



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
JULY 1, 2025
6:00 PM

1. CALL TO ORDER, ESTABLISH QUORUM

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

2. CERTIFICATION OF PUBLIC NOTICE

3. DISCLOSURE OF CONFLICT OF INTEREST

4. CITY MANAGER'S REPORT

A. City of Edinburg Events

- 2025 Firecracker 5K Run
- 2025 Summer Reading Programs

5. PROCLAMATIONS/RECOGNITIONS

A. Presentation Recognizing the City of Edinburg Parks and Recreation Department 2025 Spring Season:

- Little League Softball Champions
- Little League All Stars Baseball & Softball District Champions

[Javier Garza, Director of Parks & Recreation]

B. Presentation of Proclamation Recognizing Atanacio Garza† as Requested by Cynthia Garza. [Clarice Y. Balderas, City Secretary]

C. Present the Recipient for the Employee of the Month Award for the Month of May, 2025. [Erica A. Balli, Director of Human Resources/Civil Service]

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 on Downtown Parking Garage Schematic Design. [Mardoqueo Hinojosa, P.E., City Engineer]

8. PUBLIC HEARINGS

- A.** Hold Public Hearing on the Proposed Community Development Block Grant Fiscal Year 2025-2026 Annual Action Plan as Recommended by the Community Development Council. [Claudia L. Farias, Director of Grants Administration]
- B.** Hold Public Hearing and Consider the Ordinances Providing for the Comprehensive Plan Amendment from Auto-Urban Uses to Neighborhood Commercial Uses and the Rezoning Request from Residential, Primary (RP) District to Commercial, Neighborhood (CN) District, All Of Lot 6, Canton Heights Unit No. 1 Subdivision, Located at 1101 East Canton Road, as Requested by Hector and Elma Dominguez. [Jaime Acevedo, Director of Planning & Zoning]
- C.** Hold Public Hearing and Consider the Ordinance Providing for the Rezoning Request from Agriculture and Open Space (AO) District to Residential, Primary (RP) District, the East 120.00 Feet of Lots 5, 6, and 7, Block 11, Faysville Townsite Subdivision, as Recorded in Volume 3, Page 20, Map Records, Hidalgo County, Texas, Located at 11508 North I-69C, as Requested by Victor Carreon. [Jaime Acevedo, Director of Planning & Zoning]
- D.** Hold Public Hearing and Consider the Ordinance Providing for the Special Use Permit for On-Premise Consumption of Alcoholic Beverages for Late Hours, Being Lot 10, Stoneworks Plaza Subdivision, Located at 4830 South Jackson Road, as Requested by Fidencio's LLC. [Jaime Acevedo, Director of Planning & Zoning]

9. ORDINANCES

- A.** Consider Ordinance Amending the Code of Ordinances of the City of Edinburg, Texas at Title III: Administration, Chapter 31 City Council to Include Rules of Decorum for Open Meetings, Chapter 551 Texas Government Code. [Josephine Ramirez Solis, City Attorney]
- B.** Consider Approving Ordinance Amending Section 50.05 Water Charges, Rates and Charges, Chapter 50 General Provisions of the Code of Ordinances by Adding Subsection (o) Reserve for Depreciation. [Ascencion Alonzo, Director of Finance]
- C.** Consider Approving Ordinance Amending Section 51.11 Responsibility for Payment and Special Collection Charges, Chapter 51 Solid Waste Management Collections of the Code of Ordinances by Adding Subsection (h) Reserve for Depreciation. [Ascencion Alonzo, Director of Finance]

10. AWARDING OF BID

- A.** Consider Awarding the Wastewater Treatment Plant No. 4 East & West Clarifier Equipment Replacement Project to Newman Regency Group through the Local Government Purchasing

Cooperative (TIPS) Contract No. 25010401 in the Amount Not to Exceed \$1,246,203.22 and Authorize the City Manager to Execute Any Documents Related Thereto. [Gerardo Carmona Jr., P.E., Director of Utilities]

11. CONTRACTUAL

- A.** Consider Authorizing the City Manager to Enter Into a Memorandum of Understanding (MOU) Between the University of North Texas at Dallas (UNT Dallas) and the City of Edinburg to House the Regional Director for the Peer Support Network at the Edinburg Police Department. [Jaime Ayala, Police Chief]

12. ELECTION

- A.** Discuss and Consider Possible Recommendations for Early Voting and Election Day Polling Locations to Submit to Hidalgo County for the City of Edinburg November 04, 2025 Municipal General Election. [Clarice Y. Balderas, City Secretary]

13. APPOINTMENTS

- A.** Consider Appointments to the Following City Advisory Boards, Councils, Commissions and Committees: All America City David Chavana 10K Advisory Board, One Member; Airport Advisory Board of South Texas International Airport of Edinburg, One Member; Zoning Board of Adjustment, One Member. [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 Awarding RFP No. 2025-07, On-Site Physical Examination for Firefighters to Life Extension Clinics, Inc. D/B/A Life Scan Wellness Centers in the Amount Not to Exceed \$74,948 and Authorize the City Manager to Enter Into a Medical Service Agreement Execute Any Documents Related Thereto. [Omar Garza, Fire Chief]
- B.** Consider Awarding Bid No. 2025-18, FY 24-25 Police Officer Cardiovascular Testing to Telemedicine Group DE LLC (Sigma Tactical Wellness) in an Amount Not to Exceed \$42,450.00 and Authorize the City Manager to Enter Into a Service Agreement Relating Thereto. [Jaime Ayala, Chief of Police]
- C.** Consider Resolution Authorizing the City Manager to Submit a Grant Application to the Apache Corporation, Under the Fiscal Year 2025-2026 Tree Grant Program, and Execute Any Grant Documents Relating Thereto. [Javier Garza, Director of Parks and Recreation]
- D.** Consider Authorizing the City Manager to Enter Into a Waterline Access Agreement with North Alamo Water Supply Corporation to Provide Fire Protection Services to Owassa Place Subdivision. [Gerardo Carmona Jr., P.E., Director of Utilities]
- E.** Consider Authorizing the City Manager to Enter Into a Counter-Part Agreement with North Alamo Water Supply Corporation (NAWSC) and a Two-Party Contract with Another Closet Self Storage E

Sak Edinburg LTD to Provide Water Service to SAKS Industrial Subdivision and Execute Any Documents Related Thereto. [Gerardo Carmona Jr., P.E., Director of Utilities]

- F. Consider Authorizing the City Manager to Enter Into a Counter-Part Agreement with North Alamo Water Supply Corporation (NAWSC) and a Two-Party Contract with ROTU Investments, LLC to Provide Water Service to Gunnar Bess Subdivision and Execute Any Documents Related Thereto. [Gerardo Carmona Jr., P.E., Director of Utilities]

15. OTHER BUSINESS

- A. Consider Rescheduling the Tuesday, August 05, 2025 Regular City Council Meeting to Monday, August 04, 2025. [Clarice Y. Balderas, City Secretary]
- B. 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. Consultation with City Attorney (§551.071. Consultation with Attorney; Closed Meeting; §551.087)
- B. Consultation with City Attorney and Possible Action Regarding Interlocal Agreement with Hidalgo County. (§551.071. Consultation with Attorney; Closed Meeting; §551.087)
- C. Consultation with City Attorney Regarding Employment Matters. (§552.074 Personnel Matters; §551.071 Consultation with Attorney; Closed Meeting.)
- D. Discussion and Possible Action Regarding Economic Development Matters (§551.071 Consultation with Attorney; §551.087 Deliberation Regarding Economic Development Negotiations; Closed Meeting.)
- E. 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. McColl Coves; 2. Owassa Rd. Project

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 27, 2025 at 5:45 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: July 1, 2025

PROCLAMATIONS/RECOGNITIONS

Agenda Item No: 5.A.

Presentation: Parks and Recreation

1. Agenda Item:

Presentation Recognizing the City of Edinburg Parks and Recreation Department 2025 Spring Season:

- Little League Softball Champions
- Little League All Stars Baseball & Softball District Champions

[Javier Garza, Director of Parks & Recreation]

2. Description:

The City of Edinburg Parks & Recreation Department would like to recognize the teams' efforts they accomplished during the Little League Baseball & Softball Spring Season. A total of 139 teams competed within all age division brackets. The following teams emerged as the League Champions. We also want to congratulate the All-Star Baseball & Softball District Champions.

The Edinburg City Council would like to thank the Parks & Recreation Department for all of their hard work and congratulate all of the Little League Baseball and Softball participants.

Age Division Softball Team Name

5/6	Lady Islanders
7/8	Lady Vaqueros
9/10	Lady Longhorns
11/12	Lady Bobcats

All Star District Champions

11/12	Softball	Edinburg Red Team
11/12	Baseball	Edinburg Red Team
13/14	Baseball	Juniors

3. Staff's Recommendation:

Recognize the City of Edinburg Parks & Recreation Department 2025 Spring Season: Little League Softball Champions; Little League All Stars Baseball & Softball District Champions.

Reviewed by:

Javier Garza, Director of Parks and Recreation
Jesus Saenz, Assistant City Manager

Prepared by:

Lee Tamez, Recreation
Supervisor

Attachments:

A. Little League Softball Winners



Little League Softball

5/6 Age Division:

Team: Lady Islanders
Head Coach: Sam Villalobos
Team Members: Olivia Villalobos
Kazlynn Torres
Isabella Alaniz
Ayden Rodriguez
Eiza Gonzalez
Violeta Gonzalez
Devanee Mendoza
Nia Randle
Becca San Miguel
Ximena Trevino
Sophia Duarte
Aubrey Ruiz
Charlotte Ramos

9/10 Age Division:

Team: Lady Longhorns
Head Coach: Gilbert Sanchez
Asst. Coach: Kelby Forbes
Asst. Coach: Luis Munoz
Team Members: Brooklyn Reyes
Mia Sanchez
Lauren Munoz
Lyla Forbes
Mylah Rodriguez
Denaly Reyes
Alanah Rivera
Maritza Davila
Skylar Reyes
Dalilah Celedon
Valentina Salazar
Karolina Cardenas

7/8 Age Division:

Team: Lady Vaqueros
Head Coach: Julio Rodriguez
Asst. Coach: Omar Govea
Asst. Coach: Vita James
Team Members: Juliette Rodriguez
Kylinn James
Ximena Govea
Kataleya Fonseca
Zeve Vasquez
Keira Price
Eiza Estrada
Romina Castillo
Sofia Gonzalez
Regina Gonzalez
Melanie Bajo
Yadira Bajo

11/12 Age Division:

Team: Lady Bobcats
Head Coach: Frank Zuniga
Asst. Coach: Marcos Gallardo
Asst. Coach: Maggie Gonzalez
Team Members: Callie Gallardo
Denise Gallardo
Bailee Gallardo
Rihanna Gonzalez
Laura Zuniga
Isabella Montemayor
Emilia Anzaldua
Maya Arispe
Aaliyah Calderon
Karelyna Munoz
Mia Zapata
Ximena Gonzalez





CITY OF EDINBURG - CITY COUNCIL

Meeting Date: July 1, 2025

PROCLAMATIONS/RECOGNITIONS

Agenda Item No: 5.B.

Proclamation: Atanacio Garza†

1. Agenda Item:

Presentation of Proclamation Recognizing Atanacio Garza† as Requested by Cynthia Garza.
[Clarice Y. Balderas, City Secretary]

2. Description:

Mr. Atanacio Garza† proudly served the City of Edinburg for over two decades, through EMS. He worked side by side with the fire and police departments, saving countless lives.

Mr. Garza† gave back to the community in many ways. He supported every 5K run in the area, provided standbys at city events and special occasions, and made sure his team was ready to help at any moment. Beyond emergency services, Mr. Garza†, organized school events like poster contests for elementary students.

The Edinburg City Council would like to recognize Atanacio Garza† for his many years of service and dedication.

3. Staff's Recommendation:

Present Proclamation Recognizing Atanacio Garza†, for his many years of service and dedication.

Reviewed by:

Clarice Balderas, City Secretary

Prepared by:

Maria Ortiz, Administrative
Assistant

Attachments:

A. Proclamation: Atanacio Garza†

PROCLAMATION



ATANACIO GARZA†

WHEREAS, on January 12, 1952, Atanacio Garza† was born to Demetrio Garza† and Refugia Esparza† in Edinburg, Texas; and,

WHEREAS, Atanacio Garza† had a desire to serve others, he volunteered in Elsa, Tx. where he found his calling for Emergency Medical Service; and,

WHEREAS, in the summer of 1979, Mr. Garza† made the bold decision to acquire an ambulance and started Garza EMS, operating a single ambulance out of his residence; and,

WHEREAS, in 1982, Mr. Atanacio Garza† met with Edinburg Fire Chief Johnny Economedes, to discuss if he was willing to purchase two more ambulances and become the official 911 EMS service for the City of Edinburg; and,

WHEREAS, Mr. Garza† proudly served the City of Edinburg for over two decades, through EMS. He worked side by side with the fire and police departments, saving countless lives. He trained and worked with some of the best medics, and was deeply respected, admired and known to many as “Mr. G”; and,

WHEREAS, Mr. Garza† gave back to the community in many ways; he provided standbys for every 5K run, city events and special occasions, with his team always ready to help. Beyond emergency services, Mr. Garza† organized school events like poster contests for elementary students awarding 1st, 2nd, and 3rd place prizes with bikes, and he always treated the winners to lunch at Hec-N-Bec; and,

WHEREAS, Mr. Garza’s† passion was family and his life in EMS. He freely gave his time, resources, and talents, quietly improving the lives of others without ever seeking recognition. His legacy is one of love, service, and strength; and,

WHEREAS, the love and unbreakable bond he shared with his wife Aurora Maria Garza† until her passing in 2010 was a beautiful, lifelong journey, spanning over forty years. The unwavering love for his family was a beacon of inspiration; and,

WHEREAS, Mr. Garza† was a devoted father, a doting grandfather, and a great-grandfather who valued family, always planning memorable vacations, inviting family and friends on fishing trips, never missing a family event, and capturing every moment through photographs; and,

WHEREAS, Mr. Garza was always working on a project whether crafting trauma bags, oral airway bags, or tinkering with old cameras. His curiosity and passion for learning were contagious, he inspired those around him to explore and discover new things; and,

WHEREAS, on June 9, 2025, Atanacio Garza, passed away surrounded by the love of his family. A man of deep faith and boundless integrity, his generosity was a testament to the power of giving and the impact one person can have on so many in every aspect of life. He will be deeply missed, but his spirit will live on through the countless lives he touched and the community he helped build.

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

ATANACIO GARZA†

for his years of service and his love for his community.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Edinburg, Texas, a Municipal Corporation, to be affixed on this the 1st day of July, 2025.

CITY OF EDINBURG, TEXAS

ATTEST:

By: _____
Ramiro Garza, Jr., Mayor

By: _____
Clarice Y. Balderas, City Secretary





CITY OF EDINBURG - CITY COUNCIL

Meeting Date: July 1, 2025

PROCLAMATIONS/RECOGNITIONS

Agenda Item No: 5.C.

Presentation of Employee of the Month

1. Agenda Item:

Present the Recipient for the Employee of the Month Award for the Month of May, 2025. [Erica A. Balli, Director of Human Resources/Civil Service]

2. Description:

The City of Edinburg Employee Engagement Committee assists in promoting employee appreciation and recognition. The City would like to recognize the recipient of the Employee of the Month for the month of May, 2025.

The recipient for the month of May, 2025 is Jose I. Mancha, Custodian of the Building Maintenance Department.

Mr. Mancha has been employed by the City since 2014. He has consistently gone above and beyond his regular job duties and responsibilities. He always has a positive attitude and exemplifies professionalism and a strong work ethic.

The Edinburg City Council would like to recognize Jose I. Mancha for being a loyal, dedicated employee of the City of Edinburg.

3. Staff's Recommendation:

Present the Recipient for the Employee of the Month Award for the Month of May, 2025..

Reviewed by:

Nelda Ramirez, Assistant City Manager

Prepared by:

Erica Balli, Director of
Human Resources

Attachments:

None



CITY OF EDINBURG - CITY COUNCIL

Meeting Date: July 1, 2025

PRESENTATION AND REPORT

Agenda Item No: 7.A.

Downtown Parking Garage Schematic Design Presentation

1. Agenda Item:

Presentation and Possible Action on Downtown Parking Garage Schematic Design. [Mardoqueo Hinojosa, P.E., City Engineer]

2. Description:

The Downtown Parking Garage will be located at 201 N. Closner Boulevard in Edinburg, Texas. This three-story facility will provide approximately 268 parking spaces and will include exterior pavers and sidewalk enhancements to improve pedestrian access and visual appeal. The garage is designed to support the growing needs of downtown Edinburg, offering convenient parking for key attractions such as the Promenade Park Amphitheater, Edinburg ACE, and the surrounding downtown district.

The presentation will provide a project update on design and request approval to move to the design development stage. The Construction Document Phase would follow thereafter. Project construction is anticipated for late September.

3. Staff's Recommendation:

Staff recommends approval of Downtown Parking Garage Schematic Design and proceeding with the Design Development Phase.

Reviewed by:

Tomas Reyna, Assistant City Manager

Prepared by:

Mardoqueo Hinojosa, City Engineer

Attachments:

A. GROUND VIEW





CITY OF EDINBURG - CITY COUNCIL

Meeting Date: July 1, 2025

PUBLIC HEARINGS

Agenda Item No: 8.A.

Hold Public Hearing on the Proposed CDBG FY 2025-2026 Annual
Action Plan

1. **Agenda Item:**

Hold Public Hearing on the Proposed Community Development Block Grant Fiscal Year 2025-2026 Annual Action Plan as Recommended by the Community Development Council. [Claudia L. Farias, Director of Grants Administration]

2. **Description:**

The U.S. Department of Housing and Urban Development (HUD) requires local jurisdictions to prepare and submit an Annual Action Plan (AAP) in order to receive Community Development Block Grant (CDBG) funds. The AAP outlines the activities that will be undertaken with CDBG funds to meet the objectives set in the 2023-2027 Consolidated Plan.

The FY 2025-2026 AAP budget is comprised of \$1,259,616 of entitlement funding, \$55,000 in program income, and \$61,743.15 in reprogramming of funds from FY 2023-2024 CDBG Program. The total combined budget is \$1,376,359.15 for departmental projects and for public service agency projects.

In accordance with the Citizen Participation Plan, the Community Development Council (CDC) held a public hearing on March 27, 2025 to solicit input on the City's community development needs. The second public hearing was held by City Council on June 3, 2025. The purpose of this final public hearing is to continue to solicit public comments on the projects that have been recommended for funding.

All projects selected have been reviewed and deemed eligible by staff, in accordance with appropriate federal regulations, pending final approval from HUD. The proposed CDBG FY 2025-2026 AAP is available for public review and comment for a 30-day period that started June 11, 2025 and ends on July 11, 2025. All comments received will be attached to the AAP for submission to HUD. The AAP will be submitted to HUD on or before Aug. 16, 2025 for approval.

3. **Staff's Recommendation:**

Hold Public Hearing on the Proposed Community Development Block Grant Fiscal Year 2025-2026 Annual Action Plan as recommended by the Community Development Council.

Reviewed by:

Nelda Ramirez, Assistant City Manager

Prepared by:

Claudia Farias, Director of
Grants Administration

Attachments:

- A. FY 2025-2026 CDBG Executive Summary - Submitted Applications
- B. FY 2025-2026 CDBG Proposed Funding Allocations
- C. FY 2023-2024 CDBG Fund Reprogramming

EXECUTIVE SUMMARY
FY 2025-2026 CDBG FUNDING REQUESTS
DEPARTMENTS

PROJECT NAME	PROJECT DESCRIPTION	ELIGIBLE	REQUEST AMOUNT
ENGINEERING			
Building Maintenance - Fountain Center Roof Rehabilitation	Re-roof the existing roof over the Fountain Center with a Spray Polyurethane Foam System and Fluid Applied Elastomeric Roof Coating to approximately 1,200 square feet area. The system will carry a 20-year manufacture warranty on the material and workmanship. The proposed SPF system is intended to address existing roof challenges, improve energy efficiency, and extend the service life of the building's roof.	Yes	\$114,950.00
FIRE DEPARTMENT			
Rehabilitation of Fire Station No. 3 - Phase II	The project is a continuation of the rehabilitation of the existing 40 year old fire station to improve its functionality, efficiency and overall safety. The rehabilitation will update the facility to meet current building codes and standards, enhancing the living and working conditions for firefighters. The project consists of the following: Professional Services: Professional engineering services (\$25,000) Living Quarters - Improve living quarters to include sleeping area and custom built lockers. (\$7,245) Bathroom Facilities: Add Shower, urinal, new sinks, vanity, toilets, exhaust, light fixtures (\$30,187) Kitchen Facility: Strip and paint kitchen cabinets. (\$4,670.50) Garage Doors: Remove and install 6 new garage doors with motors and keypads. (\$24,150) ADA Accessibility: Add ramps to be ADA compliant. (\$9,660) Painting: Paint exterior and interior of station including painting of apparatus area ceiling and floor. (\$30,187.50) Replace flooring: Remove old floor and install new VTC flooring. (\$12,275) Lighting: Add new energy efficient lighting fixtures throughout the station. (\$12,275) Ceiling Tiles: Remove all existing tiles and grid. Add new ceiling tiles and grid throughout the station. (\$12,275) Apparatus Area: Repair large crack in rear of apparatus room which may require to be backfilled (void area) underneath concrete. (\$15,000) Concrete Repairs and Re-stripping: Repair damaged concrete sections at the rear of the fire station to ensure a safe and stable surface for vehicle and pedestrian traffic. The repairs include removing existing deteriorated concrete and replacing/preparing the subbase by pouring new concrete to meet safety and durability standards. Additionally, the area will be re-stripped to designate parking spaces, fire lanes and pedestrian walkways, ensuring compliance with safety regulations and improving overall accessibility. (\$65,000)	Yes	\$260,000.00
PARKS & RECREATION DEPARTMENT			
De Zavala Elementary City/School Park Fitness Court	The project consists of the construction of a Fitness Court at De Zavala City/School Park, including permanently affixed exercise and weight lifting equipment, flooring, and a cement base. Installation of the Fitness Court will be completed by City staff. Cement Base must be contracted out through City procurement	Yes	\$150,000.00
UTILITIES DEPARTMENT			
Smart Water Meter Replacement	The project consists of replacing standard water meters by purchasing and installing new smart water meters. The installation will be completed by City staff. The smart water meters are equipped to conserve and better manage water.	Yes	\$200,000.00
GRANTS ADMINISTRATION			
Housing Rehabilitation/ Reconstruction Program	Funding will assist five (5) low-to-moderate-income families by rehabilitating or reconstructing their homes. Project expenses may include Design Plans & Specifications, Windstorm Plans, loan underwriting, attorney closing fees, title search, recording fees, demolition and construction costs, and other applicable costs associated with undertaking the project	Yes	\$783,760.00
Housing Administration	Staff costs for salaries, fringe benefits, and operations for the implementation of the rehabilitation/reconstruction activities through the Housing Assistance Program.	Yes	\$55,000.00
Emergency Rental Assistance Program	The Emergency Rental Assistance Program will provide up to three (3) consecutive months of rental assistance to qualified applicants living inside city limits. To be eligible for this rental assistance, applicants must provide evidence of rental arrears and/or impending eviction caused by a financial hardship. The program is intended for individuals to remain stably housed after the temporary assistance ends, and to serve as a bridge to long term stability.	Yes	\$125,000.00
TOTAL DEPARTMENTAL REQUESTS			\$1,688,710.00

220000
\$1,908,710.00

EXECUTIVE SUMMARY
FY 2025 - 2026 CDBG FUNDING REQUESTS
PUBLIC SERVICE AGENCIES

ENTITY	PROJECT DESCRIPTION	ELIGIBLE	REQUEST AMOUNT
Amigos Del Valle, Inc.	Funding request will provide free home delivered meals to forty (40) eligible seniors that reside in the city limits of Edinburg for 251 days to continue living a healthy, productive and independent lives.	Yes	\$65,000.00
C.A.M.P. University	The program provides an opportunity for special needs adults who have graduated high school to continue developing life and social skills. The purpose of this program is to promote independence through social situations, self-care, continued academic study and practical life skills training. Funding request will pay for salary of Education Specialists, Lead Teachers, and Teachers	Yes	\$15,000.00
Capable Kids Foundation, Inc.	The program provides individuals with disabilities in Edinburg with access to adaptive sports, social activities, and life skills training. Funding request will pay for salaries of program staff, including instructor, and life skills trainers. These staff members will be responsible for leading adaptive sports sessions, facilitating life skills training, and organizing community education activities.	Yes	\$3,500.00
TOTAL PUBLIC SERVICE REQUESTS			\$83,500.00



FY 2025-2026 CDBG ALLOCATION:	\$ 1,259,616.00
ESTIMATED PROGRAM INCOME:	\$ 55,000.00
FY 2023-2024 REPROGRAMMING OF FUNDS:	\$ 61,743.15
TOTAL ANTICIPATED REVENUES:	\$ 1,376,359.15
CDBG PROGRAM ADMINISTRATION:	\$ 223,607.15
	\$ 1,152,752.00

DEPARTMENT / PROJECT	PROJECT DESCRIPTION	* Beneficiaries	*Comments	FUNDING REQUEST	STAFF'S RECOMMENDATION	CDC RECOMMENDATION ON MAY 14, 2025
GRANTS ADMINISTRATION						
Program Administration	CDBG Administration - Provide oversight, monitoring and administration functions of CDBG funded projects.			\$223,607.15	\$223,607.15	\$223,607.15
GRANTS ADMINISTRATION						
Housing Reconstruction Program	Provide funding for 5 single-family, owner-occupied housing reconstruction assistance to residents. * Recommendation is for the reconstruction of 3 homes.	3 Housing Units	*	\$783,760.00	\$465,942.00	\$465,942.00
Housing Administration	Administration - Costs associated with the administration implementation and oversight of the Housing Assistance Program.			\$55,000.00	\$55,000.00	\$55,000.00
Emergency Rental Assistance Program	The Emergency Rental Assistance Program provides rental assistance to households who are facing eviction and would otherwise become homeless. It is intended for individuals to remain stably housed after the temporary assistance ends, and to serve as a bridge to long term stability.	20 Families		\$125,000.00	\$90,000.00	\$90,000.00
BUILDING MAINTENANCE						
Fountain Center Roof Rehabilitation	Re-roof the existing roof over the Fountain Center with a Spray Polyurethane Foam System and Fluid Applied Elastomeric Roof Coating to approximately 1,200 square feet area. The system will carry a 20-year manufacture warranty on the material and workmanship. The proposed SPF system is intended to address existing roof challenges, improve energy efficiency, and extend the service life of the building's roof.	6,655 People		\$114,950.00	\$114,950.00	\$114,950.00
FIRE DEPARTMENT						
Rehabilitation of Fire Station No. 3 Phase II	The project is a continuation of the rehabilitation of the existing 40 year old fire station to improve its functionality, efficiency and overall safety. The rehabilitation will update the facility to meet current building codes and standards, enhancing the living and working conditions for firefighters. <u>*Recommendation to fund is for the 6 project elements below:</u> <u>Professional Services (\$25,000):</u> Professional engineering services <u>Garage Doors (\$24,150):</u> Remove and install 6 new garage doors with motors and keypads. <u>ADA Accessibility (\$9,660):</u> Add ramps to be ADA compliant. <u>Lighting (\$12,275):</u> Add new energy efficient lighting fixtures throughout the station. <u>Ceiling Tiles (\$12,275):</u> Remove all existing tiles and grid. Add new ceiling tiles and grid throughout the station. <u>Concrete Repairs and Re-striping (\$65,000):</u> Repair damaged concrete sections at the rear of the fire station to ensure a safe and stable surface for vehicle and pedestrian traffic. The repairs include removing existing deteriorated concrete and replacing/preparing the subbase by pouring new concrete to meet safety and durability standards. Additionally, the area will be re-stripped to designate parking spaces, fire lanes and pedestrian walkways, ensuring compliance with safety regulations and improving overall accessibility. The proposed project elements below are not recommended for funding: Living Quarters - Improve living quarters to include sleeping area and custom built lockers. (\$7,245) Bathroom Facilities: Add Shower, urinal, new sinks, vanity, toilets, exhaust, light fixtures (\$30,187) Kitchen Facility: Strip and paint kitchen cabinets. (\$4,670.50) Landscaping: Irrigation System, Grass, new follower beds, lighting outside (\$12,075) Painting: Paint exterior and interior of station including painting of apparatus area ceiling and floor. (\$30,187.50) Replace flooring: Remove old floor and install new VTC flooring. (\$12,275) Apparatus Area: Repair large crack in rear of apparatus room which may require to be backfilled (void area) underneath concrete. (\$15,000)	13,255 People	*	\$260,000.00	\$148,360.00	\$148,360.00

PARKS & RECREATION DEPARTMENT						
De Zavala Elementary City/School Park Fitness Court	The project consists of the construction of a Fitness Court at De Zavala City/School Park, including permanently affixed exercise and weight lifting equipment, flooring, and a cement base. Installation of the Fitness Court will be completed by City staff. Cement Base must be contracted out through City procurement process. * Staff's Recommendation: Fund as a Secondary Project at \$150,000.	32,070 People	*	\$150,000.00	\$0.00	\$150,000.00
UTILITIES DEPARTMENT						
Smart Water Meters Replacement	The project consists of replacing standard water meters by purchasing and installing new smart water meters. The installation will be completed by City staff. The smart water meters are equipped to conserve and better manage water. *CDC's Recommendation is to fund \$50,000 (156 Units) and fund as Secondary Project at \$150,000 (468 Units)	6,730 People 625 Units	*	\$200,000.00	\$200,000.00	\$50,000.00
TOTAL DEPARTMENTAL REQUESTS				\$1,912,317.15	\$1,297,859.15	\$1,297,859.15
PUBLIC SERVICE AGENCIES						
Amigos Del Valle, Inc.	Funding request will provide free home delivered meals to thirty-six (36) eligible seniors for 251 days to continue living a healthy, productive and independent lives.	36 People		\$65,000.00	\$60,000.00	\$60,000.00
C.A.M.P. University	The program provides an opportunity for special needs adults who have graduated high school to continue developing life and social skills. The purpose of this program is to promote independence through social situations, self-care, continued academic study and practical life skills training. Funding request will pay for salary of Education Specialists, Lead Teachers, and Teachers. A total of eight (8) beneficiaries who live inside the City limits of Edinburg will be assisted.	8 People		\$15,000.00	\$15,000.00	\$15,000.00
Capable Kids Foundation, Inc.	The program provides individuals with disabilities in Edinburg with access to adaptive sports, social activities, and life skills training. Funding request will pay for salaries of program staff, including instructor, and life skills trainers. These staff members will be responsible for leading adaptive sports sessions, facilitating life skills training, and organizing community education activities that will benefit three (3) beneficiaries who live in the City limits of Edinburg.	3 People		\$3,500.00	\$3,500.00	\$3,500.00
TOTAL PUBLIC SERVICE REQUESTS				\$83,500.00	\$78,500.00	\$78,500.00
TOTAL REQUESTS				\$1,995,817.15	\$1,376,359.15	\$1,376,359.15

SECONDARY PROJECT			
DEPARTMENTAL/ PUBLIC SERVICE AGENCY	PROJECT DESCRIPTION		FUNDING REQUEST
Utilities Department	The project consists of replacing standard water meters by purchasing and installing new smart water meters. The installation will be completed by City staff. The smart water meters are equipped to conserve and better manage water.	6,730 People 468 Units	\$150,000.00
TOTAL AMOUNT			\$150,000.00

NOTE: In an effort to effectuate the timely and proper expenditure of funds, the City may adopt a number of secondary projects as part of the Annual Action Plan. A secondary project shall be initiated in the event that a primary project meets unforeseen obstacles to timely implementation and expenditure of appropriated funds. Funding may also be reprogrammed from the primary project and redirected to the selected secondary project for initiation of the activity.

**CITY OF EDINBURG
GRANTS ADMINISTRATION DEPARTMENT
CDBG REPROGRAMMED FUNDS REPORT
FISCAL YEAR ENDING SEPTEMBER 30, 2024**

AVAILABLE FUNDS FOR REPROGRAMMING			
PROJECT NAME	ORIGINAL BUDGET	PROJECT EXPENDITURES	REMAINING BALANCE
Program Administration - FY 2023-2024 (49th)	\$ 227,000.67	\$ 196,828.32	\$ 30,172.35
Comfort House - FY 2023-2024 (49th)	\$ 3,000.00	\$ 2,870.45	\$ 129.55
Women Together - FY 2023-2024 (49th)	\$ 10,000.00	\$ 9,999.94	\$ 0.06
Emergency Rental Assistance Program - FY 2023-2024 (49th)	\$ 100,000.00	\$ 99,753.64	\$ 246.36
Personal Protective Equipment (PPE) - FY 2023-2024 (49th)	\$ 234,739.00	\$ 223,421.00	\$ 11,318.00
Unappropriated Entitlement Funds - FY 2023-2024 (49th)			\$ 19,876.83
Totals			\$ 61,743.15

PROPOSED PROGRAMMING OF AVAILABLE FUNDS	
PROJECT NAME	AMOUNT
Reprogram with FY 2025-2026 Annual Action Plan	\$ 61,743.15
Totals	\$ 61,743.15

Note: Unappropriated Entitlement Funds is excess program income.



CITY OF EDINBURG - CITY COUNCIL

Meeting Date: July 1, 2025

PUBLIC HEARINGS

Agenda Item No: 8.B.

Rezoning Request - Hector and Elma Dominguez

1. **Agenda Item:**

Hold Public Hearing and Consider the Ordinances Providing for the Comprehensive Plan Amendment from Auto-Urban Uses to Neighborhood Commercial Uses and the Rezoning Request from Residential, Primary (RP) District to Commercial, Neighborhood (CN) District, All Of Lot 6, Canton Heights Unit No. 1 Subdivision, Located at 1101 East Canton Road, as Requested by Hector and Elma Dominguez. [Jaime Acevedo, Director of Planning & Zoning]

2. **Description:**

This property is located on East Canton Road, approximately 586 feet west of South Veterans Boulevard. The property has 137 feet of frontage along East Canton Road and a lot depth of 160 feet for a total lot area of approximately 21,920 square feet. 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 requested zoning designation is the Commercial, Neighborhood (CN) District, which is intended to provide small neighborhood shopping opportunities and services in areas that are largely residential in use. There is an existing residential home at this location.

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

Staff mailed a notice of the public hearing to 22 neighboring property owners on Friday, May 30, 2025, and received 2 comments in favor and 1 against this request at the time this report was prepared. Notice of this public hearing was published in the newspaper on June 11, 2025.

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

On June 12, 2025, the Planning & Zoning Commission recommended with a unanimous vote of 4-0 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 Neighborhood Commercial Uses and the Rezoning Request from Residential, Primary (RP) District to Commercial, Neighborhood (CN) 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

Prepared by:

Rita Guerrero, Assistant
Director of Planning and
Zoning

Attachments:

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

MEETING DATES:
PLANNING & ZONING COMMISSION – 06/12/25
CITY COUNCIL – 07/01/25
DATE PREPARED – 06/05/25

STAFF REPORT
GENERAL INFORMATION

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

APPLICANT: Hector and Elma Dominguez

AGENT: Not Applicable

LEGAL: All Of Lot 6, Canton Heights Unit No. 1 Subdivision

LOCATION: Located at 1101 East Canton Road

LOT/TRACT SIZE: 21,920 square feet

CURRENT USE: Single-Family Residential

PROPOSED USE: Neighborhood Commercial Plaza

EXISTING ZONING: Residential, Primary (RP) District

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

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 Neighborhood Commercial Uses and the Rezoning Request from Residential, Primary (RP) District to Commercial, Neighborhood (CN) District.

**REZONING REQUEST
HECTOR AND ELMA DOMINGUEZ**

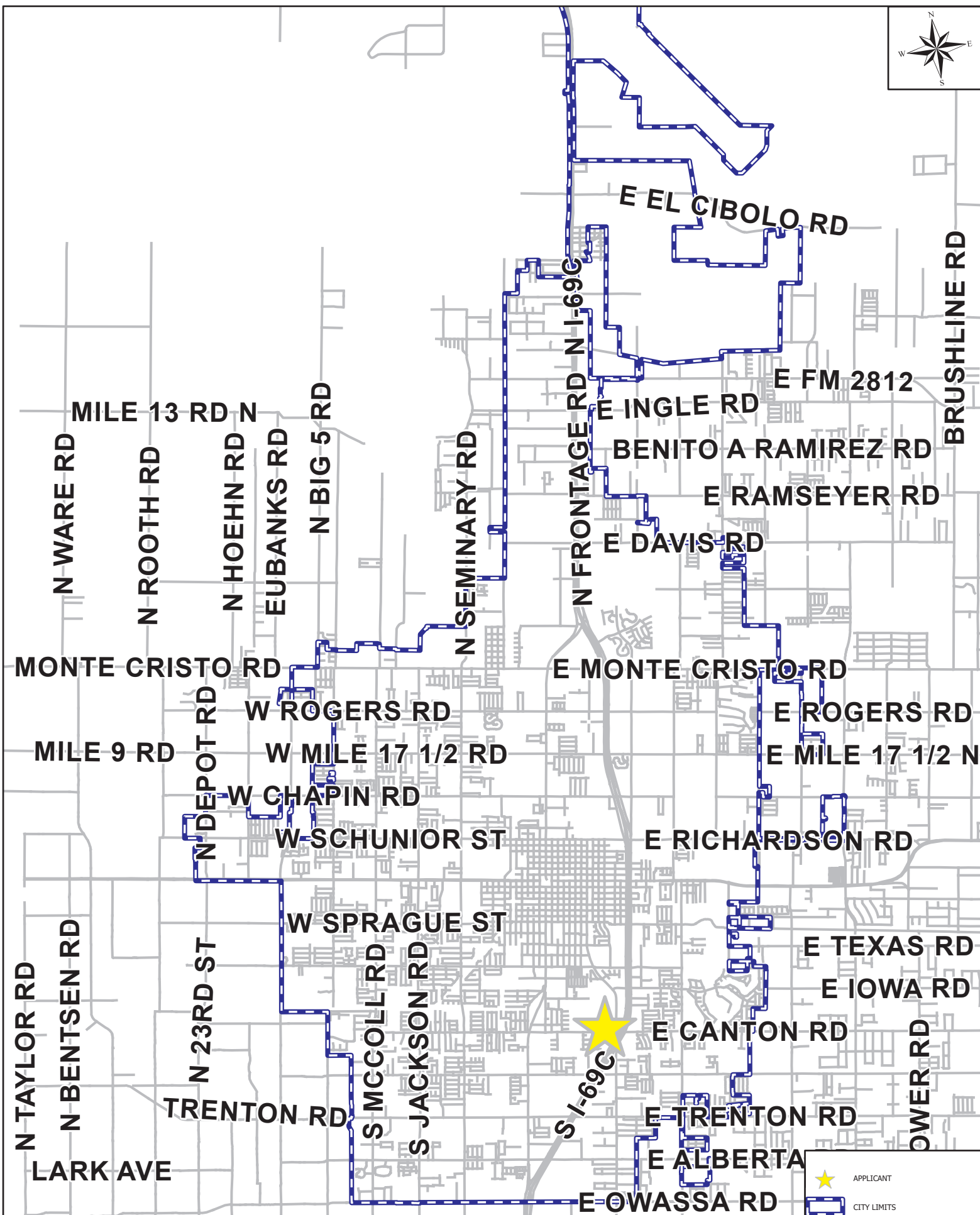
EVALUATION

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 commercial uses.
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 Neighborhood Commercial Uses and the Rezoning Request from Residential, Primary (RP) District to Commercial, Neighborhood (CN) 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 22 neighboring property owners on Friday, May 30, 2025, and received 2 comments in favor and 1 against this request at the time this report was prepared. Notice of this public hearing was published in the newspaper on June 11, 2025.



★ APPLICANT
□ CITY LIMITS



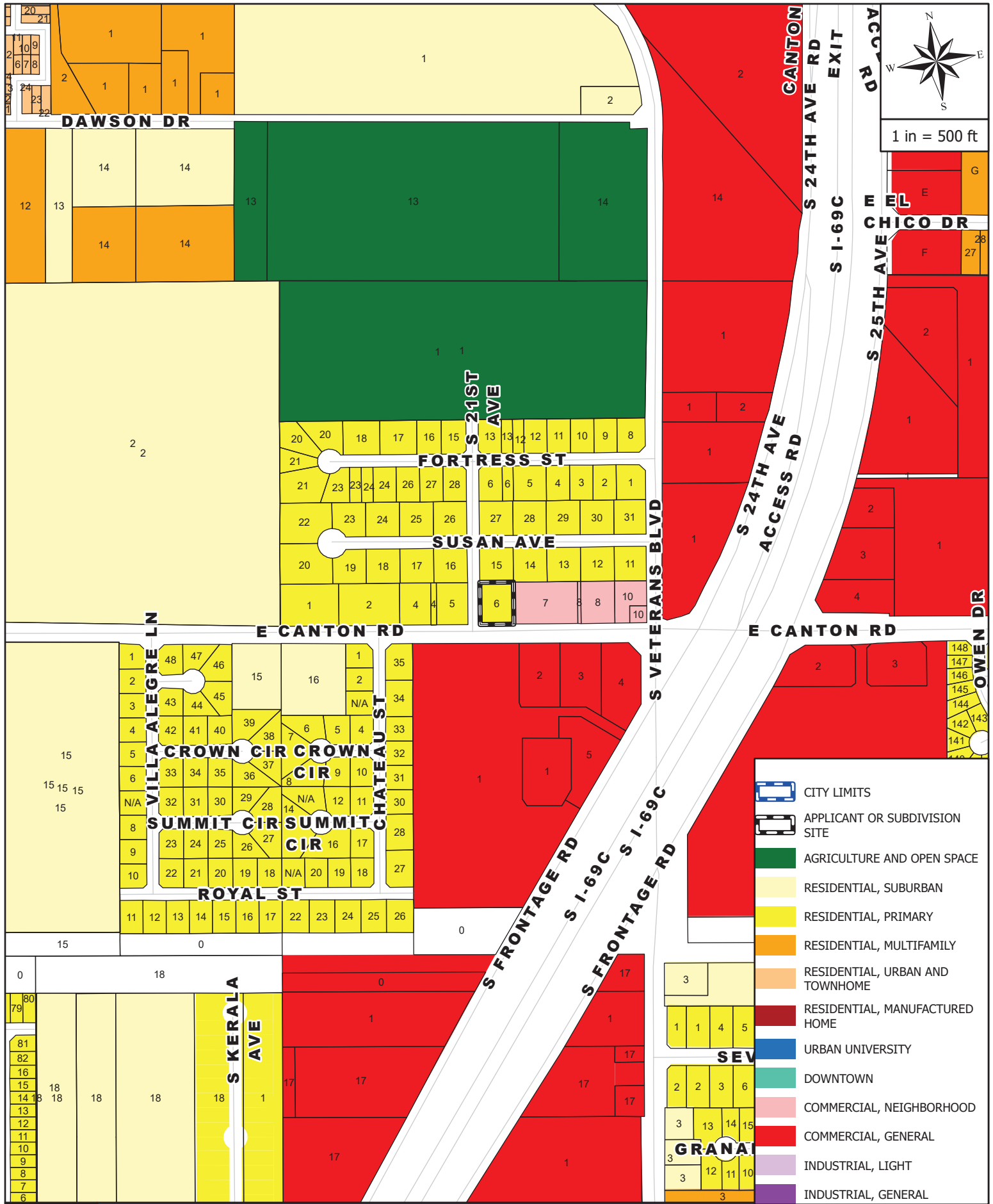
1 in = 500 ft

AERIAL MAP

APPLICANT AND/OR SUBDIVISION:

RZNE-2025-0277 1101 E CANTON

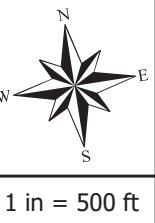
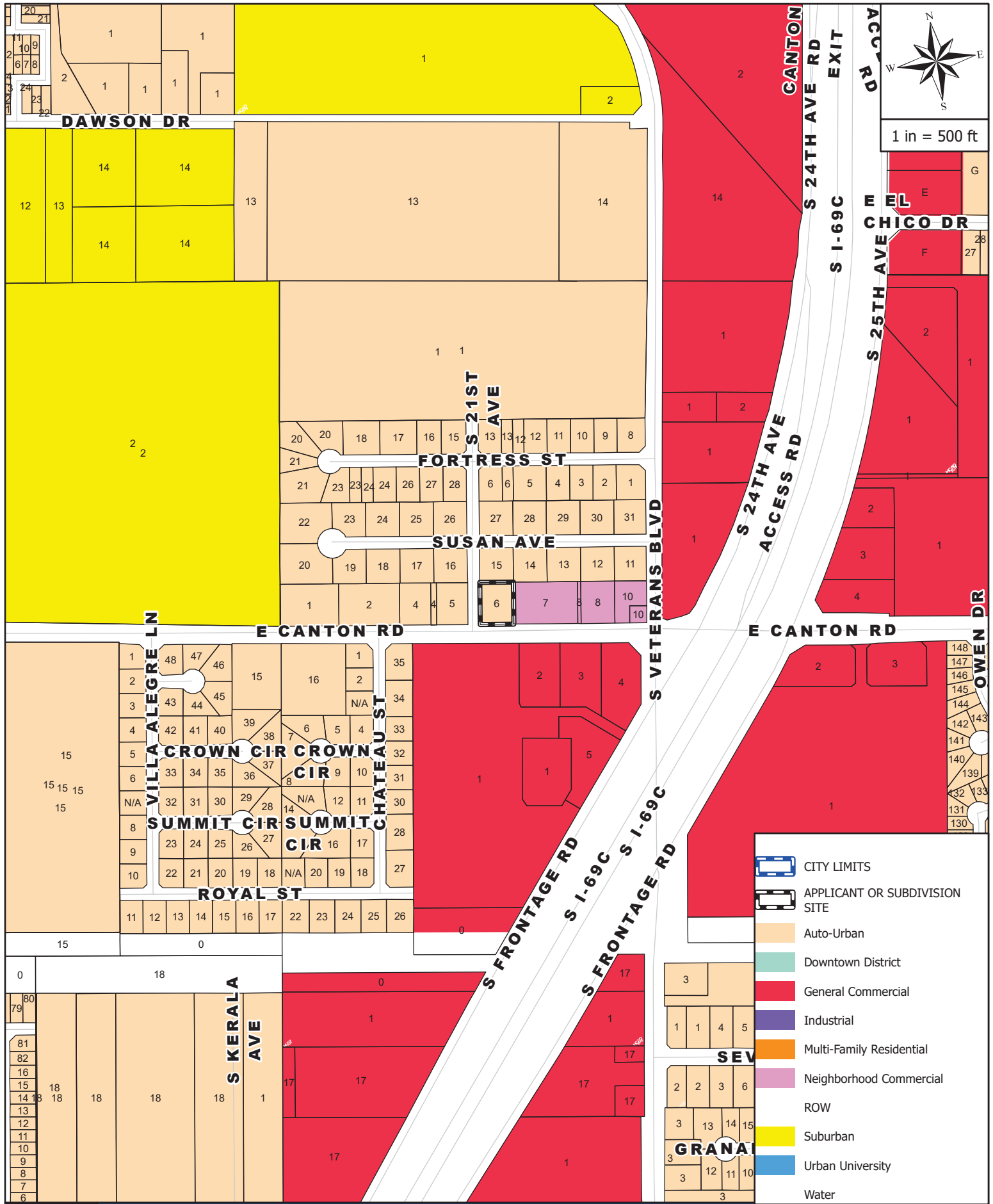


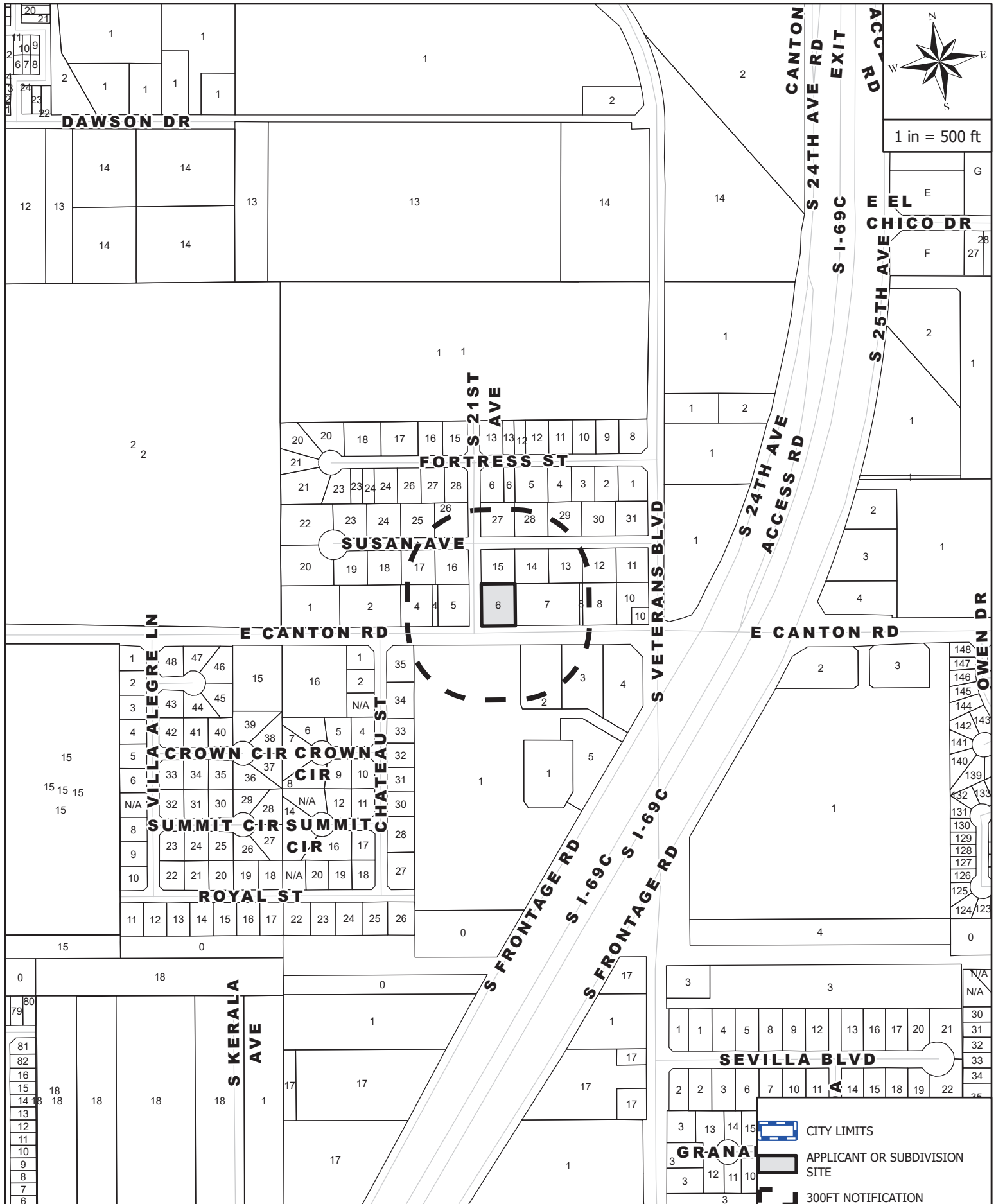


ZONING MAP

APPLICANT AND/OR SUBDIVISION:

RZNE-2025-0277 1101 E CANTON





MAILOUT AND SITE MAP

APPLICANT AND/OR SUBDIVISION:

RZNE-2025-0277 1101 E CANTON



Rezoning Request Site Photo

Hector and Elma Dominguez
1101 East Canton Road



**ZONE CHANGE
 APPLICATION**

Today's Date: 5/9/2025
RZNE-2025-0279

Case # : _____

OWNER INFORMATION

Name: Hector Dominguez Phone No. : 956-720-5528
 Contact Name: Hector Dominguez
 Mailing Address: 1101 E. Canton Rd. City: Edinburg Zip: 78539
 Email Address: HECDOMINGUEZ801@GMAIL.COM

APPLICANT INFORMATION

Name: Same as Above Phone No. : _____
 Contact Name: _____
 Mailing Address: _____ City: _____ Zip: _____
 Email Address: _____

PROPERTY INFORMATION

Address/Location being Rezoned: 1101 E. Canton Rd. Edinburg
 Legal Description of Property: _____ Property ID(s): _____
All of Lot 6, Canton Heights Unit No. 1
 Zone Change: From: Residential To: Neighborhood
 Existing Land Use: Residential Homesite Commercial
 Reason for Zone Change: Build a friendly Neighborhood
COMMERCIAL PLAZA

Hector Dominguez
 (Please Print Name)

Hector Dominguez
 Signature

AMOUNT PAID \$ _____ RECEIPT NUMBER _____
RECEIVED 5-9-25 By [Signature]

PUBLIC HEARING DATE (PLANNING & ZONING COMMISSION) - 5:30 PM : June 12, 2025
 PUBLIC HEARING DATE (CITY COUNCIL) - 6:00 PM : July 1, 2025
 (NOTE: BOTH MEETINGS ARE HELD AT THE EDINBURG CITY COUNCIL CHAMBERS)

THE CITY OF
Edinburg
NOTIFICATION

Dear Property Owner:

A public hearing will be held on **Thursday, June 12, 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 NEIGHBORHOOD COMMERCIAL USES AND THE REZONING REQUEST FROM RESIDENTIAL, PRIMARY (RP) DISTRICT TO COMMERCIAL, NEIGHBORHOOD (CN) DISTRICT, ALL OF LOT 6, CANTON HEIGHTS UNIT NO. 1 SUBDIVISION, LOCATED AT 1101 EAST CANTON ROAD, AS REQUESTED BY HECTOR AND ELMA DOMINGUEZ

This district provides 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.

This request is scheduled to be heard by the **City Council on Tuesday, July 1, 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, June 11, 2025
EMAIL: planning@cityofedinburg.com by Wednesday, June 11, 2025

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

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

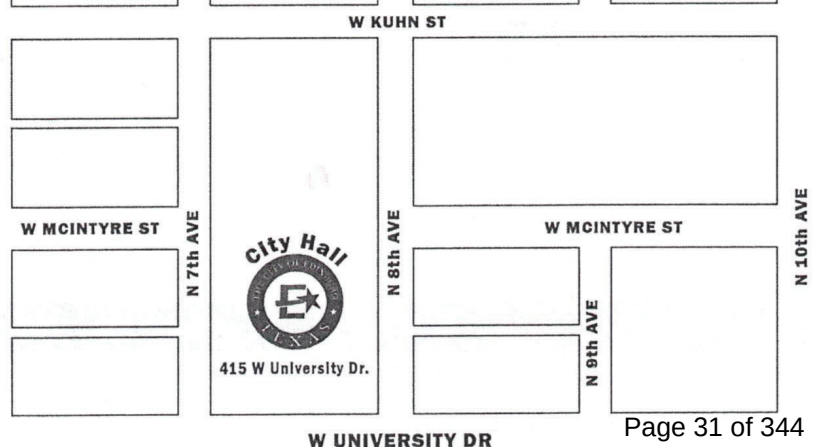
Comments: _____

Print Name: Hector & ELMA Dominguez Phone No. 956 720 5528
Address: 1101 E. CANTON Rd. 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

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

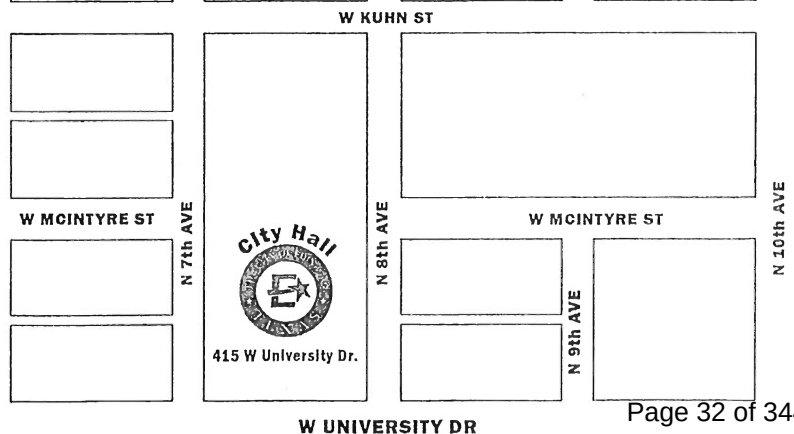
Comments: _____

Print Name: Esilda Zamora Solis Phone No. (956) 509-0771
Address: 1023 E. Canton Rd 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



[UNKNOWN SENDER] Rezoning Lot 6 Canton Heights to Commercial Neighborhood

Jim McGurk <jmcgurk@rgv.rr.com>
To: planning@cityofedinburg.com

Tue, Jun 10, 2025 at 2:46 PM

June 10, 2025

We live at Lot 16 in Canton Heights and are not in favor of rezoning Lot 6 to Commercial Neighborhood because of incoming business traffic to our quiet neighborhood. 21st Street is the main entrance to our neighborhood from Canton Road. Our neighborhood families know to slow down for walkers and bikers when turning in on 21st Street to our neighborhood. High School students walk 21st Street to get to Vela High School and return home each school day. In addition, many Vela parents park on 21st Street for after school pick-up which limits 21st Street accessibility.

We request that if you do rezone Lot 6 to Commercial Neighborhood, you require that all entrances and exits to Lot 6 be on Canton Road ensuring that no business traffic would be on 21st Street. Thank you for listening to our concern to protect our neighborhood.

Jim and Linda McGurk

Lot 16 Canton Heights

1024 Susan Drive

956-874-3275

OWNER NOTIFICATION LIST REPORT

PID:130586 GUERRA DARIO V JR
1021 E CANTON RD
EDINBURG, TX 78539-7009

PID:130588 DOMINGUEZ HECTOR & ELMA
1101 E CANTON RD
EDINBURG, TX 78539-7011

PID:130605 CORDOVA NORMAN Z JR &
LILLIAN
1206 SUSAN DR

PID:130607 SALINAS PETRA M & ELIBERTO
AYALA
1102 SUSAN DR
EDINBURG, TX 78539-7001

PID:130594 FARIAS MIGUEL A & ANGELA C
1006 SUSAN DR
EDINBURG, TX 78539-7015

PID:130610 CAVAZOS JOSE
1205 SUSAN DR
EDINBURG, TX 78539-7002

PID:130590 GIANG CHARLIE
1211 E CANTON
EDINBURG, TX 78539-7005

PID:130602 CARRALES RAFAEL FRANCISCO &
GINA MARGARITA RINEHART
700 DELMA ST
WESLACO. TX 78599-4681

PID:130609 CARDENAS LADISLAO & ARACELI
DE LOS SANTOS
1111 SUSAN DR
EDINBURG, TX 78539-7000

PID:130587 ZAMORA AMERICA G
1023 E CANTON RD
EDINBURG, TX 78539-7009

PID:130589 TRUONG THANG T & SAMMI
NGUYEN
1211 E CANTON RD
EDINBURG, TX 78539-7005

PID:130606 NGUYEN MINDY
1104 SUSAN DR
EDINBURG, TX 78539-7001

PID:130608 LOPEZ REGINO III & PATRICIA
1101 SUSAN DR
EDINBURG, TX 78539-7000

PID:130601 TELLEZ HUGO EDUARDO
ZAMARRON & VALERIA SANTOYA
ZAMARRON
1015 SUSAN DR
EDINBURG, TX 78539-7003

PID:130590 GIANG CHARLIE
1211 E CANTON
EDINBURG, TX 78539-7005

PID:130593 MCGURK JIM
1024 SUSAN DR
EDINBURG, TX 78539-7015

PID:130604 PALACIOS RICARDO
1216 SUSAN DR
EDINBURG, TX 78539-7001

PID:605938 30 WEST PERSHING LLC
909 WALNUT STE 200
KANSAS CITY, MO 64106-2003

OWNER NOTIFICATION LIST REPORT

PID:582408 FALCON ROLANDO & PERLA A
CARDENAS
2702 CHATEAU ST
EDINBURG, TX 78539-7034

PID:130586 GUERRA DARIO V JR
1021 E CANTON RD
EDINBURG, TX 78539-7009

PID:605942 JAR GROUP INVESTMENTS LP
3907 S SUGAR RD
EDINBURG, TX 78539-9888

PID:605943 NYRA LODGING LLC
1210 E CANTON RD
EDINBURG, TX 78539-7170

ORDINANCE NO. _____

AN ORDINANCE AMENDING, SUPPLEMENTING, AND CHANGING THE BOUNDARIES OF RESIDENTIAL, PRIMARY (RP) DISTRICT TO COMMERCIAL, NEIGHBORHOOD (CN) DISTRICT, ALL OF LOT 6, CANTON HEIGHTS UNIT NO. 1 SUBDIVISION, LOCATED AT 1101 EAST 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 Residential, Primary (RP) District to Commercial, Neighborhood (CN) 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 All Of Lot 6, Canton Heights Unit No. 1 Subdivision, Located at 1101 East Canton Road, Edinburg, Hidalgo County, Texas, from Residential, Primary (RP) District to Commercial, Neighborhood (CN) 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 June 12, 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 July 1, 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 Commercial, Neighborhood (CN) 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 Commercial, Neighborhood (CN) 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 1st day of July 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 ALL OF LOT 6, CANTON HEIGHTS UNIT NO. 1 SUBDIVISION, LOCATED AT 1101 EAST CANTON ROAD, EDINBURG, HIDALGO COUNTY, TEXAS, SHOULD BE FOR NEIGHBORHOOD 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 to Neighborhood 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 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 Neighborhood Commercial Uses. The conditions that exist are:

- (1) Population growth requiring more Neighborhood Commercial Uses;
- (2) Expansion and development of Neighborhood 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 1st day of July, 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: July 1, 2025

PUBLIC HEARINGS

Agenda Item No: 8.C.

Rezoning Request - Victor Carreon

1. **Agenda Item:**

Hold Public Hearing and Consider the Ordinance Providing for the Rezoning Request from Agriculture and Open Space (AO) District to Residential, Primary (RP) District, the East 120.00 Feet of Lots 5, 6, and 7, Block 11, Faysville Townsite Subdivision, as Recorded in Volume 3, Page 20, Map Records, Hidalgo County, Texas, Located at 11508 North I-69C, as Requested by Victor Carreon. [Jaime Acevedo, Director of Planning & Zoning]

2. **Description:**

This property is located on North Frontage Road, approximately 84 feet north of Lincoln Avenue. The property consists of three lots for a total lot area of approximately 9,000 square feet. The property is currently zoned Agriculture and Open Space (AO) District, which is intended to provide agriculture-supported uses as the primary use of land. On December 10, 2013, this property was annexed into the city limits with the Agriculture and Open Space (AO) District designation. The requested zoning designation is the Residential, Primary (RP) District, which is the primary residential district, intended to permit a wide range of single family residential uses. There is an existing residential home at this location.

Adjacent zoning is Agriculture and Open Space (AO) District to the north, east, and south, with North I-69C to the west. Surrounding land consists of residential uses. The future land use designation for this property is for Auto-Urban Uses.

Staff mailed a notice of the public hearing to 29 neighboring property owners on Friday, May 30, 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 June 11, 2025.

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

On June 12, 2025, the Planning & Zoning Commission recommended with a unanimous vote of 4-0 to approve the Rezoning Request.

3. **Staff's Recommendation:**

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

Reviewed by:

Jaime Acevedo, Director of Planning and Zoning

Prepared by:

Rita Guerrero, Assistant

Jesus Saenz, Assistant City Manager

Director of Planning and
Zoning

Attachments:

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

MEETING DATES:
PLANNING & ZONING COMMISSION – 06/12/25
CITY COUNCIL – 07/01/25
DATE PREPARED – 06/05/25

STAFF REPORT
GENERAL INFORMATION

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

APPLICANT: Margarita Carreon Garza

AGENT: Victor Carreon

LEGAL: The East 120.00 Feet of Lots 5, 6, and 7, Block 11, Faysville Townsite Subdivision, as recorded in Volume 3, Page 20, Map Records, Hidalgo County, Texas

LOCATION: 11508 North I-69C

LOT/TRACT SIZE: 9,000 square feet

CURRENT USE: Single-Family Residential

PROPOSED USE: Single-Family Residential

EXISTING ZONING: Agriculture and Open Space (AO) District

ADJACENT ZONING: North – Agriculture and Open Space (AO) District
South – Agriculture and Open Space (AO) District
East – Agriculture and Open Space (AO) District
West – North I-69C

LAND USE PLAN: Auto-Urban Uses

PUBLIC SERVICES: City of Edinburg Water and Sewer

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

**REZONING REQUEST
VICTOR CARREON**

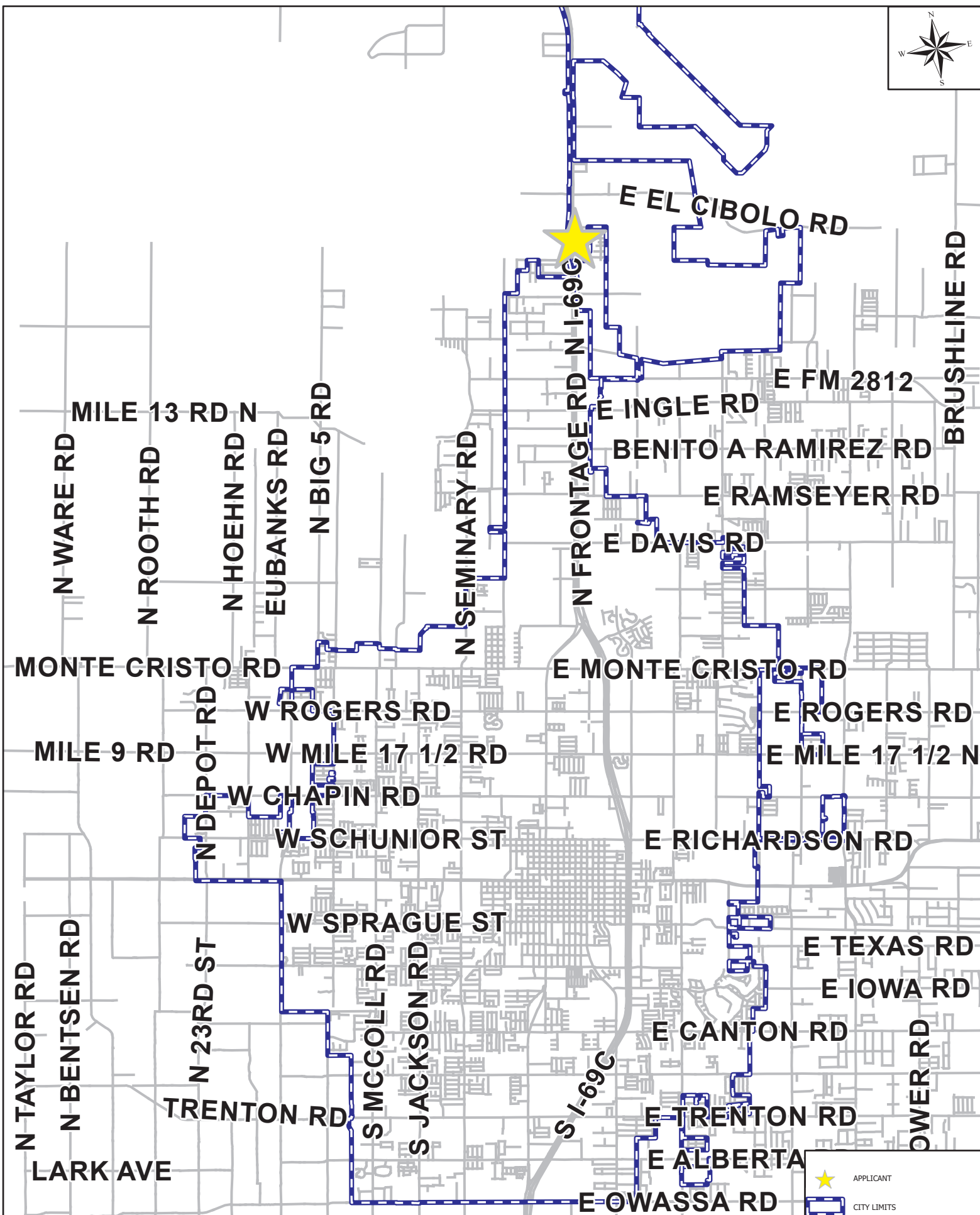
EVALUATION

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

1. There is an existing residential home at this location.
2. On December 10, 2013, this property was annexed into the city limits with the Agriculture and Open Space (AO) District designation.
3. The proposed zoning is consistent with the Future Land Use Plan.

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

Staff mailed a notice of the public hearing to 29 neighboring property owners on Friday, May 30, 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 June 11, 2025.



★ APPLICANT
CITY LIMITS



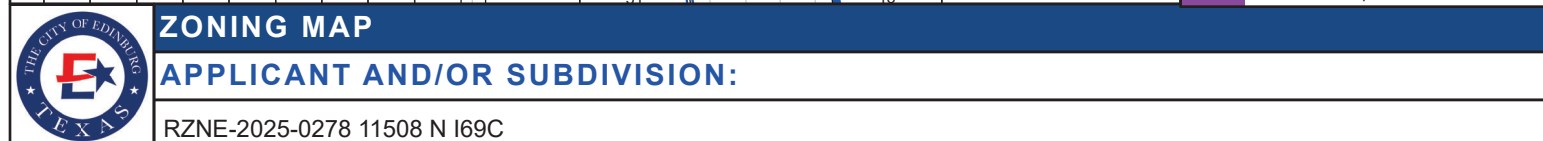
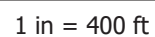
1 in = 400 ft

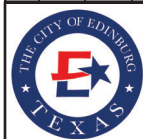
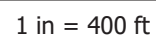


AERIAL MAP

APPLICANT AND/OR SUBDIVISION:

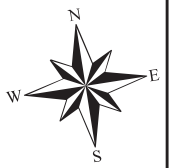
RZNE-2025-0278 11508 N I69C



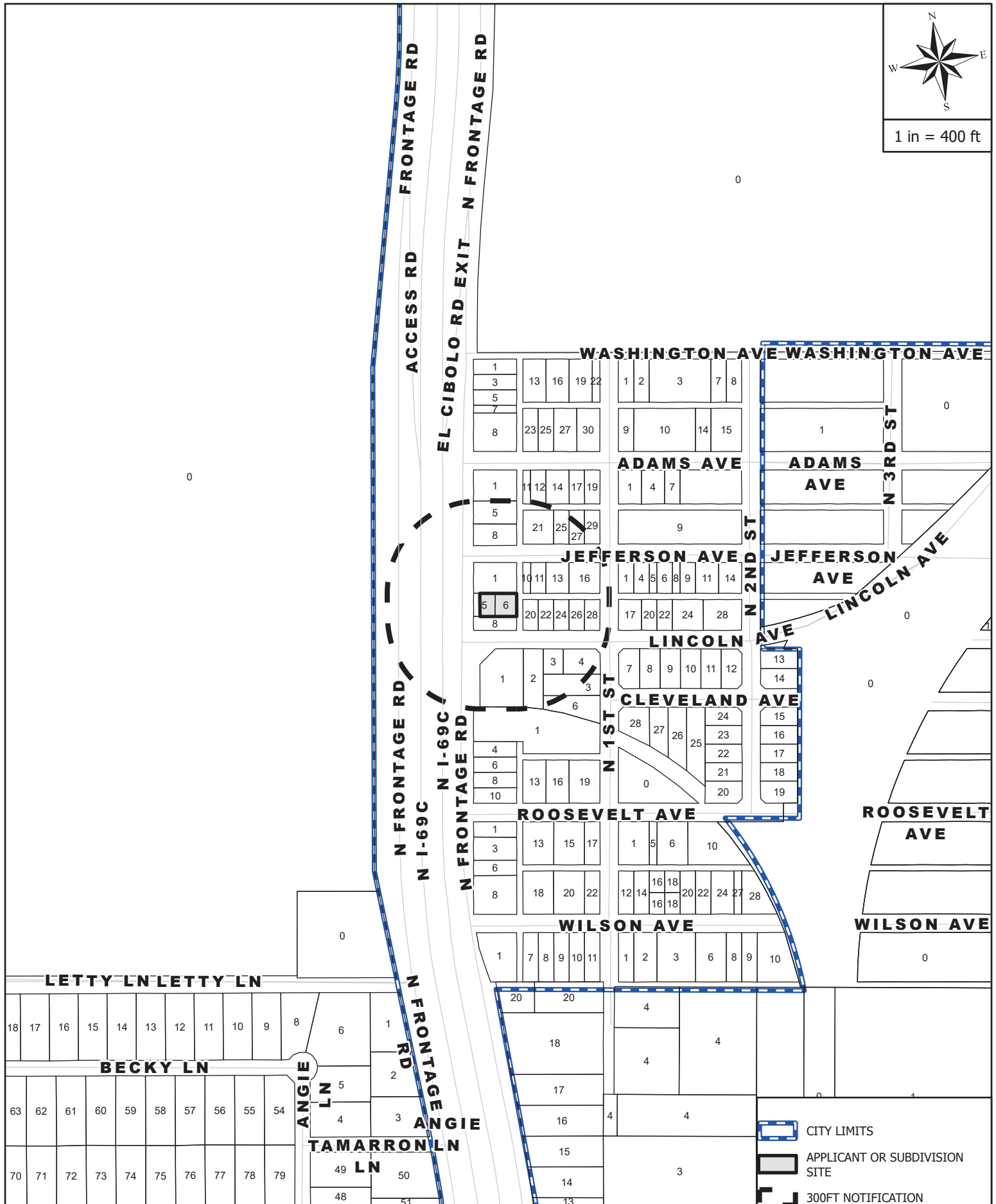


APPLICANT AND/OR SUBDIVISION:

Page 49 of 344



1 in = 400 ft



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



MAILOUT AND SITE MAP

APPLICANT AND/OR SUBDIVISION:

RZNE-2025-0278 11508 N I69C



Rezoning Request Site Photo

Victor Carreon
11508 North I-69C



PRELIMINARY SITE PLAN / SKETCH
11508 N EXPRESSWAY 281, EDINBURG, TEXAS 78542

INTERSTATE HWY 69C (US 281)

Q N. FRONTAGE ROAD

Q LINCOLN AVENUE
(600' ROW)

S.A. CORNER
OF LOT 7

N81°50'00"W

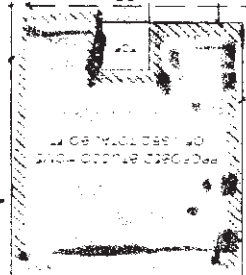
S.E. CORNER
OF LOT 7

120.00'

N08°10'00"E 75.00'

S81°50'00"E

120.00'



1075

S08°10'00"W

75.00'

Planning & Zoning

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



THE CITY OF
Edinburg

Zone Change Application

ENERGOV CASE #

R2NE-2025-0278

Date: 5/11/2025

1. Property Owner (required): Margarita Carreon Garza
2. Phone: (956) 207-6503
3. Mailing Address: 102 Lincoln Ave.
4. City: Edinburg State: Texas Zip: 78542
5. Owner's Email: Harleykrazy6969@yahoo.com
6. Cell No. (956) 207-6503
7. Agent (not owner): Victor Carreon
8. Agent's Phone: (956) 467-9235
9. Agent's Mailing Address: 11403 N 1ST ST
10. City: Edinburg State: Texas Zip: 78542
11. Agent's Email: vcarreon7211@yahoo.com
12. Address/Location being Rezoned: 11508 N EXPRESSWAY 281 / 11508 N IH 69C
13. Legal Description of Property: FAYSVILLE LOT 5, W1/2 LOT 6 & W1/2 LOT 7 BLK 11
FAYSVILLE E1/2 LOTS 6 & 7 BLK 11
14. Property ID(s): F2100-00-011-0005-00 / 173935
F2100-00-011-0006-00 / 173936
15. Zone Change: From: Agriculture and Open Space (AO) To: Residential Primary (RP)
16. Existing Land Use: Residential
17. Reason for Zone Change: Tear down existing structures and build new single family residential construction

Victor Carreon

(Please Print Name)

[Signature]
Signature

OFFICE USE ONLY

REVIEWED BY _____

DATE RECEIVED _____

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

OWNER NOTIFICATION LIST REPORT

PID:173963 MOLINA ERADIO III
214 WILSON AVE
EDINBURG, TX 78542-6161

PID:173934 DIAZ ROMEO
905 LEE CIR
EDINBURG, TX 78539-7422

PID:173941 REYES CONSUELO AKA
CONSUELO BALDERAS
116 JEFFERSON AVE
EDINBURG, TX 78542-4239

PID:701755 MORIN ROGELIO & RAQUEL
11407 N 1ST ST
EDINBURG, TX 78542-0429

PID:701754 TREVINO JAZZIEL & AMBER
MORIN
4207 SOUTH CESAR CHAVEZ RD
EDINBURG, TX 78542-9258

PID:173914 RIVAS ISRAEL
1401 W RANCHO BLANCO RD
PHARR, TX 78577

PID:173939 RODRIGUEZ JOSEFA FUENTES
104 JEFFERSON AVE
EDINBURG, TX 78542-4239

PID:173916 RUIZ RUBEN & SYLVIA
104 ADAMS AVE
EDINBURG, TX 78542-6110

PID:173924 SANTAMARINA YANISLEYDIS &
ALEXANDER GARCIA H
935 W OKEECHOBEE RD
HIALEAH, FL 33010-2911

PID:173943 SUSTAITA MARIA GUADALUPE &
AQUILEO SAINZ
107 LINCOLN AVE
EDINBURG, TX 78542-6101

PID:173915 HIDALGO INDEP SCHOOL DIST
324 FLORA AVE
HIDALGO, TX 78557-4001

PID:173937 HIDALGO INDEP SCHOOL DIST
324 FLORA AVE
HIDALGO, TX 78557-4001

PID:701753 GARZA MARGARITA
11508 NORTH EXPRESSWAY 281
EDINBURG, TX 78542-7700

PID:701758 CARREON VICTOR
11403 NORTH 1ST ST
EDINBURG, TX 78542-0429

PID:173922 RODRIGUEZ FEDERICO &
VIRGINIA
103 JEFFERSON AVE
EDINBURG, TX 78542-3731

PID:173913 REGALADO FAM LIMITED
PARTNERSHIP
3015 S BUSINESS HIGHWAY 281
EDINBURG, TX 78539-9691

PID:173945 MARMOLEJO MARISSA
115 LINCOLN AVE
EDINBURG, TX 78542-6101

PID:173925 CARREON HERMILO & YOLANDA
117 JEFFERSON AVE
EDINBURG, TX 78542-3731

PID:173944 SERNA ROSA ALONZO
111 LINCOLN
EDINBURG, TX 78542-6101

PID:173942 DIAZ ELISEO JR
5010 LOS MESQUITES
DONNA, TX 78537-4411

OWNER NOTIFICATION LIST REPORT

PID:701756 MUNOZ JOSE JR & PERLA E
RODRIGUEZ
11411 N 1ST ST
EDINBURG, TX 78542-0429

PID:173946 MID-STATE TRUST
119 LINCOLN AVE
EDINBURG, TX 78542-6101

PID:173938 RODRIGUEZ JOSEFA FUENTES
104 JEFFERSON AVE
EDINBURG, TX 78542-4239

PID:711756 CORPUS DAHLIA R
107 JEFFERSON AVE
EDINBURG, TX 78542-3731

PID:1242609 MUNOZ JOSE JR & PERLA E
RODRIGUEZ
11411 N 1ST ST
EDINBURG. TX 78542-0429

PID:173940 METHODIST CHURCH
407 COZUMEL LN
SAN JUAN, TX 78589-3307

PID:507484 VIRGEN FRANCISCA
ITURRIBARRIA
100 ADAMS AVE
EDINBURG, TX 78542-6110

PID:173935 CARREON MARGARITA
11508 N EXPRESSWAY 281
EDINBURG, TX 78542-7700

PID:173936 CARREON MARGARITA
11508 N EXPRESSWAY 281
EDINBURG, TX 78542-7700

ORDINANCE NO. _____

AN ORDINANCE AMENDING, SUPPLEMENTING, AND CHANGING THE BOUNDARIES OF AGRICULTURE AND OPEN SPACE (AO) DISTRICT TO RESIDENTIAL, PRIMARY (RP) DISTRICT, BEING THE EAST 120.00 FEET OF LOTS 5, 6, AND 7, BLOCK 11, FAYSVILLE TOWNSITE SUBDIVISION, AS RECORDED IN VOLUME 3, PAGE 20, MAP RECORDS, HIDALGO COUNTY, TEXAS, LOCATED AT 11508 NORTH 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, Primary (RP) District, as set out in the Unified Development Code of the City of Edinburg, Texas, heretofore finally passed, approved, and adopted by said City Council on the 9th day of August, 2022. Such proposed amendment is to change the zoning of a the East 120.00 Feet of Lots 5, 6, and 7, Block 11, Faysville Townsite Subdivision, as recorded in Volume 3, Page 20, Map Records, Hidalgo County, Texas, Located at 11508 North I-69C, Edinburg, Hidalgo County, Texas, from Agriculture and Open Space (AO) District to Residential, Primary (RP) District, for a recommendation and report by said Planning and Zoning Commission; and

WHEREAS, the said Planning and Zoning Commission of the City of Edinburg, Texas, gave due notice as provided by said Unified Development Code of a public hearing to be held before said Planning and Zoning Commission, on June 12, 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 July 1, 2025 at 6:00 P.M., in the Edinburg City Hall, City Council Chambers, located at 415 West University Drive, Edinburg, Texas, which time was not less than 15 days nor more than 20 days from the date of publication, and that said public hearing was held at such time and place, and all of which procedure in the giving of notice and the holding of said public hearing is hereby ratified and confirmed as meeting all the requirements of said Unified Development Code of the City of Edinburg, Texas and applicable statutes; and

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

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

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

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

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

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

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

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

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

READ, CONSIDERED, PASSED AND APPROVED at a regular meeting of the City Council of the City of Edinburg, Texas at which a quorum was present and which was held in

accordance with V.T.C.A., Government Code, Section 551.041, on the 1st 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: July 1, 2025

PUBLIC HEARINGS

Agenda Item No: 8.D.

Special Use Permit for On Premise Consumption for Late Hours-
Fidencio's LLC

1. **Agenda Item:**

Hold Public Hearing and Consider the Ordinance Providing for the Special Use Permit for On-Premise Consumption of Alcoholic Beverages for Late Hours, Being Lot 10, Stoneworks Plaza Subdivision, Located at 4830 South Jackson Road, as Requested by Fidencio's LLC. [Jaime Acevedo, Director of Planning & Zoning]

2. **Description:**

The applicant is requesting a Special Use Permit for the On-Premise Consumption of Alcoholic Beverages, Mixed Beverage for Late Hours. The property is located on the east side of South Jackson Road approximately 511.00 feet north of West Alberta Road. The property has 30 ft. of frontage along South Jackson Road and a lot depth of 359.48 ft. The property is located in the Commercial, General (CG) District. Adjacent zoning is Commercial, General (CG) District to the north, south and west and Residential, Primary (RP) District to the east.

The applicant is proposing to open a restaurant/bar focused on a modern gastropub. The applicant is requesting a permit to sell alcohol as well late hours at said location. The proposed hours of operation are Monday through Sunday from 11:00 a.m. to 2:00 a.m. Staff received a Special Use Permit Application: On-premise Consumption of Alcoholic Beverages for Late Hours on May 13, 2025. If approved, the applicant will proceed to obtain the necessary permit from the Texas Alcoholic Beverage Commission.

Staff mailed a notice of the public hearing to 56 neighboring property owners on Friday, June 6, 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 June 11, 2025.

On June 26, 2025, the Planning & Zoning Commission recommended with a 5-0 to approve the Special Use Permit for the On-Premise Consumption of Alcoholic Beverages, Mixed Beverage for Late Hours.

3. **Staff's Recommendation:**

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

1. Adequate security lighting must be provided for customer's safety and crime prevention purposes.
2. The applicant complies with all city requirements, including but not limited to building, building occupancy, fire codes, health permit, landscaping, parking, and all other City requirements.
3. Operations in connection with the proposed special use permit must not be more

objectionable to nearby properties by reason of noise or other characteristics than would the operations of any permitted use not requiring special use approval. The use must comply with the City's Noise Standards as per the Unified Development Code.

4. The Special Use Permit may be revoked at any time by the Planning and Zoning Commission and City Council. **1 year permit renewal application will need to be turned in prior to June 2026.**

The City may impose appropriate conditions and safeguards including a specific period of time. Each permit is reviewed on a case by case basis and neighborhood input is a vital component in the final outcome of an application for the On-Premise Consumption of mixed beverages at this location. Additionally, land use characteristics of an area, traffic and other factors are considered in reviewing these requests.

Reviewed by:

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

Prepared by:

Rita Guerrero, Assistant
Director of Planning and
Zoning

Attachments:

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

MEETING DATES:
PLANNING & ZONING COMMISSION – 06/26/2025
CITY COUNCIL – 07/01/2025
DATE PREPARED – 06/18/2025

STAFF REPORT
GENERAL INFORMATION

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

APPLICANT: Fidencio's, LLC.

AGENT: Virna Rosales

LEGAL: Lot 10, Stoneworks Plaza Subdivision

LOCATION: 4830 South Jackson Road

LOT/TRACT SIZE: 10, 784 square feet

CURRENT USE: Bar & Grill

PROPOSED USE: Bar/Restaurant

EXISTING ZONING: Commercial, General (CG) District

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

LAND USE PLAN: General Commercial

PUBLIC SERVICES: City of Edinburg Water and Sewer

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

SPECIAL USE PERMIT – ON-PREMISE CONSUMPTION OF ALCOHOL FIDENCIO’S, LLC

EVALUATION

The following is staff’s evaluation of the request.

1. The area is characterized by mixed commercial uses to include, but not limited to a former bar & grill, law firms, medical clinics and banks.
2. The applicant is requesting the City’s approval to sell mixed beverages at the subject location for late hours.
3. The hours proposed by the applicant are Monday through Sunday from 11:00 a.m. to 2:00 a.m. These hours conform to TABC regulations.
4. The project, as proposed, is unlikely to present a conflict with surrounding uses.
5. Consumption of alcohol should be limited to the eating area designated by the applicant. Pedestrians taking open containers off of the subject property could result in violation of Edinburg Code of Ordinances, Title XI, Chapter 110, Section 110.10.

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

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

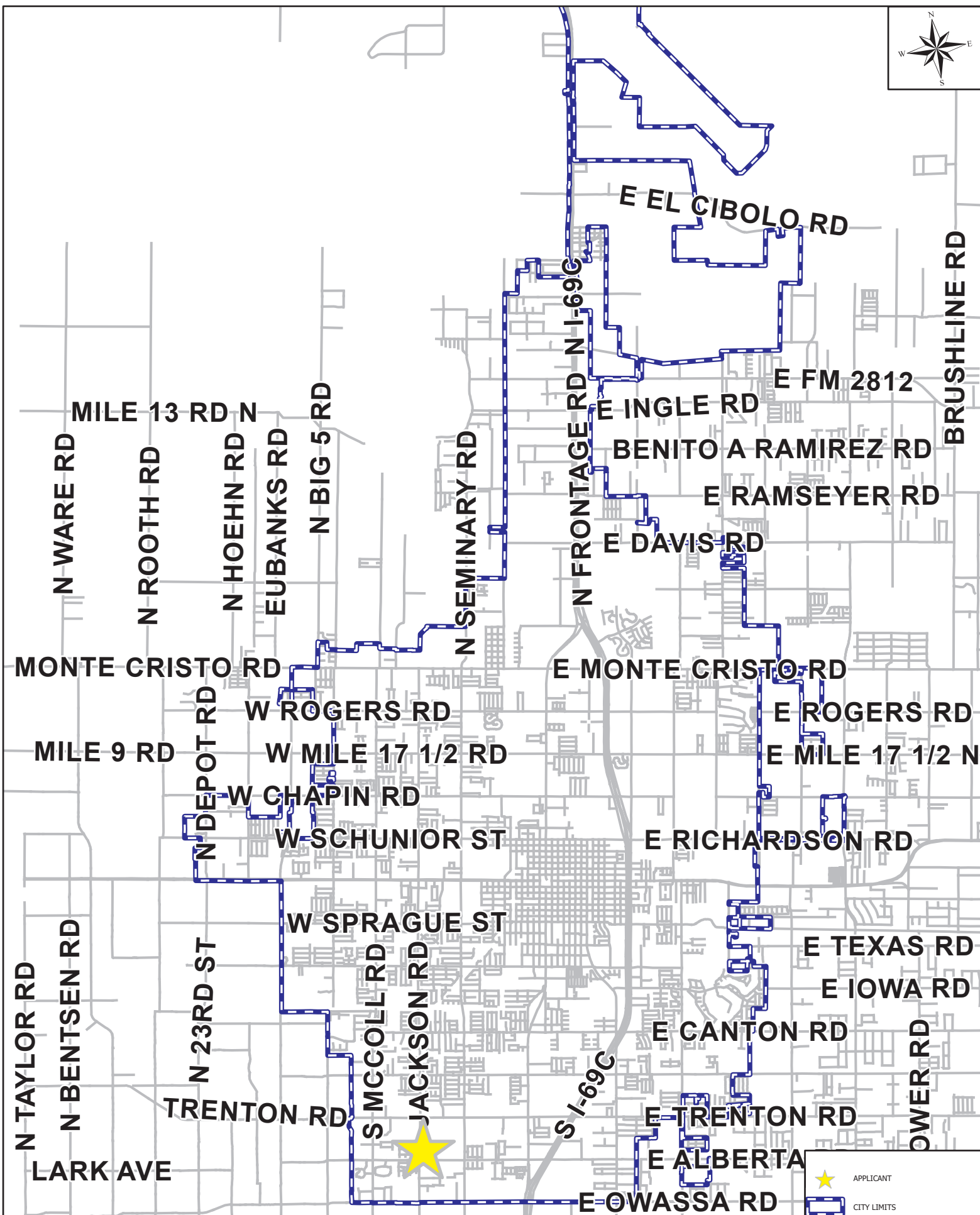
The City may impose appropriate conditions and safeguards including a specific period of time. Each permit is reviewed on a case by case basis and neighborhood input is a vital component in the final outcome of an application for the On-Premise Consumption of mixed beverages at this location. Additionally, land use characteristics of an area, traffic and other factors are considered in reviewing these requests.

Staff mailed a notice of the public hearing to 56 neighboring property owners on Friday, June 6, 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 June 11, 2025.

GENERAL REQUIREMENTS

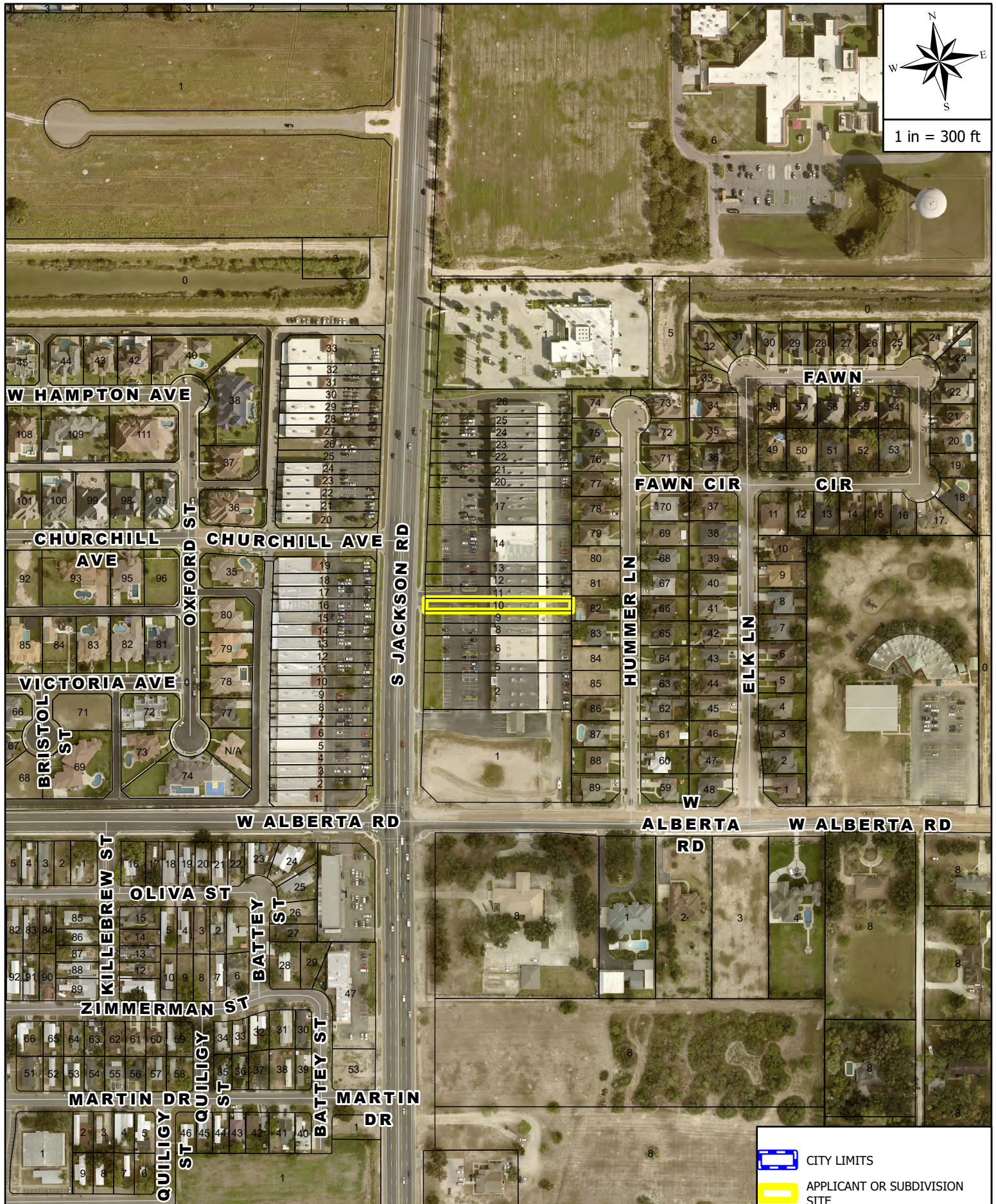
Section 2.204(D)(3) Alcoholic Beverage Sales for On-Premise Consumption 51% or more (Bar/Nightclub) *of the City of Edinburg Unified Development Code*

- a. **Spacing.** The sale of alcoholic beverages by any dealer within the City at a location within 300 feet of any church, public or private school, daycare, or public hospital, or within 1,000 feet of a public or private school if the city receives a request from the board of trustees of a school district or governing body of a private school.
 - i. The measurement of the distance between the place of business where alcoholic beverages are sold and the church or public hospital shall be along the property lines of the street fronts and from front door to front door, and in direct line across intersections.
 - ii. The measurement of the distance between the place of business where alcoholic beverages are sold and public or private school, daycare centers and other child care facilities and university shall be in a direct line from the property line of the private or public school, daycare center and other child care facilities or university to the property line of the place of business, and in a direct line across intersections.
- b. **Other Code Requirements and Cross-References.**
 - i. The use or place of business must meet all other provisions of the City's Alcoholic Beverage Code and adopted building codes.
 - ii. A TABC license is required for operation of an alcoholic beverage sales use.
 - iii. The Limited or Special Use Permit shall be approved prior to the application for TABC license.
 - iv. The use or place of business must provide for a food preparation area in which food is prepared and cooked for human consumption. Sale of chips, peanuts and cold sandwiches does not qualify the area for a kitchen.



APPLICANT

CITY LIMITS



1 in = 300 ft

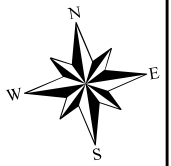
-  CITY LIMITS
-  APPLICANT OR SUBDIVISION SITE



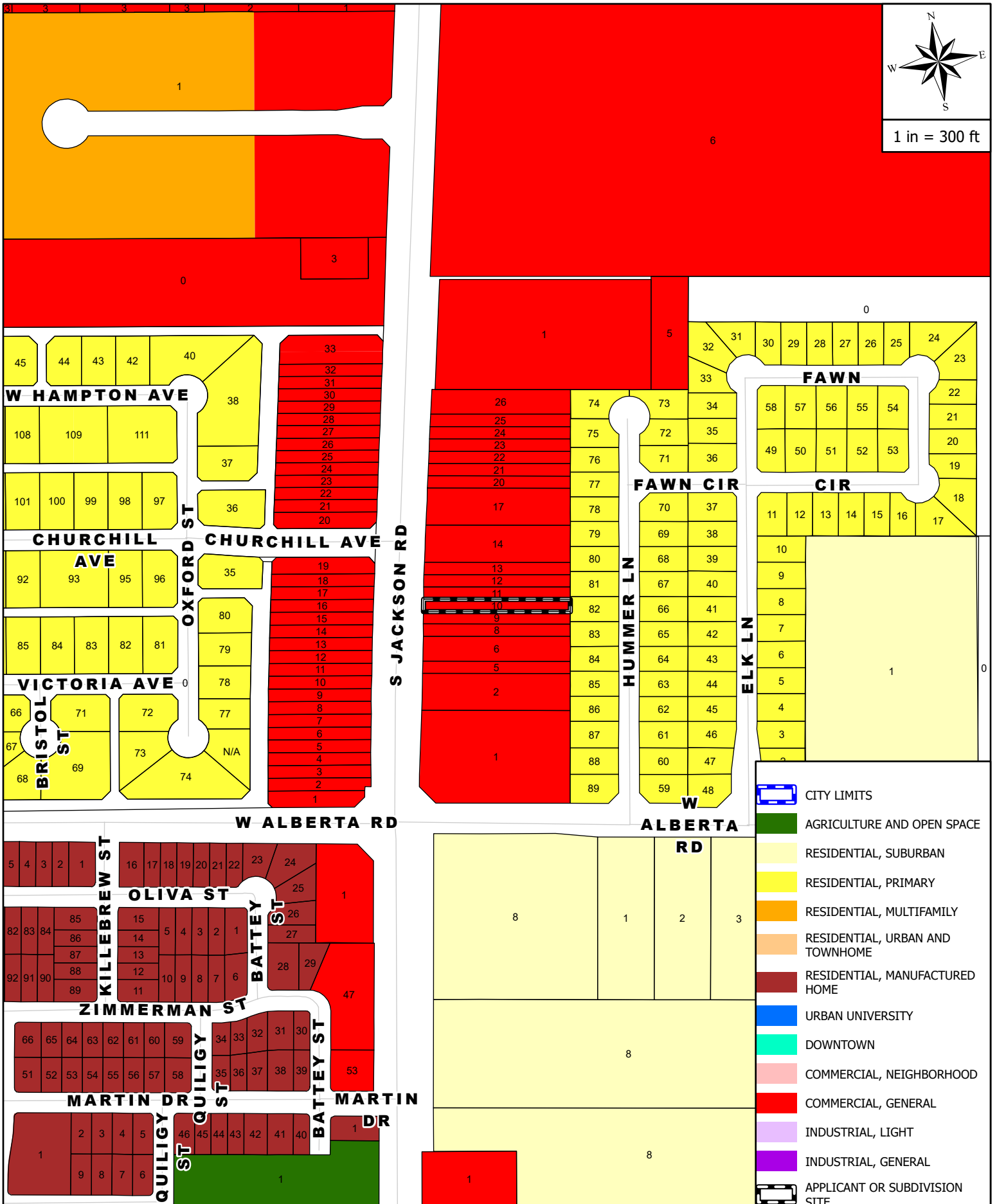
AERIAL MAP

APPLICANT AND/OR SUBDIVISION:

USE-2025-0008 4830 S JACKSON RD



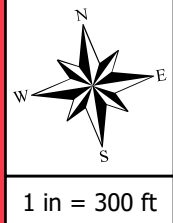
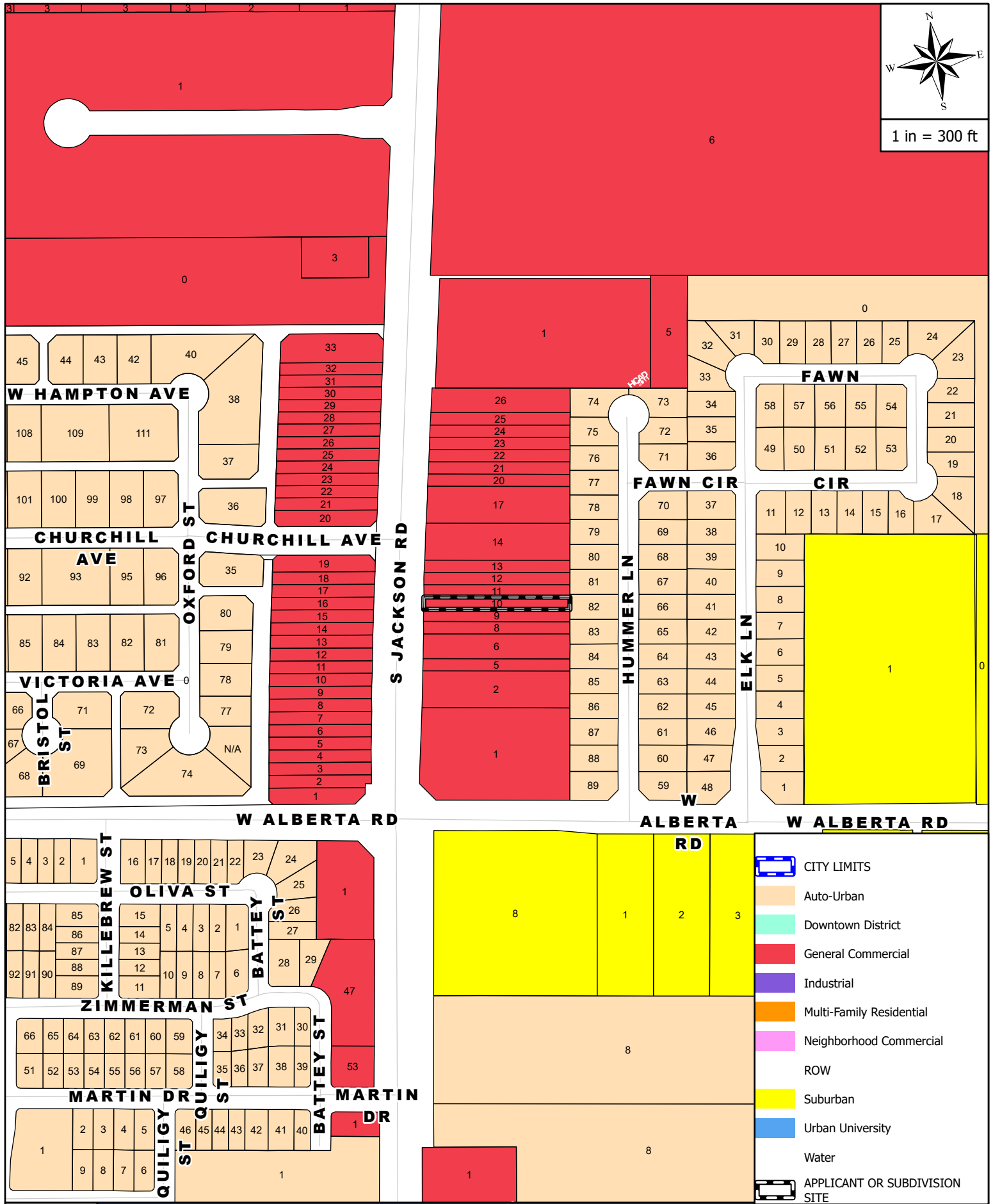
1 in = 300 ft



ZONING MAP

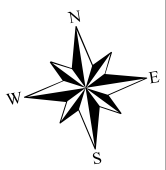
APPLICANT AND/OR SUBDIVISION:

USE-2025-0008 4830 S JACKSON RD

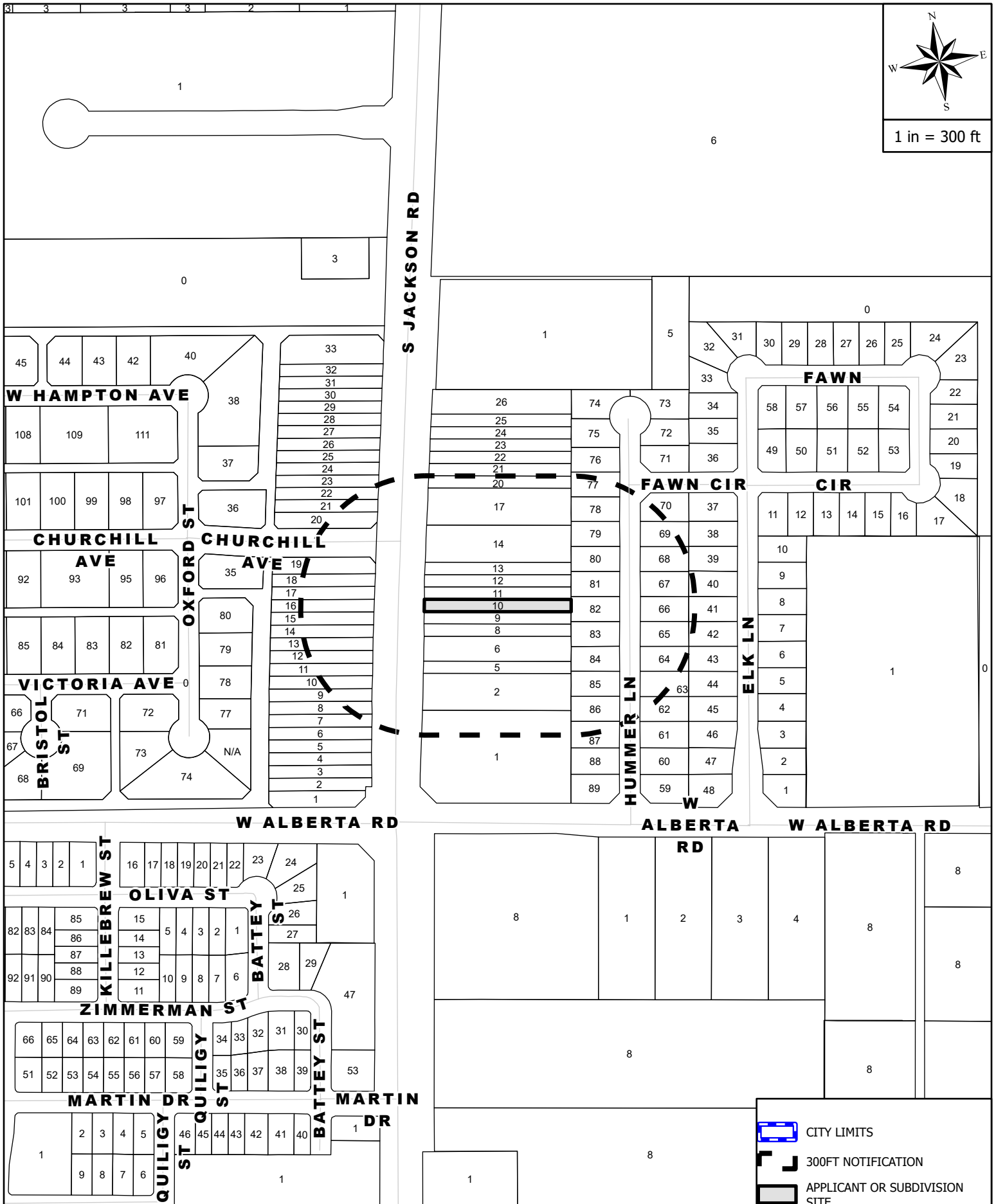


FUTURE LANDUSE MAP
APPLICANT AND/OR SUBDIVISION:

USE-2025-0008 4830 S JACKSON RD



1 in = 300 ft



MAILOUT AND SITE MAP

APPLICANT AND/OR SUBDIVISION:

USE-2025-0008 4830 S JACKSON RD



Special Use Permit Request Site Photo

Fidencio's LLC

4830 South Jackson Road



Virna Rosales
Fidencio's LLC
5602 N Huisache Ave.
Pharr, Texas 78577

May 5, 2025

City of Edinburg
Edinburg, Texas 7839

Re: A letter of intent to open a bar/restaurant at 4830 S. Jackson Rd.

To Whom it may concern:

I am writing to formally express my intent to obtain the required permits to open a bar/restaurant under the name "FIDENCIO's"; the property is located at 4830 S. Jackson Rd. in Edinburg, TX. Property is owned by Mr. Leo Guerrero (landlord).

Fidencio's will be a modern gastropub focused on craft cocktails, local beers, and elevated bar fare, targeting young professionals and neighborhood residents. The planned establishment will seat approximately 80-100 guests.

This project will comply with all applicable city ordinances, building codes, and zoning regulations. Attached you will find supporting documentation as required by your office, including (site plans, drawings, business plan, etc.)

We are committed to ensuring the process moves smoothly and are available to provide any additional information or clarification needed by your office to support this application.

Thank you for your consideration. Please do not hesitate to contact me at (956) 432-9623 or by email at virna_vif@hotmail.com if you require further information.

Sincerely,
Virna Rosales
virna_vif@hotmail.com
Founder, FIDENCIO'S
(956)432-9623



FIDENCIO'S

SIGNATURE COCKTAILS

OLD FASHIONED

Rye whisky, angostura bitters, sugar,
cherry, orange

MOJITO

White rum, soda water, mint leaves, sugar
syrup, lime juice, mint sprigs

STRAWBERRY DAIQUIRI

White rum, fresh lime juice, sugar syrup,
fresh chopped strawberries

BLOODY MARY

Vodka, tomato juice, lemon, tabasco sauce,
Worcestershire sauce, pepper, celery

FRENCH MARTINI

Vodka, French raspberry liqueur,
pineapple juice, lemon



M E N U

A P P E T I Z E R S

Chips & Dip

salsa

queso

guacamole

Charro Beans

classic

special (fajita & cheese)

E N T R E E S

Tacos Norteños (bistek or fajita)

Flautas (chicken)

Pozole

Pizza

veggie (spinach, tomatoe, mushroom, bell pepper)

meats (bacon, sausage, ham)

classic (pepperoni)

Wings (buffalo, teriyaki, lemon pepper)

Sliders

BEER

corona | budweiser
bud light | heineken



LIQUOR

grey goose | patron silver
jack daniels | crown



SODA

coke | diet coke | sprite
club soda | dr. pepper



Exit ↑

Exit ↑

Kitchen Area

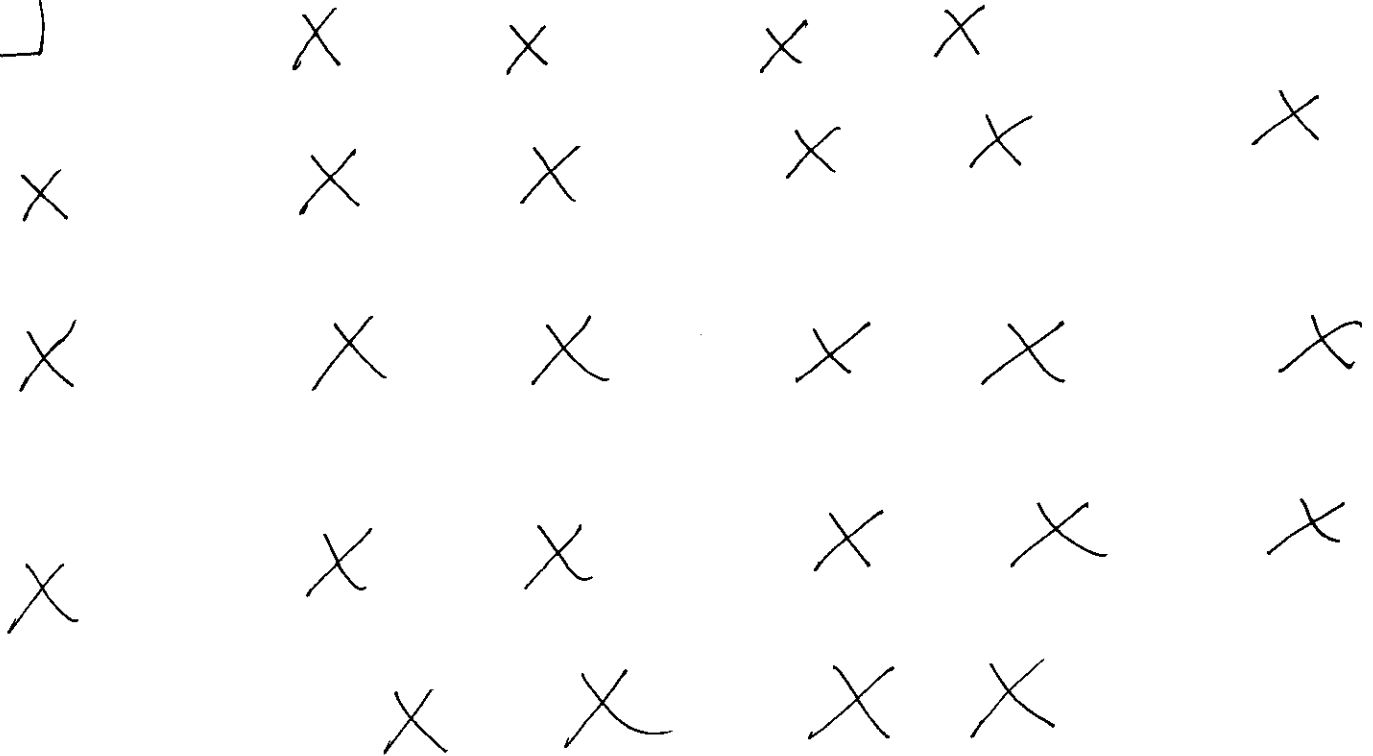
door ↑

R.R. ↑

↑

BAR

stage



X-indicates
tables w/ 4 chairs.

Entrance ↑
door

Jackson Rd.

V.I.P
living
set

Planning & Zoning

415 West University Drive
Edinburg, Texas 78539
(956) 388-8303



THE CITY OF
Edinburg

Special Use Permit Application:

On-Premise Consumption of Alcohol

ENERGOV CASE #

USE - 2025 - 0008

1. APPLICANT INFORMATION

Sole member.

APPLICATION DATE: 5/12/2025

Fidencio's LLC (Virna Rosales)

956-432-9623

Applicant's Name

Phone No:

5602 Huisache Ave. BARR TX

78577

Mailing Address

City

State

Zip

Virna-vi@hotmail.com

Email Address

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

Guerrero Investments LLC

956-631-0194

Property Owner's Name

Phone No:

4734 S Jackson Rd Edinburg TX

78539

Mailing Address

City

State

Zip

www.LEO GUERRERO.COM OR leoguerrero@gmail.com

Email Address

2. PROPERTY INFORMATION

Property Address/Location:

4830 S Jackson Rd Edinburg

Legal Description: Lot(s)

10

Block

Subdivision

stoneworks Plaza

Zoning:

CG

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

Proposed Days and Hours of Operation:

7 days a week 11:00AM - 2AM

Subject business is a 51% establishment:



YES

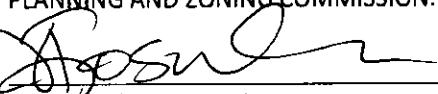


NO

(does not require Special Use Permit approval)

3. ATTEST

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



APPLICANT'S SIGNATURE

DATE

5-12-2025

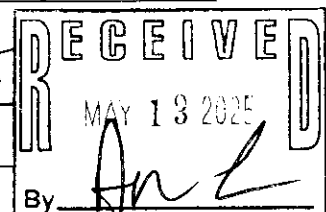
PUBLIC HEARING DATE (PLANNING & ZONING COMMISSION) - 4:00 PM:

JUNE 12th 2025

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

JULY 1st 2025

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



OWNER NOTIFICATION LIST REPORT

PID:710717 4A RE LLC
13337 BOROLO DR
EDINBURG, TX 78541-7061

PID:710709 S ORO PROPERTIES LLC
4866 S JACKSON RD
EDINBURG, TX 78539

PID:710724 GUERRERO INVESTMENTS LLC
4734 S JACKSON RD
EDINBURG, TX 78539-6199

PID:710714 GUERRERO INVESTMENTS LLC
4734 S JACKSON RD
EDINBURG, TX 78539-6199

PID:710715 PINPOINT INVESTMENTS LLC
4824 S JACKSON RD
EDINBURG, TX 78539-6569

PID:667030 SALAZAR HUMBERTO & JESSICA
5014 S HUMMER LN
EDINBURG, TX 78539-3115

PID:667032 ALANIZ LEONEL JR
5006 S HUMMER LN
EDINBURG, TX 78539-3115

PID:667034 LARSON BRYAN W
4920 S HUMMER LN
EDINBURG, TX 78539-3113

PID:667048 RODRIGUEZ ROBERTO AVILA
VALLE DEL BRAVO 103 MONTERREY, NL
64460
MEXICO, NULL NULL

PID:667050 SHARMA MUNISH R
4921 S HUMMER LN
EDINBURG, TX 78539-3114

PID:710716 JOLLY JACKRABBIT LLC
208 PELICAN AVE
MCALLEN, TX 78504

PID:710705 TEXAS NATIONAL BANK
PO BOX 4650
EDINBURG, TX 78540

PID:710706 TEXAS NATIONAL BANK
PO BOX 4650
EDINBURG, TX 78540

PID:710712 HEAVEN SENT SERVICES LLC
4842 S JACKSON RD
EDINBURG, TX 78539-6569

PID:710713 GUERRERO INVESTMENTS LLC
4734 S JACKSON RD
EDINBURG, TX 78539-6199

PID:667031 MATTHEWS YOLANDA QUEZADA
5010 S HUMMER LN
EDINBURG, TX 78539-3115

PID:667033 FLORES THOMAS DANIEL
5002 S HUMMER LN
EDINBURG, TX 78539-3115

PID:667047 CISNEROS DEREK & PRISCILLA
LIZARRAGA
4909 HUMMER LN
EDINBURG, TX 78539-3114

PID:667049 RODRIGUEZ ROBERTO AVILA
MITRAS CENTRO
MONTERREY NL 64460, NULL NULL

PID:667036 GARCIA RAUL RENE
4912 S HUMMER LN
EDINBURG, TX 78539

OWNER NOTIFICATION LIST REPORT

PID:667038 SAENZ ABEL
4909 S HUMMER LN
EDINBURG, TX 78539-3114

PID:667052 RODRIGUEZ ROBERTO AVILA
4806 GONDOLA AVE
EDINBURG, TX 78542-6391

PID:667035 MVC MANAGEMENT LLC
3214 BANYAN CIR
HARLINGEN, TX 78550

PID:667046 GAY MICHAEL
4905 S HUMMER LN
EDINBURG, TX 78539-3114

PID:667053 RODRIGUEZ ROBERTO AVILA
4806 GONDOLA AVE
EDINBURG, TX 78542-6391

PID:694958 GOLDMAN MIKE
103 BENT OAK DR
SHAVANO PARK, TX 78231-1504

PID:694960 RENAISSANCE EMERGENCY
PHYSICIANS PA
4745 S JACKSON RD STE C
EDINBURG, TX 78539-8309

PID:694957 JL NORTHERN VENTURES LLC
3730 MILE 9N
MERCEDES, TX 78570-2581

PID:694952 GARZA LOEL O & CELIA E
2212 KINGS DR
EDINBURG, TX 78539-6671

PID:694955 CASTELLANOS RENE
3817 CONSENTINO DR
MCALLEN, TX 78501

PID:667045 AGUILAR CARLOS C &
MARIALINDA E
PO BOX 724
EDINBURG, TX 78540-0724

PID:667054 DE LEON JASON
5101 JUNE CT
EDINBURG, TX 78539-0041

PID:667037 DE LA FUENTE RAUL
4908 S HUMMER LN
EDINBURG, TX 78539-3113

PID:667051 GARIBAY MARGARITA A/K/A
MALDONADO
5003 S HUMMER LN
EDINBURG, TX 78539-3115

PID:667055 GREEN LINDA L & JAMES A
5019 S HUMMER LN
EDINBURG, TX 78539-3115

PID:694959 RIO VALLEY REALTY INVEST LLC
4751 S JACKSON RD STE 101
EDINBURG, TX 78539-8312

PID:694956 JL NORTHERN VENTURES LLC
3730 MILE 9N
MERCEDES, TX 78570-2581

PID:694945 DLGR HOLDINGS LLC
1800 KINGSBOROUGH AVE
MCALLEN, TX 78504-6179

PID:694946 GRACIA HECTOR O FERNANDEZ
& LISA ADRIANA
1217 E CAMILIA AVE C
MCALLEN, TX 78501-2788

PID:694947 MADSCIENTIST PROPERTIES LLC
2301 S US HWY 281
EDINBURG, TX 78539-3712

PID:694948 GUTIERREZ LILLY A
1608 E 24TH 1/2 ST
MISSION, TX 78574-7939

PID:694950 PERBUL PROPERTY
MANAGEMENT CO LLC
4823 S JACKSON RD STE C
EDINBURG, TX 78539-9730

PID:694953 CADUCEUS NUMBERS 21:9 LLC
4829 S JACKSON RD
EDINBURG, TX 78539-9793

PID:694961 HIGDON DAVID A
4739 S JACKSON RD
EDINBURG, TX 78539-8317

PID:573193 MORALES REBECCA ANDREA &
CONCEPCION MEDRANO MORALES
5021 ELK LN
EDINBURG, TX 78539

PID:573196 CALAGUI ETHEL S & NAPOLEON
P
5007 ELK LN
EDINBURG, TX 78539-8431

PID:710710 BURT HOLDINGS LP
4854 S JACKSON RD
EDINBURG, TX 78539-6519

PID:710721 BRE-REB LEA INVESTMENTS LLC
PO BOX 6463
MCALLEN, TX 78502-6463

PID:694949 MADSCIENTIST PROPERTIES LLC
F/K/A MADSCIENTIST PROPERTIES SERIES LLC
2419 HUISACHE RD
EDINBURG, TX 78539

PID:694954 PERBUL PROPERTY
MANAGEMENT COMPANY LLC
4823 S JACKSON RD STE C
EDINBURG, TX 78539-9730

PID:694951 MLMA INVESTMENTS LLC
4841 S JACKSON
EDINBURG, TX 78539-9793

PID:573192 GALVAN JOSE R & NANCY V
5023 ELK LN
EDINBURG, TX 78539-8431

PID:573194 OLIVAREZ ROBERT & ELIZABETH
R
5017 ELK LN
EDINBURG, TX 78539-8431

PID:573195 SHABNAM FNUNKN &
MOHAMMAED SLKANDER
5013 ELK LANE
EDINBURG, TX 78539-0200

PID:710718 LEARNING JOURNEY LLC
4770 SOUTH JACKSON
EDINBURG, TX 78539-6199

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

ORDINANCE NO. _____

AN ORDINANCE GRANTING A SPECIAL USE PERMIT FOR THE ON-PREMISE CONSUMPTION OF ALCOHOLIC BEVERAGES FOR LATE HOURS, BEING LOT 10, STONEWORKS PLAZA SUBDIVISION, LOCATED AT 4830 SOUTH JACKSON ROAD, AS PROVIDED IN ARTICLE 2.404 OF THE CITY OF EDINBURG UNIFIED DEVELOPMENT CODE, PROVIDING FOR A REPEALER CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE; PROVIDING FOR CODIFICATION; PROVIDING A WAIVER OF THE THREE (3) SEPARATE READINGS; AND ORDAINING OTHER PROVISIONS RELATING TO THE SUBJECT MATTER HEREOF.

WHEREAS, Fidencio's, LLC, has applied for a Special Use Permit under Article 2.404 of the Unified Development Code of the City of Edinburg for On-Premise Consumption of Alcoholic Beverages For Late Hours, Being Lot 10, Stoneworks Plaza Subdivision, Located at 4830 South Jackson Road, and

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

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

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

SECTION II. That a Special Use Permit under Article 2.404 of the Unified Development Code of the City of Edinburg, Texas, be granted to Fidencio's, LLC, for On-Premise Consumption of Alcoholic Beverages For Late Hours, Being Lot 10, Stoneworks Plaza Subdivision, Located at 4830 South Jackson Road, with the following conditions:

1. The special use permit is granted for a one (1) year period. An application to renew the special use permit must be filed by **June 01, 2026**. The renewal request will be presented before the Planning and Zoning Commission for consideration. A status report will be presented to the Planning and Zoning Commission indicating compliance with all city codes, providing neighboring property or business owner's input and police reports from the operations of the proposed food park bar.

2. The applicant complies with the hours of operation for the On-Premise Consumption of beer, wine and mixed beverages as allowed by the City and the Texas Alcoholic Beverage Commission.
3. Adequate security lighting must be provided for customer's safety and crime prevention purposes.
4. The applicant complies with all city requirements, including but not limited to building, building occupancy, fire codes, health permit, landscaping, parking, and all other City requirements.
5. Operations in connection with the proposed special use permit must not be more objectionable to nearby properties by reason of noise or other characteristics than would the operations of any permitted use not requiring special use approval. The use must comply with the City's Noise Standards as per the Unified Development Code.
6. The Special Use Permit may be revoked at any time by the Planning and Zoning Commission and City Council. **1year permit renewal application will need to be turned in prior to June 01, 2026.**

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

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

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

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

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

READ, CONSIDERED, PASSED AND APPROVED a regular meeting of the City Council of the City of Edinburg, Texas, at which a quorum was present and which was held in accordance with V.T.C.A., Government Code, Section 551.041, on the 1st day of July, 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: July 1, 2025

ORDINANCES

Agenda Item No: 9.A.

Code of Ordinances of the City of Edinburg

1. Agenda Item:

Consider Ordinance Amending the Code of Ordinances of the City of Edinburg, Texas at Title III: Administration, Chapter 31 City Council to Include Rules of Decorum for Open Meetings, Chapter 551 Texas Government Code. [Josephine Ramirez Solis, City Attorney]

2. Description:

Pursuant to its authority under Chapter 551 Texas Government Code and other law, the City Code of Ordinances contains provisions for the Order of Business for City Council Meetings. The amendment to Chapter 31 of the Code of Ordinances will establish reasonable rules of decorum for conduct during an open meeting conducted under the authority of the Texas Open Meetings Act (TOMA). The amended ordinance will allow individuals to address the council during an open forum during a meeting conducted under the Texas Open Meetings Act, as well as speak on specific agenda items under public participation as allowed under the Act by completing a public participation form and identifying if they will be participating in one or both forms of participation.

3. Staff's Recommendation:

Approve the ordinance amending Title III, Section 31 of the Code of Ordinances by adding Section 31.03 Rules of Decorum.

Reviewed by:

Prepared by:

Josephine Ramirez Solis,
City Attorney

Attachments:

A. Rules of Decorum

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF EDINBURG, TITLE III: ADMINISTRATION, CHAPTER 31 CITY COUNCIL; PROVIDING FOR A REPEALER CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE; PROVIDING FOR CODIFICATION; PROVIDING A WAIVER OF THE THREE (3) SEPARATE READINGS; AND ORDAINING OTHER PROVISIONS RELATING TO THE SUBJECT MATTER HEREOF.

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

WHEREAS, the City of Edinburg has the authority to conduct and regulate the Order of Business during meetings held under the authority of the Texas Open Meetings Act; and

WHEREAS, the City Council believes it is in the best interests of the City to amend the Edinburg Code of Ordinances to facilitate the general welfare and public safety of the community by providing Rules of Decorum to be followed at meetings held in compliance with the Texas Open Meetings Act, Chapter 551 Texas Government Code.

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

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

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

SECTION III. The Code of Ordinances of the City, Title III (“Administration”), Chapter 31 (“City Council”) is hereby amended to add “Sec. 31.03 - Rules of Decorum.”, to be read in its entirety as shown in Exhibit A attached to this ordinance.

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

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

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

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

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

READ, CONSIDERED, PASSED AND APPROVED at a regular meeting of the City Council of the City of Edinburg, Texas, at which a quorum was present and which was held in accordance with V.T.C.A., Government Code, Section 551.041, on July 01, 2025.

CITY OF EDINBURG

By: _____
Ramiro Garza, Jr., Mayor

ATTEST:

By: _____
Clarice Y. Balderas, City Secretary

APPROVED AS TO FORM:
CITY ATTORNEY'S OFFICE

BY: _____
Josephine Ramirez-Solis, City Attorney

EXHIBIT A

Sec. 31.03 – Rules of Decorum.

- A. All Regular, Special, and Executive Session Meetings of the City of Edinburg City Council will be called and conducted in accordance with the provisions of the Texas Open Meetings Act, Chapter 551, Government Code.
- B. Regular and Special Meetings of the City of Edinburg City Council are open to the public and to representatives of the press and media. Executive Sessions of the City of Edinburg City Council are not open to the public, the press or the media and only those individuals expressly requested or ordered to be present are allowed to attend Executive Session.
- C. The City of Edinburg City Council meets in Regular Session on the first and third Tuesdays of every month at 6:00 p.m. in Edinburg City Hall. Pursuant to Charter Article III, Section 1, special meetings shall be called by the City Secretary upon request of the City Council or the Mayor. Any such notice shall state the subject or subjects to be considered at the special meeting and no other subject or subjects shall be considered.
- D. While the public is invited to attend all meetings of the City Council (except Executive Sessions) the public's participation therein is limited to that of observers unless a member (or members) of the public is requested to address the City Council on a particular issue (or issues) or unless the member (or members) of the public completes a Public Participation Form and submits the same to the City Secretary prior to the commencement of the particular meeting of the City Council.
- E. It is the intention of the City Council to provide an open access to each member of the public who desires to address the Council. A limited amount of time of no longer than thirty (30) minutes will be set aside during each regular or special meeting of the Council for Open Forum to allow individuals or groups of individuals who are not listed on the agenda before Council to address the Council. A member of the public who desires to address the Council regarding an item on an agenda for an open meeting must indicate the agenda item number on his or her Public Participation Form.
- F. Public Participation. In accordance with Section 551.007(b) of the Texas Government Code, members of the public who desire to address the Council regarding an item on the agenda of the meeting shall be recognized when the agenda item is called.
 - I. Members of the public shall be limited to a maximum of two (2) minutes to make his/her remarks. A member of the public who addresses the body through a translator shall be given a maximum of four (4) minutes to make his or her remarks. Time for each speaker

shall be maintained by the City Secretary or such other designated representative of Council. Speakers shall stop speaking when the allocated time to speak has expired.

- II. In speaking on a posted agenda item during a City Council Meeting, the speaker shall limit his or her remarks to the subject of the posted agenda items that is under consideration.

G. Open Forum. Each member of the public who appears before the City of Edinburg City Council during Open Forum shall be limited to a maximum of three (3) minutes to make his/her remarks. Time for each speaker shall be maintained by the City Secretary or such other designated representative of Council. Speakers shall stop speaking when the allocated time to speak has expired.

- I. Maximum discussion during Open Forum, regardless of the number of members of the public wishing to address the Council, shall be limited to thirty (30) minutes. In the event that more than ten (10) members of the public wish to address the City Council during Open Forum, then only the first ten (10) speakers will be recognized. The presiding officer may request that a representative be chosen to speak to Council for any identifiable group of persons who wish to address the Council regarding the same subject matter.
- II. At their discretion, the presiding officer may extend or reduce the time allotted to each speaker for such reasons as the time allocated for the meeting, the number and complexity of agenda items, or the number of persons wishing to address the City Council.
- III. During Open Forum, each speaker shall limit his or her remarks to the subject(s) the speaker identified in registering to speak. A member of the public addressing the City Council shall not engage in any disorderly and/or unlawful conduct which disrupts the orderly conduct of any City Council Meeting.
- IV. Members of the public in attendance at any Regular or Special Meeting of the City Council shall observe the same rules of civility, decorum, and respectful conduct applicable to members of the City Council. To ensure meetings are conducted in a professional and courteous manner which enables the order conduct of business, all persons in attendance or who participate in such meetings shall conduct themselves in a manner that does not interfere with the ability of others to observe and, when allowed, to participate without disruption or fear of intimidation, threats or hostility.

- V. The presiding officer may rule a public speaker out of order and in violation of the rules of conduct and decorum if: the speaker is speaking beyond the allocated time limit and refuses to yield the floor; the speaker repeatedly interrupts a Council member; the speaker's remarks are disruptive so as to disturb the peace and good order of the meeting, through use of, without limitation, loud, threatening, hostile, abusive, vulgar or obscene language (including personal and defamatory attacks on city personnel and staff) or any other actions that disturb or are calculated to disturb the meeting; or the speaker engages in any conduct with the intent to break up the meeting of the City Council or urges others to commit acts or engage in conduct to break up the meeting, including unreasonably loud and prolonged yelling, screaming, clapping or noise-creating acts which render it impossible or difficult for the City Council to conduct or continue with the meeting.
- VI. While it is the intent of the Council to allow for free and open debate and discussion, Open Forum shall be reserved for members of the public who intend to address the Council on City related matters and business.
- VII. The presiding officer shall have the authority to preserve order at all City Council Meetings. This includes the authority to revoke the permission granted to any individual to speak if such individual is disruptive or does not adhere to these rules, to remove or cause the removal of any person from any meeting of the City Council for disorderly conduct, and to exclude a person from returning to that same meeting.
- VIII. If the presiding officer determines that these rules are not being followed, one warning will be given to the individual(s). If the rules continue to be violated after one warning, the presiding officer may revoke the individual's speaking privileges and may remove, or cause to be removed by security personnel, the individual from the Council Chamber. Any individual ordered to be removed from a meeting shall be excluded from returning to that meeting from which the individual was removed and shall be barred from further audience before the City Council during that session of the Council.
- H. The Mayor, if present, shall be the presiding officer of the City of Edinburg City Council and is a fully participating member thereof. In the event of the absence of the Mayor, the Mayor Pro-Tem present at the Regular, Special, Emergency Meeting or Executive Session, shall preside. If neither the Mayor nor the Mayor Pro-Tem is present at a meeting, the presiding officer for that meeting shall be selected by a majority of the vote of those Council Members present, providing there is a quorum.

- I. The presiding officer of the City of Edinburg City Council shall preserve order and decorum, prevent personal attacks and the impugning of members' motives and confine members in debate to the question under discussion.
- J. Cameras, including television and motion picture cameras, electronic sound devices and any other mechanical, electrical or electronic devices, may be used in a reasonable manner in the public section of the council chambers or from a designated area so as not to impede the order of business.
- K. The Chief of Police for the City of Edinburg, or such member or members of the Police Department as the Mayor may designate shall be sergeant-at-arms of the council meetings. The sergeant-at arms shall carry out orders and instructions given by the presiding officer for the purpose of maintaining order and decorum at the council meeting. Upon instruction of the presiding officer, it shall be the duty of the sergeant-at-arms to remove from the meeting any person who intentionally disturbs the proceedings of the Council after being warned by the presiding officer of such action.
- L. These Rules of Procedure, Conduct and Decorum at Meetings of the City of Edinburg City Council shall be effective immediately upon adoption by the Council and shall remain in full force and effect until amended or repealed by a majority vote of the City Council.



CITY OF EDINBURG - CITY COUNCIL

Meeting Date: July 1, 2025

ORDINANCES

Agenda Item No: 9.B.

Ordinance: Reserve for Depreciation

1. Agenda Item:

Consider Approving Ordinance Amending Section 50.05 Water Charges, Rates and Charges, Chapter 50 General Provisions of the Code of Ordinances by Adding Subsection (o) Reserve for Depreciation. [Ascencion Alonzo, Director of Finance]

2. Description:

The City of Edinburg established a Depreciation Reserve Ordinance on October 4, 1988, to accumulate adequate resources for the replacement of major capital expenses that would create a significant impact on the operating budget. This Ordinance was repealed on November 27, 2018.

Due to the growth of the City and the increase in Utility Fund assets, staff is recommending to establish a Reserve for Depreciation. The proposed recommended transfer will be an amount equal to 5% of the average of the last four fiscal years' depreciation expense amount contained in the City of Edinburg's Utility Fund Annual Comprehensive Financial Reports.

3. Staff's Recommendation:

Approve Ordinance Amending Section 50.05 Water Charges, Rates and Charges, Chapter 50 General Provisions of the Code of Ordinances by Adding Subsection (o) Reserve for Depreciation.

Reviewed by:

Nelda Ramirez, Assistant City Manager

Prepared by:

Ascencion Alonzo, Director
of Finance

Attachments:

A. Ordinance

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 50.05, WATER CHARGES, RATES AND CHARGES OF CHAPTER 50, GENERAL PROVISIONS, OF THE CODE OF ORDINANCES OF THE CITY OF EDINBURG BY THE ADDITION OF PROVISIONS FOR A RESERVE FOR DEPRECIATION; CONTAINING A REPEALER; CONTAINING A SAVINGS CLAUSE; PROVIDING FOR THE PUBLICATIONS OF ITS PROVISIONS IN THE CODE OF ITS PROVISIONS IN THE CODE OF ORDINANCES; PROVIDING A WAIVER OF THE THREE (3) SEPARATE READINGS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the water utility services of the City of Edinburg are self-sustaining; and

WHEREAS, in order for them to stay that way, without the support of tax dollars, the rates for such services must supply enough income to offset expenditures; and

WHEREAS, due to the requirements surrounding the supply of such services, the cost of supplying such services has increased; and

WHEREAS, one method by which such services can remain self-sustaining is to create a fund called the Reserve for Depreciation – Utility.

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

SECTION I: Section 50.05, Water Charges – Generally, Rates and Charges, of Chapter 50, General Provisions, of the Code of Ordinances of the City of Edinburg, Texas, are hereby amended by the addition of subsection (o), Reserve for depreciation, to read as follows:

“(o) Reserve for depreciation. Out of the amounts collected monthly as a result of the application of the rates set in Section 50.05, an amount equal to 5% of the average of the last four fiscal years depreciation expense amount contained in the City of Edinburg’s Utility Fund Annual Financial Reports for each succeeding fiscal year as a reserve for depreciation shall be set aside in a separate fund called the Reserve for Depreciation – Utility. Such fund shall be an account (line item) in the budget for the City of Edinburg Utility Fund. All expenses from the Reserve for Depreciation shall be for replacement of rolling stock and other major capital items only and either be budgeted or approved before expenditure by the City Council of the City of Edinburg.”

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

SECTION V: PUBLICATION AND EFFECTIVE DATE. This Ordinance shall take effect October 1, 2025 upon its passage and publication according to law.

READ, CONSIDERED, PASSED AND APPROVED at a regular meeting of the City Council of the City of Edinburg, Texas, at which a quorum was present and which was held in accordance with V.T.C.A., Government Code, Section 551.041, on the 1st day of July, 2025.

CITY OF EDINBURG

BY: _____
Ramiro Garza Jr., Mayor

ATTEST:

BY: _____
Clarice Balderas, City Secretary

APPROVED AS TO FORM:

BY: _____
Josephine Ramirez-Solis, City Attorney



CITY OF EDINBURG - CITY COUNCIL

Meeting Date: July 1, 2025

ORDINANCES

Agenda Item No: 9.C.

Solid Waste Management Collections

1. Agenda Item:

Consider Approving Ordinance Amending Section 51.11 Responsibility for Payment and Special Collection Charges, Chapter 51 Solid Waste Management Collections of the Code of Ordinances by Adding Subsection (h) Reserve for Depreciation. [Ascencion Alonzo, Director of Finance]

2. Description:

The City of Edinburg established a Depreciation Reserve Ordinance on October 4, 1988, to accumulate adequate resources for the replacement of major capital expenses that would create a significant impact on the operating budget. This Ordinance was repealed on November 27, 2018.

Due to the growth of the City and the increase in the Solid Waste Management Fund assets, staff is recommending to establish a Reserve for Depreciation. The proposed recommended transfer will be an amount equal to 5% of the average of the last four fiscal years' depreciation expense amount contained in the City of Edinburg's Solid Waste Management Fund Annual Comprehensive Financial Reports.

3. Staff's Recommendation:

Approve Ordinance Amending Section 51.11 Responsibility for Payment and Special Collection Charges, Chapter 51 Solid Waste Management Collections of the Code of Ordinances by Adding Subsection (h) Reserve for Depreciation.

Reviewed by:

Nelda Ramirez, Assistant City Manager

Prepared by:

Ascencion Alonzo, Director
of Finance

Attachments:

A. Ordinance

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 51.11, RESPONSIBILITY FOR PAYMENT AND SPECIAL COLLECTION CHARGES, OF CHAPTER 51, SOLID WASTE MANAGEMENT COLLECTIONS, OF THE CODE OF ORDINANCES OF THE CITY OF EDINBURG BY THE ADDITION OF A RESERVE FOR DEPRECIATION; CONTAINING A REPEALER; CONTAINING A SAVINGS CLAUSE; PROVIDING FOR THE PUBLICATIONS OF ITS PROVISIONS IN THE CODE OF ORDINANCES; PROVIDING A WAIVER OF THE THREE (3) SEPARATE READINGS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the responsibility for payment and special collection charges of the City of Edinburg are self-sustaining; and

WHEREAS, in order for them to stay that way, without the support of tax dollars, the rates for such services must supply enough income to offset expenditures; and

WHEREAS, due to the requirements surrounding the supply of such services, the cost of supplying such services has increased; and

WHEREAS, one method by which such services can remain self-sustaining is to create a fund called the Reserve for Depreciation – Sanitation Collection.

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

SECTION I: Section 51.11, responsibility for payment and special collection charges, of Chapter 51, Solid Waste Management Collections, of the Code of Ordinances of the City of Edinburg, Texas, are hereby amended by the addition of subsection (h), Reserve for depreciation, to read as follows:

“(h) Reserve for depreciation. Out of the amounts collected monthly as a result of the application of the rates set in Section 51.11, an amount equal to 5% of the average of the last four fiscal years depreciation expense amount contained in the City of Edinburg’s Sanitation Collection Fund Annual Financial Reports for each succeeding fiscal year as a reserve for depreciation shall be set aside in a separate fund called the Reserve for Depreciation – Sanitation Collection. Such fund shall be an account (line item) in the budget for the City of Edinburg Sanitation Collection Fund. All expenses from the Reserve for Depreciation shall be for replacement of rolling stock and other major capital items only and either be budgeted or approved before expenditure by the City Council of the City of Edinburg.”

SECTION II: 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 provision in conflict herewith; all provisions of any other ordinance not in conflict herewith shall remain in full force and effect.

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

SECTION V: PUBLICATION AND EFFECTIVE DATE. This Ordinance shall take effect October 1, 2025 upon its passage and publication according to law.

READ, CONSIDERED, PASSED AND APPROVED at a regular meeting of the City Council of the City of Edinburg, Texas, at which a quorum was present and which was held in accordance with V.T.C.A., Government Code, Section 551.041, on the 1st day of July, 2025.

CITY OF EDINBURG

BY: _____
Ramiro Garza Jr., Mayor

ATTEST:

BY: _____
Clarice Balderas, City Secretary

APPROVED AS TO FORM:

BY: _____
Josephine Ramirez-Solis, City Attorney



CITY OF EDINBURG - CITY COUNCIL

Meeting Date: July 1, 2025

AWARDING OF BID

Agenda Item No: 10.A.

Rehabilitation of the Wastewater Treatment Plant No. 4 East & West Clarifiers

1. Agenda Item:

Consider Awarding the Wastewater Treatment Plant No. 4 East & West Clarifier Equipment Replacement Project to Newman Regency Group through the Local Government Purchasing Cooperative (TIPS) Contract No. 25010401 in the Amount Not to Exceed \$1,246,203.22 and Authorize the City Manager to Execute Any Documents Related Thereto. [Gerardo Carmona Jr., P.E., Director of Utilities]

2. Description:

This procurement is being requested to be performed under an emergency, expedited repair to be in compliance with Texas Commission on Environmental Quality (TCEQ) requirements. As it is now, the Oxidation Treatment Unit (Plant No. 4) is only treating half its wastewater flow, which is placing a burden on the rest of the treatment units by taking on the extra wastewater flow. The Plant No. 4 West Clarifier at the Edinburg Wastewater Treatment Plant is currently out of commission (non-operable) due to its deteriorated stage and the East Clarifier is in the same condition (very deteriorated) & needs to be rehabilitated as soon as possible.

This project will replace the deteriorated and outdated equipment, which will have a one (1) year warranty.

This project will be funded through the Utility Fund.

3. Staff's Recommendation:

Approve Awarding the Wastewater Treatment Plant No. 4 East & West Clarifier Equipment Replacement Project to Newman Regency Group through the Local Government Purchasing Cooperative (TIPS) Contract No. 25010401 in the Amount Not to Exceed \$1,246,203.22 and Authorize the City Manager to Execute Any Documents Related Thereto.

Reviewed by:

Gerardo Carmona, Director of Utilities
Tomas Reyna, Assistant City Manager

Prepared by:

Vanessa Velasquez,
Administrative Assistant

Attachments:

- A. Newman Regency Group Contract w/ Proposal and COI
- B. Engineer's Recommendation Letter

THE STATE OF TEXAS §
COUNTY OF HIDALGO §
CONSTRUCTION CONTRACT §

**AGREEMENT BETWEEN THE CITY OF
EDINBURG AND NEWMAN REGENCY
GROUP FOR THE WASTEWATER
TREATMENT PLANT NO. 4 EAST &
WEST CLARIFIER EQUIPMENT
REPLACEMENT PROJECT**

The City of Edinburg, Hidalgo County, Texas, a municipal corporation, (hereinafter "City") and **Newman Regency Group.**, (hereinafter "Contractor"), are the parties to this Agreement.

RECITALS

WHEREAS, the City desires to engage the Contractor for certain Work in connection therewith; and,

WHEREAS, Contractor represents that it has the knowledge, ability, equipment, and personnel to properly provide Work needed by the City; and

NOW, THEREFORE, the City and Contractor do mutually agree as follows:

SECTION I
EMPLOYMENT OF CONTRACTOR

A. City agrees to employ Contractor to provide the following Work as stated in the agreement and Proposal attached as **Exhibit "A"**. Upon receipt of Work to the City's satisfaction, the City agrees to pay Contractor as stated in this Agreement.

SECTION II
WORK OF CONTRACTOR

A. The Contractor agrees to perform the Work, under the terms of this Agreement, and at its own proper cost and expense to furnish all labor, insurance and other accessories and Work necessary to complete the said task in accordance with the conditions and prices stated in the proposal attached as **Exhibit "A"**.

B. Nothing contained in this Agreement is intended by the parties to create a partnership or joint venture between the parties, and any implications 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

RESPONSIBILITIES OF CONTRACTOR

A. Contractor shall perform the Work described in **Exhibits “A”**.

B. Contractor shall perform its Work 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 Work furnished under this Agreement. Contractor shall comply with all applicable federal, state, and local laws, ordinances, codes and regulations in performing the Work. If Contractor fails to meet applicable professional standards, Contractor shall without additional compensation correct or revise any errors or deficiencies, with or without request to do so by the City.

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

D. Contractor will develop and maintain a detailed schedule for completion of the Work.

E. Contractor will submit monthly progress data for the reporting period. Other information, such as actual hours expended, will be furnished monthly, or as requested, by the City.

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

H. Contractor shall be and shall remain liable, in accordance with applicable law, for all damages to City caused by Contractor's negligent performance of any of the Work furnished under this Agreement.

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

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

SECTION IV PAYMENT AND FEES

City agrees to pay Contractor for Work herein contracted for as follows:

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

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

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

a. Claims have been made against City based on Contractor's conduct in the performance or furnishing of Work, or City has incurred costs, losses, or damages resulting from Contractor's conduct in the performance or furnishing of Work, including property damage, and non-compliance with Laws and Regulations;

b. Contractor has failed to take reasonable and customary measures to avoid damage, delay, and interference with Work and related work;

c. Contractor has failed to provide and maintain required insurances;

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

e. City has incurred extra charges or cost related to evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;

f. Any Work is defective, requiring correction or replacement;

g. City has been required to correct defective Work or has accepted defective Work;

- h. Liens have been filed in connection with the Work; or
- i. Other items entitle City to a set-off against the payment amount.

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

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

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

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

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

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

SECTION V

TERM OF AGREEMENT

A. Except as provided below, this Agreement, and the Work to be performed under it, shall commence within ten (10) days after the Notice to Proceed, as set forth in this contract and as specified by the City. Work will continue until the Project is declared complete in a written instrument signed by the City Manager. Work shall be completed in no more than 365 calendar days after the Notice to Proceed. The city shall have the right, in its sole discretion, to extend the term of this Agreement for an additional period of time. If approved by City, City shall provide Contractor with a written notice of the approval of the extension.

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

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

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

E. The City reserves the right to suspend work on the Work, with or without cause, in whole or in part, upon giving notice to Contractor. Contractor shall resume the Work so suspended when directed to so by the City. The City shall have no liability to Contractor except for charges for work performed by Contractor and accepted by the City prior to receipt of notice of suspension of Work. If only a portion of the Work are suspended, Contractor shall be compensated only for Work of which are not suspended and are actually performed during such suspension.

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

SECTION VI **TIME OF COMPLETION**

City and the Contractor recognize that time is of the essence of this agreement and that the City may suffer financial loss if the Work is not completed within the time **specified in Section**

V herein, plus any extensions thereof as allowed under this Agreement. Accordingly, instead of requiring any such proof of financial loss, the City and the Contractor agree that, not as a penalty, but as added expense for Engineering/Architectural supervision, the Contractor shall pay the City for each calendar day after the time to complete the Work specified in Section V, plus any extensions thereof as allowed under this Agreement, the amount corresponding below:

<u>FOR AMOUNT OF CONTRACT</u>	<u>COST PER CALENDAR DAY</u>
\$ 5,000.00 to \$ 25,000.00	\$100.00
\$ 25,001.00 to \$ 100,000.00	\$200.00
\$ 100,001.00 to \$ 500,000.00	\$250.00
\$ 500,001.00 to \$1,000,000.00	\$300.00
\$1,000,001.00 to \$2,000,000.00	\$400.00
\$2,000,001.00 to \$3,000,000.00	\$500.00
\$3,000,001.00 to \$4,000,000.00	\$600.00
\$4,000,001.00 to \$5,000,000.00	\$700.00
\$5,000,001.00 and over	\$800.00

SECTION VII

SCHEDULE REQUIREMENTS

Whenever, in the sole discretion of the City, the Work falls behind schedule, the Contractor shall, to the extent necessary to meet said schedule, increase its labor force and/or provide overtime, Saturday, and Sunday and/or holiday work, and shall have each Subcontractor do likewise, all at no additional cost to or compensation from City. Further, City shall have the right to offset against any amounts then or thereafter due to the Contractor, or to be reimbursed by the Contractor for, any additional costs City may incur as a direct result of said increase in labor force or overtime, Saturday, Sunday, and/or holiday work.

SECTION VIII

WRITTEN NOTICE OF ISSUE

In the event that any issue arises relating to any of the provisions contained in this Agreement, including, but not limited to potential delays, change orders, time extensions, weather delays, etc., Contractor agrees to notify the City, in writing, immediately, relating to such issue and provide a proposed resolution. Failure to give such notice shall constitute a waiver of any other remedies available to Contractor hereunder.

SECTION IX

NO DAMAGE FOR DELAY

In the event of any delay, not the fault of the Contractor, the Contractor shall be entitled to an extension of time for completion only, and shall not be entitled to any additional payment on account of such delay. Without limiting the foregoing, the Contractor shall not be entitled to payment or compensation of any kind from the City for direct, indirect or impact damages, and/or consequential damages, including but not limited to costs of acceleration arising because of hindrance or from any cause or whatsoever, whether such hindrances or delays be reasonable or unreasonable, foreseeable or unforeseeable, or avoidable or unavoidable.

SECTION X

UNREASONABLE SITE INSPECTION REQUIREMENTS

The Contractor acknowledges that it has taken steps necessary to ascertain the nature and location of the Work and that it has investigated and satisfied itself as to the general and local conditions which can affect the Work and its costs. The Contractor also acknowledges that it has satisfied itself as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered or difficulties or access insofar as this information is ascertainable from an inspection of the site, and available documents, including all information from exploratory work done by the City and its design consultants as well as from the Drawings and Specifications made a part of this Contract.

SECTION XI

DUTY TO COORDINATE AMONG SEPARATE PRIME CONTRACTORS

The City reserves the right to engage separate contractors to perform aspects of the Project other than the Work under this Agreement. In such case, contractor shall coordinate sequence and schedule its work together and in cooperation with such other contractors. In the event of any difficulties caused by any such other separate contractor, this Contractor shall look solely for relief to such other contractors and shall not make claim against City.

SECTION XII

CONTRACT DOCUMENTS

The Contract Documents which comprise the entire agreement between City and Contractor concerning the Work consist of this Agreement and the following attachments to this Agreement:

- Proposal including the Quote, Information Required of Bidder and all required certificates and affidavits

There are no Contract Documents other than those listed in this section. The Contract Documents may only be amended by Change Order pursuant to City Regulations and/or laws of this state or as allowed by this Agreement.

SECTION XIII

ASSIGNMENT

No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation monies that may become due and monies that are due may not be assigned without such consent (except to the extent that the

effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

SECTION XIV **MINIMUM INSURANCE REQUIREMENTS**

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

- A. Workers Compensation-
In accordance with the State statute
- B. Comprehensive General Liability
 - 1. Bodily Injury
\$250,000 each person
\$500,000 each occurrence
 - 2. Property Damage
\$100,000 each occurrence
\$100,000 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 each 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 shall be listed as an additional insured.

G. Contractor shall not commence work under this Agreement until all insurance requirements have been obtained and proof of such insurance shall have been provided to the City, nor shall Contractor allow any Sub-Contractor to commence work until all insurance as noted above has been so obtained and provided to the City. Approval of the insurance by City shall not relieve or decrease the liability of the Contractor.

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

I. 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 least fifteen (15) days before this expiration of any policy required hereunder previously obtained, Contractor shall deliver evidence reasonably acceptable to City showing that such insurance is in full force and effect.

J. Contractor hereby agrees as follows:

1. To punctually pay or cause to be paid all premiums and other sums, payable under each insurance policy required to be obtained, kept, and maintained pursuant to this 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 be void, voidable, unenforceable, suspended, or impaired in whole or in part of 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 circumstance of which it is aware which, if not disclosed to its insurers or re-insures, is likely to affect adversely the nature or extend of the coverage to be provided under any insurance policy required hereunder.

SECTION XV
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 with 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 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 XVI
CONTROLLING LAW, MANDATORY VENUE, AND FEES AND EXPENSES

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

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

SECTION XVII
INDEMNIFICATION

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

B. Contractor agrees to assist City in defense of claims or litigation brought against the City related to this project, including any claims related to design or any other Work provided

by Contractor regarding this agreement.

SECTION XVIII **LIMITATION OF LIABILITY**

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

SECTION XIX **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 XX **NO PENDING LITIGATION**

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

SECTION XXI **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 XXII **NOTICE**

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

(a) Notices to the City:

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

With a copy to:

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

(b) Notices to Contractor:

Newman Regency Group
Ed Keenan, President
900 Old Austin Hutto Road #310
Pflugerville, Texas 78660
Phone: (713) 320-8356

B. Such Notices shall be deemed delivered (i) in the case of U.S. mail in the manner provided above, there (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 XXIII **NON-APPROPRIATIONS**

A. Notwithstanding anything in the contract documents to the contrary, any and all

payments which the City is required to make under this contract shall be subject to annual appropriation or other availability of funds, as certified by the Director of Finance.

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

SECTION XXIV SUCCESSORS AND ASSIGNS

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

SECTION XXV CONFLICT OF TERMS

If any of the terms of this Agreement conflict in any respect with any of the terms of the attached Exhibits, other documents composing the Contract Documents, or any current or future Task Orders and /or Change Orders the terms of this Agreement shall be controlling.

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

SECTION XXVI 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 instance (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 waive, 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 excise thereof or insistence thereupon or the exercise of any other right, power, 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 Work with knowledge of a breach by Contractor of any covenant, obligation, or agreement under this Agreement shall not be deemed or construed to be a waiver of such breach. No acceptance of Work or payment to Contractor shall be deemed to be other than on account of the earliest installment of the amount 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 Work 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 Yvette Balderas, City Secretary

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

BY: _____
Josephine Ramirez-Solis
City Attorney

NEWMAN REGENCY GROUP

BY: _____
Ed Keenan, President
900 Old Austin Hutto Road #310
Pflugerville, Texas 78660
Phone: (713) 320-8356

**Attachments: Exhibit "A" Proposal
Exhibit "B" Certificate of Insurance**

EXHIBIT “A” – PROPOSAL QUOTE

TO CONTRACT

BETWEEN CITY OF EDINBURG

AND NEWMAN REGENCY GROUP

Edinburg WWTP No. 4 East & West Clarifier Equipment Replacement

June 25th, 2025



We invite you to be
one of our customers

NEWMAN REGENCY GROUP
WATER/WASTEWATER EQUIPMENT


A **UFT** Company

John Lanagan
jlanagan@newmanregency.com
(713) 320-8356

Newman Regency Group, LLC Collaborative Delivery

Furnish & Installation

Delivering working, integrated systems utilizing technologies that provide effective water treatment solutions

Newman Regency is focused on applying the best water and wastewater treatment solutions to our industry's greatest water treatment challenges in partnership with you.

Provide municipalities a cost-effective way to implement small to medium sized projects involving installation of new equipment or replacement/rehabilitation of existing equipment.

Complete projects faster than most project procurement mechanisms.

Provide owners with a Project Manager that is a single point-of-contact for successful project implementation.

Contract with manufacturers that use common design and engineering tools to minimize project costs.

Encourage owner participation in the selection of the installer/contractor to foster collaboration and partnership.

Include options for financing, system maintenance, and long-term support.

PROJECT SUMMARY:

Newman Regency Group is pleased to provide a turn-key proposal that includes all labor, equipment procurement, expedited scheduling (for one clarifier), rigging, electrical integration, and commissioning support. Our approach ensures minimal downtime and full compliance with performance and safety expectations.

We have structured this proposal to support a phased installation, where Clarifier 1 will be expedited and Clarifier 2 will follow under a standard delivery schedule.

SCOPE OF WORK:

Newman Regency Group will perform the following:

- Demolition and removal of existing clarifier mechanisms
- Procurement and delivery of two new spiral blade clarifiers from ClearStream Environmental
- Turn-key installation: crane, rigging, and electrical by Newman Regency Group
- Startup services: torque testing, operator training, and field support
- Performance and Payment Bond at 1.25% of the contract subtotal
- Coordination with the City to minimize operational disruption during the work

CLARIFIER 1 & 2 (Expedited)

Description	Amount
QTY (2) ClearStream Clarifiers	\$ 691,429.00
Peripheral Launderers (Painted Steel)	\$ 254,667.00
Installation & Electrical	\$ 284,722.00
Subtotal	\$1,230,818.00
1.25% Performance & Payment Bond	\$ 15,385.22
TOTAL	\$1,246,203.22

DELIVERY SCHEDULE:

- Submittal Drawings: 4–6 weeks from PO
- Owner Review: 1 week
- Delivery: 18–20 weeks from approved submittals

Submittals will include General Arrangement (GA) drawings only

EQUIPMENT SUMMARY:

55' diameter x 9.83' side water depth (with 31.32" freeboard) spiral blade secondary clarifier mechanism designed for installation in a concrete tank. Each mechanism shall consist of the following equipment:

- One center column mounted precision bearing cage drive mechanism to drive the rake arms.
 - Rake drive, Model PRE C31D, is a low-speed, high-torque, totally enclosed gear drive with positive overload protection. The drive consists of a 1 HP, 3 phase, 480 Volt, 60 Hertz, motor, mechanical speed reducer, and precision main bearing designed for a continuous torque of 18,000 ft-lbs. The main bearing carries a ten-year warranty.
- One NEMA 4X Stainless Steel Control Panel with Main Panel Lockout; Start/Stop, Reset Push Buttons, torque and an overload alarm light/horn, and dry contacts. Motor starter and 120 VAC power transformer to be included.
- One (1) Access Bridge and Center Platform. The access walkway shall be 3'-0" wide with 1-1/4" I-bar aluminum grating and 3-rail 1-1/2" sch 40 component aluminum handrail. Walkway will extend from one tank wall to the center column. The center platform shall provide 30" clearance around the drive unit and be floored with 1/4" checkered floorplate.
- One structural steel influent/support column, 18" diameter x 1/4" wall thickness.
- One structural steel drive cage.
- Two structural steel rake arm box trusses, with 304SS squeegees.
- Spiral blades tapering from 8" on the outside to 18" deep near the center complete with stainless steel squeegees.
- Influent Dispersion Well (IDW) 5'-0" diameter x 3'-0" deep with multiple tangential outlet ports, plated with 3/16" steel shall be supported from the drive cage.
- Feedwell, 14'-0" diameter x 5'-6" deep with multiple scum outlet ports, plated with 3/16" Steel shall be supported from the drive cage.
- Two skimmer assemblies to include scum deflector blade, and full radius skimmer w/ neoprene wipers.
- One full radius structural steel scum box with wall supports, fernco coupling, and scum flushing valve.
- One set fiberglass weirs and baffles. Weirs shall be 9" deep x 1/4" thick with v-notches. Baffles shall be 12" deep x 1/4" thick, with supports
- 304SS Anchor Bolts.
- 304SS Fasteners.
- Surface Preparation and Painting
 - Non-Immersion Service:
 - HDG per ASTM A123
 - Immersion Service:
 - SSPC-SP10 (Near White Blast)
 - Tnemec, Hi-Build Epoxoline II Series N69 at 4.0 – 6.0 mils DFT
 - Tnemec, Series N69 to all edges, bolt holes, welds, etc.
 - Tnemec, Hi-Build Epoxoline II Series N69 at 4.0 – 6.0 mils DFT

Inclusions

- All rigging, crane, and electrical installation by Newman Regency Group
- Bonding (1.25% of subtotal for each clarifier)
- Expedite handling for Clarifier 1&2
- Freight to job site
- Field service for start-up, torque testing, and operator instruction
- Surface preparation and coatings per ClearStream standard specs

Exclusions

- SCADA or PLC programming
- Civil work (excavation, foundations, structural modification)
- First fill of lubricants
- Stainless steel upgrades (not required per City direction)
- Taxes (proposal assumes tax-exempt status)
- Permits, inspection fees, or regulatory submissions not stated herein

TERMS & CONDITIONS:

- Proposal Validity: 30 calendar days from issue
- Payment Terms (per ClearStream):
 - 10% Upon submittal release
 - 35% Upon material order
 - 50% Upon shipment
 - 5% Upon final checkout or 120 days after shipment, whichever comes first
- Lead Times: As outlined above, dependent on timely PO and submittal approvals
- Tariffs: Not included; any material tariff cost increases to be addressed at time of procurement

NRG Care Preventive Maintenance Program



NRG Care
Preventive Maintenance Program

NRG Care

Designed to minimize
unexpected
downtime and to
extend the life of your
equipment

Treatment plants are faced with the increasing challenge of accomplishing more work with less staff, so we offer long-term warranties and preventive maintenance on most equipment that we provide.

NRG Care, with the assistance of our partner equipment manufacturers, will travel to your site regularly to assess the equipment's overall performance, perform routine maintenance, and provide a detailed report with recommendations to improve operation and extend equipment life. We will also be available to train staff on equipment operation where necessary.

Included in our preventive maintenance program for this project:

- Semi-annual visit from an NRG Care Aftermarket Specialist who will visually inspect washer compactor, spend time training and adjusting operating parameters based on system condition changes, and help trend the system for best parameters for this facility and maximize equipment capabilities.
- Written field inspection report presented after each visit.
- 1-year NRG term included.

STANDARD TERMS AND CONDITIONS

ACCEPTANCE

The following Terms and Conditions are an integral part of the offer to sell the equipment and/or services offered in this proposal. When the BUYER signifies acceptance of this quotation by submission of a Purchase Order or signed SELLER Quotation, it shall become a binding contract when accepted and signed by an authorized signer of the SELLER. Any changes or amendments to this proposal made by the BUYER must have SELLER's approval in writing to become a part of this contract. These Terms and Conditions and the accompanying Purchase Order or signed SELLER Quotation shall comprise the entire agreement between the parties and no course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any terms used in this contract. Unless stated otherwise, the terms and conditions of the manufacturers listed herein will apply to this quotation. Any attachments or listed documents are considered a part of this quotation and are made part of the agreement. **Quote is firm for thirty (30) days unless otherwise stated on the face of the attached quotation.**

APPROVAL DRAWINGS

All items listed are based on SELLER'S interpretation of the requirements in accordance with the plans and specifications. Any preliminary drawings or literature attached to our quotation are for illustration purposes only to show approximate arrangements. Specific drawings and submittal data will be furnished for approval as required after receipt and acceptance of the BUYER'S order. Any submittal or manuals when provided by SELLER will be in the form of a PDF electronic file only. Any form of media beyond the electronic file would be the responsibility of BUYER. Fabrication of products or equipment ordered will not begin until approval and direction to proceed is received in writing. No warranty is made regarding quantities, materials of construction or type of materials quoted. Operation, installation, and maintenance of materials quoted are the responsibility of the OWNER or CONTRACTOR.

DELIVERY

Any shipment or delivery date recited represents our best estimate, but no liability, direct or indirect, is assumed by SELLER for failure to ship or deliver on such dates. Unless otherwise directed, SELLER shall have the right to make early or partial shipments and invoices covering the same to BUYER shall be due and payable in accordance with payment terms hereof. FOB shall be origin unless stated otherwise on the front of these Terms and Conditions. Delivery schedule(s) will be contingent on supply-chain availability and variability for material components, therefore, lead-times are subject to change without notice. Published weights are careful estimates but are not guaranteed. SELLER will endeavor, insofar, as it is possible, to comply with shipping instructions specified by the Purchaser. However, SELLER reserves the right to ship merchandise by such means of transportation as it may select. The manufacturer will ship the equipment via best way. Demurrage shall be billed to the account of the Purchaser. **DAMAGE CLAIMS:** Care is taken in packaging all shipments. After BUYER has been given the receipt by the transportation company, all claims for breakage or shortages, whether concealed or obvious, must be made in writing by the BUYER to the carrier and SELLER within seven (7) days after receipt of shipment. When damage or shortages are obvious, written comments on the bill of lading are required before the driver is released. **RETURNED PRODUCTS:** In no instance is equipment to be returned without first obtaining SELLER'S written approval and returned materials authorization. If shipment is postponed at the request of the purchaser after manufacturing has been commenced, payment will be due on notice from us that the equipment is ready for shipment. Pro rata payments shall be made for partial shipments.

STORAGE

Any item of the product on which shipment is delayed by BUYER may be placed in storage by SELLER at BUYER'S expense and risk. If a delay in shipment is requested by BUYER after an order has been entered and accepted:

- a. No charge will be made if the request for delay is made more than six (6) weeks before acknowledged shipping date and the requested delay is for a period not in excess of thirty (30) days.
- b. A charge will be made if the requested delay exceeds a period of thirty (30) days or if the request is made within six (6) weeks of the acknowledged shipping date. SELLER will advise BUYER of the charge within ten (10) days of receiving BUYER'S request for delay.
- c. If the product is within six (6) weeks of the acknowledged shipping date, then SELLER has the option of completing, invoicing and storing the product and charging one and one-half percent (1.5%) per month, or the maximum percentage permitted by law, whichever is lesser, of the established price for such product, plus storage cost.

PAYMENT

Payment terms, upon credit approval, are of net thirty (30) days from the date of each invoice for material shipped (or when ready for shipment if shipment is deferred by BUYER) **unless stated otherwise on the face of the attached quotation.** Flow down provisions are not accepted and shall not be enforceable against SELLER. Retention is not allowed. In the event any payment becomes past due, a charge of one-half percent (1.5%) will be assessed monthly. These terms are completely independent from, and not contingent upon, when BUYER receives payment from the OWNER. A processing fee of up to four percent (4%) will be added for credit card payments. All merchandise sold is subject to lien laws. Partial or final payment shall constitute acceptance of delivered materials, products, or equipment.

FORCE MAJEURE

Neither Party will be liable for any failure or delay in performing an obligation under these Terms and Conditions that is due to any of the following causes, to the extent beyond its reasonable control: acts of God, accident, riots, war, terrorist act, epidemic, pandemic, quarantine, civil commotion, breakdown of communication facilities, breakdown of web host, breakdown of internet service provider, natural catastrophes, governmental acts or omissions, changes in laws or regulations, national strikes, fire, explosion, generalized lack of availability of raw materials or energy. For the avoidance of doubt, Force Majeure shall not include (a) financial distress nor the inability of either party to make a profit or avoid a financial loss, (b) changes in market prices or conditions, or (c) a party's financial inability to perform its obligations hereunder.

TAXES AND BONDS

Taxes and bonds are **NOT** included in our pricing. Any applicable taxes or bonds will be added to the price and shown separately on each invoice. All prices exclude sales, use, duties, excise, and other taxes in respect to manufacture, sale, or delivery, all of which are to be paid by the buyer unless a proper exemption certificate is furnished. BUYER agrees to reimburse our company for taxes SELLER must pay on BUYER'S behalf.

PRICE ESCALATION and/or MATERIAL DEPOSITS

If between the proposal date and actual procurement and through no fault of the SELLER, the relevant cost of labor, material, freight, brokerage fees, tariffs, and other SELLER costs combined relating to the contract increase, then the contract price shall be subject to escalation and increased accordingly. If required by the BUYER, increase shall be verified by documentation and the amount of contract price escalation shall be calculated as either the actual increased cost to the Seller or, if agreed by the Parties, the equivalent increase of a relevant industry recognized third-party index. SELLER shall undertake good faith efforts to obtain savings in its procurement of materials to avoid escalation costs. BUYER shall cooperate with SELLER in such efforts to obtain such cost savings. SELLER shall contemporaneously track any escalation costs.

STANDARD TERMS AND CONDITIONS

CLAIMS AND BACKCHARGES

BUYER agrees to examine all materials immediately upon delivery and report to SELLER in writing any defects or shortages noted no later than ten (10) days following the date of receipt. The parties agree that if no such claim is made within said time, it shall be considered acceptable and in good order with respect to any defect or shortage which would have been revealed by such an inspection. In no event will SELLER be responsible for any charge for modification, servicing, adjustment or for any other expense without written authorization from SELLER prior to the performance of any such work. IN NO EVENT SHALL SELLER BE LIABLE TO BUYER OR ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT, OR FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, FOR ANY REASON, INCLUDING WITHOUT LIMITATION, DAMAGES ARISING OUT OF A DELAY IN OR FAILURE OF DELIVERY, DEFECTS IN MATERIAL AND WORKMANSHIP AND/OR FAILURE OF GOODS TO PERFORM TO APPLICABLE SPECIFICATIONS, DRAWINGS, BLUEPRINTS OR SAMPLES AS SET FORTH OR DESCRIBED HEREIN, IF ANY, OF A BREACH BY SELLER OF ANY OTHER TERM OR OBLIGATION OF SELLER UNDER THE CONTRACT. No penalty clauses of any description will be effective unless approved in writing over the signature of a principal of SELLER. Under no circumstances shall SELLER be liable for any consequential, special or incidental damages, including liquidated damages, arising from any breach by it in this transaction, AND ALL SUCH CONSEQUENTIAL, SPECIAL AND INCIDENTAL DAMAGES, INCLUDING LIQUIDATED DAMAGES, ARE EXCLUDED FROM ANY REMEDIES AVAILABLE TO THE BUYER.

SECURITY INTEREST & TITLE

Until all amounts due SELLER have been paid in full, SELLER shall retain a security interest in the product and have all rights of a secured party under the Uniform Commercial Code and applicable law, including the right to repossess the product or equipment without legal process and the right to require the BUYER to assemble the equipment and make it available to SELLER at a place reasonably convenient to both parties.

WARRANTY

Equipment and parts not manufactured by the SELLER carry only the warranty of the manufacturer of said parts. SELLER does not make any express or implied warranty for equipment and/or parts it did not manufacture. Credits for defective material and workmanship in said equipment and/or parts are only in accordance with the underlying company policy of the manufacturer. SELLER makes no warranty whatsoever with respect to any equipment and/or parts as to their merchantability or fitness for a particular purpose. It is further agreed that the SELLER assumes no liability whatsoever for failure of equipment due to normal usage and wear.

INDEMNIFICATION

To the fullest extent permitted by the law in which the project is located, BUYER and SELLER shall indemnify and hold one another and their respective employees and agents harmless from and against all claims, damages, losses, liabilities, actions, causes of action, demands, fines, penalties, judgments, costs, and expenses, including but not limited to attorneys' fees, court costs, expert fees and costs, arising out of or resulting from BUYER's or SELLER's own negligent acts, omissions or misconduct, to the extent such negligence is covered by BUYER's and SELLER's respective insurance policies. In the event any third party asserts against SELLER a claim for patent infringement, royalties or licensing fees with respect to BUYER's use of the products, materials, or equipment provided hereunder, BUYER agrees to indemnify SELLER for all liability damages, costs and expenses in connection therewith.

CANCELLATION

Buyer may cancel this contract only in writing signed by BUYER's duly authorized agent and acknowledged in writing by SELLER's duly authorized agent. Should this order be cancelled, BUYER shall be obligated to pay for the level of work performed and products shipped. Work performed includes any engineering, calculations, preparation of submittals, drawings, and/or travel to job site in relation to this order. In addition to any other remedies provided under these Terms and Conditions, SELLER may terminate this contract with immediate effect by providing signed, written notice to BUYER, if BUYER: (i) fails to pay any amount when due under the contract and such failure continues for 30 days after BUYER's receipt of written notice of nonpayment; (ii) has not otherwise performed or complied with any of these Terms and Conditions; or (iii) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings in bankruptcy, receivership, reorganization or assignment for the benefit of creditors.

FIELD WORK

Unless specifically stated on our quotation, installation, start-up service, field testing, supervision, operation, and training are not included in our pricing of product. In the event that SELLER or any of its employees or agents do perform work or services on-site at the project's location, BUYER agrees to hold SELLER and its employees or agents harmless for any injuries or damage to property caused by their acts or omission, except to the extent said injuries or property damage arise from gross negligence or intentional misconduct.

MODIFICATIONS

This contract can be modified only in writing which specifically states that it amends these Terms and Conditions and is signed by both parties and their duly authorized agents. It is further agreed that this contract shall not be modified in any respect except in writing signed by the party and their duly authorized agent against whom the modification is sought to be enforced.

AUTHORITY OF SELLER'S AGENTS

No agent, employee or representative of the SELLER has any authority to bind the SELLER to any affirmation, representation or warranty concerning the goods sold under this Contract, and unless an affirmation, representation or warranty made by an agent, employee, or representative is specifically included within this written contract, it shall not be enforceable by the BUYER.

NO THIRD-PARTY BENEFICIARIES

This contract is for the sole benefit of BUYER and SELLER and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of these Terms and Conditions.

GOVERNING LAW

All matters arising of or relating to the contract or the Terms and Conditions shall be governed by and construed in accordance with the laws of the state in which the project is located.

STANDARD TERMS AND CONDITIONS

DISPUTE RESOLUTION

In the event of any dispute between BUYER and SELLER arising out of the terms of the contract and these Terms and Conditions, such dispute shall be decided by arbitration administered by the American Arbitration Association in accordance with the then-prevailing Commercial Arbitration Rules and Mediation Procedures of the American Arbitration Association. BUYER and SELLER mutually agree that any dispute involving claims valued at or above \$1,000,000.00 shall be heard by a panel of three (3) arbitrators. The venue for all arbitration proceedings shall be the State of California. The foregoing agreement to arbitrate shall be specifically enforceable in any court of competent jurisdiction. The award rendered by the arbitrators shall be final and judgment may be entered upon it in accordance with applicable law in any court of competent jurisdiction.

SEVERABILITY

The partial or complete invalidity of any one or more provisions of these Terms and Conditions shall not affect the validity or continuing force and effect of any other provision. If any provision is invalid, in whole or in part, the provision shall be considered reformed to reflect the intent thereof to the greatest extent possible consistent with applicable law.

ASSIGNMENT – DELEGATION

No right or interest in this Contract shall be assigned by the BUYER without the written permission of the SELLER, and no delegation of any obligation owed, or of the performance of any obligation by the BUYER shall be made without the written permission of the SELLER. Any attempted assignment or delegation shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

Authorized Signature/Date

Authorized Signature/Date

Printed Name/Company

Printed Name/Newman Regency Group

EXHIBIT “B” - INSURANCE CERTIFICATE

TO CONTRACT BETWEEN CITY OF EDINBURG AND NEWMAN REGENCY GROUP



CERTIFICATE OF LIABILITY INSURANCE

3/1/2026

DATE (MM/DD/YYYY)

2/26/2025

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

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

PRODUCER Lockton Companies, LLC Three City Place Dr., Ste. 900 St. Louis MO 63141-7081 (314) 432-0500 midwestcertificates@lockton.com	CONTACT NAME:	
	PHONE (A/C, No, Ext): FAX (A/C, No):	
INSURED 1528547 Newman Regency Group, LLC 1701 N. Collins Blvd, Ste. 100 Richardson TX 75080	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Illinois Union Insurance Company	
	INSURER B: Federal Insurance Company	
	INSURER C: Certain Underwriters at Lloyd's, London	
	INSURER D:	
INSURER E:		
INSURER F:		

COVERAGES**CERTIFICATE NUMBER:** 21162487**REVISION NUMBER:** XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☒ LOC OTHER:	N	N	APC G47452636 002	3/1/2025	3/1/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	N	N	(25) 7362-65-82	3/1/2025	3/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 10,000	N	N	XOO G47452648 002	3/1/2025	3/1/2026	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$ XXXXXXXX
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☒ Y/N ☐ N/A If yes, describe under DESCRIPTION OF OPERATIONS below	N	N	(26) 7175-12-36	3/1/2025	3/1/2026	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liability	N	N	HPL24-0801	3/1/2025	3/1/2026	Each Claim: \$2,000,000 Aggregate: \$2,000,000 Retention: \$100,000

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

CERTIFICATE HOLDER**CANCELLATION**

21162487 City of Edinburg PO BOX 1079 Edinburg, TX 78541	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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June 25, 2025

Gerardo Carmona Jr., PE
Director of Utilities
City of Edinburg
1201 N. Doolittle
Edinburg, Texas 78542

Re: City of Edinburg – North WWTP Brush Plant No. 4 – East & West Clarifier Replacement Project

Mr. Carmona:

After review of the Proposal from Newman Regency Group (Contract # 25010401) dated June 25, 2025, it is our recommendation that the proposed construction of the aforementioned project will meet the requirements of the plans and specifications provided to the City of Edinburg from LeFevre Engineering.

Please be advised that the recommendation is contingent upon approval and review of Contractor submittals by LeFevre Engineering and the City of Edinburg.

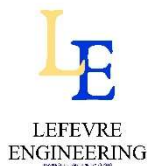
Furthermore, the project proposal, in my opinion, would be the most cost-effective route for the City of Edinburg as opposed to bidding the project via traditional bidding. It would expedite the project completion for the proposed WWTP, in my opinion, which could potentially fail at any time. With both clarifiers out of service, this would effectively make the WWTP unusable until the clarifiers are rehabilitated and put back into service. Additionally, Brush Plant No. 4 WWTP currently has no redundancy.

If you have any questions in regard to this review letter, please feel free to contact our office at (956) 540-9428 or by email at richard@lefevreengineering.com.

Respectfully,
LeFevre Engineering, PLLC



Richard LeFevre, PE, CFM
Project Engineer



cc:

Arturo Martinez, City of Edinburg (via email)
Vanessa Velasquez, City of Edinburg (via email)
Marissa LeFevre, LeFevre Engineering (via email)



CITY OF EDINBURG - CITY COUNCIL

Meeting Date: July 1, 2025

CONTRACTUAL

Agenda Item No: 11.A.

Memorandum of Understanding Between City of Edinburg and UNT Dallas

1. Agenda Item:

Consider Authorizing the City Manager to Enter Into a Memorandum of Understanding (MOU) Between the University of North Texas at Dallas (UNT Dallas) and the City of Edinburg to House the Regional Director for the Peer Support Network at the Edinburg Police Department. [Jaime Ayala, Police Chief]

2. Description:

This Memorandum of Understanding (MOU) seeks to establish a clear and shared understanding between the Edinburg Police Department and the University of North Texas Dallas. The Peer Support Network offers a comprehensive support system to law enforcement officers, with the Regional Director overseeing the development and cultivation of a program that provides officers with the necessary resources to address the multiple challenges they face in the line of duty.

The provision of mental health resources to the officers in service of the community is a critical aspect of The Edinburg Police Department's operations. Officers will have access to mental health resources with the Regional Director housed in The Edinburg Police Department.

There will be no financial impact associated with the memorandum of understanding.

3. Staff's Recommendation:

Approve authorizing the City Manager to Enter into a Memorandum of Understanding (MOU) Between the City of Edinburg and the University of North Texas at Dallas (UNT Dallas) to House the Regional Director for the Peer Support Network at The Edinburg Police Department.

Reviewed by:

Jaime Ayala, Chief of Police

Prepared by:

Delia Jaramillo,
Administrative Specialist
Iris Alvarado, Management
Services Administrator

Attachments:

A. MOU between UNT Dallas TLEPN and City of Edinburg

Memorandum of Understanding

UNT Dallas Texas Law Enforcement Peer Network

The University of North Texas at Dallas (UNT Dallas) & City of Edinburg

This Memorandum of Understanding sets forth the expectations and commitments of the University of North Texas at Dallas (University) Texas Law Enforcement Peer Network (TLEPN) Program and the City of Edinburg (Partner).

RECITALS

This Memorandum of Understanding is made and entered into by University and Partner as of the Effective Date.

WHEREAS, University and Partner desire to mutually engage in a partnership to support and establish a Regional Director in Edinburg, Texas for the Texas Law Enforcement Peer Network (TLEPN) program;

THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, University and Partner agree as follows:

1. Fiscal Responsibility. The Parties agree that any and all expenses incurred by the individual Parties in the performance of this Agreement, including expenses related to marketing, administrative and personnel costs, and technology costs, will be the sole responsibility of the Party incurring those expenses. In no event will either party submit requests for reimbursement of costs to the other party.
2. Intellectual Property. University shall, at all times, retain ownership in and the rights to any creative works, research data, reports, designs, recordings, graphical representations, or works of similar nature that may be produced in connection with this MOU.

Primary Responsibilities of the UNT Dallas – TLEPN Program

- Ensure the Texas Law Enforcement Peer Network (TLEPN) curriculum remains relevant and current.
- Deliver TLEPN policy and operational orientation, including reporting requirements, within 30 days of the Regional Director's hire, along with ongoing technical assistance.
- Offer comprehensive training on the software application along with ongoing technical support.
- Plan, coordinate, and facilitate virtual Regional Director network meetings.
- Offer clear operational guidance and directives to the Regional Director.
- Provide the city with a copy of the Regional Director's contract within 30 days of hire.

- Provide prompt, regular, and effective support to the City of Edinburg regarding the Texas Law Enforcement Peer Network Program.
- Keep the City informed of significant updates and changes as the Texas Law Enforcement Peer Network continues to expand.
- Fiscal Responsibility. The Parties agree that any and all expenses incurred by the individual Parties in the performance of this Agreement, including expenses related to marketing, administrative and personnel costs, and technology costs, will be the sole responsibility of the Party incurring those expenses. In no event will either party submit requests for reimbursement of costs to the other party.

Primary Responsibilities of the City of Edinburg

- Authorize UNT Dallas TLEPN staff to collaborate with the Edinburg Police Department in approving the employment of a full-time staff member dedicated to the Texas Law Enforcement Peer Network.
- Provide the individual hired by the University of North Texas Dallas for the Regional Director position with necessary access, including building entry, office space, and access to agency officers, and other resources to ensure that the duties of the Regional Director will be conducted.
- Ensure strict confidentiality of all peer support interactions in compliance with Texas Occupations Code Section 1701.624, and enforce adherence to required data security protocols for all personnel involved in the program.
- Support the Texas Law Enforcement Peer Network by promoting broad registration and usage of the application among officers across the city and region.
- Increase awareness of the peer network throughout the region to bolster support for the Regional Director's efforts.

SIGNATURE PAGE ONLY

City of Edinburg

University of North Texas at Dallas

Myra L. Ayala, City Manager

Warren von Eschenbach, President

Date: _____

Date: _____



CITY OF EDINBURG - CITY COUNCIL

Meeting Date: July 1, 2025

ELECTION

Agenda Item No: 12.A.

Polling Locations

1. **Agenda Item:**

Discuss and Consider Possible Recommendations for Early Voting and Election Day Polling Locations to Submit to Hidalgo County for the City of Edinburg November 04, 2025 Municipal General Election. [Clarice Y. Balderas, City Secretary]

2. **Description:**

The Hidalgo County Elections Administration conducts the City's Uniform Elections, and in compliance with the Texas Election Code requirements designates the polling locations. All polling location recommendations will need to be evaluated and approved by the Hidalgo County Commissioners Court. Adding additional polling locations will be at an additional cost to the election and may require additional funding.

The following polling locations have been previously vetted, approved and used by Hidalgo County Commissioners Court in the City of Edinburg:

Early Voting

Hidalgo County Elections Annex Building (Annex Room), located at 317 North Closner Boulevard, Edinburg, Texas

University of Texas-Rio Grande Valley, Student Academic Center (UTRGV-STAC Lounge), located at 1201 West University Drive, Edinburg, Texas

Election Day

Hidalgo County Elections Annex Building (Warehouse Room), located at 317 North Closner Boulevard (North Entrance), Edinburg, Texas

University of Texas-Rio Grande Valley, Student Academic Center (UTRGV-STAC Lounge), located at 1201 West University Drive, Edinburg, Texas

Possible Polling Locations:

The following possible polling locations that have been previously vetted, approved and used by Hidalgo County Commissioners Court in the City of Edinburg:

Bert Ogden Arena located at 4900 S I-69C (South Hall), Edinburg, Texas

Canterbury Elementary School (Main Hallway) located at 2821 W Canton Rd, Edinburg,

City of Edinburg Parks and Recreation and Wellness Center, located at 315 East Mark S. Peña Drive, Edinburg, Texas

De Escandon Elementary School (Lobby) located at 1100 E. Trenton Rd., Edinburg, Texas

Edinburg Conference Center at Renaissance (Conference Room) located at 118 Paseo Del Prado, Edinburg, Texas

Hidalgo County Appraisal District located at 4405 Professional Dr., Edinburg, Texas

IDEA Edinburg College PREP(Gymnasium) located at 2553 N. Roegiers Rd. Edinburg, Texas

Jefferson Elementary (Gymnasium) located at 904 S. 12th Avenue, Edinburg, Texas

Monte Cristo Elementary School (Front Entrance) located at 4010 N. Doolittle Rd., Edinburg, Texas

Norma Linda Treviño Elementary (Lobby) located at 909 Mon Mack Rd, Edinburg, Texas

South Texas Health Systems (Texas Room) located at 1102 W. Trenton Rd., Edinburg, Texas

Other Possible Polling Locations

The following are possible polling locations that have not been previously vetted, approved, and used by Hidalgo County Commissioners Court in the City of Edinburg:

De Zavala Elementary School located at 3615 W. Rogers Rd., Edinburg, Texas

Dr. Kay Teer Crawford Elementary located at 1800 East Davis Rd, Edinburg, Texas

UTRGV Testing Center located at 1407 E. Freddy Gonzalez Dr., Edinburg, Texas

3. Staff's Recommendation:

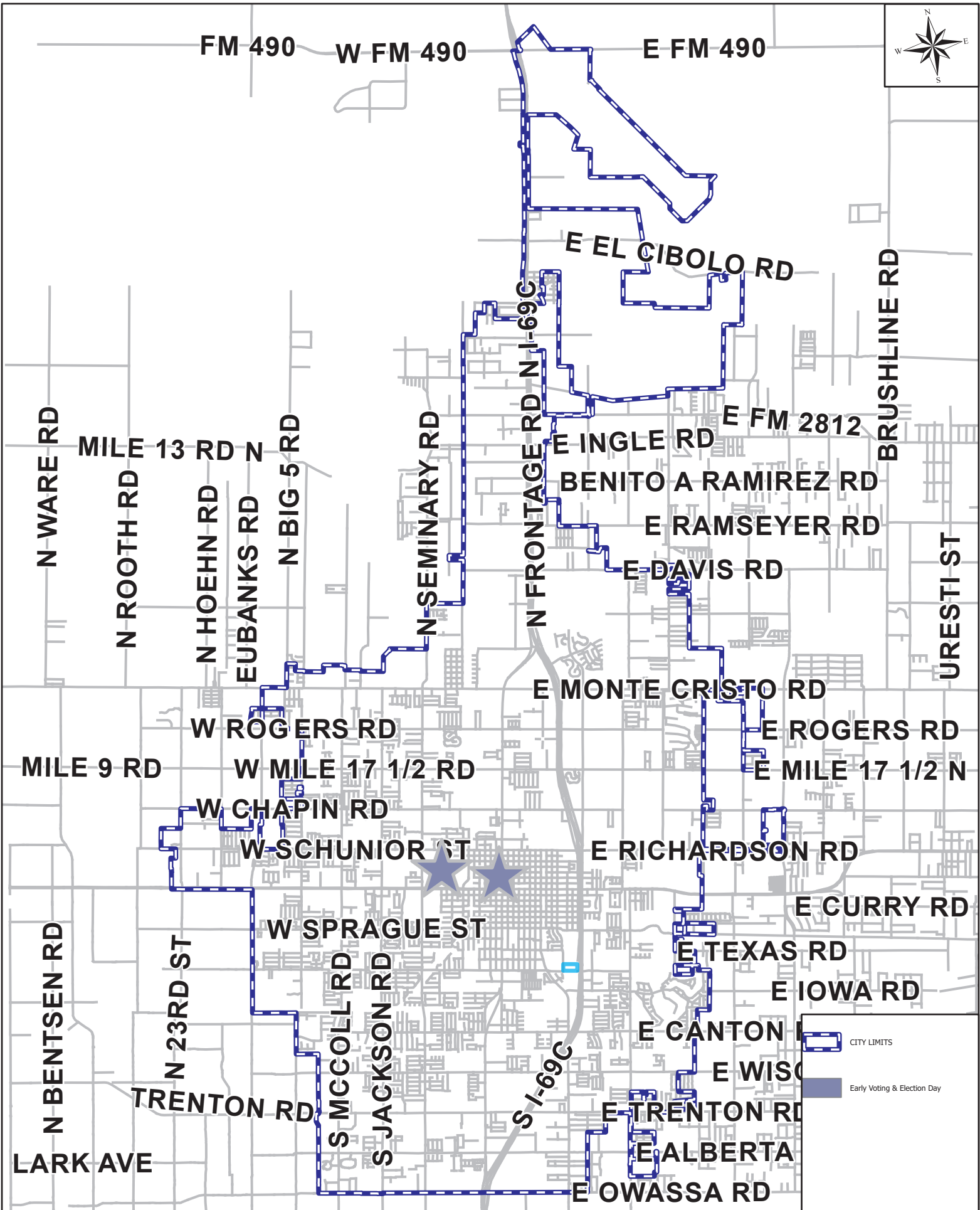
Discuss and Consider Possible Recommendations for Early Voting and Election Day Polling Locations to Submit to Hidalgo County for the City of Edinburg November 04, 2025 Municipal General Election.

Reviewed by:

Prepared by:
Clarice Balderas, City
Secretary

Attachments:

- A. Election Polling Locations Early Voting and Election Day
- B. Possible Polling Locations

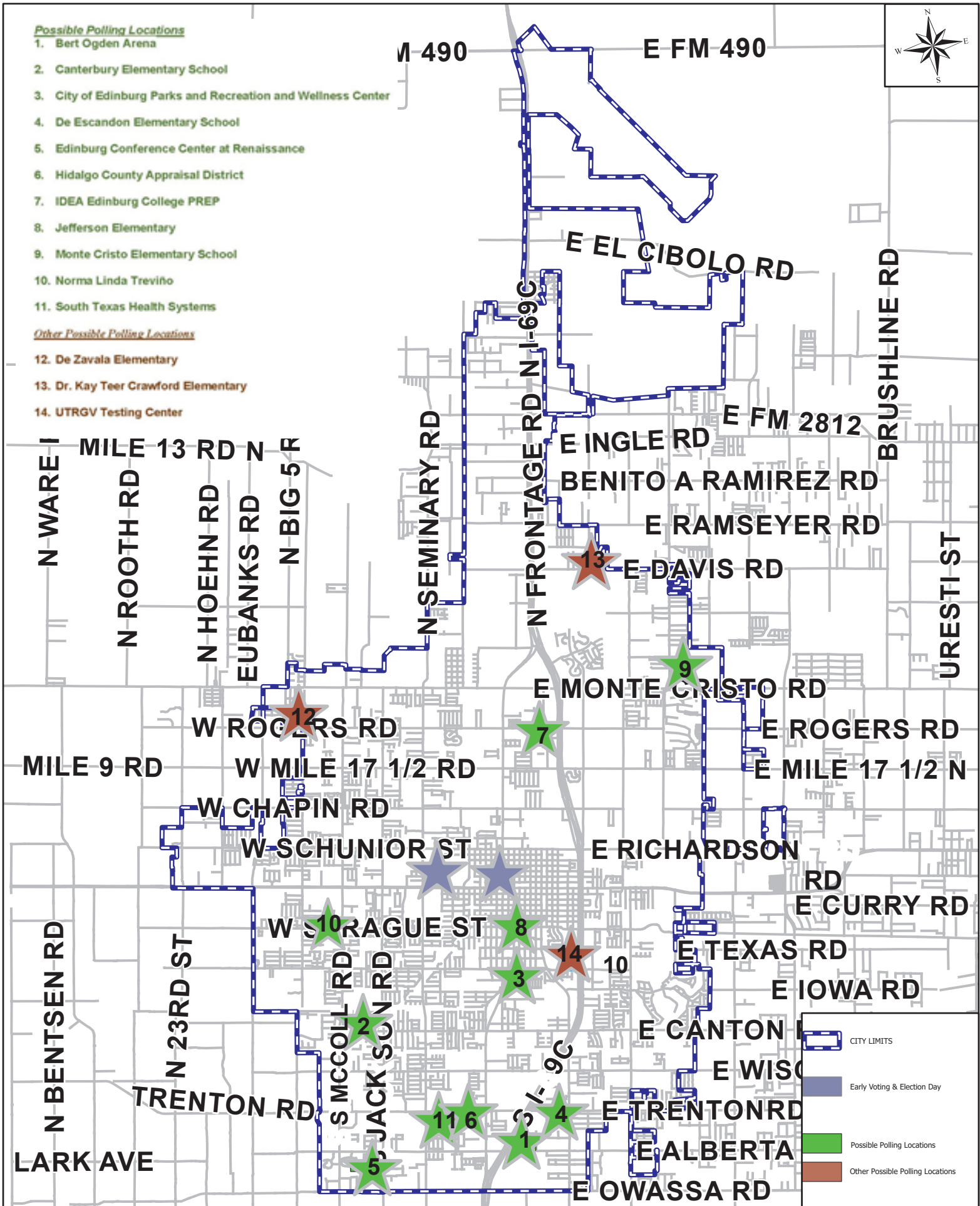


Possible Polling Locations

1. Bert Ogden Arena
2. Canterbury Elementary School
3. City of Edinburg Parks and Recreation and Wellness Center
4. De Escandon Elementary School
5. Edinburg Conference Center at Renaissance
6. Hidalgo County Appraisal District
7. IDEA Edinburg College PREP
8. Jefferson Elementary
9. Monte Cristo Elementary School
10. Norma Linda Treviño
11. South Texas Health Systems

Other Possible Polling Locations

12. De Zavala Elementary
13. Dr. Kay Teer Crawford Elementary
14. UTRGV Testing Center



EDINBURG NEW DEVELOPMENT MAP

Possible Polling Locations



CITY OF EDINBURG - CITY COUNCIL

Meeting Date: July 1, 2025

APPOINTMENTS

Agenda Item No: 13.A.

City Advisory Boards Appointments

1. Agenda Item:

Consider Appointments to the Following City Advisory Boards, Councils, Commissions and Committees: All America City David Chavana 10K Advisory Board, One Member; Airport Advisory Board of South Texas International Airport of Edinburg, One Member; Zoning Board of Adjustment, One Member. [Clarice Y. Balderas, City Secretary]

2. Description:

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

All America City David Chavana 10K Advisory Board (1 Member) – It shall be the duty of the Board to formulate and submit to the City Council plans and recommendations for the operation, development, publicity, and all other matters related to the annual All America City David Chavana 10K race.

Present Member(s): Edward Greaves

Applicant(s): Napoleon Coca, Angela Garcia, Kristal Gina Espinoza

Airport Advisory Board of South Texas International Airport of Edinburg (1 Member) -

Function: It shall be the duty of the Board to formulate and submit to the City Council plans and recommendations for the use, operation and development of the municipal airport.

Present Member(s): Moises Segovia

Applicant(s): Moises Segovia, Dustin David Ponce,

Zoning Board of Adjustment (1 Member)- Function: The Zoning Board of Adjustments hears and decides appeals where it is alleged there is error of law in any order, requirement, decision, or determination made by the Building Inspector. The Board of Commissioners may from time to time amend, supplement or change by ordinance the boundaries of the districts or the regulations herein established.

Present Member(s): Vacancy

Applicant(s): Aaron Ray Villarreal, Roel Zamora

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: All America City David Chavana 10K Advisory Board, One Member; Airport Advisory Board of South Texas International Airport of Edinburg, One Member; Zoning Board of Adjustment, One Member.

Reviewed by:
Clarice Balderas, City Secretary

Prepared by:
Yamilet Galvez,
Administrative Specialist

Attachments:

None



CITY OF EDINBURG - CITY COUNCIL

Meeting Date: July 1, 2025

CONSENT AGENDA

Agenda Item No: 14.A.

On-Site Physical Examination for Firefighters

1. Agenda Item:

Consider Awarding RFP No. 2025-07, On-Site Physical Examination for Firefighters to Life Extension Clinics, Inc. D/B/A Life Scan Wellness Centers in the Amount Not to Exceed \$74,948 and Authorize the City Manager to Enter Into a Medical Service Agreement Execute Any Documents Related Thereto. [Omar Garza, Fire Chief]

2. Description:

Annual physical examinations for career and volunteer firefighters are based off of the guidelines of the National Fire Protection Association Code No. 1582 Standards on Medical Requirements for Firefighters and Code No. 1583 Standard on Health-Related Fitness Programs for fire department members.

The City of Edinburg solicited and advertised for Request for Proposals and received three proposals for On-Site Physical Examination for Firefighters. A review, tabulation and evaluation of proposals revealed that Life Extension Clinics, Inc. D/B/A Life Scan Wellness Centers, although not the lowest bidder, met all city requirements outlined in the solicitation. The fire department has previously conducted business with this vendor in the past.

Vendor	Amount
1. Doho Weight Loss Clinic, Inc.	\$45,100.00
2. Life Extension Clinics, Inc.	\$74,948.00
3. Professional Health Services, Inc.	\$95,592.32

Funding for this item is currently budgeted in the FY 2024-2025 Fire Department Budget - Professional Services 100-2500-511200.

This agreement will be for two years. The City shall have the right, in its sole discretion, to extend the term of this agreement for an additional year upon approval from the City.

3. Staff's Recommendation:

Approve Awarding RFP No. 2025-07, On-Site Physical Examination for Firefighters to Life Extension Clinics, Inc. D/B/A Life Scan Wellness Centers in the Amount Not to Exceed \$74,948 and Authorize the City Manager to Enter Into a Medical Service Agreement Execute Any Documents Related Thereto.

Reviewed by:

Omar Garza, Fire Chief

Prepared by:

Maricruz Tovar, Emergency
Management Planner

Attachments:

A. Tabulation

- B. Vendor Scores by Evaluation Criteria
- C. Bidders List - On -Site Physical Exams for Firefighters
- D. Notice to Respondents - On-Site_Physical_Examination_for_Firefighters
- E. City_of_Edinburg_RFP_2025-07_On_Site_Physical_Examinations_Life_Extension_
- F. Agreement_Medical Service Agreement



RFP 2025-07 - On Site Physical Examination for Firefighters

Opening Date: May 7, 2025 at 3:00 p.m.

On-Site Physical Examinations for Firefighters				Doho Weight Loss Clinic LLC		Life Extension Clinics, Inc. D/B/A Life Scan Wellness Centers		Professional Health Services, Inc.	
Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
1	Individual Firefighter Physicals	96	Each	\$350.00	\$33,600.00	\$682.00	\$65,472.00	\$917.17	\$88,048.32
2	Heavy Metals	46	Each	\$150.00	\$6,900.00	\$103.00	\$4,738.00	\$144.00	\$6,624.00
3	Cholinestrese	46	Each	\$100.00	\$4,600.00	\$103.00	\$4,738.00	\$20.00	\$920.00
	Total				\$45,100.00		\$74,948.00		\$95,592.32



RFP 2025-07 - On Site Physical Examination for Firefighters
Opening Date: May 7, 2025 at 3:00 p.m.

Vendor	Proposer Qualifications, Expertise, Experience and References	Cost Proposal	Proposed Method of Performance	Total Score
Doho Weight Loss Clinic LLC	30	30	30	90
Life Extension Clinics, Inc. D/B/A Life Scan Wellness Centers	40	28	30	98
PROFESSIONAL HEALTH SERVICES, INC.	40	25	30	95

Bidders List

rgreer@1stpc.net	jennifer.connelly@lifescanwellness.com
admin@911tacmed.com	smartin@godailey.com
ace4edu@yahoo.com	smichael@m2dynamics.us
accounts-receivable@aapc.com	stephen@meatheadacademy.com
mere.austin@gmail.com	emcreaken@mediariders.com
proposals@act.org	kelly@metroinstitute.com
andrea@agileanalytics.org	DTWINING@MICROASSIST.COM
serena@alignbeautyschool.com	Emccardell@maccoachingandconsulting.com
bids_dom@air.org	medaudsolutions@aol.com
contact@ascendperformancetech.com	Fawazxsaba@gmail.com
ddurant@ahc-llc.com	debbie@nodusinc.com
aitranslators@aol.com	jbrownson@OAKHILLTECH.COM
farhana.ali@azvantage.com	bschmitz@conovercompany.com
warren.buckwald@beable.com	kingram9803@hotmail.com
terasa@bestpracticesconsulting.org	juanita.billingsley@gmail.com
mkhirallah@bigrockeducation.com	contact@paragondelta.com
mbwood1284@gmail.com	pfac@pfaclassrooms.org
omartin@bmxintegrity.com	info@patrioticholdings.com
cdb@borelonline.com	terri.dunbar@pearson.com
ashley@breezydayllc.com	myron.lasher@proctorgenix.com
jmrojas54@yahoo.com	info@quicklabsandscreening.com
GMATTHEWS@BUS101CONSULTANTS-TRAINERS.COM	vernell.walton45@gmail.com
brtprofessionaldevelopment@gmail.com	kelli@restoreeducation.com
thebadoes@gmail.com	Ro_jaz777@yahoo.com
bobbye@bobbyemills.com	sbtech237@gmail.com
ccrehab@me.com	info@signatureadvisorypartners.com
services@championtomorrow.com	admin@simplecdlschool.com
acleaver2020@gmail.com	sectbusiness@gmail.com
rmcllain@edu-nation.org	caboud@mysmla.com
tea@cooper-squared.com	straightpathsolutions.qp@gmail.com
julianne.demartino@corwin.com	tgohmann@spartnerships.com
crashdynamicsa@charter.net	info@summitpublicoperations.com
ibenson@csaedu.com	info@senojsservices.com
iqbal.sheikh@cybertex.edu	spedpsychdfw@gmail.com
cris.medina@crescendo.group	john.petree@texansforexcellence.org
dnbravollc@gmail.com	rfpsubmissions@achievementnetwork.org
info@dadocservice.com	joshua@nelrod.com
dtjackson100@att.net	rct@miraflores.agency
proposals@datarecognitioncorp.com	lucy@theoremb.com
dcj@dcjeducation.org	sam@tiptopturnkey.com
jhennessy@dasinc.us	info@toptalentlearning.com

sales@digitaldeskinc.com	angie@trainerangie.com
daviogroupllc@gmail.com	djohnson@transformed-consulting.com
briedel@synergy-solutionsllc.com	roy.rucker@trecig.com
drschreuder@dyscalculiaservices.com	amarilys@tri-lin.com
pshah@edtechenrichment.com	trianastutoringservices@gmail.com
rfpnotification@simulationiq.com	thp@techniques-satx.com
rfprequests@ets.org	jtillman@trainup.com
vashley@getelevat-ed.com	dcjones8160@gmail.com
s.mcclue@eliteutexas.com	montez@unifiedstrategic.com
camille.bryant@ellimacSolutions.com	
ENCON.admin@ENCONINTERNATIONAL.COM	quisha@umembahalth.com
ericpierce713@gmail.com	jan.ghalib@vprimetech.com
lenoramcmillian@emciinc.com	richard.adetimehin@visaniamerica.com
kgellerman@enterprisetraining.com	joyce@whysalesnetwork.com
smatt@estrategysolutions.com	info@winninnovations.com
debra.canady@exceedstaffing.com	padams@zwgroup.net
accounting@exceldriverservices.com	david@integral-ed.com
cpineda@3-ec.com	rfp@goeverblue.com
fceprivate@yahoo.com	kespe@outlook.com
colette.lewis@ffgsconsulting.com	DEE@KIDSROBOTICACADEMY.COM
daguilera@fidelisnetworks.com	jenny@kmcequipment.com
carolynhenry11@gmail.com	esokolowski@knowledgewave.com
info@forensicassurance.com	Kahnlogistics.comm@gmail.com
GeminiJarvis1@outlook.com	kmichael@kamico.com
awalker@globallearningsystems.com	laneyou@lm3laser.com
granviapro@gmail.com	nancy.lonestar@gmail.com
greenawayslab@outlook.com	info@hrdefined.com
info@hphca.org	bids@imaginelearning.com
sheila@rutledge-associates.com	lance@iamnco.org

REQUEST FOR PROPOSAL

2025-07

ON-SITE PHYSICAL EXAMINATION FOR FIREFIGHTERS

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



RELEASE DATE: May 7, 2025

DEADLINE FOR QUESTIONS: May 16, 2025

RESPONSE DEADLINE: June 3, 2025, 3:00 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

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

City of Edinburg
REQUEST FOR PROPOSAL
On-Site Physical Examination for Firefighters

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

Attachments:

A - Sample Agreement_Medical Service Agreement.....

B - Attachment_1_-_Annual_Firefighter_Physicals

1. Introduction

1.1. Summary

- Annual physicals for firefighters
- Provide a cost-effective investment in the early detection, disease prevention and health promotion of firefighters
- Create physical data to monitor future effects of exposure to specific biological, physical or chemical agents
- Detect changes in an individual's health that may be related to harmful working conditions
- Provide uniformed personnel with information about the individual's occupational hazards and current health
- Comply with federal, state and local requirements
- Limit out-of-service time through preventative early intervention of potential problems
- Recommend types of case-management/rehabilitation for injuries to decrease re-injury rates

1.2. Background

Department will provide facilities to perform medical evaluations.

1.3. Contact Information

Project Contact:

Maricruz Tovar

Emergency Management Planner

212 W. McIntyre

Edinburg, TX 78539

Email: mtovar@cityofedinburg.com

Phone: [\(956\) 383-7691](tel:(956)383-7691)

Procurement Contact:

Criselda Lozano

Purchasing Manager

415 W. University Drive

Edinburg, TX 78541

Email: clozano@cityofedinburg.com

Phone: [\(956\) 388-8964](tel:(956)388-8964)

Department:

Fire

Department Head:

Omar Garza

Chief of Fire

1.4. Timeline

Release Project Date	May 7, 2025
Question Submission Deadline	May 16, 2025, 5:00pm
Proposal Submission Deadline	June 3, 2025, 3:00pm

2. Legal Notice

2.1. Notice to Respondents

The City of Edinburg is soliciting sealed proposals from qualified vendors for On-Site Physical Examination for Firefighters.

Sealed Proposals must be submitted electronically or received by the City Secretary's Office no later than:

3:00 pm, Tuesday, June 3, 2025.

All sealed proposals must be received either electronically or at the designated location by the deadline shown. Proposals received after the deadline will not be considered for the award of the contract and shall be considered void and unacceptable.

All proposals will be opened, and bidder's names publicly read aloud promptly in the City Hall Community Room, at 415 W. University Dr., Edinburg, TX 78539, at 3:00 pm, Tuesday, June 3, 2025.

To obtain a copy of the Request for Proposals or submit an electronic proposal please visit:

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

If a Respondent chooses to submit a Hard Copy Proposal, it must be delivered in a sealed envelope with a return address and clearly marked "City of Edinburg RFP No. 2025-07" to the City Secretary's Office prior to the RFP opening date and time. The receiving time in the City Secretary's Office will be the governing time for acceptability of the proposals. The Respondent's firm name shall appear on the outside of the envelope.

Submit Proposals to:

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

If Hand-Delivering Bids: 415 W. University Drive

c/o City Secretary Department (1st Floor)

RFP No. 2025-07

If you have any questions or require additional information contained the RFP, you may contact Criselda Lozano, Purchasing Manager, please submit your questions via OpenGov Procurement at the website listed above no later than 5:00 pm on Friday, May 16, 2025.

The City of Edinburg reserves the right to reject any or all proposals and to waive informalities or technicalities and to accept the Proposal deemed most advantageous to the City, and hold the proposal for a period of **90 days** without taking action.

3. Instructions, Terms and Conditions

3.1. General Instructions

PURPOSE

The purpose of these solicitation documents is to provide a Proposals for: On-Site Physical Examination for Firefighters

INTENT

The services to be provided under this RFP shall be in accordance with and shall meet all specifications and/or requirements as shown in this solicitation for RFP. There is no intention to disqualify any respondent who can meet the requirements.

SUBMITTAL OF "HARD COPY" RFP

If submitting a Hard Copy RFP, it must be submitted in a sealed envelope by the vendor. **Submit two (2) complete sets of the response, one (1) original marked "ORIGINAL," and one (1) Digital Copy in a flash drive.** Each RFP must be completely filled out and SUBMITTED IN ORIGINAL FORM complete with all supporting documentation. RFPs submitted by facsimile (fax) will not be accepted. Submittal of an RFP in response to this solicitation constitutes an offer by the respondent. Once submitted, RFPs become the property of the City of Edinburg and as such the City reserves the right to use any ideas contained in any RFP regardless of whether that respondent/firm is selected. Submission of a RFP in response to this solicitation, by any respondent, shall indicate that the respondent(s) has/have accepted the conditions contained in the RFP, unless clearly and specifically noted in the RFP submitted and confirmed in the contract between the City and the successful respondent otherwise. RFPs which do not comply with these requirements may be rejected at the option of the City. RFPs must be filed with the City of Edinburg before the deadline day and hour. No late RFPs will be accepted. Failure to meet RFP requirements may be grounds for disqualification.

If Hand-Delivering Bids: 415 W. University Drive

c/o City Secretary Department (1st Floor)

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

TIME ALLOWED FOR ACTION TAKEN

The City of Edinburg may hold RFPs **90** days after deadline without taking action. Respondents are required to hold their RFPs firm for same period of time.

RIGHT TO REJECT/AWARD

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

ASSIGNMENT

Respondents are advised that the City of Edinburg shall not allow the successful respondent to sell, assign, transfer, or convey any part of any contract resulting from this RFP in whole or in part, to a third party without the written approval of the City of Edinburg.

AWARD

Respondents are advised that the City of Edinburg is soliciting RFPs and award shall be made to the respondent that in the opinion of the City of Edinburg is the best qualified.

The City of Edinburg reserves the right to award contract(s) based solely on the written proposals. The City also reserves the right to request oral interviews.

FINAL SELECTION AND THE CITY COUNCIL APPROVAL

Selection shall be made of one or more proposers deemed to be fully qualified and best suited among those submitting Proposals on the basis of the evaluation factors included in the Request for Proposals, if so stated in the Request for Proposals. Negotiations shall be conducted with the proposers selected. After negotiations have been conducted with each proposer selected, the agency shall select the proposer which, in its opinion, has made the best proposal, and shall award the contract to that proposer. The City may cancel this Request for Proposals or reject the Proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed the most advantageous. Should the City determine in writing and in its sole discretion that only one proposer is fully qualified, or that one proposer is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that proposer. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the contractor's proposal as negotiated. After the selection of the most qualified firm(s), scope of services and billing rates will be negotiated and used as attachments to the City's Professional Services Agreement. This Agreement will then be submitted to the City Council for approval. If the City and the selected firm cannot successfully negotiate an agreement, then the City will enter into negotiations with the next best qualified firm on the evaluation rating list. This procedure may be repeated until one (1) or more firms has been selected and approved by the City Council.

NUMBER OF CONTRACTS

THE CITY reserves the right to award one or no contract in response to this RFP.

STATUTORY REQUIREMENTS

It shall be the responsibility of the successful respondent to comply with all applicable State & Federal laws, Executive Orders and Municipal Ordinances, and the Rules and Regulations of all authorities having jurisdiction over the work to be performed hereunder and such shall apply to the contract throughout, and that they will be deemed to be included in the contract as though written out in full in the contract documents.

ALTERATIONS/AMENDMENTS TO RFP

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

NO RESPONSE TO RFP

If unable to submit a RFP, respondent should return inquiry giving reasons.

LIST OF EXCEPTIONS

The respondent shall attach to his/her RFP a list of any exceptions to the specifications/ requirements.

PAYMENT

The City of Edinburg will execute payment by mail in accordance with the State of Texas Pay Law after SERVICES have been completed, introduced to the City, and found to meet City of Edinburg specifications/requirements. No other method of payment will be considered.

SYNONYM

Where in this solicitation package SERVICES is used, its meaning shall refer to the request for On-Site Physical Examination for Firefighters as specified.

RESPONDENT'S EMPLOYEES

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

INDEMNIFICATION CLAUSE

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

INTERPRETATIONS

Any questions concerning the project and/or specifications/requirements with regards to this solicitation for Proposals shall be directed to the e-procurement portal as outlined in the RFP. Such interpretations, which may affect the eventual outcome of this request for Proposals, shall be furnished in writing to all prospective Respondents via Addendum. No interpretation shall be considered binding unless provided in writing by the City of Edinburg in accordance with paragraph entitled "Addenda and Modifications".

VERBAL THREATS AND OFFICIAL CONTACT

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

Respondents shall not offer gratuities, favors or any monetary value to any official or employee of the City for purpose of influencing the selection. Any attempt by any Respondent to influence the selection process by any means, other than disclosure of Proposals and credentials through the proper channels, shall be grounds from exclusion from the selection process. Once the project is advertised, there shall be no contact with any city official or employee unless using the formal process through the Purchasing Department. Failure to comply will result in the firm being disqualified from the process.

CONFIDENTIAL INFORMATION

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

PAST PERFORMANCE

Respondent's past performance shall be taken into consideration in the evaluation of RFP submittal.

JURISDICTION

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

RIGHT TO AUDIT

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

VENUE

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

CONSIDERATION OF LOCATION OF BIDDER'S PRINCIPAL PLACE OF BUSINESS

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

MATHEMATICAL ERRORS

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

CONFIDENTIALITY OF INFORMATION AND SECURITY

Should the successful respondent become the holder of and have access to confidential information in the process of fulfilling its responsibilities in connection with an awarded contract the successful respondent agrees that it shall keep such information confidential and will comply fully with the laws and regulations of the State of Texas, ordinances and regulations of the City, and any applicable federal laws and regulations relating to confidentiality.

TERMINATION OF CONTRACT

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

ADDENDA AND MODIFICATIONS

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

RFP PREPARATION COSTS

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

EQUAL EMPLOYMENT OPPORTUNITY

Respondent agrees that they will not discriminate in hiring, promotion, treatment, or other terms and conditions of employment based on race, sex, national origin, age, disability, or in any way violate Title VII of 1964 Civil Rights Act and amendments, except as permitted by said laws.

AUTHORIZATION TO BIND RESPONDENT TO RFP

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

COOPERATIVE PRICING

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

ETHICAL STANDARD

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

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

3.2. INSURANCE REQUIREMENTS

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

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

Minimum Insurance Requirements

Type of Coverage Limits of Liability

Worker's Compensation Statutory Coverage

Comprehensive General Liability

(City named as additional insured)

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

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

or \$500,000 combined single limits

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

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

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

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

Minimum Insurance Requirements

Type of Coverage Limits of Liability

Worker's Compensation Statutory Coverage

Employer's Liability Bodily Injury by Accident:

\$100,000 each accident

Bodily Injury by Disease:

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

Comprehensive General Liability

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

Property Damage \$100,000 each occurrence/\$100,000 aggregate or \$500,000 combined single limits

Comprehensive Auto Liability

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

Property Damage \$100,000 each occurrence/\$100,000 aggregate or \$500,000 combined single limits

City's Protective Liability

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

Property Damage \$100,000 each occurrence/\$100,000 aggregate or \$500,000 combined single limits

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

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

4. Specifications

4.1. Physical Examination for Firefighters

The purpose of this RFP is to solicit proposals from qualified medical service providers to provide medical evaluation services for Edinburg Fire Department volunteer firefighters and career personnel.

The program is as follows:

Physical Exam must be NFPA 1582 Compliant.

PSA and Non-PSA exams.

4.2. Physical Examinations:

Are required to be on site at the following location:

Edinburg Fire Department

212 West McIntyre Street

Edinburg, Tx 78539

Monday - Friday

8:00 a.m. - 5:00 p.m.

not to include (12:00 p.m. - 1:00 p.m.)

4.3. Annual Firefighter Physical Services to be Included

Annual Public Safety Exam (NFPA 1582 Compliant)

- *Hands-on Physical Exam
- *Vision Exam (Titmus)
- *Occupational Hearing Exam
- *Skin cancer assessment
- *Behavioral health and Sleep Assessment Screenings
- *Personal Consultation with review of testing results

Cardiopulmonary Assessment

- *Resting EKG 12 Lead
- *Submaximal Treadmill Stress Test with EKG
- *Pulmonary Function Test

Ultrasound Screenings

- *Thyroid
- *Echocardiogram (Heart)
- *Carotid Arteries
- *Liver, Gall Bladder, Spleen, & Kidney & Bladder

- *Ovaries and Uterus (Women)
- *Prostate and Testicular (Men)

Blood and Laboratory Tests

- *Hemoccult Test with Digital Rectal Exam
- *Urinalysis
- *Lipid Panel
- *Diabetes Tests (Hemoglobin A1C and Glucose)
- *Complete Blood Count
- *Comprehensive Metabolic Panel
- *Thyroid Panel TSH with Reflex to T4
- *PSA (Men)
- *Testosterone (Men)
- *CA-125 (Women)

Fitness Evaluation (NFPA 183 – WFI Guidelines)

- *Muscular Strength and Endurance Evaluation
- *Aerobic Endurance Evaluation (VO2 Max Calc)
- *Flexibility Evaluation
- *Nutrition and Diet Recommendations
- *Personal Fitness Recommendations
- *Body Weight and Composition (Calipers)

Medical Clearance

- *OSHA Respirator Medical Clearance
- *Firefighter Medical Clearance NFPA 1582
- *Enhanced Blood Markers for Cancer and Disease Screening

4.4. Respondent Qualifications, Expertise, Experience and References

- * Current workload and availability to meet the City’s exam schedule
- * The background and experience of the respondent in providing similar services elsewhere, in particular the level of experience in working with municipalities, and the quality of services performed.
- * Describe recent experience similar to the type of RFP.

4.5. Cost

Description of the proposer’s billing practice and payment terms must also be included.

4.6. Proposed Method of Performance

Submit a general work plan to accomplish the work and services to be provided to the City.

5. Vendor Questionnaire

5.1. [Proposal*](#)

Please upload your entire proposal here as **one complete PDF document**.

Please do not upload multiple files.

*Response required

5.2. [If you have any proprietary documents, please attach the redacted document here.](#)

5.3. [Please upload your current insurance certificate.*](#)

Please upload your current insurance certificate.

*Response required

5.4. [Required Forms](#)

5.4.1. [Please fill out and sign the Conflict of Interest Disclosure form and upload here*](#)

Please download the below documents, complete, and upload.

- [CONFLICT_OF_INTEREST.pdf](#)

*Response required

5.4.2. [Please fill out and sign the General Questionnaire and upload here*](#)

Please download the below documents, complete, and upload.

- [GENERAL_QUESTIONNAIRE.pdf](#)

*Response required

5.4.3. [Please fill out the Litigation Disclosure Form and upload here*](#)

Please download the below documents, complete, and upload.

- [LITIGATION_DISCLOSURE_FORM.pdf](#)

*Response required

5.4.4. [Please fill out and sign HB 89 and upload here*](#)

HB 89

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

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

Please download the below documents, complete, and upload.

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

*Response required

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

SB 13 ENERGY COMPANY BOYCOTTS

The 87th Texas Legislature approved new legislation, effective Sept. 1, 2021, which amends Texas Local Government Code 2274.001. Subtitle F, Title 10, Chapter 809 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

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

Please download the below documents, complete, and upload.

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

*Response required

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

SB 19 FIREARM ENTITIES AND TRADE ASSOCIATIONS DISCRIMINATIONS

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

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

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

Please download the below documents, complete, and upload.

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

*Response required

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

NON-COLLUSION AFFIDAVIT

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

Please download the below documents, complete, and upload.

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

*Response required

*5.4.8. Please fill out and sign the Conflict of Interest form and upload here**

CONFLICT OF INTEREST

CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE

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

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

*Response required

*5.4.9. If awarded the 1295 form will need to be provided**

CERTIFICATE OF INTERESTED PARTIES (Form 1295)

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

☐ Yes

☐ No

*Response required

*5.4.10. Please ensure that tariffs related to this solicitation are included in the price, if applicable.**

☐ Please confirm

*Response required

6. Pricing Proposal

ON-SITE PHYSICAL EXAMINATIONS FOR FIREFIGHTERS

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Individual Firefighter Physicals	96	Each		
2	Heavy Metals	46	Each		
3	Cholinestrese	46	Each		
TOTAL					

7. Evaluation Criteria

No.	Evaluation Criteria	Scoring Method	Weight (Points)
1.	Proposer Qualifications, Expertise, Experience and References	Points Based	40 <i>(40% of Total)</i>
2.	Cost Proposal	Points Based	30 <i>(30% of Total)</i>
3.	Proposed Method of Performance	Points Based	30 <i>(30% of Total)</i>



PROPOSAL



Edinburg Fire Department

Request for Proposal
"On –Site Physical Examination for
Firefighters

RFP# 2025-07

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Transmittal Page

Life Extension Clinics, Inc.
DBA Life Scan Wellness Centers
1011 North MacDill Avenue Tampa,
FL 33607
(813) 876-0625
lifescanwellness.com



Testing Site

On-site location designated and provided by:

The Edinburg Fire Department, TX

Contact Numbers

Phone (813) 876-0625

Fax (813) 876-0653

Authorized Signature

Patricia Johnson

Email

Patricia.Johnson@lifescanwellness.com

Incorporated

Florida, August 1998

Corporate Medical Director

Anthony L. Capasso, M.D. P.A.

RFP

RFP# 2025-07 On-Site Physical Examination for
Firefighters

Due Date:

May 27, 2025 @3:00 p.m.



TAB 4.1: Cover Letter

Life Extension Clinics, Inc.
DBA Life Scan Wellness Centers
1011 North MacDill Avenue
Tampa, FL 33607
(813) 876-0625
LifeScanWellness.com

We are pleased to share the following response to the City of Edinburg Proposal #2025-07: *On-Site Physical Examinations for Firefighters*. The information contained in this proposal is true and complete to the best of my knowledge.

Life Extension Clinics, Inc., D/B/A Life Scan Wellness Centers. Life Scan Wellness Centers was founded in 1998 to provide first responders with life-saving detection of diseases. Today, we are the nation's leading provider of NFPA 1582/1583 compliance physicals, and provide on-site programs to over 550 Fire Service, EMS, and Law Enforcement Departments nationwide.

Life Scan Wellness Centers proposes to provide an on-site program for the Edinburg Fire Department at location(s) designated by the Edinburg Fire Department. In this proposal, you will find more information on the complete on-site package we have prepared for the Edinburg Fire Department. We meet all requirements as set for this RFP.

Our comprehensive on-site services includes a dedicated team assigned to the Edinburg Fire Department that includes an Advanced Registered Nurse Practitioner, Ultrasound Sonographer, and Clinical Exercise Physiologist. These professionals provide personalized health examinations and screening services.

Our On-Site Life Scan Public Safety Physicals require a very small footprint in a facility or facilities provided by the Edinburg Fire Department that includes three private rooms.

- Room 1: Nurse Practitioner exam room. Requires space for 1 small desk/table, 2 chairs, and a portable exam table.
- Room 2: Ultrasound Technologist exam room. Requires space for 1 small desk/table, 2 chairs, and a portable exam table.
- Room 3: Exercise Physiologist exam room. It requires space for 1 small desk/table, 2 chairs, an exercise floor mat, and a standard treadmill.

Each of your members receives potentially life-saving screenings, including advanced blood laboratory analysis and ultrasound sonography, as well as a personalized wellness plan.

With over 26 years of experience as the nation's leading NFPA 1582/1583 physical provider and an outstanding record of success, Life Scan Wellness Centers is the best choice for the Edinburg Fire Department. We look forward to your response.

Here's to your health,

Here's to your health,

Chief Todd LeDuc, Ret.

Chief Todd LeDuc, Ret. CEO

Patricia Johnson

Patricia Johnson, Chairman of the Board

TAB 4: Experience, Qualifications, Expertise, Experience and References:

Organizational Background and Overview:



Life Scan Wellness Centers is the nation's leading provider of NFPA 1581/1583/compliant physicals.

We serve over 550 Fire Service, EMS, and Law Enforcement Departments. To date, we have identified more than 50,000 abnormal readings, which could then be followed up by participants with their personal physicians, potentially leading to life-saving early intervention.

Life Scan Wellness Centers was founded in 1998 by Patricia Johnson and Mike Terrana. Both experienced firsthand the pain of losing a loved one from a potentially preventable medical condition. "If only we could have found it earlier!" went from a rallying cry to their mission: to create easily accessible and effective healthcare screenings, using the latest medical technology, to detect potential problems early, and to bring these services directly to people through onsite screenings and examinations.

The newly formed company quickly found a need for its services among first responders: fire fighters, EMS and law enforcement personnel. Among its early proponents was Chief Todd J. LeDuc, who served for over 30 years as Broward County Sheriff Fire Rescue. He recently retired as Fire Chief and now serves on the company's Corporate Leadership Board and CEO.



According to the Centers for Disease Control and Prevention (CDC), first responders and emergency workers experience higher rates of both cancer, cardiovascular disease, and mental health challenges compared to the public.

Cancer: Firefighters have been found to have a significant increase in cancer diagnoses and cancer-related deaths compared to the general population. This is attributed to their exposure to hazardous substances like smoke, chemicals, and other carcinogens during their duties.

Cardiovascular Disease: First responders, including police officers and firefighters, face a higher risk of cardiovascular disease. The stress and physical demands of their jobs, combined with factors like sleep deprivation, high-stress situations, and exposure to hazardous environments, contribute to this increased risk. For instance, police officers may face a risk of cardiac death up to 70 times higher during stressful situations.

Mental Health: First responders face significant mental health challenges due to the nature of their work. Approximately 30% of first responders develop mental health challenges including depression and post-traumatic stress disorder (PTSD). Firefighters and law enforcement officers are more likely to die by suicide than in the line of duty, and EMS clinicians are also at a higher risk of suicide compared to the general public. Nearly one-quarter of public safety telecommunicators experience depression, and as many as 24% have symptoms of PTSD. These statistics highlight the critical need for mental health support and interventions for first responders to help them cope with the demands of their jobs.

These elevated risks highlight the importance of proactive health monitoring and support for first responders to help mitigate these health issues – and the need for Life Scan Wellness Centers' services for Edinburg Fire Department.

[Firefighter Cancer Rates: The Facts from NIOSH Research | Blogs | CDC supplementalresearchbulletin-firstresponders-may2018.pdf](#)

[First Responder Mental Health and Suicide: An Evidence-Based approach | EMS.gov](#)



Demonstrated History of Successful Public Safety Physicals

Over its successful history, Life Scan Wellness Centers has grown into a nationally recognized organization with over 550 fire service, EMS, and law enforcement departments using its services annually.

These in-depth physicals have proven time and time again the importance of early detection of cancer, cardiovascular disease, behavioral health and other health issues.

The table below provides a list of the various screenings performed, the number of findings, and the total number of screenings for one year.

Abnormal Finding	Abnormal (tot)
APRN Physical Exam	
Abnormal Cholinesterase	64
Decreased WBC's	229
Elevated BUN/Creatinine & low eGFR	647
Elevated Heavy Metals	28
Elevated Hemoglobin A1c > 6.4%	920
Elevated LDL/HDL Ratio >3.6 and/or LDL >190	3577
Elevated Liver Enzymes	3128
Elevated Triglycerides > 150 mg/dL	5182
High or Low TSH level	1113
Increase PSA > 1 ng/mL over 1 year or > 4ng/mL	392
Low Platelets	274
Low Testosterone < 200 ng/dL	899
Positive Hemoccult	7

Exercise Physiology	
Pulmonary Function	
Abnormal PFT's (Fail per NFPA)	102
Hypertension	
Stage 2 HTN BP > 160/100mmHg	200
Undiagnosed Stage 1 HTN BP > 140/90mmHg	2162
Body Fat %	
Overweight >30%(Female)	397
Overweight >25% (Male)	2206
Cardiovascular	
Unable to stress R/T significant finding	203
Abnormal resting EKG	525
Abnormal rhythm or BP response to GXT	627
METs <10	2624
VO2 <34mL/kg/min	2090



Ultrasound Studies	
Cardiovascular	
Bicuspid Aortic Valve	86
Carotid Stenosis > 50%	41
Dilated Aortic Root > 4.0 cm	497
Distal Aortic Aneurysm	10
Left Ventricular Hypertrophy	1367
Low Ejection Fraction < 50%	128
Mitral Valve Prolapse	409
Renal Aneurysm	0
Severe Aortic Insufficiency	18
Severe Valve Insufficiency	1
Gall Bladder	
Gall Bladder Mass	4
Gall Bladder Polyp(s)	942
Gall Stones	732
Kidneys/Renal	
Kidney Mass	194
Kidney Stones	882
Liver	
Fatty liver	10,521
Liver Mass	468
Pelvic	
Complex ovarian cyst	29
Enlarged prostate by volume	1443
Ovarian Mass	53
Prostate Mass	135
Severe varicoceles	1
Testicular Mass	60
Thickened endometrium	2
Urinary bladder mass	41
Uterine Mass	235
Spleen	
Spleen Enlargement	439
Thyroid	
Complex Thyroid cyst	1077
Heterogenous/Cystic appearance	2193
Nodules- Follow-up > 1cm	1668
Nodules- Monitor < 1cm	3642
Total # of Abnormal	54,914



At Life Scan Wellness Centers, we believe in a whole-person approach to health and wellness. In addition to disease screening, we incorporate mental health and fitness evaluations and education as part of our services. We understand that fitness – in both mind and body – is critical to overall health and wellbeing and ensures the most productive employees. Life Scan Wellness Center offers to perform the required services in a timely, effective, and efficient manner , and has the capability to handle the proposed workload. More information about the proposed services for the Edinburg Fire Department is included in this response.



Committed to the Health and Wellness of First Responders

Over our 26-year history, we have developed a well-earned reputation as experts and educators in the field of health and fitness for first responders. We include among our leadership team active and retired professionals from all branches of service, including Chief Todd LeDuc, Ret., on the technical committee of NFPA 1582, IAFC Safety, Health, and Survival Section, and the IAFF/IAFC Wellness Fitness Initiative Committees.

CEO and Retired Fire Chief Todd LeDuc has authored and managed two AGF grants for NFPA 1582/1583 physicals and enhanced cancer, cardiovascular and behavioral health screenings, and metabolic fitness assessment while serving in Broward County (Florida) Fire Rescue. Broward County is an internationally accredited metro department of 900 members. Chief LeDuc represented the International Association of Fire Chiefs as a peer review for the AFG technical review and scoring process. He has also served as an industry advisory to numerous departments on both their application, implementation, and management of AFG awards with his experiences from not only Broward County, but as a CFAI peer reviewer, NFPA Technical Committee 1582/1583, and Board Member of IAFC Safety Health & Survival Section.



Awards and Recognition

We have also been recognized many times for our outstanding service to law enforcement, EMS, and fire fighters.

Life Scan Wellness Centers is the proud recipient of the IAFC Safety, Health, and Survival Section 2024 Billy Goldfeder Fire Service Organizational Safety Award in recognition of our 26 years of innovation and dedication to the health and wellbeing of firefighters across the nation.

We are also the recipients of the Safety, Health, and Survival Section awards, which recognize both organizations and individuals who have made a significant contribution to the overall environment of health and safety in their organizations or the fire service.

In 2025, we received the Virginia Governor's Fire Service Award for private Sector Excellence. This category recognizes private sector excellence in dedication and support to the fire service agencies throughout the Commonwealth.





Tab 4: Qualifications of Staff

Below please find the biographies of the leadership team, as well as the composition of who will be assigned to the Edinburg Fire Department should we be chosen for this project.



Patricia Johnson

Chairman of the Board and Co-Founder

Patricia Johnson is the founder and COB of Life Scan Wellness Centers. She will serve as the business liaison for this project. She brings over 35 years of medical expertise to the company and a passion for the unique health and wellness needs of public employees and public safety officers. Patricia oversees all operations of the company. Highlights of her many contributions to the field include:

- Integration of occupational medical services with preventative medicine.
- Pioneered the ultrasound-aided physical exam with NFPA 1582 physicals.
- Early detection and prevention of chronic and acute diseases such as heart attacks, strokes, and cancer.



Michael Terrana, Esq. CFO and Co- Founder

Michael Terrana, Co-Founder of Life Scan Wellness Centers, is a member of the Florida Bar and has over 35 years of experience as a practicing attorney. Michael serves as the Chief Financial officer and Chief Legal Counsel for Life Scan Wellness Centers. His responsibilities in this project include ensuring legal and corporate compliance.



**Chief Todd J. LeDuc, MS, CFO, Fire (Ret.)
Chief Executive Officer**

Chief LeDuc serves as our expert on public safety, health and wellness. He Will be the liaison between Life Scan Wellness Centers and the Edinburg Fire Department. Chief LeDuc served as a member of the Broward County Sheriff Fire Rescue in Florida for over 30 years, retiring as Assistant Fire Chief. He is a Member of the International Association of Fire Chief's (IAFC) Safety, Health & Survival Section Board of Directors.



Jennifer Connelly, Chief of Administration & Customer Service Manager

Jennifer holds the position of Chief Administrative Director and Project Manager at Life Scan Wellness Center. Her responsibilities encompass project management, administrative coordination, customer services, and ensuring smooth operations. Jennifer plays a critical role in supporting the organization's mission. Jennifer will be the Customer Service and Project Manager for the Edinburg Fire Department.



Dr. Anthony Capasso, M.D. Corporate Medical Director

Dr. Capasso is Board Certified in Internal Medicine and brings over 25 years of medical experience to this project. He is well-versed in occupational health matters related to first responders, post-offer employment physicals, firefighter and police physicals, medical clearance, HAZMAT medical clearance, and internal medicine. Dr. Capasso has served as our Corporate Medical Director for 18 years and reviews all our services to ensure we uphold the strictest standards for quality and excellence.



Kaleah Simmons, APRN Clinical Director

Kaleah Simmons is the lead Nurse Practitioner at Life Scan Wellness Centers. She supervises all specialists, continuing education, and oversees medical procedures and protocols for the Life Scan Wellness Center medical program. She also ensures quality control over medical reporting and records and manages scheduling timelines. Kaleah works closely with Dr. Capasso to direct our medical protocol, drawing on her extensive experience with NFPA 1582 guidelines and interpretation, including annual and candidate medical clearances, to provide excellent service.



Rebecca Knecht, MS ACSM-CEP Director of Projects and IT

Rebecca Knecht is a certified exercise physiologist who serves as Project Lead for Life Scan Wellness Centers. She joined the company 8 years ago and oversees planning, execution, and delivery of technology projects that enhance patient care and operational efficiency. She assists the Chief of Administration as well as manages administration operations. She coordinates with departments and members for exams and will be the coordinator for your project.



Past Performance Summary

Life Scan has over 550 clients in sizes ranging from 80 to 2,250 members throughout the United States including California. Our contracts include numerous Metro Departments (500+) in Ohio, Kansas, Missouri, Texas, Virginia, California, Minnesota, and Washington. Life Scan Wellness Centers also has contracts with large to midsize Health Trusts including the IAFF Health Trust and LEOFF Health Trust that are multi-department trusts.

Life Scan Wellness Centers is also the proud recipient of the IAFC Safety, Health, and Survival Section 2025 *Billy Goldfeder Fire Service Organizational Safety Award* in recognition of our 26 years of innovation and dedication to the health and wellbeing of firefighters across the nation.

TAB 4. Experience and References:

- Reference Form
- Testimonials

REFERENCE ONE	
Entity Name	Plano Fire Department
Contact Person	Assistant Chief James Reyes
Telephone Number	972-941-7056
E-mail Address	jaimer@plano.gov
Provided services to this entity for how long?	2018 to present
Approx. number & type of exams conducted for this entity? <i>(You may write about this on a separate sheet and attach it)</i>	400 NFPA 1582 Annual Physicals similar to scope of services

REFERENCE TWO	
Entity Name	Laredo Fire Department
Contact Person	Chief Ismael Cisneros
Telephone Number	956-718-6000
E-mail Address	icisneros@ci.lardeo.tx.us
Provided services to this entity for how long?	2022 to present
Approx. number & type of exams conducted for this entity? <i>(You may write about this on a separate sheet and attach it)</i>	407 NFPA 1582 Annual Physicals similar to scope of services

REFERENCE THREE	
Entity Name	Lubbock Fire Department
Contact Person	Chief Kevin Ivy
Telephone Number	806-775-2631
E-mail Address	kivy@mylubbock.us
Provided services to this entity for how long?	2019 to present
Approx. number & type of exams conducted for this entity? <i>(You may write about this on a separate sheet and attach it)</i>	436 NFPA 1582 Annual Physicals similar to scope of services

CLIENT REFERENCE FORM CONTINUED

REFERENCE FOUR	
Entity Name	Farmers Branch Fire Department
Contact Person	Assistant Chief Lane Henderson
Telephone Number	972-919-2684
E-mail Address	lane.henderson@farmersbranchtx.gov
Provided services to this entity for how long?	2022 to present
Approx. number & type of exams conducted for this entity? <i>(You may write about this on a separate sheet and attach it)</i>	91 NFPA 1582 Annual Physicals similar to scope of services

REFERENCE FIVE	
Entity Name	Victoria Fire Department
Contact Person	Chief Mark Martyn
Telephone Number	361-485-3456
E-mail Address	mmartyn@victoriatx.gov
Provided services to this entity for how long?	2021 to present
Approx. number & type of exams conducted for this entity? <i>(You may write about this on a separate sheet and attach it)</i>	110 NFPA 1582 Annual Physicals similar to scope of services

Testimonials



Dave Lauchner
Battalion Chief

5770 Freeport Blvd., Suite 200
Sacramento, CA 95822-3516

Ph: (916) 808-1300
Fax: (916) 808-1629
www.sacfire.org

February 29, 2024

To Whom It May Concern,

I am writing to highly recommend Life Scan Wellness Centers for their exceptional services in providing comprehensive early detection physicals for our first responders. As a representative of the Sacramento Fire Rescue, I have witnessed firsthand the impact of their screenings on the health and well-being of our firefighters.

Life Scan Wellness Centers has consistently demonstrated a commitment to the health and safety of our personnel. Their clinical exercise physiologists are experienced in cardiac testing, pulmonary function testing, and firefighter fitness evaluations. They adhere to the guidelines set forth by NFPA 1582, NFPA 1583, and WFI fitness standards, ensuring that our firefighters are fit for duty.

Their screenings have an impressive rate of detecting critical diseases, including cancer and heart conditions, at early stages. By identifying these health issues early, Life Scan Wellness Centers contribute significantly to the overall well-being of our firefighters.

I have personally seen the positive impact of their services on our Rescue members. Their professionalism, attention to detail, and commitment to excellence make them an invaluable resource for our first responders.

I wholeheartedly endorse Life Scan Wellness Centers and encourage other fire Rescues to take advantage of their expertise. Their dedication to saving lives aligns perfectly with our mission to protect and serve our community.

Sincerely,

Dave Lauchner, Battalion Chief
Sacramento Fire Rescue, Battalion 3B
SFD Relief Association Widows & Orphans President
916-390-9719

FOR IMMEDIATE RELEASE

LIFE SCAN TO RECEIVE INTERNATIONAL ASSOCIATION OF FIRE CHIEFS AWARD

Life Scan Wellness Centers, for the past 26 years, has been the Nation's leader in enhanced comprehensive early detection NFPA physicals for first responders. Life Scan is also the contracted provider for both the IAFF Health & Wellness & the Law Enforcement & Firefighters Trust to provide early detection physicals to their members across North America.

Chief Billy Goldfeder, himself a cancer survivor, wrote the nomination in part saying, "Life Scan Wellness Centers has done some phenomenal stuff with their comprehensive enhanced early detection physicals, saving countless firefighters' lives across the country. From my standpoint, the best part of writing this nomination is on behalf of the thousands of firefighters' lives that have been saved through their comprehensive enhanced early detection program over many years. LSWC has also been active in supporting and providing free preventive ultrasound screenings for various industry stakeholder organizations for years such as us at the IAFC/SHS at Fire Rescue International, VCOS at their annual conference, the Metro Chiefs conference, as well as State fire chief association and labor conferences such as the Redmond Health & Safety Symposium. They are also "out there" at programs and on social media in countless state, regional and national presentations on occupational health. LSWC also partnered as a sponsor on my personal project of the 40+ firefighter campaign by distributing over twenty-thousand campaign helmet stickers and resources to support firefighters being screened for and diagnosed with prostate cancer. They have also been a strong partner to our friends and "get it done" folks such as Dr. Sara Jahnke and, Dr. Denise Smith. They also stay very engaged and maintain a voting seat on the NFPA technical committee on first responder occupation health (NFPA 1582/83). I can think of no other organization that has made such a difference across the Country as LSWC and as such I am honored to nominate the organization for this award named in my honor.

This nomination was also formally supported by the Firefighter Cancer Support Network, Fire Department Safety Officers Association, Metro Chiefs Association of IAFC/NFPA, National Fallen Firefighters Foundation, University of Central Florida-RESTORES, the Science Alliance, and the Florida Health & Safety Collaborative.

"Mike and I continue to prioritize the importance of fire fighter health and our investments in efforts to improve testing and outcomes. We're not done yet as training and technological advances bode well for the future of life saving physicals. Neither our mission nor our excitement ends there as we have appointed one of your own, Chief Todd LeDuc, as our Deputy Chief Executive Officer poised to take the helm and lead Life Scan to the next level." Said Patricia Johnson and Mike Terrana co-founders of Life Scan.



GOVERNOR OF VIRGINIA

Glen Youngkin

For Immediate Release: February 21, 2025

Contact: Office of the Governor: Christian Martinez, Christian.Martienz@governor.virginia.gov

Governor Glenn Youngkin Recognizes Recipients of 2024 Governor's Fire Service Awards

RICHMOND, VA – Governor Glenn Youngkin today announced the recipients of the 2024 Governor's Fire Service Awards. These prestigious awards, established in 2002, recognize excellence in Virginia's fire service and were expected to be presented during the Virginia Fire and Rescue Conference in Virginia Beach. Due to weather, these award recipients will be honored at a later date.

"These award recipients embody excellence, dedication, and leadership in the fire service, and I am honored to recognize their contributions to public safety across the commonwealth," **said Governor Glenn Youngkin**. "In collaboration with Secretary of Public Safety and Homeland Security Terry Cole, we celebrate and thank these recipients for their unwavering dedication and commitment to safeguarding our commonwealth."

"I commend each of these Rescues and individuals for their outstanding service and dedication," **said Virginia Rescue of Fire Programs Executive Director Brad Creasy**. "Their tireless commitment to protecting our communities and bravery in the face of danger is inspiring. These recipients exemplify the very best of the fire service and it is my honor to recognize their contributions to the fire service."

PRIVATE SECTOR EXCELLENCE IN VIRGINIA FIRE SERVICE SUPPORT

Chief Todd LeDuc (Ret.), Deputy CEO, Life Scan Wellness Centers

Life Scan Wellness Centers provides comprehensive firefighter health screenings, benefiting over 4,000 Virginia first responders annually. Their efforts in early cancer detection and occupational health advocacy have greatly improved firefighter well-being across the commonwealth. Additionally, Life Scan has been a leader in publishing research on first responder occupational health and wellness and supported educational and advocacy issues.



Virginia Fire Chiefs Association

P.O. Box 699 Blackstone, VA 23824

info@vfca.us

Phone: (888) 818-0983

Life Scan Wellness Center
Attn: Patricia Johnson, CEO
1011 North Mac Oil Avenue
Tampa, FL 33607

Dear Patricia,

On behalf of the Virginia Fire Chiefs Association Board of Directors I would like to thank you for your participation at the 2024 Virginia Fire Rescue Conference. The VFCA realizes that companies have a finite amount of funds to attend conference and provide sponsorships. We are truly grateful that you see value in attending and supporting the annual VFRC. The VFCA is quite fortunate to have Life Scan Wellness Center as a vendor, sponsor and friend of the association!

The VFCA would like to acknowledge your support of the annual conference through your Lunch Sponsorship for the VFCA Board of Directors. The VFCA is very appreciative of this support. Your support allows the VFCA to help deliver a quality conference that helps meet the needs of the Fire and EMS providers in the Commonwealth!

This year's attendance was one for the records. We had 927 pre-registered for the educational programs. This year's attendance represents an approximate 8% increase. We also had a considerable number of providers attend that just came to walk the expo floor over the three days it was open. Our total attendance was approximately 2300 this year!!! The Virginia Fire Rescue Conference Team will start our review of the 2024 VFRC in the next week or two. We review the entire conference from start to finish and look for ways to make it better for the next year. If you or your staff have any suggestions on how we can make this event better please let me know.

Again, thanks for your GENEROUS support of the 2024 VFRC. It was greatly appreciated!

Sincerely,



Vance Cooper
President - VFCA

Broward Sheriff's Office
2601 West Broward Boulevard
Fort Lauderdale, FL 33312
954-831-8900
www.sheriff.org



Vince Cinque
Division Chief
Health & Safety
Vincent_Cinque@sheriff.org
954-868-3538

May 31, 2023

Re: Life Scan Wellness Centers, In. 1011 N Macdill Avenue, Tampa, Fl 33607

To Whom It May Concern:

Please accept this letter as my official recommendation for Life Scan Wellness Centers for their exceptional job in providing NFPA 1582 physicals to the over 800 personnel of the Broward Sheriff's Office Department of Fire Rescue and Emergency Services.

As the Division Chief of Safety and Health, I am tasked with making the critical decisions affecting what programs can make the most significant impact on the health, safety, and wellbeing of our personnel. Life Scan's program provides our department with comprehensive, thorough, and professional medical testing and early detection opportunities. Most importantly, it provides our personnel with peace of mind in knowing they remain healthy for their job responsibilities and for their families.

For over 10 years now, Broward Sheriffs Fire Rescue has utilized Life Scan Wellness Centers to the fullest extent to ensure that our fire rescue personnel have the opportunity and access to top-quality physicals and leading-edge medical resources to assist in the diagnosis and confirmation of any potential ailment or impairment that may decrease the health of our personnel.

Life Scan Wellness Centers has made this process seamless for the department, ensuring all aspects of procurement, contracting, and invoicing are handled in a complete and efficient manner. Additionally, the personnel both in the field and in their business office make the overall experience easier to navigate with their professionalism and unwavering commitment to our personnel's health. I have no doubt that Life Scan will continue to excel in all future endeavors.

If you have any questions or if I can provide anything further, please do not hesitate to contact me directly

Respectfully,

A handwritten signature in black ink, appearing to read "Vince Cinque", is written over a horizontal line.

Vince Cinque



CHIEF FINANCIAL OFFICER
JIMMY PATRONIS
STATE OF FLORIDA

PROCLAMATION

WHEREAS, firefighters face a 68% higher risk of being diagnosed with cancer than the general population, 45% of on-duty firefighter fatalities are due to sudden cardiovascular events, and 63% of all firefighters will develop cancer; and

WHEREAS, the Life Scan Wellness Centers has devotedly served the public safety community for over 25 years, providing early detection and advanced diagnostics, going well beyond what an average physical examination requires; and

WHEREAS, the Life Scan Wellness Centers use specialized testing for public safety physicals, such as early detection ultrasound screening, cardiopulmonary and fitness exams, and behavioral health assessments for first responders; and

WHEREAS, the Life Scan Wellness Centers is the state of Florida and nation's leading provider for public safety physicals, serving over 450 public safety agencies; and

WHEREAS, over the course of 25 years Life Scan Wellness Centers has saved thousands of first responders' lives by early detection of potentially catastrophic health conditions that would have contributed to line-of-duty deaths and disabilities; and

WHEREAS, Life Scan Wellness Centers has expanded its reach from Tampa, Florida, throughout the United States, and is the leading provider of NFPA 1582 physical examinations to all members of the International Association of Firefighters Health and Wellness Trust.

NOW, THEREFORE, BE IT RESOLVED that the Chief Financial Officer and State Fire Marshal of the State of Florida does hereby recognize

LIFE SCAN WELLNESS CENTERS

for its 25 years of life-saving service to the public safety community.

IN TESTIMONY WHEREOF the Chief Financial Officer of the State of Florida has hereunto subscribed his name on the 22nd day of September 2023.




JIMMY PATRONIS
CHIEF FINANCIAL OFFICER
STATE FIRE MARSHAL



IAFC/NFPA Metropolitan Fire Chiefs Association



3153 Amalfi Drive, Orlando, FL 32820. Tel: 617-639-3347
Email: Odrozdz@NFPA.org Website: www.nfpa.org/metro

August 28, 2023

Ms. Patricia Johnson
President, CEO, Founder
Life Scan Wellness Centers
1011 North MacDill Avenue
Tampa, FL. 33607

Dear Patricia,

I hope this letter finds you in good health and high spirits. I am writing to express my heartfelt gratitude for the exceptional service I received from your dedicated team during my recent visit to Life Scan. Your organization's commitment to excellence truly shone through, and I am compelled to extend my thanks and appreciation.

First and foremost, I want to commend Ms. Jennifer Connelly for her outstanding support and flexibility in accommodating multiple schedule changes. Her professionalism and willingness to go the extra mile made a significant impact on my experience. Her ability to navigate complex scheduling challenges with such grace is truly commendable.

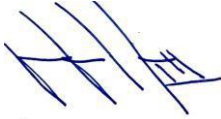
Additionally, I would like to express my sincere gratitude to Ms. Rebecca Knecht, Ms. Diana Kuszlyk, and Ms. Brianna McGinnis for their exceptional service in welcoming me and guiding me through the entire NFPA 1582 compliant physical process. Their warmth, attentiveness, and efficiency made me feel not only welcome but also confident in the high standards of care at Life Scan. Their dedication to their roles is a testament to your organization's commitment to excellence in every aspect.

It is self-evident that your team is not only well-trained but also deeply committed to ensuring the best possible experience for your clients. Life Scan's reputation for excellence is undoubtedly a reflection of the hard work and dedication of individuals like Jennifer, Rebecca, Diana, and Brianna.

Moreover, I would like to take this opportunity to express how much we value the partnership that has been established between the Metro Chiefs and Life Scan. Your organization's unwavering commitment to providing high-quality services is a critical component in providing for the health and wellness of fire fighters across the nation.

Please extend my warm regards to Jennifer, Rebecca, Diana, and Brianna.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Otto Drozd III', with stylized, overlapping strokes.

Otto Drozd III
Executive Secretary
Metropolitan Fire Chiefs Association

CC: Todd LeDuc, Chief Strategy Officer

DATE: 09-18-2023

TO: To Whom It May Concern

FROM: Sam Greif, Deputy City Manager

SUBJECT: Life Scan Wellness Centers

As the former Fire Chief for the City of Plano, Texas I have had the great fortune to utilize Life Scan Wellness Centers for our department's annual medical surveillance NFPA 1582/1583 annual physicals for a number of years. In fact, the physicals go well beyond NFPA baselines with numerous early detection enhancements such as expanded bloodwork, behavioral health assessments and comprehensive ultrasound imaging. The clinical teams that we have interacted with are the upmost professionals and are keenly focused on the unique health risks and needs of first responders.

The thoroughness and approach of the Life Scan physical process has resulted in numerous significant and in some cases lifesaving findings. This provides for not only great outcomes and a healthier workforce, but also a significant health care cost savings to the City.

Subsequent to me being appointed as Deputy City Manager for the City, we expanded Life Scan physicals to our police department personnel and sworn law enforcement officers with tremendous success. This assures that the public safety providers for the City are receiving the highest level of occupational early detection. This affords not only myself, but our community with peace of mind that we are providing the best annual physical tailored to the unique health risks faced by first responders.

I am happy to discuss in greater detail if requested.

Sam



Sam Greif

Deputy City Manager

1520 K Avenue
Plano, TX 75074
T 972.941.7641
Cell 972-741-7654
samg@plano.gov
plano.gov



INDEPENDENCE

★ FIRE DEPARTMENT ★

November 1, 2023

Life Scan Wellness

To Whom it May Concern,

I am writing this letter today to express my sincere gratitude to the entire Life Scan staff on providing our members with such an excellent opportunity. From the moment our Department reached out to Chief Todd LeDuc, he and the rest of the staff went above and beyond to ensure our questions were answered. Haley Keene did an outstanding job ensuring we received our patient packets and arranging our supplies to be delivered on time.

When we first started talking about Life Scan, many of our personnel had reservations. We were entering into the first year of mandatory physical exams and bringing on a new provider. I can honestly say that after a six-week odyssey of comprehensive physicals for 169 members, including a chest x-rays, the overwhelming majority of them had rave reviews of their experience. Our members who participated were very happy with the experience and our new members are eager to participate next year. We look forward to setting up future physicals with Life Scan to continue to promote health and wellness within our department. The Independence, MO Fire Department will continue to be an avid supporter of Life Scan wellness and everything they do for the fire service.

Lastly, I would like to extend a very sincere thank you to the crew that traveled to Independence to conduct the Life Scan wellness physicals. They were extremely friendly and professional and made for an extremely smooth and efficient process. Thank you all! In closing, let this letter serve as showing that Independence, MO Fire fully supports and endorses Life Scan Wellness for everything they do for firefighter wellness across the nation.

Sincerely,

Craig DuPlantis
Assistant Chief
EMS Division

Life Extension Clinics, Inc., d/b/a Life Scan Wellness Centers
Pricing Clarification: Edinburg Fire Department RFP # 2505-07 On-Site Physical Examinations for Firefighters May 9, 2025

NAME	PRICE	QTY	SUBTOTAL
NFPA 1582 Comprehensive Physical with OSHA Respirator Clearance			
Includes LifeScan NFPA Proprietary EMR System and Data Management	each		\$682.00
TOTAL		96	\$65,472.00

This proposal is subject to the following terms and conditions:

1. Pricing subject to annual increases
2. Pricing is based on 9 patients per day, 45 per week. All scheduled appointments will be billed.

Flat Rate

*Life Scan Wellness Centers NFPA 1582 Public Safety annual physical is an all-inclusive, flat rate that incorporates our Life Scan physicals provided on-site within facilities provided by the client.
 This includes our NFPA 1582/1583/ Physical Examination, Behavioral Health/Occupational Stress Awareness Consultation, Laboratory Tests, Ultrasound Screenings, and Cardiopulmonary/Fitness Evaluations per NFPA 1583 that meet and exceeds the requirements of this RFP.

Partnerships for Enhanced Screening Options: Pricing Available upon request

- **UCF RESTORES:** Behavioral Health App and Peer Support with mental health resources.
- **Guardian Fitness APP:** connects users to peers and professional partners across the nation, providing fitness and nutrition tracking and resources
- **EsoGuard:** EsoGuard is a DNA test that has been shown to accurately detect esophageal cancer.
- **Galleri Multi-Cancer DNA Screening Test:** Coordinated and billed directly through Grail's firefighter testing program.
- **OneTest Multi-Cancer Screening Test:** Coordinated and billed directly through One Test's firefighter testing program.

Life Extension Clinics, Inc. d/b/a Life Scan Wellness Centers
Pricing Clarification: Edinburg Fire Department

***NFPA 1582 Public Safety Physical Exam (NFPA 1582 Compliant)**

OSHA Respirator Medical Clearance Questionnaire	Included
Medical & Occupational/Environmental Questionnaire	Included
Comprehensive Hands-On Physical Exam	Included
Vital Signs: Height, Weight, Blood Pressure, Pulse	Included
Behavioral Health Eval - Epworth Sleep, PCL-5, PHQ-9	Included
Back Health Evaluation	Included
Urinalysis	Included
Audiogram	Included
Titmus Occupational Vision Exam	Included
Breast Exam with Self-Exam education	Included
Individual Health Risk Appraisal with Personal Wellness Plan and Consultation to review results	Included

Laboratory Tests:

Comprehensive Metabolic Panel, Blood Chemistry	Included
Complete Blood Count, Hematology Panel	Included
Hemoccult Stool Test for Colon Cancer Screening	Included
Total Lipid Panel	Included
Thyroid Test TSH	Included
Glucose	Included
Hemoglobin A1C	Included
Men: PSA (Prostate cancer marker) and Testosterone	Included

Ultrasound Screenings (Early Detection of Heart Disease and Cancer):

Echocardiogram (Heart Ultrasound)	Included
Carotid Arteries Ultrasound	Included
Aorta and Aortic Valve Ultrasounds	Included
Liver Ultrasound	Included
Gall Bladder Ultrasound	Included
Kidneys Ultrasound	Included
Spleen Ultrasound	Included
Bladder Ultrasound	Included
Thyroid Ultrasound	Included
Men: Prostate and Testicular Ultrasounds	Included
Women: Ovaries and Uterus Ultrasounds	Included

Cardiopulmonary Testing & Fitness Evaluations (NFPA 1583 & IAFF WFI)

Cardiac Stress Test (Treadmill with 12 lead, sub-maximal) with VO2 Max Calc	Included
EKG, 12 Lead	Included

Life Extension Clinics, Inc., Pricing

Spirometry, PFT	Included
OSHA Respirator Medical Clearance	Included
Fitness Evaluations for Muscular Strength & Endurance	Included
Aerobic Capacity	Included
Body Weight and Composition	Included
Personal Fitness Rx	Included
Firefighter Clearance	Included
OPTIONAL TESTS AVAILABLE	LINE ITEM COST
Chest X-Ray, 2 view with radiologist review	\$103.00
Lumbar X-Ray, 2 view with radiologist review	\$103.00
OSHA Respirator Mask Fit Testing (PortaCount)	\$41.00
Hepatitis C Screening Test	\$74.00
Hepatitis A Screening Test	\$68.00
Hepatitis A Titer	\$49.00
Hepatitis B Screening Test	\$81.00
Hepatitis B Titer	\$45.00
QuantiFERON TB Blood Test	\$109.00
Tuberculosis Screen (Annual PPD)	\$41.00
Cholinesterase Hazmat Test	\$103.00
Heavy Metals	\$103.00
Phlebotomist (Blood Draw) fee	\$34.00
CA-I 25	\$21.00
Optional Enhanced Blood Markers Cancer Screening:	
• One Test Multi-Cancer DNA Screening	\$350.00
• Galleri Multi-Cancer DNA Screening Test	\$750.00



TAB 4.6 Proposed Method of Performance

Response and Approach: Project Response:

Life Scan Wellness Centers approaches public safety physicals from an integrated perspective. Each team includes Advance Practice Registered Nurses (APRNs) state licensed understands the NFPA 1582, 1583 Physicals who will conduct physical examinations, will oversee the on- site program and supervise the clinical staff.

Clinical Expertise

The team chosen for the Edinburg Fire Department includes experienced Life Scan Wellness Center employees with extensive firsthand experience with first responder and law enforcement personnel health and wellbeing. Team members also participate in extensive professional development and training to ensure their knowledge and skills are up to date.

NFPA 1582/1583

Our team members are well-versed in the specific requirements outlined in the NFPA standards for Firefighter Physicals. Their role is to ensure consistency and adherence to best practices.

Electronic Records and Data Management

Life Scan Wellness Centers adheres to standard best practices to maintain the confidentiality of patient Electronic Medical Records (EMR). We have recently updated our systems to include exposure and infectious disease options as well as the addition of patient and client portals. There will also be extended data management capabilities. All areas of confidentiality will be according to the confidentiality requirements of the RFP. A statistical detailed analysis aggregate data report than can be tailored to your department.

The Life Scan Wellness Centers Comprehensive Safety and Security Policy is a safety and security management plan designed to maintain a safe environment free of hazards and reduce the risk of injuries for patients and employees. The policy includes several key components:

Life Scan Wellness Centers Comprehensive Safety and Security Policy

Life Scan Wellness Centers is committed to ensuring the safety of all the Edinburg Fire Department employees. To that end, we've put together a comprehensive plan that encompasses employees' and facilities' safety and security.

New Employee Orientation and Annual Recurrent Training

Both new and continuing employees receive safety training in our blood borne pathogen, biohazard waste, and equipment policies.

Facilities and Equipment Security

To ensure that both facilities and equipment are secure, we coordinate with the on-site facility manager to better understand Department procedures and processes for each specific site. We then discuss and agree upon the best manner to secure all equipment during the program.



Emergency Preparedness Plan

We'll coordinate with your on-site facility manager to determine the Department's processes for each specific site.

Safety Equipment

Life Scan Wellness Centers maintains and routinely tests all equipment. All equipment used in your program is tested prior to the program's implementation on site within the facility provided by the Edinburg Fire Department.

Reporting to Risk Management Regarding Accidents and/or Damages

We will receive and log any accident or damage reports during the program. We will report them to your department promptly.

Records Confidentiality and Safety

We keep all program records confidentially and securely through a proprietary EMR system designed for public safety and municipalities. This system incorporates all the advanced security measures needed to ensure HIPAA compliance. The Life Scan Wellness Centers' EMR allows for electronic entry, storage, and maintenance of digital medical data. Life Scan Wellness Centers follows all HIPAA, federal, and state guidelines regarding patient confidentiality and reviews the process with the departments. Patients receive an electronic link of their medical records on the day of their physical exam and have access to records when requested through the secure Life Scan Wellness Centers' EMR used for the Life Scan Wellness Centers is state of the art and owned by Life Scan Wellness Centers.

Implementation Strategy

It's easy to work with Life Scan Wellness Centers. Our simple onboarding process ensures that once we are awarded this project, we can begin working with your department immediately to provide our potentially life-saving physicals.

When you're ready to begin, we will schedule a kick-off Conference Call (Zoom Meeting) with Life Scan Wellness Centers' project management team and your program coordinators.

During this meeting, we'll discuss:

1. Program components and requirements
2. Locations and spaces required for on-site within the facilities. Typically, we need three rooms to accommodate:
 - a. Physical exam
 - b. Audiometry testing area (this area should be chosen to minimize background noise)
 - c. Cardiopulmonary/Fitness evaluations
 - d. Ultrasound exams
3. Timelines for your project.
4. Review of Patient Packet and Aggregate Data format.
5. Next, we will schedule dates for physicals.

EMPLOYEE MEDICAL QUALIFICATION
AND OSHA RESPIRATOR CLEARANCE

LIFE SCAN
Wellness Centers

Department: _____

Last Name: _____ First: _____

Patient DOB: _____ Exam Date: _____

EMPLOYEE MEDICAL QUALIFICATION: The examination of this employee must include a complete physical examination at a level of specificity to determine whether there is any medical or physiological reason that may impair the employee's ability to perform the essential functions of his or her job. Disabilities, impairment, or limitations identified by the examination, which would prevent the employee from performing the essential functions of the position, will be reported to their employer. The reviewing medical personnel should note all abnormalities which might predispose the employee to injury or aggravation of the condition due to the nature of the duties and tasks required of the employee.

☐ **MEDICALLY QUALIFIED**

☐ **NOT MEDICALLY QUALIFIED. This patient must be examined by a medical specialist for follow up evaluation and final clearance.**

OSHA RESPIRATOR CLEARANCE: This medical evaluation determines any limitations on respirator use related to the medical condition of the employee or relating to the workplace conditions in which the respirator will be used, including whether or not the employee is medically able to use a respirator.

☐ **MEDICALLY QUALIFIED TO WEAR A RESPIRATOR.**

There are no restrictions on respirator use related to the medical condition of the employee.

☐ **NOT MEDICALLY QUALIFIED TO WEAR A RESPIRATOR.**

A follow up examination is needed to make a final determination for respirator clearance.

Medical Practitioner Information:

Print Name: _____

Signature: _____

11200 Seminole Blvd Suite #100
Largo, FL 33778
Phone: (727) 258-4818

Anthony L. Capasso, M.D., P.A.,
Medical Director
License Number: ME 69518

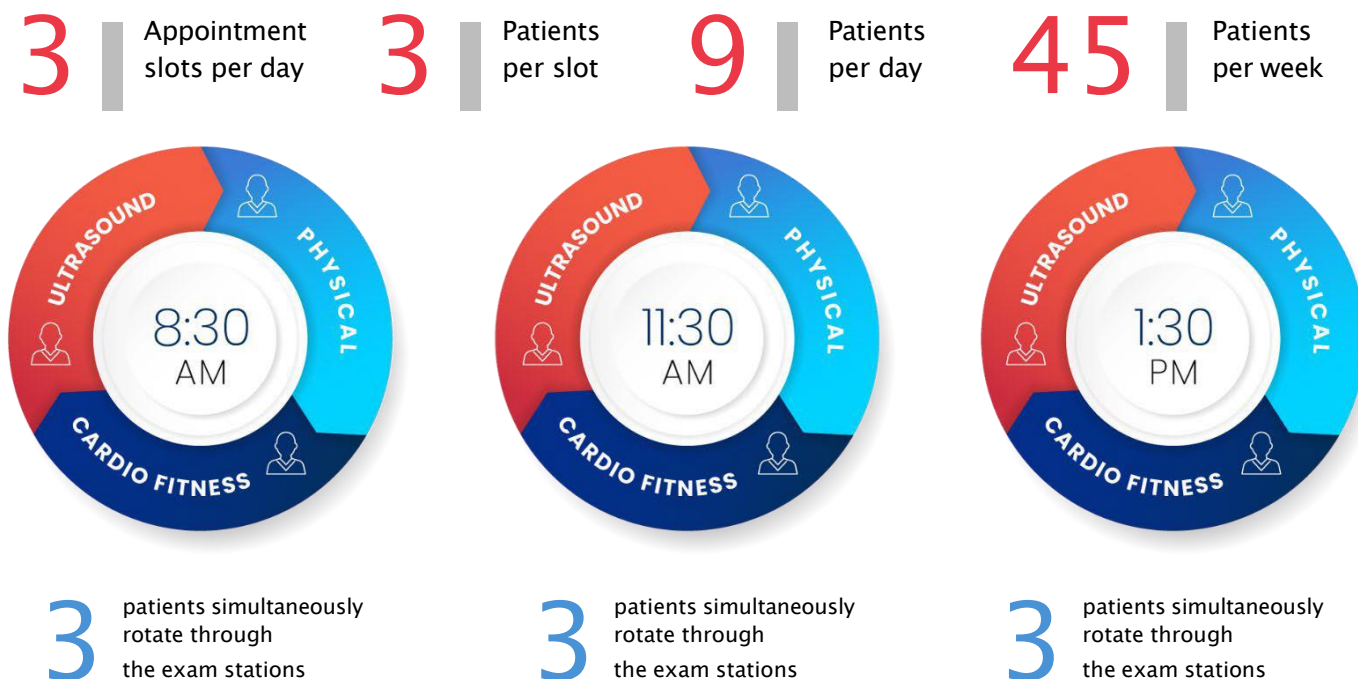
1011 North MacDill Ave
Tampa, FL 33607
Phone: (813) 876-0625



Sample Schedule

The exact schedule for your department will be confirmed during the kick-off call. We proposed the following schedule based on previous successful implementations.

Each patient requires three hours for the full complement of tests. We can accommodate three patients per time slot. Patients rotate among the testing units to complete all the tests in the three-hour time slot.



We can typically see 45 people per week (9 people per day times 5 days a week = 45 people) but can run testing locations concurrently if needed to accommodate more personnel. Blood draws are completed 4 to 6 weeks before the date of the physicals to ensure adequate time for the results to be obtained and reviewed by our team.

Standard Life Scan Physical: What's Included

Every Life Scan Wellness Centers physical includes professional services that will enhance the wellbeing of everyone in your department. Each contract includes:

- NFPA 1582 Annual Fire Physical
- NFPA 1583 Fitness Evaluations with Personal Fitness Rx
- Cardiac Stress Test with EKG, submaximal
- Life Scan Ultrasound Screenings
- Diet and Nutrition recommendations
- Mental Health and Sleep Disorder assessments



Additional Available Services

Life Scan has partnered with leading experts to enhance our services. This collaboration allows us to offer comprehensive support in areas such as behavioral health, fitness, and health monitoring. Additionally, we now provide advanced cancer screenings, including low-dose lung CT, CT calcification scoring, esophageal cancer screening, and enhanced cancer blood testing.

Optional Testing and Tools

- Work Life Balance Transformation Workshop with Dr. Donnie
- On-site OSHA Respirator Mask Fit Testing
- Low Dose Lung CT
- Enhanced Cancer Blood Tests (MCED)
- ESO Guard (Esophageal Cancer Screening Test)
- Guardian Firefighter Health and Fitness App
- NFPA 1581 Exposure Tracking and Member Support



Location:

Testing Capabilities and Scheduling

Life Scan has extensive experience in providing our model of on-site medical services within facilities provided by the contracting client. Our unprecedented experience includes the ability to minimize operational impact by reducing costs with on site-services. Due to the complexity of our NFPA 1582/1583 Physicals that has enhanced ultrasound screenings it is not feasible to utilize a mobile vehicle for the physical exams. Our contracting clients provide us with a facility. The range of facilities that we utilize include Fire Stations, Training Centers, Union buildings, and City/County government buildings. In several Metro areas, we partner regionally with the contracting city or county for dedicated Public Safety clinics at a minimal shared cost.

In addition, deploying our program at various locations is simple as our equipment is portable and the team can reposition to different locations periodically to best service the fire department's needs.

Our On-Site Life Scan Public Safety Physicals require a very small footprint in a facility or facilities provided by the city that includes three private rooms.

Room 1: Nurse Practitioner exam room. Requires space for 1 small desk/table, 2 chairs, and a portable exam table.

Room 2: Ultrasound Technologist exam room. Requires space for 1 small desk/table, 2 chairs, and a portable exam table.

Room 3: Exercise Physiologist exam room. It requires space for 1 small desk/table, 2 chairs, an exercise floor mat, and a standard treadmill.

Our standard policy is to complete the annual physicals within 12 months of the contract award. We can schedule 9 patients per days, 5 days a week, for a total of 45 patients per weeks, and can schedule concurrent locations as needed to accommodate the time frame and quantity of examinations indicated in this RFP.

Hours of Operation and Scheduling

We ask that your department coordinate patient appointments to ensure no disruptions to personnel scheduling. The hours of operation, number of days and program dates will be determined by Edinburg Fire Department according to the number of employees requiring physicals and their shifts and hours.

Life Scan Wellness Centers can accommodate the number of physicals required in this RFP. We can provide 45 physical examinations per week at the on-site within the facilities locations provided by the Edinburg Fire Department.



EQUIPMENT: Provided by Life Scan Wellness Centers

All equipment used for the Life Scan Wellness Centers is state of the art and owned by Life Scan Wellness Centers.

Ultrasound Units: Terason & Mindray MX7

EKG Stress Units: Welch Allyn & Norav Laptop computer based

Fitness Testing equipment: provided by Life Scan Wellness Centers

Audiometry Equipment: Welch Allyn audiometer

Vision: Titmus Vision Screener

X-ray: On-site within the facilities mobile services (Mobilex)

Blood draws at any LabCorp Patient Service Center

EQUIPMENT: Provided by the Edinburg Fire Department

We request that you provide the following equipment at the testing location.

Treadmill(s)

Customer Service:

Edinburg Fire Department Team Support Composition:

Jennifer Connelly, Chief Administrative Officer, manages a team of employees assigned to the Edinburg Fire Department.

- Kaleah Simmons, ARPN Medical Clearances
- Rebecca Knecht, Director of IT Support
- Kortney Huntzinger, Administrative Assistant –scheduling
- Walter Mallette, Director of Operations, team travel
- Each Life Scan Wellness Clinical team consists of three experts in their field. These experts provide on-site within the facility services to your personnel and will be an important part of the project.



Edinburg Fire Department Clinical Team Composition

- Advanced Practice Registered Nurse (APRN) (TX Licensed) and OSHA Certified
- Ultrasound Sonographer
- Exercise Physiologist

Team Composition

Each Life Scan Wellness Centers' team includes the following personnel:



Advanced Practice Registered Nurse (APRN)

An Advanced Practice Registered Nurse (APRN) is a registered nurse who has completed advanced clinical and educational training, allowing them to take on more specialized and autonomous roles in healthcare. Each APRN is qualified and licensed to conduct the Medical Evaluations. Each of our teams is led by an APRN. The APRN performs a thorough physical examination, evaluates bloodwork, and makes appropriate recommendations based on the overall exam results



Ultrasound Sonographer

Life Scan Wellness Centers pioneered the use of ultrasound-aided physical exams. Our approach includes enhanced early detection screenings for internal organs, vascular health, and heart conditions. By identifying major diseases such as cancer, heart disease, stroke, and aneurysms at an early stage, we empower public safety officers/ staff to take proactive steps toward better health.



Clinical Exercise Physiologist

A clinical exercise physiologist is a healthcare professional who specializes in using exercise to help patients manage and improve their health. They evaluate patients' cardiovascular and metabolic health through various tests and assessment. These experts on your team will evaluate cardiovascular testing and pulmonary function as well as physical fitness and overall health.

COMPANY PROVIDING PROPOSAL GENERAL QUESTIONNAIRE

Life Extension Clinics, Inc. D/B/ A Life Scan Wellness Centers

1. Name/Name of Agency/Company: _____
(Full, correct legal name)
 - Address: 1011 North MacDill Avenue Tampa, FL 33607
 - Telephone/Fax: 813-876-0625 / 813-876-0653
 - Email address: patricia.johnson@lifescanwellness.com
2. Does your Company anticipate any mergers, transfer of organization ownership, management reorganization, or departure of key personnel within the next twelve (12) months that may affect the organization's ability to carry out its submittal?
Yes____ No X
3. Is your Company authorized and/or licensed to do business in Texas? Yes X No____
4. Where is the Company's corporate headquarters located? Tampa, FL 33607
5. a. Does the Company have an office located in Edinburg, Texas? Yes____ No X
b. If the answer to the previous question is "yes", how long has the Company conducted business from its Edinburg office? ____ (years) ____ (months)
c. State the number of full-time employees at the Edinburg office. _____
6. Has the Company or any of its principals been debarred or suspended from contracting with any public entity?
Yes____ No X

If yes, identify the public entity and the name and current phone number of a representative of the public entity familiar with the debarment or suspension, and state the reason for or circumstances surrounding the debarment or suspension, including but not limited to the period of time for such debarment or suspension. _____

7. Indicate person whom The CITY may contact concerning your submittal.
Patricia Johnson
Name: _____
Address: 1011 North MacDill Avenue Tampa, FL 33607
Telephone: 813-876-0625
Fax: 813-876-0653
Email: Patricia.johnson@lifescanwellness.com
8. Surety Information

Have you or the Company ever had a bond or surety instrument "called," canceled, or forfeited?
Yes () No X).
If yes, state the name of the bonding company, date, amount of bond and reason for such bond being "called," or its cancellation or forfeiture. _____

9. Bankruptcy Information

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

If yes, state the date, court, jurisdiction, cause number, amount of liabilities and amount of assets. _____

10. Provide any other names under which your business has operated within the last 10 years.

Life Scan Wellness Centers

CITY OF EDINBURG

NONCOLLUSION AFFIDAVIT

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF TEXAS

COUNTY OF HIDALGO

Patricia Johnson, COB _____, being first duly sworn, deposes and says that: (Name)

- (1) He is President of Life Extension Clinics, Inc, the Bidder that has submitted the attached Bid; (Company)
- (2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
- (3) Such Bid is genuine and is not a collusive or sham Bid.
- (4) Neither said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed directly or indirectly with another Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix an overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the **CITY OF EDINBURG**, or any person interested in the proposed Contract; and
- (5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including affiant.

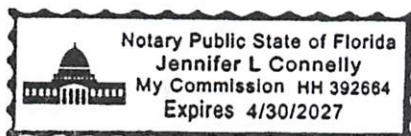
Sign

Title

Subscribed and sworn to me this 15th day of May 2025.

By:

Notary Public



My commission expires 04/30/2027



HOUSE BILL 89 VERIFICATION

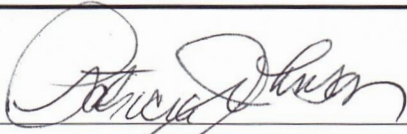
I, Patricia Johnson, COB, the undersigned representative of
Life Extension Clinics, Inc., (Company or Business name) (hereafter referred
to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above,**
under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

- 1. Does not boycott Israel currently; and**
- 2. Will not boycott Israel during the term of the contract.**
- 3) Is not currently listed on the State of Texas Comptroller's Companies that Boycott Israel List located
at <https://comptroller.texas.gov/purchasing/publications/divestment.php>**

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and

2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.



SIGNATURE OF COMPANY REPRESENTATIVE:

Patricia Johnson, COB

TYPE/PRINT NAME AND TITLE:



DATE:

SENATE BILL 19 VERIFICATION

Patricia Johnson, COB

I, _____, the undersigned representative of

Life Extension Clinics, Inc., (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2274:**

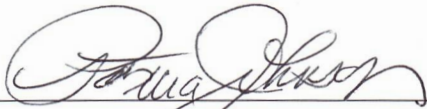
- (1) **does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and,**
- (2) **will not discriminate during the term of the contract against a firearm entity or firearmtrade association.**

Pursuant to Section 2274.001, Texas Government Code:

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

(bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association.

- 4) "Firearm" means a weapon that expels a projectile by the action of explosive or expanding gases.
- 5) "Firearm accessory" means a device specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and an item used in conjunction with or mounted on a firearm that is not essential to the basic function of the firearm. The term includes a detachable firearm magazine.
- 6) "Firearm entity" means:
- a) firearm, firearm accessory, or ammunition manufacturer, distributor, wholesaler, supplier, or retailer; and
 - b) a sport shooting range as defined by Section 250.001, Local Government Code.
- 7) "Firearm trade association" means any person, corporation, unincorporated association, federation, business league, or business organization that:
- a) is not organized or operated for profit and for which none of its net earnings inures to the benefit of any private shareholder or individual;
 - b) has two or more firearm entities as members; and
 - c) is exempt from federal income taxation under Section 501(a), Internal Revenue Code of 1986, as an organization described by Section 501(c) of that code.



SIGNATURE OF COMPANY REPRESENTATIVE:

Patricia Johnson, COB

TYPE/PRINT NAME AND TITLE:

5/9/2025

DATE:

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

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

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

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

Name of Officer

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

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

☐

Yes

☐

No

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

☐

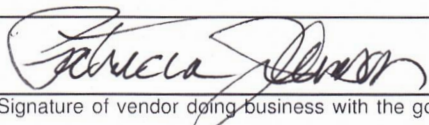
Yes

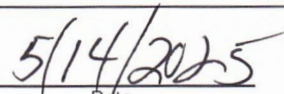
☐

No

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

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

7 
Signature of vendor doing business with the governmental entity


Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

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

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

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

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

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

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

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

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

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

(1) the date that the vendor:

- (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
- (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

- (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
- (B) that the vendor has given one or more gifts described by Subsection (a); or
- (C) of a family relationship with a local government officer.

LITIGATION DISCLOSURE FORM

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

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

Circle One YES NO ☒

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

Circle One YES NO ☒

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

Circle One YES NO ☒

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

SENATE BILL 13 VERIFICATION

I, Patricia Johnson, COB, the undersigned representative of
Life Extension Clinics, Inc., (Company or Business name) (hereafter referred
to as company) being an adult over the age of eighteen (18) years of age, verify that the company named-above,
under the provisions of Subtitle F, Title 10, Chapter 809, Government Code 2274:

- 1) does not boycott energy companies and;
- 2) will not boycott energy companies during the term of the contract.

Pursuant to Section 2274.001, Texas Government Code:

1. "Boycott energy company" has the meaning assigned by Section 809.001; and
2. "Company" has the meaning assigned by Section 809.001, except that the term does not include a sole proprietorship.



SIGNATURE OF COMPANY REPRESENTATIVE:

Patricia Johnson, COB

TYPE/PRINT NAME AND TITLE:

5/9/2025

DATE:

STATE OF TEXAS §
COUNTY OF HIDALGO §
CITY OF EDINBURG §

**AGREEMENT BETWEEN THE CITY
OF EDINBURG AND LIFE EXTENSION
CLINICS, INC. D/B/A LIFE SCAN
WELLNESS CENTERS FOR ON-SITE
PHYSICAL EXAMINATION FOR
FIREFIGHTERS**

The City of Edinburg, Hidalgo County, Texas, a municipal corporation, (hereinafter “City”) and Life Extension Clinics, Inc. D/B/A Life Scan Wellness Center (hereinafter “Vendor”), are the parties to this Agreement.

RECITALS

WHEREAS, the City desires to engage the Vendor for certain services and to provide all labor, materials and equipment necessary to perform work as described in Exhibit A, and

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

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

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

SECTION I
EMPLOYMENT OF VENDOR

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

SECTION II
SERVICES OF VENDOR

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

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

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

SECTION III **RESPONSIBILITY OF THE CITY**

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

SECTION IV **RESPONSIBILITIES OF VENDOR**

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

regulations in performing the Services. If Vendor fails to meet applicable professional standards, Vendor shall without additional compensation correct or revise any errors or deficiencies, with or without request to do so by the City.

- C. Vendor shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of Services furnished by Vendor under this Agreement. Vendor shall keep the City informed of the Services performed under this Agreement. In connection with the performance of the Services by Vendor, Vendor agrees to promptly and fully disclose to City any information regarding the Services as City may request.
- D. Vendor will develop and maintain a detailed schedule for completion of the Services. The schedule will be a work plan showing activities to be performed and their sequence; and, in addition, activities will contain duration, manpower required, and estimated cost. A preliminary schedule shall be submitted to the City within ten (10) days after execution of this Agreement for review and establishment of the level of detail to be included.
- E. Vendor will submit monthly progress data for the reporting period which will include the percentage complete and actual start date and actual finish date for all activities worked on by the Vendor during the period. Any changes in delivery dates will be reported. Other information, such as actual hours expended, will be furnished monthly, or as requested, by the City. If requested by the City, schedule update meetings will be held to discuss the results of schedule analysis and necessary action to meet the requirements of the schedule.
- F. Vendor shall perform Services necessary to accomplish the work specified in this Agreement, in accordance with this Agreement.
- G. City's review or approval of reports, and other services furnished hereunder shall not in any way relieve Vendor of responsibility for the technical adequacy of the work. Neither City's review, approval, or acceptance of, nor payment for any of the Services shall be construed as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.
- H. Vendor shall be and shall remain liable, in accordance with applicable law, for all damages to City caused by Vendor's negligent performance of any of the Services furnished under this Agreement. Vendor shall not be responsible for any time-delays in the project caused by circumstances beyond Vendor's control.
- I. Vendor's obligations under this clause are in addition to the Vendor's other expressed or implied obligations under this Agreement or state law and in no way diminish any other rights that City may have against Vendor for Vendor's errors or omissions.
- J. All reports, drawings, plans, and other documentation pertaining to the Services become the property of City.

SECTION V

PAYMENT AND FEES

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

- A. Vendor shall submit all invoices to City in the manner specified herein. Except as specifically authorized by City in writing, Vendor shall not bill City for duplicate services performed by more than one person. Vendor and City acknowledge and agree that compensation paid by City to Vendor under this Agreement is based upon Vendor's estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Vendor. Consequently, the parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Vendor and its employees, agents, and subcontractors may be eligible. City therefore has no responsibility for such contributions beyond compensation required under this Agreement.
- B. City is entitled to impose a set-off against payment based on any of the following:
- a. Claims have been made against City based on Vendor's conduct in the performance or furnishing of Services, or City has incurred costs, losses, or damages resulting from Vendor's conduct in the performance or furnishing of Services, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, and non-compliance with Laws and Regulations;
 - b. Vendor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with Services and related work;
 - c. Vendor has failed to provide and maintain required insurance;
 - d. City has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;
 - e. City has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;
 - f. Any Services are defective, requiring correction or replacement;
 - g. City has been required to correct defective Services or has accepted defective Services;
 - h. Liens have been filed in connection with the Services; or
 - i. Other items entitle City to a set-off against the payment amount.

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

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

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

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

G. The City may, at any time, request Vendor to make changes within the scope of the Services or to perform extra work. If any request by the City for a change or extra work causes an increase or decrease in the cost or the time required for performance of the work, or any change to this Agreement, Vendor shall, within seven (7) days from the date it receives the City's request, submit in writing a proposal for accomplishing such changed or extra work. This proposal shall define, if applicable, any increase or decrease in cost or time of completion or other change to this Agreement. The governing body of the City must approve any change orders, pursuant to the City's Code of ordinances and policies and procedures and any other applicable laws of this State, before making the changes. The City will not be liable for any costs incurred by Vendor from performance of a change or extra work prior to issuance of a change order to this Agreement.

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

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

SECTION VI
TERM OF AGREEMENT

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

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

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

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

E. The City reserves the right to suspend work on the Services, with or without cause, in whole or in part, upon giving notice to Vendor. Vendor shall resume the Services so suspended when directed to do so by the City. The City shall have no liability to Vendor except for charges for Services performed by Vendor and accepted by the City prior to receipt of notice of suspension of Services. If only a portion of the Services are suspended, Vendor shall be compensated only for Services of which are not suspended and are actually performed during such suspension.

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

SECTION VII
MINIMUM INSURANCE REQUIREMENTS

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

- A. Workers Compensation
 In accordance with State statute.

- B. Comprehensive General Liability
 - 1. Bodily Injury
 - \$250,000 each person
 - \$500,000 each occurrence
 - 2. Property Damage
 - \$100,000 each occurrence
 - \$100,000 each aggregate

or \$500,000 combined single limits

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

or \$500,000 combined single limits

- D. City's Protective Liability
 - 1. Bodily Injury
 - \$250,000 each person
 - \$500,000 each occurrence
 - 2. Property Damage
 - \$100,000 each occurrence
 - \$100,000 each aggregate

or \$500,000 combined single limits

E. Professional Liability

1. Professional

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

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

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

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

I. Vendor hereby agrees as follows:

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

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

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

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

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

SECTION VIII
ALTERNATE DISPUTE RESOLUTION/NEUTRAL PARTY

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

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

SECTION IX
CONTROLLING LAW, MANDATORY VENUE, AND FEES AND EXPENSES

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

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

SECTION X
INDEMNIFICATION

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

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

SECTION XI

LIMITATION OF LIABILITY

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

SECTION XII

AGREEMENT CONSTRUCTION

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

SECTION XIII

NO PENDING LITIGATION

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

SECTION XIV **SEVERABILITY**

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

SECTION XV **NOTICE**

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

(a) Notices to the City:

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

With a copy to:

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

(b) Notices to Vendor:

Life Extension Clinics, Inc.
D/B/A Life Scan Wellness Centers
1011 North MacDill Avenue
Tampa, FL 33607
Attn.: Trudy Pastine

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

SECTION XVI
NON-APPROPRIATIONS

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

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

SECTION XVII
SUCCESSORS AND ASSIGNS

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

SECTION XIX
CONFLICT OF TERMS

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

SECTION XX
NO WAIVERS OR ACCORD AND SATISFACTION

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

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

C. Without limiting the generality of the above, the receipt by City of any Services with knowledge of a breach by Vendor of any covenant, obligation, or agreement under this Agreement shall not be deemed or construed to be a waiver of such breach.

No acceptance of Services or payment to Vendor shall be deemed to be other than on account of the earliest installment of the amounts due under this Agreement, nor shall any endorsement or statement on any check, or any letter accompanying any check, wire transfer or other payment, be deemed an accord and satisfaction. City may accept services or make payment without prejudice to its rights under this Agreement or pursue any remedy provided in this Agreement or provided otherwise by law or equity.

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

CITY OF EDINBURG:

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

ATTEST:

BY: _____
Clarice Y. Balderas, City Secretary

APPROVED AS TO FORM:

BY: _____
Josephine Ramirez-Solis, City Attorney

**Life Extension Clinics, Inc.
D/B/A Life Scan Wellness Center**

BY: _____
Todd LeDuc, CEO
1011 North MacDill Avenue
Tampa, FL 33607
Phone: (813) 876-0625
Email: Todd.LeDuc@lifescanwellness.com

Attachments: Exhibit "A" 2025-07
Exhibit "B" Insurance

**EXHIBIT “A” TO AGREEMENT BETWEEN THE CITY OF EDINBURG AND LIFE
EXTENSION CLINICS, INC. D/B/A LIFE SCAN WELLNESS CENTERS FOR ON-SITE
PHYSICAL EXAMINATION FOR FIREFIGHTERS**

**EXHIBIT “B” TO AGREEMENT BETWEEN THE CITY OF EDINBURG AND LIFE
EXTENSION CLINICS, INC. D/B/A LIFE SCAN WELLNESS CENTERS FOR ON-SITE
PHYSICAL EXAMINATION FOR FIREFIGHTERS**



CITY OF EDINBURG - CITY COUNCIL

Meeting Date: July 1, 2025

CONSENT AGENDA

Agenda Item No: 14.B.

Bid 2025-18 FY 24/25 Police Officer Cardiovascular Testing

1. Agenda Item:

Consider Awarding Bid No. 2025-18, FY 24-25 Police Officer Cardiovascular Testing to Telemedicine Group DE LLC (Sigma Tactical Wellness) in an Amount Not to Exceed \$42,450.00 and Authorize the City Manager to Enter Into a Service Agreement Relating Thereto. [Jaime Ayala, Chief of Police]

2. Description:

The project consists of Cardiac and Advanced Metabolic Testing (AMT) medical screening tailored for law-enforcement officers. The testing includes the following: a Cardiopulmonary/EKG exercise stress test; a Carotid Intima-Media Thickness (CIMT) test; an Advanced lipid panel test that assesses the early stages of coronary disease, and Inflammatory markers (PLA2).

The test also includes the identification of any ischemia or lack of blood flow to the heart muscle and dietary and exercise recommendations during the physician consultation. The testing targets to combat the risk of heart attack and stroke in law enforcement officers by providing a health screening tailored to test risk factors, genetics, and occupational stressors characteristic of law enforcement.

On June 10, 2025, bids were opened for Bid No. 2025-18, FY 24-25 Police Officer Cardiovascular Testing. One (1) bid was received and opened. After review, staff recommends awarding Bid No. 2025-18, FY 24-25 Police Officer Cardiovascular Testing to Telemedicine Group DE LLC (Sigma Tactical Wellness), the sole bidder meeting specifications, for a price of \$849.00 per test. Estimated number of participants: 50 at \$849.00, totaling \$42,450.00. The City has previously done business with Sigma Tactical Wellness and has verified that no monies are owed to the City.

If approved, the agreement shall be for a one-year term, effective July 1, 2025, with the option for one (1) year of renewal. Funding is available in the Police Department Fiscal Year 2024-2025 Operating Budget.

3. Staff's Recommendation:

Approve Awarding Bid No. 2025-18, FY 24-25 Police Officer Cardiovascular Testing to Telemedicine Group DE LLC (Sigma Tactical Wellness) in an Amount Not to Exceed \$42,450.00 and Authorize the City Manager to Enter Into a Service Agreement Relating Thereto.

Reviewed by:

Jaime Ayala, Chief of Police

Prepared by:

Rogelio Garcia, Special
Services Manager
Iris Alvarado, Management
Services Administrator

Attachments:

A. Informal Bid Tab - Police Officer Cardiovascular Testing

- B. Bidders List-Police Cardiovascular Testing
- C. Notice to Bidders - Police_Officer_Cardiovascular_Testing
- D. Sigma_Telemed2u Services Agreement 2025_OnSite_Edinburg



Bid 2025-18 - Police Officer Cardiovascular Testing
Opening Date: June 10, 2025 at 3:00 p.m.

Telemedicine Group DE
LLC (Sigma Tactical
Wellness)

Line Item	Description	Quantity	Unit of Measure	Unit Cost
1	Cardiovascular Testing	50	Each	\$849.00
Total				\$42,450.00

Bidders List

admin@911tacmed.com	drkyle@kurvo2.com
juan@acadiaworkforce.com	joseph@laredotechnical.com
anangne@acceldxlab.com	mschlotter@anylabtestnow.com
louisa@accurateordersolutions.com	INFO@LELAPHARMACY.COM
info@acrosys.com	Info@lifeviewhomecare.com
thanh.a.nguyen.dpm@gmail.com	ljmason@livingwellrecovery.org
jamie.mcdaniel@advtemp.com	aaron@locumphysicians.com
toshamoore@amazingheartshas.com	josh@rem911.com
shpintan@maximstaffing.com	hello@lowvisiontx.com
VENDOR@AHEFEDERAL.COM	loyalstaffing53@gmail.com
contact@amorawellness.net	josie.alvarado@esshomehealth.com
info@apusolutions.us	dmayweather@labornetworksolutions.com
danielle@artemisinthecity.com	yysaramirez@laboratorytrainingsolutions.com
Info@asahealthcarestaffing.com	weeslove@statlabstx.com
jjiang@auspiciouslab.com	rfps@sterlingstaffingsolutions.com
info@austinsafetycouncil.com	trang.nguyen@medicusrx.com
drbryantmays@gmail.com	patrick.conley@merrick.com
tporter@appddictionstudio.com	amanda.elms@metisgenetics.com
INFO@ASSURANCESTAFFING.ORG	hannah.le@metroplexvitalcare.com
mandy@beyondbarriersts.com	Mimachealth@gmail.com
info@biosyn.com	info@modernmedhs.com
bp@bplifecoaching.com	admin@medlinehcs.com
ashley@breezydayllc.com	okon.antia@motionwellness.org
brandon@bayoucityfingerprinting.com	yesiamyournurse@gmail.com
pjnelson@bracaneco.com	lezie@nationwidetestingsys.com
hr@cambaycs.com	jbreeze@nlucc.com
nawras.alanbari@cardiologx.com	kbarnes@occmd.com
justin@careteamsolutions.com	saugustine@onthegolabs.com
lyallen@carisls.com	arlaine.decrevel@openwork.com
vq@cjbinc.net	francis.obiesie@osilivic.com
sales@ceriumlabs.com	ryan@odomrd.com
chloviccorporation@gmail.com	Paovicconsultingllc@gmail.com
citizencarehomehealth@yahoo.com	PATIENTCARESERVICES@PCSRXCONSULTING.COM
rfp@compuvis.com	BusDev@pinsourcing.com
biddesk.fc-sls@conduent.com	usorders@phasesci.com
jjohnson@connectedhc.com	jws@ultrastaff.com
gesmith@coral.io	admin@primarypsych.com
cprinstituteinc@att.net	ddumrauf@prolinkstaff.com
ctslogistics18@gmail.com	info@psychstep.com
mike@centraltox.com	purpleheartscms@gmail.com
clemeteanwilliams@ymail.com	info@promptinterventions.com
contrast.science.communications@gmail.com	nerio@prosperitussolutions.com

info@cornerstonepremierhealth.com	info@qhhealth.com
DamajhaSystems@gmail.com	info@quicklabsandscreening.com
govbids@datarush.com	qrms@qualityresponsemedicalstaffing.com
info@desiretolivenow.com	wand_e@yahoo.com
DesiBittner@frfclinic.com	raptureunlimitedllc@gmail.com
msaenz@doc-aid.com	ashley@rectherapy4u.com
jlarios@nursesetc.net	reussihealthcare@gmail.com
bids@egaassociates.com	Info@emps-tx.com
rita@emergencydx.com	support@righteouslivity.com
d.slowinski@endeavordna.com	contracts@rohealth.com
lenoramcmillian@emciinc.com	Ramya@RSgrand.com
david@yourcabana.com	admin@rapidlabsusa.com
gabriel@excelmedstaff.com	info@safespacetherapeutic.org
info@Epstherapy.com	heather@selectsafetyinc.com
akwame@verizon.net	kthornton@sevendounselingwellness.com
bob@eskridgeassociates.com	sblair@slsco.com
contractsmgr@favoritestaffing.com	amoledina@soaltech.com
pfarmer@fcspsey.com	businessoffice@sfpspllc.com
Kacey@feathertouchphleb.com	SCPT@ATT.NET
bo.depena@fidelitypartners.org	sarora@staffdna.com
scollier@fivestarrhealthcare.com	jessica@sterlinghires.com
info@flatlandtherapy.com	tgohmann@spartnerships.com
bruce@frontlinemobilehealth.com	sterling@sterlingtherapy.com
esther@frontlinenursestaffing.com	larrybauske@tadts.net
david@diagnostic.ly	aso@solidrockint.com
sherri@tygericonsulting.com	info@dixongroupplc.com
oscar@gracehealthpros.com	admin@walkerwellness.org
info@gradansolutions.com	johnnyr@trinityreviews.com
proposals@healthmanagement.com	christina@trubluhrsolutions.com
arcrcpalerts@hbsinc.com	TRUCE.MEDIA@AOL.COM
info@hphca.org	echu@truexcellencestaffing.com
homeofholistichealing@gmail.com	temi@topreneurllc.com
contactus@hopeandhealthmedical.com	urbanmedicalstaffing@gmail.com
christopher.ojiako@huckeyehealthcare.com	quisha@umembahalth.com
hguardnurse@gmail.com	vanitywellnessandbodystudio@gmail.com
MHV@hvhealthandsafety.com	info@veinologymobile.com
info@igniteconsults.com	info@veloxmedicalcenter.com
thoyle@ih2s.com	info@veloxmedicalcenter.com
inthelabsolutions@mail.com	mark@vesahealth.com
info@incell.com	jwanderson@viemedstaffing.com
cinnaholicgptx@gmail.com	jcalvert@vighter.com
ritu@infostride.com	va@vacastillocounseling.com
commercial@ingenesis.com	info@theweddagroup.com

cbenavidez@injurymanagement.com	contracts@westwaysstaffing.com
info@integritymedtransport.com	dmilesd1@gmail.com
commercial@ingenesis.com	tamaria@wellchecklab.com
pbritt@jnlss.org	padams@zwgroup.net
margiejohnson@jvmsolutions.net	labservicesinc@yahoo.com
info@keturah-hms.com	adelhealthcare@gmail.com
gerowele@gmail.com	cassie@sigmacoaching.com
nareshk@klap6.com	ben@sigmacoaching.com

REQUEST FOR BIDS
2025-18
POLICE OFFICER CARDIOVASCULAR TESTING

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



RELEASE DATE: May 21, 2025

DEADLINE FOR QUESTIONS: June 2, 2025

RESPONSE DEADLINE: June 10, 2025, 3:00 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

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

City of Edinburg
REQUEST FOR BIDS
Police Officer Cardiovascular Testing

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

Attachments:

A - Rules for Electronic Bidding

B - Sample Agreement Cardiovascular Testing

1. Introduction

1.1. Summary

Request for Bids for Cardiac and Advanced Metabolic Testing (AMT) medical screening tailored for law-enforcement officers. The testing should include:

- a cardiopulmonary/EKG exercise stress test,
- a Carotid Intima-Media Thickness (CIMT) test,
- an Advanced lipid panel test that assesses the early stages of coronary disease, and
- inflammatory markers (PLA2).

The test should also identify any ischemia or lack of blood flow to the heart muscle and offer dietary and exercise recommendations during the physician consultation. The testing targets to combat the risk of heart attack and stroke in Law enforcement officers by providing a health screening tailored to test risk factors, genetics, and occupational stressors characteristic of law enforcement.

1.2. Background

Edinburg Police Department wants to obtain the maximum amount of tests for Officers.

Reference Example: <https://iamsigma.com/method/>

1.3. Contact Information

Rogelio Garcia

Special Services Manager

1702 S. Closner Blvd.

Edinburg, TX 78539

Email: rgarcia@cityofedinburg.com

Phone: [\(956\) 289-7710](tel:(956)289-7710)

Department:

Police

Department Head:

Jaime Ayala

Chief of Police

1.4. Timeline

Release Project Date	May 21, 2025
Question Submission Deadline	June 2, 2025, 5:00pm

Proposal Submission Deadline	June 10, 2025, 3:00pm
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2. Legal Notice

2.1. Notice to Bidders

The City of Edinburg is soliciting sealed bids from qualified vendors for the Police Officer Cardiovascular Testing.

Sealed Bids should be submitted electronically or received by the City Secretary's Office no later than:
3:00 pm, Tuesday, June 10, 2025.

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

All bids will be opened and bidder's names publicly read aloud promptly in the City Hall Community Room, 1st Floor, at 415 W. University Dr., Edinburg, TX 78539 at 3:00 pm, Tuesday, June 10, 2025

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

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

If a Bidder chooses to submit a Hard Copy Bid, it must be delivered in a sealed envelope with a return address and clearly marked "City of Edinburg Bid No. 2025-18" to the City Secretary's Office prior to the bid opening date and time. The receiving time in the City Secretary's Office will be the governing time for acceptability of the bids. the Bidder's firm name shall appear on the outside of the envelope.

Submit Bids To:

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

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

c/o City Secretary Department (1st Floor)

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

If you have any questions or require additional information regarding this bid, you may contact Veronica Gutierrez, Purchasing Specialist II, please submit your questions via OpenGov at the website listed above no later than 5:00 pm Monday, June 2, 2025.

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

3. Instructions, Terms and Conditions

3.1. Instructions to Bidders

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

PURPOSE

The purpose of these specifications/requirements and bidding documents is for the purchase of Police Officer Cardiovascular Testing for the City of Edinburg.

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

SUBMITTAL OF "HARD COPY" BID

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

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

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

PREPARATION OF BID

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

DEVIATION FROM SPECIFICATION

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

ALTERATIONS/AMENDMENTS TO BID

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

SALES TAX

State sales tax must not be included in the bid.

SUBSTITUTIONS

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

NO BID RESPONSE

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

EXCEPTIONS

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

BRAND OR MANUFACTURER REFERENCE

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

DELIVERY

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

DELAY IN SERVICE DELIVERY

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

SERVICE DELIVERED PRICING

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

RIGHT TO REJECT/AWARD

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

MULTIPLE VENDOR CONTRACTS

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

INDEMNIFICATION CLAUSE

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

ADDENDA

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

PAYMENT

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

SYNONYM

Where in this bid package ITEMS OR SERVICES is used, its meaning shall refer to the Police Officer Cardiovascular Testing as specified.

ASSIGNMENT

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

BIDDER'S EMPLOYEES

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

INTERPRETATIONS

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

STATUTORY REQUIREMENTS

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

RIGHT TO WAIVE

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

COOPERATIVE PRICING

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

VALID BID TIME FRAME

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

PREPARATION OF BID

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

CONFIDENTIAL INFORMATION

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

VERBAL THREATS

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

MATHEMATICAL ERRORS

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

AUDIT

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

PAST PERFORMANCE

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

JURISDICTION

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

VENUE

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

CONSIDERATION OF LOCATION OF BIDDER'S PRINCIPAL PLACE OF BUSINESS

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

AWARD

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

CONSIDERATION OF LOCATION OF BIDDER'S PRINCIPAL PLACE OF BUSINESS

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

SPECIAL CIRCUMSTANCES

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

TERMINATION OF CONTRACT

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

ETHICAL STANDARD

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

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

3.2. INSURANCE REQUIREMENTS

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

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

Minimum Insurance Requirements

Type of Coverage Limits of Liability

Worker's Compensation Statutory Coverage

Comprehensive General Liability

(City named as additional insured)

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

Property Damage \$100,000 each occurrence/\$100,000 aggregate or \$500,000 combined single limits

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

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

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

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

Minimum Insurance Requirements

Type of Coverage Limits of Liability

Worker's Compensation Statutory Coverage

Employer's Liability Bodily Injury by Accident:

\$100,000 each accident

Bodily Injury by Disease:

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

Comprehensive General Liability

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

Property Damage \$100,000 each occurrence/\$100,000 aggregate or \$500,000 combined single limits

Comprehensive Auto Liability

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

Property Damage \$100,000 each occurrence/\$100,000 aggregate or \$500,000 combined single limits

City's Protective Liability

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

Property Damage \$100,000 each occurrence/\$100,000 aggregate or \$500,000 combined single limits

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

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

4. Specifications

4.1. Police Officer Cardiovascular Testing

Request for Bids for Cardiac and Advanced Metabolic Testing (AMT) medical screening tailored for law-enforcement officers.

The testing should include:

a cardiopulmonary/EKG exercise stress test,
a Carotid Intima-Media Thickness (CIMT) test,
an Advanced lipid panel test that assesses the early stages of coronary disease
inflammatory markers (PLA2).

The test should also identify any ischemia or lack of blood flow to the heart muscle and offer dietary and exercise recommendations during the physician consultation. The testing targets to combat the risk of heart attack and stroke in Law enforcement officers by providing a health screening tailored to test risk factors, genetics, and occupational stressors characteristic of law enforcement.

4.2. Estimated Quantities Not Guaranteed

The quantities specified herein are not a guarantee of actual quantities, as the City does not guarantee any particular quantity of testing services. The quantities may vary depending upon the actual needs of the department. The quantities specified herein are good faith estimates and will be awarded on unit price.

4.3. Term of Agreement

In its sole discretion, the city shall have the right to extend the term of this Agreement for one additional year. If approved by the City, the City shall provide the Vendor with a written notice of the extension selection.

4.4. Completion Time Frame

The Cardiovascular testing services will need to be completed by **September 30, 2025**.

5. Vendor Questionnaire

5.1. Attach your company's insurance certificate. *

Please upload a copy of your Certificate of insurance here.

*Response required

5.2. Required Forms

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

Please download the below documents, complete, and upload.

- [GENERAL QUESTIONNAIRE.pdf](#)

*Response required

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

Please download the below documents, complete, and upload.

- [LITIGATION DISCLOSURE FORM.pdf](#)

*Response required

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

Please download the below documents, complete, and upload.

- [CONFLICT OF INTEREST.pdf](#)

*Response required

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

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

1) does not boycott energy companies and will not boycott energy companies during the term of the Contract. If Respondent does not make that verification, Respondent must so indicate in its Response and state why the certification is not required , or

2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Agency.

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

*Response required

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

The 85th Texas Legislature approved new legislation, effective Sept. 1, 2017, which amends Texas Local Government Code Section 1. Subtitle F, Title 10, Government Code by adding Chapter 2270 which states

that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

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

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

*Response required

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

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

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

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

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

*Response required

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

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

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

*Response required

5.2.8. *Please upload the Conflict of Interest**

CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE

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

offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

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

*Response required

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

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

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

☐ Yes

☐ No

*Response required

6. Pricing Proposal

CARDIOVASCULAR TESTING

The quantities specified herein are not a guarantee of actual quantities, as the City does not guarantee any particular quantity of testing services. The quantities may vary depending upon the actual needs of the department. The quantities specified herein are good faith estimates and will be awarded on unit price.

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Cardiovascular Testing	50	Each		
TOTAL					

SERVICES AGREEMENT

This Services Agreement (“**Agreement**”) is entered into as of _____ (the “**Effective Date**”) by _____ (“**Client**”) and Telemedicine Group, DE LLC (“**Sigma**”). Client and Sigma may be referred to individually as a “**Party**” and collectively as the “**Parties**.” The Parties agree as follows:

1. **SIGMA’S SERVICES.** Sigma will perform the services as specified in **Exhibit A** (collectively, the “**Services**”).

2. BILLING, TAXES, AND INSURANCE

2.1. As consideration for the Services provided, Client shall pay Sigma fees in accordance with the fee schedule set forth in **Exhibit A (“Fee Schedule”)**. Unless otherwise provided in the Fee Schedule, Sigma will invoice Client for the Services provided, and Client shall pay Sigma’s invoices within thirty (30) days of receipt of invoice. Any late payment will be subject to an interest penalty of the lower of: (a) one percent (1.0%) per month or (b) the maximum rate permissible by law, until paid in full. Client shall complete the Account Set-up Form attached hereto as **Exhibit B** and provide other billing information requested by Sigma.

2.2. Client is responsible for payment of all taxes (including without limitation sales tax) imposed by any federal, state or local governmental entity on the transactions contemplated by this Agreement to the extent applicable, excluding only Sigma’s income taxes.

2.3. Both Parties shall maintain at their sole cost and expense during the term of this Agreement adequate insurance customary to each Party’s operations. Each Party shall furnish to the other Party, at such Party’s request, certificates of insurance or other adequate evidence of coverage.

3. CLIENT’S OBLIGATIONS

3.1. Client shall (i) allow Sigma to conduct presentations and workshops to educate Client and its workforce regarding the services offered by Sigma; (ii) be responsible for providing, at no cost to Sigma, all equipment, facilities, supplies, utilities, including high-speed internet and telephone service, and other services as Sigma shall reasonably determine from time to time to be necessary for the performance of Services. Client shall consult and collaborate with Sigma with respect to operational needs related to equipment, facilities, supplies, utilities, and other services to be provided pursuant to this Section.

3.2. Client shall be solely responsible for ensuring that all required patient consents and/or acknowledgments are obtained and documented in accordance with best practices and applicable laws and shall inform Sigma immediately of all communications received from regulatory authorities, notices of claims or potential claims related to any Services, and forward any written communications related thereto to Sigma.

4. **COLLABORATION.** Client will meet with Sigma from time to time as requested to collaborate and coordinate on the delivery of the Services.

5. QUALITY AND COMPLIANCE

- 5.1. Each Party shall comply with all applicable laws and regulations in effect.
- 5.2. Client agrees to maintain books, records and accounts relating to the receipt of the Services, and Sigma and its auditors shall be provided reasonable access to such books, records, and accounts and the right to perform a limited business review to verify compliance with this Agreement.
- 5.3. The Parties agree that it is not the intent or purpose of this Agreement, and no part of this Agreement shall be construed, to induce or encourage the referral of individuals to any particular health care provider for the furnishing or arranging for the furnishing of any health care item or service or ordering of any health care item or services. The Parties acknowledge that there is no requirement or any other agreement, explicit or implied, under this Agreement for a Party to refer individuals to any provider for health care items or services. Additionally, no payment made under this Agreement shall be in return for the referral of individuals in return for the purchasing, leasing, or ordering of any items or services from Sigma or any affiliates of Sigma. Neither Party will make payments or seek other remuneration under this Agreement which would be prohibited by law. It is the intent of the Parties to establish an independent business relationship which complies with applicable law. The compensation payable under this Agreement is based solely on the fair market value for the Services provided.
- 5.4. Nothing in these terms and conditions shall be construed as permitting Client to exercise control over the professional judgment or professional methods of Sigma and its professionals.

6. INTELLECTUAL PROPERTY

- 6.1. Sigma owns all right, title and interest (including patent rights, copyrights, trade secret rights, mask work rights, trademark rights, and all other intellectual property rights of any sort throughout the world) in and to the Services and documentation and derivative works thereof. Any use by Client of Sigma's then-current names, marks, logos, and other identifiers for the Services (i) requires Sigma's prior written approval, (ii) shall comply with Sigma's standards and usage guidelines for such use, and (iii) shall cease upon expiration or termination of this Agreement.
- 6.2. Client agrees to comply with Sigma's branding guidelines with respect to the Services. Client shall not issue any press releases or similar public communication relating to this Agreement or the Services without the prior written approval of Sigma.
- 6.3. Client acknowledges on behalf of itself and its affiliates that Sigma and its affiliates possess certain existing intellectual property independently developed by Sigma and its affiliates and which relate to their business operations, including but not limited to proprietary methods and management tools to support the activities of such business operations, which shall remain the exclusive property of Sigma and its affiliates. The Parties agree that any improvements, modifications or developments to such intellectual property during the course of providing any Services shall be the exclusive property of Sigma and its affiliates.

6.4. Client acknowledges and agrees the Services and any other deliverables provided pursuant to this Agreement constitute part of Sigma's proprietary information, and except for any rights expressly granted herein, Client retains ownership of the Services and deliverables to the fullest extent permissible under applicable law. The Services and all other rights with respect to any intellectual property developed, delivered, or utilized by Sigma in connection with the Services is the exclusive property of Sigma and such intellectual property shall not be deemed to be "works made for hire." To the extent any of Sigma's or its affiliates' intellectual property is embodied or contained in any deliverables or work product hereunder, Sigma shall grant only grant a non-exclusive license to Client for the intended and ordinary use during the term of this Agreement, which use expressly excludes resale or distribution. Nothing herein shall cause or imply any sale, license, or other transfer of proprietary rights of or in any third-party software or materials from one party of this Agreement to the other.

CONFIDENTIALITY

7. 7.1. The Parties shall each take all reasonable efforts to ensure that this Agreement and any information related to the business, plans, technology, products or other information of the other Party acquired by virtue of this Agreement shall be kept confidential and shall not be disclosed or made use of except as necessary for the acquiring Party to perform its obligations under this Agreement. The provisions of this clause shall not apply to the extent that the information (i) is required to be used or disclosed to comply with applicable laws or regulations or with a court order, (ii) was in the public domain prior to its use or disclosure, (iii) was independently developed or discovered without use of the other Party's confidential information, or (iv) was revealed by a third party having no obligation of confidentiality with regard to the information.
- 7.2. The Parties shall protect the privacy of all patient health information in accordance with the Privacy and Security Rules promulgated under the Health Insurance Portability and Accountability Act ("HIPAA") as well as other applicable federal and state laws. A Party having knowledge of any unauthorized or improper uses or disclosures made while performing hereunder shall promptly report such unauthorized use or disclosure to the other Party.

8. DISCLAIMERS AND LIMIT OF LIABILITY

- 8.1. SIGMA DISCLAIMS ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, THAT (I) THE RESULTS OF THE SERVICES SHALL BE FIT FOR ANY PARTICULAR PURPOSE, OR (II) THE SERVICES WILL PRODUCE A PARTICULAR RESULT OR BE 100% SUCCESSFUL OR ACCURATE.
- 8.2. In the event of any deficiently performed Services, Client's sole remedy against Sigma in such instance shall be for Sigma to re-perform the Services at its own cost, and Sigma's total liability to Client (whether for breach of contract, negligence or otherwise) with respect to the Services under the Agreement shall be limited to the revenue it received from Client during this Agreement. Except for damages arising out of willful or reckless conduct or a violation of applicable law, neither Party shall be liable to the other for indirect, incidental, consequential, exemplary or special damages, including without limitation damages for lost profit, regardless of the form of action, whether contract, warranty, strict liability or tort.

8.3. Client represents and warrants that, as of the Effective Date and during the term of this Agreement: (i) Client possesses and agrees to maintain all licenses, registrations and approvals necessary for its performance of this Agreement, and (ii) Client is not precluded by any contract or other obligation from entering into or performing under this Agreement.

9. TERM AND TERMINATION

9.1. The initial term of this Agreement commences on the Effective Date and terminates upon the completion of the Services or _____, whichever occurs first with the option to renew for additional one-year terms, upon the approval of both parties.

9.2. Either Party may terminate this Agreement without cause upon sixty (60) days' prior written notice. A Party may terminate this Agreement upon providing the other Party written notice of breach of this Agreement by the other Party, if the other Party fails to cure the breach within fifteen (15) days of receiving the notice of breach. In the event of termination of this Agreement, all compensation for Services performed prior to the date of termination shall be payable to Sigma in accordance with this Agreement. All obligations of a Party set forth in this Agreement that by their nature continue beyond expiration, termination, or cancellation of this Agreement (including, without limitation, the warranties, indemnification obligations, confidentiality requirements and ownership and property rights) shall survive any such expiration, termination or cancellation shall survive this Agreement for any reason.

10. **NOTICES.** Any notices, demands or consents required or permitted under this Agreement ("**Notices**") shall be in writing in English, addressed as set forth below, and deemed effectively given: (a) upon personal delivery (with signature evidence of delivery); (b) upon delivery confirmation if sent by prepaid first class registered or certified mail (return receipt requested), or by an internationally-recognized express courier service (providing evidence of delivery); or (c) upon the date of transmission (or the next business day, if it is not a business day), if sent by facsimile or email.

If to Sigma: Telemedicine Group DE, LLC
P.O. Box 128204
Sacramento, CA 95813-8204

If to Client: _____

1. **MISCELLANEOUS.** The Parties shall be independent contractors in their performance under this Agreement. This Agreement (including the exhibits attached hereto) constitutes the entire agreement between the Parties with regard to the subject matters hereof and may not be amended or modified without each Party's agreement in writing. Neither Party may assign or transfer this Agreement and/or the rights and obligations hereunder except that Sigma

may assign this Agreement to its affiliates or in connection with the transfer or sale of all or substantially all of its assets, or the assets which are the subject matter of this Agreement, or its merger with another entity. Subject to the foregoing, this Agreement shall be binding upon, and inure to the benefit of, the successors, representatives and permitted assigns of the Parties hereto. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to its conflicts of laws provisions. Except as otherwise expressly provided herein, the provisions of this Agreement are for the benefit of the Parties hereto and not for any other person or entity.

Signature page follows

Telemedicine Group DE, LLC

By: _____

Name: Dr. Ravi Patel _____

Title: CMO _____

Date: _____

CLIENT

By: _____

By:_____

Name: _____

Name:_____

Title: _____

Title:_____

Date: _____

Date:_____

Exhibit A

SERVICES

The following shall constitute the “**Services**” for purposes of this Agreement:

- The provision of cardiovascular and metabolic screening to Clients’ workforce members and/or their beneficiaries. Each such screening scheduled to be provided by Sigma to one of Client’s workforce members and/or their beneficiaries is herein referred to as an “**Encounter**”).

FEE SCHEDULE

Client shall for members of the _____ only, pay Sigma **[\$849] [\$849 to be paid for each individual participant]** for each cardiovascular and metabolic screening associated with an Encounter that is either:

- Fully rendered by Sigma;
- Initiated but not fully rendered at the request or demand of Client or the workforce member/beneficiary; or
- Not fully rendered by Sigma due to the health condition of the workforce member/beneficiary at the time of presenting for the screening.
- Not rendered by Sigma due to the Encounter being canceled by Client, or the workforce member/beneficiary, within 24 hours of the date and time the screening was scheduled by Sigma to be provided;
- Lab draw completed on individual and no show or appointment cancelled less than 24hrs prior to screening appointment.

Each of the above Encounters shall be deemed a “**Payable Encounter**” for purposes of this Agreement.

Maximum Budget not to exceed: _____

Client shall be invoiced and will prepay Sigma for the number of scheduled or reasonably anticipated cardiovascular and metabolic screenings to be provided by Sigma based on the number of Encounters. Invoicing will be sent immediately after lab draws are completed. Sigma will refund Client for any amounts prepaid by Client for any Encounter that after the completion of the Services does not qualify as a Payable Encounter, promptly upon termination of this Agreement. Final aggregate data report will be delivered within 7 days of receipt of payment and completion of program. (Note: some data may not be available when enrollment numbers are low due to participant privacy concerns)

Labs drawn at a Patient Service Center (PSC), outside of pre scheduled department lab draws will incur an additional fee of \$25 per participant to be paid by:

☐ Participant ☒ Department
Clinician appointments cancelled less than 24hrs in advance or 'no show' appointments will be charged a
rescheduling fee of \$25 payable by:

☒ Participant ☐ Department

Exceptions may be granted at the discretion of Sigma representative ie, Line of duty needs

Exhibit B**Account Set-up Form****Client General Information**

Client Legal Name:	
Address:	
Emergency Contact:	Telephone:
Email:	Tax ID#:

Billing Information

To whose individual attention should invoices be sent?	
At what address?	
Telephone:	EXT: Email:



CITY OF EDINBURG - CITY COUNCIL

Meeting Date: July 1, 2025

CONSENT AGENDA

Agenda Item No: 14.C.

Grant Application to the Apache Corporation

1. Agenda Item:

Consider Resolution Authorizing the City Manager to Submit a Grant Application to the Apache Corporation, Under the Fiscal Year 2025-2026 Tree Grant Program, and Execute Any Grant Documents Relating Thereto. [Javier Garza, Director of Parks and Recreation]

2. Description:

The Apache Corporation opened the application period for the Fiscal Year 2025-2026 Tree Grant Program in June 2025. The program is soliciting applications from municipalities and nonprofit organizations to support neighborhood beautification, wildlife habitat preservation and a range of conservation efforts such as reforestation in areas affected by natural disasters. The grant is not a monetary grant but instead provides native trees. The Parks and Recreation Department seeks to apply for approximately 600 trees to be offered as giveaways to support neighborhood beautification and conservation, and to be planted at parks throughout the community.

3. Staff's Recommendation:

Approve Resolution authorizing the City Manager to submit a grant application to the Apache Corporation, under the Fiscal Year 2025-2026 Tree Grant Program, and execute grant documents relating thereto.

Reviewed by:

Javier Garza, Director of Parks and Recreation
Jesus Saenz, Assistant City Manager

Prepared by:

Rebecca Salinas,
Administrative Assistant

Attachments:

- A. FY 2025-2026 Apache Corporation Tree Grant Resolution
- B. FY 2025-2026 Apache Corporation Tree Grant Agenda Item

RESOLUTION NO. _____

THE STATE OF TEXAS	§	RESOLUTION AUTHORIZING THE CITY MANAGER TO SUBMIT A GRANT APPLICATION TO THE APACHE CORPORATION, UNDER THE FISCAL YEAR 2025-2026 TREE GRANT PROGRAM, AND EXECUTE GRANT DOCUMENTS RELATING THERETO.
COUNTY OF HIDALGO	§	
CITY OF EDINBURG	§	

WHEREAS, the Apache Corporation is soliciting grant applications from municipalities and nonprofit organizations for the Fiscal Year 2025-2026 Tree Grant Program to positively impact and expand communities' green infrastructure; and

WHEREAS, the Edinburg City Council finds it is the best interest of the residents to submit a grant application for the Fiscal Year 2025-2026 Apache Corporation Tree Grant for trees to beautify neighborhoods and City facilities, provide habitat for wildlife and other conservation efforts; and

WHEREAS, the City agrees the comply with applicable grant requirements as required by the funding source; and

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

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

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

SECTION 2: The City Council of the City of Edinburg, Texas, authorizes the City Manager to submit the grant application to the Apache Corporation for the Fiscal Year 2025-2026 Tree Grant.

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 1st day of July, 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: July 1, 2025

FY 2025-2026 Apache Corporation Tree Grant

1. AGENDA ITEM:

Consider Resolution authorizing the City Manager to submit a grant application to the Apache Corporation, under the Fiscal Year 2025-2026 Tree Grant Program, and execute grant documents relating thereto. [Javier Garza, Director of Parks and Recreation]

2. DESCRIPTION / SCOPE:

The Apache Corporation opened the application period for the Fiscal Year 2025-2026 Tree Grant Program in June 2025. The program is soliciting applications from municipalities and nonprofit organizations to support neighborhood beautification, wildlife habitat preservation and a range of conservation efforts such as reforestation in areas affected by natural disasters. The grant is not a monetary grant but instead provides native trees. The Parks and Recreation Department seeks to apply for approximately 600 trees to be offered as giveaways to support neighborhood beautification and conservation, and to be planted at parks throughout the community.

The deadline for the grant application is Friday, July 11, 2025. The period of performance begins Oct. 1, 2025 through May 31, 2026. The award notification is anticipated by September or October 2025.

This grant is not a monetary grant but instead provides native trees. No local match is required.

The grant will allow the City to be awarded approximately 600 native trees from the Apache Corporation to plant at parks throughout the community, as well as to give away to residents. If not authorized to submit this grant application, the City will miss an opportunity to maximize grant funding and alleviate budget expenditures.

3. STAFF RECOMMENDATION:

Approve Resolution authorizing the City Manager to submit a grant application to the Apache Corporation, under the Fiscal Year 2025-2026 Tree Grant Program, and execute grant documents relating thereto.

Javier Garza
Director of Parks and Recreation

Attachments Description:

Resolution



CITY OF EDINBURG - CITY COUNCIL

Meeting Date: July 1, 2025

CONSENT AGENDA

Agenda Item No: 14.D.

Water Line Access Agreement between City and North Alamo Water
Supply Corporation

1. **Agenda Item:**

Consider Authorizing the City Manager to Enter Into a Waterline Access Agreement with North Alamo Water Supply Corporation to Provide Fire Protection Services to Owassa Place 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 to Owassa Place Subdivision, which was submitted prior to the City deciding not to enter into further water line access agreements outside City Limits. The property owner/developer will be responsible for the material and installation costs, and the City will incur maintenance costs.

Owassa Place Subdivision is within North Alamo Water Supply Corporation Water Certificate of Convenience and Necessity (CCN) and is located within the City's extraterritorial jurisdiction (ETJ).

3. **Staff's Recommendation:**

Approve Authorizing the City Manager to Enter Into a Waterline Access Agreement with North Alamo Water Supply Corporation to Provide Fire Protection Services to Owassa Place Subdivision.

Reviewed by:

Gerardo Carmona, Director of Utilities
Tomas Reyna, Assistant City Manager

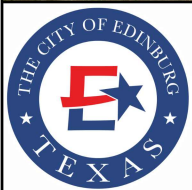
Prepared by:

Mirelda Garza Ramirez,
Administrative Specialist

Attachments:

A. Agreement - Owassa Place Subdivision

LOCATION MAP



WATERLINE ACCESS AGREEMENT MAP - OWASSA PLACE SUBDIVISION

REQUESTED BY: UTILITIES DEPT. **CREATED BY:** ENGINEERING DEPARTMENT - GIS DIVISION **DATE:** JUNE 17, 2025

MAP DISCLAIMER:
This product is for informational purposes and may not have been prepared for, or suitable for legal, engineering, or surveying purposes. Users of this information should review or consult the primary data and information sources to ascertain the usability of the information. The user of this information agrees to these terms by using the data provided. City of Edinburg and the software developers assume no legal responsibility for the information.

AGREEMENT

Richard W. Fryer,
J.D., P.E., LEED AP

FRYER & HANSEN, PLLC
Law Firm
1352 W. Pecan Blvd.
McAllen, Texas 78501

Telephone 956-686-6606
Telefax 956-686-6601
email@FryerandHansen.com

June 9, 2025

Myra L. Ayala, City Manager
City of Edinburg
415 W. University Drive
Edinburg, Texas 78541

Via Hand Delivery

**RE: Waterline Access Agreement - North Alamo Water Supply Corporation, City of Edinburg,
Valley Affordable Housing, LLC - Owassa Place Subdivision**

Dear Ms. Ayala:

I am returning the four (4) original **Waterline Access Agreements** ("**Agreement**") for the Owassa Place Subdivision with updated plat and utility layout for signature on behalf of the City of Edinburg ("**City**"). I will forward the Form 1295 signed by North Alamo Water Supply Corporation as soon as it is received. 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:
2025-1321381

Date Filed:
06/09/2025

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 - Owassa Place Subdivision

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Valley Affordable Housing, LLC	McAllen, TX United States		X

5 Check only if there is NO Interested Party. ☐

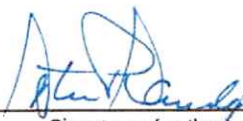
6 UNSWORN DECLARATION

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 9 day of June, 2025
(month) (year)


Signature of authorized agent of contracting business entity
(Declarant)

STATE OF TEXAS

COUNTY OF HIDALGO

§
§
§
§
§

BETWEEN:

NORTH ALAMO WATER SUPPLY
CORPORATION AND CITY OF
EDINBURG

**WATERLINE ACCESS AGREEMENT
(with City)**

WHEREAS, North Alamo Water Supply Corporation ("NAWSC") has a water distribution system which was designed for potable water distribution to rural communities; and

WHEREAS, such system was not designated specifically with the intent of providing water for fire protection purposes; and

WHEREAS, the City of Edinburg ("City") through its own forces or through the forces of those subject to a contract to provide services, may provide fire protection services to its citizens, some of which fall within the area of the Certificate of Convenience and Necessity granted to NAWSC; and

WHEREAS, City, a governmental entity of the State of Texas, may provide fire protection services to its constituents; and

WHEREAS, Section 67.0105 of the Texas Water Code authorizes water supply corporations to contract with governmental entities like the City to supply water for use in fire suppression, and further provides that the act of supplying such water by water supply corporations such as NAWSC, is an essential governmental function. It also provides that the contract for supplying such water must be to the mutual benefit to the contracting parties; and

WHEREAS, pursuant to Section 67.0105, a corporation that provides a governmental entity with a water supply or equipment to carry out the governmental function as described herein may be liable for damages resulting therefrom only to the extent that the governmental entity would be liable if the governmental entity were performing the governmental function directly; and

WHEREAS, NAWSC and City are mindful of the benefits that can be received by the citizens of the City and the members of NAWSC with the availability of water for use in controlling fires and thereby for the protection of life and property; and

WHEREAS, Valley Affordable Housing, LLC ("Owner") is constructing a subdivision on the property described in **Exhibit "A"**, Owassa Place Subdivision (the "**Subdivision**") and the City requires fire protection for the Subdivision as part of the Subdivision process.

THEREFORE, in exchange for the recitals herein made, the consideration exchanged

and the goodwill generated, NAWSC and City agree as follows:

1. This agreement pertains only to those areas in the Subdivision which also are within the boundaries of the Certificate of Convenience and Necessity granted to NAWSC in HIDALGO County, Texas and only **with respect to those areas specifically listed in Exhibit "A"**. No other parts of NAWSC lines shall be affected by this agreement unless specifically set forth in writing by the parties and adopted by official acts of their respective governing bodies.
2. City shall have access to NAWSC lines with no less than six inches (6") in diameter for the purpose of operating and maintaining a fire hydrant system in accordance with industry standards and all federal, state and local codes and as shown in **Exhibit "B" ("Fire Hydrants")**. Such Fire Hydrants to be used solely for the governmental purpose of fire-fighting filling stations. No other use of water shall be made under this agreement. City shall determine if the pressure and volume available on such lines are suitable and sufficient. NAWSC shall gratuitously furnish to City's designated engineer, such waterline modeling information as it may have to the extent such information affects the lines and hydrants shown in Exhibit "A"; such information does not constitute any representation or warranty of any condition and is subject to all limitations, disclaimers, etc. found in this agreement.
3. Except as otherwise provided in this paragraph, all City fire hydrants on NAWSC waterlines or any part of NAWSC's system, shall be used for the governmental purposes of fire-fighting filling stations and shall be painted black with a white bonnet (cap) so as to be designated that they may be available for that limited use in a fire emergency and shall be operated by City such that a positive pressure of no less than 30 p.s.i. is maintained in NAWSC's water line at the point of connection between the water line and the fire hydrant. Should City perform annual testing of each hydrants subject to this agreement so as to determine the color coding attributable to each hydrant under City's fire hydrant coding scheme, City may paint the tested hydrants the appropriate color under that color coding scheme for a period of one (1) year following the test, after which a new test must be done or the hydrant shall be painted black with a white bonnet (cap) until the appropriate test is done. Should a tested and color coded hydrant's condition change after being tested and its condition be such that a different color code is appropriate, City will immediately repaint the hydrant accordingly or should a year expire without a hydrant being re-tested, City will immediately paint it black with a white bonnet (cap) and if City fails to so test and paint City's fire hydrants, NAWSC may (but is not required to) do so at City's expense, such expense to be paid by City to NAWSC upon demand. By allowing a hydrant subject to this agreement to be painted any color other than black with a white bonnet (cap), NAWSC is not representing or warranting that the hydrant is available and suitable for use in a fire emergency.
4. The Fire Hydrants will be constructed by Owner and owned and maintained by City as set out in Exhibit "B." If concrete is used for additional stability, the hydrant weep holes should not be covered.

5. All water used from NAWSC system will be reported monthly to NAWSC by City. This report will state the estimated amount of water used, the date of use, the location of use and any problems encountered with the Fire Hydrants. Forms will be provided by City.
6. There may be an annual charge by NAWSC for water used in fire protection. Such charge will be established annually by the Board of Directors. However, in no case will water be used for any domestic use, equipment wash-downs or construction purposes or any other purpose other than the actual use in controlling fires and maintaining the Fire Hydrants.
7. Because NAWSC is a rural system that cannot patrol all locations daily, a problem may arise as to the abuse of Fire Hydrants by the taking of water for uses other than fire protection. If this becomes a problem, NAWSC reserves the right to install security devices on all hydrants at the cost of City. Sufficient special wrenches, or keys, will be provided to NAWSC by City at no cost to NAWSC. Should City fail to install the required security devices, NAWSC may install such devices as it deems appropriate at a cost to the City.
8. All Fire Hydrants maintenance, inspection and flushing will be done by City personnel, or those under contract to City, for which City will retain responsibility. A schedule will be set up by City to perform flushing no less frequently than once every six (6) months; maintenance, inspection and testing according to National Fire Protection Association 291 shall be performed by City no less frequently than every twelve (12) months. Such schedule shall be provided to NAWSC in writing no later than thirty (30) days prior to any date shown on the schedule. City will maintain the Fire Hydrants such that they may be used as a temporary water sales point and as a flush valve by NAWSC and if City fails to so maintain the Fire Hydrants, NAWSC may (but is not required to) do so at City's expense, such expense to be paid by City to NAWSC upon demand. NAWSC may use the Fire Hydrants as temporary water sales point and as flush valves in order to assure the sanitary conditions of the potable water. In order to assure the integrity of its system and to maintain the sanitary conditions of the potable water, NAWSC personnel will be present at the times of Fire Hydrants maintenance, inspection and flushing and no such activity will occur without such presence. All Fire Hydrants maintenance, inspection and flushing will be done at City's expense. NAWSC may require such maintenance, inspection, and/or flushing to be made at any time, and after notice of such is given to City, such will be conducted as soon as reasonably possible.
9. All installation and replacement of Fire Hydrants and appurtenances will be performed by those personnel approved by NAWSC and under City's authority and responsibility, but only under NAWSC's inspection for defects in construction that may affect water quality. No installation or replacement of Fire Hydrants and appurtenances may occur without the presence of NAWSC personnel. All expenses involved in the installation and replacement of Fire Hydrants and appurtenances will be borne by City, including a reasonable fee for the presence and administration of NAWSC's personnel.

10. CITY ACKNOWLEDGES AND AGREES THAT NAWSC, BY ALLOWING ACCESS TO ITS SYSTEM, ASSUMES A DUTY TO NOT INJURE A PERSON EMPLOYED BY OR OTHERWISE AUTHORIZED BY CITY TO USE, ACCESS, OR IN ANY WAY BENEFIT FROM THE FIRE HYDRANTS, THE WATER THEREIN OR ANY APPURTENANCES THERETO (THE "USER") BY WILLFUL OR WANTON CONDUCT OR BY GROSS NEGLIGENCE, AND THAT NAWSC ASSUMES NO OTHER DUTY OR STANDARD OF CARE. CITY UNDERSTANDS THAT THE STANDARD OF CARE ASSUMED UNDER THIS AGREEMENT DOES NOT REQUIRE NAWSC TO WARN THE USER OF AN UNSAFE CONDITION OR TO MAKE AN UNSAFE CONDITION SAFE SHOULD NAWSC BECOME AWARE, EITHER ACTUALLY OR CONSTRUCTIVELY, OF A CONDITION WHICH RESULTS IN AN UNREASONABLE RISK TO THE USER. FURTHER, CITY UNDERSTANDS THAT NAWSC MAY CHANGE THE CONDITION OF ITS SYSTEM IN A MANNER THAT MIGHT RENDER THE SYSTEM UNSAFE FOR A USER WITHOUT INCURRING LIABILITY FOR SUBSEQUENT INJURY TO USER BY THE NEW DANGER. CITY AGREES TO USE THE WATER AND SYSTEM AT ITS OWN RISK AND AS IT IS FOUND. NAWSC, WITHOUT ACCEPTING ANY DUTY, GRATUITOUSLY WILL ENDEAVOR TO NOTIFY CITY OF ANY CONDITION THAT MIGHT RENDER THE SYSTEM UNSAFE FOR USE BY CITY SHOULD ITS MANAGER BECOME CONSCIOUSLY AWARE OF SUCH A CONDITION. NAWSC HEREBY SPECIFICALLY DISCLAIMS ANY WARRANTY, GUARANTY, OR REPRESENTATION, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, OR CONCERNING (A) THE NATURE AND CONDITION OF THE SYSTEM INCLUDING, WITHOUT LIMITATION, THE PIPELINES, HYDRANTS, FLUSH VALVES, APPURTENANCES, WATER AND REAL PROPERTY, THE SUITABILITY THEREOF FOR ANY AND ALL ACTIVITIES AND USES WHICH CITY MAY ELECT TO CONDUCT OR THE EXISTENCE OF ANY HAZARD OR CONDITION; (B) THE NATURE AND EXTENT OF ANY RIGHT-OF-WAY, LEASE, POSSESSION, LICENSE, RESERVATION, CONDITION OR OTHERWISE; AND (C) THE COMPLIANCE OF THE SYSTEM OR ITS OPERATION WITH ANY LAWS, ORDINANCES OR REGULATIONS OF ANY GOVERNMENTAL ENTITY OR BODY. CITY ACKNOWLEDGES BY USE OF THE SYSTEM THAT IT HAS AND WILL INSPECT THE SYSTEM AND CITY WILL RELY SOLELY ON ITS OWN INVESTIGATION OF THE SYSTEM AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY OR ON BEHALF OF NAWSC. CITY FURTHER ACKNOWLEDGES THAT THE INFORMATION PROVIDED AND TO BE PROVIDED WITH RESPECT TO THE SYSTEM WAS OBTAINED WITHOUT CONSIDERATION BEING GIVEN AND NAWSC (1) HAS NOT MADE ANY INVESTIGATION OR VERIFICATION OF SUCH INFORMATION; (2) DOES NOT MAKE ANY REPRESENTATION AS TO THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION. ACCESS TO THE SYSTEM IS ALLOWED ON AN "AS IS", "WHERE IS", AND "WITH ALL FAULTS" BASIS, AND CITY EXPRESSLY ACKNOWLEDGES THAT, IN CONSIDERATION OF THIS ACCESS, NAWSC MAKES NO WARRANTY OR REPRESENTATION,

EXPRESSED OR IMPLIED, OR ARISING BY OPERATION OF LAW, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF CONDITION OR FITNESS FOR PARTICULAR PURPOSE WITH RESPECT TO THE SYSTEM OR ANY PORTION THEREOF.

CITY AGREES BY ITS USE OF THE SYSTEM, DIRECTLY OR THROUGH OTHERS, THAT NAWSC SHALL NOT BE RESPONSIBLE OR LIABLE TO THE CITY FOR ANY DEFECT, ERRORS, OMISSIONS, OR ON ACCOUNT OF ANY OTHER CONDITIONS AFFECTING THE SUBDIVISION, AS CITY MAKES USE OF THE SYSTEM "AS-IS", "WHERE-IS", AND "WITH ALL FAULTS". CITY OR ANYONE CLAIMING BY, THROUGH, OR UNDER CITY, HEREBY FULLY RELEASES NAWSC, ITS EMPLOYEES, OFFICERS, DIRECTORS, REPRESENTATIVES, ATTORNEY AND AGENTS FROM ANY COST, LOSS LIABILITY, DAMAGE, EXPENSE, DEMAND, ACTION OR CAUSE OF ACTION ARISING FROM OR RELATED TO ANY DEFECTS, ERRORS, OMISSIONS, OR OTHER CONDITIONS AFFECTING THE SYSTEM. CITY BY THEIR USE OF THE SYSTEM, FURTHER ACKNOWLEDGES AND AGREES THAT THIS RELEASE SHALL BE GIVEN FULL FORCE AND EFFECT ACCORDING TO EACH OF THE EXPRESSED TERMS AND PROVISIONS.

TO THE EXTENT APPLICABLE AND PERMITTED BY LAW, CITY, IN CONSIDERATION FOR USING THE SYSTEM AND AS A MATERIAL INDUCEMENT TO NAWSC FOR ALLOWING SUCH USE, WAIVES THE PROVISIONS OF THE TEXAS DECEPTIVE TRADE PRACTICES-CONSUMER PROTECTION ACT, AS WELL AS ALL OTHER STATUTORY PROVISIONS WHICH MIGHT CREATE A CLAIM AGAINST NAWSC AS A RESULT OF THE USE OF NAWSC'S SYSTEM. ACCORDINGLY, CITY BY AND THROUGH THE BELOW SIGNING REPRESENTATIVES WHO HAVE BEEN GIVEN THE APPROPRIATE AUTHORITY BY THEIR GOVERNING BODIES STATE:

I WAIVE MY RIGHTS UNDER THE DECEPTIVE TRADE PRACTICES CONSUMER PROTECTION ACT, SECTION 17.41 ET SEQ, BUSINESS AND COMMERCE CODE, A LAW THAT GIVES CONSUMERS SPECIAL RIGHTS AND PROTECTIONS. AFTER CONSULTATION WITH AN ATTORNEY OF MY OWN SELECTION, I VOLUNTARILY CONSENT TO THIS WAIVER.

TO THE EXTENT APPLICABLE AND PERMITTED BY LAW, CITY, BY ITS USE OF THE SYSTEM, DIRECTLY OR THROUGH OTHERS, AGREES TO INDEMNIFY, PROTECT, DEFEND, SAVE AND HOLD HARMLESS NAWSC, ITS EMPLOYEES, OFFICERS, DIRECTORS, REPRESENTATIVES, ATTORNEYS AND AGENTS FROM AND AGAINST ANY AND ALL DEBTS, DUTIES, OBLIGATIONS, LIABILITIES, SUITS, CLAIMS, DEMANDS, CAUSES OF ACTION, LOSSES, COST AND EXPENSES AND TO PAY ALL EXPERTS' AND ATTORNEYS' FEES AND EXPENSES AND COURT COSTS ASSERTED OR INCURRED BY NAWSC AT

ANY TIME AND IN ANY WAY RELATING TO, CONNECTED WITH, OR ARISING OUT OF THE CONDITION OF NAWSC'S SYSTEM AND THE USE OF THE FIRE HYDRANTS OR THE OPERATION, MAINTENANCE AND MANAGEMENT THEREOF, INCLUDING ANY CLAIMS, SUITS, OR CAUSES OF ACTION ARISING FROM ANY NEGLIGENCE, INCLUDING GROSS NEGLIGENCE OF NAWSC AND ITS AGENTS, OFFICERS AND EMPLOYEES AS THEY RELATE TO THE PROVISION OF WATER AND ACCESS TO NAWSC'S SYSTEM UNDER THIS AGREEMENT.

IT IS THE EXPRESS INTENTION OF THE PARTIES THAT THE INDEMNITY PROVIDED FOR IN THIS AGREEMENT IS TO INDEMNIFY AND PROTECT NAWSC FROM THE CONSEQUENCES OF ITS OWN NEGLIGENCE AND GROSS NEGLIGENCE, EVEN WHEN THAT NEGLIGENCE AND GROSS NEGLIGENCE IS FOUND TO BE THE SOLE CAUSE OF THE INJURY, DEATH OR DAMAGES. CITY ALSO WAIVES ALL RIGHTS TO SUBROGATION AGAINST NAWSC.

11. This Agreement is intended to provide NAWSC with all the protections and limitations from liability allowed by the laws as they exist and will exist, including, but not limited to, Texas Water Code §67.0105, and the common law and all the terms and conditions hereof shall be liberally construed to effectuate this purpose and to sustain the validity of this Agreement. The parties agree that this Agreement shall not be construed in favor of or against either party on the basis that the party did or did not author the Agreement. This Agreement constitutes the entire agreement between the parties.
12. This agreement is effective upon execution by the parties and the recordation of Exhibit "A", with the official records of Hidalgo County and continues until terminated by either party in writing, such termination to occur only after written notice by the terminating party at least two (2) months prior to the termination date. All parties may terminate in the event of a default if such default is left uncured for 30 days after giving written notice.
13. Each person, signing below, warrants and represents to the parties to this Agreement, that he has been given full authority to execute this Agreement, such that it binds the party for which he signs to fully fulfill the terms of this Agreement.
14. This Agreement is not executed for the benefit of any third party and its terms shall not be enforceable by or in favor of any person or entity other than the express parties to the Agreement.
15. NAWSC shall have the right to locate the pipe and accessories necessary to provide water for the Fire Hydrants on the Subdivision at a point to be chosen by NAWSC, and shall have access to the Subdivision and equipment constructed by Owner and/or City at all reasonable and necessary times for any purpose with or in the furtherance of its business operations, and upon discontinuance of service, NAWSC shall have the right to remove any of its equipment from the Subdivision. NAWSC may inspect its valves,

pipings, and appurtenances to the supply line as well as the Fire Hydrants on an annual basis for a reasonable fee to be set by NAWSC (initially \$200.00), which may be increased based on future costs increases to provide this service. Where applicable, and upon notice, City shall have personnel present as necessary to assist in the inspection. NAWSC shall also have access to the Subdivision for purpose of inspecting for possible illegal connections, cross-connections, potential contamination hazards, and illegal lead materials, and City agrees to annual inspections of its own facilities for these conditions.

16. City shall enforce the following restrictions to ensure the public health and welfare. The following undesirable practices are prohibited by State regulations and by this Agreement:
 - a. No direct connection between the public drinking water supply and a potential source of contamination is permitted. Potential sources of contaminations shall be isolated from the Fire Hydrants by an air gap or an appropriate backflow prevention assembly in accordance with state regulations.
 - b. No cross-connection between the Fire Hydrants and a private water system is permitted. Potential threats to the public drinking water supply shall be eliminated at the service connection by the proper installation of an air gap or an appropriate backflow prevention assembly. Backflow assemblies require annual inspections and testing by a certified backflow prevention assembly tester and documentation of the inspections reflecting proper installation, maintenance, and operation must be provided to NAWSC no later than 30 days after the inspection.
 - c. No connection which allows condensing, cooling, industrial process water, or any water of unknown quality to be returned to the Fire Hydrants or the public drinking water supply is permitted.
 - d. No pipe or pipe fitting which contains more than 8.0% lead may be used for the installation or repair of the plumbing in the Fire Hydrants.
 - e. No solder or flux which contains more than 0.2% lead may be used for the installation or repair of the plumbing in the Fire Hydrants.
17. NAWSC may notify City, as applicable, of any cross-connection or other undesirable practices which have been identified during the initial or subsequent inspection. City shall immediately correct any undesirable practice on the Subdivision. City shall, at its expense, properly install, test and maintain any backflow prevention device required by NAWSC. Copies of all testing and maintenance records shall be provided to NAWSC. Failure to comply with the terms of this Agreement shall cause NAWSC to terminate services or to install, test, and maintain an appropriate backflow prevention device at the service connection at the sole expense of City. Any expenses associated with the enforcement of this Agreement shall be paid to NAWSC upon presentation to City, as applicable.

18. City agrees that the maximum amount of liability to City that may be incurred by NAWSC by virtue of any noncompliance with the terms of this Agreement is limited to the amount of fees paid by City to NAWSC for services provided under this Agreement during the calendar year in which the noncompliance occurs.
19. Any expenses associated with the enforcement of the Agreement shall be paid to NAWSC upon presentation to City, and in compliance with the Texas Prompt Payment Act.
20. Should any amounts to be paid by any party hereto, remain unpaid after the date the payment is due, such unpaid amount shall accrue interest in compliance with the Texas Prompt Payment Act.
21. In the event any litigation arises out of this Agreement between the parties hereto, the non-prevailing party shall pay the prevailing party all reasonable and necessary attorney's fees, expert fees, expenses and costs of court expended or incurred in connection with the litigation pursuant to Section 271.153 of the Texas Local Government Code or similar authority effective at the time of the execution of this Agreement.
22. If any part, term, or provision of this Agreement is held by the courts to be illegal, invalid, or otherwise unenforceable, such illegality, invalidity, or enforceability shall not affect the validity of any other part, term, or provision, and the rights of the parties will be construed as if the part, term, or provision was never part of this Agreement.
23. The Agreement may be supplemented, amended, or modified only by the mutual agreement of the parties. No supplement, amendment, or modification of this Agreement shall be binding unless it is in writing and signed by all parties.

By signing and delivering this Agreement to the appropriate official of NAWSC, the City authorizes completion of this Agreement by filling in the Effective Date below.

IN WITNESS WHEREOF, EXECUTED by NAWSC and City, acting under the authority of their respective governing bodies in multiple originals effective as of the _____ day of _____, 20_____.

ATTEST:

THE CITY OF EDINBURG
415 W. University Dr.
Edinburg, Texas 78541

By: _____,
Clarice Balderas, City Secretary

By: _____,
Myra L. Ayala, City Manager

APPROVED AS TO FORM:

By: _____,
Josephine Ramirez Solis, City Attorney

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Myra L. Ayala, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she is the City Manager of City of Edinburg, that she executed the same as the act of City of Edinburg for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the _____ day of _____
_____ 20_____.

Notary Public in and for the State of Texas

NORTH ALAMO WATER SUPPLY
CORPORATION
420 S. Doolittle Road
Edinburg, Texas 78542
956-383-1618 (phone)
956-383-1372 (fax)

By: _____
Steven P. Sanchez, General Manager

APPROVED AS TO FORM:

By: _____
Richard W. Fryer,
Attorney for North Alamo
Water Supply Corporation

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Steven P. Sanchez, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he is General Manager of North Alamo Water Supply Corporation, that he executed the same as the act of North Alamo Water Supply Corporation for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the _____ day of _____
_____, 20_____.

Notary Public in and for the State of Texas

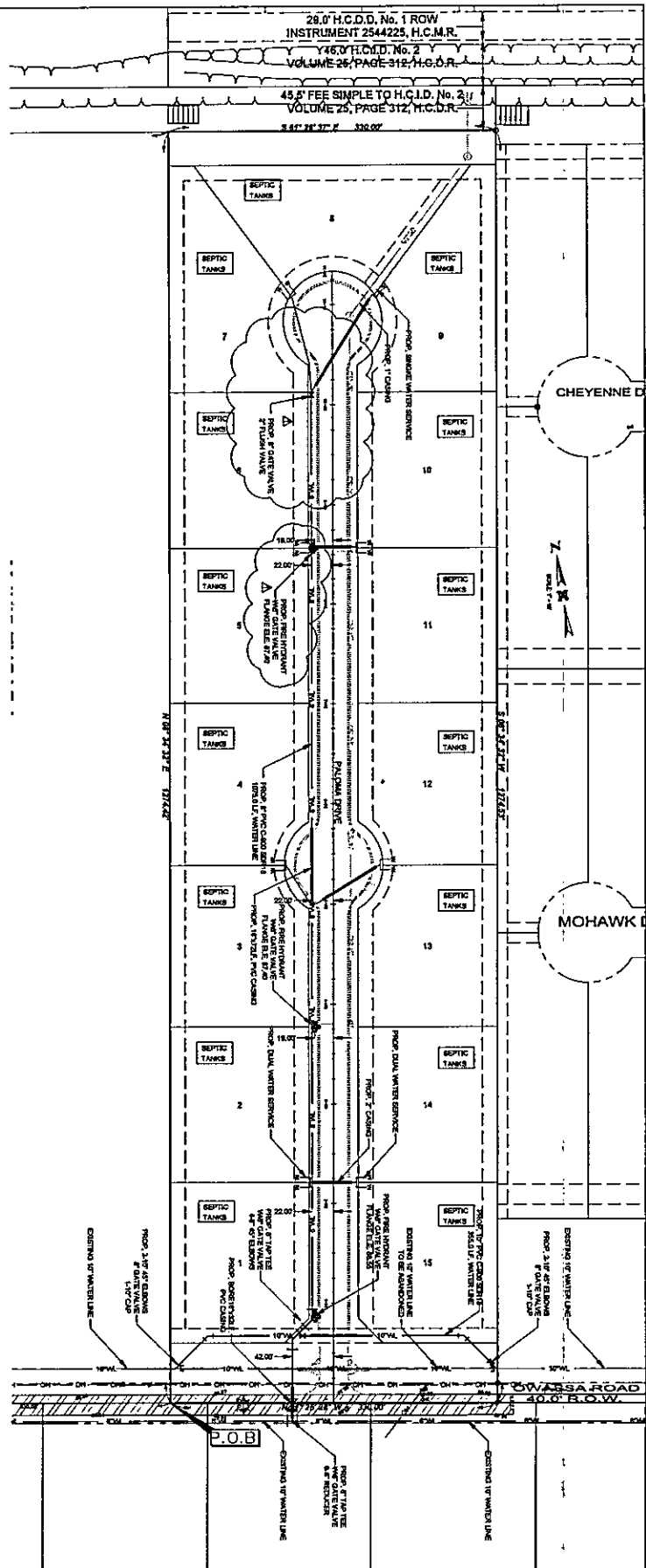
EXHIBIT "A"

A 9.655 Acre Tract of Land out of Lot 15, Block 54, ALAMO LAND AND SUGAR COMPANY'S SUBDIVISION, as per the Map or Plat thereof recorded in Volume 1, Page 24, Map Records of Hidalgo County, Texas.

EXHIBIT "B"

Fire Hydrant Installation

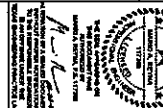
Each fire hydrant run-out shall be equipped with a 6" flanged mechanical joint resilient seated gate valve. This valve may be located adjacent to the mainline or between the mainline and the hydrant. Each fitting (Branch Tee, Gate Valve & Hydrant) shall be separately supported by a concrete thrust block including anchor rods. Care must be taken that the hydrant drain be kept clear when pouring concrete. Mainline Tees shall have mechanical joint, flanged fittings. Mega lugs shall also be used at all mechanical joint fittings.



- LEGEND (PROPOSED) PER 2024 AS PER 19 LANS**
- WATER MAIN
 - FIRE PROTECTIVE WATER LINE
 - PROPOSED SANITARY SERVICES WITH 2\"/>

WATER LAYOUT

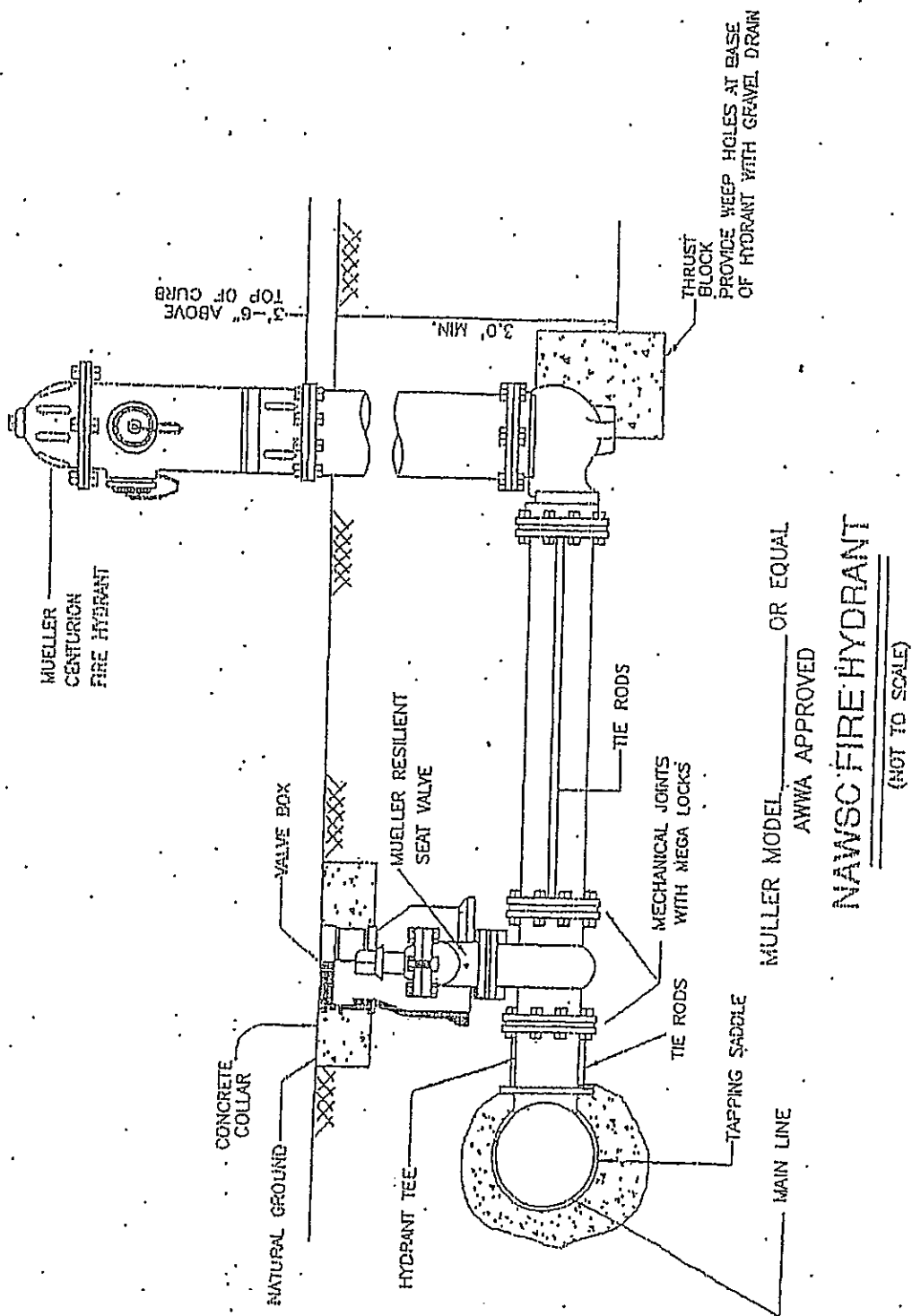
OWASSA PLACE
EDINBURG, TEXAS



Proj. Tech. Group
PROJECT SHEET NO. 12345
1. RELEASE DATE:
2. RELEASE DATE:
3. RELEASE DATE:
SCALE: 1" = 50'

FLUSH VALVE & HYDRANT MOVED
8-16-24
GRO
23110.01

MELDEN & HUNT, INC.
118 W. SHIRLEY - EDINBURG, TX 77617
P.O. BOX 1001 - EDINBURG, TX 77618
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MULLER MODEL _____ OR EQUAL
 AWWA APPROVED

NAWSC FIRE HYDRANT

(NOT TO SCALE)



CITY OF EDINBURG - CITY COUNCIL

Meeting Date: July 1, 2025

CONSENT AGENDA

Agenda Item No: 14.E.

SAKS Industrial Subdivision Water Buyout

1. Agenda Item:

Consider Authorizing the City Manager to Enter Into a Counter-Part Agreement with North Alamo Water Supply Corporation (NAWSC) and a Two-Party Contract with Another Closet Self Storage E Sak Edinburg LTD to Provide Water Service to SAKS Industrial Subdivision and Execute Any Documents Related Thereto. [Gerardo Carmona Jr., P.E., Director of Utilities]

2. Description:

Another Closet Self Storage E Sak Edinburg, LTD (developer), is requesting that the City and NAWSC execute a counter-part agreement that will allow the City of Edinburg to become the water service provider for SAKS Industrial Subdivision (located approximately on the northwest center of US 281 and Wisconsin Road), which is a one lot subdivision, and that City and NAWSC will thereafter apply to the PUC within a one-year period from execution of the agreement to amend their respective service area. In addition, the city is requesting the developer to execute a two-party agreement with the city, which requires the developer to pay for all the fees associated with the buyout and transfer of service area.

The timeline for the buyout and Public Utility Commission (PUC) application could take between one and two years from the subdivision date of the initial application.

There will be no fiscal impact on the city as the developer will pay all fees associated with the buyout.

3. Staff's Recommendation:

Approve Authorizing the City Manager to Enter Into a Counter-Part Agreement with North Alamo Water Supply Corporation (NAWSC) and a Two-Party Contract with Another Closet Self Storage E Sak Edinburg LTD to Provide Water Service to SAKS Industrial Subdivision and Execute any Other Documents Related Thereto. [Gerardo Carmona Jr., P.E., Director of Utilities]

Reviewed by:

Gerardo Carmona, Director of Utilities

Tomas Reyna, Assistant City Manager

Prepared by:

Vanessa Velasquez,

Administrative Assistant

Attachments:

A. Agreement - SAKS Industrial Subdivision

**COUNTER-PART AGREEMENT FOR
BUYOUT AND TRANSFER OF SERVICE AREA**

STATE OF TEXAS

**BETWEEN: NORTH ALAMO WATER
SUPPLY CORPORATION**

AND

COUNTY OF HIDALGO

CITY OF EDINBURG

**RE: Another Closet Self Storage E Sak
Edinburg LTD**

1. The Master Agreement for Transfer of Service Area (“***Master Agreement***”) by and between the City of Edinburg, 415 W. University Drive, P.O. Box 1079, Edinburg, Hidalgo County, Texas 78540 (“***CITY***”) and North Alamo Water Supply Corporation, 420 S. Doolittle Road, Edinburg, Hidalgo County, Texas 78542 (“***NAWSC***”), a non-profit corporation of the State of Texas, dated February 16, 2021, along with this Counter-Part Agreement for Buyout and Transfer of Service Area (“***Counter-Part Agreement***”) made this ____ day of _____, 20 __, form the entire agreement with respect to the Area set forth below. The defined terms within the Master Agreement constitute defined terms herein.

NAWSC Transfer Area: **SAKS INDUSTRIAL SUBDIVISION**, being a **4.71** acre tract, as depicted on map and/or metes and bounds description attached hereto as **Exhibit “1.”**

Purchase Price: **Twenty-Two Thousand Seven Hundred Ninety-Six Dollars and Sixty-Four Cents (\$ 22,796.64).**

Additional Provisions: **None**

2. The purchase price has been paid to NAWSC and NAWSC acknowledges receipt of the purchase price, subject to satisfaction of the conditions set forth in the Master Agreement, par. 2, sec. II.

3. This Counter-Part Agreement has been approved by the appropriate bodies of NAWSC and CITY as evidenced by appropriate minutes of the governing bodies, copies of which are attached hereto as **Exhibits “2”** and **“3”**, respectively, and are executed by the appropriate officers of same.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, THE PARTIES HERETO have executed this Counter-Part Agreement for Buyout and Transfer as of the date above stated.

NORTH ALAMO WATER SUPPLY CORPORATION
420 S. DOOLITTLE ROAD
EDINBURG, Texas 78542

By: _____
Steven P. Sanchez, General Manager

Approved:

By: _____
Richard Ward Fryer, Attorney for
North Alamo Water Supply Corporation

CORPORATE ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

I hereby certify that on this day before me, an officer duly authorized in the State of Texas and in the County of Hidalgo to take acknowledgments, personally appeared **Steven P. Sanchez**, known to me to be the person described in and who executed the foregoing instrument as **General Manager of North Water Supply Corporation**, the corporation therein, and acknowledged that he executed the same as such an officer, in the name and for on behalf of the said corporation.

IN WITNESS WHEREOF I hereunto set my hand and affixed my official seal this _____ day of _____, 202____.

Notary Public and for the State of Texas

ATTEST:

CITY OF EDINBURG, TEXAS

415 W. University Drive

P. O. Box 1079

Edinburg, Texas 78540

By: _____
Clarice Y Balderas, City Secretary

By: _____
Myra L. Ayala, City Manager

APPROVED AS TO FORM:
City Attorney's Office

BY: _____
Josephine Ramirez-Solis
City Attorney

ACKNOWLEDGMENT

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, City Manager, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he is the City Manager of the City of Edinburg, that he executed the same as the act of the City of Edinburg for the purposes and consideration therein expressed and in the capacity therein stated.

IN WITNESS WHEREOF I hereunto set my hand and affixed my official seal this _____ day of _____, 202__.

Notary Public and for the State of Texas

EXHIBIT “1”
(NAWSC Transfer Area Map/Description)

13.255 Application to Amend City of Edinburg (CCN No. 12106) and North Alamo W.S.C. (CCN No. 10553) in Hidalgo County



Detailed Map Showing SAKS INDUSTRIAL SUBDIVISION



Legend



Requested Area to Transfer

13.255 Application to Amend City of Edinburg (CCN No. 12106) and North Alamo W.S.C. (CCN No. 10553) in Hidalgo County



Detailed Map Showing SAKS INDUSTRIAL SUBDIVISION



Legend



Requested Area to Transfer

EXHIBIT “2”

**(NAWSC Minutes and/or Resolution
Approving Counter-Part Agreement for
Buyout and Transfer of Service Area)**

MINUTES
NORTH ALAMO WATER SUPPLY CORPORATION
February 18, 2025

Present

Steve D. Krenek
Samuel Ruiz
Derrick Swanberg
Anna Flores
Martin Drewry
Michael England
Thomas Jendrusch
Manuel Garcia

Staff

Steven P. Sanchez
Robert Rodriguez
Irma Tamez
Robyn Rodriguez
Janie Sandoval
Agustin Gomez
Susan Headley

Other

Richard Fryer – Corp. Attorney
Julian Silva – Visitor
Mike Hernandez – Melden & Hunt Eng.
Kevin Spencer RW Harden & Assoc. Inc.
Liz Perry – RW Harden * & Assoc. Inc
Jason A. Zamora – Private Health Mgmt.

1. **Agenda Item #1.** The meeting was called to order by President Steve D. Krenek at 1:00 p.m.
2. **Agenda Item #2.** Mr. England moved for the approval of the minutes for January 21, 2025. Mr. Jendrusch seconded and the motion carried with all in favor.
3. **Agenda Item #3.** Public comments – None
4. **Agenda Item #5.** Jason Zomora of Live Oaks Investors made presentation, offering to educate employees, how to invest their 401k funds in various investment options.
5. **Agenda Item #4.** Mr. Jendrusch moved for the approval of amending North Alamo's Tariff under Section E, 21 Meter Tampering and Diversion. Mr. England seconded and the motion carried with all in favor.
6. **Agenda Item #6.** Mr. Jendrusch moved for the approval of hiring contractor Oats Oilfield to clear the brush at Owassa reservoir location. Mr. Drewry seconded and motion carried with all in favor.
7. **Agenda Item #7.** A presentation on the RO CIP was made by Hydrogeologist R.W. Harden
 - A. Doolittle R.O.
 - B. Owassa R.O.

Agenda Item #9 F. La Feria Well
8. **Agenda Item #11.** Mr. Ruiz moved for the approval of drilling a second well at North Alamo's eight acres on Rabb Road. Mr. Swanberg seconded and the motion carried with all in favor.
9. **Agenda Item #8.** Mr. Jendrusch moved for the approval of payment for all related invoices for the above-mentioned project on Item #07 for the month of February.
 - A. R.W. Harden and Associates, Inc.Mr. Drewry seconded and motion carried with all in favor.
10. **Agenda Item #9.** An update was made by Mike Hernandez of Melden & Hunt on the following projects:
 - A. Donna Regional Wastewater Treatment Plant Phase 2
 - B. Construction Phase of the Weslaco Area Wastewater Project

North Alamo WSC Board of Directors Meeting – February 18, 2025

- C. Mile 6 West Road Right of Way Project
- D. Water Tower South of Donna
- E. CIP Phase II
- G. Nolana Loop CSJ 0921-02-361 Project

11. **Agenda Item # 10.** Mr. England moved for the approval of payment for all invoices for the above-mentioned projects on Item #09 for the month of February. Mr. Garcia seconded and motion carried with all in favor.
12. **Agenda Item #12.** Mr. Swanberg moved for approval of a buyout area of 4.71-acre tract of land all out of Lot 17, Kelly Pharr Subdivision, recorded in Volume 3 Pages 133-134 Map Records of Hidalgo County, Texas; located on the northwest corner of US 281 and Wisconsin Rd. to the city of Edinburg. *See Item 18.E. Mr. Garcia seconded and motion carried with all in favor.
13. **Agenda Item #13.** Mr. Swanberg moved for the approval of resolution declaring unopposed candidates of NAWSC elected pursuant to Texas Water Code Section 67.0052(b) and 67.0055. Mr. Jendrusch seconded and motion carried with all in favor.
14. **Agenda Item #14.** Mr. Swanberg moved for the approval of Financial Statement for January, 2025, as presented by Janie Sandoval. Mr. Ruiz seconded and motion carried with all in favor.
 - A. Report on funding from RD on plant #7 expansion.
 - B. Ratification of decision to present a compilation report, as opposed to an audit report, at the Annual Membership Meeting; as allowed by the Bylaws.
15. **Agenda Item #15.** Water Operations Report, Robert Rodriguez
 - A. Report on TCEQ Compliance Investigation at Owassa RO Plant
16. **Agenda Item #16.** Wastewater Operations Report, Agustin Gomez
 - A. Wastewater Operations Report
 - (1) Report on Wastewater Treatment Plants and Collection Systems for January, 2025
17. **Agenda Item #17.** General Manager's Report
 - A. Report on TRWA Conference in March (03/23-28/2025)
 - (1) Mr. Ruiz moved for the approval of appointing Thomas Jendrusch as delegate and Derrick Swanberg as alternate for the TRWA Convention (March 26-28/2025)
 - (2) TRWA is holding an area meeting at Harlingen Waterworks Systems today, 02/18/2025
 - B. Report on discussions with irrigation districts on subchapter "O"
 - C. Report and Discussion of Creating a Ground Water Conservation District
 - D. Mr. Swanberg moved for the approval of authorizing a construction budget of \$25,000.00 to expand the financial department. Mr. Ruiz seconded and motion the carried with all in favor.

March Board meeting 03/18/2025
18. **Agenda Item #18.** Mr. Ruiz moved to approval the following subdivisions:
 - A. Angelicas Dream Subdivision, 17 lots, (4-Plex), on 5 acres, located south of Mile 10 N Rd. east of Mile 4.5 W Rd., developer – Jose A Flores (City Sewer Service – Weslaco)
 - B. De Leon Ranch Subdivision, 2 lots, (1existing), on 3.03 acres, located east of Mile 4.5 W Rd. south of Mile 12 N Rd, developer – Florentino and Isaura De Leon (Septic Tanks)

North Alamo WSC Board of Directors Meeting – February 18, 2025

- C. Gerardo Subdivision, 1 Commercial lot on 0.776 acres, located on the northeast corner of Wisconsin and Raul Longoria Roads, developer – Gerardo Castoreno Salazar; (NAWSC WW)
- D. La Reserva Subdivision Phase III, 125 lots on 91.81 acres, located on the northwest corner of FM 2812 and Sharp Rd., developer – La Reserva III, LTD (Septic Tanks)
- E. *SAKS Industrial Subdivision, 1 lot on 4.68 acres, located on the northwest corner of US 281 and Wisconsin Rd., developer – Another closet Self Storage E Sak Edinburg, LTD (City Sewer Service – Edinburg) *request for Buyout, See Item #12
- F. San Jacinto Estates No. 12 Subdivision, 345 lots on 124.16 acres located on the northwest corner of Mile 9 N Rd. and Mile 2 W Rd., developer – San Jacinto Enterprises, LLC (City Sewer Service – Weslaco)
- G. *San Jacinto Estates No. 16 Subdivision, 307 lots on 81.73 acres, located north of Mile 8 N Rd. and west and east of Mile 2 W Rd., developer – Joe Daniel and Jacinto Garza (City Sewer Service – Mercedes) *Was originally approved 10/15/2024 with 319 lots, needs to be amended to 307 lots, same acreage, location and developer
- H. Serenity Oaks Subdivision, 24 lots on 16.249 acres, located north of Owassa Rd. and the west corner of Cesar Chavez Rd., developer – Carranza Development, LLC (Septic Tanks)
- I. *White Hill Acres Subdivision, 95 lots (includes 4 Commercial) on 40 acres, located on the northeast corner of FM 493 and Mille 11.5 N Rd., developer – Evergreen Land & Properties, LLC (NAWSC Wastewater) *originally approved on 05/16/2024 with 78 lots, was amended on 01/21/2025 to 94 lots, now needs to be amended to 95 lots, no changes to location, acres or developer.

These subdivisions are subject to the Corporation's rules and regulations. Mr. Drewry seconded and motion carried with all in favor.

19. **Agenda Item #19.** Mr. Drewry moved for the approval of accepting finished subdivisions for January, 2025.

Subdivision Name

Date Finished

A. The Agaves at 493 Subdivision

12/20/24

Mr. Ruiz seconded and the motion carried with all in favor.

20. **Agenda Item #20.** Mr. Jendrusch moved for the approval of Membership Applications, Installations, Membership Transfer, and Membership Cancellations. Mr. Ruiz seconded and motion carried with all in favor.

21. **Agenda Item #21.** The board will enter into executive session to discuss the following items:
no items

22. **Agenda Item #22.** No items to discuss in executive session Agenda Item 21.

23. **Agenda Item #23.** Mr. Drewry moved to adjourn the meeting at 3:10 p.m. Ms. Flores seconded and motion carried with all in favor.

Irma Tamez, Recording


Derrick Swanberg – Secretary


Steve D. Krenak – President

Doc-3560541

Hidalgo County
Arturo Guajardo Jr.
County Clerk
Edinburg, Texas 78540

Document No: 3560541

Billable Pages: 4

Recorded On: July 01, 2024 01:35 PM

Number of Pages: 5

GENERAL W/D

*****Examined and Charged as Follows*****

Total Recording: \$ 47.00

*****THIS PAGE IS PART OF THE DOCUMENT*****

Any provision herein which restricts the Sale, Rental, or use of the described REAL PROPERTY
because of color or race is invalid and unenforceable under federal law.

File Information:

Document No: 3560541
Receipt No: 20240701000247
Recorded On: July 01, 2024 01:35 PM
Deputy Clerk: Maria Perez
Station: CH-1-CC-K01

Record and Return To:

Simplifile
5072 North 300 West

PROVO UT 84604



STATE OF TEXAS
COUNTY OF HIDALGO

I hereby certify that this Instrument was FILED in the File Number sequence on the date/time
printed hereon, and was duly RECORDED in the Official Records of Hidalgo County, Texas.

Arturo Guajardo Jr.
County Clerk
Hidalgo County, Texas

Independence Title Company
GF# 2423055-NBF

GENERAL WARRANTY DEED

NOTICE OF CONFIDENTIALITY RIGHTS

IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

Date: June 28, 2024

Grantor: Enriquez Consulting LLC, a Texas limited liability company

Grantor's Mailing Address: 3107 S. Sugar Rd, Edinburg TX 78539

Grantee: Another Closet Self Storage E Sak Edinburg, LTD., a Texas limited partnership

Grantee's Mailing Address: DLS International, 2021 Industrial Dr., McAllen TX 78504

Consideration: Cash and other good and valuable consideration.

Property (including any improvements):

The Property is located in Hidalgo County, Texas, and is more particularly described in Exhibit A attached to this document and incorporated by reference.

Reservations from Conveyance: None

Exceptions to Conveyance and Warranty:

Liens described as part of the Consideration and any other liens described in this deed as being either assumed or subject to which title is taken; validly existing easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded and validly existing restrictions, reservations, covenants, conditions, oil and gas leases, mineral interests outstanding in persons other than Grantor, and other instruments, other than conveyances of the surface fee estate, that affect the Property; validly existing rights of adjoining owners in any walls and fences situated on a common boundary; any discrepancies, conflicts, or shortages in area or boundary lines; any encroachments or overlapping of improvements; all rights, obligations, and other matters arising from and existing by reason of any water, utility, road, or improvement districts which affect the Property; standby fees, taxes, and assessments by any taxing authority for the current

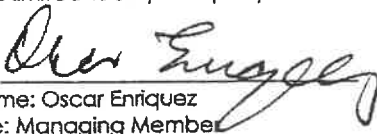
year, which Grantee assumes and agrees to pay, and subsequent assessments for that and prior years due to change in land usage, ownership, or both, the payment of which Grantee also assumes.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor warrants that Grantor owns and has legal and equitable title to all of the Property in fee simple, has the right to convey the Property, and binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

When the context requires, singular nouns and pronouns include the plural.

NOTICE: This instrument was prepared by HMB Law at the request of Independence Title or the parties using information provided by the title company and the parties. Unless we have been provided with a copy of any contracts related to this transaction or been informed of any reservations required by the Grantor, the reservations will not be included in this warranty deed and by accepting this deed, all parties release HMB Law from any liability resulting from the failure to include undisclosed reservations. We have not investigated or verified information provided to us and do not warrant the validity of the information or quality of title to the real estate described above. **We do not represent the parties named in this instrument. The parties should seek independent legal counsel for advice concerning the effect and consequences of this instrument.**

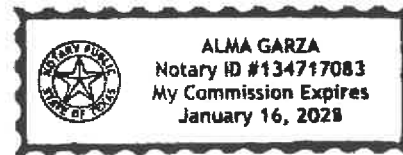
Enriquez Consulting LLC,
a Texas limited liability company

By: 
Name: Oscar Enriquez
Title: Managing Member

State of Texas
County of Hidalgo

This document was acknowledged before me on June 28, 2024 by Oscar Enriquez, Managing Member of Enriquez Consulting LLC, on behalf of the Texas limited liability company.

Alma Garza
Notary Public, State of Texas



Prepared by HMB Law
File No. 2423055-Fw

After Recording Return To:
Independence Title Co.
417 W. San Antonio St., Ste. 100
New Braunfels, TX 78130

Escrow File No.: 2423055-NBF

EXHIBIT "A"

A 4.72 (DEED 4.61) ACRE TRACT OF LAND OUT OF LOT 17, KELLY-PHARR SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP RECORDED IN VOLUME 3, PAGES 133-134, DEED RECORDS IN THE OFFICE OF THE COUNTY CLERK OF HIDALGO COUNTY, TEXAS SAID 4.72 ACRE TRACT BEING THE CALLED 4.61 ACRE TRACT DESCRIBED IN VOLUME 2766 PAGE 617 OFFICIAL RECORDS AND IS ALSO BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 17, KELLY-PHARR SUBDIVISION BEING WITHIN WISCONSIN RD., FOR THE SOUTHWEST CORNER OF THIS TRACT OF LAND AND THE POINT OF BEGINNING;

THENCE N 08°25'00" E, WITH THE WEST LINE OF SAID LOT 17, AT 20.00' PASS A ½" ROD FOUND AT THE NORTH RIGHT OF WAY LINE OF SAID WISCONSIN RD., AT 660.00' IN ALL TO A ½" ROD FOUND AT THE SOUTHWEST CORNER OF THE B. LAND TRACT (VOL. 1623 PG 362 D.R.) FOR THE NORTHWEST CORNER OF THIS TRACT OF LAND;

THENCE S 81°35'00" E, WITH THE SOUTH LINE OF SAID B. LAND TRACT, A DISTANCE OF 504.26' (DEED 496.31') TO A ½" ROD FOUND AT THE WEST RIGHT OF WAY LINE U.S. HWY 281 FOR THE SOUTHEAST CORNER OF THE SAID B. LAND TRACT AND THE NORTHEAST CORNER OF THIS TRACT OF LAND;

THENCE S 37°02'30" W, WITH THE WEST RIGHT OF WAY LINE OF SAID U.S. HWY 281 (VOL. 1469 PG 641 D.R. AND VOL. 1334 PG 825 D.R.), A DISTANCE OF 629.10; TO A ½" ROD FOUND FOR A CORNER OF THIS TRACT OF LAND;

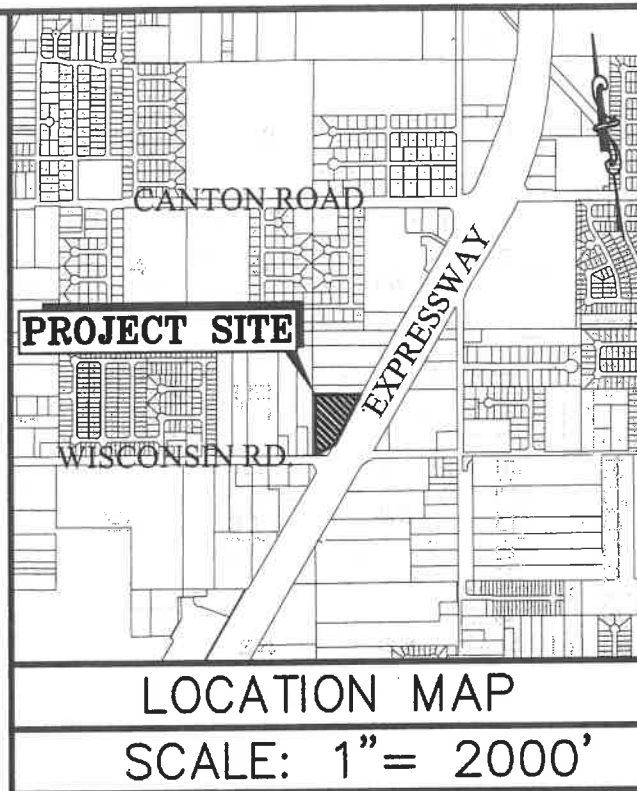
THENCE S 72°16'24" W (DEED S 71°13'45" W), WITH A RIGHT OF WAY CORNER CLIP, A DISTANCE OF 199.24' (DEED 192.14') TO A ½" ROD FOUND FOR A CORNER OF THIS TRACT OF LAND;

THENCE S 08°25'00" W, A DISTANCE OF 20.00' TO THE SOUTH LINE OF SAID LOT 17, FOR A CORNER OF THIS TRACT OF LAND;

THENCE N 81°35'00" W, WITH THE SOUTH LINE OF SAID LOT 17, AND BEING WITHIN WISCONSIN RD., A DISTANCE OF 24.00' TO THE POINT OF BEGINNING, CONTAINING 4.72 ACRES OF LAND, MORE OR LESS.

SUBDIVISION CHECK LIST

Subdivision Name	SAKS INDUSTRIAL SUBDIVISION			
No. of Lots / Gross & Net Acres	1 LOT 4.68 ACRES			
Location	NWC OF US 281 AMD WISCONSIN RD.			
Developer's Name	ANOTHER CLOSET SELFS STORAGE E SAK EDINBURG LTD		Ph #	
Engineering Firm	RIO DELTA ENGINEERING		Ph #	
Contractor			Ph #	
ITEMS		AMOUNTS		
BUYOUT REQUEST	6/10/2025	\$22,796.64	Rec #	2025-03
Subdivision Narrative Letter				
Warranty Deed				
Subdivision Review Fee			Rec #	
Board of Director's Approved	2/18/2025			
Hydraulic Analysis Study				
Letter of Conditions Issued & Rec.				
Contract offsite easements			Rec #	
Black Hydrant Legal Deposit			Rec #	
Fire Hydrant Liab. Ins. Reims.			Rec #	
County / City Notice To Proceed				
Submittal of Material List for Project				
Preconstruction Meeting				
County/State/Gas/Elec. Bore Permits			Rec #	
NAWSC Separate M.P.O. Easement				
Irrigation District Exclusion Letter			Irri.	
Administrative Filing Sub			Rec #	
Installation Deposits-Curr YR			Rec #	
New/Forfeited Membership			Rec #	
Water Supply Fee			Rec #	
Engineer Cost of Wtr Improv.				
Pipe line Pressure Test				
Bac-it Sample Approved				
Service connections Pad Lock				
Sewer Provider	CITY OF EDINBURG SEWER SERVICE			
W.W. Letter of Conditions				
W.W. Subdivision Fee				
W.W. Administrative Fee				
W.W. Capacity Replacement Fee				
Engineer Cost of W.W Improvements				
U.S.B on State Plain format				
Subdivision As-Builts				
Final Inspector's Wtr Certification		DATE		
Final bills paid Affidavit & Warranty 1 Yr.				
Water Service Agreement Signed				
Thirty Year Letter				
Date Plat Recorded				
Recorded Plat Received				



GENERAL PLAT NOTES

ONE STATEMENT:

ONE DESIGNATION: THE SUBDIVISION IS IN ZONE "X" (SHADED), AREAS OF 500-YEAR FLOOD; F 100-YEAR FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 100-YEAR FLOOD. AS IED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY AND IDENTIFIED ON COMMUNITY D. 480338 0020 E, REVISED JUNE 8, 2000.

S:

25.00	FEET	OR EASEMENT WHICHEVER IS GREATER
10.00	FEET	OR EASEMENT WHICHEVER IS GREATER
6.00	FEET	OR EASEMENT WHICHEVER IS GREATER

FINISH FLOOR ELEVATION TO BE 6 INCHES ABOVE BFE OR 18 INCHES ABOVE TOP OF CURB AT RD CENTER OF LOT.

MARKS (B.M.):

IRON ROD SET LOCATED AT THE SOUTHWEST CORNER OF THE SUBDIVISION, LOCATED AT THE RIGHT OF WAY OF E WISCONSIN ROAD. ELEV.=100.63 (N.A.V.D. 88)
N: 16622732.34 EASTING: 1095834.2310 (TEXAS STATE PLANE COORDINATES, N.A.D. 83)

IN ACCORDANCE WITH THE CITY OF EDINBURG DRAINAGE POLICY, HIDALGO COUNTY DRAINAGE DISTRICT No. 1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO DETAIN A MINIMUM OF 10,287 CUBIC-FEET OR 0.238 ACRE-FEET OF STORM WATER RUNOFF. DRAINAGE ANALYSIS WILL BE REQUIRED DURING BUILDING PERMIT STAGE.

CORNERS ARE SET 1/2 INCH IRON RODS WITH CAP.

A 6-FOOT SIDEWALK ALONG N. EXPRESSWAY 281 AND CHAMFER A 5-FOOT SIDEWALK NORTH OF WISCONSIN RD.

EASEMENTS SHOWN ARE DEDICATED BY THIS PLAT, UNLESS STATED OTHERWISE. NO OTHER STRUCTURES SHALL BE PERMITTED TO BE BUILT OVER THE EASEMENT.

ADDITIONAL FIRE HYDRANTS MIGHT BE REQUIRED AT BUILDING PERMIT STAGE.

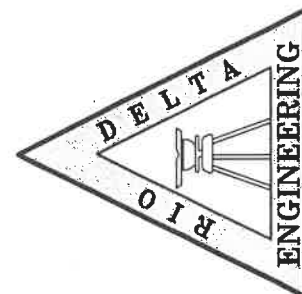
THE DEVELOPER SHALL BE RESPONSIBLE FOR DETAINING AND ACCOMMODATING MORE THAN THE VOLUME SHOWN ON THIS PLAT IF IT IS DETERMINED, AT THE PERMIT STAGE, THAT THE DRAINAGE REQUIREMENTS ARE GREATER THAN THE STATED ON THIS PLAT, DUE TO IMPERVIOUS SURFACES OR ANYTHING GREATER THAN THE PLAT ENGINEER CONSIDERED IN THE HYDRAULIC CALCULATIONS

RIO DELTA ENGINEERING

FIRM REGISTRATION No. F-7628

SURVEY FIRM No. 10194027

921 S. 10TH AVENUE EDINBURG, TEXAS 78539
(TEL) 956-380-5152 (FAX) 956-380-5083



THIS DOCUMENT IS
RELEASED FOR THE
PURPOSE OF INTERIM
REVIEW UNDER THE
AUTHORITY OF
IVAN GARCIA,
P.E. 115662 ON
JANUARY 6, 2025

North Alamo Water Supply Corp.
420 S. Doolittle Road
Edinburg, Texas 78542

Sales Receipt

Date	Sale No.
06/10/25	2025-03

Sold To
Another Closet Self Storage E Sak Edinburg

Check No.	Payment Method	Rep
1042	Check	RD

Description	Qty	Rate	Amount
Deferred Revenue		22,796.64	22,796.64

SECURITY FEATURES INCLUDE TRUE WATERMARK PAPER, HEAT SENSITIVE ICON AND FOIL HOLOGRAM.

Another Closet Self Storage E Sak Edinburg
2021 Industrial Drive
McAllen, TX 78504

Texas Regional Bank
68-1733/1149

1042

6/5/2025

PAY TO THE
ORDER OF NAWSC

\$22,796.64

Twenty-Two Thousand Seven Hundred Ninety-Six and 64/100 ***** DOLLARS

MEMO Saks Industrial Subd.
NAWSC Buyout



AUTHORIZED SIGNATURE

001042 114917335 1714567



Saks Industrial Subdivision Buyout	Total	22,796.64
------------------------------------	-------	-----------

THE CITY OF Edinburg

February 18, 2025

Edwin Pena
Rio Delta Engineering
921 South 10th Avenue
Edinburg, Texas 78539

RE: Water CCN Buyout for the Sacks Industrial Subdivision

Mr. Pena:

In response to the Water CCN Buyout Request, please be advised that the City of Edinburg is willing to provide potable water service to the proposed subdivision. Once the buyout has been completed and an Interlocal Agreement between the City and NAWSC is executed, the city can provide the water service.

Services will be available when the owner of the property has extended the water services into their property and has met the requirements as set out in the City's 2021 Standards Manual.

If you have any questions or require additional information, please call me at (956) 388-8212.

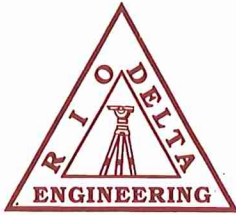
Sincerely,


Gerardo Carmona Jr., P.E.

for Director of Utilities

c: Tom Reyna – Assistant City Manager
Arturo Martinez – Director of Water Resources





RIO DELTA ENGINEERING
CIVIL ENGINEERING • PROJECT MANAGEMENT • LAND DEVELOPMENT
TEXAS REGISTERED ENGINEERING FIRM F-7628
TEXAS LICENSED SURVEYING FIRM #10194027

February 4, 2025

Mr. Steven P. Sanchez
General Manager
North Alamo Water Supply Corporation
420 S Doolittle Road
Edinburg, TX 78542

Re: Saks Industrial Subdivision – Water CCN Buyout

Dear Mr. Sanchez,

On behalf of Deborah Sakulenzki, property owners of the subdivision to be named “Saks Industrial Subdivision”, we would like to request consideration from NAWSC to allow us to buyout the 4.71 acres of the proposed subdivision and release to the City of Edinburg for water service.

Saks Industrial Subdivision is a proposed 4.71 acres development with 1 proposed lot that will be used as an industrial development. This subdivision is located at the northwest corner of the intersection of US-281 and Wisconsin Road. This Subdivision lies within the City of Edinburg city limits. The proposed subdivision layout was developed centered on the limitations of the lot dimensions and configuration; and designed to comply with all City of Edinburg subdivision standards.

Included with this request is a letter from the City of Edinburg stating that they are willing and fully capable of providing potable water service to the proposed subdivision.

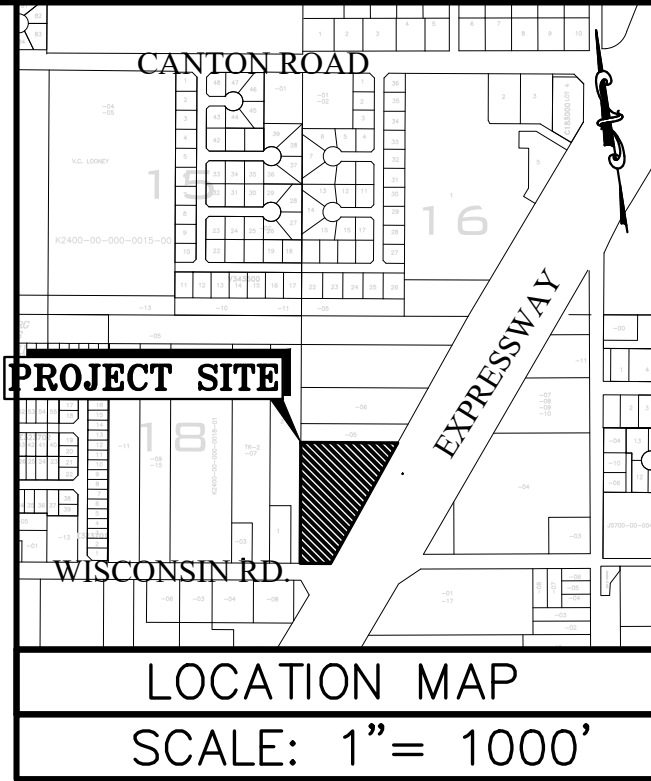
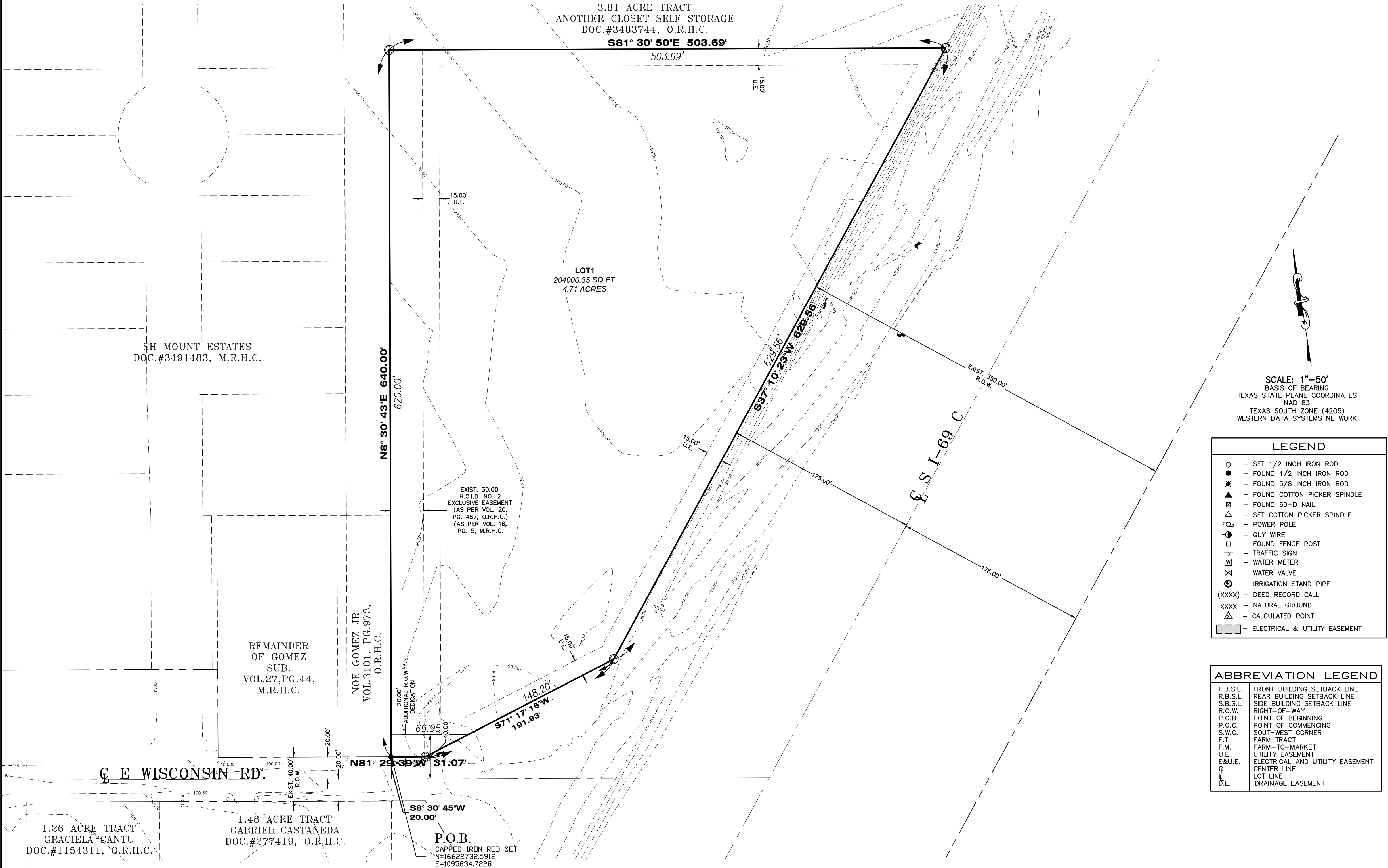
Enclosed are copies of the proposed subdivision plat, survey of the area requested for the buy-out, and additional exhibits for reference. Please let me know if there are any questions regarding this request. Your consideration of this request is greatly appreciated.

Respectfully submitted,

Ivan Garcia P.E., R.P.L.S
Agent

SAKS INDUSTRIAL SUBDIVISION

BEING A 4.71 ACRES TRACT OF LAND, MORE OR LESS, OUT OF LOT 17, KELLY-PHARR SUBDIVISION, HIDALGO COUNTY, TEXAS, RECORDED IN VOLUME 3, PAGES 133-134, MAP RECORDS OF HIDALGO COUNTY, TEXAS



- ### GENERAL PLAT NOTES
- FLOOD ZONE STATEMENT:
FLOOD ZONE DESIGNATION: THE SUBDIVISION IS IN ZONE "X" (SHADED), AREAS OF 500-YEAR FLOOD; AREAS OF 100-YEAR FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 100-YEAR FLOOD. AS DETERMINED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY AND IDENTIFIED ON COMMUNITY PANEL NO. **480338 0020 E**, REVISED JUNE 6, 2000.
 - SETBACKS:
FRONT: 25.00 FEET OR EASEMENT WHICHEVER IS GREATER
EXTERIOR SIDE: 25.00 FEET OR EASEMENT WHICHEVER IS GREATER
REAR: 10.00 FEET OR EASEMENT WHICHEVER IS GREATER
SIDES: 10.00 FEET OR EASEMENT WHICHEVER IS GREATER
 - FINISH FLOOR ELEVATION SHALL BE A MINIMUM OF 24" ABOVE THE ELEVATIONS OF THE LOWEST TOP OF CURB ELEVATION ADJACENT TO PROPERTY.
 - BENCHMARKS (B.M.):
CAPPED IRON ROD SET LOCATED AT THE SOUTHWEST CORNER OF THE SUBDIVISION, LOCATED AT THE NORTH RIGHT OF WAY OF E. WISCONSIN ROAD, ELEV.=100.63 (N.A.V.D. 88)
NORTHING:16622732.34 EASTING:1095834.2310 (TEXAS STATE PLANE COORDINATES, N.A.D. 83)
 - DRAINAGE:
IN ACCORDANCE WITH THE CITY OF EDINBURG DRAINAGE POLICY, HIDALGO COUNTY DRAINAGE DISTRICT No. 1 REQUIREMENTS AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO DETAIN A TOTAL OF **59,425** CUBIC-Feet OR **1,384** ACRE-Feet OF STORM WATER RUNOFF. DRAINAGE ANALYSIS WILL BE REQUIRED DURING BUILDING PERMIT STAGE.
 - ALL LOT CORNERS ARE SET 1/2 INCH IRON RODS WITH CAP.
 - INCLUDE A 6-FOOT SIDEWALK ALONG N. EXPRESSWAY 281 AND CHAMFER A 5-FOOT SIDEWALK NORTH OF OF E. WISCONSIN RD.
 - ALL EASEMENTS SHOWN ARE DEDICATED BY THIS PLAT, UNLESS STATED OTHERWISE. NO STRUCTURE SHALL BE PERMITTED TO BE BUILT OVER THE EASEMENT.
 - PERSUANT TO APPLICABLE FIRE SAFETY REGULATIONS OF ADDITIONAL FIREHYDRANTS, FIRE DEPARTMENT ACCESS ROADS(S), FIRE RATED CONSTRUCTION, AND OTHER FIRE PROTECTION EQUIPMENT MAY BE MANDATED DURING THE SITE PLAN OR BUILDING PERMIT PROCESS.
 - THE DEVELOPER SHALL BE RESPONSIBLE FOR DETAINING AND ACCOMMODATING MORE THAN THE DETAINED VOLUME SHOWN ON THIS PLAT IF IT IS DETERMINED, AT THE PERMIT STAGE, THAT THE DETENTION REQUIREMENTS ARE GREATER THAN THE STATED ON THIS PLAT, DUE TO IMPERVIOUS AREA BEING GREATER THAN THE PLAT ENGINEER CONSIDERED IN THE HYDRAULIC CALCULATIONS FOR THIS SUBDIVISION.
 - ALL CONSTRUCTION SHALL COMPLY WITH STORMWATER POLLUTION PREVENTION PLAN (SW3P) REQUIREMENTS. EROSION AND SEDIMENTATION CONTROLS CONSTRUCTED IN ACCORDANCE WITH THE STORM ORDINANCE 38-30 OF THE CITY OF EDINBURG ARE REQUIRED FOR ALL CONSTRUCTION ON EACH LOT INCLUDING SINGLE FAMILY AND DUPLEX/MULTI-FAMILY CONSTRUCTION)
 - THE LOT SHALL BE GRADED TO PROVIDE POSITIVE DRAINAGE TO FRONT OF THE LOT AT A MIN. SLOPE OF 1%.
 - 6-FOOT SIDEWALK SHALL BE REQUIRED ALONG S 1-69 C AT THE TIME OF BUILDING PERMIT.

SCALE: 1"=50'
BASIS OF BEARING
TEXAS STATE PLANE COORDINATES
NAD 83
TEXAS SOUTH ZONE (4205)
WESTERN DATA SYSTEMS NETWORK

- ### LEGEND
- - SET 1/2 INCH IRON ROD
 - - FOUND 1/2 INCH IRON ROD
 - ✕ - FOUND 5/8 INCH IRON ROD
 - ▲ - FOUND COTTON PICKER SPINDLE
 - ⊠ - FOUND 60-D NAIL
 - △ - SET COTTON PICKER SPINDLE
 - ⊕ - POWER POLE
 - ⊙ - GUY WIRE
 - - FOUND FENCE POST
 - ⊞ - TRAFFIC SIGN
 - ⊞ - WATER METER
 - ⊞ - WATER VALVE
 - ⊞ - IRRIGATION STAND PIPE
 - (XXXX) - DEED RECORD CALL
 - XXXX - NATURAL GROUND
 - △ - CALCULATED POINT
 - ⊞ - ELECTRICAL & UTILITY EASEMENT

- ### ABBREVIATION LEGEND
- | | |
|----------|---------------------------------|
| F.B.S.L. | FRONT BUILDING SETBACK LINE |
| R.B.S.L. | REAR BUILDING SETBACK LINE |
| S.B.S.L. | SIDE BUILDING SETBACK LINE |
| R.O.W. | RIGHT-OF-WAY |
| P.O.B. | POINT OF BEGINNING |
| P.O.C. | POINT OF COMMENCING |
| S.W.C. | SOUTHWEST CORNER |
| F.T. | FARM TRACT |
| F.M. | FARM-TO-MARKET |
| E&U.E. | ELECTRICAL AND UTILITY EASEMENT |
| ℓ | CENTER LINE |
| D.E. | DRAINAGE EASEMENT |

A 4.71 ACRE TRACT OF LAND OUT OF LOT 17, KELLY-PHARR SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP RECORDED IN VOLUME 3, PAGES 133-134, DEED RECORDS IN THE OFFICE OF THE COUNTY CLERK OF HIDALGO COUNTY, TEXAS SAID 4.71 ACRE BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING, [N:16622712.8115 , E:1095831.7625] AT THE SOUTHWEST CORNER OF LOT 17 & SOUTHEAST CORNER OF LOT 18, KELLY-PHARR SUBDIVISION BEING WITHIN WISCONSIN ROAD, THENCE, N 08°30'43" E, WITH THE SHARED LINE OF SAID LOT 17 & 18, AT 20.00 FEET, TO THE NORTH RIGHT OF WAY LINE OF SAID WISCONSIN ROAD, FROM WHICH A 1/2 INCH IRON ROD BEARS S 62°56'54" W AT A DISTANCE OF 0.55 FEET, FOR THE SOUTHWEST CORNER OF THIS TRACT OF LAND AND THE POINT OF BEGINNING [N:16622732.5911, E:1095834.7230];

THENCE, N 08°30'43" E, ALONG THE COMMON LINE OF LOT 17 & 18, ALSO BEING THE EAST LINE OF THE REMAINDER OF LOT 2 OF GOMEZ ACRES SUBDIVISION, AS RECORDED IN VOLUME 27, PAGE 44-B, MAP RECORDS IN THE OFFICE OF THE COUNTY CLERK OF HIDALGO COUNTY, TEXAS, AT A DISTANCE OF 640.00 FEET TO A POINT ON THE COMMON LINE OF LOT 17 & 18, ALSO BEING THE EAST LINE OF A 40.00 FOOT H.C.I.D. No. 2 R.O.W. RECORDED IN VOLUME 20, PAGE 495, HIDALGO COUNTY DEED RECORDS, AND THE SOUTHWEST CORNER OF A 3.81 ACRE TRACT OF LAND RECORDED IN DOCUMENT NUMBER 3483744 HIDALGO COUNTY OFFICIAL RECORDS, BEING THE NORTHWEST CORNER OF THIS TRACT OF LAND, FROM WHICH A 1/2 INCH IRON ROD BEARS N 08°30'43" E AT A DISTANCE OF 1.21 FEET;

THENCE, S 81°30'50" E, WITH THE SOUTH LINE OF SAID 3.81 ACRE TRACT OF LAND, A DISTANCE OF 503.69 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE U.S. HWY 281 FOR THE SOUTHEAST CORNER OF THE SAID 3.81 ACRE TRACT AND THE NORTHEAST CORNER OF THIS TRACT OF LAND, FROM WHICH A 1/2 INCH IRON ROD FOUND BEARS S 37°10'23" W AT A DISTANCE OF 0.52 FEET;

THENCE, S 37°10'23" W, WITH THE WEST RIGHT OF WAY LINE OF SAID U.S. HWY 281 (VOL. 1469 PG. 641 D.R. AND VOL. 1334 PG. 825 D.R.), A DISTANCE OF 629.56 FEET TO A POINT FOR A CORNER OF THIS TRACT OF LAND;

THENCE, S 71°17'15", WITH A RIGHT OF WAY CORNER CLIP, A DISTANCE OF 191.93 FEET TO A POINT FOR A CORNER OF THIS TRACT OF LAND;

THENCE, N 81°29'39" W, WITH THE NORTH RIGHT OF WAY LINE OF WISCONSIN ROAD, A DISTANCE OF 31.07 FEET TO THE POINT OF BEGINNING, CONTAINING 4.71 ACRES OF LAND, MORE OR LESS.

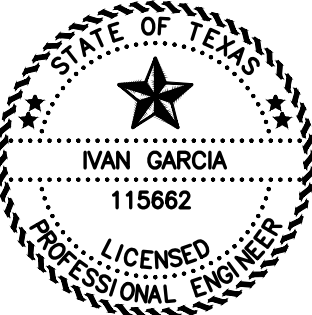


STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY MADE FROM AN ACTUAL SURVEY MADE ON THE GROUND OF THE PROPERTY LEGALLY DESCRIBED HEREON, AND THAT THERE ARE NO APPARENT DISCREPANCIES, CONFLICTS, OVERLAPPING OF IMPROVEMENTS, VISIBLE UTILITY LINES OR ROADS IN PLACE, EXCEPT AS SHOWN ON THE ACCOMPANYING PLAT, AND THAT THE CORNER MONUMENTS SHOWN THEREON WERE PROPERLY PLACED UNDER MY SUPERVISION IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF THE CITY OF EDINBURG AND HIDALGO COUNTY, TEXAS.

DATED THIS _____ DAY OF _____, 2025.

IVAN GARCIA
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6496
SURVEY FIRM # 10194027



STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT.

DATED THIS _____ DAY OF _____, 2025.

IVAN GARCIA, P.E.
REGISTERED PROFESSIONAL ENGINEER
NO. 115662 - STATE OF TEXAS



FILED FOR RECORD IN
HIDALGO COUNTY
ARTURO GUJARDO, JR.
HIDALGO COUNTY CLERK

ON: _____ AT _____ AM/PM
INSTRUMENT NUMBER _____
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS

BY: _____ DEPUTY

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 CERTIFICATE

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER TEXAS WATER CODE NO. 49.211(C). THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE DRAINAGE STRUCTURES DESCRIBED ARE APPROPRIATE FOR THE SPECIFIC SUBDIVISION, BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. IT IS THE RESPONSIBILITY OF THE DEVELOPER OF THE SUBDIVISION AND ITS ENGINEER TO MAKE THESE DETERMINATIONS.

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

RAUL E. SESIN, P.E., C.F.M.
GENERAL MANAGER

DATE _____

HIDALGO COUNTY IRRIGATION DISTRICT NO. 2

THIS PLAT IS HEREBY APPROVED BY THE HIDALGO COUNTY IRRIGATION DISTRICT NO. 2 ON THIS, THE _____ DAY OF _____, 20____.

NO IMPROVEMENTS OF ANY KIND (INCLUDING WITHOUT LIMITATION, TREES, FENCES, AND BUILDINGS) SHALL BE PLACED UPON HIDALGO COUNTY IRRIGATION DISTRICT NO. 2 RIGHT OF WAYS OR EASEMENTS.

PRESIDENT _____
ATTEST: SECRETARY _____

OWNER'S ACKNOWLEDGMENT
STATE OF TEXAS
COUNTY OF HIDALGO

I (WE) THE UNDERSIGNED, OWNER(S) OF THE LAND SHOWN ON THIS PLAT, AND DESIGNATED HEREIN AS THE **SAKS INDUSTRIAL SUBDIVISION**, ADDITION OF THE CITY OF EDINBURG AND COUNTY OF HIDALGO, AND WHOSE NAME IS SUBSCRIBED HERETO, HEREBY DEDICATE TO THE USE OF THE PUBLIC FOREVER ALL STREETS, ALLEYS, PARKS, WATERCOURSES, DRAINS, EASEMENTS AND PUBLIC PLACES THEREON SHOWN FOR THE PURPOSE OF CONSIDERATION THEREIN EXPRESSED.

ANOTHER CLOSET SELF STORAGE E SAK EDINBURG
OLS INDUSTRIAL LTD
2021 INDUSTRIAL DR.,
MCALLEN, TX

STATE OF TEXAS
COUNTY OF HIDALGO

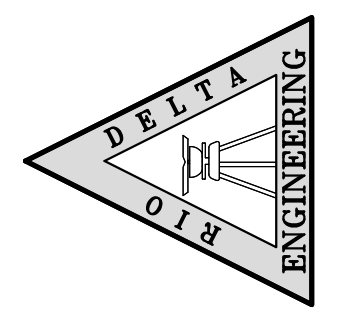
BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED **ANOTHER CLOSET SELF STORAGE E SAK EDINBURG LTD**, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR PURPOSES AND CONSIDERATIONS THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ DAY OF _____, 2025.

NOTARY PUBLIC _____ COUNTY OF HIDALGO _____ DATE _____

PRINCIPAL CONTACTS:		
NAME	ADDRESS	PHONE & FAX
OWNER: ANOTHER CLOSET SELF STORAGE E SAK EDINBURG LTD	2021 INDUSTRIAL DR. MCALLEN, TX 78504	(956) 249-0075
ENGINEER: IVAN GARCIA, P.E., R.P.L.S.	921 SOUTH 10th AVE. EDINBURG, TX 78539	(956) 380-5152 (956) 380-5083
SURVEYOR: IVAN GARCIA, P.E., R.P.L.S.	921 SOUTH 10th AVE. EDINBURG, TX 78539	(956) 380-5152 (956) 380-5083

RIO DELTA ENGINEERING
FIRM REGISTRATION No. F-7628
SURVEY FIRM No. 10194027
921 S. 10TH AVENUE EDINBURG, TEXAS 78539
(TEL) 956-380-5152 (FAX) 956-380-5083



ISSUED FOR:
FINAL

PLAT SHEET
SAKS INDUSTRIAL SUBDIVISION
CITY OF EDINBURG
HIDALGO COUNTY, TEXAS

PROJECT :
ENGINEER: IVAN GARCIA P.E. R.P.L.S.
SURVEYOR: IVAN GARCIA P.E. R.P.L.S.
CHECKED: IVAN GARCIA P.E. R.P.L.S.
DRAWN: Y.V/H.G/F.R.
SCALE: 1"=50'
DATE: APRIL 8, 2025
PROJECT: SUB 24 041
REVISIONS:
PAGE NO: 1-OF-1

EXHIBIT “3”

**(CITY Minutes and/or Resolution
Approving Counter-Part Agreement for
Buyout and Transfer of Service Area)**

STATE OF TEXAS §

COUNTY OF HIDALGO §

TWO PARTY CONTRACT

CITY OF EDINBURG §

WHEREAS, Another Closet Self Storage E Sak Edinburg LTD (“Developer”), owns a 4.71 acre tract of land known as SAKS Industrial Subdivision, which is located in central Hidalgo County, located on the northwest center of US 281 and Wisconsin Rd.,; and

WHEREAS, proposed SAKS Industrial Subdivision lies within North Alamo Water Supply Corporation (NAWSC) water Certificate of Convenience and Necessity (“CCN”) jurisdiction to provide potable water service to the development under the rules and regulations of the Texas Commission on Environmental Quality (“TCEQ”) and the Public Utility Commission of Texas (“PUC”); and

WHEREAS, the Developer requests that the City and NAWSC execute an agreement that NAWSC will allow the City of Edinburg to become the service provider for said development, after all fees associated with the buyout are complete, and that City and NAWSC will thereafter apply to the PUC, to amend their respective service areas as shown in the attached agreement for service; so as to maintain water continuity and have a better water service accountability on the proposed development; and

WHEREAS, a Counter-Part Agreement for Buyout and Transfer of Service Area, hereafter referred to as “Service Agreement,” is necessary to be made between NAWSC and the City as set out in Exhibit “A” attached hereto and made a part hereof; and

NOW, THEREFORE, the City of Edinburg and Another Closet Self Storage E Sak Edinburg LTD in consideration of the mutual covenants expressed hereinafter, agree as follows: Developer agrees to pay for any and all fees associated with the buyout

transaction contemplated in the Service Agreement, including but not limited to CCN application fees and related legal fees. The total amount is estimated as \$2,500 payable to the City of Edinburg; however, Developer understands and agrees that it shall pay the actual cost of such fees as invoiced by the City. Developer shall make the required payment within seven (7) calendar days of receiving an invoice from the City.

2. **No Waiver:** No waiver by any party hereto of any breach of any provision of the Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

3. **Entire Agreement:** This Agreement contains the entire contract between the parties hereto and each party acknowledges that neither has made (either directly or through any agent or representative) any representation or agreement in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by City and the Developer and not otherwise.

4. **TEXAS LAW TO APPLY.** THIS AGREEMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, AND ALL OBLIGATION OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN HIDALGO COUNTY, TEXAS. THE PARTIES HEREBY CONSENT TO PERSONAL JURISDICTION IN HIDALGO COUNTY, TEXAS.

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

notice of any Dispute by the party making such a claim. The Parties shall seek to resolve the Dispute in writing within fourteen (14) days following the original written notice of any Dispute by the party making such a claim. If a mutual resolution and settlement are not obtained at the meeting, the Parties shall participate in good faith in formal mediation, within thirty (30) days following the original written notice of any Dispute, with a mutually agreeable mediator at a mutually agreeable time and place. No settlement reached under this provision shall be binding on the Parties until reduced to a writing signed by a representative of each Party. Unless the parties expressly agree otherwise, each party shall bear its own costs and legal and expert fees incurred in the mediation, and evenly share the costs of the mediator. If after proceeding in good faith the parties, with the assistance of a neutral mediator, do not resolve the dispute within forty-five (45) days following the original written notice of any Dispute, either party may initiate litigation to resolve the dispute. Venue is mandatory in in State courts located in Hidalgo County, Texas

6. **Attorneys' Fees.** In the event of litigation between the Parties, each party shall bear its own costs, including attorney's fees, expenses, and costs.

7. **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communication required or permitted hereunder shall be in writing and shall be either (i) personally delivered against written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to Edinburg:

City of Edinburg
Attention: Myra L Ayala, City Manager

P.O. Box 1079 – 415 W University
Edinburg, Texas 78540

If to Developer: Another Closet Self Storage E Sak Edinburg LTD
2021 Industrial Drive
McAllen, Texas 78504

8. Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addresses or, if mailed, at such time as it is deposited in the United States mail.

9. **Additional Documents.** The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

10. **Successors.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

11. **Assignment.** This Agreement shall not be assignable.

12. **Headings.** The headings and captions contained in this Agreement are solely for convenience reference and shall not be deemed to affect the meaning or interpretation of any provision of paragraph hereof.

13. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and singular shall include the plural whenever and so often as may be appropriate.

14. **Authority to Execute.** The execution and performance of this Agreement by Edinburg and the Developer have been duly authorized by all necessary laws,

resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of Edinburg and the Developer in accordance with its terms.

IN WITNESS WHEREOF, EXECUTED by Vista Property, and the City of Edinburg, in duplicate originals effective on _____ day of _____, 2025.

CITY OF EDINBURG

By: _____
Myra L. Ayala, City Manager

ATTEST:

BY: _____
Clarice Y. Balderas, City Secretary

APPROVED AS TO FORM:
City Attorney's Office

BY: _____
Josephine Ramirez-Solis
City Attorney

**ANOTHER CLOSET SELF STORAGE E SAK
EDINBURG**

BY: _____
Deborah L. Sakulenzski
President
2021 Industrial Drive
McAllen, Texas 78504

EXHIBIT "A" -

COUNTER-PART AGREEMENT
BETWEEN NORTH ALAMO WATER SUPPLY
CORPORATION (NAWSC) AND CITY OF
EDINBURG



CITY OF EDINBURG - CITY COUNCIL

Meeting Date: July 1, 2025

CONSENT AGENDA

Agenda Item No: 14.F.

Gunnar Bess Subdivision Water Buyout

1. Agenda Item:

Consider Authorizing the City Manager to Enter Into a Counter-Part Agreement with North Alamo Water Supply Corporation (NAWSC) and a Two-Party Contract with ROTU Investments, LLC to Provide Water Service to Gunnar Bess Subdivision and Execute Any Documents Related Thereto. [Gerardo Carmona Jr., P.E., Director of Utilities]

2. Description:

ROTU Investments, LLC (developer) is requesting that the City and NAWSC execute a counter-part agreement that will allow the City of Edinburg to become the water service provider for Gunnar Bess Subdivision (located approximately on the northwest corner of US 281 and Chapin Road), which is a 1 lot subdivision, and that City and NAWSC will thereafter apply to the PUC within a one-year period from execution of the agreement to amend their respective service area. In addition, the city is requesting the developer to execute a two-party agreement with the city, which requires the developer to pay for the fees associated with the buyout and transfer of service area.

The timeline for the buyout and Public Utility Commission (PUC) application could take between one and two years from the submission date of the initial application.

There will be no fiscal impact on the city as the developer will pay all fees associated with the buyout.

3. Staff's Recommendation:

Approve Authorizing the City Manager to Enter Into a Counter-Part Agreement with North Alamo Water Supply Corporation (NAWSC) and a Two-Party Contract with ROTU Investments, LLC to Provide Water Service to Gunnar Bess Subdivision and Execute Any Documents Related Thereto.

Reviewed by:

Gerardo Carmona, Director of Utilities
Tomas Reyna, Assistant City Manager

Prepared by:

Vanessa Velasquez,
Administrative Assistant

Attachments:

A. Agreement - Gunnar Bess Subdivision

**COUNTER-PART AGREEMENT FOR
BUYOUT AND TRANSFER OF SERVICE AREA**

STATE OF TEXAS

**BETWEEN: NORTH ALAMO WATER
SUPPLY CORPORATION**

AND

COUNTY OF HIDALGO

CITY OF EDINBURG

RE: ROTU Investments, LLC

1. The Master Agreement for Transfer of Service Area (“*Master Agreement*”) by and between the City of Edinburg, 415 W. University Drive, P.O. Box 1079, Edinburg, Hidalgo County, Texas 78540 (“*CITY*”) and North Alamo Water Supply Corporation, 420 S. Doolittle Road, Edinburg, Hidalgo County, Texas 78542 (“*NAWSC*”), a non-profit corporation of the State of Texas, dated February 16, 2021, along with this Counter-Part Agreement for Buyout and Transfer of Service Area (“*Counter-Part Agreement*”) made this ____ day of _____, 20 __, form the entire agreement with respect to the Area set forth below. The defined terms within the Master Agreement constitute defined terms herein.

NAWSC Transfer Area: **GUNNAR BESS SUBDIVISION**, being a **9.763** acre tract, as depicted on map and/or metes and bounds description attached hereto as **Exhibit “1.”**

Purchase Price: **Fifty Thousand Six Hundred Fifty-nine Dollars and Twenty Cents (\$ 50,659.20).**

Additional Provisions: **None**

2. The purchase price has been paid to NAWSC and NAWSC acknowledges receipt of the purchase price, subject to satisfaction of the conditions set forth in the Master Agreement, par. 2, sec. II.

3. This Counter-Part Agreement has been approved by the appropriate bodies of NAWSC and CITY as evidenced by appropriate minutes of the governing bodies, copies of which are attached hereto as **Exhibits “2”** and **“3”**, respectively, and are executed by the appropriate officers of same.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, THE PARTIES HERETO have executed this Counter-Part Agreement for Buyout and Transfer as of the date above stated.

NORTH ALAMO WATER SUPPLY CORPORATION
420 S. DOOLITTLE ROAD
EDINBURG, Texas 78542

By: _____
Steven P. Sanchez, General Manager

Approved:

By: _____
Richard Ward Fryer, Attorney for
North Alamo Water Supply Corporation

CORPORATE ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

I hereby certify that on this day before me, an officer duly authorized in the State of Texas and in the County of Hidalgo to take acknowledgments, personally appeared **Steven P. Sanchez**, known to me to be the person described in and who executed the foregoing instrument as **General Manager of North Water Supply Corporation**, the corporation therein, and acknowledged that he executed the same as such an officer, in the name and for on behalf of the said corporation.

IN WITNESS WHEREOF I hereunto set my hand and affixed my official seal this _____ day of _____, 202____.

Notary Public and for the State of Texas

ATTEST:

CITY OF EDINBURG, TEXAS

415 W. University Drive

P. O. Box 1079

Edinburg, Texas 78540

By: _____
Clarice Y Balderas, City Secretary

By: _____
Myra L. Ayala, City Manager

APPROVED AS TO FORM:

City Attorney's Office

BY: _____
Josephine Ramirez-Solis
City Attorney

ACKNOWLEDGMENT

STATE OF TEXAS §

§

COUNTY OF HIDALGO §

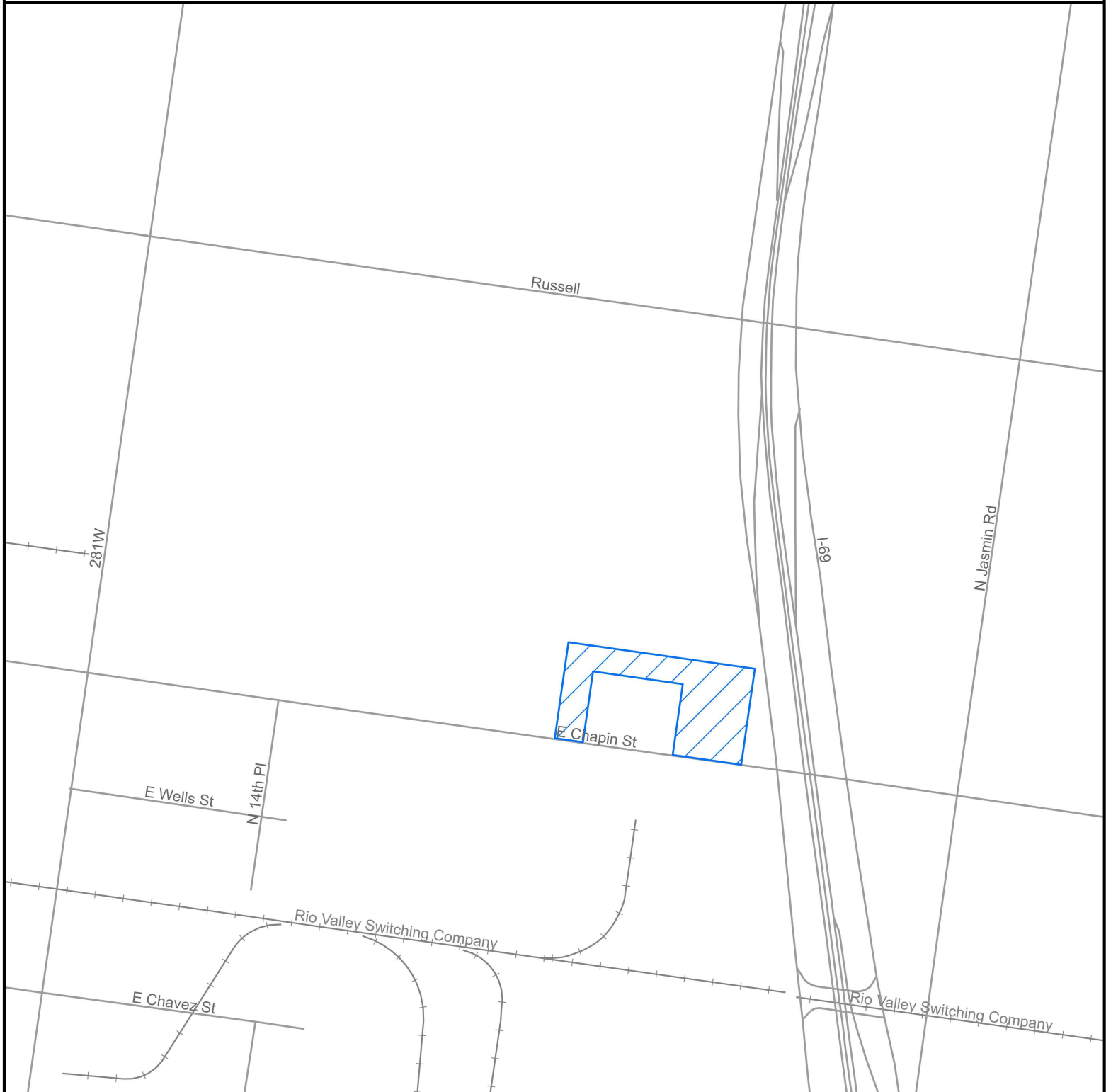
BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared **Myra L. Ayala, City Manager**, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he is the **City Manager of the City of Edinburg**, that he executed the same as the act of the **City of Edinburg** for the purposes and consideration therein expressed and in the capacity therein stated.

IN WITNESS WHEREOF I hereunto set my hand and affixed my official seal this _____ day of _____, 202__.

Notary Public and for the State of Texas

EXHIBIT “1”
(NAWSC Transfer Area Map/Description)

13.255 Application to Amend City of Edinburg (CCN No. 12106) and North Alamo W.S.C. (CCN No. 10553) in Hidalgo County



Detailed Map for GUNNAR BESS SUBDIVISION

Legend



Requested Area to Transfer

[illegible]

Requested Area to Transfer

Page 326 of 344

EXHIBIT “2”

**(NAWSC Minutes and/or Resolution
Approving Counter-Part Agreement for
Buyout and Transfer of Service Area)**

MINUTES
NORTH ALAMO WATER SUPPLY CORPORATION
April 29, 2025

Present

Steve D. Krenek
Martin Drewry
Derrick Swanberg
Abdiel Cuevas
Manuel Garcia
Michael England
Samuel Ruiz
Thomas Jendrusch
Ana Flores

Staff

Steve P. Sanchez
Robert Rodriguez
Irma Tamez
Robyn Rodriguez
Janie Sandoval
Agustin Gomez

Other

Richard Fryer – Corp. Attorney
Micke Hernandez – Melden & Hunt Eng.
Hal Free- UBEO
Ricky Longoria -BML
Amy Alvarez – BML

1. **Agenda Item #1.** Meeting was called to order by President Steve D. Krenek at 3:00 p.m.
2. **Agenda Item #2.** Mr. England moved for the approval of the minutes of March 18, 2025. Mr. Drewry seconded and motion carried with all in favor.
3. **Agenda Item #3.** No public comments.
4. **Agenda Item #5.** An update was made via zoom by Kevin Spencer on RO CIP:
 - A. Doolittle R.O.
 - B. Owassa R.O.
5. **Agenda Item #6.** Mr. Swanberg moved for the approval of payment for all related invoices for the above-mentioned projects on Item #05 and #07 for the month of April.
 - A. R.W. Harden and Associates, Inc.Mr. England seconded and motion carried with all in favor.
6. **Agenda Item #13.** Mr. Jendrusch moved for the approval of accepting North Alamo's 2024 Audit as presented by Rick Longoria and Amy Alvarez of Burton, McCumber and Longoria. Mr. Swanberg seconded and motion carried with all in favor.
7. **Agenda Item #4.** Mr. England moved for the approval of authorizing purchase of software for North Alamo's backup server as recommended by Hal Free with UBEO. Mr. Drewry seconded and motion carried with all in favor.
8. **Agenda Item #7.** An update was made by Mike Hernandez with Melden & Hunt Eng. on the following projects:
 - A. Donna Regional Wastewater Treatment Plant Phase 2
 - B. Construction Phase of the Weslaco Area Wastewater Project
 - C. Mile 6 West Road Right of Way Project
 - D. Water Tower South of Donna
 - E. CIP Phase II
 - F. Report on La Feria Well
 - G. Nolana Loop on CSJ 0921-02-361 Project
 - H. Mr. England moved for the approval of authorizing Melden & Hunt Engineering to submit the environmental reports for first time water service for Cameron and Willacy Counties. Mr. Jendrusch seconded and motion carried with all in favor.

North Alamo WSC Board of Directors Meeting – April 29, 2025

9. **Agenda Item #8.** Mr. England moved for the approval of payment for all related invoices for the above-mentioned projects on Item #07 for the month of April. Mr. Swanberg seconded and motion carried with all in favor.
10. **Agenda Item #9.** Mr. Jendrusch moved for the approval of entering into an emergency interconnect with the City of Alamo, authorizing our legal counsel to draft all documents, and have President and/or GM sign all related documents. Mr. England seconded and motion carried with all in favor.
11. **Agenda Item #10.** Mr. Drewry moved for the approval of authorizing our engineer to solicit invitational bids to adjust our infrastructure at intersection of FM 491 and FM 2629. Mr. Cuevas seconded and motion carried with all in favor.
12. **Agenda Item #11.** Mr. England moved for the approval of a buyout area of a 9.763 acre-tract of land out of Lot 5, Section 246, Texas-Mexican Railway Company Survey, located at 901 Chapin Rd., west of US Exp 281 to the City of Edinburg. *See item 21. G. Ms. Flores seconded and motion carried with all in favor.
13. **Agenda Item #12.** Mr. England moved for the approval of a buyout area of a 4.002 acre-tract out of Lot 20, Kelly Pharr Subdivision, located at 3420 S Business Hwy 281, to the City of Edinburg. *See Item 21.1. Ms. Flores seconded and motion carried with all in favor.
14. **Agenda Item. #14.** Mr. Swanberg moved for the approval of applying for grants from US funds set aside for the losses due from Mexico not complying with the 1944 water Treaty, and authorizing the Board President and/or GM as signatories on all related documents. Mr. Jendrusch seconded and motion carried with all in favor.
15. **Agenda Item #15.** Mr. England moved for the approval of Financial Statement for March, 2025, as presented by Janie Sandoval. Mr. Drewry seconded and motion carried with all in favor.
16. **Agenda Item #16.** Mr. Swanberg moved for the approval of contributing to the following organizations with the following amounts: (2025-2026)
 - A. RGV Livestock Show - \$1,500.00
 - B. Willacy County Fair & Auction - \$1,500.00
 - C. S.T.A.R. Gala (South Texas Agriculture Round Up) - \$1,500.00
 - D. 4-H Fund Raiser - \$1,500.00
 - E. Edinburg Beef Club - \$1,000.00
 - F. Kids, Kows and More for water conservation education in Hidalgo and Willacy Counties - \$500.00 for each.Mr. Garcia seconded and motion carried with all in favor.
17. **Agenda Item #17.** Mr. Jendrusch moved for the approval of a commitment to purchase 4,500 operational meters, and 5,000 meters for the change out program for 2026, 2027, and 2028. The change out to also include labor. Mr. Garcia seconded and motion carried with all in favor.

North Alamo WSC Board of Directors Meeting – April 29, 2025

- 18. Agenda Item #18.** Water Operations Report, Robert Rodriguez
 - A. Report on Meter Change Out – Billing 1
 - B. Report on March 27-28, 2025 Rainfall, wind storms, flooding, and power outages at the plants.
- 19. Agenda Item #19.** Wastewater Operations Report, Agustin Gomez
 - A. Wastewater Operations Report
 - (1) Report on Wastewater Treatment Plants and Collection Systems for March, 2025.
- 20. Agenda Item #20.** General Manager's Report.
 - A. Report on Rural Development (RD) losing two key employees due to early retirement
 - B. Report on Rio San Juan Advisory Committee
 - C. Report on North Alamo Health Plan – Purchasing Specialty Prescription Internationally
 - D. Report on funding from Vicente Gonzalez for 12" water main
 - E. Mr. Swanberg moved for the approval of authorizing GM and the executive committee to evaluate the proposal of cloud seeding over Lake Amistad and determine if North Alamo will participate financially, not to exceed the amount of \$20,000.00. Mr. England seconded and motion carried with all in favor.
 - F. Report on three tours of our RO Plants:
 - (1) Wonderful Citrus, (04/11/25-Lasara RO)
 - (2) IDE Technologies and their Engineer from Israel (04/22/2025 - Doolittle RO)
 - (3) City of McAllen and Carollo Engineers (04/23/2025 – Tours 3 RO Facilities)

May Board Meeting – 05/20/2025

- 21. Agenda Item #21.** Mr. Swanberg moved for the approval of the following subdivisions:
 - A. *Angelicas Dream Subdivision, 24 lots on 5 acres, located south of Mile 10 N Rd, and east of 4.5 W Rd., developer – Jose A. Flores (City Sewer Service – Weslaco) *originally approved on 02/18/2025 with 17 lots (4-Plex); needs to be amended to 24 lots; same acreage, location and developer
 - B. Benediction Estates Subdivision, 2 lots on 1.13 acres, located west of San Jose Rd and north of Mile 15.5 N Rd., developer – Flavio Garcia, Jr. (Septic Tanks)
 - C. Cielo Estates Subdivision, 15 lots on 7.91 acres, located north of FM 1925 and east of Gwin Rd., developer CANRAM Homes, LLC (City Sewer Service – Edinburg)
 - D. *DG Tower Subdivision, 2 lots on 1.28 acres, located south of Owassa Rd. and east of Tower Rd., developer – Overland Group (NAWSC WW) *originally approved on 12/12/2024 with 1 lot; needs to be amended to 2 lots, same acreage, location and developer.
 - E. East MGM Ranches Subdivision, 10 lots on 9.69 acres, located on the northwest corner of Tower Rd. and Curry Rd., developer – Gabriel Homer Garza (Septic Tanks)
 - F. El Rancho Estates Subdivision, 7 lots on 37.053 acres, located west of Spence Rd. and north of FM 186, developer – Omar Rebeles, (Septic Tanks)
 - G. **Gunnar Bess Subdivision, 40 lots on 9.763 acres, located west of Expressway 281 and north of Chapin Rd., developer GRIDSTOR, LLC (City Sewer Service – Edinburg)
**Request for Buyout
 - H. Madison Estates Subdivision, 36 lots on 10 acres, located east of Mile 2.5 E Rd. and south of Mile 9 N Rd., developer – Pedro Bernal (City Sewer Service – Mercedes)

North Alamo WSC Board of Directors Meeting – April 29, 2025

- I. **Morning Star Gardens Subdivision, 19 lots on 4.002 acres, located north of Wisconsin Rd. and east of Business 281. Developer – Joseph John (City Sewer Service – Edinburg)
**Request for Buyout
 - J. *San Jacinto Estates No. 2 Subdivision, 134 lots on 40.45 acres, located west of FM 493 and north of Mile 12 N Rd., developer – C & N Farms, LLC (NAWSC Wastewater)
*originally approved on 06/18/2024 with 135 lots; needs to be amended to 134 lots; same acreage, location and developer
 - K. Stone Manor Subdivision, 27 lots on 8.422 acres located south of Mile 17 N Rd. and east of FM 907, developer – RSRA, LP (Septic Tanks)
 - L. Vasquez Estates Subdivision, 27 lots on 6 acres, located west of I Rd. and south of Albert Rd, developer – J. Jesus Vasquez (City Sewer Service – Edinburg)
- These subdivisions are subject to the Corporation's rules and regulations. Mr. Cuevas seconded and the motion carried with all in favor.

22. **Agenda Item #22.** Mr. Drewry moved for the approval of accepting finished subdivisions for March 2025.

Subdivision Name	Date Finished
A. Count Estates Subdivision	08/22/2024
B. Villas San Miguel Subdivision	09/24/2024
C. Jaguar Heights Subdivision	02/04/2025
D. GGG Apartments Subdivision	03/31/2025
E. Grapefruit Acres Subdivision	02/07/2025

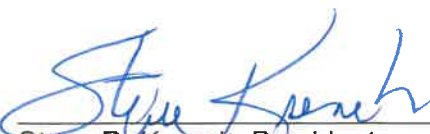
Ms. Flores seconded and motion carried with all in favor.

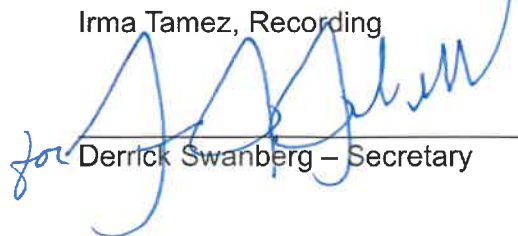
23. **Agenda Item #23.** Mr. Drewry moved for the approval of Membership Applications, Installations, Membership Transfers, and Membership Cancellations. Ms. Flores seconded and motion carried with all in favor.

24. **Agenda Item #24.** The board will enter into executive session to discuss the following items:
No items to discuss.

25. **Agenda Item #25.** No items to discuss in executive session Agenda Item #24.

26. **Agenda Item #26.** Mr. Drewry moved to adjourn the meeting at 5:12 p.m. Mr. Jendrusch seconded and motion carried with all in favor.


Steve D. Krenok -President

Irma Tamez, Recording

Derrick Swanberg – Secretary



MELDEN & HUNT, INC.
CONSULTANTS • ENGINEERS • SURVEYORS

North Alamo Water Buyout Subdivision Information

Subdivision Name: Gunnar Bess

No. of Lots/ Acres: 1 lot/ 9.763 acres

Developers Name: Robert Tudor/ Phone #956-702-0700/ rtudor@rapidtransport.com

Engineering Firm: Melden & Hunt/ Phone # 956-381-0981/ marlon@meldenandhunt.com

Contractor: N/A

Location: 901 E Chapin Rd, Edinburg, TX 78541

No. of Fire Hydrants: 1

SUBDIVISION MAP OF
GUNNAR BESS SUBDIVISION

9.763 ACRES OUT OF LOT 5, SECTION 246,
TEXAS-MEXICAN RAILWAY COMPANY'S SURVEY
VOLUME 1, PAGE 16, H.C.M.R.
CITY OF EDINBURG, HIDALGO COUNTY, TEXAS

STATE OF TEXAS §
COUNTY OF HIDALGO §

I/WE, THE UNDERSIGNED, OWNER(S) OF THE LAND SHOWN ON THIS PLAT AND DESIGNATED HEREIN AS GUNNAR BESS SUBDIVISION, AN ADDITION TO THE CITY OF EDINBURG, TEXAS, AND WHOSE NAME IS SUBSCRIBED HERETO, HEREBY DEDICATE TO THE USE OF THE PUBLIC FOREVER ALL STREETS, ALLEYS, PARKS, WATERCOURSES, DRAINS, EASEMENTS AND PUBLIC PLACES THEREON SHOWN FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED.

ROTU INVESTMENTS, LLC, A TEXAS LIMITED LIABILITY COMPANY

ROBERT TUDOR, MANAGING MEMBER
PO BOX 4230
MCALLEN, TX. 78502

STATE OF TEXAS §
COUNTY OF HIDALGO §

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, ON THIS DAY PERSONALLY APPEARED ROBERT TUDOR, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, WHO, BEING BY ME, FIRST DULY SWORN AND DECLARED THAT THE STATEMENTS THEREIN ARE TRUE AND CORRECT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREBY EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE ____ DAY OF _____, 20__.

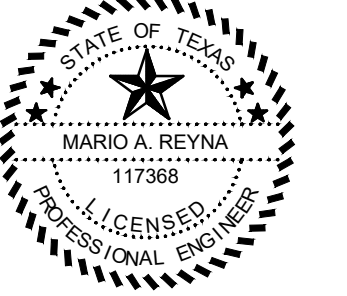
NOTARY PUBLIC, FOR THE STATE OF, TEXAS
MY COMMISSION EXPIRES:

STATE OF TEXAS §
COUNTY OF HIDALGO §

I, THE UNDERSIGNED, MARIO A. REYNA, A LICENSED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT.

DATED THIS THE ____ DAY OF _____, 20__.

TEXAS REGISTRATION F-1435



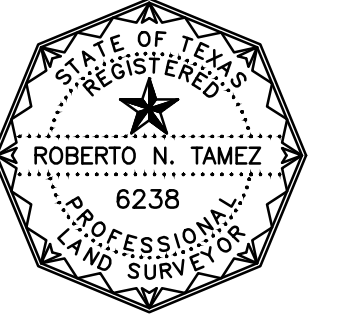
MARIO A. REYNA, LICENSED PROFESSIONAL ENGINEER No. 117368
STATE OF TEXAS

DATE PREPARED: 10/07/2024
DATE REVISED:
ENGINEERING JOB No. 24080.00

STATE OF TEXAS §
COUNTY OF HIDALGO §

I, ROBERTO N. TAMEZ, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY MADE FROM AN ACTUAL SURVEY MADE ON THE GROUND OF THE PROPERTY LEGALLY DESCRIBED HEREON, AND THAT THERE ARE NO APPARENT DISCREPANCIES, CONFLICTS, OVERLAPPING OF IMPROVEMENTS, VISIBLE UTILITY LINES OR ROADS IN PLACE, EXCEPT AS SHOWN ON THE ACCOMPANYING PLAT, AND THAT THE CORNER MONUMENTS SHOWN THEREON WERE PROPERLY PLACED UNDER MY SUPERVISION IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF THE CITY OF EDINBURG, TEXAS.

DATED THIS THE ____ DAY OF _____, 20__.



ROBERTO N. TAMEZ, REGISTERED PROFESSIONAL LAND SURVEYOR No. 6238
STATE OF TEXAS
DATE SURVEYED: 09/12/2024
SURVEY JOB # 24080.08

I, JAIME ACEVEDO, ADMINISTRATOR / DIRECTOR OF PLANNING AND ZONING DEPARTMENT OF THE CITY OF EDINBURG, TEXAS DO HEREBY CERTIFY THIS MINOR SUBDIVISION PLAT KNOWN AS GUNNAR BESS SUBDIVISION CONFORMS TO ALL SUBDIVISION REQUIREMENTS OF THIS CITY WHEREIN MY APPROVAL IS REQUIRED AND HAS BEEN APPROVED FOR RECORDING ON THIS THE ____ DAY OF _____, 20__ WITH THE COUNTY CLERK OF HIDALGO COUNTY, TEXAS

ADMINISTRATOR / PLANNING AND ZONING DEPARTMENT DIRECTOR

APPROVED BY DRAINAGE DISTRICT:

HIDALGO COUNTY DRAINAGE DISTRICT No.1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER TEXAS WATER CODE §49.211 (C). THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE DRAINAGE STRUCTURES DESCRIBED ARE APPROPRIATE FOR THE SPECIFIC SUBDIVISION BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. IT IS THE RESPONSIBILITY OF THE DEVELOPER AND HIS ENGINEER TO MAKE THESE DETERMINATIONS.

HIDALGO COUNTY DRAINAGE DISTRICT No. 1

RAUL E. SESIN, P.E., C.F.M.
GENERAL MANAGER

DATE



FILED FOR RECORD IN
HIDALGO COUNTY
ARTURO GUAJARDO, JR.
HIDALGO COUNTY CLERK

ON: _____ AT _____ AM/PM
INSTRUMENT NUMBER _____
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS
BY: _____ DEPUTY

SHEET 1 OF 1

GENERAL PLAT NOTES AND RESTRICTIONS:

- FLOOD ZONE STATEMENT:
FLOOD ZONE DESIGNATION: ZONE "X" (SHADED), ZONE "X" (SHADED) IS "AREAS OF 500-YEAR FLOOD; AREAS OF 100-YEAR FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE AND AREAS PROTECTED BY LEVEES FROM 100-YEAR FLOOD".
AS PER FLOOD PLAIN COMMUNITY-PANEL No. 480338 0020 E; REVISED DATE: JUNE 6, 2000.
REVISED TO REFLECT LOMR: MAY 14, 2001
- THIS PROPERTY IS ZONED AS INDUSTRIAL, GENERAL DISTRICT.
- MINIMUM SETBACKS SHALL BE AS FOLLOWS :
FRONT: 25.00 FEET
REAR: 30.00 FEET OR EASEMENT, WHICHEVER IS GREATER
SIDE: 15.00 FEET OR EASEMENT, WHICHEVER IS GREATER
- MINIMUM FINISHED FLOOR ELEVATION TO BE 24" ABOVE TOP OF CURB OR CENTER OF STREET WHICHEVER IS GREATER.
- SITE PLANS MUST BE SUBMITTED FOR CITY APPROVAL PRIOR TO ISSUANCE OF BUILDING PERMIT.
- REQUIRED STORM SEWER RUNOFF DETENTION FOR THIS SUBDIVISION AS PER THE APPROVED DRAINAGE REPORT: 149,792 C.F. (3.439 AC.-FT.) TO BE PROVIDED ON SITE.
- THE DEVELOPER SHALL BE RESPONSIBLE FOR DETAINING AND ACCOMMODATING MORE THAN THE DETAINED VOLUMES SHOWN ABOVE IF IT IS DETERMINED AT THE BUILDING PERMIT STAGE THAT THE DETENTION REQUIREMENTS ARE GREATER THAN STATED ON THIS PLAT, DUE TO THE IMPERVIOUS AREA BEING GREATER THAN THE ENGINEER CONSIDERED IN THE HYDRAULIC CALCULATIONS OF THIS SUBDIVISION.
- NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT. EASEMENTS SHALL BE KEPT CLEAR OF BUILDINGS, SHEDS, SHRUBS, TREES, AND OTHER PLANTINGS (EXCEPT LOW, LESS THAN 18" MATURE HEIGHT, GROUND COVER, GRASS, OR FLOWERS) AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.
- THE ACCESS DRIVE SHALL ALWAYS BE OPEN TO EMERGENCY VEHICLES, PUBLIC AND PRIVATE UTILITY SERVICE PERSONNEL, THE U.S. POSTAL SERVICE AND GOVERNMENTAL EMPLOYEES IN PURSUIT OF THEIR OFFICIAL DUTIES.
- ALL CONSTRUCTION SHALL COMPLY WITH STORMWATER POLLUTION PREVENTION PLAN (SW3P) REQUIREMENTS. EROSION AND SEDIMENTATION CONTROLS CONSTRUCTED IN ACCORDANCE WITH THE STORMWATER ORDINANCE 98.30 OF THE CITY OF EDINBURG ARE REQUIRED FOR ALL CONSTRUCTION ON EACH LOT INCLUDING SINGLE FAMILY AND DUPLEX/MULTI-FAMILY CONSTRUCTION.
- ALL COMMON ACCESS, PARKING AND LANDSCAPING AREAS WILL BE MAINTAINED BY THE LOT OWNERS.
- SAID PROPERTY SHALL COMPLY WITH THE MOST CURRENT UNIFIED DEVELOPMENT CODE AND CITY OF EDINBURG REQUIREMENTS AND SPECIFICATIONS. SUCH REQUIREMENTS MAY INCLUDE, BUT ARE NOT LIMITED TO, THE UNIFIED DEVELOPMENT CODE SETBACK BUFFER YARDS, FLOOR AREA RATIO, LANDSCAPING, SURFACE RATIO PARKING REQUIREMENTS FIRE PROTECTION OR ANY OTHER CITY REQUIREMENTS.
- A 5-FOOT SIDEWALK WITH A.D.A RAMP ALONG E CHAPIN ROAD IS REQUIRED AT SUBDIVISION CONSTRUCTION STAGE.
- ALL LOT CORNERS SET WITH No. 4 REBARS WITH PLASTIC CAP STAMPED MELDEN & HUNT, INC..
- ALL LOTS SHALL HAVE A POST DEVELOPMENT FINISH GRADE FROM REAR OF THE LOT TO THE CURB AT A 1% MIN. SLOPE TO ACCOMPLISH POSITIVE DRAINAGE
- PURSUANT TO APPLICABLE FIRE SAFETY REGULATIONS, THE INSTALLATION OF ADDITIONAL FIRE HYDRANTS, FIRE DEPARTMENT ACCESS (ROADS), FIRE RATED CONSTRUCTION, AND OTHER FIRE PROTECTION EQUIPMENT MAY BE MANDATED DURING THE SITE PLAN OR BUILDING PERMIT PROCESS.
- ALL EASEMENTS TO BE DEDICATED BY PLAT, UNLESS STATED OTHERWISE.

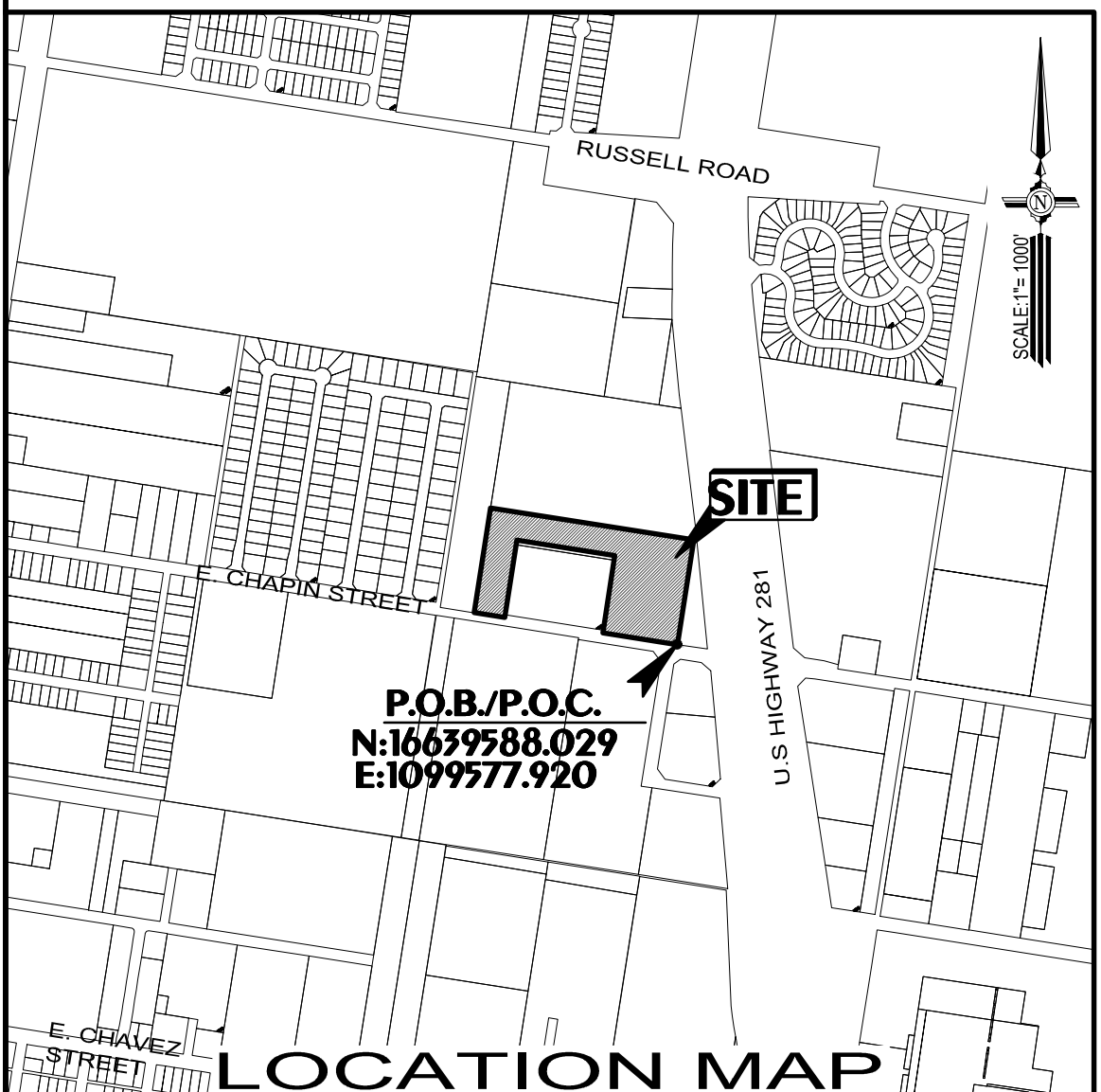
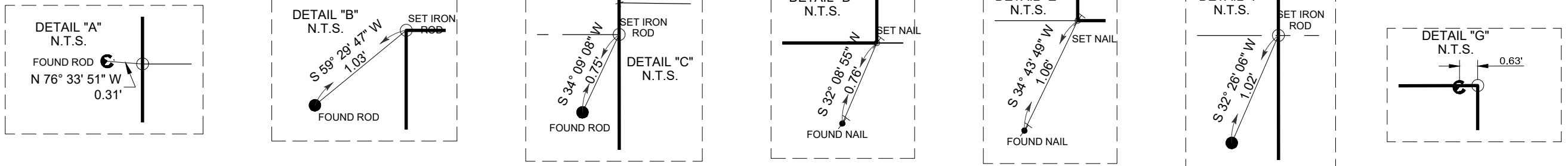
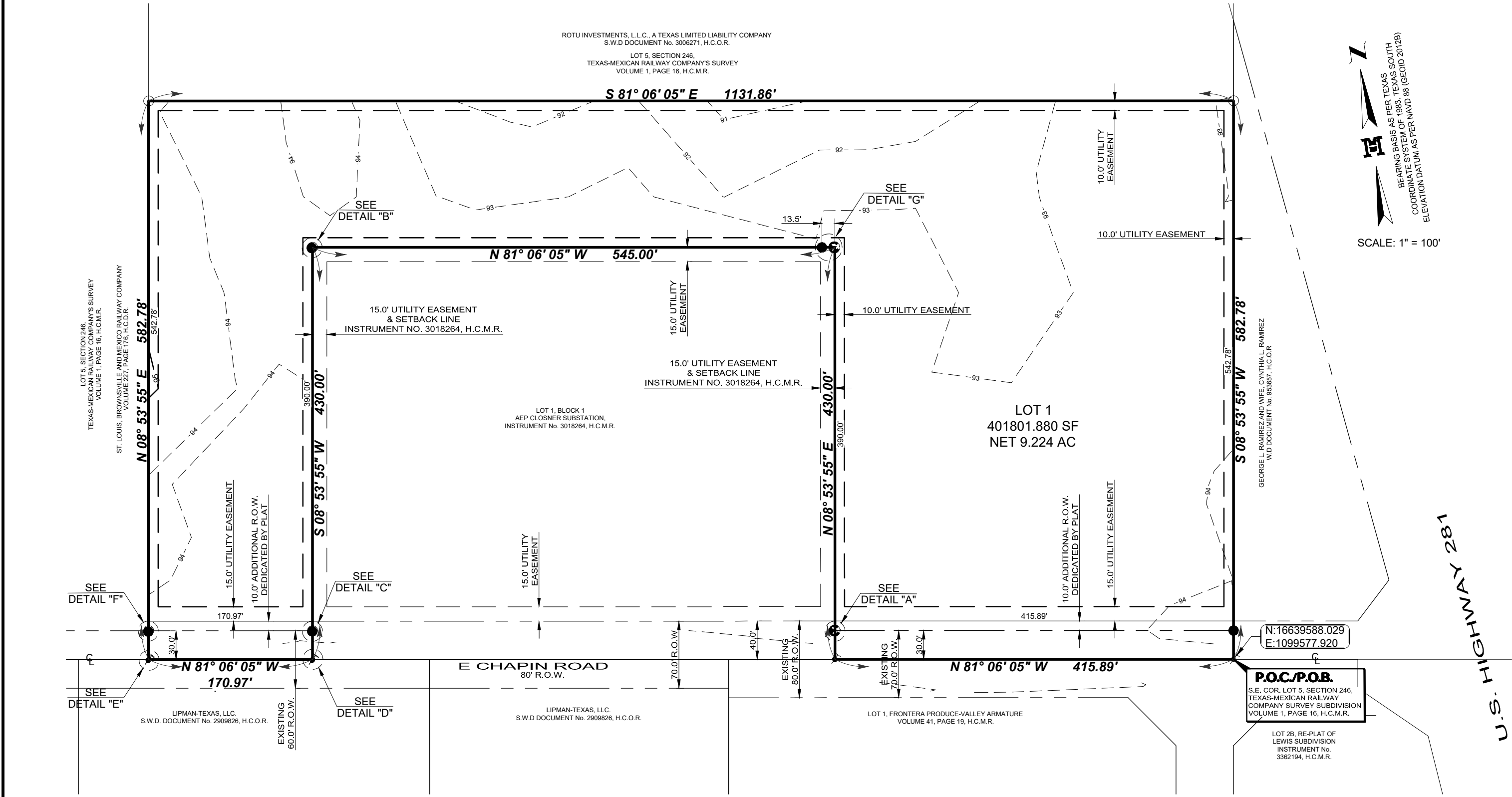
METES AND BOUNDS DESCRIPTION:

A TRACT OF LAND CONTAINING 9.763 ACRES SITUATED IN THE CITY OF EDINBURG, COUNTY OF HIDALGO, TEXAS, BEING A PART OR PORTION OUT OF LOT 5, SECTION 246, TEXAS-MEXICAN RAILWAY COMPANY'S SURVEY, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 1, PAGE 16, HIDALGO COUNTY MAP RECORDS, SAID 9.763 ACRES OUT OF A CERTAIN TRACT CONVEYED TO ROTU INVESTMENTS, L.L.C., A TEXAS LIMITED LIABILITY COMPANY, BY VIRTUE OF A SPECIAL WARRANTY DEED RECORDED UNDER DOCUMENT NUMBER 3006271, HIDALGO COUNTY OFFICIAL RECORDS, SAID 9.763 ACRES ALSO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A NAIL SET (NORTHING: 16639588.029, EASTING: 1099577.920) AT THE SOUTHEAST CORNER OF LOT 5, SECTION 246, FOR THE SOUTHEAST CORNER AND POINT OF BEGINNING OF THIS HEREIN DESCRIBED TRACT:

- THENCE, N 81° 06' 05" E ALONG THE SOUTH LINE OF SAID LOT 5, AND WITHIN THE EXISTING RIGHT-OF-WAY OF CHAPIN ROAD, A DISTANCE OF 415.89 FEET TO A NAIL FOUND FOR AN OUTSIDE CORNER OF THIS TRACT;
- THENCE, N 08° 53' 55" E AT A DISTANCE OF 30.00 FEET PASS THE NORTH RIGHT-OF-WAY LINE OF CHAPIN ROAD, FROM WHICH AN "X" MARK FOUND IN CONCRETE BEARS N 76° 33' 51" W A DISTANCE OF 0.31 FEET, CONTINUING A TOTAL DISTANCE OF 430.00 FEET TO A NO. 4 REBAR SET FOR AN INSIDE CORNER OF THIS TRACT;
- THENCE, N 81° 06' 05" W AT A DISTANCE OF 0.63 FEET PASS AN "X" MARK FOUND IN CONCRETE, CONTINUING A TOTAL DISTANCE OF 545.00 FEET TO A NO. 4 REBAR SET, FROM WHICH A NO. 4 REBAR FOUND BEARS S 59° 29' 47" W A DISTANCE OF 1.03 FEET, FOR AN INSIDE CORNER OF THIS TRACT;
- THENCE, S 08° 53' 55" W AT A DISTANCE OF 400.00 PASS A NO. 4 REBAR SET ON THE NORTH RIGHT-OF-WAY LINE OF CHAPIN ROAD, FROM WHICH A NO. 4 REBAR FOUND BEARS S 34° 08' 08" W A DISTANCE OF 0.75 FEET, CONTINUING A TOTAL DISTANCE OF 430.00 FEET TO A NAIL SET, FROM WHICH A NAIL FOUND BEARS S 32° 08' 55" W A DISTANCE OF 0.76 FEET, FOR AN OUTSIDE CORNER OF THIS TRACT;
- THENCE, N 81° 06' 05" W ALONG THE SOUTH LINE OF SAID LOT 5, AND WITHIN THE EXISTING RIGHT-OF-WAY OF CHAPIN ROAD, A DISTANCE OF 170.97 FEET TO A NAIL SET, FROM WHICH A NAIL FOUND BEARS S 34° 43' 49" W A DISTANCE OF 1.06 FEET, FOR THE SOUTHWEST CORNER OF THIS TRACT;
- THENCE, N 08° 53' 55" E AT A DISTANCE OF 30.00 FEET PASS A NO. 4 REBAR SET ON THE NORTH RIGHT-OF-WAY LINE OF CHAPIN ROAD, FROM WHICH A NO. 4 REBAR FOUND BEARS S 32° 26' 06" W A DISTANCE OF 1.02 FEET, CONTINUING A TOTAL DISTANCE OF 582.78 FEET TO A NO. 4 REBAR SET FOR THE NORTHWEST CORNER OF THIS TRACT;
- THENCE, S 81° 06' 05" E A DISTANCE OF 1,131.86 FEET TO A NO. 4 REBAR SET FOR THE NORTHEAST CORNER OF THIS TRACT;
- THENCE, S 08° 53' 55" W ALONG THE EAST LINE OF SAID LOT 5, AT A DISTANCE OF 582.78 FEET PASS A NO. 4 REBAR FOUND ON THE NORTH RIGHT-OF-WAY LINE OF CHAPIN ROAD, CONTINUING A TOTAL DISTANCE OF 582.78 FEET TO THE POINT OF BEGINNING AND CONTAINING 9.763 ACRES GROSS, OF WHICH 0.404 OF ONE ACRE LIES WITHIN THE RIGHT-OF-WAY OF CHAPIN ROAD, LEAVING A NET OF 9.359 ACRES OF LAND, MORE OR LESS.

PRINCIPAL CONTACTS	NAME	ADDRESS	CITY & ZIP	PHONE	FAX
OWNER:	ROTU INVESTMENTS, LLC.	PO BOX 4230	MCALLEN, TX 78502	C/(956)381-0981	C/(956)381-1839
ENGINEER:	MARIO A. REYNA, P.E.	115 W. MCINTYRE	EDINBURG, TX 78541	(956) 381-0981	(956) 381-1839
SURVEYOR:	ROBERTO N. TAMEZ, R.P.L.S.	115 W. MCINTYRE	EDINBURG, TX 78541	(956) 381-0981	(956) 381-1839

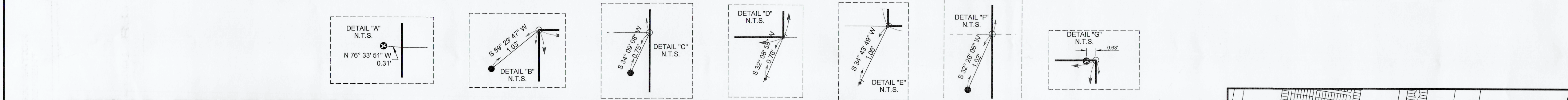
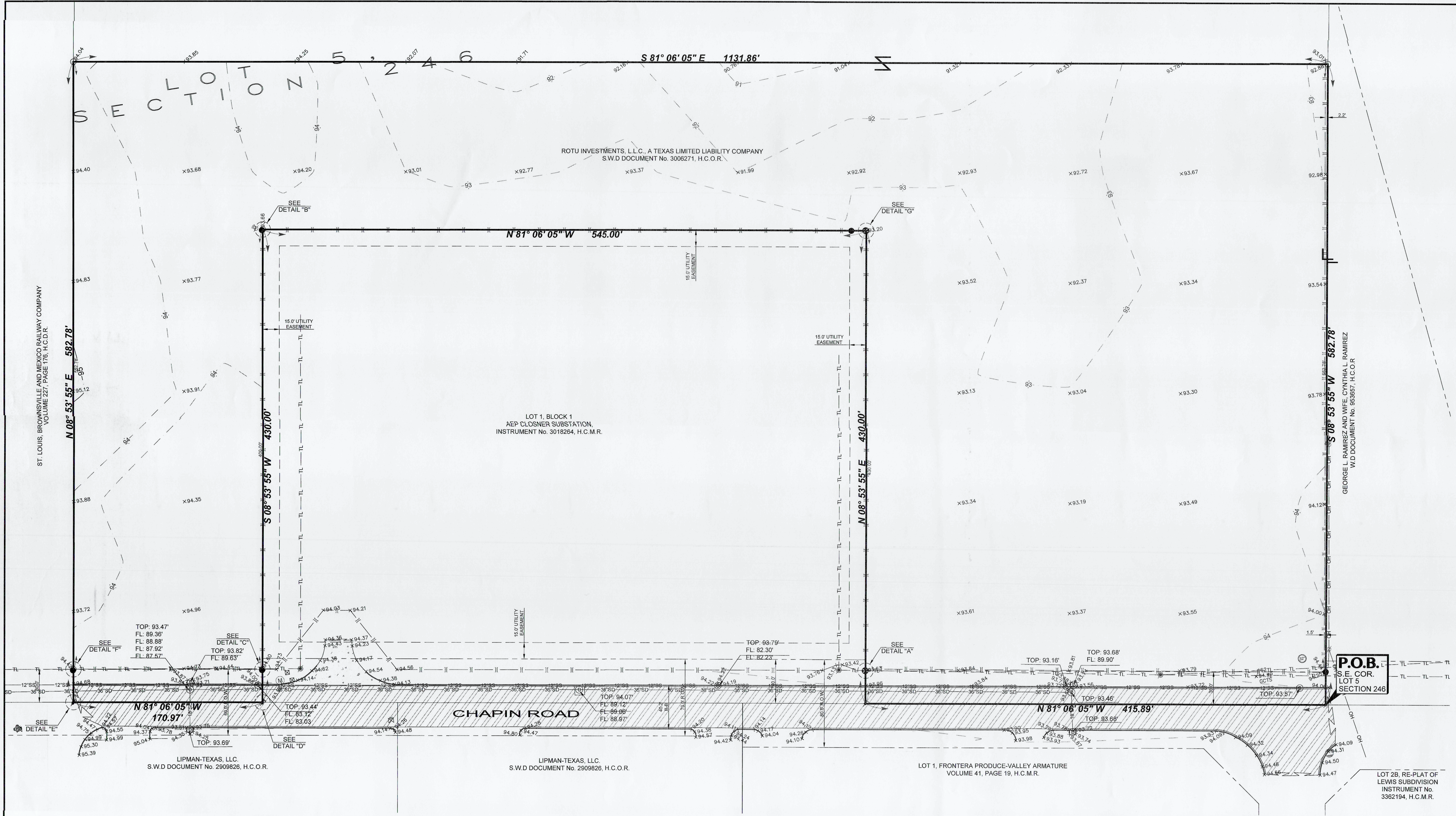


- LEGEND
- FOUND NO.4 REBAR
 - SET NO.4 REBAR WITH PLASTIC CAP STAMPED MELDEN & HUNT

- ABBREVIATION
- AC. - ACRES
 - G.D. - GIFT DEED
 - H.C.D.R. - HIDALGO COUNTY DEED RECORDS
 - H.C.M.R. - HIDALGO COUNTY MAP RECORDS
 - H.C.O.R. - HIDALGO COUNTY OFFICIAL RECORDS
 - No. - NUMBER
 - S.E. COR. - SOUTHEAST CORNER
 - P.O.B. - POINT OF BEGINNING
 - P.O.C. - POINT OF COMMENCING
 - R.O.W. - RIGHT-OF-WAY
 - SQ. FT. - SQUARE FEET
 - W.D. - WARRANTY DEED
 - N.T.S. - NOT TO SCALE
 - C. - CENTERLINE
 - N.A.W.S.C. - NORTH ALAMO WATER SUPPLY CORPORATION

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

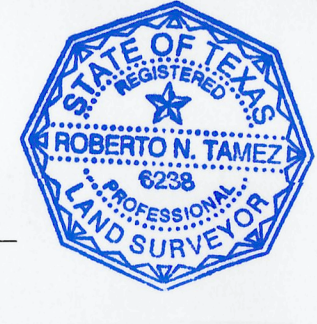
DRAWN BY: A.D.	DATE 06-04-2026
REVISED BY:	DATE
SURVEYED, CHECKED	DATE
FINAL CHECK	DATE



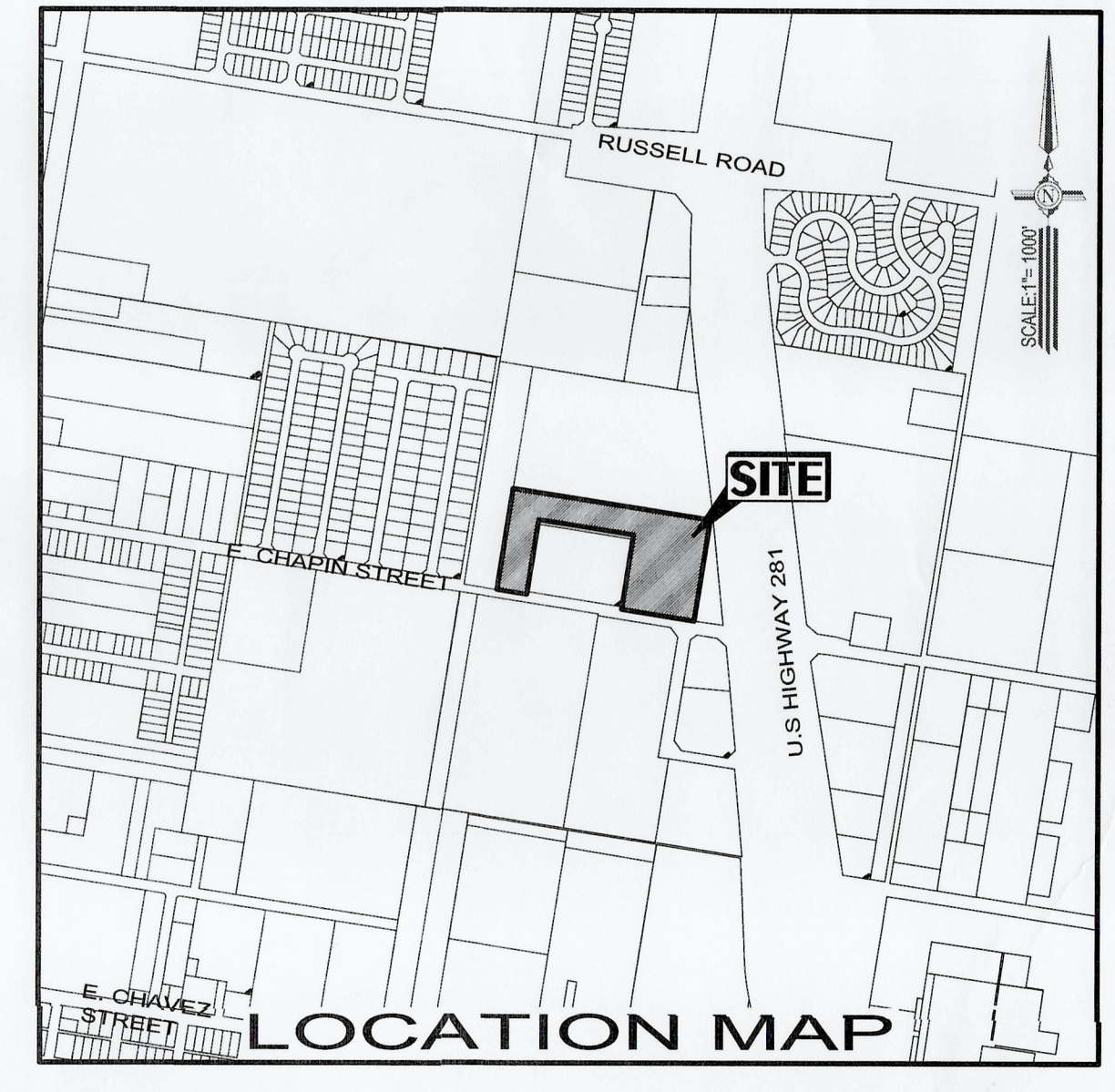
LEGAL DESCRIPTION
9.763 ACRES OUT OF
LOT 5, SECTION 246,
TEXAS-MEXICAN RAILWAY
COMPANY'S SURVEY
VOLUME 1, PAGE 16, H.C.M.R.
CITY OF EDINBURG,
HIDALGO COUNTY, TEXAS

To:
This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes items 1, 2, 3, 4, 5, 7(a), 8, 11(a), 13, 16 & 17 of Table A thereof. The field work was completed on August 26, 2024.

Date of Plot or Map: 09/12/2024
Robert N. Tamez
R.P.L.S. No.: 6238
Email: robert@melendandhunt.com



METES AND BOUNDS DESCRIPTION:
A TRACT OF LAND CONTAINING 9.763 ACRES SITUATED IN THE CITY OF EDINBURG, COUNTY OF HIDALGO, TEXAS, BEING A PART OR PORTION OUT OF LOT 5, SECTION 246, TEXAS-MEXICAN RAILWAY COMPANY'S SURVEY, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 1, PAGE 16, HIDALGO COUNTY MAP RECORDS, SAID 9.763 ACRES OUT OF A CERTAIN TRACT CONVEYED TO ROTU INVESTMENTS, L.L.C., A TEXAS LIMITED LIABILITY COMPANY, BY VIRTUE OF A SPECIAL WARRANTY DEED RECORDED UNDER DOCUMENT NUMBER 3006271, HIDALGO COUNTY OFFICIAL RECORDS, SAID 9.763 ACRES ALSO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT A NAIL SET AT THE SOUTHEAST CORNER OF LOT 5, SECTION 246, FOR THE SOUTHEAST CORNER OF THIS TRACT:
1. THENCE, N 81° 06' 05\"/>



- LEGEND**
- FOUND NO. 4 REBAR
 - ▲ FOUND PK NAIL
 - ⊗ FOUND "X" MARK ON CONCRETE
 - SET NO. 4 REBAR WITH PLASTIC CAP STAMPED MELDEN & HUNT, INC.
 - ⊙ SET NAIL
 - ⊙ POWER POLE
 - ⊙ POLE WITH SECURITY CAMERA
 - ⊙ GUY WIRE
 - ⊙ TRANSMISSION POLE
 - ⊙ TELEPHONE PEDESTAL
 - ⊙ UNDERGROUND CABLE MARKER
 - ⊙ FIRE HYDRANT
 - ⊙ WATER VALVE
 - ⊙ FIBER OPTIC MANHOLE
 - ⊙ SANITARY SEWER MANHOLE
 - ⊙ STORM SEWER MANHOLE
 - ⊙ IRRIGATION STAND PIPE (SIZE AS NOTED)
 - ⊙ IRRIGATION VENT (SIZE AS NOTED)
 - ⊙ HOG WIRE FENCE
 - ⊙ STORM SEWER LINE
 - ⊙ STORM SEWER LINE
 - ⊙ SANITARY SEWER LINE
 - ⊙ TRANSMISSION LINE
 - ⊙ OVERHEAD POWER LINE
 - ⊙ ASPHALT AREA
 - ⊙ CONCRETE AREA
 - ⊙ BACK OF CURB TO BACK OF CURB
 - ⊙ R.O.W. - RIGHT OF WAY
 - ⊙ H.C.M.R. - HIDALGO COUNTY MAP RECORDS
 - ⊙ H.C.O.R. - HIDALGO COUNTY DEED RECORDS
 - ⊙ S.E. COR. - SOUTHEAST CORNER
 - ⊙ P.O.B. - POINT OF BEGINNING
 - ⊙ W.D. - WARRANTY DEED
 - ⊙ S.W.D. - SPECIAL WARRANTY DEED
 - ⊙ LOT LINE
 - ⊙ SAME OWNER

- NOTES:**
- SURVEY IS VALID ONLY IF PRINT HAS ORIGINAL SEAL AND SIGNATURE OF SURVEYOR.
 - BEARING BASIS IS FROM THE NO. 4 REBAR FOUND AT THE INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF CHAPIN ROAD WITH THE EAST LINE OF SAID LOT 5, SECTION 246 AND THE NO. 4 REBAR SET FOR THE NORTHWEST CORNER OF THIS TRACT.
 - ALL BEARINGS AND DISTANCES AS PER TEXAS COORDINATE SYSTEM SOUTH ZONE 4205, GRID COORDINATES.
 - ELEVATION DATUM PER NAVD 88 (GEOID 2012B).
 - A ZONING REPORT OR LETTER WAS NOT PROVIDED TO THE SURVEYOR IN REGARDS TO THE CURRENT CLASSIFICATION, THE CURRENT SETBACK REQUIREMENTS, THE HEIGHT AND FLOOR SPACE AREA RESTRICTION, AND PARKING REQUIREMENTS.
 - NO PARKING SPACES FOUND UPON SUBJECT TRACT DURING TIME OF SURVEY.
 - NO RECENT EARTH MOVING WORK, BUILDING CONSTRUCTION, OR BUILDING ADDITIONS OBSERVED DURING TIME OF SURVEY.
 - NO BUILDING OBSERVED ON SUBJECT TRACT, AT TIME OF SURVEY.
 - SURVEY WAS PREPARED WITH THE BENEFIT OF STEWART TITLE GUARANTY COMPANY FILE NO. 23000370234 EFFECTIVE DATE: JANUARY 20, 2023 ISSUED: FEBRUARY 20, 2023.
 - EASEMENTS LISTED IN SCHEDULE B:
 - RIGHT OF WAY EASEMENT DATED DECEMBER 3, 1970, RECORDED IN VOLUME 1273, PAGE 268, DEED RECORDS, HIDALGO COUNTY, TEXAS, AFFECTS SUBJECT TRACT, 15.0-FOOT N.A.W.S.C. EASEMENT CENTERED ON WATERLINE.
 - RIGHT OF WAY EASEMENT DATED JULY 1, 1972, RECORDED IN VOLUME 1330, PAGE 297, DEED RECORDS, HIDALGO COUNTY, TEXAS, AFFECTS SUBJECT TRACT, 15.0-FOOT N.A.W.S.C. EASEMENT CENTERED ON WATERLINE, EASEMENT TO BE LOCATED ALONG THE NORTH AND EAST SIDE OF LOT 5, SECTION 246.
 - EASEMENT AND RIGHT OF WAY DATED AUGUST 7, 1973, RECORDED IN VOLUME 1378, PAGE 470, DEED RECORDS, HIDALGO COUNTY, TEXAS, AFFECTS SUBJECT TRACT, BLANKET IN NATURE NOT PLOTTABLE.
 - SUBJECT TO ANY PORTION OF THE LAND WITHIN THE LIMITS OR BOUNDARIES OF ANY PUBLIC OR PRIVATE ROADWAY AND/OR HIGHWAY AND THE RIGHTS OF THE PUBLIC THEREO.
 - SUBJECT TO ANY PORTION OF THE LAND DESCRIBED HEREIN LYING WITHIN CANAL RIGHT OF WAY.
 - EASEMENTS, RULES, REGULATIONS AND RIGHTS IN FAVOR OF HIDALGO COUNTY IRRIGATION DISTRICT NO. 1.

Alta/Nsps Land Title Survey

JOB No.	24080	REVISION	DATE	BY
DRAWING DATE:	09/12/2024			
DRAWN BY:	J.G.			
File Name:	24080			
T-XXX, PG. XXX				

MELDEN & HUNT, INC.
CONSULTANTS • ENGINEERS • SURVEYORS

115 W. McINTYRE - EDINBURG, TX 78541
PH: (956) 381-0981 - FAX: (956) 381-1839
ESTABLISHED 1947 - www.meldenandhunt.com

North Alamo Water Supply Corp.

420 S. Doolittle Road
Edinburg, Texas 78542

Sales Receipt

Date	Sale No.
5/20/2025	49572

Sold To
HORIZON ENERGY STORAGE GREENFIELD PROJECT

Check No.	Payment Method	Rep
1024	Check	CS

Description	Qty	Rate	Amount
Service Area Release		50,659.20	50,659.20

HOLD TO LIGHT TO VIEW TRUE WATERMARK IN PAPER HEAT SENSITIVE RED LOGO DISAPPEARS WHEN HEATED

**HORIZON ENERGY STORAGE
GREENFIELD PROJECT HOLDINGS LLC**
7 SE STARK ST. STE. 850
PORTLAND, OR 97214

1024

DATE 5/15/2025 19-7076/3250

PAY TO THE ORDER OF NAWSC

\$ 50,659.20

Fifty thousand six hundred fifty nine dollars and 20/100 — DOLLARS



JPMorgan Chase Bank, N.A.
www.Chase.com

FOR Gunnar local pumping Water Buyout

(Signature)



⑈001024⑈ ⑆325070760⑆

603150106⑈

GUNNAR BESS SUB SERVICE AREA BUYOUT			Total \$50,659.20

Phone #

(956) 383-1618

E-mail

newaccounts@nawsc.com

EXHIBIT “3”

**(CITY Minutes and/or Resolution
Approving Counter-Part Agreement for
Buyout and Transfer of Service Area)**

STATE OF TEXAS §

COUNTY OF HIDALGO §

TWO PARTY CONTRACT

CITY OF EDINBURG §

WHEREAS, ROTU Investments, LLC (“Developer”), owns a 9.763 acre tract of land known as Gunnar Bess Subdivision, which is located in central Hidalgo County, located on the West of Expressway 281 and North of Chapin Rd.,; and

WHEREAS, proposed Gunnar Bess Subdivision lies within North Alamo Water Supply Corporation (NAWSC) water Certificate of Convenience and Necessity (“CCN”) jurisdiction to provide potable water service to the development under the rules and regulations of the Texas Commission on Environmental Quality (“TCEQ”) and the Public Utility Commission of Texas (“PUC”); and

WHEREAS, the Developer requests that the City and NAWSC execute an agreement that NAWSC will allow the City of Edinburg to become the service provider for said development, after all fees associated with the buyout are complete, and that City and NAWSC will thereafter apply to the PUC, to amend their respective service areas as shown in the attached agreement for service; so as to maintain water continuity and have a better water service accountability on the proposed development; and

WHEREAS, a Counter-Part Agreement for Buyout and Transfer of Service Area, hereafter referred to as “Service Agreement,” is necessary to be made between NAWSC and the City as set out in Exhibit “A” attached hereto and made a part hereof; and

NOW, THEREFORE, the City of Edinburg and ROTO Investment, LLC in consideration of the mutual covenants expressed hereinafter, agree as follows:

1. Developer agrees to pay for any and all fees associated with the buyout transaction contemplated in the Service Agreement, including but not limited to CCN

application fees and related legal fees. The total amount is estimated as \$2,500 payable to the City of Edinburg; however, Developer understands and agrees that it shall pay the actual cost of such fees as invoiced by the City. Developer shall make the required payment within seven (7) calendar days of receiving an invoice from the City.

2. **No Waiver:** No waiver by any party hereto of any breach of any provision of the Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

3. **Entire Agreement:** This Agreement contains the entire contract between the parties hereto and each party acknowledges that neither has made (either directly or through any agent or representative) any representation or agreement in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by City and the Developer and not otherwise.

4. **TEXAS LAW TO APPLY.** THIS AGREEMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, AND ALL OBLIGATION OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN HIDALGO COUNTY, TEXAS. THE PARTIES HEREBY CONSENT TO PERSONAL JURISDICTION IN HIDALGO COUNTY, TEXAS.

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

Dispute in writing within fourteen (14) days following the original written notice of any Dispute by the party making such a claim. If a mutual resolution and settlement are not obtained at the meeting, the Parties shall participate in good faith in formal mediation, within thirty (30) days following the original written notice of any Dispute, with a mutually agreeable mediator at a mutually agreeable time and place. No settlement reached under this provision shall be binding on the Parties until reduced to a writing signed by a representative of each Party. Unless the parties expressly agree otherwise, each party shall bear its own costs and legal and expert fees incurred in the mediation, and evenly share the costs of the mediator. If after proceeding in good faith the parties, with the assistance of a neutral mediator, do not resolve the dispute within forty-five (45) days following the original written notice of any Dispute, either party may initiate litigation to resolve the dispute. Venue is mandatory in in State courts located in Hidalgo County, Texas

6. **Attorneys' Fees.** In the event of litigation between the Parties, each party shall bear its own costs, including attorney's fees, expenses, and costs.

7. **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communication required or permitted hereunder shall be in writing and shall be either (i) personally delivered against written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to Edinburg:

City of Edinburg
Attention: Myra L Ayala, City Manager
P.O. Box 1079 – 415 W University
Edinburg, Texas 78540

If to Developer: Rotu Investments, LLC
 Robert Tudor
 PO BOX 4230
 McAllen, Texas 78502

8. Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addresses or, if mailed, at such time as it is deposited in the United States mail.

9. **Additional Documents.** The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

10. **Successors.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

11. **Assignment.** This Agreement shall not be assignable.

12. **Headings.** The headings and captions contained in this Agreement are solely for convenience reference and shall not be deemed to affect the meaning or interpretation of any provision of paragraph hereof.

13. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and singular shall include the plural whenever and so often as may be appropriate.

14. **Authority to Execute.** The execution and performance of this Agreement by Edinburg and the Developer have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable

obligations of Edinburg and the Developer in accordance with its terms.

IN WITNESS WHEREOF, EXECUTED by Vista Property, and the City of
Edinburg, in duplicate originals effective on _____ day of _____, 2025.

CITY OF EDINBURG

By: _____
Myra L. Ayala, City Manager

ATTEST:

BY: _____
Clarice Y. Balderas, City Secretary

APPROVED AS TO FORM:
City Attorney's Office

BY: _____
Josephine Ramirez-Solis
City Attorney

ROTU INVESTMENTS, LLC

BY: _____
Robert Tudor
PO BOX 4230
McAllen, Texas 78502

EXHIBIT "A" -

COUNTER-PART AGREEMENT
BETWEEN NORTH ALAMO WATER SUPPLY
CORPORATION (NAWSC) AND CITY OF
EDINBURG



CITY OF EDINBURG - CITY COUNCIL

Meeting Date: July 1, 2025

OTHER BUSINESS

Agenda Item No: 15.A.

Rescheduling first August Meeting.

1. **Agenda Item:**

Consider Rescheduling the Tuesday, August 05, 2025 Regular City Council Meeting to Monday, August 04, 2025. [Clarice Y. Balderas, City Secretary]

2. **Description:**

The City of Edinburg Code of Ordinances at Title III Administration, Chapter 31 City Council, Section 31.01 Rules and order of business for City Council Meetings, Rule 1: Regular meetings, states that the regular meetings of the City Council shall be held on the first and third Tuesdays of every month at 6:00 p.m., at Edinburg City Hall in the City of Edinburg, Texas. Whenever a function conflicts with the Tuesday of a regular meeting, such regular meeting may be scheduled as soon as practical at the same time and place. Special meetings of the City Council shall be held as scheduled.

In previous years, the City Council has approved rescheduling the first regularly scheduled City Council meeting in August to offer the Council and City Staff the opportunity to attend the Edinburg Crime Stoppers Annual National Night Out public event. This year the event will be held on Tuesday, August 05, 2025, from 6:00 p.m. to 10:00 p.m. at the Edinburg Promenade Park Amphitheater, located at 210 W. McIntyre Street.

Due to the Edinburg Crime Stoppers National Night Out event being held on the first Tuesday of August, it is being requested the Council regularly scheduled meeting to be held Tuesday, August 05, 2025 be rescheduled to Monday, August 04, 2025.

There are no public hearings scheduled, nor are there any anticipated Governing Body issues that would require legislative action on the date of the next scheduled meeting.

3. **Staff's Recommendation:**

Approve Rescheduling the Tuesday, August 05, 2025 Regular City Council Meeting to Monday, August 04, 2025.

Reviewed by:

Prepared by:

Clarice Balderas, City
Secretary

Attachments:

None