 30, 2024 were as follows:

Edinburg Economic Development Corporation

Receivable Entity	Payable Entity	Amount
Component Unit - E.E.D.C	Primary Government- General Fund	\$ 1,532,561
Primary Government- General Fund	Component Unit - E.E.D.C	10,878
Total		\$ 1,543,439

Interfund transfers during the year were as follows:

	Transfers In:					Total
	General Fund	Capital Projects Fund	Water & Sewer Fund	Nonmajor Governmental Funds	Nonmajor Enterprise Funds	
Transfers Out:						
General Fund	\$ -	\$ -	\$ -	\$ 1,082,873	\$ -	\$ 1,082,873
Capital Projects Fund	-	2,123,415	-	-	-	2,123,415
Nonmajor Governmental Funds	-	-	-	2,956,741	-	2,956,741
Water & Sewer Fund	-	-	44,085,000	-	-	44,085,000
Solid Waste Management Fund	5,750,000	-	-	-	2,157,071	7,907,071
Total	\$ 5,750,000	\$ 2,123,415	\$ 44,085,000	\$ 4,039,614	\$ 2,157,071	\$ 58,155,100

Transfers out of the Solid Waste Management Fund (\$5,750,000) to the General Fund are for operations.

Transfers out of the General Fund (\$1,082,853) to the Nonmajor Governmental Funds (TIRZ # 1 and TIRZ #4). were dedicated sales tax revenues collected within the zones.

Transfers out of the Nonmajor Governmental Funds (\$2,956,741) to the Nonmajor Governmental Funds (TIRZ # 1 and TIRZ #4). Transfer out to TIRZ#1 and TIRZ#4 was for the payments of bonds issued by the Local Government Finance Corporation for the construction of a multi-purpose entertainment center in the City of Edinburg. Transfer out to TIRZ#3 for reimbursement to developer for the construction of public roads, utilities, and amenities related to La Sienna Project.

Transfers out of the Solid Waste Management Fund (\$2,157,071) to the Nonmajor Enterprise Funds are for debt service and operations.

CITY OF EDINBURG, TEXAS
NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEAR ENDED SEPTEMBER 30, 2024

NOTE 6 – INTERFUND RECEIVABLES, PAYABLES, AND TRANSFERS - (CONTINUED)

Transfer out of the Utility Fund (\$44,085,000) to the Utility System Revenue Improvement Bond, Series 2023 Fund and Certificates of Obligation, Series 2023 Fund for bond proceeds.

Transfer out of several Capital Project Funds (\$2,123,415) to other Capital Project Funds for the Municipal Water Park Renovations Project, Northside Drainage Project, and the Hike and Bike Walking Trail.

NOTE 7 – CAPITAL ASSETS

Primary Government

Capital asset activity for the year ended September 30, 2024 was as follows:

Governmental Activities	Balance at October 1, 2023	Additions	Deletions	Balance at September 30, 2024
Capital assets, not being depreciated:				
Land	\$ 24,844,261	\$ -	\$ -	\$ 24,844,261
Construction in progress	21,832,880	13,005,287	-	34,838,167
Total capital assets, not being depreciated	46,677,141	13,005,287	-	59,682,428
Capital assets, being depreciated:				
Buildings	96,415,499	46,337,022	(46,337,022)	96,415,499
Improvements other than buildings	185,476,147	293,686	(23,138)	185,746,695
Furniture and equipment	49,936,578	2,475,468	(540,810)	51,871,236
Right-to-use lease assets	9,306	-	(9,306)	-
Software subscription assets	843,431	534,766	(526,235)	851,962
Total capital assets, being depreciated	332,680,961	49,640,942	(47,436,511)	334,885,392
Less accumulated depreciation for:				
Buildings	(16,830,079)	(2,019,557)	-	(18,849,636)
Improvements other than buildings	(131,367,124)	(6,612,466)	-	(137,979,590)
Furniture and equipment	(33,419,189)	(4,961,610)	540,810	(37,839,989)
Right-to-use lease assets	(6,400)	(2,906)	9,306	-
Software subscription assets	(383,842)	(358,626)	526,235	(216,233)
Total accumulated depreciation	(182,006,634)	(13,955,165)	1,076,351	(194,885,448)
Total capital assets, being depreciated, net	150,674,327	35,685,777	(46,360,160)	139,999,944
Governmental activities capital assets, net	\$ 197,351,468	\$ 48,691,064	\$ (46,360,160)	\$ 199,682,372

CITY OF EDINBURG, TEXAS
NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEAR ENDED SEPTEMBER 30, 2024

NOTE 7 – CAPITAL ASSETS - (CONTINUED)

Business-type Activities	Balance at October 1, 2023	Additions	Deletions	Transfers	Reclassifications/ Adjustments	Balance at September 30, 2024
Capital assets, not being depreciated:						
Land/Other	\$ 26,783,298	\$ 500,000			\$ -	\$ 27,283,298
Construction in progress	3,518,609	5,746,508			(445,405)	8,819,712
Total capital assets, not being depreciated	30,301,907	6,246,508	-	-	(445,405)	36,103,010
Capital assets, being depreciated:						
Buildings	186,520,848	403,050	-	-	-	186,923,898
Improvements other than buildings	38,925,357	-	-	-	-	38,925,357
Furniture and equipment	47,584,161	2,680,649	(555,840)	-	(1)	49,708,969
Right-to-use lease assets	192,116	969,224	-	(140,952)	-	1,020,388
Software subscription assets	4,075	-	-	-	-	4,075
Total capital assets, being depreciated	273,226,557	4,052,923	(555,840)	(140,952)	(1)	276,582,687
Less accumulated depreciation for:						
Buildings	(90,498,898)	(4,203,973)	-	-	-	(94,702,871)
Improvements other than buildings	(25,625,417)	(1,311,175)	-	-	-	(26,936,592)
Furniture and equipment	(31,234,695)	(4,584,343)	555,840	-	-	(35,263,198)
Right-to-use lease assets	(160,192)	(85,838)	-	140,952	1	(105,077)
Software subscription assets	(1,933)	(1,933)	-	-	1	(3,865)
Total accumulated depreciation	(147,521,135)	(10,187,262)	555,840	140,952	2	(157,011,603)
Total capital assets, being depreciated, net	125,705,422	(6,134,339)	-	-	1	119,571,084
Business-type activities capital assets, net	\$ 156,007,329	\$ 112,169	\$ -	\$ -	\$ (445,404)	\$ 155,674,094

As further discussed in Note 13, at September 30, 2024, the City had remaining construction and improvement commitments amounting to \$34,308,407.

Depreciation expense was charged to functions/programs of the primary government as follows:

Governmental Activities	
General Government	\$ 1,011,717
Public Safety	2,917,562
Highway and Streets	6,373,862
Health and Welfare	126,530
Culture and Recreation	1,920,626
Economic Development	1,604,868
Total Depreciation Expense - Governmental Activities	\$ 13,955,165
Business-Type Activities	
Water and Sewer	\$ 5,142,962
Solid Waste Management	4,217,396
Golf Courses	229,256
	597,648
Total Depreciation Expense - Business-Type Activities	\$ 10,187,262

CITY OF EDINBURG, TEXAS
NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEAR ENDED SEPTEMBER 30, 2024

NOTE 7 – CAPITAL ASSETS - (CONTINUED)

Component Units

Edinburg Economic Development Corporation

	Balance at October 1, 2023	Additions	Deletions	Reclassifications /Adjustments	Balance at September 30, 2024
Capital assets, not being depreciated:					
Land	\$ 6,780,643	\$ -	\$ (739,133)	\$ -	\$ 6,041,510
Total capital assets, not being depreciated	6,780,643	-	(739,133)	-	6,041,510
Capital assets, being depreciated:					
Buildings	789,020	-	-	-	789,020
Furniture and equipment	724	-	-	-	724
Right-to-use assets	29,651	15,193	-	40,581	85,425
Software subscription assets	6,500	-	-	-	6,500
Total capital assets, being depreciated	825,895	15,193	-	40,581	881,669
Less accumulated depreciation for:					
Buildings	(128,286)	(19,725)	-	-	(148,011)
Furniture and equipment	(724)	-	-	-	(724)
Right-to-use assets	(9,884)	(36,290)	-	-	(46,174)
Software subscription assets	(5,164)	(1,336)	-	-	(6,500)
Total accumulated depreciation	(144,058)	(57,351)	-	-	(201,409)
Total capital assets, being depreciated, net	681,837	(42,158)	-	40,581	680,260
Governmental activities capital assets, net	\$ 7,462,480	\$ (42,158)	\$ (739,133)	\$ 40,581	\$ 6,721,770

Depreciation expense totaling \$57,351 was charged to economic development and assistance on the Statement of Activities under component units for the year ended September 30, 2024. No capital assets were impaired.

NOTE 8 – LONG TERM DEBT

Long-term debt

Primary Government

General Obligation and Combination Bonds and Tax Notes

The City issues general obligation bonds, certificates of obligation, and combination tax and revenue bonds to provide funds for the acquisition and construction of major capital facilities. General obligation bonds, certificates of obligation, and combination tax and revenue bonds have been issued for governmental activities. The total amount of outstanding general obligation bonds, certificates of obligation, and combination tax and revenue bonds issued to date was \$90,330,004.

These are direct obligations issued with a pledge of the City's general taxing power for the payment of its debt obligations. General obligation bonds and certificates of obligation require the City to compute, at the time other taxes are levied, the rate of tax required to provide (in each year the bonds are outstanding) a fund to pay interest and principal at maturity. The City is in compliance with this requirement. These bonds generally are issued as 20-year serial bonds with varying amounts of principal maturing each year.

Certain general obligation bonds are being repaid by revenues of the enterprise funds and are therefore presented in Business-Type Activities.

**CITY OF EDINBURG, TEXAS
NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEAR ENDED SEPTEMBER 30, 2024**

NOTE 8 – LONG TERM DEBT - (CONTINUED)

General obligation bonds, certificates of obligation, and combination tax and revenue bonds currently outstanding at September 30, 2024 are as follows:

Governmental Activities:

\$6,313,941, 2012 General Obligation Refunding Bonds, due in annual installments of \$130,000 to \$1,185,000 through March 1, 2025; interest at 2.00% to 2.50%.	\$ 130,000
\$7,465,000, 2015A Certificates of Obligation, due in annual installments of \$25,000 to \$615,000 through March 1, 2035; interest at 2.00% to 4.00%.	5,740,000
\$5,270,000, 2015 General Obligation Refunding Bonds, due in annual installments of \$190,000 to \$1,255,000 through March 1, 2026; interest at 3.00% to 4.00%.	2,500,000
\$13,513,328, 2016 General Obligation Refunding Bonds, due in annual installments of \$460,000 to \$2,165,000 through March 1, 2030; interest at 3.00% to 5.00%.	5,040,004
\$4,145,000, 2016 Certificates of Obligation, due in annual installments of \$135,000 to \$285,000 through September 30, 2036; interest at 2.00% to 4.00%.	2,840,000
\$9,705,000, 2018 Certificates of Obligation, due in annual installments of \$195,000 to \$830,000 through March 1, 2038; interest at 1.90% to 3.50%.	8,730,000
\$27,875,000, 2019 General Obligation Bonds, due in annual installments of \$440,000 to \$1,990,000 through March 1, 2039; interest at 3.25% to 5.00%.	23,470,000
\$17,690,000, 2021 Certificates of Obligation, due in annual installments of \$666,524 to \$1,467,850 through March 1, 2040; interest at 2.00% to 5.00%.	17,675,000
\$3,355,000, 2021 General Obligation Refunding Bonds, due in annual installments of \$233,475 to \$320,912 through March 1, 2035; interest at 1.50% to 4.50%.	2,975,000
\$21,460,000, 2021A Certificates of Obligation, due in annual installments of \$607,262 to \$1,750,162 through March 1, 2041; interest at 2.00% to 5.00%.	<u>21,230,000</u>
Total General Obligation Bonds and Certificates of Obligation	<u>90,330,004</u>
Less: Current Portion of Bonds Payable	(4,795,000)
Add: Unamortized Premiums on Bond Issuance	<u>6,697,462</u>
General Obligation Bonds and Certificates of Obligation Payable, Net of Current Portion, Discounts and Premiums	<u>\$ 92,232,466</u>

CITY OF EDINBURG, TEXAS
NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEAR ENDED SEPTEMBER 30, 2024

NOTE 8 – LONG TERM DEBT - (CONTINUED)

Debt service requirements to maturity are as follows:

Year Ending September 30,	Governmental Activities	
	Principal	Interest
2025	\$ 4,795,000	\$ 2,982,387
2026	5,005,000	2,771,375
2027	5,230,000	2,548,100
2028	5,475,000	2,304,472
2029	5,730,000	2,050,769
2030-2034	30,400,000	6,634,916
2035-2039	28,820,000	2,257,506
2040-2044	4,875,004	86,594
Total	\$ 90,330,004	\$ 21,636,119

Revenue and General Obligation Bonds

The City also issues bonds where the City pledges income derived from the acquired or constructed assets to pay debt service. The total amount of outstanding bonds issued is \$82,535,000. Included within business-type activities are 2012 and 2016 general obligation refunding bonds that were issued to refund bonds across several funds, a 2021 certificate of obligations for landfill cell constructions. The outstanding issued amount of these bonds allocated to business-type activities is \$8,120,000. Additionally, two bonds were issued during the year ending September 30, 2024. On March 16, 2023, a Texas Water Development Board Texas Utility System Revenue Improvement Bonds for \$29,585,000 and a \$75,000 principal forgiveness were issued for the construction of various public improvements. On July 6, 2023 the Texas Transportation Commission issued a \$14,500,000, Combination Tax and Limited Pledge Revenue Certificates of Obligation, Series 2023 bond, for street improvements, improvements to the City's municipal water and wastewater utility system, and related purchases of land.

Revenue and General Obligation bonds outstanding at September 30, 2024 are as follows:

Business – Type Activities:

\$10,425,000, 2014 Utility System Junior Lien Revenue Bonds, due in annual installments of \$480,000 to \$615,000 through March 1, 2034; interest at 0.00% to 2.52%.	\$ 5,575,000
\$7,700,000, 2015 Utility System Revenue Refunding Bonds, due in annual installments of \$20,000 to \$795,000 through March 15, 2028; interest at 2.00% to 4.00%.	3,325,000
\$5,405,000, 2016 Utility System Junior Lien Revenue Bonds, due in annual installments of \$260,000 to \$295,000 through March 1, 2036; interest at .09% to 1.41%.	3,315,000
\$8,855,000, 2017 Utility System Revenue Refunding Bonds, due in annual installments of \$765,000 to \$1,285,000 through March 15, 2031; interest at 4.00% to 4.25%.	7,295,000

CITY OF EDINBURG, TEXAS
NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEAR ENDED SEPTEMBER 30, 2024

NOTE 8 – LONG TERM DEBT - (CONTINUED)

\$12,570,000, 2021 Utility System Revenue and Refunding Bonds, due in annual installments of \$627,907 to \$1,202,950 through March 15, 2040; interest at 2.00% to 4.00%.	11,615,000
\$9,050,000, 2021 Certificates of Obligation, due in annual installments of \$617,100 to \$621,150 through March 01, 2040; interest at 2.00% to 5.00%.	8,120,000
\$14,500,000, 2023 Combination Tax and Limited Pledge Revenue Certificates of Obligations, due in annual installments of \$258,390 to \$853,296 through March 01, 2053; interest at 2.64%	14,500,000
\$29,585,000, 2023 Utility System Revenue Improvement Bonds, due in annual installments of \$1,396,059 to \$1,410,200 through March 15, 2052; interest at 1.28% to 2.56%.	<u>28,790,000</u>
Revenue/General Obligation/Certificate of Obligations Bonds	<u>82,535,000</u>
Less: Current Portion of Bonds Payable	(4,005,000)
Add: Unamortized Premiums on Bond Issuance	<u>2,736,550</u>
Revenue Bonds Payable, Net of Current Portion and Premiums	<u>\$ 81,266,550</u>
Water and Sewer Fund	\$ 72,490,334
Solid Waste Management Fund	8,617,211
Los Lagos Golf Club Fund	<u>159,005</u>
	<u>\$ 81,266,550</u>

Debt service requirements to maturity for Revenue/General Obligation/Certificate of Obligations Bonds in business-type activities are as follows:

Year Ending September 30,	Business-Type Activities	
	Principal	Interest
2025	\$ 4,005,000	\$ 2,045,285
2026	4,125,000	1,963,125
2027	4,245,000	1,841,264
2028	4,375,000	1,712,162
2029	4,245,000	1,577,698
2030-2034	19,495,000	6,085,278
2035-2039	15,245,000	4,160,733
2040-2044	9,995,000	2,706,001
2045-2049	9,595,000	1,560,760
2050-2054	7,210,000	327,366
Total	\$ 82,535,000	\$ 23,979,672

**CITY OF EDINBURG, TEXAS
NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEAR ENDED SEPTEMBER 30, 2024**

NOTE 8 – LONG TERM DEBT - (CONTINUED)

Tax Increment Contract Revenue Bonds

The City of Edinburg, Local Government Finance Corporation issues tax increment contract revenue bonds. Payment of the bonds is secured by a pledge of tax increment revenues paid to the respective tax increment funds for TIRZ # 1 and TIRZ # 4. The bonds are limited obligations of the City of Edinburg, Local Government Finance Corporation and are not obligations of the City of Edinburg. The City is not obligated to make payments on these bonds. In addition, if the tax increments are timely contributed to the City of Edinburg, Local Government Finance Corporation, and such tax increments are not sufficient for the payment of principal or interest on the bonds on the date such principal or interest becomes due, an event of default will not be deemed to have occurred.

Tax increment contract revenue bonds outstanding at September 30, 2024 are as follows:

\$37,250,000, 2015A Contract Revenue Bonds, due in annual installments of \$645,000 to \$2,448,350 through March 1, 2045; interest at 5.00%.	\$ 31,985,000
\$3,475,000, 2015B Taxable Series Contract Revenue Bonds, due in annual installments of \$60,000 to \$232,625 through March 1, 2045; interest at 5.00%.	<u>2,995,000</u>
Total Contract Revenue Bonds	<u>34,980,000</u>
Less: Current Portion of Bonds Payable	(995,000)
Less: Unamortized Discounts on Bond Issuance	(98,576)
Add: Unamortized Premiums on Bond Issuance	<u>1,488,009</u>
Tax Increment Contract Revenue Bonds Payable, Net of Current Portion, Discounts and Premiums	<u>\$ 35,374,443</u>

The City of Edinburg, Local Government Finance Corporation is presented as a blended component unit of the City. Therefore, the liability is presented as part of long-term obligations of governmental activities in the Government-Wide Financial Statements.

Debt service requirements to maturity are as follows:

Year Ending September 30,	Governmental Activities	
	Principal	Interest
2025	\$ 995,000	\$ 1,679,225
2026	1,045,000	1,628,225
2027	1,100,000	1,574,600
2028	1,150,000	1,523,625
2029	1,200,000	1,475,650
2030-2034	6,855,000	6,802,450
2035-2039	8,770,000	4,997,125
2040-2044	11,255,000	2,617,500
2045-2049	2,610,000	241,250
Total	\$ 34,980,000	\$ 22,539,650

**CITY OF EDINBURG, TEXAS
NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEAR ENDED SEPTEMBER 30, 2024**

NOTE 8 – LONG TERM DEBT - (CONTINUED)

Reimbursement Obligation- Developer TIRZ # 3

In accordance with an economic development agreement relating to TIRZ # 3, the Developer is eligible to be reimbursed for up to \$33,900,000 for costs actually incurred to construct commercial/regional-related and residential-related public infrastructure. Under the agreement, the Developer can also charge interest on this obligation at the lesser of 6.00% per annum or the actual rate incurred by the Developer in connection with the public infrastructure improvements. This reimbursement obligation is payable solely with tax increment revenues generated by TIRZ # 3 and is currently payable on a “pay as you” go basis until such time as public infrastructure bonds are issued by the City of Edinburg, Local Government Finance Corporation. As of September 30, 2024, the developer has incurred costs and interest in the amount of \$11,634,132. The balance on the obligation as of September 30, 2024 is \$6,748,753.

The reimbursement obligation is accounted for in the City of Edinburg, Local Government Finance Corporation, which is presented as a blended component unit of the City. Because the obligation is payable on a “pay as you go” basis, the City does not have a set payment schedule. In addition, other factors such as future development, increases/decreases to the tax base, future issuance of bonds, and other economic factors make it difficult for the City to predict estimated minimum obligations in the future. No other sources of revenue are obligated to be used in order to repay this obligation other than tax increment revenues generated and collected within TIRZ # 3.

Bond Compliance Requirements

The revenue bond ordinances require that during the period in which the bonds are outstanding the City must create and maintain certain accounts or funds to receive the proceeds from the sale of the revenue bonds and to account for the revenues (as defined), which are pledged for payment of the bonds. The assets can be used only in accordance with the terms of the bond ordinance and for the specific purpose(s) designated therein. The City is generally required to make a monthly transfer to debt service funds equal to one-twelfth of the annual debt service.

Utility Revenues Pledged

The City has pledged future water customer revenues, net of specified operating expenses, to repay the original amount of \$89,040,000 in Utility System Revenue Bonds issued in 2014, 2015, 2016, 2017, 2021 and 2023, plus a Combined Tax and Limited Pledge Revenue Certificate of Obligation Bond also in 2023. Proceeds from the bonds provided financing for the purchase of land, improvement, construction and enlargement of the water system, refunding of other revenue bonds, and the construction of a water plant. The bonds are payable solely from water customer net revenues and are payable through 2053. Average annual principal and interest payments on the bonds are expected to require a 125% coverage ratio from operating income (excluding depreciation expense). The total principal and interest remaining to be paid on the bonds is \$74,415,000. Principal and interest paid for the current year were \$5,291,957.

Prior Year Defeasance of Debt

In 2013, the City advance refunded \$1,850,000 of Utility System Revenue Bonds Series 2000, \$2,810,000 of Utility System Revenue and Refunding Bonds Series 2002, \$1,675,000 of Combination Tax and Revenue Bonds Series 2002, \$1,635,000 of Certificates of Obligation Series 2004, and \$1,585,000 of Certificates of Obligation Series 2004A. At September 30, 2024, \$275,000 of defeased bonds remains outstanding.

**CITY OF EDINBURG, TEXAS
NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEAR ENDED SEPTEMBER 30, 2024**

NOTE 8 – LONG TERM DEBT - (CONTINUED)

In 2015, the City refunded debt including \$385,000 of Certificates of Obligation, Series 2004, \$650,000 of Certificates of Obligation, Series 2004A, and \$4,315,000 of Certificates of Obligation. At September 30, 2024, \$1,115,000 of defeased bonds remains outstanding. In addition, in 2015, the City refunded debt of \$7,645,000 of Utility System Revenue Bonds Series 2006. At September 30, 2024, \$3,400,000 of defeased bonds remains outstanding.

In 2016, the City refunded \$385,000 of Certificates of Obligation Series 2006, \$7,375,000 of General Obligation Refunding Bonds, Series 2006, \$2,225,000 of Certificates of Obligation, Series 2007, \$4,035,000 of Certificates of Obligation Series 2007A, and \$4,010,000 of Certificates of Obligation, Series 2008. At September 30, 2024, \$5,025,000 of defeased bonds remains outstanding.

In 2018, the City refunded debt including \$100,000 of 2006 Utility Revenue Bond and \$9,520,000 of 2010A Utility System Revenue Bond. At September 30, 2024, \$7,840,000 of defeased bonds remains outstanding.

In 2021, the City refunded \$1,950,000 of the 2008 Utility Revenue Bond. At September 30, 2024, \$1,290,000 of defeased bonds remains outstanding.

Notes Payable

On January 16, 2024, the City, a Texas municipal corporation (the “Borrower”), entered into a Loan Agreement with the EEDC (the “Lender”, a non-profit development corporation established under the Texas Development Corporation Act, Texas Local Government Code Section 501 et seq., as amended. The loan was executed for the purchase of certain improvements on the real property know as Toros Stadium, located at 1616 S. Raul Longoria Rd. #9169, Edinburg, TX 78542 as an economic development. The principal amount is \$7,257,022 and will not bear interest for the duration of the agreement. For any year during the term of the agreement in which the EEDC does not owe an amount to the City, the City shall provide the EEDC with either a cash payment or an equivalent asset payment of at least \$500,00. If an asset payment is made, its value shall be determined by either: 1. The then-current market value assessed by a third party agreed upon by both parties, or 2. A value mutually agreed upon by the parties.

On January 19, 2024, the City of Edinburg (the “Borrower”) entered into an agreement with Toros Stadium, LLC (the “Seller”) to acquire certain improvements on the real property known as Toros Stadium for a total purchase price of \$46,250,000. The acquisition was intended to spur and promote economic development in the City of Edinburg. As part of the transaction, the Borrower assumed an existing loan \$39,080,000 held by Toros Stadium, LLC, and provided \$7,257,900 in cash.

On the same date, January 19, 2024, the City of Edinburg (the “Seller”) entered into an agreement with the Board of Regents of the University of Texas System (the “Buyer”) for the sale of certain improvements on the Toros Stadium for a total of sale price was \$39,080,000. As part of this transaction, the Buyer paid off the existing first mortgage loan of \$39,080,000, and the Seller covered closing costs totaling \$106,459.

CITY OF EDINBURG, TEXAS
NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEAR ENDED SEPTEMBER 30, 2024

NOTE 8 – LONG TERM DEBT - (CONTINUED)

Financing Leases

Financing Leases outstanding at September 30, 2024 are as follows:

\$19,758,511, Combined Bank of America Funding purchase agreement for the purchase of major equipment and vehicles.	\$ 4,473,016
\$30,001,432, Signature Public Funding purchase agreement for the purchase of major equipment and vehicles	<u>19,316,252</u>
Total financing leases	<u>23,789,268</u>
Less: Current Portion of Financing Leases	<u>(5,277,688)</u>
Financing Leases, Net of Current Portion	<u>\$ 18,511,580</u>

Year Ending September 30,	Financing Lease Payments	
	Principal	Interest
2025	\$ 5,277,688	\$ 324,515
2026	5,084,084	253,282
2027	3,724,504	177,955
2028	2,955,417	127,139
2029	2,382,349	84,737
2030-2034	4,365,226	74,667
Total	\$ 23,789,268	\$ 1,042,295

Year Ending September 30, 2023	Financing Lease Payments	
	Principal	Interest
Governmental Activities	\$ 8,735,777	\$ 330,916
Business-Type Activities	15,053,491	711,379
Total	\$ 23,789,268	\$ 1,042,295

CITY OF EDINBURG, TEXAS
NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEAR ENDED SEPTEMBER 30, 2024

NOTE 8 – LONG TERM DEBT - (CONTINUED)

Business-Type Activities

Landfill Closure and Postclosure Care Costs

State and federal laws and regulations require that the City of Edinburg place a final cover on its landfill when closed and perform certain maintenance and monitoring functions at the landfill site for thirty years after closure. In addition to operating expenses related to current activities of the landfill, an expense provision and related liability are being recognized based on the future closure and postclosure care costs that will be incurred near or after the date the landfill no longer accepts waste. The recognition of these landfill closure and postclosure care costs is based on the amount of the landfill used during the year. The estimated liability for landfill closure and postclosure care costs in the Solid Waste Management Fund, an enterprise fund, are as follows: Permit 956-C, has a balance of \$5,883,431 as of September 30, 2024, which is based on 20.90% usage (filled). Permit 2302 has a balance of \$815,843 as of September 30, 2024, which is based on 37.96% usage (filled). It is estimated that an additional \$23,593,782 will be recognized as closure and postclosure care expenses between the date of the balance sheet and the date the landfill is expected to be filled to capacity. The estimated total current cost of the landfill closure and postclosure care (\$30,293,056) is based on the amount that would be paid if all equipment, facilities, and services required to close, monitor, and maintain the landfill were acquired as of September 30, 2024. The actual cost of closure and postclosure care may be higher due to inflation, changes in technology, or changes in landfill laws and regulations.

The City has complied with financial assurance requirements pursuant to 30 Texas Administrative Code, Chapter 37 by submitting a local government financial test submitted to the Texas Commission on Environmental Quality.

Long-term liability activity for the year ended September 30, 2024 was follows:

	Balance at September 30, 2023	Additional Obligations and Net Increases	Retirement and Net Decreases	Balances at September 30, 2024	Amounts Due within One Year
Governmental Activities					
General obligation bonds	\$ 94,921,037	\$ -	\$ 4,591,033	\$ 90,330,004	\$ 4,795,000
Add: issuance premium	7,278,301	-	580,839	6,697,462	-
General obligation bonds payable	102,199,338	-	5,171,872	97,027,466	4,795,000
Tax increment contract revenue bonds	35,925,000	-	945,000	34,980,000	995,000
Add: issuance premium	1,558,867	-	70,858	1,488,009	-
Less: issuance discount	(103,270)	-	(4,694)	(98,576)	-
Tax increment contract revenue bonds payable	37,380,597	-	1,011,164	36,369,433	995,000
Notes payable	-	46,337,022	39,080,000	7,257,022	-
Financing Lease Obligations	11,629,909	-	2,894,132	8,735,777	2,246,678
Reimbursement obligation - developer	7,675,436	-	926,683	6,748,753	-
Compensated absences	5,968,707	639,109	261,326	6,346,490	1,909,581
Governmental activities long-term liabilities	\$ 164,853,987	\$ 46,976,131	\$ 49,345,177	\$ 162,484,941	\$ 9,946,259

CITY OF EDINBURG, TEXAS
NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEAR ENDED SEPTEMBER 30, 2024

NOTE 8 – LONG TERM DEBT - (CONTINUED)

Business-type Activities	Balance at September 30, 2023	Additional Obligations and Net Increases	Retirement and Net Decreases	Balances at September 30, 2024	Amounts Due within One Year
Revenue bonds	\$ 77,955,000		\$ 3,540,000	\$ 74,415,000	\$ 3,635,000
Add: issuance premium	1,896,021	-	185,686	1,710,335	-
Revenue bonds payable	79,851,021	-	3,725,686	76,125,335	3,635,000
General obligation bonds	8,853,967	-	733,967	8,120,000	370,000
Add: issuance premium	1,108,967	-	82,752	1,026,215	-
General obligation bonds payable	9,962,934	-	816,719	9,146,215	370,000
Financing Lease Obligations	18,628,461	-	3,574,970	15,053,491	3,031,010
Landfill closure and postclosure	6,205,607	838,397	344,731	6,699,273	-
Compensated absences	747,500	56,189	15,966	787,723	350,495
Business-type activities long-term liabilities	\$ 115,395,523	\$ 894,586	\$ 8,478,072	\$ 107,812,037	\$ 7,386,505

	Governmental Activities	Business-Type Activities
<i>Balance as September 30, 2024</i>		
Long-term liabilities	\$ 162,484,941	\$ 107,812,037
Less: amounts due within one year	(9,946,259)	(7,386,505)
Total liabilities due in more than one year (Exhibit 1-A)	\$ 152,538,682	\$ 100,425,532

Generally, the general and special revenue funds liquidate the portion of compensated absences that pertain to the respective funds. The liquidation of the reimbursement obligation and tax increment contract revenue bonds will be through tax increment collections remitted to the City of Edinburg, Local Government Finance Corporation (a blended component unit).

Component Units

Edinburg Economic Development Corporation

Bonds payable at September 30, 2024 consist of the following:

\$10,840,000 Bond Issue Series 2019; payable in semi-annual installments plus interest maturing August 15, 2044.	9,590,000
\$7,730,000 2021A Sales Tax Revenue Bonds; payable in semi-annual installments plus interest of 2.00%-3.375% maturing in August 15, 2046, collateralized by sales and use tax receipts.	7,050,000
\$2,250,000 2021B Sales Tax Revenue Bonds; payable in semi-annual installments plus interest of 4.750%-5.250% maturing in August 15, 2046, collateralized by sales and use tax receipts.	2,090,000
\$13,610,000 2021 Sales Tax Revenue Refunding Bonds; payable in semi-annual installments plus interest of .335%-2.340% maturing in February 15, 2035, collateralized by sales and use tax receipts.	<u>12,800,000</u>
Total Bonds Payable	<u>31,530,000</u>

CITY OF EDINBURG, TEXAS
NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEAR ENDED SEPTEMBER 30, 2024

NOTE 8 – LONG TERM DEBT - (CONTINUED)

Less: Current Portion of Bonds Payable (1,665,000)

Total Bonds Payable, Net of Current Portion \$ 29,865,000

Annual debt service requirements to maturity for EEDC's long-term debt are as follows:

Year Ending September 30,	EEDC	
	Principal	Interest
2025	\$ 1,665,000	\$ 1,010,977
2026	1,695,000	977,766
2027	1,735,000	941,187
2028	1,775,000	900,010
2029	1,815,000	856,043
2030-2034	9,865,000	3,510,424
2035-2039	5,990,000	2,178,641
2040-2044	5,830,000	1,031,263
2045-2049	1,160,000	67,406
Total	\$ 31,530,000	\$ 11,473,717

The following is a summary of changes in long-term debt obligations for the EEDC for the year ended September 30, 2024:

	Balance at September 30, 2023	Reductions	Balance at September 30, 2024	Amounts Due Within One Year
Bonds payable	\$ 33,155,000	\$ (1,625,000)	\$ 31,530,000	\$ 1,665,000
Total Bonds Payable	\$ 33,155,000	\$ (1,625,000)	\$ 31,530,000	\$ 1,665,000

Right-to-Use Leases Payable

On October 1, 2021, the City entered into a 34-month lease as Lessee for the use of HP Copier - E87640z. An initial lease liability was recorded in the amount of \$9,306. As of September 30, 2024, the value of the lease liability is \$0. The City is required to make monthly fixed payments of \$275. The lease has an interest rate of 0.3277%. The Equipment estimated useful life was 0 months as of the contract commencement. The value of the right to use asset as of September 30, 2024 of \$0 with accumulated amortization of \$0 is included with Equipment on the Lease Class activities table found below.

On October 1, 2021, the City entered into a 56-month lease as Lessee for the use of Pitney Bowes equipment. An initial lease liability was recorded in the amount of \$51,164. As of September 30, 2024, the value of the lease liability is \$17,216. The City is required to make quarterly fixed payments of \$2,885. The lease has an interest rate of 0.6320%. The Equipment estimated useful life was 0 months as of the contract commencement. The value of the right to use asset as of September 30, 2024 of \$51,164 with accumulated amortization of \$32,891 is included with Equipment on the Lease Class activities table found below.

CITY OF EDINBURG, TEXAS
NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEAR ENDED SEPTEMBER 30, 2024

NOTE 8 – LONG TERM DEBT - (CONTINUED)

On October 1, 2021, the City entered into a 24-month lease as Lessee for the use of New 2019 Golf Cars. An initial lease liability was recorded in the amount of \$140,952. As of September 30, 2024, the value of the lease liability is \$0. The City is required to make monthly fixed payments of \$5,888. The lease has an interest rate of 0.2477%. The Vehicles estimated useful life was 0 months as of the contract commencement. The value of the right to use asset as of September 30, 2024, of \$0 with accumulated amortization of \$0 is included with Vehicles on the Lease Class activities table found below.

On May 21, 2024, the City entered into a 60 month lease as Lessee for the use of PNC Equipment EZ Go Golfcarts Lease . An initial lease liability was recorded in the amount of \$955,860. As of September 30, 2024, the value of the lease liability is \$876,209, and the value of the short-term lease liability is \$191,161. The City is required to make monthly fixed payments of \$15,932. The lease has an interest rate of 0.0035%. The Vehicles estimated useful life was 0 months as of the contract commencement. The value of the right to use asset as of September 30,2024 of \$955,860 with accumulated amortization of \$69,810 is included with Vehicles on the Lease Class activities table found below.

On April 05, 2024, the City entered into a 33 month lease as Lessee for the use of RICOH USA C-265-24. An initial lease liability was recorded in the amount of \$13,364. As of September 30, 2024, the value of the lease liability is \$12,147, and the value of the short-term lease liability is \$5,303. The City is required to make monthly fixed payments of \$415. Additionally, there are monthly other reasonably certain payments of \$50. The lease has an interest rate of 2.8510%. The Equipment estimated useful life was 0 months as of the contract commencement. The value of the right to use asset as of September 30, 2024 of \$13,364 with accumulated amortization of \$2,376 is included with Equipment on the Lease Class activities table found below.

Governmental Activities	Balance as of October 1, 2023	Additions	Reductions	Balance as of September 30, 2024
Lease Liability				
Equipment				
HP Copier - E87640z	\$ 2,746	\$ -	\$ 2,746	\$ -
Total Equipment Lease Liability	2,746	-	2,746	-
Total Lease Liability	\$ 2,746	\$ -	\$ 2,746	\$ -

Business-Type Activities	Balance as of October 1, 2023	Additions	Reductions	Balance as of September 30, 2024
Lease Liability				
Equipment				
Pitney bowes - Finance department	\$ 28,603	\$ -	\$ 11,387	\$ 17,216
RICOH USA C-265-24	-	13,364	1,217	12,147
Total Equipment Lease Liability	28,603	13,364	12,604	29,363

Vehicles				
New 2019 Golf Cars	-	-	-	-
PNC Equipment -EZ Go Golfcarts Lease	-	955,860	79,651	876,209
Total Vehicle Lease Liability	-	955,860	79,651	876,209
Total Lease Liability	\$ 28,603	\$ 969,224	\$ 92,255	\$ 905,572

CITY OF EDINBURG, TEXAS
NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEAR ENDED SEPTEMBER 30, 2024

NOTE 8 – LONG TERM DEBT - (CONTINUED)

Principal and Interest Requirements to Maturity

Business-Type Activities Year Ending September 30,	Right-to-Use Leases	
	Principal	Interest
2025	\$ 207,923	\$ 387
2026	202,380	159
2027	192,563	21
2028	191,181	8
2029	111,525	1
Total	\$ 905,572	\$ 576

	Balance as of October 1, 2023	Additions	Reductions	Balance as of September 30, 2024
Governmental Activities				
Lease Assets				
Equipment				
HP Copier - E87640z	\$ 9,306	\$ -	\$ -	\$ -
Total Equipment Lease Assets	9,306	-	9,306	-
Total Lease Assets	9,306	-	9,306	-
Lease Accumulated Amortization				
Equipment				
HP Copier - E87640z	6,400	2,906	9,306	-
Total Equipment Lease Accumulated Amortization	6,400	2,906	9,306	-
Total Lease Accumulated Amortization	6,400	2,906	9,306	-
Total Governmental Lease Assets, Net	\$ 2,906	\$ (2,906)	\$ -	\$ -

CITY OF EDINBURG, TEXAS
NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEAR ENDED SEPTEMBER 30, 2024

NOTE 8 – LONG TERM DEBT - (CONTINUED)

Business-Type Activities	Balance as of October 1, 2023	Additions	Reductions	Balance as of September 30, 2024
Lease Assets				
Equipment				
Pitney bowes - Finance department	\$ 51,164	\$ -	\$ -	\$ 51,164
RICOH USA C-265-24	-	13,364	-	13,364
Total Equipment Lease Assets	51,164	13,364	-	64,528
Vehicles				
New 2019 Golf Cars	140,952	-	140,952	-
PNC Equipment - EZ Go Golfcarts Lease	-	955,860	-	955,860
Total Vehicle Lease Assets	140,952	955,860	140,952	955,860
Total Lease Assets	192,116	969,224	140,952	1,020,388
Lease Accumulated Amortization				
Equipment				
Pitney bowes - Finance department	21,927	10,964	-	32,891
RICOH USA C-265-24	-	2,376	-	2,376
Total Equipment Lease Accumulated Amortization	21,927	13,340	-	35,267
Vehicles				
New 2019 Golf Cars	138,263	2,689	140,952	-
PNC Equipment - EZ Go Golfcarts Lease	-	69,810	-	69,810
Total Vehicle Lease Accumulated Amortization	138,263	72,499	140,952	69,810
Total Lease Accumulated Amortization	160,190	85,839	140,952	105,077
Total Business-Type Lease Assets, Net	\$ 31,926	\$ 883,385	\$ -	\$ 915,311

Subscription-Based Information Technology Arrangements

On October 1, 2022, the City entered into a 25 month subscription for the use of Toro NSN. An initial subscription liability was recorded in the amount of \$4,075. As of September 30, 2024, the value of the subscription liability is \$323. The City is required to make monthly fixed payments of \$285. The subscription has an interest rate of 3.2067%. The value of the right to use asset as of September 30, 2024, of \$4,075 with accumulated amortization of \$3,865 is included with Software on the Subscription Class activities table found below.

On February 13, 2023, the City entered into a 36 month subscription for the use of ESRI Software. An initial subscription liability was recorded in the amount of \$160,768. As of September 30, 2024, the value of the subscription liability is \$53,577. The City is required to make annual fixed payments of \$55,000. The subscription has an interest rate of 2.6560%. The value of the right to use asset as of September 30, 2024 of \$160,768 with accumulated amortization of \$87,529 is included with Software on the Subscription Class activities table found below. The City had a termination period of 1 month as of the subscription commencement.

CITY OF EDINBURG, TEXAS
NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEAR ENDED SEPTEMBER 30, 2024

NOTE 8 – LONG TERM DEBT - (CONTINUED)

On October 1, 2022, the City entered into a 28 month subscription for the use of VMware Software. An initial subscription liability was recorded in the amount of \$75,011. As of September 30, 2024, the value of the subscription liability is \$0. The City is required to make annual fixed payments of \$38,586. The subscription has an interest rate of 3.2067%. The value of the right to use asset as of September 30, 2024, of \$75,011 with accumulated amortization of \$62,509 is included with Software on the Subscription Class activities table found below.

On October 1, 2022, the City entered into a 17 month subscription for the use of Coban Dvms. An initial subscription liability was recorded in the amount of \$4,930. As of September 30, 2024, the value of the subscription liability is \$0. The City is required to make annual fixed payments of \$4,995. The subscription has an interest rate of 3.1440%. The value of the right to use asset as of September 30, 2024, of \$0 with accumulated amortization of \$0 is included with Software on the Subscription Class activities table found below.

On May 16, 2023, the City entered into a 24 month subscription for the use of DVMS Solution. An initial subscription liability was recorded in the amount of \$1,442. As of September 30, 2024, the value of the subscription liability is \$0. The City is required to make annual fixed payments of \$1,100. The subscription has an interest rate of 2.4700%. The value of the right to use asset as of September 30, 2024 of \$1,442 with accumulated amortization of \$992 is included with Software on the Subscription Class activities table found below.

On October 1, 2022, the City entered into a 20 month subscription for the use of Broadband Infrastructure. An initial subscription liability was recorded in the amount of \$21,658. As of September 30, 2024, the value of the subscription liability is \$0. The City is required to make annual fixed payments of \$11,243. The subscription has an interest rate of 3.2067%. The value of the right to use asset as of September 30, 2024 of \$0 with accumulated amortization of \$0 is included with Software on the Subscription Class activities table found below. The City had a termination period of 1 month as of the subscription commencement.

On October 1, 2022, the City entered into a 17 month subscription for the use of Clear Proflex. An initial subscription liability was recorded in the amount of \$23,846. As of September 30, 2024, the value of the subscription liability is \$0. The City is required to make monthly fixed payments of \$1,311. The subscription has an interest rate of 3.1440%. The value of the right to use asset as of September 30, 2024 of \$0 with accumulated amortization of \$0 is included with Software on the Subscription Class activities table found below.

On October 1, 2022, the City entered into a 24 month subscription for the use of Tyler Tech -New World Public Safety Software. An initial subscription liability was recorded in the amount of \$197,149. As of September 30, 2024, the value of the subscription liability is \$0. The City is required to make annual fixed payments of \$100,130. The subscription has an interest rate of 3.2067%. The value of the right to use asset as of September 30, 2024 of \$0 with accumulated amortization of \$0 is included with Software on the Subscription Class activities table found below.

CITY OF EDINBURG, TEXAS
NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEAR ENDED SEPTEMBER 30, 2024

NOTE 8 – LONG TERM DEBT - (CONTINUED)

On October 1, 2022, the City entered into a 21 month subscription for the use of EnerGov Software. An initial subscription liability was recorded in the amount of \$26,336. As of September 30, 2024, the value of the subscription liability is \$0. The City is required to make annual fixed payments of \$27,040. The subscription has an interest rate of 3.2067%. The value of the right to use asset as of September 30, 2024 of \$0 with accumulated amortization of \$0 is included with Software on the Subscription Class activities table found below.

On June 28, 2023, the City entered into a 24 month subscription for the use of CivicClerk City's Agenda Software C-377-23. An initial subscription liability was recorded in the amount of \$15,197. As of September 30, 2024, the value of the subscription liability is \$0. The City is required to make annual fixed payments of \$9,354. The subscription has an interest rate of 2.4700%. The value of the right to use asset as of September 30, 2024 of \$15,197 with accumulated amortization of \$9,562 is included with Software on the Subscription Class activities table found below.

On October 1, 2022, the City entered into a 36 month subscription for the use of OpenGov. An initial subscription liability was recorded in the amount of \$64,777. As of September 30, 2024, the value of the subscription liability is \$21,589. The City is required to make annual fixed payments of \$22,059. The subscription has an interest rate of 2.1840%. The value of the right to use asset as of September 30, 2024 of \$64,777 with accumulated amortization of \$43,224 is included with Software on the Subscription Class activities table found below.

On September 17, 2024, the City entered into a 60 month subscription for the use of Safe Fleet Nexus Project C-563-24. An initial subscription liability was recorded in the amount of \$482,797. As of September 30, 2024, the value of the subscription liability is \$366,585, and the value of the short-term subscription liability is \$87,588. Edinburg, TX is required to make annual fixed payments of \$116,740. The subscription has an interest rate of 3.0270%. The value of the right to use asset as of September 30, 2024 of \$482,797 with accumulated amortization of \$3,755 is included with Software on the Subscription Class activities table found below.

On April 01, 2024, Edinburg, TX entered into a 36 month subscription for the use of CLEAR C-243-24 - West Publishing Corporation. An initial subscription liability was recorded in the amount of \$51,969. As of September 30, 2024, the value of the subscription liability is \$43,985, and the value of the short-term subscription liability is \$16,518. Edinburg, TX is required to make monthly fixed payments of \$1,446. The subscription has an interest rate of 3.4500%. The value of the right to use asset as of September 30, 2024 of \$51,969 with accumulated amortization of \$8,661 is included with Software on the Subscription Class activities table found below.

CITY OF EDINBURG, TEXAS
NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEAR ENDED SEPTEMBER 30, 2024

NOTE 8 – LONG TERM DEBT - (CONTINUED)

Governmental Activities	Balance as of October 1, 2023	Additions	Reductions	Balance as of September 30, 2024
Subscription Liability				
Software				
Broadband Infrastructure	\$ 10,894	\$ -	\$ 10,894	\$ -
CivicClerk City's Agenda Software C-377-23	5,846	-	5,846	-
Clear Proflex	8,185	-	8,185	-
DVMS Solution	712	-	712	-
ESRI Software	105,768	-	52,191	53,577
OpenGov	42,718	-	21,129	21,589
Tyler Tech -New World Public Safety Software	97,019	-	97,019	-
Vmware Software	37,387	-	37,387	-
CLEAR C-243-24 - West Publishing Corporation	-	51,969	7,984	43,985
Safe Fleet Nexus Project C-563-24	-	482,797	116,212	366,585
Total Software Subscription Liability	308,529	534,766	357,559	485,736
Total Subscription Liability	\$ 308,529	\$ 534,766	\$ 357,559	\$ 485,736

BUSINESS-TYPE ACTIVITIES:	Balance as of October 1, 2023	Reductions	Balance as of September 30, 2024
Subscription Liability			
Software			
Toro NSN	\$ 2,223	\$ 1,900	\$ 323
Total Software Subscription Liability	2,223	1,900	323
Total Subscription Liability	\$ 2,223	\$ 1,900	\$ 323

Principal and Interest Requirements to Maturity

Governmental Activities	SBITA's	
Year Ending September 30,	Principal	Interest
2025	\$ 179,273	\$ 14,253
2026	108,240	9,114
2027	102,438	5,809
2028	95,785	2,899
Total	\$ 485,736	\$ 32,075

Business-Type Activities	SBITA's	
Year Ending September 30,	Principal	Interest
2025	\$ 323	\$ 1
Total	\$ 323	\$ 1

CITY OF EDINBURG, TEXAS
NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEAR ENDED SEPTEMBER 30, 2024

NOTE 8 – LONG TERM DEBT - (CONTINUED)

Governmental Activities	Balance as of October 1, 2023	Additions	Reductions	Balance as of September 30, 2024
Subscription Assets				
Software				
Broadband Infrastructure	\$ 273,974	\$ -	\$ 273,974	\$ -
CivicClerk City's Agenda Software C-377-23	15,197	-	-	15,197
Clear Proflex	23,846	-	23,846	-
Coban Dvms	4,930	-	4,930	-
DVMS Solution	1,442	-	-	1,442
ESRI Software	160,768	-	-	160,768
EnerGov Software	26,336	-	26,336	-
OpenGov	64,777	-	-	64,777
Tyler Tech -New World Public Safety Software	197,149	-	197,149	-
Vmware Software	75,012	-	-	75,012
CLEAR C-243-24 - West Publishing Corporation	-	51,969	-	51,969
Safe Fleet Nexus Project C-563-24	-	482,797	-	482,797
Total Software Subscription Assets	843,431	534,766	526,235	851,962
Total Subscription Assets	843,431	534,766	526,235	851,962
Subscription Accumulated Amortization				
Software				
Broadband Infrastructure	160,898	113,076	273,974	-
CivicClerk City's Agenda Software C-377-23	1,963	7,599	-	9,562
Clear Proflex	16,800	7,047	23,847	-
Coban Dvms	3,480	1,450	4,930	-
DVMS Solution	270	721	-	991
ESRI Software	33,940	53,589	-	87,529
EnerGov Software	15,049	11,287	26,336	-
OpenGov	21,612	21,612	-	43,224
Tyler Tech -New World Public Safety Software	98,574	98,574	197,148	-
Vmware Software	31,256	31,255	-	62,511
CLEAR C-243-24 - West Publishing Corporation	-	8,661	-	8,661
Safe Fleet Nexus Project C-563-24	-	3,755	-	3,755
Total Software Subscription Accumulated Amortization	383,842	358,626	526,235	216,233
Total Subscription Accumulated Amortization	383,842	358,626	526,235	216,233
Total Governmental Subscription Assets, Net	\$ 459,589	\$ 176,140	\$ -	\$ 635,729

CITY OF EDINBURG, TEXAS
NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEAR ENDED SEPTEMBER 30, 2024

NOTE 8 – LONG TERM DEBT - (CONTINUED)

Business-Type Activities	Balance as of October 1, 2023	Additions	Reductions	Balance as of September 30, 2024
Subscription Assets				
Software				
Toro NSN	\$ 4,075	\$ -	\$ -	\$ 4,075
Total Software Subscription Assets	4,075	-	-	4,075
Total Subscription Assets	4,075	-	-	4,075
Subscription Accumulated Amortization				
Software				
Toro NSN	1,933	1,932	-	3,865
Total Software Subscription Accumulated Amortization	1,933	1,932	-	3,865
Total Subscription Accumulated Amortization	1,933	1,932	-	3,865
Total Business-Type Subscription Assets, Net	\$ 2,142	\$ (1,932)	\$ -	\$ 210

NOTE 9 – RESTRICTED ASSETS AND PAYABLES

Restricted Assets and payables

Restricted assets included in the governmental activities as of September 30, 2024 consist of \$8,603,311 of cash with fiscal agent reported in the General Fund (\$5,551,785) and the LGFC Fund (\$3,051,394), a nonmajor governmental fund.

Revenue bond indentures require that during the periods over which the bonds are outstanding, the City maintain certain separate accounts and funds to account for the proceeds from the issuance of the revenue bonds and the debt service deposits made from revenues. These restricted assets can be used only in accordance with the revenue bond indenture.

Restricted assets included in business-type activities as of September 30, 2024 consists of:

Type	Description	Fund	Amount
Cash with Fiscal Agent	Unspent Capital Lease Proceeds	Water and Sewer Fund	\$ 2,935,338
Cash with Fiscal Agent	Unspent Capital Lease Proceeds	Solid Waste Management Fund	2,702,619
Cash with Fiscal Agent	Unspent Capital Lease Proceeds	Nonmajor Enterprise Funds	394,271
Cash with Fiscal Agent	Unspent Bond Proceeds	Water and Sewer Fund	35,806,151
TexPool Restricted	Unspent Bond Proceeds	Water and Sewer Fund	5,660,647
TexPool Restricted	Unspent Bond Proceeds	Solid Waste Management Fund	12,979,790
TexPool Restricted	Related to Debt Service	Water and Sewer Fund	3,574,710
Total			\$ 64,053,526

Liabilities payable from restricted assets included in business-type activities as of September 30, 2024 consist of accrued interest payable in the amount of \$121,966 in the Water and Sewer Fund.

**CITY OF EDINBURG, TEXAS
NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEAR ENDED SEPTEMBER 30, 2024**

NOTE 10 – NET POSITION RESTRICTED BY ENABLING LEGISLATION

The Government-Wide Statement of Net Position includes \$2,516,614 restricted by enabling legislation. This net position represents revenues received by the City with various state laws restricting their use. These revenues may only be used for statutorily authorized purposes. This includes, \$610,748 for municipal court purposes, \$1,484,725 from hotel occupancy tax for tourism and \$421,141 is restricted under Chapter 66 of the Texas Utilities Code to support capital costs related to public, educational, and governmental (PEG) programming to citizens.

NOTE 11 – DEFICIT NET POSITION/FUND BALANCE

Net position deficit of \$59,8710 exists in the Ebony Golf Course resulting from several years of losses from operations. Currently, the Solid Waste Management Fund subsidizes these deficits to support the quality of life aspect the golf fund promotes. Net position is expected to increase in the future as operations and fee charges are monitored and reviewed annually.

NOTE 12 – EMPLOYEE RETIREMENT BENEFIT PLANS

Texas Municipal Retirement System

Plan Description

The City participates as one of 934 plans in the nontraditional, joint contributory, hybrid defined benefit pension plan administered by the Texas Municipal Retirement System (TMRS). TMRS is an agency created by the State of Texas and administered in accordance with the TMRS Act, Subtitle G, Title 8, Texas Government Code (the TMRS Act) as an agent multiple-employer retirement system for municipal employees in the State of Texas. The TMRS Act places the general administration and management of the System with a six-member Board of Trustees. Although the Governor, with the advice and consent of the Senate, appoints the Board, TMRS is not fiscally dependent on the State of Texas. TMRS's defined benefit pension plan is a tax-qualified plan under Sections 401(a) of the Internal Revenue Code. TMRS issues a publicly available comprehensive annual financial report that can be obtained at www.tmrs.org.

All eligible employees of the city are required to participate in TMRS.

Benefits Provided

TMRS provides retirement, disability, and death benefits. Benefit provisions are adopted by the governing body of the City, within the options available in the state statutes governing TMRS.

At retirement, the benefit is calculated as if the sum of the employee's contributions, with interest, and the City-financed monetary credits with interest were used to purchase an annuity. Members may choose to receive their retirement benefit in one of seven payment options. Members may also choose to receive a portion of their benefit as a Partial Lump Sum Distribution in an amount equal to 12, 24 or 36 monthly payments which cannot exceed 75% of the member's deposits and interest.

**CITY OF EDINBURG, TEXAS
NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEAR ENDED SEPTEMBER 30, 2024**

NOTE 12 – EMPLOYEE RETIREMENT BENEFIT PLANS - (CONTINUED)

Employees Covered by Benefit Terms

At the December 31, 2023 valuation and measurement date, the following employees were covered by the benefit terms:

Inactive employees or beneficiaries currently receiving benefits	352
Inactive employees entitled to but not yet receiving benefits	701
Active employees	<u>1,058</u>
Total	<u><u>2,111</u></u>

Contributions

The contribution rates for employees in TMRS are either 5%, 6%, or 7% of employee gross earnings, and the city matching percentages are either 100%, 150%, or 200%, both as adopted by the governing body of the city. Under the state law governing TMRS, the contribution rate for each city is determined annually by the actuary, using the Entry Age Normal (EAN) actuarial cost method. The actuarially determined rate is the estimated amount necessary to finance the cost of benefits earned by employees during the year, with an additional amount to finance any unfunded accrued liability.

Employees for the City were required to contribute 7% of their annual gross earnings during the fiscal year. The contribution rates for the City were 14.53% and 14.86% in the calendar years 2023 and 2024, respectively. The City's contributions to TMRS for the year ended September 30, 2024 were \$8,335,170 and were equal to the required contributions.

Net Pension Liability

The City's Net Pension Liability (NPL) was measured as of December 31, 2023, for TMRS and the Total Pension Liability (TPL) used to calculate the Net Pension Liability was determined by an actuarial valuation as of that date.

Actuarial Assumptions

The Total Pension Liability in the December 31, 2023 actuarial valuation was determined using the following actuarial assumptions:

Inflation	2.50% per year
Overall payroll growth	2.75% per year, adjusted down for population declines, if any
Investment rate of return	6.75%, net of pension plan investment expense, including inflation

Salary increases are based on a service-related table. Mortality rates for active members are based on the PUB(10) mortality tables with 110% of the Public Safety table used for males and 100% of the General Employee table used for females. Mortality rates for healthy retirees and beneficiaries are based on the Gender-distinct 2019 Municipal Retirees of Texas mortality tables. Male rates are multiplied by 103% and female rates are multiplied by 105%. The rates for actives, healthy retirees and beneficiaries are projected on a fully generational basis by the most recent Scale MP-2021 to account for future mortality improvements. For disabled annuitants, the same mortality tables for healthy retirees are used with a 4-year set-forward for males and a 3-year set-forward for females.

CITY OF EDINBURG, TEXAS
NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEAR ENDED SEPTEMBER 30, 2024

NOTE 12 – EMPLOYEE RETIREMENT BENEFIT PLANS - (CONTINUED)

In addition, a 3.5% and 3.0% minimum mortality rate is applied, for males and females respectively, to reflect the impairment for younger members who become disabled. The rates are projected on a fully generational basis by the most recent Scale MP2021 to account for future mortality improvements subject to the 3% floor.

The actuarial assumptions were developed primarily from the actuarial investigation of the experience of TMRS over the four-year period from December 31, 2018 to December 31, 2022. The assumptions were adopted in 2023 and first used in the December 31, 2023, actuarial valuation. The post-retirement mortality assumption for Annuity Purchase Rates (APRs) is based on the Mortality Experience Investigation Study covering 2009 through 2011 and dated December 31, 2013. Plan assets are managed on a total return basis with an emphasis on both capital appreciation as well as the production of income to satisfy the short-term and long-term funding needs of TMRS.

The long-term expected rate of return on pension plan investments was determined by best estimate ranges of expected returns for each major asset class. The long-term expected rate of return is determined by weighting the expected return for each major asset class by the respective target asset allocation percentage. The target allocation and best estimates of the expected return for each major asset class in fiscal year 2024 are summarized in the following table:

Asset Class (Arithmetic)	Target Allocation	Long-Term Expected Net Real Rate of Return
Global Equity	35.0%	6.70%
Core Fixed Income	6.0%	4.70%
Non-Core Fixed Income	20.0%	8.00%
Real estate	12.0%	7.70%
Other Public and Private Markets	12.0%	8.00%
Hedge Funds	5.0%	6.40%
Private equity	10.0%	11.60%
Total	100.0%	

Discount Rate

The discount rate used to measure the Total Pension Liability was 6.75%. The projection of cash flows used to determine the discount rate assumed that Member and employer contributions will be made at the rates specified in statute. Based on that assumption, the pension plan's Fiduciary Net Position was projected to be available to make all projected future benefit payments of current active and inactive Members. Therefore, the long-term expected rate of return on pension plan investments was applied to all periods of projected benefit payments to determine the Total Pension Liability.

CITY OF EDINBURG, TEXAS
NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEAR ENDED SEPTEMBER 30, 2024

NOTE 12 – EMPLOYEE RETIREMENT BENEFIT PLANS - (CONTINUED)

Schedule of Changes in Net Pension Liability

	Total Pension Liability		Plan Fiduciary Net Position		Net Pension Liability Liability
	(a)		(b)		(a) - (b)
Net Pension Liability - Beginning	\$ 206,900,197	\$	158,533,159	\$	48,367,038
Changes for the year:					
Service Cost	8,482,180		-		8,482,180
Interest (on the Total Pension Liability)	13,986,166		-		13,986,166
Change in benefit terms	-		-		-
Difference between expected and actual experience	754,754		-		754,754
Changes of assumptions	(1,080,357)		-		(1,080,357)
Contributions - employer	-		7,780,692		(7,780,692)
Contributions - employee	-		3,748,438		(3,748,438)
Net investment income	-		18,387,560		(18,387,560)
Benefit payments, including refunds of employee contributions	(7,877,664)		(7,877,664)		-
Administrative expense	-		(116,728)		116,728
Other changes	-		(816)		816
Net Changes	14,265,079		21,921,482		(7,656,403)
Net Pension Liability - Ending	\$ 221,165,276	\$	180,454,641	\$	40,710,635

The amount presented above includes pension liabilities for the City's discretely presented component units. At September 30, 2024, the City's Governmental Activities portion of the net pension obligation was \$30,359,744, the Business type activities portion was \$9,444,488, the Boys' & Girls' Club of Edinburg's portion was \$683,285 and the EEDC's portion was \$223,118. The total net pension liability was \$40,710,635.

Sensitivity of the Net Pension Liability to Changes in the Discount Rate

The following presents the Net Pension Liability of the city, calculated using the discount rate of 6.75%, as well as what the city's Net Pension Liability would be if it were calculated using a discount rate that is 1 percentage point lower (5.75%) or 1 percentage point higher (7.75%) than the current rate:

	1 % Decrease	Current Single Rate Assumption	1 % Increase
	5.75%	6.75%	7.75%
Governmental Activities	\$ 56,566,980	\$ 30,359,744	\$ 9,182,549
Business Type Activities	17,597,189	9,444,488	2,856,561
Boys & Girls Club	1,273,112	683,285	206,665
EEDC	415,719	223,118	67,484
Total net pension liability	\$ 75,853,000	\$ 40,710,635	\$ 12,313,259

Pension Plan Fiduciary Net Position

Detailed information about the pension plan's Fiduciary Net Position is available in a separately-issued TMRS financial report. That report may be obtained on the internet at www.tmr.com.

CITY OF EDINBURG, TEXAS
NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEAR ENDED SEPTEMBER 30, 2024

NOTE 12 – EMPLOYEE RETIREMENT BENEFIT PLANS - (CONTINUED)

Pension Expense and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions

For the year ended September 30, 2024, the City recognized pension expense of \$8,972,231. At September 30, 2024, the City reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Difference between expected and actual experience	\$ 4,300,804	\$ -
Changes in actuarial assumptions	14,518	843,955
Difference between projected and actual investment earnings	4,044,262	-
Contributions subsequent to measurement period	6,137,055	
Total	\$ 14,496,639	\$ 843,955

Of the total deferred outflows relating to the pension plan, \$10,704,374 is reported in Governmental Activities and \$3,474,965 is reported in Business-Type Activities. The Boys and Girls Club of Edinburg's portion is \$250,004 and the EEDC's portion is \$67,296.

Of the total deferred inflows relating to the pension plan, \$647,199 is reported in Governmental Activities, and \$177,051 is reported in Business-Type Activities. The Boys and Girls Club of Edinburg's portion is \$13,044 and the EEDC's portion is \$6,661.

The city includes contributions made subsequent to the measurement date December 31, 2023 through the City's fiscal year end September 30, 2024 as deferred outflows resources.

\$6,137,055 reported as deferred outflows of resources related to pensions resulting from contributions subsequent to the measurement date will be recognized as a reduction of the Net Pension Liability for the year ending September 30, 2025. Other amounts reported as deferred outflows and the inflows of resources related to pensions will be recognized in pension expense as follows:

Year Ending September 30,	Net Deferred Outflows (Inflows) of Resources
2025	\$ 2,739,003
2026	2,644,630
2027	3,709,923
2028	(1,577,927)
2029	-
Thereafter	-
Total	\$ 7,515,629

**CITY OF EDINBURG, TEXAS
NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEAR ENDED SEPTEMBER 30, 2024**

NOTE 12 – EMPLOYEE RETIREMENT BENEFIT PLANS - (CONTINUED)

Texas Emergency Services Retirement System

Plan Description

The Texas Emergency Services Retirement System (TESRS) administers a cost-sharing multiple employer pension system (the System) established and administered by the State of Texas to provide pension benefits for emergency services personnel who serve without significant monetary remuneration. Direct financial activity for the System is classified in the financial statements as pension trust funds. The System issues a stand-alone financial report that is available to the public at www.tesrs.org.

Of the nine member state board of trustees, at least five trustees must be active members of the pension system, one of whom must represent emergency medical services personnel. One trustee may be a retiree of the pension system, and three trustees must be persons who have experience in the fields of finance, securities investment, or pension administration. On August 31, 2024, there were 244 contributing fire and/or emergency services department members participating in TESRS. Eligible participants include volunteer emergency services personnel who are members in good standing of a member department.

Benefits Provided

Senate Bill 411, 65th Legislature, Regular Session (1977), created TESRS and established the applicable benefit provisions. The 79th Legislature, Regular Session (2005), re-codified the provisions and gave the TESRS Board of Trustees authority to establish vesting requirements, contribution levels, benefit formulas, and eligibility requirements by board rule. The benefit provisions include retirement benefits as well as death and disability benefits. Members are 50% vested after the tenth year of service, with the vesting percent increasing 10% for each of the next five years of service so that a member becomes 100% vested with 15 years of service.

Upon reaching age 55, each vested member may retire and receive a monthly pension equal to his vested percent multiplied by six times the governing body's average monthly contribution over the member's years of qualified service. For years of service in excess of 15 years, this monthly benefit is increased at the rate of 6.2% compounded annually. There is no provision for automatic postretirement benefit increases.

On and off-duty death benefits and on-duty disability benefits are dependent on whether or not the member was engaged in the performance of duties at the time of death or disability. Death benefits include a lump sum amount or continuing monthly payments to a member's surviving spouse and dependent children.

**CITY OF EDINBURG, TEXAS
NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEAR ENDED SEPTEMBER 30, 2024**

NOTE 12 – EMPLOYEE RETIREMENT BENEFIT PLANS - (CONTINUED)

Contributions Policy

Contributions are made by governing bodies for the participating departments. No contributions are required from the individuals who are members of the System, nor are they allowed. The governing bodies of each participating department are required to make contributions for each month a member performs emergency services for a department (this minimum contribution is \$36 per member and the department may make a higher monthly contribution for its members). This is referred to as a Part One contribution, which is the legacy portion of the System contribution that directly impacts future retiree annuities.

According to state law governing the System, the state is required to contribute an amount necessary to make the System “actuarially sound” each year, which may not exceed one-third of the total of all contributions made by participating governing bodies in a particular year.

The board rule defining contributions was amended in 2014 to add the potential for actuarially determined Part Two contributions that would be required only if the expected future annual contributions from the state are not enough with the Part One contributions to provide an adequate contribution arrangement as determined by the most recent actuarial valuation. This Part Two portion, which is actuarially determined as a percent of the Part One portion (not to exceed 15%), is to be actuarially adjusted every two years based on the most recent actuarial valuation. Based on August 31, 2024 actuarial valuation, even the maximum 15% Part Two contributions are not enough to have an adequate contribution arrangement.

Additional contributions may be made by governing bodies within two years of joining the System, to grant up to 15 years of credit for service per member. Prior service purchased must have occurred before the department began participation in the System.

A small subset of participating departments have a different contribution arrangement which is being phased out over time. In this arrangement, contributions made in addition to the monthly contributions for active members, are made by local governing bodies on a pay-as-you-go basis for members who were pensioners when their respective departments merged into the System. There is no actuarial impact associated with this arrangement as the pay-as-you-go contributions made by these governing bodies are always equal to benefit payments paid by the System.

Contributions Required and Contributions Made

The contribution requirement per active emergency services personnel member per month is not actuarially determined. Rather, the minimum contribution provisions are set by board rule, and there is no maximum contribution rate. For the fiscal year ending August 31, 2024, total contributions of \$43,790 were paid into TESRS by the City.

The purpose of the biennial actuarial valuation is to determine if the contribution arrangement is adequate to pay the benefits that are promised. Actuarial assumptions are disclosed in Section I(B)(1).

The most recently completed biennial actuarial valuation as of August 31, 2024 stated that TESRS has an inadequate contribution arrangement for the benefit provisions recognized in the valuation based on the expected total contributions, including the expected contributions both from the governing body of each participating department and from the state. The expected contributions from the state are state appropriations equal to (1) the maximum annual contribution (one-third of all contributions to TESRS by governing bodies of participating departments in a year) as needed in accordance with state law governing TESRS and (2) approximately \$825,000 each year to pay for part of the System’s administrative expenses.

CITY OF EDINBURG, TEXAS
NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEAR ENDED SEPTEMBER 30, 2024

NOTE 12 – EMPLOYEE RETIREMENT BENEFIT PLANS - (CONTINUED)

Net Pension Liability

Total Pension Liability	\$	2,084,751
Plan Fiduciary Net Position		1,174,213
City's Net Pension Liability	\$	910,538

Plan fiduciary net position as a percentage of the total pension liability	56.3%
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Actuarial Assumptions

The total pension liability in the August 31, 2024 actuarial valuation was determined using the following actuarial assumptions, applied to all periods included in the measurement:

Inflation	2.75%
Salary increases	N/A
Investment of rate of return	7.25% net of pension plan investment expense, including inflation
Municipal bond rate	3.87%
Discount Rate	5.38%

Mortality rates were based on the PubS-2010 (public safety) below-median income mortality tables for employees and for retirees, projected for mortality improvement generationally using projection scale MP-2019.

The long-term expected rate of return on pension plan investments was determined using a building-block method in which expected future net real rates of return (expected returns, net of pension plan investment expense and inflation) are developed for each major asset class. These components are combined to produce the long-term expected rate of return by weighting the expected future real rates of return by the target asset allocation percentage (currently 4.60%) and by adding expected inflation (2.75%). In addition, the final 7.25% assumption was selected by rounding down. The target allocation and expected arithmetic real rates of return for each major asset class are summarized in the following table:

Asset Class	Target Allocation	Long-Term Expected Net Real Rate of Return
Equities		
Large cap domestic	20.0%	5.71%
Small/mid cap domestic	10.0%	5.98%
Developed international	15.0%	6.19%
Emerging markets	5.0%	7.38%
Multi asset income	5.0%	3.75%
Real estate	10.0%	4.50%
Fixed income	30.0%	1.97%
Global infrastructure	5.0%	6.63%
Total	100.0%	
Weighted average		4.60%

CITY OF EDINBURG, TEXAS
NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEAR ENDED SEPTEMBER 30, 2024

NOTE 12 – EMPLOYEE RETIREMENT BENEFIT PLANS - (CONTINUED)

Discount rate

The discount rate used to measure the total pension liability was 5.38%. The projection of cash flows used to determine the discount rate assumed that contributions of the governing bodies will be made at the contribution rate as of August 31, 2024 and that state contributions will be made as assumed in the August 31, 2024 actuarial valuation. Based on those assumptions, the System's fiduciary net position was projected to make projected future benefit payments of current active and inactive employees through 2051. Therefore, the discount rate of 5.38% is the single rate of return that results in a present value of all projected benefits equal to the sum of (a) the present value of benefits through 2051 discounted at the long-term expected rate of return of 7.25% and (b) the present value of benefits after 2051 discounted at the 3.87% discount rate based on the Bond Buyer Index of general obligation bonds with 20 years to maturity at/near August 31, 2024.

Sensitivity of the Net Pension Liability to Changes in the Discount Rate

The following presents the net pension liability for the Firemen's Relief pension, calculated using the discount rate of 5.38%, as well as what the City's net pension liability would be if it were calculated using a discount rate that is 1-percentage-point lower or 1-percentage-point higher than the current rate:

1% Decrease 4.38%	Current Discount Rate 5.38%	1% Increase 6.38%
\$ 568,386	\$ 910,538	\$ 203,789

Pension Expense, Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions

For the year ended September 30, 2024, the City recognized pension expense of \$21,274.

At September 30, 2024 the City reported its proportionate share of the TESRS deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	Deferred Inflows of Resources	Deferred Outflows of Resources
Difference between projected and actual investment earnings	\$ 48,896	\$ -
Change of assumptions	324,353	-
Difference	30,489	-
Total	\$ 403,738	\$ -

All deferred inflows and outflows of resources related to TESRS are reported in governmental activities.

**CITY OF EDINBURG, TEXAS
NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEAR ENDED SEPTEMBER 30, 2024**

NOTE 12 – EMPLOYEE RETIREMENT BENEFIT PLANS - (CONTINUED)

Other amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized in pension expense as follows:

Year Ending September 30,	Net Deferred Outflows (Inflows) of Resources
2025	\$ 239,742
2026	178,637
2027	(5,444)
2028	(9,196)
2029	-
Thereafter	-
Total	\$ 403,738

Postretirement Medical Plan

Plan Description

The City of Edinburg, Texas Medical Plan (the Plan) is a single-employer defined benefit healthcare plan administered by the City of Edinburg, Texas. The plan provides group health insurance coverage to all full-time regular employees retiring after 20 years of service with the City. Retirees are covered until reaching the age of 65 or death, whichever occurs first. The City pays 100% of the medical premium cost for retiree-only coverage. A retiree is entitled to purchase continued health and dental benefits coverage for his/her dependents, which is purchased at his/her own expense. The City does not issue separate audited financial statements for the postemployment benefit plan.

Funding Policy/Contributions

The required contribution is based on projected pay-as-you-go financing requirements. Total premiums for fiscal year 2024 were \$1,076,532 for retirees (net of retiree contributions).

Employees Covered by Benefit Terms

Inactive employees or beneficiaries currently receiving benefits	91
Inactive employees entitled to but not yet receiving benefits	0
Active employees	<u>1,073</u>
	<u><u>1,164</u></u>

**CITY OF EDINBURG, TEXAS
NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEAR ENDED SEPTEMBER 30, 2024**

NOTE 12 – EMPLOYEE RETIREMENT BENEFIT PLANS - (CONTINUED)

Actuarial Assumptions

The total OPEB liability in the September 30, 2024 actuarial valuation was determined using the following actuarial assumptions:

Inflation	2.60% per year
Salary Increases	Varies from 11.85% to 3.60%
Discount Rate:	
Prior Measurement Date	4.87% per year
Measurement Date	4.06% per year
Mortality Table	Pub-2010 General and Public Safety Employees / Retirees Headcount-Weighted Mortality Tables projected fully generationally using scale MP-2021
Health Care Cost Trends	Actual 6.75% from 2024 to 2025, decreasing gradually to an ultimate rate of 4.04% by 2075.

For purposes of calculating the Total OPEB Liability, the plan is considered to be unfunded and therefore no assets are accumulated for OPEB.

The demographic assumptions include the rates of mortality, withdrawal, and retirement. They are based on the TMRS assumptions first adopted in the December 31, 2023 actuarial valuation, except for the mortality rates. The mortality rates are based on recent mortality tables published by the Society of Actuaries (Pub-2010), which were based on the public pension plans mortality experience from calendar years 2008 to 2013. Payroll growth assumption used in this valuation is based on the same assumptions used in the TMRS actuarial valuation as of December 31, 2023.

The actuarial cost method used in this report is the Entry Age Normal Level Percentage of Pay Cost Method (EAN). For employees who have not yet retired, the accrued benefit is defined to be the pro-rata portion of the benefit projected to be payable upon retirement. For each active employee, the valuation considers the future OPEB benefit and determines the annual cost based on a constant percentage of pay for each individual.

The discount rate used in the accounting valuation has been changed to be based on the 20-year, tax-exempt general obligation municipal bonds with an average rating of AA/Aa or higher. The discount rate used in the prior valuations under GASB 45 accounting standard was 4.06%.

Total OPEB Liability

The City's total OPEB liability was measured as of September 30, 2024, and was determined by an actuarial valuation as of that date.

CITY OF EDINBURG, TEXAS
NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEAR ENDED SEPTEMBER 30, 2024

NOTE 12 – EMPLOYEE RETIREMENT BENEFIT PLANS - (CONTINUED)

The following presents a summary of the changes in Total OPEB liability:

Schedule of Changes in Net Pension Liability

	Total Pension Liability (a)	Plan Fiduciary Net Position (b)	Net Pension Liability Liability (a) - (b)
Net Pension Liability - Beginning	\$ 25,179,938	\$ -	\$ 25,179,938
Changes for the year:			
Service Cost	1,396,246	-	1,396,246
Interest (on the Total Pension Liability)	1,268,358	-	1,268,358
Difference between expected and actual experience	373,925	-	373,925
Changes of assumptions	2,580,877	-	2,580,877
Contributions - employer	-	1,076,532	(1,076,532)
Benefit payments, including refunds of employee contributions	(1,076,532)	(1,076,532)	-
Net Changes	4,542,874	-	4,542,874
Net Pension Liability - Ending	\$ 29,722,812	\$ -	\$ 29,722,812

The amount presented above includes OPEB liabilities for the City's discretely presented component unit. At September 30, 2024, the Boys' and Girls' Club of Edinburg's and EEDC's portion of the OPEB liability was \$3,407,405 and \$66,130, respectively. The total OPEB liability for the primary government is \$26,249,277 which is allocated between governmental activities and business-type activities in the amounts of \$19,430,451 and \$6,818,826, respectively.

Sensitivity of the Total OPEB Liability to Changes in the Discount Rate

The following presents the total OPEB liability of the City, calculated using the discount rate of 4.06%, as well as what the City's total OPEB liability would have been if it were calculated using a discount rate that is 1 percentage point lower (3.06%) or 1 percentage point higher (5.06%) than the current rate. In addition, the OPEB liability of the City is calculated using the current healthcare cost trend, as well as what the City's total OPEB Liability would have been if it were calculated using a healthcare cost trend as 1 percentage point lower and 1 percentage point higher.

Health Insurance Program – Current Discount

Healthcare Cost Trend	Discount Rate		
	1% Increase (5.87%)	Current (4.87%)	1% Decrease (3.87%)
1% Decrease		\$ 26,135,532	
Current	\$ 26,980,230	\$ 29,722,812	\$ 32,758,367
1% Increase		\$ 34,021,546	

**CITY OF EDINBURG, TEXAS
NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEAR ENDED SEPTEMBER 30, 2024**

NOTE 12 – EMPLOYEE RETIREMENT BENEFIT PLANS - (CONTINUED)

OPEB Expense and Deferred Outflows of Resources Related to OPEB

For the year ended September 30, 2024 the City recognized combined OPEB expense in the amount of \$2,672,235.

	Deferred Outflows of Resources	Deferred Inflows of Resources
Difference between expected and actual experience	\$ 815,940	\$ 1,448,355
Changes in assumptions and other inputs	3,981,002	4,052,908
Total	\$ 4,796,942	\$ 5,501,263

Of the total deferred inflows relating to the OPEB plan, \$4,013,344 is reported is reported in governmental activities and \$1,410,585 is reported in business-type activities. The EEDC reports \$10,815 and the Boys' and Girls' Club of Edinburg reports \$66,519.

Of the total deferred outflows relating to the OPEB plan, \$3,499,663 is reported is reported in governmental activities and \$1,226,057 is reported in business-type activities. The EEDC reports \$14,672 and the Boys' and Girls' Club of Edinburg reports \$56,550.

There were no contributions subsequent to the measurement date. Other amounts reported as deferred outflows and inflows of resources related to OPEB will be recognized in OPEB expense as follows:

Year Ending September 30,	Net Deferred Outflows (Inflows) of Resources
2025	\$ 7,634
2026	137,776
2027	(266,602)
2028	(681,887)
2029	(620,701)
Thereafter	719,459
Total	\$ (704,321)

Other Postemployment Benefits – Texas Municipal Retirement System-Supplemental Death Benefits

Plan Description

The City voluntarily participates in the defined benefit group-term life insurance plan operated by the Texas Municipal Retirement System (TMRS) known as the Supplemental Death Benefits Fund (SDBF). The SDBF is considered to be a single-employer plan. The City elected, by ordinance, to provide group-term life insurance coverage to both current and retired employees. The City may terminate coverage under and discontinue participation in the SDBF by adopting an ordinance before November 1 of any year to be effective the following January 1.

**CITY OF EDINBURG, TEXAS
NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEAR ENDED SEPTEMBER 30, 2024**

NOTE 12 – EMPLOYEE RETIREMENT BENEFIT PLANS - (CONTINUED)

Benefits

The death benefit for active employees provides a lump-sum payment approximately equal to the employee's annual salary (calculated based on the employee's actual earnings for the 12-month period preceding the month of death). The death benefit for retirees is considered an other postemployment benefit ("OPEB") and is a fixed amount of \$7,500. As the SDBF covers both active and retiree participants with no segregation of assets, the SDBF is considered to be an unfunded OPEB plan (i.e. no assets are accumulated).

TMRS issues a publicly available annual comprehensive financial report (ACFR) that can be obtained at www.tmr.com.

Employees Covered by Benefit Terms

At the December 31, 2023 valuation and measurement date, the following employees were covered by the benefit terms:

Inactive employees or beneficiaries currently receiving benefits	270
Inactive employees entitled to but not yet receiving benefits	39
Active employees	1058
Total	<u>1,367</u>

Contributions

The City contributes to the SDBF at a contractually required rate as determined by an annual actuarial valuation. The rate is equal to the cost of providing one-year term life insurance. The funding policy for the SDBF program is to assure that adequate resources are available to meet all death benefit payments for the upcoming year; the intent is not to pre-fund retiree term life insurance during employees' entire careers.

Employees for the City of Edinburg were required to contribute 0.09% of their annual gross earnings during the fiscal years ending in 2023 and 2024. The contribution rates for the City of Edinburg were 0.25% and 0.26% in calendar year 2022 and 2023, respectively. The City's contributions to the SDBF for the year ended September 30, 2024 were \$145,198 and were equal to the required contributions.

Accounting Policy

GASB 75 requires employers to recognize the total OPEB liability and the OPEB expense on their financial statements. The OPEB expense recognized each fiscal year is equal to the change in the total OPEB liability from the beginning of the year to the end of the year, adjusted for deferred recognition of certain changes in the liability. An irrevocable trust has not been established that meets the criteria in paragraph 4 of GASB Statements No.75. Therefore, the plan is not accounted for as a trust fund. The plan does not issue a separate financial report.

Funding Policy

The benefits levels and contribution rate are approved annually by the City management and the Commission as part of the budget process. By the City not contributing anything toward this plan in advance, the City employs a pay-as-you-go method through ensuring the annual retiree contribution are equal to the benefits that are paid on behalf of the retirees. OPEB expenses as actuarially determined for the City was \$108,836.

**CITY OF EDINBURG, TEXAS
NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEAR ENDED SEPTEMBER 30, 2024**

NOTE 12 – EMPLOYEE RETIREMENT BENEFIT PLANS - (CONTINUED)

Actuarial assumptions:

The total OPEB liability in the December 31, 2023 actuarial valuation was determined using the following actuarial assumptions:

Inflation	2.50%
Salary increases	3.60% to 11.85%, including inflation
Discount rate*	3.77%
Retirees' share of benefit-related costs	\$0
Administrative expenses	All administrative expenses are paid through the Pension Trust and accounted for under reporting requirements under GASB Statement No. 68.
Mortality rates- service retirees	2019 Municipal Retirees of Texas Mortality Tables. Male rates are multiplied by 103% and female rates are multiplied by 105%. The rates are projected on a fully generational basis by the most recent Scale MP-2021 (with immediate convergence).
Mortality rates- disabled retirees	2019 Municipal Retirees of Texas Mortality Tables with a 4 year setforward for males and a 3 year set-forward for females. In addition, a 3.5% and 3% minimum mortality rate will be applied to reflect the impairment for younger members who become disabled for males and females, respectively. The rates are projected on a fully generational basis by the most recent Scale MP-2021 (with immediate convergence) to account for future mortality improvements subject to the floor.

*The discount rate was based on the Fidelity Index's "20-year Municipal GO AA Index" rate as of December 31, 2023.

Note: The actuarial assumptions used in the December 31, 2023 valuation were based on the results of an actuarial experience study for the period ending December 31, 2022.

These assumptions are estimates of future experience with respect to rates of mortality, disability, turnover, retirement, rate or rates of investment income and compensation increases. Actuarial assumptions are generally based on past experience, often modified for projected changes in conditions. Economic assumptions (compensation increases, payroll growth, inflation and investment return) consist of an underlying real rate of return plus an assumption for a long-term average rate of inflation. The actuarial valuation report determines, as of the actuarial valuations date, the service cost, total OPEB liability, and related actuarial present value of projected benefits.

Total OPEB Liability

The City's Total OPEB Liability was measured as of December 31, 2023, and was determined by an actuarial valuation as of that date.

**CITY OF EDINBURG, TEXAS
NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEAR ENDED SEPTEMBER 30, 2024**

NOTE 12 – EMPLOYEE RETIREMENT BENEFIT PLANS - (CONTINUED)

The following presents a summary of the changes in Total OPEB liability:

Total OPEB Liability - beginning of the year	\$ 1,598,701
Changes for the Year	
Service Cost	69,614
Interest on Total OPEB Liability	65,181
Changes of Benefit Terms	-
Differences Between Expected and Actual Experience	(18,907)
Changes in Assumptions of Other Inputs	91,504
Benefit Payments **	<u>(48,194)</u>
Net Changes	<u>159,198</u>
Total OPEB Liability – End of Year	<u>\$ 1,757,899</u>

The amount presented above includes OPEB liabilities for the City's discretely presented component unit. At September 30, 2024, the Boys' and Girls' Club of Edinburg's portion of the OPEB liability was \$28,836 and the Edinburg Economic Development Corporation's portion was \$10,848. The total OPEB liability for the primary government is \$1,718,215 which is allocated between governmental activities and business-type activities in the amounts of \$1,321,573 and \$396,642.

Sensitivity of the Total OPEB Liability to Changes in the Discount Rate

The following presents the total OPEB liability of the City, calculated using the discount rate of 3.77%, as well as what the City's total OPEB liability would have been if it were calculated using a discount rate that is 1 percentage point lower (2.77%) or 1 percentage point higher (4.77%) than the current rate.

SDBF Program – Current Discount

1% Decrease 3.05%	Current Discount Rate 4.05%	1% Increase 5.05%
\$2,131,565	\$1,757,899	\$1,470,666

Schedule of Contributions (retiree-only portion of the rate, for OPEB)

Plan/Calendar Year	Total SDB Contribution (Rate)	Retiree Portion of SDB Contribution (Rate)
2020	0.15%	0.03%
2021	0.17%	0.09%
2022	0.17%	0.09%
2023	0.25%	0.09%
2024	0.26%	0.09%

CITY OF EDINBURG, TEXAS
NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEAR ENDED SEPTEMBER 30, 2024

NOTE 12 – EMPLOYEE RETIREMENT BENEFIT PLANS - (CONTINUED)

OPEB Expense and Deferred Outflows of Resources Related to OPEB

For the year ended September 30, 2024 the City recognized combined OPEB expense in the amount of \$108,836.

OPEB Expense:	
Service cost	\$ 69,614
Interest on total OPEB liability	65,181
Recognition of deferred outflows/inflows of resources:	
Differences between expected and actual experience	(13,156)
Changes in assumptions or other inputs ¹	(12,803)
Total OPEB expense	\$ 108,836

1. Generally, this will only be the annual change in the municipal bond index rate. However, for this valuation, the changes in assumption also include the changes in the actuarial assumptions adopted in 2023.

At September 30, 2024 the City reported deferred outflows of resources and deferred inflows of resources related to OPEB from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Difference between expected and actual experience	\$ 28,781	\$ 70,306
Changes in actuarial assumptions	356,951	665,618
Contributions subsequent to measurement period	107,378	-
Total	\$ 493,110	\$ 735,924

Of the total deferred outflows relating to the OPEB plan, \$368,851 is reported in governmental activities and \$113,223 is reported in business-type activities. The EEDC reports \$2,830 and the Boys' and Girls' Club of Edinburg reports \$8,206.

Of the total deferred inflows relating to the OPEB plan, \$548,536 is reported in governmental activities and \$171,016 is reported in business-type activities. The EEDC reports \$4,002 and the Boys' and Girls' Club of Edinburg reports \$12,370.

CITY OF EDINBURG, TEXAS
NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEAR ENDED SEPTEMBER 30, 2024

NOTE 12 – EMPLOYEE RETIREMENT BENEFIT PLANS - (CONTINUED)

\$107,378 reported as deferred outflows of resources related to OPEB resulting from contributions subsequent to the measurement date will be recognized as a reduction of the net OPEB liability for the year ending September 30, 2025. Other amounts reported as deferred outflows and inflows of resources related to OPEB will be recognized in OPEB expense as follows:

Year Ending September 30,		
2025		(39,273)
2026		(34,418)
2027		(71,560)
2028		(112,258)
2029		(101,692)
Thereafter		9,009
Total	\$	(350,192)

NOTE 13 – CONSTRUCTION AND IMPROVEMENT COMMITMENTS

Construction and Improvement Commitments

At September 30, 2024, the City had the following significant remaining contractual commitments for construction and improvement projects:

Project	Financing Sources	Remaining
A.C.E. Center	Certificate of Obligation, Series 2021A	\$ 784,910
Alberta Road Reconstruction	2019 General Obligation Bonds	2,838,472
TWDB- New WWTP	Utility System Revenue Improvements Bonds, Series 2023	23,396,020
Right of Way Acquisition	Certificate of Obligation, Series 2021A	1,266,740
West Water Treatment Plant Generator	Utility System Improvement & Refunding Bonds, Series 2021	759,969
Astro-Turf Fields	Economic Development Corporation	1,222,977
Landfill Expansion Project 956-C	Certificate of Obligation, Series 2021	683,237
DeZavala City-School Park	Certificate of Obligation, Series 2021	223,483
Doolittle Drainage Detention Pond	2019 General Obligation Bonds	1,864,805
Schunior Drainage Detention Pond	2019 General Obligation Bonds	124,490
Elevated Water Storage Tank	Utility System Improvement & Refunding Bonds, Series 2021	858,957
Veterans Drainage Detention Pond	2019 General Obligation Bonds	36,706
Shalom Sewer Project	Utility System Improvement & Refunding Bonds, Series 2021	247,641
Total		\$ 34,308,407

**CITY OF EDINBURG, TEXAS
NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEAR ENDED SEPTEMBER 30, 2024**

NOTE 14 – ENCUMBRANCES

The City utilizes encumbrances to the extent necessary to assure effective budgetary control and accountability and to facilitate effective cash planning and control. At year end the amount of encumbrances expected to be honored upon performance by the vendor in the next year is as follows:

	Encumbrances
General Fund	\$ 2,874,714
Government Grant Fund	83,060
Capital Projects Fund	32,627,781
Nonmajor Governmental Fund	
Special Revenue Fund	451,526
Water and Sewer Fund	81,707
Solid Waste Management Fund	1,405,873
State of Emergency Fund	4,580,885
Total	\$ 42,105,546

NOTE 15 – RISK MANAGEMENT

General

The City maintains insurance for all business and government functions for which it may be liable for claims. The more significant of these include \$2,000,000 of general liability insurance; property insurance covering the City's buildings and properties in an aggregate amount of \$227,739,418 as well as insurance covering mobile equipment and boiler and machinery in an aggregate amount of \$29,377,758; airport general liability insurance of \$5,000,000; and law enforcement liability insurance of \$2,000,000. Employees were covered by a fully insured health insurance plan. In addition to this, the City has a cyber liability and breach response coverage with limits of \$2,000,000 and a pollution liability with a limit of insurance for \$1,000,000.

Worker's Compensation

The City was formerly self-insured for its worker's compensation program which is accounted for in the Internal Service Fund. For the year ended September 30, 2024, the City participated in a premium only program. The Internal Service Fund accounts for the remaining run-out claims still outstanding. Management believes that adequate funding has been made for all incurred claims at September 30, 2024. No new claims will be incurred since the city no longer is self-insured.

NOTE 16 – CONTINGENCIES

Litigation

Various lawsuits are pending against the City involving general liability, automotive liability, civil rights actions and various contractual matters. The City maintains general liability and airport and automotive liability insurance in addition to contractor, law enforcement and public officials' policies designed to minimize the City's exposure to these claims. The extent to which insurance coverage may satisfy claims, if any, is not known. The City, in consultation with its attorney, is presently unable to estimate the City's liability, if any, in any of these matters, although management believes the outcome of the pending litigation will not have a material effect on the City's financial position or operations.

**CITY OF EDINBURG, TEXAS
NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEAR ENDED SEPTEMBER 30, 2024**

NOTE 16 – CONTINGENCIES – (CONTINUED)

Federal and State Assisted Grant Programs

The City participates in a number of federal and state assisted grant programs. Although the City's grant programs have been audited in accordance with the provisions of the Single Audit Act through September 30, 2024, these programs are still subject to financial and compliance audits. Accordingly, the City believes it has complied with all applicable compliance requirements. The amount of expenditures which may be disallowed by the granting agencies cannot be determined at this time, although the City expects such amounts, if any, to be immaterial.

NOTE 17 – RELATED PARTY TRANSACTIONS

For the year ended September 30, 2024, the City engaged in the following related party transactions with its component units:

Sales Taxes – The City collects and remits taxes to the EEDC. At the end of the year, the City has a payable due to the EEDC of \$1,532,560 and a receivable balance of \$10,878, net payable of \$1,521,682.

Other – The City of Edinburg provides administrative services to EEDC. Administrative fees for the year ended September 30, 2024 totaled \$500,000. Additionally, the EEDC committed proceeds from its 2018, 2021A and 2021B bonds for projects that will be contributed to the City as incentives. During the year ended September 30, 2024, EEDC had paid \$8,000,000 related to the projects. During the year ended September 30, 2024, EEDC also contributed \$2,000,000 for the construction of the Astro-Turf baseball fields at Municipal Park.

NOTE 18 – SUBSEQUENT EVENTS

Primary Government

Management has evaluated subsequent events through March 31, 2025, the date the financials were available to be issued.

End of Notes.

CITY OF EDINBURG, TEXAS
GENERAL FUND
BUDGETARY COMPARISON SCHEDULE
EXHIBIT 5-A

			Variance with Final Budget Positive (Negative)	
FOR THE YEAR ENDED SEPTEMBER 30, 2024	Budgeted Amounts		Actual	
	Original	Final		
Revenues				
Taxes				
Property Taxes	\$ 34,345,797	\$ 34,345,797	\$ 34,394,378	\$ 48,581
Sales	30,132,000	30,132,000	28,448,597	(1,683,403)
Franchise and Other	5,143,900	5,143,900	4,682,180	(461,720)
Total Taxes	69,621,697	69,621,697	67,525,155	(2,096,542)
Licenses and Permits				
Business Licenses and Permits	108,600	108,600	124,238	15,638
Non-Business Licenses and Permits	1,473,900	1,473,900	1,225,643	(248,257)
Total Licenses and Permits	1,582,500	1,582,500	1,349,881	(232,619)
Charges for Services				
General Government	214,070	214,070	225,704	11,634
Culture and Recreation	675,840	675,840	797,275	121,435
Health and Welfare	3,207,326	3,207,326	3,511,988	304,662
Public Safety	512,200	512,200	531,166	18,966
Total Charges for Services	4,609,436	4,609,436	5,066,133	456,697
Fines and Forfeitures				
Municipal Court	814,250	814,250	860,239	45,989
Other Fines	10,000	10,000	9,360	(640)
Total Fines and Forfeitures	824,250	824,250	869,599	45,349
Intergovernmental Revenues	541,775	541,775	529,372	(12,403)
Interest	1,730,000	1,730,000	1,700,678	(29,322)
Contributions	-	2,000,000	2,000,000	-
Other	238,700	238,700	243,464	4,764
Total Revenues	79,148,358	79,148,358	79,284,282	(1,864,076)
Expenditures				
General Government				
City Council				
Personnel Services	26,373	26,768	26,763	5
Supplies	14,600	14,600	9,392	5,208
Miscellaneous Services	152,000	151,605	139,108	12,497
Total City Council	192,973	192,973	175,263	17,710
City Manager				
Personnel Services	1,416,071	1,416,071	1,325,045	91,026
Supplies	18,500	18,500	15,608	2,892
Miscellaneous Services	238,061	282,836	193,500	89,336
Capital Outlay	-	5,100	-	5,100
Total City Manager	1,672,632	1,722,507	1,534,153	188,354

CITY OF EDINBURG, TEXAS
GENERAL FUND
BUDGETARY COMPARISON SCHEDULE
EXHIBIT 5-A (Continued)

FOR THE YEAR ENDED SEPTEMBER 30, 2024	Budgeted Amounts		Actual	Variance with
	Original	Final		Final Budget Positive (Negative)
City Secretary				
Personnel Services	520,752	520,752	505,185	15,567
Supplies	15,900	15,900	11,188	4,712
Miscellaneous Services	47,450	47,450	21,402	26,048
Total City Secretary	584,102	584,102	537,775	46,327
Municipal Court				
Personnel Services	1,142,694	1,142,694	957,885	184,809
Supplies	38,200	38,200	20,868	17,332
Miscellaneous Services	135,964	135,964	81,611	54,353
Capital Outlay	-	19,417	19,417	-
Total Municipal Court	1,316,858	1,336,275	1,079,781	256,494
Legal				
Personnel Services	98,287	141,437	141,500	(63)
Supplies	3,000	6,500	5,809	691
Miscellaneous Services	461,392	414,742	358,456	56,286
Total Legal	562,679	562,679	505,765	56,914
Finance				
Personnel Services	1,475,105	1,475,105	1,375,258	99,847
Supplies	20,650	25,914	21,022	4,892
Miscellaneous Services	263,900	270,555	170,400	100,155
Total Finance	1,759,655	1,771,574	1,566,680	204,894
Human Resources				
Personnel Services	982,224	982,224	979,847	2,377
Supplies	94,850	93,990	60,999	32,991
Miscellaneous Services	273,569	309,414	258,975	50,439
Total Human Resources	1,350,643	1,385,628	1,299,821	85,807
Engineering				
Personnel Services	1,355,517	1,355,517	1,266,023	89,494
Supplies	67,950	67,950	60,211	7,739
Miscellaneous Services	252,708	297,988	149,413	148,575
Capital Outlay	50,000	50,000	50,000	-
Total Engineering	1,726,175	1,771,455	1,525,647	245,808
Planning and Zoning				
Personnel Services	937,912	937,912	899,736	38,176
Supplies	28,400	19,400	15,330	4,070
Miscellaneous Services	70,044	79,044	53,565	25,479
Capital Outlay	-	51,090	51,090	-
Total Planning	1,036,356	1,087,446	1,019,721	67,725
Information Technology				
Personnel Services	1,312,786	1,312,786	1,244,391	68,395
Supplies	148,900	236,494	130,970	105,524
Miscellaneous Services	868,337	868,337	705,185	163,152
Capital Outlay	100,000	93,355	39,873	53,482
Total Information Technology	2,430,023	2,510,972	2,120,419	390,553

CITY OF EDINBURG, TEXAS
GENERAL FUND
BUDGETARY COMPARISON SCHEDULE
EXHIBIT 5-A (Continued)

FOR THE YEAR ENDED SEPTEMBER 30, 2024	Budgeted Amounts		Actual	Variance with
	Original	Final		Final Budget Positive (Negative)
Communications and Media				
Personnel Services	891,472	891,472	890,542	930
Supplies	123,156	103,156	70,136	33,020
Miscellaneous Services	104,900	124,900	85,272	39,628
Total Communications and Media	1,119,528	1,119,528	1,045,950	73,578
City Hall				
Supplies	7,000	7,000	5,521	1,479
Miscellaneous Services	183,050	183,050	172,136	10,914
Total City Hall	190,050	190,050	177,657	12,393
Non-Department				
Audit	27,400	50,145	50,140	5
Flat Rate Assessment	6,000	7,065	7,062	3
General Insurance	940,000	1,123,240	1,123,239	1
County Appraisal Service	392,000	434,680	434,679	1
Property Tax Collection Fee	83,000	83,180	83,175	5
Capital Lease Debt Service	3,085,000	3,085,000	3,424,089	(339,089)
Notes Payable Debt Service	-	-	39,080,000	(39,080,000)
Capital Outlay	-	-	633,562	(633,562)
Other	2,410,100	4,666,605	4,871,054	(204,449)
Total Non-Department	6,943,500	9,449,915	49,707,000	(40,257,085)
Total General Government	20,885,174	23,685,104	62,295,632	(38,610,528)
Public Safety				
Police				
Personnel Services	25,937,308	25,433,891	24,403,075	1,030,816
Supplies	1,416,667	1,465,811	1,181,776	284,035
Miscellaneous Services	1,762,365	1,779,733	1,282,723	497,010
Capital Outlay	-	526,354	526,355	(1)
Total Police	29,116,340	29,205,789	27,393,929	1,811,860
Fire				
Personnel Services	8,939,072	9,086,039	9,009,443	76,596
Supplies	1,183,200	1,225,487	907,054	318,433
Miscellaneous Services	992,758	938,698	702,153	236,545
Total Fire	11,115,030	11,250,224	10,618,650	631,574
Total Public Safety	40,231,370	40,456,013	38,012,579	2,443,434

CITY OF EDINBURG, TEXAS
GENERAL FUND
BUDGETARY COMPARISON SCHEDULE
EXHIBIT 5-A (Continued)

FOR THE YEAR ENDED SEPTEMBER 30, 2024	Budgeted Amounts		Actual	Variance with Final Budget Positive (Negative)
	Original	Final		
Highways and Streets				
Public Works				
Personnel Services	5,033,885	4,769,985	4,560,366	209,619
Supplies	816,500	661,419	609,378	52,041
Miscellaneous Services	1,945,000	2,355,000	2,262,393	92,607
Capital Outlay	-	1,726,469	1,415,468	311,001
Total Public Works	7,795,385	9,512,873	8,847,605	665,268
Total Highways and Streets	7,795,385	9,512,873	8,847,605	665,268
Health and Welfare				
Building Maintenance				
Personnel Services	1,779,353	1,779,353	1,769,112	10,241
Supplies	292,300	292,300	207,846	84,454
Miscellaneous Services	1,341,900	1,201,900	1,135,861	66,039
Capital Outlay	-	279,500	-	279,500
Total Building Maintenance	3,413,553	3,553,053	3,112,819	440,234
Code Enforcement				
Personnel Services	1,450,132	1,450,132	1,387,024	63,108
Supplies	49,909	49,909	47,494	2,415
Miscellaneous Services	212,299	212,299	191,457	20,842
Capital Outlay	-	84,610	84,610	-
Total Code Enforcement	1,712,340	1,796,950	1,710,585	86,365
Community Development and Grants Management				
Personnel Services	475,726	475,726	392,011	83,715
Supplies	6,400	6,400	4,232	2,168
Miscellaneous Services	23,757	25,107	16,758	8,349
Total Community Development and Grants Management	505,883	507,233	413,001	94,232
Health and Code Department				
Personnel Services	1,221,923	1,221,923	1,189,254	32,669
Supplies	90,342	90,767	64,205	26,562
Miscellaneous Services	116,823	144,398	137,554	6,844
Capital Outlay	-	725,098	161,810	563,288
Total Health and Code Department	1,429,088	1,457,088	1,552,823	629,363
Total Health and Welfare	7,060,864	7,314,324	6,789,228	1,250,194

CITY OF EDINBURG, TEXAS
GENERAL FUND
BUDGETARY COMPARISON SCHEDULE
EXHIBIT 5-A (Continued)

FOR THE YEAR ENDED SEPTEMBER 30, 2024	Budgeted Amounts		Actual	Variance with Final Budget Positive (Negative)
	Original	Final		
Culture and Recreation				
Library and Cultural Arts				
Personnel Services	2,048,694	2,048,694	2,039,765	8,929
Supplies	263,000	266,638	252,614	14,024
Miscellaneous Services	231,203	228,203	200,261	27,942
Total Library and Cultural Arts	2,542,897	2,543,535	2,492,640	50,895
Parks and Recreation				
Personnel Services	6,768,442	6,657,567	5,945,534	712,033
Supplies	1,073,080	1,137,083	1,140,973	(3,890)
Miscellaneous Services	583,240	630,112	594,106	36,006
Capital Outlay	20,000	3,495,349	1,331,971	2,163,378
Total Parks and Recreation	8,444,762	11,920,111	9,012,584	2,907,527
Total Culture and Recreation	10,987,659	14,463,646	11,505,224	2,958,422
Economic Development				
Capital Outlay	-	-	46,337,022	(46,337,022)
Total Economic Development	-	-	46,337,022	(46,337,022)
Total Expenditures	86,960,452	95,431,960	173,787,290	(77,630,232)
Excess (Deficiency) of Revenues Over (Under)				
Expenditures	(7,812,094)	(16,283,602)	(94,503,008)	(78,219,406)
Other Financing Sources (Uses):				
Debt Proceeds	-	3,823,383	46,874,299	43,050,916
Sale of Real and Personal Property	143,000	143,000	39,295,047	39,152,047
Transfers In	5,750,000	5,750,000	5,750,000	-
Transfers Out	(1,620,000)	(1,620,000)	(1,082,873)	537,127
Total Other Financing Sources (Uses)	4,273,000	8,096,383	90,836,473	82,740,090
Net Change in Fund Balances	(3,539,094)	(8,187,219)	(3,666,535)	4,520,684
Fund Balances - Beginning of Year	31,267,673	31,267,673	31,267,673	-
Fund Balances - End of Year	\$ 27,728,579	\$ 23,080,454	\$ 27,601,138	\$ 4,520,684

CITY OF EDINBURG, TEXAS
SCHEDULE OF CHANGES IN NET PENSION LIABILITY AND RELATED RATIOS
TEXAS MUNICIPAL RETIREMENT SYSTEM (TMRS)
LAST TEN YEARS
EXHIBIT 5-B

SEPTEMBER 30,	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
Total Pension Liability										
Service Cost	\$ 3,905,080	\$ 4,465,697	\$ 4,897,533	\$ 5,271,339	\$ 5,451,177	\$ 6,001,648	\$ 6,569,509	\$ 7,055,662	\$ 7,924,131	\$ 8,482,180
Interest (on the Total Pension Liability)	7,415,662	7,952,761	8,221,195	8,778,659	9,496,321	10,025,754	10,828,811	11,698,505	12,787,769	13,986,166
Changes of benefit terms	-	-	-	-	-	-	-	-	-	-
Difference between expected and actual experience	(554,280)	(237,828)	(1,032,455)	1,028,193	(1,994,144)	588,622	960,974	3,130,005	3,988,085	754,754
Change of assumptions	-	(377,240)	-	-	-	674,533	-	-	-	(1,080,357)
Benefit payments, including refunds of employee contributions	(3,096,759)	(3,651,078)	(4,018,322)	(4,010,576)	(5,061,598)	(5,708,662)	(5,646,042)	(5,789,996)	(6,572,314)	(7,877,664)
Net Change in Total Pension Liability	7,669,703	8,152,312	8,067,951	11,067,615	7,891,756	11,581,895	12,713,252	16,094,176	18,127,671	14,265,079
Total Pension Liability - Beginning	105,533,866	113,203,569	121,355,881	129,423,832	140,491,447	148,383,203	159,965,098	172,678,350	188,772,526	206,900,197
Total Pension Liability - Ending (a)	\$ 113,203,569	\$ 121,355,881	\$ 129,423,832	\$ 140,491,447	\$ 148,383,203	\$ 159,965,098	\$ 172,678,350	\$ 188,772,526	\$ 206,900,197	\$ 221,165,276
Plan Fiduciary Net Position										
Contributions - employer	\$ 3,999,261	\$ 4,444,421	\$ 4,621,389	\$ 5,094,161	\$ 5,075,953	\$ 5,499,792	\$ 6,003,536	\$ 6,466,214	\$ 7,256,687	\$ 7,780,692
Contributions - employee	1,968,692	2,127,970	2,222,723	2,401,271	2,477,808	2,681,017	2,934,688	3,125,926	3,512,914	3,748,438
Net investment income	4,388,353	123,828	5,874,570	13,244,540	(3,362,715)	17,217,376	9,938,942	18,793,124	(12,170,826)	18,387,560
Benefit payments, including refunds of employee contributions	(3,096,759)	(3,651,078)	(4,018,322)	(4,010,576)	(5,061,598)	(5,708,662)	(5,646,042)	(5,789,996)	(6,572,314)	(7,877,664)
Administrative expense	(45,809)	(75,414)	(66,307)	(68,598)	(64,934)	(97,159)	(64,251)	(86,846)	(105,164)	(116,728)
Other	(3,766)	(3,725)	(3,572)	(3,476)	(3,393)	(2,919)	(2,507)	595	125,492	(814)
Net Change in Plan Fiduciary Net Position	7,209,972	2,966,002	8,630,481	16,657,322	(938,879)	19,589,445	13,164,366	22,509,017	(7,953,211)	21,921,484
Plan Fiduciary Net Position - Beginning	76,698,643	83,908,615	86,874,617	95,505,098	112,162,420	111,223,541	130,812,986	143,977,352	166,486,369	158,533,158
Plan Fiduciary Net Position - Ending (b)	\$ 83,908,615	\$ 86,874,617	\$ 95,505,098	\$ 112,162,420	\$ 111,223,541	\$ 130,812,986	\$ 143,977,352	\$ 166,486,369	\$ 158,533,158	\$ 180,454,642
Net Pension Liability - Ending (a)-(b)	\$ 29,294,954	\$ 34,481,264	\$ 33,918,734	\$ 28,329,027	\$ 37,159,662	\$ 29,152,112	\$ 28,700,998	\$ 22,286,157	\$ 48,367,039	\$ 40,710,634
Plan Fiduciary Net Position as a Percentage of the Total Pension Liability	74.12%	71.59%	73.79%	79.84%	74.96%	81.78%	83.38%	88.19%	76.62%	81.59%
Covered Payroll	\$ 28,124,170	\$ 30,399,572	\$ 31,740,329	\$ 34,296,282	\$ 35,397,255	\$ 38,300,244	\$ 41,924,117	\$ 44,656,087	\$ 50,184,488	\$ 53,549,119
City's Net Pension Liability as a Percentage of Covered Payroll	104.16%	113.43%	106.86%	82.60%	104.98%	76.11%	68.46%	49.91%	96.38%	76.02%

Note: GASB 68 Codification, Vol. 2, P20.146 requires that the data in this schedule be presented for the time period covered by the measurement date rather than the governmental entity's current fiscal year. As required by GASB 68, this schedule presents 10 years of information.

CITY OF EDINBURG, TEXAS
SCHEDULE OF CHANGES IN NET PENSION LIABILITY AND RELATED RATIOS
TEXAS EMERGENCY SERVICES RETIREMENT SYSTEM (TESRS)
LAST TEN YEARS
EXHIBIT 5-C

<u>SEPTEMBER 30,</u>	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
City's proportion of the net pension liability	1.54%	1.29%	1.34%	2.43%	0.97%	1.14%	0.50%	0.94%	0.86%	0.85%
City's proportionate share of the net pension liability	\$ 279,298	\$ 346,906	\$ 389,151	\$ 526,106	\$ 274,669	\$ 253,117	\$ 111,320	\$ 386,503	\$ 370,105	\$ 910,538
City's number of active members	54	58	58	39	21	26	24	25	29	29
City's net pension liability per active member	\$ 5,172	\$ 5,981	\$ 6,710	\$ 13,490	\$ 13,079	\$ 9,735	\$ 4,638	\$ 15,460	\$ 12,949	\$ 31,856
Plan fiduciary net position as a percentage of the total pension liability	83.50%	76.70%	76.30%	84.30%	80.20%	83.20%	93.10%	75.20%	74.60%	56.30%

Note: GASB 68 requires 10 fiscal years of data to be provided in this schedule.

CITY OF EDINBURG, TEXAS
SCHEDULE OF CITY'S CONTRIBUTIONS
TEXAS MUNICIPAL RETIREMENT SYSTEM (TMRS)
LAST TEN YEARS
EXHIBIT 5-D

SEPTEMBER 30,	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
Actuarially determined contribution	\$ 4,351,814	\$ 4,586,475	\$ 4,621,389	\$ 5,094,161	\$ 5,075,953	\$ 5,499,792	\$ 6,003,536	\$ 6,466,214	\$ 7,551,647	\$ 8,335,170
Contributions in relation to the actuarially determined contribution	4,351,814	4,586,475	4,621,389	5,094,161	5,075,953	5,499,792	6,003,536	6,466,214	7,551,647	8,335,170
Contribution deficiency (excess)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Covered payroll	\$ 28,124,170	\$ 30,399,572	\$ 31,740,329	\$ 34,296,282	\$ 35,397,255	\$ 40,178,654	\$ 41,924,117	\$ 44,656,087	\$ 52,038,413	\$ 56,427,275
Contributions as a percentage of covered payroll	15.47%	15.09%	14.56%	14.85%	14.34%	13.69%	14.32%	14.48%	14.51%	14.77%

Notes to Schedule of Contributions

Valuation Date:

Notes Actuarially determined contribution rates are calculated as of December 31 and become effective in January 13 months later.

Methods and Assumptions Used to Determine Contribution Rates:

Actuarial Cost Method	Entry Age Normal
Amortization Method	Level Percentage of Payroll, Closed
Remaining Amortization Period	22 years (longest amortization ladder)
Asset Valuation Method	10 Year smoothed market; 12% soft corridor
Inflation	2.50%
Salary Increases	3.60% to 11.85% including inflation
Investment Rate of Return	6.75%
Retirement Age	Experience-based table of rates that vary by age. Last updated for the 2023 valuation pursuant to an experience study of the period ending 2022.
Mortality	Post-retirement: 2019 Municipal Retirees of Texas Mortality Tables. Male rates are multiplied by 103% and female rates are multiplied by 105%. The rates are projected on a fully generational basis by the most recent Scale MP-2021 (with immediate convergence). Pre-retirement: PUB(10) mortality tables, with the 110% of the Public Safety table used for males and the 100% of the General Employee table used for females. The rates are projected on a fully generational basis by the most recent Scale MP-2021 (with immediate convergence).

Other Information:

Notes There were no benefit changes during the year.

Note: GASB 68 requires 10 fiscal years of data to be provided in this schedule.

CITY OF EDINBURG, TEXAS
SCHEDULE OF CITY'S CONTRIBUTIONS
TEXAS EMERGENCY SERVICES RETIREMENT SYSTEM (TESRS)
LAST TEN YEARS
EXHIBIT 5-E

<u>SEPTEMBER 30,</u>	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
Texas Emergency Services Retirement System (TESRS)										
Contractually required contributions	\$ 31,320	\$ 46,400	\$ 40,310	\$ 36,169	\$ 43,428	\$ 46,835	\$ 49,880	\$ 45,820	\$ 40,745	\$ 43,790
Contributions in relation to the contractually required contribution	31,320	46,400	40,310	36,169	43,428	46,835	49,880	45,820	40,745	43,790
Contribution deficiency (excess)	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
Number of active members	54	58	58	39	21	26	24	25	29	29
Contributions per active member	\$ 580	\$ 800	\$ 695	\$ 927	\$ 2,068	\$ 1,801	\$ 2,078	\$ 1,833	\$ 1,405	\$ 1,510

Note: GASB 68 requires 10 fiscal years of data to be provided in this schedule.

CITY OF EDINBURG, TEXAS
Schedule of Changes in Total OPEB Obligation and Related Ratios
Post-Retirement Medical Plan
Last Ten Years
Exhibit 5-F

SEPTEMBER 30,	2018	2019	2020	2021	2022	2023	2024
Total OPEB Liability							
Service cost	\$ 1,149,843	\$ 1,069,819	\$ 1,500,352	\$ 2,023,214	\$ 2,086,690	\$ 1,368,317	\$ 1,396,246
Interest	715,606	826,562	654,448	659,614	672,095	1,174,953	1,268,358
Changes of benefit terms	-	-	-	-	-	-	-
Differences between expected and actual experience	-	56,192	1,079,257	(663,288)	(1,786,737)	93,316	373,925
Changes of assumptions	(1,041,173)	3,178,838	2,243,038	173,777	(5,979,817)	(247,170)	2,580,877
Benefit payments, including refunds of employee contributions	(607,647)	(762,157)	(700,345)	(812,433)	(874,443)	(935,717)	(1,076,532)
Net Change in Total OPEB Liability	216,629	4,369,254	4,776,750	1,380,884	(5,882,212)	1,453,699	4,542,874
Total OPEB Liability - Beginning	18,864,934	19,081,563	23,450,817	28,227,567	29,608,451	23,726,239	25,179,938
Total OPEB Liability - Ending (a)	\$ 19,081,563	\$ 23,450,817	\$ 28,227,567	\$ 29,608,451	\$ 23,726,239	\$ 25,179,938	\$ 29,722,812
Plan Fiduciary Net Position							
Contributions - employer	\$ 607,647	\$ 762,157	\$ 700,345	\$ 812,433	\$ 874,443	\$ 935,717	\$ 1,076,532
Contributions - employee	-	-	-	-	-	-	-
Net investment income	-	-	-	-	-	-	-
Benefit payments, including refunds of employee contributions	(607,647)	(762,157)	(700,345)	(812,433)	(874,443)	(935,717)	(1,076,532)
Administrative expense	-	-	-	-	-	-	-
Other	-	-	-	-	-	-	-
Net Change in Plan Fiduciary Net Position	-	-	-	-	-	-	-
Plan Fiduciary Net Position - Beginning	-	-	-	-	-	-	-
Plan Fiduciary Net Position - Ending (b)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Net OPEB Liability - Ending (a) - (b)	\$ 19,081,563	\$ 23,450,817	\$ 28,227,567	\$ 29,608,451	\$ 23,726,239	\$ 25,179,938	\$ 29,722,812
Plan Fiduciary Net Position as a Percentage of the Total OPEB Liability	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Covered - Employee Payroll	\$ 29,675,741	\$ 29,675,741	\$ 35,377,683	\$ 38,052,277	\$ 43,107,343	\$ 46,069,139	\$ 50,685,621
City's Net OPEB Liability as a Percentage of Covered - Employee Payroll	64.3%	79.0%	79.8%	77.8%	55.0%	54.7%	58.6%

Note: GASB 75 requires 10 fiscal years of data to be provided in this schedule. However, until a full 10-year trend is compiled, the city will present information for those years for which information is available.

Notes to Schedule: N/A

CITY OF EDINBURG, TEXAS

Schedule of Changes in Total OPEB Obligation and Related Ratios
Post Retirement Supplemental Death Benefits
Last Ten Years
Exhibit 5-G

SEPTEMBER 30,	2018		2019		2020		2021		2022		2023		2024	
Total OPEB Liability														
Service cost	\$	51,444	\$	63,715	\$	57,450	\$	96,425	\$	107,175	\$	125,461	\$	69,614
Interest		45,625		47,160		53,368		49,704		44,760		44,021		65,181
Changes of benefit terms		-		-		-		-		-		-		-
Differences between expected and actual experience		-		29,186		(64,335)		(26,207)		(43,731)		33,577		(18,907)
Changes of assumptions		125,031		(112,151)		314,963		331,664		79,821		(911,515)		91,504
Benefit payments, including refunds of employee contributions*		(10,289)		(10,619)		(11,490)		(12,577)		(40,190)		(45,166)		(48,194)
Net Change in Total OPEB Liability		211,811		17,291		349,956		439,009		147,835		(753,622)		159,198
Total OPEB Liability - Beginning		1,186,421		1,398,232		1,415,523		1,765,479		2,204,488		2,352,323		1,598,701
Total OPEB Liability - Ending (a)	\$	1,398,232	\$	1,415,523	\$	1,765,479	\$	2,204,488	\$	2,352,323	\$	1,598,701	\$	1,757,899
Covered - Employee Payroll	\$	34,296,282	\$	35,397,255	\$	38,300,244	\$	41,924,117	\$	44,656,087	\$	50,184,488	\$	53,549,119
City's Net OPEB Liability as a Percentage of Covered - Employee Payroll		4.08%		4.00%		4.61%		5.26%		5.27%		3.19%		3.28%

*The Supplemental Death Benefit Fund is considered to be an unfunded OPEB plan under GASB 75. Because of this benefit payments are treated as being equal to the employer's yearly contributions for retirees.

Note: GASB Codification, Vol. 2, P52.139 states that the information on this schedule should be determined as of the measurement date of the plan.

As required by GASB 75, this schedule will be built prospectively as the information becomes available until 10 years of information is presented.

CITY OF EDINBURG, TEXAS
NOTES TO REQUIRED SUPPLEMENTARY INFORMATION
YEAR ENDED SEPTEMBER 30, 2024
EXHIBIT 5-H

NOTE 1 BUDGETARY BASIS OF ACCOUNTING

Budgets are adopted on a basis consistent with generally accepted accounting principals.

NOTE 2 BUDGETARY EXPENDITURES IN EXCESS OF APPROPRIATIONS

During the year ended September 30, 2024, total expenditures did not exceeded total appropriations in the General Fund. Annual budgeted expenditures are adopted at the department level within funds. Accordingly, the level at which expenditures cannot legally exceed appropriations is the department level.

Department	Expenditures Over Appropriations
Non-Department	\$ 40,257,085
Economic Development	\$ 46,337,022

SPECIAL REVENUE FUNDS

Special Revenue Funds are used to account for specific revenue resources that are restricted or committed to expenditure for specified purposes. A special revenue fund continues in existence as long as governmental resources are allocated to its specific purposes. The City has the following special revenue funds:

Community Development Fund is used to account for grant revenues and expenditures for improved community facilities and services. This fund accounts for revenues and expenditures of the Community Development Block Grant (CDBG) Program.

Home Programs Fund was established to account for all transactions administered through the City for the purpose of providing low interest and interest-free loans to low income families for the purpose of constructing and acquiring safe, decent, and affordable housing through the Home Investment Partnership Programs. This fund accounts for program income revenue received from housing loan payments made under these programs and expenditures incurred from loan servicing fees.

Texas Controlled Substance Fund is used to account for revenues and expenditures of Police Department activities in conjunction with other drug task force agencies.

Hotel Occupancy Tax Fund is used to account for a tax levied on hotels within the City. The tax revenues can be expended for tourism and related programs promoting the City.

Municipal Court Restricted Fund is used to account for revenues and expenditures of security and technology fees received under Texas Criminal Code Sections 102.017 and 102.1072, respectively, to be used in order to provide security and technology improvements to the municipal court. In addition, the fund accounts for revenues and expenditure of funds received under Texas Local Government Code 133.03 for efficiency improvements to the municipal court.

City Secretary Restricted Fund is used to account for revenues and expenditures of funds received under Health and Safety Code Section 191.0045, to be used to fund preservation of vital statistics and other records.

Public Education and Governmental Access Fund is used to account for revenues and expenditures of funds received under Chapter 66.006 of the Utilities Code concerning the 1% fee charged as part of franchise fees collected from cable companies. These fees are used to support capital costs for the City's public access channel.

Tax Increment Reinvestment Zone 1 (TIRZ#1) Fund was established to account respective rights and obligations in connection with the development and construction by the Developer of a retail shopping center project known as "The Shoppes at Rio Grande Valley."

Tax Increment Reinvestment Zone 4 (TIRZ#4) Fund is used to account for revenue that provide development incentives and funding for infrastructure improvements lacking in the selected area. TIRZ#4 is an approximately 49.57 acres of land area primarily between the corner of Alberta Road and State Highway 281 in the City of Edinburg, which is known as "Bert Ogden Arena" .

Tax Increment Reinvestment Zone 3 (TIRZ#3) Fund was established to account for respective rights and obligations in connection with the development and construction by the Developer of a mixed-use commercial and residential development commonly known as "La Sienna" or the "La Sienna Project."

Local Government Finance Corp. (LGFC) Fund was established to retire Contract Revenue Bonds, Series 2015A and Contract Revenue Bonds, Taxable Series 2015B.

DEBT SERVICE FUNDS

Debt service funds are used to account for and report financial resources that are restricted, committed, or assigned to expenditure for principal and interest.

The **Debt Service Fund**, also known as the Interest and Sinking Fund, was established by ordinance authorizing the issuance of General Obligation Bonds. The fund provides for payment of bond principal, interest, paying agent fees, and a debt service reserve as a sinking fund each year. An ad valorem tax rate and tax levy is required to be computed and levied, which will be sufficient to produce the money required to pay the principal and interest as it comes due and provide the interest and sinking fund reserve.

CITY OF EDINBURG, TEXAS
COMBINING BALANCE SHEET
NONMAJOR GOVERNMENTAL FUNDS
EXHIBIT 6-A

<u>SEPTEMBER 30, 2024</u>	<u>Debt Service Fund</u>	<u>Special Revenue Funds</u>	<u>Total Nonmajor Governmental Funds</u>
Assets			
Cash and Cash Equivalents	\$ 24,845	\$ 2,335,251	\$ 2,360,096
Investments	-	-	-
Taxes Receivables	610,345	-	610,345
Allowance for Uncollectible Taxes	(109,300)	-	(109,300)
Accounts Receivables, Net	-	350,929	350,929
Lease Receivable, Net	-	5,992	5,992
Note Receivable	-	1,241,930	1,241,930
Due from Other Governments	-	386,412	386,412
Due from Other Funds	-	245,525	245,525
Prepaid Items	-	2,150	2,150
Restricted Assets:			
Cash and Cash Equivalents	818,933	4,221,765	5,040,698
Cash with Fiscal Agent	-	3,051,394	3,051,394
Total Assets	<u>\$ 1,344,823</u>	<u>\$ 11,841,348</u>	<u>\$ 13,186,171</u>
Liabilities			
Accounts Payable	\$ -	\$ 342,063	\$ 342,063
Accrued Liabilities	-	4,688	4,688
Unearned Revenue	-	386,412	386,412
Total Liabilities	<u>-</u>	<u>733,163</u>	<u>733,163</u>
Deferred Inflows of Resources			
Deferred Inflows from Loans Receivable	-	1,241,930	1,241,930
Deferred Inflows from Taxes	468,911	-	468,911
Deferred Inflows from Leases	-	5,596	5,596
Total Deferred Inflows of Resources	<u>468,911</u>	<u>1,247,526</u>	<u>1,716,437</u>
Fund Balances			
Nonspendable:			
Prepays	-	2,150	2,150
Restricted for:			
Debt Service	875,912	3,026,946	3,902,858
Capital Projects	-	244,578	244,578
Other Purposes	-	6,586,985	6,586,985
Total Fund Balances	<u>875,912</u>	<u>9,860,659</u>	<u>10,736,571</u>
Total Liabilities and Fund Balances	<u>\$ 1,344,823</u>	<u>\$ 11,841,348</u>	<u>\$ 13,186,171</u>

CITY OF EDINBURG, TEXAS
COMBINING STATEMENT OF REVENUES, EXPENDITURES AND CHANGES
IN FUND BALANCES
NONMAJOR GOVERNMENTAL FUNDS
EXHIBIT 6-B

FOR THE YEAR ENDED SEPTEMBER 30, 2024	Debt Service Fund	Special Revenue Funds	Total Nonmajor Governmental Funds
Revenues			
Taxes:			
Property Taxes	\$ 8,291,946	\$ 988,646	\$ 9,280,592
Franchise Tax	-	98,237	98,237
Other Tax	-	1,094,213	1,094,213
Intergovernmental Revenue and Grants	-	2,351,909	2,351,909
Charges for Services	-	384,336	384,336
Fines and Forfeits	-	129,018	129,018
Investment Earnings	61,856	391,957	453,813
Contributions	-	885,222	885,222
Total Revenues	<u>8,353,802</u>	<u>6,323,538</u>	<u>14,677,340</u>
Expenditures			
Current:			
General Government	-	264,713	264,713
Public Safety	-	471,717	471,717
Health and Welfare	-	1,342,576	1,342,576
Culture and Recreation	-	1,147,736	1,147,736
Economic Redevelopment	-	926,683	926,683
Debt Service:			
Principal Retirements	4,591,033	945,000	5,536,033
Interest and Other Charges	<u>3,591,676</u>	<u>1,739,725</u>	<u>5,331,401</u>
Total Expenditures	<u>8,182,709</u>	<u>6,838,150</u>	<u>15,020,859</u>
Excess (Deficiency) of Revenues Over (Under) Expenditures	<u>171,093</u>	<u>(514,612)</u>	<u>(343,519)</u>
Other Financing Sources (Uses)			
Proceeds from Right-to-Use Leases	-	10,023	10,023
Transfers In	-	4,039,614	4,039,614
Transfers Out	-	<u>(2,956,741)</u>	<u>(2,956,741)</u>
Total Other Financing Sources (Uses)	<u>-</u>	<u>1,092,896</u>	<u>1,092,896</u>
Net Change In Fund Balances	171,093	578,284	749,377
Fund Balances - Beginning of Year	<u>704,819</u>	<u>9,282,375</u>	<u>9,987,194</u>
Fund Balances - End of Year	<u>\$ 875,912</u>	<u>\$ 9,860,659</u>	<u>\$ 10,736,571</u>

CITY OF EDINBURG, TEXAS
COMBINING BALANCE SHEET
NONMAJOR SPECIAL REVENUE FUNDS
EXHIBIT 6-C

SEPTEMBER 30, 2024	Community Development	Home Program	Texas Controlled Substance	Hotel Occupancy Tax	Municipal Court Restricted	City Secretary Restricted	PEG Fund	Tax Increment Reinvestment Zone 1	Tax Increment Reinvestment Zone 4	Tax Increment Reinvestment Zone 3	Local Government Finance Corp.	Total Nonmajor Special Revenue Funds
Assets												
Cash and Cash Equivalents	\$ 51,764	\$ 44,639	\$ 121,601	\$ 5,227	\$ 2,770	\$ 1,180	\$ 748	\$ -	\$ -	\$ -	\$ 2,107,322	\$ 2,335,251
Accounts Receivables, Net	238,920	-	2,205	-	-	-	22,304	-	-	-	87,500	350,929
Lease Receivable, Net	-	-	-	-	-	-	-	-	-	-	5,992	5,992
Note Receivable	1,237,419	4,511	-	-	-	-	-	-	-	-	-	1,241,930
Due from Other Governments	386,412	-	-	-	-	-	-	-	-	-	-	386,412
Due from Other Funds	-	-	245,525	-	-	-	-	-	-	-	-	245,525
Prepaid Items	-	-	-	2,150	-	-	-	-	-	-	-	2,150
Cash and Cash Equivalents	-	-	1,427,747	1,522,229	610,209	250,699	410,881	-	-	-	-	4,221,765
Cash with Fiscal Agent	-	-	-	-	-	-	-	-	-	-	3,051,394	3,051,394
Total Assets	<u>\$ 1,914,515</u>	<u>\$ 49,150</u>	<u>\$ 1,797,078</u>	<u>\$ 1,529,606</u>	<u>\$ 612,979</u>	<u>\$ 251,879</u>	<u>\$ 433,933</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 5,252,208</u>	<u>\$ 11,841,348</u>
Liabilities												
Accounts Payable	\$ 223,952	\$ -	\$ -	\$ 44,881	\$ 2,231	\$ -	\$ 12,792	\$ -	\$ -	\$ -	\$ 58,207	\$ 342,063
Accrued Liabilities	4,688	-	-	-	-	-	-	-	-	-	-	4,688
Unearned Revenue	386,412	-	-	-	-	-	-	-	-	-	-	386,412
Total Liabilities	<u>615,052</u>	<u>-</u>	<u>-</u>	<u>44,881</u>	<u>2,231</u>	<u>-</u>	<u>12,792</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>58,207</u>	<u>733,163</u>
Deferred Inflows of Resources												
Deferred Inflows from Loans Receivable	1,237,419	4,511	-	-	-	-	-	-	-	-	-	1,241,930
Deferred Inflows from Leases	-	-	-	-	-	-	-	-	-	-	5,596	5,596
Total Deferred Inflows of Resources	<u>1,237,419</u>	<u>4,511</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>5,596</u>	<u>1,247,526</u>
Fund Balances												
Nonspendable:												
Prepays	-	-	-	2,150	-	-	-	-	-	-	-	2,150
Restricted for:												
Debt Service	-	-	-	-	-	-	-	-	-	-	3,026,946	3,026,946
Capital Projects	-	-	-	-	-	-	-	-	-	-	244,578	244,578
Other Purposes	62,044	44,639	1,797,078	1,482,575	610,748	251,879	421,141	-	-	-	1,916,881	6,586,985
Total Fund Balances	<u>62,044</u>	<u>44,639</u>	<u>1,797,078</u>	<u>1,484,725</u>	<u>610,748</u>	<u>251,879</u>	<u>421,141</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>5,188,405</u>	<u>9,860,659</u>
Total Liabilities and Fund Balances	<u>\$ 1,914,515</u>	<u>\$ 49,150</u>	<u>\$ 1,797,078</u>	<u>\$ 1,529,606</u>	<u>\$ 612,979</u>	<u>\$ 251,879</u>	<u>\$ 433,933</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 5,252,208</u>	<u>\$ 11,841,348</u>

CITY OF EDINBURG, TEXAS
COMBINING STATEMENT OF REVENUES, EXPENDITURES AND CHANGES
IN FUND BALANCES
NONMAJOR SPECIAL REVENUE FUNDS
EXHIBIT 6-D

<i>FOR THE YEAR ENDED SEPTEMBER 30, 2024</i>	Community Development	Home Program	Texas Controlled Substance	Hotel Occupancy Tax	Municipal Court Restricted	City Secretary Restricted	PEG Fund	Tax Increment Reinvestment Zone 1	Tax Increment Reinvestment Zone 4	Tax Increment Reinvestment Zone 3	Local Government Finance Corp.	Total Nonmajor Special Revenue Funds
Revenues												
Taxes:												
Property Taxes	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 396,132	\$ 137,269	\$ 455,245	\$ -	\$ 988,646
Franchise Tax	-	-	-	-	-	-	98,237	-	-	-	-	98,237
Other Tax	-	-	-	1,094,213	-	-	-	-	-	-	-	1,094,213
Intergovernmental Revenue and Grants	1,338,655	-	1,013,254	-	-	-	-	-	-	-	-	2,351,909
Charges for Services	-	-	-	-	-	46,336	-	-	-	-	338,000	384,336
Fines and Forfeits	-	-	-	-	129,018	-	-	-	-	-	-	129,018
Investment Earnings	-	-	67,325	82,710	34,242	4,983	14,930	-	-	-	187,767	391,957
Contributions	-	-	-	-	-	-	-	318,108	95,676	471,438	-	885,222
Other	-	-	-	-	-	-	-	-	-	-	-	-
Total Revenues	1,338,655	-	1,080,579	1,176,923	163,260	51,319	113,167	714,240	232,945	926,683	525,767	6,323,538
Expenditures												
Current:												
General Government	-	-	-	-	112,237	18,948	133,528	-	-	-	-	264,713
Public Safety	-	-	471,717	-	-	-	-	-	-	-	-	471,717
Highways and Streets	-	-	-	-	-	-	-	-	-	-	-	-
Health and Welfare	1,339,393	3,183	-	-	-	-	-	-	-	-	-	1,342,576
Culture and Recreation	-	-	-	1,147,736	-	-	-	-	-	-	-	1,147,736
Economic Development	-	-	-	-	-	-	-	-	-	-	926,683	926,683
Debt Service:												
Principal Retirements	-	-	-	-	-	-	-	-	-	-	945,000	945,000
Interest and Other Charges	-	-	-	-	-	-	-	-	-	-	1,739,725	1,739,725
Total Expenditures	1,339,393	3,183	471,717	1,147,736	112,237	18,948	133,528	-	-	-	3,611,408	6,836,150
Excess (Deficiency) of Revenues Over (Under) Expenditures	(738)	(3,183)	608,862	29,187	51,023	32,371	(20,361)	714,240	232,945	926,683	(3,085,641)	(514,612)
Other Financing Sources (Uses)												
Proceeds from Right-to-Use Leases	-	-	-	-	-	-	-	-	-	-	10,023	10,023
Proceeds from Subscription-Based Information Technology Arrangements	-	-	-	-	-	-	-	-	-	-	-	-
Transfers In	-	-	-	-	-	-	-	777,537	305,336	-	2,956,741	4,039,614
Transfers Out	-	-	-	-	-	-	-	(1,491,777)	(538,281)	(926,683)	-	(2,956,741)
Total Other Financing Sources (Uses)	-	-	-	-	-	-	-	(714,240)	(232,945)	(926,683)	2,966,764	1,092,896
Net Change in Fund Balances	(738)	(3,183)	608,862	29,187	51,023	32,371	(20,361)	-	-	-	(118,877)	578,284
Fund Balances - Beginning of Year	62,782	47,822	1,188,216	1,455,538	559,725	219,508	441,502	-	-	-	5,307,282	9,282,375
Fund Balances - End of Year	\$ 62,044	\$ 44,639	\$ 1,797,078	\$ 1,484,725	\$ 610,748	\$ 251,879	\$ 421,141	\$ -	\$ -	\$ -	\$ 5,188,405	\$ 9,860,659

CITY OF EDINBURG, TEXAS
DEBT SERVICE FUND
BUDGETARY COMPARISON SCHEDULE
EXHIBIT 7-A

FOR THE YEAR ENDED SEPTEMBER 30, 2024	Budgeted Amounts		Actual	Variance with Final Budget Positive (Negative)
	Original	Final		
Revenues				
Taxes				
Property Taxes	\$ 8,178,535	\$ 8,178,535	\$ 8,291,946	\$ 113,411
Investment Earnings	1,465	1,465	61,856	60,391
Total Revenues	<u>8,180,000</u>	<u>8,180,000</u>	<u>8,353,802</u>	<u>173,802</u>
Expenditures				
Debt Service				
Principal Retirements	4,591,034	4,591,034	4,591,033	1
Interest and Other Charges	<u>3,588,966</u>	<u>3,588,966</u>	<u>3,591,676</u>	<u>(2,710)</u>
Total Expenditures	<u>8,180,000</u>	<u>8,180,000</u>	<u>8,182,709</u>	<u>(2,709)</u>
Excess (Deficiency) of Revenues Over (Under) Expenditures	<u>-</u>	<u>-</u>	<u>171,093</u>	<u>171,093</u>
Net Change In Fund Balance	-	-	171,093	171,093
Fund Balance - Beginning of Year	<u>704,819</u>	<u>704,819</u>	<u>704,819</u>	<u>-</u>
Fund Balance - End of Year	<u>\$ 704,819</u>	<u>\$ 704,819</u>	<u>\$ 875,912</u>	<u>\$ 171,093</u>

NON-MAJOR ENTERPRISE FUNDS

Non-Major Enterprise Funds are used to account for operations that are financed and operated in a manner similar to private business enterprises – where the intent of the governing body is that the costs of providing goods or services to the general public on a continuing basis are to be financed or recovered primarily through user charges; or where the governing body has decided that periodic determination of net income is appropriate for accountability purposes. The City has the following non-major enterprise funds:

Edinburg International Airport is used to account for revenues and expenses of the City's airport operations.

City Ebony Golf Course is used to account for golf course revenues and expenses associated with the Ebony Hills Golf Course.

Los Lagos Golf Course is used to account for golf course revenues and expenses associated with the Los Lagos Golf Course.

CITY OF EDINBURG, TEXAS
COMBINING STATEMENT OF NET POSITION
NON-MAJOR ENTERPRISE FUNDS
EXHIBIT 8-A

SEPTEMBER 30, 2024	Edinburg International Airport	City Ebony Golf Course	Los Lagos Golf Course	Total Nonmajor Enterprise Funds
Assets				
Current Assets:				
Cash and Cash Equivalents	\$ 199,201	\$ 24,713	\$ 87,173	\$ 311,087
Accounts Receivable, Net	27,576	-	26,462	54,038
Lease Receivable, Net	5,788	-	-	5,788
Inventories	51,851	5,547	42,325	99,723
Restricted Assets:				
Cash and Cash Equivalents	982,803	92,631	85,166	1,160,600
Cash with Fiscal Agent	214,759	127,978	51,534	394,271
Total Current Assets	1,481,978	250,869	292,660	2,025,507
Noncurrent Assets:				
Capital Assets:				
Land	4,246,155	25,000	729,000	5,000,155
Buildings	5,059,426	214,988	1,037,433	6,311,847
Improvements Other Than Buildings	7,594,207	-	5,795,440	13,389,647
Furniture and Equipment	782,530	224,396	1,530,303	2,537,229
Accumulated Depreciation	(7,470,392)	(364,525)	(7,557,615)	(15,392,532)
Right-to-Use Lease Assets	-	-	955,860	955,860
Accumulated Amortization- Right-to-Use-Leases	-	-	(69,810)	(69,810)
Subscription-Based Information Technology Arrangements	-	-	4,075	4,075
Accumulated Amortization- Subscription-Based Information Technology Arrangements	-	-	(3,865)	(3,865)
Construction in Progress	309,500	-	-	309,500
Total Capital Assets	10,521,426	99,859	2,420,821	13,042,106
Total Noncurrent Assets	10,521,426	99,859	2,420,821	13,042,106
Total Assets	12,003,404	350,728	2,713,481	15,067,613
Deferred Outflows of Resources				
Deferred Outflow Related to Debt Refundings	-	-	183,551	183,551
Deferred Outflow Related to Pension	124,539	67,950	247,014	439,503
Deferred Outflow Related to OPEB Obligation	4,194	2,189	7,947	14,330
Deferred Outflow Related to MED OPEB Obligation	44,369	29,420	81,636	155,425
Total Deferred Outflows of Resources	173,102	99,559	520,148	792,809
Liabilities				
Current Liabilities:				
Accounts Payable	76,694	8,771	42,507	127,972
Accrued Liabilities	23,274	13,379	54,807	91,460
Accrued Interest	82	2	57	141
Due to Other Funds	191,400	-	14,848	206,248
Deposits	3,075	225	1,000	4,300
Current Portion of Compensated Absences	15,928	7,400	30,709	54,037
Current Portion of Financing Leases Payable	91,060	22,738	58,386	172,184
Current Portion of Right-to-Use Lease Liabilities	-	-	191,161	191,161
Current Portion of Subscription-Based Information Technology Arrangement Liabilities	-	-	323	323
Total Current Liabilities	401,513	52,515	393,798	847,826

CITY OF EDINBURG, TEXAS
COMBINING STATEMENT OF NET POSITION
NON-MAJOR ENTERPRISE FUNDS
EXHIBIT 8-A
(Continued)

SEPTEMBER 30, 2023	Edinburg International Airport	City Ebony Golf Course	Los Lagos Golf Course	Total Nonmajor Enterprise Funds
Noncurrent Liabilities				
Compensated Absences	-	12,860	51,137	63,997
General Obligation Bonds, Net of Unamortized Discounts and Premiums	-	-	159,005	159,005
Financing Leases Payable	241,982	26,215	179,656	447,853
Right-to-Use Lease Liabilities	-	-	685,048	685,048
Subscription-Based Information Technology Arrangement Liabilities	-	-	-	-
Net Pension Liability	347,068	183,102	664,979	1,195,149
Net OPEB Obligation	14,891	7,632	27,693	50,216
MED Plan OPEB Obligation	267,822	183,838	516,141	967,801
Total Noncurrent Liabilities	871,763	413,647	2,283,659	3,569,069
Total Liabilities	1,273,276	466,162	2,677,457	4,416,895
Deferred Inflows of Resources				
Deferred Inflows Related to Pension	7,036	3,335	12,073	22,444
Deferred Inflows Related to OPEB Obligation	6,276	3,317	12,046	21,639
Deferred Inflows Related to MED OPEB Obligation	47,214	34,539	98,954	180,707
Deferred Inflows Related to Leases	5,778	-	-	5,778
Deferred Inflows Related to Other	-	4,895	7,233	12,128
Total Deferred Inflows of Resources	66,304	46,086	130,306	242,696
Net Position				
Net Investment in Capital Assets and Lease Assets	10,188,384	50,906	2,016,164	12,255,454
Unrestricted	648,542	(112,867)	(1,590,298)	(1,054,623)
Total Net Position	\$ 10,836,926	\$ (61,961)	\$ 425,866	\$ 11,200,831

CITY OF EDINBURG, TEXAS
COMBINING STATEMENT OF REVENUES, EXPENSES, AND CHANGES
IN NET POSITION-NON-MAJOR ENTERPRISE FUNDS
EXHIBIT 8-B

FOR THE YEAR ENDED SEPTEMBER 30, 2024	Edinburg International Airport	City Ebony Golf Course	Los Lagos Golf Course	Total Nonmajor Enterprise Funds
Operating Revenues				
Fuel Flow Fees	\$ 1,593,118	\$ -	\$ -	\$ 1,593,118
Golf Course Fees and Memberships	-	296,768	1,319,676	1,616,444
Other Revenue	420	54,791	282,462	337,673
Total Operating Revenues	<u>1,593,538</u>	<u>351,559</u>	<u>1,602,138</u>	<u>3,547,235</u>
Operating Expenses				
Salaries, Wages, and Employee Benefits	611,406	375,374	1,248,940	2,235,720
Supplies and Materials	11,156	44,193	224,688	280,037
Contractual and Other Services	436,134	66,842	246,752	749,728
Repairs and Maintenance	172,255	629	4,712	177,596
Other Operating Costs	858,112	49,986	289,830	1,197,928
Deprecation and Amortization	597,648	18,106	211,150	826,904
Total Operating Expenses	<u>2,686,711</u>	<u>555,130</u>	<u>2,226,072</u>	<u>5,467,913</u>
Operating Income (Loss)	<u>(1,093,173)</u>	<u>(203,571)</u>	<u>(623,934)</u>	<u>(1,920,678)</u>
Non-Operating Revenues (Expenses)				
Investment Earnings	18,433	103	100	18,636
Interest Expense	(5,631)	(890)	(16,662)	(23,183)
Other	-	-	(1,476)	(1,476)
Total Non-Operating Revenues (Expenses)	<u>12,802</u>	<u>(787)</u>	<u>(18,038)</u>	<u>(6,023)</u>
Income (Loss) Before Transfers	<u>(1,080,371)</u>	<u>(204,358)</u>	<u>(641,972)</u>	<u>(1,926,701)</u>
Transfers In (Out)				
Transfers In	827,838	254,495	1,074,738	2,157,071
Total Transfers In (Out)	<u>827,838</u>	<u>254,495</u>	<u>1,074,738</u>	<u>2,157,071</u>
Change In Net Position	(252,533)	50,137	432,766	230,370
Net Position - Beginning of Year	<u>11,089,459</u>	<u>(112,098)</u>	<u>(6,900)</u>	<u>10,970,461</u>
Net Position - End of Year	<u>\$ 10,836,926</u>	<u>\$ (61,961)</u>	<u>\$ 425,866</u>	<u>\$ 11,200,831</u>

CITY OF EDINBURG, TEXAS
COMBINING STATEMENT OF CASH FLOWS
NONMAJOR ENTERPRISE FUNDS
EXHIBIT 8-C

FOR THE YEAR ENDED SEPTEMBER 30, 2024	Edinburg International Airport	Ebony Golf Course	Los Lagos Golf Course	Total
CASH FLOWS FROM OPERATING ACTIVITIES				
Cash Received from Customers	\$ 1,635,566	\$ 351,559	\$ 1,601,985	\$ 3,589,110
Cash Payments to Employees for Services	(584,933)	(340,148)	(1,141,214)	(2,066,295)
Cash Payments to Other Suppliers for Goods and Services	(1,411,712)	(157,910)	(759,559)	(2,329,181)
Net Cash Provided (Used) by Operating Activities	(361,079)	(146,499)	(298,788)	(806,366)
CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES				
Cash paid to other funds	191,400	-	-	191,400
Transfers from Other Funds	827,838	254,495	1,074,738	2,157,071
Net Cash Provided (Used) by Noncapital Financing Activities	1,019,238	254,495	1,074,738	2,348,471
CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES				
Principal Paid on Long-Term Debt	(87,545)	(30,239)	(578,285)	(696,069)
Proceeds from Capital Debt	-	-	955,860	955,860
Interest Paid on Long-Term Debt	(5,662)	(892)	(19,685)	(26,239)
Acquisition or Construction of Capital Assets	(314,962)	(25,624)	(962,301)	(1,302,887)
Net Cash Provided/(Used) by Capital and Related Financing Activities	(408,169)	(56,755)	(604,411)	(1,069,335)
CASH FLOWS FROM INVESTING ACTIVITIES				
Interest from Investments	18,433	103	100	18,636
Net Cash Provided/(Used) By Investing Activities	18,433	103	100	18,636
Net Increase/(Decrease) in Cash	268,423	51,344	171,639	491,406
Cash and Cash Equivalents at Beginning of Year	1,128,340	193,978	52,234	1,374,552
Cash and Cash Equivalents at End of Year	<u>\$ 1,396,763</u>	<u>\$ 245,322</u>	<u>\$ 223,873</u>	<u>\$ 1,865,958</u>
Reconciliation of Operating Income to Net Cash Provided (Used) by Operating Activities:				
Operating Income (Loss)	\$ (1,093,173)	\$ (203,571)	\$ (623,934)	\$ (1,920,678)
Adjustments to Reconcile Operating Income (Loss) to Net Cash Provided (Used) by Operating Activities:				
Depreciation and Amortization	597,648	18,106	211,150	826,904
Changes in Assets and Liabilities				
Decrease (Increase) in Accounts Receivable	42,028	-	847	42,875
Decrease (Increase) in Prepaid Items	53,225	-	-	53,225
Decrease (Increase) in Inventories	(10,594)	267	(841)	(11,168)
Decrease (Increase) in Deferred Outflows	46,341	19,046	109,263	174,650
Increase (Decrease) in Accounts Payable	23,314	3,473	7,264	34,051
Increase (Decrease) in Compensated Balances	6,054	9,972	(14,871)	1,155
Increase (Decrease) in Accrued Liabilities	23,274	13,379	49,808	86,461
Increase (Decrease) In Deposits	-	-	(1,000)	(1,000)
Increase (Decrease) in Deferred Inflow	(32,354)	(5,580)	(5,059)	(42,993)
Increase (Decrease) in Pension Liabilities	(16,842)	(1,591)	(31,415)	(49,848)
Total Adjustments	732,094	57,072	325,146	1,114,312
Net Cash Provided (Used) by Operating Activities	<u>\$ (361,079)</u>	<u>\$ (146,499)</u>	<u>\$ (298,788)</u>	<u>\$ (806,366)</u>

CITY OF EDINBURG, TEXAS
NET POSITION BY COMPONENT
Last Ten Fiscal Years
(Unaudited)

	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
Governmental Activities										
Net investment in capital assets	\$ 57,184,087	\$ 65,369,344	\$ 61,875,757	\$ 81,384,257	\$ 79,362,475	\$ 78,042,830	\$ 80,905,001	\$ 89,470,643	\$ 38,570,514	\$ 43,304,576
Restricted	7,350,584	4,478,473	6,066,707	7,543,470	26,556,986	11,096,592	7,956,587	76,612,604	49,170,963	47,764,184
Unrestricted	(10,026,957)	(8,323,840)	(8,853,893)	(17,975,790)	(38,582,298)	(21,720,725)	(21,160,691)	(98,796,406)	(21,018,144)	(26,197,622)
Total governmental activities net position	<u>\$ 54,507,714</u>	<u>\$ 61,523,977</u>	<u>\$ 59,088,571</u>	<u>\$ 70,951,937</u>	<u>\$ 67,337,163</u>	<u>\$ 67,418,697</u>	<u>\$ 67,700,898</u>	<u>\$ 67,286,841</u>	<u>\$ 66,723,333</u>	<u>\$ 64,871,138</u>
Business-Type Activities										
Net investment in capital assets	\$ 100,877,706	\$ 106,077,748	\$ 110,505,512	\$ 114,719,222	\$ 108,982,474	\$ 107,596,067	\$ 110,310,189	\$ 130,703,235	\$ 48,346,710	\$ 55,832,091
Restricted	3,438,540	3,415,118	3,516,475	3,153,907	3,142,522	6,938,270	5,244,568	4,607,337	5,634,979	5,634,979
Unrestricted	7,055,965	8,038,827	10,939,784	7,512,316	11,652,025	10,203,791	8,823,580	(14,080,842)	65,364,547	63,775,677
Total business-type activities net position	<u>\$ 111,372,211</u>	<u>\$ 117,531,693</u>	<u>\$ 124,961,771</u>	<u>\$ 125,385,445</u>	<u>\$ 123,777,021</u>	<u>\$ 124,738,128</u>	<u>\$ 124,378,336</u>	<u>\$ 121,229,730</u>	<u>\$ 119,346,236</u>	<u>\$ 125,242,747</u>
Primary Government										
Net investment in capital assets	\$ 158,061,793	\$ 171,447,092	\$ 172,381,269	\$ 196,103,479	\$ 188,344,949	\$ 185,638,897	\$ 191,215,190	\$ 220,173,878	\$ 86,917,224	\$ 99,136,667
Restricted	10,789,124	7,893,591	9,583,182	10,697,377	29,699,508	18,034,862	13,201,155	81,219,941	54,805,942	53,399,163
Unrestricted	(2,970,992)	(285,013)	2,085,891	(10,463,474)	(26,930,273)	(11,516,935)	(12,337,111)	(112,877,248)	44,346,403	37,578,055
Total primary government net position	<u>\$ 165,879,925</u>	<u>\$ 179,055,670</u>	<u>\$ 184,050,342</u>	<u>\$ 196,337,382</u>	<u>\$ 191,114,184</u>	<u>\$ 192,156,825</u>	<u>\$ 192,079,234</u>	<u>\$ 188,516,571</u>	<u>\$ 186,069,569</u>	<u>\$ 190,113,885</u>

CITY OF EDINBURG, TEXAS
CHANGES IN NET POSITION
Last Ten Fiscal Years
(Unaudited)

	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
Expenses										
Governmental Activities										
General government	\$ 10,939,958	\$ 9,614,288	\$ 16,043,093	\$ 12,976,468	\$ 13,511,053	\$ 13,516,587	\$ 13,462,924	\$ 20,926,720	\$ 22,946,455	\$ 30,005,563
Public safety	22,197,308	23,393,747	25,111,830	28,190,073	29,594,744	38,734,704	33,877,955	37,430,277	39,002,410	43,190,614
Highways and streets	10,003,508	9,598,627	11,334,330	11,803,668	16,038,229	9,006,283	14,922,951	11,174,354	13,008,517	14,195,853
Health and welfare	4,023,104	3,679,385	3,572,179	3,582,346	4,036,587	6,401,576	5,785,543	5,660,161	6,708,631	7,999,187
Culture and recreation	7,920,837	8,872,920	8,398,294	9,516,000	11,913,650	7,696,153	9,814,577	10,998,228	12,089,329	12,960,143
Urban redevelopment and housing	604,780	699,828	658,896	569,586	506,127	2,018,407	2,219,410	643,676	-	-
Economic development	3,547,915	-	-	1,493,526	706,143	2,473,706	3,098,008	3,084,239	2,579,526	3,229,292
Interest on long-term debt	4,140,985	3,748,860	3,424,033	3,550,141	4,933,580	5,691,962	4,971,648	5,390,433	4,903,288	5,276,641
Total governmental activities expenses	63,378,395	59,607,654	68,542,655	71,681,808	81,240,112	85,539,377	88,153,017	95,308,088	101,238,156	116,857,293
Business-type Activities										
Water and sewer operations	16,223,402	16,432,173	17,074,304	16,326,190	17,202,578	19,648,894	20,866,627	21,824,936	24,086,632	22,950,360
Solid waste operations	12,096,360	12,942,541	10,816,921	13,478,459	12,727,623	16,098,186	16,506,457	19,677,970	18,579,086	20,911,991
Golf course operations	2,167,865	1,905,629	1,739,829	1,771,420	1,655,436	1,677,375	2,151,567	2,419,592	2,709,970	2,798,754
Airport services	974,332	997,790	1,423,122	1,430,654	1,362,844	1,471,894	1,979,681	3,213,471	2,894,168	2,692,342
Total business-type activities expenses	31,461,960	32,278,133	31,054,176	33,006,723	32,948,481	38,896,349	41,504,332	47,135,969	48,269,856	49,353,447
Total primary government expenses	\$ 94,840,355	\$ 91,885,787	\$ 99,596,831	\$ 104,688,531	\$ 114,188,593	\$ 124,435,727	\$ 129,657,349	\$ 142,444,057	\$ 149,508,012	\$ 166,210,740
Program Revenues										
Governmental Activities										
Charges for services										
General government	\$ 2,050,951	\$ 2,098,774	\$ 4,170,721	\$ 1,873,910	\$ 2,232,051	\$ 3,439,894	\$ 5,277,797	\$ 5,551,144	\$ 8,345,365	\$ 7,798,967
Public Safety	1,823,648	2,042,400	1,515,084	311,440	391,765	521,622	602,879	697,619	-	-
Highways and streets	-	-	-	-	-	-	-	-	-	-
Health and welfare	753,902	954,379	897,848	623,970	796,231	682,278	851,693	1,073,460	-	-
Culture and recreation	984,369	870,188	1,038,483	771,247	1,005,904	600,053	663,442	980,396	-	-
Operating grants and contributions	5,296,630	2,615,048	2,704,397	3,090,280	5,757,781	14,706,673	11,334,859	10,116,925	8,657,137	14,026,470
Capital grants and contributions	8,655,218	7,316,885	6,397,795	27,840,216	2,016,245	1,678,475	1,407,273	885,840	913,367	11,156,238
Total governmental activities program revenues	19,564,718	15,897,674	16,724,328	34,511,063	12,199,977	21,628,995	20,137,944	19,305,384	17,915,869	32,981,675
Business-type Activities										
Charges for services										
Water and sewer operations	16,044,132	18,228,648	19,071,019	18,819,247	18,696,770	19,520,480	20,889,041	20,729,234	21,832,089	23,400,053
Solid waste operations	16,970,674	18,069,876	18,688,554	21,001,992	19,642,355	21,042,726	22,471,795	22,067,707	23,952,955	25,619,921
Golf course operations	1,140,450	1,103,771	1,086,456	802,436	940,542	997,520	1,477,592	1,679,586	1,873,482	1,953,697
Airport services	533,875	479,976	374,932	359,545	492,772	396,451	377,478	1,577,569	1,687,084	1,593,538
Operating grants and contributions	48,302	223,106	-	41,209	28,175	916,661	104,391	81,221	-	-
Capital grants and contributions	359,306	3,362,834	2,756,589	1,370,828	-	-	-	-	-	-
Total business-type activities program revenues	35,096,739	41,468,211	41,977,550	42,395,257	39,800,614	42,873,838	45,320,297	46,135,317	49,345,610	52,567,209
Total primary government program revenues	\$ 54,661,457	\$ 57,365,885	\$ 58,701,878	\$ 76,906,320	\$ 52,000,591	\$ 64,502,833	\$ 65,458,240	\$ 65,440,701	\$ 67,261,479	\$ 85,548,884
Net (expense)/revenue										
Governmental activities	\$ (43,813,678)	\$ (43,709,981)	\$ (51,818,327)	\$ (37,170,745)	\$ (69,040,136)	\$ (63,910,383)	\$ (68,015,073)	\$ (76,002,705)	\$ (83,322,287)	\$ (83,875,618)
Business-type activities	3,634,778	9,190,079	10,923,374	9,388,534	6,852,134	3,977,489	3,815,964	(1,000,652)	1,075,754	3,213,762
Total primary government net expense	\$ (40,178,900)	\$ (34,519,902)	\$ (40,894,953)	\$ (27,782,211)	\$ (62,188,002)	\$ (59,932,894)	\$ (64,199,108)	\$ (77,003,357)	\$ (82,246,533)	\$ (80,661,856)

(Continued)

CITY OF EDINBURG, TEXAS
CHANGES IN NET POSITION (Continued)
Last Ten Fiscal Years
(Unaudited)

	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
General Revenue and Other Changes in Net Position										
Governmental Activities										
Taxes										
Property taxes and tax increments	\$ 23,996,486	\$ 25,926,854	\$ 28,240,717	\$ 29,501,678	\$ 30,067,499	\$ 32,283,712	\$ 35,077,865	\$ 38,119,120	\$ 39,549,563	\$ 43,976,660
Sales taxes	15,212,241	15,935,921	15,839,175	16,899,713	19,066,916	19,770,923	22,868,646	25,802,830	27,552,576	28,448,597
Franchise/other taxes	3,673,549	3,702,263	4,023,704	4,190,296	4,184,935	4,166,222	4,433,311	4,744,026	4,750,536	4,544,149
Hotel/motel taxes	393,152	477,359	404,508	539,329	623,426	493,690	759,873	959,928	947,017	1,094,213
Investment earnings	16,946	198,180	393,703	809,414	1,365,041	737,089	70,595	829,944	3,849,396	4,657,521
Insurance Proceeds	-	1,155,768	-	1,157,171	1,022,297	169,563	308,492	-	-	-
Miscellaneous	348,299	142,955	561,631	872,492	308,027	887,477	283,730	371,315	644,144	(6,447,717)
Grants and contributions not restricted	-	-	-	-	-	-	-	-	-	-
Special Items	-	-	-	-	-	-	-	-	-	-
Transfers	2,184,186	4,342,710	3,737,342	6,564,960	9,713,295	6,222,215	5,000,000	4,600,000	5,350,000	5,750,000
Total governmental activities	45,824,859	51,882,010	53,200,780	60,535,053	66,351,436	64,730,891	68,802,512	75,427,163	82,643,232	82,023,423
Business-type Activities										
Investment earnings	11,507	64,629	181,134	427,724	751,527	246,510	13,711	276,793	1,885,526	2,643,466
Contributions	-	-	-	-	-	-	-	-	-	3,850,000
Miscellaneous	81,930	91,716	62,912	44,123	501,212	637,719	979,763	2,570,134	905,226	1,939,283
Insurance Proceeds	-	1,155,768	-	-	-	-	-	-	-	-
Transfers	(2,184,186)	(4,342,710)	(3,737,342)	(6,564,960)	(9,713,295)	(6,222,215)	(5,000,000)	(5,000,000)	(5,750,000)	(5,750,000)
Total business-type activities	(2,090,748)	(3,030,597)	(3,493,296)	(6,093,113)	(8,460,557)	(5,337,986)	(4,006,526)	(2,153,073)	(2,959,248)	2,682,749
Total primary government	\$ 43,734,110	\$ 48,851,413	\$ 49,707,484	\$ 54,441,940	\$ 57,890,879	\$ 59,392,905	\$ 64,795,986	\$ 73,274,090	\$ 79,683,984	\$ 84,706,172
Change in Net Position										
Governmental activities	\$ 2,011,181	\$ 7,016,263	\$ 1,382,453	\$ 23,364,308	\$ (2,688,700)	\$ 820,508	\$ 787,439	\$ (575,542)	\$ (679,055)	\$ (1,852,195)
Business-type activities	1,544,030	6,159,482	7,430,078	3,295,421	(1,608,423)	(1,360,497)	(190,562)	(3,153,725)	(1,883,494)	5,896,511
Total primary government	\$ 3,555,211	\$ 13,175,745	\$ 8,812,531	\$ 26,659,729	\$ (4,297,123)	\$ (539,989)	\$ 596,877	\$ (3,729,267)	\$ (2,562,549)	\$ 4,044,316

CITY OF EDINBURG, TEXAS
FUND BALANCES OF GOVERNMENTAL FUNDS
Last Ten Fiscal Years
(Unaudited)

	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
General Fund										
Nonspendable	\$ 73,037	\$ 112,481	\$ 73,044	\$ 101,001	\$ 114,384	\$ 82,543	\$ 100,272	\$ 108,092	\$ 201,419	\$ 204,547
Restricted	-	-	-	-	-	-	-	-	-	-
Committed	-	-	-	-	-	-	-	-	-	-
Assigned	-	1,713,740	629,257	15,931,686	15,046,900	18,173,265	22,005,551	24,755,976	6,925,008	2,874,714
Unassigned	15,989,172	16,479,550	18,492,971	3,812,237	5,693,739	6,918,157	5,169,852	7,557,129	24,141,246	24,521,877
Total general fund	<u>\$ 16,062,209</u>	<u>\$ 18,305,771</u>	<u>\$ 19,195,272</u>	<u>\$ 19,844,924</u>	<u>\$ 20,855,023</u>	<u>\$ 25,173,965</u>	<u>\$ 27,275,676</u>	<u>\$ 32,421,197</u>	<u>\$ 31,267,673</u>	<u>\$ 27,601,138</u>
All other governmental funds										
Restricted, reported in special revenue funds, capital projects funds and debt service funds	\$ 39,894,330	\$ 30,183,727	\$ 20,214,022	\$ 20,214,022	\$ 45,572,153	\$ 41,778,404	\$ 80,074,200	\$ 67,174,038	\$ 42,248,215	\$ 40,841,326
Committed, reported in capital projects and special revenue funds	857,591	103,725	1,400,258	1,400,258	3,122,712	2,575,262	-	-	-	-
Unassigned	(937,179)	-	(33,171)	(33,171)	(15,506)	-	-	-	-	-
Total all other governmental funds	<u>\$ 39,814,742</u>	<u>\$ 30,287,452</u>	<u>\$ 21,581,109</u>	<u>\$ 21,581,109</u>	<u>\$ 48,679,360</u>	<u>\$ 44,353,666</u>	<u>\$ 80,074,200</u>	<u>\$ 67,174,038</u>	<u>\$ 42,248,215</u>	<u>\$ 40,841,326</u>

Note: The City implemented GASB Statement No. 54 for the fiscal year ended September 30, 2011. The new classifications have not been restated for 2010 and prior.

CITY OF EDINBURG, TEXAS
CHANGES IN FUND BALANCE OF GOVERNMENTAL FUNDS
Last Ten Fiscal Years
(Unaudited)

	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
Revenues										
Taxes	\$ 43,469,036	\$ 45,953,279	\$ 48,402,426	\$ 50,085,433	\$ 53,941,473	\$ 57,483,240	\$ 63,432,374	\$ 60,246,384	\$ 62,723,502	\$ 67,525,155
Licenses and permits	611,125	835,640	836,604	699,863	1,033,451	953,364	1,302,788	1,245,283	1,409,954	1,349,881
Intergovernmental	4,390,980	5,019,509	7,347,173	5,469,932	5,249,150	14,237,396	10,293,397	1,094,576	526,870	529,372
Charges for services	1,585,529	1,750,223	1,852,117	1,762,527	2,292,457	3,703,673	5,538,088	4,591,214	5,582,612	5,066,133
Fines	1,525,429	1,587,626	1,344,734	1,118,178	1,100,043	586,810	554,936	841,734	848,211	869,599
Increment revenue	-	-	-	1,908,242	-	-	-	-	-	-
Interest	16,351	111,246	389,473	801,170	1,352,678	732,344	70,595	263,858	1,271,890	1,700,678
Contributions	4,530,915	-	100,000	100,000	2,192,646	2,147,752	2,448,736	-	-	2,000,000
Other	935,573	670,271	1,161,122	899,014	697,619	455,390	255,016	343,046	391,488	243,464
Total revenues	57,064,938	55,927,795	61,433,649	62,844,358	67,859,517	80,299,968	83,895,929	68,626,095	72,754,527	79,284,282
Expenditures										
General government	10,929,308	12,139,296	14,382,681	14,040,233	13,053,297	14,291,633	13,069,694	14,899,545	16,091,513	19,791,543
Public safety	21,322,733	21,964,688	25,060,989	27,984,921	29,080,688	40,011,073	37,835,135	36,351,593	36,199,473	38,012,579
Highways and streets	4,478,985	3,409,577	5,108,287	5,513,820	14,074,292	9,323,113	11,506,878	8,271,391	7,316,935	8,847,605
Health and welfare	3,899,887	3,370,645	3,571,225	3,564,581	3,903,856	6,178,674	5,925,073	5,667,544	5,915,809	6,789,228
Culture and recreation	7,493,462	8,319,542	7,385,292	8,603,141	8,992,754	9,733,828	10,624,454	9,297,972	10,009,372	11,505,224
Urban redevelopment and housing	935,387	879,376	860,625	595,416	506,127	374,539	575,542	-	-	-
Economic development	3,547,915	-	-	1,868,336	1,088,601	2,471,975	3,728,139	1,440,371	-	46,337,022
Other	-	-	-	15,369,424	-	-	-	-	-	-
Capital outlay	15,059,458	11,306,731	11,465,855	-	-	-	-	-	-	-
Debt service										
Principal	7,103,964	3,025,172	2,167,270	2,947,780	3,201,913	5,196,121	6,294,587	2,793,675	3,189,971	42,323,543
Interest	2,516,315	3,793,199	3,794,595	3,420,284	4,087,302	5,213,395	5,207,765	226,344	227,199	180,546
Bond issuance costs	1,600,862	320,678	-	-	-	-	-	-	-	-
Total expenditures	78,906,277	68,528,904	73,796,819	83,907,936	77,988,830	92,794,351	94,767,268	78,948,435	78,950,272	173,787,290
Excess of revenues over (under) expenditures	(21,841,339)	(12,601,109)	(12,363,170)	(21,063,578)	(10,129,313)	(12,494,383)	(10,871,340)	(10,322,340)	(6,195,745)	(94,503,008)
Other financing sources (uses)										
Transfers in	14,755,759	5,235,785	5,431,967	7,178,630	17,189,766	10,734,734	9,974,391	11,095,854	9,406,430	11,913,029
Transfers out	(12,571,572)	(893,075)	(1,860,259)	(613,670)	(7,476,471)	(4,512,519)	(4,974,391)	(6,495,854)	(4,056,430)	(6,163,029)
Insurance recoveries / sale of property	-	-	-	1,157,171	1,066,897	278,380	427,637	76,069	426,119	39,295,047
Issuance of Notes Payable	-	-	-	-	-	-	-	-	-	46,337,022
Tax increment bonds issued	40,725,000	-	-	-	-	-	-	-	-	-
Bonds issued	11,390,000	4,145,000	-	9,705,000	27,875,000	-	39,150,000	-	-	-
Refunding bonds issued	5,270,000	13,513,328	-	-	-	-	-	-	-	-
Premium on bonds issued	2,165,808	360,973	-	158,994	2,505,779	-	4,031,899	-	-	-
Premium on refunding bonds issued	337,047	2,005,777	-	-	-	-	-	-	-	-
Discount on bonds issued	(190,860)	-	-	-	-	-	-	-	-	-
Payments to refunded bond escrow agent	(5,465,370)	(15,315,014)	-	-	-	-	-	-	-	-
Proceeds from Capital Leases	-	-	-	-	2,146,000	5,987,036	-	-	-	-
Proceeds from Right-to-Use Leases	-	-	-	-	-	-	-	11,715,984	11,509	12,534
Proceeds from Subscription-Based Information Tech Arrangements	-	-	-	-	-	-	-	-	591,115	534,766
Total other financing sources (uses)	56,415,811	9,052,774	3,571,708	17,586,125	43,306,971	12,487,631	48,609,537	16,392,053	6,378,743	91,929,369
Net change in fund balances	\$ 34,574,472	\$ (3,548,335)	\$ (8,791,462)	\$ (3,477,453)	\$ 33,177,658	\$ (6,752)	\$ 37,738,197	\$ 6,069,713	\$ 182,998	\$ (2,573,639)
Debt service as a percentage of noncapital expenditures (1)	15.53%	12.91%	9.81%	9.46%	10.37%	13.53%	13.79%	5.39%	7.42%	26.99%

(1) Capital outlay removed from expenditures in calculation comes from Exhibit 2-D.

CITY OF EDINBURG, TEXAS
ASSESSED AND ESTIMATED ACTUAL VALUE OF TAXABLE PROPERTY
Last Ten Fiscal Years
(Unaudited)

Tax Year	Real Property	Personal Property	Minerals	Less: Tax Exempt Real Property	Total Taxable Assessed Value	Total Direct Tax Rate (2)	Estimated Actual Market Value (1)	Assessed Value as a Percentage of Actual Value
2015	4,356,173,395	571,352,461	2,229,076	883,157,509	4,046,597,423	0.63500	4,929,754,932	82%
2016	4,606,527,883	602,960,808	1,423,404	929,584,179	4,281,327,916	0.63500	5,210,912,095	82%
2017	4,798,556,308	608,674,932	2,258,088	902,072,086	4,507,417,242	0.63500	5,409,489,328	83%
2018	5,386,814,750	610,994,169	2,294,751	1,123,680,604	4,876,423,066	0.63500	6,000,103,670	81%
2019	5,582,974,563	618,479,899	1,376,640	1,105,856,845	5,096,974,257	0.68000	6,202,831,102	82%
2020	5,972,969,607	595,804,576	582,031	1,289,702,892	5,279,653,322	0.68000	6,569,356,214	80%
2021	6,557,537,512	568,596,316	1,459,742	1,373,067,492	5,754,526,078	0.68000	7,127,593,570	81%
2022	7,191,577,660	628,105,800	2,643,325	1,510,827,054	6,311,499,731	0.64000	7,822,326,785	81%
2023	8,181,973,399	679,210,009	572,865	1,784,088,624	7,077,667,649	0.63000	8,861,756,273	80%
2024	8,702,534,213	683,561,108	1,123,644	1,846,568,006	7,540,650,959	0.63000	9,387,218,965	80%

(1) The estimated property value is derived directly from the Levy Roll Tax Totals provided by the Hidalgo County Appraisal District.

(2) Tax rate per every \$100 valuation of property.

CITY OF EDINBURG, TEXAS
PROPERTY TAX RATES
DIRECT AND OVERLAPPING GOVERNMENTS
Last Ten Fiscal Years
(Unaudited)

Tax Year	City of Edinburg			Overlapping Rates			Total Direct and Overlapping Rates
	Operating Tax Rate	Debt Service Tax Rate	Total City Tax Rate	Hidalgo County Tax Rate	Edinburg CISD Tax Rate	South Texas College Tax Rate	
2015	0.52370	0.11130	0.63500	0.59000	1.23980	0.18500	2.64980
2016	0.53400	0.10100	0.63500	0.59000	1.23980	0.18500	2.64980
2017	0.55840	0.07660	0.63500	0.59000	1.23980	0.18500	2.64980
2018	0.54470	0.09030	0.63500	0.58000	1.23980	0.17800	2.63280
2019	0.55700	0.12300	0.68000	0.57500	1.13820	0.17330	2.56650
2020	0.58260	0.09740	0.68000	0.57500	1.13820	0.17180	2.56500
2021	0.54470	0.13530	0.68000	0.57500	1.10570	0.17150	2.53220
2022	0.50420	0.13580	0.64000	0.57500	1.06040	0.16150	2.43690
2023	0.50890	0.12110	0.63000	0.57500	0.87500	0.15620	2.23620
2024	0.51560	0.11440	0.63000	0.57500	0.87270	0.16200	2.23970

Source: Hidalgo County Tax Office and City of Edinburg Tax Office.

Note: Overlapping rates are those of the City, County, and school district that apply to property owners within the City of Edinburg. Not all overlapping rates apply to all City of Edinburg property owners (for example, the rates for the Edinburg Independent School District only apply to the proportion of the City's property owners whose property is located within the geographic boundaries of the Edinburg Independent School District).

**CITY OF EDINBURG, TEXAS
PRINCIPAL TAXPAYERS
(Unaudited)**

Taxpayer	2024			2015		
	Taxable Value	Rank	Percentage of Total Taxable Value	Taxable Value	Rank	Percentage of Total Taxable Value
Day Surgery at Renaissance LLC	\$ 125,988,729	1	1.67%	\$ 49,122,346	2	1.21%
Trenton Street Corporation	74,925,700	2	0.99%	35,421,106	4	0.88%
AEP Texas Inc-27H	48,256,150	3	0.64%	19,752,370	6	0.49%
Shoppes at Rio Grande Valley, LP	41,584,677	4	0.55%	33,963,714	5	0.84%
Magic Valley Energy Center	25,272,940	5	0.34%			
Edinburg Regional Medical Center	24,264,191	6	0.32%			0.00%
Doctors Hospital at Renaissance LTD	22,117,782	7	0.29%			0.00%
Azteca Milling LP	21,823,423	8	0.29%	14,596,303	10	
25 29 Stults LLC	18,290,001	9	0.24%			
La Sienna-Edinburg LLC	17,000,000	10	0.23%			
Calpine Central, LP (Magic Valley Power)				61,014,790	1	1.51%
Day Surrgerly at Renaissance				45,161,413	3	1.12%
Calpine Central, LP (Hidalgo Energy)				19,700,730	7	0.49%
Edinburg Containers				17,378,082	8	
Wal-Mart Stores Texas, LLC				17,098,637	9	0.42%
Totals	<u>\$ 419,523,593</u>		<u>5.56%</u>	<u>\$ 313,209,491</u>		<u>7.74%</u>

Source: Hidalgo County Tax Assessor

CITY OF EDINBURG, TEXAS
PROPERTY TAX LEVIES AND COLLECTIONS
Last Ten Fiscal Years
(Unaudited)

Fiscal Year Ended September 30	Total Tax Levy for Fiscal Year	Collection within the Fiscal Year of the Levy		Collections in Subsequent Years	Total Collection to Date	
		Amount	Percentage of Levy		Amount	Percentage of Levy
2015	22,543,924	21,923,142	97.25%	715,398	22,638,540	100.42%
2016	24,167,562	23,547,286	97.43%	647,137	24,194,423	100.11%
2017	25,928,498	24,945,947	96.21%	530,143	25,476,090	98.26%
2018	27,315,178	26,597,685	97.37%	704,283	27,301,968	99.95%
2019	29,581,424	28,776,708	97.28%	672,992	29,449,700	99.55%
2020	33,007,592	32,044,729	97.08%	629,082	32,673,811	98.99%
2021	34,412,990	33,703,685	97.94%	995,048	34,698,733	100.83%
2022	37,390,042	36,595,507	97.88%	862,633	37,458,140	100.18%
2023	38,913,342	37,913,534	97.43%	840,445	38,753,979	99.59%
2024	43,551,391	42,392,807	97.34%	721,722	43,114,529	99.00%

CITY OF EDINBURG, TEXAS
RATIO OF OUTSTANDING DEBT BY TYPE
Last Ten Fiscal Years
(Unaudited)

Fiscal Year	Governmental Activities					Business-Type Activities				Total Primary Government	Percentage of Personal Income (1)	Per Capita (1)
	General Obligation Bonds	Tax Increment Bonds	Notes Payable	Other (2)	Capital Leases	Revenue Bonds	Notes Payable	Capital Leases	General Obligation Bonds			
2015	41,877,467	42,709,906	1,500,000	11,118,790	-	38,230,412	1,982,548	-	5,233,310	142,652,433	9.35%	1,592
2016	43,946,550	42,643,742	1,000,000	10,831,241	-	36,054,406	1,101,218	-	4,891,267	140,468,424	8.32%	1,529
2017	41,565,179	42,575,231	500,000	10,480,824	-	38,945,103	601,661	-	4,177,094	138,845,092	7.73%	1,473
2018	48,975,612	41,804,068	-	9,958,780	-	36,824,023	338,771	-	3,484,472	141,385,726	7.45%	1,463
2019	76,754,296	41,000,251	-	9,611,526	2,007,795	34,444,637	229,439	6,952,917	2,773,778	173,774,639	9.99%	1,753
2020	68,545,774	38,505,000	-	9,611,526	7,071,214	30,845,000	1,616,554	9,431,552	1,769,228	167,395,848	8.12%	1,646
2021	103,410,540	37,685,000	-	8,983,683	5,636,861	39,015,000	1,000,000	7,672,311	10,154,460	213,557,855	10.51%	2,130
2022	99,319,117	36,830,000	-	8,402,574	14,539,210	36,530,000	1,000,000	22,637,867	9,550,883	228,809,651	10.38%	2,194
2023	94,921,037	35,925,000	-	7,675,436	11,629,909	77,955,000	-	18,628,461	8,853,967	255,588,810	7.22%	2,422
2024	90,330,004	34,980,000	7,257,022	6,748,753	8,735,777	74,415,000	-	15,053,491	8,120,000	245,640,047	3.94%	2,279

Note: Details regarding the city's outstanding debt can be found in the notes to the financial statements.

(1) Source: Edinburg Economic Development Corporation.

(2) Included is a reimbursement obligation payable to a developer as part of development agreements in the City's tax increment reinvestments zones. The obligation is payable solely from tax increments collected from the applicable tax increment reinvestment zone.

CITY OF EDINBURG, TEXAS
RATIO OF GENERAL BONDED DEBT OUTSTANDING
Last Ten Fiscal Years
(Unaudited)

Fiscal Year	General Obligation Bonds	Less: Amounts Available in Debt Service Fund	Total	Percentage of Estimated Actual Taxable Value of Property (1)	Per Capita (2)
2015	41,877,467	1,266,202	40,611,265	1.00%	453
2016	43,946,550	980,835	42,965,715	1.00%	468
2017	41,565,179	1,433,185	40,131,994	0.89%	426
2018	48,975,612	1,457,766	47,517,846	0.97%	492
2019	76,754,296	2,446,951	74,307,345	1.46%	749
2020	68,545,774	1,533,935	67,011,839	1.27%	659
2021	103,410,540	295,517	103,115,023	1.79%	1029
2022	99,319,117	362,932	98,956,185	1.57%	949
2023	94,921,037	704,819	94,216,218	1.33%	893
2024	90,330,004	875,912	89,454,092	1.19%	830

Note: Details regarding the city's outstanding debt can be found in the notes to the financial statements. In addition, amounts listed under general obligation bonds do not include the portion of these bonds that are being serviced in proprietary funds.

(1) Please see the Schedule of Assessed Value and Estimated Actual Value of Taxable Property for property value data.

(2) Population data can be found in the Schedule of Demographic and Economic Statistics.

CITY OF EDINBURG, TEXAS
COMPUTATION OF LEGAL DEBT MARGIN
(Unaudited)

Assessed valuation 2023 tax roll for fiscal year 2024	\$ 8,861,756,273
Debt limit - Texas statutes do not prescribe a debt limit; however, by custom a practical economic debt limit of 5% of the assessed valuation is used.	5%
	443,087,814
Total bonded debt	94,921,037
Deduct amount available in debt service fund	875,912
Applicable debt	94,045,125
Economic debt margin	\$ 349,042,689

CITY OF EDINBURG, TEXAS
PLEDGED REVENUE COVERAGE
Last Ten Fiscal Years
(Unaudited)

Fiscal Year	Revenue Bonds					
	Charges and Other (1)	Less:	Net	Debt Service		Coverage
		Operating Expenses (2)	Available Revenue	Principal	Interest	
2015	16,101,150	10,264,246	5,836,904	2,080,000	1,159,740	1.80
2016	19,575,465	10,434,304	9,141,161	2,451,090	1,369,999	2.39
2017	19,201,875	11,344,996	7,856,879	2,167,270	1,493,117	2.15
2018	19,068,805	11,214,940	7,853,865	2,579,521	1,013,052	2.19
2019	19,073,410	11,012,350	8,061,060	2,627,874	1,061,968	2.18
2020	19,676,606	13,993,352	5,683,254	2,375,000	951,837	1.71
2021	20,897,131	14,920,678	5,976,453	2,450,000	879,284	1.80
2022	20,868,810	15,417,878	5,450,932	2,485,000	1,189,840	1.48
2023	22,837,966	17,320,729	5,517,237	2,660,000	1,030,140	1.50
2024	24,798,073	16,347,000	8,451,073	3,540,000	1,543,995	1.66

- (1) Total operating revenues including interest earned on funds created by the bond ordinance.
(2) Total operating expenses excluding depreciation.
(3) Revenue bonds only. Amounts do not include the general obligation bonds reported in the Utility Fund or debt defeasance transactions.
(4) Per first lien revenue bond covenants, the required coverage is 1.45.

CITY OF EDINBURG, TEXAS
DEMOGRAPHIC AND ECONOMIC STATISTICS
Last Ten Fiscal Years
(Unaudited)

Fiscal Year	Population (1)	MSA(2) Per Capita Personal Income	Median Age (1)	Unemployment Rate (2)
2015	89,596	17,029	27.70	5.10%
2016	91,893	18,370	28.80	5.90%
2017	94,249	19,046	29.10	5.60%
2018	96,666	19,641	29.40	4.70%
2019	99,144	17,542	29.60	4.50%
2020	101,687	20,271	28.80	9.80%
2021	100,243	20,271	29.10	7.61%
2022	104,294	21,137	29.80	4.60%
2023	105,543	33,525	29.90	4.70%
2024	106,667	57,789	29.90	4.80%

(1) Estimated (information was received from the 2020 US Census)

(2) Source: Texas LMI Tracer-Labor Market

**CITY OF EDINBURG, TEXAS
PRINCIPAL EMPLOYERS
(Unaudited)**

	<u>2024(1)</u>		<u>2015(1)</u>	
<u>Employer</u>	<u>Employees</u>	<u>Rank</u>	<u>Employees</u>	<u>Rank</u>
Doctor's Hospital at Renaissance	6,146	1	3,400	3
University of Texas Rio Grande Valley-UTRGV	4,721	2	4,000	2
Edinburg CISD	4,698	3	4,682	1
U.S. Customs & Border Patrol	3,688	4	1,609	6
Hidalgo County	3,614	5	3,030	4
South Texas Health System	3,377	6		
City of Edinburg	1,566	7	800	9
Maximus	1,400	8		
Region One	1,632	9		
Tropical Texas MHMR	1,092	10	586	10
Edinburg Regional Medical Center			2,000	5
Wal-Mart (University Dr/Sugar/Canton)			880	7
Teleperformance			860	8
Total	<u>31,934</u>		<u>21,847</u>	

(1) Source: Edinburg Economic Development Corporation

CITY OF EDINBURG, TEXAS
FULL-TIME EQUIVALENT CITY GOVERNMENT EMPLOYEES
BY FUNCTION
Last Three Fiscal Years
(Unaudited)

	Fiscal Year 2022	Fiscal Year 2023	Fiscal Year 2024
General Government			
Mayor and City Council	5	5	5
City Manager	10	9	9
Municipal Court	17.5	17.5	17.5
Legal	2	1	1
City Secretary	9	9	9
Communications and Media	12	12	12
Information Technology	20	20	20
Public Works	6	6	6
Finance	29	29	29
Human Resources	13	13	13
Grants Administration	6	6	6
Planning and Zoning	10	12	12
Public Safety			
Police	260	269	263
Fire	78	78	78
Fire Prevention	9	9	9
Highway and Streets			
Engineering	14.5	18	18
Streets	47	47	47
Health and Welfare			
Building Maintenance	37.5	38	38
Building Safety	38	21	21
Health and Code	0	17	22
Culture and Recreation			
R.O.W.	41	41	41
Library	36	36	36
Recreation	179	179	179
World Birding Center	13.5	13.5	13.5
Parks	59	59	59
GENERAL FUND TOTAL	952	965	964
Utilities/Admin.	9	5	5
Water Plant	22	22	22
Wastewater Plant	39	38	38
Systems	49	51	51
UTILITY FUND TOTAL	119	116	116
C.D.B.G.	1	1	1
C.D.B.G. TOTAL	1	1	1
Aviation	10	10	10
Ebony Golf Course	7	7.5	7.5
Solid Waste Management	124	124	124
Los Lagos Golf Course	29	29	29
Boys and Girls Club Fund	29.5	29	29
OTHER FUNDS TOTAL	199.5	199.5	199.5
GRAND TOTAL	1271.5	1281.5	1280.5

Source: City of Edinburg Finance Department

CITY OF EDINBURG, TEXAS
OPERATING INDICATORS BY FUNCTION
(Unaudited)

Function	<u>2023</u>	<u>2024</u>
Public Safety- Police		
Physical Arrests	2,890	3,328
Parking Violations	281	198
Traffic Violations	28,098	33,657
Public Safety- Fire		
Number of Calls Answered	3,050	2,941
Inspections	4,282	2,569
Highways and Streets		
Streets Resurfacing (miles)	18.5	19.3
Traffic Signs Repaired	1,558	1,279
Solid Waste Services		
Refuse Collected-Residential Accts/Weekly	26,749	23,764
Refuse Collected-Commercial Accts/Weekly	4,633	4,078
Material Recycled - Tons	851	1,024
Golf Course Services		
Golf Course		
Rounds-9 Hole	11,664	13,821
Rounds-18-Hole	34,415	34,049
Culture and Recreation		
Programs	140	141
Parks Maintained	26	26
Water		
New Connections	697	940
Water Mains Breaks	211	265
Average Daily Consumption (millions of gallons)	13.148	13,443.000
Wastewater		
Average Daily Sewage Treatment (millions of gallons)	9.400	9.440

Sources: Various City Departments

Note: Indicators are not available for the general government function and airport services.

CITY OF EDINBURG, TEXAS
CAPITAL ASSETS STATISTICS BY FUNCTION
(Unaudited)

Miles of Streets:

Paved	505.60
Graded	0.7
State Highways	48.53

Miles of Sewers:

Storm	195.54
Storm Drainage Ditches	20.19

Building Permits:

Permits Issued	2,153
Estimated Value	\$ 318,518,352

Fire Protection:

Number of Stations	5
Number of Firemen (Volunteers)	32
Fire Training Filed	1

Police Protection:

Number of Stations	1
Number of Policemen	194

Recreation:

	<u>Number</u>	<u>Acres</u>
Parks	23	333.3
Number of Picnic Areas	161	0
Number of Municipal Swimming Pools	2	2,294 sq. yds.
Number of Playgrounds	34	0
9 Hole Golf Course	1	65
18 Hole Championship Golf Course	1	162
Community Centers	2	0
Tennis Courts	3	0
Baseball Fields	17	0
Soccer Fields	8	0

Source: Various City Departments



Cascos & Associates, PC

Certified Public Accountants

Audit/Accounting/Tax/Consulting

**INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER
FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS
BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED
IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS**

To the Honorable Mayor and Members
Of the City Commission
City of Edinburg, Texas

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information of the City of Edinburg, Texas (the "City"), as of and for the year ended September 30, 2024, and the related notes to the financial statements, which collectively comprise the City's basic financial statements, and have issued our report thereon dated March 31, 2025.

Report on Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered the City's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, we do not express an opinion on the effectiveness of the City's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements, on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies and therefore, material weaknesses or significant deficiencies may exist that were not identified. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. We identified certain deficiencies in internal control, described in the accompanying schedule of findings and questioned costs as items 2024-001 – 2024-002 that we consider to be significant deficiencies.

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether the City's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards* and which are described in the accompanying schedule of findings and questioned costs as item 2024-001 – 2024-002.



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City's Response to Findings

Government Auditing Standards requires the auditor to perform limited procedures on the City's response to the findings identified in our audit and described in the accompanying schedule of findings and questioned costs. The City's response was not subjected to the other auditing procedures applied in the audit of the financial statements and, accordingly, we express no opinion on the response.

Purpose of This Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

A handwritten signature in blue ink that reads "Cascos & Associates, PC". The signature is written in a cursive, flowing style.

Cascos & Associates, PC
Brownsville, Texas
March 31, 2025



Cascos & Associates, PC

Certified Public Accountants
Audit/Accounting/Tax/Consulting

INDEPENDENT AUDITORS' REPORT ON COMPLIANCE FOR EACH MAJOR PROGRAM AND ON INTERNAL CONTROL OVER COMPLIANCE REQUIRED BY THE UNIFORM GUIDANCE

To the Honorable Mayor and Members
of the City Commission
City of Edinburg, Texas

Report on Compliance for Each Major Federal Program

Opinion on Each Major Federal Program

We have audited the City of Edinburg, Texas (the "City")'s, compliance with the types of compliance requirements identified as subject to audit in the OMB *Compliance Supplement* that could have a direct and material effect on each of the City's major federal programs for the year ended September 30, 2024. The City's major federal programs are identified in the summary of auditors' results section of the accompanying schedule of findings and questioned costs.

In our opinion, the City complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended September 30, 2024.

Basis for Opinion on Each Major Federal Program

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Our responsibilities under those standards and the Uniform Guidance are further described in the Auditors' Responsibilities for the Audit of Compliance section of our report.

We are required to be independent of the City and to meet our other ethical responsibilities, in accordance with relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion on compliance for each major federal program. Our audit does not provide a legal determination of the City's compliance with the compliance requirements referred to above.

Responsibilities of Management for Compliance

Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of laws, statutes, regulations, rules, and provisions of contracts or grant agreements applicable to the City's federal programs.

Auditors' Responsibilities for the Audit of Compliance

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on the City's compliance based on our audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards, *Government Auditing Standards*, and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the City's compliance with the requirements of each major federal program as a whole.

In performing an audit in accordance with generally accepted auditing standards, *Government Auditing Standards*, and the Uniform Guidance, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the City's compliance with the compliance requirements referred to above and performing such other procedures as we considered necessary in the circumstances.
- Obtain an understanding of the City's internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identified during the audit.

Other Matters

The results of our auditing procedures disclosed instances of noncompliance which are required to be reported in accordance with the Uniform Guidance and which are described in the accompanying schedule of findings and questioned costs as item 2024-003. Our opinion on each major federal program is not modified with respect to these matters.

Government Auditing Standards requires the auditor to perform limited procedures on the City's response to the noncompliance findings identified in our compliance audit described in the accompanying schedule of findings and questioned costs. City's response was not subjected to the other auditing procedures applied in the audit of compliance and, accordingly, we express no opinion on the response.

Report on Internal Control over Compliance

Our consideration of internal control over compliance was for the limited purpose described in the Auditors' Responsibilities for the Audit of Compliance section above and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies in internal control over compliance and therefore, material weaknesses or significant deficiencies may exist that were not identified. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, as discussed below, we did identify certain deficiencies in internal control over compliance that we consider to be significant deficiencies.

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance. We consider the deficiency in internal control over compliance described in the accompanying schedule of findings and questioned costs as item 2024-003 to be a significant deficiency.

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

Government Auditing Standards requires the auditor to perform limited procedures on the City's response to the internal control over compliance findings identified in our compliance audit described in the accompanying schedule of findings and questioned costs. The City's response was not subjected to the other auditing procedures applied in the audit of compliance and, accordingly, we express no opinion on the response.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.



Cascos & Associates, PC
Brownsville, Texas
March 31, 2025

City of Edinburg, Texas
Schedule of Expenditures of Federal Awards
For the Year Ended September 30, 2024

(1) Federal Grantor/ Pass-Through Grantor/ Program or Cluster Title	(2) Federal Assistance Listing Number	(3) Pass-Through Entity Identifying Number	(4) Provided to Subrecipients	(5) Federal Expenditures
U.S. Department of Housing and Urban Development				
<u>Direct Programs</u>				
CDBG-Entitlement Grants Cluster				
Community Development Block Grants/Entitlement Grants	14.218	B-21-MC-48-0503	\$ -	\$ 110,978
Community Development Block Grants/Entitlement Grants	14.218	B-22-MC-480503	-	141,712
Community Development Block Grants/Entitlement Grants	14.218	B-23-MC-480503	56,870	892,514
COVID-19 Community Development Block Grants/Entitlement Grants	14.218	B-20-MW-48-0503	-	98,574
Program Revenue	14.218	N/A	-	94,877
Total			56,870	1,338,655
Total U.S. Department of Housing and Urban Development			56,870	1,338,655
U.S. Department of Justice				
<u>Direct Programs</u>				
Public Safety Partnership and Community Policing Grants	16.710	15JCOPS-21-GG-03411-UHPX	-	317,877
Public Safety Partnership and Community Policing Grants	16.710	15JCOPS-22-GG-03453-UHPX	-	283,713
Equitable Sharing Program	16.922	N/A	-	459,799
Total			-	1,061,389
<u>Passed Through Texas Office of the Governor – Criminal Justice Division</u>				
Victims of Crime Act Formula Grant Program	16.575	15POVC-22-GG-00807-ASSI	-	59,700
Violence Against Women Formula Grants	16.588	15JOVW-21-GG-00566-STOP	-	10,098
Edward Byrne Memorial Justice Assistance Grant Program	16.738	15PBJA-22-GG-00618-JAGX	-	51,445
Edward Byrne Memorial Justice Assistance Grant Program	16.738	15PBJA-23-GG-03815-JAGX	-	26,632
Total Passed Through Texas Office of the Governor – Criminal Justice Division			-	147,875
Total U.S. Department of Justice			-	1,209,264
U.S. Department of Transportation				
<u>Direct Programs</u>				
Highway Planning and Construction	20.205	0921-02-392	-	19,350
Total			-	19,350
<u>Passed Through Texas Department of Transportation</u>				
State and Community Highway Safety Grant Program	20.600	2024-EdinbuPD-S-1YG-00078	-	36,827
State and Community Highway Safety Grant Program	20.600	EMW-2021-FP-00031	-	11,663
Total Passed Through Texas Department of Transportation			-	48,490
<u>Passed Through National Priority Safety Program</u>				
State and Community Highway Safety Grant Program	20.615	2024-EdinbuPD-IDM-00032	-	74,997
Total Passed Through National Priority Safety Program			-	74,997
Total U.S. Department of Transportation			-	142,837
United States Department of the Treasury				
<u>Direct Programs</u>				
COVID 19 Coronavirus State and Local Fiscal Recovery Funds	21.027	N/A	-	8,247,647
Total			-	8,247,647
Total United States Department of the Treasury			-	8,247,647
U.S. Department of Homeland Security				
<u>Passed Through the Texas Division of Emergency Management (TDEM)</u>				
Hazard Mitigation Grant Program	97.039	DR-4586-0053	-	42,355
Total Passed Through the Texas Division of Emergency Management (TDEM)			-	42,355
<u>Direct Programs</u>				
Fire Prevention and Safety Grant Program	97.044	EMW-2021-FP-00078	-	23,733
Staffing for Adequate Fire and Emergency Response (SAFER) Grant Program	97.083	EMW-2022-FF-01945	-	163,681
Total			-	187,414
<u>Passed Through the Texas Office of the Governor</u>				
Homeland Security Grant Program	97.067	EMW-2023-SS-00025	-	108,093
Homeland Security Grant Program	97.067	EMW-2022-SS-00021	-	298,470
Total Passed Through the Texas Office of the Governor			-	406,563
Total U.S. Department of Homeland Security			-	636,332
Total Expenditures of Federal Awards			\$ 56,870	\$ 11,574,735

See accompanying notes to the schedule of expenditures of federal awards.

**CITY OF EDINBURG, TEXAS
NOTES TO THE SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
FOR THE YEAR ENDED SEPTEMBER 30, 2024**

1. BASIS OF ACCOUNTING AND PRESENTATION

The Schedule of Expenditures of Federal Awards presents the activity of all applicable federal award programs of the City of Edinburg, Texas (the "City") for the year ended September 30, 2024. The accompanying schedule of expenditures of federal awards includes the federal grant activity of the City and is presented on the modified accrual basis of accounting. The information in this schedule is presented in accordance with the requirements of the Uniform Guidance. Therefore, some amounts presented in this schedule may differ from amounts presented in, or used in the preparation of the basic financial statements. Because this schedule presents only a selected portion of the operations of the City of Edinburg, it is not intended to and does not present the financial position, changes in net position, or cash flows of the City of Edinburg.

2. INDIRECT COST RATE

The City has elected to use the 10% de minimis indirect cost rate. No grants received by the City for the year ended September 30, 2024 were provided for reimbursement of indirect costs.

3. PROGRAM COSTS/MATCHING CONTRIBUTIONS

The amounts shown as current year expenses represent only the federal grant portion of the program costs. Entire program costs, including the City's portion, may be more than shown.

4. FEDERAL LOANS AND LOAN GUARANTEES

During the year ended September 30, 2024, the City had no outstanding federal loans payable or loan guarantees.

5. NONCASH AWARDS

During the year ended September 30, 2024, the City received 200 5-gallon trees, a noncash assistance, with an estimated cash value of \$4,000, from the Apache Corporation Tree Grant Program.

6. FEDERALLY FUNDED INSURANCE

During the year ended September 30, 2024, the City did not have insurance that was federally funded.

7. PROGRAM INCOME

Community Development Block Grants, CDFA 14.218, reported program income in the amount of \$94,877 for the year ended September 30, 2024.

CITY OF EDINBURG, TEXAS
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
FOR THE YEAR ENDED SEPTEMBER 30, 2024

I. Summary of the Auditors' Results

Financial Statements

Type of auditors' report issued in accordance with GAAP:	Unmodified
Internal control over financial reporting:	
Material weakness(es) identified:	None
Significant deficiencies identified that are not considered to be material weaknesses:	2024-001 – 2024-002
Noncompliance material to the financial statements noted?	Yes

Federal Awards

Internal control over major programs:	
Material weakness(es) identified:	None
Significant deficiencies identified that are not considered to be material weaknesses:	2024-003
Type of auditors' report on compliance with major programs:	Unmodified
Any audit findings which are required to be reported in accordance with 2 CFR 200.516(a)?	Yes
Major programs are as follows:	
<u>Assistance Listing Number:</u>	<u>Name of Federal Program or Cluster:</u>
21.027	COVID-19 - Coronavirus State and Local Fiscal Recovery Fund
Dollar threshold used to distinguish between Type A and Type B programs:	\$750,000
Auditee qualified as a low-risk auditee:	No

CITY OF EDINBURG, TEXAS
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
FOR THE YEAR ENDED SEPTEMBER 30, 2024

II. Financial Statement Findings

Finding 2024-001

Fiscal Year-End Closing Process

Criteria and Condition: The fiscal year-end closing process should be completed within a reasonable time after the end of the fiscal year, ideally no later than 2 months after the end of the entity's fiscal year. An auditable trial balance was not provided to us to begin our audit until February 14, 2025, or approximately 4 months after the entity's fiscal year end. Additionally, the trial balance required a significant number of adjustments. A total of 105 adjustments were posted by management to the initial trial balance provided for audit. With the latest adjustment being provided on March 21, 2025. Finally, the City does not have a formal policy for financial closing.

Cause and Effect: The City of Edinburg finance department experienced turnover which caused delays in the year-end closing process. Additionally, the City does not have a financial closing policy in place. Significant delays in the year-end closing process may be indicative of weaknesses in internal control and results in untimely financial reporting, including the completion of the audit.

Questioned Costs: \$0

Repeat Finding From
Prior Year(s): Yes.

Recommendation: We recommend management evaluate the year-end closing process to ensure adequate controls are in place for timely completion.

Management's views: Management agrees with the finding. See corrective action plan on page 165.

CITY OF EDINBURG, TEXAS
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
FOR THE YEAR ENDED SEPTEMBER 30, 2024

Finding 2024-002

Cash – Outstanding Checks in Bank Accounts

Criteria and Condition: As part of the monthly preparation and review of bank reconciliations, the City should review and investigate old outstanding checks that remain uncleared for long periods of time and dispose of such balances by either contacting the recipients and re-issuing their checks or escheat the funds to the State as unclaimed property. We noted 434 checks in the Pooled Cash Operating Account totaling \$27,106 that have remained outstanding for more than three years.

Cause and Effect: Checks outstanding greater than three years were not reviewed for follow-up. Not taking steps periodically to dispose of long outstanding checks will result in the amount of outstanding checks continuing to increase.

Questioned Costs: \$0

Repeat Finding From Prior Year(s): Yes.

Recommendation: We recommend that controls be strengthened by including a step in the bank reconciliation review process for reviewing old outstanding checks and taking steps to dispose of those items whether by re-issuing checks to recipients or escheating the funds to the State as unclaimed property. We recommend this process be conducted annually.

Management's views: Management agrees with the finding. See corrective action plan on page 167.

**CITY OF EDINBURG, TEXAS
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
FOR THE YEAR ENDED SEPTEMBER 30, 2024**

III. Federal Award Findings and Questioned Costs

Finding 2024-003

Performance Reporting

**Federal Program: Coronavirus State and Local Fiscal Recovery Funds
ALN 21.027**

Federal Agency: U.S. Department of Treasury

Federal Award Year: 2021

Type of Finding: Significant Deficiency in Internal Control over Compliance and Noncompliance

Criteria:

The American Rescue Plan Act (ARPA) was signed into law and established the Coronavirus State Fiscal Recovery Fund and Coronavirus Local Fiscal Recovery Fund, which together make up the Coronavirus State and Local Fiscal Recovery Funds ("SLFRF") program. Per review of the Compliance and Reporting Guidance for the SLFRF program, metropolitan cities with a population below 250,000 residents that are allocated less than \$10 million in SLFRF funding are required to submit a quarterly Project and Expenditure Report.

Condition:

During our review of the federal program, we noted that the City submitted the Quarter 4 (2023) report late.

Cause:

The City lacks internal controls over the reporting deadlines for the program.

Effect:

Without proper internal controls, the City cannot prevent or detect reporting deadlines. Failure to submit the Project and Expenditure Report timely may lead to noncompliance with federal requirements.

Questioned Costs:

\$0

Recommendation:

We recommend the City adhere to the Compliance and Reporting Guidance for the SLFRF program and establish internal controls to ensure the City submits required reports when they are due.

Management's views:

Management agrees with the finding. See corrective action plan on page 169.



**CITY OF EDINBURG, TEXAS
CORRECTIVE ACTION PLAN
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024**

Section I – Financial Statement Findings

Reference Number 2024-001	Fiscal Year-End Closing Process
Recommendation:	We recommend management evaluate the year-end closing process to ensure adequate controls are in place for timely completion.
Views of Responsible Officials:	Management will evaluate the year-end closing process to ensure adequate controls are in place for timely completion. Management will continue to provide resources for year-end training.
Proposed Completion Date:	Immediately
Contact Person:	Ascencion Alonzo, Director of Finance, City of Edinburg

Reference Number 2024-002	Cash – Outstanding Checks in Bank Accounts
Recommendation:	We recommend controls be strengthened by including a step in the bank reconciliation review process for reviewing old outstanding checks and taking steps to dispose of those items whether by re-issuing checks to recipients or escheating the funds to the State as unclaimed property. We recommend this process be conducted annually.
Views of Responsible Officials:	Staff will review the bank reconciliation process for all outstanding checks. Necessary steps to dispose of those items, either by re-issuing checks to recipients or by escheating the funds to the State as unclaimed property, will be performed at least annually.
Proposed Completion Date:	Immediately
Contact Person:	Ascencion Alonzo, Director of Finance, City of Edinburg

CITY OF EDINBURG, TEXAS
CORRECTIVE ACTION PLAN
FOR THE FISCAL YEAR ENDED SEPTEBER 30, 2024

Section III – Federal Awards Findings

Reference Number 2024-003	Coronavirus State & Local Fiscal Recovery Fund - Compliance
Recommendation:	We recommend that the City adhere to the Compliance and Reporting Guidance for the SLFRF program and establish internal controls to ensure the City submits required reports when they are due.
Views of Responsible Officials:	The City has changed the process to submit their Quarterly reports. Reports are reviewed by the Grants Administration Department and Finance Department before they are submitted. The Finance Department has implemented procedures to ensure that all reports are processed and submitted timely.
Proposed Completion Date:	Fiscal Year 2024-2025
Contact Person:	Ascencion Alonzo, Director of Finance, City of Edinburg

CITY OF EDINBURG, TEXAS
SUMMARY SCHEDULE OF PRIOR YEAR FINDINGS
FOR THE YEAR ENDED SEPTEMBER 30, 2024

I. Reference Number Financial Statement Findings

Finding 2023-001 *Fiscal Year-End Closing Process*

Criteria and Condition: The fiscal year-end closing process should be completed within a reasonable time after the end of the fiscal year, ideally no later than 2 months after the end of the entity's fiscal year. An auditable trial balance was not provided to us to begin our audit until March 7, 2024, or approximately 5 months after the entity's fiscal year end. Additionally, the trial balance required a significant number of adjustments. A total of 160 adjustments were posted by management to the initial trial balance provided for audit. With the latest adjustment being provided on April 29, 2024. Finally, the City does not have a formal policy for financial closing.

Current Year Status: Item was not corrected. See finding 2024-001.

Finding 2023-002 *Disaster Recovery Plan*

Criteria and Condition: A disaster recovery plan is critical as it provides a framework for establishing efficient and effective restoration of systems and mitigates the risk of data loss in the event of system disruption or disaster. Our evaluation of the City of Edinburg's internal control system revealed the absence of a well-defined and documented disaster recovery plan. The lack of a disaster recovery plan violates widely recognized business practices.

Current Year Status: Item was corrected.

Finding 2023-003 *Public Funds Investment Act - Compliance*

Criteria and Condition: Cities must comply with Government Code 2256, also known as the Public Funds Investment Act (PFIA). Among other requirements, the PFIA requires the following:

Sec 2256.023 requires that not less than quarterly the investment officer prepare and submit to the governing body of the entity a written report of investment transactions for all funds covered by the PFIA. The PFIA outlines the information required to be included in the quarterly reports.

Sec 2256.008 requires the attendance of at least one training session from an independent source approved by the governing body of the local government or a designated investment committee advising the investment officer as provided for in the investment policy of the local government and containing at least 10 hours of instruction relating to the treasurer's or officer's responsibilities under this subchapter within 12 months after taking office or assuming duties.

CITY OF EDINBURG, TEXAS
SUMMARY SCHEDULE OF PRIOR YEAR FINDINGS
FOR THE YEAR ENDED SEPTEMBER 30, 2024

Finding 2023-003

Public Funds Investment Act - Compliance (Continued)

Our evaluation of the City of Edinburg investment policy for compliance with the Public Funds Investment Act (PFIA) revealed non-compliance with the requirements noted above. The absence of one Quarterly Investment report (Quarter 1) being presented to the City Council for review and approval. Additionally, reports are not presented to the Board timely. Second, the investment officer training was not completed by one investment officer within 12 months of assuming responsibilities.

Current Year Status:

Item was corrected.

Finding 2023-004

Authorized Signers – Fiscal Agent Cash and Long Term Debt

Criteria and Condition:

The City should maintain records of who the authorized signers are for the City's accounts. Only authorized personnel should have access to sensitive financial information and accounts. We noted the City was unable to identify current signers for fiscal agent cash and bond accounts.

Current Year Status:

Item was corrected.

Finding 2023-005

Cash – Outstanding Checks in Bank Accounts

Criteria and Condition:

As part of the monthly preparation and review of bank reconciliations, the City should review and investigate old outstanding checks that remain uncleared for long periods of time and dispose of such balances by either contacting the recipients and re-issuing their checks or escheat the funds to the State as unclaimed property. We noted 1,425 checks in the Pooled Cash Operating Account totaling \$90,015 that have remained outstanding for more than one year.

Current Year Status:

Item was not corrected. See finding 2024-002.

Finding 2023-006

Capital Assets – Depreciation Schedules

Criteria and Condition:

Capital asset depreciation schedules should include all relevant details about each asset to ensure a complete and accurate schedule. Details should include but not be limited to the asset number, the in-service date, depreciation method, depreciation expense, etc. This ensures each asset is identifiable and balances on the schedule are verifiable. We noted the City's capital asset depreciation schedules did not include an in-service date. Additionally, five assets in the Governmental funds, two assets in the Component Unit Boys & Girls Club funds, and one asset in the Enterprise funds were noted to be depreciated using a useful life not aligned with the City's policy as outlined in the ACFR note disclosures.

Current Year Status:

Item was corrected.

CITY OF EDINBURG, TEXAS
SUMMARY SCHEDULE OF PRIOR YEAR FINDINGS
FOR THE YEAR ENDED SEPTEMBER 30, 2024

Finding 2023-007 ***Cash – Depository Agreement***

Criteria and Condition: Per the City’s investment policy, all demand deposits and all time deposits should be collateralized. During our review of pledged securities, we noted the City has no depository agreement in place with Plains Capital Bank or Greater Texas Federal Credit Union.

Current Year Status: Item was corrected.

II. Reference Number Federal Award Findings

Finding 2023-008 ***Performance Reporting***

Federal Program: American Relief Plan Act (ARPA) ALN 21.027
Federal Agency: U.S. Department of Treasury
Federal Award Year: 2021
Type of Finding: Significant Deficiency in Internal Control over Compliance and Noncompliance

Criteria and Condition: The Coronavirus State and Local Fiscal Recovery Funds (CSLFRF) performance reporting compliance requirement states that recipients must submit quarterly performance reports. The Quarterly Project and Expenditure report (Quarter 4) was not submitted by the required deadline.

Current Years Status: Item was not corrected. See finding 2024-003.



CITY OF EDINBURG - CITY COUNCIL

Meeting Date: April 1, 2025

PRESENTATIONS AND REPORTS

Agenda Item No: 7.C.

Annual Comprehensive Financial Report for the Edinburg Economic Development Corporation

1. **Agenda Item:**

Presentation of the Annual Comprehensive Financial Report for the Edinburg Economic Development Corporation for Fiscal Year Ending September 30, 2024. [Raudel Garza, Edinburg EDC Executive Director]

2. **Description:**

Cascos & Associates, PC conducted the audit and reviewed the EEDC's Annual Financial Report for the year ended September 30, 2024. Cascos & Associates, PC staff will be available for any questions.

3. **Staff's Recommendation:**

Staff recommends acceptance of the Audit Financial Report for Fiscal Year 2023-2024. The Edinburg EDC Board of Directors accepted the audit report at the March 25, 2025 Regular Board Meeting.

Reviewed by:

Raudel Garza, Edinburg Economic Development Corporation Executive Director
Nelda Ramirez, Assistant City Manager

Prepared by:

Attachments:

A. Edinburg EDC Audit Report - September 30, 2024

ANNUAL FINANCIAL REPORT

2023-2024



EDINBURG ECONOMIC DEVELOPMENT CORPORATION
ANNUAL FINANCIAL REPORT
FOR THE YEAR ENDED SEPTEMBER 30, 2024

EDINBURG ECONOMIC DEVELOPMENT CORPORATION
ANNUAL FINANCIAL REPORT
FOR THE YEAR ENDED SEPTEMBER 30, 2024

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Cascos & Associates, PC

Certified Public Accountants
Audit/Accounting/Tax/Consulting

INDEPENDENT AUDITORS' REPORT

To the Board of Directors of the
Edinburg Economic Development Corporation
Edinburg, Texas

Report on the Audit of the Financial Statements

Opinions

We have audited the accompanying financial statements of the governmental activities and each major fund of the Edinburg Economic Development Corporation (the "EEDC"), a component unit of the City of Edinburg, Texas as of and for the year ended September 30, 2024, and the related notes to the financial statements, which collectively comprise the EEDC's basic financial statements as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities and each major fund of the EEDC, as of September 30, 2024, and the respective changes in financial position for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the EEDC and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Emphasis of Matter

As discussed in Note III to the financial statements, the EEDC has notes receivable totaling \$13,640,003 due from Santana Textiles, LLC. Santana Textiles, LLC has ceased operations and has not complied with the loan repayment terms as outlined in the note agreements. Accordingly, Santana Textiles, LLC is in default with the terms of the note agreements. Management has evaluated the facts and circumstances associated with these notes, including the EEDC's status as a second lien holder and the market values of property and equipment. Management expects to substantially recover the balances due from Santana Textiles, LLC. Any changes in management's estimates associated with these notes may have a material effect on the EEDC's financial statements. Our opinion is not modified with this matter.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the EEDC's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditors' Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the EEDC's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis and budgetary comparison information, and pension and other post-employment benefits be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated March 25, 2025, on our consideration of the EEDC's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the EEDC's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering EEDC's internal control over financial reporting and compliance.

Cascos & Associates, PC

Cascos & Associates, PC
Brownsville, Texas
March 25, 2025

EDINBURG ECONOMIC DEVELOPMENT CORPORATION
MANAGEMENT'S DISCUSSION AND ANALYSIS
For the Year Ended September 30, 2024

In this section of the Annual Financial Report, we, the managers of Edinburg Economic Development Corporation (EEDC), discuss and analyze the EEDC's financial performance for the fiscal year ended September 30, 2024. We encourage readers to consider the information presented here in conjunction with the independent auditors' report on page 1, and the EEDC's Basic Financial Statements and related disclosures, which begin on page 11.

FINANCIAL HIGHLIGHTS

General Fund

- At fiscal year-end, total fund balance for the General Fund was \$40,870,958.
- General Fund revenues were \$10,957,274 and General Fund expenses were \$8,228,858.

Government-Wide

- EEDC's governmental activities reported program expenses of \$17,821,576. General revenues totaled to \$11,182,396, resulting in a decrease in net position of \$6,637,690.
- At year end, EEDC's governmental activities reported combined total net position of \$16,961,258.

USING THIS ANNUAL REPORT

This annual report consists of a series of financial statements. The government-wide financial statements include the Statement of Net Position and the Statement of Activities on pages 10 and 11. These statements provide information about the activities of the EEDC as a whole and present a longer-term view of EEDC's property and debt obligations and other financial matters. They reflect the flow of total economic resources in a manner like the financial reports of a business enterprise.

Fund financial statements, starting on page 12, report the EEDC's operations in more detail than the government-wide statements by providing information about the EEDC's most significant funds. For governmental funds, these statements tell how services were financed in the short-term, as well as, what resources remain for future spending. They reflect the flow of current financial resources and the appropriations budget.

The notes to the financial statements starting on page 16 provide narrative explanations or additional data needed for full disclosure in the government-wide statements and fund financial statements.

OVERVIEW OF THE FINANCIAL STATEMENTS

This discussion and analysis are intended to serve as an introduction to EEDC's basic financial statements. EEDC's basic financial statements comprise three components: 1) government-wide financial statements, 2) fund financial statements, and 3) notes to the financial statements. This report also contains other supplementary information in addition to the basic financial statements themselves.

EDINBURG ECONOMIC DEVELOPMENT CORPORATION
MANAGEMENT'S DISCUSSION AND ANALYSIS
For the Year Ended September 30, 2024

Government-Wide Financial Statements

The analysis of the EEDC's overall financial condition and operations begins on page 10. Its primary purpose is to show whether the EEDC is better off or worse off as a result of the year's activities. The Statement of Net Position includes all the EEDC's assets, liabilities and outflow of resources at the end of the year while the Statement of Activities includes all the revenues and expenses generated by EEDC's operations during the year. These apply the accrual basis of accounting which is the basis used by private sector companies.

All the current year's revenues and expenses are recognized regardless of when cash is received or paid. The EEDC's revenues are divided into those provided by outside parties who share the costs of some programs. All the EEDC's assets are reported whether they serve the current year or future years. Liabilities are considered regardless of whether they must be paid in the current or future years.

These two statements report the EEDC's net position and changes in them. The EEDC's net position (the difference between assets and deferred outflows of resources and liabilities and deferred inflows of resources) provide one measure of the EEDC's financial health or financial position. Over time, increases or decreases in the EEDC's net position are one indicator of whether its financial health is improving or deteriorating. To fully assess the overall health of the EEDC, however, you should consider non-financial factors as well, such as changes in the EEDC's sales taxes due to the economy and the condition of the EEDC's facilities.

In the Statement of Net Position and the Statement of Activities, we reflect the EEDC in only one kind of activity:

- Governmental activities: All of the EEDC's basic services are reported here. Sales taxes designated for economic development finance most of EEDC's activities.

Fund Financial Statements

The fund financial statements begin on page 12 and provide detailed information about the EEDC as a whole. The EEDC has one fund type - Governmental Funds.

- Governmental funds: All of the EEDC's basic services are reported in governmental funds. These funds use modified accrual accounting (a method that measures the receipt and disbursement of cash and all other financial assets that can be readily converted to cash) and report balances that are available for future spending. The governmental fund statements provide a detailed short-term view of the EEDC's general operations and the basic services it provides.

We describe the differences between governmental activities (reported in the Statement of Net Position and the Statement of Activities) and governmental funds in reconciliation schedules following each of the fund financial statements.

EDINBURG ECONOMIC DEVELOPMENT CORPORATION
MANAGEMENT'S DISCUSSION AND ANALYSIS
For the Year Ended September 30, 2024

GOVERNMENT-WIDE FINANCIAL ANALYSIS

Statement of Net Position (Government-Wide)

Net position may serve over time as a useful indicator of a government's financial position. At year end, EEDC's assets and deferred outflow of resources exceeded liabilities and deferred inflow of resources by \$16,961,258. Unrestricted net position – the part of net position that can be used to finance day-to-day operations without constraints established by debt covenants, enabling legislation or other legal requirements was (\$5,535,271). In prior years, EEDC acquired debt that was committed for projects and assets contributed to other entities, please refer to Note XIV - Commitments for additional information. The release of funds related to the contributed projects and assets, increased the restricted net position. In the year ending September 30, 2024, unrestricted net assets increased by \$11,326,920 and restricted net assets decreased by \$15,719,381. Additionally, EEDC sold land that decreased capital assets by \$739,133.

The following table summarizes the EEDC's net Position as of September 30, 2024.

Table 1

	Governmental Activities 2024	Governmental Activities 2023
Assets		
Current and other assets	\$ 46,917,264	\$ 48,311,156
Capital assets	6,721,770	7,462,480
Total assets	<u>53,639,034</u>	<u>55,773,636</u>
Deferred outflow of resources	<u>1,400,117</u>	<u>1,583,142</u>
Total Assets and Deferred Outflow of Resources	<u>\$ 55,039,151</u>	<u>\$ 57,356,778</u>
Liabilities		
Current liabilities	\$ 6,173,518	\$ 202,119
Long-term liabilities	31,882,897	33,531,881
Total liabilities	<u>38,056,415</u>	<u>33,734,000</u>
Deferred inflow of resources	<u>21,478</u>	<u>22,340</u>
Total Liabilities and Deferred Inflow of Resources	38,077,893	33,756,340
Net Position		
Net in invested in capital assets	6,682,123	7,442,671
Restricted	15,814,406	18,038,593
Unrestricted	<u>(5,535,271)</u>	<u>(1,880,826)</u>
Total Net Position	<u>16,961,258</u>	<u>23,600,438</u>
Total Liabilities and Net Position	<u>\$ 55,039,151</u>	<u>\$ 57,356,778</u>

EDINBURG ECONOMIC DEVELOPMENT CORPORATION
MANAGEMENT'S DISCUSSION AND ANALYSIS
For the Year Ended September 30, 2024

Statement of Activities (Government-Wide)

The EEDC 's total revenues were \$11,182,396. Sales tax contributed \$9,482,866 or 84.8% of total revenues, which contributed for most of the revenues increase. Economic Development and Assistance expenses increased by \$13,621,752 or 450.7% as the EEDC was able to complete projects previously committed. Another reason for the increase was because, some of the projects that should have been completed by the private developers in the previous year were delayed, and thus the grants/incentives were delayed also.

The following table summarizes the change in the EEDC's net assets from its activities for the fiscal year ended September 30, 2024.

Table 2

	Governmental Activities 2024	Governmental Activities 2023
Revenues		
Program Revenues:		
Charges for Services	\$ -	\$ 17,138
General Revenues:		
Sales Taxes	9,482,866	9,184,192
Miscellaneous Revenue	14,533	250
Investment Earnings	673,360	745,262
Gain on Sale of Property	1,011,637	790,934
Total Revenue	<u>\$ 11,182,396</u>	<u>\$ 10,737,776</u>
Expenses		
Economic Development and Assistance	\$ 16,645,924	\$ 3,022,682
Debt Bond Interest and Other Charges	1,175,652	1,217,403
Total Expenses	<u>17,821,576</u>	<u>4,240,085</u>
Change in Net Position	<u>(6,639,180)</u>	<u>6,497,691</u>
Net Position Beginning	23,600,438	17,340,104
Prior Period Adjustment	-	(237,357)
Net Position Ending	<u>\$ 16,961,258</u>	<u>\$ 23,600,438</u>

As reflected in the Statement of Activities, total expenses for governmental activities were \$17,821,576 General revenues of \$11,182,396 were less than the total net expenses for governmental activities of \$17,821,576, which translates to deficit spending of \$6,639,180. As projects are undertaken, expenses are increasing, and as projected in the prior year, a large decrease in net position in the current year due to the magnitude of the projects was expected.

EDINBURG ECONOMIC DEVELOPMENT CORPORATION
MANAGEMENT'S DISCUSSION AND ANALYSIS
For the Year Ended September 30, 2024

GENERAL FUND FINANCIAL ANALYSIS

The General Fund is the chief operating fund of the EEDC. At the end of the current fiscal year, the total fund balance of the General Fund was \$40,870,958.

General Fund Budgetary Highlights

The EEDC amended the General Fund Budget during the year. Those budget amendments fall into two categories. The first involved amendments moving funds from categories that did not need all the resources to categories with resource needs. The second involved adjusting the budget to better reflect the needs and resources available as changes in personnel affected the use of the budget.

- The major revenue variance of \$573,360 was related to a conservative budgeted amount of \$100,000. Investment Earnings were budgeted conservatively, and only for operating funds as bond funds would have been expended but were not.
- The budget also reflects a non-budgeted amount of \$786,515. The amount is related to a Note Receivable – Santana Textiles, disclosed in Note III. Aggregate Receivables, currently in litigation and the same amount is presented as Bad Debt. Overall, no net effect.
- Overall expenditures increased as projected as the delays in land acquisitions and programs were able to be completed as projected in the prior years.

CAPITAL ASSET AND DEBT ADMINISTRATION

Capital Assets

At the end of the 2023-2024 year, the EEDC had \$6,721,770 invested in a broad range of capital assets, including land, furniture, and equipment.

More detailed information about the EEDC's Capital Assets is presented in the notes to the financial statements.

Debt

At year-end, the EEDC had \$31,530,000 in bonds outstanding versus \$33,155,000 last year. The decrease is attributed to principal payments made during the year. No new debt was issued.

More detailed information about the EEDC's long-term liabilities is presented in the notes to the financial statements.

EDINBURG ECONOMIC DEVELOPMENT CORPORATION
MANAGEMENT'S DISCUSSION AND ANALYSIS
For the Year Ended September 30, 2024

ECONOMIC FACTORS AND NEXT YEAR'S BUDGETS AND RATES

Fiscal year 2025 is projected to be a year of continued growth. Both public and private development in building and infrastructure activity will serve to broaden the City's tax base and provide continuing employment opportunities for the residents. In 2024, the EEDC experienced a 3% increase in sales tax revenue from 2023. Cash reserves are in place in accordance with the investment policy in secured investments. Additionally, according to the Texas Labor Market Review, the unemployment rate for the McAllen-Edinburg-Mission MSA as of November 30, 2024 was 4.9%, which represents an increase compared to a 4.4% from prior year. The state average rate is reported at 3.5% and the national average rate is at 3.5%.

The EEDC Board of Directors has approved the General Fund Budget for fiscal year 2025 that includes funding for continued growth and development opportunities. Revenues in the General Fund are estimated at \$12,015,676, with an additional transfer in from the Bond funds of \$1,800,000, for the workforce resource center project. Budgeted expenditures are estimated at \$13,815,676. Cash is expected to decrease by the close of fiscal year 2025 as construction progresses. Priority has been placed on the development of the airport, infrastructure projects, workforce programs, and the revitalization of the Downtown District, including the construction of the Parking Garage and the completion of the Edinburg Arts, Culture, and Events Center (A.C.E.).

CONTACTING THE EEDC'S FINANCIAL MANAGEMENT

This financial report is designed to provide our citizens, taxpayers, customers, investors, and creditors with a general overview of the EEDC's finances and to show the EEDC's accountability for the money it receives. If you have questions about this report or need additional financial information, contact the EEDC's administration office at:

Edinburg Economic Development Corporation
3111 W. Freddy Gonzalez Dr.
Edinburg, Texas 78539

EDINBURG ECONOMIC DEVELOPMENT CORPORATION
STATEMENT OF NET POSITION
SEPTEMBER 30, 2024

	<u>Primary Government</u> <u>Governmental</u> <u>Activities</u>
ASSETS	
Cash and Cash Equivalents	\$ 14,660,961
Cash and Cash Equivalents - Restricted	10,099,517
Due from Primary Government	1,532,561
Notes Receivable, Net	20,624,225
Capital Assets:	
Land	6,041,510
Buildings, Net	641,009
Right-to-Use Lease & SBITA, Net	39,251
Total Assets	<u>53,639,034</u>
DEFERRED OUTFLOWS OF RESOURCES	
Deferred Charge for Refunding	1,315,319
Deferred Outflow Related to Pensions	67,296
Deferred Outflow Related to OPEB	2,830
Deferred Outflow Related to OPEB - MED	14,672
Total Deferred Outflows of Resources	<u>1,400,117</u>
LIABILITIES	
Accounts Payable	5,994,395
Accrued Interest Payable	127,212
Due to Primary Government	10,878
Accrued Expenditures	41,033
Noncurrent Liabilities:	
Due Within One Year	1,695,018
Due in More Than One Year:	
Bonds, Notes, Loans, Leases, etc.	29,874,629
Net Pension Liability	223,118
Net OPEB Liability	10,848
Net OPEB - MED Liability	79,284
Total Liabilities	<u>38,056,415</u>
DEFERRED INFLOWS OF RESOURCES	
Deferred Inflow Related to Pensions	6,661
Deferred Inflow Related to OPEB	4,002
Deferred Inflow Related to OPEB - MED	10,815
Total Deferred Inflows of Resources	<u>21,478</u>
NET POSITION	
Net Investment in Capital Assets	6,682,123
Restricted for:	
Restricted for Capital Acquisition	13,495,194
Restricted for Debt Service	1,539,212
Restricted for Other Purposes	780,000
Unrestricted	(5,535,271)
Total Net Position	<u>\$ 16,961,258</u>

The accompanying notes are an integral part of these financial statements.

EDINBURG ECONOMIC DEVELOPMENT CORPORATION
STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED SEPTEMBER 30, 2024

		Program Revenues		Net (Expense) Revenue and Changes in Net Position
	Expenses	Charges for Services	Operating Grants and Contributions	Primary Gov. Governmental Activities
Primary government:				
GOVERNMENTAL ACTIVITIES:				
Economic Development and Assistance	\$ 16,645,924	\$ -	\$ -	\$ (16,645,924)
Interest on Debt	1,169,983	-	-	(1,169,983)
Other Debt Charges	5,669	-	-	(5,669)
Total Governmental Activities	<u>17,821,576</u>	<u>-</u>	<u>-</u>	<u>(17,821,576)</u>
 Total Primary Government	 <u>\$ 17,821,576</u>	 <u>\$ -</u>	 <u>\$ -</u>	 <u>(17,821,576)</u>
		General Revenues:		
		General Sales Taxes		9,482,866
		Other Revenue		14,533
		Investment Earnings		673,360
		Gain on Sale of Property		<u>1,011,637</u>
		Total General Revenues		<u>11,182,396</u>
		Change in Net Position		(6,639,180)
		Net Position - Beginning		<u>23,600,438</u>
		Net Position - Ending		<u>\$ 16,961,258</u>

The accompanying notes are an integral part of these financial statements.

EDINBURG ECONOMIC DEVELOPMENT CORPORATION
BALANCE SHEET
GOVERNMENTAL FUNDS
SEPTEMBER 30, 2024

	General Fund
ASSETS	
Cash and Cash Equivalents	\$ 14,660,961
Cash and Cash Equivalents - Restricted	10,099,517
Due from Primary Government	1,532,561
Notes Receivable, Net	20,624,225
Total Assets	<u>\$ 46,917,264</u>
LIABILITIES	
Accounts Payable	\$ 5,994,395
Due to Primary Government	10,878
Accrued Expenditures	41,033
Total Liabilities	<u>6,046,306</u>
FUND BALANCES	
Nonspendable	13,367,203
Restricted for:	
Restricted for Capital Acquisition	13,495,194
Restricted for Debt Service	1,539,212
Restricted for Other Purposes	780,000
Unassigned	11,689,349
Total Fund Balances	<u>40,870,958</u>
Total Liabilities and Fund Balances	<u>\$ 46,917,264</u>

The accompanying notes are an integral part of these financial statements.

EDINBURG ECONOMIC DEVELOPMENT CORPORATION
RECONCILIATION OF THE GOVERNMENTAL FUNDS BALANCE SHEET TO THE
STATEMENT OF NET POSITION
SEPTEMBER 30, 2024

Total Fund Balances - Governmental Funds	\$ 40,870,958
Capital assets used in governmental activities are not financial resources and therefore are not reported in governmental funds. At the beginning of the year, the cost of these assets was \$7,606,538 and accumulated depreciation was \$144,058. In addition, long-term liabilities, including bonds payable, are not due and payable in the current period, and, therefore are not reported as liabilities in the funds. The net effect of including the beginning balances for capital assets (net of depreciation) and long-term debt in the governmental activities is to decrease net position.	(24,271,242)
Current year capital outlays and long-term debt principal payments are expenditures in the fund financial statements, but they should be shown as increases in capital assets and reductions in long-term debt in the government-wide financial statements. The net effect of including the 2024 capital outlays and debt principal payments is to increase net position.	921,803
Current year GASB 68 changes for the TMRS Pension plan this fiscal year required that the EDC report their net pension liability in the Government-Wide Statement of Net Position. The items reported as a result of this implementation included a net pension liability of \$223,118, a Deferred Resource Inflow of \$6,661, and a Deferred Resource Outflow of \$67,296. The net effect of these was to decrease the ending net position by \$162,483.	(162,483)
Current year GASB 75 changes for the OPEB Pension plan this fiscal year required that the EDC report their net OPEB liability in the Government-Wide Statement of Net Position. The items reported as a result of this implementation included a net pension liability of \$90,132 a Deferred Resource Inflow of \$14,817, and a Deferred Resource Outflow of \$17,502. The net effect of these was to decrease the ending net position by \$87,447.	(87,447)
The 2024 depreciation expense increases accumulated depreciation. The net effect of the current year's depreciation is to decrease net position.	(57,351)
Various other reclassifications and eliminations are necessary to convert from the modified accrual basis of accounting to accrual basis of accounting. These include recognizing unavailable revenue from property taxes as revenue, reclassifying the proceeds of bond sales as an increase in bonds payable, and recognizing the liabilities associated with maturing long-term debt and interest. The net effect of these reclassifications and recognitions is to decrease net position.	(252,980)
Net Position of Governmental Activities	<u>\$ 16,961,258</u>

The accompanying notes are an integral part of these financial statements.

EDINBURG ECONOMIC DEVELOPMENT CORPORATION
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES
GOVERNMENTAL FUNDS
FOR THE YEAR ENDED SEPTEMBER 30, 2024

	General Fund
REVENUES	
General Sales Taxes	\$ 9,482,866
Investment Earnings	673,360
Note Receivable Interest Revenue	786,515
Other Revenue	14,533
Total Revenues	10,957,274
EXPENDITURES	
Conservation and Development	
Economic Development and Assistance	4,726,000
Bad Debt Expense	786,515
Debt Service:	
Principal on Debt	1,660,860
Interest on Debt	1,049,814
Other Debt Charges	5,669
Total Expenditures	8,228,858
Excess (Deficiency) of Revenues Over (Under) Expenditures	2,728,416
OTHER FINANCING SOURCES (USES)	
Capital Contributions	(11,850,000)
Sale of Real and Personal Property	1,750,770
Right-to-Use Lease and SBITA Proceeds	15,117
Other	(15,193)
Total Other Financing Sources (Uses)	(10,099,306)
Net Change in Fund Balance	(7,370,890)
Fund Balance - October 1 (Beginning)	48,241,848
Fund Balance - September 30 (Ending)	\$ 40,870,958

The accompanying notes are an integral part of these financial statements.

EDINBURG ECONOMIC DEVELOPMENT CORPORATION
 RECONCILIATION OF THE GOVERNMENTAL FUNDS STATEMENT OF REVENUES,
 EXPENDITURES, AND CHANGES IN FUND BALANCES TO THE STATEMENT OF ACTIVITIES
 FOR THE YEAR ENDED SEPTEMBER 30, 2024

Total Net Change in Fund Balances - Governmental Funds	\$ (7,370,890)
Current year capital outlays and long-term debt principal payments are expenditures in the fund financial statements, but they should be shown as increases in capital assets and reductions in long-term debt in the government-wide financial statements. The net effect of removing the 2024 capital outlays, the disposal of capital assets with net value of (\$739,133) and debt principal payments of \$1,660,860 is to increase net position.	921,803
Depreciation is not recognized as an expense in governmental funds since it does not require the use of current financial resources. The net effect of the current year's depreciation is to decrease net position.	(57,351)
Changes in the net pension liability for retirement are not recognized in the funds, but are in the Statement of Activities.	(5,362)
Changes in the net OPEB obligation are not recognized in the funds, but are in the Statement of Activities.	(7,211)
Amortization of deferred bond charges and accrued interest payable are not recognized as expenses in governmental funds since they do not require the use of current financial resources. The net effect of the current year's amortization expense of \$125,768 and accrued interest of \$5,599 is to decrease the change in net position.	(120,169)
Change in Net Position of Governmental Activities	<u>\$ (6,639,180)</u>

The accompanying notes are an integral part of these financial statements.

EDINBURG ECONOMIC DEVELOPMENT CORPORATION
NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEAR ENDED SEPTEMBER 30, 2024

I. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The Edinburg Economic Development Corporation (the "EEDC"), a component unit of the City of Edinburg, was incorporated on April 23, 1990, under the Constitution of the State of Texas. The EEDC was organized on behalf of the City of Edinburg for the purpose of promoting the development of commercial, industrial, and manufacturing enterprises as well as improving the quality of life within its city limits and encouraging new employment opportunities.

The EEDC is a 501(c)(4) not for profit corporation by the Internal Revenue Service, and thus, its income is generally exempt from federal income taxation.

The EEDC prepares its basic financial statements in conformity with generally accepted accounting principles (GAAP) as applied to government units. The Governmental Accounting Standards Board (GASB) is the accepted standard-setting body for established governmental accounting and financial reporting principles.

The accounting policies of the EEDC as reflected in the accompanying financial statements conform to GAAP for local governmental units as prescribed by the GASB.

A. REPORTING ENTITY

Governmental Accounting Standards Board (GASB) Statement No. 61, "The Financial Reporting Entity," provides guidance for determining which governmental organizations should be included within a reporting entity. GASB statement No. 61 sets forth financial accountability as the basic criterion for inclusion of a government unit in a governmental reporting entity. Financial accountability is defined as appointment of a voting majority of the component units board and either the ability to impose its will by the primary government or the possibility that the component unit will provide a financial benefit to or impose a financial burden on the primary government. Due to the primary government's ability to impose its will on the EEDC, the EEDC is a component unit of the City of Edinburg.

B. GOVERNMENT-WIDE AND FUND FINANCIAL STATEMENTS

The Statement of Net Position and the Statement of Activities are government-wide financial statements. They report information on all of the EEDC's non-fiduciary activities with most of the interfund activities removed. *Governmental activities* include programs supported primarily by taxes and other intergovernmental revenues.

EDINBURG ECONOMIC DEVELOPMENT CORPORATION
NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEAR ENDED SEPTEMBER 30, 2024

I. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

B. GOVERNMENT-WIDE AND FUND FINANCIAL STATEMENTS

The Statement of Activities demonstrates how other people or entities that participate in programs the EEDC operates have shared in the payment of the direct costs. The "charges for services" column includes payments made by parties that purchase, use or directly benefit from goods or services provided by a given function or segment of the EEDC. The "grants and contributions" column includes amounts paid by organizations outside the EEDC to help meet the operational or capital requirements of given function. If a revenue is not a program revenue, it is a general revenue used to support all of the EEDC's functions. Taxes are always general revenues.

Interfund activity results from loans, services provided, reimbursements or transfers between funds. Loans are reported as interfund receivables and payables as appropriate and are subject to elimination upon consolidation. Services provided are treated as revenues and expenditures or expenses. Reimbursements occur when one fund incurs a cost, charges the appropriate benefiting fund and reduces its related cost as a reimbursement. All other interfund transactions are treated as transfers. Transfers in and transfers out are netted and presented as a single "transfers" line on the government-wide statement of activities. Similarly, interfund receivables and payables are netted and presented as a single "internal balances" line of the government-wide statement of net position.

C. MEASUREMENT FOCUS, BASIS OF ACCOUNTING, AND FINANCIAL STATEMENT PRESENTATION

The government-wide financial statements use the economic resources measurement focus and the accrual basis of accounting. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of the related cash flows. Grants and similar items are recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

Governmental fund financial statements use the current financial resources measurement focus and the modified accrual basis of accounting. With this measurement focus, only current assets, current liabilities, and fund balances are included on the balance sheet. The Statement of Revenues, Expenditures and Changes in Fund Balances present net increases and decreases in current assets (i.e. revenues and other financing sources and the expenditures and other financing uses).

The modified accrual basis of accounting recognizes revenues in the accounting period in which they become both measurable and available, and it recognizes expenditures in the accounting period in which the fund liability is incurred, if measurable, except for unmatured interest and principal on long-term debt, which is recognized when due. The expenditures related to certain claims and judgments are recognized when the obligations are expected to be liquidated with expendable available financial resources. The EEDC considers all revenues available if they are collected within 60 days after year-end.

EDINBURG ECONOMIC DEVELOPMENT CORPORATION
NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEAR ENDED SEPTEMBER 30, 2024

I. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

C. MEASUREMENT FOCUS, BASIS OF ACCOUNTING, AND FINANCIAL STATEMENT PRESENTATION

Revenues from local sources consist primarily of sales taxes. Sales tax revenues are recognized under the "susceptible to accrual" concept, that is, when they are both measurable and available. The EEDC considers them "available" if they will be collected within 60 days of the end of the fiscal year. Miscellaneous revenues are recorded as revenue when received in cash because they are generally not measurable until received. Investment earnings are recorded as earned, since they are both measurable and available.

D. FUND ACCOUNTING

The EEDC reports the following major governmental fund:

The General Fund - The primary operating fund is the only major fund in the current fiscal year. It accounts for all of the financial resources of the general government, except those required to be accounted for in another fund.

E. BUDGETARY INFORMATION

Annual budgets are adopted on a basis consistent with generally accepted accounting principles for the general fund. The capital projects are appropriated on a project-length basis. The appropriated budget is prepared by fund, function, and department. Transfers of appropriations between require the approval of the Board of Directors.

F. OTHER ACCOUNTING POLICIES

1. In the government-wide financial statements long-term debt and other long-term obligations are reported as liabilities in the applicable fund type statement of net position. Bond premiums and discounts are deferred and amortized over the life of the bonds using the straight line method. Bonds payable are reported net of the applicable bond premium or discount. Bond issuance costs are reported as expenses in the period incurred.

In the fund financial statements, governmental fund types recognize bond premiums and discounts, as well as, bond issuance costs, during the current period. The face amount of debt issued is reported as other financing sources. Premiums received on debt issuances are reported as other financing sources while discounts on debt issuances are reported as other financing uses. Issuance costs, whether or not withheld from the actual debt proceeds received, are reported as debt service expenditures.

EDINBURG ECONOMIC DEVELOPMENT CORPORATION
NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEAR ENDED SEPTEMBER 30, 2024

I. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

F. OTHER ACCOUNTING POLICIES

2. Cash and cash equivalents are considered to be cash on hand, demand deposits, and short-term investments with original maturities of three months or less from the date of acquisition.
3. Receivables consist of uncollected notes receivable at year end. Additional details can be found on Note III.
4. Capital assets, which include land, buildings, furniture and equipment, are reported in the governmental activities column in the government-wide financial statements. Capital assets are defined by the EEDC as assets with an initial, individual cost of more than \$5,000 and an estimated useful life in excess of two years. Such assets are recorded at historical cost or estimated historical cost if purchased or constructed. Donated capital assets are recorded at estimated fair market value at the date of donation.

The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend assets lives are not capitalized. Major outlays for capital assets and improvements are capitalized as projects are constructed.

Buildings, furniture, and equipment of the EEDC are depreciated using the straight-line method over the following estimated useful lives. The estimated lives range from 5 to 20 years for equipment, 10 to 40 years for improvements, and 40 years for buildings.

5. Deferred Outflows/Inflows of Resources are sometimes an addition to assets and liabilities. They are reported in a separate section for deferred outflows and inflows of resources in the statement of net position. Deferred outflow of resources represents a consumption of net position that applies to a future period(s) and will not be recognized as an outflow of resources (expense/expenditure) until then. Deferred inflows of resources represent an acquisition of net position that applies to a future period(s) and so will not be recognized as an inflow of resources (revenue) until that time. The EEDC records deferred outflows of resources related to deferred charges on refunding.
6. *Restricted Assets:* Proceeds of revenue bonds issued, as well as, certain resources set aside for their repayment, are classified as restricted assets on the Balance Sheet because their use is limited by applicable bond covenants.

EDINBURG ECONOMIC DEVELOPMENT CORPORATION
NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEAR ENDED SEPTEMBER 30, 2024

I. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

F. OTHER ACCOUNTING POLICIES

7. When the EEDC incurs an expense for which it may use either restricted or unrestricted assets, it uses the restricted assets first whenever they will have to be returned if they are not used.
8. In the fund financial statements, governmental funds report fund balance based on the following classifications: non-spendable, restricted, committed, assigned or unassigned. Restricted fund balances are amounts legally restricted by outside parties for use by a specific purpose. Commitments of fund balance require approval of the Board of Directors through formal action. The Board of Directors delegates the responsibility to assign fund balance to the Director or his/her designee, when appropriate. Unassigned fund balance is the residual classification for the general fund after the amounts for the restricted, committed, and assigned classifications have been identified. Funds will be utilized in the following order: restricted, committed, assigned, and unassigned.

G. CURRENT ACCOUNTING STANDARDS

GASB Statement No. 100, Accounting Changes and Error Corrections, establishes accounting and financial reporting requirements for (a) accounting changes and (b) the correction of an error in previously issued financial statements (error correction). This Statement defines accounting changes as changes in accounting principles, changes in accounting estimates, and changes to or within the financial reporting entity and describes the transactions or other events that constitute those changes. This Statement prescribes the accounting and financial reporting for (1) each type of accounting change and (2) error corrections. This Statement requires that (a) changes in accounting principles and error corrections be reported retroactively by restating prior periods, (b) changes to or within the financial reporting entity be reported by adjusting beginning balances of the current period, and (c) changes in accounting estimates be reported prospectively by recognizing the change in the current period. This Statement requires disclosure in notes to financial statements of descriptive information about accounting changes and error corrections, such as their nature. In addition, information about the quantitative effects on beginning balances of each accounting change and error correction should be disclosed by reporting unit in a tabular format to reconcile beginning balances as previously reported to beginning balances as restated. Furthermore, this Statement addresses how information that is affected by a change in accounting principle or error correction should be presented in required supplementary information (RSI) and supplementary information (SI). The requirements of this Statement are effective for accounting changes and error corrections made in fiscal years beginning after June 15, 2023, and all reporting periods thereafter. GASB 100 was implemented by the EEDC during the 2024 fiscal year.

EDINBURG ECONOMIC DEVELOPMENT CORPORATION
NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEAR ENDED SEPTEMBER 30, 2024

II. DEPOSITS AND INVESTMENTS

The EEDC Depository Agreement requires its designated financial institution to secure by collateral valued at fair value, less the amount of the Federal Deposit Insurance Corporation insurance. At September 30, 2024, the EEDC's deposits were entirely covered by federal deposit insurance or were secured by collateral held by the pledging financial institution's agent in the EEDC's name, pursuant to the Depository Agreement. The bank balance consisted of the following at September 30, 2024:

Bank	Bank Balance	GL Balance
Texas National Bank-Operating	\$ 15,884,190	\$ 14,660,961
Texas National Bank-Debt Service	7,667	7,667
Texas National Bank-Arena	780,000	780,000
TexStar 2019 DS	846,887	846,887
TexStar 2021AB	2,768,731	2,768,731
TexStar 2021B DS	180,983	180,983
TexStar 2021A DS	503,675	503,675
TexStar 2019	4,981,574	4,981,574
Edwards Abstract & Title	30,000	30,000
Total Bank Deposits	\$ 25,983,706	\$ 24,760,478

The Public Funds Investment Act (Government Code, Chapter 2256) contains specific provisions in the areas of investment practices, management reports, and establishment of appropriate policies. Among other things, it requires the EEDC to adopt, implement, and publicize an investment policy. That policy must address the following areas: (1) safety of principal and liquidity (2) portfolio diversification (3) allowable investments (4) acceptable risk levels (5) expected rates of return (6) maximum allowable stated maturity of portfolio investments (7) maximum average dollar-weighted maturity allowed based on the stated maturity date for the portfolio (8) investment staff quality and capabilities (9) and bid solicitation preferences for certificates of deposit. Statutes authorize the City to invest in (1) obligations of the U.S. Treasury, certain U.S. agencies, and the State of Texas (2) certificates of deposit (3) certain municipal securities (4) money market savings accounts (5) repurchase agreements (6) bankers acceptance (7) Mutual Funds (8) Investment Pools guaranteed investment contract (10) and common trust funds.

At September 30, 2024 the EEDC had 100% of its investments in interest paying accounts and TexSTAR, a conservatively managed fund operated in full compliance with the PFIA, rated AAAM by Standard & Poors. TexSTAR is an investment pool created by Local Governments for Local Governments.

EDINBURG ECONOMIC DEVELOPMENT CORPORATION
NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEAR ENDED SEPTEMBER 30, 2024

II. DEPOSITS AND INVESTMENTS (Continued)

As of September 30, 2024, all of the EEDC's external investment pools meet the criteria described in GASB Statement No. 79 and measure all of their investments at amortized cost; therefore, the EEDC has also measured their investments in these external investment pools at amortized cost for financial reporting purposes. In addition, the pools do not have any limitations or restrictions on withdrawals such as notice periods or maximum transaction amounts. The pools do not impose any liquidity or redemption gates.

Credit Risk: To limit the risk that an issuer or other counterparty to an investment will not fulfill its obligations the EEDC limits investments to Certificates of Deposits, Public Funds Investment Pools and Guaranteed Investment Contracts, collateralized by the U.S. Government Securities. As of September 30, 2024, the EEDC's investments were secured by the U.S. Government Securities, pursuant to the Depository Agreement.

Custodial Credit Risk for Investments: State law requires governmental entities to contract with financial institutions in which funds will be deposited to secure those deposits with insurance or pledged securities with a fair value equaling or exceeding the amount on deposit at the end of each business day. The pledged securities must be in the name of the governmental entity and held by the entity or its agent. Since the EEDC complies with this law, it has no custodial credit risk for deposits.

Concentration of Credit Risk: To limit the risk of loss attributed to the magnitude of a government's investment in a single issuer, the **investment portfolio** shall be diversified in terms of investment instruments maturity scheduling, and financial institutions. As of September 30, 2024, the EEDC had investments only in a public funds investment pool.

Interest Rate Risk: Interest rate risk is defined as the risk that changes in interest rates will adversely affect the amortized value of an investment. For operating funds, such as the general fund, maturities shall not exceed one year. As of September 30, 2024, the EEDC had investments only in a public funds investment pool.

Foreign Currency Risk for Investments: Foreign currency risk is the risk that changes in exchanges rates will adversely affect the fair value of an investment. At year-end, the EEDC was not exposed to foreign currency risk.

EDINBURG ECONOMIC DEVELOPMENT CORPORATION
NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEAR ENDED SEPTEMBER 30, 2024

III. AGGREGATE RECEIVABLES

The aggregate receivables at September 30, 2024, were:

Notes Receivable - Santana Textiles	\$ 13,640,003
Allowance for Uncollectible Notes	(272,800)
Total Notes Receivable, net	\$ 13,367,203
Notes Receivable - City of Edinburg	\$ 7,257,022
Total Receivable, net	\$ 7,257,022
Accounts Receivable - Accrued Interest and Late Fees (Santana Textiles)	\$ 4,363,964
Accounts Receivable - Nu-Co Tool	127,633
Allowance for Uncollectible	(4,491,597)
Total Receivable, net	\$ -

The notes receivable (Santana Textiles) account is comprised of two (2) notes from Santana Textiles, LLC. The first note originated on April 16, 2010, in the amount of \$5,000,000. The second note originated on August 30, 2011, in the amount of \$10,000,000. The current agreement with Santana Textiles expired on October 21, 2022. The EEDC renegotiated an extension which was approved by the Board of Directors on November 15, 2024 and by City Council on December 5, 2024. However, to this date, Santana Textiles has failed to execute the agreements and also to pay the amount due to bring the notes current. Other options to collect are being explored and pursued.

The \$5,000,000 note receivable from Santana Textiles, LLC requires payments of \$26,778 monthly, including principal and interest (4.25%) beginning November 21, 2017, and ending upon maturity on October 21, 2022.

The \$10,000,000 note receivable from Santana Textiles, LLC requires payments of \$59,971 monthly, including principal and interest (4.25%) beginning November 21, 2017, and ending upon maturity on October 21, 2022.

Santana Textiles has ceased operations and is in default of loan payments and interest and is currently under an agreement to cover delinquent property taxes with Hidalgo County. EEDC is secondary lien holder on the notes. Management of EEDC feels that a satisfactory agreement will be placed and is negotiating an extension to agree on a date to satisfy the pending receivable either by contracting with other companies to take over the project or through asset liquidation.

EDINBURG ECONOMIC DEVELOPMENT CORPORATION
NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEAR ENDED SEPTEMBER 30, 2024

III. AGGREGATE RECEIVABLES (Continued)

The combined balance of the notes receivable is \$13,640,003. An allowance for uncollectible has been setup at 2% of the note receivable balance. An additional allowance for uncollectible has been set up for the accrued interest and late fees. The total notes allowance for uncollectible balance is \$272,800 which brings the notes receivable, net balance to \$13,367,203. A Cross-Collateralization and Cross-Default and Security Agreement was executed on August 30, 2011 and recorded in the Office of the County Clerk of Hidalgo County, Texas as Document No. 2237059 for both Notes.

The Edinburg Economic Development Corporation (EEDC) has a loan agreement with the City of Edinburg to support an economic development incentive for the purchase of the H-E-B Park. As of September 30, 2024, the outstanding balance is \$7,257,022.

IV. ACCOUNTS PAYABLE

The accounts payable at September 30, 2024, were:

Communications & Other	\$ 32,385
Contributions for New Construction of: Astro-Turf Baseball Fields (Municipal Park)	2,000,000
Contributions for New Construction of: Sewer Line Expansion (E. Owassa Rd.)	1,750,000
Contributions for New Construction of: Water Storage Tank (US Bus 281)	2,100,000
Flip Program	34,726
Marketing/Promo Items	2,560
Research and Studies	38,330
Sponsorship	1,500
TML Insurance	5,599
Travel	29,295
Total Accounts Payable	\$ 5,994,395

V. SINKING FUNDS

As of September 30, 2024, the sinking funds consisted of the following:

Account	Reserve Required	Balance at 09/30/24	Overfunded/ (Underfunded)
TexStar Series 19 Bond Reserve	\$ 761,150	\$ 846,887	\$ 85,737
TexStar Series 2021A Bond Reserve	456,194	503,675	47,481
TexStar Series 2021B Bond Reserve	162,988	180,983	17,995
	\$ 1,380,332	\$ 1,531,545	\$ 151,213

EDINBURG ECONOMIC DEVELOPMENT CORPORATION
NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEAR ENDED SEPTEMBER 30, 2024

VI. REVENUE FROM LOCAL AND INTERMEDIATE SOURCES

During the current year, revenues from local and intermediate sources consisted of the following:

	General Fund
General Sales Taxes	\$ 9,482,866
Investment Earnings	673,360
Note Receivable Interest Revenue	786,515
Other Revenue	14,533
Total	\$ 10,957,274

VII. CAPITAL ASSETS

A summary of changes in capital assets follows:

	Primary Government				
<i>For the Years Ended September 30,</i>	2023	Additions	Retirements	Adjustments	2024
Capital assets not being depreciated:					
Land	\$ 6,780,643	\$ -	\$ (739,133)	\$ -	\$ 6,041,510
Total capital assets not being depreciated	6,780,643	-	(739,133)	-	6,041,510
Capital assets being depreciated:					
Buildings	789,020	-	-	-	789,020
Furniture and equipment	724	-	-	-	724
Right-to-use lease	29,651	15,193	-	40,581	85,425
SBITA	6,500	-	-	-	6,500
Total capital assets being depreciated	825,895	15,193	-	40,581	881,669
Less: accumulated depreciation for:					
Buildings	(128,286)	(19,725)	-	-	(148,011)
Furniture and equipment	(724)	-	-	-	(724)
Right-to-use lease	(9,884)	(36,290)	-	-	(46,174)
SBITA	(5,164)	(1,336)	-	-	(6,500)
Total accumulated depreciation	(144,058)	(57,351)	-	-	(201,409)
Total capital assets, being depreciated, net	681,837	(42,158)	-	40,581	680,260
Governmental activities capital assets, net	\$ 7,462,480	\$ (42,158)	\$ (739,133)	\$ 40,581	\$ 6,721,770

Costs associated with the ongoing construction projects were not capitalized as the assets will be owed and operated by the City of Edinburg or other entities. See note XIV for additional information. For the fiscal year ended September 30, 2024 depreciation expense was \$57,351.

EDINBURG ECONOMIC DEVELOPMENT CORPORATION
NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEAR ENDED SEPTEMBER 30, 2024

VIII. LONG-TERM DEBT

Long-term debt consists of the following at September 30, 2024:

\$10,840,000 Bond Issue Series 2019; payable in semi-annual installments plus interest maturing August 15, 2044.	\$ 9,590,000
\$7,730,000 2021A Sales Tax Revenue Bonds; payable in semi-annual installments plus interest of 2.500%-3.375%, maturing in August 15, 2046; collateralized by sales and use tax receipts.	7,050,000
\$2,250,000 2021B Sales Tax Revenue Bonds; payable in semi-annual installments plus interest of 4.750%-5.250%, maturing in August 15, 2046; collateralized by sales and use tax receipts.	2,090,000
\$13,610,000 2021 Sales Tax Revenue Refunding Bonds; payable in semi-annual installments plus interest of .355%-2.340%, maturing in February 15, 2035; collateralized by sales and use tax receipts.	<u>12,800,000</u>
	<u>\$ 31,530,000</u>

EEDC has issued sales tax revenue bonds to finance various construction projects to enhance economic development in the Edinburg area. These bonds are to be repaid with sales tax revenue.

Annual debt service requirements to maturity for the EEDC's general long-term debt are as follows:

Fiscal Year	Principal	Interest
2025	\$ 1,665,000	\$ 1,010,977
2026	1,695,000	977,766
2027	1,735,000	941,187
2028	1,775,000	900,010
2029	1,815,000	856,043
2030-2034	9,865,000	3,510,424
2035-2039	5,990,000	2,178,641
2040-2044	5,830,000	1,031,263
2045-2049	1,160,000	67,406
	<u>\$ 31,530,000</u>	<u>\$ 11,473,717</u>

EDINBURG ECONOMIC DEVELOPMENT CORPORATION
NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEAR ENDED SEPTEMBER 30, 2024

VIII. LONG-TERM DEBT (Continued)

On 06/01/2024, the EEDC entered into a 12 month lease as Lessee for the use of JH/JC, LLC & EEDC 3111 W. Freddy Gonzalez. An initial lease liability was recorded in the amount of \$29,651. As of 09/30/2024, the value of the lease liability is \$27,112. The EEDC is required to make monthly fixed payments of \$2,500. The lease has an interest rate of 2.56%. The Buildings estimated useful life was 0 months as of the contract commencement. The value of the right to use asset as of 09/30/2024 of \$27,062 with accumulated amortization of \$43,169 is included on Note VII. The EEDC has 1 extension option for 12 months.

On 10/05/2023, the EEDC entered into a 60 month lease as Lessee for the use of Konica Minolta Bizhub C450i 45PPM Color Copier. An initial lease liability was recorded in the amount of \$15,117. As of 09/30/2024, the value of the lease liability is \$12,535, and the value of the short-term lease liability is \$2,906. The EEDC is required to make monthly fixed payments of \$275. The lease has an interest rate of 3.5110%. The Equipment estimated useful life was 0 months as of the contract commencement. The value of the right to use asset as of 09/30/2024 of \$15,193 with accumulated amortization of \$3,005 is included with Equipment on the Lease Class activities table found below.

A summary of Right-to-Use Lease Arrangements for the year ended September 30, 2024 is as follows:

	Interest Rate	Original Lease Liability	September 30, 2023	Additions	Reductions	Adjustments	September 30, 2024	Current Portion
Right-to-Use Lease - Office Space	2.56%	\$29,651	\$ 19,809	\$ -	\$ (33,278)	\$ 40,581	\$ 27,112	\$27,112
Right-to-Use Lease - Konica Copiers	3.51%	15,117	-	15,117	(2,582)	-	12,535	2,906
Total Right-to-Use Lease		\$44,768	\$ 19,809	\$15,117	\$ (35,860)	\$ 40,581	\$ 39,647	\$30,018

Debt service requirements for right-to-use leases are as follows:

Fiscal Year	Principal	Interest
2025	\$ 30,018	\$ 642
2026	3,010	290
2027	3,117	183
2028	3,228	71
2029	274	1
	\$ 39,647	\$ 1,187

As of September 30, 2024, the EEDC did not have any SBITA's.

EDINBURG ECONOMIC DEVELOPMENT CORPORATION
NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEAR ENDED SEPTEMBER 30, 2024

VIII. LONG-TERM DEBT (Continued)

Summary of changes in Long-Term Debt for the year ended September 30, 2024:

	September 30, 2023	Additions	Reductions	Adjustments	September 30, 2024	Current Portion
Bonds payable						
Series 2013A	\$ 265,000	\$ -	\$ (265,000)	\$ -	\$ -	\$ -
Series 2013B	525,000	-	(525,000)	-	-	-
Series 2019	9,885,000	-	(295,000)	-	9,590,000	310,000
Series 2021A	7,275,000	-	(225,000)	-	7,050,000	230,000
Series 2021B	2,145,000	-	(55,000)	-	2,090,000	55,000
Series 2021 Refunding	13,060,000	-	(260,000)	-	12,800,000	1,070,000
Total Bonds Payable	33,155,000	-	(1,625,000)	-	31,530,000	1,665,000
Right-to-Use Lease	19,809	15,117	(35,860)	40,581	39,647	30,018
Net Pension Liability	287,625	-	(64,507)	-	223,118	-
Net OPEB Liability	9,507	1,341	-	-	10,848	-
Net OPEB - MED Liability	59,940	19,344	-	-	79,284	-
Total Long-Term Debt	\$ 33,531,881	\$ 35,802	\$ (1,725,367)	\$ 40,581	\$ 31,882,897	\$ 1,695,018

IX. DEFERRED OUTFLOWS AND INFLOWS OF RESOURCES

Governmental funds report deferred inflows in connection with receivables for revenues that are not considered to be available to liquidate liabilities of the current period. Governmental funds also defer revenue recognition in connection with resources that have been received, but not yet earned.

At the government-wide financial statements, deferred outflows include deferred charges on refunding of the bonds.

As of September 30, 2024, the various components of deferred outflows and inflows of resources are as follows:

Deferred Outflow Related to TMRS Pension	\$ 67,296
Deferred Outflow Related to OPEB	2,830
Deferred Outflow Related to OPEB - MED	14,672
Total Deferred Outflows	<u>\$ 84,798</u>
Deferred Inflow Related to TMRS Pension	\$ 6,661
Deferred Inflow Related to OPEB	4,002
Deferred Inflow Related to OPEB - MED	10,815
Total Deferred Inflows	<u>\$ 21,478</u>

EDINBURG ECONOMIC DEVELOPMENT CORPORATION
NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEAR ENDED SEPTEMBER 30, 2024

X. EMPLOYEE RETIREMENT BENEFIT PLAN

Texas Municipal Retirement System

Plan Description

The EEDC participates as one of the 934 plans in the nontraditional, joint contributory, hybrid defined benefit pension plan administered by the Texas Municipal Retirement System (TMRS), thru the City of Edinburg (City).

TMRS is an agency created by the State of Texas and administered in accordance with the TMRS Act, Subtitle G, Title 8, Texas Government Code (the TMRS Act) as an agent multiple-employer retirement system for municipal employees in the State of Texas. The TMRS Act places the general administration and management of the System with a six-member Board of Trustees. Although the Governor, with the advice and consent of the Senate, appoints the Board, TMRS is not fiscally dependent on the State of Texas. TMRS's defined benefit pension plan is a tax-qualified plan under Sections 401(a) of the Internal Revenue Code. TMRS issues a publicly available comprehensive annual financial report that can be obtained at www.tmr.org.

All eligible employees of the EEDC are required to participate in TMRS, as are employees of the City.

All terms, conditions and benefits of EEDC employees are identical to the City's employees and covered under the City's plan with TMRS.

Benefits Provided

TMRS provides retirement, disability, and death benefits. Benefit provisions are adopted by the governing body of the City, within the options available in the state statutes governing TMRS and apply to EEDC employees.

At retirement, the benefit is calculated as if the sum of the employee's contributions, with interest, and the City-financed monetary credits with interest were used to purchase an annuity. Members may choose to receive their retirement benefit in one of seven payment options. Members may also choose to receive a portion of their benefit as a Partial Lump Sum Distribution in an amount equal to 12, 24 or 36 monthly payments which cannot exceed 75% of the member's deposits and interest.

EDINBURG ECONOMIC DEVELOPMENT CORPORATION
NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEAR ENDED SEPTEMBER 30, 2024

X. EMPLOYEE RETIREMENT BENEFIT PLAN (Continued)

Employees Covered by Benefit Terms

At the December 31, 2023, valuation and measurement date, the following city employees which include EEDC employees were covered by the benefit terms:

Inactive employees or beneficiaries currently receiving benefit	352
Inactive employees entitled to but not yet receiving benefits	701
Active employees	<u>1,058</u>
Total	<u><u>2,111</u></u>

Contributions

Member contribution rates in TMRS are either 5%, 6% or 7% of the Member's total compensation, and the city matching percentages are either 100%, 150% or 200%, both as adopted by the governing body of the city. Under the state law governing TMRS, the contribution rate for each city is determined annually by the actuary, using the Entry Age Normal (EAN) actuarial cost method. The city's contribution rate is based on the liabilities created from the benefit plan options selected by the city and any changes in benefits or actual experience over time.

Employees for the City were required to contribute 7% of their annual gross earnings during the fiscal year. The contribution rates for the City were 14.53% and 14.86% in the calendar years 2023 and 2024, respectively. The City's contribution to TMRS for the year ended September 30, 2024 were \$8,335,170 and were equal to the required contributions.

Net Pension Liability

The EEDC's Net Pension Liability (NPL) is included in the City's Net Pension Liability (NPL) and was measured as of December 31, 2023 and the Total Pension Liability (TPL) used to calculate the Net Pension Liability was determined by an actuarial valuation as of that date. There is no specific information as it relates to the EEDC's portion.

Actuarial Assumptions

The Total Pension Liability in the December 31, 2023 actuarial valuation was determined using the following actuarial assumptions:

Inflation	2.50% per year
Overall payroll growth	2.75% per year, adjusted down for population declines, if any
Investment rate of return	6.75%, net of pension plan investment expense, including inflation

EDINBURG ECONOMIC DEVELOPMENT CORPORATION
NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEAR ENDED SEPTEMBER 30, 2024

X. EMPLOYEE RETIREMENT BENEFIT PLAN (Continued)

Salary increases are based on a service-related table. Mortality rates for active members are based on the PUB(10) mortality tables with 110% of the Public Safety table used for males and 100% of the General Employee table used for females. Mortality rates for healthy retirees and beneficiaries are based on the Gender-distinct 2019 Municipal Retirees of Texas mortality tables. Male rates are multiplied by 103% and female rates are multiplied by 105%. The rates for actives, healthy retirees and beneficiaries are projected on a fully generational basis by the most recent Scale MP-2021 to account for future mortality improvements. For disabled annuitants, the same mortality tables for healthy retirees are used with a 4-year set-forward for males and a 3-year set-forward for females. In addition, a 3.5% and 3.0% minimum mortality rate is applied, for males and females respectively, to reflect the impairment for younger members who become disabled. The rates are projected on a fully generational basis by the most recent Scale MP2021 to account for future mortality improvements subject to the 3% floor.

The actuarial assumptions were developed primarily from the actuarial investigation of the experience of TMRS over the four-year period from December 31, 2018 to December 31, 2022. The assumptions were adopted in 2023 and first used in the December 31, 2023, actuarial valuation. The post-retirement mortality assumption for Annuity Purchase Rates (APRs) is based on the Mortality Experience Investigation Study covering 2009 through 2011 and dated December 31, 2013. Plan assets are managed on a total return basis with an emphasis on both capital appreciation as well as the production of income to satisfy the short-term and long-term funding needs of TMRS.

The long-term expected rate of return on pension plan investments was determined by best estimate ranges of expected returns for each major asset class. The long-term expected rate of return is determined by weighting the expected return for each major asset class by the respective target asset allocation percentage. The target allocation and best estimates of the expected return for each major asset class in fiscal year 20x2 are summarized in the following table:

Asset Class (Arithmetic)	Target Allocation	Long-Term Expected Net Real Rate of Return
Global Equity	35.0%	6.70%
Core Fixed Income	6.0%	4.70%
Non-Core Fixed Income	20.0%	8.00%
Real estate	12.0%	7.70%
Other Public and Private Markets	12.0%	8.00%
Hedge Funds	5.0%	6.40%
Private equity	10.0%	11.60%
Total	100.0%	

EDINBURG ECONOMIC DEVELOPMENT CORPORATION
NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEAR ENDED SEPTEMBER 30, 2024

X. EMPLOYEE RETIREMENT BENEFIT PLAN (Continued)

Discount Rate

The discount rate used to measure the Total Pension Liability was 6.75%. The projection of cash flows used to determine the discount rate assumed that Member and employer contributions will be made at the rates specified in statute. Based on that assumption, the pension plan's Fiduciary Net Position was projected to be available to make all projected future benefit payments of current active and inactive Members. Therefore, the long-term expected rate of return on pension plan investments was applied to all periods of projected benefit payments to determine the Total Pension Liability.

	Liability (a)	Net Position (b)	Liability (a) - (b)
Net Pension Liability - December 31, 2022	\$ 206,900,197	\$ 158,533,158	\$ 48,367,039
Changes for the year:			
Service Cost	8,482,180	-	8,482,180
Interest (on the Total Pension Liability)	13,986,166	-	13,986,166
Change in benefit terms	-	-	-
Difference between expected and actual experience	754,754	-	754,754
Changes of assumptions	(1,080,357)	-	(1,080,357)
Contributions - employer	-	7,780,694	(7,780,694)
Contributions - employee	-	3,748,438	(3,748,438)
Net investment income	-	18,387,560	(18,387,560)
Benefit payments, including refunds of employee contributions	(7,877,664)	(7,877,664)	-
Administrative expense	-	(116,728)	116,728
Other changes	-	(816)	816
Net Changes	14,265,079	21,921,484	(7,656,405)
Net Pension Liability - December 31, 2023	\$ 221,165,276	\$ 180,454,642	\$ 40,710,634

The amount presented above includes pension liabilities for the City's discretely presented component units. At September 30, 2024, the City's Governmental Activities portion of the net pension obligation was \$30,359,744, and the Business-Type Activities was \$9,444,488, the Boys & Girls Club portion was \$683,285, and the EEDC's portion was \$223,118. The total net pension liability for the Primary Government was \$40,710,635.

EDINBURG ECONOMIC DEVELOPMENT CORPORATION
NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEAR ENDED SEPTEMBER 30, 2024

X. EMPLOYEE RETIREMENT BENEFIT PLAN (Continued)

Sensitivity of the Net Pension Liability to Changes in the Discounted Rate

The following presents the Net Pension Liability of the City, calculated using the discount rate of 6.75%, as well as, what the City's Net Pension Liability would be if it were calculated using a discount rate that is 1-percentage point lower (5.75%) or 1-percentage point higher (7.75%) than the current rate:

	1 % Decrease 5.75%	Current Single Discount Rate Assumption 6.75%	1 % Increase 7.75%
Governmental Activities	\$ 56,566,980	\$ 30,359,744	\$ 9,182,549
Business-Type Activities	17,597,189	9,444,488	2,856,561
Boys & Girls Club	1,273,112	683,285	206,665
Edinburg EDC	415,719	223,118	67,484
Total net pension liability	<u>\$ 75,853,000</u>	<u>\$ 40,710,635</u>	<u>\$ 12,313,259</u>

Pension Expense and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions

For the year ended September 30, 2024, the City, component units, and the Boys and Girls Club recognized a combined pension expense of \$8,972,231. At September 30, 2024, the City reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Difference between expected and actual experience	\$ 4,300,804	\$ -
Changes in actuarial assumptions	14,518	843,955
Difference between projected and actual investment earnings	4,044,262	-
Contributions subsequent to measurement period	6,137,055	-
Total	<u>\$ 14,496,639</u>	<u>\$ 843,955</u>

Of the total deferred outflows relating to the pension plan, \$10,704,374 is reported in Governmental Activities and \$3,474,965 is reported in Business-Type Activities. The Boys and Girls Club's portion is \$250,004, and the remaining \$67,296 pertains to the EEDC.

Of the total deferred inflows relating to the pension plan, \$647,199 is reported in Governmental Activities, and \$177,051 is reported in Business-Type Activities. The Boys and Girls Club's portion is \$13,044, and the remaining \$6,661 pertains to the EEDC.

EDINBURG ECONOMIC DEVELOPMENT CORPORATION
NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEAR ENDED SEPTEMBER 30, 2024

X. EMPLOYEE RETIREMENT BENEFIT PLAN (Continued)

\$6,137,055 reported as deferred outflows of resources related to pensions resulting from contributions subsequent to the measurement date will be recognized as a reduction of the Net Pension Liability for the year ending September 30, 2025. Other amounts reported as deferred outflows and the inflows of resources related to pensions will be recognized in pension expense as follows:

Year Ending September 30,	Net Deferred Outflows (Inflows) of Resources
2025	\$ 2,739,003
2026	2,644,630
2027	3,709,923
2028	(1,577,927)
2029	-
Thereafter	-
Total	<u>\$ 7,515,629</u>

XI. OTHER POST EMPLOYMENT BENEFITS

Plan Description

The EEDC, through the City also participates in the defined benefit group-term life insurance plan operated by the Texas Municipal Retirement System (TMRS) known as the Supplemental Death Benefits Fund (SDBF). The SDBF is considered to be a single-employer plan. The City elected, by ordinance, to provide group-term life insurance coverage to both current and retired employees. The City may terminate coverage under and discontinue participation in the SDBF by adopting an ordinance before November 1 of any year to be effective the following January 1.

Benefits

The death benefit for active employees provides a lump-sum payment approximately equal to the employee's annual salary (calculated based on the employee's actual earnings for the 12-month period preceding the month of death). The death benefit for retirees is considered an other postemployment benefit ("OPEB") and is a fixed amount of \$7,500. As the SDBF covers both active and retiree participants with no segregation of assets, the SDBF is considered to be an unfunded OPEB plan (i.e. no assets are accumulated).

EDINBURG ECONOMIC DEVELOPMENT CORPORATION
NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEAR ENDED SEPTEMBER 30, 2024

XI. OTHER POST EMPLOYMENT BENEFITS (Continued)

Contributions

The EEDC, through the City contributes to the SDBF at a contractually required rate as determined by an annual actuarial valuation. The rate is equal to the cost of providing one-year term life insurance. The funding policy for the SDBF program is to assure that adequate resources are available to meet all death benefit payments for the upcoming year; the intent is not to pre-fund retiree term life insurance during employees' entire careers.

Inactive employees or beneficiaries currently receiving benefits	270
Inactive employees entitled to but not yet receiving benefits	39
Active employees	<u>1,058</u>
Total	<u><u>1,367</u></u>

Accounting Policy

GASB 75 requires employers to recognize the total OPEB liability and the OPEB expense on their financial statements. The OPEB expense recognized each fiscal year is equal to the change in the total OPEB liability from the beginning of the year to the end of the year, adjusted for deferred recognition of certain changes in the liability. An irrevocable trust has not been established that meets the criteria in paragraph 4 of GASB Statements No.75. Therefore, the Plan is not accounted for as a trust fund. The plan does not issue a separate financial report.

Funding Policy

The benefits levels and contribution rate are approved annually by the city management and the City Council as part of the budget process. By the City not contributing anything toward this plan in advance, the City employs a pay-as-you-go method through ensuring the annual retiree contribution are equal to the benefits that are paid on behalf of the retirees. OPEB expenses for the SDBF program as actuarially determined for the city were \$108,836 and \$2,672,235 for the Health Insurance program.

EDINBURG ECONOMIC DEVELOPMENT CORPORATION
NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEAR ENDED SEPTEMBER 30, 2024

XI. OTHER POST EMPLOYMENT BENEFITS (Continued)

Actuarial Methods and Assumptions

Significant methods and assumptions used in the December 31, 2023, actuarial valuation for the SDBF program are as follows:

SDBF Program

Inflation	2.50%
Salary increases	3.60% to 11.50%, including inflation
Discount rate*	3.77%
Retirees' share of benefit-related costs	\$0
Administrative expenses	All administrative expenses are paid through the Pension Trust and accounted for under reporting requirements under GASB Statement No. 68.
Mortality rates- service retirees	2019 Municipal Retirees of Texas Mortality Tables. Male rates are multiplied by 103% and female rates are multiplied by 105%. The rates are projected on a fully generational basis by the most recent Scale MP-2021 (with immediate convergence).
Mortality rates- disabled retirees	2019 Municipal Retirees of Texas Mortality Tables with a 4 year set forward for males and a 3 year set-forward for females. In addition, a 3.5% and 3% minimum mortality rate will be applied to reflect the impairment for younger members who become disabled for males and females, respectively. The rates are projected on a fully generational basis by the most recent Scale MP-2021 (with immediate convergence) to account for future mortality improvements subject to the floor.

*The discount rate was based on the Fidelity Index's "20-year Municipal GO AA Index" rate as of December 31, 2023.

EDINBURG ECONOMIC DEVELOPMENT CORPORATION
NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEAR ENDED SEPTEMBER 30, 2024

XI. OTHER POST EMPLOYMENT BENEFITS (Continued)

Health Insurance Program

Inflation	2.60% per year
Salary Increases	Decreases gradually from 11.85% to 3.60%
Discount Rate:	
Prior Measurement Date	4.87% per year
Measurement Date	4.06% per year
Mortality Table	Pub-2010 General and Public Safety Employees / Retirees Headcount-Weighted Mortality Tables projected fully generationally using scale MP-2021
Health Care Cost Trends	6.75% for 2024 to 2025, decreasing gradually to an ultimate rate of 4.04% by 2075

These assumptions are estimates of future experience with respect to rates of mortality, disability, turnover, retirement, rate or rates of investment income and compensation increases. Actuarial assumptions are generally based on past experience, often modified for projected changes in conditions. Economic assumptions (compensation increases, payroll growth, inflation and investment return) consist of an underlying real rate of return plus an assumption for a long-term average rate of inflation. The actuarial valuation report determines, as of the actuarial valuations date, the service cost, total OPEB liability, and related actuarial present value of projected benefits.

Total OPEB Liability

The total OPEB Liability for the SDBF and Health Insurance Program respectively of \$1,757,899 and \$29,722,812 was determined by an actuarial valuation as of December 31, 2023.

The total OPEB liability and related information are as follows for the city at December 31, 2023:

SDBF Program

Total OPEB Liability - beginning of the year	\$ 1,598,701
Changes for the Year	
Service Cost	69,614
Interest on Total OPEB Liability	65,181
Differences Between Expected and Actual Experience	(18,907)
Changes in Assumptions of Other Inputs	91,504
Benefit Payments **	<u>(48,194)</u>
Net Changes	<u>159,198</u>
Total OPEB Liability - End of Year	<u>\$ 1,757,899</u>

EDINBURG ECONOMIC DEVELOPMENT CORPORATION
NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEAR ENDED SEPTEMBER 30, 2024

XI. OTHER POST EMPLOYMENT BENEFITS (Continued)

	Total Pension Liability (a)	Plan Fiduciary Net Position (b)	Net Pension Liability Liability (a) - (b)
Net OPEB Liability - December 31, 2022	\$ 25,179,938	\$ -	\$ 25,179,938
Changes for the year:			
Service Cost	1,396,246	-	1,396,246
Interest (on the Total OPEB Liability)	1,268,358	-	1,268,358
Difference between expected and actual experience	373,925	-	373,925
Changes of assumptions	2,580,877	-	2,580,877
Contributions - employer	-	1,076,532	(1,076,532)
Benefit payments, including refunds of employee contributions	(1,076,532)	(1,076,532)	-
Net Changes	4,542,874	-	4,542,874
Net OPEB Liability - December 31, 2023	\$ 29,722,812	\$ -	\$ 29,722,812

OPEB Expense and Deferred Outflows of Resources Related to OPEBs

For the year ended September 30, 2024, the city recognized OPEB expenses of \$108,836 for the SDBF Program and \$2,672,235 for the Health Insurance program.

SDBF Program

OPEB Expense:	
Service cost	\$ 69,614
Interest on total OPEB liability	65,181
Recognition of deferred outflows/inflows of resources:	
Differences between expected and actual experience	(13,156)
Changes in assumptions or other inputs ¹	(12,803)
Total OPEB expense	<u>\$ 108,836</u>

1. Generally, this will only be the annual change in the municipal bond index rate.

The city shall include contributions made subsequent to the measurement date through the City's fiscal year end as deferred outflows resources.

EDINBURG ECONOMIC DEVELOPMENT CORPORATION
NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEAR ENDED SEPTEMBER 30, 2024

XI. OTHER POST EMPLOYMENT BENEFITS (Continued)

Other amounts reported as deferred outflows related to OPEB will be recognized in OPEB expense as follows:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Difference between expected and actual experience - OPEB Health	\$ 815,940	\$ 1,448,355
Difference between expected and actual experience - OPEB Death	28,781	70,306
Changes in assumptions and other inputs - OPEB Health	3,981,002	4,052,908
Changes in assumptions and other inputs - OPEB Death	356,951	665,618
Contributions subsequent to measurement period - OPEB Death	107,378	-
Total	<u>\$ 5,290,052</u>	<u>\$ 6,237,187</u>

Sensitivity of the Total OPEB Liability to changes in the Discount Rate

The following presents the total OPEB liability of the City, calculated using the discount rate of 3.77%, as well as what the City's total OPEB liability would have been if it were calculated using a discount rate that is 1 percentage point lower (2.77%) or 1 percentage point higher (4.77%) than the current rate.

SDBF Program

1% Decrease 2.77%	Current Discount Rate 3.77%	1% Increase 4.77%
\$2,131,565	\$1,757,899	\$1,470,666

Health Insurance Program

The following presents the total OPEB liability of the City, calculated using the discount rate of 4.06%, as well as what the City's total OPEB liability would have been if it were calculated using a discount rate that is 1 percentage point lower (3.06%) or 1 percentage point higher (5.06%) than the current rate. In addition, the OPEB liability of the City is calculated using the current healthcare cost trend, as well as what the City's total OPEB Liability would have been if it were calculated using a healthcare cost trend as 1 percentage point lower and 1 percentage point higher.

Healthcare Cost Trend	Discount Rate		
	1% Increase (5.06%)	Current (4.06%)	1% Decrease (4.06%)
1% Decrease		\$ 26,135,532	
Current	\$ 26,980,230	\$ 29,722,812	\$ 32,758,367
1% Increase		\$ 34,021,546	

The City's contributions to the TMRS SDBF for the year ended 2024 was \$145,198 which equaled the required contributions.

EDINBURG ECONOMIC DEVELOPMENT CORPORATION
NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEAR ENDED SEPTEMBER 30, 2024

XI. OTHER POST EMPLOYMENT BENEFITS (Continued)

Schedule of Contributions (retiree-only portion of the rate, for OPEB)

Plan/Calendar Year	Total SDB Contribution (Rate)	Retiree Portion of SDB Contribution (Rate)
2020	0.15%	0.03%
2021	0.17%	0.09%
2022	0.17%	0.09%
2023	0.25%	0.09%
2024	0.26%	0.09%

XII. RISK MANAGEMENT

The EEDC maintains insurance for all business and government functions of which it may be liable for claims, through the City of Edinburg, Texas. The more significant of these include general liability insurance, property insurance covering the EEDC's industrial park buildings and structures, and the Director and Board of Directors. City personnel who served as administrators for the EEDC were covered by a fully insured health insurance plan provided by the City of Edinburg. There have been no significant reductions in insurance coverage.

XIII. TAX INCREMENT REINVESTMENT ZONE

In 1997, the City Council approved Ordinance No. 1915 which created a tax increment reinvestment zone pursuant to Chapter 311 of the Texas Code. This was originally designated as Reinvestment Zone Number One, City of Edinburg, Texas (1997 Zone). However, no public or private improvements were made to the 1997 Zone and expected development never materialized. Therefore, on November 18, 2008, an ordinance was passed terminating the 1997 zone. However, the new zone established in 2007 (TIRZ #1 described below) was inadvertently named Reinvestment Zone Number One, City of Edinburg, Texas. Since the 1997 Zone was terminated, there was no need to change the name of the 2007 tax increment zone. There is no Tax Increment Zone Number Two. Reinvestment Zone Number One, City of Edinburg, Texas (TIRZ #1) is a reinvestment zone created by the City of Edinburg, pursuant to the Tax Increment Financing Act, Chapter 311, Texas Tax Code. Creation of the tax increment zone along with an economic development agreement between the City of Edinburg, Hidalgo County, the Edinburg Economic Development Corporation, the City of Edinburg Local Government Finance Corporation, and the developer, allowed for property tax increment funding to support development activities relating to the development of a retail shopping center containing approximately 800,000 square feet in multiple buildings. On March 16, 2015, the development agreement with First Harford Realty Corporation dated February 20, 2007 and subsequently amended on August 16 and November 15, 2011 was cancelled. All work under the agreement had been performed by the developer and the City desired to use TIRZ #1 to help finance the repayment of debt issued for the construction Reinvestment Zone Number Four, City of Edinburg, Texas of a new municipal facility in (TIRZ #4).

EDINBURG ECONOMIC DEVELOPMENT CORPORATION
NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEAR ENDED SEPTEMBER 30, 2024

XIII. TAX INCREMENT REINVESTMENT ZONE (Continued)

TIRZ #4 is a reinvestment zone created by the City of Edinburg, pursuant to the Tax Increment Financing Act, Chapter 311, Texas Tax Code. The zone was created on November 19, 2013. Creation of the tax increment zone allows for property tax increment funding to TIRZ #4 to support financing of costs associated with the construction of public improvements related to several possible development and redevelopment projects, including the construction of a municipal facility.

On March 1, 2015, an agreement was entered into between the City, the Local Government Finance Corporation (LGFC), TIRZ # 1, TIRZ #4, and the EEDC. Under the terms of the agreement, the LGFC will aid in the financing, constructing, furnishing, and owning of an indoor multipurpose event center. The LGFC will be the landlord and lease the municipal facility to Vipers Arena, LLC as further described in the Lease and Development Agreement. In connection with this agreement, the LGFC issued bonds to finance the construction.

Under the terms of the agreement, the developer was responsible for half of the construction costs of the municipal facility and any cost overruns. The zone will terminate on December 31, 2045, unless otherwise terminated earlier as a result of payment in full of all project costs or tax increment bonds, if issued. The zone is managed by the City of Edinburg Local Government Finance Corporation, which is presented as a blended component unit of the City.

Under the developer agreement, the City was required to provide a Chapter 380 Grant Reimbursement equal to the difference between \$8,000,000 and the public infrastructure reimbursement. This was being paid from the City's dedicated 1% sales tax revenues within TIRZ #1 and TIRZ #4. The remaining amount due to the developer under the agreement was \$1,575,266. In addition, the EEDC owed a remaining balance of \$1,975,684, for a total amount of \$3,547,950. Under the agreement to terminate the economic development agreement, both the City and the EEDC agreed to pay off these balances. In return, the developer would release both the City and the EEDC from future obligations under the agreement. The amount needed to pay off this balance was provided by a contribution from the Vipers Arena, LLC. Tax increment revenues received by the City of Edinburg are deposited into a separate bank account designated for the tax increment reinvestment zone and transferred to the City of Edinburg Local Government Finance Corporation for the purpose of discharging obligations arising out of Public Infrastructure Bonds issued for which tax increment revenues have been pledged. Other than the City of Edinburg and Hidalgo County, no other taxing jurisdictions are participating. At the expiration of the term of the tax increment zone, any remaining tax increment revenues will be distributed into the general fund of the City in proportion to its contributions to the zone for the tax year most recently ended. TIRZ #1 and TIRZ#4 are managed by the City of Edinburg Local Government Finance Corporation, which is presented as a blended component unit of the City.

EDINBURG ECONOMIC DEVELOPMENT CORPORATION
NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEAR ENDED SEPTEMBER 30, 2024

XIV. RELATED PARTY TRANSACTIONS

The City of Edinburg provides administrative services to EEDC. Administrative fees for the year ended September 30, 2024 totaled \$500,000. Additionally, the EEDC committed proceeds from its 2019, 2021A and 2021B bonds for projects that will be contributed to the City as incentives. As of the year ended September 30, 2024, EEDC had paid \$8,007,496 related to the projects, which were completed before year end.

The EEDC has a receivable for sales tax revenue sharing from the City of Edinburg. The receivable balance as of September 30, 2024 was \$1,532,561 and a payable to the City of \$10,878.

EEDC entered into a contract for technical assistance with the University of Texas – Rio Grande Valley Office of Center Operations and Community Services. An officer of the University is a member of the Board of Directors of EEDC. Consulting fees for the year ended September 30, 2024 totaled \$15,000.

XV. EXPENDITURES EXCEEDING APPROPRIATIONS

For fiscal year ended September 30, 2024 expenditures exceeded budget in the General Fund in the following:

Function	Amount
Economic Development Assistance	\$ 853,461
Bad Debt Expense	786,515
Debt Service	38,369
Total	\$ 1,678,345

XVI. LITIGATION

Although EEDC is a party in two pending lawsuits, EEDC's administration believes the outcome of these proceedings, if not favorable to the EEDC, will not materially affect the EEDC's financial position and therefore no allowance have been made.

XVII. COMMITMENTS

Commitments as of September 30, 2024 consists of:

	Beneficiary	Committed	Expended to Date	Remaining Commitment
Incentives				
Workforce Resource Center	EEDC	\$ 1,854,828	\$ -	\$ 1,854,828
El Tule Recreation Center	City of Edinburg	4,974,310	4,974,310	-
Municipal Water Park	City of Edinburg	1,000,000	1,000,000	-
ACE Center	City of Edinburg	7,000,000	7,000,000	-
Parking Garage	City of Edinburg	2,000,000	-	2,000,000
Total Commitments		\$ 16,829,138	\$ 12,974,310	\$ 3,854,828

EDINBURG ECONOMIC DEVELOPMENT CORPORATION
NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEAR ENDED SEPTEMBER 30, 2024

XVIII. SUBSEQUENT EVENTS

The EEDC has evaluated all events through March 25, 2025, the financial statement issuance date.

Over the last few months, and in the fiscal year ending September 30, 2024, the EEDC has entered into agreements with the City of Edinburg for some projects that will have a significant impact on EEDC's cash position by end of the fiscal year. The funds for the projects of interest are from the EEDC's operating funds.

Additionally, the EEDC is in negotiations with several potential buyers of land at North Industrial Park that would generate approximately \$3,600,000 in revenues and EEDC is considering purchasing other land to develop an additional industrial park.

Several of the projects that had been budgeted in past fiscal years, but not funded due to slower than expected development of the projects are now on a fast track as they are under construction on close to completion. These projects will require that EEDC pay approximately \$575,000 in grant funds to the developers in FY 24-25.

Administrative costs and marketing expenditures are expected to ramp up towards the end of the fiscal year ending September 30, 2025 as more personnel are hired, more activities undertaken, and completion of the new office space finish out is also expected.

End of Notes.

EDINBURG ECONOMIC DEVELOPMENT CORPORATION
SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
BUDGET AND ACTUAL - GENERAL FUND
FOR THE YEAR ENDED SEPTEMBER 30, 2024

	Budgeted Amounts		Actual Amounts (GAAP BASIS)	Variance With Final Budget Positive or (Negative)
	Original	Final		
REVENUES				
General Sales Taxes	\$ 9,725,676	\$ 9,500,000	\$ 9,482,866	\$ (17,134)
Investment Earnings	100,000	100,000	673,360	573,360
Note Receivable Interest Revenue	-	-	786,515	786,515
Other Revenue	-	12,500	14,533	2,033
Total Revenues	<u>9,825,676</u>	<u>9,612,500</u>	<u>10,957,274</u>	<u>1,344,774</u>
EXPENDITURES				
Conservation and Development:				
Economic Development and Assistance	3,496,530	3,872,539	4,726,000	(853,461)
Bad Debt Expense	-	-	786,515	(786,515)
Debt Service:				
Principal on Debt	1,640,000	1,640,000	1,660,860	(20,860)
Interest on Debt	1,037,974	1,037,974	1,049,814	(11,840)
Other Debt Charges	-	-	5,669	(5,669)
Capital Outlay:				
Capital Outlay	7,641,172	7,519,834	-	7,519,834
Total Expenditures	<u>13,815,676</u>	<u>14,070,347</u>	<u>8,228,858</u>	<u>5,841,489</u>
Excess (Deficiency) of Revenues Over (Under) Expenditures	<u>(3,990,000)</u>	<u>(4,457,847)</u>	<u>2,728,416</u>	<u>7,186,263</u>
OTHER FINANCING SOURCES (USES)				
Capital Contributions	-	(21,107,022)	(11,850,000)	9,257,022
Sale of Real and Personal Property	2,190,000	1,787,850	1,750,770	(37,080)
Right-to-Use Lease and SBITA Proceeds	-	-	15,117	15,117
Other	-	-	(15,193)	(15,193)
Total Other Financing Sources (Uses)	<u>2,190,000</u>	<u>(19,319,172)</u>	<u>(10,099,306)</u>	<u>9,219,866</u>
Net Change in Fund Balance	(1,800,000)	(23,777,019)	(7,370,890)	16,406,129
Fund Balance - October 1 (Beginning)	<u>48,241,848</u>	<u>48,241,848</u>	<u>48,241,848</u>	<u>-</u>
Fund Balance - September 30 (Ending)	<u>\$ 46,441,848</u>	<u>\$ 24,464,829</u>	<u>\$ 40,870,958</u>	<u>\$ 16,406,129</u>

EDINBURG ECONOMIC DEVELOPMENT CORPORATION
SCHEDULE OF CHANGES IN NET PENSION LIABILITY AND RELATED RATIOS
AS REPORTED BY THE CITY OF EDINBURG, WHICH INCLUDES THE EEDC
TEXAS MUNICIPAL RETIREMENT SYSTEM
FOR THE YEAR ENDED SEPTEMBER 30, 2024

	FY 2024 Plan Year 2023	FY 2023 Plan Year 2022	FY 2022 Plan Year 2021	FY 2021 Plan Year 2020
A. Total Pension Liability				
Service Cost	\$ 8,482,180	\$ 7,924,131	\$ 7,055,662	\$ 6,569,509
Interest (on the Total Pension Liability)	13,986,166	12,787,769	11,698,505	10,828,811
Difference Between Expected and Actual Experience	754,754	3,988,085	3,130,005	960,974
Change of Assumptions	(1,080,357)	-	-	-
Benefit Payments, Including Refunds of Employee Contributions	(7,877,664)	(6,572,314)	(5,789,996)	(5,646,042)
Net Change in Total Pension Liability	14,265,079	18,127,671	16,094,176	12,713,252
Total Pension Liability - Beginning	206,900,197	188,772,526	172,678,350	159,965,098
Total Pension Liability - Ending	<u>\$ 221,165,276</u>	<u>\$ 206,900,197</u>	<u>\$ 188,772,526</u>	<u>\$ 172,678,350</u>
B. Plan Fiduciary Net Position				
Contributions - Employer	\$ 7,780,692	\$ 7,256,687	\$ 6,466,214	\$ 6,003,536
Contributions - Employee	3,748,438	3,512,914	3,125,926	2,934,688
Net Investment Income	18,387,560	(12,170,826)	18,793,124	9,938,942
Benefit Payments, Including Refunds of Employee Contributions	(7,877,662)	(6,572,314)	(5,789,996)	(5,646,042)
Administrative Expense	(116,728)	(105,164)	(86,846)	(64,251)
Other	(816)	125,492	595	(2,507)
Net Change in Plan Fiduciary Net Position	21,921,484	(7,953,211)	22,509,017	13,164,366
Plan Fiduciary Net Position-Beginning	158,533,158	166,486,369	143,977,352	130,812,986
Plan Fiduciary Net Position-Ending	<u>\$ 180,454,642</u>	<u>\$ 158,533,158</u>	<u>\$ 166,486,369</u>	<u>\$ 143,977,352</u>
C. Net Pension Liability	<u>\$ 40,710,634</u>	<u>\$ 48,367,039</u>	<u>\$ 22,286,157</u>	<u>\$ 28,700,998</u>
D. Plan Fiduciary Net Position as a Percentage of the Total Pension Liability	81.59%	76.62%	88.19%	83.38%
E. Covered Payroll	\$ 53,549,119	\$ 50,184,488	\$ 44,656,087	\$ 41,924,117
F. Net Pension Liability as a Percentage of Covered Payroll	76.02%	96.38%	49.91%	68.46%

Note: The information in this schedule has been determined at the measurement date (December 31) of the City's net pension liability and is intended to show information for 10 years.

FY 2020 Plan Year 2019	FY 2019 Plan Year 2018	FY 2018 Plan Year 2017	FY 2017 Plan Year 2016	FY 2016 Plan Year 2015	FY 2015 Plan Year 2014
\$ 6,001,648	\$ 5,451,177	\$ 5,271,339	\$ 4,897,533	\$ 4,465,697	\$ 3,905,080
10,025,754	9,496,321	8,778,659	8,221,195	7,952,761	7,415,662
588,622	(1,994,144)	1,028,193	(1,032,455)	(237,828)	(554,280)
674,533	-	-	-	(377,240)	-
(5,708,662)	(5,061,598)	(4,010,576)	(4,018,322)	(3,651,078)	(3,096,759)
11,581,895	7,891,756	11,067,615	8,067,951	8,152,312	7,669,703
148,383,203	140,491,447	129,423,832	121,355,881	113,203,569	105,533,866
<u>\$ 159,965,098</u>	<u>\$ 148,383,203</u>	<u>\$ 140,491,447</u>	<u>\$ 129,423,832</u>	<u>\$ 121,355,881</u>	<u>\$ 113,203,569</u>
\$ 5,499,792	\$ 5,075,953	\$ 5,094,161	\$ 4,621,389	\$ 4,444,421	\$ 3,999,261
2,681,017	2,477,808	2,401,271	2,222,723	2,127,970	1,968,692
17,217,376	(3,362,715)	13,244,540	5,874,570	123,828	4,388,353
(5,708,662)	(5,061,598)	(4,010,576)	(4,018,322)	(3,651,078)	(3,096,759)
(97,159)	(64,934)	(68,598)	(66,307)	(75,414)	(45,809)
(2,919)	(3,393)	(3,476)	(3,572)	(3,725)	(3,766)
19,589,445	(938,879)	16,657,322	8,630,481	2,966,002	7,209,972
111,223,541	112,162,420	95,505,098	86,874,617	83,908,615	76,698,643
<u>\$ 130,812,986</u>	<u>\$ 111,223,541</u>	<u>\$ 112,162,420</u>	<u>\$ 95,505,098</u>	<u>\$ 86,874,617</u>	<u>\$ 83,908,615</u>
<u>\$ 29,152,112</u>	<u>\$ 37,159,662</u>	<u>\$ 28,329,027</u>	<u>\$ 33,918,734</u>	<u>\$ 34,481,264</u>	<u>\$ 29,294,954</u>
81.78%	74.96%	79.84%	73.79%	71.59%	74.12%
\$ 38,300,244	\$ 35,397,255	\$ 34,296,282	\$ 31,740,329	\$ 30,399,572	\$ 28,124,170
76.11%	104.98%	82.60%	106.86%	113.43%	104.16%

EDINBURG ECONOMIC DEVELOPMENT CORPORATION
SCHEDULE OF CONTRIBUTIONS
AS REPORTED BY THE CITY OF EDINBURG, WHICH INCLUDES THE EEDC
TEXAS MUNICIPAL RETIREMENT SYSTEM
FOR YEAR ENDED SEPTEMBER 30, 2024

	2024	2023	2022	2021
Actuarially Determined Contribution	\$ 8,335,170	\$ 7,551,647	\$ 6,466,214	\$ 6,003,536
Contributions in Relation to the Actuarially Determined contribution	8,335,170	7,551,647	6,466,214	6,003,536
Contribution Deficiency (Excess)	\$ -	\$ -	\$ -	\$ -
Covered Payroll	\$ 56,427,275	\$ 52,038,413	\$ 44,656,087	\$ 41,924,117
Contributions as a Percentage of Covered Payroll	14.77%	14.51%	14.48%	14.32%

Note: GASB Codification, Vol. 2, P20.146 requires that the data in this schedule be presented as of the governmental entity's respective fiscal years as opposed to the time periods covered by the measurement dates ending December 31 for the respective fiscal years.

Notes to Schedule of Contributions

Valuation Date:	Actuarially determined contribution rates are calculated as of December 31, and become effective in January 13 months later.
<u>Methods and Assumptions Used to Determine Contribution Rates:</u>	
Actuarial Cost Method	Entry Age Normal
Amortization Method	Level Percentage of Payroll, Closed
Remaining Amortization Period	22 Years (longest amortization ladder)
Asset Valuation Method	10 Year smoother maket; 12% soft corridor
Inflation	2.50%
Salary Increases	3.60% to 11.85% including inflation
Investment Rate of Return	6.75%
Retirement Age	Experience-based table of rates that vary by age. Last updated for the 2023 valuation pursuant to an experience study of the period ending 2022. Post-retirement: 2019 Municipal Retirees of Texas Mortality Tables. Male rates are multiplied by 103% and female rates are multiplied by 105%. The rates are projected on a fully generational basis by the most recent Scale MP-2021 (with immediate convergence). Pre-retirement: PUB(10) mortality tables, with the 110% of the Public Safety table used for males and the 100% of the General Employee table used for females. The rates are projected on a fully generational basis by the most recent Scale MP-2021 (with immediate convergence).
Mortality	
Other Information:	There were no benefit changes during the year.

2020	2019	2018	2017	2016	2015
\$ 5,499,792	\$ 5,075,953	\$ 5,094,161	\$ 4,621,389	\$ 4,586,475	\$ 4,351,814
5,499,792	5,075,953	5,094,161	4,621,389	4,586,475	4,351,814
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ 40,178,654	\$ 35,397,255	\$ 34,296,282	\$ 31,740,329	\$ 30,399,572	\$ 28,124,170
13.69%	14.34%	14.85%	14.56%	15.09%	15.47%

EDINBURG ECONOMIC DEVELOPMENT CORPORATION
SCHEDULE OF CHANGES IN THE TOTAL OPEB LIABILITY AND RELATED RATIOS
AS REPORTED BY THE CITY OF EDINBURG, WHICH INCLUDES THE EEDC
POST RETIREMENT SUPPLEMENTAL DEATH BENEFITS
TEXAS MUNICIPAL RETIREMENT SYSTEM
FOR THE YEAR ENDED SEPTEMBER 30, 2024

	FY 2024 Plan Year 2023	FY 2023 Plan Year 2022	FY 2022 Plan Year 2021	FY 2021 Plan Year 2020
Total OPEB Liability				
Service Cost	\$ 69,614	\$ 125,461	\$ 107,175	\$ 96,425
Interest on the Total OPEB Liability	65,181	44,021	44,760	49,704
Changes of Benefit Terms	-	-	-	-
Difference Between Expected and Actual Experience	(18,907)	33,577	(43,731)	(26,207)
Change of Assumptions	91,504	(911,515)	79,821	331,664
Benefit Payments, Including Refunds of Employee Contributions*	(48,194)	(45,166)	(40,190)	(12,577)
Net Change in Total OPEB Liability	159,198	(753,622)	147,835	439,009
Total OPEB Liability - Beginning	1,598,701	2,352,323	2,204,488	1,765,479
Total OPEB Liability - Ending	<u>\$ 1,757,899</u>	<u>\$ 1,598,701</u>	<u>\$ 2,352,323</u>	<u>\$ 2,204,488</u>
Covered Payroll	\$ 53,549,119	\$ 50,184,488	\$ 44,656,087	\$ 41,924,117
Total OPEB Liability as a Percentage of Covered Payroll	3.28%	3.19%	5.27%	5.26%

*The Supplemental Death Benefit Fund is considered to be an unfunded OPEB plan under GASB 75. Because of this benefit payments are treated as being equal to the employer's yearly contributions for retirees.

Note: GASB Codification, Vol. 2, P52.139 states that the information on this schedule should be determined as of the measurement date of the plan.

As required by GASB 75, this schedule will be built prospectively as the information becomes available until 10 years of information is presented.

FY 2020 Plan Year 2019	FY 2019 Plan Year 2018	FY 2018 Plan Year 2017
\$ 57,450	\$ 63,715	\$ 51,444
53,368	47,160	45,625
-	-	-
(64,335)	29,186	-
314,963	(112,151)	125,031
(11,490)	(10,619)	(10,289)
349,956	17,291	211,811
1,415,523	1,398,232	1,186,421
<u>\$ 1,765,479</u>	<u>\$ 1,415,523</u>	<u>\$ 1,398,232</u>
\$ 38,300,244	\$ 35,397,255	\$ 34,296,282
4.61%	4.00%	4.08%

EDINBURG ECONOMIC DEVELOPMENT CORPORATION
SCHEDULE OF CHANGES IN THE TOTAL OPEB LIABILITY AND RELATED RATIOS
AS REPORTED BY THE CITY OF EDINBURG, WHICH INCLUDES THE EEDC
POST-RETIREMENT MEDICAL PLAN
TEXAS MUNICIPAL RETIREMENT SYSTEM
FOR THE YEAR ENDED SEPTEMBER 30, 2024

	FY 2024 Plan Year 2023	FY 2023 Plan Year 2022	FY 2022 Plan Year 2021	FY 2021 Plan Year 2020
Total OPEB Liability				
Service Cost	\$ 1,396,246	\$ 1,368,317	\$ 2,086,690	\$ 2,023,214
Interest on the Total OPEB Liability	1,268,358	1,174,953	672,095	659,614
Changes of Benefit Terms	-	-	-	-
Difference Between Expected and Actual Experience	373,925	93,316	(1,786,737)	(663,288)
Change of Assumptions	2,580,877	(247,170)	(5,979,817)	173,777
Benefit Payments	(1,076,532)	(935,717)	(874,443)	(812,433)
Net Change in Total OPEB Liability	4,542,874	1,453,699	(5,882,212)	1,380,884
Total OPEB Liability - Beginning	25,179,938	23,726,239	29,608,451	28,227,567
Total OPEB Liability - Ending	<u>\$ 29,722,812</u>	<u>\$ 25,179,938</u>	<u>\$ 23,726,239</u>	<u>\$ 29,608,451</u>
Plan Fiduciary Net Position				
Contributions - Employer	\$ 1,076,532	\$ 935,717	\$ 874,443	\$ 812,433
Contributions - Employee	-	-	-	-
Net Investment Income	-	-	-	-
Benefit Payments	(1,076,532)	(935,717)	(874,443)	(812,433)
Administrative Expense	-	-	-	-
Other	-	-	-	-
Net Change in Plan Fiduciary Net Position	-	-	-	-
Plan Fiduciary Net Position - Beginning	-	-	-	-
Plan Fiduciary Net Position - Ending	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
Net OPEB Liability - Ending	\$ 29,722,812	\$ 25,179,938	\$ 23,726,239	\$ 29,608,451
Plan Fiduciary Net Position as a Percentage of the Total OPEB Liability	0.00%	0.00%	0.00%	0.00%
Covered Payroll	\$ 50,685,621	\$ 46,069,139	\$ 43,107,343	\$ 38,052,277
Total OPEB Liability as a Percentage of Covered Payroll	58.64%	54.66%	55.04%	77.81%

Note: GASB Codification, Vol. 2, P52.139 states that the information on this schedule should be determined as of the measurement date of the plan.

As required by GASB 75, this schedule will be built prospectively as the information becomes available until 10 years of information is presented.

FY 2020 Plan Year 2019	FY 2019 Plan Year 2018	FY 2018 Plan Year 2017
\$ 1,500,352	\$ 1,069,819	\$ 1,149,843
654,448	826,562	715,606
-	-	-
1,079,257	56,192	-
2,243,038	3,178,838	(1,041,173)
(700,345)	(762,157)	(607,647)
4,776,750	4,369,254	216,629
23,450,817	19,081,563	18,864,934
<u>\$ 28,227,567</u>	<u>\$ 23,450,817</u>	<u>\$ 19,081,563</u>
\$ 700,345	\$ 762,157	\$ 607,647
-	-	-
-	-	-
(700,345)	(762,157)	(607,647)
-	-	-
-	-	-
-	-	-
<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
\$ 28,227,567	\$ 23,450,817	\$ 19,081,563
0.00%	0.00%	0.00%
\$ 35,377,683	\$ 29,675,741	\$ 29,675,741
79.79%	79.02%	64.30%



Cascos & Associates, PC

Certified Public Accountants
Audit/Accounting/Tax/Consulting

INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS

To the Board of Directors of the
Edinburg Economic Development Corporation
Edinburg, Texas

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities and each major fund Edinburg Economic Development Corporation (the "EEDC"), as of and for the year ended September 30, 2024, and the related notes to the financial statements, which collectively comprise the EEDC's basic financial statements, and have issued our report thereon dated March 25, 2025.

Report on Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered the EEDC's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the EEDC's internal control. Accordingly, we do not express an opinion on the effectiveness of EEDC's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements, on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or, significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that were not identified.

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether the EEDC's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of This Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Cascos & Associates, PC

Cascos & Associates, PC
Brownsville, Texas
March 25, 2025

EDINBURG ECONOMIC DEVELOPMENT CORPORATION
SCHEDULE OF AUDIT FINDINGS
FOR THE YEAR ENDED SEPTEMBER 30, 2024

None.

EDINBURG ECONOMIC DEVELOPMENT CORPORATION
SCHEDULE OF PRIOR AUDIT FINDINGS
FOR THE YEAR ENDED SEPTEMBER 30, 2024

Finding 2023-001

Public Funds Investment Act (Significant Deficiency)

Criteria and Condition:

Under Public Funds Investment Act (Government Code Chapter 2256) provides public entities in Texas with specific parameters related to the administration of investments. These parameters include a requirement for the entity's governing body to review and approve the entity's investment policy and investment strategies not less than annually, sets forth training requirements for the entity's investment officers, and requires the investment officers to prepare and submit to the governing body an investment report not less than quarterly. We noted EEDC did not have an investment policy in place for the fiscal year ended September 30, 2023. No evidence could be provided to support that investment officers had undergone the required training nor that the required investment reports were provided to the governing body on a quarterly basis.

Current Year Status:

Item was corrected.

Finding 2023-002

Disaster Recovery Plan (Significant Deficiency)

Criteria and Condition:

A disaster recovery plan is critical as it provides a framework for establishing efficient and effective restoration of systems and mitigates the risk of data loss in the event of system disruption or disaster. The EEDC's IT systems are overseen by the City. The City and EEDC do not have a formal disaster recovery plan in place.

Current Year Status:

Item was corrected.

Finding 2023-003

Fiscal Year-End Closing Process (Significant Deficiency)

Criteria and Condition:

The fiscal year-end closing process should be completed within a reasonable time after the end of the fiscal year, ideally no later than 2 months after the end of the entity's fiscal year-end. An auditable trial balance was not provided to us to begin our audit until February 9, 2024, or approximately 4 months after the EEDC's fiscal year end.

Current Year Status:

Item was corrected.



CITY OF EDINBURG - CITY COUNCIL

Meeting Date: April 1, 2025

PETITION

Agenda Item No: 8.A.

Petition for Voluntary Annexation- Rosa B. Barrera and Ediel I. Barrera.

1. Agenda Item:

Consider the Petition Providing for the Voluntary Annexation of a 4.99 Acre Tract of Land out of Section 235, Lot 9 of Texas Mexican Railway Company Survey, According to the Map Recorded in Volume 1, Page 12, Map Records of Hidalgo County, Texas, located at 3825 West Rogers Road, as Requested by Rosa B. Barrera and Ediel I. Barrera. [Jaime Acevedo, Director of Planning & Zoning]

2. Description:

The property owner for the subject tract of land has filed a petition for Voluntary Annexation. The 4.99 acre tract is currently a vacant piece of property. The proposed development is located south of West Rogers Road and approximately 662 feet west of North Mon Mack Road. Water Services will be provided by Sharyland Water Supply Corporation CCN and is within the City of Edinburg Sanitary Sewer CCN. Once annexed into the City Limits, services from Code Enforcement, Planning and Zoning, Engineering, Fire, Police, Solid Waste and other City Departments will be provided.

The City has received a Preliminary Plat application for Villas on Rogers Subdivision on February 17, 2025 at the subject property for a single-family residential development.

Annexation of this property is being undertaken in accordance with the provisions of the Texas Local Government Code, Chapter 43 and the City Charter. Should the petition be approved, final approval of the annexation will be scheduled for consideration by City Council on April 15, 2025.

Based on the preceding provision, the City Council may act on the proposed petition and adopt an ordinance annexing the property at the April 15, 2025, meeting.

3. Staff's Recommendation:

Staff recommends for the City Council to accept the Petition for the Voluntary Annexation of a 4.99 Acre Tract of Land out of Section 235, Lot 9 of Texas Mexican Railway Company Survey, According to the Map recorded in Volume 1, Page 12, Map Records of Hidalgo County, Texas. The proposed Voluntary Annexation Petition falls in line with the City's Comprehensive Plan and allows the City to plan for appropriate and responsible land use within Edinburg City Limits and its Extraterritorial Jurisdiction.

Reviewed by:

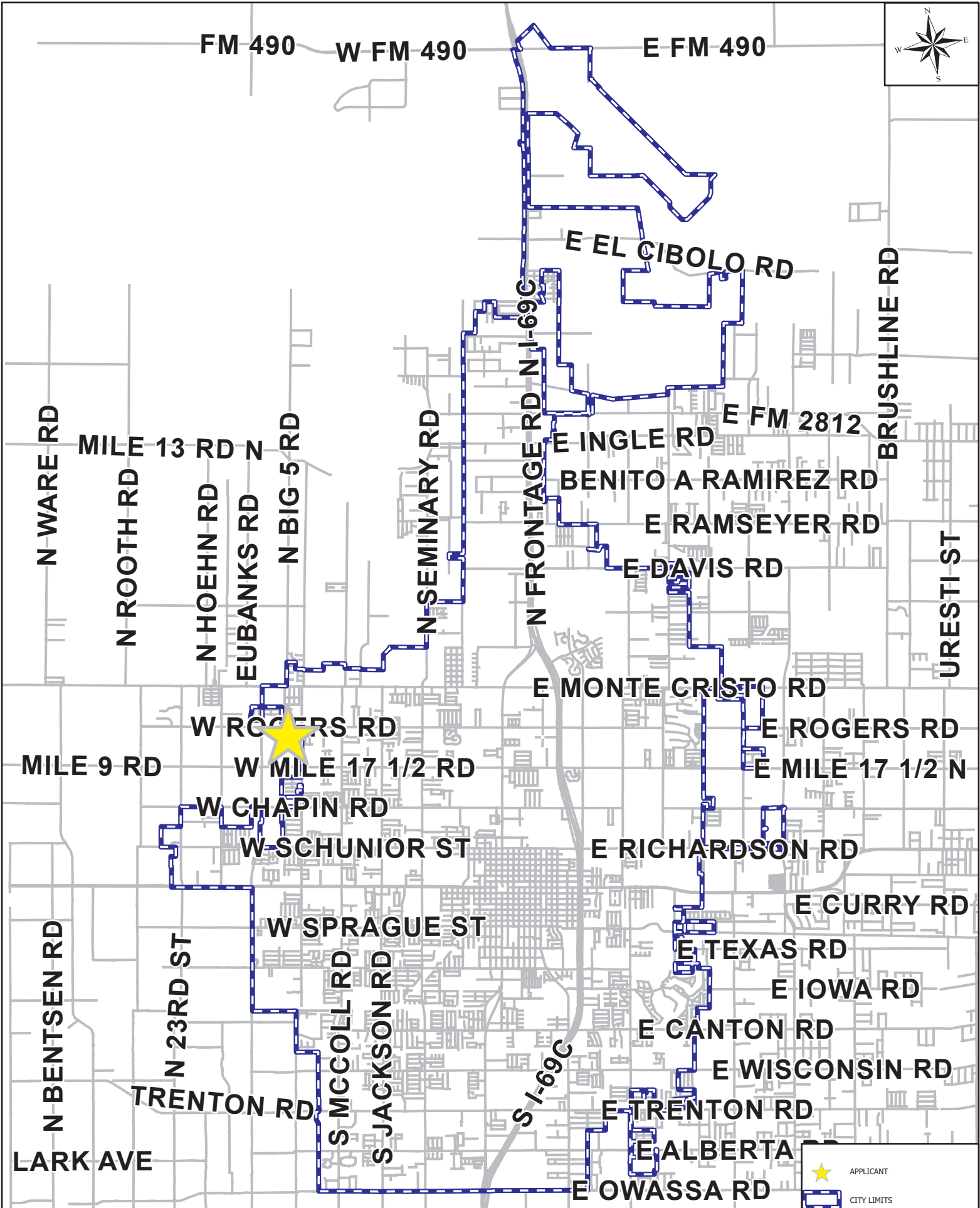
Jaime Acevedo, Director of Planning and Zoning
Jesus Saenz, Assistant City Manager

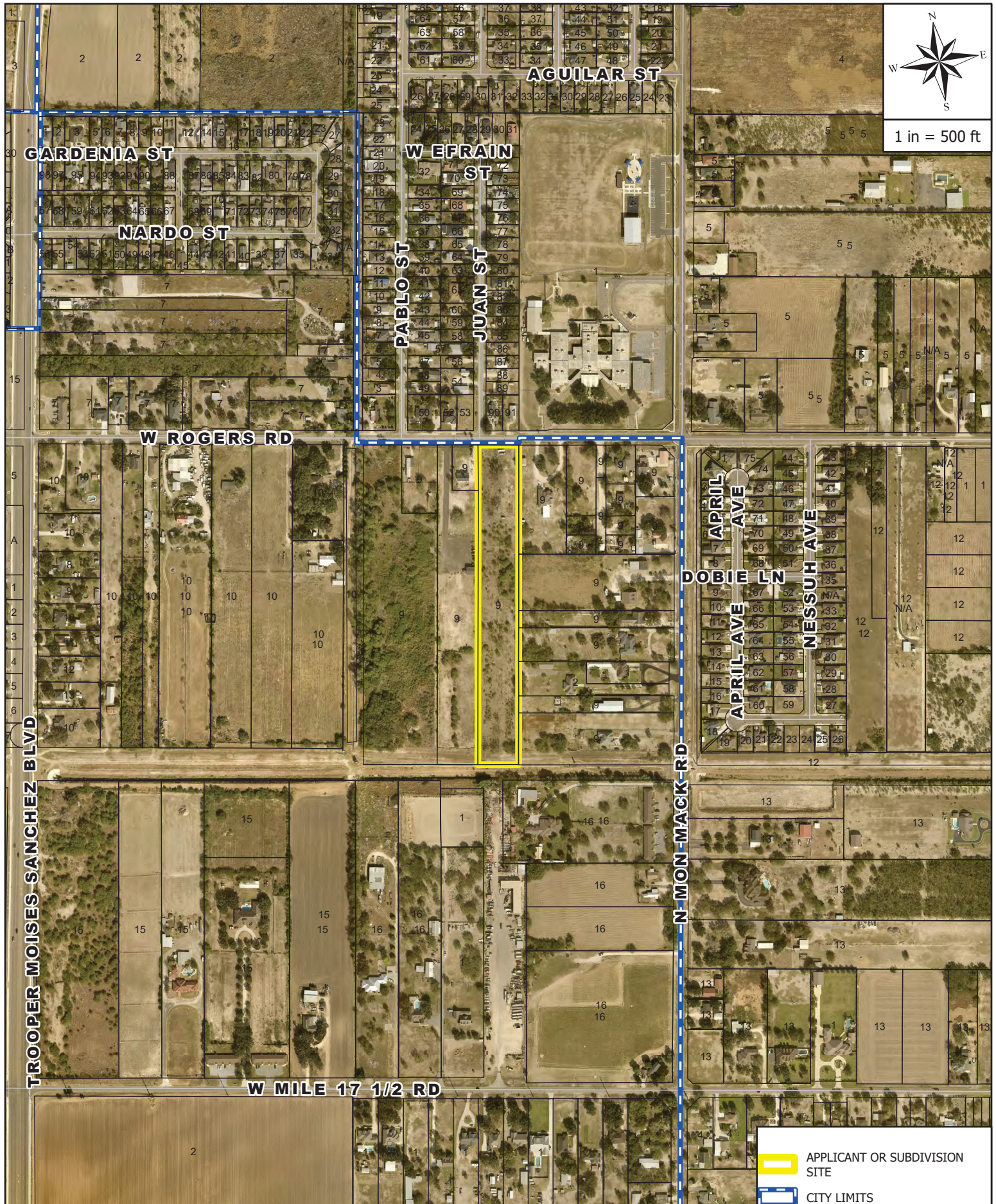
Prepared by:

Rita Guerrero, Assistant
Director of Planning and
Zoning

Attachments:

A. City Council Agenda Packet Attachments

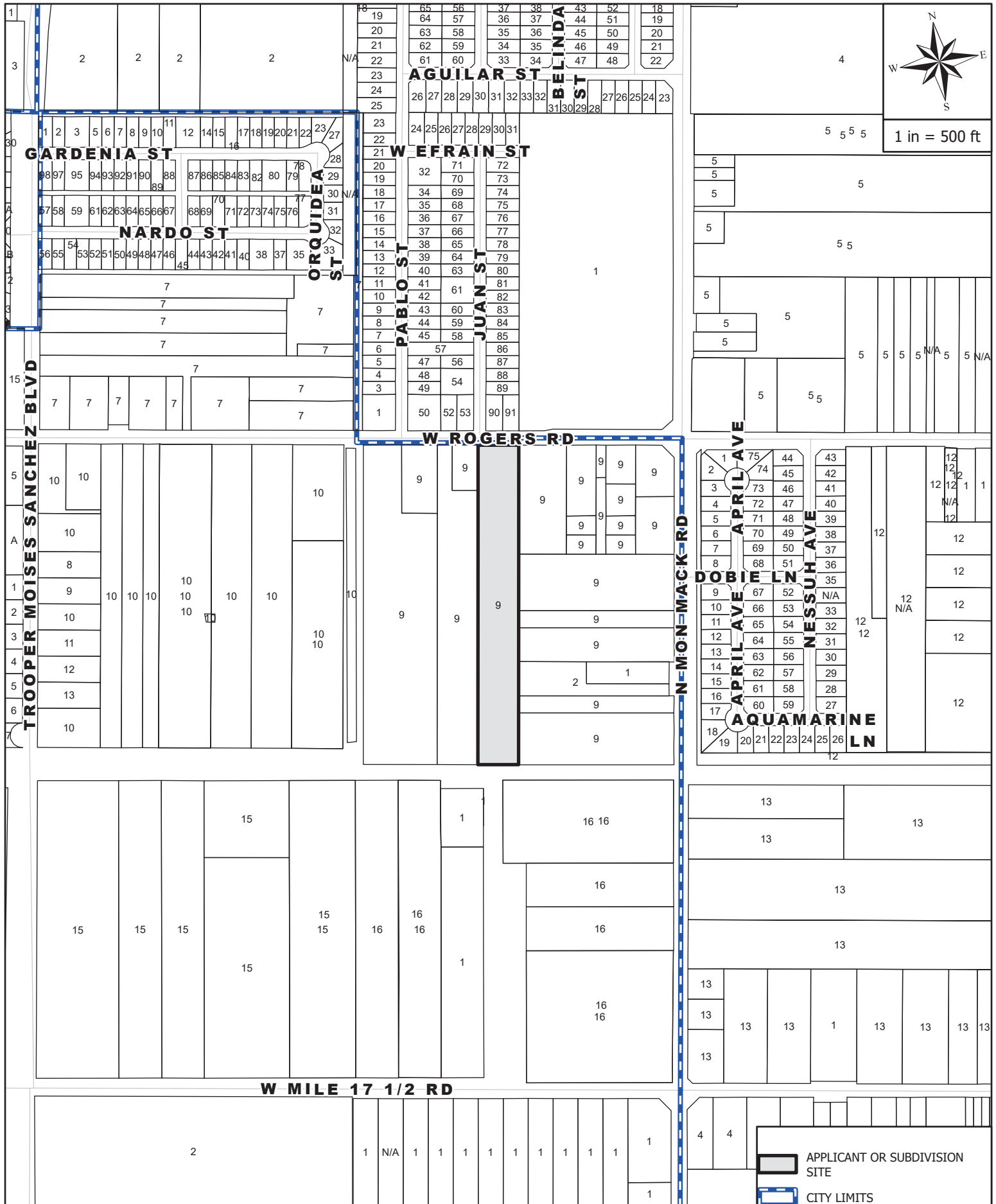




AERIAL MAP

APPLICANT AND/OR SUBDIVISION:

ANNX-2025-0025 3825 W ROGERS



MAILOUT AND SITE MAP

APPLICANT AND/OR SUBDIVISION:

ANNX-2025-0025 3825 W ROGERS

Planning & Zoning

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



THE CITY OF
Edinburg

Voluntary Annexation Petition

ENERGOV CASE #

To the Mayor and City Council:

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

BEING A 4.99 ACRE TRACT OF LAND OUT OF SECTION 235, LOT 9 OF TEXAS MEXICAN RAILWAY COMPANY SURVEY, ACCORDING TO THE MAP RECORDED IN VOLUME 1, PAGE 12, MAP RECORDS OF HIDALGO COUNTY, TEXAS

Rosa B. Barrera

Owner's Name (Print)

Rosa B. Barrera

Owner (Signature)

3-5-25

Date

STATE OF TEXAS
COUNTY OF HIDALGO

Before me, the undersigned authority, a Notary Public in and for Hidalgo County, Texas, on this day personally appeared Rosa B. Barrera, whom stated upon his oath the following:

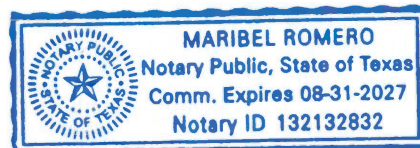
My name is Rosa B. Barrera, and I am the owner of the land or representative of the majority of the landowners. There are no residents nor are there any qualified voters in the area to be annexed.

Further affiant sayeth not.

SWORN TO and subscribed before me on this the 5 day of March, 20 25.

Maribel Romero

Notary Public in and for the State of Texas



Planning & Zoning

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



THE CITY OF
Edinburg

Voluntary Annexation Petition

ENERGOV CASE #

To the Mayor and City Council:

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BEING A 4.99 ACRE TRACT OF LAND OUT OF SECTION 235, LOT 9 OF TEXAS MEXICAN RAILWAY COMPANY SURVEY, ACCORDING TO THE MAP RECORDED IN VOLUME 1, PAGE 12, MAP RECORDS OF HIDALGO COUNTY, TEXAS

Ediel Ivan Barrera

Owner's Name (Print)

Owner (Signature)

2/26/2025

Date

STATE OF TEXAS
COUNTY OF HIDALGO

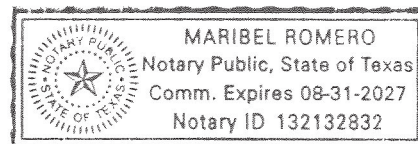
Before me, the undersigned authority, a Notary Public in and for Hidalgo County, Texas, on this day personally appeared Ediel Ivan Barrera, whom stated upon his oath the following:

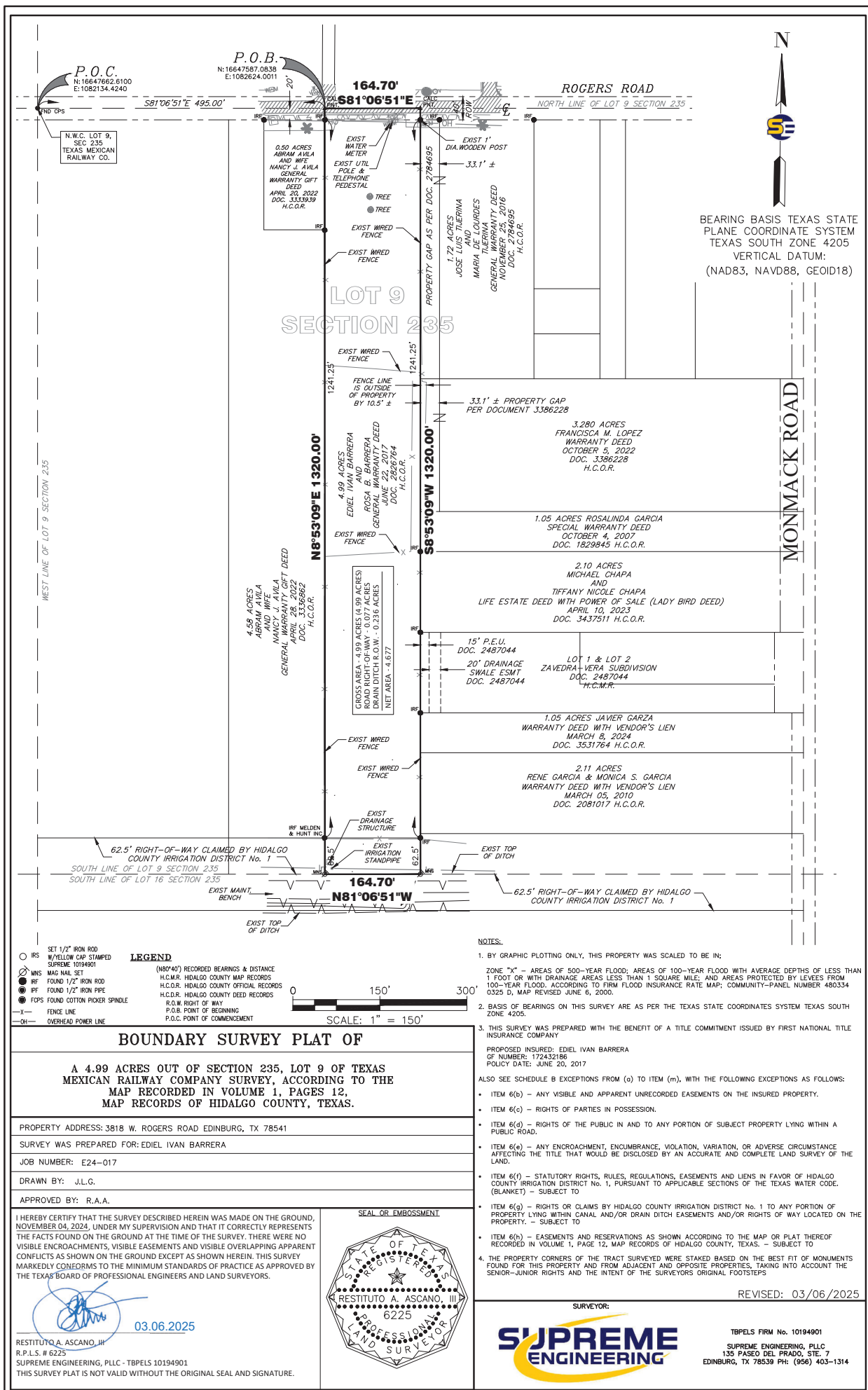
My name is Ediel Ivan Barrera, and I am the owner of the land or representative of the majority of the landowners. There are no residents nor are there any qualified voters in the area to be annexed.

Further affiant sayeth not.

SWORN TO and subscribed before me on this the 26 day of February, 20 25.

Notary Public in and for the State of Texas





STATE OF TEXAS}
COUNTY OF HIDALGO}

4.99 ACRES

BEING A 4.99 ACRE TRACT OF LAND OUT OF SECTION 235, LOT 9 OF TEXAS MEXICAN RAILWAY COMPANY SURVEY, ACCORDING TO THE MAP RECORDED IN VOLUME 1, PAGE 12, MAP RECORDS OF HIDALGO COUNTY, TEXAS, SAID TRACT CONVEYED TO EDIEL IVAN BARRERA AND ROSA B. BARRERA, ACCORDING TO GENERAL WARRANTY DEED, DATED JUNE 22, 2017, RECORDED IN DOCUMENT NUMBER 2826764, OFFICIAL RECORDS OF HIDALGO COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING (N:16647662.6100, E:1082134.4240), AT A COTTON PICKER SPINDLE FOUND FOR THE NORTHWEST CORNER OF SAID LOT 9, SAME BEING ON THE CENTER LINE OF ROGERS ROAD (40 FOOT ROAD RIGHT-OF-WAY), THENCE, SOUTH 81°06'51" EAST, ALONG THE NORTH LINE OF SAID LOT 9, AND ALONG THE CENTER LINE OF SAID ROGERS ROAD, A DISTANCE OF 495.00 FEET, TO A CALCULATED POINT FOR THE NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT AND **POINT OF BEGINNING (N:16647587.0838, E: 1082624.0011)**;

THENCE, SOUTH 81°06'51" EAST, CONTINUING ALONG THE NORTH LINE OF SAID LOT 9, AND ALONG THE CENTER LINE OF ROGERS ROAD, A DISTANCE OF 164.70 FEET, TO A CALCULATED POINT, FOR THE NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, SOUTH 08°53'09" WEST, DEPARTING THE NORTH LINE OF SAID LOT 9, AND SAID CENTERLINE OF ROGERS ROAD, SAME BEING PARALLEL TO THE WEST LINE OF SAID LOT 9, PASSING A FOUND 1 FOOT DIAMETER WOODEN POST ON THE SOUTH RIGHT-OF-WAY LINE OF SAID ROGERS ROAD, AT A DISTANCE OF 20.00 FEET, AND PASSING A FOUND 1/2 INCH IRON ROD, ON THE NORTH LINE OF A 62.50 FEET WIDE RIGHT-OF-WAY CLAIMED BY HIDALGO COUNTY IRRIGATION DISTRICT No. 1, AT A DISTANCE OF 1,241.25 FEET, AND CONTINUING FOR A TOTAL DISTANCE OF 1,320.00 FEET, TO A SET MAG NAIL ON THE SOUTH LINE OF SAID LOT 9, SAME BEING THE NORTH LINE OF LOT 16, BLOCK 253 OF SAID TEXAS MEXICAN RAILWAY COMPANY SURVEY, FOR THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, NORTH 81°06'51" WEST, ALONG THE SOUTH LINE OF SAID LOT 9, SAME BEING THE NORTH LINE OF SAID LOT 16, PARALLEL TO THE NORTH LINE OF SAID LOT 9, A DISTANCE OF 164.70 FEET, TO A SET MAG NAIL FOR THE SOUTHEAST CORNER OF A 4.58 ACRE TRACT OF LAND, CONVEYED TO ABRAM AVILA AND WIFE NANCY J. AVILA, ACCORDING TO GENERAL WARRANTY GIFT DEED, DATED APRIL 28, 2022, RECORDED IN DOCUMENT NUMBER 3336862, OFFICIAL RECORDS OF HIDALGO COUNTY, TEXAS, FOR THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, NORTH 08°53'09" EAST, DEPARTING THE SOUTH LINE OF SAID LOT 9, SAME BEING THE NORTH LINE OF SAID LOT 16, SAME BEING THE EAST LINE OF SAID 4.58 ACRE TRACT OF LAND, AND PARALLEL TO THE WEST LINE OF SAID LOT 9, PASSING A FOUND 1/2 INCH IRON WITH CAP STAMPED "MELDEN & HUNT INC", ON THE NORTH LINE OF SAID 62.50 FEET WIDE RIGHT-OF-WAY CLAIMED BY HIDALGO COUNTY IRRIGATION DISTRICT No. 1, AT A DISTANCE OF 62.50 FEET, AND PASSING A FOUND 1/2 INCH IRON ROD, ON THE SOUTH RIGHT-OF-WAY LINE OF SAID ROGERS ROAD, AT A DISTANCE OF 1,241.25 FEET, AND CONTINUING FOR A TOTAL DISTANCE OF 1,320.00 FEET, TO THE **POINT OF BEGINNING (N:16647587.0838, E: 1082624.0011) AND CONTAINING 4.99 ACRES OF LAND MORE OR LESS.**



RESTITUTO A. ASCANO, III
REGISTERED PROFESSIONAL LAND SURVEYOR No. 6225
SUPREME ENGINEERING, PLLC – TBPELS 10194901



03.06.2025

DATE



CITY OF EDINBURG - CITY COUNCIL

Meeting Date: April 1, 2025

AWARDING OF BIDS

Agenda Item No: 9.A.

RFQ No. 2025-001, Cleaning & Mowing Services

1. Agenda Item:

Considering Awarding RFQ No. 2025-001, Cleaning & Mowing Services for the Mowing of Weedy Lots Based on Pre-Approved Rates as Listed and Authorize the City Manager to Enter Into One or More Agreements Related Thereto. [Ignacio G. Saavedra, Director of Health & Code]

2. Description:

The RFQ was written to obtain the bidder's qualifications and their ability to meet the requirements/specifications for the mowing of weedy lots as well as the removal of other public nuisances found in violation of the City's Health Codes (i.e.: trash and debris pick-up, disposal of tires, appliances, etc.) which reflects the City's Code of Ordinance Sec. 95.08 - Abatement.

On Tuesday, January 7, 2025, requests for qualifications were opened for RFQ No. 2025-01, Cleaning & Mowing Services. A total of five (5) proposals were received and opened. After review and tabulation, it was determined that three (3) bidders met all specifications. The selection process considered the bidder's service quality, responsiveness, and past performance.

1. 123 RGV SERVICES
2. Concan services LLC
3. CMJ Developments LLC

The Health & Code Enforcement Department requests approval to award multiple service contracts to the following respondents as Service Providers/Contractors for the Mowing of Weedy Lots based on the preapproved rates. Staff is requesting that the contracts with the three (3) respondents be activated on an "as-needed basis" to continue operations.

Funding in the amount of \$60,000 is available in the General Fund Operating Budget, Health and Code. The agreement will be until September 30th, 2025.

3. Staff's Recommendation:

Approve Awarding RFQ No. 2025-001, Cleaning & Mowing Services for the Mowing of Weedy Lots Based on Pre-Approved Rates In the Total Amount of \$60,000 and Authorize the City Manager to Enter Into an Agreement Related Thereto.

Reviewed by:

Jesus Saenz, Assistant City Manager

Prepared by:

Ignacio Saavedra, Director of
Health and Code
Enforcement

Attachments:

- A. Pre-Qualifications Meeting (1)

- B. Cleaning & Mowing Respondent List
- C. Bidders List-Cleaning & Mowing Services (2)
- D. Notice to Respondents - Cleaning_&_Mowing_Services (2)
- E. Vendor Scores by Evaluation Criteria-Cleaning & Mowing Services (2)
- F. PRICING_FOR_CLEANING_AND_MOWING_SERVICES_(3) (6)
- G. 123 RGV SERVICES CONTRACT
- H. CONCAN SERVICES LLC
- I. CMJ DEVELOPMENT LLC CONTRACT
- J. Routing List 24- September 2025 (1)
- K. Mower Rotation List SOP

MEETING SIGN-IN SHEET			
Project:	MOWING CONTRACTORS 24-25	Meeting Date:	DECEMBER 19, 2024
Facilitator:	Health & Code Department	Place/Room:	FIRE DEPARTMENT E.O.C.

Meeting Date: DECEMBER 19, 2024

Place/Room: FIRE DEPARTMENT E.O.C.

[illegible]



RFQ 2025-001 - Cleaning & Mowing Services

Opening Date: January 7, 2025 at 3:00 p.m.

<u>Vendor</u>	<u>Contact Name</u>	<u>Contact Email</u>	<u>Contact Phone</u>	<u>Status</u>	<u>Submission Date</u>
123 RGV SERVICES	Steven Bartlick	outlaw.brand.life@gmail.com	(956) 331-3662	Submitted	12/24/2024 19:40
AW&D Construction and Maintenance Services LLC	Willie Larry Jr	awdconstructionllc@gmail.com	(713) 882-2663	Submitted	1/7/2025 10:41
CMJ Developments LLC	Cameron Jackson	governmentcontractinfo@gmail.com	(281) 387-6516	Submitted	12/18/2024 20:05
Concan services llc	Jerrid Arthur	jerrid@concanservices.com	(830) 279-9620	Submitted	1/6/2025 17:59
Earthworks Landscape and Maintenance LLC	Amanda X	amandas@earthworkstexas.com		Submitted	1/7/2025 14:59

Email Addresses: Cleaning & Mowing Services		
debbiegar20@gmail.com	rgon0622@gmail.com	eligiorivera81050@gmail.com
outlaw38@hotmail.com	jose@rhinoservicesllcsa.com	donato@concansewices.com
mgt360llc@yahoo.com	cweishuhn@therightacres.com	julia@KCLANDSCAPETX.COM
support@365facilitators.com	Carlton@RockinRemodeling.com	info@kemocleaning.com
larry_ortega68@yahoo.com	rrklandscaping@gmail.com	curley_ceola@yahoo.com
adservicestx@gmail.com	Ramya@RSgrand.com	kleensweep2007@gmail.com
asparkledetail@yahoo.com	Travis@RECONSTRUCTION.BIZ	melanie.mccoy@koenigw.com
accontracting@myctsonline.com	rcservices.tx@gmail.com	kristib@ktblack.com
dustyn.r.bolinger@gmail.com	sales@rosemarylandscaping.com	bwmiller270@gmail.com
MGALLEGOS@ABESCAPE.COM	roy@greenseen.com	kylelandscapingservices@live.com
y.valent@ace-com.net	cblawnsharks@gmail.com	kyvercontractors@yahoo.com
acecontractors44@gmail.com	spack@tres-mujeres.com	info@ldxpressllc.com
wayne@acumen-enterprises.com	nramirez.sei@att.net	af.laservices@yahoo.com
boyce_al@yahoo.com	geicke@yahoo.com	laxtonandsons@gmail.com
dmuaustin@gmail.com	ssanchezconstruction@yahoo.com	Tribaljudge13@gmail.com
cleve717@gmail.com	hadden@scout5ventures.com	tribaljudge13@gmail.com
ramon@aguilartrucking.com	procurement@selricoservices.com	CoreyD4795@yahoo.com
alanlong2690@gmail.com	Simplevaletsolutions@gmail.com	leonardferguson318@gmail.com
albertchap10@gmail.com	jrbenton@slabsongrade.com	laneyou@lm3laser.com
sales@alcyonglobal.com	Slaytonfarms@gmail.com	mikea@lonestarmgroup.com
alicelawncafe@yahoo.com	sdsinc2@sbcglobal.net	roseshawn5@outlook.com
allmaterialsconstruction@gmail.com	educationsales.USA@sodexo.com	tony@lawnpatrolservice.com
alpctx@comcast.net	educationsales.USA@sodexo.com	wleath@aol.com
dw@aiodevelopment.net	STAY_SINSHARP@YAHOO.COM	sharon@lyellco.com
alteca@hilsport.com	sterlingfacilitysolutions3@gmail.com	mstreelawnservice@hotmail.com
altovistainfo@gmail.com	jessica@sterlinghires.com	amendoza@m2corporategroup.com
gab2771@gmail.com	Info@sundropgardens.com	info@m2federal.com
rfp@ambassadorusa.com	JaimeW@sungrowllc.com	mauricemacbow@gmail.com
procurement@arbortrue.com	shera.lehman@sungrowllc.com	macnificentconsultingllc@gmail.com
melissag@arsgem.com	caelebsherrod@yahoo.com	jerrym@mnlsa.com
allprolandscaperstx@gmail.com	Alarius@sagebrookcontracting.com	eddie@martinezbros.com
saguirre@aztecfacility.com	Chris@SayleeGreer.com	coo@massllc.us
pbermea@apexlimited.net	Sergiolawnservicellc@gmail.com	mcc.contractorcompany@gmail.com
archiesgardenbeds@gmail.com	shaneyee@live.com	bids@mcflylandscaping.com
btdependableservices@gmail.com	david@stainc.net	patrick.conley@merrick.com
bbrown@brsvc.com	amanda@spartanlandscape.com	ROBERT@MOPS-PQD.COM
beblcls1409@aol.com	stilescontractors@gmail.com	mlp@att.net
Lena@BallewCon.com	tmwilson1124@gmail.com	MELLISSA@MLRSERVICES.NET
info@bcldservicesllc.com	frankm@tabezaholdings.com	mmvslaneservices@hot.rr.com
nejidike@bennonsolutions.com	taje.and.co@gmail.com	hfws@ymail.com
biotreecaretexas@gmail.com	JPRCIN@TEXASENVIRO.COM	victoria.fletcher@muddybootcontracting.com
angela@bl3texas.com	belinda@texxusindustriesllc.com	paulmccalister@yahoo.com
blackpine903@gmail.com	james.morgan@davey.com	Britnee@mikotek.co
blackhawkoilfield@gmail.com	ebfndinc1@sbcglobal.net	nationwideps2023@gmail.com
Jenny@blairwildlife.com	OrgMntSvc@aol.com	evelin@meangreenlawncafe.com
Bluebonnetstone@gmail.com	CONTACTUS@THETAHARGROUP.COM	aimeem@novalg.com
mbreito@yahoo.com	jaque@theupteamco.com	clint@nppc.biz
ashley@breezydayllc.com	info@getmmlsolutions.com	ricky.r@noblealliancegc.com
casey@brickpavingplus.com	samuel.eaton@jnegreenteam.com	a.moises@ogh.us.com
bshservices7@gmail.com	tkclimitlessconstruction@yahoo.com	joseph@oioinvestmet.com
jbarnessadler@bstsolutionsllc.com	joe@topiaryandgarden.com	roderick@osi-llc.com

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canopylawns@gmail.com	TryniseM@outlook.com	Orozcolawnpropertymanagement@gmail.com
christina@carterconstructioncompany.com	cutsturbo@gmail.com	jeff@outdoorms.com
Jcasillas@casillaslawnlandscaping.com	info@tynesmanagement.com	valerie@sandsclean.com
CEWRIGHT7497@GMAIL.COM	admin@mtzlandscapingsa.com	megan.cortinas310@gmail.com
contact@cedatex.com	garrett.vick@uslawns.net	estimates@paigemgmt.com
cehandservicesllc@gmail.com	texasmint@hotmail.com	gparks@teampcsolutions.com
gokocha@citronway.com	rjasso@thearborexperits.com	info@pbs-construction.com
civilserviceconsulting@gmail.com	shannon@kopathean.com	ronaldm@peninsulaservices.org
Ryanspalacios@gmail.com	tightlineconstruction@outlook.com	elise.carranza@pilgrimcontractorsinc.com
brent@coastalfielddservicesllc.com	contact@turnaroundlandc.com	chinton0810@yahoo.com
cdc@cobosinc.com	lenzyucs@swbell.net	premiertx1@gmail.com
cscapes_inf@mycci.net	forrest1@usfacilitytec.com	pricelessprecisionservicesllc@yahoo.com
pcorley@corleyandco.com	shannon@uvcountry.com	pricklypearcontracting@gmail.com
ldurst@cornerstonetx.net	mark@southernlandscapes.com	info@pridegc.com
arnes@geraniumgarden.com	bonniedavis@vann-elli.com	primeedgeas@gmail.com
jcraig@cdgland.com	audon@vaquerogrp.com	PRESIDENT@PRODIGALSON.SERVICES
Brittany@craigsdirtservice.com	visionscontractors@att.net	info@proscapedevelopment.com
cash@crclac.com	ppearson@wandpllc.com	PROSCAPESTERRI@GMAIL.COM
crqcommercialcleaning@gmail.com	wes.dryden@yahoo.com	Purejoysolutionsllc@gmail.com
lorena.noguera@ctjmaintenance.com	jackb@tomstreeplace.com	claudia@pyramidtx.com
pat@legacyturfgrass.com	mikayla@winwls.com	kelly@palmtimbers.com
spencer@ceirrigation.com	rzaman@workquest.com	admin@peawerenterprises.com
cantucon10@cs.com	wtxconstruction_llc@yahoo.com	peraltapm.ts@yahoo.com
gcservicesccc@yahoo.com	silenceiskey86@gmail.com	SSALEEM@PANDSINC.COM
agarcia@concorusa.com	gj@welldoitsservicesllc.onmicrosoft.com	info@southtexaslandservices.com
companycontact@cmg-grp.com	rocio_ramos12@hotmail.com	prolandscapesolutions@yahoo.com
dacompleteservices@gmail.com	Woundedeagleslawncare@gmail.com	service@profinish.pro
Hundtworks@gmail.com	zenobia@xbacommercial.com	mtxrenovations@gmail.com
office@diamondmfielddservices.com	STACI@YARROWLANDSCAPING.COM	qualityaservicesllc@gmail.com
divinepros@queenbydesign.com	YellowDog@YDConstructionLLC.com	smith.stan76@gmail.com
dallphin@sbcglobal.net	clarence@zlynxenterprise.com	info@thejteamtree.com
DO-RA-ME@HOTMAIL.COM	shelterhearts@gmail.com	jkirk@ranchlandconstruction.com
drbrecon@outlook.com	mgrantham25@aol.com	angela@reavesllc.com
mstubs@dsgn.com	info@grassworksAustin.com	rmoore@rrlinc.net
downingsales@aol.com	greencontractorsoftexas@gmail.com	carmelo@estructuralc.com
info@dreamwizardinc.com	bids@greenlistservices.com	jays716@gmail.com
service@ddstonelandscape.com	N_QUINTANILLA@YAHOO.COM	heebokj@gmail.com
dothier1021@gmail.com	info@gulfcoastrgv.com	ava@egcatx.com
earthcolc@aol.com	joe.garcia03@yahoo.com	frank.sama@fncareservices.org
ballen@easresources.com	office@landproinc.net	info@fnvcontractors.com
clark@eastexautomotive.com	lori@guaranteedhydromulch.com	johnniemartinez259@gmail.com
felicario@hotmail.com	ben@hannonbros.com	erasmocantu6055@gmail.com
elitelandscaping.irrigation@gmail.com	jarrod@hotlandscape.com	Chris@ignitionlandservices.com
eliteservicessouthwest@gmail.com	pflugerville.owner@groundsguys.com	fourseasonscs1@yahoo.com
vmiles@ellarienterprises.com	vincent@txheritagetreecare.com	freemanspl@yahoo.com
elaine@emcareconsulting.com	hewettlawn@gmail.com	guswalker7@yahoo.com
joseluis16@yahoo.com	info@hgrgc.com	Estela@salandscapes.com
TribalJudge13@gmail.com	zrosen@res.us	ylsmith12@gmail.com
RHensleyECI@gmail.com	jacquelyn@hlslandscape.com	gantaaustin20@gmail.com
kenneth@energywasteservices.com	bids@hluinc.com	michealalfred@sbcglobal.net

enlandscapingservices@gmail.com	hornscREWhornscREW@yahoo.com	rherndon@geckogreen.com
tam@fdtx.biz	mjhall@hallsawncareservices.net	CURTIS@GI-MOW.COM
admin@envirosurvey.com	g.hamill@hotmail.com	treemen45@aol.com
heather.saia@epsimail.com	juan@hydrozonelandscape.com	mwinn@goodwillsa.org
jwbjr_gc@jwbjr.com	cmorilla@impactsitemgmt.com	bidding@grandlandscapesllc.com
jsjecker@jeckerfieldservices.com	rschneider@intenvsol.com	james_enterprises@sbcglobal.net
jfisher@k5servicesllc.com	bd@ipgstate.com	jbattle@jbalm.com
knethertondesign@gmail.com	margaritaramon@jmfrontlineservices.com	jmtransport2019@gmail.com
admin@k3salesandservices.com	jordon@jbillindustries.com	nmejiairoc7@gmail.com
raoulkeddy@rakedintl.com	jmperez0059@gmail.com	jmroofingconstruction@gmail.com
kjwils2011@gmail.com	orcasitas_j@yahoo.com	johnsonsootdoorservicellc@gmail.com
renewlandmanagement@gmail.com	accounting@j7services.com	

REQUEST FOR QUALIFICATION
2025-001
CLEANING & MOWING SERVICES

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



RELEASE DATE: December 11, 2024

DEADLINE FOR QUESTIONS: December 20, 2024

RESPONSE DEADLINE: January 7, 2025, 3:00 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

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

City of Edinburg
REQUEST FOR QUALIFICATION
Cleaning & Mowing Services

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

Attachments:

A - Rules for Electronic Bidding

B - PRICING FOR CLEANING AND MOWING SERVICES

C - Sample Agreement

1. Introduction

1.1. Summary

The City of Edinburg Health & Code Department is seeking qualifications for Cleaning & Mowing Services to assist with the mowing and demolishing of properties on an as needed basis. Selected respondents will be placed on a rotation list to beautify the City.

1.2. Contact Information

Leeanna Charles

Administrative Assistant

415 W. University Dr.

Edinburg, TX 78541

Email: lcharles@cityofedinburg.com

Phone: [\(956\) 388-1841](tel:(956)388-1841)

Department:

Health, Code & Animal Care Services

Department Head:

Ignacio G. Saavedra Jr

Director of Health, Code & Animal Care Services

1.3. Timeline

Release Project Date	December 11, 2024
Pre-Proposal Meeting (Non-Mandatory)	December 19, 2024, 9:30am Emergency Operation Center (EOC) 212 W. McIntyre St. Edinburg, TX 78541
Question Submission Deadline	December 20, 2024, 5:00pm
Proposal Submission Deadline	January 7, 2025, 3:00pm

2. Legal Notice

2.1. Notice to Respondents

The City of Edinburg is soliciting sealed qualifications from qualified vendors for Cleaning & Mowing Services.

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

3:00 pm, Tuesday, January 7, 2025.

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

All qualifications will be opened, and respondent's names publicly read aloud promptly in the City Hall Community Room, at 415 W. University Dr., Edinburg, TX 78539, at 3:00 pm, Tuesday, January 7, 2025.

A mandatory pre-qualifications meeting for all interested parties will be held at 9:30 am, Thursday, December 19, 2024, via virtual meeting. Meeting details will be posted on:

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

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

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

If a Respondent chooses to submit a Hard Copy RFQs, it must be delivered in a sealed envelope with a return address and clearly marked "City of Edinburg RFQ No. 2025-001 to the City Secretary's Office prior to the RFQ opening date and time. The receiving time in the City Secretary's Office will be the governing time for acceptability of the proposals. The respondent's firm name shall appear on the outside of the envelope.

Submit Hard Copy RFQs to:

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

If Hand-Delivering Bids: 415 W. University Drive

c/o City Secretary Department (1st Floor)

RFQ No. 2025-001

If you have any questions or require additional information contained in the RFQ, you may contact Criselda Lozano, Purchasing Manager. Please be sure to submit your questions via OpenGov Procurement at the website listed above no later than 5:00 pm on Friday, December 20, 2024.

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

3. Instructions, Terms and Conditions

3.1. General Instructions

PURPOSE

The purpose of these solicitation documents is to execute a Professional Services Contract for: 2025-001 Cleaning & Mowing Services.

INTENT

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

DEVIATION FROM SPECIFICATION

Please read your requirements thoroughly and be sure that the RFQ offered complies with all requirements/specifications noted. Any variation from the solicitation requirements/specifications must be clearly indicated by letter, on a point by point basis, attached to and made a part of your RFQ. If no exceptions are noted, and you are the successful respondent, it will be required that the service(s) be provided as specified.

SUBMITTAL OF "HARD COPY" RFQ

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

If Hand-Delivering RFQs: 415 W. University Drive

c/o City Secretary Department (1st Floor)

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

AUTHORIZATION TO BIND RESPONDENT TO RFQ

RFQs MUST give full firm name and address of respondent, and be manually signed. Failure to do so will disqualify your RFQ. Person signing bid must show title or AUTHORITY TO BIND HIS/HER FIRM IN A CONTRACT. Firm name and authorized signature must appear on each page that calls for this

information. The legal status of the Respondent whether corporation, partnership, or individual, shall also be stated in the RFQ. A corporation shall execute the RFQ by its duly authorized officers in accordance with its corporate by-laws and shall also list the state in which it is incorporated. A partnership Respondent shall give full names and addresses of all partners. All partners shall execute the RFQ. Partnership and Individual Respondent shall state in the proposal the names and addresses of all persons with a vested interest therein. The place of residence of each Respondent, or the office address in the case of a firm or company, with county and state and telephone number, shall be given after the signature.

ALTERATIONS/AMENDMENTS TO RFQ

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

NO RESPONSE TO RFQ

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

LIST OF EXCEPTIONS

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

TIME ALLOWED FOR ACTION TAKEN

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

RIGHT TO REJECT/AWARD

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

NUMBER OF CONTRACTS

THE CITY reserves the right to award one, more than one, or no contract(s) in response to this RFQ.

INDEMNIFICATION CLAUSE

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

ADDENDA AND MODIFICATIONS

Respondent shall carefully examine the RFQ forms, specifications/requirements, and instructions to Respondents. Should the respondent find discrepancies in, or omissions from

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

SYNONYM

Where in this solicitation package SERVICES is used, its meaning shall refer to the request for qualifications Cleaning & Mowing Services as specified.

ASSIGNMENT

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

RESPONDENT'S EMPLOYEES

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

INTERPRETATIONS

Any questions concerning the project and/or specifications/requirements with regards to this solicitation for statement(s) of qualifications shall be directed to the designated individuals as outlined in the RFQ. Such interpretations, which may affect the eventual outcome of this request for statements of qualifications, shall be furnished in writing to all prospective Respondents via Addendum. No interpretation shall be considered binding unless provided in writing by the City of Edinburg in accordance with paragraph entitled "**Addenda and Modifications**".

STATUTORY REQUIREMENTS

It shall be the responsibility of the successful respondent to comply with all applicable State & Federal laws, Executive Orders and Municipal Ordinances, and the Rules and Regulations of all authorities having

jurisdiction over the work to be performed hereunder and such shall apply to the contract throughout, and that they will be deemed to be included in the contract as though written out in full in the contract documents.

RFQ PREPARATION COSTS

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

CONFIDENTIAL INFORMATION

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

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 Respondent/Consultant on contract.

RIGHT TO AUDIT

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

PAST PERFORMANCE

Respondent's past performance shall be taken into consideration in the evaluation of RFQ submittal.

JURISDICTION

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

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

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

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

FINAL SELECTION AND THE CITY COUNCIL APPROVAL

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

PAYMENT

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

CONFIDENTIALITY OF INFORMATION AND SECURITY

Should the successful respondent become the holder of and have access to confidential information in the process of fulfilling its responsibilities in connection with an awarded contract the successful respondent agrees that it shall keep such information confidential and will comply fully with the laws

and regulations of the State of Texas, ordinances and regulations of the City, and any applicable federal laws and regulations relating to confidentiality.

EQUAL EMPLOYMENT OPPORTUNITY

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

TERMINATION OF CONTRACT

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

HISTORICALLY UNDERUTILIZED BUSINESS

Firm(s)/Sub Firm(s) will be required to comply with the President's Executive Order No. 11236 and Order No. 11375 which prohibits discrimination in employment regarding race, creed, color, sex, or national origin. Firm(s)/Sub Firm(s) must comply with the Title VI of the Civil Rights Act of 1964, Minority and Women Owned Business Enterprise standards and affirmative action requirements.

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. CLEANING & MOWING SERVICES

SCOPE OF WORK

A. The work under this contract shall consist of providing all equipment, machinery, transportation, labor, supervision, and incidentals necessary to fully complete all work assigned in accordance with the specifications/requirements.

B. Weedy lots shall be interpreted under the terms contained herein to be those areas to be in violation of the City of Edinburg Growth of Weeds Ordinance as designated by the City's Health & Code Enforcement Director or by an authorized representative. Lot and Block will be provided for each lot that is to be abated.

C. Weedy lots vary in size and will include abatement up to and including any adjacent street and/or highway rights of way. Each mowing assigned list will consist of a maximum total of five (5) lots/properties, or equivalent. Some exemptions may be made based on size of property by approval of Code Enforcement Supervisor.

D. The City reserves the right to add, delete or modify the list(s) of property to be serviced, such as deemed necessary.

E. The Mowing of Weedy lots will be classified by type according to lot sizes and the amount of money that the City shall pay for each type is specified in the schedule below.

F. The Contractor will pick up and dispose of trash and other debris before and after mowing required as part of proper abatement of any weedy lot. It shall be done by the Contractor after receiving written approval from the City of Edinburg. Follow-up trash and other debris pick-up shall be provided by the Contractor on an as needed basis, if hidden debris is discovered during or after the mowing operation.

G. Mowing assignments will be made on a weekly basis according to violations. A list of assigned properties to be mowed will be provided to the Contractors with name of property owner, reference number, address, subdivision description, size of property in square feet, and a plat of each property. The Contractor must begin contract operations within three (3) working days thereafter. Failure by the contractor to commence work within the time specified or failure to perform assignments shall be cause for immediate suspension of the work and possible cancellation of the contract or declaration of default. All assigned lists must be completed within 5 Calendar Days from date the contractor picks up assigned list. Some exemptions may be made based on size of property as approved by the Code Enforcement Supervisor or designee.

H. The Contractor shall have the ability to provide before and after pictures of each assigned property. Each photo shall be clear, date & time stamped. The Contractor shall submit their photos and a signed copy of the completed assigned list via email or by delivering hard copies to the Code Enforcement Department within five (5) Calendar Days of completion of each assigned list.

4.2. Evaluation Criteria

1. Contractor's Ability to Prioritize the City of Edinburg's Weedy Lot Contract **(20 points)**

2. Provide the number of Work Staff and their Collective Work Experience **(20 points)**
3. Provide three (3) References from other Organizations/Agencies with similar Service **(20 points)**
4. Demonstrate Capability to perform All Aspects of the RFQ Requirements **(20 points)**
5. Availability to Work Weekends & When Requested **(20 points)**

5. Vendor Questionnaire

5.1. [Proposal*](#)

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

Please do not upload multiple files.

*Response required

5.2. [Be sure to review the attached price list.](#)

Please download the below documents, complete, and upload.

- [PRICING FOR CLEANING AND MO...](#)

5.3. [Confirm that you have reviewed the price listing for the Mowing & Cleaning Services.*](#)

☐ Please confirm

*Response required

5.4. [If you have any proprietary documents, please attach the redacted document here.](#)

5.5. [Please upload your current insurance certificate.*](#)

Please upload your current insurance certificate.

*Response required

5.6. [Required Forms](#)

5.6.1. [Please fill out and sign the Conflict of Interest Disclosure form and upload here*](#)

Please download the below documents, complete, and upload.

- [CONFLICT_OF_INTEREST.pdf](#)

*Response required

5.6.2. [Please fill out and sign the General Questionnaire and upload here*](#)

Please download the below documents, complete, and upload.

- [GENERAL_QUESTIONNAIRE.pdf](#)

*Response required

5.6.3. [Please fill out the Litigation Disclosure Form and upload here*](#)

Please download the below documents, complete, and upload.

- [LITIGATION_DISCLOSURE_FORM.pdf](#)

*Response required

5.6.4. *Please fill out and sign HB 89 and upload here**

HB 89

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

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

Please download the below documents, complete, and upload.

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

*Response required

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

SB 13 ENERGY COMPANY BOYCOTTS

The 87th Texas Legislature approved new legislation, effective Sept. 1, 2021, which amends Texas Local Government Code 2274.001. Subtitle F, Title 10, Chapter 809 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

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

Please download the below documents, complete, and upload.

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

*Response required

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

SB 19 FIREARM ENTITIES AND TRADE ASSOCIATIONS DISCRIMINATIONS

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

- 1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and

2) will not discriminate during the term of the contract against a firearm entity or firearm trade association.

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

Please download the below documents, complete, and upload.

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

*Response required

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

NON-COLLUSION AFFIDAVIT

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

Please download the below documents, complete, and upload.

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

*Response required

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

CONFLICT OF INTEREST

CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE

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

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

*Response required

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

CERTIFICATE OF INTERESTED PARTIES (Form 1295)

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

<https://www.ethics.state.tx.us/filinginfo/1295/>

☐ Yes

☐ No

*Response required

6. Evaluation Criteria

No.	Evaluation Criteria	Scoring Method	Weight (Points)
1.	Provide the number of Work Staff and their Collective Work Experience	Points Based	20 <i>(20% of Total)</i>
2.	Provide Three (3) References from other Organizations/Agencies with similar Services	Points Based	20 <i>(20% of Total)</i>
3.	Demonstrate Capability to perform All Aspects of the RFP Requirements	Points Based	20 <i>(20% of Total)</i>
4.	Contractor's Ability to Prioritize the City of Edinburg's Weedy Lot Contract	Points Based	20 <i>(20% of Total)</i>
5.	Availability to Work Weekends & When Requested	Points Based	20 <i>(20% of Total)</i>



RFQ 2025-001 - Cleaning & Mowing Services

Opening Date: January 7, 2025 at 3:00 p.m.

<u>Vendor</u>	<u>Provide the number of Work Staff and their Collective Work Experience</u>	<u>Provide Three (3) References from other Organizations/Agencies with similar Services</u>	<u>Demonstrate Capability to perform All Aspects of the RFP Requirements</u>	<u>Contractor's Ability to Prioritize the City of Edinburg's Weedy Lot Contract</u>	<u>Availability to Work Weekends & When Requested</u>	<u>Total Score</u>
123 RGV SERVICES	19.33	5.33	18.33	19.33	19	81.33
AW&D Construction and Maintenance Services LLC	6	6	8	7	7	34
CMJ Developments LLC	15.33	17	13.33	11	10.33	67
Concan services llc	19.33	15	18.67	18	18	89
Earthworks Landscape and Maintenance LLC	3.67	6	6.33	3	3.67	22.67



RFP NO. 2025-05

TITLE: Cleaning & Mowing Services

DUE DATE & TIME: January 7, 2025 at 3:00 p.m.

UNIT PRICE, SHIPPING POINT, F.O.B. DELIVERY SCHEDULE AND TERMS ON:

DESCRIPTION OF GOODS OR SERVICES	UNIT PRICE
<u>ALLEYS & EASEMENTS</u>	
MOWING ONLY	\$ <u>25.00</u>
DEBRIS REMOVAL ABOVE 3 CUBIC YARDS	\$ <u>30.00</u>
<u>0 TO 5,000 SQUARE FEET LOT</u>	
MOWING ONLY – WITH STRUCTURE	\$ <u>55.00</u>
MOWING ONLY – WITHOUT STRUCTURE	\$ <u>40.00</u>
DEBRIS REMOVAL ABOVE 3 CUBIC YARDS – WITH STRUCTURE	\$ <u>20.00</u>
DEBRIS REMOVAL ABOVE 3 CUBIC YARDS – WITHOUT STRUCTURE	\$ <u>18.00</u>
<u>5,001 TO 7,000 SQUARE FEET LOT</u>	
MOWING ONLY – WITH STRUCTURE	\$ <u>70.00</u>
MOWING ONLY – WITHOUT STRUCTURE	\$ <u>60.00</u>
DEBRIS REMOVAL ABOVE 3 CUBIC YARDS – WITH STRUCTURE	\$ <u>25.00</u>
DEBRIS REMOVAL ABOVE 3 CUBIC YARDS – WITHOUT STRUCTURE	\$ <u>18.00</u>
<u>7,001 TO 10,000 SQUARE FOOT LOT</u>	
MOWING ONLY – WITH STRUCTURE	\$ <u>75.00</u>
MOWING ONLY – WITHOUT STRUCTURE	\$ <u>70.00</u>
DEBRIS REMOVAL ABOVE 3 CUBIC YARDS – WITH STRUCTURE	\$ <u>25.00</u>
DEBRIS REMOVAL ABOVE 3 CUBIC YARDS – WITHOUT STRUCTURE	\$ <u>20.00</u>
<u>10,001 TO 25,000 SQUARE FOOT LOT</u>	
MOWING ONLY – WITH STRUCTURE	\$ <u>90.00</u>
MOWING ONLY – WITHOUT STRUCTURE	\$ <u>80.00</u>
DEBRIS REMOVAL ABOVE 3 CUBIC YARDS – WITH STRUCTURE	\$ <u>25.00</u>
DEBRIS REMOVAL ABOVE 3 CUBIC YARDS – WITHOUT STRUCTURE	\$ <u>20.00</u>
<u>PER ACRE</u>	
MOWING ONLY – WITH STRUCTURE	\$ <u>105.00</u>
MOWING ONLY – WITHOUT STRUCTURE	\$ <u>85.00</u>
DEBRIS REMOVAL ABOVE 3 CUBIC YARDS – WITH STRUCTURE	\$ <u>25.00</u>
DEBRIS REMOVAL ABOVE 3 CUBIC YARDS – WITHOUT STRUCTURE	\$ <u>18.00</u>
<u>OVER 4 ACRES BASE FEE</u>	\$ <u>80.00</u>

REVISED: December 12, 2024

STATE OF TEXAS §
COUNTY OF HIDALGO §
CITY OF EDINBURG §

**AGREEMENT BETWEEN THE CITY
OF EDINBURG AND 123 RGV
SERVICES FOR MOWING SERVICES**

The City of Edinburg, Hidalgo County, Texas, a municipal corporation, (hereinafter “City”) and 123 RGV SERVICES (hereinafter “Vendor”), are the parties to this Agreement.

RECITALS

WHEREAS, the City desires to engage the Vendor for certain services and to provide all labor, materials and equipment necessary to perform work as described in Exhibit A, and

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

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

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

SECTION I
EMPLOYMENT OF VENDOR

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

SECTION II
SERVICES OF VENDOR

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

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

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

SECTION III **RESPONSIBILITY OF THE CITY**

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

SECTION IV **RESPONSIBILITIES OF VENDOR**

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

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

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

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

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

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

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

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

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

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

SECTION V **PAYMENT AND FEES**

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

A. City agrees to pay 123 RGV SERVICES, for Mowing Services for the City Of Edinburg herein contracted pursuant to rate when a complete cut is completed, inspected and accepted as satisfactory by the City.

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

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 Vendor's conduct in the performance or furnishing of Services, or City has incurred costs, losses, or damages resulting from Vendor's conduct in the performance or furnishing of Services, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, and non-compliance with Laws and Regulations;

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

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

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

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

f. Any Services are defective, requiring correction or replacement;

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

- h. Liens have been filed in connection with the Services; or
- i. Other items entitle City to a set-off against the payment amount.

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

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

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

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

H. The City may, at any time, request Vendor to make changes within the scope of the Services or to perform extra work. If any request by the City for a change or extra work causes an increase or decrease in the cost or the time required for performance of the work, or any change to this Agreement, Vendor shall, within seven (7) days from the date it receives the City's request, submit in writing a proposal for accomplishing such changed or extra work. This proposal shall define, if applicable, any increase or decrease in cost or time of completion or other change to this Agreement. The governing body of the City must approve any change orders, pursuant to the City's Code of ordinances and policies and procedures and any other applicable laws of this State, before making the changes. The City will not be liable for any costs incurred by Vendor from performance of a change or extra work prior to issuance of a change order to this Agreement.

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

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

SECTION VI

TERM OF AGREEMENT

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

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

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

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

E. The City reserves the right to suspend work on the Services, with or without cause, in whole or in part, upon giving notice to Vendor. Vendor shall resume the Services so suspended when directed to do so by the City. The City shall have no liability to Vendor except for charges for Services performed by Vendor and accepted by the City prior to receipt of notice of suspension of Services. If only a portion of the Services are suspended, Vendor shall be compensated only for Services of which are not suspended and are actually performed during such suspension.

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

SECTION VII
MINIMUM INSURANCE REQUIREMENTS

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

- A. Workers Compensation
 In accordance with State statute.

- B. Comprehensive General Liability
 - 1. Bodily Injury
 \$250,000 each person
 \$500,000 each occurrence
 - 2. Property Damage
 \$100,000 each occurrence
 \$100,000 each aggregate

 or \$500,000 combined single limits

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

- D. City's Protective Liability
 - 1. Bodily Injury
 \$250,000 each person
 \$500,000 each occurrence
 - 2. Property Damage
 \$100,000 each occurrence
 \$100,000 each aggregate

 or \$500,000 combined single limits

- E. Professional Liability

1. Professional

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

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

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

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

I. Vendor hereby agrees as follows:

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

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

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

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

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

SECTION VIII
ALTERNATE DISPUTE RESOLUTION/NEUTRAL PARTY

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

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

SECTION IX
CONTROLLING LAW, MANDATORY VENUE, AND FEES AND EXPENSES

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

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

SECTION X
INDEMNIFICATION

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

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

SECTION XI

LIMITATION OF LIABILITY

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

SECTION XII

AGREEMENT CONSTRUCTION

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

SECTION XIII

NO PENDING LITIGATION

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

SECTION XIV
SEVERABILITY

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

SECTION XV
NOTICE

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

(a) Notices to the City:

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

With a copy to:

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

(b) Notices to Vendor:

4212 MILE 7 ROAD
MCALLEN, TX 785024
Attn.: 123 RGV SERVICES

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

SECTION XVI
NON-APPROPRIATIONS

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

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

SECTION XVII

SUCCESSORS AND ASSIGNS

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

SECTION XIX

CONFLICT OF TERMS

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

SECTION XX

NO WAIVERS OR ACCORD AND SATISFACTION

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

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

C. Without limiting the generality of the above, the receipt by City of any Services with knowledge of a breach by Vendor of any covenant, obligation, or agreement under this Agreement shall not be deemed or construed to be a waiver of such breach. No acceptance of Services or payment to Vendor shall be deemed to be other than on account of the earliest installment of the amounts due under this Agreement, nor shall

any endorsement or statement on any check, or any letter accompanying any check, wire transfer or other payment, be deemed an accord and satisfaction. City may accept services or make payment without prejudice to its rights under this Agreement or pursue any remedy provided in this Agreement or provided otherwise by law or equity.

EXECUTED by the parties in triplicate originals on this _____ day of _____, 2024.

CITY OF EDINBURG:

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

ATTEST:

BY: _____
Clarice Balderas, City Secretary

APPROVED AS TO FORM:

BY: _____
Josephine Ramirez-Solis
City Attorney

123 RGV SERVICES

BY: _____
Steven Bartlick
Owner
4212 MILE 7 ROAD
McAllen, Tx. 78504
(956) 331-3662
Outlaw.brand.life@Gmail.com

Attachments: Exhibit "A" **RFQ 2019-004, Scope of Services and Proposal**

Exhibit “B” Insurance

**EXHIBIT "A" TO AGREEMENT BETWEEN THE CITY OF EDINBURG
AND 123 RGV SERVICES FOR MOWING SERVICES**

**EXHIBIT “B” TO AGREEMENT BETWEEN THE CITY OF EDINBURG
AND 123 RGV SERVICES FOR MOWING SERVICES**

STATE OF TEXAS	§	AGREEMENT BETWEEN THE CITY
COUNTY OF HIDALGO	§	OF EDINBURG AND CONCAN
CITY OF EDINBURG	§	SERVICES LLC FOR MOWING
		SERVICES

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

RECITALS

WHEREAS, the City desires to engage the Vendor for certain services and to provide all labor, materials and equipment necessary to perform work as described in Exhibit A, and

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

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

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

SECTION I **EMPLOYMENT OF VENDOR**

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

SECTION II **SERVICES OF VENDOR**

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

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

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

SECTION III **RESPONSIBILITY OF THE CITY**

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

SECTION IV **RESPONSIBILITIES OF VENDOR**

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

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

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

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

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

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

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

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

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

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

SECTION V

PAYMENT AND FEES

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

A. City agrees to pay Concan Services LLC, for Mowing Services for the City of Edinburg herein contracted pursuant to approved rate when a complete cut is completed, inspected and accepted as satisfactory by the City.

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

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 Vendor's conduct in the performance or furnishing of Services, or City has incurred costs, losses, or damages resulting from Vendor's conduct in the performance or furnishing of Services, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, and non-compliance with Laws and Regulations;

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

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

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

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

f. Any Services are defective, requiring correction or replacement;

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

- h. Liens have been filed in connection with the Services; or
- i. Other items entitle City to a set-off against the payment amount.

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

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

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

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

H. The City may, at any time, request Vendor to make changes within the scope of the Services or to perform extra work. If any request by the City for a change or extra work causes an increase or decrease in the cost or the time required for performance of the work, or any change to this Agreement, Vendor shall, within seven (7) days from the date it receives the City's request, submit in writing a proposal for accomplishing such changed or extra work. This proposal shall define, if applicable, any increase or decrease in cost or time of completion or other change to this Agreement. The governing body of the City must approve any change orders, pursuant to the City's Code of ordinances and policies and procedures and any other applicable laws of this State, before making the changes. The City will not be liable for any costs incurred by Vendor from performance of a change or extra work prior to issuance of a change order to this Agreement.

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

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

SECTION VI

TERM OF AGREEMENT

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

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

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

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

E. The City reserves the right to suspend work on the Services, with or without cause, in whole or in part, upon giving notice to Vendor. Vendor shall resume the Services so suspended when directed to do so by the City. The City shall have no liability to Vendor except for charges for Services performed by Vendor and accepted by the City prior to receipt of notice of suspension of Services. If only a portion of the Services are suspended, Vendor shall be compensated only for Services of which are not suspended and are actually performed during such suspension.

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

SECTION VII
MINIMUM INSURANCE REQUIREMENTS

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

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

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

or \$500,000 combined single limits
- E. Professional Liability

1. Professional

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

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

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

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

I. Vendor hereby agrees as follows:

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

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

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

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

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

SECTION VIII
ALTERNATE DISPUTE RESOLUTION/NEUTRAL PARTY

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

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

SECTION IX
CONTROLLING LAW, MANDATORY VENUE, AND FEES AND EXPENSES

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

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

SECTION X
INDEMNIFICATION

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

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

SECTION XI

LIMITATION OF LIABILITY

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

SECTION XII

AGREEMENT CONSTRUCTION

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

SECTION XIII

NO PENDING LITIGATION

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

SECTION XIV
SEVERABILITY

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

SECTION XV
NOTICE

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

(a) Notices to the City:

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

With a copy to:

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

(b) Notices to Vendor:

1189 FARM TO MARKET RD 2369
UVALDE, TX 78801
Attn.: CONCAN SERVICES LLC

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

SECTION XVI
NON-APPROPRIATIONS

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

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

SECTION XVII

SUCCESSORS AND ASSIGNS

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

SECTION XIX

CONFLICT OF TERMS

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

SECTION XX

NO WAIVERS OR ACCORD AND SATISFACTION

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

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

C. Without limiting the generality of the above, the receipt by City of any Services with knowledge of a breach by Vendor of any covenant, obligation, or agreement under this Agreement shall not be deemed or construed to be a waiver of such breach. No acceptance of Services or payment to Vendor shall be deemed to be other than on account of the earliest installment of the amounts due under this Agreement, nor shall

any endorsement or statement on any check, or any letter accompanying any check, wire transfer or other payment, be deemed an accord and satisfaction. City may accept services or make payment without prejudice to its rights under this Agreement or pursue any remedy provided in this Agreement or provided otherwise by law or equity.

EXECUTED by the parties in triplicate originals on this _____ day of _____, 2024.

CITY OF EDINBURG:

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

ATTEST:

BY: _____
Clarice Balderas, City Secretary

APPROVED AS TO FORM:

BY: _____
Josephine Ramirez-Solis
City Attorney

CONCAN SERVICES LLC

BY: _____
Jerrid Arthur
Owner
1189 Farm to Market RD 2369
Uvalde, Tx. 78801
(830) 279-9620
Jerrid@concanservices.com

Attachments: Exhibit "A" RFQ 2019-004, Scope of Services and Proposal
Exhibit "B" Insurance

**EXHIBIT "A" TO AGREEMENT BETWEEN THE CITY OF EDINBURG
AND **CONCAN SERVICES LLC** FOR **MOWING SERVICES****

**EXHIBIT "B" TO AGREEMENT BETWEEN THE CITY OF EDINBURG
AND **CONCAN SERVICES LLC** FOR **MOWING SERVICES****

STATE OF TEXAS	§	AGREEMENT BETWEEN THE CITY
COUNTY OF HIDALGO	§	OF EDINBURG AND CMJ
CITY OF EDINBURG	§	DEVELOPMENTS LLC FOR
		MOWING SERVICES

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

RECITALS

WHEREAS, the City desires to engage the Vendor for certain services and to provide all labor, materials and equipment necessary to perform work as described in Exhibit A, and

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

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

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

SECTION I **EMPLOYMENT OF VENDOR**

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

SECTION II **SERVICES OF VENDOR**

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

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

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

SECTION III **RESPONSIBILITY OF THE CITY**

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

SECTION IV **RESPONSIBILITIES OF VENDOR**

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

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

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

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

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

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

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

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

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

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

SECTION V **PAYMENT AND FEES**

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

A. City agrees to pay CMJ DEVELOPMENTS LLC , for Mowing Services for the City of Edinburg herein contracted pursuant to approved rate when a complete cut is completed, inspected and accepted as satisfactory by the City.

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

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 Vendor's conduct in the performance or furnishing of Services, or City has incurred costs, losses, or damages resulting from Vendor's conduct in the performance or furnishing of Services, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, and non-compliance with Laws and Regulations;

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

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

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

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

f. Any Services are defective, requiring correction or replacement;

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

- h. Liens have been filed in connection with the Services; or
- i. Other items entitle City to a set-off against the payment amount.

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

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

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

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

H. The City may, at any time, request Vendor to make changes within the scope of the Services or to perform extra work. If any request by the City for a change or extra work causes an increase or decrease in the cost or the time required for performance of the work, or any change to this Agreement, Vendor shall, within seven (7) days from the date it receives the City's request, submit in writing a proposal for accomplishing such changed or extra work. This proposal shall define, if applicable, any increase or decrease in cost or time of completion or other change to this Agreement. The governing body of the City must approve any change orders, pursuant to the City's Code of ordinances and policies and procedures and any other applicable laws of this State, before making the changes. The City will not be liable for any costs incurred by Vendor from performance of a change or extra work prior to issuance of a change order to this Agreement.

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

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

SECTION VI

TERM OF AGREEMENT

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

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

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

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

E. The City reserves the right to suspend work on the Services, with or without cause, in whole or in part, upon giving notice to Vendor. Vendor shall resume the Services so suspended when directed to do so by the City. The City shall have no liability to Vendor except for charges for Services performed by Vendor and accepted by the City prior to receipt of notice of suspension of Services. If only a portion of the Services are suspended, Vendor shall be compensated only for Services of which are not suspended and are actually performed during such suspension.

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

SECTION VII
MINIMUM INSURANCE REQUIREMENTS

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

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

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

or \$500,000 combined single limits
- E. Professional Liability

1. Professional

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

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

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

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

I. Vendor hereby agrees as follows:

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

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

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

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

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

SECTION VIII
ALTERNATE DISPUTE RESOLUTION/NEUTRAL PARTY

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

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

SECTION IX
CONTROLLING LAW, MANDATORY VENUE, AND FEES AND EXPENSES

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

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

SECTION X
INDEMNIFICATION

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

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

SECTION XI

LIMITATION OF LIABILITY

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

SECTION XII

AGREEMENT CONSTRUCTION

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

SECTION XIII

NO PENDING LITIGATION

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

SECTION XIV SEVERABILITY

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

SECTION XV NOTICE

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

(a) Notices to the City:

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

With a copy to:

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

(b) Notices to Vendor:

414 MILAM ST APT 2207
HOUSTON, TX. 77002
Attn.: CMJ DEVELOPMENTS LLC

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

SECTION XVI NON-APPROPRIATIONS

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

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

SECTION XVII **SUCCESSORS AND ASSIGNS**

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

SECTION XIX **CONFLICT OF TERMS**

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

SECTION XX **NO WAIVERS OR ACCORD AND SATISFACTION**

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

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

C. Without limiting the generality of the above, the receipt by City of any Services with knowledge of a breach by Vendor of any covenant, obligation, or agreement under this Agreement shall not be deemed or construed to be a waiver of such breach. No acceptance of Services or payment to Vendor shall be deemed to be other than on account of the earliest installment of the amounts due under this Agreement, nor shall

any endorsement or statement on any check, or any letter accompanying any check, wire transfer or other payment, be deemed an accord and satisfaction. City may accept services or make payment without prejudice to its rights under this Agreement or pursue any remedy provided in this Agreement or provided otherwise by law or equity.

EXECUTED by the parties in triplicate originals on this _____ day of _____, 2024.

CITY OF EDINBURG:

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

ATTEST:

BY: _____
Clarice Balderas, City Secretary

APPROVED AS TO FORM:

BY: _____
Josephine Ramirez-Solis
City Attorney

CMJ DEVELOPMENT LLC

BY: _____
Cameron Jackson
414 Milam Apt 2274
Houston, Tx. 77002
(281) 387-6516
Governmentcontactinfo@gmail.com

Attachments: Exhibit "A" RFQ 2019-004, Scope of Services and Proposal
Exhibit "B" Insurance

**EXHIBIT "A" TO AGREEMENT BETWEEN THE CITY OF EDINBURG
AND CMJ DEVELOPMENT LLC FOR MOWING SERVICES**

**EXHIBIT "B" TO AGREEMENT BETWEEN THE CITY OF EDINBURG
AND CMJ DEVELOPMENT LLC FOR MOWING SERVICES**

ROTATING MOWING LIST 24- SEPTEMBER 2025

CONTRACTOR	LIST DATE	INSPECTOR	PICK UP DATE	RETURN DATE	LIST AMOUNT	SPO
123 RGV SERVICES						
CMJ DEVELOPMENT LLC						
CONCAN SERVICES LLC						
123 RGV SERVICES						
CMJ DEVELOPMENT LLC						
CONCAN SERVICES LLC						
123 RGV SERVICES						
CMJ DEVELOPMENT LLC						
CONCAN SERVICES LLC						
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CONCAN SERVICES LLC						
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CMJ DEVELOPMENT LLC						
CONCAN SERVICES LLC						
123 RGV SERVICES						

[illegible]

Rotating List Standard Operating Procedure

1. Alphabetic Routing List

- **Created master Excel list** of all mowers in alphabetical order.
- For example: Mower A, Mower B, Mower C, etc.
- **Initial Setup:**
 - Start with Mower A, then Mower B, and so on.
 - After each mowing task, the next mower in the alphabetical list becomes the next one assigned, looping back to the beginning once we've reached the end of the list.

2. Pending Work

- **Track Pending Work:** We assign a column or note on the Excel file to each mower, tracking if they have any unfinished tasks.
 - For example, if Mower A has unfinished work, they would get priority on the next available slot.
- **Adjust for Pending Work:**
 - If a mower has pending work, the next mower on the list would automatically be assigned the job.

3. Machinery Condition

- **Reassign Mowers:**
 - If a mower's equipment is not functioning, skip them and assign the task to the next mower in the alphabetical list.
 - A mower with a malfunctioning machine could be pushed to the back of the rotation or temporarily removed from the schedule until the issue is resolved.

4. Rotation and Flexibility

- **Automatic Rotation with Flexibility:**
 - After a mower completes its task, it is automatically placed at the end of the alphabetical rotation list.
 - If a mower has pending work or their equipment is being repaired, the system should dynamically adjust to keep work flowing without delays.

5. Example Schedule Workflow

Day 1 - First Round of Tasks:

- **Mower A** goes first (alphabetically).
- **Mower B** goes second because they have pending work.
- **Mower C** is skipped because of equipment issues.

- **Mower A** back on top of list, goes next.
- **Mower B** goes next
- **Mower C** is able to process once the equipment is fixed.

Day 2 - Second Round of Tasks (with Mower C repaired):

- **Mower C** is now available again after maintenance.
- The rotation continues with **Mower A**, **Mower B**, **Mower C**, and back to **Mower A**.



CITY OF EDINBURG - CITY COUNCIL

Meeting Date: April 1, 2025

AWARDING OF BIDS

Agenda Item No: 9.B.

Award of Bid No. 2025-8 - Two (2) 100 HP Flygt Pumps

1. Agenda Item:

Consider Awarding Bid No. 2025-8, Two (2) 100 HP Wastewater Treatment Plant Headworks Raw Wastewater Pumps to Xylem-Flygt, in the Amount Not to Exceed \$197,443.20. [Gerardo Carmona Jr., P.E., Director of Utilities]

2. Description:

The bid includes two (2) pumps to replace aging equipment, ensuring continued pump redundancy at the headworks as required by state regulations. The manufacturer provides a five-year warranty for the pumps.

On Tuesday, March 18, 2025, bids for Bid No. 2025-8, 100 HP Wastewater Treatment Plant Headworks Raw Wastewater Pumps were opened. A total of three (3) bids were received and reviewed. After evaluation, staff recommends awarding Bid No. 2025-8 to Xylem - Flygt, the lowest responsive bidder meeting specifications, for an amount not to exceed \$197,443.20.

Below are the vendors who responded to the bid:

<u>VENDOR</u>	<u>UNIT PRICE</u>	<u>QTY</u>	<u>EXTENDED PRICE</u>
Xylem-Flygt	\$ 98,721.60	(2)	\$197,443.20
Southern Trenchless Solutions, LLC	\$102,986.63	(2)	\$205,973.26
CB3 Consultant Hauling Equipment	\$103,690.00	(2)	\$207,380.00

City Staff have verified that no monies are owed to the City by each vendor listed above. The City has previously done business with Xylem-Flygt.

Funding in the amount of \$197,443.20 is available through the Utility Fund Operating Budget.

3. Staff's Recommendation:

Approve Awarding Bid No. 2025-8, Two (2) 100 HP Wastewater Treatment Plant Headworks Raw Wastewater Pumps to Xylem-Flygt, in the Amount Not to Exceed \$197,443.20.

Reviewed by:

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

Prepared by:

Vanessa Velasquez,
Administrative Assistant

Attachments:

- A. Notice to Bidders
- B. Bid Tabulation
- C. Bid Xylem-Flygt
- D. Bid Southern Trenchless Solutions, LLC
- E. Bid CB3 Consultant Hauling Equipment
- F. Bidders List

REQUEST FOR BIDS

2025-8

100 HP WASTEWATER TREATMENT PLANT HEADWORKS RAW WASTEWATER PUMPS

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



RELEASE DATE: February 19, 2025

DEADLINE FOR QUESTIONS: February 28, 2025

RESPONSE DEADLINE: March 11, 2025, 3:00 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

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

City of Edinburg
REQUEST FOR BIDS
100 HP Wastewater Treatment Plant Headworks Raw Wastewater
Pumps

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

Attachments:

- A - Rules for Electronic Bidding
- B - 100HP Headworks pumps spec
- C - Approved Equal & Product Substitution Procedures
- D - Screenshot WWTP HEADWORKS PUMP
- E - Screenshot WWTP HEADWORKS PUMP TOP VIEW

1. Introduction

1.1. Summary

The City of Edinburg is soliciting sealed Request for Bids for the purchase / replacement of two (2) 100 Horse Power pumps for the Edinburg Wastewater Treatment Plant Headworks Pump Station.

1.2. Background

The purpose of these specifications/requirements and bid documents is for the Edinburg Wastewater Treatment Plant located at 1201 N M Road, Edinburg, Texas. All specifications/requirements shown are minimum.

1.3. Contact Information

Project Contact:

Arturo Martinez

Assistant Director of Utilities

1201 N Doolittle Rd.,

Edinburg, TX 78539

Email: amartinez@cityofedinburg.com

Phone: [\(956\) 388-8212](tel:(956)388-8212)

Procurement Contact:

Criselda Lozano

Purchasing Manager

415 W. University Drive

Edinburg, TX 78541

Email: clozano@cityofedinburg.com

Phone: [\(956\) 388-8964](tel:(956)388-8964)

Department:

Utilities

Department Head:

Gerardo Carmona

Director of Utilities

1.4. Timeline

Release Project Date	February 19, 2025
Question Submission Deadline	February 28, 2025, 3:00pm
Proposal Submission Deadline	March 11, 2025, 3:00pm

2. Legal Notice

2.1. Notice to Respondents

The City of Edinburg is soliciting competitive sealed bids from qualified vendors for 100 HP Wastewater Treatment Plant Headworks Raw Wastewater Pumps.

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

3:00 pm, Tuesday, March 11, 2025.

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, March 11, 2025.

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

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

If a Bidder chooses to submit a Hard Copy Bid, it must be delivered in a sealed envelope, with a return address and clearly marked "City of Edinburg Bid. 2025-8" to the City Secretary's Office prior to the bid opening date and time. The receiving time in the City Secretary's Office will be the governing time for acceptability of the bids. The Bidder's firm name shall appear on the outside of the envelope.

Submit Bids To:

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

If Hand-Delivering Bids: 415 W. University Drive

c/o City Secretary Department (1st Floor)

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

If you have any questions or require additional information regarding this bid, you may contact Veronica Gutierrez, Purchasing Specialist II, please submit your questions via OpenGov at the website listed above no later than 3:00 pm, Friday, February 28, 2025

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

3. Instructions, Terms and Conditions

3.1. Instructions to Bidders

PURPOSE

The purpose of these solicitation documents is to provide a Bids for: 100 HP Wastewater Treatment Plant Headworks Raw Wastewater Pumps

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

SUBMITTAL OF "HARD COPY" BID

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

If Hand-Delivering Bids: 415 W. University Drive

c/o City Secretary Department (1st Floor)

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

PREPARATION OF BID

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

DEVIATION FROM SPECIFICATION

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

ALTERATIONS/AMENDMENTS TO BID

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

SALES TAX

State sales tax must not be included in the bid.

SUBSTITUTIONS

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

NO BID RESPONSE

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

EXCEPTIONS

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

BRAND OR MANUFACTURER REFERENCE

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

DELIVERY

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

DELAY IN SERVICE DELIVERY

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

SERVICE DELIVERED PRICING

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

RIGHT TO REJECT/AWARD

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

MULTIPLE VENDOR CONTRACTS

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

INDEMNIFICATION CLAUSE

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

ADDENDA

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

PAYMENT

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

SYNONYM

Where in this bid package ITEMS is used, its meaning shall refer to the 100 HP Wastewater Treatment Plant Headworks Raw Wastewater Pumps as specified.

ASSIGNMENT

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

BIDDER'S EMPLOYEES

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

INTERPRETATIONS

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

STATUTORY REQUIREMENTS

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

RIGHT TO WAIVE

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

COOPERATIVE PRICING

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

VALID BID TIME FRAME

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

PREPARATION OF BID

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

CONFIDENTIAL INFORMATION

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

VERBAL THREATS

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

MATHEMATICAL ERRORS

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

AUDIT

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

PAST PERFORMANCE

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

JURISDICTION

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

VENUE

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

CONSIDERATION OF LOCATION OF BIDDER'S PRINCIPAL PLACE OF BUSINESS

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

AWARD

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

CONSIDERATION OF LOCATION OF BIDDER'S PRINCIPAL PLACE OF BUSINESS

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

SPECIAL CIRCUMSTANCES

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

TERMINATION OF CONTRACT

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

ETHICAL STANDARD

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

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

3.2. INSURANCE REQUIREMENTS

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

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

Minimum Insurance Requirements

Type of Coverage Limits of Liability

Worker's Compensation Statutory Coverage

Comprehensive General Liability

(City named as additional insured)

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

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

or \$500,000 combined single limits

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

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

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

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

Minimum Insurance Requirements

Type of Coverage Limits of Liability

Worker's Compensation Statutory Coverage

Employer's Liability Bodily Injury by Accident:

\$100,000 each accident

Bodily Injury by Disease:

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

Comprehensive General Liability

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

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

or \$500,000 combined single limits

Comprehensive Auto Liability

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

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

or \$500,000 combined single limits

City's Protective Liability

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

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

or \$500,000 combined single limits

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

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

4. Specifications

4.1. 100 HP Wastewater Treatment Plant Headworks Raw Wastewater Pumps

The vendor(s) shall provide bid(s) for two(2) submersible pumps and must comply with the attached submersible pump specifications found in section 7. Attachments.

5. Vendor Questionnaire

5.1. Required Forms

5.1.1. *Attach a copy of your company's insurance certificate.**

Please attach the insurance certificate

*Response required

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

Please download the below documents, complete, and upload.

- [GENERAL QUESTIONNAIRE.pdf](#)

*Response required

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

Please download the below documents, complete, and upload.

- [LITIGATION DISCLOSURE FORM.pdf](#)

*Response required

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

Please download the below documents, complete, and upload.

- [CONFLICT OF INTEREST.pdf](#)

*Response required

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

HB 89

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

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

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

*Response required

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

SB 13 ENERGY COMPANY BOYCOTTS

The 87th Texas Legislature approved new legislation, effective Sept. 1, 2021, which amends Texas Local Government Code 2274.002 Section 1. Subtitle A, Title 8 by adding Chapter 809 which states that a

governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

1) does not boycott energy companies and will not boycott energy companies during the term of the Contract. If Respondent does not make that verification, Respondent must so indicate in its Response and state why the certification is not required , or

2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Agency.

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

*Response required

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

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

1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and

2) will not discriminate during the term of the contract against a firearm entity or firearm trade association.

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

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

*Response required

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

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

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

*Response required

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

CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ,

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

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

*Response required

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

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

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

☐ Yes

☐ No

*Response required

6. Pricing Proposal

100 HP WASTEWATER TREATMENT PLANT HEADWORKS

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid
1	100 HP SUBMERSIBLE PUMP (SEE ATTACHED SPECIFICATION)	2	EA			
TOTAL						



BID 2025-8 - 100 HP Wastewater Treatment Plant Headworks Raw Wastewater Pumps Opening Date March 18, 2025 at 3:00 p.m.

Vendors:				Xylem-Flygt	Southern Trenchless Solutions, LLC	CB3 CONSULTANT HAULING
Line Item	Description	Quantity	Unit of Measure	Unit Cost	Unit Cost	Unit Cost
1	100 HP SUBMERSIBLE PUMP (SEE ATTACHED SPECIFICATION)	2	EA	\$98,721.60	\$102,986.63	\$103,690.00
			Total	\$197,443.20	\$205,973.26	\$207,380.00



City of Edinburg

Utilities

Gerardo Carmona, Director of Utilities

415 W. University Drive, Edinburg, TX 78541

[XYLEM-FLYGT] RESPONSE DOCUMENT REPORT

NTB-ITEMS No. 2025-8

100 HP Wastewater Treatment Plant Headworks Raw Wastewater Pumps

RESPONSE DEADLINE: March 18, 2025 at 3:00 pm

Report Generated: Wednesday, March 19, 2025

Xylem-Flygt Response

CONTACT INFORMATION

Company:

Xylem-Flygt

Email:

frank.pardo@xylem.com

Contact:

Frank Pardo

Address:

2029 N Lexington Blvd
Corpus Christi, TX 78409

Phone:

(956) 638-5256

Website:

www.xylem.com

Submission Date:

Mar 17, 2025 11:48 AM (Central Time)

ADDENDA CONFIRMATION

Addendum #1

Confirmed Mar 12, 2025 7:20 AM by Frank Pardo

Addendum #2

Confirmed Mar 17, 2025 7:24 AM by Frank Pardo

QUESTIONNAIRE

1. Required Forms

ATTACH A COPY OF YOUR COMPANY'S INSURANCE CERTIFICATE.*

Pass

Please attach the insurance certificate

cert_NYC_City_of_Edinburg_12179397_2.pdf

PLEASE FILL OUT GENERAL QUESTIONNAIRE AND UPLOAD HERE *

Pass

Please download the below documents, complete, and upload.

- [GENERAL QUESTIONNAIRE.pdf](#)

general_Q.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.pdf

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

Pass

Please download the below documents, complete, and upload.

- [CONFLICT OF INTEREST.pdf](#)

conflict.pdf

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

Pass

HB 89

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

89.pdf

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

Pass

SB 13 ENERGY COMPANY BOYCOTTS

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

13.pdf

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

Pass

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

19.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...](#)

affidavit.pdf

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

Pass

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

Conflict_2.pdf

IF AWARDED THE 1295 FORM WILL NEED TO 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.

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Yes

PRICE TABLES

100 HP WASTEWATER TREATMENT PLANT HEADWORKS

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid
1	100 HP SUBMERSIBLE PUMP (SEE ATTACHED SPECIFICATION)	2	EA	\$98,721.60	\$197,443.20	
TOTAL					\$197,443.20	



City of Edinburg

Utilities

Gerardo Carmona, Director of Utilities

415 W. University Drive, Edinburg, TX 78541

[SOUTHERN TRENCHLESS SOLUTIONS, LLC] RESPONSE DOCUMENT REPORT

NTB-ITEMS No. 2025-8

100 HP Wastewater Treatment Plant Headworks Raw Wastewater Pumps

RESPONSE DEADLINE: March 18, 2025 at 3:00 pm

Report Generated: Wednesday, March 19, 2025

Southern Trenchless Solutions, LLC Response

CONTACT INFORMATION

Company:

Southern Trenchless Solutions, LLC

Email:

adminstx@southerntrenchless.com

Contact:

Ramon Closner

Address:

1200 W. Expressway 83

La Feria,, TX 78559

Phone:

(956) 286-4660

Website:

N/A

Submission Date:

Mar 17, 2025 2:00 PM (Central Time)

ADDENDA CONFIRMATION

Addendum #1

Confirmed Mar 11, 2025 1:36 PM by Ramon Closner

Addendum #2

Confirmed Mar 17, 2025 1:33 PM by Ramon Closner

QUESTIONNAIRE

1. Required Forms

ATTACH A COPY OF YOUR COMPANY'S INSURANCE CERTIFICATE.*

Pass

Please attach the insurance certificate

Certificate_of_Insurance.pdf

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 FORM 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 HOUSE BILL 89 AND UPLOAD HERE*

Pass

HB 89

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

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

House_Bill_89_Verification.pdf

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

Pass

SB 13 ENERGY COMPANY BOYCOTTS

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

Senate_Bill_13_Verification.pdf

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

Pass

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

Senate_Bill_19_Verification.pdf

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

Pass

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

Edinburg_Non_Collusion_Affidavit.pdf

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

Pass

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Form_CIQ.pdf

IF AWARDED THE 1295 FORM WILL NEED TO BE PROVIDED.*

Pass

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Yes

PRICE TABLES

100 HP WASTEWATER TREATMENT PLANT HEADWORKS

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid
1	100 HP SUBMERSIBLE PUMP (SEE ATTACHED SPECIFICATION)	2	EA	\$102,986.63	\$205,973.26	
TOTAL					\$205,973.26	



City of Edinburg

Utilities

Gerardo Carmona, Director of Utilities

415 W. University Drive, Edinburg, TX 78541

[CB3 CONSULTANT HAULING EQUIPMENT] RESPONSE DOCUMENT REPORT

NTB-ITEMS No. 2025-8

100 HP Wastewater Treatment Plant Headworks Raw Wastewater Pumps

RESPONSE DEADLINE: March 18, 2025 at 3:00 pm

Report Generated: Wednesday, March 19, 2025

CB3 CONSULTANT HAULING EQUIPMENT Response

CONTACT INFORMATION

Company:

CB3 CONSULTANT HAULING EQUIPMENT

Email:

cb3consultanteric@gmail.com

Contact:

ERIC CACERES

Address:

506 w University
EDINBURG, TX 78539

Phone:

N/A

Website:

N/A

Submission Date:

Mar 18, 2025 9:49 AM (Central Time)

ADDENDA CONFIRMATION

Addendum #1

Confirmed Mar 12, 2025 9:17 AM by ERIC CACERES

Addendum #2

Confirmed Mar 17, 2025 10:14 AM by ERIC CACERES

QUESTIONNAIRE

1. Required Forms

ATTACH A COPY OF YOUR COMPANY'S INSURANCE CERTIFICATE.*

Pass

Please attach the insurance certificate

20250228_095839.PDF

PLEASE FILL OUT GENERAL QUESTIONNAIRE AND UPLOAD HERE *

Pass

Please download the below documents, complete, and upload.

- [GENERAL_QUESTIONNAIRE.pdf](#)

COMPANY_PROVIDING_PROPOSAL_EDINBURG.pdf

CONT_COMAPNY.pdf

PLEASE FILL OUT THE LITIGATION DISCLOSURE FORM AND UPLOAD HERE*

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LITIGATION_EDINBURG.pdf

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HOUSE_BILL_CONT.pdf

PLEASE FILL OUT AND SIGN HOUSE BILL 89 AND UPLOAD HERE*
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HOUSE_BILL_EDINBURG.pdf

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

SENATE_BILL_13_EDINBURG.pdf

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

Pass

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

SENATE_BILL_19_EDINBURG.pdf

Scan_20250311.pdf

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

Pass

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

Scan_20250311_(2).pdf

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

Scan_20250311_(3).pdf

IF AWARDED THE 1295 FORM WILL NEED TO 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

100 HP WASTEWATER TREATMENT PLANT HEADWORKS

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	No Bid
1	100 HP SUBMERSIBLE PUMP (SEE ATTACHED SPECIFICATION)	2	EA	\$103,690.00	\$207,380.00	
TOTAL					\$207,380.00	

Vendor Emails	
info@accapumps.com	pmc-controls@live.com
sales@ada-gps.com	jhorn@ironhorsecs.com
sandra@nolansonline.com	cmitchum@RedEagleTexas.onmicrosoft.com
SALES@AMG-SUPPLY.COM	reliance@relitorin.com
srobinson@ascoeq.com	j.rincon@rinconair.com
arobinson@atrfluidsolutions.com	edward.salinas@irrigation-mart.com
danaoconnor@ciesales.com	Rockingkpm@gmail.com
MARIANNE@BULLCHASE.COM	spassmore@romco.com
bluestarelect@aol.com	jessica@rowletthardware.com
cathy.cksalesandservices@gmail.com	ashaver@ruralpipe.com
bvela@carconindustries.com	jclark@waymech.com
cynthiaperez29@hotmail.com	bminhas@scmconsultants.net
tedwards@coastalandm.com	sales@supplytexas.com
Shonda@coastalpump.com	wvenegas@stwsoboy.com
rmilian@cougarusa.com	john@starsandstripesaerospace.com
cpmrinfo@gmail.com	catanmo@bakken-er.com
salestaxgroup@dxpe.com	rafael@tradeprosals.com
echolsenvironmental@gmail.com	vcox@traviscoxplumbing.com
amee@elpasophoenixpumps.com	swilson@tripledpump.com
miriam@elitepumps.net	msierra@texpetrol.net
dhanson@burgooncompany.com	john@usapumps24.com
govbids@fastenal.com	sales@vmpindustrialsales.com
fran@fmwtx.com	sales@varitech-industries.com
SCS.South@grainger.com	cwoods@zoneindustries.com
globalonlinesalesllc@gmail.com	valleysales@odessapumps.com
harperhardwareco@gmail.com	frank.prado@xylem-inc.com
sales@isi-tx.com	adminstx@southerntrenchless.com
karla@jnkus.com	jaguirre@precisionpumpsystems.com
precious@jamestownindustries.com	kasey.lewis@valleyarmature.com
kaycie@bandrservices.co	ianb@smithpump.com
admin@k3salesandservices.com	jeff@newmanregency.com
debra.johnston@knighten.com	skoening@northstarind.net
jim@leonardwaterservices.com	admin@oldskuhldiesel.com
jolson@letsos.com	krista@paramountwastewater.com
elena@mammoth-solutions.com	Devon.Sankar@Pivotallnd.com
sales@mavich.com	Alanah@boilerusa.com
erin@acandplumbing.com	correy.woods@protechgroupllc.com
wade.davis@mooresupply.com	



CITY OF EDINBURG - CITY COUNCIL

Meeting Date: April 1, 2025

CONTRACTUALS

Agenda Item No: 10.A.

Inter-Local Agreement with Hidalgo County

1. Agenda Item:

Consider Authorizing the City Manager to Execute an Interlocal Agreement Between the City of Edinburg and Hidalgo County for the Striping Improvements to the Edinburg Downtown Square Along State Highway 107 and US Business 281. [Tomas D. Reyna, Assistant City Manager]

2. Description:

The Hidalgo County and the City of Edinburg, are responsible for maintenance and improvements to certain roadways within their boundaries.

Hidalgo County has secured all necessary engineering services and provided the City of Edinburg with a new striping plan, signage plan, and updated traffic signal timings for the Downtown Square. Additionally, the County will procure all required signage and ensure its installation. As part of the project, the County will contribute a lump sum of \$140,352.84 toward the total costs, to be paid within thirty (30) days of the agreement's commencement but not before.

The City agrees to procure and implement the designated striping, install all provided signage, and execute the traffic signal timing plans supplied by the County. The project will begin no later than May 1, 2025, and be completed by on or before September 30, 2025. Any unused portion of the County's contribution shall be returned within thirty (30) days of project completion or the agreement's conclusion. The City will be responsible for any costs exceeding the County's contribution.

3. Staff's Recommendation:

Approve Authorizing the City Manager to Execute an Interlocal Agreement Between the City of Edinburg and Hidalgo County for the Striping Improvements to the Edinburg Downtown Square Along State Highway 107 and US Business 281

Reviewed by:

Prepared by:

Tomas Reyna, Assistant City Manager

Attachments:

A. ILA with HC and COE Downtown Square Striping 3.24.25

STATE OF TEXAS §

COUNTY OF HIDALGO §

**INTERLOCAL COOPERATION AGREEMENT BETWEEN THE COUNTY OF HIDALGO AND THE CITY
OF EDINBURG, TEXAS CONCERNING CERTAIN STRIPING IMPROVEMENTS TO EDINBURG
DOWNTOWN SQUARE SH107 AND US BUSSINESS 83**

This Agreement is made on this the _____ day of _____, 2025 by and between CITY OF EDINBURG, TEXAS, hereinafter referred to as "CITY", and the COUNTY OF HIDALGO, TEXAS hereinafter referred to as "COUNTY", collectively referred to as the "Parties", acting under the authority granted in and pursuant to the provisions of the Texas Interlocal Cooperation act (the "Act"), Chapter 791, Texas Government Code.

WITNESSETH:

WHEREAS, the CITY is a home rule municipality and a local government as defined by the Act, located in Hidalgo COUNTY, Texas; and

WHEREAS, the COUNTY of the State of Texas, and a local government as defined by the Act; and

WHEREAS, the COUNTY and CITY, each pursuant to its statutory and constitutional authority, are responsible for maintenance and improvements to certain roadways within their boundaries; and

WHEREAS, the COUNTY has procured all the Engineering Services and will provide a Engineered Signed and Sealed New Striping Plan, Signage Plan, and New Traffic Signal Timings for the Downtown Square as outlined in the attached Exhibit "B".

WHEREAS, the COUNTY will procure all the Signage and provide them to the CITY as outlined in the New Signage Plan for the Downtown Square as outlined in the attached Exhibit "A".

WHEREAS, the CITY will procure striping services through their annual striping contract; and

WHEREAS, the CITY and COUNTY, through CITY desire to improve the striping to the Edinburg Downtown Square SH107 & US Business 281 (the "PROJECT"); and

WHEREAS, the County agrees to contribute towards the total cost of the Project as described herein, and in accordance with the project costs outlined in the attached Exhibit "A", and

WHEREAS, the County agrees to purchase all the traffic control signage for the for the Project and the CITY will install said signage as outlined in the attached Exhibit "A", and

WHEREAS, CITY and COUNTY are authorized to enter into this Agreement pursuant to the Inter-local Cooperation Act, Tex. Gov't. Code 791.001 et. seq., which authorizes units of local government to contract with each other to perform governmental functions and services under the terms of the Act;

NOW, THEREFORE, the COUNTY and CITY, in consideration of the mutual covenants hereinafter, agree as follows:

1. All of the above statements are incorporated herein and fully restated.
2. The CITY will procure and install all of the striping and signage improvements at the Edinburg

Downtown Square SH 107 and US Business 281.

3. Upon commencement of construction the project, and not sooner, CITY will be responsible for the relocation of any City owned non-compensable utilities.
4. **City & County Contribution.** During the Term of this Agreement and so long as an event of default has not occurred and is not continuing as set forth herein (provided, however, an event of default hereunder shall not be deemed to have occurred until after the expiration of the applicable notice and cure period), City and County shall comply with the following terms and conditions:
 - a. **Contribution.** The County shall contribute a lump sum amount of \$140,352.84 toward the total Project costs as outlined in the attached Exhibit "A". County's contribution shall be made within thirty (30) days of the commencement of this agreement and not sooner. The City agrees to commence the Project no later than May 1, 2025, and shall complete the same no later than September 30, 2025. Any unused portion of the County's contribution shall be returned to the County within thirty (30) days of either the completion of the Project or the conclusion of this Agreement. The City shall be responsible for any Project cost over the County's contribution.
5. The term of this Agreement shall be from the Effective Date of the Agreement to September 30, 2025. The Effective Date of this Agreement shall be the date upon which both parties have fully executed this Agreement.
6. Pursuant to Tex. Trans. Code 251.012, the COUNTY authorizes the CITY to perform the work and services described herein within its corporate city limits.
7. Each party agrees to conform to its own applicable purchasing laws, regulations, policies, and procedures with respect to the portion of the work under this Agreement Performed by each party.
8. **Event of Default:** The following shall constitute an "Event of Default" under this Agreement:
 - a. **Failure to Begin or Maintain Project:** City's failure or refusal to begin the Project by shall be deemed an event of default. Upon beginning the Project, City's failure to maintain construction of the Project for a period of 1 year shall be deemed an event of default.
 - b. **Construction of Project.** City's failure to comply with its construction obligations set forth in this Agreement shall be deemed an event of default.
9. **Conflict of Applicable Law:** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is a conflict between and provisions of their Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provisions or provision of the Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during times such conflict exists.
10. **No Waiver:** No waiver by any party hereto of any breach of any provisions of the Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.
11. **Entire Agreement:** This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representation or agreement in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement, in writing, executed by the CITY and COUNTY, and not otherwise.
12. **TEXAS LAW TO APPLY:** THIS AGREEMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, AND ALL OBLIGATION OF THE

PARTIES CREATED HEREUNDER ARE PERFORMABLE IN HIDALGO COUNTY, TEXAS. THE PARTIES HEREBY CONSENT TO PERSONAL JURISDICTION IN HIDALGO COUNTY, TEXAS.

13. **Indemnification:** To the extent allowed under the Constitution and laws of the State of Texas, COUNTY agrees to indemnify and hold harmless and defend CITY, its agents, employees and officers from and against any claim, loss, damage, liability and expense, including reasonable attorney's fees, incurred or suffered by it, by reason of any and all claims, demands or causes of action asserted or that may be asserted, against any or all of the above named parties, whether alleging intentional or negligent acts or omissions, and whether seeking compensatory or punitive damages, and involving, arising out of, or in any manner related to this agreement.
14. **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communication required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to CITY:

CITY of Edinburg
Attention: Ramiro Garza, Jr., Mayor
415 W. University Drive
Edinburg, Texas 78541

With copy to:

CITY of Edinburg
Attention: Myra L. Ayala, City Manager
415 W. University Drive
Edinburg, Texas 78541

If to COUNTY:

Hidalgo County of Hidalgo, Texas
Attention: Richard Cortez, COUNTY Judge
P.O. Box 758
Edinburg, Texas 78540-0758

With copy to:

Commissioner, Precinct Number 4
Attention: Ellie Torres
1051 N. Doolittle
Edinburg, Texas 78541

Each notice, demand, request, or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee of, if mailed, at such time as it is deposited in the United States mail.

15. **Additional Documents.** The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.
16. **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.
17. **Assignment.** This Agreement shall not be assignable.
18. **Headings.** The heading and captions contained in this Agreement are solely for convenience

reference and shall not be deemed to affect the meaning or interpretation of any provision of paragraph hereof.

19. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and singular shall include the plural whenever and as often as may be appropriate.
20. **Authority to Execute.** The execution and performance of the Agreement by CITY and COUNTY have been duly authorized by all necessary laws, resolutions and corporate action, and this Agreement constitutes the valid and enforceable obligations of CITY and COUNTY in accordance with its terms.
21. **Government Purpose.** Each party hereto is entering into this Agreement for the purpose of providing for governmental services or functions and will pay for such services out of current revenues available for the paying party, as herein provided.
22. **Commitment of Current Revenues Only.** In the event that, during any term, hereof, the governing body of any party does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then any party may terminate this Agreement upon ninety (90) days written notice to the other party. Each of the parties hereto agrees, however, to use its best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of each party hereto pursuant to the provisions of Tex. Loc. Govt. Code Ann. §271.903.
23. **Term.** The effective date of this agreement shall be the date first written above. The term of the Agreement shall be for the time period referenced above.
24. **Termination.** Either party may terminate this Agreement with or without cause upon thirty (30) days written notice to the other.
25. **Liability Insurance.** Each entity will carry sufficient liability insurance at the statutorily required limits, pursuant to the Texas Tort Claims Act.
26. **Immunities.** It is expressly understood and agreed that, in the execution of this agreement, neither the CITY nor COUNTY waive, nor shall be deemed hereby to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercising of governmental powers and functions.
27. **Non-Discrimination.** The Agreement and all related activities shall be conducted in a manner that does not discriminate against any person on a basis prohibited by applicable law or COUNTY and CITY policy, including without limitation race, color, national origin, religion, sex, age, veteran status, disability or any other category protected under law.
28. **Governing Provisions.** Parties shall comply with all applicable laws and regulations. A non-exclusive list of regulations commonly applicable to Federal and State grants and equipment can be found in the new 2 CFR 200 Uniform Administrative Requirements, Cost Principles and Audit Requirements.
29. **Legal Construction/Severability.** In case any one or more of the provisions contained in this Agreement will for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect any other provision thereof, and this Agreement will be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
30. **Prior Agreements.** This Agreement supersedes and terminates all previous Inter local Agreement(s) between the parties hereto concerning the subject matter hereof, except for any Inter-local Agreement dated prior to this Agreement to the extent work is being performed under said Agreement at the time of executing this Agreement. Once ongoing work under any such previous Inter-local Agreement(s) is completed and payment is remitted such previous Inter-local agreement

shall terminate at such time.

WITNESS THE HANDS OF THE PARTIES effective as of the day and year first written above.

CITY OF EDINBURG, TEXAS

BY: _____
Ramiro Garza, Jr., Mayor

ATTEST:

BY: _____
Clarice Y. Balderas, City Secretary

APPROVED TO FORM:

Approved by Edinburg CITY Council

Josephine Ramirez-Solis, City Attorney

On: _____

HIDALGO COUNTY

BY: _____
Richard Cortez, COUNTY Judge

ATTEST:

By: _____
Arturo Guajardo, Jr., COUNTY Clerk

APPROVED AS TO FORM:

Hidalgo COUNTY Criminal District Attorney's Office
Toribio "Terry" Palacios

By: _____
Robert Vina, III, Assistant District Attorney

STATE OF TEXAS §

COUNTY OF HIDALGO §

**APPROVAL OF
INTER-LOCAL COOPERATION AGREEMENT
PROJECT**

In accordance with Texas Government Code §791.014, Hidalgo COUNTY, Texas, acting by and through the Hidalgo COUNTY Commissioners Court, has been advised of a proposed project whereby the COUNTY desires to contribute to certain striping improvements being constructed by the CITY of Edinburg at the Edinburg Downtown Square along SH 107 and US Business 83 which is within the Edinburg CITY Limits and the boundaries of Hidalgo COUNTY, Texas; through the Inter-local Cooperation Agreement to be entered into with the CITY of Edinburg, Texas, and Hidalgo COUNTY.

By vote on _____ 2025, the Hidalgo COUNTY Commissioners Court has approved the Project identified above.

Richard Cortez, COUNTY Judge

ATTEST:

Arturo Guajardo, Jr., COUNTY Clerk

APPROVED AS TO FORM:

Hidalgo County Criminal District Attorney's Office
Toribio "Terry" Palacios.

By: _____
Robert Vina, III, Assistant District Attorney

**INTERLOCAL COOPERATION AGREEMENT BETWEEN THE COUNTY OF HIDALGO AND THE CITY
OF EDINBURG, TEXAS CONCERNING CERTAIN STRIPING IMPROVEMENTS TO EDINBURG
DOWNTOWN SQUARE SH107 AND US BUSSINESS 83
EXHIBIT "A"**

PROJECT ESTIMATE



REFERENCE NO. 022525-01	PROJECT NAME Downtown Courthouse Square Re-Striping		DATE ISSUE 2/25/2025
LOCATION EBG	OWNER CITY OF EDINBURG	TYPE OF ESTIMATE PRELIMINARY	ESTIMATOR: Department of Public Works
BASIS OF ESTIMATE ☐ DESIGN ☒ COMPLETED PRELIMINARY DESIGN ☐ FINAL DESIGN			

DETAILS OF RECOMMENDED REPAIRS

Work Description	Quantity	Unit	Unit Cost	Amount (US\$)
Striping Under Contract				
ELIMINATE EXISTING PAV MRK & MRKS (4").	18200	LF	\$ 0.35	\$ 6,370.00
ELIMINATE EXISTING PAV MRK & MRKS (8").	1650	LF	\$ 0.85	\$ 1,402.50
ELIMINATE EXISTING PAV MRK & MRKS (12").	4350	LF	\$ 1.50	\$ 6,525.00
ELIMINATE EXISTING PAV MRK & MRKS (24").	935	LF	\$ 3.00	\$ 2,805.00
ELIMINATE EXISTING PREFAB MRK (SINGLE ARROWS)	37	EA	\$ 45.00	\$ 1,665.00
ELIMINATE EXISTING PREFAB MRK (DOUBLE ARROWS)	16	EA	\$ 90.00	\$ 1,440.00
ELIMINATE EXISTING PREFAB MRK (WORDS)	13	EA	\$ 45.00	\$ 585.00
REFL PAV MRK TY I (WHITE) 8" (DOTTED)(100MIL)	200	LF	\$ 1.00	\$ 200.00
REFL PAV MRK TY I (WHITE) 8" (SOLID)(100MIL)	1495	LF	\$ 1.00	\$ 1,495.00
REFL PAV MRK TY I (WHITE) 24" (SOLID)(100MIL) STOP BAR	4105	LF	\$ 3.90	\$ 16,009.50
REFL PAV MRK TY B (WHITE) (LEFT ARROW).	24	EA	\$ 125.00	\$ 3,000.00
REFL PAV MRK TY B (WHITE) (LEFT-DOUBLE ARROW).	7	EA	\$ 200.00	\$ 1,400.00
REFL PAV MRK TY B (WHITE) (RIGHT ARROW).	3	EA	\$ 125.00	\$ 375.00
REFL PAV MRK TY B (WHITE) (WORD- ONLY).	24	EA	\$ 170.00	\$ 4,080.00
REFL PAV MARK TY B (WHITE) (YIELD LINE) ISOSCELES	24	24	\$ 20.00	\$ 480.00
PAVEMENT SEALER 8"	1850	LF	\$ 0.40	\$ 740.00
PAVEMENT SEALER 24"	4105	LF	\$ 1.20	\$ 4,926.00
REFL PAVE MARK TY 1-C. ALL COMPLETE IN PLACE	133	EA	\$ 3.00	\$ 399.00
REFL PAVE MARK TY II-A-A. ALL COMPLETE IN PLACE	1350	EA	\$ 3.00	\$ 4,050.00
SUB-TOTAL				\$ 57,947.00
Striping Not Under Contract				
WK ZN PAV MRKS SHT TERM TAB TY W	669	EA	\$ 3.15	\$ 2,107.35
WK ZN PAV MRKS SHT TERM TAB TY Y-S	662	EA	\$ 3.15	\$ 2,085.30
PAVEMENT SEALER 6"	19760	LF	\$ 0.40	\$ 7,904.00
REFL PAVE MARK TY I W 6" (DOT) (100 MIL)	155	LF	\$ 0.67	\$ 103.85
(PAVEMENT SEALER ARROW)	24	EA	\$ 52.50	\$ 1,260.00
(PAVEMENT SEALER WORD)	24	EA	\$ 52.50	\$ 1,260.00
(PAVEMENT SEALER DBL ARROW)	7	EA	\$ 105.00	\$ 735.00
(PAVEMENT SEALER TPL ARROW)	3	EA	\$ 105.00	\$ 315.00
(PAVEMENT SEALER YLD TRI)	24	EA	\$ 26.25	\$ 630.00
RE PM W/RET REQ TY I (W) 6" (BRK)(100 MIL)	810	LF	\$ 0.89	\$ 720.90
RE PM W/RET REQ TY I (W) 6" (SLD)(100 MIL)	5450	LF	\$ 0.89	\$ 4,850.50
RE PM W/RET REQ TY I (Y) 6" (SLD)(100 MIL)	13500	LF	\$ 0.89	\$ 12,015.00
(PAV SURF PREP FOR MRK 6")	19760	LF	\$ 0.71	\$ 14,029.60
(PAV SURF PREP FOR MRK 8")	1850	LF	\$ 1.05	\$ 1,942.50
(PAV SURF PREP FOR MRK 24")	4105	LF	\$ 3.68	\$ 15,106.40

Work Description	Quantity	Unit	Unit Cost	Amount (US\$)
Contract Striping Not Under Contract Continued				
(PAV SURF PREP FOR MRK ARROW)	47	EA	\$ 105.00	\$ 4,935.00
(PAV SURF PREP FOR MRK WORD)	24	EA	\$ 178.50	\$ 4,284.00
(PAV SURF PREP FOR MRK 18"YLD TRI)	24	EA	\$ 26.25	\$ 630.00
SUB-TOTAL				\$ 74,914.40
CONTINGENCY	1	PCT	10%	7,491.44
It's important to note that this is an estimate only and is not a guarantee but rather a projection based on the available information and assumptions at a given at this point in time. As the project progresses and additional details emerge, the estimate is subject to refinement, and adjustments may be necessary for the completion of the project.		Total Estimated Project \$ 140,352.84		
REMARKS				

Contractor Valley Striping Corp
PREPARED BY

SIGNATURE

2.28.2025
DATE

FINAL PLANS

THIS IS TO CERTIFY THAT ALL CONSTRUCTION SUBSTANTIAL
WORK WAS PERFORMED IN ACCORDANCE WITH THE PLANS
SPECIFICATIONS AND CONTRACT. ALL PROPOSED CONSTRUCTION
WAS COMPLETED UNLESS OTHERWISE NOTED.

HIDALGO COUNTY OFFICIAL _____

DATE _____

HIDALGO COUNTY
TEXAS

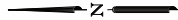
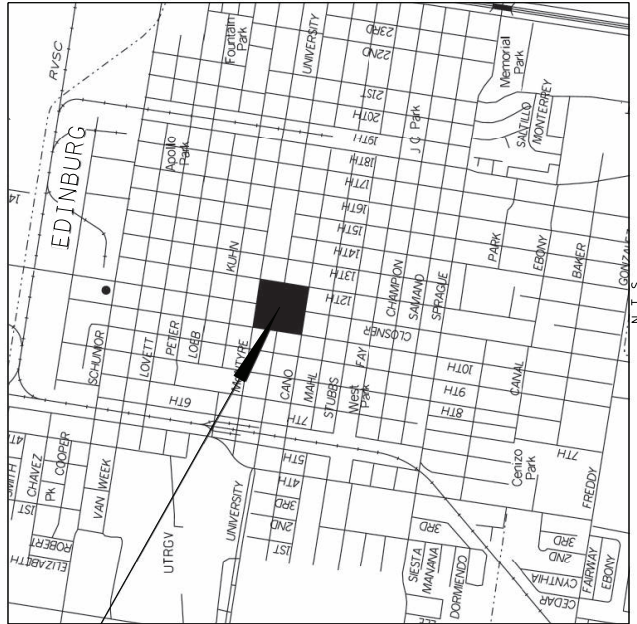
F-12040

DAVID L FUENTES	EDUARDO "EDDIE" CANTU
COMMISSIONER PRECINCT 3	COMMISSIONER PRECINCT 4
EVERARDO "EVER" VILLARREAL	ELLIE TORRES

A:_v-TPD\Project\TX\2021\01D210905TX_02\1_01D210905TX_02.A1_C_GCS01_Cover.dgn

INDEX OF SHEETS

SHEET NO.	GENERAL DESCRIPTION
1	TITLE SHEET
2	PROJECT LIMITS
3-5	ESTIMATE & QUANTITY SHEETS
6-9	REMOVAL LAYOUTS
10-13	PROP PAVEMENT MARKING LAYOUTS
14-17	PROP SIGNING LAYOUTS
	STATE STANDARDS
18-29	BC (1) - 21 THRU BC (12) - 21
30	WZ (STPM) - 13
31	WZ (RCD) - 13
32	WZ (RTS) - 13
33	WZ (BTS-2) - 13
34	WZ (BRK) - 13
35-37	PM (1) - 20 THRU PM (3) - 20
38	PM (4) - 22
39	SMD (GEN) - 08
40-42	SMD (SLIP-1) - 08 THRU SMD (SLIP-3) - 08



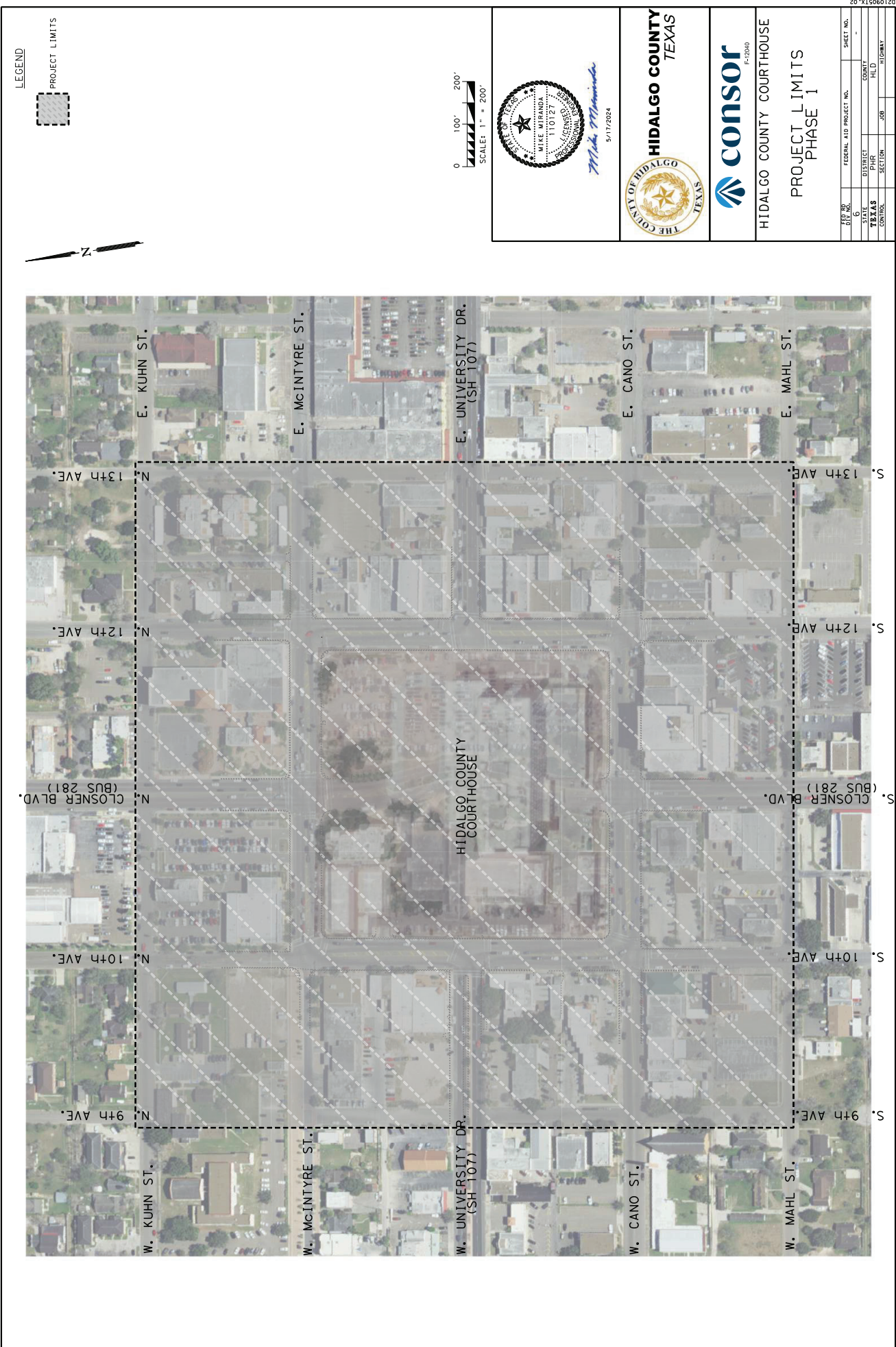
PROJECT NO. C-21-0833-03-08
LIMITS: FROM MAHL STREET TO KUHN STREET
TO 9TH AVENUE TO 13TH AVENUE

PROJECT CONSISTS OF REMOVING EXISTING PAVEMENT MARKINGS AND SIGNS. INSTALLATION OF PAVEMENT MARKINGS AND SIGNS TO REFLECT CURRENT TRAFFIC CONFIGURATION AND TO SERVE AS THE INTERIM TRAFFIC CONTROL.

APPROVED FOR LETTING :

WINDY CO. COUNTY OFFICIAL

HIDALGO COUNTY JUDGE
RICHARD F. CORTEZ



SUMMARY OF REMOVAL ITEMS									
LOCATION	644 6076	677 6001	677 6003	677 6005	677 6007	677 6008	677 6009	677 6012	
	REMOVE SM RD SN SUP&AM	ELIM EXT PAV MRK & MRKS (4')	ELIM EXT PAV MRK & MRKS (8')	ELIM EXT PAV MRK & MRKS (12')	ELIM EXT PAV MRK & MRKS (24')	ELIM EXT PAV MRK & MRKS (ARROW)	ELIM EXT PAV MRK & MRKS (DBL ARROW)	ELIM EXT PAV MRK & MRKS (WORD)	
	EA	LF	LF	LF	LF	EA	EA	EA	
10TH AVE		5050	450	1105	210	9	4	3	
12TH AVE		4585	410	1085	235	11	4	3	
McINTYRE ST		3980	375	1090	260	7	4	3	
CANO ST		4585	415	1070	230	10	4	4	
UNIVERSITY BLVD (SH 107)									
CLOSNR BLVD (BUS 281)	2								
PROJECT TOTALS	2	18200	1650	4350	935	37	16	13	

SUMMARY OF SIGNING ITEMS			
LOCATION	636 6001	644 6027	
	ALUMINUM SIGNS (TY A)	IN SM RD SN SUP&AM TYS80(1)SA(P)	
	SF	EA	
10TH AVE	19	1	
12TH AVE	19	2	
McINTYRE ST	17	2	
CANO ST	44	3	
UNIVERSITY BLVD (SH 107)	0	0	
CLOSNR BLVD (BUS 281)	19	4	
PROJECT TOTALS	117.5	12	

SUMMARY OF TRAFFIC SIGNAL ITEMS		690 6028	
LOCATION	REPLACE OF SIGNAL RELATED SIGNS		
10TH AVE	EA		
12TH AVE	3		
McINTYRE ST	2		
CANO ST	5		
UNIVERSITY BLVD (SH 107)			
CLOSNR BLVD (BUS 281)			
PROJECT TOTALS	12		

SUMMARY OF MOBILIZATION ITEMS		502 6001	
LOCATION	BARRICADES, SIGNS AND TRAFFIC HANDLING		
10TH AVE	MO		
12TH AVE	4		
McINTYRE ST	4		
CANO ST	4		
UNIVERSITY BLVD (SH 107)	4		
CLOSNR BLVD (BUS 281)	4		
PROJECT TOTALS	24		



HIDALGO COUNTY COURTHOUSE
ESTIMATE & QUANTITY
SHEETS
PHASE 1

FED. AID PROJECT NO.	SHEET NO.	FED. AID PROJECT NO.	SHEET NO.
0	-	0	-
STATE	DISTRICT	STATE	DISTRICT
TEXAS	PHR	TEXAS	PHR
SECTION	JOB	SECTION	JOB

20' X 11' 50610120

SUMMARY OF PAVEMENT MARKING ITEMS														
LOCATION	662 6109	662 6111	666 6018	666 6033	666 6036	666 6048	666 6054	666 6057	666 6060	666 6078	666 6099	666 6147	666 6225	666 6226
WK ZN PAV MRK SHT TERM (TAB)TY W	WK ZN PAV MRK SHT TERM (TAB)TY Y-2		REFL PAV MRK TY I (W)6" (DOT) (10 OMIL)	REFL PAV MRK TY I (W)8" (LNDP) (1 OOMIL)	REFL PAV MRK TY I (W)8" (SLD) (1 OOMIL)	REFL PAV MRK TY I (W)24" (SLD) (1 OOMIL)	REFL PAV MRK TY I (W) (ARROW) (1 OOMIL)	REFL PAV MRK TY I (W) (DBL ARROW) (100MIL)	REFL PAV MRK TY I (W) (TPL ARROW) (100MIL)	REFL PAV MRK TY I (W) (WORD) (100 MIL)	REF PAV MRK TY I I (W)18" (YLD TRI) (100MI L)	REFL PAV MRK TY I (Y)24" (SLD) (1 OOMIL)	PAVEMENT SEALER 6"	PAVEMENT SEALER 8"
	EA	EA	LF	LF	LF	LF	EA	EA	EA	EA	EA	LF	LF	LF
10TH AVE	146	174	-	40	330	325	6	1	1	6	6	440	4,860	370
12TH AVE	146	174	-	40	365	390	5	1	1	5	6	400	5,325	405
McINTYRE ST	156	126	55	40	340	435	5	3	-	5	6	225	4,005	435
CANO ST	185	189	100	40	460	250	5	1	1	5	6	400	5,570	600
UNIVERSITY BLVD (SH 107)														
CLOSNR BLVD (BUS 281)	37			40		110	3	1		3			-	40
PROJECT TOTALS	669	662	155	200	1495	1510	24	7	3	24	24	1465	19760	1850

SUMMARY OF PAVEMENT MARKING ITEMS													
LOCATION	666 6230	666 6231	666 6232	666 6234	666 6235	666 6243	666 6306	666 6309	RE PM W/RET REQ TY I (W) 6" (SLD) (10 OMIL)	RE PM W/RET REQ TY I (W) 6" (BRK) (10 OMIL)	PAVEMENT SEALER (TFL ARROW)	PAVEMENT SEALER (DBL ARROW)	PAVEMENT SEALER (WORD)
	PAVEMENT SEALER 24"	PAVEMENT SEALER (ARROW)	PAVEMENT SEALER (WORD)	PAVEMENT SEALER (DBL ARROW)	PAVEMENT SEALER (TFL ARROW)	PAVEMENT SEALER (TFL ARROW)	RE PM W/RET REQ TY I (W) 6" (BRK) (10 OMIL)	RE PM W/RET REQ TY I (W) 6" (SLD) (10 OMIL)					
	LF	EA	EA	EA	EA	EA	LF	LF					
10TH AVE	1,070	6	6	1	1	6	210	1,170					
12TH AVE	1,020	5	5	1	1	6	200	1,385					
McINTYRE ST	835	5	5	3	-	6	200	1,295					
CANO ST	955	5	5	1	1	6	200	1,600					
UNIVERSITY BLVD (SH 107)													
CLOSNER BLVD (BUS 281)	225	3	3	1	-								
PROJECT TOTALS	4105	24	24	7	3	24	810	5450					



HIDALGO COUNTY
TEXAS



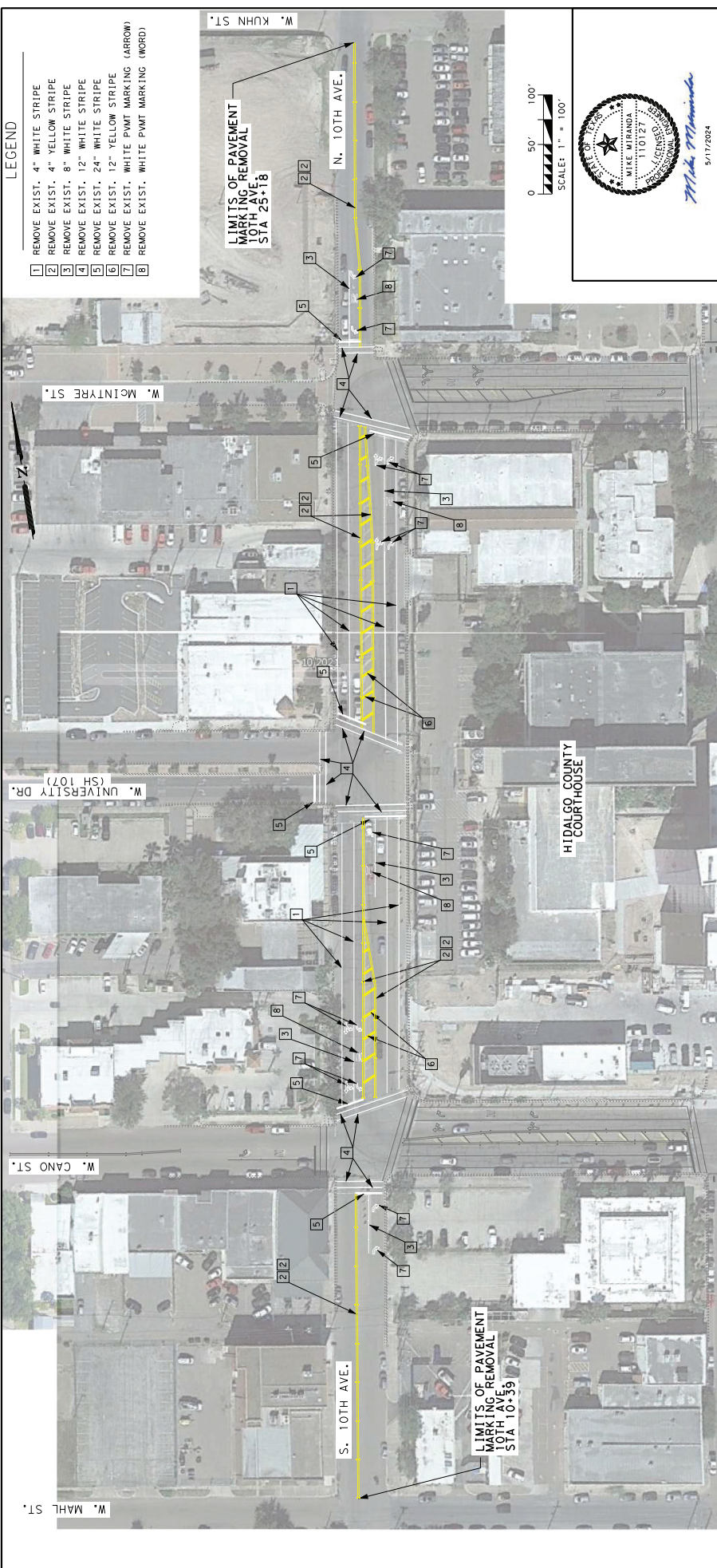
HIDALGO COUNTY COURTHOUSE

ESTIMATE & QUANTITY
SHEETS
PHASE 1

EST. NO.	666	666	666	666	666	666	666	666	666	666	666	666	666	666
FED. AID PROJECT NO.														
DISTRICT	0													
COUNTY	TEXAS													
PHR														
SECTION														
JOB														
REGIONAL														

SHEET - OF -

10310905TX.03.A1.0301.0905TX.03.A1.C.EMS SHEETS.02-09

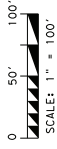


LEGEND

- 1 REMOVE EXIST. 4" WHITE STRIPE
- 2 REMOVE EXIST. 4" YELLOW STRIPE
- 3 REMOVE EXIST. 8" WHITE STRIPE
- 4 REMOVE EXIST. 12" WHITE STRIPE
- 5 REMOVE EXIST. 24" WHITE STRIPE
- 6 REMOVE EXIST. 12" YELLOW STRIPE
- 7 REMOVE EXIST. WHITE PWT MARKING (ARROW)
- 8 REMOVE EXIST. WHITE PWT MARKING (WORD)

LIMITS OF PAVEMENT MARKING REMOVAL
STA 25+18

LIMITS OF PAVEMENT MARKING REMOVAL
10TH AVE
STA 10+39



HIDALGO COUNTY
TEXAS



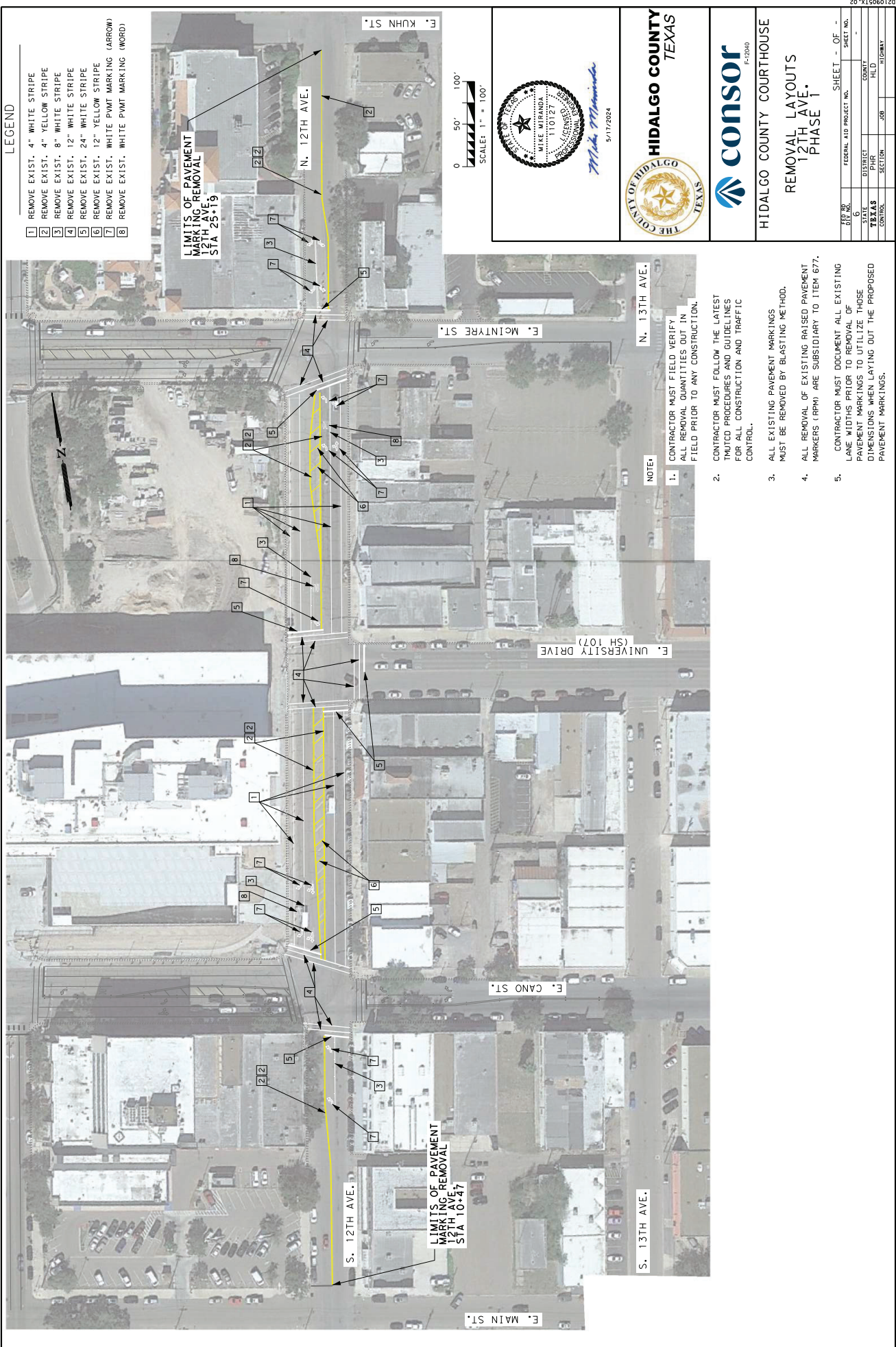
HIDALGO COUNTY COURTHOUSE

REMOVAL LAYOUTS
10TH AVE.
PHASE 1

FED. PROJ. NO.	FEDERAL AID PROJECT NO.	SHEET NO.	SHEET - OF -
0		1	1
STATE	DISTRICT	COUNTY	
TEXAS	PHR	HLD	
CONTRACT	SECTION	JOB	REMARKS

NOTE:

1. CONTRACTOR MUST FIELD VERIFY ALL REMOVAL QUANTITIES OUT IN FIELD PRIOR TO ANY CONSTRUCTION.
2. CONTRACTOR MUST FOLLOW THE LATEST TMUTCD PROCEDURES AND GUIDELINES FOR ALL CONSTRUCTION AND TRAFFIC CONTROL.
3. ALL EXISTING PAVEMENT MARKINGS MUST BE REMOVED BY BLASTING METHOD.
4. ALL REMOVAL OF EXISTING RAISED PAVEMENT MARKERS (RPM) ARE SUBSIDIARY TO ITEM 677.
5. CONTRACTOR MUST DOCUMENT ALL EXISTING LANE WIDTHS PRIOR TO REMOVAL OF PAVEMENT MARKINGS TO UTILIZE THOSE DIMENSIONS WHEN LAYING OUT THE PROPOSED PAVEMENT MARKINGS.



LEGEND

- 1 REMOVE EXIST. 4" WHITE STRIPE
- 2 REMOVE EXIST. 4" YELLOW STRIPE
- 3 REMOVE EXIST. 8" WHITE STRIPE
- 4 REMOVE EXIST. 12" WHITE STRIPE
- 5 REMOVE EXIST. 24" WHITE STRIPE
- 6 REMOVE EXIST. 12" YELLOW STRIPE
- 7 REMOVE EXIST. WHITE PWT MARKING (ARROW)
- 8 REMOVE EXIST. WHITE PWT MARKING (WORD)

LIMITS OF PAVEMENT MARKING REMOVAL
12TH AVE.
STA 25+19

LIMITS OF PAVEMENT MARKING REMOVAL
12TH AVE.
STA 10+47



HIDALGO COUNTY
TEXAS



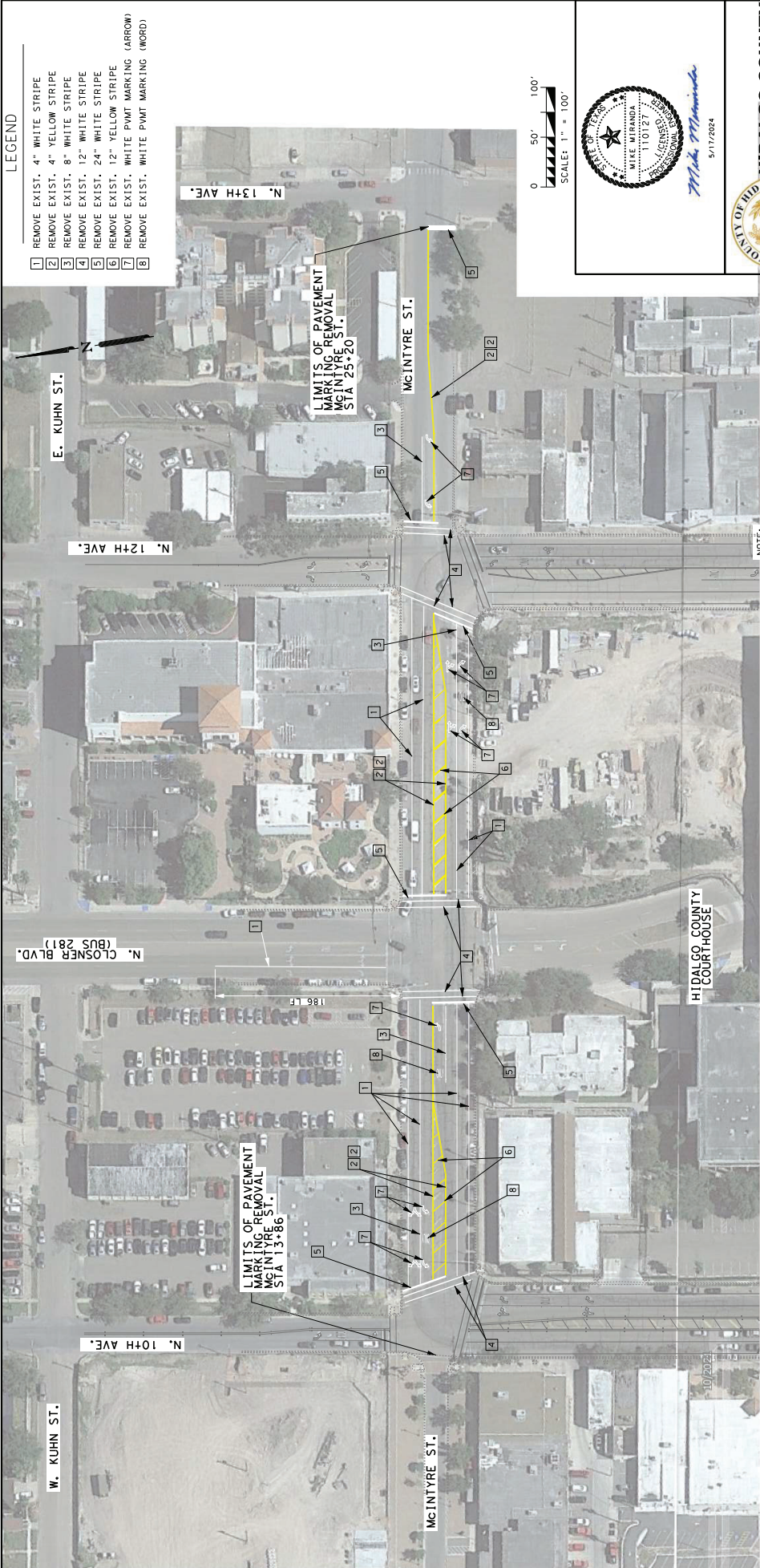
HIDALGO COUNTY COURTHOUSE

REMOVAL LAYOUTS
12TH AVE.
PHASE 1

FED. AID PROJECT NO.	SHEET NO.	SHEET - OF -
6	10	10
DISTRICT	COUNTY	
TX03	HID	
SECTION	JOB	REVISION

NOTE

1. CONTRACTOR MUST FIELD VERIFY ALL REMOVAL QUANTITIES OUT IN FIELD PRIOR TO ANY CONSTRUCTION.
2. CONTRACTOR MUST FOLLOW THE LATEST MUTCD PROCEDURES AND GUIDELINES FOR ALL CONSTRUCTION AND TRAFFIC CONTROL.
3. ALL EXISTING PAVEMENT MARKINGS MUST BE REMOVED BY BLASTING METHOD.
4. ALL REMOVAL OF EXISTING RAISED PAVEMENT MARKERS (RPM) ARE SUBSIDIARY TO ITEM 677.
5. CONTRACTOR MUST DOCUMENT ALL EXISTING LANE WIDTHS PRIOR TO REMOVAL OF PAVEMENT MARKINGS TO UTILIZE THOSE DIMENSIONS WHEN LAYING OUT THE PROPOSED PAVEMENT MARKINGS.



- LEGEND**
- 1 REMOVE EXIST. 4" WHITE STRIPE
 - 2 REMOVE EXIST. 4" YELLOW STRIPE
 - 3 REMOVE EXIST. 8" WHITE STRIPE
 - 4 REMOVE EXIST. 12" WHITE STRIPE
 - 5 REMOVE EXIST. 24" WHITE STRIPE
 - 6 REMOVE EXIST. 12" YELLOW STRIPE
 - 7 REMOVE EXIST. WHITE PAVT MARKING (ARROW)
 - 8 REMOVE EXIST. WHITE PAVT MARKING (WORD)



HIDALGO COUNTY
TEXAS

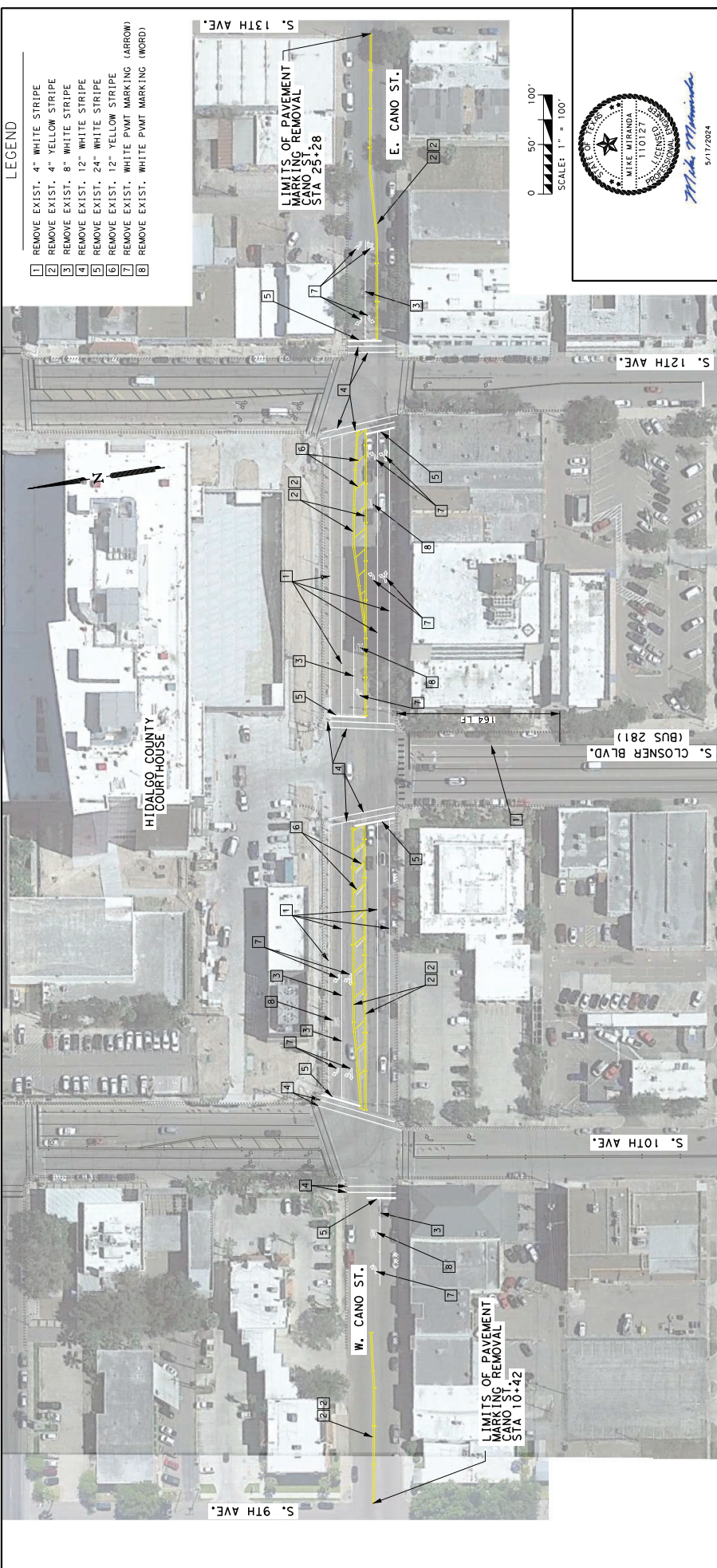


HIDALGO COUNTY COURTHOUSE

REMOVAL LAYOUTS
MCINTYRE ST.
PHASE 1

FED. AID PROJECT NO.	SHEET NO.	SHEET - OF -
0	1	1
DISTRICT	COUNTY	
TX043	HLD	
PHR	SECTION	JOB
CONTRACT	REVISION	

- NOTE:**
- CONTRACTOR MUST FIELD VERIFY ALL REMOVAL QUANTITIES OUT IN FIELD PRIOR TO ANY CONSTRUCTION.
 - CONTRACTOR MUST FOLLOW THE LATEST MUTCD PROCEDURES AND GUIDELINES FOR ALL CONSTRUCTION AND TRAFFIC CONTROL.
 - ALL EXISTING PAVEMENT MARKINGS MUST BE REMOVED BY BLASTING METHOD.
 - ALL REMOVAL OF EXISTING RAISED PAVEMENT MARKERS (RPM) ARE SUBSIDIARY TO ITEM 677.
 - CONTRACTOR MUST DOCUMENT ALL EXISTING LANE WIDTHS PRIOR TO REMOVAL OF PAVEMENT MARKINGS TO UTILIZE THOSE DIMENSIONS WHEN LAYING OUT THE PROPOSED PAVEMENT MARKINGS.



LEGEND

- 1 REMOVE EXIST. 4" WHITE STRIPE
- 2 REMOVE EXIST. 4" YELLOW STRIPE
- 3 REMOVE EXIST. 8" WHITE STRIPE
- 4 REMOVE EXIST. 12" WHITE STRIPE
- 5 REMOVE EXIST. 24" WHITE STRIPE
- 6 REMOVE EXIST. 12" WHITE STRIPE
- 7 REMOVE EXIST. 12" YELLOW STRIPE
- 8 REMOVE EXIST. WHITE PAVT MARKING (ARROW)
- 9 REMOVE EXIST. WHITE PAVT MARKING (WORD)

NOTE:

- CONTRACTOR MUST FIELD VERIFY ALL REMOVAL QUANTITIES OUT IN FIELD PRIOR TO ANY CONSTRUCTION.
- CONTRACTOR MUST FOLLOW THE LATEST MUTCD PROCEDURES AND GUIDELINES FOR ALL CONSTRUCTION AND TRAFFIC CONTROL.
- ALL EXISTING PAVEMENT MARKINGS MUST BE REMOVED BY BLASTING METHOD.
- ALL REMOVAL OF EXISTING RAISED PAVEMENT MARKERS (RPM) ARE SUBSIDIARY TO ITEM 677.
- CONTRACTOR MUST DOCUMENT ALL EXISTING LANE WIDTHS PRIOR TO REMOVAL OF PAVEMENT MARKINGS TO UTILIZE THOSE DIMENSIONS WHEN LAYING OUT THE PROPOSED PAVEMENT MARKINGS.

HIDALGO COUNTY TEXAS

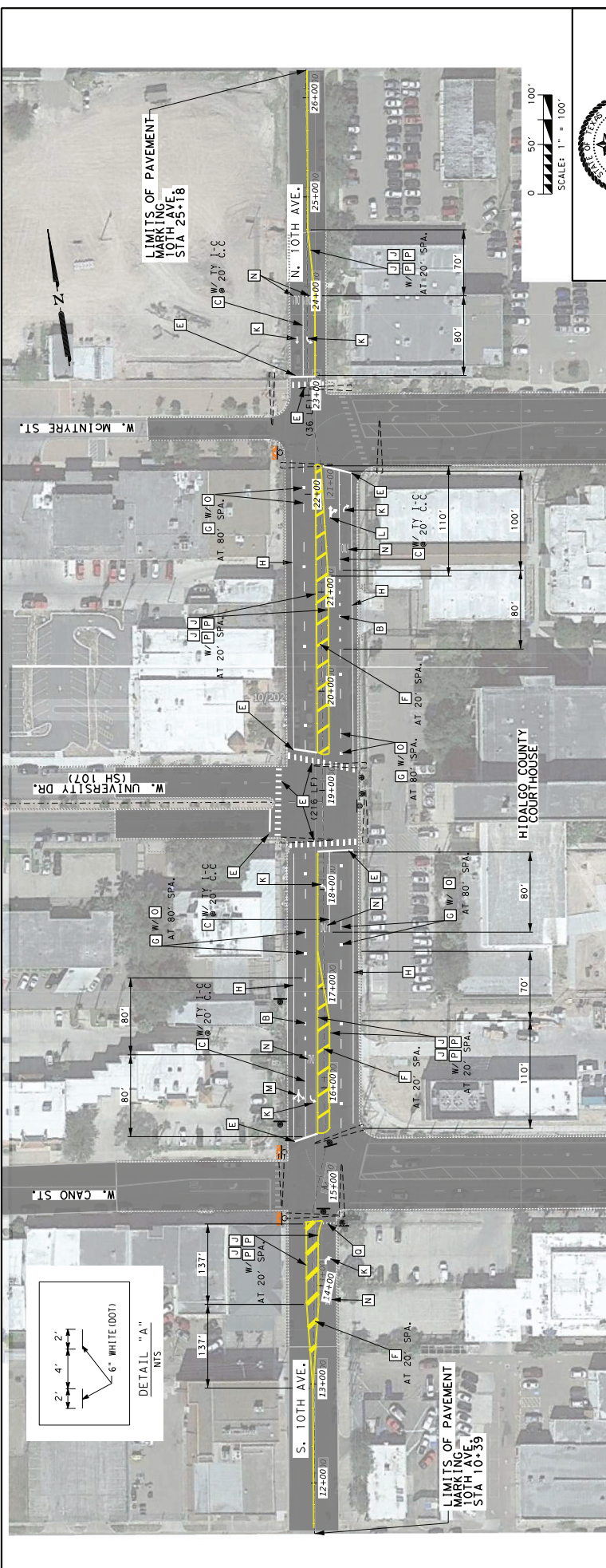
REMOVAL LAYOUTS
CANO ST.
PHASE 1

consor
F-10940

HIDALGO COUNTY COURTHOUSE

FED. AID PROJECT NO.	SHEET NO.	DATE
0	1	5/17/2024

SECTION	JOB	DATE
10000	10000	10000



LEGEND

- A REF PAV MKR TY I (W)6" (DOT) (100MIL)
- B REF PAV MKR TY I (W)8" (LNDP) (100MIL)
- C REF PAV MKR TY I (W)8" (SLD) (100MIL)
- D REF PAV MKR TY I (W)12" (SLD) (100MIL)
- E REF PAV MKR TY I (W)24" (SLD) (100MIL)
- F RE PM W/RET REQ TY I (W)6" (BRK) (100MIL)
- G RE PM W/RET REQ TY I (W)6" (SLD) (100MIL)
- H RE PM W/RET REQ TY I (W)6" (BRK) (100MIL)
- I RE PM W/RET REQ TY I (Y)6" (SLD) (100MIL)
- J RE PM W/RET REQ TY I (Y)6" (SLD) (100MIL)
- K PREFAB PAV MKR TY C (W) (ARROW)
- L PREFAB PAV MKR TY C (W) (DBL ARROW)
- M PREFAB PAV MKR TY C (W) (TPL ARROW)
- N PREFAB PAV MKR TY C (W) (WORD)
- O REF PAV MKR TY I - C
- P REF PAV MKR TY II-A-A
- Q REF PAV MKR TY I (W)18" (YLD TRI) (100MIL)

- EXIST/PROP SMALL SIGN (PERMANENT) TO REMAIN
- TEMPORARY SMALL SIGN
- EXIST TRAFFIC SIGNAL POLE & MAST ARM
- TYPE III BARRICADE

NOTES:

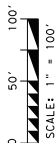
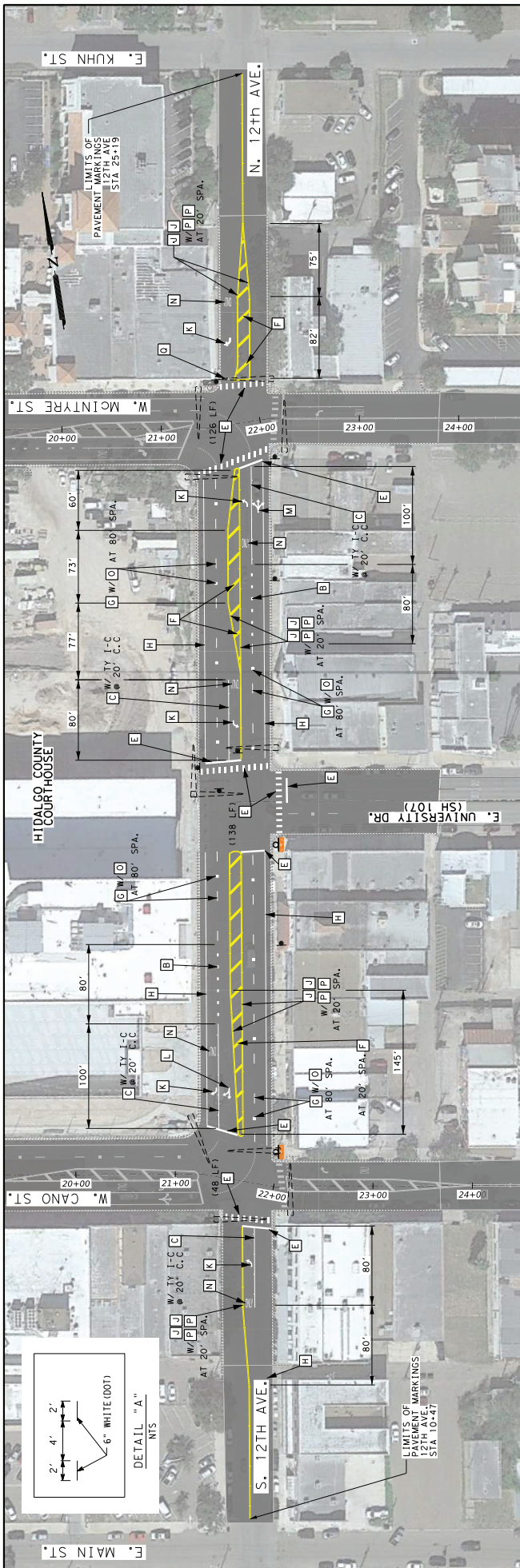
- ALL EXISTING TEMPORARY CONSTRUCTION MARKINGS AND BARRICADES TO BE REMOVED WITH HIDALGO COUNTY FOR REMOVAL.



HIDALGO COUNTY COURTHOUSE
PROP PAVEMENT
MARKING LAYOUTS
10TH AVE.
PHASE 1

FED AID PROJECT NO.	SHEET NO.
0	1
DISTRICT	COUNTY
TEXAS	HLD
SECTION	JOB
CONTRACT	REVISION

SHEET - OF -



HIDALGO COUNTY
TEXAS



HIDALGO COUNTY COURTHOUSE

PROP. PAVEMENT
MARKING LAYOUTS
12TH AVE.
PHASE 1

FED. PROJ. NO.	FEDERAL AID PROJECT NO.	SHEET NO.
0		1
SITE	DISTRICT	COUNTY
TEXAS		HIDALGO
SECTION	JOB	REVISION
CONTR.		

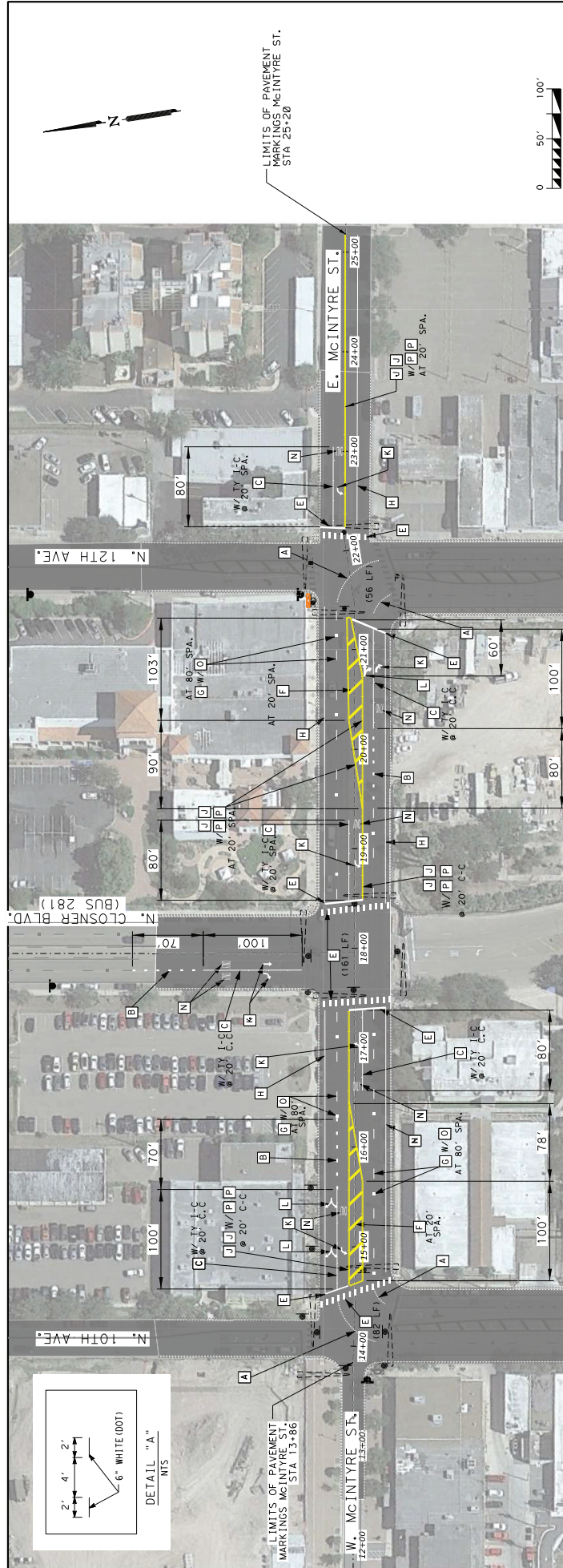
SHEET - OF -

LEGEND

- A REF. PAV. MK. TY. I (W) 6" (DOT) (100MIL)
- B REF. PAV. MK. TY. I (W) 8" (LNDP) (100MIL)
- C REF. PAV. MK. TY. I (W) 8" (SLD) (100MIL)
- D REF. PAV. MK. TY. I (W) 12" (SLD) (100MIL)
- E REF. PAV. MK. TY. I (W) 24" (SLD) (100MIL)
- F REF. PAV. MK. TY. I (Y) 24" (SLD) (100MIL)
- G RE. PM W/RET. REQ. TY. I (W) 6" (BRK) (100MIL)
- H RE. PM W/RET. REQ. TY. I (W) 6" (SLD) (100MIL)
- I RE. PM W/RET. REQ. TY. I (Y) 6" (BRK) (100MIL)
- J RE. PM W/RET. REQ. TY. I (Y) 6" (SLD) (100MIL)
- K PREFAB. PAV. MK. TY. C (W) (ARROW)
- L PREFAB. PAV. MK. TY. C (W) (DBL. ARROW)
- M PREFAB. PAV. MK. TY. C (W) (TPL. ARROW)
- N PREFAB. PAV. MK. TY. C (W) (WORD)
- O REF. PAV. MK. TY. I - C
- P REF. PAV. MK. TY. II - A
- Q REF. PAV. MK. TY. I (W) 18" (YLD. TRI.) (100MIL)
- R EXIST./PROP. SMALL SIGN (PERMANENT) TO REMAIN
- S TEMPORARY SMALL SIGN
- T EXIST. TRAFFIC SIGNAL POLE & MAST ARM
- U TYPE III BARRICADE

NOTES:

1. ALL EXISTING TEMPORARY CONSTRUCTION MARKINGS AND BARRICADES TO BE REMOVED WITH HIDALGO COUNTY FOR REMOVAL.

LIMITS OF PAVEMENT
MARKINGS MCINTYRE ST.
STA 25+20

LIMITS OF PAVEMENT
MARKINGS MCINTYRE ST.
STA 13+86

DETAIL "A"
NTS



Mike Metwinda
5/17/2024

HIDALGO COUNTY
TEXASHIDALGO COUNTY COURTHOUSE
F-12040

PROP PAVEMENT
MARKING LAYOUTS
MCINTYRE ST.
PHASE 1

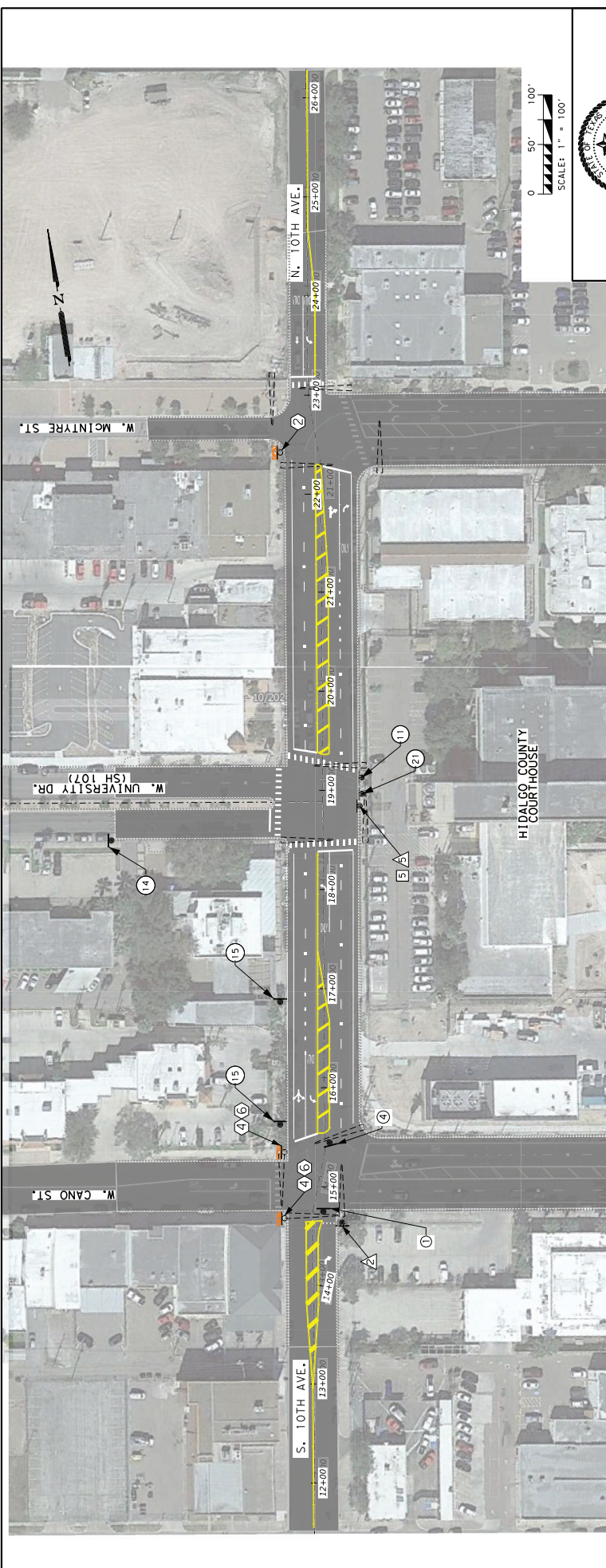
FED RD DIV NO.	FEDERAL AID PROJECT NO.	SHEET - OF -	
6			
STATE	DISTRICT	COUNTY	
TEXAS	PHR	HLD	
CONTROL	SECTION	JOB	HIGHWAY

LEGEND

- | | | | | | | | | |
|---|--------|-------|-----|----|---|--------|-------------|----------|
| A | REFL | PAV | MKR | TY | I | (W)6* | (DOT) | (100MIL) |
| B | REFL | PAV | MKR | TY | I | (W)8* | (LNDP) | (100MIL) |
| C | REFL | PAV | MKR | TY | I | (W)8* | (SLD) | (100MIL) |
| D | REFL | PAV | MKR | TY | I | (W)12* | (SLD) | (100MIL) |
| E | REFL | PAV | MKR | TY | I | (W)24* | (SLD) | (100MIL) |
| F | REFL | PAV | MKR | TY | I | (W)16* | (BRK) | (100MIL) |
| G | RE | W/RET | REQ | TY | I | (W)6* | (BRK) | (100MIL) |
| H | RE | W/RET | REQ | TY | I | (W)6* | (SLD) | (100MIL) |
| I | RE | W/RET | REQ | TY | I | (W)16* | (BRK) | (100MIL) |
| J | RE | W/RET | REQ | TY | I | (W)16* | (SLD) | (100MIL) |
| K | PREFAB | PAV | MKR | TY | C | (W) | (ARROW) | |
| L | PREFAB | PAV | MKR | TY | C | (W) | (DBL ARROW) | |
| M | PREFAB | PAV | MKR | TY | C | (W) | (TBL ARROW) | |
| N | PREFAB | PAV | MKR | TY | C | (W) | (WORD) | |
| O | REFL | PAV | MKR | TY | I | A-A | | |

NOTES:

1. ALL EXISTING TEMPORARY CONSTRUCTION SIGNS AND BARRICADES TO BE COORDINATED WITH HIDALGO COUNTY FOR REMOVAL.



LEGEND

- EXIST/PROP SMALL SIGN (PERMANENT) TO REMAIN
- TEMPORARY SMALL SIGN
- EXIST TRAFFIC SIGNAL POLE & MAST ARM
- TYPE III BARRICADE

NOTES:

- ALL EXISTING TEMPORARY CONSTRUCTION SIGNS AND BARRICADES TO BE COORDINATED WITH HIDALGO COUNTY FOR REMOVAL.

EXIST SIGNS TO REMAIN

ON MAST ARM	ON MAST ARM	ON MAST ARM	ON MAST ARM	ON MAST ARM	ON MAST ARM
PROTECT LEFT GREEN ARROW	107 TEXAS	LEFT TURN YIELD ON GREEN ONLY	DO NOT ENTER	107 TEXAS	ON MAST ARM
1	2	3	4	5	6

PROPOSED SIGNS

ON MAST ARM	ON MAST ARM	ON MAST ARM	ON MAST ARM	ON MAST ARM	ON MAST ARM
TURNING VEHICLES	R9-9 24" X12" SIDEWALK CLOSED AHEAD	R9-11R 24" X12" SIDEWALK CLOSED AHEAD	R9-11R 24" X12" SIDEWALK CLOSED AHEAD	M4-9dL 30" X24" DETOUR	M4-9dL 30" X24" DETOUR
1	2	3	4	5	6

SIGNS TO BE REMOVED

ON MAST ARM	ON MAST ARM	ON MAST ARM	ON MAST ARM	ON MAST ARM	ON MAST ARM
TURNING VEHICLES	DETOUR	DETOUR	DETOUR	DETOUR	DETOUR
1	2	3	4	5	6

EXIST SIGNS TO REMAIN

ON MAST ARM	ON MAST ARM	ON MAST ARM	ON MAST ARM	ON MAST ARM	ON MAST ARM
LEFT TURN YIELD ON GREEN ONLY	107 TEXAS	107 TEXAS	107 TEXAS	107 TEXAS	107 TEXAS
1	2	3	4	5	6

PROPOSED SIGNS

ON MAST ARM	ON MAST ARM	ON MAST ARM	ON MAST ARM	ON MAST ARM	ON MAST ARM
TURNING VEHICLES	R9-9 24" X12" SIDEWALK CLOSED AHEAD	R9-11R 24" X12" SIDEWALK CLOSED AHEAD	R9-11R 24" X12" SIDEWALK CLOSED AHEAD	M4-9dL 30" X24" DETOUR	M4-9dL 30" X24" DETOUR
1	2	3	4	5	6

SIGNS TO BE REMOVED

ON MAST ARM	ON MAST ARM	ON MAST ARM	ON MAST ARM	ON MAST ARM	ON MAST ARM
TURNING VEHICLES	DETOUR	DETOUR	DETOUR	DETOUR	DETOUR
1	2	3	4	5	6

EXIST SIGNS TO REMAIN

ON MAST ARM	ON MAST ARM	ON MAST ARM	ON MAST ARM	ON MAST ARM	ON MAST ARM
LEFT TURN YIELD ON GREEN ONLY	107 TEXAS	107 TEXAS	107 TEXAS	107 TEXAS	107 TEXAS
1	2	3	4	5	6

PROPOSED SIGNS

ON MAST ARM	ON MAST ARM	ON MAST ARM	ON MAST ARM	ON MAST ARM	ON MAST ARM
TURNING VEHICLES	R9-9 24" X12" SIDEWALK CLOSED AHEAD	R9-11R 24" X12" SIDEWALK CLOSED AHEAD	R9-11R 24" X12" SIDEWALK CLOSED AHEAD	M4-9dL 30" X24" DETOUR	M4-9dL 30" X24" DETOUR
1	2	3	4	5	6

SIGNS TO BE REMOVED

ON MAST ARM	ON MAST ARM	ON MAST ARM	ON MAST ARM	ON MAST ARM	ON MAST ARM
TURNING VEHICLES	DETOUR	DETOUR	DETOUR	DETOUR	DETOUR
1	2	3	4	5	6

HIDALGO COUNTY TEXAS

consor

HIDALGO COUNTY COURTHOUSE

PROP SIGNING LAYOUTS

10TH AVE.

PHASE I

LEGEND

- EXIST/PROP SMALL SIGN (PERMANENT) TO REMAIN
- TEMPORARY SMALL SIGN
- EXIST TRAFFIC SIGNAL POLE & MAST ARM
- TYPE III BARRICADE

NOTES:

- ALL EXISTING TEMPORARY CONSTRUCTION SIGNS AND BARRICADES TO BE COORDINATED WITH HIDALGO COUNTY FOR REMOVAL.

EXIST SIGNS TO REMAIN

ON MAST ARM	ON MAST ARM	ON MAST ARM	ON MAST ARM	ON MAST ARM	ON MAST ARM
PROTECT LEFT GREEN ARROW	107 TEXAS	LEFT TURN YIELD ON GREEN ONLY	DO NOT ENTER	107 TEXAS	ON MAST ARM
1	2	3	4	5	6

PROPOSED SIGNS

ON MAST ARM	ON MAST ARM	ON MAST ARM	ON MAST ARM	ON MAST ARM	ON MAST ARM
TURNING VEHICLES	R9-9 24" X12" SIDEWALK CLOSED AHEAD	R9-11R 24" X12" SIDEWALK CLOSED AHEAD	R9-11R 24" X12" SIDEWALK CLOSED AHEAD	M4-9dL 30" X24" DETOUR	M4-9dL 30" X24" DETOUR
1	2	3	4	5	6

SIGNS TO BE REMOVED

ON MAST ARM	ON MAST ARM	ON MAST ARM	ON MAST ARM	ON MAST ARM	ON MAST ARM
TURNING VEHICLES	DETOUR	DETOUR	DETOUR	DETOUR	DETOUR
1	2	3	4	5	6

EXIST SIGNS TO REMAIN

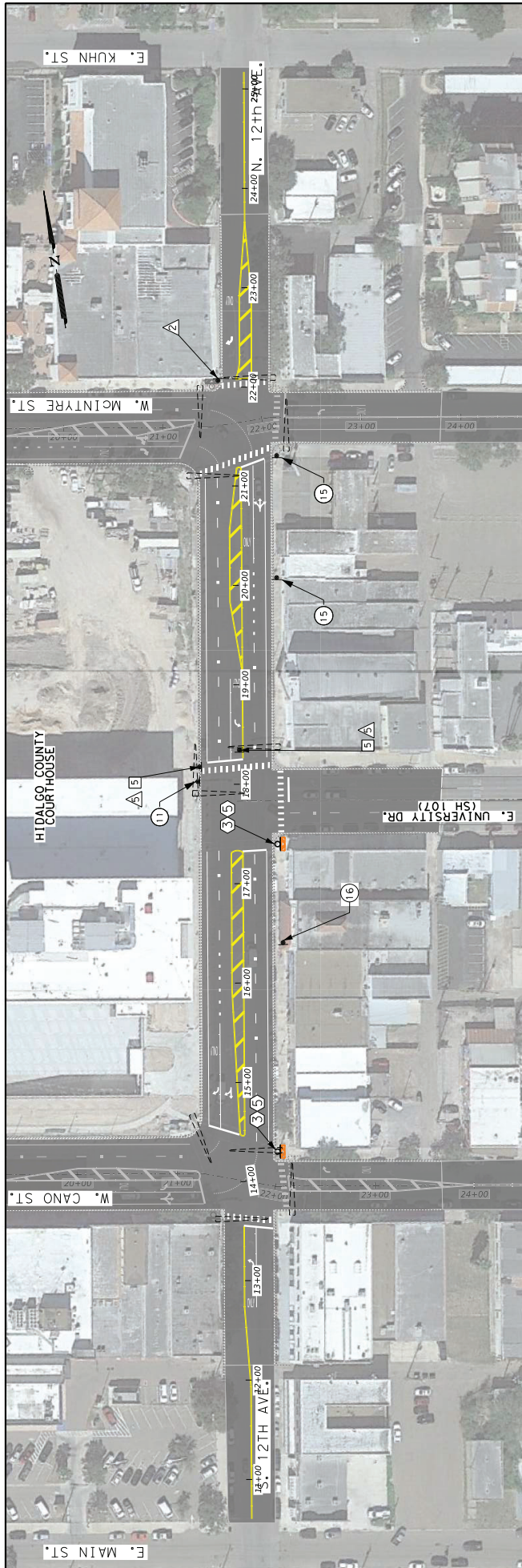
ON MAST ARM	ON MAST ARM	ON MAST ARM	ON MAST ARM	ON MAST ARM	ON MAST ARM
LEFT TURN YIELD ON GREEN ONLY	107 TEXAS	107 TEXAS	107 TEXAS	107 TEXAS	107 TEXAS
1	2	3	4	5	6

PROPOSED SIGNS

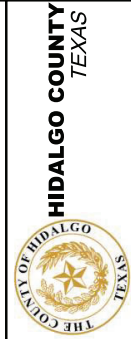
ON MAST ARM	ON MAST ARM	ON MAST ARM	ON MAST ARM	ON MAST ARM	ON MAST ARM
TURNING VEHICLES	R9-9 24" X12" SIDEWALK CLOSED AHEAD	R9-11R 24" X12" SIDEWALK CLOSED AHEAD	R9-11R 24" X12" SIDEWALK CLOSED AHEAD	M4-9dL 30" X24" DETOUR	M4-9dL 30" X24" DETOUR
1	2	3	4	5	6

SIGNS TO BE REMOVED

ON MAST ARM	ON MAST ARM	ON MAST ARM	ON MAST ARM	ON MAST ARM	ON MAST ARM
TURNING VEHICLES	DETOUR	DETOUR	DETOUR	DETOUR	DETOUR
1	2	3	4	5	6



Mike Miranda
5/17/2024



PROP SIGNING LAYOUTS
12TH AVE.
PHASE I

FED. PROJ. NO.	SHEET NO.
0	1
SHEET	DISTRICT
12TH AVE	PHASE I
CONTRACT	SECTION
	JOB
	REGIONAL

- LEGEND**
- EXIST/PROP SMALL SIGN (PERMANENT) TO REMAIN
 - TEMPORARY SMALL SIGN
 - EXIST TRAFFIC SIGNAL POLE & MAST ARM
 - TYPE III BARRICADE
- NOTES:**
- ALL EXISTING TEMPORARY CONSTRUCTION SIGNS AND BARRICADES TO BE COORDINATED WITH HIDALGO COUNTY FOR REMOVAL.

EXIST SIGNS TO REMAIN

ON MAST ARM	ON MAST ARM	ON MAST ARM	ON MAST ARM	ON MAST ARM	ON MAST ARM
PROTECT LEFT GREEN ARROW	107 TEXAS	LEFT TURN YIELD ON GREEN ONLY	DO NOT ENTER	107 TEXAS	ON MAST ARM
1	8	9	10	11	12

TEMPORARY SIGNS

R9-9 24"x12" SIDEWALK CLOSED AHEAD	R9-11R 24"x12" SIDEWALK CLOSED AHEAD	M4-9dL 30"x24" DETOUR	M4-9dR 30"x24" DETOUR
1	2	3	4

PROPS TO BE REMOVED

R3-5R 30"x36" ONLY	R1-2 36"x36" YIELD	R3-8B 48"x30" ONLY	R3-8D 48"x30" ONLY	R9-9 24"x12" SIDEWALK CLOSED AHEAD	R9-11R 24"x12" SIDEWALK CLOSED AHEAD	M4-9dL 30"x24" DETOUR	M4-9dR 30"x24" DETOUR
1	2	3	4	5	6	7	8

EXIST SIGNS TO REMAIN

ON MAST ARM	ON MAST ARM	ON MAST ARM	ON MAST ARM	ON MAST ARM	ON MAST ARM
NO RIGHT TURN ON RED	107 TEXAS	LEFT TURN YIELD ON GREEN ONLY	107 TEXAS	107 TEXAS	107 TEXAS
1	2	3	4	5	6

TEMPORARY SIGNS

DETOUR	107 TEXAS	LEFT TURN YIELD ON GREEN ONLY	107 TEXAS	107 TEXAS	107 TEXAS
14	15	16	17	18	19

PROPS TO BE REMOVED

DETOUR	107 TEXAS	LEFT TURN YIELD ON GREEN ONLY	107 TEXAS	107 TEXAS	107 TEXAS
20	21	22	23	24	25

BARRICADE AND CONSTRUCTION (BC) STANDARD SHEETS GENERAL NOTES:

- The Barricade and Construction Standard Sheets (BC sheets) are intended to show typical examples for placement of temporary traffic control devices, construction pavement markings, and typical work zone signs. The information contained in these sheets meet or exceed the requirements shown in the "Texas Manual on Uniform Traffic Control Devices" (TMUTCD).
- The development and design of the Traffic Control Plan (TCP) is the responsibility of the Engineer.
- The Contractor may propose changes to the TCP that are signed and sealed by a licensed professional engineer for approval. The Engineer may develop, sign and seal Contractor proposed changes.
- The Contractor is responsible for installing and maintaining the traffic control devices as shown in the plans. The Contractor may not move or change the approximate location of any device without the approval of the Engineer.
- Geometric design of lane shifts and detours should, when possible, meet the applicable design criteria contained in manuals such as the American Association of State Highway and Transportation Officials (AASHTO), "A Policy on Geometric Design of Highways and Streets," the TxDOT "Roadway Design Manual" or engineering judgment.
- When projects about, the Engineer(s) may omit the END ROAD WORK, TRAFFIC FINES DOUBLE, and other advance warning signs if the signing would be redundant and the work areas appear continuous to the motorists. If the adjacent project is completed first, the Contractor shall erect the necessary warning signs as shown on these sheets, the TCP sheets or as directed by the Engineer. The BEGIN ROAD WORK NEXT X MILES sign shall be revised to show appropriate work zone distance.
- The Engineer may require duplicate warning signs on the median side of divided highways where median width will permit and traffic volumes justify the signing.
- All signs shall be constructed in accordance with the details found in the "Standard Highway Sign Designs for Texas," latest edition. Sign details not shown in this manual shall be shown in the plans or the Engineer shall provide a detail to the Contractor before the sign is manufactured.
- The temporary traffic control devices shown in the illustrations of the BC sheets are examples. As necessary, the Engineer will determine the most appropriate traffic control devices to be used.
- Where highway construction or maintenance work is being undertaken, other than mobile operations as defined by the Texas Manual on Uniform Traffic Control Devices, CSJ limit signs are required. CSJ limit signs are shown on BC(2). The OBEY WARNING SIGNS STATE LAW sign, STAY ALERT TALK OR TEXT LATER and the WORK ZONE TRAFFIC FINES DOUBLE sign with plaque shall be erected in advance of the CSJ limits. The BEGIN ROAD WORK NEXT X MILES, CONTRACTOR and END ROAD WORK signs shall be erected at or near the CSJ limits. For mobile operations, CSJ limit signs are not required.
- Traffic control devices should be in place only while work is actually in progress or a definite need exists.
- The Engineer has the final decision on the location of all traffic control devices.
- Inactive equipment and work vehicles, including workers' private vehicles must be parked away from travel lanes. They should be as close to the right-of-way line as possible, or located behind a barrier or guardrail, or as approved by the Engineer.

WORKER SAFETY NOTES:

- Workers on foot who are exposed to traffic or to construction equipment within the right-of-way shall wear high-visibility safety apparel meeting the requirements of ISEA "American National Standard for High-Visibility Apparel," or equivalent revisions, and labeled as ANSI 107-2004 standard performance for Class 2 or 3 risk exposure. Class 3 garments should be considered for high traffic volume work areas or night time work.
- Except in emergency situations, flagger stations shall be illuminated when flagging is used at night.

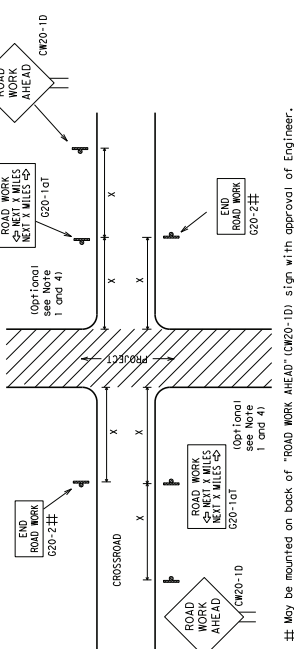
COMPLIANT WORKZONE TRAFFIC CONTROL DEVICES

- Only pre-qualified products shall be used. The "Compliant Work Zone Traffic Control Devices List" (CWZTCD) describes pre-qualified products and their sources.
- Work zone traffic control devices shall be compliant with the Manual for Assessing safety hardware (MASH).

THE DOCUMENTS BELOW CAN BE FOUND ON-LINE AT http://www.txdot.gov	
COMPLIANT WORK ZONE TRAFFIC CONTROL DEVICES LIST (CWZTCD)	
DEPARTMENTAL MATERIAL SPECIFICATIONS (DMS)	
MATERIAL PRODUCER LIST (MPL)	
ROADWAY DESIGN MANUAL - SEE "MANUALS (ONLINE MANUALS)"	
STANDARD HIGHWAY SIGN DESIGNS FOR TEXAS (SHSD)	
TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (TMUTCD)	
TRAFFIC ENGINEERING STANDARD SHEETS	

SHEET 1 OF 12

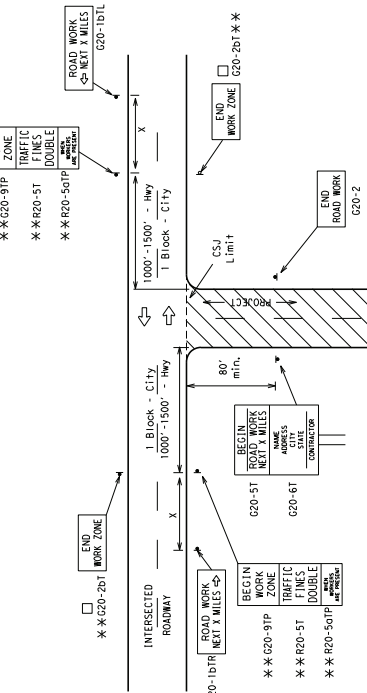
	Texas Department of Transportation	Traffic Safety Division Standard
BARRICADE AND CONSTRUCTION GENERAL NOTES AND REQUIREMENTS		
BC (1) - 21		
FILE: BC-21.dgn	Rev: 11/007	Ch: 11/007
4-03 7-15-2003	Rev: 11/007	Ch: 11/007
9-07 8-14	Rev: 11/007	Ch: 11/007
5-10 5-21	Rev: 11/007	Ch: 11/007
PHR	PHR	PHR
COM	COM	COM
SEC	SEC	SEC
JOB	JOB	JOB
INFORM	INFORM	INFORM
SHEET NO.	SHEET NO.	SHEET NO.
1	1	1

TYPICAL CONSTRUCTION WARNING SIGN SIZE AND SPACING^{1,5,6}

‡ May be mounted on back of "ROAD WORK AHEAD" (CW20-1D) sign with approval of Engineer.

1. The typical minimum signing on a crossroad approach should be a "ROAD WORK AHEAD" (W20-10) sign and a (W20-27) sign, unless otherwise specified in the plans. The "ROAD WORK AHEAD" (W20-10) sign mounted back to back with the reduced size 36" x 18" "END ROAD WORK" (W20-27) sign on low volume roads. (See Note 4, under "Typical Construction Warning Sign Size and Spacing"). See the "Standard Highway Sign Designs for Texas" manual for sign details. The Engineer may omit the advance warning signs on low volume crossroads. The Engineer will determine whether a road is low volume as per MUTCD Part 5. This information shall be shown in the plans.
2. Based on existing field conditions, the Engineer/Inspector may require additional signs such as FLAGGER AHEAD, LOOSSE GRAVEL, or other appropriate signs. When additional signs are required, these signs will be considered part of the minimum requirements. The Engineer/Inspector will determine the proper location and spacing of any sign not shown on the BC Sheets, Traffic Control Plan sheets or the Work Zone Standard Sheets.
3. The minimum length of construction zone shall be determined by the Engineer/Inspector. The Engineer will determine whether a roadway is considered high volume.
4. Additional traffic control devices may be shown elsewhere in the plans for higher volume crossroads. When work occurs in the intersection area, appropriate traffic control devices, as shown elsewhere in the plans or as determined by the Engineer/Inspector, shall be in place.

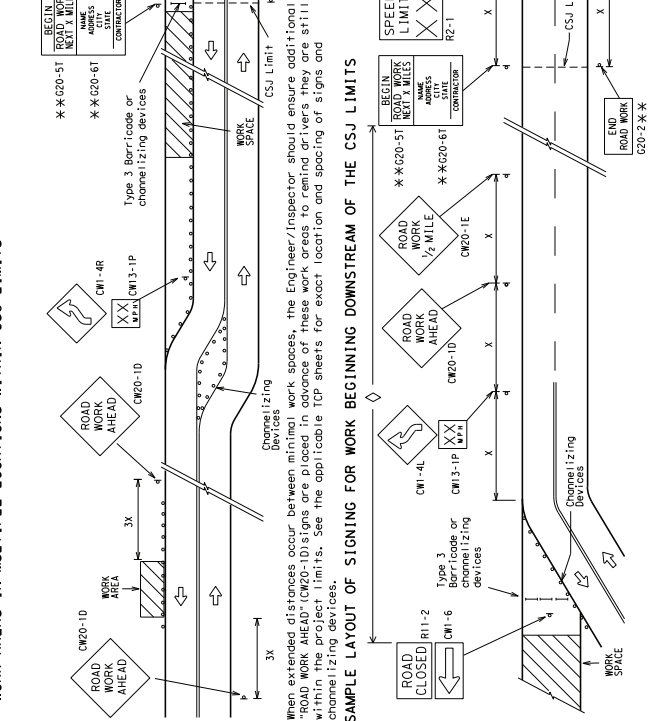
T-INTERSECTION



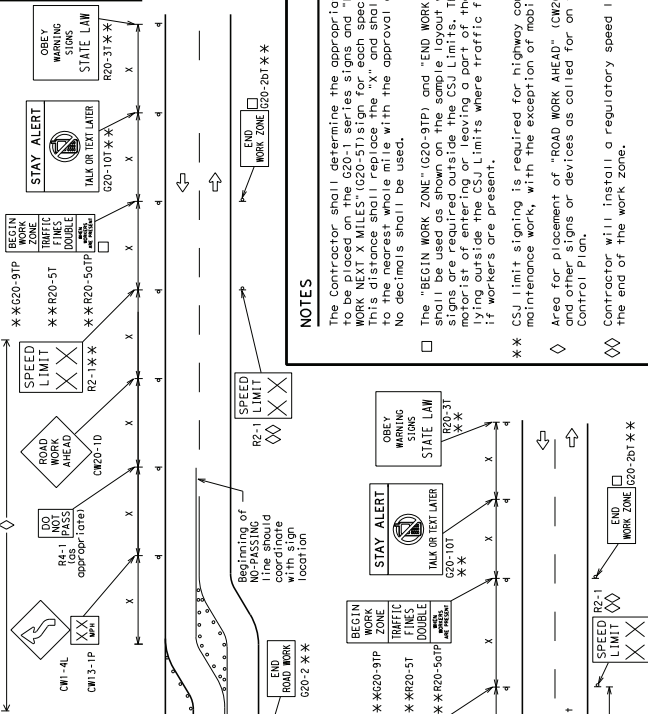
CSJ LIMITS AT T-INTERSECTION

1. The Engineer will determine the types and location of any additional traffic control devices, such as a flagger and accompanying signs, or other signs, that should be used when work is being performed at or near an intersection.
2. If construction closes the road at a T-intersection, the Contractor shall place the "CONTRACTOR NAME" (G20-61) sign behind the Type 3 barricades for the road closure (see BC110). Also, the "ROAD WORK NEXT X MILES" left arrow (G20-1bTL) and "ROAD WORK NEXT X MILES" right arrow (G20-1bTR) signs shall be replaced by the detour signing called for in the plans.

WORK AREAS IN MULTIPLE LOCATIONS WITHIN CS LIMITS



SAMPLE LAYOUT OF SIGNING FOR WORK BEGINNING AT THE CSJ LIMITS



NOTES

The Contractor shall determine the appropriate distance to be placed on the G20-1 series signs and "BEGIN ROAD WORK NEXT X MILES" (G20-51) sign for each specific project. This distance shall replace the "X" and shall be rounded to the nearest whole mile with the approval of the Engineer. No devices shall be used

- ☐ The "BEGIN WORK ZONE" (W20-9TP) and "END WORK ZONE" (W20-261) signs are required for all construction and maintenance work zones. These signs are required outside the CSJ limits. They inform the motorist of entering or leaving a part of the work zone lying outside the CSJ limits where traffic fines may double if workers are present.
- ☒ * CSJ limit signing is required for highway construction and maintenance work, with the exception of mobile operations.
- ☒ Area for placement of "ROAD WORK AHEAD" (CW20-1D) sign and other signs or devices as called for on the Traffic Control Plan.
- ☒ Contractor will install a regulatory speed limit sign at the end of the work zone.

Sign Number or Series	Conventional Road	Expressway/ Freeway
CW20 ⁴ CW21 CW22 CW23 CW25	48" x 48"	48" x 48"
CW1 ¹ , CW2, CW7 ¹ , CW8, CW9, CW11, CW14	36" x 36"	48" x 48"
CW3 ¹ , CW4, CW5 ¹ , CW6, CW10 ¹ , CW12	48" x 48"	48" x 48"

* For typical sign spacings on divided highways, expressways and freeways, see Part 6 of the "Texas Manual on Uniform Traffic Control Devices" (TMUTCD) typical application diagrams or TCP Standard Sheets.

Minimum distance from work area to first Advance Warning sign nearest the work area and/or distance between each additional sign.

GENERAL NOTES

1. Special or larger size signs may be used as necessary.
2. Distance between signs should be increased as required to have 1500 feet advance warning.
3. Distance between signs should be increased as required to have 1/2 mile or more advance warning.
4. 36" x 36" "ROAD AHEAD" (RW20-1D) signs may be used on low volume crossroads at the discretion of the Engineer as per TMLUCD Part 5. See Note 2 under "Typical Location of Crossroad Signs."
5. Only standard shaped warning signs are indicated.
6. See sign size listing in "TMLUCD", Sign Appendix of the "Standard Highway Signs and Symbols" for Texas manual for complete list of available sign design sizes.

LEGEND

LEGEND	
I—I	Type 3 Barricade
O O O	Channelizing Devices
—+—	Sign
X	See Typical Construction Warning Sign Size and Spacing chart or the MUTCD for sign spacing requirements.

SHEET 2 OF 12



7

**BARRICADE AND CONSTRUCTION
PROJECT LIMIT**

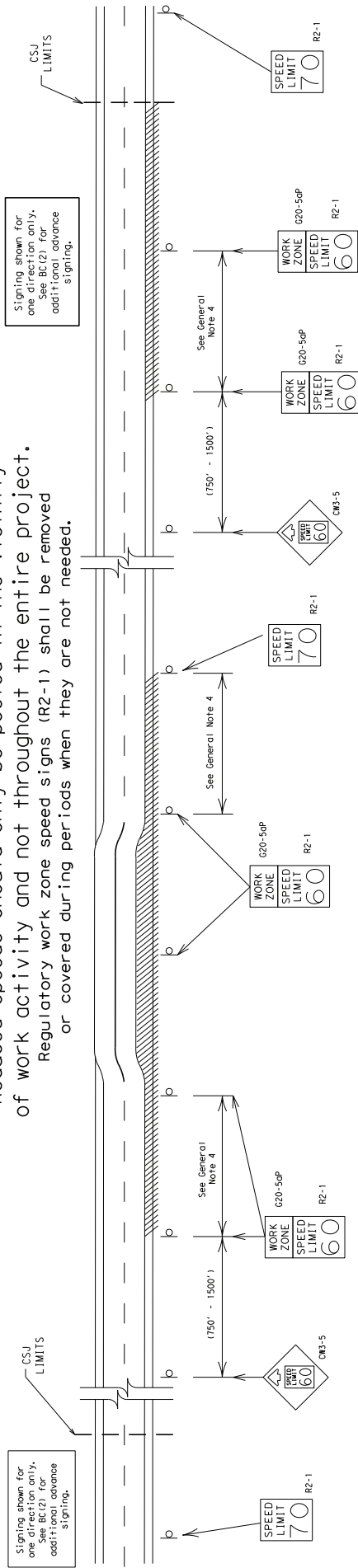
BC(2) - 21

FILE:	bc-21.dgn	DWG	TxDOT	Ckt	TxDOT	DW	TxDOT	Csk	TxDOT
		© TxDOT November 2002							
		REVISONS							
	9-07	8-14							SHEET NO.
	7-13	5-21							-
			DIST	COUNTY					
			BUILD	LINEN					
					JOB	HIGHWAY			

TYPICAL APPLICATION OF WORK ZONE SPEED LIMIT SIGNS

Work zone speed limits shall be regulatory, established in accordance with the "Procedures for Establishing Speed Zones," and approved by the Texas Transportation Commission, or by City Ordinance when within Incorporated City Limits.

Reduced speeds should only be posted in the vicinity of work activity and not throughout the entire project. Regulatory work zone speed signs (R2-1) shall be removed or covered during periods when they are not needed.



GUIDANCE FOR USE:

LONG/INTERMEDIATE TERM WORK ZONE SPEED LIMITS

This type of work zone speed limit should be included on the design of the traffic control plans when restricted geometrics with a lower design speed are present in the work zone and modification of the geometrics to a higher design speed is not feasible.

Long/Intermediate Term Work Zone Speed Limit signs, when approved as described above, should be posted and visible to the motorist when work activity is present. Work activity may also be defined as a change in the roadway that requires a reduced speed for motorists to safely negotiate the work area, including:

- a) rough road or damaged pavement surface
- b) substantial alteration of roadway geometrics (diversions)
- c) construction detours
- d) grade
- e) width
- f) other conditions readily apparent to the driver

As long as any of these conditions exist, the work zone speed limit signs should remain in place.

SHORT TERM WORK ZONE SPEED LIMITS

This type of work zone speed limit may be included on the design of the traffic control plans when workers or equipment are not behind concrete barrier, when work activity is within 10 feet of the traveled way or actually in the traveled way.

Short Term Work Zone Speed Limit signs should be posted and visible to the motorists only when work activity is present. When work activity is not present, signs shall be removed or covered. (See Removing or Covering on BC(4)).

GENERAL NOTES

- Regulatory work zone speed limits should be used only for sections of construction projects where speed control is of major importance.
- Regulatory work zone speed limit signs shall be placed on supports at a 7 foot minimum mounting height.
- Speed zone signs are illustrated for one direction of travel and are normally posted for each direction of travel.
- Frequency of work zone speed limit signs should be:
 - 40 mph and greater 0.2 to 2 miles
 - 35 mph and less 0.2 to 1 mile
- Regulatory speed limit signs shall have black legend and border on a white reflective background (See "Reflective Sheet" on BC(4)).
- Fabrication, erection and maintenance of the "ADVANCE SPEED LIMIT" (CW3-5) sign, "WORK ZONE" (G20-50P) plaque and the "SPEED LIMIT" (R2-1) signs shall not be paid for directly, but shall be considered subsidiary to Item 502.
- Turning signs from view, laying signs over or down will not be allowed, unless as otherwise noted under "REMOVING OR COVERING" on BC(4).
- Techniques that may help reduce traffic speeds include but are not limited to:
 - A. Law enforcement.
 - B. Flagger stationed next to sign.
 - C. Portable changeable message sign (PCMS).
 - D. Low-power (airline) radar transmitter.
 - E. Speed monitor trailers or signs.
- Speeds shown on details above are for illustration only. Work Zone Speed Limits should only be posted as approved for each project.
- For more specific guidance concerning the type of work, work zone conditions and factors impacting allowable regulatory construction speed zone reduction see TxDOT form #1204 in the TxDOT e-form system.

SHEET 3 OF 12



BARRICADE AND CONSTRUCTION WORK ZONE SPEED LIMIT

BC (3) - 21

FILE	DC-21.dgn	Rev	TxDOT	Rev	TxDOT	Rev	TxDOT	Rev	TxDOT
REV	9-07	8-1	7-13	5-21					
BY	PHR								
CHKD									
APPD									
DATE	9-07	8-1	7-13	5-21					
PROJECT									
SHEET NO.									

GENERAL NOTES FOR WORK ZONE SIGNS



c. Short-term station

2 Long-term statistics

the sign message is

- 50 2000

2 Long-term statistics

- vided R



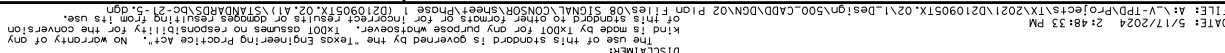
along the length of

20

DN:	
-----	--

- | | | |
|---|--|--|
| 3 | | |
|---|--|--|

Accept results of damages resulting from its use.



GROUND MOUNTED SIGN SUPPORTS

Refer to the CWZICD and the manufacturer's installation procedure for each type sign support. The maximum sign square footage shall adhere to the manufacturer's recommendation.

Two post installations can be used for larger signs.

WEDGE ANCHORS

OTHER DESIGNS

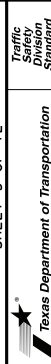
MORE DETAILS OF APPROVED LONG/INTERMEDIATE AND SHORT TERM SUPPORTS CAN BE FOUND ON THE CWATCQ LIST. SEE RC(1) FOR WEBSITE LOCATION.

GENERAL NOTES

1. Nails may be used in the assembly of wooden sign supports, but 3/8" bolts with nuts or 3/8" x 3 1/2" lag screws must be used on every joint for final connection.
2. No more than 2 sign posts shall be placed within a 7' ft. circle, except for specific materials noted on the CW27CDO List.
3. When project is completed, all sign supports and foundations shall be removed from the project site.

- * See BC(4) for definition of "Work Duration."
- ** Wood sign posts **MUST** be one piece. Splicing will NOT be allowed. Posts shall be painted white.
- ☐ See the CM27CD for the type of sign substrate that can be used for each approved sign support

SHEET 5 OF 12



**BARRICADE AND CONSTRUCTION
TYPICAL SIGN SUPPORT**

BC (5) - 21

FILE:	DATE: X00T	CRE: X00T	JOB: X00T	CAT: X00T
bc-21.dgn	10/01/02	November	2002	
REVISED				
	DATE: X00T	CRE: X00T	JOB: X00T	SHEET NO.
	10/01/02	November	2002	
	DATE: X00T	CRE: X00T	JOB: X00T	SHEET NO.
	10/01/02	November	2002	



RECOMMENDED PHASES AND FORMATS FOR PCMS MESSAGES DURING ROADWORK ACTIVITIES

WHEN NOT IN USE, REMOVE THE PCMS FROM THE RIGHT-OF-WAY OR PLACE THE PCMS BEHIND BARRIER OR GUARDRAIL WITH SIGN PANEL TURNED PARALLEL TO TRAFFIC

PORTABLE CHANGEABLE MESSAGE SIGNS

- The Engineer/Inspector shall approve all messages used on portable changeable message signs (PCMS). No more than 8 words (about four to eight characters per word), not including simple words such as "TO," "FOR," "AT," etc.
- Messages should consist of a single phase, or two phases that alternate. Three-phase messages are not allowed. Each phase of the message should convey a single thought, and must be understood by the driver. Do not use the word "AND" to connect two phases.
- Use the word "EXIT" to refer to an exit ramp on a freeway, i.e., "EXIT CLOSED." Do not use the term "RAMP."
- Always use the route or interstate designation (IH, US, SH, FM) along with the number when referring to a roadway.
- When in use, the bottom of a stationary PCMS message panel should be a minimum 1 foot above the roadway, where possible.
- Stationary PCMS messages should be used for the following situations:
 - Start on Saturday morning and end by Sunday evening at midnight.
 - Actual days and hours of work should be displayed on the PCMS if work is to begin on Friday evening and/or continue into Monday morning.
 - The Engineer/Inspector may select one of two options which are available for displaying a two-phase message on a PCMS. Each phase may be displayed on a separate PCMS sign or on a single PCMS sign. Each PCMS should display "front" message or "back" message, and the message should be steady burn or continuous while displayed.
- Do not present redundant information on a two-phase message, i.e., keeping two lines of the message the same and changing the third line. Do not use the word "DANGER" in message.
- Do not display the message "LANES SHIFT LEFT" or "LANES SHIFT RIGHT" on a PCMS.
- Do not display messages that scroll horizontally or vertically across the face of the sign.
- The following table lists abbreviated words and two-word phrases that are acceptable for use on a PCMS. Both words in a phrase must be displayed together. Words or phrases not on this list should not be used. The minimum height of the PCMS message panel should be at least 18 inches for trailer mounted units. They should be visible from at least 1/2 (.5) mile and the text should be legible from at least 600 feet at night and 800 feet in daylight. Truck mounted units must have a character height of 10 inches or more. Each line of text should be centered on the message board rather than left or right justified.
- If disabled, the PCMS should default to an illegible display that will not alarm motorists and will only be used to alert workers that the road is closed.

DISCLAIMER: The use of this standard is governed by the Texas Engineering Practice Act. No warranty of any kind is made by the Texas Department of Transportation for any products or services resulting from the conversion of files to this standard.

WORD OR PHRASE	ABBREVIATION	WORD OR PHRASE	ABBREVIATION
Access Road	ACCESS RD	Major	MAJ
Alternate	ALT	Miles	MI
Avenue	AVE	Miles Per Hour	MPH
Best Route	BEST RTE	Minor	MIN
Bound	BOUND	North	NORTH
Can't	CANT	Northbound	(route) N
Center	CTR	Parking	PARK
Construction	CONST AHD	Road	RD
Crossing	XING	Right Lane	RT LN
Detour Route	DETOUR RTE	Service Road	SERV RD
Do Not	DONT	Shoulder	SHLD
Eastbound	(route) E	Slippery	SLIP
Emergency Vehicle	EMER VEH	Southbound	(route) S
Entrance, Enter	ENTR	Speed	SPEED
Express Lane	EXP LN	Street	STREET
Expressway	EXPRT	Sunday	SUN
Exit	EXIT	Telephone	PHONE
Exit AHEAD	EXIT AHD	Temporary	TEMP
Exit Road	EXIT RD	Two Lanes	2 LNS
Freeway	FRWY	U-turn	UTURN
Freeway Blocked	FRWY BLKD	To Downtown	TO DOWNTOWN
Friday	FRI	Traffic	TRAF
Hazardous Driving	HAZ DRIVING	Travelers	TRVLRS
Heavy Construction	HEAVY CON	Tuesday	TUES
High Occupancy Vehicle	HIGH OCCUPANCY VEH	Time Minutes	TIME MIN
Highway	HWY	Vehicle(s)	VEH(S)
Hour(s)	HR(S)	Warning	WARN
Hour(s) AHEAD	HR(S) AHD	Wednesday	WED
Junction	JCT	Weight Limit	WT LIMIT
Left Lane	LEFT LN	Westbound	(route) W
Lane Closed	LN CLSD	Westbound	WEST PMWT
Lane Closed AHEAD	LN CLSD AHD	Will Not	WONT
Maintenance	MAINT		

Roadway designation = IH-number, US-number, SH-number, FM-number

Phase 1: Condition Lists

Road/Lane/Ramp Closure List		Other Condition List	
FREWAY CLOSED X MILE	FRONTAGE ROAD CLOSED	ROADWORK XXX FT	ROAD REPAIRS XXXX FT
ROAD CLOSED	SHOULDER XXX FT	FLAGGER XXXX FT	LANE NARROWS XXXX FT
ROAD CLSD AT FM XXXX	RIGHT LN CLOSED XXX FT	RIGHT LN NARROWS XXXX FT	TWO-WAY TRAFFIC XX MILE
RIGHT X LANES CLOSED	RIGHT X LANES OPEN	MERGING TRAFFIC XXXX FT	CONST TRAFFIC XXXX FT
CENTER LANE CLOSED	DAYTIME LANE CLOSURES	LOOSE GRAVEL XXXX FT	UNEVEN LANES XXXX FT
NIGHT LANE CLOSURES	I-XX SOUTH LANE EXIT CLOSED	DETOUR X MILE	ROUGH ROAD XXXX FT
VARIOUS LANES CLOSED	EXIT XXX CLOSED X MILE	ROADWORK PAST SH XXXX	ROADWORK NEXT FRI-SUN
EXIT CLOSED	RIGHT LN TO BE CLOSED	BUMP XXXX FT	US XXX EXIT X MILES
MALL DRIVEWAY CLOSED	X LANES CLOSED TUE - FRI	TRAFFIC STOMACH XXXX FT	LANES SHIFT
XXXXXXX BLVD CLOSED			

* LANES SHIFT in Phase 1 must be used with STAY IN LANE in Phase 2.

Phase 2: Possible Component Lists

Action to Take/Effect on Travel	Location List	Warning List
MERGE RIGHT	AT FM XXXX	SPEED LIMIT XX MPH
DETOUR NEXT X EXITS	BEFORE RAILROAD CROSSING	MAXIMUM SPEED XX MPH
USE EXIT EXIT XXX	NEXT X MILES	MINIMUM SPEED XX MPH
STAY ON US XXX SOUTH	PAST US XXX EXIT	ADVISORY SPEED XX MPH
TRUCKS US XXX N	RIGHT LANE TO EXIT	BEGINS MAY XX
WATCH FOR TRUCKS	US XXX FM XXXX	MAY X-X XX PM - XX AM
EXPECT DELAYS	USE CAUTION	NEXT FRI-SUN
PREPARE STOP	DRIVE SAFELY	XX AM TO XX PM
REDUCE SPEED XXX FT	DRIVE WITH CARE	NEXT TUE AUG XX
WATCH FOR WORKERS		TONIGHT XX PM- XX AM

** See Application Guidelines Note 6.

WORDING ALTERNATIVES

- The words RIGHT, LEFT and ALL can be interchanged as appropriate.
- Roadway designations IH, US, SH, FM and LP can be interchanged as appropriate.
- EAST, WEST, NORTH and SOUTH (or abbreviations E, W, N and S) can be interchanged as appropriate.
- Highway names and numbers replaced as appropriate.
- ROAD, HIGHWAY and FREEWAY can be interchanged as needed.
- EXIT may be used instead of distances if necessary.
- EXIT may be used instead of distances if necessary.
- EXIT may be used instead of distances if necessary.
- AT, BEFORE and PAST interchanged as needed.
- Distances or AHEAD can be eliminated from the message if a location phase is used.

APPLICATION GUIDELINES

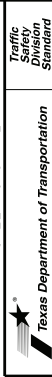
- Only 1 or 2 phases are to be used on a PCMS.
- The 1st phase (or both) should be selected from the "Condition List".
- A 2nd phase can be selected from the "Action to Take/Effect on Travel, Location, General Warning, or Advance Notice Phase Lists".
- A Location Phase is necessary only if a distance or location is not used in the first phase selected.
- 1st and 2nd phases should be separated by a minimum of 1000 ft. Each PCMS shall be limited to two phases, and should be understandable by themselves.
- For advance notice, when the current date is within seven days of the actual work date, calendar days should be replaced with the number of days before the work begins. The message should typically be for no more than one week prior to the work.

PCMS SIGNS WITHIN THE R.O.W. SHALL BE BEHIND GUARDRAIL OR CONCRETE BARRIER OR SHALL HAVE A MINIMUM OF FOUR (4) PLASTIC DRUMS PLACED PERPENDICULAR TO TRAFFIC ON THE UPSTREAM SIDE OF THE PCMS, WHEN EXPOSED TO ONE DIRECTION OF TRAFFIC. WHEN EXPOSED TO TWO WAY TRAFFIC, THE FOUR DRUMS SHOULD BE PLACED WITH ONE DRUM AT EACH OF THE FOUR CORNERS OF THE UNIT.

FULL MATRIX PCMS SIGNS

- When Full Matrix PCMS signs are used, the character height and legibility/visibility requirements shall be maintained as listed in Note 15 under "PORTABLE CHANGEABLE MESSAGE SIGNS" above.
- When symbol signs, such as the "Flagger Symbol" (M20-7) are represented graphically on the Full Matrix PCMS sign and, with the approval of the Engineer, it shall maintain the legibility/visibility requirement listed above.
- When symbol signs are represented graphically on the Full Matrix PCMS, they shall only supplement the use of the static sign requirements, and shall not substitute for, replace, or duplicate a static sign.
- A full matrix PCMS may be used to simulate a flashing arrow board provided it meets the visibility, flash rate and dimming requirements on BC(7), for the same size arrow.

SHEET 6 OF 12



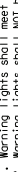
BARRICADE AND CONSTRUCTION
PORTABLE CHANGEABLE
MESSAGE SIGN (PCMS)

BC (6) - 21

FILE	BC-21.dgn	DATE	11/07/2002	BY	11/07/2002	CHK	11/07/2002	APP	11/07/2002
REVISIONS									
9-07	8-14								
7-13	5-21								
PHR									
HLR									

3. Where traffic is on one side of the CIB, two (2) Barrier Reflectors, shall be mounted in approximately the midsection of each section of CIB. An alternate mounting location is uniformly spaced at one end of each section. This will allow for attachment of a barrier grapple without damaging the reflector. The Barrier Reflector mounted on the side of the CIB, as shown in the detail above, the reflector mounted on top of the barrier, as shown in the detail above.
4. The CIB separates two-way traffic. Three barrier reflectors shall be mounted on each section of CIB. The reflector unit on top shall have two yellow reflective faces (bi-directional) while the reflectors on each

BARRIER REFLECTORS FOR CON



1. Warning lights shall meet the requirements of the following:
2. Warning lights shall be flashing amber lights.
3. The use of the flashing amber lights shall be as indicated in the diagram.
4. Type-C and Type-D 360 degree Steered vehicles shall not be used with signs manufactured before 1997.
5. The Engineer/Inspector or the Planning Engineer shall ensure that the signs certify the warning lights meet the requirements of the following:
6. The signs shall be as indicated in the diagram.
7. When used to delineate curves, the signs shall be as indicated in the diagram.

Type C Warning Light or Approved Substitute Mounted on Drum

WARNING LIGHTS MOUNTED ON DRUM

1. Type A flashing warning lights are required.
2. Type A random flashing warning light is required.
3. A series of sequential flashing lights is required.
4. The flashing lights must be in order to identify the desired vehicle.
5. Type C and D steady-burn warning lights are required.
6. Changes, on lane closures, and on other situations, are required.
7. Type A, type C and type D warning lights are required.
8. The maximum spacing for warning lights is required.

[illegible]

LPCB is approved for use in work zone locations, where the posted speed is 45 mph or less, in conjunction with a Shovel LWB.

Max. spacing of barrier delimiters as per manufacturer's recommendations.

16"

LOW PROFILE CONCRETE BARRIER (LPCB)

Install a minimum of 3 Barrier Reflectors as per manufacturer's recommendations.

END TREATMENTS FOR CTB'S USED IN WORK ZONES

0. TRAFFIC BARRIER AND ATTENUATORS

vers that they are approaching or are in a potentially hazardous area. The device for delineation shall not be used in a series.

(c) When channelizing devices to form a turning lane may be used for delineation. If used, the flashing rate shall be 60 flashes per minute, plus or minus 10 percent. Flashing for each light shall be 65 flashes per minute, plus or minus 10 flashes.

(d) Channelizing devices shall not be used in a series to delineate the edge of the travel lane on detours, on lone ones,

(e) Locations as detailed on other sheets in the plans.

(f) Channelizing devices shall be identical to the channelizing device shown.

ed on a plastic drum as a substitute for a Type C, steady burn warning light of the same size and shape. The sign shall be manufactured using a sign substrate approved for use with plastic drums listed in Appendix A. The sign shall have a reflective surface area (one-side) of 30 square inches. The sign shall be attached to the drum by means of reflectorized sheeting. They do not have to be reflectorized where it is attached to the drum. The sign shall have sheeting meeting the color and retroreflective requirements for Type C signs. The sign shall be reflectorized.

1. The Flashing Arrow Board should be used for all lane closures on multi-lane roadways, or slow moving maintenance or construction activities on the travel lanes.
2. The Flashing Arrow Board should be used for detours, delays, diversions or work on shoulders unless the "CAUTION" display (see detail below) is used.
3. The Engineer/Inspector shall choose all appropriate signs, barricades and/or other traffic control devices that should be used in conjunction with the Flashing Arrow Board.
4. The Flashing Arrow Board should be able to display the following symbol:

OR

4 CORNER CAUTION

ALTERNATING DIAMOND CAUTION

5. The "CAUTION" display consists of four corner lamps flashing simultaneously, or the Alternating Diamond Caution mode as shown.

6. The straight line caution display is NOT ALLOWED.

7. The "CAUTION" display must be initiated from the front of the vehicle.

9. Intervals of 25 percent for each sequential phase of the flashing chevron, and 10 percent for each sequential phase of the sequential chevron.
10. The flashing arrow display is the "A001" standard; however, the chevron display may be used during daylight operations.
11. The Flashing Arrow Board shall be mounted on a vehicle, trailer or other suitable support.
12. The flashing arrow board shall be mounted on a vehicle, trailer or other suitable support.
13. The flashing arrow board shall be mounted on a vehicle, trailer or other suitable support.
14. Minimum mounting height of trailer mounted Arrow Boards should be 7 feet from roadway to bottom of panel.

[illegible]

The CWICD for a list of approved TMAs,
required on freeways unless otherwise noted
may be used anytime that it can be positioned
30 feet in front of the area of crew exposure.
Adversely affect the work performance of
any TMA during the work period. When a work
crew is spread down the roadway and the work crew is an
distance from the TMA.

BC (7) - 21

	Dr	Cn	I	Am	J	E	A
	Dr	Cn	I	Am	J	E	A
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(C) X400T							
X400T							
CONF							
TEST							
JOB							
REMARKS							

[illegible]

of 792

GENERAL NOTES

- For long term stationary work zones on freeways, drums shall be used as the primary channelizing device.
- For intermediate term stationary work zones on freeways, drums should be used as the primary channelizing device. Intermediate term drums shall be sections by vertical panels 42" high. Intermediate term drums shall be one-piece cones may be used with the approval of the Engineer but only if personnel are present on the project at all times to maintain the cones in proper position and location.
- For short-term stationary work zones on freeways, drums are the preferred channelizing device but may be replaced in tapered, transitions and tangent sections by plastic panels 42" high. Intermediate term drums shall be approved by the Engineer.
- Drums and all related items shall comply with the requirements of the current version of the "Texas Manual on Uniform Traffic Control Devices" (TMUTCD) and the "Compliant Work Zone Traffic Control Devices List" (CWZCD).
- Drums, bases, and related materials shall exhibit good workmanship and affect their appearance or serviceability.
- The Contractor shall have a maximum of 24 hours to replace any plastic drums identified for replacement by the Engineer/Inspector. The replacement device must be an approved device.

GENERAL DESIGN REQUIREMENTS

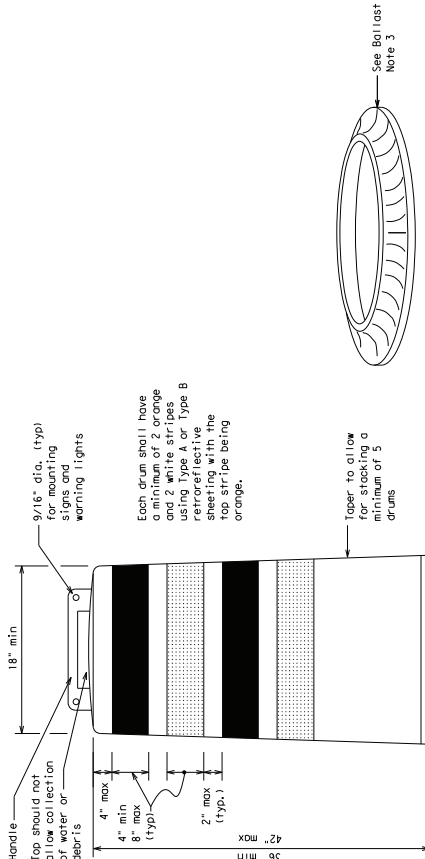
- Pre-qualified plastic drums shall meet the following requirements:
- Plastic drums shall be a two-piece design: the "body" of the drum shall be 42" high and 36" in diameter. The top portion of the drum shall be 18" high and 36" in diameter. The body shall have a locking mechanism in such a manner that the body separates from the base when impacted by a vehicle traveling at a speed of 20 MPH or greater but prevents accidental separation due to normal handling and/or air turbulence created by passing vehicles.
 - Plastic drums shall be constructed of lightweight flexible, and durable materials. The Contractor shall NOT use metal drums or drums with a base of wood. Drums shall be designed to support a load of 50 lbs. minimum and 500 lbs. maximum. Drums shall be 18 inches in height at the 36 inch height when viewed from any direction. The height of drum unit (body installed on base) shall be a minimum of 36 inches and a maximum of 42 inches.
 - The top of the drum shall have a built-in handle for easy pickup and shall be designed to drain water and not collect debris. The handle shall be 18 inches in length and 2 inches in width. The handle shall allow attachment of a warning light, warning reflector unit or approved compliant sign.
 - The exterior of the drum body shall have a minimum of four alternating orange and white retroreflective circumferential stripes not less than 4 inches nor greater than 8 inches in width. Any non-reflective stripes shall have a maximum width of 36 inches, a maximum height of 4 inches, and a minimum of two footcandles of sufficient size to allow base to be held down while separating the drum body from the base.
 - Plastic drums shall be constructed of ultra-violet stabilized, orange, high-density polyethylene (HDPE) or other approved material.
 - Drum body shall have a maximum unballasted weight of 11 lbs.
 - Drum and base shall be marked with manufacturer's name and model number.

RETROREFLECTIVE SHEETING

- The stripes used on drums shall be constructed of sheeting meeting the color and retroreflectivity requirements of Departmental Materials Specification DMS-8300, "Sign Face Materials." Type A or Type B retroreflective sheeting shall be supplied unless otherwise specified in the plans.
- The sheeting shall be suitable for use on and shall adhere to the drum body. The sheeting shall be applied in such a manner that it will not adhere in-place and exhibit no delaminating, cracking, or loss of retroreflectivity other than that loss due to abrasion of the sheeting surface.

BALLAST

- Unballasted bases shall be large enough to hold up to 50 lbs. of sand. This base, when filled with the ballast material, should weigh between 35 lbs (minimum) and 50 lbs (maximum). The ballast may be sand in one to three sandbags separate from the base, sand in a sand-filled plastic base, or other ballasting devices as approved by the Engineer. Stacking of drums shall be such that the height of the drums above pavement surface may not exceed 12 inches.
- Bases with built-in ballast shall weigh between 40 lbs. and 50 lbs. Built-in ballast can be constructed of an integral crumb rubber base or a solid rubber base.
- Recycled truck tire sidewall may be used for ballast on drums approved by the Engineer.
- The ballast shall not be heavy objects, water, or any material that would become hazardous to motorists, pedestrians, or workers when the drum is struck by a vehicle.
- When used in regions susceptible to freezing, drums shall have drainage holes in the bottoms so that water will not collect and freeze becoming a hazard when struck by a vehicle.
- Drums shall be placed on a smooth surface.
- Adhesives may be used to secure base of drums to pavement.



See Ballast Note 3

Continuous smooth rail for hand trailing

2' Max.

Detectable Edge

36"

18" min

4" min

6" max

2" max

42" max

36" min

Each drum shall have a minimum of 2 orange and 2 white stripes

retroreflective sheeting with the top stripe being orange.

9/16" dia. (typ) for mounting signs and warning lights

Top should not allow collection of water or debris

Handle

18" min

42" max

2" max

4" min

6" max

36" min

Each drum shall have a minimum of 2 orange and 2 white stripes

retroreflective sheeting with the top stripe being orange.

9/16" dia. (typ) for mounting signs and warning lights

Top should not allow collection of water or debris

Handle

18" min

42" max

2" max

4" min

6" max

36" min

Each drum shall have a minimum of 2 orange and 2 white stripes

retroreflective sheeting with the top stripe being orange.

9/16" dia. (typ) for mounting signs and warning lights

Top should not allow collection of water or debris

Handle

18" min

42" max

2" max

4" min

6" max

36" min

Each drum shall have a minimum of 2 orange and 2 white stripes

retroreflective sheeting with the top stripe being orange.

9/16" dia. (typ) for mounting signs and warning lights

Top should not allow collection of water or debris

Handle

18" min

42" max

2" max

4" min

6" max

36" min

Each drum shall have a minimum of 2 orange and 2 white stripes

retroreflective sheeting with the top stripe being orange.

9/16" dia. (typ) for mounting signs and warning lights

Top should not allow collection of water or debris

Handle

18" min

42" max

2" max

DISCLAIMER: The use of this standard is governed by the "Texas Engineering Professional Act" and the "Texas Transportation Code". The user of this standard is responsible for its proper application and for any errors or omissions. The user of this standard is responsible for its proper application and for any errors or omissions. The user of this standard is responsible for its proper application and for any errors or omissions.

FIXED

(Rigid or self-righting)

PORTABLE

(Rigid or self-righting)

VERTICAL PANELS (VPs)

- Opposing Traffic Lane Dividers (OTLD) are delineation devices designed to convert a normal one-way roadway section to two-way centerlines. OTLD's are used on temporary operation. The upward and downward arrows on the sign's face indicate the direction of travel. The base is secured to the pavement with an adhesive or rubber weight to minimize movement caused by a vehicle impact or wind gust.
- The OTLD may be used in combination with 42" cones or VPs.
- Spacing between the OTLD shall not exceed 500 feet. The OTLD shall be used on temporary operation. The OTLD's should not exceed 100 foot spacing.
- The OTLD shall be orange with a black non-reflective background. The OTLD shall be retroreflective Type B or Type C, conforming to Departmental Material Specification DMS-8300, unless noted otherwise. The legend shall meet the requirements of DMS-8300.

OPPOSING TRAFFIC LANE DIVIDERS (OTLD)

CHEVRONS

- The chevron shall be a vertical rectangle with a minimum size of 12 by 18 inches.
- Chevrone are intended to give notice of a sharp change of alignment with the direction of travel and provide additional emphasis and guidance for vehicle operators with regard to changes in horizontal alignment of the roadway.
- Chevrone, when used, shall be erected on the outside of a sharp curve or turn, or on the far side of an intersection. They shall be in line with the roadway centerline. The chevron shall always have three in view, until the change in alignment eliminates its need.
- To be effective, the chevron should be visible for at least 500 feet.
- Chevrone shall be orange with a black nonreflective legend. Sheeting for the chevron shall be retroreflective Type B or Type C, conforming to Departmental Material Specification DMS-8300, unless noted otherwise. The legend shall meet the requirements of DMS-8300.
- For Long Term Stationary use on tapers or transitions on freeways and divided highways, chevrone shall be made of plastic drums and not replace plastic drums.

LONGITUDINAL CHANNELIZING DEVICES (LCD)

- LCDs are crashworthy, deformable devices that are highly visible, have good target value and can be connected together. They are not designed to contain or redirect a vehicle on impact.
- LCDs shall be placed in accordance to application and installation requirements specific to the device, and shall be used in accordance to the manufacturer's instructions.
- LCDs shall not be used to provide positive protection for obstacles, pedestrians or workers.
- LCDs shall be supplemented with retroreflective delineation as required for temporary barriers on BC(7) when placed roughly parallel to the travel lanes.
- LCDs used as barricades placed perpendicular to traffic should have at least one row of reflective sheeting meeting the requirements for barricade rolls as shown on BC(10). Place reflective sheeting near the top of the LCD along the full length of the device.

WATER BALLASTED SYSTEMS USED AS BARRIERS

- Water ballasted systems used as barriers shall not be used solely to channelize road users, but also to protect the work space per the appropriate Manual for Assessing Safety Hardware (MASH) crashworthiness requirements based on roadway speed and barrier application.
- Water ballasted systems used as barriers shall be supplemented with retroreflective delineation or channelizing devices to improve daytime/nighttime visibility. They may also be supplemented with pavement markings.
- Water ballasted systems used as barriers shall be placed in accordance to application and installation requirements specific to the device, and used only when shown on the MUTCD list.
- Water ballasted systems used as barriers should not be used for a merging taper except in low speed (less than 45 MPH) applications. Water ballasted systems used as barriers should not be used for a merging taper except in low speed (less than 45 MPH) applications.
- When water ballasted systems used as barriers have blunt ends exposed to traffic, they should be attenuated as per manufacturer recommendations or flared to a point outside the clear zone.

If used to channelize pedestrians, longitudinal channelizing devices or water ballasted systems must have a continuous detectable bottom for users of long cones and the top of the unit shall not be less than 32 inches in height.

GENERAL NOTES

- Work Zone channelizing devices illustrated on this sheet may be installed in close proximity to traffic and are suitable for use on high or low speed roadways. The Engineer/Inspector shall ensure that spacing and placement is uniform and in accordance with the "Texas Manual on Uniform Traffic Control Devices" (TMUTCD).
- Channelizing devices shown on this sheet may have a driveable, fixed or portable base. The Engineer/Inspector shall ensure that the devices must be specified in the General Notes or other plan sheets.
- Channelizing devices on self-righting supports should be used in work zone areas where channelizing devices are frequently impacted by errant vehicles or vehicle related wind gusts making alignment of the channelizing devices difficult to maintain. Locations of these devices shall be detailed elsewhere in the plans. These devices shall conform to the requirements of the "Texas Manual on Uniform Traffic Control Devices" (TMUTCD) and the "Texas Engineering Professional Act" (TEPA).
- The Contractor shall maintain devices in a clean condition and replace damaged, nonreflective, faded, or broken devices and bases as required by the Engineer/Inspector. The Contractor shall be required to maintain proper device spacing and alignment.
- Portable bases shall be fabricated from virgin and/or recycled rubber. The bases shall be at least 30 lbs. and shall be designed to ensure proper bonding between the adhesives, the fixed mount bases and the pavement surface. Adhesives shall be prepared and applied according to the manufacturer's recommendations.
- The installation and removal of channelizing devices shall not cause detrimental effects to the final pavement surfaces, including pavement surface seal coats. The Contractor shall ensure that the devices are removed in a timely manner and the pavement surface is restored to its original condition. The Engineer/Inspector shall approve all application and removal procedures of fixed bases.

SUGGESTED MAXIMUM SPACING OF CHANNELIZING DEVICES AND MINIMUM DESTRABLE TAPER LENGTHS

Posted Speed	Formula	Minimum Desirable Taper Lengths * X	Suggested Maximum Channelizing Devices
30	$L = \frac{WS^2}{60}$	150' 165' 180' 30'	On a Taper
35		205' 225' 245' 35'	70'
40		265' 295' 320' 40'	80'
45		450' 495' 540' 45'	90'
50		550' 605' 660' 55'	100'
55		600' 660' 720' 60'	120'
60		650' 715' 780' 65'	130'
65		700' 770' 840' 70'	140'
70		750' 825' 900' 75'	150'
75		800' 880' 960' 80'	160'

*X Taper lengths have been rounded off.
L=Length of Taper (ft.) W=Width of Offset (ft.)
S=Posted Speed (MPH)

BARRICADE AND CONSTRUCTION CHANNELIZING DEVICES

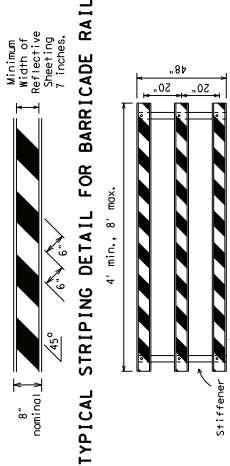
BC (9) - 21

TYPE 3 BARRICADES

1. Refer to the Compliant Work Zone Traffic Control Devices List (CWZTD) for the use of Type 3 Barricades.
2. Type 3 Barricades shall be used at each end of construction projects closed to all traffic.
3. Barricades extending across a roadway should have stripes that slope downward in both directions toward a vehicle that may turn around the barricade in both directions. Barricades should have reflective stripes that slope downward in both directions from the center of the barricade. Where no turns are provided at a closed road, striping should slope downward in both directions toward the center of roadway.
4. Striping of rolls, for the right side of the roadway, should slope downward to the right. For the left side of the roadway, striping should slope downward to the left.
5. Identification markings may be shown only on the back of the barricade rolls. The maximum height of letters and/or company logos used for identification shall be 1".
6. Barricades shall be placed parallel to traffic unless an adequate clear zone is provided.
7. Warning lights shall NOT be installed on barricades.
8. Where barricades require the use of weights to keep from turning over, the use of sandbags with dry, cohesionless sand is recommended. The sandbags will be tied shut to keep the sand from spilling and to keep the sandbags from being used in any other manner. The sandbags shall cover any portion of a barricade roll's reflective sheeting. Rock, concrete, iron, steel or other solid objects will NOT be permitted. Sandbags should weigh a minimum of 35 lbs and a maximum of 50 lbs. Sandbags shall be made of a durable material that tears upon impact. Sandbags shall be placed along the base of the barricade. Sandbags shall only be placed along or upon the base supports of the device and shall not be suspended above ground level or hung with rope, wire, chains or other fasteners.
9. Stiffener for barricades shall be retroreflective Type A or Type B conforming to Departmental Material Specification DMS-8300 unless otherwise noted.

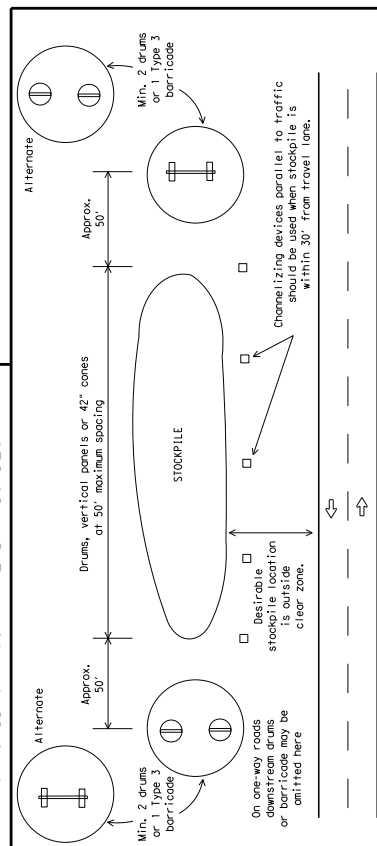
Barricades shall NOT be used as a sign support.

TYPICAL STRIPING DETAIL FOR BARRICADE RAIL



Stiffener may be inside or outside of support, but no more than 2 stiffeners shall be allowed on one barricade.

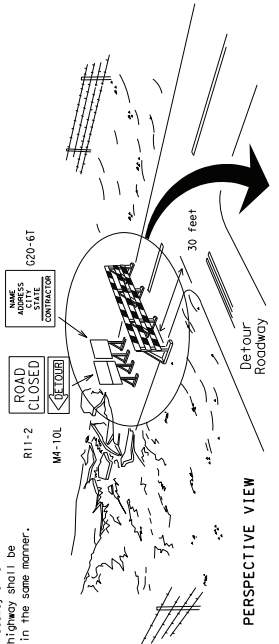
TYPICAL PANEL DETAIL FOR SKID OR POST TYPE BARRICADES



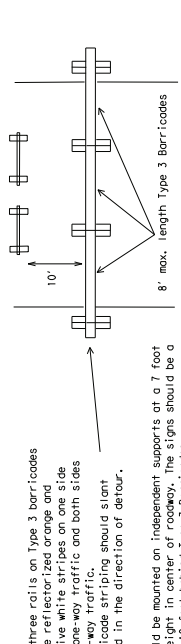
TRAFFIC CONTROL FOR MATERIAL STOCKPILES



Each roadway of a divided highway shall be barricaded in the same manner.



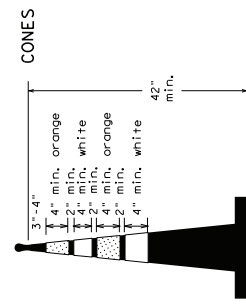
PERSPECTIVE VIEW



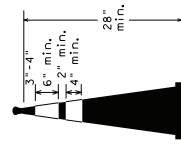
PLAN VIEW

1. Signs should be mounted on independent supports at a 7 foot mounting height in center of roadway. The signs should be a minimum of 10 feet behind Type 3 Barricades.
2. Advance signing shall be as specified elsewhere in the plans.

TYPE 3 BARRICADE (POST AND SKID) TYPICAL APPLICATION



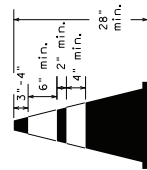
CONES



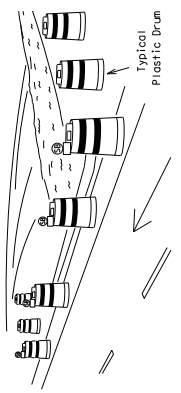
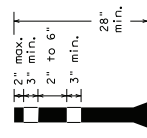
Two-Piece cones

28" Cones shall have a minimum weight of 9 1/2 lbs.
42" 2-piece cones shall have a minimum weight of 30 lbs, including base.

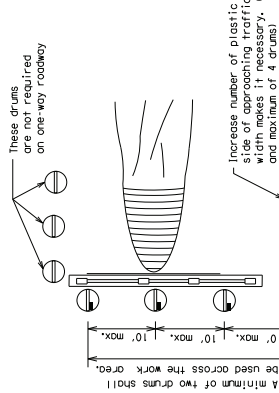
One-Piece cones



Tubular Marker



PERSPECTIVE VIEW



PLAN VIEW

Increase number of plastic drums on the side of approaching traffic if the crown width index is necessary, minimum of 2 and maximum of 4 drums

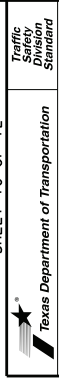
LEGEND

	Plastic drum
	Plastic drum with steady burn light or yellow warning reflector
	Steady burn warning light or yellow warning reflector

1. Where positive redirection capability is provided, drums may be omitted.
2. Plastic construction fencing may be used with drums for safety as required in the plans.
3. For roadways with flexible support, the plastic width of the shoulder width is less than 4 feet.
4. When the shoulder width is greater than 12 feet, steady-burn lights may be omitted if drums are used.
5. Drums must extend the length of the culvert widening.

CULVERT WIDENING OR OTHER ISOLATED WORK WITHIN THE PROJECT LIMITS

SHEET 10 OF 12



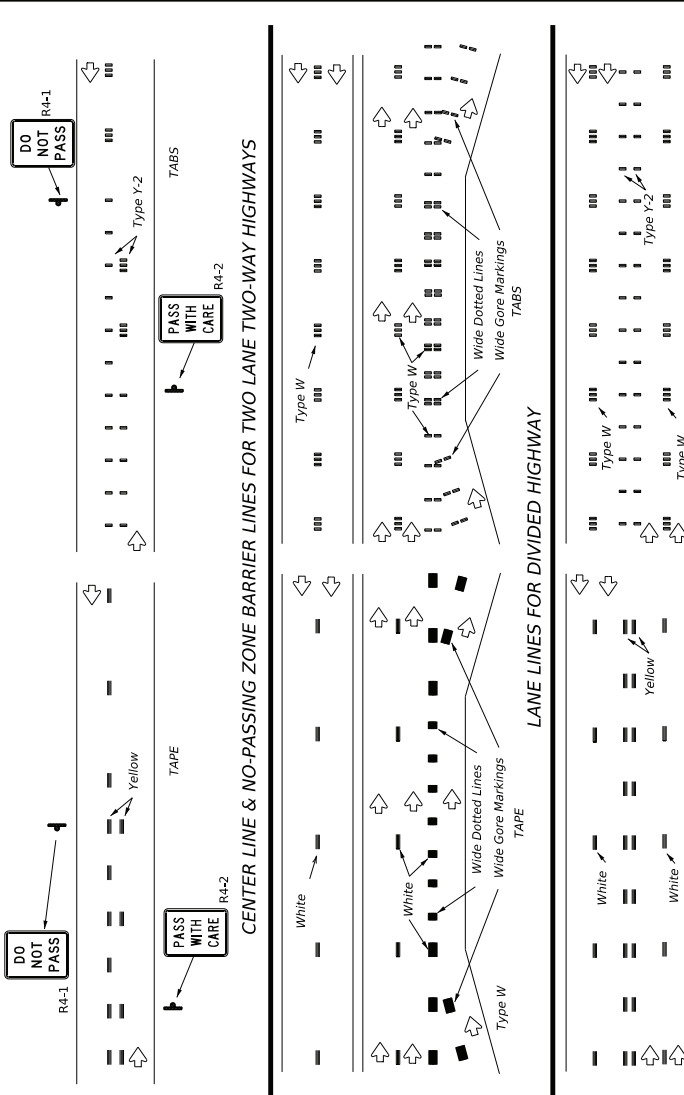
BARRICADE AND CONSTRUCTION CHANNELIZING DEVICES

BC (10) -21

FILE:	DC-21.dgn	DATE: 10/07	CRT: 10/07	DATE: 10/07	CRT: 10/07
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100	10/07	10/07	10/07	10/07	10/07

[illegible]

WORK ZONE SHORT TERM PAVEMENT MARKINGS PATTERNS



TAPE
LANE & CENTER LINES FOR MULTILANE UNDIVIDED HIGHWAYS
TABS

FABRICATED PAVEMENT MARKINGS

TAPE

Removable Short Term Pavement Marker (Tape)

Dimensions: L, 1/2 L

TWO-WAY LEFT TURN LANE

White, Yellow, Type W, Type 2

Texas Department of Transportation

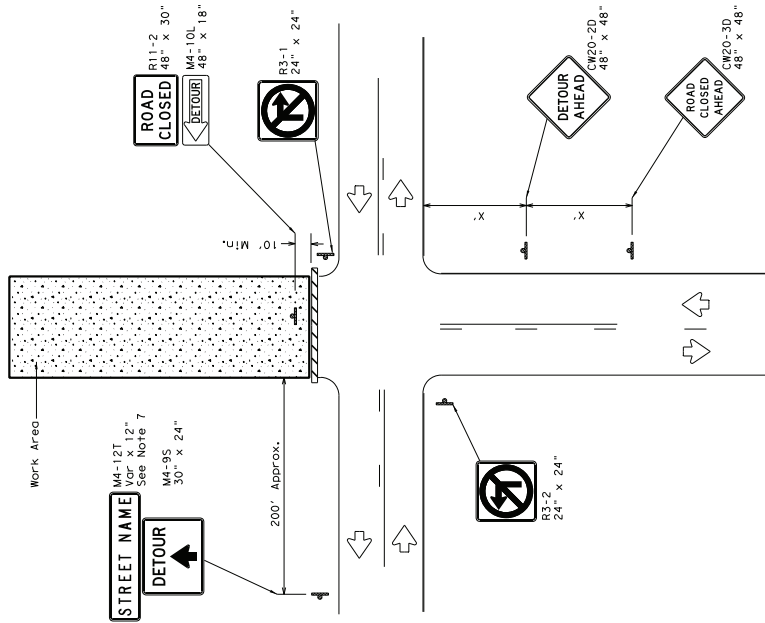
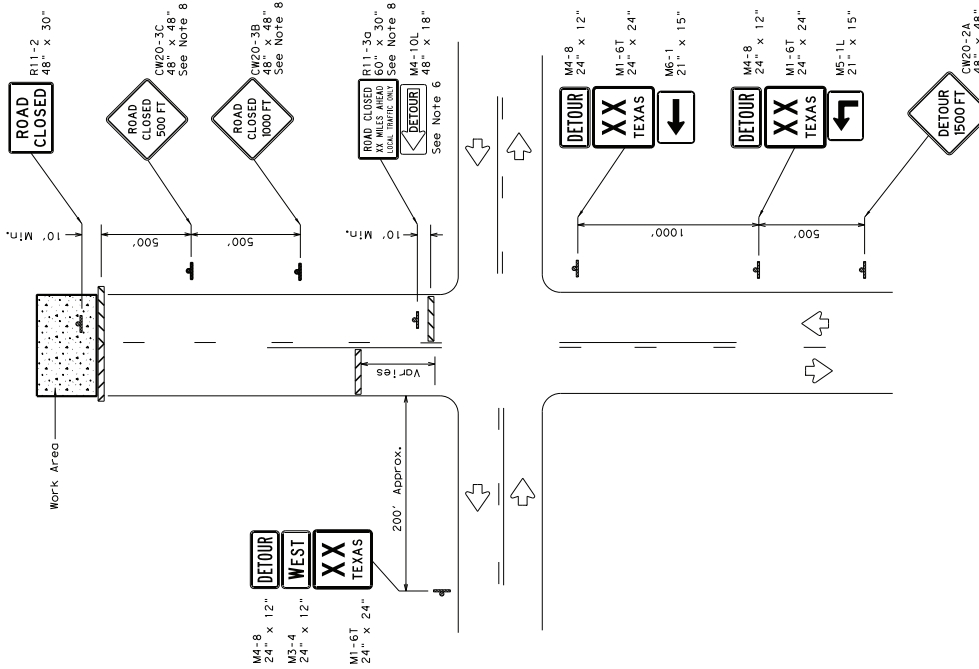
Non-removable Prefabricated Pavement Markings shall meet the requirements of either DMS-8240 "Permanent

- | PAVEMENT MARKINGS | | | | | | | | | |
|-------------------|---------------|---------------|----|-----|----|------|---------|----------|-----------|
| WZ(STPM)-23 | | | | | | | | | |
| FILE: | wzstpm-23.sgn | date | cc | job | cc | sect | country | sheet no | sheet tot |
| PROJECT | INDOT | February 2023 | | | | | | | |
| DATE | | 1/18/2023 | | | | | | | |
| TIME | | 1:49:23 | | | | | | | |
| USER | | 1-97 | | | | | | | |
| GROUP | | 2-23 | | | | | | | |

http://www.txdot.gov/business/contractors/material_specifications/default.htm	1-97	2-23	COUNTRY	SHEET NO.
	1-97	2-23	DIST	
	1-97	2-23	100 D	

WZ(STPM)-23

FILE:	wstomp-23.dgn						
© TxDOT	February 2023	DIST	COUNTY	SHEET NO.	DATE	BY	CHK
REVISED							
4-92	7-13						
1-97	2-23						
3-03							



ROAD CLOSURE BEYOND THE INTERSECTION

ROAD CLOSURE AT THE INTERSECTION

Signing for an Un-numbered Route with an Off-Site Detour

LEGEND	
	Type 3 Barricade
	Sign

Posted Speed * *	Minimum Sign Spacing "X" Distance
30	120'
35	160'
40	240'
45	320'
50	400'
55	500'
60	600'
65	700'
70	800'
75	900'

* Conventional Roads Only

GENERAL NOTES

1. This sheet is intended to provide details for temporary work zone road closures. For permanent road closure details see the D&M standards.
2. Barricades used shall meet the requirements shown on Barricade and Construction Standard BC10 and be listed on the Compliant Work Zone Traffic Control Devices List (CWZTCL).
3. Stockpiled materials shall not be placed on the traffic side of barricades.
4. Barricades at the road closure should extend from pavement edge to pavement edge.
5. Detour signing shown is intended to illustrate the type of signing that is appropriate for numbered routes or un-numbered routes as labeled. It does not indicate the full extent of detour signing required. Detour routes should be signed as shown elsewhere in the plans.
6. If the road is open for a significant distance beyond the intersection or there are significant origin/destination points beyond the intersection, the signs and barricades at this location should be located at the edge of the traveled way.
7. The Street Name (W4-12T) sign is to be placed above the DETOUR (W4-3S) sign.
8. For urban areas where there is a shorter distance between the intersection and the actual closure location, the ROAD CLOSED TO TRAFFIC (W4-3T) sign may be replaced with a ROAD CLOSED TO TRAFFIC (W4-3T) sign placed at the intersection. The distance between the intersection and the closure on a single ROAD CLOSED AHEAD (W20-3D) sign spaced as per the table above may replace the ROAD CLOSED 1000 FT (CW20-3B) and ROAD CLOSED 500 FT (CW20-3C) signs.
9. Signs and barricades shown shall be subsidiary to Item 502. Locations where these details will be required shall be as shown elsewhere in the plans.

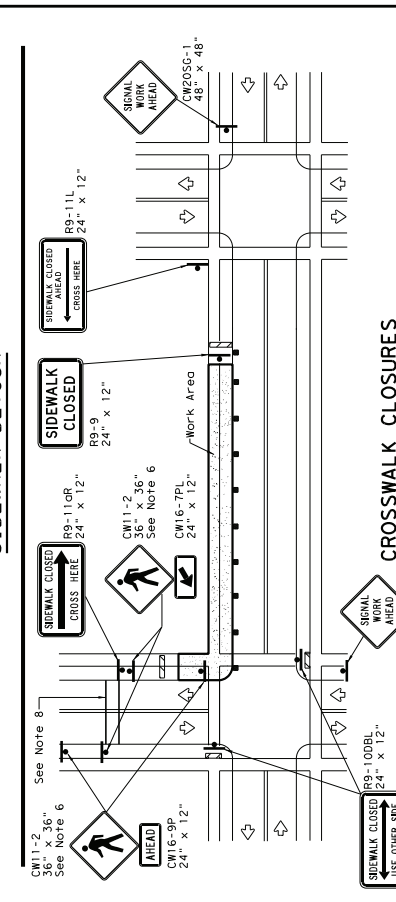
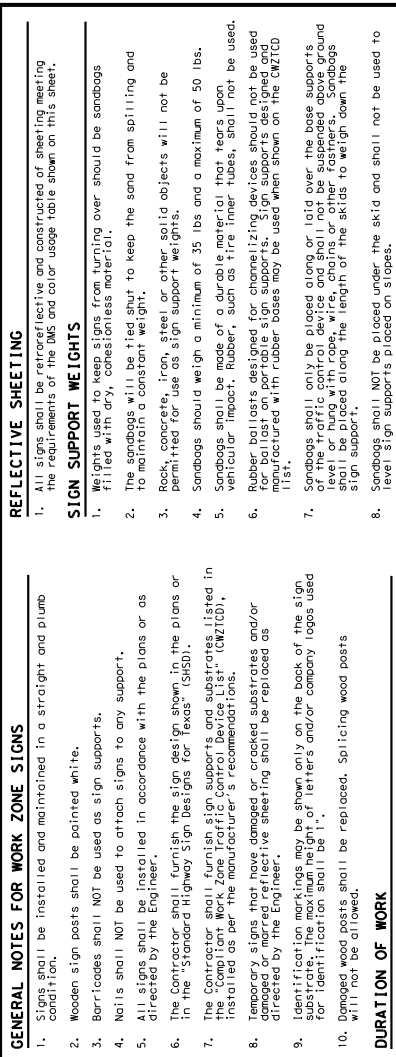
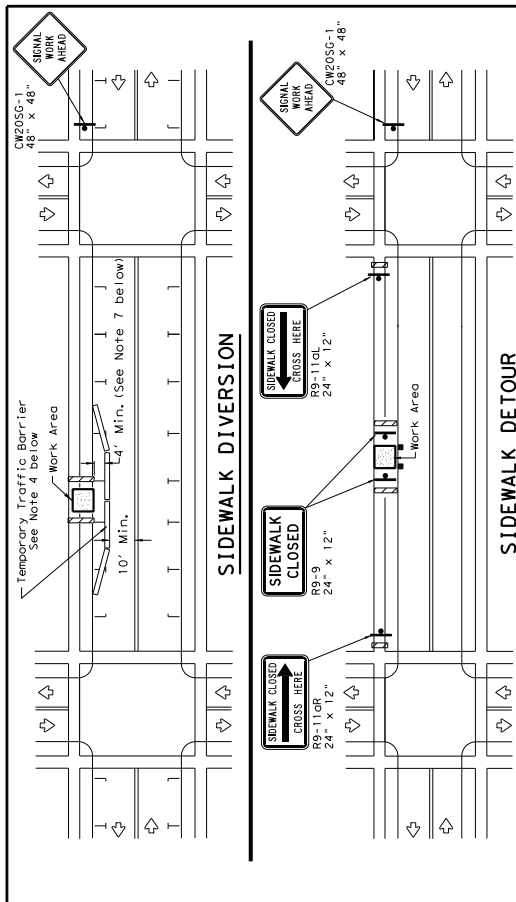

Texas Department of Transportation
 Traffic Operations Division Standard

WORK ZONE ROAD CLOSURE DETAILS

WZ(RCD) - 13

FILE:	WZCrd-13.dgn	Dte: TxDOT	Cct: TxDOT	Dte: TxDOT	Cct: TxDOT
© TxDOT	AUGUST 1995	CONT	SECT	JOB	HIGHWAY
REVISONS					
1-97	4-98	7-13		COUNTY	SHEET NO.
2-98	3-03			PHR	166

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LEGEND	
	Sign
	Channelizing Devices
	Type 3 Barricade

DEPARTMENTAL MATERIAL SPECIFICATIONS		
SIGN FACE MATERIALS		DMS-8300
FLEXIBLE ROLL-UP REFLECTIVE SIGNS		DMS-8310

COLOR	USAGE	SHEETING MATERIAL
ORANGE	BACKGROUND	TYPE B ₁₀ OR TYPE C ₁₀ SHEETING
WHITE	BACKGROUND	TYPE A SHEETING
BLACK	LEGEND & BORDERS	ACRYLIC NON-REFLECTIVE SHEETING

Only pre-qualified products shall be used. A copy of the "Compliant Work Zone Traffic Control Devices List" (CWZCD) describes pre-qualified products and their sources and may be found at the following web address:
http://www.txdot.gov/txdot_library/publications/construction.htm

Sandbags shall NOT be placed under the skid and shall not be used to level sign supports placed on slopes.

■	Single
■ ■	Channelizing Devices

1. Holes, trenches or other hazards shall be adequately protected by covering, delineating or surrounding the hazard with orange plastic pedestrian fencing or longitudinal channelizing devices, or as directed by the Engineer, "CROSSWALK CLOSURES" as detailed above will require the Engineer's approval prior to installation.
2. If safety signs shown may be placed on supports detailed on the BC standards and approved by the Engineer, they may be placed on approved substrates, they may be mounted on top of a plastic drum at or near the location shown.
3. For speeds less than 45 mph longitudinal channelizing devices may be used instead of traffic barriers when approved by the Engineer. Attenuation of barriers and approved channelizing devices filled devices shall be per BC13) and manufacturer's recommendations.
4. Location of devices are for general guidance. Actual device spacing and location must be field adjusted to meet actual conditions.
5. Where pedestrians with visual disabilities normally use the closed sidewalk, channelizing barricades should be used instead of the Type 3 barricades shown.
6. The width of existing sidewalk should be maintained if practical.

PEDESTRIAN CONTROL

CROSSWALK CLOSURES

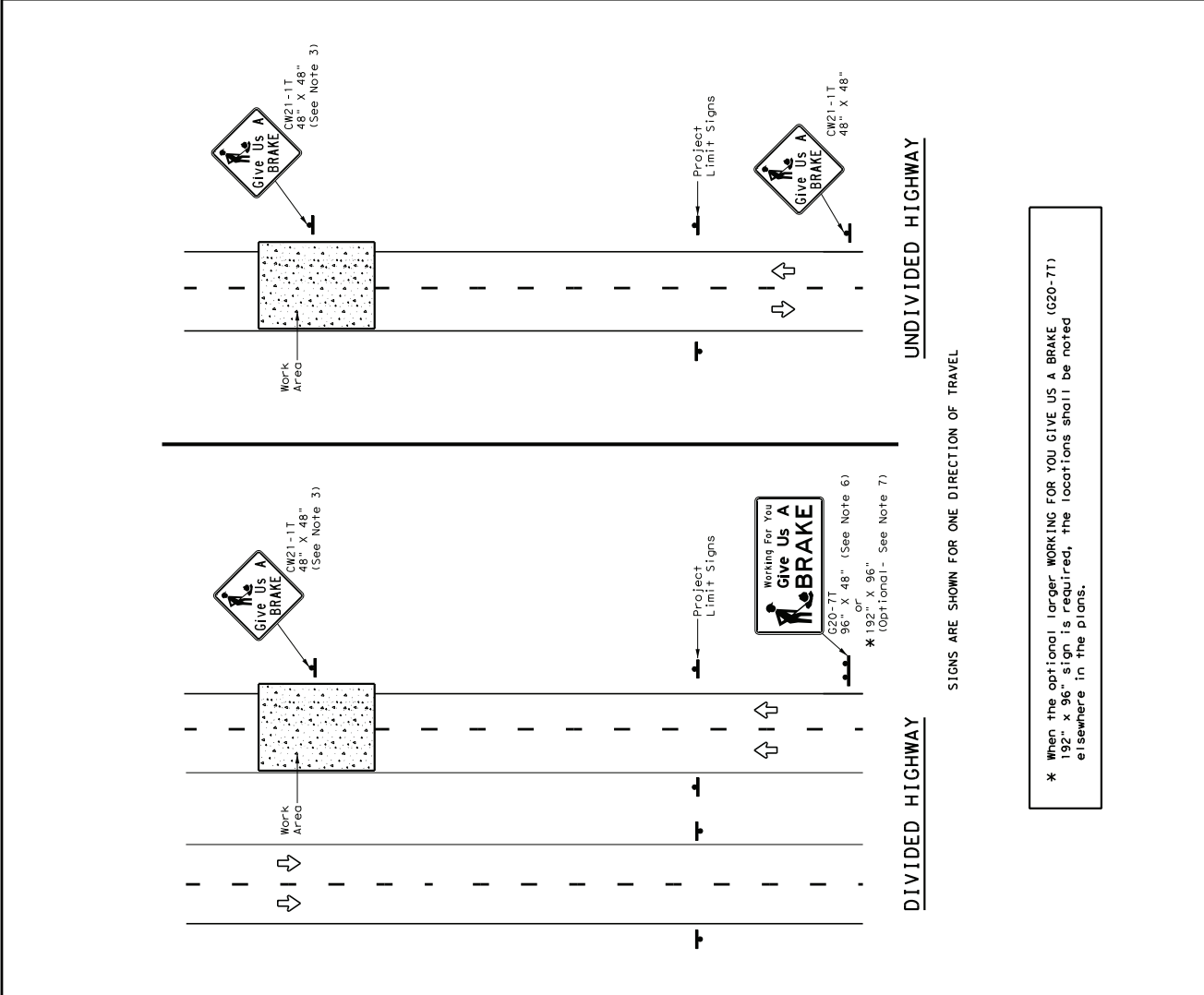
DURATION OF WORK

- STON MOUNTING HEIGHT**
1. Sign height of long-term/intermediate-term warning signs shall be as shown on Figure 6F-1 of the TMLCD.
 2. Sign height of short-term/short duration warning signs shall be as shown on Figure 6F-2 of the TMLCD.
 3. Regulatory signs shall be mounted at least 7 feet, but not more than 10 feet, above the roadway surface.

REMOVING OR COVERING

1. When sign messages may be confusing or do not apply, the signs shall be removed or completely covered, unless otherwise approved by the Engineer.
2. When signs are covered, the material used shall be opaque, such as heavy mil black plastic, or other materials which will cover the sign message and maintain high contrast to the background. Automatic blacking out of signs is not permitted. Signs are to be kept clear of obstructions such as trees, brush, etc. Buried, or heavy materials such as plywood or aluminum shall not be used to cover signs.
3. Duct tape or other adhesive material shall NOT be affixed to a sign face.
4. Signs and anchor studs shall be removed and holes back filled upon completion of the work.

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* When the optional larger WORKING FOR YOU GIVE US A BRAKE (G20-7T) 192" x 96" sign is required, the locations shall be noted elsewhere in the plans.

SUMMARY OF LARGE SIGNS

BACKGROUND COLOR	SIGN DESIGNATION	SIGN	SIGN DIMENSIONS	REFLECTIVE SHEETING	SQ FT	GALVANIZED STRUCTURAL STEEL		DRILLED SHAFT
						Size	(LF)	
Orange	G20-7T		96" X 48"	Type B _{FL} or C _{FL}	32	▲	▲	▲
Orange	G20-7T		192" X 96"	Type B _{FL} or C _{FL}	128	W8x18	16	12

LEGEND

	Sign
	Large Sign
	Traffic Flow

DEPARTMENTAL MATERIAL SPECIFICATIONS

PLYWOOD SIGN BLANKS	DMS-7100
ALUMINUM SIGN BLANKS	DMS-7110
SIGN FACE MATERIALS	DMS-8300

COLOR	USAGE	SHEETING MATERIAL
ORANGE	BACKGROUND	TYPE B _{FL} OR TYPE C _{FL}
BLACK	LEGEND & BORDERS	NON-REFLECTIVE ACRYLIC FILM

GENERAL NOTES

- See BC and SMD sheets for additional sign support details.
- Sign locations shall be approved by the Engineer.
- For projects more than two miles in length, Give Us A BRAKE signs should be repeated halfway through the project. The Give Us A Brake (CW21-1T) may be used for this purpose.
- Work zone speed limits are sometimes used in conjunction with GIVE US A BRAKE signing. See BC(3) for location and spacing of construction speed zone signing when required.
- Give Us A Brake (CW21-1T) signs and supports shall be considered subsidiary to Item 502, "Barriercodes, Signs and Traffic Handling."
- The 96" X 48" Working For You Give Us A BRAKE (G20-7T) may use a 1/2" or 5/8" plywood substrate or 0.125" aluminum sheeting substrate and may be supported by two 4" x 6" wood posts with drilled holes for breakaway as per BC(5) and will be subsidiary to Item 502.
- The Working For You Give Us A BRAKE (G20-7T) 192" X 96" sign shall be paid for under the following specification items:
Item 636 - Aluminum Signs
Item 647 - Large Roadside Sign Supports and Assemblies.
Item 416 - Drilled Shaft Foundations
- All signs shall be constructed in accordance with the details found in the "Standard Highway Sign Designs for Texas" latest edition. Sign details not shown in this manual shall be constructed in accordance with the details found in the "Standard Highway Sign Designs for Texas" latest edition. The Engineer shall provide a detail to the Contractor before the sign is manufactured.

Texas Department of Transportation

WORK ZONE
"GIVE US A BRAKE"
SIGNS

WZ (BRK) -13

FILE:	WZPK-13.dgn	DN:	TxDOT	CR:	TxDOT	DR:	TxDOT	CL:	TxDOT
REV:	1	DATE:	AUGUST 1995	BY:	SEC	CHK:	JOB		
REVISIONS									
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BEST	PHR	COMD							
SHEET NO.	HLD		163						

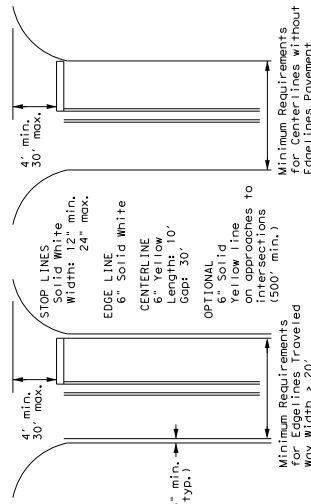
2. The traveled way includes only that portion of the roadway used for vehicular travel. It does not include the parking lanes, sidewalks, berms and shoulders. The traveled ways shall be measured from the center of edge line to the center of edge line of a two lane roadway.

All pavement marking materials shall meet the required Departmental Material Specifications as specified by the plans.

2. Install median striping (double yellow centerlines and stop lines/yield lines) when a 50' or greater median centerline can be placed. Stop lines shall only be used with stop signs. Yield lines shall only be used with yield signs.
3. Length of turn bays, including taper, deceleration, and storage lengths shall be as shown on the plans or as directed by the Engineer.

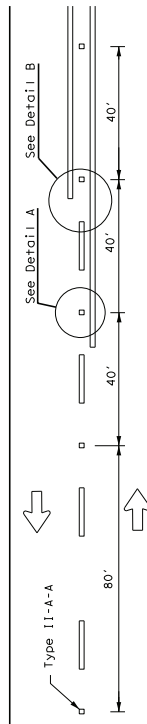
Texas Department of Transportation
Traffic Safety Division

NOTE: Traveled way is exclusive of shoulder widths. Refer to General Note 2 for additional details.

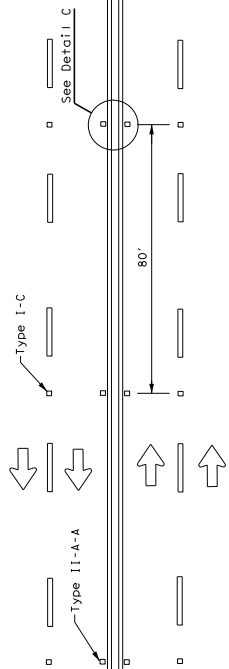


NOTE: Traveled way is exclusive of shoulder widths. Refer to General Note 2 for additional details.

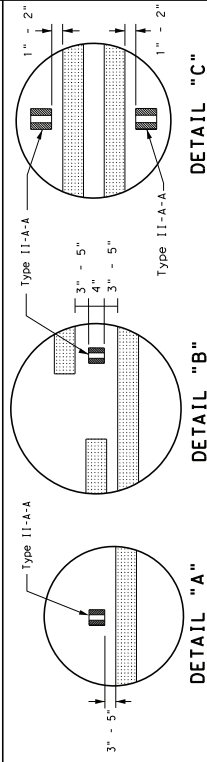
REFLECTIVE RAISED PAVEMENT MARKERS FOR VEHICLE POSITIONING GUIDANCE



CENTERLINE FOR ALL TWO LANE TWO-WAY ROADWAYS

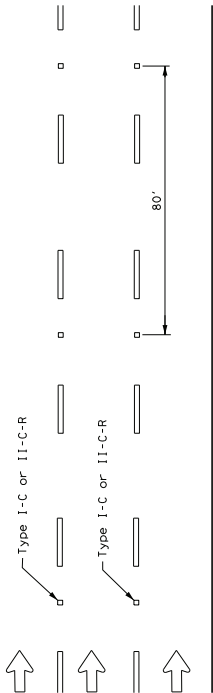


CENTERLINE & LANE LINES FOR FOUR LANE TWO-WAY ROADWAYS



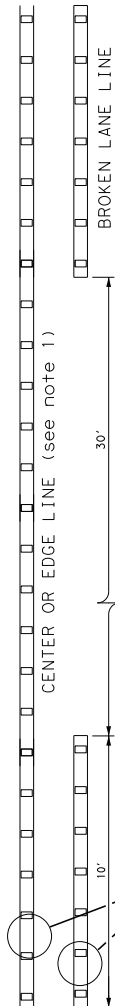
LANE LINES FOR ONE-WAY ROADWAY (NON-FREEWAY FACILITIES)

Raised pavement markers Type II-C-R shall have clear face toward normal traffic and red face toward wrong-way traffic.
See Note 3.



GENERAL NOTES

- All raised pavement markers placed along broken lines shall be placed in line with and midway between the stripes.
- On concrete pavements, the raised pavement markers should be placed to one side of the longitudinal joints.
- Use raised pavement marker Type I-C with undivided roadways, flush medians, and two way left turn lanes. Use raised pavement marker Type II-C-R with divided highways and raised medians.



A quick field check for the thickness of base line and profile marking is approximately equal to a stack of quarters to a maximum height of 7 quarters.

REFLECTORIZED PROFILE PATTERN DETAIL

USING REFLECTIVE PROFILE PAVEMENT MARKINGS

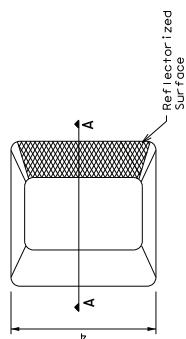
A quick field check for the thickness of base line and profile marking is approximately equal to a stack of quarters to a maximum height of 7 quarters.

NOTES

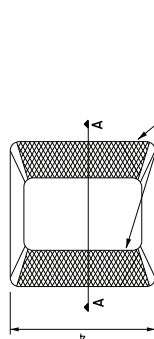
- Edge lines should typically be 6" wide and the materials shall be specified in the plans.
- Profile markings shall not be placed on roadways with a posted speed limit of 45 MPH or less.

MATERIAL SPECIFICATIONS	
PAVEMENT MARKERS (REFLECTORIZED)	DMS-4200
EPOXY AND ADHESIVES	DMS-6100
BUTYRAC ADHESIVE FOR PAVEMENT MARKERS	DMS-6130
TRAFFIC PAINT	DMS-8200
HOT APPLIED THERMOPLASTIC	DMS-8220
PERMANENT PREFABRICATED PAVEMENT MARKINGS	DMS-8240

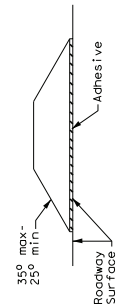
All pavement marking materials shall meet the required Departmental Material Specifications as specified by the plans.



Type I (Top View)



Type II (Top View)



SECTION A

RAISED PAVEMENT MARKERS



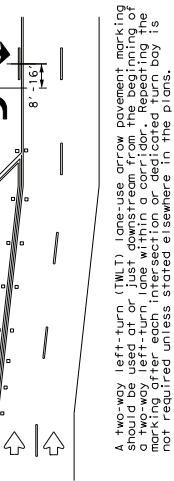
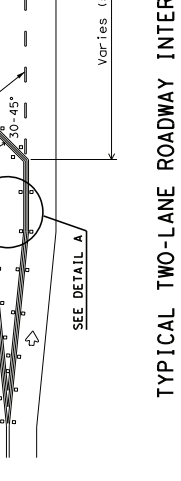
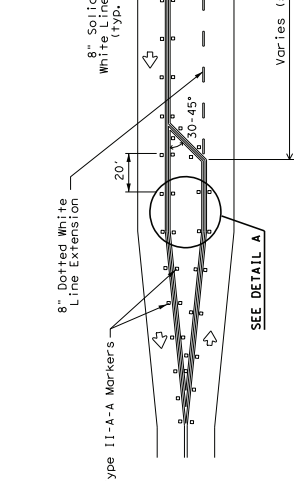
POSITION GUIDANCE USING RAISED MARKERS REFLECTORIZED PROFILE MARKINGS PM (2) -22

PM(2) - 22									
FILE:	pm2-22.dgn	DATE:	December 2022	REV:	01	REV:	02	REV:	03
REVISIONS									

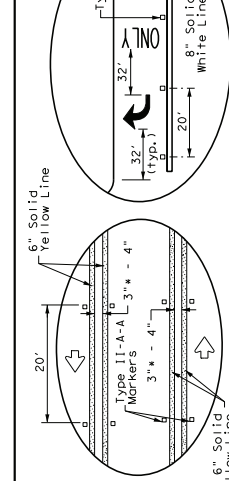
GENERAL NOTES

1. Lane use word and arrow markings shall be used where through lanes approaching an intersection become mandatory turn lanes. Lane use word markings shall be used on approaches to intersections of substantial length. Lane use arrow markings of word and arrow markings may be used in other lanes and turn bays for emphasis. Details for lane use word and arrow markings are in the Standard Highway Sign Design for Texas.
2. When lane-use words and arrow markings are used, two sets of arrows should be used if the length of the bay is greater than 180 feet. When a single lane use arrow or word and arrow marking is used for a through lane, the arrow should be placed near the upstream end of the full-width turn lane.
3. Use raised pavement marker Type 1-C with undivided medians, raised pavement marker Type 1-C with divided medians, and raised pavement marker Type 11-C with divided highways and raised medians.
4. Length of turn bays, including taper, deceleration and storage lengths shall be as shown on the plans or as directed by the Engineer. See Chapter 3 of the Standard Highway Sign Design for Texas for information on turning lanes or storage lengths.

GENERAL NOTES

TYPICAL TRANSITION FOR TWLTL
AND DIVIDED HIGHWAY

DETAIL A



TYPICAL TWO-LANE ROADWAY INTERSECTION

A two-way left-turn (TWL) lane-use arrow pavement marking should be used at or just downstream from the beginning of the lane-use arrow pavement marking and the lane-use marking for each intersection or dedicated turn bay is not required unless stated elsewhere in the plans.

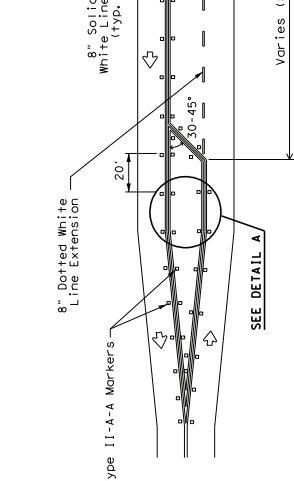
TYPICAL TRANSITION FOR TWLTL
AND DIVIDED HIGHWAY

Diagram of a 20' x 32' x 4' structure. The structure is 20' wide and 32' high. It features a 6" solid yellow line and an 8" solid white line. The diagram shows a cross-section of the structure with a 32' x 4' area at the top and a 20' x 4' area at the bottom. The 6" solid yellow line is on the left side, and the 8" solid white line is on the right side. The structure is labeled "Type II-A-A Markers" and "Type II-A-A Markers".

6" Solid Flow Line

DETAIL A

DETAIL B

2" minimum allowed for restripe projects when approved by the

2" minimum allowed for restripe projects when approved by the

GENERAL NOTES

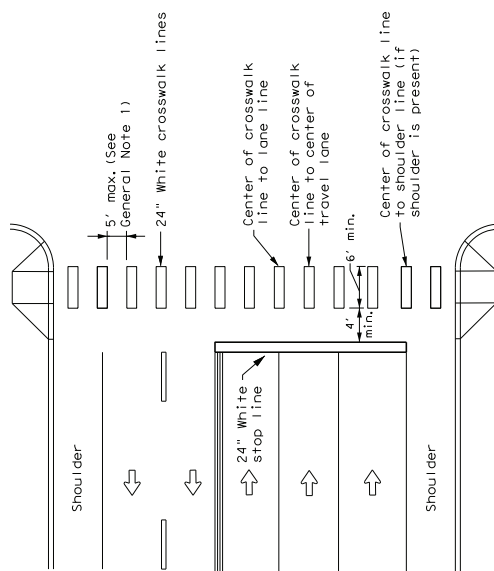
1. Longitudinal crosswalk lines should not be placed in the wheel path of vehicles. Center the crosswalk lines on travel lanes, lane lines, and shoulder lines (if present).
2. A minimum 6' clear distance shall be provided to the curb face. If the closest crosswalk line falls into this distance it must be omitted.
3. For divided roadways, adjustments in spacing of the crosswalk lines should be made in the median so that the crosswalk lines are maintained in their proper location across the travel portion of the roadway.
4. At skewed crosswalks, the crosswalk lines are to remain parallel to the lane lines.
5. Each crosswalk shall be a minimum of 6' wide.
6. The High-Visibility Longitudinal Crosswalk is the preferred crosswalk pattern on State Highways. Other crosswalk patterns as shown in the "Texas Manual on Uniform Traffic Control Devices" may be used. All crosswalk designs and dimension shall comply with the "Texas Manual on Uniform Traffic Control Devices".
7. Final placement of Stop Bar and Crosswalk shall be approved by the Engineer in the field.

MATERIAL SPECIFICATIONS	
PAVEMENT MARKERS (REFLECTORIZED)	DMS- 4200
EPOXY AND ADHESIVES	DMS- 6100
BITUMINOUS ADHESIVE FOR PAVEMENT MARKERS	DMS- 6130
TRAFFIC PAINT	DMS- 8200
HOT APPLIED THERMOPLASTIC	DMS- 8220
PERMANENT PREFABRICATED PAVEMENT MARKINGS	DMS- 8240

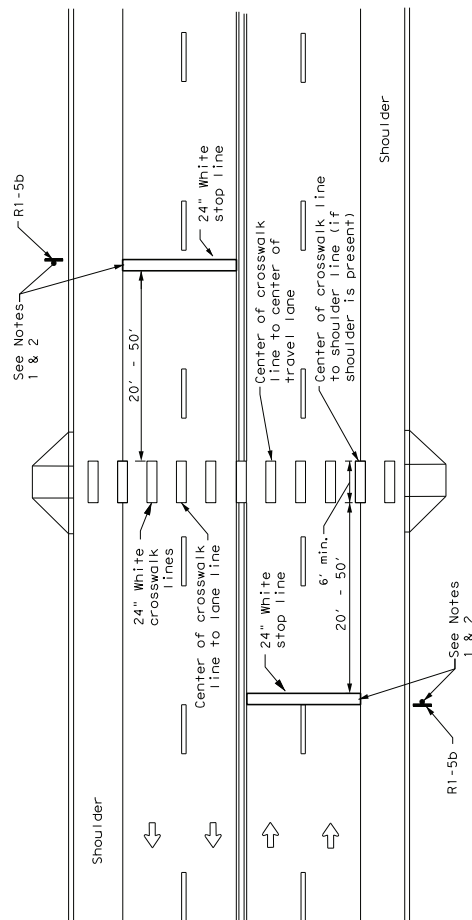
All pavement marking materials shall meet the required Departmental Material Specifications as specified by the plans.

NOTES:

1. Use stop bars with Stop Here For Pedestrians (R1-5b) signs at unsignalized midblock cross walks.
2. Use stop bars with STOP HERE ON RED (R10-6 or R10-6a) signs at mid block crosswalks controlled by traffic signals or pedestrian hybrid beacons.



HIGH-VISIBILITY LONGITUDINAL CROSSWALK AT CONTROLLED APPROACH



UNSIGNALIZED MIDBLOCK HIGH-VISIBILITY LONGITUDINAL CROSSWALK

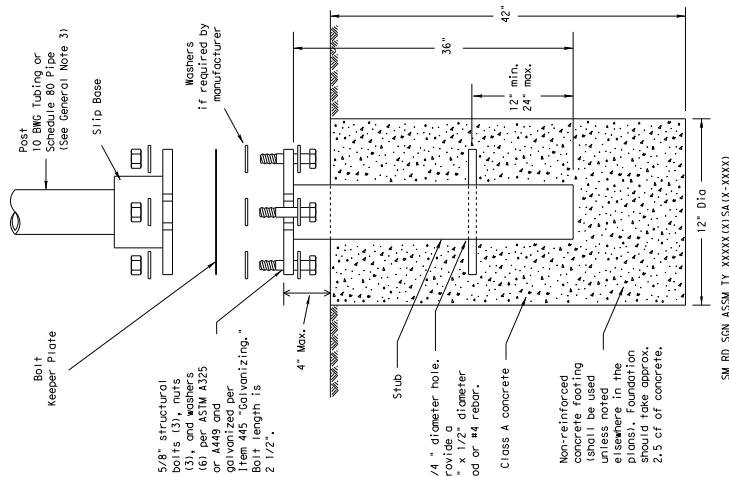
 Texas Department of Transportation	Traffic Division Standard	
CROSSWALK PAVEMENT MARKINGS PM (4) - 22A		
FILES: PM4-22A.001 6-20 6-22 12-22	DATE: 10/01/2022 REVISIONS:	SHEET NO.: -
JOB: CROSSWALK COUNTY: HLD DIST: PHR	CONT: SECT DATE:	C4: H4MAY C4:

TRIANGULAR SLIPBASE INSTALLATION GENERAL REQUIREMENTS

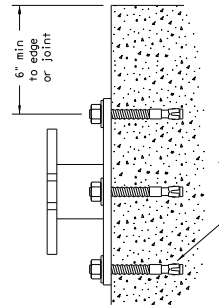
NOTE

There are various devices approved for the Triangular Slipbase System. Please reference the Material Producer List for approved slip base systems. http://www.txdot.gov/business/producer_list.htm

The devices shall be installed per manufacturers' recommendations. Installation procedures shall be provided to the Engineer by Contractor.



CONCRETE ANCHOR



SM RD SON ASM TY XXXXX (X) SB (X-XXXX)

Concrete anchor consists of 5/8" diameter stud bolt with UNC series heavy hex nut per ASTM A563 and hardened washer per ASTM F436. The stud bolt shall have a minimum yield and ultimate tensile strength of 50 and 75 KSI, respectively. Bolts shall be installed with a minimum of 4" embedment into concrete. Adhesive type anchors shall have stud bolts installed with Type III epoxy per DMS-6100. Epoxies and Adhesives. Adhesive anchors may be loaded after adequate epoxy cure time has been achieved. Recommendations. Top of bolt shall extend at least flush with top of the nut when installed. The anchor, when installed in 4000 psi normal weight concrete with a 5/8" x 1/2" diameter, shall have a minimum allowable tension and shear of 3900 and 3100 psi, respectively.

GENERAL NOTES:

- Slip base shall be permanently marked to indicate manufacturer, Method, design, and location of marking are subject to approval of the TxDOT Traffic Standards Engineer.
- Material used as post with this system shall conform to the following specifications:
 - 10 BNC Tubing (2.875" outside diameter)
 - 0.134" nominal wall thickness
 - Seamless or electric resistance welded steel tubing or pipe
 - Steel or galvanized steel per ASTM A132 or ASTM A135
 - Other steels may be used if they meet the following:
 - 35,000 PSI minimum yield strength
 - 70,000 PSI minimum tensile strength
 - 20% minimum elongation in 2"
 - Wall thickness (uncoated) shall be within the range of 0.127" to 0.139"
 - Galvanization per ASTM A123 or ASTM A653 G70. For pre-coated steel tubing (ASTM A653), recast tube outside diameter weld seam by metalizing with zinc wire per ASTM B833.
 - Schedule 80 Pipe (2.875" outside diameter)
 - 0.276" nominal wall thickness
 - Steel tubing per ASTM A500 Gr. C
 - Other steels may be used if they meet the following:
 - 46,000 PSI minimum yield strength
 - 62,000 PSI minimum tensile strength
 - 21% minimum elongation in 2"
 - Wall thickness (uncoated) shall be within the range of 0.248" to 0.304"
 - Galvanization per ASTM A123
- See the Traffic Operations Division website for detailed drawings of sign clamps and Texas Universal Triangular Slipbase System components. The website address is: <https://www.txdot.gov/publications/traffic.htm>
- Sign supports shall not be spliced except where shown. Sign support posts shall not be spliced.

ASSEMBLY PROCEDURE

Foundation

- Prepare 12-inch diameter by 42-inch deep hole. If solid rock is encountered, the depth of the foundation may be reduced such that it is embedded a minimum of 18 inches into the solid rock.
- The Engineer may permit batches of concrete less than 2 cubic yards to be mixed with a portable, non-mechanical mixer. The concrete shall be Class A, hand mixing in a suitable container may be allowed by Engineer. Concrete shall be Class A.
- Push the pipe end of the slip base stub into the center of the concrete. Rotate the stub back and forth while pushing it down into the concrete to assure good contact between the concrete and stub. Continue to work the stub into the concrete until it is between 2 to 4 inches above the ground.
- Turn the stub. Allow a minimum of 4 days to set, unless otherwise directed by the Engineer.
- The Triangular slipbase system is multidirectional and is designed to release when struck from any direction.

Support

- Cut support so that the bottom of the sign will be 7 to 7.5 feet above the edge of the travelway (i.e., edge of the closest lane) when slip plate is below the edge of pavement or 7 to 7.5 feet above the slip plate when the slip plate is above the edge of the travelway. The cut shall be blunt and straight.
- Attach sign to support using connections shown. When multiple signs are installed on the same support, ensure the minimum clearance between each sign is maintained. See SM(SLIP-2) for clearances based on sign types.



SIGN MOUNTING DETAILS
SMALL ROADSIDE SIGNS
TRIANGULAR SLIPBASE SYSTEM

SMD (SLIP-1) - 08

REV	DATE	BY	CHK	APP	DESCRIPTION
1	07/2002	JD	JD	JD	REVISIONS
2	09/08	JD	JD	JD	REVISIONS
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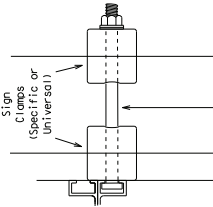
26B

SIGN SUPPORT	# OF POSTS	MAX. SIGN AREA
10 BWG	1	16 SF
10 BWG	2	32 SF
Sch 80	1	32 SF
Sch 80	2	64 SF

-
- Diagram illustrating the assembly of a three-part component. The assembly consists of three cylindrical parts joined by a central nut and washers. The dimensions and components are labeled as follows:
- Drill 7/16" hole (through) after assembly and install bolt, nut, 2 flat washers and lock washer.** (Instruction for the first part)
 - 3/8" x 4" heavy hex bolt with nut, lock washer and 2 flat washers per ASTM A307 galvanized per 11en 445 "Galvanizing."** (Description of the fastener)
 - 1 1/2"** (Dimension of the first part)
 - Extender** (Label for the first part)
 - Detail C** (Label for the assembly detail)
 - T-Backet** (Label for the fastener assembly)
 - Splices shall only be allowed behind the ston substrate.** (Note for the second part)

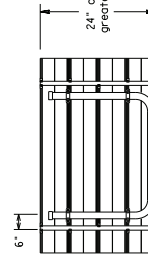


Splices shall only be allowed behind the sign substrate.

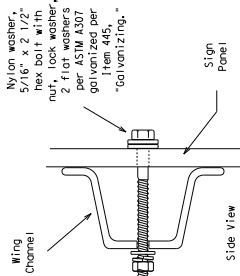


3/8" x 4 1/2"
square head
bolt, nut,
flat washer
and lock washer per
ASTM A307 galvanized
per Item 445,
see Item 445.

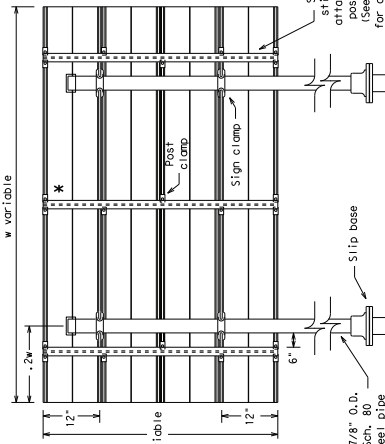
Detail E



Use Extruded Alum. Windbeam as stiffeners
See SMD (2-1) for additional details



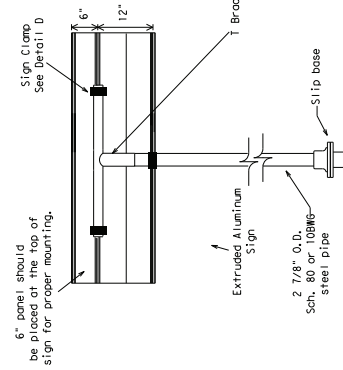
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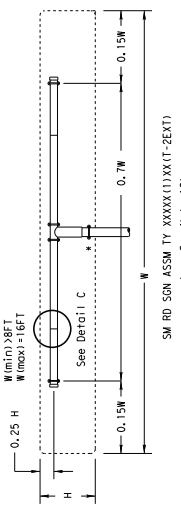
Typical Sign Mount

See Detail E
for clamp installation

* Additional stiffener placed at approximate center of signs when sign width is greater than 10'.



Extruded Aluminum Sign
With T Bracket

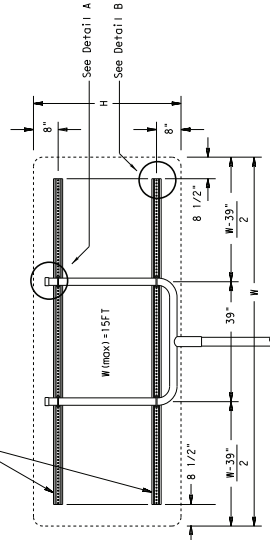


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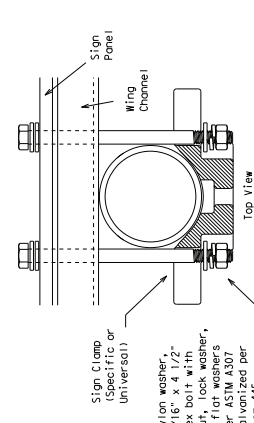
      ASSM TY XXXXX(1)XX(T-2EXT)

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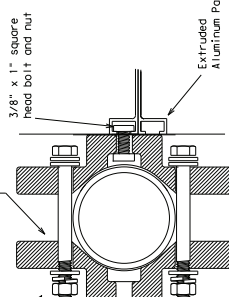
■ - See Note 12)



SM RD SGN ASSM TY XXXXX(1)XX(U-XX)



Detail A

Sign Clamp
(Specific or
Universal)

1. The first part of the document is a list of references. The references are listed in a standard format, with the author's name, the title of the work, and the publisher's name. The references are as follows:

Detail D
EXTRUDED ALUMINUM SIGN WITH T BRACKET

	REQUIRED	SUPPORT
	SIGN DESCRIPTION	SUPPORT
Regulatory	48-inch STOP sign (R1-1)	TY 10BWC(1)XX(T) TY 10BWC(1)XX(T)
	60-inch YIELD sign (R1-2)	TY 10BWC(1)XX(T) (RM) TY 10BWC(1)XX(T)
	48x16-inch ONE-WAY sign (R6-1)	TY 10BWC(1)XX(P-DM) TY 10BWC(1)XX(T)
	36x48, 48x36, and 48x48-inch signs	TY 10BWC(1)XX(T) TY 10BWC(1)XX(T)
	48x60-inch signs	TY 580(1)XX(T) TY 10BWC(1)XX(T)
Warning	48x48-inch signs (diamond or square)	TY 580(1)XX(T) TY 580(1)XX(T)
	48x60-inch signs	TY 10BWC(1)XX(T) TY 10BWC(1)XX(T)
	48-inch Advance School X-ing sign (S1-1)	TY 10BWC(1)XX(T) TY 10BWC(1)XX(T)
	48-inch School X-ing sign (S2-1)	TY 10BWC(1)XX(T) TY 10BWC(1)XX(T)
Information	Large Arrow sign (W1-6 & W1-7)	TY 10BWC(1)XX(T) TY 10BWC(1)XX(T)
	Small Arrow sign (W1-6 & W1-7)	TY 10BWC(1)XX(T) TY 10BWC(1)XX(T)



Texas Department of Transportation
Traffic Operations Division

SIGN MOUNTING DETAILS

SMALL ROADSIDE SIGNS

TRIANGULAR SLIPBASE SYSTEM

SMD (SLIP-3) -08

© 11-001 JULY 2002 REVISIONS 9-08	ONE TROOST		ONE TROOST	ONE TROOST	ONE TROOST
	CONT	SECT	JOB		HIGHWAY
		DIST		COUNTY	SHEET NO.
		PHR		HLD	-

Existing Signal Timing Plans
(Provided by the City of Edinburg on 10/31/2022)

10TH AVENUE AT MCINTYRE STREET

PROPOSED TIMING CHART								
PHASE	1	2	3	4	5	6	7	8
STREET	10TH AVE	McINTYRE	10TH AVE	McINTYRE	10TH AVE	McINTYRE	10TH AVE	McINTYRE
MOVEMENT	NB	WB	NB	WB	NB	WB	NB	WB
INITIAL	12.0	12.0	12.0	12.0	12.0	12.0	12.0	12.0
EXTENSION	4.5	4.5	4.5	4.5	4.5	4.5	4.5	4.5
MAXIMUM I	26.4	23.6	23.6	26.4	26.4	23.6	23.6	26.4
MAXIMUM II								
AMBER	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0
ALL RED	1.4	1.4	1.4	1.4	1.4	1.4	1.4	1.4
WALK	7.0	7.0	7.0	7.0	7.0	7.0	7.0	7.0
DON'T WALK	14.0	9.0	9.0	14.0	14.0	9.0	9.0	14.0
RECALL	PED	MAX	MAX	PED	PED	MAX	MAX	PED
MEMORY	OFF	ON	ON	OFF	OFF	ON	ON	OFF

BUSINESS 281 AT MCINTYRE STREET

PROPOSED TIMING CHART								
PHASE	1	2	3	4	5	6	7	8
STREET	BUS 281	McINTYRE	BUS 281	McINTYRE	BUS 281	McINTYRE	BUS 281	McINTYRE
MOVEMENT	NB	WB	NB	WB	NB	WB	NB	WB
INITIAL	3.0	5.0	3.0	5.0	3.0	5.0	3.0	5.0
EXTENSION	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0
MAXIMUM I	9.0	17.2	37.8	36.0	36.0	37.8	36.0	36.0
MAXIMUM II								
AMBER	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0
ALL RED	2.0	1.0	2.0	1.4	1.4	2.0	1.4	2.0
WALK	OFF	OFF	7.0	7.0	7.0	7.0	7.0	7.0
DON'T WALK	MAX	OFF	18.0	18.0	18.0	18.0	18.0	18.0
RECALL	MAX	MAX	MAX	PED	PED	MAX	MAX	MAX
MEMORY	OFF	ON	ON	OFF	OFF	ON	ON	OFF

12TH AVENUE AT MCINTYRE STREET

PROPOSED TIMING CHART								
PHASE	1	2	3	4	5	6	7	8
STREET	12TH AVE	McINTYRE	12TH AVE	McINTYRE	12TH AVE	McINTYRE	12TH AVE	McINTYRE
MOVEMENT	NB	WB	NB	WB	NB	WB	NB	WB
INITIAL	12.0	12.0	12.0	12.0	12.0	12.0	12.0	12.0
EXTENSION	4.5	4.5	4.5	4.5	4.5	4.5	4.5	4.5
MAXIMUM I	25.0	25.0	25.0	25.0	25.0	25.0	25.0	25.0
MAXIMUM II								
AMBER	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0
ALL RED	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0
WALK	7.0	7.0	7.0	7.0	7.0	7.0	7.0	7.0
DON'T WALK	13.0	14.0	14.0	14.0	14.0	14.0	14.0	14.0
RECALL	PED	MAX	MAX	OFF	OFF	MAX	MAX	OFF
MEMORY	OFF	ON	ON	OFF	OFF	ON	ON	OFF

10TH AVENUE AT UNIVERSITY DRIVE

PROPOSED TIMING CHART								
PHASE	1	2	3	4	5	6	7	8
STREET	10TH AVE	UNIVERSITY	10TH AVE	UNIVERSITY	10TH AVE	UNIVERSITY	10TH AVE	UNIVERSITY
MOVEMENT	NB	WB	NB	WB	NB	WB	NB	WB
INITIAL	15.0	15.0	15.0	15.0	15.0	15.0	15.0	15.0
EXTENSION	2.1	2.1	2.1	2.1	2.1	2.1	2.1	2.1
MAXIMUM I	59.0	59.0	59.0	59.0	59.0	59.0	59.0	59.0
MAXIMUM II								
AMBER	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0
ALL RED	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0
WALK	7.0	7.0	7.0	7.0	7.0	7.0	7.0	7.0
DON'T WALK	18.0	18.0	18.0	18.0	18.0	18.0	18.0	18.0
RECALL	MAX	OFF	OFF	MAX	MAX	OFF	OFF	PED
MEMORY	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF

12TH AVENUE AT UNIVERSITY DRIVE

PROPOSED TIMING CHART								
PHASE	1	2	3	4	5	6	7	8
STREET	12TH AVE	UNIVERSITY	12TH AVE	UNIVERSITY	12TH AVE	UNIVERSITY	12TH AVE	UNIVERSITY
MOVEMENT	NB	WB	NB	WB	NB	WB	NB	WB
INITIAL	12.0	18.0	18.0	12.0	18.0	12.0	18.0	18.0
EXTENSION	4.5	4.5	4.5	4.5	4.5	4.5	4.5	4.5
MAXIMUM I	66.0	34.0	34.0	66.0	66.0	34.0	34.0	66.0
MAXIMUM II								
AMBER	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0
ALL RED	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0
WALK	7.0	7.0	7.0	7.0	7.0	7.0	7.0	7.0
DON'T WALK	18.0	18.0	18.0	18.0	18.0	18.0	18.0	18.0
RECALL	PED	MAX	MAX	OFF	OFF	MAX	MAX	OFF
MEMORY	OFF	ON	ON	OFF	OFF	ON	ON	OFF

10TH AVENUE AT CANO STREET

PROPOSED TIMING CHART								
PHASE	1	2	3	4	5	6	7	8
STREET	10TH AVE	CANO	10TH AVE	CANO	10TH AVE	CANO	10TH AVE	CANO
MOVEMENT	NB	WB	NB	WB	NB	WB	NB	WB
INITIAL	12.0	12.0	12.0	12.0	12.0	12.0	12.0	12.0
EXTENSION	4.5	4.5	4.5	4.5	4.5	4.5	4.5	4.5
MAXIMUM I	26.6	26.6	26.6	26.6	26.6	26.6	26.6	26.6
MAXIMUM II								
AMBER	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0
ALL RED	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0
WALK	7.0	7.0	7.0	7.0	7.0	7.0	7.0	7.0
DON'T WALK	14.0	14.0	14.0	14.0	14.0	14.0	14.0	14.0
RECALL	MAX	MAX	MAX	MAX	MAX	MAX	MAX	PED
MEMORY	OFF	ON	ON	OFF	OFF	ON	ON	OFF

BUSINESS 281 AT CANO STREET

PROPOSED TIMING CHART								
PHASE	1	2	3	4	5	6	7	8
STREET	BUS 281	CANO	BUS 281	CANO	BUS 281	CANO	BUS 281	CANO
MOVEMENT	NB	WB	NB	WB	NB	WB	NB	WB
INITIAL	12.0	12.0	12.0	12.0	12.0	12.0	12.0	12.0
EXTENSION	4.5	4.5	4.5	4.5	4.5	4.5	4.5	4.5
MAXIMUM I	36.0	64.0	64.0	36.0	36.0	64.0	64.0	36.0
MAXIMUM II								
AMBER	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0
ALL RED	1.3	1.3	1.3	1.3	1.3	1.3	1.3	1.3
WALK	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF
DON'T WALK	OFF	OFF	OFF	OFF	OFF	OFF	OFF	OFF
RECALL	PED	MAX	MAX	MAX	MAX	MAX	MAX	MAX
MEMORY	OFF	ON	ON	OFF	OFF	ON	ON	OFF

12TH AVENUE AT CANO STREET

PROPOSED TIMING CHART								
PHASE	1	2	3	4	5	6	7	8
STREET	12TH AVE	CANO ST.	12TH AVE	CANO ST.	12TH AVE	CANO ST.	12TH AVE	CANO ST.
MOVEMENT	NB	WB	NB	WB	NB	WB	NB	WB
INITIAL	12.0	12.0	12.0	12.0	12.0	12.0	12.0	12.0
EXTENSION	4.5	4.5	4.5	4.5	4.5	4.5	4.5	4.5
MAXIMUM I	26.4	26.4	26.4	26.4	26.4	26.4	26.4	26.4
MAXIMUM II								
AMBER	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0
ALL RED	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0
WALK	7.0	7.0	7.0	7.0	7.0	7.0	7.0	7.0
DON'T WALK	14.0	14.0	14.0	14.0	14.0	14.0	14.0	14.0
RECALL	PED	MAX	MAX	OFF	OFF	MAX	MAX	OFF
MEMORY	OFF	ON	ON	OFF	OFF	ON	ON	OFF

6.4
11.2
15.5



THE CITY OF
EDINBURG
TEXAS



Texas Department of Transportation
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L & G Engineering
Texas Registered
Engineering Firm F-4105
Highway / Civil
Structural / Bridge
Environmental
Constr. Material Testing



ETSI
Ergonomic Transportation Solutions, Inc.
Texas Registered Engineering Firm No. F-000625
3300 Hollister Road, Suite 220
Houston, Texas 77019
Tel. (713) 956-9601 Fax (713) 956-9607

HIDALGO COUNTY COURT HOUSE
RECONSTRUCTION
INTERIM TRAFFIC CIRCULATION PLAN
SIGNAL TIMING CHARTS

DATE	STATE	PROJECT NO.	ROADWAY
9/24/2018	TEXAS	BUS 281 AT SH 107	BUS 281
DATE	COUNTY	SECTION	SHEET
9/24/2018	HIDALGO	21	11 / 12

THE SEAL APPEARING
ON THIS DOCUMENT
WAS AUTHORIZED BY
C. SIMEONDIS, P.E. 60919
ON 9/24/2018

Proposed Signal Timing Plans

For the eight intersections:

1. 10th Ave and McIntyre St
2. Closner Blvd and McIntyre St
3. 12th Ave and McIntyre St
4. 10th Ave and University Dr
5. 12th Ave and University Dr
6. 10th Ave and Cano St
7. Closner Blvd and Cano St
8. 12th Ave and Cano St



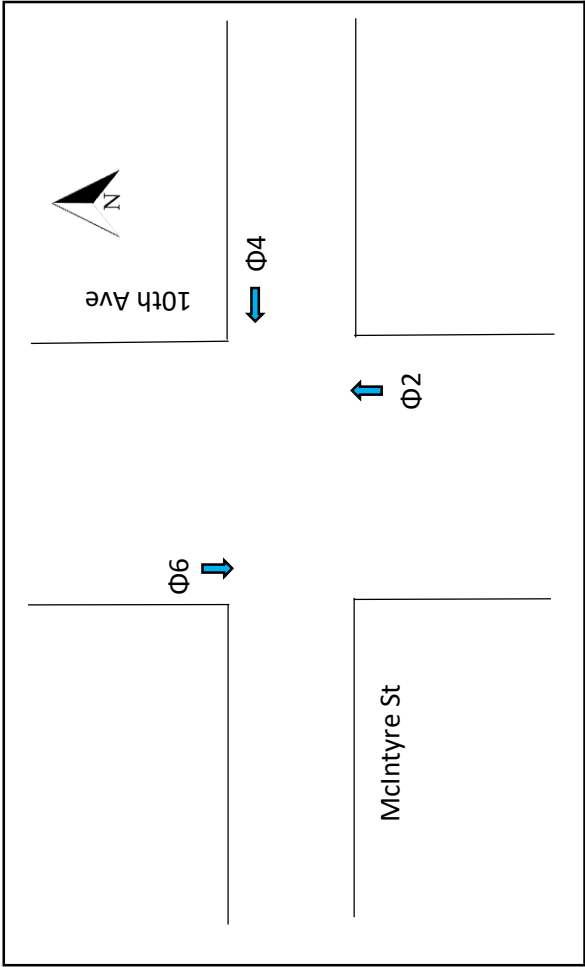
Mike Miranda, P.E., PTOE

11/16/2022

Firm Registration #F-12040

1. 10th Ave and McIntyre St

Signal Phasing and Timing Data									
Street	10th Ave			McIntyre St			10th Ave		
Movement	SBL	NB	EBL	WB	NBL	SB	WBL	EB	
Phase	1	2	3	4	5	6	7	8	
Minimum Green		15		15		15			
Extension		4.5		4.5		4.5			
Maximum 1		35		35		35			
Maximum 2									
Yellow		4		4		4			
All Red		1.7		1.4		1.7			
Walk		7		7		7			
Flashing Don't Walk		19		22		19			
Recall		Ped		Ped		Ped			
Dual Entry									
Detector Lock									



Proposed Coordinated Signal Timing Data (Split/Cycle/Offset)									
Cycle Length	Phase Split Times								Coord Phase
	1	2	3	4	5	6	7	8	
90		34		56		34			Begin of Green
-									

Proposed Plan/Pattern Schedule

Weekday	
Time	Pattern
0:00	1
-	
-	
Weekend	
Time	Pattern
0:00	1

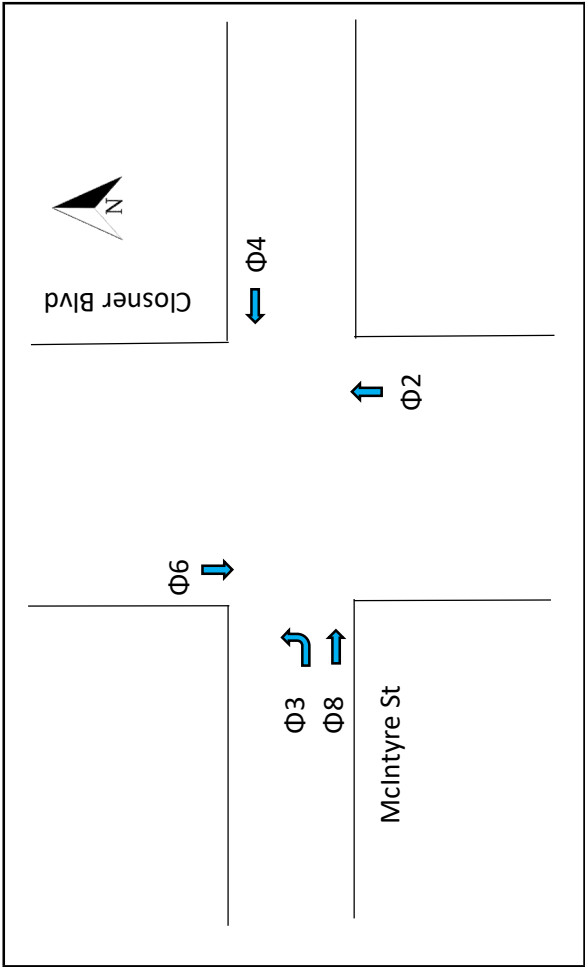
Sequence				
1	2	3	4	Ring 1
5	6	7	8	Ring 2

Notes:

- 1. Signals are maintained and operated by City of Edinburg.
- 2. Inhibit Max during coordinated operation.
- 3. Offsets to fine-tuned after all eight intersections are placed in coordinated mode to achieve vehicle progression counter clock wise around the square.
- 4. The Phase designations and Extension times in the signal phasing and timing data table were provided by the City of Edinburg. Other timings such as Minimum Green, Maximum, Yellow, All-Red, Walk, Flashing Don't Walk, & Recall were modified to accommodate the Proposed Coordinated Signal Timings and/or to comply with TMUTCD guidelines.

2. Closner Blvd and McIntyre St

Signal Phasing and Timing Data									
Street	Closner Blvd			McIntyre St			Closner Blvd		McIntyre St
Movement	SBL	NB	EBL	WB	NBL	SB	WBL	EB	
Phase	1	2	3	4	5	6	7	8	
Minimum Green		15	5	15		15		15	
Extension		3	3	3		3		3	
Maximum 1		40	15	40		40		40	
Maximum 2									
Yellow		4	4	4		4		4	
All Red		2	1.7	2		1.9		2	
Walk		7		7		7		7	
Flashing Don't Walk		20		21		20		21	
Recall		Ped	Max	Ped		Ped		Ped	
Dual Entry									
Detector Lock									



Proposed Coordinated Signal Timing Data (Split/Cycle/Offset)									
Cycle Length	Phase Split Times								Coord Phase
	1	2	3	4	5	6	7	8	
90		33	15	42		33		57	4
90		40	15	35		40		50	4

Proposed Plan/Pattern Schedule

Weekday				
Time	Sequence			
0:00	1	2	3	4
12:00				
19:00	1	6	7	8

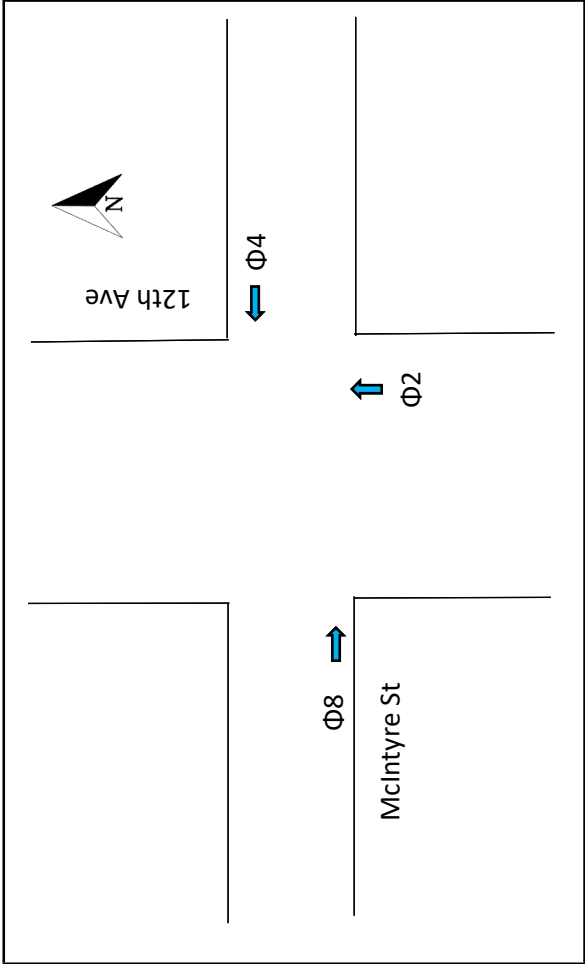
Weekend				
Time	Pattern			
0:00	1			

Notes:

1. Signals are maintained and operated by City of Edinburg.
2. Inhibit Max during coordinated operation.
3. Offsets to fine-tuned after all eight intersections are placed in coordinated mode to achieve vehicle progression counter clock wise around the square.
4. The Phase designations and Extension times in the signal phasing and timing data table were provided by the City of Edinburg. Other timings such as Minimum Green, Maximum, Yellow, All-Red, Walk, Flashing Don't Walk, & Recall were modified to accommodate the Proposed Coordinated Signal Timings and/or to comply with TMUTCD guidelines.
5. Phase 3 is protected and permissive left-turn.

3. 12th Ave and McIntyre St

Signal Phasing and Timing Data									
Street	12th Ave			McIntyre St			12th Ave		
Movement	SBL	NB	EBL	WB	NBL	SB	WBL	EB	
Phase	1	2	3	4	5	6	7	8	
Minimum Green		15		15				15	
Extension		4.5		4.5				4.5	
Maximum 1		40		40				40	
Maximum 2									
Yellow		3.3		3.3				3.3	
All Red		1.5		1.7				1.8	
Walk		7		7				7	
Flashing Don't Walk		20		22				22	
Recall		Ped		Ped				Ped	
Dual Entry									
Detector Lock									



Proposed Coordinated Signal Timing Data (Split/Cycle/Offset)									
Cycle Length	Phase Split Times								Coord Phase
	1	2	3	4	5	6	7	8	
90		55		35				35	
-									

Proposed Plan/Pattern Schedule

Weekday				Sequence			
Time	Pattern	1	2	3	4	Ring 1	
0:00	1	5	6	7	8	Ring 2	
-							
-							
Weekend							
Time	Pattern						
0:00	1						

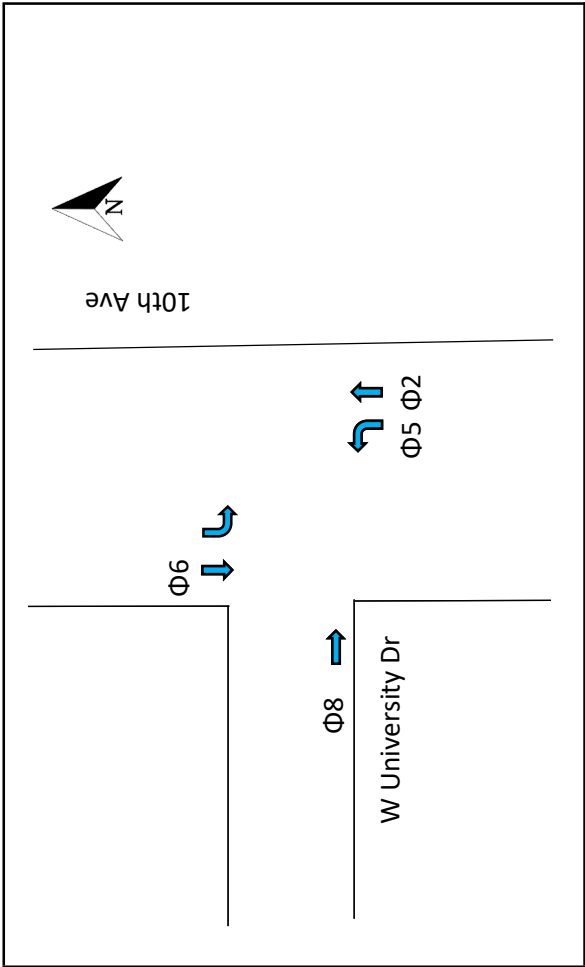
Notes:

- 1. Signals are maintained and operated by City of Edinburg.
- 2. Inhibit Max during coordinated operation.
- 3. Offsets to fine-tuned after all eight intersections are placed in coordinated mode to achieve vehicle progression counter clock wise around the square.
- 4. The Phase designations and Extension times in the signal phasing and timing data table were provided by the City of Edinburg. Other timings such as Minimum Green, Maximum, Yellow, All-Red, Walk, Flashing Don't Walk, & Recall were modified to accommodate the Proposed Coordinated Signal Timings and/or to comply with TMUTCD guidelines.

4. 10th Ave and W University Dr

Signal Phasing and Timing Data									
Street	10th Ave			W University Dr			10th Ave		
Movement	SBL	NB	EBL	WB	NBL	SB	WBL	EB	
Phase	1	2	3	4	5	6	7	8	
Minimum Green		15			5	15		15	
Extension		2.1			2.1	2.1		2.1	
Maximum 1		40			15	40		40	
Maximum 2									
Yellow		4			3.3	4		4	
All Red		2			1.6	2		2	
Walk		7				7		7	
Flashing Don't Walk		20				20		20	
Recall		Ped			Max	Ped		Ped	
Dual Entry									
Detector Lock									

*These timings assume that the NBL three-section signal head is upgraded to five-section signal head and wired to the controller to implement protected/permissive operation.



Proposed Coordinated Signal Timing Data (Split/Cycle/Offset)									
Cycle Length	Phase Split Times								Coord Phase
	1	2	3	4	5	6	7	8	
90		55			15	40		35	
-									

Proposed Plan/Pattern Schedule

Weekday				Sequence			
Time	Pattern			1	2	3	4
0:00	1			5	6	7	8
-							
-							
Weekend							
Time	Pattern						
0:00	1						

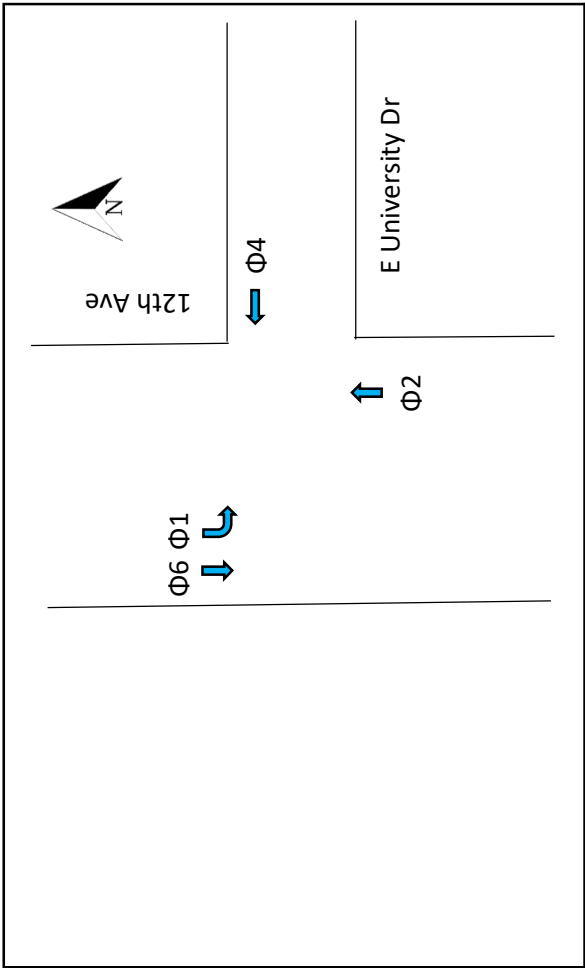
Notes:

- 1. Signals are maintained and operated by City of Edinburg.
- 2. Inhibit Max during coordinated operation.
- 3. Offsets to fine-tuned after all eight intersections are placed in coordinated mode to achieve vehicle progression counter clock wise around the square.
- 4. The Phase designations and Extension times in the signal phasing and timing data table were provided by the City of Edinburg. Other timings such as Minimum Green, Maximum, Yellow, All-Red, Walk, Flashing Don't Walk, & Recall were modified to accommodate the Proposed Coordinated Signal Timings and/or to comply with TMUTCD guidelines.
- 5. Phase 5 is protected and permissive left-turn.

5. 12th Ave and E University Dr

Signal Phasing and Timing Data									
Street	12th Ave			E University Dr			12th Ave		
Movement	SBL	NB	EBL	WB	NBL	SB	WBL	EB	
Phase	1	2	3	4	5	6	7	8	
Minimum Green	5	15		15		15			
Extension	3	3		3		3			
Maximum 1	15	40		40		40			
Maximum 2									
Yellow	3.3	4		4		4			
All Red	1.3	1.6		1.5		1.5			
Walk		7		7		7			
Flashing Don't Walk		19		21		19			
Recall	Max	Ped		Ped		Ped			
Dual Entry									
Detector Lock									

*These timings assume that the SBL three-section signal head is upgraded to five-section signal head and wired to the controller to implement protected/permissive operation.



Proposed Coordinated Signal Timing Data (Split/Cycle/Offset)									
Cycle Length	Phase Split Times								Coord Phase
	1	2	3	4	5	6	7	8	
90	15	38		37		53			
-									

Proposed Plan/Pattern Schedule

Weekday				
Time	Sequence			
0:00	1	2	3	4
-	5	6	7	8
-				

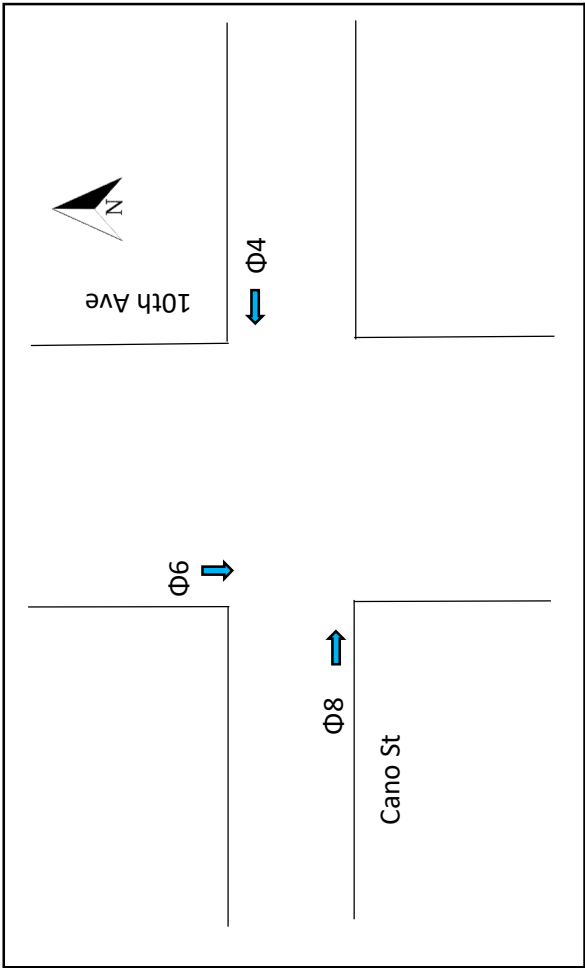
Weekend	
Time	Pattern
0:00	1

Notes:

- 1. Signals are maintained and operated by City of Edinburg.
- 2. Inhibit Max during coordinated operation.
- 3. Offsets to fine-tuned after all eight intersections are placed in coordinated mode to achieve vehicle progression counter clock wise around the square.
- 4. The Phase designations and Extension times in the signal phasing and timing data table were provided by the City of Edinburg. Other timings such as Minimum Green, Maximum, Yellow, All-Red, Walk, Flashing Don't Walk, & Recall were modified to accommodate the Proposed Coordinated Signal Timings and/or to comply with TMUTCD guidelines.
- 5. Phase 1 is protected and permissive left-turn.

6. 10th Ave and Cano St

Signal Phasing and Timing Data									
Street	10th Ave			Cano St			10th Ave		
Movement	SBL	NB	EBL	WB	NBL	SB	WBL	EB	
Phase	1	2	3	4	5	6	7	8	
Minimum Green				15		15		15	
Extension				4.5		4.5		4.5	
Maximum 1				35		40		35	
Maximum 2									
Yellow				3.3		3.3		3.3	
All Red				1.6		1.5		1.6	
Walk				7		7		7	
Flashing Don't Walk				20		21		20	
Recall				Ped		Ped		Ped	
Dual Entry									
Detector Lock									



Proposed Coordinated Signal Timing Data (Split/Cycle/Offset)									
Cycle Length	Phase Split Times								Coord Phase
	1	2	3	4	5	6	7	8	
90				34		56		34	
-									

Proposed Plan/Pattern Schedule

Weekday				
Time	Sequence			
0:00	1	2	3	4
-	5	6	7	8
-				

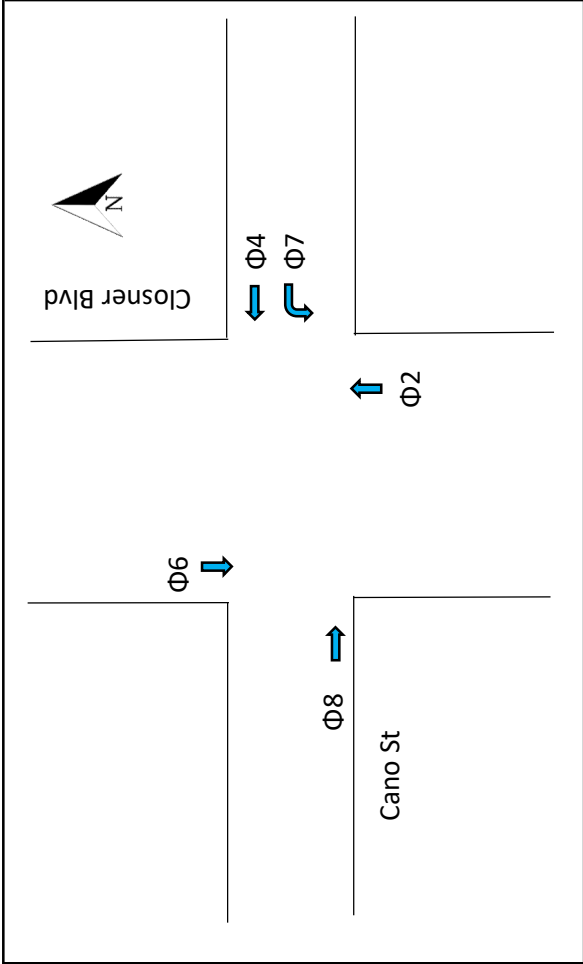
Weekend	
Time	Pattern
0:00	1

Notes:

- 1. Signals are maintained and operated by City of Edinburg.
- 2. Inhibit Max during coordinated operation.
- 3. Offsets to fine-tuned after all eight intersections are placed in coordinated mode to achieve vehicle progression counter clock wise around the square.
- 4. The Phase designations and Extension times in the signal phasing and timing data table were provided by the City of Edinburg. Other timings such as Minimum Green, Maximum, Yellow, All-Red, Walk, Flashing Don't Walk, & Recall were modified to accommodate the Proposed Coordinated Signal Timings and/or to comply with TMUTCD guidelines.

7. Closner Blvd and Cano St

Signal Phasing and Timing Data									
Street	Closner Blvd			Cano St			Closner Blvd		
Movement	SBL	NB	EBL	WB	NBL	SB	WBL	EB	
Phase	1	2	3	4	5	6	7	8	
Minimum Green		15		15		15	5	15	
Extension		4.5		4.5		3	3	4.5	
Maximum 1		35		40		35	15	40	
Maximum 2									
Yellow		4		4		3.3	3.3	4	
All Red		1.7		2		1.7	1.6	1.9	
Walk		7		7		7		7	
Flashing Don't Walk		21		21		21		21	
Recall		Ped		Ped		Ped	Max	Ped	
Dual Entry									
Detector Lock									



Proposed Coordinated Signal Timing Data (Split/Cycle/Offset)									
Cycle Length	Phase Split Times								Coord Phase
	1	2	3	4	5	6	7	8	
90		34		56		34	16	40	
-									

Proposed Plan/Pattern Schedule

Weekday				
Time	Sequence			
0:00	1	2	3	4
-	5	6	7	8
-				

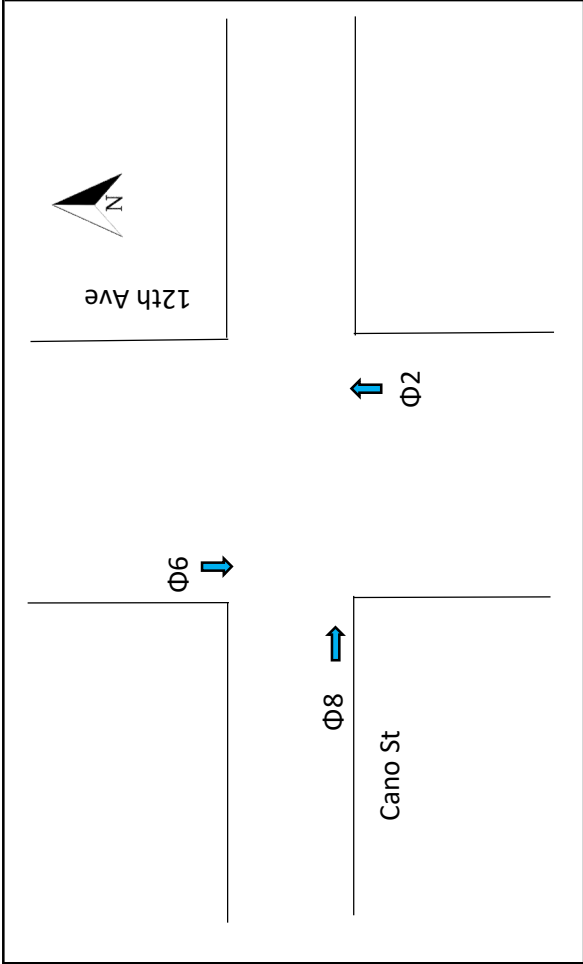
Weekend	
Time	Pattern
0:00	1

Notes:

- 1. Signals are maintained and operated by City of Edinburg.
- 2. Inhibit Max during coordinated operation.
- 3. Offsets to fine-tuned after all eight intersections are placed in coordinated mode to achieve vehicle progression counter clock wise around the square.
- 4. The Phase designations and Extension times in the signal phasing and timing data table were provided by the City of Edinburg. Other timings such as Minimum Green, Maximum, Yellow, All-Red, Walk, Flashing Don't Walk, & Recall were modified to accommodate the Proposed Coordinated Signal Timings and/or to comply with TMUTCD guidelines.
- 5. Phase 7 is protected and permissive left-turn.

8. 12th Ave and Cano St

Signal Phasing and Timing Data									
Street	12th Ave			Cano St			12th Ave		
Movement	SBL	NB	EBL	WB	NBL	SB	WBL	EB	
Phase	1	2	3	4	5	6	7	8	
Minimum Green		15				15		15	
Extension		4.5				4.5		4.5	
Maximum 1		35				35		40	
Maximum 2									
Yellow		3.3				3.3		3.3	
All Red		1.7				1.7		1.3	
Walk		7				7		7	
Flashing Don't Walk		22				22		20	
Recall		Ped				Ped		Ped	
Dual Entry									
Detector Lock									



Proposed Coordinated Signal Timing Data (Split/Cycle/Offset)									
Cycle Length	Phase Split Times								Coord Phase
	1	2	3	4	5	6	7	8	
90		35				35		55	
-									

Proposed Plan/Pattern Schedule

Weekday			
Time	Pattern	Sequence	
0:00	1	1	Ring 1
-		5	Ring 2
-			

Weekend	
Time	Pattern
0:00	1

Notes:

- 1. Signals are maintained and operated by City of Edinburg.
- 2. Inhibit Max during coordinated operation.
- 3. Offsets to fine-tuned after all eight intersections are placed in coordinated mode to achieve vehicle progression counter clock wise around the square.
- 4. The Phase designations and Extension times in the signal phasing and timing data table were provided by the City of Edinburg. Other timings such as Minimum Green, Maximum, Yellow, All-Red, Walk, Flashing Don't Walk, & Recall were modified to accommodate the Proposed Coordinated Signal Timings and/or to comply with TMUTCD guidelines.

Yellow, All-Red, and Flashing Don't Walk Calculations

Vehicular and Pedestrian Clearance Times

Hidalgo County

Intersection		10th Ave and McIntyre St				
Intersection ID		Key Map				
Detection						
Left Turn		East/West		Permissive		
Phasing		North/South		Permissive		
Posted Speed Limit (MPH)		Controller				
North	30	East	30	Type		
South	30	West	30	Conflict Monitor		
Intersection #		1		Firmware		

Formulae

$$Y = t + \frac{1.47v}{2(a + Gg)}$$

$$AR = \frac{W + L}{1.47v} - 1$$

$$FDW = \frac{P}{3.5}$$

Y: Yellow change interval (sec)
t: Perception-reaction time = 1sec
v: Posted speed limit (mph)
a: Deceleration rate = 10 ft/sec/sec
G: grade of approach
g: acceleration due to gravity = 32 ft/sec/sec

AR: Red clearance interval (sec)
W: Width of intersection, stop line to farside of no-conflict point (ft)
L: Length of vehicle = 20ft
v: Posted speed limit (mph)

FDW: Flash don't walk
P: Pedestrian crossing distance (ft)
3.5 ft/sec is the pedestrian crossing speed

Existing Vehicular and Pedestrian Clearance Intervals

Movement	SBL	NB	EBL	WB	NBL	SB	WBL	EB			
Phase	1	2	3	4	5	6	7	8			
Yellow		4		4		4					
All Red		1.4		1.4		1.4					
Walk		7		7		7					
FDW		14		9		14					

Calculated Vehicular Intervals

Movement	SBL	NB	EBL	WB	NBL	SB	WBL	EB			
Phase	1	2	3	4	5	6	7	8			
v (mph)		30		30		30					
W (ft)		95		75		95					
P (ft)		65		75		28					
Yellow		3.205		3.205		3.205					
All Red		1.608		1.154		1.608					
Walk		7		7		7					
FDW		18.57		21.43		8					

Revised Vehicular Clearance Intervals

Movement	SBL	NB	EBL	WB	NBL	SB	WBL	EB			
Phase	1	2	3	4	5	6	7	8			
Yellow		4		4		4					
All Red		1.7		1.4		1.7					
Walk		7		7		7					
FDW		19		22		8					

Notes:

1. Approach grade assumed as 0%.
2. Posted speed limit for left turn is assumed to be the speed limit.
3. Width is measure from Google Earth aerial images.
4. Pedestrian walking speed of 3.5 ft/sec is used for FDW calculations.
5. Walk interval of 7 seconds is used.
6. For approaches with no posted speed limit, 30 mph is assumed as the speed limit.
7. All red clearance interval based on NCHRP Report 731. Minimum all red clearance is 1 second.

Vehicular and Pedestrian Clearance Times

Hidalgo County

Intersection		Closner Blvd and McIntyre St				
Intersection ID		Key Map				
Detection						
Left Turn		East/West		Protected Permissive EB/Permissive WB		
Phasing		North/South		Permissive		
Posted Speed Limit (MPH)		Controller				
North	30	East	30	Type		
South	30	West	30	Conflict Monitor		
Intersection #		2		Firmware		

Formulae

$$Y = t + \frac{1.47v}{2(a + Gg)}$$

$$AR = \frac{W + L}{1.47v} - 1$$

$$FDW = \frac{P}{3.5}$$

Y: Yellow change interval (sec)
t: Perception-reaction time = 1sec
v: Posted speed limit (mph)
a: Deceleration rate = 10 ft/sec/sec
G: grade of approach
g: acceleration due to gravity = 32 ft/sec/sec

AR: Red clearance interval (sec)
W: Width of intersection, stop line to farside of no-conflict point (ft)
L: Length of vehicle = 20ft
v: Posted speed limit (mph)

FDW: Flash don't walk
P: Pedestrian crossing distance (ft)
3.5 ft/sec is the pedestrian crossing speed

Existing Vehicular and Pedestrian Clearance Intervals

Movement	SBL	NB	EBL	WB	NBL	SB	WBL	EB			
Phase	1	2	3	4	5	6	7	8			
Yellow		4	4	4		4		4			
All Red		2	1	2		1.4		2			
Walk				7		7		7			
FDW				18		18		18			

Calculated Vehicular Intervals

Movement	SBL	NB	EBL	WB	NBL	SB	WBL	EB			
Phase	1	2	3	4	5	6	7	8			
v (mph)		30	30	30		30		30			
W (ft)		104	97	106		106		106			
P (ft)		67		72		67		72			
Yellow		3.205	3.205	3.205		3.205		3.205			
All Red		1.812	1.653	1.857		1.857		1.857			
Walk		7		7		7		7			
FDW		19.14		20.57		19.14		20.57			

Revised Vehicular Clearance Intervals

Movement	SBL	NB	EBL	WB	NBL	SB	WBL	EB			
Phase	1	2	3	4	5	6	7	8			
Yellow		4	4	4		4		4			
All Red		2	1.7	2		1.9		2			
Walk		7		7		7		7			
FDW		20		21		20		21			

Notes:

1. Approach grade assumed as 0%.
2. Posted speed limit for left turn is assumed to be the speed limit.
3. Width is measure from Google Earth aerial images.
4. Pedestrian walking speed of 3.5 ft/sec is used for FDW calculations.
5. Walk interval of 7 seconds is used.
6. For approaches with no posted speed limit, 30 mph is assumed as the speed limit.
7. All red clearance interval based on NCHRP Report 731. Minimum all red clearance is 1 second.

Vehicular and Pedestrian Clearance Times

Hidalgo County

Intersection				12th Ave and McIntyre St				
Intersection ID				Key Map				
Detection								
Left Turn		East/West		Permissive				
Phasing		North/South		Permissive				
Posted Speed Limit (MPH)				Controller				
North	30	East	30	Type				
South	30	West	30	Conflict Monitor				
Intersection #				3 Firmware				

Formulae

$$Y = t + \frac{1.47v}{2(a + Gg)}$$

$$AR = \frac{W + L}{1.47v} - 1$$

$$FDW = \frac{P}{3.5}$$

Y: Yellow change interval (sec)

t: Perception-reaction time = 1sec

v: Posted speed limit (mph)

a: Deceleration rate = 10 ft/sec/sec

G: grade of approach

g: acceleration due to gravity = 32 ft/sec/sec

AR: Red clearance interval (sec)

W: Width of intersection, stop line to farside of no-conflict point (ft)

L: Length of vehicle = 20ft

v: Posted speed limit (mph)

FDW: Flash don't walk

P: Pedestrian crossing distance (ft)

3.5 ft/sec is the pedestrian crossing speed

Existing Vehicular and Pedestrian Clearance Intervals

Movement	SBL	NB	EBL	WB	NBL	SB	WBL	EB			
Phase	1	2	3	4	5	6	7	8			
Yellow		3		3				3			
All Red		1		1				1			
Walk		7		7				7			
FDW		13		14				14			

Calculated Vehicular Intervals

Movement	SBL	NB	EBL	WB	NBL	SB	WBL	EB			
Phase	1	2	3	4	5	6	7	8			
v (mph)		30		30				30			
W (ft)		89		95				100			
P (ft)		70		75				75			
Yellow		3.205		3.205				3.205			
All Red		1.472		1.608				1.721			
Walk		7		7				7			
FDW		20		21.43				21.43			

Revised Vehicular Clearance Intervals

Movement	SBL	NB	EBL	WB	NBL	SB	WBL	EB			
Phase	1	2	3	4	5	6	7	8			
Yellow		3.3		3.3				3.3			
All Red		1.5		1.7				1.8			
Walk		7		7				7			
FDW		20		22				22			

Notes:

1. Approach grade assumed as 0%.
2. Posted speed limit for left turn is assumed to be the speed limit.
3. Width is measure from Google Earth aerial images.
4. Pedestrian walking speed of 3.5 ft/sec is used for FDW calculations.
5. Walk interval of 7 seconds is used.
6. For approaches with no posted speed limit, 30 mph is assumed as the speed limit.
7. All red clearance interval based on NCHRP Report 731. Minimum all red clearance is 1 second.

Vehicular and Pedestrian Clearance Times

Hidalgo County

Intersection				10th Ave and University Dr			
Intersection ID				Key Map			
Detection							
Left Turn		East/West		Permissive			
Phasing		North/South		Permissive			
Posted Speed Limit (MPH)				Controller			
North	30	East	30	Type			
South	30	West	30	Conflict Monitor			
Intersection #				4 Firmware			

Formulae

$$Y = t + \frac{1.47v}{2(a + Gg)}$$

$$AR = \frac{W + L}{1.47v} - 1$$

$$FDW = \frac{P}{3.5}$$

Y: Yellow change interval (sec)
t: Perception-reaction time = 1sec
v: Posted speed limit (mph)
a: Deceleration rate = 10 ft/sec/sec
G: grade of approach
g: acceleration due to gravity = 32 ft/sec/sec

AR: Red clearance interval (sec)
W: Width of intersection, stop line to farside of no-conflict point (ft)
L: Length of vehicle = 20ft
v: Posted speed limit (mph)

FDW: Flash don't walk
P: Pedestrian crossing distance (ft)
3.5 ft/sec is the pedestrian crossing speed

Existing Vehicular and Pedestrian Clearance Intervals

Movement	SBL	NB	EBL	WB	NBL	SB	WBL	EB			
Phase	1	2	3	4	5	6	7	8			
Yellow		4				4		4			
All Red		2				2		2			
Walk		7				7		7			
FDW		18				18		18			

Calculated Vehicular Intervals

Movement	SBL	NB	EBL	WB	NBL	SB	WBL	EB			
Phase	1	2	3	4	5	6	7	8			
v (mph)		30			30	30		30			
W (ft)		89			94	97		85			
P (ft)		67				67		67			
Yellow		3.205			3.205	3.205		3.205			
All Red		1.472			1.585	1.653		1.381			
Walk		7				7		7			
FDW		19.14				19.14		19.14			

Revised Vehicular Clearance Intervals

Movement	SBL	NB	EBL	WB	NBL	SB	WBL	EB			
Phase	1	2	3	4	5	6	7	8			
Yellow		4			3.3	4		4			
All Red		2			1.6	2		2			
Walk		7				7		7			
FDW		20				20		20			

Notes:

- Approach grade assumed as 0%.
- Posted speed limit for left turn is assumed to be the speed limit.
- Width is measure from Google Earth aerial images.
- Pedestrian walking speed of 3.5 ft/sec is used for FDW calculations.
- Walk interval of 7 seconds is used.
- For approaches with no posted speed limit, 30 mph is assumed as the speed limit.
- All red clearance interval based on NCHRP Report 731. Minimum all red clearance is 1 second.

Vehicular and Pedestrian Clearance Times

Hidalgo County

Intersection				12th Ave and University Dr			
Intersection ID				Key Map			
Detection							
Left Turn		East/West		Permissive			
Phasing		North/South		Permissive			
Posted Speed Limit (MPH)				Controller			
North	30	East	30	Type			
South	30	West	30	Conflict Monitor			
Intersection #				5 Firmware			

Formulae

$$Y = t + \frac{1.47v}{2(a + Gg)}$$

$$AR = \frac{W + L}{1.47v} - 1$$

$$FDW = \frac{P}{3.5}$$

Y: Yellow change interval (sec)

t: Perception-reaction time = 1sec

v: Posted speed limit (mph)

a: Deceleration rate = 10 ft/sec/sec

G: grade of approach

g: acceleration due to gravity = 32 ft/sec/sec

AR: Red clearance interval (sec)

W: Width of intersection, stop line to farside of no-conflict point (ft)

L: Length of vehicle = 20ft

v: Posted speed limit (mph)

FDW: Flash don't walk

P: Pedestrian crossing distance (ft)

3.5 ft/sec is the pedestrian crossing speed

Existing Vehicular and Pedestrian Clearance Intervals

Movement	SBL	NB	EBL	WB	NBL	SB	WBL	EB			
Phase	1	2	3	4	5	6	7	8			
Yellow		4		4		4					
All Red		1		1		1					
Walk		7		7		7					
FDW		18		18		18					

Calculated Vehicular Intervals

Movement	SBL	NB	EBL	WB	NBL	SB	WBL	EB			
Phase	1	2	3	4	5	6	7	8			
v (mph)	30	30		30		30					
W (ft)	80	92		89		90					
P (ft)		65		72		65					
Yellow	3.205	3.205		3.205		3.205					
All Red	1.268	1.54		1.472		1.494					
Walk		7		7		7					
FDW		18.57		20.57		18.57					

Revised Vehicular Clearance Intervals

Movement	SBL	NB	EBL	WB	NBL	SB	WBL	EB			
Phase	1	2	3	4	5	6	7	8			
Yellow	3.3	4		4		4					
All Red	1.3	1.6		1.5		1.5					
Walk		7		7		7					
FDW		19		21		19					

Notes:

1. Approach grade assumed as 0%.
2. Posted speed limit for left turn is assumed to be the speed limit.
3. Width is measure from Google Earth aerial images.
4. Pedestrian walking speed of 3.5 ft/sec is used for FDW calculations.
5. Walk interval of 7 seconds is used.
6. For approaches with no posted speed limit, 30 mph is assumed as the speed limit.
7. All red clearance interval based on NCHRP Report 731. Minimum all red clearance is 1 second.

Vehicular and Pedestrian Clearance Times

Hidalgo County

Intersection				10th Ave and Cano St				
Intersection ID				Key Map				
Detection								
Left Turn		East/West		Permissive				
Phasing		North/South		Permissive				
Posted Speed Limit (MPH)				Controller				
North	30	East	30	Type				
South	30	West	30	Conflict Monitor				
Intersection #				6 Firmware				

Formulae

$$Y = t + \frac{1.47v}{2(a + Gg)}$$

$$AR = \frac{W + L}{1.47v} - 1$$

$$FDW = \frac{P}{3.5}$$

Y: Yellow change interval (sec)
t: Perception-reaction time = 1sec
v: Posted speed limit (mph)
a: Deceleration rate = 10 ft/sec/sec
G: grade of approach
g: acceleration due to gravity = 32 ft/sec/sec

AR: Red clearance interval (sec)
W: Width of intersection, stop line to farside of no-conflict point (ft)
L: Length of vehicle = 20ft
v: Posted speed limit (mph)

FDW: Flash don't walk
P: Pedestrian crossing distance (ft)
3.5 ft/sec is the pedestrian crossing speed

Existing Vehicular and Pedestrian Clearance Intervals

Movement	SBL	NB	EBL	WB	NBL	SB	WBL	EB			
Phase	1	2	3	4	5	6	7	8			
Yellow				3		3		3			
All Red				1		1		1			
Walk				7		7		7			
FDW				9		9		14			

Calculated Vehicular Intervals

Movement	SBL	NB	EBL	WB	NBL	SB	WBL	EB			
Phase	1	2	3	4	5	6	7	8			
v (mph)				30		30		30			
W (ft)				92		87		92			
P (ft)				70		73		70			
Yellow				3.205		3.205		3.205			
All Red				1.54		1.426		1.54			
Walk				7		7		7			
FDW				20		20.86		20			

Revised Vehicular Clearance Intervals

Movement	SBL	NB	EBL	WB	NBL	SB	WBL	EB			
Phase	1	2	3	4	5	6	7	8			
Yellow				3.3		3.3		3.3			
All Red				1.6		1.5		1.6			
Walk				7		7		7			
FDW				20		21		20			

Notes:

1. Approach grade assumed as 0%.
2. Posted speed limit for left turn is assumed to be the speed limit.
3. Width is measure from Google Earth aerial images.
4. Pedestrian walking speed of 3.5 ft/sec is used for FDW calculations.
5. Walk interval of 7 seconds is used.
6. For approaches with no posted speed limit, 30 mph is assumed as the speed limit.
7. All red clearance interval based on NCHRP Report 731. Minimum all red clearance is 1 second.

Vehicular and Pedestrian Clearance Times

Hidalgo County

Intersection				Closner Blvd and Cano St				
Intersection ID				Key Map				
Detection								
Left Turn		East/West		Permissive EB/Protected Permissive WB				
Phasing		North/South		Permissive				
Posted Speed Limit (MPH)				Controller				
North	30	East	30	Type				
South	30	West	30	Conflict Monitor				
Intersection #				7	Firmware			

Formulae

$$Y = t + \frac{1.47v}{2(a + Gg)}$$

$$AR = \frac{W + L}{1.47v} - 1$$

$$FDW = \frac{P}{3.5}$$

Y: Yellow change interval (sec)
t: Perception-reaction time = 1sec
v: Posted speed limit (mph)
a: Deceleration rate = 10 ft/sec/sec
G: grade of approach
g: acceleration due to gravity = 32 ft/sec/sec

AR: Red clearance interval (sec)
W: Width of intersection, stop line to farside of no-conflict point (ft)
L: Length of vehicle = 20ft
v: Posted speed limit (mph)

FDW: Flash don't walk
P: Pedestrian crossing distance (ft)
3.5 ft/sec is the pedestrian crossing speed

Existing Vehicular and Pedestrian Clearance Intervals

Movement	SBL	NB	EBL	WB	NBL	SB	WBL	EB			
Phase	1	2	3	4	5	6	7	8			
Yellow		4		4			3	4			
All Red		1.3		1.3			0.5	1.3			
Walk		7		7				7			
FDW		18		18				18			

Calculated Vehicular Intervals

Movement	SBL	NB	EBL	WB	NBL	SB	WBL	EB			
Phase	1	2	3	4	5	6	7	8			
v (mph)		30		30		30	30	30			
W (ft)		98		112		98	92	105			
P (ft)		71		71		71		71			
Yellow		3.205		3.205		3.205	3.205	3.205			
All Red		1.676		1.993		1.676	1.54	1.834			
Walk		7		7		7		7			
FDW		20.29		20.29		20.29		20.29			

Revised Vehicular Clearance Intervals

Movement	SBL	NB	EBL	WB	NBL	SB	WBL	EB			
Phase	1	2	3	4	5	6	7	8			
Yellow		4		4		3.3	3.3	4			
All Red		1.7		2		1.7	1.6	1.9			
Walk		7		7		7		7			
FDW		21		21		21		21			

Notes:

1. Approach grade assumed as 0%.
2. Posted speed limit for left turn is assumed to be the speed limit.
3. Width is measure from Google Earth aerial images.
4. Pedestrian walking speed of 3.5 ft/sec is used for FDW calculations.
5. Walk interval of 7 seconds is used.
6. For approaches with no posted speed limit, 30 mph is assumed as the speed limit.
7. All red clearance interval based on NCHRP Report 731. Minimum all red clearance is 1 second.

Vehicular and Pedestrian Clearance Times

Hidalgo County

Intersection				12th Ave and Cano St			
Intersection ID				Key Map			
Detection							
Left Turn		East/West		Permissive			
Phasing		North/South		Permissive			
Posted Speed Limit (MPH)				Controller			
North	30	East	30	Type			
South	30	West	30	Conflict Monitor			
Intersection #				8 Firmware			

Formulae

$$Y = t + \frac{1.47v}{2(a + Gg)}$$

$$AR = \frac{W + L}{1.47v} - 1$$

$$FDW = \frac{P}{3.5}$$

Y: Yellow change interval (sec)
t: Perception-reaction time = 1sec
v: Posted speed limit (mph)
a: Deceleration rate = 10 ft/sec/sec
G: grade of approach
g: acceleration due to gravity = 32 ft/sec/sec

AR: Red clearance interval (sec)
W: Width of intersection, stop line to farside of no-conflict point (ft)
L: Length of vehicle = 20ft
v: Posted speed limit (mph)

FDW: Flash don't walk
P: Pedestrian crossing distance (ft)
3.5 ft/sec is the pedestrian crossing speed

Existing Vehicular and Pedestrian Clearance Intervals

Movement	SBL	NB	EBL	WB	NBL	SB	WBL	EB			
Phase	1	2	3	4	5	6	7	8			
Yellow		3				3		3			
All Red		1				1		1			
Walk		7				7		7			
FDW		14				9		9			

Calculated Vehicular Intervals

Movement	SBL	NB	EBL	WB	NBL	SB	WBL	EB			
Phase	1	2	3	4	5	6	7	8			
v (mph)		30				30		30			
W (ft)		95				95		80			
P (ft)		75				75		70			
Yellow		3.205				3.205		3.205			
All Red		1.608				1.608		1.268			
Walk		7				7		7			
FDW		21.43				21.43		20			

Revised Vehicular Clearance Intervals

Movement	SBL	NB	EBL	WB	NBL	SB	WBL	EB			
Phase	1	2	3	4	5	6	7	8			
Yellow		3.3				3.3		3.3			
All Red		1.7				1.7		1.3			
Walk		7				7		7			
FDW		22				22		20			

Notes:

1. Approach grade assumed as 0%.
2. Posted speed limit for left turn is assumed to be the speed limit.
3. Width is measure from Google Earth aerial images.
4. Pedestrian walking speed of 3.5 ft/sec is used for FDW calculations.
5. Walk interval of 7 seconds is used.
6. For approaches with no posted speed limit, 30 mph is assumed as the speed limit.
7. All red clearance interval based on NCHRP Report 731. Minimum all red clearance is 1 second.

Synchro Reports

Timings
1: N 10th Ave & W McIntyre St

Year 2023 Hidalgo County Courthouse Square
Timing Plan: AM Peak Hour

							
Lane Group	EBR	WBL	WBT	NBT	NBR	SBL	SBT
Lane Configurations							
Traffic Volume (vph)	8	533	0	70	346	3	22
Future Volume (vph)	8	533	0	70	346	3	22
Turn Type	Perm	Perm	NA	NA	Perm	Perm	NA
Protected Phases			4	2			6
Permitted Phases	2 4 6	4			2	6	
Detector Phase	2 4 6	4	4	2	2	6	6
Switch Phase							
Minimum Initial (s)		15.0	15.0	15.0	15.0	15.0	15.0
Minimum Split (s)		34.4	34.4	31.7	31.7	31.7	31.7
Total Split (s)		56.0	56.0	34.0	34.0	34.0	34.0
Total Split (%)		62.2%	62.2%	37.8%	37.8%	37.8%	37.8%
Yellow Time (s)		4.0	4.0	4.0	4.0	4.0	4.0
All-Red Time (s)		1.4	1.4	1.7	1.7	1.7	1.7
Lost Time Adjust (s)		0.0	0.0	0.0	0.0	0.0	0.0
Total Lost Time (s)		5.4	5.4	5.7	5.7	5.7	5.7
Lead/Lag							
Lead-Lag Optimize?							
Recall Mode		C-Max	C-Max	Ped	Ped	Ped	Ped
Act Effect Green (s)	90.0	52.4	52.4	26.5	26.5	26.5	26.5
Actuated g/C Ratio	1.00	0.58	0.58	0.29	0.29	0.29	0.29
v/c Ratio	0.01	0.32	0.37	0.49	0.40	0.02	0.05
Control Delay	0.0	5.3	5.0	8.9	2.7	22.3	22.9
Queue Delay	0.0	0.5	0.5	0.0	0.0	0.0	0.0
Total Delay	0.0	5.8	5.5	8.9	2.7	22.3	22.9
LOS	A	A	A	A	A	C	C
Approach Delay			5.7	5.9			22.8
Approach LOS			A	A			C

Intersection Summary

Cycle Length: 90

Actuated Cycle Length: 90

Offset: 85 (94%), Referenced to phase 4:WBTL, Start of Green

Natural Cycle: 70

Control Type: Actuated-Coordinated

Maximum v/c Ratio: 0.49

Intersection Signal Delay: 6.2

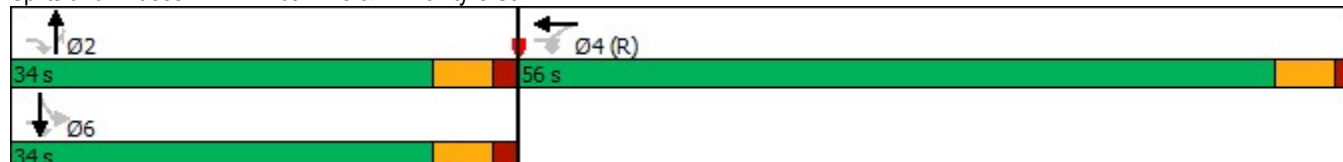
Intersection LOS: A

Intersection Capacity Utilization 54.9%

ICU Level of Service A

Analysis Period (min) 15

Splits and Phases: 1: N 10th Ave & W McIntyre St



Timings

2: W McIntyre St/E McIntyre St & N Closner Blvd

Year 2023 Hidalgo County Courthouse Square

Timing Plan: AM Peak Hour



Lane Group	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT	SBR
Lane Configurations	↰	↰↱	↰	↰↱	↰	↰↱	↰	↱	↰
Traffic Volume (vph)	220	127	40	398	20	100	143	100	173
Future Volume (vph)	220	127	40	398	20	100	143	100	173
Turn Type	pm+pt	NA	Perm	NA	Perm	NA	Perm	NA	Perm
Protected Phases	3	8		4		2		6	
Permitted Phases	8		4		2		6		6
Detector Phase	3	8	4	4	2	2	6	6	6
Switch Phase									
Minimum Initial (s)	5.0	15.0	15.0	15.0	15.0	15.0	15.0	15.0	15.0
Minimum Split (s)	10.7	36.0	34.0	34.0	33.0	33.0	32.9	32.9	32.9
Total Split (s)	15.0	57.0	42.0	42.0	33.0	33.0	33.0	33.0	33.0
Total Split (%)	16.7%	63.3%	46.7%	46.7%	36.7%	36.7%	36.7%	36.7%	36.7%
Yellow Time (s)	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0
All-Red Time (s)	1.7	2.0	2.0	2.0	2.0	2.0	1.9	1.9	1.9
Lost Time Adjust (s)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Lost Time (s)	5.7	6.0	6.0	6.0	6.0	6.0	5.9	5.9	5.9
Lead/Lag	Lead		Lag	Lag					
Lead-Lag Optimize?	Yes		Yes	Yes					
Recall Mode	Max	Ped	C-Max	C-Max	Ped	Ped	Ped	Ped	Ped
Act Effect Green (s)	51.3	51.0	36.0	36.0	27.0	27.0	27.1	27.1	27.1
Actuated g/C Ratio	0.57	0.57	0.40	0.40	0.30	0.30	0.30	0.30	0.30
v/c Ratio	0.73	0.12	0.09	0.57	0.08	0.57	0.60	0.78	0.32
Control Delay	24.4	1.5	14.8	17.7	23.7	28.3	36.3	47.1	5.2
Queue Delay	0.0	0.0	0.0	0.3	0.0	0.0	0.0	0.0	0.0
Total Delay	24.4	1.5	14.8	18.0	23.7	28.3	36.3	47.1	5.2
LOS	C	A	B	B	C	C	D	D	A
Approach Delay		14.1		17.8		28.0		31.1	
Approach LOS		B		B		C		C	

Intersection Summary

Cycle Length: 90

Actuated Cycle Length: 90

Offset: 70 (78%), Referenced to phase 4:WBTL, Start of Green

Natural Cycle: 80

Control Type: Actuated-Coordinated

Maximum v/c Ratio: 0.78

Intersection Signal Delay: 22.2

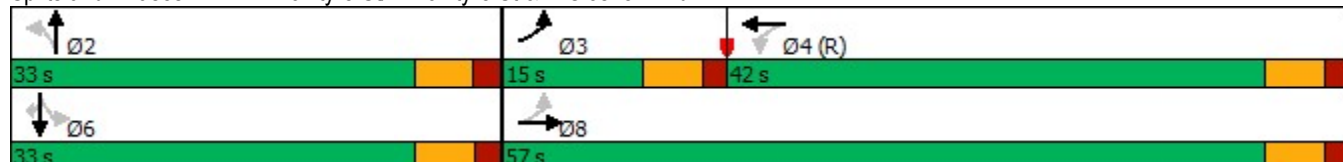
Intersection LOS: C

Intersection Capacity Utilization 75.2%

ICU Level of Service D

Analysis Period (min) 15

Splits and Phases: 2: W McIntyre St/E McIntyre St & N Closner Blvd

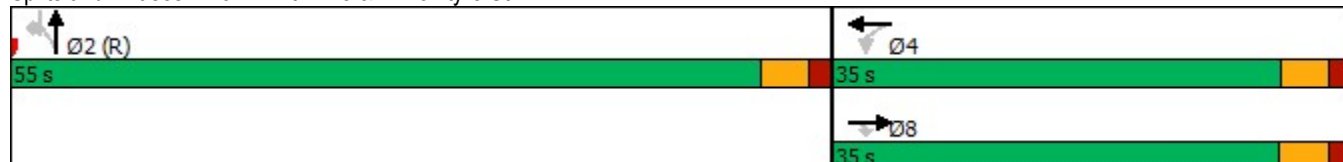


Timings
3: N 12th Ave & E McIntyre St

Year 2023 Hidalgo County Courthouse Square
Timing Plan: AM Peak Hour

	→	↘	↙	←	↖	↑	↗
Lane Group	EBT	EBR	WBL	WBT	NBL	NBT	SBR
Lane Configurations	↰	↰	↰	↰	↰	↕	↰
Traffic Volume (vph)	66	208	29	122	482	92	24
Future Volume (vph)	66	208	29	122	482	92	24
Turn Type	NA	Perm	Perm	NA	Perm	NA	Perm
Protected Phases	8			4		2	
Permitted Phases		8	4		2		2
Detector Phase	8	8	4	4	2	2	2
Switch Phase							
Minimum Initial (s)	12.0	12.0	15.0	15.0	15.0	15.0	15.0
Minimum Split (s)	34.1	34.1	34.0	34.0	31.8	31.8	31.8
Total Split (s)	35.0	35.0	35.0	35.0	55.0	55.0	55.0
Total Split (%)	38.9%	38.9%	38.9%	38.9%	61.1%	61.1%	61.1%
Yellow Time (s)	3.3	3.3	3.3	3.3	3.3	3.3	3.3
All-Red Time (s)	1.8	1.8	1.7	1.7	1.5	1.5	1.5
Lost Time Adjust (s)	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Lost Time (s)	5.1	5.1	5.0	5.0	4.8	4.8	4.8
Lead/Lag							
Lead-Lag Optimize?							
Recall Mode	Ped	Ped	Ped	Ped	C-Max	C-Max	C-Max
Act Effct Green (s)	29.0	29.0	29.1	29.1	51.1	51.1	51.1
Actuated g/C Ratio	0.32	0.32	0.32	0.32	0.57	0.57	0.57
v/c Ratio	0.27	0.25	0.10	0.38	0.35	0.41	0.04
Control Delay	10.1	4.2	22.3	24.4	13.6	14.5	0.0
Queue Delay	0.0	0.0	0.0	0.0	0.9	0.9	0.0
Total Delay	10.1	4.2	22.3	24.4	14.5	15.5	0.0
LOS	B	A	C	C	B	B	A
Approach Delay	7.2			24.1		15.0	
Approach LOS	A			C		B	
Intersection Summary							
Cycle Length: 90							
Actuated Cycle Length: 90							
Offset: 55 (61%), Referenced to phase 2:NBT, Start of Green							
Natural Cycle: 70							
Control Type: Actuated-Coordinated							
Maximum v/c Ratio: 0.41							
Intersection Signal Delay: 14.6				Intersection LOS: B			
Intersection Capacity Utilization 53.6%				ICU Level of Service A			
Analysis Period (min) 15							

Splits and Phases: 3: N 12th Ave & E McIntyre St



Timings
4: S 10th Ave/N 10th Ave & W University Dr

Year 2023 Hidalgo County Courthouse Square
Timing Plan: AM Peak Hour

							
Lane Group	EBL	EBR	NBU	NBL	NBT	SBU	SBT
Lane Configurations							
Traffic Volume (vph)	337	347	2	131	78	2	125
Future Volume (vph)	337	347	2	131	78	2	125
Turn Type	Prot	Prot	pm+pt	pm+pt	NA	Perm	NA
Protected Phases	8	8	5	5	2		6
Permitted Phases			2	2		6	
Detector Phase	8	8	5	5	2	6	6
Switch Phase							
Minimum Initial (s)	10.0	10.0	5.0	5.0	15.0	15.0	15.0
Minimum Split (s)	33.0	33.0	12.9	12.9	33.0	33.0	33.0
Total Split (s)	35.0	35.0	15.0	15.0	55.0	40.0	40.0
Total Split (%)	38.9%	38.9%	16.7%	16.7%	61.1%	44.4%	44.4%
Yellow Time (s)	4.0	4.0	3.3	3.3	4.0	4.0	4.0
All-Red Time (s)	2.0	2.0	1.6	1.6	2.0	2.0	2.0
Lost Time Adjust (s)	0.0	0.0		0.0	0.0		0.0
Total Lost Time (s)	6.0	6.0		4.9	6.0		6.0
Lead/Lag			Lead	Lead		Lag	Lag
Lead-Lag Optimize?			Yes	Yes		Yes	Yes
Recall Mode	Ped	Ped	Max	Max	Ped	C-Max	C-Max
Act Effect Green (s)	28.0	28.0		51.1	50.0		34.0
Actuated g/C Ratio	0.31	0.31		0.57	0.56		0.38
v/c Ratio	0.72	0.82		0.44	0.05		0.53
Control Delay	36.1	43.9		24.3	19.9		2.1
Queue Delay	0.0	0.0		0.0	0.0		0.1
Total Delay	36.1	43.9		24.3	19.9		2.3
LOS	D	D		C	B		A
Approach Delay	40.1				22.7		2.3
Approach LOS	D				C		A

Intersection Summary

Cycle Length: 90

Actuated Cycle Length: 90

Offset: 0 (0%), Referenced to phase 6:SBTU, Start of Green, Master Intersection

Natural Cycle: 80

Control Type: Actuated-Coordinated

Maximum v/c Ratio: 0.82

Intersection Signal Delay: 21.8

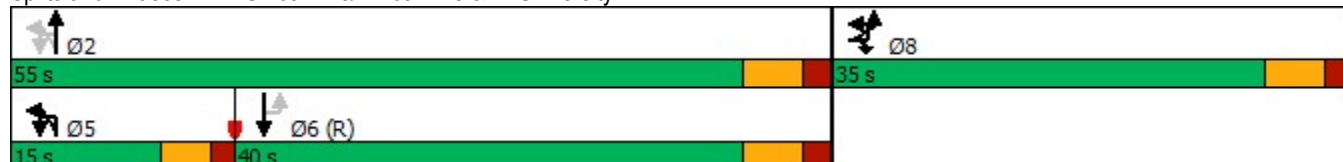
Intersection LOS: C

Intersection Capacity Utilization 66.6%

ICU Level of Service C

Analysis Period (min) 15

Splits and Phases: 4: S 10th Ave/N 10th Ave & W University Dr



Timings
5: S 12th Ave/N 12th Ave & E University Dr

Year 2023 Hidalgo County Courthouse Square
Timing Plan: AM Peak Hour

	↖	↗	↑	↘	↓
Lane Group	WBL	WBR	NBT	SBL	SBT
Lane Configurations	↖	↗	↑↑	↘	↓↓
Traffic Volume (vph)	378	447	148	103	135
Future Volume (vph)	378	447	148	103	135
Turn Type	Prot	Perm	NA	pm+pt	NA
Protected Phases	4		2	1	6
Permitted Phases		4		6	
Detector Phase	4	4	2	1	6
Switch Phase					
Minimum Initial (s)	15.0	15.0	15.0	5.0	15.0
Minimum Split (s)	33.5	33.5	31.6	12.6	31.5
Total Split (s)	37.0	37.0	38.0	15.0	53.0
Total Split (%)	41.1%	41.1%	42.2%	16.7%	58.9%
Yellow Time (s)	4.0	4.0	4.0	3.3	4.0
All-Red Time (s)	1.5	1.5	1.6	1.3	1.5
Lost Time Adjust (s)	0.0	0.0	0.0	0.0	0.0
Total Lost Time (s)	5.5	5.5	5.6	4.6	5.5
Lead/Lag			Lag	Lead	
Lead-Lag Optimize?			Yes	Yes	
Recall Mode	C-Max	C-Max	Ped	Max	Ped
Act Effect Green (s)	37.9	37.9	26.0	42.0	41.1
Actuated g/C Ratio	0.42	0.42	0.29	0.47	0.46
v/c Ratio	0.64	0.53	0.40	0.36	0.11
Control Delay	25.3	3.9	6.0	26.7	23.4
Queue Delay	0.0	0.0	0.0	0.0	0.0
Total Delay	25.3	3.9	6.0	26.7	23.4
LOS	C	A	A	C	C
Approach Delay	14.3		6.0		25.0
Approach LOS	B		A		C

Intersection Summary

Cycle Length: 90

Actuated Cycle Length: 90

Offset: 40 (44%), Referenced to phase 4:WBL, Start of Green

Natural Cycle: 80

Control Type: Actuated-Coordinated

Maximum v/c Ratio: 0.64

Intersection Signal Delay: 14.3

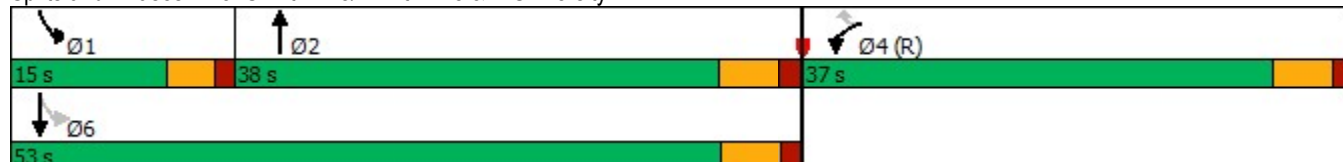
Intersection LOS: B

Intersection Capacity Utilization 52.2%

ICU Level of Service A

Analysis Period (min) 15

Splits and Phases: 5: S 12th Ave/N 12th Ave & E University Dr



Timings
6: S 10th Ave & W Cano St

Year 2023 Hidalgo County Courthouse Square

Timing Plan: AM Peak Hour

							
Lane Group	EBL	EBT	WBT	WBR	NBR	SBL	SBT
Lane Configurations							
Traffic Volume (vph)	14	85	135	195	22	357	100
Future Volume (vph)	14	85	135	195	22	357	100
Turn Type	Perm	NA	NA	Perm	Perm	Perm	NA
Protected Phases		8	4				6
Permitted Phases	8			4	4 6 8	6	
Detector Phase	8	8	4	4	4 6 8	6	6
Switch Phase							
Minimum Initial (s)	15.0	15.0	15.0	15.0		15.0	15.0
Minimum Split (s)	31.9	31.9	31.9	31.9		32.8	32.8
Total Split (s)	34.0	34.0	34.0	34.0		56.0	56.0
Total Split (%)	37.8%	37.8%	37.8%	37.8%		62.2%	62.2%
Yellow Time (s)	3.3	3.3	3.3	3.3		3.3	3.3
All-Red Time (s)	1.6	1.6	1.6	1.6		1.5	1.5
Lost Time Adjust (s)	0.0	0.0	0.0	0.0		0.0	0.0
Total Lost Time (s)	4.9	4.9	4.9	4.9		4.8	4.8
Lead/Lag							
Lead-Lag Optimize?							
Recall Mode	Ped	Ped	Ped	Ped		C-Max	C-Max
Act Effct Green (s)	27.1	27.1	27.1	27.1	90.0	53.2	53.2
Actuated g/C Ratio	0.30	0.30	0.30	0.30	1.00	0.59	0.59
v/c Ratio	0.07	0.26	0.43	0.33	0.04	0.28	0.32
Control Delay	23.1	22.1	30.8	12.8	0.0	7.7	8.0
Queue Delay	0.0	0.0	0.0	0.0	0.0	1.1	1.0
Total Delay	23.1	22.1	30.8	12.8	0.0	8.9	9.0
LOS	C	C	C	B	A	A	A
Approach Delay		22.3	22.4				8.9
Approach LOS		C	C				A
Intersection Summary							
Cycle Length: 90							
Actuated Cycle Length: 90							
Offset: 60 (67%), Referenced to phase 6:SBTL, Start of Green							
Natural Cycle: 65							
Control Type: Actuated-Coordinated							
Maximum v/c Ratio: 0.43							
Intersection Signal Delay: 14.9				Intersection LOS: B			
Intersection Capacity Utilization 50.2%				ICU Level of Service A			
Analysis Period (min) 15							

Splits and Phases: 6: S 10th Ave & W Cano St



Timings

7: S Closner Blvd & W Cano St/E Cano St

Year 2023 Hidalgo County Courthouse Square

Timing Plan: AM Peak Hour

	→	↖	←	↙	↑	↗	↘	↓
Lane Group	EBT	WBL	WBT	NBL	NBT	NBR	SBL	SBT
Lane Configurations	↑↑	↖	↑↑	↙	↔	↗	↘	↘
Traffic Volume (vph)	272	192	197	133	0	133	10	10
Future Volume (vph)	272	192	197	133	0	133	10	10
Turn Type	NA	pm+pt	NA	Perm	NA	Perm	Perm	NA
Protected Phases	8	7	4		2			6
Permitted Phases		4		2		2	6	
Detector Phase	8	7	4	2	2	2	6	6
Switch Phase								
Minimum Initial (s)	15.0	5.0	15.0	15.0	15.0	15.0	15.0	15.0
Minimum Split (s)	33.9	12.9	34.0	33.7	33.7	33.7	33.0	33.0
Total Split (s)	40.0	16.0	56.0	34.0	34.0	34.0	34.0	34.0
Total Split (%)	44.4%	17.8%	62.2%	37.8%	37.8%	37.8%	37.8%	37.8%
Yellow Time (s)	4.0	3.3	4.0	4.0	4.0	4.0	3.3	3.3
All-Red Time (s)	1.9	1.6	2.0	1.7	1.7	1.7	1.7	1.7
Lost Time Adjust (s)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Lost Time (s)	5.9	4.9	6.0	5.7	5.7	5.7	5.0	5.0
Lead/Lag	Lag	Lead						
Lead-Lag Optimize?	Yes	Yes						
Recall Mode	C-Max	Max	Ped	Ped	Ped	Ped	Ped	Ped
Act Effect Green (s)	34.1	51.4	50.3	28.0	28.0	28.0	28.7	28.7
Actuated g/C Ratio	0.38	0.57	0.56	0.31	0.31	0.31	0.32	0.32
v/c Ratio	0.40	0.44	0.14	0.28	0.23	0.19	0.05	0.04
Control Delay	5.6	6.4	4.2	25.7	7.8	5.9	22.3	14.8
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay	5.6	6.4	4.2	25.7	7.8	5.9	22.3	14.8
LOS	A	A	A	C	A	A	C	B
Approach Delay	5.6		5.2		13.3			17.3
Approach LOS	A		A		B			B

Intersection Summary

Cycle Length: 90

Actuated Cycle Length: 90

Offset: 70 (78%), Referenced to phase 8:EBT, Start of Green

Natural Cycle: 85

Control Type: Actuated-Coordinated

Maximum v/c Ratio: 0.44

Intersection Signal Delay: 7.5

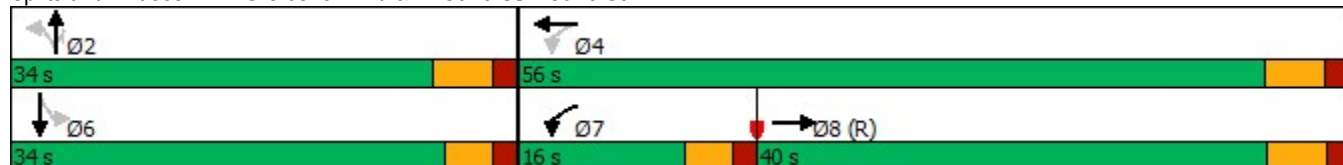
Intersection LOS: A

Intersection Capacity Utilization 52.5%

ICU Level of Service A

Analysis Period (min) 15

Splits and Phases: 7: S Closner Blvd & W Cano St/E Cano St

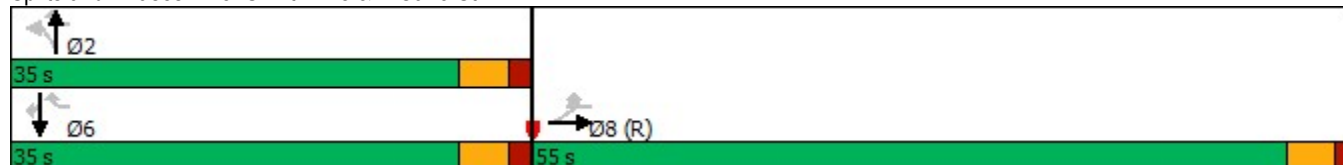


Timings
8: S 12th Ave & E Cano St

Year 2023 Hidalgo County Courthouse Square
Timing Plan: AM Peak Hour

							
Lane Group	EBL	EBT	WBR	NBL	NBT	SBT	SBR
Lane Configurations							
Traffic Volume (vph)	249	149	40	18	51	110	371
Future Volume (vph)	249	149	40	18	51	110	371
Turn Type	Perm	NA	Perm	Perm	NA	NA	Perm
Protected Phases		8			2	6	
Permitted Phases	8		2 6 8	2			6
Detector Phase	8	8	2 6 8	2	2	6	6
Switch Phase							
Minimum Initial (s)	15.0	15.0		15.0	15.0	15.0	15.0
Minimum Split (s)	31.6	31.6		34.0	34.0	34.0	34.0
Total Split (s)	55.0	55.0		35.0	35.0	35.0	35.0
Total Split (%)	61.1%	61.1%		38.9%	38.9%	38.9%	38.9%
Yellow Time (s)	3.3	3.3		3.3	3.3	3.3	3.3
All-Red Time (s)	1.3	1.3		1.7	1.7	1.7	1.7
Lost Time Adjust (s)	0.0	0.0		0.0	0.0	0.0	0.0
Total Lost Time (s)	4.6	4.6		5.0	5.0	5.0	5.0
Lead/Lag							
Lead-Lag Optimize?							
Recall Mode	C-Max	C-Max		Ped	Ped	Ped	Ped
Act Effct Green (s)	51.2	51.2	90.0	29.2	29.2	29.2	29.2
Actuated g/C Ratio	0.57	0.57	1.00	0.32	0.32	0.32	0.32
v/c Ratio	0.24	0.28	0.04	0.17	0.14	0.54	0.43
Control Delay	6.1	6.5	0.1	24.0	19.4	12.8	3.8
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.3	0.2
Total Delay	6.1	6.5	0.1	24.0	19.4	13.1	3.9
LOS	A	A	A	C	B	B	A
Approach Delay		6.3			20.9	8.7	
Approach LOS		A			C	A	
Intersection Summary							
Cycle Length: 90							
Actuated Cycle Length: 90							
Offset: 80 (89%), Referenced to phase 8:EBTL, Start of Green							
Natural Cycle: 70							
Control Type: Actuated-Coordinated							
Maximum v/c Ratio: 0.54							
Intersection Signal Delay: 8.6				Intersection LOS: A			
Intersection Capacity Utilization 49.7%				ICU Level of Service A			
Analysis Period (min) 15							

Splits and Phases: 8: S 12th Ave & E Cano St

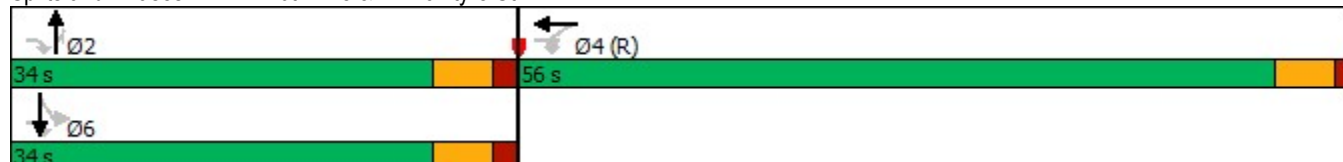


Timings
1: N 10th Ave & W McIntyre St

Year 2023 Hidalgo County Courthouse Square
Timing Plan: PM Peak Hour

							
Lane Group	EBR	WBL	WBT	NBT	NBR	SBL	SBT
Lane Configurations							
Traffic Volume (vph)	16	719	0	65	391	64	67
Future Volume (vph)	16	719	0	65	391	64	67
Turn Type	Perm	Perm	NA	NA	Perm	Perm	NA
Protected Phases			4	2			6
Permitted Phases	2 4 6	4			2	6	
Detector Phase	2 4 6	4	4	2	2	6	6
Switch Phase							
Minimum Initial (s)		15.0	15.0	15.0	15.0	15.0	15.0
Minimum Split (s)		34.4	34.4	31.7	31.7	31.7	31.7
Total Split (s)		56.0	56.0	34.0	34.0	34.0	34.0
Total Split (%)		62.2%	62.2%	37.8%	37.8%	37.8%	37.8%
Yellow Time (s)		4.0	4.0	4.0	4.0	4.0	4.0
All-Red Time (s)		1.4	1.4	1.7	1.7	1.7	1.7
Lost Time Adjust (s)		0.0	0.0	0.0	0.0	0.0	0.0
Total Lost Time (s)		5.4	5.4	5.7	5.7	5.7	5.7
Lead/Lag							
Lead-Lag Optimize?							
Recall Mode		C-Max	C-Max	Ped	Ped	Ped	Ped
Act Effct Green (s)	90.0	52.4	52.4	26.5	26.5	26.5	26.5
Actuated g/C Ratio	1.00	0.58	0.58	0.29	0.29	0.29	0.29
v/c Ratio	0.02	0.43	0.49	0.54	0.43	0.55	0.23
Control Delay	0.0	8.4	8.8	9.5	2.9	37.2	25.2
Queue Delay	0.0	1.0	0.8	0.0	0.0	0.0	0.0
Total Delay	0.0	9.4	9.6	9.5	2.9	37.2	25.2
LOS	A	A	A	A	A	D	C
Approach Delay			9.5	6.3			31.3
Approach LOS			A	A			C
Intersection Summary							
Cycle Length: 90							
Actuated Cycle Length: 90							
Offset: 85 (94%), Referenced to phase 4:WBTL, Start of Green							
Natural Cycle: 70							
Control Type: Actuated-Coordinated							
Maximum v/c Ratio: 0.55							
Intersection Signal Delay: 11.4				Intersection LOS: B			
Intersection Capacity Utilization 59.6%				ICU Level of Service B			
Analysis Period (min) 15							

Splits and Phases: 1: N 10th Ave & W McIntyre St



Timings

Year 2023 Hidalgo County Courthouse Square

2: W McIntyre St/E McIntyre St & N Closner Blvd

Timing Plan: PM Peak Hour



Lane Group	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT	SBR
Lane Configurations	↰	↰↱	↰	↰↱	↰	↰↱	↰	↱	↰↱
Traffic Volume (vph)	212	242	100	457	20	100	241	100	285
Future Volume (vph)	212	242	100	457	20	100	241	100	285
Turn Type	pm+pt	NA	Perm	NA	Perm	NA	Perm	NA	Perm
Protected Phases	3	8		4		2		6	
Permitted Phases	8		4		2		6		6
Detector Phase	3	8	4	4	2	2	6	6	6
Switch Phase									
Minimum Initial (s)	5.0	15.0	15.0	15.0	15.0	15.0	15.0	15.0	15.0
Minimum Split (s)	13.7	34.0	34.0	34.0	33.0	33.0	32.9	32.9	32.9
Total Split (s)	15.0	50.0	35.0	35.0	40.0	40.0	40.0	40.0	40.0
Total Split (%)	16.7%	55.6%	38.9%	38.9%	44.4%	44.4%	44.4%	44.4%	44.4%
Yellow Time (s)	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0
All-Red Time (s)	1.7	2.0	2.0	2.0	2.0	2.0	1.9	1.9	1.9
Lost Time Adjust (s)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Lost Time (s)	5.7	6.0	6.0	6.0	6.0	6.0	5.9	5.9	5.9
Lead/Lag	Lead		Lag	Lag					
Lead-Lag Optimize?	Yes		Yes	Yes					
Recall Mode	Max	Ped	C-Max	C-Max	Ped	Ped	Ped	Ped	Ped
Act Effect Green (s)	45.9	45.6	29.0	29.0	32.4	32.4	32.5	32.5	32.5
Actuated g/C Ratio	0.51	0.51	0.32	0.32	0.36	0.36	0.36	0.36	0.36
v/c Ratio	0.62	0.20	0.33	0.63	0.05	0.59	0.91	0.58	0.39
Control Delay	23.5	2.4	21.1	20.7	18.4	17.6	60.5	30.9	4.0
Queue Delay	0.0	0.0	0.0	0.2	0.0	0.0	0.0	0.0	0.0
Total Delay	23.5	2.4	21.1	20.9	18.4	17.6	60.5	30.9	4.0
LOS	C	A	C	C	B	B	E	C	A
Approach Delay		11.0		20.9		17.6		31.3	
Approach LOS		B		C		B		C	

Intersection Summary

Cycle Length: 90

Actuated Cycle Length: 90

Offset: 70 (78%), Referenced to phase 4:WBTL, Start of Green

Natural Cycle: 85

Control Type: Actuated-Coordinated

Maximum v/c Ratio: 0.91

Intersection Signal Delay: 21.3

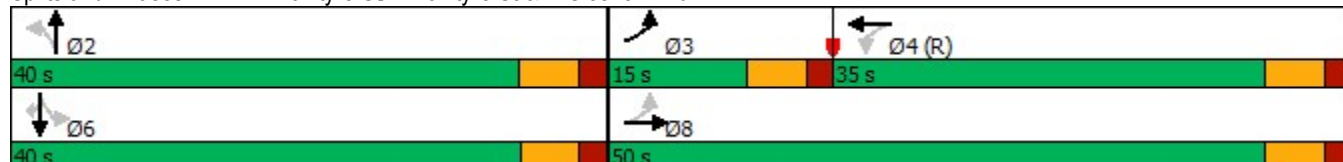
Intersection LOS: C

Intersection Capacity Utilization 75.2%

ICU Level of Service D

Analysis Period (min) 15

Splits and Phases: 2: W McIntyre St/E McIntyre St & N Closner Blvd

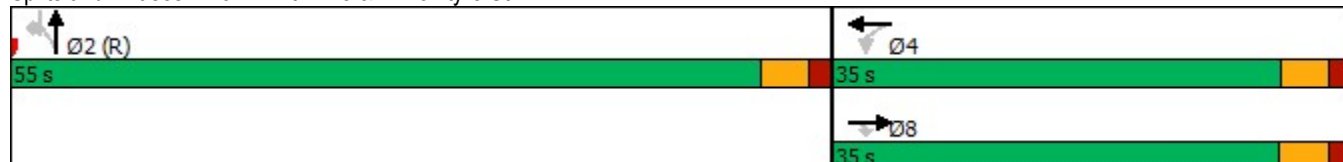


Timings
3: N 12th Ave & E McIntyre St

Year 2023 Hidalgo County Courthouse Square
Timing Plan: PM Peak Hour

	→	↘	↙	←	↖	↑	↗
Lane Group	EBT	EBR	WBL	WBT	NBL	NBT	SBR
Lane Configurations	↰	↱	↱	↰	↱	↕	↱
Traffic Volume (vph)	204	280	29	124	478	134	22
Future Volume (vph)	204	280	29	124	478	134	22
Turn Type	NA	Perm	Perm	NA	Perm	NA	Perm
Protected Phases	8			4		2	
Permitted Phases		8	4		2		2
Detector Phase	8	8	4	4	2	2	2
Switch Phase							
Minimum Initial (s)	15.0	15.0	15.0	15.0	15.0	15.0	15.0
Minimum Split (s)	34.1	34.1	34.0	34.0	31.8	31.8	31.8
Total Split (s)	35.0	35.0	35.0	35.0	55.0	55.0	55.0
Total Split (%)	38.9%	38.9%	38.9%	38.9%	61.1%	61.1%	61.1%
Yellow Time (s)	3.3	3.3	3.3	3.3	3.3	3.3	3.3
All-Red Time (s)	1.8	1.8	1.7	1.7	1.5	1.5	1.5
Lost Time Adjust (s)	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Lost Time (s)	5.1	5.1	5.0	5.0	4.8	4.8	4.8
Lead/Lag							
Lead-Lag Optimize?							
Recall Mode	Ped	Ped	Ped	Ped	C-Max	C-Max	C-Max
Act Effct Green (s)	29.2	29.2	29.3	29.3	50.9	50.9	50.9
Actuated g/C Ratio	0.32	0.32	0.33	0.33	0.57	0.57	0.57
v/c Ratio	0.55	0.41	0.16	0.34	0.40	0.46	0.04
Control Delay	22.2	4.1	23.6	24.1	17.9	18.7	0.0
Queue Delay	0.6	0.1	0.0	0.0	1.3	1.3	0.0
Total Delay	22.8	4.2	23.6	24.1	19.1	20.0	0.0
LOS	C	A	C	C	B	C	A
Approach Delay	14.0			24.0		19.6	
Approach LOS	B			C		B	
Intersection Summary							
Cycle Length: 90							
Actuated Cycle Length: 90							
Offset: 55 (61%), Referenced to phase 2:NBT, Start of Green							
Natural Cycle: 70							
Control Type: Actuated-Coordinated							
Maximum v/c Ratio: 0.55							
Intersection Signal Delay: 17.8				Intersection LOS: B			
Intersection Capacity Utilization 55.2%				ICU Level of Service B			
Analysis Period (min) 15							

Splits and Phases: 3: N 12th Ave & E McIntyre St



Timings
4: S 10th Ave/N 10th Ave & W University Dr

Year 2023 Hidalgo County Courthouse Square
Timing Plan: PM Peak Hour

					
Lane Group	EBL	EBR	NBL	NBT	SBT
Lane Configurations					
Traffic Volume (vph)	367	416	168	90	235
Future Volume (vph)	367	416	168	90	235
Turn Type	Prot	Prot	pm+pt	NA	NA
Protected Phases	8	8	5	2	6
Permitted Phases			2		
Detector Phase	8	8	5	2	6
Switch Phase					
Minimum Initial (s)	15.0	15.0	5.0	15.0	15.0
Minimum Split (s)	33.0	33.0	12.9	33.0	33.0
Total Split (s)	35.0	35.0	15.0	55.0	40.0
Total Split (%)	38.9%	38.9%	16.7%	61.1%	44.4%
Yellow Time (s)	4.0	4.0	3.3	4.0	4.0
All-Red Time (s)	2.0	2.0	1.6	2.0	2.0
Lost Time Adjust (s)	0.0	0.0	0.0	0.0	0.0
Total Lost Time (s)	6.0	6.0	4.9	6.0	6.0
Lead/Lag			Lead		Lag
Lead-Lag Optimize?			Yes		Yes
Recall Mode	Ped	Ped	Max	Ped	C-Max
Act Effect Green (s)	28.4	28.4	50.7	49.6	34.0
Actuated g/C Ratio	0.32	0.32	0.56	0.55	0.38
v/c Ratio	0.76	0.90	0.69	0.06	0.60
Control Delay	38.1	52.3	33.2	19.1	3.0
Queue Delay	0.0	1.0	0.0	0.0	0.1
Total Delay	38.1	53.2	33.2	19.1	3.1
LOS	D	D	C	B	A
Approach Delay	45.9			28.6	3.1
Approach LOS	D			C	A

Intersection Summary

Cycle Length: 90

Actuated Cycle Length: 90

Offset: 0 (0%), Referenced to phase 6:SBT, Start of Green, Master Intersection

Natural Cycle: 80

Control Type: Actuated-Coordinated

Maximum v/c Ratio: 0.90

Intersection Signal Delay: 24.9

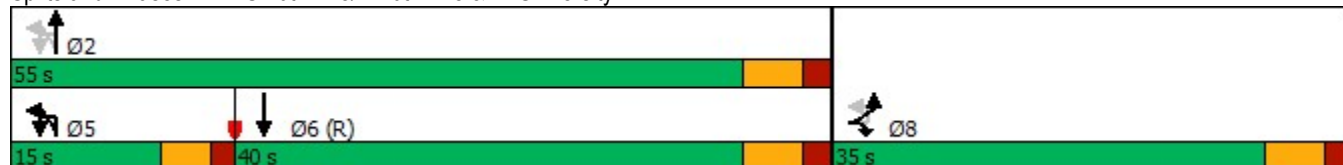
Intersection LOS: C

Intersection Capacity Utilization 73.9%

ICU Level of Service D

Analysis Period (min) 15

Splits and Phases: 4: S 10th Ave/N 10th Ave & W University Dr



Timings
5: S 12th Ave/N 12th Ave & E University Dr

Year 2023 Hidalgo County Courthouse Square
Timing Plan: PM Peak Hour

	↖	↗	↑	↘	↓
Lane Group	WBL	WBR	NBT	SBL	SBT
Lane Configurations	↖	↗	↕	↖	↕
Traffic Volume (vph)	240	368	286	172	137
Future Volume (vph)	240	368	286	172	137
Turn Type	Prot	Perm	NA	pm+pt	NA
Protected Phases	4		2	1	6
Permitted Phases		4		6	
Detector Phase	4	4	2	1	6
Switch Phase					
Minimum Initial (s)	15.0	15.0	15.0	5.0	15.0
Minimum Split (s)	33.5	33.5	31.6	12.8	31.5
Total Split (s)	37.0	37.0	38.0	15.0	53.0
Total Split (%)	41.1%	41.1%	42.2%	16.7%	58.9%
Yellow Time (s)	4.0	4.0	4.0	3.3	4.0
All-Red Time (s)	1.5	1.5	1.6	1.3	1.5
Lost Time Adjust (s)	0.0	0.0	0.0	0.0	0.0
Total Lost Time (s)	5.5	5.5	5.6	4.6	5.5
Lead/Lag			Lag	Lead	
Lead-Lag Optimize?			Yes	Yes	
Recall Mode	C-Max	C-Max	Ped	Max	Ped
Act Effect Green (s)	36.8	36.8	27.1	43.1	42.2
Actuated g/C Ratio	0.41	0.41	0.30	0.48	0.47
v/c Ratio	0.38	0.46	0.68	0.69	0.10
Control Delay	21.0	3.9	7.6	37.6	22.2
Queue Delay	0.0	0.0	0.1	0.0	0.0
Total Delay	21.0	3.9	7.6	37.6	22.2
LOS	C	A	A	D	C
Approach Delay	10.7		7.6		30.8
Approach LOS	B		A		C

Intersection Summary

Cycle Length: 90

Actuated Cycle Length: 90

Offset: 40 (44%), Referenced to phase 4:WBL, Start of Green

Natural Cycle: 80

Control Type: Actuated-Coordinated

Maximum v/c Ratio: 0.69

Intersection Signal Delay: 13.5

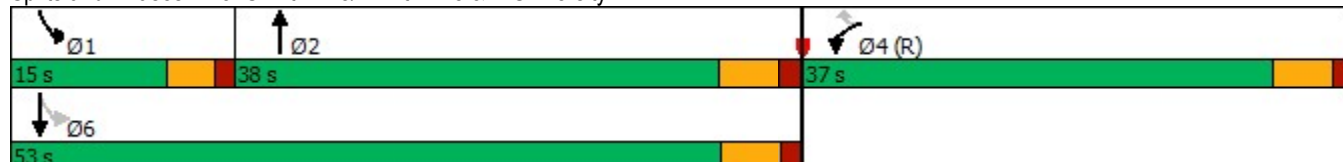
Intersection LOS: B

Intersection Capacity Utilization 57.1%

ICU Level of Service B

Analysis Period (min) 15

Splits and Phases: 5: S 12th Ave/N 12th Ave & E University Dr



Timings
6: S 10th Ave & W Cano St

Year 2023 Hidalgo County Courthouse Square

Timing Plan: PM Peak Hour

							
Lane Group	EBL	EBT	WBT	WBR	NBR	SBL	SBT
Lane Configurations							
Traffic Volume (vph)	17	169	139	241	44	447	166
Future Volume (vph)	17	169	139	241	44	447	166
Turn Type	Perm	NA	NA	Perm	Perm	Perm	NA
Protected Phases		8	4				6
Permitted Phases	8			4	4 6 8	6	
Detector Phase	8	8	4	4	4 6 8	6	6
Switch Phase							
Minimum Initial (s)	10.0	10.0	15.0	15.0		15.0	15.0
Minimum Split (s)	31.9	31.9	31.9	31.9		32.8	32.8
Total Split (s)	34.0	34.0	34.0	34.0		56.0	56.0
Total Split (%)	37.8%	37.8%	37.8%	37.8%		62.2%	62.2%
Yellow Time (s)	3.3	3.3	3.3	3.3		3.3	3.3
All-Red Time (s)	1.6	1.6	1.6	1.6		1.5	1.5
Lost Time Adjust (s)	0.0	0.0	0.0	0.0		0.0	0.0
Total Lost Time (s)	4.9	4.9	4.9	4.9		4.8	4.8
Lead/Lag							
Lead-Lag Optimize?							
Recall Mode	Ped	Ped	Ped	Ped		C-Max	C-Max
Act Effect Green (s)	27.4	27.4	27.4	27.4	90.0	52.9	52.9
Actuated g/C Ratio	0.30	0.30	0.30	0.30	1.00	0.59	0.59
v/c Ratio	0.09	0.45	0.44	0.35	0.04	0.38	0.44
Control Delay	23.2	26.2	23.8	8.2	0.0	11.0	12.1
Queue Delay	0.0	0.0	0.0	0.0	0.0	2.2	2.2
Total Delay	23.2	26.2	23.8	8.2	0.0	13.2	14.3
LOS	C	C	C	A	A	B	B
Approach Delay		25.9	16.5				13.7
Approach LOS		C	B				B

Intersection Summary

Cycle Length: 90

Actuated Cycle Length: 90

Offset: 60 (67%), Referenced to phase 6:SBTL, Start of Green

Natural Cycle: 65

Control Type: Actuated-Coordinated

Maximum v/c Ratio: 0.45

Intersection Signal Delay: 16.2

Intersection LOS: B

Intersection Capacity Utilization 53.2%

ICU Level of Service A

Analysis Period (min) 15

Splits and Phases: 6: S 10th Ave & W Cano St



Timings
7: S Closner Blvd & W Cano St/E Cano St

Year 2023 Hidalgo County Courthouse Square
Timing Plan: PM Peak Hour

	→	↖	←	↙	↑	↗	↘
Lane Group	EBT	WBL	WBT	NBL	NBT	NBR	SBL
Lane Configurations	↑↑	↖	↑↑	↖	↔	↗	↖
Traffic Volume (vph)	517	150	179	200	0	295	4
Future Volume (vph)	517	150	179	200	0	295	4
Turn Type	NA	pm+pt	NA	Perm	NA	Perm	Perm
Protected Phases	8	7	4		2		
Permitted Phases		4		2		2	6
Detector Phase	8	7	4	2	2	2	6
Switch Phase							
Minimum Initial (s)	15.0	5.0	15.0	15.0	15.0	15.0	15.0
Minimum Split (s)	33.9	14.9	34.0	33.7	33.7	33.7	33.0
Total Split (s)	40.0	16.0	56.0	34.0	34.0	34.0	34.0
Total Split (%)	44.4%	17.8%	62.2%	37.8%	37.8%	37.8%	37.8%
Yellow Time (s)	4.0	3.3	4.0	4.0	4.0	4.0	3.3
All-Red Time (s)	1.9	1.6	2.0	1.7	1.7	1.7	1.7
Lost Time Adjust (s)	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Lost Time (s)	5.9	4.9	6.0	5.7	5.7	5.7	5.0
Lead/Lag	Lag	Lead					
Lead-Lag Optimize?	Yes	Yes					
Recall Mode	C-Max	Max	Ped	Ped	Ped	Ped	Ped
Act Effect Green (s)	34.1	51.3	50.2	28.1	28.1	28.1	28.8
Actuated g/C Ratio	0.38	0.57	0.56	0.31	0.31	0.31	0.32
v/c Ratio	0.60	0.44	0.10	0.47	0.34	0.30	0.02
Control Delay	16.2	8.7	5.2	29.5	8.4	5.2	21.5
Queue Delay	0.3	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay	16.5	8.7	5.2	29.5	8.4	5.2	21.5
LOS	B	A	A	C	A	A	C
Approach Delay	16.5		6.8		14.7		
Approach LOS	B		A		B		

Intersection Summary

Cycle Length: 90

Actuated Cycle Length: 90

Offset: 70 (78%), Referenced to phase 8:EBT, Start of Green

Natural Cycle: 85

Control Type: Actuated-Coordinated

Maximum v/c Ratio: 0.60

Intersection Signal Delay: 13.7

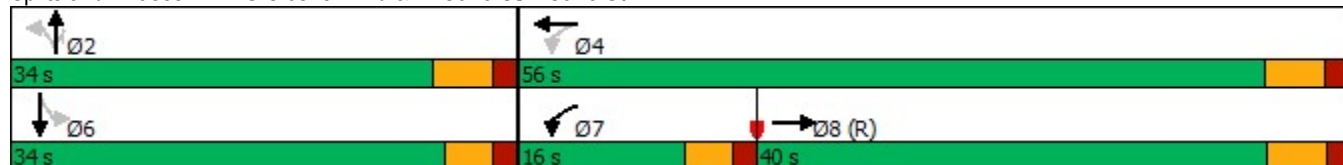
Intersection LOS: B

Intersection Capacity Utilization 57.7%

ICU Level of Service B

Analysis Period (min) 15

Splits and Phases: 7: S Closner Blvd & W Cano St/E Cano St



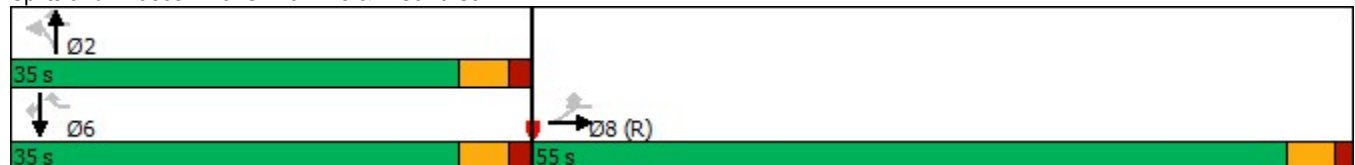
Timings
8: S 12th Ave & E Cano St

Year 2023 Hidalgo County Courthouse Square

Timing Plan: PM Peak Hour

							
Lane Group	EBL	EBT	WBR	NBL	NBT	SBT	SBR
Lane Configurations							
Traffic Volume (vph)	535	262	56	17	108	89	312
Future Volume (vph)	535	262	56	17	108	89	312
Turn Type	Perm	NA	Perm	Perm	NA	NA	Perm
Protected Phases		8			2	6	
Permitted Phases	8		2 6 8	2			6
Detector Phase	8	8	2 6 8	2	2	6	6
Switch Phase							
Minimum Initial (s)	10.0	10.0		15.0	15.0	15.0	15.0
Minimum Split (s)	31.6	31.6		34.0	34.0	34.0	34.0
Total Split (s)	55.0	55.0		35.0	35.0	35.0	35.0
Total Split (%)	61.1%	61.1%		38.9%	38.9%	38.9%	38.9%
Yellow Time (s)	3.3	3.3		3.3	3.3	3.3	3.3
All-Red Time (s)	1.3	1.3		1.7	1.7	1.7	1.7
Lost Time Adjust (s)	0.0	0.0		0.0	0.0	0.0	0.0
Total Lost Time (s)	4.6	4.6		5.0	5.0	5.0	5.0
Lead/Lag							
Lead-Lag Optimize?							
Recall Mode	C-Max	C-Max		Ped	Ped	Ped	Ped
Act Effct Green (s)	51.2	51.2	90.0	29.2	29.2	29.2	29.2
Actuated g/C Ratio	0.57	0.57	1.00	0.32	0.32	0.32	0.32
v/c Ratio	0.48	0.57	0.05	0.10	0.42	0.44	0.36
Control Delay	6.7	8.9	0.1	22.3	24.2	17.1	5.5
Queue Delay	0.9	1.1	0.0	0.0	0.0	0.0	0.0
Total Delay	7.6	10.0	0.1	22.3	24.2	17.1	5.5
LOS	A	A	A	C	C	B	A
Approach Delay		8.8			24.0	11.5	
Approach LOS		A			C	B	
Intersection Summary							
Cycle Length: 90							
Actuated Cycle Length: 90							
Offset: 80 (89%), Referenced to phase 8:EBTL, Start of Green							
Natural Cycle: 70							
Control Type: Actuated-Coordinated							
Maximum v/c Ratio: 0.57							
Intersection Signal Delay: 11.5				Intersection LOS: B			
Intersection Capacity Utilization 59.4%				ICU Level of Service B			
Analysis Period (min) 15							

Splits and Phases: 8: S 12th Ave & E Cano St





CITY OF EDINBURG - CITY COUNCIL

Meeting Date: April 1, 2025

CONTRACTUALS

Agenda Item No: 10.B.

Inter-local Agreement with The University of Texas Rio Grande Valley

1. **Agenda Item:**

Consider Authorizing the City Manager to Execute an Interlocal Agreement Between the City of Edinburg and the University of Texas Rio Grande Valley for the Joint Use of the Parking Lots at UTRGV Robert and Janet Vackar Stadium and Edinburg Municipal Park for Overflow Parking.
[Tomas D. Reyna, Assistant City Manager]

2. **Description:**

The proposed interlocal agreement between the City of Edinburg and the University of Texas Rio Grande Valley (UTRGV) Athletics establishes a collaborative partnership for the shared use of parking lots at Edinburg Municipal Park and UTRGV's Robert and Janet Vackar Stadium for overflow parking during each party's respective events.

Under this agreement, the City of Edinburg will grant UTRGV right of access to all parking lots at Edinburg Municipal Park for overflow parking during UTRGV home football games and other designated UTRGV-sponsored events held at Vackar Stadium. Likewise, UTRGV will grant the City of Edinburg access to the parking lots at Vackar Stadium for overflow parking during City-hosted events at Edinburg Municipal Park.

UTRGV acknowledges and agrees that the City of Edinburg is not responsible for any loss or damage to vehicles, equipment, or other property, nor for any injury to individuals, unless such loss, damage, or injury is directly caused by the gross negligence of the City or its employees. Similarly, the City of Edinburg will not be held liable for any such incidents occurring in the Vackar Stadium parking lot unless due to gross negligence by UTRGV or its employees.

The scheduled UTRGV home game dates are as follows:

1. August 30, 2025
2. September 13, 2025
3. September 20, 2025
4. October 4, 2025
5. October 25, 2025
6. November 8, 2025
7. November 22, 2025

3. **Staff's Recommendation:**

Approve Authorizing the City Manager to Execute an Interlocal Agreement Between the City of Edinburg and the University of Texas Rio Grande Valley for the Joint Use of the Parking Lots at UTRGV Robert and Janet Vackar Stadium and Edinburg Municipal Park for Overflow Parking.

Reviewed by:

Prepared by:
Tomas Reyna, Assistant City
Manager

Attachments:

- A. REVISED ILA COE UTRGV - Joint Use Parking Lots Municipal Park and Vacker Stadium (1) _
rev UTRGV (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 this ____ 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 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(d), *Texas Education Code* and organized under Chapter 79, *Texas Education Code*, and so meets the definition of an "agency" under Section 771.002(1)(B), *Texas Government Code*.

B. UTRGV operates the UTRGV Robert and Janet Vackar Stadium located at 1616 S Raul Longoria Rd., Edinburg, TX 78542, in Hidalgo County ("Vackar Stadium") in support of its educational mission for the people of Texas.

C. 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 the Edinburg Municipal Park located at 714 S Raul Longoria Rd, Edinburg, TX 78542 ("Park") to benefit the quality of life of its residents through, among other means, access to CITY-supported events.

D. The CITY and UTRGV have a long-standing history of working collaboratively to provide services and resources to benefit the residents of the CITY and to advance the educational mission of UTRGV.

E. The purpose of this Agreement is to continue the Parties' collaborative relationship with regard to the use of the Parties' parking lots located at both the Park and Vackar Stadium for overflow parking for each of their individual event(s).

F. 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 the parking lots at the Park and Vackar Stadium in an effort to maximize resources, provide services to the CITY community, and advance 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. The Agreement may be renewed for one (1) additional five-year Renewal Term (September 1, 2028-August 31, 2033) by giving the other Party written notice of renewal at least thirty (30) calendar days before the expiration of the Initial Term. Except for the first Agreement year, which runs from the Effective Date through August 31, 2025, an Agreement year will run from September 1 to August 31 of the following year. The Initial Term and any Renewal Term are collectively referred to as the Term. Either Party 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. UTRGV Use of Parking Lots at Park.** CITY will grant UTRGV a temporary license and right of access to all parking lots on-site at the Park for use as overflow parking during UTRGV home Football games and other designated and agreed-upon UTRGV-sponsored event(s) held at Vackar Stadium. UTRGV understands and agrees CITY is not responsible for any loss of or to any vehicle, or any equipment or other property therein, or damage to property or injury to person, unless the loss, damage, or injury is proximately caused by the gross negligence of CITY or its employees.
- 3. CITY Use of Vackar Stadium Parking Lots.** UTRGV will grant CITY a temporary license and right of access to all parking lots on-site at Vackar Stadium for use as overflow parking during designated and agreed-upon CITY-sponsored event(s) held at the Park. City understands and agrees UTRGV is not responsible for any loss of or to any vehicle, or any equipment or other property therein, or damage to property or injury to person, unless the loss, damage, or injury is proximately caused by the gross negligence of UTRGV or its employees.
- 4. No Bailment.** The Parties expressly understand and agree that the provisions of this Agreement are not deemed to create and do not create a bailment between the Parties.
- 5. Coordination in Designation of Event(s).** The Parties agree to collaborate in good faith in the planning, coordination, and scheduling of all event(s) to be designated under either Section 2 or Section 3 of the Agreement. In considering the number of events to be designated by each Party during each Agreement year and the Term of this Agreement as a whole, the Parties will be expected to give due consideration to their respective obligations with regard to the use of public funds under the laws and Constitution of the State of Texas. Each Party shall designate a representative to serve as the primary point of contact for

communication and decision-making regarding event coordination and designation.

6. 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.

7. 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.

8. 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.

9. 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: Vice President & Director of Athletics
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.

10. Compliance. Each Party shall exercise the rights granted in this Agreement in accordance with all applicable federal, state, and local laws. Each Party will own, operate, manage, repair, and maintain their respective parking lots 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.

11. Independent Contractors. Under no circumstances shall any employee or student of UTRGV be considered an agent or employee of CITY; and no employee of CITY shall be considered to be an agent or employee of UTRGV.

12. 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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) calendar 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.

19. INDEMNIFICATION. To the extent authorized by the Constitution and the laws of the State of Texas, CITY shall indemnify and hold harmless UTRGV and its officers, Regents, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against UTRGV arising out of, resulting from, or connected with acts or omissions by CITY or its officials, agents or employees under this Agreement. 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 officers, agents or employees under this Agreement.

20. Public Records. It will be the independent responsibility of each Party to comply with Chapter 552, *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.

[Remainder of page intentionally left blank.]

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

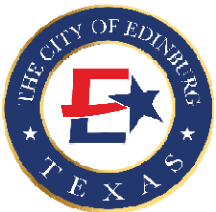
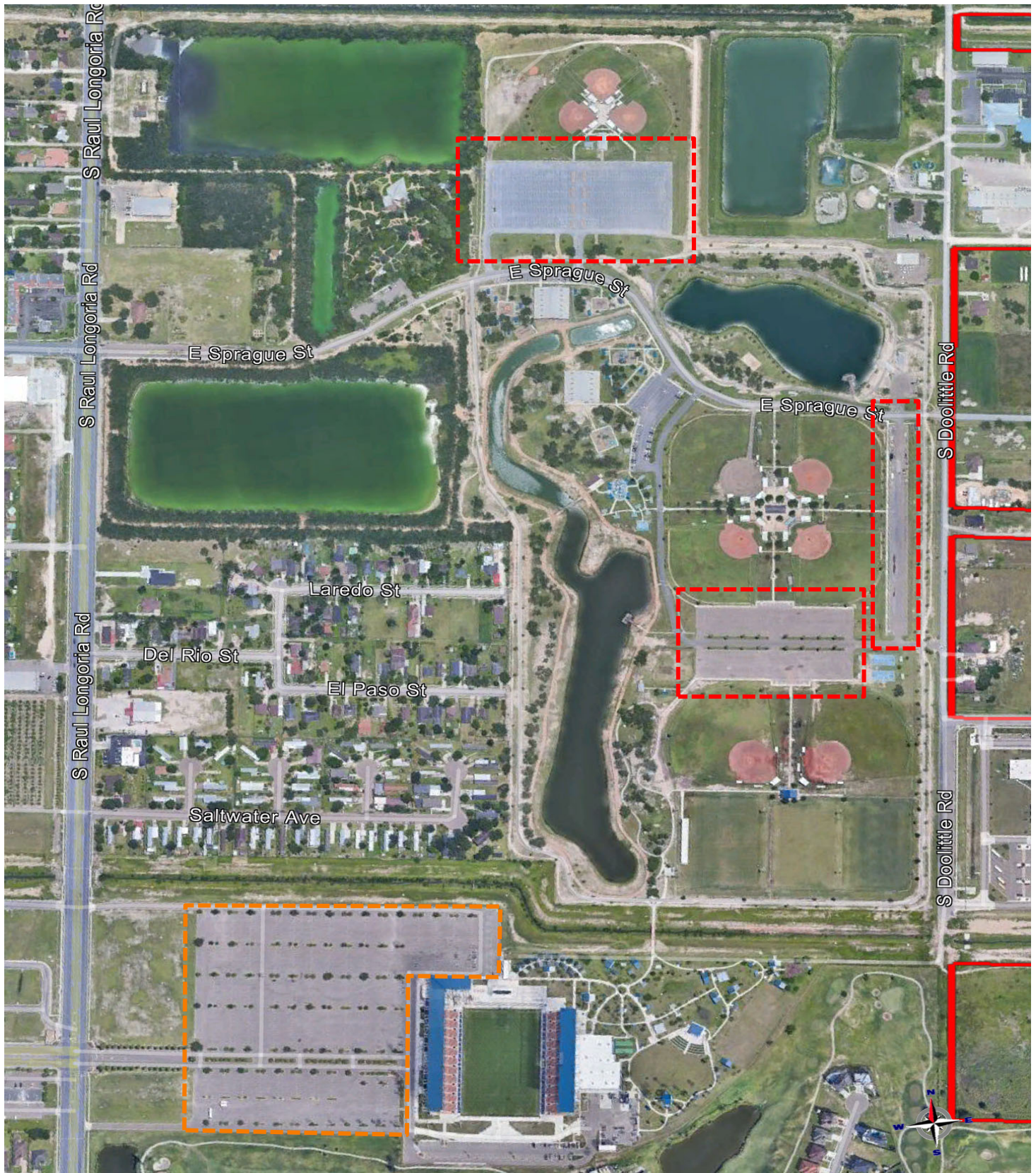
ATTEST:

By: _____
Clarice Balderas,
City Secretary

Approved as to Form for City:
Office of the City Attorney

By: _____
Josephine Ramirez-Solis
City Attorney

ATTACHMENT "A"
LOCATION MAP



LEGEND:

- City of Edinburg - Municipal Park, Parking Lots
- UTRGV - Vacker Stadium - Parking Lot

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

PROJECT NAME: Municipal Park / Vacker Stadium - Parking Lots	
REQUESTED BY: City Manager's Office	
DATE: March 24, 2025	
CREATED BY: TDR	
Scale: NTS Sheet 1 of 1	



CITY OF EDINBURG - CITY COUNCIL

Meeting Date: April 1, 2025

RESOLUTION

Agenda Item No: 11.A.

Advanced Funding Agreement - Freddy Gonzalez Dr. Road Expansion

1. Agenda Item:

Consider Resolution Authorizing the City Manager to Execute the Advance Funding Agreement (AFA) for the Metropolitan Mobility and Rehabilitation Project Surface Transportation Program (Off-System) – Freddy Gonzalez Drive Road Expansion (I69C to Closner Boulevard). [Mardoqueo Hinojosa, P.E., CFM, CMP. City Engineer]

2. Description:

The project involves expanding Freddy Gonzalez Drive from I-69C to Closner Boulevard to five lanes. It is currently in the environmental phase, with a schematic plan for the expansion being developed. The Edinburg City Council has approved \$385,847.56 for this initial phase. Once the schematic phase is completed, the next step will be to contract for Engineering Services. This phase, which includes preparing plans and specifications, is expected to cost around \$600,000 and will be funded by the City. The objective is to prepare the project for Rio Grande Valley Metropolitan Planning Organization (RGVMPO) construction funding in 2028. Upon receiving funding from RGVMPO, City match for construction is approximately \$290,680. Total project funding with federal, state and local participation is approximately \$9,371,340.

3. Staff's Recommendation:

Approve Resolution Authorizing the City Manager to Execute the Advance Funding Agreement (AFA) for the Metropolitan Mobility and Rehabilitation Project Surface Transportation Program (Off-System) – Freddy Gonzalez Drive Road Expansion (I69C to Closner Boulevard).

Reviewed by:

Tomas Reyna, Assistant City Manager

Prepared by:

Mardoqueo Hinojosa, City Engineer

Attachments:

- A. Resolution for AFA - Freddy Gonzalez Rd Improvements
- B. Draft AFA 0921-02-440 Freddy Gonzalez

RESOLUTION NO.

**RESOLUTION AUTHORIZING EXECUTION OF AN
ADVANCE FUNDING AGREEMENT (AFA) WITH THE
TEXAS DEPARTMENT OF TRANSPORTATION FOR FREDDY GONZALEZ WIDEN
4 LANE FROM I-69C TO CLOSNER BOULEVARD**

WHEREAS, on _____, via Minute Order 116752, the Texas Transportation Commission authorized Freddy Gonzalez Widen 4 Lane project (the “Project”) to receive Surface Transportation Program Off System funds for project construction and Texas Department of Transportation (TxDOT) oversight; and

WHEREAS, the City of Edinburg commits to provide the match. The local match is comprised of cash or bond issuance and

WHEREAS, the City of Edinburg is responsible for all nonreimbursable costs and 100% of overruns, if any; and

WHEREAS, the Governing Body of City of Edinburg desires to reaffirm its support of the Project, approve and authorize the execution of an Advance Funding Agreement (AFA) with TxDOT for the Project.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF EDINBURG THAT the City Manager is authorized to enter into an AFA with TxDOT for this Project.

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 execute an Advance Funding Agreement with TxDOT for the CSJ: 0921-02-440 Freddy Gonzalez Widen 4 Lane Project and accept, alter, terminate and execute any and all grant documents on behalf of the City.

SECTION 3: SEVERABILITY. If any section, part or provision of this Resolution is declared unconstitutional or invalid, by a court of competent jurisdiction, then in that event, it is expressly provided and it is the intention of the City Council, in passing this Resolution, that its parts shall be severable, and all other parts of this Resolution shall not be affected thereby, and they shall remain in full force and effect.

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

READ, CONSIDERED, PASSED and APPROVED at a regular meeting of the City Council of the City of Edinburg, Texas, at which a quorum was present and which was held in accordance with V.T.C.A., Government Code, Section 551.04, on the 1st day of April 2025.

PASSED AND APPROVED on the 1st day of April, 2025.

CITY OF EDINBURG

By: _____
Ramiro Garza, Jr., Mayor

ATTEST:

By: _____
Clarice Y. Balderas, City Secretary

APPROVE AS TO FORM:

By: _____
Josephine R. Solis
City Attorney

TxDOT:				Federal Highway Administration:	
CCSJ #	0921-02-440	AFA ID	Z00011095	CFDA No.	20.205
AFA CSJs	0921-02-440 RCSJ 0921-02-550			CFDA Title	Highway Planning and Construction
District #	21	Code Chart 64#	12950		
Project Name	Freddy Gonzalez Widen 4 Lane			AFA Not Used For Research & Development	

STATE OF TEXAS §

COUNTY OF TRAVIS §

ADVANCE FUNDING AGREEMENT
For
Metropolitan Mobility and Rehabilitation Project
Surface Transportation Program
Off-System

THIS AGREEMENT (Agreement) is made by and between the State of Texas, acting by and through the **Texas Department of Transportation** called the “State”, and the **City of Edinburg**, acting by and through its duly authorized officials, called the “Local Government”. The State and Local Government shall be collectively referred to as “the parties” hereinafter.

WITNESSETH

WHEREAS, federal law establishes federally funded programs for transportation improvements to implement its public purposes, and

WHEREAS, the Texas Transportation Code, Section 201.103 establishes that the State shall design, construct and operate a system of highways in cooperation with local governments, and Section 222.052 authorizes the Texas Transportation Commission to accept contributions from political subdivisions for development and construction of public roads and the state highway system within the political subdivision, and

WHEREAS, federal and state laws require local governments to meet certain contract standards relating to the management and administration of State and federal funds, and

WHEREAS, the Texas Transportation Commission has codified 43 TAC, Rules 15.50-15.56 that describe federal, state, and local responsibilities for cost participation in highway improvement and other transportation projects, and

WHEREAS, the Texas Transportation Commission passed Minute Order Number **116752** authorizing the State to undertake and complete a highway improvement or other transportation project generally described as **widen and reconstruct to four lanes divided urban**. The portion of the project work covered by this Agreement is identified in the Agreement, Article 3, Scope of Work (Project), and

WHEREAS, the Governing Body of the Local Government has approved entering into this Agreement by resolution, ordinance, or commissioners court order dated **{Enter Date of Resolution}**, which is attached to and made a part of this Agreement as Attachment C, Resolution, Ordinance, or Commissioners Court Order (Attachment C). A map showing the Project location appears in Attachment A, Location Map Showing Project (Attachment A), which is attached to and made a part of this Agreement.

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NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties, to be by them respectively kept and performed as set forth in this Agreement, it is agreed as follows:

AGREEMENT

1. Responsible Parties:

For the Project covered by this Agreement, the parties shall be responsible for the following work as stated in the article of the Agreement referenced in the table below:

1.	Local Government	Utilities	Article 8
2.	Local Government	Environmental Assessment and Mitigation	Article 9
3.	Local Government	Architectural and Engineering Services	Article 11
4.	Local Government	Construction Responsibilities	Article 12
5.	Local Government	Right of Way and Real Property	Article 14

An asterisk next to the party responsible for specific work in the above table indicates that the associated specific work is not anticipated as part of the Project and is therefore not included in the budget; however, the party indicated will be responsible for that specific work if that work is not the subject of another agreement and the State determines that the specific work has become necessary to successful completion of the Project.

2. Period of the Agreement

This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in effect until the Project is completed or unless terminated as provided below.

3. Scope of Work

The scope of work for the Project consists of widening and reconstructing the roadway to four lanes (Divided Urban) on Freddy Gonzalez from BUS 281 (Closner Blvd) to I-69C (US 281).

4. Project Sources and Uses of Funds

The total estimated cost of the Project is shown in Attachment B, Project Budget (Attachment B) which is attached to and made a part of this Agreement.

- A. If the Local Government will perform any work under this Agreement for which reimbursement will be provided by or through the State, the Local Government must complete training. If federal funds are being used, the training must be completed before federal spending authority is obligated. 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" and retains qualification in accordance with applicable TxDOT

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procedures. Upon request, the Local Government shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Local Government or an employee of a firm that has been contracted by the Local Government to perform oversight of the Project. The State in its discretion may deny reimbursement if the Local Government has not continuously designated in writing a qualified individual to work actively on or to directly oversee the Project.

- B. The expected cash contributions from the federal government, the State, the Local Government, or other parties are shown in Attachment B. The State will pay for only those Project costs that have been approved by the Texas Transportation Commission. For projects with federal funds, the State and the federal government will not reimburse the Local Government for any work performed before the federal spending authority is formally obligated to the Project by the Federal Highway Administration (FHWA). After federal funds have been obligated, the State will send to the Local Government a copy of the formal documentation showing the obligation of funds including federal award information. The Local Government is responsible for 100% of the cost of any work performed under its direction or control before the federal spending authority is formally obligated.
- C. Attachment B shows, by major cost categories, the cost estimates and the party responsible for performing the work for each category. These categories may include but are not limited to: (1) costs of real property; (2) costs of utility work; (3) costs of environmental assessment and remediation; (4) cost of preliminary engineering and design; (5) cost of construction and construction management; and (6) any other local project costs.
- D. The State will be responsible for securing the federal and State share of the funding required for the development and construction of the local Project. If the Local Government is due funds for expenses incurred, these funds will be reimbursed to the Local Government on a cost basis.
- E. The Local Government will be responsible for all non-federal or non-State participation costs associated with the Project, unless otherwise provided for in this Agreement or approved otherwise in an amendment to this Agreement. For items of work subject to specified percentage funding, the Local Government shall only in those instances be responsible for all Project costs that are greater than the maximum State and federal participation specified in Attachment B and for overruns in excess of the amount specified in Attachment B to be paid by the Local Government.
- F. The budget in Attachment B will clearly state all items subject to fixed price funding, specified percentage funding, and the periodic payment schedule, when periodic payments have been approved by the State.
- G. When the Local Government bears the responsibility for paying cost overruns, the Local Government shall make payment to the State within thirty (30) days from the receipt of the State's written notification of additional funds being due.
- H. When fixed price funding is used, the Local Government is responsible for the fixed price amount specified in Attachment B. Fixed prices are not subject to adjustment unless (1) differing site conditions are encountered; (2) further definition of the Local Government's requested scope of work identifies greatly

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- differing costs from those estimated; (3) work requested by the Local Government is determined to be ineligible for federal participation; or (4) the adjustment is mutually agreed to by the State and the Local Government.
- I. Prior to the performance of any engineering review work by the State, the Local Government will pay to the State the amount specified in Attachment B. At a minimum, this amount shall equal the Local Government's funding share for the estimated cost of preliminary engineering performed or reviewed by the State for the Project. At least sixty (60) days prior to the date set for receipt of the construction bids, the Local Government shall remit its remaining financial share for the State's estimated construction oversight and construction cost.
 - J. The State will not execute the contract for the construction of the Project until the required funding has been made available by the Local Government in accordance with this Agreement.
 - K. Whenever funds are paid by the Local Government to the State under this Agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation" or may use the State's Automated Clearing House (ACH) system for electronic transfer of funds in accordance with instructions provided by TxDOT's Finance Division. The funds shall be deposited and managed by the State and may only be applied by the State to the Project.
 - L. The State will not pay interest on any funds provided by the Local Government.
 - M. If a waiver for the collection of indirect costs for a service project has been granted under 43 TAC §15.56, the State will not charge the Local Government for the indirect costs the State incurs on the Project, unless this Agreement is terminated at the request of the Local Government prior to completion of the Project.
 - N. If the Local Government is an Economically Disadvantaged County (EDC) and if the State has approved adjustments to the standard financing arrangement, this Agreement reflects those adjustments.
 - O. Where the Local Government is authorized to perform services under this Agreement and be reimbursed by the State, the Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice, in a form and containing all items required by the State, no more frequently than monthly and no later than ninety (90) days after costs are incurred. If the Local Government submits invoices more than ninety (90) days after the costs are incurred and if federal funding is reduced as a result, the State shall have no responsibility to reimburse the Local Government for those costs.
 - P. Upon completion of the Project, the State will perform a final accounting of the Project costs for all items of work with specified percentage funding. Any funds due by the Local Government, the State, or the federal government for these work items will be promptly paid by the owing party.
 - Q. The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this Agreement or indirectly through a subcontract under this Agreement. Acceptance of funds directly under this Agreement or indirectly through a subcontract under this Agreement 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

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the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

- R. Payment under this Agreement beyond the end of the current fiscal biennium is subject to availability of appropriated funds. If funds are not appropriated, this Agreement shall be terminated immediately with no liability to either party.

5. Termination of This Agreement

This Agreement shall remain in effect until the Project is completed and accepted by all parties, unless:

- A. The Agreement is terminated in writing with the mutual consent of the parties;
- B. The Agreement is terminated by one party because of a breach, in which case any costs incurred because of the breach shall be paid by the breaching party;
- C. The Local Government elects not to provide funding after the completion of preliminary engineering, specifications, and estimates (PS&E) and the Project does not proceed because of insufficient funds, in which case the Local Government agrees to reimburse the State for its reasonable actual costs incurred during the Project; or
- D. The Agreement is terminated by the State because the parties are not able to execute a mutually agreeable amendment when the costs for Local Government requested items increase significantly due to differing site conditions, determination that Local government requested work is ineligible for federal or state cost participation, or a more thorough definition of the Local Government's proposed work scope identifies greatly differing costs from those estimated. The State will reimburse Local Government remaining funds to the Local Government within ninety (90) days of termination; or
- E. The Project is inactive for thirty-six (36) consecutive months or longer and no expenditures have been charged against federal funds, in which case the State may in its discretion terminate this Agreement.

6. Amendments

Amendments to this Agreement due to changes in the character of the work, terms of the Agreement, or responsibilities of the parties relating to the Project may be enacted through a mutually agreed upon, written amendment.

7. Remedies

This Agreement shall not be considered as specifying the exclusive remedy for any agreement default, but all remedies existing at law and in equity may be availed of by either party to this Agreement and shall be cumulative.

8. Utilities

The party named in Article 1, Responsible Parties, under AGREEMENT shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with applicable state laws, regulations, rules, policies, and procedures, including any cost to the State of a delay resulting from the Local Government's failure to ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. The Local Government will not be reimbursed with federal or State funds for the cost of required utility work. The Local Government must obtain advance

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approval for any variance from established procedures. Before a construction contract is let, the Local Government shall provide, at the State's request, a certification stating that the Local Government has completed the adjustment of all utilities that must be adjusted before construction is commenced.

9. **Environmental Assessment and Mitigation**

Development of a transportation project must comply with the National Environmental Policy Act and the National Historic Preservation Act of 1966, which require environmental clearance of federal-aid projects. The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the following:

- A. The identification and assessment of any environmental problems associated with the development of a local project governed by this Agreement.
- B. The cost of any environmental problem's mitigation and remediation.
- C. Providing any public meetings or public hearings required for the environmental assessment process. Public hearings will not be held prior to the approval of the Project schematic.
- D. The preparation of the NEPA documents required for the environmental clearance of this Project.

If the Local Government is responsible for the environmental assessment and mitigation, before the advertisement for bids, the Local Government shall provide to the State written documentation from the appropriate regulatory agency or agencies that all environmental clearances have been obtained.

10. **Compliance with Accessibility Standards**

All parties to this Agreement shall ensure that the plans for and the construction of all projects subject to this Agreement are in compliance with standards issued or approved by the Texas Department of Licensing and Regulation (TDLR) as meeting or consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

11. **Architectural and Engineering Services**

The party named in Article 1, Responsible Parties, under AGREEMENT has responsibility for the performance of architectural and engineering services. The engineering plans shall be developed in accordance with the applicable State's *Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges* and the special specifications and special provisions related to it. For projects on the State highway system, the design shall, at a minimum conform to applicable State manuals. For projects not on the State highway system, the design shall, at a minimum, conform to applicable American Association of State Highway and Transportation Officials (AASHTO) design standards.

In procuring professional services, the parties to this Agreement must comply with federal requirements cited in 23 CFR Part 172 if the Project is federally funded and with Texas Government Code 2254, Subchapter A, in all cases. Professional contracts for federally funded projects must conform to federal requirements, specifically including the provision for participation by Disadvantaged Business Enterprises (DBEs), ADA, and

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environmental matters. If the Local Government is the responsible party, the Local Government shall submit its procurement selection process for prior approval by the State. All professional services contracts must be reviewed and approved by the State prior to execution by the Local Government.

12. Construction Responsibilities

The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the following:

- A. Advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of the Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders that may become necessary subsequent to the award of the construction contract. In order to ensure federal funding eligibility, projects must be authorized by the State prior to advertising for construction.
- B. If the State is the responsible party, the State will use its approved contract letting and award procedures to let and award the construction contract.
- C. If the Local Government is the responsible party, the Local Government shall submit its contract letting and award procedures to the State for review and approval prior to letting.
- D. If the Local Government is the responsible party, the State must concur with the low bidder selection before the Local Government can enter into a contract with the vendor.
- E. If the Local Government is the responsible party, the State must review and approve change orders.
- F. Upon completion of the Project, the party responsible for constructing the Project will issue and sign a "Notification of Completion" acknowledging the Project's construction completion and submit certification(s) sealed by a professional engineer(s) licensed in the State of Texas.
- G. For federally funded contracts, the parties to this Agreement will comply with federal construction requirements cited in 23 CFR Part 635 and with requirements cited in 23 CFR Part 633, and shall include the latest version of Form "FHWA-1273" in the contract bidding documents. If force account work will be performed, a finding of cost effectiveness shall be made in compliance with 23 CFR 635, Subpart B.

13. Project Maintenance

The Local Government shall be responsible for maintenance of locally owned roads and locally owned facilities after completion of the work. The State shall be responsible for maintenance of the State highway system after completion of the work if the work was on the State highway system, unless otherwise provided for in existing maintenance agreements with the Local Government.

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14. Right of Way and Real Property

The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the provision and acquisition of any needed right of way or real property.

The Local Government shall be responsible for the following:

- A. Right of way and real property acquisition shall be the responsibility of the Local Government. Title to right of way and other related real property must be acceptable to the State before funds may be expended for the improvement of the right of way or real property.
- B. If the Local Government is the owner of any part of the Project site under this Agreement, the Local Government shall permit the State or its authorized representative access to occupy the site to perform all activities required to execute the work.
- C. All parties to this Agreement will comply with and assume the costs for compliance with all the requirements of Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Title 42 U.S.C.A. Section 4601 et seq., including those provisions relating to incidental expenses incurred by the property owners in conveying the real property to the Local Government and benefits applicable to the relocation of any displaced person as defined in 49 CFR Section 24.2(g). Documentation to support such compliance must be maintained and made available to the State and its representatives for review and inspection.
- D. The Local Government shall assume all costs and perform necessary requirements to provide any necessary evidence of title or right of use in the name of the Local Government to the real property required for development of the Project. The evidence of title or rights shall be acceptable to the State, and be free and clear of all encroachments. The Local Government shall secure and provide easements and any needed rights of entry over any other land needed to develop the Project according to the approved Project plans. The Local Government shall be responsible for securing any additional real property required for completion of the Project.
- E. In the event real property is donated to the Local Government after the date of the State's authorization, the Local Government will provide all documentation to the State regarding fair market value of the acquired property. The State will review the Local Government's appraisal, determine the fair market value and credit that amount towards the Local Government's financial share. If donated property is to be used as a funding match, it may not be provided by the Local Government. The State will not reimburse the Local Government for any real property acquired before execution of this Agreement and the obligation of federal spending authority.
- F. The Local Government shall prepare real property maps, property descriptions, and other data as needed to properly describe the real property and submit them to the State for approval prior to the Local Government acquiring the real property. Tracings of the maps shall be retained by the Local Government for a permanent record.
- G. The Local Government agrees to make a determination of property values for each real property parcel by methods acceptable to the State and to submit to

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the State a tabulation of the values so determined, signed by the appropriate Local Government representative. The tabulations shall list the parcel numbers, ownership, acreage and recommended compensation. Compensation shall be shown in the component parts of land acquired, itemization of improvements acquired, damages (if any) and the amounts by which the total compensation will be reduced if the owner retains improvements. This tabulation shall be accompanied by an explanation to support the determined values, together with a copy of information or reports used in calculating all determined values. Expenses incurred by the Local Government in performing this work may be eligible for reimbursement after the Local Government has received written authorization by the State to proceed with determination of real property values. The State will review the data submitted and may base its reimbursement for parcel acquisitions on these values.

- H. Reimbursement for real property costs will be made to the Local Government for real property purchased in an amount not to exceed eighty percent (80%) of the cost of the real property purchased in accordance with the terms and provisions of this Agreement. Reimbursement will be in an amount not to exceed eighty percent (80%) of the State's predetermined value of each parcel, or the net cost of the parcel, whichever is less. In addition, reimbursement will be made to the Local Government for necessary payments to appraisers, expenses incurred in order to assure good title, and costs associated with the relocation of displaced persons and personal property as well as incidental expenses.
- I. If the Project requires the use of real property to which the Local Government will not hold title, a separate agreement between the owners of the real property and the Local Government must be executed prior to execution of this Agreement. The separate agreement must establish that the Project will be dedicated for public use for a period of not less than 10 (ten) years after completion. The separate agreement must define the responsibilities of the parties as to the use of the real property and operation and maintenance of the Project after completion. The separate agreement must be approved by the State prior to its execution. A copy of the executed agreement shall be provided to the State.

15. Insurance

If this Agreement authorizes the Local Government or its contractor to perform any work on State right of way, before beginning work, the entity performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on the State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and the State may recover damages and all costs of completing the work.

16. Notices

All notices to either party shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to that party at the following address:

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Local Government:	State:
City of Edinburg ATTN: Mayor 415 W. University Edinburg, Texas 78539	Texas Department of Transportation ATTN: Director of Contract Services 125 E. 11 th Street Austin, TX 78701

All notices shall be deemed given on the date delivered in person or deposited in the mail, unless otherwise provided by 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 notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.

17. Legal Construction

If one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and this Agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

18. Responsibilities of the Parties

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party, and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

19. Ownership of Documents

Upon completion or termination of this Agreement, all documents prepared by the State shall remain the property of the State. All data and information prepared under this Agreement shall be made available to the State without restriction or limitation on their further use. All documents produced or approved or otherwise created by the Local Government shall be transmitted to the State, in the format directed by the State, on a monthly basis or as required by the State. The originals shall remain the property of the Local Government.

20. Compliance with Laws

The parties to this Agreement shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this Agreement. When required, the Local Government shall furnish the State with satisfactory proof of this compliance.

21. Sole Agreement

This Agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the Agreement's subject matter.

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22. Cost Principles

In order to be reimbursed with federal funds, the parties shall comply with the cost principles established in 2 CFR 200 that specify that all reimbursed costs are allowable, reasonable, and allocable to the Project.

23. Procurement and Property Management Standards

The parties to this Agreement shall adhere to the procurement and property management standards established in 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and to the Texas Uniform Grant Management Standards. The State must pre-approve the Local Government's procurement procedures for purchases to be eligible for state or federal funds.

24. Inspection of Books and Records

The parties to this Agreement shall maintain all books, documents, papers, accounting records, and other documentation relating to costs incurred under this Agreement and shall make such materials available to the State, the Local Government, and, if federally funded, the FHWA and the U.S. Office of the Inspector General or their duly authorized representatives for review and inspection at its office during the Agreement period and for seven (7) years from the date of final reimbursement by FHWA under this Agreement or until any impending litigation or claims are resolved. Additionally, the State, the Local Government, and the FHWA and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

25. Civil Rights Compliance

The parties to this Agreement are responsible for the following:

- A. Compliance with Regulations: Both parties will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (USDOT), the Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made part of this Agreement.
- B. Nondiscrimination: The Local Government, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Local Government will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
- C. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Local Government for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier will be notified by the Local Government of the Local Government's obligations under this Agreement and the Acts and Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.

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- D. Information and Reports: The Local Government will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations or directives. Where any information required of the Local Government is in the exclusive possession of another who fails or refuses to furnish this information, the Local Government will so certify to the State or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
- E. Sanctions for Noncompliance: In the event of the Local Government's noncompliance with the Nondiscrimination provisions of this Agreement, the State will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
1. withholding of payments to the Local Government under the Agreement until the Local Government complies and/or
 2. cancelling, terminating, or suspending of the Agreement, in whole or in part.
- F. Incorporation of Provisions: The Local Government will include the provisions of paragraphs (A) through (F) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Local Government will take such action with respect to any subcontract or procurement as the State or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Local Government becomes involved in, or is threatened with, litigation with a subcontractor or supplier because of such direction, the Local Government may request the State to enter into such litigation to protect the interests of the State. In addition, the Local Government may request the United States to enter into such litigation to protect the interests of the United States.

26. Pertinent Non-Discrimination Authorities

During the performance of this Agreement, each party, for itself, its assignees, and successors in interest agree to comply with the following nondiscrimination statutes and authorities; including but not limited to:

- A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- B. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of federal or federal-aid programs and projects).
- C. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), as amended, (prohibits discrimination on the basis of sex).
- D. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27.
- E. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age).

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- F. Airport and Airway Improvement Act of 1982, (49 U.S.C. Chapter 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).
- G. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the federal-aid recipients, subrecipients and contractors, whether such programs or activities are federally funded or not).
- H. Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38.
- I. The Federal Aviation Administration’s Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).
- J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.
- K. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100).
- L. Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

27. Disadvantaged Business Enterprise (DBE) Program Requirements

If federal funds are used:

- A. The parties shall comply with the Disadvantaged Business Enterprise Program requirements established in 49 CFR Part 26.
- B. The Local Government shall adopt, in its totality, the State’s federally approved DBE program.
- C. The Local Government shall incorporate into its contracts with subproviders an appropriate DBE goal consistent with the State’s DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Local Government shall submit its proposed scope of services and quantity estimates to the State to allow the State to establish a DBE goal for each Local Government contract with a subprovider. The Local Government shall be responsible for documenting its actions.
- D. The Local Government shall follow all other parts of the State’s DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the

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Adoption of the Texas Department of Transportation's Federally-Approved Disadvantaged Business Enterprise by Entity, and attachments found at web address http://ftp.dot.state.tx.us/pub/txdot-info/bop/dbe/mou/mou_attachments.pdf.

- E. The Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Local Government shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. The State's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this Agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the Local Government of its failure to carry out its approved program, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).
- F. Each contract the Local Government signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: *The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the recipient deems appropriate.*

28. Debarment Certifications

If federal funds are used, the parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this Agreement, the Local Government certifies that it and its principals are not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549 and further certifies that it will not do business with any party, to include principals, that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this Agreement shall require any party to a subcontract or purchase order awarded under this Agreement to certify its eligibility to receive federal funds and, when requested by the State, to furnish a copy of the certification.

If state funds are used, the parties are prohibited from making any award to any party that is debarred under the Texas Administrative Code, Title 34, Part 1, Chapter 20, Subchapter G, Rule §20.585 and the Texas Administrative Code, Title 43, Part 1, Chapter 9, Subchapter G.

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29. Lobbying Certification

If federal funds are used, in executing this Agreement, each signatory certifies to the best of that signatory's knowledge and belief, that:

- A. No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements, the signatory for the Local Government shall complete and submit the Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The parties shall require that the language of this certification shall be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and all sub-recipients shall certify and disclose accordingly. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

30. Federal Funding Accountability and Transparency Act Requirements

If federal funds are used, the following requirements apply:

- A. Any recipient of funds under this Agreement agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) and implementing regulations at 2 CFR Part 170, including Appendix A. This Agreement is subject to the following award terms: <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf> and <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22706.pdf>.
- B. The Local Government agrees that it shall:
 1. Obtain and provide to the State a System for Award Management (SAM) number (Federal Acquisition Regulation, Part 4, Sub-part 4.11) if this award provides more than \$25,000 in federal funding. The SAM number may be obtained by visiting the SAM website whose address is: <https://www.sam.gov/portal/public/SAM/>
 2. Obtain and provide to the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows federal government to track the distribution of federal money. The DUNS may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet (D&B) on-line registration website <http://fedgov.dnb.com/webform;> and

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3. Report the total compensation and names of its top five executives to the State if:
 - i. More than 80% of annual gross revenues are from the federal government, and those revenues are greater than \$25,000,000; and
 - ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

31. Single Audit Report

If federal funds are used:

- A. The parties shall comply with the single audit report requirements stipulated in 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- B. If threshold expenditures of \$750,000 or more are met during the fiscal year, the Local Government must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Compliance Division, 125 East 11th Street, Austin, TX 78701 or contact TxDOT's Compliance Division by email at singleaudits@txdot.gov.
- C. If expenditures are less than the threshold during the Local Government's fiscal year, the Local Government must submit a statement to TxDOT's Compliance Division as follows: "We did not meet the \$_____ expenditure threshold and therefore, are not required to have a single audit performed for FY _____."
- D. For each year the Project remains open for federal funding expenditures, the Local Government will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the Agreement, unless otherwise amended or the Project has been formally closed out and no charges have been incurred within the current fiscal year.

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32. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this Agreement on behalf of the entity represented.

Each party is signing this Agreement on the date stated under that party's signature.

THE STATE OF TEXAS

THE LOCAL GOVERNMENT

Signature

Signature

Typed or Printed Name

Typed or Printed Name

Typed or Printed Title

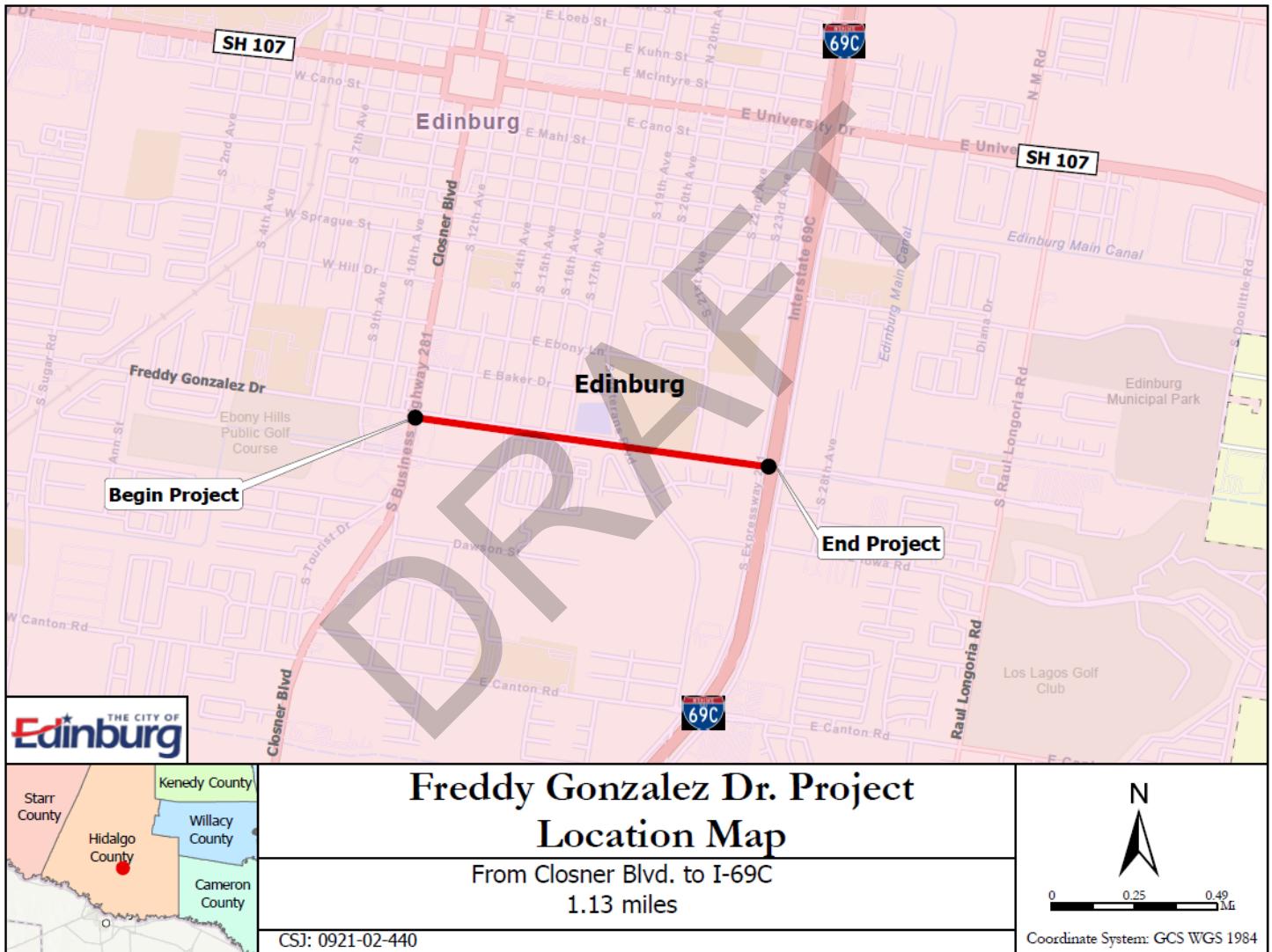
Typed or Printed Title

Date

Date

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ATTACHMENT A LOCATION MAP SHOWING PROJECT



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290ATTACHMENT B PROJECT BUDGET

Costs will be allocated based on the percentages of federal and local funding shown in table below until the federal funding reaches the maximum obligated amount. The Local Government will be responsible for 100% of all project costs exceeding the approved federal funding. The following is an estimated breakdown of the project costs and funding participation:

Description	Total Estimated Cost	Federal Participation		State Participation			Local Participation		
		%	Cost	% Before EDC Adj.	% After EDC Adj.	Cost After EDC Adj.	% Before EDC Adj.	% After EDC Adj.	Cost After EDC Adj.
Preliminary Engineering (by Local Government)	\$370,663	0%	\$0	0%	0%	\$0	100%	100%	\$370,663
Environmental (by Local Government)	\$185,000	0%	\$0	0%	0%	\$0	100%	100%	\$185,000
Right of Way (by Local Government)	\$560,000	0%	\$0	0%	0%	\$0	100%	100%	\$560,000
Utilities (by Local Government)	\$1,000,000	0%	\$0	0%	0%	\$0	100%	100%	\$1,000,000
Construction (by Local Government) (Cat. 7)	\$5,524,955	80%	\$4,419,964	0%	17.8%	\$983,442	20%	2.2%	\$121,549
Construction (by Local Government)	\$555,701	0%	\$0	0%	0%	\$0	100%	100%	\$555,701
Construction Engineering (by Local Government)	\$428,109	0%	\$0	0%	0%	\$0	100%	100%	\$428,109
Subtotal	\$8,624,428		\$4,419,964			\$983,442			\$3,221,022
Engineer. Direct State Costs	\$97,797	0%	\$0	0%	0%	\$0	100%	100%	\$97,797
Environm. Direct State Costs	\$12,225	0%	\$0	0%	0%	\$0	100%	100%	\$12,225
Right of Way Direct State Costs	\$6,112	0%	\$0	0%	0%	\$0	100%	100%	\$6,112
Utility Direct State Costs	\$6,112	0%	\$0	0%	0%	\$0	100%	100%	\$6,112
ROW Direct State Costs (Division Review and oversight)	\$12,224	0%	\$0	0%	0%	\$0	100%	100%	\$12,224
Construction Direct State Costs	\$156,210	0%	\$0	0%	0%	\$0	100%	100%	\$156,210
Indirect State Costs	\$456,232	0%	\$0	0%	100%	\$456,232	0%	0%	\$0
Subtotal	\$746,912		\$0			\$456,232			\$290,680
TOTAL	\$9,371,340		\$4,419,964			\$1,439,674			\$3,511,702

Initial payment by the Local Government to the State : \$134,470

Payment due by the Local Government to the State before Construction: \$156,210

Estimated total payment by the Local Government to the State: \$290,680

This is an estimate. The final amount of Local Government participation will be based on actual costs.

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ATTACHMENT C
RESOLUTION, ORDINANCE, OR COMMISSIONERS COURT ORDER

DRAFT



CITY OF EDINBURG - CITY COUNCIL

Meeting Date: April 1, 2025

APPOINTMENTS

Agenda Item No: 12.A.

Appointments for City Advisory Boards

1. Agenda Item:

Consider Appointments to the Following City Advisory Board, Council, Commission and Committee: Downtown District Steering Committee, One Member; and 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:

Downtown District Steering Committee (1 Member) – It Shall be the Duty of the Board to Identify the Areas of Ownership and Zoning, Finance and Economic Development, Community Use, Compare Similar Communities and Conduct Community Outreach Practices. The Committee Shall Provide Innovative Ideas and Activities for the Future Redevelopment of the Downtown District.

Present Member(s): Vacancy

Applicant(s): Teri Sipes

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., Matthew Cruz, Christine Gerin

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: Downtown District Steering Committee, One Member; and 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: April 1, 2025

APPOINTMENTS

Agenda Item No: 12.B.

Associate Judge(s)

1. Agenda Item:

Discussion, Consideration and Possible Action to Appoint One or More Associate Judge(s) and Authorize the City Manager to Negotiate and Enter Into a Contract for Professional Judicial Services with the Appointed Associate Municipal Court Judge(s). [Josephine Ramirez Solis, City Attorney]

2. Description:

As per Section 29.007 of the Texas Government Code, the Council has the authority, by charter or by ordinance, to appoint associate municipal judges to magistrate with the same power and authority as the presiding (elected judge).

The qualifications for the associate judge(s) are established by ordinance adopted on December 3, 2024, which can be found in Section 30.14 of the municipal code of ordinances.

Municipal Court Judge Hector Bustos, the presiding elected judge, is recommending Katherine G. Perez as an Associate Municipal Court Judge for consideration by council.

3. Staff's Recommendation:

Discussion, Consideration and Possible Action to Appoint One or More Associate Judge(s) and Authorize the City Manager to Negotiate and Enter Into a Contract for Professional Judicial Services with the Appointed Associate Municipal Court Judge(s).

Reviewed by:

Prepared by:

Josephine Ramirez Solis,
City Attorney

Attachments:

None



CITY OF EDINBURG - CITY COUNCIL

Meeting Date: April 1, 2025

CONSENT AGENDA

Agenda Item No: 13.A.

Job Task Order No. 1 Trinity MEP Engineering

1. **Agenda Item:**

Consider Authorizing the City Manager to Enter Into Job Task Order No. 1 with Trinity MEP Engineering Based on RFQ 2024-009, Professional Engineering Services for Edinburg City Hall Sanitary & Domestic Water Line Retrofit in the Amount Not to Exceed \$31,500 and Execute Any Documents Related Thereto Pursuant to City of Edinburg Ordinances and Procurement Policies. [Tomas D. Reyna, Assistant City Manager]

2. **Description:**

On December 12, 2025, and February 10, 2025, City Hall experienced two separate waterline issues. During the repairs, the plumber recommended upgrading the piping system due to its aging condition. A complete design plan will be required for the upgrades to the existing water and sewer system.

Trinity MEP Engineering, LLC submitted a proposal to render MEP Engineering Consultant Services for the “City of Edinburg City Hall Restroom Sanitary and Domestic Water lines retrofit” project. Our scope of work will be as described below for all affected areas on the first and second floors.

Basic Services:

1. Draft existing floor plans in areas needed for the design of the new plumbing system. Additionally, any architectural design of the walls, ceilings, and floor plans will be provided as needed.
2. Assess existing plumbing system conditions.
3. Plumbing re-design and engineered construction documents for the project inclusive of all new sanitary and domestic water piping.
4. All design work noted above will be drawn using AutoDesk Revit 3D BIM Modeling.
5. All mechanical and electrical discipline section specifications.
6. We will provide coordination meetings during the construction document phase.
7. Attend pre-bid meeting with contractors.
8. Receive bids, rank, and evaluate bids.
9. Attend pre-construction meeting with general contractor.
10. Review and evaluate payment applications.
11. Provide observation field reports.
12. Request project Close out documents from general contractor.
13. Review and answer RFI's and Clarifications
14. Review all project submittals and shop drawings.

The Services stated above will total \$31,500. Funding is available in the Building Maintenance's General Fund Operating Budget.

3. **Staff's Recommendation:**

Approve Authorizing the City Manager to Enter Into Job Task Order No. 1 with Trinity MEP

Engineering Based on RFQ 2024-009, Professional Engineering Services for Edinburg City Hall Sanitary & Domestic Water Line Retrofit in the Amount Not to Exceed \$31,500 and Execute Any Documents Related Thereto Pursuant to City of Edinburg Ordinances and Procurement Policies.

Reviewed by:

Prepared by:

Tomas Reyna, Assistant City
Manager

Attachments:

- A. City of Edinburg City Hall Plumbing Retrofit 3.11.25
- B. Job Task Order No 1 Trinity MEP Engineering

PROFESSIONAL SERVICE AGREEMENT

March 11, 2025

Project Name: **City of Edinburg City Hall Sanitary & Domestic Water Line Retrofit**

**City of Edinburg EDC
415 W University Dr.
Edinburg, Texas**

Hereby requests and authorizes Trinity MEP Engineering, LLC ("Trinity") to perform the following engineering consulting services.

Dear Mr. Tom Reyna,

Trinity MEP Engineering, LLC is pleased to submit a proposal to render MEP Engineering Consultant Services for the "**City of Edinburg City Hall Restroom Sanitary and Domestic Water lines retrofit**" project. Our scope of work will be as described below for all affected areas on the first and second floors.

Basic Services:

- Draft existing floor plans in areas needed for our design of the new plumbing system.
 - Additionally, any architectural design of the walls, ceilings, and floor plans will be provided as needed.
- Assess existing plumbing system conditions.
- Plumbing re-design and engineered construction documents for the project inclusive of all new sanitary and domestic water piping.
- All design work noted above will be drawn using AutoDesk Revit 3D BIM Modeling.
- All mechanical and electrical discipline section specifications.
- We will provide coordination meetings during the construction document phase.
- Attend pre-bid meeting with contractors.
- Receive bids, rank, and evaluate bids.
- Attend pre-construction meeting with general contractor.
- Review and evaluate payment applications.
- Provide observation field reports.
- Request project Close out documents from general contractor.
- We will review and answer RFI's and Clarifications
- We will review all project submittals and shop drawings.

Consulting Fee:

For the services stated above, Trinity MEP Engineering, LLC proposes a fee of:

\$31,500 – Thirty-One Thousand Five Hundred Dollars

Approximately 7% of the overall construction cost, estimated construction cost is \$450,000

Engineering fees included in this proposal only apply to items specifically listed in this proposal. No additional items are assumed or included unless requested in writing prior to signing the Professional Services Agreement. Engineering fees for additional work are not included in this proposal.

Additional services required by the Client that may arise and are not outlined above shall be compensated on an hourly basis or per work authorization by Client. Additional services required

by the Client that may arise and are not outlined above shall be compensated on an hourly basis of \$200/hr. per work authorization by Client.

Provided this Scope of Services and basis of compensation is acceptable to you, please sign at the bottom and return a copy to our office.

We appreciate the opportunity to work with you on this project. Please do not hesitate to contact our office should you have any questions.

Client Approval:

Leo Munoz, P.E. – Principal Date

Signature Date

Print Name

PROVISIONS

1. AUTHORIZATION TO PROCEED. Signing this Agreement shall be construed as authorization by CLIENT for Trinity MEP Engineering, L.L.C. to proceed with the Services, unless otherwise provided for in this Agreement.
2. DIRECT EXPENSES. Trinity MEP Engineering, L.L.C.'s Direct Expenses shall be those costs incurred on or directly for the CLIENT's Project, including but not limited to necessary transportation costs including mileage at Trinity MEP Engineering, L.L.C.'s current rate when its automobiles are used, meals and lodging, laboratory tests and analyses, computer services, word processing services, telephone, printing and binding charges. *Reimbursement for these expenses shall be provided to Trinity MEP Engineering, LLC when changes to scope or as additional services are requested by owner/client.*
3. OUTSIDE SERVICES. When technical or professional services are furnished by an outside source, when approved by CLIENT, an additional amount shall be added to the cost of these services for Trinity MEP Engineering, L.L.C.'s administrative costs.
4. COST ESTIMATES. Any cost estimates provided by Trinity MEP Engineering, L.L.C. will be on a basis of experience and judgment. Since Trinity MEP Engineering, L.L.C. has no control over market conditions or bidding procedures, Trinity MEP Engineering, L.L.C. does not warrant that bids or ultimate construction costs will not vary from these cost estimates.
5. PROFESSIONAL STANDARDS. Trinity MEP Engineering, L.L.C. shall be responsible, to the level of competency presently maintained by other practicing professionals in the same type of work in CLIENT's community, for the professional and technical soundness, accuracy, and adequacy of all design, drawings, specifications, and other work and materials furnished under this Agreement. Trinity MEP Engineering, L.L.C. makes no warranty, expressed or implied.
6. ADDITIONAL SERVICES. Services in addition to those specified in Scope of Services will be provided by Trinity MEP Engineering, L.L.C. if authorized in writing or otherwise confirmed by CLIENT. Additional services will be paid for by CLIENT as indicated in any Letter of Proposal, Task Authorization, or such other document as deemed appropriate by CLIENT and Trinity MEP Engineering, L.L.C. In the absence of an express agreement about compensation, Trinity MEP Engineering, L.L.C. shall be entitled to an equitable adjustment to its compensation for performing such additional services.
7. LIMITATION OF LIABILITY. Trinity MEP Engineering, L.L.C.'s liability to the CLIENT for any cause or combination of causes is in the aggregate, limited to an amount no greater than the fee earned under this Agreement.

8. DISPUTE RESOLUTION. All disputes arising out of this Agreement shall be mediated by the parties within a reasonable time after the first request for mediation, prior to either party filing a suit in a court of law, provided, however, that neither party shall be obligated to mediate prior to requesting injunctive relief.

9. ASSIGNMENT TO RELATED ENTITY. Notwithstanding anything in this Agreement to the contrary, in the event Trinity MEP Engineering, L.L.C. is not qualified and licensed in the relevant jurisdiction to provide any Services required hereunder, Trinity MEP Engineering, L.L.C. may, without the consent of any other party, assign all or any part of its obligation to provide such Services to an entity related to Trinity MEP Engineering, L.L.C. which is qualified and licensed to provide such Services in the jurisdiction involved and which is contractually bound to Trinity MEP Engineering, L.L.C. to provide such Services.

10. PAYMENT TO Trinity MEP Engineering, L.L.C./ INTEREST ON PAST-DUE AMOUNTS. Invoices will be issued by Trinity MEP Engineering, L.L.C. for all Services performed under the terms of this Agreement. agrees to pay interest at the rate of 1½% per month on all past-due amounts, unless not permitted by law. Any interest charged or collected in excess of the highest legal rate will be applied to the principal amount owing to Trinity MEP Engineering, L.L.C., and if such interest exceeds the principal balance of CLIENT's indebtedness to Trinity MEP Engineering, L.L.C., will be returned to CLIENT. It is the intent of Trinity MEP Engineering, L.L.C. and CLIENT to abide by all applicable laws regulating the maximum amount of interest that may be charged. CLIENT shall also be responsible for all costs associated with collecting any past-due amounts. To the greatest extent allowed by applicable law, CLIENT and Trinity MEP Engineering, L.L.C. agree that in the event CLIENT and Trinity MEP Engineering, L.L.C. enter into any compromise or settlement calling for the payment of past due principal and accrued and unpaid interest on any past-due invoice, Trinity MEP Engineering, L.L.C. may charge and CLIENT agrees to pay interest on such combined past due principal and accrued and unpaid interest amount (the "New Principal Balance") at the rate of 1½% per month or at the highest rate allowed by law, subject, as provided herein, to Trinity MEP Engineering, L.L.C.'s agreement to credit excess interest or return same to CLIENT after the New Principal Balance is paid. All payment obligations are performable in Hidalgo County, Texas, and CLIENT agrees to submit to the jurisdiction of the courts of the State of Texas in Hidalgo County, Texas for enforcement of all obligations created by this Agreement.

11. Trinity MEP Engineering, L.L.C.'S RIGHT TO SUSPEND SERVICES. If CLIENT fails to pay any amount due Trinity MEP Engineering, L.L.C. under this Agreement, Trinity MEP Engineering, L.L.C. may, in addition to any other rights afforded under this Agreement or at law, suspend Services. Prior to suspending Services, Trinity MEP Engineering, L.L.C. will provide CLIENT with written notice that Trinity MEP Engineering, L.L.C. will suspend Services unless said failure to pay is cured within 7 days from CLIENT'S receipt of Trinity MEP Engineering, L.L.C.'s notice. If CLIENT does not cure the problem within such 7-day period, Trinity MEP Engineering, L.L.C. may suspend Services under this Agreement. In the event of a suspension of Services, (a) Trinity MEP Engineering, L.L.C. shall have no liability to the CLIENT for delay or damage caused the CLIENT because of such suspension of Services, (b) any periods for completion of work shall automatically be extended by the period of such suspension, and (c) before resuming Services, Trinity MEP Engineering, L.L.C. shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Services. Trinity MEP Engineering, L.L.C.'s compensation for the remaining Services and the time schedules shall be equitably adjusted. If the Project is suspended for more than 30 consecutive days, (x) Trinity MEP Engineering, L.L.C. shall be compensated for Services performed prior to notice of such suspension, (y) when the Project is resumed, Trinity MEP Engineering, L.L.C. shall be compensated for expenses incurred as a result of the interruption and resumption of Trinity MEP Engineering, L.L.C.'s Services, and (z) Trinity MEP Engineering, L.L.C.'s compensation for the remaining Services and the time schedules shall be equitably adjusted. To the extent CLIENT'S failure to pay is related to a dispute between the parties, the dispute will be resolved in accordance with Article 10.

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13. TERMINATION. Either CLIENT or Trinity MEP Engineering, L.L.C. may terminate this Agreement with or without cause by giving 7 days' written notice to the other party. In such event CLIENT shall forthwith pay Trinity MEP Engineering, L.L.C. in full for all work previously authorized and performed prior to effective date of termination. If no notice of termination is given, relationships and obligations created by this Agreement shall be terminated upon completion of all applicable requirements of this Agreement.

14. **LEGAL EXPENSES.** In the event legal action is brought by Trinity MEP Engineering, L.L.C. to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions hereby created, CLIENT shall pay Trinity MEP Engineering, L.L.C. reasonable amounts for fees, costs and expenses as may be set by the court.

15. **SEVERABILITY.** In case any one or more of the provisions contained in this Agreement shall be held illegal, the enforceability of the remaining provisions contained herein shall not be impaired thereby.

16. **ELECTRONIC MEDIA.** (a) As a component of the services provided under this Agreement, Trinity MEP Engineering, L.L.C. may deliver electronic copies of certain documents or data (the "Electronic Files") in addition to printed copies (the "Hard Copies") for the convenience of CLIENT. CLIENT and its consultants, contractors and subcontractors may only rely on the Hard Copies furnished by Trinity MEP Engineering, L.L.C. to CLIENT. If there is any discrepancy between any Electronic File and the corresponding Hard Copy, the Hard Copy controls. (b) CLIENT acknowledges that Electronic Files can be altered or modified without Trinity MEP Engineering, L.L.C.'s authorization, can become corrupted and that errors can occur in the transmission of such Electronic Files. CLIENT agrees that it will institute procedures to preserve the integrity of the Electronic Files received from Trinity MEP Engineering, L.L.C. until acceptance. CLIENT further agrees that it will review the Electronic Files immediately upon receipt and conduct acceptance tests within thirty (30) days, after which period CLIENT shall be deemed to have accepted the Electronic Files as received. Trinity MEP Engineering, L.L.C. will undertake commercially reasonable efforts to correct any errors in the Electronic Files detected within the 30-day acceptance period. Trinity MEP Engineering, L.L.C. shall not be responsible to maintain the Electronic Files after acceptance by CLIENT. (c) Trinity MEP Engineering, L.L.C. does not warrant or represent that the Electronic Files will be compatible with or useable or readable by systems used by CLIENT or its consultants, contractors and subcontractors. Trinity MEP Engineering, L.L.C. is not responsible for any problems in the interaction of the Electronic Files with other software used by CLIENT or its consultants, contractors and subcontractors.

GENERAL. Claims, disputes or other matters in question solely between the parties to this Agreement arising out of or relating to this Agreement or breach thereof shall be subject to and decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect unless the parties mutually agree otherwise. Demand for arbitration shall be filed in writing with the American Arbitration Association. A demand for arbitration shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. No arbitration arising out of or relating to this Agreement shall include, by consolidation or joinder, and additional person or entity not a party to this Agreement, except by written consent containing a specific reference to this Agreement signed by the Board of Directors, Trinity MEP Eng., LLC. and any other person or entity consenting to arbitration of any claim, dispute or other matter in question. The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to be the parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof. The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

MEDIATION. In addition to and prior to arbitration, the parties shall endeavor to settle disputes by mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect unless the parties mutually agree otherwise. Demand for mediation shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. A demand for mediation shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for mediation be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.

INDEMNIFICATION. The owner and/or architect shall indemnify and hold harmless Trinity MEP Eng., LLC and all of its personnel from and against any and all claims, damages, losses and expenses (including reasonable attorney fees) arising out of or resulting from the performance of their services provided that any such claim, damages, loss or expense is caused solely by the negligent act, error or omission of the Owner and/or architect, or anyone employed by the Owner and/or architect or anyone for whose acts any of them may be liable.

LIMITATION OF LIABILITY. The development of this project is intended to produce the largest rate of return (benefit) for the owner for their investment (cost). To a lesser degree, the project Architect will also enjoy a benefit (his professional fee) for his investment (professional service), similarly but to a much lesser degree, the Consultant (Trinity MEP Eng., LLC) will also see a benefit for our service investment. As such, the project risk exposure to the various parties shall accordingly recognize this fact. For this reason, Trinity MEP Eng., LLC's limitation for all liabilities shall be limited to our engineering fee for this project. Also refer to the sections above for related discussion.

VERIFICATION OF EXISTING CONDITIONS, Inasmuch as the remodeling and/or rehabilitation of the existing structure requires that certain assumptions be made by the Consultant regarding existing conditions, and because some of these assumptions may not be verifiable without the Client's expending substantial sums of money or destroying otherwise adequate or serviceable portions of the structure, the Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant, its officers, directors, employees and subconsultants (collectively, Consultant) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising out of or in any way connected with this Project, excepting only those damages, liabilities or costs attributable to the sole negligence and willful misconduct by the Consultant.

ATTORNEYS' FEE. Should any action, proceeding, arbitration or mediation be necessary to construe or enforce the provisions of this Agreement, or the rights of parties hereunder, the party prevailing in such action shall be entitled to recover all court costs and reasonable attorneys' fees to be fixed by the court and taxed as part of the judgment. If the terms and conditions contained herein are acceptable to you, please sign and return both copies of this proposal. Trinity MEP Eng., LLC will review any changes, and once acceptable to both parties Trinity MEP Eng., LLC will sign and return one copy to you. The opportunity to provide this professional service is greatly appreciated. Please do not hesitate to call if you have any questions or comments regarding this proposal - agreement.

END OF PROFESSIONAL SERVICE AGREEMENT

THE STATE OF TEXAS § JOB TASK ORDER NUMBER ONE 1 TO THE
AGREEMENT BETWEEN THE CITY OF
EDINBURG AND TRINITY MEP ENGINEERING
COUNTY OF HIDALGO § FOR THE EDINBURG CITY HALL SANITARY
SEWER LINES & DOMESTIC WATER LINES
RETROFITS
CITY OF EDINBURG §

This Job Task Order Number One (1), to the Agreement between the City of Edinburg and Trinity MEP Engineering dated August 20, 2024, is entered into by and between the City of Edinburg (hereinafter referred to as “**City**”), and Trinity MEP Engineering (hereinafter referred to as “**Consultant**”),

RECITALS

WHEREAS, on August 20, 2024 the City Council of Edinburg approved City Manager or his designated appointee to negotiate and enter into a professional services Agreement with the Consultant to provide Architectural Services (hereafter referred to as “Agreement” and attached as Exhibit B). Specifically, it was agreed that the Consultant shall provide Architectural, Services and other as-needed services, in a manner which shall provide the necessary public services through subsequently assigned Job Task Orders; and

WHEREAS, City and Consultant desire to further assign and execute Job Task Order Number One (1) to the Agreement to provide Professional Engineering Services for the Edinburg City Hall Sanitary Sewer Lines & Domestic Water Lines Retrofits as set out in Exhibit “A” attached hereto; and

NOW, THEREFORE, said Job Task Order Number One (1) to the Agreement is hereby agreed to and included in the Agreement to provide for Architectural Services for the Edinburg City Hall Sanitary Sewer Lines & Domestic Water Lines Retrofits at the amount not to exceed the proposed amount of \$31,500.00, as set out in Exhibit “A” attached hereto.

If any of the terms of this Job Task Order Number One (1), including its Exhibits, conflict in any respect with any of the terms of the Agreement, the terms of the Agreement shall control.

This Job Task Order to the Agreement is agreed to and EXECUTED by the duly authorized representative of 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)383-5661
Fax: (956)383-7111

ATTEST:

BY: _____
Clarice Y. Balderas, City Secretary

APPROVED AS TO FORM:

OMAR OCHOA LAW FIRM, P.C.

BY: _____
Josephine R. Solis, City Attorney

TRINITY MEP ENGINEERING, LLC

BY: _____
Leonardo Munoz, P.E., R.M.E.
CEO / President
3533 Moreland Dr. Ste. A
Weslaco, Texas 78596
Phone: (956) 953-0500
Email: leo@trinitymep.com

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

EXHIBIT “A”

PROFESSIONAL SERVICE AGREEMENT

March 11, 2025

Project Name: **City of Edinburg City Hall Sanitary & Domestic Water Line Retrofit**

**City of Edinburg EDC
415 W University Dr.
Edinburg, Texas**

Hereby requests and authorizes Trinity MEP Engineering, LLC ("Trinity") to perform the following engineering consulting services.

Dear Mr. Tom Reyna,

Trinity MEP Engineering, LLC is pleased to submit a proposal to render MEP Engineering Consultant Services for the "**City of Edinburg City Hall Restroom Sanitary and Domestic Water lines retrofit**" project. Our scope of work will be as described below for all affected areas on the first and second floors.

Basic Services:

- Draft existing floor plans in areas needed for our design of the new plumbing system.
 - Additionally, any architectural design of the walls, ceilings, and floor plans will be provided as needed.
- Assess existing plumbing system conditions.
- Plumbing re-design and engineered construction documents for the project inclusive of all new sanitary and domestic water piping.
- All design work noted above will be drawn using AutoDesk Revit 3D BIM Modeling.
- All mechanical and electrical discipline section specifications.
- We will provide coordination meetings during the construction document phase.
- Attend pre-bid meeting with contractors.
- Receive bids, rank, and evaluate bids.
- Attend pre-construction meeting with general contractor.
- Review and evaluate payment applications.
- Provide observation field reports.
- Request project Close out documents from general contractor.
- We will review and answer RFI's and Clarifications
- We will review all project submittals and shop drawings.

Consulting Fee:

For the services stated above, Trinity MEP Engineering, LLC proposes a fee of:

\$31,500 – Thirty-One Thousand Five Hundred Dollars

Approximately 7% of the overall construction cost, estimated construction cost is \$450,000

Engineering fees included in this proposal only apply to items specifically listed in this proposal. No additional items are assumed or included unless requested in writing prior to signing the Professional Services Agreement. Engineering fees for additional work are not included in this proposal.

Additional services required by the Client that may arise and are not outlined above shall be compensated on an hourly basis or per work authorization by Client. Additional services required

by the Client that may arise and are not outlined above shall be compensated on an hourly basis of \$200/hr. per work authorization by Client.

Provided this Scope of Services and basis of compensation is acceptable to you, please sign at the bottom and return a copy to our office.

We appreciate the opportunity to work with you on this project. Please do not hesitate to contact our office should you have any questions.

Client Approval:

Leo Munoz, P.E. – Principal Date

Signature Date

Print Name

PROVISIONS

1. AUTHORIZATION TO PROCEED. Signing this Agreement shall be construed as authorization by CLIENT for Trinity MEP Engineering, L.L.C. to proceed with the Services, unless otherwise provided for in this Agreement.
2. DIRECT EXPENSES. Trinity MEP Engineering, L.L.C.'s Direct Expenses shall be those costs incurred on or directly for the CLIENT's Project, including but not limited to necessary transportation costs including mileage at Trinity MEP Engineering, L.L.C.'s current rate when its automobiles are used, meals and lodging, laboratory tests and analyses, computer services, word processing services, telephone, printing and binding charges. *Reimbursement for these expenses shall be provided to Trinity MEP Engineering, LLC when changes to scope or as additional services are requested by owner/client.*
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6. ADDITIONAL SERVICES. Services in addition to those specified in Scope of Services will be provided by Trinity MEP Engineering, L.L.C. if authorized in writing or otherwise confirmed by CLIENT. Additional services will be paid for by CLIENT as indicated in any Letter of Proposal, Task Authorization, or such other document as deemed appropriate by CLIENT and Trinity MEP Engineering, L.L.C. In the absence of an express agreement about compensation, Trinity MEP Engineering, L.L.C. shall be entitled to an equitable adjustment to its compensation for performing such additional services.
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8. DISPUTE RESOLUTION. All disputes arising out of this Agreement shall be mediated by the parties within a reasonable time after the first request for mediation, prior to either party filing a suit in a court of law, provided, however, that neither party shall be obligated to mediate prior to requesting injunctive relief.

9. ASSIGNMENT TO RELATED ENTITY. Notwithstanding anything in this Agreement to the contrary, in the event Trinity MEP Engineering, L.L.C. is not qualified and licensed in the relevant jurisdiction to provide any Services required hereunder, Trinity MEP Engineering, L.L.C. may, without the consent of any other party, assign all or any part of its obligation to provide such Services to an entity related to Trinity MEP Engineering, L.L.C. which is qualified and licensed to provide such Services in the jurisdiction involved and which is contractually bound to Trinity MEP Engineering, L.L.C. to provide such Services.

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INDEMNIFICATION. The owner and/or architect shall indemnify and hold harmless Trinity MEP Eng., LLC and all of its personnel from and against any and all claims, damages, losses and expenses (including reasonable attorney fees) arising out of or resulting from the performance of their services provided that any such claim, damages, loss or expense is caused solely by the negligent act, error or omission of the Owner and/or architect, or anyone employed by the Owner and/or architect or anyone for whose acts any of them may be liable.

LIMITATION OF LIABILITY. The development of this project is intended to produce the largest rate of return (benefit) for the owner for their investment (cost). To a lesser degree, the project Architect will also enjoy a benefit (his professional fee) for his investment (professional service), similarly but to a much lesser degree, the Consultant (Trinity MEP Eng., LLC) will also see a benefit for our service investment. As such, the project risk exposure to the various parties shall accordingly recognize this fact. For this reason, Trinity MEP Eng., LLC's limitation for all liabilities shall be limited to our engineering fee for this project. Also refer to the sections above for related discussion.

VERIFICATION OF EXISTING CONDITIONS, Inasmuch as the remodeling and/or rehabilitation of the existing structure requires that certain assumptions be made by the Consultant regarding existing conditions, and because some of these assumptions may not be verifiable without the Client's expending substantial sums of money or destroying otherwise adequate or serviceable portions of the structure, the Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant, its officers, directors, employees and subconsultants (collectively, Consultant) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising out of or in any way connected with this Project, excepting only those damages, liabilities or costs attributable to the sole negligence and willful misconduct by the Consultant.

ATTORNEYS' FEE. Should any action, proceeding, arbitration or mediation be necessary to construe or enforce the provisions of this Agreement, or the rights of parties hereunder, the party prevailing in such action shall be entitled to recover all court costs and reasonable attorneys' fees to be fixed by the court and taxed as part of the judgment. If the terms and conditions contained herein are acceptable to you, please sign and return both copies of this proposal. Trinity MEP Eng., LLC will review any changes, and once acceptable to both parties Trinity MEP Eng., LLC will sign and return one copy to you. The opportunity to provide this professional service is greatly appreciated. Please do not hesitate to call if you have any questions or comments regarding this proposal - agreement.

END OF PROFESSIONAL SERVICE AGREEMENT

EXHIBIT “B”



CONTRACT NO.
C-614-24

City Council Approved:
August 20, 2024

To:

Myra L. Ayala, City Manager/Marissa
Mardoqueo Hinojosa, City Engineer/Dayan
Clarice Balderas, City Secretary
Criselda Lozano, Purchasing Manager
Joe Rios, Central Files



From: *Martha Tidwell*
Martha Tidwell Legal Assistant
City Attorney's Office
Phone: (956) 388-8923
Email: mjenkins@cityofedinburg.com

Agreement between the City of Edinburg and Trinity MEP Engineering LLC, for Professional Engineering Services, Pursuant to RFQ 2024-009.

COMMENTS:

08-28-24 Josie, please approve.
08-28-24 Marissa, please have City Manager sign and return to me. Thank you.
08-28-24 Clarice, please attest and return all originals to me for further processing.
09-03-24 Cris, attached is the 1295 for processing. **VIA EMAIL ONLY.**
09-03-24 Dayan, for your files. **VIA EMAIL ONLY.**
09-03-24 Joe, an original/counterpart for Central Files.

C-614-24



MEMORANDUM

DATE: 08/27/2024
TO: Myra L. Ayala, City Manager
FROM: Mardoqueo Hinojosa, P.E., City Engineer  for M.H.

SUBJECT: AGREEMENT – TRINITY MEP ENGINEERING, LLC. – RFQ NO.2024-009

Agreement between the City of Edinburg and Trinity MEP Engineering, LLC. for Professional Engineering Services Rotation 2024-2026 Pursuant RFQ No. 2024-009.

Attachments requiring signatures:

- (1) – Agreement
- (1) – Form 1295

☒ Approved by City Council on 08/20/2024.

City Council approved final form of the agreement on _____.

☐ Approval by City Council not required

☐ Meets purchasing requirements

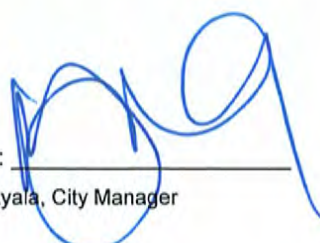
☐ This item is Budgeted

N/A Right-of-way Dedication Exhibits completed and valid (including insurance certificate, if applicable)

Please review and let me know if you have additional questions.

Reviewed by: 

Josephine Ramirez Solis, City Attorney
Job Task Order #1 - Trinity Engineering

Approved by: 

Myra L. Ayala, City Manager

STATE OF TEXAS §
COUNTY OF HIDALGO §
CITY OF EDINBURG §

AGREEMENT BETWEEN THE CITY OF
EDINBURG AND TRINITY MEP ENGINEERING,
LLC. FOR PROFESSIONAL ENGINEERING
SERVICES PURSUANT RFQ NO. 2024-009

The City of Edinburg, Hidalgo County, Texas, a municipal corporation, (hereinafter "**City**") and **Trinity MEP Engineering, LLC.** (hereinafter "**Consultant**"), are the parties to this Agreement.

RECITALS

WHEREAS, City has authorized staff to request proposals for the On-Call Professional Services, the Consultant shall provide for specific projects as may be requested by the City. Such services shall be defined, scheduled, and authorized in subsequent Task Orders. Services may include, but not be limited to Engineering, professional services, and or other as-needed services as stated in Exhibit "A", and

WHEREAS, Consultant has the professional knowledge and abilities to perform the professional engineering and professional services; and

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

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

SECTION I
EMPLOYMENT OF CONSULTANT

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

SECTION II
SERVICES OF CONSULTANT

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

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

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

SECTION III **RESPONSIBILITY OF THE CITY**

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

SECTION IV **RESPONSIBILITIES OF CONSULTANT**

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

Services. If Consultant fails to meet applicable professional standards, Consultant shall without additional compensation correct or revise any errors or deficiencies, with or without request to do so by the City.

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

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

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

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

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

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

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

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

SECTION V

PAYMENT AND FEES

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

A. City hereby agrees to pay a sum not to exceed that which is included in a specific Task Order and authorized by a Notice to Proceed, notwithstanding any contrary indications that may be contained in Consultant's proposal, for services to be performed and reimbursable costs incurred under this Agreement. City shall pay Consultant for services rendered on a lump sum basis pursuant to any specific Task Order and in the manner set forth therein. Consultant shall submit all invoices to City in the manner specified herein. Except as specifically authorized by City in writing, Consultant shall not bill City for duplicate services performed by more than one person. Consultant and City acknowledge and agree that compensation paid by City to Consultant under this Agreement is based upon Consultant's estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Consultant. Consequently, the parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Consultant and its employees, agents, and subcontractors may be eligible. City therefore has no responsibility for such contributions beyond compensation required under this Agreement.

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

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

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

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

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

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

f. Any Services are defective, requiring correction or replacement;

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

h. Liens have been filed in connection with the Services; or

i. Other items entitle City to a set-off against the payment amount.

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

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

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

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

G. The City may, at any time, request Consultant to make changes within the scope of the Services or to perform extra work. If any request by the City for a change or extra work causes an increase or decrease in the cost or the time required for performance of the work, or any change to this Agreement, Consultant shall, within fourteen (14) days from the date it receives the City's request, unless the City Engineer grants additional time in writing, submit in writing a proposal for accomplishing such changed or extra work. This proposal shall define, if applicable, any increase or decrease in cost or time of completion or other change to this Agreement. The City must approve

any change orders, pursuant to the City's Code of ordinances and policies and procedures and any other applicable laws of this State, before making the changes. The City will not be liable for any costs incurred by Consultant from performance of a change or extra work prior to issuance of a change order to this Agreement.

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

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

SECTION VI

TERM OF AGREEMENT

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

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

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

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

E. The City reserves the right to suspend work on the Services, with or without cause, in whole or in part, upon giving notice to Consultant. Consultant shall resume the Services so suspended when directed to do so by the City. The City shall have no liability to Consultant except for charges for Services performed by Consultant and accepted by the City prior to receipt of notice of suspension of Services. If only a portion of the Services are suspended, Consultant shall be compensated only for Services of which are not suspended and are actually performed during such suspension.

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

SECTION VII

MINIMUM INSURANCE REQUIREMENTS

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

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

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

or \$500,000 combined single limits
- D. City's Protective Liability

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

or \$500,000 combined single limits

E. Professional Liability

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

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

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

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

I. Consultant hereby agrees as follows:

1. To punctually pay or cause to be paid all premiums and other sums payable under each insurance policy required to be obtained, kept, and maintained pursuant to this Lease;
2. To maintain in full force and effect the policies required to be carried to the extent so required to be carried pursuant to the terms hereof;
3. To ensure that all Casualty Proceeds are paid to the Party entitled to receive same;

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

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

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

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

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

SECTION IX **CONTROLLING LAW, MANDATORY VENUE, AND FEES AND EXPENSES**

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

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

SECTION X

INDEMNIFICATION

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

B. Consultant agrees to assist City in defense of claims or litigation brought against the City related to this project, including any claims related to design or any other services provided by consultant regarding this agreement.

SECTION XI

LIMITATION OF LIABILITY

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

SECTION XII

AGREEMENT CONSTRUCTION

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

SECTION XIII
NO PENDING LITIGATION

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

SECTION XIV
SEVERABILITY

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

SECTION XV
NOTICE

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

(a) Notices to the City:

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

With a copy to:

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

(b) Notices to Consultant:

Address
City, State Zip Code
Attn.: Contact

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

SECTION XVI **NON-APPROPRIATIONS**

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

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

SECTION XVII **SUCCESSORS AND ASSIGNS**

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

SECTION XIX **CONFLICT OF TERMS**

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

SECTION XX **NO WAIVERS OR ACCORD AND SATISFACTION**

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

B. No failure or delay of any Party, in any one or more instances (i) in exercising any power, right, or remedy under this Agreement or (ii) in insisting upon the

strict performance by the other Party of such other Party's covenants, obligations, or agreements under this Lease, shall operate as a waiver, discharge, or invalidation thereof, nor shall any single or partial exercise of any such right, power, or remedy or insistence on strict performance, or any abandonment or discontinuance of steps to enforce such a right, power, or remedy or to enforce strict performance, preclude any other or future exercise thereof or insistence thereupon or the exercise of any other right, power, or remedy. The covenants, obligations, and agreements of a defaulting Party and the rights and remedies of the other Party upon a default shall continue and remain in full force and effect with respect to any subsequent breach, act, or omission.

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

Section XXI

Notice of Governing Law for State and Federal Grant Projects

The Consultant agrees to abide by all applicable laws and regulations and to make all applicable records and other documentary data available at any time for the purpose of an audit and to ensure compliance with relevant State and federal laws, including but not entirely limited to, those provisions found any future Job Task Orders.

EXECUTED by the parties in triplicate originals on this 20th day of August 2024.

CITY OF EDINBURG:

BY: _____

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

ATTEST:

BY: _____

Clarice Y. Balderas, City Secretary



APPROVED AS TO FORM:

BY: _____

Josephine Ramirez Solis, City Attorney

TRINITY MEP ENGINEERING, LLC.

BY: _____

Leonardo Munoz, P.E., R.M.E.
CEO/President
3533 Moreland Dr. Ste. A
Weslaco, Texas 78596
Phone: (956) 953-0500
Email: leo@trinitymep.com

Attachments: Exhibit "A" RFQ 2024-009, Scope of Services and Proposal
Exhibit "B" Insurance

**EXHIBIT "A" TO AGREEMENT BETWEEN THE CITY OF EDINBURG AND TRINITY
MEP ENGINEERING, LLC. FOR PROFESSIONAL ENGINEERING SERVICES
PURSUANT TO RFQ NO. 2024-009**

TRINITY
MEP ENGINEERING

Statement of Qualifications
RFQ: 2024-9
Engineering Services Request

The logo for Trinity MEP Engineering. The word "TRINITY" is in a large, dark blue, serif font. A small orange triangle is positioned above the letter "N". Below "TRINITY", the words "MEP ENGINEERING" are written in a smaller, dark blue, sans-serif font. The entire logo is centered between two vertical orange bars that run down the left and right sides of the page.

TRINITY

MEP ENGINEERING

Statement of Qualifications

RFQ: 2024-9

Engineering Services Rotation

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- 4. REFERENCES**
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- 6. PROFESSIONAL SERVICE AGREEMENTS**
- 7. CONTACT INFORMATION**

TRINITY

MEP ENGINEERING

City of Edinburg
415 W. University Drive
Edinburg, TX 78539
RFQ No. 2024-9 Engineering Services

Point of Contact/ Primary Person Responsible for RFQ:
Leonardo Munoz, President / CEO, Point of Contact
Trinity MEP Engineering, LLC

Physical Address:
3533 Moreland Dr. Ste A,
Weslaco, TX 78596
956-532-4165 (c) / 956-973-0500 (office) / 956-351-5750 (fax)
leo@trinitymep.com

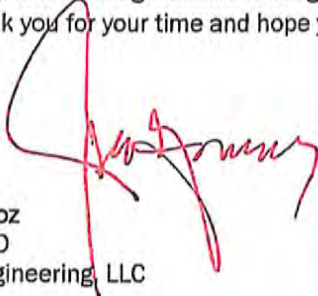
Trinity MEP Engineering, LLC is adept in mechanical, electrical and plumbing design and would love the opportunity to provide these services to the City of Edinburg. We are knowledgeable, experienced, and aptly suited to provide the City of Edinburg a comprehensive evaluation and professional counsel that will be both constructive and advantageous to Edinburg. Trinity MEP Engineering has a proven track record of delivering similar work for various municipalities including but not limited to: Weslaco, Mercedes, Donna, Pharr, San Juan, Alamo, Edinburg, McAllen, Palmhurst, Hidalgo, Bastrop, Cotulla, Roma, Brownsville, La Feria, and Laredo.

Our firm's best attribute is that we are client centric, and we work relentlessly to fulfill our customers' specific needs. We never cut corners by delivering the same prescription for every project, instead we focus on how to best serve the needs of our client. Our focal point is giving the owner an affordable, operable, and maintainable product. By taking an approach that focuses on quality, energy and above all customer satisfaction, we are able to consistently render superior performance on every assignment.

Trinity MEP Engineering has the manpower and commitment to not only complete our scope of work but to assist the client where needed. We have a working facility that lends itself to collective team effort. Our designs consistently convey the passion we have for our work. We use the most up to date technology to place our design concepts into a set of plans that will convey effectively our design intent to the builder. At Trinity MEP Engineering, success means providing the best possible product to a satisfied client.

The City of Edinburg can trust that we will deliver on our promises. We encourage you all to contact our references to gain a thorough understanding of our capabilities. Our philosophy is to let our work speak for itself. We thank you for your time and hope you will consider Trinity MEP Engineering, LLC for your project needs.

Sincerely,



Leonardo Munoz
President / CEO
Trinity MEP Engineering, LLC

Trinity MEP Engineering, LLC | 3533 Moreland Dr. Ste A. | Weslaco, Texas 78596
p: 956-973-0500 f: 956-351-5750 | www.trinitymep.com | Firm F-10362

2. STATEMENT OF QUALIFICATIONS: FIRM QUALIFICATION & EXPERIENCE

Trinity MEP Engineering, LLC, is a HUB certified full-service engineering consulting firm located in Weslaco, Texas. We service the construction industry and provide the design for all HVAC on new construction and existing buildings in the government and private sectors.

Since its establishment in January 2008, our company has experienced strong and sustained growth. Trinity MEP Engineering began with a back room for an office, one employee, and a vision. We envisioned a strong company that would be composed of enthusiastic employees who love what they do, have access to the best technology and software, and produce first-rate work for our customers. Today our company has relocated to new full-scale office in Weslaco, Texas, and is composed of 18 valuable and eager employees. Our employees are able to handle large and smaller assignments. Our approach is to serve our customers' specific needs, regardless of the size of the project.



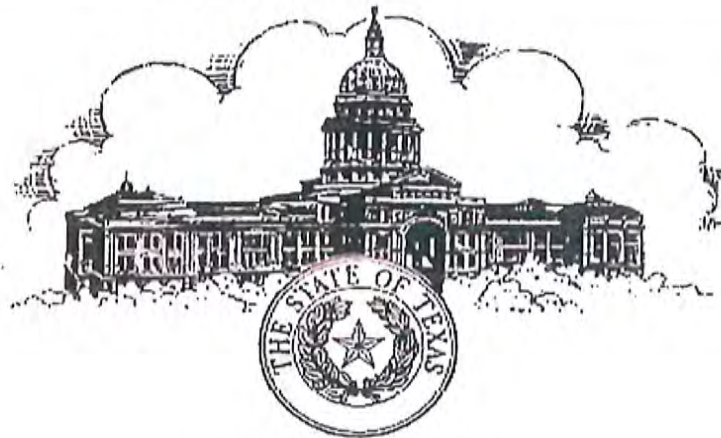
Trinity MEP has over 16 years of experience working with multiple school districts, city entities, and private entities. Our approach to work is one focused on quality, energy, and customer satisfaction. Through our track record, Trinity MEP Engineering has maintained an image of responsibility and success. Our designs consistently convey the passion we have for our work. At Trinity MEP Engineering, success means providing the best possible product, so our customers can be 100% confident that their needs and desires will be met.



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2. STATEMENT OF QUALIFICATIONS

FIRM QUALIFICATION & EXPERIENCE



BE IT KNOWN THAT

Leonardo Munoz

HAVING GIVEN SATISFACTORY EVIDENCE OF QUALIFICATIONS
REQUIRED UNDER THE TEXAS ENGINEERING PRACTICE ACT,
TEXAS CIVIL STATUTES, ARTICLE 3271a, IS GRANTED THIS

LICENSE TO PRACTICE AS A

PROFESSIONAL ENGINEER

IN THE STATE OF TEXAS

PROVIDED THIS LICENSE IS NOT REVOKED AND IS RENEWED ACCORDING TO LAW
ORIGINAL CERTIFICATE ISSUED ON: June 19, 2006.

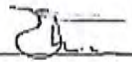
**TEXAS BOARD OF PROFESSIONAL
ENGINEERS AND LAND SURVEYORS**

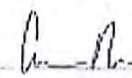
IN WITNESS WHEREOF,

We have hereunto set our hands and affixed the seal of the
Board at the City of Austin, August 01, 2021.



SERIAL
NUMBER **97437**


Dr. Sina K. Nejad, P.E., P.Erg., Board Chair


Catherine Norwood, P.E., Board Secretary

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2. Statement of Qualifications:

FIRM QUALIFICATION & EXPERIENCE

Trinity MEP Engineering, LLC, is a consulting firm providing mechanical, electrical, plumbing, and fire protection system design for a diversity of industries, including educational, commercial, and industrial. Our objective is to understand the vision of the architect or owner and to then design our MEP systems to operate efficiently and effectively with the building. For either business operation or residence, we

receive gratification from creating a comfortable environment. Whatever the project, we aim to improve the energy efficiency as well as the longevity of the product. In all, Trinity MEP Engineering gives the client a comfortable system that is easy to understand, meets all codes, clearances, and regulations, and sustains itself for the life of the building.



Mechanical

- Power transmission and distribution systems
- Medium voltage switchgear
- Motor Control Centers
- Lightening systems
- Power factor correction
- Emergency power and transfer systems
- Life safety protection systems
- Code compliance inspections/report
- Components design and rehabilitation
- Emission control
- Energy analysis and systems

Electrical

- Light level calculations
- Back-up power generators
- Electronic security systems
- Emergency and standby generating systems
- Fire Alarm systems
- Lighting design
- Lightning protection
- Local Area Network
- Nurse Call System
- Primary and secondary electrical distribution systems
- Public address/Intercom System
- Uninterruptible power systems

Plumbing

- Domestic water distribution system
- Boiler systems
- Hot water heating systems
- Hot water recirculation systems
- Reverse osmosis systems
- Compressed air systems(pneumatic)
- Chemical Sanitary and Vacuum waste systems
- Condensate piping
- Laboratory waste systems
- Process waste systems
- Grease and oil waste systems
- Sediment and sand traps systems

2. FIRM QUALIFICATION & EXPERIENCE CONT.

MEP (Mechanical, Electrical, and Plumbing) and Energy Management Engineering Services:

1. Develop complete turnkey construction documents, including all necessary MEP and Energy Management systems engineering design plans and specifications and construction documents for all district-wide construction and general maintenance projects that may be required at any school campus, athletic facilities or administrative support service facilities.
2. Provide on-site project supervision, inspection, and full contract administration services by a Licensed Engineer (in the State of Texas), of all district-wide MEP engineering-related construction and general maintenance projects as required. Daily inspections and observations of project sites by a Licensed Engineer will be required.
3. Conduct MEP engineering designs, feasibility studies, commissioning, assessments, analysis, and evaluations of facilities' MEP systems and provide recommendations and construction documents as required.
4. Conduct building feasibility and/or commissioning studies of MEP and Energy Management facilities operating systems, energy engineering audits and investigation studies and reports, forensic engineering investigations and reports, systems evaluation and design, instrumentation and control analysis and reports, electrical power analysis and design, lighting design, electrical controls and design, and all electrical systems and components upgrades and retrofits as required.
5. Develop MEP and Energy facilities master planning, evaluation and design studies and reports for school campuses, athletic facilities, or administrative support service facilities as required for HVAC, electrical, plumbing and energy management systems.
6. DESIGN ELECTRIC CONTROLS AS REQUIRED FOR ANY CONSTRUCTION OR MAINTENANCE PROJECT.

CONSTRUCTION ADMINISTRATION

At Trinity Engineering, LLC, our professional engineers and project managers oversee construction administration for all Trinity projects, providing on-site quality control throughout the project. Our construction administration services ensure that your project meets or exceeds all local standards and regulations.

We perform key construction-phase activities including responding to requests for information, managing change order and submittal reviews, and scheduling site visits and review meeting.



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2. FIRM QUALIFICATION & EXPERIENCE CONT.

CUSTOMER SATISFACTION

Our gratification comes from a satisfied customer...

At Trinity Engineering, LLC, our gratification derives from satisfying our customers, of which we have two types: design architects and owner direct customers. The owner wants an affordable, maintainable, and operable system: the architect wants a design that complements his or her building. Both want the project to be done well and in a timely manner.

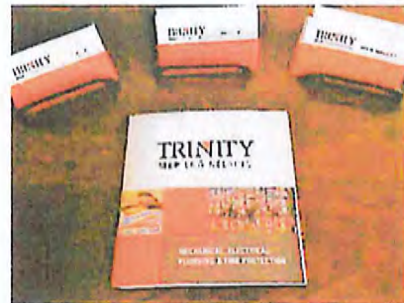


At Trinity MEP Engineering, we satisfy the needs of all our customers. Our designs meet the clients' desires as well as ensure logical thought and efficiency in the product. We provide design plans and specifications that are clear, thus minimizing Requests for Information.

Whether architects or owners, customers can expect to receive a quality product, one that results from time, design experience, and expertise.

Pledge of Excellence

Those of us at Trinity MEP Engineering, LLC, strive to produce excellent quality work in a timely manner that corresponds to the expectations of our clients. With passion and enthusiasm, we look forward to every project, big or small. Our goal is to merit the business and esteem of our clients and build strong relationships for many years to come.



More specifically, within the last 2 years, Trinity MEP Engineering, LLC, has met the MEP needs of various governmental agencies including but not limited to: The City of Edinburg, City of Mercedes, City of Laredo, the City of Mission.

3. TEAM MEMBER QUALIFICATIONS AND EXPERIENCE

KEY PROFESSIONALS

LEONARDO MUÑOZ, P.E, R.M.E/ CEO AND PRESIDENT

PROJECT EXPERIENCE

Brownsville Public Library
Reroofing and HVAC Replacement

Mission Housing Authority Palm
Plaza

City Of McAllen Public Works

Edinburg Arts & Cultural Events
Center

City Of Laredo Sports Complex

City of Mercedes Police
Department



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leo@trinitymep.com

BIOGRAPHY

Leo was raised in Sullivan City, Texas. Born into a migrant family, he spent months traveling to northern states to harvest crops with his family. From a young age, he served as an integral part in his family's economic survival. Leo attributes his past for shaping him into the person he is today: driven, hardworking, and self-assured. It is with the aid of the lessons from his past that he earned a B.S. in Mechanical Engineering from the University of Texas at Austin and ultimately established Trinity MEP Engineering. Leo has accrued more than 21 years of professional practice in South Texas as a Mechanical Engineer.

Leonardo Munoz, PE, RME, is the CEO and owner of Trinity MEP Engineering, LLC. He distinguishes himself from most of the industry's engineers in the breadth of his expertise on all mechanical, electrical, plumbing, and fire protection trades. The dedicated CEO plays an extensive role in overseeing each area of the company – coordinating all aspects of projects, running day-to-day operations, and spending a sizable amount of time meeting with clients to provide the upmost satisfaction.

His role is meeting with clients to define the project school of work, assigning work to his project managers, reviewing work completed with staff and owner, and setting a schedule for project milestone and final delivery. He has been with the company for thirteen years.

REGISTRATION

Registered Professional Engineer – State of Texas, PE No. 97437

Registered Fire Sprinkler Contractor - RME License RME-G 1742178

EDUCATION

University of Texas at Austin, 2001
Bachelor of Science in Mechanical Engineering

MEMBERSHIPS

Texas Society of Professional Engineers National
Society of Professional Engineers American Society of
Heating, Refrigerating, and Air- Conditioning Engineers
American Society of Mechanical Engineers
National Fire Protection Association

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PROJECT EXPERIENCE

Brownsville Public Library
Reroofing and HVAC Replacement

Mission Housing Authority Palm
Plaza

City Of McAllen Public Works

Edinburg Arts & Cultural Events
Center

City Of Laredo Sports Complex

City of Mercedes Police Department



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fidencio@trinitymep.com

FIDENCIO ALVARADO

LEAD PROJECT MANAGER/ SENIOR ELECTRICAL
DESIGNER

BIOGRAPHY

Fidencio Alvarado is the Lead Project Manager and Senior Electrical Designer of Trinity MEP Engineering, LLC. Fidencio has over 17 years of experience in engineering for lighting, power, special systems, construction administration, project management and two years of electrical construction of design/build electrical systems for facilities. His areas of experience include institutional, commercial, residential, healthcare, municipal, and industrial design.

Fidencio Alvarado feels blessed to see the sustained growth of Trinity Engineering. It is his mission that his clients feel respected and receive nothing less than excellent service in a timely manner. It is with his enthusiasm and passion that he looks forward to every project, big or small. He looks forward to working with you and building a strong relationship for years to come. Fidencio's responsibilities include coordination of projects with owners, architects, in-house design team, and contractors as well as running day-to-day operations of the company.

EDUCATION

The University of Texas – Pan – Am
Electrical Engineering

South Texas Community College, 2005
Engineering

Texas State of Technical College, 2005
Design Technology

SKILLS

V.B.O.A.
IEEE

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WILFORD L MCGEE III, P.E.

PRINCIPAL MECHANICAL ENGINEER BIOGRAPHY

PROJECT EXPERIENCE

Brownsville Public Library
Reroofing and HVAC Replacement

Mission Housing Authority Palm
Plaza

City Of McAllen Public Works

Edinburg Arts & Cultural Events
Center

City Of Laredo Sports Complex

City of Mercedes Police Department



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will@trinitymep.com

Wilford L. McGee III, PE, is the Principal Mechanical Engineer for Trinity MEP Engineering. His professional duties are to design mechanical systems, manage projects within our office from inception to completion, assign duties to all his subordinates, review all work as it's being designed, and follow through with construction administration.

Throughout most of his professional workday, he manages to perform his duties while always striving to educate himself and office staff on new product lines and seeks continuing education on all aspects of engineering design system.

Wilford McGee has been with Trinity MEP Engineering since 2009 and has worked on a series of GSA projects. His most recent project was the renovation work to the existing Harlingen Border Patrol Station in Harlingen, Texas. The challenge posed by this project was to remodel the existing facility while always maintaining the building functional. Strategic planning was key for laying out the mechanical system required to meet the objective.

Wilford McGee is determined to educate owners on the best types of mechanical designs and systems based on the owner's needs, occupant classifications, as well as resources available to the end user. These factors are considered to evaluate what type of HVAC system best meets the intended application.

REGISTRATION

Registered Professional Engineer – State of Texas, PE
No. 121939 License Date, December 2015

EDUCATION

University at Texas Pan American, 2009 Bachelor of
Science in Electrical Engineering

MEMBERSHIP

Texas Society of Professional Engineers

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3. TEAM MEMBER QUALIFICATIONS AND EXPERIENCE CONT.

Developing our employees' expertise

Trinity MEP Engineering, LLC is a strong company composed of enthusiastic employees who love what they do, have access to the best technology and software and produce first-rate work for customers. Today our company is composed of 18 valuable and eager employees. Youth and high energy distinguish us from other MEP firms, as we can work quickly and efficiently to have a fast turnaround when need be.

Trinity MEP Engineering is dedicated to providing our personnel with all necessary tools and equipment, including the most current software, technology, and certifications to work at their best. Our long-term goal is to grow into a 20-engineer company, to provide our customers with the highest expertise. As a step towards achieving our goal, we aim to constantly develop our talent. Presently, our personnel are in the process of acquiring various certifications.



3. TEAM MEMBER QUALIFICATIONS AND EXPERIENCE CONT. IN HOUSE PROFESSIONALS

Edgar Limon
Mechanical Designer

Edgar Limon is a South Texas College graduate with an associate degree in Architectural Drafting in 2011. Previously worked in Structural, Milwork, Civil Architectural and now Mechanical Designer. Some duties are compiling HVAC analysis reports, designing, and drafting HVAC layouts and coordinating with vendors for mechanical equipment selection.

Notable Project Experience

Del Rio Elementary, E-Bridge, Harlingen Border Patrol, Well Med Clinics, Tru Fit, LISD Pac/Administration Complex, Evergreen, Webb County Detox

Cesar Garcia
Mechanical Designer

Cesar Garcia is a University of Texas at Brownsville graduate. He has a bachelor's degree in engineering physics with a specialty in Mechanical Engineering. Some of his duties include Project Management, HVAC analysis reports, generating Com-checks, designing, and drafting HVAC systems and coordinates with vendors for mechanical equipment selections.

Notable Project Experience

Webb County Administration Building, LBJ Middle School, Plains Capital Bank, Well Med Clinics, Dental Clinics, Horizon Montessori Public Schools, Affordable Attics, Knapp Pharmacy, Tru Fit Athletics Clubs, STC campuses, beauty/nail salons, barber shops, meat markets, Jimmy, Johns, Kith Chiropractic, Edinburg ACE Building.

Jose Garcia
Mechanical Designer

Jose Garcia is new to Trinity Engineering as he started in February of 2023. His responsibilities include designing and drafting as well as designing HVAC systems.

Notable Project Experience

WISD Elementary Schools, Well Med Clinic, TruFit Athletic Club, F.I.T Lab Fitness, Affordable Attic, Rooms for More, GSA US DOT, Sames Super Center, Kumori Restaurant, Subway, and El Pato

Caleb Givilancz
MECHANICAL DESIGNER

Caleb Givilancz graduated with an associate degree in aviation science generals, Airframe, and Powerplant from Texas State Technical College. He started in May of 2022 and is currently working with the mechanical design team at Trinity MEP engineering. Responsibilities range from basic loads calculation and mechanical design drafting.

Notable Project Experience: The Webb County Fairgrounds arena building in Laredo, TX; Multiple Tru-Fit gym's and Well-Med clinics.

3. TEAM MEMBER QUALIFICATIONS AND EXPERIENCE CONT. IN HOUSE PROFESSIONALS

Jessica Alacron
Electrical Designer

Jessica graduated from The University of Texas Rio Grande Valley with a bachelor's degree in civil engineering and is currently working on the electrical design team at Trinity MEP engineering. Responsibilities range from designing and drafting construction document set, generating com-checks, photometrics.

Notable Project experience: Boys & Girls Club in San Juan, TX, Weslaco FM 88 Plaza in Weslaco, TX, Anita's Tortilleria in Brownsville, TX, Laredo Logistics, and Multiple Tru-Fit Gyms and Apartments.

Sergio Castillo
Electrical Engineer

Sergio Castillo is a graduate of STC. He has 9 years of experience as an electrical designer. Some of his duties include developing accurate and precise product designs, complying with recognized drafting standards, company practices, policies, and procedures.

Notable Project Experience

New Brownsville Academic Center, Mercedes El Norte Subdivision, La Feria Elementary School, McAllen Laurel Electrical Service, Edinburg Arts, Culture & Event ACE Center, STISD Rising Scholars Academy, STC Starr County Campus - Welding Lab Expansion, United ISD- Ruiz Elementary School Renovations

Enoch Gonzalez
Electrical Designer

Enoch Gonzalez graduated with honors from the South Texas College, Architectural and Engineering Design Technology program and is currently working on the electrical design team at Trinity MEP engineering. Responsibilities range from basic design development to completed construction document set.

Notable project experience: The Casa Verde mixed-occupancy building in Laredo, TX, The Euclid St. residential in San Antonio TX., the Linn-San Manuel Veterans Park in Edinburg, TX., Multiple Tru-Fit gym, Well-Med clinic, and Affordable Attic projects.

Melissa Perez
Electrical Designer

Melissa joined the Trinity MEP team in late April of 2024. She is certified in HVAC/R from South Texas College, has her Universal EPA Certification and is currently working on her Associates. She has 5 years of PSM experience in the HVAC/R industry as an Ammonia Refrigeration Operator/Tech. She has been drafting in AutoCAD since 1999. Working on projects ranging from remodels, new floor plans, elevations, plot plans, and windstorm plans for commercial, industrial, and residential properties.

Notable project experience: Mechanical Integrity for Shintech Freeport, TX

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3. TEAM MEMBER QUALIFICATIONS AND EXPERIENCE CONT. IN HOUSE PROFESSIONALS

Jesus Venegas
Plumbing Designer

Jesus Venegas is a South Texas College Graduate. He has over 12 years of experience. Some of his duties include drafting plumbing and fire protection systems in AutoCAD and Revit, project setups & inspecting projects, meeting company BIM standards from initial startup to the final construction of documents delivered, preparing ComChecks, provision BIM solutions assistance to MEP project.

Notable Project Experience

South Texas ISD Rising Scholars Academy, South Texas Veterinary Ophthalmology STVO, JEEP Dealership, Mercedes Police Department, Valley Food Bank, Schlitterbahn, Santana Textiles, DPS McAllen.

Juan Gonzalez
Plumbing Designer

Juan Gonzalez is a South Texas College graduate. He has 18 years of experience as a drafter with the last 10 years of plumbing experience. Some of his duties include plumbing systems design for commercial and industrial facilities and equipment selection.

Notable Project Experience

Zapata Museum, Weslaco Airport, La Feria Elementary, Sam Houston Elementary, Sacred Heart Church, PSJA Stadium Renovations, Progreso Technology Building, King Ranch Hunting Lodge.

Jorge A. Garza
Plumbing Designer

Jorge Garza, Marine Corps veteran, earned an Architectural and Engineering Design Technology Certificate from South Texas College. He has been with Trinity Engineering since May 2022. His current responsibilities include Designing & Drafting plumbing and fire protection plans using CAD or Revit, communicating tasks with project managers, input information to ComCheck reports, and running calculations for water demands, gas demands, and sewer drainage.

Notable project experience: Volvo Mack Laredo Dealership, Palmhurst City Hall, St. Charles Restaurant, Mercury Warehouse, TruFit, Murfreesboro, TN

Noe Martinez
CAD/ Revit BIM Technician

Noe Martinez is a South Texas College Graduate with an associate degree in Precision Manufacturing Technology. He began with Trinity MEP in April of 2022. His responsibilities include new project clean and set up, project updates and creating MEP PDF documents as advances are made in projects timeline.

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TRINITY

MEP ENGINEERING

3. Team Member Qualifications and Experience

Flow Chart

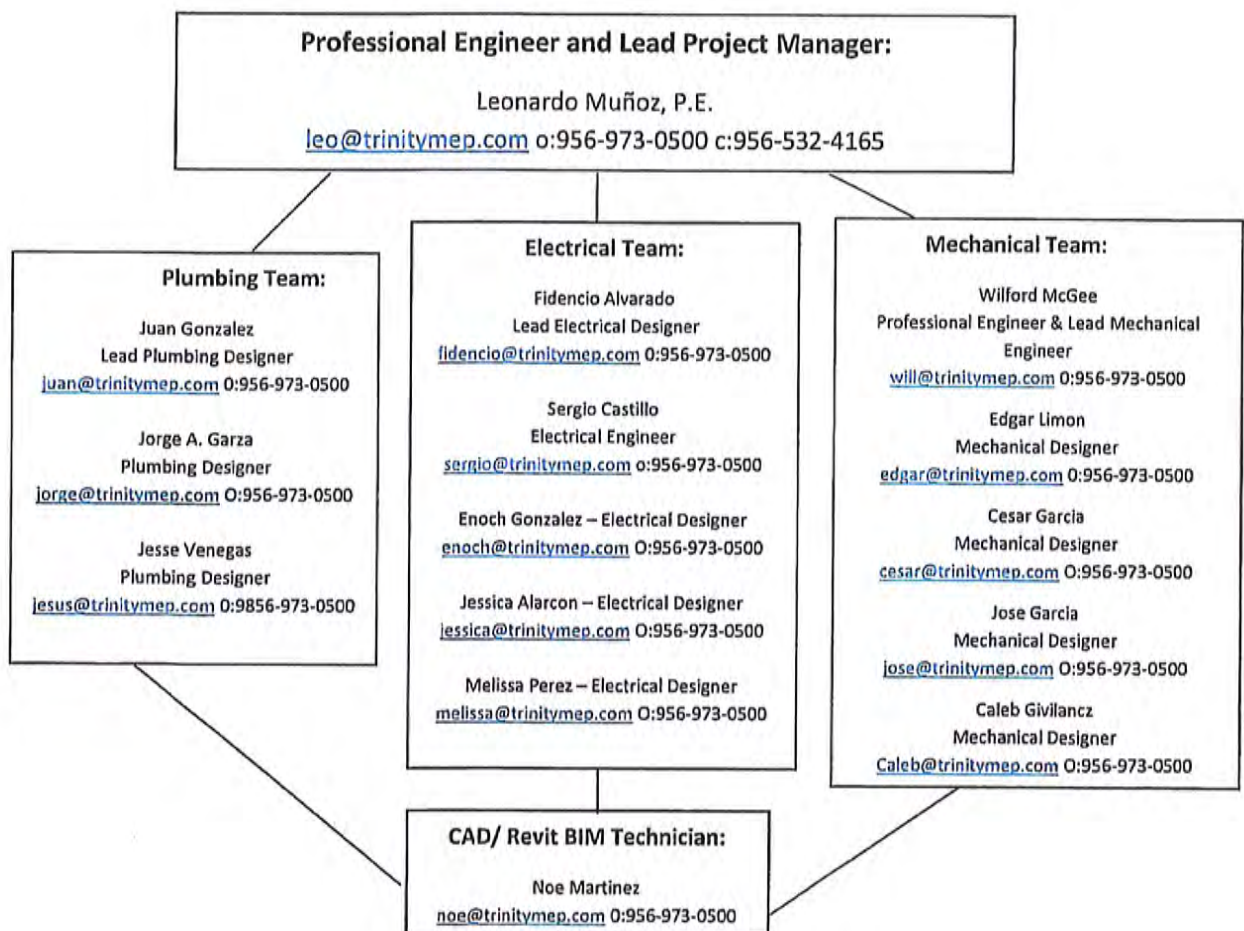
Project Team

FLOW CHART – ROLES

If awarded the Services Contract for this RFQ Trinity MEP Engineering will be working as a Prime Firm to provide the mechanical, electrical, and plumbing design for projects. Trinity Engineering is committed to provide 100% of our time and attention to this project to meet the scheduled milestones.

Currently, Trinity employees are working relentlessly to fulfill our customers' specific needs. As engineers, we do not issue the same prescription for every project. We feel for our customer's needs and focus on giving the owner an affordable, operable, and maintainable product. Every project design is catered to the owner's maintenance level needs at Trinity MEP Engineering.

The individuals assigned to the project will be committed for the entire duration of the project.



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4. REFERENCES

Recent Work:

1. Project: Edinburg Arts & Cultural Event Center

Project Owner: City of Edinburg

Point of Contact: Brian Godinez, ERO ARCHITECTS

Phone #: 956-655-4655

Brief Description:

Provided mechanical, electrical, and plumbing engineering design and specifications for a new 45,000 SF facility. Facility will serve as a downtown venue to host local conferences, cultural art exhibits, live performances, classes and community events. The overall budget of this facility was \$14 Million. Our design consisted of the following:

- **Mechanical Design**
 - Heating and Cooling Loads for the facility / "Manual J" Calculations"
 - HVAC design and engineered construction documents for the project inclusive of all mechanical equipment selection "Manual S", ductwork sizing, ductwork accessories, piping, and equipment controls. Design shall conform to the Mechanical Code adopted by the local municipality.
- **Electrical Design**
 - Electrical design and engineered construction documents for the project inclusive of building interior and site lighting, data and special systems rough-ins, general power distribution, equipment power connections, & electrical service size and power demand load calculation. Design shall conform to the National Electrical Code as adopted by the local municipality.
- **Plumbing Design**
 - Plumbing design and engineered construction documents, in 2D and isometrics, for the project inclusive of all work to 5 feet outside the foundation for the sanitary / vent / water / condensate, plumbing fixtures, piping accessories. Design shall conform to the Plumbing & Gas Codes as adopted by the local municipality.
- **Energy Conservation Report (ComCheck) for the Mechanical Equipment, Lighting System, and Water Heaters.**

4. REFERENCES

Recent Work:

2. Project: City of Laredo Sports Complex

Project Owner: City of Laredo

Point of Contact: Juan Homero Sanchez, AIA

Phone #: 956-723-1360 / 956-794-0198

Brief Description:

Provided mechanical, electrical, and plumbing engineering design and specifications for a new (10) baseball fields and (4) tennis court park. Facility included restrooms, concession, IT rooms, press boxes.

Mechanical Design

- Heating and Cooling Loads for the facility / "Manual J" Calculations"
- HVAC design and engineered construction documents for the project inclusive of all mechanical equipment selection "Manual S", ductwork sizing, ductwork accessories, piping, and equipment controls. Design shall conform to the Mechanical Code adopted by the local municipality.
- Electrical Design
 - Electrical design and engineered construction documents for the project inclusive of building interior and site lighting, data and special systems rough-ins, general power distribution, equipment power connections, & electrical service size and power demand load calculation. Design shall conform to the National Electrical Code as adopted by the local municipality.
- Plumbing Design
 - Plumbing design and engineered construction documents, in 2D and isometrics, for the project inclusive of all work to 5 feet outside the foundation for the sanitary / vent / water / condensate, plumbing fixtures, piping accessories. Design shall conform to the Plumbing & Gas Codes as adopted by the local municipality.
- Energy Conservation Report (ComCheck) for the Mechanical Equipment, Lighting System, and Water Heaters.

4. REFERENCES

Recent Work:

3. Project: Brownsville Public Library Reroofing and HVAC Replacement

Project Owner: City of Brownsville

Point of Contact: Roberto Ruiz

Phone #: 956-350-9195

Brief Description:

Provided mechanical engineering design drawings and specifications for the replacement of (13) New Roof Top Mounted Air Conditioning Units.

- Mechanical Design
 - Heating and Cooling Loads for the facility / "Manual J" Calculations"
 - HVAC design and engineered construction documents for the project inclusive of all mechanical equipment selection "Manual S", ductwork sizing, ductwork accessories, piping, and equipment controls. Design shall conform to the Mechanical Code adopted by the local municipality.
- Electrical Design
 - Electrical design and engineered construction documents for the project inclusive of equipment power connections, Design shall conform to the National Electrical Code as adopted by the local municipality.
- Plumbing Design
 - Plumbing design and engineered construction documents, in 2D and isometrics, for the project inclusive of all work to 5 feet outside the foundation for the condensate piping. Design shall conform to the Plumbing & Gas Codes as adopted by the local municipality.
- Energy Conservation Report (ComCheck) for the Mechanical Equipment.

4. REFERENCES

PAST PROJECTS WITH THE CITY OF EDINBURG

City of Edinburg Park Restrooms

Edinburg Ebony Hills Golf Club Assessment

Edinburg Bicentennial Park

Edinburg Recreation Center El Tule

Edinburg Park Restrooms at Various Locations

**City of Edinburg Wastewater Treatment Plant
Generator Replacement**

Edinburg EDC Park

City of Edinburg Basketball Courts Lighting

Edinburg Volleyball Courts Lighting

Edinburg Animal Clinic

Edinburg Park Lighting at Various Locations

5. INSURANCE

Claim History for the Past 5 Years

Trinity MEP Engineering, LLC has not had any claims for the past five (5) consecutive years.

ACORD		CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 07/10/2024		
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER. IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).						
PRODUCER McAfee Insurance Agency P. O. Box 625 321 Second Street Mercedes TX 78570		CONTACT NAME: Carmen Trujillo PHONE (US): (956) 565-2481 EMAIL: carment@mcfeeagency.com ADDRESS:		INSURER(S) AFFORDING COVERAGE INSURER A: Hartford Underwriters Inc. Co. INSURER B: Trumbull Insurance Company INSURER C: Certain Underwriters at Lloyd's London INSURER D: INSURER E: INSURER F:		
INSURED Trinity MEP Engineering LLC 3533 Moreland Dr Ste A Weslaco TX 78596				NAIC # 30104		
COVERAGES CERTIFICATE NUMBER: 2024-2025 REVISION NUMBER:						
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
INSR LTR	TYPE OF INSURANCE	ADDITIONAL INFO	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☒ OCCUR ☐ GEN. AGGREGATE LIMIT APPLICABLE ☒ POLICY ☐ RET. ☐ LOG ☐ OTHER	Y	65 SBA 008J13	02/08/2024	02/08/2025	EACH OCCURRENCE \$ 1,000,000 AGGREGATE LIMIT \$ 1,000,000 MED. EXP. (per person) \$ 10,000 IN. MEDICAL & ADV. FEES \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS & COMPLECTIONS \$ 2,000,000
	☒ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED ☒ AUTOS ONLY ☐ RENTED ☐ AUTOS ONLY		65 SBA 008J13	02/08/2024	02/08/2025	COMBINED SINGLE LIMIT (per accident) \$ 1,000,000 BODILY INJURY (per person) \$ BODILY INJURY (per accident) \$ PROPERTY DAMAGE (per accident) \$ UNINSURED MOTORIST \$
A	☒ UMBRELLA LMB ☐ EXCESS LMB ☐ RETENTION \$ 10,000		65 SBA 008J13	02/08/2024	02/08/2025	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
B	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROVIDER/CONTRACTOR/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Indemnity is not) IF YES, DESCRIBE UNDER DESCRIPTION OF OPERATIONS/LOCATIONS	Y/N N/A	65 WEC 008J28	02/08/2024	02/08/2025	☒ PER STATUTE ☐ OTHER EL EACH ACCIDENT \$ 1,000,000 EL DISEASE - EMPLOYEES \$ 1,000,000 EL DISEASE - EMPLOYERS \$ 1,000,000 General Aggregate \$1,000,000 Errors & Omissions \$1,000,000 Breach of Contract \$1,000,000
C	Professional Liability		PS10030877417	02/08/2024	02/08/2025	
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Certificate Holder is included as Additional Insured as required by written contract						
CERTIFICATE HOLDER City of Edinburg 415 W University Dr Edinburg TX 78539				CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE:		

ACORD 25 (2016/03)

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Trinity MEP Engineering, LLC | 3533 Moreland Dr. Ste A. | Weslaco, Texas 78596
 p: 956-973-0500 f: 956-351-5750 | www.trinitymap.com | Firm F-10362

6. PROFESSIONAL SERVICES AGREEMENT

The Professional Services Agreement has been read. If awarded the services contract for this RFQ, Trinity MEP Engineering will meet the prerequisite insurance requirements, and the firm.

7. FIRM CONTACT INFORMATION

LEONARDO MUNOZ, P.E., R.M.E.

CEO AND PRESIDENT

Trinity MEP Engineering, LLC

3533 Moreland Dr. Ste. A

Weslaco, TX 78596

T: (956) 953-0500

F: (956) 351-5550

Texas Registered Engineering

Firm – F10362



www.trinitymep.com

Contact 1: Leonardo Muñoz, P.E. leo@trinitymep.com

Contact 2: Fidencio Alvarado fidencio@trinitymep.com
Lead Project Manager/ Electrical Designer

**EXHIBIT "B" TO AGREEMENT BETWEEN THE CITY OF EDINBURG AND TRINITY
MEP ENGINEERING, LLC. FOR PROFESSIONAL ENGINEERING SERVICES
PURSUANT TO RFQ NO. 2024-009**



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/10/2024

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

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

PRODUCER McAfee Insurance Agency P. O. Box 625 321 Second Street Mercedes TX 78570	CONTACT NAME: Carmen Trujillo PHONE (A/C, No, Ext): (956) 565-2481 FAX (A/C, No): (956) 565-2733 E-MAIL ADDRESS: carment@mcafeeagency.com																					
INSURED Trinity MEP Engineering LLC 3533 Moreland Dr Ste. A Weslaco TX 78596	<table border="1"><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A:</td><td>Hartford Underwriters Ins. Co.</td><td>30104</td></tr><tr><td>INSURER B:</td><td>Trumbull Insurance Company</td><td></td></tr><tr><td>INSURER C:</td><td>Certain Underwriters at Lloyd's London</td><td></td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Hartford Underwriters Ins. Co.	30104	INSURER B:	Trumbull Insurance Company		INSURER C:	Certain Underwriters at Lloyd's London		INSURER D:			INSURER E:			INSURER F:		
INSURER(S) AFFORDING COVERAGE		NAIC #																				
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INSURER E:																						
INSURER F:																						

COVERAGES

CERTIFICATE NUMBER: 2024-2025

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y		65 SBA BD8J13	02/08/2024	02/08/2025	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000						
	MED EXP (Any one person) \$ 10,000						
	PERSONAL & ADV INJURY \$ 1,000,000						
A	☒ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000			65 SBA BD8J13	02/08/2024	02/08/2025	GENERAL AGGREGATE \$ 2,000,000
	PRODUCTS - COMP/OP AGG \$ 2,000,000						
	OTHER: \$						
	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000						
A	☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY			65 SBA BD8J13	02/08/2024	02/08/2025	BODILY INJURY (Per person) \$
	BODILY INJURY (Per accident) \$						
	PROPERTY DAMAGE (Per accident) \$						
	OTHER: \$						
A	☒ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000			65 SBA BD8J13	02/08/2024	02/08/2025	EACH OCCURRENCE \$ 1,000,000
	AGGREGATE \$ 1,000,000						
	OTHER: \$						
	PER STATUTE ☒ OTH-ER ☐						
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	65 WEC BD8J28	02/08/2024	02/08/2025	E.L. EACH ACCIDENT \$ 1,000,000
	E.L. DISEASE - EA EMPLOYEE \$ 1,000,000						
	E.L. DISEASE - POLICY LIMIT \$ 1,000,000						
	General Aggregate \$1,000,000						
C	Professional Liability			PSM0039877417	02/08/2024	02/08/2025	Errors & Omissions \$1,000,000
	Breach of Contract \$1,000,000						

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

Certificate Holder is included as Additional Insured as required by written contract.

CERTIFICATE HOLDER

CANCELLATION

City of Edinburg 415 W University Dr Edinburg TX 78539	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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EXHIBIT “C”

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/24/2025

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

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PRODUCER USI Southwest 9811 Katy Freeway, Suite 500 Houston, TX 77024 855 874-1450	CONTACT NAME: Diane Haslam	
	PHONE (A/C, No, Ext): 346.336.2505	FAX (A/C, No): 610.362.8216
	E-MAIL ADDRESS: diane.haslam@usi.com	
INSURED Trinity Mep Engineering pllc 3533 Moreland Dr Weslaco, TX 78596	INSURER(S) AFFORDING COVERAGE	
	INSURER A : Hartford Underwriters Insurance Company	NAIC # 30104
	INSURER B : Hartford Casualty Insurance Company	29424
	INSURER C : Hiscox Insurance Company Ltd	NONAIC
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	X		65SBABD8J13	02/08/2025	02/08/2026	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS NON-OWNED AUTOS ONLY	X		65SBABD8J13	02/08/2025	02/08/2026	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$10,000			65SBABD8J13	02/08/2025	02/08/2026	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	65WECBD8J28	02/08/2025	02/08/2026	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C	Professional Liability			ANE553001225	03/03/2025	03/03/2026	Each Claim :\$ 1,000,000 Aggregate: \$1,000,000 Retention: \$5,000

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

City of Edinburg is listed as Additional Insured

CERTIFICATE HOLDER

CANCELLATION

City of Edinburg 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 



CITY OF EDINBURG - CITY COUNCIL

Meeting Date: April 1, 2025

CONSENT AGENDA

Agenda Item No: 13.B.

Amendment to Agreement with City of McAllen

1. Agenda Item:

Consider Approving an Amendment to the Interlocal Agreement Between the City of Edinburg and the City of McAllen, Texas for the Disposal of Non-Hazardous Solid Waste at the Edinburg Regional Sanitary Landfill Facility. [Ramiro L. Gomez, Director of Solid Waste Management]

2. Description:

Staff is requesting the City Council's approval of an agreement between the City of Edinburg and the City of McAllen for the disposal of Non-Hazardous Solid Waste.

Currently, the City of McAllen disposes of its solid waste at the Edinburg Regional Landfill under an interlocal agreement that is set to expire on September 30, 2028. In order to forge Regional Cooperation and update the current agreement with new service options, both McAllen and Edinburg negotiated a new agreement that included a discount rate of \$1.00 per ton, setting the new rate at \$16.25 per ton. The discount, which will be reviewed annually, is based on a growth rate that reflects a 1% increase in tonnage. This agreement is for an additional ten (10) years ending on September 30, 2035, with automatic extension of two (2) five-year terms at the current rate or at mutually agreed-upon rates.

The agreed-upon discounted rate of disposal for this contract is \$16.25 per ton for Municipal Waste. Approximately 151,407 tons of waste are collected and disposed of during FY 2023-2024 at a cost of \$2,584,482.

Staff have verified that no monies are owed to the City by the City of McAllen.

3. Staff's Recommendation:

Approve Amendment to the Interlocal Agreement Between the City of Edinburg and the City of McAllen, Texas for the Disposal of Non-Hazardous Solid Waste at the Edinburg Regional Sanitary Landfill Facility.

Reviewed by:

Ramiro Gomez, Director of Solid Waste Management

Prepared by:

Deyra Marquez, Customer Service Specialist

Attachments:

A. City Of McAllen Agreement

STATE OF TEXAS	§	WASTE DISPOSAL AGREEMENT
COUNTY OF HIDALGO	§	BETWEEN THE CITY OF EDINBURG
CITY OF EDINBURG	§	AND THE CITY OF MCALLEN

This Agreement is made and entered into as of March ____, 2025 (the "Effective Date"), by and between the City of McAllen, a municipal Texas corporation with offices situated at -1300 Houston Ave. McAllen, Tx. 78501, Hidalgo County, Texas ("**COM**"), and the City of Edinburg, a municipal home rule Texas corporation situated at 415 W. University Dr. Edinburg, Tx 78539, Hidalgo County, Texas ("**COE**"), owner and operator of the Department of Solid Waste Management - Waste Collection and Disposal Services, situated at 8601 North Jasman Road in Edinburg, Texas ("**SWM**"), pursuant to the provisions of the Texas Interlocal Cooperation Act.

WHEREAS, the **COM** desires to amend their current MSW Disposal Contract, made effective October 1, 2014 and the Memorandum of Agreement dated October 7, 2014 with the **COE** for the handling, processing and/or disposal of non-hazardous solid waste material(s) and recyclables, subject to the terms and conditions of this Agreement; and

WHEREAS, the accumulation of garbage, litter, rubbish, junk and other deleterious substances constitutes a public hazard and nuisance; greatly increasing the danger of the spread of infectious, contagious and epidemic diseases; and

WHEREAS, to promote regional cooperation between **COM** and **COE** in supporting waste reduction and disposal programs; both have agreed to work cooperatively in the implementation of such programs; and

WHEREAS, the **COM** collects and/or arranges for disposal of non-hazardous solid wastes from within the **COM**; and

WHEREAS, the **COE** continues to develop a Curbside Recycling Program; and

WHEREAS, the **COM** and **COE** require the handling, processing(recycling) or disposal of such waste materials; and

WHEREAS, the **COM** has agreed to allow the **COE** to utilize the McAllen Recycling Center for the processing of Edinburg's Curbside Recycling Program's materials; and

WHEREAS, the **COE** owns and operates a landfill, more specifically a Regional Type I and Type IV Sanitary Landfill(s) (the "Landfill"), pursuant to Permit No. 956C and/or Permit No. 2302, issued by the Texas Commission on Environmental Quality ("TCEQ"); and

WHEREAS, both the **COM** and **COE** have the capability and capacity, for the collection, processing and disposal of such waste materials.

NOW, THEREFORE, for and in consideration of the premises and mutual promises, covenants and agreements hereinafter set forth, and intending to be legally bound, the **COM** and the **COE** agree as follows:

I. OBLIGATIONS OF CITY OF EDINBURG

- A. Type of Waste:** During the term of this Agreement, the **COE** shall accept for disposal at the Landfill non-hazardous solid waste delivered to the Landfill from the **COM**, including, but not limited to, trash, scrap food, leaves, grass, brush, bottles, cans, cardboard boxes, glass, and small dead animals (hereinafter said acceptable solid waste referred to as the "Waste Material"), but excluding radioactive, volatile, highly flammable, explosive, toxic or hazardous waste. In addition, the **COE** will not accept for disposal any material in violation of its operating permit. The term "hazardous waste" as used herein shall include, but not be limited to, any amount of waste listed or characterized as hazardous by the United States Environmental Protection Agency ("EPA") or any agency of the State of Texas pursuant to the Resource Conservation and Recovery Act of 1976, as amended and including future amendments thereto, and any applicable state or federal regulations or laws. Title to the Waste Material delivered to the Landfill shall only be transferred to and rest with the **COE** at the time that the Waste Material is unloaded at the working face, inspected and deemed acceptable under current state and/or federal Waste Acceptance and Screening Regulations. Until such time, all title, risks and responsibilities associated with the Waste Material shall be borne by the **COM**. If excluded material is delivered to the Landfill, it shall be the sole responsibility of the **COM**, under the **COE** or its representative's direction, to contract the removal, hauling and disposal of the excluded material to an approved disposal site at the expense of the **COM**. If fines, penalties, or other similar assessments ("Fines") are levied against the **COE** by any governmental, regulatory, or other similar entity due to the **COM**'s noncompliance, the **COM** shall be responsible to pay such Fines.
- B. Compliance:** Edinburg agrees to accept from the **COM** for disposal at the Landfill all acceptable waste material delivered from the **COM**. The **COE** agrees to operate in compliance with all applicable laws and regulations.
- C. Hours of Operation:** The minimum hours of operation of the Landfill shall extend from 7:00 a.m. to 6:00 p.m., Monday through Friday, and 7:00 a.m. to 1:00 p.m. on Saturdays. Edinburg agrees to accept Waste Material transported from the **COM** to the Landfill at all other times, at the **COM**'s request, subject to payment by the **COM** of an additional sum per ton for such "off-hour" operations as provided in Paragraph II-E. The **COM** shall notify the **COE** at least 24 hours in advance of such a request.

II. OBLIGATIONS OF CITY OF MCALLEN

A. MSW: The **COM** agrees to deliver to the Landfill all non-hazardous solid waste, which is collected, processed or produced by and deemed for disposal by the **COM**. Individual vehicle net weight for billing shall be based on tare weight.

B. Rates for Disposal: The **COM** agrees to pay **COE** the following all-inclusive sums for such disposal, less discounts described below (if applicable):

MSW DELIVERED:

- | | |
|--|--|
| 1. Solid Waste (MSW) ----- | \$17.25 per ton (including all state fees and taxes) |
| 2. Construction/demolition/brush (C/D) ----- | \$15.50 per ton (including all state fees and taxes) |
| 3. Sludge ----- | \$14.00 per ton |
| 4. Dead Animal Disposal ----- | \$17.00 per cubic yard plus a \$25 immediate disposal and cover up fee |

TIRES IN WASTE STREAM AS FOLLOWS:

- | | |
|---|---------------|
| 1. Passenger (16" wheel size or less) ----- | \$ 5.00 each |
| 2. Truck (17" to 24" wheel size) ----- | \$8.00 each |
| 3. Tractor (25" to 30" wheel size) ----- | \$20.00 each |
| 4. Heavy Equipment (over 30" in size) ----- | \$150.00 each |

TIRES DELIVERED:

- | | |
|---------------------------------|----------------|
| 1. Tires 20 yard open top ----- | \$ 377.00 each |
| 2. Tires 30 yard open top ----- | \$ 395.00 each |
| 3. Tires 40 yard open top ----- | \$ 490.00 each |

C. RECYCLING AND COMPOSTING:

1. Edinburg agrees to meet the McAllen's Recycling Center guidelines concerning the type and condition of waste being dropped off from Edinburg's Curbside Recyclables Program to ensure the elimination of any potential of contamination of load(s).
2. Edinburg agrees to deliver only paper, plastics (1 & 2), metals, and cardboard products to the McAllen Recycling Center.
3. Edinburg agrees to offset McAllen's acceptance of Edinburg's Recycling Stream by issuance of a Municipal Solid Waste (MSW) Disposal Credit equal to a 1:1 match which will equal to a one (1) ton Credit in McAllen's MSW stream by one (1) ton of Edinburg's recyclable stream. This offset will occur at an agreed upon time by both COE and COM and after evaluation by both entities and the acceptance of the tonnages.

4. Edinburg agrees to offset the purchase of "Overs" from McAllen by issuance of a Municipal Solid Waste (MSW) Disposal Credit equal to a 1:1 Match which will equal to a one (1) ton Credit in McAllen's MSW stream by one (1) tons of "Overs" received by Edinburg. This offset will occur at an agreed upon time by both Edinburg and McAllen and after evaluation by both entities and the acceptance of the tonnages.
5. Edinburg agrees to provide the necessary resources to transport "Overs" from McAllen's Composting Facility to Edinburg's Landfill.

D. Additional Material: Class II, RACM, dry sludge's, or other regulated wastes for which COE possesses TCEQ acceptance authorization may be accepted at a rate formally approved by letter of agreement by both entities.

Prior to initial acceptance and re-evaluation, all Class II Waste or other regulated wastes shall be tested and the resulting analytical constituent data re-evaluated once a year, or as requested by the COE, for compliance with the COE of Edinburg Landfill's Special Waste Acceptance Plan, prior to its acceptance or continued acceptance, every December 1st.

E. Adjustments to Rates: Beginning on September 20, 2025, and on each subsequent September 20th thereafter, the rates set forth above may be increased or decreased by an amount equal to the increase or decrease in the CPI-U during the Prior Rolling Twelve-Month Period. Notwithstanding the foregoing, the Parties agree that each annual increase shall never be greater than three percent (3%) of the then current rates. The "Prior Rolling Twelve-Month Period" shall be calculated by establishing the CPI-U on each December 1st as compared to the immediately preceding December 1st during every year of this Agreement. For purposes of this Agreement, the term "CPI-U" shall mean the Consumer Price Index published by the U.S. Department of Labor, Bureau of Labor Statistics, for All-Urban Consumers: Garbage and Trash Collection in U.S. City Average, Not Seasonally Adjusted, 1983=100.

F. Solid Waste (MSW) Discount: COE agrees to provide a discount to the Solid Waste (MSW) Rate (the "Baseline Rate") on the following conditions and under the following manner:

- i. On each October 1 during the Term of this Agreement, COE will calculate the average of the combined annual tonnage of Waste Material (MSW) delivered by COM to COE from the 10 years preceding the date of the calculation to establish the Base Average (the "Base").
- ii. The COE will then compare the current year Fiscal Year Tonnage and the Base and calculate the percentage growth between them to establish the growth rate (the "Growth Rate").

- iii. In order to effectuate the discount, the calculated Growth Rate, shall be > than 1%. If the GR is > than 1% then the COE will issue a \$1.00 discount per ton to the COM's MSW Rate, setting the rate for the upcoming Fiscal Year at \$16.25 per ton. The discount shall apply only to the current FY MSW Rate for the COM, until the following GR is established. All other rates shall remain the same.
- iv. In the event the GR fails to meet the minimum 1% growth, then no discount will be applied for the upcoming Fiscal Year, reverting the rate back to the original minimum rate for MSW of \$17.25.

III. Transportation Costs: The **COM** shall pay all its costs necessary to collect and transport the Waste Material to the Landfill.

A. Off-Hours Disposal: The **COM** shall pay the **COE** an amount per ton of Waste Material disposed of at the Landfill during off-hours at a rate equal to 120 percent of the normal contract rate in effect at such time. Off-hour rates would not be applicable under a natural disaster emergency, provided the **COE** has authorization from TCEQ for such an emergency.

IV. TIME OF BILLING AND PAYMENT

A. COE shall bill **COM** for all amounts due for disposal at the Landfill at the end of the month in which services are performed. **COM** shall pay all invoices received no later than thirty (30) days following receipt.

V. TERM OF AGREEMENT AND TERMINATION

A. Term. This Agreement shall be for an initial term beginning on the Effective Date, and shall continue in full-force and effect through December 31, 2035. This Agreement shall automatically be extended for an additional two (2) five-year terms at the then current rates pursuant to the terms of this Agreement or at mutually agreed upon rates, unless either party notifies the other party in writing, not less than sixty (60) days prior to the expiration of the Agreement term, of its intention to terminate this Agreement, at which time both parties shall have a minimum of two (2) years to effectively manage the impact of termination of this contract in order to project, arrange, and manage for the proper disposal of all municipal solid waste.

B. Termination. This Agreement may be terminated by either party without cause upon ninety (90) days written notice prior to the end of the original or any renewal term, at which time both parties shall have a minimum of two (2) years to effectively manage the impact of termination of this contract in order to project, arrange, and manage for the proper disposal of all municipal

solid waste. This Agreement shall terminate automatically if: (1) the Landfill is filled to capacity; (2) if for any reason whatsoever, the **COE** is permanently prevented from accepting Waste Material for disposal at the Landfill due to causes over which it has no control; or (3) the **COM** is prohibited by any federal or state law from disposing of Waste Material at the Landfill. Additionally, if the **COM** fails to promptly make payments for amounts due hereunder, or if either party shall violate any laws, ordinances or governmental regulations or materially breach any provisions of this Agreement, the non-breaching party may terminate this Agreement by giving written notice of default to the other party and if the defaulting party fails to cure such default within 30 days after receipt of such notice (provided, if such default is of a nature that it cannot be cured within such 30 day period). The non-defaulting party shall not have the right to terminate this Agreement if the defaulting party commences the curing of such default within such 30-day period, and diligently pursues the curing thereof.

- C. Appropriations.** In the event that, during any term hereof, the governing body of either party does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then either party may terminate this Agreement upon ninety (90) days written notice to the other party. Each of the parties hereto agrees; however, to use its best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of each party hereto pursuant to the provisions of Tex. Loc. Gov't. Code. Ann. 271.903.

VI. INSURANCE

- A. The COE's Obligations:** The **COE** shall maintain in continuous force and effect throughout the term of this Agreement public liability and property damage insurance in the minimum amount of \$500,000 (with a deductible there under of not more than \$250,000), covering the operation and maintenance of the Landfill. If requested, the **COE** shall furnish the **COM** with a certificate evidencing such insurance coverage. The **COE** shall notify the **COM** of the cancellation of or any material change in such insurance coverage.
- B. Limitation of Liability:** The **COE** and the **COM** agree to limit liability arising from either party's acts, errors, or omissions such that the total liability of either party shall not exceed the total annual fees paid by the **COM** to the **COE** pursuant to the terms of this Agreement during the earliest year in which the act(s), error(s), or omission(s) occurred giving rise to liability. Neither the **COE** nor the **COM** will be liable for any indirect, incidental, special, or consequential punitive or multiple damages, including without limitation any damages resulting from loss of use, loss of business, loss of revenue, loss of profits, or loss of data, arising in connection

with this Agreement, even if the **COE** or the **COM** 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 the **COE** or the **COM** liability, regardless of the cause of action under which such damages are sought.

VII. INDEPENDENT STATUS

It is agreed and understood that each party hereto is considered an independent contractor. All joint venture or partnership status is hereby expressly denied and the parties expressly state that they have not formed; either expressed or implied a joint venture or partnership. It is understood and agreed that the Parties shall not have any right, power, or authority to act or create any obligation, expressed or implied, on behalf of the other party.

VIII. FORCE MAJEURE

Except for the obligation to pay for services rendered, neither party hereto shall be liable for failure to perform hereunder due to contingencies beyond its control, including, but not limited to, strikes, riots, war, fire, acts of God, weather, compliance with any law, regulation or order, of the United States of America or any other governmental body or instrument thereof, whether now existing or hereafter created.

IX. SUCCESSORS AND ASSIGNS

The **COE** and the **COM** 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 the **COE** nor the **COM** shall assign, sublet, or transfer interest in this Agreement.

X. GENERAL AND ADMINISTRATIVE PROVISIONS

- A. Authority:** Each party represents to the other that this Agreement, the transaction contemplated herein, and the execution and delivery hereof, has been duly authorized by all necessary proceedings and actions.
- B. Additional Documents:** The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.
- C. Time Limit:** Time is of the essence of this Agreement; and accordingly, all time limits shall be strictly construed and enforced.

- D. No Waiver:** The failure or delay in the enforcement of the rights detailed therein shall not constitute a waiver of those rights or be considered as a basis for estoppel. The parties may exercise their rights herein despite said delay or failure to enforce said rights.
- E. Dispute or Contest:** In the event that a dispute occurs or an action in law or equity arises out of the operation, construction or interpretation of this Agreement, the party prevailing shall be entitled to reasonable attorney's fees and cost arising there from.
- F. Paragraph Headings:** The paragraph headings used herein are descriptive only and shall have no legal force or effect whatsoever.
- G. Choice of Law and Venue:** This Agreement shall be governed by the laws of the State of Texas and is performable in Hidalgo County, Texas.
- H. Gender and Number:** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or gender-neutral, and singular shall include the plural whenever and as often as may be appropriate.
- I. Severability and Survival:** If any provision of this Agreement shall, for any reason, be held violative of any applicable law, and so much of the Agreement is held to be unenforceable, the invalidity of such a specific provision herein shall not be held to invalidate any other provisions herein, which other provisions shall remain in full force and effect, unless removal of the invalid provisions destroys the legitimate purposes of this Agreement, in which event this Agreement shall be terminated. The provisions of paragraphs I-A, IV-B, V-A, V-B, VI-A, VI-B, and VI-C shall specifically survive the expiration or termination of this Agreement and any renewal thereof.
- J. Governmental Purpose:** Each party hereto is entering into this Agreement for the purpose of providing for governmental services or functions and will pay for such services out current revenues available to the paying party as herein provided.
- K. Notices:** All notices required or permitted herein must be in writing and shall be forwarded by United States Mail, by Registered or Certified Mail, Return Receipt Requested, Postage Prepaid, to the party to whom notice is to be given at the address set forth below or to such address as either party hereto may designate to the other by notice from time to time for this purpose. Notices shall be deemed given upon deposit in a receptacle of the United States Postal Service.
- L. Merger and Integration.** This Agreement, and any exhibits attached, constitute the sole, entire, and only agreement between the Parties concerning the subject matter of this Waste

Disposal Agreement. This Agreement supersedes and replaces all prior agreements and understandings, whether written or oral that relate or pertain to the subject matter of this Waste Disposal Agreement. All prior agreements, discussions, representations, warranties, and covenants are merged herein, and no course of prior dealings, no usage of trade, and no course of performance will be used to modify, supplement, or explain any terms or conditions used in this Agreement. There are no warranties, representations, covenants, or agreements, express or implied, between the Parties except those expressly set forth in this Agreement.

M. Limitations. It is understood and acknowledged that both parties are governmental entities that are subject to constitutional and statutory limitations on its ability to enter into certain contractual terms and conditions, including but not limited to: those related to indemnification of other parties; liability for other parties' acts or omissions; disclaimers and limitations of other parties' liability; earnest money/deposits; confidentiality provisions; liens on city property; liquidated damages; waivers, disclaimers, and limitations on legal rights and remedies; granting control of litigation or settlement to other parties; payment of other parties' attorney fees or court costs; and those addressed elsewhere in this Agreement (collectively, "Limitations"). All terms and conditions relating to the Limitations will only be binding on the parties to the extent permitted by the Constitution and laws of the State of Texas.

XI. MISCELLANEOUS

- A. Disposal:** Residential and Commercial Refuse will be collected, transported, and deposited at THE CITY OF EDINBURG REGIONAL SANITARY LANDFILL FACILITY, LOCATED AT 8601 NORTH JASMAN ROAD EDINBURG, TEXAS 78542.
- B. Emergencies:** The **COE** agrees to use commercially reasonable efforts to assist the **COM** in the event of an emergency on such terms and conditions as may be mutually agreed between the **COE** and the **COM**. Furthermore, In the event that an emergency arises with the **COE**'s ability to provide disposal services to the **COM** and where services cannot be re-established within 24-hours, the **COM** is able to temporarily seek disposal services outside this contract. This temporary allowance shall not be deemed a breach of this contract, so long as the action is only conducted within the duration of the **COE**'s service emergency.
- C. Hauling:** All Residential, Commercial and Brush Refuse hauled by the **COM** shall be contained, tied or enclosed so that leaking, spilling or blowing is prevented.
- D. Notification:** The **COE** shall notify the **COM** and all Customers about Complaint procedures, regulations and days for scheduled Residential Refuse collection.

- E. Licenses:** The COE shall, at the COE's expense, obtain all licenses and permits necessary for the performance of the COE's services.

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 the Parties. Unless the Parties expressly agree otherwise, each party shall bear its own costs and legal and expert fees incurred in the mediation, and evenly share the costs of the mediator. If after proceeding in good faith the parties, with the assistance of a neutral mediator, do not resolve the dispute within forty-five (45) days following the original written notice of any Dispute, the parties may proceed in accordance with paragraph (C) below.
- C.** 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 matter in controversy. Venue is mandatory in Hidalgo County, Texas.

IN WITNESS WHEREOF, EXECUTED by The City of Edinburg and The City of McAllen acting under the authority of their respective governing bodies in Duplicate Originals on the date indicated above.

CITY OF EDINBURG
P.O. BOX 1079
EDINBURG, TEXAS 78540
PHONE:(956) 383-8207;
FAX (956) 383-7111

BY: _____
Ramiro Garza, Jr., Mayor
City of Edinburg

Date: _____

ATTEST:

By: _____
Clarice Y. Balderas, City Secretary

APPROVED AS TO FORM:

By: _____
Josephine Ramirez
City Attorney

CITY OF MCALLEN
P.O. Box 220
McAllen, Texas 78505-0220
PHONE: (956)

BY:  _____
Javier Villalobos, Mayor
City of McAllen

Date: _____

ATTEST:

By:  _____
Perla Lara, TRMC/CMC, CPM, City Secretary

APPROVED AS TO FORM:

By:  _____
Austin Stevenson
City Attorney



CITY OF EDINBURG - CITY COUNCIL

Meeting Date: April 1, 2025

CONSENT AGENDA

Agenda Item No: 13.C.

FY 2026 TxDOT STEP- Commercial Motor Vehicle (CMV) Grant

1. Agenda Item:

Consider Resolution Authorizing the City Manager to Submit a Grant Application to the Texas Department of Transportation for the Fiscal Year 2026 Selective Traffic Enforcement Program (STEP) – Commercial Motor Vehicle (CMV) Grant and Execute Any Documents Related Thereto. [Jaime Ayala, Chief of Police]

2. Description:

The Texas Department of Transportation announced the solicitation of grant applications for its Fiscal Year 2026 Texas' Selective Traffic Enforcement Program (STEP) on March 17, 2025. The Fiscal Year 2026 Selective Traffic Enforcement Program (STEP) – Commercial Motor Vehicle (CMV) Grant will pay for overtime activities to focus on violations of state/local ordinances committed by CMVs, and on passenger vehicles whose unlawful actions such as improper lane changes manifestly cause a CMV to take evasive action or undertake hard-braking events.

The submission deadline for this program is April 18, 2025. The official award notification is anticipated by August 2025. The period of performance is October 1, 2025 – September 30, 2026.

The City is applying for approximately \$12,000, with a required 20 percent match of approximately \$3,000 for a total project cost of \$15,000. The matching funds will require an appropriation of approximately \$3,000 from the Police Department's FY 2025-2026 General Fund Operating Budget.

3. Staff's Recommendation:

Approve Resolution Authorizing the City Manager to Submit a Grant Application to the Texas Department of Transportation for the Fiscal Year 2026 Selective Traffic Enforcement Program (STEP) – Commercial Motor Vehicle (CMV) Grant and Execute Any Documents Related Thereto.

Reviewed by:

Jaime Ayala, Chief of Police

Prepared by:

Mary Gonzalez, Grants Analyst

Attachments:

A. FY26 TxDOT STEP CMV Resolution

RESOLUTION NO. ____

THE STATE OF TEXAS	§	RESOLUTION AUTHORIZING THE CITY MANAGER'S SUBMISSION OF A GRANT APPLICATION TO THE TEXAS DEPARTMENT OF
COUNTY OF HIDALGO	§	TRANSPORTATION FOR THE FISCAL YEAR 2026 SELECTIVE TRAFFIC ENFORCEMENT PROGRAM (STEP) – COMMERCIAL MOTOR VEHICLE (CMV)
CITY OF EDINBURG	§	GRANT AND AUTHORIZE CITY MANAGER TO EXECUTE GRANT DOCUMENTS.

WHEREAS, the City of Edinburg finds it is the best interest of the citizens of the City of Edinburg that a grant application be submitted to the Texas Department of Transportation for the Fiscal Year 2026 Selective Traffic Enforcement Program (STEP) – Commercial Motor Vehicle (CMV) Grant; 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 Fiscal Year 2026 Selective Traffic Enforcement Program (STEP) – Commercial Motor Vehicle (CMV) Grant will fund up to 80 percent of law enforcement overtime activities, and a local match of 20 percent will be required; and

WHEREAS, the Edinburg City Council agrees that in the event of loss or misuse of the Texas Department of Transportation funds, the City of Edinburg assures that the funds will be returned to the Texas Department of Transportation in full; and

WHEREAS, the City of Edinburg desires to designate the City Manager as the grantee's authorized official, who has the power to apply for, accept, alter, terminate and execute related documents for the grant award 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 hereby authorizes the City Manager to submit the grant application to the Texas Department of Transportation for the Fiscal Year 2026 Selective Traffic Enforcement Program (STEP) – Commercial Motor Vehicle (CMV) Grant and to comply with applicable grant requirements by the funding source, accept, alter, terminate and execute related 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 1st day of April 2025.

CITY OF EDINBURG

By: _____
Ramiro Garza Jr., Mayor

ATTEST:

By: _____
Clarice Y. Balderas, City Secretary

APPROVED AS TO FORM:

By: _____
Josephine R. Solis
City Attorney



CITY OF EDINBURG - CITY COUNCIL

Meeting Date: April 1, 2025

CONSENT AGENDA

Agenda Item No: 13.D.

FY 2026 TxDOT STEP – Comprehensive Grant

1. Agenda Item:

Consider Resolution Authorizing the City Manager to Submit a Grant Application to the Texas Department of Transportation for the Fiscal Year 2026 Selective Traffic Enforcement Program (STEP) – Comprehensive (COMP) Grant and Execute Any Documents Related Thereto. [Jaime Ayala, Chief of Police]

2. Description:

The Texas Department of Transportation announced the solicitation of grant applications for its Fiscal Year 2026 Texas' Selective Traffic Enforcement Program (STEP) on March 17, 2025. The Fiscal Year 2026 Selective Traffic Enforcement Program (STEP) – Comprehensive (COMP) Grant will pay for overtime activities by law enforcement to reduce the incidences of intersection-related violations, driving while intoxicated, failure to use occupant restraint systems, and unsafe speed within identified high-crash areas.

The submission deadline for this program is April 18, 2025. The official award notification is anticipated by August 2025. The period of performance is October 1, 2025 – September 30, 2026.

The City is applying for approximately \$40,000, with a required 20 percent match of approximately \$10,000, for a total project cost of \$50,000. The matching funds will require an appropriation of approximately \$10,000 from the Police Department's FY 2025-2026 General Fund Operating Budget.

3. Staff's Recommendation:

Approve Resolution Authorizing the City Manager to Submit a Grant Application to the Texas Department of Transportation for the Fiscal Year 2026 Selective Traffic Enforcement Program (STEP) – Comprehensive (COMP) Grant and Execute Any Documents Related Thereto.

Reviewed by:

Jaime Ayala, Chief of Police

Prepared by:

Mary Gonzalez, Grants Analyst

Attachments:

A. FY26 TxDOT STEP Resolution

RESOLUTION NO. ____

THE STATE OF TEXAS	§	RESOLUTION AUTHORIZING THE CITY
		MANAGER'S SUBMISSION OF A GRANT
		APPLICATION TO THE TEXAS DEPARTMENT OF
COUNTY OF HIDALGO	§	TRANSPORTATION FOR THE FISCAL YEAR 2026
		SELECTIVE TRAFFIC ENFORCEMENT PROGRAM
		(STEP) – COMPREHENSIVE (COMP) GRANT AND
CITY OF EDINBURG	§	AUTHORIZE CITY MANAGER TO EXECUTE
		GRANT DOCUMENTS.

WHEREAS, the City of Edinburg finds it is the best interest of the citizens of the City of Edinburg that a grant application be submitted to the Texas Department of Transportation for the Fiscal Year 2026 Selective Traffic Enforcement Program (STEP) – Comprehensive (COMP) Grant; 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 Fiscal Year 2026 Selective Traffic Enforcement Program (STEP) – Comprehensive (COMP) Grant will fund up to 80 percent of law enforcement overtime activities, and a local match of 20 percent will be required; and

WHEREAS, the Edinburg City Council agrees that in the event of loss or misuse of the Texas Department of Transportation funds, the City of Edinburg assures that the funds will be returned to the Texas Department of Transportation in full; and

WHEREAS, the City of Edinburg desires to designate the City Manager as the grantee's authorized official, who has the power to apply for, accept, alter, terminate and execute related documents for the grant award 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 hereby authorizes the City Manager to submit the grant application to the Texas Department of Transportation for the Fiscal Year 2026 Selective Traffic Enforcement Program (STEP) – Comprehensive (COMP) Grant and to comply with applicable grant requirements by the funding source, accept, alter, terminate and execute related 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 1st day of April, 2025.

CITY OF EDINBURG

By: _____
Ramiro Garza Jr., Mayor

ATTEST:

By: _____
Clarice Y. Balderas, City Secretary

APPROVED AS TO FORM:

By: _____
Josephine R. Solis
City Attorney



CITY OF EDINBURG - CITY COUNCIL

Meeting Date: April 1, 2025

CONSENT AGENDA

Agenda Item No: 13.E.

Purchase of one (1) 2025 Ford F-250 Crew Cab

1. Agenda Item:

Consider Authorizing the Purchase of One (1) 2025 Ford F-250 Crew Cab from Silsbee Ford, Through the Texas Interlocal Purchasing System (TIPS) in the Amount of \$49,809.00. [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), Sourcewell, Texas Interlocal Purchasing System (TIPS), OMNIA Partners Cooperative, Texas Department of Information Resources (DIR) and the Texas Facilities Commission (TFC). Through the combined efforts of these cooperative entities, members comply with Texas State Procurement Statutes while identifying vendors of commodities, goods and services at extremely competitive bid prices.

The City solicited quotes from four (4) qualified vendors, with Silsbee Ford providing the lowest quote.

Below is the list of Vendors who responded:

Silsbee Ford	\$49,809.00
Rockdale Country Ford	\$53,785.00
National Auto Fleet Group	\$53,074.85
Hacienda Ford	\$56,766.50

This vehicle will serve vital purposes for our police force, enhancing our patrol capabilities, efficiently directing traffic, and ensuring the reliable transportation of essential police equipment.

Staff is requesting the purchase of one (1) 2025 Ford F-250 Crew Cab through Silsbee Ford for a total cost of \$49,809.00.

Funding in the amount of \$49,809.00 is available through 2024-2025 TCSA Expense Account, 112-2000-585322-US Dept of Treasury.

3. Staff's Recommendation:

Approve Authorizing the Purchase of One (1) 2025 Ford F-250 Crew Cab from Silsbee Ford, Through the Texas Interlocal Purchasing System (TIPS) in the Amount of \$49,809.00.

Reviewed by:

Jaime Ayala, Chief of Police

Prepared by:

Rogelio Garcia, Special Services Manager

Attachments:

- A. Silsbee Ford Quote
- B. Silsbee Ford Sam.gov 03-13-25
- C. Additional Quotes



PRODUCT PRICING SUMMARY

TIPS USA 240901 TRANSPORTATION

VENDOR- Silsbee Ford, 1211 Hwy 96 N., Silsbee TX 77656

End User: CITY OF EDINBURG

Prepared by: GLEN ANGELLE

Contact: IRIS

Phone: 409-880-9191

Email: _____

Email: gangelle.cowboyfleet@gmail.com

Product Description: 2025 FORD F-250 CREW CAB

Date: 3-10-25

A. Bid Item: _____

A. Base Price: \$ **49,109.00**

B. Factory Options

Code	Description	Bid Price	Code	Description	Bid Price
		\$ -		EXT. BLACK	
	6.8L V8 GAS				
	TRAILER TOW	\$ -		REAR CAMERA	
	BRAKE CONTROLLER				
	POWER LOCKS/WINDOWS	\$ -		8 FT. BED	
	CRUISE CONTROL				
	10- SPD AUTO				
	40-20-40 VINYL SEATS				

Total of B. Published Options: \$ -

Published Option Discount (5%) \$ -

C. Unpublished Options

Description	Bid Price	Options	Bid Price

Total of C. Unpublished Options: \$ -

D. Floor Plan Interest (for in-stock and/or equipped vehicles):

\$ -

E. Lot Insurance (for in-stock and/or equipped vehicles):

\$ -

F. Contract Price Adjustment:

\$ -

G. Additional Delivery Charge: 400 miles

\$ **700.00**

H. Subtotal:

\$ **49,809.00**

I. Quantity Ordered 1 x H =

\$ **49,809.00**

J. Trade in:

\$ -

K.

\$ -

L. Total Purchase Price

\$ **49,809.00**



SILSBEE FORD INC

Unique Entity ID XBN8V8CN67K1	CAGE / NCAGE 62AM5	Purpose of Registration All Awards
Registration Status Active Registration	Expiration Date Apr 19, 2025	
Physical Address 1211 Us Highway 96 N Silsbee, Texas 77656-7190 United States	Mailing Address 1211 Us HWY 96 N Silsbee, Texas 77656-7190 United States	

Business Information

Doing Business as (blank)	Division Name (blank)	Division Number (blank)
Congressional District Texas 36	State / Country of Incorporation Texas / United States	URL (blank)

Registration Dates

Activation Date Apr 23, 2024	Submission Date Apr 19, 2024	Initial Registration Date Jul 12, 2010
--	--	--

Entity Dates

Entity Start Date Jul 1, 1997	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

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 62AM5

Points of Contact

Electronic Business

 Robert Swan	1211 Us HWY 96 N Silsbee, Texas 77656 United States
Jared Runnels	1211 Us HWY 96 N Silsbee, Texas 77656 United States

Government Business

 Robert Swan	1211 Us HWY 96 N Silsbee, Texas 77656 United States
Jared Runnels	1211 Us HWY 96 N Silsbee, Texas 77656 United States

Service Classifications

NAICS Codes

Primary	NAICS Codes	NAICS Title
Yes	441110	New Car Dealers

Disaster Response

This entity does not appear in the disaster response registry.

ROCKDALE COUNTRY FORD

PO BOX 72, ROCKDALE, TX 76567

Customer: City of EdinburgContact: Iris AlvaradoPhone/Email: 956.289.7704/ialvarado@cityofedinburg.comContract: BuyBoard 724-23Product Description: Ford F-250Sales Rep: Jake Schobinger QT# JS31025-1Phone: 979.429.8847Date: Monday, March 10, 2025Email: jake@usaautomotivepartners.comA. Bid Series: 118Base Price: \$ **46,030.00**

B. Published Options [Itemize each below]

Code	Options	Bid Price	Code	Options	Bid Price
2025 Ford Super Duty F-250 SRW (W2B) XL 4WD Crew Cab 8' Box				Remote Keyless Entry	INCL
				Cruise Control	INCL
600A	Order Code 600A	INCL		Power Windows	INCL
UM	Agate Black Metallic	INCL		Power Door Locks	INCL
99A	Engine: 6.8L V8 Gas	INCL		Vinyl Flooring	INCL
44F	Transmission: 10 Speed Automatic	INCL		Back-up Camera	INCL
AS	Dark Slate, Vinyl 40/20/40 Split Bench	INCL			
52B	Trailer Brake Controller	INCL			
X37	3.73 Axle Ratio	INCL			
64A	Wheels: 17" Argent Painted Steel	INCL			
TD8	Tires: LT245/75Rx17E All Season	INCL			

Total of B. Published Options: \$ **7,355.00**

C. Unpublished Options [Itemize each below, not to exceed 25%]

Disclaimer	Order Summary	Bid Price
PRICES AND AVAILABILITY CAN CHANGE AT ANY TIME WITHOUT FURTHER NOTICE DUE TO SUPPLY CHAIN CHALLENGES. REVERIFY PRICING BEFORE ISSUING A PURCHASE ORDER. FINAL PRICE IS NOT CONFIRMED UNTIL VEHICLE ORDER IS ACCEPTED BY THE MANUFACTURER. ACKNOWLEDGE BY EMAIL RECEIPT THAT THE PURCHASE ORDER WAS RECEIVED BY USA AUTOMOTIVE PARTNERS, LLC. (CALDWELL COUNTRY CHEVROLET, ROCKDALE COUNTRY FORD dba CALDWELL COUNTRY FORD, CAMERON COUNTRY CDJR)	2025MY Factory Order Delivery ETA: Q2 2025	COLOR / DELIVERY
	Unpublished Options Total:	

D. UPFITTERS:

E. Floor Plan Interest (for in-stock and/or equipped vehicles):

**Floor Plan Interest will not be applied if the Chassis is paid for upon arrival at the Upfitter. \$800/Month*

F. Lot Insurance (for in-stock and/or equipped vehicles):

**Lot Insurance will not be applied if the Chassis is paid for upon arrival at the Upfitter. \$800/Month*

G. Contract Price Adjustment:

H. Additional Delivery Charge: _____ miles

I. Subtotal:

J. Quantity Ordered 1 x K =

K. Trade in:

L. BUYBOARD FEE PER PURCHASE ORDER

M. TOTAL PURCHASE PRICE WITH BUYBOARD FEE (PRICES AND AVAILABILITY ARE SUBJECT TO CHANGE WITHOUT NOTICE)



National Auto Fleet Group

A Division of Chevrolet of Watsonville

490 Auto Center Drive, Watsonville, CA 95076

(855) 289-6572 • (831) 480-8497 Fax

Fleet@NationalAutoFleetGroup.com

3/11/2025

Quote ID: **31527**

Order Cut Off Date: **TBA**

Ms Iris Alvarado
City of Edinburg Police Department

1702 S Closner Blvd

Edinburg, Texas, 78539

Dear Iris Alvarado,

National Auto Fleet Group is pleased to quote the following vehicle(s) for your consideration.

One (1) New/Unused (2025 Ford Super Duty F-250 SRW (W2B) XL 4WD Crew Cab 8' Box 176" WB,) and delivered to your specified location, each for

	One Unit (MSRP)	One Unit	Total % Savings	Total Savings
Contract Price	\$54,195.00	\$53,074.85	2.067 %	\$1,120.15
Tax (0.0000 %)		\$0.00		
Tire fee		\$0.00		
Total		\$53,074.85		

- per the attached specifications.

This vehicle(s) is available under the **Sourcewell Contract 091521-NAF** . Please reference this Contract number on all purchase orders to National Auto Fleet Group. Payment terms are Net 20 days after receipt of vehicle.

Thank you in advance for your consideration. Should you have any questions, please do not hesitate to call.

Sincerely,

Jesse Cooper
Account Manager
Email: Fleet@NationalAutoFleetGroup.com
Office: (855) 289-6572
Fax: (831) 480-8497

Quoting Department
Account Manager
Fleet@NationalAutoFleetGroup.com
(855) 289-6572



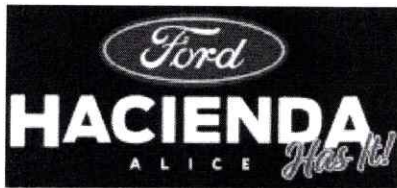
2025 Fleet/Non-Retail Ford Super Duty F-250 SRW XL 4WD Crew Cab 8' Box 176" WB

WINDOW STICKER

2025 Ford Super Duty F-250 SRW XL 4WD Crew Cab 8' Box 176" WB		
CODE	MODEL	MSRP
W2B	2025 Ford Super Duty F-250 SRW XL 4WD Crew Cab 8' Box 176" WB	\$52,100.00
OPTIONS		
99A	Engine: 6.8L 2V DEVCT NA PFI V8 Gas, (STD)	\$0.00
44F	Transmission: TorqShift-G 10-Speed Automatic, (STD)	\$0.00
64A	Wheels: 17" Argent Painted Steel, (STD)	\$0.00
TD8	Tires: LT245/75Rx17E BSW A/S, (STD)	\$0.00
UM	Agate Black Metallic	\$0.00
AS	Medium Dark Slate, HD Vinyl 40/20/40 Split Bench Seat, -inc: center armrest, cupholder, storage and driver's side manual lumbar	\$0.00
X37	3.73 Axle Ratio, (STD)	\$0.00
600A	Order Code 600A	\$0.00
Please note selected options override standard equipment		
SUBTOTAL		\$52,100.00
Advert/ Adjustments		\$0.00
Manufacturer Destination Charge		\$2,095.00
TOTAL PRICE		\$54,195.00
Est City: N/A MPG		
Est Highway: N/A MPG		
Est Highway Cruising Range: N/A mi		

Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

Notes



Date: 3/10/2025
Salesperson: Bert Lopez FREDDIE FARIAS
Manager: Bert Lopez
Customer ID #: aa-4D3U0976MVUTpps

FOR INTERNAL USE ONLY

BUSINESS NAME	CITY OF EDINBURG	Home Phone :
CONTACT		
Address :	415 W UNIVERSITY DR EDINBURG, TX 78539 HIDALGO	Work Phone :
E-Mail :		Cell Phone : (956) 648-5087

VEHICLE			
Stock # :	REF93087	New / Used :	New
VIN :	1FT7W2BAXREF93087		Mileage: 0
Vehicle :	2024 Ford F-250		Color :
Type :			
Body Size :	Style :	Weight : 0	Unit Class :
Market Value Selling Price		56,245.00	
Doc Fee		225.00	
Non Tax Fees		296.50	
Balance		56,766.50	

Customer Approval: _____ Management Approval: _____
By signing this authorization form, you certify that the above personal information is correct and accurate, and authorize the release of credit and employment information. By signing above, I provide to the dealership and its affiliates consent to communicate with me about my vehicle or any future vehicles using electronic, verbal and written communications including but not limited to eMail, text messaging, SMS, phone calls and direct mail. Terms and Conditions subject to credit approval. For Information Only. This is not an offer or contract for sale.



CITY OF EDINBURG - CITY COUNCIL

Meeting Date: April 1, 2025

CONSENT AGENDA

Agenda Item No: 13.F.

Water Service Agreement with City of McAllen

1. Agenda Item:

Consider Authorizing the City Manager to Enter Into the First Amendment to the Water Service Agreement between the McAllen Public Utility (MPU) and the City for the Purchase of Treated Water. [Gerardo Carmona Jr., P.E., Director of Utilities]

2. Description:

The City of Edinburg and McAllen Public Utilities (MPU) entered into a water service agreement on May 1, 2015, for the purchase of treated water. The agreement had a ten (10) year term, with an option to extend or renew for an additional ten (10) years upon expiration.

The proposed amendment will renew the agreement for an additional ten (10) years through May 01, 2035. The treated water rate will be \$1.65 per 1,000 gallons, which is the rate the City is currently paying. The monthly service charge of \$25.00 per master meter will also remain unchanged.

3. Staff's Recommendation:

Approve Authorizing the City Manager to Enter Into the First Amendment to the Water Service Agreement between the McAllen Public Utility (MPU) and the City for the Purchase of Treated Water.

Reviewed by:

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

Prepared by:

Vanessa Velasquez,
Administrative Assistant

Attachments:

A. Amendment

FIRST AMENDMENT TO
CONTRACT FOR WATER SERVICE BETWEEN
THE McALLEN PUBLIC UTILITY, TEXAS and
CITY OF EDINBURG, TEXAS

This amendment is made and entered into by and between the MCALLEN PUBLIC UTILITY ("MPU") and the CITY OF EDINBURG, TEXAS ("CITY"). The parties hereby agree to the following amendments to that one certain CONTRACT FOR WATER SERVICE by and between the parties, dated APRIL 22, 2015.

Whereas the undersigned parties wish further to promote the administration of the contract referred to above by the addition, deletion and/or modification of the following clauses of the contract:

The following provision of **Section 1 Terms and Conditions, Subsection 1.4**

1.4. The initial term of this Contract commences on May 1, 2015 and terminates on May 1, 2025. This contract may be renewed or extended under such terms and conditions for an additional 10 year term after original term. Should either party decide not to continue this agreement at any time after the original term, either party may terminate this agreement by giving two (2) months notice in writing to the other party.

is **AMENDED** to provide as follows:

1.4. The term of this Contract commenced on May 1, 2015 for a term of ten (10) years terminating on May 1, 2025. This contract has been renewed and extended for a period of an additional ten (10) years. The renewal term of this contract commences on May 1, 2025, and terminates on May 1, 2035.

The following provision of **Section 5, Rates, Subsection 5.1**

5.1. The rates for the initial period of this contract shall be from the date of its execution through May 1, 2025, and shall be as follows:

- 1) Water Charge:
 - a) The Treatment, Pumping and Transmission Charge shall be \$1.35 per 1,000 gallons delivered to City, and;
 - b) City understands that McAllen City Commission, upon recommendation of the MPU board, has the right to annually revise the water rates charged to retail customers. Should the residential retail City rates be increased by the MPU during the term of this agreement then commencing on the monthly billing that occurs after the expiration of 90 days, City agrees to pay a charge equal to the same percentage increase applicable to the percentage of increase to the residential retail customers of MPU.

- 2) The Service Charge shall be \$25.00 per month per master meter.

is **AMENDED** to provide as follows:

5.1.1. The rates for the initial period of this contract shall be from the date of its execution through May 1, 2025, and shall be as follows:

- 1) Water Charge:
 - a) The Treatment, Pumping and Transmission Charge shall be \$1.35 per 1,000 gallons delivered to City, and;
 - b) City understands that McAllen City Commission, upon recommendation of the MPU board, has the right to annually revise the water rates charged to retail customers. Should the residential retail City rates be increased by the MPU during the term of this agreement then commencing on the monthly billing that occurs after the expiration of 90 days, City agrees to pay a charge equal to the same percentage increase applicable to the percentage of increase to the residential retail customers of MPU.

- 2) The Service Charge shall be \$25.00 per month per master meter.

5.1.2. The rates for the renewal period of this contract shall be from May 1, 2025 through May 1, 2035, and shall be as follows:

- 1) Water Charge:
 - a) The Treatment, Pumping and Transmission Charge shall be \$1.65 per 1,000 gallons delivered to City, and;
 - b) City understands that McAllen City Commission, upon recommendation of the MPU board, has the right to annually revise the water rates charged to retail customers. Should the residential retail City of McAllen rates be increased by the MPU during the renewal term of this agreement then commencing on the monthly billing that occurs after the expiration of 90 days from any such increase, City agrees to pay a charge equal to the Water Charge under Section 5.1.2 (1)(a), plus the same percentage increase applicable to the percentage of increase to the residential retail customers of MPU.

- 2) The Service Charge shall be \$25.00 per month per master meter.

This first amendment is effective as of the latter of the date signed by MPU or CITY. All other terms and conditions of the Contract for Water Service, as may be amended from time to time, shall remain in full force and effect.

*****SIGNATURE PAGE FOLLOWS*****

McALLEN PUBLIC UTILITY:

By: _____
Marco A. Vega, P.E.,
General Manager

Date: January _____, 2025

CITY OF EDINBURG, TEXAS

By: _____
Myra L. Ayala
City Manager

Date: January _____, 2025

APPROVED AS TO FORM ONLY:

Austin Stevenson, City Attorney

EXHIBIT A
(CONTRACT FOR WATER SERVICE)



CITY OF EDINBURG - CITY COUNCIL

Meeting Date: April 1, 2025

CONSENT AGENDA

Agenda Item No: 13.G.

Amendment No. 1 Construction Material Testing Service New Service Center

1. **Agenda Item:**

Consider Authorizing the City Manager to Execute Amendment Number One (1) to the Agreement Between the City of Edinburg and B2Z Engineering LLC for Construction Material Testing Services to Reduce the Contract Amount by \$64,881.94 for the New Service Center Project and Execute Any Document Related Thereto. [Gerardo Carmona Jr., P.E., Director of Utilities]

2. **Description:**

On May 7, 2024, B2Z Engineering LLC was awarded Job Task Order Number 8 for Material Testing Services for the New Service Center, with a contract amount of \$79,180.79. Upon completion of the testing services, \$64,881.94 remained unused. To finalize the project, a negative amendment of \$64,881.94 is required, adjusting the total service cost to \$14,298.85.

This service was funded through ARPA, and the unused funds will be returned to the original budget.

3. **Staff's Recommendation:**

Approved Authorizing the City Manager to Execute Amendment Number One (1) to the Agreement Between the City of Edinburg and B2Z Engineering LLC for Construction Material Testing Services to reduce the Contract Amount by \$64,881.94 for the New Service Center Project and Execute Any Document Related Thereto.

Reviewed by:

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

Prepared by:

Vanessa Velasquez,
Administrative Assistant

Attachments:

A. AMENDMENT No. 1- B2Z Engineering

THE STATE OF TEXAS § AMENDMENT NUMBER ONE (1) TO JOB TASK ORDER
NUMBER EIGHT (8) AGREEMENT BETWEEN THE CITY
COUNTY OF HIDALGO § OF EDINBURG AND B2Z ENGINEERING LLC TO
PROVIDE CONSTRUCTION MATERIAL TESTING
SERVICES FOR THE NEW SERVICE CENTER PROJECT
CITY OF EDINBURG §

This Amendment Number One (1) to Job Task Order Number Eight (8), to the Agreement is entered into by and between the City of Edinburg (hereinafter referred to as “**City**”), and **B2Z Engineering, LLC**, (hereinafter referred to as “**Consultant**”),

RECITALS

WHEREAS, on October 01, 2022 the City Council of Edinburg approved City Manager or his designated appointee to negotiate and enter into a professional services Agreement with the Consultant to provide Geotechnical Engineering Services, (hereafter referred to as “Agreement” and attached as Exhibit C). Specifically, it was agreed that the Consultant shall provide Geotechnical Engineering Services and and or other as-needed services, in a manner which shall provide the necessary public services through subsequently assigned Job Task Orders; and

WHEREAS, on May 7, 2024, the City and Consultant entered into Job Task Order Number Eight (8) for professional engineering services for The New Service Center Project.

WHEREAS, City and Consultant further desire to amend Job Task Order Number Eight (8) to reduce the Professional Engineer Services for The New Service Center Project, as set out in Exhibit “A” attached hereto.

NOW, THEREFORE, City and Consultant agree to amend said Job Task Order Number Eight (8) to reduce the Professional Engineer Service for the New Service Center Project at the amount not to exceed the proposed amount, as set out in Exhibit “A” attached hereto.

If any of the terms of this Amendment Number One (1) to Job Task Order Number Eight (8), including its Exhibits, conflict in any respect with any of the terms of the Agreement, the terms of the Agreement shall control.

This Amendment Number One (1) to Job Task Order Number Eight (8) to the Agreement is agreed to and EXECUTED by the duly authorized representative of 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 Yvette Balderas, City Secretary

APPROVED AS TO FORM:

BY: _____
Josephine Ramirez-Solis, City Attorney

B2Z ENGINEERING, LLC

BY: _____
Aisha Gonzalez
President/OWner
900 S. Steward Rd., Ste. 2 & 4
Mission, Texas 78572
Phone: 956-585-3773
Email: aisha@b2zeng.com

Attachments: Exhibit "A" Amendment No. 1
Exhibit "B" Job Task Order No. 8

EXHIBIT “A” – AMENDMENT

AGREEMENT

BETWEEN CITY OF EDINBURG AND

B2Z ENGINEERING, LLC



B2Z Engineering, LLC.
900 S. Stewart Road
Suite 4
Mission, TX 78572
(956) 585-3773
Hector@B2ZEng.com

CLIENT
Mr. Mardoqueo Hinojosa, P.E., CFM, CPM
City Engineer
City of Edinburg
415 W. University Drive
Edinburg, Texas 78541

CONSTRUCTION MATERIALS TESTING

Service Center Upgrades

DATE
03/24/2025

DESCRIPTION OF WORK
Construction Material Testing Services

LABOR	QTY	RATE/ HR	TOTAL
PERSONNEL			
Project Manager	20.00	\$ 218.88	\$ 4,377.60
Project Engineer	40.00	\$ 144.85	\$ 5,794.00
Tech Time	413.00	\$ 72.43	\$ 29,913.59
Admin/Clerical	80.00	\$ 70.82	\$ 5,665.60
Vehicle Trip Charge	8160.00	\$ 0.625	\$ 5,100.00
ESTIMATED LABOR TOTAL			\$50,850.79

MATERIALS	QTY	UNIT PRICE/ EA	TOTAL
EARTHWORK			
Atterberg Limits of Soils	7.00	\$ 135.00	\$ 945.00
Sieve Analysis - Flexible Base Material	3.00	\$ 90.00	\$ 270.00
Sieve Analysis -200	3.00	\$ 60.00	\$ 180.00
Moisture-Density Relationship (Proctor)	5.00	\$ 225.00	\$ 1,125.00
In-Place Density	206.00	\$ 28.00	\$ 5,768.00
HMAC			
Extraction, Sieve Analysis, Asphalt Content	2.00	\$ 250.00	\$ 500.00
In-Place Nuclear Densities Tests	34.00	\$ 28.00	\$ 952.00
Theoretical Max Specific Gravity & Density	2.00	\$ 95.00	\$ 190.00
Asphalt Concrete Coring			
a. Coring Rig (per day)	2.00	\$ 95.00	\$ 190.00
b. Generator (per day)	2.00	\$ 105.00	\$ 210.00
c. Bit Wear - Quartz Aggregate (River Gravel) (in.-in.)	40.00	\$ 8.00	\$ 320.00
d. Core Density (1 core per 5000 sqft)	5.00	\$ 80.00	\$ 400.00
CONCRETE/MASONARY			
Air Content (Pressure Method)	36.00	\$ 25.00	\$ 900.00
Compressive Strength Tests	144.00	\$ 30.00	\$ 4,320.00
Motar/Grout Compressive Strength Tests	36.00	\$ 35.00	\$ 1,260.00
Reinforcing/Structural Steel Observation	48.00	\$ 225.00	\$ 10,800.00
ESTIMATED MATERIALS TOTAL			\$28,330.00
Approved Work Authorization #8			\$79,180.79
Total Completed			\$14,298.85
Refund to Work Authorization #8			\$64,881.94

THANK YOU

For questions concerning this estimate,
please contact

Hector Cantu
(281) 717-4016
Hector@B2ZEng.com
www.B2ZEng.com

AUTHORIZED SIGNATURE

The specific hourly rate within each classification listed under Labor/Staff Classification depends on the experience, training, and qualifications of the personnel. A two (2) hour minimum billing at the applicable rate will be assessed per visit to project site.

Services provided on Saturday, Sunday and all work in excess of “normal” work hours will be invoiced at an overtime rate of 1.5 times the applicable rate for the work performed. The cost of services is based upon the assumption that services will be provided during “normal” working hours. Normal working hours are between 7:00 a.m. and 6:00 p.m., Monday through Friday.

EXHIBIT “B” – JOB TASK ORDER 8

AGREEMENT

BETWEEN CITY OF EDINBURG AND

B2Z ENGINEERING, LLC

THE STATE OF TEXAS	§	JOB TASK ORDER NUMBER EIGHT (8) TO
COUNTY OF HIDALGO	§	AGREEMENT BETWEEN OWNER (CITY OF EDINBURG)
CITY OF EDINBURG	§	AND CONSULTANT (B2Z ENGINEERING) SERVICES TO
		PROVIDE CONSTRUCTION MATERIAL TESTING
		SERVICES FOR THE NEW SERVICE CENTER PROJECT

This Job Task Order Number Eight (8), to the Agreement is entered into by and between the City of Edinburg (hereinafter called "**City**"), and **B2Z Engineering**, (hereinafter referred to as "**Contractor**").

RECITALS

WHEREAS, on October 1, 2022 the City Council of Edinburg approved City Manager or his designated appointee to negotiate and enter into a professional services Agreement with the Consultant to provide Geotechnical Engineering Services (Hereafter referred to as "Agreement" and attached as Exhibit "C"). Specifically, it was agreed that the Consultant shall provide Geotechnical Engineering Services and other as-needed services, in a manner which shall provide the necessary public services through subsequently assigned Job Task Order; and

WHEREAS, City and Consultant desire to further assign and execute Job Task Order Number Eight (8) to the Agreement to provide for **Construction Material Testing and Include Assurance of Compliance with Civil Rights Provisions & Federally Mandated Procurement Provisions found at Appendix II to 2 CFR Part 200** for the New Service Center Improvement Project of as set out in Exhibit "A & B"; and

NOW, THEREFORE, said Job Task Order Number Eight (8), to the Agreement is hereby agreed to and include in the Agreement to provide **Construction Material Testing** as set out in Exhibit "A" and **Include Assurance of Compliance with Civil Rights Provisions & Federally Mandated Procurement Provisions found at Appendix II to 2 CFR Part 200**, attached as Exhibit "B" to this Job Task Order.

If any of the terms of this Job Task Order Number Eight (8), including its Exhibits, conflict in any respect with any of the terms of the Agreement, the terms of the Agreement shall control.

Progress payment will be issued, as tasks are completed. Consultant is responsible for providing proof on invoices in the survey and design phase. Construction phase will be paid, as progress payment are issued to selected consultant.

This Job Task Order Number Eight (8) to the Agreement is agreed to and EXECUTED by the duly authorized representative of the parties in duplicate originals on this on this 7th day of May, 2024.

CITY OF EDINBURG:

BY: _____

Myra L. Ayala, City Manager
City of Edinburg
415 W. University Dr.
P.O. Box 1079
Edinburg, Texas 78540
Phone: (956)383-5661
Fax: (956)383-7111

ATTEST:

BY: _____

Clarice Yvette Balderas, City Secretary



APPROVED AS TO FORM:

OMAR OCHOA LAW FIRM, P.C.

BY: _____

Omar Ochoa, City Attorney

B2Z ENGINEERING, LLC

BY: _____

Aisha Gonzalez
President/Owner
900 S. Steward Rd., Ste. 2 & 4
Mission, Texas 78572
Phone: (956) 585-3773
Email: aisha@b2zeng.com

Attachments: Exhibit "A" Job Task Order No. 8 Proposal
Exhibit "B" Civil Rights Provisions & Appendix II 2 CFR Part 200
Exhibit "C" Original Agreement

EXHIBIT “A” – PROPOSAL QUOTE

AGREEMENT BETWEEN CITY OF EDINBURG AND B2Z ENGINEERING

April 10, 2024

Mr. Mardoqueo Hinojosa, P.E., CFM, CPM
City Engineer
Engineering Department
415 W. University Drive
Edinburg, Texas 78541

Reference: Service Center Upgrades – CMT Proposal

Dear Mr. Hinojosa:

B2Z Engineering, LLC. appreciates the opportunity to submit the budget estimate to provide materials testing services in response to your Request for Proposal issued April 2, 2024. Based on the information furnished to us, we estimate a budget of \$79,180.79. Any additional services requested and not part of this estimate will be charged in accordance with City of Edinburg fee schedule. A worksheet with the breakdown of quantities is included with this proposal for your convenience.

We look forward to working with you. If you have any questions, please contact us at your convenience.

Sincerely,
B2Z Engineering, LLC.



Hector Cantu
Corporate Laboratory Manager

Attachments: Cost Estimate



B2Z Engineering, LLC.
900 S. Stewart Road
Suite 4
Mission, TX 78572
(956) 585-3773
Hector@B2ZEng.com

CLIENT

Mr. Mardoqueo Hinojosa, P.E., CFM, CPM
City Engineer
City of Edinburg
415 W. University Drive
Edinburg, Texas 78541

CONSTRUCTION MATERIALS TESTING

Service Center Upgrades

DATE

04/10/2024

DESCRIPTION OF WORK

Construction Material Testing Services

LABOR	QTY	RATE/ HR	TOTAL
PERSONNEL			
Project Manager	20.00	\$ 218.88	\$ 4,377.60
Project Engineer	40.00	\$ 144.85	\$ 5,794.00
Tech Time	413.00	\$ 72.43	\$ 29,913.59
Admin/Clerical	80.00	\$ 70.82	\$ 5,665.60
Vehicle Trip Charge	8160.00	\$ 0.625	\$ 5,100.00
ESTIMATED LABOR TOTAL			\$50,850.79

MATERIALS	QTY	UNIT PRICE/ EA	TOTAL
EARTHWORK			
Atterberg Limits of Soils	7.00	\$ 135.00	\$ 945.00
Sieve Analysis - Flexible Base Material	3.00	\$ 90.00	\$ 270.00
Sieve Analysis -200	3.00	\$ 60.00	\$ 180.00
Moisture-Density Relationship (Proctor)	5.00	\$ 225.00	\$ 1,125.00
In-Place Density	206.00	\$ 28.00	\$ 5,768.00
HMAC			
Extraction, Sieve Analysis, Asphalt Content	2.00	\$ 250.00	\$ 500.00
In-Place Nuclear Densities Tests	34.00	\$ 28.00	\$ 952.00
Theoretical Max Specific Gravity & Density	2.00	\$ 95.00	\$ 190.00
Asphalt Concrete Coring			
a. Coring Rig (per day)	2.00	\$ 95.00	\$ 190.00
b. Generator (per day)	2.00	\$ 105.00	\$ 210.00
c. Bit Wear - Quartz Aggregate (River Gravel) (in.-in.)	40.00	\$ 8.00	\$ 320.00
d. Core Density (1 core per 5000 sqft)	5.00	\$ 80.00	\$ 400.00
CONCRETE/MASONARY			
Air Content (Pressure Method)	36.00	\$ 25.00	\$ 900.00
Compressive Strength Tests	144.00	\$ 30.00	\$ 4,320.00
Mortar/Grout Compressive Strength Tests	36.00	\$ 35.00	\$ 1,260.00
Reinforcing/Structural Steel Observation	48.00	\$ 225.00	\$ 10,800.00
ESTIMATED MATERIALS TOTAL			\$28,330.00
ESTIMATED TOTAL			\$79,180.79

THANK YOU

For questions concerning this estimate,
please contact:

Hector Cantu
(281) 717-4016
Hector@B2ZEng.com
www.B2ZEng.com

AUTHORIZED SIGNATURE

The specific hourly rate within each classification listed under Labor/Staff Classification depends on the experience, training, and qualifications of the personnel. A two (2) hour minimum billing at the applicable rate will be assessed per visit to project site.

Services provided on Saturday, Sunday and all work in excess of "normal" work hours will be invoiced at an overtime rate of 1.5 times the applicable rate for the work performed. The cost of services is based upon the assumption that services will be provided during "normal" working hours. Normal working hours are between 7:00 a.m. and 6:00 p.m., Monday through Friday.

**EXHIBIT “B” – CIVIL RIGHTS
PROVISIONS & FEDERAL MANDATED
PROVISIONS**

**AGREEMENT
BETWEEN CITY OF EDINBURG
AND B2Z ENGINEERING**

**ASSURANCE OF COMPLIANCE WITH CIVIL RIGHTS
REQUIREMENTS**
**ASSURANCE OF COMPLIANCE WITH TITLE VI OF
THE CIVIL RIGHTS ACT OF 1964**

As a condition of receipt of federal financial assistance from the Department of the Treasury, the City of Edinburg (hereinafter referred to as "the Recipient") must ensure that any contract or sub-award (hereinafter referred to as "the contractor") provides the assurances stated herein. The federal financial assistance may include federal grants, loans and contracts to provide assistance to the recipient's beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass contracts of guarantee or insurance, regulated programs, licenses, procurement contracts by the Federal government at market value, or programs that provide direct benefits. This assurance applies to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that the Recipient may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of this assurance apply to all of the recipient's programs, services and activities, so long as any portion of the recipient's program(s) is federally assisted in the manner proscribed above.

1. The Contractor ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal funds, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166; directives; circulars; policies; memoranda and/or guidance documents.
2. The Contractor acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Recipient understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, Recipient shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities.
3. The Contractor understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Recipient's programs, services, and activities.
4. The Contractor agrees to consider the need for language services for LEP persons during development of applicable budgets and when conducting programs, services and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on LEP, please visit <http://www.lep.gov>.
5. The Contractor acknowledges and agrees that compliance with this assurance constitutes a condition of continued receipt of federal financial assistance and is binding upon.
6. The Contractor and Contractor's successors, transferees and assignees for the period in

which such assistance is provided. Contractor acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every contract or agreement subject to Title VI and its regulations between the Contractor and the Contractor's sub-grantees, contractors, subcontractors, successors, transferees, and assignees:

The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

FEDERALLY MANDATED PROCUREMENT CONTRACT PROVISIONS

Appendix II to 2 CFR Part 200

Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable. The Contractor and all of its Subcontractors shall comply with these Federal provisions. The Contractor shall include this document in all subcontracts and ensure it is also included in all lower-tier subcontracts of the Subcontractor.

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964- 1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146- 3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40

hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier, up to the non-Federal award.

(J) See §200.322 Procurement of recovered materials.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014]

EXHIBIT “B” – MASTER AGREEMENT

AGREEMENT BETWEEN CITY OF EDINBURG AND B2Z ENGINEERING

STATE OF TEXAS §
COUNTY OF HIDALGO §
CITY OF EDINBURG §

AGREEMENT BETWEEN THE
CITY OF EDINBURG AND B2Z
ENGINEERING, LLC FOR
GEOTECHNICAL ENGINEERING
SERVICES PURSUANT RFQ NO.
2022-008

The City of Edinburg, Hidalgo County, Texas, a municipal corporation, (hereinafter "City") and B2Z Engineering, LLC (hereinafter "Consultant"), are the parties to this Agreement.

RECITALS

WHEREAS, City has authorized staff to request proposals for the On-Call Professional Services, the Consultant shall provide for specific projects as may be requested by the City. Such services shall be defined, scheduled, and authorized in subsequent Task Orders. Services may include, but not be limited to Geotechnical Engineering Services, and or other as-needed services as stated in Exhibit "A", and

WHEREAS, Consultant has the professional knowledge and abilities to perform professional geotechnical engineering services; and

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

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

SECTION I
EMPLOYMENT OF CONSULTANT

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

SECTION II
SERVICES OF CONSULTANT

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

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

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

SECTION III **RESPONSIBILITY OF THE CITY**

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

SECTION IV **RESPONSIBILITIES OF CONSULTANT**

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

Services. If Consultant fails to meet applicable professional standards, Consultant shall without additional compensation correct or revise any errors or deficiencies, with or without request to do so by the City.

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

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

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

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

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

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

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

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

SECTION V

PAYMENT AND FEES

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

A. City hereby agrees to pay a sum not to exceed that which is included in a specific Task Order and authorized by a Notice to Proceed, notwithstanding any contrary indications that may be contained in Consultant's proposal, for services to be performed and reimbursable costs incurred under this Agreement. City shall pay Consultant for services rendered on a lump sum basis pursuant to any specific Task Order and in the manner set forth therein. Consultant shall submit all invoices to City in the manner specified herein. Except as specifically authorized by City in writing, Consultant shall not bill City for duplicate services performed by more than one person. Consultant and City acknowledge and agree that compensation paid by City to Consultant under this Agreement is based upon Consultant's estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Consultant. Consequently, the parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Consultant and its employees, agents, and subcontractors may be eligible. City therefore has no responsibility for such contributions beyond compensation required under this Agreement.

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

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

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

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

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

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

f. Any Services are defective, requiring correction or replacement;

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

h. Liens have been filed in connection with the Services; or

i. Other items entitle City to a set-off against the payment amount.

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

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

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

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

G. The City may, at any time, request Consultant to make changes within the scope of the Services or to perform extra work. If any request by the City for a change or extra work causes an increase or decrease in the cost or the time required for performance of the work, or any change to this Agreement, Consultant shall, within fourteen (14) days from the date it receives the City's request, unless the City Engineer grants additional time in writing, submit in writing a proposal for accomplishing such changed or extra work. This proposal shall define, if applicable, any increase or decrease in cost or time of completion or other change to this Agreement. The City must approve

any change orders, pursuant to the City's Code of ordinances and policies and procedures and any other applicable laws of this State, before making the changes. The City will not be liable for any costs incurred by Consultant from performance of a change or extra work prior to issuance of a change order to this Agreement.

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

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

SECTION VI

TERM OF AGREEMENT

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

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

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

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

E. The City reserves the right to suspend work on the Services, with or without cause, in whole or in part, upon giving notice to Consultant. Consultant shall resume the Services so suspended when directed to do so by the City. The City shall have no liability to Consultant except for charges for Services performed by Consultant and accepted by the City prior to receipt of notice of suspension of Services. If only a portion of the Services are suspended, Consultant shall be compensated only for Services of which are not suspended and are actually performed during such suspension.

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

SECTION VII

MINIMUM INSURANCE REQUIREMENTS

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

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

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

or \$500,000 combined single limits
- D. City's Protective Liability

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

or \$500,000 combined single limits

E. Professional Liability

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

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

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

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

I. Consultant hereby agrees as follows:

1. To punctually pay or cause to be paid all premiums and other sums payable under each insurance policy required to be obtained, kept, and maintained pursuant to this Lease;
2. To maintain in full force and effect the policies required to be carried to the extent so required to be carried pursuant to the terms hereof;
3. To ensure that all Casualty Proceeds are paid to the Party entitled to receive same;

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

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

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

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

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

SECTION IX **CONTROLLING LAW, MANDATORY VENUE, AND FEES AND EXPENSES**

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

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

SECTION X

INDEMNIFICATION

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

B. Consultant agrees to assist City in defense of claims or litigation brought against the City related to this project, including any claims related to design or any other services provided by consultant regarding this agreement.

SECTION XI

LIMITATION OF LIABILITY

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

SECTION XII

AGREEMENT CONSTRUCTION

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

SECTION XIII
NO PENDING LITIGATION

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

SECTION XIV
SEVERABILITY

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

SECTION XV
NOTICE

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

(a) Notices to the City:

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

With a copy to:

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

(b) Notices to Consultant:

900 S. Steward Rd, Ste 4
Mission, Texas 78572
Attn.: Aisha Gonzalez

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

SECTION XVI **NON-APPROPRIATIONS**

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

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

SECTION XVII **SUCCESSORS AND ASSIGNS**

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

SECTION XIX **CONFLICT OF TERMS**

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

SECTION XX **NO WAIVERS OR ACCORD AND SATISFACTION**

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

B. No failure or delay of any Party, in any one or more instances (i) in exercising any power, right, or remedy under this Agreement or (ii) in insisting upon the

strict performance by the other Party of such other Party's covenants, obligations, or agreements under this Lease, shall operate as a waiver, discharge, or invalidation thereof, nor shall any single or partial exercise of any such right, power, or remedy or insistence on strict performance, or any abandonment or discontinuance of steps to enforce such a right, power, or remedy or to enforce strict performance, preclude any other or future exercise thereof or insistence thereupon or the exercise of any other right, power, or remedy. The covenants, obligations, and agreements of a defaulting Party and the rights and remedies of the other Party upon a default shall continue and remain in full force and effect with respect to any subsequent breach, act, or omission.

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

Section XXI

Notice of Governing Law for State and Federal Grant Projects

The Consultant agrees to abide by all applicable laws and regulations and to make all applicable records and other documentary data available at any time for the purpose of an audit and to ensure compliance with relevant State and federal laws, including but not entirely limited to, those provisions found any future Job Task Orders.

EXECUTED by the parties in triplicate originals on this 1st day of October 2022.

CITY OF EDINBURG:

BY: _____

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

ATTEST:

BY: _____

Clarice Y. Balderas, City Secretary



APPROVED AS TO FORM:

Omar Ochoa Law Firm, P.C.

BY: _____

Omar Ochoa, City Attorney

B2Z ENGINEERING, LLC

BY: _____

Aisha Gonzalez
President / Owner
900 S. Stewart Rd, Ste. 4
Mission, Texas 78572
Phone: (956) 585-3773
Email: Aisha@B2ZEng.com

Attachments: Exhibit "A" RFQ 2020-008, Scope of Services and Proposal
Exhibit "B" Insurance
Exhibit "C" Fee Schedule

**EXHIBIT "A" TO AGREEMENT BETWEEN THE CITY OF EDINBURG AND B2Z
ENGINEERING, LLC FOR GEOTECHNICAL ENGINEERING SERVICES PURSUANT
TO RFQ NO. 2022-008**

REQUEST FOR QUALIFICATIONS (RFQ)

FOR

RFQ #2022-008 GEOTECHNICAL ENGINEERING SERVICES

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REQUEST FOR STATEMENT OF QUALIFICATIONS

The City of Edinburg is soliciting sealed request for statement of qualifications; hereinafter referred to as RFQ, to be received by the City Secretary's Office located at 415 W. University Drive, Edinburg, Texas 78541. City of Edinburg normal business days are Monday through Friday between the hours of 8:00 a.m. to 5:00 p.m. and shall be closed on recognized holidays.

RFQ'S will be received until 3:00 p.m. Central Time, on **Tuesday, August 2, 2022**, shortly thereafter all submitted RFQ'S will be gathered and taken to the Edinburg City Hall Community Room, 1st Floor, to be publicly opened and read aloud. Any RFQ received after the closing time will not be accepted and will be returned to the submitter unopened. It is the responsibility of the submitter to see that any RFQ submitted shall have sufficient time to be received by the City Secretary's Office prior to the RFQ opening date and time. The receiving time in the City Secretary's Office will be the governing time for acceptability of the RFQ's. RFQ's will not be accepted by telephone or facsimile machine. All RFQ'S must bear original signatures and figures. The RFQ shall be for:

RFQ # 2022-008 GEO-TECHNICAL ENGINEERING SERVICES

Respondents receiving a "NOTICE TO RESPONDENTS" and/or "REQUEST FOR STATEMENT OF QUALIFICATIONS" notice in the mail or reading same in the newspaper are advised that the solicitation documents can be downloaded from the City of Edinburg web page address: www.cityofedinburg.com, or may obtain copies of same by contacting the office of: LORENA FUENTES, PURCHASING AGENT, LOCATED AT 415 W. UNIVERSITY DRIVE, EDINBURG, TX 78541 by calling (956) 388-1895 Ext. 8972 or by e-mailing your request to the following e-mail address: lfuentes@cityofedinburg.com

If you have any questions or require additional information regarding this RFQ, please contact **Mr. Mardoqueo Hinojosa, P.E., CFM, CPM, City Engineer**, at (956) 388-8211.

Hand Delivered RFQ'S:

415 W. University Drive
C/o City Secretary Department
(1st Floor)

If using Land Courier (i.e. FedEx, UPS):

City of Edinburg
C/o City Secretary
415 W. University Drive
Edinburg, Texas 78541

If Mailing Proposals:

City of Edinburg
C/o City Secretary
P.O. Box 1079
Edinburg, Texas 78540-1079

The City of Edinburg reserves the right to refuse and reject any or all RFQ's and to waive any or all formalities or technicalities and to accept the RFQ deemed most advantageous to the City, and hold the RFQ's for a period of 90 days without taking action.

RFQ's must be submitted in an envelope sealed with tape and prominently marked on the lower left hand corner of the envelope with corresponding RFQ number and title.

Please read your requirements thoroughly and be sure that the RFQ offered complies with all requirements/specifications noted. Any variation from the solicitation requirements/specifications must be clearly indicated by letter, on a point by point basis, attached to and made a part of your RFQ. If no exceptions are noted, and you are the successful respondent, it will be required that the service(s) be provided as specified.

PURPOSE

The purpose of these solicitation documents is to execute a Professional Services Contract for:

RFQ # 2022-008 GEOTECHNICAL ENGINEERING SERVICES

INTENT

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

SUBMITTAL OF RFQ

RFQs shall be submitted in sealed envelopes as called referenced on the attached solicitation. Six (6) complete sets of the response One (1) original marked "**ORIGINAL**," and Five (5) **COPIES** marked. In addition, a **USB** with a PDF file of response must be provided. RFQs submitted by facsimile (fax) or electronically shall **NOT** be accepted. Submittal of an RFQ in response to this solicitation constitutes an offer by the respondent. Once submitted, RFQ's become the property of the City of Edinburg and as such the City reserves the right to use any ideas contained in any RFQ regardless of whether that respondent/firm is selected. Submission of a RFQ in response to this solicitation, by any respondent, shall indicate that the respondent(s) has/have accepted the conditions contained in the RFQ, unless clearly and specifically noted in the RFQ submitted and confirmed in the contract between the City and the successful respondent otherwise. RFQs which do not comply with these requirements may be rejected at the option of the City. RFQs must be filed with the City of Edinburg before the deadline day and hour. No late RFQs will be accepted. They will be returned to respondent unopened (if properly identified). Failure to meet RFQ requirements may be grounds for disqualification.

Hand Delivered RFQ'S:

415 W. University Drive
C/o City Secretary Department (1st Floor)

If using Land Courier (i.e.FedEx, UPS):

City of Edinburg
C/o City Secretary
415 W. University Drive
Edinburg, Texas 78541

If Mailing RFQ's:

City of Edinburg
C/o City Secretary

P.O. Box 1079
Edinburg, Texas 78540-1079

TIME ALLOWED FOR ACTION TAKEN

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

RIGHT TO REJECT/AWARD

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

ASSIGNMENT

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

AWARD

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

NUMBER OF CONTRACTS

THE CITY reserves the right to award one, more than one, or no contract(s) in response to this RFQ.

STATUTORY REQUIREMENTS

It shall be the responsibility of the successful respondent to comply with all applicable State & Federal laws, Executive Orders and Municipal Ordinances, and the Rules and Regulations of all authorities having jurisdiction over the work to be performed hereunder and such shall apply to the contract throughout, and that they will be deemed to be included in the contract as though written out in full in the contract documents.

ALTERATIONS/AMENDMENTS TO RFQ

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

NO RESPONSE TO RFQ

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

LIST OF EXCEPTIONS

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

PAYMENT

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

SYNONYM

Where in this solicitation package SERVICES is used, its meaning shall refer to the request for qualifications **GEOTECHNICAL SERVICES** as specified.

RESPONDENT'S EMPLOYEES

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

INDEMNIFICATION CLAUSE

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

INTERPRETATIONS

Any questions concerning the project and/or specifications/requirements with regards to this solicitation for statement(s) of qualifications shall be directed to the designated individuals as outlined in the RFQ. Such interpretations, which may affect the eventual outcome of this request for statements of qualifications, shall be furnished in writing to all prospective Respondents via Addendum. No interpretation shall be considered binding unless provided in writing by the City of Edinburg in accordance with paragraph entitled "Addenda and Modifications".

VERBAL THREATS

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

CONFIDENTIAL INFORMATION

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

PAST PERFORMANCE

Respondent's past performance shall be taken into consideration in the evaluation of RFQ submittal.

JURISDICTION

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

RIGHT TO AUDIT

The City of Edinburg reserves the right to audit the vendor's books and records relating to the performance of this contract. The City of Edinburg, at its own expense, shall have the right at all reasonable times during normal business hours and upon at least twenty-four (24) hours' advance notice, to audit, to examine, and to make copies of or extracts from the books of account and records maintained by the vendor(s) with respect to the Supply/Service and/or Purchase Contract. If such audit shall disclose overpayment by City to vendor, written notice of such overpayment shall be provided to the vendor and the amount of overpayment shall be promptly reimbursed by vendor to the City. In the event any such overpayment is not paid within five (5) business days after receipt of such notice, the unpaid amount of such overpayment shall bear interest at the rate of one percent (1%) per month from the date of such notice until paid.

VENUE

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

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.

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 visit the Texas Ethics Commission web page at www.ethics.state.tx.us/forms/CIQ.pdf.

CERTIFICATE OF INTERESTED PARTIES (Form 1295)

(25) 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 www.ethics.state.tx.us/forms/CIQ.pdf.

CONFIDENTIALITY OF INFORMATION AND SECURITY

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

TERMINATION OF CONTRACT

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

RESPONSE DEADLINE

Responses to the RFQ must be addressed to Mr. Mardoqueo Hinojosa, P.E., CFM, CPM, City Engineer, City of Edinburg, 415 W. University Drive by **August 2, 2022 until 3:00 p.m.** for consideration. An original and Five (5) **COPY** sets of the response must be submitted no later than this date and time in a **sealed envelope** indicating that its contents are in response to the RFQ for "**RFQ #2022-008 GEOTECHNICAL ENGINEERING SERVICES**". In addition, a **USB with a PDF file of response must be provided**. Respondents are advised that all confidential records must be submitted in a **separate sealed envelope and marked accordingly**.

Hand Delivered RFQ's:

415 W. University Drive
C/o City Secretary Department (1st Floor)

If using Land Courier (i.e. FedEx, UPS):

City of Edinburg
C/o City Secretary
415 W. University Drive
Edinburg, Texas 78541

If Mailing RFQs:

City of Edinburg
C/o City Secretary
P.O. Box 1079
Edinburg, Texas 78540-1079

ADDENDA AND MODIFICATIONS

Any changes, additions, or clarifications to the RFQ are made by amendments (addenda). Any respondent in doubt as to the true meaning of any part of the RFQ or other documents may request an interpretation from the Purchasing Division. At the request of the respondent, or in the event the Purchasing Division deems the interpretation to be substantive, the interpretation will be made by written addendum. Said Addenda shall be mailed, e-mailed, hand delivered and/or faxed, to all prospective respondents. All Addenda issued in respect to this RFQ shall be considered official changes to the original documents. Verbal statements in response to inquiries and/or requests for explanations shall not be authoritative or binding. It shall be the respondent's responsibility to ensure that they have received all Addenda in respect to this project. Furthermore, respondents are advised that they must recognize, comply with, and attach a signed copy of each Addendum which shall be made part of their RFQ Submittal. Respondent(s) signature on Addenda shall be interpreted as the respondent's "recognition and compliance to" official changes as outlined by the City of Edinburg and as such are made part of the original solicitation documents. Failure of any respondent to receive any such addendum or interpretation shall not relieve such respondent from its terms and requirements. Addendums are available online at www.cityofedinburg.com.

RFQ PREPARATION COSTS

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

EQUAL EMPLOYMENT OPPORTUNITY

Respondent agrees that they will not discriminate in hiring, promotion, treatment, or other terms and conditions of employment based on race, sex, national origin, age, disability, or in any way violate Title VII of

1964 Civil Rights Act and amendments, except as permitted by said laws.

AUTHORIZATION TO BIND RESPONDENT TO RFQ

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

Confidential Information Respondents are advised that all confidential records must be submitted in a separate sealed envelope and marked accordingly.

GENERAL

The City of Edinburg's Department of Engineering is currently seeking to retain a rotation list of qualified professional Geotechnical Engineering firms to provide Geotechnical Engineering and Material Testing. The term of the contract will be two (2) years from 10/01/2022 – 09/30/2024. The services request is to provide the following services: Geotechnical Engineering, Construction Materials Testing and Engineering, and Environmental Services of any and all City Projects. It is anticipated that Geotechnical Engineering firms will lead full teams of engineers and or related consultants as needed for each project. This document outlines the requirements, selection process and documentation necessary to submit to this Request for Qualifications (RFQ).

SCOPE OF SERVICES

The selected firm(s) will report to, and operate under, the direction of City of Edinburg's Department of Engineering staff. Must have a Texas Licensed Professionals with superior background, training, and qualifications meeting all requirements of this RFQ, Registered or licensed in the State of Texas. The scope of services required by this RFQ may include some or all of the following services:

1. Geotechnical:

- A. Slab on Grade Foundation Evaluation and Recommendation
- B. Special Construction Details for Removal of Ground or Surface Water, Existence of Expansive Clay, Hydrostatic Pressure, etc.
- C. Site Work
- D. Retention Systems
- E. Field Exploration
- F. Laboratory Testing
- G. Analysis and Reports
- H. Other Geotechnical Evaluation
- I. Environmental Reports

2. Construction Materials Testing:

- A. Plans Review
- B. Earthwork Services
- C. Density Testing
- D. Post Construction Services
- E. Foundation Inspection Services
- F. Concrete Services
- G. Structural Steel Services
- H. Other Laboratory Construction Testing for Infrastructure and/or Building Projects.

All qualified firms or persons shall have current licenses as required under the State of Texas for the provisions of services requested for the City of Edinburg.

CONTRACT

A sample Professional Services Agreement is attached for review of all firms submitting an RFQ. Each firm must carefully review all sections and pay special attention to the indemnity and insurance portions of the agreement. Insurance requirements are included in the Agreement and they must be satisfied prior to the execution of the Agreement. Note that the City does not ordinarily allow modifications to the standard agreement.

PAYMENT

The method of payment to the selected firms shall be on a time-and-material basis. This amount shall include labor, overhead, profit and expenses including transportation, communications, and materials. Progress payments will be based on actual hours and contract hourly rates charged to a particular task on a monthly basis. Each invoice submitted to the City for payment shall contain a brief description of the work billed on that invoice, total billed to date, total paid to date and amount remaining.

SUBMITTAL REQUIREMENTS

Geotechnical Engineering Services Request for Qualifications (RFQ) is requested to be submitted to the **City Secretary's Office at 415 W. University Dr. Edinburg, Texas 78541 no later than 3:00 PM on August 2, 2022.**

The RFQ must be submitted according to the instructions outlined herein. Each response should include, at a minimum, the following items not excluding the selection process criteria:

1. Transmittal letter – Indicate interest and commitment to perform services for the City of Edinburg, include contact information (physical address, telephone, fax, cell phone, and email address) for the primary person responsible for your RFQ who will be the point of contact for the City on all correspondence and communications pertaining to the RFQ. State whether any addendums to this RFQ have been received by your firm and whether consideration of their content has been included in your RFQ. The letter must be signed by an officer of the firm who is authorized to bind the firm to contract and shall contain a statement to this effect;
2. Firm Qualification and Experience – Discuss the firm's experience and history in performing engineering and project management services in a timely manner, particularly for other governmental agencies in the past five (5) years. Discuss the firm's uniqueness to best perform these services for the City. Identify the office location that will be providing the services and the approach to handling part-time staffing needs for smaller assignments.
3. Team Member Qualifications and Experience – Submit resumes summarizing qualifications and experience of project manager, key staff and any support staff likely to be assigned to the work.
4. References – Provide at least three references (names and current phone numbers) from recent work and List all past projects with the City of Edinburg for each proposed team member. Include a brief description of the projects associated with the reference, and the role of the individual.
5. Insurance - Provide information on the types and amounts of insurance carried by the PSP, including General Liability, Auto Coverage, Worker's Compensation, and Professional Liability Coverage. A list of any insurance claims against the firm within the past 5 years.
6. Professional Services Agreement – Provide a statement that the Professional Services Agreement has been read, that the firm will meet the prerequisite insurance requirements, and the firm, if selected, agrees to enter in to such agreement.
7. Contact Information – Each firm must submit the firms two (2) different contact information (Name, Title, Address, Phone Number, Mobile Number, and Email Address).
8. Presentation – Each firm must submit six (6), one (1) original and five (5) bound copies of the RFQ. In addition, a USB with a PDF file of response must be provided.

SELECTION PROCESS

Evaluation will include confirmation by City Staff that respondents have the required registration, license, insurance or expertise to render requested services. The evaluation process is not intended to select one best qualified provider but rather shall include several similarly qualified providers that will be placed on a pre-qualified list.

The selection Committee shall screen and rate all of the respondents that are submitted. Selection ratings will be based on 100-point scale rating and shall be based on the following criteria.

a.	Overall Qualification of Team	40 points
b.	Previous Experience with City	10 points
c.	Ability to meet Schedules and Deadlines	30 points
d.	Stability and References	15 points
e.	Presentation	5 points

The City may select one (1) or more firms to provide services based on this evaluation. This process will result in the selection of a firm or firms to provide services. The City reserves the right to reject any and all RFQ's for any reason whatsoever. The City may waive informalities or irregularities in the RFQ's received where such is merely a matter of form and not substance, and the correction or waiver thereof is deemed by the City not prejudicial to other RFQ's.

After the selection of the most qualified firm(s), scope of services and billing rates will be negotiated and used as attachments to the City's Professional Services Agreement. This Agreement will then be submitted to the City Council for approval. If the City and the selected firm cannot successfully negotiate an agreement, then the City will enter into negotiations with the next best qualified firm on the evaluation rating list. This procedure may be repeated until one (1) or more firms has been selected and approved by the City Council.

The City currently anticipates conducting the selection process proceeding in accordance with the following list of milestones. This schedule is subject to revision and the City reserves the right to modify this schedule as necessary, in its sole discretion.

RFQ Issued	July 15, 2022
Publish RFQ	July 15 & 22, 2022
RFQ Submission Deadline (Post Marked or Delivered)	August 2, 2022
RFQ Review	August 3 – 8, 2022
City Council Selects Firm(s)	August 16, 2022

CITY CONTACT

If you should have any questions regarding the preparation of the RFQ contact Mr. Mardoqueo Hinojosa, P.E., CFM, CPM, City Engineer at (956) 388-8211 or mhinojosa@cityofedinburg.com.

Responses to the RFQ must be addressed to City Secretary's Office, City of Edinburg, and received at City Hall, at 415 W. University Drive, Edinburg, Texas 78541 by **August 2, 2022 and no later than 3:00 pm**. Six (6) complete sets of the response no larger than 30 bound pages must be submitted no later than this date and time (cover and index sheets excluded from 30 page count). In addition, a USB with a PDF file of

response must be provided. In addition, a USB with a PDF file of response must be provided. The RFQ is to be placed in a sealed envelope indicating that its contents are in response to the Request for Qualifications for the **GEOTECHNICAL ENGINEERING SERVICES**.

STATE OF TEXAS §
COUNTY OF HIDALGO §
CITY OF EDINBURG §

AGREEMENT BETWEEN THE
CITY OF EDINBURG AND
DISCIPLINE CONSULTANT FOR
PROFESSIONAL DISCIPLINE
SERVICES PURSUANT RFQ NO.
2022-0XX

The City of Edinburg, Hidalgo County, Texas, a municipal corporation, (hereinafter "City") and **FIRM NAME**, Inc (hereinafter "Consultant"), are the parties to this Agreement.

RECITALS

WHEREAS, City has authorized staff to request proposals for the On-Call Professional Services, the Consultant shall provide for specific projects as may be requested by the City. Such services shall be defined, scheduled, and authorized in subsequent Task Orders. Services may include, but not be limited to Engineering, Project management services, and or other as-needed services as stated in Exhibit "A", and

WHEREAS, Consultant has the professional knowledge and abilities to perform the professional engineering and project management services; and

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

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

SECTION I
EMPLOYMENT OF CONSULTANT

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

SECTION II
SERVICES OF CONSULTANT

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

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

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

SECTION III **RESPONSIBILITY OF THE CITY**

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

SECTION IV **RESPONSIBILITIES OF CONSULTANT**

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

Services. If Consultant fails to meet applicable professional standards, Consultant shall without additional compensation correct or revise any errors or deficiencies, with or without request to do so by the City.

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

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

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

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

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

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

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

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

SECTION V

PAYMENT AND FEES

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

A. City hereby agrees to pay a sum not to exceed that which is included in a specific Task Order and authorized by a Notice to Proceed, notwithstanding any contrary indications that may be contained in Consultant's proposal, for services to be performed and reimbursable costs incurred under this Agreement. City shall pay Consultant for services rendered on a lump sum basis pursuant to any specific Task Order and in the manner set forth therein. Consultant shall submit all invoices to City in the manner specified herein. Except as specifically authorized by City in writing, Consultant shall not bill City for duplicate services performed by more than one person. Consultant and City acknowledge and agree that compensation paid by City to Consultant under this Agreement is based upon Consultant's estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Consultant. Consequently, the parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Consultant and its employees, agents, and subcontractors may be eligible. City therefore has no responsibility for such contributions beyond compensation required under this Agreement.

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

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

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

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

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

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

f. Any Services are defective, requiring correction or replacement;

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

h. Liens have been filed in connection with the Services; or

i. Other items entitle City to a set-off against the payment amount.

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

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

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

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

G. The City may, at any time, request Consultant to make changes within the scope of the Services or to perform extra work. If any request by the City for a change or extra work causes an increase or decrease in the cost or the time required for performance of the work, or any change to this Agreement, Consultant shall, within fourteen (14) days from the date it receives the City's request, unless the City Engineer grants additional time in writing, submit in writing a proposal for accomplishing such changed or extra work. This proposal shall define, if applicable, any increase or decrease in cost or time of completion or other change to this Agreement. The City must approve

any change orders, pursuant to the City's Code of ordinances and policies and procedures and any other applicable laws of this State, before making the changes. The City will not be liable for any costs incurred by Consultant from performance of a change or extra work prior to issuance of a change order to this Agreement.

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

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

SECTION VI

TERM OF AGREEMENT

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

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

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

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

E. The City reserves the right to suspend work on the Services, with or without cause, in whole or in part, upon giving notice to Consultant. Consultant shall resume the Services so suspended when directed to do so by the City. The City shall have no liability to Consultant except for charges for Services performed by Consultant and accepted by the City prior to receipt of notice of suspension of Services. If only a portion of the Services are suspended, Consultant shall be compensated only for Services of which are not suspended and are actually performed during such suspension.

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

SECTION VII

MINIMUM INSURANCE REQUIREMENTS

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

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

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

or \$500,000 combined single limits
- D. City's Protective Liability

1. Bodily Injury
\$250,000 each person
\$500,000 each occurrence

2. Property Damage
\$100,000 each occurrence
\$100,000 each aggregate

or \$500,000 combined single limits

E. Professional Liability

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

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

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

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

I. Consultant hereby agrees as follows:

1. To punctually pay or cause to be paid all premiums and other sums payable under each insurance policy required to be obtained, kept, and maintained pursuant to this Lease;
2. To maintain in full force and effect the policies required to be carried to the extent so required to be carried pursuant to the terms hereof;
3. To ensure that all Casualty Proceeds are paid to the Party entitled to receive same;

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

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

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

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

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

SECTION IX **CONTROLLING LAW, MANDATORY VENUE, AND FEES AND EXPENSES**

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

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

SECTION X
INDEMNIFICATION

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

B. Consultant agrees to assist City in defense of claims or litigation brought against the City related to this project, including any claims related to design or any other services provided by consultant regarding this agreement.

SECTION XI
LIMITATION OF LIABILITY

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

SECTION XII
AGREEMENT CONSTRUCTION

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

SECTION XIII
NO PENDING LITIGATION

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

SECTION XIV
SEVERABILITY

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

SECTION XV
NOTICE

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

(a) Notices to the City:

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

With a copy to:

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

(b) Notices to Consultant:

xxx E. Address, Suite 1
Edinburg, Texas 78542
Attn.: Mr., P.E.

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

SECTION XVI **NON-APPROPRIATIONS**

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

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

SECTION XVII **SUCCESSORS AND ASSIGNS**

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

SECTION XIX **CONFLICT OF TERMS**

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

SECTION XX **NO WAIVERS OR ACCORD AND SATISFACTION**

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

B. No failure or delay of any Party, in any one or more instances (i) in exercising any power, right, or remedy under this Agreement or (ii) in insisting upon the

strict performance by the other Party of such other Party's covenants, obligations, or agreements under this Lease, shall operate as a waiver, discharge, or invalidation thereof, nor shall any single or partial exercise of any such right, power, or remedy or insistence on strict performance, or any abandonment or discontinuance of steps to enforce such a right, power, or remedy or to enforce strict performance, preclude any other or future exercise thereof or insistence thereupon or the exercise of any other right, power, or remedy. The covenants, obligations, and agreements of a defaulting Party and the rights and remedies of the other Party upon a default shall continue and remain in full force and effect with respect to any subsequent breach, act, or omission.

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

Section XXI

Notice of Governing Law for State and Federal Grant Projects

The Consultant agrees to abide by all applicable laws and regulations and to make all applicable records and other documentary data available at any time for the purpose of an audit and to ensure compliance with relevant State and federal laws, including but not entirely limited to, those provisions found any future Job Task Orders.

EXECUTED by the parties in triplicate originals on this ____ day of _____, 2022.

CITY OF EDINBURG:

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

ATTEST:

BY: _____
Clarice Y. Balderas, City Secretary

APPROVED AS TO FORM:

Omar Ochoa Law Firm, P.C.

BY: _____
Omar Ochoa, City Attorney

CONSULTANTS, INC

BY: _____
Mr. , P.E.
President
XXX E. Adress, Suite 1
Edinburg, Texas 78542
Phone: (956)XXX-XXXX
Email:

Attachments: Exhibit "A" RFQ 2020-003, Scope of Services and Proposal
Exhibit "B" Insurance

**EXHIBIT "A" TO AGREEMENT BETWEEN THE CITY OF EDINBURG AND
ENGINEERING CONSULTANT FOR PROFESSIONAL DISCIPLINE SERVICES
PURSUANT TO RFQ NO. 2022-XXX**

**EXHIBIT "B" TO AGREEMENT BETWEEN THE CITY OF EDINBURG AND
ENGINEERING CONSULTANT FOR PROFESSIONAL DISCIPLINE SERVICES
PURSUANT TO RFQ NO. 2022-XXX**

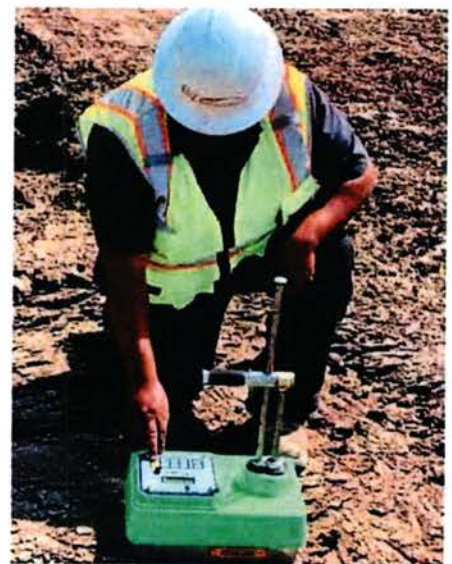
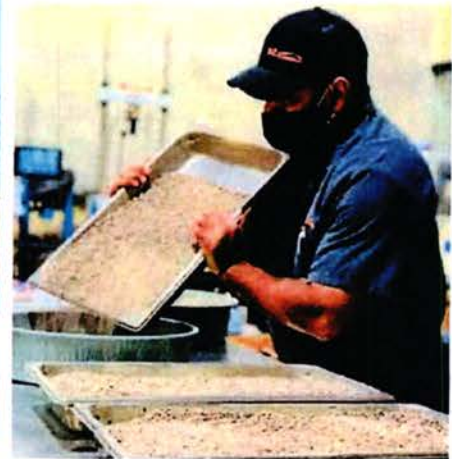


Statement of Qualifications
for

Geotechnical Engineering Services

**RFQ No.:
2022-008**

Submittal Due:
August 2, 2022



B²Z ENGINEERING

Corporate/Mission Office & Laboratory
900 S. Stewart Rd., Ste. 2, 4 & 14
Mission, TX 78572
956.585.3773

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August 1, 2022

Mr. Mardoqueo Hinojosa, P.E., CFM, CPM, City Engineer
City of Edinburg
C/o City Secretary Department (1st Floor)
415 W. University Drive
Edinburg, Texas 78541

RE: RFQ #: 2022-008 Geotechnical Engineering Services

Dear Mr. Hinojosa,

B2Z Engineering, LLC (B2Z) is pleased to present our Statement of Qualifications (SOQ) in response to the City of Edinburg's solicitation for Geotechnical Engineering Services. B2Z is excited and pleased to express our interest and commitment to **continue** providing quality Geotechnical Engineering and Construction Materials Testing Services to the City of Edinburg as outlined in the above-referenced RFQ.

B2Z is a **HUB, DBE, MBE, and WBE** certified engineering consulting and materials testing firm known for its ability to build positive working relationships with our clients. We have extensive experience in providing Geotechnical & CMT services to the City of Edinburg and stand ready to continue providing those services via this contract. B2Z recently competed on a state-wide basis and was ranked **NUMBER ONE** by the **Texas Department of Transportation (TxDOT)** for their bi-annual **Materials Engineering Statewide** contract.

We have assembled a **uniquely qualified** group of **LOCAL TALENT** with extensive knowledge and technical expertise in geotechnical engineering and construction materials testing. B2Z's team, consisting of professional engineers, technicians, and support staff, operates our **state-of-the-art, AASHTO-accredited, TxDOT & USACE-certified** laboratory in Mission. B2Z is equipped and prepared to continue to meet all schedule demands and adhere to all quality standards set by the City of Edinburg.

B2Z's proposed **Project Manager, Mr. Raphael Campos, P.E.** will serve as the primary contact person responsible for matters regarding our SOQ. He is located at 900 S. Steward Rd, Ste. 2, Mission, TX office and can be contacted by telephone at (956) 585-3773 or by email at Raphael@B2ZEng.com.

Ms. Aisha Gonzalez, as Principal of B2Z Engineering, LLC is authorized to bind the firm to a contract with the City of Edinburg. She is located at 900 S. Steward Rd, Ste. 4, Mission, TX office and can be contacted by telephone at (956) 566-3421 or by email at Aisha@B2ZEng.com.

Please allow me to be the first to say that we sincerely appreciate the opportunity to present our statement of qualifications in response to the City of Edinburg's request. We look forward to the opportunity to continue our working relationship with the city, should we be selected. We thank you for your time, consideration, and attention.

Respectfully,



Aisha Gonzalez
President
B2Z Engineering, LLC



900 S. Stewart Rd., Suite 4 • Mission, TX 78572
(956) 585-3773 • www.B2ZEng.com

Firm Qualification and Experience

Firm Introduction

B2Z Engineering, LLC (B2Z) is a premier engineering consulting firm established in 2009 and licensed through the State of Texas as a Professional Engineering Firm (TBPE #F-11187). B2Z is 100% **LOCALLY OWNED AND OPERATED** and has been headquartered in the Rio Grande Valley since 2009. B2Z is a **Woman-Owned Minority Business** with engineering offices and materials testing laboratories in Mission, Houston, and Austin. We are a HUB, WBE, MBE, DBE, WOSB, SBE, and SBA 8(a) certified firm. B2Z has a uniquely qualified group of **LOCAL TALENT** with **extensive knowledge and expertise in geotechnical engineering & testing, construction materials testing**, American Society for Testing and Materials (ASTM) testing procedures, American Concrete Institute (ACI) testing procedures, National Institute for Certification of Engineering Technologies (NICET) proficient, the Texas Asphalt Paving Association (TXAPA), and others.

Services under this contract will be performed out of our Mission office. Additional support, if needed, will be provided from our regional offices in Houston and Austin. B2Z's Mission Engineering & Laboratory Offices employs over 30 professional and technical personnel. Services performed out of this office include, but are not limited to geotechnical engineering & testing, construction materials testing, general civil engineering, bridge/roadway design, drainage design, construction/project management, and construction engineering & inspection.

Statement of Interest

B2Z has an executed contract with the City of Edinburg to provide geotechnical engineering and construction materials testing services on an as-needed basis. We are ready and able to continue to provide these services. Our materials testing laboratory is equipped with all the required testing equipment to conduct the geotechnical and materials testing services that may be required by the City of Edinburg's projects.

B2Z is contracted by various entities to provide **geotechnical and construction materials testing services**. These entities include but are not limited to the Cities of Alamo, Edinburg, McAllen, Palmview, and Weslaco, the McAllen Public Utility, Hidalgo County, Hidalgo County Drainage District No. 1, TxDOT, and Hidalgo County Regional Mobility Authority. Last year B2Z was ranked and selected as the **NUMBER ONE** firm for TxDOT's **Materials Engineering Statewide** contract and has been providing geotechnical and materials testing services all over the state. In addition to that contract, **B2Z has been recently awarded four other TxDOT prime contracts for geotechnical engineering and materials testing services**.



Office Providing Services

900 S. Stewart Road, Suites 2, 4, & 14
Mission, TX 78572

Contact Person

Mr. Raphael Campos, P.E.
Raphael@B2ZEng.com
(956) 585-3773



Unique Qualifications

B2Z maintains over 6,000 square feet of combined engineering office and laboratory space in Mission, TX. Our **state-of-the-art laboratory** contains the necessary tools and equipment to provide quality geotechnical engineering and materials testing services. B2Z's team of highly qualified professionals has extensive experience working not only with but for public agencies and understands the nuances and complexities of working within the public sector project model. **Whether we are working on a large/small project, we give each task the same attention to technical excellence and quality control while maintaining responsiveness.**



B2Z also owns and operates **three Geotechnical drilling rigs** and **three drilling support trucks**. We have the capacity and capability to **expedite** geotechnical and materials testing services when necessary. We pride ourselves on hiring local professionals who have **over 200 years of combined TxDOT experience**. B2Z's team is comprised of **over eighteen certified field and laboratory technicians**, half of whom possess more than ten years of individual experience. Their certifications include **Level 1A, 1B, and 2; SB 101, 102, 103, 201, and 202; and ACI**. B2Z would like for the City of Edinburg to continue to view our firm as an extension of its staff, utilizing our expertise whenever necessary.



B2Z's **vast experience** and **quality of services** have allowed us to obtain **AASHTO Accreditation, TxDOT and USACE Certifications** for our Mission-based materials testing laboratory. We utilize the most up-to-date equipment to perform all construction materials testing services. Independent servicing agencies calibrate all our equipment, and our experienced technical staff conducts testing in compliance with all standards set by **AASHTO, ACI, ASTM, and TxDOT**.



In addition to our years of experience in providing compliant geotechnical engineering and construction materials testing, B2Z's staff holds a multitude of TxDOT Pre-Certifications. The following table shows B2Z's current TxDOT geotechnical and materials testing pre-certifications.

B2Z Engineering, LLC - Areas of Certification (TxDOT Pre-Certs.)			
12.1.1	ASPHALTIC CONCRETE PRODUCTION	12.2.1	PLANT INSPECTION AND TESTING
12.1.2	PORTLAND CEMENT CONCRETE	14.1.1	SOIL EXPLORATION
12.1.3	MATERIALS ENGINEERING	14.2.1	GEOTECHNICAL TESTING
12.1.4	ASPHALTIC CONCRETE PLACEMENT	14.3.1	TRANSPORTATION FOUNDATION STUDIES
12.1.5	PORTLAND CEMENT CONCRETE PLACEMENT	14.4.1	BUILDING FOUNDATION STUDIES
12.1.6	EMBANKMENT/SUBGRADE/BACKFILL/BASE PRODUCTION	14.5.1	EVALUATION & DESIGN OF GEOTECHNICAL RELATED STRUCTURES
12.1.7	EMBANKMENT/SUBGRADE/BACKFILL/BASE PLACEMENT		

In addition to being an **AASHTO, TxDOT, and USACE Certified Laboratory**, B2Z's field and laboratory technicians hold the following certifications:

- ACI CONCRETE FIELD-TESTING TECH GRADE 1
- ACI CONCRETE STRENGTH TESTING TECHNICIAN
- ACI AGGREGATE TESTING
- TXAPA HMA PLAN SPECIALIST – LEVEL 1A
- TXAPA SMA ROAD SPECIALIST – LEVEL 1B
- TXAPA HMA MIX DESIGN SPECIALIST – LEVEL 2
- TXAPA PROPERTIES SPECIALIST – SB 101
- TXAPA FIELD SPECIALIST – SB 102
- TXAPA MATERIALS ANALYSIS SPECIALIST – SB 103
- TXAPA STENGTH SPECIALIST – SB 201
- TXAPA COMPRESSIVE STRENGTH SPECIALIST – SB 202
- RADIATION SAFETY OFFICER
- OSHA 10 & OSHA 30
- NUCLEAR GAUGE SAFETY CERTIFIED
- HAZMAT CERTIFIED

Meeting Timeline Requirements & Staffing



We have staff available to begin work immediately for any size project (part-time or full-time). B2Z knows that maintaining a predictable project schedule is paramount to successful project delivery. Our team prides itself on meeting, and often exceeding the schedules developed by our clients and project owners. We have developed a system for project schedule monitoring that has proven itself on over \$1B worth of construction contracts. As a function of our proven system, we would develop a schedule early in the process to

ensure that we have the appropriate staffing levels assigned to the critical path components. This schedule would be developed in conjunction with both the client and any other project stakeholders with consideration of the major project milestones and anticipated project hurdles. B2Z has committed the services of experienced personnel who know and understand the tasks required to perform municipal projects. This will undoubtedly allow us to keep ahead of schedule and add additional resources as appropriate.

On all B2Z projects, we have tailored our project plan of borings to accommodate the design and construction schedule by prioritizing areas that will impact the schedule's critical path. B2Z can mobilize multiple drill rigs on an as-needed basis upon conditional award and approval by the City of Edinburg. Samples will be transported to our local laboratory twice daily and sample prep/testing will begin within 24 hours of receipt. Q/A of test results will occur within 1 day of test completion and the final test report issued within 24 hours. Analysis and draft reporting will be completed within a week on any sample. The following are examples of when B2Z has implemented this process and completed the projects on time, under budget, and to the client's satisfaction:

- SH365 Wetland Mitigation Site – Hidalgo County Regional Mobility Authority (RMA)
- Las Milpas Rd Extension w/ Bridge over HCID#2 Canal – Hidalgo County Precinct #2
- IH 35 and Loop 20 (US 59) Expressway Interchange Project - TxDOT Laredo District
- South Lateral Drain Regional Detention Facilities (Various Locations) – Hidalgo County Drainage District #1
- Mission Lateral Regional Detention Facility – Hidalgo County Precinct #3

Ability to Expedite Services

B2Z is made up of technical and multi-discipline staff of sixty-four (64) employees, thirty-seven (37) fleet vehicles, three (3) Geotechnical drilling rigs, and three (3) drilling support trucks. **We have the capacity and capability to fulfill all requests for expedited geotechnical and material testing services.** *B2Z commits to continue responding promptly to the City of Edinburg's requests as they are received. We will make every effort to minimize scheduling conflicts.* B2Z prefers to schedule field and laboratory work with at least 24 hours of advance notice, however, we understand that certain situations may occur where projects may require emergency services. During these instances, B2Z will make every effort to dispatch the appropriate personnel.



With all drilling and laboratory testing operations owned and managed by B2Z, we have the distinct ability to best manage our resources to meet deadlines.

B2Z Projects

B2Z is currently on the City of Edinburg's Geotechnical and Construction Materials Testing (CMT) rotation list and is very well versed in how the City likes to conduct its business. We have also provided services to governmental agencies throughout the State of Texas including, but not limited to, the City of Alamo, City of McAllen, City of Mission, Hidalgo County, Hidalgo County Drainage District No. 1, and TxDOT.



City of Edinburg – On-Call Geotechnical & Construction Materials Testing (CMT)

Client: City of Edinburg

Contact: Mr. Mardoqueo Hinojosa, P.E., CFM, CPM, City Engineer – Ph. (956) 292-7080

Services Provided: Geotechnical Engineering & Construction Materials Testing

Description/Scope: B2Z was contracted to provide geotechnical and construction materials testing services for various city projects. B2Z has provided materials testing on subgrade roadway, flex base roadway, pipe bedding material, asphalt concrete pavement, hydraulic cement concrete, curbs, gutters, sidewalks, and riprap. B2Z has over twenty (20) work authorizations under this contract. Please see below for a listing of active projects.

- | | |
|--------------------------------------|---------------------------------|
| ▪ Los Lagos Phase V | ▪ Municipal Park Sanitary Sewer |
| ▪ Carmen Avila Subdivision Phase III | ▪ Russell Village Subdivision |
| ▪ 2812 Estates | ▪ Caledonia West Subdivision |
| ▪ Vela & Flores Construction | ▪ Atwood Village Subdivision |
| ▪ Ingle Springs Subdivision | ▪ Atwood Estates Subdivision |
| ▪ Hyde Park | ▪ Alberta Heights Subdivision |
| ▪ The Heights on Trenton Subdivision | ▪ Mariterry Estates Subdivision |

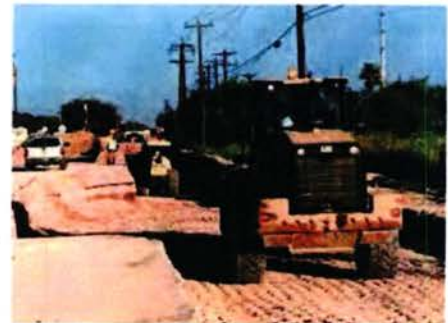
McAllen Public Utility - Sprague Road Sewer Interceptor ~ Phase I

Client: McAllen Public Utility (MPU)

Contact: Mr. Marco A. Vega, P.E., General Manager – Ph. (956) 681-1770

Services Provided: Construction Materials Testing

Description/Scope: The Sprague Road Sewer Interceptor project consisted of the construction of a new 48" sewer line within the McAllen city limits. The project length in total, including accepted alternates, was approximately 6800 linear feet and the depth of the line was more than thirty feet at some locations. B2Z worked closely with MPU and the design engineer during the proposal and negotiation phase to find efficiencies in the testing frequencies that would still satisfy the engineer's requirements but also meet MPU's CMT budget. **B2Z provided materials testing on** embankment (liquid limit/plasticity index, gradations, moisture/density, in-place density), subgrade (pulverization, liquid limit/plasticity index, gradations, moisture/density, in-place density), flexible base stockpile testing (liquid limit/plasticity index, gradations, moisture/density, in-place density, wet-ball, triaxial), flexible base field testing (pulverization, liquid limit/plasticity index, gradations, moisture/density, in-place density), asphaltic concrete pavement testing (coarse aggregate, fines, mineral fillers, combined aggregate, complete mix), and hydraulic cement concrete (structural and non-structural).



City of Weslaco – On-Call Construction Materials Testing (CMT)

Client: City of Weslaco

Contact: Mr. Alberto Aldana, P.E., City Engineer – Ph. (956) 969-1533

Services Provided: Construction Materials Testing

Description/Scope: B2Z is contracted to provide construction materials testing (CMT) services as needed by the City of Weslaco. B2Z is evaluating soil properties, such as moisture content, by conducting laboratory soil tests (Atterberg limits, gradation, standard proctor, nuclear density, compressive strength, and more). Additionally, B2Z is providing field testing services on-site to determine parameters such as field density. B2Z currently has seven work authorizations under this contract, as provided below:



- San Jacinto Estates Phase I & II
- Milanos Estates
- Freedom Storage Subdivision
- Pleasant View Estates
- Ten Fifteen Subdivision
- Fire Station No. 2 (Downtown)
- Police Station w/Municipal Court

City of Alamo – Geotechnical & Construction Materials Testing (CMT)

Client: City of Alamo

Contact: Mr. Bobby Salinas, City Manager – Ph. (956) 787-0006

Services Provided: Geotechnical Engineering & Construction Materials Testing

Description/Scope: B2Z was contracted to provide geotechnical engineering and construction materials testing (CMT) services on an “as-needed” basis. B2Z is currently conducting CMT for the **San Agustin Subdivision Phase III**. Services include testing on subgrade roadway, flex base roadway, pipe final backfill material 12” lifts waterlines, sanitary sewer and drainage, asphalt concrete pavement and hydraulic cement concrete curb & gutter, sidewalks, and riprap (Atterberg limits, moisture/density, and nuclear density, pavement thickness, concrete strength, etc.).

Hidalgo County Drainage District No. 1 – On-Call Geotechnical & Construction Materials Testing (CMT)

Client: Hidalgo County Drainage District No. 1 (HCDD1)

Contact: Mr. Raul Sesin, P.E., CFM, District Manager – Ph. (956) 292-7080

Services Provided: Geotechnical Engineering & Construction Materials Testing

Description/Scope: B2Z was contracted to provide on-call geotechnical and construction material testing services for various projects throughout Hidalgo County. B2Z has 20 CMT & 15 Geotechnical Work Authorizations under various On-Call Contracts including:



Anaquitas Drain Structure (Bond Project #8) (CMT) – B2Z is performing culvert box backfill testing (cement stabilized sand), embankment testing (plasticity index, gradation, moisture/density, in-place density), and flexible base for levee crown (Cast in Place, Type E Grade 4). Additional testing includes hydraulic cement concrete gateway structure, culvert boxes, footing, and riprap.

Mission-McAllen Rado Alternate (Bond Project #25) (CMT) – B2Z is performing embankment testing (plasticity index, gradation, moisture/density, in-place density), backfill testing (plasticity index, gradation, moisture/density, in-place density). Additional testing includes subgrade (4% lime treated), 12” flexbase, asphalt concrete pavement (HMA – QC/QA), hydraulic cement concrete testing on wingwalls (Class C), and riprap/curb/sidewalk (Class A).

Pharr McAllen Drain (Bond Project #31) (CMT) – B2Z is performing embankment testing (plasticity index, gradation, moisture/density, in-place density), backfill testing (plasticity index, gradation, moisture/density, in-place density).

Hidalgo Drain (Bond Project #13) (CMT) – B2Z is performing asphalt concrete pavement testing (complete mix: asphalt content, voids in mineral aggregates (VMA), gradation, moisture content, lab molded density; roadway: in-place air voids, segregation profile, joint density, thermal profile), embankment testing (plasticity index, gradation, moisture/density, in-place density), lime compliance testing, lime-treated subgrade testing (pulverization gradation, plasticity index, gradation, moisture/density, in-place density), untreated flexible base testing (plasticity index, gradation, moisture/density, wet ball mill, triaxial), lime-treated flexible base testing (pulverization gradation, plasticity index, gradation, moisture/density, in-place density). Additional testing includes hydraulic cement concrete testing (Class A).

Mission Lateral- Sections I/II/III (Bond Project #26) (CMT) – B2Z is performing pipe bedding material testing (plasticity index, gradation), embankment testing (plasticity index, gradation, moisture/density, in-place density). Additional testing includes hydraulic cement concrete testing on riprap/field drains.

Jackson Rd Drain (Bond Project #16) (CMT) – B2Z is performing flexible base for cut/restore (plasticity index, gradation, moisture/density, in-place density), asphalt concrete pavement for cut/restore – Type D (complete mix: asphalt content, voids in mineral aggregates (VMA), gradation, lab molded density), pipe bedding material testing (plasticity index, gradation), embankment testing (liquid limit, plasticity index, gradation, moisture/density, in-place density). Additional testing includes hydraulic cement concrete testing on gateway structure & pump system (Class C) and hydraulic cement concrete testing on riprap/field drains.



Mission Inlet Balboa Estates (CMT) – B2Z is performing pipe & box bedding material testing (plasticity index, gradation), embankment testing (plasticity index, gradation, moisture/density, in-place density). Additional testing includes hydraulic cement concrete testing on gateway structure and foundation (Class C) and hydraulic cement concrete testing on riprap/field drains.

Hidalgo Drain and Dicker Road Box Culvert Crossing (CMT) – B2Z is performing backfill testing at non-roadway (general backfill - plasticity index, gradation, moisture/density, in-place density), flexible base for cut/restore – Type E Grade 4 (plasticity index, gradation, wet ball mill, moisture/density, in-place density), pipe bedding material testing (plasticity index, gradation), backfill testing at roadway (cement stabilized backfill - plasticity index, gradation, moisture/density, unconfined compression, in-place density), asphalt concrete pavement for cut/restore – Type D (complete mix: asphalt content, voids in mineral aggregates (VMA), gradation, lab molded density). Additional testing includes hydraulic cement concrete testing (Class C) junction box.

J-09 Drain Phase IV (CMT) – B2Z is performing asphalt concrete pavement for cut/restore – Type D (complete mix: asphalt content, voids in mineral aggregates (VMA), gradation, lab molded density), flexible base for cut/restore (plasticity index, gradation, wet ball mill, moisture/density, in-place density), pipe bedding material testing (plasticity index, gradation), pipe haunch material testing conforming with ASTM D2321 (plasticity index, gradation, moisture/density, in-place density), pipe initial, final and field drain backfill testing (plasticity index, gradation, moisture/density, in-place density). Additional testing includes hydraulic cement concrete testing on riprap/field drains.

Pharr McAllen Drain at HCID 2 Canal (Geo) – B2Z performed qualitative investigation of soil shear strength vs. proposed construction. Field exploration and laboratory testing conducted included moisture content, Atterberg limits, -200 determination, and sieve analysis with hydrometers.

Hidalgo County Health Department Testing/Bio-Safety Laboratory – Edinburg, TX

Client: Hidalgo County

Contact: Eduardo Olivarez, Chief Administrative Officer – Phone: (956) 383-6221

Services Provided: Geotechnical Engineering, Materials Testing, Construction Management, and Inspection Services



Description/Scope: B2Z was contracted to perform geotechnical and construction materials testing for a proposed 10,413 square feet, \$4.08M facility consisting of a clinic, administration, and laboratory. Three (3) borings at a depth of 20 feet were drilled at approximate locations of the proposed building structure. Laboratory testing included Atterberg limits,

gradation (-200), moisture content, sieve analysis, hydrometer, and sulfate content. B2Z provided structural evaluations of the borings, shear strength models, and soil profiles. Shallow foundation analysis and recommendations were provided, as well as construction recommendations.

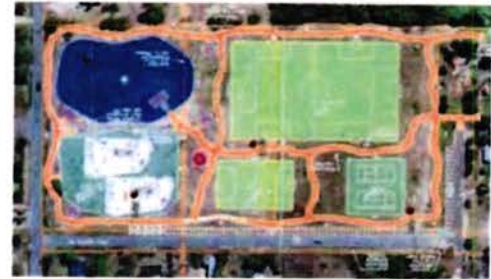
Lopezville Park Improvements Project – San Juan, TX

Client: GDJ Engineering, LLC

Contact: Robert Macheska, P.E., Project Manager – Phone: (956) 684-8698

Services Provided: Geotechnical Engineering Services

Description/Scope: This \$2M park project consisted of a 414,000-square-foot park and recreational center development. The project included a geotechnical investigation of proposed pavilions on drilled shafts, general park equipment, amenities on shallow footings, slabs for restroom facilities, patio rest areas, sports fields, and other items. Additionally, this project contained a proposed pond facility for recreational fishing and float activities. Geotechnical recommendations and analyses included deep foundations for drilled shafts, allowable bearing capacity of the shallow foundations (column square footings, edge strip footings), potential vertical rise (PVR), slab on grade analysis (WRI and PTI), flexible pavement design (for roadway connection, parking areas and inner park routes), global stability modeling for pond side-slopes and permeability modeling of pond soils (recommendations for pond lining).



Hidalgo County Precinct No. 2 – Regional Linear Park Project (RLPP) ~ Section II

Client: Hidalgo County Precinct No. 2

Contact: Commissioner Eduardo “Eddie” Cantu – Ph. (956) 787-1891

Services Provided: Construction Materials Testing and Construction Engineering & Inspection



Description/Scope: B2Z provided material testing on embankment (plasticity index, gradation, moisture/density, in-place density), untreated subgrade (organic content, sulfate content), lime compliance, lime-treated subgrade (pulverization gradation, plasticity index, gradation, moisture/density, in-place density), untreated flexible base (plasticity index, gradation, moisture/density, wet ball mill, triaxial), lime-treated flexible base (pulverization gradation, plasticity index, gradation, moisture/density, in-place density), asphalt concrete pavement (course aggregate: gradation, flat & elongated particles, coarse aggregate angularity, del. matl. and decant; fine aggregates: bar linear

shrinkage, organic impurities, gradation; mineral filler: sand equivalent; complete mix: asphalt content, voids in mineral

aggregates (VMA), gradation, moisture content, lab molded density; roadway: in-place air voids, segregation profile, joint density, thermal profile). Additional testing has included hydraulic cement concrete testing, riprap testing, and drill shaft testing.

Hidalgo County Precinct No. 2 – Dicker Road Expansion Project

Client: Hidalgo County Precinct No. 2

Contact: Commissioner Eduardo “Eddie” Cantu – Ph. (956) 787-1891

Services Provided: Construction Materials Testing and Construction Engineering & Inspection

Description/Scope: **B2Z provided material testing on** lime-treated flexible base (pulverization gradation, plasticity index, gradation, moisture/density, in-place density), asphalt concrete pavement (coarse aggregate: gradation, flat & elongated particles, coarse aggregate angularity, del. matl. and decant; fine aggregates: bar linear shrinkage, organic impurities, gradation; mineral filler: sand equivalent; complete mix: asphalt content, voids in mineral aggregates (VMA), gradation, moisture content, lab molded density; roadway: in-place air voids, segregation profile, joint density, thermal profile), embankment (plasticity index, gradation, moisture/density, in-place density), untreated subgrade (organic content, sulfate content), lime compliance, lime-treated subgrade (pulverization gradation, plasticity index, gradation, moisture/density, in-place density), untreated flexible base (plasticity index, gradation, moisture/density, wet ball mill, triaxial). Additional testing has included hydraulic cement concrete testing, drill shafts, wingwalls, and traffic rail foundation testing.



Hidalgo County Precinct No. 3 – Mile 3 N Road Project

Client: Hidalgo County Precinct No. 3

Contact: Commissioner Everardo “Ever” Villarreal – Ph. (956) 585-4509

Services Provided: Construction Materials Testing and Construction Engineering & Inspection



Description/Scope: **B2Z is providing material testing on** lime-treated subgrade (pulverization gradation, plasticity index, gradation, moisture/density, in-place density), untreated flexible base (plasticity index, gradation, moisture/density, wet ball mill, triaxial), embankment (plasticity index, gradation, moisture/density, in-place density), untreated subgrade (organic content, sulfate content), lime compliance, lime-treated flexible base (pulverization gradation, plasticity index, gradation, moisture/density, in-place density), asphalt concrete pavement (course aggregate: gradation, flat & elongated particles, coarse aggregate angularity, del. matl. and decant; fine aggregates: bar linear shrinkage, organic impurities, gradation; mineral filler: sand equivalent; complete mix: asphalt content, voids in

mineral aggregates (VMA), gradation, moisture content, lab molded density; roadway: in-place air voids, segregation profile, joint density, thermal profile).

TxDOT San Antonio District Improvement Projects (Bexar, Wilson, and Kendall Counties, TX)

Client: TxDOT

Contact: Lizardo Ceballos, P.E. – Ph. (210) 249-2280

Services Provided: Geotechnical Engineering Services

Description/Scope: B2Z was contracted by TxDOT to provide Geotechnical Site Investigation, Boring Logs, and Geotechnical Engineering Analysis / Design (Miscellaneous Geotechnical Design) within the TxDOT San Antonio District. To date, B2Z has completed 6 Work Authorizations under this Contract including:

US 87 Project Wilson County 1 – B2Z provided Geotechnical Investigation of existing pavement, bridge overlay, and subgrade type and consistency. B2Z provided pavement design for the rehabilitation of the pavement (heavy truck corridor). The project was approximately 2.5 miles of roadway



north and within the town of Sutherland Springs, TX. The project included specialty investigation of Potential Vertical Rise issues in the area of a floodplain around Gunn Branch Creek where high plasticity clays were noted.

US 87 Project Bexar County – B2Z provided Geotechnical Investigation of existing pavement and subgrade type and consistency. B2Z provided pavement design for the rehabilitation of the pavement (heavy use urban connection section from US 87 to IH-10). The project was approximately 0.6 miles of roadway within San Antonio, TX. The project illustrated extremely high swelling of soils causing an almost 'rollercoaster-like' feel to the corridor and uncomfortable traffic movements. Soils were determined to be of extremely high plasticity (NRCS Soil Unit: Houston Black Soil) causing the swell. Recommendations for removal and replacement through the rehabilitation were zoned for the project and provided to the Client. A pavement design was completed for the corridor.

IH-410, IH-10, and IH-37 High Mast Illumination Project – B2Z provided Geotechnical Investigation of proposed high mast illumination locations on the interstate facilities noted within San Antonio, TX. The project consisted of approximately 50 borings drilled to 30 to 40 feet. The project also included the design of foundations for various sized High Mast Illumination poles throughout the corridors.

US 87 Project Wilson County 2 – B2Z provided Geotechnical Investigation of existing pavement, bridge overlay, and subgrade type and consistency. B2Z provided pavement design for the rehabilitation of the pavement (heavy truck corridor). The project was approximately 9.75 miles of roadway south and within the towns of Sutherland Springs, TX and Stockdale, TX. The project included denotation of the most cost-effective solution to be able to utilize the existing flexible base and sub-base while maintaining the PGL. B2Z provided the best option and multiple alternatives.

IH-10 Mainlane Pavement Rehabilitation Coring Project – B2Z provided Geotechnical Investigation of IH-10 Mainlanes in Boerne, TX and Comfort, TX for the proposed pavement rehabilitation project. The project consisted of 20 corings and 2 borings at the 2 locations. Pavement thicknesses were documented and provided via a report to the Client.

FM 3351 (Ralph Fair Road) Pavement Rehabilitation and Widening Project – B2Z is currently providing Geotechnical Investigation of FM 3351 just North of Interstate I-10 and Leon Springs for the proposed pavement rehabilitation and widening project. The project consists of 10 pavement corings and 6 borings and 6-10 Dynamic Cone Penetrometer (DCP) tests on existing Subgrade soils.

Our Services

Shown through past project experience, B2Z is highly qualified to provide superior Geotechnical and Construction Material Testing services to the City of Edinburg. We understand the City is seeking firms able to perform the following services:

Geotechnical:

- A. Slab on Grade Foundation Evaluation and Recommendation*
- B. Special Construction Details for Removal of Ground or Surface Water, Existence of Expansive Clay, Hydrostatic Pressure, etc.*
- C. Site Work*
- D. Retention Systems*
- E. Field Exploration*
- F. Laboratory Testing*
- G. Analysis and Reports*
- H. Other Geotechnical Evaluation*

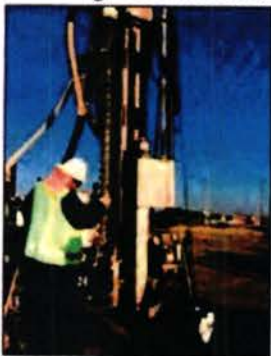
Construction Materials Testing:

- A. Plans Review*
- B. Earthwork Services*
- C. Density Testing*
- D. Post Construction Services*
- E. Foundation Inspection Services*
- F. Concrete Services*
- G. Structural Steel Services*
- H. Other Laboratory Construction Testing for Infrastructure and/or Building Projects*

Geotechnical Engineering Services

B2Z's geotechnical services typically follow a three-part approach. B2Z will first conduct project discovery. Project discovery entails defining project parameters regarding size, scope, materials, budget, schedule, location, existing conditions, and formulating a plan. Next, B2Z will conduct all the drilling, field observation/exploration, and pertinent field and laboratory testing requirements based on the needs defined in step one. Lastly, B2Z will prepare geotechnical engineering reports that will include recommendations to be used by the project design team to develop plans and specifications.

1. **Project Discovery** - Project discovery includes all preliminary coordination activities with the City of Edinburg. Identifying project structures, project location(s), proposed materials, and depths will help B2Z generate a boring plan that is both effective and efficient. The number of borings, depth of borings, and other project parameters (proximity to the lab, tests required, etc.) will determine the cost associated with geotechnical services.



2. **Field Exploration and Laboratory Testing** - After the City of Edinburg accepts the boring plan and proposal, B2Z will begin field activities by physically staking all boring locations in the field. All boring locations will be cross-checked with existing utility plans (if available) and identified/marked in the field by submitting a request to **Texas811**. Once the site is clear, B2Z will dispatch the appropriate drilling rig(s) to collect the necessary soil samples. Typical field operations include removing samples from collection apparatuses and classifying them to record boring logs. Samples are then appropriately packaged and sealed to minimize moisture loss and transported to our soil laboratory. Water level readings are taken during drilling.



directly after the conclusion of drilling, and after 24 hours. The crew will then backfill the borings.

3. **Geotechnical Reports** - Once all field investigations and laboratory tests are complete, the team compiles the information to finalize soil classification and subsurface details. The team will generate boring logs and test summary sheets using this data. The geotechnical engineer will write the geotechnical report, summarizing the data, embankment design analysis, foundations design analysis, and any other specified requirements for the project. The contents of the geotechnical report vary based on the project type and scope. The report will typically include a general project overview (including previous studies), boring logs, test summary sheets, existing surface and sub-surface conditions, geotechnical analysis, design parameters (such as deep foundation capacity and global stability analysis), and general construction considerations (deep/shallow foundation, MSE retaining walls, excavation, trenching, and embankment recommendations). The geotechnical engineer will note any project concerns and recommend solutions alongside the design and construction recommendations. *Our geotechnical reports are comprehensive, concise, and accurate, ensuring safe, cost-effective construction.*



Locate Public/Private Utilities

B2Z will dispatch a field technician to stake the location by utilizing the KMZ file provided by our geotechnical engineer. The technician identifies each drilling location, within a 40-foot radius, with a wooden stake painted orange. After staking, B2Z's experienced staff will request a utility check from Texas811 at least 48 hours prior to drilling work. B2Z provides Texas811 with the location coordinates of each boring, and Texas811 issues a ticket for each location. Texas811 will notify all utility companies with utilities present in the area, and the companies will mark their specific utility. Existing utilities are marked with colored flags or spray paint. Utility companies will reply to the ticket(s) issued for the boring, and tickets are saved in their respective projects for reference. Drilling operations can commence once all utilities have been cleared.



To update or view a map of the dig location click [here](#) to go to the Texas811 Portal Site.

Texas811 Locate Request

Ticket Number:	2261121577	Old Ticket:	
Source:	Voice	Hours Notice:	48
Type:	Normal	Taken Date:	4/21/2022 4:17:15 PM
Seq Num:	4		

Company Information

Excavator:	B2Z Engineering	Type:	Excavator
Address:	500 S Stewart Rd Suite 2	Contact:	NOE RODRIGUEZ
City, St, Zip:	Mission, TX 78572	Contact Phone:	(956) 599-0927
Phone:	(956) 585-3773	Caller:	NOE RODRIGUEZ
Fax:		Caller Phone:	(956) 599-0927
Callback:			
Caller Email:	NOE@B2ZENG.COM		
Contact Email:	NOE@B2ZENG.COM		

Construction Materials Testing (CMT) Services

CMT is an instrumental component of all construction projects. CMT is used to ensure methods and materials specified in the construction documents are being adhered to and properly installed. B2Z provides CMT services for the categories listed below:

❖ Quality Assurance and
Quality Control (QA/QC)

❖ Field Inspection and
Oversight

❖ Field and Laboratory
Testing and Analysis

Quality Assurance and Quality Control (QA/QC)

Quality control is paramount to ensure the completion of all testing according to specifications and within testing standard compliance. B2Z utilizes MetaField, a software as a Solution (SaaS) platform used by project personnel, to schedule field activities, dispatch technicians, collect sample and activity data, organize test data, and generate final reports. This process requires approval at multiple steps to ensure collected data is accurately documented, recorded, and reported.



B2Z's dispatch program, MetaField, manages and tracks samples from the field to laboratory testing to final reporting, maintaining consistency and compliance for each project. MetaField facilitates the Project Manager and Task Leads by backchecking samples and field technician assignments. B2Z also utilizes MetaField to schedule and dispatch the appropriate personnel to each project throughout all parts of the day with minimal notice to maintain the same certified field technician(s) on each project. The technician will communicate with the Construction Superintendent every morning to confirm the scheduled tests for that day.



MetaField

MetaField gives our technicians the capability to input specimen data at project sites before returning to the lab for processing. Once the specimens have been entered, the system tracks when testing needs to be completed based on the assignments. This streamlined process helps ensure projects stay on time and within budget.



Field Inspection and Oversight

Field inspection, oversight, construction material testing (CMT), and an open line of communication with the contractor are pivotal to a successful construction operation. B2Z assigns experienced CMT engineers and technicians skilled in all aspects of construction materials and methods. The B2Z team has experience inspecting **soils**, **structural concrete placement**, **structural reinforcing**

steel, **grout and mortar** (in both vertical and horizontal applications), **aggregates** (for concrete batching and pavement mixes), and **hot mix asphaltic concrete (HMAC)** (in roadway and parking lot applications).



Field and Laboratory Testing

Our laboratory team has vast experience and is proficient in all the latest **AASHTO, ACI, and TxDOT testing requirements**. Conducting all testing out of our Austin lab will further ensure accurate testing results and a quicker turnaround. Performing CMT throughout the construction phases helps verify that all materials and methods utilized comply with the design engineer's plans and specifications. CMT testing will include the following categories:

- Soil observation, sampling & testing
- Field density testing
- HMAC pavement testing
- Concrete sampling & testing
- Concrete compressive strength
- Shotcrete sampling & testing

Testing Capabilities

Soil and Base Material Testing

Moisture Content Determination
Determination of Liquid Limit of Soils
Determination of Plastic Limit of Soils
Atterberg Limits of Soils
Bar Linear Shrinkage of Soils
Material Finer #200 Sieve
Lime Series Testing
Moisture-Density Relationship (TxDOT)
Standard Proctor
Modified Proctor
Field Density Test (Nuclear)
Determination of Soil pH
Soil-Lime Testing
Resistivity of Soils (Laboratory)
Sieve Analysis
Texas Wet Ball Mill (Base Material Quality)
Soil Organic Content UV-VIS Method

ASTM D2216 / Tex-103-E
Tex-104-E
Tex-105-E
ASTM D 4318 / Tex-106-E
Tex-107-E
ASTM D 1140 / Tex-111-E
Tex-112-E
Tex-113-E / Tex-114-E
ASTM D 698
ASTM D 1557
ASTM D 6938 / Tex-115-E
Tex-128-E
Tex-121-E
Tex-129-E
ASTM C 136 / Tex-200-F
Tex-116-E
Tex-148-E



Coarse and Fine Aggregate Quality Testing

Decantation Test (Conc. Aggr.)
Specific Gravity/Absorp. (Conc. Aggr.)
Cycle Magnesium Soundness
SSD Unit Weight of Aggregates
Percent Voids/Solids in Concrete Aggregate
Sand Equivalent
Specific Gravity / Absorption (Fine Aggr.)
Organic Impurities in Fine Aggregate
Fineness Modulus of Fine Aggregate
Acid Insoluble of Fine Aggregate

ASTM C117 / Tex-406-A
ASTM C127 / Tex-403-A
ASTM C88 / Tex-411-A
ASTM C29 / Tex-404-A
Tex-405-A
ASTM D 2419 / Tex-203-F
ASTM C 128 / Tex -403-A
ASTM C 87 / Tex -408-A
Tex-402-A
Tex-612-J



Concrete and Masonry Field and Laboratory Testing

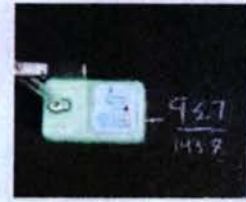
Slump Test
Air Content (Pressure Method)
Air Content (Volumetric)
Casting of Concrete Cylinders
Compressive Strength of Cyl. Specimen
Cylindrical Specimen Prep./Hold/Cure
Casting of Grout Prisms
Grout Prism Prep./Cure/Compressive Strength
Casting of Mortar Cubes
Mortar Cube Prep./Cure/Compressive Strength
Masonry Unit Prep. /Compressive Strength
Masonry Unit SPG/Absorption/Unit Wt.

ASTM C 143 / Tex-415-A
ASTM C 138 / Tex-416-A
ASTM C 173
ASTM C 31
ASTM C 39 / Tex-418-A
ASTM C 192
ASTM C 1019
ASTM C 39
ASTM C 780
ASTM C 109
ASTM C 140
ASTM C 140



Pavement Investigation / Thickness / Asphalt Quality

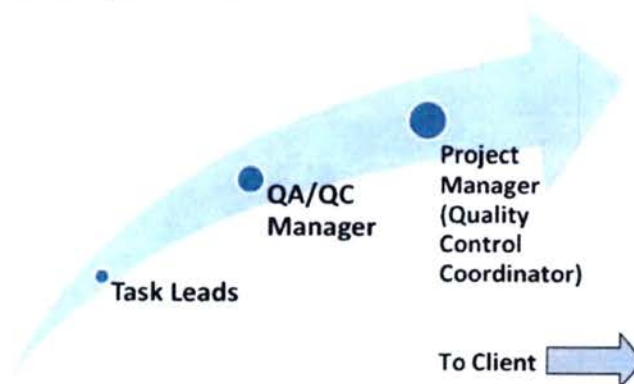
Coring – ACP Thickness	ASTM D 3549
Pavement Thickness Determination (Full Depth)	ASTM
Density of Asphaltic Cores (4 or 6 inch)	Tex-207-F
Maximum Theoretical SPG (Rice Gravity)	Tex-227-F
Extraction/Sieve Analysis/Asphalt Content	Tex-210-F / Tex-200-F
Asphalt Rolling Pattern (Nuclear Method)	Tex-207-F – Part IV



Quality Assurance Program

Utilizing quality control and quality assurance is vital to ensure all designs/analyses/final deliverables are of the highest quality and to reduce the presence of outliers in the statistical models of results. B2Z has developed written policies and procedures for various tasks to provide direction to staff and increase the consistency of all processes (modified only through project managers to provide flexibility due to any project variability).

B2Z's Management Plan calls for a three-tiered approach to QA/QC, where the first QA/QC comes from the Task Leads, followed by the QA/QC Oversight Representative, and lastly by the Project Manager. The Laboratory Managers are responsible for direct supervision of QA/QC programs in the field and the Laboratory Engineer of Record is responsible for performing all supervisory reviews of technical procedures in the engineering laboratory. Ultimately, though, the Project Manager provides oversight of all QA/QC operations. This three-tiered approach provides a triple-check system of all reports, designs, and recommendations prior to submission to the client.



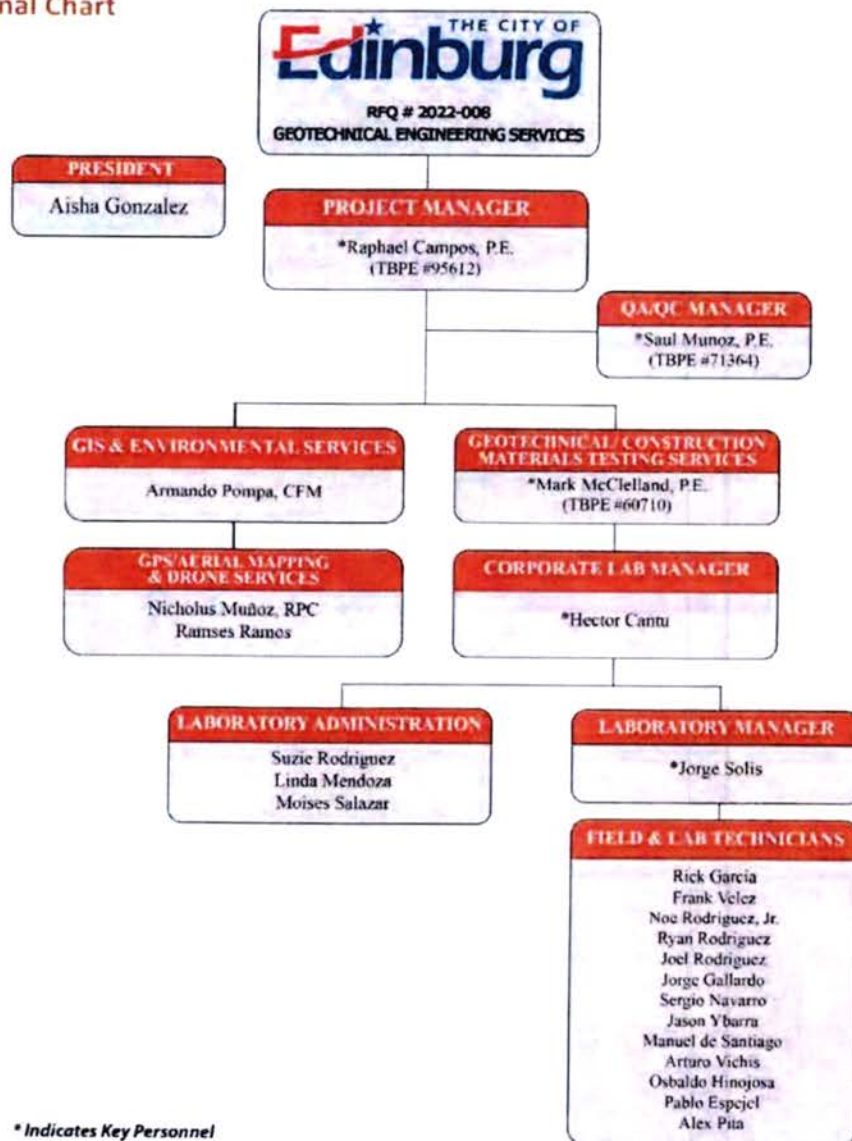
As part of B2Z's commitment to quality, there are key employees that are tasked with the oversight and execution of the quality control measures and policy. B2Z's quality measures are implemented and enforced by the Project Manager and Quality Control Coordinator, Mr. Raphael Campos, P.E.

Team Member Qualifications and Experience

B2Z's staff is comprised of highly skilled individuals possessing **extensive knowledge and expertise in geotechnical engineering and construction materials testing** (please see below for an illustration of our organization chart).

Mr. Raphael Campos, P.E., will serve as B2Z's **Project Manager**, bringing over 21 years of experience in the field of engineering; with 7 years of design, 5 years of construction, and 9 years of inspection experience. **Mr. Saul Muñoz, P.E.**, will serve as **QA/QC Manager**, bringing over 30 years of experience in the field of engineering; with 25 years of TxDOT experience. **Mr. Mark McClelland, P.E.**, will serve as the **Geotechnical / Construction Materials Testing Lead**, with support from **Mr. Hector Cantu (Corporate Lab Manager)** and **Mr. Jorge Solis (Mission Lab Manager)**. They bring over 80 years of combined experience in geotechnical engineering and construction materials testing for both commercial and transportation projects. Resumes with biographic summaries and project experience are provided on page 18 of this submittal.

B2Z's Organizational Chart





Raphael Campos, P.E.

Summary

Mr. Campos is a Professional Engineer with 21 years of construction and technical experience in the design, construction, and inspection of transportation projects. Prior to working for the private sector, Mr. Campos worked as a Bridge Designer for seven years in TxDOT's Bridge Division. He also worked as the Contractor's Quality Control (QC) Manager for six years on D-B urban freeway construction projects. His experience includes projects with complex bridge and direct connector structures (steel and concrete), construction phasing, and urban freeway traffic control. Mr. Campos has experience in CE&I, including constructability reviews and managing/ coordinating teams of QC inspectors and testing personnel. He has extensive experience managing local, State, and Federally funded construction projects for the CTRMA, the City of Taylor, Travis County, and TxDOT, as well as verifying compliance with the TxDOT QAP and the TxDOT Guide Schedule for Sampling and Testing.

Relevant Project Experience

Dicker Road Reconstruction / Hidalgo County Precinct No. 2

Role: Project Manager

\$16.5M Construction Cost. This reconstruction project consists of expanding the existing 2 twelve-foot lanes rural roadway with shoulders and ditch drainage to a sixty-six-foot-wide divided urban roadway that will accommodate 4-lanes of traffic (two fourteen-foot shared travel lanes, two twelve-foot travel lanes, and one fourteen-foot left turn lane). The Project is funded through the Hidalgo County MPO (TxDOT Category 7 funds) and is being constructed in accordance with County's general specs, TxDOT's standards, and is subject to State oversight to qualify for allotted federal reimbursements. B2Z was contracted to provide inspection, material testing, and construction management services.

Regional Linear Park Phase II / Hidalgo County Precinct No. 2

Role: Project Manager

\$3.8M Construction Cost. The RLPP Section II was 2.64 miles of new location consisting of a ten-foot-wide asphalt trail that accommodated two-way shared-use traffic, as well as two prefabricated pedestrian bridges, and three pedestrian box culvert tunnel crossings under three major roadways. The trail was inclusive of pavement markings, signing, and continuous illumination. Because this project was funded through the Hidalgo County MPO (TxDOT Category 7 funds), it was constructed in accordance with County's general specs, TxDOT's standards and was subject to State oversight to qualify for allotted federal reimbursements. B2Z was contracted to provide inspection, material testing, and construction management services.

Mile 3 Road Project / Hidalgo County Precinct No. 3

Role: Project Manager

\$14M Construction Cost. The Mile 3 N Road Project consists of the reconstruction of the existing 2-lane roadway from Tom Gil Road to FM 492 (Goodwin Road) (3.41 miles) to a 4-lane divided urban roadway consisting of grading, curb, and gutter, lime treated subgrade, flexible base, asphaltic concrete paving, storm sewer, culvert structures, sidewalks with ADA ramps, signing, pavement markings, traffic signals, and outfalls. B2Z was contracted to provide inspection, material testing, and construction management services.

Title / Proposed Role
Executive VP of Construction
Phase Services/ Project
Manager

Years of Experience
21

Education
BS, Architectural Engineering
University of Texas, 2000

Training/Certifications
Professional Engineer:
Texas/95612

Local Government Project
Procedures Certified (LGPP)

Nuclear Gauge Safety Certified

Radiation Safety Officer
Certified

Areas of Expertise

- Construction Engineering
- Construction Inspection
- Constructability Review
- Quality Control
- Materials Testing
- Bridge Design

TxDOT Pre-certifications

4.5.1 - Constructability Review

5.2.1 - Bridge Design

11.1.1 - Roadway Construction
Management & Inspection

11.2.1 - Bridge Construction
Management & Inspection

11.5.1 - Construction Scheduling
Project Manager

11.6.1 - Construction Schedule
Support - Sched Bridge &
Interchange Project

Title / Proposed Role

Executive VP of Construction
Phase Services/ Project
Manager

Years of Experience

21 (7 years w/ TxDOT)

Education

BS, Architectural Engineering
University of Texas, 2000

Training/Certifications

Professional Engineer:
Texas/95612

Local Government Project
Procedures Certified (LGPP)

Nuclear Gauge Safety Certified

Radiation Safety Officer
Certified

Areas of Expertise

- Construction Engineering
- Construction Inspection
- Constructability Review
- Quality Control
- Materials Testing
- Local, State & Federally
Funded Construction
- Bridge Design

TxDOT Pre-certifications

- 4.5.1 - Constructability Review
- 5.2.1 - Bridge Design
- 11.1.1 - Roadway Construction
Management & Inspection
- 11.2.1 - Bridge Construction
Management & Inspection
- 11.5.1 - Construction Scheduling
Project Manager
- 11.6.1 - Construction Schedule
Support - Sched Bridge &
Interchange Project

Raphael Campos, P.E.

Materials Engineering IDIQ / TxDOT Austin District

Role: Project Manager

B2Z was contracted by the Texas Department of Transportation (TxDOT) to perform and supervise all sampling, testing, inspection work, and related services for asphaltic and concrete construction for highway projects. Mr. Campos is managing Level 1B technicians providing inspection for asphalt projects across the Austin District, Level 1A technicians at the asphalt plants, and Level 2 services performing correction factors for the new calibrated TxDOT equipment. He also tested the boring samples from the geotechnical drilling performed from an existing bridge under this work authorization. This contract is still active and currently has two fully executed work authorizations.

Manor Exp Ph III, 290 E & SH 130 Direct Connectors (MEP III) / CTRMA

Role: Project Manager / Resident Engineer

The project included CE&I and CMT services on this \$127M federally funded improvement project. This project includes two tolled and one non-tolled direct connector flyovers and associated improvements at the 290E/SH 130 interchange in Travis County. The three flyovers will bridge the two toll facilities together.

IH-35 (William Cannon Dr. to Stassney Ln.) / TxDOT Austin District

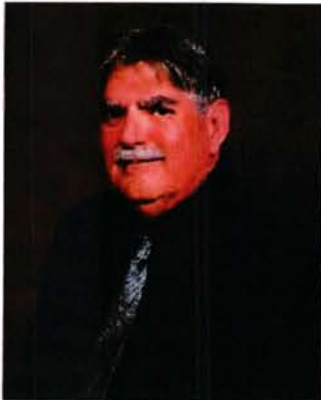
Role: Project Manager / Resident Engineer

The project included CE&I services for this multi-phase \$78.8M project. This 3.2-mile long project consisted of widening the main lanes; adding shoulders; ramp reversals; constructing U-turn bridges; replacing existing bridges at the Stassney Ln. and William Cannon Dr.; constructing rock nail walls, soil nail walls, and MSE walls; SUPs along frontage roads; improving existing storm drain, water lines, and sewer systems; and improving traffic and pedestrian signals.

IH-35 Belton-Salado Reconstruction / TxDOT Austin District

Role: Deputy PM / Project Engineer

This project included a complex reconstruction of this \$177M federally funded project, which increased capacity and upgraded transportation infrastructure to meet current FHWA and TxDOT design standards for interstates, bridges, and frontage roads. The project widened 11.4 miles of IH-35 from four lanes to six lanes, upgraded on/off ramps, converted frontage roads to one-way to improve safety, constructed a new overpass and direct connector ramp, U-turns, and installed new electronic message signs.



Proposed Role
QA/QC Manager

Years of Experience
39

Education
Bachelor of Science in Natural
Gas Engineering

Certifications/Training
Professional Engineer:
TBPE #71364

**Local Government
Management Certification**
(FHWA)

**Texas Concrete Pipe
Association**

Areas of Expertise

- Highway Construction & Design Engineering (Roadway & Bridge)
- Highway Plan Review & Preparation
- Local Government Projects Development
- Knowledge of Federal and State Highway Requirements
- Materials Engineering (Aggregate, Concrete & Asphalt)
- Soils & Subgrades
- Materials Testing
- Project Management & Close Out
- Construction Inspection

Saul R. Muñoz, P.E.

Summary

Mr. Muñoz has over 39 years of experience in the field of Engineering. With over 25 years of TxDOT experience, Mr. Muñoz brings a wealth of knowledge in the areas of road and bridge design and construction, inspection and materials testing, project lettings, contract administration, change orders, construction payments, and project management. Throughout his career, Mr. Muñoz has gained extensive knowledge of working on large complex Interstate Projects, State Farm to Market Highways to Off System Roads and Bridges. His experience includes working with highly experienced Contractors, Subcontractors, City Municipalities and Leaders, County Municipalities and Federal Entities including, but not limited to the Federal Highways and Administration, IBWC, and the USACE. Mr. Muñoz has managed over 100 projects specializing mainly in bridge and roadway construction. As District Construction Engineer in Pharr, Mr. Muñoz prepared several million-dollar change orders, negotiated costly utility disputes for extended performance, and settled construction claims as necessary.

Recent Project Experience

Dicker Road Project (Hidalgo County, TX)

Role: QA/QC Manager / Construction Engineer

\$16.5M Construction Cost. This reconstruction project consists of expanding the existing 2 twelve-foot lanes rural roadway with shoulders and ditch drainage to a sixty-six-foot-wide divided urban roadway that will accommodate 4-lanes of traffic (two fourteen-foot shared travel lanes, two twelve-foot travel lanes, and one fourteen-foot left turn lane). The Project is funded through the Hidalgo County MPO (TxDOT Category 7 funds) and is being constructed in accordance with County's general specs, TxDOT's standards, and is subject to State oversight to qualify for allotted federal reimbursements. B2Z was contracted to provide inspection, material testing, and construction management services.

Regional Linear Park Project (Hidalgo County, TX)

Role: QA/QC Manager / Construction Engineer

\$3.8M Construction Cost. The RLPP Section II was 2.64 miles of new location consisting of a ten-foot-wide asphalt trail that accommodated two-way shared-use traffic, as well as two prefabricated pedestrian bridges, and three pedestrian box culvert tunnel crossings under three major roadways. The trail was inclusive of pavement markings, signing, and continuous illumination. Because this project was funded through the Hidalgo County MPO (TxDOT Category 7 funds), it was constructed in accordance with County's general specs, TxDOT's standards and was subject to State oversight to qualify for allotted federal reimbursements. B2Z was contracted to provide inspection, material testing, and construction management services.

Mile 3 Road Project (Hidalgo County, TX)

Role: QA/QC Manager / Construction Engineer

\$14M Construction Cost. The Mile 3 N Road Project consists of the reconstruction of the existing 2-lane roadway from Tom Gil Road to FM 492 (Goodwin Road) (3.41 miles) to a 4-lane divided urban roadway consisting of grading, curb and gutter, lime treated subgrade, flexible base, asphaltic concrete paving, storm sewer, culvert structures, sidewalks with ADA ramps, signing, pavement markings, traffic signals, and outfalls. B2Z was contracted to provide inspection, material testing, and construction management services.



Title
Geotechnical Engineer & CMT
Task Lead

Years of Experience
40

Education
BS, Civil Engineering
The University of Texas – Austin

Training/Certifications
Professional Engineer:
Texas/60710

Areas of Expertise

- Geotechnical Engineering
- Geotechnical Drilling/Testing
- Retaining Wall Analysis & Design
- Deep Foundation Design
- Vessel Impact Analysis & Fender System Design
- Construction Materials Testing
- Laboratory/Field Operations
- Construction Support
- QA/QC
- Structural Engineering
- Roadway & Bridge Design

TxDOT Pre-certifications

- 5.2.1 – Bridge Design
- 5.3.1 – Multi-Level Interchange Design
- 10.5.1 – Bridge Scour Evaluations & Analysis
- 14.1.1 – Soil Exploration
- 14.2.1 – Geotechnical Testing
- 14.3.1 – Transportation Foundation Studies
- 14.4.1 – Building Foundation Studies
- 14.5.1 – Evaluation & Design of Geotechnical Related Structures

Mark McClelland, P.E.

Summary

Mr. McClelland has 40 years of experience (29 years directly with TxDOT) in all aspects of Geotechnical Engineering. Most of his career was spent working in, and ultimately managing, the TxDOT Bridge Division Geotechnical Branch. He oversaw the update of the Geotechnical Manual, wrote all foundation and retaining wall Standard Specifications for the 2004 Spec Book, and oversaw the development of all current foundation and retaining wall design processes currently in use by TxDOT. He developed and oversaw the TxDOT Scour Management Program, and the program to manage structures on unknown foundations.

Relevant Experience

Structural Foundation Design

Oversaw foundation design for structures and personally designed foundations for 1000+ bridges ranging from simple off-system structures to complex, major bridge structures. Foundation types designed include drilled shafts, auger-cast piling, prestressed concrete piling, steel H-piling, steel pipe piling, steel and prestressed concrete sheet piling, and spread footings.

Slope and Retaining Wall Stability and Settlement

Oversaw evaluations for global stability and settlement of embankments, earth slopes, and retaining walls, and has analyzed 100+ slope and retaining wall projects. He is highly proficient and experienced in the external stability and global stability of slopes and wall systems and has used programs such as GSTABL to provide detailed models and analyses.

Geotechnical Exploration and Testing

Oversaw policies and methodologies for geotechnical exploration within TxDOT and developed 100+ soil exploration plans. This included determination of soil boring number, location and depth, appropriate in-situ and laboratory testing, need for and installation of monitoring wells, inclinometers, and other field instrumentation, and final analysis and reporting of results.

Construction Support

Acted as primary construction and maintenance support within TxDOT for issues involving bridge foundations, retaining walls, slope and wall instabilities, river migration, and scour. Work included immediate resolution of time-sensitive construction problems, evaluation and remediation of ongoing maintenance issues, and training of TxDOT and contractor construction personnel.

Relevant Project Experience

City of Austin Guadalupe Storm Drain Improvements Project / Austin, TX

B2Z is currently contracted by Freese and Nichols for the Waller Creek, Guadalupe Storm Drain Improvements Project (CLMP259). All geotechnical drilling and testing were completed within the City of Austin primarily in the Hyde Park Local Historic District and Adams & Hemphill Area of Central Austin situated between I-35 and Mopac Expressway just north of the University of Texas (UT) Campus.

TxDOT IH 35 at US 183 Project / Austin, TX

This project consisted of the design of 4 direct connectors between IH-35 and US 183, 1 underpass of IH-35 at St. Johns Avenue, 1 IH-35 overpass widening at US 290, and various other improvements to the IH-35 and US 183 existing interchange corridor. In addition, this project consisted of 24 new MSE, Soil Nail and Spread Footing retaining walls throughout the project. The project length was 2.9 miles.

Mark McClelland, P.E.

Title

Geotechnical Engineer & CMT
Task Lead

Years of Experience

40

Education

BS, Civil Engineering
The University of Texas – Austin

Training/Certifications

Professional Engineer:
Texas/60710

Areas of Expertise

- Geotechnical Engineering
- Geotechnical Drilling/Testing
- Retaining Wall Analysis & Design
- Deep Foundation Design
- Vessel Impact Analysis & Fender System Design
- Construction Materials Testing
- Laboratory/Field Operations
- Program Management
- Construction Support
- Quality Assurance/Quality Control
- Structural Engineering
- Roadway & Bridge Design

TxDOT Pre-certifications

- 5.2.1 – Bridge Design
- 5.3.1 – Multi-Level Interchange Design
- 10.5.1 – Bridge Scour Evaluations and Analysis
- 14.1.1 – Soil Exploration
- 14.2.1 – Geotechnical Testing
- 14.3.1 – Transportation Foundation Studies
- 14.4.1 – Building Foundation Studies
- 14.5.1 – Evaluation & Design of Geotechnical Related Structures

TxDOT Complex Geotechnical Contract / Statewide

Contracted to provide geotechnical engineering services required for the preparation of scoping and schematic projects, maintenance projects, plans, specifications, and estimates (PS&E), and other related documents that include specified Geotechnical and Geotechnical Field Operation, Testing Program, and Engineering Analysis for pavement, bridge, tunnel, retaining wall, slope and embankment, and related foundation investigations, and if requested, provide design support and testify at Right-of-Way hearings and construction phase services to support the design process.

TxDOT On-System/Off-System Bridge Replacements / Statewide

Contracted to provide engineering services generally described as preparation of plans, specifications, and estimates (PS&E) and related documents, for a new overpass along FM 116 at SH 9 in Coryell County, as well as bridge and approach replacements at SH 6 over Lake Waco in McLennan County, at SH 174 over Lake Whitney in Hill County, and on SH 31 at the FM 939 and FM 2311 intersections in McLennan County. The services being provided include, but are not limited to, preparing roadway and bridge design, hydrologic and hydraulic design, traffic signal design, survey, geotechnical data collection, environmental documentation necessary to support the design process, and construction phase services.

IH-610 Dedicated Business Lane Project / Houston, TX

This project consisted of the design of a 2-way elevated bus lane incorporated into the existing IH-610 corridor from Post Oak Blvd. to Post Oak Rd. and I-10; approximately 1.7 miles. The Geotechnical portion of the project scope included the drilling of 28 structural/bridge borings (120 feet in depth) and 10 retaining walls (35 to 55 feet in depth) for a total of 3,790 LF of geotechnical drilling. Field investigations included TxDOT TCP testing and Shelby Tube sampling. Laboratory testing included moisture content, -200 gradation, atterberg limits, full gradation (full sieve & hydrometer), sulfate content, one-dimensional consolidation testing, unconfined compression (UC) testing, and unconsolidated-undrained triaxial (UU) testing. Engineering analyses included the generation of soil strength tables for deep foundation design, the establishment of soil type and gradation criteria for use in scour analysis at water crossing, calculation, and analysis of external stability for retaining walls, development of modeling and analysis for global stability for retaining walls, analysis of settlement of retaining walls, design/analysis/detailing of cut type retaining walls (soil nailed walls), suitability/applicability of proposed ground improvement at retaining walls, construction recommendations for geotechnical items.



Hector Cantu

Summary

Mr. Cantu has over 32 years of experience in the field of Engineering. With over 26 years of TxDOT experience, Mr. Cantu brings a wealth of knowledge in material testing and has supervised the daily operations of laboratories which include staff training, development and performance reviews, utilization of equipment/ facilities, safety oversight, and quality of services/ work products. Mr. Cantu has served in supervisory roles and has monitored construction asphalt and concrete material testing as well as advanced geotechnical testing to support government and private sector work. Mr. Cantu supports engineers in functional areas of geotechnical design services, materials consulting, structure and roadway construction inspection, materials sampling, inspection, and testing. Mr. Cantu is well-versed in monitoring construction costs, writing and/ or supervising the preparation of proposals, reports, correspondence, and communicating with contractors, supervisors, subordinates, local officials, and the public.

Project Experience

Various Subdivision Projects / City of McAllen, Edinburg, Alamo, and Weslaco

Role: Lab Manager

General Management of Construction Materials Testing. Coordination with Mission Laboratory Manager, Field Manager, and Field Technicians to ensure that all materials testing functions are being performed in accordance with industry standards and contract documents. Reviewed all test reports pertaining to these projects. Tests performed on these projects included: Moisture-Density Determination, Atterberg Limits, Sieve Analysis, Fresh Concrete Testing, and Compressive Strength Testing of Hardened Specimens. Performed construction observation and testing services on residential and commercial developments. Field experience included observations and testing of controlled fill, stormwater management facilities, subgrade stabilization, asphalt placement, concrete, pavement, retaining walls, roadway, and shallow building foundation construction. Ensured quality control and quality assurance were in accordance with the project plans and specifications.

Regional Linear Park Project-Phase 2 / Hidalgo County Precinct No. 2

Role: Materials Manager

General Management of Construction Materials Testing. Coordination with Laboratory Field Technicians and Inspectors to ensure that all materials testing functions are being performed in accordance with industry standards and contract documents. Review of all test reports pertaining to these projects. Tests performed on soils and base materials on these projects include Moisture-Density Determination, Atterberg Limits, Sieve Analysis, Fresh Concrete Testing, and Compressive Strength Testing of Hardened Specimens, Asphalt Content, Sieve Analysis, Specific Gravity and Thickness of Asphaltic Pavements.

Dicker Road Reconstruction / Hidalgo County Precinct No. 2

Role: Materials Manager

General Management of Construction Materials Testing. Coordination with Laboratory Field Technicians and Inspectors to ensure that all materials testing functions are being performed in accordance with industry standards and contract documents. Review of all test reports pertaining to these projects. Tests performed on soils and base materials on these projects include Moisture-Density Determination, Atterberg Limits, Sieve Analysis, Fresh Concrete Testing, and Compressive Strength Testing of Hardened Specimens, Asphalt Content, Sieve Analysis, Specific Gravity and Thickness of Asphaltic Pavements.

Title

Corporate Lab Manager

Years of Experience

32

Certifications/ Training

- AASHTO Accreditation
ATG No. 19-3730
- Local Government Project
Procedures (LGPP)
- SB102 – Field Specialist
- SB101 – Properties Specialist
- Certificate 103 – Radiation
Safety Officer Portable
Density/ Moisture Gauge
- USCE Construction Quality
Management Certificate for
Contractors – No. 784
- TxDOT Environmental Process
for Local Governments
ENV429
- Hazmat Certification
- OSHA General Industry Safety
& Health Certified
- OSHA Construction Safety &
Health Certified

Areas of Expertise

- Materials Engineering
(Aggregate, Concrete &
Asphalt)
- Soils & Subgrades
- Materials Testing
- Construction Inspection
- Highway Plan Review
- Knowledge of Federal and
State Hwy Requirements

TxDOT Pre-Certifications

A complete list is available
on page 2 of resume.

Hector Cantu

Title

Corporate Lab Manager

Years of Experience

32

Areas of Expertise

- Materials Engineering (Aggregate, Concrete & Asphalt)
- Soils & Subgrades
- Materials Testing
- Construction Inspection
- Highway Plan Review
- Knowledge of Federal and State Hwy Requirements

Certifications/ Training

- AASHTO Accreditation ATG No. 19-3730
- Local Government Project Procedures (LGPP)
- SB102 – Field Specialist
- SB101 – Properties Specialist
- Certificate 103 – Radiation Safety Officer Portable Density/ Moisture Gauge
- USCE Construction Quality Management Certificate for Contractors – No. 784

TxDOT Pre-Certifications

- 11.3.1 – Construction Superintendent
- 11.4.1 – Environmental Inspection
- 12.1.4 – Asphaltic Concrete Placement
- 12.1.5 – Portland Cement Placement
- 12.1.6 – Embankment/ Subgrade/Backfill /Base Production
- 12.1.7 – Embankment/ Subgrade/Backfill /Base Placement
- 18.3.1 – Utility Adjustment Coordination
- 18.6.1 – Utility Management and Coordination Oversight

Pharr Bridge - US77, Waco Bridges – FM116, SH6, SH174 / TxDOT Waco District

Role: Lab Manager

On these projects, B2Z was tasked with drilling, sampling, and testing soils from shallow and deep borings for the design of the bridge, drainage, and pavement structures. Mr. Cantu was responsible for the management of utility clearances, permits for drilling in TxDOT ROW, boring locations, field exploration coordination with drillers, positive laboratory classification, and Logs of Boring on TxDOT Wincore. All work performed was done in accordance with TxDOT Test Procedures and TxDOT Geotechnical Manual. Scope of work included the coordination of deep foundation boreholes in Willacy, Kenedy, Brown, McLennan, Bosque, and San Saba County, Texas. Analyzed the amount of gravel, sand, clay, and moisture present in the soil samples during which performed tests for soil pressure, composition, gathering and correlating basic engineering data with established well-defined procedures. Identified discrepancies in results. Provided technical expertise for studies and design efforts. Participated in the development of the technical proposal.

Harvey Camp Area Improvements / Harris County Precinct No. 2

Role: Lab Manager

Full-depth repairs of Concrete Pavements, Curbs, Driveways, and Sidewalks in various locations. Construction material testing includes Sampling of freshly mixed concrete, making and curing concrete test specimens in the field, Slump of hydraulic cement concrete, Air Content of concrete by pressure method, and Compressive Strength of cylindrical concrete specimens. Preparation of cement stabilized sand samples for test, Moisture-Density relations of sand-cement mixtures, Moisture-Density relations for laboratory compaction characteristics of cement stabilized sand using standard efforts, Compressive Strength of Molded Cement-Sand cylinders, and In-Place density and moisture content of soil and soil-aggregate by Nuclear Method (Shallow Depth).

El Dorado Blvd – Phase 2 / Harris County Precinct No. 2

Role: Lab Manager

This project consists of the construction of storm sewer and sidewalks along El Dorado Blvd (Phase 2) from Horsepen Bayou to Clear Lake City Blvd. Phase 2 includes 5 miles of hike and bike trail work and an in-ground detention facility. B2Z is currently providing materials testing on aggregates, portland cement concrete, and soils.

Baytown N Area Pavement Maintenance / Harris County Precinct No. 2

Role: Lab Manager

B2Z was contracted to provide construction material testing consisting of Level 1-B and Level 1-A technicians testing Asphalt for Densities, Road Cores, Thickness Verification, Extractions/Gradations, Specific Gravity, Bulk Densities, Molding Specimens, Max. Theoretical Specific Gravities, and Asphalt Content.

Jorge Solis



Title

Mission Laboratory Manager

Years of Experience

11

Certifications/Training

- Local Government Project Procedures (LGPP) #70208
- Level 1A Plant Mix Specialist #3482
- Level 1B Roadway Specialist #8405
- AGG 101 Aggregate Specialist #111
- SB101 Properties Specialist #285
- SB102 Field Specialist #382
- SB103 Materials Analyst Specialist #144
- SB201 Strength Specialist #622
- Concrete Field-Testing Technician – Grade I
- Concrete Strength Testing Technician
- 101 – Portable Nuclear Density / Moisture Gauge
- 102 – Portable Nuclear Gauge
- Hazmat Certification
- Radiation Safety Officer

Areas of Expertise

- Materials Engineering (Aggregate, Concrete & Asphalt)
- Soils & Subgrades
- Materials Testing

Summary

Mr. Solis has over 11 years of experience in the field of Engineering. Mr. Solis gained experience starting and finishing the Federal Retaining Wall Project Segment 6-A and performing concrete tests such as slump, air content, temperature, casting compressive strength cylinders, and testing. He acquired his experience testing Geotechnical Borings and performed such tests as Moisture Content, Atterberg Limits, -200's, P.H.'s Sulfate Contents, and many more. For two years Mr. Solis concentrated in the asphalt field where he performed most of the quality control testing. Mr. Solis has monitored construction asphalt and concrete material testing as well as advanced geotechnical testing to support government and private sector work. Mr. Solis supports engineers in functional areas of geotechnical design services, materials consulting, structure and roadway construction inspection, materials sampling, inspection, and testing.

Relevant Project & Area Experience

Various Subdivision Projects / City of McAllen, Edinburg, Alamo, and Weslaco

General Management of Construction Materials Testing. Coordination with Mission Laboratory Manager, Field Manager, and Field Technicians to ensure that all materials testing functions are being performed in accordance with industry standards and contract documents. Reviewed all test reports pertaining to these projects. Tests performed on these projects included: Moisture-Density Determination, Atterberg Limits, Sieve Analysis, Fresh Concrete Testing, and Compressive Strength Testing of Hardened Specimens. Performed construction observation and testing services on residential and commercial developments. Field experience included observations and testing of controlled fill, stormwater management facilities, subgrade stabilization, asphalt placement, concrete, pavement, retaining walls, roadway, and shallow building foundation construction.

IH 35/ Loop 20, Webb County / TxDOT

General management of utility clearances, boring location, field exploration coordination, laboratory classification of soils, and boring logs. On these projects, B2Z was tasked with drilling, sampling, and testing of soils from shallow and deep borings for the design of Bridge, Retaining Walls, and High-Mast Illumination.

Regional Linear Park Project-Phase 2 / Hidalgo County Precinct No. 2

General management of Construction Materials Testing. Coordination with Laboratory Field Technicians and Inspectors to ensure that all materials testing functions are being performed in accordance with industry standards and contract documents. Review of all test reports pertaining to these projects. Tests performed on soils and base materials on these projects include Moisture-Density Determination, Atterberg Limits, Sieve Analysis, Fresh Concrete Testing, and Compressive Strength Testing of Hardened Specimens, Asphalt Content, Sieve Analysis, Specific Gravity and Thickness of Asphaltic Pavements.

Segment 6-A Border Wall

On this project, Mr. Solis was tasked with overseeing this project and testing concrete on Key-Footings, Wall Forms, and Concrete Bollards for uniformity of concrete structure. This project also included retaining levees in which he tested the compaction of soil layers using the nuclear gauge method to determine the percent moisture and compaction.

SH 48 Overlay Project / TxDOT

On this project, Jorge Solis had the task of performing Quality Control in an Asphalt Plant representing the Texas Department of Transportation. In this project, he had the responsibility of performing tests such as Asphalt Content, Specific Gravity, Gradations, and many more. He had the responsibility of sending the best material possible to be used in all locations listed in this project.

References

City of Edinburg

Mr. Mardoqueo Hinojosa, P.E., CFM, CPM, City Engineer
(956) 292-7080

Geo/CMT Project References:

Various Subdivisions & City Projects

Role: Geotechnical Engineering & Construction Material Testing Services
Services: Performing all testing on construction materials.

Hidalgo County Precinct No. 2

Commissioner Eduardo "Eddie" Cantu
(956) 787-1891

Geo/CMT Project References:

Regional Linear Park Project ~ Section II (Hidalgo County)

Role: Construction Engineering & Inspection and Material Testing Services
Services: Performing all testing on construction materials for the project.

Dicker Road Expansion Project (Hidalgo County)

Role: Construction Engineering & Inspection and Material Testing Services
Services: Performing all testing on construction materials for the project.

HNTB Corp.

Mr. Joel Salinas, P.E., Project Manager
(346) 352-5659

Geo/CMT Project References:

Northpark Drive Overpass Project (Lake Houston Development Authority – Overall Client)

Role: Geotechnical Engineering & Testing Services
Services: Geotechnical Site Investigation, Boring Logs, and Geotechnical Engineering Analysis/Design
(Miscellaneous Geotechnical Design)

Hidalgo County Drainage District No. 1

Mr. Raul Sesin, P.E., CFM, District Manager
(956) 292-7080

Geo/CMT Project References:

Mission Lateral- Sections I/II/III (2018 Bond Ref Project #26)

Role: Construction Material Testing Services and Construction Management & Inspection
Services: Performing all testing on construction materials for the project.

Hidalgo Drain Military Crossing (Project #13)

Role: Construction Material Testing Services
Services: Performing all testing on construction materials for the project.

Pharr McAllen Drain (2018 Bond Ref Project #31)

Role: Geotechnical Engineering & Testing Services
Services: Geotechnical Site Investigation, Boring Logs, and Geotechnical Engineering Analysis/Design

Insurance

As a function of day-to-day business, B2Z carries a Professional Liability of \$2 Million. Additionally, B2Z carries a General Liability of \$1 Million (each claim) / \$2 Million (aggregate), an Automobile Liability of \$1 Million (combined), an Umbrella Liability of \$2 Million (each claim) / \$2 Million (aggregate), and a Worker's Compensation and Employers Liability of \$1 Million. B2Z has no pending or past insurance claims.

CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 7/6/2022																																																																													
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.																																																																															
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PRODUCER The Risk Specialty Group, LLC 675 Bering Dr. Ste. #175 Houston TX 77057	CONTACT NAME: Candi Carpenter PHONE (A/C No. Ext): 713-552-1900 FAX (A/C No.): 713-513-5411 E-MAIL: ccarpenter@risksspecialtygroup.com ADDRESS:																																																																														
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CERTIFICATE HOLDER "Sample" For information purposes only		CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 																																																																													

ACORD 25 (2016/03)

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Professional Services Agreement



August 1, 2022

Mr. Mardoqueo Hinojosa, P.E., CFM, CPM, City Engineer
City of Edinburg
C/o City Secretary Department (1st Floor)
415 W. University Drive
Edinburg, Texas 78541

**RE: RFQ #2022-008 Geotechnical Engineering Services
Professional Services Agreement**

Dear Mr. Hinojosa,

B2Z Engineering, LLC (B2Z) has reviewed all prerequisite insurance requirements and assures that all coverages are met or exceeded. Please reference page 27 of this SOQ for detailed information. B2Z further agrees to enter into an agreement with the stated requirements within the advertised RFQ.

Sincerely,

A handwritten signature in blue ink, appearing to read "Aisha Gonzalez".

Aisha Gonzalez
President
B2Z Engineering, LLC



900 S. Stewart Rd., Suite 4 • Mission, TX 78572
(956) 585-3773 • www.B2ZEng.com

Contact Information

Mrs. Aisha Gonzalez, the President and Owner of B2Z Engineering, and Mr. Raphael Campos, P.E., the assigned Project Manager, will serve as the point of contact. Below, please find the requested contact information:

Name	Title	Address	Phone Numbers	Email Address
Mrs. Aisha Gonzalez	President/Owner	900 S. Stewart Rd, Ste. 4 Mission, TX 78572	Office: (956) 585-3773 Mobile: (956) 566-3421	Aisha@B2ZEng.com
Mr. Raphael Campos, P.E.	VP of Construction Phase Services	900 S. Stewart Rd, Ste. 2 Mission, TX 78572	Office: (956) 585-3773 Mobile: (512) 350-9917	Raphael@B2ZEng.com

Appendix A

CONFLICT OF INTEREST

DISCLOSURE

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

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

- Are any employees or board members of the organization,
 - a City of Edinburg employee or consultant who exercises program or project specific functions as part of their City position?
 - a member of a Board, Council or Committee that may participate in the City's selection or award process?
 - a City Official?
- Are any immediate family members or business associates of my employees or board member's,
 - a City of Edinburg employee or consultant who participates in the City's selection or award process as part of their City position?
 - a member of a Board, Council or Committee that may participate in the City's selection or award process?
 - a City Official?
- Will any of my employees or board members receive a financial interest or benefit from any project funded and administered through the City (other than employee salaries or personnel benefits)?
- Will any immediate family members or business associates of my employees or board members receive a financial interest or benefit from any project funded and administered through the City (other than employee salaries or personnel benefits)?
- To my knowledge, will my program or project have a financial effect on a City official or employee who exercises City-related functions, or an immediate family member or business associate of such person? For example, will any of these persons be receiving rental payments, other business income, or program services from my company or services offered?

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

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

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

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

- * 2 CFR Part 200 [Subpart E 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:

08/01/2022

Company/Vendor Name:

B2Z Engineering, LLC

Printed Name and Title:

Aisha Gonzalez, President

Authorized Signatory:



HOUSE BILL 89 VERIFICATION

I, Aisha Gonzalez, the undersigned representative of
B2Z Engineering, LLC (Company or Business name) (hereafter referred to as
company) being an adult over the age of eighteen (18) years of age, verify that the company named-above, under
the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract.
- 3) Is not currently listed on the State of Texas Comptroller's Companies that Boycott Israel List located at
<https://comptroller.texas.gov/purchasing/publications/divestment.php>

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and

2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.



SIGNATURE OF COMPANY REPRESENTATIVE:

Aisha Gonzalez, President

TYPE/PRINT NAME AND TITLE:

08/01/2022

DATE:

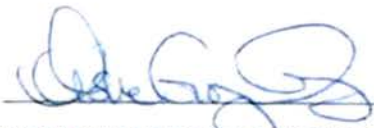
SENATE BILL 13 VERIFICATION

I, Aisha Gonzalez, the undersigned representative of
B2Z Engineering, LLC, (Company or Business name) (hereafter referred to as
company) being an adult over the age of eighteen (18) years of age, verify that the company named-above, under
the provisions of Subtitle F, Title 10, Chapter 809, Government Code 2274:

- 1) does not boycott energy companies and;
- 2) will not boycott energy companies during the term of the contract.

Pursuant to Section 2274.001, Texas Government Code:

1. "Boycott energy company" has the meaning assigned by Section 809.001; and
2. "Company" has the meaning assigned by Section 809.001, except that the term does not include a sole proprietorship.



SIGNATURE OF COMPANY REPRESENTATIVE:

Aisha Gonzalez, President

TYPE/PRINT NAME AND TITLE:

08/01/2022

DATE:

SENATE BILL 19 VERIFICATION

I, Aisha Gonzalez, the undersigned representative of
B2Z Engineering, LLC, (Company or Business name) (hereafter referred to as
company) being an adult over the age of eighteen (18) years of age, verify that the company named-above, under
the provisions of Subtitle F, Title 10, Government Code Chapter 2274:

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

Pursuant to Section 2274.001, Texas Government Code:

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

- 4) "Firearm" means a weapon that expels a projectile by the action of explosive or expanding gases.
- 5) "Firearm accessory" means a device specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and an item used in conjunction with or mounted on a firearm that is not essential to the basic function of the firearm. The term includes a detachable firearm magazine.
- 6) "Firearm entity" means:
- a) firearm, firearm accessory, or ammunition manufacturer, distributor, wholesaler, supplier, or retailer; and
 - b) a sport shooting range as defined by Section 250.001, Local Government Code
- 7) "Firearm trade association" means any person, corporation, unincorporated association, federation, business league, or business organization that:
- a) is not organized or operated for profit and for which none of its net earnings inures to the benefit of any private shareholder or individual;
 - b) has two or more firearm entities as members; and
 - c) is exempt from federal income taxation under Section 501(a), Internal Revenue Code of 1986, as an organization described by Section 501(c) of that code.



SIGNATURE OF COMPANY REPRESENTATIVE:

Aisha Gonzalez, President

TYPE/PRINT NAME AND TITLE:

08/01/2022

DATE:

CITY OF EDINBURG

NONCOLLUSION AFFIDAVIT

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF TEXAS

COUNTY OF HIDALGO

Aisha Gonzalez

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

(1) She/He is President of B2Z Engineering, LLC, the Bidder that has submitted the attached Bid; (Company)

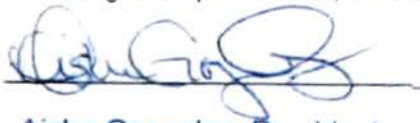
(2) She/He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

(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

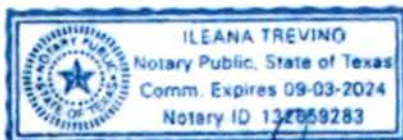


Title

Aisha Gonzalez, President

Subscribed and sworn to me this 1st day of August 2022

By:



Notary Public

My commission expires

09/03/2024

B2Z & KEY PERSONNEL LICENSES



Number: 95612
Status: ACTIVE
Expires: 3/31/2023

RAPHAEL ROY CAMPOS

TEXAS LICENSED PROFESSIONAL ENGINEER

Signature



Number: 71364
Status: ACTIVE
Expires: 12/31/2022

SAUL RENE MUNOZ

Texas Licensed Professional Engineer

Signature



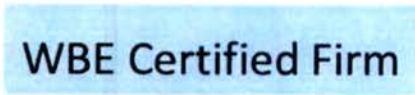
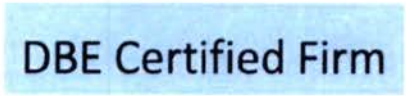
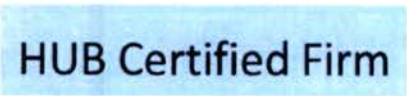
Number: 60710
Status: ACTIVE
Expires: 9/30/2022

MARK PATRICK MCCLELLAND

TEXAS LICENSED PROFESSIONAL ENGINEER

Signature

B2Z FIRM CERTIFICATIONS



**EXHIBIT "B" TO AGREEMENT BETWEEN THE CITY OF EDINBURG AND B2Z
ENGINEERING, LLC FOR GEOTECHNICAL ENGINEERING SERVICES PURSUANT
TO RFQ NO. 2022-008**



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/6/2022

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 The Risk Specialty Group, LLC 675 Bering Dr, Ste. #175 Houston TX 77057		CONTACT NAME: Candi Carpenter PHONE (A/C, No, Ext): 713-552-1900 E-MAIL: ccarpenter@risksspecialtygroup.com ADDRESS: ccarpenter@risksspecialtygroup.com	
INSURED B2Z Engineering, LLC P.O. Box 2724 McAllen TX 78502		INSURER(S) AFFORDING COVERAGE	
		INSURER A: The Travelers Indemnity of Ame	NAIC # 25666
		INSURER B: Travelers Property Casualty In	25674
		INSURER C: Hudson Insurance Company	25054
		INSURER D: Travelers	19038
		INSURER E:	
		INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 2081093836

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD'L SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY ☒ CLAIMS-MADE ☒ OCCUR ☒ Incl. Unmanned ☐ Aircraft Liab GEN'L AGGREGATE LIMIT APPLIES PER ☐ POLICY ☒ PRO-JECT ☐ LOC ☐ OTHER		6807N737635	7/10/2022	7/10/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPIOP AGG \$ 2,000,000 OTHER \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY		BA9R235112	7/10/2022	7/10/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ OTHER \$
B	UMBRELLA LIAB ☒ OCCUR EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$		CUP1P237416	7/10/2022	7/10/2023	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 OTHER \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐ N/A	UB7N741163	7/10/2022	7/10/2023	☒ PER STATUTE ☐ OTH-ER E L EACH ACCIDENT \$ 1,000,000 E L DISEASE - EA EMPLOYEE \$ 1,000,000 E L DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liability including Pollution Liability (claims made)		PRB 06 19 114495	7/10/2022	7/10/2023	Each Claim Aggregate 2,000,000 2,000,000

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

CERTIFICATE HOLDER**CANCELLATION**City of Edinburg
415 W. University Dr.
Edinburg TX 78539

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

**EXHIBIT "C" TO AGREEMENT BETWEEN THE CITY OF EDINBURG AND B2Z
ENGINEERING, LLC FOR GEOTECHNICAL ENGINEERING SERVICES PURSUANT
TO RFQ NO. 2022-008**



Contract Rates

Personnel Classification	Hourly Base Rate	Contract Rate FY 2022
Senior Project Manager / Principal	\$ 75.00	\$ 241.42
Project Manager	\$ 68.00	\$ 218.88
Senior Construction Engineer / Manager	\$ 62.00	\$ 199.57
Geotechnical Engineer	\$ 60.00	\$ 193.13
Construction Manager / PMP	\$ 60.00	\$ 193.13
Construction Superintendent	\$ 42.00	\$ 135.19
Environmental Manager (10+ Years Exp.)	\$ 49.00	\$ 157.73
Project Engineer (10+ Years Exp.)	\$ 45.00	\$ 144.85
Engineering Lab Manager	\$ 43.00	\$ 138.41
Design Engineer (5-10 Years Exp.)	\$ 40.00	\$ 128.76
GIS / Senior Engineering Tech	\$ 38.00	\$ 122.32
Environmental Specialist	\$ 37.00	\$ 119.10
Construction Inspector	\$ 30.00	\$ 96.57
EIT	\$ 29.00	\$ 93.35
Construction Record Keeper	\$ 28.00	\$ 90.13
Unmanned Aircraft System (UAS) Pilot	\$ 27.00	\$ 86.91
Engineer Tech	\$ 25.00	\$ 80.47
CADD Operator	\$ 23.00	\$ 74.03
Laboratory / Field Technician	\$ 22.50	\$ 72.43
Admin/Clerical	\$ 22.00	\$ 70.82
Overhead Rate*: 179.03% Profit Rate: 12.00%	Contract Rates include labor, overhead, and profit. Contract Rates to be used to derive lump sum totals. All rates are negotiated rates and are not subject to change or adjustment.	
Direct Expenses:		
Lodging.....	\$98/night	
Meals.....	\$59/day	
Mileage.....	\$0.625/mile	
Car Rental.....	\$60.00/Day	
Aerial Drone Flight.....	\$250.00/hr	
Air Travel (Coach/Business Class).....	At Cost	
8 1/2" X 11" copies.....	\$1.00/sheet	
11" X 17" copies.....	\$1.50/sheet	
Overnight Mail - Letter Size.....	\$15.00/Each	
Overnight Mail - Oversized Box.....	\$25.00/Each	

* = Overhead Rate is TxDOT 2020 Approved Audited Overhead Rate.



GEOTECHNICAL & CONSTRUCTION MATERIALS TESTING SERVICES

Direct Expenses

Geotechnical Field Services

Mobilization (Drill Rig and Crew)	\$415.38/Day
Stand-By Time	\$235.22/Hr
Texas Cone Penetration Test (Tex-132)	\$10.80/Ea.
Soil Boring / Solid Stem	\$32.00/Lf
Soil Boring / Hollow Stem	\$32.00/Lf
Soil Boring / Mud Rotary	\$32.00/Lf
Mileage (Logger-Soil Tech)	\$0.625/Mi.
Support Truck	\$1.75/Mi.
Piezometer / Monitoring Well	By Quote

Soil Testing

Moisture Content Determination - ASTM D2216/Tex-103-E	\$13.05/Ea.
Determination of Liquid Limit of Soils - Tex-104-E	\$45.00/Ea.
Determination of Plastic Limit of Soils - Tex-105-E	\$45.00/Ea.
Determination of Plasticity Index of Soils - Tex-106-E	\$45.00/Ea.
Atterberg Limits of Soils - ASTM D 4318	\$115.47/Ea.
Bar Linear Shrinkage of Soils - Tex-107-E	\$83.60/Ea.
Particle Size Analysis of Soils (Gradation) - ASTM D 422/Tex-110-E	\$92.38/Ea.
Material Finer #200 Sieve - ASTM D 1140/Tex-111-E	\$62.43/Ea.
Lime Series Testing (PI Relation) - Tex-112-E	\$292.50/Ea.
Lime Series Testing (pH Relation) - Tex-121-E (Part III)	\$443.31/Ea.
Moisture-Density Relationship (TxDOT) - Tex-113-E /Tex-114-E	\$281.68/Ea.
Standard Proctor - ASTM D 698	\$257.27/Ea.
Modified Proctor - ASTM D 1557	\$261.93/Ea.
Field Density Test (Nuclear) - ASTM D 6938/Tex-115-E	\$25.17/Ea.
Determination of Soil pH - Tex-128-E	\$74.16/Ea.
Soil-Lime Testing - Tex-121-E (Part I)	\$167.50/Ea.
Resistivity of Soils - Tex-129-E	\$194.00/Ea.
Sulfate Content of Soils - Tex-145-E	\$98.98/Ea.
Organic Content of Soils - Tex-148-E	\$60.00/Ea.
Texas Wet Ball Mill (Material Quality) - Tex-116-E	\$276.63/Ea.
Triaxial Compression (Dist. Soil & Base) - Tex-117-E	\$2,300.00/Ea.
Unconfined Compression-Soil - ASTM D 2166	\$57.15/Ea.
Uniaxial Compression-Rock - ASTM D 7012	\$73.37/Ea.
Consolidation Test - ASTM D 2435	\$654.62/Ea.
Pulverization Gradation - Tex-101-E (Part III)	\$95.81/Ea.
Mechanical Grain Analysis ASTM D 6913	\$100.00/Ea.
Organic Content Determination (Ignition) ASTM D 2974	\$60.00/Ea.

Coarse & Fine Aggregate Quality Testing

Sieve Analysis (Dry)(4 Sieves) - ASTM C 136/Tex-200-F	\$79.99/Ea.
Sieve Analysis (Washed)(4 Sieve) - ASTM C 136/Tex-200-F	\$85.53/Ea.
Sieve Analysis (Conc. Aggregate)(5 Sieve) - Tex-401-A	\$90.00/Ea.
Sieve Analysis (Additional Sieves) - All Methods	\$15.12/Ea.

Deleterious Material (Coarse Aggr.) - Tex-217-F (Part I)	\$50.00/Ea.
Deleterious Material (Concrete Aggr.) - Tex-413-A	\$50.00/Ea.
Decantation (Coarse Aggr.) - Tex-217-F (Part II)	\$54.00/Ea.
Decantation Test (Fine Aggr. - Conc.) - ASTM C 117/Tex-406-A	\$26.50/Ea.
Specific Gravity/Absorp. (Conc. Aggr.) - ASTM C 127/Tex-403-A	\$81.22/Ea.
L.A. Abrasion - ASTM C13/ Tex-410-A	\$402.33/Ea.
Soundness (5 Cycle Magnesium Sulfate) - ASTM C 88/Tex-411-A	\$575.87/Ea.
SSD Unit Weight of Aggregates - ASTM C29/Tex-404-A	\$57.17/Ea.
Percent Voids/Solids in Conc. Aggr. - Tex-405-A	\$15.00/Ea.
*(In Conjunction w/ SSD Unit Wt of Aggregates)	

Sand Equivalent - ASTM D 2419/Tex-203-F	\$96.10/Ea.
Specific Gravity / Absorption (Fine Aggr.) - ASTM C 128/Tex -403-A	\$82.61/Ea.
Organic Impurities in Fine Aggregate -ASTM C 87/Tex -408-A	\$53.05/Ea.
Fineness Modulus of Fine Aggregate - Tex-402-A	\$15.00/Ea.
Flat & Elongated Particles (Coarse Aggr.) - Tex-280-F	\$65.88/Ea.
Coarse Aggr. Crushed Face (Coarse Aggr.) - Tex-460-A (Part I)	\$60.00/Ea.
Acid Insoluble of Fine Aggregate - Tex-612-J	\$90.00/Ea.

Pavement Testing (Mix & Roadway) / Asphalt Quality

Sieve Analysis (Paving Mix Gradation) - Tex-236-F/Tex-200-F	\$81.49/Ea.
Bulk Specific Gravity and Water Absorption of Aggregates - Tex-201-F	\$100.00/Ea.
Lab Method of Mixing Bituminous Mixtures (set of 3) - Tex-205-F	\$145.00/Ea.
Compacting Specimens Using the Texas Gyratory Compactor (set of 3) - Tex-206-F	\$95.00/Ea.
Determine Drain down Characteristics in Bituminous Mixtures - Tex-235-F	\$60.00/Ea.
Asphalt Content - Tex-236-F	\$95.00/Ea.
Voids in Mineral Aggr. (VMA) - Tex-207-F	\$90.00/Ea.
Boil Test (Effect of Water on Paving Mix) - Tex-530-C/Tex-531-C	\$90.00/Ea.
Indirect Tensile Strength Test - Tex-226-F	\$62.50/Ea.
Moisture Content (Paving Mix) - Tex-212-F (Part II)	\$18.00/Ea.
Lab Molded Density - Tex-207-F	\$89.08/Ea.
Hamburg Wheel Tracker - Tex-242-F	\$1,000.00/Ea.
Field Coring - ACP Thickness - ASTM D 3549	\$69.50/Ea.
Pavement Thickness Det. (Full Depth) - ASTM D 3549	\$95.00/Ea.
Density of Cores (4 or 6 inch) (Set of 2) - Tex-207-F	\$81.67/Ea.
In-Place Air Voids - Tex-207-F	\$25.00/Ea.
Maximum Theoretical SPG (Rice Gravity) - Tex-227-F	\$101.63/Ea.
Extraction/Sieve Analysis/Asphalt Content - Tex-210-F/Tex-200-F	\$226.37/Ea.
Asphalt Rolling Pattern (Nuclear Method) - Tex-207-F (Part IV)	\$45.00/Ea.
Segregation Profile - Tex-207-F (Part V)	\$315.00/Ea.
Joint Density - Tex-207-F (Part VII)	\$315.00/Ea.
Tack Coat Adhesion - Tex-243-F	\$100.00/Ea.
Thermal Profile - Tex-244-F	\$200.00/Ea.
Ride Quality - Tex-1001-S	By Quote

Pavement Investigation (All Inclusive - QA Verification Field Sample) ~

Includes Core Exist. Asphalt for Thick. Perform Caliche Base Thick., Sieve Analysis & P.I., Stabilized Subgrade Thickness & P.I	\$550.00/Ea.
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Concrete/Masonry Field & Laboratory Testing

Temperature Test (Fresh Mix Conc.) - Tex-422-A	\$5.00/Ea.
Slump Test - ASTM C 143/Tex-415-A	\$28.13/Ea.

Air Content (Pressure Method) - ASTM C 231/Tex-416-A	\$32.90/Ea.
Air Content (Volumetric) - ASTM C 173	\$39.23/Ea.
Casting of Concrete Cylinders - ASTM C 31/Tex-447-A	~
Cylindrical Specimen Prep./Hold/Cure - ASTM C 192/ Tex-447-A	\$13.65/Ea.
Capping Cyl. Concrete Specimen - Tex-450-A	\$14.00/Ea.
Compressive Strength of Cyl. Specimen - ASTM C 39/Tex-418-A	\$19.41/Ea.
Casting of Grout Prisms - ASTM C 1019	~
Grout Prism Prep./Cure/Comp. Strength - ASTM C 39	\$31.29/Ea.
Casting of Mortar Cubes - ASTM C 780	~
Mortar Cube Prep./Cure/Comp. Strength - ASTM C 109	\$32.79/Ea.
Masonry Unit Prep. /Comp. Str. (Set of 3) - ASTM C 140	\$250.00/Ea.
Masonry Unit SPG/Abs./Unit Wt. (Set of 3) - ASTM C 140	\$250.00/Ea.

***(In Coniunction w/ Field Inspection)**

Structural

Bolt Technician	By Quote
Welding Inspection	By Quote

Miscellaneous Testing

Drilled Shaft Slurry Density - Tex-130-E (Part II)	\$25.00/Ea.
Drilled Shaft Slurry Sand Content - Tex-130-E (Part III)	\$25.00/Ea.
Drilled Shaft Slurry Viscosity - Tex-130-E (Part IV)	\$25.00/Ea.
Lime (Compliance with DMS 6350) (Tex-600-J)	\$300.00/Ea.
Asphalt Binder (Compliance with DMS-6310)	\$500.00/Ea.

Engineering Review, Evaluation, Management & Administration

Test Report	\$28.25/Ea.
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The specific hourly rate within each classification listed under Labor/Staff Classification depends on the experience, training, and qualifications of the personnel. A two (2) hour minimum billing at the applicable rate will be assessed per visit to project site.

Services provided on Saturday, Sunday and all work in excess of "normal" work hours will be invoiced at an overtime rate 1.5 times the applicable rate for the work performed. The cost of services is based upon the assumption that services will be provided during "normal" working hours. Normal working hours are between 7:00 a.m. and 6:00 p.m., Monday through Friday.

Expenses

Mileage	\$0.625/Mi.
All other project specific, third-party costs will be charged at cost plus 10 percent.	



CITY OF EDINBURG - CITY COUNCIL

Meeting Date: April 1, 2025

CONSENT AGENDA

Agenda Item No: 13.H.

Minutes for Approval

1. Agenda Item:

Consider Approving the City Council Minutes for the following: 2024 Regular Meetings: November 05, 2024, November 19, 2024, and 2025 Regular Meetings: February 04, 2025, and March 4, 2025. [Clarice Y. Balderas, City Secretary]

2. Description:

The City Secretary Department prepares and maintains the legislative history of all City Council meetings for historic and public purposes in accordance to the: City of Edinburg Code of Ordinances, Charter, Article III. Procedures of the City Council, Legislation, Section 6: Introduction and Passage of Ordinances and Resolutions. The City Code of Ordinances states, “yeas and nays shall be taken upon the passage of all ordinances and resolutions and entered upon the journal of proceedings of the City Council.”

Texas Government Code; Title 5. Open Government; Ethics; Subtitle A. Open Government; Chapter 551. Open Meetings; Subchapter A. General Provisions and Subchapter B. Record of Open Meeting:

Sec. 551.021. Minutes or Recording of Open Meeting Required “(a) A governmental body shall prepare and keep minutes or make a recording of each open meeting of the body. (b) The minutes must: (1) state the subject of each deliberation; and (2) indicate each vote, order, decision, or other action taken.”

Sec. 551.022. Minutes and Recording of Open Meeting: Public Record; and the 2022 Texas Open Meeting Act, Chapter X. Records of Meetings, Section A. Minutes or Recordings of Open Meeting. “The minutes and recordings of an open meeting are public records and shall be available for public inspection and copying on request to the governmental body’s chief administrative officer or the officer’s designee.”

City Council meeting minutes and recordings are available to the public upon request.

The City Council meeting videos are also available to the public through the city’s website at: www.cityofedinburg.com. The Mayor signs the minutes and attested by the City Secretary. Minutes are maintained for historical and public purposes.

In accordance to the City's Code of Ordinances, the City Secretary Department prepares and maintains the minutes of all City Council meetings for historical and public purposes.

3. Staff's Recommendation:

Approve the City Council Minutes for the following: 2024 Regular Meetings: November 05, 2024, November 19, 2024, and 2025 Regular Meetings: February 04, 2025, and March 4, 2025.

Reviewed by:

Prepared by:

Clarice Balderas, City Secretary

Maria Ortiz, Administrative
Assistant

Attachments:

- A. 11052024CCRM MINUTES
- B. 11192024CCRM MINUTES
- C. 02042025CCRM MINUTES
- D. 03042025CCRM MINUTES



MINUTES OF THE EDINBURG CITY COUNCIL REGULAR MEETING

CITY OF EDINBURG, HIDALGO COUNTY, TEXAS

Location: Edinburg City Hall-Council Chambers

415 West University Dr.

Edinburg, Texas 78541

NOVEMBER 05, 2024

6:00 PM

Mayor Ramiro Garza, Jr. called the meeting to order at 6:00 p.m.

PRESENT:

Ramiro Garza, Jr.	Mayor
Daniel “Dan” Diaz	Mayor Pro Tem
Jason De Leon	Councilmember Place 2
David Salazar, Jr.	Councilmember Place 3
David White	Councilmember Place 4
Myra L. Ayala	City Manager
Clarice Y. Balderas	City Secretary
Josephine Ramirez Solis	City Attorney

1. CALL TO ORDER, ESTABLISH QUORUM

- A. Prayer by Rabbi Asher Hecht Chabad RGV.
- B. Pledge of Allegiance by Mayor Ramiro Garza, Jr.

2. CERTIFICATION OF PUBLIC NOTICE

Mayor Ramiro Garza, Jr. verified the City Secretary’s posting of the City Council meeting and its compliance as required by the Texas Open Meetings Act. The notice was posted on November 01, 2024 at 9:45 p.m.

3. DISCLOSURE OF CONFLICT OF INTEREST

City Attorney Josephine Ramirez Solis stated under State Law a conflict of interest exists if a Councilmember or a certain member of that Councilmember’s family has a qualifying financial interest in any agenda item. Members with a conflict of interest cannot participate in the discussion nor vote on that agenda item.

Josephine Ramirez Solis, City Attorney asked Mayor and Councilmembers if there were any known conflict of interest to disclose at that time.

There were no conflict of interests presented.

4. CITY MANAGER'S REPORT

A. Community Planting Day

Myra L. Ayala, City Manager stated the City of Edinburg Parks and Recreation Department invites everyone to a Community Planting Day Saturday, November 9, 2024, beginning at 9:00 a.m. at the Promenade Amphitheater. She stated the event will open with a ceremony, a brief welcome message and an expression of appreciation to the Apache Corporation for their generous grant of two hundred trees donated to the community. Ms. Ayala stated following the ceremony 150 trees would be available for community members to take home while supplies last. She said twenty-five trees would be planted at the promenade park and another twenty-five trees scheduled to be planted at De Zavala City School Park. Ms. Ayala stated the Edinburg 2040 Neighborhood Parks Greenspace Beautification Committee were invited to participate and they would like to warmly extend the invitation to all residents, community groups, and organizations to join in enhancing Edinburg's greenspaces by planting or taking home a tree.

5. PROCLAMATIONS/RECOGNITIONS

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

Clarice Y. Balderas, City Secretary read the proclamation aloud.

Maribel Velasquez, Court Administrator thanked the Mayor and Council for all of their support, she stated the essential functions the Municipal Court fulfills is a vital component to the legal system for they many times they are frequently the point of contact for people looking for justice. She said from traffic infractions to local ordinances Municipal Court handles a wide range of matters, which play a vital role in that the laws are applied justly and equally. Ms. Velasquez stated the court supports preventive order, public safety, and citizen's accountability. She said this week they celebrate the diligence and commitment of judges, clerks and staff who make sure courts run smoothly and fairly, it is shown in their dedication in upholding the law. She said they handle complex legal issues while ensuring every person is addressed with dignity and respect, additionally Municipal Courts are essential for community engagement by providing outreach initiatives, educational opportunities, and alternative dispute resolution process. The Edinburg Municipal Court has pledged to keep up with community involvement, their continued effort to keep Edinburg resident safe has cause such an impacted that they have received numerous awards and have been recognized by the state. She stated they would continue to ensure that these values are upheld by the courts, allowing everyone to access justice. Ms. Velasquez thanked, City Management, Mayor and Council, City Judge and the Prosecutor for their collaborative efforts to ensure that the law is enforced fair and equally.

6. PUBLIC COMMENTS

Fern McClaugherty: Ms. McClaugherty stated Election Day is a day the free people

will decide who the new leader will be, and it is important that the people stop and pay attention because the results will significantly affect the community, yet the Council could not change their monthly meeting. She said a major part of the republican platform is to lower taxes, such as eliminating taxes on social security and many other things, most parts accept that 20% of inflation is not acceptable. Ms. McClaugherty asked what has this Council done to reduce the cost of living in Edinburg, the water rate increase, and supporting the appraisal district's property value increase will not do it. She said in fact that has only increased the cost of living and more people will lose their homes and businesses. Ms. McClaugherty asked that everyone pray for Israel.

Joe Habbouche: Mr. Habbouche, Bert Ogden Auto Group was present in opposition of the proposed medians on the intersection of Alberta Road and Closner Boulevard; he said they have also obtained the support of State Representative Terry Canales. Mr. Habbouche stated the proposed medians would completely impair their business operations. The medians would cause rerouting and safety issues for their car and parts delivery trucks. He said traffic would then be diverted to the frontage access road, which could lead to more accidents, he stated they want to provide their customers with a safe experience while on their test drives or when they are entering the dealerships. Mr. Habbouch stated that in light of those concerns and the potential to discuss this further with TxDOT he asked that Council postpone any decision on the proposed medians.

Rohel Garcia: Mr. Garcia was present to voice the impact SH 68 will have on his and the surrounding properties, he stated they knew SH 68 would cross FM 490 so they decided to build further back, but with what TxDOT is now proposing has informed them that they will be cross right through the middle of his property.

Ms. Garcia: Ms. Garcia stated when they purchased their land back in 2021, this proposal was never mentioned to them, when they filed for building permits in 2022 the project was never mentioned. She said their neighbor informed them of a proposal to expand FM 490 into a four-way highway; this would take 400 feet from the front of their property. Ms. Garcia said for that reason they decided to build their home about 1800 feet away from FM 490 to avoid having the proposed highway too close to their home. She stated once their home was completed they received a letter from TxDOT about the reroute of SH68 that would go through the middle of the property which would result in the destruction of their home. She stated they have met with TxDOT numerous times explaining how the reroute will affect all the families in the area, but TxDOT is set on their plan with no intention of change; therefore, Ms. Garcia stated they oppose of this proposal.

Diana Sepulveda: Ms. Sepulveda stated she lives in West Meadows Subdivision she is strongly opposed to the apartment complex being proposed in her area stating the traffic and the crime will continue to grow and cause me problems to her and the other home owners in that area.

Jessica Porras: Ms. Porras resident of Victoria Heights Estates stated she was present

in favor of the proposed apartments on Sprague Street. She said for the past two years a new development proposal has been in the works and as a neighboring resident; she has been here before voicing her concerns about the increased traffic and the possibility of increased crime. Ms. Porras stated that this new proposal does not raise as many concerns as the original proposal. She said she is in favor of the current proposal, which includes commercial lots, but they would still like to discuss through streets and expanding the street to a four lane with a turning lane to help with the traffic.

Delia Perez: Ms. Perez was present to express her support for items 9 A, B, and C for the proposed development on Sprague Street. She stated the owner met with some of the surrounding homeowners and they were able to voice their concerns and made suggestions. Ms. Perez stated in the new proposal the owner has accommodated some of their requests. Ms. Perez stated with the original proposal she would have resulted in a large number of apartments immediately adjacent to her backyard. The new proposal allows for single-family residences neighboring her and the number of apartments has been significantly reduced. She stated she too has concerns about the through streets, but is still in favor of the proposed development.

Richard Castello: Mr. Castello was present to voice his concerns about the Municipal Separate Storm Sewer System (MS4). What this does is it ensures that the City of Edinburg controls the amount of pollutants that go into the storm water system. He stated the storm systems ultimately drain into the Laguna Madre and affects the fish; he said it is a regional issue. Mr. Castello stated the mandates require minimal control measures and the City of Edinburg has failed to comply with the mandates. He said specifically minimum control measure No. 5 that deals with constructions sites and minimum control measure No. 6, post construction storm water management. Mr. Castello stated if you go to a construction site and you see dirt going into the storm water drain you are out of compliance if you see seal fences that are not buried at least 6 inches you are not in compliance, he said there are requirements for the contractors and they should comply with those mandates.

Elizabeth Goldberg: Ms. Goldberg was present on behalf of the residents of West Meadows Subdivision who were unable to attend but are opposed of the development on Sprague Street. Ms. Goldberg read aloud their concerns like the drop of property value, the increased traffic speeding through the neighborhood, the area is already overly populated, traffic safety issues, the increased risk of flooding because the field where the development is being proposed currently retains most of the rain water, destruction of natural land and reduction of pollinators. Ms. Goldberg stated she too shares the same concerns and is opposed to the development because the traffic on Sprague Street is already very bad with the residents going to Trevino Elementary, this would increase the traffic to the area making it unsafe for their children.

Jonah Goldberg: Mr. Goldberg thanked the Council for bringing Rabbi Asher Hecht to lead the meetings prayer. He stated he lives in the West Meadows Subdivision and he is greatly concerned that if the land on Sprague Street is developed it will create flooding issues. Mr. Goldberg stated he is opposed to the development because of traffic,

population, and the already full elementary school in that area.
There were no further Public Comments.

7. PRESENTATIONS AND REPORTS

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

Tom Reyna, Assistant City Manager reminded everyone the Project Dashboard is available online for anyone that would like to review the projects and the status updates of each project. He said the dashboard is updated weekly. Mr. Reyna stated the Alberta Road Reconstruction Project stretches from the west City limits to Interstate 69. He stated they are currently under construction in two separate intersections and will be going into the next two, between McColl Road and Jackson Road all the way east of Sugar Road. It will be turned into a four lane section, the same style as what is on Jackson Road west of the City limits. Mr. Reyna stated once they get past the drainage on Shalom Dr. it will go to a three way lane section due to the amount of right of way within that area. He said the section between Jackson Road and Sugar Road should be completed by November 25, 2024 and the smaller section between Sugar Road and the ditch should be done by November 18, 2024. Mr. Reyna stated they would begin the next sections in early Spring. He briefly went over the tests conducted to warrant and simulate different options to address the traffic and the number of accidents at the intersection of Alberta Road and Closner Boulevard.

Mayor Ramiro Garza, Jr. asked for an explanation of what warranted for a traffic signal means and could warranted mean a median or a signal light. He asked for a briefing on a meeting between the City and the stakeholders.

Tom Reyna, Assistant City Manager stated based on the amount of traffic, speed, and the amount of accidents reported in an area it could warrant a traffic light or a fatal accident automatically warrants a traffic light.

Mardoqueo Hinojosa, City Engineer stated in September 2024 they had a meeting and close to thirty residents were present. He said most residents were against the proposal mainly from the access point.

Councilmember David White asked who was notified of the proposal, why deviate from the normal 300 foot radius?

Tom Reyna, Assistant City Manager stated they notified everyone on Alberta Road and everyone on Closner Boulevard. He said staff walked to each individual mailbox and placed a flyer of the proposal. He stated for construction they go 300 feet in all directions of each intersection.

Councilmember Jason De Leon stated his concern with the proposal is traffic coming from the ramp.

Councilmember David White stated they should close Alberta Road going east and west on Closner Boulevard, he said it is a very dangerous intersection.

Mayor Ramiro Garza, Jr. stated TxDOT denied the original proposal but they are now open to other options and he would like to discuss different options to address the problems at this intersection.

Mayor Pro Tem Daniel “Dan” Diaz stated considering the impact the intersection has he agrees they need to consider and propose a solution with TxDOT before making any changes. He asked what could the City do now, add signal lights, warning signs to try to deter what is happening and avoid any accidents until they discuss a solution.

Tom Reyna, Assistant City Manager stated the City cannot do anything on Closner Boulevard until it is approved by TxDOT, because US 281 is a state highway.

Councilmember David White said there is one thing the City can do, they can close Alberta Road at the Closner Boulevard intersection. He said that may not be an answer anyone wants to hear but there is something the City can do for the safety of the public.

Tom Reyna, Assistant City Manager stated if that intersection is closed the property owners could still use it as driveway creating the same issue and the City does have a liftstation in that area so they would have to redesign and ask for an easement because currently it is on public right of way.

Councilmember Jason De Leon stated he does not think reducing the speed will help the situation and putting a traffic light and stopping the traffic from that ramp is not the answer.

Tom Reyna, Assistant City Manager stated the current posted speed sign is 55 and results showed speeds of up to 76, in the end a sign is just a sign.

Mayor Pro Tem Daniel “Dan” Diaz stated the discussion for this intersection has been ongoing for some time, the residents have been proposed a couple of options with oppositions from the stakeholders who only agreed to a traffic light which TxDOT rejected but now they are willing to discuss it. He asked Jaime Ayala, Chief of Police if a police officer could be posted in that area to try to mitigate less accidents.

Jaime Ayala, Chief of Police stated they work that area as part of the traffic enforcement of traffic for the City but it would be very challenging to assign someone to solely to that area.

Mayor Ramiro Garza, Jr. stated the owner of the property on the corner stated they will be opening a repair and body shop for 18 wheeler trucks generating a lot of traffic.

Tom Reyna, Assistant City Manager informed that Council they are currently not asking for approval they are seeking direction from the Council as to what they should

persue, before bringing the item back to the Council in December.

Councilmember Jason De Leon stated a median is the last thing anyone wants but when it comes to safety he feels that the three legged intersection is probably the safest route. He said he understands the concerns of the stakeholders but a traffic light halting the traffic from that exiting ramp sounds very dangerous.

Councilmember David White stated if staff is looking for direction he agrees with Councilmember De Leon the three legged intersection is the safest.

Mayor Ramiro Garza, Jr. gave the directive to schedule a meeting with TxDOT to discuss the different options.

Fern McClaugherty stated she lived near the intersections for many years and is aware of the traffic, she said if drivers are coming down that ramp at 76 miles then the City should be making a lot of money on speeding tickets. Ms. McClaugherty stated on the median three legged proposal you have traffic from Alberta Road turning north and yes there will be a median but have traffic going into south bound traffic is not a good idea, plus the traffic to use the turn around on Owassa Road is horibble. She stated either close Alberta Road at the intersection or add the traffic lights with flashing traffic light ahead warning signs, and if TxDOT cannot implement the flashing warnings signs then they should remove that ramp.

The presentation will be included in the minutes.

8. OTHER BUSINESS

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

Myra L. Ayala, City Manager stated the proposal for State Highway 68 has been in discussion since 2013 and she wanted to open this up to the Council for any questions they may have. She stated some of the landowners are present and would like to comment as to how the proposal will be affecting them.

Joe Vail stated he owns the property in front of the South Texas International Airport he said SH68 had been in discussion for about ten years the proposal was for it to be off FM 490 which they were in favor of and about two years ago the route was changed. He Mr. Vail said they informed him the change of route was mainly because the original route would require a traffic light, which he does not see a reason for a light. He stated the new route would now divide his property in half, creating a problem for him especially that the project is at a standstill leaving him unsure of what will happen with his home.

Mayor Ramiro Garza, Jr. stated for context State Highway 68 was a thoroughfare being proposed by TxDOT connecting to the international ports of entry through Donna and a new road being built north of Edinburg. This proposal was started eleven years ago and

yes, the connection was going to be on FM 490 and recently was changed to bypass the airport.

Fern McClaugherty stated she is speaking for some of the people that have passed away since this loop was proposed, then it was a toll road and now it is back to being a loop. She stated this has already caused the lives of some people that fought and begged for their land and TxDOT does not care. Ms. McClaugherty stated why now, she stated from the beginning it was always going to be FM 490, after all this time TxDOT still cannot get it right; she said the airport has always been there. She stated everyone pays for their taxes and yet here they want to come and take these people's homes.

Idiana Escobar stated she and her family own property on FM 490 and they have attended meetings for the SH 68 project and they have stated the reason they changed the route is because of the airport, but if you look at San Antonio Airport it is right off of the expressway so it should not make a difference where the loops ends up. She said it will cut through their property, she ask that the City helps them resolve this situation with TxDOT or help with a different solution to help all the land owners in that area.

Roel and Sylvia Garcia, Mr. Garcia stated they moved to that area in 2021 because they wanted live in a bigger area/ranch community and no one ever mentioned a highway until after they had already purchased their land. He said when they reviewed the original proposal they decided to build toward the back of their property to avoid any issues with TxDOT. Mr. Garcia said two weeks after the completion of their home they received a letter from TxDOT stated they had rerouted the plan for SH 68 and now it will run right through the middle of their home. He said, now they are at a standstill because they have not been able to get a straight answer from TxDOT. Mr. Garcia stated they would like the City's help get an answer from TxDOT, he said they would support the original proposal.

MOTION: Councilmember Jason De Leon to Table Action Regarding State Highway 68 (SH68).

SECOND: Councilmember David Salazar, Jr.

There was discussion.

Councilmember David Salazar, Jr. stated he would like to meet with TxDOT and get more information; a lot of the information is hearsay and hypothetical situations. They say they were putting a sign and now they are not putting a sign. He said the Council has no direct answers.

Councilmember Jason De Leon withdrew his motion.

Councilmember David White stated he is the one who asked the item be put on the agenda because he stated they met with TxDOT and were informed FM 490 would be easy access but there might be an issue with the planes. Councilmember White said he met with State Representative Terry Canales who mentioned other issues one being an

issue for planes landing at the airport, affect the future venture of cargo, cargo would feed to FedEx and other businesses coming up to the north of the City. He stated these would not be small planes and as of right now the airport's concrete, runways would not be able to sustain landing those planes. Councilmember David White stated if that is something, the City wants to pursue that issue needs to be addressed, address how high they will be able to build FM 490 if they make it into an overpass. He said there was talk about making FM 490 and overpass and US Highway 281 an underpass, law enforcement had an issue with that because when it freezes the expressway closes and FM 490 becomes an ancillary road so it must be kept on the ground touching surface all the time, to be able to stay open during most of the freezes. He stated an example of that is Chapin Road is built backwards, when there is a freeze that overpass ends up with major accidents, and it stays open because the expressway is closed. Councilmember White stated those are some of the issues that started coming up, Mr. Canales had a press conference before meeting with the Council to discuss and come up with a solution. He stated the Council must think of the future of the airport and plan what needs to be done, but still have not been able to get factual information from TxDOT. He said they need to discuss what is best for the future of the community and the community includes the homeowners, stakeholders, and future stakeholders.

Councilmember Jason De Leon stated the Council needs to plan for the future growth of the Rio Grande Valley, a safer route not just for the truck drivers but also for the entire region. He said he agrees all factors need to be discussed and come up with a plan that is best for everyone.

Mayor Pro Tem Daniel "Dan" Diaz thanked all the landowners for being present tonight; he stated he is not in favor of the realignment. He said the access to FM 490 has been in place since 2013, everyone has been aware that the objective is to declutter the traffic from the border, have a route north to I-69 which is where SH 68 came into play, and at the same time capitalize on the traffic that might expand the airport. He stated from an economic development standpoint, which would create an explosion of growth from Monte Cristo Road north all the way to the airport. Mr. Diaz stated TxDOT has assured the City that they will work together to have the best possible outcome and that it will be good for the next 50 years. He said he is in favor to meet and get all the questions answered.

Councilmember David Salazar, Jr. stated it is the Council's duty to the city and the people to do their due diligence before they make any decision. He said he too would like to have a discussion with TxDOT, with the leadership at state level, with the Senator, and with other stakeholders in the region to get all the facts because this is going to affect everyone.

Councilmember David White asked that if the discussion is done in a workshop the landowners that were present tonight get an invitation to attend. He stated if the airport will continue to venture into providing cargo shipments then the future of the airport has to be taken into consideration.

Myra L. Ayala, City Manager stated the Edinburg Economic Development is invested in the airport that they may have already included a Master Plan, she said maybe this is something the Council could review and elaborate and expand on it. Ms. Ayala said as the Council stated they do need to consider what is the future for the airport and how they would like to see it grow.

Councilmember Jason De Leon stated he is not in favor of either proposition, with the economic growth of having more frontage property is huge. He said some of the landowners do not realize how much more valuable their properties will be by being frontage land.

Mayor Pro Tem Daniel “Dan” Diaz stated they must conduct an economic impact study with the original proposed route and the dynamic if it was moved two miles north it is important to know how it would affect the City of Edinburg and the loss of potential revenue.

Councilmember David Salazar, Jr. ensured everyone that the Mayor and Council are here for the residents and they will try to get this issue resolved in a timely manner and stop living in a standby mode, these are things and that need to come out.

Mayor Ramiro Garza, Jr. stated he is completely opposed to the new alignment; he is in favor of the original alignment. He said the previous City Council voted in 2013 that this alignment would be off FM 490, and the Council only learned of the change in August of 2023 because one of the landowner informed the Council that they were getting letters from TxDOT that their property was being bypassed. Mayor Garza stated the current Council reviewed what was being proposed and they all agreed on the original alignment. He stated the reason for SH 68 to connect with FM 490 from the standpoint of the City of Edinburg and many other cities was so that the region could benefit from the connection to the international ports of entry. He said the shift would be detrimental to the airport because SH 68 would completely bypass the airport. Mayor Ramiro Garza, Jr. stated the local TxDOT stated they were planning to build bridges at the intersection of FM490 and US Highway 281 to connect SH 68 and that is the reason for the shift, and the new alignment. He said as soon as they were made aware of this they sent TxDOT a letter informing them the City of Edinburg was in opposition of the new alignment and asked them to come up with alternatives.

No Action

9. PUBLIC HEARINGS

Mayor Ramiro Garza, Jr. declared the hearing open for public comments on items A through D at 6:34 p.m. There being no further comments, Mayor Ramiro Garza, Jr. declared the hearing closed at 6:49 p.m.

- A. Hold Public Hearing and Consider the Ordinance Providing for the Rezoning Request from Residential, Primary (RP) District to Residential, Multi-family (RM) District, a**

Tract of Land Containing 10.397 Acres Situated in the County of Hidalgo, Texas, Being Out of Lot 3, Section 275, Texas-Mexican Railway Company's Survey, According to the Plat Thereof Recorded in Volume 24, Pages 168-171, Hidalgo County Deed Records, Located at 3000 West Sprague Street, as Requested by Melden and Hunt, Inc. on Behalf of K & Z Developers LTD. [Jaime Acevedo, Director of Planning & Zoning]

Reynaldo Sepulveda stated as a resident of the area he is opposed to development of apartments in the area due to resources. He stated apartments house more people, which requires more use of City resources, just as the Police Chief stated the police department cannot man one sole intersection for a long period of time due to the call volume. He stated as per the City's website a large amount of police calls come from apartments and areas around the apartment complexes. Mr. Sepulveda stated he like everyone else wants the City of Edinburg to grow and prosper but it must be done to where the community is safe.

Richard Castello asked if apartments and commercial plazas was the only plan for McColl Road? He stated yes commercial and multi-family housing generates more revenue, and it is concerning that this was significant when making decisions, and not considering the traffic and safety hazards. He stated the public can voice their concerns but their voices are limited. Mr. Castello stated the City needs a master plan; someone needs to look comprehensively into what the City will look 20 years down the road.

Ruben James de Jesus, Melden and Hunt stated the narrative is very different from a few years ago, he said they have been working the owner and the community. He stated the rezoning request being presented today appeases the neighboring subdivisions, he said they know the traffic, and flooding concerns but none of that will be alleviated if no development is done on that property. Mr. de Jesus stated part of the development requirements that they abide by drainage requirements, street requirement, lighting, and access points, he said all of that is part of subdivision engineering that they work hand in hand with City staff.

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

SECOND: Councilmember David Salazar, Jr.

There was discussion. Jaime Acevedo, Director of Planning & Zoning addressed the Council's questions.

Ruben James De Jesus stated item A is what they have as the contingency, for the middle zoning to be multi-family and the second item would change the multi-family to single family, with that being said if the item A is not approved then the other two

would be withdrawn.

Mayor Pro Tem Daniel “Dan” Diaz stated they always ask the developer to reach out to the surrounding residents and get them on board, and that has been done. He stated there is one row of homes on Empress Street that stands to be affected the most, because the current zoning allows apartments to be developed in the backyard to those homes. Mayor Pro Tem Diaz stated the new rezoning would ensure that the home on Empress Street would get a single family home behind their home, and the only ones that would be impacted by the apartments would be those that decided to buy and build on the new single-family lots. He stated no one is in favor of a punch through in the back of Princes Street that would access McColl and increase traffic in that neighborhood.

Ruben De Jesus stated during the subdivision process they would have to expand Sprague Road, and they are working with the owner and with staff in considering dedicating the full right of way from the western limits to McColl Road. Mr. De Jesus stated that would be separate from the platting of the property, this would grant the City an 80-foot right of way and that area would be able to meet about a 50-foot lane so that they could put a left and a right turn and modify the intersection going east bound. Mr. De Jesus stated the single-family lots would not be the type of lot they would be quarter acre lots limiting the number of units and the traffic intact allotting for one access point and that would be off Sprague Road. He said if they were to propose another access point, they would focus on the commercial development of off McColl Road.

Councilmember David White thanked Ms. Porras for coming back in support after they met with the owners and the developers and be able to come to a compromise of a proposal they were against.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Pro Tem Daniel “Dan” Diaz, Councilmember Jason De Leon, Councilmember David Salazar, Jr., and Councilmember David White

NAYS: Mayor Ramiro Garza, Jr.

ABSENT: None

ABSTAIN: None

The motion to Approve carried.

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

MOTION: Councilmember Jason De Leon to Approve Ordinance Providing for the Rezoning Request from Residential, Primary (RP) District to Commercial, General (CG) District, a Tract of Land Containing 5.196 Acres Situated in the County of Hidalgo, Texas, Being out of Lot 3, Section 275, Texas-Mexican Railway Company's Survey, According to the Plat Thereof Recorded in Volume 24, Pages 168-171, Hidalgo County Deed Records, Located at 2900 West Sprague Street as Requested by Melden and Hunt, Inc. on Behalf of K & Z Developers LTD.

SECOND: Councilmember David White

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Daniel “Dan” Diaz, Councilmember Jason De Leon, Councilmember David Salazar, Jr., and Councilmember David White

NAYS: None

ABSENT: None

ABSTAIN: None

The motion to Approve carried.

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

MOTION: Councilmember Jason De Leon to Approve Ordinance Providing for the Rezoning Request from Residential, Multi-family (RM) District and Commercial, General (CG) District to Residential, Primary (RP) District, a Tract of Land Containing 11.689 Acres Situated in the County of Hidalgo, Texas, Being Out of Lot 3, Section 275, Texas-Mexican Railway Company’s Survey, According to the Plat Thereof Recorded in Volume 24, Pages 168-171, Hidalgo County Deed Records, Located at 3100 West Sprague Street, as Requested by Melden and Hunt, Inc. on Behalf of K & Z Developers LTD.

SECOND: Councilmember David White

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Daniel “Dan” Diaz, Councilmember

Jason De Leon, Councilmember David Salazar, Jr., and Councilmember David White

NAYS: None

ABSENT: None

ABSTAIN: None

The motion to Approve carried.

- D.** Hold Public Hearing and Consider the Ordinance Providing for the Rezoning Request from Agriculture and Open Space (AO) District to Residential, Primary (RP) District, a 6.00 Acre Tract of Land Out of Lot 64, Kelly-Pharr Subdivision, Hidalgo County, Texas, as Per Map Recorded in Volume 3, Pages 133-134, Deed Records of Hidalgo County, Texas, Located at 5313 Rolando Drive, as Requested by Jesus Vazquez on Behalf of Jose Dolores Vazquez Solache and Angel Torices. [Jaime Acevedo, Director of Planning & Zoning]

Laura Sanchez was present representing 32 residents that reached out to her whom are not in favor of the rezoning request. She stated none of the neighbors want 27 single family home subdivision and they are opposed to the main entrance to that subdivision be on Rolando Drive. Ms. Sanchez state most of their concerns are potential flooding issues with waterlines, and traffic because the area is already highly trafficked. She said many of her neighbors are older, disabled and do not have the means to return the notices the City sent out. She stated as per City ordinance when developing a subdivision it must provide for safe, efficient, and convenient for a vehicular and pedestrian traffic, this is not possible utilizing Rolando Drive. She asked the Council that they consider all their concerns.

Eva Vasquez stated Ms. Sanchez's online petition is a google doc that can be filled out by anyone not just residents of Rolando Drive. She stated Ms. Sanchez posted a sign on her yard, stating residents will be impacted. Ms. Vasquez stated they acquired over 51 signatures on their petition in favor to continue with the development, in only four hours. She stated the only people that will be impacted is Ms. Sanchez and her family's business that is located at the entrance of the subdivision, and uses the empty property for customer parking.

Laura Sanchez stated their business was relocated to San Juan years ago, and this is their sole residence. She stated her online petition has a QR code and must be filled out by the person that opens the code. Ms. Sanchez stated the signatures acquired by the Vasquez are from residents off Sundance Street and will not be impacted by this development.

Jessica Porras stated she started a WhatsUp group with 142 residents and yes at the beginning they were against apartments in this area, but some people are not understanding is that if they do not agree on the single –family development, then that whole area will become apartments. She stated yes a single-family subdivision will bring more traffic, but an apartment development would create more traffic and the land owner can potentially build apartments if the rezoning is denied.

MOTION: Councilmember David White to Approve Ordinance Providing for the

Rezoning Request from Agriculture and Open Space (AO) District to Residential, Primary (RP) District, a 6.00 Acre Tract of Land Out of Lot 64, Kelly-Pharr Subdivision, Hidalgo County, Texas, as Per Map Recorded in Volume 3, Pages 133-134, Deed Records of Hidalgo County, Texas, Located at 5313 Rolando Drive, as Requested by Jesus Vazquez on Behalf of Jose Dolores Vazquez Solache and Angel Torices.

SECOND: Councilmember David Salazar, Jr.

There was discussion. Jaime Acevedo, Director of Planning & Zoning addressed the Council's questions.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Councilmember Jason De Leon, Councilmember David Salazar, Jr., and Councilmember David White

NAYS: Mayor Ramiro Garza, Jr., Mayor Pro Tem Daniel "Dan" Diaz

ABSENT: None

ABSTAIN: None

The motion to Approve carried.

10. ORDINANCES

- A. Consider Ordinance Providing for a Temporary Special Use Permit for the "University Draffhouse Beerfest 2024" to be Held on Saturday, November 16, 2024, at the Edinburg Amphitheatre Area Located at 201 W. McIntyre Street as Requested by Sony Rego and Ronnie Larralde. [Jaime Acevedo, Director of Planning and Zoning]
No Action

11. AWARDING OF BIDS

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

MOTION: Councilmember David Salazar, Jr. to Approve Authorizing the Purchase of Premium Fabric Stacking Chairs and Haul Away Chair Trucks (dolly) for the Edinburg ACE Building Ballroom from Hertz Furniture Through the Local Government Purchasing Cooperative (BuyBoard) Contract No. 667-22, in the Amount of \$55,502.50.

SECOND: Councilmember Jason De Leon

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Daniel “Dan” Diaz, Councilmember Jason De Leon, Councilmember David Salazar, Jr., and Councilmember David White

NAYS: None

ABSENT: None

ABSTAIN: None

Motion to Approve Carried.

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

MOTION: Councilmember David Salazar, Jr. to Approve Awarding RFP No. 2024-021, 2024 Holiday Lighting and Decorations for the City of Edinburg’s Promenade Walkway, Promenade Park, and City Hall to Sixto Garza Jr. Enterprises, LLC (Six Shooter Softwash), the Highest Ranking Proposal in the Amount Not to Exceed \$70,000.00 and Authorize the City Manager to Enter Into a Professional Services Agreement Pursuant to the City’s Ordinances and Procurement Policies.

SECOND: Mayor Pro Tem Daniel “Dan” Diaz

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Daniel “Dan” Diaz, Councilmember Jason De Leon, Councilmember David Salazar, Jr., and Councilmember David White

NAYS: None

ABSENT: None

ABSTAIN: None

Motion to Approve Carried.

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

MOTION: Mayor Pro Tem Daniel “Dan” Diaz to Approve Authorizing the Purchase of One (1) WEMCO Grit Pump and Motors from Lewis Electric Motors and Pumps, Inc., Through the Local Government Purchasing Cooperative (BuyBoard) Contract No. 672-22 in the Amount Not to Exceed \$49,997.72.

SECOND: Councilmember David Salazar, Jr.

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Daniel “Dan” Diaz, Councilmember Jason De Leon, Councilmember David Salazar, Jr., and Councilmember David White

NAYS: None

ABSENT: None

ABSTAIN: None

Motion to Approve Carried.

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

MOTION: Councilmember David Salazar, Jr. to Approve Authorizing the Installation of a Forcemain at the Airport from Southern Trenchless Solutions, Through the Local Government Purchasing Cooperative (BuyBoard) Contract No. 730-24, in the Amount Not To Exceed \$189,999.79.

SECOND: Councilmember David White

There was discussion. Gerardo Carmona Jr., P.E., Director of Utilities addressed the Council’s questions.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Daniel “Dan” Diaz, Councilmember Jason De Leon, Councilmember David Salazar, Jr., and Councilmember David White

NAYS: None

ABSENT: None

ABSTAIN: None

Motion to Approve Carried.

12. RESOLUTION

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

MOTION: Councilmember David Salazar, Jr. to Approve Resolution Authorizing the City Manager to Submit a Grant Application to the U.S. Department of the Interior,

Bureau of Reclamation Under the Fiscal Year 2025 WaterSMART Water and Energy Efficiency Grant Program and to Execute Grant Documents Related Thereto.

SECOND: Councilmember Jason De Leon

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Daniel “Dan” Diaz, Councilmember Jason De Leon, Councilmember David Salazar, Jr., and Councilmember David White

NAYS: None

ABSENT: None

ABSTAIN: None

Motion to Approve Carried.

13. BUDGET

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

Hotel Occupancy Tax

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

MOTION: Councilmember David Salazar, Jr. to Approve the Fiscal Year 2024-2025 Budget Transfers for the Following: Hotel Occupancy Tax Fund: FROM UTRGV Athletics; Machines & Equipment Maintenance TO Building & Structures in the amount of \$26,185.

SECOND: Councilmember Jason De Leon

There was discussion. Ascencion Alonzo, Director of Finance addressed the Council’s questions.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Daniel “Dan” Diaz, Councilmember Jason De Leon, Councilmember David Salazar, Jr., and Councilmember David White

NAYS: None

ABSENT: None

ABSTAIN: None

Motion to Table Carried.

14. CONSENT AGENDA

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

MOTION: Councilmember Jason De Leon to Approve the Quarterly Investment Report for the Period Ending September 30, 2024, Pursuant to the Public Funds Investment Act (PFIA).

SECOND: Councilmember David Salazar, Jr.

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Daniel “Dan” Diaz, Councilmember Jason De Leon, Councilmember David Salazar, Jr., and Councilmember David White

NAYS: None

ABSENT: None

ABSTAIN: None

Motion to Approve Carried.

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

MOTION: Councilmember Jason De Leon to Approve Authorizing the City Manager to Enter Into an Agreement with the Edinburg Chamber of Commerce & Edinburg Convention and Visitors Bureau for the Period of October 01, 2024 through September 30, 2025 for Funding from the General Fund Non-Departmental and Hotel Occupancy Tax Fund.

SECOND: Councilmember David Salazar, Jr.

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Daniel “Dan” Diaz, Councilmember Jason De Leon, Councilmember David Salazar, Jr., and Councilmember David White

NAYS: None

ABSENT: None

ABSTAIN: None

Motion to Approve Carried.

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

MOTION: Councilmember Jason De Leon to Approve Authorizing the City Manager to Enter Into an Agreement with the Museum of South Texas History for the Period of October 01, 2024 through September 30, 2025 for Funding from the General Fund Non-Departmental and Hotel Occupancy Tax Fund.

SECOND: Councilmember David Salazar, Jr.

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Daniel “Dan” Diaz, Councilmember Jason De Leon, Councilmember David Salazar, Jr., and Councilmember David White

NAYS: None

ABSENT: None

ABSTAIN: None

Motion to Approve Carried.

- D. Consider Authorizing the City Manager to Enter Into a Counter-Part Agreement with North Alamo Water Supply Corporation (NAWSC) and a Two-Party Agreement with MB Rios Investment, LLC, to Provide Water Service to Rios Court Subdivision and Execute any Other Documents Relating Thereto. [Gerardo Carmona Jr., P.E., Director of Utilities]

MOTION: Councilmember Jason De Leon to Approve Authorizing the City Manager to Enter Into a Counter-Part Agreement with North Alamo Water Supply Corporation (NAWSC) and a Two-Party Agreement with MB Rios Investment, LLC, to Provide Water Service to Rios Court Subdivision and Execute any Other Documents Relating Thereto.

SECOND: Councilmember David Salazar, Jr.

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Daniel “Dan” Diaz, Councilmember Jason De Leon, Councilmember David Salazar, Jr., and Councilmember David White

NAYS: None

ABSENT: None

ABSTAIN: None

Motion to Approve Carried.

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

MOTION: Councilmember Jason De Leon to Approve Authorizing the City Manager to Enter into a Waterline Access Agreement with North Alamo Water Supply Corporation (NAWSC) to Provide Fire Protection Services to Jaguar Heights Subdivision.

SECOND: Councilmember David Salazar, Jr.

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Daniel “Dan” Diaz, Councilmember Jason De Leon, Councilmember David Salazar, Jr., and Councilmember David White

NAYS: None

ABSENT: None

ABSTAIN: None

Motion to Approve Carried.

15. OTHER BUSINESS

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

1. Councilmember David White would like an item to discuss an Ordinance stating the Council would not schedule a City Council Meeting on Primary or General Election Day.

Mayor Ramiro Garza, Jr. directed the City Staff to create a calendar of holidays or other events coming up on meeting days for Council to discuss and consider canceling or rescheduling the meetings.

2. Mayor Ramiro Garza, Jr. stated he would like an item to discuss MS4, the compliance for the storm water.

16. EXECUTIVE SESSION

MOTION: Councilmember David White to convene into Executive Session.

SECOND: Councilmember David Salazar, Jr.

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem “Dan” Diaz, Councilmember Jason De Leon, Councilmember David Salazar, Jr., and Councilmember David White

NAYS: None

ABSENT: None

ABSTAIN: None

The motion to Approve carried.

Mayor Ramiro Garza, Jr. convened into Executive Session 8:39 p.m.

OPEN SESSION

MOTION: Councilmember David White to convene into Open Session.

SECOND: Councilmember David Salazar, Jr.

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem “Dan” Diaz, Councilmember Jason De Leon, Councilmember David Salazar, Jr., and Councilmember David White

NAYS: None

ABSENT: None

ABSTAIN: None

Motion to Approve Carried.

Mayor Ramiro Garza, Jr. Reconvened into Open Session and stated no action was taken in Executive Session.

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

No Action

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

MOTION: Councilmember David White to Approve to Proceed as Directed as Discussed in Executive Session.

SECOND: Councilmember David Salazar, Jr.

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem “Dan” Diaz, Councilmember Jason De Leon, Councilmember David Salazar, Jr., and Councilmember David White

NAYS: None

ABSENT: None

ABSTAIN: None

Motion to Approve Carried.

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

No Action

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

MOTION: Councilmember David White to Approve an Agreement as Discussed in Executive Session.

SECOND: Councilmember David Salazar, Jr.

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem “Dan” Diaz, Councilmember Jason De Leon, Councilmember David Salazar, Jr., and Councilmember David White

NAYS: None

ABSENT: None

ABSTAIN: None

Motion to Approve Carried.

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

No Action

17. ADJOURNMENT

MOTION: Councilmember David White to Adjourn the meeting.

SECOND: Councilmember David Salazar, Jr.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr. Mayor Pro Tem Daniel “Dan” Diaz, Councilmember Jason De Leon Councilmember David Salazar, Jr. and Councilmember David White

NAYS: None

ABSENT: None

ABSTAIN: None

The motion to Approve carried.

Mayor Ramiro Garza, Jr., Adjourned the meeting.

CITY OF EDINBURG

Ramiro Garza, Jr., Mayor

ATTEST:

Clarice Y. Balderas, City Secretary

City Council Approval: _____



MINUTES OF THE EDINBURG CITY COUNCIL REGULAR MEETING

CITY OF EDINBURG, HIDALGO COUNTY, TEXAS

Location: Edinburg City Hall-Council Chambers

415 West University Dr.

Edinburg, Texas 78541

NOVEMBER 19, 2024

6:00 PM

Mayor Ramiro Garza, Jr. called the meeting to order at 6:00 p.m.

PRESENT:

Ramiro Garza, Jr.	Mayor
Daniel “Dan” Diaz	Mayor Pro Tem
Jason De Leon	Councilmember Place 2
David Salazar, Jr.	Councilmember Place 3
David White	Councilmember Place 4
Myra L. Ayala	City Manager
Clarice Y. Balderas	City Secretary
Josephine Ramirez Solis	City Attorney

1. CALL TO ORDER, ESTABLISH QUORUM

A. Prayer by Dr. David Alexander, First Baptist Church.

B. Pledge of Allegiance by Mayor Ramiro Garza, Jr.

2. CERTIFICATION OF PUBLIC NOTICE

Mayor Ramiro Garza, Jr. verified the City Secretary’s posting of the City Council meeting and its compliance as required by the Texas Open Meetings Act. The notice was posted on November 15, 2024 at 7:30 p.m.

3. DISCLOSURE OF CONFLICT OF INTEREST

City Attorney Josephine Ramirez Solis stated under State Law a conflict of interest exists if a Councilmember or a certain member of that Councilmember’s family has a qualifying financial interest in any agenda item. Members with a conflict of interest cannot participate in the discussion nor vote on that agenda item.

Josephine Ramirez Solis, City Attorney asked Mayor and Councilmembers if there were any known conflict of interest to disclose at that time.

There were no conflict of interests presented.

4. MAYOR'S REPORT

A. National Civic League

Mayor Ramiro Garza, Jr. stated the National Civic League recognized the City of Edinburg as an All-America City for the fourth time in the history of the City of Edinburg and as a follow up, the Mayor was asked to serve on the National Civic League Board. Mayor Ramiro Garza, Jr. thanked the Council, City staff and the Edinburg residents, he said it takes everyone to make such a great City and he feel honored to serve on the National Civic League Board.

5. CITY MANAGER'S REPORT

A. Media and Communications Department

Myra L. Ayala, City Manager stated she was proud to announce that Edinburg's Media and Communication Department has placed the City of Edinburg in the State spotlight. She said they brought home a total of six awards from the Texas Association of Telecommunication Officers and Advisors conference earlier this month in Austin.

Roxanne Lerma, Director of Communications and Media stated her amazing production team produces stellar work and this state recognition reinforces that. Ms. Lerma listed the awards her team was awarded.

Mayor Ramiro Garza, Jr. thanked the Communications and Media Team for all their hard work and dedication.

B. Larry Ayala, Assistant Director of Public Works

Myra L. Ayala, City Manager stated the City of Edinburg has great employees and she would like to recognize Mr. Larry Ayala, Assistant Director of Public Works for his training and quick thinking saved the life a seven month old. She said when a distraught mother ran to his doorstep for help because her baby was not breathing, Mr. Ayala did not hesitate; he calmly performed lifesaving measures to revive the baby until EMS arrived. Ms. Ayala stated Mr. Ayala is very humble and avoids the spotlight his actions remind everyone of what a true hero looks like and on behalf of the City of Edinburg, the Mayor, Council, and the Edinburg Community she thanked Mr. Ayala for his compassion and courageous efforts.

Mayor Pro Tem Daniel "Dan" Diaz stated no matter how much experience or training you have there are people who when it comes time to perform do not do it the right way, they do the best they can and anything is better than nothing, he said the child was lucky that Mr. Ayala was there because it takes a lot to do what Mr. Ayala did. Mayor Pro Tem Diaz stated he was very proud that Mr. Ayala represents the City of Edinburg.

Mr. Larry Ayala, Assistant Director of Public Works thanked the Mayor, Council, and City Staff for the recognition. He stated that with the Lord God at their side is how they managed to pull through this situation. He stated he was very thankful for the training and he encouraged all City staff to take the trainings when they are made available because no one ever knows when it will be needed.

Mayor Ramiro Garza, Jr. thanked Mr. Larry Ayala and stated Mayor Pro Tem Diaz put it perfectly it is an honor that people like Mr. Larry Ayala represent the City.

C. State Highway 68 (SH68) Update

Ms. Myra L. Ayala, City Manager stated Senator Hinojosa is currently coordinating a meeting with TxDOT representatives and stakeholders, the City of Edinburg being included regarding different options for State Highway 68 and to get input from everyone involved. She said she would share the date and time once it has been determined.

Ms. McClaugherty stated the State Hwy 68 that this Council is talking about is the loop that will come from the City of Donna down FM 490 to Hwy 281, she said the Owls attended a meeting in Mission where it was stated that SH68 will be a toll road and she would like that clarified.

Mayor Ramiro Garza, Jr. stated originally it was discussed as a toll road but he does not believe SH 68 will be a toll way.

D. Code of Ordinances Regarding Speed Humps

Ms. Myra L. Ayala, City Manager stated there has been a recent increase of requests for the placements of speed humps within the neighborhoods. Being mindful of the concerns of the community, in response the City will be coordinating a review process of the current criteria currently in place. The review will include an assesment of any potential revisions needed on the application process or the ordinance that is currently in place, to address the increase in request and to ensure a safe and effective way moving thoroughfare.

Mayor Ramiro Garza, Jr. stated due to the increase of traffic in the road way many drivers are using neighborhood streets to get from one point to another. He said that has triggered the increase in speed hump requests and with the current criteria many of the those requests do not qualify.

6. PROCLAMATIONS/RECOGNITIONS

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

Sabrina Walker Hernandez stated this is the third group of students selected for the Mayor's Youth Advisory Council, she stated a notification that the application period was open was sent out to Edinburg Consolidated Independent School District, South Texas Independent School District, Vanguard, and Idea. Ms. Walker stated along with the application, applicants must submit an essay stating what they want the City of Edinburg to consider and look like in 2040. Ms. Walker stated on November 11th the students sat in a zoom interview, Mayor Ramiro Garza, Jr. welcomed the students and they were able to ask some questions. Ms. Walker stated on December 30, 2024 from 10 a.m. to 4 p.m. they will attending a team building retreat.

Miss Jillian Rodriguez, Vanguard Beethoven Academy stated she was honored to be representing the Mayor's Youth Advisory Council. She introduced the members present; Vanguard Beethoven: Karime Leon, Isabella Casas, Yanelly Garcia, Dagoberto Palacios, Jillian Rodriguez; World Scholars STISD: Kaleb Mercado, Alana Albert, and Cora Tomai; UTRGV ECISD Collegiate Daniela Delgado, Daniel Gaytan, and Karina Salinas; Edinburg North High School Jerard Calderon.

Mr. Dagoberto Palacios stated they were thankful to be able to represent the Edinburg youth and they are excited to work together and contribute to the community. He said being able to serve on the Mayor's Youth Advisory Council is a great opportunity for all of them, to express their ideas in the Edinburg 2040 process. Mr. Palacios stated he was overjoyed at how the Mayor's Youth Advisory Council allots the opportunity not only an inside look at how the City works but it also gives them the opportunity to express their desires, engage, and take part in the 2040 process.

Mayor Ramiro Garza, Jr. welcomed all the members of the third Mayor's Youth Advisory Council; he stated their interest is really appreciated and the idea behind this it to get the youth involved. He stated this group is going to be able to see the work from the two previous years finally come to fruition. Mayor Garza stated a lot of youth that have been involved in the first two classes have asked how do they get to the next level and go for what they like in college.

Ms. Sabrina Walker Hernandez stated everyone should mark their calendars for January 10, 2025 for a senior FASFA night at the Dustin Michael Sekula Memorial Library from 5:00 p.m. to 7:00 p.m. by Miss Alfia Bilal.

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

Mr. Salvador A. Robles thanked the Mayor and Council for the recognition, and he thanked his family for all of their support. Mr. Robles stated that he would continue teaching and educating for as long as he could.

Mayor Pro Tem Daniel "Dan" Diaz thanked Mrs. Robles for bringing this recognition up to the Council. He stated Mr. Salvador A. Robles is a man that has been very successful in his line of work and chose to be an Edinburg resident. Mayor Pro Tem Diaz stated when he was first out of the military he worked for Mission Critical Care, a company that was the first Mobile Intensive Care Unit (MICU) in the valley it is literally the kind of treatment you would get in an emergency room in an ambulance. He said the group of paramedics that worked there did amazing things and Mr. Robles trained them all. Mr. Robles was based out of Brownsville but he held classes all across the Rio Grande Valley. Mayor Pro Tem Diaz stated he was working in Mission but he would travel three times a week to Brownsville to take Mr. Robles's classes. He stated some of the best paramedics, many of whom are directors of their own companies took

their classes with Mr. Robles. Mr. Salvador Robles brought that kind of training to the Valley and he could have chosen anywhere in the United States and he chose Edinburg, Texas to live. Mayor Pro Tem Diaz thanked Mr. Robles for all his years of service, he is a Veteran, Police Officer, and an Emergency Medical Technician-Licensed Paramedic.

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

Noelyn Llasos, Children's Bereavement Center Rio Grande Valley thanked the Mayor and Council, she stated at the bereavement center their mission is to provide a compassionate and safe space where young people can process their grief, connect with others who understand their journey and rediscover hope. Ms. Llasos stated both locations offer counseling, support groups and outreach programs to empower children and families as they navigate one of life's most profound challenges. She said the proclamation is more than just words on a piece of paper it is a beacon of support for grieving children and families and reminds every one of the importance of standing together to provide understanding and healing.

- D. Present the Recipient for the Employee of the Month Award for the Month of October 2024. [Belinda Torres, Director of Human Resources/Civil Service]
Belinda Torres, Director of Human Resources/Civil Service presented Erik Martinez, Equipment Operator with the Edinburg Public Works Department as the employee of the month of October.

Vincente Romero, Director of Public Works stated it is not every day that they get to publicly celebrate the people that quietly go above and beyond, but when it comes to someone like Mr. Erik Martinez it is impossible not to notice and appreciate everything that he brings to the table. Mr. Romero stated equipment operators are the heart of public works, he said Mr. Martinez has been an equipment operator for eight years and he is the kind of person you can build a great team around. Taking on challenges with unwavering determination mentoring others or simply showing up every day with a positive attitude. Mr. Romero stated Mr. Erik Martinez represents everything good about Public Works hard work, dedication, family and community. Mr. Romero thanked Mr. Martinez for a well representation of Public Works and the City of Edinburg.

Mr. Erik Martinez thanked the Mayor and Council for the recognition. Mr. Martinez stated he was raised by his grandfather and one day they were driving towards Faysville and his grandfather pulled over to help a vehicle on the side of the road, as they drove off his grandfather told him, "help other because you want to help not out of obligation and God will Bless you." Mr. Martinez he has been blessed with a wonderful wife, children, and a great place to work with bosses that advocate in behalf of their employees.

Mayor Ramiro Garza, Jr. thanked Mr. Erik Martinez for all the great work, for sharing his story and stated Mr. Martinez as many of the men and women that work for the City represent what the City of Edinburg is about. He thanked Mr. Martinez and his family for their support to his dedication and hard work that many times goes unnoticed.

7. PUBLIC COMMENTS

Ronnie Larralde: Mr. Larralde, Executive Director at Edinburg Chamber stated last week they had 92nd Annual Banquet where they recognized some of the local business leaders for the man and woman of the year. He said they had the changing of the guard, appointing Mr. Ruben de Jesus as the new President of the Board and they thanked Ms. Kelly Salazar for her service to the Edinburg Chamber. Mr. Larralde stated they were looking forward for next year's celebration where the Edinburg Chamber of Commerce would be celebrating 100 years. He thanked the Mayor, Council and City staff for supporting the Chamber's mission of economic growth and it cannot be done without the City's organization, the Economic Development Corporation, police, fire and all of the city staff. Mr. Larralde introduced Stacy Sanchez, Edinburg Chamber of Commerce Events Coordinator and Ms. Brittney Sanchez, Edinburg Chamber of Commerce Membership Director.

Fern McClaugherty: Ms. McClaugherty stated people are suffering right now and everything is very expensive. She said some 2025 home values have increased 160%, and it is directly related to the existing and proposed expenditures of the City. Ms. McClaugherty stated the Council is only concerned about encouraging further growth instead of serving the people; she and the people need lower taxes so that they can begin investing in improving their daily lives but they cannot do that if the cost of living keeps increasing every year. Ms. McClaugherty reminded everyone to keep praying for Israel and the hostages.

There were no further Public Comments.

8. ELECTION

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

Mayor Ramiro Garza stated the City did have some Amendments to the City Charter on the elections held on November 05, 2024.

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

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

Undervotes: 4,006
Overvotes: 0

Based on these results Proposition A has been approved.

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

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

Based on these results Proposition B has been approved.

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

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

Based on these results Proposition C has been approved.

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

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

Based on these results Proposition D has been approved.

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

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

Based on these results Proposition E has been approved.

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

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

Based on these results Proposition F has been approved.

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

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

Based on these results Proposition G has been approved.

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

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

Based on these results proposition H has been approved.

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

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

Based on these results Proposition I has been approved.

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

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

Based on these results Proposition J has been approved.

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

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

Based on these results Proposition K has been approved.

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

MOTION: Councilmember Daniel “Dan” Diaz to Approve Ordinance Canvassing the Returns and Declaring the Results of the Special Municipal Election held on November 05, 2024.

SECOND: Councilmember David Salazar, Jr.

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Daniel “Dan” Diaz, Councilmember Jason De Leon, Councilmember David Salazar, Jr., and Councilmember David White

NAYS: None

ABSENT: None

ABSTAIN: None

The motion to Approve carried.

Mayor Ramiro Garza, Jr. stated the official canvassing for the Special Municipal Election held on November 5, 2024, had been completed.

9. PRESENTATION AND REPORT

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

Gerardo Carmona Jr., P.E., Director of Utilities stated the east side of the Owassa Road area was annexed in 2013 and the west side was annexed in 2013/2015. Mr. Carmona stated the intent is to build a lift station to provide first time sewer to the area, he said it would be done in phases. Mr. Carmona stated the only real update is that they are still working on acquiring the property for the liftstation, at the same time they are working with the Public Utility Commission to bring this area into the City's Sewer CCN. He stated the tentative timeline is to complete the property acquisition process by December 2024, start the design process in January to be completed by May 2025, obtain CCN approval from the Public Utility Commission by February 2025, start the procurement process in June 2025 to be complete by July 2025 and the construction would begin in August 2025 to be completed by March 2026. Mr. Carmona stated the time line are subject to change depending on how long it takes to acquire the easements and the property for the liftstation.

Mayor Pro Tem Daniel "Dan" Diaz stated there are many areas that were annexed to the city that were promised services and have not gotten the complete services. He said it has been the objective of the Council to mitigate that, even businesses were annexed and are still on septic tanks. Mayor Pro Tem Diaz stated through the growth there are businesses and neighborhoods that have been ignored and this Council is taking on some of this debt to make sure the people get the services they were promised. .

Mayor Ramiro Garza, Jr. stated during the budget process the departments include some of these forgotten annexed areas as items in their requests, he gave the directive that those items be annotated with the time the area was annexed and as part of the recommendation have the comprehensive plan. Mayor Ramiro Garza, Jr. stated the Public Infrastructure Committee should make this a part of their plan and keep updated at their monthly scheduled meetings, he said that would go a long way. Mayor Ramiro Garza, Jr. stated he would like to see a total and all the areas mapped out, because it is a matter of priorities.

10. PUBLIC HEARINGS

Mayor Ramiro Garza, Jr. declared the hearing open for public comments on items A through C at 7:10 p.m. There being no comments, Mayor Ramiro Garza, Jr. declared the hearing closed at 7:11 p.m.

A. Hold Public Hearing and Consider the Ordinance Providing for the Rezoning Request from Residential, Primary (RP) District to Residential, Urban & Townhome (RU) District, a 0.51 Acre Tract of Land, Being the West 36 Feet of Lot 1, All of Lot 2, and

the East 39 Feet of Lot 3, Block 8, Enfield Estates Subdivision, an Addition to the City of Edinburg, Hidalgo County, Texas, as Per Map Recorded in Volume 4, Page 27, Map Records of Hidalgo County, Texas, Located at 102 Hollywood Street, as Requested by Judith Michelle Benavides & Eliseo Garza Jr. [Jaime Acevedo, Director of Planning & Zoning]

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

SECOND: Councilmember David Salazar, Jr.

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Daniel “Dan” Diaz, Councilmember Jason De Leon, Councilmember David Salazar, Jr., and Councilmember David White

NAYS: None

ABSENT: None

ABSTAIN: None

The motion to Approve carried.

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

MOTION: Councilmember Jason De Leon to Approve the Ordinance Providing for the Rezoning Request from Residential, Primary (RP) District to Commercial, Neighborhood (CN) District, a 0.18 Acre Tract of Land out of Lot 1, Block 8, Enfield Estates Subdivision, an Addition to the City of Edinburg, Hidalgo County, Texas, as Per Map Recorded in Volume 4, Page 27, Map Records of Hidalgo County, Texas, Located at 2201 Tourist Drive, as Requested by Judith Michelle Benavides & Eliseo Garza Jr.

SECOND: Councilmember David Salazar, Jr.

There was discussion. Jaime Acevedo, Director of Planning & Zoning addressed the Council’s questions.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Daniel “Dan” Diaz, Councilmember Jason De Leon, Councilmember David Salazar, Jr., and Councilmember David White

NAYS: None

ABSENT: None

ABSTAIN: None

The motion to Approve carried.

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

MOTION: Councilmember David Salazar, Jr. to Approve t the Ordinance Providing for the Special Use Permit for On-Premise Consumption of Alcoholic Beverages, Edinburg Townsite Subdivision, Lots 7 Through 12, Block 214, Located at 201 North 7th Avenue, as Requested by Raul Correa on Behalf of Edinburg Economic Development Corporation (EEDC).

SECOND: Councilmember Jason De Leon

There was discussion. Myra L. Ayala, City Manager addressed the Council’s questions.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Daniel “Dan” Diaz, Councilmember Jason De Leon, and Councilmember David Salazar, Jr.

NAYS: Councilmember David White

ABSENT: None

ABSTAIN: None

The motion to Approve carried.

11. PETITION

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

MOTION: Mayor Pro Tem Daniel “Dan” Diaz to Approve the Petition Providing for the Voluntary Annexation of 19.354 Acres Out of and Forming a Part of Lots 3 and 4,

Section 247, Texas-Mexican Railway Company's Survey, Recorded in Volume 2, Page 29, Hidalgo County Map Records, Hidalgo County, Texas, Located at 3601 North Cesar Chavez Road, as Requested by Melden & Hunt Inc., on Behalf of Frank G. Herrera and Elizabeth Y. Herrera.

SECOND: Councilmember David Salazar, Jr.

There was discussion. Jaime Acevedo, Director of Planning & Zoning addressed the Council's questions.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Daniel "Dan" Diaz, Councilmember Jason De Leon, Councilmember David Salazar, Jr., and Councilmember David White

NAYS: None

ABSENT: None

ABSTAIN: None

The motion to Approve carried.

12. ORDINANCES

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

MOTION: Councilmember David White to Approve Ordinance Amending the Authorized Strength and Classifications of the City of Edinburg Police Officers.

SECOND: Mayor Pro Tem Daniel "Dan" Diaz

There was discussion. Belinda Torres, Director of Human Resources/Civil Service addressed the Council's questions.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Daniel "Dan" Diaz, Councilmember Jason De Leon, Councilmember David Salazar, Jr., and Councilmember David White

NAYS: None

ABSENT: None

ABSTAIN: None

Motion to Approve Carried.

- B. Consider Ordinance Amending the Code of Ordinances of the City of Edinburg Title XI: Business Regulations, Chapter 110 Alcoholic Beverages, by Amending Section 110.11 Bring Your Own Beverage Establishments, by Adding Subsection (H) Penalty for Violations to Section 110.11. [Josephine Ramirez Solis, City Attorney]**

MOTION: Councilmember David White to Approve Ordinance Amending the Code of Ordinances of the City of Edinburg Title XI: Business Regulations, Chapter 110 Alcoholic Beverages, by Amending Section 110.11 Bring Your Own Beverage Establishments, by Adding Subsection (H) Penalty for Violations to Section 110.11.

SECOND: Councilmember David Salazar, Jr.

Fern McClaugherty would like to explain what the penalty for a violation is.

There was discussion. Josephine Ramirez Solis, City Attorney stated the Council recently approved a BYOB ordinance and the addition of the provision is the enforcement mechanism for that ordinance and the penalty that is allowed or established by the City's code is a \$500 fine as well as a Class C misdemeanor.

There was discussion. Jaime Ayala, Chief of Police addressed the Council's questions.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Daniel "Dan" Diaz, Councilmember Jason De Leon, Councilmember David Salazar, Jr., and Councilmember David White

NAYS: None

ABSENT: None

ABSTAIN: None

Motion to Approve Carried.

13. CONTRACTUALS

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

MOTION: Councilmember David Salazar, Jr. to Approve Authorizing the City Manager to Enter Into Job Task Order No. 1 for Professional Services for Freddy Gonzalez Street Improvements, with GDJ Engineering for an Amount Not to Exceed \$385,847.56 and Execute Any Documents Related Thereto Pursuant to City's Ordinances and Procurement Policies.

SECOND: Mayor Pro Tem Daniel "Dan" Diaz

There was discussion. Mardoqueo Hinojosa, City Engineer addressed the Council's questions.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Daniel “Dan” Diaz, Councilmember Jason De Leon, Councilmember David Salazar, Jr., and Councilmember David White

NAYS: None

ABSENT: None

ABSTAIN: None

Motion to Approve Carried.

14. RESOLUTION

- A. Consider Resolution Authorizing the City Manager to Submit a Grant Application for Faysville Drainage Improvements to the Texas General Land Office Under the Disaster Recovery Reallocation Program (DRRP) Grant and Execute Grant Documents Relating Thereto. [Mardoqueo Hinojosa, P.E., CFM, CPM, City Engineer]**

MOTION: Councilmember David White to Approve Resolution Authorizing the City Manager to Submit a Grant Application for Faysville Drainage Improvements to the Texas General Land Office Under the Disaster Recovery Reallocation Program (DRRP) Grant and Execute Grant Documents Relating Thereto.

SECOND: Councilmember David Salazar, Jr.

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Daniel “Dan” Diaz, Councilmember Jason De Leon, Councilmember David Salazar, Jr., and Councilmember David White

NAYS: None

ABSENT: None

ABSTAIN: None

Motion to Approve Carried.

- B. Consider Resolution Casting the Votes for Candidate(s) to the Hidalgo County Appraisal District's Board of Directors for 2025-2027. [Clarice Y. Balderas, City Secretary]**

MOTION: Councilmember Jason De Leon to Award Richard Garza 180 votes and Albert Cardenas 20 votes for Candidate(s) to the Hidalgo County Appraisal District's Board of Directors for 2025-2027.

SECOND: Councilmember David Salazar, Jr.

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Daniel “Dan” Diaz, Councilmember

Jason De Leon, Councilmember David Salazar, Jr., and Councilmember David White

NAYS: None

ABSENT: None

ABSTAIN: None

Motion to Approve Carried.

15. AWARDING OF BIDS

- A. Consider Authorizing the Purchase of Two (2) Flygt Pumps from Southern Trenchless Solutions, Through the Local Government Purchasing Cooperative (BuyBoard) Contract No. 730-24, in the Amount Not to Exceed \$181,610.00. [Gerardo Carmona Jr., P.E., Director of Utilities]**

MOTION: Councilmember David Salazar, Jr. to Approve Authorizing the Purchase of Two (2) Flygt Pumps from Southern Trenchless Solutions, Through the Local Government Purchasing Cooperative (BuyBoard) Contract No. 730-24, in the Amount Not to Exceed \$181,610.00.

SECOND:

Motion dies for lack of second.

MOTION: Councilmember Jason De Leon to Deny the Purchase of Two (2) Flygt Pumps from Southern Trenchless Solutions, Through the Local Government Purchasing Cooperative (BuyBoard) Contract No. 730-24, in the Amount Not to Exceed \$181,610.00.

SECOND: Councilmember David White

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Daniel “Dan” Diaz, Councilmember Jason De Leon, and Councilmember David White

NAYS: Councilmember David Salazar, Jr.

ABSENT: None

ABSTAIN: None

Motion to Approve Carried.

- B. Consider Authorizing the Purchase of One (1) 2000 Gallon Distributor Truck from Doggett Freightliner of Austin, Texas Through the Texas Local Government Purchasing Cooperative (TIPS) Contract No. 230-802 in the Amount of \$257,108.75. [Vincent A. Romero, CPM, Public Works Director]**

MOTION: Councilmember David White to Approve Authorizing the Purchase of One (1) 2000 Gallon Distributor Truck from Doggett Freightliner of Austin, Texas Through

the Texas Local Government Purchasing Cooperative (TIPS) Contract No. 230-802 in the Amount of \$257,108.75.

SECOND: Councilmember Jason De Leon

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Daniel “Dan” Diaz, Councilmember Jason De Leon, Councilmember David Salazar, Jr., and Councilmember David White

NAYS: None

ABSENT: None

ABSTAIN: None

Motion to Approve Carried.

- C. Consider Authorizing the Purchase of a 2024 480xi-260H Reclaimer/Stabilizer “HOT ROD” from Asphalt Zipper in Through Houston Galveston Area Council (HGAC) Contract No. SM 10-20 in the Amount of \$287,450.00. [Vincent Romero, Director of Public Works]

MOTION: Councilmember David Salazar, Jr. to Approve Authorizing the Purchase of a 2024 480xi-260H Reclaimer/Stabilizer “HOT ROD” from Asphalt Zipper in Through Houston Galveston Area Council (HGAC) Contract No. SM 10-20 in the Amount of \$287,450.00.

SECOND: Mayor Pro Tem Daniel “Dan” Diaz

There was discussion. Vincent Romero, Director of Public Works addressed the Council’s questions.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Daniel “Dan” Diaz, Councilmember Jason De Leon, Councilmember David Salazar, Jr., and Councilmember David White

NAYS: None

ABSENT: None

ABSTAIN: None

Motion to Approve Carried.

- D. Consider Awarding RFP No. 2024-022, Pest Control Services to Last Defense Pest Control, LLC the Highest-Ranking Proposal and Authorize the City Manager to Enter Into a Professional Services Agreement Pursuant to the City’s Ordinances and Procurement Policies. [Tomas D. Reyna, Assistant City Manager]

MOTION: Councilmember David Salazar, Jr. to Approve Awarding RFP No. 2024-

022, Pest Control Services to Last Defense Pest Control, LLC the Highest-Ranking Proposal and Authorize the City Manager to Enter Into a Professional Services Agreement Pursuant to the City's Ordinances and Procurement Policies.

SECOND: Mayor Pro Tem Daniel "Dan" Diaz

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Daniel "Dan" Diaz, Councilmember Jason De Leon, Councilmember David Salazar, Jr., and Councilmember David White

NAYS: None

ABSENT: None

ABSTAIN: None

Motion to Approve Carried.

- E. Consider Authorizing the Expenditure for the Replacement of the Undercarriage Assembly and Track System of the 1050K Dozer, Unit 1152, by Doggett Heavy Machinery of San Juan, TX. in the Amount of \$54,142.14. [Ramiro L. Gomez, Director Solid Waste Management]

MOTION: Councilmember David White to Approve Authorizing the Expenditure for the Replacement of the Undercarriage Assembly and Track System of the 1050K Dozer, Unit 1152, by Doggett Heavy Machinery of San Juan, TX. in the Amount of \$54,142.14.

SECOND: Councilmember Jason De Leon

There was discussion. Ramiro L. Gomez, Director Solid Waste Management addressed the Council's questions.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Daniel "Dan" Diaz, Councilmember Jason De Leon, Councilmember David Salazar, Jr., and Councilmember David White

NAYS: None

ABSENT: None

ABSTAIN: None

Motion to Approve Carried.

- F. Consider Authorizing the Expenditure for the Repair of Commercial Unit 483, by Rush Truck Centers in Pharr, Texas, in the Amount of \$82,131.89. [Ramiro L. Gomez, Director Solid Waste Management]

MOTION: Councilmember David White to Approve Authorizing the Expenditure for

the Repair of Commercial Unit 483, by Rush Truck Centers in Pharr, Texas, in the Amount of \$82,131.89.

SECOND: Mayor Pro Tem Daniel “Dan” Diaz

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Daniel “Dan” Diaz, Councilmember Jason De Leon, Councilmember David Salazar, Jr., and Councilmember David White

NAYS: None

ABSENT: None

ABSTAIN: None

Motion to Approve Carried.

- G. Consider Authorizing the Purchase of Two Traffic Message Boards from Triple-S Steel Supply, LLC dba Alamo Iron Works Through the Local Government Purchasing Cooperative (BuyBoard) in the Amount Not to Exceed \$39,038.24. [Ramiro L. Gomez, Director of Solid Waste Management]**

MOTION: Councilmember David White to Approve Authorizing the Purchase of Two Traffic Message Boards from Triple-S Steel Supply, LLC dba Alamo Iron Works Through the Local Government Purchasing Cooperative (BuyBoard) in the Amount Not to Exceed \$39,038.24.

SECOND: Mayor Pro Tem Daniel “Dan” Diaz

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Daniel “Dan” Diaz, Councilmember Jason De Leon, Councilmember David Salazar, Jr., and Councilmember David White

NAYS: None

ABSENT: None

ABSTAIN: None

Motion to Approve Carried.

- H. Consider Awarding Bid No. 2025-2, Purchase of Four (4) Half-Ton Truck(s) to Sames McAllen Ford of McAllen, Texas in the Amount of \$219,984. [Ramiro L. Gomez, Director of Solid Waste Management]**

MOTION: Councilmember David White to Approve Awarding Bid No. 2025-2, Purchase of Four (4) Half-Ton Truck(s) to Sames McAllen Ford of McAllen, Texas in the Amount of \$219,984.

SECOND: Mayor Pro Tem Daniel “Dan” Diaz

There was discussion. Ramiro L. Gomez, Director of Solid Waste Management addressed the Council’s questions.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Daniel “Dan” Diaz, Councilmember Jason De Leon, Councilmember David Salazar, Jr., and Councilmember David White

NAYS: None

ABSENT: None

ABSTAIN: None

Motion to Approve Carried.

- I.** Consider Authorizing the Expenditure for the Replacement of the Undercarriage Assembly and Track System of the 336FL Excavator, Unit 1147, by Holt Caterpillar of Edinburg, Texas in the Amount of \$44,649.76. [Ramiro L. Gomez, Director Solid Waste Management]

MOTION: Councilmember David White to Approve Authorizing the Expenditure for the Replacement of the Undercarriage Assembly and Track System of the 336FL Excavator, Unit 1147, by Holt Caterpillar of Edinburg, Texas in the Amount of \$44,649.76.

SECOND: Mayor Pro Tem Daniel “Dan” Diaz

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Daniel “Dan” Diaz, Councilmember Jason De Leon, Councilmember David Salazar, Jr., and Councilmember David White

NAYS: None

ABSENT: None

ABSTAIN: None

Motion to Approve Carried.

- J.** Consider Authorizing the Purchase of Commercial Metal Containers from Roll-Offs USA through BuyBoard, and Wastequip, LLC Through Sourcewell, Per Unit Price Listed. [Ramiro L. Gomez, Jr., Director of Solid Waste Management]

MOTION: Councilmember David White to Approve Authorizing the Purchase of Commercial Metal Containers from Roll-Offs USA through BuyBoard, and Wastequip, LLC Through Sourcewell, Per Unit Price Listed.

SECOND: Councilmember David Salazar, Jr.

There was discussion. Ramiro L. Gomez, Jr., Director of Solid Waste Management addressed the Council's questions.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Daniel "Dan" Diaz, Councilmember Jason De Leon, Councilmember David Salazar, Jr., and Councilmember David White

NAYS: None

ABSENT: None

ABSTAIN: None

Motion to Approve Carried.

- K. Consider Authorizing the Purchase of a Law Enforcement Policy Manual and Daily Training Subscription from Lexipol, LLC, Through Sourcewell Contract No. 01822-LXP in the Amount of \$80,773.20. [Jaime Ayala, Chief of Police]**

MOTION: Councilmember David White to Approve Authorizing the Purchase of a Law Enforcement Policy Manual and Daily Training Subscription from Lexipol, LLC, Through Sourcewell Contract No. 01822-LXP in the Amount of \$80,773.20.

SECOND: Mayor Pro Tem Daniel "Dan" Diaz

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Daniel "Dan" Diaz, Councilmember Jason De Leon, Councilmember David Salazar, Jr., and Councilmember David White

NAYS: None

ABSENT: None

ABSTAIN: None

Motion to Approve Carried.

16. APPOINTMENTS

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

MOTION: Councilmember David Salazar, Jr. to Reappoint Terry Canales to Airport Advisory Board of South Texas International Airport of Edinburg.

SECOND: Councilmember Jason De Leon

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Daniel “Dan” Diaz, Councilmember Jason De Leon, Councilmember David Salazar, Jr., and Councilmember David White

NAYS: None

ABSENT: None

ABSTAIN: None

Motion to Approve Carried.

MOTION: Councilmember Jason De Leon to Reappoint Elizabeth Martinez to Community Development Council.

SECOND: Councilmember David Salazar, Jr.

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Daniel “Dan” Diaz, Councilmember Jason De Leon, Councilmember David Salazar, Jr., and Councilmember David White

NAYS: None

ABSENT: None

ABSTAIN: None

Motion to Approve Carried.

MOTION: Mayor Pro Tem Daniel “Dan” Diaz to Reappoint Frankie Joe Salinas, Ruben Vasquez to the Edinburg Little League.

SECOND: Councilmember David Salazar, Jr.

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Daniel “Dan” Diaz, Councilmember Jason De Leon, Councilmember David Salazar, Jr., and Councilmember David White

NAYS: None

ABSENT: None

ABSTAIN: None

Motion to Approve Carried.

MOTION: Mayor Pro Tem Daniel “Dan” Diaz to Appoint Lilia Brown to the Edinburg Public Library Board.

SECOND: Councilmember David Salazar, Jr.

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Daniel “Dan” Diaz, Councilmember Jason De Leon, Councilmember David Salazar, Jr., and Councilmember David White

NAYS: None

ABSENT: None

ABSTAIN: None

Motion to Approve Carried.

MOTION: Councilmember Jason De Leon to Reappoint Gregory A. Vasquez to the Zoning Board of Adjustments.

SECOND: Mayor Pro Tem Daniel “Dan” Diaz

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Daniel “Dan” Diaz, Councilmember Jason De Leon, Councilmember David Salazar, Jr., and Councilmember David White

NAYS: None

ABSENT: None

ABSTAIN: None

Motion to Approve Carried.

17. CONSENT AGENDA

- A. Consider Authorizing the City Manager to Renew an Agreement Between the City of Edinburg and Charles Medical Management dba Drug Testing and More (DTM) for an Additional One-Year Term at the Same Rates, Terms and Conditions, and Execute All Documents Related Thereto. [Belinda Torres, Director of Human Resources/Civil Service]

MOTION: Councilmember David to Approve Authorizing the City Manager to Renew an Agreement Between the City of Edinburg and Charles Medical Management dba Drug Testing and More (DTM) for an Additional One-Year Term at the Same Rates, Terms and Conditions, and Execute All Documents Related Thereto.

SECOND: Mayor Pro Tem Daniel “Dan” Diaz

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Daniel “Dan” Diaz, Councilmember Jason De Leon, Councilmember David Salazar, Jr., and Councilmember David White

NAYS: None

ABSENT: None

ABSTAIN: None

Motion to Approve Carried.

- B. Consider Authorizing the City Manager to Enter into a Waterline Access Agreement with North Alamo Water Supply Corporation to Provide Fire Protection Services to Provence Ridge Subdivision. [Gerardo Carmona Jr, P.E., Director of Utilities]**

MOTION: Councilmember David White to Approve Authorizing the City Manager to Enter into a Waterline Access Agreement with North Alamo Water Supply Corporation to Provide Fire Protection Services to Provence Ridge Subdivision.

SECOND: Mayor Pro Tem Daniel “Dan” Diaz

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Daniel “Dan” Diaz, Councilmember Jason De Leon, Councilmember David Salazar, Jr., and Councilmember David White

NAYS: None

ABSENT: None

ABSTAIN: None

Motion to Approve Carried.

- C. Consider Authorizing the City Manager to Enter Into a Waterline Access Agreement with North Alamo Water Supply Corporation to Provide Fire Protection Services to the Edinburg Service Center. [Gerardo Carmona Jr, P.E., Director of Utilities]**

MOTION: Councilmember David White to Approve Authorizing the City Manager to Enter Into a Waterline Access Agreement with North Alamo Water Supply Corporation to Provide Fire Protection Services to the Edinburg Service Center.

SECOND: Mayor Pro Tem Daniel “Dan” Diaz

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Daniel “Dan” Diaz, Councilmember Jason De Leon, Councilmember David Salazar, Jr., and Councilmember David White

NAYS: None

ABSENT: None

ABSTAIN: None

Motion to Approve Carried.

- D. Consider Authorizing the Disposition of Approximately 88 Cubic Feet (Boxes of Letter Size Records) of Non-Vital City Records in Accordance with City's Records Management Program and the Texas State Library and Archives Commission Local Records Retention Schedules. [Clarice Y. Balderas, City Secretary]**

MOTION: Councilmember David White to Approve Authorizing the Disposition of Approximately 88 Cubic Feet (Boxes of Letter Size Records) of Non-Vital City Records in Accordance with City's Records Management Program and the Texas State Library and Archives Commission Local Records Retention Schedules.

SECOND: Mayor Pro Tem Daniel "Dan" Diaz

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Daniel "Dan" Diaz, Councilmember Jason De Leon, Councilmember David Salazar, Jr., and Councilmember David White

NAYS: None

ABSENT: None

ABSTAIN: None

Motion to Table Carried.

- E. Consider Approving the City Council Minutes for the following: 2024 Regular Meetings: August 20, 2024, and September 03, 2024, and 2024 Special Meetings: July 11, 2024, July 16, 2024, and July 30, 2024. [Clarice Y. Balderas, City Secretary]**

MOTION: Councilmember David White to Approve the City Council Minutes for the following: 2024 Regular Meetings: August 20, 2024, and September 03, 2024, and 2024 Special Meetings: July 11, 2024, July 16, 2024, and July 30, 2024.

SECOND: Mayor Pro Tem Daniel "Dan" Diaz

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Daniel "Dan" Diaz, Councilmember Jason De Leon, Councilmember David Salazar, Jr., and Councilmember David White

NAYS: None

ABSENT: None

ABSTAIN: None

Motion to Approve Carried.

F. Consider Canceling the Tuesday, December 17, 2024 City Council Regular Meeting.
[Clarice Y. Balderas, City Secretary]

MOTION: Councilmember David White to Suspend Roberts Rules of Order.

SECOND: Mayor Pro Tem Daniel “Dan” Diaz

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Daniel “Dan” Diaz, Councilmember Jason De Leon, Councilmember David Salazar, Jr., and Councilmember David White

NAYS: None

ABSENT: None

ABSTAIN: None

Motion to Approve Carried.

No Action

18. OTHER BUSINESS

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

Mayor Ramiro Garza, Jr. stated he would like and update on the Parking Garage.

19. EXECUTIVE SESSION

MOTION: Mayor Pro Tem Daniel “Dan” Diaz to convene into Executive Session.

SECOND: Councilmember David White

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem “Dan” Diaz, Councilmember Jason De Leon, Councilmember David Salazar, Jr., and Councilmember David White

NAYS: None

ABSENT: None

ABSTAIN: None

The motion to Approve carried.

Mayor Ramiro Garza, Jr. convened into Executive Session 7:42 p.m.

OPEN SESSION

MOTION: Councilmember David White to convene into Open Session.

SECOND: Councilmember David Salazar, Jr.

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem “Dan” Diaz, Councilmember Jason De Leon, Councilmember David Salazar, Jr., and Councilmember David White

NAYS: None

ABSENT: None

ABSTAIN: None

Motion to Approve Carried.

Mayor Ramiro Garza, Jr. Reconvened into Open Session at 10:06 p.m. and stated no action was taken in Executive Session.

- A. Consultation with City Attorney. (§551.071. Consultation with Attorney; Closed Meeting)
No Action

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

MOTION: Councilmember David White to Authorize the City Manager and the City Attorney to proceed as discussed in Executive Session.

SECOND: Mayor Pro Tem Daniel “Dan” Diaz

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Daniel “Dan” Diaz, Councilmember Jason De Leon, Councilmember David Salazar, Jr., and Councilmember David White

NAYS: None

ABSENT: None

ABSTAIN: None

Motion to Approve Carried.

- C. Personnel Matters. (§551.071. Personnel Matters; Closed Meeting).
No Action

- D. Deliberation Regarding Economic Development Matters - Project Cave. (§551.087. Economic Development Negotiations; Closed Meeting)
No Action

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

MOTION: Councilmember David Salazar, Jr. to Approve an Agreement as discussed in Executive Session.

SECOND: Councilmember David White

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Daniel “Dan” Diaz, Councilmember Jason De Leon, Councilmember David Salazar, Jr., and Councilmember David White

NAYS: None

ABSENT: None

ABSTAIN: None

Motion to Approve Carried.

20. ADJOURNMENT

MOTION: Councilmember David Salazar, Jr. to Adjourn the meeting.

SECOND: Councilmember Jason De Leon

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr. Mayor Pro Tem Daniel “Dan” Diaz, Councilmember David Salazar, Jr. and Councilmember David White

NAYS: None

ABSENT: Councilmember Jason De Leon

ABSTAIN: None

The motion to Approve carried.

Mayor Ramiro Garza, Jr., Adjourned the meeting at 10:08 p.m.

CITY OF EDINBURG

Ramiro Garza, Jr., Mayor

ATTEST:

Clarice Y. Balderas, City Secretary

City Council Approval: _____



MINUTES OF THE EDINBURG CITY COUNCIL REGULAR MEETING

CITY OF EDINBURG, HIDALGO COUNTY, TEXAS

Location: Edinburg City Hall-Council Chambers

415 West University Dr.

Edinburg, Texas 78541

FEBRUARY 04, 2025

6:00 PM

Mayor Ramiro Garza, Jr. called the meeting to order at 6:00 p.m.

PRESENT:

Ramiro Garza, Jr.	Mayor
Jason De Leon	Mayor Pro Tem
Daniel "Dan" Diaz	Councilmember Place 1
David Salazar, Jr.	Councilmember Place 3
David White	Councilmember Place 4
Myra L. Ayala	City Manager
Clarice Y. Balderas	City Secretary
Josephine Ramirez Solis	City Attorney

1. CALL TO ORDER, ESTABLISH QUORUM

A. Prayer by Pastor Dr. David Alexander, First Baptist Church Edinburg.

B. Pledge of Allegiance by Mayor Ramiro Garza, Jr.

2. CERTIFICATION OF PUBLIC NOTICE

Mayor Ramiro Garza, Jr. verified the City Secretary's posting of the City Council meeting and its compliance as required by the Texas Open Meetings Act. The notice was posted on January 31, 2025 at 6:20 p.m.

3. DISCLOSURE OF CONFLICT OF INTEREST

City Attorney Josephine Ramirez Solis stated under State Law a conflict of interest exists if a Councilmember or a certain member of that Councilmember's family has a qualifying financial interest in any agenda item. Members with a conflict of interest cannot participate in the discussion nor vote on that agenda item.

Josephine Ramirez Solis, City Attorney asked Mayor and Councilmembers if there were any known conflict of interest to disclose at that time.

There were no conflict of interests presented.

4. MAYOR'S REPORT

- A. World Cancer Day: Mayor Ramrio Garza stated Awareness and early detection is very important, would like the public to know that there are many resources out there and it is important to get check-ups.

5. PROCLAMATIONS/RECOGNITIONS

- A. Presentation of Proclamation Recognizing the Month of February 2025 as American Heart Month as Requested by South Texas Health System Heart. [Clarice Y. Balderas, City Secretary]

Clarice Y. Balderas, City Secretary read the proclamation aloud.

Thomas Castaneda, South Texas Health System Heart was present to receive the proclamation; he thanked the Mayor and Council for the recognition. He encouraged everyone to take time every February to get your heart checked out for any issues.

- B. Presentation of Proclamation Recognizing the Edinburg Crime Stoppers as Requested by the Edinburg Crime Stoppers. [Clarice Y. Balderas, City Secretary]

Clarice Y. Balderas, City Secretary read the proclamation aloud.

Johnny Hernandez, Edinburg Crime Stoppers thanked the Mayor and Council for the recognition, he thanked the Edinburg Crime Stoppers Team for their relentless pursuit of justice and their passion for making a difference. Mr. Hernandez thanked the Edinburg Police Officer and Police Chief Jaime Ayala for their partnership, trust, and support; he thanked the citizens of Edinburg for their vigilance and their willingness to standup against crime.

Mayor Ramiro Garza, Jr. thanked the Edinburg Crimes Stoppers for always being involved in the community and always lending a helping hand in City events.

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

Clarice Y. Balderas, City Secretary read the proclamation aloud.

Oscar L. Treviño thanked the City of Edinburg for employing and treating him good for the last 37 years, he said he will miss it, but right now, he is enjoying spending time with his grandchildren. Mr. Treviño stated the City of Edinburg is not just a great place to live but also a great place to work.

Mayor Ramiro Garza, Jr. thanked Mr. Oscar Treviño and his family for the many years of service.

- D. Presentation of Proclamation Recognizing February 16-22, 2025 as Engineers Week as Requested by the City of Edinburg Engineering Department. [Clarice Y. Balderas, City

Secretary]

Clarice Y. Balderas, City Secretary read the proclamation aloud.

Peter Hermida, Representative with the American Society of Civil Engineering Local Chapter thanked the Mayor and Council for the recognition and for celebrating Engineering Week. Mr. Hermida acknowledged fellow engineers, students, and future professionals who will continue to push boundaries and drive progress. He said together they build solutions that make the world safer, more efficient, and more sustainable.

6. PUBLIC COMMENTS

Fern McClaugherty: Ms. McClaugherty asked why she should vote in 2025 when this Council lowered tax rates but then increased the water rates; she said the City gives their staff a 3% pay increase when inflation is up 18.5%. Ms. McClaugherty reminded the Council of transparency regarding the taxpayer's money.

Bill Carlson: Mr. Bill Carlson presented the City of Edinburg a thank you plaque for supporting the Friends of Ebony Hills Golf Night Tournament, and updated the Council of all the improvements to the Ebony Hills Golf Course since 2022 when the five-year plan was established.

Keely Lewis: Keely Lewis, Palm Valley Animal Society thanked the Mayor and Council for the continued support and would sincerely hope that the City of Edinburg will be part of their plan to fully build out the Andrews Center to reduce the risk of contagious diseases among the animals and to house the animals more humanely through every season.

Bobby Jasso: Mr. Jasso stated he is in support of the plan of championing the art of cultural and entertainment that Dr. Garza is trying to resonate to the space at 214 W. Freddy Gonzalez Dr.

Obed Montoya: Mr. Montoya was present to remind everyone there is no I in team and as a team the City will make it through this hard time and with the support of this team that is the City of Edinburg the Mayor will overcome cancer.

There were no further Public Comments.

7. PRESENTATIONS AND REPORTS

A. Presentation by Palm Valley Animal Society (PVAS). [Jesus R. Saenz, Assistant City Manager]

Jesus R. Saenz, Assistant City Manager stated he and Myra L. Ayala, City Manager met with representatives from Palm Valley Animal Society to discuss some initiatives they are working on, specifically an expansion of the facility. He said they asked Palm Valley Animal Society to prepare a presentation of what they are doing operationally and what they are proposing in the near future to present to the Council.

Suzette Cruz, Executive Director of Palm Valley Animal Society presented their plan to expand and consolidate into one location and is seeking the support of the City of Edinburg.

Councilmember David White stated the law currently requires that all animals that are adopted be spayed or neutered, what is the percentage of that happening. He stated spaying and neutering is key and it must be enforced, and the Edinburg Police Department should help enforce this.

Ms. Suzette Cruz stated they currently do not have a full time veterinarian so they rely on relief veterinarians, she stated they have been trying to recruit a veterinarian for three years and it has been challenging because there is a lack of veterinarians in this area. She stated currently they use the relief veterinarians or they refer the adoptee to local veterinarians and Palm Valley covers the cost.

Mayor Pro Tem Jason De Leon asked if the funds from the sale of the current facility would go towards the \$6 million needed to fund the new facility. He stated it is getting more expensive every year and more money is spent on caring for these animals than on human health care like ambulance services and that is concerning, so what is being done to limit or bring down the number of intake or decrease the cost.

Ms. Suzette Cruz stated with the consolidation of the two facilities the costs should go down because they will not have to manage two facilities especially the one facility that is constant need of maintenance.

Councilmember Daniel "Dan" Diaz stated one of the legislative priorities is to get more people qualified to spay and neuter. He said in the medical field you have medics that can do nursing tasks, NPs that can do doctor's tasks and it lowers the costs. Councilmember Diaz stated fining people is not the answer but help with the spaying and neutering and to have a true change in the legislation where there can be a lot of spay and neuter clinics.

Byron Lewis stated most of the veterinarians in Texas are graduates from Texas A&M, they have a lot of political influence and they are opposed for any improvements on someone other than a veterinarian be able to spay and neuter animals. He stated about 20 years ago, there was a saline injection for males that was 92% effective and it cost fifty cents, but the veterinary community will not have it. Is it because they make \$295.00 closer to \$500 to perform the procedure themselves. Mr. Lewis stated that they must understand that their services will still be utilized in other ways the people will continue to support them but they need to let there be options or the people will have to push for this injection.

Fern McClaugherty asked if the contribution being requested from the City be a onetime thing or a yearly contribution. She stated just as a doctor's office has a PA the same needs to be done at a veterinary clinic. Ms. McClaugherty stated education is very important, and the people need to be educated on the importance of spaying and

neutering, and the health benefits this provides for their pets.

Mayor Ramiro Garza, Jr. thanked Ms. Cruz for the presentation and Palm Valley for all they do, but it is a community effort and everyone must play their role. He directed City Management to meet with Palm Valley Animal Society in the upcoming weeks to come up with a plan and a timeline.

Councilmember David White directed City Management to reach out to the City of Brownsville on how they are operating their animal shelter, which includes a veterinarian, and their SOPs. He stated the facility is being fully run by the City of Brownsville.

The presentation will be part of the minutes.

8. PUBLIC HEARING

- A. Hold Public Hearing and Consider the Ordinances Providing for the Comprehensive Plan Amendment From Auto-Urban Uses To Neighborhood Commercial Uses and the Rezoning Request from Residential, Suburban (RS) District To Commercial, Neighborhood (CN) District, a Tract of Land Out of Lot 5, Section 274, Texas-Mexican Railway Company's Survey, Hidalgo County, Texas, as Per Map or Plat Thereof Recorded In Volume 24, Page 168, Deed Records, Hidalgo County, Texas, Located at 2217 West Freddy Gonzalez Drive, as Requested by Charles Brown on Behalf of Dr. Sylvia Sanchez Garza. [Jaime Acevedo, Director of Planning & Zoning]**

Mayor Ramiro Garza, Jr. declared the hearing open for public comments at 7:18 p.m.

Dr. Sylvia Garza stated she was present because she is an advocate for literacy and education and there is always room for improvement for literacy and the arts. She said she would like Edinburg to have a place where creatives could gather, a place where they can be inspired to write and display their work. Dr. Garza stated this property is the perfect big open place. If approved this place would be open to the entire community, they could have workshops for young children who aspire to write, poetry readings, other events like that. She asked the Mayor and Council to consider all of this because the Rio Grande Valley has so much talent especially here in a university city with many students who need a homey place where they feel comfortable and welcomed.

Richard A. Garza thanked Mayor Ramiro Garza, Jr. for all he has done for not only the City but also the entire region. He stated Mayor Garza is a faithful, Christian man who will overcome these difficult times. Mr. Garza stated his wife is requesting a rezoning from single family to commercial for property of Freddy Gonzalez Dr., he stated most of the surrounding property are commercial. He asked the Mayor and Council to consider this rezoning.

There being further comments, Mayor Ramiro Garza, Jr. declared the hearing closed at

7:30 p.m.

MOTION: Councilmember David Salazar, Jr. to Approve the Ordinances Providing for the Comprehensive Plan Amendment From Auto-Urban Uses To Neighborhood Commercial Uses and the Rezoning Request from Residential, Suburban (RS) District To Commercial, Neighborhood (CN) District, a Tract of Land Out of Lot 5, Section 274, Texas-Mexican Railway Company's Survey, Hidalgo County, Texas, as Per Map or Plat Thereof Recorded In Volume 24, Page 168, Deed Records, Hidalgo County, Texas, Located at 2217 West Freddy Gonzalez Drive, as Requested by Charles Brown on Behalf of Dr. Sylvia Sanchez Garza.

SECOND: Councilmember Daniel "Dan" Diaz

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Jason De Leon, Councilmember Daniel "Dan" Diaz, Councilmember David Salazar, Jr., and Councilmember David White

NAYS: None

ABSENT: None

ABSTAIN: None

The motion to Approve carried.

9. ORDINANCE

- A. Consider Ordinance Providing for a Temporary Special Use Permit for a Special Event, "56th Annual Fiesta Edinburg Event & Parade" to be Held from Thursday, February 27, 2025, to Sunday, March 2, 2025, at Bert Ogden Arena, Being Lot 1, Edinburg Arena Subdivision, Located at 4900 South I 69 C, as Requested by Edinburg Chamber of Commerce. [Jaime Acevedo, Director of Planning & Zoning]

MOTION: Councilmember Daniel "Dan" Diaz to Approve Ordinance Providing for a Temporary Special Use Permit for a Special Event, "56th Annual Fiesta Edinburg Event & Parade" to be Held from Thursday, February 27, 2025, to Sunday, March 2, 2025, at Bert Ogden Arena, Being Lot 1, Edinburg Arena Subdivision, Located at 4900 South I 69 C, as Requested by Edinburg Chamber of Commerce.

SECOND: Mayor Pro Tem Jason De Leon

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Jason De Leon, Councilmember Daniel "Dan" Diaz, Councilmember David Salazar, Jr., and Councilmember David White

NAYS: None
ABSENT: None
ABSTAIN: None
The motion to Approve carried.

10. AWARDING OF BIDS

- A. Consider Awarding RFP No. 2025-01, Landfill Perimeter Drainage Improvements to Longhorn Excavators, Inc. of Richmond, Texas and Authorize City Manager to Enter Into Agreements Relating Thereto. [Ramiro L. Gomez, Director of Solid Waste Management]

MOTION: Councilmember Daniel “Dan” Diaz to Approve Awarding RFP No. 2025-01, Landfill Perimeter Drainage Improvements to Longhorn Excavators, Inc. of Richmond, Texas and Authorize City Manager to Enter Into Agreements Relating Thereto.

SECOND: Councilmember David Salazar, Jr.

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Jason De Leon, Councilmember Daniel “Dan” Diaz, Councilmember David Salazar, Jr., and Councilmember David White

NAYS: None

ABSENT:

ABSTAIN: None

Motion to Approve Carried.

- B. Consider Awarding RFQ No. 2025-002, Downtown Parking Garage Design-Build Services to One or More Qualified Firms Listed and Authorize the City Manager or a Designated Appointee to Solicit Proposals from the Selected Firms. [Mardoqueo Hinojosa, P.E., CFM, City Engineer]

MOTION: Councilmember David White to Deny Awarding RFQ No. 2025-002, Downtown Parking Garage Design-Build Services to One or More Qualified Firms Listed and Authorize the City Manager or a Designated Appointee to Solicit Proposals from the Selected Firms.

SECOND: Mayor Pro Tem Jason De Leon

There was discussion. Myra L. Ayala, City Manager addressed the Council’s questions.

Mayor Pro Tem Jason De Leon stated he is not opposed to parking garage he is opposed to the location, he said that property should be left for the courthouse to grow and the money the City has allocated should be used to purchase other properties in the area and use for parking. Mayor Pro Tem De Leon stated the public saw a rendering of what this was supposed to look like and with inflation the money allocated for this is not for the

beautiful design they saw.

Councilmember David White stated he was opposed the parking garage for the lack of transparency it started as a three story structure with businesses on the first floor, at about \$12 million, after many discussions in Executive Session and not out in the open, now the funding and façade was changed and it is wrong, and he would like for it to be brought back and discuss what has been talked about in Executive Session.

Mayor Ramiro Garza, Jr. stated there were bonds issued in 2021, so there is a responsibility to do something with it. He said he concurs with Mayor Pro Tem De Leon in terms of what had originally been put out there but the City does not have the funds for what was designed and they must stay within the budget. He stated that the method that staff has been proposing may be a way to get there, if this proceeds they have a whole team of designers and engineers that will redesign this and they will have to work with the budget that is in place. Mayor Ramiro Garza, Jr. stated this item is just to qualify them; this will not start a contract with anyone.

Councilmember Daniel “Dan” Diaz stated all the downtown businesses have been told that there will be enough parking for their businesses, he said yes, there has been talk in Executive Session but this has been out in the open for many years. He stated the design came over budget and it was never planned to be that big, now the courthouse, the businesses and the future businesses are all expecting to have a parking garage close by. He stated one parking garage will not be enough and eventually this will have to be planned correctly. Councilmember Diaz stated this Council is trying to design this within the budget, and give the people what has been talked about for years.

Carlos Del Angel, Brownstone Consultants stated the statue for design build is laid out as a two-step process. He stated five firms submitted qualifications those were ranked and during the process the City can shortlist the firms to then move on to step two which is to submit proposals. Then the City can request pricing elements, their general conditions, and fees. The City can request interviews with all the designers and the contractors to get the clarification you need and to align the design and construction with the City’s budget.

Fern McClaugherty stated originally, the garage was going to include shops, no need for them. She stated the parking garage is for the courthouse, she said women with their high heels are not going to walk to the Citrus and there are really no shops for people to shop. Ms. McClaugherty stated the county has five different parking areas locked with a security guard allowing access. Those parking lots are not for the citizens and neither is the parking garage. She stated the people are not going to park at the parking garage.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Pro Tem Jason De Leon, and Councilmember David White

NAYS: Mayor Ramiro Garza, Jr., Councilmember Daniel “Dan” Diaz, Councilmember David Salazar, Jr.

ABSENT: None

ABSTAIN: None

Motion to Deny Does Not Carry

MOTION: Councilmember David Salazar, Jr. to Approve Awarding RFQ No. 2025-002, Downtown Parking Garage Design-Build Services to One or More Qualified Firms Listed and Authorize the City Manager or a Designated Appointee to Solicit Proposals from the Selected Firms.

SECOND: Councilmember Daniel “Dan” Diaz

There was discussion. Myra L. Ayala addressed the Council’s questions.

Councilmember David White asked that at the next meeting they be transparent to the public about what just transpired.

Councilmember David Salazar, Jr. stated the City is just so far in on this project, it is not going to cost the City more to allow the contractors to submit their proposals and if does not make sense then it does not make sense but at least then all five of them can be presented to the public.

Mayor Pro Tem Jason De Leon stated on the developer’s side if the project does not go through, it does cost them money to submit a bid.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr., Councilmember Daniel “Dan” Diaz, and Councilmember David Salazar, Jr.

NAYS: None Mayor Pro Tem Jason De Leon, and Councilmember David White

ABSENT:

ABSTAIN: None

Motion to Approve Carried.

11. RESOLUTION

- A.** Consider Resolution Authorizing the City Manager to Submit a Grant Application to the Office of the Governor Under the Fiscal Year 2026 State and Local Cybersecurity Grant Program – Mitigation Projects and to Execute all Grant Documents Relating Thereto. [Daniel Vera, Director of Information Technology]

MOTION: Councilmember David White to Approve Resolution Authorizing the City Manager to Submit a Grant Application to the Office of the Governor Under the Fiscal Year 2026 State and Local Cybersecurity Grant Program – Mitigation Projects and to Execute all Grant Documents Relating Thereto.

SECOND: Councilmember David Salazar, Jr.

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Jason De Leon, Councilmember Daniel “Dan” Diaz, Councilmember David Salazar, Jr., and Councilmember David White

NAYS: None

ABSENT:

ABSTAIN: None

Motion to Approve Carried.

12. CONENT AGENDA

- A. Consider Approval of the Edinburg Economic Development Corporation Board of Directors Sponsorship of "Fiesta Edinburg" Music Festival in the Amount of \$20,000 as Requested by the Edinburg Chamber of Commerce. [Raudel Garza, EEDC Executive Director]**

MOTION: Mayor Pro Tem Jason De Leon to Approve the Edinburg Economic Development Corporation Board of Directors Sponsorship of "Fiesta Edinburg" Music Festival in the Amount of \$20,000 as Requested by the Edinburg Chamber of Commerce.

SECOND: Councilmember David Salazar, Jr.

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Jason De Leon, Councilmember Daniel “Dan” Diaz, Councilmember David Salazar, Jr., and Councilmember David White

NAYS: None

ABSENT: None

ABSTAIN: None

Motion to Approve Carried.

- B. Consider Approval of the Fiscal Year 2024-2025 Staffing Services Agreement Between the City of Edinburg and Edinburg Economic Development Corporation. [Raudel Garza, Edinburg EDC Executive Director]**

MOTION: Mayor Pro Tem Jason De Leon to Approve the Fiscal Year 2024-2025 Staffing Services Agreement Between the City of Edinburg and Edinburg Economic Development Corporation.

SECOND: Councilmember David Salazar, Jr.

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Jason De Leon, Councilmember Daniel “Dan” Diaz, Councilmember David Salazar, Jr., and Councilmember David White

NAYS: None

ABSENT: None

ABSTAIN: None

Motion to Approve Carried.

- C. Consider Authorizing the City Manager to Enter into a Memorandum of Understanding (MOU) Between the United States Department of Agriculture (USDA) Animal and Plant Health Inspection Service (APHIS) Plant Protection and Quarantine (PPQ) Moore Air Base and the City of Edinburg. [Jaime Ayala, Chief of Police]

MOTION: Mayor Pro Tem Jason De Leon to Approve Authorizing the City Manager to Enter into a Memorandum of Understanding (MOU) Between the United States Department of Agriculture (USDA) Animal and Plant Health Inspection Service (APHIS) Plant Protection and Quarantine (PPQ) Moore Air Base and the City of Edinburg.

SECOND: Councilmember David Salazar, Jr.

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Jason De Leon, Councilmember Daniel “Dan” Diaz, Councilmember David Salazar, Jr., and Councilmember David White

NAYS: None

ABSENT: None

ABSTAIN: None

Motion to Approve Carried.

- D. Consider Resolution Ratifying the City Manager’s Submission of a Grant Application to the Office of The Governor for the Fiscal Year 2024 Operation Stonegarden Grant (OPSG) Program and Execute Documents Related Thereto. [Jaime Ayala, Chief of Police]

MOTION: Mayor Pro Tem Jason De Leon to Approve Resolution Ratifying the City Manager’s Submission of a Grant Application to the Office of The Governor for the Fiscal Year 2024 Operation Stonegarden Grant (OPSG) Program and Execute Documents Related Thereto.

SECOND: Councilmember David Salazar, Jr.

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Jason De Leon, Councilmember Daniel “Dan” Diaz, Councilmember David Salazar, Jr., and Councilmember David White

NAYS: None

ABSENT: None

ABSTAIN: None

Motion to Approve Carried.

- E. Consider Resolution Authorizing the City Manager to Submit a Grant Application to the Office of the Governor Under the Fiscal Year 2026 Criminal Justice Grant Program, and Execute Grant Documents Relating Thereto. [Jaime Ayala, Chief of Police]

MOTION: Mayor Pro Tem Jason De Leon to Approve Resolution Authorizing the City Manager to Submit a Grant Application to the Office of the Governor Under the Fiscal Year 2026 Criminal Justice Grant Program, and Execute Grant Documents Relating Thereto.

SECOND: Councilmember David Salazar, Jr.

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Jason De Leon, Councilmember Daniel “Dan” Diaz, Councilmember David Salazar, Jr., and Councilmember David White

NAYS: None

ABSENT: None

ABSTAIN: None

Motion to Approve Carried.

- F. Consider Resolution Authorizing the City Manager to Submit a Grant Application to the Office of the Governor Under the Fiscal Year 2026 Project Safe Neighborhoods Grant Program and Execute Grant Documents Relating Thereto. [Jaime Ayala, Chief of Police]

MOTION: Mayor Pro Tem Jason De Leon to Approve Resolution Authorizing the City Manager to Submit a Grant Application to the Office of the Governor Under the Fiscal Year 2026 Project Safe Neighborhoods Grant Program and Execute Grant Documents Relating Thereto.

SECOND: Councilmember David Salazar, Jr.

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Jason De Leon, Councilmember Daniel “Dan” Diaz, Councilmember David Salazar, Jr., and Councilmember David White

NAYS: None

ABSENT: None

ABSTAIN: None

Motion to Approve Carried.

- G. Consider Resolution Authorizing the City Manager to Submit a Grant Application to the Office of the Governor Under the Fiscal Year 2026 General Victim Assistance Grant Program and to Execute Grant Documents Relating Thereto. [Jaime Ayala, Chief of Police]**

MOTION: Mayor Pro Tem Jason De Leon to Approve Resolution Authorizing the City Manager to Submit a Grant Application to the Office of the Governor Under the Fiscal Year 2026 General Victim Assistance Grant Program and to Execute Grant Documents Relating Thereto.

SECOND: Councilmember David Salazar, Jr.

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Jason De Leon, Councilmember Daniel “Dan” Diaz, Councilmember David Salazar, Jr., and Councilmember David White

NAYS: None

ABSENT: None

ABSTAIN: None

Motion to Approve Carried.

- H. Consider Resolution Authorizing the City Manager to Submit a Grant Application to the Office of the Governor Under the Fiscal Year 2026 State Homeland Security Program – Law Enforcement Terrorism Prevention Activities Projects (SHSP-L), and Execute Grant Documents Relating Thereto. [Jaime Ayala, Chief of Police]**

MOTION: Mayor Pro Tem Jason De Leon to Approve Resolution Authorizing the City Manager to Submit a Grant Application to the Office of the Governor Under the Fiscal Year 2026 State Homeland Security Program – Law Enforcement Terrorism Prevention Activities Projects (SHSP-L), and Execute Grant Documents Relating Thereto.

SECOND: Councilmember David Salazar, Jr.

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Jason De Leon, Councilmember Daniel “Dan” Diaz, Councilmember David Salazar, Jr., and Councilmember David White

NAYS: None

ABSENT: None

ABSTAIN: None

Motion to Approve Carried.

- I. Consider Resolution Authorizing the City Manager to Submit a Grant Application to the Office of the Governor Under the Fiscal Year 2026 Violence Against Women Justice and Training Program Grant and to Execute Grant Documents Relating Thereto. [Jaime Ayala, Chief of Police]**

MOTION: Mayor Pro Tem Jason De Leon to Approve Resolution Authorizing the City Manager to Submit a Grant Application to the Office of the Governor Under the Fiscal Year 2026 Violence Against Women Justice and Training Program Grant and to Execute Grant Documents Relating Thereto.

SECOND: Councilmember David Salazar, Jr.

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Jason De Leon, Councilmember Daniel “Dan” Diaz, Councilmember David Salazar, Jr., and Councilmember David White

NAYS: None

ABSENT: None

ABSTAIN: None

Motion to Approve Carried.

- J. Consider Resolution Authorizing the City Manager to Submit a Grant Application to the Office of the Governor Under the Fiscal Year 2025 State Homeland Security Program – Regular Projects Grant and Execute Grant Documents Relating Thereto. [Omar Garza, Fire Chief]**

MOTION: Mayor Pro Tem Jason De Leon to Approve Resolution Authorizing the City Manager to Submit a Grant Application to the Office of the Governor Under the Fiscal Year 2025 State Homeland Security Program – Regular Projects Grant and Execute Grant Documents Relating Thereto.

SECOND: Councilmember David Salazar, Jr.

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Jason De Leon, Councilmember Daniel “Dan” Diaz, Councilmember David Salazar, Jr., and Councilmember David White

NAYS: None

ABSENT: None

ABSTAIN: None

Motion to Approve Carried.

- K.** Consider Authorizing the City Manager to Enter Into a Job Task Order No. 1 with Alvarado Architects & Associates, Inc. Based on RFQ 2024-08 for Architectural Services for Airport Terminal Improvements Not to Exceed \$40,000.00 and Execute Any Documents Related Thereto Pursuant to City of Edinburg Ordinances and Procurement Policies. [Eddie Velarde, Director of Aviation]

MOTION: Mayor Pro Tem Jason De Leon to Approve Authorizing the City Manager to Enter Into a Job Task Order No. 1 with Alvarado Architects & Associates, Inc. Based on RFQ 2024-08 for Architectural Services for Airport Terminal Improvements Not to Exceed \$40,000.00 and Execute Any Documents Related Thereto Pursuant to City of Edinburg Ordinances and Procurement Policies.

SECOND: Councilmember David Salazar, Jr.

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Jason De Leon, Councilmember Daniel “Dan” Diaz, Councilmember David Salazar, Jr., and Councilmember David White

NAYS: None

ABSENT: None

ABSTAIN: None

Motion to Approve Carried.

- L.** Consider Resolution Authorizing the City Manager to Submit a Planning Grant Application to the Rio Grande Valley Metropolitan Planning Organization for the Fiscal Year 2024-2025 Unified Planning Work Program – Task 5 Grant and Execute Grant Documents Relating Thereto. [Mardoqueo Hinojosa, P.E., CFM, CPM, City Engineer]

MOTION: Mayor Pro Tem Jason De Leon to Approve Resolution Authorizing the City Manager to Submit a Planning Grant Application to the Rio Grande Valley Metropolitan Planning Organization for the Fiscal Year 2024-2025 Unified Planning Work Program – Task 5 Grant and Execute Grant Documents Relating Thereto.

SECOND: Councilmember David Salazar, Jr.

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Jason De Leon, Councilmember Daniel “Dan” Diaz, Councilmember David Salazar, Jr., and Councilmember David White

NAYS: None

ABSENT: None

ABSTAIN: None

Motion to Approve Carried.

- M. Consider Authorizing the City Manager to Enter Into an Agreement with Southern Trenchless Solutions for the Manhole Rehab Project Through the Local Government Purchasing Cooperative (BuyBoard), Contract No. 730-24, in the Amount Not to Exceed \$79,094.00. [Gerardo Carmona Jr., P.E., Director of Utilities]**

MOTION: Mayor Pro Tem Jason De Leon to Approve Authorizing the City Manager to Enter Into an Agreement with Southern Trenchless Solutions for the Manhole Rehab Project Through the Local Government Purchasing Cooperative (BuyBoard), Contract No. 730-24, in the Amount Not to Exceed \$79,094.00.

SECOND: Councilmember David Salazar, Jr.

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Jason De Leon, Councilmember Daniel “Dan” Diaz, Councilmember David Salazar, Jr., and Councilmember David White

NAYS: None

ABSENT: None

ABSTAIN: None

Motion to Approve Carried.

- N. Consider Resolution Implementing an Amnesty Program to Waive Fine and Court Cost for Failure to Appear (FTA) and Violate Promise to Appear (VPTA) Violations for the Time Period of February 17, 2025 Through March 31, 2025. [Maribel Velasquez, Court Administrator]**

MOTION: Mayor Pro Tem Jason De Leon to Approve Resolution Implementing an Amnesty Program to Waive Fine and Court Cost for Failure to Appear (FTA) and Violate Promise to Appear (VPTA) Violations for the Time Period of February 17, 2025 Through March 31, 2025.

SECOND: Councilmember David Salazar, Jr.

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Jason De Leon, Councilmember Daniel “Dan” Diaz, Councilmember David Salazar, Jr., and Councilmember David White

NAYS: None

ABSENT: None

ABSTAIN: None

Motion to Approve Carried.

- O. Consider Approving the City Council Minutes for the following: 2024 Regular Meetings: September 17, 2024, October 01, 2024, and October 15, 2024 [Clarice Y. Balderas, City Secretary]**

MOTION: Mayor Pro Tem Jason De Leon to Approve the City Council Minutes for the following: 2024 Regular Meetings: September 17, 2024, October 01, 2024, and October 15, 2024.

SECOND: Councilmember David Salazar, Jr.

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Jason De Leon, Councilmember Daniel “Dan” Diaz, Councilmember David Salazar, Jr., and Councilmember David White

NAYS: None

ABSENT: None

ABSTAIN: None

Motion to Approve Carried.

13. OTHER BUSINESS

- A. Consider Canceling or Rescheduling the Tuesday, February 18, 2025 Regular City Council Meeting. [Clarice Y. Balderas, City Secretary]**

MOTION: Councilmember David White to Suspend Roberts Rule of Order.

SECOND: Mayor Pro Tem Jason De Leon

There was discussion. Myra L. Ayala addressed the Council’s questions.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Jason De Leon, Councilmember Daniel

“Dan” Diaz, Councilmember David Salazar, Jr., and Councilmember David White

NAYS: None

ABSENT: None

ABSTAIN: None

Motion to Approve Carried.

MOTION: Councilmember David White to Approve Canceling the Tuesday, February 18, 2025 Regular City Council Meeting.

SECOND: Councilmember David Salazar, Jr.

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Jason De Leon, Councilmember Daniel “Dan” Diaz, Councilmember David Salazar, Jr., and Councilmember David White

NAYS: None

ABSENT: None

ABSTAIN: None

Motion to Approve Carried.

- B. Future Items Requested by City Council.** [Myra L. Ayala, City Manager]
Councilmember David White he had requested an item for an update on State Hwy 68, at every meeting.

14. EXECUTIVE SESSION

MOTION: Councilmember David White to convene into Executive Session.

SECOND: Councilmember David Salazar, Jr.

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Jason De Leon, Councilmember Daniel “Dan” Diaz, Councilmember David Salazar, Jr., and Councilmember David White

NAYS: None

ABSENT: None

ABSTAIN: None

The motion to Approve carried.

Mayor Ramiro Garza, Jr. convened into Executive Session 8:04 p.m.

OPEN SESSION

MOTION: Councilmember David Salazar, Jr. to convene into Open Session.

SECOND: Mayor Pro Tem Jason De Leon

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Jason De Leon, Councilmember Daniel “Dan” Diaz, Councilmember David Salazar, Jr., and Councilmember David White

NAYS: None

ABSENT: None

ABSTAIN: None

Motion to Approve Carried.

Mayor Ramiro Garza, Jr. Reconvened into Open Session at 9:12 p.m. and stated no action was taken in Executive Session.

- A. 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.

MOTION: Councilmember David Salazar, Jr. to Authorize the City Attorney to proceed as directed as discussed in executive session.

SECOND: Councilmember Daniel “Dan” Diaz

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Jason De Leon, Councilmember Daniel “Dan” Diaz, Councilmember David Salazar, Jr., and Councilmember David White

NAYS: None

ABSENT: None

ABSTAIN: None

Motion to Approve Carried.

- B. Consultation with City Attorney and Possible Action Regarding Interlocal Agreement. (§551.071. Consultation with Attorney; Closed Meeting; §551.087)

No Action

- C. Consultation with City Attorney. (§551.071. Consultation with Attorney; Closed Meeting; §551.087)

No Action

15. ADJOURNMENT

MOTION: Councilmember David Salazar, Jr. to Adjourn the meeting.

SECOND: Councilmember Daniel “Dan” Diaz

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr. Mayor Pro Tem Jason De Leon, Councilmember Daniel “Dan” Diaz, Councilmember David Salazar, Jr., and Councilmember David White

NAYS: None

ABSENT: None

ABSTAIN: None

The motion to Approve carried.

Mayor Ramiro Garza, Jr., Adjourned the meeting.

CITY OF EDINBURG

Ramiro Garza, Jr., Mayor

ATTEST:

Clarice Y. Balderas, City Secretary

City Council Approval: _____



MINUTES OF THE EDINBURG CITY COUNCIL REGULAR MEETING

CITY OF EDINBURG, HIDALGO COUNTY, TEXAS

Location: Edinburg City Hall-Council Chambers

415 West University Dr.

Edinburg, Texas 78541

MARCH 04, 2025

6:00 PM

Mayor Pro Tem Jason De Leon called the meeting to order at 6:00 p.m.

PRESENT:

Jason De Leon	Mayor Pro Tem
Daniel "Dan" Diaz	Councilmember Place 1
David Salazar, Jr.	Councilmember Place 3
David White	Councilmember Place 4
Myra L. Ayala	City Manager
Clarice Y. Balderas	City Secretary
Josephine Ramirez Solis	City Attorney

ABSENT:

Ramiro Garza, Jr.	Mayor
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1. CALL TO ORDER, ESTABLISH QUORUM

- A.** Prayer by Pastor Adam Juarez, Palm Valley Church.
- B.** Pledge of Allegiance by Mayor Pro Tem Jason De Leon

2. CERTIFICATION OF PUBLIC NOTICE

Mayor Pro Tem Jason De Leon verified the City Secretary's posting of the City Council meeting and its compliance as required by the Texas Open Meetings Act. The notice was posted on February 28, 2025 at 7:30 p.m.

3. DISCLOSURE OF CONFLICT OF INTEREST

City Attorney Josephine Ramirez Solis stated under State Law a conflict of interest exists if a Councilmember or a certain member of that Councilmember's family has a qualifying financial interest in any agenda item. Members with a conflict of interest cannot participate in the discussion nor vote on that agenda item.

Josephine Ramirez Solis, City Attorney asked Mayor and Councilmembers if there were any known conflict of interest to disclose at that time.

There were no conflict of interests presented.

4. CITY MANAGER'S REPORT

- A. State Highway 68 (SH68) Update: City Manager, Myra L. Ayala informed the Council the meeting previously scheduled with TxDOT had been postponed and no new date was not yet available.
- B. Edinburg Municipal Court Amnesty Program: Myra L. Ayala, City Manager stated the Edinburg Municipal Court will be hosting an Amnesty Program starting February 17, 2025 thru March 31, 2025.
- C. City of Edinburg Events
- State of the City Address: Myra L. Ayala, City Manager stated the State of the City Address will be held on March 13, 2025, at the ACE Center the event will begin at 6:00 p.m. this is a key platform to highlight the City progress, upcoming projects, and long term vision.
 - Hometown of Heroes: Myra L. Ayala, City Manager stated the Park and Recreation will be hosting their 5th Annual Hometown of Heroes ½ marathon on Sunday, March 9, 2025. A brief presentation will start at 7:30 a.m. followed by the race start at 7:45 a.m. She stated a ceremony would be held on Thursday, March 6, 2025, at 6:00 p.m. at the City Council Chambers to recognize this year's Hometown of Heroes nominees. Ms. Ayala stated depending on the number of attendee the ceremony might be held at the ACE Center.
 - Frida Fest: Myra L. Ayala, City Manager stated the 12th Annual Frida Fest would be held Saturday, March 8, 2025, from 5:00 p.m. to 11:00 p.m. at the ACE Center. She stated this free event is a vibrant celebration of art and music inspired by the legacy of Frida Kahlo. There will be live performances, food vendors, art exhibits, interactive activities, and more.
 - Cardboard Boat Regatta: Myra L. Ayala, City Manager stated the Parks and Recreation would be hosting the 9th Annual Cardboard Boat Regatta on Friday, March 14, 2025, at 6:00 p.m. at the Edinburg Municipal Pool. She stated the in person registration is now open at the Parks and Recreation Department at 315 Mark S. Pena Dr. and will close Friday, March 7, 2025. Ms. Ayala encouraged everyone to take part in this event even if just to come out and cheer on all the participants.

5. PROCLAMATIONS/RECOGNITIONS

- A. Presentation of Proclamation Recognizing March 2025 as Theater in Our Schools Month. [Clarice Y. Balderas, City Secretary]
Clarice Y. Balderas, City Secretary read the proclamation aloud.

Mr. Jose Gonzalez member of the Edinburg Thespian group thanked the Thespian

group, the ECISD and the City Council for their support and the recognition.

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]

Belinda Torres, Director of Human Resources/Civil Service presented Elisa Figueroa, Administrative Specialist with the Edinburg Police Department as the December Employee of the Month and Diana Ramos, Permits Supervisor with the Building Safety Department as the January Employee of the Month.

Ms. Elisa Figueroa thanked the Council and City staff for the recognition.

Natalia Velasquez, Director of Building Safety stated Ms. Diana Ramos is the glue that holds the permits department together for many years. She said Ms. Ramos is the mastermind behind the process for permitting, sub-permitting, scheduling inspections, certificate of occupancy, and tracking all construction data. Ms. Velasquez stated Ms. Diana Ramos is a well of knowledge and she is a great asset to the City of Edinburg and she appreciates her hard work and dedication.

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 Recreation]

Javier Garza, Director of Parks and Recreation presented Ms. Myra Ledezma, from the Human Resources Department as the Edinburg female employee top runner, and Fernando Saldivar, Edinburg Fire Department as the male employee top runner. Mr. Garza recognized Tristian Pena, Ariana Trejo, and Marcelo Corbit as the top ECISD runners.

6. PUBLIC COMMENTS

Fern McClaugherty: Ms. McClaugherty stated inflation is up 20% and city employees only got a 3% increase. Ms. McClaugherty stated Hidalgo County has one of the highest number of people living in poverty, the tax rate and property values need to go down.

Renee Sanchez Leal: Ms. Leal stated there is a dire need for a parking garage in the downtown area. She stated the limited parking is hindering the growth to the area.

Obed Montoya: Mr. Montoya was present to requesting the City to paint the stripe on 7th Street.

There were no further Public Comments.

7. PUBLIC HEARINGS

Mayor Pro Tem Jason De Leon declared the hearing open for public comments on items A

through F at 6:28 p.m. There being no comments, Mayor Pro Tem Jason De Leon declared the hearing closed at 6:29 p.m.

- 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]**

MOTION: Councilmember Daniel “Dan” Diaz to Approve 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.

SECOND: Councilmember David Salazar, Jr.

There was no discussion.

Mayor Pro Tem Jason De Leon called for a vote.

RECORD OF VOTE:

AYES: Mayor Pro Tem Jason De Leon, Councilmember Daniel “Dan” Diaz, Councilmember David Salazar, Jr., and Councilmember David White

NAYS: None

ABSENT: Mayor Ramiro Garza, Jr.

ABSTAIN: None

The motion to Approve carried.

- 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]**

MOTION: Councilmember David Salazar, Jr. to Approve 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.

SECOND: Councilmember Daniel “Dan” Diaz

There was no discussion.

Mayor Pro Tem Jason De Leon called for a vote.

RECORD OF VOTE:

AYES: Mayor Pro Tem Jason De Leon, Councilmember Daniel “Dan” Diaz, Councilmember David Salazar, Jr., and Councilmember David White

NAYS: None

ABSENT: Mayor Ramiro Garza, Jr.

ABSTAIN: None

The motion to Approve carried.

- 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]

MOTION: Councilmember Daniel “Dan” Diaz to Approve 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.

SECOND: Councilmember David Salazar, Jr.

There was no discussion.

Mayor Pro Tem Jason De Leon called for a vote.

RECORD OF VOTE:

AYES: Mayor Pro Tem Jason De Leon, Councilmember Daniel “Dan” Diaz, Councilmember David Salazar, Jr., and Councilmember David White

NAYS: None

ABSENT: Mayor Ramiro Garza, Jr.

ABSTAIN: None

The motion to Approve carried.

- 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]

MOTION: Councilmember David Salazar, Jr. to Approve 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.

SECOND: Councilmember Daniel “Dan” Diaz

There was no discussion.

Mayor Pro Tem Jason De Leon called for a vote.

RECORD OF VOTE:

AYES: Mayor Pro Tem Jason De Leon, Councilmember Daniel “Dan” Diaz, Councilmember David Salazar, Jr., and Councilmember David White

NAYS: None

ABSENT: Mayor Ramiro Garza, Jr.

ABSTAIN: None

The motion to Approve carried.

- 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]

MOTION: Councilmember David Salazar, Jr. to Approve 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.

SECOND: Councilmember David White

There was no discussion.

Mayor Pro Tem Jason De Leon called for a vote.

RECORD OF VOTE:

AYES: Mayor Pro Tem Jason De Leon, Councilmember Daniel “Dan” Diaz,

Councilmember David Salazar, Jr., and Councilmember David White

NAYS: None

ABSENT: Mayor Ramiro Garza, Jr.

ABSTAIN: None

The motion to Approve carried.

- 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]

MOTION: Councilmember David Salazar, Jr. to Approve 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.

SECOND: Councilmember David White

There was no discussion.

Mayor Pro Tem Jason De Leon called for a vote.

RECORD OF VOTE:

AYES: Mayor Pro Tem Jason De Leon, Councilmember Daniel “Dan” Diaz, Councilmember David Salazar, Jr., and Councilmember David White

NAYS: None

ABSENT: Mayor Ramiro Garza, Jr.

ABSTAIN: None

The motion to Approve carried.

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]

MOTION: Councilmember David White to Suspend Roberts Rules of Order.

SECOND: Councilmember David Salazar, Jr.

There was no discussion.

Mayor Pro Tem Jason De Leon called for a vote.

RECORD OF VOTE:

AYES: Mayor Pro Tem Jason De Leon, Councilmember Daniel “Dan” Diaz, Councilmember David Salazar, Jr., and Councilmember David White

NAYS: None

ABSENT: Mayor Ramiro Garza, Jr.

ABSTAIN: None

The motion to Approve carried.

Ms. Fern McClaugherty stated if there are development code rules why is the Council changing them.

Joe Quiroga, representing Mr. Paderes stated Mr. Paderes has tried to develop this property for a number of years; the Planning and Zoning Board approved this proposal. He stated Mr. Paderes has met with the immediate neighbors and has made changes to his development adhering to their requests, part of the conversation for the 100 ft. block wall as a way to provide some privacy in addition he has reshaped the layout of the storage unit for additional privacy. He stated they have a letter of support from the neighbor to the north and the neighbor to the south is a junk yard so the proposal would actually beautify that area.

MOTION: Councilmember David White to Approve 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.

SECOND: Councilmember David Salazar, Jr.

There was no discussion.

Mayor Pro Tem Jason De Leon called for a vote.

RECORD OF VOTE:

AYES: Mayor Pro Tem Jason De Leon, Councilmember Daniel “Dan” Diaz, Councilmember David Salazar, Jr., and Councilmember David White

NAYS: None

ABSENT: Mayor Ramiro Garza, Jr.

ABSTAIN: None

The motion to Approve carried.

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]

MOTION: Councilmember David White to Approve 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.

SECOND: Councilmember David Salazar, Jr.

There was no discussion.

Mayor Pro Tem Jason De Leon called for a vote.

RECORD OF VOTE:

AYES: Mayor Pro Tem Jason De Leon, Councilmember Daniel “Dan” Diaz, Councilmember David Salazar, Jr., and Councilmember David White

NAYS: None

ABSENT: Mayor Ramiro Garza, Jr.

ABSTAIN: None

The motion to Approve carried.

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]

MOTION: Councilmember Daniel “Dan” Diaz to 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.

SECOND: Councilmember David White

There was no discussion.

Mayor Pro Tem Jason De Leon called for a vote.

RECORD OF VOTE:

AYES: Mayor Pro Tem Jason De Leon, Councilmember Daniel “Dan” Diaz, Councilmember David Salazar, Jr., and Councilmember David White

NAYS: None

ABSENT: Mayor Ramiro Garza, Jr.

ABSTAIN: None

The motion to Approve carried.

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]**

MOTION: Councilmember David White to Suspend Roberts Rules of Order.

SECOND: Councilmember Daniel “Dan” Diaz

There was no discussion.

Mayor Pro Tem Jason De Leon called for a vote.

RECORD OF VOTE:

AYES: Mayor Pro Tem Jason De Leon, Councilmember Daniel “Dan” Diaz, Councilmember David Salazar, Jr., and Councilmember David White

NAYS: None

ABSENT: Mayor Ramiro Garza, Jr.

ABSTAIN: None

The motion to Approve carried.

Ms. Fern McClaugherty requested an explanation what the close to \$2 million will be used for.

Gerardo Carmona Jr., Director of Utilities stated the \$1,870,791.30 is the City’s portion relocate the utility water and sewer lines on SH 107 as part of the drainage project in place, and it is part of the 107 project budget.

MOTION: Councilmember David White to 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.

SECOND: Councilmember David Salazar, Jr.

There was no discussion.

Mayor Pro Tem Jason De Leon called for a vote.

RECORD OF VOTE:

AYES: Mayor Pro Tem Jason De Leon, Councilmember Daniel “Dan” Diaz, Councilmember David Salazar, Jr., and Councilmember David White

NAYS: None

ABSENT: Mayor Ramiro Garza, Jr.

ABSTAIN: None

The motion to Approve carried.

- 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]

MOTION: Councilmember David White to 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.

SECOND: Councilmember Daniel “Dan” Diaz

There was no discussion.

Mayor Pro Tem Jason De Leon called for a vote.

RECORD OF VOTE:

AYES: Mayor Pro Tem Jason De Leon, Councilmember Daniel “Dan” Diaz, Councilmember David Salazar, Jr., and Councilmember David White

NAYS: None

ABSENT: Mayor Ramiro Garza, Jr.

ABSTAIN: None

The motion to Approve carried.

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]

MOTION: Councilmember David Salazar, Jr. to 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.

SECOND: Councilmember David White

There was no discussion.

Mayor Pro Tem Jason De Leon called for a vote.

RECORD OF VOTE:

AYES: Mayor Pro Tem Jason De Leon, Councilmember Daniel “Dan” Diaz, Councilmember David Salazar, Jr., and Councilmember David White

NAYS: None

ABSENT: Mayor Ramiro Garza, Jr.

ABSTAIN: None

The motion to Approve carried.

- 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]**

MOTION: Councilmember David White to Approve 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.

SECOND: Councilmember David Salazar, Jr.

There was no discussion.

Mayor Pro Tem Jason De Leon called for a vote.

RECORD OF VOTE:

AYES: Mayor Pro Tem Jason De Leon, Councilmember Daniel “Dan” Diaz, Councilmember David Salazar, Jr., and Councilmember David White

NAYS: None

ABSENT: Mayor Ramiro Garza, Jr.

ABSTAIN: None

The motion to Approve carried.

- 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]**

MOTION: Councilmember David Salazar, Jr. to 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.

SECOND: Councilmember Daniel “Dan” Diaz

There was no discussion.

Mayor Pro Tem Jason De Leon called for a vote.

RECORD OF VOTE:

AYES: Mayor Pro Tem Jason De Leon, Councilmember Daniel “Dan” Diaz, Councilmember David Salazar, Jr., and Councilmember David White

NAYS: None

ABSENT: Mayor Ramiro Garza, Jr.

ABSTAIN: None

The motion to Approve carried.

13. BUDGET

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

MOTION: Councilmember David White to Approve the Fiscal Year 2024-2025 Budget Transfers for the General Fund and Utility Fund.

SECOND: Councilmember David Salazar, Jr.

There was no discussion.

Mayor Pro Tem Jason De Leon called for a vote.

RECORD OF VOTE:

AYES: Mayor Pro Tem Jason De Leon, Councilmember Daniel “Dan” Diaz, Councilmember David Salazar, Jr., and Councilmember David White

NAYS: None

ABSENT: Mayor Ramiro Garza, Jr.

ABSTAIN: None

The motion to Approve carried.

14. APPOINTMENTS

- A. Consider Appointments to the Following City Advisory Board, Council, Commission and Committee: All America City David Chavana 10K Advisory Board (3 Members) Community Development Council (4 Members) Cultural Activities Advisory Board (1 Member) Edinburg Golf Board (1 Member) Environment Advisory Board (2 Members) Public Library Board (1 Member) Public Safety Board (1 Member) Recreation and Parks Board (3 Members) Zoning Board of Adjustment (1 member; 2 Alternates)**

MOTION: Councilmember Daniel “Dan” Diaz to Appoint Robert Casas, Elias A. Moran Leal, and Ricardo Rodriguez to the All-America City David Chavana 10K Advisory Board.

SECOND: Councilmember David Salazar, Jr.

There was no discussion.

Mayor Pro Tem Jason De Leon called for a vote.

RECORD OF VOTE:

AYES: Mayor Pro Tem Jason De Leon, Councilmember Daniel “Dan” Diaz, Councilmember David Salazar, Jr., and Councilmember David White

NAYS: None

ABSENT: Mayor Ramiro Garza, Jr.

ABSTAIN: None

The motion to Approve carried.

MOTION: Councilmember Daniel “Dan” Diaz to Appoint Ruben “Bubba” Palacios, Reggie Salinas, Eric Lede, and Ponciano Longoria to the Community Development Council.

SECOND: Councilmember David Salazar, Jr.

There was no discussion.

Mayor Pro Tem Jason De Leon called for a vote.

RECORD OF VOTE:

AYES: Mayor Pro Tem Jason De Leon, Councilmember Daniel “Dan” Diaz, Councilmember David Salazar, Jr., and Councilmember David White

NAYS: None

ABSENT: Mayor Ramiro Garza, Jr.

ABSTAIN: None

The motion to Approve carried.

MOTION: Councilmember Daniel “Dan” Diaz to Appoint Dr. Sudershan Pasupuleti to the Cultural Activities Advisory Board.

SECOND: Councilmember David Salazar, Jr.

There was no discussion.

Mayor Pro Tem Jason De Leon called for a vote.

RECORD OF VOTE:

AYES: Mayor Pro Tem Jason De Leon, Councilmember Daniel “Dan” Diaz, Councilmember David Salazar, Jr., and Councilmember David White

NAYS: None

ABSENT: Mayor Ramiro Garza, Jr.

ABSTAIN: None

The motion to Approve carried.

MOTION: Councilmember David Salazar, Jr. to Appoint Eloy Falcon to the Edinburg

Golf Board.

SECOND: Councilmember David White

There was no discussion.

Mayor Pro Tem Jason De Leon called for a vote.

RECORD OF VOTE:

AYES: Mayor Pro Tem Jason De Leon, Councilmember Daniel “Dan” Diaz, Councilmember David Salazar, Jr., and Councilmember David White

NAYS: None

ABSENT: Mayor Ramiro Garza, Jr.

ABSTAIN: None

The motion to Approve carried.

MOTION: Councilmember David Salazar, Jr. to Appoint Blanca Garcia, and Erik Gonzalez to the Environment Advisory Board.

SECOND: Councilmember Daniel “Dan” Diaz

There was no discussion.

Mayor Pro Tem Jason De Leon called for a vote.

RECORD OF VOTE:

AYES: Mayor Pro Tem Jason De Leon, Councilmember Daniel “Dan” Diaz, Councilmember David Salazar, Jr., and Councilmember David White

NAYS: None

ABSENT: Mayor Ramiro Garza, Jr.

ABSTAIN: None

The motion to Approve carried.

MOTION: Councilmember David White to Appoint Antonio L. Garza to the Public Library Board.

SECOND: Councilmember Daniel “Dan” Diaz

There was no discussion.

Mayor Pro Tem Jason De Leon called for a vote.

RECORD OF VOTE:

AYES: Mayor Pro Tem Jason De Leon, Councilmember Daniel “Dan” Diaz, Councilmember David Salazar, Jr., and Councilmember David White

NAYS: None

ABSENT: Mayor Ramiro Garza, Jr.

ABSTAIN: None

The motion to Approve carried.

MOTION: Councilmember Daniel “Dan” Diaz to Appoint Adelita G. Ozuna to the Public Safety Board.

SECOND: Councilmember David Salazar, Jr.

There was no discussion.

Mayor Pro Tem Jason De Leon called for a vote.

RECORD OF VOTE:

AYES: Mayor Pro Tem Jason De Leon, Councilmember Daniel “Dan” Diaz, Councilmember David Salazar, Jr., and Councilmember David White

NAYS: None

ABSENT: Mayor Ramiro Garza, Jr.

ABSTAIN: None

The motion to Approve carried.

MOTION: Councilmember David Salazar to Appoint Carlos Arispe, Luis G. Alamia, and Alex Rios to the Recreation and Parks Board.

SECOND: Councilmember Daniel “Dan” Diaz

There was no discussion.

Mayor Pro Tem Jason De Leon called for a vote.

RECORD OF VOTE:

AYES: Mayor Pro Tem Jason De Leon, Councilmember Daniel “Dan” Diaz, Councilmember David Salazar, Jr., and Councilmember David White

NAYS: None

ABSENT: Mayor Ramiro Garza, Jr.

ABSTAIN: None

The motion to Approve carried.

MOTION: Mayor Pro Tem Jason De Leon to Table Appointing 1 member; 2 Alternates to the Zoning Board of Adjustment.

SECOND: Councilmember

There was no discussion.

Mayor Pro Tem Jason De Leon called for a vote.

RECORD OF VOTE:

AYES: Mayor Pro Tem Jason De Leon, Councilmember Daniel “Dan” Diaz, Councilmember David Salazar, Jr., and Councilmember David White

NAYS: None

ABSENT: Mayor Ramiro Garza, Jr.

ABSTAIN: None

The motion to Table carried

- 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]**

MOTION: Councilmember David White to Appoint Aurelio Aleman, Executive Assistant to the City Manager to the Amigos Del Valle Board of Directors.

SECOND: Councilmember Daniel “Dan” Diaz

There was no discussion.

Mayor Pro Tem Jason De Leon called for a vote.

RECORD OF VOTE:

AYES: Mayor Pro Tem Jason De Leon, Councilmember Daniel “Dan” Diaz, Councilmember David Salazar, Jr., and Councilmember David White

NAYS: None

ABSENT: Mayor Ramiro Garza, Jr.

ABSTAIN: None

The motion to Approve carried.

15. CONSENT AGENDA

- 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]**

MOTION: Councilmember David White to Approve 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.

SECOND: Councilmember David Salazar, Jr.

There was no discussion.

Mayor Pro Tem Jason De Leon called for a vote.

RECORD OF VOTE:

AYES: Mayor Pro Tem Jason De Leon, Councilmember Daniel “Dan” Diaz, Councilmember David Salazar, Jr., and Councilmember David White

NAYS: None

ABSENT: Mayor Ramiro Garza, Jr.

ABSTAIN: None

The motion to Approve carried.

- 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]**

MOTION: Councilmember David White to 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.

SECOND: Councilmember David Salazar, Jr.

There was no discussion.

Mayor Pro Tem Jason De Leon called for a vote.

RECORD OF VOTE:

AYES: Mayor Pro Tem Jason De Leon, Councilmember Daniel “Dan” Diaz, Councilmember David Salazar, Jr., and Councilmember David White

NAYS: None

ABSENT: Mayor Ramiro Garza, Jr.

ABSTAIN: None

The motion to Approve carried.

- 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]**

MOTION: Councilmember David White to Approve Authorizing the City Manager to Enter into a Waterline Access Agreement with North Alamo Water Supply Corporation to Provide Fire Protection Services to Sunset Groves Subdivision.

SECOND: Councilmember David Salazar, Jr.

There was no discussion.

Mayor Pro Tem Jason De Leon called for a vote.

RECORD OF VOTE:

AYES: Mayor Pro Tem Jason De Leon, Councilmember Daniel “Dan” Diaz, Councilmember David Salazar, Jr., and Councilmember David White

NAYS: None

ABSENT: Mayor Ramiro Garza, Jr.

ABSTAIN: None

The motion to Approve carried.

- 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]

Ms. Fern McClaugherty would like an explanation; residents are concerned they will be moved from their current provider.

Gerardo Carmona Jr. Director of Utilities stated the Waterline agreement is just to provide Fire Protection services for the development; they will remain under Sharyland Water Corporation

MOTION: Councilmember David White to 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.

SECOND: Councilmember David Salazar, Jr.

There was no discussion.

Mayor Pro Tem Jason De Leon called for a vote.

RECORD OF VOTE:

AYES: Mayor Pro Tem Jason De Leon, Councilmember Daniel “Dan” Diaz, Councilmember David Salazar, Jr., and Councilmember David White

NAYS: None

ABSENT: Mayor Ramiro Garza, Jr.

ABSTAIN: None

The motion to Approve carried.

- 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]

MOTION: Councilmember David White to Approve 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.

SECOND: Councilmember David Salazar, Jr.

There was no discussion.

Mayor Pro Tem Jason De Leon called for a vote.

RECORD OF VOTE:

AYES: Mayor Pro Tem Jason De Leon, Councilmember Daniel “Dan” Diaz, Councilmember David Salazar, Jr., and Councilmember David White

NAYS: None

ABSENT: Mayor Ramiro Garza, Jr.

ABSTAIN: None

The motion to Approve carried.

- 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]**

MOTION: Councilmember David White to Approve 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.

SECOND: Councilmember David Salazar, Jr.

There was no discussion.

Mayor Pro Tem Jason De Leon called for a vote.

RECORD OF VOTE:

AYES: Mayor Pro Tem Jason De Leon, Councilmember Daniel “Dan” Diaz, Councilmember David Salazar, Jr., and Councilmember David White

NAYS: None

ABSENT: Mayor Ramiro Garza, Jr.

ABSTAIN: None

The motion to Approve carried.

- 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]**

MOTION: Councilmember David White to 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 (BZFD) Grant Program and to Execute all Grant Documents Relating Thereto.

SECOND: Councilmember David Salazar, Jr.

There was no discussion.

Mayor Pro Tem Jason De Leon called for a vote.

RECORD OF VOTE:

AYES: Mayor Pro Tem Jason De Leon, Councilmember Daniel “Dan” Diaz, Councilmember David Salazar, Jr., and Councilmember David White

NAYS: None

ABSENT: Mayor Ramiro Garza, Jr.

ABSTAIN: None

The motion to Approve carried.

- 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]**

MOTION: Councilmember David White to 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.

SECOND: Councilmember David Salazar, Jr.

There was no discussion.

Mayor Pro Tem Jason De Leon called for a vote.

RECORD OF VOTE:

AYES: Mayor Pro Tem Jason De Leon, Councilmember Daniel “Dan” Diaz, Councilmember David Salazar, Jr., and Councilmember David White

NAYS: None

ABSENT: Mayor Ramiro Garza, Jr.

ABSTAIN: None

The motion to Approve carried.

- 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]**

MOTION: Councilmember David White to 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.

SECOND: Councilmember David Salazar, Jr.

There was no discussion.

Mayor Pro Tem Jason De Leon called for a vote.

RECORD OF VOTE:

AYES: Mayor Pro Tem Jason De Leon, Councilmember Daniel “Dan” Diaz, Councilmember David Salazar, Jr., and Councilmember David White

NAYS: None

ABSENT: Mayor Ramiro Garza, Jr.

ABSTAIN: None

The motion to Approve carried.

- 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]

MOTION: Councilmember David White to 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.

SECOND: Councilmember David Salazar, Jr.

There was no discussion.

Mayor Pro Tem Jason De Leon called for a vote.

RECORD OF VOTE:

AYES: Mayor Pro Tem Jason De Leon, Councilmember Daniel “Dan” Diaz, Councilmember David Salazar, Jr., and Councilmember David White

NAYS: None

ABSENT: Mayor Ramiro Garza, Jr.

ABSTAIN: None

The motion to Approve carried.

- 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]

MOTION: Councilmember David White to Approval to 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).

SECOND: Councilmember David Salazar, Jr.

There was no discussion.

Mayor Pro Tem Jason De Leon called for a vote.

RECORD OF VOTE:

AYES: Mayor Pro Tem Jason De Leon, Councilmember Daniel “Dan” Diaz, Councilmember David Salazar, Jr., and Councilmember David White

NAYS: None

ABSENT: Mayor Ramiro Garza, Jr.

ABSTAIN: None
The motion to Approve carried.

16. OTHER BUSINESS

- A. Future Items Requested by City Council. [Myra L. Ayala, City Manager]
No Action

17. EXECUTIVE SESSION

MOTION: Councilmember Daniel “Dan” Diaz to convene into Executive Session.
SECOND: Councilmember David White

There was no discussion.

Mayor Pro Tem Jason De Leon called for a vote.

RECORD OF VOTE:

AYES: Mayor Pro Tem Jason De Leon, Councilmember Daniel “Dan” Diaz, Councilmember David Salazar, Jr., and Councilmember David White

NAYS: None

ABSENT: Mayor Ramiro Garza, Jr.

ABSTAIN: None

The motion to Approve carried.

Mayor Pro Tem Jason De Leon convened into Executive Session 6:58 p.m.

OPEN SESSION

Mayor Pro Tem Jason De Leon Reconvened into Open Session and stated no action was taken in Executive Session.

- A. Consultation with City Attorney. (§551.071. Consultation with Attorney; Closed Meeting)
No Action
- B. Consultation with City Attorney and Possible Action Regarding Development Ordinances. (§551.071. Consultation with Attorney; Closed Meeting; §551.087)
No Action
- 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.)

MOTION: Councilmember Daniel “Dan” Diaz to Authorize the City Manager to

proceed as directed as discussed in executive session.

SECOND: Councilmember David White

There was no discussion.

Mayor Pro Tem Jason De Leon called for a vote.

RECORD OF VOTE:

AYES: Mayor Pro Tem Jason De Leon, Councilmember Daniel “Dan” Diaz, Councilmember David Salazar, Jr., and Councilmember David White

NAYS: None

ABSENT: Mayor Ramiro Garza, Jr.

ABSTAIN: None

Motion to Approve Carried.

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

No Action

- E. Consultation with City Attorney Regarding Interlocal Agreements. (§551.071 Consultation with Attorney; Closed Meeting.)**

No Action

- F. Deliberation Regarding Economic Development Matters. (§551.087. Economic Development Negotiations; Closed Meeting)**

MOTION: Councilmember David Salazar, Jr. to Approve An Agreement as Discussed in Executive Session.

SECOND: Councilmember Daniel “Dan” Diaz

There was no discussion.

Mayor Pro Tem Jason De Leon called for a vote.

RECORD OF VOTE:

AYES: Mayor Pro Tem Jason De Leon, Councilmember Daniel “Dan” Diaz, Councilmember David Salazar, Jr., and Councilmember David White

NAYS: None

ABSENT: Mayor Ramiro Garza, Jr.

ABSTAIN: None

Motion to Approve Carried.

18. ADJOURNMENT

MOTION: Mayor Pro Tem Jason De Leon to Adjourn the meeting.

SECOND: Councilmember David Salazar, Jr.

Mayor Pro Tem Jason De Leon called for a vote.

RECORD OF VOTE:

AYES: Mayor Pro Tem Jason De Leon, Councilmember Daniel “Dan” Diaz, and Councilmember David Salazar, Jr., and Councilmember David White

NAYS: None

ABSENT: Mayor Ramiro Garza, Jr.

ABSTAIN: None

The motion to Approve carried.

Mayor Pro Tem Jason De Leon Adjourned the meeting.

CITY OF EDINBURG

Ramiro Garza, Jr., Mayor

ATTEST:

Clarice Y. Balderas, City Secretary

City Council Approval: _____