



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 15, 2025
6:00 PM

1. CALL TO ORDER, ESTABLISH QUORUM

- A. Prayer.
- B. Pledge of Allegiance.

2. CERTIFICATION OF PUBLIC NOTICE

3. DISCLOSURE OF CONFLICT OF INTEREST

4. MAYOR'S REPORT

- A. Update Regarding City Drainage Projects
- B. Prostate Cancer Awareness and Update

5. CITY MANAGER'S REPORT

- A. Edinburg Municipal Court Amnesty Program
- B. 2025 Trash Bash Community Clean-Up Event

6. PROCLAMATIONS/RECOGNITIONS

- A. Presentation of Proclamation Recognizing City of Edinburg Retiree, Abel Beltran, Planner I, Planning and Zoning Department for 20 Years of Service. [Belinda Torres, Director of Human Resources]
- B. Presentation of Proclamation Recognizing City of Edinburg Retiree, Adolfo Zapata, Communications Supervisor, Edinburg Police Department for 20 Years of Service. [Belinda Torres, Director of Human Resources]
- C. Present the Recipient for the Employee of the Month Award for the Month of February 2025. [Belinda Torres, Director of Human Resources/Civil Service]

7. PUBLIC COMMENTS

The Mayor and City Council allow for a specific portion of the City Council Meeting to be dedicated to public comments. Public Comments are limited to three (3) minutes. Please note that this public comment

period is not interactive. The City Council may not respond to public comments.

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

8. PRESENTATIONS AND REPORTS

- A.** Presentation on the Status of Current Storm Drainage Improvement Projects. [Mardoqueo Hinojosa, P.E., CFM, City Engineer]
- B.** Presentation from the Department of Public Works on the Impact of Leaf and Grass Clippings within the Stormwater System. [Vincent Romero, Director of Public Works]
- C.** Presentation Regarding Funding Request Overview for Permit 956C. [Ramiro Gomez, Director of Solid Waste Management]

9. PUBLIC HEARINGS

- A.** Hold Public Hearing and Consider the Ordinances Providing for the Comprehensive Plan Amendment from Suburban Uses to General Commercial Uses and the Rezoning Request from Residential, Suburban (RS) District to Commercial, General (CG) District, Lot 83, Alberta Heights Landing Subdivision, Located at 421 West Alberta Road, as Requested by Manuel Perez. **(A 4/5 vote is required by the City Council to overturn the Planning & Zoning Commission action.)** [Jaime Acevedo, Director of Planning & Zoning]
- B.** Hold Public Hearing and Consider the Ordinances Providing for the Comprehensive Plan Amendment from General Commercial Uses to Multi-Family Residential Uses and the Rezoning Request from Commercial, General (CG) District to Residential Multi-Family (RM) District, 8.674-Acres Out of Lots 10-17, Cornerstone Heart Hospital, According to the Map or Plat thereof Recorded in Document No. 1506791, Hidalgo County, Texas, Located at 4505 South Jackson Road, as Requested by Borrego Construction, LLC. [Jaime Acevedo, Director of Planning & Zoning]
- C.** Hold Public Hearing and Consider the Ordinance Providing for the Rezoning Request from Residential, Multi-Family (RM) District to Residential, Primary (RP) District, a 0.20 Acre Tract of Land Out of Lot 1, Section 280, Texas-Mexican Railway Company Survey, Hidalgo County, Texas, as Per Map Recorded in Volume 24, Page 168-171, Deed Records of Hidalgo County, Texas, Located at 715 North Hoehn Road, as Requested by Jose Frank Garcia. [Jaime Acevedo, Director of Planning & Zoning]
- D.** Hold Public Hearing and Consider the Ordinance Providing for the Special Use Permit for On-Premise Consumption of Alcoholic Beverages for Late Hours, Being Lots 16-17, Blk 233, Edinburg Original Townsite, Located at 108 North 12th Avenue, as Requested by Crazy Hat Entertainment LLC. [Jaime Acevedo, Director of Planning & Zoning]

10. VARIANCE

- A.** Consider Variance Request to the City of Edinburg Unified Development Code, Article 5, Subdivision Standards, Section 5.301, Dedication of Improvements, Being 0.92 of an Acre Tract of Land, Being a portion of Lot 12, Block 62, Amended map of Santa Cruz Gardens Subdivision, Unit No. 2, as Recorded in Volume 8, Page 28, Map Records, Hidalgo County Texas, Located at 4725 North Cesar Chavez Road, as Requested By R. E. Garcia and Associates. [Jaime Acevedo, Director of

11. ORDINANCES

- A.** Consider Ordinance Amending the Code of Ordinances of the City of Edinburg, Texas at Title IX General Regulations, Chapter 97 Parks and Recreation, Fees and Rental of Public Facilities, Section 97.54 Rental Rates as Prescribed for All Public Facilities. [Leticia Leija, Director of Library & Cultural Arts]
- B.** Consider Ordinance Amending the Code of Ordinances of the City of Edinburg, Texas at Title VII Code, Chapter 73 Parking Schedule by Adding Schedule III, 2 Hour Parking Zones with Hours, Locations, and Penalties. [Tomas D. Reyna, Assistant City Manager]

12. BUDGET

- A.** Consider Ordinance Amending the Budget for the 2024-2025 Fiscal Year Carry-Overs Appropriations to the General Fund, Hotel Occupancy Tax Fund, Utility Fund, and Solid Waste Management Fund. [Ascencion Alonzo, Director of Finance]
- B.** Consider Ordinance Amending the Budget for the 2024-2025 Fiscal Year by Providing Additional Appropriations to the General Fund. [Ascencion Alonzo, Director of Finance]
- C.** Consider Approving the Fiscal Year 2024-2025 Budget Transfer for the General Fund. [Ascencion Alonzo, Director of Finance]

13. RESOLUTIONS

- A.** Consideration and Appropriate Action on a Resolution by the City Council of the City of Edinburg, Texas Authorizing and Approving the Publication of a Notice of Intention to Issue Certificates of Obligation; Complying with the Requirements Contained in the Securities and Exchange Commission Rule 15c2-12; and Providing an Effective Date. [Ascencion Alonzo, Director of Finance]
- B.** Consideration and Appropriate Action on a Resolution Establishing the Intention of the City of Edinburg, Texas to Reimburse Itself for the Prior Lawful Expenditure of Funds Relating to Acquiring, Constructing, and Equipping Various City Improvements from the Proceeds of One or More Series of Tax-Exempt Obligations to be Issued by the City for Authorized Purposes; Authorizing Other Matters Incident and Related Thereto; and Providing an Effective Date. [Ascencion Alonzo, Director of Finance]

14. AWARDING OF BID

- A.** Consider Authorizing the Purchase of the Time and Attendance System from Time Clock Plus, Through OMNIA Partners Cooperative Contract No. 14-10 in the Amount of \$188,386.33, a One-Time Fee and a Recurring Annual Fee of \$69,817.00 Thereafter and Authorize the City Manager to Execute Any Documents Related Thereto. [Belinda Torres, Director of Human Resources/Civil Service]

15. CONTRACTUAL

- A.** Consider Authorizing the City Manager to Negotiate and Enter into an Interlocal Agreement Subject to Final Legal Review Between the City of Edinburg and the City of Pharr, Texas for the Disposal of Non-Hazardous Solid Waste at the Edinburg Regional Sanitary Landfill Facility. [Ramiro L. Gomez, Director of Solid Waste Management]

16. ECONOMIC DEVELOPMENT

- A. Discussion and Possible Action Regarding Amending the EEDC Bylaws. [Josephine Ramirez Solis, City Attorney]

17. CONSENT AGENDA

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

- A. Consider Authorizing the Purchase of a Verkada Camera System from TelePro Communications Through The Interlocal Purchasing System (TIPS) in the Amount of \$36,496.52. [Jaime Ayala, Chief of Police]
- B. Consider Amending the Purchase of Six (6) Police Light Packages for Departments 2024 Chevy Tahoes from South Texas Communications Through the Local Government Purchasing Cooperative (Buyboard) in the Amount of \$33,690.34. [Jaime Ayala, Chief of Police]
- C. Consider the Renewal of an Interlocal Cooperation Agreement Between the City of Edinburg and Hidalgo County for Services Provided Through the Hidalgo County Library System. [Letty Leija, Director of Library & Cultural Arts]
- D. Consider Approving the Quarterly Investment Report for the Period Ending March 31, 2025, Pursuant to the Public Funds Investment Act (PFIA). [Ascencion Alonzo, Director of Finance]

18. OTHER BUSINESS

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

19. EXECUTIVE SESSION

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

- A. Consultation with City Attorney. (551.071 Consultation with Attorney; Closed Meeting)
- B. Consultation with City Attorney Regarding Personnel Matters. (§552.074 Personnel Matters; §551.071 Consultation with Attorney; Closed Meeting.)
- C. Deliberation Regarding Economic Development Matters. (§551.087. Economic Development Negotiations; Closed Meeting)

OPEN SESSION

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

20. ADJOURNMENT

I hereby certify this Notice of a City Council Meeting was posted in accordance with the Open Meetings Act, at the City Offices of the City of Edinburg, located at the 415 West University entrance outside bulletin board, visible and accessible to the general public during and after regular working hours. This notice was posted on April 11, 2025 at 6:30 p.m.

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

Disability Access Statement

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



CITY OF EDINBURG - CITY COUNCIL

Meeting Date: April 15, 2025

PROCLAMATIONS/RECOGNITIONS

Agenda Item No: 6.A.

Proclamation: Abel Beltran

1. Agenda Item:

Presentation of Proclamation Recognizing City of Edinburg Retiree, Abel Beltran, Planner I, Planning and Zoning Department for 20 Years of Service. [Belinda Torres, Director of Human Resources]

2. Description:

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

Able Beltran, Planner I with the Edinburg Planning and Zoning Department, is retiring with 20 years of service.

The Edinburg City Council would like to recognize Abel Beltran for being a loyal, dedicated employee of the City of Edinburg for the past 20 years.

3. Staff's Recommendation:

Present Proclamation Recognizing City of Edinburg Retiree, Abel Beltran, Planner I, Planning and Zoning Department for 20 Years of Service.

Reviewed by:

Clarice Balderas, City Secretary

Prepared by:

Maria Ortiz, Administrative Assistant

Attachments:

A. Proclamation: Abel Beltran

PROCLAMATION



ABEL BELTRAN PLANNER I PLANNING AND ZONING

WHEREAS, on February 14, 2005, Abel Beltran was hired by the City of Edinburg Engineering Department as a Subdivision coordinator; and,

WHEREAS, on November 10, 2014, Mr. Beltran transferred from the Engineering Department to the Planning and Zoning Department; and,

WHEREAS, on October 10, 2016, Mr. Beltran transferred from the Planning and Zoning Department back to the Engineering Department as a Subdivision Coordinator; and,

WHEREAS, on October 08, 2018, Mr. Beltran transferred from the Engineering Department to the Planning and Zoning Department; and,

WHEREAS, on October 05, 2020, Mr. Beltran's position as Subdivision Coordinator was reclassified to a Planner I; and,

WHEREAS, Mr. Beltran attended numerous trainings where he received/held the following certificates: Certificate of Training: NTC Drug Testing-Supervisor Training; Certificate of Completion: Texas A&M University Kingsville-Developing & Implementing a Soil Erosion Management Plan at Construction Sites; Certificate of Achievement: Texas Municipal League Intergovernmental Risk Pool; Certificates of Employee Appreciation; and numerous City of Edinburg Training Acknowledgements; and,

WHEREAS, on February 4, 2025, after 20 years of service Mr. Abel Beltran retired from the City of Edinburg.

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

ABEL BELTRAN PLANNER I PLANNING AND ZONING

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

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Edinburg, Texas, a Municipal Corporation, to be affixed on this the 15th day of April, 2025.

CITY OF EDINBURG, TEXAS

ATTEST:

By: _____
Ramiro Garza, Jr., Mayor

By: _____
Clarice Y. Balderas, City Secretary





CITY OF EDINBURG - CITY COUNCIL

Meeting Date: April 15, 2025

PROCLAMATIONS/RECOGNITIONS

Agenda Item No: 6.B.

Proclamation: Communications Supervisor Adolfo Zapata

1. Agenda Item:

Presentation of Proclamation Recognizing City of Edinburg Retiree, Adolfo Zapata, Communications Supervisor, Edinburg Police Department for 20 Years of Service. [Belinda Torres, Director of Human Resources]

2. Description:

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

Communications Supervisor Adolfo Zapata with the Edinburg Police Department, is retiring with 20 years of service.

The Edinburg City Council would like to recognize Adolfo Zapata for being a loyal, dedicated employee of the City of Edinburg for the past 20 years.

3. Staff's Recommendation:

Present Proclamation Recognizing City of Edinburg Retiree, Adolfo Zapata Communications Supervisor, Edinburg Police Department for 20 Years of Service.

Reviewed by:

Clarice Balderas, City Secretary

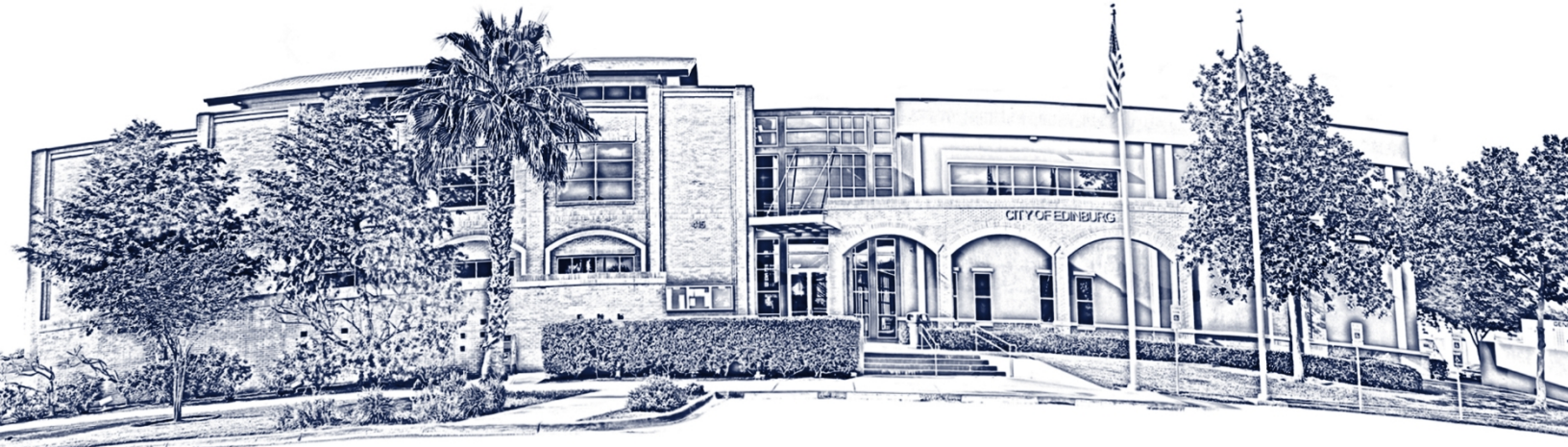
Prepared by:

Maria Ortiz, Administrative Assistant

Attachments:

A. Proclamation: Adolfo Zapata

PROCLAMATION



ADOLFO ZAPATA COMMUNICATIONS SUPERVISOR POLICE DEPARTMENT

WHEREAS, on March 05, 2002, Adolfo Zapata was hired by the City of Edinburg Public Safety/Police Department as a Dispatcher; and,

WHEREAS, on October 07, 2019, Mr. Adolfo Zapata as reclassified from Dispatcher to a Communications Operator; and,

WHEREAS, on June 28, 2021, Mr. Adolfo Zapata was promoted to Communications Supervisor from Communications Operator; and,

WHEREAS, Mr. Adolfo Zapata attended numerous trainings where he received/held the following certificates: Certificate of Completion: Completions-Power PhoneTexas; TX A&M Engineering Extension Service; HR Consortium-Annual Supervisor Seminar; J.J. Keller and Associates-Reasonable Suspicion Testing: What Supervisors need to know; Certificate of Training: TX Department of Public Safety-NCIC/TCIC Policy and Procedures Training; Certificate of Attendance: TX Municipal League Intergovernmental Risk Pool; Autism Risk and Safety Management; Certificates of Employee Appreciation; and numerous City of Edinburg Training Acknowledgements; and,

WHEREAS, Mr. Adolfo Zapata received/held the following Certification Licenses: Master Telecommunicator License; NIMS-ICS-100, NIMS-ICS-300, FEMA-IS-00100.B, FEMA-IS-00200.B, FEMA-IS-00700.A, and FEMA-IS-00800.C; and,

WHEREAS, on March 16, 2025, after 20 years of service Mr. Adolfo Zapata retired from the City of Edinburg.

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

ADOLFO ZAPATA COMMUNICATIONS SUPERVISOR POLICE DEPARTMENT

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

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Edinburg, Texas, a Municipal Corporation, to be affixed on this the 15th day of April, 2025.

CITY OF EDINBURG, TEXAS

ATTEST:

By: _____
Ramiro Garza, Jr., Mayor

By: _____
Clarice Y. Balderas, City Secretary





CITY OF EDINBURG - CITY COUNCIL

Meeting Date: April 15, 2025

PROCLAMATIONS/RECOGNITIONS

Agenda Item No: 6.C.

Present the Recipient for the Employee of the Month Award

1. Agenda Item:

Present the Recipient for the Employee of the Month Award for the Month of February 2025.

[Belinda Torres, Director of Human Resources/Civil Service]

2. Description:

The City of Edinburg Employee Engagement Committee assists to promote employee appreciation and recognition. The City would like to recognize the recipient for the Employee of the Month for the month of February 2025.

The recipient for the month of February 2025 is Ashley Garcia, Media and Graphics Designer from the Library and Cultural Arts Department.

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

The Edinburg City Council would like to recognize Ashley Garcia for being a loyal, dedicated employee of the City of Edinburg.

3. Staff's Recommendation:

Present the Recipient for the Employee of the Month Award for the Month of February 2025.

Reviewed by:

Belinda Torres, Director of Human Resources/Civil Service

Prepared by:

Belinda Torres, Director of
Human Resources/Civil
Service

Attachments:

None



CITY OF EDINBURG - CITY COUNCIL

Meeting Date: April 15, 2025

PRESENTATIONS AND REPORTS

Agenda Item No: 8.A.

Drainage Projects

1. Agenda Item:

Presentation on the Status of Current Storm Drainage Improvement Projects. [Mardoqueo Hinojosa, P.E., CFM, City Engineer]

2. Description:

Presentation regarding status on the current storm drainage improvement projects.

3. Staff's Recommendation:

Presentation on the status of current storm drainage improvement projects.

Reviewed by:

Tomas Reyna, Assistant City Manager

Prepared by:

Mardoqueo Hinojosa, City
Engineer

Attachments:

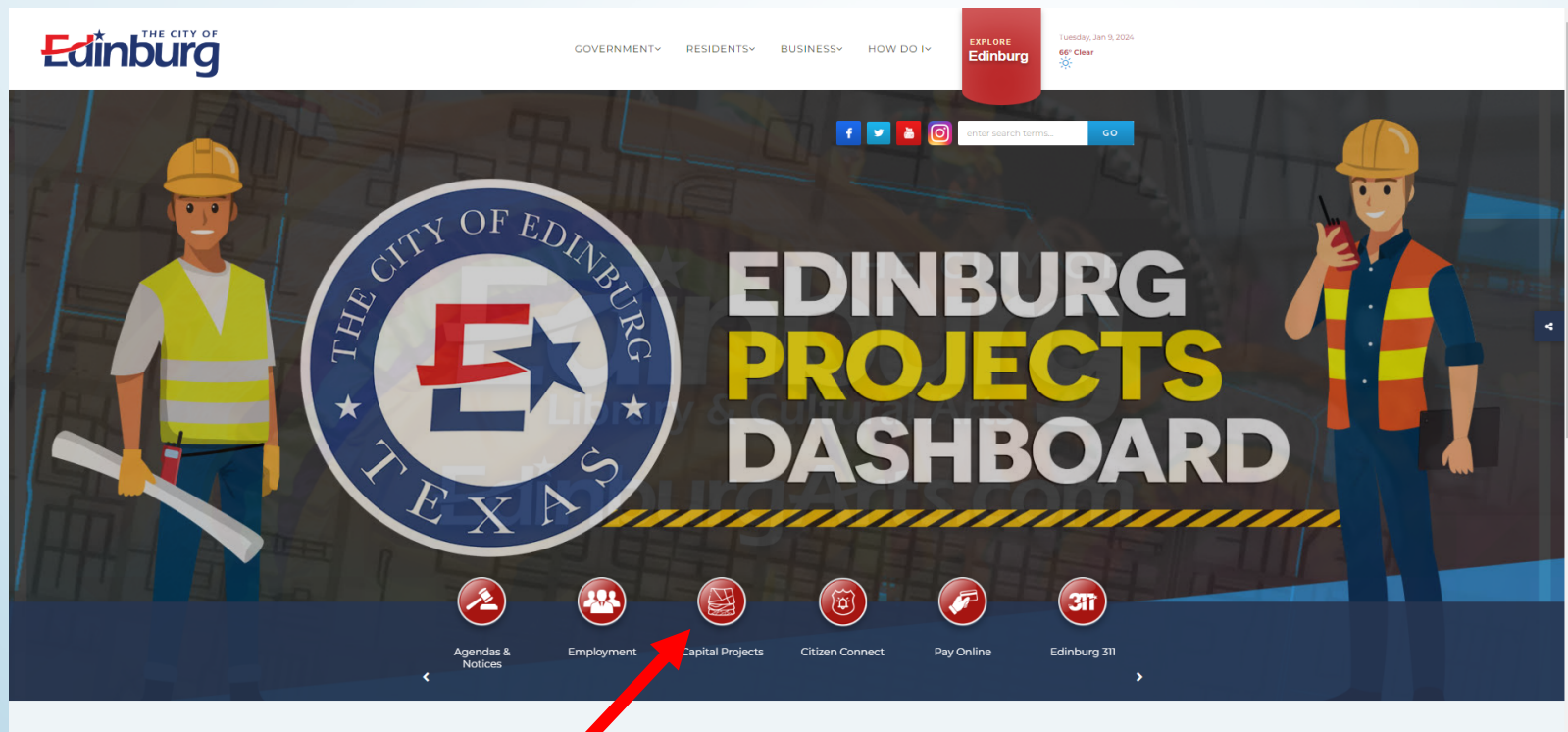
A. Engineering CIP Presentation 250415 Update



Storm Drainage Projects
April 15, 2024
Engineering Department



Capital Projects Dashboard



Capital Projects Dashboard (Cont.)

 CITY OF EDINBURG

CONSTRUCTION PROJECTS

Transparent access to project details and financial information.

Construction Projects helps the city maintain, improve and/or develop the city's infrastructure, assets, and amenities. Management of these projects will serve as quality control and quality assurance that all requirements are met for public infrastructure to better serve our citizens and improve quality of life.

Total Construction Projects	Total Public Investment (dollars)
41	73,621,064.69



CONSTRUCTION PROJECTS

Review the progress and status of projects within the City of Edinburg by using our dashboard. Our projects progress is broken down into the following project phases: Construction, Design, Planning, Acquisition and Completed.

[CLICK HERE TO VIEW OUR CONSTRUCTION PROJECTS](#)

Public Infrastructure Projects Advisory Committee (PIPAC)

[VIEW OUR CURRENT PIPAC PACKET](#)[VIEW OUR PREVIOUS PIPAC PACKET](#)

3



2022-2025 Completed Project List

Engineering

Engineering		
Lull Area Detention Pond	Brennaaleen Cedar	Stadium-Dawson Improvements.
Hobbs Drainage	Fairhaven Drainage Ditch Expansion	Schunior Detention Pond Phase 3
Veterans Detention Pond Phase 1	Brenda Drainage Ditch Expansion	
Schunior Detention Pond Phase 2	Kimberly Drainage Ditch Expansion	

Lull Subdivision (Completed)



Veterans Detention Pond Phase 1 (Completed)



Schunior Detention Pond Phase 2 (Completed)



Schunior Detention Pond Phase 3 (Completed)



Hobbs Drainage (Completed)



Brennaaleen Cedar Ph 2(Completed)



Fairhaven Drainage Ditch Expansion (Completed)



Brenda Drainage Ditch Expansion (Completed)



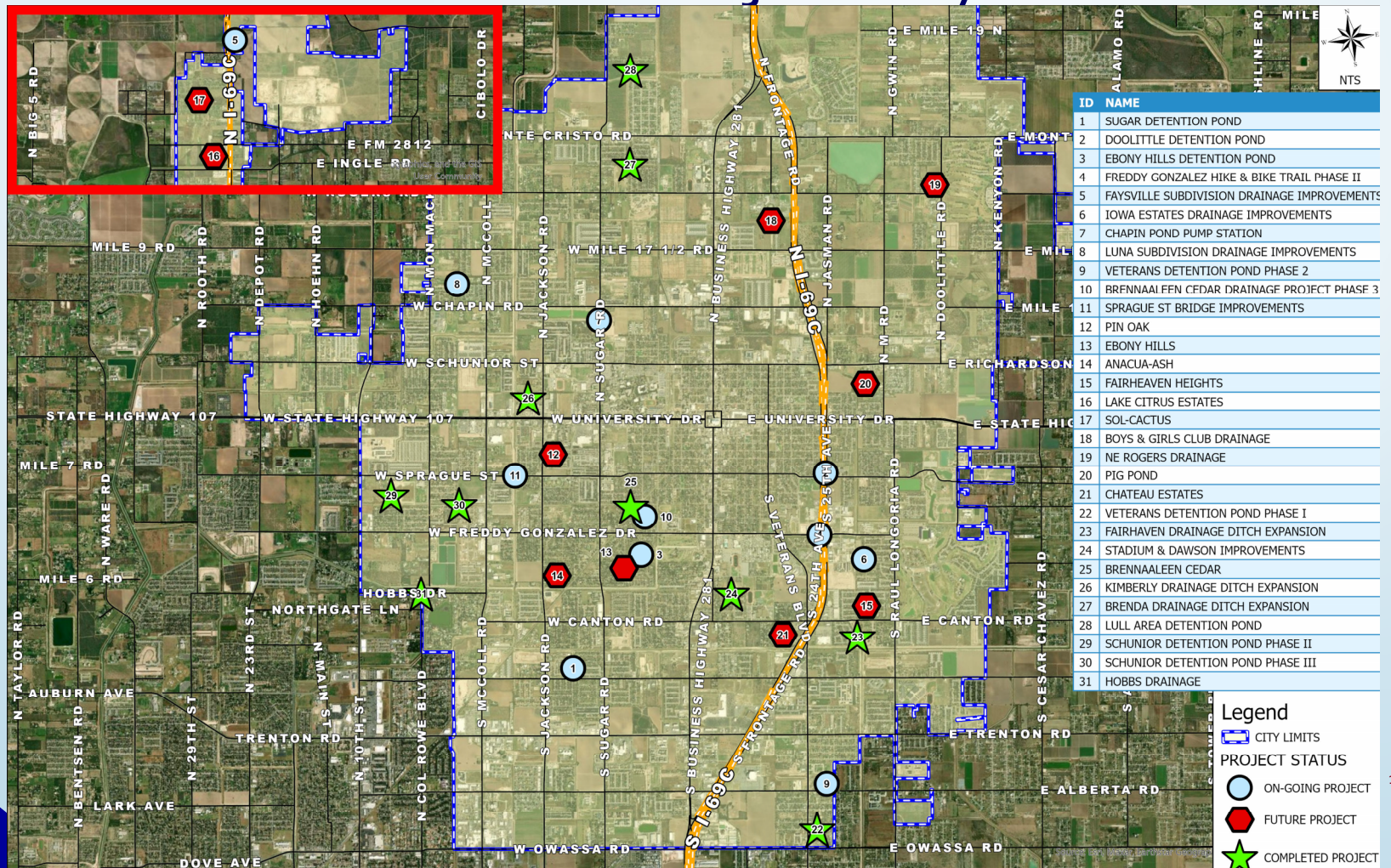
Kimberly Drainage Ditch Expansion (Completed)



Stadium-Dawson Drainage Improvements (Completed)



Overall Project Layout



16

Current Active Drainage Projects

Engineering



Active Project List

Engineering

Project	Phase	Status
Doolittle Detention Pond	Construction	Construction to be completed approximately in September 2025
Chapin Pond Pump Station	Bidding	Design complete. Procurement documentation began. Expected construction in June/July 2025.
Brennaaleen Cedar Drainage Phase 3	Acquisition	Project in acquisition. Design at 100%. Expected to bid summer 2025.
Veterans Detention Pond Phase 2	Design/Acquisition	Project in acquisition. Design at 90%. Expected to bid fall 2025.
Sugar Detention Pond	Design/Acquisition	Project in acquisition. Design at 50%. Expecting to bid late 2025.
Sprague Street Bridge – Bridge Grant	Funding	Design complete. Seeking funding.
Chateau Estates	Funding	In-house design. Seeking funding
Luna Subdivision Drainage Improvements	Design	In-house design complete. Seeking funding.
Ebony Hills Detention Pond	Design	In-house design advanced at 60% for potential phase 1. Seeking funding.
Iowa Estates Drainage	Funding	Grant application
Faysville Drainage	Funding	Grant application

Doolittle Detention Pond (73%)





Questions?



CITY OF EDINBURG - CITY COUNCIL

Meeting Date: April 15, 2025

PRESENTATIONS AND REPORTS

Agenda Item No: 8.B.

Presentation on Stormwater System

1. Agenda Item:

Presentation from the Department of Public Works on the Impact of Leaf and Grass Clippings within the Stormwater System. [Vincent Romero, Director of Public Works]

2. Description:

Presentation regarding the impact leaf and grass clippings have on the city's stormwater system.

3. Staff's Recommendation:

Presentation from the Department of Public Works on the Impact of Leaf and Grass Clippings within the Stormwater System.

Reviewed by:

Vincent Romero, Director of Public Works

Tomas Reyna, Assistant City Manager

Prepared by:

Vincent Romero, Director of
Public Works

Attachments:

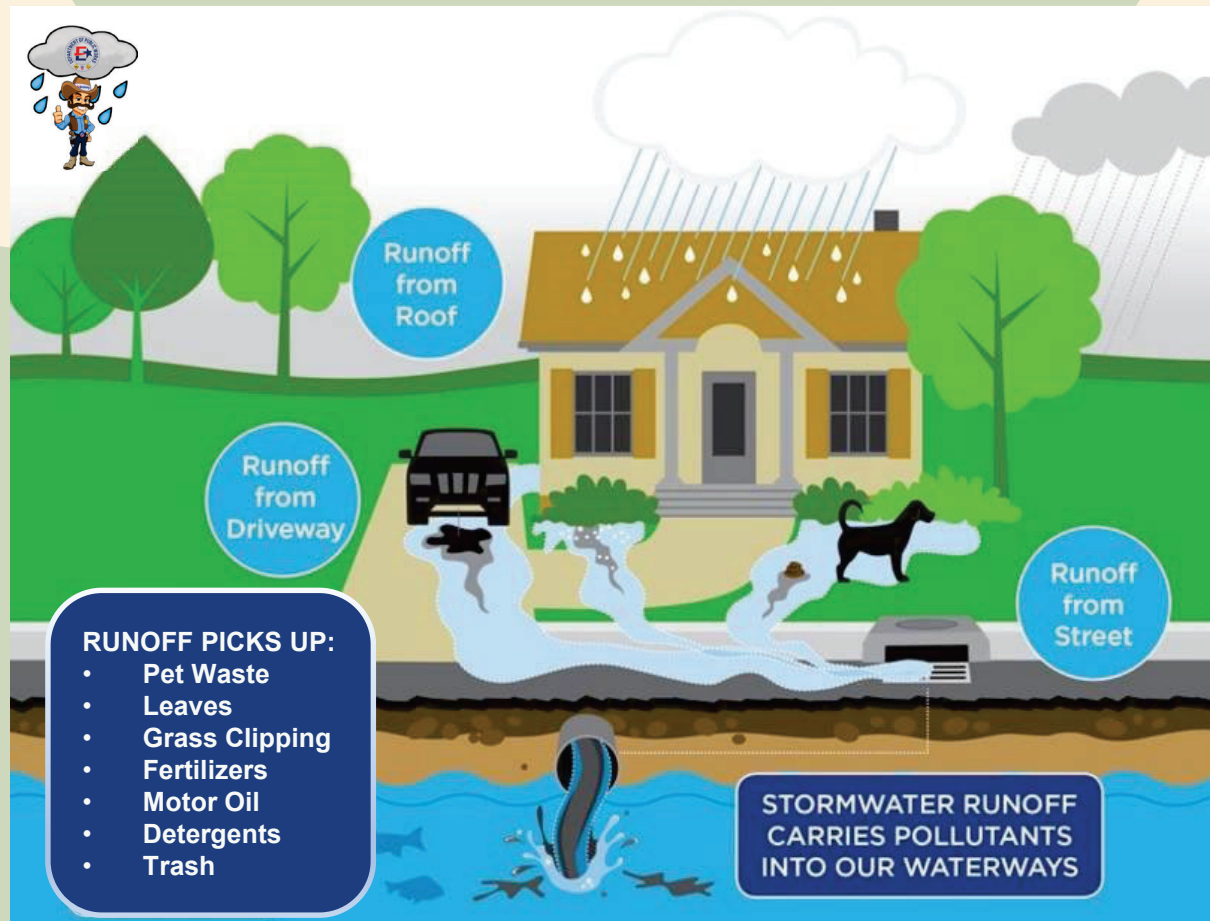
A. Organic Impact to Stormwater System



Impact of Leaf and Grass Clippings on Stormwater Systems: A Management Report by Public Works Department



Storm Drain Systems are Separate from Wastewater System



Clean Water Act of 1972

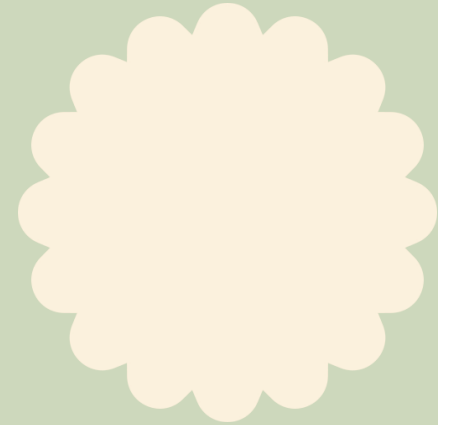
Clean Water Act

- The Clean Water Act is a 1977 amendment to the Federal Water Pollution Control Act of 1972
 - Set the basic structure for regulating discharges of pollutants in the US
- The law gave EPA the authority to set water quality standards for industry and for all contaminants in surface waters
- The CWA makes it unlawful for any person to discharge any pollutant from a point source into navigable waters unless a permit (NPDES) is obtained
- The amounts and types of pollutants that can be discharged or allowed to run in to waters from watersheds are regulated





Stormwater Permit TXR040323



TEXAS COMMISSION ON ENVIRONMENTAL QUALITY Texas Pollutant Discharge Elimination System Small Municipal Separate Storm Sewer System (MS4) General Permit

The Notice of Intent (NOI) for the Small MS4 listed below was received on July 23, 2019. The intent to discharge stormwater associated with the Small MS4 under the terms and conditions imposed by the Texas Pollutant Discharge Elimination System (TPDES) Small MS4 General Permit TXR040000 is authorized. The MS4 Operator's TPDES Small MS4 General Permit authorization number is:

TXR040323
Coverage Effective: 12/5/2008
MS4 Level: MS4 LEVEL 3

TCEQ's Small MS4 General Permit requires certain stormwater pollution prevention and control measures, possible monitoring and reporting, and periodic inspections. Among the conditions and requirements of this permit, you must have prepared and implemented a stormwater management program (SWMP) that is tailored to your MS4. As an MS4 authorized to discharge under the Small MS4 General Permit, all terms and conditions must be complied with to maintain coverage and avoid possible penalties. A copy of this document should be kept with your SWMP.

PROJECT/SITE INFORMATION:

RN105591838
CITY OF EDINBURG MS4
AREA WITHIN THE CITY OF EDINBURG LIMITS THAT IS LOCATED WITHIN THE
MCALLEN URBANIZED AREA
EDINBURG, TX 78540
HIDALGO COUNTY

OPERATOR:

CN600647978
CITY OF EDINBURG
415 W UNIVERSITY DR
EDINBURG, TX 78539-4353

The Small MS4 General Permit and all authorizations expire on January 24, 2024, unless otherwise amended. For technical questions, you may contact the Stormwater Team at SWG@tceq.texas.gov or by telephone at (512) 239-4671. Also, you may obtain general permit information about your authorization on the TCEQ website at https://www2.tceq.texas.gov/wq_dpa/

Issued Date: 1/24/2024

K. Keel
FOR THE COMMISSION

- Permit is under Review for 2025 by TCEQ
- We will receive an update may of 2025



Stormwater Management Program Requirements

Every MS4 has a different Storm Water Management Program Depending on the Phase of the City.

Basic Requirements From The City of Edinburg's Storm Water Management Program.

- Public Education and outreach on storm water impacts.
- Public Involvement/ Participation.
- Illicit Discharge Detection and Elimination
- Construction Site Stormwater runoff control
- Construction Inspection, Industrial Inspection,
- Post-Construction Storm water Management in New Development and Redevelopment.
- Reduce discharge of pollutants from the MS4 to the Maximum Extent Practicable (MEP)
- Protect water quality
- Include Structural BMP's for Minimum Control Measures
- Adopt Stormwater Ordinance.



When it Rains, Stormwater runoff picks up pollutants as it flows over our roofs, lawns, driveways and streets. Pollutant Stormwater flows into our inlets and flows directly into the Laguna Madre.

- Ordinance 98.30 outlines prohibited discharges, droppings or placement of grass clippings, brush cuttings or rubbish that may be washed into the waterways or MS4 system
- The violations of this ordinance will be deemed a misdemeanor, and upon conviction can be subject to a fine of \$250 - \$2000 per day
- Storm Water Management Program works to reduce the amount of pollutants that enter the Storm sewer system to keep drainage pipes clear and our waterways safe from contaminants



Stormwater Ordinance #98.300

To regulate and reduce pollution that enters the waters of the State of Texas and the United States by way of the City's Municipal Separate Storm Sewer System.

Section O: Grass trimmings, leaves, and limbs.

- No person shall intentionally or recklessly place or cause or allow to be placed or dropped, brush cuttings, grass clippings, grass, and/or rubbish on the street or in the inlets of any street in the city limits in such a manner that the same may be washed by water flowing into any bodies of water and/or the MS4.

Section R: Prohibited discharges.

No person shall place or drop, or cause or allow to be placed or dropped, brush cuttings, clippings, or rubbish within the MS4 or on any street in the city in such a manner that the same may be washed by the flow of water into the MS4.

Section U: Violation, Non-Compliance and Penalties

Any person who shall violate any provision of this Ordinance shall be deemed to be guilty of a Misdemeanor and shall upon conviction be fined a minimum amount of not less than two hundred and fifty dollars (\$250.00) per violation per day and a maximum amount of not more than two thousand dollars (\$2,000) per day.



Inspections and Monitoring

Routine outfall and inlet inspections – once every two weeks the stormwater specialist conducts inspections of our inlets and outfalls to detect any blockages, illicit discharges or algae blooms at outfalls due to grass clippings or fertilizers



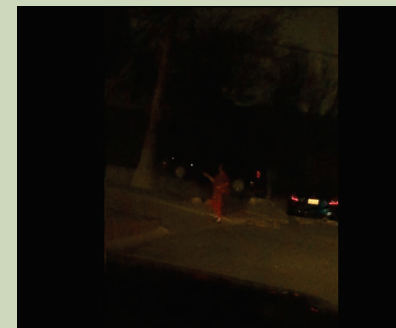
Grass Clipping on street/inlet complaints - Specialist will go out see if there is any grass clippings on the street or inlet provided by complainant. Contact with resident or landscaper will be made; informing or reminding them of the city ordinance. A re-inspection will be conducted in the afternoon or before the end of the day to ensure compliance.



- Citations are given where possible, the court requires evidence of the act in progress in the form of photos or videos.
- Source of grass clipping complaints: seeclickfixes, office phone calls, reports from other departments.

Inlets/Outfalls 2025

Inspection Type	Inspection Numbers
Inlets	52
Outfalls	45
Grass Clipping Complaints	6



Street Sweeping Program

Sweeping Program YTD 2025

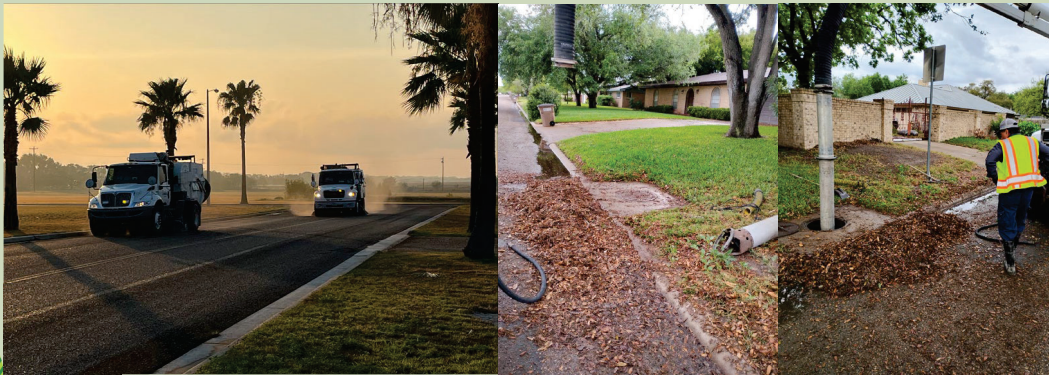
Gutter Miles	
Arterial	424
Residential	295
Total	719
Debris	
Cubic Yards	369
Tons	519.8

Street sweeping has a positive impact on flood management, stormwater quality and overall environmental health by removing:

- Leaves and organic debris (which contribute to nutrient pollution and algae blooms)
- Fine sediment and metals (which can be toxic to aquatic life)
- Trash and plastics (which harm wildlife and degrade water quality)

Benefits:

- Prevents clogging of drainage systems (reducing localized flooding)
- Reduces pollutant load entering storm drains
- Helps municipalities meet MS4 permit requirements.



You can help keep our Drainage system clear
by Following these easy green habits.

- Bag your grass clippings and leaves
- Do not blow grass clipping into the street
- Put your brush out during the week of scheduled pick up
- Do not place brush and debris in the street or swale, place it behind the curb.



Illicit Discharge Detection and Elimination

Please Report

1. Grass Clippings on Street
2. Illicit Discharges
3. Illegal Dumping in drains

**Stormwater Hotline
956-388-8999**



Thank You!



Any Questions

Stormwater Hotline 956-388-8999





CITY OF EDINBURG - CITY COUNCIL

Meeting Date: April 15, 2025

PRESENTATIONS AND REPORTS

Agenda Item No: 8.C.

Permit 956C

1. Agenda Item:

Presentation Regarding Funding Request Overview for Permit 956C. [Ramiro Gomez, Director of Solid Waste Management]

2. Description:

Presentation regarding funding request for permit 956C infrastructure projects for City of Edinburg Landfill.

3. Staff's Recommendation:

Presentation Regarding Funding Request Overview for Permit 956C.

Reviewed by:

Prepared by:

Ramiro Gomez, Director of
Solid Waste Management

Attachments:

A. Presentation Permit 956C



FUNDING REQUEST OVERVIEW FOR PERMIT 956C



PERMIT 956C

SCHEDULE OF DEVELOPMENT

30 TAC §330.61(d)(9)(B)&(C)

- ▶ Anticipated schedule of development consists of five (5) operational sequences which may be incrementally constructed wholly or partially in any sequence for operational feasibility and with financial consideration.
 - ▶ Operational Sequence I – Phase I
 - Funding - Certificate of Obligation - Series 2021
 - Engineering and Bid Documents Awarded – 2023
 - Currently under Construction – NTP issued April 1st 2025
 - ▶ Operational Sequence I – Phase II and Operational Sequence II – Phase I
 - Engineering and Bid Documents Awarded - 2023
 - Proposed Construction Funding for Council Consideration - Issuance of Combination Tax And Limited Pledge Revenue Certificates Of Obligation, Series 2025

Subsequent sequences and construction will be undertaken at their appropriate filling and development phases prioritizing waste disposal needs.



OPERATIONAL SEQUENCE I - PHASE I

Funded By Series 2021 Bond

- ▶ Allows Continued Waste Placement in Units 5 and 6.
- ▶ Allows Construction of the southern portion of Unit 7, Cells 1-7.

Operational Sequence I	Waste Fill	Waste placement in Units 5 and 6.	
	Excavation	Excavate the southern portion of Unit 7 for soil borrow.	
	Cell Construction	Construct the southern portion of Unit 7, Cells 1-7	
	Storm Water Control Features	Amend existing and construct additional perimeter channels and construct storm water Ponds W1, W2, W6, E1, and E2	
	Groundwater Monitoring System	Abandon	MW-1R, MW-8R, MW-7R, MW-4A, MW-11, MW-15R, MW-16, MW-19, MW-14R, MW-20, MW-17, & MW-21
		Install	MW-101, MW-102, MW-103, MW-104, & MW-105
		Abandon	GP-32, GP-33, GP-18, GP-19R, GP-36, GP-37, GP-38, GP-39, GP-40, GP-41, GP-42, & GP-43
	Landfill Gas Monitoring System	Install	GP-101, GP-102, GP-103 & GP-104



OPERATIONAL SEQUENCE I - PHASE II AND OPERATIONAL SEQUENCE II – PHASE I Funded by Proposed Series 2025 Bond

- ▶ Allows Waste Placement in southern portion of Unit 7, Cells 1-7.
- ▶ Allows Construction of the northeast portion of Unit 7, Cells 6-9.

Operational Sequence II	Waste Fill	Waste placement in southern portion of Unit 7, Cells 1–7	
	Excavation	Progressively excavate Unit 7 adjacent to sequential cell development for soil borrow.	
	Cell Construction	Construct the northeast portion of Unit 7, Cells 6 – 9	
	Storm Water Control Features	Construct storm water Ponds W3, W4, and W5.	
	Groundwater Monitoring System	Install	MW-119, MW-120, MW-121, MW-122, MW-123, MW-124, MW-125, & MW-126
	Landfill Gas Monitoring System	Install	GP-119, GP-120, GP-121, GP-122, GP-123, GP-124, GP-125, & GP-126
	Final Cover Placement	North, west, and south side slopes of Unit 5 and north and south of Unit 6	



ACTIVE LANDFILL CONTRACTS

	City of McAllen	Hidalgo County	Waste Management	Waste Connections	City of San Juan	City of Donna	City of Hidalgo	City of Weslaco	Willacy County
Effective Date	3/21/2025	1/1/2015	1/1/2016	9/20/2022	3/18/2025	8/6/2024	12/1/2020	9/1/2020	6/4/2015
Expiration Date	12/31/2035	12/31/2025	12/31/2026	1/19/2041	12/31/2035	12/31/2034	12/31/2027	9/1/2027	12/31/2026
Contract Term	10	10	10	20	10	10	7	7	11
Contracted Auto Renewal Terms	(2) 5 YR	(1) 5 YRS	(2) 5 YRS	(1) 5 YRS	(1) 5 YRS	(1) 5 YRS	(1) 5 YRS	(1) 5 YRS	(1) 5 YRS
Contract Value	\$26M	\$8.5M	\$15.3M	\$37.7M	\$6.3M	\$1.1M	\$2.3M	\$5.5M	\$120K



PROJECT TIMELINES

		MARCH	APRIL	MAY	JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	JANUARY	FEBRUARY
1	LANDFILL PERIMETER OP SEQUENCE 1 (2021 BOND)		NTP					FINAL/ DEMOB					
2													
3													
4	MODULE 5 (2021 BOND)		BID ADVERTISEMENT / AWARD TIME	NTP			FINAL						
5													
6													
7	2025 BOND		ADVERTISEMENT / ISSUANCE		FUNDING								
8													
9													
10	LANDFILL PERIMETER OP PHASE 2 and SEQUENCE 2			BID ADVERTISEMENT / AWARD TIME	NTP						FINAL		
11													
12	UNIT 7 D 1A (2021 BOND)						BID ADVERTISEMENT / AWARD TIME	NTP			FINAL		
13													
14													



April 15, 2025



CITY OF EDINBURG

PLAN OF FINANCE

COMBINATION TAX AND LIMITED PLEDGE REVENUE CERTIFICATES OF OBLIGATION, SERIES 2025

ESTRADA  HINOJOSA
INVESTMENT BANKERS

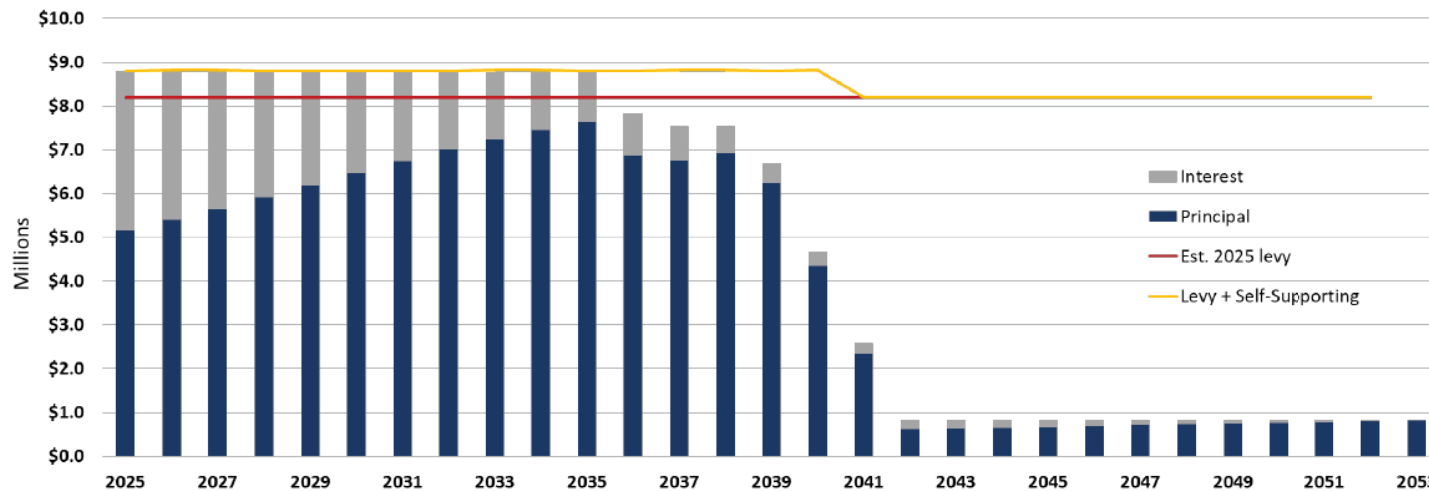
Dallas • Austin • Chicago • Denver • Houston • Miami • New York • Rio Grande Valley • San Antonio



GENERAL OBLIGATION OUTSTANDING DEBT

Ratings	
Agency	Rating
S&P	AA-
Fitch	AA

General Obligation Debt Outstanding				Historical Tax Rate (Fiscal Year)					
Series	Outstanding	Callable	Call Date	Fiscal Year	2021	2022	2023	2024	2025
Comb Tax & Ltd Pledge Rev C/O Ser 2023 (SIB)	\$ 14,500,000	\$ 14,500,000	Anytime	M&O	\$ 0.5826	\$ 0.5447	\$ 0.5042	\$ 0.5089	\$ 0.5156
Comb Tax & Ltd Pledge Rev C/O Ser 2021A	21,035,000	15,800,000	3/1/2031	I&S	0.0974	0.1353	0.1358	0.1211	0.1144
GO Ref Bds Ser 2021	2,830,000	1,230,000	3/1/2031	Total	\$ 0.6800	\$ 0.6800	\$ 0.6400	\$ 0.6300	\$ 0.6300
Comb Tax & Ltd Pledge Rev C/O Ser 2021	25,315,000	17,155,000	3/1/2031	Net Taxable Assessed Value (\$bn) and Levy (\$mm)					
GO Bds Ser 2019	22,350,000	17,260,000	3/1/2029						
Comb Tax & Rev C/O Ser 2018	8,535,000	8,340,000	3/1/2026	Fiscal Year	2021	2022	2023	2024	2025*
Comb Tax & Rev C/O Ser 2016	2,645,000	2,445,000	3/1/2026	TAV	\$ 5.16	\$ 5.68	\$ 6.06	\$ 6.96	\$ 7.28
GO Ref Bds Ser 2016	4,020,000	2,945,000	3/1/2026	Levy	\$ 32.04	\$ 33.70	\$ 38.01	\$ 42.97	\$ 44.96
GO Ref Bds Ser 2015	1,255,000	1,255,000	3/1/2025	*Estimate. In process of collections					
Comb Tax & Rev C/O Ser 2015A	5,300,000	5,300,000	3/1/2025						
TOTAL ALL BONDS	\$ 107,785,000	\$ 86,230,000							



TAX RATE IMPACT ILLUSTRATION

Assumed Collection Rate:	97.00%
Target Tax Rate:	\$ 0.1144

Combination Tax and Revenue CO's Series 2025

Par Amount:	\$ 9,250,000
Project Fund:	\$ 9,000,000
TIC:	5.00%

Additional Issuer Contribution	
I&S Balance as of 9/30/2024	\$ 875,912
Less: Additional Contribution	-
Remaining I&S Fund Balance	\$ 875,912

TIC: 5.00%															[H] =
A				E		F	C	D = A:C	E		F = [-C]	G	[H] = SUM(D:F)		[I] / [TAV*%]
Net Taxable Assessed Value (1)								Combined Debt Service	Existing Self-Supporting Debt Service (3)	Additional Solid Waste Self-Supporting (4)	Issuer Contribution/ I&S Fund	Total Net Existing and New Debt Service	Required I&S Tax Rate (6)	FYE	
FYE		NAV Growth	Existing GO Debt Service	Principal	Interest	Debt Service									
2025	7,442,881,194	6.80%	8,779,287	-	-	-	8,779,287	(619,100)	-	-	8,160,187	0.1144	2025		
2026	7,777,810,848	4.50%	8,779,275	195,000	542,417	737,417	9,516,692	(620,100)	(737,417)	-	8,159,175	0.1081	2026		
2027	8,088,923,282	4.00%	8,781,000	295,000	445,375	740,375	9,521,375	(620,100)	(740,375)	-	8,160,900	0.1040	2027		
2028	8,372,035,596	3.50%	8,781,372	310,000	430,250	740,250	9,521,622	(619,100)	(740,250)	-	8,162,272	0.1005	2028		
2029	8,623,196,664	3.00%	8,780,669	325,000	414,375	739,375	9,520,044	(617,100)	(739,375)	-	8,163,569	0.0976	2029		
2030	8,838,776,581	2.50%	8,781,653	340,000	397,750	737,750	9,519,403	(618,975)	(737,750)	-	8,162,678	0.0952	2030		
2031	9,015,552,113	2.00%	8,776,262	360,000	380,250	740,250	9,516,512	(617,200)	(740,250)	-	8,159,062	0.0933	2031		
2032	9,150,785,394	1.50%	8,765,154	375,000	361,875	736,875	9,502,029	(617,000)	(736,875)	-	8,148,154	0.0918	2032		
2033	9,242,293,248	1.00%	8,770,503	395,000	342,625	737,625	9,508,128	(621,350)	(737,625)	-	8,149,153	0.0909	2033		
2034	9,334,716,181	1.00%	8,779,563	415,000	322,375	737,375	9,516,938	(620,550)	(737,375)	-	8,159,013	0.0901	2034		
2035	9,428,063,343	1.00%	8,776,587	435,000	301,125	736,125	9,512,712	(619,550)	(736,125)	-	8,157,037	0.0892	2035		
2036	9,522,343,976	1.00%	7,828,308	460,000	278,750	738,750	8,567,058	(618,350)	(738,750)	-	7,209,958	0.0781	2036		
2037	9,617,567,416	1.00%	7,541,796	480,000	255,250	735,250	8,277,046	(621,900)	(735,250)	-	6,919,896	0.0742	2037		
2038	9,713,743,090	1.00%	7,543,339	505,000	230,625	735,625	8,278,964	(620,200)	(735,625)	-	6,923,139	0.0735	2038		
2039	9,810,880,521	1.00%	6,693,466	535,000	204,625	739,625	7,433,091	(618,300)	(739,625)	-	6,075,166	0.0638	2039		
2040	9,908,989,326	1.00%	4,676,351	560,000	177,250	737,250	5,413,601	(621,150)	(737,250)	-	4,055,201	0.0422	2040		
2041	10,008,079,219	1.00%	2,589,595	590,000	148,500	738,500	3,328,095	-	(738,500)	-	2,589,595	0.0267	2041		
2042	10,108,160,011	1.00%	840,044	620,000	118,250	738,250	1,578,294	-	(738,250)	-	840,044	0.0086	2042		
2043	10,209,241,612	1.00%	843,412	650,000	86,500	736,500	1,579,912	-	(736,500)	-	843,412	0.0085	2043		
2044	10,311,334,028	1.00%	841,318	685,000	53,125	738,125	1,579,443	-	(738,125)	-	841,318	0.0084	2044		
2045	10,414,447,368	1.00%	838,828	720,000	18,000	738,000	1,576,828	-	(738,000)	-	838,828	0.0083	2045		
2046	10,518,591,842	1.00%	840,876	-	-	-	840,876	-	-	-	840,876	0.0082	2046		
2047	10,623,777,760	1.00%	842,396	-	-	-	842,396	-	-	-	842,396	0.0082	2047		
2048	10,730,015,538	1.00%	838,454	-	-	-	838,454	-	-	-	838,454	0.0081	2048		
2049	10,837,315,693	1.00%	839,050	-	-	-	839,050	-	-	-	839,050	0.0080	2049		
2050	10,945,688,850	1.00%	839,118	-	-	-	839,118	-	-	-	839,118	0.0079	2050		
2051	11,055,145,738	1.00%	838,658	-	-	-	838,658	-	-	-	838,658	0.0078	2051		
2052	11,165,697,196	1.00%	842,604	-	-	-	842,604	-	-	-	842,604	0.0078	2052		
2053	11,277,354,168	1.00%	840,956	-	-	-	840,956	-	-	-	840,956	0.0077	2053		
\$ 143,509,895				\$ 9,250,000	\$ 5,509,292	\$ 14,759,292	\$ 158,269,186	\$ (9,910,025)	\$ (14,759,292)	\$ -	\$ 133,599,870				



(1) Net TAV Value for 2025 from Hidalgo County Appraisal Report. All others projected.

(2) For illustration purposes. CM Insured AA/AA- Rates + 50bps as of 4/9/2025. Preliminary, subject to change

(3) Contributions from Los Lagos Golf Club(R2016) and Solid Waste Funds(2021)

(4) Additional Solid Waste Self-Supporting needed to support project.

(5) Bolded tax rates set by the City; all others calculated.

2

ESTRADA HINOJOSA
INVESTMENT BANKERS

SOLID WASTE PRO-FORMA

			2025 CIP Funding Solid Waste (2)			Net Op Rev Avail for DS ⁽²⁾		\$ 9,293,483		
		Par Amount: \$ 9,250,000								
		Project Fund: \$ 9,000,000								
		TIC: 5.00%								
FYE	Net	Exisiting Self-Supporting ⁽²⁾				Total Combined Self-Supp. ⁽³⁾	Coverage Ratio	Surplus after Debt Service	FYE	
9/30	Rev Avail for Debt Service		Principal	Interest	Total					
2024	\$ 9,293,483	\$ 617,100	\$ -	\$ -	\$ -	\$ 617,100	15.06x	\$ 8,676,383	2024	
2025	9,293,483	619,100	-	-	-	619,100	15.01x	8,674,383	2025	
2026	9,293,483	620,100	195,000	542,417	737,417	1,357,517	6.85x	7,935,966	2026	
2027	9,293,483	620,100	295,000	445,375	740,375	1,360,475	6.83x	7,933,008	2027	
2028	9,293,483	619,100	310,000	430,250	740,250	1,359,350	6.84x	7,934,133	2028	
2029	9,293,483	617,100	325,000	414,375	739,375	1,356,475	6.85x	7,937,008	2029	
2030	9,293,483	618,975	340,000	397,750	737,750	1,356,725	6.85x	7,936,758	2030	
2031	9,293,483	617,200	360,000	380,250	740,250	1,357,450	6.85x	7,936,033	2031	
2032	9,293,483	617,000	375,000	361,875	736,875	1,353,875	6.86x	7,939,608	2032	
2033	9,293,483	621,350	395,000	342,625	737,625	1,358,975	6.84x	7,934,508	2033	
2034	9,293,483	620,550	415,000	322,375	737,375	1,357,925	6.84x	7,935,558	2034	
2035	9,293,483	619,550	435,000	301,125	736,125	1,355,675	6.86x	7,937,808	2035	
2036	9,293,483	618,350	460,000	278,750	738,750	1,357,100	6.85x	7,936,383	2036	
2037	9,293,483	621,900	480,000	255,250	735,250	1,357,150	6.85x	7,936,333	2037	
2038	9,293,483	620,200	505,000	230,625	735,625	1,355,825	6.85x	7,937,658	2038	
2039	9,293,483	618,300	535,000	204,625	739,625	1,357,925	6.84x	7,935,558	2039	
2040	9,293,483	621,150	560,000	177,250	737,250	1,358,400	6.84x	7,935,083	2040	
2041	9,293,483	-	590,000	148,500	738,500	738,500	12.58x	8,554,983	2041	
2042	9,293,483	-	620,000	118,250	738,250	738,250	12.59x	8,555,233	2042	
2043	9,293,483	-	650,000	86,500	736,500	736,500	12.62x	8,556,983	2043	
2044	9,293,483	-	685,000	53,125	738,125	738,125	12.59x	8,555,358	2044	
2045	9,293,483		720,000	18,000	738,000	738,000	12.59x	8,555,483	2045	
		\$ 10,527,125	\$ 9,250,000	\$ 5,509,292	\$ 14,759,292	\$ 25,286,417				

⁽¹⁾ Operating Income + depreciation. FYE2024 Audit

⁽²⁾ For illustration purposes. CM Insured AA/AA- Rates + 50bps as of 4/7/2025. Preliminary, subject to change

⁽³⁾ Exisiting Solid Waste Self-Supporting DS from 2021A (33%) and new SS from 2024 (100%)

⁽⁴⁾ Funds remaining post-debt service

⁽⁵⁾ Net Transfer In/Out). FYE2024 audited. 2025 and beyond held constant. Excludes "Existing Self-Supporting"



AADS (24-45)	\$ 1,126,564	8.25x
Max Annual DS:	\$ 1,335,225	6.96x

PRELIMINARY FINANCING TIMETABLE

APRIL							MAY							JUNE							JULY						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
		1	2	3	4	5					1	2	3	1	2	3	4	5	6	7			1	2	3	4	5
6	7	8	9	10	11	12	4	5	6	7	8	9	10	8	9	10	11	12	13	14	6	7	8	9	10	11	12
13	14	15	16	17	18	19	11	12	13	14	15	16	17	15	16	17	18	19	20	21	13	14	15	16	17	18	19
20	21	22	23	24	25	26	18	19	20	21	22	23	24	22	23	24	25	26	27	28	20	21	22	23	24	25	26
27	28	29	30				25	26	27	28	29	30	31	29	30						27	28	29	30	31		

-  Denotes key financing date
 Denotes holiday

Date	Day	Event	Responsibility
April 15, 2025	(Tuesday)	Present Plan of Finance of City Council. City adopts a resolution to publish notice of intent to issue the Certificates of Obligation.	City, FA, BC
April 19, 2025	(Saturday)	Publish first Notice of Intent to issue Certificates. (46 days from pricing)	City, BC
April 26, 2025	(Saturday)	Publish second Notice of Intent to issue Certificates.	City, BC
Week of May 5th		Conference call with Rating Agency/Agencies	City, FA
June 17, 2025	(Tuesday)	Price Certificates. City adopts Order authorizing the sale.	City, FA, BC UW
July 16, 2025	(Wednesday)	Close, deliver Certificates and receive funds.	UW, FA



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Q & A





CITY OF EDINBURG - CITY COUNCIL

Meeting Date: April 15, 2025

PUBLIC HEARINGS

Agenda Item No: 9.A.

Rezoning Request - Manuel Perez

1. **Agenda Item:**

Hold Public Hearing and Consider the Ordinances Providing for the Comprehensive Plan Amendment from Suburban Uses to General Commercial Uses and the Rezoning Request from Residential, Suburban (RS) District to Commercial, General (CG) District, Lot 83, Alberta Heights Landing Subdivision, Located at 421 West Alberta Road, as Requested by Manuel Perez. **(A 4/5 vote is required by the City Council to overturn the Planning & Zoning Commission action.)** [Jaime Acevedo, Director of Planning & Zoning]

2. **Description:**

This property is located on the north side of West Alberta Road, approximately 170 feet east of Calle Divina Street. The property has a total frontage of 106 feet along West Alberta Road and a lot depth of 170.30 feet for a total lot area of 18,051.80 square feet. The requested zoning designation is the Commercial, General (CG) District. This is the primary commercial district, meant to accommodate a wide range of commercial uses, including highway service uses and community or regional commercial, office, and service uses. It is intended to provide for a full range of community and regional scale commercial enterprises, including but not limited to retail, office, restaurant, entertainment, and service. The lot is currently vacant and the applicant indicated the reason for the zone change request is to establish a business at this location.

The property is currently zoned Residential, Suburban (RS) District, which is the primary low-density single-family residential district, intended to permit a wide range of single-family residential uses. This lot is part of the Alberta Heights Landing Subdivision that was recorded on March 1, 2023. Adjacent zoning is Residential, Primary (RP) District to the north, Residential, Suburban (RS) District and Commercial, General (CG) District to the east, and Residential, Suburban (RS) District to the south and west. Surrounding land consists of residential uses. The future land use designation for this property is for Auto-Urban Uses.

Staff mailed a notice of the public hearing to 29 neighboring property owners on Friday, March 14, 2025, and received no comments in favor or against this request at the time this report was prepared. Notice of this public hearing was published in the newspaper on March 26, 2025.

On March 18, 2025, Planning staff met with City of Edinburg development departments to discuss the proposed rezoning. It was determined infrastructure in this area will support the proposed development.

On March 27, 2025, the Planning & Zoning Commission recommended with a unanimous vote of 4-0 to deny the Comprehensive Plan Amendment and the Rezoning Request. (A 4/5 vote is required by the City Council to overturn the Planning & Zoning Commission action.)

3. **Staff's Recommendation:**

Staff recommends denial of the Comprehensive Plan Amendment from Suburban Uses to General Commercial Uses and the Rezoning Request from Residential, Suburban (RS) District to

Commercial, General (CG) District based on surrounding land uses, the character of the area, and Future Land Use designation. If approved, the applicant will need to comply with all requirements during the permitting process including compliance with subdivision regulations, building/fire codes, fire protection, parking, landscape buffer-yards, solid waste services, utility, and other City requirements, as applicable.

Reviewed by:

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

Prepared by:

Rita Guerrero, Assistant
Director of Planning and
Zoning

Attachments:

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

MEETING DATES:
PLANNING & ZONING COMMISSION – 03/27/25
CITY COUNCIL – 04/15/25
DATE PREPARED – 03/19/25

STAFF REPORT
GENERAL INFORMATION

APPLICATION: Comprehensive Plan Amendment from Suburban Uses to General Commercial Uses and the Rezoning Request from Residential, Suburban (RS) District to Commercial, General (CG) District

APPLICANT: Martin G. Salinas and Tanya J. Garcia-Salinas

AGENT: Manuel Perez

LEGAL: Lot 83, Alberta Heights Landing Subdivision

LOCATION: 421 West Alberta Road

LOT/TRACT SIZE: 18,051.80 square feet

CURRENT USE: Vacant Land

PROPOSED USE: Commercial Development

EXISTING ZONING: Residential, Suburban (RS) District

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

LAND USE PLAN: Suburban Uses

PUBLIC SERVICES: City of Edinburg Water and Sewer

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

**REZONING REQUEST
MANUEL PEREZ**

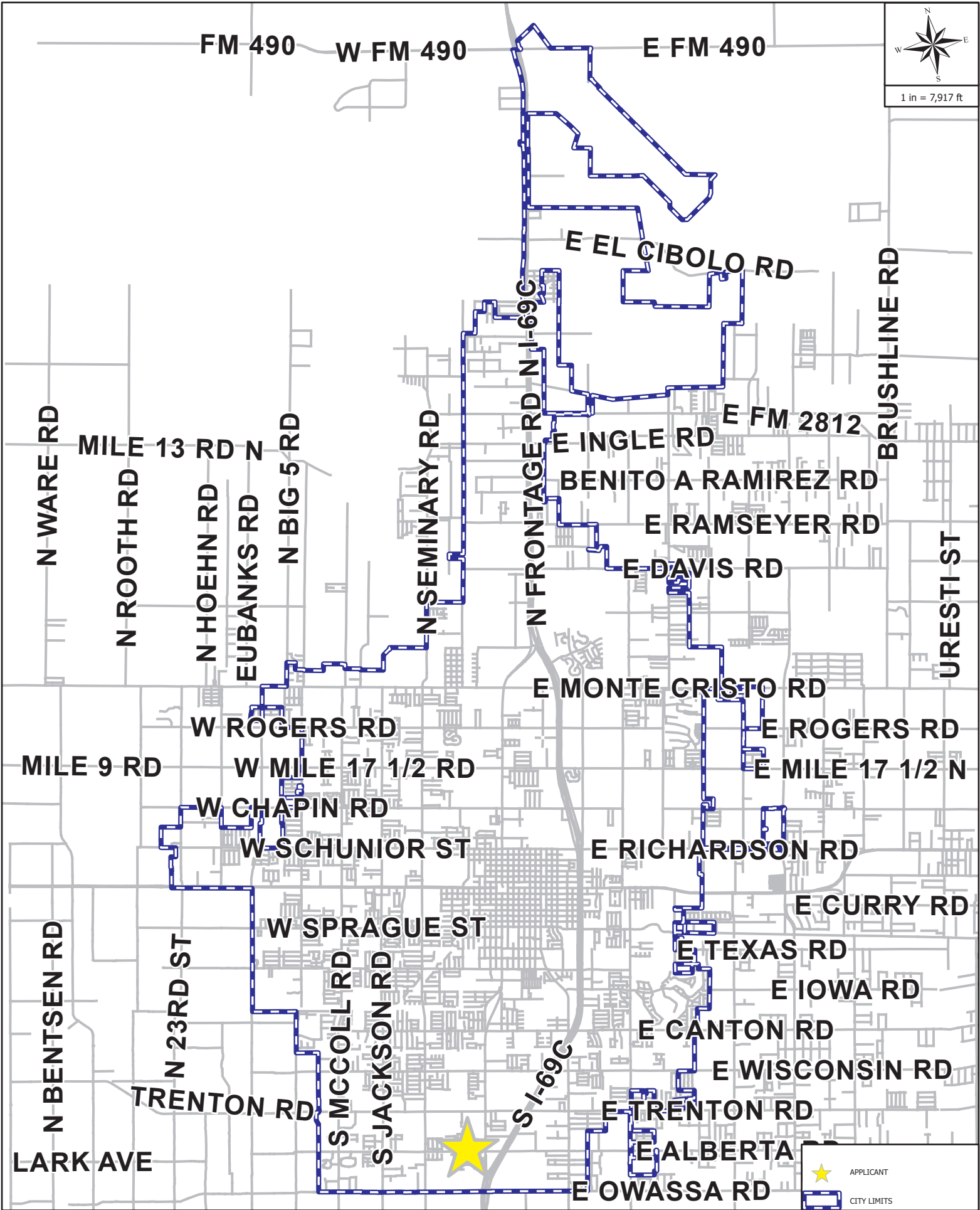
EVALUATION

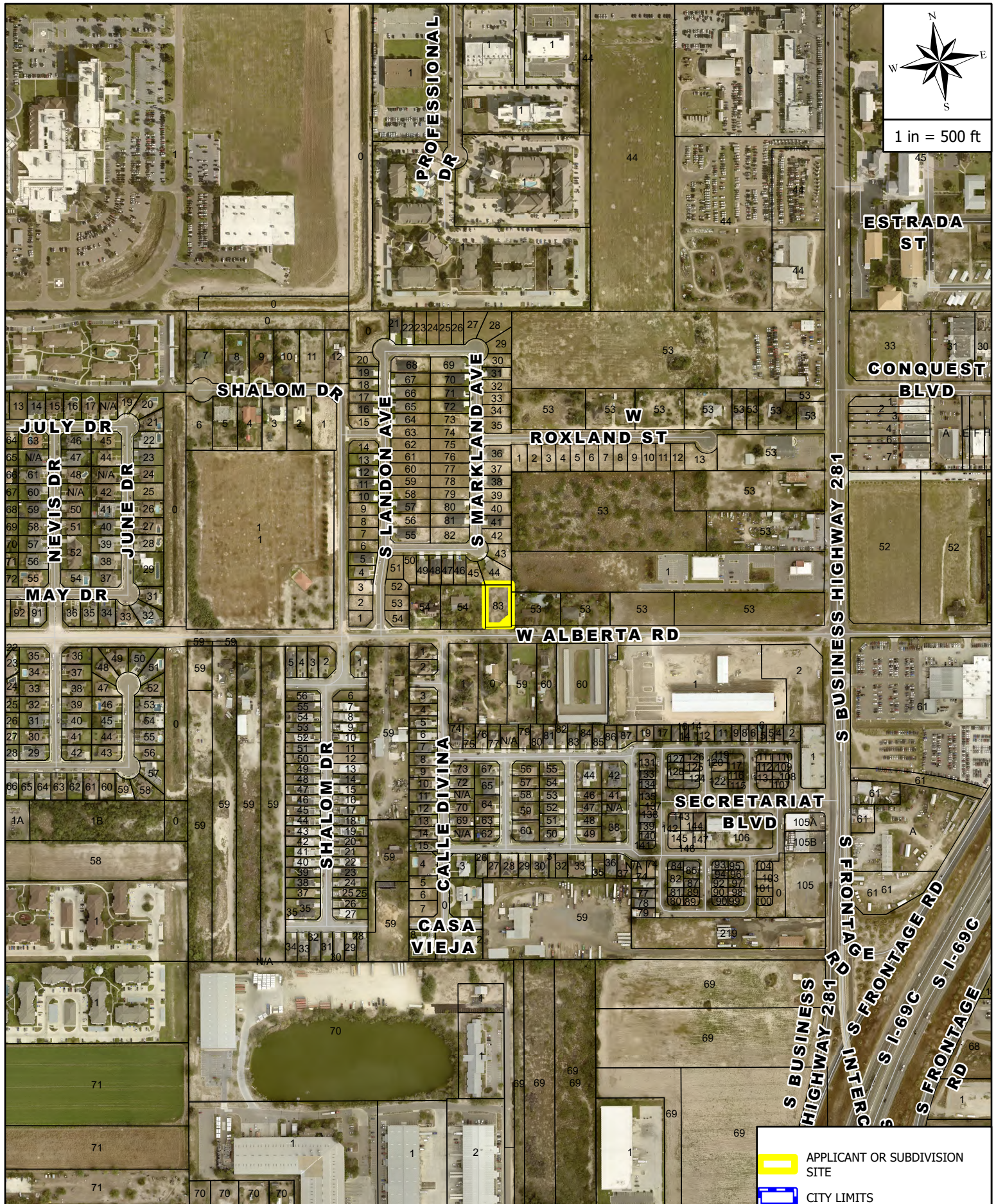
The following is the staff's evaluation of the request:

1. Surrounding land consists of residential uses.
2. The lot is currently vacant and the applicant indicated the reason for the zone change request is to establish a business at this location.
3. The proposed zoning is inconsistent with the Future Land Use Plan.

Staff recommends denial of the Comprehensive Plan Amendment from Suburban Uses to General Commercial Uses and the Rezoning Request from Residential, Suburban (RS) District to Commercial, General (CG) District based on surrounding land uses, the character of the area, and Future Land Use designation. If approved, the applicant will need to comply with all requirements during the permitting process including compliance with subdivision regulations, building/fire codes, fire protection, parking, landscape buffer-yards, solid waste services, utility, and other City requirements, as applicable.

Staff mailed a notice of the public hearing to 29 neighboring property owners on Friday, March 14, 2025, and received no comments in favor or against this request at the time this report was prepared. Notice of this public hearing was published in the newspaper on March 26, 2025.

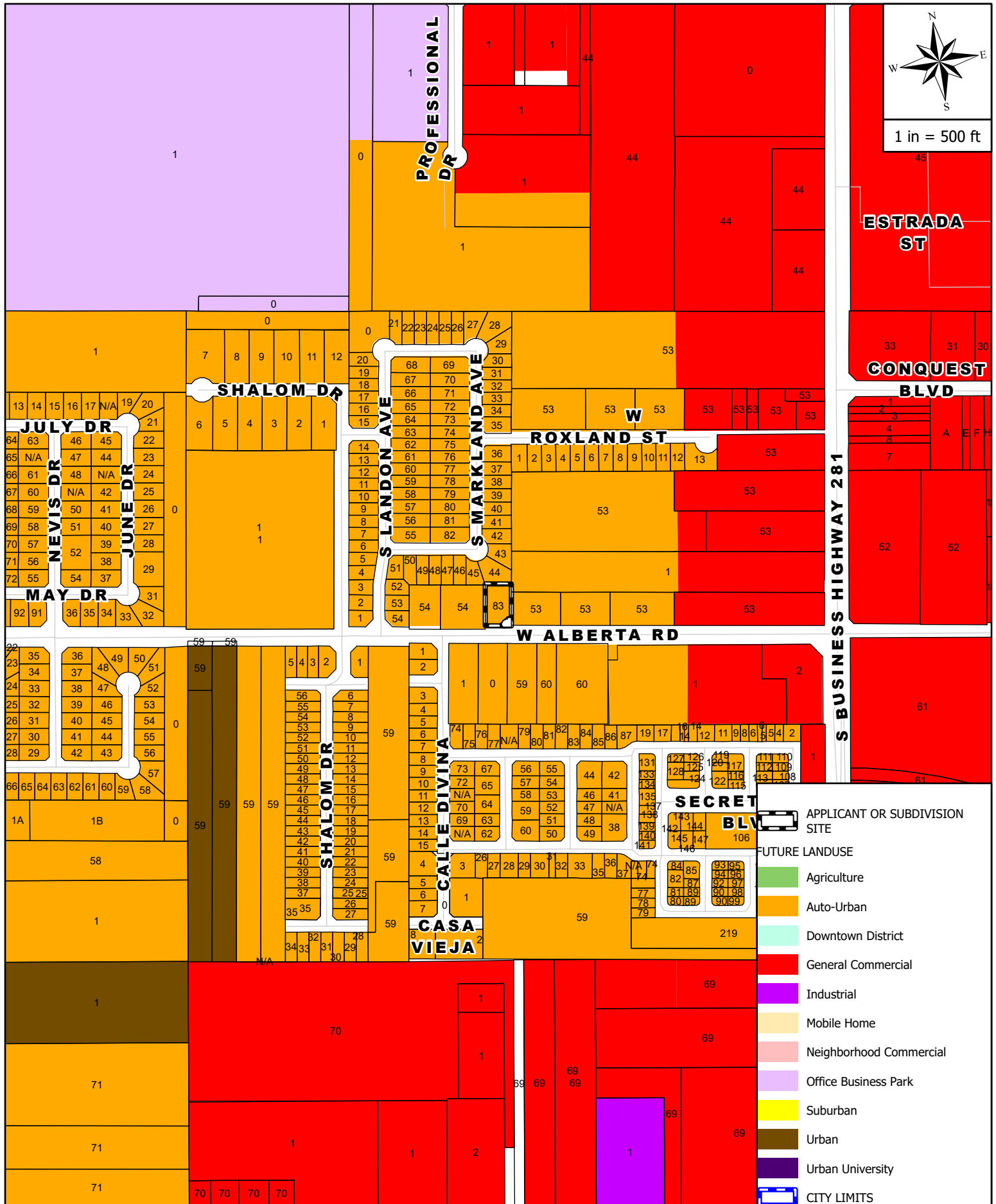




AERIAL MAP

APPLICANT AND/OR SUBDIVISION:

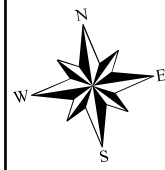
RZNE-2025-0259 421 W ALBERTA RD



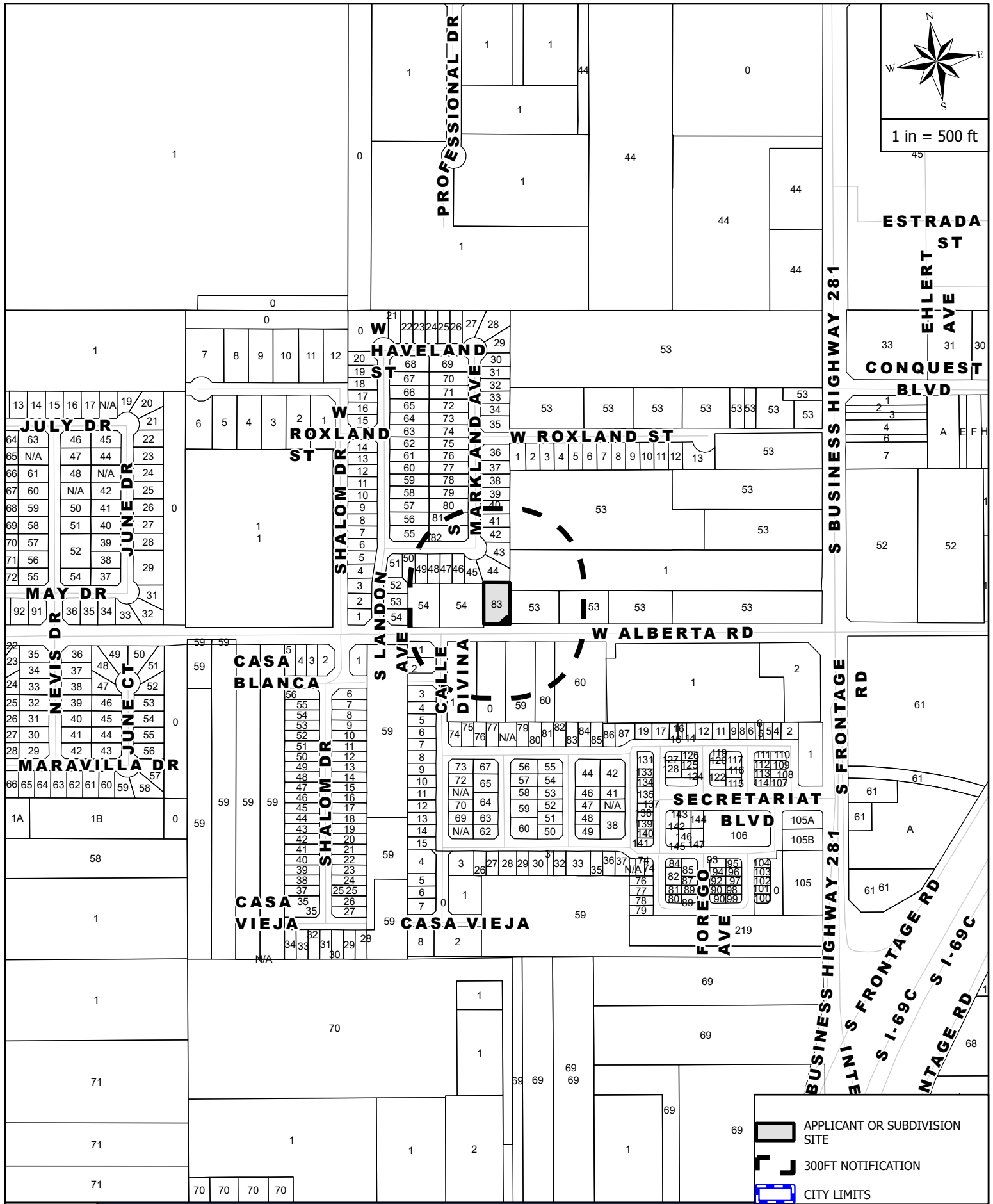
FUTURE LANDUSE MAP

APPLICANT AND/OR SUBDIVISION:

RZNE-2025-0259 421 W ALBERTA RD



1 in = 500 ft



MAILOUT AND SITE MAP
APPLICANT AND/OR SUBDIVISION:
RZNE-2025-0259 421 W ALBERTA RD

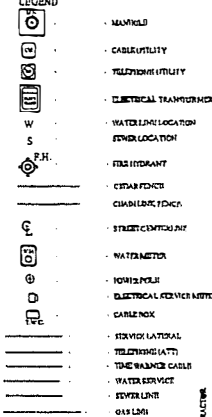
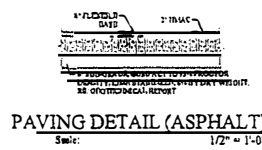
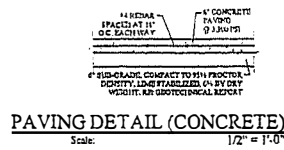
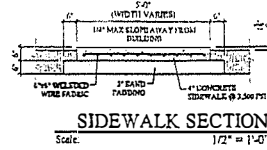
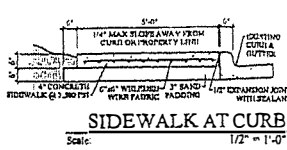


Rezoning Request Site Photo

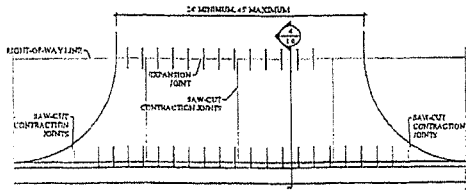
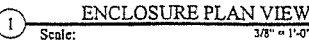
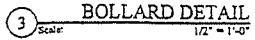
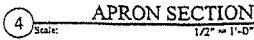
Manuel Perez

421 West Alberta Road

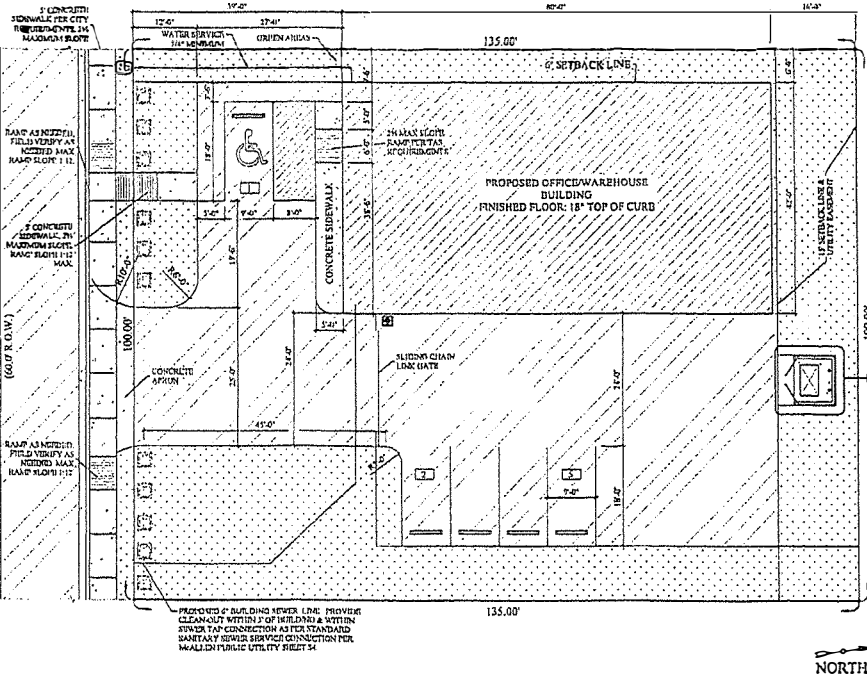




LOT 31	100' WIDE	100' DEEP	100' WIDE	100' DEEP
100' WIDE	100' DEEP	100' WIDE	100' DEEP	100' WIDE
100' WIDE	100' DEEP	100' WIDE	100' DEEP	100' WIDE
100' WIDE	100' DEEP	100' WIDE	100' DEEP	100' WIDE
100' WIDE	100' DEEP	100' WIDE	100' DEEP	100' WIDE
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100' WIDE	100' DEEP	100' WIDE	100' DEEP	100' WIDE
100' WIDE	100' DEEP	100' WIDE	100' DEEP	100' WIDE
100' WIDE	100' DEEP	100' WIDE	100' DEEP	100' WIDE
100' WIDE	100' DEEP	100' WIDE	100' DEEP	100' WIDE



QUANTITY	SYMBOL	LANDSCAPE
8		TEXAS SAGE (2 GALLONS)
1		TEXAS CEDAR HOLLY (2 GALLONS)
1		UPRIGHT ROSEMARY (2 GALLONS)
1		BLUE STAR (2 GALLONS)
1		GOLDEN DUST CROTCH
1		SHADY TREE (2 GALLONS)
1		FLORIDA YELLOW (2 GALLONS)



NOTES:

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF WILLOWDALE, ILLINOIS, AND THE ILLINOIS DEPARTMENT OF TRANSPORTATION (IDOT).
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF WILLOWDALE, ILLINOIS, AND THE ILLINOIS DEPARTMENT OF TRANSPORTATION (IDOT).
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF WILLOWDALE, ILLINOIS, AND THE ILLINOIS DEPARTMENT OF TRANSPORTATION (IDOT).
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF WILLOWDALE, ILLINOIS, AND THE ILLINOIS DEPARTMENT OF TRANSPORTATION (IDOT).
5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF WILLOWDALE, ILLINOIS, AND THE ILLINOIS DEPARTMENT OF TRANSPORTATION (IDOT).
6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF WILLOWDALE, ILLINOIS, AND THE ILLINOIS DEPARTMENT OF TRANSPORTATION (IDOT).
7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF WILLOWDALE, ILLINOIS, AND THE ILLINOIS DEPARTMENT OF TRANSPORTATION (IDOT).
8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF WILLOWDALE, ILLINOIS, AND THE ILLINOIS DEPARTMENT OF TRANSPORTATION (IDOT).
9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF WILLOWDALE, ILLINOIS, AND THE ILLINOIS DEPARTMENT OF TRANSPORTATION (IDOT).
10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF WILLOWDALE, ILLINOIS, AND THE ILLINOIS DEPARTMENT OF TRANSPORTATION (IDOT).

CONTRACTOR: Grande Valley Builders, Inc.

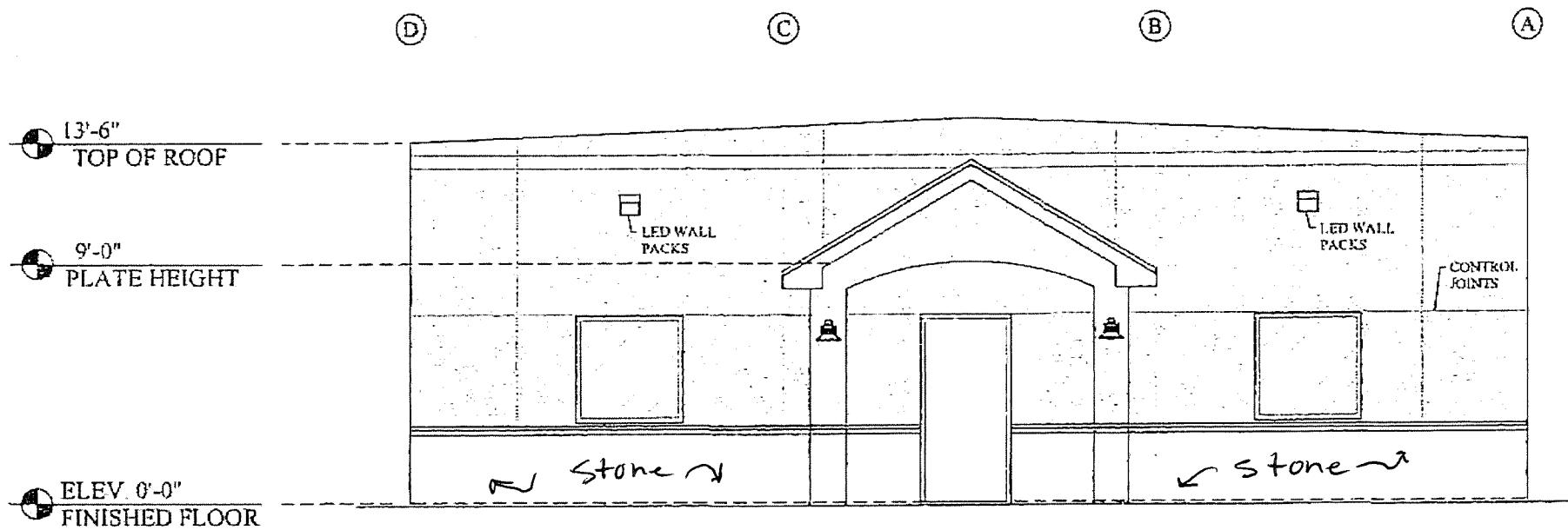
DATE: 10/10/2018

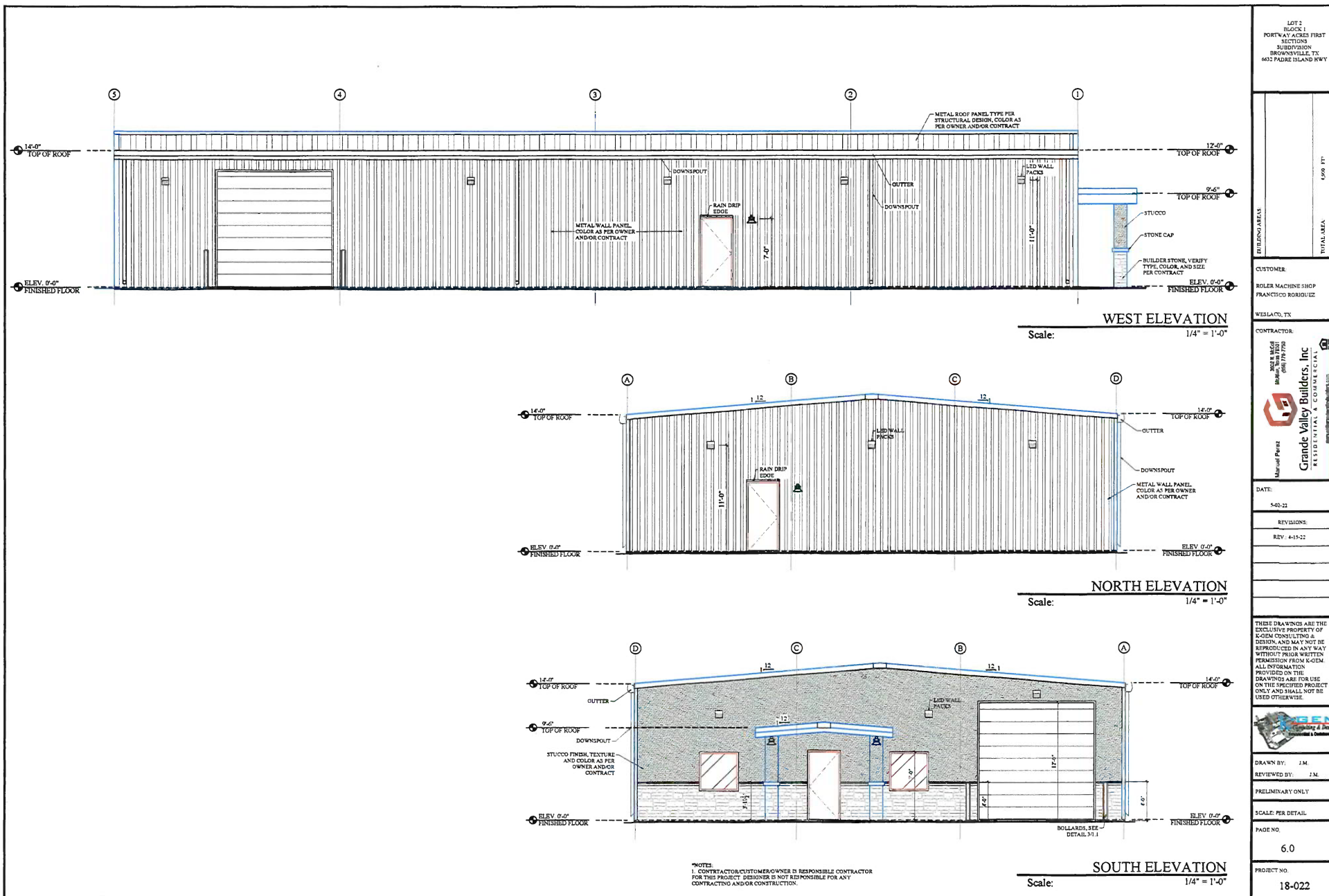
REVISIONS:

SCALE: 1/8" = 1'-0"

PAGE NO: 1.0

PROJECT NO: 30-019





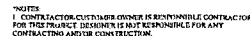
PROPOSED WALL JOINTS

SECTIONAL ELEVATION

1. EXTERIOR METAL FRAME BUILDING
2. INTERIOR 2x4 WOOD STUDS WITH 5/8" DRYWALL
3. OTHER STUDS SHOWN ON FLOOR PLAN

1. 2x4 WOOD STUDS WITH 5/8" DRYWALL
2. OTHER STUDS SHOWN ON FLOOR PLAN





FLOOR PLAN
1/4" = 1'-0"

Planning & Zoning

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



THE CITY OF
Edinburg

Zone Change Application

ENERGOV CASE #

RZNE-2025-0259

Date: 1/10/2025

1. Property Owner (required): MARTIN SALINAS *Tanya Garcia Salinas wife* 2. Phone: 956-207-7111

3. Mailing Address: 4807 NEVIS DR

4. City: EDINBURG State: TEXAS Zip: 78539

5. Owner's Email: Martins5812@aol.com martin5812@aol.com 6. Cell No. 956-207-7111

7. Agent (not owner): MANUEL PEREZ 8. Agent's Phone: 956-778-7750

9. Agent's Mailing Address: 3602 N MCCOLL

10. City: MCALLEN State: TEXAS Zip: 78501

11. Agent's Email: mpgvb@aol.com

12. Address/Location being Rezoned: 421 WEST ALBERTA

13. Legal Description of Property: ALBERTA HEIGHTS LANDING LOT 83 14. Property ID(s): 1560716

15. Zone Change: From: RS - Residential, Suburban To: Commercial

16. Existing Land Use: EMPTY

17. Reason for Zone Change: MOVE MY BUSINESS TO EDINBURG

Martin Salinas Tanya g Salinas
(Please Print Name)

Martin Salinas Tanya g Salinas
Signature

OFFICE USE ONLY

REVIEWED BY _____ DATE RECEIVED _____

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

OWNER NOTIFICATION LIST REPORT

PID:725938 PRISHKER MARTIN GUSTAVO
5105 CALLE DIVINA
EDINBURG, TX 78539-9623

PID:201954 ROBINSON GEORGE E JR &
CAROL M
4619 S BUS HWY 281
EDINBURG, TX 78539-7829

PID:455797 MADSCIENTIST PROPERTIES LLC
2223 S CLOSNER BLVD
EDINBURG, TX 78539

PID:201962 FLORES RENE G & AURORA
RAMIREZ
405 W ALBERTA RD

PID:202008 MENDOZA IRMA
402 W ALBERTA RD
EDINBURG, TX 78539-7117

PID:161281 GONZALEZ GUADALUPE G &
ENRIQUETA V
406 W ALBERTA RD
EDINBURG. TX 78539-7117

PID:201975 REYNA MATIAS
501 W ALBERTA RD
EDINBURG, TX 78539-8561

PID:1472585 HAKES BROTHERS MATX LLC
PO BOX 2022
LAS CRUCES, NM 88005-2022

PID:1472586 URBAN DEVELOPMENT GROUP
LLC
PO BOX 2022
LAS CRUCES, NM 88004

PID:1472553 HAKES BROTHERS MATX LLC
PO BOX 2022
LAS CRUCES, NM 88004

PID:725926 GONZALEZ JUAN PABLO
1101 SHORT RD
SAN JUAN, TX 78589-3878

PID:201964 LOPEZ ISAURO
401 W ALBERTA RD
EDINBURG, TX 78539-7117

PID:589708 REYNA ARTHUR
511 W ALBERTA RD
EDINBURG, TX 78539-8561

PID:201996 CASAS ROBERT & RINA R
418 W ALBERTA RD
EDINBURG, TX 78539-7117

PID:202009 STOR-EM LTD
PO BOX 82
EDINBURG, TX 78540-0082

PID:269892 VILLARREAL NORA IRMA
502 W ALBERTA RD
EDINBURG, TX 78539-8561

PID:1472584 HAKES BROTHERS MATX LLC
4821 S MARKLAND AVE
EDINBURG, TX 78539

PID:1472559 HAKES BROTHERS MATX LLC
400 E CARDINAL AVE
MCALLEN, TX 78504

PID:1472554 URBAN DEVELOPMENT GROUP
LLC
615 S 1ST LN
MCALLEN, TX 78501-1126

PID:1472552 HAKES BROTHERS MATX LLC
700 W PRESLAND ST
EDINBURG, TX 78539

OWNER NOTIFICATION LIST REPORT

PID:1472551 HAKES BROTHERS MATX LLC
PO BOX 2022
LAS CRUCES, NM 88004

PID:1472549 HAKES BROTHERS MATX LLC
PO BOX 2022
LAS CRUCES, NM 88004

PID:1472548 HAKES BROTHERS MATX LLC
PO BOX 2022
LAS CRUCES, NM 88004

PID:1472546 URBAN DEVELOPMENT GROUP
LLC
PO BOX 2022
LAS CRUCES, NM 88004

PID:1472544 URBAN DEVELOPMENT GROUP
LLC
PO BOX 2022
LAS CRUCES, NM 88004

PID:1472550 HAKES BROTHERS MATX LLC
PO BOX 2022
LAS CRUCES, NM 88004

PID:1560716 SALINAS MARTIN G & TANYA J
GARCIA-SALINAS
4807 NEVIS DR
EDINBURG, TX 78539

PID:1472547 HAKES BROTHERS MATX LLC
PO BOX 2022
LAS CRUCES, NM 88004

PID:1472545 URBAN DEVELOPMENT GROUP
LLC
5348 S SUGAR RD
EDINBURG, TX 78539

ORDINANCE NO. _____

AN ORDINANCE AMENDING, SUPPLEMENTING, AND CHANGING THE BOUNDARIES OF RESIDENTIAL, SUBURBAN (RS) DISTRICT TO COMMERCIAL, GENERAL (CG) DISTRICT, LOT 83, ALBERTA HEIGHTS LANDING SUBDIVISION, LOCATED AT 421 WEST ALBERTA ROAD, EDINBURG, HIDALGO COUNTY, TEXAS, FROM ONE DISTRICT TO ANOTHER; PROVIDING A REPEALER CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE; PROVIDING FOR CODIFICATION; PROVIDING A WAIVER OF THE THREE (3) SEPARATE READINGS; AND ORDAINING OTHER PROVISIONS RELATED TO THE SUBJECT MATTER HEREOF.

WHEREAS, the owner of the herein described real estate has submitted to the Planning and Zoning Commission of the City of Edinburg, Texas, a proposed amendment, and the proposed supplement and change to the boundaries of the Residential, Suburban (RS) District to Commercial, General (CG) District, as set out in the Unified Development Code of the City of Edinburg, Texas, heretofore finally passed, approved, and adopted by said City Council on the 9th day of August, 2022. Such proposed amendment is to change the zoning of Lot 83, Alberta Heights Landing Subdivision, Located at 421 West Alberta Road, Edinburg, Hidalgo County, Texas, from Residential, Suburban (RS) District to Commercial, General (CG) District, for a recommendation and report by said Planning and Zoning Commission; and

WHEREAS, the said Planning and Zoning Commission of the City of Edinburg, Texas, gave due notice as provided by said Unified Development Code of a public hearing to be held before said Planning and Zoning Commission, on March 27, 2025, at 5:30 P.M., in the Edinburg City Hall, City Council Chambers, located at 415 West University Drive, Edinburg, Texas, and said public hearing was held at such time and place, and all of which procedure in the giving of notice and the holding of said public hearing is hereby ratified and confirmed as meeting all the requirements of said Unified Development Code of the City of Edinburg, Texas and applicable statutes, providing said notice by U. S. Mail to all property owners and persons rendering property for taxation within 300 feet of the property affected not less than ten (10) days before said public hearing; and

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

WHEREAS, after receipt of the final report from the Planning and Zoning Commission, the City Council of said City provided due notice, as provided by said Unified Development Code to be held before said City Council, and notice was published one time in a newspaper published in the City of Edinburg, Texas, and of general circulation in said City, stating that a public hearing to consider said proposed revision would be held on April 15, 2025 at 6:00 P.M., in the Edinburg

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

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

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

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

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

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

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

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

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

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

READ, CONSIDERED, PASSED AND APPROVED at a regular meeting of the City Council of the City of Edinburg, Texas at which a quorum was present and which was held in accordance with V.T.C.A., Government Code, Section 551.041, on the 15th 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 Ramirez-Solis, City Attorney

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE CITY OF EDINBURG COMPREHENSIVE PLAN BY DETERMINING THAT THE DEVELOPMENT FACTORS WITHIN THE CITY HAVE ADJUSTED SUCH THAT THE PROPOSED USE LOT 83, ALBERTA HEIGHTS LANDING SUBDIVISION, LOCATED AT 421 WEST ALBERTA ROAD, SHOULD BE FOR GENERAL COMMERCIAL USES; PROVIDING A REPEALER CLAUSE; PROVIDING A SAVINGS CLAUSE, PROVIDING FOR PUBLICATION AND EFFECTIVE DATE; PROVIDING A WAIVER OF THREE (3) SEPARATE READINGS; AND ORDAINING OTHER PROVISIONS RELATED TO THE SUBJECT MATTER THEREOF.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

READ, CONSIDERED, PASSED AND APPROVED at a regular meeting of the City Council of the City of Edinburg, Texas, at which a quorum was present and which was held in accordance with V.T.C.A., Government Code, Section 551.041, on the 15th 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 Ramirez-Solis, City Attorney



CITY OF EDINBURG - CITY COUNCIL

Meeting Date: April 15, 2025

PUBLIC HEARINGS

Agenda Item No: 9.B.

Rezoning Request - Borrego Construction, LLC.

1. **Agenda Item:**

Hold Public Hearing and Consider the Ordinances Providing for the Comprehensive Plan Amendment from General Commercial Uses to Multi-Family Residential Uses and the Rezoning Request from Commercial, General (CG) District to Residential Multi-Family (RM) District, 8.674-Acres Out of Lots 10-17, Cornerstone Heart Hospital, According to the Map or Plat thereof Recorded in Document No. 1506791, Hidalgo County, Texas, Located at 4505 South Jackson Road, as Requested by Borrego Construction, LLC. [Jaime Acevedo, Director of Planning & Zoning]

2. **Description:**

This property is located on the west side of South Jackson Road, approximately 650 feet south of West Trenton Road. The portion of the property that is being considered has a total lot area of 8.674 Acres. The requested zoning designation is the Residential, Multi-Family (RM) District. This district is a high intensity residential district intended to accommodate various multifamily residential uses (2 or more dwelling units on a single lot). The property is currently vacant.

The property is currently zoned Commercial, General (CG) District, which is the primary commercial district, meant to accommodate a wide range of commercial uses, including highway service uses and community or regional commercial, office, and service uses. It is intended to provide for a full range of community and regional scale commercial enterprises, including but not limited to retail, office, restaurant, entertainment, and service. This property is part of the existing Cornerstone Heart Hospital Subdivision that was recorded on August 15, 2005. The applicant has now submitted a replat for the subdivision, which proposes dividing it into three lots: two at the front designated for commercial use and one at the rear intended for multifamily use. Adjacent zoning is Commercial, General (CG) District in all directions with a drainage ditch to the south of the property. Adjacent land consists of commercial uses. The future land use designation for this property is for General Commercial Uses.

Staff mailed a notice of the public hearing to 28 neighboring property owners on Friday, March 14, 2025, and received no comments in favor and one against this request at the time this report was prepared. Notice of this public hearing was published in the newspaper on March 26, 2025.

On March 18, 2025, Planning staff met with City of Edinburg development departments to discuss the proposed rezoning. It was determined infrastructure in this area will support the proposed development.

On March 27, 2025, the Planning & Zoning Commission recommended with a vote of 3-1 to approve the Comprehensive Plan Amendment and the Rezoning Request.

3. **Staff's Recommendation:**

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

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

Reviewed by:

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

Prepared by:

Rita Guerrero, Assistant
Director of Planning and
Zoning

Attachments:

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

MEETING DATES:
PLANNING & ZONING COMMISSION – 03/27/25
CITY COUNCIL – 04/15/25
DATE PREPARED – 03/19/25

STAFF REPORT
GENERAL INFORMATION

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

APPLICANT: McAllen Heart Surgeons Building, LLC.

AGENT: Borrego Construction, LLC.

LEGAL: 8.674-Acres out of Lots 10-17, Cornerstone Heart Hospital, According to the Map or Plat thereof Recorded in Document No. 1506791, Hidalgo County, Texas,

LOCATION: 4505 South Jackson Road

LOT/TRACT SIZE: 8.674 Acres

CURRENT USE: Vacant Land

PROPOSED USE: Multi-Family development

EXISTING ZONING: Commercial, General (CG) District

ADJACENT ZONING: North – Commercial, General (CG) District
South – Commercial, General (CG) District
East – Commercial, General (CG) District
West – Commercial, General (CG) District

LAND USE PLAN: General Commercial Uses

PUBLIC SERVICES: City of Edinburg Water and Sewer

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

**REZONING REQUEST
BORREGO CONSTRUCTION, LLC.**

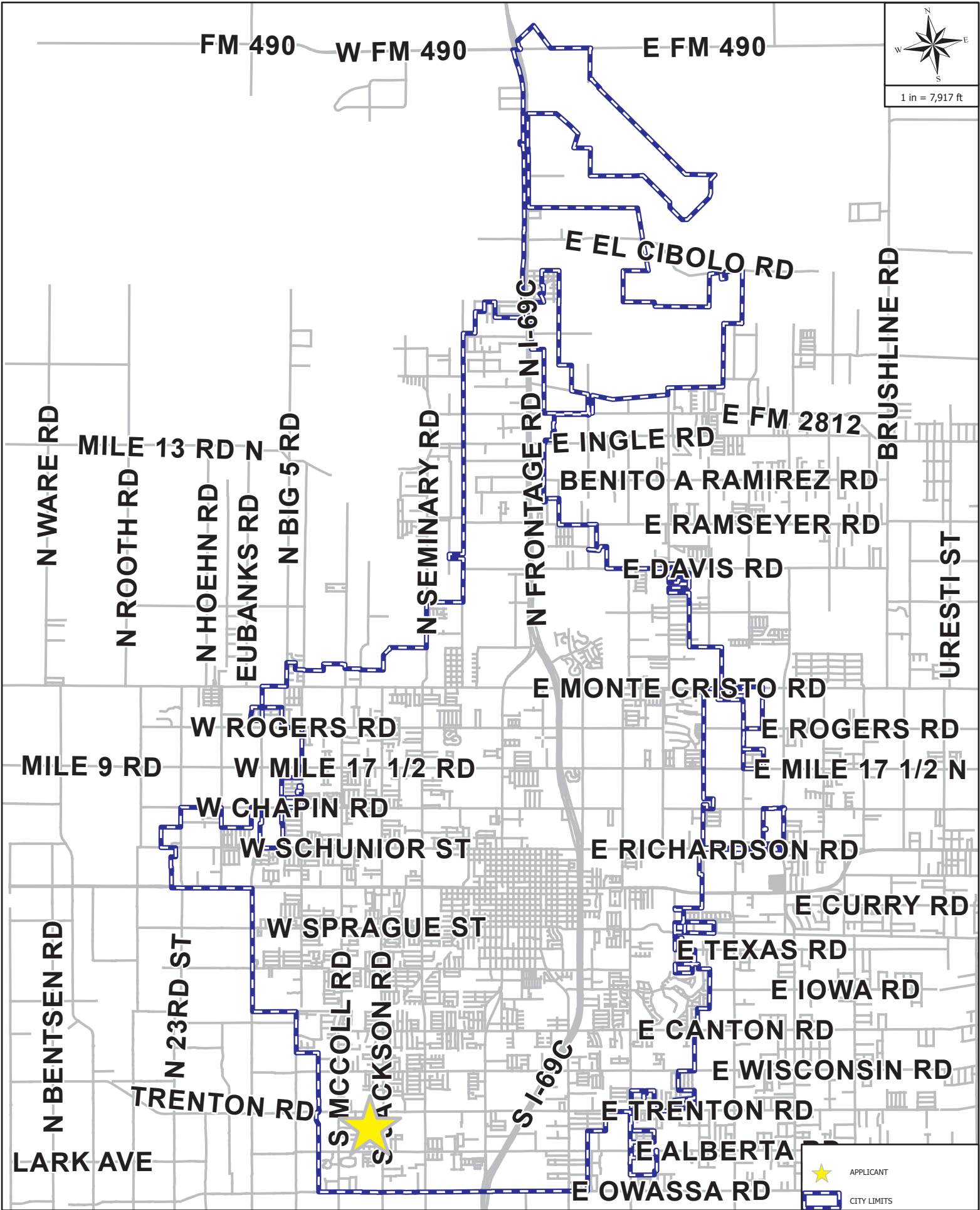
EVALUATION

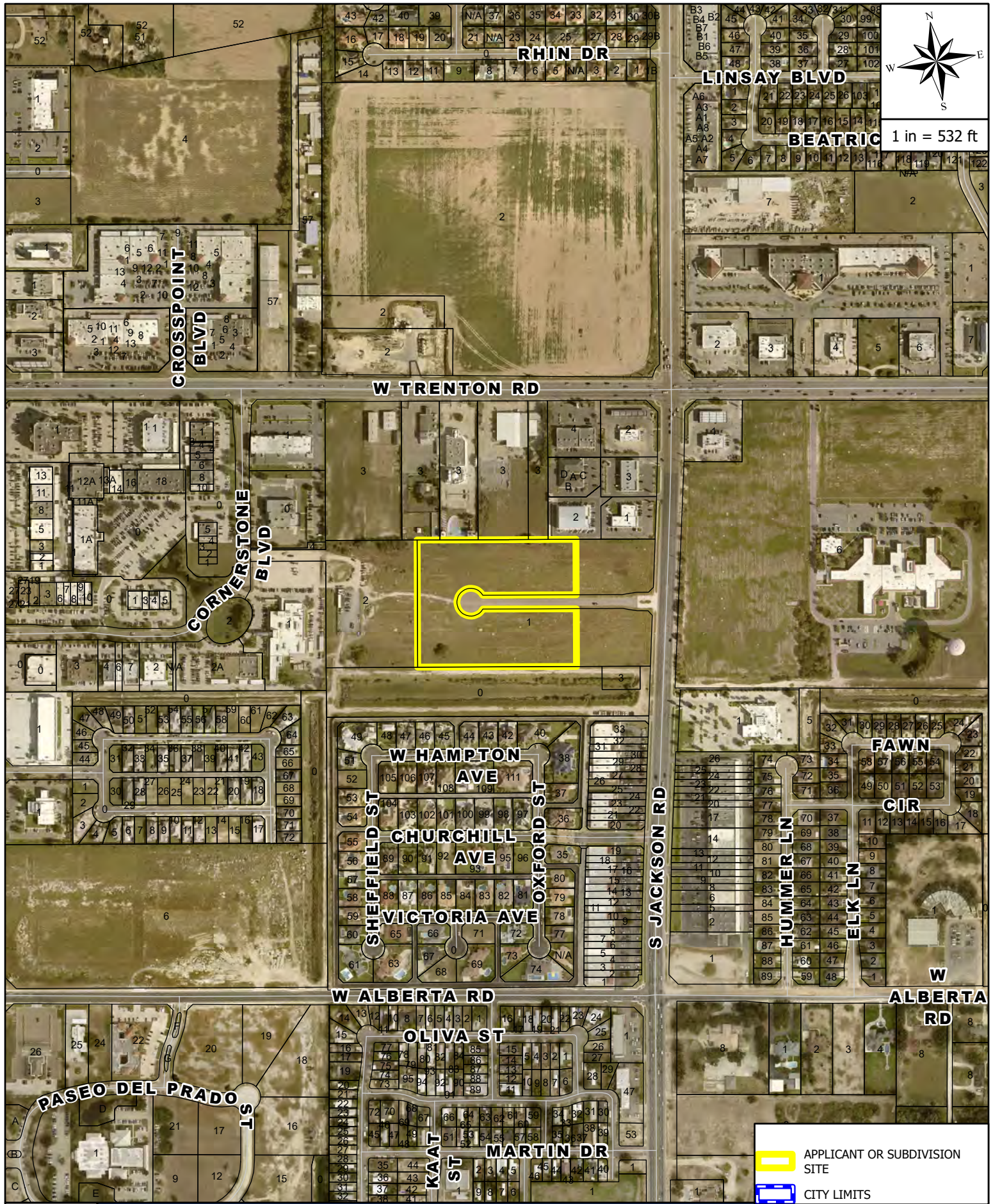
The following is the staff's evaluation of the request:

1. Adjacent zoning is Commercial, General (CG) District in all directions.
2. Adjacent land consists of commercial uses.
3. The proposed zoning is inconsistent with the Future Land Use Plan.

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

Staff mailed a notice of the public hearing to 28 neighboring property owners on Friday, March 14, 2025, and received no comments in favor and one against this request at the time this report was prepared. Notice of this public hearing was published in the newspaper on March 26, 2025.

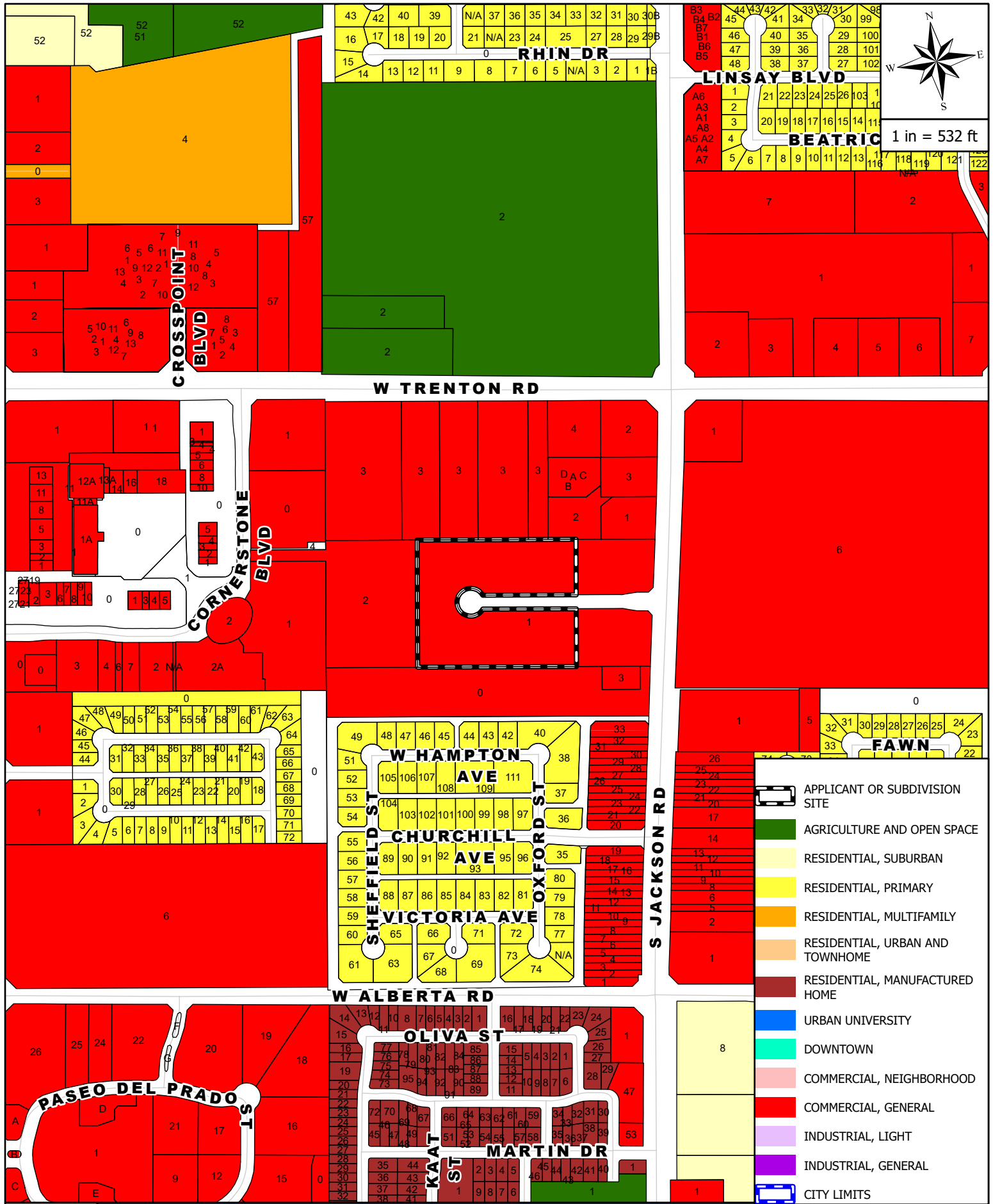




AERIAL MAP

APPLICANT AND/OR SUBDIVISION:

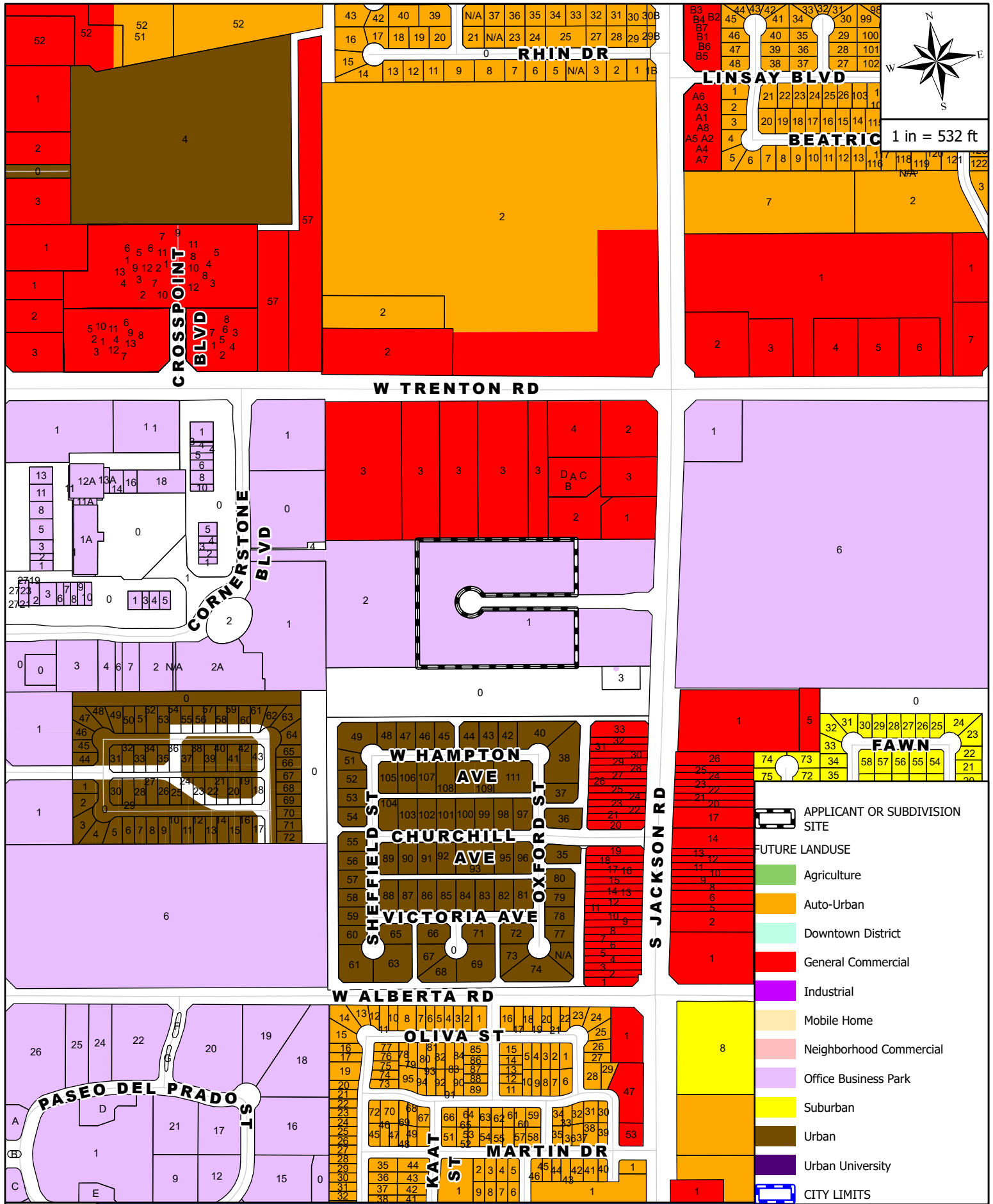
RZNE-2025-0261 4505 S JACKSON



ZONING MAP

APPLICANT AND/OR SUBDIVISION:

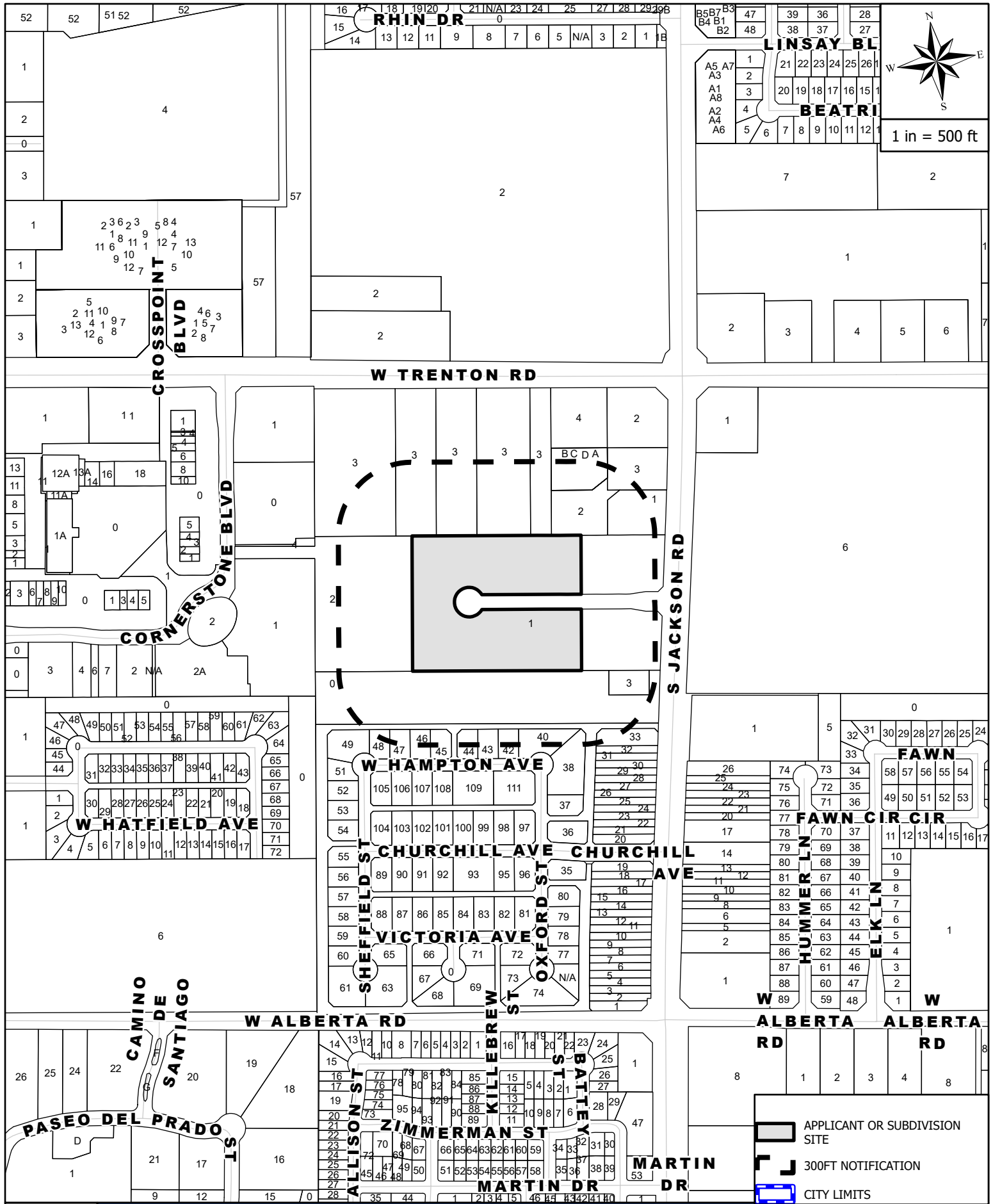
RZNE-2025-0261 4505 S JACKSON



FUTURE LANDUSE MAP

APPLICANT AND/OR SUBDIVISION:

RZNE-2025-0261 4505 S JACKSON



MAILOUT AND SITE MAP
APPLICANT AND/OR SUBDIVISION:
RZNE-2025-0261 4505 S JACKSON



Rezoning Request Site Photo

Borrego Construction, LLC.
4505 South Jackson Road



THE STATE OF TEXAS
COUNTY OF HIDALGO

I, McALLEN HEART SURGEONS BUILDINGS, LLC, (OWNER(S) OF THE LAND SHOWN ON THIS PLAT, AND DESIGNATED HEREIN AS THE VACATING REPLAT OF CORNERSTONE HERAT HOSPITAL SUBDIVISIONS ADDING OF THE CITY OF EDINBURG, AND WHOSE NAME IS SUBSCRIBED HERETO, HEREBY DEDICATE TO USE OF THE PUBLIC FOREVER ALL STREETS, ALLEYS, PARKS, WATERCOURSES, DRAINS, EASEMENTS AND PUBLIC PUBLIC PLACES THEREON SHOWN FOR THE PURPOSE OF CONSIDERATION THEREIN EXPRESSED.

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED AUTHORITY ON THIS DAY PERSONALLY APPEARED, LUCAS CASTILLO JR, TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FORGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN GIVEN UNDER MY HAND AND SEAL OF OFFICE.

THIS _____ DAY OF _____

NOTARY PUBLIC
HIDALGO, TEXAS
MY COMMISSION EXPIRES _____

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

CHAIRMAN, PLANNING AND ZONING COMMISSION _____ DATE _____

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

MAYOR _____ DATE _____
CITY OF EDINBURG

STATE OF TEXAS
COUNTY OF HIDALGO

I/WE, THE UNDERSIGNED, HOLDER(S) (OR DULY AUTHORIZED OFFICERS OF THE HOLDER(S)) OF A SECURITY INTEREST IN THE ABOVE DESCRIBED PROPERTY, BEING THE LAND SHOWN ON THIS PLAT AND DESIGNATED HEREIN AS THE CLUB ADDITION AMENDED LOTS 1A AND 2A SUBDIVISION OF THE CITY OF EDINBURG, TEXAS, DO HEREBY CONSENT TO THE SUBDIVISION OF THE PROPERTY AS PROVIDED FOR UNDER THE PLAT AND DO HEREBY PROVIDE THAT ANY FORECLOSURE RELATING TO THE SECURITY INTEREST ON THE ABOVE DESCRIBED PROPERTY SHALL BE SUBJECT TO THE PLATING OF THE PROPERTY AS PROVIDED FOR HEREIN.

SECURITY INTEREST HOLDER _____ DATE _____

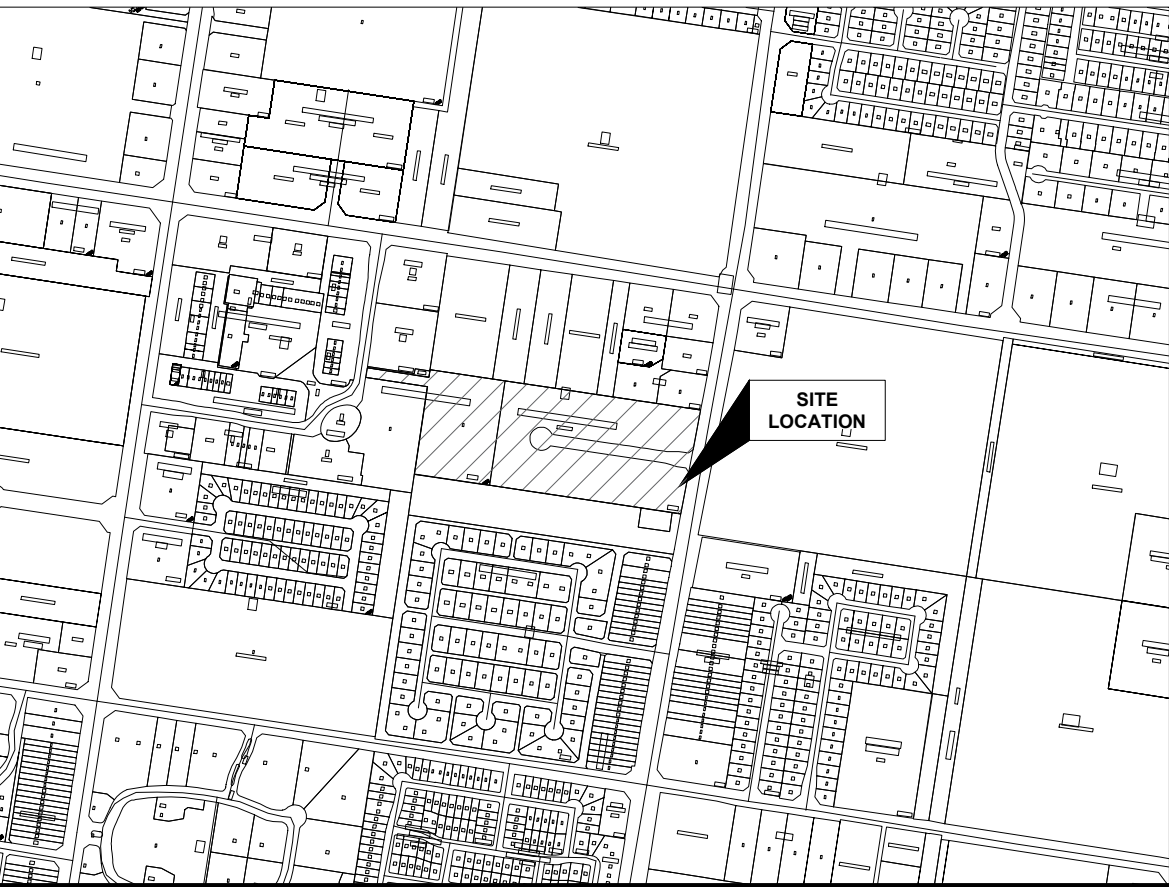
GENERAL NOTES

- MINIMUM PERMISSIBLE FINISH FLOOR ELEVATION IS 18" ABOVE TOP OF CURB MEASURED AT THE CENTER OF THE LOT.
- BUILDING SETBACK IN ACCORDANCE WITH THE CITY OF EDINBURG ZONING ORDINANCE OR TO EASEMENT LINE WHICHEVER IS GRATER.
- THE CONSTRUCTION OF ANY STRUCTURES ON OR WITHIN ANY EASEMENTS SHALL BE PROHIBITED.
- NO BUILDING ALLOWED OVER ANY EASEMENT GRANTED BY THIS PLAT.
- 6 FT. OPAQUE BUFFER REQUIRED FROM ADJACENT/BETWEEN MULTI-FAMILY RESIDENTIAL AND COMMERCIAL, AND INDUSTRIAL ZONES/USES.
- 8 FT. MASONRY WALL REQUIRED BETWEEN SINGLE FAMILY RESIDENTIAL AND COMMERCIAL, INDUSTRIAL, OR MULTI-FAMILY RESIDENTIAL ZONES/USES.
- 4 FT. MINIMUM SIDEWALK REQUIRED ALONG QUINCE AVENUE
- DRAINAGE DETENTION IS 860 CUBIC FEET.
- 25' x 25' SIGHT CORNER CLIP AT ALL STREET INTERSECTIONS.
- BENCHMARK NOTE: THE FOLLOWING BENCHMARK IS IDENTIFIED ON THE FACE OF THE PLAT AND ON THE ATTACHED ENGINEERING PLANS.

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY MADE AND IS PREPARED FROM AN ACTUAL SURVEY ON THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND.

LOCATION MAP SCALE: 1"=1000'



MEETS AND BOUNDS

AN 18.17-ACRE TRACT OF LAND, MORE OR LESS, CONSISTING OF 0.374 OF AN ACRE, BEING THAT 50-FOOT STRIP OUT OF LOT 2, UHS-CORNERSTONE HOSPITAL SUBDIVISION (INSTRUMENT NO. 3356056, MAP RECORDS, HIDALGO COUNTY, TEXAS) AND 18.17ACRES, BEING ALL OUT OF THE CORNERSTONE HEART HOSPITAL SUBDIVISION (DOCUMENT NO. 1508791, VOLUME 48, PAGE 127, MAP RECORDS, HIDALGO COUNTY, TEXAS), ALL BEING OUT OF A.J. MCCOLL SUBDIVISION, HIDALGO COUNTY, TEXAS, AS PER MAP OR PLAT THEREOF RECORDED IN VOLUME 21, PAGE 598 ,DEED RECORDED, HIDALGO COUNTY, TEXAS, IS MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

THE POINT OF COMMENCEMENT (P.O.C.) BEING AT A NO. 4 REBAR FOUND FOR THE APPARENT SOUTHWEST CORNER OF LOT 3, BLOCK 2 OUT OF SAID A.J. MCCOLL SUBDIVISION; THENCE, NORTH 08°29'23" EAST, WITH THE WEST LOT LINE OF SAID LOT 3, A DISTANCE OF 100.00 FEET TO A NO. 4 REBAR FOUND ON THE APPARENT NORTH RIGHT-OF-WAY LINE OF AN EXISTING 100-FOOT DRAIN DITCH FOR THE APPARENT SOUTHERNMOST SOUTHWEST CORNER OF SAID 18.17-ACRE TRACT, AND ALSO BEING THE POINT OF BEGINNING (P.O.B.) OF SAID 18.17-ACRE TRACT OF LAND HEREIN DESCRIBED;

THENCE, N 08°29'23" E, WITH THE APPARENT SOUTHERNMOST WEST LOT LINE OF SAID LOT 2, UHS-CORNERSTONE HOSPITAL SUBDIVISION AND OF SAID 18.17-ACRE TRACT, A DISTANCE OF 10.00 FEET PAST A NO. 4 REBAR FOUND ON THE NORTH LINE OF THE PROPOSED ADDITIONAL 10.00 FEET DEDICATED VIA THIS PLAT TO THE SAID EXISTING DRAINAGE DITCH, CONTINUING WITH SAID LOT 3 WEST LOT LINE AND THE SOUTHERNMOST WEST LOT LINE OF SAID 18.17-ACRE TRACT FOR A TOTAL DISTANCE OF 460.51 FEET TO A NO. 4 REBAR FOUND FOR AN APPARENT INTERNAL CORNER OF SAID 18.17-ACRE TRACT OF LAND HEREIN DESCRIBED;

THENCE, N 81°23'22" W, WITH THE APPARENT NORTHERNMOST SOUTH LOT LINE OF SAID LOT 2, UHS-CORNERSTONE HOSPITAL SUBDIVISION AND OF SAID 18.17-ACRE TRACT, A DISTANCE OF 326.28' TO A NO. 4 REBAR FOUND FOR THE APPARENT NORTHERNMOST SOUTHWEST CORNER OF SAID 18.17-ACRE TRACT OF LAND HEREIN DESCRIBED;

THENCE, N 08°36'36" E, WITH THE APPARENT NORTHERNMOST WEST LOT LINE OF SAID LOT 2, UHS-CORNERSTONE HOSPITAL SUBDIVISION AND OF SAID 18.17-ACRE TRACT, A DISTANCE OF 50.00' TO A NO. 4 REBAR FOUND FOR THE APPARENT WESTERNMOST NORTHWEST CORNER OF SAID 18.17-ACRE TRACT OF LAND HEREIN DESCRIBED;

THENCE, S 81°23'22" W, WITH THE APPARENT SOUTHERNMOST NORTH LOT LINE OF SAID LOT 2, UHS-CORNERSTONE HOSPITAL SUBDIVISION AND OF SAID 18.17-ACRE TRACT, A DISTANCE OF 39.49 FEET TO A NO. 4 REBAR FOUND FOR AN APPARENT INTERNAL CORNER OF SAID 18.17-ACRE TRACT OF LAND HEREIN DESCRIBED;

THENCE, NORTH 08°24'27" EAST, WITH THE APPARENT NORTHERNMOST WEST LOT LINE OF SAID LOT 2, UHS-CORNERSTONE HOSPITAL SUBDIVISION AND OF SAID 18.17-ACRE TRACT, A DISTANCE OF 39.49 FEET TO A NO. 4 REBAR FOUND FOR THE APPARENT NORTHERNMOST NORTHWEST CORNER OF SAID 18.17-ACRE TRACT OF LAND;

THENCE, S 81°35'34" E, WITH THE APPARENT NORTHERNMOST NORTH LOT LINE OF SAID LOT 2, UHS-CORNERSTONE HOSPITAL SUBDIVISION AND AN APPARENT NORTHERN LOT LINE OF SAID 18.17-ACRE TRACT, A DISTANCE OF 396.00 FEET TO A NO. 4 REBAR FOUND FOR AN APPARENT INTERNAL CORNER OF SAID 18.17-ACRE TRACT OF LAND HEREIN DESCRIBED;

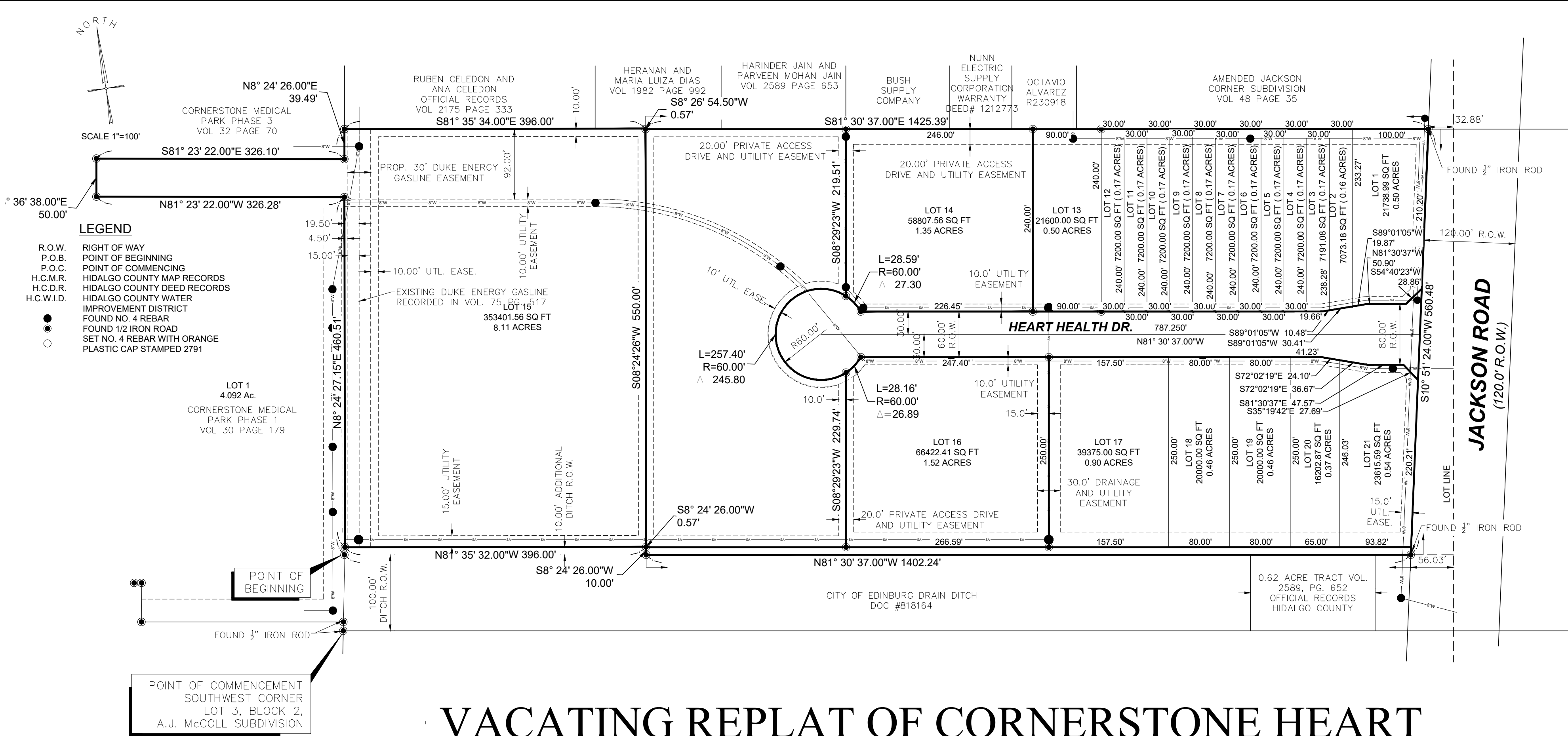
THENCE, S 81°30'37" E, WITH THE APPARENT EASTERNMOST NORTH LOT LINE OF SAID 18.17-ACRE TRACT, A DISTANCE OF 1.006.?? FEET TO A NO. 4 REBAR FOUND AT THE APPARENT EXISTING WEST RIGHT-OF-WAY LINE OF SAID JACKSON ROAD FOR THE APPARENT NORTHEAST CORNER OF SAID 18.17-ACRE TRACT OF LAND HEREIN DESCRIBED;

THENCE, S 10°51'24" W, WITH SAID JACKSON ROAD EXISTING WEST RIGHT-OF-WAY LINE, A DISTANCE OF 550.48 FEET TO A NO. 4 REBAR SET WITH PLASTIC CAP STAMPED 2791 ON THE SAID PROPOSED ADDITIONAL 10.00 FEET DEDICATED DRAIN DITCH NORTH LINE CONTINUING FOR A TOTAL DISTANCE OF 560.48 FEET TO A NO. 4 REBAR FOUND ON THE SAID DRAIN DITCH EXISTING NORTH RIGHT-OF-WAY LINE FOR THE APPARENT SOUTEAST CORNER OF SAID 18.17-ACRE TRACT OF LAND HEREIN DESCRIBED;

THENCE, N 81°30'37" W, WITH THE SAID DRAIN DITCH EXISTING NORTH RIGHT-OF-WAY LINE AND THE APPARENT EASTERNMOST SOUTH OF SAID 18.17-ACRE TRACT, A DISTANCE OF 1.006.?? FEET TO A NO. 4 REBAR FOUND FOR AN APPARENT INTERNAL CORNER OF SAID 18.17-ACRE TRACT OF LAND HEREIN DESCRIBED;

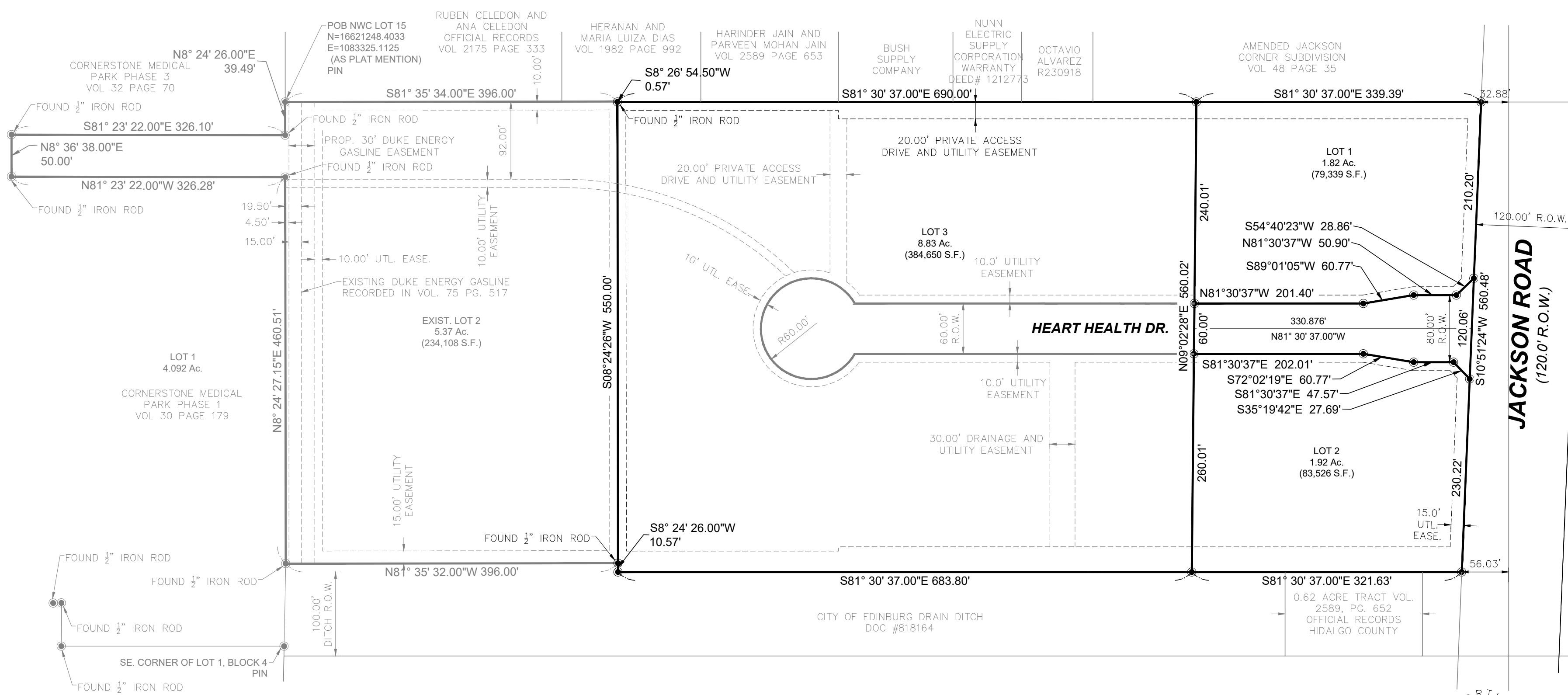
THENCE, N 81°35'22" W, WITH THE SAID DRAIN DITCH EXISTING NORTH RIGHT-OF-WAY LINE AND AN APPARENT SOUTHERN LOT LINE OF SAID 18.17-ACRE TRACT, A DISTANCE OF 396.00 FEET TO THE SAID NO. 4 REBAR FOUND FOR SOUTHERNMOST SOUTHWEST CORNER OF SAID 18.17-ACRE TRACT OF LAND HEREIN DESCRIBED, AND ALSO BEING THE POINT OF BEGINNING, CONTAINING A GROSS OF 18.17ACRES, OF WHICH 0.322 OF AN ACRE LIES IN DEDICATED ADDITIONAL DRAIN DITCH RIGHT-OF-WAY EASEMENT, FOR A NET OF ??,??? ACRES, MORE OR LESS.

Bearing basis as per NAD 1983 State Plane Texas South FIPS 4205 feet.



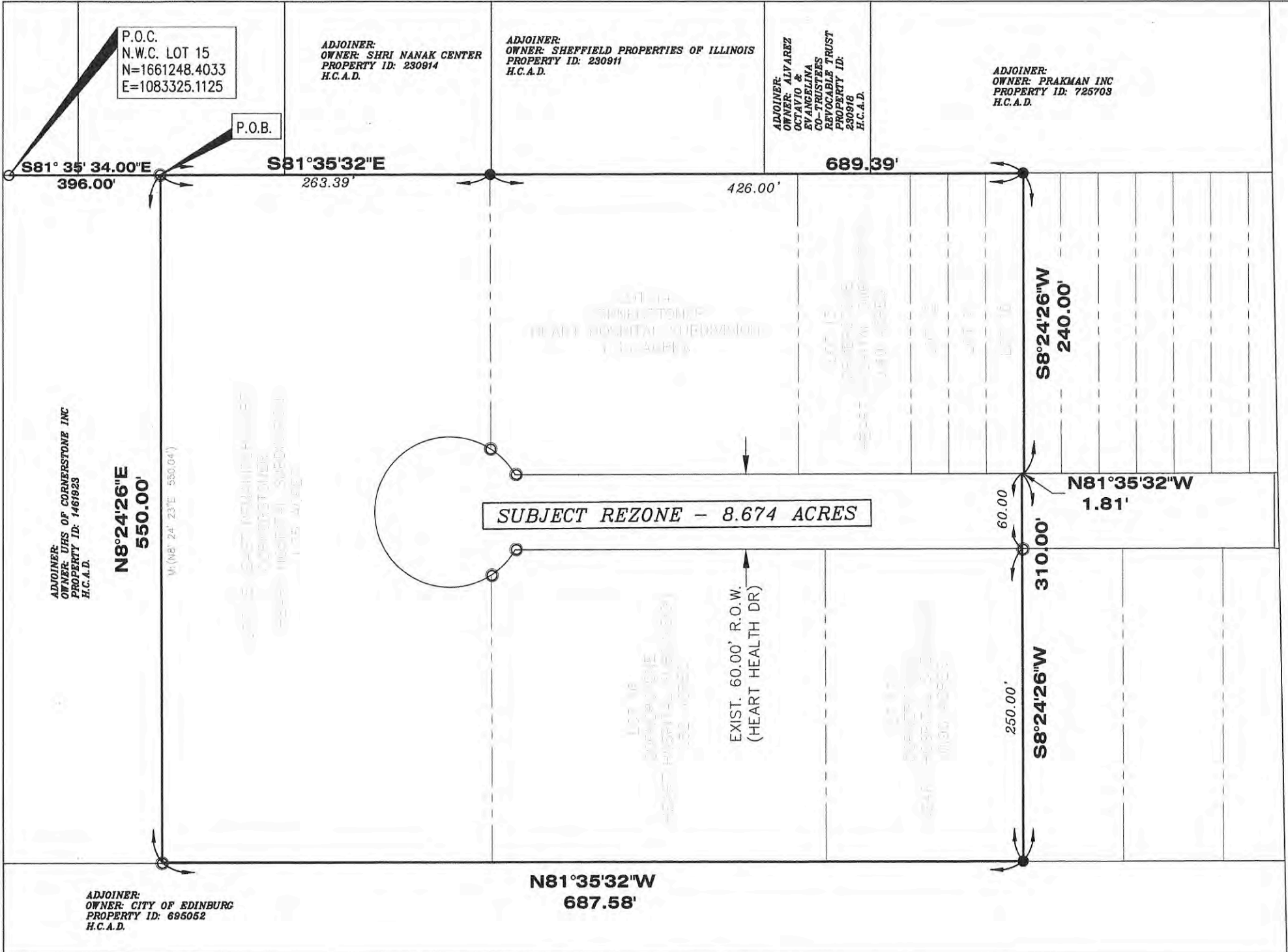
VACATING REPLAT OF CORNERSTONE HEART HOSPITAL - MIRABELLA PH. II SUBDIVISION

A 18.170-OF AN ACRE TRACT OF LAND, MORE OR LESS, BEING ALL OF LOTS 1-15, CORNERSTONE HEART HOSPITAL, DOCUMENT NO. 1508791, VOLUME 48, PAGE 127, MAP RECORDS, HIDALGO COUNTY, TEXAS



VACATING REPLAT OF CORNERSTONE HEART HOSPITAL - MIRABELLA PH. II SUBDIVISION

A 18.170-OF AN ACRE TRACT OF LAND, MORE OR LESS, BEING ALL OF LOTS 1-15, CORNERSTONE HEART HOSPITAL, DOCUMENT NO. 1508791, VOLUME 48, PAGE 127, MAP RECORDS, HIDALGO COUNTY, TEXAS



- LEGEND**
- SET 1/2" IRON ROD WITH PLASTIC STAMPED 2791
 - FOUND 1/2" IRON ROD
 - FOUND 1/2" PIPE
 - ⊗ COTTON PIKE SPINDLE
 - R.O.W. RIGHT OF WAY
 - P.O.B. POINT OF BEGINNING
 - P.O.C. POINT OF COMMENCEMENT
 - H.C.M.R. HIDALGO COUNTY MAP RECORDS
 - H.C.D.R. HIDALGO COUNTY DEED RECORDS
 - WM WATER METER
 - H.C.O.R. HIDALGO COUNTY OFFICIAL RECORDS
 - E-E EDGE OF ASPHALT TO EDGE OF ASPHALT
 - P-E PROPERTY LINE TO EDGE OF ASPHALT
 - EXIST. EXISTING
 - N.E.C. NORTHEAST CORNER
 - N.W.C. NORTHWEST CORNER
 - S.E.C. SOUTHEAST CORNER
 - S.W.C. SOUTHWEST CORNER
 - M.S.B.L. MINIMUM SETBACK LINES
 - ⊕ POWER POLE
 - ⊗ AT&T PEDESTAL
 - ⊞ A/C UNIT

- NOTES:
1. FLOOD ZONE STATEMENT: ZONE [X-SHADED] - [AREAS OF THE 500-YR FLOOD; AREAS OF 100-YR FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WHICH DRAINAGE AREAS LESS THAN 1 SQ. MI.; AND AREAS PROTECTED BY LEVEES FROM 100 YR FLOOD] - ACCORDING TO COMMUNITY PANEL NUMBER [480338 0030E], DATED [JUNE 6, 2020].
 2. THE EXISTENCE, IF ANY UNDERGROUND GAS LINES OR OTHER UNDERGROUND UTILITIES NOT SHOWN ON THIS SURVEY SHOULD BE THOROUGHLY INVESTIGATED BY THE OWNER PRIOR TO ANY CONSTRUCTION ON THIS SITE. THE SURVEYOR HAS LIMITED HIS INVESTIGATION OF UNDERGROUND UTILITIES ON THIS SITE TO THAT WHICH CAN BE SEEN.
 3. BASIS OF BEARING AS PER TEXAS STATE PLANE COORDINATE SYSTEM NAD 83 TEXAS SOUTH 4205.
 4. SURVEYOR'S STATEMENT: THE PROPERTY CORNERS OF THE TRACT SURVEYED WERE STAKED OUT BASED ON THE BEST FIT OF MONUMENTS FOUND FOR THIS PROPERTY AND OTHERS WITHIN THE IMMEDIATE VICINITY, TAKING INTO ACCOUNT THE INTENT OF THE SURVEYOR'S ORIGINAL FOOT STEPS. A SURVEY OF THE ORIGINAL MOTHER TRACTS TO CORRECTLY ESTABLISH MINOR DISCREPANCIES THAT WERE FOUND IN THE PROPERTY CORNERS WOULD NOT BE A FEASIBLE OPTION FOR THE PARTIES CONCERNED. THE CLIENT HAS BEEN MADE AWARE OF ANY DISCREPANCIES FOUND AND THE RESPECTIVE ACTION TAKEN TO STAKE OUT HIS PROPERTY AS PER THE FOUND AND SET MONUMENTS SHOWN HEREON.

HOMERO L. GUTIERREZ, REGISTERED LAND SURVEYOR IN THE STATE OF TEXAS, STATE THAT THE ABOVE PLAT IS AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY SUPERVISION ON DECEMBER 2, 2024 AND THAT THERE ARE NO VISIBLE EASEMENTS OR ENCROACHMENTS EXCEPT AS SHOWN AND THAT ALL CORNERS HAVE BEEN LOCATED AS INDICATED.

BOUNDARY SURVEY FOR REZONE

AN 8.674-ACRE TRACT OF LAND, CONSISTING OF LOT 15 EAST REMAINDER PART AND ALL OF LOTS 10 THRU 17, THE CORNERSTONE HEART HOSPITAL SUBDIVISION (DOCUMENT NO. 1508791, VOLUME 48, PAGE 127, DEED RECORDS, HIDALGO COUNTY, TEXAS), CITY OF EDINBURG, ALL BEING OUT OF LOT 3, BLOCK 2, A.J. MCCOLL SUBDIVISION, HIDALGO COUNTY, TEXAS, MAP RECORDS, VOLUME 21, PAGE 598, HIDALGO COUNTY, TEXAS (SEE EXHIBIT "A" FOR METES & BOUNDS DESCRIPTION)

Homero Luis Gutierrez
HOMERO LUIS GUTIERREZ, R.P.L.S.
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 2791
DATE: 03/12/2025



HOMERO LUIS GUTIERREZ, P.E., R.P.L.S.
P.O. Box 548
McAllen, Texas 78505
(956) 369-0988
DATE: 03/12/2025 DRAWN BY: F.L.E.

EXHIBIT "A "

METES AND BOUNDS 8.674-ACRE TRACT

AN 8.674-ACRE TRACT OF LAND, MORE OR LESS, CONSISTING OF LOT 15 EAST REMAINDER PART AND ALL OF LOTS 10 THRU 17, THE CORNERSTONE HEART HOSPITAL SUBDIVISION (DOCUMENT NO. 1508791, VOLUME 48, PAGE 127, DEED RECORDS, HIDALGO COUNTY, TEXAS), CITY OF EDINBURG, ALL BEING OUT OF LOT 3, BLOCK 2, A.J. MCCOLL SUBDIVISION, HIDALGO COUNTY, TEXAS, AS PER MAP OR PLAT THEREOF RECORDED IN VOLUME 21, PAGE 598, DEED RECORDED, HIDALGO COUNTY, TEXAS, LOCATED ON THE WEST SIDE OF JACKSON ROAD AND BEING SOUTH OF TRENTON ROAD IS MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

THE **POINT OF COMMENCEMENT (P.O.C.)** BEING AT A NO. 4 REBAR FOUND (N: 1661248.4033, E: 1083325.1125) FOR THE APPARENT NORTHWEST CORNER OF THE ORIGINAL LOT 15 OUT OF SAID CORNERSTONE HEART HOSPITAL SUBDIVISION; **THENCE**, S 81°35'34" E, WITH THE APPARENT NORTH LOT LINE OF SAID CORNERSTONE HEART HOSPITAL SUBDIVISION, A DISTANCE OF 396.00 FEET TO A NO. 4 REBAR FOUND FOR THE APPARENT NORTHWEST CORNER OF SAID LOT 15 EAST REMAINDER PART AND OF SAID 8.674-ACRE TRACT, AND OF SAID 8.674-ACRE TRACT, AND ALSO BEING THE **POINT OF BEGINNING (P.O.B.)** OF SAID 8.674-ACRE TRACT OF LAND HEREIN DESCRIBED;

THENCE, S 81°35'32" E (S 81°35'34" E RECORDED), WITH THE SAID CORNERSTONE HOSPITAL SUBDIVISION NORTH LOT LINE AND OF SAID 8.674-ACRE TRACT, A DISTANCE OF 263.39 FEET PAST A NO. 4 REBAR SET WITH PLASTIC CAP STAMPED 2791 FOR THE APPARENT NORTHEAST CORNER OF SAID LOT 15, CONTINUING FOR A TOTAL DISTANCE OF 689.39 FEET TO A NO. 4 REBAR SET WITH PLASTIC CAP STAMPED 2791 FOR THE APPARENT NORTHEAST CORNER OF SAID LOT 10 AND OF SAID 8.674-ACRE TRACT OF LAND HEREIN DESCRIBED;

THENCE, S 08°34'30" W (S 08°29'23" W RECORDED), WITH THE APPARENT EAST LOT LINE OF SAID LOT 10 AND OF SAID 8.674-ACRE TRACT AT 240.00 CROSSING THE EXISTING 60-FOOT RIGHT-OF-WAY OF HEART HEALTH DRIVE AND FOLLOWED BY THE APPARENT EAST LOT LINE OF SAID LOT 17, CONTINUING WITH SAID 8.674-ACRE TRACT EAST LOT LINE FOR A TOTAL DISTANCE OF 550.00 FEET TO A NO. 4 REBAR SET WITH PLASTIC CAP STAMPED 2791 ON AN APPARENT NORTH RIGHT-OF-WAY LINE OF AN EXISTING DRAIN DITCH FOR THE APPARENT SOUTHEAST CORNER OF SAID LOT 17 AND OF SAID 8.674-ACRE TRACT OF LAND HEREIN DESCRIBED;

THENCE, N 81°35'33" W (N 81°30'37" W RECORDED), WITH THE SAID DRAIN DITCH EXISTING NORTH RIGHT-OF-WAY LINE AND THE APPARENT SOUTH LOT LINE OF SAID CORNERSTONE HOSPITAL SUBDIVISION AND OF SAID 8.674-ACRE TRACT, A DISTANCE OF 687.58 FEET TO A NO. 4 REBAR FOUND FOR THE APPARENT SOUTHWEST CORNER OF SAID LOT 15 EAST REMAINDER PART AND OF SAID 8.674-ACRE TRACT OF LAND HEREIN DESCRIBED;

METES AND BOUNDS

8.674-Acre Tract
(Continue)

THENCE, N 08°24'26" E, WITH THE APPARENT WEST LOT LINE OF SAID LOT 15 EAST REMAINDER PART AND OF SAID 8.674-ACRE TRACT, A DISTANCE OF 550.00 FEET TO THE SAID NO. 4 REBAR FOUND FOR THE NORTHWEST CORNER OF SAID 8.674-ACRE TRACT OF LAND HEREIN DESCRIBED, AND ALSO BEING THE **POINT OF BEGINNING**, CONTAINING A GROSS OF 8.674ACRES OF LAND, MORE OR LESS.

Bearing basis as per NAD 1983 State Plane Texas South FIPS 4205 feet.

THE ABOVE DESCRIPTION WAS SURVEYED ON THE GROUND UNDER MY DIRECTION ON DECEMBER 02, 2025. SEE ACCOMPANIED SURVEY PLAT OF SAID 8.674-ACRE TRACT OF LAND.

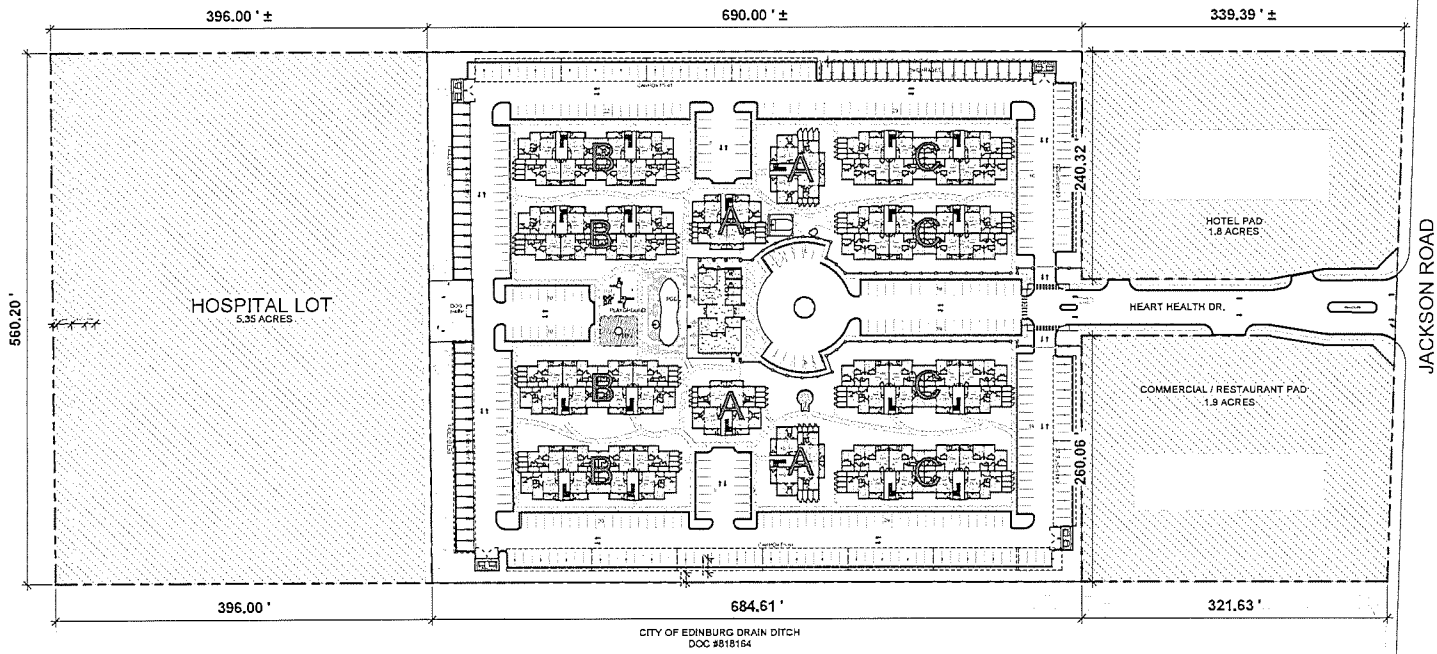
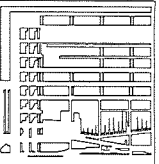


Homero Luis Gutierrez

March 13, 2025

Homero Luis Gutierrez – R.P.L.S. # 2791

Date



1 MASTER PLAN
1" = 50'-0"

PRELIMINARY
NOT FOR BUILDING PERMIT
OR CONSTRUCTION

KEY - PALACIOS & LEON
ARCHITECTURE
10000 E. FM 1960, SUITE 100
EDINBURG, TEXAS 78539
TEL: 281.486.1111
WWW.KEYPALACIOS.COM

NO.	DESCRIPTION	DATE
1	ISSUED FOR PERMIT	10/27/2024
2	ISSUED FOR CONSTRUCTION	

DESIGNED BY	
CHECKED BY	
DATE	

PROJECT	Mirabella II Apartments
LOCATION	EDINBURG TX 78539

PROJECT	Mirabella II Apartments
LOCATION	EDINBURG TX 78539
DATE	10/27/2024
SCALE	A1.0

DATE	10/27/2024
SCALE	A1.0

10/27/2024 5:50:40 PM

ZONE CHANGE APPLICATION

Today's Date: 2/25/20

Case # : _____

R2NE-2025-0261

Name: McAllen Heart Surgeon Bldg., LLC Phone No. : (956)458-7480

Contact Name: Dr. Filiberto Rodriguez Salinas

Mailing Address: 3000 Granite Drive City: Mission, TX Zip: 78572

Email Address: tereugarte@yahoo.com

Name: Borrego Construction, LLC Phone No. : (956)458-0546

Contact Name: Victor Borrego

Mailing Address: 7706 W. Expressway 83 City: Mission, TX Zip: 78572

Email Address: vmb@borregoframing.com

Address/Location being Rezoned: 4505 S. Jackson Rd. Edinburg, TX 78539

Legal Description of Property: _____ Property ID(s): 691730

Cornerstone Heart Hospital Subdivision Lots 1-21 4505 S Jackson Rd.

Zone Change: From: CG - COMMERCIAL, GENERAL To: RM - RESIDENTIAL, MULTIFAMILY

Existing Land Use: N/A, Empty Lot

Reason for Zone Change: _____

Victor Borrego
(Please Print Name)

[Signature]
Signature

AMOUNT PAID \$ _____

RECEIPT NUMBER _____

PUBLIC HEARING DATE (PLANNING & ZONING COMMISSION) - 5:30 PM : March 27, 2025

PUBLIC HEARING DATE (CITY COUNCIL) - 6:00 PM : April 15, 2025

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

THE CITY OF
Edinburg
NOTIFICATION

Dear Property Owner:

A public hearing will be held on Thursday, March 27, 2025, at 5:30 P.M. in the Edinburg City Hall, City Council Chambers, located at 415 West University Drive, at which time the Planning and Zoning Commission will address the following:

CONSIDER THE COMPREHENSIVE PLAN AMENDMENT FROM GENERAL COMMERCIAL USES TO MULTI-FAMILY RESIDENTIAL USES AND THE REZONING REQUEST FROM COMMERCIAL, GENERAL (CG) DISTRICT TO RESIDENTIAL MULTI-FAMILY (RM) DISTRICT, 8.674-ACRES OUT OF LOTS 10-17, CORNERSTONE HEART HOSPITAL, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN DOCUMENT NO. 1506791, HIDALGO COUNTY, TEXAS, LOCATED AT 4505 SOUTH JACKSON ROAD, AS REQUESTED BY BORREGO CONSTRUCTION, LLC.

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

This request is scheduled to be heard by the City Council on Tuesday, April 15, 2025, at 6:00 P.M. As a property owner within 300 ft. of the subject property, you are invited to attend. Please note that meeting time (s) and date (s) are subject to change. Therefore; please call on the date of the meeting to assure that the item is on the agenda. As part of the City effort to encourage greater participation in the rezoning process, the City is using this notice to solicit your input, but no action or response is required. Should you have any questions or need more information regarding this notice, you may call (956) 388-8202.

You may return your response by one of the following: MAIL: P. O. Box 1079 Edinburg, Texas 78540
FAX: (956) 292-2080 by Wednesday, March 26, 2025
EMAIL: planning@cityofedinburg.com by Wednesday, March 26, 2025

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

☐ In Favor/A Favor

☒ Against/En Contra

☐ No Comments/No Comentario

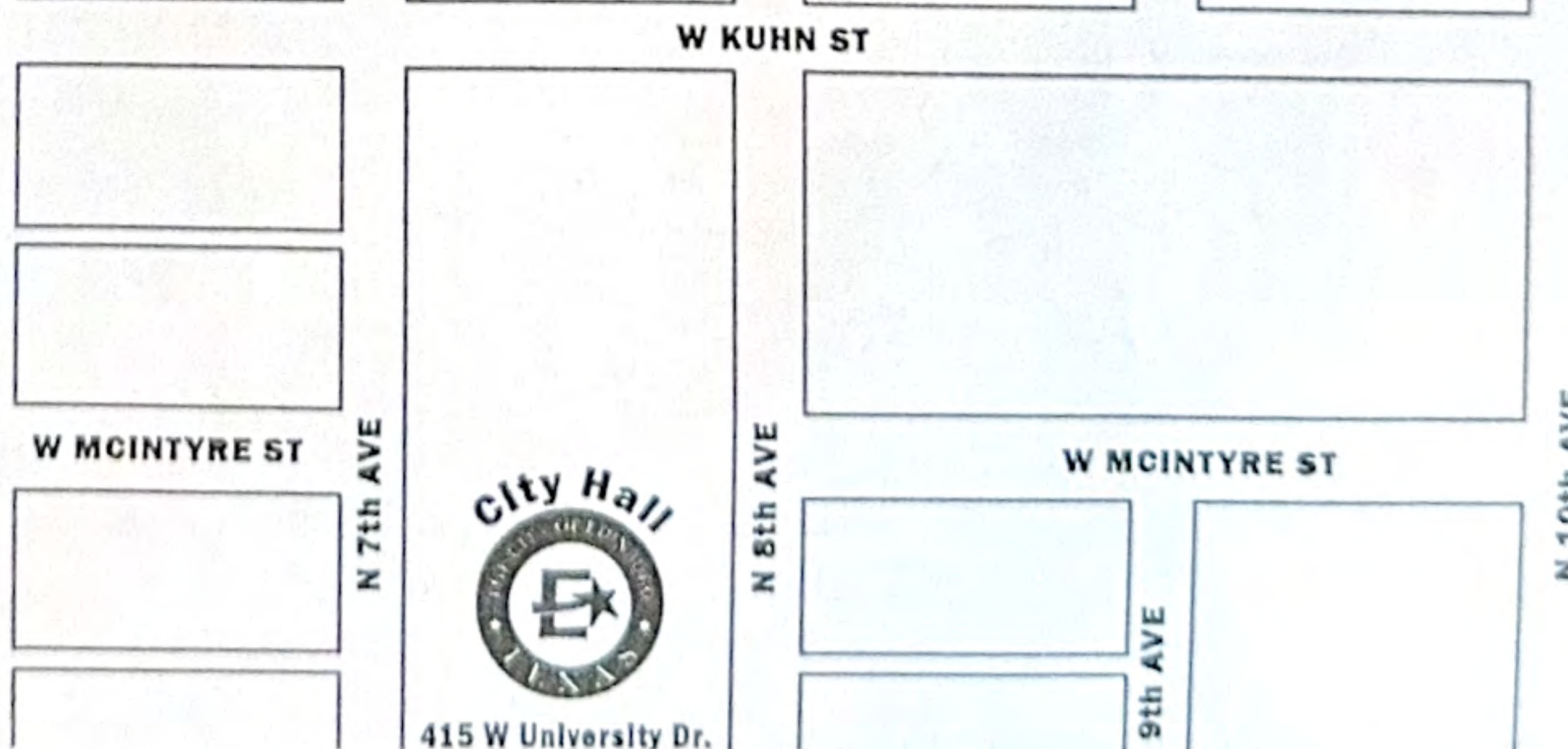
Comments: _____

Print Name: Lynette Martinez Phone No. 956-650-2578
Address: 2411 W Hampton Ave City: Edinburg State: TX Zip: 78539

NOTIFICACIÓN

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

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



OWNER NOTIFICATION LIST REPORT

PID:695052 CITY OF EDINBURG
PO BOX 1079
EDINBURG, TX 78540-1079

PID:694982 VILLARREAL ANTHONY CONNER
& LYNETTE REANN MARTINEZ
2411 HAMPTON AVE
EDINBURG, TX 78539-3059

PID:694971 SABEL INVSETMENTS FAMILY
LIMITED PARTNERSHIP
112 E ZENaida AVE
MCALLEN, TX 78504-1621

PID:694983 JERVES ELISA CAROLINA VELEZ
2417 W HAMPTON
EDINBURG, TX 78539-3059

PID:694978 SIMMS GLORIA PATRICIA
2307 W HAMPTON AVE
EDINBURG, TX 78539-3051

PID:691726 CHAPRA INVESTMENTS LLC
308 JAY AVE
MCALLEN, TX 78504-2160

PID:230913 SHEFFIELD PROPERTIES OF
ILLINOIS INC
1920 WESTRIDGE DR
IRVING, TX 75038-2901

PID:230912 CELEDON RUBEN
2018 N DOOLITTLE RD
EDINBURG, TX 78542-3366

PID:694987 JIMENEZ DAVID LEE & NANCY
4634 S CLOSNER BLVD
EDINBURG, TX 78539-7279

PID:694981 CANALES ANA LUCILA &
RICARDO III
2405 W HAMPTON AVE
EDINBURG, TX 78539-3059

PID:230918 ALVAREZ OCTAVIO &
EVANGELINA CO-TRUSTEES REVOCABLE
TRUST
2306 W TRENTON
EDINBURG, TX 78539-7063

PID:230911 SHRI NANAK CENTER
108 BLUEBIRD AVE
MCALLEN, TX 78504-2213

PID:691730 MCALLEN HEART SURGEONS
BUILDING
4419 N MCCOLL RD
MCALLEN, TX 78504-2464

PID:694980 A & J BLESSINGS LLC
5709 N 5TH ST
MCALLEN, TX 78504-2725

PID:694984 SHERLOCK REAL ESTATE LLC
5111 N 10TH ST NO 373
MCALLEN, TX 78504-2835

PID:230914 SHRI NANAK CENTER
108 BLUEBIRD AVE
MCALLEN, TX 78504-2213

PID:230919 CITY OF EDINBURG
PO BOX 1079
EDINBURG, TX 78540-1079

PID:694986 JIMENEZ DAVID LEE & NANCY S
4701 SHEFFIELD
EDINBURG, TX 78539-3047

OWNER NOTIFICATION LIST REPORT

PID:725703 PRAKMAN INC
4614 S BUSINESS HWY 281
EDINBURG, TX 78539-7279

PID:694985 ROCASS LLC
PO BOX 2663
MCALLEN, TX 78502-2663

PID:1235481 DREAMLAND ESTATES LLC
2900 N TEXAS BLVD STE 201
WESLACO, TX 78599-9602

PID:1235483 DREAMLAND ESTATES LLC
2900 N TEXAS BLVD STE 201
WESLACO, TX 78599-9602

PID:694976 CRUZ EDGAR & CLAUDIA
PIERSON
4702 OXFORD ST
EDINBURG, TX 78539-8737

PID:695051 BENTLEY ESTATE
HOMEOWNER'S ASSOCIATION
PO BOX 4481
EDINBURG, TX 78540-4481

PID:1235479 MENDOZA ENGINEERING PLLC
4435 S JACKSON RD STE A
EDINBURG, TX 78539-7789

PID:1235482 DREAMLAND ESTATES LLC
2900 N TEXAS BLVD STE 201
WESLACO, TX 78599-9602

PID:1461923 UHS OF CORNERSTONE INC
367 S GULPH ROAD
KINGS OF PRUSSIA, PA 19406-3121

PID:725702 HERNANDEZ DULCE M &
THOMAS F PHILLIPS
910 E BUSINESS 83
SAN JUAN, TX 78589-4628

ORDINANCE NO. _____

AN ORDINANCE AMENDING, SUPPLEMENTING, AND CHANGING THE BOUNDARIES OF COMMERCIAL, GENERAL (CG) DISTRICT TO RESIDENTIAL, MULTI-FAMILY (RM) DISTRICT, 8.674-ACRES OUT OF LOTS 10-17, CORNERSTONE HEART HOSPITAL, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN DOCUMENT NO. 1506791, HIDALGO COUNTY, TEXAS, LOCATED AT 4505 SOUTH JACKSON ROAD, EDINBURG, HIDALGO COUNTY, TEXAS, FROM ONE DISTRICT TO ANOTHER; PROVIDING A REPEALER CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE; PROVIDING FOR CODIFICATION; PROVIDING A WAIVER OF THE THREE (3) SEPARATE READINGS; AND ORDAINING OTHER PROVISIONS RELATED TO THE SUBJECT MATTER HEREOF.

WHEREAS, the owner of the herein described real estate has submitted to the Planning and Zoning Commission of the City of Edinburg, Texas, a proposed amendment, and the proposed supplement and change to the boundaries of the Commercial, General (CG) District to Residential, Multi-Family (RM) District, as set out in the Unified Development Code of the City of Edinburg, Texas, heretofore finally passed, approved, and adopted by said City Council on the 9th day of August, 2022. Such proposed amendment is to change the zoning of 8.674-Acres out of Lots 10-17, Cornerstone Heart Hospital, According to the Map or Plat thereof Recorded in Document No. 1506791, Hidalgo County, Texas, Located at 4505 South Jackson Road, Edinburg, Hidalgo County, Texas, from Commercial, General (CG) District to Residential, Multi-Family (RM) District, for a recommendation and report by said Planning and Zoning Commission; and

WHEREAS, the said Planning and Zoning Commission of the City of Edinburg, Texas, gave due notice as provided by said Unified Development Code of a public hearing to be held before said Planning and Zoning Commission, on March 27, 2025, at 5:30 P.M., in the Edinburg City Hall, City Council Chambers, located at 415 West University Drive, Edinburg, Texas, and said public hearing was held at such time and place, and all of which procedure in the giving of notice and the holding of said public hearing is hereby ratified and confirmed as meeting all the requirements of said Unified Development Code of the City of Edinburg, Texas and applicable statutes, providing said notice by U. S. Mail to all property owners and persons rendering property for taxation within 300 feet of the property affected not less than ten (10) days before said public hearing; and

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

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

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

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

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

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

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

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

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

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

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

READ, CONSIDERED, PASSED AND APPROVED at a regular meeting of the City Council of the City of Edinburg, Texas at which a quorum was present and which was held in accordance with V.T.C.A., Government Code, Section 551.041, on the 15th 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 Ramirez-Solis, City Attorney

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE CITY OF EDINBURG COMPREHENSIVE PLAN BY DETERMINING THAT THE DEVELOPMENT FACTORS WITHIN THE CITY HAVE ADJUSTED SUCH THAT THE PROPOSED USE OF 8.674-ACRES OUT OF LOTS 10-17, CORNERSTONE HEART HOSPITAL, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN DOCUMENT NO. 1506791, HIDALGO COUNTY, TEXAS, LOCATED AT 4505 SOUTH JACKSON ROAD, SHOULD BE FOR MULTI-FAMILY RESIDENTIAL USES; PROVIDING A REPEALER CLAUSE; PROVIDING A SAVINGS CLAUSE, PROVIDING FOR PUBLICATION AND EFFECTIVE DATE; PROVIDING A WAIVER OF THREE (3) SEPARATE READINGS; AND ORDAINING OTHER PROVISIONS RELATED TO THE SUBJECT MATTER THEREOF.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

READ, CONSIDERED, PASSED AND APPROVED at a regular meeting of the City Council of the City of Edinburg, Texas, at which a quorum was present and which was held in accordance with V.T.C.A., Government Code, Section 551.041, on the 15th 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 Ramirez-Solis, City Attorney



CITY OF EDINBURG - CITY COUNCIL

Meeting Date: April 15, 2025

PUBLIC HEARINGS

Agenda Item No: 9.C.

Rezoning Request - Jose Frank Garcia

1. **Agenda Item:**

Hold Public Hearing and Consider the Ordinance Providing for the Rezoning Request from Residential, Multi-Family (RM) District to Residential, Primary (RP) District, a 0.20 Acre Tract of Land Out of Lot 1, Section 280, Texas-Mexican Railway Company Survey, Hidalgo County, Texas, as Per Map Recorded in Volume 24, Page 168-171, Deed Records of Hidalgo County, Texas, Located at 715 North Hoehn Road, as Requested by Jose Frank Garcia. [Jaime Acevedo, Director of Planning & Zoning]

2. **Description:**

This property is located on the southwest corner of West Schunior Street and North Hoehn Road. The property has a total frontage of 119.33 feet along North Hoehn Road and a total lot area of approximately 8,712 square feet (0.20 acre). The property is currently zoned Residential, Multi-Family (RM) District, which is a high intensity residential district intended to accommodate various multi-family residential uses (2 or more dwelling units on a single lot). The requested zoning designation is the Residential, Primary (RP) District, which is the primary residential district, intended to permit a wide range of single-family residential uses. The lot is currently vacant and the applicant indicated the reason for the zone change request is to build a home on the property.

Adjacent zoning is Residential, Suburban (RS) District to the north, Residential, Primary (RP) District to the east, and Residential, Multi-family (RM) District to the south and west. Surrounding land consists of residential uses. The future land use designation for this property is for Auto-Urban Uses. Staff mailed a notice of the public hearing to 25 neighboring property owners on Friday, March 14, 2025, and received no comments in favor or against this request at the time this report was prepared. Notice of this public hearing was published in the newspaper on March 26, 2025.

A Certificate of Compliance was issued to the property owner on September 12, 2023, confirming adherence to the City of Edinburg's Subdivision Regulations. On February 26, 2025, the Zoning Board of Adjustment approved a variance for the applicant to install an onsite sewage facility (septic tank).

On March 18, 2025, Planning staff met with City of Edinburg development departments to discuss the proposed rezoning. It was determined infrastructure in this area will support the proposed development.

On March 27, 2025, the Planning & Zoning Commission recommended with a unanimous vote of 4-0 to approve the Rezoning Request.

3. **Staff's Recommendation:**

Staff recommends approval of the Rezoning Request from Residential, Multi-Family (RM) District to Residential, Primary (RP) District based on surrounding land uses and the character of the area. If approved, the applicant will need to comply with all requirements during the permitting process

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

Reviewed by:

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
- B. Ordinance

MEETING DATES:
PLANNING & ZONING COMMISSION – 03/27/25
CITY COUNCIL – 04/15/25
DATE PREPARED – 03/19/25

STAFF REPORT
GENERAL INFORMATION

APPLICATION: Rezoning Request from Residential, Multi-Family (RM) District to Residential, Primary (RP) District

APPLICANT: Virginia Ann Ruiz-Reyes

AGENT: Jose Frank Garcia

LEGAL: A 0.20 Acre tract of land out of Lot 1, Section 280, Texas-Mexican Railway Company Survey, Hidalgo County, Texas, as per map recorded in Volume 24, Page 168-171, Deed Records of Hidalgo County, Texas

LOCATION: 715 North Hoehn Road

LOT/TRACT SIZE: approximately 8,712 square feet (0.20 acre)

CURRENT USE: Vacant land

PROPOSED USE: Residential development

EXISTING ZONING: Residential, Multi-Family (RM) District

ADJACENT ZONING: North – Residential, Suburban (RS) District
South – Residential, Multi-Family (RM) District
East – Residential, Primary (RP) District
West – Residential, Multi-Family (RM) District

LAND USE PLAN: Auto-Urban Uses

PUBLIC SERVICES: Sharyland Water Supply Corporation Water and an On-site Sewage Facility

RECOMMENDATION: Staff recommends approval of the Rezoning Request from Residential, Multi-Family (RM) District to Residential, Primary (RP) District based on surrounding land uses and the character of the area.

**REZONING REQUEST
JOSE FRANK GARCIA**

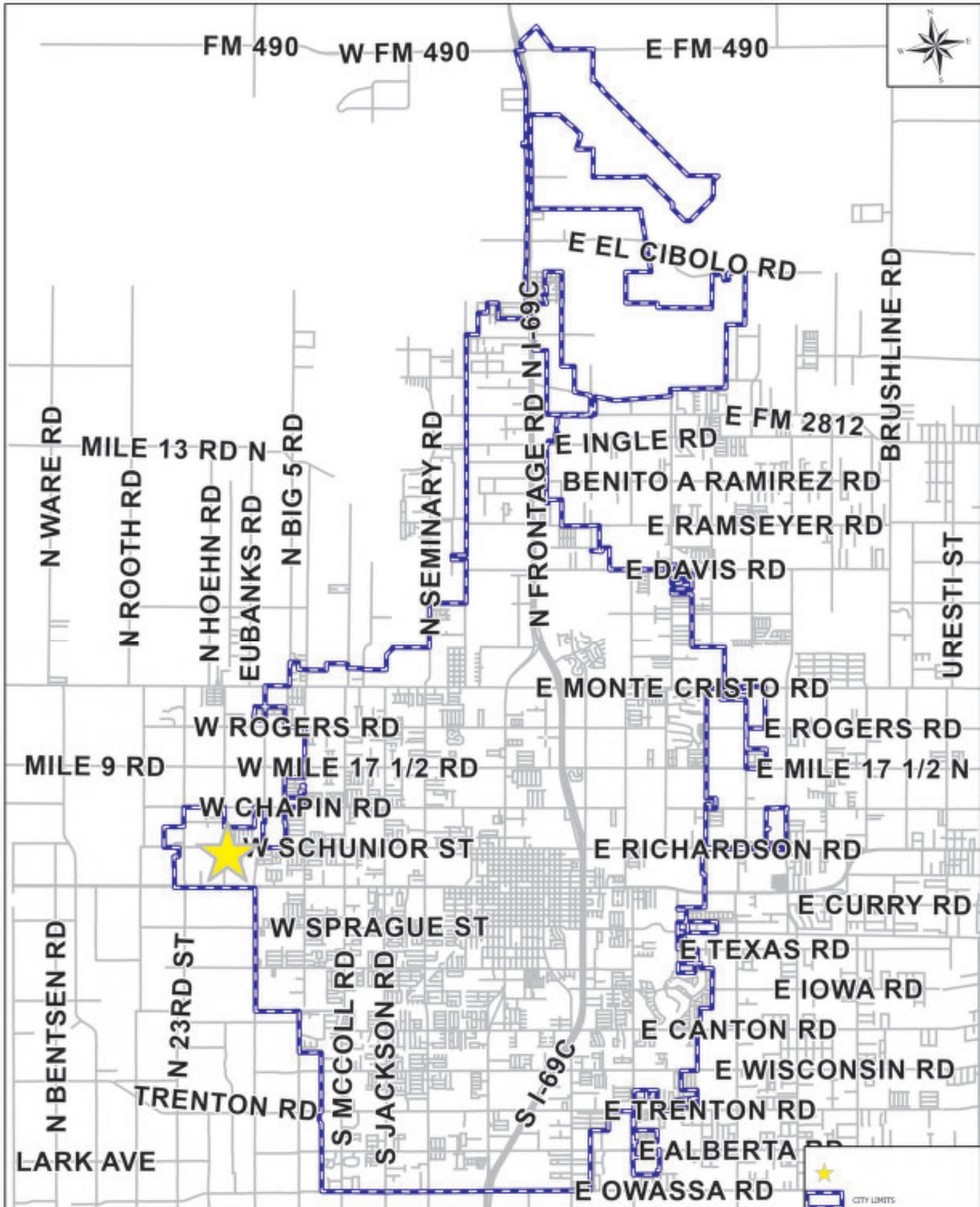
EVALUATION

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

1. The lot is currently vacant and the applicant indicated the reason for the zone change request is to build a home on the property.
2. Surrounding land consists of residential uses.
3. The proposed zoning is consistent with the Future Land Use Plan.

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

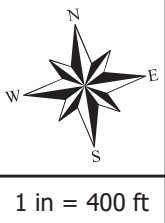
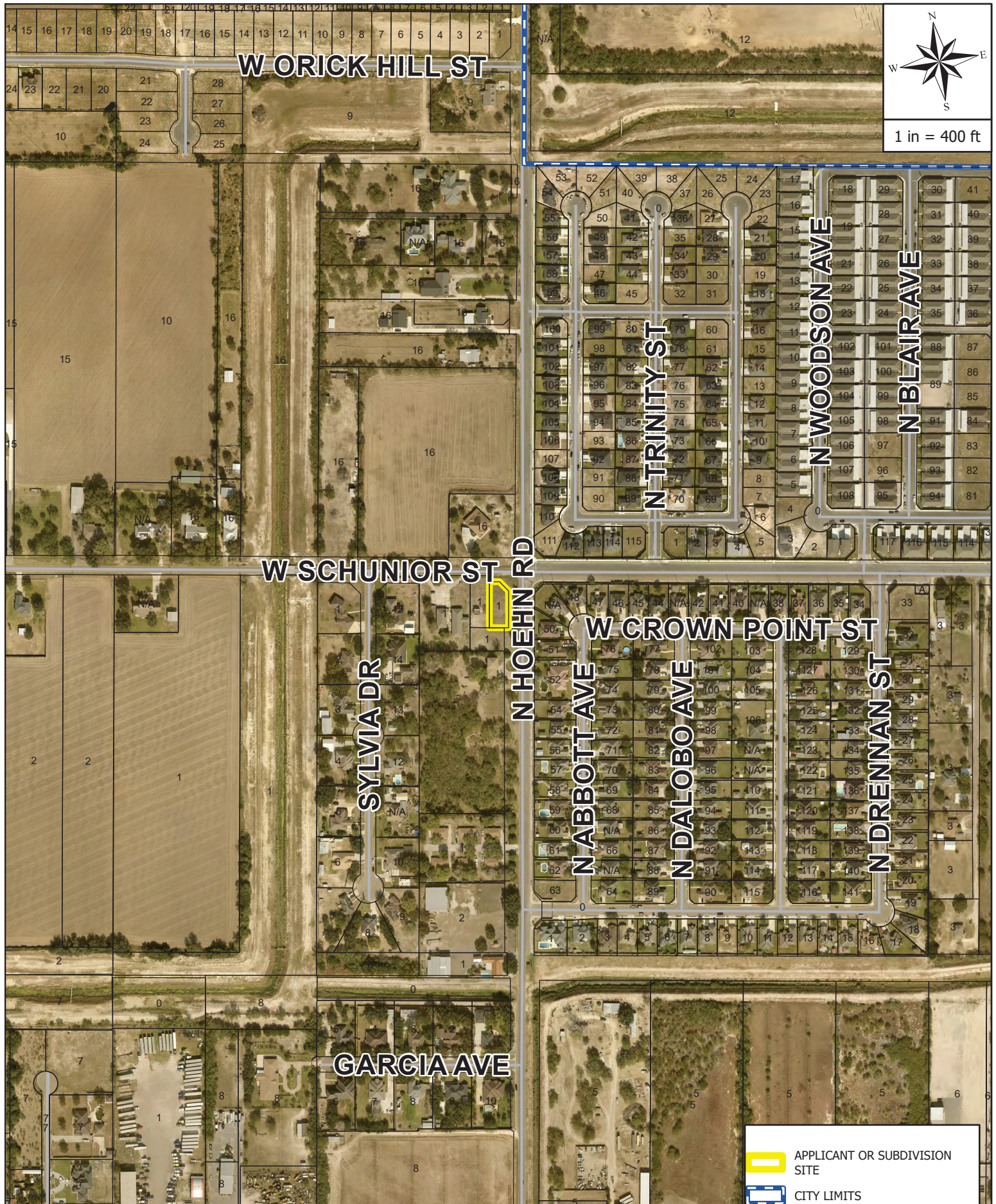
Staff mailed a notice of the public hearing to 25 neighboring property owners on Friday, March 14, 2025, and received no comments in favor or against this request at the time this report was prepared. Notice of this public hearing was published in the newspaper on March 26, 2025.



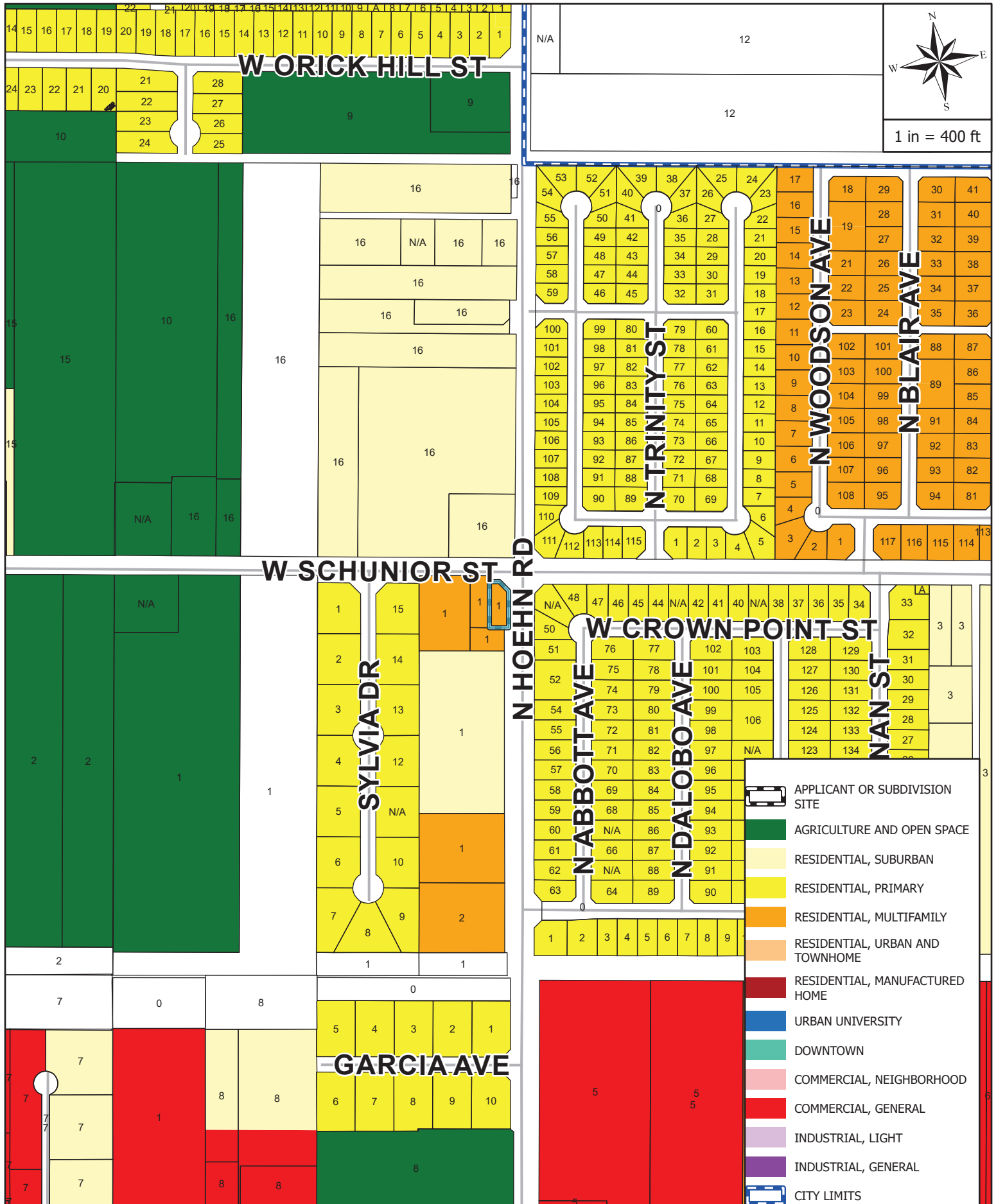
EDINBURG NEW DEVELOPMENT MAP

APPLICANT AND/OR SUBDIVISION:

RZNE-2025-0253 715 N HOEHN RD - JOSE FRANK GARCIA



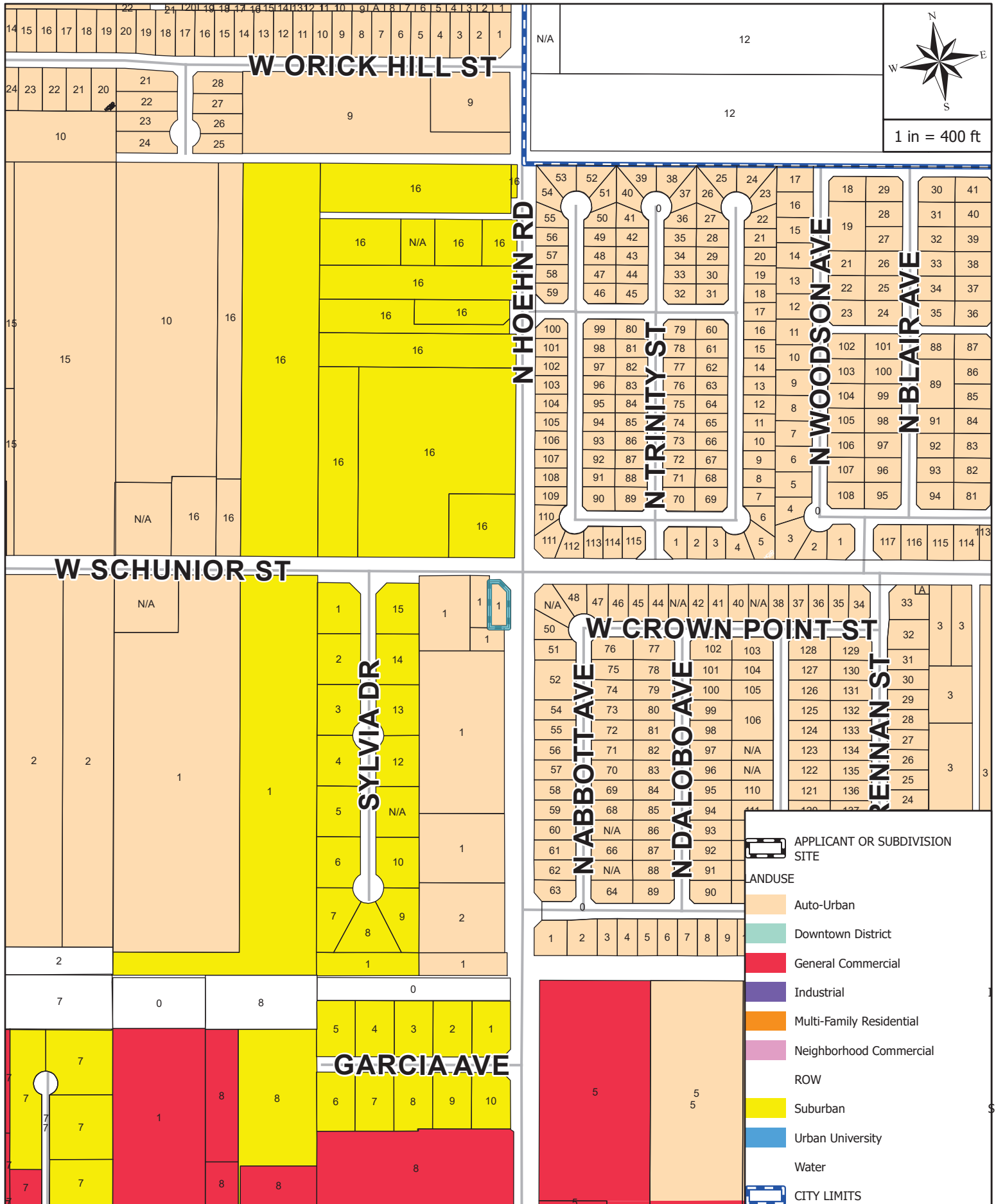
AERIAL MAP
APPLICANT AND/OR SUBDIVISION:
 RZNE-2025-0253 715 N HOEHN RD - JOSE FRANK GARCIA

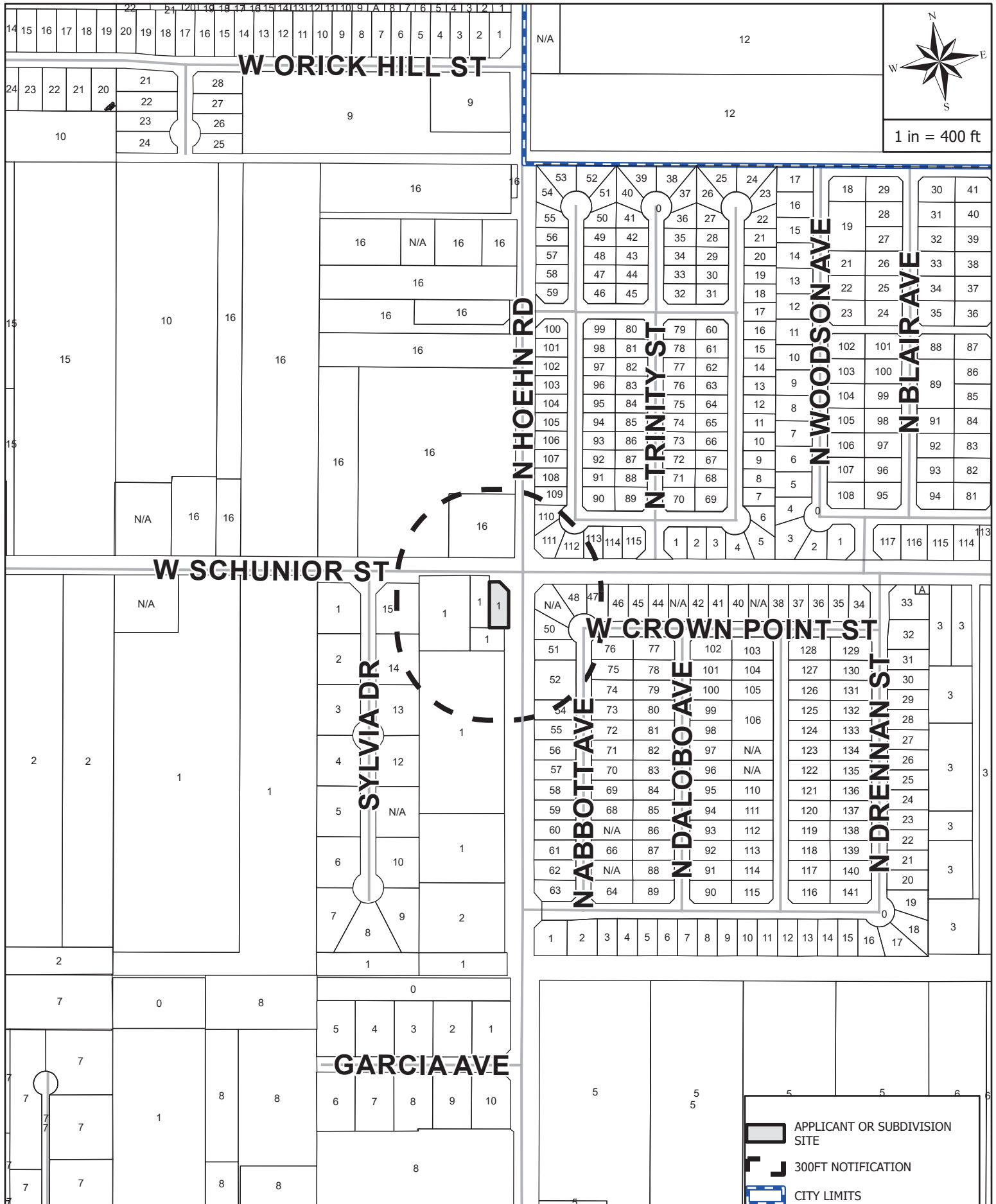


ZONING MAP

APPLICANT AND/OR SUBDIVISION:

RZNE-2025-0253 715 N HOEHN RD - JOSE FRANK GARCIA

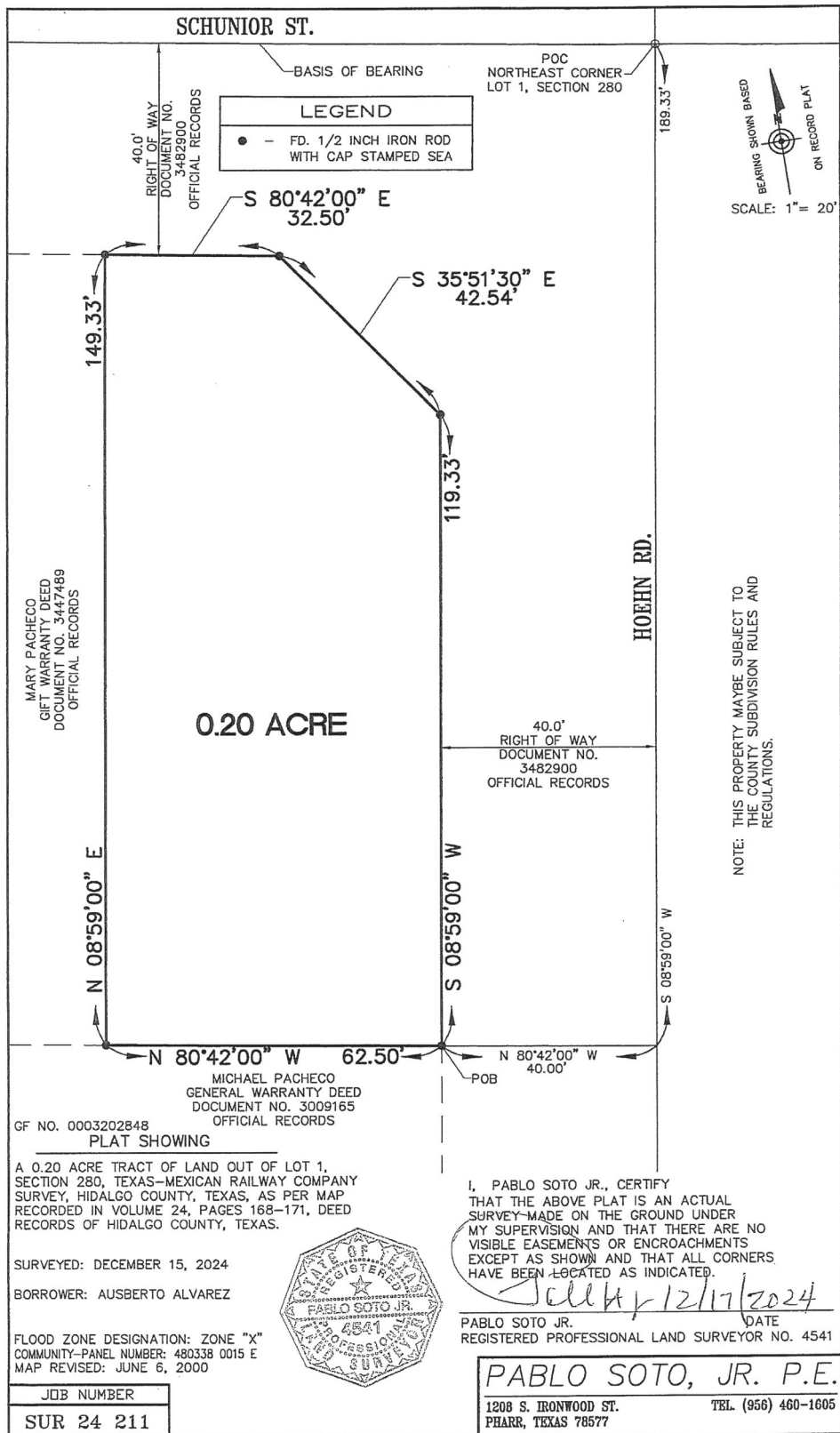




MAILOUT AND SITE MAP

APPLICANT AND/OR SUBDIVISION:

RZNE-2025-0253 715 N HOEHN RD - JOSE FRANK GARCIA



Planning & Zoning

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



Zone Change Application

ENERGOV CASE #

R2NE-2025-0253

Date: **December 31, 2024**

1. Property Owner (required): **Virginia Ann Ruiz-Reyes** 2. Phone: **(956) 457-4022**

3. Mailing Address: **3701 W Schunior St**

4. City: **Edinburg** State: **TX** Zip: **78541**

5. Owner's Email: **greyes1959@yahoo.com** 6. Cell No. _____

7. Agent (not owner): **Jose Frank Garcia** 8. Agent's Phone: **(956) 207-6328**

9. Agent's Mailing Address: **1015 Berkely Dr**

10. City: **Edinburg** State: **TX** Zip: **78539**

11. Agent's Email: **frankgarciarealtor1@gmail.com**

12. Address/Location being Rezoned: **715 N Hoehn Edinburg, TX 78541**

13. Legal Description of Property: _____ 14. Property ID(s): **297646**
TEX-MEX SURVEY LOT E122.50'-S110'-N189' 0.45AC GR .4455AC GR .2055AC NET

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

16. Existing Land Use: **Vacant Land**

17. Reason for Zone Change: **Buyer Wants to Built a Home**

Virginia Ann Ruiz-Reyes

(Please Print Name)


Virginia Ann Ruiz-Reyes

Signature

01/06/2025

OFFICE USE ONLY

REVIEWED BY _____ DATE RECEIVED _____

PID: 1465142 ATWOOD ESTATES HOA INC
1200 AUBURN AVE STE 250
MCALLEN, TX 78504-1403

PID: 297648 CANO RUBEN JR & MARIA
GUADALUPE
3723 SHARON ST
EDINBURG, TX 78541-5539

PID: 706694 COLEMAN GEORGE E SR & ANNA B
615 ABBOTT AVE
EDINBURG, TX 78541-4635

PID: 706691 GARCIA DILZA LUCIA
707 ABBOTT AVE
EDINBURG, TX 78541-4634

PID: 706716 GARZA BRIANNA RENEE & DANIEL
708 ABBOTT AVE
EDINBURG, TX 78541-4637

PID: 538503 GONZALEZ ALBERT & SANDRA
702 SYLVIA DR
EDINBURG, TX 78541-9295

PID: 297647 HERNANDEZ RICARDO & PATRICIA
MCFARLEY
661 N BRIAR HILL LN APT 6
ADDISON, IL 60101-2245

PID: 584630 LUNA RALPH & ELOISA
1311 N HOEHN RD
EDINBURG, TX 78541-7254

PID: 901721 PACHECO MARY
507 PERKINS AVE
MISSION, TX 78572

PID: 706692 PAOLONI SIMONE & TINA S
703 ABBOTT AVE
EDINBURG, TX 78541-4634

PID: 1465253 ATWOOD SUBDIVISION LLC
100 E NOLANA AVE STE 130
MCALLEN, TX 78504

PID: 1465252 CIMA HOMES & INVESTMENTS LLC
4820 ESTANCIA PKWY
MCALLEN, TX 78504-9803

PID: 706715 EDWARDS KATHRYN & ORVILLE
EVERTON
704 ABBOTT AVE
EDINBURG, TX 78541-4637

PID: 538500 GARCIA VELMA
620 SYLVIA ST
EDINBURG, TX 78541-9446

PID: 538504 GARZA PEDRO III III
710 SYLVIA ST
EDINBURG, TX 78541-9295

PID: 706690 HAUEISEN MADISON KAYLENE
2223 HICKORY LAWN DR
HOUSTON, TX 77077

PID: 706688 LA GRANGE JUSTIN ROSS
5111 CROWN POINT
EDINBURG, TX 78541-5403

PID: 1465254 MOROLES BRADEN JAROD & SOFIA
MONCAYO
1419 S FLAG ST APT 1
PHARR, TX 78577-0605

PID: 901722 PACHECO MICHAEL
507 PERKINS AVE
MISSION, TX 78572-5155

PID: 297646 RUIZ-REYES VIRGINIA ANN
3701 W SCHUNIOR ST
EDINBURG, TX 78541-9459

OWNER NOTIFICATION LIST REPORT

PID: 1465251 TESKEY WILLIAM A & SUSAN LYNNE
120 GERALD AVE
READING, PA 19607-2314

PID: 706687 VELAZQUEZ LUIS DONALDO &
JOCELINE QUINTERO
5107 CROWN POINT ST
EDINBURG, TX 78541-5403

PID: 706831 ATTN: SAMSON PROPERTY
MANAGEMENT WISTERIA HEIGHTS SUBDIVISION
HOMEOWNER'S ASSOCIATION INC
PO BOX 6075
MCALLEN, TX 78502-6075

PID: 1465255 TIJERINA SAMUEL & GABRIELA O
5108 W BURBERRY ST
EDINBURG, TX 78541

PID: 294774 VIDAL CRISELDA
811 N HOEHN RD
EDINBURG, TX 78541-8217

PID: 706689
NO DATA

ORDINANCE NO. _____

AN ORDINANCE AMENDING, SUPPLEMENTING, AND CHANGING THE BOUNDARIES OF RESIDENTIAL, MULTI-FAMILY (RM) DISTRICT TO RESIDENTIAL, PRIMARY (RP) DISTRICT, A 0.20 ACRE TRACT OF LAND OUT OF LOT 1, SECTION 280, TEXAS-MEXICAN RAILWAY COMPANY SURVEY, HIDALGO COUNTY, TEXAS, AS PER MAP RECORDED IN VOLUME 24, PAGE 168-171, DEED RECORDS OF HIDALGO COUNTY, TEXAS, LOCATED AT 715 NORTH HOEHN ROAD, EDINBURG, HIDALGO COUNTY, TEXAS, FROM ONE DISTRICT TO ANOTHER; PROVIDING A REPEALER CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE; PROVIDING FOR CODIFICATION; PROVIDING A WAIVER OF THE THREE (3) SEPARATE READINGS; AND ORDAINING OTHER PROVISIONS RELATED TO THE SUBJECT MATTER HEREOF.

WHEREAS, the owner of the herein described real estate has submitted to the Planning and Zoning Commission of the City of Edinburg, Texas, a proposed amendment, and the proposed supplement and change to the boundaries of the Residential, Multi-Family (RM) District to Residential, Primary (RP) District, as set out in the Unified Development Code of the City of Edinburg, Texas, heretofore finally passed, approved, and adopted by said City Council on the 9th day of August, 2022. Such proposed amendment is to change the zoning of A 0.20 Acre tract of land out of Lot 1, Section 280, Texas-Mexican Railway Company Survey, Hidalgo County, Texas, as per map recorded in Volume 24, Page 168-171, Deed Records of Hidalgo County, Texas, Located at 715 North Hoehn Road, Edinburg, Hidalgo County, Texas, from Residential, Multi-Family (RM) District to Residential, Primary (RP) District, for a recommendation and report by said Planning and Zoning Commission; and

WHEREAS, the said Planning and Zoning Commission of the City of Edinburg, Texas, gave due notice as provided by said Unified Development Code of a public hearing to be held before said Planning and Zoning Commission, on March 27, 2025, at 5:30 P.M., in the Edinburg City Hall, City Council Chambers, located at 415 West University Drive, Edinburg, Texas, and said public hearing was held at such time and place, and all of which procedure in the giving of notice and the holding of said public hearing is hereby ratified and confirmed as meeting all the requirements of said Unified Development Code of the City of Edinburg, Texas and applicable statutes, providing said notice by U. S. Mail to all property owners and persons rendering property for taxation within 300 feet of the property affected not less than ten (10) days before said public hearing; and

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

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

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

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

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

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

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

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

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

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

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

READ, CONSIDERED, PASSED AND APPROVED at a regular meeting of the City Council of the City of Edinburg, Texas at which a quorum was present and which was held in accordance with V.T.C.A., Government Code, Section 551.041, on the 15th 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 Ramirez-Solis, City Attorney



CITY OF EDINBURG - CITY COUNCIL

Meeting Date: April 15, 2025

PUBLIC HEARINGS

Agenda Item No: 9.D.

Special Use Permit

1. **Agenda Item:**

Hold Public Hearing and Consider the Ordinance Providing for the Special Use Permit for On-Premise Consumption of Alcoholic Beverages for Late Hours, Being Lots 16-17, Blk 233, Edinburg Original Townsite, Located at 108 North 12th Avenue, as Requested by Crazy Hat Entertainment LLC. [Jaime Acevedo, Director of Planning & Zoning]

2. **Description:**

The applicant is requesting a Special Use Permit for the On-Premise Consumption of Alcoholic Beverages, Beer and Wine Permit for Late Hours.

The property is located on the east side of North 12th Avenue approximately 100 feet north of East University Drive. The property has 50 ft. of frontage along North 12th Avenue and a lot depth of 142 ft. The property is home to The Citrus Live and is located in the Downtown (DT) District. Adjacent zoning is Downtown (DT) District in all directions.

The applicant is bringing what was once know as the Citrus Theatre back to life as a live event venue space. This venue will host live shows, concerts, and other events for nightlife in the City of Edinburg. The applicant is requesting a permit to sell alcohol as well late hours at said location. The proposed hours of operation are Monday through Sunday from 9:00 a.m. to 2:00 a.m. Staff received a Special Use Permit Application: On-premise Consumption of Alcoholic Beverages for Late Hours on January 28, 2025. If approved, the applicant will proceed to obtain the necessary permit from the Texas Alcoholic Beverage Commission.

Staff mailed a notice of the public hearing to 28 neighboring property owners on Friday, March 28, 2025, and received no comments in favor or against this request at the time this report was prepared. Notice of this public hearing was published in the newspaper on March 26, 2025.

On April 10, 2025, the Planning & Zoning Commission recommended with a unanimous vote of 5-0 to approve the Special Use Permit for On-Premise Consumption of Alcoholic Beverages For Late Hours.

3. **Staff's Recommendation:**

Staff recommends approval of the special use permit based the location and intent for this activity. The downtown district accommodates a wide variety of land uses. The proposed use should not present a conflict with existing adjacent uses. Furthermore, as proposed, revenue from alcohol sales is unlikely to exceed 51% of the total revenue If approved, the applicant will be required to comply with the additional following conditions:

1. The applicant complies with the hours of operation for the On-Premise Consumption of beer, wine and mixed beverages as allowed by the City and the Texas Alcoholic Beverage Commission.
2. Adequate security lighting must be provided for customer's safety and crime prevention

purposes.

3. The applicant complies with all city requirements, including but not limited to building, building occupancy, fire codes, health permit, landscaping, parking, and all other City requirements.
4. Operations in connection with the proposed special use permit must not be more objectionable to nearby properties by reason of noise or other characteristics than would the operations of any permitted use not requiring special use approval. The use must comply with the City's Noise Standards as per the Unified Development Code.
5. The Special Use Permit may be revoked at any time by the Planning and Zoning Commission and City Council. **1year permit renewal application will need to be turned in prior to February 1, 2026.**

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
- B. Ordinance

MEETING DATES:
PLANNING & ZONING COMMISSION – 04/10/2025
CITY COUNCIL – 04/15/2025
DATE PREPARED – 04/02/2025

STAFF REPORT
GENERAL INFORMATION

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

APPLICANT: Crazy Hat Entertainment LLC.

AGENT: Not Applicable

LEGAL: Lots 16-17, Blk 233, Edinburg Original Townsite

LOCATION: 108 North 12th Avenue

LOT/TRACT SIZE: 7,100 square feet

CURRENT USE: Citrus Live Theatre

PROPOSED USE: Citrus Live Theatre

EXISTING ZONING: Downtown (DT) District

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

LAND USE PLAN: Downtown

PUBLIC SERVICES: City of Edinburg Water and Sewer

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

SPECIAL USE PERMIT – ON-PREMISE CONSUMPTION OF ALCOHOL CRAZY HAT ENTERTAINMENT LLC.

EVALUATION

The following is staff's evaluation of the request.

1. The area is characterized by mixed commercial uses, consistent with downtown area. There is "Sidebar" known as a Elegant Jazz Restaurant located to the east of the proposed location.
2. The applicant is requesting the City's approval to sell beer and wine at the subject location for late hours.
3. The hours proposed by the applicant are Monday through Sunday from 9:00 a.m. to 2:00 a.m. These hours conform to TABC regulations.
4. The project, as proposed, is unlikely to present a conflict with surrounding uses.
5. Consumption of alcohol should be limited to the eating area designated by the applicant. Pedestrians taking open containers off of the subject property could result in violation of Edinburg Code of Ordinances, Title XI, Chapter 110, Section 110.10.

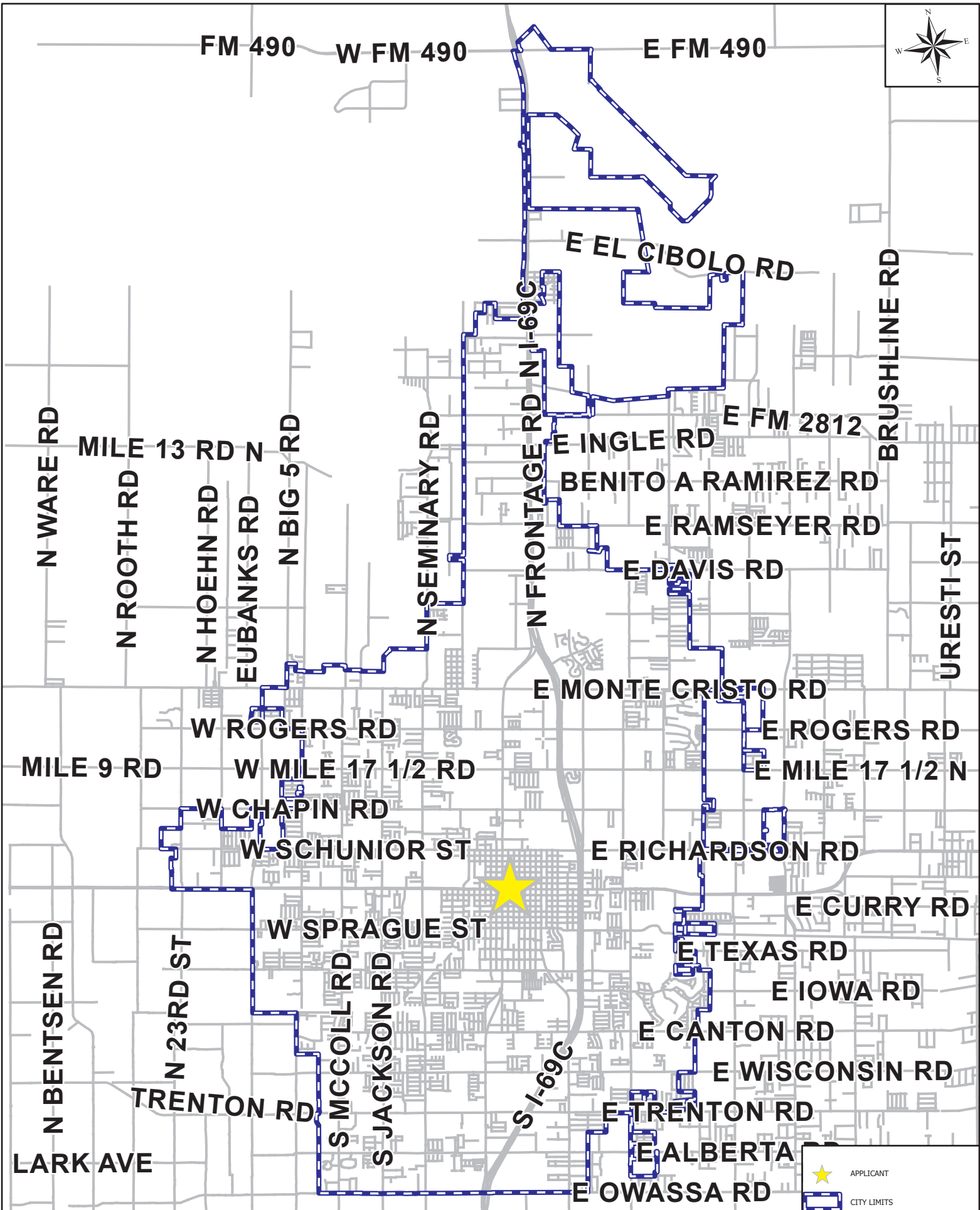
Staff recommends approval of the special use permit based the location and intent for this activity. The downtown district accommodates a wide variety of land uses. The proposed use should not present a conflict with existing adjacent uses. Furthermore, as proposed, revenue from alcohol sales is unlikely to exceed 51% of the total revenue If approved, the applicant will be required to comply with the additional following conditions:

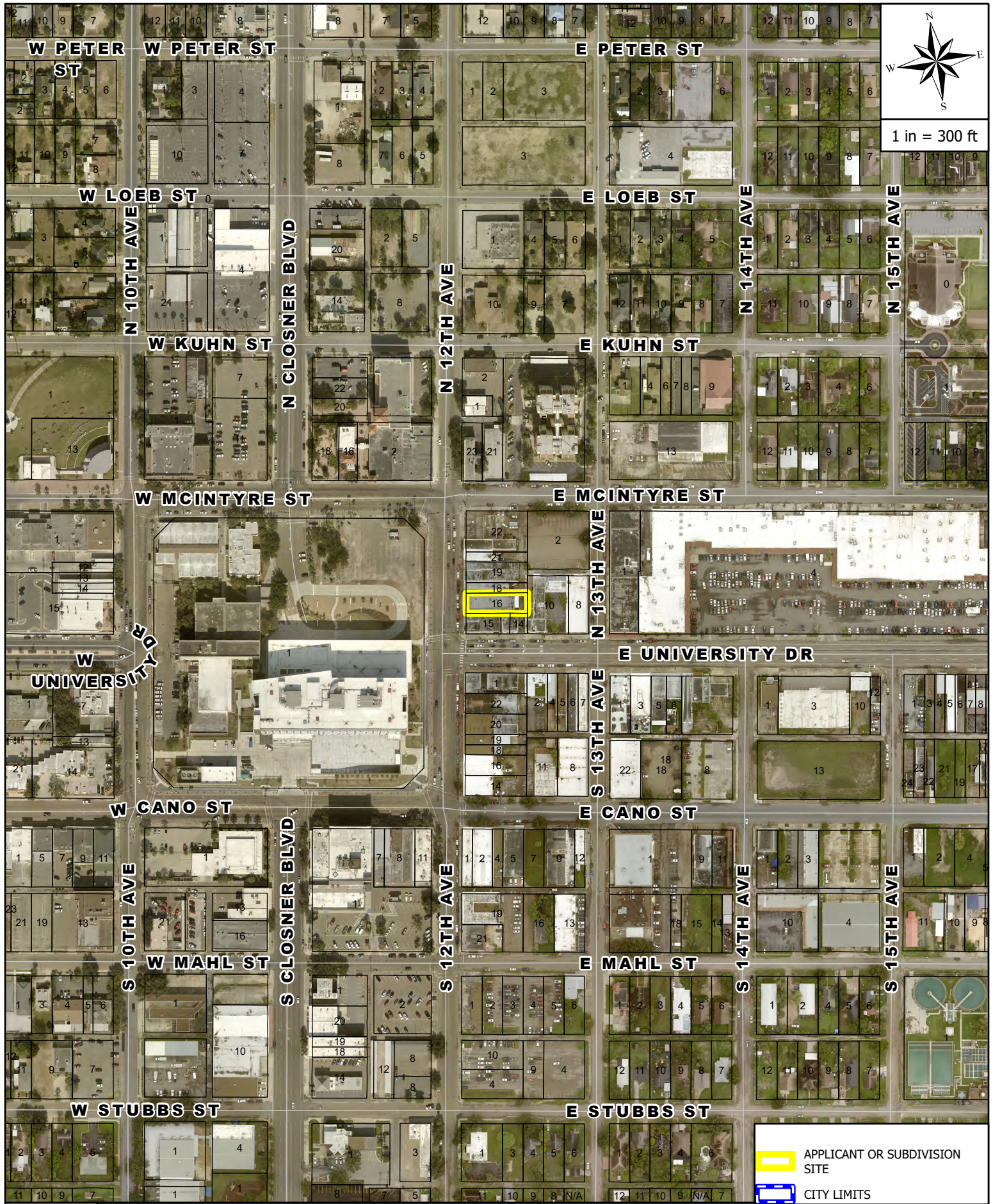
1. The applicant complies with the hours of operation for the On-Premise Consumption of beer, wine and mixed beverages as allowed by the City and the Texas Alcoholic Beverage Commission.
2. Adequate security lighting must be provided for customer's safety and crime prevention purposes.
3. The applicant complies with all city requirements, including but not limited to building, building occupancy, fire codes, health permit, landscaping, parking, and all other City requirements.
4. Operations in connection with the proposed special use permit must not be more objectionable to nearby properties by reason of noise or other characteristics than would the operations of any permitted use not requiring special use approval. The use must comply with the City's Noise Standards as per the Unified Development Code.
5. The Special Use Permit may be revoked at any time by the Planning and Zoning Commission and City Council. **1year permit renewal application will need to be turned in prior to February 1, 2026.**

The City may impose appropriate conditions and safeguards including a specific period of time. Each permit is reviewed on a case by case basis and neighborhood input is a vital component in

the final outcome of an application for the On-Premise Consumption of beer and wine and mixed beverages at this location. Additionally, land use characteristics of an area, traffic and other factors are considered in reviewing these requests.

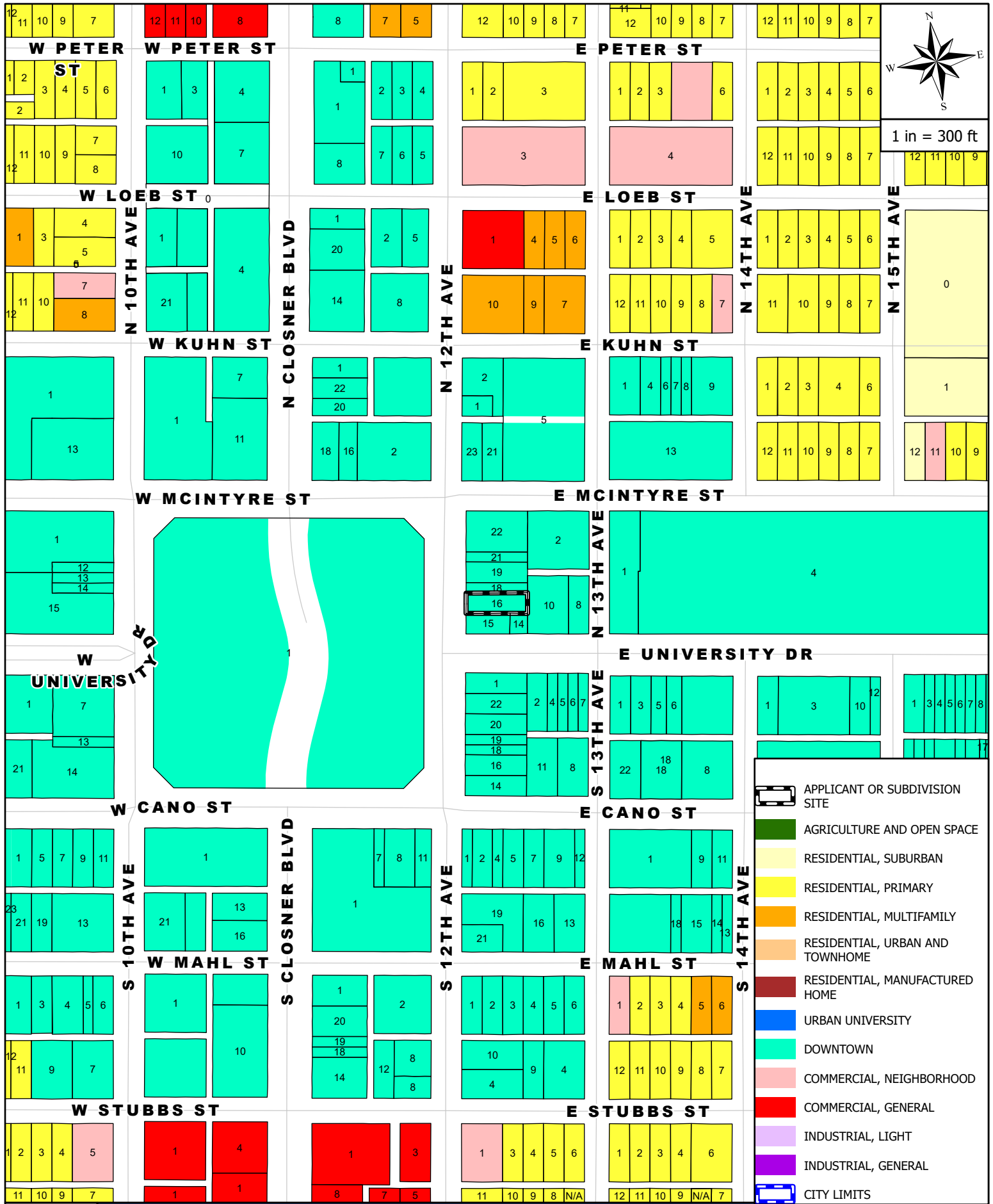
Staff mailed a notice of the public hearing to 38 neighboring property owners on Friday, March 28, 2025, and received no comments in favor or against this request at the time this report was prepared. Notice of this public hearing was published in the newspaper on March 26, 2025.





AERIAL MAP
APPLICANT AND/OR SUBDIVISION:

USE-2025-0006 CRAZY HAT ENTRETAINMENT



ZONING MAP

APPLICANT AND/OR SUBDIVISION:

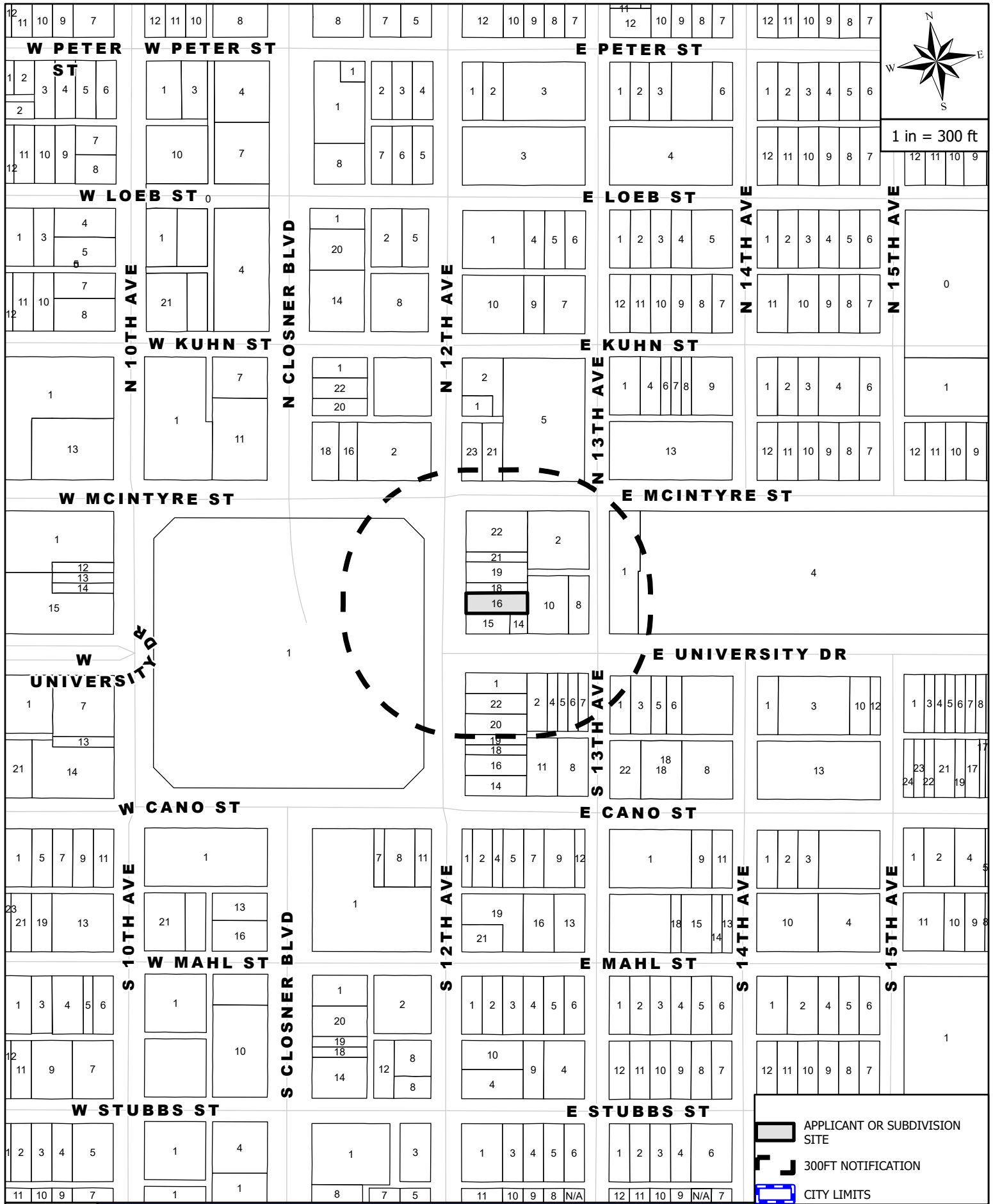
USE-2025-0006 CRAZY HAT ENTRETAINMENT



FUTURE LANDUSE MAP

APPLICANT AND/OR SUBDIVISION:

USE-2025-0006 CRAZY HAT ENTRETAINMENT



MAILOUT AND SITE MAP
APPLICANT AND/OR SUBDIVISION:

USE-2025-0006 CRAZY HAT ENTRETAINMENT



Rezoning Request Site Photo

Crazy Hat Entertainment LLC
108 North 12th Avenue



BUSINESS PLAN

The Citrus Live

Revitalization of the Historic Citrus Theater
108 N. 12th Ave.
Edinburg, TX 78539

Executive Summary

The Company

Opened with a "Black Tie Affair" on Jan. 17, 1941, the original Citrus Theater was a staple of entertainment and nightlife in Downtown Edinburg for roughly 50 years.

Not only did it bring cinematic classics to Edinburg residents, but it also highlighted worldwide events and news such as the Attack on Pearl Harbor, Battle of The Bulge, The Cuban Missile Crisis, Vietnam, and The Civil Rights Movement.

Though it has sat empty for decades, reinventing the historic space as a multi-use live event venue with space for daily business avenues, the reinvented The Citrus Live will once again bring entertainment and nightlife to a revitalized Downtown Edinburg.

The Ownership

The real estate ownership company will be structured as a limited liability company (LLC)- Crazy Hat Entertainment, LLC. Crazy Hat Entertainment, LLC, in turn, will lease out the usage of the facility to The Citrus Live, LLC for operations and management of the property.

The Management

The management of the company will be Aaron Nick Cantu of The Citrus Live, LLC serving as lead with assistance from a staffed team.

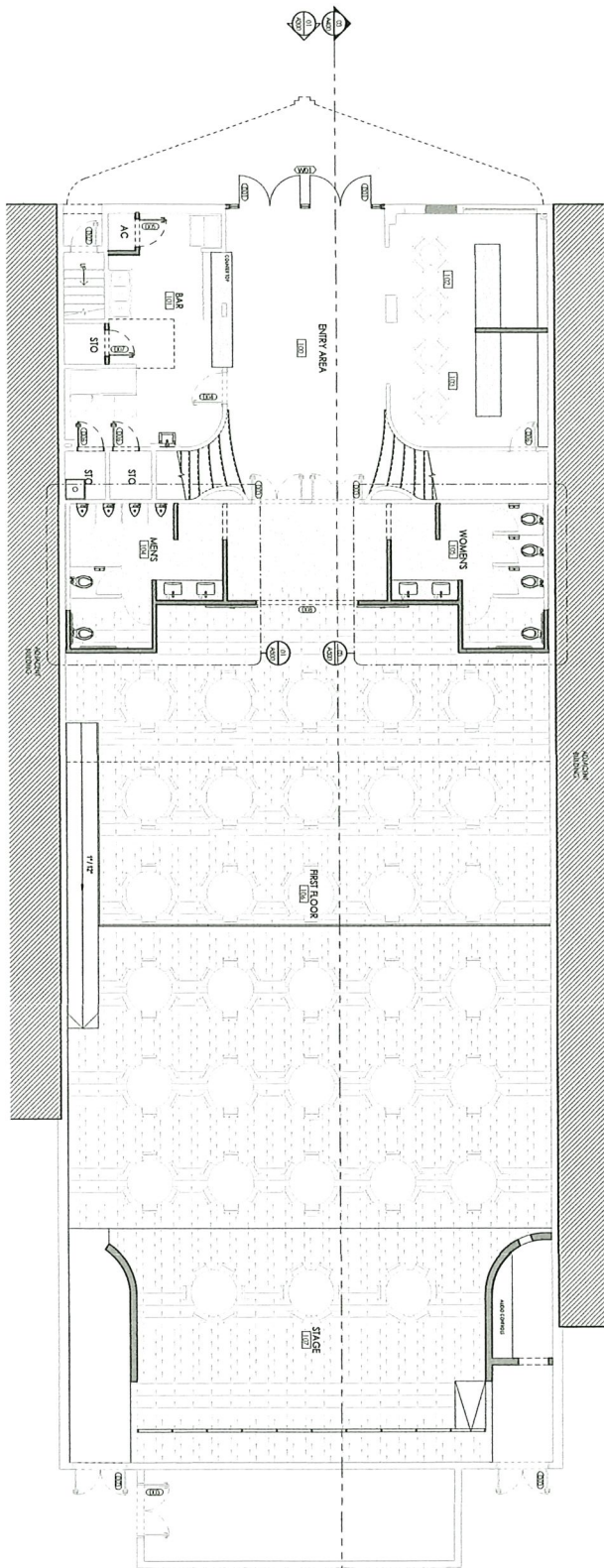
With 20+ years of experience in commercial real estate as a REALTOR®, the Broker/Owner of Fox Real Estate Pros, a private investor himself, as well as currently owning and managing a coworking space a block from the project, Nick's insight into day-to-day operations will prove integral in the success of the project and business.

The Goals and Objectives

As a multi-use live event venue, the overall goal is to provide the space for live music, conferences, and other private events for the surrounding community while simultaneously making it a profitable endeavor.

The Product

Private event space for rental & usage.



FIRST FLOOR 01
3/16" = 1'-0"

SHEET NO.:

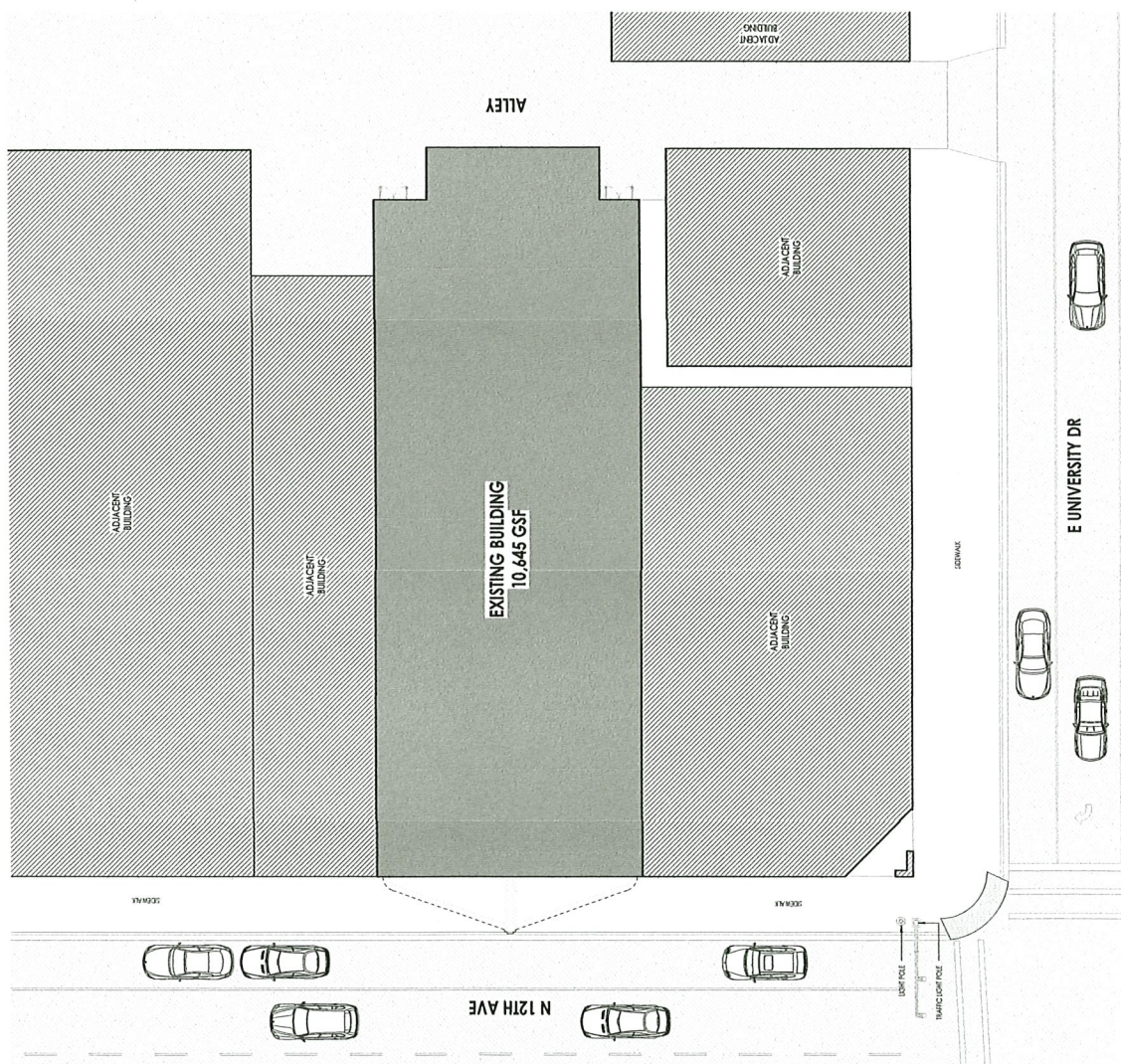
A210

FLOOR PLAN

Project Name:
CITRUS THEATER

Project Address:
108 N 12TH AVE, EDINBURG, TX 78539

REVISION	DESCRIPTION	DATE





Case #

Edinburg

Planning & Zoning Department
415 W. University Drive
Edinburg, Texas 78539
(956) 388-8202

Special Use Permit Application
On-Premise Consumption of Alcoholic Beverages

USE-2025-0006

APPLICATION DATE:

1. APPLICANT INFORMATION

Applicant's Name Aaron Nicholas CantuPhone No: (956) 280-0405Mailing Address 204 E. Cano St. Edinburg TX 78539
City State ZipEmail Address nick@society204.co / info@citrus-live.com

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

Property Owner's Name Crazy Hat EntertainmentPhone No: (956) 457-0492Mailing Address 1805 N. Alamo Rd. Edinburg TX 78542
City State ZipEmail Address janiacantu@hotmail.com

2. PROPERTY INFORMATION

Property Address/Location: 108 N. 12th Ave., Edinburg, TX 78541Legal Description: Lot(s) 16-17 Block 233 Subdivision Edinburg TownsiteZoning: CO

THE FOLLOWING INFORMATION IS REQUIRED FROM THE OWNER OR PERSON MAKING A REQUEST FOR
ON-PREMISE CONSUMPTION OF ALCOHOLIC BEVERAGES ONLY

Proposed Days and Hours of Operation: Monday - Sunday 9 AM - 2 AM

3. ATTEST

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

Applicant's Signature Aaron N. Cantu
APPLICANT'S SIGNATUREDigitally signed by Aaron N. Cantu
Date: 2025.01.28 17:33:55 -06'00'January 28, 2025
DATE

PUBLIC HEARING DATE (PLANNING & ZONING COMMISSION) - 4:00 PM:

02/27/25 Am

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

3/18/2025 Am

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

OWNER NOTIFICATION LIST REPORT

PID:165036 LOPEZ ELIASIB & MELIDA
1809 CALICHERA RD
EDINBURG, TX 78541-1066

PID:693797 GORDA PROPERTIES LLC
112 S 12TH AVE
EDINBURG, TX 78539-4502

PID:684310 ARCAUTE JOSE DBA ARC
INVESTMENTS
604 COMEDY LN
EDINBURG, TX 78542-1935

PID:164810 SANCHEZ TOMAS A &
ALEJANDRINA
409 DOVE AVE
EDINBURG, TX 78542-5149

PID:164808 EDINBURG HOUSING AUTHORITY
201 N 13TH AVE STE LHA
EDINBURG, TX 78541-3558

PID:164882 LAS CASUELAS HOLDINGS INC
315 E MCINTYRE ST
EDINBURG, TX 78541-3541

PID:164887 B-Y EDINBURG CENTER LTD
4629 MACRO
SAN ANTONIO, TX 78218-5420

PID:164877 MCALLEN DEVELOPERS LLC &
MICHAEL R DE LEON
2102 W UNIVERSITY DR
EDINBURG, TX 78539-2862

PID:164879 MALDONADO SANTOS JR
209 E UNIVERSITY DR
EDINBURG, TX 78539-3547

PID:164881 CRAZY HAT ENTERTAINMENT LLC
204 E CANO ST
EDINBURG, TX 78539-4510

PID:683997 TRUJILLO ARTURO & OLIVIA
511 S 6TH AVE
EDINBURG, TX 78539-4206

PID:165037 RGV BRIDAL DISTRICT
INCORPORATED
PO BOX 32681
TUCSON, AZ 85751-2681

PID:164809 HOUSER ADELA S
409 DOVE AVE
EDINBURG, TX 78542-5149

PID:164812 HIDALGO CO HISTORICAL
MUSEUM
121 E MCINTYRE ST
EDINBURG, TX 78541-3537

PID:165022 CHMIELOWSKI FRANK & VICKY
16308 LOS RANCHITOS
HARLINGEN, TX 78552-6228

PID:164884 GARCIA RAUL E
116 N 12TH AVE
EDINBURG, TX 78541-3502

PID:164876 512 REAL ESTATE INVESTMENTS
LLC
PO BOX 5960
MCALLEN, TX 78502-5960

PID:164878 ALIGN INVESTMENTS LTD
3825 SOUTH J"" ST""
MCALLEN, TX 78503-1483

PID:164880 GARCIA FELIPE JR
3026 GAILER DR
SAN ANTONIO, TX 78230-4558

PID:164883 LAS CASUELAS HOLDINGS INC
315 E MCINTYRE ST
EDINBURG, TX 78541-3541

OWNER NOTIFICATION LIST REPORT

PID:164885 OBC EDINBURG LLC
777 3RD AVENUE 26TH FLOOR
NEW YORK, NY 10017-1401

PID:165034 ALMAGUER ANDREW L
1608 N SUGAR RD
EDINBURG, TX 78541-9706

PID:165044 REYES FERNANDO
20015 HICKORY BND
SAN ANTONIO, TX 78266-2539

PID:164886 REMARKABLE CHURCH
303 E UNIVERSITY DR
EDINBURG, TX 78539-3549

PID:165033 GAINES RUTH K
8700 N TAYLOR RD
MCALLEN, TX 78504-8842

PID:165045 MORALES OSVALDO J III LAW
OFFICE PC
106 S12TH AVE STE 101
EDINBURG, TX 78539-4580

PID:165023 CHMIELOWSKI FRANK & VICKY
16308 LOS RANCHITOS
HARLINGEN, TX 78552-6228

PID:1238699 HIDALGO COUNTY
PO BOX 1356
EDINBURG, TX 78540-1356

ORDINANCE NO. _____

AN ORDINANCE GRANTING A SPECIAL USE PERMIT FOR THE ON-PREMISE CONSUMPTION OF ALCOHOLIC BEVERAGES FOR LATE HOURS, BEING LOTS 16-17, BLK 233, EDINBURG ORIGINAL TOWNSITE, LOCATED AT 108 NORTH 12TH AVENUE, AS PROVIDED IN ARTICLE 2.404 OF THE CITY OF EDINBURG UNIFIED DEVELOPMENT CODE, PROVIDING FOR A REPEALER CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE; PROVIDING FOR CODIFICATION; PROVIDING A WAIVER OF THE THREE (3) SEPARATE READINGS; AND ORDAINING OTHER PROVISIONS RELATING TO THE SUBJECT MATTER HEREOF.

WHEREAS, Crazy Hat Entertainment LLC, has applied for a Special Use Permit under Article 2.404 of the Unified Development Code of the City of Edinburg for On-Premise Consumption of Alcoholic Beverages For Late Hours, Being Lots 16-17, Blk 233, Edinburg Original Townsite, Located at 108 North 12th Avenue, and

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

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

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

SECTION II. That a Special Use Permit under Article 2.404 of the Unified Development Code of the City of Edinburg, Texas, be granted to Crazy Hat Entertainment LLC, for On-Premise Consumption of Alcoholic Beverages For Late Hours, Being Lots 16-17, Blk 233, Edinburg Original Townsite, Located at 108 North 12th Avenue, with the following conditions:

1. The special use permit is granted for a one (1) year period. An application to renew the special use permit must be filed by **February 2, 2026**. The renewal request will be presented before the Planning and Zoning Commission for consideration. A status report will be presented to the Planning and Zoning Commission indicating compliance with all city codes, providing neighboring property or business owner's input and police reports from the operations of the proposed food park bar.
2. The applicant complies with the hours of operation for the On-Premise Consumption of beer, wine

and mixed beverages as allowed by the City and the Texas Alcoholic Beverage Commission.

3. Adequate security lighting must be provided for customer's safety and crime prevention purposes.
4. The applicant complies with all city requirements, including but not limited to building, building occupancy, fire codes, health permit, landscaping, parking, and all other City requirements.
5. Operations in connection with the proposed special use permit must not be more objectionable to nearby properties by reason of noise or other characteristics than would the operations of any permitted use not requiring special use approval. The use must comply with the City's Noise Standards as per the Unified Development Code.
6. The Special Use Permit may be revoked at any time by the Planning and Zoning Commission and City Council. **1year permit renewal application will need to be turned in prior to February 2, 2026.**

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

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

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

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

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

READ, CONSIDERED, PASSED AND APPROVED a regular meeting of the City Council of the City of Edinburg, Texas, at which a quorum was present and which was held in accordance with V.T.C.A., Government Code, Section 551.041, on the 15th 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, Ramirez-Solis, City Attorney



CITY OF EDINBURG - CITY COUNCIL

Meeting Date: April 15, 2025

VARIANCE

Agenda Item No: 10.A.

Subdivision Variance Request - R. E. Garcia and Associates

1. Agenda Item:

Consider Variance Request to the City of Edinburg Unified Development Code, Article 5, Subdivision Standards, Section 5.301, Dedication of Improvements, Being 0.92 of an Acre Tract of Land, Being a portion of Lot 12, Block 62, Amended map of Santa Cruz Gardens Subdivision, Unit No. 2, as Recorded in Volume 8, Page 28, Map Records, Hidalgo County Texas, Located at 4725 North Cesar Chavez Road, as Requested By R. E. Garcia and Associates. [Jaime Acevedo, Director of Planning & Zoning]

2. Description:

The property is located on the East side of North Cesar Chavez Road approximately 650 feet North of East Mile 19, and is outside the City limits of Edinburg in the Extra Territorial Jurisdiction. The proposed development consists of a 1 single residential lot consisting of 0.76 of an acre (33,159 square feet). R. E. Garcia and Associates on behalf of the developer, is requesting a variance to the City's Unified Development Code (UDC) for the aforementioned subdivision.

Variance Request: Article 5, Subdivision Standards, Section 5.301, Dedication of Improvements

Article 5, Subdivision Standards, Section 5.301 of the Unified Development Code states the subdivider shall pave so much of the dedicated right-of-way as to make the full pavement width comply with an adopted thoroughfare plan, whichever provides for a wider pavement section. Before any pavement is laid to widen existing pavement, the existing pavement shall be cut back two feet to assure an adequate sub-base and pavement joint. Pavement shall be installed according to specifications promulgated by the City Engineer. Alternatively, if the length of the perimeter street is less than 1/4 mile or its improvement at the time of subdivision would in the City Engineer's professional opinion create a traffic safety hazard because it does not create a complete widened street segment between off-site street intersections, then the subdivider shall deposit with the City an amount equal to the cost of the improvement.

The property is currently located Outside the City Limits of Edinburg approximately 1 mile along right-of-way and the intended use is for single family residential. The property currently holds a lot width of 137 feet. Rio Grande Valley Metropolitan Thoroughfare Plan designates North Cesar Chavez Road as a Minor Arterial 100 feet. Total cost amount for payment in lieu of is \$15,328.80.

On March 27, 2025, the Planning & Zoning Commission recommended with a unanimous vote of 4-0 to approve the Variance Request.

3. Staff's Recommendation:

Staff recommends denial of the variance request. Staff recommends the applicant provide payment in lieu of.

Reviewed by:

Prepared by:

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

Rita Guerrero, Assistant
Director of Planning and
Zoning

Attachments:

A. City Council Agenda Packet Attachments

UNIFIED DEVELOPMENT CODE

(Ord. No. [2022-4764](#), 08/09/2022)

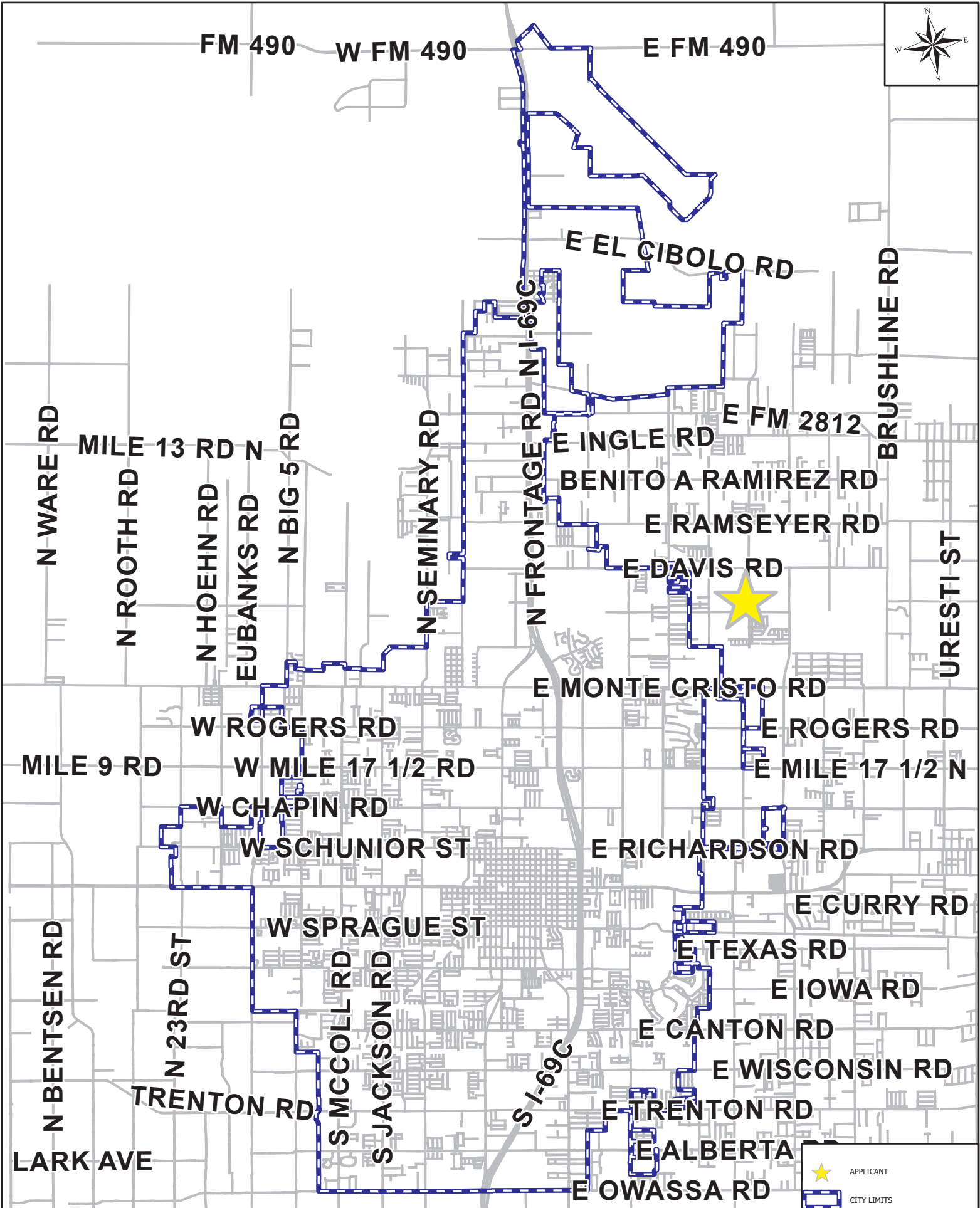
ARTICLE 5 - SUBDIVISION STANDARDS

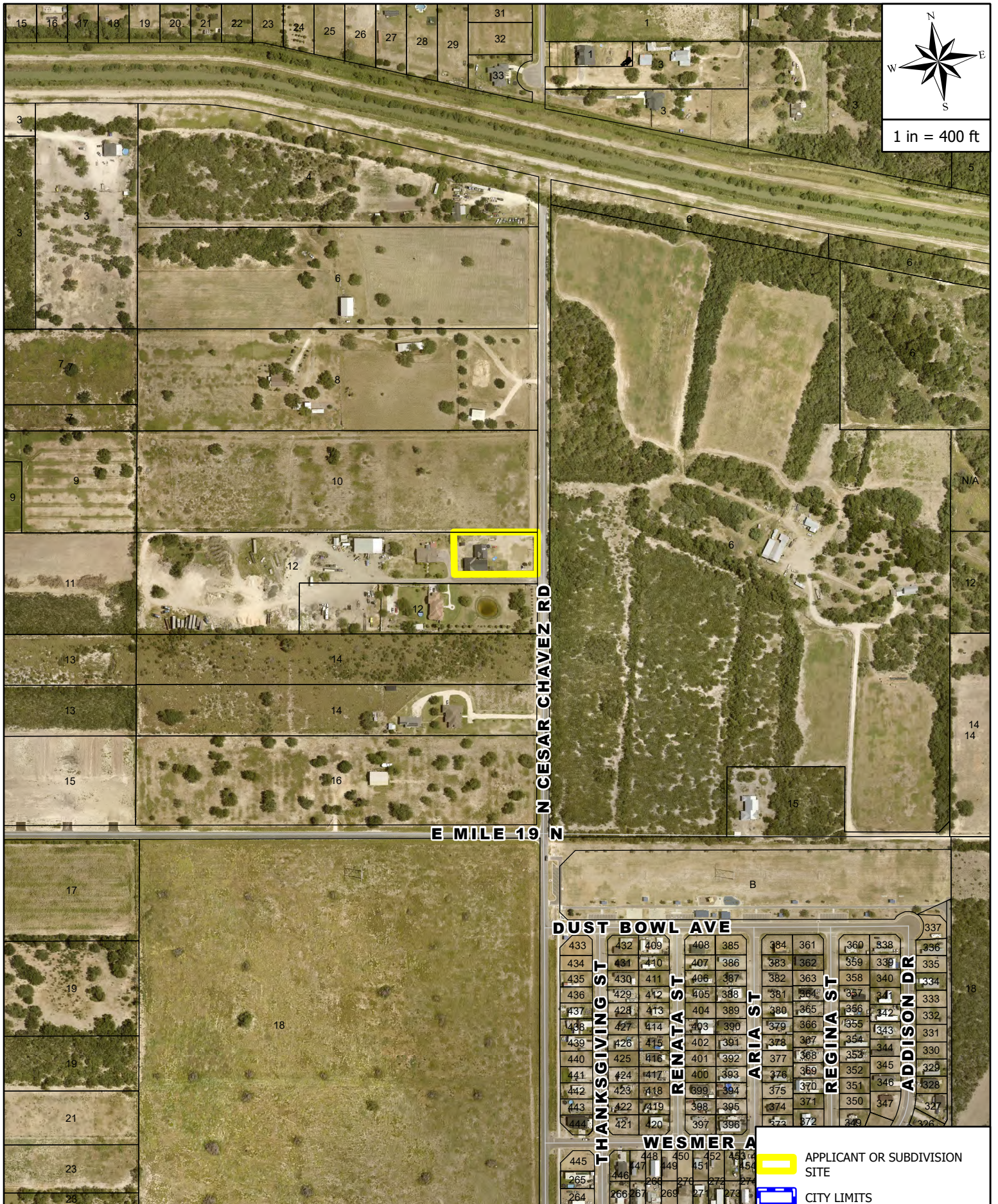
Division 5.300, Public Improvements Dedication and Acceptance

Sec. 5.301, Dedication of Improvements

A. Streets and Rights-of-Way.

1. *Within Proposed Development.* Streets, alleys, and other rights-of-way within proposed development shall be appropriately dedicated for the purposes they are intended to serve.
2. *Perimeter Streets; Dedication.* Where the proposed subdivision abuts upon an existing street or half-street that does not conform to the right-of-way standards of Division [5.200](#), *Subdivision Design Standards*, or to an adopted thoroughfare plan, whichever provides for a wider pavement section, the subdivider shall dedicate right-of-way width sufficient to make the full right-of-way width conform.
3. *Perimeter Streets; Pavement or Fee in Lieu Required.*
 - a. The subdivider shall pave so much of the dedicated right-of-way as to make the full pavement width comply with Division [5.200](#), or an adopted thoroughfare plan, whichever provides for a wider pavement section. Before any pavement is laid to widen existing pavement, the existing pavement shall be cut back two feet to assure an adequate sub-base and pavement joint. Pavement shall be installed according to specifications promulgated by the City Engineer.
 - b. Alternatively, if the length of the perimeter street is less than 1/4 mile or its improvement at the time of subdivision would in the City Engineer's professional opinion create a traffic safety hazard because it does not create a complete widened street segment between off-site street intersections, then the subdivider shall deposit with the City an amount equal to the cost of the improvement required by 3.a. above so that the City can make the improvement when sufficient right-of-way is dedicated from adjacent properties to do so in manner that is safe and practical for motorists. Amounts deposited pursuant to this Section shall be kept in segregated accounts and shall be subject to the reimbursement provisions of Section [5.211](#), *Water Rights and Cost Participation*. Requests for reimbursement shall be made to the Administrator, shall be reviewed by the City Engineer, and forwarded to the Planning and Zoning Commission for review and City Council for final action on the request.



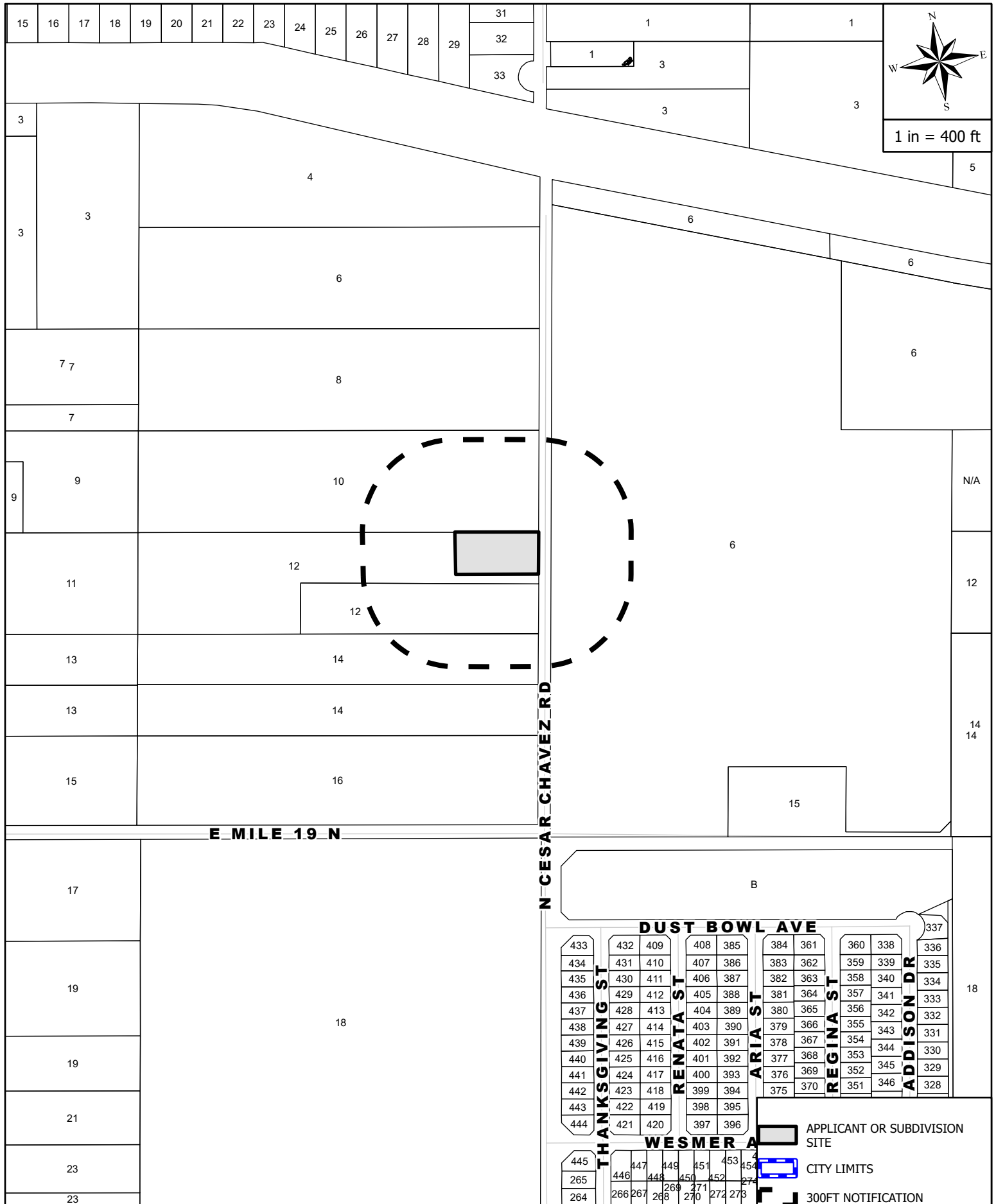


AERIAL MAP

APPLICANT AND/OR SUBDIVISION:

VAR-2025-0269 4725 N CESAR CHAVEZ RD

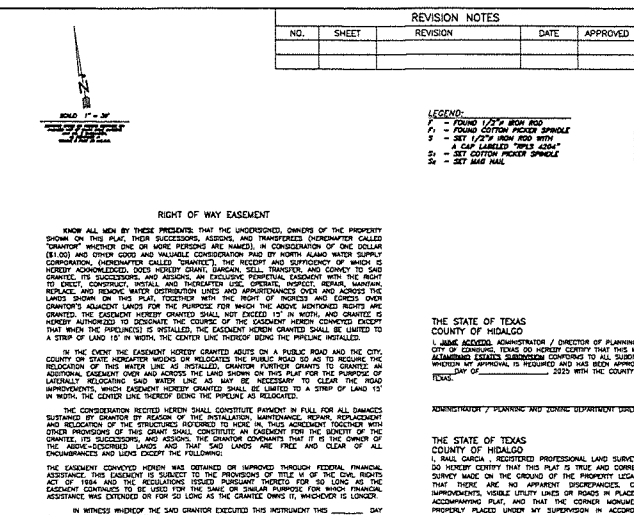
-  APPLICANT OR SUBDIVISION SITE
-  CITY LIMITS



MAILOUT AND SITE MAP

APPLICANT AND/OR SUBDIVISION:

VAR-2025-0269 4725 N CESAR CHAVEZ RD



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Planning & Zoning

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



THE CITY OF
Edinburg

Subdivision Variance Application

ENERGOV CASE #

Submittal Date: January 13, 2025

Legal Description:

HCAD Property ID #: 278675

A 0.92 of an acre tract of land being the north 137.00 feet of the east 294.00 feet of Lot 12, Block 62, Amended Map of Santa Cruz Gardens Subdivision, Unit No. 2, as recorded in Volume 8, Page 28, Map Records, Hidalgo County, Texas, also being a portion of that certain tract described in Gift Warranty Deed recorded in Document # 2421645, Official Records, Hidalgo County, Texas, (Altamirano Estates Subd.)

Variance Requested (Identify section of Unified Development Code):

4725 N Cesar Chavez

Article 5- Subdivision Standards, Division 5.300, Public Improvements Dedication and Acceptance,

Sec. 5.301, Dedication of Improvements, A. Streets and Rights-of-Way, 3. Perimeter Streets, Pavement of fee in Lieu Required, b. Alternatively.

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

The escrow requirement of \$15,028.00 is unreasonable and exorbitant for a one-lot single family residential subdivision. This is a formal family partition. A family member (daughter & son-in-law) wish to build their home adjacent to their parents' home. The ROW dedication requirement will be met. The escrow requirement would place a hardship on their plans to build a new home. If this family partition were inside the city, no escrow would be required.

Abel Tamez

Property Owner (Print legibly or type)

3322 Veronica Lane

Address

Edinburg, Texas 78542

City, State, Zip

(956) 407-1975

Telephone

luis.a@ezfae.com

Email address

Abel Tamez

Signature

Raul E. Garcia, PE, RPLS

Applicant / Agent (Print legibly or type)

116 N. 12th

Address

Edinburg, Texas 78541

City, State, Zip

(956) 381-1061

Telephone

regaassoc@aol.com

Email address

Raul E. Garcia

Signature

Receipt #

(\$450 Application Fee):

Received By:



CITY OF EDINBURG - CITY COUNCIL

Meeting Date: April 15, 2025

ORDINANCES

Agenda Item No: 11.A.

Ordinance Amending the Code of Ordinances of the City of Edinburg Fees and Rental of Public Facilities

1. Agenda Item:

Consider Ordinance Amending the Code of Ordinances of the City of Edinburg, Texas at Title IX General Regulations, Chapter 97 Parks and Recreation, Fees and Rental of Public Facilities, Section 97.54 Rental Rates as Prescribed for All Public Facilities. [Leticia Leija, Director of Library & Cultural Arts]

2. Description:

The proposed ordinance amendment updates the City of Edinburg's Code of Ordinances to incorporate the newly established Promenade Park Amphitheater and the Edinburg Arts, Culture, and Events Center into the list of public facilities available for rental. This amendment ensures that rental rates and regulations are formally established for these new venues, aligning them with existing city policies for public facility use. By adopting this amendment, the City will provide a structured framework for managing reservations, fees, and usage guidelines, supporting community events, cultural programming, and private rentals while maintaining consistency across all city-owned event spaces.

This amendment will formally integrate the Promenade Park Amphitheater and the Arts, Culture, and Events Center into the City's rental facility framework, ensuring consistency in rental policies and fees across all public venues. The inclusion of these new facilities will enhance opportunities for community engagement, cultural programming, and private events while providing clear guidelines for their use and management.

3. Staff's Recommendation:

Approve Ordinance Amending the Code of Ordinances of the City of Edinburg, Texas at Title IX General Regulations, Chapter 97 Parks and Recreation, Fees and Rental of Public Facilities, Section 97.54 Rental Rates as Prescribed for All Public Facilities.

Reviewed by:

Leticia Leija, Director of Library and Cultural Arts
Nelda Ramirez, Assistant City Manager

Prepared by:

Magdiel Castle, Assistant
Director of Cultural Arts

Attachments:

- A. Amphitheater ACE Rental Agreement
- B. Attachment A - ACE Services Form
- C. Ordinance - Rental Fees ACE_Amphitheater
- D. Attachment C - Amphitheater Services Form
- E. Attachment B - EMA Courtyard Services Form

FACILITY LICENSE AGREEMENT

This Facility License Agreement ("Agreement") is made as of _____, by and between THE CITY OF EDINBURG, ("Licensor"), a home rule municipality created and existing under the laws of the State of Texas, and _____ ("Licensee").

Subject to the conditions set forth herein, Licensor hereby grants to Licensee a limited, temporary and non-exclusive license to access and use the following facility owned by Licensor on the date and time described below: "_____".

1. DATE, TIME and PURPOSE OF USE

- a. Licensee shall have access and use of the Licensed Facility on _____, _____, between the hours of **10:00 a.m. to 11:59 p.m.**
- b. Licensee agrees that its access and use of the Licensed Facility shall be solely for the uses and purposes specifically contemplated herein by the parties, specifically _____ ("Event").
- c. Licensee's use of the Licensed Facility shall be exercised in a manner that does not interfere with Licensor's other use or occupation of the space or Licensor's other property or premises.
- d. Set up requirements and program details must be worked out and approved by the City of Edinburg Cultural Arts Supervisor for Venues. Set up details may be specified in **Attachment ____**.

2. LICENSING FEES (to the extent applicable)

- a. To the extent applicable, Licensee shall pay Licensor the following fee for use of the Licensed Facility: _____ Licensee also agrees to be responsible for any applicable sales tax associated with this agreement.
- b. Licensee shall provide a non-refundable deposit to Licensor at least thirty (30) days prior to the first date of the Event. The deposit shall be applied to the total licensing fee stated above. The full licensing fee must be paid at least thirty (30) days prior to the Event.
- c. Within thirty (30) days following Licensee's use of the Licensed Facilities, Licensor will provide Licensee an accounting and invoice of any charges resulting from Licensor's repair or cleaning of the Licensed Facility pursuant to this Agreement. Licensee shall settle any outstanding balance within thirty (30) days of receiving the invoice from Licensor. However, Licensor's failure to make a determination of damage at the time of the accounting shall in no way constitute a waiver of Licensee's responsibility for damage. Licensee shall also be responsible for any attorney's fees associated with Licensor's collection of any outstanding balance.

3. CATERING AND ALCOHOL SERVICE

In accordance with Licensor's policies, any food or beverage served at the Event must be provided by Licensor's dining services or by a properly licensed caterer approved by Licensor. No other food or beverages may be brought by Licensee or Licensee's guests to the Licensed

Facility. The approved caterer must comply with all other City policies regarding food service, including, but not limited to, the City's Health & Code requirements.

City policy prohibits alcohol at all public events and at any function where it is reasonable to expect consumption by persons under the age of twenty-one. However, in Licensor's sole discretion, alcohol may be served by a properly licensed vendor/caterer approved by Licensor's Risk Department at private functions. If alcohol service is being provided, the vendor/caterer must carry insurance coverage, either as part of the general liability policy or a separate policy, for dram shop operations with a minimum limit of \$3,000,000.

For any insurance policies required under this Agreement, the insurance must be issued by a company acceptable to Licensor, and "The City of Edinburg, Texas, its officers, agents and employees" must be named as an additional insured on each policy. Certificates of insurance for any required policies must be submitted to Licensor for review and approval at least fourteen (14) days prior to the Event. If Licensee's vendor/caterer fails to comply with any of the requirements described in this section, the vendor/caterer will not be permitted to serve food or alcohol at the Event, and Licensor shall not be responsible for any losses incurred by Licensee or Licensee's subcontractors as a result of such cancellation.

4. **INDEMNITY**

TO THE FULLEST EXTENT ALLOWED BY LAW, LICENSEE, INCLUDING ITS OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, AND AFFILIATES, AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS LICENSOR, ITS SUCCESSORS, ASSIGNS, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, AND ANY OTHER PERSON FOR WHOM LICENSOR MAY BE LEGALLY LIABLE ("INDEMNIFIED PARTIES"), FROM AND AGAINST ANY AND ALL COSTS, EXPENSES (INCLUDING ATTORNEY'S FEES), INTEREST, LOSSES, OBLIGATIONS, LIABILITIES, OR DAMAGES PAID ("LOSSES") WHICH MAY ACCRUE TO OR BE INCURRED OR SUSTAINED BY THE INDEMNIFIED PARTIES, AND WHICH ARISE OUT OF OR ARE IN CONNECTION WITH OR ARE FOR THE PURPOSE OF AVOIDING ANY AND ALL CLAIMS, DEMANDS, ACTIONS, CAUSES OF ACTION, SUITS, APPEALS, AND PROCEEDINGS ("CLAIMS"), ALL WHETHER GROUNDLESS OR NOT, OR THE SETTLEMENT THEREOF, BASED ON ACTUAL OR ALLEGED INJURIES, DAMAGES, OR LIABILITY OF ANY KIND WHATSOEVER, MADE OR BROUGHT AGAINST THE INDEMNIFIED PARTIES, SUSTAINED IN CONNECTION WITH THIS AGREEMENT, ARISING FROM ANY CAUSE WHATSOEVER EXCEPT FOR GROSS NEGLIGENCE AND WILLFUL MISCONDUCT OF THE INDEMNIFIED PARTIES. THE LICENSEE FURTHER AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS THE INDEMNIFIED PARTIES FROM AND AGAINST ANY AND ALL LIABILITY, DAMAGE, LOSS, COST, OR EXPENSE WHICH MAY ACCRUE TO OR BE SUSTAINED BY LICENSEE, LICENSEE'S GUESTS, OR LICENSEE'S SUBCONTRACTORS ON ACCOUNT OF ANY CANCELLATION BY LICENSOR OF THIS AGREEMENT.

5. **COMPLIANCE WITH APPLICABLE LAWS AND CITY OF EDINBURG POLICY**

This Agreement shall be governed by the laws of the State of Texas. Licensee will comply with all laws of the United States, the State of Texas, all rules and requirements of the police and fire department or other authorities of the city, county or state, and all policies of City of Edinburg. Further, the Licensee will not do or suffer to be done anything on said premises during the term of this lease in violation of any such laws, ordinances, rules, requirements or City policies.

6. **CONTROL OF FACILITY AND RIGHT TO ENTER**

In permitting the use of the Licensed Facility, Licensor does not relinquish custody and control thereof and does hereby specifically retain the right to enforce any and all appropriate laws, rules, regulations and policies applicable to said premises. Licensee shall permit Licensor to enter the Licensed Facilities at all reasonable times for the purpose of, but not limited to, inspection to ensure Licensee's compliance with the terms and conditions set forth herein or to carry out any purpose necessary, incidental or connected with the performance of any of Licensor's obligations under this Agreement.

7. **DAMAGE TO PREMISES**

- a. Licensee, including its administrators, staff, volunteers, and affiliates, agrees to use the facilities above solely for the use and purposes contemplated in this Agreement, and shall not injure, or in any manner deface or damage the Licensed Facility or any equipment contained therein and shall not cause or permit anything to be done whereby the Licensed Facility is defaced or damaged.
- b. If the premises, furnishings, or any portion of the building during the term of this license shall be damaged by the acts, default or negligence of the Licensee, or of Licensee's agents, employees, patrons, guests, or any other person admitted upon the premises by Licensee, Licensee will pay to the Licensor upon demand such sum as shall be necessary to restore said premises to their present condition. Licensee shall be responsible for clean-up of the Licensed Facility. The costs for any labor of Licensor's employees that is required to clean the Licensed Facility after Licensee's use will be billed to Licensee at Licensor's standard hourly rate.

8. **INSURANCE REQUIREMENTS**

During the term of this Agreement, Licensee agrees to carry and maintain, and shall furnish Licensor proof of, insurance under the following terms and conditions:

- a. If Licensee has any employees, Licensee shall carry and maintain a worker's compensation policy that complies with all applicable laws and provides limits of not less than \$500,000. Licensee agrees to furnish to Licensor a certificate of insurance for such policy and to require independent contractors engaged by Licensee to carry and maintain workmen's compensation insurance covering their employees working or performing such services.
- b. Licensee shall carry and maintain general liability insurance insuring the Licensee and naming "The City of Edinburg, its officers, agents, and employees" as an additional insured with minimum limits of \$1,000,000 for each occurrence and \$2,000,000 in the aggregate. Licensee's policy shall be primary and non-contributing with respect to any insurance carried by Licensor.
- c. These insurance policies shall not limit Licensee's liability under this Agreement. All policies shall be with a company that is acceptable to Licensor and shall contain an endorsement requiring thirty (30) days' written notice to the City of Edinburg, Office of Risk Management before cancellation, reduction or other modification. A certificate of

insurance and proof of additional insured must be delivered to the Licensor no later than fourteen (14) days prior to the Event. If proof of acceptable insurance is not provided, Licensor reserves the right to terminate this Agreement, and Licensee shall not be permitted to use Licensor's Facilities. The parties agree that Licensor will not be responsible for any loss or damage suffered by Licensee or Licensee's vendors as a result of cancellation due to Licensee's failure to provide proof of insurance.

- d. Licensee agrees to be solely responsible for all sums payable for Social Security, Unemployment Insurance, Disability Benefits, or other charges in connection with Licensee's employees. Licensee is and shall remain the employer of such employees for all purposes.
- e. If Licensee has difficulty obtaining proper insurance coverage, Licensee may contact the City Finance Department/City Risk Management Division about alternatives to any specific requirements.
- f. At Licensor's sole discretion, additional insurance coverage may be required depending upon the nature of the event.

9. **LICENSING COPYRIGHTED MATERIAL**

Securing licenses for any copyrighted material used at the Event is the responsibility of Licensee. Licensee agrees to indemnify, defend, and hold harmless Licensor, its officers, agents, and employees for and against any and all claims, demands, or suits that may be made or brought against them with respect to the use of any copyrighted material during the Event.

10. **TERMS & CONDITIONS**

- a. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and any action or legal proceeding related to this Agreement shall be litigated exclusively in a state court in Hidalgo County, Texas.
- b. Licensee hereby represents and warrants to Licensor that Licensee has the right, power, legal capacity and authority to enter into and perform its obligations under this Agreement, and its execution of this Agreement has been duly authorized.
- c. Licensee and its subcontractors, if any, shall have no authority, express or implied, to act on behalf of or bind Licensor in any capacity whatsoever as agents or otherwise.
- d. No right or duty, in whole or in part, of the Licensee under this Agreement may be assigned or delegated.
- e. Nothing in this Agreement shall operate to confer on, or vest in the Licensee any title, interest or estate in the premises.
- f. The provision of security services by City, if any, is not intended to be, and shall not be construed to be, a guarantee of the safety or security of the premises and/or its occupants.
- g. Neither party shall be considered in breach of this agreement for failure to perform if such failure is caused by national or local calamity, acts of terrorism, the act or regulation of any public authority, labor difficulty or strike, war, epidemic, fire, storm, inclement

weather or other act of God, or any other cause beyond the reasonable control of the non-performing party that renders that party's performance impossible.

- h. All access areas must be kept clear in case an emergency arises. No portions of the sidewalks, entries, passages, vestibules, halls or stairs shall be obstructed by the Licensee, or permitted to be used for any purpose other than ingress and egress to and from the building. Exit lights, emergency lights, house lights, aisle lights, stairway and hallway security lights or any other lights necessary for the safe occupation of the building shall not be obstructed in any way.
- i. Licensee confirms that it does not and will not discriminate and/or segregate patrons because of race, religion, color, sex, age, national origin, handicap, marital status or sexual orientation.
- j. It is understood that City is tobacco free, and the use of all smoking or chewing tobacco products is prohibited except within the confines of one's personal vehicle.
- k. It is Licensee's sole responsibility to make arrangements with and pay any third party vendor (caterer, musicians, or other service provider) providing services for the Event. However, Licensee shall provide Licensor with a copy of any contracts that Licensee enters into with such third party vendors. Licensee agrees to provide all third party vendors with a copy of this Agreement and will ensure that all third party vendors comply with the terms and conditions of this Agreement.
- l. This Agreement constitutes the entire agreement between the parties and replaces any and all prior written and oral agreements between the parties with respect to the subject matter hereof. It is understood that any modifications, additions, or deletions must be in written form signed by both parties as an addendum to this Agreement.
- m. Should any part of this Agreement be rendered or declared invalid by a court of competent jurisdiction, such invalidation of a part or portion of this Agreement should not invalidate the remaining portions thereof, and they shall remain in full force and effect.
- n. Nothing in this Agreement is intended to and City does not hereby waive release, or relinquish any right to assert any of the defenses City enjoys by virtue of the state or federal constitution, laws, rules or regulations, and any sovereign, official or qualified immunity available to City as to any claim or action of any person, entity or individual against City.
- o. Independent Contractor. 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.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the last date written below.

LICENSOR:

LICENSEE:

THE CITY OF EDINBURG, TEXAS

By: _____

Myra L. Ayala,
City Manager

By: _____

Printed Name: _____

Date: _____

Title: _____

Date: _____

ATTEST:

Clarice Y. Balderas,
City Secretary

Approved as to Form for City:

Josephine Ramirez-Solis,
City Attorney



Contract #

Attachment A - ACE Center Services Form

Event: _____

Date: _____

Program Hours: _____

Doors open at: _____

Type of Event: _____

Estimated Attendance: _____

Authorized Signer: _____

Position: _____

Organization Name: _____

Billing Address: _____

City / State / ZIP: _____

Phone: _____

Alt#: _____

Email: _____

Will food be served? Yes / No if yes, name of caterer: _____

Notes: _____

<u>Regular Rental Hours</u> MON – SUN 10AM – 11:59 PM	Residents	Non-Residents	Qty	Services Requested with Contract	Date Paid	Qty	Additional Services day of event
ACE BALLROOM RENT <i>*NE Kitchen Included</i> <i>*Lobby area included</i> <i>*Both Lobby Restrooms Included</i>	\$4500.00	\$5000.00					
ACE BALLROOM DEPOSIT	\$2250.00	\$2500.00					
ACE BOARD ROOM & COURTYARD RENT <i>* Lobby Included</i> <i>* SE Restrooms Included</i>	\$500.00	\$600.00					
ACE BOARD ROOM & COURTYARD DEPOSIT	\$250.00	\$300.00					
ADDT'L HR RATE/HR (8am-10am)	\$100.00	\$100.00					
Police (4 Officers x 4hrs Required)	\$400.00	\$400.00					
ADDT'L POLICE/HR/OFFICER	\$100.00	\$100.00					
AV SYSTEM (2 mics incl. for Ballroom only)	\$100.00	\$100.00					
ADDT'L MICROPHONES (each)	\$25.00	\$25.00					
SPEAKER'S PODIUM	\$25.00	\$25.00					
60" ROUND TABLES (with Linen)	\$15.00 ea.	\$15.00 ea.					
ADDT'L AUDITORIUM CHAIRS per 10 (500 included for Ballroom only)	\$15.00	\$15.00					
ADDT'L 6FT RECTANGLE TABLES (10 incl.)	\$5.00 ea.	\$5.00 ea.					
COCKTAIL TABLES (with Linen)	\$10.00 ea.	\$10.00 ea.					
		TOTAL					

*ADDT'L SERVICE REQUESTS MUST BE MADE WITH 72 HOUR NOTICE.

_____ - _____ = _____

Refund in Progress _____

Deposit Paid Additional Serv. Amount due back

I understand services must be requested and paid for at the time of reservation; any additional service the day of the event will be deducted from the Lessee Deposit. _____ **Initial**

LESSEE NAME: _____

Print Name Signature Date

CITY STAFF: _____

Print Name Signature Date

() Staff () Customer

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF EDINBURG BY RECODIFYING TITLE IX. GENERAL REGULATIONS, CHAPTER 97, PARKS AND RECREATION, SECTION 97.54 RENTAL RATES PRESCRIBED FOR ALL PUBLIC FACILITIES; PROVIDING A REPEALER CLAUSE; PROVIDING A SAV-INGS CLAUSE; AND PROVIDING FOR PUBLICATION AND EFFEC-TIVE DATE; PROVIDING FOR CODIFICATION; PROVIDING A WAIV-ER OF THE THREE (3) SEPARATE READINGS; AND ORDAINING OTHER PROVISIONS RELATED TO THE SUBJECT MATTER HEREOF.

WHEREAS, Chapter 97, Parks and Recreation, of the Code of Ordinances lists fees and terms for renting various city facilities; and

WHEREAS, Section 97.54 lists specific facilities available for rent and provides rental rates depending on residency of the lessee; and

WHEREAS, the City of Edinburg desires to add additional facilities to accommodate requests for use of City facilities;

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

SECTION I. AUTHORITY OF LAW. The City Council specifically finds that all requirements of law have been met in the passing of this Ordinance.

SECTION II: TITLE IX, GENERAL REGULATIONS, CHAPTER 97, PARKS AND RECREATION, SECTION 97.54 RENTAL RATES PRESCRIBED FOR ALL PUBLIC FACILITIES is hereby amended, to include two new facilities and their rental rates within the “Facility” table appearing in Section 97.54(A), as follows:

§97.57 Rental rates prescribed for public facilities

Facility	Daily	
	Resident Rate	Non-Resident Rate
Amphitheater (2,500 capacity) Monday through Sunday 10:00am–11:59pm	\$5,000	\$5,500

Required Deposit	\$2,500	\$2,750
Additional Rate/HR (8:00am – 10:00am)	\$350/hr	\$400/hr
Police (4x4hrs min required)	\$400	\$400
Add'l Police/HR/ 4 officers	\$100	\$100
Trashcans (15 included)	\$450	\$600
Add'l Trashcans	\$30	\$40
Additional Staff	\$25/hr/staff	\$30/hr/staff
Street Closures (2 blocks)	INCL.	INCL.
McIntyre (9 th St. – 10 th St.)		
10 th Ave. (McIntyre St. – Kuhn St.)		
Add'l Closures	\$100/block	\$150/block
ACE Ballroom (846 capacity)	\$4,500	\$5,000
Required Deposit	\$2,000	\$2,250
ACE Boardroom/Courtyard	\$500	\$600
Required Deposit	\$250	\$300
Monday through Sunday 10:00am–11:59pm		
Add'l Rate/HR	\$100	\$100
Police (4hrs)	\$400	\$400
Add'l Police/HR/Officer	\$100	\$100
AV System (2 mics incl. for Ballroom)	\$100	\$100
Add'l Mic	\$25	\$25
Podium	\$25	\$25
60" Round tables with linen	\$15 ea.	\$15 ea.
Add'l Auditorium Chairs per 10 (500 INCL)	\$15	\$15
Add'l 6FT Rectangle Tables (10 incl)	\$5 ea.	\$5 ea.
Cocktail Tables with linen	\$10 ea.	\$10 ea.

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

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

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

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

SECTION VI. CODIFICATION CLAUSE. The provisions of Section II of this Ordinance are to be published in the location indicated in the Code of Ordinances of the City of Edinburg, Texas, as soon as possible.

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

READ, CONSIDERED, PASSED AND APPROVED at a regular meeting of the City Council of the City of Edinburg, Texas, at which a quorum was present, which was held in accordance with VTCA, Government Code, Section 551.041 on the 15th day of April, 2025.

CITY OF EDINBURG

BY: _____

Ramiro Garza, Jr., Mayor

ATTEST:

Clarice Y. Balderas, City Secretary

APPROVED AS TO FORM:

BY: _____
Josephine Ramirez Solis, City Attorney



Contract #

Attachment C - Amphitheater Services Form

Event: _____

Date: _____

Program Hours: _____

Doors open at: _____

Type of Event: _____

Estimated Attendance: _____

Authorized Signer: _____

Position: _____

Organization Name: _____

Billing Address: _____

City / State / ZIP: _____

Phone: _____

Alt#: _____

Email: _____

Will food be served? Yes / No if yes, name of caterer: _____

Will you serve alcohol? Yes / No if yes, name of alcohol provider: _____

Notes: _____

<u>Regular Rental Hours</u> MON – SUN 10AM – 11:59 PM	Residents	Non-Residents	Qty	Services Requested with Contract	Date Paid	Qty	Additional Services day of event
AMPHITHEATER RENTAL	\$5000.00	\$5500.00					
AMPHITHEATER DEPOSIT	\$2500.00	\$2750.00					
POLICE (4 Officers x 4hrs Required)	\$400.00	\$400.00					
ADDT’L POLICE/HR/Officer	\$100.00	\$100.00					
TRASHCANS (15 min.)	\$450.00	\$600.00					
ADDT’L TRASHCANS ea.	\$30.00	\$40.00					
ADDT’L STAFF	\$25/hr/staff	\$30/hr/staff					
STREET CLOSURES McIntyre (9 th st. – 10 st.) 10 th Ave. (McIntyre st. – Kuhn st.)	INCL.	INCL.					
ADDT’L CLOSURES	\$100/block	\$150/block					
		TOTAL					

*ADDT’L SERVICE REQUESTS MUST BE MADE WITH 72 HOUR NOTICE.

Included with the rental are: two groundskeepers & two custodial staff for 4 hours.

_____ - _____ = _____

Refund in Progress_____

Deposit Paid Additional Serv. Amount due back

I understand services must be requested and paid for at the time of reservation; any additional service the day of the event will be deducted from the Lessee Deposit. _____Initial

LESSEE NAME: _____

Print Name Signature Date

CITY STAFF: _____

Print Name Signature Date

() Staff () Customer



Contract #

Attachment B - EMA/Courtyard Services Form

Event: _____

Program Hours: _____

Type of Event: _____

Rehearsal Date (Optional): _____

Authorized Signer: _____

Organization Name: _____

Address: _____

City / State / ZIP: _____

Phone: _____

Email: _____

Will food be served? Yes / No

Will you serve alcohol? Yes / No

Notes: _____

Date: _____

Doors open at: _____

Estimated Attendance: _____

Time: _____

Position: _____

if yes, name of caterer: _____

if yes, name of alcohol provider: _____

Regular Rental Hours MON – SUN 10AM – 11:59 PM	RESIDENTS	NON-RESIDENTS	Qty	Services Requested with contract	Date Paid	Qty	Additional Services day of event
AUDITORIUM RENT	\$500.00	\$600.00					
AUDITORIUM DEPOSIT	\$250.00	\$300.00					
COURTYARD RENT	\$250.00	\$350.00					
COURTYARD DEPOSIT	\$125.00	\$175.00					
*ADD'T'L HR RATE /HR (8am – 10am)	\$36.00/hr.	\$36.00/hr.					
POLICE (2 officers X 4 hrs required)	\$200.00	\$200.00	4	\$200.00			
*ADD'T'L POLICE /HR (2 officers)	\$50.00/hr.	\$50.00/hr.					
LIGHTING/SOUND SYSTEM (EMA)	\$25.00/hr.	\$25.00/hr.					
MICROPHONE ea. per day (EMA)	\$35.00	\$35.00					
SPEAKER'S PODIUM per day (EMA)	\$25.00	\$25.00					
TABLES (1) per day	\$5.00	\$5.00					
CHAIRS (2) per day	\$5.00	\$5.00					
TRASHCANS	\$30.00	\$40.00					
		TOTAL					

*ADD'T'L SERVICE REQUESTS MUST BE MADE WITH 72 HOUR NOTICE.

_____ - _____ = _____

Refund in Progress _____

Deposit Paid

Additional Serv.

Amount due back

I understand services must be requested and paid for at the time of reservation; any additional service the day of the event will be deducted from the Lessee Deposit. _____ Initial

LESSEE NAME: _____

Print Name

Signature

Date

CITY STAFF: _____

Print Name

Signature

Date

() Staff

() Customer



CITY OF EDINBURG - CITY COUNCIL

Meeting Date: April 15, 2025

ORDINANCES

Agenda Item No: 11.B.

Chapter 73 Parking Schedule

1. Agenda Item:

Consider Ordinance Amending the Code of Ordinances of the City of Edinburg, Texas at Title VII Code, Chapter 73 Parking Schedule by Adding Schedule III, 2 Hour Parking Zones with Hours, Locations, and Penalties. [Tomas D. Reyna, Assistant City Manager]

2. Description:

Under State law, the City has the authority to regulate parking on public streets. The Code of Ordinances of the City of Edinburg, Texas at Title VII, Traffic Code, Chapter 73 Parking Schedules, Schedule I provides a list of no-parking areas within the City limits. The restrictions include specific street segments and identify the applicable time and days for no parking. The City Council may provide for an additional schedule to the ordinance to specifically list the area and time for restricted parking.

City staff is recommending the addition of Schedule III – 2-Hour Parking Zones – within designated sections of the Downtown District.

The new Schedule III is intended to increase parking availability for the area surrounding the Hidalgo County Courthouse and to facilitate the general welfare and public safety of the community by providing time limitations during certain operating hours. These new time restrictions will help ensure better access to parking for the Downtown District.

3. Staff's Recommendation:

Ordinance Amending the Code of Ordinances of the City of Edinburg, Texas at Title VII Code, Chapter 73 Parking Schedule by Adding Schedule III, 2 Hour Parking Zones with Hours, Locations, and Penalties.

Reviewed by:

Prepared by:

Tomas Reyna, Assistant City Manager

Attachments:

- A. Final Schedule III - Parking Time Limited On Certain Streets
- B. 2 Hour Parking Map 4.11.25
- C. 2 Hour Parking Sign

ORDINANCE NO. _____

**ORDINANCE AMENDING THE CODE OF ORDINANCES
OF THE CITY OF EDINBURG, TITLE VII: TRAFFIC
CODE, CHAPTER 73 PARKING SCHEDULES;
PROVIDING FOR A REPEALER CLAUSE; PROVIDING A
SAVINGS CLAUSE; PROVIDING FOR PUBLICATION
AND EFFECTIVE DATE; PROVIDING FOR
CODIFICATION; PROVIDING A WAIVER OF THE
THREE (3) SEPARATE READINGS; AND ORDAINING
OTHER PROVISIONS RELATING TO THE SUBJECT
MATTER HEREOF.**

WHEREAS, the City of Edinburg is a home-rule municipality possessing the full power of local self-government pursuant to Article XI, Section 5 of the Texas Constitution; and

WHEREAS, the City of Edinburg has the authority to regulate parking on public streets; and

WHEREAS, the City Council believes it is in the best interests of the City to amend the Edinburg Code of Ordinances to facilitate the general welfare and public safety of the community by providing time limitations during certain hours.

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

SECTION I. INCORPORATION OF RECITALS. The City Council finds that the statements set forth in the Recitals are true and correct and the City Council hereby incorporates such Recitals as findings of fact.

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

SECTION III. The Code of Ordinances of the City, Title VII (“Traffic Code”), Chapter 73 (“Parking Schedules”) is hereby amended to add “Schedule III – Parking Time Limited On Certain Streets”, to be read in its entirety as shown in Exhibit A attached to this ordinance.

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

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

SECTION VI. PUBLICATION AND EFFECTIVE DATE: This Ordinance shall take effect immediately upon its passage.

SECTION VII. CODIFICATION: That this Ordinance shall be published in the Code of Ordinances of the City of Edinburg, Texas.

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

READ, CONSIDERED, PASSED AND APPROVED at a regular meeting of the City Council of the City of Edinburg, Texas, at which a quorum was present and which was held in accordance with V.T.C.A., Government Code, Section 551.041, on April 15, 2025.

CITY OF EDINBURG

By: _____
Ramiro Garza, Jr., Mayor

ATTEST:

By: _____
Clarice Y. Balderas, City Secretary

**APPROVED AS TO FORM:
CITY ATTORNEY'S OFFICE**

BY: _____
Josephine Ramirez-Solis, City Attorney

EXHIBIT A

SCHEDULE III – Parking Time Limited On Certain Streets

(A) DEFINITIONS

- (1) **Two-Hour Parking Zone:** An area of the public right-of-way where parking is not to exceed a continuous elapsed parking time of two hours during enforcement hours.
- (2) **Enforcement Hours:** The times during which the two-hour parking limit is enforced, from 7:00 a.m. to 6:00 p.m., Monday through Friday, excluding holidays.

(B) DESIGNATED AREAS

The following streets or portions thereof shall be designated as two-Hour Parking Zones:

- (1) Beginning at West Cano Street and South 9th Avenue, thence east on Cano Street to South 13th Avenue.
- (2) Beginning at North 10th Avenue and West McIntyre Street, thence south on 10th Avenue to West Cano Street.
- (3) Beginning at South 10th Avenue and West Cano Street, thence south on 10th Avenue to West Mahl Street on the West side of the 10th Avenue.
- (4) Beginning at South Closner Blvd. (US BUS 281) and Mahl Street, thence north on Closner Blvd. (US BUS 281) to Cano Street.
- (5) Beginning at North Closner Blvd. (US BUS 281) and McIntyre St., thence north on Closner Blvd. (US BUS 281) to Kuhn St.
- (6) Beginning at South 12th Ave. and Mahl Avenue., thence north on 12th Avenue to McIntyre Street.
- (7) Beginning North 12th Avenue and Alley between Kuhn St. and McIntyre Street to Kuhn St.
- (8) Beginning West University Dr. (SH 107) and 7th Avenue, thence east on University Dr. (SH 107) to 10th Avenue.
- (9) Beginning East University Dr. (SH 107) and 12th Avenue, thence east on University Dr. (SH 107) to 16th Avenue.
- (10) Beginning West McIntyre Street and 10th Avenue, thence east on McIntyre Street to Closner Blvd. (US BUS 281).
- (11) Beginning East McIntyre Street and Closner Blvd. (US BUS 281), thence east on McIntyre Street to 12th Avenue on the north side of McIntyre Street.

(12)Beginning East McIntyre Street and 12th Ave., thence east on McIntyre Street to 13th Avenue.

(13)Beginning East McIntyre Street and 13th Avenue, thence east on McIntyre to 14th Avenue on the north side of McIntyre Street.

(C) REGULATIONS

(1) No person shall park a vehicle in a Two-hour Parking Zone for more than two (2) consecutive hours during the posted enforcement hours.

(D) ENFORCEMENT AND PENALTIES

(1) It is the duty of a police officer, parking enforcement officer or any other city employee designated or authorized by the City Manager to issue a parking citation to enforce the provisions of this code in regard to a parking violation.

(2) A parking citation must be served personally upon the operator of a vehicle, if the operator is present at the time of service. If the operator of the vehicle is not present at the time of issuance of the citation and cannot be personally served, the citation must be served upon the registered owner of the vehicle by affixing the citation to the vehicle in a conspicuous place.

(3) Except as otherwise provided in this section, any person who violates any provision of this article shall be fined in an amount as prescribed in section 10.99 of this code.

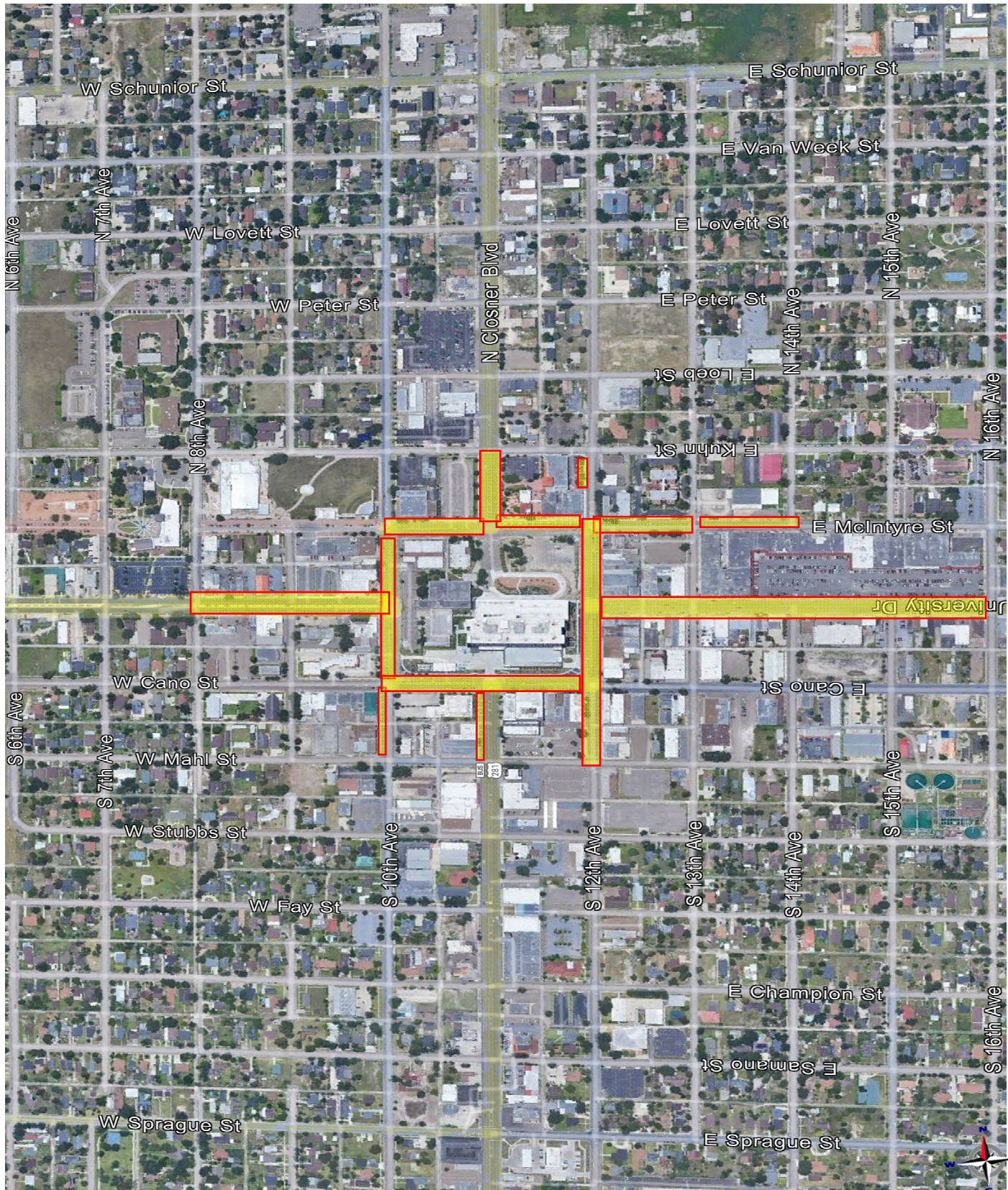
(4) Violations may result in increased penalties or towing at the owner expense.

(E) SIGNAGE

(1) The City shall install and maintain appropriate signage clearly indicating the time restrictions and enforcement hours.

(F) SEVERABILITY AND EFFECTIVE DATE

(1) If any section, clause, or portion of this ordinance is held invalid, the remainder shall continue in full force and effect. This ordinance shall take effect on the effective date passed, following its passage and publication as required by law.

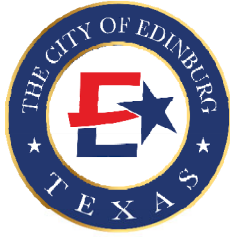


LEGEND:

 City of Edinburg - 2 Hour Parking Zones

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: Downtown Area 2 Hour Parking Project	
REQUESTED BY: City Manager's Office	
DATE: April 11, 2025	
CREATED BY: TDR	
Scale: NTS Sheet 1 of 1	



Proposed 2 Hour Parking Sign





CITY OF EDINBURG - CITY COUNCIL

Meeting Date: April 15, 2025

BUDGET

Agenda Item No: 12.A.

2024-2025 Fiscal Year Carry-Overs Appropriations

1. Agenda Item:

Consider Ordinance Amending the Budget for the 2024-2025 Fiscal Year Carry-Overs Appropriations to the General Fund, Hotel Occupancy Tax Fund, Utility Fund, and Solid Waste Management Fund. [Ascencion Alonzo, Director of Finance]

2. Description:

This Ordinance amends the 2024-2025 Budget Ordinance by providing additional appropriations from Fund Balance for Governmental Funds and from Net Position for Enterprise Funds for carryovers from the previous fiscal year.

<u>Fund</u>	<u>Appropriations</u>
General Fund	\$2,874,718
Hotel Occupancy Fund	\$ 248,292
Utility Fund	\$ 81,708
Solid Waste Management Fund	\$1,405,876

Carry-overs are budget supplies, materials and services that were approved by City Council and City Staff and a purchase order was issued which committed funds prior to September 30, 2024. The City's policy states that although appropriations lapse at year-end for annually budget funds, the City honors encumbrances outstanding at year-end. These encumbered items were delivered and paid for during the 2024-2025 Fiscal Year. Funds for carry-overs were restricted and were presented on the City's Annual Comprehensive Financial Report (ACFR) as Reserved Encumbrances.

This Ordinance amends the 2024-2025 Budget Ordinance by appropriating expenditures incurred and committed to date. **Approval of these appropriations will have no effect on the unassigned Fund Balances and Net Assets.**

3. Staff's Recommendation:

Approve Ordinance Amending the Budget for the 2024-2025 Fiscal Year Carry-Overs Appropriations to the General Fund, Hotel Occupancy Tax Fund, Utility Fund, and Solid Waste Management Fund.

Reviewed by:

Nelda Ramirez, Assistant City Manager

Prepared by:

Ascencion Alonzo, Director
of Finance

Attachments:

- A. Ordinance
- B. Carry-Overs From Fiscal Year 2023-2024

ORDINANCE NO.

AN ORDINANCE AMENDING THE BUDGET ORDINANCE FOR THE 2024-2025 FISCAL YEAR BY APPROPRIATING TO THE **GENERAL FUND** ADDITIONAL APPROPRIATIONS IN THE AMOUNT OF **\$2,874,718** FOR ADDITIONAL EXPENDITURES FROM FUND BALANCE, TO THE **HOTEL OCCUPANCY TAX FUND** ADDITIONAL APPROPRIATIONS IN THE AMOUNT OF **\$248,292** FOR ADDITIONAL EXPENDITURES FROM FUND BALANCE, TO THE **UTILITY FUND** ADDITIONAL APPROPRIATIONS IN THE AMOUNT OF **\$81,708** FOR ADDITIONAL EXPENSES FROM NET ASSETS, AND TO THE **SOLID WASTE MANAGEMENT FUND** ADDITIONAL APPROPRIATIONS IN THE AMOUNT OF **\$1,405,876** FOR ADDITIONAL EXPENSES FROM NET ASSETS. CONTAINING A REPEALER CLAUSE; CONTAINING A SEVERABILITY CLAUSE; PROVIDING A WAIVER OF (3) SEPARATE READINGS; AND PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.

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

SECTION I. The **GENERAL FUND** Budget estimated revenues and appropriations of the City of Edinburg for the Fiscal Year 2024-2025 is hereby amended in the sum of TWO MILLION EIGHT HUNDRED SEVENTY-FOUR THOUSAND SEVEN HUNDRED EIGHTEEN AND NO/100 DOLLARS (\$2,874,718.00) in appropriations from fund balance for payment of operating expenditures and capital outlay.

SECTION II. The **HOTEL OCCUPANCY TAX FUND** Budget of the City of Edinburg for the Fiscal Year 2024-2025 is hereby amended in the sum of TWO HUNDRED FORTY-EIGHT THOUSAND TWO HUNDRED NINETY-TWO AND NO/100 DOLLARS (\$248,292.00) in appropriations for payment of operating expenses and capital outlay from Fund Balance.

SECTION III. The **UTILITY FUND** Budget of the City of Edinburg for the Fiscal Year 2024-2025 is hereby amended in the sum of EIGHTY-ONE THOUSAND SEVEN HUNDRED EIGHT AND NO/100 DOLLARS (\$81,708.00) in appropriations for payment of operating expenses and capital outlay from Net Assets.

SECTION IV. The **SOLID WASTE MANAGEMENT FUND** Budget of the City of Edinburg for the Fiscal Year 2024-2025 is hereby amended in the sum of ONE MILLION FOUR HUNDRED FIVE THOUSAND EIGHT HUNDRED SEVENTY-SIX AND NO/100 DOLLARS (\$1,405,876.00) in appropriations for payment of operating expenses and capital outlay from Net Assets.

SECTION V. The Director of Finance is hereby instructed to amend the appropriate line items in the budget for Fiscal Year 2024-2025 to take into consideration the expenditures appropriated hereby.

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

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

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

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

READ, CONSIDERED, PASSED AND APPROVED at a regular meeting of the City Council of the City of Edinburg, Texas, at which a quorum was present and which was held in accordance with V.T.C.A., Government Code, Section 551.041, on the 15th 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 Ramirez Solis, City Attorney

GENERAL FUND

DEPARTMENT	ACCOUNT NUMBER	ACCOUNT TITLE	PURCHASE ORDER	VENDOR NUMBER	VENDOR NAME	TOTAL AMOUNT
CITY MANAGER	100-0200-607500	OFFICE FURNITURE	P240677	62144	TEXAS DEPT OF CRIMINAL JUSTICE	5,050.00
					TOTAL FOR CITY MANAGER	5,050.00
BUILDING MAINTENANCE	100-4004-603500	BUILDING AND STRUCTURES	P240982	59845	CARRIER CORPORATION	139,500.00
BUILDING MAINTENANCE	100-4004-513306	BUILDINGS & STRUCTURES	P241357	64158	ALLIED FIRE PROTECTION LP	4,990.00
					TOTAL FOR BUILDING MAINTENANCE	144,490.00
COMMUNICATIONS & MEDIA	100-1100-511201	PROFESSIONAL SERVICES	P241124	47160-0	SUPERIOR ALARMS	1,389.00
COMMUNICATIONS & MEDIA	100-1100-511201	PROFESSIONAL SERVICES	P241152	63974	CARAHSOFT TECHNOLOGY CORP	720.00
					TOTAL FOR COMMUNICATIONS & MEDIA	2,109.00
ENGINEERING	100-0800-511200	PROFESSIONAL SERVICES	P240371	62508	KCI TECHNOLOGIES INC	15,000.00
ENGINEERING	100-0800-511200	PROFESSIONAL SERVICES	P241072	35530-0	MELDEN & HUNT INC	9,500.00
ENGINEERING	100-0800-511200	PROFESSIONAL SERVICES	P240814	62353	LDG ENTERPRISES LLC	27,799.00
ENGINEERING	100-0800-511200	PROFESSIONAL SERVICES	PC240157	60197	ALVARADO ARCHITECTS & ASSOCIATES INC	13,750.00
ENGINEERING	100-0800-511200	PROFESSIONAL SERVICES	P240450	51184	UNION PACIFIC RAILROAD CO	7,000.00
					TOTAL FOR ENGINEERING	73,049.00
FINANCE	100-0500-512241	RENTS & CONTRACTUALS	P241267	50185-0	TYLER TECHNOLOGIES INC	14,043.00
FINANCE	100-0500-511200	PROFESSIONAL SERVICES	P240581	50185-0	TYLER TECHNOLOGIES INC	1,280.00
					TOTAL FOR FINANCE	15,323.00
HEALTH & CODE	100-5800-603500	BUILDINGS AND STRUCTURES	P241237	62855	RENE OLIVAREZ	563,289.00
					TOTAL FOR HEALTH & CODE	563,289.00
INFORMATION TECHNOLOGY	100-1000-512241	RENTS & CONTRACTUALS	P241108	63974	CARAHSOFT TECHNOLOGY CORP	25,040.00
					TOTAL FOR INFORMATION TECHNOLOGY	25,040.00
PARKS	100-4000-605590	OTHER CAPITAL OUTLAY	P240974	62402	HELLAS CONSTRUCTION INC	1,222,977.00
PARKS	100-4000-603500	BUILDING AND STRUCTURES	P241102	61990	8/A BUILDERS LLC	624,287.00
					TOTAL FOR PARKS	1,847,264.00
POLICE	100-2000-512240	RENTS & CONTRACTUALS	P240365	10725-0	ACME AUTO LEASING LLC	1,908.00
					TOTAL FOR POLICE	1,908.00
ROW	100-3002-605500	MACHINES & EQUIPMENT	PC240208	31305-0	KUBOTA TRACTOR CORP	64,392.00
ROW	100-3002-605500	MACHINES & EQUIPMENT	PC240206	62925	ALAMO GROUP TEXAS LLC	33,660.00
					TOTAL FOR ROW	98,052.00
FIRE/FIRE SUPPRESSION	100-2500-522300	WEARING APPAREL	P240967	10782-0	AD-WEAR & SPECIALTY OF TEXAS INC	20,013.00
FIRE/FIRE SUPPRESSION	100-2500-522300	WEARING APPAREL	P241225	15800-0	CASCO INDUSTRIES INC	20,168.00
FIRE/FIRE SUPPRESSION	100-2500-522300	WEARING APPAREL	P240964	15800-0	CASCO INDUSTRIES INC	5,824.00
FIRE/FIRE SUPPRESSION	100-2500-523302	MACHINES & EQUIPMENT	P240553	36480-0	MUNICIPAL EMERGENCY SERVICES, INC	44,759.00
FIRE/FIRE SUPPRESSION	100-2500-513300	MOTOR VEHICLES-MAINTENANCE	P241342	35565-0	METRO FIRE APPARATUS SPECIALISTS INC	8,380.00
					TOTAL FOR FIRE/FIRE SUPPRESSION	99,144.00
					TOTAL FOR GENERAL FUND	2,874,718.00

HOTEL OCCUPANCY TAX FUND

DEPARTMENT	ACCOUNT NUMBER	ACCOUNT TITLE	PURCHASE ORDER	VENDOR NUMBER	VENDOR NAME	TOTAL AMOUNT

LIBRARY	113-4101-607500	OFFICE FURNITURE	P241197	64017	THE CAPROCK GROUP LLC	82,028.00
LIBRARY	113-4101-607500	OFFICE FURNITURE	P241196	64017	THE CAPROCK GROUP LLC	19,964.00
LIBRARY	113-4101-607500	OFFICE FURNITURE	P241386	25017-0	G & S AUTO GLASS	125,000.00
					TOTAL FOR LIBRARY	226,992.00
NON-DEPARTMENTAL	113-9500-511200	PROFESSIONAL SERVICES	P240754	62122	RENE SOLANO	13,800.00
NON-DEPARTMENTAL	113-9500-511200	PROFESSIONAL SERVICES	P241129	62122	RENE SOLANO	7,500.00
					TOTAL FOR CULTURAL ARTS	21,300.00
					TOTAL FOR HOTEL OCCUPANCY TAX FUND	248,292.00

UTILITY FUND

DEPARTMENT	ACCOUNT NUMBER	ACCOUNT TITLE	PURCHASE ORDER	VENDOR NUMBER	VENDOR NAME	TOTAL AMOUNT
UTILITY ADMINISTRATION	200-6000-605590	OTHER CAPITAL OUTLAY	PC240185	60102	CRUZ-HOGAN CONSULTANTS INC	31,000.00
					TOTAL FOR UTILITY ADMINISTRATION	31,000.00
WATER PLANT	200-6100-511200	PROFESSIONAL SERVICES	PC240199	60454	DBR ENGINEERING CONSULTANTS INC	1,995.00
					TOTAL FOR WATER PLANT	1,995.00
WWTP	200-6200-523302	MACHINES & EQUIPMENT	P241285	56051-0	XYLEM WATER SOLUTIONS USA, INC	18,185.00
					TOTAL FOR WWTP	18,185.00
SYSTEMS	200-6300-513301	OFFICE MAINTENANCE & CONTRACTUAL - IT	P241335	50185-0	TYLER TECHNOLOGIES INC	1,590.00
SYSTEMS	200-6300-511200	PROFESSIONAL SERVICES	PC240196	26982-0	GUZMAN & MUNOZ ENGINEERING & SURVEYING INC	18,760.00
SYSTEMS	200-6300-511200	PROFESSIONAL SERVICES	PC240188	33704-0	M2 ENGINEERING PLLC	10,178.00
					TOTAL FOR SYSTEMS	30,528.00
					TOTAL FOR UTILITY FUND	81,708.00

SOLID WASTE MANAGEMENT FUND

DEPARTMENT	ACCOUNT NUMBER	ACCOUNT TITLE	PURCHASE ORDER	VENDOR NUMBER	VENDOR NAME	TOTAL AMOUNT
SOLID WASTE MANAGEMENT	210-6500-605500	MACHINES & EQUIPMENT	P240270	60924	LONGHORN INTERNATIONAL TRUCKS LTD	767,407.00
SOLID WASTE MANAGEMENT	210-6500-511200	PROFESSIONAL SERVICES	P240555	60075	HANSON PROFESSIONAL SERVICES INC	126,111.00
SOLID WASTE MANAGEMENT	210-6500-511200	PROFESSIONAL SERVICES	P241210	60075	HANSON PROFESSIONAL SERVICES INC	212,953.00
SOLID WASTE MANAGEMENT	210-6500-513302	MACHINES & EQUIPMENT	PC240125	28410-0	HOLT COMPANY OF TEXAS	79,765.00
SOLID WASTE MANAGEMENT	210-6500-512240	RENTS & CONTRACTUALS	P240537	59079	ROUTEWARE INC	180,775.00
SOLID WASTE MANAGEMENT	210-6500-513302	MACHINES & EQUIPMENT	P241358	28410-0	HOLT COMPANY OF TEXAS	19,206.00
SOLID WASTE MANAGEMENT	210-6500-513302	MACHINES & EQUIPMENT	P240297	28410-0	HOLT COMPANY OF TEXAS	1,067.00
SOLID WASTE MANAGEMENT	210-6500-513302	MACHINES & EQUIPMENT	P241348	28410-0	HOLT COMPANY OF TEXAS	18,592.00
					TOTAL FOR SOLID WASTE MANAGEMENT	1,405,876.00
					TOTAL FOR SOLID WASTE MANAGEMENT FUND	1,405,876.00



CITY OF EDINBURG - CITY COUNCIL

Meeting Date: April 15, 2025

BUDGET

Agenda Item No: 12.B.

Appropriations to the General Fund

1. Agenda Item:

Consider Ordinance Amending the Budget for the 2024-2025 Fiscal Year by Providing Additional Appropriations to the General Fund. [Ascencion Alonzo, Director of Finance]

2. Description:

This Ordinance amends the 2024-2025 Budget Ordinance by providing additional appropriations to the General Fund. The additional appropriations will be funded as follows: \$237,316 from the Unassigned General Fund Balance.

General Fund

**Additional
Appropriations**

Funding Source

Unassigned Fund Balance	\$ 237,316
Total	\$ 237,316

Appropriations

Fire Department	\$ 48,929
Human Resources Department	\$ 188,387
Total	\$ 237,316

Note: Refer To Detail

	General Fund
Unassigned Fund Balance 09/30/2024 (audited)	\$24,521,878
Less-Add'l Appropriations-04/15/2025	\$ (237,316)
Unassigned Fund Balance	\$24,284,562

City staff has closely examined the additional appropriations and their effect on Fund Balance and concluded that sufficient funds are available. Unassigned Fund Balance for General Fund is 27.15% of the 2024-2025 Fiscal Year budgeted expenditures.

This Ordinance amends the 2024-2025 Budget Ordinance by appropriating expenditures incurred and committed to date.

3. Staff's Recommendation:

Approve Ordinance Amending the Budget for the 2024-2025 Fiscal Year by providing additional appropriations to the General Fund.

Reviewed by:

Prepared by:

Nelda Ramirez, Assistant City Manager

Ascencion Alonzo, Director
of Finance

Attachments:

- A. Ordinance
- B. Mid-Year Appropriations

ORDINANCE NO.

AN ORDINANCE AMENDING THE BUDGET ORDINANCE FOR THE 2024-2025 FISCAL YEAR BY APPROPRIATING TO THE **GENERAL FUND** ADDITIONAL APPROPRIATIONS IN THE AMOUNT OF **\$237,316** FOR ADDITIONAL EXPENDITURES FROM FUND BALANCE. CONTAINING A REPEALER CLAUSE; CONTAINING A SEVERABILITY CLAUSE; PROVIDING A WAIVER OF (3) SEPARATE READINGS; AND PROVIDING FOR PUBLICATION AND EFFECTIVE DATE.

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

SECTION I. The **GENERAL FUND** Budget appropriations of the City of Edinburg for the Fiscal Year 2024-2025 is hereby amended in the sum of TWO HUNDRED THIRTY-SEVEN THOUSAND THREE HUNDRED SIXTEEN AND NO/100 DOLLARS (\$237,316.00) in appropriations from fund balance for payment of capital outlay.

The appropriations to be appropriated are as follows:

FORTY-EIGHT THOUSAND NINE HUNDRED TWENTY-NINE AND NO/100 DOLLARS (\$48,929.00) for the **FIRE** Department; and ONE HUNDRED EIGHTY-EIGHT THOUSAND THREE HUNDRED EIGHTY-SEVEN AND NO/100 DOLLARS (\$188,387.00) for the **HUMAN RESOURCES** Department.

SECTION II. The Director of Finance is hereby instructed to amend the appropriate line items in the budget for Fiscal Year 2024-2025 to take into consideration the expenditures appropriated hereby.

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

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

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

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

READ, CONSIDERED, PASSED AND APPROVED at a regular meeting of the City Council of the City of Edinburg, Texas, at which a quorum was present and which was held in accordance with V.T.C.A., Government Code, Section 551.041, on the 15th 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 Ramirez Solis, City Attorney



THE CITY OF
Edinburg
FIRE DEPARTMENT



MEMORANDUM

To: Ascencion Alonzo, Director of Finance
From: Omar Garza, Fire Chief *OG*
Date: April 9, 2025
Subject: Mid-Year Appropriations

Due to the creation of the new Assistant Fire Chief position, a shortage in vehicles has occurred. At this time, I am requesting that \$48,929 be added to this year's mid-year appropriation to cover the cost of a new vehicle for Fire Prevention.

Please feel free to contact me at (956) 369-0542 if you have any questions or need additional information.



CITY OF EDINBURG - CITY COUNCIL

Meeting Date: March 4, 2025

CONSENT AGENDA

Agenda Item No: 15.H.

2025 Ford F150 STX Crew Cab 4x4

1. Agenda Item:

Consider Authorizing the Purchase of a 2025 Ford F-150 STX Crew Cab 4x4 from Boswell Elliff, Through the Texas Interlocal Purchasing System (TIPS-USA) Vendor No. 7490 via Contract No. 240901 Transportation Vehicle, in the Amount of \$48,929. [Omar Garza, Fire Chief]

2. Description:

In an effort to continue providing efficient and cost-effective purchasing for the City of Edinburg, the city is a member of the following different Cooperative Purchasing Entities in the State of Texas, Houston Galveston Area Council (HGAC), Local Government Purchasing Cooperative (BuyBoard), 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.

This purchase is made through TIPS-USA Vendor No. 7490 via Contract No. 240901 Transportation Vehicle and includes one 2025 Ford F-150 STX Crew Cab 4x4 with running boards for the Fire Marshal's Office at a total cost of \$48,929. The Fire Marshal's Office currently requires a vehicle for one of its inspectors. The vehicle will be available for purchase at the dealership in sixty (60) days.

Approval of this item will require mid-year appropriation funding.

3. Staff's Recommendation:

Approve Authorizing the Purchase of a 2025 Ford F-150 STX Crew Cab 4x4 from Boswell Elliff, Through the Texas Interlocal Purchasing System (TIPS-USA) Vendor No. 7490 via Contract No. 240901 Transportation Vehicle, in the Amount of \$48,929.

Reviewed by:

Omar Garza, Fire Chief

Prepared by:

Maricruz Tovar, Emergency
Management Planner

Attachments:

A. Quote_Boswell Elliff

1401 W.BUSINESS 77
P.O.BOX 1871
SAN BENITO, TX 78586
WWW.BOSWELLAUTO.COM



EMAIL: ROBGARCIA@BOSWELLAUTO.COM
PHONE: 1-888-233-5721/(956)399-2468
FAX: (956)399-4707

MOTOR VEHICLE PURCHASE ORDER

Purchaser CITY OF EDINBURG Salesman Robert Garcia Date 02/20/2025
Address _____ Residence Phone _____ Bus. Phone _____
City _____ State TX Zip _____

I hereby offer to purchase from you under the terms and conditions specified, the following:

Delivery is to be made _____ or as soon thereafter as possible. It is agreed, however, that neither you nor the Manufacturer will be liable for failure to effect delivery.

DESCRIPTION OF SALE UNIT					
Quantity 1	☒ New ☐ Used	Year 2025	Make FORD	Cyl. 5.0L	Model F150 STX
Body Style CREW CAB 4X4		Stock No. ORDER	Color WHITE		
Vehicle Identification No.			License No.		
Inspection		Mileage	Validation No.		
USED CAR TRADE-IN					
Year	Make		Body Type		
Model	Cyl.		Mileage		
Vehicle Identification No.			License No.		
Inspection		Validation No.			
Appraised Value of Trade-in \$		FMCC Deal No.			
TIPS-USA VENDOR #7490 CONTRACT #240901 TRANSPORTATION VEHICLE					

DOCUMENTARY FEE. A DOCUMENTARY FEE IS NOT AN OFFICIAL FEE. A DOCUMENTARY FEE IS NOT REQUIRED BY LAW, BUT MAY BE CHARGED TO BUYERS FOR HANDLING DOCUMENTS AND PERFORMING SERVICES RELATED TO CLOSING OF A SALE. A DOCUMENTARY FEE MAY NOT EXCEED \$25. THIS NOTICE IS REQUIRED BY LAW. THE DEALER'S INVENTORY TAX CHARGE IS INTENDED TO REIMBURSE THE DEALER FOR AD VALOREM TAXES ON ITS MOTOR VEHICLE INVENTORY. THE CHARGE, WHICH IS PAID BY THE DEALER TO THE COUNTY TAX ASSESSOR/COLLECTOR, IS NOT A TAX IMPOSED ON A CONSUMER BY THE GOVERNMENT, AND IS NOT REQUIRED TO BE CHARGED BY THE DEALER TO THE CONSUMER.

AVISO
EL COBRO DOCUMENTAL NO ES UN COBRO OFICIAL. EL COBRO DOCUMENTAL NO ES REQUISITO BAJO LA LEY, PERO SE LE PUEDE COBRAR AL COMPRADOR POR EL RENDIMIENTO DE LOS SERVICIOS RELACIONADOS CON LA COMPLETACION DE LA VENTA Y POR COMPLETAR LOS DOCUMENTOS. EL COBRO DOCUMENTAL NO PUEDE SOBREPASAR LOS \$25.00 (U.S.) ESTE AVISO ES REQUERIDO BAJO LA LEY. EL COBRO DEL CONCESIONARIO POR IMPUESTOS AL INVENTARIO ES PARA REEMBOLSAR AL CONCESIONARIO POR IMPUESTOS POR EL VALOR DE SU INVENTARIO DE VEHICULOS MOTRICES. ESTE CARGO, QUE HACE AL CONCESIONARIO AL RECOLECTOR-EVALUADOR DE IMPUESTOS DEL CONDADO, NO ES UN IMPUESTO IMPUTADO AL CONSUMIDOR POR EL GOBIERNO, Y NO SE REQUIERE QUE SEA COBRADO AL CONSUMIDOR POR EL CONCESIONARIO.

DISCLAIMER OF WARRANTIES

Any warranties on the products sold hereby are those made by the manufacturer. The seller hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and the Seller neither assumes nor authorizes any other to assume for it any liability in connection with the sale of said products.

PRICE OF UNIT	\$54820	00
BEF-GP DISC	-5891	00
INCLUDES RUNNINGBOARDS		
Selling Price	\$48929	00
Trade Allowance	\$	
Difference	\$	
Sales Tax	\$	
License and Titles Fees	\$	
State Inspection	\$	
Documentary Fee	\$	
Dealer Inventory Tax	\$	
Subtotal	\$	
Add Balance Owed on Trade	\$	
Subtotal	\$	
Cash on Delivery	\$	
Unpaid Balance Due	\$48929	00

I understand and agree to the terms of this order, whether on the front or the reverse side. This order contains the entire agreement proposed for the purchase of the above described vehicle and no other agreement or understanding of any nature concerning this transaction has been made unless attached to this order and signed by the seller and buyer. Seller makes no representations concerning fuel economy of the sale unit and any information posted on the sale unit or contained in literature relating to the same reflect the results of tests performed, required or prescribed by a government agency, upon which seller has relied. If the sale unit is a used motor vehicle: (1) seller will deliver to the buyer an Odometer Disclosure Statement based on written information relating to the sale unit obtained from the previous owner and upon which seller has relied; and (2) seller has obtained from the previous owner a written Certificate of Title prepared by the State Department of Highways and Public Transportation from its official records, all of the information in which seller has relied upon in the Description of Sale Unit in this order.

Seller's Signature Robert Garcia Purchaser's Signature _____ Date _____



MEMORANDUM

DATE: April 9, 2025

TO: Myra Ayala, City Manager
Ascencion Alonzo, Director of Finance
Nelda Ramirez, Assistant City Manager

FROM: Belinda Torres, Director of Human Resources 

SUBJECT: Mid-Year Appropriation for Time and Attendance Software & Hardware
--

The current Time and Attendance system, Novatime, is approaching an End-of-Life (EOL) date for their forty-one (41) clock-in kiosks as of June 30, 2025. The EOL for the time and attendance software is projected to end on calendar year 2026. It is essential to replace this system to ensure minimal disruption to the City's operations. Procuring a replacement will ensure continuity, mitigate risks, and maintain operational efficiency.

An agenda item is being presented to City Council on April 15, 2025 to consider authorizing the approval to purchase Time and Attendance system from Time Clock Plus, through the OMNIA contract: 14-10 in the amount of \$188,386.33, a one-time fee and a reoccurring annual fee of \$69,817.00 thereafter.

The purchase includes time and attendance software and forty-one (41) clocks. Appropriations for this contract are required for Fiscal Year 2024-2025.



CITY OF EDINBURG - CITY COUNCIL

Meeting Date: April 15, 2025

AWARDING OF BIDS

Agenda Item No: 13.A.

Consider and Possible Action Authorizing the Approval to Purchase
Time and Attendance System

1. Agenda Item:

Consider Authorizing the Purchase of the Time and Attendance System from Time Clock Plus, Through OMNIA Contract No. 14-10 in the Amount of \$188,386.33, a One-Time Fee and a Recurring Annual Fee of \$69,817.00 Thereafter and Authorize the City Manager to Execute Any Documents Related Thereto. [Belinda Torres, Director of Human Resources/Civil Service]

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.

Technology plays a significant role in the success of the City. The City is committed to providing efficient technology efforts to streamline daily operations and improve responsiveness to services provided.

The current Time and Attendance system, Novatime, is approaching an End-of-Life (EOL) for their forty-one (41) clock-in kiosks on June 30, 2025. The EOL for the software is projected to end in 2026. It is essential to replace this system to ensure minimal disruption to the City's operations. Procuring a replacement will ensure continuity, mitigate risks, and maintain operational efficiency.

Upon approval, the initial kick-off meeting will be scheduled for April 2025 and implementation is estimated to take four (4) to six (6) months. The purchase includes time and attendance software and forty-one (41) clocks.

OMNIA Contract 14-10

Appropriations for this contract are required for Fiscal Year 2024/2025. The Budget Agenda Item is being presented to City Council at the meeting held 4/15/2025.

3. Staff's Recommendation:

Approve Authorizing the Purchase of the Time and Attendance System from Time Clock Plus, Through OMNIA Contract No. 14-10 in the Amount of \$188,386.33, a One-Time Fee and a Recurring Annual Fee of \$69,817.00 Thereafter and Authorize the City Manager to Execute Any Documents Related Thereto.

Reviewed by:

Prepared by:

Belinda Torres, Director of

Attachments:

- A. A. Timeclock Plus Quote Q043139.
- B. B. TCP Software Services Agreement
- C. C. TCP Implementation Proposal



TIMECLOCK PLUS,
LLC
1 TIMECLOCK DRIVE
SAN ANGELO, TX 76904

QUOTE # : Q043139

CONTRACT START DATE : 03/21/2025

CLIENT INFORMATION

Shipping Method: UPS Ground

Purchased for: City of Edinburg
Bill To: City of Edinburg

Contract Contact Name: Danny Vera

Billing Address: 415 W University Dr
Edinburg, Texas 78539
United States

Contract Contact Email: dvera@cityofedinburg.com

Billing Contact Name: Danny Vera

Billing Contact Email: dvera@cityofedinburg.com

Billing Contact Phone: 9563881805

BILLING TERMS

INITIAL TERM	RENEWAL TERM	PAYMENT TERM	PAYMENT METHOD
60 MONTHS	60 MONTHS	NET 30	CHECK

ITEM DESCRIPTION	PRICE PER UNIT	QUANTITY	CHARGE TYPE	ORDER TOTAL
ENTERPRISE LICENSE ANNUAL CHARGE	\$40.20	1350	RECURRING	\$54,270.00
OVERAGE ENTERPRISE LICENSE ANNUAL CHARGE	\$61.20		USAGE	\$0.00
HARDWARE SUPPORT & MAINTENANCE	\$15,547.20	1	RECURRING	\$15,547.20
*RDT + FINGERPRINT	\$1,806.35	41	ONE-TIME	\$74,060.35
*POWER OVER ETHERNET (POE) 802.3AF	\$0.00	41	ONE-TIME	\$0.00
IMPLEMENTATION SERVICES PREPAID HOURS	\$168.75	260	ONE-TIME	\$43,875.00
HARDWARE S&H	\$633.78	1	ONE-TIME	\$633.78

SUBTOTAL	\$188,386.33
TAXES	\$0.00
GRAND TOTAL	\$188,386.33
CURRENCY	USD

QUOTE EXPIRATION DATE : 03/22/2025

SERVICE TERMS & CONDITIONS

TimeClock Plus, LLC ("TCP"), a Delaware limited liability company, will provide Client and its authorized Employees and Users access to the Services during the Initial Service Term in accordance with the complete terms and conditions (collectively the "Licensing Agreement") found at: <https://www.tcpsoftware.com/legal>

TCP reserves the right to modify the Licensing Agreement at TCP's sole discretion provided that changes shall not materially decrease the Services features and functionalities that Client has subscribed to during the then-current term. Should TCP make any modifications to the Licensing Agreement, TCP will post the amended terms on the applicable URL link and will update the "Last Updated Date" within such documents to notify Client of said changes.

This Order Form is entered into as of the Contract Start Date contained herein (the "Effective Date") by and between TimeClock Plus, LLC and the entity named in the Bill To section herein (the "Client"), and is subject to the Licensing Agreement. In the event of any conflict between the Order Form and the Terms and Conditions (as applicable), the terms of the Order Form shall control.

Client shall pay all fees or charges in accordance with those outlined on the Order Form. Except for cases of TCP breach, all fees are committed and non-cancelable during the term of the agreement.

The individuals executing this Agreement on behalf of each Party represent and warrant to the other Party that they are fully authorized and legally capable of executing this Agreement on behalf of such Party and that such execution is binding upon such Party.

Accepted by:

Client

TimeClock Plus, LLC

By: _____ By: _____

Name: _____ Name: _____

Title: _____ Title: _____



CITY OF EDINBURG - CITY COUNCIL

Meeting Date: April 15, 2025

BUDGET

Agenda Item No: 12.C.

Budget Transfer for the General Fund

1. Agenda Item:

Consider Approving the Fiscal Year 2024-2025 Budget Transfer for the General Fund. [Ascencion Alonzo, Director of Finance]

2. Description:

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

Information Technology

1. General Fund: FROM Other Capital Outlay TO Travel, Training, Meetings; and Communication Service Agreements, in the Amount of \$20,000. [Daniel Vera, Director of Information Technology]

3. Staff's Recommendation:

Approve the Budget Transfer for the Fiscal Year 2024-2025 Budget, as requested by the department.

Reviewed by:

Prepared by:

Ascencion Alonzo, Director of Finance

Attachments:

- A. Budget Transfer Request Form

CITY OF EDINBURG
BUDGET TRANSFER REQUEST FORM
FUND NAME 100-GENERAL
DEPARTMENT IT

TRANSFER FROM:

ACCOUNT NAME		ACCOUNT NUMBER												AMOUNT			
		Fund			-	Dept				-	*Category						
1	OTHER CAPITAL OUTLAY	1	0	0		1	0	0	0		6	0	5	5	9	0	\$ 20,000
</																	

TRANSFER TO:

ACCOUNT NAME		ACCOUNT NUMBER												AMOUNT			
		Fund			-	Dept				-	*Category						
1	TRAVEL, TRAINING, MEETINGS	1	0	0		1	0	0	0		5	1	3	2	0	0	\$ 10,000
2	COMMUNICATION SERVICE AGREEMENTS	1	0	0		1	0	0	0		5	1	2	2	1	0	10,000
										Total						\$ 20,000	

Need to transfer funds to cover the cost of training conferences: Tyler Connect, RTM Summer Government IT Congress, ARSOC Annual Conference, and to cover projected short fall in the Communications Service Agreement account.

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

ALL BUDGET TRANSFERS WILL REQUIRE CITY COUNCIL APPROVAL.

ROUTE AS NUMBERED

REQUESTED BY: [Signature] DATE: 4/13/25
 1. _____
 2. _____
 Department Head & Assistant City Manager
 ROUTE TO FINANCE DEPARTMENT

APPROVED BY: [Signature] DATE: 4/13/25
 4. _____
 City Manager
 ROUTE BACK TO FINANCE DEPARTMENT
 ATTENTION: SANDRA DEE AGUIRRE

REVIEWED BY: [Signature] DATE: 04/07/2025
 3. _____
 Director of Finance
 ROUTE TO CITY MANAGER'S OFFICE

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



CITY OF EDINBURG - CITY COUNCIL

Meeting Date: April 15, 2025

RESOLUTIONS

Agenda Item No: 13.A.

Notice of Intention to Issue Certificates of Obligation

1. Agenda Item:

Consideration and Appropriate Action on a Resolution by the City Council of the City of Edinburg, Texas Authorizing and Approving the Publication of a Notice of Intention to Issue Certificates of Obligation; Complying with the Requirements Contained in the Securities and Exchange Commission Rule 15c2-12; and Providing an Effective Date. [Ascencion Alonzo, Director of Finance]

2. Description:

As part of the City of Edinburg's ongoing Capital Improvements Program, City staff has initiated the preliminary planning phase for several major municipal projects. City staff is presenting for City Council to consider the passage of an ordinance or ordinances and take such other actions as may be deemed necessary to authorize the issuance of one or more series of certificates of obligation in an aggregate principal amount not to exceed \$9,250,000 for the purpose or purposes of paying contractual obligations of the City to be incurred.

The City plans to issue these tax-exempt Certificates of Obligation to fund the construction, acquisition, purchase, renovation, expansion, and improvement of the City's Solid Waste Management facilities. This includes development of the landfill site, as well as associated utility repairs, replacements, relocations, and related professional services.

Staff is requesting approval of a resolution authorizing publication of notice of intent to issue Certificates of Obligation totaling \$9,250,000.

City staff reviewed, analyzed, and evaluated the City's current and future debt and anticipates that this issuance will not require an increase in the City of Edinburg's property tax rate.

3. Staff's Recommendation:

Approve resolution by the City Council of the City of Edinburg, Texas authorizing and approving the publication of a notice of intention to issue certificates of obligation; complying with the requirements contained in the Securities and Exchange Commission Rule 15c2-12; and providing an effective date.

Reviewed by:

Nelda Ramirez, Assistant City Manager

Prepared by:

Ascencion Alonzo, Director of Finance

Attachments:

A. Notice of Intent Resolution (2065254.4)

RESOLUTION

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF EDINBURG, TEXAS AUTHORIZING AND APPROVING THE PUBLICATION OF A NOTICE OF INTENTION TO ISSUE CERTIFICATES OF OBLIGATION; COMPLYING WITH THE REQUIREMENTS CONTAINED IN THE SECURITIES AND EXCHANGE COMMISSION RULE 15c2-12; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City Council (the *City Council*) of the City of Edinburg, Texas (the *City*) has determined that it is advisable and necessary to issue and sell one or more series of certificates of obligation (the *Certificates*) in an amount not to exceed \$9,250,000.00 as provided pursuant to the provisions of the Certificate of Obligation Act of 1971, as amended, Texas Local Government Code, Section 271.041 through Section 271.064, for the purpose of paying contractual obligations of the City to be incurred for making permanent public improvements and for other public purposes, to-wit: (1) constructing, acquiring, purchasing, renovating, enlarging, and improving City storm water, culvert, ditch, detention pond, and related drainage improvements; (2) constructing, acquiring, purchasing, renovating, enlarging, and improving City solid waste management facilities, including landfill site development (and related utilities repair, replacement, and relocation); (3) constructing, acquiring, renovating, enlarging, and improving the City's municipal water and wastewater utility system; (4) the purchase of materials, supplies, equipment, digital signage, machinery, landscaping, land, and rights-of-way for authorized needs and purposes relating to the aforementioned capital improvements; and (5) payment for professional services relating to the design, construction, project management, and financing of the aforementioned projects. The Certificates will be payable from the levy of an annual ad valorem tax, within the limitations prescribed by law, upon all taxable property within the City and from a lien on and pledge of certain of the net revenues (not to exceed an aggregate total of \$1,000 dollars) derived from the operation of the City's municipal water and wastewater utility system. The Certificates are to be issued, and this notice is given, under and pursuant to the provisions of the Certificate of Obligation Act of 1971, as amended, Texas Local Government Code Section 271.041 through Section 271.064, and Chapter 1502, as amended, Texas Government Code; and

WHEREAS, prior to the public offering, sale, and issuance of the Certificates, the appropriate officials of the City must review and approve the distribution of a "deemed final" preliminary official statement (the *Official Statement*) in order to comply with the requirements contained in 17 C.F.R. §240.15c2-12 (the *Securities and Exchange Commission Rule*); and

WHEREAS, based upon their review of the Official Statement, the appropriate officials of the City must find to the best of their knowledge and belief, after reasonable investigation, that the representations of facts pertaining to the City contained in the Official Statement are true and correct and that, except as disclosed in the Official Statement, there are no facts pertaining to the City that would adversely affect the issuance of the Certificates or the City's ability to pay the debt service requirements on the Certificates when due; and

WHEREAS, the City Council will comply with the requirements contained in the Securities and Exchange Commission Rule concerning the creation of a contractual obligation between the City and the proposed purchaser(s) of the Certificates (the *Purchasers*) to provide the

Purchasers with an Official Statement in a time and manner that will enable the Purchasers to comply with the distribution requirements and continuing disclosure requirements contained in the Securities and Exchange Commission Rule; and

WHEREAS, the City Council authorizes the Mayor, City Manager, City Secretary, and the City Attorney, as appropriate, or their designees, to review, approve, and execute any document or certificate in order to allow the City to comply with the requirements contained in the Securities and Exchange Commission Rule; and

WHEREAS, prior to the issuance of the Certificates, the City Council is required to publish notice of its intention to issue the Certificates in a newspaper of general circulation in the City, and if the City maintains an internet website, publish such notice of intent on the City's internet website, such notice stating (i) the time and place the City Council tentatively proposes to pass the ordinance authorizing the issuance of the Certificates, (ii) the purposes for which the Certificates are to be issued, (iii) the manner in which the City Council proposes to pay the Certificates; (iv) the then-current principal amount of all outstanding ad valorem debt obligations of the City; (v) the then-current combined principal and interest required to pay all outstanding ad valorem debt obligations of the City on time and in full, which may be based on the City's expectations relative to the interest due on any variable rate ad valorem debt obligations; (vi) the maximum principal amount of the Certificates to be authorized; (vii) the estimated interest rate for the Certificates to be authorized or that the maximum interest rate for the Certificates may not exceed the maximum legal interest rate; and (viii) the maximum maturity date of the Certificates to be authorized; and

WHEREAS, the City Council hereby finds and determines that such documents pertaining to the sale of the Certificates should be approved, and the City should proceed with the giving of notice of intention to issue the Certificates in the time, form, and manner provided by law; and

WHEREAS, the City Council hereby finds and determines that the adoption of this Resolution is in the best interests of the residents of the City; now, therefore,

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

SECTION 1. The City Secretary is hereby authorized and directed to cause notice to be published of the City Council's intention to issue the Certificates in an amount not to exceed \$9,250,000 for the purpose of paying contractual obligations of the City to be incurred for making permanent public improvements and for other public purposes, to-wit: (1) constructing, acquiring, purchasing, renovating, enlarging, and improving City storm water, culvert, ditch, detention pond, and related drainage improvements; (2) constructing, acquiring, purchasing, renovating, enlarging, and improving City solid waste management facilities, including landfill site development (and related utilities repair, replacement, and relocation); (3) constructing, acquiring, renovating, enlarging, and improving the City's municipal water and wastewater utility system; (4) the purchase of materials, supplies, equipment, digital signage, machinery, landscaping, land, and rights-of-way for authorized needs and purposes relating to the aforementioned capital improvements; and (5) payment for professional services relating to the design, construction, project management, and financing of the aforementioned projects. The Certificates will be payable from the levy of an annual ad valorem tax, within the limitations prescribed by law, upon all taxable property within

the City and additionally from a pledge of and lien on certain revenues (not to exceed an aggregate total of \$1,000 dollars) derived from the operation of the City's municipal water and wastewater utility system. The notice hereby approved and authorized to be published shall read substantially in the form and content of Exhibit A attached hereto, which notice is incorporated herein by reference as a part of this Resolution for all purposes.

SECTION 2. The City Secretary shall cause the notice described in Section 1 to be published in a newspaper of general circulation in the City, once a week for two consecutive weeks, the date of the first publication shall be at least forty-six (46) days prior to the date stated therein for passage of the ordinance authorizing the issuance of the Certificates. Additionally, the City Secretary shall cause the notice described in Section 1 to be posted continuously on the City's website for at least forty-five (45) days prior to the date stated therein for passage of the ordinance authorizing the issuance of the Certificates.

SECTION 3. The Mayor, City Manager, Director of Finance, City Secretary, and the City Attorney, as appropriate, or their designees, are authorized to review and approve the Official Statement pertaining to the offering, sale, and issuance of the Certificates and to execute any document or certificate in order to comply with the requirements contained in the Securities and Exchange Commission Rule.

SECTION 4. The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Resolution for all purposes and are adopted as a part of the judgment and findings of the City Council.

SECTION 5. All ordinances and resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.

SECTION 6. This Resolution shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

SECTION 7. If any provision of this Resolution or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Resolution and the application of such provision to other persons and circumstances shall nevertheless be valid, and the City Council hereby declares that this Resolution would have been enacted without such invalid provision.

SECTION 8. It is officially found, determined, and declared that the meeting at which this Resolution is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Resolution, was given, all as required by Chapter 551, as amended, Texas Government Code.

SECTION 9. This Resolution shall be in force and effect from and after the date of its adoption, and it is so resolved.

PASSED AND APPROVED, this the 15th day of April, 2025.

CITY OF EDINBURG, TEXAS

Mayor

ATTEST:

City Secretary

(CITY SEAL)

Exhibit A

NOTICE OF INTENTION TO ISSUE CITY OF EDINBURG, TEXAS CERTIFICATES OF OBLIGATION

NOTICE IS HEREBY GIVEN that the City Council of the City of Edinburg, Texas will convene at its regular meeting place in the City Hall in Edinburg, Texas, at 6:00 o'clock P.M., Edinburg, Texas time on June 17, 2025, and, during such meeting, the City Council will consider the passage of an ordinance or ordinances and take such other actions as may be deemed necessary to authorize the issuance of one or more series of certificates of obligation in an aggregate principal amount not to exceed \$9,250,000 for the purpose or purposes of paying contractual obligations of the City to be incurred for making permanent public improvements and for other public purposes, to-wit: (1) constructing, acquiring, purchasing, renovating, enlarging, and improving City storm water, culvert, ditch, detention pond, and related drainage improvements; (2) constructing, acquiring, purchasing, renovating, enlarging, and improving City solid waste management facilities, including landfill site development (and related utilities repair, replacement, and relocation); (3) constructing, acquiring, renovating, enlarging, and improving the City's municipal water and wastewater utility system; (4) the purchase of materials, supplies, equipment, digital signage, machinery, landscaping, land, and rights-of-way for authorized needs and purposes relating to the aforementioned capital improvements; and (5) payment for professional services relating to the design, construction, project management, and financing of the aforementioned projects. The certificates of obligation (the *Certificates*) will be payable from the levy of an annual ad valorem tax, within the limitations prescribed by law, upon all taxable property within the City and from a lien on and pledge of certain revenues (not to exceed an aggregate total of \$1,000 dollars) derived by the City from the operation of the City's municipal water and wastewater utility system. In accordance with Section 271.049, as amended, Texas Local Government Code, (i) the current principal amount of all of the City's outstanding public securities secured by and payable from ad valorem taxes is \$107,785,000; (ii) the current combined principal and interest required to pay all of the City's outstanding public securities secured by and payable from ad valorem taxes on time and in full is \$136,479,857; (iii) the estimated combined principal and interest required to pay the Certificates to be authorized on time and in full is \$14,759,291; (iv) the maximum interest rate for the Certificates may not exceed the maximum legal interest rate; and (v) the maximum maturity date of the Certificates to be authorized is March 1, 2045. The Certificates are to be issued, and this notice is given, under and pursuant to the provisions of the Certificate of Obligation Act of 1971, as amended, Texas Local Government Code Section 271.041 through Section 271.064, and Chapter 1502, as amended, Texas Government Code.

/s/ Clarice Yvette Balderas

City Secretary
City of Edinburg, Texas



CITY OF EDINBURG - CITY COUNCIL

Meeting Date: April 15, 2025

RESOLUTIONS

Agenda Item No: 13.B.

Reimburse Itself for the Prior Lawful Expenditure of Funds

1. Agenda Item:

Consideration and Appropriate Action on a Resolution Establishing the Intention of the City of Edinburg, Texas to Reimburse Itself for the Prior Lawful Expenditure of Funds Relating to Acquiring, Constructing, and Equipping Various City Improvements from the Proceeds of One or More Series of Tax-Exempt Obligations to be Issued by the City for Authorized Purposes; Authorizing Other Matters Incident and Related Thereto; and Providing an Effective Date. [Ascencion Alonzo, Director of Finance]

2. Description:

As part of the City of Edinburg's ongoing Capital Improvements Program, City staff has initiated the preliminary planning phase for several major municipal projects. City staff is presenting City Council a resolution expressing official intent to reimburse with tax-exempt obligation proceeds, cost of expenditures on certain municipal projects with the City of Edinburg, Texas Certificates of Obligation.

The City plans to issue these tax-exempt Certificates of Obligation to fund the construction, acquisition, purchase, renovation, expansion, and improvement of the City's Solid Waste Management facilities. This includes development of the landfill site, as well as associated utility repairs, replacements, relocations, and related professional services.

To continue advancing the Capital Improvements Program and avoid delays or increased construction costs, initial project expenses will be funded through the City's Solid Waste Management Fund. Approval of the proposed resolution will authorize the reimbursement of these expenditures upon the issuance of the Certificates of Obligation.

City staff reviewed, analyzed, and evaluated the City's current and future debt and anticipates that this issuance will not require an increase in the City of Edinburg's property tax rate.

3. Staff's Recommendation:

Approve resolution establishing the intention of the City of Edinburg, Texas to reimburse itself for the prior lawful expenditure of funds relating to acquiring, constructing, and equipping various City improvements from the proceeds of one or more series of tax-exempt obligations to be issued by the City for authorized purposes; authorizing other matters incident and related thereto; and providing an effective date.

Reviewed by:

Prepared by:

Ascencion Alonzo, Director
of Finance

Attachments:

A. Reimbursement Resolution (2087474.2)

RESOLUTION

A RESOLUTION ESTABLISHING THE INTENTION OF THE CITY OF EDINBURG, TEXAS TO REIMBURSE ITSELF FOR THE PRIOR LAWFUL EXPENDITURE OF FUNDS RELATING TO ACQUIRING, CONSTRUCTING AND EQUIPPING VARIOUS CITY IMPROVEMENTS FROM THE PROCEEDS OF ONE OR MORE SERIES OF TAX-EXEMPT OBLIGATIONS TO BE ISSUED BY THE CITY FOR AUTHORIZED PURPOSES; AUTHORIZING OTHER MATTERS INCIDENT AND RELATED THERETO; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City Council (the *Governing Body*) of the City of Edinburg, Texas (the *Issuer*) has entered into or will enter into various contracts pertaining to the expenditure of lawfully available funds of the Issuer to finance the costs associated with (i) (1) constructing, acquiring, purchasing, renovating, enlarging, and improving City storm water, culvert, ditch, detention pond, and related drainage improvements; (2) constructing, acquiring, purchasing, renovating, enlarging, and improving City solid waste management facilities, including landfill site development (and related utilities repair, replacement, and relocation); (3) constructing, acquiring, renovating, enlarging, and improving the City's municipal water and wastewater utility system; and (4) the purchase of materials, supplies, equipment, digital signage, machinery, landscaping, land, and rights-of-way for authorized needs and purposes relating to the aforementioned capital improvements (the *Construction Costs*); (ii) the payment of various engineering costs, including design testing, design engineering, and construction inspection related to the Construction Costs (the *Engineering Costs*), (iii) the payment of various architectural costs, including preparation of plans and specifications and various other plans and drawings related to the Construction Costs (the *Architectural Costs*), and (iv) the payment of various administrative costs, including the fees of bond counsel, financial advisor, project manager, project consultant, other professionals, and printer (the *Administrative Costs*) [the Construction Costs, Engineering Costs, Architectural Costs, and Administrative Costs collectively constitute costs of the project that are the subject of this Resolution (the *Project*)]; and

WHEREAS, the provisions of Section 1201.042, as amended, Texas Government Code (*Section 1201.042*) provide that the proceeds from the sale of obligations issued to finance the acquisition, construction, equipping, or furnishing of any project or facilities, such as the Project, may be used to reimburse the Issuer, for costs attributable to such project or facilities paid or incurred before the date of issuance of such obligations; and

WHEREAS, the United States Department of Treasury (the *Department*) released Regulation Section 1.150-2 (the *Regulations*) which establishes when the proceeds of obligations are spent and therefore are no longer subject to various federal income tax restrictions contained in the Internal Revenue Code of 1986, as amended (the *Code*); and

WHEREAS, the Issuer intends to reimburse itself, within eighteen months from the later of the date of expenditure or the date the property financed is placed in service (but in no event more than three years after the original expenditures are paid), for the prior lawful capital expenditure of funds from the proceeds of one or more series of ad valorem tax-supported bonds

issued as tax-exempt obligations (the *Obligations*) that the Issuer currently contemplates issuing in an amount not to exceed \$9,250,000 to finance a portion of the costs of the Project; and

WHEREAS, under the Regulations, to fund such reimbursement with proceeds of the Obligations, the Issuer must declare its expectation ultimately to make such reimbursement before making the expenditures; and

WHEREAS, the Issuer hereby finds and determines that the reimbursement for the prior expenditure of funds of the Issuer is not inconsistent with the Issuer's budgetary and financial circumstances; and

WHEREAS, the Governing Body hereby finds and determines that the adoption of this Resolution is in the best interests of the citizens of the Issuer; now, therefore,

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

SECTION 1: This Resolution is a declaration of intent to establish the Issuer's reasonable, official intent under section 1.150-2 of the Regulations and Section 1201.042 to reimburse itself from certain of the proceeds of the Obligations for any capital expenditures previously incurred (not more than 60 days prior to the date hereof) or to be incurred with respect to the Project from the lawfully-available general funds or other funds of the Issuer.

SECTION 2: The Issuer intends to issue the Obligations and allocate within 30 days after the date of issuance of the Obligations the proceeds therefrom to reimburse the Issuer for prior lawful expenditures with respect to the Project in a manner to comply with the Regulations.

SECTION 3: The reimbursed expenditure will be a type properly chargeable to a capital account (or would be so chargeable with a proper election) under general federal income tax principles.

SECTION 4: The Issuer intends to otherwise comply, in addition to those matters addressed within this Resolution, with all the requirements contained in the Regulations.

SECTION 5: This Resolution may be relied upon by the appropriate officials at the Office of the Attorney General for the State of Texas and establishes compliance by the Issuer with the requirements of Texas law and the Regulations.

SECTION 6: With respect to the proceeds of the Obligations allocated to reimburse the Issuer for prior expenditures, the Issuer shall not employ an abusive device under Treasury Regulation Section 1.148-10, including using within one year of the reimbursement allocation, the funds corresponding to the proceeds of the Obligations in a manner that results in the creation of replacement proceeds, as defined in Treasury Regulation Section 1.148-1, of the Obligations or another issue of tax-exempt obligations or refundable tax credit obligations.

SECTION 7: The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Resolution for all purposes and are adopted as a part of the judgment and findings of the Governing Body.

SECTION 8: All orders and resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.

SECTION 9: This Resolution shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

SECTION 10: If any provision of this Resolution or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Resolution and the application of such provision to other persons and circumstances shall nevertheless be valid, and the Governing Body hereby declares that this Resolution would have been enacted without such invalid provision.

SECTION 11: It is officially found, determined, and declared that the meeting at which this Resolution is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Resolution, was given, all as required by Chapter 551, as amended, Texas Government Code.

SECTION 12: This Resolution shall be in force and effect from and after its final passage, and it is so resolved.

* * * *

PASSED, ADOPTED AND APPROVED on this the 15th day of April, 2025.

CITY OF EDINBURG, TEXAS

Mayor

ATTEST:

City Secretary

(CITY SEAL)

(Signature Page to City of Edinburg, Texas Reimbursement Resolution)



CITY OF EDINBURG - CITY COUNCIL

Meeting Date: April 15, 2025

AWARDING OF BID

Agenda Item No: 14.A.

Consider and Possible Action Authorizing the Approval to Purchase
Time and Attendance System

1. Agenda Item:

Consider Authorizing the Purchase of the Time and Attendance System from Time Clock Plus, Through OMNIA Partners Cooperative Contract No. 14-10 in the Amount of \$188,386.33, a One-Time Fee and a Recurring Annual Fee of \$69,817.00 Thereafter and Authorize the City Manager to Execute Any Documents Related Thereto. [Belinda Torres, Director of Human Resources/Civil Service]

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.

Technology plays a significant role in the success of the City. The City is committed to providing efficient technology efforts to streamline daily operations and improve responsiveness to services provided.

The current Time and Attendance system, Novatime, is approaching an End-of-Life (EOL) for their forty-one (41) clock-in kiosks on June 30, 2025. The EOL for the software is projected to end in 2026. It is essential to replace this system to ensure minimal disruption to the City's operations. Procuring a replacement will ensure continuity, mitigate risks, and maintain operational efficiency.

Upon approval, the initial kick-off meeting will be scheduled for April 2025 and implementation is estimated to take four (4) to six (6) months. The purchase includes time and attendance software and forty-one (41) clocks.

The purchase is being made through OMNIA Partners Cooperative Contract No. 14-10.

Appropriations for this purchase are required for Fiscal Year 2024-2025. The agenda item for additional appropriations to the 2024-2025 Fiscal Year General Fund budget in the amount of \$188,387 is being presented to City Council at the meeting held April 15, 2025.

3. Staff's Recommendation:

Approve Authorizing the Purchase of the Time and Attendance System from Time Clock Plus, Through OMNIA Partners Cooperative Contract No. 14-10 in the Amount of \$188,386.33, a One-Time Fee and a Recurring Annual Fee of \$69,817.00 Thereafter and Authorize the City Manager to Execute Any Documents Related Thereto.

Reviewed by:

Prepared by:
Belinda Torres, Director of
Human Resources/Civil
Service

Attachments:

- A. A. Timeclock Plus Quote Q043139.
- B. B. TCP Software Services Agreement
- C. C. TCP Implementation Proposal



TIMECLOCK PLUS,
LLC
1 TIMECLOCK DRIVE
SAN ANGELO, TX 76904

QUOTE # : Q043139

CONTRACT START DATE : 03/21/2025

CLIENT INFORMATION

Shipping Method: UPS Ground

Purchased for: City of Edinburg
Bill To: City of Edinburg

Contract Contact Name: Danny Vera

Billing Address: 415 W University Dr
Edinburg, Texas 78539
United States

Contract Contact Email: dvera@cityofedinburg.com

Billing Contact Name: Danny Vera

Billing Contact Email: dvera@cityofedinburg.com

Billing Contact Phone: 9563881805

BILLING TERMS

INITIAL TERM	RENEWAL TERM	PAYMENT TERM	PAYMENT METHOD
60 MONTHS	60 MONTHS	NET 30	CHECK

ITEM DESCRIPTION	PRICE PER UNIT	QUANTITY	CHARGE TYPE	ORDER TOTAL
ENTERPRISE LICENSE ANNUAL CHARGE	\$40.20	1350	RECURRING	\$54,270.00
OVERAGE ENTERPRISE LICENSE ANNUAL CHARGE	\$61.20		USAGE	\$0.00
HARDWARE SUPPORT & MAINTENANCE	\$15,547.20	1	RECURRING	\$15,547.20
*RDT + FINGERPRINT	\$1,806.35	41	ONE-TIME	\$74,060.35
*POWER OVER ETHERNET (POE) 802.3AF	\$0.00	41	ONE-TIME	\$0.00
IMPLEMENTATION SERVICES PREPAID HOURS	\$168.75	260	ONE-TIME	\$43,875.00
HARDWARE S&H	\$633.78	1	ONE-TIME	\$633.78

QUOTE EXPIRATION DATE : 03/22/2025

SUBTOTAL	\$188,386.33
TAXES	\$0.00
GRAND TOTAL	\$188,386.33
CURRENCY	USD

SERVICE TERMS & CONDITIONS

TimeClock Plus, LLC ("TCP"), a Delaware limited liability company, will provide Client and its authorized Employees and Users access to the Services during the Initial Service Term in accordance with the complete terms and conditions (collectively the "Licensing Agreement") found at: <https://www.tcpsoftware.com/legal>

TCP reserves the right to modify the Licensing Agreement at TCP's sole discretion provided that changes shall not materially decrease the Services features and functionalities that Client has subscribed to during the then-current term. Should TCP make any modifications to the Licensing Agreement, TCP will post the amended terms on the applicable URL link and will update the "Last Updated Date" within such documents to notify Client of said changes.

This Order Form is entered into as of the Contract Start Date contained herein (the "Effective Date") by and between TimeClock Plus, LLC and the entity named in the Bill To section herein (the "Client"), and is subject to the Licensing Agreement. In the event of any conflict between the Order Form and the Terms and Conditions (as applicable), the terms of the Order Form shall control.

Client shall pay all fees or charges in accordance with those outlined on the Order Form. Except for cases of TCP breach, all fees are committed and non-cancelable during the term of the agreement.

The individuals executing this Agreement on behalf of each Party represent and warrant to the other Party that they are fully authorized and legally capable of executing this Agreement on behalf of such Party and that such execution is binding upon such Party.

Accepted by:

Client

TimeClock Plus, LLC

By: _____ By: _____

Name: _____ Name: _____

Title: _____ Title: _____



TCP Services Agreement

THIS TCP SERVICES AGREEMENT (the “Agreement”) is entered into as of _____ (“Effective Date”), by and between **TimeClock Plus, LLC**, a Delaware limited liability company with its principal office located at 1 Time Clock Drive, San Angelo, TX 76904 (“TCP”), and _____, with its principal office located at _____ (“Client”).

WHEREAS TCP and Client (the “Parties”) desire to enter into this Agreement for the provision of hosted services by TCP to Client, as provided herein.

NOW, THEREFORE, in reliance on the mutual covenants, promises, representations, and agreements set forth herein, the Parties agree as follows:

1. Definitions.

1.1 “Active License” means an Employee or Designated User that has not been marked as either terminated or suspended within TCP Services for whom Client is required to pay a fee under this Agreement.

1.2 “Affiliate” means any parent or subsidiary corporation, and any corporation or other business entity controlling, controlled by, or under common control with a Party.

1.3 “Biometric Data” means any information based on an individual’s retina or iris scan, fingerprint, voiceprint, or scan of hand or face geometry, which is used to identify an individual, regardless of how it is captured, converted, stored, or shared.

1.4 “Client Data” means all of Client’s data processed or stored by or transmitted to TCP in connection with the TCP Services, including, without limitation, all Personal Data contained therein.

1.5 “Designated User” means an individual Employee who is authorized by Client to access the administrative features of the TCP Services, and whose Personal Data may be processed or stored by or transmitted to TCP in connection with the TCP Services.

1.6 “Employee” means Client’s individual employee, manager, administrator, worker, consultant, substitute, or contractor.

1.7 “Hardware Support and reMaintenance Agreement” means any agreement that extends services to current TimeClock Plus terminals, clocks, and biometric devices, and maintenance releases for related products purchased or licensed by the Client from TCP or a registered reseller, as applicable.

1.8 “Initial Term” has the meaning set forth in Section 10.

1.9 “Monthly License Fee” means TCP’s then current fees applicable for each of Client’s Active Licenses based on the aggregated Permissions to access and use the TCP Services measured over the course of each calendar month, as outlined on an invoice or Order Form. This fee may be prorated during the first month of the Initial Term and prorated for the last month of the Initial Term.

1.10 “Order Form” means a written document, including, but not limited to, a TCP issued invoice, a TCP issued order form, or a Client issued purchase order, which has been mutually agreed upon and executed by the Parties for ordering products and/or services, and which expressly incorporates the terms of this Agreement.

1.11 “Permissions” means the permission(s) granted to Client’s Employees to access features within TCP Services, as outlined on an invoice or Order Form. Permissions are applied within the TCP Services by Client’s Designated Users.

1.12 “Personal Data” means any information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular Employee or Designated User.

1.13 “Privacy Policy” means TCP’s Global Data Privacy Policy located at <https://www.tcpsoftware.com/legal>, as updated from time to time.

1.14 “Service Level Agreement” means the Service Level Agreement that serves as an addendum to this Agreement. The Service Level Agreement is located at <https://www.tcpsoftware.com/legal>, as updated from time to time.

1.15 “Subprocessor” means any third-party entity that processes Personal Data on behalf of TCP and to which TCP discloses Personal Data for a business purpose pursuant to a written contract, provided that the contract prohibits such entity from retaining, using, or disclosing the Personal Data for any purpose other than for the specific purpose of performing the services identified in such contract.

1.16 “Supported Hardware” means any hardware purchased or leased from TCP that is coverable under a Hardware Support and Maintenance Agreement located at <https://www.tcpsoftware.com/legal>, as updated from time to time.

1.17 “TCP Services” means the TCP software application(s) hosted by TCP in accordance with TCP’s then-current hosting environment, any associated documentation, and any ancillary services described in this Agreement or an Order Form.

1.18 “TCP Technology” means the computer hardware, software, and other tangible equipment and intangible computer code contained therein used by TCP in the provision of the TCP Services.

1.19 “Term” has the meaning set forth in Section 10.

1.20 “Use Fees” means the fees set forth on the applicable invoice or Order Form, including, but not limited to, Monthly License Fees and Hardware Support and Maintenance Agreement Fees.

2. Delivery of Services.

2.1 TCP Services. Subject to the terms and conditions of this Agreement and the Privacy Policy, TCP grants to Client, its Affiliates and their Designated Users a limited, non-transferable (except in compliance with Section 22), nonexclusive right and subscription license to access and use the TCP Services during the Term only for the internal business purposes of processing, storing, and maintaining Client Data. TCP shall provide to Client the TCP Services during the Term in accordance with the terms and conditions of this Agreement, the Privacy Policy, the Service Level Agreement, the Hardware Support and Maintenance Agreement (if applicable), and any additional terms outlined in an Order Form.

2.2 Client Responsibilities. Client’s use of the TCP Services is subject to the terms of this Agreement, the Privacy Policy, the Service Level Agreement, the Hardware Support and Maintenance Agreement (if applicable), and any additional terms outlined in an Order Form. The aforementioned documents are available to view at <http://www.tcpsoftware.com/legal>.

2.2.1 Access. Client is responsible for maintaining the confidentiality of Client’s account and password and for restricting access to its computer systems, and Client agrees to accept responsibility for all activities that occur under Client’s account or password, including but not limited to any acts or omissions by Designated Users. Client shall inform each Designated User of the terms and conditions governing such Designated User’s use of the TCP Services as set forth herein and shall cause each Designated User to comply with such terms and conditions.

2.2.2 Restrictions on Use. Client acknowledges and agrees that Client will not use the TCP Services for the benefit of any third party. Client agrees not to, not to attempt to, nor allow any third party to: (i) use the TCP Services in any manner that could damage, disable, overburden, or impair TCP’s servers or networks or interfere with any other party’s use and enjoyment of the TCP Services; (ii) attempt to gain unauthorized access to any services, user accounts, computer systems, or networks through hacking, password mining, or any other means; (iii) copy, distribute, rent, lease, lend, sublicense, transfer the TCP Services, make the TCP Services available to any third party, or use the TCP Services on a service bureau or time sharing basis, (iv) decompile, reverse engineer, or disassemble the TCP Services or otherwise attempt to reconstruct or discover any source code, underlying ideas, algorithms, file formats, or programming interfaces of the TCP Services, (v) create derivative works based on the TCP Services; (vi) modify, remove, or obscure any copyright, trademark, patent, or other notices or legends that appear on the TCP Services or during the use and operation thereof; (vii) publicly disseminate performance information or analysis (including benchmarks) relating to the TCP Services; or (viii) use the TCP Services in a manner which violates or infringes any laws, rules, regulations, third party intellectual property rights, or third party privacy rights.

Client may not use any automated means, including agents, robots, scripts, or spiders to access or manage the TCP Services, except solely to the extent as may be specifically enabled and authorized by TCP in writing. TCP may take any legal and technical measures to prevent the violation of this provision and to enforce this Agreement.

2.3 Third Party Services.

2.3.1 Client may require the TCP Services to interoperate with platforms or other online services operated by third parties ("Third-Party Platforms") pursuant to an agreement between TCP and the operators of such Third-Party Platforms, an agreement between Client and the operators of such Third-Party Platforms, or through application programming interfaces ("APIs") or other means of interoperability which are generally made available by such operators.

2.3.2 As applicable, Client hereby grants TCP the limited right to access such Third-Party Platforms with Client's credentials and on behalf of the Client in connection with the performance of the TCP Services. Client acknowledges and agrees that TCP's agreements with the operators of such Third-Party Platforms and the terms governing the use of APIs may be modified, suspended, or terminated at any time, and TCP shall have no liability with respect to any such modification, suspension, or termination. Client is responsible for ensuring that its use of the TCP Services in connection with any Third-Party Platform, and TCP's access to such Third-Party Platforms on Client's behalf, complies with all agreements and terms applicable to such Third-Party Platform.

2.4 Client Data.

2.4.1 General. Client hereby grants TCP a worldwide, royalty-free, non-exclusive, limited license to use, host, copy, transmit, display, modify, and create derivative works of Client Data for the express purpose of providing the TCP Services. Client acknowledges and agrees that it will determine the means and purposes of processing Client Data and that TCP acts solely as a service provider that processes Client Data on behalf of and at the direction of Client for the sole purpose of performing the TCP Services under this Agreement. Client is responsible for ensuring that all Designated Users who provide instructions to TCP on Client's behalf are authorized. Client shall have sole responsibility for the accuracy, quality, content, legality, and use of Client Data and the means by which any Personal Data is obtained from Designated Users and Employees and transferred to TCP, and Client is solely responsible for any transfer of Personal Data to any third-party data controller or data processor (e.g., human resources or payroll application), and TCP shall have no liability in connection therewith. Client agrees to implement data protection-related procedures that will not be less protective than those imposed on TCP by this Agreement and the Privacy Policy.

2.4.2 Restrictions on TCP's Processing of Client Data. TCP is expressly prohibited from processing any Client Data for any purpose other than for the specific purpose of performing the TCP Services unless requested by Client or required by applicable law. TCP is prohibited from selling Personal Data under any circumstances

and for any purpose. No other collection, use, disclosure, or transfer (except to Subprocessors in accordance with Section 22) of Client Data is permitted without Client's express prior written instruction. TCP acknowledges and agrees that it understands and will comply with each of the restrictions and obligations set forth in this Section 2.4.2.

2.4.3 Subprocessors. TCP has appointed Subprocessors for the purpose of providing data hosting and security services. Client acknowledges and agrees that Subprocessors may process Client Data in accordance with the terms of this Agreement, the Privacy Policy and any Order Form. TCP's agreements with its Subprocessors impose data protection-related processing terms on such Subprocessors that are no less protective than the terms imposed on TCP in this Agreement and the Privacy Policy. The Privacy Policy contains an overview of the categories of Subprocessors involved in the performance of the relevant TCP Services. The appointment of a Subprocessor to perform part or all the TCP Services hereunder shall not relieve TCP of any liability under this Agreement.

3. Data Security.

3.1 Security Standards.

3.1.1 TCP shall implement reasonable security procedures consistent with industry standards to protect Client Data from unauthorized access, including without limitation (i) industry-standard encryption of data at rest within TCP's data centers; (ii) web application firewalls; (iii) virus detection and anti-virus software; (iv) authentication techniques, such as user names and passwords, or authorization formats, which limit access to particular TCP personnel; and (v) additional security controls consistent with SOC 2 Type II reporting standards.

3.1.2 The Parties shall implement administrative, technical and physical security procedures consistent with industry standards and applicable data protection laws to protect Client Data from unauthorized access, including by adopting access policies that prevent the internal sharing or inadvertent communication of login credentials.

3.1.3 Client is responsible for reviewing the information made available by TCP relating to data security and making an independent determination as to whether the TCP Services meet Client's requirements and obligations under applicable data protection laws. Client acknowledges that data security measures taken by TCP are subject to technical progress and development and TCP may update or modify such security measures from time to time, provided that such updates and modifications do not result in the degradation of the overall security of the TCP Services.

3.2 Security Breach Notifications. TCP will promptly report to Client any unauthorized access to Client Data within TCP's or its Subprocessors' systems upon discovery and in accordance with applicable data breach notification laws. TCP will use diligent efforts to promptly remedy any breach of security that permitted such unauthorized access. TCP's notification of or response to any security incident under this

Section 3.2 shall not be construed as an acknowledgment by TCP of any fault or liability with respect to such security incident.

3.3 Data Backup and Retention. TCP shall undertake commercially reasonable efforts to backup Client Data with a restore point objective of twenty-four (24) hours. Client Data shall be backed up and retained in accordance with TCP's retention policy as set forth in the Privacy Policy.

4. Data Privacy. TCP will process Employee Personal Data in accordance with the terms of this Agreement, the Privacy Policy and all applicable data protection laws. Client must maintain its own data collection, disclosure, retention, and storage policies in compliance with applicable law.

4.1 Biometric Data. To the extent that Client collects, captures, stores, or otherwise uses Biometric Data relating to an individual, Client must (i) first inform the individual from whom Biometric Data will be collected, in writing and prior to collecting his or her Biometric Data, that Biometric Data is being collected, stored, and/or used; (ii) indicate, in writing, the specific purpose(s) (which may not be other than employment-related purposes) and length of time for which Biometric Data is being collected, stored, and/or used; and (iii) receive a written release from the individual (or his or her legally authorized representative) authorizing the Client, TCP, TCP's third-party service providers (who are subject to restrictions no less restrictive than those imposed on TCP herein) to collect, store, and/or use the Biometric Data and authorizing the Client to disclose such Biometric Data to TCP and TCP's third-party service providers

4.2 Requests. Client agrees to adopt a commercially reasonable policy for managing data requests from Designated Users and Employees, which policy shall safeguard the rights of such data subjects and respect the original purpose of such data collection. Client, as the Party which determines the means and purposes for processing Client Data, shall be responsible for receiving, investigating, documenting, and responding to all Designated User and Employee requests for inspection or erasure of Personal Data.

4.3 Assistance. If Client receives a request from a Designated User or Employee to exercise such individual's rights under applicable data protection laws, and Client requires TCP's assistance to respond to such request in accordance with applicable data protection laws, TCP shall assist the Client by providing any necessary information and documentation that is under TCP's control. TCP shall be given reasonable time to assist the Client with such requests in accordance with applicable law.

4.4 Client's Privacy Policy. Where required by law, Client agrees to adopt a privacy policy in alignment with this Agreement and all applicable laws governing the collection, use, transfer and retention of Personal Data. Client agrees to provide TCP, upon reasonable request, Client's adopted privacy policy.

5. Confidential Information.

5.1 Each Party (the “Receiving Party”) acknowledges that it will have access to certain confidential information of the other Party (the “Disclosing Party”) concerning the Disclosing Party’s business, plans, customers, software, technology and products, other information held in confidence by the Disclosing Party, and Personal Data. In addition, a Disclosing Party’s confidential information will include (i) all information in tangible or intangible form that is marked or designated as confidential or that, under the circumstances of its disclosure, should be considered confidential, and (ii) the TCP Technology and related algorithms, logic, design, specifications, and coding methodology, and to the extent permitted by law, the terms and conditions of this Agreement, but not its existence (all of the foregoing being referred to as “Confidential Information”).

5.2 The Receiving Party agrees that it will not use in any way, for its own account or the account of any third party, except as expressly permitted by, or required to achieve the purposes of, this Agreement, nor disclose to any third party (except as required by law or to that party’s attorneys, accountants and other advisors as reasonably necessary), any of the Disclosing Party’s Confidential Information, and will take reasonable precautions to protect the confidentiality of such Confidential Information in at least the same manner as is necessary to protect its own Confidential Information and in accordance with applicable data protection laws. To the extent that the Receiving Party is permitted to retransmit any Confidential Information it receives from the Disclosing Party, the mode of retransmission must be at least as secure as the mode by which the Disclosing Party transmitted the Confidential Information to the Receiving Party.

5.3 Information will not be deemed Confidential Information hereunder if such information: (i) is known to the Receiving Party prior to receipt from the Disclosing Party, whether directly or indirectly, from a source other than one having an obligation of confidentiality to the Disclosing Party; (ii) becomes known (independently of disclosure by the Disclosing Party) to the Receiving Party, whether directly or indirectly, from a source other than one having an obligation of confidentiality to the Disclosing Party; (iii) becomes publicly known or otherwise ceases to be secret or confidential, except through a breach of this Agreement by the Receiving Party; or (iv) is independently developed by the Receiving Party without use of or reference to the Confidential Information.

6. Cooperation With Authorities. If either Party is requested to disclose all or any part of any Confidential Information under a subpoena or inquiry issued by a court of competent jurisdiction or by a judicial or administrative agency or legislative body or committee, the Receiving Party shall (i) immediately notify the Disclosing Party of the existence, terms and circumstances surrounding such request; (ii) consult with the Disclosing Party on the advisability of taking legally available steps to resist or narrow such request and cooperate with the Disclosing Party on any such steps it considers advisable; and (iii) if disclosure of the Confidential Information is required or deemed advisable, exercise its best efforts to obtain an order, stipulation or other reasonably acceptable assurance that the Confidential Information or part thereof required to be disclosed shall retain its confidentiality and remain otherwise subject to this Agreement.

Although TCP will not systematically monitor the Client Data, TCP reserves the right, upon prior written notice to Client, to remove access to Client Data to comply with applicable law, provided, however, that access to such Client Data will be restored upon a mutual determination of the Parties that such Client Data is in compliance with, or has been modified to be in compliance with, applicable law.

7. Supplemental Services; Master Agreement.

7.1 TCP may provide to Client supplemental services in accordance with a Statement of Work or a separate services agreement.

7.2 Client may elect to purchase additional products and services via Order Forms from time to time. The Parties agree that this Agreement is a master agreement such that additional transactions, excluding leased hardware, will be governed by the terms and conditions hereof. Pricing for additional transactions shall be in accordance with TCP's then-current pricing schedule. Client agrees that absent TCP's express written acceptance thereof indicated by execution by an officer of TCP, the terms and conditions contained in any purchase order or other document issued by Client to TCP for the purchase of additional services, shall not be binding on TCP to the extent that such terms and conditions are additional to or inconsistent with those contained in this Agreement.

7.3 Hardware purchased from TCP and incorporated into TCP Services requires the purchase of a Hardware Support and Maintenance Agreement, which shall be renewed for the term of this Agreement.

8. Use Fees.

8.1 In consideration for the performance of the TCP Services, Client shall pay TCP the Use Fees. During the Term, Client will be billed in advance an amount equal to charges as indicated in the applicable invoice or Order Form. All other charges for TCP Services received and expenses incurred during a month will be billed at the end of the month in which the TCP Services were provided. Payment by Client for all Use Fees is due upon receipt of each TCP invoice, and in no event shall such payment be received by TCP later than thirty (30) days after the invoice, except in cases where a Net Terms Agreement has been authorized by TCP. All payments will be made to TCP in U.S. dollars.

8.2 TCP Services charges will be equal to the number of total Active Licenses multiplied by the Monthly License Fee which is based on the aggregated Permissions for each Active License. Client is responsible for Monthly License Fees for the maximum number of Active Licenses during any calendar month. Client may add additional Employees, Designated Users and Permissions as desired each month by paying the Monthly License Fees on the next billing cycle. Client agrees to promptly update the status in the TCP Services for any Active License which has been terminated or suspended.

8.3 Employees and Designated Users added at any time during a calendar month will be charged in full for that billing period. Because Client is billed in advance for TCP Services, if Client increases its Active License count or increases Permissions during a calendar month, Client will receive an invoice reflecting the increased Active License count with overage charges incurred from the previous month and prorated over the number of months remaining in the Term.

8.4 Hardware Support and Maintenance charges will be equal to the percentage set forth in the applicable Hardware Support and Maintenance Agreement multiplied by the total purchase price of the Supported Hardware.

8.5 Except as set forth in Section 8.6 of this Agreement, after the first anniversary of this Agreement, TCP may increase the Use Fees at any time effective thirty (30) days after providing notice to Client; provided, however, that any such increase will not occur more than once in a consecutive twelve (12) month period.

8.6 Client may prepay greater than one (1) year with TCP Services and, in doing so, suspend any increase in Use Fees until expiration of the Initial Term. After the Initial Term, TCP may increase the Use Fees by no more than 10% at any time effective thirty (30) days after providing notice to Client; provided, however, that any such increase will not occur more than once in a consecutive twelve (12) month period.

9. Taxes. As applicable, Client shall, in addition to the other amounts payable under this Agreement, pay all sales, use, value added or other taxes, whether federal, state or local, however named, arising out of the transactions contemplated by this Agreement, except that Client shall not be liable for taxes based on TCP's aggregate income.

10. Term; Guaranteed Payment. This Agreement commences on the Effective Date and, unless terminated earlier in accordance with Section 11, will remain in effect for the term specified in the applicable Order Form ("Initial Term") and then shall automatically renew for subsequent terms consistent with the Initial Term thereafter, unless either Party gives written notice of non-renewal at least thirty (30) days prior to the end of the then current term (the Initial Term and subsequent renewal terms being referred to as the "Term"). For avoidance of doubt, except as otherwise set forth in the terms and conditions of this Agreement, all fees mutually agreed to in an Order Form are committed and non-cancelable.

11. Termination for Cause. A Party may terminate this Agreement for cause if (i) the other Party breaches any material term or condition of this Agreement and fails to cure such breach within thirty (30) days after receipt of written notice of the same, or in the case of failure to pay Use Fees, thirty (30) days; (ii) the other Party becomes the subject of a voluntary petition in bankruptcy or any voluntary proceeding relating to insolvency, receivership, liquidation or composition for the benefit of creditors; or (iii) the other Party becomes the subject of an involuntary petition in bankruptcy or any involuntary proceeding relating to insolvency, receivership, liquidation or composition for the benefit of creditors, and such petition or proceeding is not dismissed within sixty (60) days of

filing. Notwithstanding the foregoing, if a material breach by Client, by its nature, cannot be cured, TCP may terminate this Agreement immediately.

12. Effect of Termination. Without prejudice to any right or remedy of a Party with respect to the other Party's breach hereunder, upon the effective date of any termination of this Agreement:

12.1 TCP's obligation to provide the TCP Services shall immediately terminate;

12.2 after such termination and upon Client's reasonable request, no later than thirty (30) days from termination, TCP shall provide Client Data to Client in a SQL database file format; and

12.3 within thirty (30) days of such termination, each Party will destroy or return all additional Confidential Information of the other Party in its possession and will not make or retain any copies of such Confidential Information except as required to comply with any applicable legal or accounting record keeping requirement.

13. Intellectual Property Ownership. Subject to the limited rights expressly granted hereunder, TCP reserves all right, title, and interests in and to the TCP Services and TCP Technology, including all intellectual property rights embodied therein, which shall remain the sole and exclusive property of TCP or its licensors. No rights are granted to Client hereunder other than as expressly set forth herein. This Agreement does not transfer from TCP to Client any ownership interest in the TCP Services or TCP Technology and does not transfer from Client to TCP any ownership interest in Client Data.

14. Client Representations and Warranties.

14.1 Client represents and warrants that (i) it has the legal right to enter into this Agreement and perform its obligations hereunder, and (ii) the performance of Client's obligations and use of the TCP Services by Client, its Designated Users and Employees will not violate any applicable laws, including all applicable domestic and international data protection laws, or cause a breach of duty to any third party, including Employees.

14.2 Client represents and warrants that all Personal Data included in the Client Data has been collected from all Employees and Designated Users and will be transferred to TCP in accordance with all applicable data protection laws, including, but not limited to, the EU General Data Protection Regulation 2016/679 and the Illinois Biometric Information Privacy Act, to the extent applicable. Client acknowledges and agrees that (i) TCP is a service provider and processes Client Data solely on behalf of and at the direction of Client, and exercises no control whatsoever over the content of the Client Data passing through the TCP Services or that is otherwise transferred by Client to TCP, and (ii) it is the sole responsibility of Client to ensure that the Client Data passing through the TCP Services or that is otherwise transferred by Client to TCP complies with all applicable laws and regulations, whether now in existence or hereafter enacted and in force.

14.3 Client represents and warrants that its Affiliates' use of the TCP Services, if any, shall not relieve Client of any liability under this Agreement, and Client shall be responsible and liable for the acts and omissions of its Affiliates hereunder as if performed or omitted by Client.

14.4 In the event of any breach of any of the foregoing representations or warranties in this Section 14, in addition to any other remedies available at law or in equity, TCP will have the right to suspend immediately any TCP Services if deemed reasonably necessary by TCP to prevent any harm to TCP and its business. TCP will provide notice to Client and an opportunity to cure, if practicable, depending on the nature of the breach. Once cured, TCP will promptly restore the TCP Services.

15. TCP Representations and Warranties. TCP represents and warrants that (i) it has the legal right to enter into this Agreement and perform its obligations hereunder, and (ii) the performance of its obligations and delivery of the TCP Services to Client will not violate any applicable laws or regulations of the United States or cause a breach of any agreements between TCP and any third parties.

16. Mutual Representations and Warranties. Each Party represents and warrants that it has implemented a comprehensive written information security program that includes appropriate administrative, technical and physical safeguards to: (i) ensure the safety and confidentiality of Personal Data; (ii) protect against unauthorized access to and use of Personal Data; (iii) protect against anticipated threats or hazards to the security or integrity of Personal Data, and (iv) comply with applicable data protection laws.

17. Limited Warranty. TCP represents and warrants that the TCP Services and related products, as described with this Agreement, will perform in accordance with all TCP published documentation, contract documents, contractor marketing literature, and any other communications attached to or referenced in this Agreement and that the TCP Services will be free of errors and defects that materially affect the performance of the TCP Services ("Limited Warranty"). Client's sole and exclusive remedy for breach of the Limited Warranty shall be the prompt correction of non-conforming TCP Services at TCP's expense.

18. Warranty Disclaimer. EXCEPT FOR THE EXPRESS LIMITED WARRANTY SET FORTH IN SECTION 170 (LIMITED WARRANTY), THE TCP SERVICES ARE PROVIDED BY TCP ON AN "AS IS" BASIS, AND CLIENT'S USE OF THE TCP SERVICES IS AT CLIENT'S OWN RISK. TCP AND ITS SUPPLIERS DO NOT MAKE, AND HEREBY DISCLAIM, ANY AND ALL OTHER EXPRESS AND/OR IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AGAINST HIDDEN DEFECTS, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE. TCP DOES NOT WARRANT THAT THE TCP SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. NOTHING STATED OR IMPLIED BY TCP WHETHER THROUGH THE TCP SERVICES OR OTHERWISE SHOULD BE CONSIDERED LEGAL COUNSEL. TCP HAS NO RESPONSIBILITY TO NOTIFY CLIENT OF ANY CHANGES IN THE LAW THAT MAY AFFECT USE OF THE TCP SERVICES. ANY ORAL STATEMENT OR

IMPLICATION BY ANY PERSON CONTRADICTING THE FOREGOING IS UNAUTHORIZED AND SHALL NOT BE BINDING ON TCP. CLIENT ACKNOWLEDGES THAT IN ENTERING INTO THIS AGREEMENT, CLIENT HAS RELIED UPON CLIENT'S OWN EXPERIENCE, SKILL AND JUDGMENT TO EVALUATE THE TCP SERVICES AND THAT CLIENT HAS SATISFIED ITSELF AS TO THE SUITABILITY OF SUCH SERVICES TO MEET CLIENT'S BUSINESS AND LEGAL REQUIREMENTS.

19. Indemnification.

19.1 Client hereby acknowledges and agrees that TCP may not be aware of all rights available to Client's Designated Users or Employees under all data protection regimes. Client, to the extent permitted by law, shall indemnify, defend and hold harmless TCP, its Affiliates, Subprocessors, officers, managers, directors, employees, agents, advisors and other representatives (the "TCP Indemnitees") from and against any lawsuit, liability, loss, cost or expense (including reasonable attorneys' fees) actually incurred or suffered by TCP Indemnitees of every kind and nature to the extent caused by or resulting from (i) any breach of a representation or warranty made by Client under this Agreement; or (ii) a third-party claim made against a TCP Indemnitee arising from or related to Client's failure to comply with any applicable domestic or foreign data protection laws or regulations. Client shall have the right to control any defense provided pursuant to this Section 19.1, provided, however, that Client shall not, without TCP's prior written consent, (A) enter into any settlement or compromise or consent to the entry of any judgment that does not include the delivery by the claimant or plaintiff to the applicable TCP Indemnitee of a written release from all liability in respect of such third party claim, or (B) enter into any settlement or compromise with respect to any third party claim that may adversely affect the applicable TCP Indemnitee other than as a result of money damages or other monetary payments that are indemnified hereunder.

19.2 TCP will indemnify, defend and hold harmless Client and its Affiliates (the "Client Indemnitees") from and against any lawsuit, liability, loss, cost or expense actually incurred or suffered by a Client Indemnitee of every kind and nature to the extent caused by or resulting from a third-party claim made against a Client Indemnitee that the TCP Technology infringes on any U.S. intellectual property right of a third party; provided, however, that TCP is notified in writing of such claim promptly after such claim is made upon Client. TCP shall have the right to control any defense provided pursuant to this Section 19.2. In no event shall Client settle any such claim without TCP's prior written approval. If such a claim is made or if the TCP Technology, in TCP's opinion, is likely to become subject to such a claim, TCP may, at its option and expense, either (i) procure the right to continue using the TCP Technology or portion thereof, or (ii) replace or modify the TCP Technology or portion thereof so that it becomes non-infringing. If TCP determines that neither alternative is reasonably practicable, TCP may terminate this Agreement with respect to the portion of the TCP Technology infringing or alleged to infringe. TCP shall have no liability or obligation under this Section 19.2 if the claim arises from (i) any alteration or modification to the TCP Technology other than by TCP, (ii) any combination of the TCP Technology with other programs or data not furnished by TCP, or (iii) any use of the TCP Technology prohibited by this Agreement or otherwise outside the scope of use for which the TCP Technology is intended.

20. Liability Limitation. Except for claims arising out of Section 19.2 (TCP's Intellectual Property Indemnity) and Section 5 (Confidential Information), in no event shall TCP's aggregate liability, if any, including liability arising out of contract, negligence, strict liability in tort or warranty, or otherwise, exceed the sum of amounts paid by Client to TCP during the twelve (12) months immediately prior to the date of the claim.

21. Notices. Any notice or communication required or permitted to be given hereunder may be delivered by hand, deposited with an overnight courier, sent by email (provided delivery is confirmed), or U.S. Mail (registered or certified only), return receipt requested, to the address set forth on the initial page hereof.

22. Assignment. This Agreement shall not be assigned by either Party without the prior written consent of the other Party, which shall not be unreasonably withheld; provided, however, that either Party may, without the prior consent of the other, assign all of its rights under this Agreement to (i) such Party's parent company or a subsidiary of such Party, (ii) a purchaser of all or substantially all of such Party's assets related to this Agreement, or (iii) a third party participating in a merger, acquisition, sale of assets or other corporate reorganization in which such Party is participating. This Agreement shall bind and inure to the benefit of the Parties and their respective successors and permitted assigns.

23. Continuing Obligations. Those clauses the survival of which is necessary for the interpretation or enforcement of this Agreement shall continue in full force and effect in accordance with their terms notwithstanding the expiration or termination hereof, such clauses to include the following: (i) any and all warranty disclaimers, limitations on or limitations of liability and indemnities granted by either Party herein; (ii) any terms relating to the ownership or protection of intellectual property rights or Confidential Information of either Party, or any remedy for breach thereof; and (iii) the payment of taxes, duties, or any money to either Party hereunder.

24. Marketing. During the Term hereof, Client agrees that TCP may publicly refer to Client, orally and in writing, as a customer of TCP. Any other reference to Client by TCP requires the written consent of Client.

25. Force Majeure. Except for the obligation to make payments, neither Party will be liable for any failure or delay in its performance under this Agreement due to any cause beyond its reasonable control, including acts of war, terrorism, acts of God, epidemic, earthquake, flood, embargo, riot, sabotage, labor shortage or dispute, governmental act or complete or partial failure of the Internet (not resulting from the actions or inactions of TCP), provided that the delayed Party: (i) gives the other Party prompt notice of such cause, and (ii) uses its reasonable commercial efforts to promptly correct such failure or delay in performance.

26. Dispute Resolution. For any dispute, controversy or claims arising out of or relating to this Agreement or the breach, termination, interpretation or invalidity thereof or any Invoice, or Order Form, the Parties shall endeavor for a period of two (2) weeks to resolve the Dispute by negotiation. This period may be extended by mutual agreement

of the Parties. In the event the Dispute is not successfully resolved, the Parties agree to submit the Dispute to litigation in a court of competent jurisdiction.

27. Waiver of Jury Trial. EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL ACTION, PROCEEDING, CAUSE OF ACTION, OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING ANY EXHIBITS, SCHEDULES, AND APPENDICES ATTACHED TO THIS AGREEMENT, OR THE TRANSACTIONS CONTEMPLATED HEREBY. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT (A) NO REPRESENTATIVE OF THE OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT THE OTHER PARTY WOULD NOT SEEK TO ENFORCE THE FOREGOING WAIVER IN THE EVENT OF A LEGAL ACTION, (B) IT HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (C) IT MAKES THIS WAIVER KNOWINGLY AND VOLUNTARILY, AND (D) IT HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 27.

28. Class Action Waiver. THE PARTIES WAIVE ANY RIGHT TO ASSERT ANY CLAIMS AGAINST THE OTHER PARTY AS A REPRESENTATIVE OR MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION, EXCEPT WHERE SUCH WAIVER IS PROHIBITED BY LAW OR DEEMED BY A COURT OF LAW TO BE AGAINST PUBLIC POLICY. TO THE EXTENT EITHER PARTY IS PERMITTED BY LAW OR COURT OF LAW TO PROCEED WITH A CLASS OR REPRESENTATIVE ACTION AGAINST THE OTHER, THE PARTIES AGREE THAT: (I) THE PREVAILING PARTY SHALL NOT BE ENTITLED TO RECOVER ATTORNEYS' FEES OR COSTS ASSOCIATED WITH PURSUING THE CLASS OR REPRESENTATIVE ACTION (NOT WITHSTANDING ANY OTHER PROVISION IN THIS AGREEMENT); AND (II) THE PARTY WHO INITIATES OR PARTICIPATES AS A MEMBER OF THE CLASS WILL NOT SUBMIT A CLAIM OR OTHERWISE PARTICIPATE IN ANY RECOVERY SECURED THROUGH THE CLASS OR REPRESENTATIVE ACTION.

29. Applicable Law; Jurisdiction; Limitations Period. This Agreement shall be construed under the laws of the State of Texas, without regard to its principles of conflicts of law. To the extent permitted by law, no action, regardless of form, arising out of this Agreement may be brought by either Party more than one (1) year after the cause of action has arisen.

30. Counterparts; Facsimile Signatures. This Agreement may be executed in multiple counterparts, each of which, when executed and delivered, shall be deemed an original, but all of which shall constitute one and the same instrument. Any signature page of any such counterpart, or any email transmission thereof, may be attached or appended to any other counterpart to complete a fully executed counterpart of this Agreement, and any email transmission of any signature of a Party shall be deemed an original and shall bind such Party.

31. Miscellaneous. This Agreement constitutes the entire understanding of the Parties with respect to the subject matter of this Agreement and merges all prior communications, understandings, and agreements. This Agreement may be modified only by a written agreement signed by the Parties. In the case of any conflict between this Agreement and the Privacy Policy, the Privacy Policy shall control. The failure of either Party to enforce any of the provisions hereof at any time shall not be a waiver of such provision, any other provision, or of the right of such Party thereafter to enforce any provision hereof. If any provision of this Agreement is declared invalid or unenforceable, such provision shall be deemed modified to the extent necessary and possible to render it valid and enforceable. In any event, the unenforceability or invalidity of any provision shall not affect any other provision of this Agreement, and this Agreement shall continue in full force and effect and be construed and enforced as if such provision had not been included or had been modified as above provided.

[Signature Page Follows]

Accepted by:

Client

TimeClock Plus, LLC

By: _____ By: _____

Name: _____ Name: _____

Title: _____ Title: _____



City of Edinburg

Proposed TimeClock Plus® Implementation Proposal



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Statement of Work

This Statement of Work (“SOW”) entered into between TimeClock Plus, LLC (“TCP”) and City of Edinburg (“Client”) is an addendum to the Master Licensing Agreement between TCP and Client (the “**Agreement**”) and hereby fully incorporates the Agreement by reference.

WHEREAS, Client has purchased 180 Dedicated Support Services (“DSS”) hours along with any fixed fee integrations costs detailed on the sales order form for TCP personnel to provide certain services described herein.

WHEREAS, TCP will provide Client with the services described herein and any additional or new services to which the Parties mutually agree in a written Change Order, for which additional fees may be required.

This document was created 2/14/2025 and will expire (6) months from the creation date, unless the associated contract is executed by both parties within that period. TCP reserves the right to modify pricing, language, and/or level of effort on any expired statement of work and will provide an updated document for contract execution.

TCP reserves the right to close any project and terminate remaining services due to a lack of client engagement after reasonable efforts by TCP to reach the Client. TCP will provide thirty (30) days’ advance notice prior to expiring any services.

OVERVIEW

City of Edinburg Overview

The City of Edinburg is implementing a new time and attendance solution to streamline timekeeping processes, reduce the administrative burden, and increase payroll and reporting accuracy for all employees across all locations. The new system will serve current employee groups, ensuring consistency and efficiency in workforce management. TCP proposes configuring the rules for all employees and campuses under a single implementation approach, allowing for a uniform setup and deployment. The go-live strategy includes a single deployment group, ensuring a seamless transition while minimizing disruptions. Comprehensive training and support will be provided to facilitate user adoption.

TCP Overview

TCP Software provides comprehensive workforce management solutions designed to meet diverse organizational needs efficiently. With over three decades of experience, TCP empowers clients to streamline and automate critical workforce functions such as time tracking, scheduling, leave management, and payroll integration. This document outlines the approach to implementing your purchased solution to promote user adoption while mitigating risks.



IMPLEMENTATION APPROACH

The TCP implementation process is designed to be efficient, transparent, and results-driven, guiding you from project initiation to transition. Leveraging our expertise, consultative approach and proven methodologies, we aim to deliver tangible outcomes that drive positive transformation within your organization. To support the successful implementation of the TCP Solution, it is crucial to understand the Client's unique business needs and assess all affected business units. Together TCP and the Client will conduct impact assessments for human resources, accounting/payroll, information technology, and general operations across relevant departments. Based on the requirements gathered, we may suggest including additional departments to ensure a comprehensive approach tailored to your business' needs. This holistic strategy ensures thorough consideration and seamless integration of all organizational aspects during the implementation process.

Our five-phase methodology encompasses a comprehensive approach to TCP implementations, below details the typical activities involved in each phase. During the planning phase, a mutually agreed upon finalized project plan will be provided with the appropriate activities, tasks, resources and expected durations.

Phase	Description of Key Activities & Milestones
Initiation	The project kickoff serves as an opportunity to introduce the Client's Project Team and the TCP Project Team. This initial call is designed to discuss and understand the scope of work, establish expectations for communication, and outline the overall project. TCP will make initial contact with the Client, schedule and then facilitate the kickoff meeting. TCP will initiate contact with the Client, schedule, and facilitate the kickoff meeting. Additionally, TCP will create a centralized reference document and project plan, organizing the necessary information and timelines for successful implementation. This approach allows for quick issue resolution through clearly defined expectations and frequent communication between the Client's project team and the TCP implementation team.
Discovery	During the Discovery and Requirements Gathering phase, the TCP Project Team undertakes a series of interviews with the Client to gain a comprehensive understanding of the business requirements and assess the configuration needs for TCP. TCP documents these requirements, which are then reviewed and approved by the Client to advance to the Planning Phase. The Client takes responsibility for collecting relevant documentation and files for the discovery sessions.

	The milestone for this phase is marked by a Phase Gate meeting, ensuring that the requirements are verified and accepted by the Client, thereby confirming readiness to proceed to the Planning Phase.
Planning	During the Project Plan stage, the TCP Project Team and the Client's Project Team will work together to develop the timeline and strategy for the remainder of the project. After creating this plan, it will undergo a review process and be approved by both the TCP Professional Services Team and the Client Project Team. Similarly, in the Communication Plan stage, the TCP Project Team and the Client's Project Team will collaborate to create a Communication Plan. This plan will outline the necessary meetings, dates, and times required for completing the Delivery Phase. Once created, it will also be reviewed and approved by both the TCP Professional Services Team and the Client Project Team. The milestone for these stages is marked by a Phase Gate meeting. This meeting ensures that both the Project and Communication Plans are verified and accepted by the Client, confirming readiness to proceed onto the Delivery Phase.
Delivery	During the Delivery Phase, the TCP Project Team and the Client's Project Team collaborate to complete the activities outlined in the project plan. The core configurations during this phase involve data imports, company defaults notifications, global rules, workflows, and other essential setups. This is the longest phase, as configurations are made and verified to meet the established requirements and the organization's business rules. The testing activities involve rigorous testing of the entire system and its integration with third-party vendors. TCP will conduct unit testing for all configuration completed by TCP resources. The Client is responsible for ensuring that configurations meet their business rules by conducting thorough user acceptance testing (UAT) and Systems Integration Testing (SIT). SIT testing is performed by the TCP Project Team, Client resources, and relevant personnel from the Client's third-party vendors to validate data flow, Flat File integrations, data mapping accuracy, and overall system compatibility. Any issues identified during UAT and SIT are documented, addressed, and retested before moving to the next phase. Alongside the other delivery phase activities, the TCP Implementation Specialist conducts in-scope training sessions, which may include training for Admin, Manager, Payroll, or Employee roles. The Client is responsible for informing their



	employees about these training sessions or executing end user training unless specified in this document. Once configurations are complete, Client testing acceptance, payroll verification, and training completion have been achieved, TCP will facilitate a Go/No Go Meeting. If both TCP and the Client confirm readiness, TCP will perform the cutover for live Client operations. The Client is responsible for communicating the Go-Live to employees. The milestone for this phase is marked by a Phase Gate meeting, ensuring that all delivery action items are completed and accepted by the Client, confirming readiness to move into the Transition Phase.
Transition	During the Issues/Outstanding Items Wrap Up phase, the TCP Project Team and the Client's Project Team will convene to review any documented open issues or items. During this time, TCP will address these items in the log, finalizing any outstanding issues or preparing them for transition to the TCP Technical Support Team. The milestone for this phase is marked by a Phase Gate meeting. This meeting ensures that all remaining implementation items are completed and accepted by the Client, confirming readiness to finalize the TCP Implementation and transition contact over to the TCP Support Team.

IMPLEMENTATION COMMUNICATIONS

Management

Management communications will include regular project status updates and progress reports sent to executive sponsors, project managers, and key stakeholders. These updates will cover resource allocation plans, including the roles and responsibilities of team members. Coordination of meetings, workshops, and decision-making sessions involving management-level stakeholders will be communicated to ensure alignment and decision-making efficiency. Additionally, announcements of project milestones, deliverables, and timelines will be made to keep stakeholders informed and engaged. Escalation procedures and protocols will also be outlined for addressing any issues or risks that require management attention during the implementation process.

Operations

Operations communications will focus on training schedules and resources provided to end users, operational teams, and support staff. This includes communication of implementation timelines, milestones, and dependencies to ensure operational readiness. Coordination of testing activities, user acceptance testing (UAT), and feedback collection from operational users will be facilitated



to validate system functionality and gather insights for improvements. Updates on system configurations, settings, and any changes impacting operational workflows will also be communicated to ensure smooth operational transitions. Additionally, support plans and escalation paths for addressing operational issues during and after implementation will be provided.

For more information, please visit <https://tcpsoftware.com/legal/>.

Technical

Technical communications will encompass communicating technical specifications and requirements to IT teams, technical specialists, and vendors involved in the implementation process. This includes sharing installation plans, deployment schedules, and configuration guidelines for software/hardware components to ensure technical readiness. Integration requirements and protocols for connecting TCP with other systems or third-party solutions will be clearly defined to facilitate the data exchange and interoperability. Technical support procedures, troubleshooting guides, and escalation paths will be outlined for resolving technical issues promptly and maintaining system performance. Regular updates on system performance, security patches, and maintenance activities affecting technical operations will also be communicated to relevant stakeholders to ensure ongoing technical support and system optimization.

RESOURCES / STAFFING PLAN

Client Resources

The following are the typical client stakeholders and their crucial role in the implementation's success. These individuals, along with others identified during implementation, should be documented in the project's playbook, provided by TCP, to ensure effective communication and coordination.

Role	Responsibilities and Additional Considerations/Enhancements
Executive Sponsor	Promotes the project, makes high-level decisions, and assists in overcoming escalations. Ensures alignment with organizational goals; acts as the escalation point for major roadblocks and ensures stakeholder buy-in.
Project Manager	Manages client tasks, resources, communication, and risk mitigation. Coordinates closely with the TCP Project Manager to ensure timelines and milestones are met; monitors team workload to avoid bottlenecks.
Human Resources Leader	Provides employee policies to configure the solution to meet business requirements. Verifies compliance with labor laws, collective bargaining



	agreements, and internal HR standards; ensures timely policy updates to the system.
Payroll Leader	Supplies pay policies necessary to configure the solution to meet business needs. Collaborates with HR Leader to validate configurations and participates in parallel payroll testing before go-live.
Timekeeping Resource	Guides daily practices and management of time-related processes. Ensures accurate mapping of historical data and exceptions; identifies key edge cases for testing.
Information Technology Leader	Handles integration, network setup, hardware installation, and application security. Verifies security compliance, ensures hardware compatibility, and oversees integration testing with internal systems.
Report Writing Resource	Provides guidance on reporting issues and supports report development and maintenance. Works with TCP to create and validate reports; documents reporting processes for internal use and future reference.
Testing Resources	Develop and execute test scenarios/scripts to validate solution design and functionality. Involves representatives from impacted departments for comprehensive coverage; prioritizes high-risk workflows and edge cases in testing.
Training Resources	Attend training sessions, gain solution expertise, and deliver end-user training. Prepares role-based training content; tracks participation to ensure readiness across all user groups.
Business System Owner	Manages the solution to align with evolving business needs. Oversees ongoing configuration, updates, and user support post-go-live; identifies future opportunities for system enhancements.

TimeClock Plus Resources

The following stakeholders for TCP will be introduced during the implementation process and documented in the project's playbook to align responsibilities and ensure smooth execution of the project:

Role	Responsibilities and Additional Considerations/Enhancements
Executive Sponsor	Ensures overall project success and assists in resolving escalations. Provides high-level oversight and resolves internal resource issues; ensures timely executive approvals for changes or escalations.
Project Manager	Manages the project playbook, oversees TCP tasks, coordinates communication, and mitigates risks. Acts as the primary liaison between



	TCP and the client; provides regular status updates and identifies risks early.
Implementation Specialist	Configures the solution, delivers training, conducts unit testing, and supports testing and go-live. Collaborates with client resources to ensure configurations meet business requirements; supports live issue resolution during deployment.
Subject Matter Experts	Addresses specific requirements or challenges as needed.

CLIENT'S ORGANIZATIONAL READINESS

This section highlights essential aspects in preparation for implementing TCP Solutions. These topics are designed to encourage organizational discussion and ensure adherence to the industry standards that TCP embodies.

Scheduling

Determine a target go-live date for the implementation of TCP. Key client items to consider are time for gathering requirements, training, and testing. Please refer to the anticipated implementation schedule to help determine a projected go-live date.

Software Installation

As the Client is utilizing OnDemand (hosted) services, TCP will handle the server setup. However, the Client's active participation will be required for additional setups such as LDAP, SSO (CAS or SAML 2), import/export to client-owned FTPS, and SMTP relay.

- OnDemand System Requirements: [OnDemand-System-Requirements](#)
- SAML SSO Assumptions: [SAML-SSO-Assumptions](#)

Clock Operations

Determine the location and installation requirements necessary for the hardware purchased for physical time clocks. Key items to identify are power and networking requirements, and employee accessibility. The installation of the clocks will be handled by the Client with assistance from our implementation specialist for configuration and setup.

Management Operations

Identify the individuals who will require access to TCP Manager and other system applications, along with the roles these users will perform. These roles often include HR Administrators, Payroll/Accounting Staff, Department Managers, and IT Staff.



Training / Change Management

When implementing TCP, it's essential to identify the target audience for each role that will use the system. These roles typically include clocking employees, managers, HR administration, payroll/accounting administration, and IT administration. To ensure a smooth transition, training can be conducted on-site or remotely, either through group sessions or a train-the-trainer approach. For detailed training strategies and to understand the project's scope of services, you can refer to the User Readiness Plan and the project assumptions within this document.

It's important to assess the impact of this change on each role's daily duties. Consider how your employees best handle change—do you have existing change management resources and processes? Begin documenting this information, along with identifying key influencers who are open to change and resources who will lead the change management efforts. This documentation will help facilitate appropriate and effective communication during the implementation, with guidance from TCP.

Testing

Testing plays a vital role in the successful implementation of any system. It is essential to discuss and prepare for testing activities early in the implementation process. Begin by identifying the resources who will be part of the testing team; these individuals should be subject matter experts on the policies and procedures being configured in the solution. Moreover, as it is the client's responsibility to ensure that the solution is configured to meet their business needs, it is crucial to start gathering examples of unique rules, use cases, common payroll adjustments, and manual processes. These examples will be invaluable in executing user acceptance testing tasks and validating the configuration's results.

Requirement Gathering

Identifying subject matter experts and relevant policies and procedures is crucial for the successful configuration of the TCP Solution. These experts should be well-versed in the applicable policies and practices, ensuring that the solution is tailored to meet the organization's needs. Additionally, gathering comprehensive policies and procedures early in the process will help streamline the configuration and minimize the risk of delays. Below are sample categories to begin gathering before the project kick-off. TCP will provide a discovery workbook covering all relevant areas during the initial phase of the project, which will help you prepare for the discovery sessions.

- Organizational structure (company, regions, locations, branches, division, unit, departments, jobs, etc.)
- Pay groups, policies, practices, agreements



- Time in lieu of policies (sick, vacation, comp time etc.)
- Leave policies
- Scheduling policies, practices, staffing plans
- Payroll calendars (pay period start/end, process deadlines, pay day etc.)
- Codes (Paid, non-paid, job, leave, etc.)
- Compensation plans (rates, salaries, etc.)
- Attestation policies (break/meal, injury, wellness attesting process, etc.)
- Disciplinary/Occurrence policies for tardiness, no shows, etc.
- Employee handbook(s)
- Business process, diagrams, workflows
- Security info/point on contact for authentication methods

Consider whether you plan to standardize, consolidate, or change any existing procedures or system codes. To finalize these decisions internally, outline the necessary steps and actions. Set a timeline for these changes and identify the stakeholders who need to be involved to ensure a smooth transition. If you intend to consolidate codes and processes, ensure you have the appropriate internal support and guidance on how best to plan and prepare for these changes prior to the implementation.

CLIENT'S USER READINESS PLAN

Pre-Configuration/Administrator Training

The pre-configuration/administrator training will be primarily targeted towards the implementation team members who will be responsible for setting up and configuring TCP for the organization. TCP will prepare a tentative schedule and indicate what courses will be offered when and who will attend each course.

Typical TCP training topics include:

- Overview of TCP's features and benefits
- Understanding the TCP interface and navigation
- Validating data accuracy and integrity
- Registration of Biometric data as applicable

Management

The Client will identify the audience who will receive the management training and describe the purpose for the training. TCP will identify all necessary topics and supporting materials. TCP will prepare a tentative schedule and indicate what courses will be offered when and who will attend each course.

Typical training topics for management include:

- Overview of TCP features relevant to managers
- Employee clock operations and time entry processes



- Leave management, including leave entry and approval workflows
- Biometric registration setup and management
- Clock registration setup and management (if applicable)

Employee Operations

The Client will identify the audience who will receive the operations training and describe the purpose for the training. TCP will identify all necessary topics and supporting materials. TCP will prepare a tentative schedule and indicate what courses will be offered when and who will attend each course.

Typical training topics include:

- Clock Operations
 - Clock In & Clock Out (Badges/Biometrics)
 - Missed Punch Workflow
 - Meal Breaks and Attestations
- Viewing and creating Leave Requests

IN SCOPE ASSUMPTIONS

Project Assumptions:

- The complete implementation is planned to be finalized within 6 months from the project kickoff. It will involve a single deployment group for all, in-scope, employees.
- After completing the discovery phase, TCP will provide a mutually agreed-upon timeline based on the complexity of the requirements and resource availability. If additional time or effort is needed by either party to complete the assigned tasks, TCP will communicate any impact on the project timeline and/or budget.
- Both parties will ensure the availability of the implementation team's resources guaranteeing continuous support and assistance throughout the project lifecycle.
- TCP will use its best efforts to ensure the continuity of TCP's personnel performing the services. TCP will notify the client any personnel changes. If Client determines that any TCP personnel performing services are unacceptable, Client will notify TCP and TCP will take prompt, appropriate corrective action, which may include replacing the personnel.
- The client will have assigned responsibilities and be required to attend TCP-facilitated meetings. Adhering to the project schedule and completing assigned tasks will be critical to the project's success and staying within budget.
- TCP is planning to deliver services remotely. TCP resources will travel as requested by the client or deemed necessary by TCP to complete the implementation within the anticipated timeline as approved by the client. Each onsite visit will span three consecutive business days, with dedicated client resources for optimal collaboration. Travel expenses (i.e., airfare, per diem, lodging, etc.) are not included and will be billed separately as incurred.
- Implementing the TCP software will involve configuring settings, rules, workflows, and features to match the client's requirements and business processes, within the limits of the existing functionality.



- TCP will conduct up to 3 remote training sessions for the Client. Additionally, TCP will provide access to standard training materials and product documentation through TCP's online community portal. The Client will be responsible for conducting end user training.
- TCP implementation team will support up to two (2) payroll cycles in a live production environment. During this time, TCP will engage TCP Customer Support to begin Client's transition to long-term customer support care. If the client is following a phase/multiple go-live approach, as indicated in this document, the TCP implementation team will remain engaged during the additional go-live groups for up to two periods of the last deployment group.
- TCP will work with Client to ensure there are no disruptions to payroll during the Go-Live process and will follow TCP's Service Level Agreement process to rectify any issues that may negatively impacting Client's payroll.

Integration Assumptions

- Flat-File Import/Export:
 - TCP will configure the following:
 - Import of employee demographic data including but not limited to ID, positions and job codes Tyler Tech- Incode
 - Export of employee hours including time in lieu of (leave/accruals)
 - TCP Software will integrate via TCP templates or flat file transfers along with the option to utilize a client hosted SFTP site.
 - All inbound files must be provided to TCP accepted format such as CSV.
 - All outbound files will leverage TCP's templated specifications
- The client has the option of creating, on their own, an API integration leveraging TCP's open API to transfer data between the systems.
- The client will ensure third party vendors will be available and complete any assigned tasks as agreed upon in the project timeline. Key areas such as, but not limited to, discovery sessions, requirement documentation, user acceptance testing, system integration testing, etc. Delays with availability and task completion may impact project timeline and costs.

OUT OF SCOPE ASSUMPTIONS

The following items are explicitly excluded from the scope of this TCP implementation project:

Hardware Installation and Wiring:

- TCP implementation is not involved with the installation of hardware devices such as time clocks, biometric scanners, or servers.
- Any physical infrastructure changes, including wiring, cabling, or network device installation, are not part of this project.

**Network Infrastructure Enhancements or Modifications:**

- This project does not include any modifications to the organization's existing network infrastructure, such as routers, switches, or firewalls.
- Changes to network configurations, security settings, or network protocols are outside the scope of TCP implementation.

Modifications or Enhancements to TCP Software:

- Integrations or customizations that extend beyond the boundaries of TCP software and its core functionalities or specifications
- Any additional integrations or enhancements requested by the Client will be subject to the agreed-upon Change Request process, which includes proper grooming, review, and approval. Any changes may incur additional fees based on the scope of the work.

Legal and Compliance:

- Provision of legal advice or the creation of legal documentation.
- Compliance with specific industry regulations or standards not explicitly mentioned in the SOW.

Transactional Data:

- The migration, import, or handling of historical transactional data is excluded from this implementation. Only current and future employee time and attendance data will be managed within this project's scope.

Newly Onboarded locations during implementation (if applicable)

- During the implementation of the TCP Solution, the client may onboard new locations and/or employees independently. They may leverage any existing configurations to deploy to these new locations and/or employees provided they do not impact the implementation timeline or utilize TCP resources.
- The client may request additional services via a change order to support any new locations and/or employees.



ANTICIPATED IMPLEMENTATION SCHEDULE

This schedule is tentative and subject to change based on the outcomes of the discovery phase. A detailed project plan and communication plan will be created and finalized following the discovery and requirements gathering sessions. This plan will provide a more accurate timeline and milestones for the project and will be mutually agreed by both parties. The finalized project plan will override this tentative schedule and any previously presented timelines.

Task	Anticipated Duration to Complete
Initiation Phase: Kick Off	Week 1
Discovery Phase: Discovery & Requirements Gathering	Week 2-4
Planning Phase: Project Plan and Communication Plan Sign off	Week 5
Delivery Phase: Configurations	Weeks 5 – 17
Delivery Phase: User Acceptance Testing	Weeks 17-19
Delivery Phase: End User Training	Week 19-20
Delivery Phase: Deployment All Groups	Weeks 20-24
Transition Phase: Project Close & Handoff	Week 24



CITY OF EDINBURG - CITY COUNCIL

Meeting Date: April 15, 2025

CONTRACTUAL

Agenda Item No: 15.A.

Interlocal Agreement with City of Pharr

1. Agenda Item:

Consider Authorizing the City Manager to Negotiate and Enter into an Interlocal Agreement Subject to Final Legal Review Between the City of Edinburg and the City of Pharr, 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 to negotiate and enter into an Interlocal Agreement between the City of Edinburg and the City of Pharr for the disposal of Non-Hazardous Solid Waste for a ten (10) year term, commencing on April 1, 2025 and concluding on December 31, 2035.

The City of Pharr has requested this interlocal to have the ability to effectively manage solid waste disposal from City activities as well as a response tool during emergencies and natural disasters. Revenue forecasting using population controls indicates potential revenues above \$250,000 per year but may vary with usage. This agreement, if approved, will become effective immediately after its execution, but with initial use slated for April 1, 2025.

Staff has verified that no monies are owed to the City by the City of Pharr.

3. Staff's Recommendation:

Approve Authorizing the City Manager to Negotiate and Enter into an Interlocal Agreement Subject to Final Legal Review Between the City of Edinburg and the City of Pharr, 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:

Dalinda Cardenas,
Administrative Specialist

Attachments:

A. City of Pharr Interlocal Agreement

STATE OF TEXAS § INTERLOCAL AGREEMENT BETWEEN
§ CITY OF EDINBURG AND THE CITY OF PHARR
HIDALGO COUNTY § FOR THE HANDLING OF
NON-HAZARDOUS MUNICIPAL SOLID WASTE

This Agreement is made and entered into, pursuant to Texas Government Code, Title 7 Chapter 791 (Vernon's Tex. Stat. and Codes Ann.) as of **April __, 2025** by and between **CITY OF PHARR**, a municipal home-rule Texas corporation with offices situated at 118 S. Cage Blvd, Pharr, Hidalgo County, Texas ("**COP**"), and the City of Edinburg, a municipal home-rule Texas corporation situated in Edinburg, 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, COP desires to contract with the **COE** for the handling, processing and/or disposal of non-hazardous solid waste material(s), 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, COP collects and/or arranges for disposal of non-hazardous solid wastes from within **COP**; and

WHEREAS, COP requires the handling, processing or disposal of such garbage, litter, rubbish, junk and other deleterious substances; and

WHEREAS, 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, COE has the capability and capacity, for the collection and disposal of such garbage, litter, rubbish, junk and other deleterious substances.

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 **COE** and **COP** agree as follows:

I. OBLIGATIONS OF COE OF EDINBURG

A. Type of Waste: During the term of this Agreement, **COE** shall accept for disposal at the Landfill non-hazardous solid waste delivered to the Landfill from **COP**, 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 liquid waste, or any article exceeding one (1) cubic yard in size, or any matter 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 be transferred to and rest with **COE** at the time the Waste Material is unloaded at the working face of the Landfill. All risks and responsibilities associated with the Waste Material shall be borne by **COP** until the time the Waste Material is unloaded at the working face. If unacceptable material is delivered to the Landfill, it shall be the sole responsibility of **COP**, under the **COE's** or its representative's direction, to contract the removal, hauling and disposal of the unacceptable material to an approved disposal site at the expense of **COP**. If fines, penalties, or other similar assessments ("Fines") are levied against the **COE** by any governmental, regulatory, or other similar entity due to **COP's** noncompliance, **COP** shall pay such Fines.

B. Compliance: Edinburg agrees to accept from **COP** for disposal at the Landfill all Waste Material delivered from **COP**. **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 **COP** to the

Landfill at all other times, at **COP's** request, subject to payment by **COP** of an additional sum per ton for such "off-hour" operations as provided in **Paragraph II-E**. **COP** shall notify **COE** at least 24 hours in advance of such a request.

II. OBLIGATIONS OF CITY OF PHARR

A. Rates for Disposal: **COP** agrees to deliver to the Landfill for disposal non-hazardous solid waste which is collected, processed or produced by **COP**. Individual vehicle billing shall be based on tare weight.

COP agrees to pay Edinburg the following all-inclusive sums for such disposal:

1. **Municipal Solid Waste-----\$21.50 per ton (including all state fees and taxes)**
2. **Construction/demolition/brush-----\$19.50 per ton (including all state fees and taxes)**
3. **Sludge -----\$14.00 per ton**
4. **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**
5. **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**

B. 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.

- C. 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 1.
- D. **Adjustments to Rates:** Such rates may be adjusted to reflect any increase or decrease in the cost of operations. Such rate adjustments may occur every **twelve (12) months**, on each anniversary date of this Agreement. Such rate adjustments shall be reflected by fluctuations in the Consumer Price Index for All Urban Consumers (published by the United States Bureau of Labor Statistics, Consumer Price Index, U.S. COE Average, All Urban Consumers, Garbage and Trash Collection, Not Seasonally Adjusted, Based Period December 1999 = 100) ("**CPI-U**"). Beginning with year one (**1**) of this Agreement, and continuing every subsequent year during the term of this Agreement, the rates identified in Paragraph II.A, may be adjusted based on the percentage change in the CPI Index pursuant to the fluctuation of the All Urban Consumers, Garbage and Trash Collection, Not Seasonally Adjusted; however, in no event shall the Rates fall below the initial Rates specified in **Paragraph II; Sections A&B**. The annual increases or decreases shall be applied on each anniversary date of this Agreement, so long as this Agreement is in effect; provided, however, that no such increase shall be effective sooner than forty-five (45) days following written notice (which notice shall include evidence of such rise in the CPI-U) to **COP** so that **COP** may adjust their budget accordingly. Additionally, such rates may be adjusted to reflect any changes in local, state, or federal regulations governing the operation of the Landfill that become effective or are implemented after the execution and delivery of this Agreement, and any new taxation or extraordinary factors relevant to the operation of the landfill.
- E. **Transportation Costs:** **COP** shall pay all its costs necessary to collect and transport the Waste Material to the Landfill.
- F. **Off-Hours Disposal:** **COP** shall pay **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 **COE** has authorization from TCEQ for such emergency situation.

III. TIME OF BILLING AND PAYMENT

COE shall bill **COP** for all amounts due for disposal at the Landfill at the end of the month in which services are performed. **COP** shall pay all invoices received no later than **thirty (30) days** following receipt.

IV. TERM OF AGREEMENT AND TERMINATION

A. Term. This Agreement shall be for an initial term, effective on **April _____, 2025**, and shall continue in full-force and effect through **December _____, 2035**. This Agreement shall automatically be extended for an additional **five-year term** 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 sixty (60) 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, **COE** is permanently prevented from accepting Waste Material for disposal at the Landfill due to causes over which it has no control; or **(3)** **COP** is prohibited by any federal or state law from disposing of Waste Material at the Landfill. Additionally, if **COP** 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.

V. INSURANCE

A. COE's Obligations: 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, COE shall furnish COP with a certificate evidencing such insurance coverage. COE shall notify COP of the cancellation of or any material change in such insurance coverage.

B. CITY OF PHARR's Obligations: COP shall maintain in continuous force and effect throughout the term of this Agreement public liability and property damage insurance in the amount of **\$500,000** (with a deductible there under of not more than **\$250,000**), covering COP's transportation of the Waste Material. If requested, COP shall furnish COE with a certificate evidencing such insurance coverage. COP shall notify COE of the cancellation of or any material change in insurance policy.

VI. DEFENSE, HOLD HARMLESS AND INDEMNITY CLAUSE

A. General Indemnification: To the extent permitted by law, COE and COP agree that should an act and/or omission of either party cause or incur, directly or indirectly, damage, loss, destruction, liability or claims against the other party as a result of willful misconduct or negligence, the party who so acted or failed to act shall assume and pay for any and all defense in said matter, hold harmless and indemnify the other party

from any and all losses, obligations, liabilities, causes of action, lawsuits, damages or assessments, as a result of said party's acts and/or omissions, including reasonable expenses and legal fees, to the extent caused by the negligent act or omission of such party.

B. Limitation of Liability: COE and COP 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 COP to 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 COE nor COP 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 COE or COP 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 COE or COP liability, regardless of the cause of action under which such damages are sought

C. Waste Material Indemnification: Notwithstanding the foregoing, COP agrees that if it delivers or causes to be delivered to the Landfill any waste material or product excluded from the definition of Waste Material in **Paragraph I-A**, COP shall assume and pay for all reasonable costs and expenses necessary to locate, isolate, remove from the Landfill and properly dispose of such waste. Further, COP shall defend, indemnify, and hold harmless COE from any and all losses, liabilities, damages, claims, penalties, fines or litigation expense arising from and caused by aforesaid described delivery of such excluded waste. This indemnification shall survive this Agreement and be enforceable as a separate agreement in the event such indemnification becomes necessary.

VII. INDEPENDENT STATUS

It is agreed and understood that each party hereto is considered an independent contractor. Any and 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.

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

COE and COP 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 COP shall assign, sublet, or transfer interest in this Agreement without written consent of the other.

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. **Time Limit:** Time is of the essence of this Agreement; and accordingly, all time limits shall be strictly construed and enforced.
- C. **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.
- D. **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.
- E. **Paragraph Headings:** The paragraph headings used herein are descriptive only and shall have no legal force or effect whatsoever.
- F. **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.

- G. 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.
- H. 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.

XI. MISCELLANEOUS

- A. Disposal:** Residential and Commercial Refuse will be collected, transported, and deposited at THE COE OF EDINBURG REGIONAL SANITARY LANDFILL FACILITY, LOCATED AT 8601 NORTH JASMAN ROAD EDINBURG, TEXAS 78542.
- B. Emergencies:** COE agrees to use commercially reasonable efforts to assist COP in the event of an emergency situation on such terms and conditions as may be mutually agreed between COE and the COP.
- C. Hauling:** All Residential, Commercial and Brush Refuse hauled by COP shall be contained, tied or enclosed so that leaking, spilling or blowing is prevented.
- D. Notification:** COE shall notify the COP and all Customers about complaint procedures, regulations and days for scheduled Residential Refuse collection.
- E. Licenses:** COE shall, at COE's expense, obtain all licenses and permits necessary for the performance of 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 **Edinburg** and **CITY OF PHARR** acting under the authority of their respective governing bodies in Duplicate Originals on the date indicated above.

CITY OF PHARR

118 S. CAGE BLVD
PHARR, TEXAS 78577-1632
PHONE: (956) _____;
FAX (956) _____

BY: _____
Ambrosio "Amos" Hernandez, MD, Mayor
City of Pharr

Date: _____

ATTEST:

By: _____

Attorney

COE OF EDINBURG

P.O. BOX 1079
EDINBURG, TEXAS 78540
PHONE: (956) 383-5661;
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
COE Attorney

APPROVED AS TO FORM:

By: _____



CITY OF EDINBURG - CITY COUNCIL

Meeting Date: April 15, 2025
ECONOMIC DEVELOPMENT
Agenda Item No: 16.A.
EEDC Bylaws

1. **Agenda Item:**

Discussion and Possible Action Regarding Amending the EEDC Bylaws. [Josephine Ramirez Solis, City Attorney]

2. **Description:**

The City Council approved revised bylaws for the Edinburg Economic Development Corporation on May 19, 2020. The revisions maintained the status of the EEDC as a separate legal entity in accordance with state law and the resolution establishing EEDC. At that time, the EEDC contracted with the City for administrative services and staffing. On July 19, 2022, the City Council further amended the EEDC bylaws to require that the EEDC hire its own staff rather than contract with the City for administrative services and staff. Additional revisions have been made to provide for the rendition of professional services and assistance by agreement.

The proposed revisions to the EEDC bylaws will require that the EEDC Board approve the hiring of professional and administrative staff by the EEDC.

3. **Staff's Recommendation:**

The proposed revisions to the EEDC bylaws will require that the EEDC Board approve the hiring of professional and administrative staff by the EEDC.

Reviewed by:

Prepared by:

Josephine Ramirez Solis,
City Attorney

Attachments:

None



CITY OF EDINBURG - CITY COUNCIL

Meeting Date: April 15, 2025

CONSENT AGENDA

Agenda Item No: 17.A.

Purchase of Verkada Cameras and Licenses

1. Agenda Item:

Consider Authorizing the Purchase of a Verkada Camera System from TelePro Communications Through The Interlocal Purchasing System (TIPS) in the Amount of \$36,496.52. [Jaime Ayala, Chief of Police]

2. Description:

The City of Edinburg continues to be a member of the following different Cooperative Purchasing Entities in the State of Texas, Houston Galveston Area Council (HGAC), Local Government Purchasing Cooperative (Buy Board), TIPS, and 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 upgrade to our current camera system is crucial for enhancing the safety of officers in the jail. It will improve situational awareness and communication, helping to deter incidents and bolster overall security.

Staff is requesting the purchase of a Verkada Camera System from TelePro Communications for a total cost of \$36,496.52.

Funding in the amount of \$36,496.52 is available through General Funds Account 100-2000-513306-Buildings and Structures.

3. Staff's Recommendation:

Approve Authorizing the Purchase of a Verkada Camera System from TelePro Communications Through The Interlocal Purchasing System (TIPS) in the Amount of \$36,496.52.

Reviewed by:

Jaime Ayala, Chief of Police

Prepared by:

Rogelio Garcia, Special
Services Manager

Attachments:

- A. Quote
- B. TIPS Contract Info
- C. Telepro Communications Agreement



Telepro Communications
12005 N Bryan Rd.
Mission, TX 78573

QUOTE

QUOTE #:	TPCQ3927
DATE:	Apr 3, 2024

TIPS Contract# 230105

Prepared For:

City of Edinburg

City of Edinburg Municipal Jail
100 E. Freddy Gonzalez Dr.
Edinburg, TX 78541

Your Telepro Team:

Edgar Rodriguez
Project Estimator
erodriguez@teleprocommunications.com

Payment Terms	Valid Through
NET 30	May 3, 2024

Thank you for the opportunity to provide this quote. Please let us know if you have any questions.

Job Description:

Provision and installation of 17x Verkada dome cameras for the Edinburg Municipal Jail with corresponding data cabling assigned to each camera and 3 year licensing.

Provsion and installation of 1x Verkada viewing station with licensing.

Acquisition of 3x demo Verkada cameras with 3yr Verkada licenses: 1x CP52 outdoor PTZ camera, 1x CB52-E outdoor bullet camera, 1x- CD52 indoor camera.

****Notes****

-Excluding lifts, electrical/conduit material and labor.

Qty	Description	Unit Price	Ext. Price
3,600	CATEGORY 6 CABLE- SUPERIOR ESSEX 77-240-2B [MSRP: \$.41]	\$0.29	\$1,044.00
1	24 PORT PATCH PANEL LOADED- QUIKTRON SP6U24 [MSRP: \$224.84]	\$121.00	\$121.00
17	CATEGORY 6 JACK-- QUIKTRON KS6A-36 [MSRP: \$14.50]	\$4.95	\$84.15
17	PATCH CABLE 7FT- QUIKTRON 566-110-007 [MSRP: \$6.75]	\$3.30	\$56.10
17	PATCH CABLE 1FT- QUIKTRON 566-110-001 [MSRP: \$3.65]	\$1.65	\$28.05

Qty	Description	Unit Price	Ext. Price
17	SURFACE MOUNT BOX-QUIKTRON KSSMB2 [MSRP: \$6.75]	\$3.84	\$65.28
17	CM42 INDOOR MINI DOME CAMERA, 256GB, 30 DAYS MAX- VERKADA CM42-256-HW [MSRP: \$699]	\$476.72	\$8,104.24
17	3-YEAR CAMERA LICENSE- VERKADA LIC-CAM-3Y [MSRP: \$549]	\$374.42	\$6,365.14
4	3-YEAR VIEWING STATION LICENSE, CAPACITY INCREASE- VERKADA LIC-VX-3Y-CAP [MSRP: \$1299]	\$885.92	\$3,543.68
1	VX52 VIEWING STATION- VERKADA VX52-HW [MSRP: \$499]	\$340.32	\$340.32
1	CP52 OUTDOOR PTZ CAMERA, 512GB, 30 DAYS MAX- VERKADA CP52-512E-HW [MSRP: \$3699]	\$2,522.72	\$2,522.72
1	CB52-E OUTDOOR BULLET CAMERA, 256GB, 30 DAYS MAX- VERKADA CB52-256E-HW [MSRP: \$1399]	\$954.12	\$954.12
1	CD52 INDOOR DOME CAMERA, 256GB, 30 DAYS MAX- VERKADA CD52-256-HW [MSRP: \$1199]	\$817.72	\$817.72
83	LABOR (2) TECHS	\$150.00	\$12,450.00

To place an order, please reach out to Edgar Rodriguez at erodriguez@teleprocommunications.com	SubTotal	\$36,496.52
	Tax	\$0.00
	Shipping	\$0.00
	TOTAL	\$36,496.52

The Interlocal Purchasing System

Purchasing Made Personal



Printed 3 April 2025

www.teleprocommunications.com

TELEPRO COMMUNICATIONS

EMAIL PO & VENDOR QUOTE TO: TIPSPO@TIPS-USA.COM
PO MUST REFERENCE VENDOR TIPS CONTRACT NUMBER

	<u>PAYMENT TO</u>	<u>TIPS CONTACT</u>
ADDRESS	12005 N. Bryan Rd.	NAME Charlie Martin
CITY	Mission	PHONE (866) 839-8477
STATE	Texas	FAX (866) 839-8472
ZIP	78573	EMAIL tips@tips-usa.com

DISADVANTAGED/MINORITY/WOMAN BUSINESS ENTERPRISE: N

HUB: Y

SERVING STATES

TX

Overview

Telepro Communications provides, installs, services, and programs structured cabling systems, fiber optics, intercom systems, audio/visual systems, intercom systems, surveillance camera systems, network switches, wireless access points, access control systems, and security systems.

AWARDED CONTRACTS "View EDGAR Doc" on Website

Contract	Comodity	Exp Date	EDGAR
230202	Security Systems Products and Services	04/30/2026	See EDGAR Certification Doc.
23010401	Trades, Labor, and Materials (NON-JOC)	04/30/2028	See EDGAR Certification Doc.
23010402	Trades, Labor, and Materials (JOC)	04/30/2026	See EDGAR Certification Doc.
230105	Technology Solutions Products and Services	05/31/2028	See EDGAR Certification Doc.

CONTACTS BY CONTRACTS

230105

Edgar Rodriguez	Project Estimator	(956) 618-2360	erodriguez@teleprocommunications.
Noe Tamez	Estimating Director	(956) 618-7233	noe@teleprocommunications.com

230202

Edgar Rodriguez	Project Estimator	(956) 618-2360	erodriguez@teleprocommunications.
Noe Tamez	Estimating Director	(956) 618-7233	noe@teleprocommunications.com

23010401

Edgar Rodriguez	Project Estimator	(956) 618-2360	erodriguez@teleprocommunications.
Noe Tamez	Estimating Director	(956) 618-7233	noe@teleprocommunications.com

23010402

Edgar Rodriguez	Project Estimator	(956) 618-2360	erodriguez@teleprocommunications.
Noe Tamez	Estimating Director	(956) 618-7233	noe@teleprocommunications.com

STATE OF TEXAS §
COUNTY OF HIDALGO §
CITY OF EDINBURG §

**AGREEMENT BETWEEN THE CITY
OF EDINBURG AND TELEPRO COMMUNICATIONS
FOR PURCHASE AND INSTALLATION OF CAMERA SYSTEM**

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

RECITALS

WHEREAS, the City pursuant to its authority under Chapter 252 of the Texas Local Government Code Section 22.022(4) , 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 Vendor for the Services herein contracted pursuant to the pricing included in **Exhibit A.**

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:

TELEPRO COMMUNICATIONS
Attn.: EDGAR RODRIGUEZ
12005 N. BRYAN RD.
MISSION, TX 78573

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 XVIII **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 XIX **NOTICE OF GOVERNING LAW**

The Vendor agrees to abide by the applicable laws and regulations found in the Federally Mandated Contract Provisions in Appendix II to 2 CFR Part 200, attached in Exhibit C.

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.

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 _____,
20____.

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 R. Solis
City Attorney

TELEPRO COMMUNICATIONS

BY: _____

NAME:
TITLE:
STREET ADDRESS:
CITY, STATE ZIP CODE:
Phone:
Email:

Attachments: Exhibit "A" Scope of Services and Proposal
Exhibit "B" Insurance
Exhibit "C" Federally Mandated Contract Provisions
Appendix II to CFR Part 200

**EXHIBIT "A" TO AGREEMENT BETWEEN THE CITY OF EDINBURG AND
TELEPRO COMMUNICATIONS FOR FOR PURCHASE AND INSTALLATION
OF CAMERA SYSTEM**

**EXHIBIT “B” TO AGREEMENT BETWEEN THE CITY OF EDINBURG AND
TELEPRO COMMUNICATIONS FOR FOR PURCHASE AND INSTALLATION OF
CAMERA SYSTEM**

**EXHIBIT "C" TO AGREEMENT BETWEEN THE CITY OF EDINBURG AND
TELEPRO COMMUNICATIONS FOR FOR PURCHASE AND INSTALLATION OF
CAMERA SYSTEM**

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]



CITY OF EDINBURG - CITY COUNCIL

Meeting Date: April 15, 2025

CONSENT AGENDA

Agenda Item No: 17.B.

Police Light Packages for Departments 2024 Chevy Tahoes

1. Agenda Item:

Consider Amending the Purchase of Six (6) Police Light Packages for Departments 2024 Chevy Tahoes from South Texas Communications Through the Local Government Purchasing Cooperative (Buyboard) in the Amount of \$33,690.34. [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 Statues while identifying vendors of commodities, goods, and services at extremely competitive bid prices.

Staff is requesting the purchase of six (6) Police Light Packages, which will include installation through South Texas Communications, for a total cost of \$33,690.34.

City Council had previously approved the purchase of the light packages at the March 18, 2025, regularly scheduled meeting. However, after city staff reevaluated the light packages, it was determined that a reduction in the scope of equipment met the necessary safety requirements for the officers.

Projected delivery is within 60 days of Purchase Order issuance.

Funding in the amount of \$33,690.34 is available through 24-25 TCSA Expense Account 112-2000-585322-US Dept of Treasury.

3. Staff's Recommendation:

Approve Amending the Purchase of Six (6) Police Light Packages for Departments 2024 Chevy Tahoes from South Texas Communications Through the Local Government Purchasing Cooperative (Buyboard) in the Amount of \$33,690.34.

Reviewed by:

Jaime Ayala, Chief of Police

Final Approval - 4/11/2025

Prepared by:

Rogelio Garcia, Special Services Manager

Attachments:

- A. South Texas Communications Quote
- B. South Texas Communications Buyboard Contract Info

PROPOSAL

QUOTE # : 25-100049-3

363

4/2/2025

EDINBURG CITY OF
POLICE DEPARTMENT
1702 S CLOSNER BLVD
EDINBURG, TX 78539

ATTN: CHIEF JAIME AYALA
PH : 956-289-7769
FAX :
MOBILE: 956-289-7701
EMAIL: JAIMEAYALA@CITYOFEDINBURG.COM
USER CONTACT CHIEF JAIME AYALA
USER PHONE 956-289-7769
USER EMAIL JAIMEAYALA@CITYOFEDINBURG.COM

**BUY BOARD
698-23**

ITEM	MODEL	DESCRIPTION	QTY	LIST	EACH	AMOUNT
		<u>(6) CHEVY TAHOE</u>				
1	MPS63U-RBW	TRI COLOR,18-LED,RED/BLUE/WHITE - SIDE MIRRORS	12	\$ 236.00	\$ 212.40	\$ 2,548.80
2	MPSW9-RBW	LEDS,RED/ BLUE/WHITE WIDE ANGLE - SIDE MIRRORS	12	\$ 291.00	\$ 261.90	\$ 3,142.80
3	MPSMW9-TAH21MIR	PAIR OF SIDE MIRROR BRACKETS	12	\$ 66.00	\$ 59.40	\$ 712.80
4	MPS63U-RBW	TRI COLOR,18-LED,RED/BLUE/WHITE - RUNNING BOARD - 2 EACH SIDE	24	\$ 236.00	\$ 212.40	\$ 5,097.60
5	ELSD-TAH21RBW	D-PILLAR SYSTEM R/B/W - 2021-2024 TAHOE	6	\$ 2,486.00	\$ 2,237.40	\$ 13,424.40
6	XSM2-BRW-US	XSTREAM,DUAL,BRW,US - REAR QTR WINDOW	12	\$ 522.00	\$ 469.80	\$ 5,637.60
7	416309-RBW	FLUSH MOUNT, DUAL-COLOR, (6) LED, RED/WHITE - BUMPER	24	\$ 130.00	\$ 117.00	\$ 2,808.00
8	L.HK	HARDWARE KIT	6	\$ 150.00	\$ 150.00	\$ 900.00
9	FREIGHT	FREIGHT	1	\$ 94.00	\$ 94.00	\$ 94.00
10	L.S.B	INSTALLATION-PROGRAMMING-SERVICES	1	\$ 8,280.00	\$ 8,280.00	\$ 8,280.00
TOTAL EQUIPMENT						\$ 42,646.00
LEGACY CUSTOMER DISCOUNT						\$ (8,955.66)
TOTAL						\$ 33,690.34

QUOTE TERMS AND CONDITIONS :

- 1 OFFER GOOD THROUGH
- 2 ESTIMATED DELIVERY
- 3 QUOTES ARE EXCLUSIVE OF ALL INSTALLATION AND PROGRAMMING CHARGES
(UNLESS EXPRESSLY STATED) AND ALL APPLICABLE TAXES.
- 4 THIS OFFER IS FOR BUDGETARY PURPOSES ONLY AND IS NOT AN OFFER FOR SALE.
- 5 UNLESS OTHERWISE STATED, PAYMENT DUE WITHIN TEN (10) DAYS AFTER INVOICE.
- 6 ORDERED EQUIPMENT MAY BE RETURNED FOR A FULL REFUND, LESS A 20%
RESTOCKING FEE, IF THE EQUIPMENT IS RETURNED UNUSED AND UNDAMAGED
IN ITS ORIGINAL PACKAGING WITH IN 30 DAYS AFTER DELIVERY.
- 7 STANDARD EQUIPMENT WARRANTY (WHICH WILL BE FURNISHED UPON REQUEST)
APPLIES TO ALL ORDERED EQUIPMENT.
- 8 STC DISCLAIMS ALL OTHER WARRANTIES WITH RESPECT TO THE ORDERED
PRODUCTS,EXPRESS OR IMPLIED INCLUDING THE IMPLIED WARRANTIES OF
MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
- 9 EXTENDED WARRANTY OR MAINTENANCE AGREEMENT MAY BE AVAILABLE AT AN
ADDITIONAL COST UPON REQUEST AND SHOULD BE ADDED AT TIME OF PURCHASE.
- 10 STC'S TOTAL LIABILITY ARISING FROM ORDERED PRODUCTS WILL BE LIMITED TO THE
PURCHASE PRICE OF PRODUCTS WITH RESPECT TO WHICH LOSSES OR DAMAGES ARE
CLAIMED. IN NO EVENT WILL STC BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.
- 11 THESE TERMS WILL PREVAIL OVER ANY INCONSISTENT OR ADDITIONAL TERMS ON
ANY PURCHASE ORDER SUBMITTED BY THE PURCHASER.
- 12 TERMS AND CONDITIONS SUBJECT TO CHANGE WITHOUT NOTICE.
- 13 PROPOSAL PRICING AS WRITTEN. VARIATIONS MAY SUBJECT PROPOSAL TO PRICING CHANGES.
- 14 CUSTOMER REQUIRED TO PROVIDE THE FOLLOWING:
C PURCHASE ORDER

5/2/2025
10 - 45 DAYS

PROPOSED BY	_____
PRINTED NAME	_____
TITLE:	_____
DATE:	4/2/2025

BEFORE SIGNING, PLEASE READ THIS PROPOSAL CAREFULLY. YOUR SIGNATURE IS AN OFFER TO PURCHASE THE PRODUCTS AND SERVICES LISTED ABOVE, WHICH IF ACCEPTED BY STC, WILL BE A PURCHASE CONTRACT.

CUSTOMER ACCEPTANCE:	_____
PRINTED NAME	_____
TITLE:	_____
PURCHASE ORDER #	_____
DATE:	____/____/____



Vendor Contract Information Summary

Vendor	South Texas Communications, Inc.
Contact	Sid Basaldua
Phone	956-687-8591
Email	info@stcradios.com
Vendor Website	www.stcradios.com
TIN	75-1829954
Address Line 1	709 E. Pecan Blvd.
Vendor City	McAllen
Vendor Zip	78501
Vendor State	TX
Vendor Country	USA
Delivery Days	10
Freight Terms	FOB Destination
Payment Terms	Net 30 days
Shipping Terms	Freight prepaid by vendor and added to invoice
Ship Via	Common Carrier
Designated Dealer	No
EDGAR Received	Yes
Service-disabled Veteran Owned	No
Minority Owned	No
Women Owned	No
National	No
No Foreign Terrorist Orgs	Yes
No Israel Boycott	Yes
MWBE	No
ESCs	1
States	Texas
Contract Name	Public Safety and Firehouse Supplies and Equipment
Contract No.	698-23
Effective	04/01/2023
Expiration	03/31/2026
Accepts RFQs	Yes



CITY OF EDINBURG - CITY COUNCIL

Meeting Date: April 15, 2025

CONSENT AGENDA

Agenda Item No: 17.C.

Renewal of Inter-local Agreement Hidalgo County Library System

1. Agenda Item:

Consider the Renewal of an Interlocal Cooperation Agreement Between the City of Edinburg and Hidalgo County for Services Provided Through the Hidalgo County Library System. [Letty Leija, Director of Library & Cultural Arts]

2. Description:

The City of Edinburg has been a participating member of the Hidalgo County Library System (HCLS) pursuant to a letter of agreement dated January 29, 1973. The HCLS funding acquires library materials, supplies and services, electronic databases services, audiovisual equipment, and computer hardware and software for library services for the free use of the City's library by residents of rural areas in the County, in accordance with the Texas Local Government Code 323.011. Funds are utilized to help defray the costs the public library incurs in providing services to county residents, including but not limited to books, periodicals, library equipment and services.

The Director of the Dustin Michael Sekula Memorial Library has notified the Library Board and they are all in consensus and recommend approval by the City Council. The HCLS has provided funds for several years for all HCLS library. In 2024, the Edinburg Library will receive funds in the amount of \$14,488.00. This is an annual agreement that starts January 1, 2025 and runs through December 31, 2025. The agreement follows the procedures presently in place for HCLS.

3. Staff's Recommendation:

Approve the Renewal of an Interlocal Cooperation Agreement Between the City of Edinburg and Hidalgo County for Services Provided Through the Hidalgo County Library System.

Reviewed by:

Nelda Ramirez, Assistant City Manager

Prepared by:

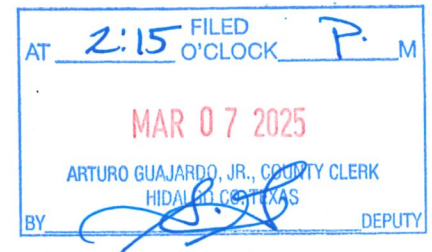
Leticia Leija, Director of
Library and Cultural Arts

Attachments:

A. Interlocal Agreement Hidalgo County Library System 2025

THE STATE OF TEXAS §

COUNTY OF HIDALGO §



**INTERLOCAL COOPERATION AGREEMENT
BETWEEN COUNTY OF HIDALGO, TEXAS AND CITY OF EDINBURG, TEXAS**

This Agreement is made effective as of this 4th day of March, 2025, by and between HIDALGO COUNTY, TEXAS hereinafter referred to as "County," and the CITY OF EDINBURG, TEXAS hereinafter referred to as "City" pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WHEREAS, the County has established the Hidalgo County Library System (hereinafter "HCLS");

WHEREAS, the County wishes to Contract with the City for library privileges from the City's established library;

WHEREAS, pursuant to Tex. Loc. Gov't Code Section 323.011 the City understands that the City's library will assume the functions of a County library within the County;

WHEREAS, pursuant to standard HCLS operating procedures, HCLS acquires library materials, supplies and services, electronic database services, audiovisual equipment, and computer hardware, software and other resources for library services for the free use of City's library by residents of rural areas of the County;

WHEREAS, the County and City desire to clarify the terms and conditions of the operation of HCLS, and to provide direct funding to City in certain circumstances;

WHEREAS, the County finds that the City is suitably organized to provide efficient and effective free library services to County residents under Chapter 323; and

WHEREAS, the County therefore desires to expend funds to assist City with the expenses of establishing, operating and maintaining its free library in the County.

NOW THEREFORE, for and in good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the County and the City hereby agree as follows:

1. The County shall budget an estimated amount each year for the following fiscal year and allocate such amount from the County's General Fund as payment for various libraries of County of which City library is one. Such estimated amount will be allocated to County libraries in accordance with a formula established, reviewed and approved by HCLS. This allocation formula shall be reviewed and approved annually

at the beginning of the County fiscal year by HCLS meeting in regular-session. Funds disbursed to the City shall be in consideration for the City agreeing that the City's library will assume the functions of a county library within Hidalgo County. Funds disbursed to the City pursuant to this paragraph and HCLS provisions shall be used by City only for the City library to purchase contractual services and library materials, including but not limited to, books, supplies and services, Internet connectivity, electronic database services and connections, equipment and furnishings, and computer hardware and software.

2. The City agrees to maintain and operate its city library in accordance with the standards of the State of Texas, the State Library System Act and Local Government Code Chapter 323. The City specifically covenants to assure that the librarian of the City's library meets the minimum standards established by Texas State Library and Archives Commission ("State Library"), including any and all certification mandated by the State Library. The City further agrees to cooperate with the County in any programs, promotions or interlocal initiatives in furtherance of the purposes of HCLS.

3. The City agrees to supervise the activities and operation of its library and agrees to assume full responsibility and liability for any and all activities conducted under the terms of this Agreement.

4. The City library personnel shall not be entitled to any of the benefits of an employee of the County, including, but not limited to, County fringe benefits or the County Civil Service program.

5. This Agreement shall continue until December 31, 2025; or until amended, replaced or terminated in accordance with Chapter 323. Either party may terminate this Agreement by providing six (6) months' advance written notice to the other party. The parties agree that any property acquired under this Agreement is subject to division upon termination of this contract in accordance with Texas Local Government Code Section 323.011(c). Upon termination of this Agreement, any property acquired under this Agreement shall remain in the possession of the City in the City library and the City agrees to take any and all necessary measures to ensure that such property is safeguarded from theft and/or damage.

6. The City agrees to give County and its authorized representatives access to, and the right, to examine, excerpt and transcribe all books, accounts, records, reports, files and other papers, documents, things, or property belonging to or in use by the City in relation to its library operations for so long as such are maintained by City.

7. 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 any conflict between any provision 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 provision(s) of this Agreement shall be modified only to the extent

necessary to bring them within the legal requirements and only during the time such conflict exists.

8. No Waiver: No waiver by any party hereto of any breach of any provision of the Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

9. 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 City and County, and not otherwise.

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.

10. Notice. Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communication required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to County: County of Hidalgo
Attention: Richard F. Cortez, County Judge
100 E. Cano, 2nd Floor
Edinburg, Texas 78539

If to City: City of Edinburg, Texas
Attn: City Manager
415 W. University Dr.
Edinburg, Texas 78539

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the United States mail.

11. 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.

12. Successors. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

13. Assignment. This Agreement shall not be assignable.

14. Headings. The headings and captions contained in this Agreement are solely for convenience reference and shall not be deemed to affect the meaning or interpretation of any provision of paragraph hereof.

15. Gender and Number. All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and singular shall include the plural whenever and so often as may be appropriate.

16. Authority to Execute. The execution and performance of this Agreement by City and County have been duly authorized by all necessary laws, resolutions corporate action, and this Agreement constitutes the valid and enforceable obligations of City and County in accordance with its terms.

17. Governmental Purpose. Each party hereto is entering into this agreement for the purpose of providing for governmental services or functions and will pay for such services out of current revenues available to the paying party as herein provided.

18. 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.

19. 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 to race, color, national origin, religion, sex, age, veteran status, or disability.

[SIGNATURE PAGE TO FOLLOW]

WITNESS THE HANDS OF THE PARTIES this 4th day of March, 2025.



ATTEST:

Arturo Guajardo, Jr.
Arturo Guajardo, Jr., County Clerk

HIDALGO COUNTY, TEXAS

Richard F. Cortez
Richard F. Cortez, County Judge

CITY OF EDINBURG, TEXAS

Ramiro Garza, Jr.
Ramiro Garza, Jr., Mayor

ATTEST:

By: _____
Clarice Yvette Balderas, City Secretary

APPROVED BY
COMMISSIONERS COURT
ON: 3/4/25 me

APPROVED AS TO FORM:

Hidalgo County Criminal District Attorney's Office
Toribio "Terry" Palacios

By: Victor M. Garza
Victor M. Garza, Chief Administrative Attorney

CITY:

By: _____

_____, City Attorney



CITY OF EDINBURG - CITY COUNCIL

Meeting Date: April 15, 2025

CONSENT AGENDA

Agenda Item No: 17.D.

Quarterly Investment Report

1. Agenda Item:

Consider Approving the Quarterly Investment Report for the Period Ending March 31, 2025, Pursuant to the Public Funds Investment Act (PFIA). [Ascencion Alonzo, Director of Finance]

2. Description:

In accordance with the Public Funds Investment Act (Chapter 2256), I hereby submit the Quarterly Investment Report for your review and acceptance. The report is in full compliance with the investment strategies as established in the City of Edinburg's Investment Policy and the Public Funds Investment Act (Chapter 2256).

3. Staff's Recommendation:

Approve the Quarterly Investment Report for the Period Ending March 31, 2025, Pursuant to the Public Funds Investment Act (PFIA).

Reviewed by:

Nelda Ramirez, Assistant City Manager

Prepared by:

Ascencion Alonzo, Director
of Finance

Attachments:

A. Quarterly Investment Report



April 15, 2025

Mayor Ramiro Garza
City Councilmembers

RE: Quarterly Investment Report for Quarter Ending March 2025/Statement of Compliance

The above-referenced report is hereby presented, pursuant to the Public Funds Investment Act (PFIA), for your review and acceptance.

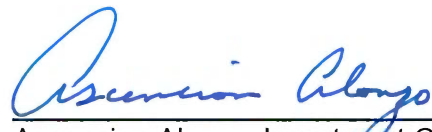
This quarter's investments totaled \$141,562,290.59 which included internal transfers-in totaling \$8,818,189.28 and interest earned totaling \$1,511,832.69.

The PFIA also requires that the report contain a Statement of Compliance, signed by the Investment Officers, as presented below:

STATEMENT OF COMPLIANCE

This report complies with the requirements of the Public Investment Act as well as the City of Edinburg's adopted investment policy. The City follows all provisions of the Public Investment Act and the City's investment policy.

Presented by the City of Edinburg's Investment Officers:


Ascencion Alonzo, Investment Officer


Nelda Ramirez, Investment Officer



CITY OF EDINBURG
QUARTERLY INVESTMENT SUMMARY REPORT
QUARTER ENDING MARCH 31, 2025

	Texpool Investment Pool
COST	
Beginning Balance	\$ 131,232,268.62
Additions:	
Interfund Transfers-in (out)	8,818,189.28
Contributions	-
Investment earnings-Texpool	1,511,832.69
Investment earnings-	-
Deductions:	
Interfund Transfers-out	-
Disbursements	-
Ending Balance	<u><u>\$ 141,562,290.59</u></u>
MARKET VALUE	
Beginning Balance	<u><u>\$ 131,250,641.14</u></u>
Ending Balance	<u><u>\$ 141,563,706.21</u></u>
Weighted Average Maturity- Texpool	37
Texpool-Weighted Average Yield	4.36%

**CITY OF EDINBURG
HOLDINGS BY INVESTMENTS
QUARTERLY INVESTMENT REPORT
QUARTER ENDING MARCH 31, 2025**

<u>Type of Investment</u>	<u>Beginning Cost</u>	<u>Texpool Interest</u>	<u>Interfund Transfers</u>	<u>Disbursements</u>	<u>Ending Cost</u>	<u>Market Value</u>
Texpool:						
Revenue Bonds Reserve #7938100005	\$ 3,576,562.20	\$ 38,595.28	\$ -	\$ -	\$ 3,615,157.48	\$ 3,615,193.63
Utility I & S #7938100007	1,976,093.31	15,234.28	(1,841,195.63)	-	150,131.96	150,133.46
Pooled Cash Operating #7938100040	643,682.46	3,943.78	(647,626.24)	-	0.00	0.00
Pooled Cash Contingency #7938100041	-	-	-	-	-	-
Utility Fund Rev Bond Series 2021 #7938100043	6,015,235.42	101,951.34	3,424,573.82	-	9,541,760.58	9,541,856.00
SWM Fund CO Series 2021 #7938100044	13,051,400.10	140,843.66	813.20	-	13,193,056.96	13,193,188.89
American Rescue Plan Act of 2021 #7938100045	9,246,663.76	79,440.26	(4,065,537.17)	-	5,260,566.85	5,260,619.46
2023 CO Com Tax & Rev Ser SIB Loan #7938100046	6,854,177.45	73,964.68	-	-	6,928,142.13	6,928,211.41
General #7938100047	28,785,619.98	389,722.30	11,545,309.62	-	40,720,651.90	40,721,059.11
T.C.S.A #7938100048	1,480,875.80	15,725.21	(52,304.14)	-	1,444,296.87	1,444,311.31
Hotel Occupancy Tax #7938100049	1,484,411.79	13,722.90	(270,687.65)	-	1,227,447.04	1,227,459.31
Municipal Court Special Revenue #7938100050	642,043.45	6,926.08	236.59	-	649,206.12	649,212.61
City Secretary Special Revenue #7938100051	260,839.06	2,814.76	-	-	263,653.82	263,656.46
Public Education & Government #7938100052	392,726.88	4,194.46	(3,995.42)	-	392,925.92	392,929.85
Parkland Dedication #7938100053	878,656.33	9,329.40	(120,494.88)	-	767,490.85	767,498.52
C.O. Series 2021A #7938100054	13,279,237.90	133,247.98	(1,139,631.02)	-	12,272,854.86	12,272,977.59
Debt Service #7938100055	853,670.44	40,301.62	2,269,137.48	-	3,163,109.54	3,163,141.17
Utility #7938100056	4,911,975.67	67,645.13	3,200,566.18	-	8,180,186.98	8,180,268.78
Solid Waste Management #7938100057	11,729,735.97	118,670.67	(1,301,478.36)	-	10,546,928.28	10,547,033.75
South Texas International Airport #7938100058	691,459.50	7,732.15	52,939.06	-	752,130.71	752,138.23
Ebony Hills Golf Course #7938100059	42,372.30	1,180.78	133,902.74	-	177,455.82	177,457.59
Los Lagos Golf Club #7938100060	86,186.22	260.13	(61,250.03)	-	25,196.32	25,196.57
Developers Trust Escrow #7938100061	8,387,501.04	89,734.09	(296,631.05)	-	8,180,604.08	8,180,685.89
G.O. Series 2019 #7938100062	15,831,201.89	155,249.58	(2,008,457.82)	-	13,977,993.65	13,978,133.43
Police Dept. Local Seized Money #7938100063	129,939.70	1,402.17	0.00		131,341.87	131,343.18
Total	\$ 131,232,268.62	\$ 1,511,832.69	\$ 8,818,189.28	\$ -	\$ 141,562,290.59	\$ 141,563,706.21

Texpool Investments Detail Activity
Quarter Ending March 31, 2025

REVENUE BONDS RESERVE ACCOUNT #7938100005

		Income				Ending Balance
	Opening balance:	Texpool Interest	Contributions	Interfund Transfers	Disbursements	
January	3,576,562.20	13,340.83	0.00	0.00	0.00	3,589,903.03
February	3,589,903.03	11,994.52	0.00	0.00	0.00	3,601,897.55
March	3,601,897.55	13,259.93	0.00	0.00	0.00	3,615,157.48
		<u>38,595.28</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	

UTILITY I & S ACCOUNT #7938100007

		Income				Ending Balance
	Opening balance:	Texpool Interest	Contributions	Interfund Transfers	Disbursements	
January	1,976,093.31	7,370.96	0.00	0.00	0.00	1,983,464.27
February	1,983,464.27	5,717.51	0.00	(848,011.50)	0.00	1,141,170.28
March	1,141,170.28	2,145.81	0.00	(993,184.13)	0.00	150,131.96
		<u>15,234.28</u>	<u>0.00</u>	<u>(1,841,195.63)</u>	<u>0.00</u>	

POOLED CASH OPERATING #7938100040

		Income				Ending Balance
	Opening balance:	Texpool Interest	Contributions	Interfund Transfers	Disbursements	
January	643,682.46	2,400.96	0.00	0.00	0.00	646,083.42
February	646,083.42	1,542.82	0.00	(647,626.24)	0.00	0.00
March	0.00	0.00	0.00	0.00	0.00	0.00
		<u>3,943.78</u>	<u>0.00</u>	<u>(647,626.24)</u>	<u>0.00</u>	

UTILITY FUND REV BOND SERIES 2021 #7938100043

		Income				Ending Balance
	Opening balance:	Texpool Interest	Contributions	Interfund Transfers	Disbursements	
January	6,015,235.42	35,295.39	0.00	3,424,573.82	0.00	9,475,104.63
February	9,475,104.63	31,657.99	0.00	0.00	0.00	9,506,762.62
March	9,506,762.62	34,997.96	0.00	0.00	0.00	9,541,760.58
		<u>101,951.34</u>	<u>0.00</u>	<u>3,424,573.82</u>	<u>0.00</u>	

SWM FUND CO SERIES 2021 #7938100044

		Income				Ending Balance
	Opening balance:	Texpool Interest	Contributions	Interfund Transfers	Disbursements	
January	13,051,400.10	48,682.73	0.00	0.00	0.00	13,100,082.83
February	13,100,082.83	43,770.49	0.00	813.20	0.00	13,144,666.52
March	13,144,666.52	48,390.44	0.00	0.00	0.00	13,193,056.96
		<u>140,843.66</u>	<u>0.00</u>	<u>813.20</u>	<u>0.00</u>	

AMERICAN RESCUE PLAN ACT OF 2021 #7938100045

		Income				Ending Balance
	Opening balance:	Texpool Interest	Contributions	Interfund Transfers	Disbursements	
January	9,246,663.76	31,227.34	0.00	(1,150,460.18)	0.00	8,127,430.92
February	8,127,430.92	25,632.61	0.00	(1,384,555.32)	0.00	6,768,508.21
March	6,768,508.21	22,580.31	0.00	(1,530,521.67)	0.00	5,260,566.85
		<u>79,440.26</u>	<u>0.00</u>	<u>(4,065,537.17)</u>	<u>0.00</u>	

2023 CO COM TAX & REV SER SIB LOAN #7938100046

Income						
		Texpool		Interfund		Ending
	Opening balance:	Interest	Contributions	Transfers	Disbursements	Balance
January	6,854,177.45	25,566.62	0.00	0.00	0.00	6,879,744.07
February	6,879,744.07	22,986.49	0.00	0.00	0.00	6,902,730.56
March	6,902,730.56	25,411.57	0.00	0.00	0.00	6,928,142.13
		<u>73,964.68</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	

GENERAL #7938100047

Income						
		Texpool		Interfund		Ending
	Opening balance:	Interest	Contributions	Transfers	Disbursements	Balance
January	28,785,619.98	114,472.40	0.00	3,300,000.00	0.00	32,200,092.38
February	32,200,092.38	127,224.08	0.00	9,443,879.59	0.00	41,771,196.05
March	41,771,196.05	148,025.82	0.00	(1,198,569.97)	0.00	40,720,651.90
		<u>389,722.30</u>	<u>0.00</u>	<u>11,545,309.62</u>	<u>0.00</u>	

T.C.S.A. #7938100048

Income						
		Texpool		Interfund		Ending
	Opening balance:	Interest	Contributions	Transfers	Disbursements	Balance
January	1,480,875.80	5,523.80	0.00	0.00	0.00	1,486,399.60
February	1,486,399.60	4,903.94	0.00	(52,304.14)	0.00	1,438,999.40
March	1,438,999.40	5,297.47	0.00	0.00	0.00	1,444,296.87
		<u>15,725.21</u>	<u>0.00</u>	<u>(52,304.14)</u>	<u>0.00</u>	

HOTEL OCCUPANCY TAX #7938100049

Income						
		Texpool		Interfund		Ending
	Opening balance:	Interest	Contributions	Transfers	Disbursements	Balance
January	1,484,411.79	4,938.33	0.00	(226,746.47)	0.00	1,262,603.65
February	1,262,603.65	4,204.56	0.00	(11,031.43)	0.00	1,255,776.78
March	1,255,776.78	4,580.01	0.00	(32,909.75)	0.00	1,227,447.04
		<u>13,722.90</u>	<u>0.00</u>	<u>(270,687.65)</u>	<u>0.00</u>	

MUNICIPAL COURT SPECIAL REVENUE #7938100050

Income						
		Texpool		Interfund		Ending
	Opening balance:	Interest	Contributions	Transfers	Disbursements	Balance
January	642,043.45	2,393.91	0.00	(1,029.65)	0.00	643,407.71
February	643,407.71	2,150.97	0.00	1,266.24	0.00	646,824.92
March	646,824.92	2,381.20	0.00	0.00	0.00	649,206.12
		<u>6,926.08</u>	<u>0.00</u>	<u>236.59</u>	<u>0.00</u>	

CITY SECRETARY SPECIAL REVENUE #7938100051

Income						
		Texpool		Interfund		Ending
	Opening balance:	Interest	Contributions	Transfers	Disbursements	Balance
January	260,839.06	972.93	0.00	0.00	0.00	261,811.99
February	261,811.99	874.78	0.00	0.00	0.00	262,686.77
March	262,686.77	967.05	0.00	0.00	0.00	263,653.82
		<u>2,814.76</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	

PUBLIC EDUCATION & GOVERNMENT #7938100052

Income						
		Texpool		Interfund		Ending
	Opening balance:	Interest	Contributions	Transfers	Disbursements	Balance
January	392,726.88	1,451.40	0.00	(4,755.16)	0.00	389,423.12
February	389,423.12	1,301.83	0.00	759.74	0.00	391,484.69
March	391,484.69	1,441.23	0.00	0.00	0.00	392,925.92
		<u>4,194.46</u>	<u>0.00</u>	<u>(3,995.42)</u>	<u>0.00</u>	

PARKLAND DEDICATION #7938100053

Income						
		Texpool		Interfund		Ending
	Opening balance:	Interest	Contributions	Transfers	Disbursements	Balance
January	878,656.33	3,277.44	0.00	0.00	0.00	881,933.77
February	881,933.77	2,948.15	0.00	1,519.48	0.00	886,401.40
March	886,401.40	3,103.81	0.00	(122,014.36)	0.00	767,490.85
		<u>9,329.40</u>	<u>0.00</u>	<u>(120,494.88)</u>	<u>0.00</u>	

C.O. SERIES 2021A #7938100054

Income						
		Texpool		Interfund		Ending
	Opening balance:	Interest	Contributions	Transfers	Disbursements	Balance
January	13,279,237.90	46,821.04	0.00	(955,858.24)	0.00	12,370,200.70
February	12,370,200.70	41,314.00	0.00	(142,492.03)	0.00	12,269,022.67
March	12,269,022.67	45,112.94	0.00	(41,280.75)	0.00	12,272,854.86
		<u>133,247.98</u>	<u>0.00</u>	<u>(1,139,631.02)</u>	<u>0.00</u>	

DEBT SERVICE #7938100055

Income						
		Texpool		Interfund		Ending
	Opening balance:	Interest	Contributions	Transfers	Disbursements	Balance
January	853,670.44	10,867.25	0.00	4,800,000.00	0.00	5,664,537.69
February	5,664,537.69	17,832.53	0.00	(2,530,862.52)	0.00	3,151,507.70
March	3,151,507.70	11,601.84	0.00	0.00	0.00	3,163,109.54
		<u>40,301.62</u>	<u>0.00</u>	<u>2,269,137.48</u>	<u>0.00</u>	

UTILITY #7938100056

Income						
		Texpool		Interfund		Ending
	Opening balance:	Interest	Contributions	Transfers	Disbursements	Balance
January	4,911,975.67	18,322.04	0.00	0.00	0.00	4,930,297.71
February	4,930,297.71	19,153.32	0.00	1,323,272.28	0.00	6,272,723.31
March	6,272,723.31	30,169.77	0.00	1,877,293.90	0.00	8,180,186.98
		<u>67,645.13</u>	<u>0.00</u>	<u>3,200,566.18</u>	<u>0.00</u>	

SOLID WASTE MANAGEMENT #7938100057

Income						
		Texpool		Interfund		Ending
	Opening balance:	Interest	Contributions	Transfers	Disbursements	Balance
January	11,729,735.97	43,112.47	0.00	(650,545.96)	0.00	11,122,302.48
February	11,122,302.48	36,873.43	0.00	(650,932.40)	0.00	10,508,243.51
March	10,508,243.51	38,684.77	0.00	0.00	0.00	10,546,928.28
		<u>118,670.67</u>	<u>0.00</u>	<u>(1,301,478.36)</u>	<u>0.00</u>	

SOUTH TEXAS INTERNATIONAL AIRPORT #7938100058

Income						
	Opening balance:	Texpool Interest	Contributions	Interfund Transfers	Disbursements	Ending Balance
January	691,459.50	2,549.86	0.00	(30,490.91)	0.00	663,518.45
February	663,518.45	2,423.57	0.00	83,429.97	0.00	749,371.99
March	749,371.99	2,758.72	0.00	0.00	0.00	752,130.71
		<u>7,732.15</u>	<u>0.00</u>	<u>52,939.06</u>	<u>0.00</u>	

EBONY HILLS GOLF COURSE #7938100059

Income						
	Opening balance:	Texpool Interest	Contributions	Interfund Transfers	Disbursements	Ending Balance
January	42,372.30	140.57	0.00	(18,150.09)	0.00	24,362.78
February	24,362.78	368.53	0.00	160,839.95	0.00	185,571.26
March	185,571.26	671.68	0.00	(8,787.12)	0.00	177,455.82
		<u>1,180.78</u>	<u>0.00</u>	<u>133,902.74</u>	<u>0.00</u>	

LOS LAGOS GOLF COURSE #7938100060

Income						
	Opening balance:	Texpool Interest	Contributions	Interfund Transfers	Disbursements	Ending Balance
January	86,186.22	103.18	0.00	(75,789.38)	0.00	10,500.02
February	10,500.02	64.55	0.00	14,539.35	0.00	25,103.92
March	25,103.92	92.40	0.00	0.00	0.00	25,196.32
		<u>260.13</u>	<u>0.00</u>	<u>(61,250.03)</u>	<u>0.00</u>	

DEVELOPERS TRUST ESCROW #7938100061

Income						
	Opening balance:	Texpool Interest	Contributions	Interfund Transfers	Disbursements	Ending Balance
January	8,387,501.04	31,122.45	0.00	(56,764.25)	0.00	8,361,859.24
February	8,361,859.24	28,382.43	0.00	136,828.95	0.00	8,527,070.62
March	8,527,070.62	30,229.21	0.00	\$ (376,695.75)	0.00	8,180,604.08
		<u>89,734.09</u>	<u>0.00</u>	<u>(296,631.05)</u>	<u>0.00</u>	

G.O. S SERIES 2019 #7938100062

Income						
	Opening balance:	Texpool Interest	Contributions	Interfund Transfers	Disbursements	Ending Balance
January	15,831,201.89	55,919.27	0.00	(1,553,491.54)	0.00	14,333,629.62
February	14,333,629.62	47,761.65	0.00	(232,997.57)	0.00	14,148,393.70
March	14,148,393.70	51,568.66	0.00	(221,968.71)	0.00	13,977,993.65
		<u>155,249.58</u>	<u>0.00</u>	<u>(2,008,457.82)</u>	<u>0.00</u>	

POLICE DEPT. LOCAL SEIZED MONEY #7938100063

Income						
	Opening balance:	Texpool Interest	Contributions	Interfund Transfers	Disbursements	Ending Balance
January	129,939.70	484.68	0.00	0.00	0.00	130,424.38
February	130,424.38	435.77	0.00	0.00	0.00	130,860.15
March	130,860.15	481.72	0.00	0.00	0.00	131,341.87
		<u>1,402.17</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	



Monthly Newsletter: April 2025

ANNOUNCEMENTS

TexPool Good Friday Holiday Observance 2025:

On **Friday, April 18, 2025**, TexPool will be closed for business in observance of **Good Friday**.

We welcome the following entities who joined TexPool in March 2025:

TexPool

City of Liberty	Hempstead
City of Cross Plains	Community
City of Plantersville	Development
Leon County	Corporation
Maxwell Special	Angelina County
Utility District	& Cities Health
	District

TexPool Prime

City of Liberty	Hempstead
City of Cross Plains	Community
City of Plantersville	Development
Leon County	Corporation
Maxwell Special	City of Shavano Park
Utility District	Angelina County
	& Cities Health
	District

Upcoming Events

4/6/2025

Government Finance Officers Association of Texas (GFOAT) Spring Conference
Round Rock, TX

4/21/2025

County Treasurers Education Seminar
San Marcos, TX

4/29/2025

TACA Institute 67th Annual Conference
College Station, TX

TexPool Advisory Board Members

Patrick Krishock	Valarie Van Vlack
Belinda Weaver	David Landeros
Deborah Lauder milk	Dina Edgar

Overseen by the State of Texas Comptroller of Public Accounts Glenn Hegar

Operated under the supervision of the Texas Treasury Safekeeping Trust Company

Economic and Market Commentary: Market intervention should subside under the new SEC leadership.

April 1, 2025

The growth of liquidity products since the Federal Reserve first hiked rates in 2022 has been something to behold. Total US money market assets under management (AUM) topped \$7 trillion for the first time in March and those of global money funds have reached record highs, according to the Investment Company Institute (ICI). Similarly, AUM of many non-money fund (rule 2a-7) products types, such as investment pools, to our knowledge, have risen. But we do not think this growth is substantially due to the recent up, then down again, trajectory of the stock market. The argument that investors are placing cash in liquidity products to weather the storm is belied by the nature of the inflows. We believe they are at a growth rate consistent with the extensive migration to money funds seen over the last several quarters. We can't pinpoint from where those assets came. But the steady nature of the inflows supports the hypothesis that people are fed up with low interest rates of other products rather than hiding from the stock market correction.

He said what, now? It's hard to believe Fed Chair Jerome Powell uttered the term "transitory" at the March policy-setting meeting. We thought that radioactive word was long buried after he repeatedly used it to describe pandemic-related inflation in 2021. His point was that the potential impacts of the Trump administration's whipsaw approach to tariffs might be inflationary in the short term but not in the long term, as they might lead to better productivity.

(continued page 6)

Performance as of March 31, 2025

	TexPool	TexPool Prime
Current Invested Balance	\$37,879,422,851	\$15,763,625,632
Weighted Average Maturity**	37 Days	42 Days
Weighted Average Life**	97 Days	64 Days
Net Asset Value	1.00001	1.00010
Total Number of Participants	2,923	654
Management Fee on Invested Balance	0.0450%	0.0550%
Interest Distributed	\$141,204,630.40	\$60,107,274.74
Management Fee Collected	\$1,407,212.31	\$739,650.25
Current S&P Global Rating	AAAm	AAAm

Month Averages

Average Invested Balance	\$38,421,181,370	\$15,835,694,967
Average Monthly Rate*	4.33%	4.47%
Average Weighted Average Maturity**	37	45
Average Weighted Average Life**	92	63

*This average monthly rate for TexPool Prime for each date may reflect a waiver of some portion or all of each of the management fees.

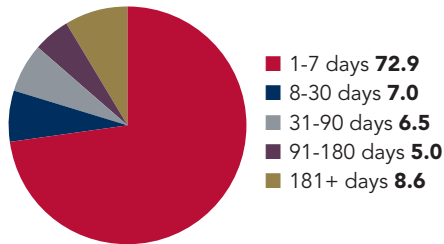
**See page 2 for definitions.

Past performance is no guarantee of future results.



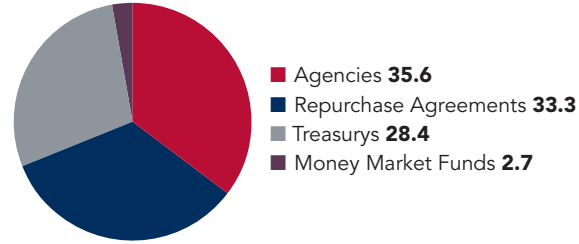
Portfolio by Maturity (%)

As of March 31, 2025



Portfolio by Type of Investment (%)

As of March 31, 2025



Portfolio Asset Summary as of March 31, 2025

	Book Value	Market Value
Uninvested Balance	-\$123.75	-\$123.75
Receivable for Investments Sold	0.00	0.00
Accrual of Interest Income	107,215,097.54	107,215,097.54
Interest and Management Fees Payable	-141,205,682.15	-141,205,682.15
Payable for Investments Purchased	0.00	0.00
Accrued Expenses & Taxes	-44,774.43	-44,774.43
Repurchase Agreements	12,620,823,000.00	12,620,823,000.00
Mutual Fund Investments	1,017,085,200.00	1,017,085,200.00
Government Securities	13,500,965,338.51	13,500,304,310.86
US Treasury Bills	9,214,755,943.36	9,216,862,756.03
US Treasury Notes	1,559,828,851.75	1,560,245,116.90
Total	\$37,879,422,850.83	\$37,881,284,901.00

Market value of collateral supporting the Repurchase Agreements is at least 102% of the Book Value. The portfolio is managed by Federated Investment Counseling and the assets are safe kept in a separate custodial account at State Street Bank in the name of TexPool. The only source of payment to the Participants is the assets of TexPool. There is no secondary source of payment for the pool such as insurance or State guarantee. Should you require a copy of the portfolio, please contact TexPool Participant Services.

Participant Summary

	Number of Participants	Balance
School District	635	\$11,290,927,858.35
Higher Education	60	\$1,983,870,057.23
County	203	\$4,207,165,243.22
Healthcare	96	\$2,114,744,379.45
Utility District	946	\$6,150,303,356.55
City	520	\$9,227,914,595.52
Emergency Districts	114	\$573,341,710.86
Economic Development Districts	95	\$213,054,990.50
Transit/Toll Authorities	15	\$837,197,292.75
River/Port Authorities	18	\$365,747,411.03
Other	221	\$916,634,737.17

**Definition of Weighted Average Maturity and Weighted Average Life

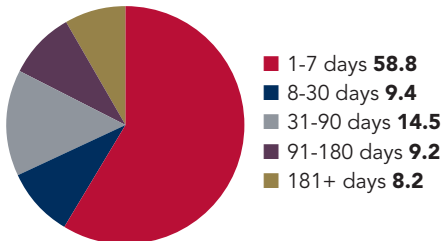
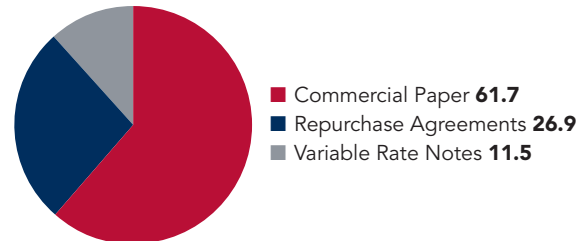
WAM is the mean average of the periods of time remaining until the securities held in the fund's portfolio (a) are scheduled to be repaid, (b) would be repaid upon a demand by the fund or (c) are scheduled to have their interest rate readjusted to reflect current market rates. For government variable rate securities, if the interest rate is readjusted no less frequently than every 397 calendar days, the security shall be deemed to have a maturity equal to the period remaining until the next readjustment of the interest rate. For non-government variable rate securities, if the security has a scheduled maturity of 397 days or less the security is treated as maturing on the earlier of the date the security is scheduled to be repaid through demand or the period remaining until the next readjustment of the interest rate. If the variable rate security has a scheduled maturity that is more than 397 days it is the later of those two dates. The mean is weighted based on the percentage of the market value of the portfolio invested in each period.

WAL is calculated in the same manner as WAM, but is based solely on the periods of time remaining until the securities held in TexPool (a) are scheduled to be repaid or (b) would be repaid upon a demand by TexPool, without reference to when interest rates of securities within TexPool.



Daily Summary

Date	Money Mkt. Fund Equiv. (SEC Std.)	Dividend Factor	TexPool Invested Balance	NAV	WAM Days	WAL Days
3/1	4.3653%	0.000119598	\$39,023,900,253.78	1.00010	36	88
3/2	4.3653%	0.000119598	\$39,023,900,253.78	1.00010	36	88
3/3	4.3627%	0.000119525	\$38,988,588,955.11	1.00002	35	86
3/4	4.3352%	0.000118773	\$39,071,712,801.04	1.00002	36	89
3/5	4.3357%	0.000118786	\$39,054,475,640.15	1.00003	35	88
3/6	4.3443%	0.000119022	\$38,694,539,415.36	1.00003	35	90
3/7	4.3372%	0.000118827	\$38,624,146,863.95	1.00001	36	90
3/8	4.3372%	0.000118827	\$38,624,146,863.95	1.00001	36	90
3/9	4.3372%	0.000118827	\$38,624,146,863.95	1.00001	36	90
3/10	4.3341%	0.000118743	\$38,471,780,218.47	1.00004	34	89
3/11	4.3354%	0.000118778	\$38,370,867,051.41	1.00002	34	89
3/12	4.3302%	0.000118635	\$38,225,535,221.20	1.00001	36	90
3/13	4.3237%	0.000118458	\$38,159,199,894.21	1.00003	36	90
3/14	4.3210%	0.000118383	\$38,232,280,095.69	1.00000	36	90
3/15	4.3210%	0.000118383	\$38,232,280,095.69	1.00000	36	90
3/16	4.3210%	0.000118383	\$38,232,280,095.69	1.00000	36	90
3/17	4.3255%	0.000118508	\$38,375,627,677.08	1.00000	35	88
3/18	4.3286%	0.000118593	\$38,514,965,180.75	1.00000	39	92
3/19	4.3227%	0.000118429	\$38,451,327,244.19	1.00001	40	94
3/20	4.3126%	0.000118153	\$38,393,080,534.35	1.00001	41	96
3/21	4.3146%	0.000118208	\$38,338,605,522.55	1.00001	41	96
3/22	4.3146%	0.000118208	\$38,338,605,522.55	1.00001	41	96
3/23	4.3146%	0.000118208	\$38,338,605,522.55	1.00001	41	96
3/24	4.3212%	0.000118389	\$38,222,704,409.79	1.00000	39	93
3/25	4.3265%	0.000118535	\$38,255,777,020.95	1.00001	39	92
3/26	4.3382%	0.000118856	\$38,131,869,566.85	1.00001	38	98
3/27	4.3487%	0.000119143	\$38,022,932,840.50	1.00000	38	98
3/28	4.3490%	0.000119151	\$37,865,853,161.30	1.00001	39	99
3/29	4.3490%	0.000119151	\$37,865,853,161.30	1.00001	39	99
3/30	4.3490%	0.000119151	\$37,865,853,161.30	1.00001	39	99
3/31	4.3488%	0.000119145	\$37,879,422,850.83	1.00001	37	97
Averages:	4.3345%	0.000118754	\$38,421,181,370.31	1.00002	37	92

**TEXPOOL Prime****Portfolio by Maturity (%)***As of March 31, 2025***Portfolio by Type of Investment (%)***As of March 31, 2025***Portfolio Asset Summary as of March 31, 2025**

	Book Value	Market Value
Uninvested Balance	\$645.76	\$645.76
Receivable for Investments Sold	0.00	0.00
Accrual of Interest Income	10,047,363.82	10,047,363.82
Interest and Management Fees Payable	-60,107,267.59	-60,107,267.59
Payable for Investments Purchased	0.00	0.00
Accrued Expenses & Taxes	-23,753.41	-23,753.41
Repurchase Agreements	4,251,524,000.00	4,251,524,000.00
Commercial Paper	10,660,184,643.48	10,660,184,643.48
Mutual Fund Investments	0.00	0.00
Government Securities	0.00	0.00
Variable Rate Notes	902,000,000.00	902,057,313.50
Total	\$15,763,625,632.06	\$15,763,682,945.56

Market value of collateral supporting the Repurchase Agreements is at least 102% of the Book Value. The portfolio is managed by Federated Investment Counseling and the assets are safe kept in a separate custodial account at State Street Bank in the name of TexPool Prime. The assets of TexPool Prime are the only source of payments to the Participants. There is no secondary source of payment for the pool such as insurance or State guarantee. Should you require a copy of the portfolio, please contact TexPool Participant Services

Participant Summary

	Number of Participants	Balance
School District	170	\$5,787,349,300.32
Higher Education	19	\$1,042,238,938.53
County	57	\$1,255,231,276.42
Healthcare	25	\$494,843,025.95
Utility District	86	\$566,789,597.24
City	133	\$2,614,647,028.87
Emergency Districts	37	\$219,361,333.44
Economic Development Districts	25	\$55,710,228.47
Transit/Toll Authorities	10	\$1,257,470,295.63
River/Port Authorities	8	\$847,555,606.26
Other	83	\$1,622,625,967.39



TexPool Prime

Daily Summary

Date	Money Mkt. Fund Equiv. (SEC Std.)	Dividend Factor	TexPool Prime Invested Balance	NAV	WAM Days	WAL Days
3/1	4.4871%	0.000122933	\$15,842,788,994.43	1.00011	49	59
3/2	4.4871%	0.000122933	\$15,842,788,994.43	1.00011	49	59
3/3	4.4779%	0.000122683	\$15,854,967,062.16	1.00012	47	57
3/4	4.4663%	0.000122365	\$15,874,018,198.63	1.00017	47	57
3/5	4.4669%	0.000122381	\$15,872,037,914.11	1.00016	47	56
3/6	4.4689%	0.000122436	\$15,816,998,214.02	1.00016	46	56
3/7	4.4679%	0.000122409	\$15,841,424,772.17	1.00001	47	57
3/8	4.4679%	0.000122409	\$15,841,424,772.17	1.00001	47	57
3/9	4.4679%	0.000122409	\$15,841,424,772.17	1.00001	47	57
3/10	4.4692%	0.000122444	\$15,849,636,141.35	1.00015	45	59
3/11	4.4641%	0.000122305	\$15,866,770,700.75	1.00017	44	62
3/12	4.4662%	0.000122363	\$15,920,344,094.30	1.00015	44	64
3/13	4.4631%	0.000122277	\$15,838,931,912.64	1.00014	44	65
3/14	4.4635%	0.000122287	\$15,781,265,112.85	0.99999	44	65
3/15	4.4635%	0.000122287	\$15,781,265,112.85	0.99999	44	65
3/16	4.4635%	0.000122287	\$15,781,265,112.85	0.99999	44	65
3/17	4.4661%	0.000122359	\$15,859,261,600.01	1.00010	41	63
3/18	4.4663%	0.000122364	\$15,853,593,750.38	1.00008	41	62
3/19	4.4625%	0.000122260	\$15,890,123,992.19	1.00007	43	66
3/20	4.4620%	0.000122247	\$15,844,420,919.07	1.00009	43	67
3/21	4.4625%	0.000122259	\$15,751,429,271.49	0.99993	44	67
3/22	4.4625%	0.000122259	\$15,751,429,271.49	0.99993	44	67
3/23	4.4625%	0.000122259	\$15,751,429,271.49	0.99993	44	67
3/24	4.4638%	0.000122297	\$15,832,477,126.11	1.00007	42	65
3/25	4.4638%	0.000122297	\$15,923,321,177.21	1.00005	45	67
3/26	4.4701%	0.000122468	\$15,973,316,093.91	1.00005	44	67
3/27	4.4744%	0.000122586	\$15,911,841,539.79	1.00005	44	67
3/28	4.4758%	0.000122624	\$15,760,284,372.87	0.99990	45	67
3/29	4.4758%	0.000122624	\$15,760,284,372.87	0.99990	45	67
3/30	4.4758%	0.000122624	\$15,760,284,372.87	0.99990	45	67
3/31	4.4787%	0.000122705	\$15,763,625,632.06	1.00010	42	64
Averages:	4.4688%	0.000122434	\$15,835,694,967.12	1.00005	45	63



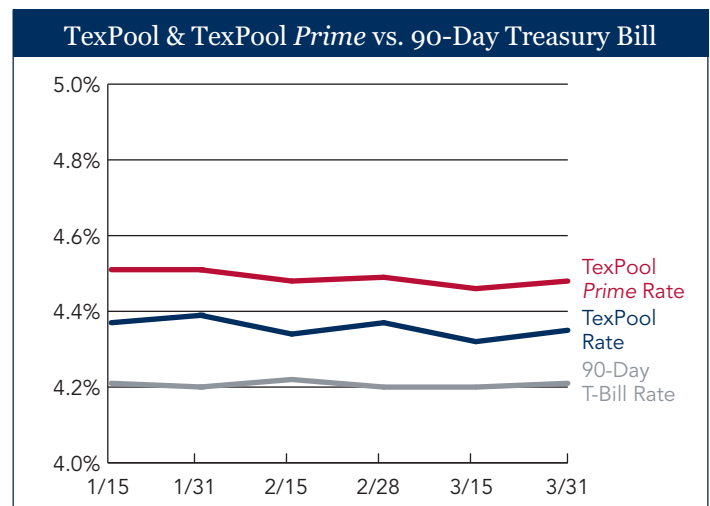
Participant Services
1001 Texas Ave. Suite 1150
Houston, TX 77002

We aren't so sure, and neither are some of his colleagues, including those who spoke after the meeting. Atlanta Fed President Raphael Bostic told Bloomberg, "I'm not going to say that word; nope." And St. Louis Fed President Alberto Musalem said he was "wary" of presuming tariff pressure on prices would abate after a short-lived spike.

Besides keeping rates high, suggesting easing won't arrive until the second half of this year and downgrading projections, the biggest decision the Committee made was to reduce the monthly pace of quantitative easing from \$25 billion to \$5 billion. That will curtail Treasury supply for cash managers, but not overly so. We are happy that the number of mortgage-backed securities rolling off the Fed balance sheet remained at \$35 billion as the industry uses those securities as collateral in overnight repo transactions.

Powell was right about one point: policymakers' decision to keep the target range at 4.25-4.5% and their economic projections were based on data that didn't reflect the tariff turmoil. And even when data is incorporated, its impact will be messy and best ignored. Powell emphasized they will attempt to avoid making policy decisions due to "what-ifs."

At the end of the month, yields on 1-, 3-, 6- and 12-month US Treasuries were 4.30%, 4.30%, 4.23% and 4.03%, respectively.



90-Day Treasury Bill is a short-term debt instrument backed by the national government. These are used to collect immediate cash to meet outstanding obligations.

Any private investor can invest in a Treasury bill. The 90-Day Treasury Bill is a weighted average rate of the weekly auctions of 90-Day Treasury Bills.

Past performance is no guarantee of future results.