



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
JUNE 17, 2025
6:00 PM

1. CALL TO ORDER, ESTABLISH QUORUM

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

2. CERTIFICATION OF PUBLIC NOTICE

3. DISCLOSURE OF CONFLICT OF INTEREST

4. CITY MANAGER'S REPORT

A. City of Edinburg Events

- Juneteenth Commemorative Ceremony
- Movies with a Cop

B. Texas Cook'em High Steaks in Edinburg

5. PROCLAMATIONS/RECOGNITIONS

- A. Presentation of Proclamation Recognizing June 2025 as Elder Abuse Awareness Month as Requested by the Texas Department of Family and Protective Services. [Clarice Y. Balderas, City Secretary]
- B. Presentation of Proclamation Recognizing June 2025 as National Cancer Survivors Month as Requested by Doctors Hospital at Renaissance. [Clarice Y. Balderas, City Secretary]

6. PUBLIC COMMENTS

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

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

following this procedure.

7. PRESENTATION AND REPORT

- A.** Presentation and Possible Action Regarding Insurance Consultant's Recommendation for City of Edinburg Employee Group Insurance Products and Voluntary Insurance Products for FY 2025-2026. [Erica Balli, Director of Human Resources]

8. PUBLIC HEARINGS

- A.** Hold Public Hearing and Consider the Ordinances Providing for the Comprehensive Plan Amendment from Auto-Urban Uses to Multi-Family Residential Uses and the Rezoning Request from Residential, Primary (RP) District to Residential, Multi-Family (RM) District, Lots 10, 11, And 12, Block 4, Hilcrest Subdivision, Located at 1115 South 8th Avenue, as Requested by Sarah Rodriguez. **(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 Auto-Urban Uses and Neighborhood Commercial Uses to General Commercial Uses and the Rezoning Request from Commercial, Neighborhood (CN) District to Commercial, General (CG) District, Being 0.836 of One Acre Out of Lot 1, Block 2, Steele and Pershing Subdivision, According to the Plat thereof Recorded in Volume 8, Pages 114 – 115, Hidalgo County Deed Records, Located at 2610 West Canton Road, as Requested by Melden & Hunt, Inc. [Jaime Acevedo, Director of Planning & Zoning]
- C.** Hold Public Hearing and Consider the Ordinances Providing for the Comprehensive Plan Amendment from Auto-Urban Uses to Suburban Uses and the Rezoning Request from Agriculture and Open Space (AO) District to Residential, Suburban (RS) District, a 16.277 Acre Tract of Land Out of Blocks 37 and 38, Santa Cruz Ranch Subdivision, as Recorded in Volume Z and Page 161, Deed Records, Hidalgo County, Texas, Located at 5161 N I- 69C, as Requested by RK Development & Construction LLC. [Jaime Acevedo, Director of Planning & Zoning]
- D.** Hold Public Hearing and Consider the Ordinances Providing for the Comprehensive Plan Amendment from General Commercial Uses to Auto-Urban Uses and the Rezoning Request from Commercial, General (CG) District and Residential, Multi-Family (RM) District to Residential, Urban (RU) & Townhome District, 9.51 Acres Out of Part or Portion of Lot 5, Block 1, John Closner Et. Al. Subdivision Recorded in Document #1911-8962, Map Records Hidalgo County, Texas, Located at 2301 East Wisconsin Road, as Requested by Rio Delta Engineering. [Jaime Acevedo, Director of Planning & Zoning]

9. ORDINANCES

- A.** Consider Ordinance Providing for a Temporary Special Use Permit for “Sacred Heart Catholic Church Jesus Feast 2025” to be Held Sunday, June 22, 2025, Being Edinburg Original Townsite, Block 319, Lots 1-5, Located at 216 N. 16th Street at Sacred Heart Catholic Church, as Requested by Sacred Heart Catholic Church. [Jaime Acevedo, Director of Planning and Zoning]
- B.** Consideration and Appropriate Action on an Ordinance Authorizing the Issuance of "City of Edinburg, Texas Combination Tax and Limited Pledge Revenue Certificates of Obligation, Series 2025"; Providing for the Payment of Said Certificates by the Levy of an Ad Valorem Tax Upon All Taxable Property within the City and Further Securing Said Certificates by a Lien on and Pledge of the Pledged Revenues of the City's Municipal Solid Waste Management System; and Resolving Other Matters Incident and Related to the Issuance, Payment, Security, Sale and Delivery of Said

Certificates. [Ascencion Alonzo, Director of Finance]

10. RESOLUTIONS

- A.** Consider Resolution Authorizing the City Manager to Submit a Grant Application to the Federal Emergency Management Agency (FEMA), U.S. Department of Homeland Security Under the Fiscal Year 2024 Staffing for Adequate Fire & Emergency Response (SAFER) Grant Program and Execute Grant Documents Related Thereto. [Omar Garza, Fire Chief]
- B.** Consider Resolution Authorizing the City's Support of the Edinburg Arts Foundation for its Submission of a Grant Application to the Levitt Foundation, Under the Fiscal Year 2026-2028 Levitt Foundation Music Series Grant Program, and Authorize the City Manager to Execute Grant Documents Related Thereto. [Letty Leija, Director of Library & Cultural Arts]

11. ECONOMIC DEVELOPMENT

- A.** Consider Approval of the Edinburg Economic Development Corporation Board of Directors Sponsorship of the 19th Annual Texas Cook'em High Steaks Event in the Amount of \$20,000. [Raudel Garza, Edinburg EDC Executive Director]

12. BUDGET

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

13. APPOINTMENTS

- A.** Consider Appointments to the Following City Advisory Boards, Councils, Commissions and Committees: Civil Service Commission, One Member; Edinburg Economic Development Corporation Board of Directors, Four Members; Public Library Board, Two Members; Recreation and Parks Board, Two Members. [Clarice Y. Balderas, City Secretary]

14. CONSENT AGENDA

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

- A.** Consider Authorizing the City Manager to Enter Into a Waterline Access Agreement with North Alamo Water Supply Corporation to Provide Fire Protection Services for Canton Hills Subdivision. [Gerardo Carmona Jr, P.E., Director of Utilities]
- B.** Consider Authorizing the City Manager to Enter Into an Aid-of-Construction Agreement with AEP Texas for the Installation of Streetlights, in the Amount of \$35,349.52 for West Sprague Street Between McColl Road and West City Limits. [Vince Romero, Director of Public Works]
- C.** Consider Authorizing the Renewal of a Three (3) Year Term of an End Point Patch Management System Through Carahsoft Technology Corp Through Omnia EDU Contract Number R191902 in the Amount of \$147,717 and Authorize the City Manager to Execute Any Documents Related Thereto. [Daniel Vera, Director of Information Technology]

- D.** Consider Authorizing the City Manager to Enter Into an Agreement with Hanson Professional Services, Inc. Based on RFQ No. 2021-001, in the Amount of \$349,600.00 for FY 2025 Semi-Annual Compliance Monitoring and Reporting for the Edinburg Regional Sanitary Landfill Facility in Accordance with the Current Operational Permit Obligations and Authorize the City Manager to Execute Any Documents Related Thereto. [Ramiro L. Gomez, Director of Solid Waste Management]

15. OTHER BUSINESS

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

16. 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.** Deliberation Regarding Economic Development Matters. (§551.087. Economic Development Negotiations; Closed Meeting)
- B.** Deliberation Regarding Economic Development Matters. Project Watt. (§551.087. Economic Development Negotiations; Closed Meeting)
- C.** Consultation with City Attorney. (551.071 Consultation with Attorney; Closed Meeting)
- D.** Discussion and Possible Action Regarding the Purchase, Exchange, Lease, or Value of Real Property. (§551.071 Consultation with Attorney; §551.072 Deliberation Regarding Real Property; Closed Meeting; §551.087 Deliberation Regarding Economic Development Negotiations; Closed Meeting.)
1. Landfill
- E.** Consultation with City Attorney Regarding C-3523-23-F; Texas Cordia v. COE. (§551.071. Consultation with Attorney; Closed Meeting; §551.087
- F.** Deliberation Regarding Economic Development Matters. Project Lakes. (§551.087 Economic Development Negotiations; Closed Meeting)
- G.** Deliberation Regarding Economic Development Matters. Project Alberta. (§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.

17. 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 June 13, 2025 at 6:30 p.m.

By: /s/ Clarice Y. Balderas
Clarice Y. Balderas, City Secretary

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: June 17, 2025

PROCLAMATIONS/RECOGNITIONS

Agenda Item No: 5.A.

Proclamation: Elder Abuse Awareness Month

1. Agenda Item:

Presentation of Proclamation Recognizing June 2025 as Elder Abuse Awareness Month as Requested by the Texas Department of Family and Protective Services. [Clarice Y. Balderas, City Secretary]

2. Description:

Abuse affects men and women of all income and ability levels, and all cultural and ethnic backgrounds in all communities. It takes the efforts of an entire community working together to spread awareness, and strengthen the efforts to prevent, report and address elder abuse.

The Edinburg City Council would like to recognize June 2025 as Elder Abuse Awareness Month.

3. Staff's Recommendation:

Present Proclamation Recognizing June 2025 as Elder Abuse Awareness Month.

Reviewed by:

Clarice Balderas, City Secretary

Prepared by:

Maria Ortiz, Administrative Assistant

Attachments:

A. Elder Abuse Awareness Month 2025

PROCLAMATION



ELDER ABUSE AWARENESS MONTH JUNE 2025

WHEREAS, older adults and people with disabilities of diverse backgrounds contribute to the wellbeing of this city every day, enriching our community by working, caregiving, volunteering and actively preserving customs, rituals, and traditions; and,

WHEREAS, as we age, we build momentum by accumulating knowledge, experience, insight, and wisdom that can be shared to enrich our community; and,

WHEREAS, abuse of older adults and people with disabilities in domestic and institutional settings is a wide-spread problem, affecting hundreds of thousands of people, not just in this community but across Texas; and,

WHEREAS, there were 123,852 reports of abuse of older adults and people with disabilities in Texas in 2024; and,

WHEREAS, abuse against older adults and people with disabilities is grossly underreported because of social stigma, embarrassment, and fear; and,

WHEREAS, adult abuse affects men and women of all income and ability levels, all cultural and ethnic backgrounds, in all communities; and,

WHEREAS, many of the cases investigated by Adult Protective Services in Texas involve self-neglect and it is our duty as citizens to reach out to people in need; and,

WHEREAS, elder abuse is everyone's business, it is important to strengthen our efforts to prevent, report, and address elder abuse.

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

ELDER ABUSE AWARENESS MONTH

and encourage everyone to work together to reduce abuse and neglect of older adults and people with disabilities.

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 17th day of June, 2025.

CITY OF EDINBURG, TEXAS

By: _____
Ramiro Garza, Jr., Mayor

ATTEST:

By: _____
Clarice Y. Balderas, City Secretary





CITY OF EDINBURG - CITY COUNCIL

Meeting Date: June 17, 2025

PROCLAMATIONS/RECOGNITIONS

Agenda Item No: 5.B.

Proclamation: National Cancer Survivors Month

1. Agenda Item:

Presentation of Proclamation Recognizing June 2025 as National Cancer Survivors Month as Requested by Doctors Hospital at Renaissance. [Clarice Y. Balderas, City Secretary]

2. Description:

A “cancer survivor” is defined as anyone living with a history of cancer – from the moment of diagnosis through the remainder of life, and there are more than 18 million cancer survivors in America.

National Cancer Survivors Month celebrates, honors, supports and acknowledges people who are living with a cancer diagnosis, while also respecting that there is no right or one way to do this. Honor their perspectives, choices and what they deem important milestones for them.

The Edinburg City Council would like to recognize June 2025, as National Cancer Survivors Month.

3. Staff's Recommendation:

Present Proclamation Recognizing June 2025, as National Cancer Survivors Month.

Reviewed by:

Clarice Balderas, City Secretary

Prepared by:

Maria Ortiz, Administrative Assistant

Attachments:

A. National Cancer Survivors Month 2025

PROCLAMATION



NATIONAL CANCER SURVIVORS MONTH JUNE 2025

WHEREAS, a “cancer survivor” is anyone living with a history of cancer – from the moment of diagnosis through the remainder of life, cancer survivors are living testaments to the progress made in cancer detection, treatment, and research; their stories offer hope and inspiration to those who are newly diagnosed; and,

WHEREAS, National Cancer Survivors Month serves as a reminder that life after cancer can be rewarding and productive, and that those living with cancer deserve continued access to medical care, emotional support, and quality of life; and,

WHEREAS, the City of Edinburg is home to countless survivors whose resilience and determination inspires the community, as well as the healthcare professionals, nonprofits, and advocacy organizations that provide essential services, support groups, education, and hope to individuals and families affected by cancer; and,

WHEREAS, the number of cancer survivors is projected to increase to 22.2 million by 2030, and increased access to effective cancer treatments, and necessary psychosocial resources – especially among minorities and the medically underserved – must be a top priority in our community; and,

WHEREAS, National Cancer Survivors Month celebrates, honors, supports and acknowledges people who are living with a cancer diagnosis, while also respecting that there is no one or right way to do this. We want to encourage colleagues, family, friends and healthcare providers to ask what people need and honor their perspectives, choices and what they deem as important milestones for them; and,

WHEREAS, the City of Edinburg, honors all cancer survivors for their courage, determination, perseverance and stands in solidarity with cancer survivors and their loved ones, and acknowledges the importance of continued research, education, and advocacy in the fight to end cancer.

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

NATIONAL CANCER SURVIVORS MONTH

and encourage everyone to join in this exuberant Celebration of Life.

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 17th day of June, 2025.

CITY OF EDINBURG, TEXAS

By: _____
Ramiro Garza, Jr., Mayor

ATTEST:

By: _____
Clarice Y. Balderas, City Secretary





CITY OF EDINBURG - CITY COUNCIL

Meeting Date: June 17, 2025
PRESENTATION AND REPORT
Agenda Item No: 7.A.
Presentation: Insurance Products

1. **Agenda Item:**

Presentation and Possible Action Regarding Insurance Consultant's Recommendation for City of Edinburg Employee Group Insurance Products and Voluntary Insurance Products for FY 2025-2026. [Erica Balli, Director of Human Resources]

2. **Description:**

On May 21, 2025, City Council awarded RFP No. 2025-005, Insurance Benefit Consultant to Valley Risk Consulting, Inc.

The City's Insurance Consultant, Roger Garza with Valley Risk Consulting, Inc., will provide an update on the city's group insurance products, voluntary insurance products, renewal information, and other options for fiscal year 2025-2026.

The Human Resources Department has met with the consultant to discuss the proposed renewal rates and recommendations. Based on the current renewal rates, the consultant recommends that the City authorize city administration to solicit proposals for Fully Funded/Self-Funded Medical Insurance, Pharmacy Benefit Management, Stop Loss Insurance (medical & Rx), and all Employee-Paid Voluntary Insurance Products, including Employer Paid Life, Third-Party Administrator for Section 125 Cafeteria Plan, 457 Retirement Plan, Consolidated Billing, and Benefit Administration System Management.

The core insurance products of health, dental, vision and life insurance are being proposed by the carrier at the following increases for fiscal year 2025-2026, if bundled together.

Blue Cross Blue Shield

Health- 4.9% increase

Dental- 14.9% increase

Vision- 0% increase

Blue Cross Blue Shield dba Dearborn National

Group Life Insurance- 0% increase

Voluntary Life Insurance- 0% increase

Madison National

Long Term Disability - 0% increase

The following voluntary insurance product carriers have proposed a zero (0%) percent increase for fiscal year 2025-2026:

Texas Legal

Legal

Colonial Life & Accident Insurance Company
Cancer
Hospital Indemnity

MASA
Medical Transportation

Pet Partners
Pet Insurance

Voya Financial
Short-Term Disability

Texas Republic
Permanent/Universal Life

Wellfleet dba Bay Bridge Administrators
Accident
Critical Illness

3. Staff's Recommendation:

Presentation and Possible Action Regarding Insurance Consultant's Recommendation for City of Edinburg Employee Group Insurance Products and Voluntary Insurance Products for FY 2025-2026.

Reviewed by:

Prepared by:
Erica Balli, Director of
Human Resources

Attachments:

A. City of Edinburg Health Plan Overview 06132025



Plan Overview

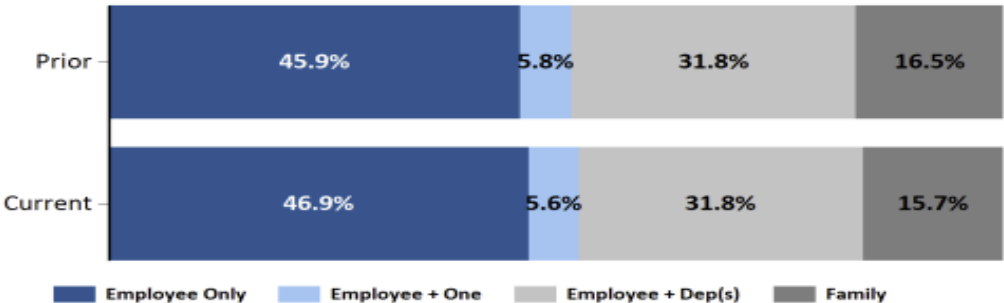


Enrollment Overview

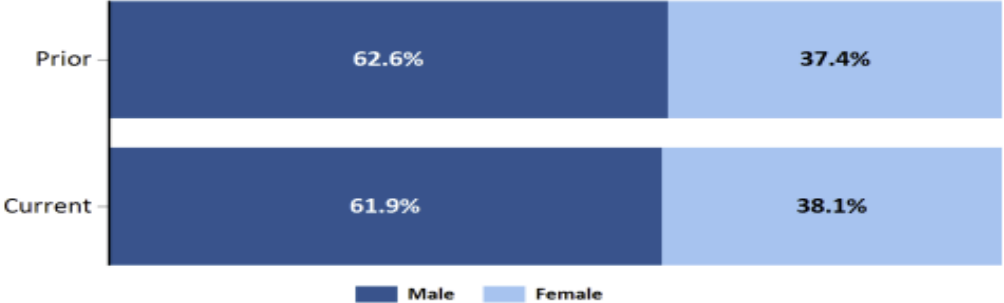
Report Description: Provides the current enrollment based on the current period.

Month	Medical Subscribers	Medical Members	Pharmacy Subscribers	Pharmacy Members	Dental Subscribers	Dental Members
Oct 2024	1,103	1,738	1,103	1,738	1,076	1,820
Nov 2024	1,091	1,717	1,091	1,717	1,069	1,801
Dec 2024	1,101	1,725	1,101	1,725	1,077	1,808
Jan 2025	1,098	1,717	1,098	1,717	1,077	1,808
Feb 2025	1,089	1,709	1,089	1,709	1,066	1,797
Mar 2025	1,096	1,718	1,096	1,718	1,072	1,798
Apr 2025	1,092	1,709	1,092	1,709	1,067	1,783
May 2025						
Jun 2025						
Jul 2025						
Aug 2025						
Sep 2025						

Enrollment by Tier



Enrollment by Gender



Plan Overview

Financial Overview: Medical & Pharmacy Loss Ratio

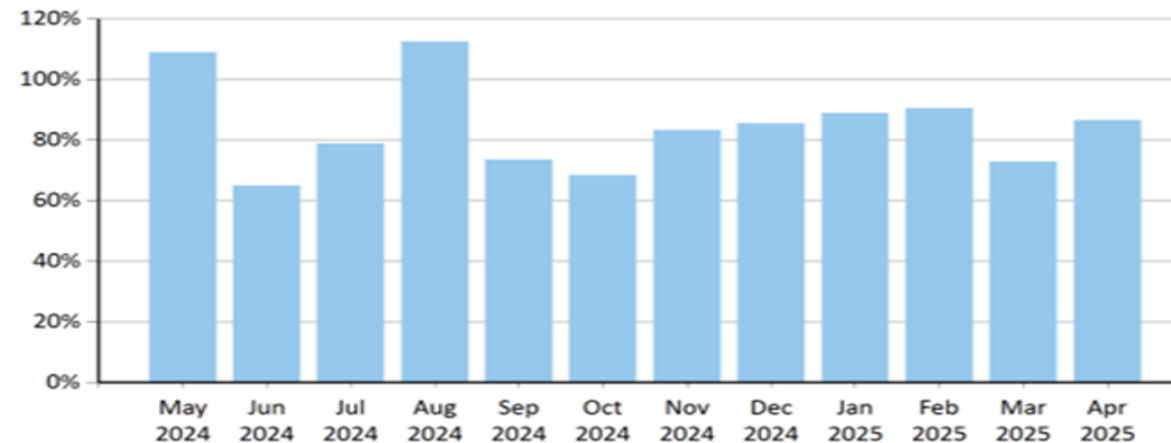


Report Description: Provides the medical and pharmacy loss ratio and claims for the most recent reported twelve months.

Month	Premium	Medical Paid Claims	Pharmacy Paid Claims	Capitation	VBC Payments	Total Paid	Medical and Pharmacy Loss Ratio
May 2024	\$809,231	\$632,889	\$248,475	\$0	\$313	\$881,677	109.0%
Jun 2024	\$803,815	\$370,284	\$151,745	\$0	\$294	\$522,323	65.0%
Jul 2024	\$798,860	\$420,750	\$208,148	\$0	\$256	\$629,154	78.8%
Aug 2024	\$801,329	\$648,111	\$252,963	\$0	\$12	\$901,085	112.5%
Sep 2024	\$801,739	\$406,452	\$183,115	\$0	\$9	\$589,577	73.5%
Oct 2024	\$808,327	\$374,021	\$179,023	\$0	\$6	\$553,050	68.4%
Nov 2024	\$802,102	\$441,818	\$226,509	\$0	\$4	\$668,331	83.3%
Dec 2024	\$805,199	\$499,700	\$188,638	\$0	\$258	\$688,597	85.5%
Jan 2025	\$800,881	\$538,424	\$172,924	\$0	\$253	\$711,601	88.9%
Feb 2025	\$799,544	\$490,068	\$233,475	\$0	\$5	\$723,548	90.5%
Mar 2025	\$802,685	\$374,099	\$209,677	\$0	\$244	\$584,020	72.8%
Apr 2025	\$800,226	\$518,250	\$174,483	\$0	\$250	\$692,982	86.6%
Summary	\$9,633,940	\$5,714,865	\$2,429,177	\$0	\$1,903	\$8,145,945	84.6%

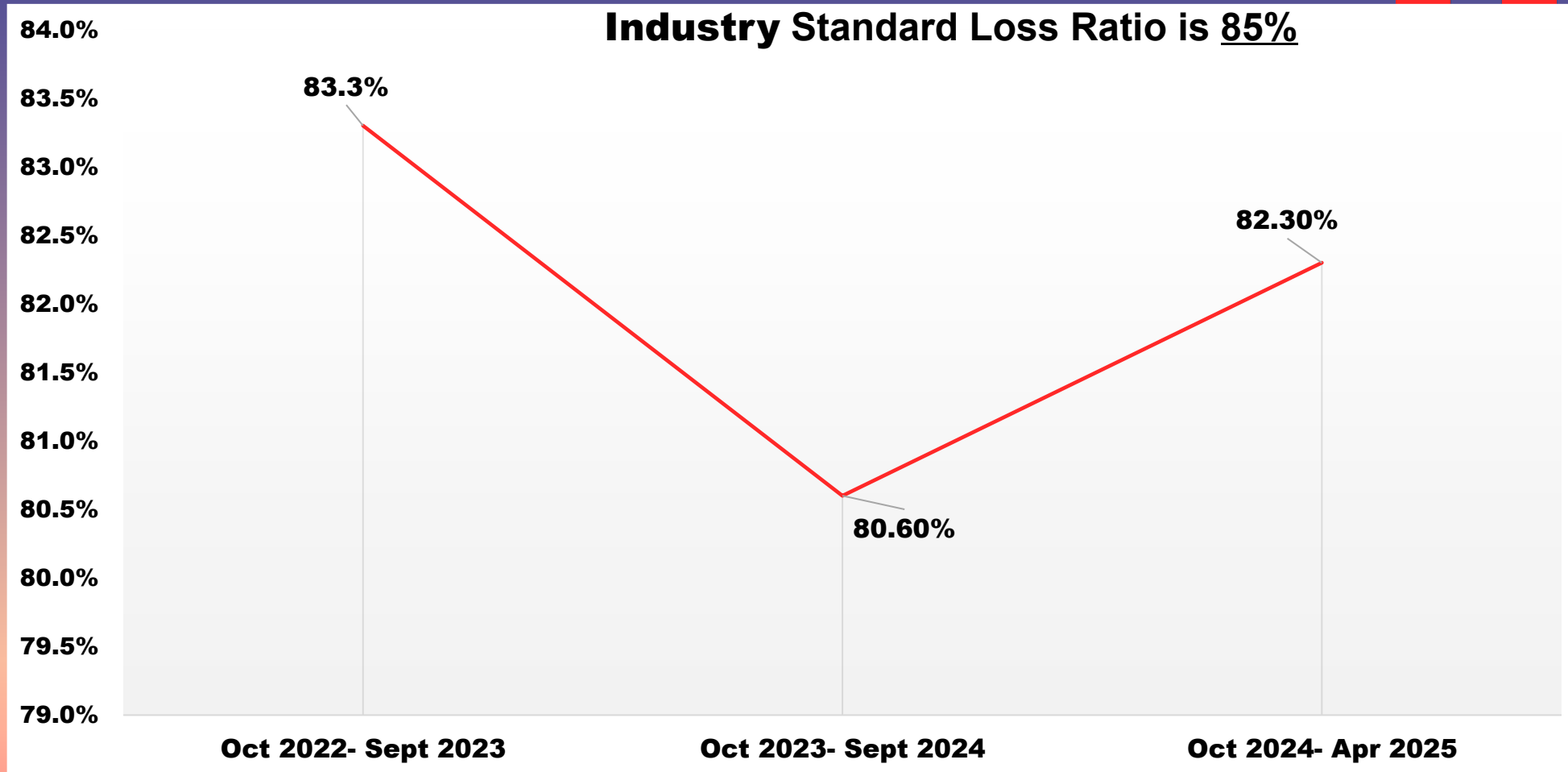
Effective delivery techniques

Loss Ratio By Month



Key Findings: The medical and pharmacy loss ratio for the most recent reported month was **2.0% higher** than the average of the most recent reported twelve months, which was 84.6%.

Loss Ratio Trend 2022-Current



Consultant Recommendations

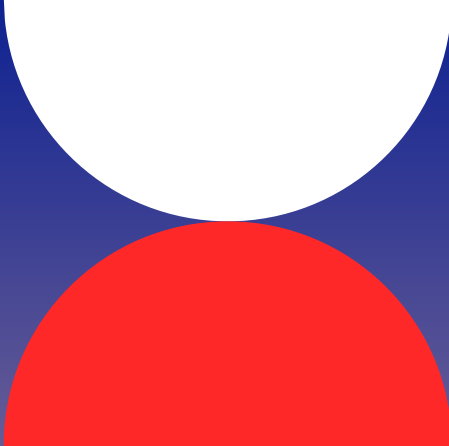
1. Solicit proposals for both Fully Funded and Self Funded Plans to obtain the most competitive offers for healthcare benefits.

- ☐ **Fully Funded** - The City assumes the financial risk for providing healthcare benefits, including medical, dental, and vision insurance, to employees. Instead of paying premiums to an insurance carrier, the City pays for medical claims directly as they are incurred.
- ☐ **Self Funded** - The City pays a fixed premium to an insurance carrier, which assumes the financial risk and is responsible for paying all covered medical claims.

2. Solicit proposals for:

- ☐ **All Voluntary Insurance Products**
- ☐ **Third Party Administrator (TPA) to administer:**
 - **Cafeteria Section 125 Plan**
 - **457 Retirement Plan**
 - **Consolidated Billing**
 - **Enrollment Platform**





Questions?





CITY OF EDINBURG - CITY COUNCIL

Meeting Date: June 17, 2025

PUBLIC HEARINGS

Agenda Item No: 8.A.

Public Hearing: Rezoning Request Sarah Rodriguez

1. **Agenda Item:**

Hold Public Hearing and Consider the Ordinances Providing for the Comprehensive Plan Amendment from Auto-Urban Uses to Multi-Family Residential Uses and the Rezoning Request from Residential, Primary (RP) District to Residential, Multi-Family (RM) District, Lots 10, 11, And 12, Block 4, Hilcrest Subdivision, Located at 1115 South 8th Avenue, as Requested by Sarah Rodriguez. **(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 northwest intersection of South 8th Street and West Canal Street. The property consists of three lots for a total lot width of 160 feet and a lot depth of 204.60 feet for a lot area of approximately 32,736 square feet (0.75 acre). The property is currently zoned Residential, Primary (RP) District, which is the primary residential district, intended to permit a wide range of single-family residential uses. The lots are part of the Hilcrest Subdivision that was recorded in 1929. The requested zoning designation is the Residential, Multi-family (RM) District, which is a high intensity residential district intended to accommodate various multifamily residential uses (2 or more dwelling units on a single lot). There is an existing residential home at this location and the applicant indicated the reason for the zone change is to convert the single family home to multi-family units.

Adjacent zoning is Residential, Primary (RP) District to the north, east, and south, and Residential, Suburban (RS) District to the West. Surrounding land consists of residential uses and Cenizo park. The future land use designation for this property is for Auto-Urban Uses.

Staff mailed a notice of the public hearing to 36 neighboring property owners on Friday, April 25, 2025, and received no comments in favor and six against this request at the time this report was prepared. A petition was also provided for the City Council's review. Notice of this public hearing was published in the newspaper on May 28, 2025.

On May 2, 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 May 8, 2025, the Planning & Zoning Commission recommended with a unanimous vote of 6-0 to deny the Comprehensive Plan Amendment and the Rezoning Request.

3. **Staff's Recommendation:**

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

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

Reviewed by:

Jaime Acevedo, Director of Planning and Zoning

Jesus Saenz, Assistant City Manager

Approved - 6/13/2025

Final Approval -
6/13/2025

Prepared by:

Rita Guerrero, Assistant
Director of Planning and
Zoning

Attachments:

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

MEETING DATES:
PLANNING & ZONING COMMISSION – 05/08/25
CITY COUNCIL – 06/17/25
DATE PREPARED – 05/01/25

STAFF REPORT
GENERAL INFORMATION

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

APPLICANT: Sarah Rodriguez

AGENT: N/A

LEGAL: Lots 10, 11, And 12, Block 4, Hilcrest Subdivision

LOCATION: 1115 South 8th Avenue

LOT/TRACT SIZE: approximately 32,736 square feet (0.75 acre)

CURRENT USE: Single-family Residential

PROPOSED USE: Multi-family Residential

EXISTING ZONING: Residential, Primary (RP) District

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

LAND USE PLAN: Auto-Urban Uses

PUBLIC SERVICES: City of Edinburg Water and Sewer

RECOMMENDATION: Staff recommends denial of the Comprehensive Plan Amendment from Auto-Urban Uses to Multi-Family Residential Uses and the Rezoning Request from Residential, Primary (RP) District to Residential, Multi-Family (RM) District based on the adjacent zoning districts, the character of the area, and the Future Land Use.

REZONING REQUEST
SARAH RODRIGUEZ

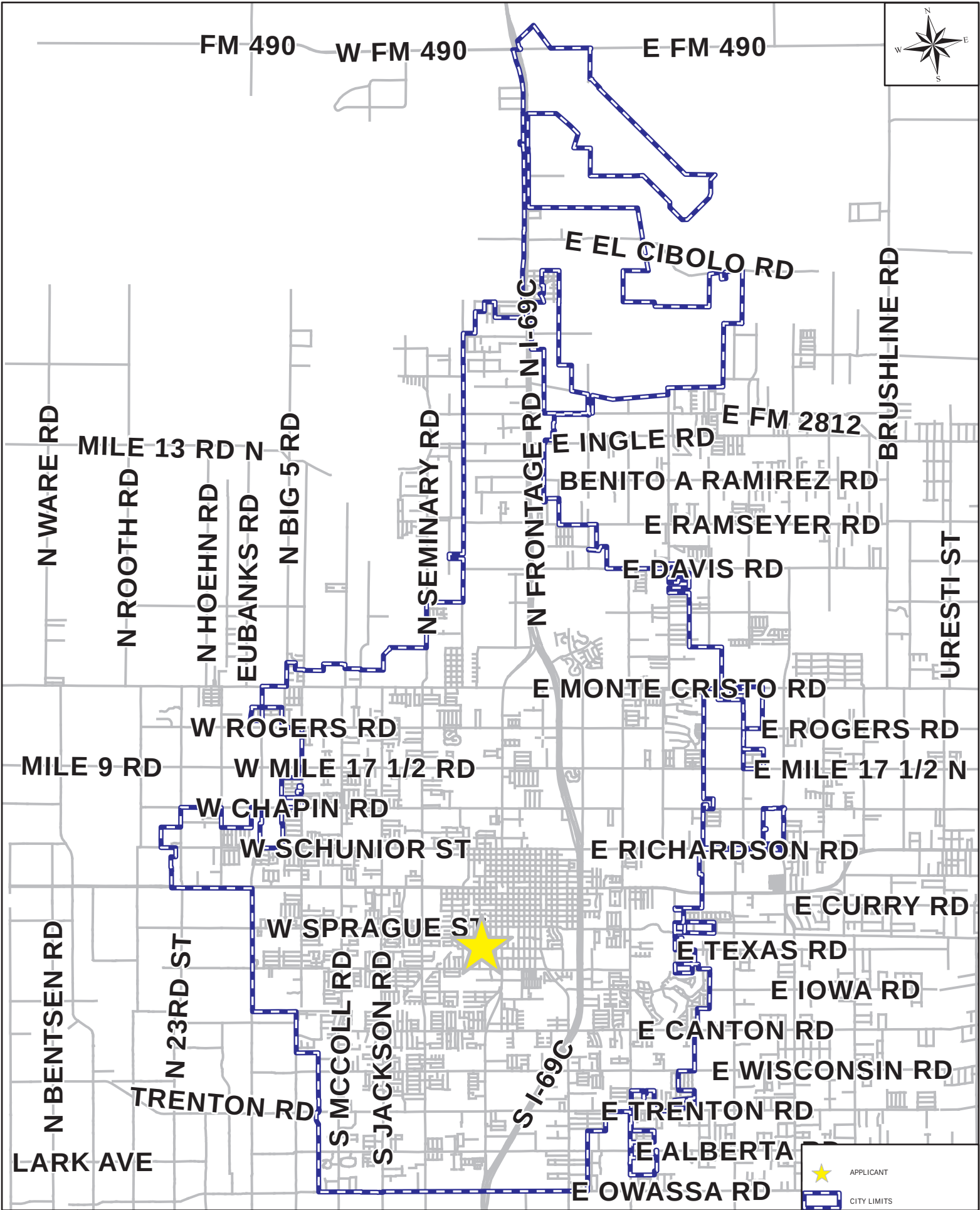
EVALUATION

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

1. There is an existing residential home at this location.
2. Surrounding land consists of residential uses and Cenizo park.
3. The proposed zoning is not consistent with the Future Land Use Plan.

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

Staff mailed a notice of the public hearing to 36 neighboring property owners on Friday, April 25, 2025, and received no comments in favor and six against this request at the time this report was prepared. A petition was also provided for the City Council's review. Notice of this public hearing was published in the newspaper on May 28, 2025.

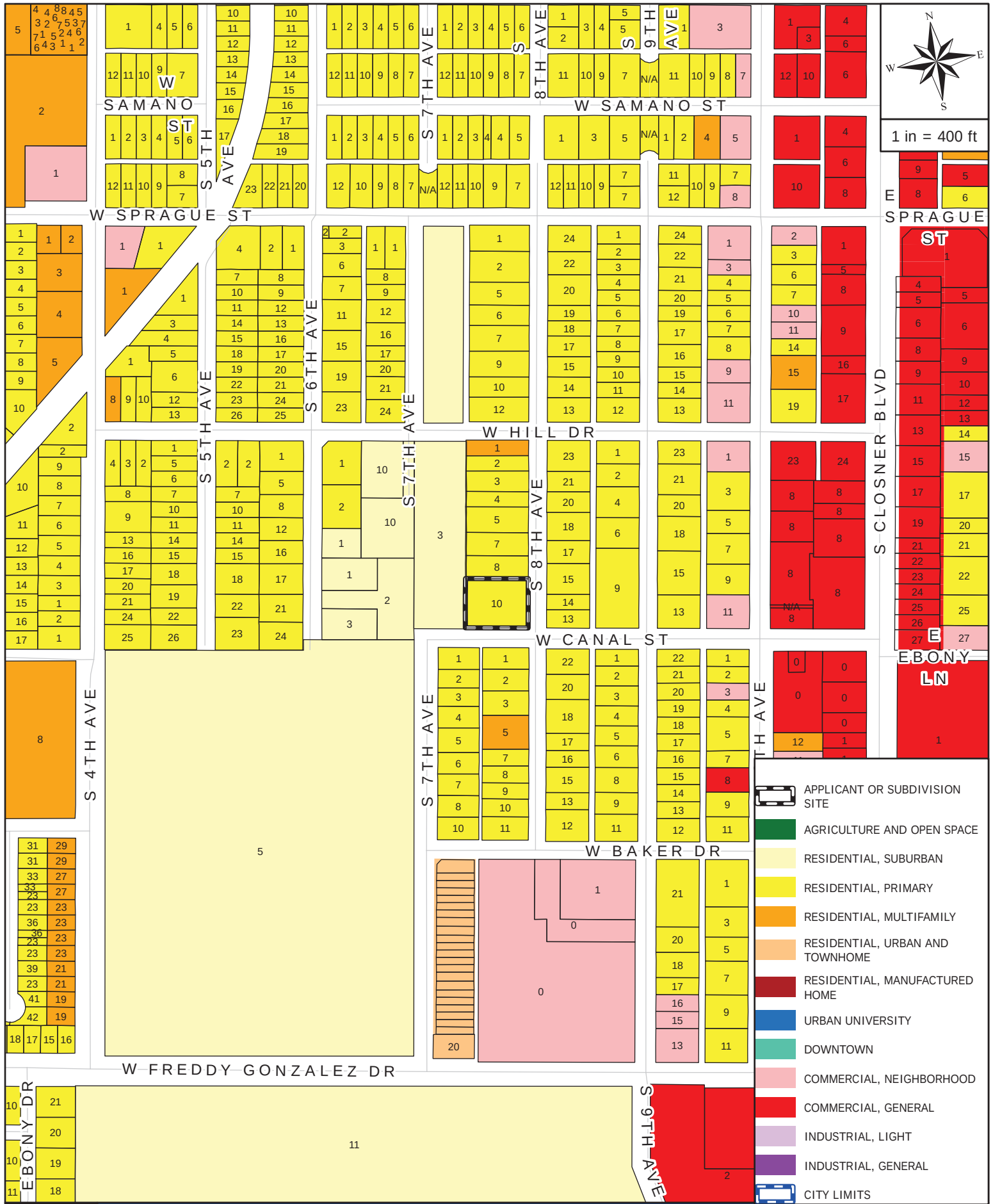




AERIAL MAP

APPLICANT AND/OR SUBDIVISION:

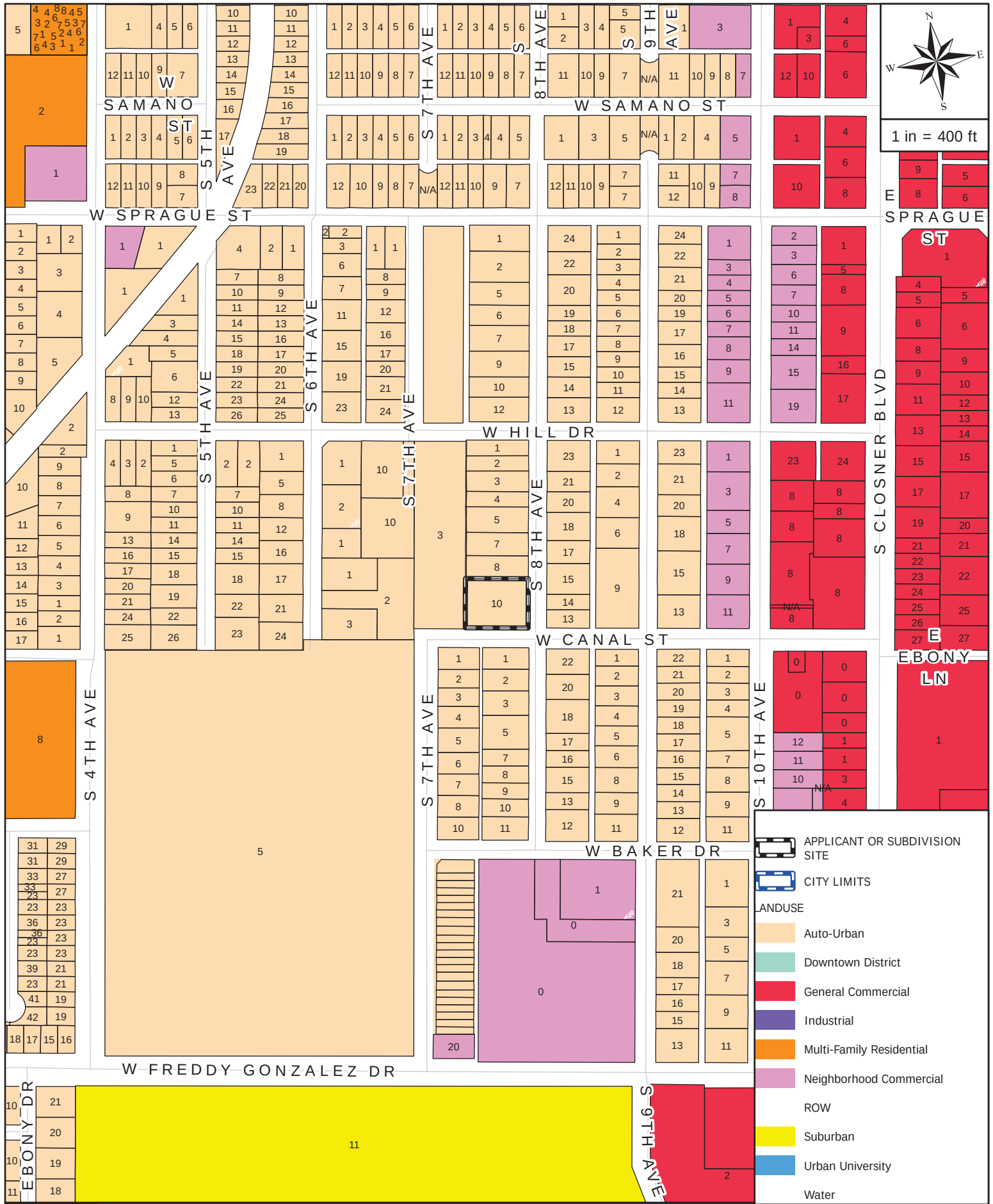
RZNE-2025-0268 1115 S 8TH AVE



ZONING MAP

APPLICANT AND/OR SUBDIVISION:

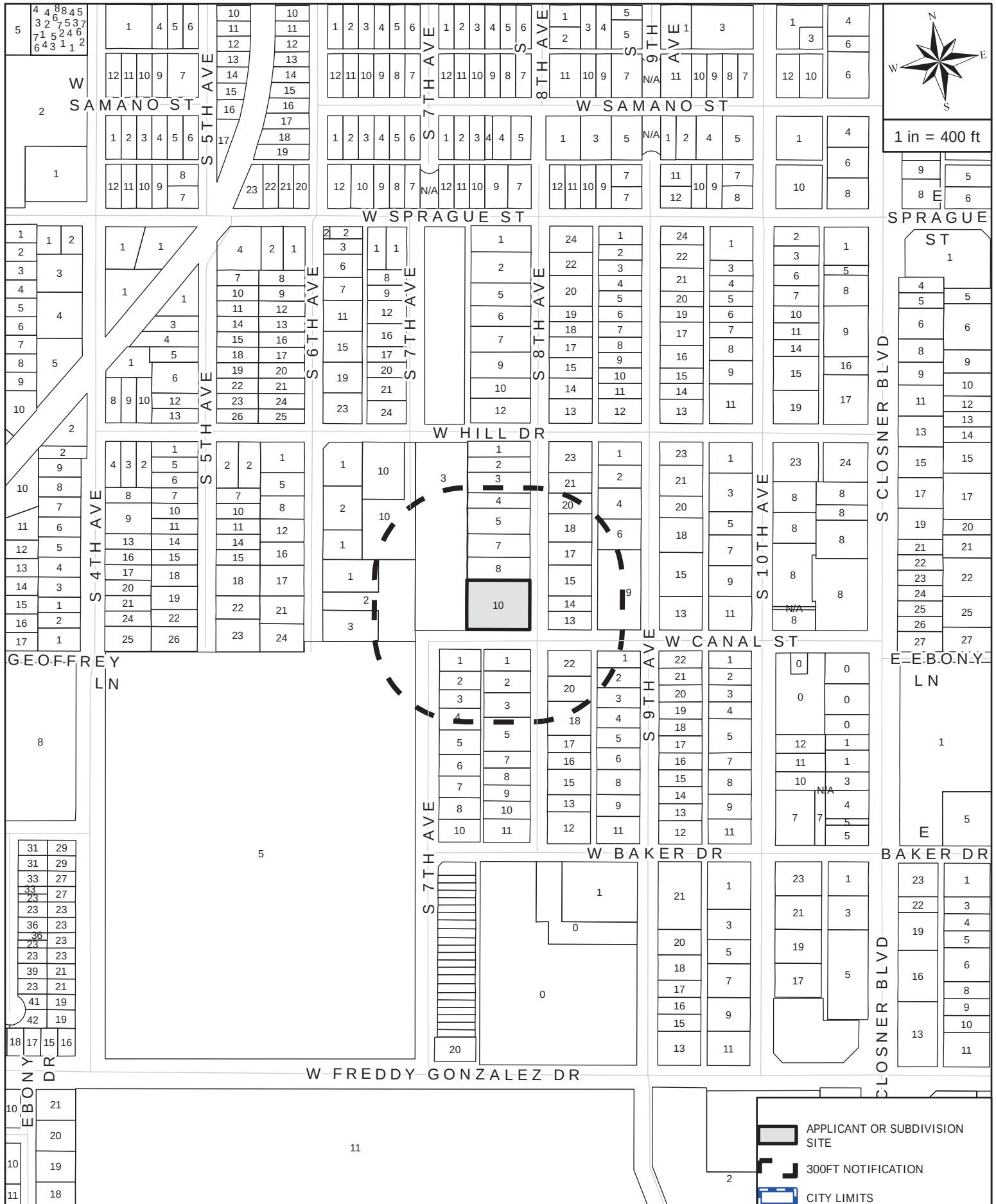
RZNE-2025-0268 1115 S 8TH AVE



FUTURE LANDUSE MAP

APPLICANT AND/OR SUBDIVISION:

RZNE-2025-0268 1115 S 8TH AVE



MAILOUT AND SITE MAP **APPLICANT AND/OR SUBDIVISION:**

RZNE-2025-0268 1115 S 8TH AVE



Rezoning Request Site Photo

Sarah Rodriguez
1115 South 8th Street



Edinburg

Replat of the West 10ft of lot 7 all of lot 8 and 5 the East 234.6 ft of lot 4 and the West 10ft of lot 9 all of lot 9 and the East 234.6 ft of lot 10. All said lots being out of Block G sec. 271 and 272 Texas Mexican Railway Survey. The above property being in addition to the Township of Edinburg, Texas.

Hidalgo County, Texas

State of Texas
County of Hidalgo

KNOW ALL MEN BY THESE PRESENTS:

That I, A. J. Ross, Trustee, of the County of Hidalgo and State of Texas, acting under authority vested in me by virtue of a certain trust agreement under date of July 1, 1928 and recorded in deed records of Hidalgo County, Texas and pertaining to a replat of the West 10ft of lot 7 all of lot 8 and 5 the East 234.6 ft of lot 4 and the West 10ft of lot 9 and the East 234.6 ft of lot 10. All said lots being out of Block G, sec. 271 and 272 Texas Mexican Railway Survey, original grantee as shown on the map or plat of the subdivision of said acreage two hundred seventy-one and other acres, have caused said tracts of land to be surveyed, subdivided and platted into lots and blocks, with streets between said blocks as shown by the hereto attached map and plat thereof, known as HILCREST in addition to Edinburg dimensions of said lots and blocks and the widths of said streets shown thereon for the purpose of filing said map and plat for record in the Map Records of Hidalgo County, Texas to become a permanent record for future reference thereto.

The streets delineated upon said map are dedicated to the use of the property owners in said addition together with a reservation in me as trustee, my successors or assigns the right to use and occupy said streets together with the right to use the back 5 ft of each of said lots as indicated on said map by the dotted lines thereon for the construction, erection, maintenance and operation, over upon, along and under said streets and said right foot easement of pipes, lines, drains and lines of wire for the distribution and sale of water, oil, heat, gas, light and power and for drainage, sewerage, telegraph, telephone light and power lines and conduits; all of said rights, privileges and franchise aforesaid are and shall be used, owned and exercised by me, the said A. J. Ross, Trustee and my successors and assigns.

Witness my hand on this the 18th day of Feb. 1929

A. J. Ross
Trustee

State of Texas
County of Hidalgo

Before me, the undersigned Notary Public within and for Hidalgo County, Texas, on this day personally appeared A. J. Ross, Trustee, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for purposes and consideration therein expressed and in the capacity therein stated.

Given under my hand and seal office on this 18th day of Feb. 1929
Geo. W. Walton
Notary Public within and for
Hidalgo County, Texas.

SEAL

State of Texas
County of Hidalgo

I, P. S. Devine, a civil engineer and surveyor, do hereby certify that the attached map and plat is a true and correct map and plat of HILCREST the same being a subdivision of the West 10ft of lot 7 all of lot 8 and 5 the East 234.6 ft of lot 4 and the West 10ft of lot 9 and the East 234.6 ft of lot 10. All said lots being out of Block G, sec. 271 and 272 Texas Mexican Railway Survey. Original grantee in Hidalgo County, Texas and correctly delineates the lots, blocks, streets and easements as surveyed by me during the month of October 1928.

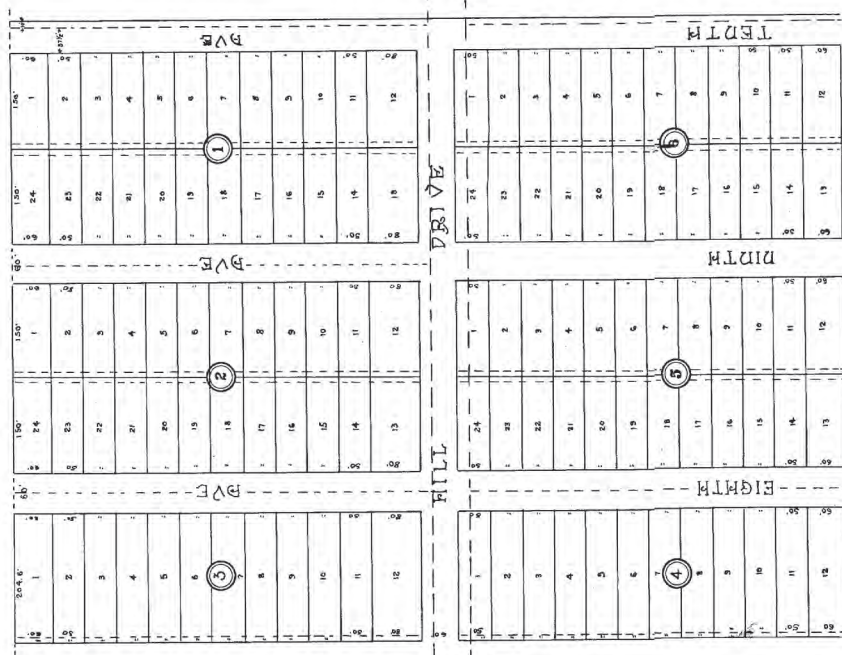
Sworn to and subscribed before me by the above P. S. Devine on this 1st day of Dec. 1928
C. E. Robinson
Notary Public within and for
Hidalgo County, Texas.

SEAL

State of Texas
County of Hidalgo

I, Cam E Hill, County Clerk of said County, do hereby certify that the attached map certified to by P. S. Devine, Civil Engineer and Surveyor on the 1st day of Dec. 1928 was filed for record in my office the 18th day of Feb. 1929 at two o'clock P. M. and duly recorded the 18th day of Feb. 1929 at 5 o'clock P. M. in Map Record of said County in Vol. 5 on Pages 36.

Witness my hand and the seal of the County Court at office in Edinburg, Texas, the day and year last above written
C. A. M. E. Hill
County Court, Hidalgo County, Clerk.





PLAT SHOWING



200 S. 10TH STREET, SUITE 1500 TEL: (956) 702-8-8
MCALLEN, TEXAS 78501 FAX: (956) 702-8-8

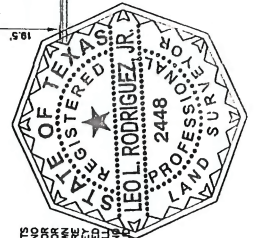
SUEVEY FIRM REG. NO. 101416-00

MCALLEN TX. | BALDWIN TX. | SANTA FE NM. | SAN ALABO TX.

SHEET 1 OF 1: SURVEY PLAT

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Page 29 of 277



●	—	PHD. 1/2" IRON ROD W/ NO CAP
○	—	SET 1/2" IRON ROD W/ PLASTIC CAP STAMPED "SAMES"
①	—	POWER POLE
②	—	CLEAN OUT
③	—	MAIL BOX
④	—	IRIGATION CONTROL VALVE
⑤	—	OVERHEAD ELECTRIC LINE
⑥	—	CHUNKY FENCE LINE
⑦	—	CEDAR FENCE LINE
⑧	—	ASPHALT
⑨	—	CONCRETE
⑩	—	BRICK
⑪	—	EXIST. EXISTING
⑫	—	CONCRETE
⑬	—	CONCRETE
⑭	—	HIDALGO COUNTY MAP RECORDS
⑮	—	HIDALGO COUNTY DEED RECORDS
⑯	—	HIDALGO COUNTY DEED RECORDS
⑰	—	R.O.W. — RIGHT OF WAY
⑱	—	FOUND

GENERAL NOTES:
ADDRESS: 1115 S 8TH AVE, EDINBURG TEXAS
SURVEYED: 3/8/25
REQUESTED BY: SARAH RODRIGUEZ-PRIVATE CLIENT

FLOOD ZONE DESIGNATION: "ZONE X" -- AREAS DETERMINED TO BE OUTSIDE
500-YEAR FLOOD PLAIN.

[illegible]

LEO L RODRIGUEZ, JR.
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 2448

JOB NUMBER	DRAWN BY	RMVD. BY	DATE
MORT 25.104	JP	LLR	3/08/2025

I propose conversion of the single family property at 1115 S 8th Avenue into two triplex buildings. The existing house is large and can be divided/remodeled into a triplex. The residual back yard is large and will permit an additional triplex construction. This corner lot is immediately adjacent to Cenizo Park and within walking distance of downtown/courthouse area, UTRGV, South Middle School, South Texas ISD World Scholars, South Texas ISD Preparatory Academy, Robert E Lee Elementary School, HEB, the golf course and Freddy Gonzalez bike path. There is a multifamily property on the next block of 8th Avenue. There is also multifamily property being developed on the 1500 block of 7th Avenue.

AT&T has run fiber for broadband in the front yard of this property. There is existing water, gas, electricity and sewer infrastructure. Fire and police services are close by. This property was unaffected by the recent floods. Two streets over, on 10th Ave, there is a doctor's office, dentist's office, multiple attorney offices. This area is developing and has existing infrastructure. Conversion of this property into affordable, quality rental units will provide options for students, professionals and families in an established neighborhood.

Sarah Rodriguez

956-533-5784

sarahjanechance@gmail.com

Zone Change Included Documents

PAGE ONE: This is a **Google Earth** screenshot demonstrating the location of the property (8th Avenue and Canal Stree), the footprint of the existing single family house, the proposed division of the house into three units and the proposed/already existing driveway infrastructure.

PAGE TWO: This is the approximate layout of the current single family home. The home is a 5 bedroom/4 bathroom home with over 4,000 square feet.

PAGE THREE: This is a drawing of the existing single family home divided into three units: one unit with two bedrooms/one bathroom; one unit with three bedrooms and two bathrooms; one unit with one bedroom and one bathroom.

PAGE FOUR: This is a drawing of Unit 1 post renovation.

PAGE FIVE: This is a drawing of Unit 2 post renovation.

PAGE SIX: This is a drawing of Unit 3 post renovation.

PAGE SEVEN: This is a Google Earth screenshot of residual back yard space with an area of 14,000+ square feet.

PAGE EIGHT: This is a Google Earth screenshot showing the residual backyard with proposed triplex footprint (three 2/2 units) and parking space footprint.

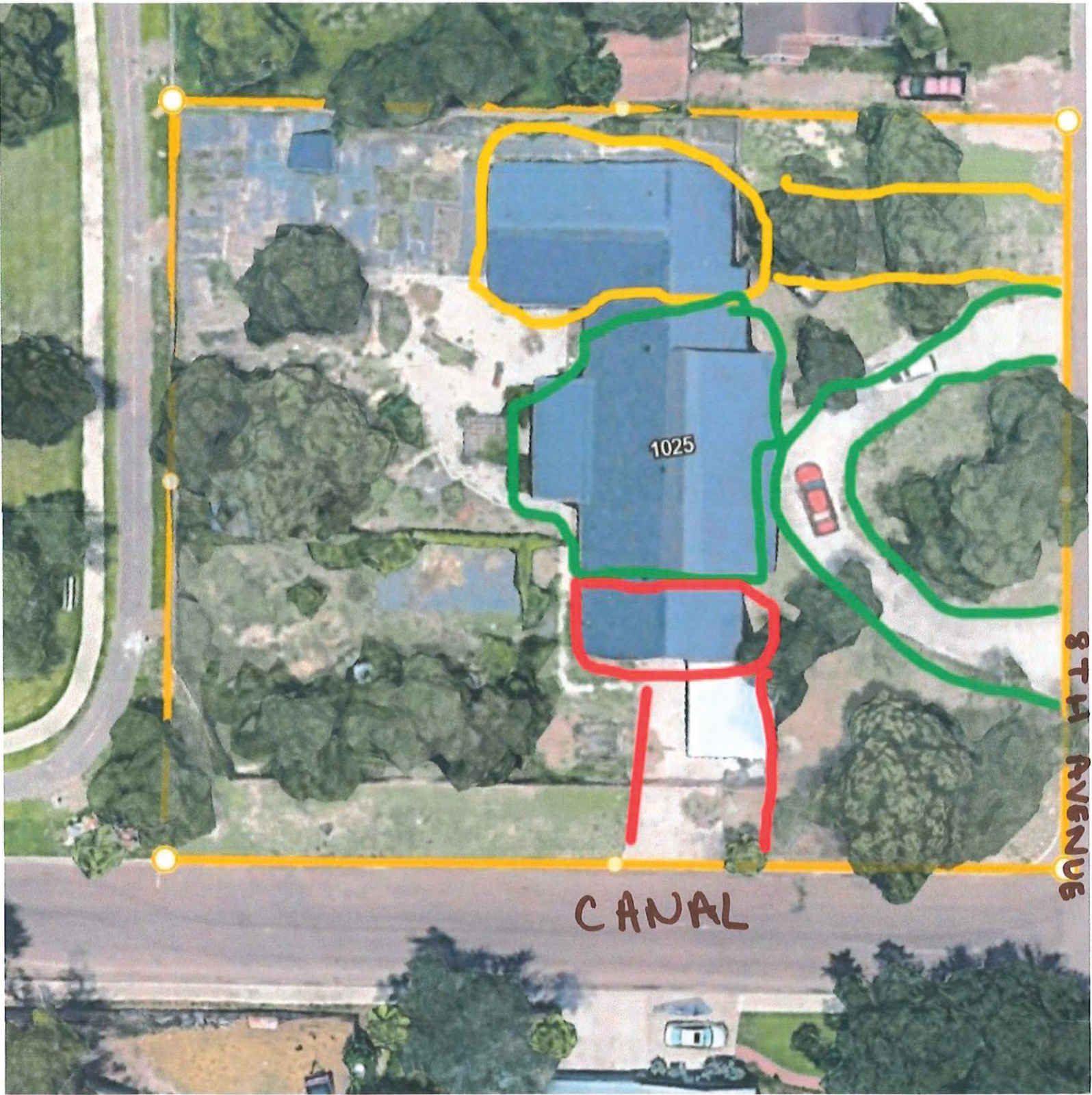
Additional Documents Included:

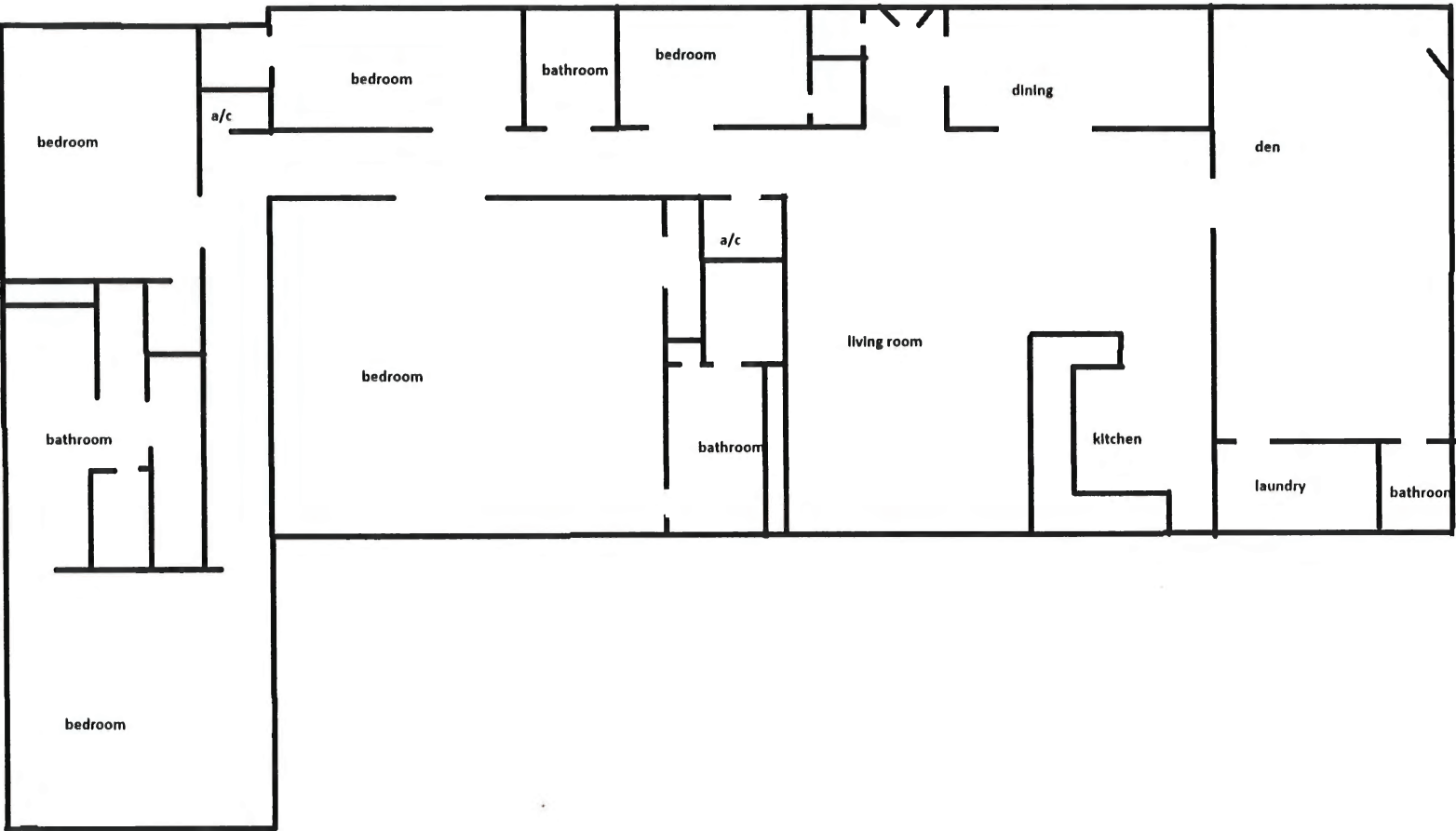
Survey

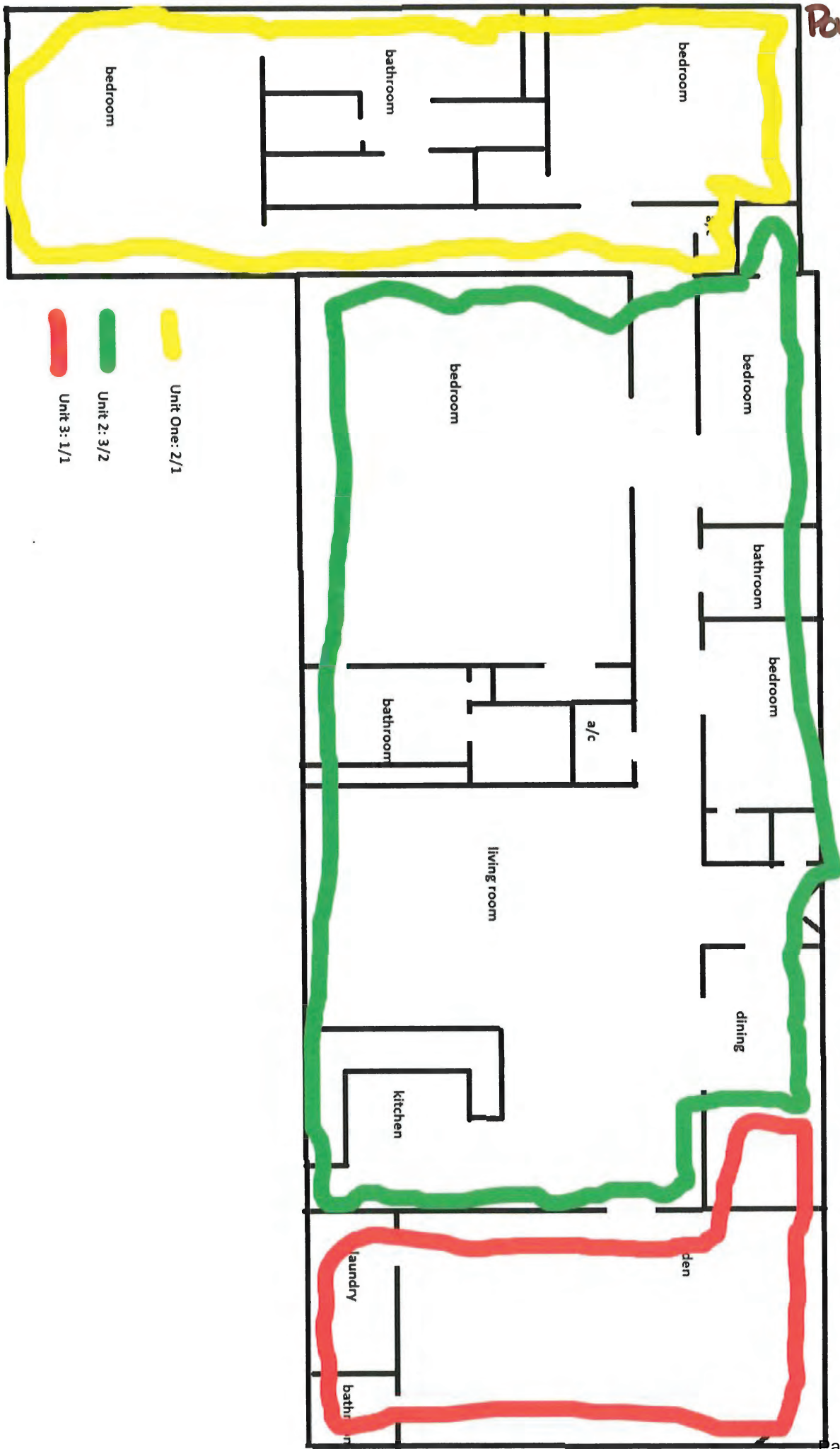
Warranty Deed

Deed of Trust

These documents contain the metes and bounds description of the property.

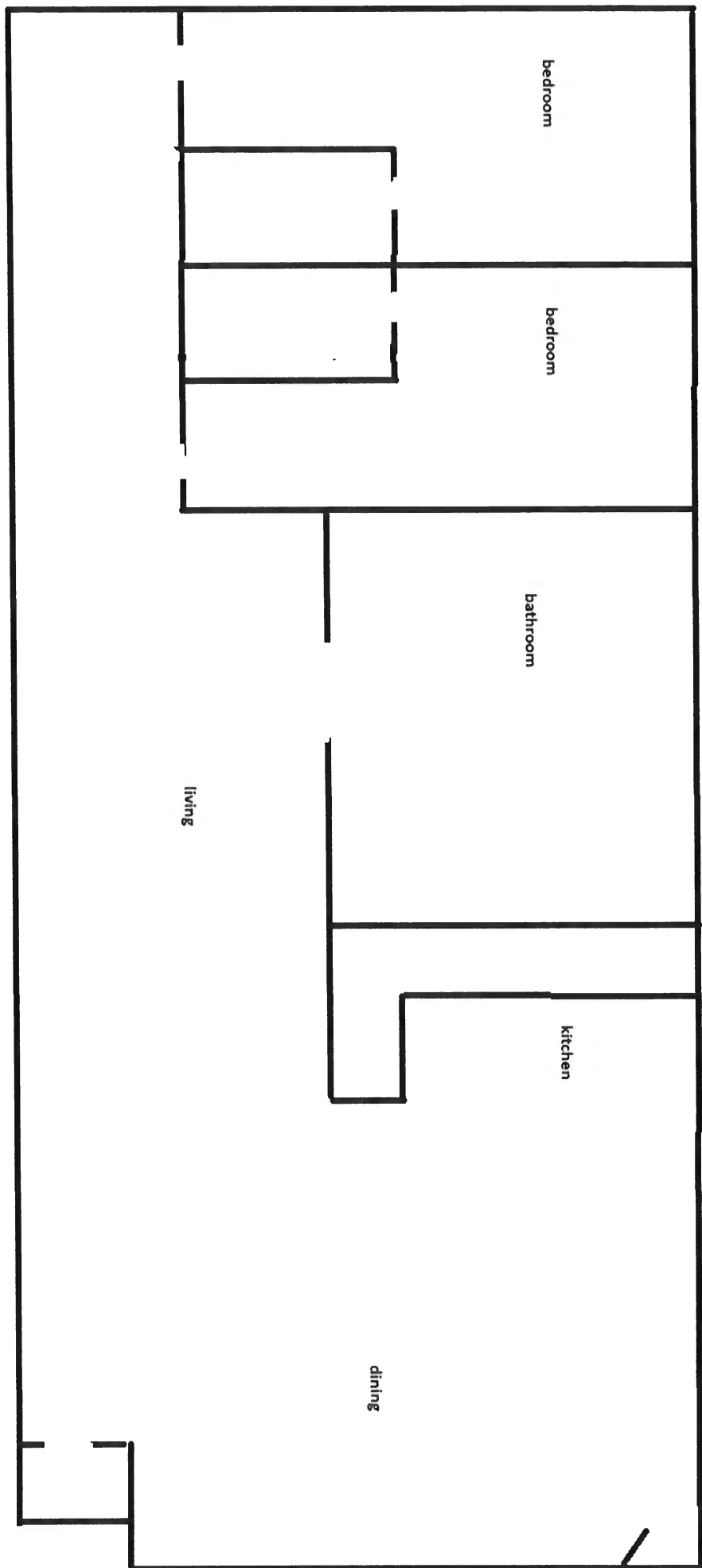






Page 4

Unit #1

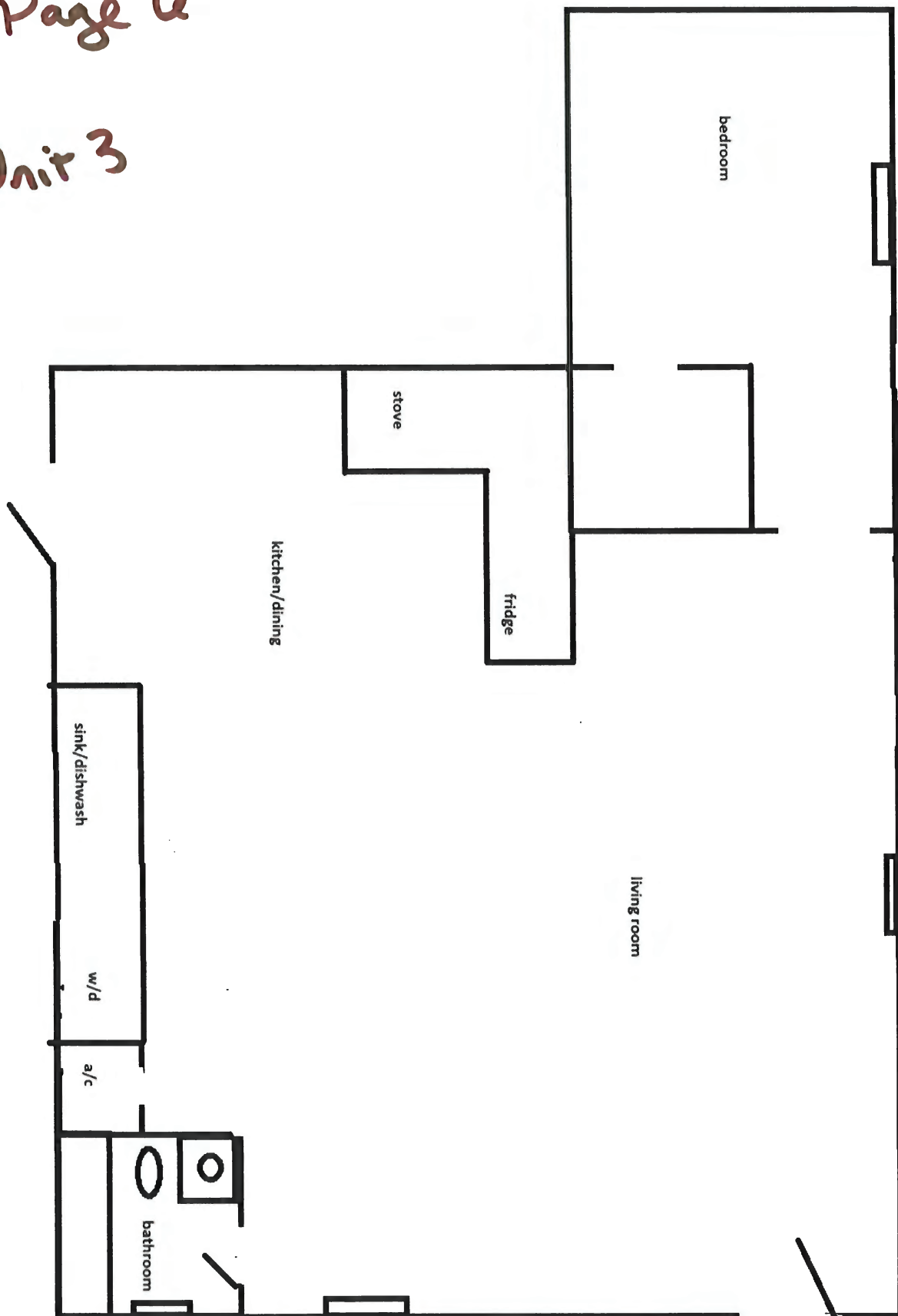


Page 5
Unit 2



Page 6

Unit 3





Page 8

Hide the menu bar

Layers

TRIPLEX

PARKING

1025

1109



+ Des

Outline

Fill

More se

View

Case #: BZNE-2025-0268

Today's Date: 4/7/20

OWNER INFORMATION

Name: Sarah Rodriguez Phone No.: 956-533-5784
Contact Name: Sarah Rodriguez
Mailing Address: 4816 N Taylor Rd City: McAllen Zip: 78504
Email Address: sarahjanechance@gmail.com

APPLICANT INFORMATION

Name: Sarah Rodriguez Phone No.: 956-533-5784
Contact Name: Sarah Rodriguez
Mailing Address: 4816 N Taylor Rd City: McAllen Zip: 78504
Email Address: sarahjanechance@gmail.com

PROPERTY INFORMATION

Address/Location being Rezoned: 1115 S 8th Ave
Legal Description of Property: _____ Property ID(s): 193292
Lots 10, 11 and 12, Block 4, Hilcrest Subdivision, an addition to the city of Edinburg, Hidalgo County,
Texas, according to map thereof recorded in Volume 5, page 36, map records of Hidalgo County, Tex
Zone Change: From: RP - RESIDENTIAL, PRIMARY ☐ To: RM - RESIDENTIAL, MULTIFAMILY ☐
Existing Land Use: unoccupied single family home
Reason for Zone Change: convert single family home to multifamily unit

Sarah Rodriguez
(Please Print Name)


Signature

AMOUNT PAID \$ 400

RECEIPT NUMBER _____

PUBLIC HEARING DATE (PLANNING & ZONING COMMISSION) - 5:30 PM : 5/8/25

PUBLIC HEARING DATE (CITY COUNCIL) - 6:00 PM: 06/3/25

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



NOTIFICATION CORRECTION NOTICE

Dear Property Owner:

A public hearing will be held on **Thursday, May 8, 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 AUTO-URBAN USES TO MULTI-FAMILY RESIDENTIAL USES AND THE REZONING REQUEST FROM RESIDENTIAL, PRIMARY (RP) DISTRICT TO RESIDENTIAL, MULTI-FAMILY (RM) DISTRICT, LOTS 10, 11, AND 12, BLOCK 4, HILCREST SUBDIVISION, LOCATED AT 1115 SOUTH 8TH AVENUE, AS REQUESTED BY SARAH RODRIGUEZ

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, June 3, 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, May 7, 2025**
EMAIL: planning@cityofedinburg.com by **Wednesday, May 7, 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 Comentarlos

Comments: The neighbor, Mr. Regalado, next to my property at 1009 S. 8th Ave. has this arrangement. He rents to 3 families. This has caused problems with trash, police calls, family problems with his tenants

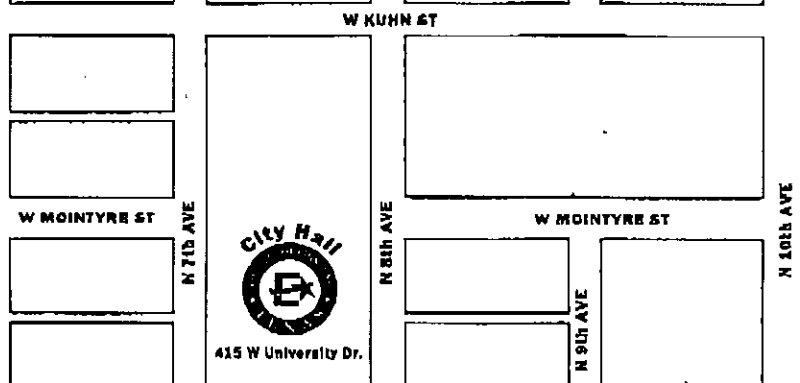
Print Name: Reina L. Kerpis Phone No. (956) 279-4596

Address: 1241 E. Sprague St. 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



**FAX ORDER/COVER SHEET**

PLEASE SEND THIS FAX MESSAGE TO:

- NAME: City of Edinburg Rezoning
- ORGANIZATION: _____
- FAX NUMBER: (956) 279-2080
- TOTAL NUMBER OF PAGES SEND 1 INCLUDING COVER PAGE
- DATE: 5-7-25

This facsimile is sent on behalf of Reino L Kerps and is
(Customer's Name)

Intended for the above recipient. If you have received this facsimile in error, please notify the sender immediately at (956) 279-4596 and destroy all documents. This facsimile
Telephone #

may contain potentially sensitive or confidential information. If you are not the intended recipient or authorized to receive it for the intended recipient, you are notified that disclosing, copying, distributing or using any part of the information contained in this facsimile is strictly prohibited and punishable by law.

ADDITIONAL NOTES:

Facsimile is sent by H-E-B Fax Service at Corp. # _____

TERMS AND CONDITIONS: H-E-B makes no guarantee, warranty or representation as to the adequacy, accuracy, completeness or legibility of this facsimile and does not guarantee, represent or warrant the transmission of this facsimile to the telephone number written above, or that it will be received by the intended recipient.

I have read and agree to the above terms and conditions.

RK
Customer's Initials

REORDER # 19198



NOTIFICATION

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EMAIL: planning@cityofedinburg.com by Wednesday, April 23, 2025

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

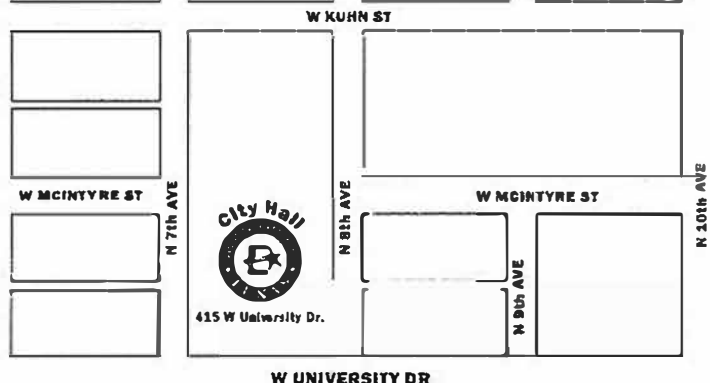
Comments: was sent out was in my mailbox after your due date. Please be prompt.

Print Name: James Mendoza Phone No. 956-429-9304
Address: 1014 S. 8th 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





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EMAIL: planning@cityofedinburg.com by Wednesday, April 23, 2025

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

Comments: Will increase traffic to a residential area
Not enough room on property for 2 Bx planes; plus
parking and drainage

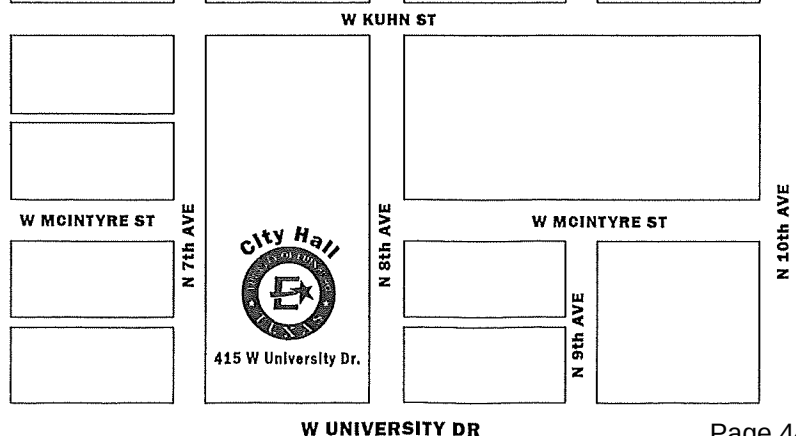
Print Name: Trejo Jesus & Diane Phone No. 956-867-1323

Address: 1001 S 7th 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





NOTIFICATION
CORRECTION NOTICE

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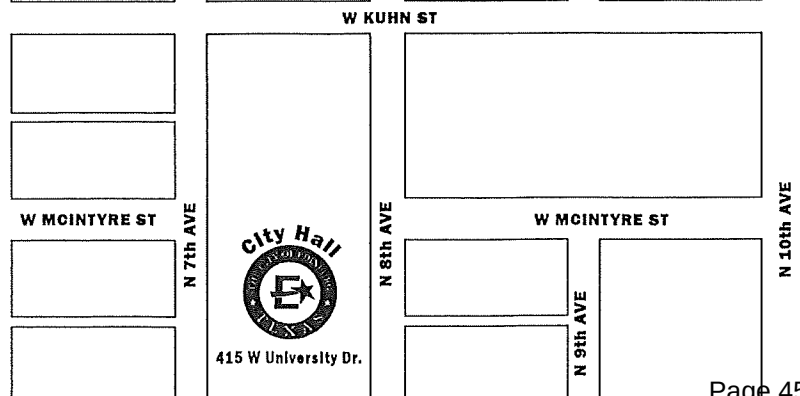
Comments: It is residential and not compliant with
instruction. And other reasons. Please call 956-867-1322
with any questions.

Print Name: Diana Y Trejo Phone No. _____
Address: 1001 S 7th Ave City: Edinburg State: Tx Zip: 78539

NOTIFICACIÓN

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



THE CITY OF
Edinburg
NOTIFICATION

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FAX: (956) 292-2080 by Wednesday, April 23, 2025
EMAIL: planning@cityofedinburg.com by Wednesday, April 23, 2025

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☐ In Favor/A Favor

☒ Against/En Contra

☐ No Comments/No Comentario

Comments: _____

Print Name: Roberto Peña

Phone No. 956-451-1635

Address: 1018 S. 8th Avenue

City: Edinburg

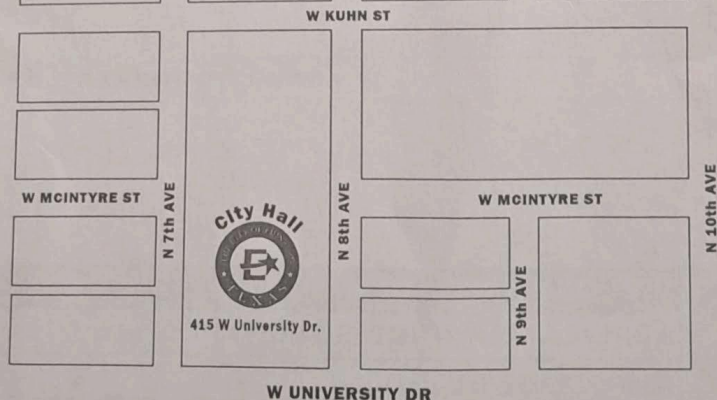
State: TX

Zip: 78539

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





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A public hearing will be held on **Thursday, May 8, 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 AUTO-URBAN USES TO MULTI-FAMILY RESIDENTIAL USES AND THE REZONING REQUEST FROM RESIDENTIAL, PRIMARY (RP) DISTRICT TO RESIDENTIAL, MULTI-FAMILY (RM) DISTRICT, LOTS 10, 11, AND 12, BLOCK 4, HILCREST SUBDIVISION, LOCATED AT 1115 SOUTH 8TH AVENUE, AS REQUESTED BY SARAH RODRIGUEZ

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, June 3, 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, April 23, 2025
EMAIL: planning@cityofedinburg.com by Wednesday, April 23, 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

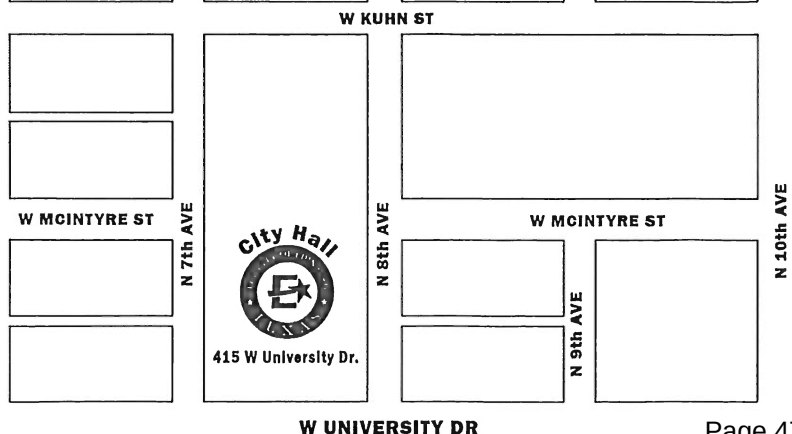
Comments: I would like it on record that this notice was received in the mail after deadline on April 25, 2025. Myself and my neighbors are against this and will be at meetings.

Print Name: Elsa Guerrero Phone No. 956-393-0535
Address: 1010 S 8th 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



PETITION AGAINST REZONING - CASE #RZNE-2025-0268

	DATE	NAME (PRINTED)	ADDRESS	PHONE	SIGNATURE
1	5-4-25	James Mendoza	1014 S. 8th St	956-429-8304	James Mendoza
2	5-4-25	Jennifer Rodriguez	1014 S. 8th St	956-803-2228	Jennifer Rodriguez
3	5-5-25	Elsa Guerrero	1010 S. 8th Ave	956-393-0535	Elsa Guerrero
4	5/6/25	Melissa Peña	1102 S. 8th Ave	956-821-8876	Melissa Peña
5	5/6/25	Delia Rodriguez	1206 S. 8 Ave	512-966-8864	Delia Rodriguez
6	5-6-25	John & Debra Worley	1201 S 8th Ave	956-207-7618	John & Debra Worley
7	5/6/25	Margarita Dela Pena	1213 S 8th Ave	956-358-5295	Margarita Dela Pena
8	5/6/25	Rubén Lara	1122 S 8th Ave	956-457-3525	Rubén Lara
9	5/7/25	Roberto Peña	1018 S. 8th Ave	956-451-1635	Roberto Peña
10	5-6-25	Yolanda Avaraz	1023 S 8th	689-7510	Yolanda Avaraz
11	5-6-25	Rogelio Abrego	1013 S 8th	279-5805	Rogelio Abrego
12	5-6-25	Eliana Abrego	1103 S. 8th Ave.	956-478-4820	Eliana Abrego
13	5-6-25	Jose M. Gmez	1114 S. 8th Ave	956-570-3502	Jose M. Gmez
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OWNER NOTIFICATION LIST REPORT

PID:162850 9TH AVE LLC
409 DOVE AVE
EDINBURG, TX 78542

PID:154518 SANDY PROPERTIES LLC
135 COTTAGE AVE
LABELLE, FL 33935-4720

PID:193290 ABREGO ELIANA
1013 S 8TH AVE
EDINBURG, TX 78539

PID:193292 RODRIGUEZ SARAH
1115 S 8TH AVE
EDINBURG, TX 78539-5540

PID:154514 LOPEZ MARIA ELENA
1202 S 8TH AVE
EDINBURG, TX 78539-5508

PID:154499 AYALA LINDA E & PEDRO R
1205 S 9TH AVE
EDINBURG, TX 78539-5511

PID:154513 RODRIGUEZ DELIA
1206 S 8TH
EDINBURG, TX 78539-5508

PID:154515 WORLEY JOHN N
1201 S 8TH AVE
EDINBURG, TX 78539-5507

PID:162851 CORTEZ JULIO C
1206 S 7TH AVE
EDINBURG, TX 78539-5522

PID:162853 HAMMER SANDRA S
715 DAWSON ST
EDINBURG, TX 78539-6413

PID:154517 DE LA PENA MARGARITA
1213 S 8TH AVE
EDINBURG, TX 78539-5507

PID:193289 ALVAREZ ELIAS & YOLANDA
1023 S 8TH AVE
EDINBURG, TX 78539-5505

PID:193291 DETWILER SUSAN M
1109 S 8TH AVE
EDINBURG, TX 78539-5540

PID:193303 MENDOZA JAMES
1014 S 8TH AVE
EDINBURG, TX 78539-5506

PID:154516 MALDONADO JUANA & JUAN
FLORES
1209 S 8TH AVE
EDINBURG, TX 78539-5507

PID:154500 FLORES SIEGRID
1207 S 9TH AVE
EDINBURG, TX 78539-5511

PID:154498 GUEL ELIAS
1201 S 9TH AVE
EDINBURG, TX 78539-5511

PID:154512 PARRAS DINA L & CRISTOBAL JR
1216 S 8TH AVE
EDINBURG, TX 78539-5508

PID:162852 LARSON GARY JOE
1210 S 7TH AVE
EDINBURG, TX 78539-5522

PID:193297 VALDES RHONDA LEE
1119 SOUTH 9TH AVE
EDINBURG, TX 78539-5509

OWNER NOTIFICATION LIST REPORT

PID:193298 LARA RUBEN & HERMINIA G
1122 S 8TH AVE
EDINBURG, TX 78539-5543

PID:193300 VILLARREAL SAVANNAH N
1114 S 8TH ST
EDINBURG, TX 78539-5543

PID:193296 NEVANEN THOMAS
1105 S 9TH AVE
EDINBURG, TX 78539-5509

PID:193304 MELENDEZ ELSA GUERRERO
1010 S 8TH AVE
EDINBURG, TX 78539-5506

PID:193295 FLORES KRISTA M ET AL
1017 S 9TH AVE
EDINBURG, TX 78539-5509

PID:627720 SAENZ JOSE M & YESENIA E
1118 S 6TH AVE
EDINBURG, TX 78539-5453

PID:297061 EDINBURG CONS IND SCHOOL
PO BOX 990
EDINBURG, TX 78540-0990

PID:677179 TREJO JESUS M & DIANA Y
1001 S 7TH AVE
EDINBURG, TX 78539-5501

PID:193299 MACH STEPHEN J
1116 S 8TH AVE
EDINBURG, TX 78539

PID:193287 KERPS REINA E
1221 E SPRAGUE ST
EDINBURG, TX 78539-4885

PID:193301 PENA JONATHAN & MELISSA
1102 S 8TH AVE
EDINBURG, TX 78539-5543

PID:193288 ABREGO ROGELIO SALINAS
1013 S 8TH AVE
EDINBURG, TX 78539-5505

PID:193302 PENA ROBERTO
1018 S 8TH AVE
EDINBURG, TX 78539-5506

PID:627719 CASTELLANO ENRIQUE S & MA
ELENA
1110 SOUTH 6TH AVE
EDINBURG, TX 78539-5453

PID:163912 CITY OF EDINBURG
PO BOX 1079
EDINBURG, TX 78540-1079

PID:627718 CASTELLANO ENRIQUE S & MA
ELENA
1110 SOUTH 6TH AVE
EDINBURG, TX 78539-5453

ORDINANCE NO. _____

AN ORDINANCE AMENDING, SUPPLEMENTING, AND CHANGING THE BOUNDARIES OF RESIDENTIAL, PRIMARY (RP) DISTRICT TO RESIDENTIAL, MULTI-FAMILY (RM) DISTRICT, LOTS 10, 11, AND 12, BLOCK 4, HILCREST SUBDIVISION, LOCATED AT 1115 SOUTH 8TH AVENUE, EDINBURG, HIDALGO COUNTY, TEXAS, FROM ONE DISTRICT TO ANOTHER; PROVIDING A REPEALER CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE; PROVIDING FOR CODIFICATION; PROVIDING A WAIVER OF THE THREE (3) SEPARATE READINGS; AND ORDAINING OTHER PROVISIONS RELATED TO THE SUBJECT MATTER HEREOF.

WHEREAS, the owner of the herein described real estate has submitted to the Planning and Zoning Commission of the City of Edinburg, Texas, a proposed amendment, and the proposed supplement and change to the boundaries of the Residential, Primary (RP) District to Residential, Multi-Family (RM) District, as set out in the Unified Development Code of the City of Edinburg, Texas, heretofore finally passed, approved, and adopted by said City Council on the 9th day of August, 2022. Such proposed amendment is to change the zoning of Lots 10, 11, And 12, Block 4, Hilcrest Subdivision, Located at 1115 South 8th Avenue, Edinburg, Hidalgo County, Texas, from Residential, Primary (RP) District to Residential, Multi-Family (RM) District, for a recommendation and report by said Planning and Zoning Commission; and

WHEREAS, the said Planning and Zoning Commission of the City of Edinburg, Texas, gave due notice as provided by said Unified Development Code of a public hearing to be held before said Planning and Zoning Commission, on May 8, 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 June 17, 2025 at 6:00 P.M., in the Edinburg

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

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

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

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

SECTION II. The zoning of the first above-described property is hereby changed from Residential, Primary (RP) District to Residential, Multi-Family (RM) District and the boundaries of said Districts are hereby amended, supplemented and changed so as to delete the said area from the said Residential, Primary (RP) 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 17th day of June 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 LOTS 10, 11, AND 12, BLOCK 4, HILCREST SUBDIVISION, LOCATED AT 1115 SOUTH 8TH AVENUE, EDINBURG, HIDALGO COUNTY, TEXAS, SHOULD BE FOR MULTI-FAMILY RESIDENTIAL USES; PROVIDING A REPEALER CLAUSE; PROVIDING A SAVINGS CLAUSE, PROVIDING FOR PUBLICATION AND EFFECTIVE DATE; PROVIDING A WAIVER OF THREE (3) SEPARATE READINGS; AND ORDAINING OTHER PROVISIONS RELATED TO THE SUBJECT MATTER THEREOF.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

READ, CONSIDERED, PASSED AND APPROVED at a regular meeting of the City Council of the City of Edinburg, Texas, at which a quorum was present and which was held in accordance with V.T.C.A., Government Code, Section 551.041, on the 17th day of June, 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: June 17, 2025

PUBLIC HEARINGS

Agenda Item No: 8.B.

Public Hearing: Rezoning Request - Melden & Hunt, Inc.

1. **Agenda Item:**

Hold Public Hearing and Consider the Ordinances Providing for the Comprehensive Plan Amendment from Auto-Urban Uses and Neighborhood Commercial Uses to General Commercial Uses and the Rezoning Request from Commercial, Neighborhood (CN) District to Commercial, General (CG) District, Being 0.836 of One Acre Out of Lot 1, Block 2, Steele and Pershing Subdivision, According to the Plat thereof Recorded in Volume 8, Pages 114 – 115, Hidalgo County Deed Records, Located at 2610 West Canton Road, as Requested by Melden & Hunt, Inc. [Jaime Acevedo, Director of Planning & Zoning]

2. **Description:**

This property is located on the south side of West Canton Road, approximately 1,147 feet east of South McColl Road. The property has a total frontage of 294.05 feet along West Canton Road for a total lot area of 36,418.167 square feet (0.836 acres). The property is currently zoned Commercial, Neighborhood (CN) District, which is intended to provide small neighborhood shopping opportunities and services in areas that are largely residential in use. Uses are limited to smaller commercial and service businesses that serve the neighborhood. The requested zoning designation is the Commercial, General (CG) District, which is the primary commercial district, meant to accommodate a wide range of commercial uses, including highway service uses and community or regional commercial office, and service uses. The applicant is proposing to establish a new development with commercial lots in the front and residential lots in the back.

On October 4, 2022, this property was rezoned from Residential, Suburban (RS) District to Commercial, Neighborhood (CN) District. Adjacent zoning is Residential, Suburban (RS) District to the north, a drainage ditch and Industrial, General (IG) District to the east, Residential, Primary (RP) District to the south, and Commercial, Neighborhood (CN) District to the west. Surrounding land consists of institutional uses (Canterbury Elementary School), commercial uses, industrial uses, and residential uses. The future land use designation for this property is for Auto-Urban Uses and Neighborhood Commercial Uses.

Staff mailed a notice of the public hearing to 15 neighboring property owners on Friday, April 11, 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 May 28, 2025.

On April 16, 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 April 24, 2025, the Planning & Zoning Commission recommended with a unanimous vote of 7-0 to approve the Comprehensive Plan Amendment and the Rezoning Request.

3. **Staff's Recommendation:**

Staff recommends approval of the Comprehensive Plan Amendment from Auto-Urban Uses and Neighborhood Commercial Uses to General Commercial Uses and the Rezoning Request from

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

Reviewed by:

Jaime Acevedo, Director of Planning and Zoning

Jesus Saenz, Assistant City Manager

Approved - 6/13/2025

Final Approval -
6/13/2025

Prepared by:

Rita Guerrero, Assistant
Director of Planning and
Zoning

Attachments:

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

MEETING DATES:
PLANNING & ZONING COMMISSION – 04/24/25
CITY COUNCIL – 05/20/25
DATE PREPARED – 04/16/25

STAFF REPORT
GENERAL INFORMATION

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

APPLICANT: Ango Holdings, Inc.

AGENT: Melden & Hunt, Inc.

LEGAL: Being 0.836 of one acre out of Lot 1, Block 2, Steele and Pershing Subdivision, according to the Plat thereof recorded in Volume 8, Pages 114 – 115, Hidalgo County Deed Records

LOCATION: 2610 West Canton Road

LOT/TRACT SIZE: 36,418.167 square feet (0.836 acres)

CURRENT USE: Residential

PROPOSED USE: Commercial Development

EXISTING ZONING: Commercial, Neighborhood (CN) District

ADJACENT ZONING: North – Residential, Suburban (RS) District
South – Residential, Primary (RP) District
East – Drainage Ditch and Industrial, General (IG) District
West – Commercial, Neighborhood (CN) District

LAND USE PLAN: Auto-Urban Uses and Neighborhood Commercial Uses

PUBLIC SERVICES: City of Edinburg Water and Sewer

RECOMMENDATION: Staff recommends approval of the Comprehensive Plan Amendment from Auto-Urban Uses and Neighborhood Commercial Uses to General Commercial Uses and the Rezoning Request from Commercial, Neighborhood (CN) District to Commercial, General (CG) District based on the character of the area and surrounding zoning.

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

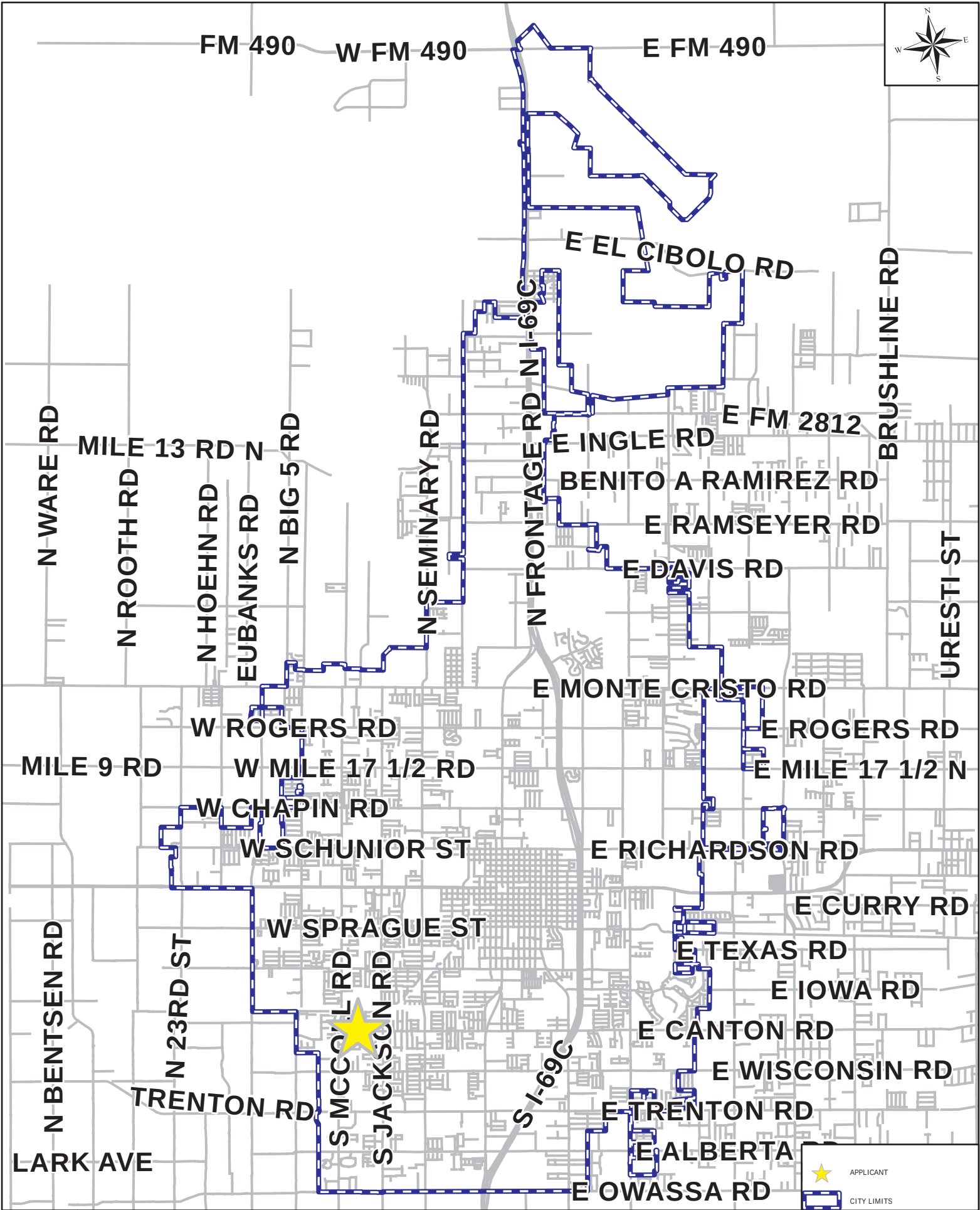
EVALUATION

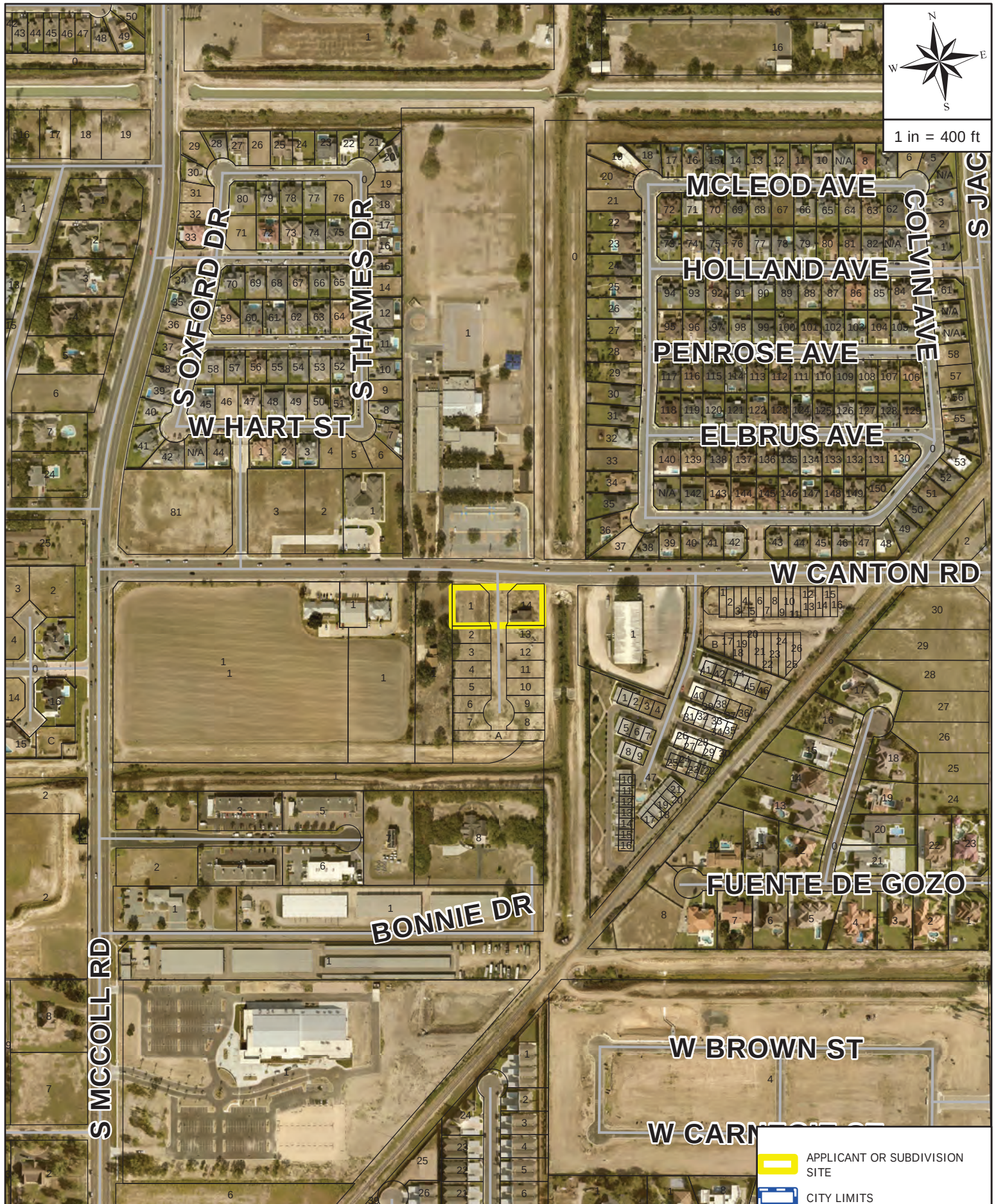
The following is the staff's evaluation of the request:

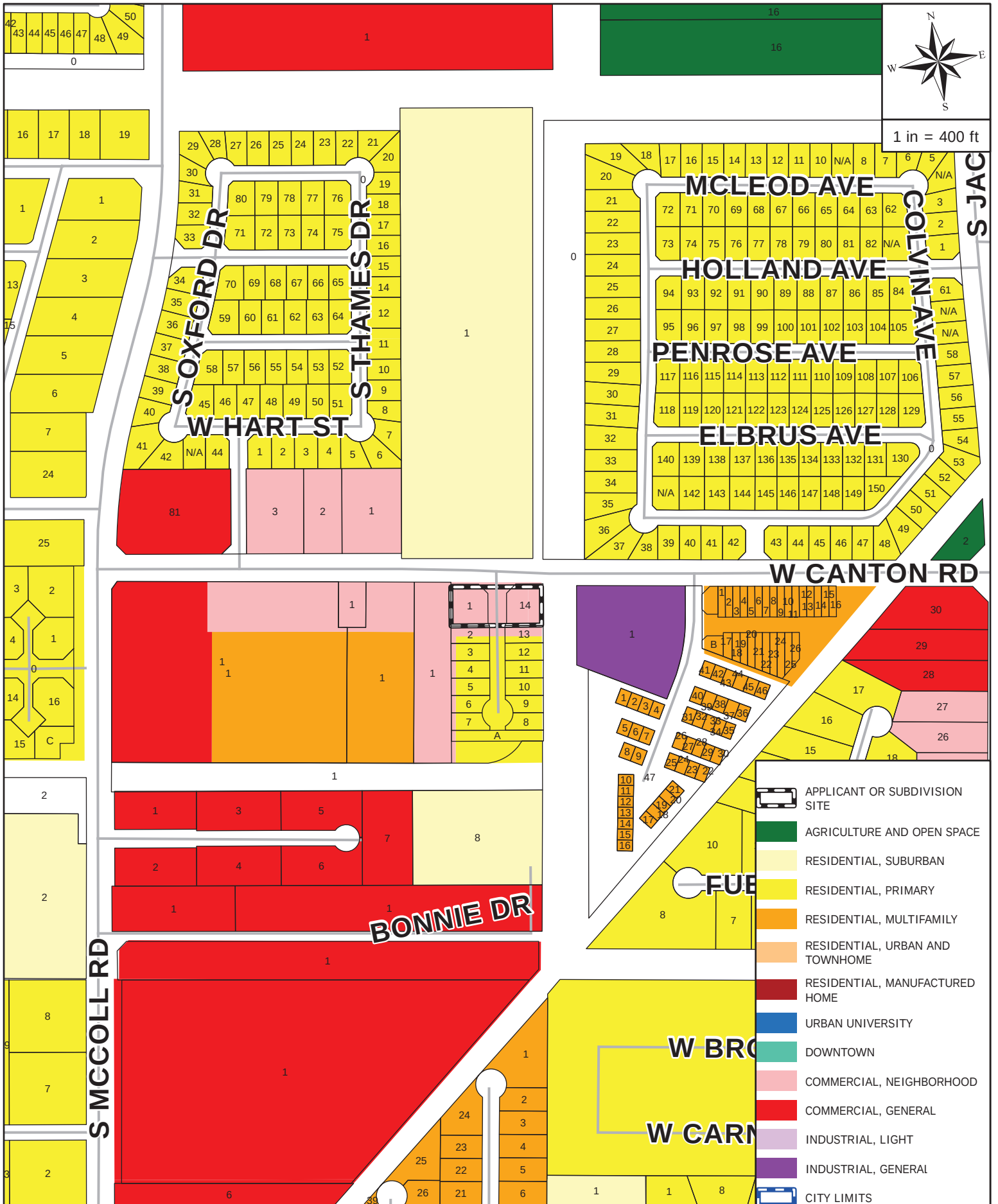
1. The applicant is proposing to establish a new development with commercial lots in the front and residential lots in the back.
2. Surrounding land consists of institutional uses (Canterbury Elementary School), commercial uses, industrial uses, and residential uses.
3. There is commercial development in the area.
4. The proposed zoning is not consistent with the Future Land Use Plan.

Staff recommends approval of the Comprehensive Plan Amendment from Auto-Urban Uses and Neighborhood Commercial Uses to General Commercial Uses and the Rezoning Request from Commercial, Neighborhood (CN) District to Commercial, General (CG) District based on the character of the area and surrounding zoning. 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 15 neighboring property owners on Friday, April 11, 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 May 28, 2025.



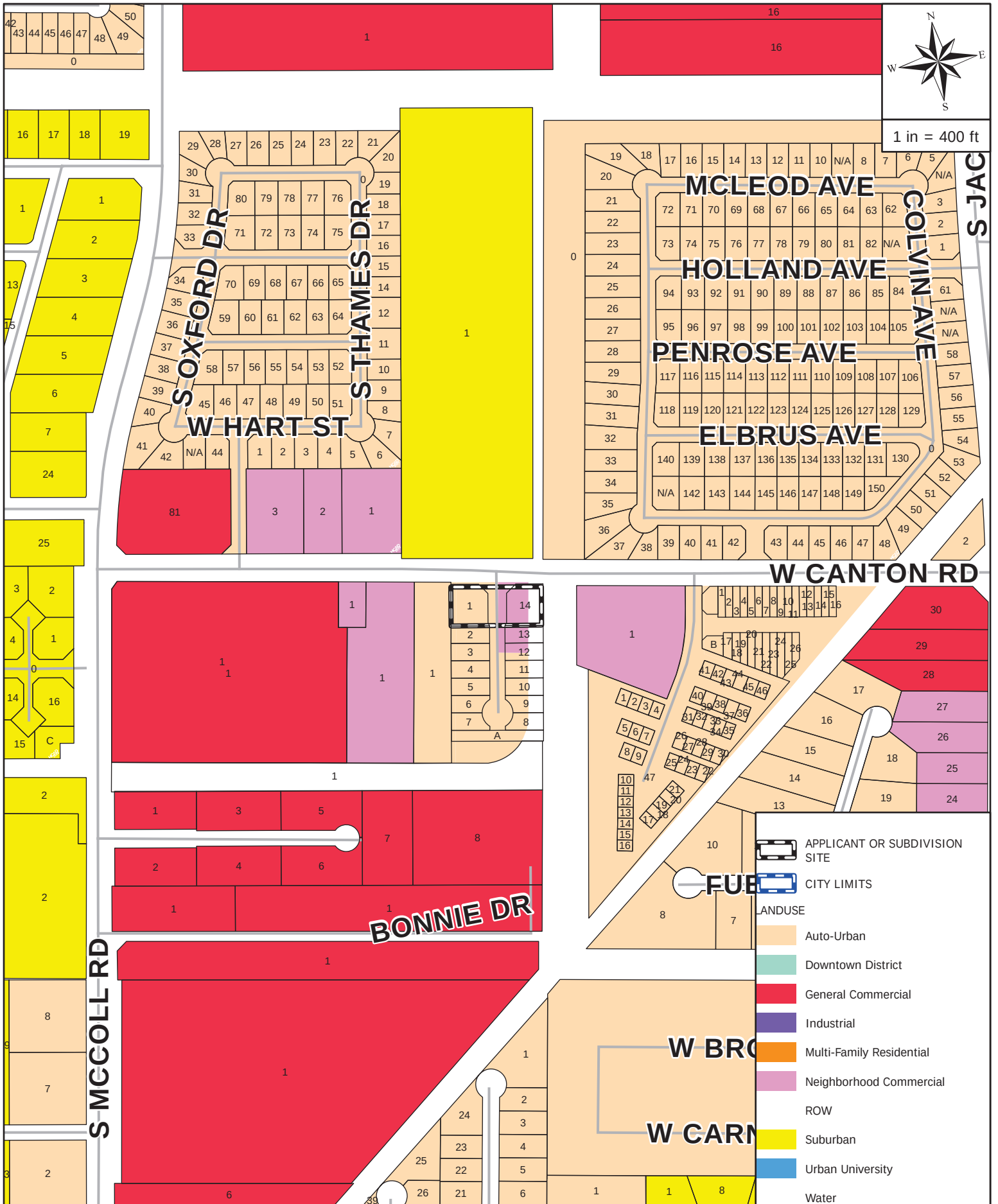




ZONING MAP

APPLICANT AND/OR SUBDIVISION:

RZNE-2025-0267 2610 W CANTON RD

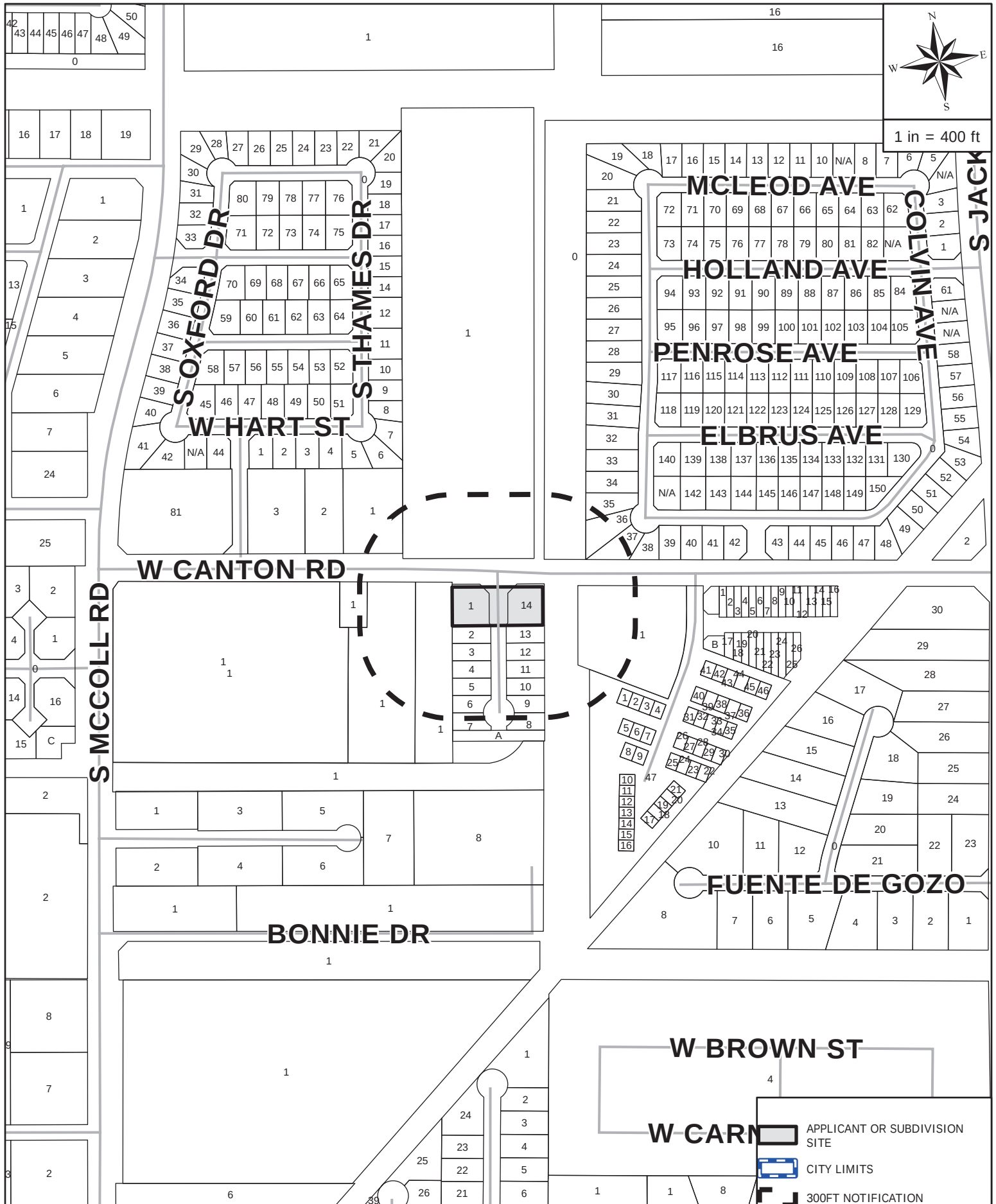


FUTURE LANDUSE MAP

APPLICANT AND/OR SUBDIVISION:

RZNE-2025-0267 2610 W CANTON RD



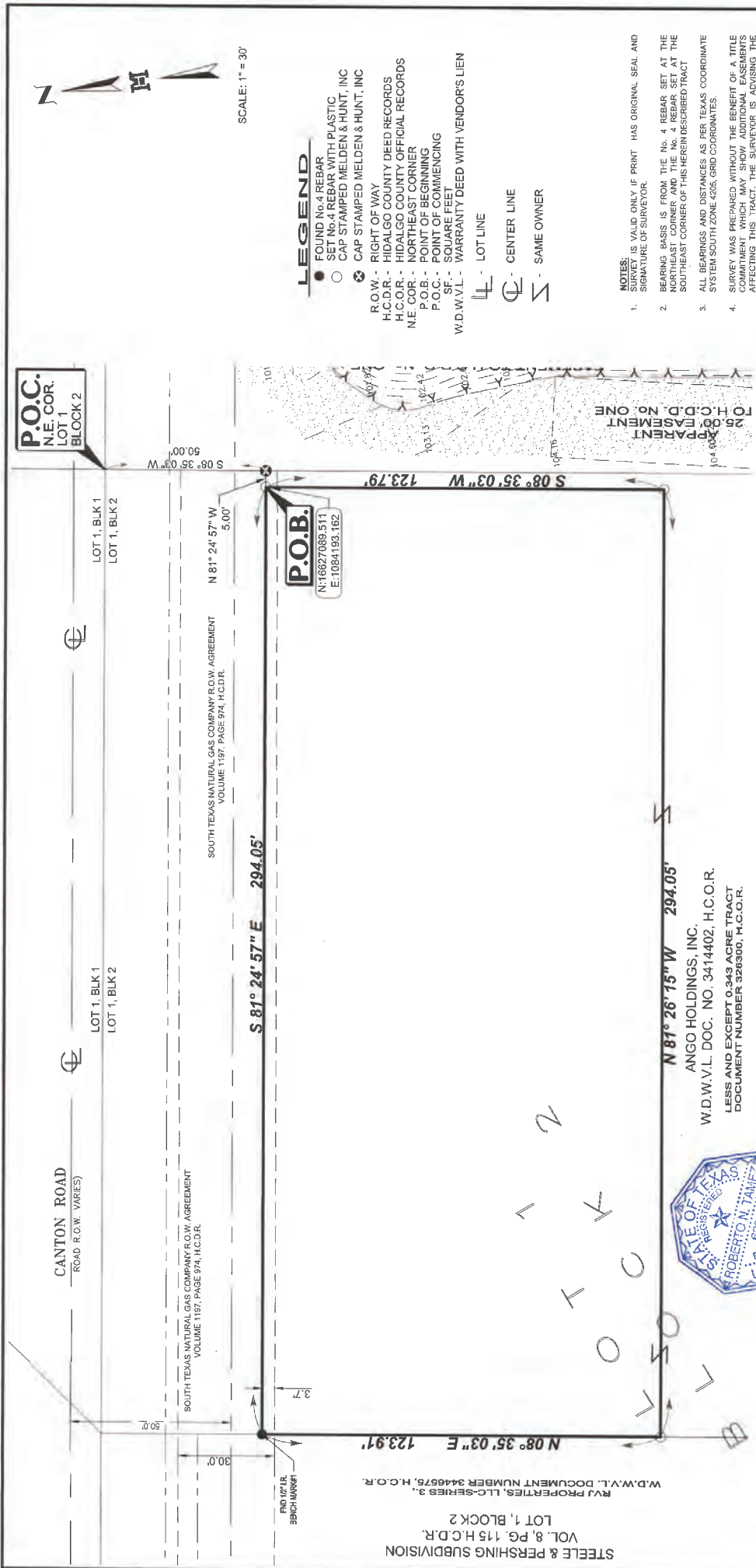




Rezoning Request Site Photo

Melden & Hunt, Inc.
2610 West Canton Road





PLAT SHOWING
0.836 OF ONE ACRE (36,418.167 Sq.Ft.)
OUT OF LOT 1, BLOCK 2,
STEEL & PERSHING SUBDIVISION,
VOLUME 8, PAGE 114-115 H.C.D.R.
CITY OF EDINBURG
HIDALGO COUNTY, TEXAS

MELDEN & HUNT INC.
CONSULTANTS • ENGINEERS • SURVEYORS



REVISOR: 04/09/2025
BOOK: T-1227, PG. 88
DATE: 02/21/2025
JOB NO. 24086.00
DRAWN BY: M.L.S./B.M.
18PELS No. 1005800

115 W. MCINTYRE
EDINBURG, TEXAS 78241
PH: (956) 381-0981
FAX: (956) 381-1839
ESTABLISHED 1947
www.meldenandhunt.com

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I, ROBERTO N. TAMEZ, A REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THE FOREGOING PLAT TO BE TRUE AND CORRECT REPRESENTATION OF A SURVEY MADE ON THE GROUND ON 7/16/2024 UNDER MY DIRECTION AND SUPERVISION.

Roberto N. Tamez
ROBERTO N. TAMEZ, RPLS No. 8238 DATE: 24/09/2024



STEEL & PERSHING SUBDIVISION
VOL. 8, PG. 115 H.C.D.R.
LOT 1, BLOCK 2
R.V. PROPERTIES, LLC-SERIES 3, H.C.O.R.
W.D.W.V.L. DOCUMENT NUMBER 3446575, H.C.O.R.

ANGO HOLDINGS, INC.
W.D.W.V.L. DOC. NO. 3414402, H.C.O.R.
LESS AND EXCEPT 0.343 ACRE TRACT
DOCUMENT NUMBER 326306, H.C.O.R.

CANTON ROAD
ROAD R.O.W. VARIES

SOUTH TEXAS NATURAL GAS COMPANY R.O.W. AGREEMENT
VOLUME 1197, PAGE 974, H.C.D.R.

SOUTH TEXAS NATURAL GAS COMPANY R.O.W. AGREEMENT
VOLUME 1197, PAGE 974, H.C.D.R.

P.O.C.
N.E. COR.
LOT 1
BLOCK 2

P.O.B.
N: 16627089.511
E: 1084193.162

April 9, 2025

**METES AND BOUNDS DESCRIPTION
BEING 0.836 OF ONE ACRE (36,418.167 SQUARE FEET)
OUT OF LOT 1, BLOCK 2,
STEELE AND PERSHING SUBDIVISION
VOLUME 8, PAGE 114-115, H.C.D.R.
CITY OF EDINBURG
HIDALGO COUNTY, TEXAS**

A tract of land containing 0.836 of one acre (36,418.167 square feet) situated in the City of Edinburg, County of Hidalgo, Texas, out of Lot 1, Block 2, Steele and Pershing Subdivision, according to the plat thereof recorded in Volume 8, Pages 114 - 115, Hidalgo County Deed Records, said 0.836 of one acre (36,418.167 square feet) out of a certain tract conveyed to Ango Holdings LLC., by virtue of a Warranty Deed with Vendor's Lien, recorded under Document Number 3414402, Hidalgo County Official Records, said 0.836 of one acre (36,418.167 square feet) being more particularly described as follows:

COMMENCING at the Northeast corner of said Lot 1, Block 2, within the existing right-of-way of Canton Road;

THENCE, S 08° 35' 03" W, along the East line of said Lot 1, Block 2, a distance of 50.00 feet to an "x" on concrete found on the existing South right-of-way line of Canton Road;

THENCE, N 81° 24' 57" W, along the existing South right-of-way line of Canton Road, a distance of 5.00 feet to a No. 4 rebar set (Northing: 16627089.511 Easting: 1084193.162) on the existing South right-of-way line of Canton Road, for the Northeast corner and POINT OF BEGINNING of this herein described tract

1. THENCE, S 08° 35' 03" W, a distance of 123.79 feet to a No. 4 rebar set, for the Southeast corner of this tract.
2. THENCE, N 81° 26' 15" W, a distance of 294.05 feet to a No. 4 rebar set on the East line of a certain tract conveyed to RVJ Properties LLC. Series 3 by virtue of a Warranty Deed with Vendor's Lien, recorded under Document Number 3446575, Hidalgo County Official Records, for the Southwest corner of this tract;
3. THENCE, N 08° 35' 03" E, along the East line of said certain tract conveyed to RVJ Properties LLC., a distance of 123.91 feet to a No. 4 rebar found on the existing South right-of-way line of Canton Road, for the Northwest corner of this tract;
4. THENCE, S 81° 24' 57" E, along the existing South right-of-way line of Canton Road a distance of 294.05 feet to the POINT OF BEGINNING, and containing 0.836 of one acre (36,418.167 Square Feet) of land, more or less

I, ROBERTO N. TAMEZ, A REGISTERED PROFESSIONAL LAND SURVEYOR DO HEREBY AFFIRM THAT THIS METES AND BOUNDS DESCRIPTION REPRESENTS THE RESULTS OF A SURVEY MADE ON THE GROUND ON 07/16/2024 UNDER MY DIRECTION AND SUPERVISION.


ROBERTO N. TAMEZ, R.P.L.S. #6238 04/09/2025 DATE:



Today's Date: 3/20/25

Case # : _____

OWNER INFORMATION

Name: Ango Holdings Inc **Phone No. :** c/o (956) 381-0981
Contact Name: Mario Anaya
Mailing Address: 2210 E. 1st Street, Apt. 18 **City:** Mission **Zip:** 78572
Email Address: c/o mario@meldenandhunt.com

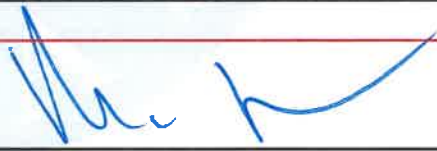
APPLICANT INFORMATION

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

PROPERTY INFORMATION

Address/Location being Rezoned: 2610 W. Canton Rd.
Legal Description of Property: (2) Tracts - 0.326 of one acre out of Lot 1, Blk. 2 Steel & Pershing Subdivision
Property ID(s): 289945, 289940
Zone Change: From: CN - COMMERCIAL, NEIGHBORHOOD **To:** CG - COMMERCIAL, GENERAL
Existing Land Use: Vacant/Open
Reason for Zone Change: _____

Mario A. Reyna, P.E.
(Please Print Name)



Signature

AMOUNT PAID \$ _____

RECEIPT NUMBER _____

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

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

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

OWNER NOTIFICATION LIST REPORT

PID:289946 HIDALGO CO DRAIN DIST #1
902 N DOOLITTLE RD
EDINBURG, TX 78542-7470

PID:289939 NICO HOLDINGS LTD
1216 SUSAN DR
EDINBURG, TX 78539-7001

PID:289942 RVJ PROPERTIES LLC-SERIES 3
523 W SCHUNIOR ST
EDINBURG, TX 78541-3066

PID:163967 TIERRA RUIZ LLC
P O BOX 4869
TUBAC, AZ 85646-4869

PID:1069743 TREVINO JOSE ALFREDO
2602 VANCOUVER AVE
EDINBURG, TX 78539-0186

PID:1069741 DELEON JESUS ROLANDO
2619 DRAKENSBURG AVE
EDINBURG, TX 78539-0183

PID:1069694 HIDALGO COUNTY DRAINAGE
DISTRICT #1
902 N DOOLITTLE RD
EDINBURG, TX 78542-7470

PID:1465531 MP4 PIGGY BANK HOLDINGS
LLC
2806 ERNESTO
EDINBURG, TX 78539-7810

PID:524018 EDINBURG IND SCHOOL DIST
PO BOX 990
EDINBURG, TX 78540-0990

PID:289945 ANGO HOLDINGS INC
2210 E 1ST ST APT 18
MISSION, TX 78572-0024

PID:289940 RIVERA EVA ALICIA
1005 HILL COUNTRY RD
EDINBURG, TX 78539-5810

PID:725915 RINCON DE LAS FUENTES
PROPERTY OWNERS ASSOCIATION
4712 N MCCOLL RD
MCALLEN, TX 78504-2432

PID:1069742 GONZALEZ JOSE TELESFORO &
110 RIO RED GRANDE
MCALLEN, TX 78502

PID:1069740 MEDINA ANDRES
1010 WEST SIESTA DRIVE
EDINBURG, TX 78539

PID:1123529 AVALON RGV HOLDINGS LP
1625 N STEMMONS FREEWAY
DALLAS, TX 75207-3411

ORDINANCE NO. _____

AN ORDINANCE AMENDING, SUPPLEMENTING, AND CHANGING THE BOUNDARIES OF COMMERCIAL, NEIGHBORHOOD (CN) DISTRICT TO COMMERCIAL, GENERAL (CG), BEING 0.836 OF ONE ACRE OUT OF LOT 1, BLOCK 2, STEELE AND PERSHING SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 8, PAGES 114 – 115, HIDALGO COUNTY DEED RECORDS, LOCATED AT 2610 WEST CANTON ROAD, EDINBURG, HIDALGO COUNTY, TEXAS, FROM ONE DISTRICT TO ANOTHER; PROVIDING A REPEALER CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE; PROVIDING FOR CODIFICATION; PROVIDING A WAIVER OF THE THREE (3) SEPARATE READINGS; AND ORDAINING OTHER PROVISIONS RELATED TO THE SUBJECT MATTER HEREOF.

WHEREAS, the owner of the herein described real estate has submitted to the Planning and Zoning Commission of the City of Edinburg, Texas, a proposed amendment, and the proposed supplement and change to the boundaries of the Commercial, Neighborhood (CN) District to Commercial, General (CG) District, as set out in the Unified Development Code of the City of Edinburg, Texas, heretofore finally passed, approved, and adopted by said City Council on the 9th day of August, 2022. Such proposed amendment is to change the zoning of Being 0.836 of one acre out of Lot 1, Block 2, Steele and Pershing Subdivision, according to the Plat thereof recorded in Volume 8, Pages 114 – 115, Hidalgo County Deed Records, Located at 2610 West Canton Road, Edinburg, Hidalgo County, Texas, from Commercial, Neighborhood (CN) District to Commercial, General (CG) District, for a recommendation and report by said Planning and Zoning Commission; and

WHEREAS, the said Planning and Zoning Commission of the City of Edinburg, Texas, gave due notice as provided by said Unified Development Code of a public hearing to be held before said Planning and Zoning Commission, on April 24, 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 June 17, 2025 at 6:00 P.M., in the Edinburg City Hall, City Council Chambers, located at 415 West University Drive, Edinburg, Texas, which time was not less than 15 days nor more than 20 days from the date of publication, and that said public hearing was held at such time and place, and all of which procedure in the giving of notice and the holding of said public hearing is hereby ratified and confirmed as meeting all the requirements of said Unified Development Code of the City of Edinburg, Texas and applicable statutes; and

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

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

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

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

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

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

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

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

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

READ, CONSIDERED, PASSED AND APPROVED at a regular meeting of the City Council of the City of Edinburg, Texas at which a quorum was present and which was held in accordance with V.T.C.A., Government Code, Section 551.041, on the 17th day of June 2025.

CITY OF EDINBURG

By: _____
Ramiro Garza, Jr., Mayor

ATTEST:

By: _____
Clarice Y. Balderas, City Secretary

APPROVED AS TO FORM:

By: _____
Josephine Ramirez-Solis, City Attorney

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE CITY OF EDINBURG COMPREHENSIVE PLAN BY DETERMINING THAT THE DEVELOPMENT FACTORS WITHIN THE CITY HAVE ADJUSTED SUCH THAT THE PROPOSED USE OF A BEING 0.836 OF ONE ACRE OUT OF LOT 1, BLOCK 2, STEELE AND PERSHING SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 8, PAGES 114 – 115, HIDALGO COUNTY DEED RECORDS, LOCATED AT 2610 WEST CANTON ROAD, EDINBURG, HIDALGO COUNTY, TEXAS, 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 Auto-Urban Uses and Neighborhood Commercial Uses to General Commercial Uses; and,

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

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

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

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

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

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

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

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

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

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

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

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

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

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

READ, CONSIDERED, PASSED AND APPROVED at a regular meeting of the City Council of the City of Edinburg, Texas, at which a quorum was present and which was held in accordance with V.T.C.A., Government Code, Section 551.041, on the 17th day of June, 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: June 17, 2025

PUBLIC HEARINGS

Agenda Item No: 8.C.

Public Hearing: Rezoning Request - RK Development & Construction
LLC.

1. **Agenda Item:**

Hold Public Hearing and Consider the Ordinances Providing for the Comprehensive Plan Amendment from Auto-Urban Uses to Suburban Uses and the Rezoning Request from Agriculture and Open Space (AO) District to Residential, Suburban (RS) District, a 16.277 Acre Tract of Land Out of Blocks 37 and 38, Santa Cruz Ranch Subdivision, as Recorded in Volume Z and Page 161, Deed Records, Hidalgo County, Texas, Located at 5161 N I- 69C, as Requested by RK Development & Construction LLC. [Jaime Acevedo, Director of Planning & Zoning]

2. **Description:**

This property is located on the northwest intersection of North Denkhaus Boulevard and Phillips Way. The portion of the property that is being considered for the zone change is currently Agriculture and Open Space (AO) District, which is intended to support agriculture and agriculture-supported uses as the primary use of land. The requested zoning designation is the 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 on larger lots. The applicant is requesting the zone change to establish a new residential subdivision at this location. The proposed subdivision consists of 33 half-acre lots.

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

Staff mailed a notice of the public hearing to 39 neighboring property owners on Friday, May 9, 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 May 28, 2025.

On May 15, 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 May 22, 2025, the Planning & Zoning Commission recommended with a unanimous vote of 5-0 to approve the Comprehensive Plan Amendment and the Rezoning Request.

3. **Staff's Recommendation:**

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

Reviewed by:

Jaime Acevedo, Director of Planning and
Zoning

Jesus Saenz, Assistant City Manager

Approved - 6/13/2025

Final Approval -
6/13/2025

Prepared by:

Rita Guerrero, Assistant
Director of Planning and
Zoning

Attachments:

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

MEETING DATES:
PLANNING & ZONING COMMISSION – 05/22/25
CITY COUNCIL – 06/17/25
DATE PREPARED – 05/14/25

STAFF REPORT
GENERAL INFORMATION

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

APPLICANT: RK Development & Construction LLC.

AGENT: Not Applicable.

LEGAL: a 16.277 acre tract of land out of Blocks 37 and 38, Santa Cruz Ranch Subdivision, as recorded in Volume Z and Page 161, Deed Records, Hidalgo County, Texas

LOCATION: 5161 N I-69C

LOT/TRACT SIZE: 16.277 acres

CURRENT USE: Vacant

PROPOSED USE: Residential

EXISTING ZONING: Agriculture and Open Space (AO) District

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

LAND USE PLAN: Auto-Urban Uses

PUBLIC SERVICES: City of Edinburg Water and Sewer

RECOMMENDATION: Staff recommends approval of the Comprehensive Plan Amendment from Auto-Urban Uses to Suburban Uses and the Rezoning Request from Agriculture and Open Space (AO) District to Residential, Suburban (RS) District based on adjacent zoning and surrounding land uses.

**REZONING REQUEST
RK DEVELOPMENT & CONSTRUCTION LLC.**

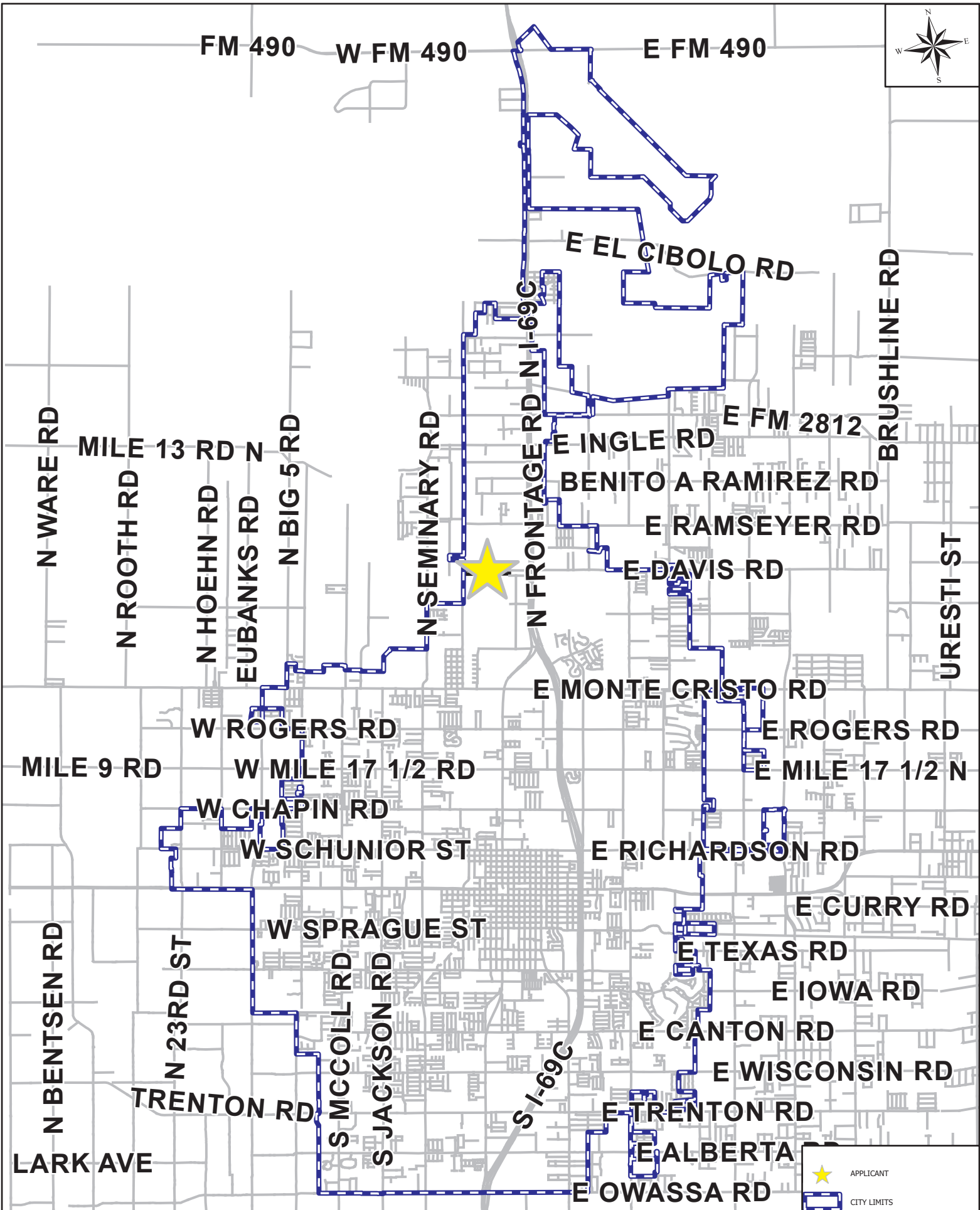
EVALUATION

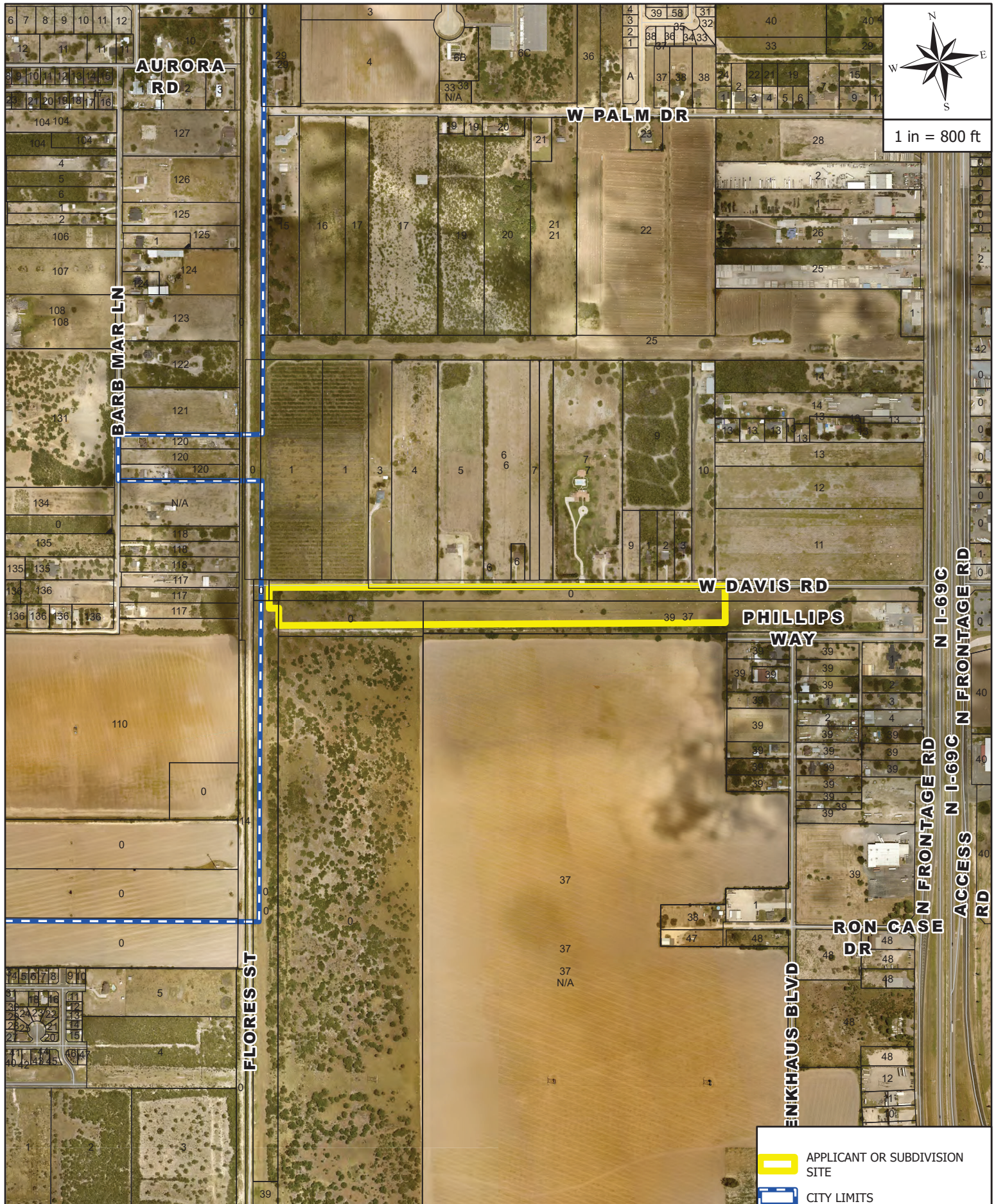
The following is the staff's evaluation of the request:

1. The applicant is requesting the zone change to establish a new residential subdivision at this location.
2. The requested zoning designation is the 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 on larger lots.
3. The proposed zoning is not consistent with the Future Land Use Plan.

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

Staff mailed a notice of the public hearing to 39 neighboring property owners on Friday, May 9, 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 May 28, 2025.

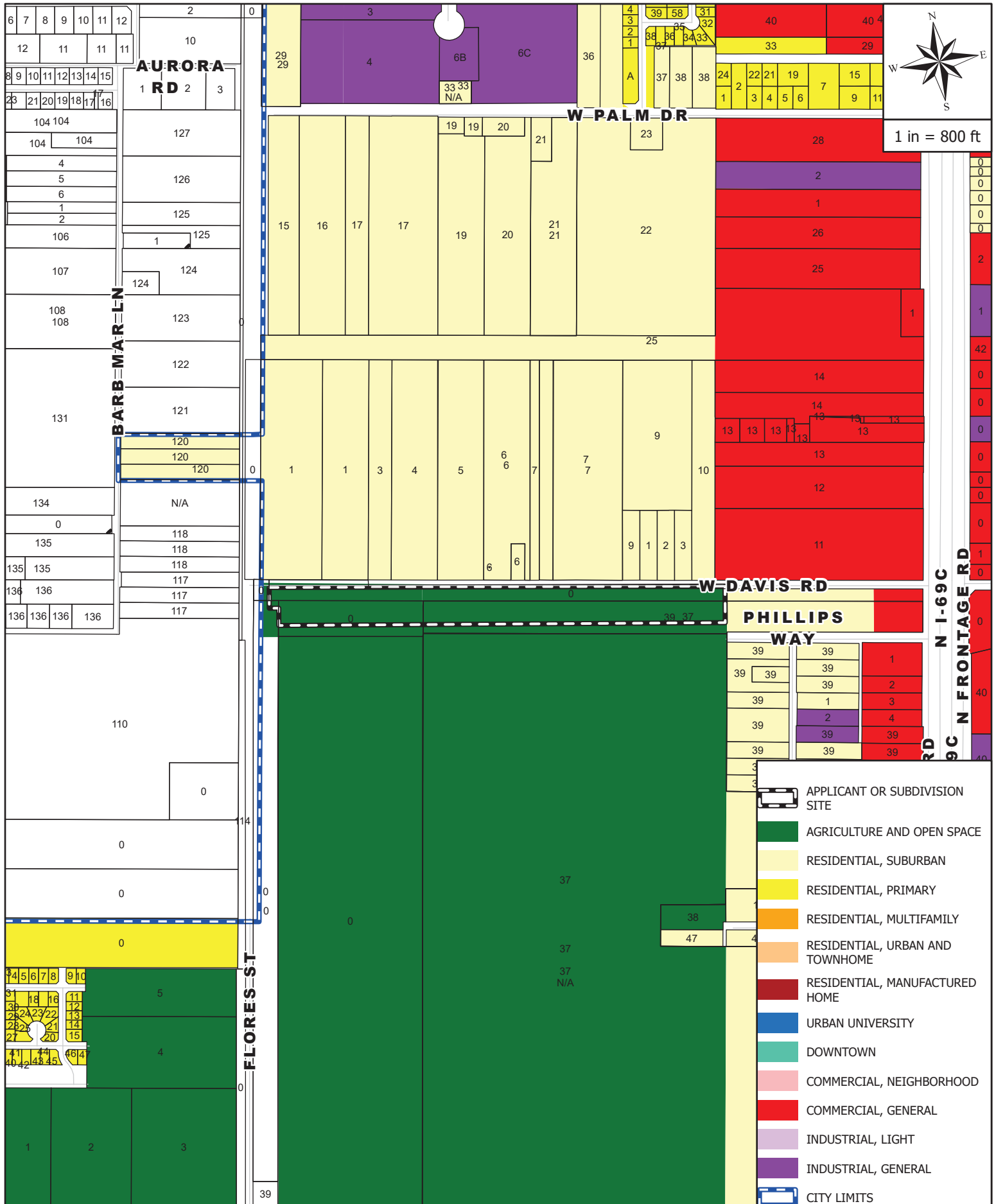




AERIAL MAP

APPLICANT AND/OR SUBDIVISION:

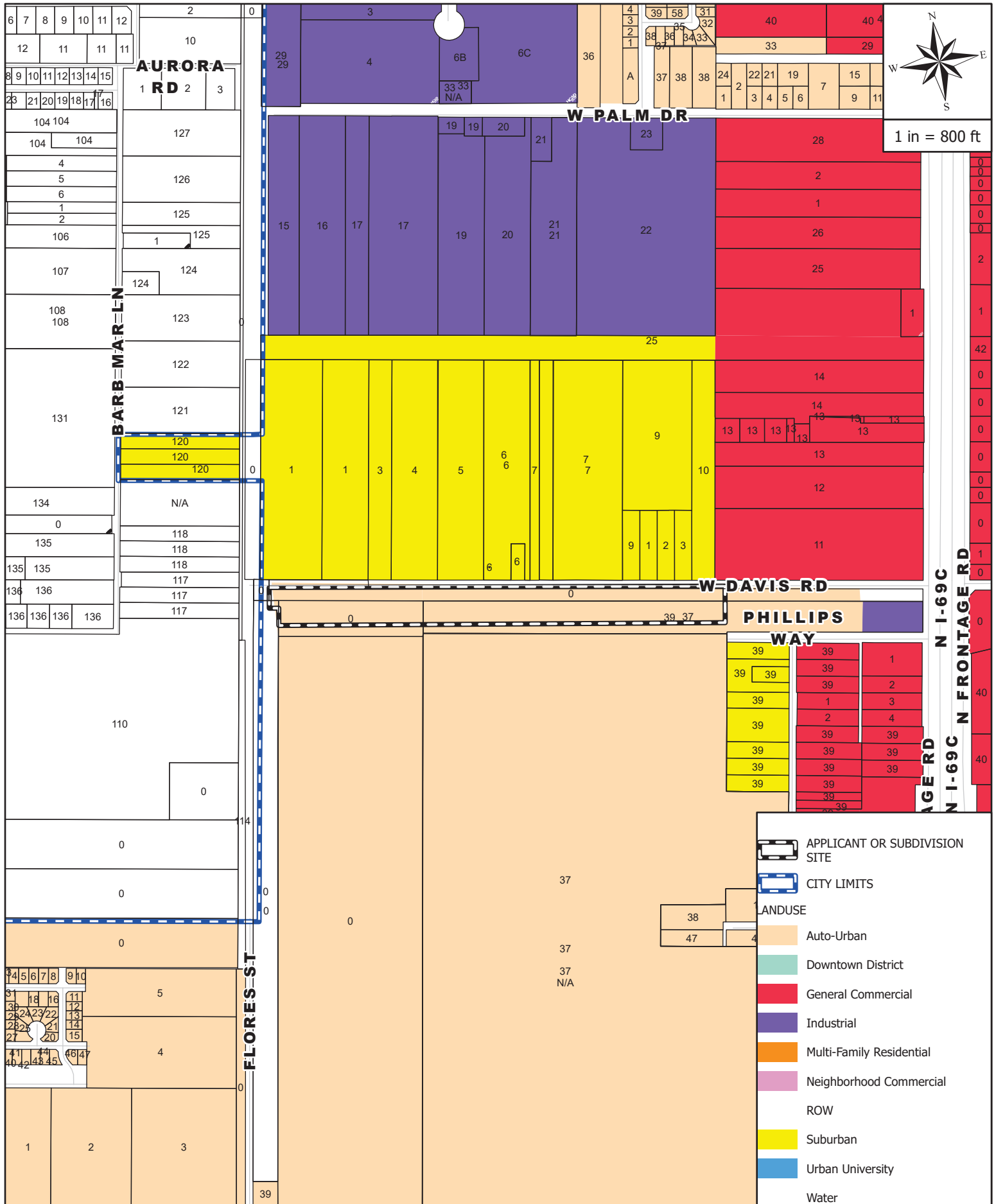
RZNE-2025-0264 5161 N I-69C



ZONING MAP

APPLICANT AND/OR SUBDIVISION:

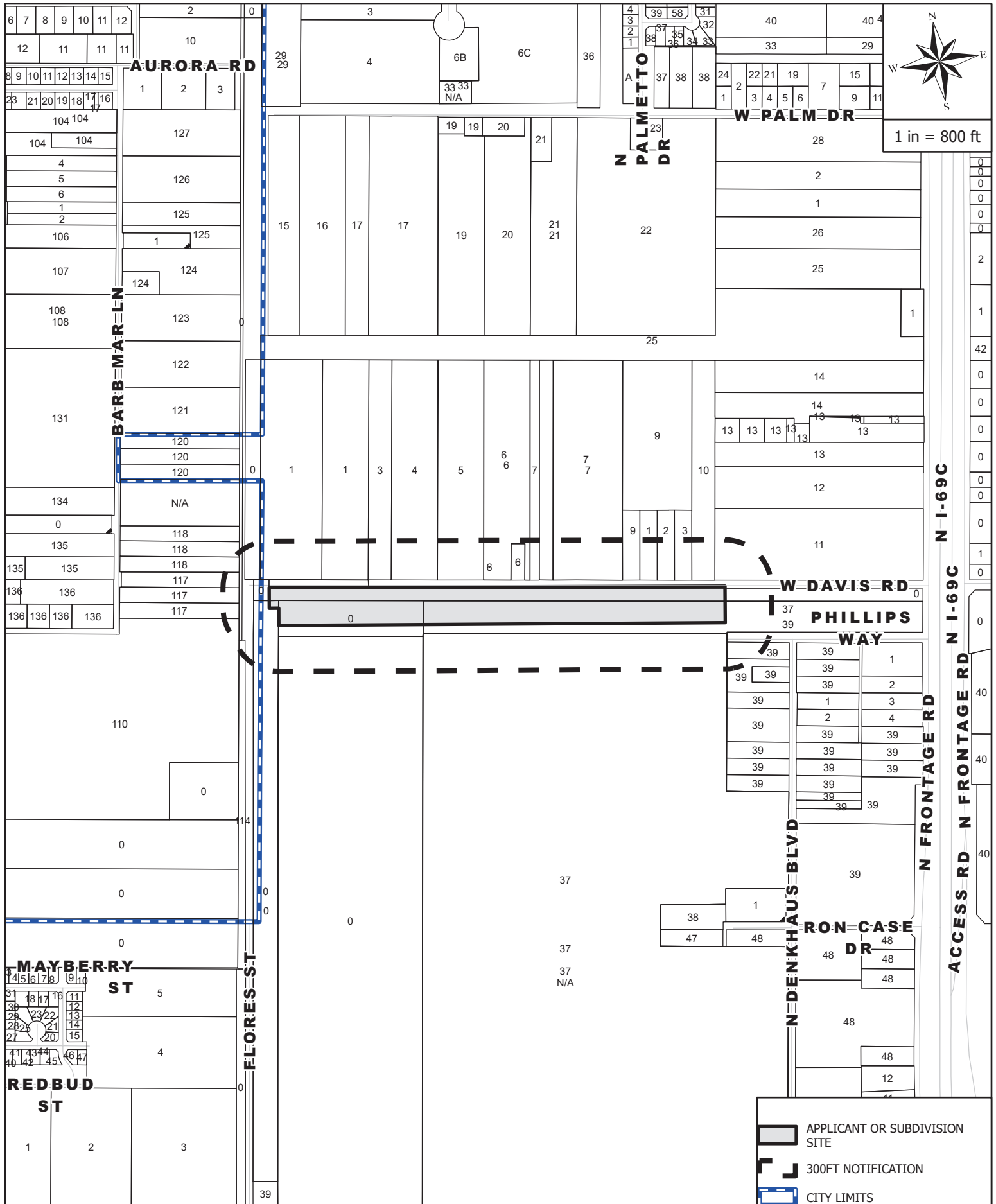
RZNE-2025-0264 5161 N I-69C



FUTURE LANDUSE MAP

APPLICANT AND/OR SUBDIVISION:

RZNE-2025-0264 5161 N I-69C



MAILOUT AND SITE MAP

APPLICANT AND/OR SUBDIVISION:

RZNE-2025-0264 5161 N I-69C



Rezoning Request Site Photo

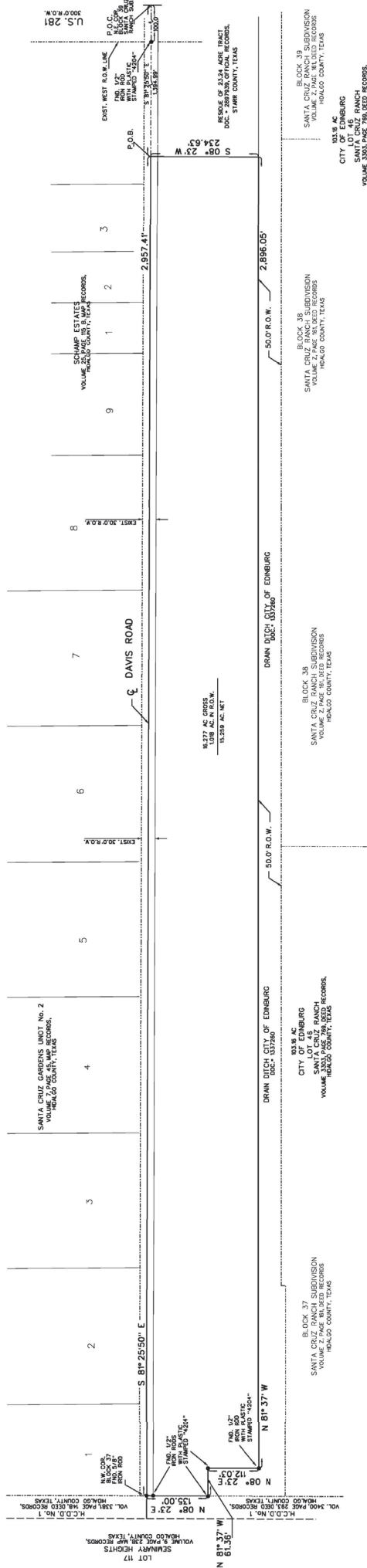
RK Development & Construction LLC.

5161 N-I69C



EXHIBIT "B"

8.277 ACRE TRACT OF LAND OUT OF BLOCKS 37 AND 38, SANTA CRUZ RANCH, HEALDO COUNTY, TEXAS, AS BEING A PORTION OF THAT CERTAIN TRACT DESCRIBED IN WARRANTY DEED WITH VENDOR'S LIEU RECORDED IN DOCUMENT NUMBER 3953359, OFFICIAL RECORDS, HEALDO COUNTY, TEXAS.



Homer Luis Gutierrez
Homer Luis Gutierrez, P.E. 1979 Date 04-27-2025

HOMERO L. GUTIERREZ, P.E., P.L.S.,
P.O. Box 548
McAllen, Texas 78505
(956) 387-0988

DATE: 04-28-2025

DRAWN: BT/M.A.

EXHIBIT "A"

METES AND BOUNDS REZONE: 16.277-ACRE TRACT

A 16.277- Acre Tract of land, more or less, being out of portions of Blocks 38 and 39, Santa Cruz Ranch Subdivision, as per map or plat thereof recorded in Volume Z, Page 161, Deed Records, Hidalgo County, Texas, and being out of the West portion of a 23.24-Acre Tract out of portions of said Blocks 38 and 39, and portion of Blocks 37, out of said Santa Cruz Ranch Subdivision, said 23.24-Acre Tract also being a portion of that certain tract described in Warranty Deed with Vendor's Lien recorded in Document No. 2897939, Official Records, Hidalgo County, Texas, references to which are here made for all purpose, located North of Edinburg, Texas, within the Southwest corner of the intersection Davis Road and Highway US 281 (Interstate Highway 69C), is described by metes and bounds as follows:

The **POINT OF COMMENCEMENT (P.O.C.)** being at a No. 4 Rebar found on the apparent original existing centerline of said Davis Road within the existing right-of-way of said Highway US 281 for the apparent Northeast corner of said Block 39; **THENCE**, N 81° 25' 50" E 4, with the said Davis Road existing centerline and the apparent North lot line of said Block 39, a distance of 100.00 feet past a No. 4 Rebar found with plastic cap stamped "RPLS 4204" on the apparent existing West right-of-way line of said Highway US 281 (Volume 969, Page 531, Deed Records, Hidalgo County, Texas), continuing for a total distance of 1,394.99 feet to a point for the Northeast corner of said 16.277-Acre Tract of land herein described, and for the **POINT OF BEGINNING (P.O.B.)** of said 16.277-Acre Tract of land herein described;

THENCE, S 08° 23' 00" W, parallel to the West line of said Block 39, and with the East line of said 16.277-Acre Tract, a distance of 234.63 feet to a point for the Southeast corner of said 16.277-Acre Tract of land herein described;

THENCE, N 81° 37' 00" W, parallel to the apparent South lot line of said Block 38 followed by the apparent South lot line of said Block 37, and with the apparent southernmost South lot line of said 23.24-Acre Tract and of said 16.277-Acre Tract, a distance of 2896.05 feet to a No. 4 Rebar found with plastic cap stamped "RPLS 4204" on the apparent East line of a said tract described in Special Warranty Deed (Volume 3400, Page 293, Deed Records, Hidalgo County, Texas) for the apparent Northwest corner of an existing Right-of-Way Easement (Judgement Nunc Pro Tunc, Document No. 1337260, Official Records, Hidalgo County, Texas), and being the apparent southernmost Southwest corner of said 23.24-Acre Tract and of said 16.277-Acre Tract of land herein described;

THENCE, N 08° 23' 00" E, with the East line of said tract described in Special Warranty Deed recorded, and the apparent southernmost West lot line of said 23.24-Acre Tract and of said 16.277-Acre Tract, a distance of 112.03 feet to a No. 4 Rebar found for an apparent external corner of said tract described in Special Warranty Deed, and for an internal corner of said 23.24-Acre Tract and of said 16.277-Acre Tract of land herein described;

THENCE, N 81° 37' 00" W, parallel to the said Block 37 South lot line, and with an apparent northern line of said tract described in Special Warranty Deed, and the apparent northernmost South lot line of said 23.24-Acre Tract and of said 16.277-Acre Tract, a distance of 61.36 feet to a concrete monument found on the apparent West lot line of said Block 37 for an interior corner of said tract described in Special Warranty Deed, and the westernmost Southwest corner of said 23.24-Acre Tract and of said 16.277-Acre Tract of land herein described;

METES AND BOUNDS

16.277-Acre Tract
(Continue)

THENCE, N 08°35'22" E, with said Block 37 West lot line, said tract described in Special Warranty Deed East line, and the apparent northernmost West lot line of said 23.24-Acre Tract and of said 16.277-Acre Tract, a distance of 135.00 feet to a five-eighths iron rod found for the apparent Southwest corner of Lot 1, Santa Cruz Gardens Unit 1 Subdivision (Volume 7, Page 45, Map Records, Hidalgo County, Texas), the Northeast corner of said tract described in Special Warranty Deed, and the Northwest corner of said 23.24-Acre Tract and of said 16.277-Acre Tract of land herein described;

THENCE, S 81°25'50" E, parallel to and 15.00 feet South of the apparent South lot line of said Santa Cruz Gardens Unit 1 Subdivision, and with the said Davis Road existing centerline, the apparent North lot line said Blocks 38 followed by the North lot of said Block 37, and the North lot line of said 23.24-Acre Tract and of said 16.277-Acre Tract, a distance of 2,957.41 feet to the said point for the Northeast corner of said 16.277-Acre Tract of land herein described, also being the **POINT OF BEGINNING**, containing a gross of 16.277 acres of land, of which 1.018 acres lies in existing road right-of-way, for a net of 15.259 acres of land, more or less.

Bearings based as per the North lot line of Cindy Estates Subdivision, Volume 45, Page 743, Map Records, Hidalgo County, Texas.

THE ABOVE DESCRIPTION WAS BASED ON AN IMPROVEMENT SURVEY PLAT PREPARED FROM A GROUND SURVEY PERFORMED BY R. E. GARCIA & ASSOCIATES, RPLS NO. 4204, DATED JANUARY 29, 2024 REV: JOB NO.: JOB 2023-222 BOOKT-1 62/PG.66. SEE ACCOMPANIED SURVEY PLAT OF SAID 16.277-ACRE TRACT.



Homer Luis Gutierrez

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

April 24, 2025
Date

ZONE CHANGE APPLICATION

Case #: RZNE-2025-0204

Today's Date: 3/5/25

Name: RICARDO CAZARES Phone No.: 956-884-8093

Contact Name: RICARDO CAZARES

Mailing Address: 1337 W. MOORE RD. City: ACAND TX Zip: 78516

Email Address: pavingsolutions71@gmail.com
materialselalamoe@gmail.com

Name: SAME Phone No.: _____

Contact Name: _____

Mailing Address: _____ City: _____ Zip: _____

Email Address: _____

Address/Location being Rezoned: 5161 N I-69C, Edinburg Tx. 78541

Legal Description of Property: _____ Property ID(s): S 1600-00-000-0039-06

A 16.316 ACRE TRACT OF LAND OUT OF BLOCKS 37, 38 AND 39, SANTA CRUZ RANCH SUBDIVISION, HIDALGO COUNTY, TEXAS

Zone Change: From: AGRICULTURAL To: RS

Existing Land Use: VACANT

Reason for Zone Change: PROPOSED RESIDENTIAL SUBDIVISION
CAZA ESTATES

Ricardo Cazares
(Please Print Name)

[Signature]
Signature

AMOUNT PAID \$ _____

RECEIPT NUMBER _____

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

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

(NOTE: BOTH MEETINGS ARE HELD AT THE EDINBURG CITY COUNCIL CHAMBERS) 83115

OWNER NOTIFICATION LIST REPORT

PID:644673 OLIVAREZ SEVANDO & CARMELA
LOZANO
5214 BARB MAR LN
EDINBURG, TX 78541-4551

PID:646485 CASTRO ESPERANZA
7834 ALBERTA RD
EDINBURG, TX 78542

PID:648725 GUTIERREZ REBECCA
5108 BARB MAR LN
EDINBURG, TX 78541

PID:277687 PROVENZAL MARIO ALBERTO
HERNANDEZ & MARIO HERNANDEZ AVILES
4900 N 10TH ST STE NO 3
MCALLEN. TX 78504

PID:277694 VILLARREAL ISAURA EDELMIRA
RIOS
1108 S 5TH AVE
EDINBURG, TX 78539-5406

PID:279298 ROBLEDO GRACIELA SUSTAITA
15225 E FM 2812 LOT 3
EDINBURG, TX 78542-1522

PID:279299 VERONICA J MONYTES DE OCA
15262 PAVO REAL LN
EDINBURG, TX 78542-1153

PID:277702 REY ROBERTO M
805 W DAVIS RD
EDINBURG, TX 78541-6559

PID:277495 PSS REAL ESTATE LLC
PO BOX 112
CUERO, TX 77954-0112

PID:521705 VILLARREAL ISAURA RIOS
1108 S 5TH AVE
EDINBURG, TX 78539-5406

PID:646487 SANCHEZ JOSE
5204 BARB MAR LN
EDINBURG, TX 78541-4551

PID:279906 CANTU CONCEPCION G & MARIO
A
1450 HUGO RD
SAN MARCOS. TX 78666-1705

PID:277691 VILLARREAL AIDA LEE
2517 CAMELLIA AVE
MCALLEN, TX 78501-6322

PID:277689 RODRIGUEZ RAUL R
1101 W DAVIS RD
EDINBURG, TX 78541-6372

PID:277696 VILLARREAL GILBERT & ISAURA
1108 S 5TH AVE
EDINBURG, TX 78539-5406

PID:279300 GUTIERREZ JUAN & MARIA
DALIA
407 W DAVIS RD
EDINBURG, TX 78541-1042

PID:277692 RAMOS ENRIQUE & PATRICIA
815 DAVIS RD
EDINBURG, TX 78542

PID:277496 REYNOLDS STEPHEN CLAY TRUST
PO BOX 434
EDINBURG, TX 78540-0434

PID:277698 REY ROBERTO M & PATRICIA J
TRUSTEE
805 W DAVIS RD
EDINBURG. TX 78541-6559

PID:277695 VILLARREAL GILBERT JR
4215 LEBANON
EDINBURG, TX 78539-7748

OWNER NOTIFICATION LIST REPORT

PID:277705 LOZANO PRISCILLA & RUDY
1200 LORRAIN ST
AUSTIN, TX 78703-4061

PID:518783 HIDALGO COUNTY DRAINAGE
DIST # 1
2401 N MOOREFIELD RD
MISSION. TX 78574-7043

PID:277517 CANCINO NICOLAS R &
GUADALUPE TRT
709 S BICENTENNIAL BLVD
MCALLEN, TX 78501-5219

PID:277628 CITY OF EDINBURG TEXAS
415 W UNIVERSITY DR
EDINBURG, TX 78539-4353

PID:279904 PRISMA DEVELOPMENTS LLC
2035 N CENTRAL AVE
BROWNSVILLE, TX 78521

PID:528531 HIDALGO COUNTY DRAINAGE
DIST # 1
2401 N MOOREFIELD RD
MISSION. TX 78574-7043

PID:731303 REYNOLDS LISA ELAINE TRUST
PO BOX 434
EDINBURG, TX 78540-0434

PID:277694 VILLARREAL ISAURA EDELMIRA
RIOS
1108 S 5TH AVE
EDINBURG. TX 78539-5406

PID:528530 HIDALGO COUNTY DRAINAGE
DIST # 1
2401 N MOOREFIELD RD
MISSION. TX 78574-7043

PID:279905 HIDALGO COUNTY PROPERTY
HIDALGO CO COURTHOUSE
EDINBURG, TX 78539

PID:277703 BELVAIL JAMES R III
PO BOX 720486
MCALLEN, TX 78504-0486

PID:557809 PSS REAL ESTATE LLC
PO BOX 112
CUERO, TX 77954-0112

PID:277502 CANCINO NICOLAS R &
GUADALUPE TRT
709 S BICENTENNIAL BLVD
MCALLEN, TX 78501-5219

PID:675617 PSS REAL ESTATE LLC
PO BOX 112
CUERO, TX 77954-0112

PID:345935 PAISANO SERVICE & SUPPLY INC
PO BOX 112
CUERO, TX 77954-0112

PID:731302 REYNOLDS WILLIAM FRANCIS
TRUST
PO BOX 434
EDINBURG. TX 78540-0434

PID:277627 HIDALGO COUNTY DRAINAGE
DIST # 1
2401 N MOOREFIELD RD
MISSION. TX 78574-7043

PID:277697 REY ROBERTO M & PATRICIA J
TRUSTEE
805 W DAVIS RD
EDINBURG. TX 78541-6559

PID:277625 HIDALGO COUNTY DRAINAGE
DIST # 1
2401 N MOOREFIELD RD
MISSION. TX 78574-7043

ORDINANCE NO. _____

AN ORDINANCE AMENDING, SUPPLEMENTING, AND CHANGING THE BOUNDARIES OF AGRICULTURE AND OPEN SPACE (AO) DISTRICT TO RESIDENTIAL, SUBURBAN (RS) DISTRICT, A 16.277 ACRE TRACT OF LAND OUT OF BLOCKS 37 AND 38, SANTA CRUZ RANCH SUBDIVISION, AS RECORDED IN VOLUME Z AND PAGE 161, DEED RECORDS, HIDALGO COUNTY, TEXAS, LOCATED AT 5161 N I-69C, EDINBURG, HIDALGO COUNTY, TEXAS, FROM ONE DISTRICT TO ANOTHER; PROVIDING A REPEALER CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE; PROVIDING FOR CODIFICATION; PROVIDING A WAIVER OF THE THREE (3) SEPARATE READINGS; AND ORDAINING OTHER PROVISIONS RELATED TO THE SUBJECT MATTER HEREOF.

WHEREAS, the owner of the herein described real estate has submitted to the Planning and Zoning Commission of the City of Edinburg, Texas, a proposed amendment, and the proposed supplement and change to the boundaries of the Agriculture and Open Space (AO) District to Residential, Suburban (RS) 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 16.277 acre tract of land out of Blocks 37 and 38, Santa Cruz Ranch Subdivision, as recorded in Volume Z and Page 161, Deed Records, Hidalgo County, Texas, Located at 5161 N I-69C, Edinburg, Hidalgo County, Texas, from Agriculture and Open Space (AO) District to Residential, Suburban (RS) 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 May 22, 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 June 17, 2025 at 6:00 P.M., in the Edinburg City Hall, City Council Chambers, located at 415 West University Drive, Edinburg, Texas, which time was not less than 15 days nor more than 20 days from the date of publication, and that said public hearing was held at such time and place, and all of which procedure in the giving of notice and the holding of said public hearing is hereby ratified and confirmed as meeting all the requirements of said Unified Development Code of the City of Edinburg, Texas and applicable statutes; and

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

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

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

SECTION II. The zoning of the first above-described property is hereby changed from Agriculture and Open Space (AO) District to Residential, Suburban (RS) District and the boundaries of said Districts are hereby amended, supplemented and changed so as to delete the said area from the said Agriculture and Open Space (AO) and added to Residential, Suburban (RS) 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 17th day of June 2025.

CITY OF EDINBURG

By: _____
Ramiro Garza, Jr., Mayor

ATTEST:

By: _____
Clarice Y. Balderas, City Secretary

APPROVED AS TO FORM:

By: _____
Josephine Ramirez-Solis, City Attorney

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE CITY OF EDINBURG COMPREHENSIVE PLAN BY DETERMINING THAT THE DEVELOPMENT FACTORS WITHIN THE CITY HAVE ADJUSTED SUCH THAT THE PROPOSED USE OF A 16.277 ACRE TRACT OF LAND OUT OF BLOCKS 37 AND 38, SANTA CRUZ RANCH SUBDIVISION, AS RECORDED IN VOLUME Z AND PAGE 161, DEED RECORDS, HIDALGO COUNTY, TEXAS, LOCATED AT 5161 N I-69C, EDINBURG, HIDALGO COUNTY, TEXAS, SHOULD BE FOR SUBURBAN USES; PROVIDING A REPEALER CLAUSE; PROVIDING A SAVINGS CLAUSE, PROVIDING FOR PUBLICATION AND EFFECTIVE DATE; PROVIDING A WAIVER OF THREE (3) SEPARATE READINGS; AND ORDAINING OTHER PROVISIONS RELATED TO THE SUBJECT MATTER THEREOF.

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

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

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

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

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

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

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

- (1) Population growth requiring more Suburban Uses;
- (2) Expansion and development of Suburban 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 17th day of June, 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: June 17, 2025

PUBLIC HEARINGS

Agenda Item No: 8.D.

Public Hearing: Rezoning Request - Rio Delta Engineering

1. **Agenda Item:**

Hold Public Hearing and Consider the Ordinances Providing for the Comprehensive Plan Amendment from General Commercial Uses to Auto-Urban Uses and the Rezoning Request from Commercial, General (CG) District and Residential, Multi-Family (RM) District to Residential, Urban (RU) & Townhome District, 9.51 Acres Out of Part or Portion of Lot 5, Block 1, John Closner Et. Al. Subdivision Recorded in Document #1911-8962, Map Records Hidalgo County, Texas, Located at 2301 East Wisconsin Road, as Requested by Rio Delta Engineering. [Jaime Acevedo, Director of Planning & Zoning]

2. **Description:**

This property is located on the northwest intersection of East Wisconsin Road and South Raul Longoria Road. The portion of the property that is being considered for the zone change is currently Residential, Multifamily (RM) District and Commercial, General (CG) District. The Residential, Multi-family (RM) District is intended to accommodate various multi-family residential uses and the Commercial, General (CG) District is meant to accommodate a wide range of commercial uses. The requested zoning designation is the Residential, Urban (RU) & Townhome District, which is the highest intensity single-family residential district. The applicant is requesting the zone change to establish a new townhome development at this location.

Adjacent zoning is Residential, Multi-family (RM) District to the north and south, Commercial, General (CG) District to the east, with a drainage ditch to the west. Surrounding land consists of residential uses, commercial uses, and institutional uses (Edinburg High School). The future land use designation for this property is for Auto-Urban Uses and General Commercial Uses.

Staff mailed a notice of the public hearing to 13 neighboring property owners on Friday, May 9, 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 May 28, 2025.

On May 15, 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 May 22, 2025, the Planning & Zoning Commission recommended with a unanimous vote of 5-0 to approve the Comprehensive Plan Amendment and the Rezoning Request.

3. **Staff's Recommendation:**

Staff recommends approval of the Comprehensive Plan Amendment from General Commercial Uses to Auto-Urban Uses and the Rezoning Request from Commercial, General (CG) District and Residential, Multi-Family (RM) District to Residential, Urban (RU) & Townhome District based on surrounding land uses and lower density compared to its current zoning district. If approved, the applicant will need to comply with all requirements during the permitting process including compliance with subdivision regulations, building/fire codes, fire protection, parking, landscape buffer-yards, solid waste services, utility, and other City requirements, as applicable.

Reviewed by:

Jaime Acevedo, Director of Planning and
Zoning

Jesus Saenz, Assistant City Manager

Approved - 6/13/2025

Final Approval -
6/13/2025

Prepared by:

Rita Guerrero, Assistant
Director of Planning and
Zoning

Attachments:

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

MEETING DATES:
PLANNING & ZONING COMMISSION – 05/22/25
CITY COUNCIL – 06/17/25
DATE PREPARED – 05/14/25

STAFF REPORT
GENERAL INFORMATION

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

APPLICANT: Ramon Estevis

AGENT: Rio Delta Engineering

LEGAL: 9.51 acres out of part or portion of Lot 5, Block 1, John Closner Et. Al. Subdivision recorded in Document #1911-8962, Map Records Hidalgo County, Texas

LOCATION: 2301 East Wisconsin Road

LOT/TRACT SIZE: 9.51 acres

CURRENT USE: Vacant

PROPOSED USE: Residential

EXISTING ZONING: Commercial, General (CG) District and Residential, Multi-Family (RM) District

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

LAND USE PLAN: Auto-Urban Uses and General Commercial Uses

PUBLIC SERVICES: North Alamo Water Supply Corporation Water and Sewer

RECOMMENDATION: Staff recommends approval of the Comprehensive Plan Amendment from General Commercial Uses to Auto-Urban Uses and the Rezoning Request from Commercial, General (CG) District and Residential, Multi-Family (RM) District to Residential, Urban (RU) & Townhome District

REZONING REQUEST RIO DELTA ENGINEERING

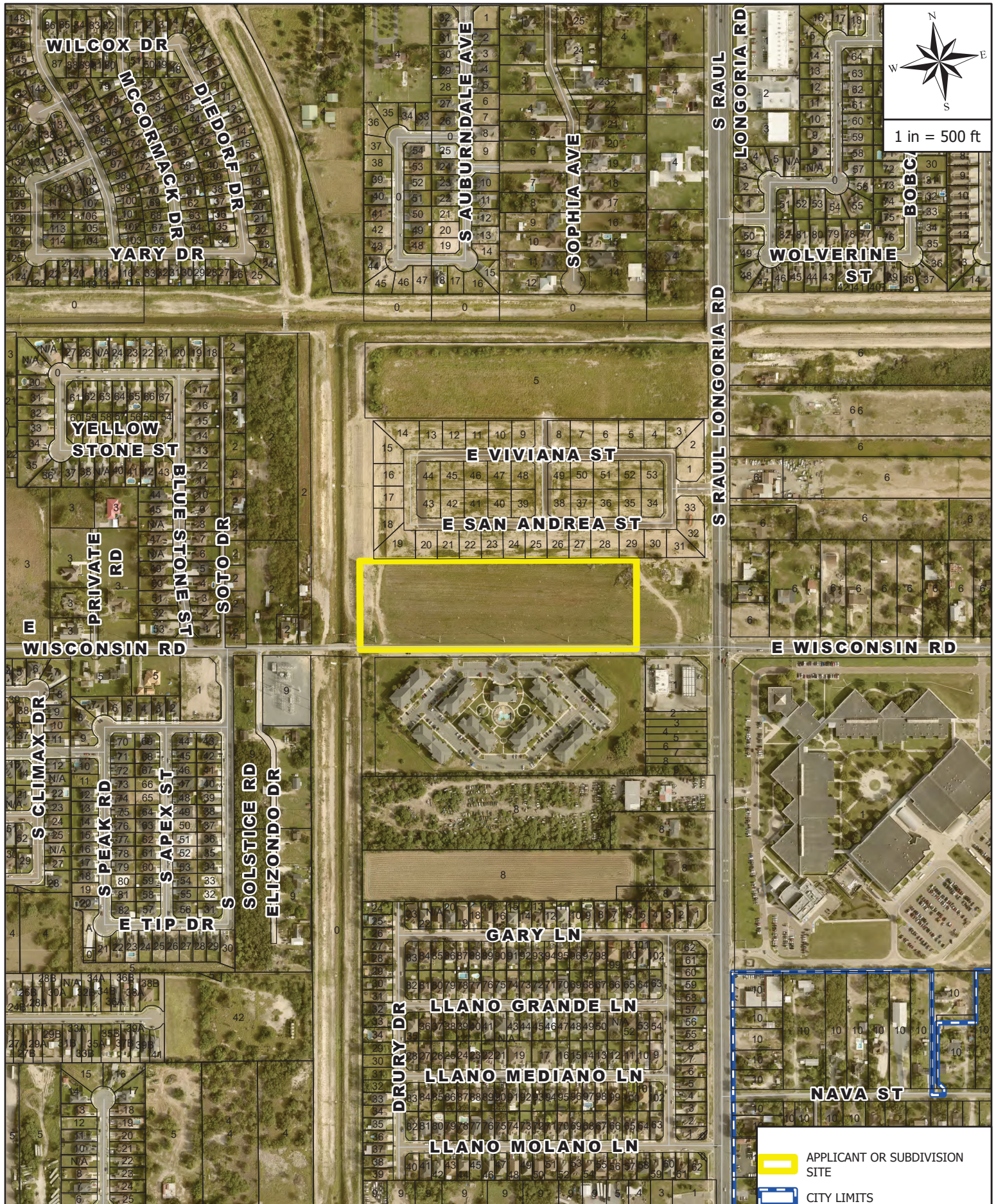
EVALUATION

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

1. The applicant is requesting the zone change to establish a new townhome development at this location.
2. The requested zoning designation is the Residential, Urban & Townhome (RU) District, which is the highest intensity single-family residential district.
3. The proposed zoning is consistent with the Future Land Use Plan.

Staff recommends approval of the Comprehensive Plan Amendment from General Commercial Uses to Auto-Urban Uses and the Rezoning Request from Commercial, General (CG) District and Residential, Multi-Family (RM) District to Residential, Urban (RU) & Townhome District based on surrounding land uses and lower density compared to its current zoning district. 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.

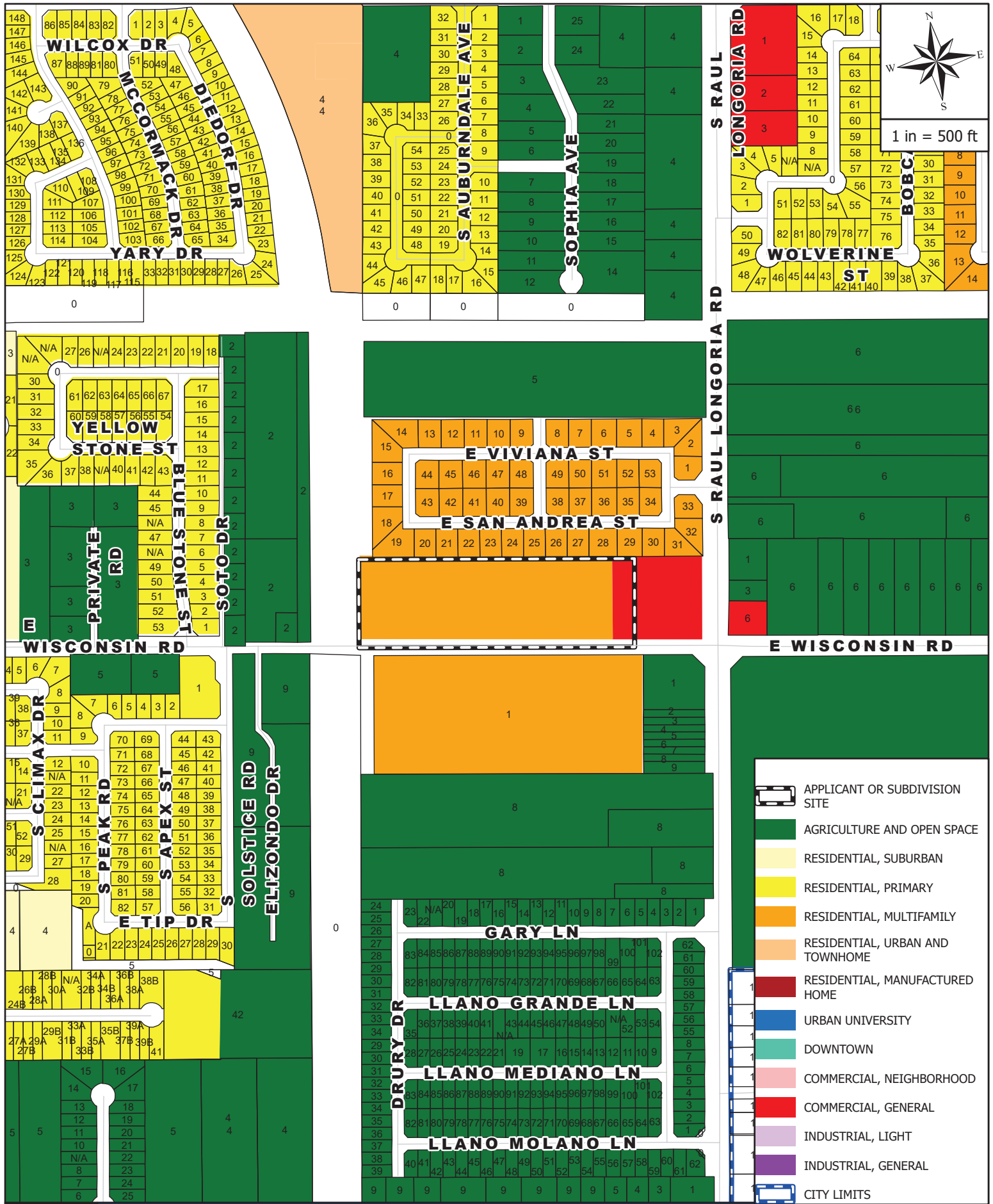
Staff mailed a notice of the public hearing to 13 neighboring property owners on Friday, May 9, 2025, and received no comments in favor or against this request at the time this report was prepared. Notice of this public hearing was published in the newspaper on May 28, 2025.



AERIAL MAP

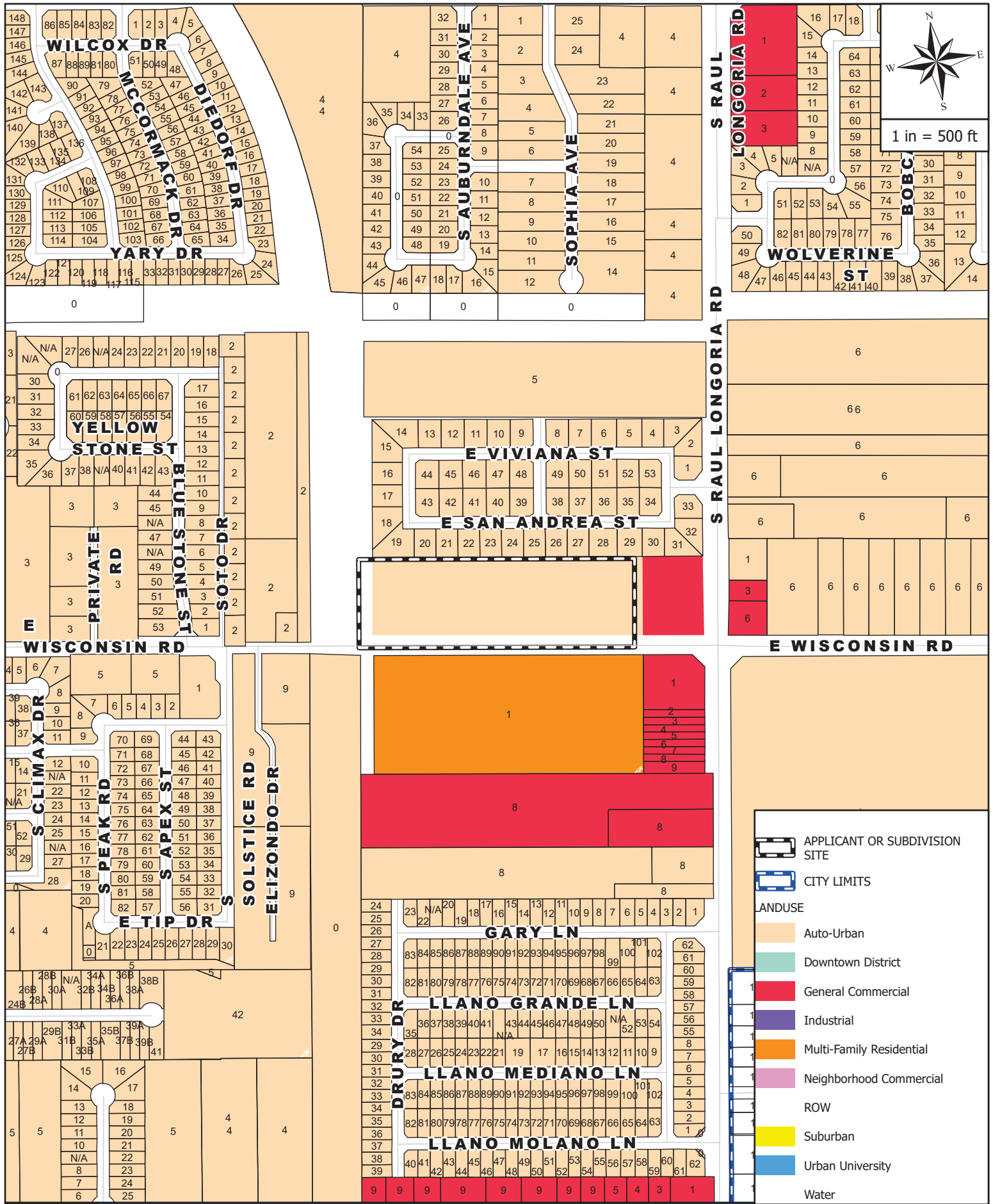
APPLICANT AND/OR SUBDIVISION:

RZNE-2025-0272 2301 E WISCONSIN RD



ZONING MAP **APPLICANT AND/OR SUBDIVISION:**

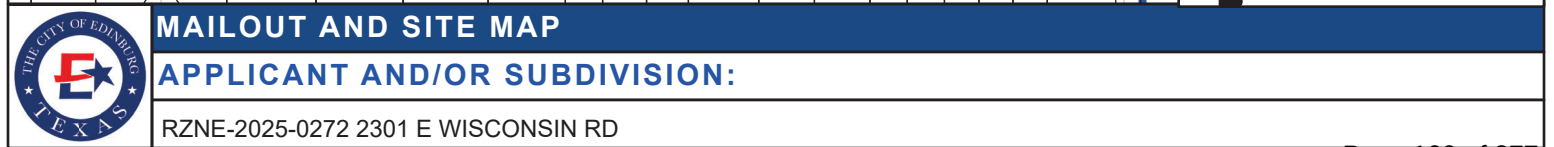
RZNE-2025-0272 2301 E WISCONSIN RD



FUTURE LANDUSE MAP

APPLICANT AND/OR SUBDIVISION:

RZNE-2025-0272 2301 E WISCONSIN RD



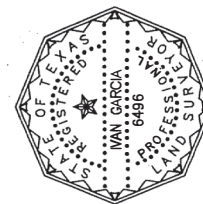


Rezoning Request Site Photo

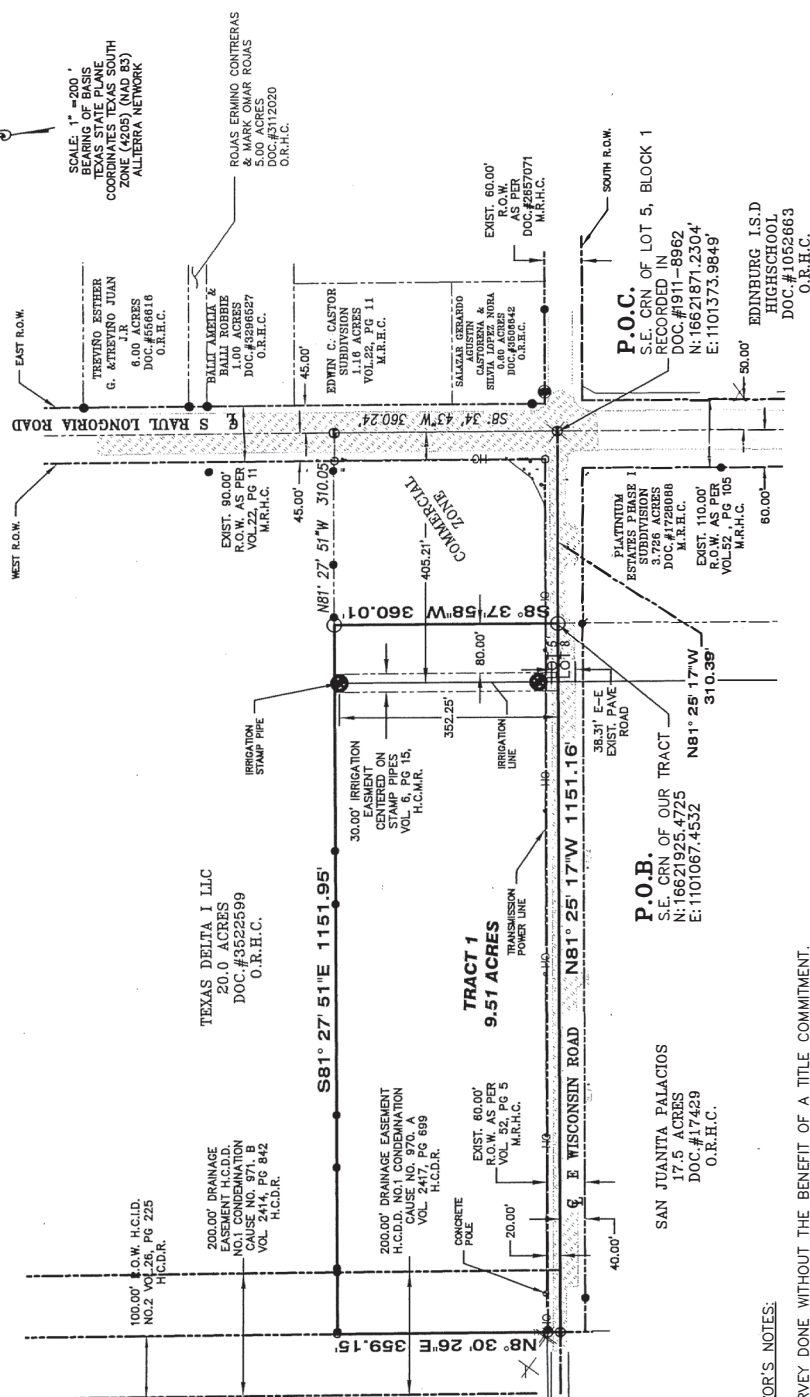
Rio Delta Engineering
2301 East Wisconsin Road



OUT OF PART OR PORTION OF LOT 5, BLOCK 1,
JOHN CLOSNER ET. AL. SUBDIVISION,
RECORDED IN DOC. #1911-8962,
MAP RECORDS HIDALGO COUNTY, TEXAS
TO ACCOMPANY FIELD NOTES



DATE
IVAN GARCIA
REG. PROFESSIONAL LAND
SURVEYOR NO. 6496



I, IVAN GARCIA, A REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND OF THE PROPERTY DESCRIBED HEREON DURING APRIL, 2025, UNDER MY DIRECTION AND SUPERVISION; THAT IT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE; THAT THE PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH "MINIMUM STANDARD DETAIL REQUIREMENTS FOR LAND TITLE SURVEYS".

	
RIO DELTA ENGINEERING	
FIRM REGISTRATION No. F-7628	
SURVEY FIRM No. 10194027	
921 S. 10TH AVENUE, EDINBURG TEXAS 76539	
(TEL) 956-380-5152 (FAX) 956-380-5083	
DATE:	APRIL, 2025
PROJECT:	SUB 25.019
PAGE:	OF 1

EXHIBIT A
TRACT 1- 9.51 ACRES
OUT OF PART OR PORTION OF LOT 5, BLOCK 1
, JOHN CLOSNER ET. AL. SUBDIVISION
RECORDED IN DOCUMENT .#1911-8962,
MAP RECORDS HIDALGO COUNTY, TEXAS
FIELD NOTES

BEING A SUBDIVISION OF 9.51 ACRES SITUATED IN HIDALGO COUNTY, TEXAS, BEING A PART OR PORTION OF LOT 5, BLOCK 1, JOHN CLOSNER ET. AL. SUBDIVISION, RECORDED IN DOCUMENT. # 1911-8962, MAP RECORDS HIDALGO COUNTY TEXAS, SAID 9.51 ACRES BEING MORE PARTICULARLY DESCRIBED BY THE METES AND BOUNDS AS FOLLOWS;

COMMENCING, AT A COTTON PICKER SPINDLE SET AT THE SOUTHEAST CORNER OF SAID LOT 5, BLOCK 1, SAME BEING AT THE INTERSECTION OF SOUTH RAUL LONGORIA ROAD & E WISCONSIN ROAD;

THENCE, N 81°25' 17" W ALONG THE E WISCONSIN CENTERLINE, A DISTANCE OF 310.39 FEET TO A 1/2-INCH IRON ROD SET FOR THE SOUTHEAST CORNER AND THE **POINT OF BEGINNING** OF THE HEREIN DESCRIBED TRACT

THENCE, N 81° 25' 17" W ALONG THE E WISCONSIN CENTERLINE, A DISTANCE OF 1151.16 FEET TO A COTTON PICKER SPINDLE SET ON THE CENTERLINE OF E WISCONSIN ROAD FOR THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, N 08° 30' 26" E ALONG THE CENTERLINE OF SAID 200-FOOT RIGHT-OF-WAY DRAINAGE EASEMENT HIDALGO COUNTY DRAINAGE DISTRICT CAUSE NO.970 A, RECORDED IN VOLUME 2417, PAGE 699, OFFICIAL RECORDS HIDALGO COUNTY, TEXAS, AT A DISTANCE OF 20.00 FEET PASS A 1/2-INCH IRON ROD SET ON THE EXISTING NORTH RIGHT-OF-WAY LINE OF WISCONSIN ROAD, CONTINUING A TOTAL DISTANCE OF 359.15 FEET TO A 1/2-INCH IRON ROD SET FOR THE NORTHWEST CORNER OF THIS TRACT;

THENCE, S 81° 27' 51" E ACROSS THE SAID LOT 5, BLOCK 1, PASSING AT A DISTANCE OF 100.00 FEET TO THE EXISTING EAST RIGHT-OF-WAY LINE OF SAID DRAINAGE EASEMENT A 1/2-INCH IRON ROD SET, CONTINUING A TOTAL DISTANCE OF 1,151.95 FEET TO A 1/2-INCH IRON ROD SET, FOR THE NORTHEAST CORNER OF THIS TRACT;

THENCE, S 08° 37' 58" W ACROSS THE SAID LOT 5, BLOCK 1, A DISTANCE OF 360.01 FEET TO THE **POINT AND PLACE OF BEGINNING**, SAID 9.51 ACRES TRACT OF LAND MORE OR LESS

I, IVAN GARCIA, CERTIFY THAT THE ABOVE FIELDNOTES AND PLAT REPRESENT AN ACTUAL SURVEY ON THE GROUND MADE UNDER MY SUPERVISION AND THAT ALL CORNERS HAVE BEEN LOCATED AS INDICATED.


IVAN GARCIA
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6496
SURVEY FIRM NO. 10194027
RIO DELTA ENGINEERING
921 S. 10TH AVENUE
EDINBURG, TEXAS 77539

DATE

4/30/25



Today's Date: 4/16/25

Case # : _____

OWNER INFORMATION

Name: RAMON ESTEVIS Phone No. : _____

Contact Name: _____

Mailing Address: 802 AMISTAD CIR City: EDINBURG Zip: 78539

Email Address: _____

APPLICANT INFORMATION

Name: RIO DELTA ENGINEERING Phone No. : 9563805152

Contact Name: IVAN GARCIA P.E. R.P.L.S

Mailing Address: 921 S. 10TH AVE. City: EDINBURG Zip: 78539

Email Address: EDINBURG@RIODELTAENGINEERING.COM

PROPERTY INFORMATION

Address/Location being Rezoned: 2301 E WISCONSIN RD

Legal Description of Property: _____ Property ID(s): 199510

9.51 ACRES OUT OF PART OR PORTION OF LOT 5, BLOCK 1, JOHN CLOSER ET. AL. SUBDIVISION RECORDED
IN DOCUMENT # 1911-8962, MAP RECORDS HIDALGO COUNTY, TEXAS

Zone Change: From: RM - RESIDENTIAL, MULTIFAMILY AND CG - COMMERCIAL GENERAL To: RU - RESIDENTIAL, URBAN AND TOWNHOMES

Existing Land Use: VACANT

Reason for Zone Change: TOWNHOMES DEVELOPMENT

Ramon Estevis by Berta Estevis P.O.A.
(Please Print Name)

Ramon Estevis by Berta Estevis P.O.A.
Signature

AMOUNT PAID \$ _____

RECEIPT NUMBER _____

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

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

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

OWNER NOTIFICATION LIST REPORT

PID:199510 ESTEVIS RAMON

802 AMISTAD CIR

EDINBURG, TX 78539-6675

PID:716310 PALACIOS JOHNNY

921 E EBONY LN

EDINBURG, TX 78539-5838

PID:716311 PALACIOS JOHNNY

921 E EBONY LN

EDINBURG, TX 78539-5838

PID:199490 HIDALGO CO DRAIN DIST #1

902 N DOOLITTLE RD

EDINBURG, TX 78542-7470

PID:199509 ESTEVIS RAMON

802 AMISTAD CIR

EDINBURG, TX 78539-6675

PID:199664 MORA ROBERT JR & LILIANA

PO BOX 1921

SAN JUAN, TX 78589-1921

PID:199663 SALINAS PEDRO

3308 SOTO DR

EDINBURG, TX 78542-6446

PID:199507 TEXAS DELTA I LLC

1106 GOODRICH DR

EDINBURG, TX 78539-2704

PID:716307 COLE VS EDINBURG (RAUL
LONGORIA) TX LLC

3200 HACKBERRY ROAD

IRVING, TX 75063

PID:213393 SOUTH TEXAS ELECTRIC
COOPERATIVE INC

PO BOX 119

NURSERY, TX 77976-0119

PID:1123678 WISCONSIN STREET HOUSING
LP

330 W VICTORIA ST

GARDENA, CA 90248-3527

PID:199660 GARCIA GEORGE

2003 E WISCONSIN RD

EDINBURG, TX 78542-4604

PID:199662 ADAME MICHELLE

PO BOX 2146

EDINBURG, TX 78540-2146

ORDINANCE NO. _____

AN ORDINANCE AMENDING, SUPPLEMENTING, AND CHANGING THE BOUNDARIES OF COMMERCIAL, GENERAL (CG) DISTRICT AND RESIDENTIAL, MULTI-FAMILY (RM) DISTRICT TO RESIDENTIAL, URBAN & TOWNHOME (RU) DISTRICT, 9.51 ACRES OUT OF PART OR PORTION OF LOT 5, BLOCK 1, JOHN CLOSNER ET. AL. SUBDIVISION RECORDED IN DOCUMENT #1911-8962, MAP RECORDS HIDALGO COUNTY, TEXAS, LOCATED AT 2301 EAST WISCONSIN 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 and Residential, Multi-Family (RM) District to Residential, Urban & Townhome (RU) District, as set out in the Unified Development Code of the City of Edinburg, Texas, heretofore finally passed, approved, and adopted by said City Council on the 9th day of August, 2022. Such proposed amendment is to change the zoning of a 9.51 acres out of part or portion of Lot 5, Block 1, John Closner Et. Al. Subdivision recorded in Document #1911-8962, Map Records Hidalgo County, Texas, Located at 2301 East Wisconsin Road, Edinburg, Hidalgo County, Texas, from Commercial, General (CG) District and Residential, Multi-Family (RM) District to Residential, Urban & Townhome (RU) District, for a recommendation and report by said Planning and Zoning Commission; and

WHEREAS, the said Planning and Zoning Commission of the City of Edinburg, Texas, gave due notice as provided by said Unified Development Code of a public hearing to be held before said Planning and Zoning Commission, on May 22, 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 June 17, 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 and Residential, Multi-Family (RM) District to Residential, Urban & Townhome (RU) District and the boundaries of said Districts are hereby amended, supplemented and changed so as to delete the said area from the said Commercial, General (CG) District and Residential, Multi-Family (RM) District and added to Residential, Urban & Townhome (RU) District.

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

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

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

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

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

City Council.

READ, CONSIDERED, PASSED AND APPROVED at a regular meeting of the City Council of the City of Edinburg, Texas at which a quorum was present and which was held in accordance with V.T.C.A., Government Code, Section 551.041, on the 17th day of June 2025.

CITY OF EDINBURG

By: _____
Ramiro Garza, Jr., Mayor

ATTEST:

By: _____
Clarice Y. Balderas, City Secretary

APPROVED AS TO FORM:

By: _____
Josephine Ramirez-Solis, City Attorney

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE CITY OF EDINBURG COMPREHENSIVE PLAN BY DETERMINING THAT THE DEVELOPMENT FACTORS WITHIN THE CITY HAVE ADJUSTED SUCH THAT THE PROPOSED USE OF A 9.51 ACRES OUT OF PART OR PORTION OF LOT 5, BLOCK 1, JOHN CLOSNER ET. AL. SUBDIVISION RECORDED IN DOCUMENT #1911-8962, MAP RECORDS HIDALGO COUNTY, TEXAS, LOCATED AT 2301 EAST WISCONSIN ROAD, EDINBURG, HIDALGO COUNTY, TEXAS, SHOULD BE FOR AUTO-URBAN USES; PROVIDING A REPEALER CLAUSE; PROVIDING A SAVINGS CLAUSE, PROVIDING FOR PUBLICATION AND EFFECTIVE DATE; PROVIDING A WAIVER OF THREE (3) SEPARATE READINGS; AND ORDAINING OTHER PROVISIONS RELATED TO THE SUBJECT MATTER THEREOF.

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

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

WHEREAS, such development is not detrimental to the General Commercial 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 Auto-Urban Uses. The conditions that exist are:

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

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

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

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

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

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

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

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

READ, CONSIDERED, PASSED AND APPROVED at a regular meeting of the City Council of the City of Edinburg, Texas, at which a quorum was present and which was held in accordance with V.T.C.A., Government Code, Section 551.041, on the 17th day of June, 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: June 17, 2025

ORDINANCES

Agenda Item No: 9.A.

Ordinance: Special Use Permit - "Sacred Heart Catholic Church Jesus Feast 2025"

1. Agenda Item:

Consider Ordinance Providing for a Temporary Special Use Permit for "Sacred Heart Catholic Church Jesus Feast 2025" to be Held Sunday, June 22, 2025, Being Edinburg Original Townsite, Block 319, Lots 1-5, Located at 216 N. 16th Street at Sacred Heart Catholic Church, as Requested by Sacred Heart Catholic Church. [Jaime Acevedo, Director of Planning and Zoning]

2. Description:

The applicant is requesting a Temporary Special Use Permit for the "Sacred Heart Catholic Church Jesus Feast 2025" to be Held Sunday, June 22, 2025, the event will start at 6:00 p.m. and end at approximately 9:00 p.m. This event will be held at the Sacred Heart Catholic Church grounds, 216 N. 16th Street and a one-hour street procession will follow at certain locations.

3. Staff's Recommendation:

Staff recommends approval of the Temporary Special Use Permit for "Sacred Heart Catholic Church Jesus Feast 2025" for this event is subject to City Council approval.

Reviewed by:

Jaime Acevedo, Director of Planning and Zoning

Jesus Saenz, Assistant City Manager

Approved - 6/13/2025

Final Approval -
6/13/2025

Prepared by:

Rita Guerrero, Assistant
Director of Planning and
Zoning

Attachments:

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

MEETING DATES:
CITY COUNCIL – 06/17/2025
DATE PREPARED – 05/22/2025

STAFF REPORT
GENERAL INFORMATION

<u>APPLICATION:</u>	Temporary Special Use Permit and Waiver of Application Fee for the “Sacred Heart Catholic Church Jesus Feast 2025”
<u>APPLICANT:</u>	Father Rene Gaytan
<u>AGENT:</u>	Not Applicable
<u>LEGAL:</u>	Sacred Heart Catholic Church
<u>LOCATION:</u>	216 N. 16 th Street
<u>LOT/TRACT SIZE:</u>	N/A
<u>CURRENT USE OF PROPERTY:</u>	Sacred Heart Catholic Church
<u>PROPOSED USE OF PROPERTY:</u>	“Sacred Heart Catholic Church Jesus Feast 2025”
<u>EXISTING LAND USE/ ADJACENT ZONING:</u>	North – Residential Primary (RP) District South – Residential Primary (RP) District East - Residential Primary (RP) District West - Residential Primary (RP) District
<u>LAND USE PLAN DESIGNATION:</u>	Downtown (DD) District
<u>ACCESS AND CIRCULATION:</u>	This property has access onto McIntyre Street
<u>PUBLIC SERVICES:</u>	Public utilities serve the site.
<u>RECOMMENDATION:</u>	Staff recommends approval of the Temporary Special Use Permit for the “Sacred Heart Catholic Church Jesus Feast 2025”. A comprehensive evaluation is on the following page(s).

SPECIAL USE PERMIT

“SACRED HEART CATHOLIC CHURCH JESUS FEAST 2025”

EVALUATION AND CONDITIONS FOR APPROVAL

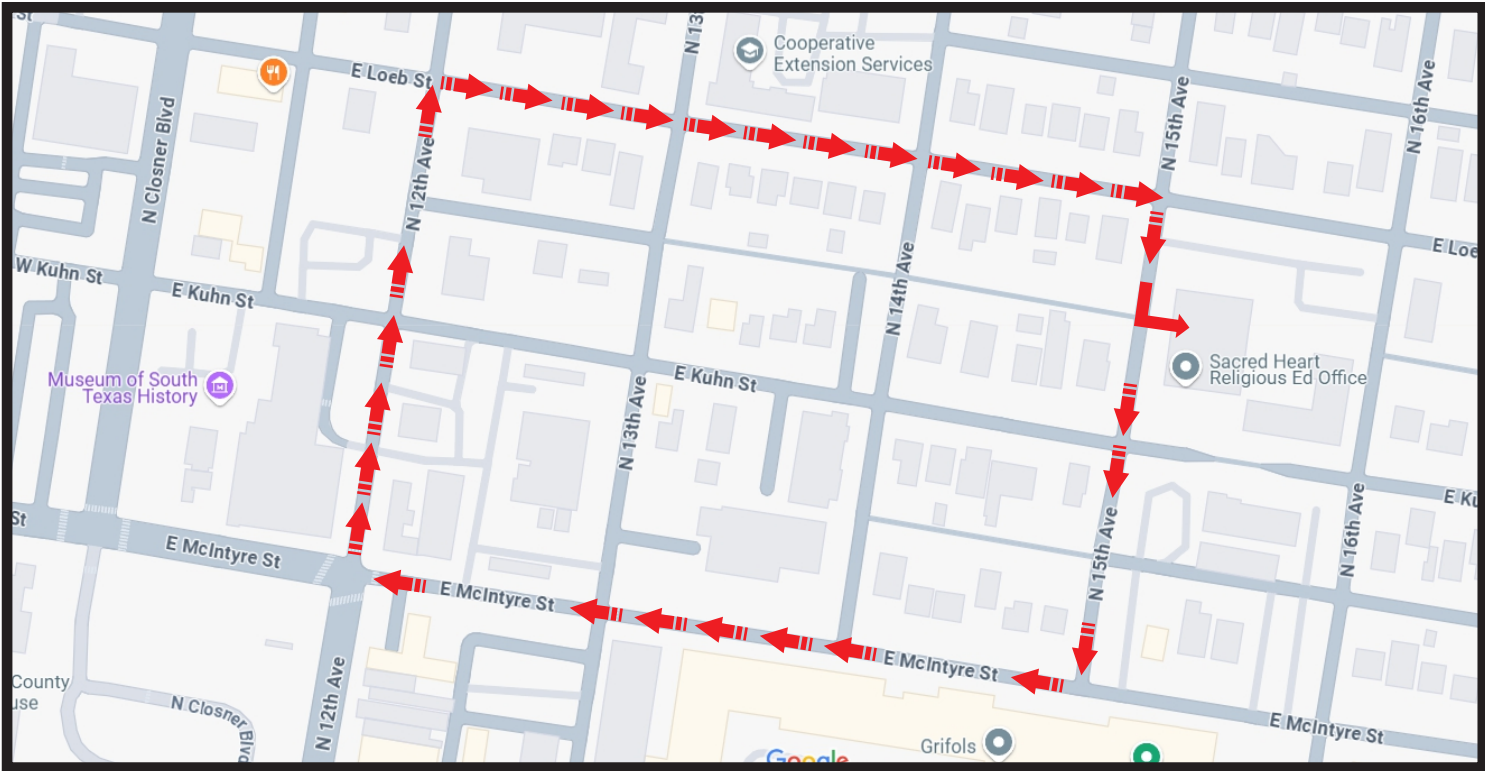
The following is the staff’s evaluation and conditions for approval of this application. The “Sacred Heart Catholic Church Jesus Feast 2025” consists of a one (1) day outdoor event see attached letter.

1. **Duration:** The proposed days and hours requested by the applicant are as follows:
Sunday, June 22, 2025, – 6:00 p.m. to 9:00 p.m.
The days and hours of operation must meet Section 130.22 Curfew Hours of the Code of Ordinances.
2. **Access Control:** The main access for this event will be from McIntyre Street
3. **Security Services:** Security services are provided by off-duty city police officers until the time of closing of the operation.
4. **Sanitation:** The applicant must provide roll-off containers and plastic carts from the Solid Waste Department for this event if necessary.
5. **Electric and Lighting:** Outdoor events will be provided with electrical generators.
6. **Noise:** Little noise will be generated and a PA system will be set for brief speeches.
7. **Site Restoration:** Event Volunteers will maintain and clear the property.
8. **Liability Insurance:** The City is provided with and is included as an added insured in the liability insurance carried by the applicant.
9. **Indemnity:** “Sacred Heart Catholic Church Jesus Feast 2025” will occur on Private Property and will not impede traffic or cause disturbance for vehicular traffic. A hold Harmless Agreement will be signed and provided by the Organizers of the event.
10. **Health Permit:** A temporary health permit for food vendors must be obtained through the Code Enforcement Division if food and beverages will be provided at the event.

Corpus Christi Procession

6/22/2025

After 5:30 pm Mass



A) Permits for street closure

B) Stations

NAME	ADDRESS	CONTACT PHONE #
1. Carol Ayala		
2. Towers (Elderly Retirement Home)		
3. Rosary Residence		
4. Maria Bernal		

Planning & Zoning

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



THE CITY OF
Edinburg

Special Use Permit Application: Events (Temporary Use Permit)

Date: May 22, 2025

ENERGOV CASE #: _____

1. Type of Event: Procession

2. Name of Event: Corpus Christi Procession Phone: (956) 383-3253

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

If fundraiser, please state use of proceeds: _____

4. Contact Name: Mari Morin

5. Mailing Address: 215 N 16th Ave Edinburg Tx 78541

6. Email: recept-shedinburg@cdob.org

7. Address/Location of Event: 215 N 16th Ave Edinburg TX 78541

8. Legal Description of Property: Catholic Church

9. Present Land Use _____ Zoning District: _____

10. Days & Hours of Event: June 22, 2025 at 6:00 pm

Sanyana Hernandez
Name (Please type or print)

[Signature]
Signature

AMOUNT PAID \$ _____

RECEIPT NUMBER _____

Items Needed:

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

Fee: \$200

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

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



SACRED HEART CATHOLIC CHURCH

May 2, 2025

Ms. Rita L. Guerrero
Assistant Director of Planning & Zoning
The City of Edinburg
Edinburg, Texas

Dear Ms. Guerrero,

I am writing to request a permit to host an outdoor event for the congregation of Sacred Heart Catholic Church in Edinburg neighborhood as part of the celebrations for our Sacred Heart of Jesus Feast 2025.

The event description and date are:

Sunday 6/22/25 from 6:00PM to 9:30PM:

A one-hour street procession with the church congregation with prayers and hymns leaving from the corner of E Kuhn St and 15th Ave, going south to E McIntyre St, then west to N 13th Ave, then south to E Loeb St, then south to 15th Ave to end E Kuhn St back at Sacred Heart Church. After the procession, there will be 2 hours for kids to play in Moon Jumps in installed on church grounds. Snacks and soft drinks will be available.

Yours sincerely,

A handwritten signature in black ink that reads "Fr. Rene Gaytan".

Rev. Rene Gaytan
Pastor

Sacred Heart Catholic Church

215 North 16th Avenue, Edinburg, Texas 78541-3523

Telephone: 956-383-3253

Facsimile: 956-383-7311

In the Pastoral Care of the Congregation of the Sacred Hearts of Jesus and Mary (SS.CC.)

Certificate of Coverage

Date: 8/7/2024

Certificate Holder

Diocese of Brownsville
1910 University Blvd.
PO Box 2279
Brownsville TX 78522-2279

This Certificate is issued as a matter of information only and confers no rights upon the holder of this certificate. This certificate does not amend, extend or alter the coverage afforded below.

Company Affording Coverage

THE CATHOLIC MUTUAL RELIEF
SOCIETY OF AMERICA
10843 OLD MILL RD
OMAHA, NE 68154

Covered Location

SACRED HEART CHURCH
215 N 16TH AVENUE

EDINBURG, TX 78539-0000

Coverages

This is to certify that the coverages listed below have been issued to the certificate holder named above for the certificate indicated, notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the coverage afforded described herein is subject to all the terms, exclusions and conditions of such coverage. Limits shown may have been reduced by paid claims.

Type of Coverage	Certificate Number	Coverage Effective Date	Coverage Expiration Date	Limits	
Property				Real & Personal Property	
D. General Liability	9007	7/1/2024	7/1/2025	Each Occurrence	1,000,000
☒ Occurrence				General Aggregate	
☐ Claims Made				Products-Comp/OP Agg	
				Personal & Adv Injury	
				Fire Damage (Any one fire)	
				Med Exp (Any one person)	
Excess Liability				Each Occurrence	
				Annual Aggregate	
Other				Each Occurrence	
				Claims Made	
				Annual Aggregate	
				Limit/Coverage	

Description of Operations/Locations/Vehicles/Special Items (the following language supersedes any other language in this endorsement or the Certificate in conflict with this language)

Coverage is verified for claims arising out of Sacred Heart's closure of streets for Annual Kermes/Jamaica September 21, 2024.

Holder of Certificate

City of Edinburg
415 E. University Dr.
Edinburg, TX 78539

Cancellation

Should any of the above described coverages be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the holder of certificate named to the left, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.

Authorized Representative

Paul a. Peterson

0261003120

STATE OF TEXAS

§

HOLD HARMLESS AGREEMENT

COUNTY OF HIDALGO

§

CITY OF EDINBURG

This agreement is entered into this 17th day of June, 2025, by and between CITY OF EDINBURG, Hidalgo County, Texas, hereinafter called City, and Sacred Heart Catholic Church, Edinburg, Hidalgo County, Texas, hereinafter called Indemnitor.

INDEMNITY

To the maximum extent allowed by law, the undersigned, Sacred Heart Catholic Church, its agents, employees and/or representatives (Indemnitor), agrees to hold harmless, indemnify, and defend the CITY OF EDINBURG, TEXAS, a home-rule municipal corporation of the State of Texas, with its offices located at 415 West University Drive, Edinburg, Hidalgo County, Texas, its employees, elected and appointed officials, officers, successors and assigns (Indemnatee) from and against any and all causes of action, claims, liabilities, obligations, judgments, losses, or damages, including reasonable attorneys' fees and costs of litigation ("claims") arising out of, or in connection with, the Temporary Special Use Permit granted June 17, 2025 for the "Sacred Heart Catholic Church Jesus Feast 2025" to be held Sunday, June 22, 2025, Located at 216 N. 16th Street at Sacred Heart Catholic Church, Being Edinburg Original Townsite, Block 319, Lots 1-5 Edinburg, Hidalgo County, Texas.

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

EXECUTED this the 17th day of June, 2025.

CITY OF EDINBURG

APPROVED AS TO FORM

BY: _____
Myra L. Ayala, City Manager

“Sacred Heart Catholic Church Jesus Feast
2025”

Indemnitor

By: _____
Josephine Ramirez-Solis, City Attorney

BY: _____
Father Rene Gaytan

ORDINANCE NO. _____

AN ORDINANCE PROVIDING FOR A TEMPORARY SPECIAL USE PERMIT FOR THE “SACRED HEART CATHOLIC CHURCH JESUS FEAST 2025” TO BE HELD SUNDAY, JUNE 22, 2025, BEING EDINBURG ORIGINAL TOWNSITE, BLOCK 319, LOTS 1-5, LOCATED AT 216 N. 16TH STREET AT SACRED HEART CATHOLIC CHURCH, AS PROVIDED IN ARTICLE 2.205 OF THE CITY OF EDINBURG UNIFIED DEVELOPMENT CODE, PROVIDING A REPEALER CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE; PROVIDING FOR CODIFICATION; PROVIDING A WAIVER OF THE THREE (3) SEPARATE READINGS; AND ORDAINING OTHER PROVISIONS RELATED TO THE SUBJECT MATTER HEREOF.

WHEREAS, Sacred Heart Catholic Church is requesting a Temporary Special Use Permit under Article 2.205 of the Unified Development Code of the City of Edinburg, Texas for the “Sacred Heart Catholic Church Jesus Feast 2025” to be held Sunday, June 22, 2025; and,

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

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

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

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

SECTION II. That a Temporary Special Use Permit under Article 2.205 of the Unified Development Code of the City of Edinburg, Texas, be granted to Sacred Heart Catholic Church, Being Edinburg Original Townsite, Block 319, Lots 1-5, Located at 216 N. 16th Street at Sacred Heart Catholic Church, with the following conditions:

1. **Duration:** The proposed days and hours requested by the applicant are as follows:
Sunday, June 22, 2025, – 6:00 p.m. to 9:00 p.m.

The days and hours of operation must meet Section 130.22 Curfew Hours of the Code of Ordinances.

3. **Access Control:** The main access for this event will be from McIntyre Street
4. **Security Services:** Security services are provided by off-duty city police officers until the time of closing of the operation.
5. **Sanitation:** The applicant must provide roll-off containers and plastic carts from the Solid Waste Department for this event if necessary.
6. **Electric and Lighting:** Outdoor events will be provided with electrical generators.
7. **Noise:** Little noise will be generated and a PA system will be set for brief speeches.
8. **Site Restoration:** Event Volunteers will maintain and clear the property.
9. **Liability Insurance:** The City is provided with and is included as an added insured in the liability insurance carried by the applicant.
10. **Indemnity:** “Sacred Heart Catholic Church Jesus Feast 2025” will occur on Private Property and will not impede traffic or cause disturbance for vehicular traffic. A hold Harmless Agreement will be signed and provided by the Organizers of the event.
11. **Health Permit:** A temporary health permit for food vendors must be obtained through the Code Enforcement Division if food and beverages will be provided at the event.

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 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 17th day of June, 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: June 17, 2025

ORDINANCES

Agenda Item No: 9.B.

Ordinance: Certificates of Obligation

1. Agenda Item:

Consideration and Appropriate Action on an Ordinance Authorizing the Issuance of "City of Edinburg, Texas Combination Tax and Limited Pledge Revenue Certificates of Obligation, Series 2025"; Providing for the Payment of Said Certificates by the Levy of an Ad Valorem Tax Upon All Taxable Property within the City and Further Securing Said Certificates by a Lien on and Pledge of the Pledged Revenues of the City's Municipal Solid Waste Management System; and Resolving Other Matters Incident and Related to the Issuance, Payment, Security, Sale and Delivery of Said Certificates. [Ascencion Alonzo, Director of Finance]

2. Description:

The City of Edinburg is scheduled to sell Combination Tax and Limited Pledge Revenue Certificates of Obligation, Series 2025 on June 17, 2025. Proceeds will be used 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.

The passage of this ordinance will have the effect of officially issuing the Combination Tax and Limited Pledge Revenue Certificates of Obligations, Series 2025, requiring the City to comply with all the terms described in the ordinance.

City staff has reviewed, analyzed, and calculated the effects of these Combination Tax and Limited Pledge Revenue Certificates of Obligation, Series 2025 to be issued and determined that the issuance of these bonds will not increase the property tax rate.

The ordinance to consider and approve the issuance is the last City Council action necessary in the process of selling the bonds. After adoption and execution of the ordinance and the related documents, the documents will be forwarded to the Attorney General's Office for approval. It is anticipated that closing and funding will occur on July 16, 2025.

3. Staff's Recommendation:

Approve Ordinance Authorizing and Ordering the Issuance of the City of Edinburg, Texas Combination Tax and Limited Pledge Revenue Certificates of Obligation, Series 2025; Awarding the Sale Thereof; and Containing Matters Incident Thereto.

Reviewed by:

Nelda Ramirez, Assistant City Manager

Prepared by:

Ascencion Alonzo, Director
of Finance

Attachments:

A. Ordinance

ORDINANCE

AN ORDINANCE AUTHORIZING THE ISSUANCE OF “CITY OF EDINBURG, TEXAS COMBINATION TAX AND LIMITED PLEDGE REVENUE CERTIFICATES OF OBLIGATION, SERIES 2025”; PROVIDING FOR THE PAYMENT OF SAID CERTIFICATES BY THE LEVY OF AN AD VALOREM TAX UPON ALL TAXABLE PROPERTY WITHIN THE CITY AND FURTHER SECURING SAID CERTIFICATES BY A LIEN ON AND PLEDGE OF THE PLEDGED REVENUES OF THE SYSTEM; PROVIDING THE TERMS AND CONDITIONS OF SAID CERTIFICATES AND RESOLVING OTHER MATTERS INCIDENT AND RELATING TO THE ISSUANCE, PAYMENT, SECURITY, SALE, AND DELIVERY OF SAID CERTIFICATES, INCLUDING THE APPROVAL AND DISTRIBUTION OF AN OFFICIAL STATEMENT PERTAINING THERETO; AUTHORIZING THE EXECUTION OF A PAYING AGENT/REGISTRAR AGREEMENT AND A PURCHASE CONTRACT; COMPLYING WITH THE REQUIREMENTS OF THE LETTER OF REPRESENTATIONS PREVIOUSLY EXECUTED WITH THE DEPOSITORY TRUST COMPANY; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City Council of the City of Edinburg, Texas (the *City*) has caused notice to be given of its intention to issue certificates of obligation in the maximum principal amount of \$9,250,000 as provided pursuant to the provisions of the Certificate of Obligation Act of 1971, as amended, Texas Local Government Code, Section 271.041 through 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. This notice has been posted on the City’s website, if available, and duly published in a newspaper hereby found and determined to be of general circulation in the City, once a week for two (2) consecutive weeks, the date of the first publication of such notice being not less than forty-six (46) days prior to the tentative date stated therein for the passage of the ordinance authorizing the issuance of such certificates of obligation; and

WHEREAS, in accordance with the provisions of Section 271.049, as amended, Texas Government Code, the City confirms that notice of the City’s intention to issue certificates of obligation was approved by resolution at a public meeting and stated (1) the then-current principal of all outstanding debt of the City; (2) the then-current combined principal and interest required to pay all outstanding debt obligations of the City on time and in full, based on the City’s expectations

relative to the interest due on any variable rate debt obligations, as applicable (3) the maximum principal amount of the certificates of obligation to be authorized; (4) the estimated combined principal and interest required to pay the certificates of obligation in full; (5) the estimated interest rate for the certificates of obligation or that the maximum interest rate for the certificates of obligation may not exceed the maximum legal interest rate; and (6) the maximum maturity date of the certificates of obligation; and

WHEREAS, no petition protesting the issuance of the certificates of obligation described in this notice, signed by at least 5% of the qualified electors of the City, has been presented to or filed with the City Secretary prior to the date tentatively set in such notice for the passage of this ordinance; and

WHEREAS, the City Council hereby finds and determines that the issuance of the certificates of obligation, under the terms herein specified, is in the best interests of the City and its residents; and

WHEREAS, the City Council hereby finds and determines that certificates of obligation in the principal amount of \$_____ described in such notice should be issued and sold at this time; now, therefore,

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

SECTION 1: Authorization - Designation - Principal Amount - Purpose. The certificates of obligation of the City shall be and are hereby authorized to be issued in the aggregate principal amount of _____ MILLION _____ HUNDRED THOUSAND AND NO/100 DOLLARS (\$_____), to be designated and bear the title of "CITY OF EDINBURG, TEXAS COMBINATION TAX AND LIMITED PLEDGE REVENUE CERTIFICATES OF OBLIGATION, SERIES 2025" (the Certificates), 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 (collectively, the *Project*), pursuant to the authority conferred by and in conformity with the laws of the State of Texas, particularly the Certificate of Obligation Act of 1971, as amended, Texas Local Government Code Section 271.041 through Section 271.064, Section 363.135, as amended, Texas Health and Safety Code (the *Act*), and the City's Home Rule Charter.

SECTION 2: Fully Registered Obligations – Authorized Denominations – Stated Maturities – Interest Rates – Certificate Date. The Certificates are issuable in fully registered form only; shall be dated June 15, 2025 (the *Certificate Date*) and shall be issued in denominations of \$5,000 or any integral multiple (within a Stated Maturity) thereof, and the Certificates shall

become due and payable on March 1 in each of the years and in principal amounts (the Stated Maturities) in accordance with the following schedule:

<u>Years of Stated Maturity</u>	<u>Principal Amounts (\$)</u>	<u>Interest Rates (%)</u>
2026		
2027		
2028		
2029		
2030		
2031		
2032		
2033		
2034		
2035		
2036		
2037		
2038		
2039		
2040		
2041		
2042		
2043		
2044		
2045		

The Certificates shall bear interest on the unpaid principal amounts from the Closing Date (anticipated to occur on or about July 16, 2025), or from the most recent Interest Payment Date to which interest has been paid or duly provided for, to Stated Maturity or prior redemption, while Outstanding, at the rates per annum shown in the above schedule (calculated on the basis of a 360-day year of twelve 30-day months). Interest on the Certificates shall be payable on March 1 and September 1 in each year commencing March 1, 2026 (each, an *Interest Payment Date*), while the Certificates are Outstanding.

SECTION 3: Payment of Certificates - Paying Agent/Registrar. The principal of, premium, if any, and interest on the Certificates, due and payable by reason of Stated Maturity, redemption, or otherwise, shall be payable in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts, and such payment of principal of, premium if any, and interest on the Certificates shall be without exchange or collection charges to the Holder (hereinafter defined) of the Certificates.

The selection and appointment of The Bank of New York Mellon Trust Company, N.A., Dallas, Texas (the *Paying Agent/Registrar*) to serve as the initial Paying Agent/Registrar, for the Certificates is hereby approved and confirmed, and the City agrees and covenants to cause to be kept and maintained at the corporate trust office of the Paying Agent/Registrar books and records (the *Security Register*) for the registration, payment and transfer of the Certificates, all as provided herein, in accordance with the terms and provisions of a Paying Agent/Registrar Agreement, attached, in substantially final form, as Exhibit A hereto, and such reasonable rules and regulations

as the Paying Agent/Registrar and City may prescribe. The City covenants to maintain and provide a Paying Agent/Registrar at all times while the Certificates are Outstanding, and any successor Paying Agent/Registrar shall be (i) a national or state banking institution or (ii) an association or a corporation organized and doing business under the laws of the United States of America or of any state, authorized under such laws to exercise trust powers. Such Paying Agent/Registrar shall be subject to supervision or examination by federal or state authority and authorized by law to serve as a Paying Agent/Registrar.

The City reserves the right to appoint a successor Paying Agent/Registrar upon providing the previous Paying Agent/Registrar with a certified copy of a resolution or ordinance terminating such agency. Additionally, the City agrees to promptly cause a written notice of this substitution to be sent to each Holder of the Certificates by United States mail, first-class postage prepaid, which notice shall also give the address of the new Paying Agent/Registrar.

Principal of, premium, if any, and interest on the Certificates, due and payable by reason of Stated Maturity, redemption, or otherwise, shall be payable only to the registered owner of the Certificates appearing on the Security Register (the *Holder or Holders*) maintained on behalf of the City by the Paying Agent/Registrar as hereinafter provided (i) on the Record Date (hereinafter defined) for purposes of payment of interest thereon, (ii) on the date of surrender of the Certificates for purposes of receiving payment of principal thereof upon redemption of the Certificates or at the Certificates' Stated Maturity, and (iii) on any other date for any other purpose. The City and the Paying Agent/Registrar, and any agent of either, shall treat the Holder as the owner of a Certificate for purposes of receiving payment and all other purposes whatsoever, and neither the City nor the Paying Agent/Registrar, or any agent of either, shall be affected by notice to the contrary.

Principal of and premium, if any, on the Certificates shall be payable only upon presentation and surrender of the Certificates to the Paying Agent/Registrar at its corporate trust office. Interest on the Certificates shall be paid to the Holder whose name appears in the Security Register at the close of business on the fifteenth day of the month next preceding an Interest Payment Date for the Certificates (the *Record Date*) and shall be paid (i) by check sent on or prior to the appropriate date of payment by United States mail, first-class postage prepaid, by the Paying Agent/Registrar, to the address of the Holder appearing in the Security Register or (ii) by such other method, acceptable to the Paying Agent/Registrar, requested in writing by the Holder at the Holder's risk and expense.

If the date for the payment of the principal of, premium, if any, or interest on the Certificates shall be a Saturday, Sunday, a legal holiday, or a day on which banking institutions in the city where the corporate trust office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a day. The payment on such date shall have the same force and effect as if made on the original date any such payment on the Certificates was due.

In the event of a non-payment of interest on a scheduled payment date, and for thirty (30) days thereafter, a new record date for such interest payment (a Special Record Date) will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (the Special Payment Date - which shall be fifteen (15) days after the

Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of each Holder of a Certificate appearing on the Security Register at the close of business on the last business day next preceding the date of mailing of such notice.

SECTION 4: Redemption.

Optional Redemption. The Certificates having Stated Maturities on and after March 1, 20___ shall be subject to redemption prior to Stated Maturity, at the option of the City, on March 1, 20___, or on any date thereafter, as a whole or in part, in principal amounts of \$5,000 or any integral multiple thereof (and if within a Stated Maturity selected at random and by lot by the Paying Agent/Registrar), at the redemption price of par plus accrued interest to the date of redemption.

A. Exercise of Redemption Option. At least forty-five (45) days prior to a date set for the redemption of Certificates (unless a shorter notification period shall be satisfactory to the Paying Agent/Registrar), the City shall notify the Paying Agent/Registrar of its decision to exercise the right to redeem Certificates, the principal amount of each Stated Maturity to be redeemed, and the date set for the redemption thereof. The decision of the City to exercise the right to redeem Certificates shall be entered in the minutes of the governing body of the City.

B. Selection of Certificates for Redemption. If less than all Outstanding Certificates of the same Stated Maturity are to be redeemed on a redemption date, the Paying Agent/Registrar shall select at random and by lot the Certificates to be redeemed, provided that if less than the entire principal amount of a Certificate is to be redeemed, the Paying Agent/Registrar shall treat such Certificate then subject to redemption as representing the number of Certificates Outstanding which is obtained by dividing the principal amount of such Certificate by \$5,000.

C. Notice of Redemption. Not less than thirty (30) days prior to a redemption date for the Certificates, the Paying Agent/Registrar shall cause a notice of redemption to be sent by United States mail, first-class postage prepaid, in the name of the City and at the City's expense, by the Paying Agent/Registrar to each Holder of a Certificate to be redeemed, in whole or in part, at the address of the Holder appearing on the Security Register at the close of business on the business day next preceding the date of mailing such notice, and any notice of redemption so mailed shall be conclusively presumed to have been duly given irrespective of whether received by the Holder.

This notice may also be published once in a financial publication, journal, or reporter of general circulation among securities dealers in the City of New York, New York (including, but not limited to, *The Bond Buyer* and *The Wall Street Journal*), or in the State of Texas (including, but not limited to, *The Texas Bond Reporter*).

All notices of redemption shall (i) specify the date of redemption for the Certificates, (ii) identify the Certificates to be redeemed and, in the case of a portion of the principal amount to be redeemed, the principal amount thereof to be redeemed, (iii) state the redemption price, (iv) state that the Certificates, or the portion of the principal amount thereof to be redeemed, shall become due and payable on the redemption date specified, and the interest thereon, or on the portion of the principal amount thereof to be redeemed, shall cease to accrue from and after the redemption date, and (v) specify that payment of the redemption price for the Certificates, or the principal

amount thereof to be redeemed, shall be made at the corporate trust office of the Paying Agent/Registrar only upon presentation and surrender thereof by the Holder.

If a Certificate is subject by its terms to redemption and has been called for redemption and notice of redemption thereof has been duly given or waived as herein provided, such Certificate (or the principal amount thereof to be redeemed) so called for redemption shall become due and payable, and if money sufficient for the payment of such Certificates (or of the principal amount thereof to be redeemed) at the then applicable redemption price is held for the purpose of such payment by the Paying Agent/Registrar, then on the redemption date designated in such notice, interest on the Certificates (or the principal amount thereof to be redeemed) called for redemption shall cease to accrue and such Certificates shall not be deemed to be Outstanding in accordance with the provisions of this Ordinance.

D. Transfer/Exchange of Certificates. Neither the City nor the Paying Agent/Registrar shall be required (1) to transfer or exchange any Certificate during a period beginning forty-five (45) days prior to the date fixed for redemption of the Certificates or (2) to transfer or exchange any Certificate selected for redemption, provided, however, such limitation of transfer shall not be applicable to an exchange by the Holder of the unredeemed balance of a Certificate which is subject to redemption in part.

SECTION 5: Execution - Registration. The Certificates shall be executed on behalf of the City by its Mayor or Mayor Pro Tem under the seal of the City reproduced or impressed thereon and attested by its City Secretary. The signature of either of said officers on the Certificates may be manual or facsimile. Certificates bearing the manual or facsimile signatures of individuals who were, at the time of the Certificate Date, the proper officers of the City shall bind the City, notwithstanding that such individuals or either of them shall cease to hold such offices prior to the delivery of the Certificates to the Purchasers (hereinafter defined), all as authorized and provided in Chapter 1201, as amended, Texas Government Code.

No Certificate shall be entitled to any right or benefit under this Ordinance, or be valid or obligatory for any purpose, unless there appears on such Certificate either a certificate of registration substantially in the form provided in Section 8C, executed by the Comptroller of Public Accounts of the State of Texas or his duly authorized agent by manual signature, or a certificate of registration substantially in the form provided in Section 8D, executed by the Paying Agent/Registrar by manual signature, and either such certificate upon any Certificate shall be conclusive evidence, and the only evidence, that such Certificate has been duly certified or registered and delivered.

SECTION 6: Registration - Transfer - Exchange of Certificates - Predecessor Certificates. The Paying Agent/Registrar shall obtain, record, and maintain in the Security Register the name and address of every owner of the Certificates, or if appropriate, the nominee thereof. Any Certificate may, in accordance with its terms and the terms hereof, be transferred or exchanged for Certificates of other authorized denominations upon the Security Register by the Holder, in person or by his duly authorized agent, upon surrender of such Certificate to the Paying Agent/Registrar for cancellation, accompanied by a written instrument of transfer or request for exchange duly executed by the Holder or by his duly authorized agent, in form satisfactory to the Paying Agent/Registrar.

Upon surrender for transfer of any Certificate at the corporate trust office of the Paying Agent/Registrar, the City shall execute and the Paying Agent/Registrar shall register and deliver, in the name of the designated transferee or transferees, one or more new Certificates of authorized denomination and having the same Stated Maturity and of a like interest rate and aggregate principal amount as the Certificate or Certificates surrendered for transfer.

At the option of the Holder, Certificates may be exchanged for other Certificates of authorized denominations and having the same Stated Maturity, bearing the same rate of interest and of like aggregate principal amount as the Certificates surrendered for exchange upon surrender of the Certificates to be exchanged at the corporate trust office of the Paying Agent/Registrar. Whenever any Certificates are so surrendered for exchange, the City shall execute, and the Paying Agent/Registrar shall register and deliver, the Certificates to the Holder requesting the exchange.

All Certificates issued upon any transfer or exchange of Certificates shall be delivered at the corporate trust office of the Paying Agent/Registrar, or be sent by registered mail to the Holder at his request, risk, and expense, and upon the delivery thereof, the same shall be the valid and binding obligations of the City, evidencing the same obligation to pay, and entitled to the same benefits under this Ordinance, as the Certificates surrendered upon such transfer or exchange.

All transfers or exchanges of Certificates pursuant to this Section shall be made without expense or service charge to the Holder, except as otherwise herein provided, and except that the Paying Agent/Registrar shall require payment by the Holder requesting such transfer or exchange of any tax or other governmental charges required to be paid with respect to such transfer or exchange.

Certificates cancelled by reason of an exchange or transfer pursuant to the provisions hereof are hereby defined to be Predecessor Certificates, evidencing all or a portion, as the case may be, of the same debt evidenced by the new Certificate or Certificates registered and delivered in the exchange or transfer therefor. Additionally, the term Predecessor Certificates shall include any Certificate registered and delivered pursuant to Section 25 in lieu of a mutilated, lost, destroyed, or stolen Certificate which shall be deemed to evidence the same obligation as the mutilated, lost, destroyed, or stolen Certificate.

SECTION 7: Initial Certificate. The Certificates herein authorized shall be issued initially either (i) as a single fully registered Certificate in the total principal amount of \$ _____ with principal installments to become due and payable as provided in Section 2 and numbered T-1, or (ii) as one (1) fully registered Certificate for each year of Stated Maturity in the applicable principal amount and denomination and to be numbered consecutively from T-1 and upward (the Initial Certificate) and, in either case, the Initial Certificate shall be registered in the name of the Purchasers or the designee thereof. The Initial Certificate shall be the Certificate submitted to the Office of the Attorney General of the State of Texas for approval, certified and registered by the Office of the Comptroller of Public Accounts of the State of Texas and delivered to the Purchasers. Any time after the delivery of the Initial Certificate to the Purchasers, the Paying Agent/Registrar, pursuant to written instructions from the Purchasers or their designee, shall cancel the Initial Certificate delivered hereunder and exchange therefor definitive Certificates of authorized denominations, Stated Maturities, principal amounts and bearing applicable interest rates on the unpaid principal amounts from the Closing Date, or from the most recent Interest Payment Date to which interest has been paid or duly provided for, to Stated Maturity, and shall be lettered "R"

and numbered consecutively from one (1) upward for transfer and delivery to the Holders named at the addresses identified therefor; all pursuant to and in accordance with such written instructions from the Purchasers, or the designee thereof, and such other information and documentation as the Paying Agent/Registrar may reasonably require.

SECTION 8: Forms.

A. Forms Generally. The Certificates, the Registration Certificate of the Comptroller of Public Accounts of the State of Texas, the Registration Certificate of Paying Agent/Registrar, and the form of Assignment to be printed on each of the Certificates shall be substantially in the forms set forth in this Section with such appropriate insertions, omissions, substitutions, and other variations as are permitted or required by this Ordinance and may have such letters, numbers, or other marks of identification (including identifying numbers and letters of the Committee on Uniform Securities Identification Procedures of the American Bankers Association) and such legends and endorsements (including insurance legends and any reproduction of an opinion of Bond Counsel (hereinafter referenced)) thereon as may, consistent herewith, be established by the City or determined by the officers executing the Certificates as evidenced by their execution thereof. Any portion of the text of any Certificate may be set forth on the reverse thereof, with an appropriate reference thereto on the face of the Certificate.

The definitive Certificates shall be printed, lithographed, or engraved, produced by any combination of these methods, or produced in any other similar manner, all as determined by the officers executing the Certificates as evidenced by their execution thereof, but the Initial Certificate submitted to the Attorney General of the State of Texas may be typewritten or photocopied or otherwise reproduced.

B. Form of Definitive Certificate.

REGISTERED
NO. R-_____

REGISTERED PRINCIPAL
AMOUNT
\$_____

United States of America
State of Texas
County of Hidalgo
CITY OF EDINBURG, TEXAS
COMBINATION TAX AND LIMITED PLEDGE REVENUE
CERTIFICATES OF OBLIGATION, SERIES 2025

Certificate Date: June 15, 2025 Interest Rate: Stated Maturity: CUSIP No.

REGISTERED OWNER: _____

PRINCIPAL AMOUNT: _____ DOLLARS

The City of Edinburg, Texas (the *City*), a body corporate and municipal corporation in the County of Hidalgo, State of Texas, for value received, acknowledges itself indebted to and hereby promises to pay to the order of the Registered Owner specified above, or the registered assigns thereof, on the Stated Maturity date specified above, the Principal Amount specified above (or so much thereof as shall not have been paid upon prior redemption) and to pay interest on the unpaid Principal Amount hereof from the Closing Date (anticipated to occur on July 16, 2025), or from the most recent Interest Payment Date (hereinafter defined) to which interest has been paid or duly provided for until such Principal Amount has become due and payment thereof has been made or duly provided for, to the earlier of redemption or Stated Maturity, while Outstanding, at the per annum rate of interest specified above computed on the basis of a 360-day year of twelve 30-day months; such interest being payable on March 1 and September 1 of each year (each, an *Interest Payment Date*), commencing March 1, 2026.

Principal and premium, if any, of this Certificate shall be payable to the Registered Owner hereof (the *Holder*), upon presentation and surrender, at the corporate trust office of the Paying Agent/Registrar executing the registration certificate appearing hereon or a successor thereof. Interest shall be payable to the Holder of this Certificate (or one or more Predecessor Certificates, as defined in the Ordinance hereinafter referenced) whose name appears on the Security Register maintained by the Paying Agent/Registrar at the close of business on the Record Date, which is the fifteenth day of the month next preceding each Interest Payment Date. All payments of principal of and interest on this Certificate shall be in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts. Interest shall be paid by the Paying Agent/Registrar by check sent on or prior to the appropriate date of payment by United States mail, first-class postage prepaid, to the Holder hereof at the address appearing in the Security Register or by such other method, acceptable to the Paying Agent/Registrar, requested by the Holder hereof at the Holder's risk and expense.

This Certificate is one of the series specified in its title issued in the aggregate principal amount of \$_____ (the *Certificates*) pursuant to an Ordinance adopted by the governing body of the City (the *Ordinance*), 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, under and in strict conformity with the laws of the State of Texas, particularly Section 363.135, as amended, Texas Health and Safety Code, the Certificate of Obligation Act of 1971, as amended, Texas Local Government Code, Section 271.041 through 271.064, and the City's Home Rule Charter.

As provided in the Ordinance, the Certificates having Stated Maturities on and after March 1, 20____ shall be subject to redemption prior to Stated Maturity, at the option of the City, on March 1, 20____, or on any date thereafter, as a whole or in part, in principal amounts of \$5,000 or any integral multiple thereof (and if within a Stated Maturity selected at random and by lot by the Paying Agent/Registrar), at the redemption price of par plus accrued interest to the date of redemption provided, however, that at least thirty (30) days prior written notice shall be sent to the Holders of the Certificates to be redeemed by United States mail, first-class postage prepaid, and subject to the terms and provisions relating thereto contained in the Ordinance. If this Certificate is subject to redemption prior to Stated Maturity and is in a denomination in excess of \$5,000, portions of the principal sum hereof in installments of \$5,000 or any integral multiple thereof may be redeemed, and, if less than all of the principal sum hereof is to be redeemed, there shall be issued, without charge therefor, to the Holder hereof, upon the surrender of this Certificate to the Paying Agent/Registrar at its corporate trust office, a new Certificate or Certificates of like Stated Maturity and interest rate in any authorized denominations provided in the Ordinance for the then unredeemed balance of the principal sum hereof.

If this Certificate (or any portion of the principal sum hereof) shall have been duly called for redemption and notice of such redemption has been duly given, then upon such redemption date this Certificate (or the portion of the principal sum hereof to be redeemed) shall become due and payable, and, if the money for the payment of the redemption price, and the interest accrued on the principal amount to be redeemed to the date of redemption is held for the purpose of such payment by the Paying Agent/Registrar, interest shall cease to accrue and be payable hereon from and after the redemption date on the principal amount hereof to be redeemed. If this Certificate is called for redemption, in whole or in part, the City or the Paying Agent/Registrar shall not be required to issue, transfer, or exchange this Certificate within forty-five (45) days of the date fixed for redemption; provided, however, such limitation of transfer shall not be applicable to an exchange by the Holder of the unredeemed balance hereof in the event of its redemption in part. The Certificates of this series are payable from the proceeds of an ad valorem tax levied upon all taxable property within the City, within the limitations prescribed by law, and are further payable from and secured by a lien on and pledge of the Pledged Revenues (identified and defined in the Ordinance), being a limited amount of the Net Revenues derived from the operation of the City's

municipal solid waste management (the *System*), such lien on and pledge of the limited amount of Net Revenues being subordinate and inferior to the lien on and pledge of such Net Revenues securing payment of any Prior Lien Obligations, Junior Lien Obligations, or Subordinate Lien Obligations hereafter issued by the City. In the Ordinance, the City reserves and retains the right to issue Prior Lien Obligations, Junior Lien Obligations, Subordinate Lien Obligations, and Additional Limited Pledge Obligations (all as identified and defined in the Ordinance), while the Certificates are Outstanding, without limitation as to principal amount but subject to any terms, conditions or restrictions as may be applicable thereto under law or otherwise.

Reference is hereby made to the Ordinance, a copy of which is on file in the corporate trust office of the Paying Agent/Registrar, and to all of the provisions of which the Holder by his acceptance hereof hereby assents, for definitions of terms; the description of and the nature and extent of the tax levied and the revenues pledged for the payment of the Certificates; the terms and conditions under which the City may issue Prior Lien Obligations, Junior Lien Obligations, Subordinate Lien Obligations, and Additional Limited Pledge Obligations; the terms and conditions relating to the transfer or exchange of the Certificates; the conditions upon which the Ordinance may be amended or supplemented with or without the consent of the Holder; the rights, duties, and obligations of the City and the Paying Agent/Registrar; the terms and provisions upon which this Certificate may be redeemed or discharged at or prior to the Stated Maturity thereof, and deemed to be no longer Outstanding thereunder; and for the other terms and provisions specified in the Ordinance. Capitalized terms used herein without definition have the same meanings assigned in the Ordinance.

This Certificate, subject to certain limitations contained in the Ordinance, may be transferred on the Security Register upon presentation and surrender at the corporate trust office of the Paying Agent/Registrar, duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the Paying Agent/Registrar duly executed by the Holder hereof, or his duly authorized agent, and thereupon one or more new fully registered Certificates of the same Stated Maturity, of authorized denominations, bearing the same rate of interest, and of the same aggregate principal amount will be issued to the designated transferee or transferees.

The City and the Paying Agent/Registrar, and any agent of either, shall treat the Holder hereof whose name appears on the Security Register (i) on the Record Date as the owner hereof for purposes of receiving payment of interest hereon, (ii) on the date of surrender of this Certificate as the owner hereof for purposes of receiving payment of principal hereof at its Stated Maturity or its redemption, in whole or in part, and (iii) on any other date as the owner hereof for all other purposes, and neither the City nor the Paying Agent/Registrar, or any such agent of either, shall be affected by notice to the contrary. In the event of a non-payment of interest on a scheduled payment date, and for thirty (30) days thereafter, a new record date for such interest payment (a Special Record Date) will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (the Special Payment Date - which shall be fifteen (15) days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of each Holder appearing on the Security Register at the close of business on the last business day next preceding the date of mailing of such notice.

It is hereby certified, covenanted, and represented that all acts, conditions, and things required to be performed, exist, and be done precedent to the issuance of this Certificate in order to render the same a legal, valid, and binding obligation of the City have been performed, exist, and have been done, in regular and due time, form, and manner, as required by the laws of the State of Texas and the Ordinance, and that issuance of the Certificates does not exceed any constitutional or statutory limitation; and that due provision has been made for the payment of the principal of, premium if any, and interest on the Certificates by the levy of a tax and collection of Pledged Revenues as aforestated. In case any provision in this Certificate or any application thereof shall be deemed invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions and applications shall not in any way be affected or impaired thereby. The terms and provisions of this Certificate and the Ordinance shall be construed in accordance with and shall be governed by the laws of the State of Texas.

[The remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the City has caused this Certificate to be duly executed under its official seal.

CITY OF EDINBURG, TEXAS

Mayor

ATTEST:

City Secretary

(CITY SEAL)

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C. *Form of Registration Certificate of Comptroller of Public Accounts to Appear on Initial Certificate Only.

REGISTRATION CERTIFICATE OF
COMPTROLLER OF PUBLIC ACCOUNTS

OFFICE OF THE COMPTROLLER OF §
PUBLIC ACCOUNTS §
§ REGISTER NO. _____
THE STATE OF TEXAS §

I HEREBY CERTIFY that this Certificate has been examined, certified as to validity and approved by the Attorney General of the State of Texas, and duly registered by the Comptroller of Public Accounts of the State of Texas.

WITNESS my signature and seal of office this _____.

Comptroller of Public Accounts
of the State of Texas

(SEAL)

*NOTE TO PRINTER: Do Not Print on Definitive Certificates.

D. *Form of Certificate of Paying Agent/Registrar to Appear on Definitive Certificates Only.

REGISTRATION CERTIFICATE OF PAYING AGENT/REGISTRAR

This Certificate has been duly issued under the provisions of the within-mentioned Ordinance; the Certificate or Certificates of the above-entitled and designated series originally delivered having been approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts, as shown by the records of the Paying Agent/Registrar.

Registered this date: The Bank of New York Mellon Trust
Company, N.A., Dallas, Texas, as Paying
Agent/Registrar

By:

Authorized Signature

*NOTE TO PRINTER: Print on Definitive Certificates.

E. Form of Assignment.

ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns, and transfers unto (Print or typewrite name, address, and zip code of transferee): _____

_____ (Social Security or other identifying number): _____ the within Certificate and all rights thereunder, and hereby irrevocably constitutes and appoints _____ attorney to transfer the within Certificate on the books kept for registration thereof, with full power of substitution in the premises.

DATED: _____

NOTICE: The signature on this assignment must correspond with the name of the registered owner as it appears on the face of the within Certificate in every particular.

Signature guaranteed:

[The remainder of this page intentionally left blank.]

F. Form of Initial Certificate. The Initial Certificate shall be in the form set forth in paragraph B of this Section, except that the form of a single fully registered Initial Certificate shall be modified as follows:

(i) immediately under the name of the Certificate the headings “Interest Rate and “Stated Maturity shall both be completed “as shown below”;

(ii) the first two paragraphs shall read as follows:

The City of Edinburg, Texas (the *City*), a body corporate and municipal corporation in the County of Hidalgo, State of Texas, for value received, acknowledges itself indebted to and hereby promises to pay to the order of the Registered Owner named above, or the registered assigns thereof, the Principal Amount specified above stated to mature on the first day of March in each of the years and in principal amounts and bearing interest at per annum rates in accordance with the following schedule:

<u>Years of Stated Maturity</u>	<u>Principal Amounts (\$)</u>	<u>Interest Rates (%)</u>
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(Information to be inserted from schedule in Section 2 hereof).

(or so much thereof as shall not have been paid upon prior redemption) and to pay interest on the unpaid Principal Amounts hereof from the Closing Date (anticipated to occur on July 16, 2025), or from the most recent Interest Payment Date (hereinafter defined) to which interest has been paid or duly provided for until the Principal Amount has become due and payment thereof has been made or duly provided for, to the earlier of redemption or Stated Maturity, at the per annum rates of interest specified above, computed on the basis of a 360-day year of twelve 30-day months; such interest being payable on March 1 and September 1 of each year (each, an *Interest Payment Date*), commencing March 1, 2026.

Principal of this Certificate shall be payable to the Registered Owner hereof (the *Holder*), upon its presentation and surrender, to Stated Maturity or prior redemption, while Outstanding, at the corporate trust office of The Bank of New York Mellon Trust Company, N.A., Dallas, Texas (the *Paying Agent/Registrar*). Interest shall be payable to the Holder of this Certificate whose name appears on the Security Register maintained by the Paying Agent/Registrar at the close of business on the Record Date, which is the fifteenth day of the month next preceding each Interest Payment Date. All payments of principal of and interest on this Certificate shall be in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts. Interest shall be paid by the Paying Agent/Registrar by check sent on or prior to the appropriate date of payment by United States mail, first-class postage prepaid, to the Holder hereof at the address appearing in the Security Register or by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the Holder hereof.

[END OF FORMS]

G. Insurance Legend. If bond insurance is obtained by the City or the Purchasers for the Certificates, the Definitive Certificates and the Initial Certificate shall bear an appropriate legend as provided by the bond insurer to appear under the following header:

[BOND INSURANCE] or [STATEMENT OF INSURANCE]

SECTION 9: Definitions. For all purposes of this Ordinance (as defined below), except as otherwise expressly provided or unless the context otherwise requires: (i) the terms defined in this Section have the meanings assigned to them in this Section, and certain terms used in Sections 27 and 44 of this Ordinance have the meanings assigned to them in Sections 27 and 44 of this Ordinance, and all such terms, include the plural as well as the singular; (ii) all references in this Ordinance to designated “Sections” and other subdivisions are to the designated Sections and other subdivisions of this Ordinance as originally adopted; and (iii) the words “herein”, “hereof”, and “hereunder” and other words of similar import refer to this Ordinance as a whole and not to any particular Section or other subdivision.

A. The term *Additional Limited Pledge Obligations* shall mean (i) any bonds, notes, warrants, certificates of obligation or other evidences of indebtedness hereafter issued by the City payable in whole or in part from a limited pledge of and lien on Net Revenues of the System such pledge being subordinate and inferior to the lien thereon and pledge thereof securing the payment of any Prior Lien Obligations, Junior Lien Obligations, or Subordinate Lien Obligations hereafter issued by the City, which pledge of revenues is limited pursuant to Section 363.135, as amended, Texas Health and Safety Code, all as further provided in Section 20 of this Ordinance, and (ii) any obligations hereafter issued to refund any of the foregoing that are payable from and equally and ratably secured, in part, by a limited lien on and pledge of the Net Revenues of the System as determined by the City Council in accordance with applicable law.

B. The term *Authorized Officials* shall mean the Mayor, the Mayor Pro Tem, the City Manager, the Assistant City Manager of Development/Internal Services, the Finance Director, and/or the City Secretary.

C. The term *Certificates* shall mean the \$ _____ “CITY OF EDINBURG, TEXAS COMBINATION TAX AND LIMITED PLEDGE REVENUE CERTIFICATES OF OBLIGATION, SERIES 2025” authorized by this Ordinance.

D. The term *Certificate Fund* shall mean the special Fund created and established by the provisions of Section 10 of this Ordinance.

E. The term *City* shall mean the City of Edinburg, located in Hidalgo County, Texas and, where appropriate, the City Council of the City.

F. The term *Closing Date* shall mean the date of physical delivery of the Initial Certificates in exchange for the payment of the agreed purchase price for the Certificates.

G. The term *Collection Date* shall mean, when reference is being made to the levy and collection of annual ad valorem taxes, the date the annual ad valorem taxes levied each year by the City become delinquent.

H. The term *Debt Service Requirements* shall mean, as of any particular date of computation, with respect to any obligations and with respect to any period, the aggregate of the amounts to be paid or set aside by the City as of such date or in such period for the payment of the principal of, premium, if any, and interest (to the extent not capitalized) on such obligations; assuming, in the case of obligations without a fixed numerical rate, that such obligations bear interest at the maximum rate permitted by the terms thereof and further assuming in the case of obligations required to be redeemed or prepaid as to principal prior to Stated Maturity, the principal amounts thereof will be redeemed prior to Stated Maturity in accordance with the mandatory redemption provisions applicable thereto.

I. The term *Department* shall mean the Texas Department of Transportation or its successor and assigns.

J. The term *Depository* shall mean Texas National Bank, Edinburg, Texas, being an official depository bank of the City.

K. The term *Fiscal Year* shall mean the annual financial accounting period for the System now ending on September 30th of each year; provided, however, the City Council may change such annual financial accounting period to end on another date if such change is found and determined to be necessary for accounting purposes or is required by applicable law.

L. The term *Government Securities*, as used herein, shall mean (i) direct noncallable obligations of the United States, including obligations that are unconditionally guaranteed by, the United States of America; (ii) noncallable obligations of an agency or instrumentality of the United States, including obligations that are unconditionally guaranteed or insured by the agency or instrumentality and that, on the date the governing body of the issuer adopts or approves the proceedings authorizing the issuance of refunding bonds, are rated as to investment quality by a nationally recognized investment rating firm not less than “AAA” or its equivalent; (iii) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and that, on the date the governing body of the issuer adopts or approves the proceedings authorizing the issuance of refunding bonds, are rated as to investment quality by a nationally recognized investment rating firm not less than “AAA” or its equivalent, or (iv) any additional securities and obligations hereafter authorized by the laws of the State of Texas as eligible for use to accomplish the discharge of obligations such as the Certificates.

M. The term *Gross Revenues* for any period shall mean all revenue during such period in respect or on account of the operation or ownership of the System, excluding refundable meter deposits, restricted gifts, and grants in aid of construction, but including earnings and income derived from the investment or deposit of money in any special fund or account (except the Certificate Fund) created and established for the payment or security of the Certificates.

N. The term *Holder* or *Holder*s shall mean the registered owner, whose name appears in the Security Register, for any Certificate.

O. The term *Interest Payment Date* shall mean the date interest is payable on the Certificates, being March 1 and September 1 of each year, commencing September 1, 2023, while any of the Certificates remain Outstanding.

P. The term *Junior Lien Obligations* shall mean (i) any bonds, notes, warrants, certificates of obligation or any similar obligations hereafter issued by the City that are payable wholly or in part from and equally and ratably secured by a junior and inferior lien on and pledge of the Net Revenues of the System that are or will be pledged to the payment of any Prior Lien Obligations hereafter issued by the City, all as further provided in Section 20 of this Ordinance and (ii) any obligations issued to refund the foregoing that are payable from and equally and ratably secured by a junior and inferior lien on and pledge of the Net Revenues of the System as determined by the City Council in accordance with any applicable law.

Q. The term *Limited Pledge Obligations* shall mean (i) the Certificates and (ii) obligations hereafter issued to refund any of the foregoing as determined by the City Council in accordance with applicable law.

R. The term *Maintenance and Operating Expenses* shall mean all current expenses of operating and maintaining the System not paid from the proceeds of the Certificates, including (1) the cost of all salaries, labor, materials, repairs, and extensions necessary to render efficient service, but only if, in the case of repairs and extensions, they are, in the judgment of the City Council (reasonably and fairly exercised), necessary to maintain operation of the System and render adequate service to the City and the inhabitants thereof, or are necessary to meet some physical accident or condition which would otherwise impair obligations payable from Net Revenues, (2) payments to pension, retirement, health, hospitalization, and other employee benefit funds for employees of the City engaged in the operation or maintenance of the System, (3) payments under contracts for the purchase of water supply, treatment of sewage, or other materials, goods, or services for the System to the extent authorized by law and the provisions of such contract, (4) payments to auditors, attorneys, and other consultants incurred in complying with the obligations of the City hereunder, and (5) any legal liability of the City arising out of the operation, maintenance, or condition of the System, but excluding any allowance for depreciation, property retirement, depletion, obsolescence, and other items not requiring an outlay of cash and any interest on the Certificates or other bonds, notes, warrants, or similar obligations of the City payable from Net Revenues.

S. The term *Net Revenues* for any period shall mean the Gross Revenues of the System less the Maintenance and Operating Expenses of the System.

T. The term *Ordinance* shall mean this ordinance as finally passed and adopted by the City Council of the City.

U. The term *Outstanding* when used in this Ordinance with respect to the Certificates shall mean, as of the date of determination, all Certificates issued and delivered under this Ordinance, except:

(1) those Certificates cancelled by the Paying Agent/Registrar or delivered to the Paying Agent/Registrar for cancellation;

(2) those Certificates for which payment has been duly provided by the City in accordance with the provisions of Section 29 of this Ordinance; and

(3) those Certificates that have been mutilated, destroyed, lost, or stolen and replacement Certificates have been registered and delivered in lieu thereof as provided in Section 25 of this Ordinance.

V. The term *Pledged Revenues* shall mean, while the Certificates remain Outstanding, an amount of Net Revenues not in excess of \$1,000. The Pledged Revenues shall be deposited, allocated, and expended in accordance with Section 10 of this Ordinance.

W. The term *Pledged Revenue Amount* shall mean the total amount, not to exceed \$1,000 while the Certificates are Outstanding, of Net Revenues that may be transferred in whole or in part by the City in any given Fiscal Year (however, any amounts transferred prior to the final maturity date of the Certificates may not exceed the total amount of \$1,000) to the Certificate Fund.

X. The term *Prior Lien Obligations* shall mean (i) any bonds, notes, warrants, certificates of obligation or any similar obligations hereafter issued by the City that are payable in whole or in part from and equally and ratably secured by a prior and first lien on and pledge of the Net Revenues of the System, all as further provided in Section 20 of this Ordinance, and (ii) obligations hereafter issued to refund any of the foregoing that are payable from and equally and ratably secured by a prior and first lien on and pledge of the Net Revenues as determined by the City Council in accordance with any applicable law.

Y. The term *Purchasers* shall mean the initial purchaser or purchasers of the Certificates named in Section 26 of this Ordinance.

Z. The term *Stated Maturity* shall mean the annual principal payments of the Certificates payable on March 1 of each year the Certificates are Outstanding as set forth in Section 2 of this Ordinance.

AA. The term *Subordinate Lien Obligations* shall mean (i) any bonds, notes, warrants, certificates of obligation or any similar obligations hereafter issued by the City that are payable wholly or in part from and equally and ratably secured by a subordinate and inferior lien on and pledge of the Net Revenues of the System, all as further provided in Section 20 of this Ordinance and (ii) any obligations hereafter issued to refund any of the foregoing that are payable wholly or in part from and equally and ratably secured by a subordinate and inferior lien on and pledge of the Net Revenues of the System as determined by the Governing Body in accordance with any applicable law.

BB. The term *System* shall mean all properties, facilities and plants currently owned, operated, and maintained by the City for the collection, handling, storage, processing, recovery or disposal of solid waste, together with all future extensions, improvements, replacements and additions thereto, whether situated within or without the limits of the City; provided, however, that notwithstanding the foregoing, and to the extent now or hereafter authorized or permitted by law, the term System shall not mean to include facilities of any kind which are declared not to be a part of the System and which are acquired or constructed by or on behalf of the City with the proceeds from the issuance of Special Facilities Bonds, which are hereby defined as being special revenue obligations of the City which are not payable from Net Revenues but which are payable from and equally and ratably secured by other liens on and pledges of any revenues, sources or payments, not pledged to the payment of the currently outstanding Limited Pledge Obligations, the Certificates,

or any Additional Limited Pledge Obligations hereafter issued by the City, including, but not limited to, special contract revenues or payments received from any other legal entity in connection with such facilities.

SECTION 10: Certificate Fund – Investments. For the purpose of paying the interest on and to provide a sinking fund for the payment, redemption, and retirement of the Certificates, there shall be and is hereby created a special fund to be designated “COMBINATION TAX AND LIMITED PLEDGE REVENUE CERTIFICATES OF OBLIGATION, SERIES 2025 INTEREST AND SINKING FUND” (the *Certificate Fund*), which fund shall be kept and maintained at the Depository, and money deposited in the Certificate Fund shall be used for no other purpose and shall be maintained as provided in Section 27. Authorized Officials of the City are hereby authorized and directed to make withdrawals from the Certificate Fund sufficient to pay the purchase price or the amount of principal of, premium, if any, and interest on the Certificates as the same become due and payable and shall cause to be transferred to the Paying Agent/Registrar from money on deposit in the Certificate Fund an amount sufficient to pay the amount of principal and/or interest stated to mature on the Certificates, such transfer of funds to the Paying Agent/Registrar to be made in such manner as will cause immediately available funds to be deposited with the Paying Agent/Registrar on or before the business day next preceding each interest and principal payment date for the Certificates.

The City, at its sole discretion, may deposit the Pledged Revenue Amount to the Certificate Fund. The Pledged Revenue Amount, if deposited, shall be expended annually to pay principal of and interest on the Certificates as the same become due and payable. This Pledged Revenue Amount shall be accounted for and transferred to the Paying Agent/Registrar in accordance with the provisions of the previous paragraph of this Section.

Pending the transfer of funds to the Paying Agent/Registrar, money deposited in any fund created and established by this Ordinance may, at the option of the City, be placed in time deposits, certificates of deposit, guaranteed investment contracts, or similar contractual agreements, as permitted by the provisions of the Public Funds Investment Act, as amended, Chapter 2256, Texas Government Code, secured (to the extent not insured by the Federal Deposit Insurance Corporation) by obligations of the type hereinafter described, or be invested, as authorized by any law, including investments held in book-entry form, in securities, including, but not limited to, direct obligations of the United States of America, obligations guaranteed or insured by the United States of America, which, in the opinion of the Attorney General of the United States, are backed by its full faith and credit or represent its general obligations, or invested in indirect obligations of the United States of America, including, but not limited to, evidences of indebtedness issued, insured or guaranteed by such governmental agencies as the Federal Land Banks, Federal Intermediate Credit Banks, Banks for Cooperatives, Federal Home Loan Banks, Government National Mortgage Association, Small Business Administration, Farmers Home Administration, Federal Home Loan Mortgage Association, or Federal Housing Association; provided that all such deposits and investments shall be made in such a manner that the money required to be expended from such fund will be available at the proper time or times. All interest and income derived from deposits and investments in any fund established pursuant to the provisions of this Ordinance shall be credited to, and any losses debited to, such fund. All such investments shall be sold promptly when necessary to prevent any default in connection with the Certificates.

SECTION 11: Tax Levy. To provide for the payment of the Debt Service Requirements on the Certificates being (i) the interest on the Certificates and (ii) a sinking fund for their redemption at Stated Maturity or a sinking fund of 2% (whichever amount shall be the greater), there shall be and there is hereby levied for the current year and each succeeding year thereafter while the Certificates or any interest thereon shall remain Outstanding, a sufficient tax, within the limitations prescribed by law, on each one hundred dollars valuation of taxable property in the City, adequate to pay such Debt Service Requirements, full allowance being made for delinquencies and costs of collection; said tax shall be assessed and collected each year and applied to the payment of the Debt Service Requirements, and the same shall not be diverted to any other purpose. The taxes so levied and collected shall be paid into the Certificate Fund and are thereafter pledged to the payment of the Certificates. The City Council hereby declares its purpose and intent to provide and levy a tax legally and fully sufficient to pay the Debt Service Requirements, it having been determined that the existing and available taxing authority of the City for such purpose is adequate to permit a legally sufficient tax in consideration of all other outstanding indebtedness and other obligations of the City.

The amount of taxes to be provided annually for the payment of the principal of and interest on the Certificates shall be determined and accomplished in the following manner:

A. Prior to the date the City Council establishes the annual tax rate and passes an ordinance levying ad valorem taxes each year, the City Council shall determine:

(1) the amount of Debt Service Requirements to become due and payable on the Certificates between the Collection Date for the taxes then to be levied and the Collection Date for the taxes to be levied during the next succeeding calendar year;

(2) the amount on deposit in the Certificate Fund after (a) deducting therefrom the total amount of Debt Service Requirements to become due on Certificates prior to the Collection Date for the ad valorem taxes to be levied and (b) adding thereto the amount of the Pledged Revenues, if any, to be appropriated and allocated during such year to pay such Debt Service Requirements, if any, prior to the Collection Date for the ad valorem taxes to be levied; and

(3) the amount of Pledged Revenues, if any, appropriated and set aside for the payment of the Debt Service Requirements on the Certificates between the Collection Date for the taxes then to be levied and the Collection Date for the taxes to be levied during the next succeeding Fiscal Year.

B. The amount of taxes to be levied annually each year to pay the Debt Service Requirements on the Certificates shall be the amount established in paragraph (1) above less the sum total of the amounts established in paragraphs (2) and (3), after taking into consideration delinquencies and costs of collecting such annual taxes.

SECTION 12: Pledge of Revenues. (a) The City hereby covenants and agrees that, subject to (i) any prior lien on and pledge of the Net Revenues of the System to the payment and security of any Prior Lien Obligations, Junior Lien Obligations, or Subordinate Lien Obligations hereafter issued by the City and (ii) the lien on and pledge of a limited amount of the Net Revenues to the payment and security of the Certificates and any Additional Limited Pledge Obligations hereafter issued by the City, the Pledged Revenues are hereby irrevocably pledged to the payment of the

principal of and interest on the Certificates and the pledge of Pledged Revenues herein made for the payment of the Certificates shall constitute a lien on the Pledged Revenues in accordance with the terms and provisions hereof and be valid and binding without any physical delivery thereof or further act by the City.

(b) Chapter 1208, Government Code, applies to the issuance of the Certificates and the pledge of the taxes and revenues granted by the City under subsection (a) of this Section, and such pledge is therefore valid, effective and perfected. If Texas law is amended at any time while the Certificates are outstanding and unpaid such that the pledge of the taxes and revenues granted by the City under subsection (a) of this Section is to be subject to the filing requirements of Chapter 9, Business & Commerce Code, then in order to preserve to the registered owners of the Certificates the perfection of the security interest in said pledge, the City agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Chapter 9, Business & Commerce Code and enable a filing to perfect the security interest in said pledge to occur.

SECTION 13: System Fund. The City hereby covenants and agrees that all Gross Revenues derived from the operation of the System shall be kept separate and apart from all other funds, accounts and money of the City and shall be deposited as collected into the “CITY OF EDINBURG, TEXAS SOLID WASTE MANAGEMENT SYSTEM FUND” (the *System Fund*). All money deposited in the System Fund shall be pledged and appropriated to the extent required for the following purposes and in the order of priority shown:

- First: to the payment of the reasonable and proper Maintenance and Operating Expenses of the System required by statute or ordinances authorizing the issuance of any indebtedness of the City to be a first charge on and claim against the Gross Revenues of the System;
- Second: To the payment of the amounts that must be deposited in the special funds and accounts created and established for the payment, security, and benefit of any Prior Lien Obligations hereafter issued by the City in accordance with the terms and provisions of any ordinances authorizing their issuance;
- Third: To the payment of the amounts that must be deposited in the special funds and accounts created and established for the payment, security, and benefit of any Junior Lien Obligations hereafter issued by the City in accordance with the terms and provisions of any ordinances authorizing their issuance;
- Fourth: To the payment of the amounts that must be deposited in the special funds and accounts created and established for the payment, security, and benefit of any Subordinate Lien Obligations hereafter issued by the City in accordance with the terms and provisions of any ordinances authorizing their issuance; and
- Fifth: To the payment of the amounts that may be deposited in the special funds and accounts established for the payment of the Certificates, and any Additional Limited Pledge Obligations hereafter issued by the City in accordance with the terms and provisions of any ordinances authorizing their issuance.

Any Net Revenues remaining in the System Fund after satisfying the foregoing payments, or making adequate and sufficient provision for the payment, security, and benefit thereof, may be appropriated and used for any other City purpose now or hereafter permitted by law.

SECTION 14: Deposits to Certificate Fund – Surplus Certificate Proceeds. The City hereby covenants and agrees to cause to be deposited in the Certificate Fund prior to a principal and interest payment date for the Certificates, from the Pledged Revenues in the System Fund, after the deduction of all payments required to be made to the special funds or accounts created for the payment, security, and benefit of (i) any Prior Lien Obligations, Junior Lien Obligations, and/or Subordinate Lien Obligations hereafter issued by the City and (ii) the Certificates, and any amounts budgeted to be paid therefrom in such Fiscal Year.

Accrued interest, if any, received from the Purchasers of the Certificates shall be deposited to the Certificate Fund and ad valorem taxes levied and collected for the benefit of the Certificates shall be deposited to the Certificate Fund. In addition, any surplus proceeds, including investment income therefrom, from the sale of the Certificates not expended for authorized purposes shall be deposited in the Certificate Fund, and such amounts so deposited shall reduce the sums otherwise required to be deposited in said fund from ad valorem taxes.

SECTION 15: Security of Funds. All money on deposit in the funds for which this Ordinance makes provision (except any portion thereof as may be at any time properly invested as provided herein) shall be secured in the manner and to the fullest extent required by the laws of the State of Texas for the security of public funds, and money on deposit in such funds shall be used only for the purposes permitted by this Ordinance.

SECTION 16: Maintenance of System - Insurance. The City covenants and agrees that while the Certificates remain Outstanding it will maintain and operate the System with all possible efficiency and maintain casualty and other insurance (including a system of self-insurance) on the properties of the System and its operations of a kind and in such amounts customarily carried by municipal corporations in the State of Texas engaged in a similar type of business and that it will faithfully and punctually perform all duties with reference to the System required by the laws of the State of Texas. All money received from losses under such insurance policies, other than public liability policies, are held for the benefit of the holders of the Certificates until and unless the proceeds are paid out in making good the loss or damage in respect of which such proceeds are received, either by replacing the property destroyed or repairing the property damaged, and adequate provision for making good such loss or damage must be made within ninety (90) days after the date of loss. The payment of premiums for all insurance policies required under the provisions hereof shall be considered Maintenance and Operating Expenses. Nothing in this Ordinance shall be construed as requiring the City to expend any funds which are derived from sources other than the operation of the System but nothing herein shall be construed as preventing the City from doing so.

SECTION 17: Rates and Charges. The City hereby covenants and agrees with the Holders of the Certificates that rates and charges for utility services afforded by the System will be established and maintained to provide Gross Revenues sufficient at all times:

A. to pay, together with any other lawfully available funds, all operating, maintenance, depreciation, replacement, betterment, and other costs incurred in the maintenance and operation

of the System, including, but not limited to, Maintenance and Operating Expenses; provided, however, that the City expressly reserves the right to utilize other lawfully available funds to pay the Maintenance and Operating Expenses;

B. to produce Net Revenues sufficient, together with any other lawfully available funds, to pay (i) the interest on and principal of any Prior Lien Obligations hereafter issued by the City as the same becomes due and payable and the amounts required to be deposited in any special fund created and established for the payment, security, and benefit thereof, (ii) the interest on and principal of any Junior Lien Obligations hereafter issued by the City as the same becomes due and payable and the amounts required to be deposited in any special fund created and established for the payment, security, and benefit thereof, (iii) the interest on and principal of any Subordinate Lien Obligations hereafter issued by the City as the same becomes due and payable and the amounts required to be deposited in any special fund created and established for the payment, security, and benefit thereof, and (iv) the amounts that may be deposited in the special funds established for the payment of the Certificates, or any Additional Limited Pledge Obligations hereafter issued by the City; and

C. to pay other legally incurred indebtedness payable from the Net Revenues of the System and/or secured by a lien on the System or the Net Revenues thereof.

SECTION 18: Records and Accounts - Annual Audit. The City further covenants and agrees that so long as any of the Certificates remain Outstanding it will keep and maintain separate and complete records and accounts pertaining to the operations of the System in which complete and correct entries shall be made of all transactions relating thereto, as provided by applicable law. The Holders of the Certificates or any duly authorized agent or agents of the Holders shall have the right to inspect the System and all properties comprising the same. The City further agrees that, following the close of each Fiscal Year, it will cause an audit of such books and accounts to be made by an independent firm of certified public accountants. Expenses incurred in making the annual audit of the operations of the System are to be regarded as Maintenance and Operating Expenses.

SECTION 19: Remedies in Event of Default. In addition to all the rights and remedies provided by the laws of the State of Texas, the City covenants and agrees particularly that in the event the City (a) defaults in the payments to be made to the Certificate Fund, or (b) defaults in the observance or performance of any other of the covenants, conditions, or obligations set forth in this Ordinance, the Holders of any of the Certificates shall be entitled to seek a writ of mandamus issued by a court of proper jurisdiction compelling and requiring the governing body of the City and other officers of the City to observe and perform any covenant, condition, or obligation prescribed in this Ordinance.

No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence therein, and every such right and power may be exercised from time to time and as often as may be deemed expedient. The specific remedies herein provided shall be cumulative of all other existing remedies and the specification of such remedies shall not be deemed to be exclusive.

SECTION 20: Issuance of Prior Lien Obligations, Junior Lien Obligations, Subordinate Lien Obligations, and Additional Limited Pledge Obligations. The City hereby expressly reserves

the right to hereafter issue bonds, notes, warrants, certificates of obligation, or similar obligations, payable, in whole or in part, as appropriate, from and secured by a pledge of and lien on the Net Revenues of the System with the following priorities, without limitation as to principal amount, but subject to any terms, conditions, or restrictions applicable thereto under existing ordinances, laws, or otherwise:

A. Prior Lien Obligations payable from and equally and ratably secured by a first and prior lien on and pledge of the Net Revenues of the System;

B. Junior Lien Obligations payable from and equally and ratably secured by a lien on and pledge of the Net Revenues that is junior and inferior to the lien on and pledge thereof securing the payment of any Prior Lien Obligations hereafter issued by the City, but prior and superior to the lien on and pledge of the Net Revenues securing in whole or in part the payment of any Subordinate Lien Obligations or Limited Pledge Obligations outstanding or hereafter issued by the City;

C. Subordinate Lien Obligations payable from and equally and ratably secured by a lien on and pledge of the Net Revenues that is subordinate and inferior to the lien on and pledge thereof securing the payment of any Prior Lien Obligations or Subordinate Lien Obligations hereafter issued by the City, but prior and superior to the lien on and pledge of the Net Revenues securing, in part, the payment of any Limited Pledge Obligations outstanding or hereafter issued by the City; and

D. Additional Limited Pledge Obligations secured, together with the currently outstanding Limited Pledge Obligations, by a lien on and pledge of a limited amount of the Net Revenues in accordance with the provisions of the following paragraph.

Prior Lien Obligations, Junior Lien Obligations, or Subordinate Lien Obligations, if issued, may be payable, in whole or in part, from Net Revenues (without impairment of the obligation of contract with the holders of the currently outstanding Limited Pledge Obligations and the Certificates) upon such terms and conditions as the City Council may determine. Additional Limited Pledge Obligations, if issued and payable, in whole or in part, from Pledged Revenues (defined in the same or similar terms as provided in Section 9 of this Ordinance or in the ordinances authorizing the issuance of the currently outstanding Limited Pledge Obligations), shall not in any event be construed to be payable from the Pledged Revenues authorized by this Ordinance to be budgeted and appropriated for the payment of the Certificates. However, the lien on and pledge of the limited amount of Net Revenues securing, in part, the payment of the Certificates and any Additional Limited Pledge Obligations shall be subordinate and inferior to the pledge of and lien on the Net Revenues securing the payment of any Prior Lien Obligations, Junior Lien Obligations, or Subordinate Lien Obligations hereafter issued by the City.

SECTION 21: Special Covenants. The City hereby further covenants that:

A. it has the lawful power to pledge the Pledged Revenues supporting the Certificates and has lawfully exercised said powers under the laws of the State of Texas, including power existing under the Certificate of Obligation Act of 1971, as amended, Texas Local Government Code, Section 271.041 through Section 271.064, and the City's Home Rule Charter;

B. other than for the payment of the Certificates, the Net Revenues of the System have not in any manner been pledged to the payment of any debt or obligation of the City or of the System;

C. as long as any Certificates or any interest thereon remain Outstanding, the City will not sell, lease, or encumber (except in the manner provided in Section 20 of this Ordinance) the System or any substantial part thereof, provided that this covenant shall not be construed to prohibit the sale of such machinery, or other properties or equipment which has become obsolete or otherwise unsuited to the efficient operation of the System;

D. to the extent that it legally may, the City further covenants and agrees that, so long as any of the Certificates, or any interest thereon, are Outstanding, no franchise shall be granted for the installation or operation of any competing utility systems other than those owned by the City, and the operation of any such systems by anyone other than the City is hereby prohibited; and

E. no free service of the System shall be allowed, and should the City or any of its agents or instrumentalities make use of the services and facilities of the System, payment of the reasonable value thereof shall be made by the City out of funds from sources other than the revenues and income of the System.

SECTION 22: Application of the Covenants and Agreements of any Prior Lien Obligations, Junior Lien Obligations, Subordinate Lien Obligations, or Additional Limited Pledge Obligations. It is the intention of the City Council and accordingly hereby recognized and stipulated that the provisions, agreements, and covenants contained herein bearing upon the management and operations of the System, and the administration and application of Gross Revenues derived from the operation thereof, shall to the extent possible be harmonized with like provisions, agreements, and covenants contained in the ordinances authorizing the issuance of any Prior Lien Obligations, Junior Lien Obligations, or Subordinate Lien Obligations hereafter issued by the City, and to the extent of any irreconcilable conflict between the provisions contained herein and in the ordinances authorizing the issuance of any Prior Lien Obligations, Junior Lien Obligations, or Subordinate Lien Obligations hereafter issued by the City, the provisions, agreements and covenants contained therein shall prevail to the extent of such conflict and be applicable to this Ordinance. It is expressly recognized that prior to the issuance of any Prior Lien Obligations, Junior Lien Obligations, Subordinate Lien Obligations, or Additional Limited Pledge Obligations, the City must comply with each of the conditions precedent contained in the respective ordinances authorizing the issuance of the Certificates, as appropriate.

SECTION 23: Notices to Holders – Waiver. Wherever this Ordinance provides for notice to Holders of any event, such notice shall be sufficiently given (unless otherwise herein expressly provided) if in writing and sent by United States mail, first-class postage prepaid, to the address of each Holder as it appears in the Security Register at the close of business on the business day next preceding the mailing of such notice.

In any case where notice to Holders is given by mail, neither the failure to mail such notice to any particular Holders, nor any defect in any notice so mailed, shall affect the sufficiency of such notice with respect to all other Holders. Where this Ordinance provides for notice in any manner, such notice may be waived in writing by the Holder entitled to receive such notice, either

before or after the event with respect to which such notice is given, and such waiver shall be the equivalent of such notice. Waivers of notice by Holders shall be filed with the Paying Agent/Registrar, but such filing shall not be a condition precedent to the validity of any action taken in reliance upon such waiver.

SECTION 24: Cancellation. All Certificates surrendered for payment, redemption, transfer, exchange, or replacement, if surrendered to the Paying Agent/Registrar, shall be promptly cancelled by it and, if surrendered to the City, shall be delivered to the Paying Agent/Registrar and, if not already cancelled, shall be promptly cancelled by the Paying Agent/Registrar. The City may at any time deliver to the Paying Agent/Registrar for cancellation any Certificates previously certified or registered and delivered which the City may have acquired in any manner whatsoever, and all Certificates so delivered shall be promptly cancelled by the Paying Agent/Registrar. All cancelled Certificates held by the Paying Agent/Registrar shall be destroyed as directed by the City.

SECTION 25: Mutilated, Destroyed, Lost, and Stolen Certificates. If (1) any mutilated Certificate is surrendered to the Paying Agent/Registrar, or the City and the Paying Agent/Registrar receive evidence to their satisfaction of the destruction, loss, or theft of any Certificate, and (2) there is delivered to the City and the Paying Agent/Registrar such security or indemnity as may be required to save each of them harmless, then, in the absence of notice to the City or the Paying Agent/Registrar that such Certificate has been acquired by a bona fide purchaser, the City shall execute and, upon its request, the Paying Agent/Registrar shall register and deliver, in exchange for or in lieu of any such mutilated, destroyed, lost, or stolen Certificate, a new Certificate of the same Stated Maturity and interest rate and of like tenor and principal amount, bearing a number not contemporaneously Outstanding.

In case any such mutilated, destroyed, lost, or stolen Certificate has become or is about to become due and payable, the City in its discretion may, instead of issuing a new Certificate, pay such Certificate.

Upon the issuance of any new Certificate or payment in lieu thereof, under this Section, the City may require payment by the Holder of a sum sufficient to cover any tax or other governmental charge imposed in relation thereto and any other expenses and charges (including attorney's fees and the fees and expenses of the Paying Agent/Registrar) connected therewith.

Every new Certificate issued pursuant to this Section in lieu of any mutilated, destroyed, lost, or stolen Certificate shall constitute a replacement of the prior obligation of the City, whether or not the mutilated, destroyed, lost, or stolen Certificate shall be at any time enforceable by anyone, and shall be entitled to all the benefits of this Ordinance equally and ratably with all other Outstanding Certificates.

The provisions of this Section are exclusive and shall preclude (to the extent lawful) all other rights and remedies with respect to the replacement and payment of mutilated, destroyed, lost, or stolen Certificates.

SECTION 26: Sale of Certificates – Disbursement – Use of Certificate Proceeds. The sale of the Certificates to the State Infrastructure Bank (the *Purchasers*, having all of the rights, benefits, duties, and obligations of a Holder) at the price of par pursuant to a loan commitment received from the Purchasers is hereby confirmed. The pricing and terms of the sale of the

Certificates are hereby found and determined to be the most advantageous reasonably obtainable by the City. Delivery of the Certificates to the Purchasers shall occur as soon as practicable after the adoption of this Ordinance, upon payment therefor in accordance with the terms of the loan commitment and this Ordinance.

On the Closing Date, the Department will transfer the amount of \$_____ from the State Infrastructure Bank (such funds representing the purchase price of the Certificates and referred to herein as the *Certificate Proceeds*) to the City for deposit at the Depository into the special construction account created for the projects to be constructed with the Certificate Proceeds (the *Project Account*). The City shall use the Certificate Proceeds for payment of the City's actual costs of the Project. The City shall not use the Certificate Proceeds for any purpose other than that described in this Ordinance.

The investment of any Certificate Proceeds shall be handled in a manner that complies with the Public Funds Investment Act, Texas Government Code, Chapter 2256. The Certificate Proceeds shall be adequately collateralized in a manner that complies with the Public Funds Collateral Act, Texas Government Code, Chapter 2257. The Depository shall not commingle funds in the Project Account with any other funds held by the Depository or the investment pool. While the Certificates are outstanding and held by the Purchasers, if the City wishes to change its depository bank or investment fund, the City shall obtain the Department's approval prior to the transfer of any remaining Certificate Proceeds or any other funds into an equivalent account in the new depository bank or investment fund, subject to the same security and fund segregation requirements described in this Ordinance.

Certificate Proceeds shall be deposited in the Project Account and shall only be drawn upon by the City and used for Project costs as described in this Ordinance. All draws from the Project Account for such costs related to the Project shall be in accordance with a requisition prepared or approved by the City, and all such requisitions and Project costs shall be subject to the review and approval of the Department.

SECTION 27: Covenants to Maintain Tax-Exempt Status.

A. Definitions. When used in this Section, the following terms have the following meanings:

“*Closing Date*” means the date on which the Certificates are first authenticated and delivered to the initial purchasers against payment therefor.

“*Code*” means the Internal Revenue Code of 1986, as amended by all legislation, if any, effective on or before the Closing Date.

“*Computation Date*” has the meaning set forth in Section 1.148-1(b) of the Regulations.

“*Gross Proceeds*” means any proceeds as defined in Section 1.148-1(b) of the Regulations, and any replacement proceeds as defined in Section 1.148-1(c) of the Regulations, of the Certificates.

“*Investment*” has the meaning set forth in Section 1.148-1(b) of the Regulations. “*Nonpurpose Investment*” means any investment property, as defined in section 148(b) of the Code, in which Gross Proceeds of the Certificates are invested and which is not acquired to carry out the governmental purposes of the Certificates.

“*Rebate Amount*” has the meaning set forth in Section 1.148-1(b) of the Regulations.

“*Regulations*” means any proposed, temporary, or final Income Tax Regulations issued pursuant to sections 103 and 141 through 150 of the Code, and 103 of the Internal Revenue Code of 1954, which are applicable to the Certificates. Any reference to any specific Regulation shall also mean, as appropriate, any proposed, temporary or final Income Tax Regulation designed to supplement, amend or replace the specific Regulation referenced.

“*Yield*” of

(1) any Investment has the meaning set forth in Section 1.148-5 of the Regulations; and

(2) the Certificates has the meaning as set forth in Section 1.148-4 of the Regulations.

B. Not to Cause Interest to Become Taxable. The City shall not use, permit the use of, or omit to use Gross Proceeds or any other amounts (or any property the acquisition, construction or improvement of which is to be financed or refinanced directly or indirectly with Gross Proceeds) in a manner which if made or omitted, respectively, would cause the interest on any Certificate to become includable in the gross income, as defined in section 61 of the Code, of the owner thereof for federal income tax purposes. Without limiting the generality of the foregoing, unless and until the City receives a written opinion of counsel nationally recognized in the field of municipal bond law to the effect that failure to comply with such covenant will not adversely affect the exemption from federal income tax of the interest on any Certificate, the City shall comply with each of the specific covenants in this Section.

C. No Private Use or Private Payments. Except to the extent it will not cause the Certificates to become “private activity bonds” within the meaning of section 141 of the Code and the Regulations and rulings thereunder, the City shall at all times prior to the last Stated Maturity of Certificates:

(1) exclusively own, operate and possess all property the acquisition, construction or improvement of which is to be financed or refinanced directly or indirectly with Gross Proceeds of the Certificates, and not use or permit the use of such Gross Proceeds (including all contractual arrangements with terms different than those applicable to the general public) or any property acquired, constructed or improved with such Gross Proceeds in any activity carried on by any person or entity (including the United States or any agency, department and instrumentality thereof) other than a state or local government, unless such use is solely as a member of the general public; and

(2) not directly or indirectly impose or accept any charge or other payment by any person or entity who is treated as using Gross Proceeds of the Certificates or any property the acquisition, construction, or improvement of which is to be financed or refinanced directly or indirectly with such Gross Proceeds, other than taxes of general application within the City or interest earned on investments acquired with such Gross Proceeds pending application for their intended purposes.

D. No Private Loan. Except to the extent it will not cause the Certificates to become “private activity bonds” within the meaning of section 141 of the Code and the Regulations and rulings thereunder, the City shall not use Gross Proceeds of the Certificates to make or finance loans to any person or entity other than a state or local government. For purposes of the foregoing covenant, such Gross Proceeds are considered to be “loaned” to a person or entity if- (1) property acquired, constructed or improved with such Gross Proceeds is sold or leased to such person or entity in a transaction which creates a debt for federal income tax purposes; (2) capacity in or service from such property is committed to such person or entity under a take-or-pay, output or similar contract or arrangement; or (3) indirect benefits, or burdens and benefits of ownership, of such Gross Proceeds or any property acquired, constructed or improved with such Gross Proceeds are otherwise transferred in a transaction which is the economic equivalent of a loan.

E. Not to Invest at Higher Yield. Except to the extent it will not cause the Certificates to become “arbitrage bonds” within the meaning of section 148 of the Code and the Regulations and rulings thereunder, the City shall not at any time prior to the final Stated Maturity of the Certificates directly or indirectly invest Gross Proceeds in any Investment, if as a result of such investment the Yield of any Investment acquired with Gross Proceeds, whether then held or previously disposed of, materially exceeds the Yield of the Certificates.

F. Not Federally Guaranteed. Except to the extent permitted by section 149(b) of the Code and the Regulations and rulings thereunder, the City shall not take or omit to take any action which would cause the Certificates to be federally guaranteed within the meaning of section 149(b) of the Code and the Regulations and rulings thereunder.

G. Information Report. The Issuer shall timely file the information required by section 149(e) of the Code with the Secretary of the Treasury on Form 8038-G or such other form and in such place as the Secretary may prescribe.

H. Rebate of Arbitrage Profits. Except to the extent otherwise provided in section 148(f) of the Code and the Regulations and rulings thereunder:

(1) The City shall account for all Gross Proceeds (including all receipts, expenditures, and investments thereof) on its books of account separately and apart from all other funds (and receipts, expenditures, and investments thereof) and shall retain all records of accounting for at least six years after the day on which the last Outstanding Certificate is discharged. However, to the extent permitted by law, the City may commingle Gross Proceeds of the Certificates with other money of the City, provided that the City separately accounts for each receipt and expenditure of Gross Proceeds and the obligations acquired therewith.

(2) Not less frequently than each Computation Date, the City shall calculate the Rebate Amount in accordance with rules set forth in section 148(f) of the Code and the

Regulations and rulings thereunder. The City shall maintain such calculations with its official transcript of proceedings relating to the issuance of the Certificates until six years after the final Computation Date.

(3) As additional consideration for the purchase of the Certificates by the Purchasers and the loan of the money represented thereby and in order to induce such purchase by measures designed to insure the excludability of the interest thereon from the gross income of the owners thereof for federal income tax purposes, the City shall pay to the United States out of the Certificate Fund or its general fund, as permitted by applicable Texas statute, regulation or opinion of the Attorney General of the State of Texas, the amount that when added to the future value of previous rebate payments made for the Certificates equals (i) in the case of a Final Computation Date as defined in Section 1.148-3(e)(2) of the Regulations, one hundred percent (100%) of the Rebate Amount on such date; and (ii) in the case of any other Computation Date, ninety percent (90%) of the Rebate Amount on such date. In all cases, the rebate payments shall be made at the times, in the installments, to the place and in the manner as is or may be required by section 148(f) of the Code and the Regulations and rulings thereunder, and shall be accompanied by Form 8038-T or such other forms and information as is or may be required by section 148(f) of the Code and the Regulations and rulings thereunder.

(4) The City shall exercise reasonable diligence to assure that no errors are made in the calculations and payments required by paragraphs (2) and (3), and if an error is made, to discover and promptly correct such error within a reasonable amount of time thereafter (and in all events within one hundred eighty (180) days after discovery of the error), including payment to the United States of any additional Rebate Amount owed to it, interest thereon, and any penalty imposed under Section 1.148-3(h) of the Regulations.

I. Not to Divert Arbitrage Profits. Except to the extent permitted by section 148 of the Code and the Regulations and rulings thereunder, the City shall not, at any time prior to the earlier of the Stated Maturity or final payment of the Certificates, enter into any transaction that reduces the amount required to be paid to the United States pursuant to Subsection H of this Section because such transaction results in a smaller profit or a larger loss than would have resulted if the transaction had been at arm's length and had the Yield of the Certificates not been relevant to either party.

J. Certificates Not Hedge Bonds.

(1) The City reasonably expects to spend at least 85% of the spendable proceeds of the Certificates within three years after such Certificates are issued.

(2) Not more than 50% of the proceeds of the Certificates will be invested in Nonpurpose Investments having a substantially guaranteed Yield for a period of 4 years or more.

K. Elections. The City hereby directs and authorizes any Authorized Official, either individually or any combination of them, to make elections permitted or required pursuant to the provisions of the Code or the Regulations, as they deem necessary or appropriate in connection with the Certificates, in the Certificate as to Tax Exemption or similar or other appropriate certificate, form or document. Such elections shall be deemed to be made on the Closing Date.

SECTION 28: Control and Custody of Certificates. The Mayor of the City shall be and is hereby authorized to take and have charge of all necessary orders and records pending investigation by the Attorney General of the State of Texas and shall take and have charge and control of the Certificates pending their approval by the Attorney General of the State of Texas, the registration thereof by the Comptroller of Public Accounts of the State of Texas and the delivery of the Certificates to the Purchasers.

Furthermore, any Authorized Official, either individually or any combination of them, is hereby authorized and directed to furnish and execute such documents relating to the City and its financial affairs as may be necessary for the issuance of the Certificates, the approval of the Attorney General of the State of Texas and their registration by the Comptroller of Public Accounts of the State of Texas and, together with the City's financial advisors, Bond Counsel, and the Paying Agent/Registrar, make the necessary arrangements for the delivery of the Initial Certificate to the Purchasers and, when requested in writing by the Purchasers, the initial exchange thereof for definitive Certificates.

SECTION 29: Satisfaction of Obligation of City. If the City shall pay or cause to be paid, or there shall otherwise be paid to the Holders, the principal of, premium, if any, and interest on the Certificates, at the times and in the manner stipulated in this Ordinance, then the pledge of taxes levied and the lien on and pledge of the Pledged Revenues under this Ordinance and all covenants, agreements, and other obligations of the City to the Holders shall thereupon cease, terminate, and be discharged and satisfied.

Certificates, or any principal amount(s) thereof, shall be deemed to have been paid within the meaning and with the effect expressed above in this Section when (i) money sufficient to pay in full such Certificates or the principal amount(s) thereof at Stated Maturity or to the redemption date therefor, together with all interest due thereon, shall have been irrevocably deposited with and held in trust by the Paying Agent/Registrar, or an authorized escrow agent, and/or (ii) Government Securities shall have been irrevocably deposited in trust with the Paying Agent/Registrar, or an authorized escrow agent, which Government Securities will mature as to principal and interest in such amounts and at such times as will insure the availability, without reinvestment, of sufficient money, together with any money deposited therewith, if any, to pay when due the principal of and interest on such Certificates, or the principal amount(s) thereof, on and prior to the Stated Maturity thereof or (if notice of redemption has been duly given or waived or if irrevocable arrangements therefor acceptable to the Paying Agent/Registrar have been made) the redemption date thereof for the Certificates. In the event of a defeasance of the Certificates, the City shall deliver a certificate from its financial advisor, the Paying Agent/Registrar, an independent accounting firm, or another qualified third party concerning the deposit of cash and/or Government Securities to pay, when due, the principal of, redemption premium (if any), and interest due on any defeased Certificate. To the extent applicable, if at all, the City covenants that no deposit of money or Government Securities will be made under this Section and no use made of any such deposit which would cause the Certificates to be treated as arbitrage bonds within the meaning of section 148 of the Code (as defined in Section 27 hereof).

Any money so deposited with the Paying Agent/Registrar, and all income from Government Securities held in trust by the Paying Agent/Registrar, or an authorized escrow agent, pursuant to this Section which is not required for the payment of the Certificates, or any principal amount(s) thereof, or interest thereon with respect to which such money has been so deposited

shall be remitted to the City or deposited as directed by the City. Furthermore, any money held by the Paying Agent/Registrar for the payment of the principal of and interest on the Certificates and remaining unclaimed for a period of three (3) years after the Stated Maturity of the Certificates, or applicable redemption date of the Certificates, such money was deposited and is held in trust to pay shall upon the request of the City be remitted to the City against a written receipt therefor, subject to the unclaimed property laws of the State of Texas.

Notwithstanding any other provision of this Ordinance to the contrary, it is hereby provided that any determination not to redeem defeased Certificates that is made in conjunction with the payment arrangements specified in subsection (i) or (ii) above shall not be irrevocable, provided that: (1) in the proceedings providing for such defeasance, the City expressly reserves the right to call the defeased Certificates for redemption; (2) gives notice of the reservation of that right to the owners of the defeased Certificates immediately following the defeasance; (3) directs that notice of the reservation be included in any redemption notices that it authorizes; and (4) at the time of the redemption, satisfies the conditions of (i) or (ii) above with respect to such defeased debt as though it was being defeased at the time of the exercise of the option to redeem the defeased Certificates, after taking the redemption into account in determining the sufficiency of the provisions made for the payment of the defeased Certificates.

SECTION 30: Printed Opinion. The Purchasers' obligation to accept delivery of the Certificates is subject to their being furnished a final opinion of Cantu Harden Montoya LLP, San Antonio, Texas, as Bond Counsel, approving certain legal matters as to the Certificates, this opinion to be dated and delivered as of the date of initial delivery and payment for such Certificates. Printing of a true and correct copy of this opinion on the reverse side of each of the Certificates, with appropriate certificate pertaining thereto executed by facsimile signature of the City Secretary of the City is hereby approved and authorized.

SECTION 31: CUSIP Numbers. CUSIP numbers may be printed or typed on the definitive Certificates. It is expressly provided, however, that the presence or absence of CUSIP numbers on the definitive Certificates shall be of no significance or effect as regards the legality thereof, and neither the City nor Bond Counsel are to be held responsible for CUSIP numbers incorrectly printed or typed on the definitive Certificates.

SECTION 32: Effect of Headings. The Section headings herein are for convenience only and shall not affect the construction hereof.

SECTION 33: Ordinance a Contract, Amendments - Outstanding Certificates. The City acknowledges that the covenants and obligations of the City herein contained are a material inducement to the purchase of the Certificates. This Ordinance shall constitute a contract with the Holders from time to time, binding on the City and its successors and assigns, and it shall not be amended or repealed by the City so long as any Certificate remains Outstanding except as permitted in this Section. The City may, without the consent of or notice to any Holders, from time to time and at any time, amend this Ordinance in any manner not detrimental to the interests of the Holders, including the curing of any ambiguity, inconsistency, or formal defect or omission herein. In addition, the City may, with the written consent of Holders holding a majority in aggregate principal amount of the Certificates then Outstanding affected thereby, amend, add to, or rescind any of the provisions of this Ordinance; provided, however, that, without the consent of all Holders of Outstanding Certificates, no such amendment, addition, or rescission shall (1) extend

the time or times of payment of the principal of and interest on the Certificates, reduce the principal amount thereof, the redemption price therefor, or the rate of interest thereon, or in any other way modify the terms of payment of the principal of, premium, if any, or interest on the Certificates, (2) give any preference to any Certificate over any other Certificate, or (3) reduce the aggregate principal amount of Certificates required for consent to any such amendment, addition, or rescission.

SECTION 34: Benefits of Ordinance. Nothing in this Ordinance, expressed or implied, is intended or shall be construed to confer upon any person other than the City, Bond Counsel, Paying Agent/Registrar, and the Holders, any right, remedy, or claim, legal or equitable, under or by reason of this Ordinance or any provision hereof, this Ordinance and all its provisions being intended to be and being for the sole and exclusive benefit of the City, Bond Counsel, Paying Agent/Registrar, and the Holders.

SECTION 35: Inconsistent Provisions. All ordinances and resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict, and the provisions of this Ordinance shall be and remain controlling as to the matters ordained herein.

SECTION 36: Governing Law. This Ordinance shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

SECTION 37: Severability. If any provision of this Ordinance or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Ordinance and the application of such provision to other persons and circumstances shall nevertheless be valid, and the City Council hereby declares that this Ordinance would have been enacted without such invalid provision.

SECTION 38: Construction of Terms. If appropriate in the context of this Ordinance, words of the singular number shall be considered to include the plural, words of the plural number shall be considered to include the singular, and words of the masculine, feminine or neuter gender shall be considered to include the other genders.

SECTION 39: Incorporation of Preamble Recitals. The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Ordinance for all purposes and are adopted as a part of the judgment and findings of the City Council of the City.

SECTION 40: Authorization of Paying Agent/Registrar Agreement. The City Council of the City hereby finds and determines that it is in the best interest of the City to authorize the execution of a Paying Agent/Registrar Agreement concerning the payment, exchange, registration, and transferability of the Certificates. A copy of the Paying Agent/Registrar Agreement is attached hereto, in substantially final form, as Exhibit A and is incorporated by reference to the provisions of this Ordinance.

SECTION 41: Public Meeting. It is officially found, determined, and declared that the meeting at which this Ordinance 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 Ordinance, was given, all as required by Chapter 551, as amended, Texas Government Code.

SECTION 42: Unavailability of Authorized Publication. If, because of the temporary or permanent suspension of any newspaper, journal, or other publication, or, for any reason, publication of notice cannot be made meeting any requirements herein established, any notice required to be published by the provisions of this Ordinance shall be given in such other manner and at such time or times as in the judgment of the City or of the Paying Agent/Registrar shall most effectively approximate such required publication and the giving of such notice in such manner shall for all purposes of this Ordinance be deemed to be in compliance with the requirements for publication thereof.

SECTION 43: No Recourse Against City Officials. No recourse shall be had for the payment of principal of, premium, if any, or interest on any Certificate or for any claim based thereon or on this Ordinance against any official of the City or any person executing any Certificate.

SECTION 44: Continuing Disclosure Undertaking.

A. Definitions.

As used in this Section, the following terms have the meanings ascribed to such terms below:

EMMA means the MSRB's Electronic Municipal Market Access system, accessible by the general public, without charge, on the internet through the uniform resource locator (URL) <http://www.emma.msrb.org>.

Financial Obligation means a (a) debt obligation; (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (c) guarantee of a debt obligation or any such derivative instrument; provided that "financial obligation" shall not include municipal securities (as defined in the Securities Exchange Act of 1934, as amended) as to which a final official statement (as defined in the Rule) has been provided to the MSRB consistent with the Rule.

MSRB means the Municipal Securities Rulemaking Board.

Rule means SEC Rule 15c2-12, as amended from time to time.

SEC means the United States Securities and Exchange Commission.

Undertaking means the City's continuing disclosure undertaking, described in Paragraphs B through F below, hereunder accepted and entered into by the City for the purpose of compliance with the Rule.

B. Annual Reports.

The City shall file annually with the MSRB, (1) within six months after the end of each fiscal year of the City ending in or after 2025, financial information and operating data with respect to the City of the general type included in the final Official Statement authorized by Section 26 of this Ordinance, being the information described in Clause 1 of Exhibit C hereto, and (2) within twelve months after the end of each fiscal year ending in or after 2025, financial information and

operating data with respect to the City of the general type included in the final Official Statement, being the information described in Clause 2 of Exhibit C hereto. Any financial statements so to be provided shall be (i) prepared in accordance with the accounting principles described in Exhibit C hereto, or such other accounting principles as the City may be required to employ from time to time pursuant to state law or regulation, and (ii) audited, if the City commissions an audit of such financial statements and the audit is completed within the period during which they must be provided. If the audit of such financial statements is not complete within such period, then the City shall file unaudited financial statements within such period and audited financial statements for the applicable fiscal year to the MSRB, when and if the audit report on such financial statements becomes available. Under current Texas law, including, but not limited to, Chapter 103, as amended, Texas Local Government Code, the City must have its records and accounts audited annually and shall have an annual financial statement prepared based on the audit. The annual financial statement, including the auditor's opinion on the statement, shall be filed in the office of the City Secretary within 180 days after the last day of the City's fiscal year. Additionally, upon the filing of this financial statement and the annual audit, these documents are subject to the Texas Open Records Act, as amended, Texas Government Code, Chapter 552.

If the City changes its fiscal year, it will file notice of such change (and of the date of the new fiscal year end) with the MSRB prior to the next date by which the City otherwise would be required to provide financial information and operating data pursuant to this Section.

C. Notice of Certain Events.

The City shall file notice of any of the following events with respect to the Certificates to the MSRB in a timely manner and not more than 10 business days after occurrence of the event:

- (1) Principal and interest payment delinquencies;
- (2) Non-payment related defaults, if material;
- (3) Unscheduled draws on debt service reserves reflecting financial difficulties;
- (4) Unscheduled draws on credit enhancements reflecting financial difficulties;
- (5) Substitution of credit or liquidity providers, or their failure to perform;
- (6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB), or other material notices or determinations with respect to the tax status of the Certificates, or other material events affecting the tax status of the Certificates;
- (7) Modifications to rights of Holders of the Certificates, if material;
- (8) Certificate calls, if material, and tender offers;
- (9) Defeasances;
- (10) Release, substitution, or sale of property securing repayment of the Certificates, if material;

(11) Rating changes;

(12) Bankruptcy, insolvency, receivership, or similar event of the City, which shall occur as described below;

(13) The consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of its assets, other than in the ordinary course of business, the entry into of a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;

(14) Appointment of a successor or additional paying agent/registrar or the change of name of a paying agent/registrar, if material.

(15) Incurrence of a Financial Obligation of the City, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the City, any of which affect security holders, if material; and

(16) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the City, any of which reflect financial difficulties.

For these purposes, (a) any event described in the immediately preceding paragraph (12) is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the City in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the City, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the City, and (b) the City intends the words used in the immediately preceding paragraphs (15) and (16) and the definition of Financial Obligation in this Section to have the same meanings as when they are used in the Rule, as evidenced by SEC Release No. 34-83885, dated August 20, 2018.

The City shall file notice with the MSRB, in a timely manner, of any failure by the City to provide financial information or operating data in accordance with this Section by the time required by this Section.

D. Limitations, Disclaimers, and Amendments.

The City shall be obligated to observe and perform the covenants specified in this Section for so long as, but only for so long as, the City remains an “obligated person” with respect to the Certificates within the meaning of the Rule, except that the City in any event will give notice of any deposit that causes the Certificates to be no longer Outstanding.

The provisions of this Section are for the sole benefit of the holders and beneficial owners of the Certificates, and nothing in this Section, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The City undertakes to provide only the financial information, operating data, financial statements, and notices which it

has expressly agreed to provide pursuant to this Section and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the City's financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Section or otherwise, except as expressly provided herein. The City does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Certificates at any future date.

UNDER NO CIRCUMSTANCES SHALL THE CITY BE LIABLE TO THE HOLDER OR BENEFICIAL OWNER OF ANY CERTIFICATE OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE CITY, WHETHER NEGLIGENT OR WITH OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS SECTION, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

No default by the City in observing or performing its obligations under this Section shall constitute a breach of or default under this Ordinance for purposes of any other provision of this Ordinance.

Nothing in this Section is intended or shall act to disclaim, waive, or otherwise limit the duties of the City under federal and state securities laws.

The provisions of this Section may be amended by the City from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the City, but only if (1) the provisions of this Section, as so amended, would have permitted an underwriter to purchase or sell Certificates in the primary offering of the Certificates in compliance with the Rule, taking into account any amendments or interpretations of the Rule to the date of such amendment, as well as such changed circumstances, and (2) either (a) the holders of a majority in aggregate principal amount (or any greater amount required by any other provision of this Ordinance that authorizes such an amendment) of the Outstanding Certificates consent to such amendment or (b) a person that is unaffiliated with the City (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interests of the holders and beneficial owners of the Certificates. The City may also repeal or amend the provisions of this Section if the SEC amends or repeals the applicable provisions of the Rule or any court of final jurisdiction enters judgment that such provisions of the Rule are invalid, and the City also may amend the provisions of this Section in its discretion in any other manner or circumstance, but in either case only if and to the extent that the provisions of this sentence would not have prevented an underwriter from lawfully purchasing or selling Certificates in the primary offering of the Certificates, giving effect to (a) such provisions as so amended and (b) any amendments or interpretations of the Rule. If the City so amends the provisions of this Section, the City shall include with any amended financial information or operating data next provided in accordance with this Section an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in the type of financial information or operating data so provided.

E. Information Format – Incorporation by Reference.

The City information required under this Section shall be filed with the MSRB through EMMA in such format and accompanied by such identifying information as may be specified from time to time thereby. Under the current rules of the MSRB, continuing disclosure documents submitted to EMMA must be in word-searchable portable document format (PDF) files that permit the document to be saved, viewed, printed, and retransmitted by electronic means and the series of obligations to which such continuing disclosure documents relate must be identified by CUSIP number or numbers.

Financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any document (including an official statement or other offering document) available to the public through EMMA or filed with the SEC.

F. General Policies and Procedures Concerning Compliance with the Rule.

Because the issuance of the Certificates is subject to the provisions of the Rule and because the potential “underwriters” in a negotiated sale of the Certificates or the initial purchasers in a competitive sale of the Certificates may be subject to MSRB rules and regulations with respect to such sale (including certain due diligence and suitability requirements, among others), the City hereby adopts the General Policies and Procedures Concerning Compliance with the Rule (the Policies and Procedures), attached hereto as Exhibit E, with which the City shall follow to assure compliance with the Undertaking. The City has developed these Policies and Procedures for the purpose of meeting its requirements of the Undertaking and, in connection therewith, has sought the guidance from its internal staff charged with administering the City’s financial affairs, its municipal or financial advisors, its legal counsel (including its Bond Counsel), and its independent accountants (to the extent determined to be necessary or advisable). The Policies and Procedures can be amended at the sole discretion of the City and any such amendment will not be deemed to be an amendment to the Undertaking. Each Authorized Official is hereby authorized to amend the Policies and Procedures as a result of a change in law, a future issuance of indebtedness subject to the Rule, or another purpose determined by the Authorized Official to be necessary or desirable for or with respect to future compliance with the Undertaking.

SECTION 45: Book-Entry Only System.

The Certificates shall initially be registered so as to participate in a securities depository system (the *DTC System*) with the Depository Trust Company, New York, New York, or any successor entity thereto (*DTC*), as set forth herein. Each Stated Maturity of the Certificates shall be issued (following cancellation of the Initial Certificates described in Section 7) in the form of a single definitive Certificate. Upon issuance, the ownership of each such Certificate shall be registered in the name of Cede & Co., as the nominee of DTC, and all of the Outstanding Certificates shall be registered in the name of Cede & Co., as the nominee of DTC. The City and the Paying Agent/Registrar are authorized to execute, deliver, and take the actions set forth in such letters to or agreements with DTC as shall be necessary to effectuate the DTC System, including the Letter of Representations attached hereto as Exhibit B (the *Representation Letter*).

With respect to the Certificates registered in the name of Cede & Co., as nominee of DTC, the City and the Paying Agent/Registrar shall have no responsibility or obligation to any broker-dealer, bank, or other financial institution for which DTC holds the Certificates from time

to time as securities depository (a Depository Participant) or to any person on behalf of whom such a Depository Participant holds an interest in the Certificates (an *Indirect Participant*). Without limiting the immediately preceding sentence, the City and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co., or any Depository Participant with respect to any ownership interest in the Certificates, (ii) the delivery to any Depository Participant or any other person, other than a registered owner of the Certificates, as shown on the Security Register, of any notice with respect to the Certificates, including any notice of redemption, or (iii) the delivery to any Depository Participant or any Indirect Participant or any other Person, other than a Holder of a Certificate, of any amount with respect to principal of, premium, if any, or interest on the Certificates. While in the DTC System, no person other than Cede & Co., or any successor thereto, as nominee for DTC, shall receive a bond certificate evidencing the obligation of the City to make payments of principal, premium, if any, and interest pursuant to this Ordinance. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Ordinance with respect to interest checks or drafts being mailed to the Holder, the word "Cede & Co." in this Ordinance shall refer to such new nominee of DTC.

In the event that (a) the City determines that DTC is incapable of discharging its responsibilities described herein and in the Representation Letter, (b) the Representation Letter shall be terminated for any reason, or (c) DTC or the City determines that it is in the best interest of the beneficial owners of the Certificates that they be able to obtain certificated Certificates, the City shall notify the Paying Agent/Registrar, DTC, and the Depository Participants of the availability within a reasonable period of time through DTC of bond certificates, and the Certificates shall no longer be restricted to being registered in the name of Cede & Co., as nominee of DTC. At that time, the City may determine that the Certificates shall be registered in the name of and deposited with a successor depository operating a securities depository system, as may be acceptable to the City, or such depository's agent or designee, and if the City and the Paying Agent/Registrar do not select such alternate securities depository system then the Certificates may be registered in whatever name or names the Holders of Certificates transferring or exchanging the Certificates shall designate, in accordance with the provisions hereof.

Notwithstanding any other provision of this Ordinance to the contrary, so long as any Certificate is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of, premium, if any, and interest on such Certificate and all notices with respect to such Certificate shall be made and given, respectively, in the manner provided in the Representation Letter.

SECTION 46: Further Procedures. The officers and employees of the City are hereby authorized, empowered and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge and deliver in the name and under the corporate seal and on behalf of the City all such instruments, whether or not herein mentioned, as may be necessary or desirable in order to carry out the terms and provisions of this Ordinance, the initial sale and delivery of the Certificates, and the Paying Agent/Registrar Agreement. In addition, prior to the initial delivery of the Certificates, any Authorized Official and Bond Counsel are hereby authorized and directed to approve any technical changes or corrections to this Ordinance or to any of the instruments authorized and approved by this Ordinance and as described in the Official Statement necessary in order to (i) correct any ambiguity or mistake or properly or more completely

document the transactions contemplated and approved by this Ordinance, (ii) obtain a rating from any of the national bond rating agencies, or (iii) obtain the approval of the Certificates by the Texas Attorney General's office. In case any officer of the City whose signature shall appear on any certificate shall cease to be such officer before the delivery of such certificate, such signature shall nevertheless be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

SECTION 48: Contract with Financial Advisor. The City Council authorizes any Authorized Official, or their designees, to take all actions necessary to execute any necessary financial advisory contract with Estrada Hinojosa & Company, Inc., as the financial advisor to the City (the Financial Advisor). The City understands that under applicable federal securities laws and regulations that the City must have a contractual arrangement with its Financial Advisor relating to the sale, issuance, and delivery of the Certificates. In addition, the City Council also authorizes any Authorized Official, or their designee, to take all actions as necessary to execute any necessary engagement with Cantu Harden Montoya LLP, as Bond Counsel to the City.

SECTION 49: City's Consent to Provide Information and Documentation to the Texas MAC. The Municipal Advisory Council of Texas (the Texas MAC), a non-profit membership corporation organized exclusively for non-profit purposes described in section 501(c)(6) of the Internal Revenue Code and which serves as a comprehensive financial information repository regarding municipal debt issuers in Texas, requires provision of written documentation regarding the issuance of municipal debt by the issuers thereof. In support of the purpose of the Texas MAC and in compliance with applicable law, the City hereby consents to and authorizes any Authorized Official, Bond Counsel to the City, and/or Financial Advisor to the City to provide to the Texas MAC information and documentation requested by the Texas MAC relating to the Certificates; provided, however, that no such information and documentation shall be provided prior to the Closing Date. This consent and authorization relates only to information and documentation that is a part of the public record concerning the issuance of the Certificates.

SECTION 50: Effective Date. Pursuant to the provisions of Section 1201.028, as amended, Texas Government Code, this Ordinance shall be effective immediately upon adoption, notwithstanding any provision in the City's Home Rule Charter to the contrary concerning a multiple reading requirement for the adoption of ordinances.

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PASSED AND ADOPTED, this 17th day of June, 2025.

CITY OF EDINBURG, TEXAS

Mayor

ATTEST:

City Secretary

(CITY SEAL)

APPROVED AS TO LEGALITY

City Attorney

INDEX TO EXHIBITS

Exhibit A	Paying Agent/Registrar Agreement
Exhibit B	DTC Letter of Representations
Exhibit C	Description of Annual Financial Information
Exhibit D	General Policies and Procedures Concerning Compliance with the Rule

EXHIBIT A

PAYING AGENT/REGISTRAR AGREEMENT

See Tab No. __

EXHIBIT B

DTC LETTER OF REPRESENTATIONS

See Tab No. ____

EXHIBIT C

DESCRIPTION OF ANNUAL FINANCIAL INFORMATION

The following information is referred to in Section 44 of this Ordinance.

Annual Financial Statements and Operating Data

The financial information and operating data with respect to the City to be provided annually in accordance with such Section are as specified (and included in the Appendix or under the headings of the Official Statement referred to) below:

1. The information in the Official Statement under Tables 1 through 6 and 8 through 14 of Appendix A to the Official Statement.
2. The City's audited financial statements for the most recently concluded fiscal year or to the extent these audited financial statements are not available, the portions of the unaudited financial statements of the City attached to the Official Statement as Appendix B, but for the most recently concluded fiscal year.

Accounting Principles

The accounting principles referred to in such Section are generally accepted accounting principles for governmental units as prescribed by the Government Accounting Standards Board from time to time.

EXHIBIT D

General Policies and Procedures Concerning Compliance with the Rule

I. Capitalized terms used in this Exhibit have the meanings ascribed thereto in Section 44 of the Ordinance. *Certificates* refer to the Certificates that are the subject of the Ordinance to which this Exhibit is attached.

II. As a capital markets participant, the City is aware of its continuing disclosure requirements and obligations existing under the Rule prior to February 27, 2019, the effective date of the most recent amendment to the Rule (the *Effective Date*), and has implemented and maintained internal policies, processes, and procedures to ensure compliance therewith. Adherence to these internal policies, processes, and procedures has enabled underwriters in non-exempt negotiated sales and initial purchasers in non-exempt competitive sales to comply with their obligations arising under various MSRB rules and regulations concerning due diligence and findings of suitability, among other matters, regarding the City's compliance with the Rule.

III. The City is aware that the Rule was amended as of the Effective Date (the *Rule Amendment*) and has accommodated this amendment by adding subparagraphs (15) and (16) to Section 44C of the Ordinance, which provisions are a part of the Undertaking.

IV. The City is aware that "participating underwriters" (as such term is defined in the Rule) of the Certificates must make inquiry and reasonably believe that the City is likely to comply with the Undertaking and that the standards for determining compliance have increased over time as a result of, among others, the United States Securities and Exchange Commission's Municipalities Continuing Disclosure Cooperation Initiative and regulatory commentary relating to the effectiveness of the Rule Amendment.

V. The City now establishes the following general policies and procedures (the *Policies and Procedures*) for satisfying its obligations pursuant to the Undertaking, which policies and procedures have been developed based on the City's informal policies, procedures, and processes utilized prior to the Effective Date for compliance with the City's obligations under the Rule, the advice from and discussions with the City's internal senior staff (including staff charged with administering the City's financial affairs), its municipal or financial advisors, its legal counsel (including Bond Counsel), and its independent accountants, to the extent determined to be necessary or advisable (collectively, the *Compliance Team*):

1. the Director of Finance (the *Compliance Officer*) shall be responsible for satisfying the City's obligations pursuant to the Undertaking through adherence to these Policies and Procedures;
2. the Compliance Officer shall establish reminder or "tickler" systems to identify and timely report to the MSRB, in the format thereby prescribed from time to time, the City's information of the type described in Section 44B of the Ordinance;
3. the Compliance Officer shall promptly determine the occurrence of any of the events described in Section 44C of the Ordinance;

4. the Compliance Officer shall work with external consultants of the City, as and to the extent necessary, to timely prepare and file with the MSRB the annual information of the City and notice of the occurrence of any of the events referenced in Clauses 2 and 3 above, respectively, the foregoing being required to satisfy the terms of the Undertaking;
5. the Compliance Officer shall establish a system for identifying and monitoring any Financial Obligations, whether now existing or hereafter entered into by the City, and (upon identification) determining if such Financial Obligation has the potential to materially impact the security or source of repayment of the Certificates;
6. upon identification of any Financial Obligation meeting the materiality standard identified in Clause 5 above, the Compliance Officer shall establish a process for identifying and monitoring any City agreement to covenants, events of default, remedies, priority rights, or other similar terms under such Financial Obligation;
7. the Compliance Officer shall establish a process for identifying the occurrence of any default, event of acceleration, termination event, modification of terms, or other similar events under the terms of any Financial Obligation, the occurrence of any of which reflect financial difficulties of the City; and
8. the Compliance Officer shall annually review these Policies and Procedures with the remainder of the Compliance Team, make any modifications on an internal document retained by the Compliance Officer and available to any “participating underwriter” (as defined in the Rule), if requested, and on the basis of this annual review (to the extent determined to be necessary or desirable), seek additional training for herself or himself, as well as other members of the City’s internal staff identified by the Compliance Officer to assist with the City’s satisfaction of the terms and provisions of the Undertaking.



CITY OF EDINBURG - CITY COUNCIL

Meeting Date: June 17, 2025

RESOLUTIONS

Agenda Item No: 10.A.

Resolution: SAFER Grant

1. Agenda Item:

Consider Resolution Authorizing the City Manager to Submit a Grant Application to the Federal Emergency Management Agency (FEMA), U.S. Department of Homeland Security Under the Fiscal Year 2024 Staffing for Adequate Fire & Emergency Response (SAFER) Grant Program and Execute Grant Documents Related Thereto. [Omar Garza, Fire Chief]

2. Description:

On May 23, 2025, the U.S. Department of Homeland Security (DHS) and Federal Emergency Management Agency (FEMA) announced the solicitation of grant applications for its Fiscal Year 2024 Staffing for Adequate Fire & Emergency Response (SAFER) Grant Program. This program funds salary and associated benefits for full-time new, additional firefighters to meet industry minimum standards.

The Fire Department requests authorization to submit the grant application under the Hiring of Firefighters Activity Category to hire six full-time firefighters. The SAFER Grant Program will provide funding for three years with a match requirement of 25 percent for the first and second years of the grant; and a 65 percent match for the third year of the grant.

The City is applying for approximately \$1,027,545.78 for six new firefighter positions. The matching funds over the three-year funding period is approximately \$655,096.64. The total project cost is approximately \$1,682,642.42. The approximate match amount for Year One is \$135,241.28 (FY 2025-2026), Year Two is \$138,896.81 (FY 2026-2027), and Year Three is \$380,958.56 (FY 2027-2028), varying based on the award date. The matching funds will need to be appropriated through the Fire Department's Annual Operating Budget for each fiscal year that the grant is active. It is not required by the grant to retain the positions.

The deadline for the grant application is Thursday, July 3, 2025. If awarded, the estimated funds must be obligated during the period of performance of the award. The estimated period of performance will be from September 1, 2025 to August 1, 2028, varying based on award date.

If authorized to submit this grant application, the City will have an opportunity to maximize grant funding and alleviate budget expenditures for personnel costs for six firefighters for three years.

3. Staff's Recommendation:

Approve Resolution Authorizing the City Manager to Submit a Grant Application to the Federal Emergency Management Agency (FEMA), U.S. Department of Homeland Security Under the Fiscal Year 2024 Staffing for Adequate Fire & Emergency Response (SAFER) Grant Program and Execute Any Documents Related Thereto.

Reviewed by:

Omar Garza, Fire Chief

Prepared by:

Maricruz Tovar, Emergency
Management Planner

Attachments:

A. FY 2024 SAFER Resolution Updated 6.10.2025

RESOLUTION NO. ____

THE STATE OF TEXAS	§	AUTHORIZING THE CITY MANAGER TO SUBMIT A GRANT APPLICATION TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA), U.S. DEPARTMENT OF HOMELAND SECURITY UNDER THE FISCAL YEAR 2024 STAFFING FOR ADEQUATE FIRE AND EMERGENCY RESPONSE (SAFER) GRANT PROGRAM AND TO EXECUTE GRANT DOCUMENTS RELATED THERETO.
COUNTY OF HIDALGO	§	
CITY OF EDINBURG	§	

WHEREAS, the Federal Emergency Management Agency (FEMA) is soliciting grant applications to provide funding to increase the number of firefighters to help communities meet industry minimum standards, to attain 24-hour staffing to provide adequate protection from fire hazards and to fulfill traditional missions of fire departments; and

WHEREAS, the City of Edinburg will apply for six new firefighter positions; and

WHEREAS, the Edinburg City Council finds it is in the best interest of the citizens of the City of Edinburg to apply for the FEMA, U.S. Department of Homeland Security's Fiscal Year 2024 Staffing for Adequate Fire and Emergency Response (SAFER) Grant Program will provide funding for 3 years with a match requirement of 25 percent the first and second year of the grant; and a 65 percent match for the third year of the grant. It is not required by the grant to retain the positions; and

WHEREAS, the Edinburg City Council agrees that in the event of loss or misuse of the FEMA, U.S. Department of Homeland Security Fiscal Year 2024 Staffing for Adequate Fire and Emergency Response (SAFER) Grant funds, the City of Edinburg assures that the funds will be returned to FEMA in full; and

WHEREAS, the Edinburg City Council designates the City Manager as the authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

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

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

SECTION 2: The City Council of the City of Edinburg, Texas, authorizes the City Manager to submit the grant application for the Fiscal Year 2024 Staffing for Adequate Fire and Emergency Response (SAFER) Grant Program to the Federal Emergency Management Agency.

SECTION 3: SEVERABILITY. If any section, part or provision of this Resolution is declared unconstitutional or invalid, by a court of competent jurisdiction, then in that event, it is expressly provided and it is the intention of the City Council, in passing this Resolution, that its parts shall be severable, and all other parts of this Resolution shall not be affected thereby, and they shall remain in full force and effect.

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

READ, CONSIDERED, PASSED and APPROVED at a regular meeting of the City Council of the City of Edinburg, Texas, at which a quorum was present and which was held in accordance with Vernon's Texas Codes Ann., Government Code, Section 551.041, on the 17th day of June 2025.

CITY OF EDINBURG

By: _____
Ramiro Garza Jr., Mayor

ATTEST:

By: _____
Clarice Y. Balderas, City Secretary

APPROVE AS TO FORM:

By: _____
Josephine Ramirez-Solis
City Attorney



CITY OF EDINBURG - CITY COUNCIL

Meeting Date: June 17, 2025

RESOLUTIONS

Agenda Item No: 10.B.

Resolution: Levitt Foundation Music Series Grant

1. Agenda Item:

Consider Resolution Authorizing the City's Support of the Edinburg Arts Foundation for its Submission of a Grant Application to the Levitt Foundation, Under the Fiscal Year 2026-2028 Levitt Foundation Music Series Grant Program, and Authorize the City Manager to Execute Grant Documents Related Thereto. [Letty Leija, Director of Library & Cultural Arts]

2. Description:

The Levitt Foundation opened the application period for the Fiscal Year 2026-2028 Levitt Foundation Music Series Grant Program on May 1, 2025. The program is seeking applications from nonprofit organizations to activate underused public spaces, expand access to the arts, and strengthen community connections through creative placemaking. This includes bringing people of all ages and backgrounds together through free, outdoor concert series.

The Edinburg Arts Foundation intends to apply for funding to present three concert series, one series per fiscal year for FY 2026, FY 2027 and FY 2028. The Edinburg Arts Foundation approved submitting this grant application on Tuesday, June 10, 2025.

Each series will consist of 10 free, family-friendly outdoor concerts. The grant provides \$4,000 per concert, totaling \$40,000 per year, with a total award amount of \$120,000 over the grant term of three years. A 50 percent local match is required. While municipalities are not eligible applicants, municipalities can partner with eligible applicants. The matching funds in the yearly amount of \$40,000 will be required to be paid each year of the three-year funding period and will need to be appropriated through the Library and Cultural Arts Department's FY 2025-2026, FY 2026-2027, and FY 2027-2028 Operating Fund Budgets.

The deadline for the grant application is June 30, 2025. Finalists will be announced by Sept. 16, 2025. After finalists are announced, a public voting period will take place. The award notification is anticipated by November 18, 2025. The period of performance for each year is from April 1 – October 31.

If awarded, a Memorandum of Understanding between the Edinburg Arts Foundation and the City will need to be executed to memorialize the contributions and the partnership.

The grant will allow the City's Library and Cultural Arts Department to provide free concerts to the residents and community. This is a great opportunity for the City to maximize grant funding and alleviate budget expenditures.

3. Staff's Recommendation:

Approve Resolution authorizing the City's Support of the Edinburg Arts Foundation for their submission of a Grant Application to the Levitt Foundation, under the Fiscal Year 2026-2028 Levitt Foundation Music Series Grant Program, and execute grant documents relating thereto.

Reviewed by:
Nelda Ramirez, Assistant City Manager

Prepared by:
Leticia Leija, Director of
Library and Cultural Arts

Attachments:

A. FY 2026-2028 Levitt Music Grant Series Resolution Revised 6.10.2025

RESOLUTION NO. ____

THE STATE OF TEXAS	§	RESOLUTION AUTHORIZING THE CITY'S SUPPORT OF THE EDINBURG ARTS FOUNDATION FOR ITS SUBMISSION OF A GRANT APPLICATION TO THE LEVITT FOUNDATION, UNDER THE FISCAL YEAR 2026-2028 LEVITT FOUNDATION MUSIC SERIES GRANT PROGRAM, AND EXECUTE GRANT DOCUMENTS RELATING THERETO.
COUNTY OF HIDALGO	§	
CITY OF EDINBURG	§	

WHEREAS, the Edinburg City Council finds it is in the best interest of its residents to support Edinburg Arts Foundation for its submission of a Grant Application to the Levitt Foundation under the Fiscal Year 2026-2028 Levitt Foundation Music Series Grant Program; and

WHEREAS, the Levitt Foundation is seeking applications from nonprofit organizations to activate underused public spaces, expand access to the arts, and strengthen community connections through creative placemaking. This includes bringing people of all ages and backgrounds together through free, outdoor concert series; and

WHEREAS, this grant will allow Edinburg's Library & Cultural Arts Department through its Edinburg Arts Foundation to present three concert series, one series per fiscal year from 2026 through 2028. Each series will consist of 10 free, family-friendly outdoor concerts; and

WHEREAS, the grant provides \$4,000 per concert, totaling \$40,000 per year, with a total award amount of \$120,000 over the grant term of three years, with a yearly 50 percent local match requirement; and

WHEREAS, the City of Edinburg designates the City Manager as the City's authorized official, and the authorized official is given the power to apply for, accept, alter, terminate and execute any and all grant documents on the behalf of the City.

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

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

SECTION 2: The City Council of the City of Edinburg, Texas, supports Edinburg Arts Foundation for its submission of a Grant Application to the Levitt Foundation, under the Fiscal Year 2026-2028 Levitt Foundation Music Series Grant Program.

SECTION 3: SEVERABILITY. If any section, part or provision of this Resolution is declared unconstitutional or invalid, by a court of competent jurisdiction, then in that event, it is expressly provided and it is the intention of the City Council, in passing this Resolution, that its parts shall be severable, and all other parts of this Resolution shall not be affected thereby, and they shall remain in full force and effect.

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

READ, CONSIDERED, PASSED and APPROVED at a regular meeting of the City Council of the City of Edinburg, Texas, at which a quorum was present and which was held in accordance with Vernon's Texas Codes Ann., Government Code, Section 551.041, on the 17th day of June, 2025.

CITY OF EDINBURG

By: _____
Ramiro Garza Jr., Mayor

ATTEST:

By: _____
Clarice Y. Balderas, City Secretary

APPROVE AS TO FORM:

By: _____
Josephine R. Solis
City Attorney



CITY OF EDINBURG - CITY COUNCIL

Meeting Date: June 17, 2025
ECONOMIC DEVELOPMENT

Agenda Item No: 11.A.

Economic Development: Sponsorship-Texas Cook'em

1. Agenda Item:

Consider Approval of the Edinburg Economic Development Corporation Board of Directors Sponsorship of the 19th Annual Texas Cook'em High Steaks Event in the Amount of \$20,000.
[Raudel Garza, Edinburg EDC Executive Director]

2. Description:

The Edinburg Chamber of Commerce submitted a request for sponsorship in the amount of \$20,000 to the Edinburg Economic Development Corporation (EEDC) Board of Directors for the 19th Annual Texas Cook'em High Steaks event. The EEDC has previously sponsored the Texas Cook'em event.

The Edinburg Economic Development Corporation Board approved this sponsorship on June 09, 2025, by a vote of 5-0.

3. Staff's Recommendation:

Approve the Edinburg Economic Development Corporation Board of Directors Sponsorship of the 19th Annual Texas Cook'em High Steaks Event in the Amount of \$20,000.

Reviewed by:

Raudel Garza, Edinburg Economic Development Corporation Executive Director
Nelda Ramirez, Assistant City Manager

Prepared by:

Samantha Martinez,
Business Operations
Coordinator EEDC

Attachments:

A. 2025 Texas Cook'Em High Steaks Proposal



TEXAS COOK'EM

HIGH STEAKS IN EDINBURG

2025 BUSINESS
SPONSORSHIP

Presented by

Edinburg Chamber
of Commerce

Sanctioned By:



Dear Cook'Em Supporter,

The Edinburg Convention and Visitors Bureau and Edinburg Chamber of Commerce proudly presents the 19th Annual Texas Cook'Em: High Steaks in Edinburg. On July 4th, in Edinburg, competitors will battle it out on the grill to cook the best chicken, ribs, brisket, and rib-eye steak for money and a year's worth of bragging rights. Texas Cook'Em is one of Texas's biggest BBQ purse, awarding \$12,500 to the winners. Last year, Texas Cook'Em drew more than 70 cooking teams from across the state, and over 10,000 citizens attended this CBA and SCA State Championship event. Texas Cook'Em features live music, vendors, a children's FUN area, Boxing, Parachute Freedom Jump, FIREWORKS, and of course, delicious award-winning barbeque! Texas Cook'Em will also honor UTRGV veteran students each receiving a \$1,000 scholarship at the barbeque competition. The scholarships are part of the Texas Cook' Em High Steaks advocacy honoring local veterans through a partnership with H-E-B.

The Chamber respectfully requests your consideration in support of our upcoming Texas Cook'Em: High Steaks in Edinburg in order to continue creating wonderful family memories to the citizens of the RGV. Texas Cook'Em is a community event and a quality-of-life experience that will benefit the citizens of Edinburg and the Rio Grande Valley. We hope that you see the benefits in associating your company with this great community event. In return for your generous donation, the Chamber will gratefully acknowledge your business in publicity associated with the 19th Annual Texas Cook'Em throughout the duration of event promotion, and of course, during the day of the event.

We would like to thank you in advance for your cooperation. If you should require additional information or are interested in sponsorship opportunities, please feel free to contact me at (956) 383-4974.

Best Regards,

A handwritten signature in black ink, appearing to read "Ronnie Larralde".

Ronnie Larralde
Executive Director
Edinburg Chamber of Commerce

 **EVENT DATE:** FRIDAY, JULY 4, 2025
 **LOCATION:** EBONY HILLS GOLF COURSE



TEXAS COOK'EM

HIGH STEAKS Sponsorship \$20,000

- This is an exclusive category with first right of refusal for next year's festival
- Logo on Welcome Sign
- Opportunity for welcoming remarks before the headlining act
- Complimentary Team Entry
- Complimentary Vendor 20 x 20 Booth Space (if desired)
- Prominent placement of company banners (10) day of the event (provided by sponsor)
- Big Check Presentation plus mention in all press releases
- Logo placed on event poster, flyers, and shirts
- Print media Ad Recognition (local and regional)
- Radio and TV Recognition (local and regional)
- Recognition in Chamber E-Newsletter, Facebook Page, and website (with logo)
- (10) Event t-shirts
- 2 Tables (10) at Concert Pit with VIP amenities
- MC Acknowledgement as Title Sponsor

FIREWORK Sponsorship \$10,000 (Limited to one Business)

- This is an exclusive category with first right of refusal for next year's festival
- Business name will be recognized as the official sponsor of the firework show
- Complimentary Team Entry
- Placement of company banner day of the event (5 x 8 provided by sponsor)
- Check Presentation plus mention in all press releases
- Print media Ad Recognition (local and regional)
- Radio Recognition (regional)
- Company Logo placed on event poster or flyers
- Recognition in Chamber E-Newsletter, Face book Page, and website (with logo)
- (10) Event t-shirts
- 1 Table (10) at Concert Pit with VIP amenities
- MC Acknowledgement day of event

CARSHOW Sponsorship \$10,000 (Limited to one Business)

- This is an exclusive category with first right of refusal for next year's festival
- Business name will be recognized as the official sponsor of the Car show
- Complimentary Team Entry
- Placement of company banner day of the event (5 x 8 provided by sponsor)
- Check Presentation plus mention in all press releases
- Print media Ad Recognition (local and regional)
- Radio Recognition (regional)
- Company Logo placed on event poster or flyers
- Recognition in Chamber E-Newsletter, Face book Page, and website (with logo)
- (10) Event t-shirts
- 1 Table (10) at Concert Pit with VIP amenities
- MC Acknowledgement day of event

KID'S ZONE Sponsorship \$10,000 (Limited to one Business)

- This is an exclusive category with first right of refusal for next year's festival
- Business name will be recognized as the official sponsor of the Kid's Zone show
- Complimentary Team Entry
- Placement of company banner day of the event (5 x 8 provided by sponsor)
- Check Presentation plus mention in all press releases
- Print media Ad Recognition (local and regional)
- Radio Recognition (regional)
- Company Logo placed on event poster or flyers
- Recognition in Chamber E-Newsletter, Facebook Page, and website (with logo)
- (10) Event t-shirts
- 1 Table (10) at Concert Pit with VIP amenities
- MC Acknowledgement day of event

FREEDOM JUMP Sponsorship \$10,000 (Limited to one Business)

- This is an exclusive category with first right of refusal for next year's festival
- Business name will be recognized as the official sponsor of the Kid's Zone show
- Complimentary Team Entry
- Placement of company banner day of the event (5 x 8 provided by sponsor)
- Check Presentation plus mention in all press releases
- Print media Ad Recognition (local and regional)
- Radio Recognition (regional)
- Company Logo placed on event poster or flyers
- Recognition in Chamber E-Newsletter, Face book Page, and website (with logo)
- (10) Event t-shirts
- 1 Table (10) at Concert Pit with VIP amenities
- MC Acknowledgement day of event

SMOKIN' Sponsorship (\$5,000 Minimum)

- Complimentary Vendor Booth Space or Complimentary Team Entry
- Placement of company banner day of the event (provided by sponsor 3 x 5)
- Check Presentation plus mention in all press releases
- Print Media Ad recognition (local and regional)
- Company Logo placed on event poster or flyers
- Recognition in Chamber E-Newsletter, Face book Page, and website (with logo)
- (8) Event t-shirts
- (8) tickets at Concert Pit with VIP amenities
- MC Acknowledgement day of event

SEASONED Sponsorship (\$3,000 Minimum)

- Complimentary Vendor Booth Space
- Placement of company banner day of event (provided by sponsor 2 x 3)
- Company name mentioned in all press releases
- Company name placed on event poster or flyers
- Recognition in Chamber E-Newsletter, Face book Page, and website (with logo)
- tickets at Concert Pit with VIP amenities
- (4) Event t-shirts
- (4) tickets at Concert Pit with VIP amenities
- MC Acknowledgement day of event

LIGHTER STARTER Sponsorship (\$1,000 Minimum)

- Mention in Press Releases
- Recognition in Chamber E-Newsletter following the event
- (2) Event t-shirts
- (2) tickets at Concert Pit with VIP amenities
- MC Acknowledgement day of event





As a partner at the **2025 Texas Cook'Em: High Steaks in Edinburg**, you have an array of opportunities to choose from guaranteeing full recognition for your company. Your partnership creates a unique platform while enhancing corporate identification in this region.

Company Name: _____
Address _____
City _____ State _____ Zip _____
Phone _____ Fax _____
Submitted by _____ Email _____

The company above will provide the following:

A. Monetary

- | | |
|---|--|
| ☐ \$ 20,000 HIGH STEAKS Sponsor | ☐ \$ 10,000 FREEDOM JUMP Sponsor |
| ☐ \$ 10,000 FIREWORK Sponsor | ☐ \$ 5,000 SMOKIN' Sponsor |
| ☐ \$ 10,000 CARSHOW Sponsor | ☐ \$ 3,000 SEASONED Sponsor |
| ☐ \$ 10,000 KID'S ZONE Sponsor | ☐ \$ 1,000 LIGHTER STARTER Sponsor |

This agreement, signed by an authorized representative of the company, must be received by the Edinburg Chamber of Commerce no later than Friday, May 30, 2025 and will constitute a binding contract for the sponsorship amount indicated. Full payment is due to the Edinburg Chamber of Commerce office by Friday, June 13, 2025. This agreement will become effective upon acceptance by the Edinburg Chamber of Commerce.

Signed and dated this ____ day of _____, 2025. Sponsorship Amount \$ _____

Print Name

Signature of Authorized Company Representative

Thank you for your generous support!

Please return this form to: Events Coordinator



Email: events@edinburg.com

Email Marketing Materials: Marketing Director



Email: nayeli@edinburg.com



Edinburg Chamber of Commerce



Phone: 956-383-4974

Chamber Use Only

Received by:

Date:



CITY OF EDINBURG - CITY COUNCIL

Meeting Date: June 17, 2025

BUDGET

Agenda Item No: 12.A.

Budget: Transfers of Funds

1. Agenda Item:

Consider Approving the Fiscal Year 2024-2025 Budget Transfers for the General Fund and Solid Waste Management Fund. [Ascencion Alonzo, Director of Finance]

2. Description:

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

Municipal Court

1. General Fund: FROM Professional Services TO Office Hardware and Related Software-IT, in the Amount of \$4,300. [Maribel Velazquez, Court Administrator]

Building Maintenance

1. General Fund: FROM Janitorial TO Wearing Apparel; Building; and Motor Vehicle Maintenance, in the Amount of \$14,500. [Tomas D. Reyna, Assistant City Manager]

Solid Waste Management

1. Solid Waste Management Fund: FROM Other TO Air Conditioning Units, in the Amount of 18,295. [Ramiro Gomez, Director of Solid Waste Management]
2. Solid Waste Management Fund: FROM Printing TO Office Supplies, in the Amount of \$1,800. [Ramiro Gomez, Director of Solid Waste Management]

3. Staff's Recommendation:

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

Reviewed by:

Nelda Ramirez, Assistant City Manager

Prepared by:

Ascencion Alonzo, Director
of Finance

Attachments:

- A. Budget Transfer Request Forms

CITY OF EDINBURG
TRANSFER OF FUNDS REQUEST FORM
FUND NAME General
DEPARTMENT Municipal Court

TRANSFER FROM:

ACCOUNT TITLE					ACCOUNT NUMBER												AMOUNT			
					1	0	0	-	0	7	0	0	-	5	1	1	2	0	0	4,300
	PROFESSIONAL SERVICES							-					-							
								-					-							
								-					-							
								-					-							
								-					-							
								-					-							
								-					-							
								-					-							
								-					-							
													Total				4,300			

TRANSFER TO:

ACCOUNT TITLE				ACCOUNT NUMBER												AMOUNT		
	OFFICE HARDWARE AND RELATED	1	0	0	-	0	7	0	0	-	5	2	2	3	0	8	2,060	
					-					-							2,240	
					-					-								
					-					-								
					-					-								
					-					-								
					-					-								
					-					-								
					-					-								
										Total							4,300	

EXPLANATION: Purchased laptops and monitor for the associate judges (V. Flores and K. Perez).

ALL TRANSFERS BETWEEN DIFFERENT CATEGORIES WILL REQUIRE CITY COUNCIL APPROVAL.

REQUIRES CITY COUNCIL APPROVAL

YES

☒

No

☐

ROUTE AS NUMBERED

REQUESTED BY:

DATE:

1. [Signature]
Department Head

5/16/25

APPROVED BY:

3. [Signature]
City Manager

5/20/25

REVIEWED BY:

2. [Signature]
Director of Finance

05/29/2025

DATE ENTERED:

 / /

(White Copy- Finance Department/Pink Copy- Department's Copy)

CITY OF EDINBURG
BUDGET TRANSFER REQUEST FORM
FUND NAME General
DEPARTMENT Building Maintenance Dept.

TRANSFER FROM:

ACCOUNT NAME				ACCOUNT NUMBER												AMOUNT				
				Fund			-	Dept			-	*Category								
1	Janitorial			1	0	0	-	4	0	0	4	-	5	2	2	3	0	6	\$	14,500
2							-					-								
3							-					-								
4							-					-								
												Total						\$	14,500	

TRANSFER TO:

ACCOUNT NAME				ACCOUNT NUMBER												AMOUNT				
				Fund		-	Dept			-	*Category									
1	Wearing Apparel			1	0	0	-	4	0	0	4	-	5	2	2	3	0	0	\$	4,000
2	Building			1	0	0	-	4	0	0	4	-	5	2	2	3	1	2		8,000
3	Motor Vehicle Maintenance			1	0	0	-	4	0	0	4	-	5	1	3	3	0	0		2,500
												Total							\$	14,500

See Attached Worksheet. Transactions are necessary to complete the rest of the 24/25 FY.

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

ALL BUDGET TRANSFERS WILL REQUIRE CITY COUNCIL APPROVAL.

ROUTE AS NUMBERED

REQUESTED BY: DATE: 5/15/25
 1.
 2. 5/15/25
 Department Head & Assistant City Manager
 ROUTE TO FINANCE DEPARTMENT

REVIEWED BY: DATE: 05/29/2025
 3.
 Director of Finance
 ROUTE TO CITY MANAGER'S OFFICE

APPROVED BY: DATE: 5/30/29
 4.
 City Manager
 ROUTE BACK TO FINANCE DEPARTMENT
 ATTENTION: SANDRA DEE AGUIRRE

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

CITY OF EDINBURG
BUDGET TRANSFER REQUEST FORM
FUND NAME SOLID WASTE MANAGEMENT
DEPARTMENT SOLID WASTE MANAGEMENT

TRANSFER FROM:

ACCOUNT NAME		ACCOUNT NUMBER															AMOUNT
		Fund	-	Dept	-	*Category											
1	OTHER	2	1	0	-	6	5	0	0	-	5	2	3	3	9	0	18295.00
2					-					-							
3					-					-							
4					-					-							
5					-					-							
6					-					-							
7					-					-							
Total																	18295.00

TRANSFER TO:

ACCOUNT NAME		ACCOUNT NUMBER															AMOUNT
		Fund	-	Dept	-	*Category											
1	AIR CONDITIONING UNITS	2	1	0	-	6	5	0	0	-	5	1	3	3	1	0	18295.00
2					-					-							
3					-					-							
4					-					-							
5					-					-							
6					-					-							
7					-					-							
Total																	18295.00

EXPLANATION: Transfer of funds necessary to cover the unanticipated replacement of the indoor and outdoor air conditioning units for building C in 8601 N Jasman Rd and the repair to the AAON unit condenser fan.

*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: 5/27/25
 1. [Signature] 5/27/25
 2. [Signature] 5/27/25
 Department Head & Assistant City Manager
 ROUTE TO FINANCE DEPARTMENT

REVIEWED BY: [Signature] DATE: 05/29/2025
 3. [Signature]
 Director of Finance
 ROUTE TO CITY MANAGER'S OFFICE

APPROVED BY: [Signature] DATE: 5/27/25
 City Manager
 ROUTE BACK TO FINANCE DEPARTMENT
 ATTENTION: GABRIEL MORENO

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

CITY OF EDINBURG

BUDGET TRANSFER REQUEST FORM

FUND NAME SOLID WASTE MANAGEMENT
 DEPARTMENT SOLID WASTE MANAGEMENT

TRANSFER FROM:

ACCOUNT NAME		ACCOUNT NUMBER															AMOUNT
		Fund			-	Dept				-	*Category						
1	PRINTING	2	1	0	-	6	5	0	0	-	5	1	2	2	3	0	1800.00
2					-					-							
3					-					-							
4					-					-							
5					-					-							
6					-					-							
7					-					-							
Total																	1800.00

TRANSFER TO:

ACCOUNT NAME		ACCOUNT NUMBER															AMOUNT
		Fund			-	Dept				-	*Category						
1	OFFICE SUPPLIES	2	1	0	-	6	5	0	0	-	5	2	1	3	0	0	1800.00
2					-					-							
3					-					-							
4					-					-							
5					-					-							
6					-					-							
7					-					-							
Total																	1800.00

EXPLANATION: Transfer of funds necessary to cover our monthly office supplies inventory and copy paper purchases.

*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: 5/27/25
 1. [Signature] 5/29/25
 2. [Signature]
 Department Head & Assistant City Manager
 ROUTE TO FINANCE DEPARTMENT

REVIEWED BY: [Signature] DATE: 05/29/2025
 3. [Signature]
 Director of Finance
 ROUTE TO CITY MANAGER'S OFFICE

APPROVED BY: [Signature] DATE: 5/30/25
 4. [Signature]
 City Manager
 ROUTE BACK TO FINANCE DEPARTMENT
 ATTENTION: GABRIEL MORENO

For Finance Dept Use Only

CITY COUNCIL DATE TO PRESENT: ___/___/___ Initials
 DATE ENTERED TO INCODE: ___/___/___ Initials



CITY OF EDINBURG - CITY COUNCIL

Meeting Date: June 17, 2025

APPOINTMENTS

Agenda Item No: 13.A.

Appointments: Advisory Boards and Committees

1. **Agenda Item:**

Consider Appointments to the Following City Advisory Boards, Councils, Commissions and Committees: Civil Service Commission, One Member; Edinburg Economic Development Corporation Board of Directors, Four Members; Public Library Board, Two Members; Recreation and Parks Board, Two Members. [Clarice Y. Balderas, City Secretary]

2. **Description:**

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

Civil Service Commission (1 Member) - Function: Provide classification for Civil Service police officers. They establish these classifications by ordinance and prescribe number of positions in each classification as specified under the Municipal Civil Service Act.

Present Member(s): Sergio Luis Salinas

Applicants: Sergio Luis Salinas; Alejandro Rosales

Edinburg Economic Development Corporation Board of Directors (4 Members) - Function: To promote and develop commercial, industrial, and manufacturing enterprise to promote and encourage employment.

Present Member(s): Private Sector: Aaron Rivera, Richard Gonzales; Small Business: Raul Resendez; Public Service: Sandra Y. Alaniz

Public Library Board (2 Members) - **Function:** The Edinburg Public Library Advisory Board acts as a liaison between the community and City Council to promote and support library services and programs. Board members also assist the Library Director in developing policies, promoting the library and planning the future of the library.

Present Member(s): Two Vacancies

Applicants: Crystal Rae Solis, Denisse Molina, Alejandro Rosales

Recreation and Parks Board (2 Members) - Function: Exercise general supervision over the maintenance and equipment of parks, playgrounds, athletic fields, swimming pools and recreation centers and buildings and facilities thereon.

Present Member(s): Ron Jackson, Vacancy

Applicants: Ron Jackson, Ruben Ramirez, Jr., Alejandro Rosales

CHAPTER 32: BOARDS, COUNCILS, COMMISSIONS AND COMMITTEES

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

Unless otherwise provided for, all members of boards, councils, commissions, and committees

appointed by the Mayor and/or City Council pursuant to provisions of the charter and ordinances and resolutions of the city shall be residents of the city or nonresident tax-paying property owners of the city but residing within the extraterritorial jurisdiction of the city.

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

Sec. 32.02 – Appointment of members; filling vacancy.

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

Unless otherwise provided by federal law, state law, the city charter, or city ordinance, and except for the Edinburg Economic Development Corporation and Civil Service Commission, all appointments to boards, councils, commissions, and committees shall serve two-year terms with no limits on the number of terms they may serve. Board members whose two-year term has ended may continue to serve until a replacement has been appointed.

Any vacancy, for whatever reason, of membership of any board, council, commission, or committee shall be filled by the Mayor and/or City Council in the same manner as the original appointment. Unless otherwise provided for, rather than serve out only the unexpired term of the vacant position, all appointees to fill vacancies shall begin a new, full term upon appointment. Board Members are required to attend not less than 3/4 of the meetings scheduled; a vacancy is created if a member is absent three consecutive meetings, unless specifically excused at the following meeting for purposes authorized by Resolution.

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

3. Staff's Recommendation:

Approve Appointments to the Following City Advisory Boards, Councils, Commissions and Committees: Civil Service Commission, One Member; Edinburg Economic Development Corporation Board of Directors, Four Members; Public Library Board, Two Members; Recreation and Parks Board, Two Members.

Reviewed by:

Clarice Balderas, City Secretary

Prepared by:

Yamilet Galvez,
Administrative Specialist

Attachments:

None



CITY OF EDINBURG - CITY COUNCIL

Meeting Date: June 17, 2025

CONSENT AGENDA

Agenda Item No: 14.A.

Consent Agenda: Water Line Access Agreement with NAWSC

1. Agenda Item:

Consider Authorizing the City Manager to Enter Into a Waterline Access Agreement with North Alamo Water Supply Corporation to Provide Fire Protection Services for Canton Hills Subdivision.
[Gerardo Carmona Jr, P.E., Director of Utilities]

2. Description:

This agreement will involve the installation of fire hydrants and appurtenances to provide fire protection services for Canton Hills Subdivision. The property owner/developer will be responsible for the material and installation costs, and the City will incur maintenance costs.

Canton Hills Subdivision is within North Alamo Water Supply Corporation Water Certificate of Convenience and Necessity (CCN) and is located inside the city limits.

3. Staff's Recommendation:

Approve Authorizing the City Manager to Enter Into a Waterline Access Agreement with North Alamo Water Supply Corporation to provide fire protection services for Canton Hills Subdivision.

Reviewed by:

Gerardo Carmona, Director of Utilities
Tomas Reyna, Assistant City Manager

Approved - 6/11/2025

Final Approval - 6/12/2025

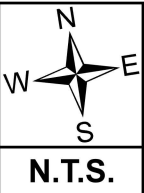
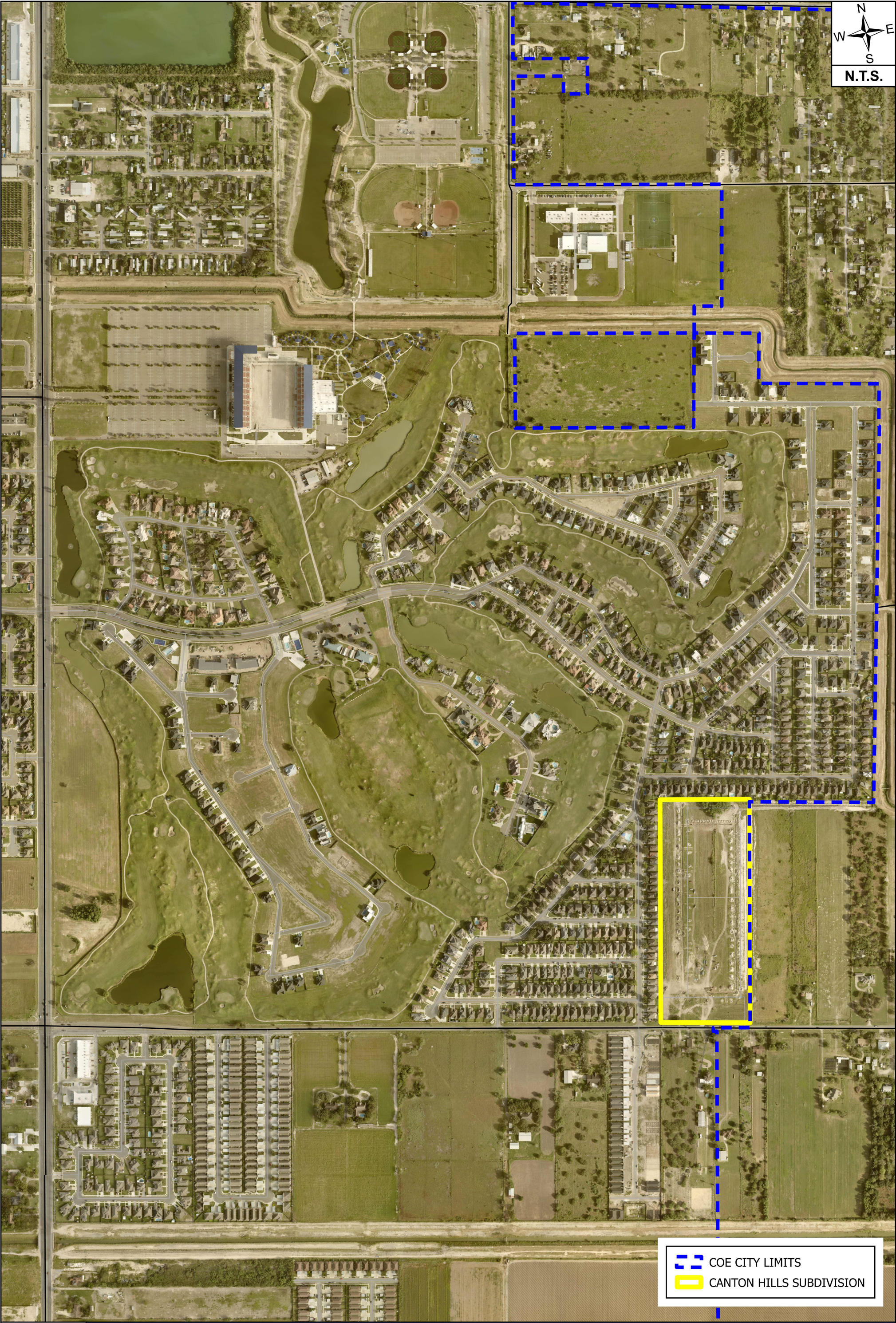
Prepared by:

Mirelda Garza Ramirez,
Administrative Specialist

Attachments:

A. Agreement - Canton Hills Subdivision

LOCATION MAP



 COE CITY LIMITS

 CANTON HILLS SUBDIVISION



CANTON HILLS SUBDIVISION

MAP DISCLAIMER: This product is for informational purposes and may not have been prepared for, or suitable for legal, engineering, or surveying purposes. Users of this information should review or consult the primary data and information sources to ascertain the usability of the information. The user of this information agrees to these terms by using the data provided. City of Edinburg and the software developers assume no legal responsibility for the information.

AGREEMENT

Richard W. Fryer,
J.D., P.E., LEED AP

FRYER & HANSEN, PLLC

Law Firm
1352 W. Pecan Blvd.
McAllen, Texas 78501

Telephone 956-686-6606
Telefax 956-686-6601
email@FryerandHansen.com

May 20, 2025

Myra L. Ayala, City Manager
City of Edinburg
415 W. University Drive
Edinburg, Texas 78541

Via U.S Postal Service

RE: *Waterline Access Agreement - North Alamo Water Supply Corporation, City of Edinburg, A.I.M.Z. Development, LLC - Canton Hills Subdivision*

Dear Ms. Ayala:

Enclosed please find four (4) amended original **Waterline Access Agreements** ("**Agreement**") for the Canton Hills Subdivision for signature on behalf of the City of Edinburg ("**City**") along with the signed Form 1295 signed by North Alamo Water Supply Corporation. Please review the Agreement documents, cause them to be executed on behalf of the City in the areas indicated, and provide a City Commissioners' Resolution and/or certified Minutes approving the Agreement.

Once the documents have been signed on behalf of the City, please return the documents (signed Agreements and Resolution and/or Minutes reflecting City's approval of the Agreement) back to this office in the self-addressed envelope provided herein for your convenience.

When the documents have been signed on behalf of the City and returned to this office along with the City's Resolution and/or certified Minutes, we will review the documents and then forward them to North Alamo Water Supply Corporation for further execution. After the documents have been fully-signed by all parties, we will distribute a fully-executed document to each party.

Thank you for your attention to this matter. If you should have any questions, please do not hesitate to call.

Sincerely,

/S/ Richard W. Fryer
Richard W. Fryer

RWF/kb
Enclosures



CERTIFICATE OF INTERESTED PARTIES**FORM 1295**

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY
CERTIFICATION OF FILING**

Certificate Number:
2025-1312367

Date Filed:
05/20/2025

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

North Alamo Water Supply Corporation
Edinburg, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Edinburg, Texas

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

NAWSCWAA117
Waterline Access Agreement -Canton Hills Subdivision

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	A.I.M.Z. Development, LLC	McAllen, TX United States		X

5 Check only if there is NO Interested Party. ☐

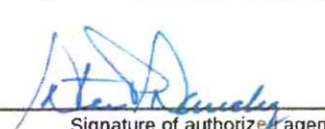
6 UNSWORN DECLARATION

My name is Steven P. Sanchez, General Manager and my date of birth is 12/11/1956

My address is 420 South Doolittle Road Edinburg TX 78542 USA
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Hidalgo County, State of Texas, on the 20 day of May, 20 25.
(month) (year)


Signature of authorized agent of contracting business entity
(Declarant)

STATE OF TEXAS

COUNTY OF HIDALGO

§
§
§
§
§

BETWEEN:

NORTH ALAMO WATER SUPPLY
CORPORATION AND CITY OF
EDINBURG

**WATERLINE ACCESS AGREEMENT
(with City)**

WHEREAS, North Alamo Water Supply Corporation ("NAWSC") has a water distribution system which was designed for potable water distribution to rural communities; and

WHEREAS, such system was not designated specifically with the intent of providing water for fire protection purposes; and

WHEREAS, the City of Edinburg ("City") through its own forces or through the forces of those subject to a contract to provide services, may provide fire protection services to its citizens, some of which fall within the area of the Certificate of Convenience and Necessity granted to NAWSC; and

WHEREAS, City, a governmental entity of the State of Texas, may provide fire protection services to its constituents; and

WHEREAS, Section 67.0105 of the Texas Water Code authorizes water supply corporations to contract with governmental entities like the City to supply water for use in fire suppression, and further provides that the act of supplying such water by water supply corporations such as NAWSC, is an essential governmental function. It also provides that the contract for supplying such water must be to the mutual benefit to the contracting parties; and

WHEREAS, pursuant to Section 67.0105, a corporation that provides a governmental entity with a water supply or equipment to carry out the governmental function as described herein may be liable for damages resulting therefrom only to the extent that the governmental entity would be liable if the governmental entity were performing the governmental function directly; and

WHEREAS, NAWSC and City are mindful of the benefits that can be received by the citizens of the City and the members of NAWSC with the availability of water for use in controlling fires and thereby for the protection of life and property; and

WHEREAS, A.I.M.Z Development, LLC ("Owner") is constructing a subdivision on the property described in **Exhibit "A"**, Canton Hills Subdivision (the "**Subdivision**") and the City requires fire protection for the Subdivision as part of the Subdivision process.

THEREFORE, in exchange for the recitals herein made, the consideration exchanged

and the goodwill generated, NAWSC and City agree as follows:

1. This agreement pertains only to those areas in the Subdivision which also are within the boundaries of the Certificate of Convenience and Necessity granted to NAWSC in HIDALGO County, Texas and only **with respect to those areas specifically listed in Exhibit "A"**. No other parts of NAWSC lines shall be affected by this agreement unless specifically set forth in writing by the parties and adopted by official acts of their respective governing bodies.
2. City shall have access to NAWSC lines with no less than six inches (6") in diameter for the purpose of operating and maintaining a fire hydrant system in accordance with industry standards and all federal, state and local codes and as shown in **Exhibit "B" ("Fire Hydrants")**. Such Fire Hydrants to be used solely for the governmental purpose of fire-fighting filling stations. No other use of water shall be made under this agreement. City shall determine if the pressure and volume available on such lines are suitable and sufficient. NAWSC shall gratuitously furnish to City's designated engineer, such waterline modeling information as it may have to the extent such information affects the lines and hydrants shown in Exhibit "A"; such information does not constitute any representation or warranty of any condition and is subject to all limitations, disclaimers, etc. found in this agreement.
3. Except as otherwise provided in this paragraph, all City fire hydrants on NAWSC waterlines or any part of NAWSC's system, shall be used for the governmental purposes of fire-fighting filling stations and shall be painted black with a white bonnet (cap) so as to be designated that they may be available for that limited use in a fire emergency and shall be operated by City such that a positive pressure of no less than 30 p.s.i. is maintained in NAWSC's water line at the point of connection between the water line and the fire hydrant. Should City perform annual testing of each hydrants subject to this agreement so as to determine the color coding attributable to each hydrant under City's fire hydrant coding scheme, City may paint the tested hydrants the appropriate color under that color coding scheme for a period of one (1) year following the test, after which a new test must be done or the hydrant shall be painted black with a white bonnet (cap) until the appropriate test is done. Should a tested and color coded hydrant's condition change after being tested and its condition be such that a different color code is appropriate, City will immediately repaint the hydrant accordingly or should a year expire without a hydrant being re-tested, City will immediately paint it black with a white bonnet (cap) and if City fails to so test and paint City's fire hydrants, NAWSC may (but is not required to) do so at City's expense, such expense to be paid by City to NAWSC upon demand. By allowing a hydrant subject to this agreement to be painted any color other than black with a white bonnet (cap), NAWSC is not representing or warranting that the hydrant is available and suitable for use in a fire emergency.
4. The Fire Hydrants will be constructed by Owner and owned and maintained by City as set out in Exhibit "B." If concrete is used for additional stability, the hydrant weep holes should not be covered.

5. All water used from NAWSC system will be reported monthly to NAWSC by City. This report will state the estimated amount of water used, the date of use, the location of use and any problems encountered with the Fire Hydrants. Forms will be provided by City.
6. There may be an annual charge by NAWSC for water used in fire protection. Such charge will be established annually by the Board of Directors. However, in no case will water be used for any domestic use, equipment wash-downs or construction purposes or any other purpose other than the actual use in controlling fires and maintaining the Fire Hydrants.
7. Because NAWSC is a rural system that cannot patrol all locations daily, a problem may arise as to the abuse of Fire Hydrants by the taking of water for uses other than fire protection. If this becomes a problem, NAWSC reserves the right to install security devices on all hydrants at the cost of City. Sufficient special wrenches, or keys, will be provided to NAWSC by City at no cost to NAWSC. Should City fail to install the required security devices, NAWSC may install such devices as it deems appropriate at a cost to the City.
8. All Fire Hydrants maintenance, inspection and flushing will be done by City personnel, or those under contract to City, for which City will retain responsibility. A schedule will be set up by City to perform flushing no less frequently than once every six (6) months; maintenance, inspection and testing according to National Fire Protection Association 291 shall be performed by City no less frequently than every twelve (12) months. Such schedule shall be provided to NAWSC in writing no later than thirty (30) days prior to any date shown on the schedule. City will maintain the Fire Hydrants such that they may be used as a temporary water sales point and as a flush valve by NAWSC and if City fails to so maintain the Fire Hydrants, NAWSC may (but is not required to) do so at City's expense, such expense to be paid by City to NAWSC upon demand. NAWSC may use the Fire Hydrants as temporary water sales point and as flush valves in order to assure the sanitary conditions of the potable water. In order to assure the integrity of its system and to maintain the sanitary conditions of the potable water, NAWSC personnel will be present at the times of Fire Hydrants maintenance, inspection and flushing and no such activity will occur without such presence. All Fire Hydrants maintenance, inspection and flushing will be done at City's expense. NAWSC may require such maintenance, inspection, and/or flushing to be made at any time, and after notice of such is given to City, such will be conducted as soon as reasonably possible.
9. All installation and replacement of Fire Hydrants and appurtenances will be performed by those personnel approved by NAWSC and under City's authority and responsibility, but only under NAWSC's inspection for defects in construction that may affect water quality. No installation or replacement of Fire Hydrants and appurtenances may occur without the presence of NAWSC personnel. All expenses involved in the installation and replacement of Fire Hydrants and appurtenances will be borne by City, including a reasonable fee for the presence and administration of NAWSC's personnel.

10. CITY ACKNOWLEDGES AND AGREES THAT NAWSC, BY ALLOWING ACCESS TO ITS SYSTEM, ASSUMES A DUTY TO NOT INJURE A PERSON EMPLOYED BY OR OTHERWISE AUTHORIZED BY CITY TO USE, ACCESS, OR IN ANY WAY BENEFIT FROM THE FIRE HYDRANTS, THE WATER THEREIN OR ANY APPURTENANCES THERETO (THE "USER") BY WILLFUL OR WANTON CONDUCT OR BY GROSS NEGLIGENCE, AND THAT NAWSC ASSUMES NO OTHER DUTY OR STANDARD OF CARE. CITY UNDERSTANDS THAT THE STANDARD OF CARE ASSUMED UNDER THIS AGREEMENT DOES NOT REQUIRE NAWSC TO WARN THE USER OF AN UNSAFE CONDITION OR TO MAKE AN UNSAFE CONDITION SAFE SHOULD NAWSC BECOME AWARE, EITHER ACTUALLY OR CONSTRUCTIVELY, OF A CONDITION WHICH RESULTS IN AN UNREASONABLE RISK TO THE USER. FURTHER, CITY UNDERSTANDS THAT NAWSC MAY CHANGE THE CONDITION OF ITS SYSTEM IN A MANNER THAT MIGHT RENDER THE SYSTEM UNSAFE FOR A USER WITHOUT INCURRING LIABILITY FOR SUBSEQUENT INJURY TO USER BY THE NEW DANGER. CITY AGREES TO USE THE WATER AND SYSTEM AT ITS OWN RISK AND AS IT IS FOUND. NAWSC, WITHOUT ACCEPTING ANY DUTY, GRATUITOUSLY WILL ENDEAVOR TO NOTIFY CITY OF ANY CONDITION THAT MIGHT RENDER THE SYSTEM UNSAFE FOR USE BY CITY SHOULD ITS MANAGER BECOME CONSCIOUSLY AWARE OF SUCH A CONDITION. NAWSC HEREBY SPECIFICALLY DISCLAIMS ANY WARRANTY, GUARANTY, OR REPRESENTATION, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, OR CONCERNING (A) THE NATURE AND CONDITION OF THE SYSTEM INCLUDING, WITHOUT LIMITATION, THE PIPELINES, HYDRANTS, FLUSH VALVES, APPURTENANCES, WATER AND REAL PROPERTY, THE SUITABILITY THEREOF FOR ANY AND ALL ACTIVITIES AND USES WHICH CITY MAY ELECT TO CONDUCT OR THE EXISTENCE OF ANY HAZARD OR CONDITION; (B) THE NATURE AND EXTENT OF ANY RIGHT-OF-WAY, LEASE, POSSESSION, LICENSE, RESERVATION, CONDITION OR OTHERWISE; AND (C) THE COMPLIANCE OF THE SYSTEM OR ITS OPERATION WITH ANY LAWS, ORDINANCES OR REGULATIONS OF ANY GOVERNMENTAL ENTITY OR BODY. CITY ACKNOWLEDGES BY USE OF THE SYSTEM THAT IT HAS AND WILL INSPECT THE SYSTEM AND CITY WILL RELY SOLELY ON ITS OWN INVESTIGATION OF THE SYSTEM AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY OR ON BEHALF OF NAWSC. CITY FURTHER ACKNOWLEDGES THAT THE INFORMATION PROVIDED AND TO BE PROVIDED WITH RESPECT TO THE SYSTEM WAS OBTAINED WITHOUT CONSIDERATION BEING GIVEN AND NAWSC (1) HAS NOT MADE ANY INVESTIGATION OR VERIFICATION OF SUCH INFORMATION; (2) DOES NOT MAKE ANY REPRESENTATION AS TO THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION. ACCESS TO THE SYSTEM IS ALLOWED ON AN "AS IS", "WHERE IS", AND "WITH ALL FAULTS" BASIS, AND CITY EXPRESSLY ACKNOWLEDGES THAT, IN CONSIDERATION OF THIS ACCESS, NAWSC MAKES NO WARRANTY OR REPRESENTATION,

EXPRESSED OR IMPLIED, OR ARISING BY OPERATION OF LAW, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF CONDITION OR FITNESS FOR PARTICULAR PURPOSE WITH RESPECT TO THE SYSTEM OR ANY PORTION THEREOF.

CITY AGREES BY ITS USE OF THE SYSTEM, DIRECTLY OR THROUGH OTHERS, THAT NAWSC SHALL NOT BE RESPONSIBLE OR LIABLE TO THE CITY FOR ANY DEFECT, ERRORS, OMISSIONS, OR ON ACCOUNT OF ANY OTHER CONDITIONS AFFECTING THE SUBDIVISION, AS CITY MAKES USE OF THE SYSTEM "AS-IS", "WHERE-IS", AND "WITH ALL FAULTS". CITY OR ANYONE CLAIMING BY, THROUGH, OR UNDER CITY, HEREBY FULLY RELEASES NAWSC, ITS EMPLOYEES, OFFICERS, DIRECTORS, REPRESENTATIVES, ATTORNEY AND AGENTS FROM ANY COST, LOSS LIABILITY, DAMAGE, EXPENSE, DEMAND, ACTION OR CAUSE OF ACTION ARISING FROM OR RELATED TO ANY DEFECTS, ERRORS, OMISSIONS, OR OTHER CONDITIONS AFFECTING THE SYSTEM. CITY BY THEIR USE OF THE SYSTEM, FURTHER ACKNOWLEDGES AND AGREES THAT THIS RELEASE SHALL BE GIVEN FULL FORCE AND EFFECT ACCORDING TO EACH OF THE EXPRESSED TERMS AND PROVISIONS.

TO THE EXTENT APPLICABLE AND PERMITTED BY LAW, CITY, IN CONSIDERATION FOR USING THE SYSTEM AND AS A MATERIAL INDUCEMENT TO NAWSC FOR ALLOWING SUCH USE, WAIVES THE PROVISIONS OF THE TEXAS DECEPTIVE TRADE PRACTICES-CONSUMER PROTECTION ACT, AS WELL AS ALL OTHER STATUTORY PROVISIONS WHICH MIGHT CREATE A CLAIM AGAINST NAWSC AS A RESULT OF THE USE OF NAWSC'S SYSTEM. ACCORDINGLY, CITY BY AND THROUGH THE BELOW SIGNING REPRESENTATIVES WHO HAVE BEEN GIVEN THE APPROPRIATE AUTHORITY BY THEIR GOVERNING BODIES STATE:

I WAIVE MY RIGHTS UNDER THE DECEPTIVE TRADE PRACTICES CONSUMER PROTECTION ACT, SECTION 17.41 ET SEQ, BUSINESS AND COMMERCE CODE, A LAW THAT GIVES CONSUMERS SPECIAL RIGHTS AND PROTECTIONS. AFTER CONSULTATION WITH AN ATTORNEY OF MY OWN SELECTION, I VOLUNTARILY CONSENT TO THIS WAIVER.

TO THE EXTENT APPLICABLE AND PERMITTED BY LAW, CITY, BY ITS USE OF THE SYSTEM, DIRECTLY OR THROUGH OTHERS, AGREES TO INDEMNIFY, PROTECT, DEFEND, SAVE AND HOLD HARMLESS NAWSC, ITS EMPLOYEES, OFFICERS, DIRECTORS, REPRESENTATIVES, ATTORNEYS AND AGENTS FROM AND AGAINST ANY AND ALL DEBTS, DUTIES, OBLIGATIONS, LIABILITIES, SUITS, CLAIMS, DEMANDS, CAUSES OF ACTION, LOSSES, COST AND EXPENSES AND TO PAY ALL EXPERTS' AND ATTORNEYS' FEES AND EXPENSES AND COURT COSTS ASSERTED OR INCURRED BY NAWSC AT

ANY TIME AND IN ANY WAY RELATING TO, CONNECTED WITH, OR ARISING OUT OF THE CONDITION OF NAWSC'S SYSTEM AND THE USE OF THE FIRE HYDRANTS OR THE OPERATION, MAINTENANCE AND MANAGEMENT THEREOF, INCLUDING ANY CLAIMS, SUITS, OR CAUSES OF ACTION ARISING FROM ANY NEGLIGENCE, INCLUDING GROSS NEGLIGENCE OF NAWSC AND ITS AGENTS, OFFICERS AND EMPLOYEES AS THEY RELATE TO THE PROVISION OF WATER AND ACCESS TO NAWSC'S SYSTEM UNDER THIS AGREEMENT.

IT IS THE EXPRESS INTENTION OF THE PARTIES THAT THE INDEMNITY PROVIDED FOR IN THIS AGREEMENT IS TO INDEMNIFY AND PROTECT NAWSC FROM THE CONSEQUENCES OF ITS OWN NEGLIGENCE AND GROSS NEGLIGENCE, EVEN WHEN THAT NEGLIGENCE AND GROSS NEGLIGENCE IS FOUND TO BE THE SOLE CAUSE OF THE INJURY, DEATH OR DAMAGES. CITY ALSO WAIVES ALL RIGHTS TO SUBROGATION AGAINST NAWSC.

11. This Agreement is intended to provide NAWSC with all the protections and limitations from liability allowed by the laws as they exist and will exist, including, but not limited to, Texas Water Code §67.0105, and the common law and all the terms and conditions hereof shall be liberally construed to effectuate this purpose and to sustain the validity of this Agreement. The parties agree that this Agreement shall not be construed in favor of or against either party on the basis that the party did or did not author the Agreement. This Agreement constitutes the entire agreement between the parties.
12. This agreement is effective upon execution by the parties and the recordation of Exhibit "A", with the official records of Hidalgo County and continues until terminated by either party in writing, such termination to occur only after written notice by the terminating party at least two (2) months prior to the termination date. All parties may terminate in the event of a default if such default is left uncured for 30 days after giving written notice.
13. Each person, signing below, warrants and represents to the parties to this Agreement, that he has been given full authority to execute this Agreement, such that it binds the party for which he signs to fully fulfill the terms of this Agreement.
14. This Agreement is not executed for the benefit of any third party and its terms shall not be enforceable by or in favor of any person or entity other than the express parties to the Agreement.
15. NAWSC shall have the right to locate the pipe and accessories necessary to provide water for the Fire Hydrants on the Subdivision at a point to be chosen by NAWSC, and shall have access to the Subdivision and equipment constructed by Owner and/or City at all reasonable and necessary times for any purpose with or in the furtherance of its business operations, and upon discontinuance of service, NAWSC shall have the right to remove any of its equipment from the Subdivision. NAWSC may inspect its valves,

pipings, and appurtenances to the supply line as well as the Fire Hydrants on an annual basis for a reasonable fee to be set by NAWSC (initially \$200.00), which may be increased based on future costs increases to provide this service. Where applicable, and upon notice, City shall have personnel present as necessary to assist in the inspection. NAWSC shall also have access to the Subdivision for purpose of inspecting for possible illegal connections, cross-connections, potential contamination hazards, and illegal lead materials, and City agrees to annual inspections of its own facilities for these conditions.

16. City shall enforce the following restrictions to ensure the public health and welfare. The following undesirable practices are prohibited by State regulations and by this Agreement:
 - a. No direct connection between the public drinking water supply and a potential source of contamination is permitted. Potential sources of contaminations shall be isolated from the Fire Hydrants by an air gap or an appropriate backflow prevention assembly in accordance with state regulations.
 - b. No cross-connection between the Fire Hydrants and a private water system is permitted. Potential threats to the public drinking water supply shall be eliminated at the service connection by the proper installation of an air gap or an appropriate backflow prevention assembly. Backflow assemblies require annual inspections and testing by a certified backflow prevention assembly tester and documentation of the inspections reflecting proper installation, maintenance, and operation must be provided to NAWSC no later than 30 days after the inspection.
 - c. No connection which allows condensing, cooling, industrial process water, or any water of unknown quality to be returned to the Fire Hydrants or the public drinking water supply is permitted.
 - d. No pipe or pipe fitting which contains more than 8.0% lead may be used for the installation or repair of the plumbing in the Fire Hydrants.
 - e. No solder or flux which contains more than 0.2% lead may be used for the installation or repair of the plumbing in the Fire Hydrants.
17. NAWSC may notify City, as applicable, of any cross-connection or other undesirable practices which have been identified during the initial or subsequent inspection. City shall immediately correct any undesirable practice on the Subdivision. City shall, at its expense, properly install, test and maintain any backflow prevention device required by NAWSC. Copies of all testing and maintenance records shall be provided to NAWSC. Failure to comply with the terms of this Agreement shall cause NAWSC to terminate services or to install, test, and maintain an appropriate backflow prevention device at the service connection at the sole expense of City. Any expenses associated with the enforcement of this Agreement shall be paid to NAWSC upon presentation to City, as applicable.

18. City agrees that the maximum amount of liability to City that may be incurred by NAWSC by virtue of any noncompliance with the terms of this Agreement is limited to the amount of fees paid by City to NAWSC for services provided under this Agreement during the calendar year in which the noncompliance occurs.
19. Any expenses associated with the enforcement of the Agreement shall be paid to NAWSC upon presentation to City, and in compliance with the Texas Prompt Payment Act.
20. Should any amounts to be paid by any party hereto, remain unpaid after the date the payment is due, such unpaid amount shall accrue interest in compliance with the Texas Prompt Payment Act.
21. In the event any litigation arises out of this Agreement between the parties hereto, the non-prevailing party shall pay the prevailing party all reasonable and necessary attorney's fees, expert fees, expenses and costs of court expended or incurred in connection with the litigation pursuant to Section 271.153 of the Texas Local Government Code or similar authority effective at the time of the execution of this Agreement.
22. If any part, term, or provision of this Agreement is held by the courts to be illegal, invalid, or otherwise unenforceable, such illegality, invalidity, or enforceability shall not affect the validity of any other part, term, or provision, and the rights of the parties will be construed as if the part, term, or provision was never part of this Agreement.
23. The Agreement may be supplemented, amended, or modified only by the mutual agreement of the parties. No supplement, amendment, or modification of this Agreement shall be binding unless it is in writing and signed by all parties.

By signing and delivering this Agreement to the appropriate official of NAWSC, the City authorizes completion of this Agreement by filling in the Effective Date below.

IN WITNESS WHEREOF, EXECUTED by NAWSC and City, acting under the authority of their respective governing bodies in multiple originals effective as of the _____ day of _____, 20____.

ATTEST:

THE CITY OF EDINBURG
415 W. University Dr.
Edinburg, Texas 78541

By: _____,
Clarice Balderas, City Secretary

By: _____,
Myra L. Ayala, City Manager

APPROVED AS TO FORM:

By: _____,
Josephine Ramirez Solis, City Attorney

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Myra L. Ayala, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she is the City Manager of City of Edinburg, that she executed the same as the act of City of Edinburg for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the _____ day of _____, 20____.

Notary Public in and for the State of Texas

NORTH ALAMO WATER SUPPLY
CORPORATION
420 S. Doolittle Road
Edinburg, Texas 78542
956-383-1618 (phone)
956-383-1372 (fax)

By: _____
Steven P. Sanchez, General Manager

APPROVED AS TO FORM:

By: _____
Richard W. Fryer,
Attorney for North Alamo
Water Supply Corporation

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Steven P. Sanchez, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he is General Manager of North Alamo Water Supply Corporation, that he executed the same as the act of North Alamo Water Supply Corporation for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the ____ day of _____
_____, 20____.

Notary Public in and for the State of Texas

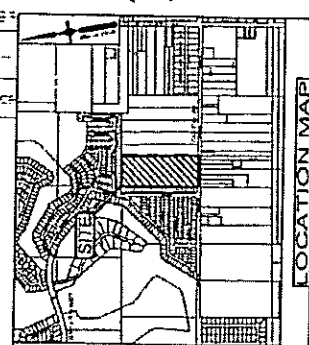
EXHIBIT "A"

An 18.334 Acre Tract of Land being a part or portion out of Lots 14 and 15, Block 59, ALAMO LAND AND SUGAR COMPANY SUBDIVISION, according to the Plat thereof recorded in Volume 1, Pages 24-26, Map Records of Hidalgo County, Texas.

This is a technical architectural floor plan of a large industrial or warehouse building. The plan is oriented horizontally. At the top, there is a north arrow pointing towards the upper left. The building's footprint is defined by a thick line, with various internal walls creating a grid of rooms. A central horizontal corridor or aisle runs through the middle of the plan. On either side of this central area are rows of rectangular units, possibly storage racks or small offices. The bottom of the plan shows a series of loading docks or entrances, each with a small platform and a door. The drawing is a black and white line sketch, showing structural details and dimensions. The overall layout suggests a functional, multi-purpose industrial space.

[illegible]

Figure 1. The effect of the concentration of the polymer on the gelation time of the polymer solution.

[illegible][illegible][illegible]

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Now @ \$199

Author's address: Department of Psychology,
University of Illinois at Chicago, Chicago, IL
60607-7181, USA.
E-mail: jay@uic.edu

[illegible]

1. Identify the main idea of the passage.
 2. Identify the supporting details.
 3. Identify the author's purpose.
 4. Identify the author's tone.
 5. Identify the author's bias.
 6. Identify the author's point of view.
 7. Identify the author's audience.
 8. Identify the author's style.
 9. Identify the author's structure.
 10. Identify the author's language.

Number of Inhabitants	Area in Sq. Miles	Population Density	Area in Sq. Miles	Population Density
100,000	100	1,000	100	1,000
200,000	200	1,000	200	1,000
300,000	300	1,000	300	1,000
400,000	400	1,000	400	1,000
500,000	500	1,000	500	1,000
600,000	600	1,000	600	1,000
700,000	700	1,000	700	1,000
800,000	800	1,000	800	1,000
900,000	900	1,000	900	1,000
1,000,000	1,000	1,000	1,000	1,000
1,100,000	1,100	1,000	1,100	1,000
1,200,000	1,200	1,000	1,200	1,000
1,300,000	1,300	1,000	1,300	1,000
1,400,000	1,400	1,000	1,400	1,000
1,500,000	1,500	1,000	1,500	1,000
1,600,000	1,600	1,000	1,600	1,000
1,700,000	1,700	1,000	1,700	1,000
1,800,000	1,800	1,000	1,800	1,000
1,900,000	1,900	1,000	1,900	1,000
2,000,000	2,000	1,000	2,000	1,000
2,100,000	2,100	1,000	2,100	1,000
2,200,000	2,200	1,000	2,200	1,000
2,300,000	2,300	1,000	2,300	1,000
2,400,000	2,400	1,000	2,400	1,000
2,500,000	2,500	1,000	2,500	1,000
2,600,000	2,600	1,000	2,600	1,000
2,700,000	2,700	1,000	2,700	1,000
2,800,000	2,800	1,000	2,800	1,000
2,900,000	2,900	1,000	2,900	1,000
3,000,000	3,000	1,000	3,000	1,000
3,100,000	3,100	1,000	3,100	1,000
3,200,000	3,200	1,000	3,200	1,000
3,300,000	3,300	1,000	3,300	1,000
3,400,000	3,400	1,000	3,400	1,000
3,500,000	3,500	1,000	3,500	1,000
3,600,000	3,600	1,000	3,600	1,000
3,700,000	3,700	1,000	3,700	1,000
3,800,000	3,800	1,000	3,800	1,000
3,900,000	3,900	1,000	3,900	1,000
4,000,000	4,000	1,000	4,000	1,000
4,100,000	4,100	1,000	4,100	1,000
4,200,000	4,200	1,000	4,200	1,000
4,300,000	4,300	1,000	4,300	1,000
4,400,000	4,400	1,000	4,400	1,000
4,500,000	4,500	1,000	4,500	1,000
4,600,000	4,600	1,000	4,600	1,000
4,700,000	4,700	1,000	4,700	1,000
4,800,000	4,800	1,000	4,800	1,000
4,900,000	4,900	1,000	4,900	1,000
5,000,000	5,000	1,000	5,000	1,000
5,100,000	5,100	1,000	5,100	1,000
5,200,000	5,200	1,000	5,200	1,000
5,300,000	5,300	1,000	5,300	1,000
5,400,000	5,400	1,000	5,400	1,000
5,500,000	5,500	1,000	5,500	1,000
5,600,000	5,600	1,000	5,600	1,000
5,700,000	5,700	1,000	5,700	1,000
5,800,000	5,800	1,000	5,800	1,000
5,900,000	5,900	1,000	5,900	1,000
6,000,000	6,000	1,000	6,000	1,000
6,100,000	6,100	1,000	6,100	1,000
6,200,000	6,200	1,000		

1993 25 26 27 28 29

When the Supreme Court handed down its decision in *Grain Processing*, the Court was split 5-4. The majority, led by Justice Brandeis, held that the government's seizure of the grain was unconstitutional. The dissent, led by Justice Brandeis, held that the seizure was constitutional.

[illegible]

FILES FOR RECORD IN
MR. ALCO CULBERT
JAILING CHICAGO, ILL.
RENTING COURT CLERK

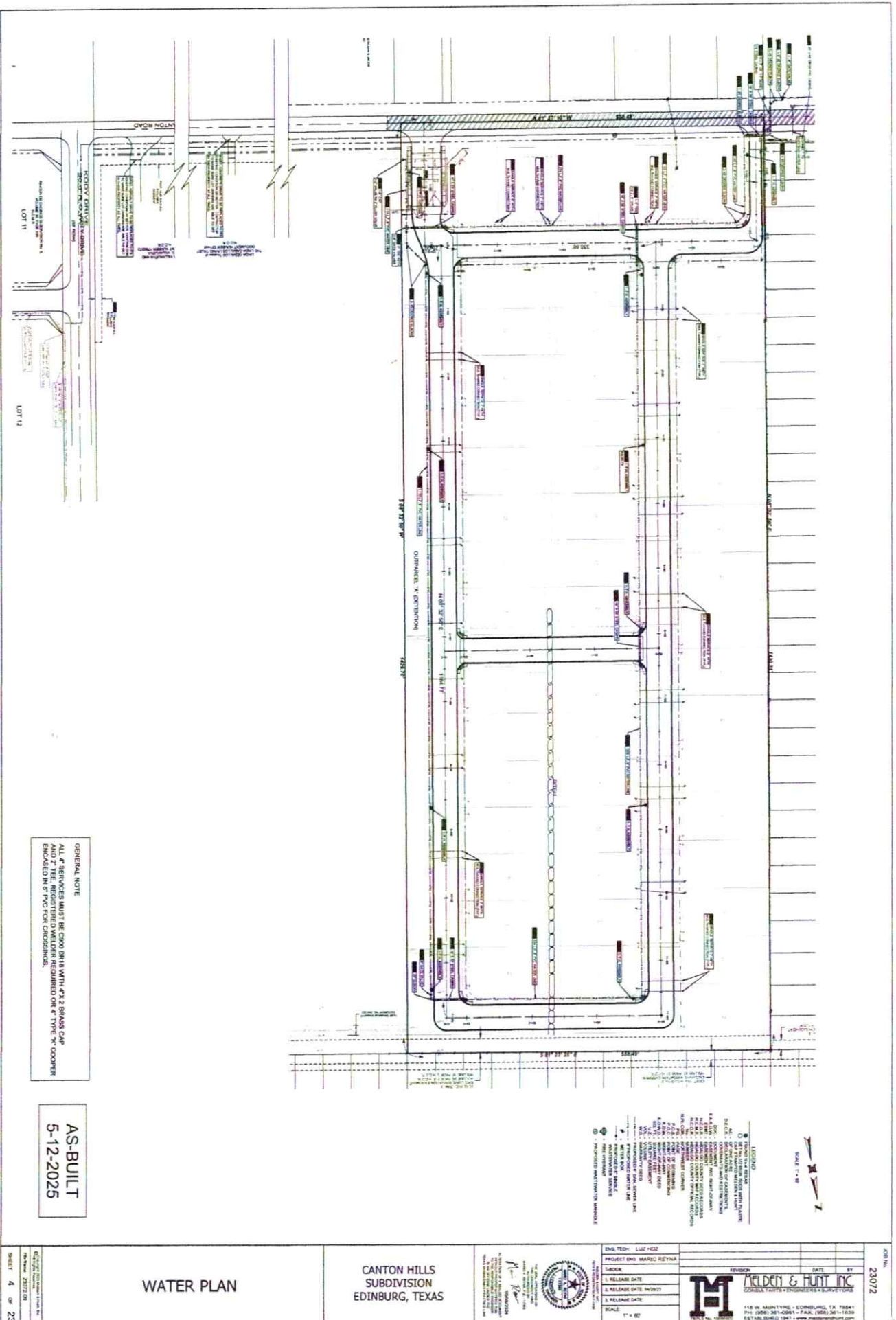
On _____ at _____
 INSTRUMENT NUMBER _____
 OF THE TWP. RECORDS OF HARRIS COUNTY, TEXAS

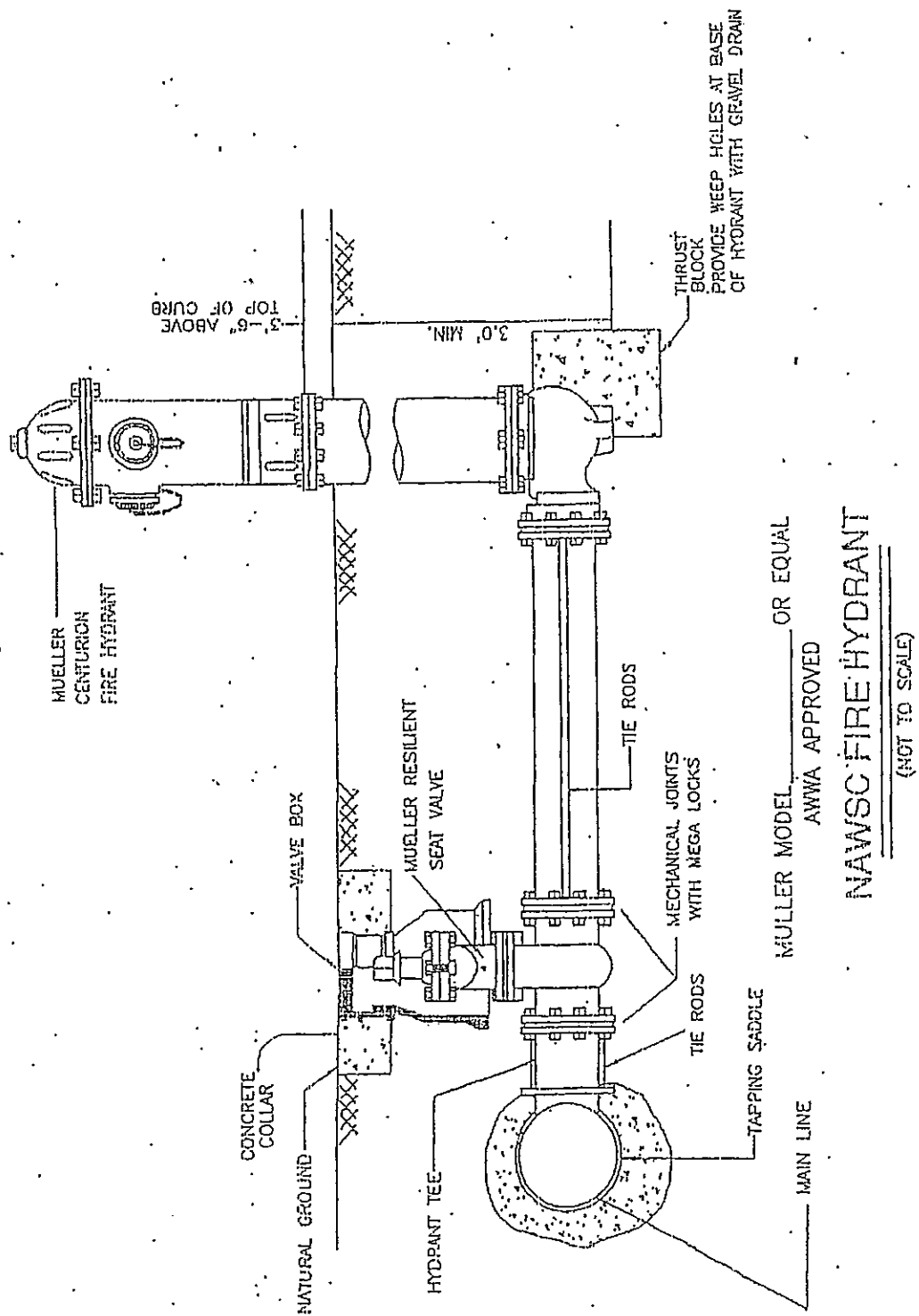
By _____ DEPUTY

EXHIBIT "B"

Fire Hydrant Installation

Each fire hydrant run-out shall be equipped with a 6" flanged mechanical joint resilient seated gate valve. This valve may be located adjacent to the mainline or between the mainline and the hydrant. Each fitting (Branch Tee, Gate Valve & Hydrant) shall be separately supported by a concrete thrust block including anchor rods. Care must be taken that the hydrant drain be kept clear when pouring concrete. Mainline Tees shall have mechanical joint, flanged fittings. Mega lugs shall also be used at all mechanical joint fittings.





MUELLER MODEL _____ OR EQUAL
AWWA APPROVED

NAWSC FIRE HYDRANT

(NOT TO SCALE)



CITY OF EDINBURG - CITY COUNCIL

Meeting Date: June 17, 2025

CONSENT AGENDA

Agenda Item No: 14.B.

Consent Agenda: Street Lighting Project

1. Agenda Item:

Consider Authorizing the City Manager to Enter Into an Aid-of-Construction Agreement with AEP Texas for the Installation of Streetlights, in the Amount of \$35,349.52 for West Sprague Street Between McColl Road and West City Limits. [Vince Romero, Director of Public Works]

2. Description:

In an effort to meet the public's demand and provide safer roadway illumination for both motorists and pedestrians within the city limits of Edinburg, the Department of Public Works would like to request the installation of twenty-three (23) 122W LED lights with 14 Foot Mast Arms to be installed on existing utility poles along west Sprague Street from McColl Road to FM 336 formerly known as 10th Street.

1. W. Sprague Street from (McColl Road to Mon Mack Road)
2. W. Sprague Street from (Mon Mack Road to FM 336)

3. Staff's Recommendation:

Approve Authorizing the City Manager to Enter Into an Aid-of-Construction Agreement with AEP Texas for the Installation of Streetlights, in the Amount of \$35,349.52 for West Sprague Street Between McColl Road and West City Limits.

Reviewed by:

Tomas Reyna, Assistant City Manager Final Approval - 6/12/2025

Prepared by:

Lazaro Ayala, Assistant
Director of Public Works

Attachments:

- A. AEP - CIAC Agreement for Sprague Street
- B. Sprague Street Lights WR89392938-Preliminary Sketch Pg. 1 (1)
- C. Sprague Street Lights WR89392938-Preliminary Sketch Pg. 2 (1)

AEP Texas

Contribution-In-Aid-Of-Construction Agreement
For Electric Distribution Service

CITY OF EDINBURG

Service: SPRAGUE ST BETWEEN MCCOLL & 10TH ST
EDINBURG, TX

Mailing: 1201 N DOOLITTLE RD
Edinburg, TX 78539

Contract #: DWMS00000625136

Work Request #: 89392938

Date: 5/6/2025

You, CITY OF EDINBURG (Customer) have requested AEP Texas (Company) to install/construct certain electric distribution facilities (hereinafter referred to as "Facilities") as follows:ENGINEER TO INSTALL 23 STREET LIGHTS AND OH FACILITES TO SERVE CUSTOMER ALONG SPRAGUE ST BETWEEN MCCOLL ADN 10TH ST, EDINBURG, TX.

The cost for construction/installation of the requested Facilities will be in excess of what would normally be provided by Company at no additional cost to the Customer to initiate service. In accordance with the Company's approved Tariff, as filed with the Public Utilities Commission of Texas, the Customer agrees to pay Company a one-time, non-refundable, Contribution-In-Aid-Of-Construction (CIAC) in the amount of 35,349.52. The Customer understands that he/she receives no ownership or control of the Facilities by virtue of the payment of the CIAC. The Facilities installed by the Company will remain the property of the Company. The Company expressly retains the right to use said Facilities for any purpose which Company deems appropriate under good utility practices, including the distribution of electric service to other customers.

Company agrees to INSTALL ALL AEP FACILITES, and the Customer agrees to provide CIAC PAYMENT OF \$35,349.52 and to be ready to take electric service on or before 05/06/2025.

It is understood and agreed that the Company will not begin construction/installation of the Facilities until full payment of the CIAC has been received by the Company; therefore, Customer understands and agrees that he/she needs to make full payment of the CIAC in sufficient time to allow for the construction/installation to be completed by the In Service Date.

The pricing of the CIAC quoted herein is based on the specifics of the Customer's request, including the Customer's stated In Service Date, and must be accepted by the Customer by executing and returning to the Company this Agreement by 8/4/2025 to remain valid. Should Customer alter the request for facilities, or request a delay in (or is otherwise unable to take service by) the stated In Service Date, the Company reserves the right to update the pricing and require an additional CIAC payment to reflect any increases in cost due to the alteration in requested facilities or the delay in taking service, or both.

Nothing contained herein shall be construed as a waiver or relinquishment by Company of any right it has or may hereafter have to discontinue service for default in the payment of any bill owing or to become owing hereunder or for any reason or cause allowed by law.

By signing and returning this Agreement, Customer understands and accepts the above described terms and conditions.

Customer

By

Signature:

Title:

Date:

Company

By

Signature:

Title:

Date:

Please send signed agreement to:
American Electric Power
Attn: CIAC Admin Pharr North SC
5700 N Cage Blvd
Pharr, TX 78577-7921

Company No: 211

Bill To:
CITY OF EDINBURG
1201 N DOOLITTLE RD
Edinburg, TX 78539

Contract No: DWMS00000625136

Date: 5/6/2025

PRO FORMA

Customer No: 11269941
Purchase Order: 89392938

Description	Quantity	UOM	Init Amt	Net Amount
ENGINEER TO INSTALL 23 STREET LIGHTS AND OH FACILITES TO SERVE CUSTOMER ALONG SPRAGUE ST BETWEEN MCCOLL ADN 10TH ST, EDINBURG, TX.	1.0	EA	35,349.52	35,349.52

Amount Due: 35,349.52

Agreement instructions:

Step 1: A signed agreement is required regardless of how payment will be made. Email your signed agreement to your AEP Representative.

Step 2: Once the agreement has been processed, your AEP Representative will provide you with an invoice (**this may take 3-5 business days**).

Step 3: Follow payment instructions on bottom of invoice or customer payment option handout provided by your AEP representative.

WR:89392938

Easement #:N/A

Reference Pole 2
Latitude: 26.3014
Longitude: -98.2132



Job Description: CUSTOMER SERVICE-CI-NEW SERVICE

WR: 89392938

Customer: LAZARO AYALA

Date Completed:

WO: DCP0

Location: 176 SPRAGUE ST BETWEEN MCCOLL & 10TH ST

County: HIDALGO

Man Hours: 88.98

District: 176 - Edinburg

City: EDINBURG

Crew HQ: 11711

Project ID: 100039

Circuit / Station: 94SB2810/MCCOLL ROAD

N V: 12.47KV

Phases: ABC N

Drawn By: Carlos Mckinnon Vila

Tree Trimming: NO

OWR: 89059391

Office #: 956-283-2413

Accessible: YES

ESID: N/A

Issued for:

Scale: 1"=100'

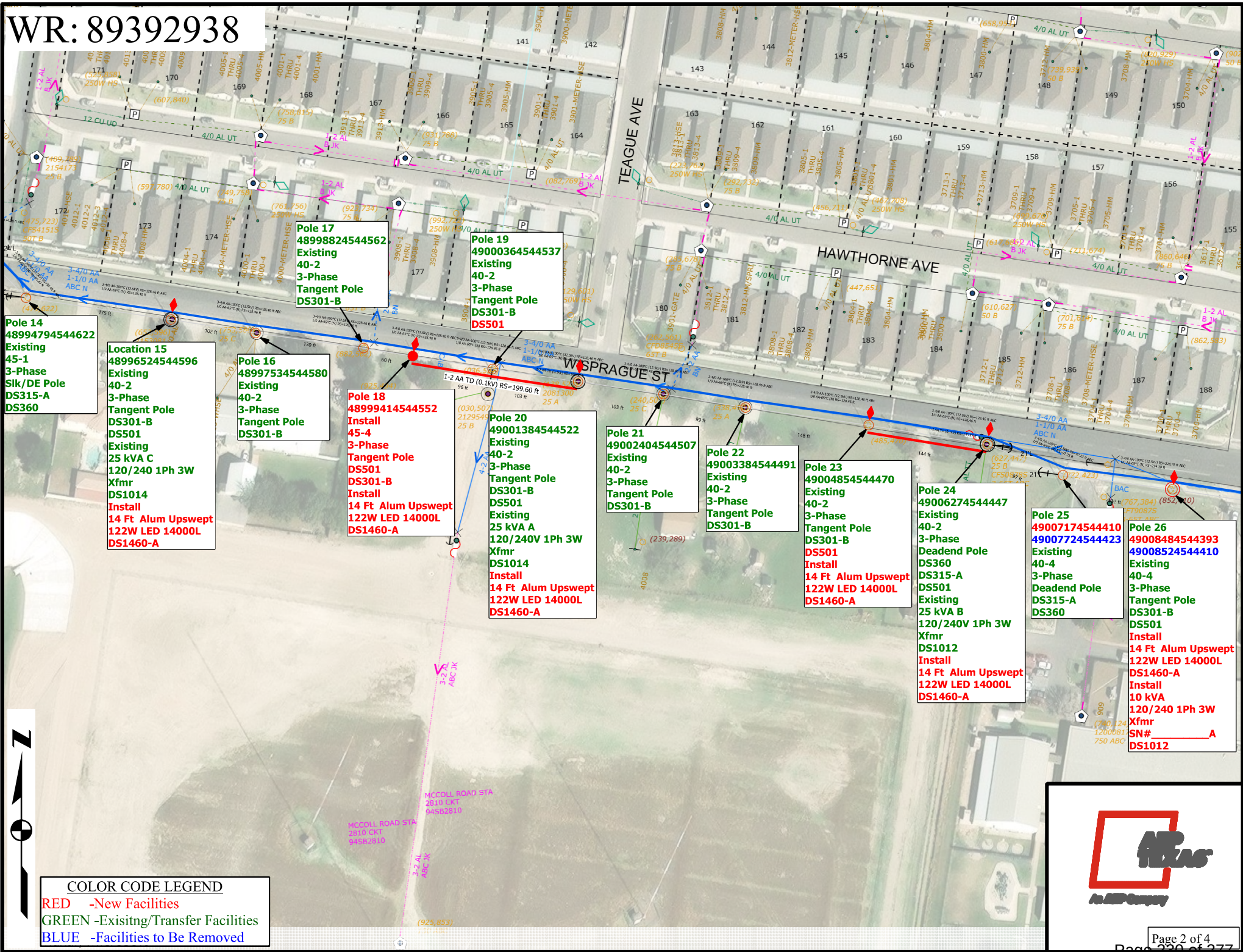
Preliminary

Rev. N/A

Page 1 of 4



WR: 89392938





CITY OF EDINBURG - CITY COUNCIL

Meeting Date: June 17, 2025

CONSENT AGENDA

Agenda Item No: 14.C.

Consent Agenda: Cloud Patch Management

1. **Agenda Item:**

Consider Authorizing the Renewal of a Three (3) Year Term of an End Point Patch Management System Through Carahsoft Technology Corp Through Omnia EDU Contract Number R191902 in the Amount of \$147,717 and Authorize the City Manager to Execute Any Documents Related Thereto. [Daniel Vera, Director of Information Technology]

2. **Description:**

In an effort to continue providing efficient and cost-effective purchasing for the City of Edinburg, the city is a member of the following different Cooperative Purchasing Entities in the State of Texas, Houston Galveston Area Council (HGAC), Local Government Purchasing Cooperative (BuyBoard), Sourcewell, Texas Interlocal Purchasing System (TIPS), OMNIA Partners Cooperative, Texas Department of Information Resources (DIR) and the Texas Facilities Commission (TFC). Through the combined efforts of these cooperative entities, members comply with Texas State Procurement Statutes while identifying vendors of commodities, goods and services at extremely competitive bid prices.

City staff is requesting the renewal of Automox End Point Patch Management System's Warranty. Renewal of the warranty allows the City the necessary resources to ensure automation of tasks such as patching of software vulnerabilities, updating of software, and managing configurations. Automating these tasks significantly reduces their complexity allowing for increased efficiency in management of resources and decreased risks of cyberattacks to our City's infrastructure. Without this license renewal, it would lessen the efficiency and render the City vulnerable to cyberattacks, which may be detrimental to the City's ability to service the residents of Edinburg.

This license renewal is for a three (3) year term. Renewing for a three (3) year term allows the City to secure the rate and not incur future market increases during this term for this crucial cybersecurity tool. If approved, the system licenses will be renewed instantly.

End Point Patch Management System is a cloud-based system that helps the City's cybersecurity posture by keeping all computers, servers, and software up-to-date and secure. The system allows IT administrators to automate patching and updates for operating systems and third-party software applications, reducing the risk of vulnerabilities being exploited by cybercriminals.

Furthermore, renewing this system also ensures that IT administrators can efficiently manage and deploy patches across the organization, saving time and resources. The system's capabilities can help streamline the patching process, reducing the risk of human error and ensuring all devices are consistently patched.

Funding is available within the Fiscal Year 2024-2025 General Fund Operating Budget, Information Technology, Office Maintenance & Contractual - IT, Account Number 100-1000-513301.

3. **Staff's Recommendation:**

Approve Authorizing the Renewal of a Three (3) Year Term of an End Point Patch Management System Through Carahsoft Technology Corp Through Omnia EDU Contract Number R191902 in the Amount of \$147,717 and Authorize the City Manager to Execute Any Documents Related Thereto.

Reviewed by:

Daniel Vera, Director of Information Technology
Nelda Ramirez, Assistant City Manager

Prepared by:

Almaniria Mendez, IT
Administrative Manager

Attachments:

A. Carahsoft - Automox, Inc. - City of Edinburg 3YEAR - Quote 55912018 - Redacted

GOVERNMENT PRICE QUOTATION

CARAHSOFT TECHNOLOGY CORP

11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190
PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (877) 878-7468

carahsoft.

TO: Danny Vera
IT Director
City of Edinburg
415 W University Dr
Edinburg, TX 78539 USA

FROM: Alayna Criswell
at Carahsoft Technology Corp.
11493 Sunset Hills Road
Suite 100
Reston, Virginia 20190

EMAIL: dvera@cityofedinburg.com

EMAIL: Alayna.Criswell@carahsoft.com

PHONE:

PHONE: (571) 591-6392

TERMS: OMNIA EDU contract: R191902
Term: April 30, 2025
FTIN: 52-2189693
Shipping Point: FOB Destination
Credit Cards: VISA/MasterCard/AMEX
Remit To: Same as Above
Payment Terms: Net 30 (On Approved Credit)
Sales Tax May Apply

QUOTE NO: 55912018
QUOTE DATE: 05/13/2025
QUOTE EXPIRES: 06/30/2025
RFQ NO:
SHIPPING: GROUND
TOTAL PRICE: \$147,717.00
TOTAL QUOTE: \$147,717.00

LINE NO.	PART NO.	DESCRIPTION	PRICING	QUOTE PRICE	QTY	EXTENDED PRICE
YEAR 1						
1		Standard package licenses (renewal) 12 Months Start Date: 06/30/2025 End Date: 06/29/2026	LIST: \$60.00 CONTR: \$59.70	\$45.97 COOP	900	\$41,373.00
2		Premium Support for Standard Package 12 Months Start Date: 06/30/2025 End Date: 06/29/2026	LIST: \$9.45 CONTR: \$9.40	\$8.74 COOP	900	\$7,866.00
YEAR 1 SUBTOTAL:						\$49,239.00
YEAR 2						
3		Standard package licenses (renewal) 12 Months Start Date: 06/30/2026 End Date: 06/29/2027	LIST: \$60.00 CONTR: \$59.70	\$45.97 COOP	900	\$41,373.00
4		Premium Support for Standard Package 12 Months Start Date: 06/30/2026 End Date: 06/29/2027	LIST: \$9.45 CONTR: \$9.40	\$8.74 COOP	900	\$7,866.00
YEAR 2 SUBTOTAL:						\$49,239.00
YEAR 3						
5		Standard package licenses (renewal) 12 Months Start Date: 06/30/2027 End Date: 06/29/2028	LIST: \$60.00 CONTR: \$59.70	\$45.97 COOP	900	\$41,373.00

GOVERNMENT PRICE QUOTATION

CARASOFT TECHNOLOGY CORP

11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190
PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (877) 878-7468

carahsoft.

LINE NO.	PART NO.	DESCRIPTION	PRICING	QUOTE PRICE	QTY	EXTENDED PRICE
6		Premium Support for [REDACTED] Standard Package 12 Months [REDACTED] Package Start Date: 06/30/2027 End Date: 06/29/2028	LIST: \$9.45 CONTR: \$9.40	\$8.74 COOP	900	\$7,866.00
YEAR 3 SUBTOTAL:						\$49,239.00
SUBTOTAL:						\$147,717.00
TOTAL PRICE:						\$147,717.00
TOTAL QUOTE:						\$147,717.00

Billing Terms

Referring to the billing schedule below. Payment in USD due annually following the invoice date.

Year 1 Total: \$49,239.00

Year 2 Total: \$49,239.00

Year 3 Total: \$49,239.00

*If you place an Order against this Quote after the Subscription Term Start Date, then [REDACTED] may either (i) extend your Subscription Term End Date (without increasing the total fees) so that you receive the full subscription term length; or (ii) keep your Subscription Term End Date and reduce your invoiced amount on a pro-rata basis based on the reduced subscription term length. [REDACTED] will invoice you on the date that it accepts your Order, which may be before your Subscription Term Start Date.

Your order will be taxed using the applicable tax rate for your shipping address. Your invoice will reflect the final total taxes in effect at the time of invoicing. If your end customer is tax exempt, please attach the exemption certifications to this Quote or email them to [REDACTED]. If you do not notify [REDACTED] of your tax-exempt status within three days of receipt of your invoice, then [REDACTED] may be unable to correct the invoice and you may be responsible for the associated taxes.

Your purchase and resale of the products on this quote is governed by the distributor agreement between you and [REDACTED]. The end customer's use of the products is governed by the master services agreement between your customer and [REDACTED] ("MSA"). Or if no master agreement applies, the "MSA" is the Master Services Agreement [REDACTED] will require your reseller to notify their customer of the applicability of the MSA prior to the time of sale of these products.

Auto Uplift

The fees for the products on this quote will automatically increase by 5.00 percent per year at the next renewal



CITY OF EDINBURG - CITY COUNCIL

Meeting Date: June 17, 2025

CONSENT AGENDA

Agenda Item No: 14.D.

Consent Agenda: Hanson Professional Services, Inc.

1. Agenda Item:

Consider Authorizing the City Manager to Enter Into an Agreement with Hanson Professional Services, Inc. Based on RFQ No. 2021-001, in the Amount of \$349,600.00 for FY 2025 Semi-Annual Compliance Monitoring and Reporting for the Edinburg Regional Sanitary Landfill Facility in Accordance with the Current Operational Permit Obligations and Authorize the City Manager to Execute Any Documents Related Thereto. [Ramiro L. Gomez, Director of Solid Waste Management]

2. Description:

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

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

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

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

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

3. Staff's Recommendation:

Approve authorizing the City Manager to Enter into an Agreement with Hanson Professional Services, Inc. Based on RFQ No. 2021-001, in the Amount of \$349,600.00 for FY 2025 Semi-Annual Compliance Monitoring and Reporting for the Edinburg Regional Sanitary Landfill Facility in Accordance with the Current Operational Permit Obligations and Authorize City Manager to Enter Into Agreements Relating Thereto.

Reviewed by:

Ramiro Gomez, Director of Solid Waste Management

Prepared by:

Dalinda Cardenas,
Administrative Specialist

Attachments:

- A. Hanson Professional Services, Inc. Proposal
- B. Agreement
- C. C-233-21 Master Agreement

May 28, 2025

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

Dear Mr. Gomez:

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

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

- Groundwater Monitoring and Reporting Services-MSW-956C and MSW-2302
 - Reporting for June 2025 Semi-Annual Detection /Assessment Monitoring Event for MSW-956C (Statistical Evaluation and Report Preparation for 27 Monitoring Wells within 60 days of the June 2025 Event), Verification Resampling of monitoring wells demonstrating Statistically Significant Increases (SSI's)(estimated 12 wells), and Alternate Source Demonstrations (ASD's)(estimated 12 wells) associated with this event.
 - December 2025 Semi-Annual Groundwater Detection /Assessment Monitoring Event for MSW-956C (27 Monitoring Wells).
 - Reporting for June 2025 Annual Groundwater Detection Monitoring Event for MSW-2302 (7 Monitoring Wells), Verification Resampling of monitoring wells demonstrating Statistically Significant Increases (SSI's)(estimated 4 wells), and Alternate Source Demonstrations (ASD's)(estimated 4 wells) associated with this event.
 - Background Update Report for MSW-2302 historical groundwater constituent concentration ranges.
- Waste profile reviews. Review of requests for acceptance of special wastes for disposal based on up to twenty-six (26) individual waste streams. Each review will identify whether the request can be accepted under the facility's Waste Acceptance Plan, Site Operating Plan, and TCEQ regulations. The review will also

identify any required management practices, reporting and record keeping. This item has been estimated as an allowance based on the work effort in prior quarters.

- Meetings with the Solid Waste Management staff. Meetings with the Director or his designated department staff regarding Solid Waste Management operations, infrastructure, regulatory or planning issues. This item includes labor and expense charges for travel to the Edinburg Regional Disposal Facility for two (2) meetings.
- Coordination with other consultants, including scheduling, development of specific task order scopes upon request by the Solid Waste manager, and review of task order deliverables. Attend meetings as requested by the Solid Waste manager. This item has been estimated as an allowance based on the work effort in prior quarters and estimated effort for the last two quarters of the year.
- Professional opinions and recommendations on permit provisions. When requested by the Solid Waste Management Department, provide professional interpretation, opinions and recommendations regarding requirements of TCEQ permits MSW-956C and MSW-2302, as well as other local, state and federal regulations. This item has been estimated as an allowance based on the work effort in prior quarters.
- TCEQ information requests. Assist the Solid Waste Management Department with responses to TCEQ requests for information or records. This item has been estimated as an allowance based on the work effort in prior quarters.
- Coordination/meetings with TCEQ. Upon request by the Solid Waste Management Department, provide representation for the City at interactions with the TCEQ. Interactions may be at in-person meetings locally or the TCEQ regional or state office locations, via tele-conferencing, email correspondence, or telephone communications. This item includes labor and expense charges for travel to the Edinburg Regional Disposal Facility for one (1) meeting each quarter. It is assumed that additional meetings up to the estimated allowance will be held virtually (Teams, Zoom, etc.)
- Leachate system maintenance coordination. Coordinate vendor services with Landmarc Environmental Systems, LLC (Landmarc) or another qualified subcontractor on a periodic basis to inspect the leachate management system and enable repairs as needed on a timely basis. Invoicing from services provided by Landmarc will be submitted as a subcontract item on Hanson's invoicing to the City.
- Landfill Gas (LFG) verification, monitoring and air permit compliance. Upon request by the Solid Waste Management Department, perform LFG probe verification sampling and reporting. This item includes labor and expense charges for travel to the Edinburg Regional Disposal Facility for one (1) site visit each quarter.
- Surveying. Provide surveying services not associated with specific infrastructure projects as requested. This item includes labor and expense charges for travel to the Edinburg Regional Disposal Facility for two (2) days of survey crew field time, plus additional office time for a Texas registered professional land surveyor (RPLS) as needed up to the estimated allowance.

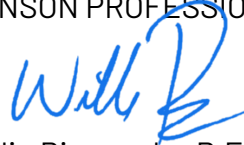
SUMMARY OF FEES

The cost to complete the Scope of Services identified above is estimated to be \$349,600. This work will be performed on a time and materials basis at the unit rates in effect at the time the services are provided. A copy of Hanson's current rate sheet is attached. Rates are subject to adjustment at the beginning of each calendar year.

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

Sincerely,

HANSON PROFESSIONAL SERVICES INC.

A handwritten signature in blue ink, appearing to read "Willie Rivera, Jr.", is positioned over the printed name.

Willie Rivera, Jr., P.E.
Vice President/Senior Project Engineer

Enclosure

2025 Hanson Professional Services Inc.
BASIS OF PAYMENT
CONSULTING SERVICES

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

1. **ENGINEER/SCIENTIST POSITIONS:**

ENGINEER/SCIENTIST I	\$132.00
ENGINEER/SCIENTIST II	\$137.00
ENGINEER/SCIENTIST III	\$149.00
ENGINEER/SCIENTIST IV	\$166.00
ENGINEER/SCIENTIST V	\$193.00
ENGINEER/SCIENTIST VI	\$222.00
ENGINEER/SCIENTIST VII	\$260.00
ENGINEER/SCIENTIST VIII	\$295.00
PRINCIPAL	\$330.00

2. **TECHNICAL POSITIONS:**

AIDE	\$70.00
TECHNICIAN I	\$82.00
TECHNICIAN II	\$98.00
TECHNICIAN III	\$110.00
TECHNICIAN IV	\$123.00
TECHNICIAN V	\$137.00
TECHNICIAN VI	\$153.00
TECHNICIAN VII	\$158.00
TECHNICIAN VIII	\$165.00
MANAGER/DESIGNER	\$175.00

3. **ADMINISTRATIVE:**

ADMINISTRATIVE I	\$79.00
ADMINISTRATIVE II	\$82.00
ADMINISTRATIVE III	\$88.00
ADMINISTRATIVE IV	\$103.00
ADMINISTRATIVE V	\$119.00
ADMINISTRATIVE VI	\$145.00
ADMINISTRATIVE VII	\$209.00

4. Charges for special services, expert testimony, etc., will be negotiated.
5. The above rates cover straight time only. Overtime directed by the client will be surcharged by 25 percent.
6. Charges for outside consultants and contractors will be at invoice cost plus 10 percent.
7. All direct job expenses and materials other than normal office supplies will be charged at cost plus 10 percent.
8. Separate data hosting charges and/or a five percent technology fee will be assessed, depending on the nature of the services provided.
9. Mileage charges for automobiles will be at the published IRS rate at the time the charges are incurred. Mileage charges for mobile labs or trucks will be at the published IRS rate at the time the charges are incurred plus 30%.

Charges for vehicles that will remain assigned to a specific job will be \$80.00 per day or \$1,500.00 per month for automobiles and SUVs, and \$100.00 per day or \$2,000.00 per month for mobile labs or trucks in lieu of mileage charges.
10. Services will be billed monthly and at the completion of the project. There will be an additional charge of 1 1/2 percent per month compounded monthly on amounts outstanding more than 30 days.
11. Rates are subject to change and will be superseded by a new rate schedule on or about January 1 of each year during the duration of the services agreement.

25 Rev. 0



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

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

RECITALS

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

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

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

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

SECTION I **EMPLOYMENT OF CONSULTANT**

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

SECTION II **SERVICES OF CONSULTANT**

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

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

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

SECTION III **RESPONSIBILITY OF THE CITY**

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

SECTION IV **RESPONSIBILITIES OF CONSULTANT**

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

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

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

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

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

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

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

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

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

SECTION V

PAYMENT AND FEES

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

A. City hereby agrees to pay invoices submitted monthly on a time and material basis in accordance in an amount not to exceed \$349,600.00 and in accordance with Exhibit A, for services to be performed under this Agreement; any cost savings realized from the performance and completion of the tasks and acceptance by the city, shall revert to the City by the Consultant.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION VI

TERM OF AGREEMENT

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

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

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

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

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

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

SECTION VII

AUTHORIZATION TO PROCEED

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

SECTION VIII

AUDIT, ACCESS TO RECORDS AND RECORDS RETENTION

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

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

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

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

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

SECTION IX

MINIMUM INSURANCE REQUIREMENTS

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

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

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

2. Property Damage

\$100,000 each occurrence

\$100,000 each aggregate

or \$500,000 combined single limits

E. Professional Liability

1. Professional

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

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

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

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

I. Consultant hereby agrees as follows:

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

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

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

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

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

SECTION X **COMPLIANCE STANDARDS**

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

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

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

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

SECTION XI **DEBARMENT PROHIBITION**

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

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

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

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

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

SECTION XIII

CONTROLLING LAW, MANDATORY VENUE, AND FEES AND EXPENSES

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

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

SECTION XIV

INDEMNIFICATION

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

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

SECTION XV

LIMITATION OF LIABILITY

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

SECTION XVI
AGREEMENT CONSTRUCTION

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

SECTION XVII
NO PENDING LITIGATION

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

SECTION XVIII
SEVERABILITY

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

SECTION XIX
NOTICE

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

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

(a) Notices to the City:

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

With a copy to:

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

(b) Notices to Consultant:

Hanson Professional Service, Inc.
4501 Golihar Road
Corpus Christi, Texas 78411
Attn.: Willie Rivera

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

SECTION XX **NON-APPROPRIATIONS**

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

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

SECTION XXI **SUCCESSORS AND ASSIGNS**

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

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

SECTION XXII

CONFLICT OF TERMS

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

SECTION XXIII

NO WAIVERS OR ACCORD AND SATISFACTION

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

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

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

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

CITY OF EDINBURG:

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

ATTEST:

BY: _____
Clarice Balderas, City Secretary

APPROVED AS TO FORM:

BY: _____
Josephine Ramirez Solis, City Attorney

HANSON PROFESSIONAL SERVICES INC.

BY: _____
Willie Rivera, Vice President
4501 Gollihar
Corpus Christi, Texas 78411
Phone: 361-814-9900
Email: WRivera@hanson-inc.com

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

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

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

RECITALS

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

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

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

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

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

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

SECTION I

EMPLOYMENT OF ENGINEER

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

SECTION II

SERVICES OF ENGINEER

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

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

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

SECTION III

RESPONSIBILITY OF THE CITY

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

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

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

SECTION IV **RESPONSIBILITIES OF ENGINEER**

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

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

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

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

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

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

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

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

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

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

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

SECTION V

PAYMENT AND FEES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION VI

TERM OF AGREEMENT

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

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

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

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

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

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

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

SECTION VII

AUTHORIZATION TO PROCEED

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

SECTION VIII

AUDIT, ACCESS TO RECORDS AND RECORDS RETENTION

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

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

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

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

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

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

SECTION IX

MINIMUM INSURANCE REQUIREMENTS

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

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

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

or \$500,000 combined single limits

C. Comprehensive Auto Liability

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

D. City's Protective Liability

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

or \$500,000 combined single limits

E. Professional Liability

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

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

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

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

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

I. Engineer hereby agrees as follows:

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

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

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

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

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

SECTION X **COMPLIANCE STANDARDS**

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

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

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

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

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

SECTION XI

DEBARMENT PROHIBITION

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

SECTION XII

ALTERNATE DISPUTE RESOLUTION/NEUTRAL PARTY

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

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

SECTION XIII

CONTROLLING LAW, MANDATORY VENUE, AND FEES AND EXPENSES

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

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

SECTION XIV

INDEMNIFICATION

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

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

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

SECTION XV **LIMITATION OF LIABILITY**

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

SECTION XVI **AGREEMENT CONSTRUCTION**

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

SECTION XVII **NO PENDING LITIGATION**

A. Engineer represents that there is no action, proceeding, inquiry, or investigation, at law or in equity, before any court, arbitrator, governmental or other board or official, pending to the best knowledge of Engineer threatened against or affecting the Engineer or any subsidiaries of the Engineer, questioning the validity or any action taken or to be taken by the Engineer in connection with the execution, delivery, and performance by the Engineer of this Agreement to which the Engineer may be a party or seeking to prohibit, restrain, or enjoin the execution, delivery, or performance by the Engineer hereof or thereof, where in an unfavorable decision, ruling, or finding (i) would adversely effect

the validity or enforceability of, or the authority or ability of the Engineer to perform, its obligations under this Agreement to which the Engineer may be party or (ii) would have an adverse effect on the consolidated financial condition or results of operations of the Engineer or on the ability of the Engineer to conduct its business as presently conducted or as proposed or contemplated to be conducted.

SECTION XVIII **SEVERABILITY**

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

SECTION XIX **NOTICE**

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

(a) Notices to the City:

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

With a copy to:

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

(b) Notices to Engineer:

Hanson Professional Services Inc.
4501 Gollihar Road
Corpus Christi, Texas 78411
Attn: Grant Jackson

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

depositing same with such overnight courier before the overnight deadline and if deposited with such courier after such deadline, then the next succeeding business day.

SECTION XX **NON-APPROPRIATIONS**

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

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

SECTION XXI **SUCCESSORS AND ASSIGNS**

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

SECTION XXII **CONFLICT OF TERMS**

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

SECTION XXIII **NO WAIVERS OR ACCORD AND SATISFACTION**

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

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

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

EXECUTED by the parties in triplicate originals on this 16th day of April, 2021.

CITY OF EDINBURG:

BY: _____

Ron Garza, City Manager
City of Edinburg
415 W. University Dr.
P.O. Box 1079
Edinburg, Texas 78540
Phone: (956) 388-8207
Fax: (956) 383-7111

ATTEST:

BY: _____

Myra L. Ayala, City Secretary



APPROVED AS TO FORM:

Omar Ochoa Law Firm, P.C.

BY: _____

Omar Ochoa, City Attorney

ENGINEER

BY: _____

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

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

EXHIBIT “A”

SCOPE OF WORK

The City of Edinburg thru the Department of Solid Waste Management and the Engineer of Record for the Landfill may identify specific tasks within the following categories for additional services and/or support which will be required and/or necessary for job specific tasks or ongoing projects. **Additional services not included in the listed categories, may be requested by the City of Edinburg in writing and would be executed only upon scope and cost acceptance by both parties for each additional service.**

i. MAJOR WORK CATEGORIES INCLUDE:

- 1. PLANNING, ENGINEERING DESIGN, AND FACILITY PERMITTING**
 - a. Municipal Solid Waste Permitting and Permit Modifications
 - b. Materials Recovery Facility Permitting and Permit Modifications
 - c. Transfer Station Permitting and Permit Modifications
 - d. Landfill Cell Design
 - e. Landfill Cover Design
 - f. Final Cover Design
 - g. Site Operation Plans
 - h. Fill Plans
 - i. Grading Plans
 - j. Soil Use Plans
 - k. Airspace Usage Estimates and Projections
 - l. Groundwater Monitoring System
 - m. Groundwater Sampling and Analysis Plan
 - n. Sequence of Development
 - o. Landfill Gas Management Plan
 - p. Landfill Closure/Post-Closure Care Cost Estimates
 - q. Cost of Service Modeling
 - r. Stormwater Permitting
 - s. Composting Site Permitting and Development
 - t. Air Permitting and Permit Modifications
 - u. Odor Control
 - v. Floodplain Assessment and Management
 - w. Landscape and Irrigation Design
 - x. Infrastructure Design
 - y. Financial Assurance
- 2. CONSTRUCTION DOCUMENTS, TECHNICAL SPECIFICATIONS, AND CONSTRUCTION MANAGEMENT FOR LANDFILL RELATED CONSTRUCTION PROJECTS**
 - a. Final Plans, Contract Documents, and Specifications, Engineer's cost estimates
 - b. Bid Phase Services
 - c. Construction Phase Services
 - d. Conduct Construction Meetings
 - e. Review and Approve Shop Drawings, Field Orders, Change Orders, Construction Quantities, Pay Requests
 - f. Scheduling
 - g. Daily Updates
 - h. Construction Quality Assurance/Quality Control
 - i. Constant Communication, Evaluation and Re-Design as material costs increase

3. **ENVIRONMENTAL SERVICES**
 - a. Installation of the Groundwater Monitoring Wells and Landfill Gas Probes
 - b. Groundwater Sampling, Landfill Gas Sampling, Surface Water Monitoring and Analytical
4. **LANDFILL SAMPLING LABORATORY TESTING**
 - a. Statistical Evaluation
 - b. Regulatory Reporting
5. **LANDFILL PLANNING AND ENGINEERING SERVICES**
 - a. Periodic Ground and Aerial Surveying to update Available Airspace, Compaction Rate, Site Life Projections, and Target Grades for Site Development
 - b. Annual Municipal Solid Waste Report
 - c. Planning for Operational Issues
 - d. Leachate Storage and Disposal
 - e. Interior and Exterior Roads
 - f. Storm Water and Sediment Control
 - g. Stockpile Locations and Utilization
 - h. Borrow Area Grading and Utilization
6. **LANDFILL GAS SERVICES**
 - a. Landfill Gas Management Plan Development and Update
 - b. Gas Collection and Control System Design
 - c. Gas System and Control System Expansions
 - d. Planning
 - e. Design
 - f. Budgeting
 - g. Permitting
 - h. New Source Performance Standards Compliance, Gas Collection and Control System Troubleshooting and Landfill Gas Remediation Services as necessary at the site.
7. **LANDFILL RELATED DRONE AND SURVEYING SERVICES**
 - a. Physical Site Survey and/or Drone Flights
 - b. Collect Aerial Topography Data
 - c. Estimate Airspace Consumption
 - d. Determine Waste Settlement Rate Estimates.
 - e. Quarterly and Annual Surveys



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/19/2021

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

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

PRODUCER Holmes Murphy and Associates - Peoria 311 S.W. Water Street Suite 211 Peoria, IL 61602-4108		1-800-527-9049	CONTACT NAME: Linda Bomarito PHONE (A/C, No, Ext): 309-282-3903 E-MAIL ADDRESS: lbomarito@holmesmurphy.com FAX (A/C, No): 866-501-3945	
INSURED Hanson Professional Services Inc. 1525 South 6th Street Springfield, IL 62703		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A: XL SPECIALTY INS CO		37885
		INSURER B:		
		INSURER C:		
		INSURER D:		
		INSURER E:		
		INSURER F:		

COVERAGES

CERTIFICATE NUMBER: 61963267

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ OTHER \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ OTHER \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ OTHER \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability (Claims Made)			DPR9970443	01/01/21	01/01/22	Each Claim 10,000,000 Aggregate 10,000,000

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

Project: City of Edinburg MPSA - Misc. Civil Engineering PM/GAJ

CERTIFICATE HOLDER

CANCELLATION

City of Edinburg
Attn: Dalinda Cardenas

415 W. University Dr.

Edinburg, TX 78539

USA

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Dalinda Cardenas

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/19/2021

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

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

PRODUCER TROXELL 214 South Grand Ave West P.O. Box 3757 Springfield IL 62704	CONTACT NAME: Heidi Gibson PHONE (A/C, No, Ext): (217) 321-3219 E-MAIL: hgibson@troxellins.com ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A : Cincinnati Insurance Company INSURER B : Trumbull Insurance Company INSURER C : INSURER D : INSURER E : INSURER F : NAIC # 10677 27120
INSURED Hanson Professional Services Inc. 1525 South 6th Street Springfield IL 62703-2801	

COVERAGES

CERTIFICATE NUMBER: CL2111135097

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:			EPP0520969	01/01/2021	01/01/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS NON-OWNED AUTOS ONLY			83UENOL5498	01/01/2021	01/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 0			EPP0520969	01/01/2021	01/01/2022	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N ☐	N/A		EWC0473222	01/01/2021	01/01/2022	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

Project: City of Edinburg MPSA, Misc Civil Engineering - GJ

City of Edinburg is additional insured in respects to the general liability and auto liability per written contract subject to the terms and conditions of the policies. Primary and non-contributory language applies. Waiver of Subrogation applies to General Liability, Auto Liability and Workers Compensation.

CERTIFICATE HOLDER

CANCELLATION

City of Edinburg Attn: Dalinda Cardenas 415 W. University Dr Edinburg TX 78539	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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