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
SEPTEMBER 2, 2025
6:00 PM

1. CALL TO ORDER, ESTABLISH QUORUM

A. Prayer.

B. Pledge of Allegiance.

2. CERTIFICATION OF PUBLIC NOTICE

3. DISCLOSURE OF CONFLICT OF INTEREST

4. MAYOR'S REPORT

A. Prostate Cancer Wellness Event

5. CITY MANAGER'S REPORT

A. City of Edinburg Events:

- South Texas International Film Festival
- Library Card Sign Up Month

6. PROCLAMATIONS/RECOGNITIONS

A. Presentation of Proclamation Recognizing September 2025 as Prostate Cancer Awareness Month. [Clarice Y. Balderas, City Secretary]

B. Presentation of Proclamation Recognizing John Henry Olivarez†, City of Edinburg Police Officer for His Many Years of Service and Dedication to the Community. [Clarice Y. Balderas, City Secretary]

C. Presentation of Proclamation Recognizing Gilberto Gustavo Medina, Jr. for His Many Years of Service to the Community. [Clarice Y. Balderas, City Secretary]

7. PUBLIC HEARINGS

A. Hold Public Hearing and Consider the Ordinances Providing for the Comprehensive Plan Amendment from General Commercial Uses to Auto-Urban Uses and the Rezoning Request from Commercial,

General (CG) District and Residential, Suburban (RS) District to Residential, Urban (RU) & Townhome District, 3.002 Acres Out of Lot 20, Kelly-Pharr Subdivision, Volume 3, Pages 133-134, H.C.D.R., Located at 3420 S. Business Highway 281, as Requested by Melden & Hunt, Inc. [Jaime Acevedo, Director of Planning & Zoning]

B. Hold Public Hearing and Consider the Ordinances Providing for the Comprehensive Plan Amendment from Auto-Urban Uses to General Commercial Uses and the Rezoning Request from Residential, Multi-Family (RM) District to Commercial, General (CG) District, 1.209 Acres Out of Lot 13, Block C, Amended Map of Edinburg, Volume 1, Page 23, H.C.M.R., City of Edinburg, Hidalgo County, Texas, Located at 221 East Schunior Street, as Requested by Vaquero Ventures. [Jaime Acevedo, Director of Planning & Zoning]

C. Hold Public Hearing and Consider the Ordinance Providing for the Rezoning Request from Commercial, General (CG) District and Residential, Multi-Family (RM) District to Residential, Urban (RU) & Townhome District, 7.14 Acres of Land Comprised of the North ½ of the North 330.0 Feet of South 510.0 Feet, 2.0 Acres Being 150.0 Feet by 580.8 Feet Out of the South 1/2 , and 0.14 Acres Being 10.0 Feet by 629.2 Feet, All Out of the South ½ of the Lot 11, Section 237, Texas Mexican Railway Company's Survey, Hidalgo County, Texas, Recorded in Volume 1, Page 12A, Map Records, Located at 1201 North McColl Road, as Requested by Trimad Consultants, LLC. [Jaime Acevedo, Director of Planning & Zoning]

D. Hold Public Hearing and Consider the Ordinance Providing for the Rezoning Request from Agriculture and Open Space (AO) District to Commercial, General (CG) District, 2.869 Acres Out of Lot 2, Block 3, A.M. McColl Subdivision, City of Edinburg, Hidalgo County Texas as shown by Plat of Record In Volume 21 at Page 597 of the Deed Records of Hidalgo County, Texas and Being a Portion of that 39.84-Acre Tract of Land Described In Deed of Record in Document Number 961104 of the Official Records of Hidalgo County, Texas, Located at 2401 W. Owassa Road, as Requested by Bowman. [Jaime Acevedo, Director of Planning & Zoning]

E. Hold Public Hearing and Consider the Ordinance Providing for the Rezoning Request from Agriculture and Open Space (AO) District to Residential, Primary (RP) District, Lot 44, Colonia Esperanza Subdivision, Unit No. 3, Located at 906 Esperanza Street, as Requested by Jessica Marie Capetillo. [Jaime Acevedo, Director of Planning & Zoning]

F. Hold Public Hearing and Consider the Ordinance Providing for the Rezoning Request from Commercial, General (CG) District and Residential, Multi-Family (RM) District to Residential, Urban (RU) & Townhome District, 19.895 Acres Being Out of Lot 7, Section 240, Texas-Mexican Railway Company's Survey, Volume 1, Page 12, H.C.M.R. City of Edinburg, Hidalgo County, Texas, Located at 2898 North McColl Road, as Requested by Melden and Hunt, Inc. [Jaime Acevedo, Director of Planning & Zoning]

G. 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 81, James Court Subdivision, Located at 2851 West Canton Road, as Requested by Melden & Hunt, Inc. on Behalf of Liv Padel, LLC. [Jaime Acevedo, Director of Planning & Zoning]

8. ORDINANCE

A. Consider Ordinance Providing for a Temporary Special Use Permit for "Sacred Heart Catholic Church Annual Kermess," to be Held Saturday, September 6, 2025, Being Edinburg Original Townsite, Block 319, Lots 1-5, Located at 216 N. 16th Street at Sacred Heart Catholic Church, as Requested by Sacred Heart Catholic Church. [Jaime Acevedo, Director of Planning and Zoning]

9. VARIANCE

A. Consider Variance Request to the City of Edinburg Unified Development Code, Article 5, Subdivision Standards, Division 5.100, Purpose and Application, Sec. 5.102, Applicability, D. Exemption from Platting, Being a 2.768-Acre Tract of Land, More or Less, Being Out of a 4.984-Acre Tract Out of the East One-half (19.935 Acres) of Lot 15, Section 233, Texas-Mexican Railway Company's Survey, Hidalgo County, Texas, Located at 5505 West Schunior Street, as Requested by Jessica Luna and Omar Haro, on Behalf of Roy Luna. [Jaime Acevedo, Director or Planning & Zoning]

10. CONTRACTUALS

A. Consider Authorizing the City Manager to Enter Into an Interlocal Agreement Between the City of Edinburg Police Department and Hidalgo County Constable Precinct 4, for the Asset Transfer of K-9 "Leo" to the Edinburg Police Department. [Jaime Ayala, Police Chief]

B. Consider Authorizing the City Manager to Enter Into an Interlocal Agreement Between the City of Edinburg and Hidalgo County (Precinct 4) for Certain Improvements to Schunior Road from N. Jackson Road to Hoehn Road and Hoehn Road from Schunior Road to University Drive (SH 107). [Tomas D. Reyna, Assistant City Manager]

C. Consider Authorizing the City Manager to Enter Into an Interlocal Agreement Between the City of Edinburg and the Edinburg Economic Development Corporation for the South Texas International Airport at Edinburg Hangar Development. [Tomas D. Reyna, Assistant City Manager]

11. ECONOMIC DEVELOPMENT

A. Consider Approval of the Edinburg Economic Development Corporation Board of Directors Sponsorship of the 11th Annual South Texas International Film Festival in the Amount of $10,000. [Raudel Garza, Edinburg EDC Executive Director]

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

B. Consider Resolution Authorizing the City Manager to Amend the Existing Grant Agreement Between the Texas General Land Office and the City of Edinburg for the Community Development Block Grant-Disaster Recovery (CDBG-DR) Grant No. 23-152-007-E179, 2018 Floods Chapin Pumps Rehabilitation Drainage Improvements Project, for an Amount Not to Exceed $1,450,036.17. [Mardoqueo Hinojosa, P.E., CFM, City Engineer]

C. Consider Authorizing the City Manager to Renew the Smart Water Meter Software Annual Subscription to Kamstrup Water Metering LLC for Existing and New Meters in the Total Amount of $32,794.72. [Gerardo Carmona Jr., P.E., Director of Utilities]

D. Consider Authorizing the City Manager to Approve Amendment Number One (1) to the Memorandum of Understanding (MOU) Between the City of Edinburg and Hidalgo County for the Downtown Parking Garage. [Tomas D. Reyna, Assistant City Manager]

E. Consider Authorizing the City Manager to Execute Amendment Number One (1) to the Interlocal Agreement Between the City of Edinburg and Hidalgo County (Precinct 4) for the Improvements of Trenton Road from I-69C to FM 907 (Alamo Road). [Tomas D. Reyna, Assistant City Manager]

F. Consider Authorizing the City Manager to Execute Amendment Number Two (2) to the Interlocal Agreement Between the City of Edinburg and Hidalgo County (Precinct 4) Concerning Certain Improvements to FM 1925 (Monte Cristo Road) from McColl Road to 1,500 Feet West of 10th Street. [Tomas D. Reyna, Assistant City Manager]

13. OTHER BUSINESS

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

14. 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. Discussion and Possible Action Regarding Economic Development Matters. (§551.071 Consultation with Attorney; §551.087 Deliberation Regarding Economic Development Negotiations; Closed Meeting.)

C. Discussion and Possible Action Regarding the Purchase, Exchange, Lease, or Value of Real Property. (§551.071 Consultation with Attorney; §551.072 Deliberation Regarding Real Property; Closed Meeting; §551.087 Deliberation Regarding Economic Development Negotiations; Closed Meeting.). 1. Road Improvement Project.

D. Discussion and Possible Action Regarding Economic Development Agreement - EDC. (§551.071 Consultation with Attorney; §551.087 Deliberation Regarding Economic Development Negotiations; Closed Meeting.)

E. Consultation with City Attorney regarding pending and potential litigation - Claim of F.E. Garza/Interstate Towing. (§551.071. Consultation with Attorney; Closed Meeting; §551.087)

OPEN SESSION

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

15. 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 August 25, 2025 at 6:55 p.m.

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

Disability Access Statement

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

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: September 2, 2025
PROCLAMATIONS/RECOGNITIONS
Agenda Item No: 6.A.
Prostate Cancer Awareness

1. **Agenda Item:**
   Presentation of Proclamation Recognizing September 2025 as Prostate Cancer Awareness Month. [Clarice Y. Balderas, City Secretary]

2. **Description:**
   Prostate cancer is the most commonly diagnosed form of cancer and the second leading cause of cancer related deaths among men.The City Council would like to recognize September 2025 as Prostate Cancer Awareness Month as education, detection, and screening is key to protect your own health or saving the life of the men in your life.Education regarding prostate cancer and early detection strategies is critical to saving lives and preventing and protecting our families.

3. **Staff's Recommendation:**
   Present Proclamation Recognizing September 2025 as Prostate Cancer Awareness Month.

Reviewed by:
Clarice Balderas, City Secretary

Prepared by:
Maria Ortiz, Administrative Assistant

Attachments:
A. Prostate Cancer 2025

PROCLAMATION



PROSTATE CANCER AWARENESS MONTH
SEPTEMBER 2025

WHEREAS, prostate cancer is the most commonly diagnosed form of cancer, and the second leading cause of cancer related deaths among men; and,

WHEREAS, this year approximately 313,780 men will be diagnosed with prostate cancer in the United States alone and roughly 35,770 will die from the disease; and,

WHEREAS, the prostate is a gland (the size of a walnut) in the male reproductive system just below the bladder, most prostate cancers are adenocarcinomas (cancers that begin in cells) and often have no early symptoms; and,

WHEREAS, prostate cancer is more common in older men and more likely to occur in men with a family history of prostate cancer. Other risk factors include genetic factors, race, lifestyle, dietary habits, and not getting enough exercise; and,

WHEREAS, prostate cancer is highly treatable if detected early and because of effective screening options the disease can be caught before it spreads, and as a whole, survival rates are good; and,

WHEREAS, all men are at risk for prostate cancer and education regarding early detection and screening is key to protect your own health or saving the life of the men in your life; and,

WHEREAS, September is national prostate cancer awareness month and the perfect time to share critical information on screening and prevention.

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

PROSTATE CANCER AWARNESS MONTH

The Edinburg City Council would like to encourage everyone to support and share the importance of prostate cancer awareness, prevention and education.

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 2nd day of September, 2025.

CITY OF EDINBURG, TEXAS

By: _____
Ramiro Garza, Jr., Mayor

ATTEST:

By: _____
Clarice Y. Balderas, City Secretary

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: September 2, 2025
PROCLAMATIONS/RECOGNITIONS
Agenda Item No: 6.B.
Investigator Sgt. John Henry Olivarez†

1. **Agenda Item:**
Presentation of Proclamation Recognizing John Henry Olivarez†, City of Edinburg Police Officer for His Many Years of Service and Dedication to the Community. [Clarice Y. Balderas, City Secretary]

2. **Description:**
Edinburg Police Officer John Henry Olivarez† joined the City of Edinburg Public Safety Department/Police Division on August 16, 2002, with the calling to do something that aligned with his core values, marking the beginning of his distinguished career in law enforcement. On August 11, 2025, John Henry Olivarez† lost his battle to cancer.

Officer Olivarez† served the Edinburg Police Department for nearly 23 years with an unwavering love for the community he grew up in. He was more than an exceptional Police Officer. He was a husband, father, Marine, a hero, a tremendous person with integrity and someone you could rely on.

The Edinburg City Council would like to recognize Officer John Henry Olivarez's† unwavering heroism, dedication, commitment and devoted leadership to the Edinburg Police Department and the citizens of the community.

3. **Staff's Recommendation:**
Present Proclamation Recognizing John Henry Olivarez†, City of Edinburg Police Officer for His Many Years of Service and Dedication to the Community.

Reviewed by:
Clarice Balderas, City Secretary

Prepared by:
Maria Ortiz, Administrative Assistant

Attachments:
A. John Henry Olivarez

PROCLAMATION



JOHN HENRY OLIVAREZ†
POLICE OFFICER 3 EDINBURG POLICE DEPARTMENT

WHEREAS, on July 5, 1976, John Henry Olivarez† was born to Dalia and Armando Olivarez; and,

WHEREAS, John Henry Olivarez† married Sonia Olivarez, his wife of 28 years and together they had two children John Alexander Olivarez, and John Ryan Olivarez; and,

WHEREAS, in February 1997, John Henry Olivarez† joined the United States Marine Corps where he developed discipline, leadership, and a sense of duty. After serving four years in the United States Marine Corps, John Henry Olivarez† was honorably discharged at the rank of Sergeant; and,

WHEREAS, on August 16, 2002, with the calling to do something that aligned with his core values, John Henry Olivarez† joined the City of Edinburg Public Safety Department/Police Division as Patrol Officer I, marking the beginning of his distinguished career in law enforcement; and,

WHEREAS, on August 16, 2003, Officer Olivarez was transferred to Patrol Officer 2 and on November 20, 2014, he was transferred to Police Officer 3. Officer Olivarez, held an Intermediate Peace Officer Certification License; an Advanced Peace Officer Certification License and a Master Peace Officer Certification License; and,

WHEREAS, throughout his career, Officer Olivarez held multiple critical assignments, including: Patrol Officer, where he provided frontline protection and responded to various calls for service; SWAT Team Member, responding to high-risk operations; Criminal Investigator in the Criminal Investigations Division, solving complex cases; and FBI Task Force Officer, assigned to federal-level operations through interagency collaboration; and,

WHEREAS, on July 22, 2014, as a SWAT team member, Officer Olivarez† was part of a high-risk homicide arrest operation during which he and fellow officers were ambushed by the suspect who fired several hundred rounds at the officers using a high-powered rifle. He was awarded the Edinburg Police Department's Medal of Valor for his exceptional bravery and quick action in the face of danger, the highest recognition for acts of heroism within the Police Department; and,

WHEREAS, on July 25, 2025, the Edinburg Police Department paid a beautiful "living tribute," to Officer John Henry Olivarez† who was diagnosed with terminal cancer. Fellow officers, friends, and community members gathered to greet Mr. Olivarez with a powerful display of respect and appreciation for someone who had spent his life selflessly serving and showing up for others; and,

WHEREAS, On August 11, 2025, John Henry Olivarez† lost his battle to cancer; and,

WHEREAS, Officer John Henry Olivarez† served the Edinburg Police Department for nearly 23 years, with an unwavering love for the community he grew up in. He was more than an exceptional Police Officer, he was a husband, father, Marine, a hero, a tremendous person with integrity and someone you could rely on; and,

WHEREAS, John Henry Olivarez's† legacy of service will carry on in the lives of his family, friends, everyone who had the privilege of knowing him and in the community, he proudly served.

NOW, THEREFORE, THE MAYOR AND COUNCIL OF THE CITY OF EDINBURG, TEXAS: By the power of authority vested in me by law, do hereby recognize:

JOHN HENRY OLIVAREZ†
POLICE OFFICER 3 EDINBURG POLICE DEPARTMENT

for his heroism, dedication, commitment and devoted leadership to the Edinburg Police Department and the citizens of the 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 6th day of June 2025.

CITY OF EDINBURG, TEXAS

By: _____
Ramiro Garza, Jr., Mayor

ATTEST:

By: _____
Clarice Y. Balderas, City Secretary

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: September 2, 2025
PROCLAMATIONS/RECOGNITIONS
Agenda Item No: 6.C.
Gilberto Gustavo Medina, Jr.

1. **Agenda Item:**
Presentation of Proclamation Recognizing Gilberto Gustavo Medina, Jr. for His Many Years of Service to the Community. [Clarice Y. Balderas, City Secretary]

2. **Description:**
Mr. Gilberto Medina, Jr. graduated from Edinburg High School, and shortly after, he was drafted into the United States Army in March 1968.

Mr. Medina was employed by US Customs and throughout his 28-year career, he was a firearms instructor. He did detail work in Bolivia, Malta, and Cypress Island and trained with new technology. Mr. Medina also did contract security for the federal building from 2002-2016.

The Edinburg City Council would like to recognize Mr. Gilberto Gustavo Medina, Jr. for his unwavering dedication to serving the community.

3. **Staff's Recommendation:**
Present Proclamation Recognizing Gilberto Gustavo Medina, Jr. for his many years of service in the community.

Reviewed by:
Clarice Balderas, City Secretary

Prepared by:
Maria Ortiz, Administrative Assistant

Attachments:
A. Proclamation: Gilberto Gustavo Medina Jr.

PROCLAMATION



GILBERTO GUSTAVO MEDINA, JR.

WHEREAS, on April 24, 1947, Gilberto Gustavo Medina, Jr. was born to Gilberto Gustavo Sr. and Altagracia Medina in Edinburg, Texas; and,

WHEREAS, in 1967, Gilberto Medina, Jr. graduated from Edinburg High School, and shortly after he was drafted into the United States Army in March of 1968; and,

WHEREAS, in March of 1970, after serving two years, Mr. Medina reenlisted for a third year; and,

WHEREAS, he was married to Maria Carrales† from December 19, 1970, until she lost her life to cancer in June 2006. They had two children Noe Medina, and Erika Medina Ponce and three grandchildren Robynne Nega†, Renee Gonzalez, and John Luke Ponce. Mr. Medina married his present wife Nelda Castaneda Medina in August 2009; and,

WHEREAS, on August 21, 1971, Mr. Medina was hired by the United States Postal Service, serving the community until April of 1974; and,

WHEREAS, on April 1974, Mr. Medina was employed with US Customs. Through his 28-year career, he was a firearms instructor, did detail work in Bolivia, Malta, and Cypress Island and trained with new technology. Mr. Medina also did contract security for the federal building from 2002-2016; and,

WHEREAS, Mr. Medina has been an active Mason since 1984, where he has served in multiple positions at regional and state levels; and an active Shriner since 1994, serving in multiple positions region, state, and national levels, he was the highest officer ranking International Commander of Legion of Honor 2016-2017; and,

WHEREAS, Mr. Medina began volunteering at the United States Department of Veterans Affairs in; and,

WHEREAS, the Edinburg City Council would like to recognize Mr. Gilberto Gustavo Medina, Jr. for his unwavering dedication to serve the community.

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

GILBERTO GUSTAVO MEDINA, JR.

for his years of service and the dedication to serve 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 2nd day of September, 2025.

CITY OF EDINBURG, TEXAS

By: _____
Ramiro Garza, Jr., Mayor

ATTEST:

By: _____
Clarice Y. Balderas, City Secretary

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: September 2, 2025
PUBLIC HEARINGS
Agenda Item No: 7.A.
Comprehensive Plan Amendment and Rezoning Request - Melden & Hunt, Inc.

1. **Agenda Item:**
Hold Public Hearing and Consider the Ordinances Providing for the Comprehensive Plan Amendment from General Commercial Uses to Auto-Urban Uses and the Rezoning Request from Commercial, General (CG) District and Residential, Suburban (RS) District to Residential, Urban (RU) & Townhome District, 3.002 Acres Out of Lot 20, Kelly-Pharr Subdivision, Volume 3, Pages 133-134, H.C.D.R., Located at 3420 S. Business Highway 281, as Requested by Melden & Hunt, Inc. [Jaime Acevedo, Director of Planning & Zoning]

2. **Description:**
This property is located on the east side of S. Business Highway 281 (Closner Blvd.) approximately 322 feet north of E. Wisconsin Road. The property is currently zoned Commercial, General (CG) District and Residential, Suburban (RS) District which is primary lowdensity single-family residential district, intended to permit a wide range of single-family uses on larger lots and meant to accommodate a wide range of commercial uses, including highway service uses and community or regional commercial, office, and service uses. The property has a total lot frontage of 132.00 feet along S. Business Highway 281 (Closner Blvd) and a lot depth of 990.37 feet for a total of 3.002 acres. The requested zoning designation is Residential, Urban (RU) & Townhome District, which is the highest intensity single-family residential district. The district includes auto-urban and higher densities meant to meet the community's need for more compact developments, walkable areas, and affordable housing. Traditionally associated with downtown areas, these densities may be desirable in other locations where there is a need and demand for smaller single-family homes. Currently the lot sits vacant. The applicant is proposing to construct an 18 single family residential townhome development. The property is currently undergoing subdivision review under the name Morning Star Gardens.

Adjacent zoning is Commercial, General (CG) District and Residential, Suburban (RS) District to the north and south, Residential, Manufactures Home (RMH) District to the east and Commercial, General (CG) District to the west. Surrounding land consists of commercial uses, residential uses and vacant land. The future land use designation for this property is for General Commercial Uses.

Staff mailed a notice of the public hearing to 40 neighboring property owners on Friday, August 1, 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 August 13, 2025.

On August 8, 2025 Planning staff met with City of Edinburg development departments to discuss the proposed rezoning. It was determined more information will need to be provide to determine if the infrastructure in this area may support the proposed development.

On August 14, 2025, the Planning & Zoning Commission recommended with a vote of 7-0 approve the Comprehensive Plan Amendment and the Rezoning Request.

3. **Staff's Recommendation:**

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

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

Prepared by:
Rita Guerrero, Assistant Director of Planning and Zoning

Attachments:

A. City Council Agenda Packet Attachments
B. Ordinance

MEETING DATES:
PLANNING & ZONING COMMISSION – 08/14/2025
CITY COUNCIL – 09/02/2025
DATE PREPARED – 08/06/2025

STAFF REPORT
GENERAL INFORMATION

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

APPLICANT: Shalom Media USA, Inc.

AGENT: Melden and Hunt Inc.

LEGAL: 3.002 Acres Out of Lot 20, Kelly-Pharr Subdivision, Volume 3, Pages 133-134, H.C.D.R.

LOCATION: 3420 South Business Highway 281

LOT/TRACT SIZE: 3.002 Acres

CURRENT USE: Vacant

PROPOSED USE: Residential, Urban (RU) & Townhome District

EXISTING ZONING: Commercial, General (CG) District and Residential, Suburban (RS) District

ADJACENT ZONING:
North – Commercial, General (CG) District and Residential, Suburban (RS) District
South – Commercial, General (CG) District and Residential, Suburban (RS) District
East – Residential, Manufactures Home (RMH) District
West – Commercial, General (CG) District

LAND USE PLAN: General Commercial Uses

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

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

COMPREHENSIVE PLAN AMENDMENT
REZONING REQUEST
MELDEN AND HUNT INC.

EVALUATION

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

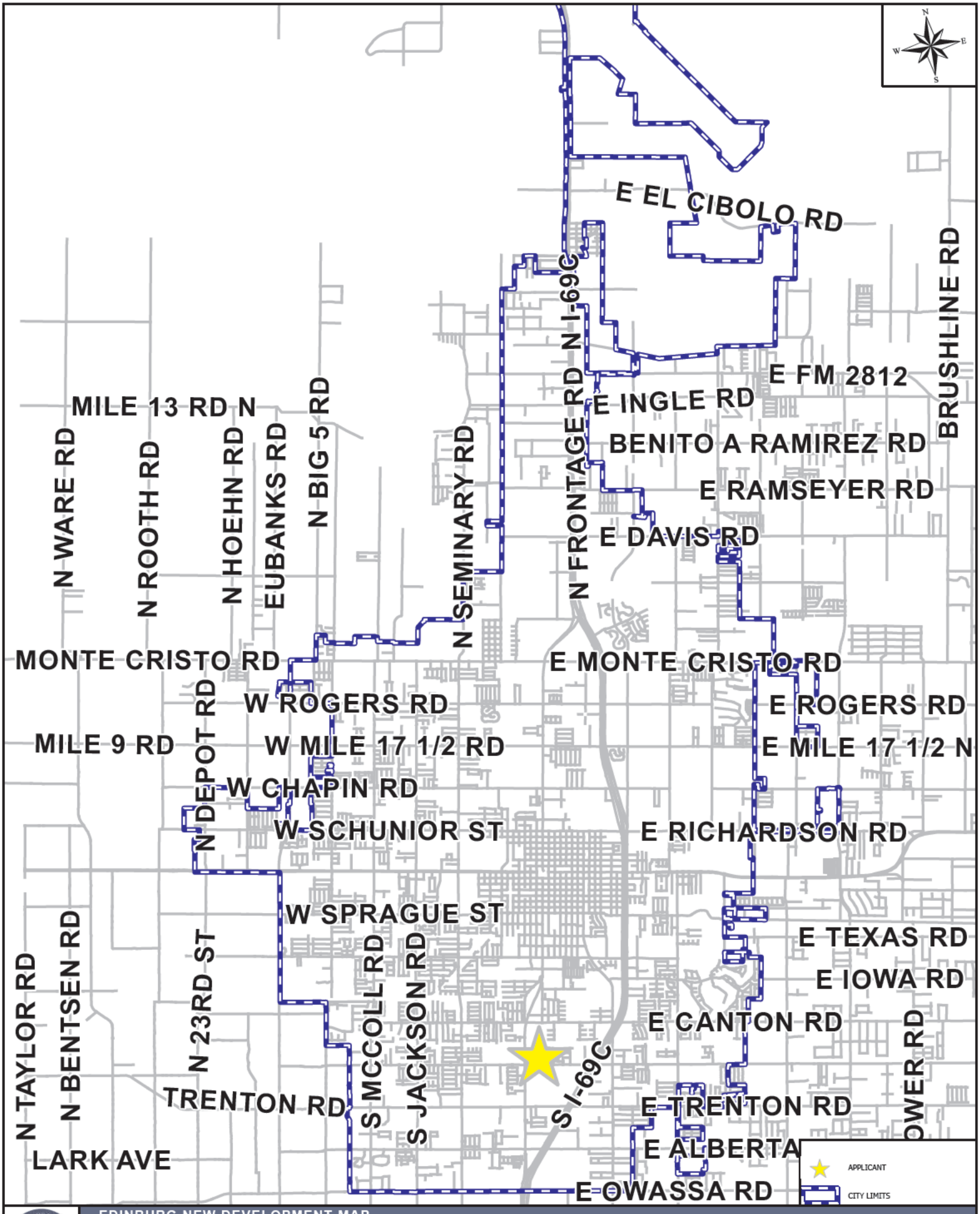
1. Property currently sits vacant.

2. Surrounding land consists of commercial uses, residential uses and vacant land.

3. The proposed zoning is not consistent with the Future Land Use Plan.

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

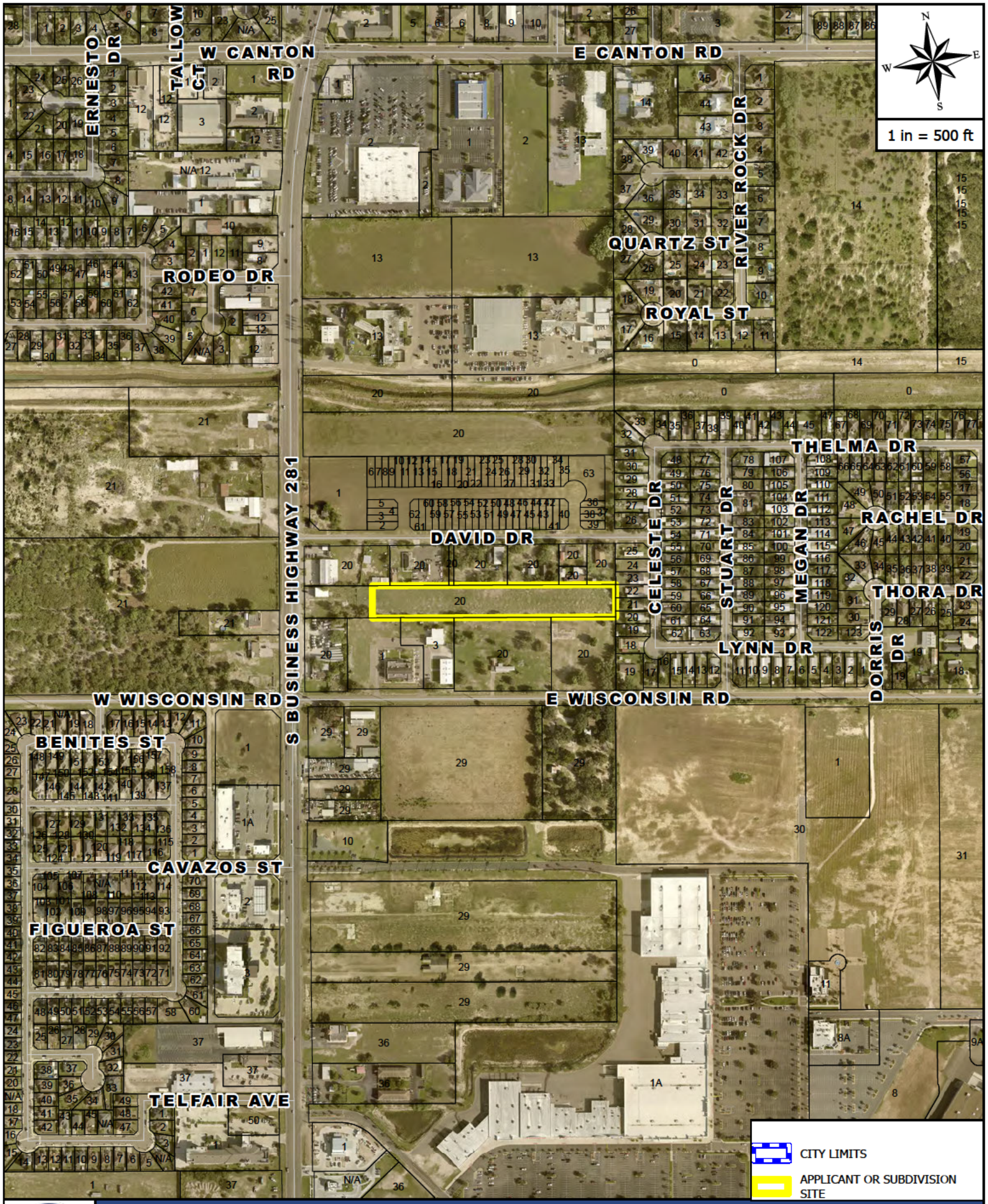
Staff mailed a notice of the public hearing to 40 neighboring property owners on Friday, August 1, 2025, and received no comments in favor or against this request at the time this report was prepared. Notice of this public hearing was published in the newspaper on August 13, 2025.



EDINBURG NEW DEVELOPMENT MAP

APPLICANT AND/OR SUBDIVISION:

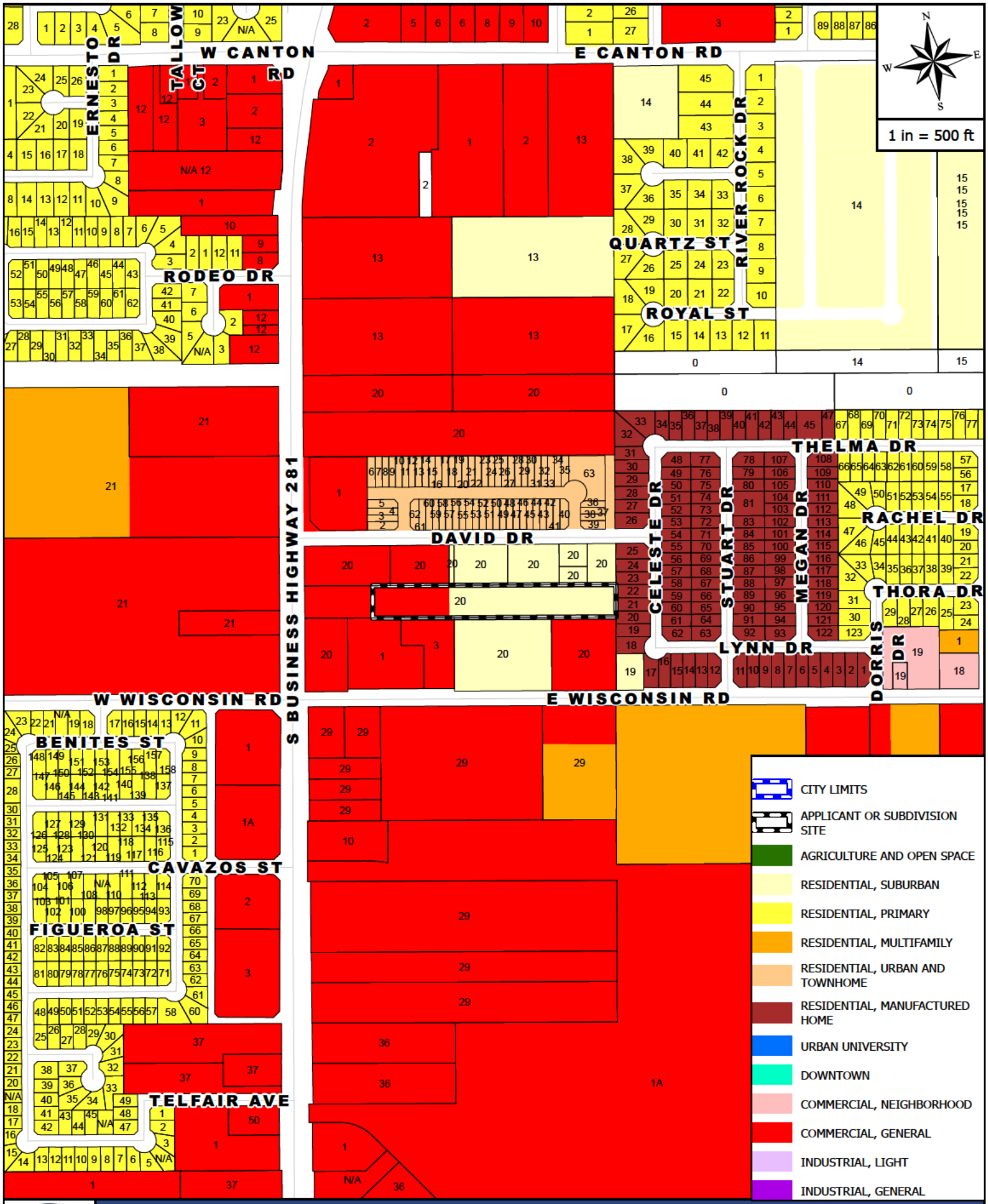
RZNE-2025-0289 3420 S BUSINESS HIGHWAY 281



AERIAL MAP

APPLICANT AND/OR SUBDIVISION:

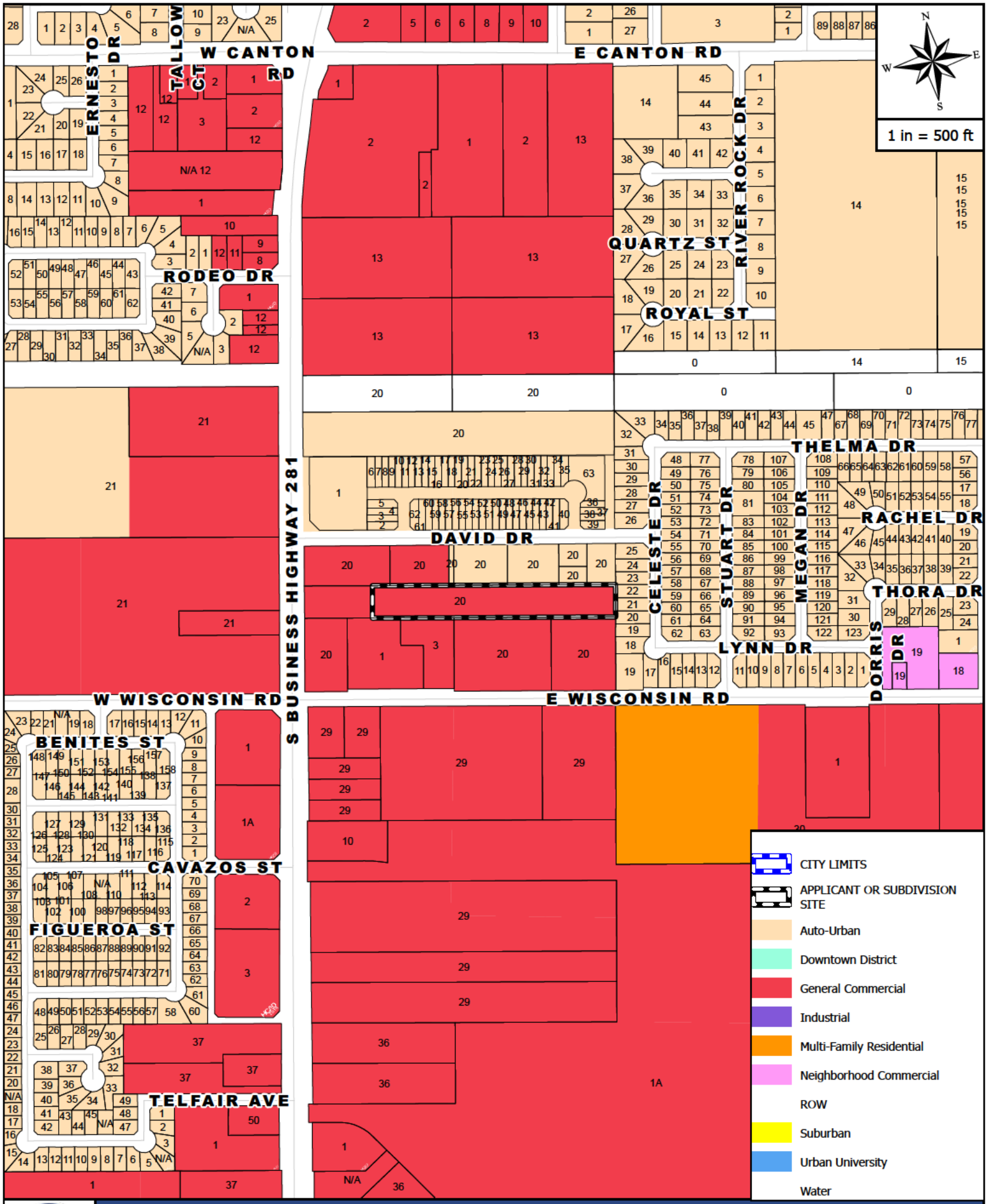
RZNE-2025-0289 3420 S BUSINESS HIGHWAY 281



ZONING MAP

APPLICANT AND/OR SUBDIVISION:

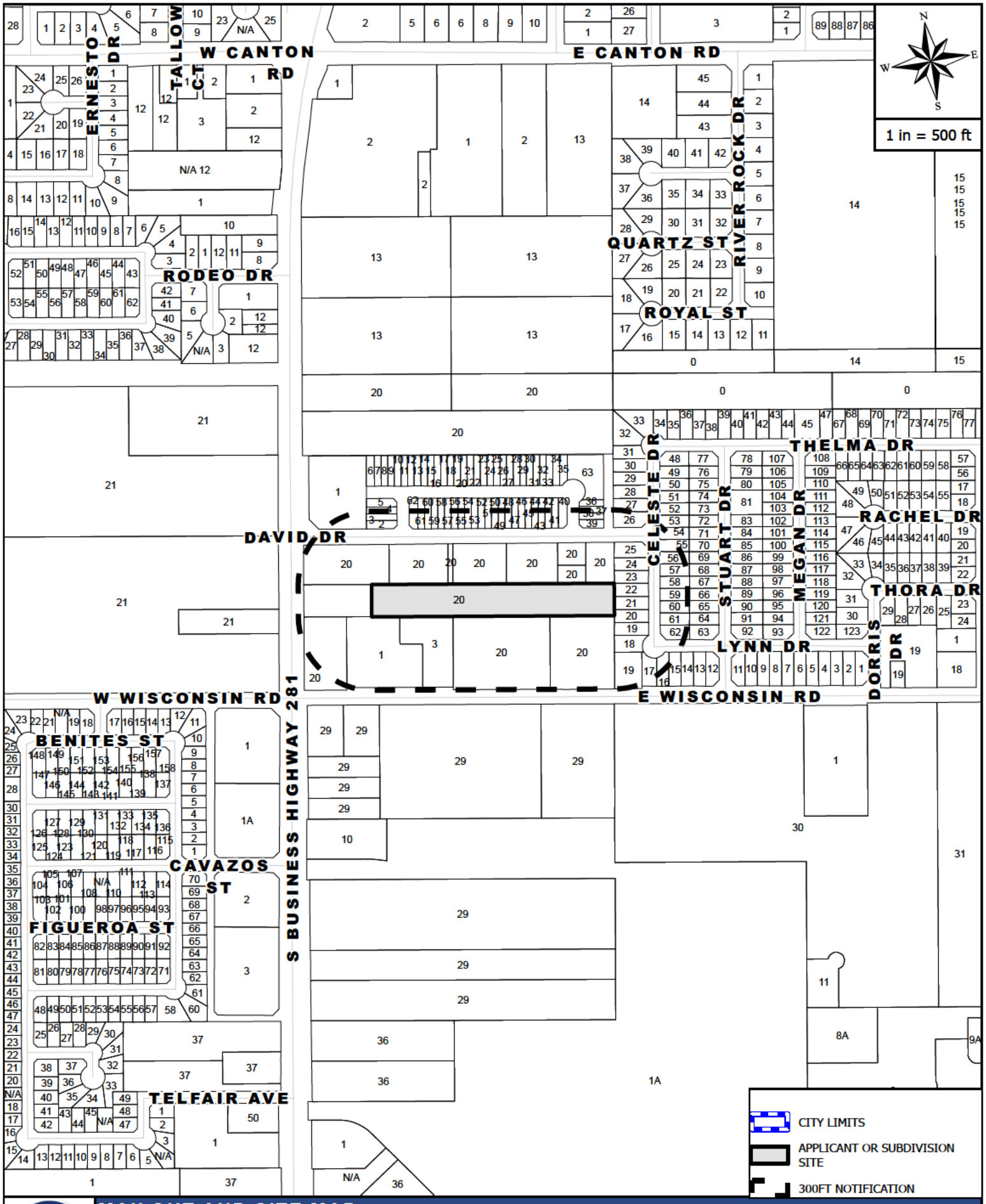
RZNE-2025-0289 3420 S BUSINESS HIGHWAY 281



FUTURE LANDUSE MAP

APPLICANT AND/OR SUBDIVISION:

RZNE-2025-0289 3420 S BUSINESS HIGHWAY 281



MAILOUT AND SITE MAP

APPLICANT AND/OR SUBDIVISION:

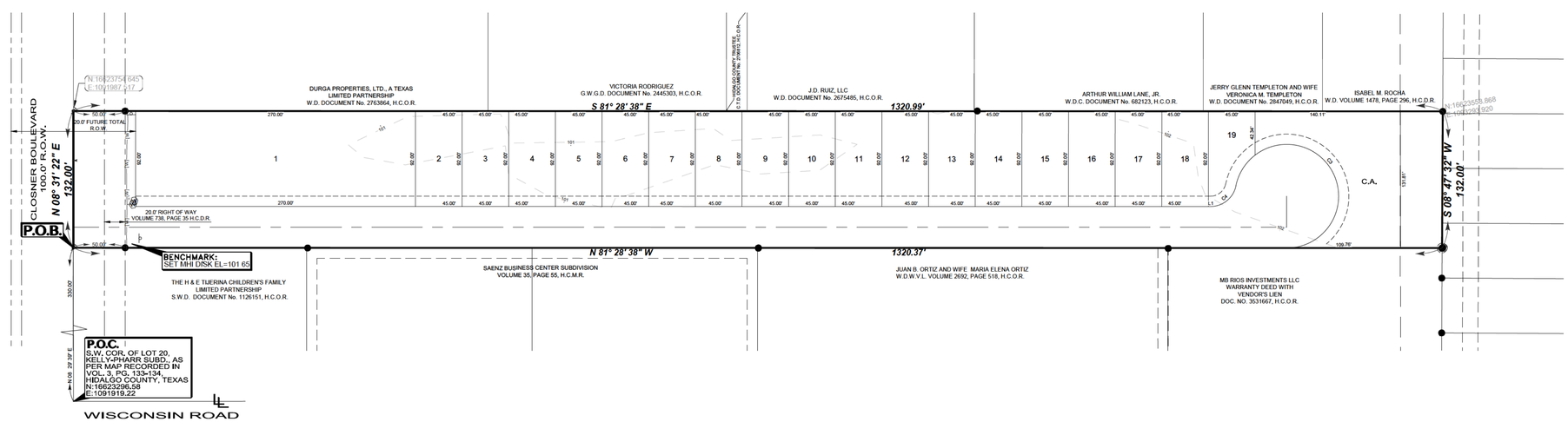
RZNE-2025-0289 3420 S BUSINESS HIGHWAY 281

Rezoning Request Site Photo

Melden & Hunt, Inc

3420 S Business Highway 281





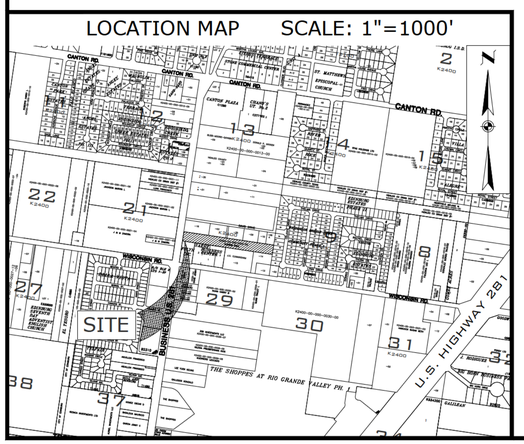
LEGEND

- ● FOUND No.4 REBAR
- ◢ FOUND PK NAIL
- ○ SET No.4 REBAR WITH PLASTIC CAP STAMPED MELDEN & HUNT, INC
- ◿ SET NAIL

R.O.W. - RIGHT OF WAY
H.C.M.R. - HIDALGO COUNTY MAP RECORDS
H.C.D.R. - HIDALGO COUNTY DEED RECORDS
H.C.O.R. - HIDALGO COUNTY OFFICIAL RECORDS
P.O.B. - POINT OF BEGINN NG
P.O.C. - POINT OF COMMENCING
S.W. COR. - SOUTHWEST CORNER
W.D. - WARRANTY DEED

Lot Area Table		
Lot #	SQ. FT.,	Area
1	24840.00	0.570
2	4140.00	0.095
3	4140.00	0.095
4	4140.00	0.095
5	4140.00	0.095
6	4140.00	0.095
7	4140.00	0.095
8	4140.00	0.095
9	4140.00	0.095
10	4140.00	0.095
11	4140.00	0.095
12	4140.00	0.095
13	4140.00	0.095
14	4140.00	0.095
15	4140.00	0.095
16	4140.00	0.095
17	4140.00	0.095
18	4140.00	0.095
C.A.	3296.61	0.076

LOCATION MAP SCALE: 1"=1000'



MAP OF MORNING STAR GARDENS SUBDIVISION

BEING A SUBDIVISION OF A TRACT OF LAND CONTAINING 4.002 ACRES SITUATED IN THE CITY OF EDINBURG, HIDALGO COUNTY, TEXAS, BEING A PART OR PORTION OUT OF LOT 20, KELLY-PHARR SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 3, PAGES 133-134, HIDALGO COUNTY DEED RECORDS.

METES AND BOUNDS DESCRIPTION

A TRACT OF LAND CONTAINING 4.002 ACRES SITUATED N THE COUNTY OF HIDALGO, TEXAS, BEING A PART OR PORTION OUT OF LOT 20, KELLY-PHARR SUBDIVISION, ACCORD NG TO THE PLAT THEREOF RECORDED IN VOLUME 3, PAGES 133-134, HIDALGO COUNTY DEED RECORDS, SAID 4.002 ACRES WERE CONVEYED TO J. MUNIZ CONSTRUCTION, LLC., BY V RTUE OF A WARRANTY DEED WITH VENDOR'S LEN RECORDED UNDER DOCUMENT NUMBER 2802832, HIDALGO COUNTY OFFICIAL RECORDS, SAID 4.002 ACRES BEING MORE PARTICULARLY DESCRIBED AS FOLLOW.

COMMENCING AT THE SOUTHWEST CORNER OF SA D LOT 20;

THENCE, N 08° 31' 22" E ALONG THE WEST L NE OF SA D LOT 20 AND WITHIN THE EXIST NG RIGHT-OF-WAY OF CLOSNER BOULEVARD, A DISTANCE OF 330.00 TO A NA L SET ON THE WEST LINE OF SA D LOT 20, FOR THE SOUTHWEST CORNER AND PO NT OF BEG NNING OF THIS HEREIN DESCR BED TRACT;

1. THENCE, N 08° 31' 22" E ALONG THE WEST L NE OF SA D LOT 20 AND WITH N THE RIGHT-OF-WAY OF CLOSNER BOULEVARD, A DISTANCE OF 132.00 FEET TO A NAIL SET [NORTHING: 16623754 645, EAST NG: 1091987 517] ON THE WEST L NE OF SA D LOT 20, FOR THE NORTHWEST CORNER OF THIS TRACT;
2. THENCE, S 81° 28' 38" E AT A DISTANCE OF 50.00 FEET PASS A NO. 4 REBAR FOUND ON THE EXIST NG EAST RIGHT-OF-WAY LINE OF CLOSNER BOULEVARD, CONT NUING A TOTAL DISTANCE OF 1,320.99 FEET TO A NO. 4 REBAR FOUND [NORTHING: 16623558 868, EAST NG: 1093293 920] ON THE WEST LINE OF WISCONSIN MOBILE HOME COMMUNITY SUBDIVISION PHASE I, ACCORDING TO THE PLAT THEREOF RECORDED N VOLUME 34, PAGE 75, HIDALGO COUNTY MAP RECORDS, FOR THE NORTHEAST CORNER OF THIS TRACT;
3. THENCE, S 08° 47' 32" W ALONG THE WEST LINE OF SA D WISCONSIN MOB LE HOME COMMUNITY SUBDIVISION PHASE I, A DISTANCE OF 132.00 FEET TO A NO. 4 REBAR SET FOR THE SOUTHEAST CORNER OF THIS TRACT;
4. THENCE, N 81° 28' 38" W AT A DISTANCE OF 1,270.37 FEET PASS A NO. 4 REBAR FOUND ON THE EXISTING EAST RIGHT-OF-WAY LINE OF CLOSNER BOULEVARD, CONTINU NG A TOTAL DISTANCE OF 1,320.37 FEET TO THE POINT OF BEGINN NG AND CONTAINING 4.002 ACRES OF WHICH 0.152 OF ONE ACRE LIES WITHIN THE EXIST NG RIGHT-OF-WAY OF CLOSNER BOULEVARD, LEAVING A NET OF 3 850 ACRES OF LAND, MORE OR LESS.

HIDALGO COUNTY IRRIGATION DISTRICT No. 2

THIS PLAT IS HEREBY APPROVED BY THE H DALGO COUNTY IRRIGATION DISTRICT No. 2

ON THIS THE _____ DAY OF _____ 20 ___.

NO IMPROVEMENTS OF ANY (INCLUD NG WITHOUT LIMITATION, TREES, FENCES AND BUILD NG) SHALL BE PLACED UPON H DALGO COUNTY IRRIGATION DISTRICT No. 2 RIGHTS OF WAY OR EASEMENTS.

_____ ATTEST: _____
PRESIDENT SECRETARY

GENERAL PLAT NOTES AND RESTRICTIONS:

1. 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 0030 E ; MAP REVISED: JUNE 6, 2000. REVISED TO REFLECT LOMR MAY 14, 2001
2. THIS PROPERTY IS BEING PROPOSED AS ZONED AS RESIDENTIAL & COMMERCIAL
   RM - RESIDENTIAL, MULTIFAMILY& URBAN DISTRICT & COMMERCIAL, GENERAL DISTRICT.
3. THE FOLLOWING BENCHMARK ARE IDENTIFIED ON THE FACE OF THE PLAT AND ON THE ATTACHED ENGINEERING PLANS, AS PER NAVD 88 (GEOID 2012B) SQUARE CUT TOP OF INLET ELEV. 94.83 N: 16631232.7400' E:1101551.6650'
4. MINIMUM SETBACKS SHALL BE AS FOLLOWS :
   RU-RESIDENTIAL, URBAN AND TOWNHOME
   FRONT: 18.00 FEET OR EASEMENT, WHICHEVER IS GREATER
   REAR: 10.00 FEET OR EASEMENT, WHICHEVER IS GREATER
   SIDE: 5.00 FEET OR EASEMENT, WHICHEVER IS GREATER
   CG-COMMERCIAL GENERAL
   FRONT: 25 FEET OR EASEMENT, WHICHEVER IS GRATER
   REAR: 10.00 FEET OR EASEMENT, WHICHEVER IS GREATER
   SIDE: 10.00 FEET OR EASEMENT, WHICHEVER IS GREATER
5. MINIMUM FINISHED FLOOR ELEVATION TO BE 18" ABOVE TOP OF CURB AT CENTER OF LOT.
6. SITE PLANS MUST BE SUBMITTED FOR CITY APPROVAL PRIOR TO ISSUANCE OF BUILDING PERMIT.
7. REQUIRED STORM SEWER RUNOFF DETENTION FOR THIS SUBDIVISION AS PER THE APPROVED DRAINAGE REPORT: 78,5569 CUBIC FEET (1.804 Ac. Ft.) TO BE PROVIDED ON PROPOSED DETENTION POND.
8. DETENTION PONDS MUST BE MAINTAINED BY THE HOME OWNERS ASSOCIATION AND NOT THE CITY OF EDINBURG.
9. 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.
10. 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.
11. ALL CONSTRUCTION SHALL COMPLY WITH STORM WATER PREVENTION PLAN (SW3P) REQUIREMENTS. EROSION AND SEDIMENTATION CONTROLS CONSTRUCTED IN ACCORDANCE WITH THE STORM WATER ORDINANCE 98.30 OF THE CITY OF EDINBURG ARE REQUIRED FOR ALL CONSTRUCTION ON EACH LOT INCLUDING SINGLE FAMILY AND DUPLEX/MULTI-FAMILY CONSTRUCTION.
12. ALL COMMON ACCESS, PARKING AND LANDSCAPING AREAS WILL BE MAINTAINED BY THE LOT OWNERS.
13. SAID PROPERTY SHALL COMPLY WITH THE MOST CURRENT UNIFIED DEVELOPMENT CODE AND CITY OF EDINBURG REQUIRMENTS 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.
14. A 5-FOOT SIDEWALK WITH ADA RAMPS IS REQUIRED ALONG DAVID RD & CLOSNER BOULEVARD BY DEVELOPER DURING SUBDIVISION CONSTRUCTION. LOT OWNER WILL BE RESPONSIBLE FOR 5 FOOT SIDEWALK AND ADA RAMPS AS PER CITY OF EDINBURG STANDARDS AT BUILDING PERMITS.
15. ALL LOT CORNERS SET 1/2" IRON RODS OR AS NOTED.
16. OUTPARCEL "A" SHALL BE USED FOR THE PURPOSE OF DRAINAGE DETENTION FOR MORNING STAR GARDENS SUBDIVISION ONLY AND CANNOT BE EXCHANGED OR CONVEYED OWNERSHIP; MUST BE FURNISHED AND MAINTAINED BY THE SUBDIVISION DEVELOPER UNTIL A HOME OWNER'S ASSOCIATION IS ESTABLISHED.
17. DRAINAGE EASEMENTS AT OUTPARCEL "A" SHALL BE USED ONLY FOR DETENTION POND MAINTENANCE, NO TEMPORARY OR PERMANENT OR FENCING OF ANY KIND WILL BE ALLOWED.
18. LOT 1 TO BE A COMMERCIAL LOT
19. PURSUANT TO APPLICABLE FIRE SAFETY REGULATIONS, THE INSTALLATION OF ADDITIONAL FIRE HYDRANTS, FIRE DEPARTMENT ACCESS ROAD(S), FIRE RATED CONSTRUCTION, AND OTHER FIRE PROTECTION EQUIPMENT MAY BE MANDATED DURING THE SITE PLAN OR BUILDING PERMIT PROCESS.

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

_____ _____
MAYOR, CITY OF EDINBURG DATE

_____ _____
CITY SECRETARY DATE

STATE OF TEXAS
COUNTY OF HIDALGO

WE, THE UNDERSIGNED, OWNERS OF THE LAND SHOWN ON THIS PLAT, AND DESIGNATED HERE N AS MORNING STAR GARDENS SUBDIVISION TO THE CITY OF EDINBURG, TEXAS AND WHOSE NAME IS SUBSCRIBED HERETO, HEREBY DEDICATE THE FEE TITLE TO THE USE OF THE PUBLIC FOREVER ALL STREETS, ALLEYS, PARKS, WATER COURSES, DRAINS, EASEMENTS AND PUBLIC PLACES, AND SUCH OTHER USES AS THE CITY DESIRES TO MAKE OF SAID PROPERTY THEREON SHOWN FOR THE PURPOSE AND CONS DERATION THERE N EXPRESSED.

_____ _____
SHARON MOORE O'TOOLE- MANAGER DATE
BLISS FAMILY DESCENDANTS LLC
301 MAIN PLAZA No. 354
NEW BRAUNFELS, TEXAS 78130

_____ _____
GLORIA GENE MOORE- MANAGER DATE
BLISS FAMILY DESCENDANTS LLC
301 MAIN PLAZA No. 354
NEW BRAUNFELS, TEXAS 78130

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, ON THIS DAY PERSONALLY APPEARED SHARON MOORE O'TOOLE, AND PROVED TO ME THROUGH HIS TEXAS DEPARTMENT OF PUBLIC SAFETY DRIVERS LICENSE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, WHO, BEING BY ME, F RST DULLY SWORN AND DECLARED THAT THE STATEMENTS THEREIN ARE TRUE AND CORRECT AND ACKNOWLEDGED THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREBY EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ DAY OF _____, 2025.

_____
NOTARY PUBLIC N THE STATE OF TEXAS
MY COMMISSION EXPIRES:

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, ON THIS DAY PERSONALLY APPEARED GLORIA GENE MOORE, AND PROVED TO ME THROUGH HIS TEXAS DEPARTMENT OF PUBLIC SAFETY DRIVERS LICENSE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, WHO, BEING BY ME, F RST DULLY SWORN AND DECLARED THAT THE STATEMENTS THEREIN ARE TRUE AND CORRECT AND ACKNOWLEDGED THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREBY EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ DAY OF _____, 2025.

_____
NOTARY PUBLIC N 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, DO HEREBY CERTIFY THAT THE PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT.

FOR PRELIMINARY REVIEW ONLY

MARIO A. REYNA P.E. DATE:
DATE PREPARED: 04-05-2025
ENGINEERING JOB No. 25000.00

MELDEN & HUNT, INC.
TEXAS REGISTRATION F-1435

STATE OF TEXAS
COUNTY OF HIDALGO:

I, THE UNDERSIGNED, ROBERTO N. TAMEZ, A REGISTERED PROFESSIONAL LAND SURVEYOR, IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THE HEREIN PRESENTED PLAT AND DESCRIPTION OF MORNING STAR GARDENS SUBDIVISION , WERE PREPARED FROM A SURVEY OF THE PROPERTY MADE ON THE GROUND BY ME OR UNDER MY SUPERVISION ON 08/09/2018 , AND THAT IT IS A TRUE AND ACCURATE REPRESENTATION OF THE SUBDIVISION OF THE LANDS HEREON DESCRIBED.

FOR PRELIMINARY REVIEW ONLY

ROBERTO N. TAMEZ, R.P.L.S. # 6238 DATE:
DATE SURVEYED: 08-09-2018
T-105, PAGE. 39-40
SURVEYING JOB No. 18150.08

STATE OF TEXAS
COUNTY OF HIDALGO

APPROVED BY DRAINAGE DISTRICT:

HIDALGO COUNTY DRA NAGE DISTRICT NO.1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE M NIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER TEXAS WATER CODE §49 211 (C). THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERT FY THAT THE DRAINAGE STRUCTURES DESCR BED ARE APPROPRIATE FOR THE SPECIFIC SUBDIVISION BASED ON GENERALLY ACCEPTED ENGINEER NG CRITERIA. IT IS THE RESPONS BILITY OF THE DEVELOPER AND HIS/HER ENGINEER TO MAKE THEIR DETERMINATIONS.

HIDALGO COUNTY DRA NAGE DISTRICT NO.1

_____ _____
RAUL E. SES N, P.E., C.F.M. DATE
GENERAL MANAGER

"I, THE UNDERSIGNED, CHA RPERSON OF THE PLANN NG AND ZONING COMMISSION OF THE CITY OF EDINBURG, TEXAS DO HEREBY CERTIFY THE SUBDIVISION PLAT KNOWN AS MORN NG STAR GARDENS SUBDIVISION CONFORMS TO ALL SUBDIVISION REQUIREMENTS OF THIS CITY WHEREIN MY APPROVAL IS REQUIRED AND HAS BEEN

APPROVED FOR RECORD NG ON THIS THE _____ DAY OF _____, 2025.

_____
CHA RPERSON
PLANNING AND ZON NG COMMISSION

FILED FOR RECORD IN
HIDALGO COUNTY
ARTURO GUAJARDO, JR.
HIDALGO COUNTY CLERK

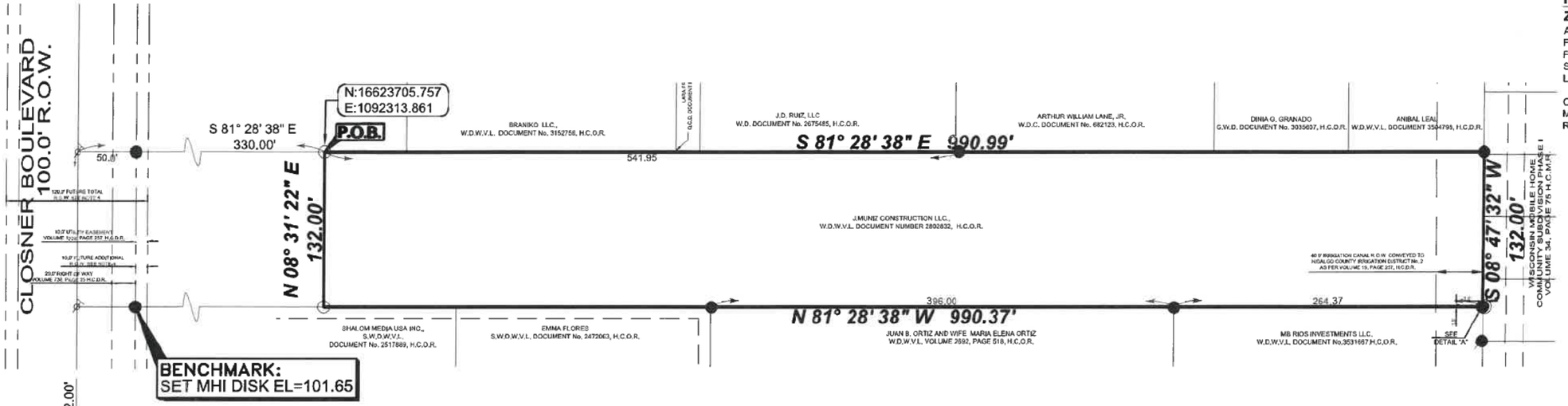
ON: _____ AT _____ AM/PM
INSTRUMENT NUMBER _____
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS

BY: _____ DEPUTY

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
TBPLS No. 10096900
TBPE No. F-1435

PR NCIPAL CONTACTS	NAME	ADDRESS	CITY & Z P	PHONE	FAX
OWNER:	SHARON MOORE O'TOOLE, MANAGER GLORIA GENE MOORE, MANAGER	115 W. Mc NTYRE	EDINBURG, TX 78540	C/O 956-381-0981	C/O 956-381-1839
ENG NEER:	MARIO A. REYNA, P.E.	115 W. Mc NTYRE	EDINBURG, TX 78541	(956) 381-0981	(956) 381-1839
SURVEYOR:	ROBERTO N. TAMEZ, R P.L.S.	115 W. Mc NTYRE	EDINBURG, TX 78541	(956) 381-0981	(956) 381-1839

DRAWN BY: _A.D._____ DATE 04-05-2025
REVISED BY: _____ DATE _____
SURVEYED, CHECKED _____ DATE _____
FINAL CHECK _____ DATE _____



FLOOD ZONE

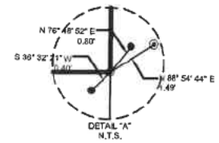
ZONE "X" (SHADED)

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.

COMMUNITY-PANEL NUMBER: 480338 0030 E
MAP REVISED: JUNE 6, 2000
REVISED TO REFLECT LOMR: MAY 14, 2000

N

SCALE:1"=100'



PLAT SHOWING 3.002 ACRES OUT OF LOT 20, KELLY-PHARR SUBDIVISION, VOLUME 3, PAGES 133-134, H.C.D.R. HIDALGO COUNTY, TEXAS

LEGEND

- FOUND No.4 REBAR
- FOUND 1" PIPE
- SET MHI DISK
- SET No.4 REBAR WITH PLASTIC CAP STAMPED MELDEN & HUNT

A-A -	EDGE OF ASPHALT TO EDGE OF ASPHALT
F.F. -	FINISHED FLOOR
R.O.W. -	RIGHT OF WAY
H.C.D.R. -	HIDALGO COUNTY DEED RECORDS
H.C.M.R. -	HIDALGO COUNTY MAP RECORDS
H.C.O.R. -	HIDALGO COUNTY OFFICIAL RECORDS
S.W. COR. -	SOUTHWEST CORNER
P.O.B. -	POINT OF BEGINNING
P.O.C. -	POINT OF COMMENCING
W.D. -	WARRANTY DEED
S.W.D. -	SPECIAL WARRANTY DEED
C.T.D. -	CORRECTION TRUSTEE DEED
G.W.G.D. -	GENERAL WARRANTY GIFT DEED
W.D.W.V.L. -	WARRANTY DEED WITH VEMDOR'S LIEN
N.T.S. -	NOT TO SCALE
Ac. -	OF ONE ACRE
SQ. FT. -	SQUARE FEET

THE UNDERSIGNED HEREBY CERTIFIES THAT THIS SURVEY AS DESCRIBED HEREON, WAS MADE ON THE GROUND ON 03/24/25 UNDER MY DIRECTION, THAT THE ONLY IMPROVEMENTS ON THE GROUND ARE AS SHOWN, THAT THERE ARE NO VISIBLE ENCROACHMENTS, VISIBLE OVERLAPPING, APPARENT CONFLICTS, OR VISIBLE EASEMENTS, EXCEPT AS SHOWN HEREON.

07/03/2025

ROBERTO N. TAMEZ, RPLS No. 6238 DATE:



NOTES:

1. SURVEY IS VALID ONLY IF PRINT HAS ORIGINAL SEAL & SIGNATURE OF SURVEYOR.
2. SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT WHICH MAY SHOW ADDITIONAL EASEMENTS AFFECTING THIS TRACT. THE SURVEYOR IS ADVISING THE RECIPIENT OF THIS PLAT THAT ADDITIONAL EASEMENTS MAY AFFECT THIS TRACT.
3. ALL BEARINGS AND DISTANCES ARE BASED ON GRID COORDINATES.
4. CLOSNER BOULEVARD IS BEING SHOWN AS AN EXISTING PRINCIPAR ARTERIAL 120' AS PER THE 2015, THOROUGHFARE PLAN ADMENDMENTS, APPROVED BY TRANSPORTATION POLICY COMMITTEE, FEBRUARY 18, 2016, APPROVED BY COUNTY COMMISSIONER'S COURT, MARCH 22, 2015, RESOLUTION 2016-05. CURRENTLY CLOSNER BOULEVARD HAS A RIGHT-OF-WAY OF 100.00 FEET.

MELDEN & HUNT INC.
CONSULTANTS • ENGINEERS • SURVEYORS
TBPLS No. 10096900

BOOK: T-1065, PG.39 - 40
DATE: 05/12/2025
JOB No. 25053.07
FILE NAME:
2053.00.007_1 RES LOT
DRAWN BY: J.C./J.G./M.L.S.

115 W. McINTYRE
EDINBURG, TX 78541
PH: (956) 381-0981
FAX: (956) 381-1839
ESTABLISHED 1947
www.meldenandhunt.com

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THE CITY OF Edinburg
PLANNING AND ZONING DEPARTMENT

ZONE CHANGE APPLICATION

Case # : R2NE-2025-0289 **Today's Date:** 7/10/25

OWNER INFORMATION

Name: Shalom Media USA, Inc. **Phone No. :** [redacted]

Contact Name: Toby Raju Manimalethu

Mailing Address: [redacted] **City:** [redacted] **Zip:** [redacted]

Email Address: [redacted]

APPLICANT INFORMATION

Name: Melden & Hunt, Inc. **Phone No. :** [redacted]

Contact Name: Mario A. Reyna

Mailing Address: [redacted] **City:** [redacted] **Zip:** [redacted]

Email Address: [redacted]

PROPERTY INFORMATION

Address/Location being Rezoned: 3420 S. Bus Hwy 281

Legal Description of Property: **Property ID(s):** 201759

3.002 Acres o/o Lot 20 Kelly Pharr Subdivision will be rezoned from RS to RU & CG to RU

Zone Change: From: _____ **To:** _____

Existing Land Use: Vacant Land (Partial commercial general and residential suburban zoning)

Reason for Zone Change: Proposing Townhome development due to narrow and elongated lot

Mario A. Reyna
(Please Print Name)

Signature

AMOUNT PAID $ _____ **RECEIPT NUMBER** _____

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

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

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

OWNER NOTIFICATION LIST REPORT

PID:594188 DELGADO THELMA
[redacted]

PID:594187 GUERRERO HUGO A & LILEANA A
[redacted]

PID:594189 ALDERETE GUILLERMO
[redacted]

PID:594218 NINO MARIA
[redacted]

PID:594221 REYES RICARDO ET AL
[redacted]

PID:594184 GONZALEZ JUAN & MA ANGELICA
[redacted]

PID:594190 LOSOYO JAVIER
[redacted]

PID:594183 CANTU JOSE & MARY ELLEN
[redacted]

PID:594223 SANDOVAL ADHARA
[redacted]

PID:594225 GARCIA RENE JR
[redacted]

PID:594220 BARKER WILLIAM WESLEY
[redacted]

PID:594217 DE LA TORRE JOSUE
[redacted]

PID:594191 RUIZ JOSE MONDRAGON & JOSE
[redacted]

PID:594219 GUERRERO CARLOS I & ANA L ALMAGUER
[redacted]

PID:594222 GARCIA BLAS M & AMALIA H
[redacted]

PID:594186 GARCIA RENE JR
[redacted]

PID:594179 RODRIGUEZ MARY B
[redacted]

PID:594185 VEGA JORGE LUIS
[redacted]

PID:594224 GARCIA RENE JR
[redacted]

PID:603806 SHALOM MEDIA USA INC
[redacted]

PID:201766 GARCIA SAMUEL RENE
[redacted]

PID:201767 TEMPLETON JERRY G & VERONICA M
[redacted]

PID:201757 CENTRE OFFICES LLC
[redacted]

PID:201769 CENTRE OFFICES LLC
[redacted]

PID:201760 BRANIKO LLC
[redacted]

PID:201761 LARA FRANCISCO
[redacted]

PID:201765 LEAL ANIBAL
[redacted]

PID:201772 DURGA PROPERTIES LTD
[redacted]

PID:201777 JD RUIZ LLC
[redacted]

PID:201759 SHALOM MEDIA USA
[redacted]

PID:603836 FLORES EMMA
[redacted]

PID:201771 ORTIZ MARIA HELENA AKA MARIA ELENA ORTIZ
[redacted]

PID:201762 H & E TIJERINA CHILDREN'S FAMILY LIMITED PARTNERSHIP
[redacted]

PID:594226 GARCIA KRISTY ANN
[redacted]

PID:201755 CORONADO PABLO JR & PEGGY L
[redacted]

PID:594182 GALLEGOS LIDIA MARIE ET AL
[redacted]

PID:594180 IBARRA SANDRA
[redacted]

PID:594181 ROJAS TOMAS
[redacted]

PID:201770 MB RIOS INVESTMENTS LLC
[redacted]

PID:201774 GRANADOS DINA G
[redacted]

ORDINANCE NO. _____

AN ORDINANCE AMENDING, SUPPLEMENTING, AND CHANGING THE BOUNDARIES OF COMMERCIAL, GENERAL (CG) DISTRICT AND RESIDENTIAL, SUBURBAN (RS) DISTRICT TO RESIDENTIAL, URBAN (RU) AND TOWNHOME DISTRICT, BEING 3.002 ACRES OUT OF LOT 20, KELLY-PHARR SUBDIVISION, VOLUME 3, PAGES 133-134, H.C.D.R. LOCATED AT 3420 SOUTH BUSINESS HIGHWAY 281, EDINBURG, HIDALGO COUNTY, TEXAS, FROM ONE DISTRICT TO ANOTHER; PROVIDING A REPEALER CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE; PROVIDING FOR CODIFICATION; PROVIDING A WAIVER OF THE THREE (3) SEPARATE READINGS; AND ORDAINING OTHER PROVISIONS RELATED TO THE SUBJECT MATTER HEREOF.

WHEREAS, the owner of the herein described real estate has submitted to the Planning and Zoning Commission of the City of Edinburg, Texas, a proposed amendment, and the proposed supplement and change to the boundaries of the Commercial, General (CG) District and Residential, Suburban (RS) District to Residential, Urban (RU) and Townhome District, as set out in the Unified Development Code of the City of Edinburg, Texas, heretofore finally passed, approved, and adopted by said City Council on the 9th day of August, 2022. Such proposed amendment is to change the zoning of a 3.002 Acres Out of Lot 20, Kelly-Pharr Subdivision, Volume 3, Pages 133-134, H.C.D.R., from Commercial, General (CG) District and Residential, Suburban (RS) District to Residential, Urban (RU) and Townhome 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 August 14, 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 September 2, 2025 at 6:00 P.M., in the Edinburg City Hall, City Council Chambers, located at 415 West University Drive, Edinburg, Texas, which time was not less than 15 days nor more than 20 days from the date of publication, and that said public hearing was held at such time and place, and all of which procedure in the giving of notice and the holding of said public hearing is hereby ratified and confirmed as meeting all the requirements of said Unified Development Code of the City of Edinburg, Texas and applicable statutes; and

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

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

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

SECTION II. The zoning of the first above-described property is hereby changed from Commercial, General (CG) District and Residential, Suburban (RS) District to Residential, Urban (RU) and Townhome District and the boundaries of said Districts are hereby amended, supplemented and changed so as to delete the said area from the said Commercial, General (CG) District and Residential, Suburban (RS) District and added to the Residential, Urban (RU) and Townhome 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 2nd day of September 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, BEING 3.002 ACRES OUT OF LOT 20, KELLY-PHARR SUBDIVISION, VOLUME 3, PAGES 133-134, H.C.D.R. LOCATED AT 3420 SOUTH BUSINESS HIGHWAY 281, EDINBURG, EDINBURG, HIDALGO COUNTY, TEXAS, SHOULD BE FOR AUTO-URBAN USES; PROVIDING A REPEALER CLAUSE; PROVIDING A SAVINGS CLAUSE, PROVIDING FOR PUBLICATION AND EFFECTIVE DATE; PROVIDING A WAIVER OF THREE (3) SEPARATE READINGS; AND ORDAINING OTHER PROVISIONS RELATED TO THE SUBJECT MATTER THEREOF.

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

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

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

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

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

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

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

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

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

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

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

READ, CONSIDERED, PASSED AND APPROVED at a regular meeting of the City Council of the City of Edinburg, Texas, at which a quorum was present and which was held in accordance with V.T.C.A., Government Code, Section 551.041, on the 2nd day of September, 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: September 2, 2025
PUBLIC HEARINGS
Agenda Item No: 7.B.
Comprehensive Plan Amendment and Rezoning Request - Vaquero Ventures

1. **Agenda Item:**
Hold Public Hearing and Consider the Ordinances Providing for the Comprehensive Plan Amendment from Auto-Urban Uses to General Commercial Uses and the Rezoning Request from Residential, Multi-Family (RM) District to Commercial, General (CG) District, 1.209 Acres Out of Lot 13, Block C, Amended Map of Edinburg, Volume 1, Page 23, H.C.M.R., City of Edinburg, Hidalgo County, Texas, Located at 221 East Schunior Street, as Requested by Vaquero Ventures. [Jaime Acevedo, Director of Planning & Zoning]

2. **Description:**
This property is located at the northeast corner of E. Schunior Street and N. Business Highway 281 (Closner Blvd). The property is currently zoned Residential, Multi-Family (RM) District which is intended to accommodate various multi-family residential uses (2 or more dwelling units on a single lot). The district includes auto-urban and higher densities meant to meet the community's need for infill and rental housing. The property has a total lot frontage of E. Schunior Street and N. Business Highway 281 (Closner Blvd) and a lot depth of 295.00 feet to its deepest point for a total of 1.209 acres. The requested zoning designation is Commercial, General (CG) District, which is the primary commercial district, meant to accommodate a wide range of commercial uses, including highway service uses and community or regional commercial, office, and service uses. Currently the lot sits vacant. The property was zoned Residential, Multi-Family (RM) District on October 4, 2022. The applicant is proposing to construct a convenience store at said location.

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

Staff mailed a notice of the public hearing to 21 neighboring property owners on Friday, August 1, 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 August 13, 2025.

On August 8, 2025 Planning staff met with City of Edinburg development departments to discuss the proposed rezoning. It was determined infrastructure in this area may support the proposed development.

On August 14, 2025, the Planning & Zoning Commission recommended with a vote of 7-0 to approve the Comprehensive Plan Amendment and the Rezoning Request.

3. **Staff's Recommendation:**
Staff recommends approval of the Comprehensive Plan Amendment from Auto-Urban Uses to General Commercial Uses and the Rezoning Request from Residential, Multi-Family (RM) District to Commercial, General (CG) District, based on existing land uses and the character of the area. If approved, the applicant will need to comply with all requirements during the permitting process

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

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

Prepared by:
Rita Guerrero, Assistant Director of Planning and Zoning

Attachments:

A. City Council Agenda Packet Attachments
B. Ordinance

MEETING DATES:
PLANNING & ZONING COMMISSION – 08/14/2025
CITY COUNCIL – 09/02/2025
DATE PREPARED – 08/06/2025

STAFF REPORT
GENERAL INFORMATION

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

APPLICANT: Rio Properties Interests, INC.

AGENT: Vaquero Ventures

LEGAL: 1.209 Acres Out of Lot 13, Block C, Amended Map of Edinburg, Volume 1, Page 23, H.C.M.R., City of Edinburg, Hidalgo County, Texas

LOCATION: 221 East Schunior Street

LOT/TRACT SIZE: 1.209Acres

CURRENT USE: Vacant

PROPOSED USE: Commercial, General (CG) District

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

ADJACENT ZONING:
North – Residential, Multi-Family (RM) District
South – Residential, Multi-Family (RM) District
East – Residential, Multi-Family (RM) District
West – Commercial, General (CG) 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 General Commercial Uses and the Rezoning Request from Residential, Multi-Family (RM) District to Commercial, General (CG) District

COMPREHENSIVE PLAN AMENDMENT
REZONING REQUEST
VAQUERO VENTURES

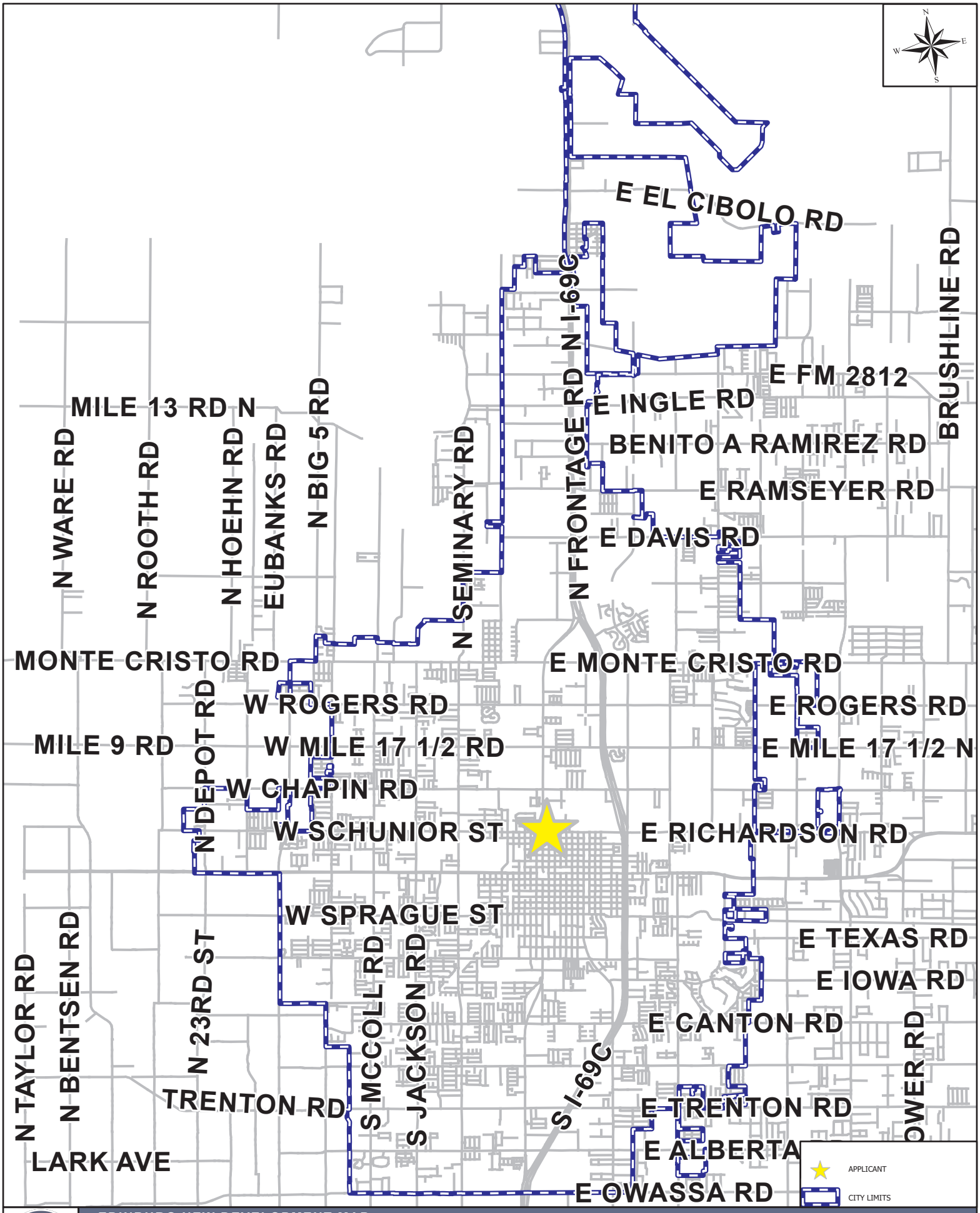
EVALUATION

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

1. Property currently sits vacant.
2. Surrounding land consists of commercial and residential uses and vacant land.
3. The proposed zoning is not consistent with the Future Land Use Plan.
4. he applicant is proposing to construct a convenient store at said location.

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

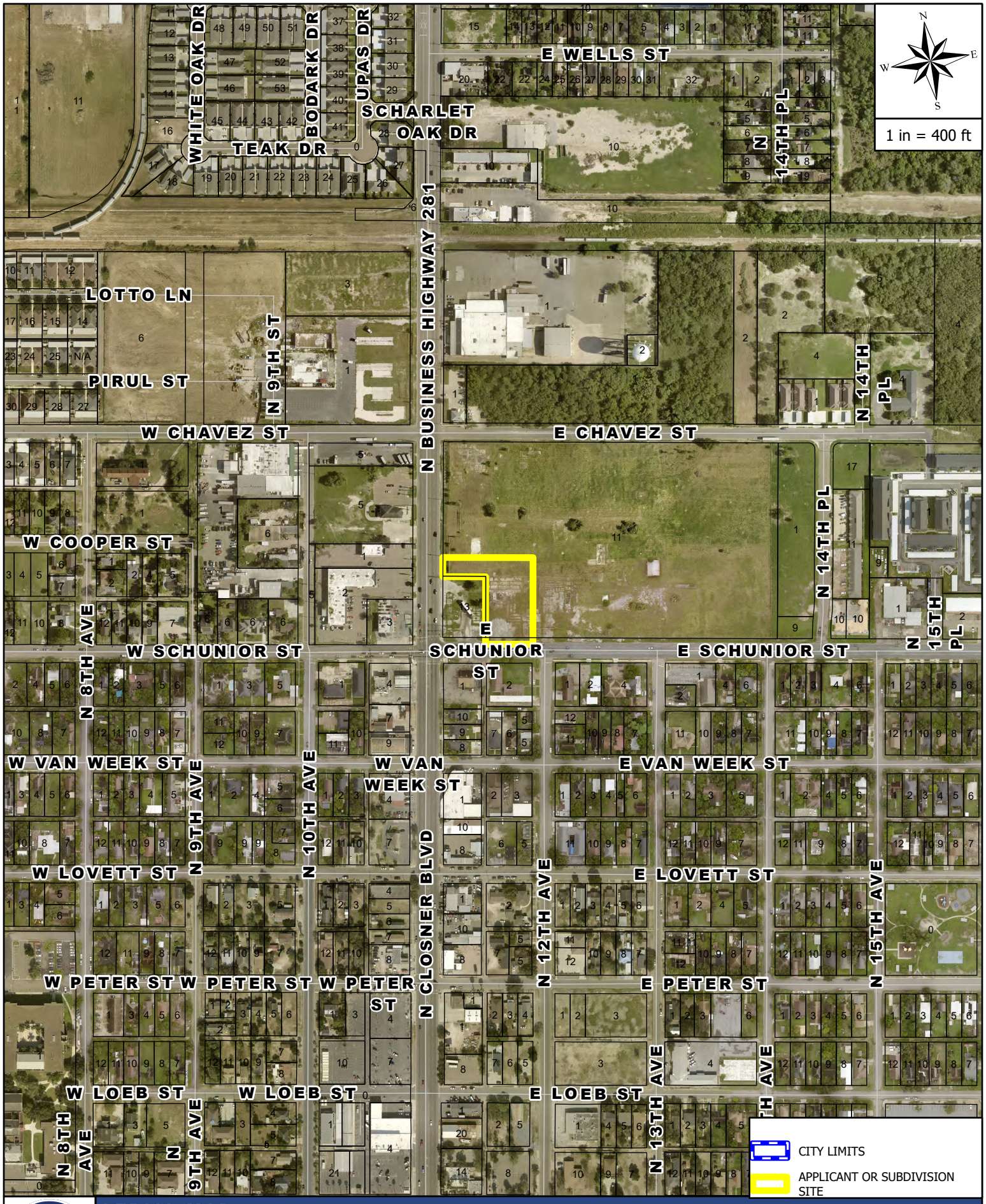
Staff mailed a notice of the public hearing to 21 neighboring property owners on Friday, August 1, 2025, and received no comments in favor or against this request at the time this report was prepared. Notice of this public hearing was published in the newspaper on August 13, 2025.



EDINBURG NEW DEVELOPMENT MAP

APPLICANT AND/OR SUBDIVISION:

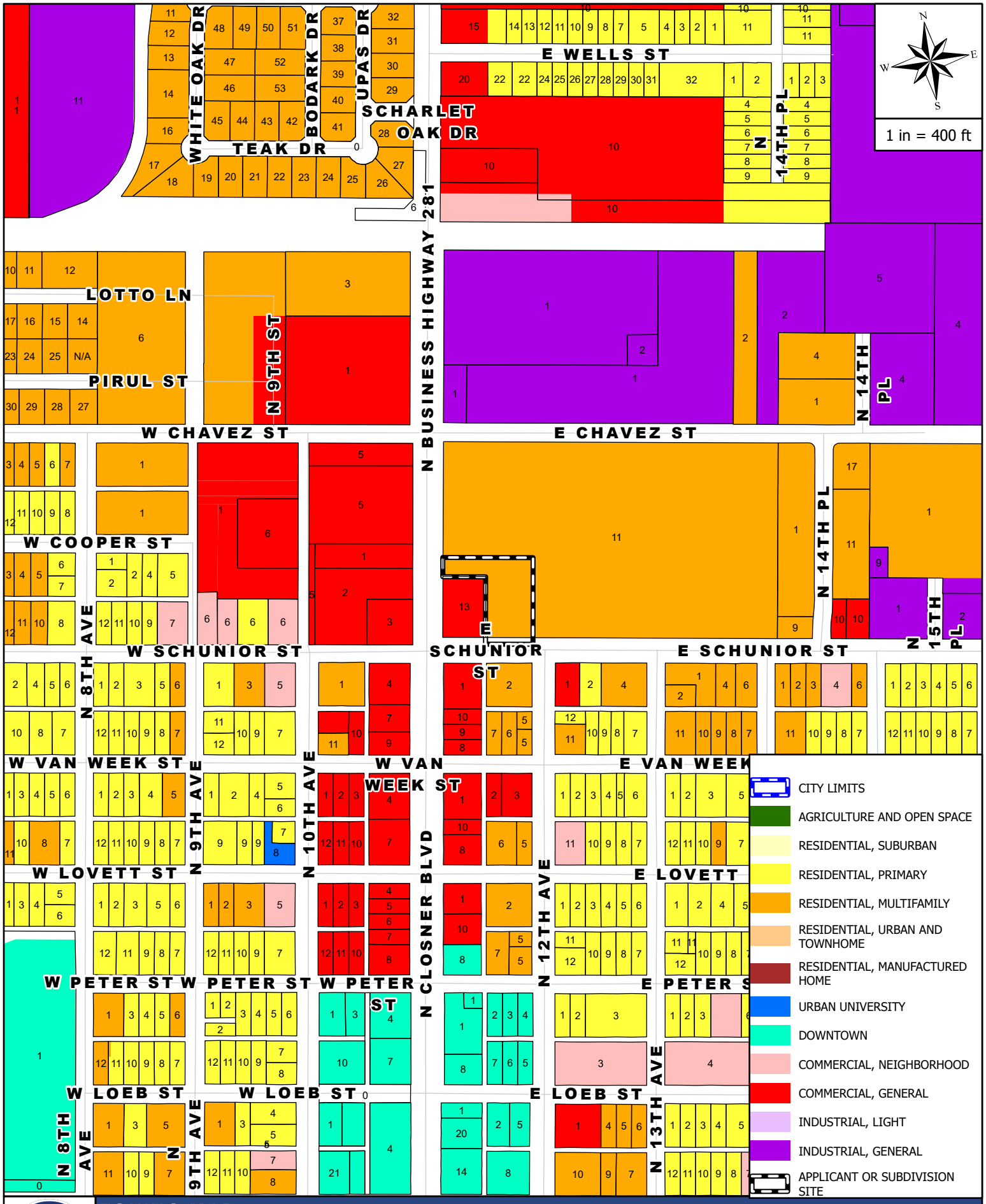
RZNE-2025-0293 221 E SCHUNIOR ST



AERIAL MAP

APPLICANT AND/OR SUBDIVISION:

RZNE-2025-0293 221 E SCHUNIOR ST

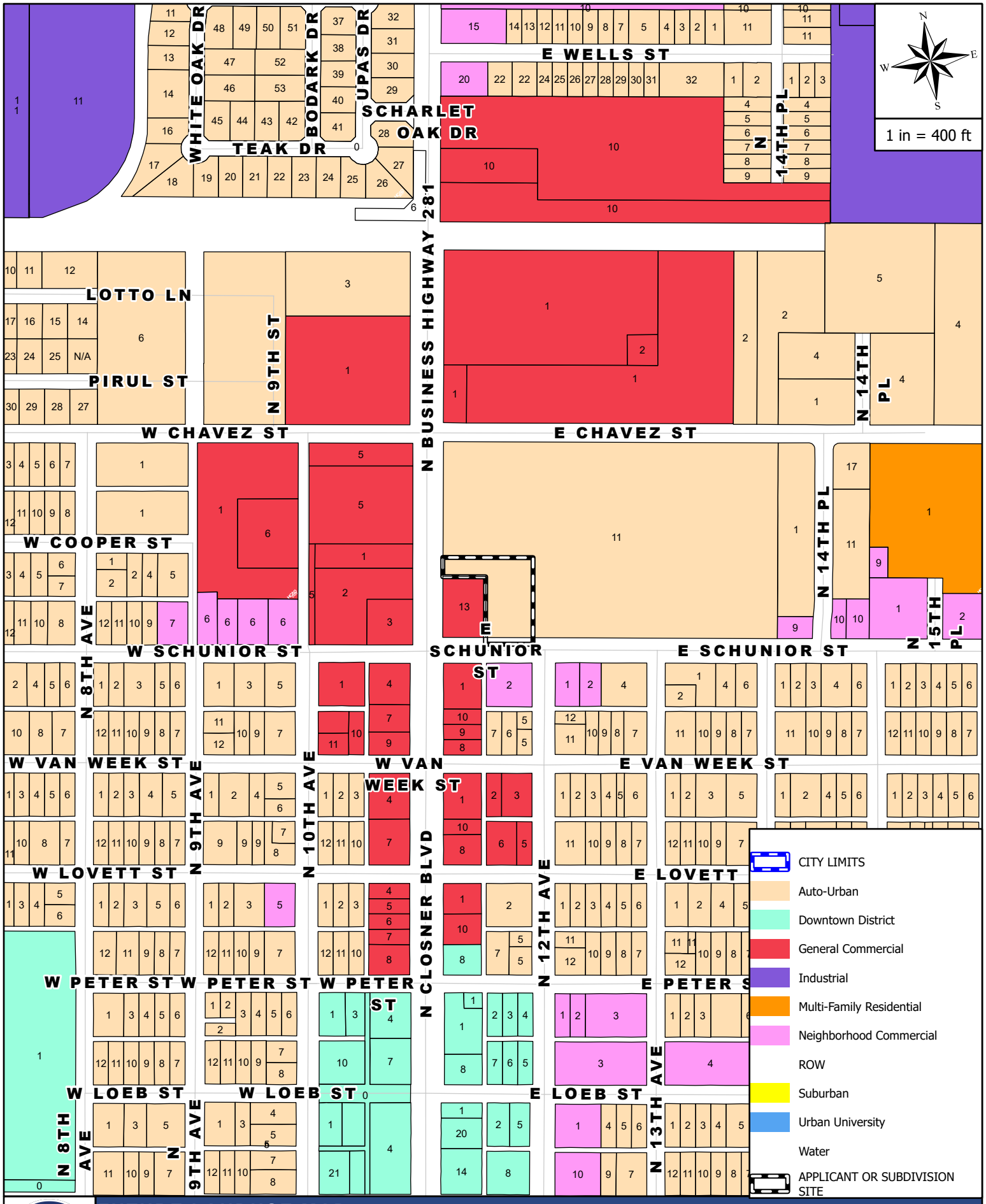


THE CITY OF EDINBURG TEXAS

ZONING MAP

APPLICANT AND/OR SUBDIVISION:

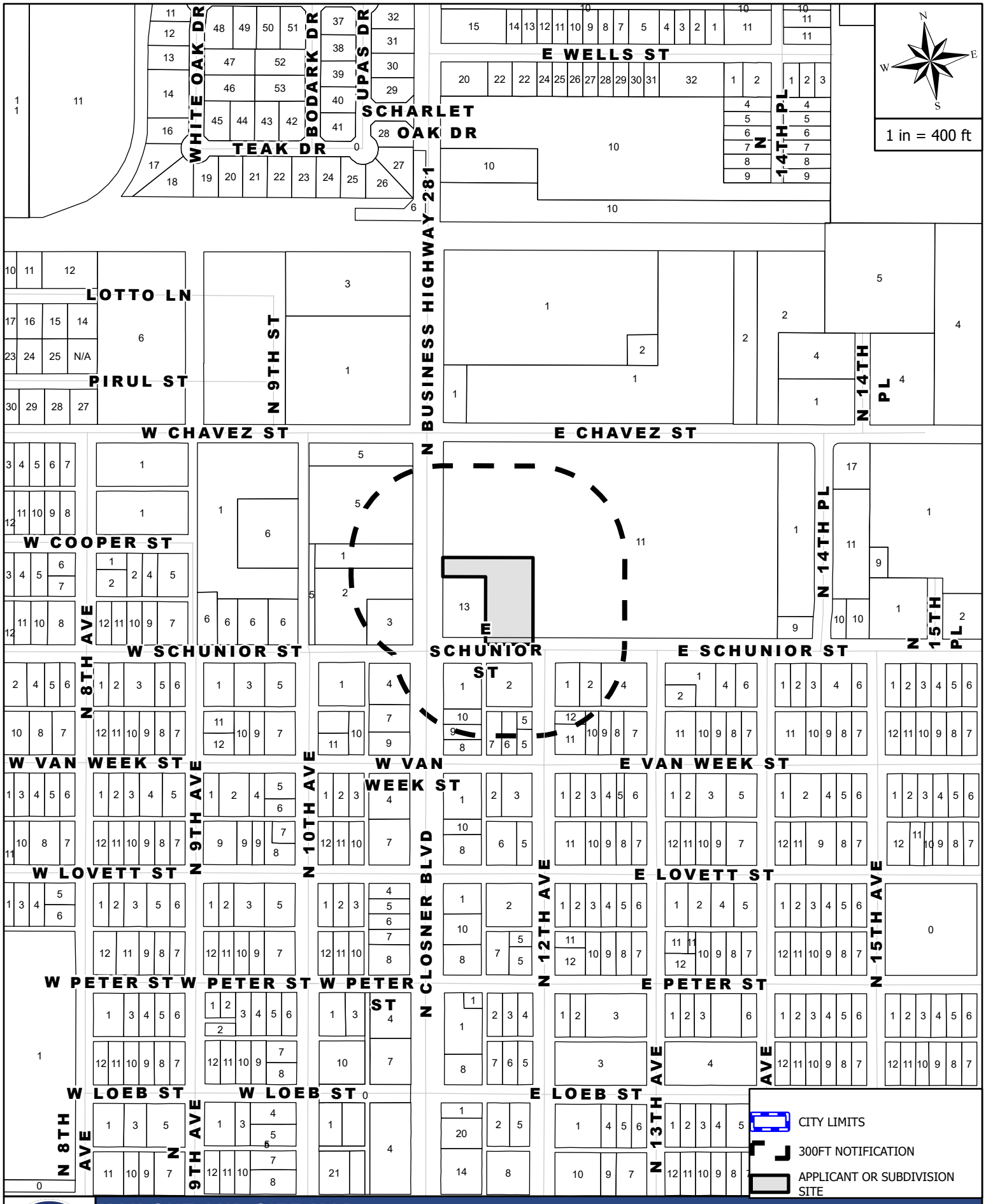
RZNE-2025-0293 221 E SCHUNIOR ST



FUTURE LANDUSE MAP

APPLICANT AND/OR SUBDIVISION:

RZNE-2025-0293 221 E SCHUNIOR ST



MAILOUT AND SITE MAP

APPLICANT AND/OR SUBDIVISION:

RZNE-2025-0293 221 E SCHUNIOR ST

Rezoning Request Site Photo

Vaquero Venture

221 E Schunior St



TIDE PRODUCTS, INC.
A CORPORATION WARRANTY DEED
VOLUME 1486, PAGE 564, H.C.D.R.

S 81° 08' 01" E 295.00'

N 08° 51' 59" E 63.00'

N 81° 08' 01" W 140.00'

P.O.B.
N:16637797.642
E:1095329.651

BLOCK "B"

S 08° 51' 59" W 250.00'

CLOSNER STREET
100.0' R.O.W.

N 08° 51' 59" E 220.00'

PC3 PROPERTIES LLC
WARRANTY DEED
DOCUMENT No. 3490854, H.C.O.R

LOT 13 "C"
BLOCK

N 08° 51' 59" E 220.00'

TIDE PETROLEUM PRODUCTS INC.
VOLUME 762, PAGE 193, H.C.D.R.

1.209 - ACRE TOTAL
0.071 - OF ONE ACRE OF SCHUNIOR ROAD
1.138 - ACRES NET

S 08° 51' 59" W 283.00'

63.00

LOT 12

N

SCALE:1"=50'

DETAIL "A"
N.T.S.

N 00° 41' 32" E
1.53'

DETAIL "B"
N.T.S.

N 03° 29' 08" W
1.21'

DETAIL "A"

DETAIL "B"

20.0' R.O.W. EASEMENT
VOLUME 994, PAGE 504, H.C.D.R.

20.00

20.0' R.O.W. EASEMENT
VOLUME 979, PAGE 228, H.C.D.R.

20.00

N 81° 08' 01" W
155.00'

P.O.C.
S.W. COR.
LOT 10
BLOCK C

SCHUNIOR ST.
80.0' R.O.W.

LEGEND

- FOUND No.4 REBAR
- FOUND PIPE
- FOUND "X" MARK ON CONCRETE
- SET NAIL
- SET No.4 REBAR WITH PLASTIC CAP STAMPED MELDEN & HUNT

N.T.S. - NOT TO SCALE
R.O.W. - RIGHT OF WAY
H.C.M.R. - HIDALGO COUNTY MAP RECORDS
H.C.D.R. - HIDALGO COUNTY DEED RECORDS
H.C.O.R. - HIDALGO COUNTY OFFICIAL RECORDS
S.W. COR. - SOUTHWEST CORNER
P.O.B. - POINT OF BEGINNING
P.O.C. - POINT OF COMMENCING
LL - LOT LINE
PL - PROPERTY LINE

NOTES:

1. SURVEY IS VALID ONLY IF PRINT HAS ORIGINAL SEAL AND SIGNATURE OF SURVEYOR.
2. BEARING BASIS IS FROM THE PIPE FOUND AT THE NORTHWEST CORNER OF SUBJECT TRACT AND THE No. 4 REBAR FOUND AT THE NORTHEAST CORNER OF SUBJECT TRACT.
3. ALL BEARINGS AND DISTANCES AS PER TEXAS COORDINATE SYSTEM SOUTH ZONE 4205, GRID COORDINATES.
4. SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT WHICH MAY SHOW EASEMENTS AFFECTING THIS TRACT. THE SURVEYOR IS ADVISING THE RECIPIENT OF THIS PLAT THAT EASEMENTS MAY AFFECT THIS TRACT.
5. ELEVATION DATUM PER NAVD 88 (GEOID 2012B)

THE UNDERSIGNED HEREBY CERTIFIES THAT THIS SURVEY AS DESCRIBED HEREON, WAS MADE ON THE GROUND ON 01/13/2025 UNDER MY DIRECTION, THAT THE ONLY IMPROVEMENTS ON THE GROUND ARE AS SHOWN, THAT THERE ARE NO VISIBLE ENCROACHMENTS, VISIBLE OVERLAPPING, APPARENT CONFLICTS, OR VISIBLE EASEMENTS, EXCEPT AS SHOWN HEREON.

ROBERTO N. TAMEZ, RPLS No. 6238 DATE: 07/18/2025

STATE OF TEXAS
REGISTERED
ROBERTO N. TAMEZ
6238
PROFESSIONAL
LAND SURVEYOR

PLAT SHOWING
1.209 ACRES OUT OF
LOT 13, BLOCK C
AMENDED MAP OF EDINBURG
VOLUME 1, PAGE 23, H.C.M.R.
CITY OF EDINBURG,
HIDALGO COUNTY, TEXAS

MELDEN & HUNT INC.
CONSULTANTS • ENGINEERS • SURVEYORS
TBPELS No.10096900

BOOK: T-, PG.
DATE: 07/17/2025
JOB No. 25110.00
FILE NAME: 25110.02
REVISED-COZ_ABSTRACT
DRAWN BY: A.P, M.L.S.

115 W. McINTYRE
EDINBURG, TX 78541
PH: (956) 381-0981
FAX: (956) 381-1839
ESTABLISHED 1947
www.meldenandhunt.com

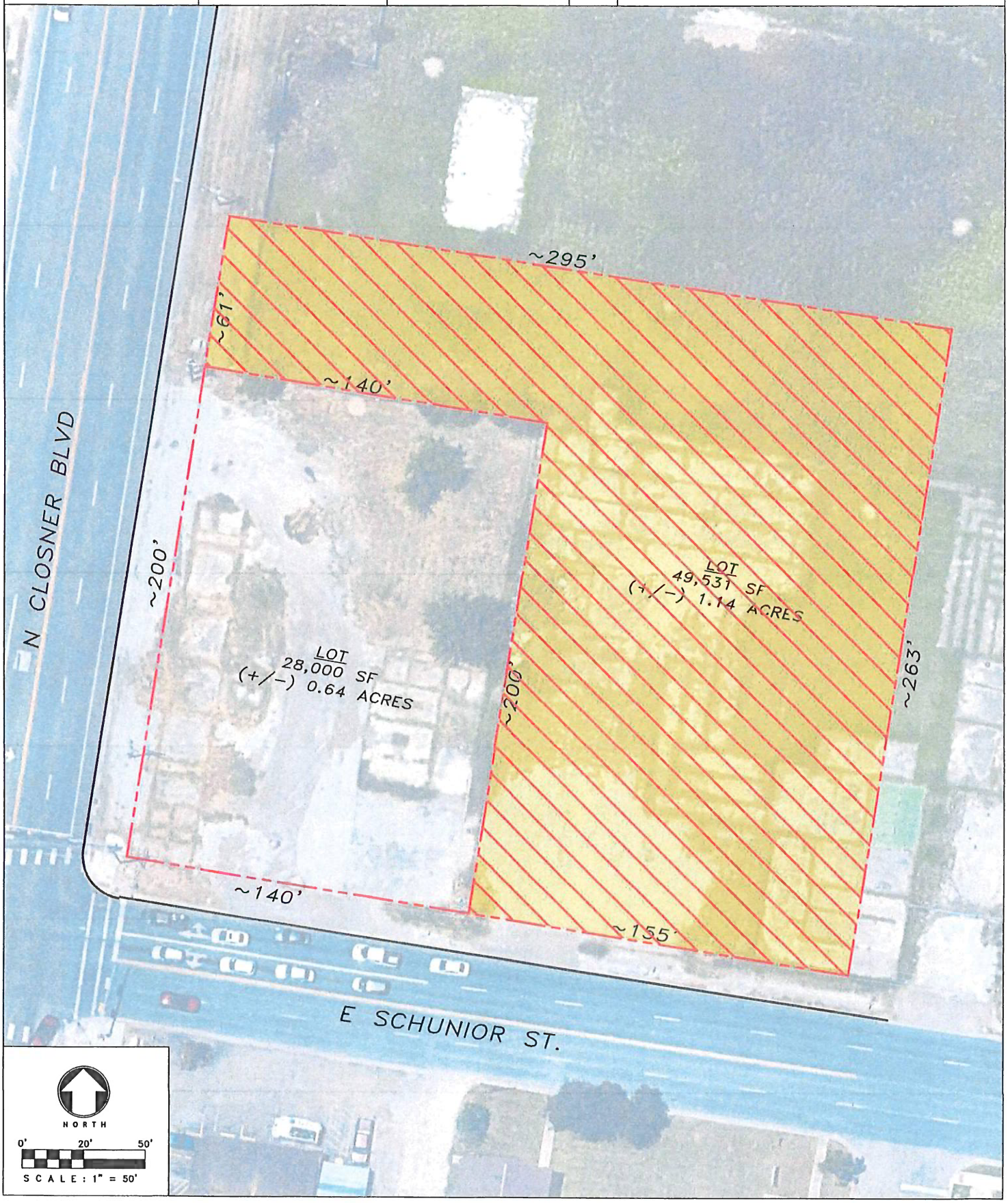
© COPYRIGHT 2025 MELDEN & HUNT, INC. ALL RIGHTS RESERVED

PRELIMINARY SITE PLAN

CLOSNER & E SCHUNIOR RD.
EDINBURG, TX - 78541

PROTOTYPE:	N/A	DEVELOPER		DESIGNER	DATE
BLDG/SALES SF:	N/A	COMPANY:	VAQUERO VENTURES	COMPANY: VAQUERO VENTURES	01/22/25
ACREAGE:	(+/-) 1.78 ACRES	NAME:	W.A. LANDRETH	NAME: DOUGLAS D. OBI	
PARKING PROVIDED:	N/A	PHONE #:	N/A	PHONE #: N/A	

NOTES:
1. THIS PRELIMINARY SITE PLAN IS FOR PLANNING PURPOSES ONLY.
2. THIS PRELIMINARY SITE PLAN MUST BE REVIEWED BY ALL GOVERNING JURISDICTIONS FOR COMPLIANCE.
3. ALL EXISTING CONDITIONS MUST BE VERIFIED.
4. ALL MEASUREMENTS ARE ESTIMATED.

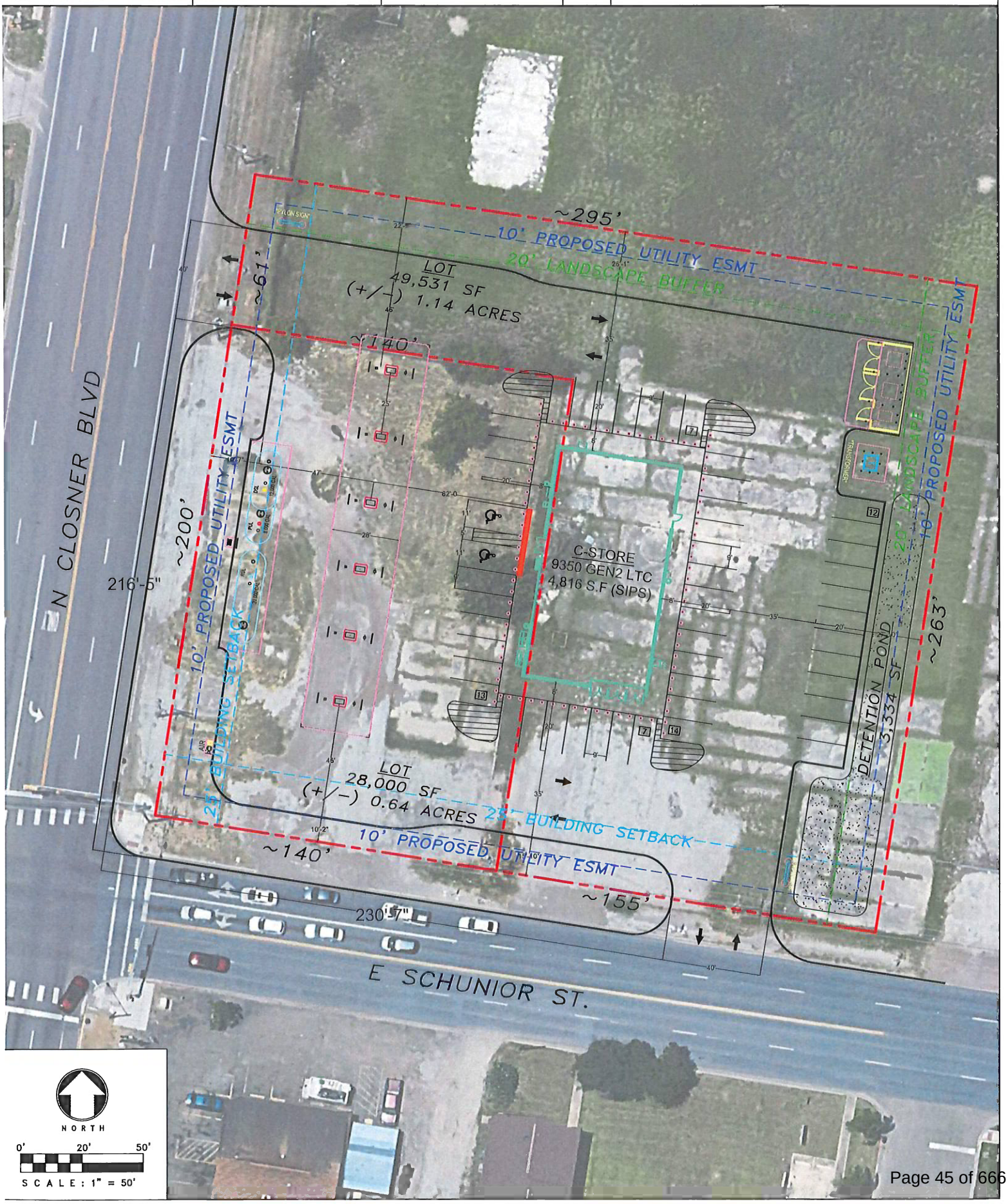


PRELIMINARY SITE PLAN

CLOSNER & E SCHUNIOR RD.
EDINBURG, TX - 78541

PROTOTYPE:	C-STORE	DEVELOPER		DESIGNER	DATE
BLDG/SALES SF:	4,816 S.F	COMPANY:	VAQUERO VENTURES	COMPANY: VAQUERO VENTURES	06/02/25
ACREAGE:	(+/-) 1.78 ACRES	NAME:	W.A. LANDRETH	NAME: DOUGLAS D. OBI	
PARKING PROVIDED:	53 SPACES	PHONE #:	N/A	PHONE #: N/A	

NOTES:
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3. ALL EXISTING CONDITIONS MUST BE VERIFIED.
4. ALL MEASUREMENTS ARE ESTIMATED.



PRELIMINARY SITE PLAN

CLOSNER & E SCHUNIOR RD.
EDINBURG, TX - 78541

PROTOTYPE:	N/A	DEVELOPER		DESIGNER	DATE
BLDG/SALES SF:	N/A	COMPANY:	VAQUERO VENTURES	COMPANY: VAQUERO VENTURES	01/22/25
ACREAGE:	(+/-) 1.78 ACRES	NAME:	W.A. LANDRETH	NAME: DOUGLAS D. OBI	
PARKING PROVIDED:	N/A	PHONE #:	N/A	PHONE #: N/A	

NOTES:
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3. ALL EXISTING CONDITIONS MUST BE VERIFIED.
4. ALL MEASUREMENTS ARE ESTIMATED.



THE CITY OF Edinburg
PLANNING AND ZONING DEPARTMENT

ZONE CHANGE APPLICATION

Today's Date: 07/14/2025

Case # : RZNE-2025-0293

OWNER INFORMATION

Name: Rio Properties Interests, INC. **Phone No. :** [redacted]

Contact Name: Kevin Carrico

Mailing Address: [redacted] **City:** [redacted] **Zip:** [redacted]

Email Address: [redacted]

APPLICANT INFORMATION

Name: Vaquero Ventures **Phone No. :** [redacted]

Contact Name: [redacted]

Mailing Address: [redacted] **City:** [redacted] **Zip:** [redacted]

Email Address: [redacted]

PROPERTY INFORMATION

Address/Location being Rezoned: NEC of Closner Boulevard and Schunior Street

Legal Description of Property: **Property ID(s):** 163895

1.14 acre portion of the property described as EDINBURG ADJACENT ACREAGE ALL LOTS 11, 12, 13, EXCSW .7 AC BLK C 15.57 AC NET as described in the attached Preliminary Site Plan

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

Existing Land Use: Vacant Land

Reason for Zone Change: Construction of Convenience Store with Fuel Sales

Austin Navarrette

(Please Print Name)

Austin Navarrette

Signature

AMOUNT PAID $ [redacted] **RECEIPT NUMBER** [redacted]

PUBLIC HEARING DATE (PLANNING & ZONING COMMISION) - 5:30 PM : [redacted]

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

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

OWNER NOTIFICATION LIST REPORT

PID:164117 AYALA GLORIA E

[redacted]

PID:164094 7-ELEVEN INC

[redacted]

PID:164112 BECERRA MARIA ARCILIA

[redacted]

PID:164118 CHAVEZ MIGUEL ANGEL

[redacted]

PID:164103 SANDOVAL FELIX

[redacted]

PID:164099 AVALOS DAVID & YOLANDA

[redacted]

PID:164111 GLO PROP LLC

[redacted]

PID:164113 SANDOVAL FELIX

[redacted]

PID:164119 GUZMAN ESTELLA & ANNABEL

[redacted]

PID:164102 FLORES MANUEL & NARISA

[redacted]

PID:164105 ALONZO ESTEBAN

[redacted]

PID:164108 ESK LAND COMPANY LLC

[redacted]

PID:164104 LEAL GUADALUPE

[redacted]

PID:164100 B & H APARTMENTS LLC

[redacted]

PID:313905 NORTH RIO VALLEY INVESTMENTS LTD

[redacted]

PID:313906 NORTH RIO VALLEY INVESTMENTS LTD

[redacted]

PID:164107 CASAS RUBY

[redacted]

PID:313907 COASTAL REM LP

[redacted]

PID:163871 NORTH RIO VALLEY INVEST LTD

[redacted]

PID:163896 PC3 PROPERTIES LLC

[redacted]

PID:163895 TIDE PRODUCTS INC

[redacted]

[redacted]

ORDINANCE NO. _____

AN ORDINANCE AMENDING, SUPPLEMENTING, AND CHANGING THE BOUNDARIES OF COMEMRCIAL, GENERAL (CG) DISTRICT AND RESIDENTIAL, MULTIFAMILY (RM) TO RESDIENTIAL, URBAN (RU) & TOWNHOME DISTRICT, BEING 19.895 ACRES BEING OUT OF LOT 7, SECTION 240, TEXAS-MEXICAN RAILWAY COMPANY'S SURVEY, VOLUME 1, PAGE 12, H.C.M.R. CITY OF EDINBURG, HIDALGO COUNTY, TEXAS, LOCATED AT 2898 NORTH MCCOLL ROAD, EDINBURG, HIDALGO COUNTY, TEXAS, FROM ONE DISTRICT TO ANOTHER; PROVIDING A REPEALER CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE; PROVIDING FOR CODIFICATION; PROVIDING A WAIVER OF THE THREE (3) SEPARATE READINGS; AND ORDAINING OTHER PROVISIONS RELATED TO THE SUBJECT MATTER HEREOF.

WHEREAS, the owner of the herein described real estate has submitted to the Planning and Zoning Commission of the City of Edinburg, Texas, a proposed amendment, and the proposed supplement and change to the boundaries of the Commercial, General (CG) District and Residential, Multifamily (RM) District to Resdiential,Urban (RU) & Townhome 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 being 19.895 Acres Being out of Lot 7, Section 240, Texas-Mexican Railway Company's Survey, Volume 1, Page 12, H.C.M.R. City of Edinburg, Hidalgo County, Texas, from Commercial, General (CG) District and Residential, Multifamily (RM) District to Resdiential,Urban (RU) & Townhome 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 August 14, 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 September 2, 2025 at 6:00 P.M., in the Edinburg City Hall, City Council Chambers, located at 415 West University Drive, Edinburg, Texas, which time was not less than 15 days nor more than 20 days from the date of publication, and that said public hearing was held at such time and place, and all of which procedure in the giving of notice and the holding of said public hearing is hereby ratified and confirmed as meeting all the requirements of said Unified Development Code of the City of Edinburg, Texas and applicable statutes; and

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

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

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

SECTION II. The zoning of the first above-described property is hereby changed from Commercial, General (CG) District and Residential, Multifamily (RM) District to Resdiential,Urban (RU) & Townhome District, and the boundaries of said Districts are hereby amended, supplemented and changed so as to delete the said area from the said Commercial, General (CG) District and Residential, Multifamily (RM) District and added to the to Resdiential,Urban (RU) & Townhome 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 2nd day of September 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: September 2, 2025
PUBLIC HEARINGS
Agenda Item No: 7.C.
Rezoning Request- Trimad Consultants, LLC.

1. **Agenda Item:**
Hold Public Hearing and Consider the Ordinance Providing for the Rezoning Request from Commercial, General (CG) District and Residential, Multi-Family (RM) District to Residential, Urban (RU) & Townhome District, 7.14 Acres of Land Comprised of the North ½ of the North 330.0 Feet of South 510.0 Feet, 2.0 Acres Being 150.0 Feet by 580.8 Feet Out of the South 1/2 , and 0.14 Acres Being 10.0 Feet by 629.2 Feet, All Out of the South ½ of the Lot 11, Section 237, Texas Mexican Railway Company's Survey, Hidalgo County, Texas, Recorded in Volume 1, Page 12A, Map Records, Located at 1201 North McColl Road, as Requested by Trimad Consultants, LLC. [Jaime Acevedo, Director of Planning & Zoning]

2. **Description:**
This property is located on the west side of McColl Road, approximately 800 feet south of W.Chapin Road. The property is currently zoned Commercial, General (CG) District and Residential, Multi-Family (RM) District, which is a mixture of the primary commercial district, meant to accommodate a wide range of commercial uses, and a high intensity residential district intended to accommodate various multi family residential uses. The property has a lot width of 165.00 feet and a lot depth of 1,320.00 feet to its deepest point for a total lot area of 7.14 acres. The requested zoning designation is Residential, Urban (RU) & Townhome District, which is the highest intensity single-family residential district. The district includes auto-urban and higher densities meant to meet the community's need for more compact developments, walkable areas, and affordable housing. Traditionally associated with downtown areas, these densities may be desirable in other locations where there is a need and demand for smaller single-family homes. Currently, the lot is vacant. The applicant is proposing to construct a townhome development consisting of 42 lots. Currently, the property is undergoing subdivision review under the name Pleasant Parkway Subdivision.

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

Staff mailed a notice of the public hearing to 36 neighboring property owners on Friday, August 1, 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 August 13, 2025.

On August 8, 2025 Planning staff met with City of Edinburg development departments to discuss the proposed rezoning. It was determined more information will need to be provide todetermine if the infrastructure in this area may support the proposed development.

On August 14, 2025, the Planning & Zoning Commission recommended with a vote of 7-0 to approve the Rezoning Request.

3. **Staff's Recommendation:**

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

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

Prepared by:
Rita Guerrero, Assistant Director of Planning and Zoning

Attachments:

A. City Council Agenda Packet Attachments
B. Ordinance

MEETING DATES:
PLANNING & ZONING COMMISSION – 08/14/2025
CITY COUNCIL – 09/02/2025
DATE PREPARED – 08/06/2025

STAFF REPORT
GENERAL INFORMATION

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

APPLICANT: Raul Ceron Jr

AGENT: Trimad Consultants, LLC.

LEGAL: 7.14 Acres of Land Comprised of the North ½ of the North 330.0 Feet of South 510.0 Feet, 2.0 Acres Being 150.0 Feet by 580.8 Feet out of the South 1/2 , and 0.14 Acres Being 10.0 Feet by 629.2 Feet, all out of the South ½ of the Lot 11, Section 237, Texas Mexican Railway Company's Survey

LOCATION: 1201 North McColl Road

LOT/TRACT SIZE: 7.14 -acres

CURRENT USE: Vacant

PROPOSED USE: Residential Urban (RU) & Townhome District

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

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

LAND USE PLAN: Auto Urban Uses

PUBLIC SERVICES: City of Edinburg Sewer and Sharyland Water Supply Corporation Water

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

REZONING REQUEST
TRIMAD CONSULTANTS, LLC.

EVALUATION

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

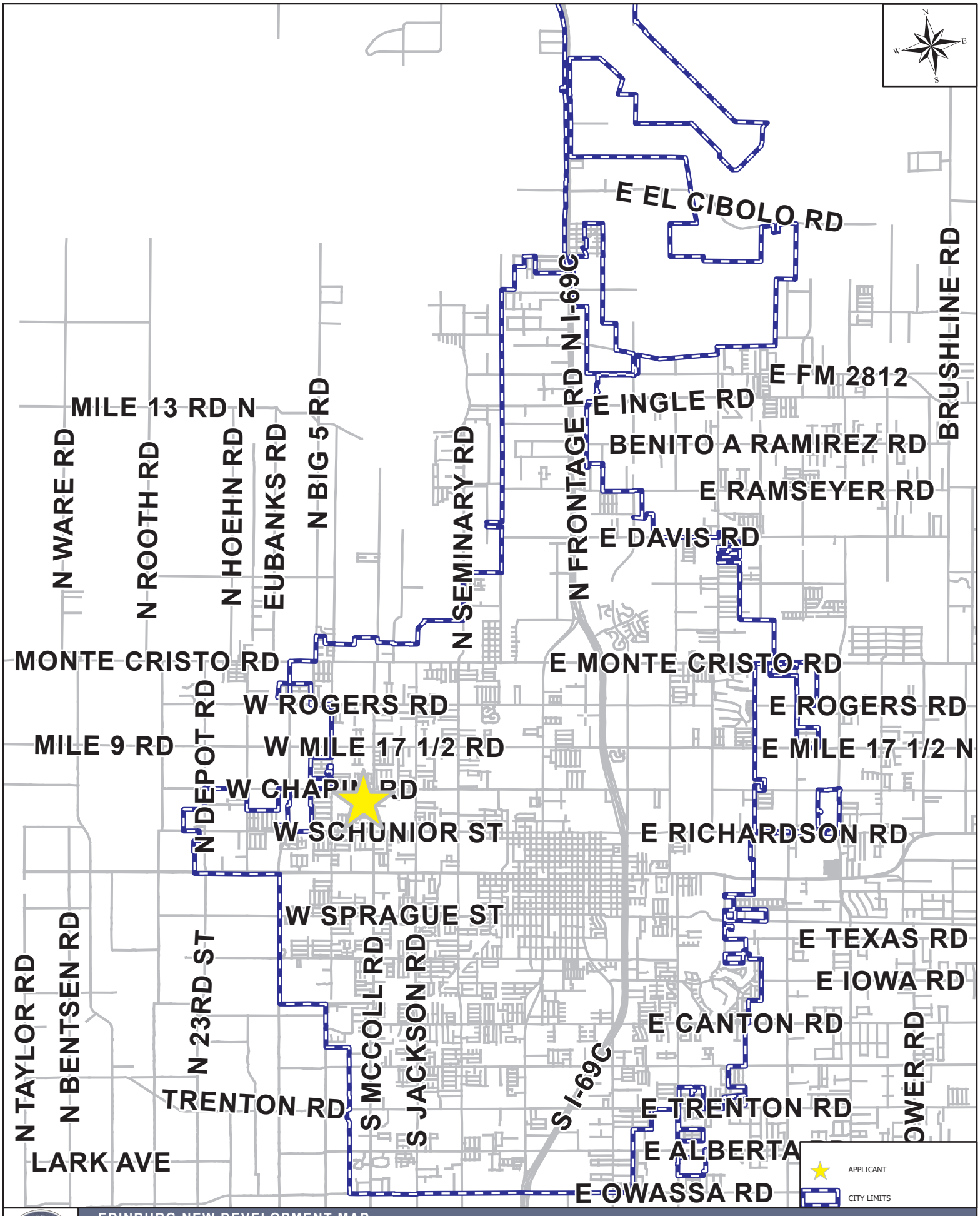
1. Property currently sits vacant.

2. Surrounding land consists of residential uses, commercial uses, and vacant land.

3. The proposed zoning is consistent with the Future Land Use Plan.

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

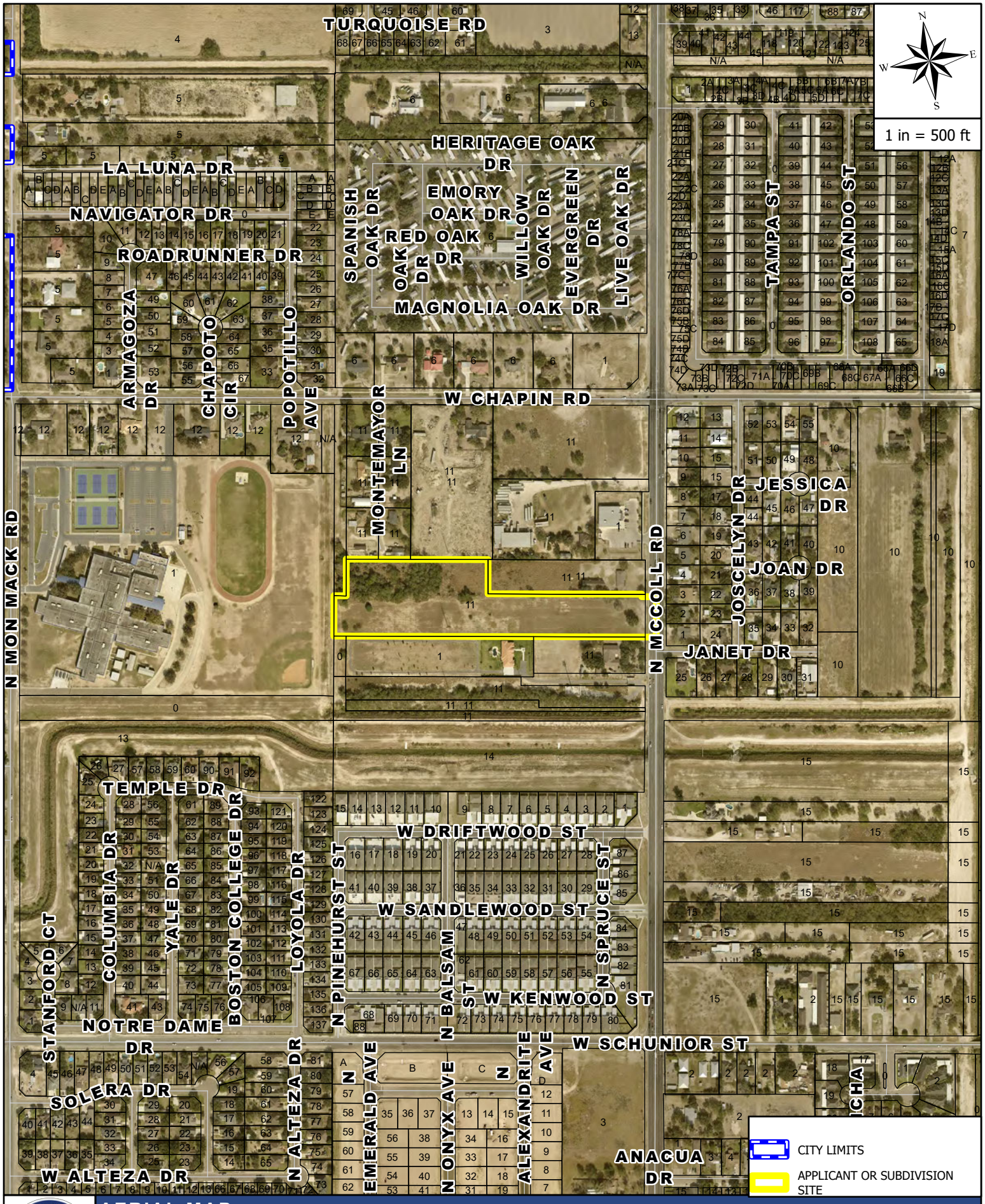
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EDINBURG NEW DEVELOPMENT MAP

APPLICANT AND/OR SUBDIVISION:

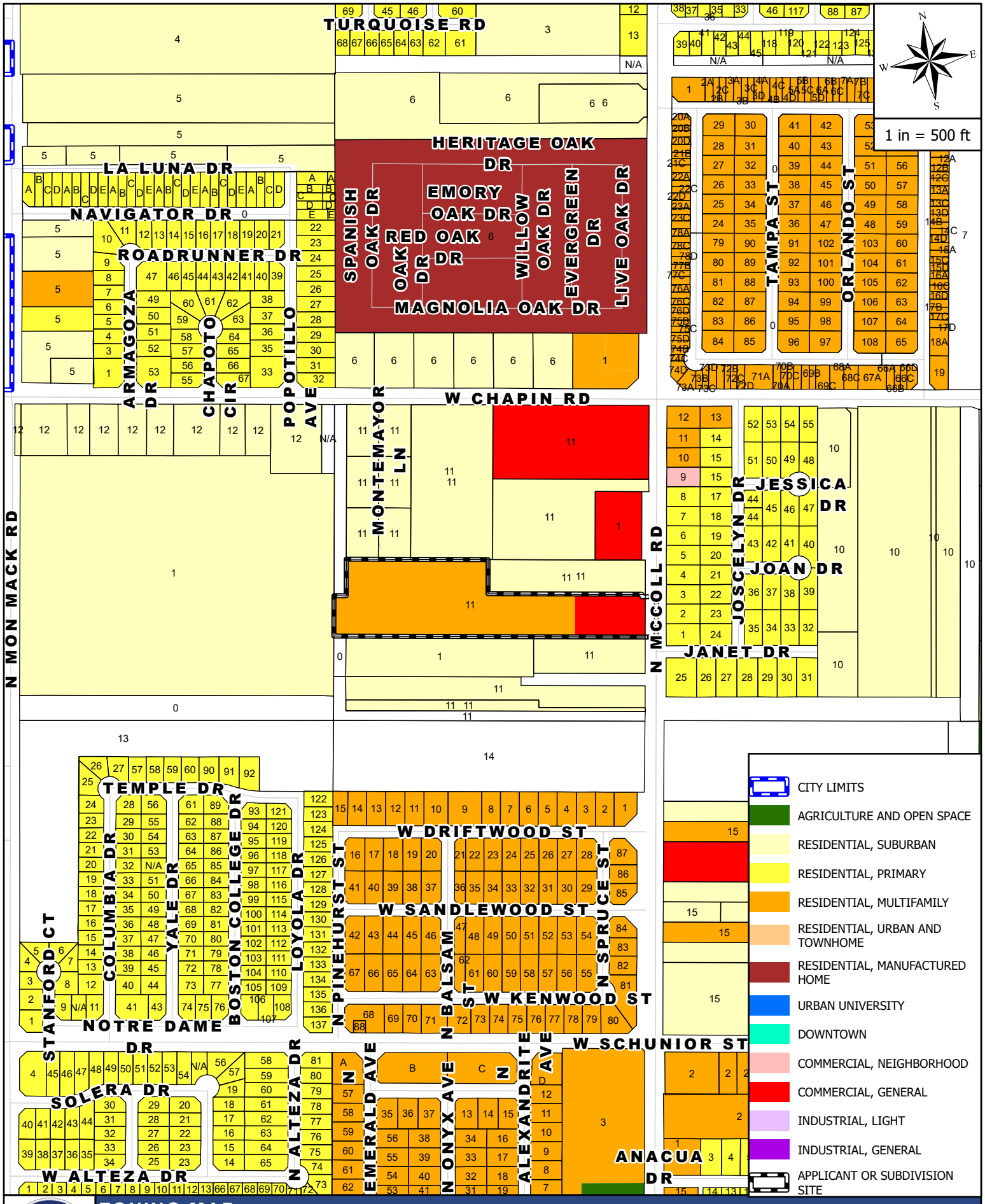
RZNE-2025-0286 1201 N MCCOLL RD



AERIAL MAP

APPLICANT AND/OR SUBDIVISION:

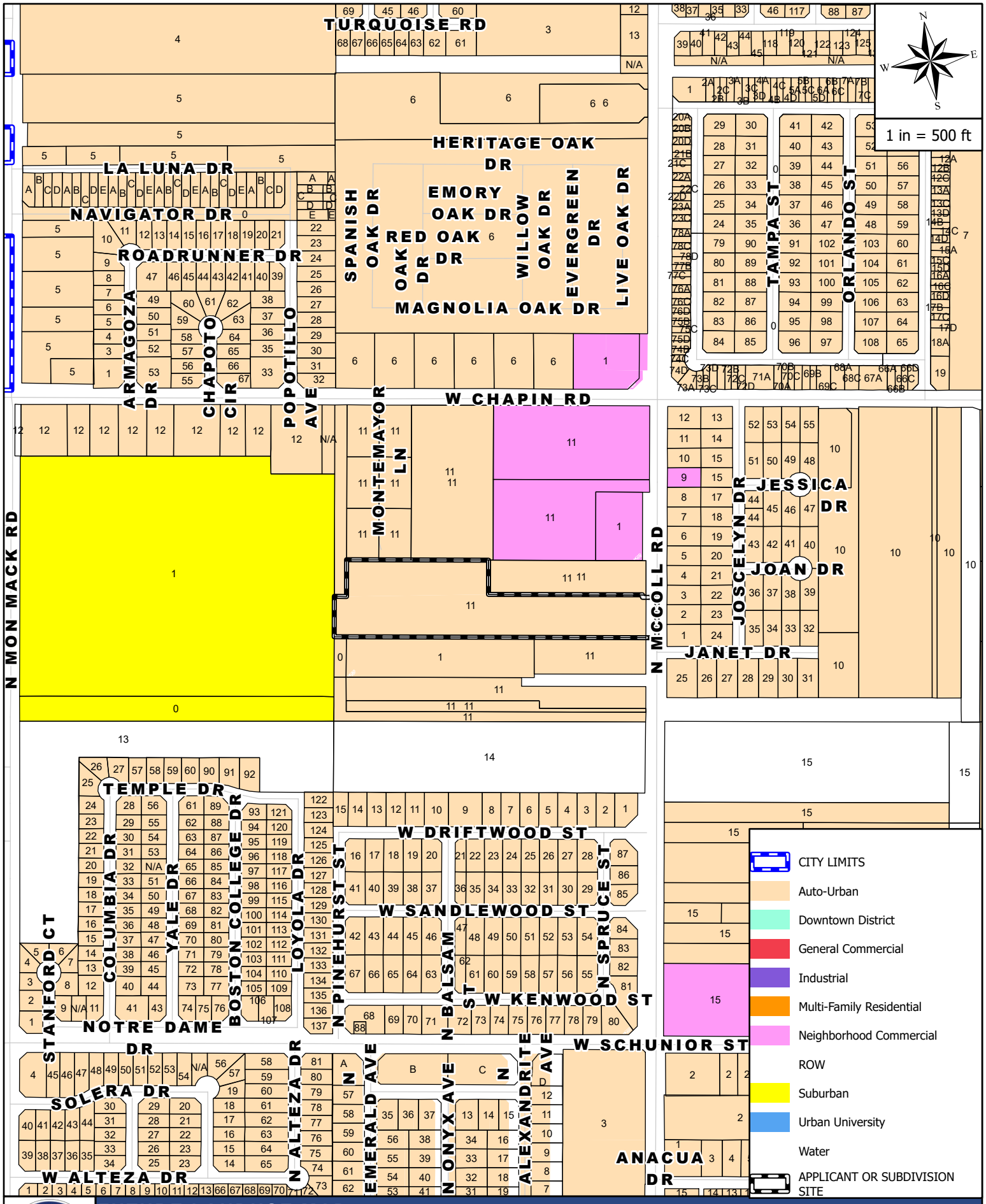
RZNE-2025-0286 1201 N MCCOLL RD



ZONING MAP

APPLICANT AND/OR SUBDIVISION:

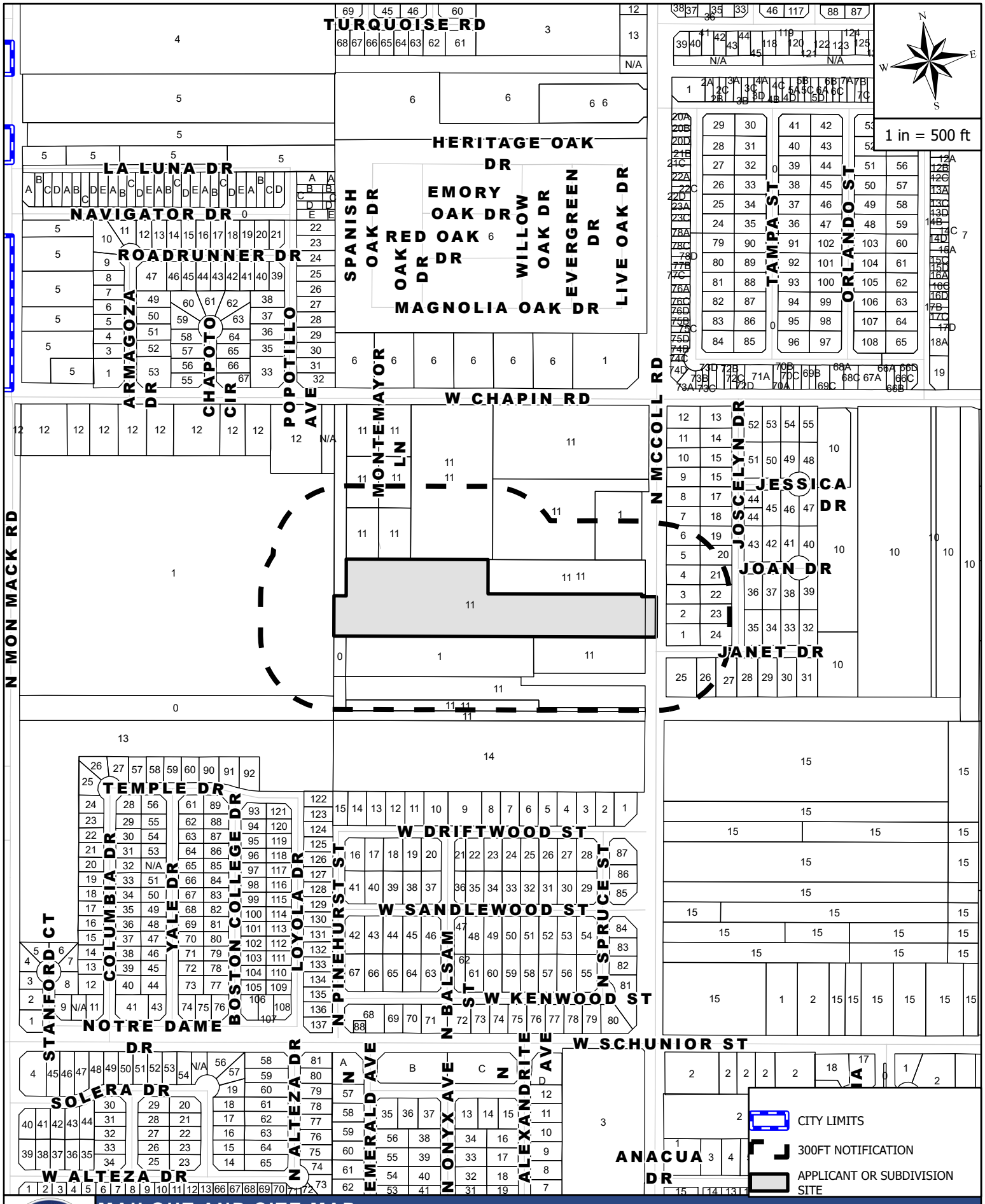
RZNE-2025-0286 1201 N MCCOLL RD



FUTURE LANDUSE MAP

APPLICANT AND/OR SUBDIVISION:

RZNE-2025-0286 1201 N MCCOLL RD



MAILOUT AND SITE MAP

APPLICANT AND/OR SUBDIVISION:

RZNE-2025-0286 1201 N MCCOLL RD

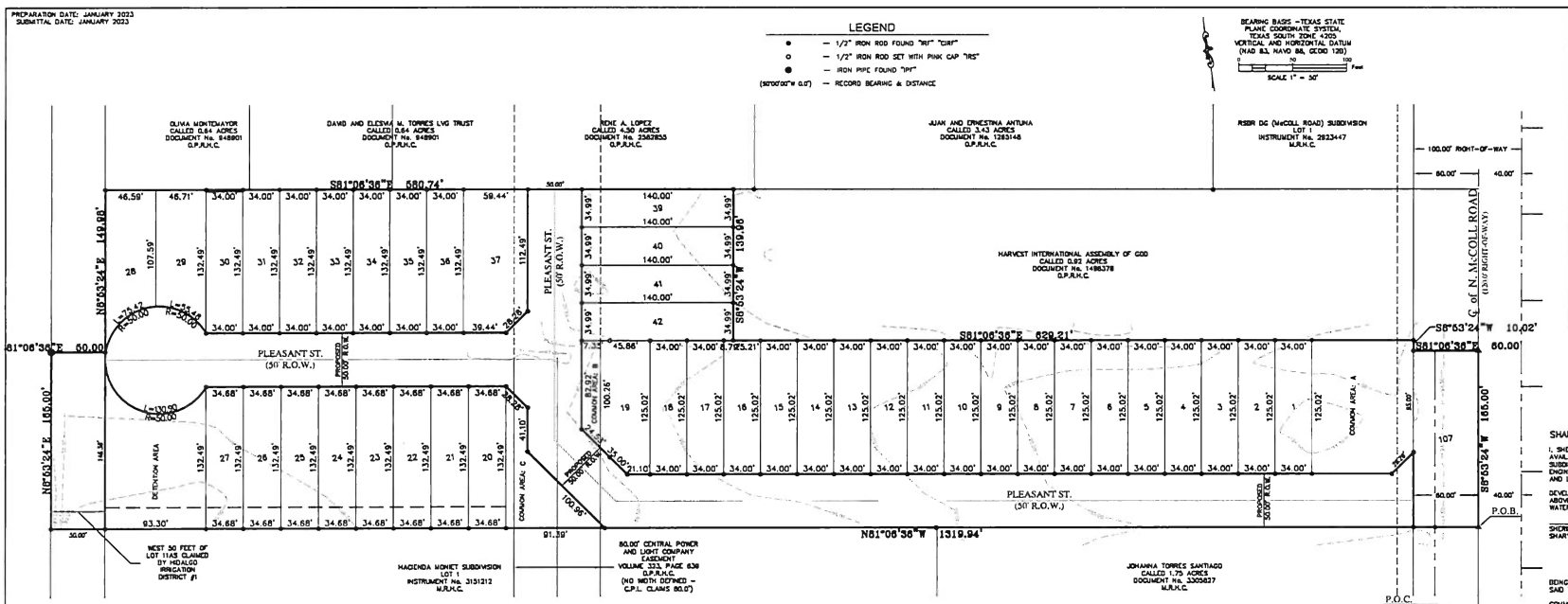
Rezoning Request Site Photo

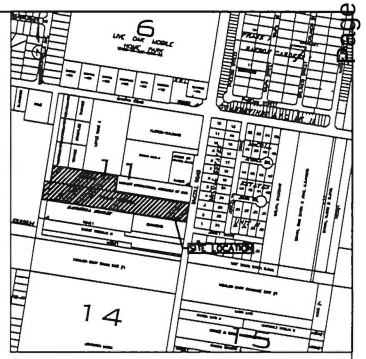
Trimad Consultants LLC

1201 N McColl Rd



PREPARATION DATE: JANUARY 2023
SUBMITTAL DATE: JANUARY 2023





LOCATION MAP
SCALE: 1" = 1,000'

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, OWNER'S OF THE LAND SHOWN ON THIS PLAT, AND DESIGNATED HEREIN AS THE CERON SUBDIVISION, ADDITION OF THE CITY OF EDINBURG, 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.

JOSE RAUL CERON IBARRA — DATE
IBLA SOLUTIONS, LLC
3315 MONSERAT DRIVE
EDINBURG, TEXAS 78538

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED _____ 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 _____, 2023.

NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES:

STATE OF TEXAS
CITY OF EDINBURG
MAYOR CERTIFICATION

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

MAYOR, CITY OF EDINBURG — DATE

CITY SECRETARY — DATE

STATE OF TEXAS
CITY OF EDINBURG
PLANNING & ZONING COMMISSION CERTIFICATION

I, THE UNDERSIGNED, ADMINISTRATOR OF THE PLANNING AND ZONING COMMISSION OF THE CITY OF EDINBURG, TEXAS DO HEREBY CERTIFY THAT THIS SUBDIVISION PLAT KNOWN AS CERON SUBDIVISION CONFORMS TO ALL SUBDIVISION REQUIREMENTS OF THIS CITY WHEREIN MY APPROVAL IS REQUIRED AND HAS BEEN APPROVED FOR RECORDING ON

THE _____ DAY OF _____ 2023 WITH THE COUNTY CLERK OF HIDALGO COUNTY, TEXAS.

ADMINISTRATOR/PLANNING AND ZONING DEPARTMENT DIRECTOR

	NAME	ADDRESS	CITY & ZIP	PHONE
OWNER:	JOSE RAUL CERON IBARRA	3315 MONSERAT DRIVE	EDINBURG, TEXAS 78538	(956) 000-0000
ENGINEER:	RICARDO SALAZAR, P.E.	1803 MOZELLE STREET	PHARR, TEXAS 78577	(956) 688-8860
SURVEYOR:	MANUEL CARRIZALES, R.P.L.S.	4807 GONDOLA AVE.	EDINBURG, TEXAS 78542	(512) 470-1480

CERTIFICATE OF APPROVAL
HIDALGO COUNTY IRRIGATION DISTRICT No. 1

THIS PLAT HAS BEEN APPROVED BY THE HIDALGO COUNTY IRRIGATION DISTRICT No. 1 ON THIS THE _____ DAY OF _____ 2023.

NO IMPROVEMENTS OF ANY KIND (INCLUDING WITHOUT LIMITATION, TREES, FENCES, AND BUILDINGS) SHALL BE PLACED UPON HIDALGO COUNTY IRRIGATION DISTRICT No. 1 RIGHT-OF-WAY OR EASEMENT.

PRESIDENT — SECRETARY

HIDALGO COUNTY DRAINAGE DISTRICT No. 1

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 849.211 (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.

RAUL E. SESIN, P.E., C.F.M. — DATE
GENERAL MANAGER

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, RICARDO SALAZAR, P.E., A LICENSED PROFESSIONAL ENGINEER, IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THE PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT.

RICARDO SALAZAR, P.E. — DATE
LICENSED PROFESSIONAL ENGINEER No. 125382
FIRM REGISTERED No. F-18526

STATE OF TEXAS
COUNTY OF HIDALGO
CERTIFICATION OF SURVEYOR

I, MANUEL CARRIZALES, 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 _____ 2023.

MANUEL CARRIZALES, R.P.L.S. No. 6388

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

GENERAL PLAT NOTES & RESTRICTIONS

1. FLOOD ZONE STATEMENT: SUBJECT PROPERTY IS LOCATED IN ZONE "X" SHADED.
ZONE "X" SHADED IS DESCRIBED AS: AREAS OF 500-YEAR FLOOD; AREAS OF 100-YEAR FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 100-YEAR FLOOD.
COMMUNITY-PANEL NUMBER: 480338 0015 C
MAP REVISED: JUNE 6, 2000. LOMAR: MAY 17, 2001
2. MINIMUM FINISH FLOOR NOTE:
MINIMUM FINISH FLOOR ELEVATION SHALL BE 18" ABOVE THE TOP OF CURB OF 10th STREET, OR 24" ABOVE TOP OF CURB MEASURED AT FRONT CENTER OF LOT WHICHEVER IS GREATER.
3. BUILDING SETBACKS NOTE:
MINIMUM BUILDING SETBACK LINES SHALL BE AS FOLLOWS:
FRONT: 25 FEET OR EASEMENT LINE WHICHEVER IS GREATER;
SIDE: 00 FEET OR EASEMENT LINE WHICHEVER IS GREATER;
REAR: 10 FEET OR EASEMENT LINE WHICHEVER IS GREATER;
4. BENCH MARK NOTE:
HORIZONTAL COORDINATES AND VERTICAL ELEVATION:
TEXAS STATE PLANE SOUTH ZONE (4205), NAD 83, NAVD 88 US SURVEY FEET
TBM #1 - "X" IN CONCRETE ON THE CURB AT THE SOUTHWEST ENTRANCE
N=00
E=00
ELEVATION=00
TBM #2 - "X" IN CONCRETE SET AT CURB INLET WEST OF PROPERTY.
N=00
E=00
ELEVATION=00
5. DRAINAGE NOTE:
IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT No.1 AND HIDALGO COUNTY DRAINAGE REQUIREMENTS, THIS DEVELOPMENT IS REQUIRED TO DETAIN A TOTAL OF 0.00 C.F (0.00 AC-FT.) OF STORM WATER RUNOFF. RUNOFF WILL BE DETAINED_____ IN LA SIENNA DEVELOPMENT'S CURRENT DRAINAGE INFRASTRUCTURE PER THE AMENDED PLAT OF LA SIENNA DEVELOPMENT. DRAINAGE DETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS STATED IN THE DRAINAGE REPORT.
6. EASEMENTS NOTE:
NO STRUCTURES SHALL BE PERMITTED OVER ANY EASEMENTS. EASEMENTS SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, SHEDS, SHRUBS, TREES AND OTHER PLANTINGS (EXCEPT LOW, LESS THAN 18 INCHES MATURE HEIGHT, GROUND COVER GRASS OR FLOWERS), AND OTHER OBSTRUCTIONS TO THE OPERATION AND MAINTENANCE OF THE EASEMENT.
7. ALL CONSTRUCTION SHALL COMPLY WITH STORM WATER POLLUTION PREVENTION PLAN REQUIREMENTS.
8. LANDSCAPING AS PER CITY OF EDINBURG UNIFIED DEVELOPMENT CODE.
9. ADDITIONAL FIRE HYDRANTS MAY BE REQUIRED AT BUILDING PERMIT STAGE FOR COMMERCIAL AREAS.
10. SITE PLAN MUST BE REVIEWED/APPROVED BY THE CITY OF EDINBURG PRIOR TO ISSUANCE OF BUILDING PERMIT.
11. PROPOSED DETENTION AREAS SHALL BE MAINTAINED BY THE LOT OWNER.
12. PROPERTY ZONING: GENERAL COMMERCIAL
13. TxDOT PERMIT IS REQUIRED FOR THE INSTALLATION OF A 6.0 FT WIDE CONCRETE SIDEWALK. SIDEWALK IS REQUIRED ALONG U.S. EXPRESSWAY 281 (INTERSTATE 69C) SOUTH BOUND FRONTAGE ROAD. SAID SIDEWALK AND PAINTED ADA RAMPS ARE TO BE CONSTRUCTED AT THE TIME OF BUILDING PERMIT. (ADA RAMPS TO MEET TxDOT STANDARDS)
14. TxDOT PERMIT IS REQUIRED FOR THE INSTALLATION OF ANY DRIVEWAYS ALONG U.S. EXPRESSWAY 281 (INTERSTATE 69C) SOUTH BOUND FRONTAGE ROAD. (DRIVEWAY TO MEET TxDOT STANDARDS)
15. A 6 FOOT OPAQUE BUFFER REQUIRED FROM ADJACENT/BETWEEN MULTI-FAMILY RESIDENTIAL AND COMMERCIAL OR INDUSTRIAL ZONES/USES. PERIMETER BUFFERS MUST BE BUILT AT TIME OF SUBDIVISION IMPROVEMENTS.
16. AN ENGINEERED DRAINAGE DETENTION PLAN, APPROVED BY THE ENGINEERING DEPARTMENT, WILL BE REQUIRED PRIOR TO ISSUANCE OF BUILDING PERMITS.
17. ALL IRRIGATION EASEMENTS ARE EXCLUSIVE TO UNITED IRRIGATION DISTRICT, AND THE DISTRICT ALLOWS NO OTHER UTILITIES OR OUTSIDE USE WITHOUT ITS EXPRESS WRITTEN APPROVAL.
18. NO UTILITY COMPANY, PUBLIC ENTITY, PARTY OR PERSON IS ALLOWED TO CROSS ABOVE OR BELOW GROUND ANY IRRIGATION DISTRICT EASEMENT OR RIGHT OF WAY WITH LINES, POLES, OPEN DITCHES OR OTHER USE WITHOUT FIRST OBTAINING A CROSSING PERMIT FROM UNITED IRRIGATION DISTRICT.
19. NO PERMANENT STRUCTURE, UTILITY POLE, HOLE, WALL, FENCE, DRIVEWAY, OR ROAD WILL BE ALLOWED TO BE CONSTRUCTED OR EXIST ON ANY DISTRICT EASEMENT OR RIGHT OF WAY WITHOUT WRITTEN APPROVAL BY IRRIGATION DISTRICT. ANY UNAUTHORIZED STRUCTURE WITHIN THE EASEMENT BOUNDARY IS SUBJECT TO IMMEDIATE REMOVAL AT VIOLATOR'S EXPENSE.
20. NO UTILITY COMPANY, PUBLIC ENTITY, PARTY OR PERSON IS ALLOWED TO CONNECT TO ANY DISTRICT FACILITY WITHOUT FIRST OBTAINING A PERMIT FROM IRRIGATION DISTRICT. ANY CONNECTION NOT AUTHORIZED BY THE DISTRICT IS SUBJECT TO IMMEDIATE REMOVAL AT VIOLATOR'S EXPENSE.

SHARYLAND WATER SUPPLY CORPORATION

I, SHERILYN DAHLBERG, HEREBY CONDITIONALLY CERTIFY THAT POTABLE WATER SERVICE IS AVAILABLE FOR THE CERON SUBDIVISION LOCATED IN HIDALGO COUNTY, TEXAS, SUBJECT TO THE SUBDIVISION'S POTABLE WATER SYSTEM MEETING THE APPROVAL OF THE DEVELOPER'S DESIGN ENGINEER, ALL APPLICABLE RULES AND REGULATIONS OF SHARYLAND WATER SUPPLY CORPORATION, AND LOCAL, STATE, AND FEDERAL AGENCIES.

DEVELOPER AND ITS DESIGN ENGINEER SHALL BEAR FULL RESPONSIBILITY TO ENSURE THAT THE ABOVE REFERENCED POTABLE WATER SYSTEM IS CONSTRUCTED WITHIN THE DESIGNATED SHARYLAND WATER SUPPLY CORPORATION EXCLUSIVE EASEMENT.

SHERILYN DAHLBERG – GENERAL MANAGER — DATE
SHARYLAND WATER SUPPLY CORPORATION

METES AND BOUNDS DESCRIPTION:

BEING A 7.144 ACRE TRACT OF LAND OUT OF LOT 11, SECTION 237, HIDALGO COUNTY, TEXAS. SAID 7.144 ACRES ALSO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT A CALCULATED POINT THE SOUTHEAST CORNER OF THE SAID LOT 11, SECTION 237;

THENCE, N08°53'24"E, ALONG THE EAST LINE OF THE SAID LOT 11, A DISTANCE OF 345.00 FEET TO A CALCULATED POINT ON THE EAST LINE OF THE SAID LOT 11, FOR THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT AND THE POINT OF BEGINNING;

THENCE, N81°06'36"W, A DISTANCE OF 1318.94 FEET TO A POINT ON A LINE;

THENCE, N08°53'24"E, A DISTANCE OF 165.00 FEET TO A POINT ON A LINE;

THENCE, S81°06'36"E, A DISTANCE OF 50.00 FEET TO A POINT ON A LINE;

THENCE, N08°53'24"E, A DISTANCE OF 148.88 FEET TO A POINT ON A LINE;

THENCE, S81°06'36"E, A DISTANCE OF 580.74 FEET TO A POINT ON A LINE;

THENCE, S08°53'24"W, A DISTANCE OF 138.88 FEET TO A POINT ON A LINE;

THENCE, S81°06'36"E, A DISTANCE OF 629.21 FEET TO A POINT ON A LINE;

THENCE, S08°53'24"W, A DISTANCE OF 10.02 FEET

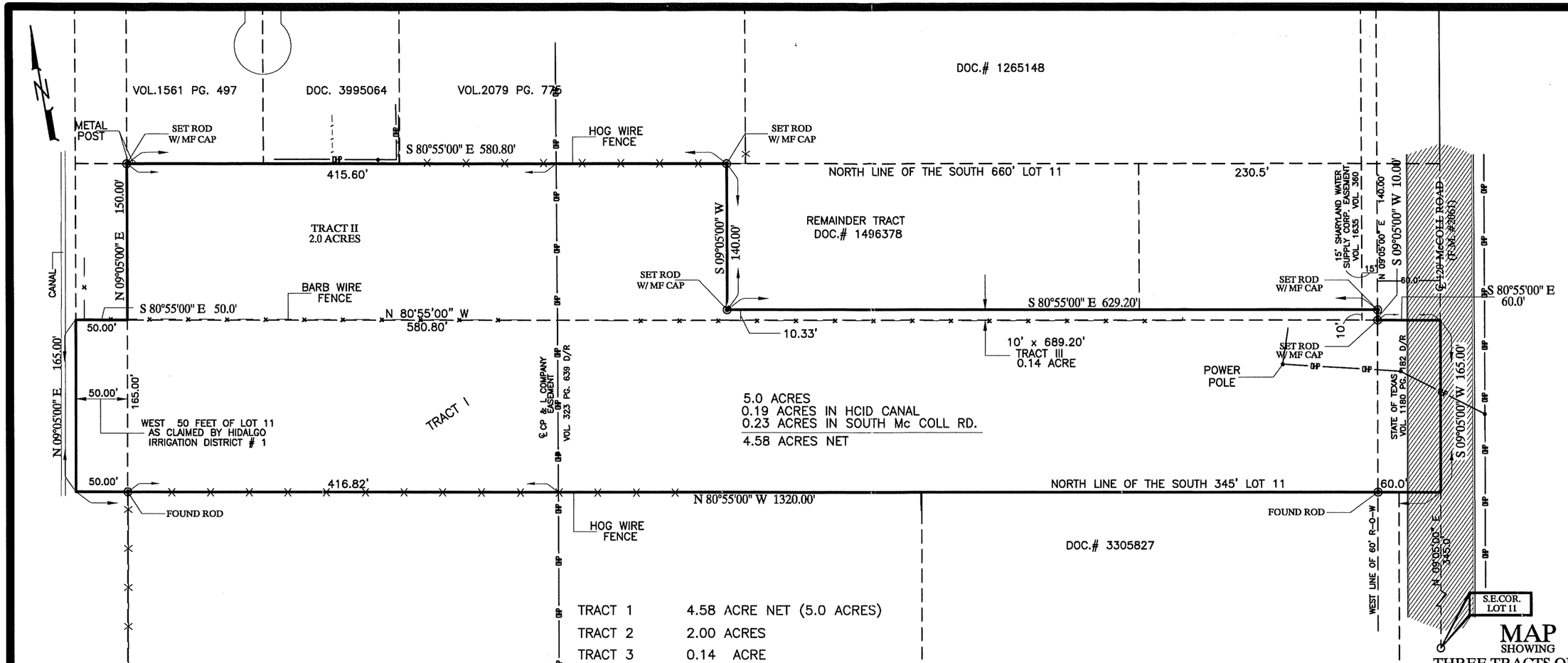
THENCE, S81°06'36"E, A DISTANCE OF 80.00 FEET TO A POINT ON A LINE;

THENCE, S08°53'24"W, A DISTANCE OF 165.00 FEET TO THE POINT OF BEGINNING, AND CONTAINING 2.788 ACRES OF LAND MORE OR LESS.

PLEASANT PARKWAY SUBDIVISION

BEING 7.144 ACRES OUT OF LOT 11, SECTION 237, TEX-MEX SURVEY, HIDALGO COUNTY, TEXAS,

TRIMAD CONSULTANTS L.L.C.
TBPELS FIRM REGISTRATION No. F-18526
1803 MOZELLE ST.
PHARR, TEXAS 78577
(956) 688-8860



TRACT 1	4.58 ACRE NET (5.0 ACRES)	
TRACT 2	2.00 ACRES	
TRACT 3	0.14 ACRE	
TOTAL	6.72 ACRES NET	

PURCHASER: IBLA SOLUTIONS, LLC

ENCORE TITLE LLC
G.F. # 103878
EASEMENT STATUS

GRANTEE	VOLUME/PAGE	STATUS
CENTRAL POWER & LIGHT CO.	323 / 639 D/R	PLOTTED
STATE OF TEXAS	1180/ 182 D/R	PLOTTED AS TO THE EAST 60'
SHARYLAND WATER SUPPLY CORP.	1635/360 D/R	PLOTTED

I, MICHAEL FABIAN, A REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT THE FOREGOING MAP IS A REPRESENTATION OF SURVEY MADE ON THE GROUND UNDER MY SUPERVISION AND THAT THERE ARE NO VISIBLE AND APPARENT EASEMENTS, DESCREPANCIES, CONFLICTS, OR SHORTAGES IN AREA OR BOUNDARY LINES, OR ANY ENCROACHMENTS OR OVERLAPPING OF IMPROVEMENTS EXCEPT AS SHOWN ON THIS PLAT. THIS PROPERTY FALLS IN ZONE "X" OF THE FLOOD INSURANCE RATE MAPS.

STATE OF TEXAS REGISTERED MICHAEL FABIAN 4893 PROFESSIONAL LAND SURVEYOR

MICHAEL FABIAN
REGISTERED PROFESSIONAL LAND SURVEYOR
McALLEN , TEXAS.
4893

MAP
SHOWING
THREE TRACTS OF LAND

TRACT 1: THE NORTH 1/2 OF THE NORTH 330.0 FEET OF THE SOUTH 510.0 FEET OF THE SOUTH 1/2 OF LOT 11

TRACT 2: A 2.0 ACRE TRACT OF LAND, BEING 150.0 FEET BY 580.8 FEET OUT OF THE SOUTH 1/2, OF LOT 11,

TRACT 3: A 0.14 ACRE TRACT OF LAND, BEING 10.0 FEET BY 629.2 FEET ALL OUT OF THE SOUTH 1/2, OF LOT 11, SECTION 237 TEXAS MEXICAN RAILROAD COMPANY'S SURVEY HIDALGO COUNTY, TEXAS RECORDED IN VOL.1, PG.12, M/R

PREPARED BY
MICHAEL FABIAN SURVEYING, INC.
1203 E. HACKBERRY AVE.
TEL. (956) 630-1432 McALLEN, TEXAS 78501 FAX. (956) 687-4660

MICHAEL FABIAN
REGISTERED PROFESSIONAL
LAND SURVEYOR

W.O.# 4054 CRD : SM PRINT SIZE: LEDGER
SCALE: 1"= 100' DATE: 03/14/2022

EMAIL ADDRESS: SURVEY @ MFABIANSURVEYING.COM
FIRM # 10193965

±6.74 Acre Tract
Edinburg, Texas

PLEASANT PARKWAY SUBDIVISION

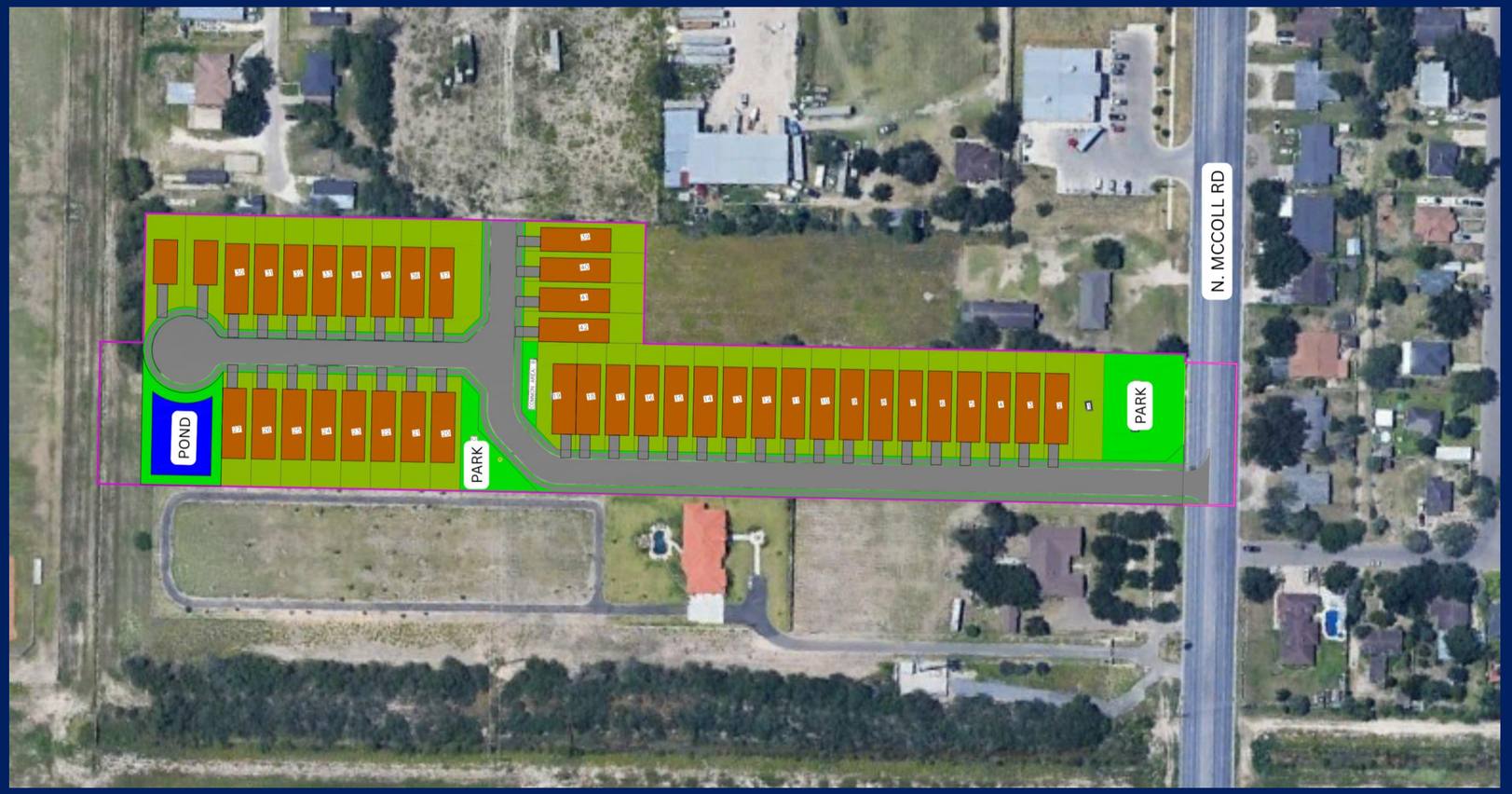


Presented by Ricardo Salazar

TRIMAD
CONSULTANTS L.L.C.

PROJECT DESCRIPTION

- A proposed 42-Lot Townhouse community on 6.74 Acres
- Community park with landscaped open space
- Community managed by HOA



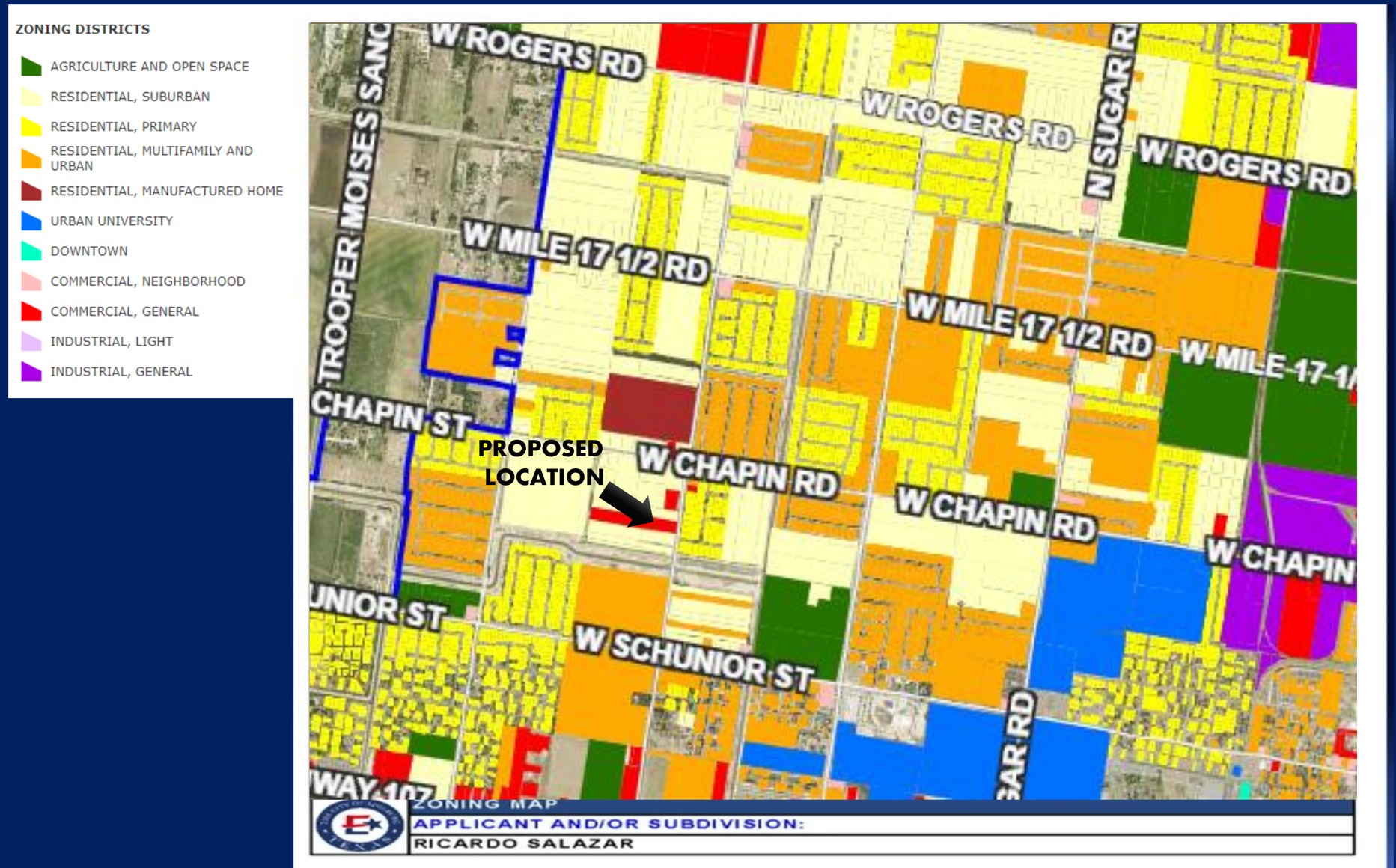
TOWNHOUSE EFFECT

- Similar in scale and design to nearby single-family neighborhoods in the area ensuring a smooth transition in land use
- Lower dwelling density , less traffic ,less street crowding, less noise
- Supports local housing and gives families a path to ownership
- Higher property values and stable property tax



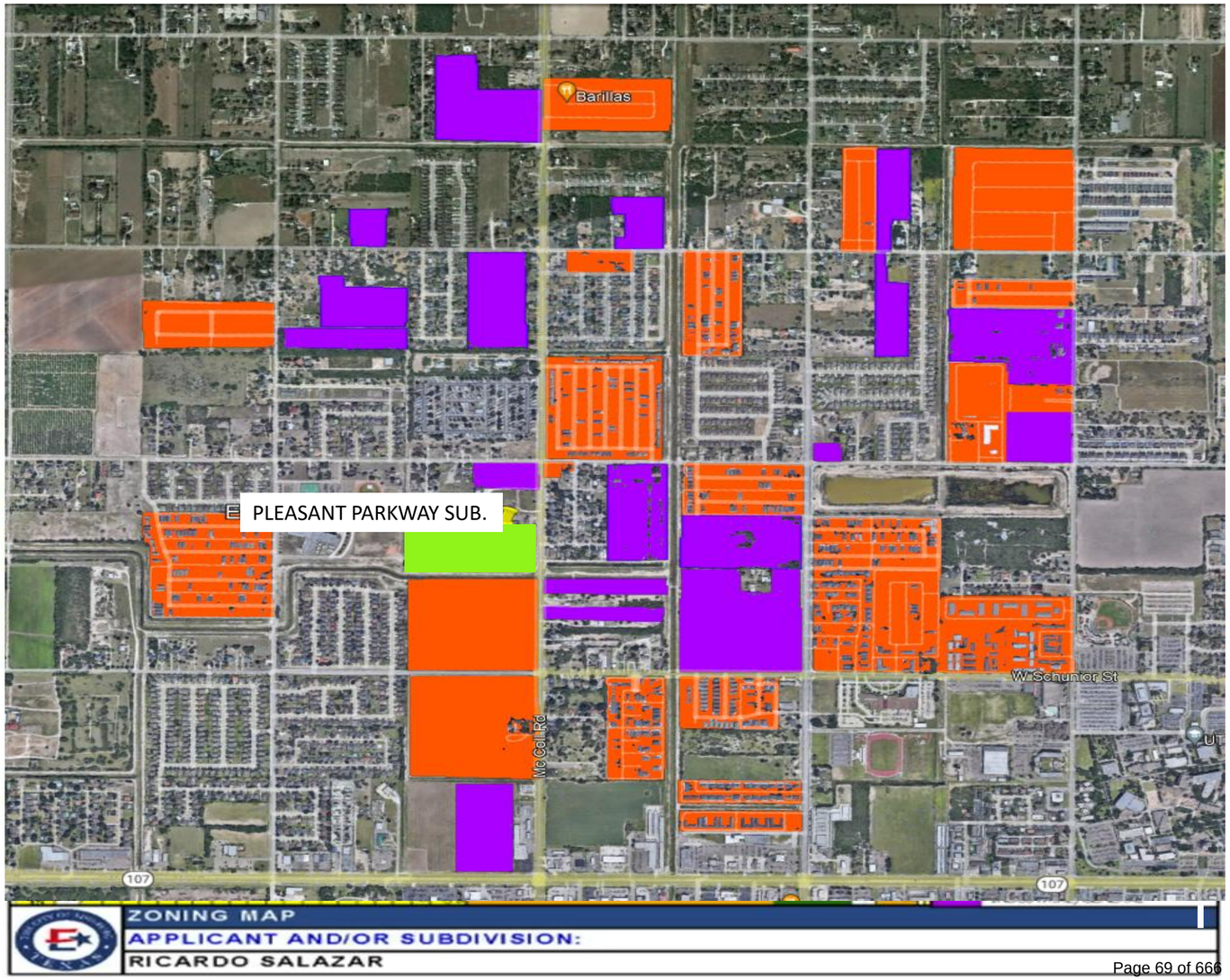


EXISTING ZONING



MULTI-FAMILY VICINTY

- Approximately 1 mile radius
- Multi-family Acres ( ): 404 AC
- Undeveloped Acres ( ): 211 AC
- Proposed Development( ):6.74 AC



EXISITNG TAXING JURISDICTION TOWNHOMES

PROJECT PROPERTY										
Taxing Jurisdiction										
	Lots		City of Edinburg	Appraisal District	Drainage District #1	Hidalgo County	South Texas College	Edinburg ISD	South Texas School	Total Tax W/O Exemptions
6.74-Acres	1		$ 1,758.00	$ -	$ 313.00	$ 1,605.00	$ 452.00	$ 2,436.00	$ 137.00	
Total	**1**		**$ 1,758.00**	**$ -**	**$ 313.00**	**$ 1,605.00**	**$ 452.00**	**$ 2,436.00**	**$ 137.00**	$ 6,701.00

QUEENS COURT (MCCOLL & WISCONSIN)										
Taxing Jurisdiction										
	Lots		City of Edinburg	Appraisal District	Drainage District #1	Hidalgo County	South Texas College	Edinburg ISD	South Texas School	Total Tax W/O Exemptions
	1		$ 1,080.00	$ -	$ 192.00	$ 986.00	$ 277.00	$ 1,497.00	$ 84.00	
Total	**1**		**$ 1,080.00**	**$ -**	**$ 192.00**	**$ 986.00**	**$ 277.00**	**$ 1,497.00**	**$ 84.00**	$ 4,116.00

RINCON DE LAS FUENTES (MCCOLL & CANTON)										
Taxing Jurisdiction										
	Lots		City of Edinburg	Appraisal District	Drainage District #1	Hidalgo County	South Texas College	Edinburg ISD	South Texas School	Total Tax W/O Exemptions
	1		$ 1,239.00	$ -	$ 220.00	$ 1,131.00	$ 318.00	$ 1,716.00	$ 96.00	
Total	**1**		**$ 1,239.00**	**$ -**	**$ 220.00**	**$ 1,131.00**	**$ 318.00**	**$ 1,716.00**	**$ 96.00**	$ 4,720.00

POST DEVELOPMENT TAXES										
Taxing Jurisdiction										
	Lots		City of Edinburg	Appraisal District	Drainage District #1	Hidalgo County	South Texas College	Edinburg ISD	South Texas School	Total Tax W/O Exemptions
6.74-Acres (Townhomes)	1		$ 1,159.50	$ -	$ 206.00	$ 1,058.50	$ 297.50	$ 1,606.50	$ 90.00	
Total	**42**		**$ 48,699.00**	**$ -**	**$ 8,652.00**	**$ 44,457.00**	**$ 12,495.00**	**$ 67,473.00**	**$ 3,780.00**	$ 185,556.00

- 42-Proposed new lots
- Approximately $48,000 to $55,000 in tax revenue

Questions?

Thank You

TRIMAD CONSULTANTS, L.LC.

1103 N Raul Longoria Rd

San Juan, Tx 78589

EMAIL ADDRESS

rsalazar@trimadstx.com

PHONE NUMBER

(956) 688-8860

TRIMAD CONSULTANTS L.L.C.

THE CITY OF Edinburg
PLANNING AND ZONING DEPARTMENT

ZONE CHANGE APPLICATION

Case # : R2NE-2025-0286 **Today's Date:** 7/1/25

OWNER INFORMATION

Name: IBLA Solutions LLC **Phone No. :**

Contact Name: Raul Ceron Jr

Mailing Address: [redacted] **City:** Edinburg **Zip:** 78539

Email Address: [redacted]

APPLICANT INFORMATION

Name: Trimad Consultants LLC **Phone No. :** [redacted]

Contact Name: Alfonso Guzman

Mailing Address: [redacted] **City:** San Juan **Zip:** 78589

Email Address: [redacted]

PROPERTY INFORMATION

Address/Location being Rezoned: 1201 N Mcoll Rd

Legal Description of Property: **Property ID(s):** 295086

TEX-MEX SURVEY AN IRR TR N315'-S662' EXC AN IRR TR E689.2'-N150' LOT 11 BLK 237 7.14A(

Zone Change: From: CG - COMMERCIAL, GENERAL & residential multifamily **To:** RU - RESIDENTIAL, URBAN AND TOWNH

Existing Land Use: Farmland

Reason for Zone Change: Develop townhomes

Alfonso Guzmán
(Please Print Name)

Signature

AMOUNT PAID $ _____ **RECEIPT NUMBER** _____

PUBLIC HEARING DATE (PLANNING & ZONING COMMISION) - 5:30 PM : Aug. 14

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

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

OWNER NOTIFICATION LIST REPORT

PID:710901 EDINBURG CONS IND SCHOOL DIST
[redacted]

PID:231515 PEREZ MICHELLE S
[redacted]

PID:231513 GARZA JUAN ALBERTO
[redacted]

PID:231531 ELIZONDO DORA E CUSTODIAN FOR
[redacted]

PID:231510 SALINAS ADRIAN JOEL
[redacted]

PID:231528 GARCIA ALDO JAVIER
[redacted]

PID:231527 SEPEDA JAIME MARES & MIRIAM ELIZABETH
[redacted]

PID:231529 ELIZONDO HERMELINDA
[redacted]

PID:231533 PALACIOS OSCAR
[redacted]

PID:625075 SAENZ OBDULIA G
[redacted]

PID:231516 SALINAS ADRIAN JOEL
[redacted]

PID:231514 LOPEZ GREGORIO
[redacted]

PID:231511 FLORES MARIA C
[redacted]

PID:231532 RODRIGUEZ VICKI
[redacted]

PID:231530 GARCIA JORGE A
[redacted]

PID:231534 MORALES GRISELDA
[redacted]

PID:231512 GONZALEZ ELIZABETH
[redacted]

PID:231535 LOPEZ ANDRES M
[redacted]

PID:1015557 HIDALGO COUNTY IRRIGATION #1
[redacted]

PID:295092 LOPEZ RENE A
[redacted]

PID:295095 LOPEZ RENE A
[redacted]

PID:295084 ANTUNA JUAN J & ERNESTINA
[redacted]

PID:295089 SANTIAGO JOHANNA TORRES
[redacted]

PID:295085 RAMIREZ CRISTELIA M ET AL
[redacted]

PID:295086 IBLA SOLUTIONS LLC
[redacted]

PID:295096 MONTEMAYOR YOLANDA
[redacted]

PID:295087 HIDALGO CO WATER CONTROL &
[redacted]

PID:503653 GONZALEZ GRACIELA M
[redacted]

PID:503654 TORRES DAVID & ELESVIA M LVG TR
[redacted]

PID:295090 HARVEST INTERNATIONAL ASSEMBLY OF GOD
[redacted]

PID:1181093 DGED TEXAS LLC
[redacted]

PID:1309680 MONIET ANA P
[redacted]

PID:1309679 HIDALGO COUNTY IRRIGATION DISTRICT NO. 1
[redacted]

PID:295093 HIDALGO COUNTY IRRIGATION
[redacted]

PID:713577 HIDALGO COUNTY DRAINAGE DIST NO. 1
[redacted]

PID:1459633 HARVEST INTERNATIONAL ASSEMBLY OF GOD
[redacted]

ORDINANCE NO. _____

AN ORDINANCE AMENDING, SUPPLEMENTING, AND CHANGING THE BOUNDARIES OF COMMERCIAL, GENERAL (CG) DISTRICT AND RESDIENTIAL, MULTIFAMILY (RM) DISTRICT TO RESIDENTIAL (RU), URBAN AND TOWNHOME DISTRICT, BEING 7.14 ACRES OF LAND COMPRISED OF THE NORTH ½ OF THE NORTH 330.0 FEET OF SOUTH 510.0 FEET, 2.0 ACRES, BEING 150.0 FEET BY 580.8 FEET OUT OF THE SOUTH 1/2 AND 0.14 ACRES BEING 10.0 FEET BY 629.2 FEET, ALL OUT OF THE SOUTH ½ OF THE LOT 11, SECTION 237, TEXAS MEXICAN RAILWAY COMPANY'S SURVEY, LOCATED AT 1201 NORTH MCCOLL ROAD, EDINBURG, HIDALGO COUNTY, TEXAS, FROM ONE DISTRICT TO ANOTHER; PROVIDING A REPEALER CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE; PROVIDING FOR CODIFICATION; PROVIDING A WAIVER OF THE THREE (3) SEPARATE READINGS; AND ORDAINING OTHER PROVISIONS RELATED TO THE SUBJECT MATTER HEREOF.

WHEREAS, the owner of the herein described real estate has submitted to the Planning and Zoning Commission of the City of Edinburg, Texas, a proposed amendment, and the proposed supplement and change to the boundaries of the Commercial, General (CG) District and Residential, Multifamily (RM) District to Residential, Urban (RU) and Townhome 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 7.14 Acres of Land Comprised of the North ½ of the North 330.0 Feet of South 510.0 Feet, 2.0 Acres Being 150.0 Feet by 580.8 Feet out of the South 1/2 , and 0.14 Acres Being 10.0 Feet by 629.2 Feet, all out of the South ½ of the Lot 11, Section 237, Texas Mexican Railway Company's Survey, from Commercial, General (CG) District and Residential, Multifamily (RM) District to Residential, Urban (RU) and Townhome 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 August 14, 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 September 2, 2025 at 6:00 P.M., in the Edinburg City Hall, City Council Chambers, located at 415 West University Drive, Edinburg, Texas, which time was not less than 15 days nor more than 20 days from the date of publication, and that said public hearing was held at such time and place, and all of which procedure in the giving of notice and the holding of said public hearing is hereby ratified and confirmed as meeting all the requirements of said Unified Development Code of the City of Edinburg, Texas and applicable statutes; and

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

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

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

SECTION II. The zoning of the first above-described property is hereby changed from Commercial, General (CG) District and Residential, Multifamily (RM) District to Residential, Urban (RU) and Townhome District, and the boundaries of said Districts are hereby amended, supplemented and changed so as to delete the said area from the said Commercial, General (CG) District and Residential, Multifamily (RM) District and added to the Residential, Urban (RU) and Townhome 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 2nd day of September 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: September 2, 2025
PUBLIC HEARINGS
Agenda Item No: 7.D.
Rezoning Request - Bowman

1. **Agenda Item:**
Hold Public Hearing and Consider the Ordinance Providing for the Rezoning Request from Agriculture and Open Space (AO) District to Commercial, General (CG) District, 2.869 Acres Out of Lot 2, Block 3, A.M. McColl Subdivision, City of Edinburg, Hidalgo County Texas as shown by Plat of Record In Volume 21 at Page 597 of the Deed Records of Hidalgo County, Texas and Being a Portion of that 39.84-Acre Tract of Land Described In Deed of Record in Document Number 961104 of the Official Records of Hidalgo County, Texas, Located at 2401 W. Owassa Road, as Requested by Bowman. [Jaime Acevedo, Director of Planning & Zoning]

2. **Description:**
This property is located at the northwest corner of S. Jackson Road and W. Owassa Road The property is currently zoned Agriculture and Open Space (AO) District which is intended to support agriculture-supported uses as the primary use of land, and restricts uses or activities that interfere with agriculture or are incompatible because the users are negatively impacted by noise, dirt, or odors associated with agriculture. The property has a total lot frontage of 587.99 along S. Jackson Road and W. Owassa Road for a lot depth of 450 feet for a total of 2.869 acres. The requested zoning designation is Commercial, General (CG) District, which is the primary commercial district, meant to accommodate a wide range of commercial uses, including highway service uses and community or regional commercial, office, and service uses. Currently, the lot is vacant. The applicant is proposing to construct a convenient store at this location.

Adjacent zoning is Agriculture and Open Space (AO) District to the north, east and west. Property located to the south currently is outside the City of Edinburg City Limits Surrounding land consists of commercial uses and vacant land. The future land use designation for this property is for General Commercial Uses.

Staff mailed a notice of the public hearing to 6 neighboring property owners on Friday, August 1, 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 August 13, 2025.

On August 8, 2025 Planning staff met with City of Edinburg development departments to discuss the proposed rezoning. It was determined infrastructure in this area may support the proposed development.

On August 14, 2025, the Planning & Zoning Commission recommended with a vote of 7-0 to approve the Rezoning Request.

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

applicable.

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

Prepared by:
Rita Guerrero, Assistant Director of Planning and Zoning

Attachments:

A. City Council Agenda Packet Attachments
B. Ordinance

MEETING DATES:
PLANNING & ZONING COMMISSION – 08/14/2025
CITY COUNCIL – 09/02/2025
DATE PREPARED – 08/06/2025

STAFF REPORT
GENERAL INFORMATION

APPLICATION: Consider the Rezoning Request from Agriculture and Open Space (AO) District to Commercial, General (CG) District

APPLICANT: Dove Retail Partners, LTD

AGENT: Bowman

LEGAL: 2.869 Acres Out of Lot 2, Block 3, A.M. McColl Subdivision, City of Edinburg, Hidalgo County Texas as shown By Plat of Record In Volume 21 at Page 597 of The Deed Records of Hidalgo County, Texas and Being a Portion of that 39.84-Acre Tract of Land Described In Deed of Record In Document Number 961104 of the Official Records of Hidalgo County, Texas

LOCATION: 2401 West Owassa Road

LOT/TRACT SIZE: 2.869 Acres

CURRENT USE: Vacant

PROPOSED USE: Commercial, General (CG) District

EXISTING ZONING: Agriculture and Open Space (AO) District

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

LAND USE PLAN: General Commercial 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 Commercial, General (CG) District,

REZONING REQUEST
BOWMAN

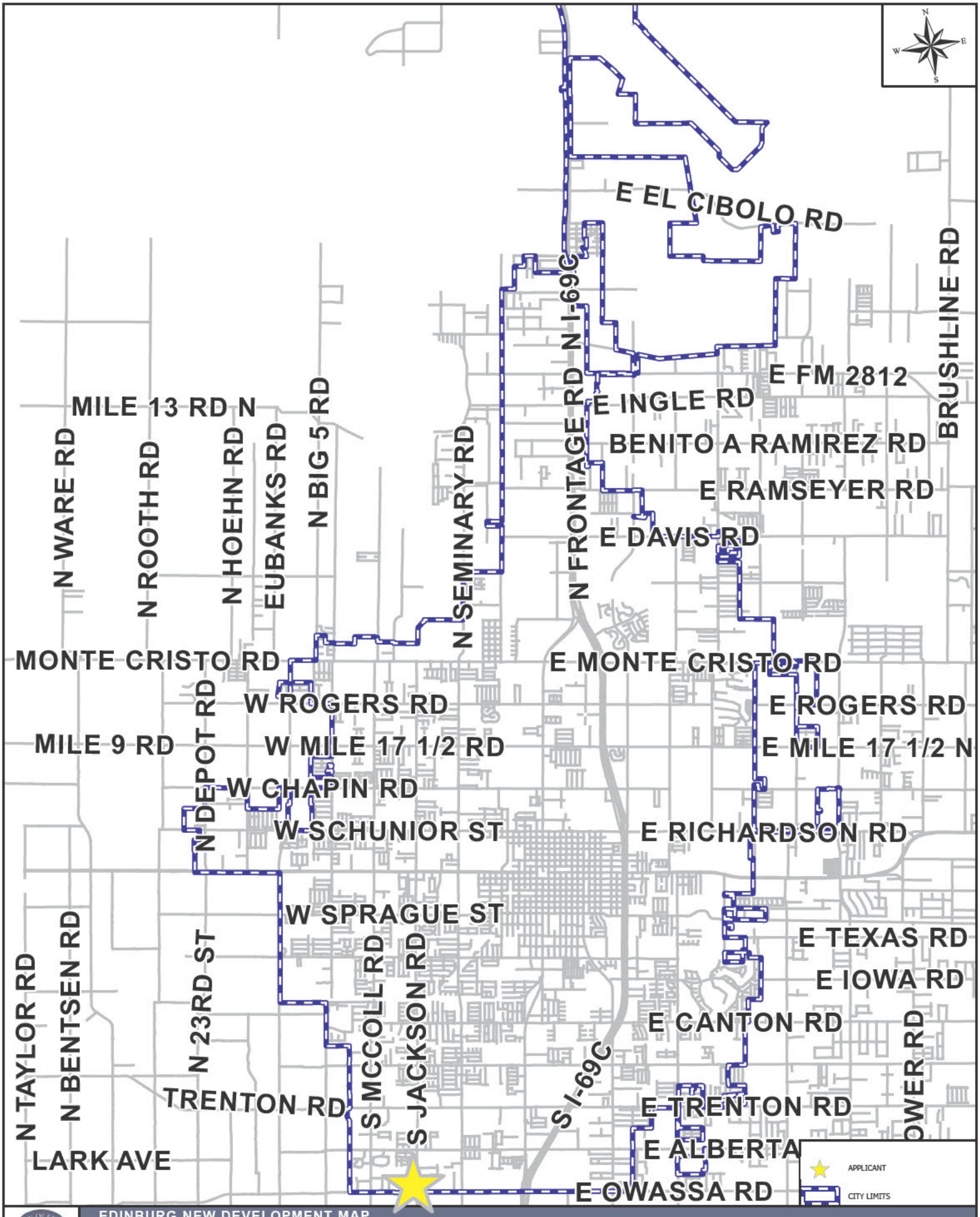
EVALUATION

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

1. Property currently sits vacant.
2. Surrounding land consists of commercial uses, and vacant land.
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 Commercial, General (CG) District, based on existing land uses and the character of the area. If approved, the applicant will need to comply with all requirements during the permitting process including compliance with subdivision regulations, building/fire codes, fire protection, parking, landscape buffer-yards, solid waste services, utility, and other City requirements, as applicable.

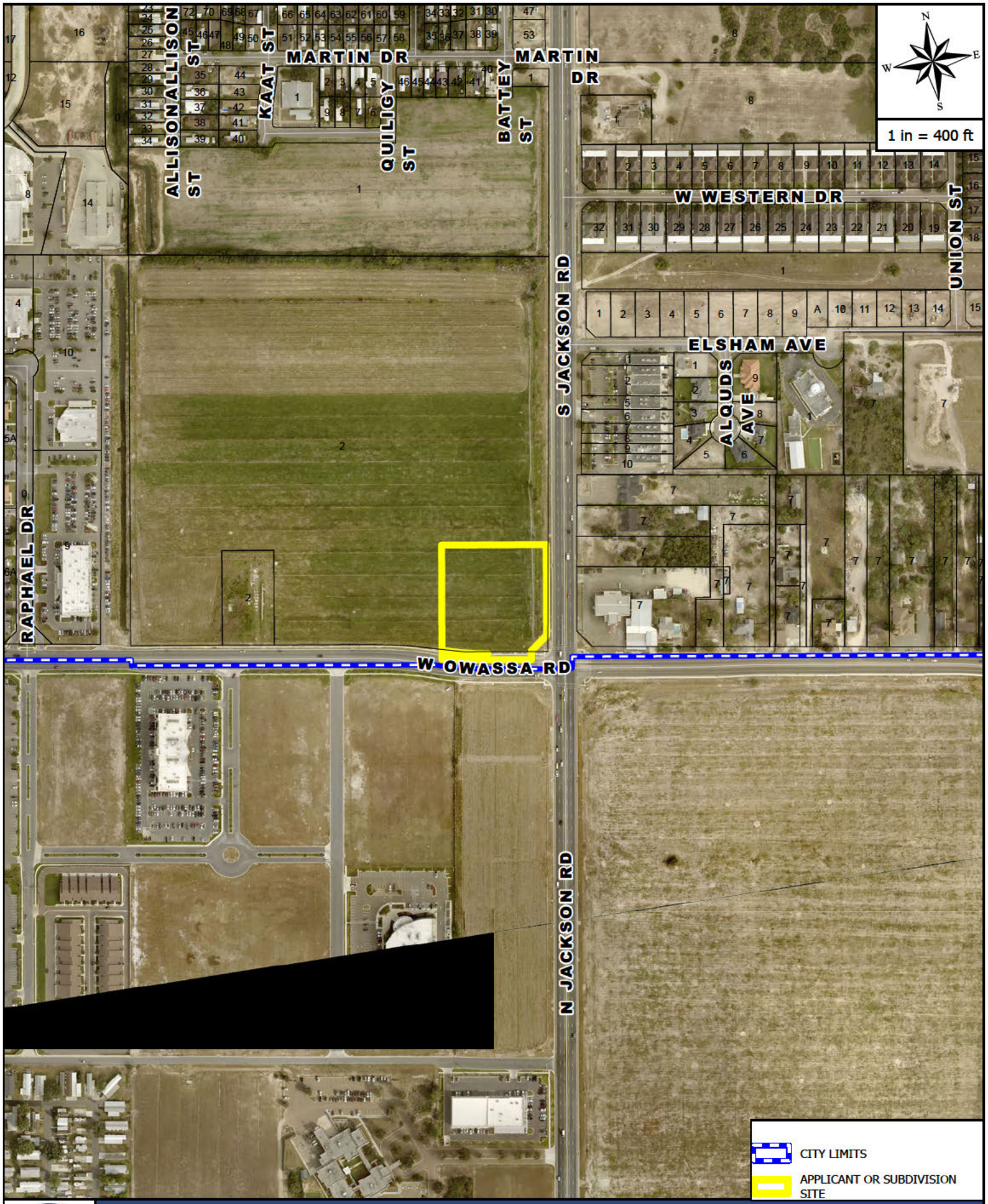
Staff mailed a notice of the public hearing to 6 neighboring property owners on Friday, August 1, 2025, and received no comments in favor or against this request at the time this report was prepared. Notice of this public hearing was published in the newspaper on August 13, 2025.



EDINBURG NEW DEVELOPMENT MAP

APPLICANT AND/OR SUBDIVISION:

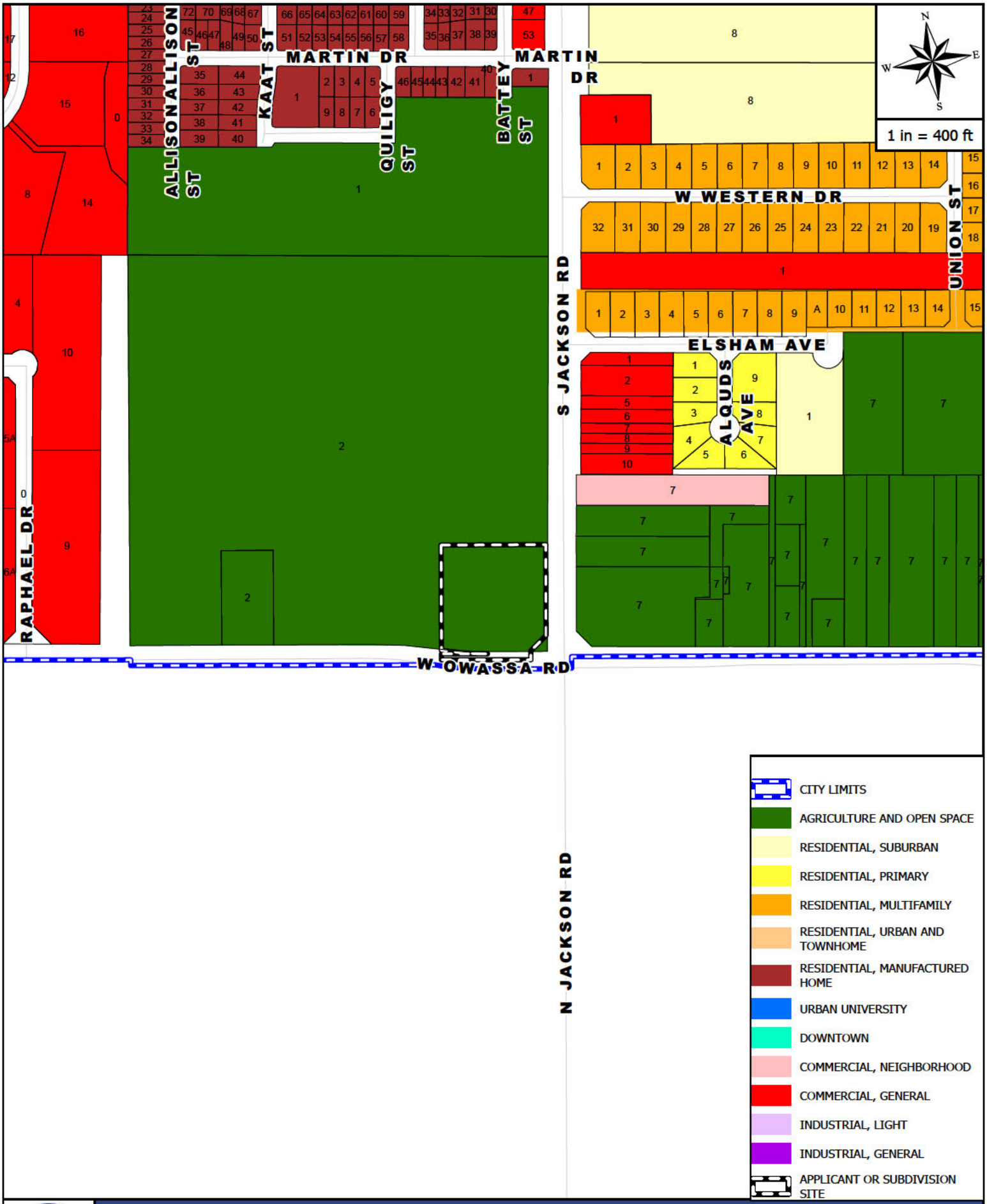
RZNE-2025-0288 2401 W OWASSA RD



AERIAL MAP

APPLICANT AND/OR SUBDIVISION:

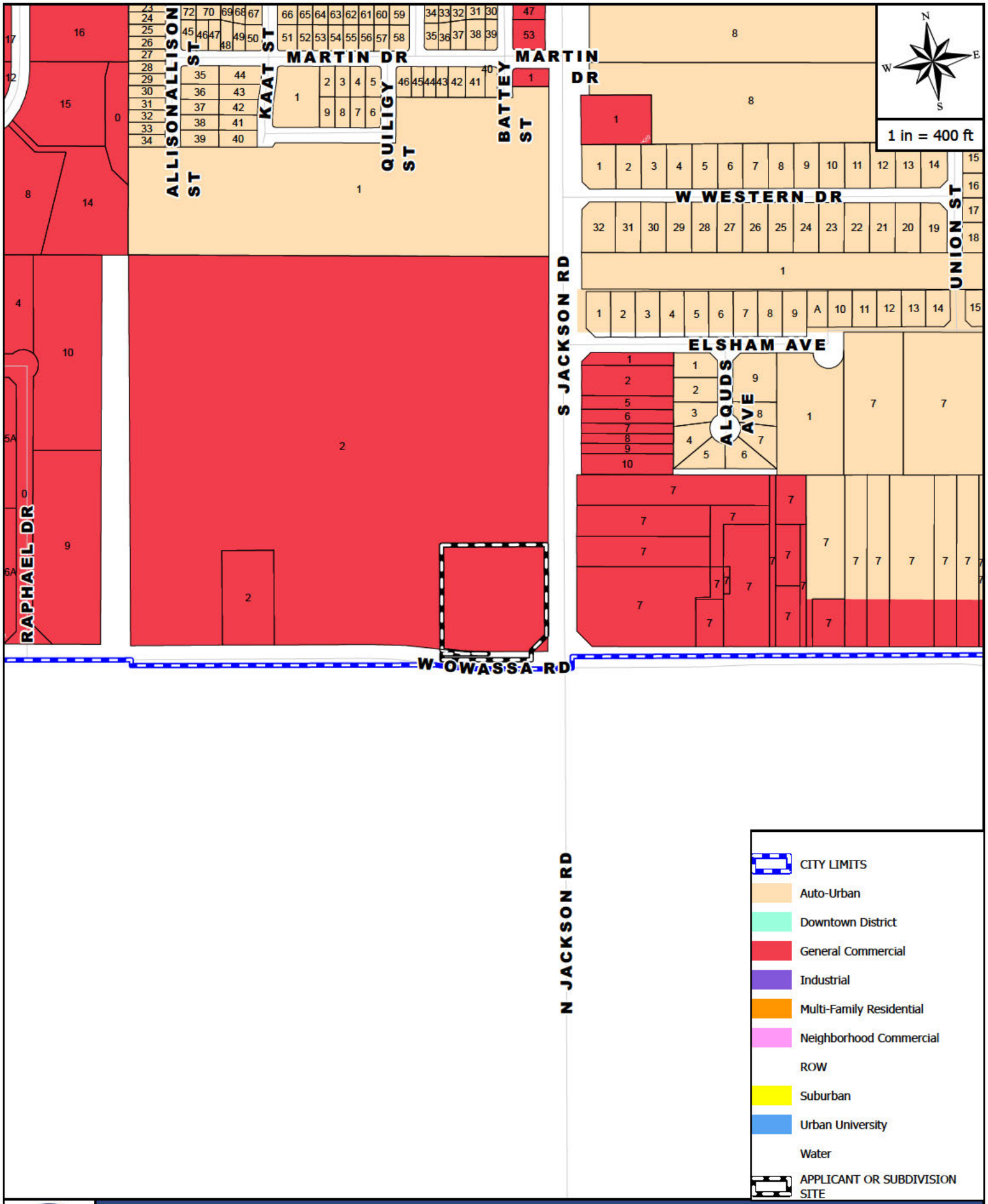
RZNE-2025-0288 2401 W OWASSA RD



ZONING MAP

APPLICANT AND/OR SUBDIVISION:

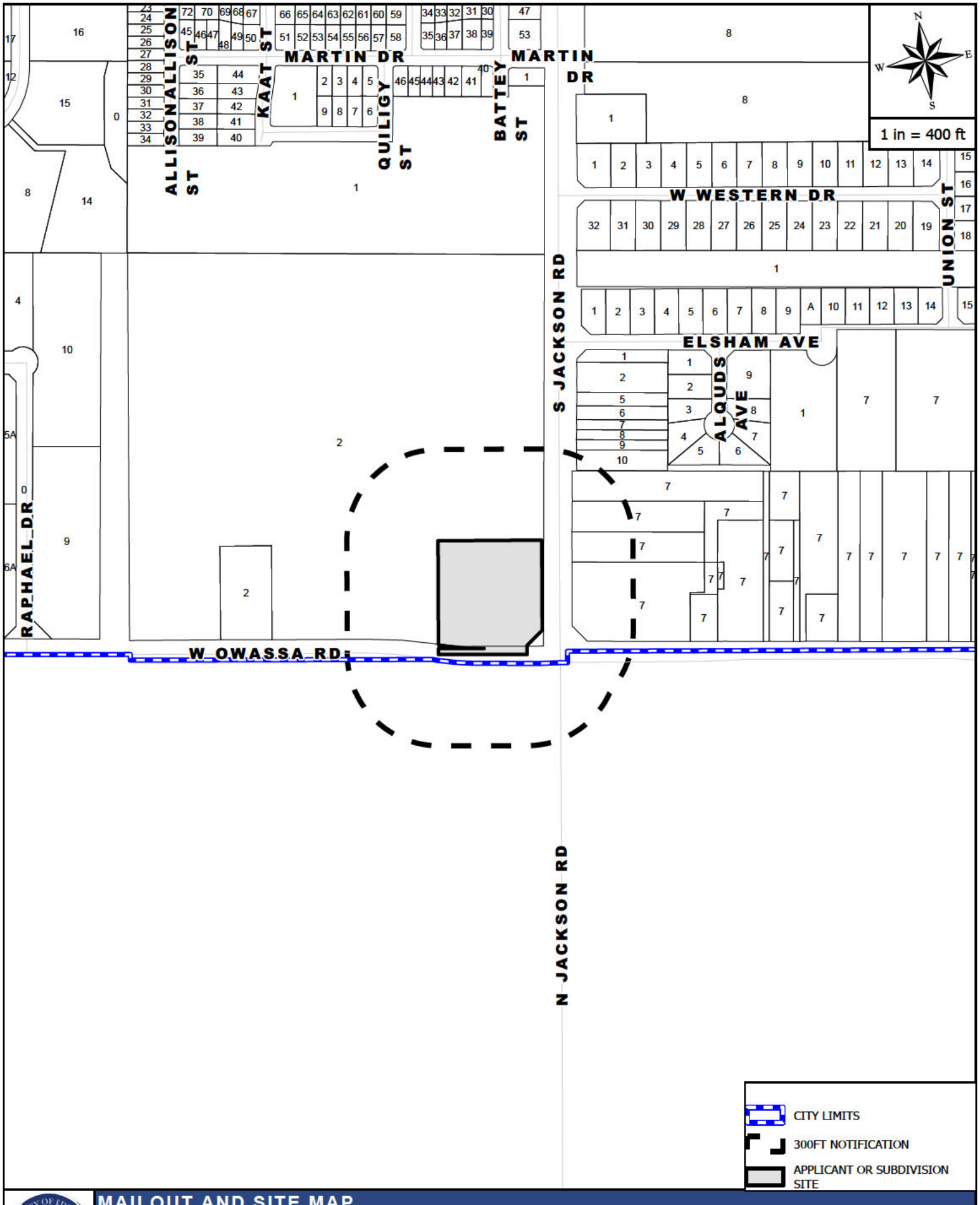
RZNE-2025-0288 2401 W OWASSA RD



FUTURE LANDUSE MAP

APPLICANT AND/OR SUBDIVISION:

RZNE-2025-0288 2401 W OWASSA RD



MAILOUT AND SITE MAP

APPLICANT AND/OR SUBDIVISION:

RZNE-2025-0288 2401 W OWASSA RD

Rezoning Request Site Photo

Bowman

2401 W Owassa Road





LOCATION MAP
NOT TO SCALE

ZONING:
AGRICULTURE & OPEN SPACE (AO)

(AGRICULTURAL USE)
MAXIMUM HEIGHT= 65'
FRONT BUILDING SETBACK= 50'
SIDE BUILDING SETBACK (CORNER) = 50'
SIDE BUILDING SETBACK= 50'
REAR BUILDING SETBACK = 50'

(OTHER NON RESIDENTIAL USES)
MAXIMUM HEIGHT= 35'
FRONT BUILDING SETBACK= 150'
SIDE BUILDING SETBACK (CORNER) = 150'
SIDE BUILDING SETBACK= 80'
REAR BUILDING SETBACK = 200'

BENCHMARKS:

BENCHMARK #1= CHISELED SQUARE WITH X SET ON CONCRETE
ELEVATION= 107.19'
BENCHMARK #2= CHISELED SQUARE WITH X SET ON CONCRETE
ELEVATION= 108.57'

PARKING:

PARKING SPACES= 0
HANDICAP PARKING SPACES= 0
TOTAL PARKING SPACES= 0

EXCEPTIONS LISTED UNDER ITEM 10 SCHEDULE B OF THE TITLE COMMITMENT REFERENCED UNDER GENERAL NOTE 1

10. The following matters and all terms of the documents creating or offering evidence of the matters (We must insert matters or delete this exception.):

a. All leases, grants, exceptions or reservations of coal, lignite, oil, gas and other minerals, together with all rights, privileges, and immunities relating thereto, appearing in the Public Records whether listed in Schedule B or not. There may be leases, grants, exceptions or reservations of mineral interest that are not listed.

b. All conveyances, contracts, deeds, reservations, exceptions, limitations, leases, and similar interests in or to any geothermal energy and associated resources below the surface of land, together with all rights, privileges, and immunities relating thereto, appearing in the Public Records whether listed in Schedule B or not, all as provided by Section 2703.056 (a) of the Texas Insurance Code.

Rights, if any, to use the surface of the Land for the extraction or development of any geothermal energy and associated resources below the surface of the Land resulting in damage to an improvement located on the Land on or after Date of Policy (said rights).

"Company insures the Insured against loss, if any, sustained by the Insured under the terms of this Policy by reason of the enforcement of said rights as to the land. Company agrees to provide defense to the Insured in accordance with the terms of this Policy if suit is brought against the Insured to enforce said rights as to the land."

c. Rights of parties in possession. (Owners Policy Only)

d. Rights of tenants in possession under unrecorded leases or rental agreements.

e. Intentionally Deleted.

f. Intentionally Deleted.

g. Building lines and easements as set forth on the plat and dedication recorded in Volume 21, Page 597, of the Deed Records of Hidalgo County, Texas. [Surveyor's Remarks: Applies and affects as plotted on survey.]

h. Pipeline easement granted to Tennessee Gas Transmission Company, by instrument recorded in Volume 749, Page 540, of the Deed Records of Hidalgo County, Texas. [Surveyor's Remarks: Applies and affects. Blanket easement.]

i. Pipeline easement granted to Tennessee Gas Transmission Company, by instrument recorded in Volume 751, Page 517, of the Deed Records of Hidalgo County, Texas. [Surveyor's Remarks: Applies and affects. Not plottable.]

j. Intentionally Deleted.

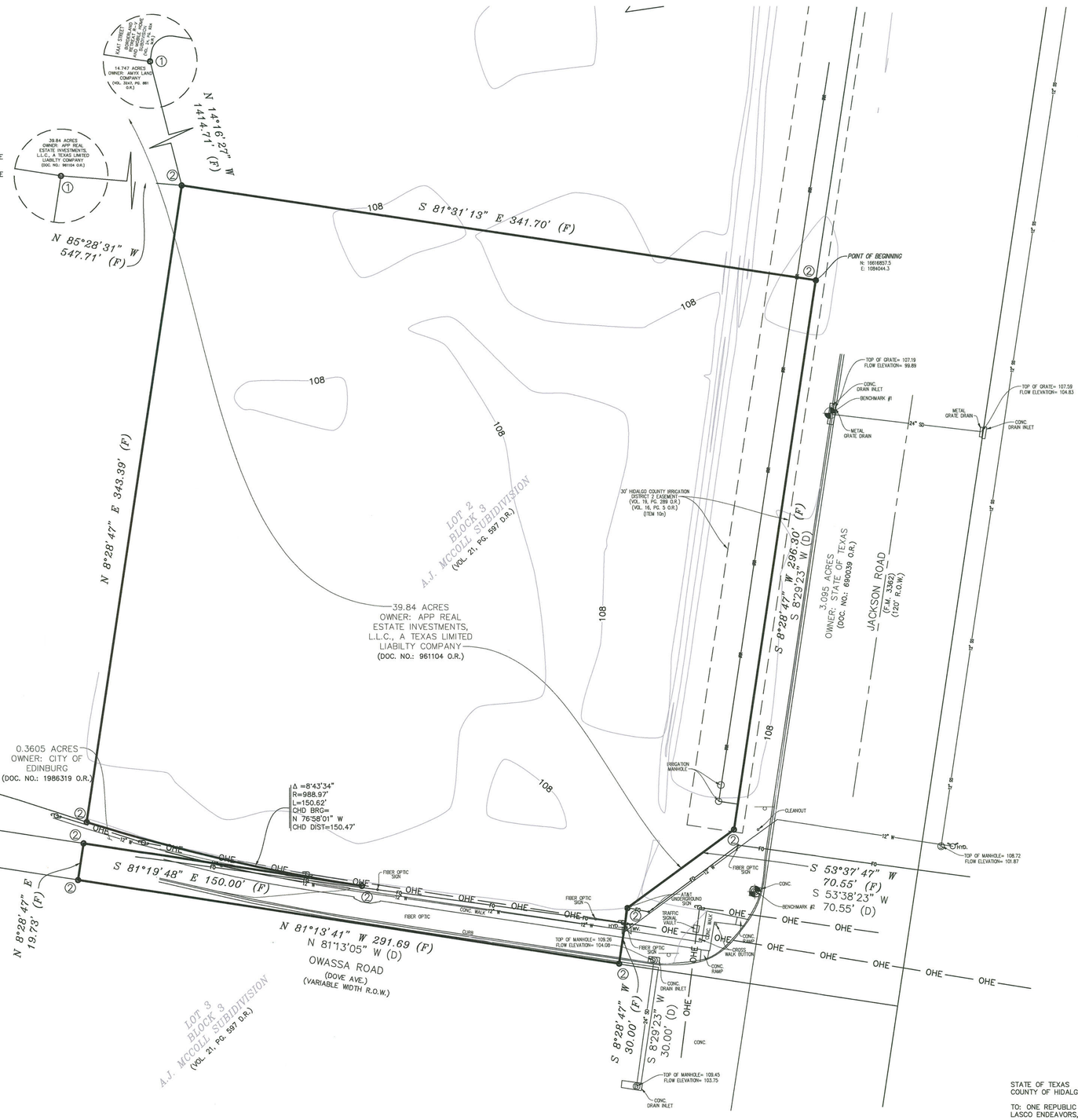
k. Terms, conditions, provisions, and stipulations contained in Ordinance No. 1995-65, regarding annexation, filed for record under Hidalgo County Clerk's File No. 1995-488799. [Surveyor's Remarks: Applies and affects. Not plottable.]

l. All the oil, gas and other minerals, and all other elements not considered a part of the surface estate, the royalties, bonuses, rentals and all other rights in connection with same all of which are expressly excepted therefrom and not insured hereunder, as the same are set forth in instrument recorded in Volume 1810, Page 395, of the Deed Records of Hidalgo County, Texas. (Said interest not investigated subsequent to date of reservation or conveyance. [Surveyor's Remarks: Applies and affects. Not plottable.]

m. All subterranean waters in or under the subject property, including without limitation, all percolating waters and underground reservoirs, and all rights appurtenant to the full use and enjoyment thereof, and all rights appurtenant to all underground streams in or under the property that are charcterized by definite channels as reserved by instrument filed for record in Volume 19, Page 289 of the Deed Records of Hidalgo County, Texas. Rights to use the surface of the subject property for the purpose of removing subsurface waters are reserved, as therein provided. [Surveyor's Remarks: Applies and affects. Not plottable.]

n. Irrigation easement by instrument recorded in Volume 16, Page 5 and Volume 19, Page 289, of the Deed Records of Hidalgo County, Texas. [Surveyor's Remarks: Applies and affects as plotted on survey.]

o. No liability is assumed by the location of the overhead electric lines, fiber optic lines, inside the herein described property as shown on the survey dated October 2, 2024, prepared by Lemuel T. Sinclair, Registered Public Land Surveyor No. 5142



GRAPHIC SCALE
0 15 30 60
(IN FEET)
1 inch = 30 ft.

LEGEND:
① = FOUND 1/2" IRON BAR WITHOUT A CAP
② = CALCULATED POINT
(F) = FIELD BEARING
(D) = DEED BEARING
R.O.W. = RIGHT-OF-WAY
—OHE— = OVERHEAD ELECTRIC
WM. = WATER METER
WV. = WATER VALVE
Ⓓ = STORM DRAIN MANHOLE
Ⓢ = SANITARY SEWER MANHOLE
CONC. = CONCRETE
Δ = DELTA ANGLE
CHD BRG = CHORD BEARING
CHD DIST = CHORD DISTANCE
= POWER POLE
= FIRE HYDRANT
—SD— = STORM DRAIN LINE
—SS— = SANITARY SEWER LINE
— W — = WATER LINE
—FO— = UNDERGROUND FIBER OPTIC
—IRR— = IRRIGATION LINE
M.R. = MAP RECORDS OF HIDALGO COUNTY, CLERK
O.R. = OFFICIAL RECORDS OF HIDALGO COUNTY, CLERK
D.R. = DEED RECORDS OF HIDALGO COUNTY, CLERK
FT. = FEET
F.M. = FARM TO MARKET
N = NORTHING
E = EASTING

THE STATE OF TEXAS
COUNTY OF HIDALGO

METES AND BOUNDS DESCRIPTION OF A SURVEY OF

2.869 acres out of Lot 2, Block 3, A.J. McColl Subdivision, City of Edinburg, Hidalgo County Texas as shown by plat of record in Volume 21 at page 597 of the Deed Records of Hidalgo County, Texas and being a portion of that 39.84-acre tract of land described in deed of record in Document Number 961104 of the Official Records of Hidalgo County, Texas, and being more particularly described by metes and bounds, as surveyed, as follows:

Beginning at a calculated point in the west right-of-way line of Jackson Road, the east boundary line of a 39.84-acre tract of land described in deed of record in Document Number 961104 of the Official Records of Hidalgo County, Texas and the west boundary line of a 3.095-acre tract of land described in deed of record in Document Number 690039 of the Official Records of Hidalgo County, Texas, at Northing 16616857.5 and Easting 1084044.3, for the northeast corner of this tract;

Thence S 828'47" W (called S 829'23" W) crossing Lot 2, Block 3, A.J. McColl Subdivision, City of Edinburg, Hidalgo County Texas as shown by plat of record in Volume 21 at page 597 of the Deed Records of Hidalgo County, Texas, with the west right-of-way line of Jackson Road, the east boundary line of said 39.84-acre tract and a west boundary line of said 3.095-acre tract a distance of 296.30 feet to a calculated point, a southeast corner of said 39.84-acre tract and a reentrant corner of said 3.095-acre tract, for a southeast corner of this tract;

Thence S 5337'47" W (called S 5338'23" W) with the cutback right-of-way line of Jackson Road, the southeast boundary line of said 39.84-acre tract and the northwest boundary line of said 3.095-acre tract a distance of 70.55 feet (called 70.55 feet) to a calculated point, a reentrant corner of said 39.84-acre tract and a northwest corner of said 3.095-acre tract, for a reentrant corner of this tract;

Thence S 828'47" W (called S 829'23" W) with the west right-of-way line of Jackson Road, a east boundary line of said 39.84-acre tract and the west boundary line of said 3.095-acre tract a distance of 30.00 feet (called 30.00 feet) to a calculated point at the point of intersection of the east right-of-way line of Jackson Road and the north right-of-way line of Owassa Road, the south boundary line of said Lot 2, the north boundary line of Lot 3, said Block 3, the southeast corner of said 39.84-acre tract and the southwest corner of said 3.095-acre tract, for the southeast corner of this tract;

Thence N 8113'41" W (called N 8113'05" W) with the north right-of-way line of Owassa Road, the south boundary line of said Lot 2, the south boundary line of said 39.84-acre tract and the north boundary line of said Lot 3 a distance of 291.69 feet to a calculated point, for the southwest corner of this tract;

Thence N 828'47" E crossing said Lot 2 and crossing said 39.84-acre tract a distance of 19.73 feet to a calculated point in the south boundary line of a 0.3605-acre tract of land described in Document Number 1986319 of the Official Records of Hidalgo County, Texas, for a northwest corner of this tract;

Thence S 8119'48" E with a south boundary line of said 0.3605-acre tract a distance of 150.00 feet to a calculated point in the arc of a curve having a radius of 988.97 feet, the east corner of said 0.3605-acre tract, for a reentrant corner of this tract;

Thence curve right in a northwesterly direction along the arc of said curve having a radius of 988.97 feet, through a central angle of 843'34", a chord bearing and distance of N 76'58'01" W – 150.47 feet, a distance of 150.62 feet to a calculated point, for a southwest corner of this tract;

Thence N 828'47" E a distance of 343.39 feet to a calculated point for the northwest corner of this tract, whence an ½" iron bar found set in the ground in the south right-of-way line of Kaat Street and a reentrant corner of a 14.747-acre tract of land described in deed of record in Volume 3247 at page 861 of the Official Records of the Hidalgo County, Texas, bears N 1416'27" W a distance of 1,414.71 feet and whence an ½" iron bar found set in the ground, a reentrant corner of said 39.84-acre tract, bears N 8528'31" W a distance of 547.71 feet;

Thence S 8131'13" E a distance of 341.70 feet to the point of beginning.

Containing 2.869 acres (124,965 square feet) of land, more or less.

The bearings and coordinates for this survey are based on the Texas State Plane Coordinate System (Grid), Texas South Zone (4205), North American Datum of 1983 (NA2011) epoch 2010.

GENERAL NOTES:

1.) This survey relies on a Commitment for Title Insurance issued by Old Republic National Title Insurance Company, under G.F. No. 242032-AW effective date December 27, 2024 at 12:00 a.m.; issued January 8, 2025 at 8:00 a.m., for all matters of record, including easements, rights-of-way, and other encumbrances of public record affecting the subject property. No additional research has been performed by Sinclair Land Surveying, Inc., to determine the existence of any other encumbrances.

2.) All bearings herein are based on the Texas State Plane Coordinate System, South Zone (4205), North American Datum 1983 (NA2011), Epoch 2010. All distances herein are grid and may be converted to surface by multiplying by a combined scale factor of 1.000040.)

3.) The subject property is located in Zone "X" unshaded area per the National Flood Insurance Program FIRM Map Number 48033404250 Hidalgo County, Texas, latest revision November 16, 1982.

4.) There are no designated wetland areas located within the subject tract per the U.S. Fish and Wildlife Service's "National Wetlands Inventory" on-line mapping website.

5.) Surface or subsurface faulting, hazardous waste, or other environmental issues have not been addressed within the scope of this survey. Further, there is no surface evidence that this site is being used as a solid waste dump, sump, or sanitary land fill.

6.) There was no evidence of recent dirt work or earth moving within subject property.

7.) Underground utility lines shown hereon are from record drawings by others and have not been verified in the field. Depths of these lines are unknown. There may be other buried utility lines of which this surveyor is unaware. The building contractor is responsible to verify actual locations of all underground utilities, prior to commencement of construction.

8.) Fences and edges of pavement may meander between locations shown dimensioned hereon. Dimensions are from boundary lines of the subject tract to the feature being identified.

9.) This property is located within the City of Edinburg, Hidalgo County, Texas, and is subject to the platting and development ordinances of the City of Edinburg and Hidalgo County.

10.) This property is located in the City of Edinburg according to the City of Edinburg city limits map this property is located within Agriculture & Open Space (AO).

AREA: 2.869 ACRES
(124,965 SQUARE FEET)

BUYER: LASCO ENDEAVORS, LLC, A TEXAS LIMITED LIABILITY COMPANY, AND ITS ASSIGNS

ADDRESS: OWASSA ROAD

G.F. NO. 242032-AW

DRAWN BY: J.C. CREW CHIEF: M.O.

STATE OF TEXAS
COUNTY OF HIDALGO

TO: ONE REPUBLIC NATIONAL TITLE INSURANCE COMPANY AND LASCO ENDEAVORS, LLC

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 STANDARDS DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS AND INCLUDES ITEMS 1, 2, 3, 4, 5, 6(a), 6(b), 7(a), 8, 9, 11(a), 11(b), 13, 14, 17 and 19 OF TABLE A THEREOF. THE FIELD WORK WAS COMPLETED ON JANUARY 30, 2025.

DATE OF PLAT OR MAP: OCTOBER 2, 2024.

BY: _____
LEMUEL T. SINCLAIR
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5142

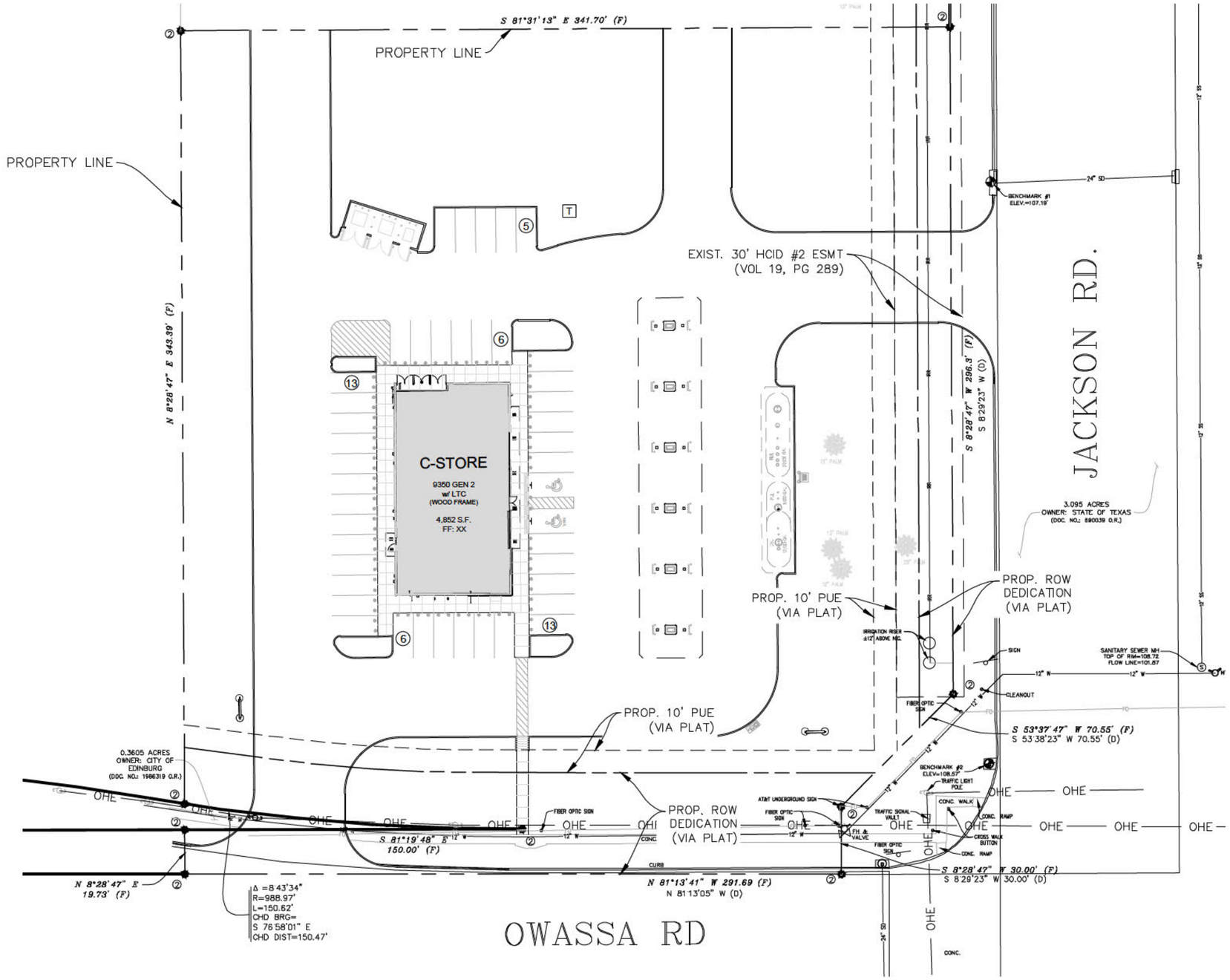
DATE: OCTOBER 2, 2024
REVISED: JANUARY 30, 2025
REVISED: APRIL 24, 2025

STATE OF TEXAS
REGISTERED
LEMUEL T. SINCLAIR
5142
PROFESSIONAL
LAND SURVEYOR

ALTA/NSPS LAND TITLE SURVEY OF
2.869 ACRES OUT OF
LOT 2, BLOCK 3
A.J. MCCOLL SUBDIVISION
CITY OF EDINBURG
HIDALGO COUNTY, TEXAS

VOL. 21, PG. 597, DEED RECORDS

SINCLAIR LAND SURVEYING, INC.
3411 MAGIC DRIVE
SAN ANTONIO, TEXAS 78229
210-341-4518
TBPELS FIRM NO.10089000
JOB NUMBER: S-202477621



SCALE: 1"=50'

GENERAL SITE INFO

EXISTING ZONING: AGRICULTURAL

PROPOSED ZONING: COMMERCIAL GENERAL

PROPOSED LOT SIZE: 2.869 ACRES

PROPOSED USE: C-STORE & GAS STATION

PROPOSED PARKING COUNT: 43

NOTE: SEPARATE SITE PLAN AND SUBDIVISION PLAT SUBMITTALS FOR PROJECT WILL BE MADE. SITE SPECIFIC INFORMATION SUCH AS DIMENSIONS & LOCATIONS OF PROPOSED IMPROVEMENTS SHOWN ON THIS EXHIBIT SHALL ONLY BE USED FOR REFERENCE.

FOR INTERIM REVIEW ONLY

THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF INTERIM REVIEW ONLY, UNDER THE AUTHORITY OF:

JAMIE D. HORA, P.E.
P.E. NO 129806
DATE: JULY 3, 2025

AND IS NOT INTENDED TO BE USED FOR CONSTRUCTION PURPOSES.

SITE PLAN EXHIBIT
STRIPES #42814
JACKSON RD & OWASSA RD
EDINBURG, TX 78539
JULY 2025

Bowman
Bowman Consulting Group, Ltd.
Firm Registration No. 14309
111 Tower Dr.
Suite 325
San Antonio, Texas 78232
Phone: (210) 298-1600
Email: jhora@bowman.com
www.bowmanconsulting.com

V:\250449 - 7-Eleven\250449-01-023 (ENG) - Stripes - Edinburg, TX\Engineering\Exhibits\Utility Exhibit.dwg Jul 03, 2025-1:37pm Terra Associates Inc., jhora

THE CITY OF Edinburg
PLANNING AND ZONING DEPARTMENT

ZONE CHANGE APPLICATION

Today's Date: 7/2/25

Case # : _____

OWNER INFORMATION

Name: Dove Retail Partners, Ltd. **Phone No. :** [redacted]

Contact Name: George Willett

Mailing Address: [redacted] **City:** [redacted] **Zip:** [redacted]

Email Address: [redacted]

APPLICANT INFORMATION

Name: Bowman **Phone No. :** [redacted]

Contact Name: Jamie Hora

Mailing Address: [redacted] **City:** [redacted] **Zip:** [redacted]

Email Address: [redacted]

PROPERTY INFORMATION

Address/Location being Rezoned: Northwest corner of W. Owassa (Dove Ave) & Jackson Rd

Legal Description of Property: **Property ID(s):** 230936 (HCAD)

2.869 Acres out of Lot 2 Block 3 A.J McColl Subdivision

(A corresponding subdivision plat application will be submitted for this lot also).

Zone Change: From: AO - AGRICULTURE AND OPEN SPACE **To:** CG - COMMERCIAL, GENERAL

Existing Land Use: Agricultural Farming

Reason for Zone Change: Developing into gas station and convenience store

Jamie Hora
(Please Print Name)

Jamie Hora
Digitally signed by Jamie Hora
DN: C=US, E=jhora@bowman.com, O="Terra, a Bowman Company", CN=Jamie Hora
Date: 2025.07.10 08:45:59-05'00'
Signature

AMOUNT PAID $ _____ **RECEIPT NUMBER** _____

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

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

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

Zone Change Requirements

All items are required to be submitted with the application.

	DATE	INITIALS
1. Zoning Application	7/10/25	jdh
2. Application Fee $400 (NON-REFUNDABLE)	7/10/25	jdh
3. Survey	7/10/25	jdh
4. Metes & Bounds Description	7/10/25	jdh
5. Warranty Deed	7/10/25	jdh
6. Preliminary Site Plan / Sketch	7/10/25	jdh
7. If not owner, Authorization Letter from Owner	7/10/25	jdh
8. Special Use Permit (if aaplicable)		

NOTE: IF ACREAGE PROPERTY IS INVOLVED, THEN A SURVEY AND A METES AND BOUNDS DESCRIPTION ARE REQUIRED.

A SITE INSPECTION WILL BE CONDUCTED AS PART OF THE REZONING PROCESS

OFFICE USE ONLY

Staff Recommendation	☐ Approval	☐ Denial
Planning & Zoning	☐ Approved	☐ Denied
City Council	☐ Approved	☐ Denied

Case #

Comments:

OWNER NOTIFICATION LIST REPORT

PID:230936 APP REAL ESTATE INVESTMENTS LLC

[redacted]

PID:230963 ORIGINAL 4 LLC

[redacted]

PID:230964 MARTINEZ RAMONA H

[redacted]

PID:230970 MARTINEZ RAMONA H

[redacted]

PID:230965 LOPEZ RODOLFO BARRERA

[redacted]

PID:631784 ARIASI PROPERTIES LP

[redacted]

ORDINANCE NO. _____

AN ORDINANCE AMENDING, SUPPLEMENTING, AND CHANGING THE BOUNDARIES OF AGRICULTURAL AND OPEN SPACE (AO) DISTRICT TO COMMERCIAL, GENERAL (CG) DISTRICT, BEING 2.869 ACRES OUT OF LOT 2, BLOCK 3, A.M. MCCOLL SUBDIVISION, CITY OF EDINBURG, HIDALGO COUNTY TEXAS AS SHOWN BY PLAT OF RECORD IN VOLUME 21 AT PAGE 597 OF THE DEED RECORDS OF HIDALGO COUNTY, TEXAS AND BEING A PORTION OF THAT 39.84-ACRE TRACT OF LAND DESCRIBED IN DEED OF RECORD IN DOCUMENT NUMBER 961104 OF THE OFFICIAL RECORDS OF HIDALGO COUNTY, TEXAS, LOCATED AT 2401 W. OWASSA 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 Agricultural and Open Space (AO) District to Commercial, General (CG) District, as set out in the Unified Development Code of the City of Edinburg, Texas, heretofore finally passed, approved, and adopted by said City Council on the 9th day of August, 2022. Such proposed amendment is to change the zoning of a 2.869 Acres out of Lot 2, Block 3, A.M. McColl Subdivision, City of Edinburg, Hidalgo County Texas as shown by Plat of Record In Volume 21 at page 597 of the Deed Records of Hidalgo County, Texas and Being a Portion of that 39.84-acre tract of Land Described In Deed of Record in Document Number 961104 of the Official Records Of Hidalgo County, Texas, from Agricultural and Open Space (AO) District to Commercial, General (CG) District, for a recommendation and report by said Planning and Zoning Commission; and

WHEREAS, the said Planning and Zoning Commission of the City of Edinburg, Texas, gave due notice as provided by said Unified Development Code of a public hearing to be held before said Planning and Zoning Commission, on August 14, 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 September 2, 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 Agricultural and Open Space (AO) District to Commercial, General (CG) District, and the boundaries of said Districts are hereby amended, supplemented and changed so as to delete the said area from the said Agricultural and Open Space (AO) District and added to the Commercial, General (CG) District.

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

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

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

SECTION VI. CODIFICATION: That this Ordinance shall not be published in the

Code of Ordinances of the City of Edinburg, Texas, as it is not amendatory thereof.

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

READ, CONSIDERED, PASSED AND APPROVED at a regular meeting of the City Council of the City of Edinburg, Texas at which a quorum was present and which was held in accordance with V.T.C.A., Government Code, Section 551.041, on the 2nd day of September 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: September 2, 2025
PUBLIC HEARINGS
Agenda Item No: 7.E.
Rezoning Request - Jessica Marie Capetillo

1. **Agenda Item:**
Hold Public Hearing and Consider the Ordinance Providing for the Rezoning Request from Agriculture and Open Space (AO) District to Residential, Primary (RP) District, Lot 44, Colonia Esperanza Subdivision, Unit No. 3, Located at 906 Esperanza Street, as Requested by Jessica Marie Capetillo. [Jaime Acevedo, Director of Planning & Zoning]

2. **Description:**
This property is located on the south side of Esperanza Street, approximately 230 feet east of Ramos Lane. The property is currently zoned Agriculture and Open Space (AO) District, which is the primary commercial district, meant to accommodate a wide range of commercial uses, including highway service uses and community or regional commercial, office, and service uses. This property has a lot width of 79.80 feet and a lot depth of 120.00 feet for a total lot area of 9,576 square feet. The requested zoning designation is the Residential, Primary (RP) District, which is intended to create residential neighborhoods, characterized tree-lined streets and buildings covering a larger percentage of the lots, beginning to create a sense of enclosure. There is an existing single-family residential home at this location. This property was annexed into the city limits of Edinburg on March 17, 2015, thus the Agriculture and Open Space (AO) District zoning. The applicant is proposing to add to the existing home and would like to be following required setbacks as per the City of Edinburg Unified Development Code.

Adjacent zoning is Agriculture and Open Space (AO) District in all directions. 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 43 neighboring property owners on Friday, August 1, 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 August 13, 2025.

On August 8, 2025, Planning staff met with City of Edinburg development departments to discuss the proposed rezoning. It was determined infrastructure in this area may support the proposed development.

On August 14, 2025, the Planning & Zoning Commission recommended with a vote of 7-0 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 existing land uses and the character of the area. If approved, the applicant will need to comply with all requirements during the permitting process including compliance with subdivision regulations, building/fire codes, fire protection, parking, landscape buffer-yards, solid waste services, utility, and other City requirements, as applicable.

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

Prepared by:
Rita Guerrero, Assistant Director of Planning and Zoning

Attachments:

A. City Council Agenda Packet Attachments
B. Ordinance

MEETING DATES:
PLANNING & ZONING COMMISSION – 08/14/2025
CITY COUNCIL – 09/02/2025
DATE PREPARED – 08/07/2025

STAFF REPORT
GENERAL INFORMATION

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

APPLICANT: Jessica Marie Capetillo

AGENT: Not applicable

LEGAL: Lot 44, Colonia Esperanza Subdivision, Unit No. 3

LOCATION: 906 Esperanza Street

LOT/TRACT SIZE: 9,576 square feet

CURRENT USE: Single-family residential

PROPOSED USE: Residential, Primary (RP) District

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 – Agriculture and Open Space (AO) District

LAND USE PLAN: Auto Urban Uses

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

RECOMMENDATION: Staff recommends approval of the Rezoning Request from Agriculture and Open Space (AO) District to Residential, Primary (RP) District

REZONING REQUEST
JESSICA MARIE CAPETILLO

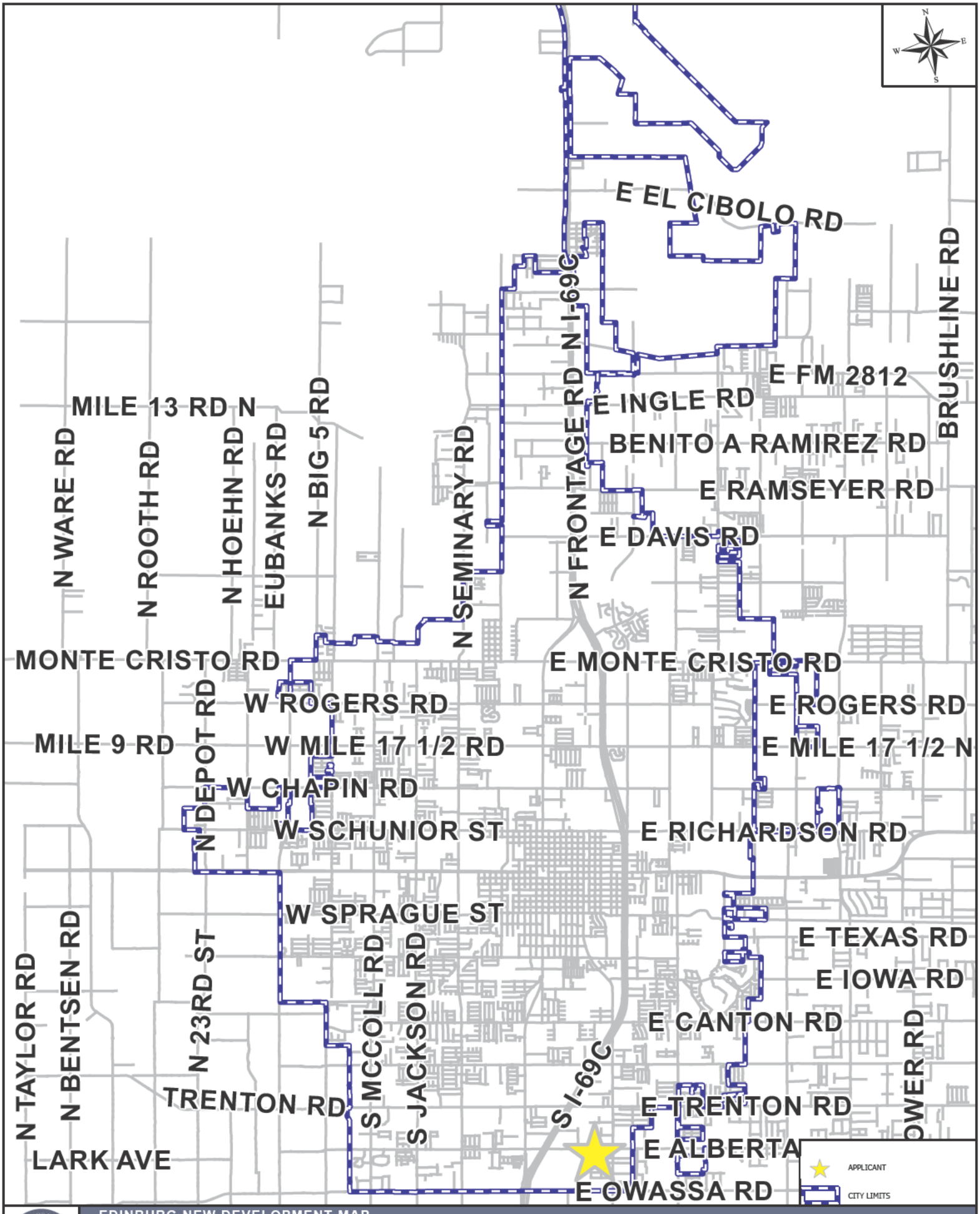
EVALUATION

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

1. There is an existing single family residential home at this location.
2. Surrounding land consists of residential uses.
3. The proposed zoning is consistent with the Future Land Use Plan.
4. The property was annexed into the City Limits of Edinburg on March 17, 2015 thus the Agriculture and Open Space (AO) District zoning.

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

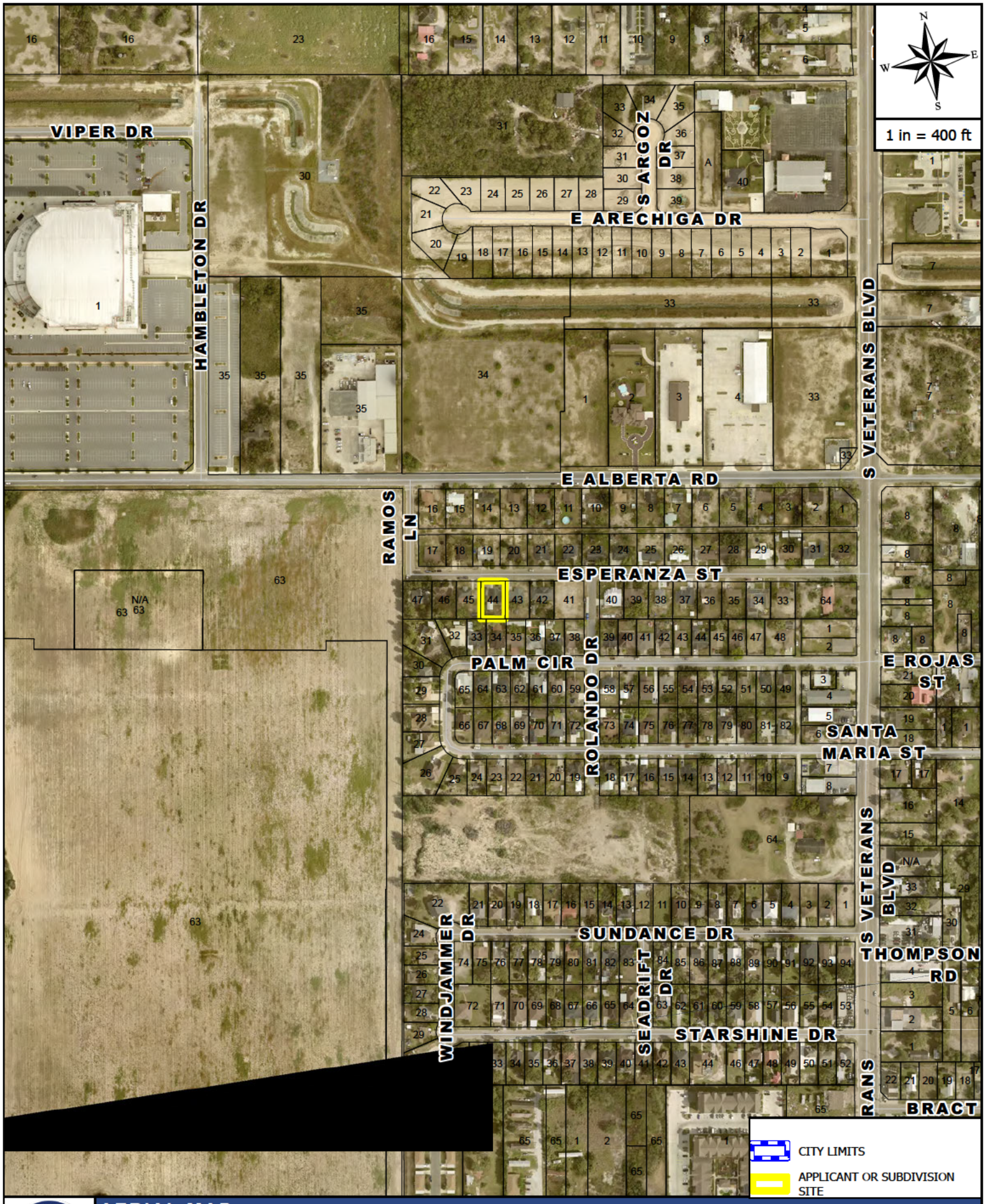
Staff mailed a notice of the public hearing to 43 neighboring property owners on Friday, August 1, 2025, and received no comments in favor or against this request at the time this report was prepared. Notice of this public hearing was published in the newspaper on August 13, 2025.



EDINBURG NEW DEVELOPMENT MAP

APPLICANT AND/OR SUBDIVISION:

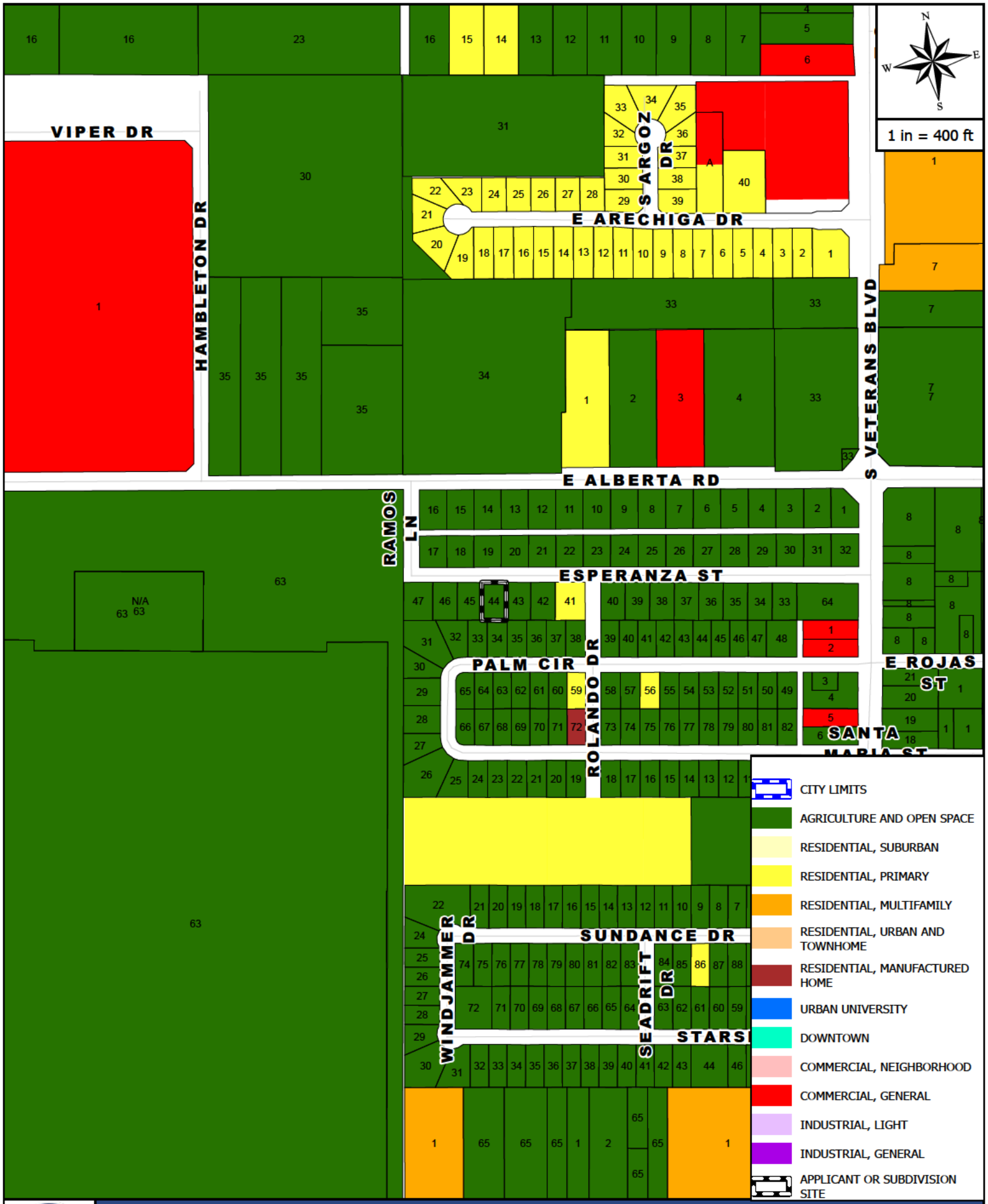
RZNE-2025-0291 906 ESPERANZA ST



AERIAL MAP

APPLICANT AND/OR SUBDIVISION:

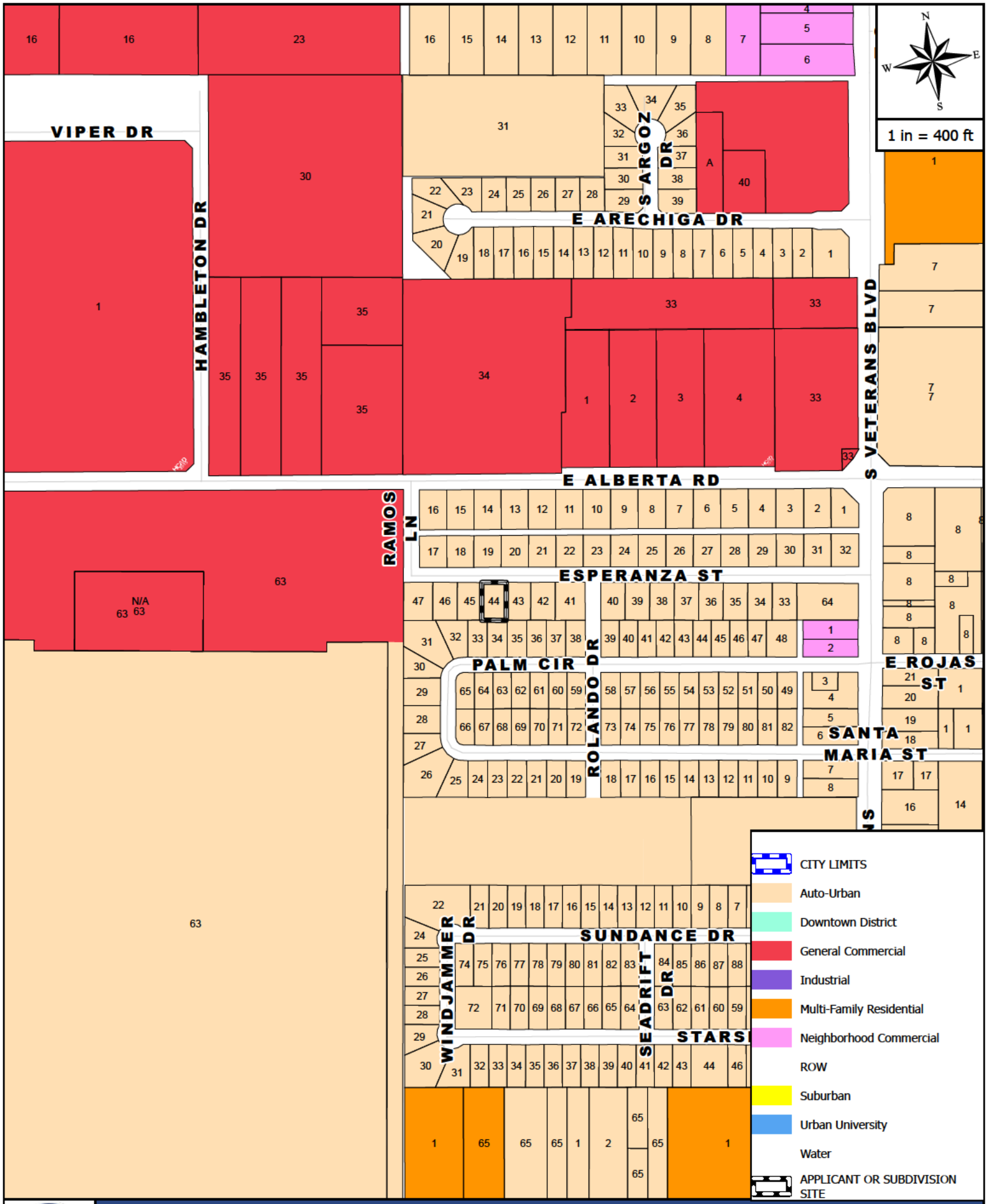
RZNE-2025-0291 906 ESPERANZA ST



ZONING MAP

APPLICANT AND/OR SUBDIVISION:

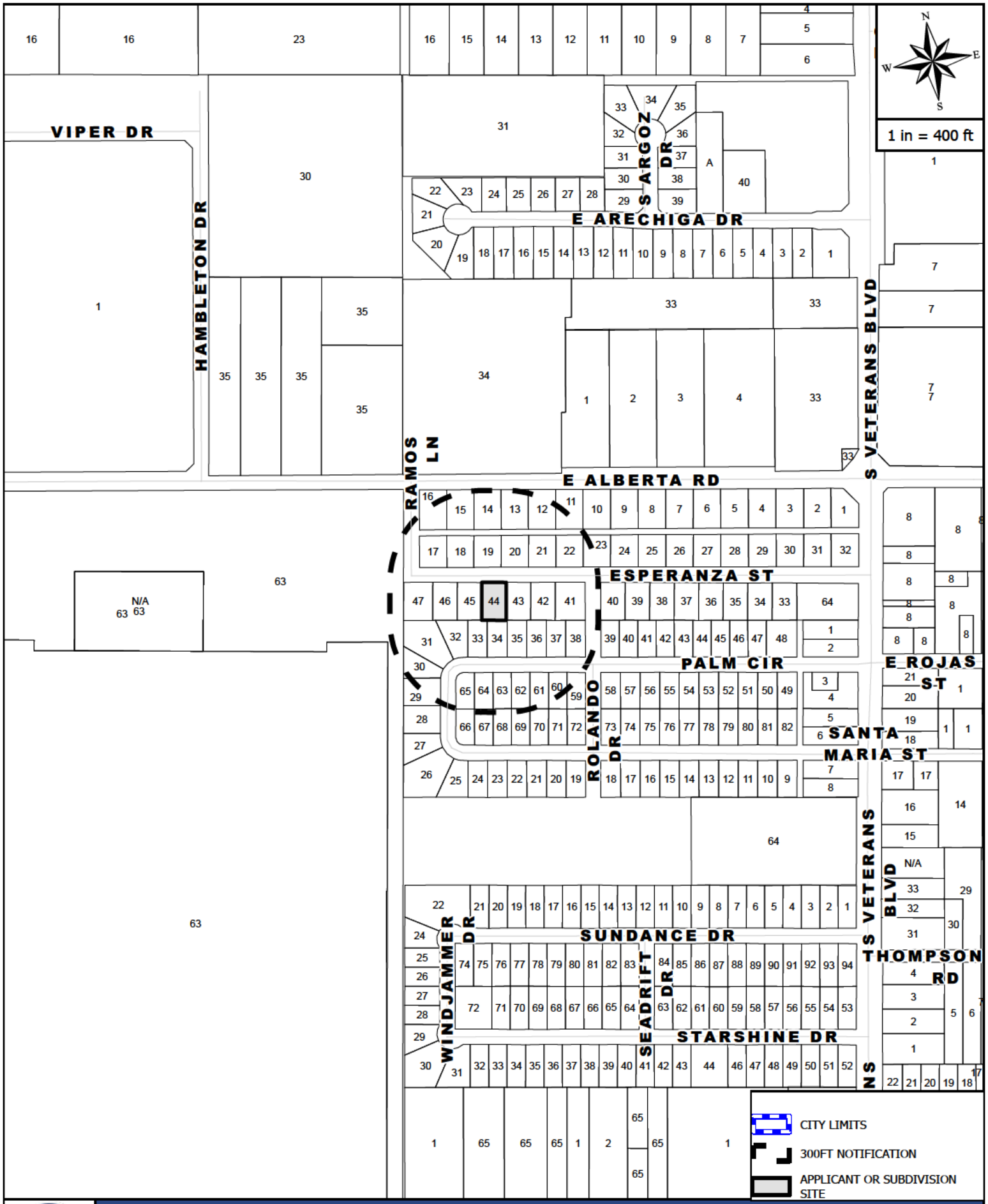
RZNE-2025-0291 906 ESPERANZA ST



FUTURE LANDUSE MAP

APPLICANT AND/OR SUBDIVISION:

RZNE-2025-0291 906 ESPERANZA ST



MAILOUT AND SITE MAP

APPLICANT AND/OR SUBDIVISION:

RZNE-2025-0291 906 ESPERANZA ST

Rezoning Request Site Photo

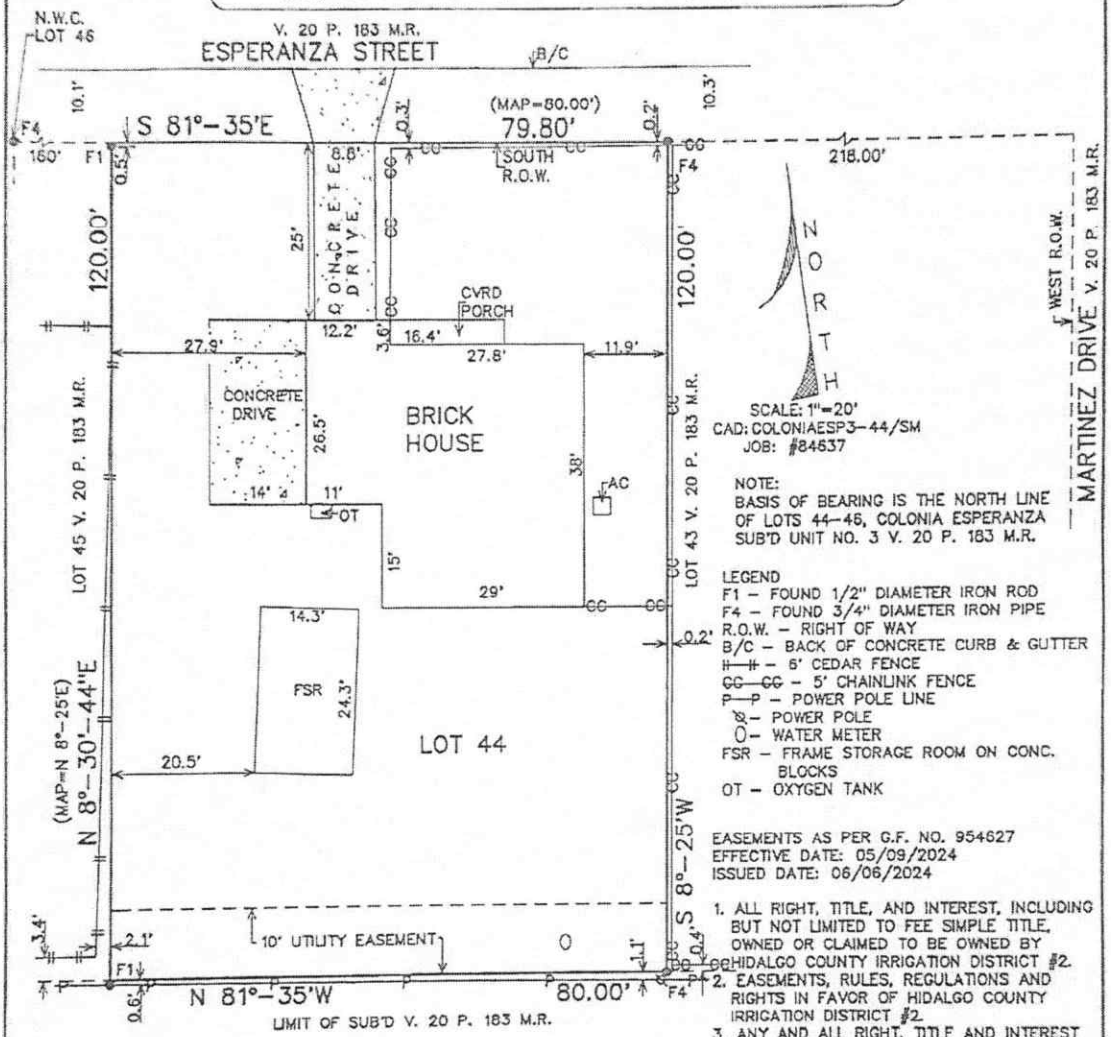
Jessica Capetillo

906 Esperanza St



PEÑA ENGINEERING

FIRM #10087200 · 1001 WHITEWING · P.O. BOX 4320
(956) 682-8812 · McALLEN, TEXAS 78502 · FAX (956) 631-PENA



NOTE:
BASIS OF BEARING IS THE NORTH LINE OF LOTS 44-46, COLONIA ESPERANZA SUB'D UNIT NO. 3 V. 20 P. 183 M.R.

LEGEND
F1 – FOUND 1/2" DIAMETER IRON ROD
F4 – FOUND 3/4" DIAMETER IRON PIPE
R.O.W. – RIGHT OF WAY
B/C – BACK OF CONCRETE CURB & GUTTER
H—H – 6' CEDAR FENCE
CC—CC – 5' CHAINLINK FENCE
P—P – POWER POLE LINE
– POWER POLE
– WATER METER
FSR – FRAME STORAGE ROOM ON CONC. BLOCKS
OT – OXYGEN TANK

EASEMENTS AS PER G.F. NO. 954627
EFFECTIVE DATE: 05/09/2024
ISSUED DATE: 06/06/2024

1. ALL RIGHT, TITLE, AND INTEREST, INCLUDING BUT NOT LIMITED TO FEE SIMPLE TITLE, OWNED OR CLAIMED TO BE OWNED BY HIDALGO COUNTY IRRIGATION DISTRICT #2.
2. EASEMENTS, RULES, REGULATIONS AND RIGHTS IN FAVOR OF HIDALGO COUNTY IRRIGATION DISTRICT #2.
3. ANY AND ALL RIGHT, TITLE AND INTEREST IN THE LAND CLAIMED BY HIDALGO COUNTY IRRIGATION DISTRICT NO. 2 V. 26 P. 234 D.R.

BUYER'S NAME: DOLFIN RGV, LLC

FLOOD ZONE: By GRAPHICAL PLOTTING COMMUNITY PANEL NO. 480334 0425 C
MAP REVISED: 11/16/1982

☐ Zone "A" – This is to certify that this property is in a flood prone area.
☒ Zone "B" – This is to certify that this property is not in a flood prone area. However limits between the 100 year and 500 year flood are subject to flooding with average depths less than one foot.
☐ Zone "C" – This is to certify that this property is not in a flood prone area.

I certify that this plat represents the facts found on the ground at the time of survey and that there are no visible or apparent easements, discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments, or overlapping of improvements or visible easements except as shown on this plat. No subsurface utilities or service connections are shown, © copyright 2024 PENA ENGINEERING this survey was provided in multiple originals solely for the borrower named hereon, in conjunction with the original transaction which shall take place within 6 months after the survey was provided. No license has been created or implied to copy this Survey. Survey valid only if print has original seal and signature.

ADDRESS: 906 ESPERANZA STREET EDINBURG, TEXAS 78542

LEGAL DESCRIPTION: LOT 44, COLONIA ESPERANZA SUBDIVISION, UNIT NO. 3, AN ADDITION TO THE CITY OF EDINBURG, HIDALGO COUNTY, TEXAS,
ACCORDING TO THE MAP RECORDED IN VOLUME 20 PAGE 183
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS.

Pablo Peña

06/07/2024
DATE

PABLO PEÑA III
REG. PROFESSIONAL LAND SURVEYOR No. 5242

THE CITY OF Edinburg
PLANNING AND ZONING DEPARTMENT

ZONE CHANGE APPLICATION

Today's Date: 7/9/2025

Case # : _____

OWNER INFORMATION

Name: Jessica Capetillo Phone No. : [redacted]

Contact Name: _____

Mailing Address: [redacted] City: [redacted] Zip: [redacted]

Email Address: [redacted]

APPLICANT INFORMATION

Name: _____ Phone No. : _____

Contact Name: _____

Mailing Address: _____ City: _____ Zip: _____

Email Address: _____

PROPERTY INFORMATION

Address/Location being Rezoned: 906 Esperanza St

Legal Description of Property: Property ID(s): 150903

Colonia Esperanza Ut No. 3 Lot 44

Zone Change: From: Agriculture To: Residential Primary

Existing Land Use: Residential

Reason for Zone Change: _____

Jessica Capetillo
(Please Print Name)

Signature

AMOUNT PAID $ _____ RECEIPT NUMBER _____

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

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

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

8:14/25 9/2/25

OWNER NOTIFICATION LIST REPORT

PID:150872 PENA LEOFREDO ET UX

[redacted]

PID:150876 MANN LILLIAN

[redacted]

PID:314526 GONZALEZ DANIEL S & MARIA TERESA

[redacted]

PID:314527 FAZ JESUS JR & AMAIRANI & IRIDIAN

[redacted]

PID:314528 VARELA ESMERALDA S

[redacted]

PID:314529 RAMIREZ ARACELI

[redacted]

PID:314530 ESPARZA ALFREDO JR & ROSA L

[redacted]

PID:150874 SANCHEZ MARIA OLGA

[redacted]

PID:150871 BENAVIDES FELIPE & MARIA

[redacted]

PID:150881 DE LEON ROLANDO & ALMA A SOLIS

[redacted]

PID:150878 VILLANUEVA GENOVEVO

[redacted]

PID:314494 SANDOVAL GONZALO SR

[redacted]

PID:314496 CARDENAS ROBERTO & EULALIA

[redacted]

PID:314523 GRACIA HECTOR H & LAURA L

[redacted]

PID:314525 HERNANDEZ NOEMI & NORBERTO

[redacted]

PID:314532 VASQUEZ JOSE V & ALEJANDRA

[redacted]

PID:314534 GOMEZ MARIA GRISEL

[redacted]

PID:150901 SOLIS EULALIO & CORNELIA

[redacted]

PID:150902 OLIVAREZ DALIA

[redacted]

PID:150900 CASTRO MANUEL OROZCO ET AL

[redacted]

PID:314493 SALINAS MANUEL & ROSA MARIA

[redacted]

PID:150906 REYES BENITO & MANUELA

[redacted]

PID:150905 JORDAN BONIFACIO

[redacted]

PID:150904 HERRERA GRISELDA GIOVANNI VELA

[redacted]

PID:150903 CAPETILLO JESSICA MARIE

[redacted]

PID:150873 GARZA SAN JUANITA

[redacted]

PID:150870 DELGADO ASCENCION

[redacted]

PID:150882 MELENDEZ ELIZANDRO

[redacted]

PID:150879 TREJO MARIA ROSA

[redacted]

PID:314495 CHAPA MARIN & ERCILIA

[redacted]

PID:314497 ALMAZAN DIANA

[redacted]

PID:314502 CASTANEDA MIGUEL & AURELIA

[redacted]

PID:314524 MONTALVO JAVIER H

[redacted]

PID:314531 GUZMAN VICENTE & MARIA O

[redacted]

PID:314533 SALINAS RAMON & MARISOL

[redacted]

PID:150880 LOPEZ ERIC A & GUADALUPE

[redacted]

PID:150877 CANTU SAN JUANITA E

[redacted]

PID:150875 MONTANO NORA

[redacted]

PID:314498 FAZ ALFONSO

[redacted]

PID:314499 VELA MARCOS & IRMA

[redacted]

PID:314500 PALACIOS FERNANDO & MARIE

[redacted]

PID:314501 RESENDEZ JOSE LUIS

[redacted]

PID:627901 KHANA SANJAY & ANJALI

[redacted]

ORDINANCE NO. _____

AN ORDINANCE AMENDING, SUPPLEMENTING, AND CHANGING THE BOUNDARIES OF AGRICULTURAL AND OPEN SPACE (AO) DISTRICT TO RESIDENTIAL, PRIMARY (RP) DISTRICT, BEING LOT 44, COLONIA ESPERANZA SUBDIVISION, UNIT NO. 3 LOCATED AT 906 ESPERANZA STREET, 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 Agricultural 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 being Lot 44, Colonia Esperanza Subdivision, Unit No.3, from Agricultural 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 August 14, 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 September 2, 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 Agricultural 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 Agricultural and Open Space (AO) District and added to the 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 2nd day of September 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: September 2, 2025
PUBLIC HEARINGS
Agenda Item No: 7.F.
Rezoning Request - Melden & Hunt, Inc.

1. **Agenda Item:**
Hold Public Hearing and Consider the Ordinance Providing for the Rezoning Request from Commercial, General (CG) District and Residential, Multi-Family (RM) District to Residential, Urban (RU) & Townhome District, 19.895 Acres Being Out of Lot 7, Section 240, Texas-Mexican Railway Company's Survey, Volume 1, Page 12, H.C.M.R. City of Edinburg, Hidalgo County, Texas, Located at 2898 North McColl Road, as Requested by Melden and Hunt, Inc. [Jaime Acevedo, Director of Planning & Zoning]

2. **Description:**
This property is located at the northeast corner of N. McColl Road and W. Rogers Road. The property is currently zoned Commercial, General (CG) District and Residential, Multi-Family (RM) District, which is a mixture of the primary commercial district, meant to accommodate a wide range of commercial uses, and a high intensity residential district intended to accommodate various multi-family residential uses. The property has a total frontage of 660.00 feet along West Rogers Road and 1,313.05 along North McColl Road for a total area of 19.895 acres. The requested zoning designation is Residential, Urban (RU) & Townhome District, which is the highest intensity single-family residential district. The district includes auto-urban and higher densities meant to meet the community's need for more compact developments, walkable areas, and affordable housing. Traditionally associated with downtown areas, these densities may be desirable in other locations where there is a need and demand for smaller single-family homes. Currently the lot sits vacant. The applicant is proposing to construct a town home development consisting of 107 lots. Currently the property is undergoing subdivision review under the name McColl Coves Subdivision.

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

Staff mailed a notice of the public hearing to 70 neighboring property owners on Friday, August 1, 2025, and received no comments in favor and 1 against this request at the time this report was prepared. Notice of this public hearing will be published in the newspaper on August 13, 2025.

On August 8, 2025, Planning staff met with City of Edinburg development departments to discuss the proposed rezoning. It was determined more information will need to be provide to determine if the infrastructure in this area may support the proposed development.

On August 14, 2025, the Planning & Zoning Commission recommended with a vote of 7-0 to approve the Rezoning Request.

3. **Staff's Recommendation:**

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

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

Prepared by:
Rita Guerrero, Assistant Director of Planning and Zoning

Attachments:

A. City Council Agenda Packet Attachments
B. Ordinance

MEETING DATES:
PLANNING & ZONING COMMISSION – 08/14/2025
CITY COUNCIL – 09/02/2025
DATE PREPARED – 08/06/2025

STAFF REPORT
GENERAL INFORMATION

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

APPLICANT: Riverside Development LLC

AGENT: Melden and Hunt, Inc.

LEGAL: 19.895 Acres Being out of Lot 7, Section 240, Texas-Mexican Railway Company's Survey, Volume 1, Page 12, H.C.M.R. City of Edinburg, Hidalgo County, Texas,

LOCATION: 2898 North McColl Road

LOT/TRACT SIZE: 19.895 -acres

CURRENT USE: Vacant

PROPOSED USE: Residential Urban (RU) & Townhome District

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

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

LAND USE PLAN: Auto Urban Uses

PUBLIC SERVICES: City of Edinburg Sewer and Sharyland Water Supply Corporation Water

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

REZONING REQUEST
MELDEN AND HUNT INC.

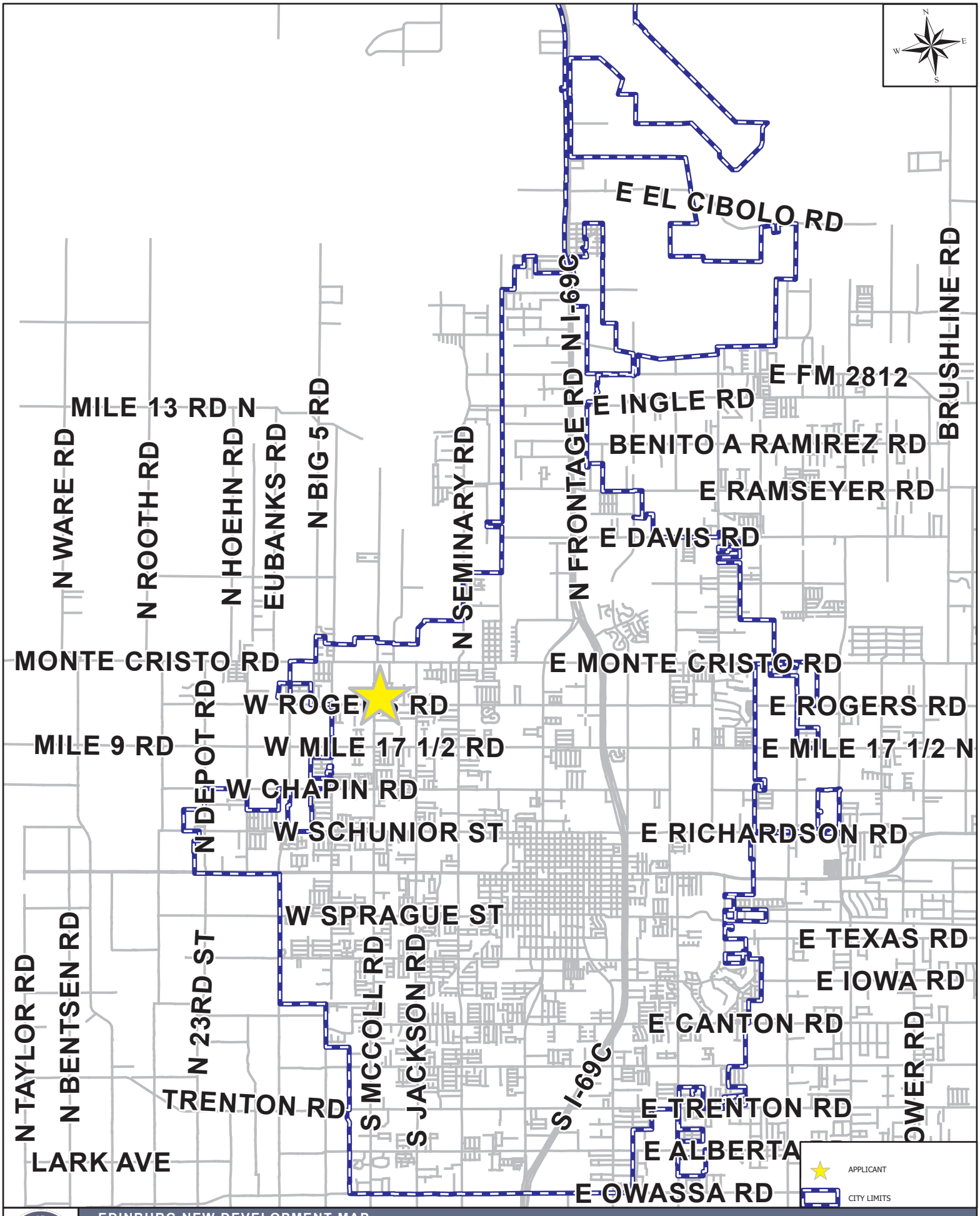
EVALUATION

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

1. Property currently sits vacant.
2. Surrounding land consists of residential uses, commercial uses, and vacant land.
3. The proposed zoning is consistent with the Future Land Use Plan.

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

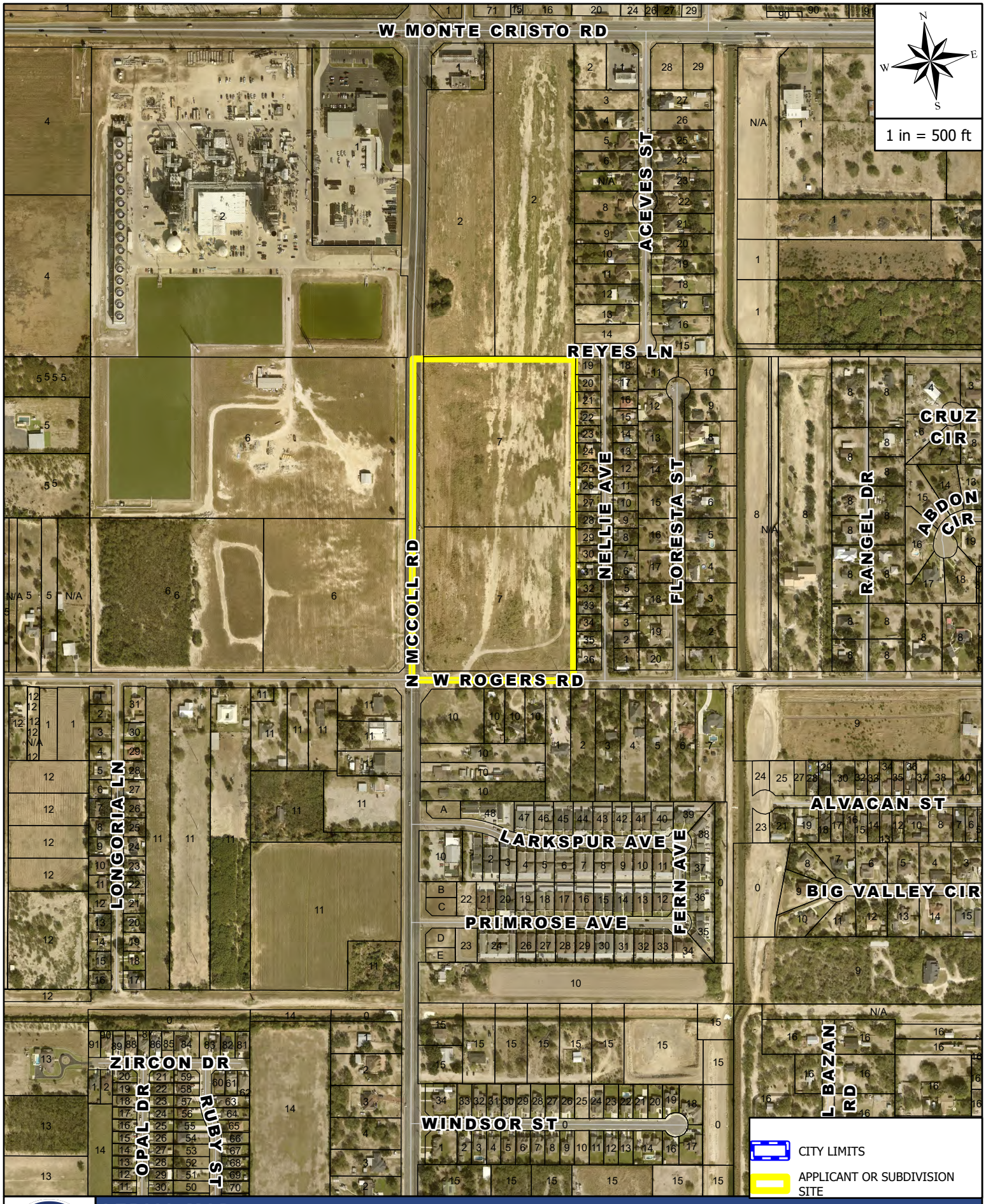
Staff mailed a notice of the public hearing to 70 neighboring property owners on Friday, August 1, 2025, and received no comments in favor and 1 against this request at the time this report was prepared. Notice of this public hearing was published in the newspaper on August 13, 2025.



EDINBURG NEW DEVELOPMENT MAP

APPLICANT AND/OR SUBDIVISION:

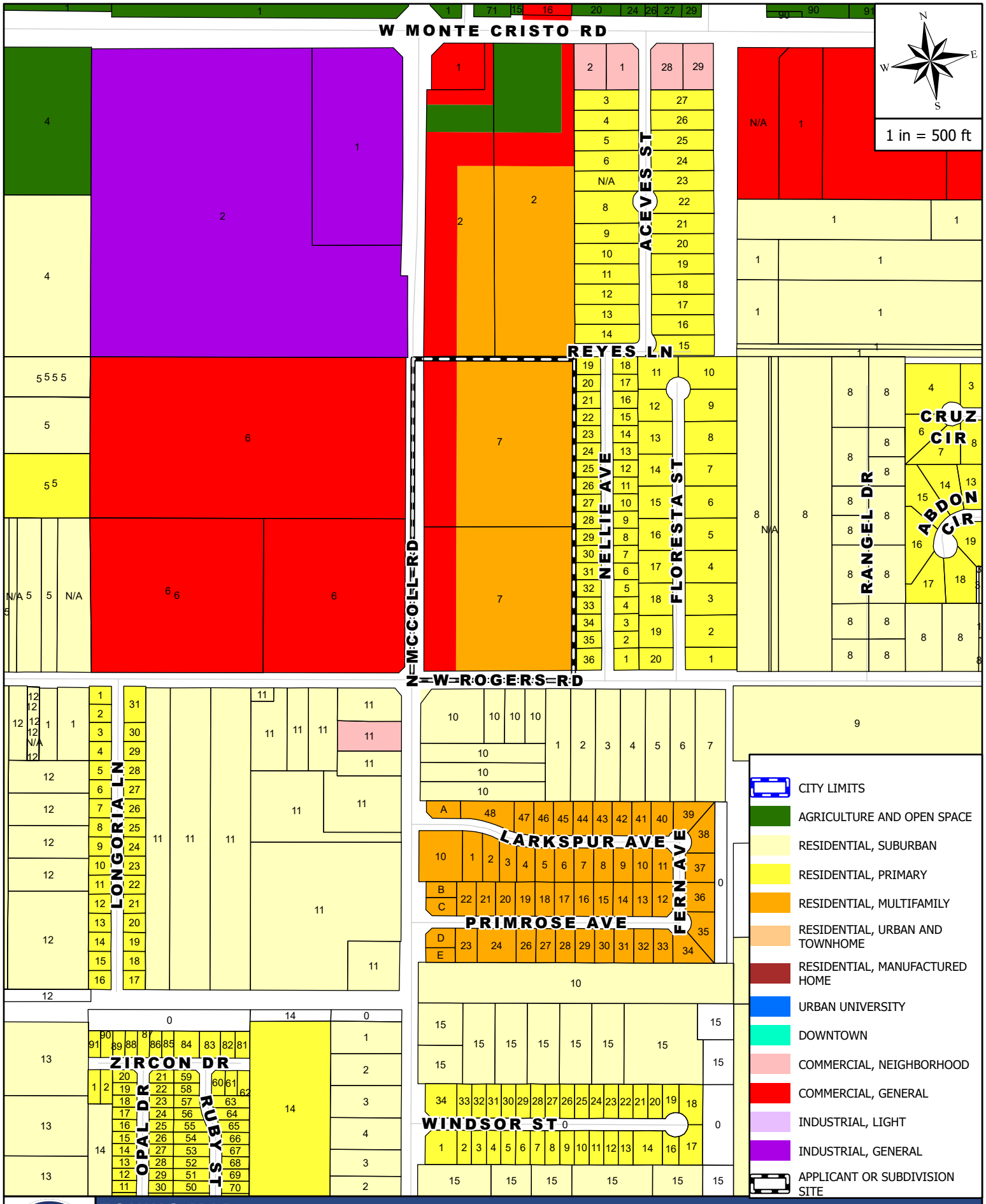
RZNE-2025-0292 2898 N MCCOLL RD



AERIAL MAP

APPLICANT AND/OR SUBDIVISION:

RZNE-2025-0292 2898 N MCCOLL RD

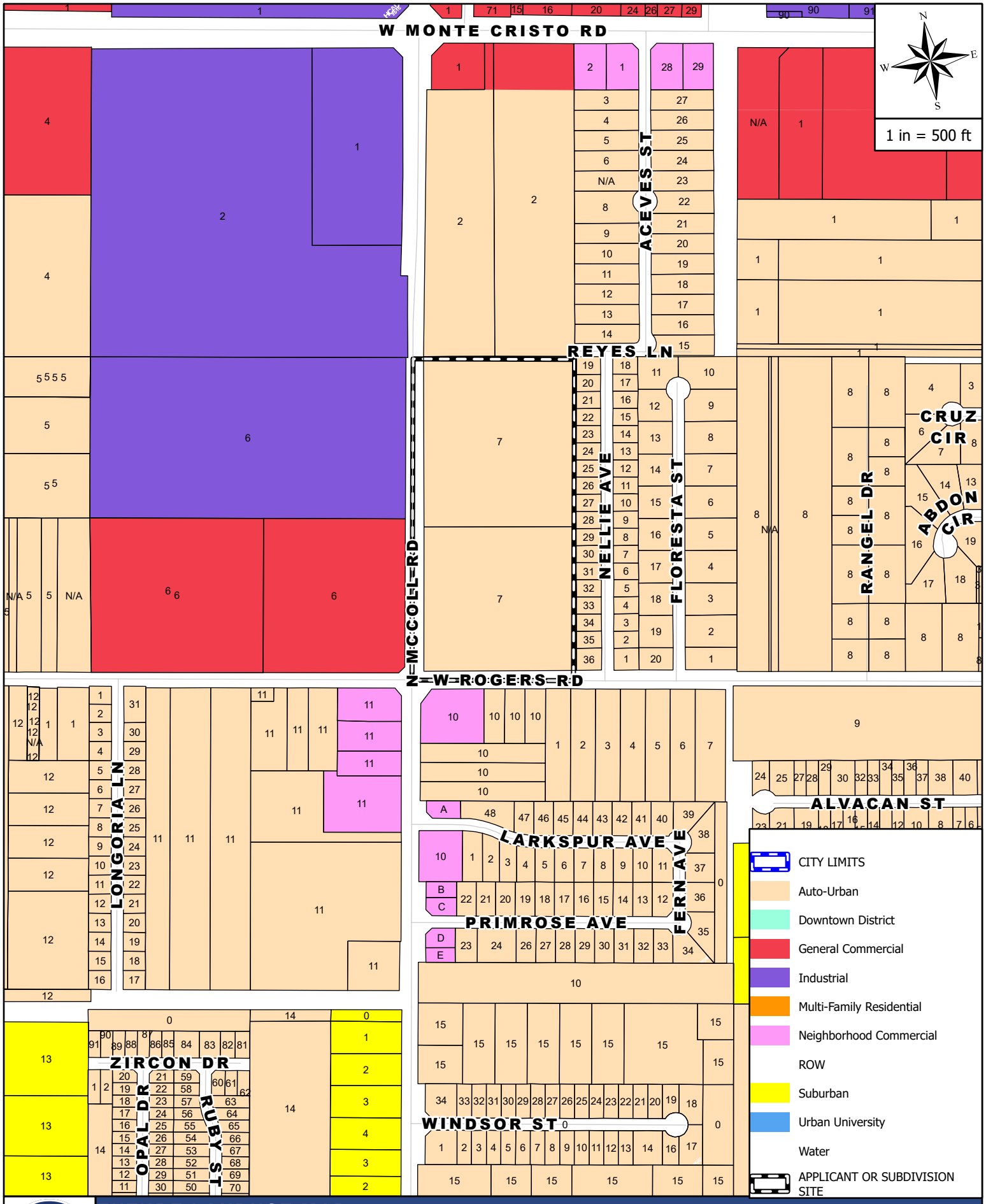


THE CITY OF EDINBURG TEXAS

ZONING MAP

APPLICANT AND/OR SUBDIVISION:

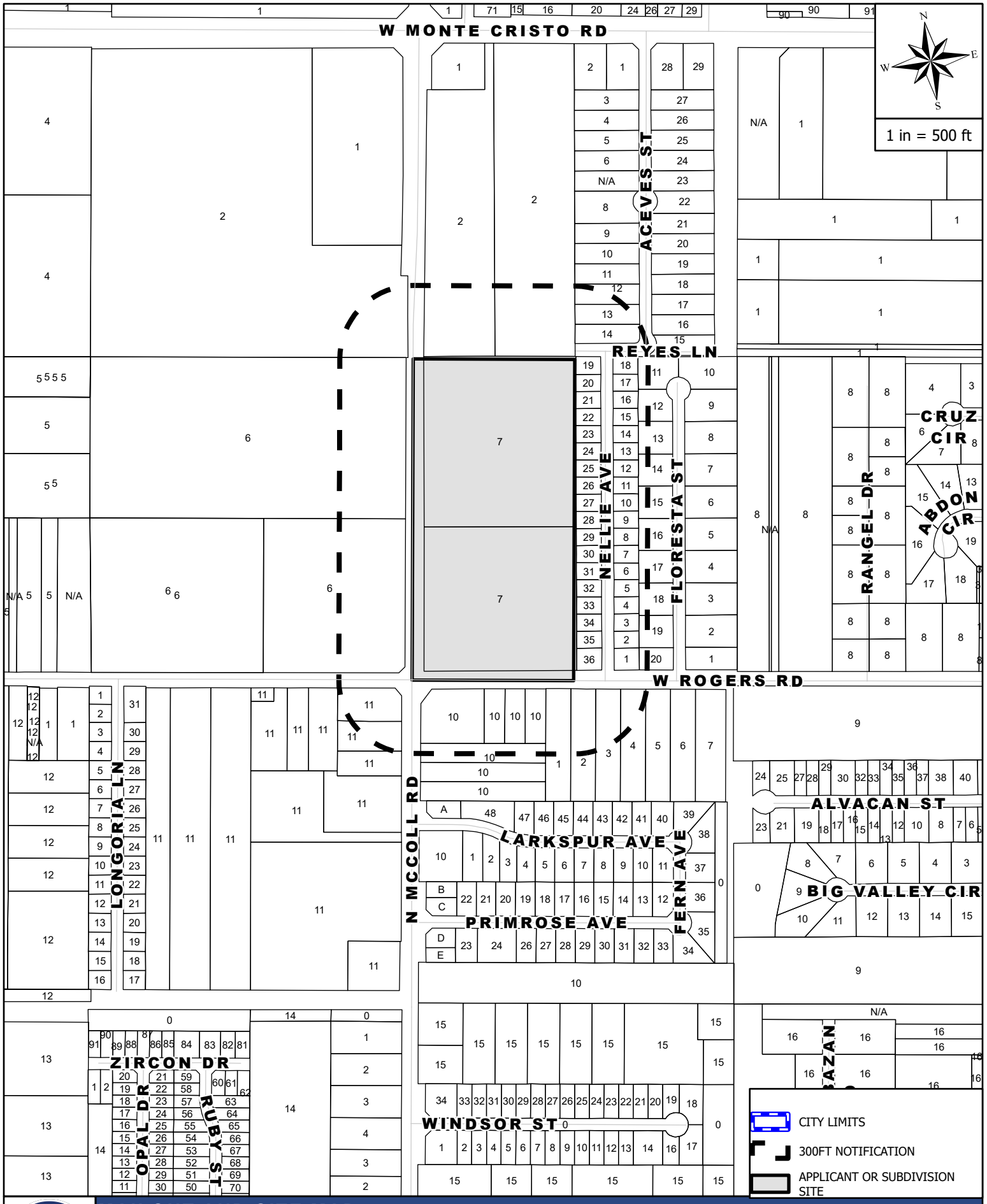
RZNE-2025-0292 2898 N MCCOLL RD



FUTURE LANDUSE MAP

APPLICANT AND/OR SUBDIVISION:

RZNE-2025-0292 2898 N MCCOLL RD



MAILOUT AND SITE MAP

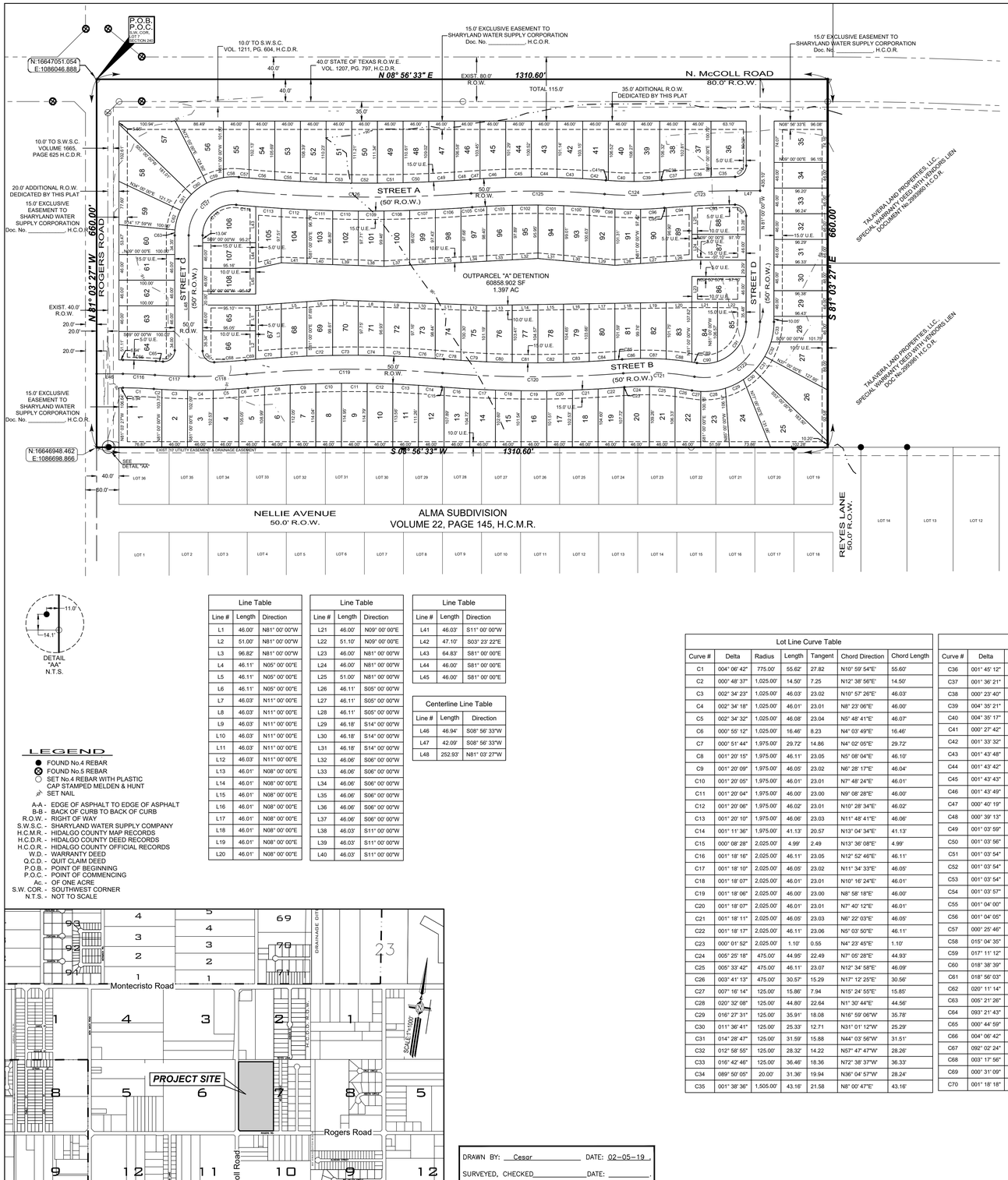
APPLICANT AND/OR SUBDIVISION:

RZNE-2025-0292 2898 N MCCOLL RD

Rezoning Request Site Photo

Melden & Hunt, Inc
2898 N McColl Rd





SCALE:1"=100'

BEARING BASIS AS PER TEXAS COORDINATE SYSTEM OF 1983, TEXAS SOUTH ELEVATION DATUM AS PER NAVD 88 (GEOID 2003) ALL BEARING AND DISTANCE ARE BASED ON GRID COORDINATE

SUBDIVISION MAP OF

McCOLL COVES SUBDIVISION

BEING A SUBDIVISION OF 19.858 ACRES SITUATED IN THE CITY OF EDINBURG, COUNTY OF HIDALGO, TEXAS, BEING A PART OR PORTION OUT OF LOT 7, SECTION 240, TEXAS-MEXICAN RAILWAY COMPANY'S SURVEY SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 1, PAGE 12, HIDALGO COUNTY MAP RECORDS.

Lot Area Table			Lot Area Table			Lot Area Table		
Lot #	SQ. FT.	Area	Lot #	SQ. FT.	Area	Lot #	SQ. FT.	Area
1	8130.53	0.187	41	4817.66	0.111	81	4619.27	0.106
2	4725.27	0.108	42	4693.29	0.108	82	4619.21	0.106
3	4698.36	0.108	43	4632.90	0.106	83	4804.37	0.110
4	4766.50	0.109	44	4636.37	0.106	84	5029.15	0.115
5	4923.62	0.113	45	4703.73	0.108	85	4469.01	0.103
6	5088.22	0.117	46	4831.17	0.111	86	4466.40	0.103
7	5204.30	0.119	47	4962.25	0.114	87	4466.40	0.103
8	5270.93	0.121	48	5054.82	0.116	88	5025.66	0.115
9	5288.24	0.121	49	5108.00	0.117	89	4465.41	0.103
10	5256.25	0.121	50	5121.82	0.118	90	4456.65	0.102
11	5174.92	0.119	51	5096.31	0.117	91	4557.67	0.105
12	5044.14	0.116	52	5031.44	0.116	92	4642.13	0.107
13	4885.91	0.112	53	4927.15	0.113	93	4597.30	0.106
14	4764.46	0.109	54	4783.33	0.110	94	4489.66	0.103
15	4691.23	0.108	55	4634.54	0.106	95	4463.98	0.102
16	4666.11	0.107	56	6301.66	0.145	96	4520.28	0.104
17	4689.07	0.108	57	9060.34	0.208	97	4511.82	0.104
18	4760.15	0.109	58	8711.32	0.200	98	4484.26	0.103
19	4879.46	0.112	59	6066.57	0.139	99	4492.24	0.103
20	5007.70	0.115	60	4884.88	0.112	100	4538.87	0.104
21	4975.89	0.114	61	4600.00	0.106	101	4531.68	0.104
22	4744.04	0.109	62	4600.00	0.106	102	4470.65	0.103
23	4885.05	0.112	63	4600.00	0.106	103	4448.19	0.102
24	6219.75	0.143	64	5157.82	0.118	104	4464.35	0.102
25	9285.31	0.213	65	4373.42	0.100	105	4788.57	0.110
26	8074.84	0.185	66	5095.55	0.117	106	5771.89	0.133
27	6164.30	0.142	67	4453.79	0.102	107	4378.59	0.101
28	4499.42	0.103	68	4469.65	0.103	108	4376.47	0.100
29	4434.57	0.102	69	4533.77	0.104			
30	4432.44	0.102	70	4535.10	0.104			
31	4430.32	0.102	71	4473.57	0.103			
32	4428.20	0.102	72	4460.15	0.102			
33	4426.07	0.102	73	4494.91	0.103			
34	4423.95	0.102	74	4573.09	0.105			
35	7123.45	0.164	75	4638.25	0.106			
36	6234.93	0.143	76	4709.90	0.108			
37	4675.47	0.107	77	4787.60	0.110			
38	4805.06	0.110	78	4815.99	0.111			
39	4949.63	0.114	79	4795.08	0.110			
40	4954.32	0.114	80	4724.76	0.108			

DETAIL "AA" N.T.S.

Line Table		
Line #	Length	Direction
L1	46.00'	N81° 00' 00"W
L2	51.00'	N81° 00' 00"W
L3	96.82'	N81° 00' 00"W
L4	46.11'	N05° 00' 00"E
L5	46.11'	N05° 00' 00"E
L6	46.11'	N05° 00' 00"E
L7	46.03'	N11° 00' 00"E
L8	46.03'	N11° 00' 00"E
L9	46.03'	N11° 00' 00"E
L10	46.03'	N11° 00' 00"E
L11	46.03'	N11° 00' 00"E
L12	46.03'	N11° 00' 00"E
L13	46.01'	N08° 00' 00"E
L14	46.01'	N08° 00' 00"E
L15	46.01'	N08° 00' 00"E
L16	46.01'	N08° 00' 00"E
L17	46.01'	N08° 00' 00"E
L18	46.01'	N08° 00' 00"E
L19	46.01'	N08° 00' 00"E
L20	46.01'	N08° 00' 00"E

Line Table		
Line #	Length	Direction
L21	46.00'	N09° 00' 00"E
L22	51.10'	N09° 00' 00"E
L23	46.00'	N81° 00' 00"W
L24	46.00'	N81° 00' 00"W
L25	51.00'	N81° 00' 00"W
L26	46.11'	S05° 00' 00"W
L27	46.11'	S05° 00' 00"W
L28	46.11'	S05° 00' 00"W
L29	46.18'	S14° 00' 00"W
L30	46.18'	S14° 00' 00"W
L31	46.18'	S14° 00' 00"W
L32	46.06'	S06° 00' 00"W
L33	46.06'	S06° 00' 00"W
L34	46.06'	S06° 00' 00"W
L35	46.06'	S06° 00' 00"W
L36	46.06'	S06° 00' 00"W
L37	46.06'	S06° 00' 00"W
L38	46.03'	S11° 00' 00"W
L39	46.03'	S11° 00' 00"W
L40	46.03'	S11° 00' 00"W

Line Table		
Line #	Length	Direction
L41	46.03'	S11° 00' 00"W
L42	47.10'	S03° 23' 22"E
L43	64.83'	S81° 00' 00"E
L44	46.00'	S81° 00' 00"E
L45	46.00'	S81° 00' 00"E

Centerline Line Table		
Line #	Length	Direction
L46	46.94'	S08° 56' 33"W
L47	42.09'	S08° 56' 33"W
L48	252.93'	N81° 03' 27"W

LEGEND

- FOUND No.4 REBAR
- FOUND No.5 REBAR
- SET No.4 REBAR WITH PLASTIC CAP STAMPED MELDEN & HUNT
- SET NAIL

A-A - EDGE OF ASPHALT TO EDGE OF ASPHALT
B-B - BACK OF CURB TO BACK OF CURB
R.O.W. - RIGHT OF WAY
S.W.S.C. - SHARYLAND WATER SUPPLY COMPANY
H.C.M.R. - HIDALGO COUNTY MAP RECORDS
H.C.D.R. - HIDALGO COUNTY DEED RECORDS
H.C.O.R. - HIDALGO COUNTY OFFICIAL RECORDS
W.D. - WARRANTY DEED
Q.C.D. - QUIT CLAIM DEED
P.O.B. - POINT OF BEGINNING
P.O.C. - POINT OF COMMENCING
Ac. - OF ONE ACRE
S.W. COR. - SOUTHWEST CORNER
N.T.S. - NOT TO SCALE

Lot Line Curve Table						
Curve #	Delta	Radius	Length	Tangent	Chord Direction	Chord Length
C1	004° 06' 42"	775.00'	55.62'	27.82	N10° 59' 54"E	55.60'
C2	000° 48' 37"	1,025.00'	14.50'	7.25	N12° 38' 56"E	14.50'
C3	002° 34' 23"	1,025.00'	46.03'	23.02	N10° 57' 26"E	46.03'
C4	002° 34' 18"	1,025.00'	46.01'	23.01	N8° 23' 06"E	46.00'
C5	002° 34' 32"	1,025.00'	46.08'	23.04	N5° 48' 41"E	46.07'
C6	000° 55' 12"	1,025.00'	16.46'	8.23	N4° 03' 49"E	16.46'
C7	000° 51' 44"	1,975.00'	29.72'	14.86	N4° 02' 05"E	29.72'
C8	001° 20' 15"	1,975.00'	46.11'	23.05	N5° 08' 04"E	46.10'
C9	001° 20' 09"	1,975.00'	46.05'	23.02	N6° 28' 17"E	46.04'
C10	001° 20' 05"	1,975.00'	46.01'	23.01	N7° 48' 24"E	46.01'
C11	001° 20' 04"	1,975.00'	46.00'	23.00	N9° 08' 28"E	46.00'
C12	001° 20' 06"	1,975.00'	46.02'	23.01	N10° 28' 34"E	46.02'
C13	001° 20' 10"	1,975.00'	46.06'	23.03	N11° 48' 41"E	46.06'
C14	001° 11' 36"	1,975.00'	41.13'	20.57	N13° 04' 34"E	41.13'
C15	000° 08' 28"	2,025.00'	4.99'	2.49	N13° 36' 08"E	4.99'
C16	001° 18' 16"	2,025.00'	46.11'	23.05	N12° 52' 46"E	46.11'
C17	001° 18' 10"	2,025.00'	46.05'	23.02	N11° 34' 33"E	46.05'
C18	001° 18' 07"	2,025.00'	46.01'	23.01	N10° 16' 24"E	46.01'
C19	001° 18' 06"	2,025.00'	46.00'	23.00	N8° 58' 18"E	46.00'
C20	001° 18' 07"	2,025.00'	46.01'	23.01	N7° 40' 12"E	46.01'
C21	001° 18' 11"	2,025.00'	46.05'	23.03	N6° 22' 03"E	46.05'
C22	001° 18' 17"	2,025.00'	46.11'	23.06	N5° 03' 50"E	46.11'
C23	000° 01' 52"	2,025.00'	1.10'	0.55	N4° 23' 45"E	1.10'
C24	005° 25' 18"	475.00'	44.95'	22.49	N7° 05' 28"E	44.93'
C25	005° 33' 42"	475.00'	46.11'	23.07	N12° 34' 58"E	46.09'
C26	003° 41' 13"	475.00'	30.57'	15.29	N17° 12' 25"E	30.56'
C27	007° 16' 14"	125.00'	15.86'	7.94	N15° 24' 55"E	15.85'
C28	020° 32' 08"	125.00'	44.80'	22.64	N1° 30' 44"E	44.56'
C29	016° 27' 31"	125.00'	35.91'	18.08	N16° 59' 06"W	35.78'
C30	011° 36' 41"	125.00'	25.33'	12.71	N31° 01' 12"W	25.29'
C31	014° 28' 47"	125.00'	31.59'	15.88	N44° 03' 56"W	31.51'
C32	012° 58' 55"	125.00'	28.32'	14.22	N57° 47' 47"W	28.26'
C33	016° 42' 46"	125.00'	36.46'	18.36	N72° 38' 37"W	36.33'
C34	089° 50' 05"	20.00'	31.36'	19.94	N36° 04' 57"W	28.24'
C35	001° 38' 36"	1,505.00'	43.16'	21.58	N8° 00' 47"E	43.16'

Lot Line Curve Table						
Curve #	Delta	Radius	Length	Tangent	Chord Direction	Chord Length
C36	001° 45' 12"	1,505.00'	46.05'	23.03	N6° 18' 54"E	46.05'
C37	001° 36' 21"	1,505.00'	42.18'	21.09	N4° 38' 07"E	42.18'
C38	000° 23' 40"	575.00'	3.96'	1.98	N4° 01' 47"E	3.96'
C39	004° 35' 21"	575.00'	46.06'	23.04	N6° 31' 17"E	46.04'
C40	004° 35' 17"	575.00'	46.04'	23.03	N11° 06' 36"E	46.03'
C41	000° 27' 42"	575.00'	4.63'	2.32	N13° 38' 05"E	4.63'
C42	001° 33' 32"	1,525.00'	41.49'	20.75	N13° 05' 10"E	41.49'
C43	001° 43' 48"	1,525.00'	46.04'	23.02	N11° 26' 31"E	46.04'
C44	001° 43' 42"	1,525.00'	46.01'	23.00	N9° 42' 46"E	46.00'
C45	001° 43' 43"	1,525.00'	46.01'	23.01	N7° 59' 03"E	46.01'
C46	001° 43' 49"	1,525.00'	46.05'	23.03	N6° 15' 17"E	46.05'
C47	000° 40' 19"	1,525.00'	17.88'	8.94	N5° 03' 13"E	17.88'
C48	000° 39' 13"	2,475.00'	28.23'	14.11	N5° 02' 40"E	28.23'
C49	001° 03' 59"	2,475.00'	46.07'	23.03	N5° 54' 16"E	46.07'
C50	001° 03' 56"	2,475.00'	46.03'	23.02	N6° 58' 14"E	46.03'
C51	001° 03' 54"	2,475.00'	46.01'	23.00	N8° 02' 09"E	46.01'
C52	001° 03' 54"	2,475.00'	46.00'	23.00	N9° 06' 03"E	46.00'
C53	001° 03' 54"	2,475.00'	46.01'	23.01	N10° 09' 57"E	46.01'
C54	001° 03' 57"	2,475.00'	46.04'	23.02	N11° 13' 52"E	46.03'
C55	001° 04' 00"	2,475.00'	46.08'	23.04	N12° 17' 50"E	46.08'
C56	001° 04' 05"	2,475.00'	46.13'	23.07	N13° 21' 53"E	46.13'
C57	000° 25' 46"	2,475.00'	18.55'	9.27	N14° 06' 48"E	18.54'
C58	015° 04' 35"	105.00'	27.63'	13.89	N6° 47' 23"E	27.55'
C59	017° 11' 12"	105.00'	31.50'	15.87	N9° 20' 30"W	31.38'
C60	018° 38' 39"	105.00'	34.17'	17.24	N27° 15' 25"W	34.02'
C61	018° 56' 03"	105.00'	34.70'	17.51	N46° 02' 46"W	34.54'
C62	020° 11' 14"	105.00'	36.99'	18.69	N65° 36' 25"W	36.80'
C63	005° 21' 26"	105.00'	9.82'	4.91	N78° 22' 44"W	9.81'
C64	093° 21' 43"	20.00'	32.59'	21.21	N34° 22' 35"W	29.10'
C65	000° 44' 59"	975.00'	12.76'	6.38	N12° 40' 46"E	12.76'
C66	004° 06' 42"	825.00'	59.20'	29.62	N10° 59' 54"E	59.19'
C67	092° 02' 24"	20.00'	32.13'	20.73	S52° 55' 21"W	28.78'
C68	003° 17' 56"	975.00'	56.14'	28.08	S5° 15' 11"W	56.13'
C69	000° 31' 09"	2,025.00'	18.35'	9.17	S3° 51' 48"W	18.35'
C70	001° 18' 18"	2,025.00'	46.13'	23.06	S4° 46' 31"W	46.13'

Lot Line Curve Table						
Curve #	Delta	Radius	Length	Tangent	Chord Direction	Chord Length
C71	001° 18' 12"	2,025.00'	46.08'	23.03	S6° 04' 46"W	46.08'
C72	001° 18' 07"	2,025.00'	46.02'	23.01	S7° 22' 56"W	46.02'
C73	001° 18' 06"	2,025.00'	46.00'	23.00	S8° 41' 03"W	46.00'
C74	001° 18' 06"	2,025.00'	46.01'	23.00	S9° 59' 09"W	46.01'
C75	001° 18' 09"	2,025.00'	46.04'	23.02	S11° 17' 17"W	46.04'
C76	001° 18' 15"	2,025.00'	46.09'	23.05	S12° 35' 29"W	46.09'
C77	000° 25' 46"	2,025.00'	15.18'	7.59	S13° 27' 29"W	15.18'
C78	000° 53' 52"	1,975.00'	30.95'	15.47	S13° 13' 26"W	30.95'
C79	001° 20' 11"	1,975.00'	46.07'	23.04	S12° 06' 25"W	46.07'
C80	001° 20' 07"	1,975.00'	46.02'	23.01	S10° 46' 16"W	46.02'
C81	001° 20' 04"	1,975.00'	46.00'	23.00	S9° 26' 10"W	46.00'
C82	001° 20' 05"	1,975.00'	46.01'	23.00	S8° 06' 06"W	46.01'
C83	001° 20' 08"	1,975.00'	46.04'	23.02	S6° 45' 59"W	46.03'
C84	001° 20' 14"	1,975.00'	46.09'	23.05	S5° 25' 48"W	46.09'
C85	000° 22' 52"	1,975.00'	13.14'	6.57	S4° 34' 15"W	13.14'
C86	003° 35' 43"	525.00'	32.94'	16.48	S6° 10' 41"W	32.94'
C87	005° 01' 25"	525.00'	46.03'	23.03	S10° 29' 15"W	46.02'
C88	005° 03' 17"	525.00'	46.32'	23.17	S15° 31' 35"W	46.30'
C89	000° 59' 48"	525.00'	9.13'	4.57	S18° 33' 08"W	9.13'
C90	028° 38' 11"	75.00'	37.48'	19.14	S4° 43' 57"W	37.10'
C91	071° 24' 51"	75.00'	93.48'	53.91	S45° 17' 34"E	87.55'
C92	090° 10' 32"	20.00'	31.48'	20.06	N53° 54' 44"E	28.33'
C93	003° 02' 07"	1,455.00'	77.08'	38.55	N7° 18' 25"E	77.07'
C94	001° 48' 58"	1,455.00'	46.12'	23.06	N4° 52' 52"E	46.12'
C95	000° 08' 26"	1,455.00'	3.57'	1.78	N3° 54' 10"E	3.57'
C96	003° 53' 52"	625.00'	42.52'	21.27	N5° 46' 53"E	42.51'
C97	004° 13' 06"	625.00'	46.02'	23.02	N9° 50' 22"E	46.00'
C98	001° 55' 01"	625.00'	20.91'	10.46	N12° 54' 26"E	20.91'
C99	000° 58' 46"	1,475.00'	25.21'	12.61	N13° 22' 33"E	25.21'
C100	001° 47' 22"	1,475.00'	46.06'	23.03	N11° 59' 29"E	46.06'
C101	001° 47' 14"	1,475.00'	46.01'	23.01	N10° 12' 11"E	46.01'
C102	001° 47' 13"	1,475.00'	46.00'	23.00	N8° 24' 57"E	46.00'
C103	001° 47' 18"	1,475.00'	46.04'	23.02	N6° 37' 42"E	46.04'
C104	001° 00' 59"	1,475.00'	26.16'	13.08	N5° 13' 33"E	26.16'
C105	000° 27' 09"	2,525.00'	19.94'	9.97	N4° 56' 38"E	19.94'

Lot Line Curve Table						
Curve #	Delta	Radius	Length	Tangent	Chord Direction	Chord Length
C106	001° 02' 44"	2,525.00'	46.08'	23.04	N5° 41' 35"E	46.08'
C107	001° 02' 41"	2,525.00'	46.04'	23.02	N6° 44' 17"E	46.04'
C108	001° 02' 39"	2,525.00'	46.01'	23.01	N7° 46' 57"E	46.01'
C109	001° 02' 38"	2,525.00'	46.00'	23.00	N8° 49' 35"E	46.00'
C110	001° 02' 38"	2,525.00'	46.01'	23.00	N9° 52' 13"E	46.01'
C111	001° 02' 40"	2,525.00'	46.03'	23.01	N10° 54' 52"E	46.03'
C112	001° 02' 43"	2,525.00'	46.06'	23.03	N11° 57' 33"E	46.06'
C113	001° 02' 47"	2,525.00'	46.11'	23.06	N13° 00' 18"E	46.11'
C114	000° 47' 59"	2,525.00'	35.25'	17.62	N13° 55' 41"E	35.25'
C115	095° 23' 08"	55.00'	91.56'	60.43	N33° 21' 53"W	81.35'
C116	004° 06' 42"	800.00'	57.41'	28.72	S10° 59' 54"W	57.40'

Curve Table						
Curve #	Delta	Radius	Length	Tangent	Chord Direction	Chord Length
C116	004° 06' 42"	800.00'	57.41'	28.72	S10° 59' 54"W	57.40'
C117	004° 03' 15"	1,000.00'	70.76'	35.39	N11° 01' 37"E	70.74'
C118	005° 23' 47"	1,000.00'	94.18'	47.13	N6° 18' 06"E	94.15'
C119	010° 04' 09"	2,000.00'	351.48'	176.19	S8° 38' 18"W	351.03'
C120	009° 17' 33"	2,000.00'	324.37'	162.54	N9° 01' 36"E	324.02'
C121	014° 40' 13"	500.00'	128.02'	64.36	S11° 42' 56"W	127.67'
C122	100° 03' 02"	100.00'	174.62'	119.28	N30° 58' 29"W	153.27'
C123	005° 06' 36"	1,480.00'	132.00'	66.04	S6° 23' 15"W	131.95'
C124	010° 01' 59"	600.00'	105.07'	52.67	N8° 50' 56"E	104.93'
C125	009° 08' 52"	1,500.00'	239.49'	120.00	S9° 17' 30"W	239.24'
C126	009° 36' 37"	2,500.00'	419.33'	210.16	N9° 31' 22"E	418.84'
C127	095° 23' 13"	80.00'	133.18'	87.90	S33° 21' 55"E	118.33'

DRAWN BY: Cesar DATE: 02-05-19

SURVEYED, CHECKED_____DATE: _____.

FINAL CHECK _____ DATE: _____.

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

TBPLS No. 10096900

PRINCIPAL CONTACTS	NAME	ADDRESS	CITY & ZIP	PHONE	FAX
OWNER:	CARLOS MICHAEL REYES	818 RIO GRANDE DR.	MISSION, TX 78572	(956) 322 -5295	(---)-------
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

COUNTY CLERK
COUNTY OF HIDALGO, TEXAS

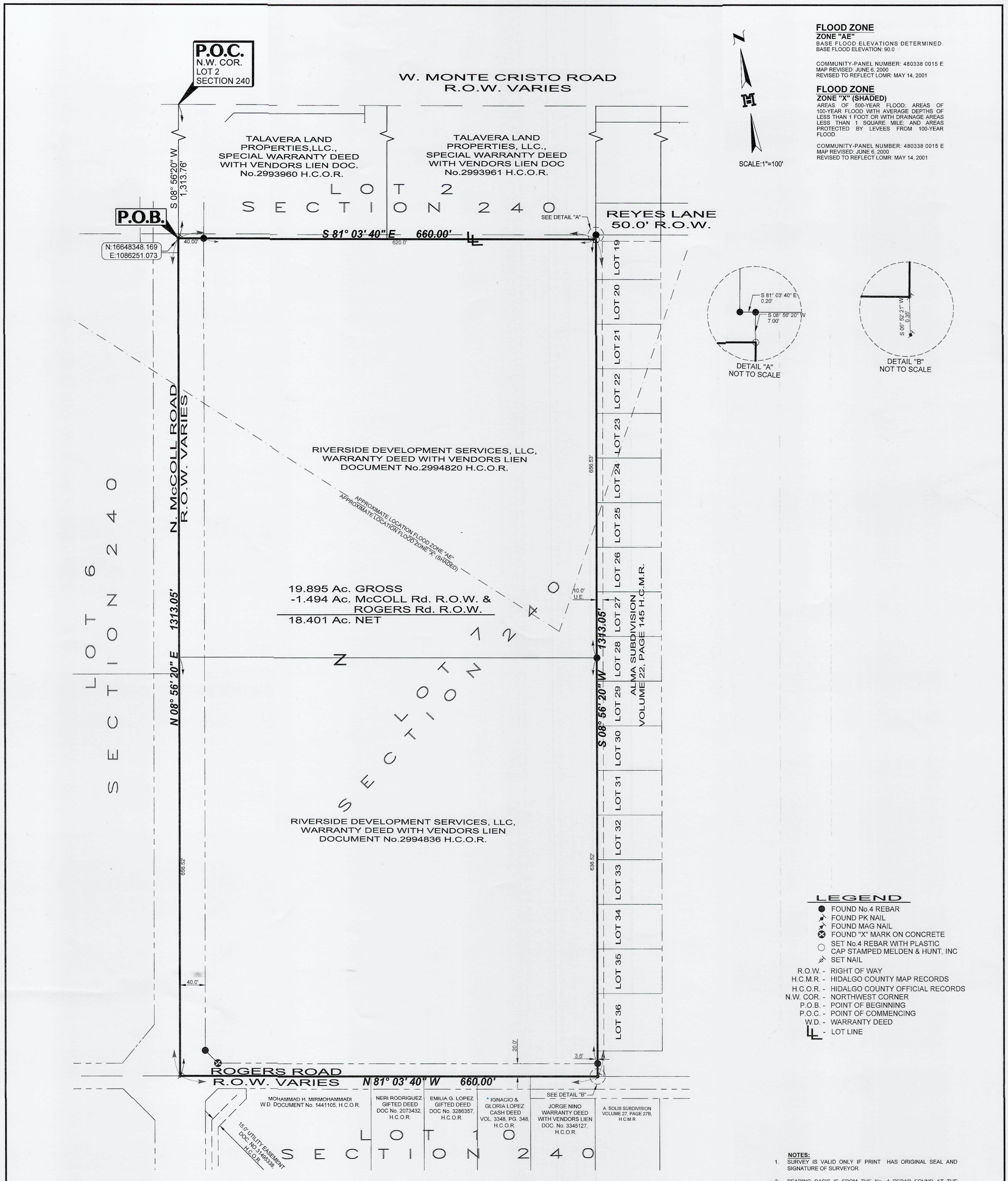
FILED FOR RECORD IN
HIDALGO COUNTY
ARTURO GUAJARDO, JR.
HIDALGO COUNTY CLERK

ON: _____AT_____ AM/PM

INSTRUMENT NUMBER_____
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS

BY:_____ DEPUTY

SHEET 1 OF 2



FLOOD ZONE
ZONE "AE"
BASE FLOOD ELEVATIONS DETERMINED.
BASE FLOOD ELEVATION: 90.0

COMMUNITY-PANEL NUMBER: 480338 0015 E
MAP REVISED: JUNE 6, 2000
REVISED TO REFLECT LOMR: MAY 14, 2001

FLOOD ZONE
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.

COMMUNITY-PANEL NUMBER: 480338 0015 E
MAP REVISED: JUNE 6, 2000
REVISED TO REFLECT LOMR: MAY 14, 2001

LEGEND

- FOUND No.4 REBAR
- FOUND PK NAIL
- FOUND MAG NAIL
- FOUND "X" MARK ON CONCRETE
- SET No.4 REBAR WITH PLASTIC CAP STAMPED MELDEN & HUNT, INC
- SET NAIL

R.O.W. - RIGHT OF WAY
H.C.M.R. - HIDALGO COUNTY MAP RECORDS
H.C.O.R. - HIDALGO COUNTY OFFICIAL RECORDS
N.W. COR. - NORTHWEST CORNER
P.O.B. - POINT OF BEGINNING
P.O.C. - POINT OF COMMENCING
W.D. - WARRANTY DEED
LL - LOT LINE

NOTES:

1. SURVEY IS VALID ONLY IF PRINT HAS ORIGINAL SEAL AND SIGNATURE OF SURVEYOR.
2. BEARING BASIS IS FROM THE No. 4 REBAR FOUND AT THE NORTHEAST CORNER OF SUBJECT TRACT AND THE No. 4 REBAR FOUND ON THE EXISTING NORTH RIGHT-OF-WAY LINE OF ROGERS ROAD.
3. ALL BEARINGS AND DISTANCES AS PER TEXAS COORDINATE SYSTEM SOUTH ZONE 4205, GRID COORDINATES.
4. SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT WHICH MAY SHOW EASEMENTS AFFECTING THIS TRACT. THE SURVEYOR IS ADVISING THE RECIPIENT OF THIS PLAT THAT EASEMENTS MAY AFFECT THIS TRACT.
5. ELEVATION DATUM PER NAVD 88 (GEOID 2012B)

STATE OF TEXAS
REGISTERED
ROBERTO N. TAMEZ
6238
PROFESSIONAL
LAND SURVEYOR

I, ROBERTO N. TAMEZ, A REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THE FOREGOING PLAT TO BE TRUE AND CORRECT REPRESENTATION OF A SURVEY MADE ON THE GROUND ON 7/23/2024 UNDER MY DIRECTION AND SUPERVISION.

ROBERTO N. TAMEZ, RPLS No. 6238 DATE: 07/18/2025

PLAT SHOWING
19.895 ACRES
BEING OUT OF
LOT 7, SECTION 240,
TEXAS-MEXICAN RAILWAY
COMPANY'S SURVEY
VOLUME 1, PAGE 12, H.C.M.R.
CITY OF EDINBURG
HIDALGO COUNTY, TEXAS

MELDEN & HUNT INC.
CONSULTANTS • ENGINEERS • SURVEYORS
TBPELS No.10096900

BOOK: T-, PG.
DATE: 07/16/2025
JOB No. 24091.08
FILE NAME: 24091.08 - 38.013
ACRES_RE-ZONE
DRAWN BY: J.C./B.M./M.L.S.

115 W. McINTYRE
EDINBURG, TX 78541
PH: (956) 381-0981
FAX: (956) 381-1839
ESTABLISHED 1947
www.meldenandhunt.com

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THE CITY OF Edinburg
PLANNING AND ZONING DEPARTMENT

ZONE CHANGE APPLICATION

Today's Date: 7/31/25

Case # : _____

OWNER INFORMATION

Name: Riverside Development Services LLC **Phone No. :** [redacted]

Contact Name: Antonio Aguirre

Mailing Address: [redacted] **City:** [redacted] **Zip:** [redacted]

Email Address: [redacted]

APPLICANT INFORMATION

Name: Melden & Hunt, Inc. **Phone No. :** [redacted]

Contact Name: Mario A. Reyna

Mailing Address: [redacted] **City:** [redacted] **Zip:** [redacted]

Email Address: [redacted]

PROPERTY INFORMATION

Address/Location being Rezoned: 2800 N. McColl Road

Legal Description of Property: **Property ID(s):** 295398

19.858 Acres o/o Section Lot 7 Section 240 Texas-Mexican Railway Company's Survey Subdivision

Zone Change: From: RM - RESIDENTIAL, MULTIFAMILY **To:** RU - RESIDENTIAL, URBAN AND TOWNHOM

Existing Land Use: Vacant Land (Partial commercial general and residential multi-family)

Reason for Zone Change: Proposing Townhome development

Mario A. Reyna
(Please Print Name)

Signature

AMOUNT PAID $ _____ **RECEIPT NUMBER** _____

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

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

(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, August 14, 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 REZONING REQUEST FROM COMMERCIAL, GENERAL (CG) DISTRICT AND RESIDENTIAL, MULTI-FAMILY (RM) DISTRICT TO RESIDENTIAL, URBAN (RU) & TOWNHOME DISTRICT, 19.895 ACRES BEING OUT OF LOT 7, SECTION 240, TEXAS-MEXICAN RAILWAY COMPANY'S SURVEY, VOLUME 1, PAGE 12, H.C.M.R. CITY OF EDINBURG, HIDALGO COUNTY, TEXAS, LOCATED AT 2898 NORTH MCCOLL ROAD, AS REQUESTED BY MELDEN AND HUNT, INC.

This district is the highest intensity single-family residential district.

This request is scheduled to be heard by the **City Council on Tuesday, September 2, 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, August 13, 2025
EMAIL: planning@cityofedinburg.com by Wednesday, August 13, 2025

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

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

Comments: I, the property owner 2917 Nellie ave en edinburg am writing to express that I am against the proposed rezoning request to change the property at 2898 North McColl Rd. from comercial General

Print Name: Yessica Marin and Guadalupe S. Elias Phone No [redacted]

Address [redacted] City: [redacted] State [redacted] Zip: [redacted]

NOTIFICACIÓN

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

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



OWNER NOTIFICATION LIST REPORT

PID:116721 RODRIGUEZ JOSE CARMEN
[redacted]

PID:116740 MARIN YESSICA SILVA & GUADALUPE SANJUANITA ELIAS MARIN
[redacted]

PID:116741 JASSO FERNANDO & MARIA E
[redacted]

PID:116742 JASSO JUAN SAMUEL JR & ENRIQUE JASSO
[redacted]

PID:175489 GALVAN LINDA
[redacted]

PID:116722 MARISCAL CRUZ C
[redacted]

PID:116731 FLORES DORA E
[redacted]

PID:116733 BRISENO MACEDONIO
[redacted]

PID:116735 OLIVAREZ RICARDO R & RAQUEL R GALAVIZ
[redacted]

PID:116734 OLIVAREZ FLAVIO JR
[redacted]

PID:116716 RODRIGUEZ ROSA ANDREA
[redacted]

PID:116718 OLIVAREZ FLAVIO JR
[redacted]

PID:574370 CARDONA ELUID N RODRIGUEZ & JESSICA ELIZONDO
[redacted]

PID:574368 ARRELLANO MIGUEL JR
[redacted]

PID:116732 GARCIA PETRA
[redacted]

PID:116738 BRISENO RICARDO
[redacted]

PID:116739 RIVERA JORGE
[redacted]

PID:116715 JASSO ROBERTO & CLAUDIA
[redacted]

PID:175491 GONGORA ENRIQUE & CAROLINA
[redacted]

PID:116727 PENA MARISOL
[redacted]

PID:116710 RUEDA MARIA ARGELIA

[redacted]

PID:116711 OLIVAREZ FLAVIO JR

[redacted]

PID:116713 GARCIA JUAN & LAURA

[redacted]

PID:175486 GARCIA ROBERT

[redacted]

PID:175488 GARCIA YESSICA M

[redacted]

PID:116728 GARCIA LEONEL & EVELIA

[redacted]

PID:175482 STARSON CORPORATION

[redacted]

PID:116730 DIEGO VERONICA ROMERO

[redacted]

PID:116744 ZAVALA JOSE LUIS

[redacted]

PID:116743 JASSO ROBERTO

[redacted]

PID:175483 TORRES BLAS JR

[redacted]

PID:116712 BARRIENTES FELIPE & MARIA E

[redacted]

PID:116720 DE LA ROSA ISRAEL JR

[redacted]

PID:175487 PONCE NANCY

[redacted]

PID:574367 JIMENEZ SALVADOR & ANA

[redacted]

PID:116724 SEPTIMO ELEUTERIO & MARIA E

[redacted]

PID:175484 URESTE JOSE G & ADELINA

[redacted]

PID:116736 AGUILERA DANIEL JR & ERICA

[redacted]

PID:175485 ZURITA MANUEL & MARIA G

[redacted]

PID:116717 IBARRA FERNANDO & MARGARITA

[redacted]

PID:116719 RIOS NOEMI T
[redacted]

PID:574369 RIOS MAYELA
[redacted]

PID:295397 RIVERSIDE DEVELOPMENT SERVICES LLC
[redacted]

PID:116729 ALBA ARACELY
[redacted]

PID:116714 MUJICA JOSE L & MARIA D
[redacted]

PID:175490 VILLARREAL PETRONILO & LIZA L
[redacted]

PID:116723 MOLINA MARTHA
[redacted]

PID:295398 RIVERSIDE DEVELOPMENT SERVICES LLC
[redacted]

PID:116737 GUEVARA ELISEO & MARIA G
[redacted]

PID:116709 MONTEMAYOR JESUS H & AMANDA C
[redacted]

PID:295411 MIRMOHAMMADI MOHAMMAD H
[redacted]

PID:295412 LOPEZ IGNACIO & GLORIA
[redacted]

PID:295414 RODRIGUEZ JUAN M & MARIA
[redacted]

PID:503077 ZAVALA EVANGELINA
[redacted]

PID:503079 SALINAS JUAN G & SONIA P
[redacted]

PID:503080 ZAVALA JOSE LUIS & JUANA MARIA
[redacted]

PID:503076 NINO JORGE
[redacted]

PID:503078 CASAS ABEL & IMELDA D
[redacted]

PID:723266 QUIROZ MARTIN & TERESA DE JESUS QUIROZ
[redacted]

PID:562294 CALPINE CONSTRUCTION FINANCE CO
[redacted]

PID:295394 MAGIC VALLEY ENERGY CENTER LLC
[redacted]

PID:295413 LOPEZ GLORIA EMILIA
[redacted]

PID:295417 RODRIGUEZ NERI
[redacted]

PID:116725 PINA JOSE LUIS & ALICIA ADAME
[redacted]

PID:592668 MAGIC VALLEY ENERGY CENTER LLC
[redacted]

PID:295418 TREVINO ROBERTO & MYRIAM GARZA
[redacted]

PID:295428 NANNAFRANCHESCA MANAGEMENT INC
[redacted]

PID:295420 MILLER PATRICIA WALKER
[redacted]

PID:295361 TALAVERA LAND PROPERTIES LLC
[redacted]

PID:295358 TALAVERA LAND PROPERTIES LLC
[redacted]

ORDINANCE NO. _____

AN ORDINANCE AMENDING, SUPPLEMENTING, AND CHANGING THE BOUNDARIES OF COMEMRCIAL, GENERAL (CG) DISTRICT AND RESIDENTIAL, MULTIFAMILY (RM) TO RESDIENTIAL, URBAN (RU) & TOWNHOME DISTRICT, BEING 19.895 ACRES BEING OUT OF LOT 7, SECTION 240, TEXAS-MEXICAN RAILWAY COMPANY'S SURVEY, VOLUME 1, PAGE 12, H.C.M.R. CITY OF EDINBURG, HIDALGO COUNTY, TEXAS, LOCATED AT 2898 NORTH MCCOLL ROAD, EDINBURG, HIDALGO COUNTY, TEXAS, FROM ONE DISTRICT TO ANOTHER; PROVIDING A REPEALER CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE; PROVIDING FOR CODIFICATION; PROVIDING A WAIVER OF THE THREE (3) SEPARATE READINGS; AND ORDAINING OTHER PROVISIONS RELATED TO THE SUBJECT MATTER HEREOF.

WHEREAS, the owner of the herein described real estate has submitted to the Planning and Zoning Commission of the City of Edinburg, Texas, a proposed amendment, and the proposed supplement and change to the boundaries of the Commercial, General (CG) District and Residential, Multifamily (RM) District to Resdiential,Urban (RU) & Townhome 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 being 19.895 Acres Being out of Lot 7, Section 240, Texas-Mexican Railway Company's Survey, Volume 1, Page 12, H.C.M.R. City of Edinburg, Hidalgo County, Texas, from Commercial, General (CG) District and Residential, Multifamily (RM) District to Resdiential,Urban (RU) & Townhome 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 August 14, 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 September 2, 2025 at 6:00 P.M., in the Edinburg City Hall, City Council Chambers, located at 415 West University Drive, Edinburg, Texas, which time was not less than 15 days nor more than 20 days from the date of publication, and that said public hearing was held at such time and place, and all of which procedure in the giving of notice and the holding of said public hearing is hereby ratified and confirmed as meeting all the requirements of said Unified Development Code of the City of Edinburg, Texas and applicable statutes; and

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

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

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

SECTION II. The zoning of the first above-described property is hereby changed from Commercial, General (CG) District and Residential, Multifamily (RM) District to Resdiential,Urban (RU) & Townhome District, and the boundaries of said Districts are hereby amended, supplemented and changed so as to delete the said area from the said Commercial, General (CG) District and Residential, Multifamily (RM) District and added to the to Resdiential,Urban (RU) & Townhome 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 2nd day of September 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: September 2, 2025
PUBLIC HEARINGS
Agenda Item No: 7.G.
Special Use Permit -Melden & Hunt, Inc On Behalf Of Liv Padel, 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 81, James Court Subdivision, Located at 2851 West Canton Road, as Requested by Melden & Hunt, Inc. on Behalf of Liv Padel, 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 northeast corner of West Canton Road and South McColl Road. The property has 349.55 ft. of frontage along West Canton Road and a lot depth of 246 ft for a total of 2.2865 acres. The property is located in the Commercial, General (CG) District. Adjacent zoning is Commercial, General (CG) District and Commercial, Neighborhood (CN) District to the south, Commercial, Neighborhood (CN) District to the east and Residential, Primary (RP) District to the north and west.

The applicant is proposing to open a Padel Club House with approximately 10 courts, clubhouse and a courtside menu to include light beers. The applicant is requesting a permit to sell alcohol as well late hours at said location. The proposed hours of operation are Monday through Thursday from 5:30 a.m. to 12:00 a.m., Friday from 5:30 a.m. to 2:00 a.m. and Saturday through Sunday from 7:30 a.m. to 2:00 a.m. Staff received a Special Use Permit Application: On-premise Consumption of Alcoholic Beverages for Late Hours on July 21, 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 33 neighboring property owners on Friday, August 1, 2025, and received 2 comments against and 1 in favor of the request at the time this report was prepared. Notice of this public hearing was published in the newspaper on August 13, 2025.

On August 14, 2025, the Planning & Zoning Commission recommended with a vote of 6-1 to approve the Special Use Permit.

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. The applicant complies with the hours of operation for the On-Premise Consumption of beer, wine and mixed beverages as allowed by the City and the Texas Alcoholic Beverage Commission.

2. Adequate security lighting must be provided for customer’s safety and crime prevention

purposes.

3. The applicant complies with all city requirements, including but not limited to building, building occupancy, fire codes, health permit, landscaping, parking, and all other City requirements.

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

5. The Special Use Permit may be revoked at any time by the Planning and Zoning Commission and City Council. 1 year permit renewal application will need to be turned in prior to August 01, 2026.

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

Prepared by:
Rita Guerrero, Assistant Director of Planning and Zoning

Attachments:

A. City Council Agenda Packet Attachments
B. Ordinance

MEETING DATES:
PLANNING & ZONING COMMISSION – 08/14/2025
CITY COUNCIL – 09/02/2025
DATE PREPARED – 08/06/2025

STAFF REPORT
GENERAL INFORMATION

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

APPLICANT: LIV PADEL LLC

AGENT: Melden & Hunt, Inc.

LEGAL: Lot 81, James Court Subdivision

LOCATION: 2851 West Canton Road

LOT/TRACT SIZE: 2.2865 acres

CURRENT USE: Vacant

PROPOSED USE: Padel House

EXISTING ZONING: Commercial, General (CG) District

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

EVALUATION

The following is staff's evaluation of the request.

1. The area is characterized by mixed commercial zoning districts to include medical offices and clinics, vacant land and residential homes.

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 Thursday from 5:30 a.m. to 12:00 a.m., Friday from 5:30 a.m. to 2:00 a.m. and Saturday through Sunday from 7:30 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.

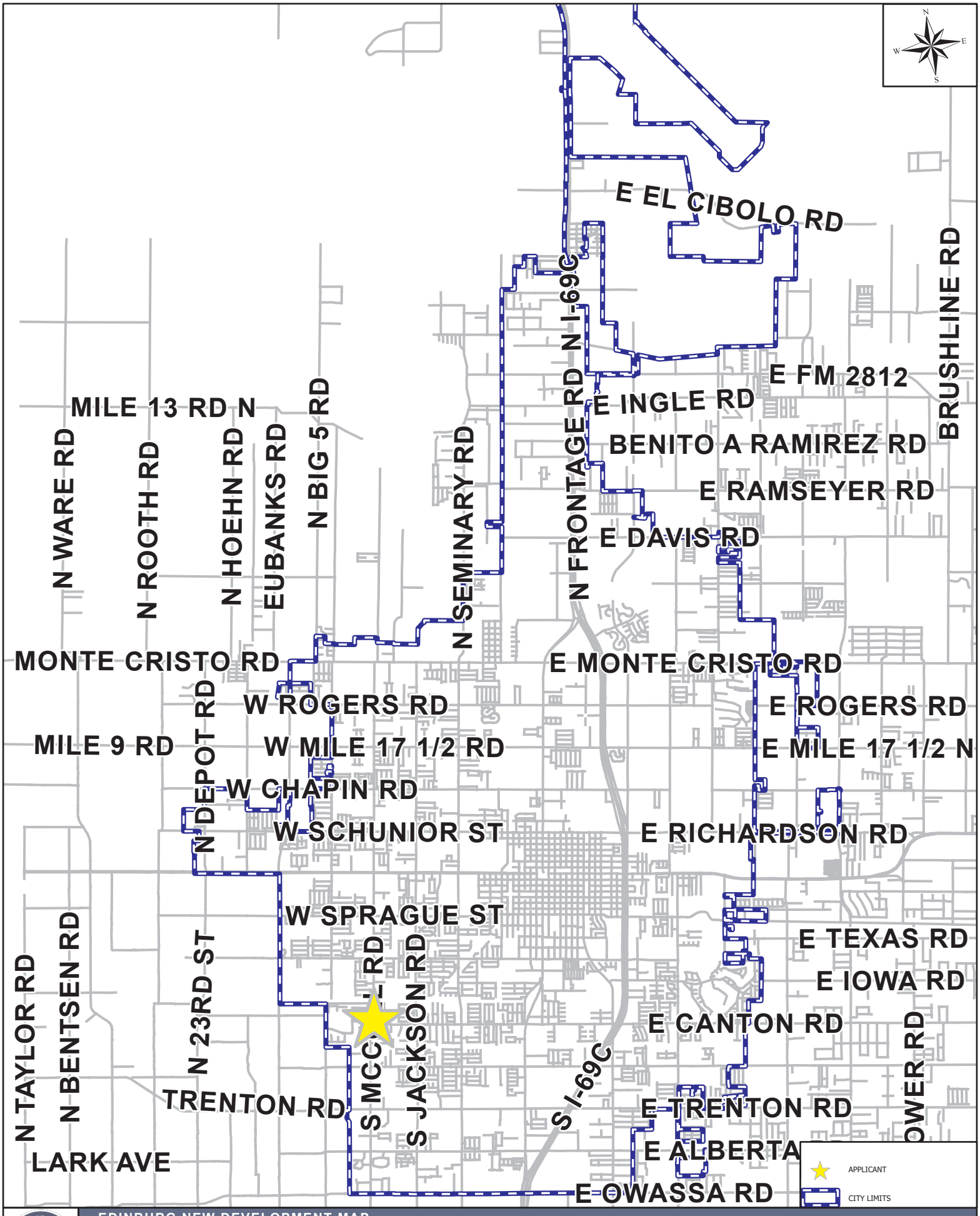
5. Consumption of alcohol should be limited to the eating area designated by the applicant. Pedestrians taking open containers off of the subject property could result in violation of Edinburg Code of Ordinances, Title XI, Chapter 110, Section 110.10.

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. 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 August 01, 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.

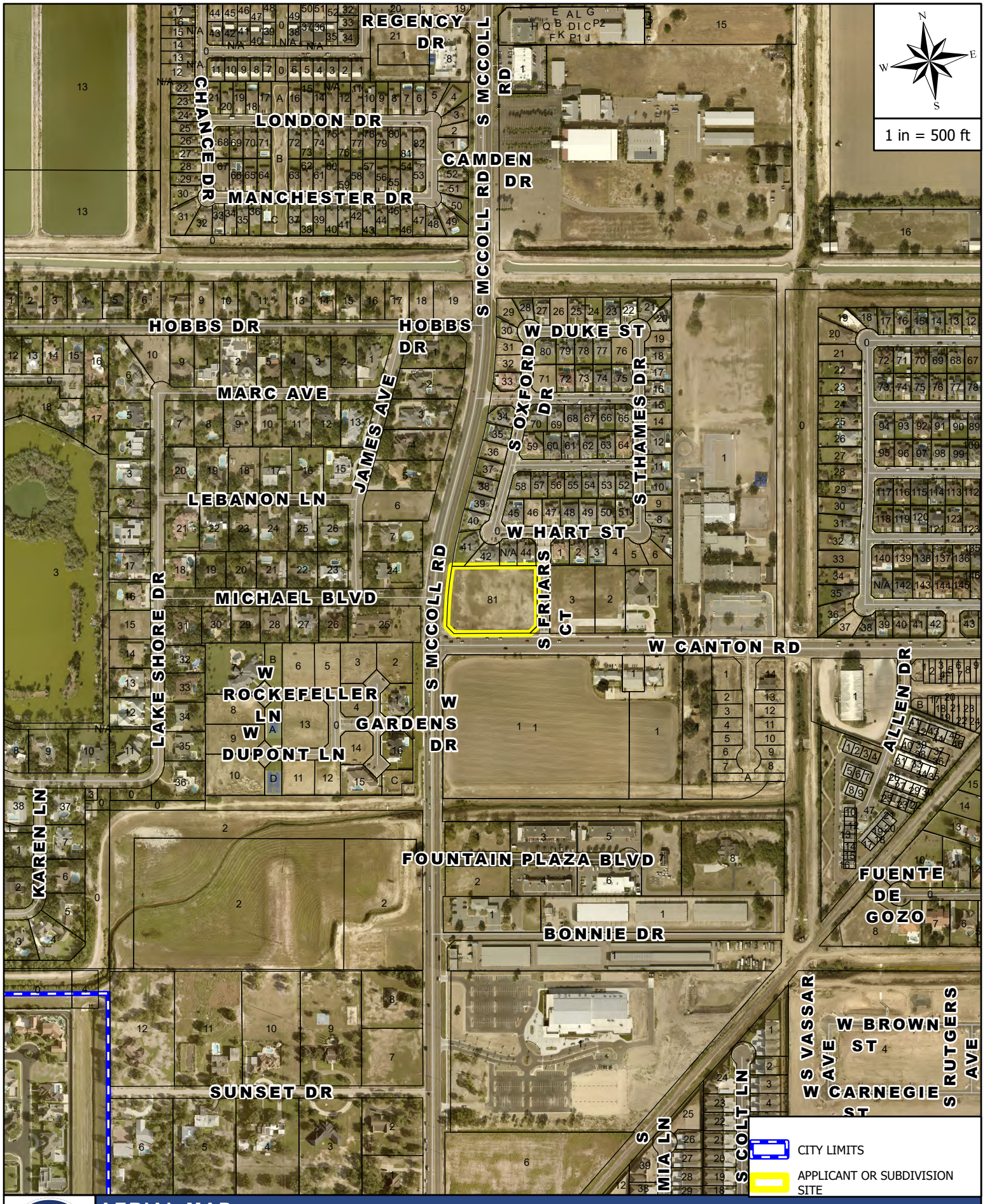
Staff mailed a notice of the public hearing to 33 neighboring property owners on Friday, August 1, 2025, and received 2 comments against and 1 in favor of this request at the time this report was prepared. Notice of this public hearing was published in the newspaper on August 13, 2025.



EDINBURG NEW DEVELOPMENT MAP

APPLICANT AND/OR SUBDIVISION:

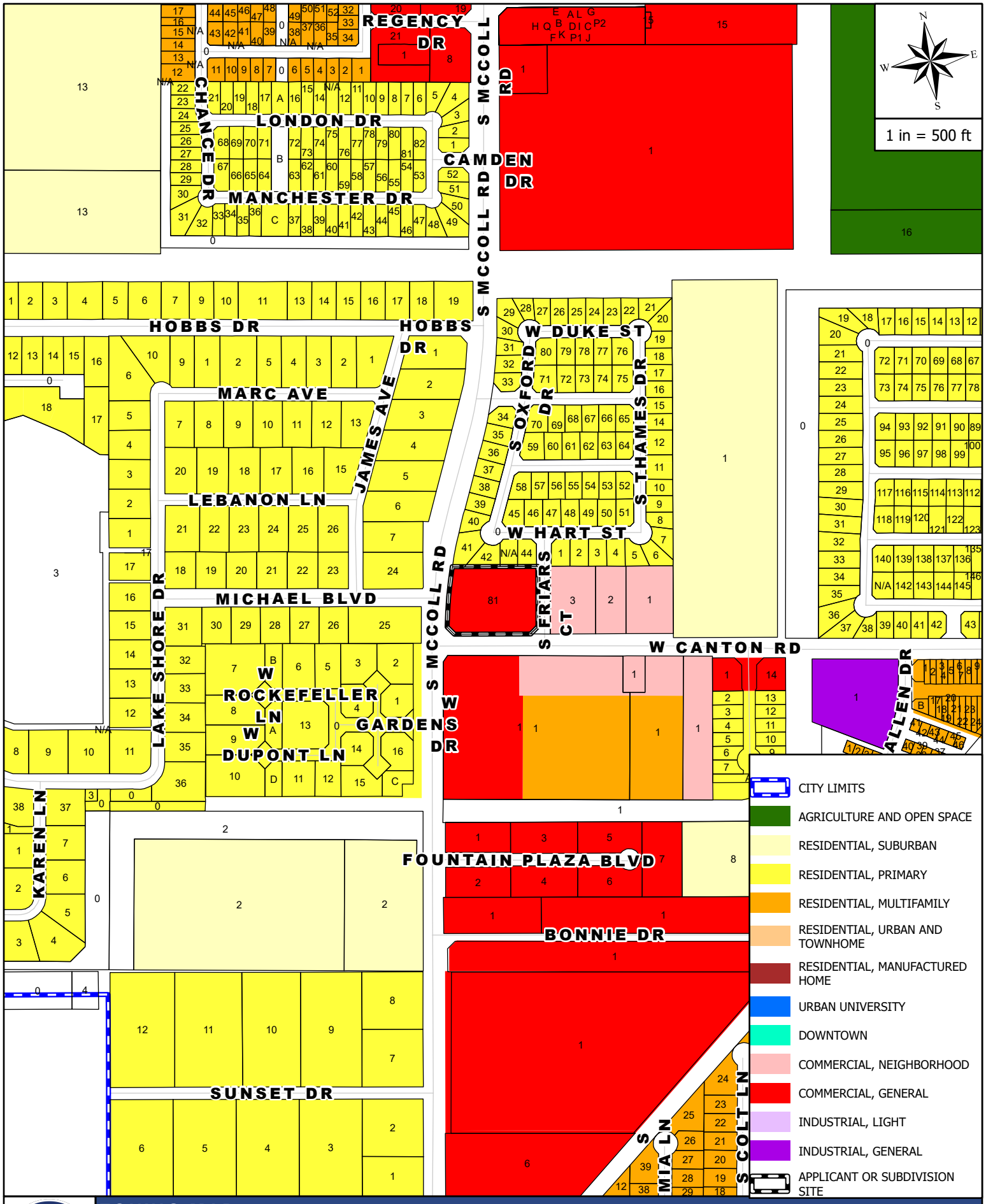
SPCL-2025-0009 2851 W CANTON RD



AERIAL MAP

APPLICANT AND/OR SUBDIVISION:

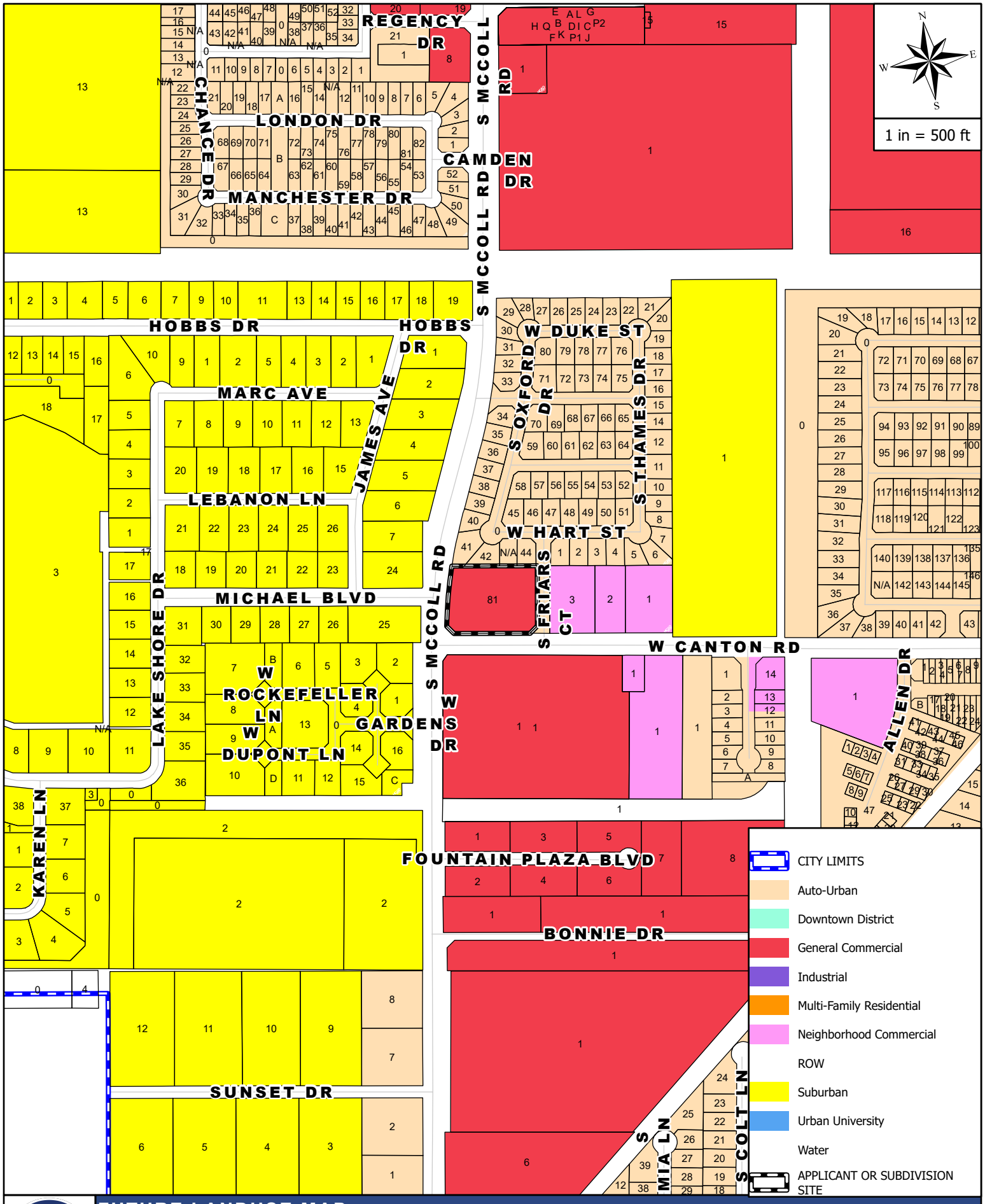
SPCL-2025-0009 2851 W CANTON RD



ZONING MAP

APPLICANT AND/OR SUBDIVISION:

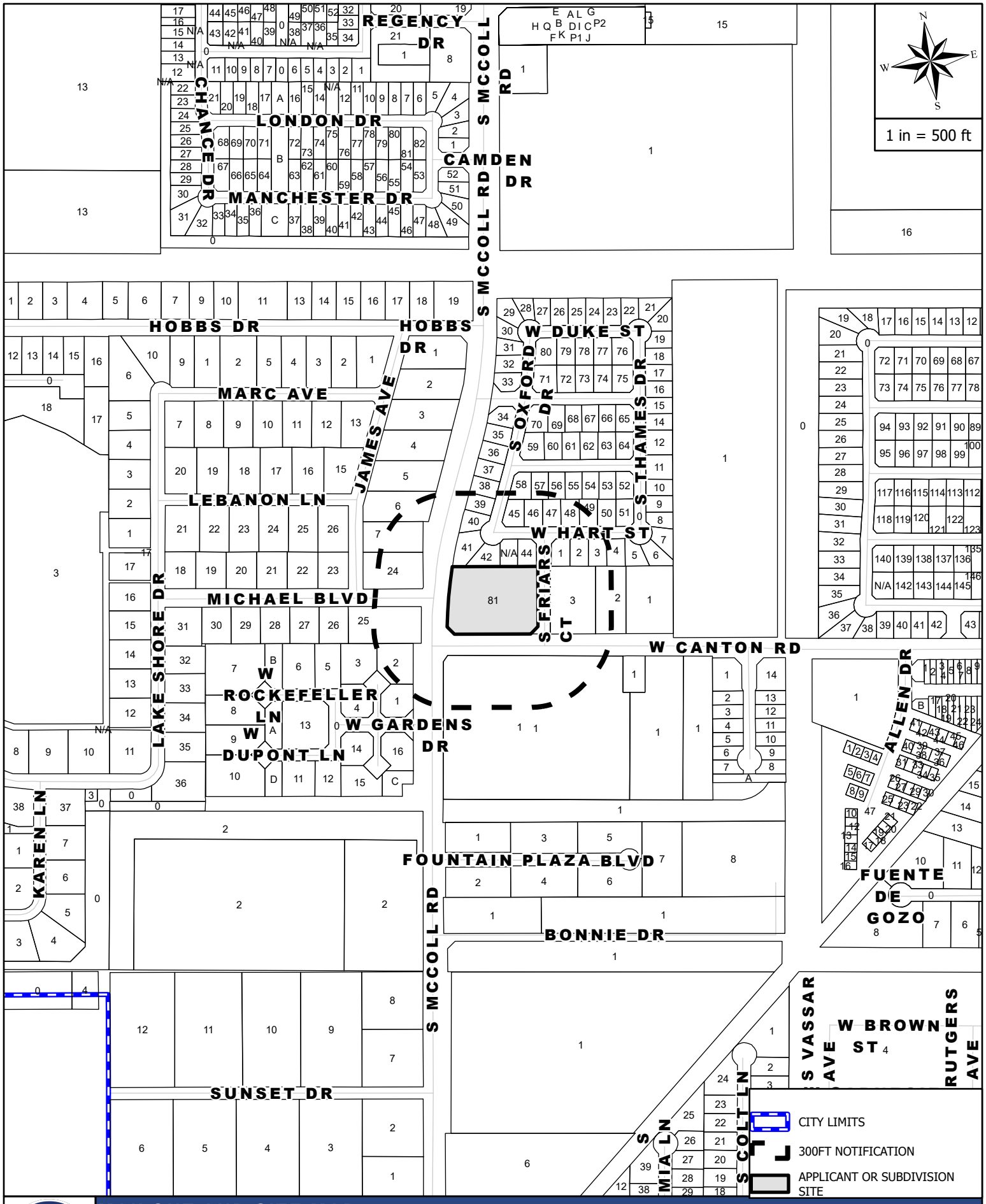
SPCL-2025-0009 2851 W CANTON RD



FUTURE LANDUSE MAP

APPLICANT AND/OR SUBDIVISION:

SPCL-2025-0009 2851 W CANTON RD



MAILOUT AND SITE MAP

APPLICANT AND/OR SUBDIVISION:

SPCL-2025-0009 2851 W CANTON RD

Special Use Permit Request Site Photo

LIV PADEL LLC

2851 WEST CANTON



3. *Alcoholic Beverage Sales for On-Premise Consumption 51% or more (Bar or Nightclub).*

a. *Spacing*. The sale of alcoholic beverages by any dealer within the city is hereby prohibited and shall be unlawful where the place of business of any such dealer is 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 properly 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 the public or private schools, daycare centers and other child care facilities and university shall be in a direct line from the property line of the school 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.

🏓 THE COURT SIDE MENU

Fresh Bites & Fuel for Champions

🥪 Paninis & Sandwiches

- The Smash – Grilled chicken, arugula, tomato, pesto aioli on ciabatta
- Backhand BLT – Crispy bacon, lettuce, tomato, chipotle mayo on sourdough
- Veggie Drop Shot – Roasted veggies, hummus, spinach on multigrain

🍔 Burgers

- The Clubhouse Burger – Angus beef, cheddar, caramelized onions, arugula, special sauce, brioche bun

(Add avocado or fried egg for extra fuel)

- Padel Veggie Burger – Black bean patty, grilled zucchini, pepper jack, chipotle aioli

🌮 Tacos (3 to 5 per order)

- Grilled Chicken Tacos – Cilantro-lime slaw, chipotle crema
- Carne Asada Tacos – Marinated steak, onions, salsa verde, queso fresco
- Vegan Street Tacos – Roasted cauliflower, avocado, red cabbage, tahini drizzle.

🥗 Bowls & Greens

- Power Padel Bowl – Quinoa, grilled chicken, avocado, kale, cherry tomatoes, lemon tahini
- The Serve Salad – Mixed greens, goat cheese, walnuts, cranberries, balsamic
- Recovery Greens – Arugula, cucumber, watermelon, feta, mint, olive oil

🍕 Small Bites & Shareables

- Mini Flatbreads – Choose: Margherita | Prosciutto | Mushroom Truffle
- Ace Wings – Baked, tossed in your choice: Classic Buffalo | Lime Chimichurri | Honey Garlic
- Court Nachos – Corn chips, melted cheese, black beans, pico, guac, jalapeños

🍳 Brunch All Day (Optional Section)

- Avocado Smash – Avocado, poached egg, chili flakes on sourdough
- Egg & Spinach Wrap – Scrambled eggs, cheese, spinach, sriracha mayo

🍌 Smoothies & Protein Shakes

- Match Point Mango – Mango, pineapple, coconut water
- Strawberry Serve – Strawberry, banana, almond milk
- Recovery Protein Shake – Chocolate or vanilla, oat milk, banana, peanut butter

🧉 Drinks & Energy

- Fresh Cold Pressed Juices
- Cold Brew Coffee / Iced Latte
- Electrolyte Waters / Coconut Water
- Low-alcohol / Light Beers
- Signature Spritz



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 #

1. APPLICANT INFORMATION

APPLICATION DATE: 7/11/25

Melden & Hunt, Inc. [redacted]
Applicant's Name Phone No:

[redacted] [redacted] [redacted] [redacted]
Mailing Address City State Zip

[redacted]
Email Address

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

Shavi Mahtani [redacted]
Property Owner's Name Phone No:

[redacted] [redacted] [redacted] [redacted]
Mailing Address City State Zip

[redacted]
Email Address

2. PROPERTY INFORMATION

Property Address/Location: **2851 W. Canton**

Legal Description: Lot(s) **81** Block _____ Subdivision **James Court Subdivision**

Zoning: **CG - Commercial, General**

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: **M-TH5:30PM-12AM; Friday5:30PM-2AM; Sat&Sun7:30-2AM**

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.

[signature] 7-11-2025
APPLICANT'S SIGNATURE DATE

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

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

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

Anaisa Licerio [redacted]>

[UNKNOWN SENDER] James Court Alcohol case lot 81

1 message

Ava [redacted] Mon, Aug 11, 2025 at 1:05 AM
To: planning@cityofedinburg.com

I do not approve of the late night alcohol establishment being considered for lot 81 in the James Court subdivision on Canton and McColl.

Dangerous! Hectic! Lunatics will be troublesome!

THE CITY OF Edinburg

NOTIFICATION

Dear Property Owner:

A public hearing will be held on **Thursday, August 14, 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 consider the following:

HOLD PUBLIC HEARING AND CONSIDER SPECIAL USE PERMIT FOR ON-PREMISE CONSUMPTION OF ALCOHOLIC BEVERAGES FOR LATE HOURS, LOT 81, JAMES COURT SUBDIVISION, LOCATED AT 2851 WEST CANTON ROAD, AS REQUESTED BY MELDEN & HUNT, INC ON BEHALF OF LIV PADEL, LLC

This Special Use Permit would allow for on-site consumption of alcohol at this location as well for late hours.

This request is scheduled to be heard by the **City Council on Tuesday, September 2, 2025 at 6:00 P.M.** As a property owner within 200 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

Please place a checkmark on the appropriate box to indicate if you are in favor of the proposed request.

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

Comments: No Alcohol or Tobacco Sales close to Residential Area.

Print Name: Hazem Kanaan

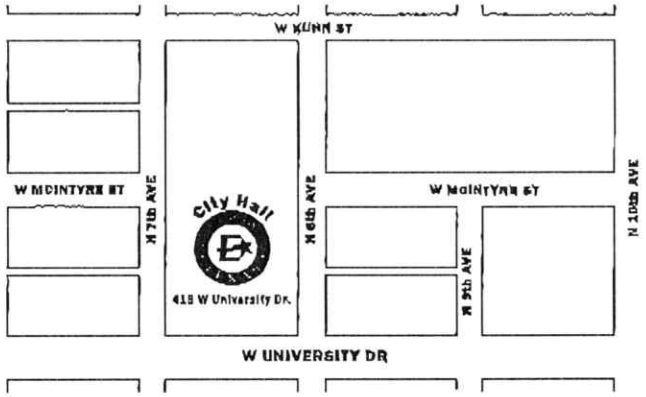
Address: [redacted]

Phone No. [redacted] City: [redacted] State [redacted] Zip: [redacted]

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



THE CITY OF Edinburg

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This Special Use Permit would allow for on-site consumption of alcohol at this location as well for late hours.

This request is scheduled to be heard by the **City Council on Tuesday, September 2, 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, August 13, 2025
EMAIL: planning@cityofedinburg.com by Wednesday, August 13, 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: Yasmel Acosta

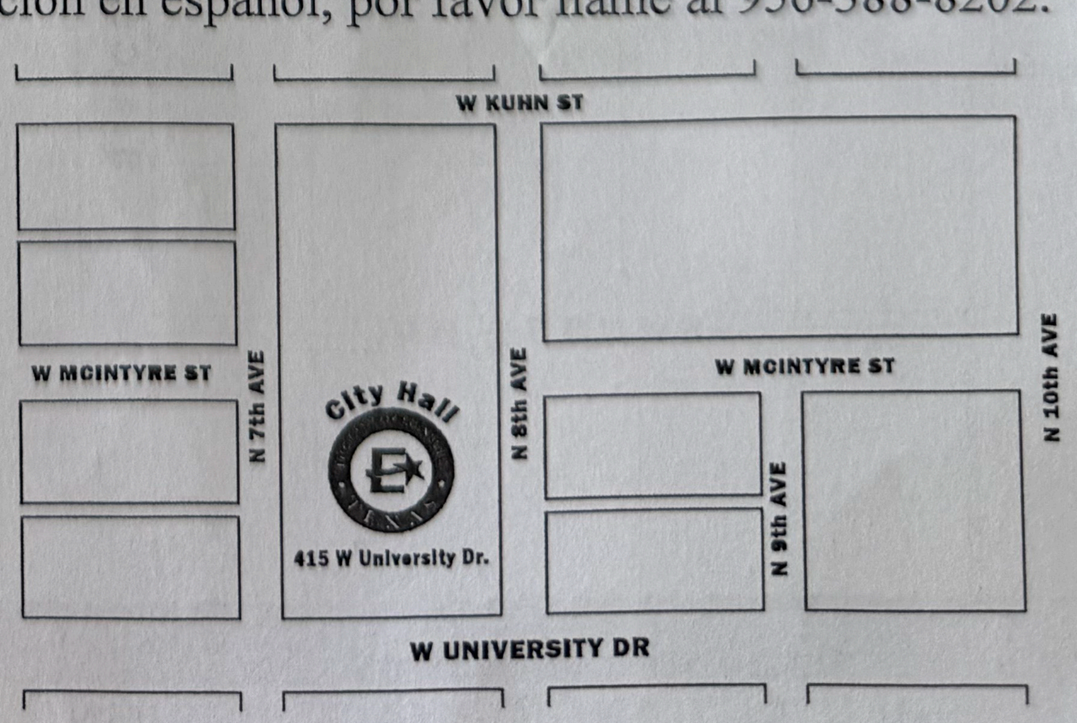
Address: [redacted]

Phone No. [redacted] City: [redacted] State: [redacted] Zip: [redacted]

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



PID:214308 AYALA RAUL & ELMA

[redacted]

PID:214307 RUBIO FELIPE

[redacted]

PID:289938 NICO HOLDINGS LTD

[redacted]

PID:214228 RAMIREZ JOSE L & ROLANDO J JR & ESTHER R LARA & MARIA E ORTEGA TRUSTEE

[redacted]

PID:214229 ADAMS CECIL & MARY K

[redacted]

PID:1123532 AVALON RGV HOLDINGS LP

[redacted]

PID:1123533 AVALON RGV HOLDINGS LP

[redacted]

PID:1306346 MOROCHO MILTON & VICKY

[redacted]

PID:1306345 RODRIGUEZ FRANCISCO JAVIER

[redacted]

PID:1306344 PATEL PRAKASH & MANJULABEN

[redacted]

PID:1306343 PETER R FREUND TRUSTEE

[redacted]

PID:1306342 SCHOEN BARBARA ANN

[redacted]

PID:1306341 GUTIERREZ RUBEN & MARIA DE LA LUZ

[redacted]

PID:1306354 JIWAN KRRISH & HEMANGINI PATEL

[redacted]

PID:1306353 CASTRO ABRAHAM ANTONIO

[redacted]

PID:1306352 BARAJAS JOEL MARIO & IRMA AKA DEL ANGEL SOBREVILLA

[redacted]

PID:1306351 MCPHERSON JIMMIE R

[redacted]

PID:1306300 GARZA IVAN

[redacted]

PID:1306299 COLEMAN ROBERT DWAYNE & MAJESSICA BARTOLOME

[redacted]

PID:1306298 GUTIERREZ JAIME & YASMEL ACOSTA

[redacted]

PID:1306297 RODRIGUEZ KEILA & NOE
[redacted]

PID:1306334 VELA ROWDY ROBERT
[redacted]

PID:1306335 LOPEZ MICHELLE & HERIBERTO FALCON SOLIS
[redacted]

PID:1306336 AKINDUNBI AKINBIYI B & ADEBAMBO
[redacted]

PID:1306337 WATSON MARIA MARTINEZ
[redacted]

PID:1306338 RAMIREZ ROLANDO & GRACIELA ESPINO ESPARZA
[redacted]

PID:1306340 MARTINEZ JESUS A
[redacted]

PID:1306377 MAHTANI SHAVI
[redacted]

PID:1306061 CANTON SUBDIVISION LLC
[redacted]

PID:1306339
[redacted]

PID:289944 NICO HOLDINGS LTD
[redacted]

PID:1462111 DE LA GARZA JOSEPH & CLAUDIA
[redacted]

PID:1462112 KASAN VINOD & PRATIBA
[redacted]

PID:1462113 KANAAN HAZEM
[redacted]

ORDINANCE NO. _____

AN ORDINANCE GRANTING A SPECIAL USE PERMIT FOR THE ON-PREMISE CONSUMPTION OF ALCOHOLIC BEVERAGES FOR LATE HOURS, BEING LOT 81, JAMES COURT SUBDIVISION, LOCATED AT 2851 WEST CANTON 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, Liv Padel, 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 81, James Court Subdivision, Located at 2851 West Canton 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 Liv Padel, LLC, for On-Premise Consumption of Alcoholic Beverages For Late Hours, Being Lot 81, James Court Subdivision, Located at 2851 West Canton Road, with the following conditions:

1. The applicant complies with the hours of operation for the On-Premise Consumption of beer, wine and mixed beverages as allowed by the City and the Texas Alcoholic Beverage Commission.
2. Adequate security lighting must be provided for customer's safety and crime prevention purposes.
3. The applicant complies with all city requirements, including but not limited to building, building occupancy, fire codes, health permit, landscaping, parking, and all other City

requirements.

4. Operations in connection with the proposed special use permit must not be more objectionable to nearby properties by reason of noise or other characteristics than would the operations of any permitted use not requiring special use approval. The use must comply with the City's Noise Standards as per the Unified Development Code.
5. The Special Use Permit may be revoked at any time by the Planning and Zoning Commission and City Council. **1-year permit renewal application will need to be turned in prior to August 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 2nd day of September, 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: September 2, 2025
ORDINANCE
Agenda Item No: 8.A.
Special Use Permit - "Sacred Heart Catholic Church Annual Kermess"

1. **Agenda Item:**
Consider Ordinance Providing for a Temporary Special Use Permit for "Sacred Heart Catholic Church Annual Kermess," to be Held Saturday, September 6, 2025, Being Edinburg Original Townsite, Block 319, Lots 1-5, Located at 216 N. 16th Street at Sacred Heart Catholic Church, as Requested by Sacred Heart Catholic Church. [Jaime Acevedo, Director of Planning and Zoning]

2. **Description:**
The applicant is requesting a Temporary Special Use Permit for the "Sacred Heart Catholic Church Annual Kermess" to be Held Saturday, September 6, 2025, the event will start at 7:00 a.m. and end at approximately 11:30 p.m. This event will be held at the Sacred Heart Catholic Church grounds, 216 N. 16th Street.

The proceeds from the "Sacred Heart Catholic Church Annual Kermess" will go to Sacred Heart Catholic Church.

3. **Staff's Recommendation:**
Staff recommends approval of the Temporary Special Use Permit for "Sacred Heart Catholic Church Annual Kermess" for this event is subject to City Council approval.

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 Redacted
B. Hold Harmless Agreement
C. Ordinance

MEETING DATES:
CITY COUNCIL – 09/02/2025
DATE PREPARED – 08/19/2025

STAFF REPORT
GENERAL INFORMATION

APPLICATION:	Temporary Special Use Permit and Waiver of Application Fee for the "Sacred Heart Catholic Church Annual Kermess"
APPLICANT:	Deacon Raul Rangel
AGENT:	N/A
LEGAL:	Sacred Heart Catholic Church
LOCATION:	216 N. 16th Street
LOT/TRACT SIZE:	N/A
CURRENT USE OF PROPERTY:	Sacred Heart Catholic Church
PROPOSED USE OF PROPERTY:	"Sacred Heart Catholic Church Annual Kermess"
EXISTING LAND USE/ ADJACENT ZONING:	North – Residential Primary (RP) District South – Residential Primary (RP) District East - Residential Primary (RP) District West - Residential Primary (RP) District
LAND USE PLAN DESIGNATION:	Downtown (DD) District
ACCESS AND CIRCULATION:	This property has access onto McIntyre Street
PUBLIC SERVICES:	Public utilities serve the site.
RECOMMENDATION:	Staff recommends approval of the Temporary Special Use Permit for the "Sacred Heart Catholic Church Annual Kermess". A comprehensive evaluation is on the following page(s).

SPECIAL USE PERMIT
"SACRED HEART CATHOLIC CHURCH ANNUAL KERMESS"

EVALUATION AND CONDITIONS FOR APPROVAL

The following is the staff's evaluation and conditions for approval of this application. The "Sacred Heart Catholic Church Annual Kermess" consists of a one (1) day outdoor event see attached letter.

1. **Duration:** The proposed days and hours requested by the applicant are as follows:
   Saturday – September 6, 2025,– 7:00 a.m. to 11:30 p.m.
   The days and hours of operation must meet Section 130.22 Curfew Hours of the Code of Ordinances.

2. **Access Control:** The main access for this event will be from McIntyre Street

3. **Security Services:** Security services are provided by off-duty city police officers until the time of closing of the operation.

4. **Sanitation:** The applicant must provide roll-off containers and plastic carts from the Solid Waste Department for this event if necessary.

5. **Electric and Lighting:** Outdoor events will be provided with electrical generators.

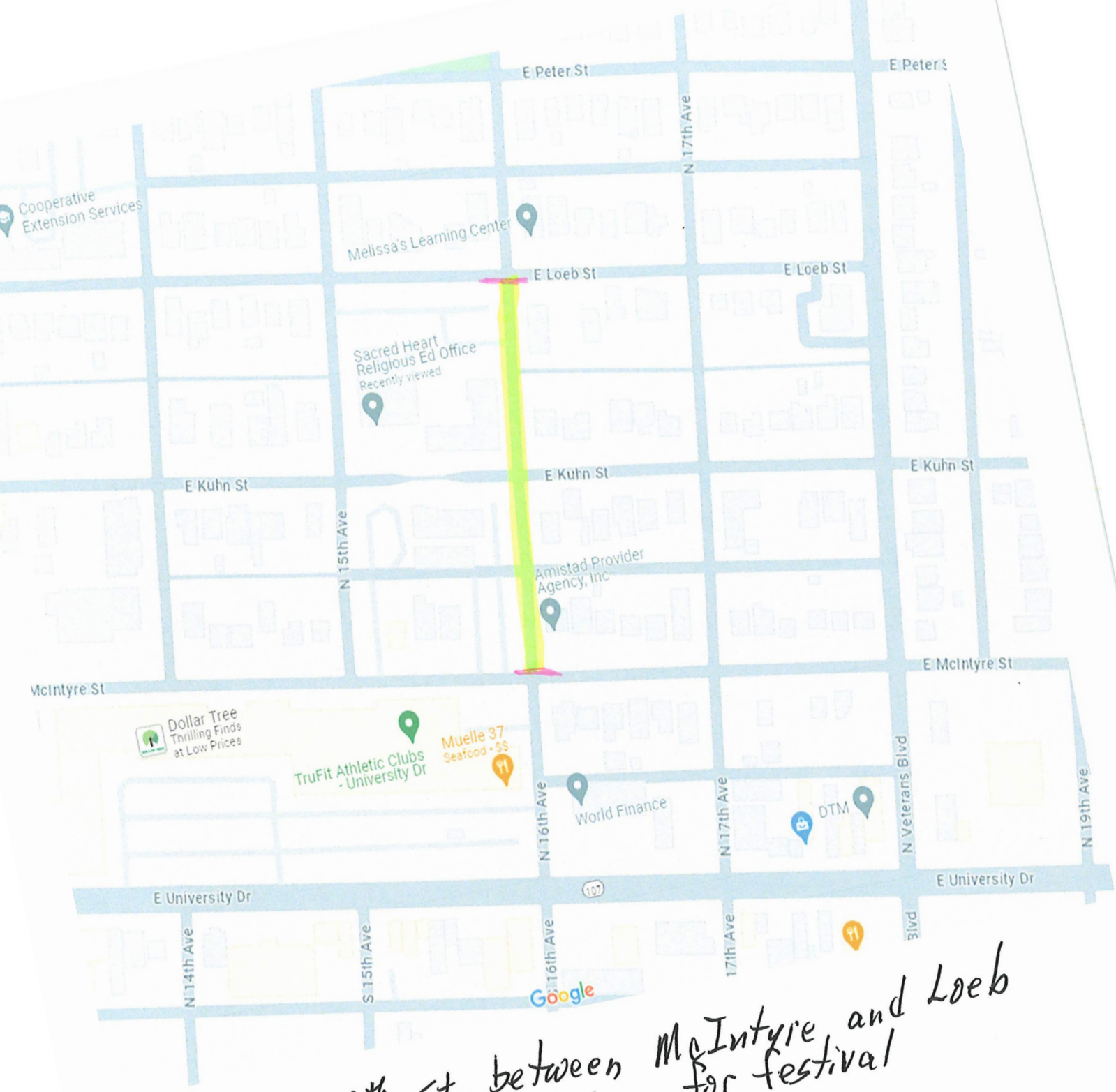
6. **Noise:** Little noise will be generated and a PA system will be set for brief speeches.

7. **Site Restoration:** Event Volunteers will maintain and clear the property.

8. **Liability Insurance:** The City is provided with and is included as an added insured in the liability insurance carried by the applicant.

9. **Indemnity:** "Sacred Heart Catholic Church Annual Kermess" will occur on Private Property and will not impede traffic or cause disturbance for vehicular traffic. A hold Harmless Agreement will be signed and provided by the Organizers of the event.

10. **Health Permit:** A temporary health permit for food vendors must be obtained through the Code Enforcement Division if food and beverages will be provided at the event.



Close 16th St. between McIntyre and Loeb from 2 pm to 12:00 am for festival

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

THE CITY OF Edinburg

Special Use Permit Application: Events (Temporary Use Permit)

Date: **September 6, 2025** ENERGOV CASE #: _____

1. Type of Event: **Church Festival**
2. Name of Event: **Sacred Heart Annual Kermess** Phone: [redacted]
3. Fundraising Event? ☑ YES ☐ NO Does Event Sponsor have IRS 501(c)(3) status? ☑ YES ☐ NO

   If fundraiser, please state use of proceeds: church repairs, church operations
4. Contact Name: **Mari Morin**
5. Mailing Address: [redacted]
6. Email: [redacted]
7. Address/Location of Event: [redacted]
8. Legal Description of Property: **Church - North Parking lot**
9. Present Land Use **Church** Zoning District: **S - Suburban Residential**
10. Days & Hours of Event: **Saturday, September 6, 2025 - 7am - 11pm**

Mari Morin — Name (Please type or print)

Mari Morin - Parish Secretary — Signature
Digitally signed by Mari Morin - Parish Secretary
Date: 2025.08.14 10:14:33 -05'00'

AMOUNT PAID $ _____ RECEIPT NUMBER _____

Items Needed:

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

Fee: $200

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

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

STATE OF TEXAS §

HOLD HARMLESS AGREEMENT

COUNTY OF HIDALGO §

CITY OF EDINBURG

This agreement is entered into this 2nd day of September, 2025, by and between CITY OF EDINBURG, Hidalgo County, Texas, hereinafter called City, and Sacred Heart Catholic Church, Edinburg, Hidalgo County, Texas, hereinafter called Indemnitor.

INDEMNITY

To the maximum extent allowed by law, the undersigned, Sacred Heart Catholic Church, its agents, employees and/or representatives (Indemnitor), agrees to hold harmless, indemnify, and defend the CITY OF EDINBURG, TEXAS, a home-rule municipal corporation of the State of Texas, with its offices located at 415 West University Drive, Edinburg, Hidalgo County, Texas, its employees, elected and appointed officials, officers, successors and assigns (Indemnitee) from and against any and all causes of action, claims, liabilities, obligations, judgments, losses, or damages, including reasonable attorneys' fees and costs of litigation ("claims") arising out of, or in connection with, the Temporary Special Use Permit granted September 2, 2025 for the "Sacred Heart Catholic Church Annual Kermess" to be held Saturday, September 6, 2024 at Located at 216 N. 16th Street at Sacred Heart Catholic Church, Being Edinburg Original Townsite, Block 319, Lots 1-5 Edinburg, Hidalgo County, Texas.

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

EXECUTED this the 2nd day of September, 2025.

CITY OF EDINBURG

BY: _____
Myra L. Ayala, City Manager

APPROVED AS TO FORM

"Sacred Heart Catholic Church Annual Kermese"

Indemnitor

By: _____
Josephine Ramirez-Solis, City Attorney

BY: _____
Sacred Heart Catholic Church

ORDINANCE NO. _____

AN ORDINANCE PROVIDING FOR A TEMPORARY SPECIAL USE PERMIT FOR THE "SACRED HEART CATHOLIC CHURCH ANNUAL KERMESS", TO BE HELD ON SATURDAY, SEPTEMBER 6, 2025, BEING EDINBURG ORIGINAL TOWNSITE, BLOCK 319, LOTS 1-5, LOCATED AT 216 N. 16TH STREET AT SACRED HEART CATHOLIC CHURCH, AS PROVIDED IN ARTICLE 2.205 OF THE CITY OF EDINBURG UNIFIED DEVELOPMENT CODE, PROVIDING A REPEALER CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE; PROVIDING FOR CODIFICATION; PROVIDING A WAIVER OF THE THREE (3) SEPARATE READINGS; AND ORDAINING OTHER PROVISIONS RELATED TO THE SUBJECT MATTER HEREOF.

WHEREAS, Sacred Heart Catholic Church is requesting a Temporary Special Use Permit under Article 2.205 of the Unified Development Code of the City of Edinburg, Texas for the "Sacred Heart Catholic Church Annual Kermess" to be held Saturday, September 6, 2025 and,

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

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

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

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

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

1. **Duration:** The proposed days and hours requested by the applicant are Saturday, September 6, 2025 from 7:00 a.m. to 11:30 p.m. The days and hours of operation must meet Section 130.22 Curfew Hours of the Code of Ordinances.

2. **Access Control:** The main access for this event will be from McIntyre Street.

3. **Security Services:** Security services are provided by off-duty city police officers until the time of closing of the operation.

4. **Sanitation:** The applicant must provide roll-off container from the Solid Waste Department for this event if necessary.

5. **Electric and Lighting:** Outdoor events will be provided with electrical generators.

6. **Noise:** Little noise will be generated and a PA system will be set for brief speeches.

7. **Site Restoration:** The applicant will maintain and clear the property.

8. **Liability Insurance:** The City is provided with and is included as an added insured in the liability insurance carried by the applicant.

9. **Indemnity:** The festival will occur on Private Property and will not impede traffic or cause disturbance for vehicular traffic. A Hold Harmless Agreement will be signed and provided by the Organizers of the event.

10. **Health Permit:** A temporary health permit for food vendors must be obtained through the Code Enforcement Division if food and beverages will be provided at the event.

11. The special use permit may be revoked by City Council for any violations of City and TABC regulations is hereby ratified.

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

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

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

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

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

of the City Council.

READ, CONSIDERED, PASSED AND APPROVED at a regular meeting of the City Council of the City of Edinburg, Texas at which a quorum was present and which was held in accordance with V.T.C.A., Government Code, Section 551.041, on the 2nd day of September, 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: September 2, 2025
VARIANCE
Agenda Item No: 9.A.
Subdivision Variance Request - Jessica Luna and Omar Haro, On Behalf of Roy Luna

1. **Agenda Item:**
Consider Variance Request to the City of Edinburg Unified Development Code, Article 5, Subdivision Standards, Division 5.100, Purpose and Application, Sec. 5.102, Applicability, D. Exemption from Platting, Being a 2.768-Acre Tract of Land, More or Less, Being Out of a 4.984-Acre Tract Out of the East One-half (19.935 Acres) of Lot 15, Section 233, Texas-Mexican Railway Company's Survey, Hidalgo County, Texas, Located at 5505 West Schunior Street, as Requested by Jessica Luna and Omar Haro, on Behalf of Roy Luna. [Jaime Acevedo, Director or Planning & Zoning]

2. **Description:**
The property is located the north side of W. Schunior Street, approximately 488 ft. north of W. Schunior Street and approximately 958.68 ft. east of North Depot Road and is within the City of Edinburg, City Limits. The 2.76-acre tract of land is part of a larger piece of property that was excluded from a family partition in May of 2022 to build a home that is currently on the lot south of the property addressed as 5505 W. Schunior St., Unit A. That family partition landlocked the property for Ms. Jessica Luna and Mr. Omar Haro who now have plans to construct a new home. Ms. Jessica Luna and Mr. Omar Haro are requesting a variance to the City's Unified Development Code (UDC) for the aforementioned subdivision.

Variance Request: Article 5, Subdivision Standards, Section 5.102, Applicability

Article 5, Subdivision Standards, Section 5.102, Applicability of the Unified Development Code states no development shall commence, nor shall any building permit, utility connection permit, electrical connection permit, or similar permit be issued, for any development or land division subject to this Article, until a plat has been approved and submitted to the City for filing at the County.

The property is currently located inside the City Limits of Edinburg and the intended use is for single family residential home. The property is currently zoned Agriculture and Open Space (AO) District and must file a zone change if approved and proceed to building permit. The property lot width is 165 feet and a lot depth of 730.7 feet for a total amount of 2.768 acres, with no lot frontage.

City of Edinburg Unified Development Code has a section providing the exemption from platting under certain provisions as stated below:
City Only. The following situations do not require a plat in the City limits:

a. Large Parcels. A division of land into parcels that are greater than five acres, where each parcel has access to a public right-of-way and no public improvements will be dedicated. (Local Government Code, Section 212.004(a);
b. No Development. Sale, inheritance, or gift of land by metes and bounds of tracts upon which no

improvements, development, subdivision, or alteration is occurring;
c. Cemeteries. Existing cemeteries complying with all state and local laws and regulations;
d. Family Partitions. A family partition as provided in Subsection E, Lot Partitions for Family Members, below;
e. City-Owned Property. City-owned property is exempt from the requirements of filing a subdivision plat, provided that any development on such property is for public use and reviewed and approved by the City Manager to ensure that:
i. The development of the property meets all applicable infrastructure requirements; and
ii. The map of the property in question is recorded in the Hidalgo County Clerk's Office.
f. Court Orders. Divisions of land created by a court order unless the owner of a court-subdivided parcel seeks further subdivision; or
g. Older Properties.
i. It is demonstrated that any of the following conditions existed with respect to the use or legal description of the subject property prior to March 9, 1987:
1. The boundaries of the subject property have not changed except for changes resulting from public improvements and was identified by metes and bounds; or
2. A building was in existence on the subject property; or
3. The subject property was legally or functionally subdivided, either by recorded plat or by actual occupancy and use; and
ii. The subject property has frontage on an existing publicly dedicated and accepted road; and
iii. It is demonstrated that water service is available to the subject property by a public water supply approved by the Texas Department of Health. Such demonstration shall include:
1. A survey of the property; and
2. A letter of commitment from a public water supply agreeing to supply the subject property

On August 14, 2025, the Planning & Zoning Commission recommended with a vote of 7-0 to approve the Variance Request.

3. Staff's Recommendation:

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

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

Sec. 5.102, Applicability

A. Generally. No development shall commence, nor shall any building permit, utility connection permit, electrical connection permit, or similar permit be issued, for any development or land division subject to this Article, until a plat has been approved and submitted to the City for filing at the County. However, the City shall not require building permits or otherwise enforce the City's Building Code in the City's extraterritorial jurisdiction in relation to any plat required by this Code unless the development is connected to city utilities, or upon request by a developer or builder and upon coordination with County authority.

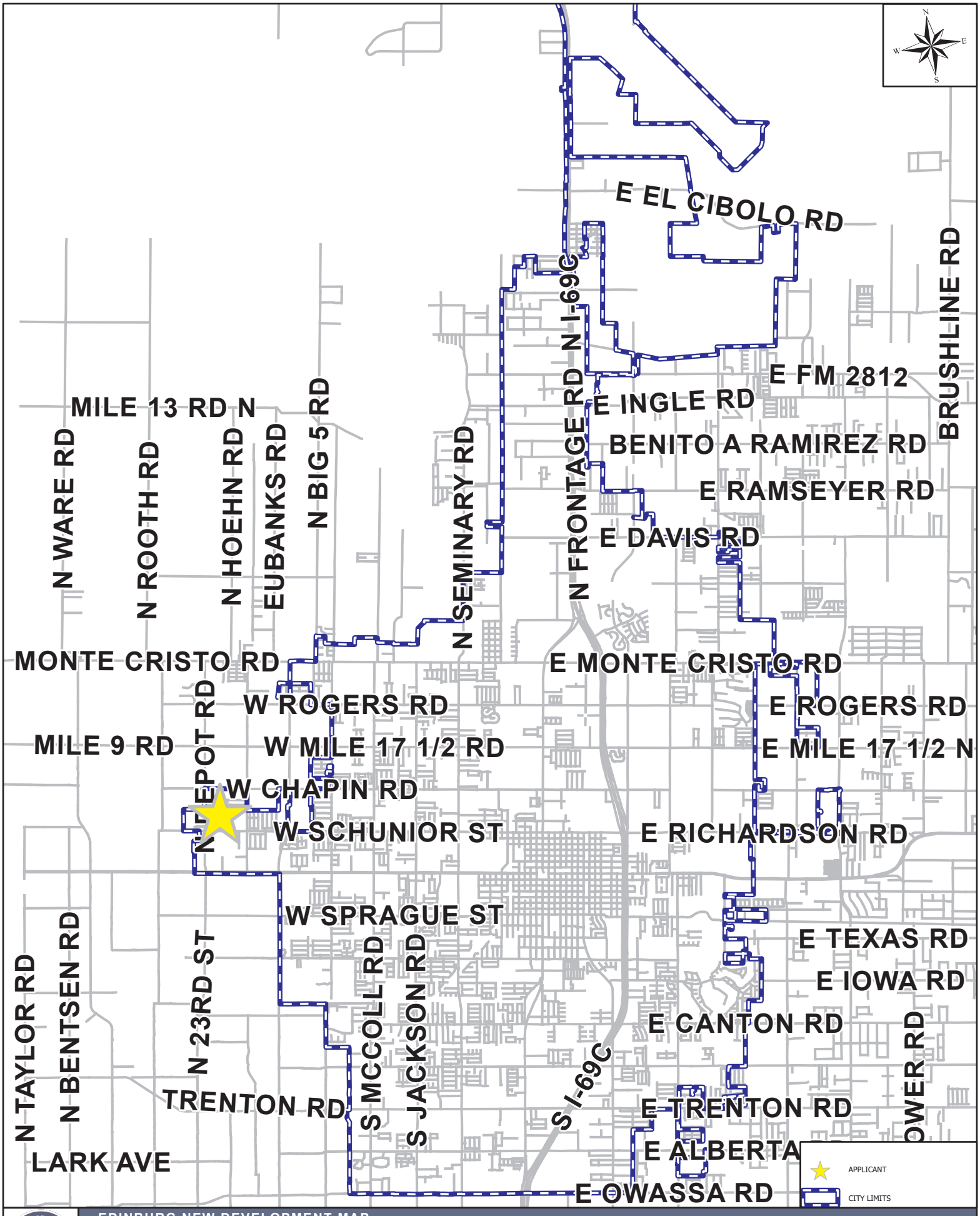
B. Requirement to Plat. Except as set forth in Subsection D, *Exemption from Platting*, below, the owner or owners of a tract of land within the City limits or in the ETJ who divides the land into two or more parts shall have a plat of the subdivision prepared in accordance with the Texas Local Government Code, Title 7, Chapter 212.004. Plats within the extraterritorial jurisdiction shall also come under the authority, review, and approval of the Hidalgo County Commissioners Court in accordance with Chapter 232 of the Texas Local Government Code.

C. Compliance with UDC Required to Subdivide. Unless a subdivision is specifically exempted from the requirements of this Article, it shall be unlawful for any person or entity to take any of the following actions until an appropriate plat is approved and recorded in conformity with this Article:

1. *Subdivide*. Subdivide any tract, lot, or parcel of land;
2. *Construction*. Construct or permit to be constructed any public or private street, utility service or facility, building, structure, or other improvements on any tract, lot, or parcel of land, except when completion of construction is required prior to recording a plat; and
3. *Utilities*. Connect or serve any utility service or facility to any tract, lot, or parcel of land.

D. Exemption from Platting. The following exemptions apply only to residential uses.

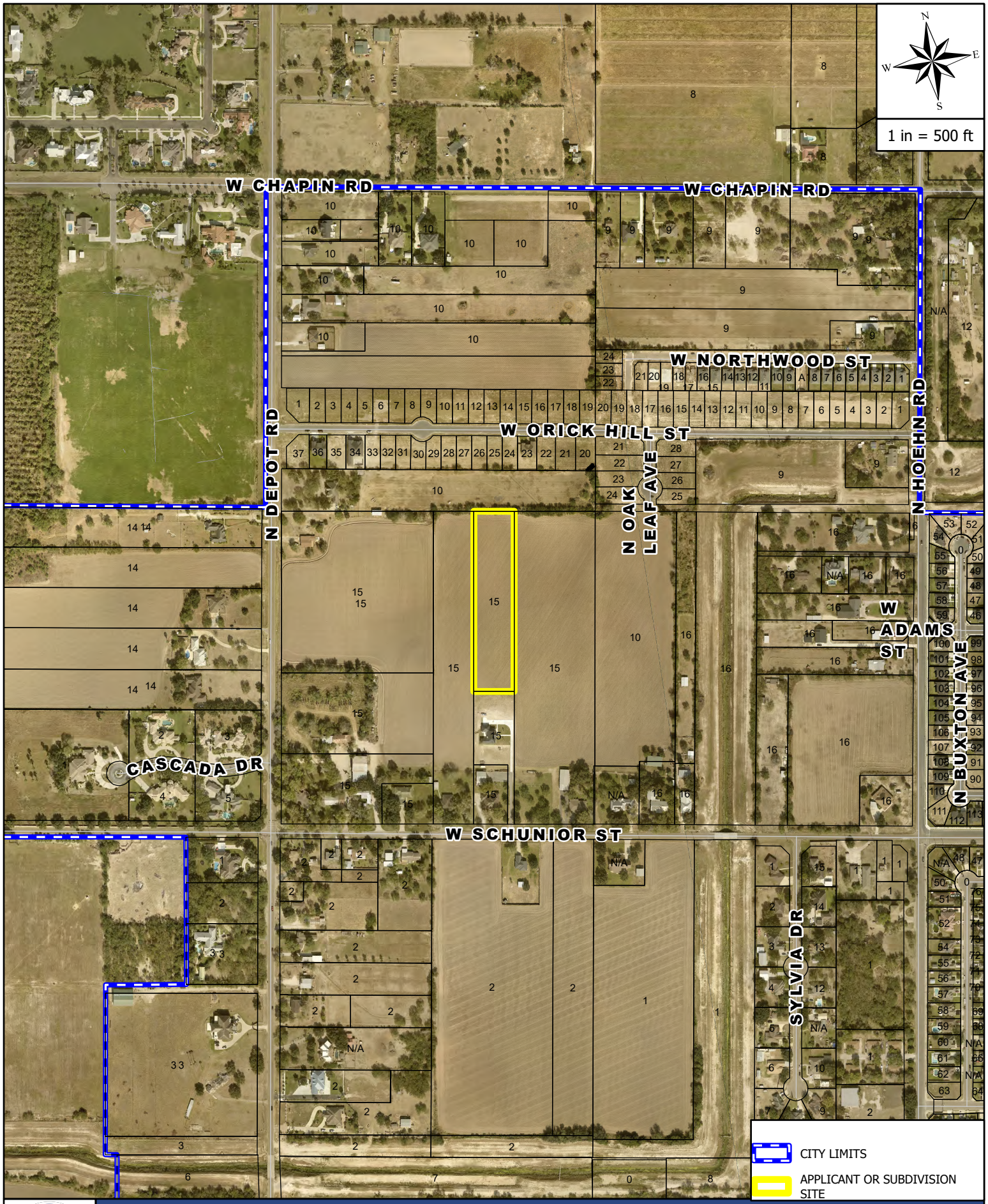
1. *City Only*. The following situations do not require a plat in the City limits:
    a. *Large Parcels*. A division of land into parcels that are greater than five acres, where each parcel has access to a public right-of-way and no public improvements will be dedicated. (Local Government Code, Section 212.004(a));
    b. *No Development*. Sale, inheritance, or gift of land by metes and bounds of tracts upon which no improvements, development, subdivision, or alteration is occurring;
    c. *Cemeteries*. Existing cemeteries complying with all state and local laws and regulations;
    d. *Family Partitions*. A family partition as provided in Subsection E, *Lot Partitions for Family Members*, below;
    e. *City-Owned Property*. City-owned property is exempt from the requirements of filing a subdivision plat, provided that any development on such property is for public use and reviewed and approved by the City Manager to ensure that:
        i. The development of the property meets all applicable infrastructure requirements; and
        ii. The map of the property in question is recorded in the Hidalgo County Clerk's Office.
    f. *Court Orders*. Divisions of land created by a court order unless the owner of a court-subdivided parcel seeks further subdivision; or
    g. *Older Properties*.
        i. It is demonstrated that any of the following conditions existed with respect to the use or legal description of the subject property prior to March 9, 1987:
            1. The boundaries of the subject property have not changed except for changes resulting from public improvements and was identified by metes and bounds; or
            2. A building was in existence on the subject property; or
            3. The subject property was legally or functionally subdivided, either by recorded plat or by actual occupancy and use; and
        ii. The subject property has frontage on an existing publicly dedicated and accepted road; and
        iii. It is demonstrated that water service is available to the subject property by a public water supply approved by the Texas Department of Health. Such demonstration shall include:
            1. A survey of the property; and
            2. A letter of commitment from a public water supply agreeing to supply the subject property.



EDINBURG NEW DEVELOPMENT MAP

APPLICANT AND/OR SUBDIVISION:

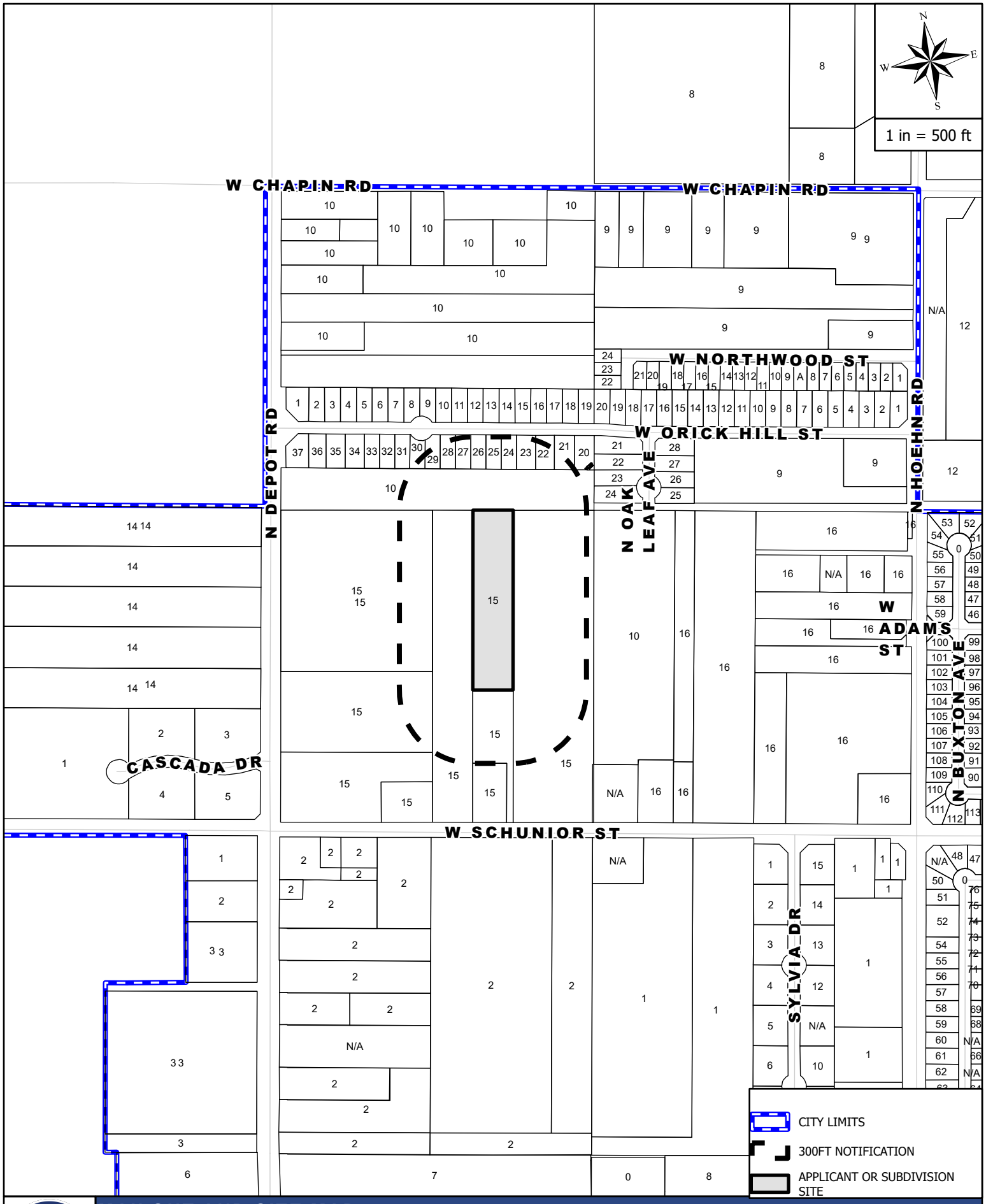
VAR-2025-0301 5505 W SCHUNIOR ST



AERIAL MAP

APPLICANT AND/OR SUBDIVISION:

VAR-2025-0301 5505 W SCHUNIOR ST

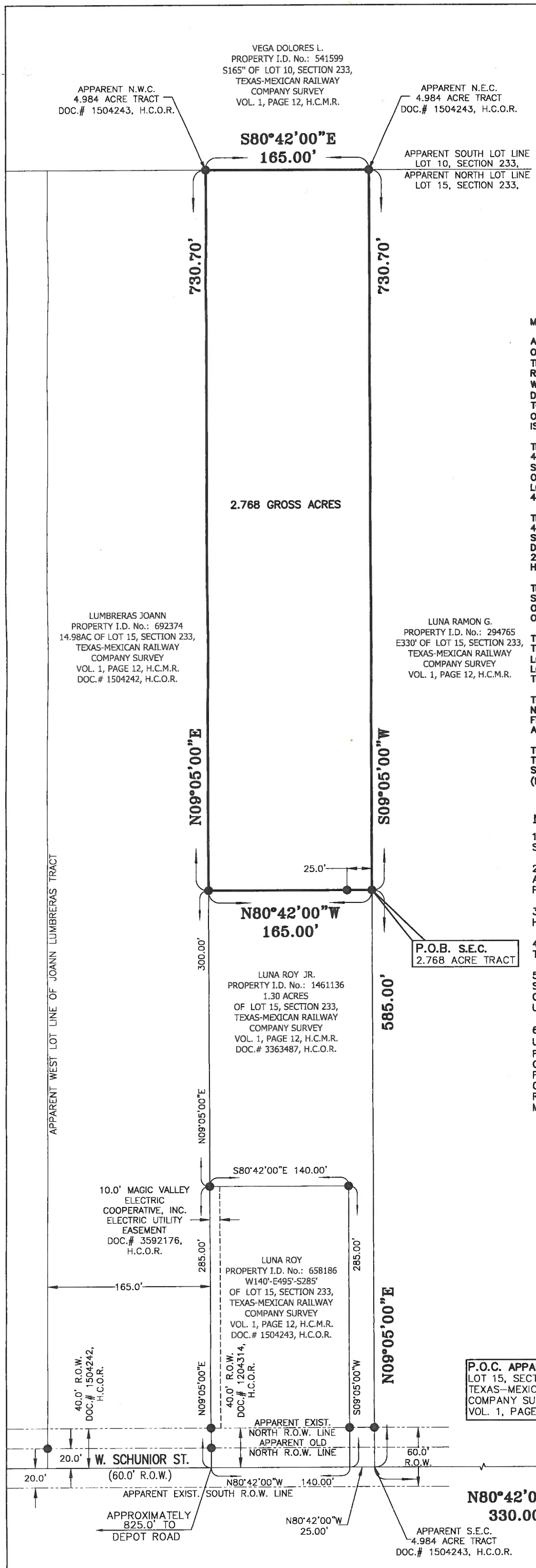


MAILOUT AND SITE MAP

APPLICANT AND/OR SUBDIVISION:

VAR-2025-0301 5505 W SCHUNIOR ST

SURVEY PLAT SHOWING
2.768 ACRE TRACT
OUT OF A 4.984 ACRE TRACT
OUT OF THE EAST ONE-HALF
OF LOT 15, SECTION 233,
TEXAS-MEXICAN RAILWAY
COMPANY'S SURVEY,
CITY OF EDINBURG,
HIDALGO COUNTY, TEXAS
VOLUME 1, PAGE 12, H.C.M.R.



BEARING BASIS AS PER THE SOUTH LINE OF LOT 15, SECTION 233, TEXAS-MEXICAN RAILWAY COMPANY'S SURVEY AS DESCRIBED IN WARRANTY DEED DOC.# 1504243, H.C.O.R. DATED MAY 26, 2005

SCALE:1"=100'

LEGEND

●	FOUND No.4 REBAR
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
R.O.W.	RIGHT OF WAY
H.C.M.R.	HIDALGO COUNTY MAP RECORDS
H.C.O.R.	HIDALGO COUNTY OFFICIAL RECORDS
N.E.C.	NORTHEAST CORNER
N.W.C.	NORTHWEST CORNER
S.E.C.	SOUTHEAST CORNER
VOL.	VOLUME
DOC.	DOCUMENT

METES AND BOUNDS

A 2.768-ACRE TRACT OF LAND, MORE OR LESS, BEING OUT OF A 4.984 ACRE TRACT OUT OF THE EAST ONE-HALF (19.935 ACRES) OF LOT FIFTEEN (15), SECTION TWO HUNDRED THIRTY-THREE (233), TEXAS-MEXICAN RAILWAY COMPANY'S SURVEY, HIDALGO COUNTY, TEXAS, AS PER MAP OR PLAT THEREOF RECORDED IN VOLUME 1, PAGE 12, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED (VOLUME 1456, PAGE 333, DEED RECORDS, HIDALGO COUNTY, TEXAS) AND WARRANTY DEED (DOCUMENT NUMBER: 2005-1504243, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS), REFERENCES TO WHICH ARE HERE MADE FOR ALL PURPOSES, LOCATED IN THE CITY OF EDINBURG ON THE NORTH SIDE OF WEST SCHUNIOR ROAD (MILE 16 1/2 NORTH ROAD) APPROXIMATELY 825 FEET EAST OF DEPOT ROAD, IS DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

THE POINT OF COMMENCEMENT (P.O.C.) BEING A POINT OF REFERENCE ON THE APPARENT ORIGINAL 40-FOOT EXISTING RIGHT-OF-WAY CENTERLINE OF SAID WEST SCHUNIOR ROAD FOR THE APPARENT SOUTHEAST CORNER OF SAID LOT 15; THENCE, N 800 42'00" W, WITH THE SAID WEST SCHUNIOR ROAD ORIGINAL 40-FOOT EXISTING RIGHT-OF-WAY CENTERLINE AND THE APPARENT SOUTH LOT LINE OF SAID LOT 15, A DISTANCE OF 330.00 FEET TO A POINT FOR THE APPARENT SOUTHEAST CORNER OF SAID 4.984 ACRE TRACT;

THENCE, N 09005'00" E, WITH THE APPARENT EAST LOT LINE OF SAID 4.984 ACRE TRACT, A DISTANCE 40.00 FEET PAST A NO. 4 REBAR FOUND ON THE APPARENT EXISTING NORTH RIGHT-OF-WAY LINE OF SAID WEST SCHUNIOR ROAD, CONTINUING WITH SAID 4.984 ACRE TRACT EAST LOT LINE FOR A TOTAL DISTANCE OF 585.00 FEET TO A NO. 4 REBAR FOUND FOR THE APPARENT SOUTHEAST CORNER OF SAID 2.768-ACRE TRACT, AND ALSO BEING THE POINT OF BEGINNING OF SAID 2.768-ACRE TRACT OF LAND HEREIN DESCRIBED;

THENCE, N 800 42'00" W, PARALLEL TO THE SAID LOT 15 SOUTH LOT LINE AND WITH THE APPARENT SOUTH LOT LINE OF SAID 2.768-ACRE TRACT, A DISTANCE OF 165.00 FEET TO A NO. 4 REBAR FOUND ON THE APPARENT WEST LOT LINE OF SAID 4.984 ACRE TRACT FOR THE APPARENT SOUTHWEST CORNER OF SAID 2.768-ACRE TRACT OF LAND HEREIN DESCRIBED;

THENCE, N 09005'00" E, WITH THE SAID 4.984 ACRE TRACT WEST LOT LINE AND OF SAID 2.768-ACRE TRACT, A DISTANCE OF 730.70 FEET TO A NO. 4 REBAR FOUND ON THE APPARENT SOUTH LOT LINE OF LOT 10, SECTION 233, TEXAS-MEXICAN RAILWAY COMPANY'S SURVEY AND THE NORTH LOT LINE OF SAID LOT 15 FOR THE APPARENT NORTHWEST CORNER OF SAID 4.984 ACRE TRACT AND OF SAID 2.768-ACRE TRACT OF LAND HEREIN DESCRIBED;

THENCE, S 800 42'00" E, WITH THE COMMON LOT LINE OF SAID LOT 10 AND LOT 15, AND THE APPARENT NORTH LOT LINE OF SAID 4.984 ACRE TRACT AND OF SAID 2.768-ACRE TRACT, A DISTANCE OF 165.00 FEET TO A NO. 4 REBAR FOUND FOR THE APPARENT NORTHEAST CORNER OF SAID 4.984 ACRE TRACT AND OF SAID 2.768-ACRE TRACT OF LAND HEREIN DESCRIBED;

THENCE, S 090 05'00" W, WITH THE SAID 4.984 ACRE TRACT EAST LOT LINE AND OF SAID 2.768-ACRE TRACT, A DISTANCE OF 730.70 FEET TO THE SAID NO. 4 REBAR FOUND FOR THE SOUTHEAST CORNER OF SAID 2.768-ACRE TRACT OF LAND HEREIN DESCRIBED, AND ALSO BEING THE POINT OF BEGINNING (P.O.B.), CONTAINING 2.768 ACRES OF LAND, MORE OR LESS.

NOTES:

1. SURVEY IS VALID ONLY IF PRINT HAS ELECTRONIC SEAL AND ORIGINAL SIGNATURE OF SURVEYOR.

2. SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE POLICY, WHICH MAY SHOW ADDITIONAL EASEMENTS AFFECTING THIS TRACT. SURVEYOR IS ADVISING THE RECIPIENT OF THIS PLAT THAT ADDITIONAL EASEMENTS MAY BE ON THIS TRACT.

3. THIS LOT IS SUBJECT TO RESTRICTIONS AS RECORDED IN VOL. 1, PAGE 12, MAP RECORDS OF HIDALGO COUNTY, TEXAS.

4. HOMERO L. GUTIERREZ, DID NOT RESEARCH OR PREPARE A TITLE REPORT OR ABSTRACT OF TITLE ON THE ABOVE PROPERTY.

5. THE EXISTENCE, IF ANY, UNDERGROUND GAS LINES OR OTHER UNDERGROUND UTILITIES NOT SHOWN ON THIS SURVEY SHOULD BE THOROUGHLY INVESTIGATED BY THE OWNER PRIOR TO ANY CONSTRUCTION ON THIS SITE. THE SURVEYOR HAS LIMITED HIS INVESTIGATION OF UNDERGROUND UTILITIES ON THIS SITE TO THAT WHICH CAN BE SEEN.

6. SURVEYOR'S STATEMENT: THE PROPERTY CORNERS OF THE TRACT SURVEYED WERE BASED ON UTILIZING THOSE FOUND PINS THAT BEST FITTED THE INTENT OF THE SURVEYORS' ORIGINAL FOOTSTEPS FOR THIS RECORDED SUBDIVISION LOT (AS SHOWN IN PLAT). A SURVEY OF THE ORIGINAL MOTHER TRACTS TO CORRECTLY ESTABLISH THE APPARENT DISCREPANCIES THAT WERE FOUND IN THE PROPERTY CORNERS WOULD NOT BE A FEASIBLE OPTION FOR THE PARTIES CONCERNED. THE CLIENT HAS BEEN MADE AWARE OF ANY DISCREPANCIES FOUND AND THE RESPECTIVE ACTION TAKEN TO STAKE OUT HIS PROPERTY AS PER THE FOUND AND SET MONUMENTS SHOWN HEREON.

FLOOD ZONE

ZONE "X" (UN-SHADED)

AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOOD PLAIN.

COMMUNITY-PANEL NUMBER: 480338 0015 E
MAP REVISED: JUNE 06, 2000
REVISED TO REFLECT LOMR
CASE 01-06-1095P MAY 14, 2001.

STATE OF TEXAS
REGISTERED AS
HOMERO LUIS GUTIERREZ
2791
PROFESSIONAL
LAND SURVEYOR

Surveyor's Certification

I, Homero Luis Gutierrez, a Registered Professional Land Surveyor in the State of Texas, state that this plat represents the facts found on the ground on July 28, 2025, and that there are no discrepancies, conflicts or shortages in the area or boundary lines, or any encroachments, or overlapping of improvements or no visible or apparent easements except as shown on this plat.

Homero Luis Gutierrez 7-29-25

Homero Luis Gutierrez, RPLS #2791 Date

HOMERO L. GUTIERREZ, P.E., R.P.L.S.

P.O. Box 548
McAllen, Texas 78505
(956) 369-0988

DATE: 7-29-25 JOB No. HLG25-07-007 DRAWN BY: P.R.

To: City of Edinburg

Date: 8/25/2025

I Roy Luna Jr, give Jessica Luna and Omar Haro access to road entrance on the east side of 5505 W. Schunior St. Edinburg TX 78541 to get to lot in the back (2.768-acre tract out of 4.984-acre track from the east one-half (19.935 acres) of Lot 15, Section 233, Texas-Mexican Railway Company's Survey, Hidalgo County Texas)

Signature: Roy Luna Jr Date: 8/25/2025

To: City of Edinburg

Date: 8/25/2025

I Roy Luna, give Jessica Luna and Omar Haro access to road entrance on the east side of 5505 W. Schunior St. Edinburg TX 78541 to get to lot in the back (2.768-acre tract out of 4.984-acre track from the east one-half (19.935 acres) of Lot 15, Section 233, Texas-Mexican Railway Company's Survey, Hidalgo County Texas)

Signature: Roy Luna Date: 08-25-2025

Case #

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

Subdivision Appeals / Variance Application

Submittal Date: 7/15/25

VAR-2025-0301

Legal Description:

Property ID: 692375
TEX-MEX SURVEY W165'-E495'-N730.70' LOT 15 BLK 233
2.76AC NET

Variance Requested (Identify section of code for which variance is being requested):

Article 5, subdivision standards, Section 5.102, Applicability

Reason for Request:

We would love to build our dream home for our children so that we are close by to my parents. This land has been in the family for many years passed down from my great grandp and my father as he passes it to us has always dreamed of having his children and grandchildren grow up in a space like he did.

Roy Luna	Jessica Luna / Omar Haro
Property Owner (Print legibly or type)	Applicant / Agent (Print legibly or type)
[redacted]	[redacted]
Address	Address
[redacted]	[redacted]
City, State, Zip	City, State, Zip
[redacted]	[redacted]
Telephone	Telephone
x [redacted]	[redacted]
Email address	Email address
x Roy Luna	Luna
Signature	Signature

$450 Application Fee: _____

8/21 meeting
8.28
9.11

Received By: _____

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: September 2, 2025
CONTRACTUALS
Agenda Item No: 10.A.
K-9 Asset Transfer

1. **Agenda Item:**
Consider Authorizing the City Manager to Enter Into an Interlocal Agreement Between the City of Edinburg Police Department and Hidalgo County Constable Precinct 4, for the Asset Transfer of K-9 “Leo” to the Edinburg Police Department. [Jaime Ayala, Police Chief]

2. **Description:**
The Edinburg Police Department is recommending that the City approve the transfer of a K-9 from the Hidalgo County Constable’s Office, Precinct 4, to the Edinburg Police Department. This transfer involves a fully trained police service dog, which will continue to be deployed for narcotics detection and officer protection.

The K-9 serves as a vital resource that enhances the capabilities of patrol officers, specialized units, and investigative personnel. By accepting this transfer, the Edinburg Police Department will effectively utilize the K-9's specialized training and skills to ensure public safety. The Department has a clear operational need for an experienced, fully trained service dog to assist with narcotics detection within the City. This transfer also helps avoid the high costs and lengthy timeline associated with acquiring and training a new K-9, while promoting inter-agency collaboration and resource sharing.

The term of this agreement will be effective from September 2, 2025, until the retirement of K-9 "Leo." There will be no budgetary impact resulting from the transfer of K-9 "Leo."

3. **Staff's Recommendation:**
Approve Authorizing the City Manager to Enter Into an Interlocal Agreement Between the City of Edinburg Police Department and Hidalgo County Constable Precinct 4, for the Asset Transfer of K-9 “Leo” to the Edinburg Police Department.

Reviewed by:
Jaime Ayala, Chief of Police

Prepared by:
Gabriel Vela, Lieutenant

Attachments:
A. Interlocal Agreement Constables and Edinburg Police Department

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

INTERLOCAL COOPERATION AGREEMENT BETWEEN COUNTY OF HIDALGO AND CITY OF EDINBURG, TEXAS

THIS Agreement is made on and entered into effective as of the _____ day of _____, 2025, by and between **COUNTY OF HIDALGO, TEXAS,** hereinafter referred to as ("County"), and **CITY OF EDINBURG** hereinafter referred to as ("City"), collectively referred to as "Parties" and pursuant to the provisions of the Texas Interlocal Cooperation Act, Chapter 791 Texas Government Code, ("Act"), as follows:

WITNESSETH:

WHEREAS, the City is "local government" as defined by the Act, and a political subdivision of the State of Texas, within the boundary Hidalgo County; and

WHEREAS, County is a "local government" as defined by the Act, and a political subdivision of the State of Texas; and

WHEREAS, the Interlocal Cooperation Act, Chapter 791 Texas Government Code, provides authorization for a local government to contract with one or more local governments to perform governmental functions and services under the terms of the Act;

WHEREAS, Tex. Local Gov't. Code §263.152(a)(4) allows for Counties to dispose of surplus property by donating it to a civic or charitable organization located in the county.

WHEREAS, the County, through its Commissioners Court, hereby declares that the property outlined in the attached Exhibit "A" is surplus property in accordance with Tex. Local Gov't. Code §263.151(2);

WHEREAS, County and City desire to transfer the surplus property identified in the attached Exhibit "A" to serve a joint public purpose of providing the citizens of the City and County with access to the internet.

WHEREAS, City will provide the County with adequate consideration, such as relieving the County of all relocation, transportation, or disposal expenses related to the surplus property.

NOW THEREFORE, for good and sufficient consideration, PARTIES hereby agree as follows:

1. **Surplus Property**. In accordance with Tex. Local Gov't. Code §263.151(2), the County hereby declares that the items identified in the attached Exhibit "A" is surplus property, wherein the property (A) is not salvage property or items routinely discarded as waste; (B) is not currently needed by its owner; (C) is not required for the owner's foreseeable needs; and (D) possesses some usefulness for the purpose for which it was intended.

2. **Donation**. In accordance with Tex. Local Gov't. Code §263.152(a)(4), the County hereby finds that the transfer of the surplus property as identified in the attached Exhibit "A" to City complies with the requirements therein; wherein the donation is being made to a civic organization located in the County, undertaking to sell the property under §263.152(a)(1) would likely result in no bids or a bid price that is less than the county's expenses required for the bid process; the donation serves a public purpose, and the organization will provide the county with adequate consideration, such as relieving the county of transportation or disposal expenses related to the property.

3. **County Conveyance**. For value received, County conveys the surplus property identified in Exhibit "A" to City.

4. **Consideration**. In consideration for the donation of the surplus property as identified in Exhibit "A" to City by the County, City hereby agrees that the County shall have no financial or other responsibility for any relocation, transportation, repair, maintenance or upkeep expenses related to the property being transferred.

5. City hereby accepts the donation of the surplus property identified in Exhibit "A." By the acceptance of this Donation, City is taking the Property "as is" and "with all faults", and without any representations or warranties whatsoever, express or implied, written or oral, it being the intention of County and City to expressly negate and exclude all representations and warranties, including, but not limited to (i) the physical condition of the property or any element thereof, including, without limitation, warranties related to suitability for habitation, merchantability or fitness for a particular purpose; (ii) the nature or quality of construction, structural design and engineering; (iii) the quality of the labor and materials; (iv) all warranties created by any affirmation of fact or promise or by any description of the property; and (v) all other warranties and representations whatsoever, except the warranty of title expressly set forth herein. City shall pay all insurance and taxes, and assessments, if any, on the property.

6. The Parties agree that any unforeseen items relating to the conveyance, removal and/or transportation of the Surplus Property not mentioned in this Agreement shall be coordinated between City and County as necessary.

GENERAL PROVISIONS

7. **Nature of Relationship.** Nothing contained in this Agreement shall be deemed or constructed to create the relationship of principal and agent or that of partnership or joint venture or any association between the County and City, and any intention to create a joint venture or partnership relationship between the Parties hereto is hereby expressly disclaimed. City shall not represent that it or any of its agents or employees are agents or employees of the County.

8. **Term.** This Agreement becomes effective as of the date indicated above and remains in effect until the property is transferred to City. Upon transfer of property, County shall be released of all duties imposed by this agreement and shall have no further obligation to City.

9. **Termination.** Either party may terminate this Agreement prior to execution of City's obligations without cause by giving written notice to the other party, which is effective upon receipt of the other party.

10. **Immunities.** This Agreement is not intended to extend the liability of the Parties beyond that provided by law. Nothing in this Agreement is intended to and Parties do not hereby waive, release or relinquish any right to assert any of the defenses Parties enjoys by virtue of the state or federal constitution, laws, rules or regulations, and any sovereign, official or qualified immunity available to Parties as to any claim or action of any person, entity, or individual against Parties.

11. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

12. **Entire Agreement.** This Agreement represents the entire agreement between County and City and this Agreement supersedes all prior negotiations, representations or agreements, either written or oral between the Parties regarding the subject matter of this Agreement. This Agreement may be amended only by written instrument signed by the governing bodies of both County and City or those authorized to sign on behalf of those governing bodies.

13. **Notice.** Except as my be otherwise specifically provided in this Agreement, all notices, demands, requests or communication required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to the City:

City of Edinburg
Attn: Myra L. Ayala, City Manager
415 W. University Drive
Edinburg, TX 78539

If to County: Hidalgo County
Attention: Richard F. Cortez, County Judge
100 East Cano St. 2nd Floor
Edinburg, TX 78539

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the United States mail.

14. **Provisions**. In the event that any portion of this Agreement shall be found to be contrary to law, it is the intent of the Parties that the remaining portions of this Agreement shall remain valid and in full force and effect to the extent possible.

15. **Assignment.** This MOU shall not be assignable.

16. **Non-Discrimination.** This Agreement and all related activities shall be conducted in a manner that does not discriminate against any person on a basis prohibited by applicable law or City and/or County policy, including without limitation race, color, national origin, religion, sex, age, veteran status, or disability.

17. **Authority to Execute.** The undersigned officer or agent is the properly authorized official who has the necessary authority to execute this Agreement, and each party hereby certifies to the other that any necessary resolutions extending said authority have been duly passed and are now in full force and effect.

18. **Commitment of Current Revenues.** In the event that during any term hereof, the governing body of any party does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then any party may terminate this Agreement upon ninety (90) days written notice to the other party. Each of the parties hereto agrees, however, to use its best efforts to secure funds necessary for the continued performance of

this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of each party.

WITNESS THE HANDS OF THE PARTIES effective as of the day and year first written above.

APPROVED BY COMMISSIONERS' COURT ON _____ ____, 20___.

Agenda Item No. _____ Executive Office: _____

CITY OF EDINBURG

_____
Ramiro Garza, Jr., Mayor

ATTEST:

_____
Clarice Yvette Balderas
City Secretary

APPROVED AS TO FORM:

By: _____
Josephine Ramirez-Solis, City Attorney

COUNTY OF HIDALGO:

_____
Richard F. Cortez, Hidalgo County Judge

ATTEST:

_____
Arturo Guajardo
County Clerk

APPROVED AS TO FORM:
Hidalgo County Criminal District Attorney's Office Toribio "Terry" Palacios

By:_____
Michelle Lopez, Assistant District Attorney

EXHIBIT “A”

SURPLUS PROPERTY

Description of Items:

i. Staffordshire Terrier “Leo” K-9 Dog Serial/VIN No. 24124

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: September 2, 2025
CONTRACTUALS
Agenda Item No: 10.B.
Interlocal Agreement with Hidalgo County (Pct. 4) for Schunior Rd.

1. **Agenda Item:**
Consider Authorizing the City Manager to Enter Into an Interlocal Agreement Between the City of Edinburg and Hidalgo County (Precinct 4) for Certain Improvements to Schunior Road from N. Jackson Road to Hoehn Road and Hoehn Road from Schunior Road to University Drive (SH 107). [Tomas D. Reyna, Assistant City Manager]

2. **Description:**
The Interlocal Agreement is between the City of Edinburg and Hidalgo County (Precinct 4) to improve Schunior Road from N. Jackson Road to Hoehn Drive and Hoehn Drive from Schunior Road to SH 107 (W. University Dr). The project will widen the existing road(s) from a two-lane rural section to a four-lane divided urban section.

The contribution for the County is 40% and the City is 60% for all phases of the project consisting of Schematic Design, ROW Mapping, Preliminary Engineering, Right of Way Acquisition, Environmental, Project Funding, PS&E, Utility Relocation, Construction Letting, Construction Management, and Construction cost for an estimated total amount of $4,436,074.37 within the time between August 2025 to June 2029.

The County will contribute 40% of the total project cost in the amount of $1,774,429.75 and the City will contribute 60% of the total project cost in the amount of $2,661,644.62 as described:

1. Fiscal Year 2025-2026 Contribution. The City shall pay the County an amount not to exceed $200,000.00. Payment shall be made within thirty (30) days following October 1, 2025, but not before that date. The County agrees to commence the project no later than October 1, 2025, and to complete it no later than October 1, 2032.
2. Fiscal Year 2026-2027 Contribution. The City shall pay the County an amount not to exceed $498,100.00. Payment shall be made within thirty (30) days following October 1, 2026, but not before that date.
3. Fiscal Year 2027-2028 Contribution. The City shall pay the County an amount not to exceed $498,100.00. Payment shall be made within thirty (30) days following October 1, 2027, but not before that date.
4. Fiscal Year 2028-2029 Contribution. The City shall pay the County an amount not to exceed $498,100.00. Payment shall be made within thirty (30) days following October 1, 2028, but not before that date.

The County and the City agree to share all overruns of engineering, professional services, and construction costs at a 40%/60% cost share.

3. **Staff's Recommendation:**
Approve Authorizing the City Manager to Enter Into an Interlocal Agreement Between the City of Edinburg and Hidalgo County (Precinct 4) for Certain Improvements to Schunior Road from N. Jackson Road to Hoehn Road and Hoehn Road from Schunior Road to University Drive (SH 107).

Reviewed by:

Prepared by:
Tomas Reyna, Assistant City Manager

Attachments:

A. Interlocal betw City - County for Improvements to Schunior Road 8.22.25
B. EXHIBIT Shunior Road (PCNT 4) - OPT 2 ALTERNATIVE 1
C. Schunior Project Cost Opt.2.1

STATE OF TEXAS §
§
COUNTY of HIDALGO §

INTERLOCAL COOPERATION AGREEMENT BETWEEN THE COUNTY OF HIDALGO AND THE CITY OF EDINBURG, TEXAS CONCERNING CERTAIN IMPROVEMENTS TO SCHUNIOR ROAD FROM N. JACKSON ROAD TO HOEHN ROAD AND HOEHN ROAD FROM SCHUNIOR ROAD TO UNIVERSITY DRIVE (SH 107).

This Agreement is made on this the _____ day of _____ ,2025 by and between CITY OF EDINBURG, TEXAS, hereinafter referred to as "CITY", and the COUNTY OF HIDALGO, TEXAS hereinafter referred to as "COUNTY", collectively referred to as the "Parties", acting under the authority granted in and pursuant to the provisions of the Texas Interlocal Cooperation act (the "Act"), Chapter 791 , Texas Government Code.

WITNESSETH:

WHEREAS, the CITY is a home rule municipality and a local government as defined by the Act, located in Hidalgo COUNTY, Texas; and

WHEREAS, the COUNTY of the State of Texas, and a local government as defined by the Act; and

WHEREAS, the COUNTY and CITY, each pursuant to its statutory and constitutional authority, are responsible for maintenance and improvements to certain public roadways within their boundaries; and

WHEREAS, the Rio Grande Valley Metropolitan Planning Organization (RGVMPO) has identified Schunior Road from N. Jackson Road 2.0 miles West to Hoehn Drive as a minor arterial and is within the jurisdiction of the CITY; and

WHEREAS, the Rio Grande Valley Metropolitan Planning Organization (RGVMPO) has also has identified Hoehn Road from Schunior Road South 0.48 miles to SH 107 (W. University Dr) as a major collector and is within the jurisdiction of the CITY; and

WHEREAS, the CITY and COUNTY, through Precinct 4 desire to improve Schunior Road from N. Jackson Road to Hoehn Drive AND Hoehn Drive from Schunior Road to SH 107 (W. University Dr) (the "Project"); and

WHEREAS, the CITY and COUNTY desire to widen the existing road(s) from a two lane rural section to a four lane divided urban section (the "Project"); and

WHEREAS, the COUNTY and CITY desire to cooperate in making needed transportation and road improvements to Schunior Road from N. Jackson Road to Hoehn Drive AND Hoehn Drive from Schunior Road to SH 107 (W. University Dr) as outlined in the *Location Map Exhibit "A"* attached hereto; and

WHEREAS, the CITY and COUNTY agree it is essential to develop this very important corridor, which is in much need of improvements, specifically in need of adding capacity for increased safety; and

WHEREAS, the COUNTY will be the fiduciary agent for this Project and assume the role of project development lead; and

WHEREAS, the COUNTY and CITY agree to a 40% and 60% contribution for all phases of the project consisting of Schematic Design, ROW Mapping, Preliminary Engineering), Right of Way Acquisition, Environmental, Project Funding, PS&E, Utility Relocation, Construction Letting, Construction Management, and Construction cost for an *estimated* total amount of $4,436,074.37 within the time between August of 2025 to June of 2029; and

WHEREAS, The COUNTY will contribute 40% to the Total Project cost in the amount of $1,774,429.75 as described in *Exhibit "C"* attached hereto; and

WHEREAS, The CITY will contribute 60% of the Total Project cost in the amount of $2,661,644.62 as described in *Exhibit "C"* attached hereto; and

WHEREAS, the COUNTY and CITY agree to share all overruns of engineering, professional services, and construction costs at a 40/60 cost share; and

WHEREAS, the COUNTY and CITY will cooperatively seek to fund the construction, Right of Way costs, and construction engineering of this Project through the Rio Grande Valley Metropolitan Planning Organization (RGVMPO) and TxDOT and will be representative of the Engineering Firm of record for the project; and

WHEREAS, COUNTY and CITY are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Tex. Gov't. Code 791.001 et. seq., which authorizes units of local government to contract with each other to perform governmental functions and services under the terms of the Act; and pursuant to the COUNTY Road and Bridge Act which authorizes counties to improve roadways within the limits of a CITY with the CITY's consent.

NOW, THEREFORE, the COUNTY and CITY, in consideration of the mutual covenants hereinafter, agree as follows:

1. All of the above statements are incorporated herein and fully restated.

2. The **COUNTY** will act as lead agency to complete Project and intends to enter into an Advance Funding Agreement with the Texas Department of Transportation for environmental, schematic, right of way mapping and right of way services, right of way acquisition, adjustments of compensable utilities and to receive the assistance of the Economically Disadvantaged Counties Program for the Project.

3. Upon commencement of construction of the Project, and not sooner, the CITY will be responsible for the relocation of any City owned non-compensable utilities.

4. **County Contribution:** During the Term of this Agreement County will pay the 40% of the total Project cost in amount of $1,777,429.75.

5. **City Contribution:** During the Term of this Agreement City shall comply with the terms and conditions as stated in the attached *Exhibit "B" Preliminary Project Schedule, and as more fully described below:*

    i **Fiscal Year 2025-2026 Contribution.** The City shall pay the County an amount not to exceed $200,000.00. Payment shall be made within thirty (30) days following October 1, 2025, but not before that date. The County agrees to commence the project no later than October 1, 2025, and to complete it no later than October 1, 2032.

    ii **Fiscal Year 2026-2027 Contribution.** The City shall pay the County an amount not to exceed $498,100.00. Payment shall be made within thirty (30) days following October 1, 2026, but not before that date.

    iii **Fiscal Year 2027-2028 Contribution.** The City shall pay the County an amount not to exceed $498,100.00. Payment shall be made within thirty (30) days following October 1, 2027, but not before that date.

    iv **Fiscal Year 2028-2029 Contribution.** The City shall pay the County an amount not to exceed $498,100.00. Payment shall be made within thirty (30) days following October 1, 2028, but not before that date.

5. **Pursuant to Tex. Trans. Code 251.012**, the CITY authorizes the COUNTY to perform the work and services described herein within its corporate city limits.

6. **Each party agrees to conform** to its own applicable purchasing laws, regulations, policies, and procedures with respect to the portion of the work under this Agreement Performed by each party.

7. **Conflict of Applicable Law:** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is a conflict between and provisions of their Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provisions or provision of the Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during times such conflict exists.

8. **No Waiver:** No waiver by any party hereto of any breach of any provisions of the Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

9. **Entire Agreement:** This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representation or agreement in connection with this Agreement not specifically set forth herein. This Agreement

may be modified or amended only by agreement, in writing, executed by the CITY and COUNTY, and not otherwise.

10. **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.

11. **Indemnification: To the extent allowed under the Constitution and laws of the State of Texas, COUNTY agrees to indemnify and hold harmless and defend CITY, its agents, employees and officers from and against any claim, loss, damage, liability and expense, including reasonable attorney's fees, incurred or suffered by it, by reason of any and all claims, demands or causes of action asserted or that may be asserted, against any or all of the above named parties, whether alleging intentional or negligent acts or omissions, and whether seeking compensatory or punitive damages, and involving, arising out of, or in any manner related to this agreement.**
To the extent allowed under the Constitution and laws of the State of Texas, CITY agrees to indemnify and hold harmless and defend COUNTY, its agents, employees and officers from and against any claim, loss, damage, liability and expense, including reasonable attorney's fees, incurred or suffered by it, by reason of any and all claims, demands or causes of action asserted or that may be asserted, against any or all of the above named parties, whether alleging intentional or negligent acts or omissions, and whether seeking compensatory or punitive damages, and involving, arising out of, or in any manner related to this agreement.

12. **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communication required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been heretofore specified by written notice delivered in accordance herewith:

If to CITY: CITY of Edinburg
Attention: Ramiro Garza, Jr., Mayor
415 W. University Drive
Edinburg, Texas 78541

With copy to: CITY of Edinburg
Attention: Myra L. Ayala, City Manager
415 W. University Drive
Edinburg, Texas 78541

If to COUNTY: Hidalgo COUNTY
Attention: Richard Cortez, COUNTY Judge
P.O. Box 758
Edinburg, Texas 78540-0758

With copy to: Commissioner, Precinct Number 4
Attention: Ellie Torres
1051 N. Doolittle
Edinburg, Texas 78541

Each notice, demand, request, or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee of, if mailed, at such time as it is deposited in the United States mail.

13. **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.

14. **Successors.** This Agreement shall be binding upon and ensure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

15. **Assignment.** This Agreement shall not be assignable.

16. **Headings.** The heading and captions contained in this Agreement are solely for convenience reference and shall not be deemed to affect the meaning or interpretation of any provision of paragraph hereof.

17. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and singular shall include the plural whenever and as often as may be appropriate.

18. **Authority to Execute.** The execution and performance of the Agreement by CITY and COUNTY have been duly authorized by all necessary laws, resolutions and corporate action, and this Agreement constitutes the valid and enforceable obligations of CITY and COUNTY in accordance with its terms.

19. **Government Purpose.** Each party hereto is entering into this Agreement for the purpose of providing for governmental services or functions and will pay for such services out of current revenues available for the paying party, as herein provided.

20. **Commitment of Current Revenues Only.** In the event that, during any term, hereof, the governing body of any party does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then any party may terminate this Agreement upon ninety (90) days written notice to the other party. Each of the parties hereto agrees, however, to use its best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend

this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of each party hereto pursuant to the provisions of Tex. Loc. Govt. Code Ann. §271.903.

21. **Term.** The effective date of this agreement shall be the date first written above. The term of the Agreement shall be for the time period referenced above. Upon termination of this Agreement, neither party shall have any liability to the other except for actual Project costs incurred prior to receipt of notice of termination. Neither Party will be liable to the other for any indirect, incidental, special, or consequential punitive or multiple damages, including without limitation any damages resulting from loss of use, loss of business, loss of revenue, loss of profits, or loss of data, arising in connection with this Agreement even if the Party has been advised of the possibility of such damages.

22. **Termination.** Either party may terminate this Agreement with or without cause upon thirty (30) days written notice to the other.

23. **Liability Insurance.** Each entity will carry sufficient liability insurance at the statutorily required limits, pursuant to the Texas Tort Claims Act.

24. **Immunities.** It is expressly understood and agreed that, in the execution of this agreement, neither the CITY nor COUNTY waive, nor shall be deemed hereby to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercising of governmental powers and functions.

25. **Non-Discrimination.** The Agreement and all related activities shall be conducted in a manner that does not discriminate against any person on a basis prohibited by applicable law or COUNTY and CITY policy, including without limitation race, color, national origin, religion, sex, age, veteran status, disability or any other category protected under law.

26. **Governing Provisions.** Parties shall comply with all applicable laws and regulations. A non-exclusive list of regulations commonly applicable to Federal and State grants and equipment can be found in the new 2 CFR 200 Uniform Administrative Requirements, Cost Principles and Audit Requirements.

27. **Legal Construction/Severability.** In case any one or more of the provisions contained in this Agreement will for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect any other provision thereof, and this Agreement will be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

28. **Prior Agreements.** This Agreement supersedes and terminates all previous Interlocal Agreement(s) between the parties hereto concerning the subject matter hereof, except for any Inter-local Agreement dated prior to this Agreement to the extent work is being performed under said Agreement at the time of executing this Agreement. Once ongoing work under any such previous Interlocal Agreement(s)

is completed and payment is remitted, such previous Inter-local agreement shall terminate at such time.

WITNESS THE HANDS OF THE PARTIES effective as of the day and year first written above.

CITY OF EDINBURG, TEXAS

By:_____
Ramiro Garza, Jr., Mayor

ATTEST:

By:_____
Clarice Y. Balderas, CITY Secretary

APPROVED TO FORM FOR CITY:

City Attorney's Office

_____
Josephine Ramirez-Solis, City Attorney

Approved by Edinburg CITY Council

On: _____

HIDALGO COUNTY

By:_____
Richard Cortez, COUNTY Judge

ATTEST:

By:_____
Arturo Guajardo, Jr., COUNTY Clerk

APPROVED AS TO FORM FOR COUNTY:

Hidalgo COUNTY Criminal District Attorney's Office
Toribio "Terry" Palacios

By:_____
Robert Viña, III, Assistant District Attorney

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

APPROVAL OF INTER-LOCAL COOPERATION AGREEMENT PROJECT

In accordance with Texas Government Code §791.014, Hidalgo COUNTY, Texas, acting by and through the Hidalgo COUNTY Commissioners Court, has been advised of a proposed project desires COUNTY to engage in a project for the road improvements of Schunior Road from N. Jackson Road to Hoehn Road and Hoehn Road from Schunior Road to US 107, a section which is within the Edinburg CITY Limits and in part within Hidalgo COUNTY, Texas; through the Inter-local Cooperation Agreement to be entered into with the CITY of Edinburg, Texas, and Hidalgo COUNTY.

By vote on _____ 2025, the Hidalgo COUNTY Commissioners Court has approved the Project identified above.

_____
Richard Cortez, COUNTY Judge

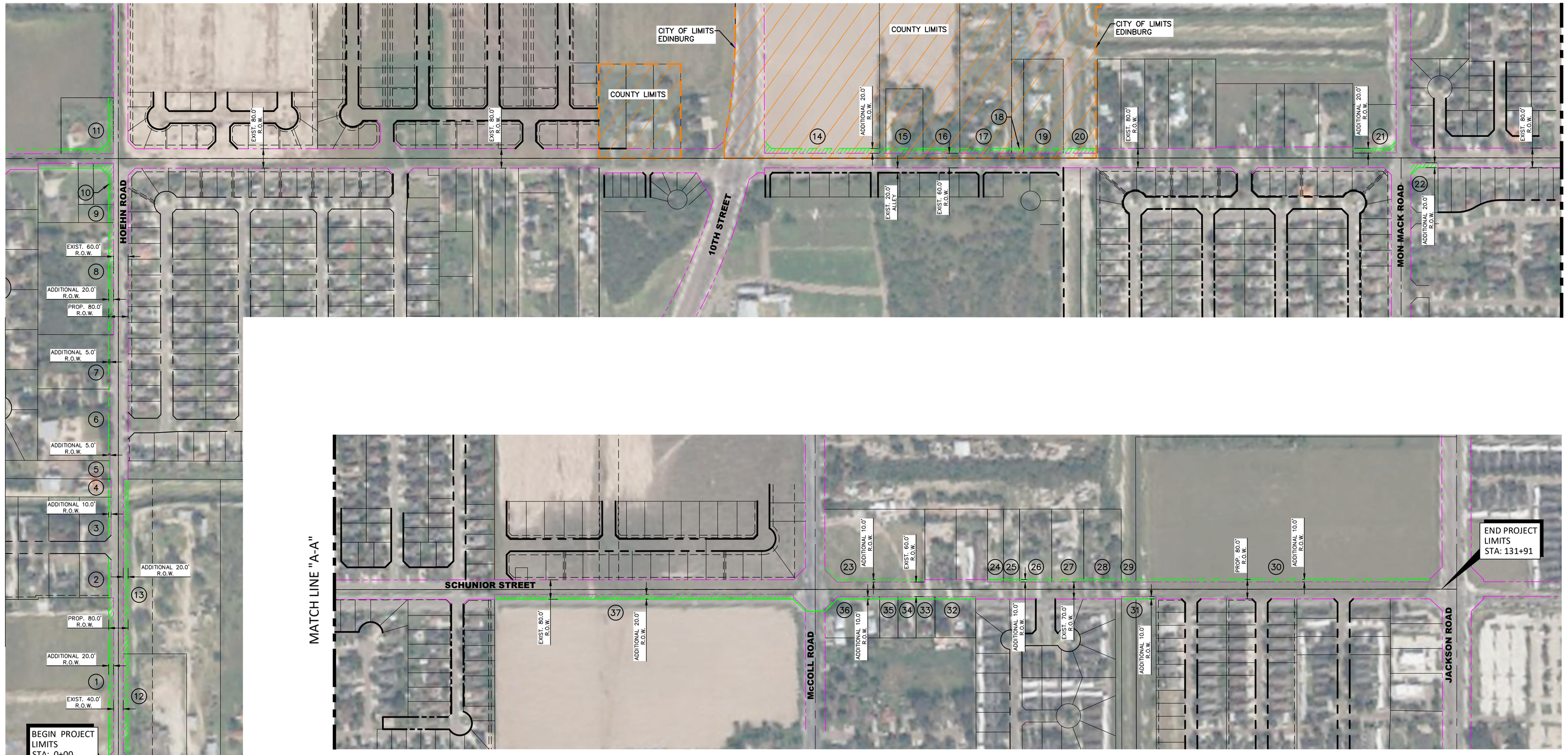
ATTEST:

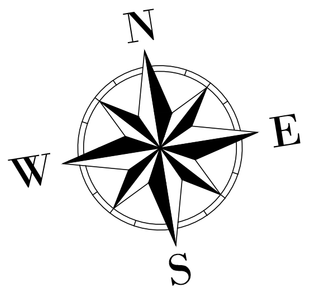
_____
Arturo Guajardo, Jr., COUNTY Clerk

APPROVED AS TO FORM:

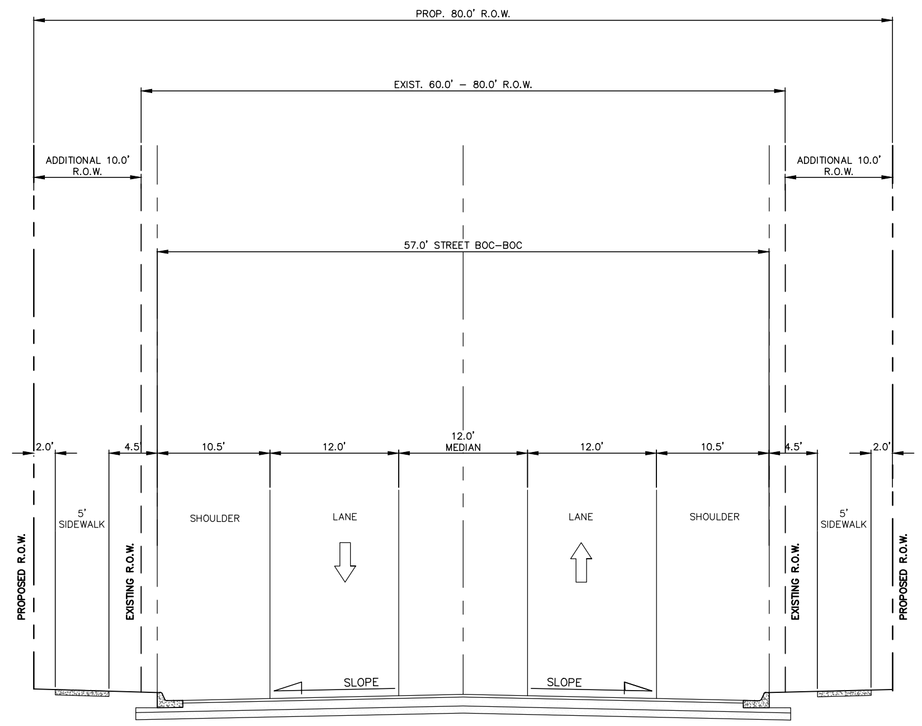
Hidalgo COUNTY Criminal District Attorney's Office
Toribio "Terry" Palacios

By:_____
Robert Viña, III, Assistant District Attorney





SCALE: 1"=250'



PROPOSED TYPICAL 2-LANE ROAD WITH MEDIAN SECTION
ASPHALT PAVEMENT
N.T.S.

LEGEND:
- CITY LIMITS
- PROPOSED R.O.W.
- EXIST. R.O.W.
- ADDITIONAL R.O.W.
- (#) PARCEL NUMBER

SCHUNIOR STREET EXPANSION FROM HOEHN RD. TO JACKSON RD. HOEHN RD. EXPANSION FROM SCHUNIOR ST. TO US 107 OPTION 2 ALTERNATIVE 1

Schunior Street - Estimated Cost Analysis Table
Option 2 - Alternative 1

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	ITEM TOTAL
	PARCEL OF LAND TO BE ACQUIRED				
1	SCHUNIOR STREET LAND ACQUISITION (26 PARCELS)	103,848	SF	$ 5.00	$ 519,241.97
2	HOEHN ROAD LAND ACQUISITION (11 PARCELS)	53,258	SF	$ 5.00	$ 266,288.03
					$ 785,530.00
	PROPOSED 80' ROW, 57' B-B				
3	ROADWAY IMPROVEMENTS (2.5 Miles)	749,390	SF	$ 13.44	$ 10,074,726.66
4	EXISTING IRRIGATION DITCH AND DRAINAGE PIPE CROSSING RELOCATION	1	LS	$ 2,300,000.00	$ 2,300,000.00
					$ 12,374,726.66

DATE OF PREPARATION August 2024

SAMES
200 S. 10TH ST. SUITE 1500. TEL. (956) 702-8880
McALLEN, TEXAS 78501 FAX: (956) 702-8883
TEX. REG. ENGINEERING FIRM F-10602
TEX. REG. SURVEYING FIRM No. 101416-00

9/3/2024

EXHIBIT "B" Overall Budget Option 2 Alternative 1

Project Limits:

Schunior Road from Hoehn Road to Jackson Road
Hoehn Road from Schunior Street to US 107 (University)

FY	PARTICIPATION COMPARISON				
2024-2025	PHASE I -Schematic, ROW Mapping, Preliminary Engineering		$ 618,736.33		$ 618,736.33
2025-2026	PHASE II - ROW Acquisition & Fees + Land Costs		$ 1,033,024.53		$ 1,033,024.53
2026-2027	PHASE III - Environmental & Project Funding Coordination		$ 123,747.27		$ 123,747.27
2027-2028	PHASE IV -PS&E, Geotechnical & Utility Coordination		$ 742,483.60		$ 742,483.60
2028-2029	PHASE V - Construction Letting & Project Management		$ 61,873.63		$ 61,873.63
2028-2029	PHASE V - Construction - Local Participation	(15%)	$ 1,856,209.00	(5%)	$ 618,736.33
	TOTAL LOCAL PARTICIPATION		**$ 4,436,074.37**		**$ 3,198,601.70**

CITY	60.00%	$	2,661,644.62		$ 1,919,161.02
COUNTY	40.00%	$	1,774,429.75		$ 1,279,440.68

	EDINBURG (60%)		PRECINCT 4 (40%)	
FY	Soft Costs	Land & Const.	Soft Costs	Land & Const.
2024-2025	$ 371,241.80		$ 247,494.53	
2025-2026	$ 148,496.72	$ 471,318.00	$ 98,997.81	$ 314,212.00
2026-2027	$ 74,248.36		$ 49,498.91	
2027-2028	$ 445,490.16		$ 296,993.44	
2028-2029	$ 37,124.18		$ 24,749.45	
2028-2029		$ 1,113,725.40		$ 742,483.60
Subtotals:	**$ 1,076,601.22**	**$ 1,585,043.40**	**$ 717,734.15**	**$ 1,056,695.60**
Total:	**$**	**2,661,644.62**	**$**	**1,774,429.75**

EXHIBIT "B" Overall Budget Option 2 Alternative 1

Estimate based on Cost per Square Foot of Previous Local Government Project

Limits of Construction		Road	Length (Mi)	FT/Mile	Length (FT)	Proposed Road Width	AVG Cost/SF	Rough Estimated Cost
HOEHN RD.	JACKSON RD.	SCHUNIOR STREET	1.99	5280	10507.2	57	$ 13.44	**$ 8,051,689.18**
US 107	SCHUNIOR ST.	HOEHN ROAD	0.50	5280	2640	57	$ 13.44	**$ 2,023,037.48**
US 107	SCHUNIOR ST.	HOEHN ROAD DITCH IMPROVEMENTS						**$ 2,300,000.00**
			2.49					**$ 12,374,726.66**

PHASE IIB - ROW Land Costs & Fees	$	785,530.00
Phase VI - Construction	$	12,374,726.66
PHASE I -Schematic, ROW Mapping, Preliminary Engineering	$	618,736.33
PHASE IIA - ROW Acquisition Services	$	247,494.53
PHASE III - Environmental & Project Funding Coordination	$	123,747.27
PHASE IV -PS&E, Geotechnical & Utility Coordination	$	742,483.60
PHASE V - Construction Letting & Project Management	$	61,873.63
Soft Costs Subtotal	**$**	**1,794,335.37**
OVERALL PROJECT BUDGET	**$**	**14,954,592.03**

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9/3/2024

EXHIBIT "B" Overall Budget Option 2 Alternative 1

Project Limits:

Schunior Road from Hoehn Road to Jackson Road

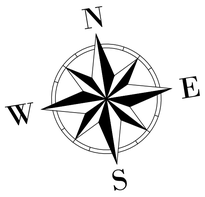
Hoehn Road from Schunior Street to US 107 (University)

PARTICIPATION COMPARISON

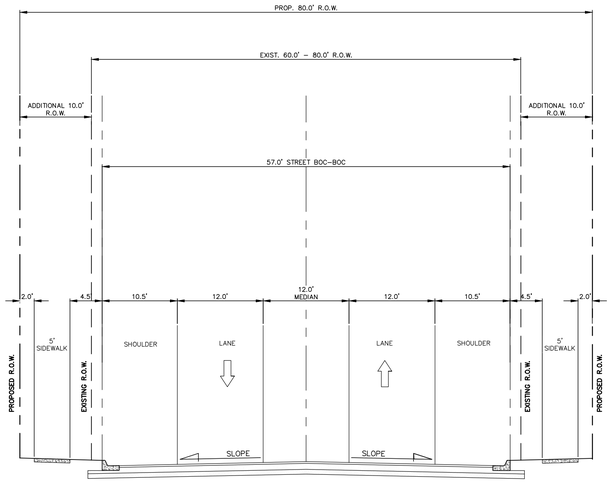
FY						
2024-2025	PHASE I -Schematic, ROW Mapping, Preliminary Engineering		$ 618,736.33		$ 618,736.33
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	TOTAL LOCAL PARTICIPATION		**$ 4,436,074.37**		**$ 3,198,601.70**

CITY	60.00%	$	2,661,644.62		$ 1,919,161.02
COUNTY	40.00%	$	1,774,429.75		$ 1,279,440.68





SCALE: 1"=250'



PROPOSED TYPICAL 2-LANE ROAD WITH MEDIAN SECTION
ASPHALT PAVEMENT
N.T.S.

LEGEND:
- CITY LIMITS
- PROPOSED R.O.W.
- EXIST. R.O.W.
- ADDITIONAL R.O.W.
- (#) PARCEL NUMBER

SCHUNIOR STREET EXPANSION FROM HOEHN RD. TO JACKSON RD. HOEHN RD. EXPANSION FROM SCHUNIOR ST. TO US 107 OPTION 2 ALTERNATIVE 1

Schunior Street - Estimated Cost Analysis Table
Option 2 - Alternative 1

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	ITEM TOTAL
	PARCEL OF LAND TO BE ACQUIRED				
1	SCHUNIOR STREET LAND ACQUISITION (26 PARCELS)	103,848	SF	$ 5.00	$ 519,241.97
2	HOEHN ROAD LAND ACQUISITION (11 PARCELS)	53,258	SF	$ 5.00	$ 266,288.03
					$ 785,530.00
	PROPOSED 80' ROW, 57' B-B				
3	ROADWAY IMPROVEMENTS (2.5 Miles)	749,390	SF	$ 13.44	$ 10,074,726.66
4	EXISTING IRRIGATION DITCH AND DRAINAGE PIPE CROSSING RELOCATION	1	LS	$ 2,300,000.00	$ 2,300,000.00
					$ 12,374,726.66

DATE OF PREPARATION August 2024

SAMES
200 S. 10TH ST. SUITE 1500. TEL. (956) 702-8880
McALLEN, TEXAS 78501 FAX: (956) 702-8883
TEX. REG. ENGINEERING FIRM F-10602
TEX. REG. SURVEYING FIRM No. 101416-00

EXHIBIT "B" Overall Budget Option 2 Alternative 1

Estimate based on Cost per Square Foot of Previous Local Government Project

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OVERALL PROJECT BUDGET	**$**	**14,954,592.03**

DRAFT

9/3/2024

EXHIBIT "B" Overall Budget Option 2 Alternative 1

Project Limits:

Schunior Road from Hoehn Road to Jackson Road

Hoehn Road from Schunior Street to US 107 (University)

PARTICIPATION COMPARISON

FY						
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2028-2029	PHASE V - Construction - Local Participation	(15%)	$ 1,856,209.00	(5%)	$ 618,736.33
	TOTAL LOCAL PARTICIPATION		**$ 4,436,074.37**		**$ 3,198,601.70**

CITY	60.00%	$	2,661,644.62		$ 1,919,161.02
COUNTY	40.00%	$	1,774,429.75		$ 1,279,440.68

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: September 2, 2025
CONTRACTUALS
Agenda Item No: 10.C.
ILA with EEDC for the STIA Hangar Development.

1. **Agenda Item:**
Consider Authorizing the City Manager to Enter Into an Interlocal Agreement Between the City of Edinburg and the Edinburg Economic Development Corporation for the South Texas International Airport at Edinburg Hangar Development. [Tomas D. Reyna, Assistant City Manager]

2. **Description:**
City staff is presenting an Interlocal Agreement between the City of Edinburg and the Edinburg Economic Development Corporation for the South Texas International Airport at Edinburg for the construction of a taxiway for a new private hangar development. The Edinburg Economic Development seeks to assist with enhancing the airport land development by supporting the Airport Layout Plan, which consists of land development, taxiway layouts, apron layouts, and access drives.

The EEDC will contribute $500,000.00 towards professional services that include illustrating proposed layout, drainage, paving, and hangar improvements at the South Texas International Airport at Edinburg. The funding will help attract new investment.

3. **Staff's Recommendation:**
Approve Authorizing the City Manager to Enter Into an Interlocal Agreement Between the City of Edinburg and the Edinburg Economic Development Corporation for the South Texas International Airport at Edinburg Hangar Development.

Reviewed by:

Prepared by:
Tomas Reyna, Assistant City Manager

Attachments:
A. REVISED Interlocal Agreement-EEDC Taxiway Hanger Project (1)
B. So. Tx. Int. Airport Edinburg -Aiport Layout Plan

STATE OF TEXAS	**§**	**INTERLOCAL AGREEMENT BETWEEN THE CITY OF EDINBURG AND THE EDINBURG ECONOMIC DEVELOPMENT CORPORATION FOR THE CONSTRUCTION OF NEW TAXIWAY FOR PRIVATE HANGAR DEVELOPMENT AT THE SOUTH TEXAS INTERNATIONAL AIRPORT AT EDINBURG**
COUNTY OF HIDALGO	**§**	
CITY OF EDINBURG	**§**	

This Interlocal Cooperation Agreement is made by and between THE EDINBURG ECONOMIC DEVELOPMENT CORPORATION, a non-profit development corporation (hreinafter the "EEDC") created under the Texas Development Act, Texas Local Government Code Section 501 et. seq., as amended, whose principal place of business is located at 3111 W. Freddy Gonzalez Dr., Edinburg, Hidalgo County, Texas, and the City of Edinburg (hereinafter the "CITY") whose principal place of business is located at 415 West University Drive, Edinburg, Hidalgo County, Texas.

RECITALS

WHEREAS, the City will be developing the South Texas International Airport at Edinburg's new Airport Layout Development Project to include Lot Development, Taxiway Layouts, Apron Layouts, and access drives (hereinafter referred to as the "Project"), more fully described in the attached Exhibit "A" which is incorporated herein and made a part of this Agreement; and

WHEREAS, the EEDC seeks to enhance the South Texas International Airport land development by supporting the Airport Development Project thereby improving airport operations and attracting further investment and economic development to the City of Edinburg; and

WHEREAS, the Project improvements will provide the City with the land development of the Airport and additional Airport Hangars needed to carry out further development and enhancements of the existing Airport; and

WHEREAS, the EEDC and City desire to share the cost of the Airport Development Project to establish a new private Hangar area at the South Texas International Airport at Edinburg as more fully described below.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants set forth in this Agreement, the City and the EEDC have agreed and do hereby agree to the following:

SECTION I
TERMS

A. The EEDC shall provide Five Hundred Thousand Dollars ($500,000) towards the construction of the Taxiways as part of the Project scope as indicated in the attached Exhibit "A".

B. The City will be responsible for the remainder of the cost of the project as noted in the attached Exhibit "A".

C. The City agrees to be responsible for the planning, design, and construction of the Airport Development Project and shall ensure the completion within three (3) years of the date of

this Agreement. The City will be responsible for the Project during the course of construction and completion. After Project completion, the City shall be responsible for the maintenance and upkeep of the Taxiways (as part of the Project) at its sole cost and expense and for the remainder of its useful life.

SECTION II
DISPUTE RESOLUTION

A. Either party may submit any controversy, claim or dispute arising out of or relating to the provisions of this Agreement to the other in writing. Upon receipt of such written notice, both parties agree to informally discuss resolution and shall seek to resolve such claims within 45 days of the written notice. The parties agree that neither shall initiate any litigation against the other regarding any claim.

SECTION III
GENERAL TERMS

A. **Assignment.** The parties shall not assign this Agreement without the written consent of the other party, which consent shall not be unreasonably withheld, conditioned or delayed.

B. **Successor and Assigns.** This Agreement shall bind and inure to the benefit of their respective parties and their respective permitted successors and assigns.

C. **Entire Agreement.** This Agreement supersedes any and all other agreements, either oral or in writing, between the parties with respect to the subject matter of this contract, and contains all of the covenants and agreements between the parties with respect to the subject matter. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, that are not set forth in this contract, and that no agreement, statement, or promise not contained in this contract shall be valid or binding.

D. **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.

E. **Government Purpose.** Each party hereto is entering into this Agreement for the purpose of providing for governmental services or functions and will pay for such services out of current revenues available for the paying party, as herein provided.

F. **Invalidity.** 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 this Agreement shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

G. **Further Assurances.** The parties shall execute, acknowledge and deliver any and all such further agreements and instruments as the other party may reasonably request from time to time in order to give full effect to this Agreement.

H. **Notice.** All notices, requests, demands, and other communications required or permitted to

be given hereunder shall be in writing and shall be either personally delivered or sent by registered or certified mail, return receipt requested, postage prepaid, by facsimile with facsimile generated confirmation of receipt, or by private overnight courier service to the appropriate party at the address set forth below:

If to the City, to:	Myra L. Ayala City Manager 415 West University Drive Edinburg, Texas 78541
If to the EEDC, to:	Edinburg Economic Development Corporation 3111 W. Freddy Gonzalez Dr. Edinburg, Texas 78541 Attn: Raudel Garza Executive Director
With a copy to:	Josephine R. Solis City Attorney 415 W. University Dr. Edinburg, Texas 78539

or to such other address as either party may hereafter give notice of in accordance with the provisions hereof. Notices shall be deemed given on the earlier of the date actually received or the third business day after sending.

I. **Waiver**. The waiver by either party of a breach of any provision of this Agreement shall not operate or be construed as a continuing waiver of any subsequent breach by either party. No waiver by either party of any provision or condition to be performed shall be deemed a waiver of similar or dissimilar provisions or conditions at the same time or any prior or subsequent time.

J. **Governing Law and Exclusive Venue**. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas without giving effect to such State's conflicts of laws provisions.

K. **Severability**. Whenever possible, each provision and term of this Agreement will be interpreted in a manner to be effective and valid, but if any provision or term of this Agreement is held to be prohibited by law or invalid, then such provision or term will be ineffective only to the extent of such prohibition or invalidity without invalidating or affecting in any manner whatsoever the remainder of such provision or term or the remaining provisions or terms of this Agreement.

L. **Counterparts**. This Agreement may be executed simultaneously in one or more original or facsimile counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

M. **Immunities.** It is expressly understood and agreed that, in the execution of this agreement, neither the CITY nor EEDC waive, nor shall be deemed hereby to waive, any immunity or

defense that would otherwise be available to it against claims arising in the exercising of governmental powers and functions.

N. **Mutual Indemnification**. Without waiving its sovereign immunity, and to the extent provided by law, each party shall indemnify and hold harmless each other, its officers, officials, and employees from and against all claims and liabilities of any nature or kind, including costs and expenses for or on account of any claims, damages, losses, or expenses of any character whatsoever resulting in whole or in part from the negligent performance or omission of either party's employees or representatives connected with the activities described herein.

IN WITNESS HEREOF, the parties hereto have executed this Agreement on this ____ day _____, of 2025.

CITY OF EDINBURG

By:_____
Myra L. Ayala, City Manager

EDINBURG ECONOMIC DEVELOPMENT CORPORATION

By:_____
Raudel Garza, Executive Director

ATTEST:

_____
Clarice Balderas, City Secretary

APPROVED AS TO FORM FOR CITY:

By:_____
Josephine R. Solis, City Attorney

EXHIBIT "A" OF THE INTERLOCAL AGREEMENT BETWEEN THE CITY OF EDINBURG AND THE EDINBURG ECONOMIC DEVELOPMENT CORPORATION FOR THE CONSTRUCTION OF NEW TAXIWAY FOR PRIVATE HANGAR DEVELOPMENT AT THE SOUTH TEXAS INTERNATIONAL AIRPORT AT EDINBURG

Edinburg Airport Cover_print.pdf 1 12/3/19 11:40 AM



KSA

DECEMBER 2019
FINAL REPORT

SOUTH TEXAS INTERNATIONAL AIRPORT AT EDINBURG

AIRPORT LAYOUT PLAN UPDATE WITH NARRATIVE



SOUTH TEXAS INTERNATIONAL AIRPORT AT EDINBURG

AIRPORT LAYOUT PLAN UPDATE with NARRATIVE

FINAL REPORT
December 2019

Prepared for:
City of Edinburg

Prepared by:
KSA
McKinney, Texas

This document was funded by the Texas Department of Transportation Aviation Division and City of Edinburg. The contents do not necessarily reflect the official views or policies of TXDOT or the Federal Aviation Administration. Acceptance of this report by TXDOT or FAA does not in any way constitute a commitment on the part of the State of Texas or United States to participate in any development depicted therein nor does it indicate that the proposed development is environmentally acceptable or would have justification in accordance with appropriate public laws.

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INVENTORY OF EXISTING CONDITIONS

1. INVENTORY OF EXISTING CONDITIONS

The following Airport Development Plan will define a concept for development at South Texas International Airport at Edinburg (EBG or the Airport) with the goal of facilitating the growing aviation demands of the region. This plan will feature a 20-year planning period and has been prepared in collaboration with airport management, federal and state agencies, local officials, businesses and interested airport users/stakeholders. A key goal of this study is to identify needs and evaluate development alternatives to provide guidance for the future development of the Airport. This plan recommends improvements in accordance with Federal Aviation (FAA) criteria, taking into consideration anticipated changes in aviation activity and development opportunities at the local, regional, and national levels.

The primary objective of this Airport Development Plan is to produce a comprehensive planning guide for continued development of a safe, efficient, and successful aviation facility that meets the goals of the City of Edinburg, airport users and tenants, and the surrounding airport market area. The plan must also satisfy FAA and Texas Department of Transportation (TxDOT) guidelines for the development of airport development plans and facilities, while incorporating characteristics that are unique to the area. This study focuses on aeronautical forecasts, economic development opportunities, need and justification for improvements, and a staged plan for recommended development.

The staged plan typically looks at planning horizons of 0-5 years, 6-10 years, and 11-20 years. The first phase will address existing facility deficiencies or non-compliance to airport design standards as outlined in FAA Advisory Circular (AC) 150/5300-13A, Change 1, *Airport Design*.

The first step in the airport development planning process includes the gathering of information about the airport and its environment. The information gathered during this phase will provide the foundation for subsequent phases. The inventory of existing conditions for the South Texas International Airport Development Plan will include the following:

- Information pertaining to airport ownership and management, transportation access, the relationship to the State and Federal Airport System, and history;
- An overview of the area's airspace, traffic control management, and meteorological conditions;
- Descriptions of facilities and services provided at the Airport, including a general description of airside, terminal, landside, and support facilities;
- Descriptions of users of property adjacent to the Airport, development plans and needs, and planning timeframe.

The data collected for this phase of the study was gathered from a variety of sources, including airport management, tenants and users, the City of Edinburg, area businesses, community

organizations, and Airport service providers. The information gathered is current as of February 2019. Updated information gathered throughout the development plan can be found in subsequent chapters.

1.1 AIRPORT AND COMMUNITY OVERVIEW

This section provides and overview of the South Texas International Airport at Edinburg with regard to its history, general location, management, and defined roles within various airport systems.

CITY OF EDINBURG

Located in the Rio Grande Valley on U.S. Highway 281 and State Highway 107 and part of the McAllen/Pharr metropolitan area, Edinburg has a rich history dating back to 1908 when the city, then known as Chapin, was selected as the county seat of Hidalgo County. Originally garnering its namesake from County Judge Dennis B. Chapin, the city was renamed Edinburg in 1911 after Chapin's alleged involvement in a local homicide. The town was renamed Edinburg in honor of the birthplace in Scotland of John Young. From this time until approximately 1915, Hidalgo County's primary source of commerce was ranching until the increase in trade commerce began to flourish in Edinburg. The population grew to approximately 800 inhabitants by 1915 and remained unincorporated until 1919. Economic development prior to World War II included agricultural industries including vegetable, sorghum, corn, sugarcane, and poultry. Following the conclusion of the war, the agricultural industry continued to expand to include peach and melon production, food processing plants, cabinetry, oilfield equipment, concrete products, chemicals, and corrugated boxes.

The rapid advancement of the American railroad played a major role in the establishment of Edinburg. In hopes that Southern Pacific Railroad would build a new line to the Rio Grande Valley, many of the streets in Edinburg were named after Southern Pacific executives. A huge ceremony took place on January 11, 1927 when the first train arrived in Edinburg. Dignitaries throughout the region joined the train for its inaugural journey from Lull to Edinburg. The arrival was met by a band and food was prepared for thousands of residents on the town square. The Southern Pacific Railroad Depot would soon open its doors on August 1, 1927.

In the 1920's, Edinburg experienced a building boom which included The Ebony Hills Country Club in 1926, Grandview Hospital in 1927 and Edinburg Junior College in 1927. With the development experienced by Edinburg during this period, local leaders determined a Chamber of Commerce was needed. Following the incorporation of the City of Edinburg, a Chamber was formed and chartered in 1932 with Marshall McIllhenny serving as the first president. The Chamber of Commerce was officially chartered in 1932. Today the Chamber of Commerce is located in the Historic Southern Pacific Railroad Depot. Edinburg has been awarded the All-America City honor three times, once in 1968, 1995 and again in 2000.

The Airport originally served as Moore Auxiliary #1 for the Moore Army Air Base as an auxiliary field used in support of military flight training operations and was later transferred for civilian use.

AIRPORT OWNERSHIP AND MANAGEMENT

Today, South Texas International Airport is a fully operational general aviation airport that provides no scheduled commercial airline service. Its primary function is as an industrial, business, security, law enforcement, and recreational flight service center that caters to all forms of general aviation.

Following the Airports transfer from the military, EBG has been owned and operated by the City of Edinburg, Texas. City administration oversees the maintenance and development of the airport. In addition, an airport board has been established to provide insights and recommendations related to policies carried out at the Airport.

Many of the day-to-day functions associated with operating the Airport are carried out by the Airport Manager and city staff. The City of Edinburg owns and operates the FBO located in the General Aviation Terminal. The terminal includes public restrooms, flight planning room, lounge, conference room, and staff offices. The terminal is manned from 0800-1700 local time with after-hours service available.

Based on an understanding of the operation and goals of the Airport, the mission for EBG is clear,

"To operate and manage South Texas International Airport in a safe, efficient, and high-quality service manner by serving the air transportation needs of the region. This includes providing access to the Nation's airspace system and providing a vital conduit for security, commerce, and economic development for the Rio Grande Valley of South Texas."

While this mission may be broad, it allows for EBG to utilize its resources, facilities, and assets to attract industry, develop businesses and create jobs for the area. To do this, it is recommended that EBG continue to undertake community outreach to create awareness and interest, but also develop and maintain airside and landside facilities to not only accommodate and retain existing tenants, but attract new tenants and business,

The City, through its ownership and oversight of the Airport, has an obligation to achieve its mission. The development plan's goals are consistent with that of the Airport. The development plan is intended to support, determine and justify development needs to help the City achieve its mission for the Airport. Therefore, the development plan may be considered a guiding document for the City and its plan for the Airport's future.

AIRPORT LOCATION AND ACCESS

As shown in **Exhibit 1.1**, the South Texas International Airport is located in the Rio Grande Valley in south Texas, approximately 10 miles north of the City of Edinburg, in Hidalgo County. The Airport

and the City of Edinburg are accessible by US Highway 281 (running north/south). These and other U.S. and State Highways radiate from Edinburg providing access to the Airport, which is;

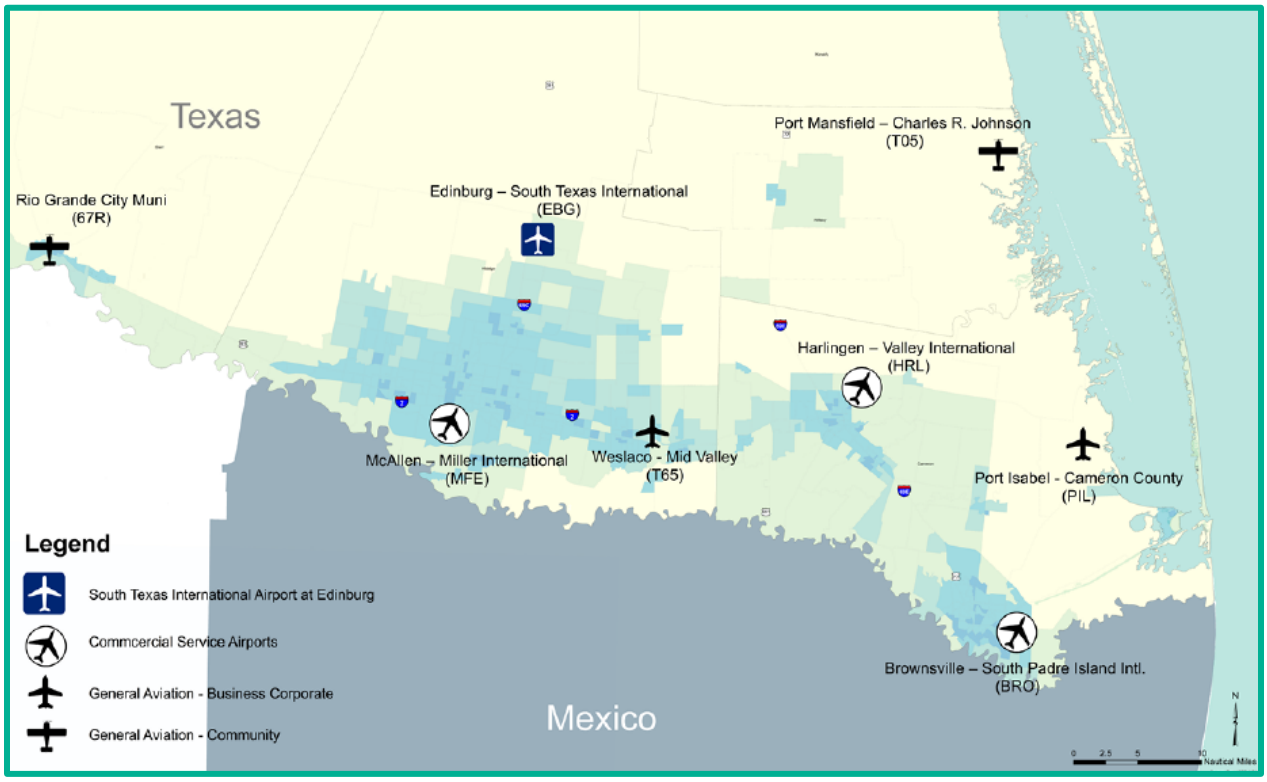
- 10 miles north of Edinburg, Texas
- 25 miles north of the United States/Mexico border
- 30 miles northwest of Harlingen, Texas
- 100 miles southwest of Corpus Christi, Texas

Table 1.1 below provides a summary of important elements for South Texas International Airport. Note that the most recent Airport Layout Plan (ALP), FAA Airport Development Record (Form 5010), Texas Aviation System Plan (TASP), FAA National Plan of Integrated Airport Systems (NPIAS), and FAA General Aviation Asset Study were utilized as the source for a large portion of the data.

Table 1.1
Existing Conditions

Airport Name	South Texas International Airport at Edinburg
FAA Designation	EBG
Associated City	Edinburg, TX
Airport Owner / Sponsor	City of Edinburg, TX
Airport Management	Full-time Director and city staff, on-site
Date Established	1941
Airport Roles	Texas Airport System Plan (TASP) – Business / Corporate FAA NPIAS – General Aviation Local
Commercial Air Service	None
Airport Acreage	Approx. 1,080 acres
Airport Reference Point (ARP)	26°26'30.0000"N / 98°07'20.0000"W
Airport Elevation	75.2 ft.
Area Mean Max Temperature	96 Degrees

EXHIBIT 1.1: AIRPORT LOCATION MAP



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AIRPORT SYSTEM ROLE

All airports play a variety of different functional roles and contribute at varying levels to meet the transportation and economic needs on a national, state, and local level. Identifying and understanding the various roles that an airport plays is essential for any airport in a system, so it can continue to develop facilities and services that appropriately fulfill its respective role.

Emergency Preparedness and Response	Aeromedical Flights Law Enforcement/National Security/Border Security Emergency Response Aerial Fire Fighting Support	Emergency Diversionary Airport Disaster Relief and Search and Rescue Critical Federal Functions
Critical Community Access	Remote Population/Island Access Air Taxi/Charter Services	Essential Scheduled Air Services Cargo
Other Aviation Specific Functions	Self-Piloted Business Flights Corporate Flight Instructions Personal Flying Charter Passenger Services	Aircraft/Avionics Manufacturing/Maintenance Aircraft Storage Aerospace Engineering/Research
Commercial Industrial and Economic Activities	Agricultural Support Aerial Surveying and Observation Low-Orbit Space Launch and Landing Oil and Mineral Exploration/Survey Utility/Pipeline Control and Inspection Business Execution Flight Service	Manufacturing and Distribution Express Delivery Service Air Cargo
Destination and Special Events	Tourism and Success to Special Events Intermodal Connections (rail/ship)	Special Aeronautical (skydiving/airshows)

State Role: As defined in the *Texas Airport System Plan Update 2010*, South Texas International Airport is classified as "Business/Corporate" (BC). This role provides community access primarily by business jets.

National Role – NPIAS: As defined in the FAA's *National Plan of Integrated Airport System (NPIAS) 2015-2019*, the Airport is classified as "General Aviation." Inclusion in the NPIAS is a requirement for receiving federal funding through the Airport Improvement Program (AIP). When an airport accepts funds from the AIP, it must agree to certain obligations (or assurances). These obligations require the Airport to maintain and operate the facilities safely and efficiently in accordance with specified conditions.

National Role – Asset Study: As defined in the *FAA's 2012 General Aviation Airports: A National Asset* study, South Texas International Airport is classified as a "Local" General Aviation airport, meaning that it "supplements local communities by providing access primarily to intrastate and some interstate markets." It is currently one of 1,236 such airports across the country. This 2012 study identifies 2,952 general aviation airports, selected to be part of the NPIAS that contribute to the U.S. economy and support activity that is not feasible at most commercial service airports due to capacity constraints. Local airports can serve flight activity and community needs through a variety of different activities.

EXISTING AVIATION ACTIVITY

According to the FAA 5010-1, *Airport Master Record*, the airport featured approximately 4,140 total operations in 2017, including takeoffs and landings. The broad categorization of aviation activity at EBG is shown in **Table 1.2** as provided by the FAA Form 5010 Master Record (**Exhibit 1.2**). Additional detail, history and descriptions of activity are provided in Chapter 2 – *Forecast of Aviation Demand*.

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EXHIBIT 1.2: FAA FORM 5010-1, AIRPORT MASTER RECORD

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

AIRPORT MASTER RECORD

PRINT DATE: 4/1/2019
AFD EFF 03/28/2019
FORM APPROVED OMB 2120-0015

> 1 ASSOC CITY: EDINBURG 4 STATE: TX LOC ID: EBG FAA SITE NR: 23804.*A
> 2 AIRPORT NAME: SOUTH TEXAS INTL AT EDINBURG 5 COUNTY: HIDALGO TX
3 CBD TO AIRPORT (NM): 09 N 6 REGION/ADO: ASW/TEX 7 SECT AERO CHT: BROWNSVILLE

GENERAL

10 OWNERSHIP: PUBLIC
> 11 OWNER: CITY OF EDINBURG
> 12 ADDRESS: PO BOX 1079 EDINBURG, TX 78540
> 13 PHONE NR: 956-388-8204
> 14 MANAGER: DEBRA MELVIN
> 15 ADDRESS: 1300 E. FM 490 EDINBURG, TX 78542
> 16 PHONE NR: 956-292-2047
> 17 ATTENDANCE SCHEDULE:

ALL	ALL	0800-1700

18 AIRPORT USE: PUBLIC
19 ARPT LAT: 26-26-30.0000N ESTIMATED
20 ARPT LONG: 098-07-20.0000W
21 ARPT ELEV: 75.2 ESTIMATED
22 ACREAGE: 1,080
> 23 RIGHT TRAFFIC:
> 24 NON-COMM LANDING: NO
25 NPIAS/FED AGREEMENTS: NGPRY
> 26 FAR 139 INDEX:

SERVICES

> 70 FUEL: 100LL A
> 71 AIRFRAME RPRS:
> 72 PWR PLANT RPRS:
> 73 BOTTLE OXYGEN:
> 74 BULK OXYGEN:
75 TSNT STORAGE: TIE
76 OTHER SERVICES: INSTR

FACILITIES

> 80 ARPT BCN: CG
> 81 ARPT LGT SKED: SEE RMK
BCN LGT SKED: SS-SR
> 82 UNICOM: 122.800
> 83 WIND INDICATOR: YES-L
84 SEGMENTED CIRCLE: YES
85 CONTROL TWR: NO
86 FSS: SAN ANGELO
87 FSS ON ARPT: NO
88 FSS PHONE NR:
89 TOLL FREE NR: 1-800-WX-BRIEF

BASED AIRCRAFT

90 SINGLE ENG:	25
91 MULTI ENG:	1
92 JET:	0
TOTAL:	26
93 HELICOPTERS:	1
94 GLIDERS:	0
95 MILITARY:	0
96 ULTRA-LIGHT:	3

OPERATIONS

100 AIR CARRIER:	0
102 AIR TAXI:	0
103 G A LOCAL:	3,200
104 G A ITNRNT:	600
105 MILITARY:	340
TOTAL:	4,140
OPERATIONS FOR 12 MONTHS ENDING:	02/22/2017

RUNWAY DATA

	14/32			
> 30 RUNWAY INDENT:				
> 31 LENGTH:	5,000			
> 32 WIDTH:	75			
> 33 SURF TYPE-COND:	ASPH-G			
> 34 SURF TREATMENT:				
35 GROSS WT: S	30.0			
36 (IN THSDS) D				
37 2D				
38 2D/2D2				
> 39 PCN:				

LIGHTING/APCH AIDS

> 40 EDGE INTENSITY:	MED			
> 42 RWY MARK TYPE-COND:	NPI - G / NPI - G	- / -	- / -	- / -
> 43 VGSI:	P2L / P2L	/	/	/
44 THR CROSSING HGT	42 / 45	/	/	/
45 VISUAL GLIDE ANGLE:	3.00 / 3.00	/	/	/
> 46 CNTRLN-TDZ:	- / -	- / -	- / -	- / -
> 47 RVR-RVV:	- / -	- / -	- / -	- / -
> 48 REIL:	Y /	/	/	/
> 49 APCH LIGHTS:	/	/	/	/

OBSTRUCTION DATA

50 FAR 77 CATEGORY	C / D	/	/	/
> 51 DISPLACED THR:	/	/	/	/
> 52 CTLG OBSTN:	/ TREES	/	/	/
> 53 OBSTN MARKED/LGTD:	/	/	/	/
> 54 HGT ABOVE RWY END:	/ 33	/	/	/
> 55 DIST FROM RWY END:	/ 1,087	/	/	/
> 56 CNTRLN OFFSET:	/ 530L	/	/	/
57 OBSTN CLNC SLOPE:	50:1 / 26:1	/	/	/
58 CLOSE-IN OBSTN:	N / N	/	/	/

DECLARED DISTANCES

> 60 TAKE OFF RUN AVBL (TORA):	/	/	/	/
> 61 TAKE OFF DIST AVBL (TODA):	/	/	/	/
> 62 ACLT STOP DIST AVBL (ASDA):	/	/	/	/
> 63 LNDG DIST AVBL (LDA):	/	/	/	/

(>) ARPT MGR PLEASE ADVISE FSS IN ITEM 86 WHEN CHANGES OCCUR TO ITEMS PRECEDED BY >

> 110 REMARKS

A 016 ADDITIONAL NUMBER 956-522-3580.
A 070 24 HRS SELF SERVICE FUEL WITH CREDIT CARD AND FUEL TRUCK FOR JET A.
A 075 CALL 956-292-2047 FOR HANGAR AVAILABILITY.
A 081 MIRL RY 14/32 PRESET LOW INTST; TO INCR INTST AND ACTVT REIL RY 14 - CTAF. PAPI RYS 14 & 32 OPERATES CONTINUOUSLY.
A 110 THIS AIRPORT HAS BEEN SURVEYED BY THE NATIONAL GEODETIC SURVEY.
A 110-002 100 FT POLE 564 FT WEST OF HELIPAD.
A 110-003 TAXIWAY HAS REFLECTORS ON PAVEMENT.
A 110-004 FOR CD CTC CRP APCH AT 361-299-4230.

111 INSPECTOR: (S) 112 LAST INSP: 02/22/2017 113 LAST INFO REQ:

FAA FORM 5010-1 (3/96) SUPERSEDES PREVIOUS EDITION

Table 1.2 Airport Operational Statistics	
Based Aircraft	
Single-engine	25
Multi-engine	1
Jet	0
Total Fixed Wing	**26**
Helicopters	3
Gliders	0
Total Based Aircraft	**29**
Aircraft Operations	
Average Ops. per day	11.5
% Local Operations	77%
% Itinerant Operations	23%

Source: FAA Form 5010-1, Airport Master Record

EXISTING AVIATION SERVICES

Airports can provide a wide range of services to meet the varied demands of its individual market area. **Table 1.3** below provides a general listing of the current range of services offered at South Texas International Airport.

Table 1.3 Existing Aviation Services
Aviation Fuel (100LL and Jet-A)
Aircraft Parking – Based (Hangar and Tie Down)
Aircraft Parking – Transient (Tie Down)
Air Taxi/Charter Services
General Aviation Terminal

Source: Airport Personnel

AIRSIDE FACILITIES

Presently, South Texas International Airport supports General Aviation activity with a single paved runway. The primary runway (Runway 14-32) is oriented in a northwest/southeast direction and is supported by a system of parallel and connecting taxiways. Runways are given an identifier that is determined based on its magnetic compass orientation. Each runway end is named accordingly. For example, Runway 17 has a magnetic heading or 170 degrees, and Runway 35 has a magnetic heading of 350 degrees. Runway headings are important, for pilots to easily identify which runway aligns with the prevailing winds.

The airfield is also supported by visual and electronic approach aids. **Exhibit 1.3** graphically illustrates the current airside/landside existing airport facilities, airside and landside, and **Table 1.4** shows the associated characteristics of each runway and other airside features.

Table 1.4
Runway 14/32 Summary Data

	Runway 14 / 32
Runway Dimensions	5,000’ x 75’
Runway Surface (Condition)	Asphalt (Good)
Pavement Strength	30,000 (SW)
True Runway Bearing	144° / 324°
Pavement Markings (Condition)	NPI (Good) / NPI (Good)
Part 77 Approach Slope Surfaces	34:1 / 34:1
Runway Lighting	Medium Intensity (MIRL)
Instrument Approach Lighting	Medium Intensity – R/W 13
Visual Approach Aids	PAPI-4, REIL’S (R/W 14)
Standard Traffic Pattern	Left Hand
Other Airfield Items	
Weathering Reporting System	AWOS (On-Field)
ADS-B Antenna	Adjacent to Terminal Building
Beacon	Located southeast of CBP facility (White / Green)
Lighted Wind Cone	400’ east and 890‘ north of Runway 32 end
Segmented Circle	250’ North of Taxiway F, 1,000’ west of Runway 32 end

Source: FAA Form 5010-1, Airport Master Record



RUNWAY 14/32 SOUTH TEXAS INTERNATIONAL AIRPORT AT EDINBURG



PARALLEL TAXIWAY BRAVO SOUTH TEXAS INTERNATIONAL AIRPORT AT EDINBURG

KSA

South Texas International Airport at Edinburg

F.M. RD. 490

AIRFIELD DRIVE

AIR CARGO DRIVE

A1 A2 A3 A4 A5 A6 A7 A8 A9 A10 A11 A12 A13

TWY A

TWY B

TWY B

TWY C

TWY D

TWY E

TWY F

14

32

RUNWAY 14-32 (5,000' x 75')

1000 X 5000 X 700
NOT LOWER THAN 1-MILE

1000 X 1750 X 1510
NOT LOWER THAN 3/4 -MILE

WIND CONE

ASOS

TAXIWAY A

TAXIWAY B

U.S. HIGHWAY 281

U.S. HIGHWAY 281

0 500'
GRAPHIC SCALE IN FEET

LEGEND	
EXISTING BUILDINGS	
EXISTING PAVEMENT	
AIRPORT PROPERTY (EX)	PL(e)
EXISTING RUNWAY PROTECTION ZONE (RPX)	

LEGEND	
DPS HANGAR #1	A1
DPS HANGAR #2	A2
GENERAL AVIATION TERMINAL	A3
U.S. CUSTOMS AND BORDER PROTECTION	A4
FUEL FARM	A5
SELF-SERVE (100LL/JET-A)	A6
T-HANGAR	A7
T-HANGAR	A8
T-HANGAR	A9
T-HANGAR	A10
T-HANGAR	A11
T-HANGAR	A12
AIR CARGO FACILITY	A13

SOUTH TEXAS INTERNATIONAL AIRPORT AT EDINBURG

EXHIBIT 1.3: EXISTING FACILITIES

TAXIWAYS AND APRON

There are two full-length parallel taxiways serving the maneuvering needs of aircraft at the airport – Taxiway "A" and Taxiway "B". Taxiway "A" is situated 770 feet northeast of Runway 14-32 and offers four connectors that are each 35 feet wide and provides access to the primary parallel Taxiway "B", in addition to the terminal area, general aviation terminal, Department of Public Safety (DPS), U.S. Customs and Border Protection (CBP) and all general aviation hangars. A portion of Taxiway "A" southeast of Taxiway "D" is not useable and is in a deteriorating state. Taxiway "B" serves as the primary full-length parallel taxiway and is located approximately 400 feet northeast of Runway 14-32 and offers five connectors that are each 35 feet wide and provide direct access from the Runway 14 and 32 ends as well as the terminal area. All taxiways are currently marked with centerline striping but are not lighted. Directional signs and aircraft hold line markings are prevalent at all locations enabling access to the runway.

There are two aircraft parking aprons providing a total of 14 tie-down spaces. This apron is located on the northernmost portion of Taxiway "A" providing approximately 130,000 square feet of maneuvering space. The Air Cargo facility features apron parking located directly southeast of the terminal area on Taxiway "A" providing approximately 71,000 square feet of space. Additionally, a designated Helicopter landing area is located across Taxiway "A" from the primary general aviation apron and terminal.

VISUAL AIDS AND LIGHTING

Runway 14-32 is equipped with Medium Intensity Runway Lights (MIRL) which is pilot activated and operates from sunset to sunrise. As previously mentioned, the existing taxiway system is not lighted.

Visual approach aids assist aircraft on final approach by providing vertical situational awareness in relation to the runway threshold. Runway 14-32 is equipped with a two-light Precision Approach Path Indicator (PAPI-2L) situated on the left side of each runway end. Runway 14 is equipped with Runway End Identifier Lights (REILs).

An additional aid to navigation is the airport beacon. The beacon is a visual navigation aid displaying white and green flashes to indicate a lighted airport or white flashes only for an unlighted airport. The airport's beacon is located directly southeast of the U.S. CBP facility and adjacent to the fuel farm. Additionally, the airport has a lighted wind cone and segmented circle. The lighted wind cone and segmented circle are located approximately 1,800 feet south west of the Runway 14 threshold on the south portion of the airport infield. While the wind cone is a free rotating truncated cone to indicate wind direction and wind force, the segmented circle aids pilots in locating an airport and provides traffic pattern information for all runways.

WEATHER REPORTING SYSTEM

EBG is served by an Automated Weather Observing System (AWOS-3) on frequency 118.025. An AWOS unit is a suite of automated sensors which measure, collect and disseminate minute-by-minute weather data to help aircrews and flight dispatchers monitor weather conditions and plan flight routes for navigation to or from the airport. The AWOS facility is located approximately 445 feet west of Runway 14-32 and 1375 feet southwest of the Runway 14 end.

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1.3 LANDSIDE FACILITIES

As reflected in **Exhibit 1.3**, the existing landside development areas at the airport consist of a general linear layout. The primary development area runs parallel and east of Taxiway "A". These various facilities include a city owned Terminal Building/Fixed Base Operator (FBO), Department of Public Safety (DPS), Customs and Border Protection (CBP).

TERMINAL BUILDING/FBO AND AUTO PARKING

The terminal building complex, which also doubles as the city owned FBO facility is located in the terminal area directly north of the CBP facility along Taxiway "A". This single-story structure is approximately 4,600 square feet and consists of space and amenities for local and itinerant users including a pilot's lounge, waiting area, flight planning facilities, meeting rooms, admin offices, public restrooms, and kitchen/concession area. City staff including the Airport Manager and other ancillary services are located within this facility. The terminal auto parking area includes parking for 54 automobiles and is approximately 26,000 square feet in size.

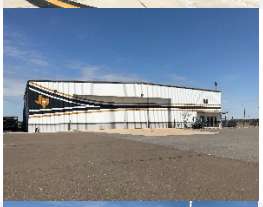
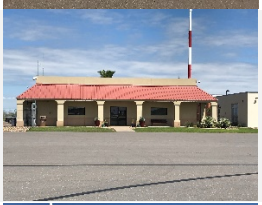


GENERAL AVIATION TERMINAL SOUTH TEXAS INTERNATIONAL AIRPORT AT EDINBURG

HANGAR FACILITIES

The majority of the Airport's hangar facilities are currently concentrated along Taxiway "A" and consist of a variety of T-hangars, and apron tie-down positions. Included in this area is the general aviation terminal/FBO, Department of Public Safety (DPS) and Customs and Border Protection facilities. **Table 1.5** provides detail of the current landside inventory. According to airport management, the airport has 15 conventional hangars, one T-hangar structure providing 4 individual storage units. To date there are approximately 30 aircraft owners on the active hangar wait list.

Table 1.5
Existing Facilities

	BLDG. NUMBER	DETAIL	CONDITION	APPROX. SQ. FT.
	A1	DPS Hangar (1)	Excellent	18,000
	A2	DPS Hangar (2)	Excellent	12,300
	A3	General Aviation Terminal	Good	4,600
	A4	U.S. CBP	Excellent	4,500
	A5	Fuel Farm	Excellent	10,500
	A6	Self-Serve (100LL/Jet-A)	Excellent	250

	A7	Box Hangars (3) 40’ x 40’	Good	5,500
	A8	Box Hangars (3) 40’ x 40’	Good	5,500
	A9	Box Hangars (3) 40’ x 40’	Good	5,500
	A10	T-Hangar	Good	6,700
	A11	Box Hangars (3) 40’ x 40’	Good	7,000
	A12	Box Hangars (3) 50’ x 60’	Good	9,000
	A13	Air Cargo Facility	Excellent	53,000

Source: EBG Airport

FUEL STORAGE FACILITIES



Currently, the airport's fuel storage area is located directly southeast of the general aviation terminal and CBP facilities on the east side of the apron area. The fuel is owned by the Airport and consists of two above ground storage tanks with 24-hour self-serve fueling capabilities. Tanks consist of one 12,000-gallon AVGAS/100LL and one 12,000-gallon Jet-A, and comply with Environmental Protection Agency (EPA) guidelines, including associated spill containment requirements. In addition, mobile Jet-A dispensing is provided by one 3,000-gallon truck. Total fuel sales for the last three years equaled 78,780 gallons for AVGAS/100LL and 592,439 for Jet-A, equating to an average annual gallon flow of 26,260 for AVGAS/100LL and 197,479 for Jet-A. **Table 1.6** provides the fuel sales for the past three years.

Table 1.6
Airport Fuel Sales, 2015-2017

Year	AVGAS (gallons)	Jet-A (gallons)	Total (gallons)
2013	29,909	209,607	239,516
2014	22,956	277,410	300,366
2015	21,641	272,387	294,028
2016	26,515	200,795	227,310
2017	30,624	119,257	149,881
Total	131,645	1,079,456	1,211,101
Annual Average	**26,329**	**215,891**	**242,220**

Source: EBG Airport

U.S. CUSTOMS AND BORDER PROTECTION



In 2014, the City of Edinburg, in partnership with the Edinburg Economic Development Corporation (EEDC) and the U.S. Department of Homeland Security Customs and Border Protection invested $1.3 million in a new Customs facility at South Texas International Airport. The 4,500 square foot facility was completed and opened on July 21, 2016 making Edinburg the fourth permanent airport customs facility in the Rio Grande Valley. This service allows international aircraft to clear customs in Edinburg.

SECURITY / PERIMETER FENCING



Perimeter fencing at the airport is a combination of types. A portion of the airfield is eight foot chain link with 3-strand barbed wire while other portions of the airfield reflect older, dilapidated eight foot wildlife with 3-strand barbed wire. Further discussion to address updated perimeter fencing will be reflected in the Alternatives and Implementation chapters.

TEXAS DEPARTMENT OF PUBLIC SAFETY



In 2018, KSA completed design and construction of a 15,000 square foot hangar for the Texas Department of Public Safety (DPS). In addition to their previous hangar, this facility allowed for the expansion of DPS presence at the airport including 12 permanent staff, 2 Airbus Helicopters and 1 Pilatus PC-12 turbo-prop aircraft. This facility includes offices, rendering room, conference room, and safe munitions/firearms storage. The facility is also equipped with emergency power.

AUTOMATIC DEPENDENT SURVEILLANCE – BROADCAST (ADS-B) ANTENNA



EBG is served by an ADS-B antenna. ADS-B, promulgated by the FAA and next gen technology efforts, is surveillance technology in which an aircraft determines its position via satellite navigation, enabling the aircraft to be tracked. The information broadcast by aircraft can be received by air traffic control ground stations as a replacement for secondary surveillance radar. This fairly recent technology is transforming aviation by providing real-time precision, shared situational awareness for both pilots and controllers, and improves safety and efficiency.

AIRCRAFT RESCUE AND FIRE FIGHTING (ARFF)

The airport does not presently have an Airport Rescue and Fire Fighting (ARFF) facility on the field. However, fire protection services for the airport are provided by the Edinburg Fire Department, located approximately 13 miles south of the Airport.

Were the airport to house an ARFF on site, mandated FAA and Federal Aviation Regulations (FAR) Part 139 requirements would need to be followed to achieve proper levels of minimal equipment. Typically, on airfield ARFF's are associated with air carrier or large aircraft activity; however, any airport can be outfitted with fire protection services, as long as the airport meets the minimal equipment threshold, or index rating. **Table 1.7** below reflects these Index levels and the components for each and is based upon a certain level of daily operations with the minimal requirement being Index A. 14 CFR 139.315 and 139.317 discuss such requirements in greater detail.

Table 1.7
ARFF Index Ratings

Index	Aircraft length	Vehicles	Extinguishing Agents
A	<90’	1	Either 500 pounds of sodium-based dry chemical, halon 1211, or clean agent; or 450 pounds of potassium-based dry chemical and water with a commensurate quantity of AFFF to total 100 gallons for simultaneous dry chemical and AFFF application.
B	90’ to <126’	1	500 pounds of sodium-based dry chemical, halon 1211, or clean agent and 1,500 gallons of water and the commensurate quantity of AFFF for foam production
		2	One vehicle carrying the extinguishing agents as specified for Index A; and one vehicle carrying an amount of water and the commensurate quantity of AFFF so the total quantity of water for foam production carried by both vehicles is at least 1,500 gallons.
C	126’ to <159’	2	One vehicle carrying the extinguishing agents as specified for Index B; and one vehicle carrying water and the commensurate quantity of AFFF so the total quantity of water for foam production carried by both vehicles is at least 3,000 gallons
		3	One vehicle carrying the extinguishing agents as specified for Index A; and two vehicles carrying an amount of water and the commensurate quantity of AFFF so the total quantity of water for foam production carried by all three vehicles is at least 3,000 gallons
D	159’ to <200’	3	One vehicle carrying the extinguishing agents as specified for Index A; and two vehicles carrying an amount of water and the commensurate quantity of AFFF so the total quantity of water for foam production carried by all three vehicles is at least 4,000 gallons
E	200’ and longer	3	One vehicle carrying the extinguishing agents as specified for Index A; and two vehicles carrying an amount of water and the commensurate quantity of AFFF so the total quantity of water for foam production carried by all three vehicles is at least 6,000 gallons

Source: 14 CFR 139.315 and 139.317. The longest aircraft with an average of five (5) or more daily departures determines the index.

1.4 AIRSPACE SYSTEM/NAVIGATION AND COMMUNICATION AIDS

The South Texas International Airport at Edinburg operates within the larger National Airspace System (NAS), which comprises a wide array of services, systems and requirements for airports as well as for the pilots that function within it. The following sections provide an overview of some of the Airport’s key considerations with respect to navigating and operating within the NAS.

- Air Traffic Service Areas and Aviation Communications
- National Airspace System
- Navigational Aids
- Part 77 Airspace Surfaces

AIR TRAFFIC SERVICE AREA AND AVIATION COMMUNICATIONS

FAA Order 7110.65M, Air Traffic Control (ATC), established that the mission of ATC is safety by stating that the "primary purpose of the ATC system is to prevent a collision between aircraft operating in the system and to organize and expedite the flow of traffic." ATC is the means by which aircraft are directed and separated within controlled airspace.

Within the continental United States, there are some 22 geographic areas that are under ATC jurisdiction. Air traffic services within each area are provided by air traffic controllers in Air Route Traffic Control Centers (ARTCCs). The ARTCCs provide air traffic service to aircraft operating on Instrument Flight Rules (IFR) flight plans within controlled airspace, and primarily during the en-route phase of flight. Those aircraft operating under Visual Flight Rules (VFR) that depend primarily on the "see and avoid" principle for separation, may also contact the ARTCC or other ATC services to request traffic advisory services. Traffic advisory service is used to alert pilots of other known aircraft in the vicinity of, or within the flight path of the aircraft. The airspace overlying EBG is contained within the Houston ARTCC jurisdiction, which has a coverage area of airspace in portions of Alabama, Louisiana, Mississippi, Texas, and the Gulf of Mexico.

Aircraft in instrument flight plans that are approaching or departing an airport are also subject to airspace and ATC. At EBG, clearance delivery, approach and departure services are provided by Valley Approach and Departure Control. The primary means of controlling aircraft employed by air traffic controllers is computerized radar systems that are supplemented with two-way radio communications. Altitude assignments, speed adjustments, and radar vectors are examples of techniques used by controllers to ensure that aircraft maintain proper separation. The specified lateral and vertical separation criterion for aircraft used by controllers is as follows.

- Lateral Aircraft Separation: three (3) miles (radar environment)
- Lateral Aircraft Separation: five (5) miles (non-radar environment)
- Vertical Aircraft Separation: 1,000 feet below (below 29,000 feet) and 2,000 feet (29,000 feet and above)

NATIONAL AIRSPACE SYSTEM

To ensure a safe an efficient airspace environment for all aspects of aviation, the FAA has established an airspace structure through the Federal Aviation Regulations (FAR) that regulates and establishes procedures for aircraft that use the NAS. This airspace structure essentially provides two basic categories of airspace: controlled (classified as A, B, C, D, and E) and uncontrolled (classified as G).

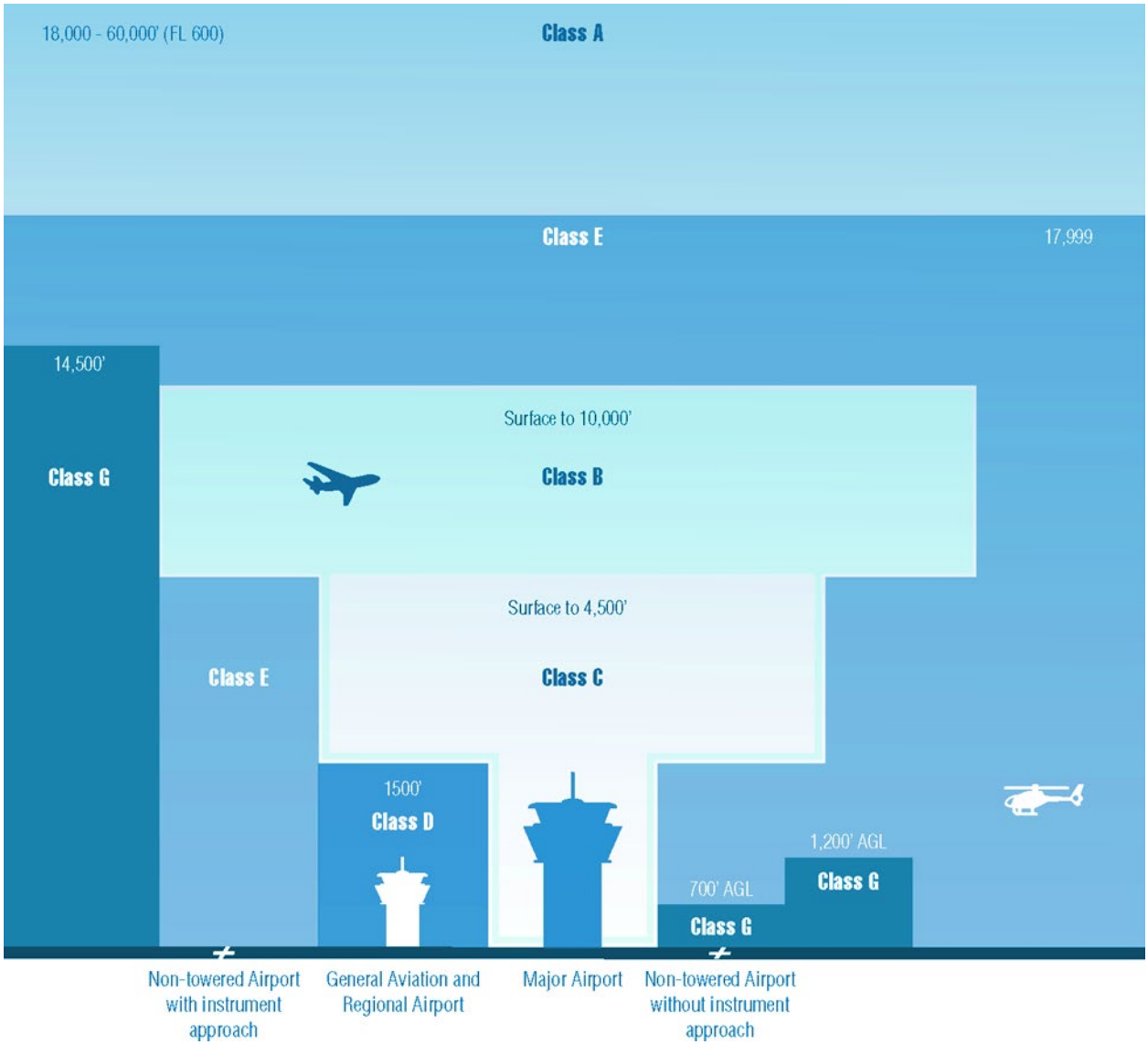
Further, FAR Part 71 and FAR Part 73 establish these classifications of airspace with the following characteristics.

- Class A airspace is generally the airspace from 18,000 feet mean sea level (MSL) up to Flight Level 600 (or 60,000 feet MSL). Unless otherwise authorized, all operations in Class A airspace are conducted under instrument flight rules (IFR).

- Class B airspace is generally airspace from the surface to 10,000 feet MSL surrounding the nation's busiest airports in terms of airport operations or passenger enplanements. An ATC clearance is required for all aircraft to operate within Class B airspace, and all aircraft that are so cleared receive separation services within the airspace. Clearance into Class B airspace can only be received when the controller specifically call the tail number of the aircraft and grants explicit clearance to enter the airspace. (e.g. "N1234, you are cleared to enter the Class B airspace").
- Class C airspace is generally airspace from the surface up to 4,000 feet above the airport elevation (charted in MSL) surrounding those airports that have an operational control tower, are serviced by radar approach control and have a certain number of IFR operations or passenger enplanements. Each aircraft must establish two-way radio communications with the ATC facility providing air traffic services prior to entering the airspace and, thereafter, maintain those communications while in the airspace.
- Class D airspace is generally airspace from the surface up to 2,500 feet above the airport elevation (charted in MSL) surrounding those airports that have an operational control tower. Unless otherwise authorized, each aircraft must establish two-way radio communications with the ATC facility providing air traffic services prior to entering the airspace and thereafter maintain those communications while in the airspace.
- If the airspace is not classified as A, B, C, or D, and is controlled airspace, then it is Class E airspace. Class E airspace extends upward from either the surface or designated altitude to the overlying or adjacent controlled airspace. Only aircraft operating under IFR are required to be in contact with ATC when operating within Class E airspace.
- Class G or uncontrolled airspace is the portion of the airspace that has not been designated with any of the above classifications. It extends from the surface to the base of the overlying Class E airspace. Although ATC has no authority or responsibility to control air traffic, pilots must still abide by visual flight rules (VFR) minimums in Class G airspace.

South Texas International Airport lies within Class E airspace which is controlled airspace not classified as A, B, C, or D airspace. A large amount of the airspace over the United States is designated as Class E airspace. In most areas, the Class E airspace base is either the surface of 700 feet AGL. Class E airspace typically extends up to, but not including, 18,000 feet MSL (the lower limit of Class A airspace). Exhibit 1.4 and 1.5 show airspace classifications and the portion of the sectional chart published by the FAA's National Aeronautical Charting Office for the immediate regional airspace around EBG.

EXHIBIT 1.4: FAA AIRSPACE CLASSIFICATION



SOURCE: FAA/KSA

NAVAIDS / COMMUNICATIONS

In 2003, the FAA implemented Wide Area Augmentation Systems (WAAS) availability to public airports. Pilots are now benefiting from the large number of Area Navigation (RNAV) Global Positioning System (GPS) approaches and lower minimums provided by WAAS-enabled systems. These systems area greatly more abundant than instrument landing systems (ILS) and other ground-based systems from the 20th century. As of June 2015, there are 3,554 Wide Area Augmentation System (WAAS) Localizer Performance with Vertical Guidance (LPV) approach procedures serving 1,732 airports, 989 of these airports are Non-ILS airports. Currently, there are also 594 Localizer Performance (LP) approach procedures in the U.S. serving 429 airports.

A variety of navigational facilities are currently available to pilots around South Texas International Airport, whether based at the field or at other locations in the region. Many of these navigational aids (NAVAIDs) are available to en-route air traffic as well. The NAVAIDS available for use by pilots in the vicinity of EBG are VOR/DME facilities.

A VOR is a Very High Frequency Omnidirectional Range Station transmitting very high frequency signals, 360 degrees in azimuth oriented from magnetic north. DME or Distance Measuring Equipment, provides the pilot with slant-range distance to the DME transmitter. The nearest VOR/DME associated with the airport is MCALLEN (MFE, 117.20) located 17.3 miles south of the field.

There are two published instrument approach procedures that serve the South Texas International Airport: RNAV (GPS) Runway 14 and RNAV (GPS) Runway 32. **Table 1.8** summarized the approach and visibility minimums of these published instrument approaches.

Table 1.8
Instrument Approach Procedures

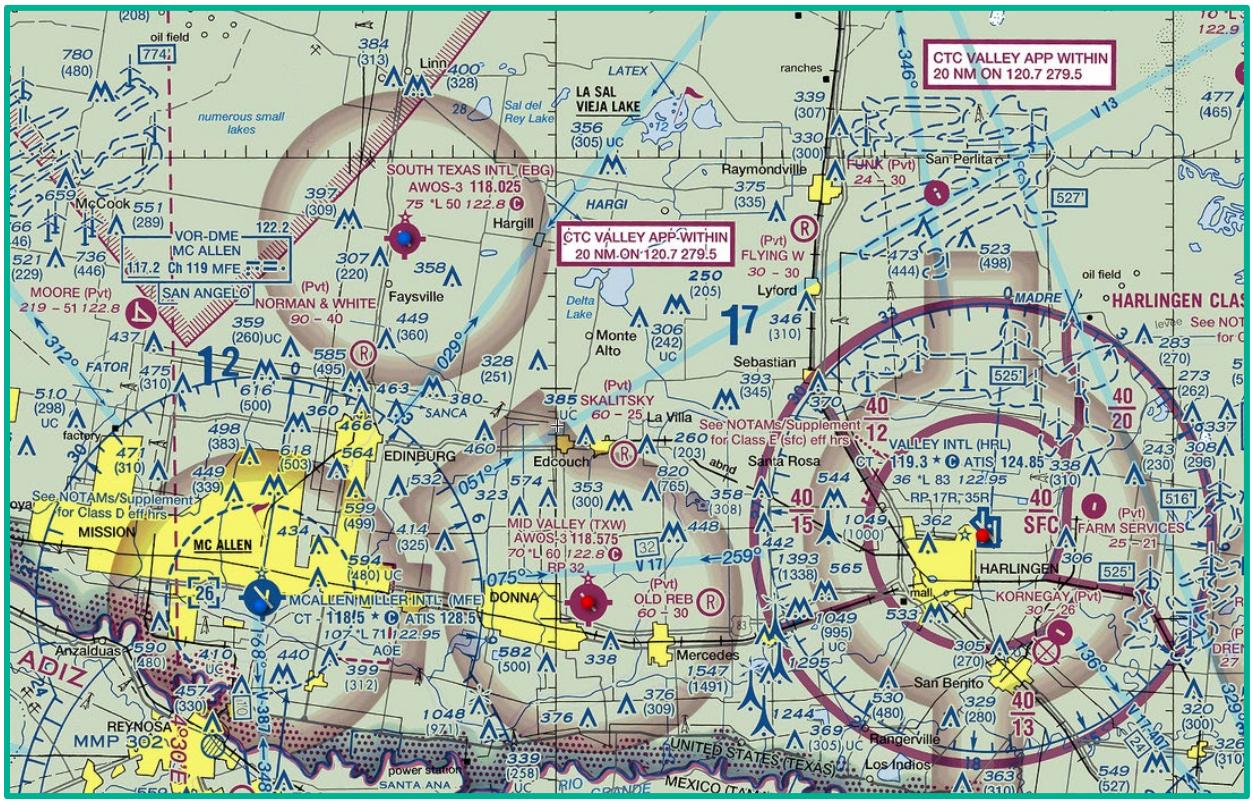
	Lowest Straight-In Minimums		Lowest Circling Minimums	
Instrument Approach	Ceiling	Visibility	Ceiling	Visibility
RNAV (GPS) Runway 14	325’	1-Mile	500’	1 ¼ - Mile
RNAV (GPS) Runway 32	323’	¾-Mile	660’	1-Mile

Source: FAA Terminal Procedures, 29 March 2018 – 25 April 2018

SPECIAL USE AIRSPACE

ATC designates certain areas of airspace as special-use airspace, which is designated to segregate flight activity related to military and national security needs from other airspace users. There are currently six classifications of special-use airspace – prohibited areas, restricted areas, military operations areas (MOA), alert areas, warning areas, and controlled firing areas. Currently, there is one Alert and one Military Operations Area (MOA) within range of the airfield. Alert areas are defined as those areas wherein a high volume of pilot training or unusual type of aeronautical activity is conducted while Military Operations Areas are those areas established to separate military traffic for IFR traffic. These areas are utilized for acrobatic type maneuvering which could be hazardous to those aircraft traversing this airspace.

EXHIBIT 1.5: FAA SECTIONAL CHART



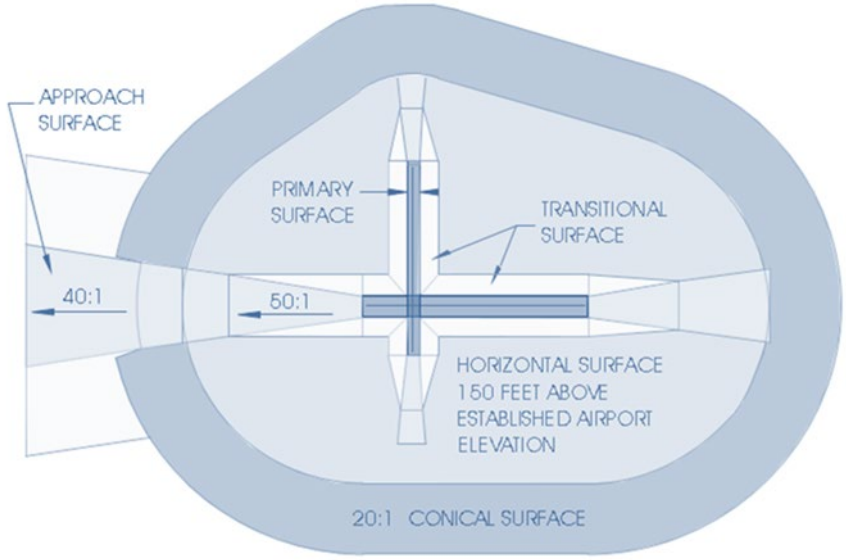
PART 77 / IMAGINARY SURFACES

Federal Aviation Administration (FAR) Part 77, Objects affecting Navigable Airspace, is a tool used to protect the airspace over and around a given airport and each of its runway approaches from potential obstructions to air navigation. It is important to note that as a federal regulation, all airports included in the NAS are subject to the requirements of Part 77. To determine whether an object is an obstruction to air navigation, Part 77 established several imaginary airspace surfaces in relation to an airport and each runway end. The dimensions and slopes of these surfaces depend on the configuration and approach categories or each airport's runway system. The size of the

imaginary surfaces depends largely upon the type of approach to the runway in question. The principal imaginary surfaces are described in **Exhibit 1.6**.

- **Primary Surface:** Longitudinally centered on the runway at the same elevation as the nearest point on the runway centerline.
- **Horizontal Surface:** Located 150 feet above the established airport elevation, the perimeter of which is established by swinging arcs of specified radii from the center of each primary surface end and connected via tangent lines.
- **Conical Surface:** Extends outward and upward from the periphery of the horizontal surface at a slope of 20:1 for a horizontal distance of 4,000 feet.
- **Approach Surface:** Longitudinally centered on the extended centerline and extending outward and upward from each runway end at a designated slope (e.g. 20:1, 34:1, 40:1, and 50:1) based on the runway approach.
- **Transitional Surface:** Extends outward and upward at a right angle to the runway centerline at a slope of 7:1 up to the horizontal surface.

Exhibit 1.6
Part 77 / Imaginary Surfaces



Known obstructions to the Part 77 surfaces described above will be illustrated on the ALP set being prepared with this development plan. It is important to note, however, that updated obstruction information for the Airport and its surroundings should be collected through an aerial photogrammetry/survey effort prior to any physical changes to the runway or modifications to approaches serving either runway end.

LOCAL AIRPORTS

Table 1.9 lists local airports including information regarding each facility's physical characteristics and facilities, airport role, as well as distance and direction from EBG. Currently, there are three airports within EBG's 25 NM service area.

Table 1.9
Local Airport Characteristics

Airport Name	Airport ID	Runway(s)	Based Aircraft / Total Ops.	NPIAS Role	TASP Role
McAllen International	MFE	14/32 – 7,120' x 150' 13/31 – 2,639' x 60'	113 / 56,500	Non-hub	Reliever
Weslaco – Mid Valley	T65	14/32 – 6,002' x 75'	46 / 610	Local / Basic	Community Service
Valley International	HRL	17R/35L – 8,301' x 150' 17L/35R – 5,949' x 150 13/31 – 7,257' x 150'	45 / 29,500	Non-hub	Reliever

Source: Airnav.com; FAA Sectional Charts

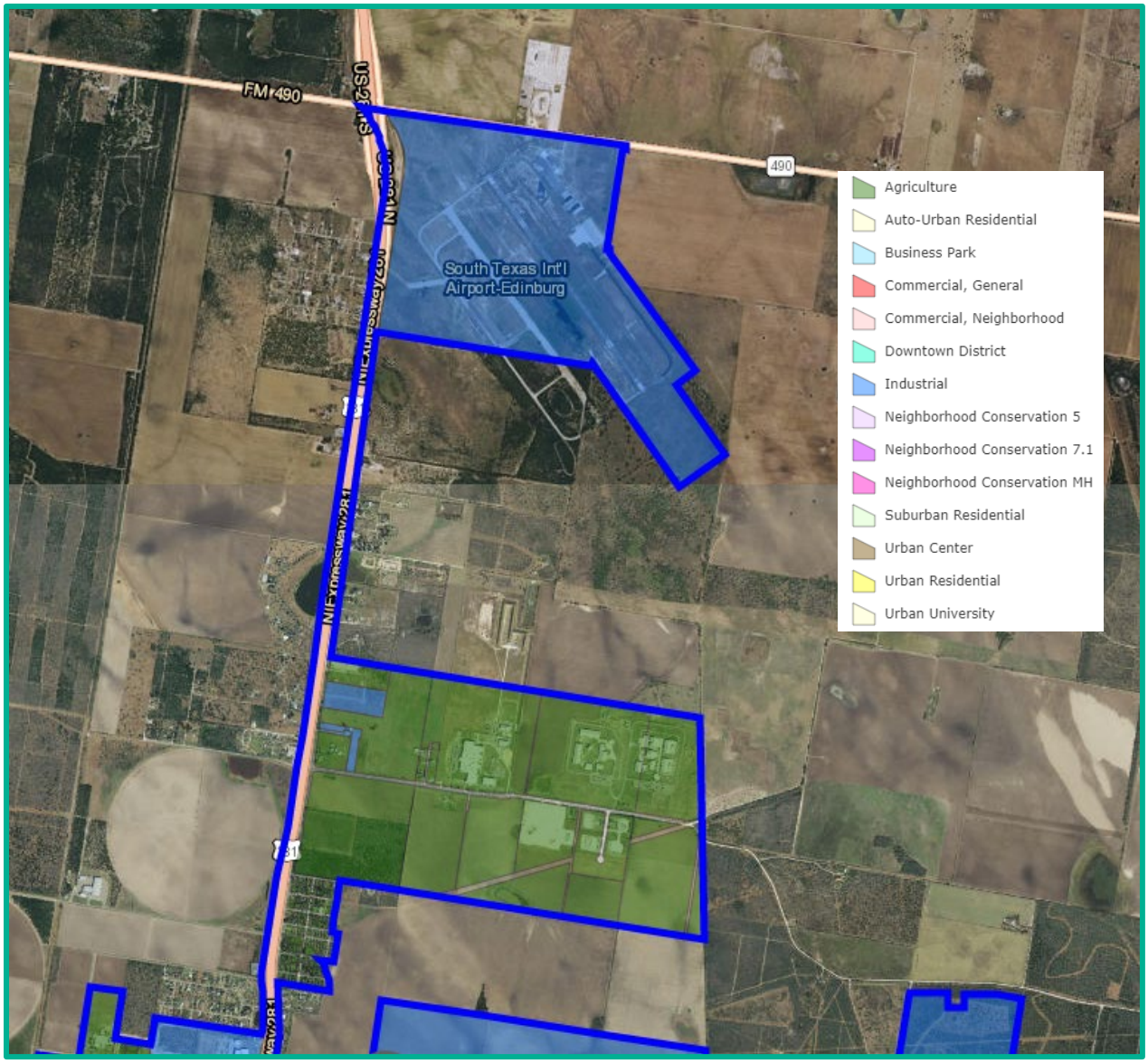
1.5 AIRPORT ENVIRONS

This section addresses and examines the regional setting of the airport and land uses which surround it. This task is critical to the future development of the airport given that planning decisions will most likely extend beyond the Airport's physical property boundary, while local land use patterns will ultimately affect the potential for expansion and capital improvements.

EXISTING ZONING

The City of Edinburg maintains a Geographic Information Database (GIS) that provides high-quality data of land use and zoning for information purposes. This general reference database offers access to base maps, aerial imagery, and other pertinent information about the community, including the airport. Currently, the airport is labeled as Industrial on the Edinburg Existing Zoning Map. Due to its location north of the City of Edinburg, the nearest zoning depicted on the map is agriculture, located approximately 2 miles south of the Airport. Exhibit 1.7 reflects the existing zoning for the airport.

EXHIBIT 1.7: EXISTING ZONING



Source: City of New Braunfels GIS Web Application website, Planning Map Viewer.

HEIGHT HAZARD ZONING

Although the Federal Aviation Administration (FAA) has authority to regulate the flight of aircraft, it has only limited authority to ensure that areas surrounding airports are free of hazards. Without regulatory authority at the Federal level of government, the responsibility for insuring that areas surrounding an airport are free from hazards is left to the local government. In order to assist local municipalities in regulating the height of structures and use of land in the vicinity of an airport, the Texas Legislature created the *Texas Airport Zoning Act* (AZA) which is codified in Chapter 241 of the Texas Local Government Code. The AZA permits political subdivisions, municipalities or counties to adopt, administer, and enforce airport zoning regulations in order to protect the safety

of the airport users as well as the public investment in the airport. While the AZA does not identify specific standards that must be used in determining what constitutes incompatible land uses or airport hazards, it is generally accepted that contours based on varying levels of noise generated by an airport and the various imaginary surfaces established in the Federal Aviation Regulations (FAR) Part 77 are the preferred standards to be used in airport zoning.

The need to regulate the construction of tall structures in various critical areas surrounding the airport seems evident, to protect the safety of the users of the airport as well as persons and property on the ground. The requirement to do so is contained in the Texas Administrative Code (TAC), Title 43, Chapter 30, Subchapter C, *Aviation Facilities Development and Financial Assistance Rules*. These are the rules under which the Aviation Division's airport grant program is operated. Zoning is addressed in several sections including Section 30.120(d)(13) and 30.215. These sections allow the Aviation Division to review and approve airport zoning prior to considering additional projects for grants or loans under the program. The airport sponsor must certify through their attorney that the airport zoning has been accomplished in accordance with applicable laws, ordinances, rules, and/or regulations and the adopted zoning ordinance is binding, enforceable, and, if associated with the requirements of an airport improvement grant from TxDOT, fulfills the requirements of Texas Administrative Code. No sponsor shall be eligible for a subsequent grant or loan under the program uncles the sponsor has adopted and, as called upon to do so, enforced the airport zoning ordinance/order approved by the division.

Additionally, the implementation of Avigation Easements may give the airport further control over future land uses that might be hazardous to flight operations. An avigation easement protects the surrounding airspace, above a specific height, from future obstructions by retaining the rights to a property from a landowner in order to limit the use of the land subject to the easement.

Currently, the City of Edinburg has adopted height standards, set forth in Article 3, Division 3.5 of the Unified Development Code, which provide protection for the airport and guidance on height requirements for utilities, antennae, water facilities, structures, and steeples/bell towers.

SUMMARY

This inventory chapter represents a consolidated resource containing the Airport's data that will be referenced during the completion of the South Texas International Airport Development Plan. When necessary, data presented in this chapter will be expanded on for the completion of specific planning tasks. In addition, as the development plan progresses, new and/or updated data related to facilities and infrastructure examined in this chapter may become available. When appropriate, new data will be incorporated into this chapter and the entire EBG Development Plan Report.

The inventory data presented in this chapter provides a framework from which analysis in the South Texas International Airport Development Plan will proceed. Some inventory data, such as the Airport's history, provides general background knowledge. Other types of inventory data, such as airport role and existing airport facilities are used to help determine future facility

requirements. Subsequent chapters, especially the Forecast of Aviation Demand, will also be key components to the development of facility requirements.

Much of the data presented in this chapter is used to conduct numerous analyses as the development planning process works toward identifying a recommended development plan for EBG. The next step in the planning process is to formulate forecasts for the quality and type of future aviation activity expected to occur at the Airport during the 20-year planning period.



AVIATION DEMAND FORECASTS

2. AVIATION DEMAND FORECASTS

Forecasts of aviation demand are a key element in all airport planning. Demand forecasts, based upon the desires and needs of the service area, provide a basis for determining the future type, size, and timing of aviation facility development at South Texas International Airport (EBG). Consequently, these forecasts influence virtually all phases of the planning process. Major topics addressed in this chapter include:

- Purpose
- Aviation Demand Elements
- Forecast Framework
- General Aviation Demand Forecasts
- Military Operational Activity Forecasts
- Summary of Aviation Demand Forecasts

2.1 PURPOSE

The aviation demand forecasts will serve four purposes in the development of this Airport Layout Plan Update. Specifically, they provide the basis for:

- Determining the necessary capacity of the airfield, passenger terminal area, general aviation area, and ground access system serving the Airport.
- Determining the Airport's future facility size and type of expansion needed.
- Evaluating the financial feasibility of Airport development scenarios.

2.2 AVIATION DEMAND ELEMENTS

Forecasts of aviation demand can be developed for a variety of activity indicators. In the case of EBG, demand elements revolve primarily around existing and future general aviation activity. Military operations forecasts are also presented. Basic activity indicators include the type and number of aircraft operations, along with the number of aircraft based at the Airport. Other important elements are derived from these basic indicators. The Airport does not have scheduled air carrier service. Therefore, 20-year aviation activity forecasts were prepared for the following aviation elements:

- Based Aircraft: Defined as a general aviation aircraft which is stationed at an airport on a permanent basis.
  - Based Aircraft Fleet Mix
- General Aviation Aircraft Operations: This type of operation is either a takeoff or a landing of a general aviation aircraft. Department of Public Safety (DPS) flights are counted as general aviation.

  - Total Annual
  - Local Versus Itinerant
  - Fleet Mix
  - Peak Period (Monthly, Daily, Hourly)
- **Annual Instrument Approaches:** Defined as an Instrument Flight Rules (IFR) approach to an airport, conducted during instrument meteorological weather conditions.
- **Critical Aircraft Determination:** Largest aircraft to regularly use the Airport
- General Aviation Enplaned Passengers: Defined as air travelers who have boarded departing general aviation aircraft.
- **Military Aircraft Operations:** This type of operation is either a takeoff or a landing of a military aircraft.

Table 2.1 presents the historical aircraft operational activity at EBG. There are currently 30 aircraft based at the airport.

Table 2.1
EBG Historical Aviation Activity, 2011-2018

	Itinerant Operations			Local Operations			
Year	GA	Military	Sub-Total	Civil	Military	Sub-Total	Total
2011	3,000	0	3,000	1,800	0	1,800	4,800
2012	3,000	0	3,000	1,800	0	1,800	4,800
2013	3,000	0	3,000	1,800	0	1,800	4,800
2014	600	340	940	3,200	0	3,200	4,140
2015	600	340	940	3,200	0	3,200	4,140
2016	600	340	940	3,200	0	3,200	4,140
2017	600	340	940	3,200	0	3,200	4,140
2018	600	340	940	3,200	0	3,200	4,140

Source: 2018 FAA Terminal Area Forecast
Legend: GA = General Aviation

2.3 FORECAST FRAMEWORK

The framework for this forecast was based upon the development of a consensus or likely set of forecasts of demand, accompanied by potential adjustments (up or down) resulting from changes to basic assumptions of the likely forecast. By way of explanation, a twenty-year forecast of aviation demand carries inherent uncertainties. These uncertainties about the future grow as the timeframe extends. For this reason, a number of projections were developed that used different methods of prediction. Some methods were based upon local socioeconomic factors, others were based on national forecasts, while others used historical trends. The benefit of using a variety of projection methods occurs when the results show a forecast consensus. That is, if a number of projections all point in the same direction, even though they were generated using different data and methods, greater confidence is gained in the resulting forecast.

To achieve a forecasting consensus, all projection methods employed traditional means of extrapolating historical aviation trends at the airport or in the Airport service area into future time frames. In this regard, the airport service area for general aviation demand includes the McAllen-Edinburg-Mission Metropolitan Statistical Area (Hidalgo County). The economic base of the MSA will be used in generating growth rates for aviation activity at EBG.

MARKET SHARE PROJECTION

Market share projections are developed by calculating historical shares of EBG activity and projecting these respective shares into future time frames. This method of projection reflects demand based upon trends occurring in the service area and the entire U.S. Market share projections reflect historical trends and may include static (constant) or dynamic (increasing or decreasing) future market shares. It is essentially a "top-down" method of forecasting where other forecasts of activity for larger areas are used as drivers of the local share of that demand.

For this forecast, the U.S. active aircraft, as forecast by FAA in their FAA Aerospace Forecast, Fiscal Years 2018-2038, was used as the "market" and the share was the number of based aircraft at EBG. In addition, forecasts of local registered aircraft were generated and used as the "market" for the Constant Local Registered projection. The forecasts of local registered aircraft (developed by the Consultant) totaled 327 in 2018; 381 in 2023; 419 in 2028; and 479 in 2038.

SOCIOECONOMIC REGRESSION ANALYSIS

The socioeconomic regression projection is based upon an assumed causal relationship between population, income, or employment and the aviation activity in a particular area. This projection of demand is obtained by relating socioeconomic data via regression analysis to aviation activity. The resulting set of regression equations produces a projection of aviation activity when they are coupled with independent projections of future socioeconomic data. **Table 2.2** presents a summary of the historical and forecast socioeconomic variables used in developing the general aviation forecasts for EBG.

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Table 2.2 Service Area Socioeconomic Growth Projections			
Year	Population[1]	PCPI[2]	Employment[3]
2011	779,015	$21,939	316,440
2012	794,639	$22,732	329,907
2013	806,725	$23,192	335,365
2014	817,526	$23,564	342,957
2015	829,210	$24,365	353,695
2016	840,113	$25,020	361,691
2017	850,187	$25,338	368,164
2018[4]	860,661	$25,617	374,436
Forecasts			
2023	977,338	$28,594	436,389
2028	1,095,534	$ 31,162	497,047
2038	1,362,158	$ 35,448	630,294
CAGR[5] 2018-2038:	2.3%	1.5%	2.5%
Year	Population[1]	PCPI[2]	Employment[3]

[1] Years 2011-2017 Source: Bureau of Economic Analysis, "Table CA1-1 Population" (accessed March 2019). Growth rates from Woods & Poole Economics Inc. population projections were used in the 2023-2038 projections

[2] Years 2011-2017 Source: Bureau of Economic Analysis, "Table CA1-3 Per Capita Personal Income" (accessed March 2019). Woods & Poole Economic Inc. growth rates for 2018-2038.

[3] Years 2007-2016 Source: Bureau of Economic Analysis, "Table CA25N Total Full-Time and Part-Time Employment by NAICS Industry" (accessed March 2017). The growth rates from Woods & Poole Economics Inc. employment projections were used in the 2018-2038 projections.

[4] Consultant Estimate

[5] CAGR = Compound Average Growth Rate

This Forecast utilized population, income (in the form of Per Capita Personal Income - PCPI), and employment statistics as the independent socioeconomic variables. Historical data was obtained from the U.S. Department of Commerce, Bureau of Economic Analysis. Projections of population and employment were calculated using growth rates from Woods & Poole Complete Economic and Demographic Data Source (CEDDS) 2017. Forecasts of PCPI were created using regression analysis.

The Socioeconomic Regression Analysis was used in forecasting based aircraft at EBG. The R^2 statistics (coefficient of determination) are used to gauge the significance of the regression. An R^2 of 0 means there is no statistical correlation between the independent and dependent variables. R^2 values near 1 indicate a significant relationship or trend.

TREND ANALYSIS

Trend projections use historical data to formulate predictions of future activity. For this study, two trend analysis methods were used to project baseline aviation activity: double exponential smoothing and least squares linear trending.

The exponential smoothing process produces projections by combining the forecast for the previous period with an adjustment for past errors. It is desirable to correct for past errors when the error has resulted from changes in the trend. In this case, correcting for past errors will put the forecast back on track. Exponential smoothing is appropriate when the time series contains a linear trend.

The second trend method used was least squares linear trend. This method uses aviation activity regressed against time to produce a projection. No assumptions about the causes of trends are included in the trend analysis projections.

2.4 GENERAL AVIATION DEMAND FORECASTS

General aviation is defined as all civil aviation not classified as commercial or military. Forecasts of aviation demand can be developed for a variety of activity indicators. EBG's primary demand elements revolve around existing and future general aviation activity. Activity indicators include the type and number of aircraft operations, along with the number of aircraft based at the Airport. Other important elements are derived from these basic indicators. These different elements include:

- Based Aircraft Forecast
  - Based Aircraft Fleet Mix
- Annual Aircraft Operations
  - Total Annual
  - Local Versus Itinerant
  - Fleet Mix
  - Peak Period (Monthly, Daily, Hourly)
- Annual Instrument Approaches
- Critical Aircraft (Largest to use the Airport regularly)
- General Aviation Enplaned Passengers

At South Texas International Airport, general aviation accounted for 91.8 percent of all aircraft operations while the military conducted 8.2 percent of operations in 2018. Forecasts of general aviation activity are presented in the following sections.

BASED AIRCRAFT FORECAST

A based aircraft is an aircraft that is operational and air worthy and based at the facility for a majority of the year. To generate the historical data for based aircraft, data from the Terminal Area Forecast (TAF) and discussions with Airport Management concerning a census of existing based aircraft were used.

Figure 2-1 presents a graphic illustration of the based aircraft growth trends since 2011. Historical based aircraft data obtained from Airport management has been relatively flat, with some

fluctuations over the past eight years. The TAF, on the other hand, shows historical based aircraft fluctuating and growing significantly between 2011 and 2014.

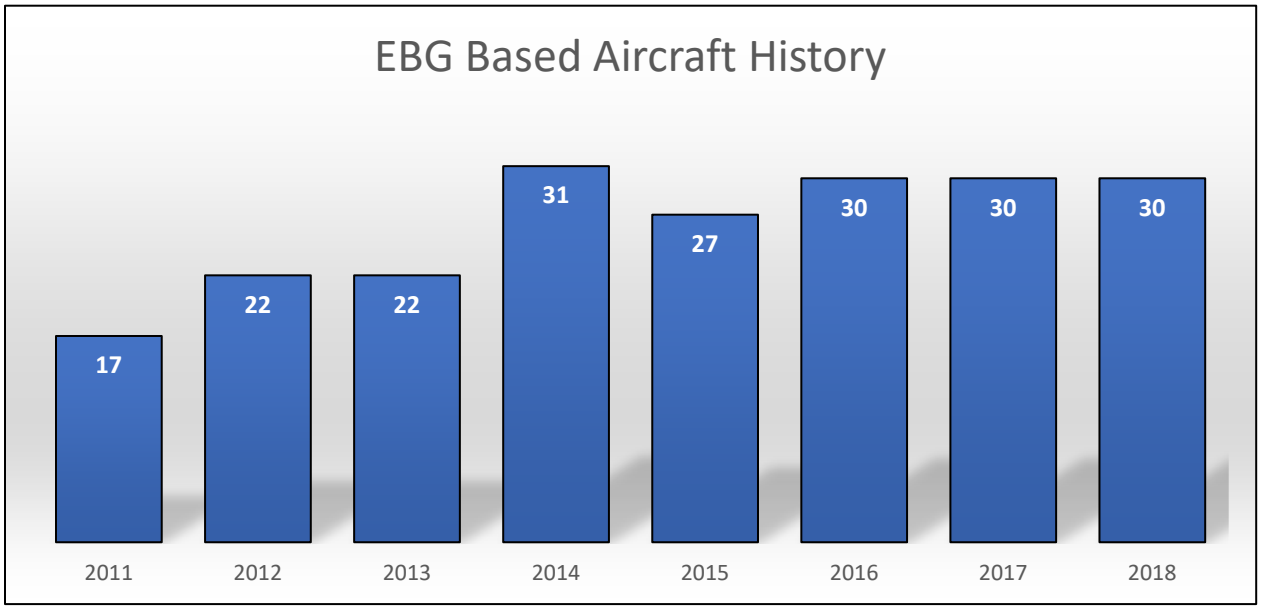


Figure 2-1 - Based Aircraft History

Table 2.3 presents a summary of the eight projections of based aircraft demand for EBG. Also presented are the regression R^2 values for each projection. The Constant Market Share Projection of demand predicts the number of based aircraft if the service area keeps pace with national growth trends.

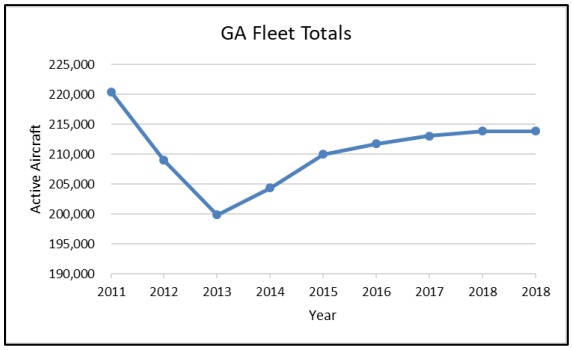


Figure 2-2 - Decline in Us Active Aircraft

With declines in the US Active Fleet, shown in Figure 2-2, and growth projections of only 0.086 percent per year, the constant market share projection yields the lowest number of based aircraft of all the projections with a total of 30 based aircraft by the year 2038. The Dynamic Market Share Projection used historical growth in market share to influence future projections, showing 36 based aircraft by the year 2038. Finally, the constant market share of local registered aircraft showed the highest growth of the three market share projections. This was due to the higher than average growth of registered aircraft in south Texas. This projection resulted in 44 based aircraft by the year 2038.

The Socioeconomic Regression Projections in Table 2.3 included population, employment, and income statistics from the counties in the service area. These projections resulted from the regression analyses between each indicator and based aircraft from 2011 through 2018. All three projections showed very high growth throughout the period. This is partly due to the very high population and job forecasts anticipated in the region.

The Trend Analysis Projection, like the Socioeconomic Regression Projections, examined the historical trend of based aircraft. The Trend Analysis methodology projected growth using Linear Trend Analysis (least squares) and Exponential Smoothing Analysis (Table 2-3).

The various projections of based aircraft at EBG in **Table 2.3** show there is a wide range between high and low projections. To select a preferred forecast, a systematic process that incorporated statistical methods with intuitive judgment was used. The analytical method first examined the equational statistics for each projection. In this regard, the R^2 statistic did not rule out any of the projections, as they were all above 0.64, meaning that the statistics are correlated above the threshold level of significance.

Table 2.3
Forecast of Based Aircraft

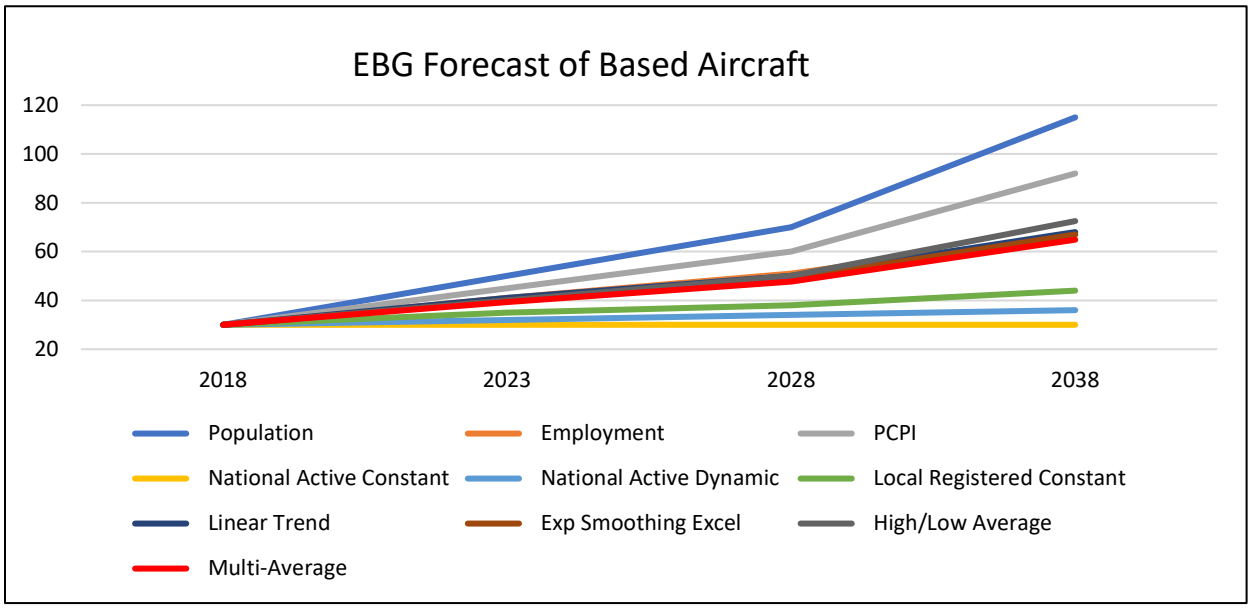
Projection/Forecast	2018	2023	2028	2038	R^2	CAGR
Socioeconomic						
Population	30	50	70	115	0.74	6.9%
Employment	30	41	51	67	0.75	4.1%
PCPI	30	45	60	92	0.78	5.8%
Market Share						
National Active Constant	30	30	30	30		0.0%
National Active Dynamic	30	32	34	36		0.9%
Local Registered Constant	30	35	38	44		1.9%
Trend Analysis						
Linear Trend	30	41	50	68	0.73	4.2%
Exp Smoothing Excel	30	40	49	67		4.1%
Preferred Forecast						
High/Low Average	30	40	50	73		4.5%
Multi-Average	30	39	48	65		3.9%
Selected Forecast	**30**	**39**	**48**	**65**		**3.9%**

Source: Consultant forecast estimates

The Exponential Smoothing projection was within one based aircraft of the Linear Trend Projection for all forecast years. The trend projections were mid-range between the Market Share and the Socioeconomic projections.

The Derived Projections are simply derivatives of the other existing projections. For example, the High/Low Average is the average of the highest and lowest viable projections. The Multiple Average is the average of all viable projections. As shown, these Derived Projections produce mid-range estimates of demand. Both derived projections were above the Constant Market Share projection, (meaning that the based aircraft totals at EBG are anticipated to grow faster than the U.S. trend).

The Selected Forecast considered each of the projections as a possible forecast for based aircraft at the airport. It was believed that the High/Low Average was too optimistic, given the national growth trends, which tend to be flat. The Multi-Average projection, however, included the influence of all the factors – historical growth, national growth (or lack thereof), and socioeconomic increases. Also, because of the possibility of EBG picking up market share from nearby McAllen International, the Multi-Average projection was selected as the preferred based aircraft forecast. As shown, based aircraft are anticipated to grow from 30 in 2018 to 65 by the



year 2038 - a 3.9 percent annual growth rate. **Figure 2-3** shows the based aircraft projections in graphic form (the Multi-Average preferred projection is in red).

Figure 2-3: Based Aircraft Projections

BASED AIRCRAFT FLEET MIX

An aircraft fleet mix refers to the characteristics of a population of aircraft. General aviation aircraft are classified regarding specific physical traits such as aircraft type (whether fixed wing or rotorcraft), their weight, and number and type of engines. Aircraft having dissimilar physical and operating traits require varying types and amounts of airport facilities. For this reason, it is important to estimate the type of aircraft that will be operating and based at EBG.

In the forecasting process, the based aircraft fleet mix is used as one component to help determine operational fleet mix forecasts. It is also used to help determine the future runway design category. Fleet mix categories included: single engine, multi-engine, turbojet, rotorcraft, and "other." The current fleet mix was taken from the most recent FAA Form 5010 Master Record.

Projection of the fleet mix involved the consideration of the effects of the national trends in aircraft manufacturing, and the service area registered aircraft fleet mix. **Table 2.4** shows the forecast in tabular form for the 20-year period.

Table 2.4 US Active Fleet Mix Forecast						
Year	SE	ME	Jet	Rotor	Other	Total
2016	164,311	18,169	23,530	10,577	4,986	221,573
2017	165,212	17,933	23,505	10,805	5,025	222,480
2018	165,667	17,768	23,585	11,030	5,050	223,100
2023	162,497	17,503	25,245	12,125	5,045	222,415
2028	158,354	17,696	27,990	13,235	5,060	222,335
2038	152,387	18,658	35,050	15,785	5,065	226,945
CAGR	**-0.4%**	**0.2%**	**2.0%**	**1.8%**	**0.0%**	**0.1%**

Source: FAA Aerospace Forecast 2018-38
Legend: SE = Single Engine; ME = Multi-Engine; CAGR: Compound Annual Growth Rate (2018-2038)

The decline in single engine aircraft nationally will be reflected in EBG as a much slower growth than the other categories of aircraft. In essence, the based fleet will be moving toward a more sophisticated, larger, business-type aircraft mix. **Table 2.5** presents the forecast of based aircraft fleet mix anticipated for EBG. As shown, the single engine aircraft projection will grow from the existing 23 to 41 by 2038. It is anticipated that the Airport will attract at least 5 based jets by the end of the period. Because of the presence of DPS, there is a steady growth anticipated for based helicopters over the planning period as well.

Table 2.5 EBG GA Based Aircraft Fleet Mix						
Year	Single	Multi	Jet	Helicopter	Other	Total
2017	23	1	0	6	0	30
Forecast						
2023	28	2	1	8	0	39
2028	33	3	2	10	0	48
2038	41	5	5	12	2	65
CAGR	**2.93%**	**8.38%**	**11.33%**	**3.53%**	**NA**	**3.94%**

Source: Historical data from Airport Management Records, Forecast from Consultant estimates

ANNUAL GENERAL AVIATION OPERATIONS FORECAST

An aircraft operation is defined as either a takeoff or a landing. A takeoff and landing are considered two operations. The annual general aviation operations forecast was derived for both local and itinerant operations using an operations-per-based-aircraft (OPBA) ratio. By definition, local operations are performed by aircraft that operate within the local traffic pattern or within sight of an airport. They can also be assigned to aircraft arriving or departing from local practice areas within 20 miles of an airport. Local operations are associated with pilot training. Itinerant operations, on the other hand, are all other aircraft operations other than local operations.

For this study, historical TAF operations counts were used to develop initial OPBA ratios. These ratios were then adjusted, using Airport Management records, which showed DPS helicopter

operations made up 50 percent of total operations. These helicopter missions often fly more than 20 miles from the Airport and take longer than 30 minutes. As such, the percentage of itinerant operations was boosted in the forecast. **Table 2.6** presents the forecast of local and itinerant operations at EBG.

Growth in the overall level of general aviation operations is expected to occur as a natural outgrowth in the number of based aircraft, business use, and use of the Airport by DPS. The results of the general aviation operations forecast show a growth from 3,800 operations in 2018 to 16,250 operations in 2038.

Table 2.6
Forecast of Local and Itinerant General Aviation Operations

	Based	Local		Itinerant		Total	
Year	Aircraft	Ops	OPBA	Ops	OPBA	Ops	OPBA
2012	22	1,800	82	3,000	136	4,800	218
2013	22	1,800	82	3,000	136	4,800	218
2014	31	3,200	103	600	19	3,800	123
2015	27	3,200	119	600	22	3,800	141
2016	30	3,200	107	600	20	3,800	127
2017	30	3,200	107	600	20	3,800	127
2018	30	3,200	107	600	20	3,800	127
Forecast							
2023	39	3,900	100	1,950	50	5,850	150
2028	48	4,800	100	4,800	100	9,600	200
2038	65	6,500	100	9,750	150	16,250	250
CAGR	3.9%	3.6%	-0.3%	15.0%	10.6%	7.5%	3.5%

Source: Historical Data from Terminal Area Forecasts. Forecast from Consultant estimates.

GA OPERATIONAL FLEET MIX

The operational fleet mix forecast presents a breakdown of aircraft operations by aircraft type. **Table 2.7** presents the forecast of operational fleet mix for general aviation aircraft using the EBG. The operational fleet mix forecast was developed using information from Airport Management on the types and uses of different aircraft at the Airport. These baseline usage percentages were forecast into the future using the based aircraft fleet mix forecast and the projections of local and itinerant operations.

Table 2.7 Forecast of General Aviation Operational Fleet Mix						
Year	Single	Multi	Jet	Helicopter	Other	Total
2018	1,449	83	538	2,070	0	4,140
Forecast						
2022	1,740	117	761	2,925	0	5,850
2027	2,377	480	1,248	4,320	0	9,600
2037	2,858	975	2,925	6,500	163	16,250
CAGR	3.4%	13.1%	8.8%	5.9%	NA	7.1%

Source: Airport Management records for base year. Consultant estimates for forecast years.

GA OPERATIONAL PEAKING CHARACTERISTICS

Since a number of the airport's facility needs are related to the levels of activity during peak periods, forecasts were developed for general aviation peak month, peak day, and peak hour operations. Because the Airport has no Air Traffic Control Tower, peak period operations had to be estimated using industry planning estimates. These estimates were applied to future years to provide a comprehensive forecast of general aviation operational peaking characteristics. Table 2.8 presents the forecast of peak hour and peak month operations at EBG.

Table 2.8 Forecast of General Aviation Peak Period Operations				
Year	Annual GA Operations	GA Peak Month Operations	GA Peak Day Operations	GA Peak Hour Operations
2018	4,140	380	18	6
Forecast				
2023	5,850	536	26	8
2028	9,600	880	43	11
2038	16,250	1,490	72	15
CAGR	7.1%	7.1%	7.1%	4.7%

Source: TAF data for 2018. Forecast - Consultant estimates

It is likely that historical peak hour operations are higher than that listed for 2018, as a result of touch and go operations from pilot training. However, the relationship between the peak day and peak hour operations at low activity airports such as EBG typically ranges from 30 percent to 20 percent (lower percentages as the daily activity increases).

ANNUAL INSTRUMENT APPROACH FORECAST

There is not Air Traffic Control Tower at EBG. For this reason, data concerning instrument approaches is not kept. Instead, assumptions about the instrument operations activity at EBG were made. In this regard, it was assumed that the likelihood of using IFR flight plans to fly to EBG was much less than flying to a towered general aviation airport located under controlled airspace. For example, at towered general aviation airports such as Sugar Land Regional, 33 percent or one third of total operations are flown using IFR flight plans. For EBG, it was assumed that at least 15 percent

of total operations are flown using IFR flight plans. This seems reasonable, given the high usage of the Airport by DPS.

The forecast of annual instrument approaches (AIAs) provides further guidance in determining requirements for the type, extent, and timing of future navigational aid (NAVAID) equipment. Instrument approaches occur when instrument flight rules (IFR) operations are conducted during instrument meteorological conditions (IMC), which exist whenever the cloud ceiling is at or below 1,000 feet and/or visibility is lower than 3 miles. Many IFR operations occur in clear weather.

Table 2.9 summarizes the forecast of annual instrument approaches at EBG throughout the planning period. The forecast was developed by using the relationship between total operations, instrument operations, instrument approaches, and IMC percentage of time (assumed at 10.0%). In 2018, total instrument operations were assumed to be 15 percent of total operations. IFR approaches during all weather conditions are one half of total operations (departures make up the other 50 percent). IMC conditions at EBG exist approximately 10.0 percent of the time. This factor was used to reduce IFR approaches to those actual instrument approaches conducted at the EBG.

Table 2.9
Forecast of Annual Instrument Approaches

Year	Total Operations	Instrument Operations	Instrument Approaches	Instrument Approaches in IMC Conditions
2018	4,140	621	311	31
Forecast				
2023	5,850	878	439	44
2028	9,600	1,440	720	72
2038	16,250	2,438	1,219	122

Forecast: Consultant estimates

CRITICAL AIRCRAFT DETERMINATION

The critical aircraft is the most demanding aircraft type, or grouping of aircraft with similar characteristics, that make regular use of the airport. Regular use is 500 annual operations, including both itinerant and local operations but excluding touch-and-go operations. An operation is either a takeoff or landing.

The existing design standards for the Airport are listed on the Airport's current Airport Layout Plan (ALP) as Airport Reference Code (ARC) B-II. The Airport's Design Aircraft is a Beech King Air B200. The B-II category also includes small to medium jet aircraft such as the Cessna Citation II or Citation V. Discussions with Airport management indicate the Beech King Air B200 will continue to be the existing Design Aircraft. For the future, Airport management has indicated that the Airport is used occasionally by business jet aircraft such as the Gulfstream V, Challenger 601, and the Dassault Falcon 6X. However, none of these larger business jets have a combined total of 500 operations per year.

With a forecast of 5 based business jets by the year 2038, it is anticipated that at least 2 of the jets will be C-II aircraft, such as the Cessna Citation X or its replacement, the Cessna Longitude. Although the forecast of jet operations for each of the forecast years is higher than 500, it is assumed that the C-II aircraft critical amount will not occur until the third phase. Until then, the Airport's ARC will remain B-II. This forecast does not change the existing current or future critical aircraft designation at the Airport. Instead, it confirms them, using new forecast data.

GENERAL AVIATION ENPLANEMENTS

Forecasts of annual general aviation enplaned passengers can be used by Airport Management and FBOs to determine the need for such landside facilities as the general aviation terminal building sizes and the amount of automobile parking areas and access roads. This activity indicator is often ignored due to the lack of historical data.

For this projection, Air Taxi operational data (which is recorded by FAA) was separated from the other itinerant general aviation operations. The standard estimate of aircraft occupancy (2.5 per itinerant departure) was doubled for these large aircraft to 5.0. For the smaller general aviation aircraft operations, the 2.5 number was used, however, it was assumed that only half (50 percent) of small general aviation itinerant departures were true transients, needing terminal services. Table 2.10 shows the projected number of general aviation enplanements, which include the corporate/air taxi plus smaller general aviation aircraft population.

Table 2.10
Forecast of General Aviation Enplanements

Year	Itinerant GA Ops	Itinerant GA Deps	Enplanements/Dep	Enplanements*
2018	940	470	2.5	1,200
Forecast				
2023	1,950	975	2.5	2,400
2028	4,800	2,400	2.5	6,000
2038	9,750	4,875	2.5	12,200

Source: Consultant estimates based upon average occupancy times aircraft departures. * Totals are rounded to nearest 100.

2.5 MILITARY AVIATION OPERATIONS

Military activity shows little or no correlation to community socioeconomic data or other recognized air traffic indicators. The level of military operations is a function of Department of Defense Policy and Congressional funding. Therefore, it is difficult to accurately predict the level of activity for EBG. Over the past 5 years, military operations at EBG have been reported at 340 operations per year. Given the closeness of the Airport to the border, the plans of the Coast Guard to evacuate their coastal base inland to EBG, and higher military funding, it is anticipated that military use of EBG will grow in the future. For this forecast, a 5 percent annual growth rate was assumed. Table 2.11 presents the existing and forecast military activity at EBG.

Table 2.11 EBG Forecast of Military Operations			
Year	Itinerant Military Operations	Local Military Operations	Total Military Operations
2018	340	0	340
Forecast			
2023	430	0	430
2028	550	0	550
2038	900	0	900

Source: TAF historical operational data. Consultant estimates for future years.

MILITARY OPERATIONAL PEAKING CHARACTERISTICS

Estimates of peaking characteristics of military operations at EBG were developed using assumptions about military usage of the Airport. At other general aviation airports heavy military usage typically occurs during natural disasters. This could occur at EBG. Or, border operations could result in peak usage during a compressed window. Table 2.12 presents the forecast of peak hour and peak month military operations at EBG.

Table 2.12 EBG Forecast of Military Peak Period Operations				
Year	Annual Military Operations	Military Peak Month Operations	Military Peak Day Operations	Military Peak Hour Operations
2018	340	37	4	2
Forecast				
2023	430	47	5	3
2028	550	60	6	4
2038	900	98	10	6

Source: TAF historical operational data. Consultant estimates for future years.

2.6 SUMMARY OF FORECAST DEMAND

Table 2.13 presents a summary of the aviation demand forecasts for South Texas International Airport. These forecasts are considered reasonable and achievable and will be used throughout the master plan to help in the development of facility requirements and the identification of alternatives.

Table 2.13
EBG Summary of Aviation Activity, 2018-2038

Item	2018	2023	2028	2038	2018-2023	2018-2028	2018-2038
	Base Year	Base Yr. + 5yrs.	Base Yr. + 10yrs.	Base Yr. + 20yrs.	Base yr. to +5	Base yr. to +10	Base yr. to +20
Total GA Enplanements	1,200	2,400	6,000	12,200	14.9%	38.0%	59.0%
GA Operations							
Itinerant Operations							
General Aviation	600	1,950	4,800	9,750	26.6%	51.6%	74.7%
Military	340	430	550	900	4.8%	10.1%	21.5%
Local Operations							
General Aviation	3,200	3,900	4,800	6,500	4.0%	8.4%	15.2%
Military	-	-	-	-			
Total Operations	**4,140**	**6,280**	**10,150**	**17,150**	**8.7%**	**19.6%**	**32.9%**
OPBA	138	165	211	264	3.7%	8.9%	13.8%
Instrument Approaches*	31	44	72	122	7.2%	18.4%	31.5%
Based Aircraft							
Single Engine	23	28	33	41	4.0%	7.5%	12.3%
Multi Engine	1	1	3	5	0.0%	24.6%	38.0%
Jet	-	1	2	5	N/A	14.9%	38.0%
Rotorcraft	6	8	10	12	5.9%	10.8%	14.9%
Other	-	-	-	2	N/A	N/A	N/A
Total Based Aircraft	**30**	**38**	**48**	**65**	**4.8%**	**9.9%**	**16.7%**
GA Peaking Characteristics							
Peak Month Operations	380	536	880	1,490	7.2%	18.3%	31.5%
Peak Day Operations	18	26	43	72	7.2%	18.3%	31.5%
Peak Hour Operations	6	8	11	15	5.9%	12.9%	20.1%
Military Demand							
Military Operations	340	430	550	900	4.8%	10.1%	21.5%
Military Peak Hour Ops	2	3	4	6	11.8%	17.4%	23.9%

* Estimated amounts

COMPARISON WITH FAA TERMINAL AREA FORECASTS

A comparison of this Airport Layout Plan Update forecast to the FAA's 2018 Terminal Area Forecast (TAF) is presented in **Table 2.14** and **Table 2.15**. The graphs of these comparisons are shown below each table. As shown, the FAA's 2018 Terminal Area Forecast has zero growth for based aircraft and operations. In contrast, the master plan forecasts a 3.9 percent yearly increase in based aircraft and 7.4 percent increase in operations over the period.

Justification for these differences include the following:

- A zero-growth forecast for the TAF often means that no forecast has been prepared.
- Because the low forecast numbers of based aircraft and operations are below the threshold of significance for a general aviation airport (100,000 operations), they do not have to be within 10 to 15 percent of TAF forecasts over the planning period.
- The extremely low existing operations numbers will magnify any growth percentages. In this case, a forecast of under 18,000 annual operations shows a difference of 314 percent, relative to the TAF. Even though these are large percentage variances, the operations forecast numbers themselves are reasonable and actually low for an airport such as EBG.
- There will be no appreciable impact to the airspace system in the area because of the low number of aircraft operations.

Table 2.14
Comparing Airport Planning and TAF Forecast of Based Aircraft

Based Aircraft	Year	Airport Forecast	TAF	(% Difference)
Base yr.	2018	30	30	0%
Base yr. + 5yrs.	2023	39	30	30%
Base yr. + 10yrs.	2028	48	30	60%
Base yr. + 15yrs.	2033	57	30	90%
Base yr. + 20yrs.	2038	65	30	117%
CAGR		**3.9%**	**0.00%**	

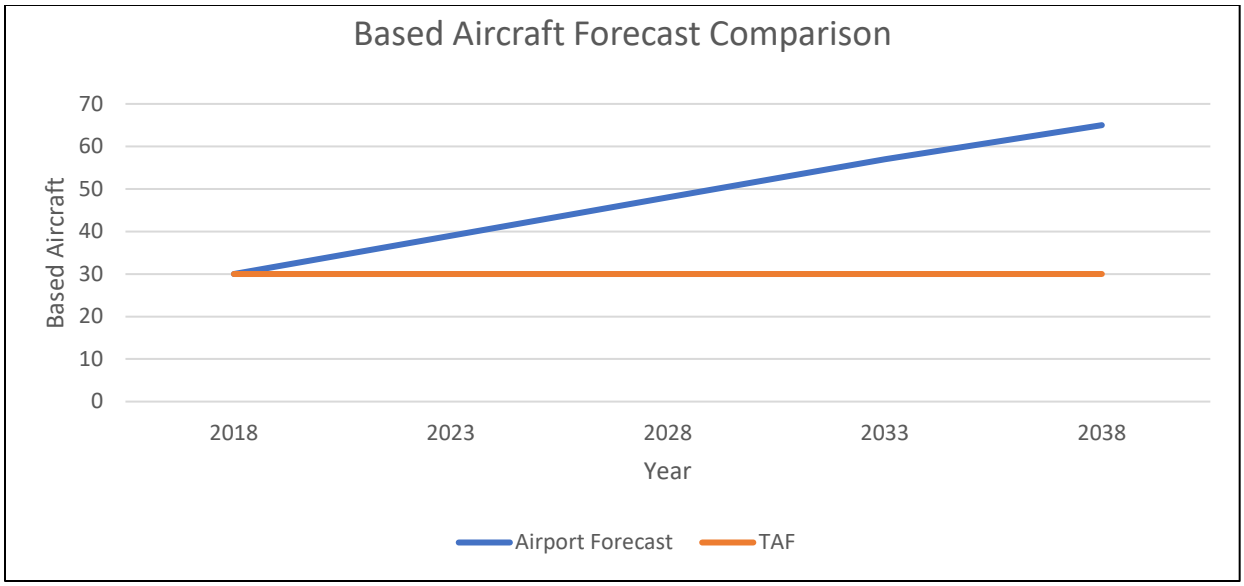


Figure 2-4 - Comparison of Based Aircraft Forecasts

Table 2.15
Comparing Airport Planning and TAF Forecast of Operations

Operations	Year	Airport Forecast	TAF	(% Difference)
Base yr.	2018	4,140	4,140	0%
Base yr. + 5yrs.	2023	6,280	4,140	52%
Base yr. + 10yrs.	2028	10,150	4,140	145%
Base yr. + 15yrs.	2033	13,650	4,140	230%
Base yr. + 20yrs.	2038	17,150	4,140	314%
CAGR		**7.4%**	**0.0%**	

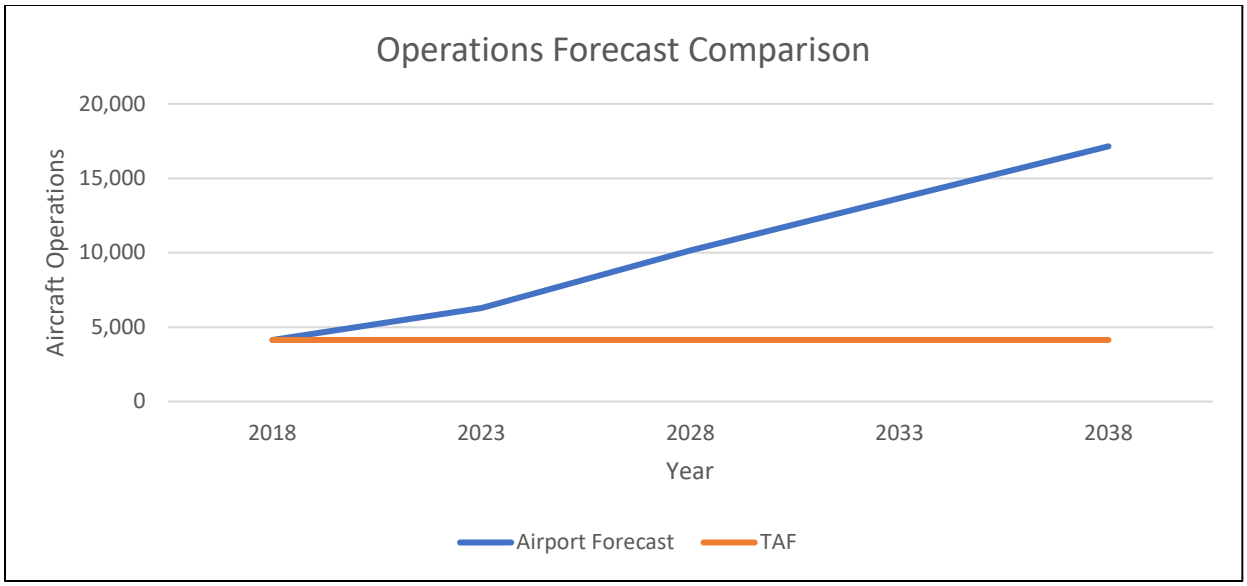


Figure 2-5 - Comparison of Operational Forecasts



FACILITY REQUIREMENTS

3. FACILITY REQUIREMENTS

This ALP Update provides a strategic new set of capital improvement projects for the next 20 years and beyond. The existing and ultimate facilities to support demand and critical design aircraft types are identified for both the airside and landside at South Texas International Airport (EBG). Facility needs for EBG considered the following:

- Airfield Capacity Analysis
- Runway/Taxiway Requirements
- Electronic, Visual, and Satellite Aids to Navigation
- Airspace Requirements
- Landside Requirements
- DPS Requirements
- On-Airport Circulation Roadways
- Public Parking Facilities
- Aircraft Storage Facilities
- Aircraft Parking Apron (Based And Transient)
- Terminal Facilities
- Fuel Storage
- Airport Maintenance
- Non-Aviation Airport Property Identification

Predicated on the forecast, this analysis justifies and quantifies the amount of pavement, hangar storage, navigational aids, lighting, and runway length needed to meet the expectations of based aircraft and operational growth.

To adequately address the technical portion of the analysis, this work effort defined facility needs standards and then applied those standards to the forecast of demand to derive the resultant facility quantities and dimensions for EBG.

3.1 AIRFIELD CAPACITY ANALYSIS

Airfield capacity is the measure of acceptable limits or delays associated with a given set of airport facilities. The airfield capacity is subject to an FAA calculation methodology that quantifies three primary metrics:

- ***Hourly Capacity of the Runway System:*** The maximum number of aircraft operations that can take place on the runway system in one hour.

- *Annual Service Volume (ASV):* The annual capacity or the maximum level of annual aircraft operations that can be accommodated on the runway system with an acceptable level of delay.
- *Annual Delay:* The total amount of time per year that aircraft are delayed due to the operating environment at an airport.

The landside capacity, on the other hand, is based on the amount of facilities needed to accommodate aircraft and their occupants as they transition from flight operations to parking and aircraft storage. Components of landside capacity include:

- *Terminal Building Requirements:* Size and functional areas needed to accommodate pilots, passengers, and service employees at EBG.
- *Aircraft Storage (Hangars):* Number and size of conventional and T-Hangars needed to accommodate based and overnight aircraft.
- *Aircraft Apron Storage (Based/Itinerant Aircraft):* Size and configuration of aircraft aprons needed to store and move aircraft once they have transitioned from the runway and taxiway system.
- *Fuel Storage Requirements:* Location and size of storage tanks needed to adequately serve peak demand at EBG.
- *Auto Parking, Circulation, and Access Requirements:* Ground access requirements for auto access to EBG, including roadway access points and the size and location of parking areas.

The best way to express landside capacity constraints is to show the facilities needed to accommodate forecast demand. Thus, the second portion of the capacity analysis is included in the Facility Needs section, which addresses potential landside facility deficiencies in the future.

EBG AIRFIELD CAPACITY

Airfield capacity is defined as the maximum rate at which aircraft can arrive and depart an airfield within acceptable safety and time delay parameters. Airfield capacity is determined from an analysis of the airfield system (runways, taxiways, navaids, and lighting) and airport activity characteristics. It measures the number of aircraft that can be accommodated at an airport during a given period of time.

A variety of techniques have been developed for the analysis of airfield capacity. The current technique employed by the Federal Aviation Administration (FAA) and used in this study is described in FAA Advisory Circular 150/5060-5, *Airport Capacity and Delay*, with changes. For a single runway configuration such as EBG, the Advisory Circular suggests a long-range annual service volume of 230,000 operations. The lowest ASV for a single runway airport is listed at 195,000 operations.

On an hourly basis, the Advisory Circular indicates an operational capacity of 98 operations in visual meteorological conditions and 59 operations during instrument meteorological conditions. Because there is no air traffic control tower at EBG, these hourly capacities are actually much

lower. However, even if the hourly and annual numbers were cut in half, the forecast of operations at EBG (16,250 annual, 15 hourly in 2038) would only reach about 14 percent of the ASV and 15 percent of the hourly capacity. There are virtually no capacity-created delays in aircraft operations at EBG.

3.2 FACILITY NEEDS

Facility need standards refer to acceptable planning guidelines issued by the State, FAA, or other recognized industry authorities. These guidelines deal with airport improvements and are linked to increased aviation activity as it affects the role and service level of an airport. Development standards used in this analysis include the following improvement categories:

- Airport Reference Code
- Runways and Taxiways
- Airfield Design Standards
- Landside Facilities
- Non-Aviation Airport Property Identification
- U.S. Customs and Border Protection
- Miscellaneous

AIRPORT REFERENCE CODE

The Federal Aviation Administration (FAA) outlines design standards in FAA Advisory Circular (AC) 150/5300-13A, with runway pavements and associated safety areas delineated through the runway design code (RDC). Similarly, taxiway pavements and associated safety areas are defined by their taxiway design group (TDG). The RDC and TDG correlate the design and layout of an airport to the operational and physical characteristics of the critical/design aircraft. This directly influences safety criteria such as runway length, runway width, taxiway separation distances, building setbacks, required safety and object free areas.

An Airport Reference Code (ARC) is based on the characteristics of the most demanding aircraft, or group of aircraft (generally referred to as the "design aircraft") that regularly use the airport, with the term "regularly" defined as at least 250 takeoffs annually (500 annual operations). The ARC signifies the airport's highest Runway Design Code (RDC), minus the third (visibility) component of the RDC. The ARC is used for planning and design only and does not limit the aircraft that may be able to operate safely on the airport.

Table 3.1 presents a summary of the Airport Reference Code aircraft categories and their operating and dimensional characteristics. The ARC is represented by a letter and Roman numeral. The letter defines the approach category and is based on the approach speed, or 1.3 times the stall speed of the design aircraft. The Roman numeral, which indicates the design group, is based on the wingspan or the tail height of the design aircraft, whichever is more demanding.

From the Forecast of Aviation Demand (Chapter 2) completed for this study, the design aircraft for the initial phase of the proposed Airport is the Citation X (and the Citation Longitude, its replacement) or similar aircraft. These aircraft are classified as C-II in the ARC system.

Table 3.1
Airport Reference Code (ARC)

Aircraft Approach Category	Approach Speed	
A	Less than 91 knots	
B	91 knots or more but less than 121 knots	
C	**121 knots or more but less than 141 knots**	
D	141 knots or more but less than 166 knots	
E	166 knots or more	
Airplane Design Group	**Wingspan**	**Tail Height**
I	Up to but not including 49 feet	Up to but not including 20 feet
II	**49 feet up to but not including 79 feet**	**20 feet up to but not including 30 feet**
III	79 feet up to but not including 118 feet	30 feet up to but not including 45 feet
IV	118 feet up to but not including 171 feet	45 feet up to but not including 60 feet
V	171 feet up to but not including 214 feet	60 feet up to but not including 66 feet
VI	214 feet up to but not including 262 feet	66 feet up to but not including 80 feet

Source: FAA Advisory Circular 150/5300-13A

RUNWAY LENGTH AND WIDTH

Runway length requirements were taken from Figure 3-2 in FAA Advisory Circular: 150/5325-4B, *Runway Length Requirements for Airport Design*. Criteria from this reference were used to determine the optimum runway length for the proposed Airport. Inputs for the calculation involved the approximate runway elevation (75 feet) and mean maximum temperature (97 degrees Fahrenheit for the month of August). For several categories of typical small general aviation aircraft, the FAA has established formulas indicating the desirable runway length. For large aircraft, these data are available in performance charts provided by aircraft manufacturers. Using the family of aircraft like the Citation X and its replacement, the Citation Longitude, a runway length of 6,000 feet was estimated. This is 1,000 feet longer than the existing runway at EBG.

FAA AC 150/5300-13A delineates the requirements for runway width. At present, Runway 14-32 is 75 feet wide which meets the minimum runway width recommended for the existing RDC of B-II. Ultimately, the runway width will need to be widened to 100 feet to accommodate the minimum requirements for a C-II airport.

TAXIWAY REQUIREMENTS

For this Airport, a full parallel taxiway with at least five runway exits would be needed. Runway and taxiway dimensional requirements are outlined in FAA Advisory Circular: 150/5300-13A, Airport Design. For a C-II airport (with Category A, B, and C aircraft, and ¾-mile visibility

minimums), taxiways are required to be at least 35 feet in width. The runway-to-taxiway centerline separation guidelines for a C-II airport is 300 feet, and that would work for potential future ¾ mile visibility minimums. The existing runway to taxiway separation is 400 feet, which would allow lower visibility minimums or growth to accommodate aircraft with larger wingspans. Runways and taxiways should be constructed to accommodate aircraft weight-bearing loads of up to 60,000 pounds (single wheel) on a regular basis.

RUNWAY WIND COVERAGE

A significant factor in evaluating a runway's orientation is the direction and velocity of the prevailing winds. The commonly used measure of degree to which a runway is aligned with the prevailing wind conditions is the wind coverage percentage, which is the percent of time crosswind components are below an acceptable velocity. Essentially, this measure indicates the percentage of time aircraft within a particular design group will be able to safely use the runway. Current FAA standards recommend that airfields provide 95 percent wind coverage for each given RDC.

According to FAA AC 150/5300-13, for an RDC of ARC-A-I and B-I, a crosswind component of 10.5 knots is considered maximum. For an RDC of A-II and B-IIs, a crosswind component of 13 knots is considered maximum. Finally, for an RDC of C-I through D-III, a crosswind component of 16 knots is considered maximum. Because EBG is utilized by various ARC categories of aircraft regularly, the wind coverage analysis shows all three crosswind components.

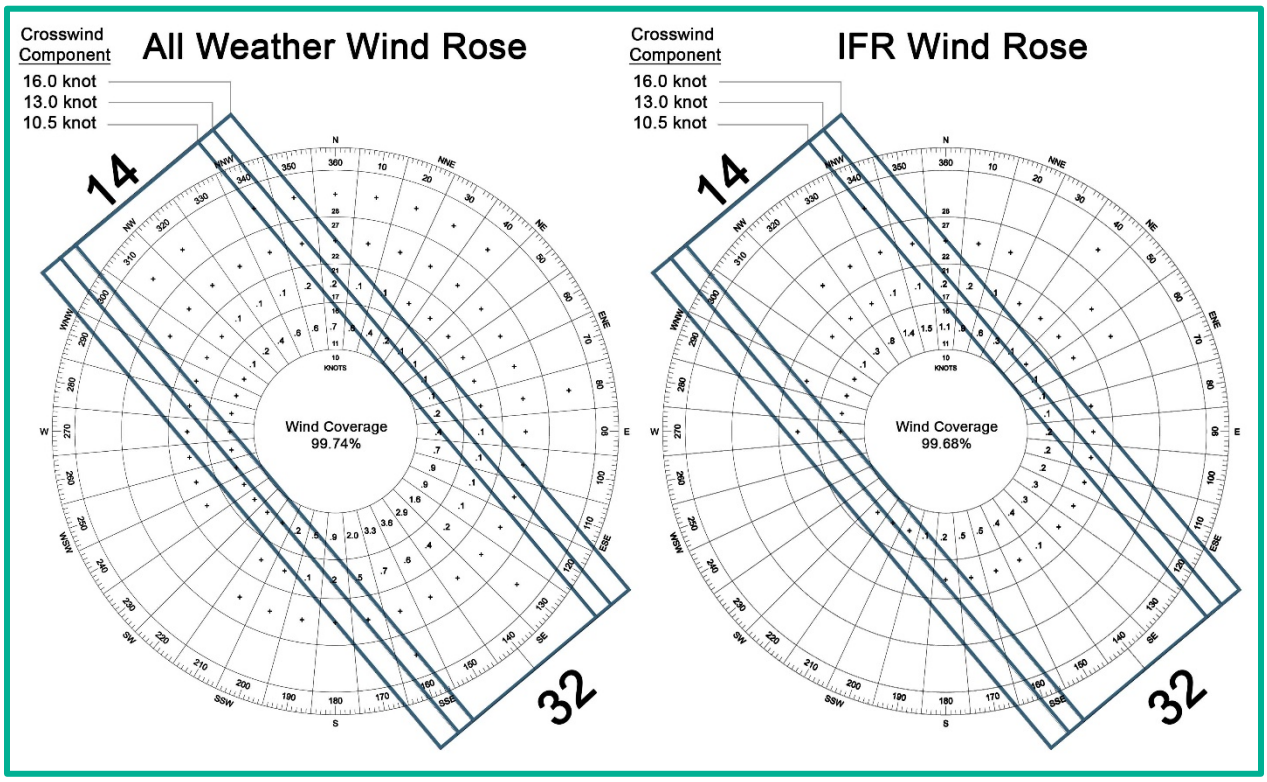
Wind data for EBG was obtained from the National Center for Environmental Information (NCEI) for the 10-year period from 2009 through 2018 at EBG. These were compiled into all weather and IFR wind roses presented in **Exhibit 3.1**. The wind roses show the percentage of time winds at the Airport originated from different directions at various velocities. These percentages were then analyzed based on runway orientation and can be seen in **Table 3.2**. All Weather Wind Coverage includes all ceiling and visibility conditions, while IFR Wind Coverage includes weather conditions with a ceiling of less than 1,000 feet and below three statue miles but greater than or equal to 200 feet and one statute mile.

Table 3.2
Runway Wind Coverage

All Weather Wind Coverage	Percent Coverage
10.5 Knot	96.58%
13.0 Knot	98.70%
16.0 Knot	99.74%
IFR Wind Coverage	**Percent Coverage**
10.5 Knot	97.28%
13.0 Knot	98.83%
16.0 Knot	99.68%

According to the runway wind analysis, the current runway alignment at the Airport meets the recommended 95 percent coverage in both all-weather and IFR conditions.

EXHIBIT 3.1: EBG WIND ROSES



Source: National Center for Environmental Information (NCEI)

3.3 AIRFIELD DESIGN STANDARDS

Compliance with airport design standards is required to maintain a minimum level of operational safety. The major airport design elements are established by FAA AC 150/5300-13A, *Airport Design* and Federal Aviation Regulations (FAR) Part 77, *Objects Affecting Navigable Airspace*, and should conform with FAA airport design criteria without modification to standards and apply separately to each runway or taxiway and its specific RDC/TDG designation.

RUNWAY SAFETY AREA

The runway safety area (RSA) is the surface surrounding the runway prepared or suitable for reducing the risk of damage to aircraft in the event of an undershoot, overshoot, or excursion from the runway. Based on FAA RDC B-II design standards for existing conditions, the RSA should extend beyond the end of the runway for 300 feet and be 150 feet wide the full length of the runway. In addition, a required length of 300 feet prior to the runway threshold is needed.

For the future, the RDC C-II design standards would require an RSA length of 1,000 feet beyond the end of the runway and be 500 feet wide the full length of the runway. The required length prior to the runway threshold for C-II design is 600 feet.

It should be noted that FM 490 crosses diagonally within 1,200 feet of the extended runway centerline on the north end. If a runway extension was implemented, it would likely be to the south in order to minimize any RSA issues to the north.

OBJECT FREE AREA

The object free area (OFA) is an area on the ground centered on a runway, taxiway, or taxilane centerline provided to enhance the safety of aircraft operations by having the area free of objects, except for objects that need to be located in the OFA for air navigation or aircraft ground maneuvering purposes.

Currently, RDC C-II standards indicate requirements for the OFA to be 800 feet wide and extend 1,000 feet beyond each runway end. Meeting the existing OFA standards for Runway 14-32 to the extent possible will be evaluated in the alternatives section of this study.

RUNWAY OBSTACLE FREE ZONE

The runway obstacle free zone (ROFZ) is a 3D volume of airspace above the established airport elevation which protects the operational transition of aircraft to and from the runway. The length of the ROFZ is fixed at 200 feet beyond the associated runway end, but the width is dependent upon the pavement strength, RDC, and visibility minimums associated with the instrument approach procedures associated with the runway. The ROFZ width requirement at EBG is 400 feet and the elevation of the ROFZ is equal to the closest perpendicular point along the runway edge.

HOLD-SHORT POSITION MARKINGS

The hold-short position markings indicate the entrance to the runway from a taxiway and the location where an aircraft is supposed to stop when approaching the runway and before proceeding onto the runway. They consist of four yellow lines - two solid and two dashed - spaced six inches apart and extending across the width of the taxiway or runway. At EBG, the hold lines will conform to RDC C-II standards, which require 250 feet of separation from the runway centerline.

BUILDING RESTRICTION LINE

The FAA no longer has fixed-distance standards for the Building Restriction Line location. Rather, the BRL is a line which identifies suitable building area locations on airports. It considers such things as runway protection zones, the appropriate OFAs and OFZs, NAVAID critical areas, areas required for TERPS, and air traffic control tower (ATCT) line of sight issues (at airports where ATCTs exist). At EBG, there are currently no buildings that violate the building restriction line. Typically, the closer development is to the Aircraft Operations Area (AOA), the more impact it will have on future expansion capabilities of the Airport. Future considerations for these will be examined in the alternatives section of this study.

RUNWAY APPROACH SURFACE

The runway approach surface is an imaginary surface that extends beyond each runway end with a defined slope requiring clearance over structures and objects beyond the runway threshold. The existing approach surface dimensions at EBG extend 10,000 feet from the end of the primary surface and expand outward uniformly to a width of 4,000 feet. Runway 14-32 has approach surfaces with 34:1 slopes. These are FAR Part 77 imaginary surfaces. Obstructions to the existing and future approach surfaces will be identified and depicted within the Airport Layout Plan (ALP).

RUNWAY PROTECTION ZONES

Runway protection zones (RPZs) are trapezoidal areas off the end of each runway that serve to enhance the protection of people and property on the ground in the event an aircraft lands or crashes beyond the runway end. RPZs underlie a portion of the approach closest to the airport. Many land uses are prohibited by FAA guidelines within these areas. However, these limitations are only enforceable if the RPZ is owned or controlled by the airport sponsor. Airport control of these areas is strongly recommended and is primarily achieved through airport property acquisition, but can also occur through easements or zoning to control development and land use activities.

When an RPZ begins at a location other than 200 feet beyond the end of runway, two RPZs are required, i.e., a departure RPZ and an approach RPZ. At EBG, the two RPZs overlap. The approach RPZ extends from a point 200 feet from the runway threshold, for a distance that depends on visibility minimums and aircraft approach category. The departure RPZ begins 200 feet beyond the runway end or, if the Takeoff Run Available (TORA) and the runway end are not the same, 200 feet beyond the far end of the TORA. The departure RPZ dimensional standards are equal to or less than the approach RPZ dimensional standards.

The existing RPZ approach dimensions for Runway 14 are 500’ x 700’ x 1,000’ and the existing RPZ approach dimensions for Runway 32 are 1,000’ x 1,510’ x 1,700’. For the future, Runway 14 approach RPZ dimensions will be 1,000’ x 1,510’ x 1,700’ to accommodate the ¾ mile visibility minimums. Not all the RPZ property is owned or controlled by EBG, as recommended by the FAA. Notably, FM 490 runs through the Runway 14 RPZ.

LIGHTING SYSTEMS AND APPROACH AIDS

Criteria for airport lighting systems and approach aids were developed for EBG using FAA standards as a basis. Currently, Runway 14-32 is equipped with medium intensity runway lights (MIRL). Runway pavement markings should follow requirements prescribed in FAA AC 150/5300-13A, *Airport Design*, and AC 150/5340-1L, *Standards for Airport Markings*. Runway 14-32 pavement has non-precision markings, which is consistent with the runway approaches.

Taxiway edge lights define the pavement limits of equipped taxiways. The standard for taxiway lighting is a medium intensity taxiway light (MITL) system with blue lenses for all taxiway sections and turning radii. At EBG, the taxiways are marked with green centerline lighting only. All paved

taxiways should be painted with standard taxiway markings as prescribed in FAA Advisory Circular 150/5340-1L, *Standards for Airport Markings*.

Runway end identifier lights (REIL) are typically installed along with threshold lights at each runway end and provide rapid and positive identification of the runway approach end. At EBG, REIL are listed as being located only on the Runway 14 end. Threshold lights are installed at each runway end.

Approach aids at EBG were recommended as follows:

- ***A Non-Precision Instrument Approach Aid:*** A Global Positioning System (GPS) non-precision instrument approach with vertical guidance was recommended as the least expensive method for including this capability. The current GPS approaches are RNAV on each runway end.
- ***Visual Guidance Slope Indicators (VGSI):*** Typical VGSI provide a system of sequenced colored light beams providing continuous visual descent guidance information along the desired final approach descent path to the runway touchdown point. Runways 14 and 32 are both equipped with PAPI-2 lamp housing systems. It should be noted that on both runway ends, the VGSI and the RNAV glidepath are not coincident.
- ***Rotating Beacon & Lighted Wind Indicator:*** EBG has a segmented circle with a lighted wind cone which is utilized as a standard wind indicator and airport traffic pattern delineator. In addition to this, EBG maintains a rotating beacon is used for visual airport identification during nighttime hours and inclement weather conditions.

3.4 LANDSIDE FACILITIES

This section describes the landside requirements needed to accommodate EBG's general aviation activity throughout the planning period. Areas of focus include the terminal building, hangars, aprons and tie-down areas, fuel storage facilities, automobile parking, as well as the various associated support facilities.

HANGARS

Hangar space requirements for EBG were based upon industry standards and experience with aircraft owner preferences in Texas. These take into account the weather and the relative value of each type of aircraft, and thus, the comparative importance of protecting that investment. For the end of the planning period (year 2038) hangar space requirements were calculated as follows in Table 3.3:

Table 3.3 Airport Hangar Space Requirement	
Percent of Aircraft Type	Type of Storage
100% of Jet Aircraft	Conventional Hangar
50% of Multi Engine Aircraft	Conventional Hangar
50% of Multi Engine Aircraft	T-Hangar/Box Hangar
90% of Single Engine Aircraft	T-Hangar
10% of Single Engine Aircraft	Apron Tie-Down

Conventional hangar space requirements assumed 8,000 square feet per based jet aircraft and 3,600 square feet per multi engine aircraft (including helicopters), while T-hangar units for single engine aircraft were assumed to average 1,200 square feet. Applying these standards to the forecast of based aircraft yielded the following hangar needs for the year 2038:

- Conventional Hangar Space: 70,600 square feet
- Box Hangar Units: 9 Units
- T-Hangar Units: 37 Units

Currently, the DPS has two hangars totaling 25,000 square feet. This is adequate for the current number of based helicopters and fixed wing aircraft used by DPS. However, for the future, some hangar expansion may be needed.

There are 21 aircraft located in hangars on the Airport. These include 2 DPS Hangars, 15 box hangars and four T-hangar units. For the future, an additional 25 T-hangar units are needed to satisfy demand. The Airport has a current hangar waiting list of 30 aircraft owners. The lack of hangars is the primary reason these aircraft are not based at EBG.

AIRCRAFT PARKING APRONS

Aircraft parking area requirements were calculated on the assumption that paved apron areas will be provided for all based general aviation aircraft not kept in hangars at EBG. This was estimated to be equivalent to 10 percent of all small single engine based aircraft throughout the planning period. A total of 350 square yards of apron per aircraft was used for planning the local apron requirement. By the year 2038, a total of 1,400 square yards of based aircraft parking apron will be needed.

In addition, itinerant apron area required to meet itinerant general aviation demand was estimated using an approach suggested by the FAA in Advisory Circular 150/5300-13A, *Airport Design*. This approach indicates that the area needed for transient aircraft parking will differ by airport, but principles should include an allowance for an appropriate amount of apron area per transient aircraft. For this analysis, it was assumed that 50 percent of the daily itinerant operations on a busy day (a busy day is 10 percent busier than the average day) will represent aircraft on the ground at any one time. Transient apron requirements for general aviation aircraft at EBG

indicated that 500 square yards per itinerant aircraft was a reasonable distribution. This will permit the accommodation of aircraft ranging from single engine piston aircraft to large multi-engine turboprops. Based upon forecast demand, a total of 6,000 square yards of transient apron will be needed by the year 2038.

A third apron area requirement comes from the development of conventional hangars. In this regard, a general rule is to include a hangar apron area that is the same size as the enclosed hangar floor. Thus, a large conventional hangar would have an apron area so that aircraft entering and exiting the building would have a location to maneuver or to be readied for flight. Based upon the hangar facility needs, a total of 7,800 square yards of aircraft hangar apron will be needed by the year 2038.

Using the planning standards described above, year 2038 aircraft parking apron areas were estimated. For local, transient, and hangar apron area, a total of 15,200 square yards of apron will be needed (136,800 square feet). The Airport currently has 201,000 square feet of apron area, most of which will suffice for the forecast facility needs. However, new hangars that are not located on existing apron areas will need to develop new hangar apron space.

TERMINAL SPACE

General aviation terminal building at EBG includes a 5,000 square foot building with public restrooms, flight planning area, meeting rooms, offices, and lobby. This space is currently sufficient, however, as activity grows in the future, additional space may be needed. The terminal building access is available 24/7.

LAND

EBG is situated on approximately 1,080 acres. This is entirely adequate for the existing size and classification of the Airport. While the minimum size of a C-II airport with 6,000 feet of runway is about 300 acres, the property has to be aligned with the property FAA dimensional standards. The dimensional standards for airside land requirements can be derived from FAA A/C 150-5300-13A (with Changes), *Airport Design*.

The size of the EBG Airport property is shaped so that all the parcels would not be needed for aeronautical purposes. This would permit the development of non-aviation land uses, assuming revenues produced from them would be funneled back into the Airport.

If the runway were to be extended by 1,000 feet to the south, there is enough property to accommodate the physical expansion. However, additional property may be needed for runway protection zones. This will be examined in the alternatives analysis.

AUTO PARKING

Auto parking space requirements are a function of the number of passengers, employees, and pilots expected to use an airport during the daily peak hour. At low to medium activity general aviation airports, planning standards indicate that roughly 1.3 auto parking spaces per total

number of peak day general aviation pilots and passengers is adequate. At EBG, this amounts to roughly 50 parking spaces. In addition, a minimum number of parking spaces is typically recommended to accommodate employees. At EBG, it is assumed 20 parking spaces will be needed for terminal area employees. Therefore, total terminal area parking spaces should be at least 70. Other parking near hangars will be needed to accommodate aircraft owners and DPS employees.

FUELING FACILITIES

EBG has a fuel farm with an above-ground 12,000-gallon Jet-A fuel tank and an above-ground 12,000-gallon AvGas tank. There is a 3,000-gallon Jet-A fuel truck, which is used to fuel jet aircraft and turbine helicopters. With a one-week refueling supply schedule, the Airport has a capacity of roughly 480,000 gallons per year for Jet-A (the highest use category). Historical fuel sales activity is presented in Table 3.4.

Table 3.4
Historical Fuel Sales

Year	100LL	Jet-A
2013-2014	29,909	209,607
2014-2015	22,956	277,410
2015-2016	21,641	272,387
2016-2017	26,515	200,795
2017-2018	30,624	119,257

Over half of the fuel sales are for DPS. Given the forecast of 16,250 operations by 2038, along with continued use by DPS, it is believed that there is adequate capacity for the existing fuel farm. If DPS were to make a decision to significantly increase activity at EBG, the fuel capacity issue would have to be revisited.

DPS FACILITY NEEDS

DPS currently has two large conventional hangars located at EBG. One hangar is 12,300 square feet and the other newer hangar is 18,000 square feet. Discussions with DPS indicate these two hangars will be adequate for their aircraft storage and maintenance needs for the near term. Over the next 20 years, the number of helicopters at EBG is anticipated to double. Hangar space needed by Phase 3 would include another 12,900 square foot building. This increase is already included in the forecast of conventional hangar needs and represents a subset of that total. Because this growth would be the result of policy decisions, there are no economic forecasts that can model this growth. It is assumed that any increase in mission will be accompanied by funding for additional facilities.

As mentioned, DPS is the largest fuel user at the Airport. For now, the fuel farm capacity is adequate. There has been talk about a training facility for DPS, which would require space off Airport property. That potential need is not addressed by this ALP update.

NONAVIATION PROPERTY IDENTIFICATION

Non-aviation property includes parcels that are not required for current or future aviation use. These parcels have not been identified or confirmed at this point in the ALP Update. It is anticipated that non-aviation Airport property will be identified as a part of the alternatives analysis, which is the next part of this study. Prior to any change in status, FAA approval would be needed.

U.S. CUSTOMS AND BORDER PROTECTION

There is a U.S. Customs and Border Protection (CBP) facility at EBG. The building is 5,000 square feet and serves pre-cleared flights from Mexico. CBP clearance is available Monday through Friday from 8:00 am to 4:00 pm on a User Fee basis at the Airport (with Overflight Exemption CBP Form 442). This capability provides options for international commerce and air traffic, particularly with the logistical proximity to Monterrey Mexico. The size and capacity of the CBP facility is adequate for the 20-year forecast period.

MISCELLANEOUS

Miscellaneous facilities that are important for EBG include the entrance road and perimeter fencing. The current entrance road requires several 90-degree turns in a relatively short distance (900 feet). Given the low forecast activity, the access road is sufficient for the current and future planning periods.

A perimeter fence is needed to enclose the entire Airport for both security and prevention of wildlife runway incursions. The existing Airport perimeter fence is combination of game fencing and hurricane fencing. In certain sections, the fence has been taken over by the elements, the passage of time, and vegetation. Improvements are needed in these sections.

3.5 SUMMARY OF FACILITY NEEDS

Table 3.5 presents a summary of the facility needs for EBG. As shown, the forecast of aviation demand indicates the need for an airport with a 6,000-foot runway, full parallel taxiway, and landside hangar and parking facilities.

Table 3.5 Summary of Facility Needs at EBG	
ITEM	Minimum 2038 Facility Need
Airport Reference Code	C-II
Runway Dimensions	6,000’ by 100’
Taxiway Dimensions	7,500’ by 35’
Pavement Load-Bearing Capacity	60,000 Pounds
Lighting Systems & Approach Aids	MIRL, GPS, VSI, Beacon
Conventional Hangar Space	70,600 Square Feet
Box Hangars	9 Units
T-Hangars	37 Units
Apron Area	15,200 Square Yards
Based Aircraft Apron	1,400 Square Yards
Itinerant Apron	6,000 Square Yards
Hangar Apron	7,800 Square Yards
Terminal Building Space	5,000 Square Feet
Land	1,080 Acres
Airfield	147 Acres
RPZs	98 Acres
Landside	50 Acres
Auto Parking	70 Spaces
DPS Hangars	43,200 Square Feet*
Miscellaneous	
Fuel Farm	12,000-gallon AvGas, 12,000-gallon Jet-A
Perimeter Fencing	25,000 Linear Feet
Entrance Road	900 Linear Feet

* Subset of total conventional hangar space.

Table Legend:

- MIRL: Medium Intensity Runway Lights
- GPS: Global Positioning System Approach
- VSI: Visual Slope Indicator
- RPZ: Runway Protection Zone



DEVELOPMENT CONCEPTS AND ALTERNATIVE ANALYSIS

4. DEVELOPMENT CONCEPTS AND ALTERNATIVE ANALYSIS

The previous chapter identified the airside and landside facility requirements needed to satisfy the forecast demand throughout the entirety of the planning period. Using the identified requirements, the following recommendations have been made to address how those requirements will be met using various development alternatives. This chapter will analyze the benefits and weaknesses associated with each alternative and provide a strategy for selecting a preferred airport development plan. Once selected, the preferred alternative will be implemented into the Airport Layout Plan (ALP) drawings.

The objective of this effort is to develop a balanced airside infrastructure and appropriate landside aircraft storage infrastructure to best serve the forecast aviation demands. Assessment of each alternative is grounded primarily in local, state, and federal planning standards, however, technical judgement must also be applied in order to determine the appropriate course of action, factors surrounding development and evaluation of design options should be assessed. These factors include:

- Develop a safety oriented and efficient aviation facility through compliance with Federal Aviation Administration (FAA) airport design standards and airspace criteria as defined in FAA Advisory Circular (AC) 150/5300-13A, *Airport Design*.
- The short- and long-term development cost of the defined alternatives.
- Compatibility with existing and proposed land uses, with respect given to zoning ordinances and neighboring off-airport uses.
- Compatibility with the short- and long-term range goals of the City of Edinburg and the Texas Department of Transportation.
- Minimization of environmental impacts on and off-airport.

Alternatives to be considered will include options for both airside and landside development.

4.1 FACILITY REQUIREMENTS SUMMARY

Facility requirements are intended to compare existing facilities with current safety standards as well as the demand for new or expanded facilities. The facilities previously outlined in Chapter 3 have provided the baseline to determine the feasibility to accommodate various alternatives. In addition, airfield demand/capacity, airside facility requirements, and landside capacity have all been evaluated during the selection of alternatives. Furthermore, two main standards are taken into account when evaluating facility requirements. First, alternatives must meet the design requirements established by the current and future Airport Reference Code (ARC) and second, standards identified in FAA Advisory Circular 150/5300-13A, *Airport Design* must be met.

To meet future facility requirements, South Texas International Airport must make provisions to accommodate future operations. The demand for additional facilities was calculated in the previous chapter and can be summarized by examining forecast-based aircraft and operations.

1. Based Aircraft – EBG currently accommodates 30 based aircraft; this number is expected to increase to as much as 65 by 2038. **(Table 4.1)**
2. Operations – In 2018, EBG had 4,140 aircraft operations; this is expected to rise to as much as 17,150 by 2038. **(Table 4.1)**

Table 4.1
Projection of Activity Summary

	Existing	2023	2028	2038
Based Aircraft				
Single-Engine	23	28	33	41
Multi-Engine	1	1	3	5
Jets	-	1	2	5
Rotorcraft	6	8	10	12
Other	-	-	-	2
Total	**30**	**38**	**48**	**65**
Operations				
Single-Engine	1,449	2,477	4,102	6,587
Multi-Engine	83	117	480	975
Jet	538	761	1,248	2,925
Rotorcraft	2,070	2,925	4,320	6,500
Other	0	0	0	163
Total	**4,140**	**6,280**	**10,150**	**17,150**

AIRSIDE REQUIREMENTS

Airfield facilities include infrastructure that interacts with the arrival and departure of aircraft as well as their subsequent movement around the airfield to parking and storage areas. Areas of focus include runway/taxiway dimensions, aprons, navigational aids (NAVAIDS), landing aids, and dimensional standards. These criteria are taken into account during the development of the airside alternatives.

The following airside improvements outlined in **Table 4.2** were recommended in the previous chapter and are intended to meet future design requirements as well as enhance the efficiency of the airfield. Each of the proposed alternatives will incorporate these improvements while ensuring compliance with FAA Airport Design standards.

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Table 4-2
Summary of Facility Requirements

Facility	Planning Period Requirements	Justification
Airport Reference Code	Future (intermediate-term) – Retain B-II; Ultimate (long-term) – C-II	Safety and Capacity
Runway 14/32 Dimensions	Future extension of 1,000' feet south (6,000' x 75'); Ultimate extension 1,641' south and 25' increase in width (7,641' x 100')	Capacity. Accommodation of medium to large business jets and associated balanced field length requirements.
Parallel Taxiway	Extend parallel taxiway to coincide with the runway extension.	Capacity. Maintain a safe operating environment
Pavement Strength	60,000 Pounds.	Capacity
Runway / Taxiway Lighting	Maintain and upgrade MIRL as needed. Install and /or upgrade taxiway lighting as necessary. Replace existing VASI with PAPI-4L	Safety and Capacity. Maintain a safe operating environment for operating during times of IMC conditions.
Hangar Space	A variety of hangars will be necessary during the planning period and will vary depending on size and market needs.	Terminal/Revenue enhancement. This will accommodate the forecasted based aircraft number. If demands exceed the forecasted numbers, additional hangars should be built as needed for future tenants.
Aircraft Parking Apron	Terminal aircraft parking is inadequate to accommodate the needs of aircraft visiting and operating at the airport.	Capacity. Construction of additional terminal apron area will enhance the capability of the airport to attract and retain business aircraft.
Terminal Building Space	It is recommended that the Terminal Building be expanded to 5,000 square feet to accommodate the forecast demand at the airport.	Capacity. Construction of additional terminal space will enhance the capability of the airport to attract users.
Parking	Auto parking affiliated with the General Aviation Terminal will need to be expanded.	Access. As new hangars are constructed, parking should be added to accommodate new tenants.
NAVAIDs	The current approaches are sufficient.	Capacity. As larger jet aircraft continue to utilize the airport, lower approach minimums will increase the ability of the airport to serve these customers.
Fuel	The current fuel capacity of the airport is sufficient.	Terminal/Revenue enhancement. Should DPS continue to expand, the need for more fuel storage should be revisited.
Security Fencing	The current security fencing is not sufficient. It is anticipated that approximately 25,000 linear feet of fencing will need to be installed.	Security. As the airport grows and gains additional based aircraft, a reasonable level of security should be provided to aeronautical users of the airport.
Land Acquisition (RPZ and Airport Development Areas)	The airport should strive to purchase, in fee simple, 1.5 additional acres for ownership of RPZ associated with R/W 14; acquire approximately 34 adjacent acres west of airport for future aeronautical development purposes.	Safety and Capacity. This will allow the airport to control the additional safety enhancement the RPZ provides.

LANDSIDE REQUIREMENTS

Various landside improvements are recommended to accommodate current and forecast aviation activity throughout the planning period at EBG. As stated in Chapter 3, areas of particular focus include:

- Provide additional Conventional Hangars
- Provide additional Box Hangars
- Provide additional T-Hangars
- Expansion of existing General Aviation Terminal
- Secure and construct FBO facility
- Update, repair and construct Perimeter Security Fencing
- Provide additional auto parking
- Provide a Joint-Use Fire Station

These facility requirements are developed from the analysis of the demand and capacity requirements and based on standards established by FAA Advisory Circular 150/5300-1A, *Airport Design*. Each of these proposed alternatives will incorporate these improvements while following compliance with FAA Airport Design Standards with regards to the following landside development.

4.2 DEVELOPMENT ALTERNATIVES EVALUATION

The following sections will evaluate the combined airside and landside development alternatives. As outlined in the Inventory Chapter, South Texas International Airport is based on a single runway and parallel taxiway system. The primary parallel taxiway is located on the northeast side of the field and connects the terminal area apron/aircraft parking area to each end of Runway 14-32. Additionally, the parallel taxiway system for Runway 14-32 doubles as the main access and maneuvering points to and from the terminal parking apron.

To help determine terminal and support area facilities for the future planning periods, landside capacity and future demand were evaluated for itinerant and based aircraft parking aprons, aircraft storage facilities, automobile parking, fuel storage, and support area requirements. Both conventional and T-hangars are needed during all phases of the planning period.

Development strategies were explored for South Texas International Airport based on the following criteria:

- Market position
- Regional economic development opportunities

- SWOT analysis results from stakeholders
- Property attributes

According to the forecast based aircraft counts, expected increases in both training and itinerant operations and the facility requirement projections that were presented in the previous chapter, alternative development options have been evaluated that will accommodate the projected demand for the 20-year planning period and beyond. It should be noted that the future development of aircraft storage facilities are demand based and market dictated. Therefore, the number, size, and location of these facilities will vary depending on the demand for the specific type and the flexibility to accommodate a variety of users. Additionally, there are important development guidelines that the airport sponsor should consider when making hangar placement determinations at the airport, which include:

- Each executive hangar should be supplied with taxiway access that is separated from automobile access and adjacent automobile parking. This is most efficiently accomplished when a row of hangars is developed and provided with taxiway access on one side and automobile access and parking on the other side.
- Each T-hangar should be nested and developed with taxiway access to both sides of the hangar. Controlled automobile access should be provided to the taxiway/apron area near the T-hangars, and a public access parking area should be provided near the T-hangar facilities to accommodate both users and visitors.

The following alternatives have been assembled to provide a full range of design options. These alternatives are based on the forecasts of aviation activity, facility requirement needs, and potential future expansions at the airport. Additionally, these alternatives include hangar, apron, and access taxiway development improvements based on input received from airport personnel, coupled with the projected aircraft storage improvements that will be needed to serve the aviation user. It is important to recognize the ultimate build-out of the various aviation development areas presented far exceeds that which is projected for the 20-year planning period of this study.

It should be noted, due to the relative flatness of the area, any potential future development on the west side of the field will need to be evaluated with respect to the existing retention area. Drainage at the airport has been an issue over the years and is being addressed with a Drainage Study to ascertain the best remedies for removing water off the airport.

ALTERNATIVE ONE

AIRSIDE

Alternative One postulates extending Runway 14-32 and associated parallel taxiway (Taxiway “B”), 1,000 feet to the south, providing an overall usable runway length of 6,000 feet, capable of accommodating the increased business aircraft needs at the airport. This runway extension would retain the ultimate RPZ within airport property. Additionally, the weight bearing capacity of the

new pavement should be reflective of the existing condition of 30,000 pounds for single-wheel aircraft. Nineteen thousand square yards of aircraft parking apron would be required to support the southwest side development and associated parallel taxiway (1,000 feet) and an additional 9,500 square yards is proposed for the expansion of DPS facilities.

Airside Design Considerations Summary

- Extend Runway 14-32 and associated parallel Taxiway "B", 1,000 feet to the south
- Construct new Runway 32 connector taxiway (500'), partial parallel taxiway (1,000 feet) and associated apron (19,000 sq. yd.) for southwest University/MRO development
- Construct expanded DPS apron (9,500 sq. yd.)
- Replace existing PAPI-2L with PAPI-4L
- Upgrade / Install / Maintain MIRL / MITL for both the runway and taxiway(s)

Pros:

- Provides additional length to Runway 14-32
- Ability to accommodate larger business jets and their operating needs
- Improvements would be contained within existing airport property

Cons:

- Potential cost for improvements
- West side drainage concerns

LANDSIDE

In Alternative One, consideration is given to providing an expansion of the existing terminal area on the north east side of the field to account for expansion of the general aviation terminal, new joint city/airport fire station, expanded DPS facilities, and aircraft parking apron. This area includes proposed infill of T-hangars and box/executive type hangars with associated aircraft access taxi lanes.

The southwest development area, located adjacent to the Runway 32 end, provides an associated connector taxiway, partial parallel taxiway and 19,000 square yard aircraft parking apron in support of a mixture of large commercial/university combined hangar/office facilities and associated automobile parking. Access to this development is achieved via a new proposed access road from the U.S. Highway 281 service road.

Additionally, Alternative One provides a non-aeronautical development area of approximately 67 acres and a Proposed Army/National Guard Training Facility of approximately 20 acres both accessible from the U.S. Highway 281 service road and proposed west side access road.

Landside Design Considerations Summary

- T-hangars: 6 units (70 total units)
- Conventional Box/Executive Hangars
  - 1 unit – 130’ x 50’
  - 1 unit – 115’x 65’
  - 4 units – 125’ x 125’
  - 4 units – 100’ x 100’
  - 8 units – 80’ x 80’
- FBO Hangar: 100’ x 100’
- DPS Hangars: 2 units – 100’ x 150’
- Joint Use Fire Station – 40,000 sq. ft.
- MRO/University Hangars
  - 3 units – 425’ x 150’
  - 4 units – 150’ x 150’
- Terminal Expansion – 1,500 sq. ft.
- Expanded Auto Parking – 10,625 sq. yd.
- Install / upgrade perimeter security fencing
- Land acquisition for aeronautical expansion purposes

Exhibit 4.1 graphically illustrates Alternative One and its proposals.

KSA

South Texas International Airport at Edinburg

F.M. RD. 490

AIRFIELD DRIVE

AIR CARGO DRIVE

PROPOSED I69 CORRIDOR

TWY A

TWY B

TWY C

TWY D

TWY E

TWY F

TWY B

14

32

RUNWAY 14-32 (5,000' x 75') (ULTIMATE 6,000 X 75)

AWOS CRITICAL AREA

AWOS

WIND CONE

500 X 1000 X 700
NOT LOWER THAN 1-MILE

1,000' EXTENSION

ULTIMATE PAPI

ULTIMATE RPZ
1000 X 1750 X 1510

1000 X 1750 X 1510
NOT LOWER THAN 3/4 -MILE

PROPERTY ACQUISITION (34 ACRES)

PROPOSED ARMY / NATIONAL GUARD TRAINING FACILITY (20 ACRES)

(OPTION 1)

NON-AERONAUTICAL DEVELOPEMENT AREA (67 ACRES)

PROPOSED ACCESS ROAD

U.S. HIGHWAY 281

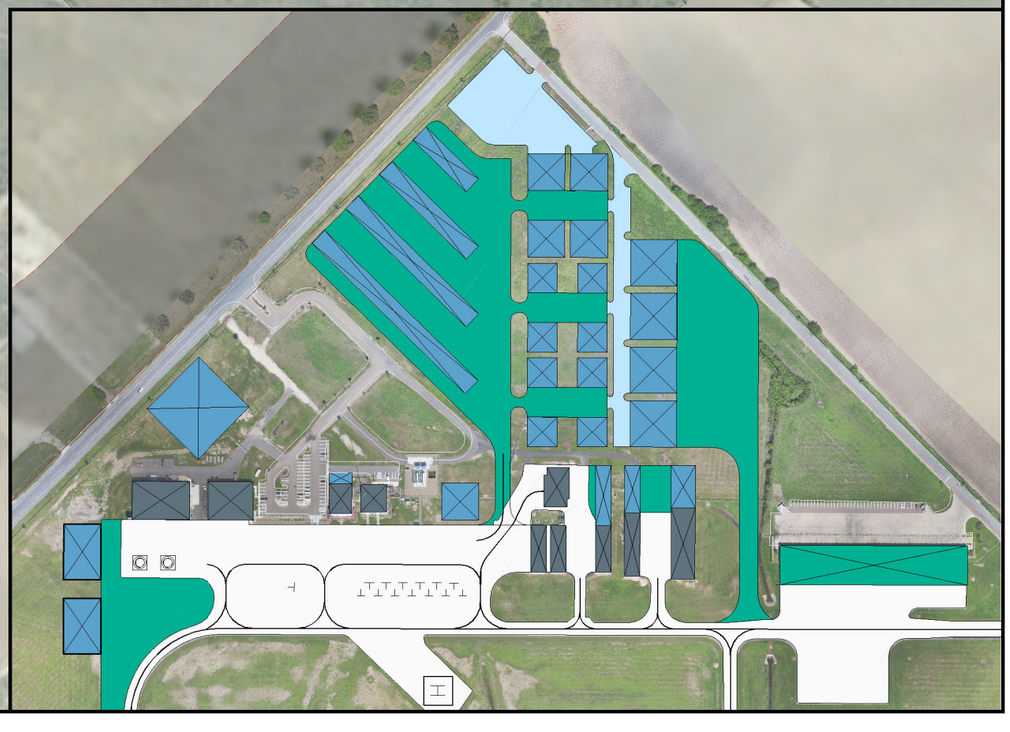
U.S. HIGHWAY 281

0 400'

GRAPHIC SCALE IN FEET

LEGEND

EXISTING BUILDINGS	
PROPOSED BUILDINGS	
AIRPORT PROPERTY (EX)	PL(e)
AIRPORT PROPERTY (ULT)	PL(u)
RUNWAY PROTECTION ZONE (EX)	
RUNWAY PROTECTION ZONE (ULT)	
AIRFIELD PAVEMENT- AIRSIDE (EX)	
AIRFIELD PAVEMENT- AIRSIDE (ULT)	
AIRFIELD PAVEMENT- LANDSIDE (EX)	
AIRFIELD PAVEMENT- LANDSIDE (ULT)	
AIRFIELD PAVEMENT DEMO/CLOSURE	
AERONAUTICAL DEVELOPMENT	
NON-AERONAUTICAL DEVELOPMENT	
PROPERTY ACQUISITION	
THRESHOLD LIGHTS (EX)	
THRESHOLD LIGHTS (ULT)	
PAPI (EX)	
PAPI (ULT)	



SOUTH TEXAS INTERNATIONAL AIRPORT AT EDINBURG

EXHIBIT 4.1: ALTERNATIVE ONE

ALTERNATIVE TWO

AIRSIDE

Alternative Two extends Runway 14-32 and associated parallel taxiway (Taxiway "B"), 1,000 feet to the south, providing an overall useable runway length of 6,000 feet, capable of accommodating the increased business aircraft needs at the airport. Additionally, the weight bearing capacity of new pavement should be reflective of the existing condition of 30,000 pounds for single-wheel aircraft. New aircraft parking apron will be required in support of the southwest development area (19,000 sq. yd.), air cargo facility (4,600 sq. yd.), and expanded DPS facilities (9,500 sq. yd.).

Airside Design Considerations Summary

- Extend Runway 14-32 and associated parallel Taxiway "B", 1,000 feet to the south.
- Construct new Runway 32 connector taxiway (500'), partial parallel taxiway (1,000 feet) and associated apron (19,000 sq. yd.) for southwest University/MRO development.
- Construct expanded DPS apron (9,500 sq. yd.)
- Construct expanded Air Cargo Facility apron (4,600 sq. yd.)
- Replace existing PAPI-2L with PAPI-4L
- Upgrade / Install / Maintain MIRL / MITL for both the runway and taxiway(s)

Pros:

- Provides additional length to Runway 14-32
- Ability to accommodate larger business jets and their operating needs
- Improvements would be contained within existing airport property

Cons:

- Potential cost for improvements
- West side drainage concerns

LANDSIDE

In Alternative Two, consideration is given to providing an expansion of the existing terminal area on the north east side of the field to account for expansion of the general aviation terminal, including an attached FBO hangar, new joint city/airport fire station, expanded DPS facilities, and aircraft parking apron. This area includes proposed infill of T-hangars and box/executive type hangars with associated aircraft access taxi lanes.

The southwest development area, located adjacent to the Runway 32 end, provides an associated connector taxiway, partial parallel taxiway and 19,000 square yard aircraft parking apron in support of a mixture of large commercial/university combined hangar/office facilities and associated automobile parking. Access to this development is achieved via a new proposed access road from the U.S. Highway 281 service road.

Additionally, Alternative Two provides a non-aeronautical development area of approximately 58 acres, and a Proposed Army/National Guard Training Facility of approximately 20 acres both accessible from the U.S. Highway 281 service road and proposed west side access road. A second non-aeronautical development area of approximately 2.38 acres is located directly northeast of the existing Air Cargo facility.

Landside Design Considerations Summary

- T-hangars: 5 units (60 total units)
- Conventional Box/Executive Hangars
  - 1 unit – 100' x 150'
  - 3 units – 115' x 65'
  - 5 units – 100' x 150'
  - 6 units – 80' x 80'
  - 11 units – 50' x 50'
- FBO Hangar: 100' x 100'
- DPS Hangars: 2 units – 100' x 150'
- Joint Use Fire Station – 40,000 sq. ft.
- MRO/University Hangars
  - 3 units – 425' x 150'
  - 4 units – 150' x 150'
- Terminal Expansion – 10,000 sq. ft.
- Expanded Auto Parking – 12,500 sq. yd.
- Install / upgrade perimeter security fencing
- Land acquisition for aeronautical expansion purposes

Exhibit 4.2 graphically illustrates Alternative Two and its proposals.

KSA

South Texas International Airport at Edinburg

NON-AERONAUTICAL DEVELOPEMENT AREA (2.38 ACRES)

AIR CARGO DRIVE

AIRFIELD DRIVE

F.M. RD 490

PROPOSED I69 CORRIDOR

TWY A

TWY B

TWY C

TWY D

TWY E

TWY F

TWY B

14

32

RUNWAY 14-32 (5,000' x 75') (ULTIMATE 6,000 X 75)

1,000' EXTENSION

ULTIMATE PAPI

ULTIMATE RPZ
1000 X 1750 X 1510

1000 X 1750 X 1510
NOT LOWER THAN 3/4 -MILE

AWOS CRITICAL AREA

WIND CONE

AWOS

500 X 1000 X 700
NOT LOWER THAN 1-MILE

U.S. HIGHWAY 281

PROPOSED ACCESS ROAD

PROPERTY ACQUISITION (34 ACRES)

NON-AERONAUTICAL DEVELOPEMENT AREA (58 ACRES)

PROPOSED ACCESS ROAD

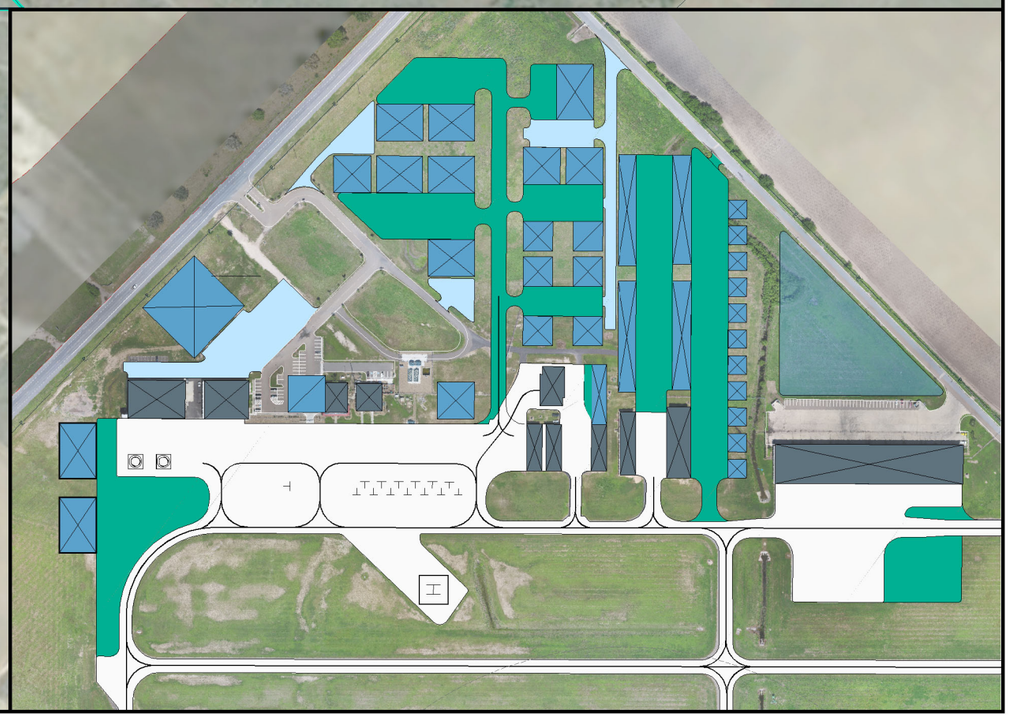
PROPOSED ARMY / NATIONAL GUARD TRAINING FACILITY (20 ACRES)

(OPTION 2)

U.S. HIGHWAY 281

0 400'

GRAPHIC SCALE IN FEET



LEGEND

EXISTING BUILDINGS	
PROPOSED BUILDINGS	
AIRPORT PROPERTY (EX)	PL(e)
AIRPORT PROPERTY (ULT)	PL(u)
RUNWAY PROTECTION ZONE (EX)	
RUNWAY PROTECTION ZONE (ULT)	
AIRFIELD PAVEMENT- AIRSIDE (EX)	
AIRFIELD PAVEMENT- AIRSIDE (ULT)	
AIRFIELD PAVEMENT- LANDSIDE (EX)	
AIRFIELD PAVEMENT- LANDSIDE (ULT)	
AIRFIELD PAVEMENT DEMO/CLOSURE	
AERONAUTICAL DEVELOPMENT	
NON-AERONAUTICAL DEVELOPMENT	
PROPERTY ACQUISITION	
THRESHOLD LIGHTS (EX)	
THRESHOLD LIGHTS (ULT)	
PAPI (EX)	
PAPI (ULT)	

SOUTH TEXAS INTERNATIONAL AIRPORT AT EDINBURG

EXHIBIT 4.2: ALTERNATIVE TWO

ALTERNATIVE THREE – OPTION A

AIRSIDE

Alternative Three – Option A initially extends Runway 14-32 and associated parallel taxiway (Taxiway "B"), 1,000 feet to the south, providing an overall useable runway length of 6,000 feet, capable of accommodating the increased business aircraft needs at the airport. Additionally, the width of Runway 14-32 will be increased to 100 feet and the weight bearing capacity of new pavement should be increased to 60,000 pounds for single-wheel aircraft in order to satisfy the forecast operations at the airport. This alternative also proposes an additional extension to Runway 14-32 and parallel taxiway (Taxiway "B") of 1,641 feet, providing an ultimate useable runway length of 7,641 feet. In support of the Southwest Development Area, 2,500' x 40' of new taxiway will be required. New aircraft parking apron will be required in the locations and quantities listed below:

1. Southwest Development Area = 42,000 sq. yd.
2. Air Cargo Facility = 4,600 sq. yd.
3. DPS Apron Expansion = 9,500 sq. yd.
4. Northeast General Aviation Development = 52,000 sq. yd.

Airside Design Considerations Summary

- Initial extension of Runway 32 and Taxiway "B" (1,000 feet) to the south
- Widen Runway 14-32 to 100 feet
- Increase Runway 14-32 strength to 60,000 lbs. single-wheel
- Construct new Runway 32 connector taxiway (500'), partial parallel taxiway (2,500 feet) and associated apron (42,000 sq. yd.) for southwest University/MRO development
- Construct expanded DPS apron (9,500 sq. yd.)
- Construct expanded Air Cargo Facility apron (4,600 sq. yd.)
- Construct Northeast General Aviation apron (52,000 sq. yd.)
- Ultimate extension of Runway 32 and Taxiway "B" (1,641 feet) to the south
- Replace existing PAPI-2L with PAPI-4L
- Upgrade / Install / Maintain MIRL / MITL for both the runway and taxiway(s)
- Relocate Runway 14 end approximately 30 feet to account for need to retain OFA within airport property

Pros:

- Provides additional length, width and strength to Runway 14-32
- Ability to accommodate larger business jets and their operating needs
- Improvements would be contained within existing airport property

Cons:

- Potential cost for improvements
- Minimal relocation or restriping of Runway 14 end upon reaching C-II design standards
- West side drainage concerns

LANDSIDE

As operations at the airport continue to increase throughout the planning period, consideration will be required to expand the existing terminal area, including apron in order to accommodate the forecast demand. Alternative Three – Option A includes an expansion to the general aviation terminal and ramp, DPS facility expansion, air cargo facility expansion, reconfigured airport entrance and construction of a variety of conventional and T-hangar structures further detailed below.

The southwest development area, located adjacent to the Runway 32 end, provides an associated connector taxiway, partial parallel taxiway and 42,000 square yard aircraft parking apron in support of a mixture of large commercial/university combined hangar/office facilities and associated automobile parking. Access to this development is achieved via a new proposed access road from the U.S. Highway 281 service road.

Additionally, Alternative Three – Option A provides a non-aeronautical development area of approximately 58 acres, and a Proposed Army/National Guard Training Facility of approximately 20 acres both accessible from the U.S. Highway 281 service road and proposed west side access road. An additional aeronautical development area of approximately 24 acres is located southeast of the ultimate Runway 32 end.

<u>Landside Design Considerations Summary</u>

- T-hangars: 9 units (90 total units)
- Conventional Box/Executive Hangars
  - 1 unit – 125’ x 150’
  - 1 unit – 100’ x 200’
  - 3 units – 100’ x 125’
  - 10 units – 50’ x 50’
  - 12 units 75’ x 75’
- FBO Hangar: 125’ x 150’
- DPS Hangars: 2 units – 100’ x 150’
- Joint Use Fire Station – 40,000 sq. ft.
- MRO/University Hangars
  - 1 unit – 425’ x 150’
  - 3 units – 150’ x 150’
  - 2 units – 125’ x 150’
- Terminal Expansion – 1,500 sq. ft.
- Expanded Auto Parking – 17,500 sq. yd.

- Install / upgrade perimeter security fencing
- Land acquisition for aeronautical expansion purposes

Exhibit 4.3 graphically illustrates Alternative Three- Option A and its proposals.

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KSA

South Texas International Airport at Edinburg

F.M. RD. 490

AIRFIELD DRIVE

AIR CARGO DRIVE

PROPOSED 185 CORRIDOR

PROPERTY ACQUISITION (1.5 ACRES)

ULTIMATE RPZ
1000 X 1750 X 1510

500 X 1000 X 700
NOT LOWER THAN 1-MILE

PROPOSED ACCESS ROAD TO HANGERS

TWY A

TWY B

TWY C

TWY D

TWY E

TWY F

RUNWAY 14-32 (5,000' x 75') FUTURE (6,000' X 75') (ULTIMATE 7,641 X 100')

AWOS CRITICAL AREA

WIND CONE

AWOS

FUTURE 1000' EXTENSION

ULTIMATE 1,641' EXTENSION

ULTIMATE PAPI

ULTIMATE AERONAUTICAL DEVELOPEMENT AREA
(24 ACRES)

1000 X 1750 X 1510
NOT LOWER THAN 3/4 -MILE

ULTIMATE RPZ
1000 X 1750 X 1510

PROPOSED JOINT
CITY/AIRPORT
FIRESTATION

U.S. HIGHWAY 281

PROPOSED ACCESS ROAD

PROPERTY ACQUISITION (34 ACRES)

NON-AERONAUTICAL
DEVELOPEMENT AREA (58 ACRES)

PROPOSED ACCESS ROAD

PROPOSED ARMY /
NATIONAL GUARD
TRAINING FACILITY (20
ACRES)

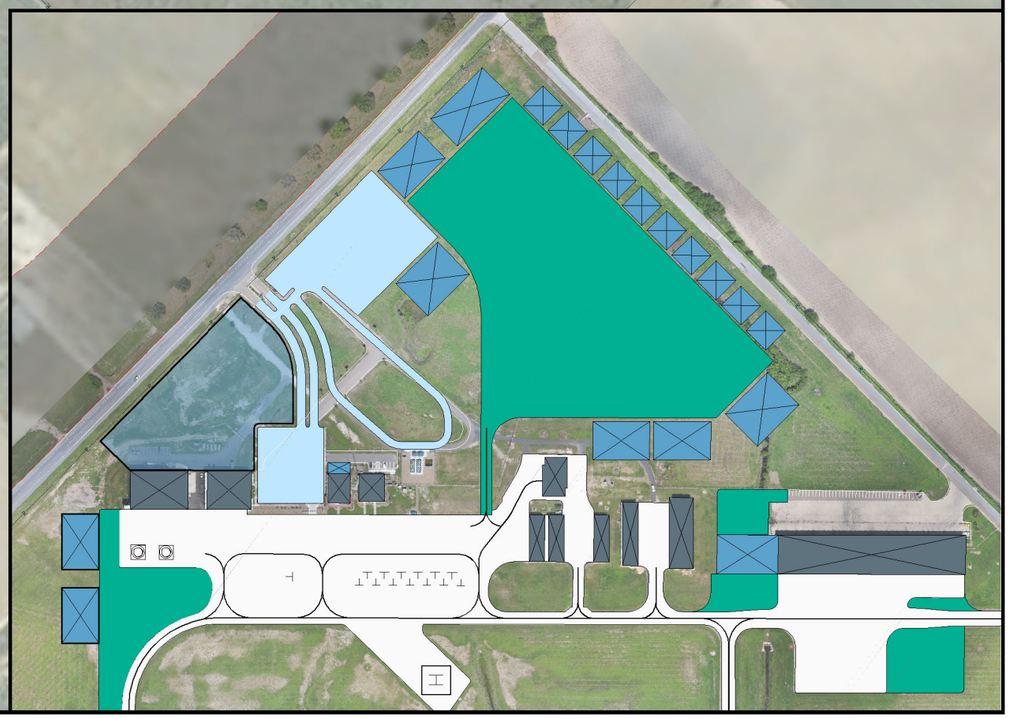
(OPTION 2)

U.S. HIGHWAY 281

0 400'
GRAPHIC SCALE IN FEET

LEGEND

EXISTING BUILDINGS	
PROPOSED BUILDINGS	
AIRPORT PROPERTY (EX)	PL(e)
AIRPORT PROPERTY (ULT)	PL(u)
RUNWAY PROTECTION ZONE (EX)	
RUNWAY PROTECTION ZONE (ULT)	
AIRFIELD PAVEMENT- AIRSIDE (EX)	
AIRFIELD PAVEMENT- AIRSIDE (ULT)	
AIRFIELD PAVEMENT- LANDSIDE (EX)	
AIRFIELD PAVEMENT- LANDSIDE (ULT)	
AIRFIELD PAVEMENT DEMO/CLOSURE	
AERONAUTICAL DEVELOPMENT	
NON-AERONAUTICAL DEVELOPMENT	
PROPERTY ACQUISITION	
THRESHOLD LIGHTS (EX)	
THRESHOLD LIGHTS (ULT)	
PAPI (EX)	
PAPI (ULT)	



SOUTH TEXAS INTERNATIONAL AIRPORT AT EDINBURG

EXHIBIT 4.3: ALTERNATIVE THREE - OPTION A

ALTERNATIVE THREE – OPTION B

AIRSIDE

Alternative Three – Option B initially extends Runway 14-32 and associated parallel taxiway (Taxiway "B"), 1,000 feet to the south while displacing the Runway 14 end by 1,385 feet providing an overall useable runway length of 4,615 feet. Coupled with an additional future extension of 1,641 feet, this configuration would result in an ultimate runway length of 6,256 feet. Additionally, the width of Runway 14-32 will be increased to 100 feet and the weight bearing capacity of new pavement should be increased to 60,000 pounds for single-wheel aircraft in order to satisfy the forecast operations at the airport. The displacement of the Runway 14 threshold is proposed to ensure the Runway Protection Zone is contained within airport property and is not impacted by the proposed I-68 corridor. In support of the Southwest Development Area, 2,500' x 40' of new taxiway will be required. New aircraft parking apron will be required in the locations and quantities listed below:

1. Southwest Development Area = 42,000 sq. yd.
2. Air Cargo Facility = 4,600 sq. yd.
3. DPS Apron Expansion = 9,500 sq. yd.
4. Northeast General Aviation Development = 52,000 sq. yd.

<u>Airside Design Considerations Summary</u>

- Initial extension of Runway 32 and Taxiway "B" (1,000 feet) to the south
- Displacement of Runway 14 threshold by 1,385 feet
- Widen Runway 14-32 to 100 feet
- Increase Runway 14-32 strength to 60,000 lbs. single-wheel
- Construct new Runway 32 connector taxiway (500'), partial parallel taxiway (2,500 feet) and associated apron (42,000 sq. yd.) for southwest University/MRO development
- Construct expanded DPS apron (9,500 sq. yd.)
- Construct expanded Air Cargo Facility apron (4,600 sq. yd.)
- Construct Northeast General Aviation apron (52,000 sq. yd.)
- Ultimate extension of Runway 32 and Taxiway "B" (1,641 feet) to the south
- Replace existing PAPI-2L with PAPI-4L
- Upgrade / Install / Maintain MIRL / MITL for both the runway and taxiway(s)

Pros:

- Provides additional length, width and strength to Runway 14-32
- Ability to accommodate larger business jets and their operating needs
- Improvements would be contained within existing airport property

Cons:

- Potential cost for improvements
- Shorter runway following displacement and Phase I extension (1,000 feet)
- West side drainage concerns

LANDSIDE

As operations at the airport continue to increase throughout the planning period, consideration will be required to expand the existing terminal area, including apron in order to accommodate the forecast demand. Alternative Three – Option B includes an expansion to the general aviation terminal and ramp, DPS facility expansion, air cargo facility expansion, reconfigured airport entrance and construction of a variety of conventional and T-hangar structures further detailed below.

The southwest development area, located adjacent to the Runway 32 end, provides an associated connector taxiway, partial parallel taxiway and 42,000 square yard aircraft parking apron in support of a mixture of large commercial/university combined hangar/office facilities and associated automobile parking. Access to this development is achieved via a new proposed access road from the U.S. Highway 281 service road.

Additionally, Alternative Three – Option B provides a non-aeronautical development area of approximately 58 acres, and a Proposed Army/National Guard Training Facility of approximately 20 acres both accessible from the U.S. Highway 281 service road and proposed west side access road. An additional aeronautical development area of approximately 24 acres is located southeast of the ultimate Runway 32 end.

Landside Design Considerations Summary

- T-hangars: 9 units (90 total units)
- Conventional Box/Executive Hangars
  - 1 unit – 125’ x 150’
  - 1 unit – 100’ x 200’
  - 3 units – 100’ x 125’
  - 10 units – 50’ x 50’
  - 12 units 75’ x 75’
- FBO Hangar: 125’ x 150’
- DPS Hangars: 2 units – 100’ x 150’
- Joint Use Fire Station – 40,000 sq. ft.
- MRO/University Hangars
  - 1 unit – 425’ x 150’
  - 3 units – 150’ x 150’
  - 2 units – 125’ x 150’
- Terminal Expansion – 10,000 sq. ft.
- Expanded Auto Parking – 17,500 sq. yd.
- Install / upgrade perimeter security fencing

- Land acquisition for aeronautical expansion purposes

Exhibit 4.4 graphically illustrates Alternative Three- Option B and its proposals.

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KSA

South Texas International Airport at Edinburg

F.M. RD. 490

PROPOSED I-69 CORRIDOR

AIRFIELD DRIVE

AIR CARGO DRIVE

ACCESS ROAD TO HANGERS

TWY A

TWY B

TWY C

TWY D

TWY E

TWY F

RUNWAY 14-32 (5,000' x 75') FUTURE (6,000' X 75') (ULTIMATE 6,256 X 100')

ULTIMATE AERONAUTICAL DEVELOPEMENT AREA (24 ACRES)

FUTURE 1000' EXTENSION

ULTIMATE 1,641' EXTENSION

ULTIMATE PAPI

ULTIMATE RPZ
1000 X 1750 X 1510

500 X 1000 X 700
NOT LOWER THAN 1-MILE

ULTIMATE RPZ
1000 X 1750 X 1510

1000 X 1750 X 1510
NOT LOWER THAN 3/4 -MILE

AWOS CRITICAL AREA

WIND CONE

AWOS

DISPLACED THRESHOLD
1,385'

PROPERTY ACQUISITION (34 ACRES)

U.S. HIGHWAY 281

PROPOSED ARMY / NATIONAL GUARD TRAINING FACILITY (20 ACRES)

(OPTION 1)

NON-AERONAUTICAL DEVELOPEMENT AREA (47 ACRES)

PROPOSED ACCESS ROAD

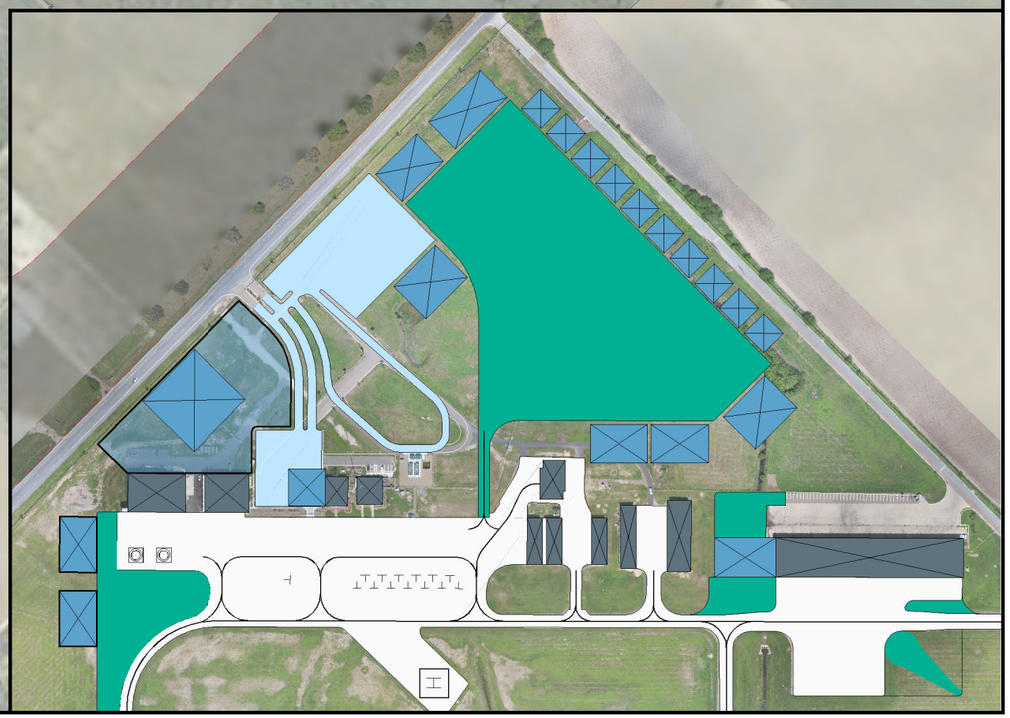
PROPOSED ARMY / NATIONAL GUARD TRAINING FACILITY (20 ACRES)

(OPTION 2)

0 400'
GRAPHIC SCALE IN FEET

LEGEND

EXISTING BUILDINGS	
PROPOSED BUILDINGS	
AIRPORT PROPERTY (EX)	
AIRPORT PROPERTY (ULT)	
RUNWAY PROTECTION ZONE (EX)	
RUNWAY PROTECTION ZONE (ULT)	
AIRFIELD PAVEMENT- AIRSIDE (EX)	
AIRFIELD PAVEMENT- AIRSIDE (ULT)	
AIRFIELD PAVEMENT- LANDSIDE (EX)	
AIRFIELD PAVEMENT- LANDSIDE (ULT)	
AIRFIELD PAVEMENT DEMO/CLOSURE	
AERONAUTICAL DEVELOPMENT	
NON-AERONAUTICAL DEVELOPMENT	
PROPERTY ACQUISITION	
THRESHOLD LIGHTS (EX)	
THRESHOLD LIGHTS (ULT)	
PAPI (EX)	
PAPI (ULT)	



SOUTH TEXAS INTERNATIONAL AIRPORT AT EDINBURG

EXHIBIT 4.4: ALTERNATIVE THREE - OPTION B

4.2 RECOMMENED DEVELOPMENT PLAN

The overall Recommended Development Plan combines aspects of each airside and landside alternative. In this comprehensive plan, the most feasible and relevant portions of each alternative are included to give one consolidated overview of what development should occur at the airport. This recommended plan will be included in the Airport Layout Plan for approval and will be the basis of the Implementation and Capital Improvement Program moving forward.

AIRSIDE

The airside portion considers those improvements related to the runway and taxiway system as they relate to safety, planning and design criteria, and capability to accommodate existing and future operational needs of the airport and its users. Operational activity at South Texas International Airport is forecast to increase through the 20-year planning time frame of this Master Plan, serving a full-range of general and business aviation users. Major airside issues addressed in the recommended plan include:

- Adhere to Runway Design Code (RDC) B-II standards for the intermediate-term and C-II standards for the long-term on the airfield.
- Initial extension of Runway 14-32 and associated parallel taxiway "B" 1,000 feet south to optimize and facilitate larger aircraft operations.
- Widening of Runway 14-32 to 100 feet to adhere to long-term and ultimate C-II design standards.
- Ultimate extension of Runway 14-32 1,641 feet to the south to further optimize and facilitate larger aircraft operations.
- Land acquisition to protect Runway 14 RPZ (1.5 acres)

LANDSIDE

The primary goal of the landside facilities is to provide adequate terminal facilities and aircraft storage space to meet forecast demand, while also maximizing operational efficiencies. Landside components include terminal building, hangars (storage / FBO / MRO), aircraft parking aprons, and aviation support service.

Additionally, those areas capable of supporting revenue generating opportunities should be allocated and seen as providing economic benefits to both the airport and region. The ability of the airport to identify adjacent land uses in an effort to preserve the facility well into future is also an important aspect of landside development. Major landside issues addressed in recommended plan include:

- Construct 10,000 sq. ft. general aviation terminal / hangar expansion and associated automobile parking expansion (17,500 sq. yd.).
- Construct proposed Joint City/Airport Fire Station.
- Construct South Development (University/MRO) Area including associated partial parallel taxiway and apron. (approximately 42,000 sq. yd.).

- Construct DPS hangars and apron expansion (approximately 9,500 sq. yd.)
- Construct Air Cargo apron expansion (approximately 4,600 sq. yd.)
- Designated areas able to accommodate aviation development (approximately 146 acres).
- Designated areas able to accommodate Air National Guard and other non-aeronautical development (approximately 195 acres) opportunities.
- As demand dictates, construct various sized aircraft storage hangars.
- Other airport support facilities as necessary.

The ultimate build-out or initial construction of the development areas will not only be flexible but will be demand driven and not constructed until the market dictates the need for additional aircraft facilities. The following chapter, Capital Improvement Program, will evaluate the individual projects at the airport over the 20-year time frame and associate a proposed cost and funding source.

KSA

South Texas International Airport at Edinburg

F.M. RD. 490

AIRFIELD DRIVE

AIR CARGO DRIVE

NON-AERONAUTICAL DEVELOPEMENT AREA (2.38 ACRES)

ACCESS ROAD TO HANGARS

PROPOSED 168 CORRIDOR

PROPERTY ACQUISITION (1.5 ACRES)

ULTIMATE RPZ
1000 X 1750 X 1510

500 X 1000 X 700
NOT LOWER THAN 1-MILE

TWY A

TWY B

TWY C

TWY D

TWY E

TWY F

AERONAUTICAL DEVELOPMENT AREA (24 ACRES)

RUNWAY 14-32 (5,000' x 75') FUTURE (6,000' X 75') (ULTIMATE 7,641 X 100')

FUTURE 1000' EXTENSION

ULTIMATE 1,641' EXTENSION

FUTURE EXTENSION PAPI

ULTIMATE PAPI

1000 X 1750 X 1510
NOT LOWER THAN 3/4 -MILE

WIND CONE

ULTIMATE RPZ
1000 X 1750 X 1510

AWOS CRITICAL AREA

AWOS

AERONAUTICAL DEVELOPMENT AREA (139 ACRES)

PROPERTY ACQUISITION (34 ACRES)

NON-AERONAUTICAL DEVELOPEMENT AREA (107 ACRES)

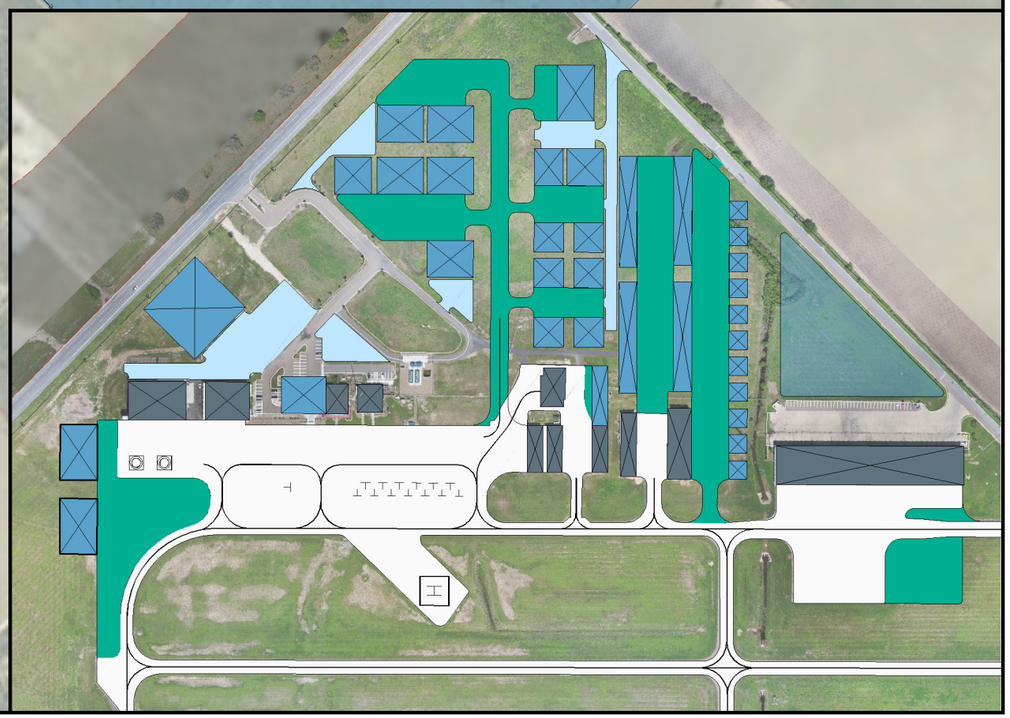
U.S. HIGHWAY 281

NON-AERONAUTICAL DEVELOPEMENT AREA (82 ACRES)

PROPOSED ACCESS ROAD

U.S. HIGHWAY 281

0 400'
GRAPHIC SCALE IN FEET



LEGEND

EXISTING BUILDINGS	
PROPOSED BUILDINGS	
AIRPORT PROPERTY (EX)	PL(e)
AIRPORT PROPERTY (ULT)	PL(u)
RUNWAY PROTECTION ZONE (EX)	
RUNWAY PROTECTION ZONE (ULT)	
AIRFIELD PAVEMENT- AIRSIDE (EX)	
AIRFIELD PAVEMENT- AIRSIDE (ULT)	
AIRFIELD PAVEMENT- LANDSIDE (EX)	
AIRFIELD PAVEMENT- LANDSIDE (ULT)	
AIRFIELD PAVEMENT DEMO/CLOSURE	
AERONAUTICAL DEVELOPMENT	
NON-AERONAUTICAL DEVELOPMENT	
PROPERTY ACQUISITION	
THRESHOLD LIGHTS (EX)	
THRESHOLD LIGHTS (ULT)	
PAPI (EX)	
PAPI (ULT)	

SOUTH TEXAS INTERNATIONAL AIRPORT AT EDINBURG

EXHIBIT 4.5: RECOMMENDED DEVELOPMENT PLAN



AIRPORT PLANS

5. AIRPORT PLANS

As required by the FAA and TxDOT, an Airport Layout Plan set was prepared to graphically depict the airport environs and the subsequent recommendations for development described in this Airport Master Plan. Recommendations for airfield geometry, airspace and obstructions, and landside development are described in the following;

- Cover Sheet
- Airport Layout Plan Drawing
- Airspace Drawing
- Inner Portion of the Approach Surface Drawing (Runways 14 and 32)
- Runway Departure Surface Drawing (Runways 14 and 32)
- Terminal Area Drawing
- Land Use Plan
- Exhibit "A" Property Map

5.1 AIRPORT LAYOUT PLAN DRAWING

The Airport Layout Plan (ALP), which illustrates both airside and landside facilities, is a graphic depiction of the existing and ultimate airport facilities that will be required for the airport to properly accommodate the forecast future demand. Additionally, the ALP provides detailed information on both airport and runway design criteria, which is necessary to define relationships with applicable standards.

5.2 AIRSPACE DRAWING

The Airport Airspace Drawing is based upon Federal Aviation Regulation (FAR) Part 77, *Objects Affecting Navigable Airspace*. In order to protect the Airport's airspace and approaches from hazards that could affect the safe and efficient operation of aircraft, federal criteria contained in the FAR Part 77 document have been established to provide guidance in controlling the height of objects in the vicinity of airports. FAR Part 77 criteria specify a set of imaginary surfaces, which, when penetrated, identify an object as being an obstruction.

5.3 INNER PORTION OF THE APPROACH SURFACE DRAWING

Inner portion drawings provide a more detailed view of the inner portion of the FAR Part 77 imaginary approach surfaces. This drawing provides large scale plans and profile delineations of the approach surfaces out to a distance where the surface is 100 feet above the runway and elevation. They are indented to facilitate identification of roads, utility lines, railroads, structures, trees and vegetation, and other possible obstructions that may lie within the confines of, or near,

the approach surfaces close to the runway ends. Inner portion drawings are based upon the ultimate planned runway lengths, the ultimate planned approaches to each runway end, and the ultimate runway end elevations.

5.4 RUNWAY DEPARTURE SURFACE DRAWING

This drawing is a large-scale plan and profile illustration depicting the dimension and slope of the departure end of runway (DER) surfaces. No object should penetrate a surface beginning at the elevation of the DER or end of the clearway, whichever is greater, that slopes to a 40 to 1 gradient. This drawing is based upon the ultimate planned runway length, along with the ultimate planned departure surface extending from the runway end.

5.5 TERMINAL AREA PLAN

The terminal area plan illustrates the projected facilities layout of the airport based on the recommended development plan. This plan specifies location and size of hangars, aprons, taxi-lanes, fuel farm, ATCT, and other improvements based on the 20-year footprint.

5.6 LAND USE DRAWING

The purpose of the land use drawing is to provide the airport a plan for leasing revenue producing areas on the airport. All existing and future development with the airport boundary will be compatible with the primary function of the airport and will generate lease revenue to the operation of the airport.

This drawing also provides guidance to local authorities for establishing appropriate land use zoning near the airport. As specified by FAA Grant Assurance 21, *Compatible Land Use*, the airport sponsor, "will take appropriate action, to the extent reasonable, include the adoption of zoning laws, to restrict the use of land adjacent to, or in the immediate vicinity or, the airport to activities and purposes compatible with normal airport operations, including landing and take-off of aircraft."

5.7 EXHIBIT "A" AIRPORT PROPERTY MAP

This map indicates how various tracts of airport property and / or easements were acquired and the dates of such acquisition. Its purpose is to provide documentation of the current and future aeronautical use of land acquired with federal funds or through an FAA administered land transfer program.

AIRPORT LAYOUT PLAN

SOUTH TEXAS INTERNATIONAL (EBG)

EDINBURG, TEXAS

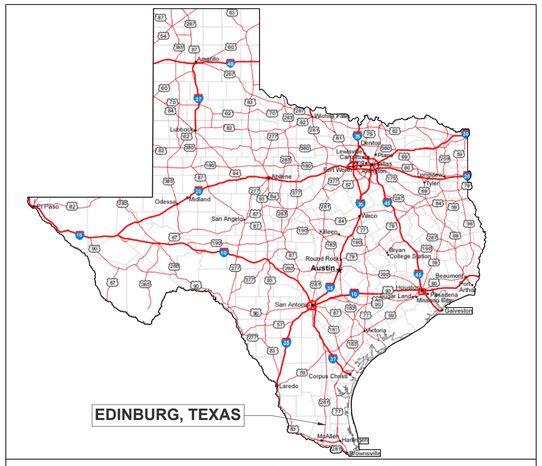
SPONSOR

South Texas International Airport at Edinburg

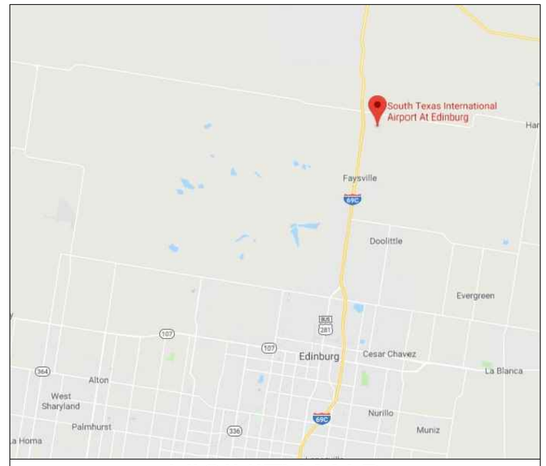
PREPARED BY

KSA

SEPTEMBER 2019



LOCATION MAP



VICINITY MAP

ALP Set currently under review by FAA.
DRAFT COPY

INDEX OF SHEETS

Sheet	Title
1	TITLE SHEET
2	AIRPORT DATA SHEET
3	AIRPORT LAYOUT DRAWING
4	AIRPORT LAYOUT DRAWING - ULTIMATE
5	AIRPORT AIRSPACE DRAWING
6	AIRPORT AIRSPACE PROFILE
7	INNER APPROACH SURFACE DRAWING - RUNWAY 14 EXISTING AND ULTIMATE
8	INNER APPROACH SURFACE DRAWING - RUNWAY 32 EXISTING AND ULTIMATE
9	INNER DEPARTURE SURFACE DRAWING - RUNWAY 14 ULTIMATE
10	INNER DEPARTURE SURFACE DRAWING - RUNWAY 32 ULTIMATE
11	TERMINAL AREA PLAN I
12	TERMINAL AREA PLAN II
13	TERMINAL AREA PLAN III
14	AIRPORT LAND USE PLAN
15	AIRPORT PROPERTY MAP

AIRPORT APPROVAL

CURRENT AND FUTURE DEVELOPMENT DEPICTED ON THIS ALP IS APPROVED AND SUPPORTED BY AIRPORT SPONSOR

TITLE, AIRPORT SPONSORS REPRESENTATIVE

SIGNATURE DATE

TITLE, TxDOT REPRESENTATIVE

SIGNATURE DATE

FAA APPROVAL DATE

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DES: JB	ISSUE RECORD			
DR: CJM	NO.	BY	DATE	REVISION
CH: MM				
APP: MM				

South Texas International Airport at Edinburg

SOUTH TEXAS INTERNATIONAL EDINBURG, TEXAS

AIRPORT LAYOUT PLAN

TITLE SHEET

AIP GRANT NO.	KSA JOB NO.	DATE:
3-48-0215-xx-2019	EDN.027	SEPTEMBER 2019

1
SHEET NO.

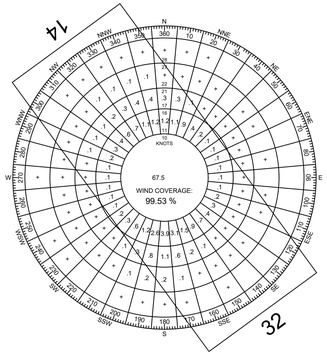
\\KSA-MCK-SERVER1\Projects\Projects\EDN027\008 CAD\30 Sheets\EDN027-ALP-COVER.dwg : KSA COVER SHEET

Runway Data Table	Runway 14 / 32			
	Existing		Ultimate	
	14	32	14	32
Runway Design Code (RDC)	B-II-4000		C-II-4000	
Runway Reference Code (RRC)	B-II-5000	B-II-4000	C-II-4000	C-II-4000
Pavement Design Strength (X 1,000 LBS.)	30 (S)		30 (S), 90 (D)	
Pavement Type	Asphalt (G)		Asphalt (G)	
Strength by PCN	Not Available		Not Available	
Maximum Gradient	0.19%		0.19%	
Line of Sight	Citeria Met		Criteria Met	
Percent Wind Coverage (16-Knots)	99.74%		99.74%	
Runway Length & Width	5,000' x 75'		7,640' x 100'	
Runway Displaced Threshold	N/A	N/A	N/A	N/A
Runway Bearing (True)	143.87	323.88	Same	Same
Runway End Coordinates (NAD 83)	N 26° 26' 50.0154" W 98° 07' 36.1939"	N 26° 26' 10.0169" W 98° 07' 03.7597"	N 26° 26' 50.0154" W 98° 07' 36.1939"	N 26° 25' 48.8900" W 98° 06' 46.6400"
Runway End Elevations (NAD 88)	75.2'	72.7'	75.2'	72.7'
Runway High / Low Point Elevation	75.2'	72.7'	75.2'	72.7'
Runway Touchdown Zone Elevation (TDZE)	75.2'	72.7'	75.2'	72.7'
Runway Lighting	MIRL		MIRL	
Runway Marking	NON-PRECISION		NON-PRECISION	
Runway Protection Zone Dimensions	500' X 1,000' X 700'	1,000' X 1,750' X 1,510'	1,000' X 1,750' X 1,510'	1,000' X 1,750' X 1,510'
Approach Visibility Minimums	1-Mile	> 3/4-mile	> 3/4-mile	> 3/4-mile
Navigational Aids (Electronic)	GPS		GPS	
Visual Aids (Lighting)	PAPI-2L, Windcone, Beacon		PAPI-4L, Windcone, Beacon	
14 CFR Part 77 Approach Category	C	D	D	D
14 CFR Part 77 Approach Slope	34:1	34:1	34:1	34:1
Aeronautical Survey Required for Approach	VERTICALLY GUIDED		VERTICALLY GUIDED	
Runway Departure Surface	Yes	Yes	Yes	Yes
Runway Safety Area Width	150'		500'	
Runway Safety Area Beyond R/W End	300'	300'	1,000'	1,000'
Runway Object Free Area Width	500'		800'	
Runway Object Free Area Beyond R/W End	300'	300'	1,000'	1,000
Runway Obstacle Free Zone Width	400'		400'	
Runway Obstacle Free Zone Beyond R/W End	200'	200'	200'	200'
Threshold Siting Surface (TSS)	NO TSS PENETRATIONS			

Taxiway Data Table	Existing	Ultimate
Taxiway Design Group	2	2/3
Taxiway Width	35' / 50'	Same
Taxiway Safety Area Width	79'	79' / 118'
Taxiway Object Free Area Width	131'	131' / 186'
Taxiway Markings / Lighting	Centerline / None	Centerline / MITL

ALP Set currently under review by FAA.
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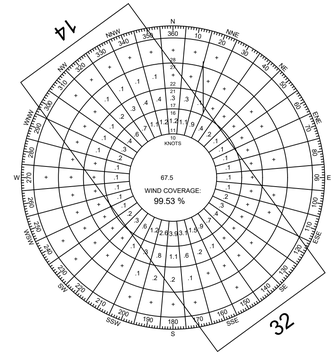
All-Weather Wind Coverage



Runway	10-5 Knots	13-Knots	16-Knots
14-32	96.58%	98.70%	99.74%

SOURCE:
NATIONAL CLIMATE DATA CENTER (NCDC)
STATION 720276;EB6: JAN 2009 – DEC 2018

IFR Wind Coverage



Runway	10-5 Knots	13-Knots	16-Knots
14-32	97.28%	98.83%	99.68%

SOURCE:
NATIONAL CLIMATE DATA CENTER (NCDC)
STATION 720276;EB6: JAN 2009 – DEC 2018

Airport Data Table	Existing	Ultimate
Airport Reference Code (ARC)	B-II	C-II
Mean Max Temp (Hottest Month)	96 ° F	96 ° F
Airport Elevation (AMSL) NAD 88	75.2'	75.2'
Airport & Terminal NAVAID's	LPV GPS	LPV GPS
Miscellaneous Facilities	ADS-B, AWOS, Windcone, Segmented Circle, Beacon	ADS-B, AWOS, Windcone, Segmented Circle, Beacon
Airport Reference Point (ARP) NAD 83	N 26° 26' 30.0000" W 98° 07' 20.0000"	N 26° 26' 08.8800" W 98° 07' 02.8900"
NPIAS Service Level	General Aviation	General Aviation
State System Role	Business / Corporate	Business / Corporate
Critical Aircraft	Beech King Air B200	Cessna Longitude
Wingspan (Feet)	54' 5"	68' 11"
Undercarriage Width (Feet)	15	13.5
Approach Speed	106	108
Maximum Take-off Weigth (LBS)	12,500	39,500
Magnetic Variation	7.4 ° W	7.4 ° W

Declared Distances Table	Runway 14 / 32			
	Existing		Ultimate	
	14	32	14	32
Take-Off Run Available (TORA)	5,000'	5,000'	7,641'	7,641'
Take-off Distance Available (TODA)	5,000'	5,000'	7,641'	7,641'
Accelerate Stop Distance Available (ASDA)	5,000'	5,000'	7,641'	7,641'
Landind Distance Available (LDA)	5,000'	5,000'	7,641'	7,641'

Modification To Standards Table		
Description	FAA Approval Date	FAA Airspace Case #
None		

OFZ Penetration Table		
ID	Description	Disposition
None		

Survey Control Stations			
Designation	Identifier	Latitude	Longitude
25R A (PACS)	DF6317	N 26° 26' 51.9312"	W 98° 07' 34.2995"
25R B (SACS)	DF6327	N 26° 26' 33.6425"	W 98° 07' 26.6162"
25R C (SACS)	DF6328	N 26° 26' 20.2925"	W 98° 07' 07.4639"
Source: National Geodetic Survey Data Explorer; Septermber 2019			

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DR: CJM
CH: MM
APP: MM

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NO.	BY	DATE	REVISION

South Texas International Airport at Edinburg

SOUTH TEXAS INTERNATIONAL
EDINBURG, TEXAS

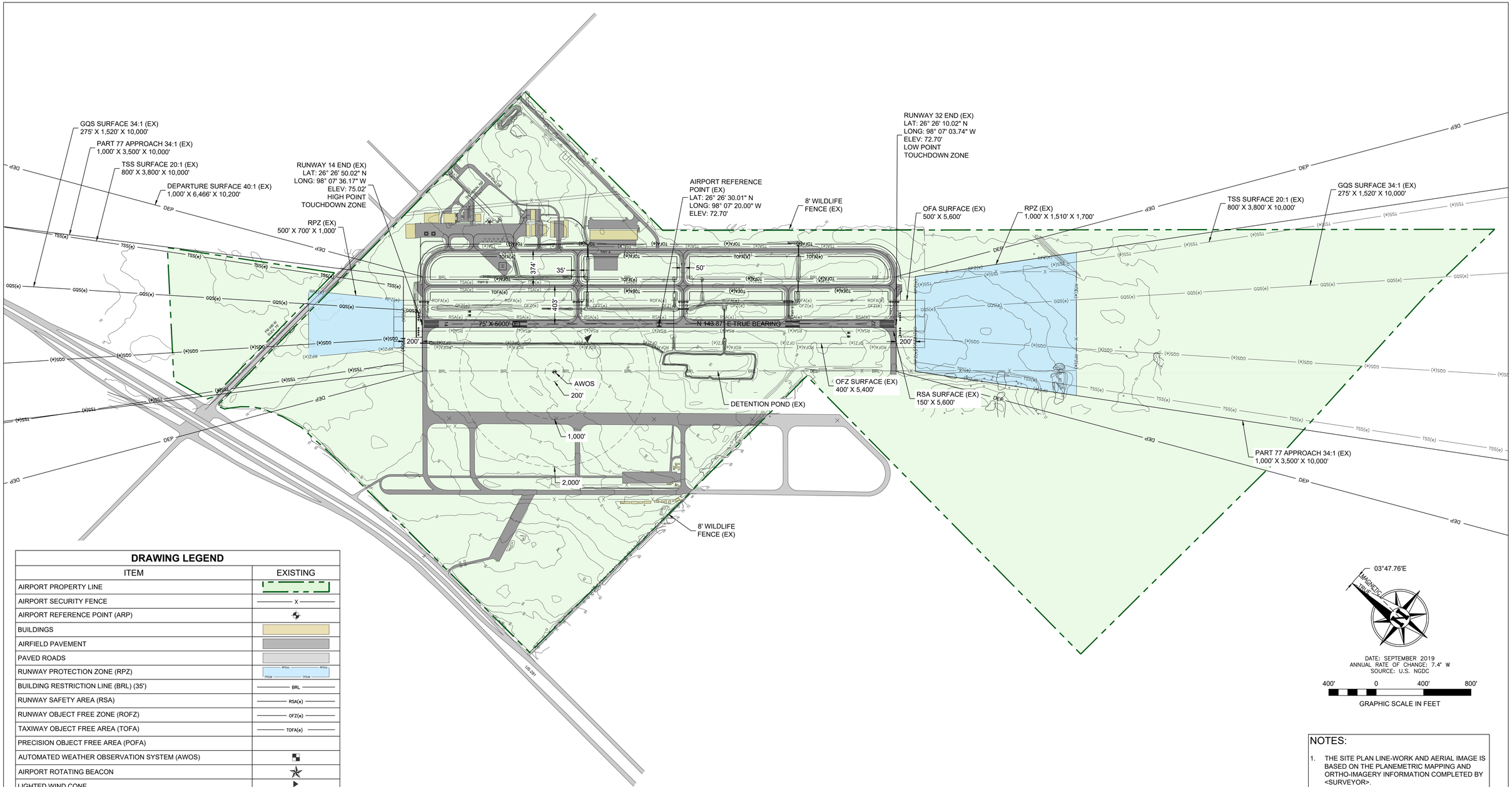
AIRPORT LAYOUT PLAN

AIRPORT DATA SHEET

AIP GRANT NO.	KSA JOB NO.	DATE:
3-48-0215-xx-2019	EDN.027	SEPTEMBER 2019

2
SHEET NO.

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DRAWING LEGEND	
ITEM	EXISTING
AIRPORT PROPERTY LINE	
AIRPORT SECURITY FENCE	X
AIRPORT REFERENCE POINT (ARP)	
BUILDINGS	
AIRFIELD PAVEMENT	
PAVED ROADS	
RUNWAY PROTECTION ZONE (RPZ)	RPZ(e) RPZ(e) TPZ(e) TPZ(e)
BUILDING RESTRICTION LINE (BRL) (35')	BRL
RUNWAY SAFETY AREA (RSA)	RSA(e)
RUNWAY OBJECT FREE ZONE (ROFZ)	OFZ(e)
TAXIWAY OBJECT FREE AREA (TOFA)	TOFA(e)
PRECISION OBJECT FREE AREA (POFA)	
AUTOMATED WEATHER OBSERVATION SYSTEM (AWOS)	
AIRPORT ROTATING BEACON	
LIGHTED WIND CONE	
SEGMENTED CIRCLE	
PRECISION APPROACH PATH INDICATOR (PAPI)	
HOLDINGS AND SIGNS	
RUNWAY END THRESHOLD LIGHTS	
PRIMARY/SECONDARY AIRPORT CONTROL STATION (PACS/SACS)	

DATE: SEPTEMBER 2019
ANNUAL RATE OF CHANGE: 7.4° W
SOURCE: U.S. NGDC

400' 0 400' 800'

GRAPHIC SCALE IN FEET

NOTES:

1. THE SITE PLAN LINE-WORK AND AERIAL IMAGE IS BASED ON THE PLANEMETRIC MAPPING AND ORTHO-IMAGERY INFORMATION COMPLETED BY <SURVEYOR>.
2. ALL HORIZONTAL COORDINATES ARE SHOWN IN TEXAS STATE PLANE SOUTH ZONE, US FOOT, NAD 83/2019.
3. ALL VERTICAL COORDINATES ARE SHOWN IN NAD 88.
4. FOR BUILDING LEGEND, SEE TERMINAL AREA PLANS.

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DES: JB
DR: CJM
CH: MM
APP: MM

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NO.	BY	DATE	REVISION

South Texas International Airport at Edinburg

SOUTH TEXAS INTERNATIONAL EDINBURG, TEXAS

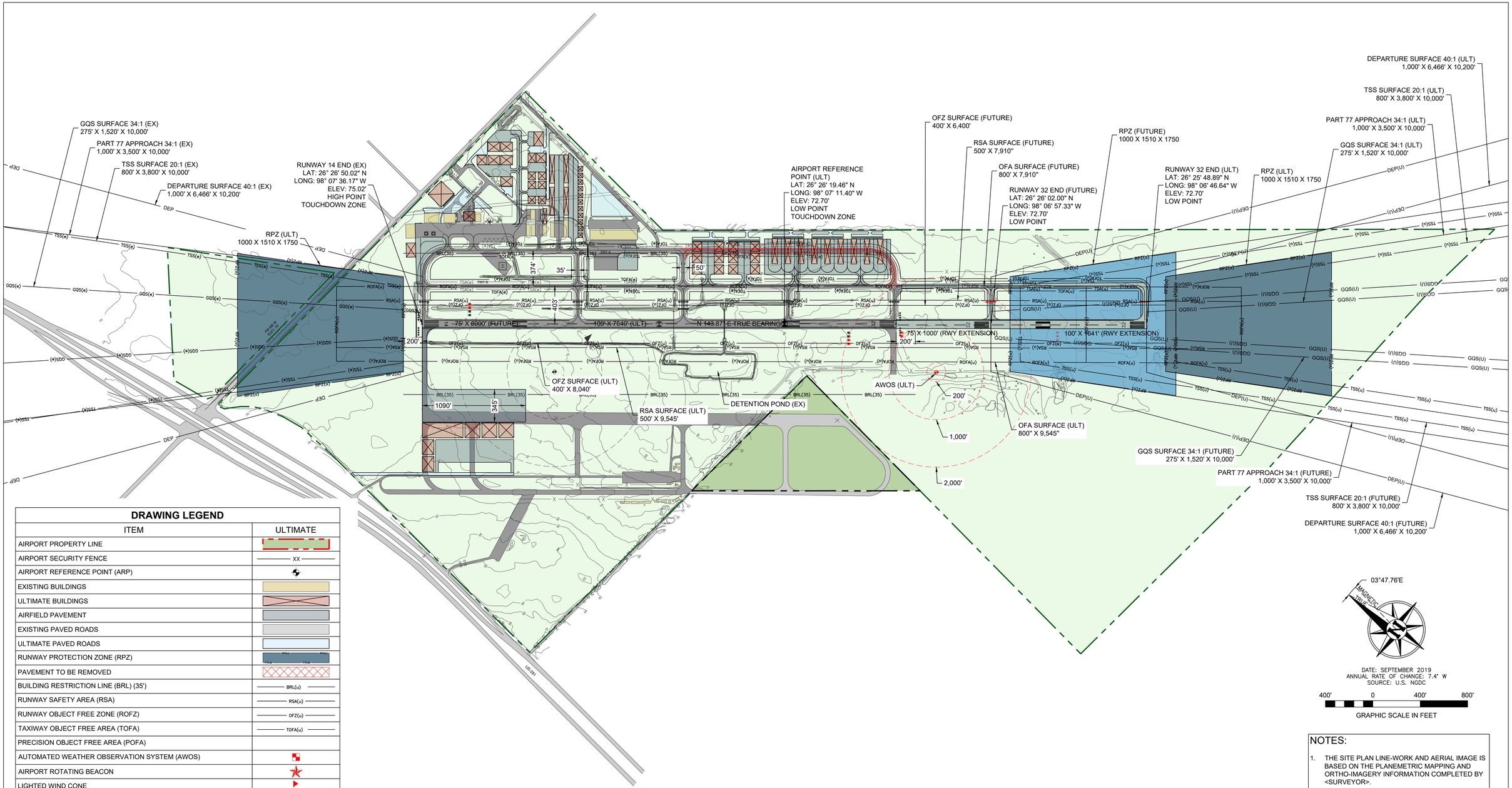
AIRPORT LAYOUT PLAN

AIRPORT LAYOUT DRAWING

AIP GRANT NO.	KSA JOB NO.	DATE:
3-48-0215-xx-2019	EDN.027	SEPTEMBER 2019

3
SHEET NO.

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DRAWING LEGEND

ITEM	ULTIMATE
AIRPORT PROPERTY LINE	
AIRPORT SECURITY FENCE	XX
AIRPORT REFERENCE POINT (ARP)	
EXISTING BUILDINGS	
ULTIMATE BUILDINGS	
AIRFIELD PAVEMENT	
EXISTING PAVED ROADS	
ULTIMATE PAVED ROADS	
RUNWAY PROTECTION ZONE (RPZ)	RPZ(u)
PAVEMENT TO BE REMOVED	
BUILDING RESTRICTION LINE (BRL) (35')	BRL(u)
RUNWAY SAFETY AREA (RSA)	RSA(u)
RUNWAY OBJECT FREE ZONE (ROFZ)	OFZ(u)
TAXIWAY OBJECT FREE AREA (TOFA)	TOFA(u)
PRECISION OBJECT FREE AREA (POFA)	
AUTOMATED WEATHER OBSERVATION SYSTEM (AWOS)	
AIRPORT ROTATING BEACON	
LIGHTED WIND CONE	
SEGMENTED CIRCLE	
PRECISION APPROACH PATH INDICATOR (PAPI)	
HOLDINGS AND SIGNS	
RUNWAY END THRESHOLD LIGHTS	
PRIMARY/SECONDARY AIRPORT CONTROL STATION (PACS/SACS)	

DATE: SEPTEMBER 2019
ANNUAL RATE OF CHANGE: 7.4° W
SOURCE: U.S. NGDC

400' 0 400' 800'

GRAPHIC SCALE IN FEET

ALP Set currently under review by FAA.
DRAFT COPY

NOTES:

1. THE SITE PLAN LINE-WORK AND AERIAL IMAGE IS BASED ON THE PLANEMETRIC MAPPING AND ORTHO-IMAGERY INFORMATION COMPLETED BY <SURVEYOR>.
2. ALL HORIZONTAL COORDINATES ARE SHOWN IN TEXAS STATE PLANE SOUTH ZONE, US FOOT, NAD 83/2019.
3. ALL VERTICAL COORDINATES ARE SHOWN IN NAD 88.
4. FOR BUILDING LEGEND, SEE TERMINAL AREA PLANS.

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DES: JB
DR: CJM
CH: MM
APP: MM

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NO.	BY	DATE	REVISION

South Texas International Airport at Edinburg

SOUTH TEXAS INTERNATIONAL EDINBURG, TEXAS

AIRPORT LAYOUT PLAN

AIRPORT LAYOUT DRAWING - ULTIMATE

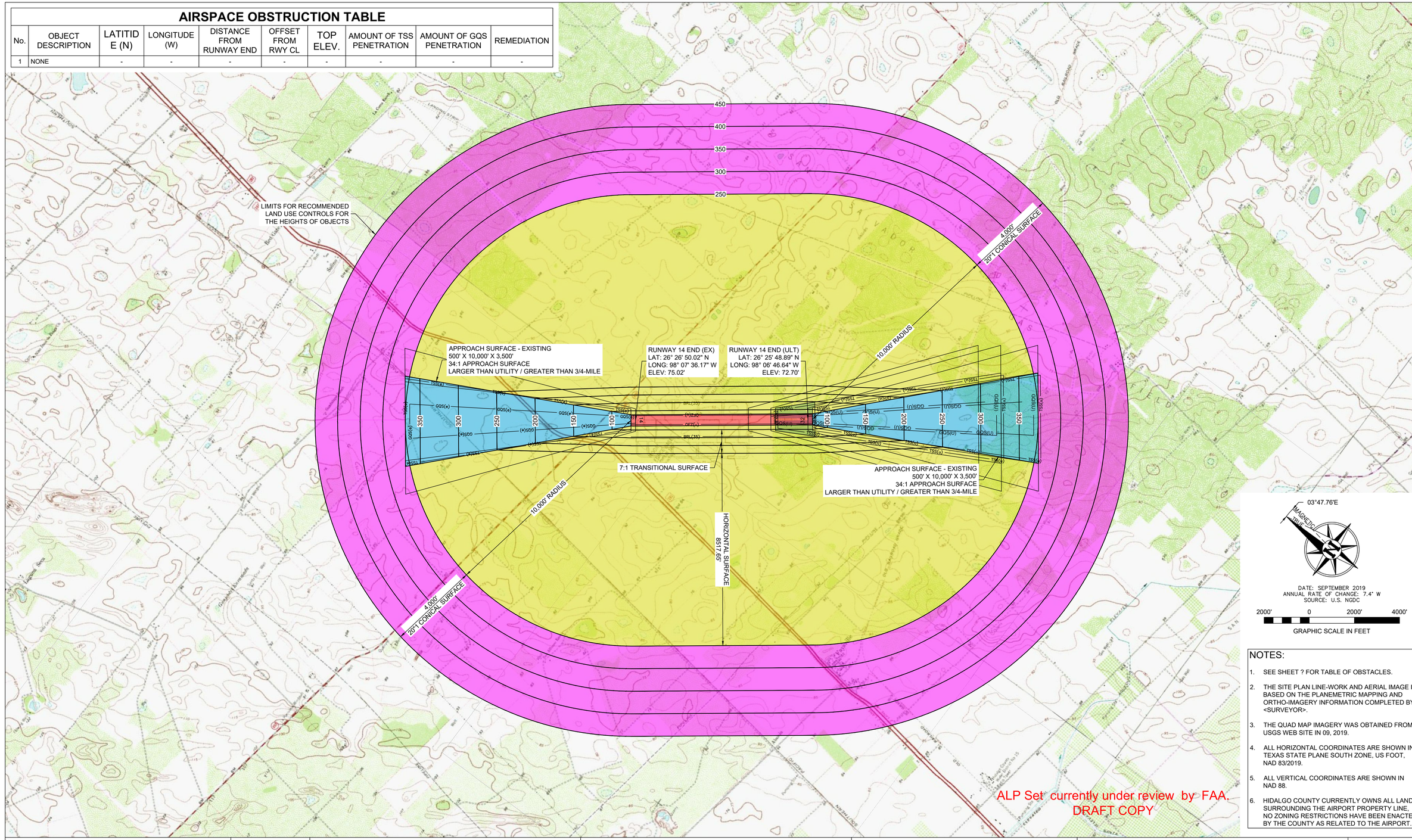
AIP GRANT NO.	KSA JOB NO.	DATE:
3-48-0215-xx-2019	EDN.027	SEPTEMBER 2019

4
SHEET NO.

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AIRSPACE OBSTRUCTION TABLE

No.	OBJECT DESCRIPTION	LATITIDE (N)	LONGITUDE (W)	DISTANCE FROM RUNWAY END	OFFSET FROM RWY CL	TOP ELEV.	AMOUNT OF TSS PENETRATION	AMOUNT OF GQS PENETRATION	REMEDIATION
1	NONE	-	-	-	-	-	-	-	-



03°47.76'E

MAGNETIC TRUE

DATE: SEPTEMBER 2019
ANNUAL RATE OF CHANGE: 7.4° W
SOURCE: U.S. NGDC

2000' 0 2000' 4000'

GRAPHIC SCALE IN FEET

ALP Set currently under review by FAA.
DRAFT COPY

NOTES:

1. SEE SHEET ? FOR TABLE OF OBSTACLES.
2. THE SITE PLAN LINE-WORK AND AERIAL IMAGE IS BASED ON THE PLANEMETRIC MAPPING AND ORTHO-IMAGERY INFORMATION COMPLETED BY <SURVEYOR>.
3. THE QUAD MAP IMAGERY WAS OBTAINED FROM USGS WEB SITE IN 09, 2019.
4. ALL HORIZONTAL COORDINATES ARE SHOWN IN TEXAS STATE PLANE SOUTH ZONE, US FOOT, NAD 83/2019.
5. ALL VERTICAL COORDINATES ARE SHOWN IN NAD 88.
6. HIDALGO COUNTY CURRENTLY OWNS ALL LAND SURROUNDING THE AIRPORT PROPERTY LINE. NO ZONING RESTRICTIONS HAVE BEEN ENACTED BY THE COUNTY AS RELATED TO THE AIRPORT.

KSA
A · DYNAMIC · PERSPECTIVE

DES: JB
DR: CJM
CH: MM
APP: MM

ISSUE RECORD

NO.	BY	DATE	REVISION

South Texas International Airport at Edinburg

SOUTH TEXAS INTERNATIONAL
EDINBURG, TEXAS

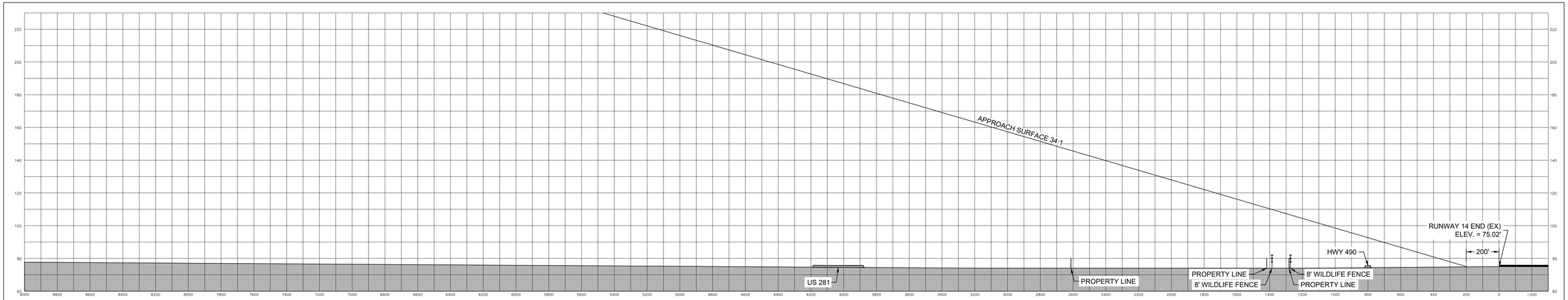
AIRPORT LAYOUT PLAN

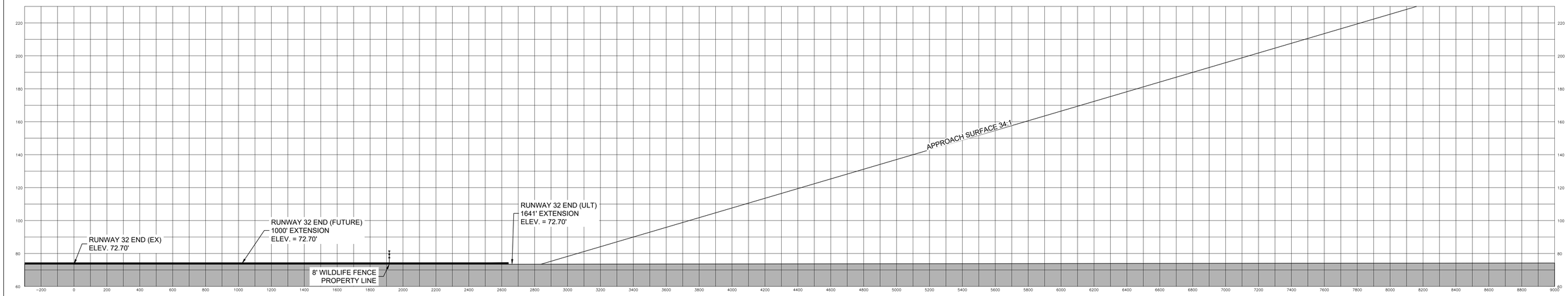
AIRPORT AIRSPACE DRAWING

AIP GRANT NO.	KSA JOB NO.	DATE:
3-48-0215-xx-2019	EDN.027	SEPTEMBER 2019

5
SHEET NO.

\\KSA-MCK-SERVER1\Projects\Projects\EDN027\008 CAD\30 Sheets\EDN027-ALP-AAD.dwg : AIRPORT AIRSPACE DRAWING





500' 0 500' 1000'
HORIZONTAL SCALE IN FEET

100' 0 100' 200'
VERTICAL SCALE IN FEET

RUNWAY 14-32 OBSTRUCTION TABLE

No.	OBJECT DESCRIPTION	LATITIDE (N)	LONGITUDE (W)	DISTANCE FROM RUNWAY END	OFFSET FROM RWY CL	TOP ELEVATION	AMOUNT OF TSS PENETRATION	AMOUNT OF GQS PENETRATION	REMEDIATION
1	NONE	-	-	-	-	-	-	-	-

ALP Set currently under review by FAA.
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APP: MM

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NO.	BY	DATE	REVISION

South Texas International Airport at Edinburg

SOUTH TEXAS INTERNATIONAL EDINBURG, TEXAS

AIRPORT LAYOUT PLAN

AIRPORT AIRSPACE PROFILE

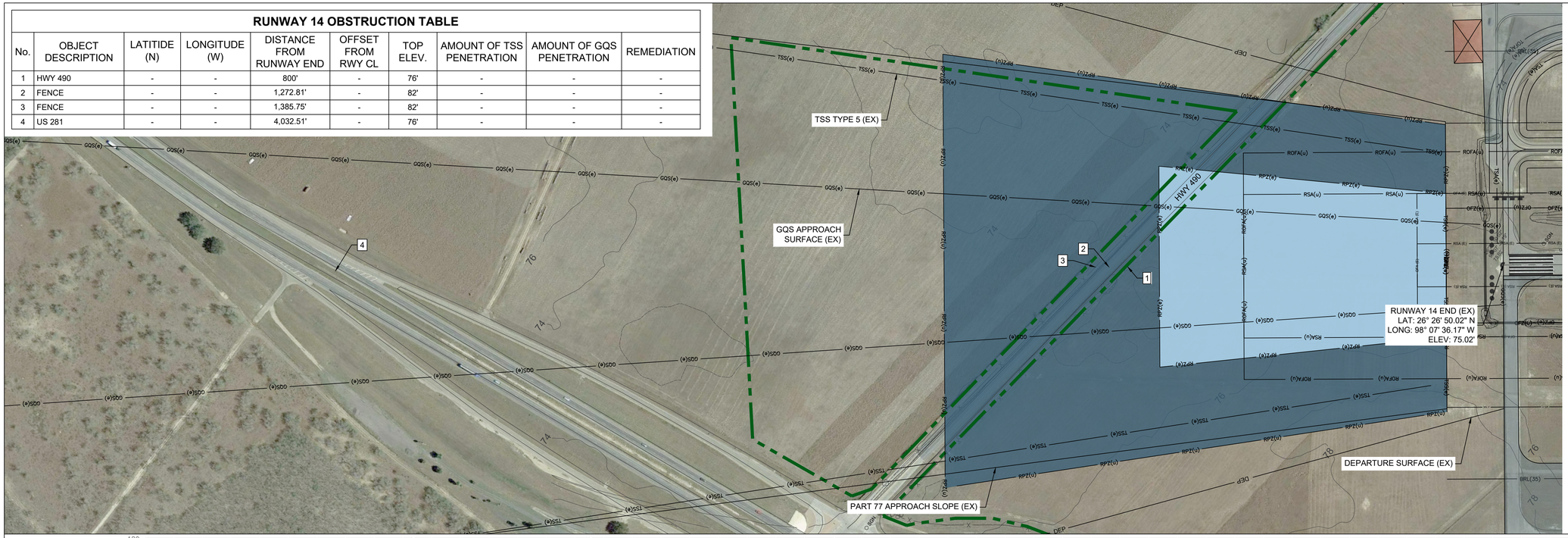
AIP GRANT NO.	KSA JOB NO.	DATE:
3-48-0215-xx-2019	EDN.027	SEPTEMBER 2019

6
SHEET NO.

\\KSA-MCK-SERVER1\Projects\Projects\EDN027\008 CAD\30 Sheets\EDN027-ALP-PROFILES.dwg : AIRPORT AIRSPACE PROFILE

RUNWAY 14 OBSTRUCTION TABLE

No.	OBJECT DESCRIPTION	LATITIDE (N)	LONGITUDE (W)	DISTANCE FROM RUNWAY END	OFFSET FROM RWY CL	TOP ELEV.	AMOUNT OF TSS PENETRATION	AMOUNT OF GQS PENETRATION	REMEDIATION
1	HWY 490	-	-	800'	-	76'	-	-	-
2	FENCE	-	-	1,272.81'	-	82'	-	-	-
3	FENCE	-	-	1,385.75'	-	82'	-	-	-
4	US 281	-	-	4,032.51'	-	76'	-	-	-





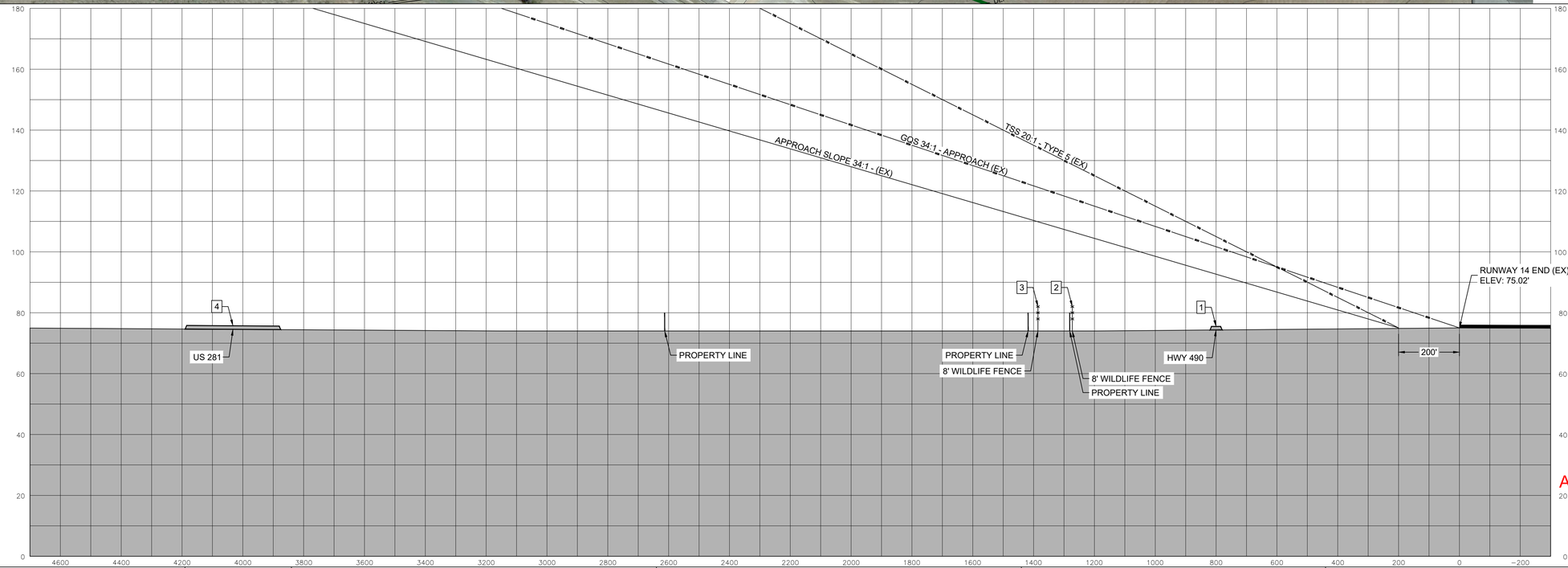
DATE: SEPTEMBER 2019
ANNUAL RATE OF CHANGE: 7.4' W
SOURCE: U.S. NGDC

200' 0 200' 400'
HORIZONTAL SCALE IN FEET

20' 0 20' 40'
VERTICAL SCALE IN FEET

NOTES:

1. THE SITE PLAN LINE-WORK AND AERIAL IMAGE IS BASED ON THE PLANIMETRIC MAPPING AND ORTHO-IMAGERY INFORMATION COMPLETED BY <SURVEYOR>.
2. ALL HORIZONTAL COORDINATES ARE SHOWN IN TEXAS STATE PLANE SOUTH ZONE, US FOOT, NAD 83/2019.
3. ALL VERTICAL COORDINATES ARE SHOWN IN NAD 88.



ALP Set currently under review by FAA.
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DES: JB	ISSUE RECORD			
DR: CJM	NO.	BY	DATE	REVISION
CH: MM				
APP: MM				

South Texas International Airport at Edinburg

SOUTH TEXAS INTERNATIONAL EDINBURG, TEXAS

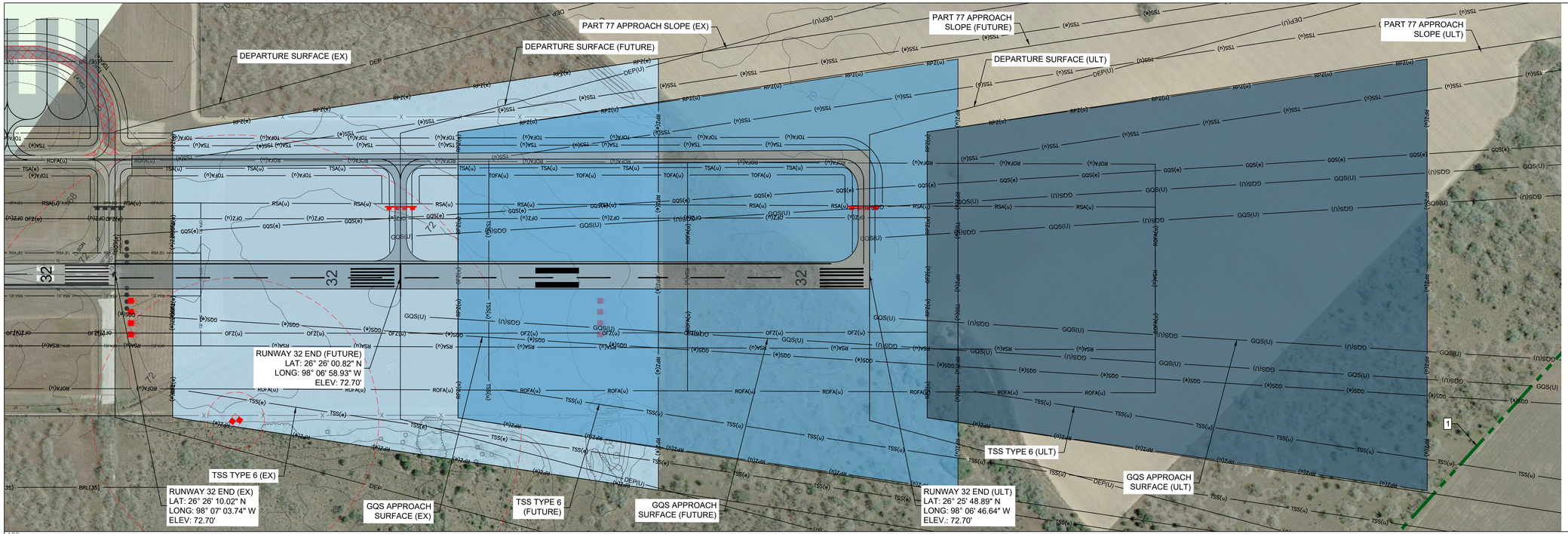
AIRPORT LAYOUT PLAN

INNER APPROACH SURFACE DRAWING - RUNWAY 14 EXISTING AND ULTIMATE

AIP GRANT NO.	KSA JOB NO.	DATE:
3-48-0215-xx-2019	EDN.027	SEPTEMBER 2019

7
SHEET NO.

\\KSA-MCK-SERVER1\Projects\Projects\EDN027\008 CAD\30 Sheets\EDN027-ALP-PROFILES.dwg : IPASD 14





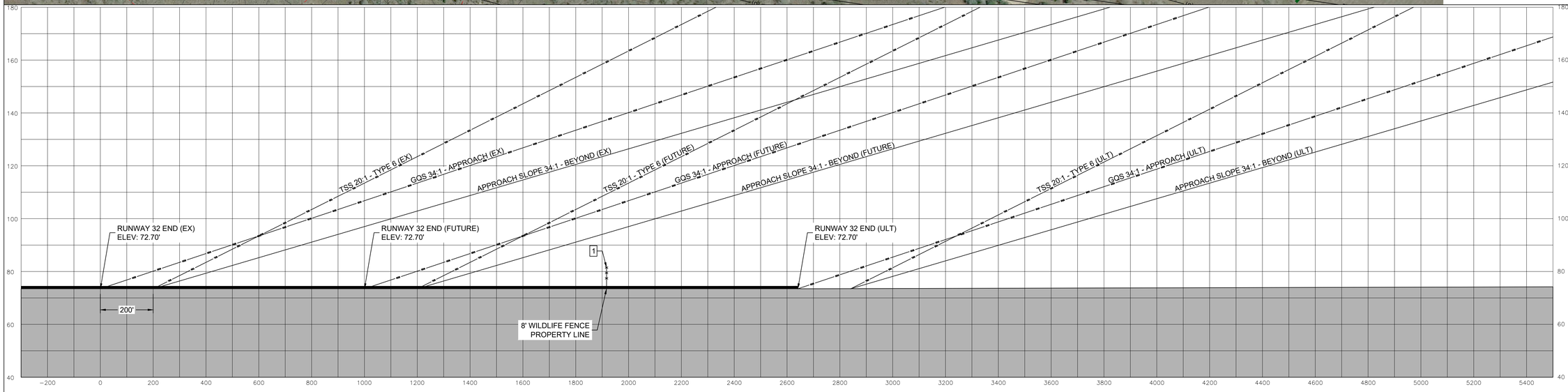
DATE: SEPTEMBER 2019
ANNUAL RATE OF CHANGE: 7.4' W
SOURCE: U.S. NGDC

200' 0 200' 400'
HORIZONTAL SCALE IN FEET

20' 0 20' 40'
VERTICAL SCALE IN FEET

NOTES:

1. THE SITE PLAN LINE-WORK AND AERIAL IMAGE IS BASED ON THE PLANIMETRIC MAPPING AND ORTHO-IMAGERY INFORMATION COMPLETED BY <SURVEYOR>.
2. ALL HORIZONTAL COORDINATES ARE SHOWN IN TEXAS STATE PLANE SOUTH ZONE, US FOOT, NAD 83/2019.
3. ALL VERTICAL COORDINATES ARE SHOWN IN NAD 88.



ALP Set currently under review by FAA.
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RUNWAY 32 OBSTRUCTION TABLE

No.	OBJECT DESCRIPTION	LATITIDE (N)	LONGITUDE (W)	DISTANCE FROM RUNWAY END	OFFSET FROM RWY CL	TOP ELEV.	AMOUNT OF TSS PENETRATION	AMOUNT OF GQS PENETRATION	REMEDIATION
1	FENCE	-	-	2,672.15'	-	80'	-	-	-

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DES: JB
DR: CJM
CH: MM
APP: MM

ISSUE RECORD

NO.	BY	DATE	REVISION

South Texas International Airport at Edinburg

SOUTH TEXAS INTERNATIONAL EDINBURG, TEXAS

AIRPORT LAYOUT PLAN

INNER APPROACH SURFACE DRAWING - RUNWAY 32 EXISTING AND ULTIMATE

AIP GRANT NO.	KSA JOB NO.	DATE:
3-48-0215-xx-2019	EDN.027	SEPTEMBER 2019

8
SHEET NO.

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RUNWAY 14 OBSTRUCTION TABLE

No.	OBJECT DESCRIPTION	LATITIDE (N)	LONGITUDE (W)	DISTANCE FROM RUNWAY END	OFFSET FROM RWY CL	TOP ELEV.	AMOUNT OF DEP PENETRATION	REMEDIATION
1	HWY 490	-	-	800'	-	76'	-	-
2	FENCE	-	-	1,272.81'	-	82'	-	-
3	FENCE	-	-	1,385.75'	-	82'	-	-
4	US 281	-	-	4,032.51'	-	76'	-	-





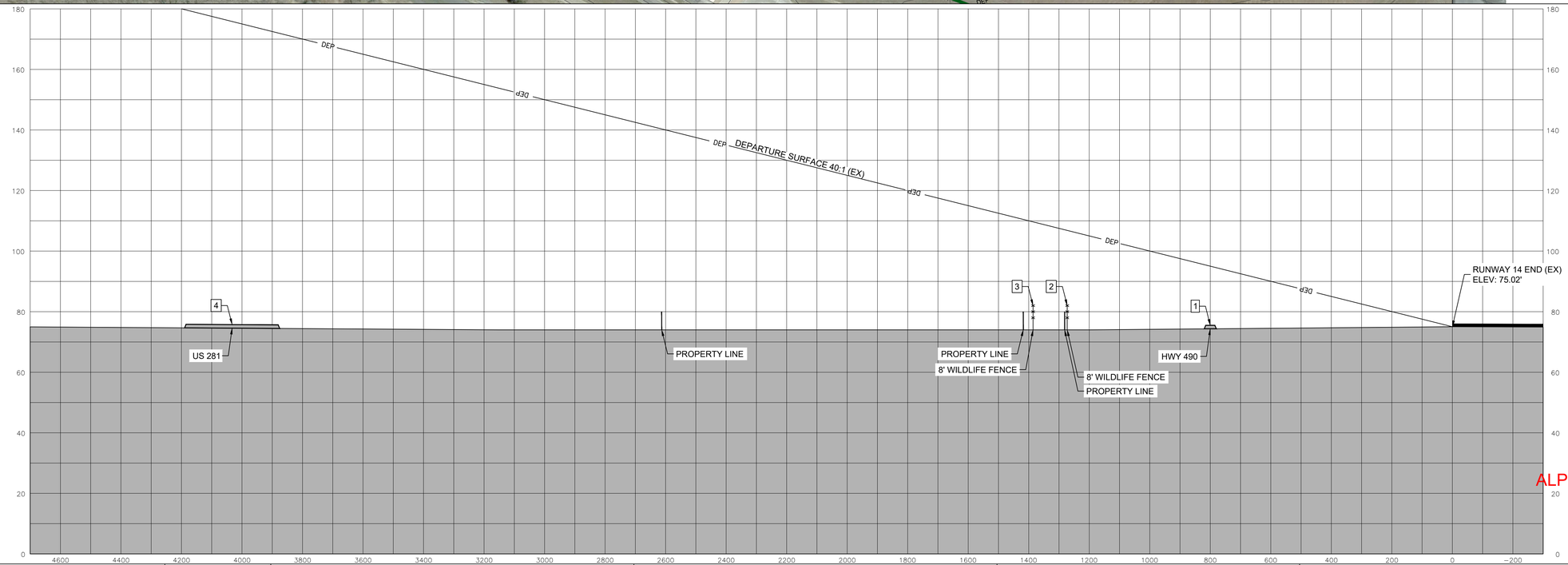
DATE: SEPTEMBER 2019
ANNUAL RATE OF CHANGE: 7.4' W
SOURCE: U.S. NGDC

1000' 0 1000' 2000'
HORIZONTAL SCALE IN FEET

100' 0 100' 200'
VERTICAL SCALE IN FEET

NOTES:

1. THE SITE PLAN LINE-WORK AND AERIAL IMAGE IS BASED ON THE PLANIMETRIC MAPPING AND ORTHO-IMAGERY INFORMATION COMPLETED BY <SURVEYOR>.
2. ALL HORIZONTAL COORDINATES ARE SHOWN IN TEXAS STATE PLANE SOUTH ZONE, US FOOT, NAD 83/2019.
3. ALL VERTICAL COORDINATES ARE SHOWN IN NAD 88.



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DES: JB	ISSUE RECORD			
DR: CJM	NO.	BY	DATE	REVISION
CH: MM				
APP: MM				

South Texas International Airport at Edinburg

SOUTH TEXAS INTERNATIONAL EDINBURG, TEXAS

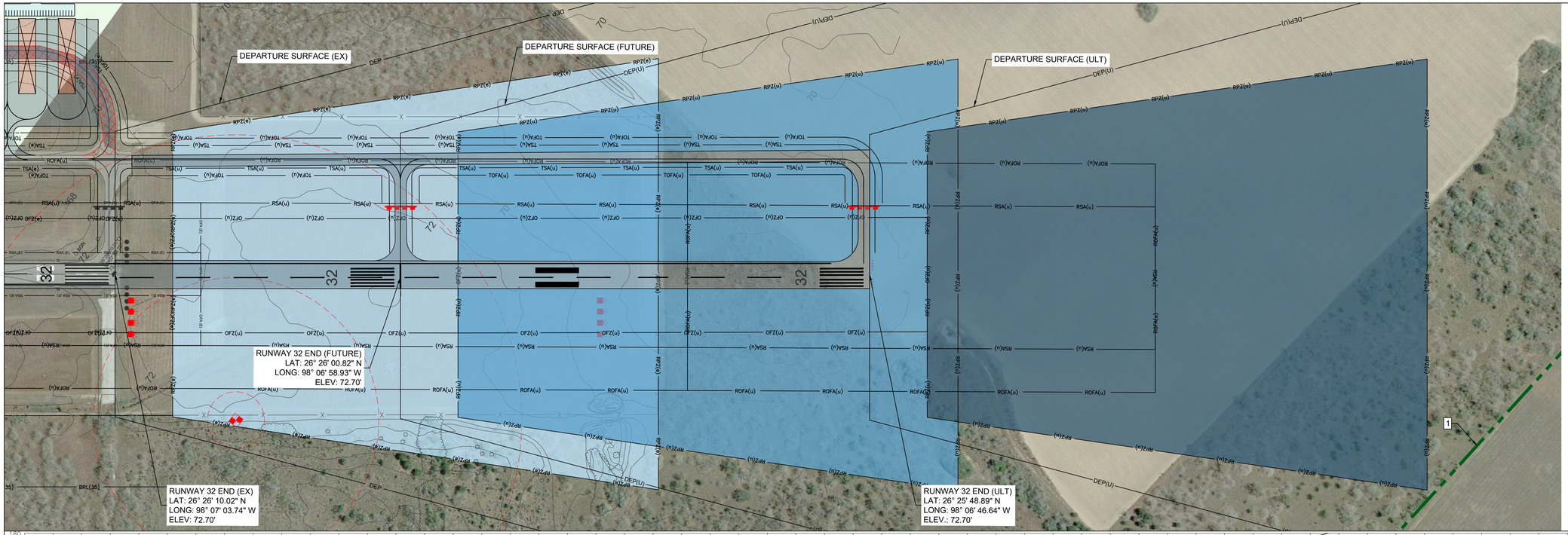
AIRPORT LAYOUT PLAN

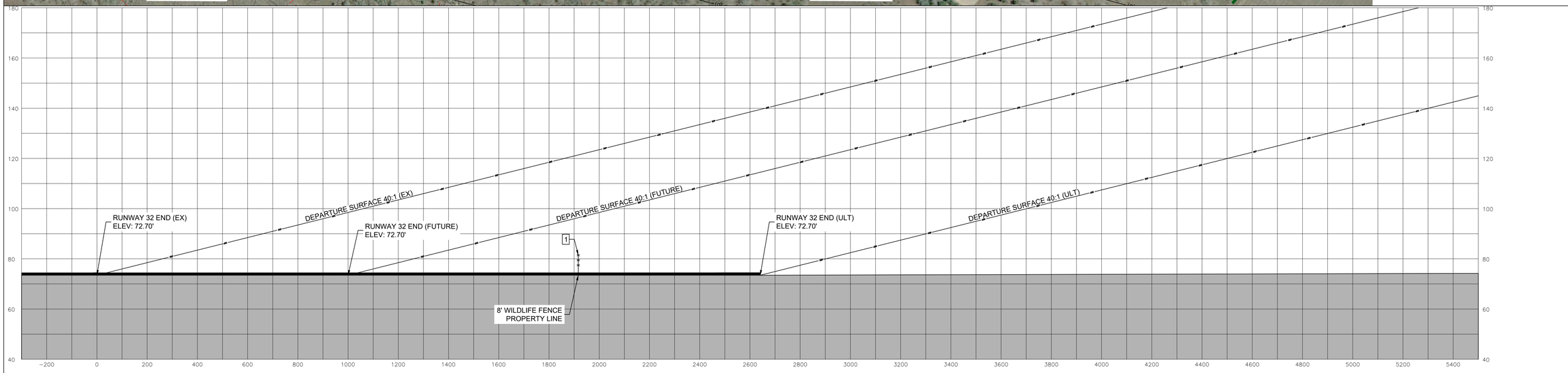
INNER DEPARTURE SURFACE DRAWING - RUNWAY 14 ULTIMATE

AIP GRANT NO.	KSA JOB NO.	DATE:
3-48-0215-xx-2019	EDN.027	SEPTEMBER 2019

9
SHEET NO.

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DATE: SEPTEMBER 2019
ANNUAL RATE OF CHANGE: 7.4' W
SOURCE: U.S. NGDC

1000' 0 1000' 2000'
HORIZONTAL SCALE IN FEET

100' 0 100' 200'
VERTICAL SCALE IN FEET

NOTES:

1. THE SITE PLAN LINE-WORK AND AERIAL IMAGE IS BASED ON THE PLANIMETRIC MAPPING AND ORTHO-IMAGERY INFORMATION COMPLETED BY <SURVEYOR>.
2. ALL HORIZONTAL COORDINATES ARE SHOWN IN TEXAS STATE PLANE SOUTH ZONE, US FOOT, NAD 83/2019.
3. ALL VERTICAL COORDINATES ARE SHOWN IN NAD 88.

ALP Set currently under review by FAA.
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RUNWAY 32 OBSTRUCTION TABLE

No.	OBJECT DESCRIPTION	LATITIDE (N)	LONGITUDE (W)	DISTANCE FROM RUNWAY END	OFFSET FROM RWY CL	TOP ELEV.	AMOUNT OF TSS PENETRATION	AMOUNT OF GQS PENETRATION	REMEDIATION
1	FENCE	-	-	2,672.15'	-	80'	-	-	-

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DES: JB
DR: CJM
CH: MM
APP: MM

ISSUE RECORD

NO.	BY	DATE	REVISION

South Texas International Airport at Edinburg

SOUTH TEXAS INTERNATIONAL
EDINBURG, TEXAS

AIRPORT LAYOUT PLAN

INNER DEPARTURE SURFACE DRAWING - RUNWAY 32 ULTIMATE

AIP GRANT NO.	KSA JOB NO.	DATE:
3-48-0215-xx-2019	EDN.027	SEPTEMBER 2019

10
SHEET NO.

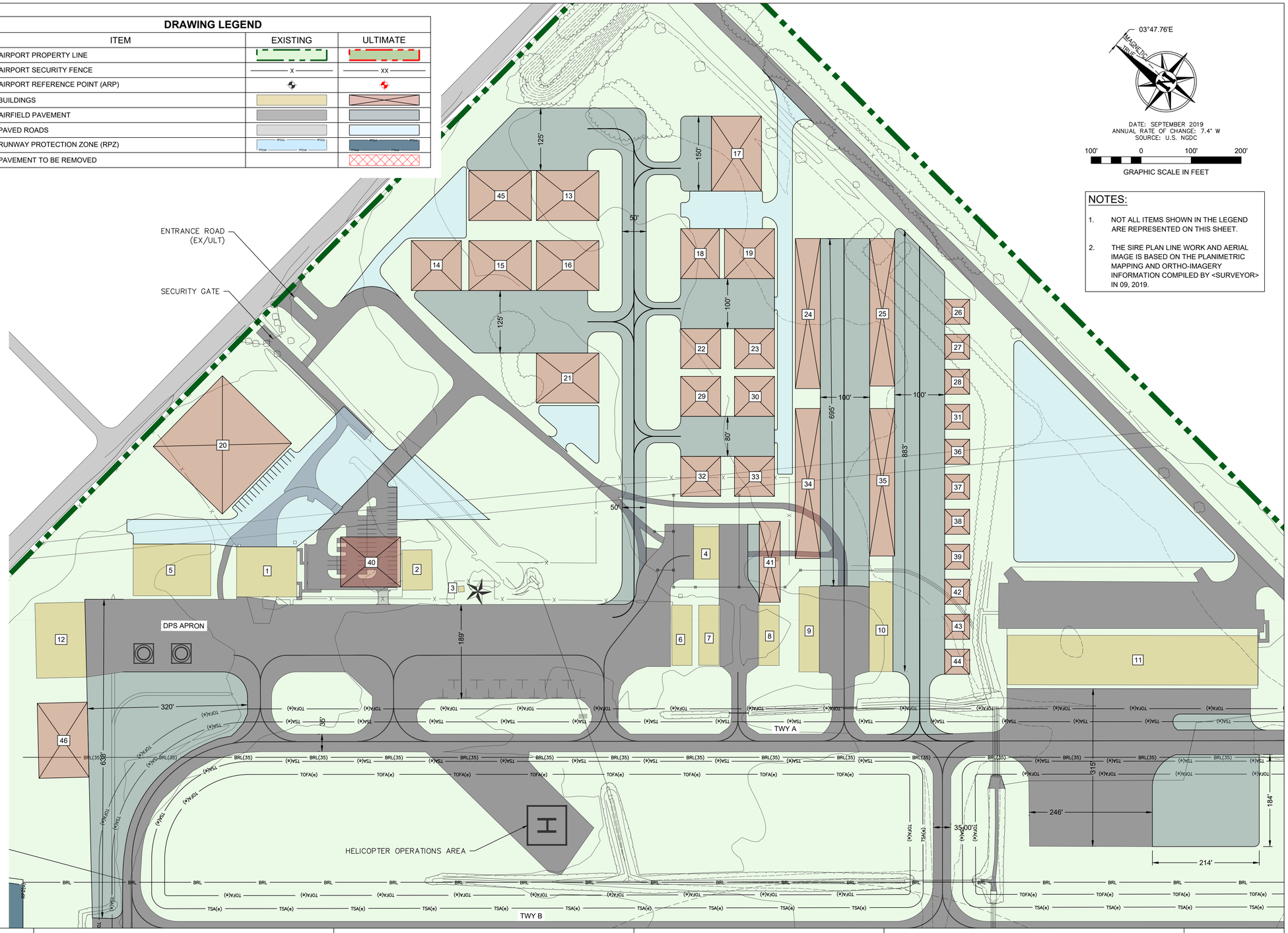
\\KSA-MCK-SERVER1\Projects\Projects\EDN027\008 CAD\30 Sheets\EDN027-ALP-PROFILES.dwg : RDSD 32

AIRPORT FACILITY LIST

BUILDING NUMBER	DESCRIPTION		TOP ELEVATION
	EXISTING	ULTIMATE	
1	DPS HANGAR	-	103.40'
2	TERMINAL	-	94.80'
3	FUEL FARM	-	X
4	BOX HANGARS	-	92.40'
5	DPS HANGARS	-	103.40'
6	BOX HANGARS	-	92.40'
7	BOX HANGARS	-	92.40'
8	BOX HANGARS	-	92.40'
9	BOX HANGARS	-	92.40'
10	BOX HANGARS	-	92.40'
11	AIR CARGO FACILITY	-	103.40'
12	DPS HANGAR (100' X 150')	-	TBD
13	-	BOX HANGAR (100' X 125')	TBD
14	-	BOX HANGAR (100' X 100')	TBD
15	-	BOX HANGAR (100' X 125')	TBD
16	-	BOX HANGAR (100' X 125')	TBD
17	-	BOX HANGAR (100' X 150')	TBD
18	-	BOX HANGAR (80' X 100')	TBD
19	-	BOX HANGAR (100' X 100')	TBD
20	-	JOINT USE FIRE STATION	TBD
21	-	BOX HANGAR (100' X 150')	TBD
22	-	BOX HANGAR (80' X 80')	TBD
23	-	BOX HANGAR (80' X 80')	TBD
24	-	T-HANGAR	TBD
25	-	T-HANGAR	TBD
26	-	BOX HANGAR (50' X 50')	TBD
27	-	BOX HANGAR (50' X 50')	TBD
28	-	BOX HANGAR (50' X 50')	TBD
29	-	BOX HANGAR (80' X 80')	TBD
30	-	BOX HANGAR (80' X 80')	TBD
31	-	BOX HANGAR (50' X 50')	TBD
32	-	BOX HANGAR (80' X 80')	TBD
33	-	BOX HANGAR (80' X 80')	TBD
34	-	T-HANGAR	TBD
35	-	T-HANGAR	TBD
36	-	BOX HANGAR (50' X 50')	TBD
37	-	BOX HANGAR (50' X 50')	TBD
38	-	BOX HANGAR (50' X 50')	TBD
39	-	BOX HANGAR (50' X 50')	TBD
40	-	GA TERMINAL HANAGR	TBD
41	-	T-HANGAR	TBD
42	-	BOX HANGAR (50' X 50')	TBD
43	-	BOX HANGAR (50' X 50')	TBD
44	-	BOX HANGAR (50' X 50')	TBD
45	-	DPS HANGAR (100' X 150')	TBD
46	-	BOX HANGAR (100' X 125')	TBD

DRAWING LEGEND

ITEM	EXISTING	ULTIMATE
AIRPORT PROPERTY LINE		
AIRPORT SECURITY FENCE	X	XX
AIRPORT REFERENCE POINT (ARP)		
BUILDINGS		
AIRFIELD PAVEMENT		
PAVED ROADS		
RUNWAY PROTECTION ZONE (RPZ)	RPZ(e) RPZ(e) TPZ(e) TPZ(e)	RPZ(u) RPZ(u) TPZ(u) TPZ(u)
PAVEMENT TO BE REMOVED		



DATE: SEPTEMBER 2019
ANNUAL RATE OF CHANGE: 7.4' W
SOURCE: U.S. NGDC

100' 0 100' 200'

GRAPHIC SCALE IN FEET

NOTES:

1. NOT ALL ITEMS SHOWN IN THE LEGEND ARE REPRESENTED ON THIS SHEET.
2. THE SIRE PLAN LINE WORK AND AERIAL IMAGE IS BASED ON THE PLANIMETRIC MAPPING AND ORTHO-IMAGERY INFORMATION COMPILED BY <SURVEYOR> IN 09, 2019.

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DES: JB	ISSUE RECORD			
DR: CJM	NO.	BY	DATE	REVISION
CH: MM				
APP: MM				

South Texas International Airport at Edinburg

SOUTH TEXAS INTERNATIONAL EDINBURG, TEXAS

AIRPORT LAYOUT PLAN

TERMINAL AREA PLAN I

AIP GRANT NO.	KSA JOB NO.	DATE:
3-48-0215-xx-2019	EDN.027	SEPTEMBER 2019

11
SHEET NO.

\\KSA-MCK-SERVER1\Projects\Projects\EDN027\008 CAD\30 Sheets\EDN027-ALP-ATAD.dwg : AIRPORT TERMINAL AREA DRAWING I

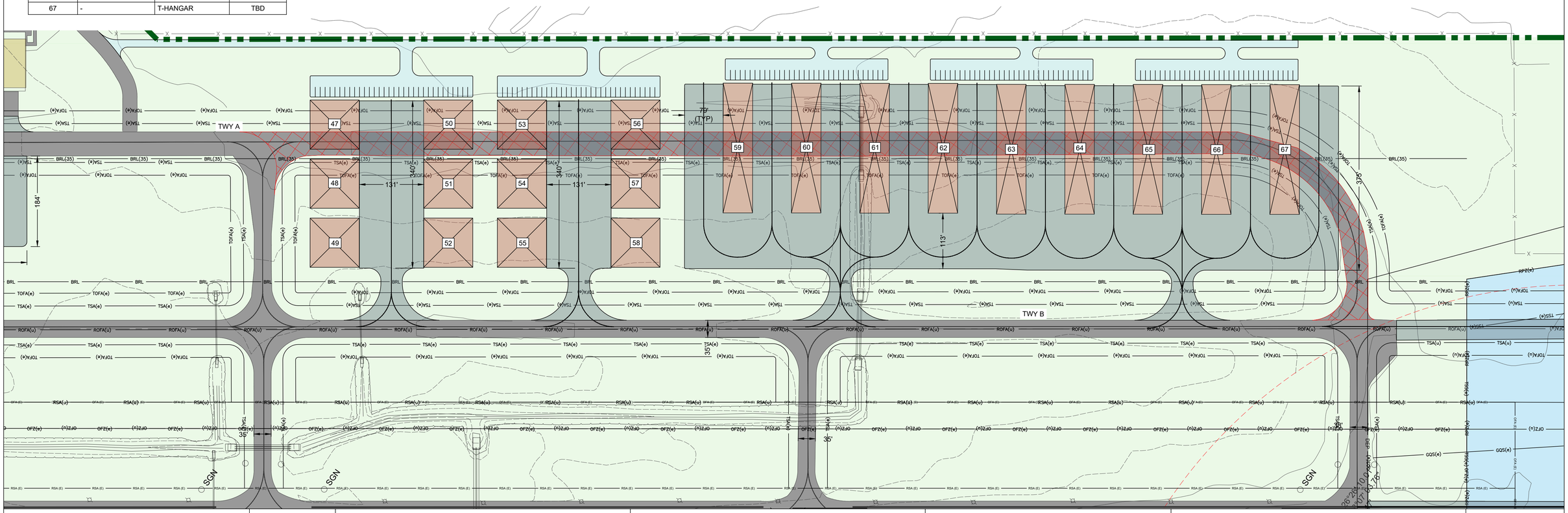
AIRPORT FACILITY LIST

BUILDING NUMBER	DESCRIPTION		TOP ELEVATION
	EXISTING	ULTIMATE	
47	-	BOX HANGAR (50' X 50')	TBD
48	-	BOX HANGAR (50' X 50')	TBD
49	-	BOX HANGAR (50' X 50')	TBD
50	-	BOX HANGAR (50' X 50')	TBD
51	-	BOX HANGAR (50' X 50')	TBD
52	-	BOX HANGAR (50' X 50')	TBD
53	-	BOX HANGAR (50' X 50')	TBD
54	-	BOX HANGAR (50' X 50')	TBD
55	-	BOX HANGAR (50' X 50')	TBD
56	-	BOX HANGAR (50' X 50')	TBD
57	-	BOX HANGAR (50' X 50')	TBD
58	-	T-HANGAR	TBD
59	-	T-HANGAR	TBD
60	-	T-HANGAR	TBD
61	-	T-HANGAR	TBD
62	-	T-HANGAR	TBD
63	-	T-HANGAR	TBD
64	-	T-HANGAR	TBD
65	-	T-HANGAR	TBD
66	-	T-HANGAR	TBD
67	-	T-HANGAR	TBD

DRAWING LEGEND

ITEM	EXISTING	ULTIMATE
AIRPORT PROPERTY LINE		
AIRPORT SECURITY FENCE	X	XX
AIRPORT REFERENCE POINT (ARP)		
BUILDINGS		
AIRFIELD PAVEMENT		
PAVED ROADS		
RUNWAY PROTECTION ZONE (RPZ)	RPZ(e)	RPZ(u)
PAVEMENT TO BE REMOVED		
BUILDING RESTRICTION LINE (BRL) (35')	BRL	BRL(u)

ALP Set currently under review by FAA.
DRAFT COPY





DATE: SEPTEMBER 2019
ANNUAL RATE OF CHANGE: 7.4° W
SOURCE: U.S. NGDC

100' 0 100' 200'
GRAPHIC SCALE IN FEET

NOTES:

1. NOT ALL ITEMS SHOWN IN THE LEGEND ARE REPRESENTED ON THIS SHEET.
2. THE SIRE PLAN LINE WORK AND AERIAL IMAGE IS BASED ON THE PLANIMETRIC MAPPING AND ORTHO-IMAGERY INFORMATION COMPILED BY <SURVEYOR> IN 09, 2019.

KSA
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DES: JB	ISSUE RECORD				
DR: CJM	NO.	BY	DATE	REVISION	
CH: MM					
APP: MM					

South Texas International Airport at Edinburg

SOUTH TEXAS INTERNATIONAL
EDINBURG, TEXAS

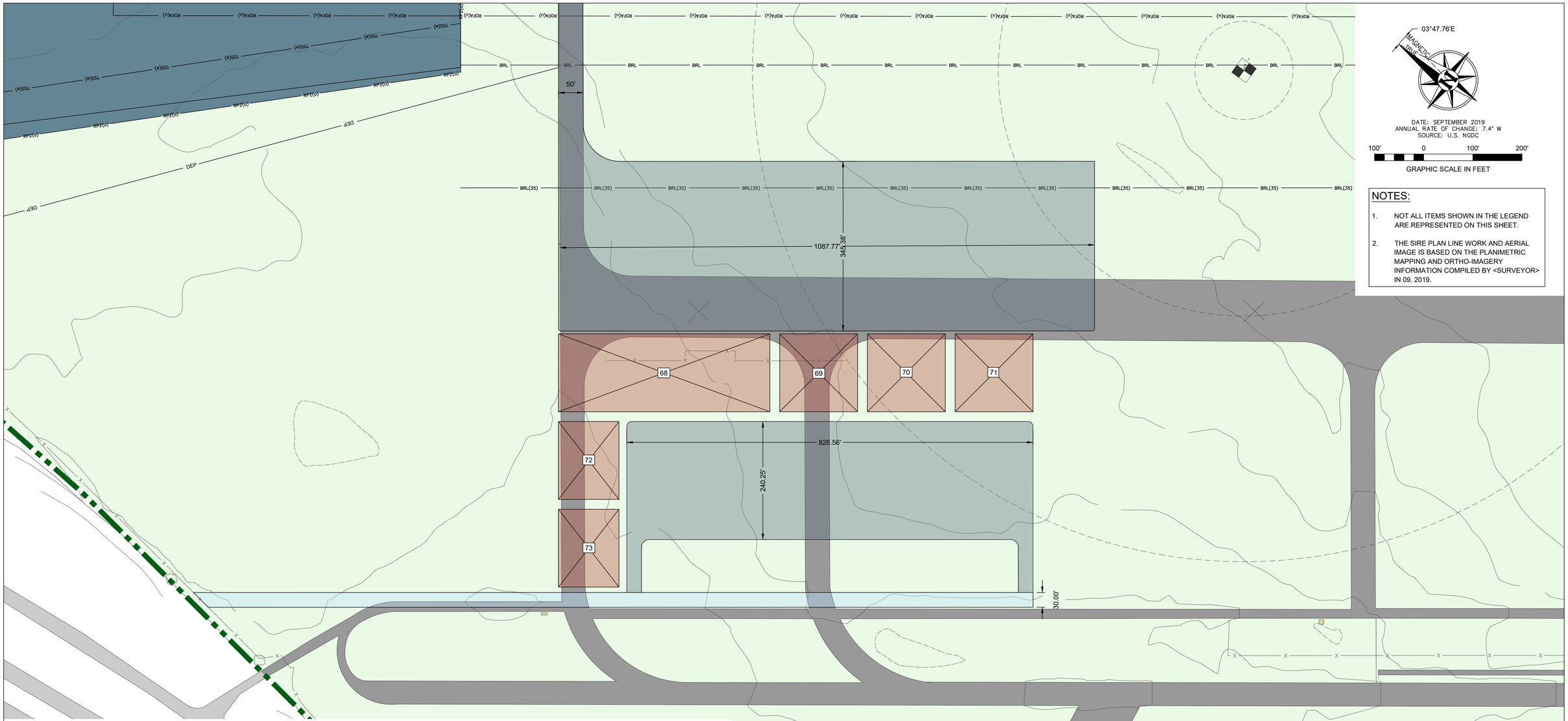
AIRPORT LAYOUT PLAN

TERMINAL AREA PLAN II

AIP GRANT NO.	KSA JOB NO.	DATE:
3-48-0215-xx-2019	EDN.027	SEPTEMBER 2019

12
SHEET NO.

\\KSA-MCK-SERVER1\Projects\Projects\EDN027\008 CAD\30 Sheets\EDN027-ALP-ATAD.dwg : AIRPORT TERMINAL AREA DRAWING II



AIRPORT FACILITY LIST

BUILDING NUMBER	DESCRIPTION		TOP ELEVATION
	EXISTING	ULTIMATE	
70	-	T-HANGAR	TBD
71	-	T-HANGAR	TBD
72	-	T-HANGAR	TBD
73	-	T-HANGAR	TBD
74	-	T-HANGAR	TBD
75	-	T-HANGAR	TBD

DRAWING LEGEND

ITEM	EXISTING	ULTIMATE
AIRPORT PROPERTY LINE		
AIRPORT SECURITY FENCE	X	XX
AIRPORT REFERENCE POINT (ARP)		
BUILDINGS		
AIRFIELD PAVEMENT		
PAVED ROADS		
RUNWAY PROTECTION ZONE (RPZ)		
PAVEMENT TO BE REMOVED		

KSA
A · DYNAMIC · PERSPECTIVE

DES: JB
DR: CJM
CH: MM
APP: MM

ISSUE RECORD

NO.	BY	DATE	REVISION

South Texas International Airport at Edinburg

SOUTH TEXAS INTERNATIONAL EDINBURG, TEXAS

AIRPORT LAYOUT PLAN

TERMINAL AREA PLAN III

AIP GRANT NO.	KSA JOB NO.	DATE:
3-48-0215-xx-2019	EDN.027	SEPTEMBER 2019

13
SHEET NO.

\\KSA-MCK-SERVER1\Projects\Projects\EDN027\008 CAD\30 Sheets\EDN027-ALP-ATAD.dwg : AIRPORT TERMINAL AREA DRAWING III

LAND USE LEGEND	
AIRPORT OPERATIONS AREA	
RPZ (EX)	
RPZ (FUTURE)	
RPZ (ULT)	
AVIATION RELATED DEVELOPMENT AREA	
NON-AVIATION RELATED DEVELOPMENT AREA	
RESIDENTIAL	
AGRICULTURAL	
INDUSTRIAL	

NOTES:

1. HIDALGO COUNTY CURRENTLY OWNS ALL LAND SURROUNDING THE AIRPORT PROPERTY LINE, NO ZONING RESTRICTIONS HAVE BEEN ENACTED BY THE COUNTY AS RELATED TO THE AIRPORT.

ALP Set currently under review by FAA.
DRAFT COPY



DATE: SEPTEMBER 2019
ANNUAL RATE OF CHANGE: 7.4° W
SOURCE: U.S. NGDC

500' 0 500' 1000'
GRAPHIC SCALE IN FEET

KSA
A · DYNAMIC · PERSPECTIVE

DES: JB	ISSUE RECORD			
DR: CJM	NO.	BY	DATE	REVISION
CH: MM				
APP: MM				

South Texas International Airport at Edinburg

SOUTH TEXAS INTERNATIONAL EDINBURG, TEXAS

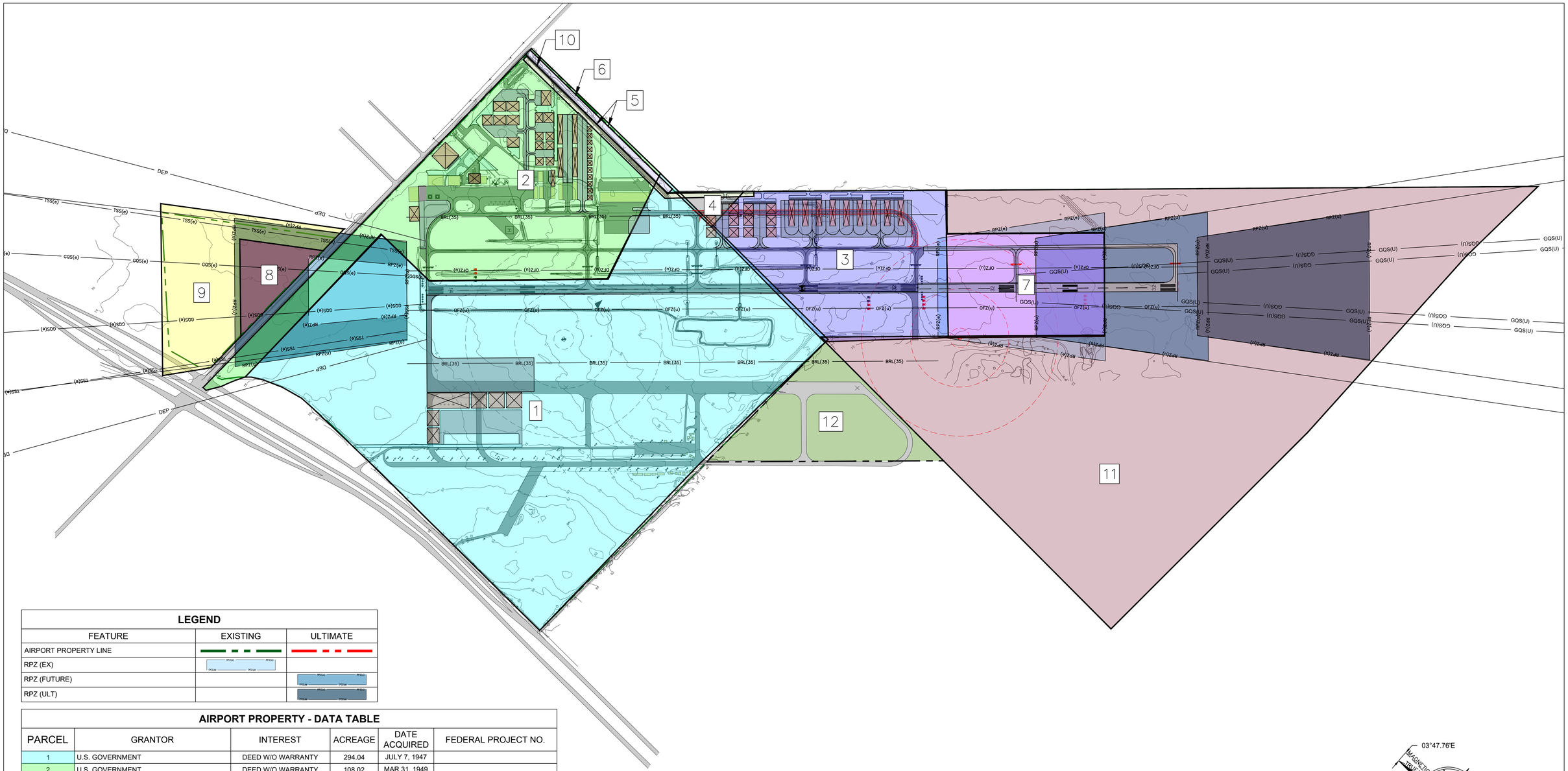
AIRPORT LAYOUT PLAN

AIRPORT LAND USE PLAN

AIP GRANT NO.	KSA JOB NO.	DATE:
3-48-0215-xx-2019	EDN.027	SEPTEMBER 2019

14
SHEET NO.

\\KSA-MCK-SERVER1\Projects\Projects\EDN027\008 CAD\30 Sheets\EDN027-ALP-ALUD.dwg : AIRPORT LAND USE DRAWING



LEGEND		
FEATURE	EXISTING	ULTIMATE
AIRPORT PROPERTY LINE		
RPZ (EX)		
RPZ (FUTURE)		
RPZ (ULT)		

AIRPORT PROPERTY - DATA TABLE

PARCEL	GRANTOR	INTEREST	ACREAGE	DATE ACQUIRED	FEDERAL PROJECT NO.
1	U.S. GOVERNMENT	DEED W/O WARRANTY	294.04	JULY 7, 1947	
2	U.S. GOVERNMENT	DEED W/O WARRANTY	108.02	MAR 31, 1949	
3	JORGE H. TREVINO	DEED OF TRUST	66.56	SEPT 28, 1984	
4	LMB CORPORATION	WARRANTY DEED	3.00	MAY 10, 1983	
5	FEDERAL AVIATION ADMINISTRATION	CORRECTION - DEED OF RELEASE	3.00	APRIL 14, 1983	
6	LMB CORPORATION	WATER EASEMENT	3.00	MAY 10, 1983	
7	GUERRA BROTHERS	WARRANTY DEED	38.54	MAY 22, 1997	
8	LMB CORPORATION	SPECIAL WARRANTY DEED	9.65	JAN 27, 1997	
9	LMB CORPORATION	SPECIAL WARRANTY DEED	34.46	JAN 27, 1997	
11	GUERRA BROTHERS	WARRANTY DEED	344.21	OCT 2009	
12	FUTURE PARCEL	-		-	

CONVEYED/RELEASED AIRPORT PROPERTY - DATA TABLE

PARCEL	GRANTOR	INTEREST	ACREAGE	DATE ACQUIRED	FEDERAL PROJECT NO.
5	FEDERAL AVIATION ADMINISTRATION	CORRECTION - DEED OF RELEASE	3.00	APRIL 14, 1983	
10	GUERRA BROTHERS	ACCESS EASEMENT	3.33	SEPT 4, 1984	

ALP Set currently under review by FAA.
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KSA
A · DYNAMIC · PERSPECTIVE

DES: JB
DR: CJM
CH: MM
APP: MM

ISSUE RECORD

NO.	BY	DATE	REVISION

South Texas International Airport at Edinburg

SOUTH TEXAS INTERNATIONAL
EDINBURG, TEXAS

AIRPORT LAYOUT PLAN

AIRPORT PROPERTY MAP

AIP GRANT NO.	KSA JOB NO.	DATE:
3-48-0215-xx-2019	EDN.027	SEPTEMBER 2019

15
SHEET NO.

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IMPLEMENTATION PLAN

6. IMPLEMENTATION PLAN

With the selection of the Recommended Development Plan, this chapter presents a summary of the airport improvements identified in the development plan Capital Improvement Program (CIP), its anticipated phasing, and funding sources. The analysis provides estimates of the local share of project costs and the total amount of capital investment that may be required from the airport sponsor over the planning period. These costs and associated funding sources are for planning purposes and may change at the time of implementation based on current construction costs, bidding, and project scope.

Additionally, the phasing and timing for future projects is important and will be subject to funding availability, sponsor contributions, and needs of the users of the airport. Projects may be chosen from this plan and implemented accordingly based on dynamic market conditions and needs. The chapter is intended to be a guide for implementing the recommended development and may be flexible based on real world factors and conditions.

6.1 CAPITAL IMPROVEMENT PROGRAM

The Capital Improvement Program (CIP) identifies improvement projects that are recommended for an airport over a specific period of time, estimates the order in which the projects are to take place, and calculates the total costs and funding sources of the projects. As the CIP progresses from projects planned in the current year to those planned in future years, it becomes less detailed and more flexible. Additionally, the CIP is typically modified on an annual basis as new projects are identified or as projects and priorities change. Table 6.1 summaries projects for this plan.

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Table 6-1 Airport Development Summary	
Runway	• Runway 14-32 Rehab (Seal Coat) • Conduct EA for Runway and Taxiway Extension • Extend Runway 14-32 south 75’ x 1,000’ (90,000 lbs. DW) • Extend Runway 14-32 south 100’ x 1,641’ (90.000 lbs. DW) • Widen Runway 14-32 25’ (90,000 lbs. DW) • General lifecycle pavement rehabilitation
Taxiway	• Taxiway B, C, D, E, and F Rehab (Seal Coat) • Construct new ADG-III Taxiway (90,000 lbs. Dual Wheel) • Extend Taxiway “B” south 40’ x 1,400’ (90,000 lbs. DW) • Demolish and remove 40’ x 2,500’ of failed T/W pavement • Extend Taxiway “B” south 40’ x 2,041’ (90,000 lbs. DW) • General lifecycle pavement rehabilitation
Apron	• Terminal Apron and Helipad Rehab (Seal Coat) • Construct West Side Apron • Expand DPS Apron
Hangars	• Construct New DPS Hangar • Add various sized hangars (dependent on market and demand) • Construct MRO/Education facilities (160’ x 160’) – West Side • Construct (2) Additional DPS Hangars (125’ x 150’)
Auto Parking	• Construct new terminal parking • Construct new airport access from Air Cargo Drive • Construct west side access road
Lighting	• Upgrade PAPI-2L to PAPI-4L • Install LED MITL on all taxiways and connectors • Upgrade MIRL to LED Type • Install MIRL and relocate threshold lights to coincide with R/W extension
Miscellaneous	• Construct New FBO • Install 30,000 linear feet of wildlife fencing and security access gate • Conduct Drainage Study • Relocate AWOS • Acquire 1.5 acres of property for RPZ protection • Construct new joint city/airport Fire Station • Acquire 34 acres for aeronautical development • Annual RAMP Grant Maintenance Program

6.2 COST ESTIMATES

Projects presented in the Recommended Development Plan involve many variables and phases. Costs associated with these projects usually include preliminary engineering, design, construction, and administration oversight. The lifecycle of each project will be determined by the type and associated complexity of each project. For instance, runway projects may involve many phases and detailed engineering plans will be scoped and estimated at the time of project implementation. Due to these variables most estimates of costs are on a scale comparable to airports with similar types of projects and requirements. However, for planning purposes, these estimates are usually conservative to allow for adequate budgeting in future years.

In addition to raw materials costs – other factors are usually rolled in to each project to give a total estimated cost to include the following:

- Preliminary Engineering Reports
- Design (usually estimated at 10% of construction costs)
- Construction including mobilization costs for contractors
- Construction Administration (usually estimated at 12% of construction costs)

Given the uncertainty of future material costs and other variables, most estimates also include a 10% contingency buffer. When planning for projects as far as 20 years in the future this will help offset any errors or changes in pricing. In an effort not to skew high priority safety and maintenance projects with lower priority funded support projects, aircraft storage hangar costs will be shown separately. Table 6.2 describes estimated total costs for projects included in the CIP, while Table 6.3 reflects cost estimates for various sized aircraft storage hangars.

Traditionally, hangars are not typically considered high priority projects and are often times constructed with private of third-party funds; however, they are an integral component for attracting operators and/or businesses to the field and one of the few primary revenue sources generated at the field. While there are federal assisted funding programs in place for hangars, other priority items at an airport usually preclude these from being constructed in short- and immediate-time frames. Additionally, hangars are constructed based on market demands. Costs for hangars are provided for information purposes and are variable depending on the potential tenants needs and lease agreement with the airport.

Table 6-2 Cost Estimates					
Project Description	**Design (10%)**	**Construction Admin (12%)**	**Construction**	**Total Construction**	**Total Project**
Construct New DPS Hangar	$550,000	$594,000	$4,356,000	$4,950,000	$5,500,000
Conduct Drainage Study	-	-	$125,000	-	$125,000
30,000' Wildlife Fencing & Gate	$102,141	$122,569	$1,021,140	$1,143,979	$1,246,120
Upgrade PAPI-2L to PAPI-4L	$18,000	$21,600	$180,000	$201,600	$219,600
Rehabilitate Runway 14-32 (Seal Coat)	$73,300	$87,960	$733,000	$820,960	$894,260
Rehab Taxiways B, C, D, E, & F (Seal Coat)	$59,240	$71,088	$592,404	$663,492	$722,733
Construct new ADG-III T/W	$175,033	$210,039	$1,750,327	$1,960,366	$2,135,399
Construct new airport access from Air Cargo Drive	$65,580	$78,696	$655,800	$734,496	$800,076
Install LED MITL on all T/W and connectors	$102,063	$122,476	$1,020,630	$1,143,106	$1,245,169
Upgrade MIRL to LED type	$44,000	$52,800	$440,000	$492,800	$536,800
Relocate AWOS	$25,680	$30,816	$256,800	$287,616	$313,296
Conduct Environmental Assessment for R/W & T/W Extension	-	-	$100,000	$100,000	$100,000
Extend R/W 14-32 75' x 1,000'	$279,000	$334,800	$2,789,997	$3,124,797	$3,403,796
Extend T/W "B" 40' x 1,400'	$236,616	$283,939	$2,366,160	$2,650,099	$2,886,715
Install MIRL and relocate threshold lights to coincide with R/W extension	$14,124	$16,949	$141,240	$158,189	$172,313
Demolish and remove 40' x 2,500' of failed T/W pavement	$44,000	$52,800	$440,000	$492,800	$536,800
Property Acquisition (1.5 Acres)	-	-	$30,000	$30,000	$30,000
Construct Fire Station	$240,000	$288,000	$2,400,000	$2,688,000	$2,928,000
Construct West Side apron and taxiway	$153,585	$184,301	$1,535,845	$1,720,146	$1,873,731
Construct West Side access road	$150,000	$180,000	$1,500,000	$1,680,000	$1,830,000
Conduct Environmental Assessment for R/W and T/W Extension	-	-	$120,000	$120,000	$120,000
Extend R/W 14-32 100' x 1,000'	$487,400	$584,880	$4,874,000	$5,458,880	$5,946,280
Extend T/W "B" 40' x 2,041'	$305,546	$366,652	$3,055,430	$3,422,082	$3,727,625
Widen R/W 14-32 25'	$333,602	$400,322	$3,336,018	$3,736,340	$4,069,942
Install MIRL and relocate threshold lights to coincide with R/W extension	$20,676	$24,811	$206,760	$231,571	$252,247

Property Acquisition (34 Acres)	-	-	$510,000	$510,000	$510,000
Runway 14-32 Rehab (Seal Coat)	$246,184	$295,421	$2,461,842	$2,757,263	$3,003,447
Taxiway B, C, D, E, & F Rehab (Seal Coat)	$178,500	$214,200	$1,785,000	$1,999,200	$2,177,700
Rehab Terminal Apron & Helipad (Mill & Overlay)	$201,104	$241,324	$2,011,035	$2,252,359	$2,453,463
Update Airport Master Plan	$27,500	$33,000	$275,000	$308,000	$335,500
TOTAL	**$4,132,874**	**$4,893,443**	**$41,069,428**	**$45,838,141**	**$50,096,012**

Source: KSA

Table 6-3
Aircraft Storage Hangars Cost Estimates

Project Description	Design (10%)	Construction Admin (12%)	Construction	Total Construction	Total Project
Infill and East side hangar development area and pavement • 50' x 50' (4) • 80' x 80' (6) • 100' x 125' (3)	$904,195	$1,085,033	$588,728 (ea) $1,085,944 (ea) $2,360,578 (ea)	$10,126,982	$10,524,510
Construct T-hangars in Terminal Area • 40' x 120' (1) • 40' x 176' (2)	$353,973	$424,768	$667,350 (ea) $1,752,152 (ea)	$3,964,498	$4,318,471
Construct MRO/Education facilities – West Side	$1,100,000	$1,320,000	$11,000,000	$12,320,000	$13,420,000
Construct DPS Expansion	$191,280	$229,536	$1,912,800	$2,142,336	$2,333,616
TOTAL	**$2,549,448**	**$5,608,785**	**$20,395,583**	**$28,553,816**	**$30,596,597**

Source: KSA

6.3 PROJECT SCHEDULE

As detailed in the cost estimates, the anticipated funding needed to enact the Airport Development Plan will be substantial. This is not expected to be completed in a singular time frame and is included in a schedule and phased implementation. With a total of over $88 million in improvements, projects must be done incrementally to be financially feasible. Projects are broken into phases below to help airport and municipal staff prioritize projects and plan accordingly. Certain projects may be shifted into other phases as needed depending on funding priority and user needs over the duration of the planning period.

SHORT TERM – (CURRENT TO 5 YEARS)

Projects listed in this phase are considered high priority and will need to be addressed soon after the adoption of the plan. As previously mentioned, this is dependent on funding levels. In order to maintain the integrity of the runway/taxiway pavement it is recommended that the seal coat of Runway 14/32, Taxiways B, C, D, E, and F be completed during this phase. Additionally, the airport is currently void of any taxiway lighting. Its is recommended LED MITLs be installed on all taxiways and connectors as well as upgrading of the PAPI-2L to PAPI-4L.

In addition, in order to provide a secure operating environment for aircraft, it is recommended that 30,000 linear feet of wildlife fencing be installed during the short-term planning period to assist both security and wildlife mitigation.

The following projects are expected to occur in this short-term planning period:

- Construct new DPS Hangar and Associated Parking
- Conduct Drainage Study
- Install 30,000 linear feet of wildlife fencing and security gate access
- Upgrade PAPI-2L to PAPI-4L
- Rehabilitate Runway 14/32 (seal coat)
- Rehabilitate Taxiways B, C, D, E and F (seal coat)
- Construct new ADG-III taxiway (90,000 lbs. dual wheel)
- Construct new airport access from Air Cargo Drive
- Install LED MITL on all taxiways and connectors
- Upgrade MIRL to LED type

MID-TERM – (6 TO 10 YEARS)

This phase of the plan is usually the most difficult to project. Projects that do not get funded as planned in the first phase can fall into this timeline quite often. However, it is important to keep these in mind as development progresses on the airport to ensure proper sequential development.

In this planning period, the majority of the projects are focused on the extension to Runway 14-32, environmental assessment, lighting upgrades/relocations, and associated parallel Taxiway "B" extension and connector.

Additionally, to increase the safety and efficiency of services provided at the airport and north of the City of Edinburg, it is recommended that a joint City/Airport Fire Station be constructed to provide services to both the Airport and the northern limits of the City of Edinburg.

This planning period will also focus on the west side development including the construction of MRO/Education facilities in support of the University of Texas – Rio Grande Valley (UTRGV). These facilities will include connector taxiway, apron hangar, classroom, office, and a new west side access road.

The following projects are expected to occur in this planning period:

- Relocate AWOS
- Conduct Environmental Assessment for R/W 14-32 and T/W "B" extension
- Extend Runway 14-32 south 75' x 1,000' (90,000 lbs. dual wheel)
- Extend Taxiway "B" south 40' x 1,400' (90,000 lbs. dual wheel)
- Install MIRL and relocate threshold lights to coincide with R/W extension
- Demolish and remove 40' x 2,500' of failed pavement
- Acquire 1.5 acres for RPZ Protection
- Construct new joint city/airport Fire Station
- Construct new MRO/Education facilities – West Side
- Construct new apron and west side taxiway to coincide with new facilities
- Construct new west side access road

LONG-TERM – (11 TO 20 YEARS)

These projects are combined into a ten-year period in the last phase of the development plan horizon. These projects tend to be large scale and will include more development given the expected timeline. However, inherently, these projects also provide for the most flexibility as they are far into the future of the airport.

During this planning period, the majority of the projects are focused on the final extension and widening of Runway 14-32, environmental assessment, lighting upgrades/relocations, and associated parallel Taxiway "B" extension and connector. Airport pavement maintenance will continue during this phase with beginning with the Runway 14-32, Taxiways B, C, D, E, F, and Terminal Area Apron/Helipad mill and overlay.

Additionally, its is expected that the Department of Public Safety (DPS) facilities will require expansion during this planning period.

The following projects are expected to occur in this planning period.

- Conduct Environmental Assessment for R/W 14-32 and T/W "B" extension
- Extend Runway 14-32 south 100' x 1,641' (90,000 lbs. dual wheel)
- Extend Taxiway "B" south 40' x 2,041' (90,000 lbs. dual wheel)
- Widen R/W 14-32 by 25" to coincide with R/W extension
- Install MIRL and relocate threshold lights to coincide with R/W extension
- Acquire 34 acres for aeronautical development
- Rehabilitate Runway 14-32 (Mill and Overlay)
- Rehabilitate Taxiways B, C, D, E, and F (Mill and Overlay)
- Rehabilitate Terminal Area Apron and Helipad (Mill and Overlay)
- Expand DPS apron and hangar area
- Conduct Airport Master Plan Update

ROUTINE MAINTENANCE PROJECTS:

As airport infrastructure ages, routine maintenance will be required throughout the 20-year planning period including on-going pavement, lighting, NAVAID, and other projects. For runway, taxiway, and apron areas this includes pavement crack and seal or rehabilitation projects necessary to maintain a safe environment for aircraft operations. The airport will need to routinely assess the condition of the pavement and airside operational requirements such as marking and lighting to ensure sound operational condition.

It will be important the airport stay active in the TxDOT Aviation Pavement Management Programs to help assist with managing the pavement and keeping track of airport pavement conditions. The Airport should take advantage of state grants in order to gain as much funding assistance for routine airport pavement maintenance as well as minor capital improvement projects.

BEYOND MASTER PLAN HORIZON:

Certain development has been identified in future phases that may be included in subsequent master planning efforts. These phases are not expected to be completed in the 20-year planning horizon, however have been detailed to examine ultimate build-out potential of the west side of the airfield. Development shown is largely hangar-based MRO/Education facilities that may be funded in part by local/private developers and could be expanded independently from the rest of the airfield as required.

As previously mentioned, it is important to keep this long-range development in the plan as it may influence how development is expanded in the near term. Space will need to be preserved to allow for access taxiways that lead to the ultimate proposed development. Hangar development previously identified in the alternatives chapter and labeled on the Recommended Development Plan will include large hangar development areas with subsequent apron space.

6.4 FUNDING SOURCES

This section describes sources and eligibility criteria for funding programs the Airport may take advantage of to aid in the funding of future development projects. It is not guaranteed all funding sources will be available and used on aircraft projects, however lists the general options and funding criteria. During financial implementation of projects at the airport, all funding sources should be evaluated and coordinated with the appropriate funding source for eligibility.

FAA FUNDING

To promote the development of airports, a comprehensive program was established to provide grants for airports under what is now the Airport Improvement Program (AIP). Established by the Airport and Airway Improvement Act of 1982, initial AIP provided funding legislation through fiscal year 1992. Since then, the AIP has been authorized and appropriated on a yearly basis. Funding for this program is generated from tax on airline tickets, freight waybills, international departure fees, and a tax on aviation fuel. Currently, the approved funding level for AIP is approximately $3.35 Billion.

The FAA issues and administers AIP grants through its regional offices and airport district offices. The AIP provides up to 90 percent funding for AIP eligible project costs, with the airport sponsors being responsible for the remaining 10 percent share. AIP funding must be spent on FAA eligible projects as defined in FAA Order 5100.38D, Change 1 “Airport Improvement Program (AIP) Handbook.”

STATE FUNDING

The Texas Department of Transportation (TxDOT) Aviation Division oversees grant funding for General Aviation and Reliever Airports in the state of Texas, known as a block grant state. Texas is one of 10 Block Grant states that allocate funding on behalf of the FAA. Funding is eligible for cities and counties to obtain and disburse federal and state funds for these airports included in the 300-airport Texas Airport System Plan (TASP).

AVIATION CAPITAL IMPROVEMENT PROGRAM (CIP)

The ACIP is a plan for general aviation airport development in Texas. This program details anticipated airport projects based on the projected funding levels of the FAA AIP program and the Texas Aviation Facilities Development Program. This multi-year program is amended annually and designed to give airport sponsors, the FAA, and TxDOT a realistic plan for potential projects including scope, cost, and schedule. However, inclusion of a project in the Aviation CIP is not a commitment for future funding: and will not guarantee that the project will be implemented during the year it is programmed. Continued justification and local sponsor cost share are determining factors in the timely implantation of these projects. Projects identified in the current year will go before the Texas Transportation Commission for approval prior to going out for proposals and funding. Most grant items funded through this program are a 90 / 10 cost share.

This program will fund the largest share of the airport's capital improvement needs over the duration of the development plan. Airport sponsors should consistently engage TxDOT Aviation staff of airport project needs for consideration in the ACIP.

RAMP PROGRAM

TxDOT Aviation Division also administers the Routine Airport Maintenance Program (RAMP), which matches local government grants (50/50) up to $50,000 for basic improvements such as parking lots, fencing, and other airside and landside needs. This program is aimed at assisting airports continue to provide quality services and infrastructure through an annual maintenance basis. Projects that may not be eligible under other funding sources may be used here after other obligations are met. The local government match is 50% of actual costs plus any excess of $100,000 total costs.

This program includes smaller budget airside and landside airport improvements such as:

- Construction of airport entrance roads
- Pavement of airport public parking lots
- Installation of security fencing
- Replacement of rotating beacon

TxDOT determines the eligibility of specific items and insists that airside improvements are secure before requesting assistance with landside maintenance and improvements.

HANGAR PROGRAM

This program allows an airport to utilize a four-year bank of NPE for the construction of hangars. However, in order to qualify, all of an airport's airside and safety deficiency needs must be met. Other considerations that must be met include: justification for the additional hangar need, site specific location based on an approved Airport Layout Plan (ALP), fair market hangar lease and rate structure in place, and adoption of airport minimum standards. This program assists airport sponsors with funding these structures with a local share of 10%, with the state contributing 90% up to a state maximum contribution of $600,000. It is important to note that should the airport decide to pursue funding under this program, it would be exempt from funding for the following 3 years.

TERMINAL PROGRAM

One additional program that TxDOT Aviation provides is specific to general aviation terminal buildings. Many airports across the state are in need of upgrading or new terminal facilities for pilot lounges, FBO facilities and airport staff administration. This program assists airport sponsors that have not previously been awarded funding for new terminal buildings at a local share of 50% up to a state maximum contribution of $500,000.

SPONSOR FUNDING

The City of Edinburg has a dedicated fund for the airport. The Airport Fund is approved annually through the city's budgeting process and funds are allocated to account for airport facilities operations and all activities necessary to provide services at the airport. As such, revenues collected by the airport such as lease rental income and other services are used to match expenses and match grant requirements. It is important to maximize revenues in order to continue to fund such activities with revenue generated directly from the airport. This fund will be critical to maintain in order to match future large capital improvement projects.

ALTERNATE FUNDING SOURCES

Often when traditional aviation funding sources are not eligible or have been expended, other local and alternate funding options should be considered. Innovative financial strategies can be evaluated with the support of local elected officials and the general public. In addition to traditional municipal debt services such as general bond elections, other funding sources may be applicable.

Texas Enterprise Fund – The Texas Enterprise Fund (TEF) is the largest fund of its kind in the nation. The fund is used as a final incentive tool for projects that offer significant projected job creation and capital investment and where a single Texas site is competing with another viable out-of-state option. This may be useful in attracting aeronautical companies to the airport from the other states that will significantly impact the local and state economy.

State Financing – Texas is committed to facilitating funding for companies and communities with expansion and relocation projects in the state. Asset-based loans for companies, leverages loans to communities, and tax-exempt bond financing are just a few means of obtaining the capital necessary for a successful project.

Tax Incentives – The state also offers a variety of tax incentives and innovative solutions for businesses expanding in or relocating to Texas. Programs include Enterprise Zone sales tax refunds, manufacturing sales tax exemptions, property tax value limitation, and "freeport" inventory tax exemptions.

In addition to the possible funding courses mentioned above, there are federal programs that assist with workforce and job creation along with research and innovation. Partnerships with area universities and junior colleges may be an exciting way to involve education in the airport's development goals.

6.5 CAPITAL IMPROVEMENT PROGRAM SUMMARY

This program will not be solely funded by the airport sponsor. The cost estimates previously presented are broken down by phase and give an estimated cost share based on eligibility. Subject to approval and funding, the following cost estimates by project type are listed in Table 6.4.

Table 6-5
Project Cost Summary

Project Description	Total	Federal / State Share	Local / Private Share
Construct new DPS Hangar	$5,500,000	$5,000,000	$500,000
Conduct Drainage Study	$125,000	$112,500	$12,500
Install Wildlife Fencing (30,000 lf) and Security Gate	$1,246,120	$1,121,508	$124,612
Upgrade PAPI-2L to PAPI-4L	$219,600	$197,640	$21,960
Rehabilitate Runway 14-32 (Seal Coat)	$894,260	$804,834	$89,426
Rehabilitate Taxiways B, C, D, E, and F (Seal Coat)	$722,733	$650,460	$72,273
Rehabilitate Terminal Apron and Helipad (Seal Coat)	$596,824	$537,142	$59,682
Construct new ADG-III taxiway (90,000 lbs. dw)	$2,135,399	$1,921,859	$213,540
Construct new airport access from Air Cargo Drive	$800,076	$720,068	$80,008
Construct one Box Hangar (100’ x 125’)	$2,591,565	$0	$2,591,565
Construct one T-Hangar (40’ x 120’)	$814,167	$0	$814,167
Construct two Box Hangars (80’ x 80’)	$2,329,566	$0	$2,329,566
Install LED MITL on all taxiways and connectors	$1,245,169	$1,120,652	$124,517
Upgrade MIRL to LED type	$536,800	$483,120	$53,680
TxDOT RAMP	$100,000	$50,000	$50,000
Short-term Subtotal	**$19,857,279**	**$12,919,783**	**$7,337,496**
Relocate AWOS	$313,296	$281,966	$31,330
Environmental Assessment for R/W & T/W extension	$100,000	$90,000	$10,000
Runway 14-32 Extension (75’ x 1,000’)	$3,403,796	$3,063,417	$340,380
Taxiway “B” Extension (40’ x 1,400’)	$2,886,815	$2,598,044	$288,672
Install MIRL, relocate threshold lights	$172,313	$155,082	$17,231
Demolish and remove failed pavement (40’ x 2,500’)	$563,800	$483,120	$53,680
Property Acquisition for RPZ Protection (1.5 Acres)	$30,000	$27,000	$3,000
Construct new joint city/airport Fire Station	$2,928,000	$2,635,200	$292,800
Construct new MRO/Education facilities – West Side	$13,420,000	$12,078,000	$1,342,000
Construct west side apron and taxiway	$1,873,731	$1,686,358	$187,373
Construct new west side access road	$1,830,000	$1,647,000	$183,000

Construct one Box Hangar (100’ x 125’)	$2,246,590	$0	$2,246,590
Construct one T-Hangar (40’ x 176’)	$1,767,392	$0	$1,767,392
Construct two Box Hangars (80’ x 80’)	$2,096,238	$0	$2,096,238
Construct two Box Hangars (50’ x 50’)	$1,255,380	$0	$1,255,380
TxDOT RAMP	$100,000	$50,000	$50,000
Intermediate-term Subtotal	**$35,046,955**	**$24,995,186**	**$10,365,065**
Environmental Assessment for R/W & T/W extension	$120,000	$108,000	$12,000
Runway 14-32 Extension (100’ x 1,641’)	$5,946,280	$5,351,652	$594,628
Taxiway “B” Extension (40’ x 2,041’)	$3,727,625	$3,354,862	$372,762
Widen R/W 14-32 by 25’	$4,069,942	$3,662,948	$406,944
Install MIRL, relocate threshold lights	$252,247	$227,022	$25,225
Property Acquisition for Aeronautical Dev. (34 Acres)	$510,000	$459,000	$51,000
Rehabilitate Runway 14-32 (Mill & Overlay)	$3,003,447	$2,703,103	$300,345
Rehabilitate Taxiways B, C, D, E, and F (Mill & Overlay)	$2,177,700	$1,959,930	$217,770
Rehabilitate Terminal Apron/Helipad (Mill & Overlay)	$2,456,463	$2,208,116	$245,346
Expand DPS apron and hangar area	$2,333,616	$2,100,254	$233,362
Construct one Box Hanger (100’ x 125’)	$2,243,580	$1,682,685	$560,895
Construct one T-Hangar (40’ x 176’)	$1,736,912	$1,302,684	$434,228
Construct two Box Hangars (80’ x 80’)	$2,089,860	$1,567,395	$522,465
Construct two Box Hangars (50’ x 50’)	$1,099,530	$824,647	$274,882
Conduct Airport Master Plan Update	$335,500	$301,950	$33,350
TxDOT RAMP	$100,000	$50,000	$50,000
Long-term Subtotal	**$33,099,701**	**$22,936,838**	**$10,162,863**
TOTALS	**$88,717,231**	**$60,851,806**	**$27,865,425**

6.6 PHASING PLAN

The cost estimates indicate the suggested phasing for projects during the short, intermediate, and long-range planning periods. The proposed improvements for each phase are illustrated graphically by time period. These are suggested schedules and variance from them will almost certainly be likely, particularly during latter time frames. Attention has been given to the first five years as being most critical, and the scheduled projects outlined in this time frame should be adhered to as much as possible. The demand for certain facilities and economic feasibility of their development are the prime factors influencing the timing of individual project implementation. Care must be taken to provide for adequate lead-time for detailed planning and construction of facilities in an effort to meet aviation demands. **Table 6.5** and **Exhibit 6.1** present the phasing plan.

Table 6-5
Project Cost Summary

		Project Description	Justification	Total Cost
SHORT-TERM (0-5 YEARS)	1	Construct new DPS Hangar	Capacity	$5,500,000
	2	Conduct Drainage Study	Safety	$125,000
	3	Install Wildlife Fencing and Security Gate	Safety/Security	$1,246,120
	4	Upgrade PAPI-2L to PAPI-4L	Safety	$219,600
	5	Rehabilitate Runway 14-32 (Seal Coat)	Safety	$894,260
	6	Rehabilitate Taxiways B, C, D, E, F (Seal Coat)	Safety	$722,733
	7	Rehabilitate Apron/Helipad (Seal Coat)	Safety	$596,824
	8	Construct new ADG-III Taxiway	Capacity	$2,135,399
	9	Construct new airport access (Air Cargo Dr)	Capacity	$800,076
	10	Construct Box Hangar (100’ x 125’)	Capacity	$2,591,565
	11	Construct T-Hangar (40’ x 120’)	Capacity	$814,167
	12	Construct Box Hangar (80’ x 80’)	Capacity	$2,329,566
	13	Install LED Medium Intensity Taxiway Lights	Safety	$1,245,169
	14	Upgrade MIRL to LED Type	Safety	$536,800
INTERMEDIATE-TERM (6-11 YEARS)	1	Relocate AWOS	Safety	$313,296
	2	EA for Runway/Taxiway Extension	Capacity	$100,000
	3	Runway 14-32 Extension (75’ x 1,000’)	Capacity	$3,403,796
	4	Taxiway “B” Extension (40’ x 1,400’)	Capacity	$2,886,715
	5	Install MIRL and relocate threshold lights	Safety/Capacity	$172,313
	6	Demolish/Remove pavement (40’ x 2,500’)	Safety	$536,800
	7	Property Acquisition (1.5 Acres)	Safety	$30,000
	8	Construct Joint Fire Station	Safety	$2,928,000

	9	Construct new MRO/Education Facilities	Capacity	$13,420,000
	10	Construct apron and taxiway (West Side)	Capacity	$1,873,731
	11	Construct new access road (West Side)	Capacity	$1,830,000
	12	Construct Box Hangar (100’ x 125’)	Capacity	$2,246,590
	13	Construct T-hangar (40’ x 176’)	Capacity	$1,767,392
	14	Construct (2) Box Hangars (80’ x 80’)	Capacity	$2,096,238
	15	Construct (2) Box Hangars (50’ x 50’)	Capacity	$1,255,380
LONG-TERM (11-20 YEARS)	1	EA for Runway and Taxiway Extension	Capacity	$120,000
	2	Runway 14-32 Extension (100’ x 1,641’)	Capacity	$5,946,280
	3	Taxiway “B” Extension (40’ x 2,041’)	Capacity	$3,727,625
	4	Widen Runway 14-32 (25’)	Capacity/Design Standards	$4,069,942
	5	Install MIRL and relocate threshold lights	Safety/Capacity	$252,247
	6	Property Acquisition (34 acres)	Capacity	$510,000
	7	Rehabilitate Runway 14-32 (Mill & Overlay)	Safety	$3,003,447
	8	Rehab T/W’s B, C, D, E & F (Mill & Overlay)	Safety	$2,177,700
	9	Rehab Apron/Helipad (Mill & Overlay)	Safety	$2,453,463
	10	Expand DPS apron and hangar area	Capacity	$2,333,616
	11	Construct Box Hangar (100’ x 125’)	Capacity	$2,243,580
	12	Construct T-Hangar (40’ x 176’)	Capacity	$1,736,912
	13	Construct (2) Box Hangars (80’ x 80’)	Capacity	$2,089,860
	14	Construct (2) Box Hangars (50’ x 50’)	Capacity	$1,099,530
	15	Conduct Airport Master Plan Update	-	$335,500

KSA

South Texas International Airport at Edinburg

F.M. RD. 490

AIR CARGO DRIVE

AIRFIELD DRIVE

PROPOSED I69 CORRIDOR

ACCESS ROAD TO HANGARS

PROPERTY ACQUISITION (1.5 ACRES)

ULTIMATE RPZ
1000 X 1750 X 1510

500 X 1000 X 700
NOT LOWER THAN 1-MILE

AERONAUTICAL DEVELOPMENT AREA (24 ACRES)

TWY A

TWY B

TWY C

TWY D

TWY E

TWY F

RUNWAY 14-32 (5,000' X 75') FUTURE (6,000' X 75') (ULTIMATE 7,641 X 100')

FUTURE 1000' EXTENSION

ULTIMATE 1,641' EXTENSION

FUTURE EXTENSION PAPI

ULTIMATE PAPI

1000 X 1750 X 1510
NOT LOWER THAN 3/4 -MILE

WIND CONE

AWOS CRITICAL AREA

AWOS

ULTIMATE RPZ
1000 X 1750 X 1510

U.S. HIGHWAY 281

PROPOSED ACCESS ROAD

PROPERTY ACQUISITION (34 ACRES)

U.S. HIGHWAY 281

0 400'
GRAPHIC SCALE IN FEET

LEGEND	
PHASE 1 (0-5 YEARS)	
1	CONSTRUCT NEW FBO/TERMINAL HANGAR/TERMINAL PARKING
2	CONDUCT DRAINAGE STUDY
3	INSTALL 30,000 LINEAR FEET OF WILDLIFE FENCING AND SECURITY ACCESS GATE
4	UPGRADE PAPI-2L TO PAPI-4L
5	REHABILITATE RUNWAY 14-32 (SEAL COAT)
6	REHABILITATE TAXIWAYS B, C, D, E, AND F (SEAL COAT)
7	REHABILITATE TERMINAL AREA APRON AND HELIPAD (SEAL COAT)
8	CONSTRUCT NEW ADG-III TAXIWAY (90,000 LBS DW)
9	CONSTRUCT NEW AIRPORT ACCESS FROM AIR CARGO DRIVE
10	CONSTRUCT ONE (1) 100' X 125' BOX HANGAR WITH ASSOCIATED PAVEMENT
11	CONSTRUCT ONE (1) 40' X 120' T-HANGAR WITH ASSOCIATED PAVEMENT
12	CONSTRUCT TWO (2) 80' X 80' BOX HANGARS WITH ASSOCIATED PAVEMENT
13	INSTALL LED MITL ON ALL TAXIWAYS AND CONNECTORS
14	UPGRADE MIRL TO LED TYPE

SOUTH TEXAS INTERNATIONAL AIRPORT AT EDINBURG

EXHIBIT 6.1: PHASING PLAN - PHASE I (0-5 YEARS)

KSA

South Texas International Airport at Edinburg

F.M. RD. 490

AIRFIELD DRIVE

AIR CARGO DRIVE

ACCESS ROAD TO HANGARS

PROPOSED I69 CORRIDOR

PROPERTY ACQUISITION (1.5 ACRES)

ULTIMATE RPZ
1000 X 1750 X 1510

500 X 1000 X 700
NOT LOWER THAN 1-MILE

TWY A

TWY B

TWY C

TWY D

TWY E

TWY F

RUNWAY 14-32 (5,000' X 75') FUTURE (6,000' X 75') (ULTIMATE 7,641 X 100')

14

32

WIND CONE

FUTURE 1000' EXTENSION

FUTURE EXTENSION PAPI

ULTIMATE 1,641' EXTENSION

ULTIMATE PAPI

1000 X 1750 X 1510
NOT LOWER THAN 3/4 -MILE

ULTIMATE RPZ
1000 X 1750 X 1510

AWOS CRITICAL AREA

AWOS

PROPERTY ACQUISITION (34 ACRES)

PROPOSED ACCESS ROAD

U.S. HIGHWAY 281

0 400'

GRAPHIC SCALE IN FEET

LEGEND	
PHASE 2 (6-10 YEARS)	
1	RELOCATE AWOS
2	CONDUCT ENVIRONMENTAL ASSESSMENT FOR R/W AND T/W EXTENSION
3	EXTEND R/W 14-32 SOUTH 75' X 1,000' (90,000 LBS DW)
4	EXTEND T/W "B" SOUTH 40' X 1,400' (90,000 LBS DW)
5	INSTALL MIRL AND RELOCATE THRESHOLD LIGHTS TO COINCIDE WITH R/W EXTENSION
6	DEMOSLISH AND REMOVE 40' X 2,500' OF FAILED PAVEMENT
7	ACQUIRE APPROXIMATELY 1.5 ACRES OF PROPERTY TO COINCIDE WITH UPGRADE TO NOT LOWER THAN 3/4-MILE VISIBILITY MINIMUMS
8	CONSTRUCT NEW JOINT CITY/AIRPORT FIRE STATION
9	CONSTRUCT NEW MRO/EDUCATION FACILITIES (160' X 430') - WEST SIDE
10	CONSTRUCT NEW APRON AND WEST SIDE TAXIWAY TO COINCIDE WITH NEW FACILITIES
11	CONSTRUCT NEW WEST SIDE ACCESS ROAD
12	CONSTRUCT ONE (1) 100' X 125' BOX HANGAR WITH ASSOCIATED PAVEMENT
13	CONSTRUCT ONE (1) 40' X 176' T-HANGAR WITH ASSOCIATED PAVEMENT
14	CONSTRUCT TWO (2) 80' X 80' BOX HANGARS WITH ASSOCIATED PAVEMENT
15	CONSTRUCT TWO (2) 50' X 50' BOX HANGARS WITH ASSOCIATED PAVEMENT

F.M. R.D. 490

AIRFIELD DRIVE

AIR CARGO DRIVE

SOUTH TEXAS INTERNATIONAL AIRPORT AT EDINBURG

EXHIBIT 6.2: PHASING PLAN - PHASE II (6-10 YEARS)

KSA

South Texas International Airport at Edinburg

F.M. RD. 490

AIRFIELD DRIVE

AIR CARGO DRIVE

ACCESS ROAD TO HANGARS

PROPOSED I69 CORRIDOR

PROPERTY ACQUISITION (1.5 ACRES)

ULTIMATE RPZ
1000 X 1750 X 1510

500 X 1000 X 700
NOT LOWER THAN 1-MILE

TWY A

TWY B

TWY C

TWY D

TWY E

TWY F

14

32

RUNWAY 14-32 (5,000' X 75') FUTURE (6,000' X 75') (ULTIMATE 7,641 X 100')

FUTURE 1000' EXTENSION

ULTIMATE 1,641' EXTENSION

FUTURE EXTENSION PAPI

ULTIMATE PAPI

1000 X 1750 X 1510
NOT LOWER THAN 3/4 -MILE

ULTIMATE RPZ
1000 X 1750 X 1510

WIND COME

AWOS CRITICAL AREA

AWOS

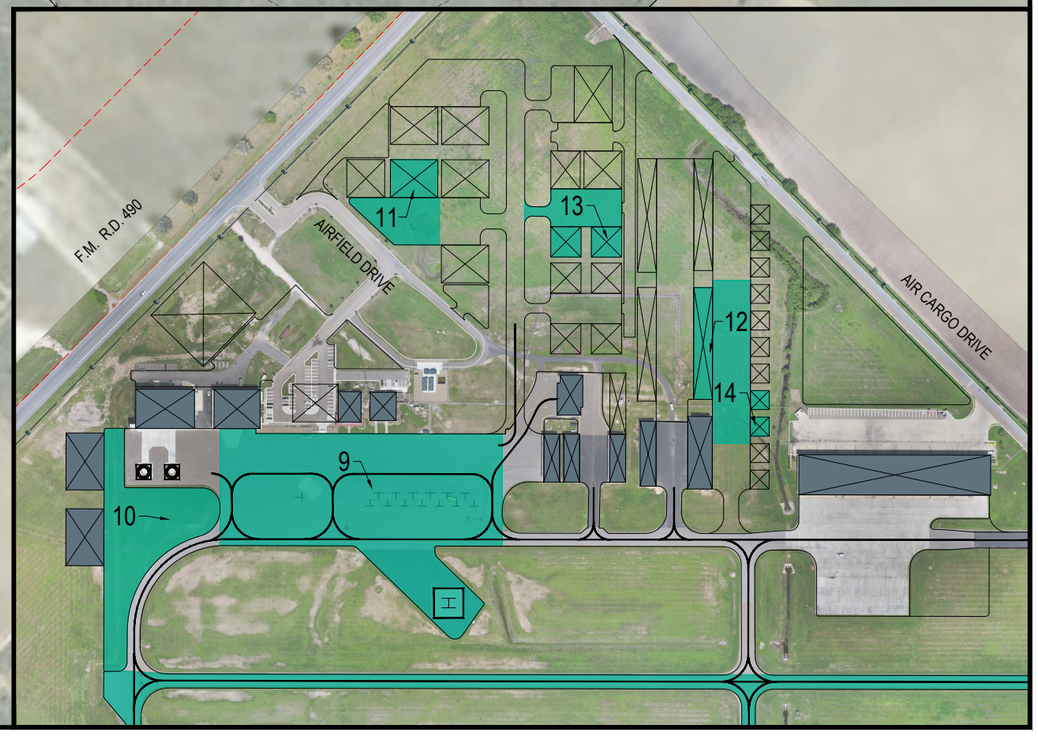
U.S. HIGHWAY 281

PROPOSED ACCESS ROAD

PROPERTY ACQUISITION (34 ACRES)

0 400'

GRAPHIC SCALE IN FEET



LEGEND

PHASE 2 (6-10 YEARS)	
1	CONDUCT ENVIRONMENTAL ASSESSMENT FOR R/W AND T/W EXTENSION
2	EXTEND R/W 14-32 SOUTH 100' X 1,641' (90,000 LBS DW)
3	EXTEND T/W "B" SOUTH 40' X 2,041' (90,000 DW)
4	WIDEN R/W 14-32 25' TO COINCIDE WITH RUNWAY EXTENSION (90,000 LBS DW)
5	INTALL MIRL AND RELOCATE THRESHLOD LIGHTS TO COINCIDE WITH R/W EXTENSION
6	ACQUIRE APPROXIMATELY 34 ACRES FOR AERONAUTICAL DEVELOPMENT
7	REHABILITATE RUNWAY 14-32 (MILL AND OVERLAY) (90,000 LBS. DW)
8	REHABILITATE TAXIWAYS B, C, D, E, AND F (MILL AND OVERLAY) (90,000 LBS DW)
9	REHABILITATE TERMINAL AREA APRON AND HELIPAD (MILL AND OVERALY) (90,000 LBS DW)
10	EXPAND DPS APRON AND HANGAR AREA
11	CONSTRUCT ONE (1) 100' X 125' BOX HANGAR WITH ASSOCIATED PAVEMENT
12	CONSTRUCT ONE (1) 40' X 176' T-HANGAR WITH ASSOCIATED PAVEMENT
13	CONSTRUCT TWO (2) 80' X 80' BOX HANGARS WITH ASSOCIATED PAVEMENT
14	CONSTRUCT TWO (2) 50' X 50' BOX HANGARS WITH ASSOCIATED PAVEMENT
15	CONDUCT AIRPORT MASTER PLAN UPDATE

SOUTH TEXAS INTERNATIONAL AIRPORT AT EDINBURG

EXHIBIT 6.3: PHASING PLAN - PHASE III (11-20 YEARS)



FINANCIAL PLAN

7. FINANCIAL PLAN

This Chapter focuses on methods of financing the Sponsor's share of the capital improvement program. The financial plan includes a forecast of expenses and revenues that can be used to determine whether net operational revenues will be available to pay for the local share of the capital development program over the planning period. This initial forecast assumes that the current rates and charges will keep pace with inflation and projects revenues and expenses into the future based upon a combination of historical trends and City policy objectives. The Chapter is organized to address the following topics:

- Historical Revenues and Expenses
- Forecast of Revenues and Expenses
- Capital Costs
- Funding Needs

7.1 HISTORICAL REVENUES AND EXPENSES

South Texas International Airport is owned and operated by the City of Edinburg. The Airport operates as an enterprise fund and revenues generated from its use are dedicated by Federal mandate to fund the Airport's operations, maintenance, and capital costs. All airports that are recipients of Federal grant funding are obligated to establish a fee and rental structure that makes the Airport as financially self-sufficient as possible under airport specific circumstances.

The City's objective is for the Airport to reach financial self-sufficiency - meaning that the revenue generated by the Airport provides enough funding to pay for all current expenditures and other financial requirements related to the Airport. This includes regular costs such as operating expenditures, personnel costs, equipment purchases, and routine facilities maintenance and repair. For the future, operating surpluses could be used in paying any debt service associated with new or expanded facilities and maintaining a fund balance reserve.

Table 7.1 shows the historical revenues for FY 2013-14 through FY 2018-19 (also **Figure 7.1**). This information was taken from the statement of revenues and expenses for South Texas International Airport provided by Airport Management. Operating revenues for the Airport are derived from the following:

- **Land Lease:** Revenue from Airport land leased for future development.
- **Warehouse Building Lease:** Revenue from the Airport-owned 50,000 square-foot air cargo building.
- **Fuel Flowage Fee:** These revenues are derived from the Airport-operated fuel farm for both Jet A and 100LL. Only the margins are included (difference between revenues and the cost of the fuel).
- **Hangar Leases***:* Revenue from Airport owned hangars.
- **Office Space Lease:** Revenue from office space in the Terminal Building.
- **Race Track Lease:** Revenue from the lease of the Airport owned race track facility.

Operating expenses were made up of the following cost items:

- **Personnel Expenses:** This includes salaries, wages and benefits of Airport workers.
- **Supplies and Materials:** This category includes building materials, traffic controls, motor vehicle equipment parts, office supplies, uniforms, tools, cleaning supplies, and fuel/oil for Airport vehicles.
- **Repairs and Maintenance:** This category includes the repairs and maintenance expense of maintaining airport equipment, vehicles, and routine facility and ground maintenance
- **Contractual and Other services:** This category includes expenses from utilities, communication services, travel and training, membership dues, professional services, and rents and contracts.

Non-Operating revenues and expenses associated with the Airport include:

- **Interest Income:** Interest earned on Airport Fund investments.
- **Intergovernmental Revenues:** Capital development grants from the State, as well as FAA funds administered by the State through the FAA block grant program, and contributions from the General Fund.
- **Other:** all other miscellaneous non-operating revenue
- **Capital Contributions:** Capital Contributions from the Airport Fund.
- **Transfers In (Out):** Account for payments to or from the Airport fund from other city departments.

It should be noted that non-operating revenues costs are just that – they are not generated from Airport operations. In order to determine what the Airport itself is generating, the analysis will focus on and compare operating revenues with operating expenses.

Non-operating expenses shown in Table 7.1 are inclusive of the Airport's capital improvement costs. Capital spending is based primarily on the Airport's infrastructure development needs and its ability to secure grants and program improvements. These funds vary widely from year to year and will be forecast on the basis of the Airport Capital Improvement Program contained in this Plan.

For purposes of the Airport Layout Plan Update, the ability of the Airport to generate revenues and cover operating costs is the primary concern. In this regard, surplus operating revenues can be used to pay the local share of capital development or other non-operating costs. Even if shifts or increases to the revenue base can be made, there still may be forecast shortfalls for capital improvement needs. Therefore, it is important for the master plan to anticipate the scope of financial need and present that to the City as far in advance as possible.

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Table 7.1
South Texas International Historical Revenues and Expenses FY 2009-10 to FY 2017-18

Operating Revenues	FY 2010	FY 2011	FY 2012	FY 2013	FY 2014	FY 2015	FY 2016	FY 2017	FY 2018	CAGR (14-18)	CAGR (10-18)
Land Lease	$0	$0	$0	$0	$0	$4,440	$4,440	$4,440	$0	n/a	n/a
Warehouse Building Lease	$0	$36,340	$14,200	$41,700	$6,000	$8,000	$11,000	$6,000	$117,550	110.4%	n/a
Net Fuel Flowage Fees	$62,473	$73,865	$124,848	$147,375	$259,830	$414,787	$342,939	$208,721	$123,060	-17.0%	8.8%
Hangar Lease	$36,625	$28,364	$42,855	$42,900	$51,250	$28,975	$46,925	$74,672	$49,950	-0.6%	4.0%
Office Space Lease	$0	$1,050	$9,341	$1,500	$19,173	$17,673	$17,673	$10,309	$0	n/a	n/a
Race Track Lease	$11,435	$11,435	$31,906	$60,000	$60,000	$60,000	$57,000	$75,250	$75,000	5.7%	26.5%
Bad Debt	$0	$0	$0	$0	$0	$0	$0	($4,460)	($6,015)	n/a	n/a
Total Operating Revenue	**$110,533**	**$151,054**	**$223,150**	**$293,475**	**$396,253**	**$533,875**	**$479,977**	**$374,932**	**$359,545**	**-2.4%**	**15.9%**
Operating Expenses											
Personnel Expenses	$141,540	$167,547	$188,184	$183,689	$165,220	$178,734	$241,804	$276,816	$277,053	13.8%	8.8%
Supplies and Materials	$20,068	$22,644	$26,468	$23,815	$22,286	$18,399	$15,731	$14,637	$15,049	-9.3%	-3.5%
Contractual and Other Services	$149,548	$175,328	$193,435	$210,827	$216,840	$211,789	$214,628	$571,520	$592,627	28.6%	18.8%
Repairs and maintenance	$1,267,895	$90,587	$95,802	$84,096	$170,358	$116,214	$64,486	$108,968	$89,989	-14.7%	-28.2%
Total Operating Expenses	**$1,579,051**	**$456,106**	**$503,889**	**$502,427**	**$574,704**	**$525,136**	**$536,649**	**$971,941**	**$974,718**	**14.1%**	**-5.9%**
Operating Gain (Loss)	**($1,468,518)**	**($305,052)**	**($280,739)**	**($208,952)**	**($178,451)**	**$8,739**	**($56,672)**	**($597,009)**	**($615,173)**	**36.3%**	**-10.3%**
Non-Operating Revenues (Expenses)											
Interest Income	$728	$451	$231	$752	$359	$949	$3,414	$4,460	$5,554	98.3%	28.9%
Intergovernmental Revenues	$1,150,381	$48,350	$22,602	$25,903	$48,140	$48,302	$29,835	$156,945	$41,209	-3.8%	-34.0%
Other	$35,827	$0	$0	$0	$8,381	$388	$12,339	$0	$2,353	-27.2%	-28.8%
Total Non-Operating Revenues (Expenses)	**$1,186,936**	**$48,801**	**$22,833**	**$26,655**	**$56,880**	**$49,639**	**$45,588**	**$161,405**	**$49,116**	**-3.6%**	**-32.8%**
Income/(Loss) Before Contributions and Transfers	**($281,582)**	**($256,251)**	**($257,906)**	**($182,297)**	**($121,571)**	**$58,378**	**($11,084)**	**($435,604)**	**($566,057)**		
Capital Contributions	$0	$0	$0	$2,091,431	$394,283	$0	$0	$0	$0		
Transfers in	$2,696,719	$393,396	$1,463,509	$584,226	$1,241,760	$517,751	$0	$0	$457,473		
Transfers out	$0	$0	$0	$0	$0	$0	($704,610)				
Change in Net Position	**$2,415,137**	**$137,145**	**$1,205,603**	**$2,493,360**	**$1,514,472**	**$576,129**	**($715,694)**	**($435,604)**	**($108,584)**		

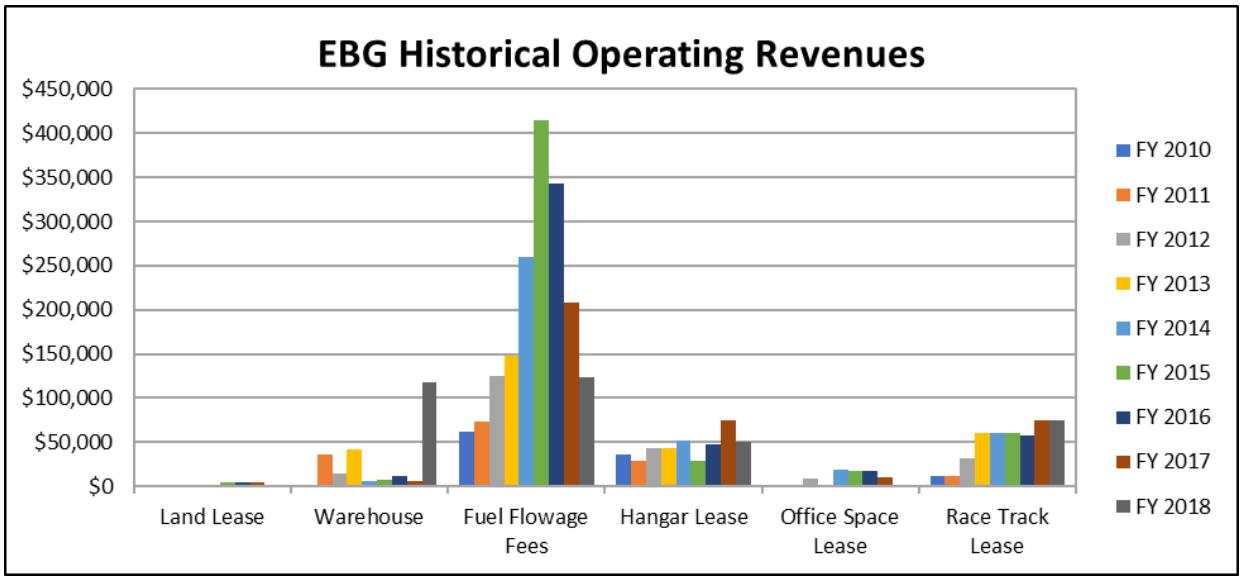


Figure 7.1 – EBG Historical Operating Revenues

Operating revenues have shown significant growth from FY 2009-10 to FY 2017-18. This is primarily due to fuel sales from the instillation of a 24-hour automated fueling system and new leases being signed at the Airport. A new lease for the 50,000 square foot air cargo warehouse facility in FY 2017-18 increased warehouse revenues from $6,000 to $117,550. Overall, historical Operating revenue grew from $110,533 in FY 2009-10 to $359,545 in FY2017-18- a total increase of 225.3 percent (15.9 percent annual growth rate). Figure 7.2 shows the relative change in operating revenue sources between 2014 and 2018. As shown, the highest movement has been a decrease in fuel flowage fees.

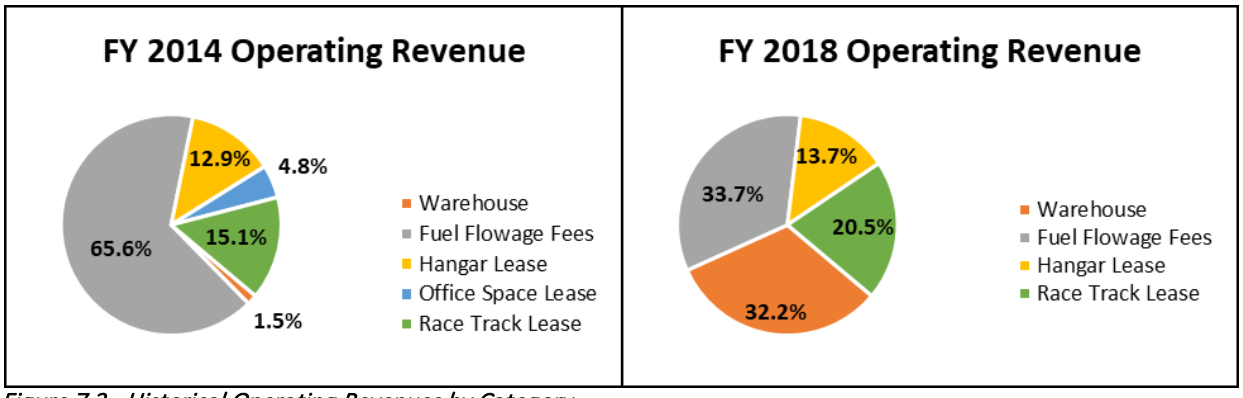


Figure 7.2 - Historical Operating Revenues by Category

From the historical financial information, operating expenses have fluctuated from year-to-year, ranging from a low of $525,136 in FY 2014-15 to a high of $974,718 in FY 2017-18 (see Figure 7.3). Operating expenses grew from $574,704 in FY 2013-14 to $974,718 in FY 2017-18 - a total increase of 69.6 percent (14.1 percent annual growth rate). In FY2016-17, operating expenses increased by $435,292, or by 81.1 percent. This was largely due to an increase of $356,892 in Contractual and Other Services expense.

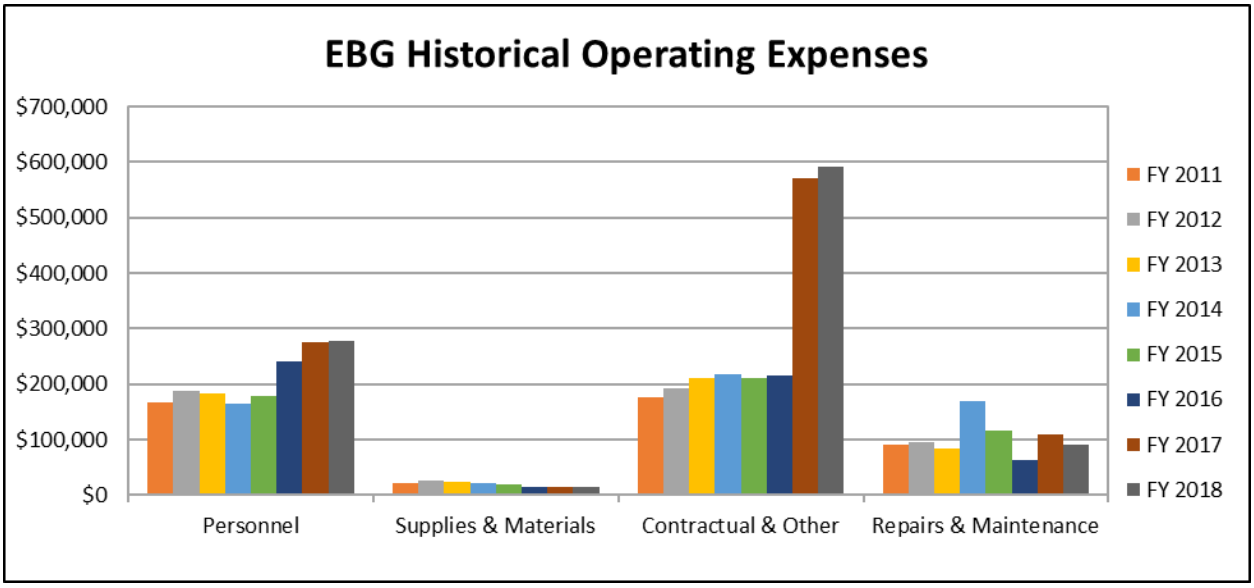


Figure 7.3 - Historical Operating Expense by Category

Contractual and Other Services is the largest expense at the Airport and accounts for 60.8 percent of operating expenses (see Figure 7.4), followed by Personnel Expenses, and Repairs and Maintenance.

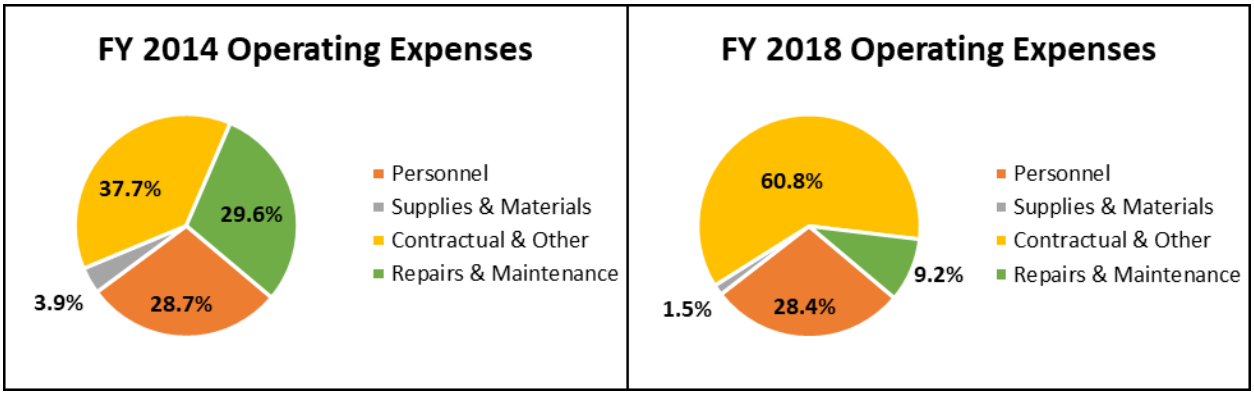


Figure 7.4 - *Percentage Shifts in Operating Expenses*

Fuel revenues and expenses have the largest influence over the financial profitability of the Airport. In FY 2017-18 fuel net income was 33.7 percent of total operating revenues. Because fuel may be bought and sold in different years and because of changes in fuel prices, there can be significant fluctuations in revenue and expenses. Net revenues from fuel have decreased since FY 2014-15, Overall net fuel revenues have decreased by an average yearly growth rate of 17.0 percent since FY 2013-14 (Table 7.2). Figure 7.5 shows a graphical comparison of fuel revenues and expenses by year.

Table 7.2 Historical Fuel Revenues and Expenses						
	FY 2014	FY 2015	FY 2016	FY 2017	FY 2018	CAGR[1]
Fuel Revenue	$1,089,247	$1,138,729	$914,887	$689,508	$511,757	-17.2%
Fuel Expense	$829,417	$723,942	$571,948	$480,787	$388,697	-17.3%
Fuel Net Revenue	**$259,830**	**$414,787**	**$342,939**	**$208,721**	**$123,060**	**-17.0 %**
Fuel Margin[2]	23.9%	36.4%	37.5%	30.3%	24.0%	

[1]Compound Annual Growth Rate FY 2013-14 to FY 2017-18

[2]Average fuel margin for the year based on revenues and expenses. Does not consider inventories or if fuel was bought and sold in different years.

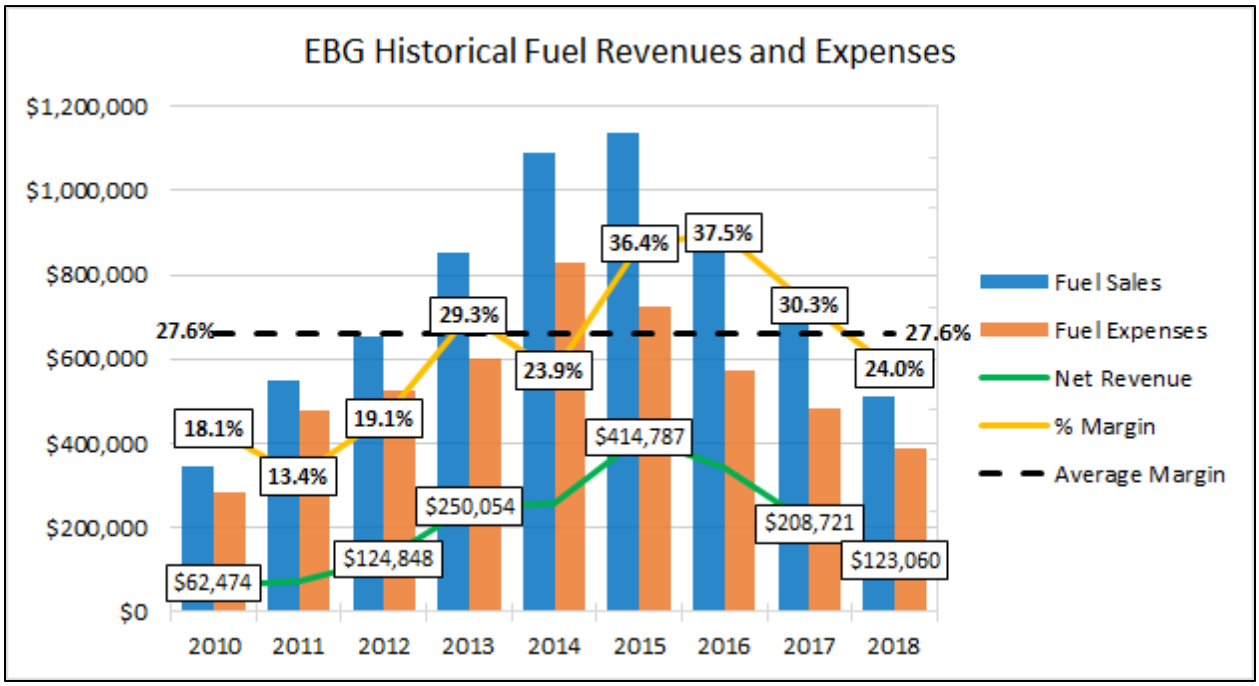


Figure 7.5 - EBG Historical Fuel Revenues and Expenses

Table 7.3 presents a summary and comparison of historical operating revenues and expenses. As shown, the Airport had its only operating net gain in FY 2014-15 of $8,739. All other years show the Airport operating at a net loss.

Table 7.3 Comparison of Operating Revenues & Expenses			
Fiscal Year	Operating Revenues	Operating Expenses	Operating Net Gain/(Loss)
FY 2010	$110,533	$1,579,051	($1,468,518)
FY 2011	$151,054	$456,106	($305,052)
FY 2012	$223,150	$503,889	($280,739)
FY 2013	$293,475	$502,427	($208,952)
FY 2014	$396,253	$574,704	($178,451)

Table 7.3 Comparison of Operating Revenues & Expenses			
Fiscal Year	Operating Revenues	Operating Expenses	Operating Net Gain/(Loss)
FY 2015	$533,875	$525,136	$8,739
FY 2016	$479,977	$536,649	($56,672)
FY 2017	$374,932	$971,941	($597,009)
FY 2018	$359,545	$974,718	($615,173)

It is against this historical backdrop that the forecast of revenues and expenses for South Texas International Airport was developed. It should be noted that most public-use general aviation airports in the United States do not cover expenses with revenues and must be subsidized by their owners/sponsors.

7.2 FORECAST OF OPERATING REVENUES AND EXPENSES

The forecast of operating revenues and expenses presents a projection of revenues and expenses, influenced primarily by historical activity and revenue-producing capital investments. By using average growth over the historical period, any major fluctuation during any one year did not unduly affect the overall trend. Assumptions used in developing the forecast included the following:

- Rate of Inflation/Consumer Price Index (CPI): Historically, the rate of inflation/CPI has been used to escalate prices when making forecasts of revenues and expenses. For this forecast, an annual growth rate of 2.0 percent was used throughout the planning period.
- FY 2018-19 Airport Budget: The forecast utilized the Airport Budget as input for certain revenues and expenses in FY 2018-19. These were then increased by CPI throughout the planning period unless otherwise stated.
- Fuel Flowage Revenues: The five-year historic average of net revenues was used to estimate FY 2018-19. This was increased by CPI and the percentage growth in each category of aircraft operations throughout the period. Thus, incorporating the growth in jet aircraft operations into the forecast will show a higher level of fuel sales compared to a straight-line percentage growth of the historical base.
- Lease Revenues: The forecast utilized existing rental rates for tenant leases. Hangar leases were assumed to increase by CPI throughout the period and both the Warehouse and Race Track Leases were increased 10 percent every five years. New ground leases rates were assumed to start at $0.20 per s.f. and increase by CPI throughout the period.
- Historical Averages: For expenses or revenues with fluctuating histories, an historical average was used to smooth the data. These expenses were then projected to increase by CPI throughout the planning period.

- **Personnel Expenses:** Airport budget numbers were used to estimate FY 2018-19 levels. This was then increased by 3.0 percent throughout the planning period (1.5 times the rate of CPI).
- **Debt Service:** No debt service was included in the forecast of operating revenues and expenses to determine whether surplus net operating revenues (if available) could be used to help pay debt service costs.

Drawing on these assumptions, and taking a conservative approach to Airport financial performance, a reasonable forecast was developed. The projection of operating revenues and expenses for South Texas International was forecast through FY 2037-38. As shown in **Table 7.4**, operating revenues are anticipated to grow from $513,366 in FY 2018-19 to $997,047 by FY 2037-38 - an average yearly increase of 3.6 percent and an overall increase of 94 percent for the period. Operating expenses are expected to increase from $896,083 in FY 2018-19 to $1,390,089 by FY 2037-38 - an average yearly increase of 2.3 percent and an overall increase of 55 percent. **Table 7.5** shows the summary forecast of net operating revenues. As shown, the increase in operating revenues is not enough to offset the growth of expenses. Over the 20-year period there is a cumulative net deficit of $7.9 million. This means that the local share of capital improvements will need to be funded from City subsidies to the Airport.

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Table 7.4
South Texas International Forecast of Operating Revenues and Expenses

Operating Revenues	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028
Land Lease	$0	$0	$2,880	$3,427	$8,823	$9,508	$10,218	$14,132	$14,955	$22,790
Warehouse Building Lease	$117,550	$117,550	$117,550	$117,550	$129,305	$129,305	$129,305	$129,305	$129,305	$142,236
Net Fuel Flowage Fees	$269,867	$275,565	$281,370	$294,285	$300,313	$348,455	$354,715	$361,093	$377,593	$384,217
Hangar Lease	$108,449	$122,118	$124,560	$127,052	$129,593	$132,184	$134,828	$137,525	$140,275	$143,081
Office Space Lease	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Race Track Lease	$75,000	$75,000	$82,500	$82,500	$82,500	$82,500	$82,500	$90,750	$90,750	$90,750
Total Operating Revenue	**$570,866**	**$590,233**	**$608,860**	**$624,814**	**$650,533**	**$701,953**	**$711,566**	**$732,805**	**$752,878**	**$783,073**
Operating Expenses										
Personnel Expenses	$285,365	$293,926	$302,743	$311,826	$321,180	$330,816	$340,740	$350,962	$361,491	$372,336
Supplies and Materials	$15,350	$15,657	$15,970	$16,290	$16,615	$16,948	$17,287	$17,632	$17,985	$18,345
Contractual and Other Services	$487,068	$496,809	$506,746	$516,880	$527,218	$537,762	$548,518	$559,488	$570,678	$582,091
Repairs and Maintenance	$108,300	$110,466	$112,675	$114,929	$117,227	$119,572	$121,963	$124,403	$126,891	$129,429
Total Operating Expenses	**$896,083**	**$916,858**	**$938,134**	**$959,924**	**$982,241**	**$1,005,098**	**$1,028,508**	**$1,052,485**	**$1,077,045**	**$1,102,201**
Operating Gain (Loss)	**($325,216)**	**($326,625)**	**($329,274)**	**($335,110)**	**($331,708)**	**($303,145)**	**($316,942)**	**($319,681)**	**($324,166)**	**($319,128)**
Non-Operating Revenues (Expenses)										
Interest Income	$5,665	$5,778	$5,894	$6,012	$6,132	$6,255	$6,380	$6,507	$6,638	$6,770
Capital Lease	($3,404)	($5,835)	($5,835)	($5,835)	($5,835)	($5,835)	($5,835)	($2,431)	$0	$0
Total	**$2,261**	**($56)**	**$59**	**$177**	**$297**	**$420**	**$545**	**$4,076**	**$6,638**	**$6,770**
Change in Net Position	**($322,955)**	**($326,682)**	**($329,215)**	**($334,933)**	**($331,410)**	**($302,725)**	**($316,397)**	**($315,604)**	**($317,529)**	**($312,358)**

Table 7.4 South Texas International Forecast of Operating Revenues and Expenses (Con.)										
Operating Revenues	**FY 2029**	**FY 2030**	**FY 2031**	**FY 2032**	**FY 2033**	**FY 2034**	**FY 2035**	**FY 2036**	**FY 2037**	**FY 2038**
Land Lease	$23,246	$24,284	$25,355	$30,438	$35,308	$36,014	$41,590	$43,068	$44,588	$54,665
Warehouse Building Lease	$142,236	$142,236	$142,236	$142,236	$156,459	$156,459	$156,459	$156,459	$156,459	$172,105
Net Fuel Flowage Fees	$435,967	$442,546	$449,557	$456,702	$498,984	$520,406	$527,670	$570,380	$578,237	$586,246
Hangar Lease	$145,942	$148,861	$151,838	$154,875	$157,973	$161,132	$164,355	$167,642	$170,995	$174,415
Office Space Lease	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Race Track Lease	$90,750	$90,750	$99,825	$99,825	$99,825	$99,825	$99,825	$109,808	$109,808	$109,808
Total Operating Revenue	**$838,140**	**$848,677**	**$868,811**	**$884,076**	**$948,549**	**$973,836**	**$989,899**	**$1,047,356**	**$1,060,086**	**$1,097,238**
Operating Expenses										
Personnel Expenses	$383,506	$395,011	$406,862	$419,068	$431,640	$444,589	$457,926	$471,664	$485,814	$500,389
Supplies and Materials	$18,712	$19,086	$19,467	$19,857	$20,254	$20,659	$21,072	$21,494	$21,924	$22,362
Contractual and Other Services	$593,733	$605,608	$617,720	$630,074	$642,676	$655,529	$668,640	$682,013	$695,653	$709,566
Repairs and Maintenance	$132,017	$134,657	$137,351	$140,098	$142,900	$145,758	$148,673	$151,646	$154,679	$157,773
Total Operating Expenses	**$1,127,968**	**$1,154,362**	**$1,181,400**	**$1,209,096**	**$1,237,469**	**$1,266,535**	**$1,296,311**	**$1,326,817**	**$1,358,070**	**$1,390,089**
Operating Gain (Loss)	**($289,828)**	**($305,685)**	**($312,589)**	**($325,021)**	**($288,920)**	**($292,699)**	**($306,412)**	**($279,461)**	**($297,983)**	**($292,851)**
Non-Operating Revenues (Expenses)										
Interest Income	$6,906	$7,044	$7,185	$7,328	$7,475	$7,624	$7,777	$7,932	$8,091	$8,253
Capital Lease	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Total	**$6,906**	**$7,044**	**$7,185**	**$7,328**	**$7,475**	**$7,624**	**$7,777**	**$7,932**	**$8,091**	**$8,253**
Change in Net Position	**($282,922)**	**($298,641)**	**($305,404)**	**($317,692)**	**($281,445)**	**($285,074)**	**($298,636)**	**($271,529)**	**($289,892)**	**($284,598)**

Table 7.5 Forecast of Operating Net Revenues				
Year	Operating Revenues	Operating Expenses	Operating Net Revenues	Operating Position[1]
FY 2019	$570,866	$896,083	($325,216)	($322,955)
FY 2020	$590,233	$916,858	($326,625)	($326,682)
FY 2021	$608,860	$938,134	($329,274)	($329,215)
FY 2022	$624,814	$959,924	($335,110)	($334,933)
FY 2023	$650,533	$982,241	($331,708)	($331,410)
FY 2024	$701,953	$1,005,098	($303,145)	($302,725)
FY 2025	$711,566	$1,028,508	($316,942)	($316,397)
FY 2026	$732,805	$1,052,485	($319,681)	($315,604)
FY 2027	$752,878	$1,077,045	($324,166)	($317,529)
FY 2028	$783,073	$1,102,201	($319,128)	($312,358)
FY 2029	$838,140	$1,127,968	($289,828)	($282,922)
FY 2030	$848,677	$1,154,362	($305,685)	($298,641)
FY 2031	$868,811	$1,181,400	($312,589)	($305,404)
FY 2032	$884,076	$1,209,096	($325,021)	($317,692)
FY 2033	$948,549	$1,237,469	($288,920)	($281,445)
FY 2034	$973,836	$1,266,535	($292,699)	($285,074)
FY 2035	$989,899	$1,296,311	($306,412)	($298,636)
FY 2036	$1,047,356	$1,326,817	($279,461)	($271,529)
FY 2037	$1,060,086	$1,358,070	($297,983)	($289,892)
FY 2038	$1,097,238	$1,390,089	($292,851)	($284,598)
Cumulative	**$16,284,250**	**$22,506,694**	**($6,222,444)**	**($6,125,641)**

[1]Includes Interest Income and Capital Leases

7.3 CAPITAL COSTS

Table 7.6 presents a summary of the Airport Capital Improvement Program (ACIP). As shown, all the hangar development, aside from the DPS hangar is to be funded by private enterprise. The local share is considered the portion that City must fund in order to match the Federal/State grants. For Phase 1, the City's share is $1.1 million. For Phases 2 and 3, the City's share is approximately 3.0 million each, for a three-phase total of $7.1 million.

Table 7.6
Airport Capital Improvements Program Cost Summary

Project Description	Total Project	Federal/State Share	Local Share	Private
Construct new FBO/Terminal Hangar/Terminal Parking	$5,000,000	$5,000,000	$0	$0
Conduct Drainage Study	$125,000	$112,500	$12,500	$0
Install 30,000 Linear feet of wildlife fencing and security access gate	$1,246,120	$1,121,508	$124,612	$0
Upgrade PAPI-2L to PAPI-4L	$219,600	$197,640	$21,960	$0
Rehabilitate Runway 14-32 (Seal Coat)	$894,260	$804,834	$89,426	$0
Rehabilitate Taxiways B, C, D, E, and F (Seal Coat)	$722,733	$650,460	$72,273	$0
Rehabilitate Terminal Area Apron and Helipad (Seal Coat)	$596,824	$537,142	$59,682	$0
Construct new ADG-III taxiway (90,000 lbs DW)	$2,135,399	$1,921,859	$213,540	$0
Construct new airport access from Air Cargo Drive	$800,076	$720,068	$80,008	$0
Construct one (1) 100' x 125' Box Hangar with associated pavement	$2,591,565	$0	$0	$2,591,565
Construct one (1) 40' x 120' T-Hangar with associated pavement	$814,167	$0	$0	$814,167
Construct two (2) 80' x 80' box hangars with associated pavement	$2,329,566	$0	$0	$2,329,566
Install LED MITL on all taxiways and connectors	$1,245,169	$1,120,652	$124,517	$0
Upgrade MIRL to LED Type	$536,800	$483,120	$53,680	$0
TxDOT RAMP	$500,000	$250,000	$250,000	$0
Short Term Subtotal	**$19,757,279**	**$12,919,783**	**$1,102,198**	**$5,735,298**
Relocate AWOS	$313,296	$281,966	$31,330	$0
Conduct Environmental Assessment for R/W and T/W extension	$100,000	$90,000	$10,000	$0
Extend R/W 14-32 south 75' x 1,000' (90,000 lbs DW)	$3,403,796	$3,063,417	$340,380	$0
Extend T/W "B" south 40' x 1,400' (90,000 lbs DW)	$2,886,715	$2,598,044	$288,672	$0
Install MIRL and relocate threshold lights to coincide with R/W extension	$172,313	$155,082	$17,231	$0
Demolish and remove 40' x 2,500' of failed pavement	$536,800	$483,120	$53,680	$0
Acquire approximately 1.5 acres of property to coincide with upgrade to not lower than 3/4-mile visibility minimums	$30,000	$27,000	$3,000	$0
Construct new joint city/airport Fire Station	$2,928,000	$2,635,200	$292,800	$0
Construct new MRO/Education facilities (160' x 430') - West side	$13,420,000	$12,078,000	$1,342,000	$0
Construct new apron and west side taxiway to coincide with new facilities	$1,873,731	$1,686,358	$187,373	$0
Construct new west side access road	$1,830,000	$1,647,000	$183,000	$0
Construct one (1) 100' x 125' Box Hangar with associated pavement	$2,246,590	$0	$0	$2,246,590
Construct one (1) 40' x 176' T-Hangar with associated pavement	$1,767,392	$0	$0	$1,767,392
Construct two (2) 80' x 80' box hangars with associated pavement	$2,096,238	$0	$0	$2,096,238
Construct two (2) 50' x 50' box hangars with associated pavement	$1,255,380	$0	$0	$1,255,380
TxDOT RAMP	$500,000	$250,000	$250,000	$0
Intermediate Subtotal	**$35,046,955**	**$24,995,186**	**$2,999,465**	**$7,365,600**
Conduct Environmental Assessment for R/W and T/W extension	$120,000	$108,000	$12,000	$0
Extend R/W 14-32 south 100' x 1,641' (90,000 lbs DW)	$5,946,280	$5,351,652	$594,628	$0
Extend T/W "B" south 40' x 2,041' (90,000 DW)	$3,727,625	$3,354,862	$372,762	$0
Widen R/W 14-32 25' to coincide with runway extension (90,000 lbs DW)	$4,069,942	$3,662,948	$406,994	$0

Table 7.6 Airport Capital Improvements Program Cost Summary				
Project Description	**Total Project**	**Federal/State Share**	**Local Share**	**Private**
Install MIRL and relocate threshold lights to coincide with R/W extension	$252,247	$227,022	$25,225	$0
Acquire approximately 34 acres for aeronautical development	$510,000	$459,000	$51,000	$0
Rehabilitate Runway 14-32 (Mill and Overlay) (90,000 lbs. DW)	$3,003,447	$2,703,103	$300,345	$0
Rehabilitate Taxiways B, C, D, E, and F (Mill and Overlay) (90,000 lbs DW)	$2,177,700	$1,959,930	$217,770	$0
Rehabilitate Terminal Area Apron and Helipad (Mill and Overlay) (90,000 lbs DW)	$2,453,463	$2,208,116	$245,346	$0
Expand DPS apron and hangar area	$2,333,616	$2,100,254	$233,362	$0
Construct one (1) 100' x 125' Box Hangar with associated pavement	$2,243,580	$0	$0	$2,243,580
Construct one (1) 40' x 176' T-Hangar with associated pavement	$1,736,912	$0	$0	$1,736,912
Construct two (2) 80' x 80' box hangars with associated pavement	$2,089,860	$0	$0	$2,089,860
Construct two (2) 50' x 50' box hangars with associated pavement	$1,099,530	$0	$0	$1,099,530
Conduct Airport Master Plan Update	$335,500	$301,950	$33,550	$0
TxDOT RAMP	$1,000,000	$50,000	$50,000	$0
Long-Term Subtotal	**$33,099,701**	**$22,936,838**	**$2,992,982**	**$7,169,881**
TOTALS	**$88,217,231**	**$60,851,806**	**$7,094,645**	**$20,270,779**

7.4 FUNDING NEEDS

Table 7.7 presents a summary of the ACIP by potential funding source. As shown, the Federal/State share is $60.85 million, while the local share is $7.1 million. The private funding for hangar development was estimated at $20.3 million.

Table 7.7 ACIP Summary				
	Federal/State	**Local Share**	**Private Funding**	**Total**
Phase I	$12,919,783	$1,102,198	$5,735,298	$19,757,279
Phase II	$24,995,186	$2,999,465	$7,365,600	$35,360,251
Phase III	$22,936,838	$2,992,982	$7,169,881	$33,099,701
Total	**$60,851,806**	**$7,094,645**	**$20,270,779**	**$88,217,231**

When the capital improvement plan, local share requirements are paired with the anticipated net revenues from airport operations, it can be seen that a funding shortfall will continue into the immediate future (Table 7.8). As shown, $2.7 million will be needed to fund both operations and local share of capital improvements in the immediate phase. In the intermediate phase, an additional $4.9 million will be needed, and in the third phase, the Airport will need an additional 5.9 million dollars. The cumulative net deficit for the period is more than $13.1 million.

Table 7.8 Overall Cash Flow from Operating Revenues[1] and Capital Costs				
Year	Operating Revenues	Operating Expenses	Local Share[2]	Net Deficit
FY 2019	$576,531	$899,486	$0	($322,955)
FY 2020	$596,011	$922,693	$263,050	($589,731)
FY 2021	$614,754	$943,969	$263,050	($592,264)
FY 2022	$630,826	$965,759	$263,050	($597,983)
FY 2023	$656,665	$988,076	$263,050	($594,460)
Subtotals Phase 1	**$3,074,788**	**$4,719,983**	**$1,052,198**	**($2,697,393)**
FY 2024	$708,208	$1,010,933	$599,893	($902,618)
FY 2025	$717,946	$1,034,343	$599,893	($916,290)
FY 2026	$739,312	$1,054,917	$599,893	($915,497)
FY 2027	$759,516	$1,077,045	$599,893	($917,422)
FY 2028	$789,843	$1,102,201	$599,893	($912,251)
Subtotals Phase 2	**$3,714,824**	**$5,279,437**	**$2,999,465**	**($4,564,078)**
FY 2029	$845,046	$1,127,968	$299,298	($582,220)
FY 2030	$855,721	$1,154,362	$299,298	($597,940)
FY 2031	$875,996	$1,181,400	$299,298	($604,702)
FY 2032	$891,404	$1,209,096	$299,298	($616,990)
FY 2033	$956,024	$1,237,469	$299,298	($580,743)
FY 2034	$981,461	$1,266,535	$299,298	($584,372)
FY 2035	$997,676	$1,296,311	$299,298	($597,934)
FY 2036	$1,055,288	$1,326,817	$299,298	($570,827)
FY 2037	$1,068,178	$1,358,070	$299,298	($589,190)
FY 2038	$1,105,491	$1,390,089	$299,298	($583,896)
Subtotals Phase 3	**$9,632,284**	**$12,548,117**	**$2,992,982**	**($5,908,815)**
Grand Total	**$16,421,897**	**$22,547,537**	**$7,044,645**	**($13,170,286)**

[1]Includes interest revenue and capital lease

[2]For Cashflow purposes the average yearly cost of each phase is shown

While the recommended plan shows significant hangar development ($20,270,779), the assumption that private enterprise would fund all future hangar development helps reduce the required local share funding amounts. This does not mean that the City cannot or should not finance or develop any hangar facilities on their own. If grant funding is available - even partially - it may be profitable for the City to invest in hangar facilities.

The larger picture points toward the need to increase activity at the Airport in order to grow revenues. Revenues above and beyond those projected here will be needed to offset forecast deficits in both the operating and non-operating cash flows. That cumulative deficit over a 20-year period is anticipated to reach $13.2 million.



APPENDIX

APPENDIX 1

SWOT ANALYSIS

A SWOT (strengths, weaknesses, opportunities, and threats) workshop was held at the South Texas International Airport terminal building on March 22, 2019. A total of 11 participants representing a range of Airport, City, University of Texas, State government, pilot community, and business interests attended the session. Also present were representatives of KSA and R.A. Wiedemann & Associates. The purpose of the SWOT Workshop was to provide an opportunity to better identify and understand the Airport operating environment.

Four years ago, a similar exercise was undertaken for the South Texas International Airport Business Plan. Information from that session was compared to the input gathered from the recent workshop in order to see what items have been changed over time. In this regard, the SWOT was not a strategy session. Rather, it was the preparatory step toward making recommendations for the Airport Layout Plan Update.

The SWOT for South Texas International Airport involved the following categories as defined below:

- **Strengths:** Internal attributes of the Airport. These can include Location, Physical/Infrastructure, Managerial, Financial, Political, Brand, Competition, and "Other."
- **Weaknesses:** Internal attributes of the Airport. These also can include Location, Physical/Infrastructure, Managerial, Financial, Political, Brand, Competition, and "Other."
- **Opportunities:** External conditions that may be available to the Airport. These can include such items as Regional Business, Potential On-Airport Business, Funding, Aviation Trends, Branding, and "Other."
- **Threats:** External conditions that may threaten the Airport's viability. These conditions may include Funding, Operational Activity, Local Access, Infrastructure, Brand, Competition, and "Other."

The workshop began at 10:00 am and ended at 11:30am. Discussion topics included a wide range of issues including, but not limited to:

- Airport Branding, Marketing, and Public Relations
- Financial Sustainability
- Airport Development
- U.S. Customs on Airport
- Regional Disaster Relief
- Public Safety and Border Security
- Future Client Base and Airport Amenities
- Ground Transportation
- Airport Services

The following sections summarize the discussions held at the Workshop concerning Airport Strengths, Weaknesses, Opportunities, and Threats. Participants were asked to rank their top three items of importance within each category.

A.1 AIRPORT STRENGTHS

Airport strengths are considered internal or inherent attributes of the Airports. The following Strengths were identified during the Workshop by participants, in rank order of importance.

LAND DEVELOPMENT

The Airport is situated on approximately 1,080 total acres of land, with electric and water readily available, and sewer to be available soon. There is ample space on the Airport available for development to support hangar development and other industrial uses. Participants ranked this as the top strength of the Airport.

GEOGRAPHIC LOCATION

The Airport's location approximately nine miles north of Edinburg is beneficial in many ways. The following attributes were considered the second-ranking criteria under the umbrella category of "location":

- Geographic proximity to the Mexican border provides just enough buffer to be removed from most negative border issues, but close enough to serve as a convenient U.S. entry and exit point by highway and air.
- The Airport is situated adjacent to Interstate 69, and along the proposed Outer Loop, which will connect five border ports of entry with other major ground transportation links.
- The relative lack of residential development near the Airport (approximately three miles south of Runway end 32, and over five miles north of Runway end 17) ensures that noise issues are minimal at this time.
- The climate at the Airport is conductive to flying, with sunny days and the absence of winter.

SECURITY

The location of the Texas Department of Public Safety on the Airport provides a significant visual image of security for potential users and based aircraft owners. Owners of expensive aircraft want to know those aircraft are safe from vandalism and theft.

HIGHWAY ACCESS

Ground transportation is very good, with the potential to become excellent. The Airport is located off Interstate 69C and directly on Highway 490, which will become a part of the future Outer Loop truck link to the Interstate and to border crossing points into Mexico.

U.S. CUSTOMS

The availability of U.S. Customs on the Airport has opened new opportunities and activity, potentially saving valuable time for international traffic.

AIRPORT INFRASTRUCTURE

The Airport has adequate infrastructure in place. Water ad electric utilities are readily available. Sewer is one mile away and available for extension. There is a desire to extend the Runway beyond its existing 5,000 x 75 feet to better attract and serve desired traffic. Most hangars are in good condition. The terminal building is in good condition and open 24/7. A 50,000 square foot building, which was initially to be for air cargo support, now generates a major share of tenant revenues.

FINANCIAL SUPPORT

Financial support for the Airport is in place, with a clear understanding of the channels of availability. The City has an excellent credit rating. The Economic Development Corporation is active in pursuing new opportunities.

HANGAR WAITING LIST

FAA records indicate that the Airport currently has 30 based aircraft of the field. All hangars at the airport have been at capacity for the past 11 years. The Airport currently maintains a waiting list of people that would base their aircraft at the Airport as soon as hangars become available either through vacancy or construction. This list has 30 names of solid based aircraft candidates. The City is open to working with private developers to generate additional hangar space expediently and cost effectively.

CITY OWNED FBO

Currently the City of Edinburg operates the FBO at the Airport. The FBO is based out of the terminal building and offers:

- Full and Self-Service 100LL and Jet-A fuel
- Competitive fuel prices in service area
- Conference room usage (contact Airport staff for reservations)
- Flight planning area with computer access
- Free Wi-Fi in the terminal building
- Pilot's Lounge
- Courtesy car (with advance notice)
- Open/available 24/7
- The Airport is not a typical "publicly" managed facility. The staff has a commitment to service and an esprit de corps that is more commonly found in privately managed facilities. The professional, friendly, attentive staff is definitely a strength of the Airport.

LOCAL POLITICAL SUPPORT

The Airport enjoys growing local political support. Community leaders are unified in pulling together with vision for growth, a rare and valuable commodity. In addition, the Airport has an involved and enthusiastic Airport Advisory Board.

AIRPORT BRAND

The Airport brand has been improved with a nationally (internationally) relevant name. Airport management has built a solid reputation of meeting customer's needs and expectations. This provides a solid platform upon which to continue building a larger brand and image.

SERVICE AREA AIRPORTS

While current competition from area airports is relatively strong, there are inherent capacity limitations in the future. Weslaco is landlocked with limited areas for future growth. Similarly, McAllen International Airport also has limited room to expand. Harlingen has commercial service but is in a smaller MSA. The Edinburg MSA is approximately 700,000 population. South Texas International Airport has ample room to expand, with zoning in place to protest future Airport operations. Its airspace is unencumbered and good for aircraft pilot training.

OTHER STRENGTHS

Proximity to University: The University of Texas – Rio Grande Valley is located in Edinburg. If an aerospace or flight training program were to be instituted there, South Texas International would be ideal for partnering with the University.

Relationship with Funding Sources: The City enjoys a solid relationship with TxDOT for funding Airport projects.

A.2 AIRPORT WEAKNESSES

Airport weaknesses were identified as a part of the SWOT workshop process. These are internal attributes of the Airport and are listed below in rank order of importance by the SWOT participants:

LACK OF HANGARS

There is a need for additional hangar space at the Airport, both for based aircraft for potential on-airport businesses such as a specialty aviation service operator (SASO) or maintenance-repair-overhaul (MRO) business. This lack was seen as the greatest current weakness at the Airport.

BRANDING/MARKETING

Some local perceptions are that the Airport is in a remote location. Several competing area airports overshadow awareness of the Airport's advantages. In addition, there is a portion of the population in Edinburg that do not know the City owns an airport. These perception issues were considered the second-most important weakness of the Airport.

LACK OF SERVICES

The Airport lacks services that help attract business aviation and new aviation activity to the Airport such as air charter, avionics repair, flight school, MRO, etc. The Airport does not offer services that would make it a destination airport or differentiate it from its competitors. There is a distinct need to recruit MRO/SASO and avionics businesses to the Airport.

INADEQUATE RUNWAY LENGTH

Current runway length is insufficient for certain types of air traffic that are most desired such as corporate and charter operations. The current length of 5,000 feet is generally regarded as the minimum for jet powered operations, under ideal conditions in temperate regions. As air heats up in South Texas, larger, heavier aircraft require additional runway length for safe operations, especially with full fuel and passenger loads, because of density altitude considerations.

LACK OF PUBLIC ATTRACTIONS

Like the lack of services, the Airport does not have on-airport attractions such as restaurants, museums, etc. to draw the public to the Airport.

DRAINAGE PROBLEMS

The Airport suffers from a lack of adequate drainage, particularly after heavy rainfall. This includes ponding on the Airport and a lack of off-airport drainage infrastructure. In essence, the water has no place to go.

NARROW REVENUE STREAM

The Airport is subject to limited diversification of revenue streams. It is essential for the Airport to diversify its revenue streams to reduce potential shortfalls. Airport funding is very much dependent upon City financial support.

GROUND TRANSPORTATION

The Airport does not have rental cars on-hand. In addition, there is no convenient public transit system that will get Airport users to Edinburg and back.

INADEQUATE NATURAL DISATER PREPAREDNESS

The Airport features the highest elevation among service area airports, making it a natural center for disaster relief, especially in the wake of hurricanes and flooding. Currently, the Airport is not adequately equipped to fully assist the region in the event of such natural disasters.

NEED TO INCREASE BASED AIRCRAFT

The number of based aircraft on the Airport is low and needs to increase in order to justify certain types of funding.

A.3 AIRPORT OPPORTUNITIES

Opportunities that exist are considered external conditions that may be available to the Airport. Generally, these opportunities will require strategies and efforts to achieve. Most opportunities involve the market place or additional services or facilities at the Airport. Participants in the SWOT Workshop identified a number of opportunities available to the Airport in the following rank order of importance.

FLIGHT TRANING WITH UT-RGV PARTNERSHIP

Flight Training with potential partner, UT-Rio Grande Valley, is considered the number one opportunity for the Airport. This would require the establishment of an aviation curriculum at the University, which could include both flight training and an aircraft maintenance program. The University, located in Edinburg, has an enrollment of more than 20,000.

DISASTER RELIEF PLANNING

As the highest elevation airport in the Valley, and geographically positioned to serve the entire region, there is a need to plan for natural disaster relief (FEMA, State, National Guard, etc.) using the Airport as the point of air evacuation and logistical coordination. This would include the repositioning of aircraft from a U.S. Coast Guard base on South Padre Island to the Airport during hurricane threats.

BUSINESS AVIATION GROWTH

Business aviation is forecast to grow faster than any other aviation segment in the near-term future. Business aircraft constitute a stable growth segment of general aviation that would be ideal marketing objectives for the Airport. The Airport has an opportunity to increase based and transient customers.

AIRPORT BRANDING

The Airport has the opportunity to build upon an already excellent foundation for a brand. Airport Branding is already built on quality service and a good reputation among existing clientele. As new infrastructure and services are added, efforts must be made to expand the brand.

HANGAR DEVELOPMENT

There is demand and space for the development of additional conventional and T-hangars. These buildings are needed for any expansion of businesses at the Airport.

U.S. CUSTOMS

U.S. Customs clearance is available Monday through Friday from 8:00 am to 4:00 pm on a User Fee Basis at the Airport (with Overflight Exemption CBP Form 442). This capability provides options for international commerce and air traffic, particularly with the logistical proximity to Monterrey Mexico.

LAND DEVELOPMENT OPPORTUNITIES

The Airport has ample acreage, utilities, and infrastructure to accommodate both aviation and non-aviation related development. Weslaco and McAllen are landlocked with limited opportunity for development.

HOSPITAL PARTNERSHIP

Level 1 Trauma Center access in Edinburg requires aeromedical evacuation capabilities because the closest Level 1 Trauma hospital is in San Antonio. Edinburg has a Level IV trauma unit at the Edinburg Regional Medical Center, along with a helicopter landing pad. For this reason, the Airport is open to partnering relationships with aeromedical evacuation companies.

OTHER OPPORTUNITIES

Ground Transportation: Opportunities exist to improve ground transportation at the Airport:

- Rental Cars
- Courtesy Cars
- Taxi & Limousine Services

Flying Club: The Airport has a good potential to develop or host a flying club to attract enthusiasts and engineers from area industries.

Airport and City Events: The Airport could easily host special events to attract non-aviators to the Airport such as car shows, 5k runs, radio-controlled aircraft events, school and scouting group outings, etc. In addition, there are concerts and events at the new Edinburg Arena, which officially opened in August 2018 and currently houses the Rio Grande Valley Vipers of the NBA G League. The Airport could be used for VIP transit to and from these events.

Attraction of Specialty Aviation Service Operators (SASOs): The Airport would benefit financially by the attraction of one or more SASOs which would perform maintenance, repair, overhaul, aircraft painting, or avionics installation/repair. Airport users would benefit because of the convenience of these services.

A.4 THREATS TO THE AIRPORT

In this context, threats to the airport refer primarily to factors that would hinder its potential growth, development, and viability. Threats are generally external conditions to which the Airport is exposed. In some cases, unsolved weaknesses may develop into threats. Threats to Airport viability were listed by SWOT Workshop participants in the following rank order:

ACCESS TO FUNDING

Given that the Airport must rely upon the City to supplement income, the number one concern for the Airport is to maintain financial support, generate new revenues, and operate as efficiently as possible. Without this support, future projects and development at the Airport could be jeopardized. The FAA grant funding process demands that the Airport be sustained via matching funds at the State and local level.

FACILITIES MAINTENANCE

Airport maintenance from lighting to mowing to the upkeep of various structures is a constant demand that requires resources. Without these resources, the Airport could lose its branding perception as a first-class facility.

PROXIMITY TO BORDER

There is a perception that border violence, smuggling, and illegal immigration threaten safety and security. By association, the Airport's proximity to the border is perceived by some as a potential threat.

LACK OF HANGAR SPACE

The Airport needs large conventional hangars and more T-hangar space. Without this space, owners of potential based aircraft will choose an alternate airport in the region, thereby decreasing potential revenues at EBG.

COMPETITIVE PRESSURE

Within a 60-mile radius, competition from jet capable airports such as Mid Valley, McAllen Miller International, Harlingen-Valley International, and Brownsville/South Padre Island International place competitive pressure on South Texas International Airport for the lucrative corporate jet segment.

LACK OF SERVICES

The Airport lacks services that help attract business aviation and new aviation activity to the Airport such as on-airport rental cars, air charter, avionics repair, flight school, MRO, etc. Having limited service options represents a constraint when attracting new aviation activity or business customers to the Airport. This factor is considered both a Weakness and a Threat in the SWOT context.

CHANGING POLITICAL ENVIRONMENT

Although there is a very positive political support for the Airport at this time, the political environment could shift from ideal, to less than idea, or blatantly negative in the future.

NATIONAL ECONOMY AND FUEL PRICES

General aviation activity is dependent upon a good national economy. It is unpredictable and, as such, may pose a threat to future private and corporate activity if there are economic downturns. Fuel prices could have an adverse effect on Airport operations.

A.5 SUMMARY

To summarize the SWOT Workshop results, a graphic representation of the process was developed that shows the relationships between the components of the analysis. Figure 1 shows four segments, each representing one area of the SWOT. The top strength is land available for development, while the top weakness is the lack of hangars. The greatest opportunity is perceived to be the partnering with UT-RGV for flight training, while the greatest perceived threat is the potential loss of funding.

Lack of Hangars is currently a Weakness and an Opportunity. If new hangars are constructed, then the Opportunity is fulfilled, and it is no longer a Weakness. The future income generated by new tenants will then move into a Strength for the Airport. Similarly, Lack of Services at the Airport is currently a Weakness and a Threat. If the Airport does not offer services that would make it a destination airport or differentiate it from its competitors, that would threaten the Airport's viability. At that point, it would cease to be a Weakness and ultimately become an Airport Threat.

Overall, the SWOT Workshop highlighted the key issues for the Airport and its operating environment. The ALP Update will use the results to input the forecasts of aviation demand. Hopefully, the City will build on Airport strengths and take advantage of opportunities, while minimizing treats to the Airport's future operation.

FIGURE A.1: SWOT ANALYSIS



APPENDIX 2

PUBLIC MEETINGS

Planning Advisory Committee Roster

Project: Airport Development Plan
Sponsor: City of Edinburg
Agency: TxDOT Aviation Division
Consultant Team: KSA, R.A. Wiedemann & Associates

Planning Advisory Committee Members				
Name	Title	Company	Phone	Email
Carla M. Rodriguez	Assistant City Manager	City of Edinburg	956.388.8919	carlarodriguez@cityofedinburg.com
Patrick Eronini	Airport Board Chairman	Airport Advisory Board	956.309.5315	okeyeronini@gmail.com
Jayshree Bhat	Assistant VP for Professional Education and Workforce Development	UTRGV	956.665.2073	jayshree.bhat@utrgv.edu
Curtis Smith	Staff for Terry Canales	Texas House Committee on Trans.	409.673.6048	curtis.smith@house.texas.gov
Joey Trevino	Executive Director	Economic Development Corp.	956.249.1368	joey@edinburgedc.com
Jesus Saenz	Dir. of Planning and Zoning	City of Edinburg	956.388.8913	jsaenz@cityofedinburg.com
James Rohrman	Major, DPS Aircraft	Texas Dept. of Public Safety	956.285.8476	james.rohrman@dps.texas.gov
David Moreno	PHR, HID, and ANZ	U.S. Customs Asst. Port Director	956.283.2152	david.moreno@cbp.dhs.gov
Scott Fuller	Pilot	Local Aircraft Owner	956.457.2000	scottmichaelfuller@gmail.com
Debora Pinto, C.M.	Airport Manager	South Texas Int'l Airport Manager	956.522.3580	deborapinto@cityofedinburg.com
Ben Breck	Airport Planner	TXDOT Aviation Division	512-416-4555	ben.breck@txdot.gov
Consultant Team	**Title**	**Company**	**Phone**	**Email**
Michael Mallonee	Project Director	KSA	972-542-2995	mmallonee@ksaeng.com
Chris Munroe, C.M.	Project Manager	KSA	972-542-2995	cmunroe@ksaeng.com
Michael Mitchell	Airport Planner	KSA	972-542-2995	mmitchell@ksaeng.com
Craig Phipps, P.E.	Engineering Support	KSA	281-494-3252	cphipps@ksaeng.com
Randal Wiedemann	Forecast/Financial Planner	R.A. Wiedemann & Associates	502-535-6570	randal@rawiedemann.com



SEPT. 30, 2019 PUBLIC WORKSHOP

South Texas International Airport Development Plan

A public workshop will be held to inform interested members of the community about plans for the South Texas International Airport. This will be the only workshop held as part of the ongoing Airport Development Plan and will present anticipated needs for the airport over the next 20 years. Airport demand forecasts, anticipated airport facility needs, and development plans will be discussed including the vision of the airport. Share your input and learn about the future of the South Texas International Airport.

WHAT: South Texas International Airport Development Plan Public Workshop

WHEN: 5:30 p.m. September 30, 2019

WHERE: South Texas International Airport Terminal - 1300 E. FM 490
Edinburg, TX 78542

We look forward to your input and thank you for your interest on this important effort.

South Texas
International Airport at Edinburg

WE NEED YOUR INPUT

Airport Development Plan

Long Range Development Concepts

Benefits and Impact to the Community

Learn About the Airport

AIRPORT TERMINAL
1300 E. FM 490
Edinburg, TX 78542
(956) 292-2047
SEPT. 30 @ 5:30 P.M.

In conjunction with TXDOT Aviation and support from KSA Engineers.

KSA
A·DYNAMIC·PERSPECTIVE

PAC MEETING SIGN-IN SHEET

Project:	South Texas International Airport at Edinburg Airport Development Plan	**Meeting Date:**	March 22nd, 2019
Phase:	Kick-Off Meeting Inventory / SWOT	**Place/Room:**	DPH Hangar Bay (Building #4)

Name	Affiliation	Phone	E-Mail
Scott Fuller	none	956-457-3000	
PATRICK ERONINI	Airport Board, President	956-309-5315	OKeyeronnie@gmail.com
CARLA M. RODRIGUEZ	CITY OF EDINBURG, ACM	(956)380-8207	CARLARODRIGUEZ@CITYOFEDINBURG.COM
Jim Rohrman	TEXAS DPS AVIATION	956-285-8476	James.ROHRMAN@dps.texas.gov
JAYSHREE BHAT	UTRGV	956-665-2073	jayshree.bhat@utrgv.edu
Jesse R. Saenz	City of Edinburg Dir. Aff.	(956) 388-8202	jsaenz@cityofedinburg.com.
Joey Trevino	Edinburg EDC	522-0321	@edinburg.edc
Michael Mallonee	KSA	972-542-2995	MMallonee@Ksaeng.com
Michael Mitchell	KSA		
RANDAL WIEDEMANN	R.A. WIEDEMANN & ASSOC.	502 535 6570	
Chris Mulroo	KSA		

South Texas International Airport at Edinburg

Name	Affiliation	Phone	E-Mail
Karla Ponce	state Dep Terry Canales	956534-3352	Karla.PonceChase.texas.gov
Miriam Cepeda	~~Garcia~~ City of Edinburg	(956) 252-1526	mcepeda@cityofedinburg.com

South Texas International Airport at Edinburg

PAC MEETING SIGN-IN SHEET

Project:	South Texas International Airport at Edinburg Airport Development Plan	**Meeting Date:**	September 30, 2019
Phase:	Working Meeting #3	**Place/Room:**	Airport Terminal Building

Name	Affiliation	Phone	E-Mail
O. J. Garcia	TxDPS	956-332-6898	orlando.j.garcia@dps.texas.gov
Jayshree Bhatt	UTRGV	956-665-2073	jayshree.bhatt@utrgv.edu
Ben Breck	TxDOT	512-416-4535	ben.breck@txdot.gov
Randal Wiedemann	R.A. Wiedemann & Assoc.	502-535-6570	Randal@RAWiedemann.com
Deboca Pinto	City of Edinburg Airport	956 522-3580	deboca.pinto@cityofedinburg.com
Cessie Lucvano	C.O.E - Airport	210-923-9063	Clucvano@cityofEdinburg.com
Bonifacio Aguilera	Line Tech Airport	956-570-1381	
Michael Mallonee	KSA	"	Mmallonee@ksaeng.com
Chris Munroe	KSA	972-542-2995	cmunroe@ksaeng.com

PUBLIC INFORMATION MEETING SIGN-IN SHEET

Project:	South Texas International Airport at Edinburg Airport Development Plan	**Meeting Date:**	September 30, 2019
Phase:	Public Information Meeting #1	**Place/Room:**	Airport Terminal Building

Name	Affiliation	Phone	E-Mail
Edwin Navarro		(956) 760-7605	edwinnavarro1080@gmail.com
Mardoqueo Hinojos	C.I. of Edinburg	956-388-8211	mhinojos@cityofedinburg.com
TED Miller		956-457-6979	
Dwayne Bair		956-330-1277	
monica Delacruz	State Farm	451-1919	monica@rambusinessgroup.com
Gabriel Luna	City of Edinburg	956-655-7165	gluna@cityofedinburg.
Ana Avila	City of Edinburg		
Jona	City of Edinburg		
Sandra Luevano		956-586-3888	
Frank Luevano		956-5863887	

South Texas International Airport at Edinburg

APPENDIX 3

FORECAST APPROVAL LETTER

Texas Department of Transportation

125 EAST 11TH STREET, AUSTIN, TEXAS 78701-2483 | 512.463.8588 | WWW.TXDOT.GOV

July 18, 2019

South Texas International Airport at Edinburgh
Ms. Debora Pinto-Airport Manager
1300 East FM 490
Edinburgh, TX 78542

Airport Operations/Based Aircraft Forecast Approval

Dear Ms. Pinto,

TxDOT Aviation has completed review of forecast information for South Texas International Airport at Edinburgh. We found the forecast to be supported by reasonable planning assumptions and current data and developed using acceptable forecasting methodologies. Accordingly this forecast is approved for the use in the Airport Layout Plan narrative section.

If you have any questions concerning this matter, please contact me at (512) 416-4555 or ben.breck@txdot.gov

Sincerely,

Ben Breck
TxDOT Airport Planner

Ecc: FAA-Todd Hebert
KSA-Michael Mallonee
KSA-Chris Munroe

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KSA

DECEMBER 2019
FINAL REPORT

SOUTH TEXAS INTERNATIONAL AIRPORT AT EDINBURG

AIRPORT LAYOUT PLAN UPDATE WITH NARRATIVE



SOUTH TEXAS INTERNATIONAL AIRPORT AT EDINBURG

AIRPORT LAYOUT PLAN UPDATE with NARRATIVE

FINAL REPORT
December 2019

Prepared for:
City of Edinburg

Prepared by:
KSA
McKinney, Texas

This document was funded by the Texas Department of Transportation Aviation Division and City of Edinburg. The contents do not necessarily reflect the official views or policies of TXDOT or the Federal Aviation Administration. Acceptance of this report by TXDOT or FAA does not in any way constitute a commitment on the part of the State of Texas or United States to participate in any development depicted therein nor does it indicate that the proposed development is environmentally acceptable or would have justification in accordance with appropriate public laws.

4.2 RECOMMENED DEVELOPMENT PLAN

The overall Recommended Development Plan combines aspects of each airside and landside alternative. In this comprehensive plan, the most feasible and relevant portions of each alternative are included to give one consolidated overview of what development should occur at the airport. This recommended plan will be included in the Airport Layout Plan for approval and will be the basis of the Implementation and Capital Improvement Program moving forward.

AIRSIDE

The airside portion considers those improvements related to the runway and taxiway system as they relate to safety, planning and design criteria, and capability to accommodate existing and future operational needs of the airport and its users. Operational activity at South Texas International Airport is forecast to increase through the 20-year planning time frame of this Master Plan, serving a full-range of general and business aviation users. Major airside issues addressed in the recommended plan include:

- Adhere to Runway Design Code (RDC) B-II standards for the intermediate-term and C-II standards for the long-term on the airfield.
- Initial extension of Runway 14-32 and associated parallel taxiway "B" 1,000 feet south to optimize and facilitate larger aircraft operations.
- Widening of Runway 14-32 to 100 feet to adhere to long-term and ultimate C-II design standards.
- Ultimate extension of Runway 14-32 1,641 feet to the south to further optimize and facilitate larger aircraft operations.
- Land acquisition to protect Runway 14 RPZ (1.5 acres)

LANDSIDE

The primary goal of the landside facilities is to provide adequate terminal facilities and aircraft storage space to meet forecast demand, while also maximizing operational efficiencies. Landside components include terminal building, hangars (storage / FBO / MRO), aircraft parking aprons, and aviation support service.

Additionally, those areas capable of supporting revenue generating opportunities should be allocated and seen as providing economic benefits to both the airport and region. The ability of the airport to identify adjacent land uses in an effort to preserve the facility well into future is also an important aspect of landside development. Major landside issues addressed in recommended plan include:

- Construct 10,000 sq. ft. general aviation terminal / hangar expansion and associated automobile parking expansion (17,500 sq. yd.).
- Construct proposed Joint City/Airport Fire Station.
- Construct South Development (University/MRO) Area including associated partial parallel taxiway and apron. (approximately 42,000 sq. yd.).

- Construct DPS hangars and apron expansion (approximately 9,500 sq. yd.)
- Construct Air Cargo apron expansion (approximately 4,600 sq. yd.)
- Designated areas able to accommodate aviation development (approximately 146 acres).
- Designated areas able to accommodate Air National Guard and other non-aeronautical development (approximately 195 acres) opportunities.
- As demand dictates, construct various sized aircraft storage hangars.
- Other airport support facilities as necessary.

The ultimate build-out or initial construction of the development areas will not only be flexible but will be demand driven and not constructed until the market dictates the need for additional aircraft facilities. The following chapter, Capital Improvement Program, will evaluate the individual projects at the airport over the 20-year time frame and associate a proposed cost and funding source.

KSA

South Texas International Airport at Edinburg

F.M. RD. 490

AIR CARGO DRIVE

AIRFIELD DRIVE

NON-AERONAUTICAL DEVELOPEMENT AREA (2.38 ACRES)

ACCESS ROAD TO HANGARS

PROPOSED 168 CORRIDOR

PROPERTY ACQUISITION (1.5 ACRES)

ULTIMATE RPZ 1000 X 1750 X 1510

500 X 1000 X 700 NOT LOWER THAN 1-MILE

TWY A

TWY B

TWY C

TWY D

TWY E

TWY F

AERONAUTICAL DEVELOPMENT AREA (24 ACRES)

RUNWAY 14-32 (5,000' x 75') FUTURE (6,000' X 75') (ULTIMATE 7,641 X 100')

FUTURE 1000' EXTENSION

ULTIMATE 1,641' EXTENSION

FUTURE EXTENSION PAPI

ULTIMATE PAPI

1000 X 1750 X 1510 NOT LOWER THAN 3/4 -MILE

WIND CONE

ULTIMATE RPZ 1000 X 1750 X 1510

AWOS CRITICAL AREA

AWOS

AERONAUTICAL DEVELOPMENT AREA (139 ACRES)

PROPERTY ACQUISITION (34 ACRES)

NON-AERONAUTICAL DEVELOPEMENT AREA (107 ACRES)

U.S. HIGHWAY 281

NON-AERONAUTICAL DEVELOPEMENT AREA (82 ACRES)

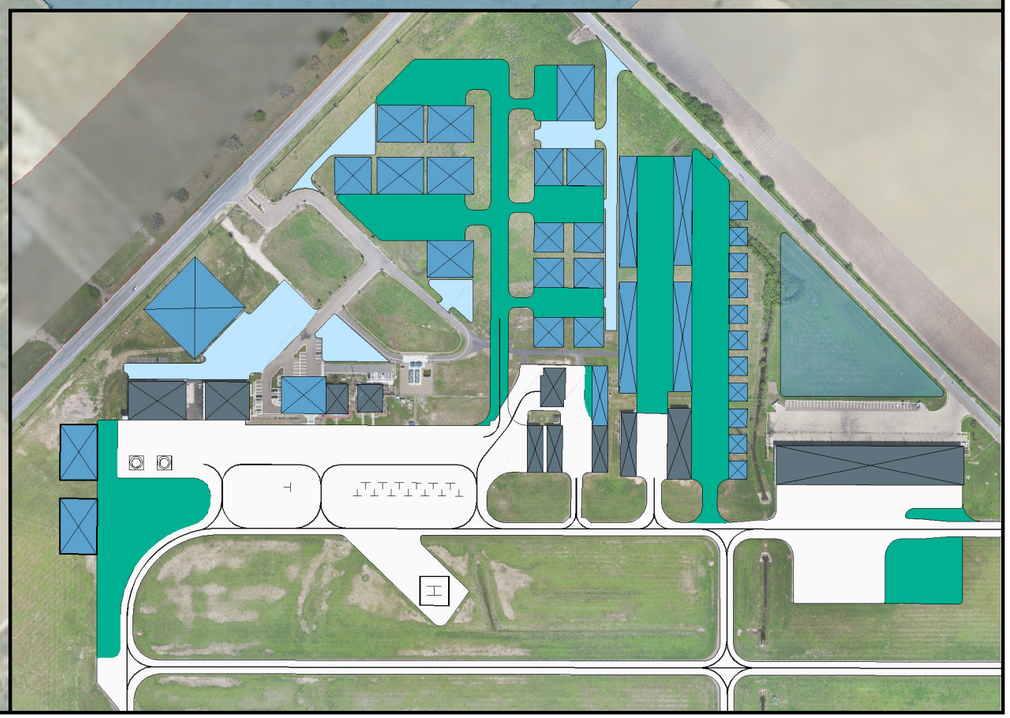
PROPOSED ACCESS ROAD

0 400'

GRAPHIC SCALE IN FEET

LEGEND

EXISTING BUILDINGS	
PROPOSED BUILDINGS	
AIRPORT PROPERTY (EX)	
AIRPORT PROPERTY (ULT)	
RUNWAY PROTECTION ZONE (EX)	
RUNWAY PROTECTION ZONE (ULT)	
AIRFIELD PAVEMENT- AIRSIDE (EX)	
AIRFIELD PAVEMENT- AIRSIDE (ULT)	
AIRFIELD PAVEMENT- LANDSIDE (EX)	
AIRFIELD PAVEMENT- LANDSIDE (ULT)	
AIRFIELD PAVEMENT DEMO/CLOSURE	
AERONAUTICAL DEVELOPMENT	
NON-AERONAUTICAL DEVELOPMENT	
PROPERTY ACQUISITION	
THRESHOLD LIGHTS (EX)	
THRESHOLD LIGHTS (ULT)	
PAPI (EX)	
PAPI (ULT)	



SOUTH TEXAS INTERNATIONAL AIRPORT AT EDINBURG

EXHIBIT 4.5: RECOMMENDED DEVELOPMENT PLAN

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: September 2, 2025
ECONOMIC DEVELOPMENT
Agenda Item No: 11.A.
Economic Development: Sponsorship-11th Annual International Film Festival

1. **Agenda Item:**
Consider Approval of the Edinburg Economic Development Corporation Board of Directors Sponsorship of the 11th Annual South Texas International Film Festival in the Amount of $10,000. [Raudel Garza, Edinburg EDC Executive Director]

2. **Description:**
The Edinburg Economic Development Corporation Board approved a sponsorship amount of $10,000 on August 18, 2025, by a vote of 7-0.

3. **Staff's Recommendation:**
Approve the Edinburg Economic Development Corporation Board of Directors Sponsorship of the 11th Annual South Texas International Film Festival in the amount of $10,000.

Reviewed by:
Raudel Garza, Edinburg Economic Development Corporation Executive Director
Nelda Ramirez, Assistant City Manager

Prepared by:
Samantha Martinez, Business Operations Coordinator EEDC

Attachments:
A. STXIFF EDC Sponsorship Request Packet

August 13, 2025

To:
Raudel Garza
Edinburg EDC Executive Director
Edinburg Economic Development Corporation
3111 W. Freddy Gonzalez Drive
Edinburg, TX 78539

Re: Sponsorship Request – South Texas International Film Festival 2025

Dear Mr. Garza,

On behalf of the Edinburg Arts Foundation, I am pleased to request the Edinburg Economic Development Corporation's partnership in presenting the South Texas International Film Festival (STXIFF) 2025 through a $25,000 Presenting Sponsorship.

Now in its 11th year, STXIFF is a premier cultural and economic driver for Edinburg, attracting filmmakers, industry professionals, and film enthusiasts from across the U.S. and abroad. The 2024 festival, held September 11–14, drew 2,700 attendees and featured 35 films from diverse locations.

The festival delivers measurable and wide-reaching economic benefits to Edinburg:

- About 1 in 10 attendees traveled from outside Edinburg.
- Visitors stayed an average of 2–3 nights, supporting hotels and hospitality businesses.
- Attendees spent an average of over $50 each, contributing tens of thousands of dollars directly to local restaurants, shops, and service providers.

Since its launch in 2022, the Edinburg Film Friendly Program has attracted 22 productions to the city. In partnership with the City's Cultural Arts Division, the Edinburg Arts Foundation, and the Edinburg Chamber of Commerce, we are building Edinburg's reputation as a film production hub—driving greater spending and job creation. STXIFF supports this effort by hosting creative workforce workshops to prepare local film professionals for hire on incoming productions, keeping more economic benefits in our community.

2025 Featured Guests

- Valente Rodriguez – Known for his role as "Ernie" on *George Lopez* and appearances in *ER*, *Mad About You*, and *Blood In, Blood Out*.
- Bobby Soto – Star of *The Tax Collector*, also appearing in *A Million Miles Away* (2023) and *Generator Rex*.
- Josefina López – Co-creator of *Real Women Have Curves*, preserved in the U.S. National Film Registry, and founding artistic director of CASA 0101 Theater.

- Dannie McCallum – Edinburg native featured in Marvel's *Echo* as "Tuklo," earning praise for cultural authenticity.

Sponsorship Benefits
A $25,000 Presenting Sponsorship includes:

- Exclusive top-tier branding on festival marketing, signage, and digital platforms.
- Recognition in press releases, media coverage, and on-stage acknowledgments.
- High-visibility placement in regional, state, and national promotions.
- Direct association with a signature event that positions Edinburg as a creative, cultural, and economic hub.

Your investment will expand programming, elevate industry participation, increase visitor spending, and contribute to Edinburg's goal of becoming a more attractive filming destination—aligning with EEDC's mission to promote economic vitality and quality of life.

We would be honored to welcome the Edinburg Economic Development Corporation as a Presenting Sponsor for STXIFF 2025. I would be happy to meet at your convenience to review this proposal and explore how our partnership can further strengthen Edinburg's cultural and economic landscape.

Thank you for your consideration and continued investment in our city's growth

Sincerely,
Bobby Viña III
Chair of STXIFF Sponsorship
Edinburg Arts Foundation

Enclosures:
- STXIFF 2025 Sponsorship Package
- Presenting Sponsor Benefits Package
- Edinburg Arts Foundation IRS 501(c)(3) Determination Letter
- Most Recent IRS Form 990

XC: Pedro Perez, Edinburg Arts Foundation President
Letty Leija, Director of Library & Cultural Arts

EEDC Sponsorship Request Form

Contact Information

1. Name: Bobby Viña III
2. Title: Edinburg Arts Foundation Chair of STXIFF Sponsorship
3. Address: 315 W. McIntyre St. Edinburg TX 78541
4. Phone: 956-393-1576
5. Email: rvina3@gmail.com

Organization Information

1. Name: Edinburg Arts Foundation
2. Address: 315 W. McIntyre St. Edinburg TX 78541
3. Tax Identification Number: 3-20496-9485-7
4. Is this organization a nonprofit corporation with a certificate of formation on file with the Texas Secretary of State? __Yes

5. Is this organization a 501(c)(3) registered with the Internal Revenue Service (IRS)? _Yes

6. Does this organization have a 990 Form on file with the IRS? __Yes

   If yes,
   a. Please attach this organization's most recently filed 990 Form.

Sponsorship or Donation Request

1. Amount Requested: _$25,000__
2. Date Needed: On or before September 1st, 2025
3. Please describe the purpose of your funding request. What will the funding be used for?

   The Edinburg Arts Foundation is requesting $25,000 for the Presenting Sponsorship of the South Texas International Film Festival (STXIFF) 2025, scheduled for September 2025. Funding will be used to:

   - Underwrite festival programming, including screenings, panels, and networking events.
   - Support Creative Workforce Workshops for local film professionals, providing training to qualify for hire on productions filming in Edinburg.
   - Cover costs for venue rentals, technical production, marketing, and hospitality for visiting filmmakers and industry professionals.

   This investment directly enhances the festival's quality, reach, and economic impact for the City of Edinburg.

4. Explain and provide supporting information regarding how the event, programming, or services being sponsored impacts economic development within the City of Edinburg. Examples include the number of attendees, whether attendees will be travelling to the City, impact on local businesses, etc.

   STXIFF is a proven economic driver for Edinburg:

   - 2,700 attendees in 2024, with over 10% traveling from outside Edinburg and staying an average of 2–3 nights.
   - Combined average spending per attendee exceeded $50, generating tens of thousands of dollars in direct economic activity for local hotels, restaurants, retail shops, and service providers.
   - The festival attracts filmmakers and industry professionals from across the U.S., contributing to hospitality, transportation, and media coverage that elevates Edinburg's profile as a cultural destination.
   - Through the City's Film Friendly Program (launched in 2022), Edinburg has hosted 22 productions, with STXIFF serving as a hub for workforce development to support these productions—driving both consumer spending and job creation.

5. If awarded, what measurable outcomes will be achieved as a result of your program? How will the community benefit?

   - Attendance Growth: Maintain or exceed 2024's 2,700 attendees, with at least 15% visiting from outside the City.
   - Overnight Stays: Increase hotel room nights from both general attendees and filmmakers.
   - Workforce Training: Host at least 3 Creative Workforce Workshops with measurable participant outcomes (e.g., job hires on local productions within 12 months).
   - Economic Activity: Potential to generate an estimated $150,000+ in direct and indirect spending within Edinburg during the festival.
   - Community Engagement: Provide free or low-cost cultural programming, enhancing quality of life and fostering community pride.

6. Please attach a budget for your program and indicate what share of the total program cost this request for city funding will cover.

Category	Amount
Production	$26,000
Workforce Training (Professional Services)	$12,000
Advertising	$5,000
Receptions & Hospitality	$8,000
Travel & Lodging	$5,500
Rentals	$5,500
Merchandise	$5,000
Supplies	$8,000
Total Expenses	**$75,000**

Funding History

1. Has this organization received sponsorships or donations in the past from the EEDC and/or the City of Edinburg? __Yes

   If yes,
   a. Please list funding amounts awarded per year for the most recent five-year period.
      i. 2024 - $10,000
      ii. 2023 - $10,000
      iii. 2022 - $0
      iv. 2021 - $0
      v. 2020 - $0
      vi. 2019 - $20,000

   b. Please describe what measurable outcomes were achieved as a result of your programs supported by city funds.
      With City support, STXIFF 2024 drew 2,700 attendees, over 10% from outside Edinburg, generating thousands in local spending and increasing hotel occupancy. The festival showcased 65 films, brought in 262 filmmakers, hosted Creative Workforce Workshops, and contributed to the City's Film Friendly Program, which has attracted 22 productions since 2022, supporting tourism, job creation, and Edinburg's profile as a film destination.

2. Has this organization received other funding from the EEDC and/or the City of Edinburg (e.g., grants, federal or state pass-through funding, etc.) __Yes

   If yes,

a. Please list funding sources and amounts awarded per year for the most recent five-year period.
$1,000
South Texas Arts Fair
June 2026

Exclusions

- Persons seeking financial support for their individual participation in a fundraising effort or event
- Persons requesting funds for their private use, regardless of the intent or need
- Requests that benefit single individuals
- Political causes or candidates
- Organizations that promote the sale or consumption of alcohol, tobacco products or federally illegal drugs
- Promotion of the use or sale of firearms, explosives or other weapons, or the depiction, suggestion, or glorification of violence or acts of a violent nature
- Organizations that promote gambling
- Sexually oriented businesses
- Organizations requesting inappropriate or unlawful expenditures, as determined by the City in its sole discretion

The EEDC has sole discretion to determine whether an event benefits residents of the City of Edinburg and should therefore be a recipient of sponsorship funding or support under this Policy. The EEDC reserves the right to decline any request for EEDC sponsorship if acceptance is deemed not to be in the best interest of the EEDC, or if acceptance would create a conflict of interest for the EEDC.

SEPT. 10-13

2025

FILMS · CELEBRITIES · WORKSHOPS

STX IFF | SOUTH TEXAS INTERNATIONAL FILM FESTIVAL

STXIFF.COM

EXPLORE EDINBURG TX

THE CITY OF Edinburg

EDINBURG Economic Development Corporation



SUMMARY

The South Texas International Film Festival (STXIFF) in Edinburg, Texas, is a renowned annual event celebrating its 11th edition. The festival showcases a curated selection of international and local films across genres. Attendees enjoy immersive screenings, engaging panel discussions, and workshops with industry professionals. Special guests share insights and experiences with aspiring filmmakers. The festival's awards program recognizes outstanding achievements in filmmaking.

The festival's success has positioned Edinburg as a hub for the Rio Grande Valley film industry, driving tourism, contributing to the local economy, and elevating the cultural landscape. STXIFF continues to grow, attracting filmmakers, industry professionals, and attendees from around the world. The festival also serves as a dynamic platform that celebrates the art of cinema, supports regional talent, and encourages cultural exchange.

On Wednesday, September 10th through Saturday, September 13th, 2025, STXIFF will hold its 11th annual event with award-winning feature film screenings, regional, short and feature length film competition; film industry workshops; a red carpet affair; an awards ceremony and gala.





FESTIVAL

South Texas International Film Festival

DATES

September 10th - 13th, 2025

LOCATION

Arts, Culture, and Events (ACE) Center
315 W. McIntyre St. Edinburg, TX.

ADMISSION

- Awards Ceremony: $65
- Film Screening: Free

RED CARPET & AWARDS CEREMONY

September 13th, 2025



SPONSORSHIP

STXIFF gives businesses and corporations the opportunity to branch out into different markets, by offering different marketing opportunities through brand awareness, brand positioning, and strategic marketing geared towards different groups of consumers. Below are the different sponsorship levels and the marketing value your company may gain from its investment in this venture.

PACKAGE #1
$10,000

- 8 Festival Tickets
- 8 Gala Tickets
- 2 Mentions at Gala
- 2 Social Media Highlights
- Celebrity Meet & Greet for 8
- 1 Red Carpet Sponsor Interview
- 1 Gala Award Presentation
- Full Page Ad on Program
- Logo/Sponsor Name on the following:
  - Website
  - Entrance & Exit Banner
  - Poster
  - Stage
  - Screens
  - Screening Rooms
  - Program
  - Facebook Live

PACKAGE #2
$5,000

- 6 Festival Tickets
- 6 Gala Tickets
- 1 Mention at Gala
- 1 Social Media Highlight
- Half Page Ad in Program
- Logo/Sponsor Name on the following:
  - Website
  - Entrance Banner
  - Poster
  - Screens
  - Screening Rooms
  - Program

PACKAGE #3
$1,500

- 4 Festival Tickets
- 4 Gala Tickets
- 1 Mention at Gala
- 1 Social Media Highlight
- Logo/Sponsor Name on the following:
  - Website
  - Poster
  - Program

PACKAGE #4
$1,000

- 2 Festival Tickets
- 2 Gala Tickets
- 1 Mention at Gala
- Logo/Sponsor Name on the following:
  - Website
  - Program

STX IFF | SOUTH TEXAS INTERNATIONAL FILM FESTIVAL

PREVIOUS GUESTS



Raul Castillo
STXIFF 2015
Looking



Aldo Monti
STXIFF 2015
Santo in the Treasure of Dracula



Valente Rodriguez
STXIFF 2015 - 2024
The George Lopez Show



David Barrera
STXIFF 2016, 2021
CSI Miami



Maria Canales-Barrera
STXIFF 2016, 2021
Wizards of Waverly Place



JT Campos
STXIFF 2017, 2019, 2021
Queen of the South



Marcos Almada
STXIFF 2018
Frontier



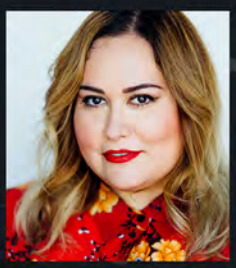
Matt Valentine
STXIFF 2018
Face Off



Jesse Borrego
STXIFF 2018, 2019
Blood In Blood Out



Carlos Moreno Jr.
STXIFF 2017, 2019, 2020, 2021
Coco



Tanya Saracho
STXIFF 2021
Vida



Manelly Zepeda
STXIFF 2021
How to Be a Latin Lover



Brenda Garza
STXIFF 2021
You Are My Home



Antonio Villarreal
STXIFF 2021
Border Cartel



Jackie Cruz
STXIFF 2022
Orange Is the New Black



Kenneth Trujillo
STXIFF 2022
The Suicide Squad



STX IFF | SOUTH TEXAS INTERNATIONAL FILM FESTIVAL

PREVIOUS GUESTS



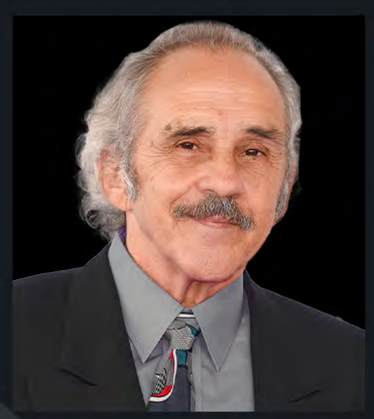
Joshua Mikel
STXIFF 2022
The Walking Dead



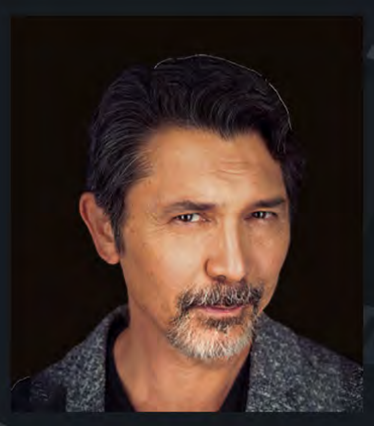
Lelund Thompson
STXIFF 2022
Mother's Milk



Patrick Perez
STXIFF 2020, 2021
Lola's Love Shack



Pepe Serna
STXIFF 2022
Scarface



Lou Diamond Phillips
STXIFF 2023
La Bamba



Michael Gregory
STXIFF 2023
RoboCop



John Caglioni Jr.
STXIFF 2023
The Dark Knight



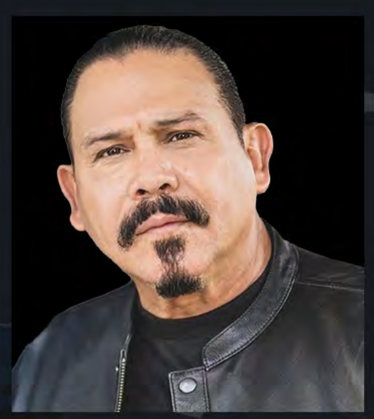
Carlos Gallardo
STXIFF 2023
El Mariachi



Jane Austin
STXIFF 2023
Thor: Love and Thunder



Joshua Kennedy
STXIFF 2023
House of the Gorgon



Emilio Rivera
STXIFF 2024
Sons of Anarchy

STX IFF | SOUTH TEXAS INTERNATIONAL FILM FESTIVAL

CELEBRITY GUEST 2025



DANNIE MCCALLUM

ACTRESS

Known for Day 5 (2016), Echo (2023), and Here (2024)

2024 STXIFF HIGHLIGHTS

STX IFF | SOUTH TEXAS INTERNATIONAL FILM FESTIVAL



















For more information and updates,
visit STXIFF.COM



STX IFF | SOUTH TEXAS INTERNATIONAL FILM FESTIVAL

2025 STXIFF Committee

Janie Martinez
Chair

Kristin J. Palacios
Volunteers & Hospitality Chair

Susan Smith
Programming Chair

Carina Alcantara
Workshop & Networking Chair

Leonel Guerrero
Talent Acquisition Chair

Virginia Haynie Gause
International Engagement Chair

Robert De La Viña
Sponsorship Chair

Angela Garcia
STXIFF Secretary

Magdiel Castle
Cultural Arts Assistant Director

Leticia Leija
Director of Library & Cultural Arts



STX IFF | SOUTH TEXAS INTERNATIONAL FILM FESTIVAL

2025 Sponsorship Commitment Form

Company Name _____

Address _____

Primary Contact _____

Contact Phone _____ Email _____

Sponsor Level _____ Total Sponsorship Amount: $ _____

Signature _____ Date _____

☐ Please send me an invoice of my contribution.

Make checks payable to the Edinburg Arts Foundation

Send all checks with this form to:

Edinburg Arts, Culture & Events Center
C/O Magdiel Castle
315 W McIntyre St. Edinburg TX 78541

THE CITY OF Edinburg CULTURAL ARTS

EDINBURG ARTS FOUNDATION

The Edinburg Arts Foundation was established on December 12, 2012, as a 501(c)3 nonprofit organization. Sponsorships are tax deductible to the extent provided by the IRS charitable contribution code.

For questions, please contact:
Magdiel Castle
Assistant Director of Cultural Arts

956-388-8227 Direct Line
956-330-7542 Cell
arts@cityofedinburg.com

EDINBURG ARTS FOUNDATION

South Texas International Film Festival
Presenting Sponsor Benefits.

All $10,000 Sponsor Benefits, PLUS:

Premium Branding & Recognition

- "Presented by Edinburg Economic Development Corporation" on all festival materials, press releases, and digital platforms.
- Premier logo placement above all other sponsors on:
  - Website
  - Entrance & exit banners
  - Posters
  - Stage backdrops
  - Screens & screening rooms
  - Official program cover
  - Facebook Live streams & video broadcasts
- Logo featured in the official festival trailer played before every screening.

Exclusive Media & Stage Presence

- Opening & Closing Gala recognition: EEDC name announced as Presenting Sponsor at the start and end of both events.
- Opportunity to present two major awards (Best Feature Film Award + another festival award).
- Feature article in the festival program spotlighting EEDC's investment in economic growth through the arts.
- Branded step-and-repeat position for red carpet events with EEDC logo in lead placement.

Community & Economic Development Integration

- Named as Presenting Sponsor of STXIFF Creative Workforce Workshops, reinforcing EEDC's role in training local talent for film productions.
- Opportunity to host an invite-only networking mixer with visiting filmmakers, producers, and local business leaders.
- Invitation for EEDC to speak briefly at a workshop or industry panel about economic opportunities in Edinburg.

Expanded Hospitality & Access

- 12 Festival tickets (instead of 8)
- 12 Gala tickets (instead of 8)
- VIP reserved seating at all screenings and events.
- Celebrity meet & greet for 12 guests.
- Private photo opportunity with celebrity guests for EEDC leadership.

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: MAR 19 2013

EDINBGURG ART FOUNDATION
C/O EDNA PENA
1906 S CLOSNER BLVD
EDINBURG, TX 78540

Employer Identification Number:
46-1557426
DLN:
17053030408013
Contact Person:
NICHOLAS R HINDS ID# 31662
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
September 30
Public Charity Status:
170(b)(1)(A)(vi)
Form 990 Required:
Yes
Effective Date of Exemption:
December 12, 2012
Contribution Deductibility:
Yes
Addendum Applies:
No

Dear Applicant:

We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. We determined that you are a public charity under the Code section(s) listed in the heading of this letter.

Please see enclosed Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, for some helpful information about your responsibilities as an exempt organization.

Letter 947 (DO/CG)

EDINBGURG ART FOUNDATION

Sincerely,

Holly O Paz

Holly O. Paz
Director, Exempt Organizations
Rulings and Agreements

Enclosure: Publication 4221-PC

Letter 947 (DO/CG)

2024 Exempt Organization Business Tax Return
prepared for:

EDINBURG ART FOUNDATION
1906 S. CLOSNER BLVD
EDINBURG, TX 78539

Specialty + Business Services, Co
P O Box 2844
McAllen, TX 78502

Form **990-EZ**

Department of the Treasury
Internal Revenue Service

Short Form
Return of Organization Exempt From Income Tax

Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except private foundations)
Do not enter social security numbers on this form, as it may be made public.
Go to *www.irs.gov/Form990EZ* for instructions and the latest information.

OMB No. 1545-0047

2024

Open to Public Inspection

A For the 2024 calendar year, or tax year beginning , 2024, and ending , 20

B Check if applicable:
- ☐ Address change
- ☐ Name change
- ☐ Initial return
- ☐ Final return/terminated
- ☐ Amended return
- ☐ Application pending

C Name of organization: EDINBURG ART FOUNDATION

Number and street (or P.O. box if mail is not delivered to street address): 1906 S. CLOSNER BLVD

Room/suite:

City or town, state or province, country, and ZIP or foreign postal code: EDINBURG, TX 78539

D Employer identification number: 46-1557426

E Telephone number: 9563301458

F Group Exemption Number

G Accounting Method: ☒ Cash ☐ Accrual Other (specify):

H Check ☐ if the organization is **not** required to attach Schedule B (Form 990).

I Website: N/A

J Tax-exempt status (check only one) – ☒ 501(c)(3) ☐ 501(c) ( ) (insert no.) ☐ 4947(a)(1) or ☐ 527

K Form of organization: ☒ Corporation ☐ Trust ☐ Association ☐ Other:

L Add lines 5b, 6c, and 7b to line 9 to determine gross receipts. If gross receipts are $200,000 or more, or if total assets (Part II, column (B)) are $500,000 or more, file Form 990 instead of Form 990-EZ . . . . . $ 72,842.

Part I **Revenue, Expenses, and Changes in Net Assets or Fund Balances** (see the instructions for Part I)
Check if the organization used Schedule O to respond to any question in this Part I . . . . . ☒

Revenue	1	Contributions, gifts, grants, and similar amounts received		1	
	2	Program service revenue including government fees and contracts		2	72,392.
	3	Membership dues and assessments		3	450.
	4	Investment income		4	
	5a	Gross amount from sale of assets other than inventory	5a		
	b	Less: cost or other basis and sales expenses	5b		
	c	Gain or (loss) from sale of assets other than inventory (subtract line 5b from line 5a)		5c	
	6	Gaming and fundraising events:			
	a	Gross income from gaming (attach Schedule G if greater than $15,000)	6a		
	b	Gross income from fundraising events (not including $ of contributions from fundraising events reported on line 1) (attach Schedule G if the sum of such gross income and contributions exceeds $15,000)	6b		
	c	Less: direct expenses from gaming and fundraising events	6c		
	d	Net income or (loss) from gaming and fundraising events (add lines 6a and 6b and subtract line 6c)		6d	
	7a	Gross sales of inventory, less returns and allowances	7a		
	b	Less: cost of goods sold	7b		
	c	Gross profit or (loss) from sales of inventory (subtract line 7b from line 7a)		7c	
	8	Other revenue (describe in Schedule O)		8	
	9	**Total revenue.** Add lines 1, 2, 3, 4, 5c, 6d, 7c, and 8		9	72,842.
Expenses	10	Grants and similar amounts paid (list in Schedule O)		10	34,240.
	11	Benefits paid to or for members		11	
	12	Salaries, other compensation, and employee benefits		12	
	13	Professional fees and other payments to independent contractors		13	3,000.
	14	Occupancy, rent, utilities, and maintenance		14	
	15	Printing, publications, postage, and shipping		15	12.
	16	Other expenses (describe in Schedule O) See. Line 16. Stmt.		16	44,747.
	17	**Total expenses.** Add lines 10 through 16		17	81,999.
Net Assets	18	Excess or (deficit) for the year (subtract line 17 from line 9)		18	-9,157.
	19	Net assets or fund balances at beginning of year (from line 27, column (A)) (must agree with end-of-year figure reported on prior year's return)		19	41,675.
	20	Other changes in net assets or fund balances (explain in Schedule O)		20	
	21	Net assets or fund balances at end of year. Combine lines 18 through 20		21	32,518.

Statement

Part II **Balance Sheets** (see the instructions for Part II)
Check if the organization used Schedule O to respond to any question in this Part II . . . . . ☐

		(A) Beginning of year		(B) End of year
22	Cash, savings, and investments	41,675.	22	32,518.
23	Land and buildings		23	
24	Other assets (describe in Schedule O)		24	
25	**Total assets**	41,675.	25	32,518.
26	**Total liabilities** (describe in Schedule O)		26	
27	**Net assets or fund balances** (line 27 of column (B) **must** agree with line 21)	41,675.	27	32,518.

Part III **Statement of Program Service Accomplishments** (see the instructions for Part III)
Check if the organization used Schedule O to respond to any question in this Part III . . ☐

What is the organization's primary exempt purpose? Inspire cultural artistic experience

Expenses (Required for section 501(c)(3) and 501(c)(4) organizations; optional for others.)

Describe the organization's program service accomplishments for each of its three largest program services, as measured by expenses. In a clear and concise manner, describe the services provided, the number of persons benefited, and other relevant information for each program title.

28 Support and advocate for the arts in the City of Edinburg Texas with a special emphasis in supporting city art initiatives.

(Grants $ 87,752.) If this amount includes foreign grants, check here . . . ☐ **28a** 76,139.

29

(Grants $) If this amount includes foreign grants, check here . . . ☐ **29a**

30

(Grants $) If this amount includes foreign grants, check here . . . . . ☐ **30a**

31 Other program services (describe in Schedule O) . . . . . .
(Grants $) If this amount includes foreign grants, check here . . . . . ☐ **31a**

32 **Total program service expenses** (add lines 28a through 31a) . . . . . **32** 76,139.

Part IV **List of Officers, Directors, Trustees, and Key Employees** (list each one even if not compensated—see the instructions for Part IV)
Check if the organization used Schedule O to respond to any question in this Part IV . . . . . ☒

(a) Name and title	(b) Average hours per week devoted to position	(c) Reportable compensation (Forms W-2/1099-MISC/ 1099-NEC) (if not paid, enter -0-)	(d) Health benefits, contributions to employee benefit plans, and deferred compensation	(e) Estimated amount of other compensation
Pedro Perez President	10.00	0.	0.	0.
Agustin Lozano,Jr Treasurer	10.00	0.	0.	0.

Taxpayer Copy

Part V **Other Information** (Note the Schedule A and personal benefit contract statement requirements in the instructions for Part V.) Check if the organization used Schedule O to respond to any question in this Part V . ☐

			Yes	No
33	Did the organization engage in any significant activity not previously reported to the IRS? If "Yes," provide a detailed description of each activity in Schedule O	33		×
34	Were any significant changes made to the organizing or governing documents? If "Yes," attach a conformed copy of the amended documents if they reflect a change to the organization's name. Otherwise, explain the change on Schedule O. See instructions	34		×
35a	Did the organization have unrelated business gross income of $1,000 or more during the year from business activities (such as those reported on lines 2, 6a, and 7a, among others)?	35a		×
b	If "Yes" to line 35a, has the organization filed a Form 990-T for the year? If "No," provide an explanation in Schedule O	35b		
c	Was the organization a section 501(c)(4), 501(c)(5), or 501(c)(6) organization subject to section 6033(e) notice, reporting, and proxy tax requirements during the year? If "Yes," complete Schedule C, Part III	35c		×
36	Did the organization undergo a liquidation, dissolution, termination, or significant disposition of net assets during the year? If "Yes," complete applicable parts of Schedule N	36		×
37a	Enter amount of political expenditures, direct or indirect, as described in the instructions 37a			
b	Did the organization file **Form 1120-POL** for this year?	37b		×
38a	Did the organization borrow from, or make any loans to, any officer, director, trustee, or key employee; or were any such loans made in a prior year and still outstanding at the end of the tax year covered by this return?	38a		×
b	If "Yes," complete Schedule L, Part II, and enter the total amount involved 38b			
39	Section 501(c)(7) organizations. Enter:			
a	Initiation fees and capital contributions included on line 9 39a			
b	Gross receipts, included on line 9, for public use of club facilities 39b			
40a	Section 501(c)(3) organizations. Enter amount of tax imposed on the organization during the year under: section 4911: _____; section 4912: _____; section 4955: _____			
b	Section 501(c)(3), 501(c)(4), and 501(c)(29) organizations. Did the organization engage in any section 4958 excess benefit transaction during the year, or did it engage in an excess benefit transaction in a prior year that has not been reported on any of its prior Forms 990 or 990-EZ? If "Yes," complete Schedule L, Part I	40b		×
c	Section 501(c)(3), 501(c)(4), and 501(c)(29) organizations. Enter amount of tax imposed on organization managers or disqualified persons during the year under sections 4912, 4955, and 4958 _____			
d	Section 501(c)(3), 501(c)(4), and 501(c)(29) organizations. Enter amount of tax on line 40c reimbursed by the organization _____			
e	All organizations. At any time during the tax year, was the organization a party to a prohibited tax shelter transaction? If "Yes," complete Form 8886-T	40e		×

41 List the states with which a copy of this return is filed:

42a The organization's books are in care of: Augustin Lozano, Jr. Treasurer Telephone no. (956)330-1458
Located at: 1906 S Closner, Edinburg TX ZIP + 4 78539

			Yes	No
b	At any time during the calendar year, did the organization have an interest in or a signature or other authority over a financial account in a foreign country (such as a bank account, securities account, or other financial account)? If "Yes," enter the name of the foreign country: _____ See the instructions for exceptions and filing requirements for FinCEN Form 114, Report of Foreign Bank and Financial Accounts (FBAR).	42b		×
c	At any time during the calendar year, did the organization maintain an office outside the United States? If "Yes," enter the name of the foreign country: _____	42c		×

43 Section 4947(a)(1) nonexempt charitable trusts filing Form 990-EZ in lieu of **Form 1041**—Check here . . . . . ☐
and enter the amount of tax-exempt interest received or accrued during the tax year 43

			Yes	No
44a	Did the organization maintain any donor advised funds during the year? If "Yes," Form 990 must be completed instead of Form 990-EZ	44a		×
b	Did the organization operate one or more hospital facilities during the year? If "Yes," Form 990 must be completed instead of Form 990-EZ	44b		×
c	Did the organization receive any payments for indoor tanning services during the year?	44c		×
d	If "Yes" to line 44c, has the organization filed a Form 720 to report these payments? If "No," provide an explanation in Schedule O	44d		
45a	Did the organization have a controlled entity within the meaning of section 512(b)(13)?	45a		×
b	Did the organization receive any payment from or engage in any transaction with a controlled entity within the meaning of section 512(b)(13)? If "Yes," Form 990 and Schedule R may need to be completed instead of Form 990-EZ. See instructions	45b		×

		Yes	No
46	Did the organization engage, directly or indirectly, in political campaign activities on behalf of or in opposition to candidates for public office? If "Yes," complete Schedule C, Part I	46	×

Part VI Section 501(c)(3) Organizations Only

All section 501(c)(3) organizations must answer questions 47–49b and 52, and complete the tables for lines 50 and 51.

Check if the organization used Schedule O to respond to any question in this Part VI . . . . . ☐

		Yes	No
47	Did the organization engage in lobbying activities or have a section 501(h) election in effect during the tax year? If "Yes," complete Schedule C, Part II	47	×
48	Is the organization a school as described in section 170(b)(1)(A)(ii)? If "Yes," complete Schedule E . . .	48	×
49a	Did the organization make any transfers to an exempt non-charitable related organization?	49a	×
b	If "Yes," was the related organization a section 527 organization?	49b	

50 Complete this table for the organization's five highest compensated employees (other than officers, directors, trustees, and key employees) who each received more than $100,000 of compensation from the organization. If there is none, enter "None."

(a) Name and title of each employee	(b) Average hours per week devoted to position	(c) Reportable compensation (Forms W-2/1099-MISC/ 1099-NEC)	(d) Health benefits, contributions to employee benefit plans, and deferred compensation	(e) Estimated amount of other compensation
none				

f Total number of other employees paid over $100,000 . . . . .

51 Complete this table for the organization's five highest compensated independent contractors who each received more than $100,000 of compensation from the organization. If there is none, enter "None."

(a) Name and business address of each independent contractor	(b) Type of service	(c) Compensation
none		

d Total number of other independent contractors each receiving over $100,000 . .

52 Did the organization complete Schedule A? **Note:** All section 501(c)(3) organizations must attach a completed Schedule A . . . . . ☒ Yes ☐ No

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than officer) is based on all information of which preparer has any knowledge.

Sign Here	Signature of officer Pedro Perez, President Type or print name and title	Date 05/09/2025

Paid Preparer Use Only	Print/Type preparer's name Emilio Zarate	Preparer's signature Emilio Zarate	Date	Check ☒ if self-employed	PTIN P00974416
	Firm's name Specialty + Business Services, Co			Firm's EIN	
	Firm's address P O Box 2844, McAllen, TX 78502			Phone no.	

May the IRS discuss this return with the preparer shown above? See instructions . . . . . ☐ Yes ☒ No

Additional Information From Form 990-EZ: Short Form Return of Organization Exempt from Income Tax

Form 990-EZ: Short Form Return of Organization Exempt from Income Tax

Line 16: Other Expenses **Continuation Statement**

Description	Amount
EVENT EXPENSE	40,150.
DUES & SUBSCRIPTIONS	2,202.
FRANCHISE TAX EXPENSE	50.
SCHOLORSHIP	1,750.
OFFICE SUPPLIES	595.
rounding adjustment	
Total	44,747.

Taxpayer Copy

SCHEDULE A (Form 990)

Department of the Treasury
Internal Revenue Service

Public Charity Status and Public Support

Complete if the organization is a section 501(c)(3) organization or a section 4947(a)(1) nonexempt charitable trust.
Attach to Form 990 or Form 990-EZ.
Go to *www.irs.gov/Form990* for instructions and the latest information.

OMB No. 1545-0047

2024

Open to Public Inspection

Name of the organization	Employer identification number
EDINBURG ART FOUNDATION	46-1557426

Part I **Reason for Public Charity Status.** (All organizations must complete this part.) See instructions.

The organization is not a private foundation because it is: (For lines 1 through 12, check only one box.)

1 ☐ A church, convention of churches, or association of churches described in **section 170(b)(1)(A)(i)**.
2 ☐ A school described in **section 170(b)(1)(A)(ii)**. (Attach Schedule E (Form 990).)
3 ☐ A hospital or a cooperative hospital service organization described in **section 170(b)(1)(A)(iii)**.
4 ☐ A medical research organization operated in conjunction with a hospital described in **section 170(b)(1)(A)(iii)**. Enter the hospital's name, city, and state:
5 ☐ An organization operated for the benefit of a college or university owned or operated by a governmental unit described in **section 170(b)(1)(A)(iv)**. (Complete Part II.)
6 ☐ A federal, state, or local government or governmental unit described in **section 170(b)(1)(A)(v)**.
7 ☒ An organization that normally receives a substantial part of its support from a governmental unit or from the general public described in **section 170(b)(1)(A)(vi)**. (Complete Part II.)
8 ☐ A community trust described in **section 170(b)(1)(A)(vi)**. (Complete Part II.)
9 ☐ An agricultural research organization described in **section 170(b)(1)(A)(ix)** operated in conjunction with a land-grant college or university or a non-land-grant college of agriculture (see instructions). Enter the name, city, and state of the college or university:
10 ☐ An organization that normally receives (1) more than 33⅓% of its support from contributions, membership fees, and gross receipts from activities related to its exempt functions, subject to certain exceptions, and (2) no more than 33⅓% of its support from gross investment income and unrelated business taxable income (less section 511 tax) from businesses acquired by the organization after June 30, 1975. See **section 509(a)(2)**. (Complete Part III.)
11 ☐ An organization organized and operated exclusively to test for public safety. See **section 509(a)(4)**.
12 ☐ An organization organized and operated exclusively for the benefit of, to perform the functions of, or to carry out the purposes of one or more publicly supported organizations described in **section 509(a)(1)** or **section 509(a)(2)**. See **section 509(a)(3)**. Check the box on lines 12a through 12d that describes the type of supporting organization and complete lines 12e, 12f, and 12g.

a ☐ **Type I.** A supporting organization operated, supervised, or controlled by its supported organization(s), typically by giving the supported organization(s) the power to regularly appoint or elect a majority of the directors or trustees of the supporting organization. **You must complete Part IV, Sections A and B.**

b ☐ **Type II.** A supporting organization supervised or controlled in connection with its supported organization(s), by having control or management of the supporting organization vested in the same persons that control or manage the supported organization(s). **You must complete Part IV, Sections A and C.**

c ☐ **Type III functionally integrated.** A supporting organization operated in connection with, and functionally integrated with, its supported organization(s) (see instructions). **You must complete Part IV, Sections A, D, and E.**

d ☐ **Type III non-functionally integrated.** A supporting organization operated in connection with its supported organization(s) that is not functionally integrated. The organization generally must satisfy a distribution requirement and an attentiveness requirement (see instructions). **You must complete Part IV, Sections A and D, and Part V.**

e ☐ Check this box if the organization received a written determination from the IRS that it is a Type I, Type II, Type III functionally integrated, or Type III non-functionally integrated supporting organization.

f Enter the number of supported organizations . . . . . .

g Provide the following information about the supported organization(s).

(i) Name of supported organization	(ii) EIN	(iii) Type of organization (described on lines 1–10 above (see instructions))	(iv) Is the organization listed in your governing document? Yes	(iv) No	(v) Amount of monetary support (see instructions)	(vi) Amount of other support (see instructions)
(A)						
(B)						
(C)						
(D)						
(E)						
Total						

Key Source Copy

Part II **Support Schedule for Organizations Described in Sections 170(b)(1)(A)(iv) and 170(b)(1)(A)(vi)**
(Complete only if you checked the box on line 5, 7, or 8 of Part I or if the organization failed to qualify under Part III. If the organization fails to qualify under the tests listed below, please complete Part III.)

Section A. Public Support

Calendar year (or fiscal year beginning in)	(a) 2020	(b) 2021	(c) 2022	(d) 2023	(e) 2024	(f) Total
1 Gifts, grants, contributions, and membership fees received. (Do not include any "unusual grants.")	1,527.	4,150.	28,763.	54,544.		88,984.
2 Tax revenues levied for the organization's benefit and either paid to or expended on its behalf						
3 The value of services or facilities furnished by a governmental unit to the organization without charge						
4 **Total.** Add lines 1 through 3	1,527.	4,150.	28,763.	54,544.		88,984.
5 The portion of total contributions by each person (other than a governmental unit or publicly supported organization) included on line 1 that exceeds 2% of the amount shown on line 11, column (f)						
6 **Public support.** Subtract line 5 from line 4						88,984.

Section B. Total Support

Calendar year (or fiscal year beginning in)	(a) 2020	(b) 2021	(c) 2022	(d) 2023	(e) 2024	(f) Total
7 Amounts from line 4	1,527.	4,150.	28,763.	54,544.		88,984.
8 Gross income from interest, dividends, payments received on securities loans, rents, royalties, and income from similar sources						
9 Net income from unrelated business activities, whether or not the business is regularly carried on						
10 Other income. Do not include gain or loss from the sale of capital assets (Explain in Part VI.)						
11 **Total support.** Add lines 7 through 10						88,984.

12 Gross receipts from related activities, etc. (see instructions) **12**

13 **First 5 years.** If the Form 990 is for the organization's first, second, third, fourth, or fifth tax year as a section 501(c)(3) organization, check this box and **stop here** . . . . . ☐

Section C. Computation of Public Support Percentage

14	Public support percentage for 2024 (line 6, column (f), divided by line 11, column (f))	**14**	100 %
15	Public support percentage from 2023 Schedule A, Part II, line 14	**15**	71.33 %

16a **33⅓% support test—2024.** If the organization did not check the box on line 13, and line 14 is 33⅓% or more, check this box and **stop here**. The organization qualifies as a publicly supported organization . . . . . ☒

b **33⅓% support test—2023.** If the organization did not check a box on line 13 or 16a, and line 15 is 33⅓% or more, check this box and **stop here**. The organization qualifies as a publicly supported organization . . . . . ☐

17a **10%-facts-and-circumstances test—2024.** If the organization did not check a box on line 13, 16a, or 16b, and line 14 is 10% or more, and if the organization meets the facts-and-circumstances test, check this box and **stop here**. Explain in Part VI how the organization meets the facts-and-circumstances test. The organization qualifies as a publicly supported organization . . . . . ☐

b **10%-facts-and-circumstances test—2023.** If the organization did not check a box on line 13, 16a, 16b, or 17a, and line 15 is 10% or more, and if the organization meets the facts-and-circumstances test, check this box and **stop here**. Explain in Part VI how the organization meets the facts-and-circumstances test. The organization qualifies as a publicly supported organization . . . . . ☐

18 **Private foundation.** If the organization did not check a box on line 13, 16a, 16b, 17a, or 17b, check this box and see instructions . . . . . ☐

Screenshot

Schedule B (Form 990)
(Rev. December 2024)
Department of the Treasury
Internal Revenue Service

Schedule of Contributors

Attach to Form 990, 990-EZ, or 990-PF.
Go to *www.irs.gov/Form990* for the latest information.

OMB No. 1545-0047

Name of the organization	Employer identification number
EDINBURG ART FOUNDATION	46-1557426

Organization type (check one):

Filers of:	Section:
Form 990 or 990-EZ	☒ 501(c)(3) (enter number) organization
	☐ 4947(a)(1) nonexempt charitable trust **not** treated as a private foundation
	☐ 527 political organization
Form 990-PF	☐ 501(c)(3) exempt private foundation
	☐ 4947(a)(1) nonexempt charitable trust treated as a private foundation
	☐ 501(c)(3) taxable private foundation

Check if your organization is covered by the **General Rule** or a **Special Rule.**
Note: Only a section 501(c)(7), (8), or (10) organization can check boxes for both the General Rule and a Special Rule. See instructions.

General Rule

☒ For an organization filing Form 990, 990-EZ, or 990-PF that received, during the year, contributions totaling $5,000 or more (in money or property) from any one contributor. Complete Parts I and II. See instructions for determining a contributor's total contributions.

Special Rules

☐ For an organization described in section 501(c)(3) filing Form 990 or 990-EZ that met the 33⅓% support test of the regulations under sections 509(a)(1) and 170(b)(1)(A)(vi), that checked Schedule A (Form 990), Part II, line 13, 16a, or 16b, and that received from any one contributor, during the year, total contributions of the greater of (**1**) $5,000; or (**2**) 2% of the amount on (i) Form 990, Part VIII, line 1h; or (ii) Form 990-EZ, line 1. Complete Parts I and II.

☐ For an organization described in section 501(c)(7), (8), or (10) filing Form 990 or 990-EZ that received from any one contributor, during the year, total contributions of more than $1,000 *exclusively* for religious, charitable, scientific, literary, or educational purposes, or for the prevention of cruelty to children or animals. Complete Parts I (entering "N/A" in column (b) instead of the contributor name and address), II, and III.

☐ For an organization described in section 501(c)(7), (8), or (10) filing Form 990 or 990-EZ that received from any one contributor, during the year, contributions *exclusively* for religious, charitable, etc., purposes, but no such contributions totaled more than $1,000. If this box is checked, enter here the total contributions that were received during the year for an *exclusively* religious, charitable, etc., purpose. Don't complete any of the parts unless the **General Rule** applies to this organization because it received *nonexclusively* religious, charitable, etc., contributions totaling $5,000 or more during the year . . . . . $ _____

Caution: An organization that isn't covered by the General Rule and/or the Special Rules doesn't file Schedule B (Form 990), but it **must** answer "No" on Part IV, line 2, of its Form 990; or check the box on line H of its Form 990-EZ or on its Form 990-PF, Part I, line 2, to certify that it doesn't meet the filing requirements of Schedule B (Form 990).

Taxpayer Copy

Name of organization	Employer identification number
EDINBURG ART FOUNDATION	46-1557426

Part I **Contributors** (see instructions). Use duplicate copies of Part I if additional space is needed.

(a) No.	(b) Name, address, and ZIP + 4	(c) Total contributions	(d) Type of contribution
1	Fund raising events 415 W University Dr Edinburg TX 78539	$ 65,537.	Person ☒ Payroll ☐ Noncash ☐ (Complete Part II for noncash contributions.)
		$	Person ☐ Payroll ☐ Noncash ☐ (Complete Part II for noncash contributions.)
		$	Person ☐ Payroll ☐ Noncash ☐ (Complete Part II for noncash contributions.)
		$	Person ☐ Payroll ☐ Noncash ☐ (Complete Part II for noncash contributions.)
		$	Person ☐ Payroll ☐ Noncash ☐ (Complete Part II for noncash contributions.)
		$	Person ☐ Payroll ☐ Noncash ☐ (Complete Part II for noncash contributions.)

Taxpayer Copy

SCHEDULE O (Form 990)

(Rev. December 2024)

Department of the Treasury
Internal Revenue Service

Supplemental Information to Form 990 or 990-EZ

Complete to provide information for responses to specific questions on Form 990 or 990-EZ or to provide any additional information.

Attach to Form 990 or Form 990-EZ.

Go to *www.irs.gov/Form990* for instructions and the latest information.

OMB No. 1545-0047

Open to Public Inspection

Name of the organization	Employer identification number
EDINBURG ART FOUNDATION	46-1557426

Pt IV: Board members do not receive compensation, all particpation is voluntary.
Other: Schedule B, Page 2, No 1. The City of Edinburg provide work space to the volunteers as well as a meeting place for monthly meeting at no cost (in-kind).
Pt I, Line 10:
Description: Contribution
Class of activity: sponsorship
Grantee's name: City of Edinburg
Grantee's address: 415 W University Dr Edinburg
Grantee's relationship: sponsor
Amount given: $34,240
Pt I, Line 16:
Description: EVENT EXPENSE $40,150
Description: DUES & SUBSCRIPTIONS $2,202
Description: FRANCHISE TAX EXPENSE $50
Description: SCHOLORSHIP $1,750
Description: OFFICE SUPPLIES $595
Description: rounding adjustment 0

Taxpayer Copy

Form **8879-TE**

Department of the Treasury
Internal Revenue Service

IRS E-file Signature Authorization for a Tax Exempt Entity

For calendar year 2024, or fiscal year beginning _____, 2024, and ending _____, 20_____

Do not send to the IRS. Keep for your records.
Go to *www.irs.gov/Form8879TE* for the latest information.

OMB No. 1545-0047

2024

Name of filer	EIN or SSN
EDINBURG ART FOUNDATION	46-1557426

Name and title of officer or person subject to tax

Pedro Perez, President

Part I Type of Return and Return Information

Check the box for the return for which you are using this Form 8879-TE and enter the applicable amount, if any, from the return. Form 8038-CP and Form 5330 filers may enter dollars and cents. For all other forms, enter whole dollars only. If you check the box on line **1a**, **2a**, **3a**, **4a**, **5a**, **6a**, **7a**, **8a**, **9a**, or **10a** below, and the amount on that line for the return being filed with this form was blank, then leave line **1b**, **2b**, **3b**, **4b**, **5b**, **6b**, **7b**, **8b**, **9b**, or **10b**, whichever is applicable, blank (do not enter -0-). But, if you entered -0- on the return, then enter -0- on the applicable line below. **Do not** complete more than one line in Part I.

1a	**Form 990** check here . . . ☐	b	**Total revenue**, if any (Form 990, Part VIII, column (A), line 12) . .	1b	
2a	**Form 990-EZ** check here . . ☒	b	**Total revenue**, if any (Form 990-EZ, line 9)	2b	72,842.
3a	**Form 1120-POL** check here . . ☐	b	**Total tax** (Form 1120-POL, line 22)	3b	
4a	**Form 990-PF** check here . . ☐	b	**Tax based on investment income** (Form 990-PF, Part V, line 5) . .	4b	
5a	**Form 8868** check here . . . ☐	b	**Balance due** (Form 8868, line 3c)	5b	
6a	**Form 990-T** check here . . ☐	b	**Total tax** (Form 990-T, Part III, line 4)	6b	
7a	**Form 4720** check here . . . ☐	b	**Total tax** (Form 4720, Part III, line 1)	7b	
8a	**Form 5227** check here . . . ☐	b	**FMV of assets at end of tax year** (Form 5227, Item D) . . .	8b	
9a	**Form 5330** check here . . . ☐	b	**Tax due** (Form 5330, Part II, line 19)	9b	
10a	**Form 8038-CP** check here . . ☐	b	**Amount of credit payment requested** (Form 8038-CP, Part III, line 22)	10b	

Part II Declaration and Signature Authorization of Officer or Person Subject to Tax

Under penalties of perjury, I declare that ☒ I am an officer of the above entity or ☐ I am a person subject to tax with respect to (name of entity) _____, (EIN) _____ and that I have examined a copy of the 2024 electronic return and accompanying schedules and statements, and, to the best of my knowledge and belief, they are true, correct, and complete. I further declare that the amount in Part I above is the amount shown on the copy of the electronic return. I consent to allow my intermediate service provider, transmitter, or electronic return originator (ERO) to send the return to the IRS and to receive from the IRS (**a**) an acknowledgement of receipt or reason for rejection of the transmission, (**b**) the reason for any delay in processing the return or refund, and (**c**) the date of any refund. If applicable, I authorize the U.S. Treasury and its designated Financial Agent to initiate an electronic funds withdrawal (direct debit) entry to the financial institution account indicated in the tax preparation software for payment of the federal taxes owed on this return, and the financial institution to debit the entry to this account. To revoke a payment, I must contact the U.S. Treasury Financial Agent at 1-888-353-4537 no later than 2 business days prior to the payment (settlement) date. I also authorize the financial institutions involved in the processing of the electronic payment of taxes to receive confidential information necessary to answer inquiries and resolve issues related to the payment. I have selected a personal identification number (PIN) as my signature for the electronic return and, if applicable, the consent to electronic funds withdrawal.

PIN: check one box only

☐ I authorize _____ to enter my PIN ☐☐☐☐☐ as my signature
ERO firm name **Enter five numbers, but do not enter all zeros**

on the tax year 2024 electronically filed return. If I have indicated within this return that a copy of the return is being filed with a state agency(ies) regulating charities as part of the IRS Fed/State program, I also authorize the aforementioned ERO to enter my PIN on the return's disclosure consent screen.

☒ As an officer or person subject to tax with respect to the entity, I will enter my PIN as my signature on the tax year 2024 electronically filed return. If I have indicated within this return that a copy of the return is being filed with a state agency(ies) regulating charities as part of the IRS Fed/State program, I will enter my PIN on the return's disclosure consent screen.

Signature of officer or person subject to tax _____ Date 05/09/2025

Part III Certification and Authentication

ERO's EFIN/PIN. Enter your six-digit electronic filing identification number (EFIN) followed by your five-digit self-selected PIN.

7	0	0	9	2	6	0	3	3	7	4

Do not enter all zeros

I certify that the above numeric entry is my PIN, which is my signature on the 2024 electronically filed return indicated above. I confirm that I am submitting this return in accordance with the requirements of **Pub. 4163**, Modernized e-File (MeF) Information for Authorized IRS e-file Providers for Business Returns.

ERO's signature _____ Date _____

ERO Must Retain This Form — See Instructions
Do Not Submit This Form to the IRS Unless Requested To Do So

Copy

Form 990-EZ
Part I, Line 10

Grants And Similar Amounts Paid

2024

Name as Shown on Return	Employer Identification No.
EDINBURG ART FOUNDATION	46-1557426

Purpose of Payment
Contribution

Class of Activity	Grantee's Name and Address	Grantee's Relationship	Amount Given
sponsorship	Business . . . [X] Person . . . . . [ ] City of Edinburg 415 W University Dr Edinburg	sponsor	34,240.

If property other than cash was given, the following additional information needs to be provided:
Description of Property .
Date of Gift. . . . . .

Book Value	How Book Value Determined
FMV	How FMV Determined

Totals to Form 990-EZ, Part I, line 10 . . . . . 34,240.

Form 990-EZ
Part I, Line 20

Other Changes in Net Assets or Fund Balances Statement

Description	Amount

Totals to Form 990-EZ, Part I, line 20 . . . . . .

Retention Copy

990-EZ, 990, 990-T and 990-PF Information Worksheet 2024

Part I – Identifying Information

Employer Identification Number . 46-1557426

Name . . . . . EDINBURG ART FOUNDATION

Doing Business As . . . . . .

Address . . . . . 1906 S. CLOSNER BLVD Room/Suite .

City. . . . . EDINBURG State . . . TX ZIP Code. . . 78539

Province/State . . . . . Foreign Postal Code. .

Foreign Code . . . . . Foreign Country

Telephone Number (956)330-1458 Extension. Foreign Phone No.

Fax. . . . . E-Mail Address

☐ **Eligible for hurricane tax relief legislation benefits, check here**
☐ **File a second return for the same filing year**

Part II – Type of Return

IMPORTANT

For tax years beginning on or after July 2, 2019, section 3101 of P.L. 116-25 requires that returns by exempt organizations be filed electronically. The appropriate electronic filing box(es) must be checked in Part VII - Electronic Filing Information.

☒	Form 990-EZ **only**	☐	Form 990-EZ **and** Form 990-T
☐	Form 990 **only**	☐	Form 990 **and** Form 990-T
☐	Form 990-PF **only**	☐	Form 990-PF **and** Form 990-T
☐	Form 990-T **only**	☐	Form 990-N (gross receipts $50,000 or less)

☐ **QuickBooks Import Users & 990 to 990-EZ Data Transfer Option:** Check if you're filing the EZ & want 990 imported data copied to the EZ **OR** for those not importing from QuickBooks who transferred from prior year 990 and now qualify to file the EZ this year, check this box to transfer 990 data to the EZ.

IMPORTANT

Before transferring data from Form 990 to Form 990-EZ, refer to "How to transfer data from filing Form 990 to 990-EZ" listed above in the Most Common Support Questions or Tax Help for this line.

Part III – Type of Organization

☒	501(c) Corporation/Association	3	(subsection number)	☐	220(e) Trust
☐	501(c) Trust		(subsection number)	☐	408A Trust
☐	4947(a)(1) Trust			☐	529(a) Corporation
☐	408(e) Trust			☐	529(a) Trust
☐	401(a) Trust			☐	530(a) Trust
☐	Public College or University	Corporation/Association	☐	☐	527 Organization
☐	Other _____ (describe)	Or Trust	☐	☐	501(c) Association
☐	6417(d)(1)(A) Applicable Entity				

Part IV – Tax Year and Filing Information

☒ Calendar year
☐ Fiscal year – Ending month . . .
☐ Short year – Beginning date . . Ending date . . .

☐ Change of Accounting Period

Preparer Copy

Part V – 2024 Estimated Taxes Paid

[ ] Check this box if the organization is a private foundation

	Form 990-T	Form 990-PF
Amount of 2023 overpayment credited to 2024 estimated tax		

		Form 990-T		Form 990-PF	
Payment Quarters	Due Date	Date Paid	Amount Paid	Date Paid	Amount Paid
1st Quarter Payment	04/15/24				
2nd Quarter Payment	06/17/24				
3rd Quarter Payment	09/16/24				
4th Quarter Payment	12/16/24				
Additional Payment 1					
Additional Payment 2					
Additional Payment 3					
Additional Payment 4					

Part VI - Taxpayer Signature Information

Officer's Name . . . . . Pedro Perez
Officer's SSN . . . . . 456-95-0681 Officer's Title . . . . President
Officer's Phone number . . . . . .

Part VII – Electronic Filing Information

IMPORTANT: Do **not** use the Miscellaneous Statement **or** Additional Information if filing Form 990 or Form 990-EZ. These statements will **not** be transmitted with the return. Use Schedule O or the applicable Supplemental Information for the appropriate Schedule.

Choose Returns to be Filed Electronically:

Note: Returns represented by gray bars are not supported by ProSeries or Taxing Agency.

Filings To	Original Return	Extension	Amended Return	Estimated Payments 1	2	3	4
Federal Filings							
990, 990-EZ, 990-PF, or 990-N ▶	X						
990-T ▶							
Form 114 (FBAR) ▶							
State Filings							
Information Only: Selection of state/city return(s) was made ▶							
California Form 199 ▶							
California Form 109 ▶							

QuickZoom to the Electronic Filing Information Worksheet ▶
QuickZoom to the Form 8868 Electronic Filing Information Worksheet ▶

Practitioner PIN program:

[X] Sign this return electronically using the Practitioner PIN
[ ] ERO entered PIN

Officer's PIN (enter any 5 numbers) . . 57426
Date PIN entered 05/06/2025

Responsible Party Information:

Yes No
[ ] [ ] Is Form 8822-B required to report a change of responsible party?

Copy

IRS *e-file* Authentication Statement 2024

► Keep for your records

Name(s) Shown on Return	Employer ID No.
EDINBURG ART FOUNDATION	46-1557426

A – Practitioner PIN Authorization

QuickZoom to the Federal Information Worksheet to enter PIN information . . . . . ►

Please indicate how the taxpayer(s) PIN(s) are entered into the program.

Officer entered PIN . . . . . ► X

ERO entered Officer's PIN . . . . . ►

B – Signature of Electronic Return Originator

ERO Declaration:

I declare that the information contained in this electronic tax return is the information furnished to me by the Corporation. If the Exempt Organization furnished me a completed tax return, I declare that the information contained in this electronic tax return is identical to that contained in the return provided by the Exempt Organization. If the furnished return was signed by a paid preparer, I declare I have entered the paid preparer's identifying information in the appropriate portion of this electronic return. If I am the paid preparer, under the penalties of perjury, I declare that I have examined this electronic return, and to the best of my knowledge and belief, it is true, correct, and complete. This declaration is based on all information of which I have any knowledge.

I am signing this Tax Return by entering my PIN below.

ERO's PIN (EFIN followed by any 5 numbers) . . . . . EFIN700926 Self-Select PIN 03374

C – Signature of Officer

Perjury Statement:

Under penalties of perjury, I declare that I am an officer of the above Exempt Organization and that I have examined a copy of the Exempt Organization's 2024 electronic income tax return and accompanying schedules and statements and to the best of my knowledge and belief, it is true, correct, and complete.

Consent to Disclosure:

I consent to allow my electronic return originator (ERO), transmitter, or intermediate service provider to send the Exempt Organization's return to the IRS and to receive from the IRS (a) an acknowledgment of receipt or reason for rejection of the transmission, (b) an indication of any refund offset, (c) the reason for any delay in processing the return or refund, and (d) the date of any refund.

Electronic Funds Withdrawal Consent (if applicable):

I authorize the U.S. Treasury and its designated Financial Agent to initiate an electronic funds withdrawal (direct debit) entry to the financial institution account indicated in the tax preparation software for payment of the Exempt Organization's federal taxes owed on this return, and the financial institution to debit the entry to this account. To revoke a payment, I must contact the U.S. Treasury Financial Agent at 1-888-353-4537 no later than 2 business days prior to the payment (settlement) date. I also authorize the financial institution involved in the processing of the electronic payment of taxes to receive confidential information necessary to answer inquiries and resolve issues related to the payment.

I am signing this Tax Return and Electronic Funds Withdrawal Consent, if applicable, by entering my self-selected PIN below.

Officer's PIN 57426

Date 05/06/2025

Preparer Copy

Electronic Filing Information Worksheet

► Keep for your records

2024

Name(s) shown on return: EDINBURG ART FOUNDATION

Identifying number: 46-1557426

Part I – State Electronic Filing:

Check this box to force state only filing for all states selected to be filed electronically ☐

Part II – Electronic Return Originator Information

The ERO Information below will automatically calculate based on the preparer code entered on the return.

For returns that are prepared as a "Non-Paid Preparer" (XNP) or "Self-Prepared" (XSP) enter the EFIN for the ERO that is responsible for this return . . . . . ► 700926

For returns that are marked as a "Non-Paid Preparer" (XNP) or "Self-Prepared" (XSP) enter a PIN for the ERO that is responsible for filing return . . . . . ►

ERO Name: Specialty + Business Services, Co

ERO Electronic Filers Identification Number (EFIN): 700926

ERO Address: P O Box 2844

ERO Employer Identification Number: 27-0608699

City: McAllen | State: TX | ZIP Code: 78502

ERO Social Security Number or PTIN:

Country:

Part III – Paid Preparer Information

Firm Name: Specialty + Business Services, Co

Preparer Social Security Number or PTIN: P00974416

Preparer Name: Emilio Zarate

Employer Identification Number:

Address: P O Box 2844

Phone Number:

Fax Number:

City: McAllen | State: TX | ZIP Code: 78502

Country:

Preparer E-mail Address:

Part IV – Selection of Additional Amended Returns

Enter the payment date to withdraw tax payment . . . . . ►

Amount you are paying with the amended return . . . . . ►

☐ Check this box to file another **federal** amended return electronically

☐ Check this box to file another **990-T** amended return electronically

☐ File another Amended Form 114 Report of Foreign Bank and Financial Accounts (FBAR) electronically

☐ Check this box to file another **state and/or city** amended return electronically

* Select the state and/or city amended return(s) to file electronically.

	State/City *
☐	California State Exempt

Part V – Name Control

Name Control, enter here to override default . . . . . EDIN

Retention Copy

Smart Worksheets From 2024 Federal Exempt Tax Return

Schedule B: Contributors (Copy 1) -- Smart Worksheet

General Information Smart Worksheet

A Description for this copy of Schedule B, Part I . . . . . Copy 1

Taxpayer Copy

Additional Information From 2024 Federal Exempt Tax Return

Form 990-EZ: Short Form Return of Organization Exempt from Income Tax
Line 16: Other Expenses (5)
Line 16, Amount **Itemization Statement**

Description	Amount
Office Expense	177.
Office Supplies	418.
Total	**595.**

Form 990-EZ: Short Form Return of Organization Exempt from Income Tax
Line 2 **Itemization Statement**

Description	Amount
EVENT INCOME	65,537.
BOOTH RENTAL	4,455.
EVENT REGISTRATION FEES	2,400.
Total	**72,392.**

Form 990-EZ: Short Form Return of Organization Exempt from Income Tax
Line 3 **Itemization Statement**

Description	Amount
DONATIONS	450.
Total	**450.**

Form 990-EZ: Short Form Return of Organization Exempt from Income Tax
Line 13 **Itemization Statement**

Description	Amount
Bookkeeping service	3,000.
Total	**3,000.**

Form 990-EZ: Short Form Return of Organization Exempt from Income Tax
Line 15 **Itemization Statement**

Description	Amount
Postage and Delivery	12.
Total	**12.**

Form 990-EZ: Short Form Return of Organization Exempt from Income Tax
Line 22, Column (A) **Itemization Statement**

Description	Amount
EAF Cultural Arts	14,792.
Plains Capital	13,211.
Building Fund	13,671.
rounding adjustment	1.
Total	**41,675.**

Taxpayer Copy

Form 990-EZ: Short Form Return of Organization Exempt from Income Tax
Line 22, Column (B) **Itemization Statement**

Description	Amount
EAF Cultural Arts	15,482.
Plains Capital	16,453.
Building Fund	418.
PRIOR YEAR ADJUSTMENT	165.
Total	**32,518.**

Form 990-EZ: Short Form Return of Organization Exempt from Income Tax
ProgramSrvcAccomplishmentGrp (1)
Line 28, Grants & Alloc **Itemization Statement**

Description	Amount
Booth Rentals	4,455.
Donations	15,360.
Events	65,537.
Registration Fees	2,400.
Total	**87,752.**

Form 990-EZ: Short Form Return of Organization Exempt from Income Tax
ProgramSrvcAccomplishmentGrp (1)
Line 28, Expenses **Itemization Statement**

Description	Amount
Donations	34,240.
Events	40,149.
Scholorships	1,750.
Total	**76,139.**

Taxpayer Copy

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: September 2, 2025
CONSENT AGENDA
Agenda Item No: 12.A.
2024-2025 Budget Transfers for the General Fund and Solid Waste Management Fund

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

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

Police

1. General Fund: FROM Other Materials-Supplies; and Communications Service Agreements TO Food; Printing; and Machines & Equipment, in the Amount of $4,000. [Jaime Ayala, Chief of Police]
2. General Fund: FROM Wearing Apparel TO Motor Vehicles-Supplies; and Rental & Contractual, in the Amount of $83,000. [Jaime Ayala, Chief of Police]

Fire

1. General Fund: FROM Workers Compensation Insurance; and Professional Services TO Assignment Pay; Communications Service Agreements; Rents & Contractuals; Travel, Training, Meetings; Motor Vehicles-Maintenance; Buildings & Structures; Breathing Air System Maintenance; Office Supplies; Wearing Apparel; Recreation & Education; Food; Janitorial; Motor Vehicles-Supplies; and Machines & Equipment, in the Amount of $272,500. [Omar Garza, Fire Chief]

Solid Waste Management

1. Solid Waste Management Fund: FROM Professional Services; Printing; Streets & Alleys; and Chemicals-Medical & Lab TO Machines & Equipment, in the Amount of $110,000. [Ramiro Gomez, Director of Solid Waste Management]
2. Solid Waste Management Fund: FROM Other; and Motor Vehicle Fuel TO Motor Vehicles-Maintenance, in the Amount of $460,000. [Ramiro Gomez, Director of Solid Waste Management]
3. Solid Waste Management Fund: FROM Other TO Motor Vehicles-Supplies, in the Amount of $90,000. [Ramiro Gomez, Director of Solid Waste Management]
4. Solid Waste Management Fund: FROM Office Supplies-IT; Marketing & Advertising; Wearing Apparel; Botanical & Agricultural; Office Hardware; Communications Supplies; and Streets & Alleys TO Machines & Equipment, in the Amount of $41,000. [Ramiro

Gomez, Director of Solid Waste Management]

3. Staff's Recommendation:

Approve the Budget Transfers for the Fiscal Year 2024-2025 Budget, as requested by the departments.

Reviewed by:
Nelda Ramirez, Assistant City Manager

Prepared by:
Ascencion Alonzo, Director of Finance

Attachments:

A. Budget Transfer Request Forms

CITY OF EDINBURG
BUDGET TRANSFER REQUEST FORM

FUND NAME General Fund

DEPARTMENT Police Department

TRANSFER FROM:

	ACCOUNT NAME	ACCOUNT NUMBER															AMOUNT
		Fund			-	Dept				-	*Category						
1	Wear & Apparel	1	0	0	-	2	0	0	0	-	5	2	2	3	0	0	$ 65,000.00
2	Wear & Apparel	1	0	0	-	2	0	0	0	-	5	2	2	3	0	0	$ 18,000.00
3																	
4																	
5																	
6																	
7																	
									Total								$ 83,000.00

TRANSFER TO:

	ACCOUNT NAME	ACCOUNT NUMBER															AMOUNT
		Fund			-	Dept				-	*Category						
1	Motor Vehicle Supplies	1	0	0	-	2	0	0	0	-	5	2	2	3	1	6	$ 65,000.00
2	Rental & Contractual	1	0	0	-	2	0	0	0	-	5	1	2	2	4	0	$ 18,000.00
3																	
4																	
5																	
6																	
7																	
									Total								$ 83,000.00

Notes: Transfer is needed to keep account from going over budget for the rest of the fiscal year.

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

ALL BUDGET TRANSFERS WILL REQUIRE CITY COUNCIL APPROVAL.

ROUTE AS NUMBERED

REQUESTED BY: DATE:

1. [signature] 8-22-2025
2. [signature] 8/22/25

Department Head & Assistant City Manager

ROUTE TO FINANCE DEPARTMENT

APPROVED BY: DATE:

4. [signature] 8/22/25

City Manager

ROUTE BACK TO FINANCE DEPARTMENT

ATTENTION: SANDRA DEE AGUIRRE

REVIEWED BY: DATE:

3. [signature] 8/22/2025

Director of Finance

ROUTE TO CITY MANAGER'S OFFICE

For Finance Dept Use Only

CITY COUNCIL DATE TO PRESENT: ___/___/___ _____ *Initials*

DATE ENTERED TO INCODE: ___/___/___ _____ *Initials*

Form Updated 4/19/2023

CITY OF EDINBURG
BUDGET TRANSFER REQUEST FORM

FUND NAME General Fund

DEPARTMENT Police Department

TRANSFER FROM:

	ACCOUNT NAME	ACCOUNT NUMBER																AMOUNT
		Fund			-	Dept				-	*Category							
1	Other Material Supplies	1	0	0	-	2	0	0	0	-	5	2	3	3	9	0		$ 2,500.00
2	Communications Svc Agreements	1	0	0	-	2	0	0	0	-	5	1	2	2	1	0		$ 500.00
3	Communications Svc Agreements	1	0	0	-	2	0	0	0	-	5	1	2	2	1	0		$ 1,000.00
4																		
5																		
6																		
7																		
									Total									$ 4,000.00

TRANSFER TO:

	ACCOUNT NAME	ACCOUNT NUMBER																AMOUNT
		Fund			-	Dept				-	*Category							
1	Food	1	0	0	-	2	0	0	0	-	5	2	2	3	0	4		$ 2,500.00
2	Printing	1	0	0	-	2	0	0	0	-	5	1	2	2	3	0		$ 500.00
3	Machines & Equipment	1	0	0	-	2	0	0	0	-	5	1	3	3	0	2		$ 1,000.00
4																		
5																		
6																		
7																		
									Total									$ 4,000.00

Notes: Transfer is needed to keep account from going over budget for the rest of the fiscal year.

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

ALL BUDGET TRANSFERS WILL REQUIRE CITY COUNCIL APPROVAL.

ROUTE AS NUMBERED

REQUESTED BY: **DATE:**

1. Jaime Ayala 8-22-2025
2. 8/22/25

Department Head & Assistant City Manager
ROUTE TO FINANCE DEPARTMENT

REVIEWED BY: **DATE:**

3. 08/22/2025

Director of Finance
ROUTE TO CITY MANAGER'S OFFICE

APPROVED BY: **DATE:**

4. 8/22/25

City Manager
ROUTE BACK TO FINANCE DEPARTMENT
ATTENTION: SANDRA DEE AGUIRRE

For Finance Dept Use Only

CITY COUNCIL DATE TO PRESENT: ___/___/___ _____ *Initials*

DATE ENTERED TO INCODE: ___/___/___ _____ *Initials*

Form Updated 4/19/2023

CITY OF EDINBURG
BUDGET TRANSFER REQUEST FORM

FUND NAME: GENERAL

DEPARTMENT: FIRE

TRANSFER FROM:

	ACCOUNT NAME	ACCOUNT NUMBER														AMOUNT
		Fund			-	Dept			-	*Category						
1	WORKERS COMPENSATION INS	1	0	0	-	2	5	0	0	-	5	0	2	1	0	4	$ 272,000
2	PROFESSIONAL SERVICES	1	0	0	-	2	5	0	0	-	5	1	1	2	0	0	500
															Total		$ 272,500

TRANSFER TO:

	ACCOUNT NAME	ACCOUNT NUMBER														AMOUNT
		Fund			-	Dept			-	*Category						
1	ASSIGNMENT PAY	1	0	0	-	2	5	0	0	-	5	0	1	1	0	5	$ 10,350
2	COMMUNICATIONS SRV AGRMENTS	1	0	0	-	2	5	0	0	-	5	1	2	2	1	0	35,460
3	RENTS & CONTRACTUALS	1	0	0	-	2	5	0	0	-	5	1	2	2	4	0	8,471
4	TRAVEL,TRAINING,MEETINGS	1	0	0	-	2	5	0	0	-	5	1	3	2	0	0	10,821
5	MOTOR VEHICLES - MAINTENANCE	1	0	0	-	2	5	0	0	-	5	1	3	3	0	0	136,970
6	BUILDINGS & STRUCTURES	1	0	0	-	2	5	0	0	-	5	1	3	3	0	6	16,385
7	BREATHING AIR SYSTEM MAINT	1	0	0	-	2	5	0	0	-	5	1	3	3	0	9	915
8	OFFICE SUPPLIES	1	0	0	-	2	5	0	0	-	5	2	1	3	0	0	540
9	WEARING APPAREL	1	0	0	-	2	5	0	0	-	5	2	2	3	0	0	3,280
10	RECREATION & EDUCATION	1	0	0	-	2	5	0	0	-	5	2	2	3	0	3	860
11	FOOD	1	0	0	-	2	5	0	0	-	5	2	2	3	0	4	345
12	JANITORIAL	1	0	0	-	2	5	0	0	-	5	2	2	3	0	6	11,653
13	MOTOR VEHICLES - SUPPLIES	1	0	0	-	2	5	0	0	-	5	2	2	3	1	6	35,200
14	MACHINES & EQUIPMENT	1	0	0	-	2	5	0	0	-	5	2	3	3	0	2	1,250
															Total		$ 272,500

EXPLANATION: TRANSFER OF FUNDS TO COMPLETE FISCAL YEAR 2024-2025.

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

ALL BUDGET TRANSFERS WILL REQUIRE CITY COUNCIL APPROVAL.

ROUTE AS NUMBERED

REQUESTED BY: DATE:

1. [signature] 8-21-25

2. [signature] 8/22/25

Department Head & Assistant City Manager

ROUTE TO FINANCE DEPARTMENT

REVIEWED BY: DATE:

3. [signature] 08/22/2025

Director of Finance

ROUTE TO CITY MANAGER'S OFFICE

APPROVED BY: DATE:

4. [signature] 8/22/25

City Manager

ROUTE BACK TO FINANCE DEPARTMENT

ATTENTION: SANDRA DEE AGUIRRE

For Finance Dept Use Only

CITY COUNCIL DATE TO PRESENT: ___/___/___ ___

Initials

DATE ENTERED TO INCODE: ___/___/___ ___

Initials

Form Updated 4/19/2023

CITY OF EDINBURG
BUDGET TRANSFER REQUEST FORM

FUND NAME SOLID WASTE MANAGEMENT

DEPARTMENT SOLID WASTE MANAGEMENT

TRANSFER FROM:

	ACCOUNT NAME	ACCOUNT NUMBER																AMOUNT
		Fund			-	Dept				-	*Category							
1	PROFESSIONAL SERVICES	2	1	0	-	6	5	0	0	-	5	1	1	2	0	0		30,000.00
2	PRINTING	2	1	0	-	6	5	0	0	-	5	1	2	2	3	0		10,000.00
3	STREETS AND ALLEYS	2	1	0	-	6	5	0	0	-	5	2	2	3	1	5		30,000.00
4	CHEMICALS-MEDICAL & LAB	2	1	0	-	6	5	0	0	-	5	2	2	3	0	7		40,000.00
5					-					-								
6					-					-								
7					-					-								
											Total							110,000.00

TRANSFER TO:

	ACCOUNT NAME	ACCOUNT NUMBER																AMOUNT
		Fund			-	Dept				-	*Category							
1	MACHINES & EQUIPMENT	2	1	0	-	6	5	0	0	-	5	1	3	3	0	2		110,000.00
2																		
3					-					-								
4					-					-								
5					-					-								
6					-					-								
7					-					-								
											Total							110,000.00

EXPLANATION: Transfer of funds necessary to cover budget line item shortfalls and unanticipated equipment repairs. Surplus funds from account was achieved from cost savings or by reducing current program tasks and purchases that will be postponed until next fiscal year.

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

ALL BUDGET TRANSFERS WILL REQUIRE CITY COUNCIL APPROVAL.

ROUTE AS NUMBERED

REQUESTED BY: DATE:

1. Ramiro Borjo 8/13/25

2. _____ ___/___/___

Department Head & Assistant City Manager

ROUTE TO FINANCE DEPARTMENT

REVIEWED BY: DATE:

3. Asencion Alaniz 08/21/2025

Director of Finance

ROUTE TO CITY MANAGER'S OFFICE

APPROVED BY: DATE:

4. [signature] 8/21/25

City Manager

ROUTE BACK TO FINANCE DEPARTMENT

ATTENTION: GABRIEL MORENO

For Finance Dept Use Only

CITY COUNCIL DATE TO PRESENT: ___/___/___ _____ *Initials*

DATE ENTERED TO INCODE: ___/___/___ _____ *Initials*

Form Updated 05/27/25

CITY OF EDINBURG
BUDGET TRANSFER REQUEST FORM

FUND NAME SOLID WASTE MANAGEMENT

DEPARTMENT SOLID WASTE MANAGEMENT

TRANSFER FROM:

	ACCOUNT NAME	ACCOUNT NUMBER																AMOUNT
		Fund			-	Dept				-	*Category							
1	OTHER	2	1	0	-	6	5	0	0	-	5	1	3	2	9	0		60,000.00
2	MOTOR VEHICLE FUEL	2	1	0	-	6	5	0	0	-	5	2	2	3	0	5		400,000.00
3					-					-								
4					-					-								
5					-					-								
6					-					-								
7					-					-								
																	Total	460,000.00

TRANSFER TO:

	ACCOUNT NAME	ACCOUNT NUMBER																AMOUNT
		Fund			-	Dept				-	*Category							
1	MOTOR VEHICLES-MAINTENANCE	2	1	0	-	6	5	0	0	-	5	1	3	3	0	0		460,000.00
2																		
3					-					-								
4					-					-								
5					-					-								
6					-					-								
7					-					-								
																	Total	460,000.00

EXPLANATION: Transfer of funds necessary to cover budget line item shortfalls and unanticipated motor vehicle repairs. Surplus funds from account was achieved from cost savings or by reducing current program tasks and purchases that will be postponed until next fiscal year.

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

ALL BUDGET TRANSFERS WILL REQUIRE CITY COUNCIL APPROVAL.

ROUTE AS NUMBERED

REQUESTED BY: DATE:

1. Ramiro Borrego 8/13/25

2. _____ ___/___/___

Department Head & Assistant City Manager

ROUTE TO FINANCE DEPARTMENT

REVIEWED BY: DATE:

3. Veronica Vela 08/21/2025

Director of Finance

ROUTE TO CITY MANAGER'S OFFICE

APPROVED BY: DATE:

4. _____ 8/21/25

City Manager

ROUTE BACK TO FINANCE DEPARTMENT

ATTENTION: GABRIEL MORENO

For Finance Dept Use Only

CITY COUNCIL DATE TO PRESENT: ___/___/___ _____ *Initials*

DATE ENTERED TO INCODE: ___/___/___ _____ *Initials*

Form Updated 05/27/25

CITY OF EDINBURG
BUDGET TRANSFER REQUEST FORM

FUND NAME SOLID WASTE MANAGEMENT

DEPARTMENT SOLID WASTE MANAGEMENT

TRANSFER FROM:

	ACCOUNT NAME	ACCOUNT NUMBER																AMOUNT
		Fund			-	Dept				-	*Category							
1	OTHER	2	1	0	-	6	5	0	0	-	5	2	3	3	9	0		90,000.00
2					-					-								
3					-					-								
4					-					-								
5					-					-								
6					-					-								
7					-					-								
									Total									90,000.00

TRANSFER TO:

	ACCOUNT NAME	ACCOUNT NUMBER																AMOUNT
		Fund			-	Dept				-	*Category							
1	MOTOR VEHICLES-SUPPLIES	2	1	0	-	6	5	0	0	-	5	2	2	3	1	6		90,000.00
2																		
3					-					-								
4					-					-								
5					-					-								
6					-					-								
7					-					-								
									Total									90,000.00

EXPLANATION: Transfer of funds necessary to cover budget line item shortfalls due to the need for additional parts and unanticipated minor repairs on motor vehicles. Surplus funds from account was achieved from cost savings or by reducing current program tasks and purchases that will be postponed until next fiscal year.

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

ALL BUDGET TRANSFERS WILL REQUIRE CITY COUNCIL APPROVAL.

ROUTE AS NUMBERED

REQUESTED BY: DATE:

1. [signature] 8/13/25

2. _____ ___/___/___

Department Head & Assistant City Manager

ROUTE TO FINANCE DEPARTMENT

REVIEWED BY: DATE:

3. [signature] 08/21/2025

Director of Finance

ROUTE TO CITY MANAGER'S OFFICE

APPROVED BY: DATE:

4. [signature] 8/21/25

City Manager

ROUTE BACK TO FINANCE DEPARTMENT

ATTENTION: GABRIEL MORENO

For Finance Dept Use Only

CITY COUNCIL DATE TO PRESENT: ___/___/___ _____ *Initials*

DATE ENTERED TO INCODE: ___/___/___ _____ *Initials*

Form Updated 05/27/25

CITY OF EDINBURG
BUDGET TRANSFER REQUEST FORM

FUND NAME SOLID WASTE MANAGEMENT

DEPARTMENT SOLID WASTE MANAGEMENT

TRANSFER FROM:

	ACCOUNT NAME	ACCOUNT NUMBER																AMOUNT
		Fund			-	Dept				-	*Category							
1	OFFICE SUPPLIES- IT	2	1	0	-	6	5	0	0	-	5	2	1	3	0	1		1,000.00
2	MARKETING & ADVERTISING	2	1	0	-	6	5	0	0	-	5	2	2	2	0	5		2,000.00
3	WEARING APPAREL	2	1	0	-	6	5	0	0	-	5	2	2	3	0	0		5,000.00
4	BOTANICAL & AGRICULTURAL	2	1	0	-	6	5	0	0	-	5	2	2	3	0	2		5,000.00
5	OFFICE HARDWARE	2	1	0	-	6	5	0	0	-	5	2	2	3	0	8		5,000.00
6	COMMUNICATIONS SUPPLIES	2	1	0	-	6	5	0	0	-	5	2	2	3	1	1		1,000.00
7	STREETS & ALLEYS	2	1	0	-	6	5	0	0	-	5	2	2	3	1	5		22,000.00
																	Total	41,000.00

TRANSFER TO:

	ACCOUNT NAME	ACCOUNT NUMBER																AMOUNT
		Fund			-	Dept				-	*Category							
1	MACHINES & EQUIPMENT	2	1	0	-	6	5	0	0	-	5	1	3	3	0	2		41,000.00
2																		
3					-					-								
4					-					-								
5					-					-								
6					-					-								
7					-					-								
																	Total	41,000.00

EXPLANATION: Transfer of funds necessary to cover budget line item shortfalls and unanticipated equipment repairs. Surplus funds from account was achieved from cost savings or by reducing current program tasks and purchases that will be postponed until next fiscal year.

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

ALL BUDGET TRANSFERS WILL REQUIRE CITY COUNCIL APPROVAL.

ROUTE AS NUMBERED

REQUESTED BY: **DATE:**

1. _____ 8/13/25

2. _____ ___/___/___

Department Head & Assistant City Manager
****ROUTE TO FINANCE DEPARTMENT****

REVIEWED BY: **DATE:**

3. _____ 08/21/2025

Director of Finance
****ROUTE TO CITY MANAGER'S OFFICE****

APPROVED BY: **DATE:**

4. _____ 8/21/25

City Manager
****ROUTE BACK TO FINANCE DEPARTMENT****
****ATTENTION: GABRIEL MORENO****

For Finance Dept Use Only

CITY COUNCIL DATE TO PRESENT: ___/___/___ _____ *Initials*

DATE ENTERED TO INCODE: ___/___/___ _____ *Initials*

Form Updated 05/27/25

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: September 2, 2025
CONSENT AGENDA
Agenda Item No: 12.B.
Grant Amendment - Chapin Pumps Rehabilitation Drainage Improvements Project

1. **Agenda Item:**
Consider Resolution Authorizing the City Manager to Amend the Existing Grant Agreement Between the Texas General Land Office and the City of Edinburg for the Community Development Block Grant-Disaster Recovery (CDBG-DR) Grant No. 23-152-007-E179, 2018 Floods Chapin Pumps Rehabilitation Drainage Improvements Project, for an Amount Not to Exceed $1,450,036.17. [Mardoqueo Hinojosa, P.E., CFM, City Engineer]

2. **Description:**
The Chapin Pumps Rehabilitation Drainage Improvements Project was awarded by the Texas General Land Office through its Community Development Block Grant-Disaster Recovery (CDBG-DR) Program for the DR-4377 2018 South Texas Floods Infrastructure Competition grant. This disaster recovery funding is intended to help Texas communities recover from the 2018 South Texas Floods that occurred June 19 – July 18.

The Chapin Pond Pump Station is located at 1235 N Sugar Road. The proposed Project involves installing new pumps and rehabilitating the existing pump station and gates to mitigate flooding within the service area. The pumps will enable stormwater to be discharged into the pond, thereby maximizing storage volume and providing relief to the existing storm sewer system.

Authorization to submit this grant was approved by City Council on July 19, 2022. The grant was submitted on July 29, 2022, and was officially awarded by the Texas General Land Office on February 15, 2023, however the grant award documents were provided to the City in December 2023. A project kickoff meeting was held with the GLO staff on Jan. 11, 2024. The grant award includes $1,000,000.00 in CDBG-DR funding and a $310,000.00 local match.

On September 17, 2024, the City Council approved a professional services contract with SAMES, Inc. for an amount of $81,912.50. An amendment was executed on August 6, 2025, for additional professional services for an amount of $4,145,00, bringing the total contract amount to $86,057.50.

On June 3, 2025, the City Council awarded the construction contract to 8/A Builders, LLC for an amount of $1,360,578.67. A change order was executed in August 2025 for an amount of $3,400.00, bringing the total contract amount to $1,363,978.67.

On July 15, 2025, the City Council approved a grant amendment to cover the overage of $50,578.67 for construction costs. There are no additional grant funds available to cover the overage of $80,457.50 for professional services and construction change order. The GLO requires an increase to the City's local match to $450,036.17, for a new total budget of $1,450,036.17. The GLO requires City Council approval before issuing an amended grant agreement to be executed by the City.

Funding in the amount of $1,000,000.00 is available through the GLO CDBG-DR 18 Funds, and $450,036.17 is available through the Bond Series 2021A.

3. Staff's Recommendation:

Approve Authorizing the City Manager to Amend the Existing Grant Agreement Between the Texas General Land Office and the City of Edinburg for the Community Development Block Grant-Disaster Recovery (CDBG-DR) Grant No. 23-152-007-E179, 2018 Floods Chapin Pumps Rehabilitation Drainage Improvements Project, for an Amount Not to Exceed $1,450,036.17.

Reviewed by:
Mardoqueo Hinojosa, City Engineer
Tomas Reyna, Assistant City Manager

Prepared by:
Alicia Carmona, Engineer III

Attachments:

A. Resolution
B. GLO Contract No. 23-152-007-E179
C. Attachment A - Revised

RESOLUTION NO. ____

THE STATE OF TEXAS	**§**	**AMENDING RESOLUTION NO. 2514 TO COMMIT ADDITIONAL FUNDS FOR THE CHAPIN PUMPS REHABILITATION DRAINAGE IMPROVEMENTS PROJECT UNDER THE TEXAS GENERAL LAND OFFICE (GLO) COMMUNITY DEVELOPMENT BLOCK GRANT DISASTER RECOVERY PROGRAM THROUGH THE COMMUNITY AND REVITALIZATION DIVISION AWARDED AS CONTRACT NO. 23-152-007-E179, 2018 SOUTH TEXAS FLOODS FUNDING, AND EXECUTE GRANT DOCUMENTS RELATED THERETO.**
COUNTY OF HIDALGO	**§**	
CITY OF EDINBURG	**§**	

WHEREAS, the Texas General Land Office's Community Development and Revitalization (GLO-CDR) Program awarded grant funds to jurisdictions within the DR-4377 disaster declaration's declared counties for projects that address hazards associated with the disaster declaration, including economic revitalization through infrastructure improvements that promote long-term recovery and restoration of housing; and

WHEREAS, the City of Edinburg was awarded grant funds in the amount of $1 million for drainage improvements to the Chapin Pond Pumps; and

WHEREAS, the Edinburg City Council finds it is in the best interest of the citizens of the City of Edinburg to receive funding for the Texas General Land Office's Community Development and Revitalization Program under the 2018 South Texas Floods Infrastructure Competition for the DR-4377 declared disaster, with a local match of approximately $450,036.17, increased from the $310,000 initially committed in July 2022; and

WHEREAS, the Edinburg City Council agrees that in the event of loss or misuse of the Texas General Land Office's Community Development and Revitalization Program funds, the City of Edinburg assures that the funds will be returned to the GLO-CDR in full; and

WHEREAS, the Edinburg City Council designates the City Manager as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate 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 amending Resolution No. 2514 to commit additional funds for the Chapin Pumps Rehabilitation Drainage

Improvements Project under the Texas General Land Office (GLO) Community Development Block Grant Disaster Recovery Program through the Community Development & Revitalization Division awarded as Contract No. 23-152-007-E179, 2018 South Texas Floods funding, and execute grant documents relating thereto.

SECTION 3: That the Applicant hereby certifies that they are eligible to receive assistance under the Program, and that notice of the application has been posted according to local public hearing requirements.

SECTION 4: 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 5: 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 2nd day of September, 2025.

CITY OF EDINBURG

By: _____
Ramiro Garza Jr., Mayor

ATTEST:

By: _____
Clarice Y. Balderas, City Secretary

APPROVED AS TO FORM:

By: _____
Josephine R. Solis
City Attorney

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GLO CONTRACT NO. 23-152-007-E179
COMMUNITY DEVELOPMENT BLOCK GRANT
DISASTER RECOVERY PROGRAM INFRASTRUCTURE PROJECTS
NON-RESEARCH & DEVELOPMENT
2018 SOUTH TEXAS FLOODS FUNDING

The **GENERAL LAND OFFICE** (the "GLO"), a Texas state agency, and **CITY OF EDINBURG**, Texas Identification Number (TIN) **17460007143** ("Subrecipient"), each a "Party" and collectively the "Parties," enter into this Subrecipient agreement (the "Contract") under the U.S. Department of Housing and Urban Development's Community Development Block Grant Disaster Recovery ("CDBG-DR") program to provide financial assistance with funds appropriated under the Supplemental Appropriations for Disaster Relief Act, 2018 (Pub. L. 115-254), enacted October 5, 2018, and the Additional Supplemental Appropriations for Disaster Relief Act, 2019 (Pub. L. 116-20), enacted June 6, 2019, for necessary expenses for Activities authorized under Title I of the Housing and Community Development Act of 1974 (42 U.S.C. § 5301 et seq.) related to disaster relief, long-term recovery, restoration of infrastructure and housing, economic revitalization, mitigation, and affirmatively furthering fair housing, in accordance with Executive Order 12892, in the most impacted and distressed areas resulting from the 2018 Texas Severe Storms and Flooding (DR-4377), also referred to as the "2018 South Texas Floods," a major disaster declared in 2018 pursuant to the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. § 5121 et seq.).

Through CDBG-DR Federal Award Numbers B-19-DV-48-0001, awarded March 22, 2021, and B-19-DV-48-0002, awarded March 22, 2021, as both may be amended from time to time, the GLO administers grant funds as Community Development Block Grants (Catalog of Federal Domestic Assistance Number 14.228, "Community Development Block Grants/State's program and Non-Entitlement Grants in Hawaii"), as approved by the Texas Land Commissioner and limited to use for facilitating recovery efforts in Presidentially-declared major disaster areas.

ARTICLE I - GENERAL PROVISIONS

1.01 SCOPE OF PROJECT AND SUBAWARD

(a) **Scope of Project**

The purpose of this Contract is to set forth the terms and conditions of Subrecipient's participation in the CDBG-DR program. In strict conformance with the terms and conditions of this Contract, Subrecipient shall perform, or cause to be performed, the Infrastructure Activities defined in **Attachment A** (the "Project"). Subrecipient shall conduct the Project in strict accordance with this

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Contract, including all Contract Documents listed in **Section 1.02**, below, and any Amendments, Revisions, or Technical Guidance Letters issued by the GLO.

(b) **Subaward**

Subrecipient submitted a Grant Application under the Program. The GLO enters into this Contract based on Subrecipient's approved Grant Application.

Subject to the terms and conditions of this Contract and Subrecipient's approved Grant Application, the GLO shall issue a subaward to Subrecipient in an amount not to exceed **$1,000,000.00**, payable as reimbursement of Subrecipient's allowable expenses, to be used in strict conformance with the terms of this Contract and the Performance Statement, Budget, and Benchmarks in **Attachment A**.

The GLO is not liable to Subrecipient for any costs Subrecipient incurs before the effective date of this Contract or after the expiration or termination of this Contract. The GLO, in its sole discretion, may reimburse Subrecipient for allowable costs incurred before the effective date of this Contract, in accordance with federal law.

1.02 CONTRACT DOCUMENTS

This Contract and the following Attachments, attached hereto and incorporated herein in their entirety for all purposes, shall govern this Contract:

ATTACHMENT A: Performance Statement, Budget, and Benchmarks

ATTACHMENT B: Federal Assurances and Certifications

ATTACHMENT C: General Affirmations

ATTACHMENT D: Nonexclusive List of Applicable Laws, Rules, and Regulations

ATTACHMENT E: Special Conditions

ATTACHMENT F: Monthly Activity Status Report

ATTACHMENT G: GLO Information Security Appendix

ATTACHMENT H: Contract Reporting Template

1.03 GUIDANCE DOCUMENTS

Subrecipient is deemed to have read and understood, and shall abide by, all Guidance Documents applicable to the CDBG-DR program, including, without limitation, the following:

(a) 2 C.F.R. Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards;

(b) the relevant Federal Register publications;

(c) the Action Plan;

(d) the Method of Distribution (as applicable);

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(e) Other guidance posted at: https://recovery.texas.gov/action-plans/2018-floods/index.html; and

(f) Other guidance posted at: https://www.hudexchange.info/.

All Guidance Documents identified herein are incorporated herein in their entirety for all purposes.

1.04 DEFINITIONS

"Acquisition" means the purchase by Subrecipient of residential real property in a floodplain or Disaster Risk Reduction Area for any public purpose, as further defined in 42 U.S.C. § 5305(a)(1). Subrecipient may acquire property through the property owner's voluntary relinquishment of the property upon Subrecipient's purchase of it or through Subrecipient's eminent domain authority.

"Act" means Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. § 5301, et seq.).

"Action Plan" means the State of Texas CDBG-DR Action Plan: 2018 South Texas Foods, as may be amended, found at https://recovery.texas.gov/action-plans/2018-floods/index.html.

"Activity" means a defined class of works or services eligible to be accomplished using CDBG-DR funds. Activities are specified in Subrecipient's Performance Statement and Budget in **Attachment A**.

"Administrative and Audit Regulations" means all applicable statutes, regulations, and other laws governing administration or audit of this Contract, including Title 2, Part 200, of the Code of Federal Regulations and Chapters 321 and 2155 of the Texas Government Code.

"Advance Payment" means any payment issued by the GLO to Subrecipient before Subrecipient disburses awarded funds for Program purposes, as further defined at 2 C.F.R. § 200.1 and 2 C.F.R. § 200.305.

"Amendment" means a written agreement, signed by the Parties hereto, that documents alterations to the Contract other than those permitted by Technical Guidance Letters or Revisions, as herein defined.

"Application" or "Grant Application" means the information Subrecipient provided to the GLO that is the basis for the award of funding under this Contract.

"As-Built Plans" means the revised set of drawings submitted by a contractor upon completion of a project or a particular job that reflects all changes made in the specifications and working drawings during the construction process and show the exact dimensions, geometry, and location of all elements of the work completed under the project.

"Attachment" means documents, terms, conditions, or additional information physically added to this Contract following the execution page or included by reference.

"Audit Certification Form" means the form, as specified in the GLO Guidance Documents, that Subrecipient will complete and submit to the GLO annually, in

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accordance with **Section 4.01** of this Contract, to identify Subrecipient's fiscal year expenditures.

"AUGF" means HUD Form 7015.16, *Authority to Use Grant Funds*.

"Benchmark" means the milestones identified in **Attachment A** that define actions and Deliverables required to be completed by Subrecipient for release of funding by the GLO throughout the life of the Contract.

"Budget" means the budget for the Activities funded by the Contract, a copy of which is included in **Attachment A.**

"Buyout" means an Acquisition of real property in a floodplain or Disaster Risk Reduction Area that Subrecipient makes with the intent to reduce risk of real and personal property damage from future flooding events. Real property purchased under a local Buyout program is subject to post-acquisition land-use restrictions, which require that any structures on the property be demolished or relocated and the land be reverted to a natural floodplain, converted into a retention area, or retained as green space for recreational purposes.

"CDBG-DR" means the Community Development Block Grant Disaster Recovery Program administered by the U.S. Department of Housing and Urban Development, in cooperation with the GLO.

"Certificate of Construction Completion" or "COCC" means a document to be executed by Subrecipient, Subrecipient's construction contractor, and Subrecipient's engineer for each construction project that, when fully executed, provides final performance measures for the project and indicates acceptance of the completed project.

"C.F.R." means the United States Code of Federal Regulations, the codification of the general and permanent rules and regulations (sometimes called administrative law) published in the Federal Register by the executive departments and agencies of the federal government of the United States.

"Contract" means this entire document; any Attachments, both physical and incorporated by reference; and any Amendments, Revisions, or Technical Guidance Letters the GLO may issue, to be incorporated by reference herein for all purposes as they are issued.

"Contract Documents" means the documents listed in **Section 1.02**.

"Contract Period" means the period of time between the effective date of the Contract and its expiration or termination date.

"Deliverable" means a work product required to be submitted to the GLO as set forth in the Performance Statement and Benchmarks, which are included in **Attachment A**.

"Disaster Risk Reduction Area" means a clearly delineated area established by Subrecipient in which real property suffered damage from the 2018 South Texas Floods and in which the safety and well-being of area residents are at risk from future flooding events.

"DRGR" means the U.S. Department of Housing and Urban Development's Disaster Recovery and Grant Reporting System.

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"Environmental Review Record" or "ERR" means the cumulative documentation required for each Activity or project to certify whether or not the Activity or project was found to have significant impacts on the environment and certify that, in order to reach said conclusion, the required environmental review process was completed in accordance with HUD's environmental regulations.

"Equipment" means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost that equals or exceeds the lesser of the capitalization level established by Subrecipient for financial statement purposes or $5,000, as further defined at 2 C.F.R. § 200.313.

"Event of Default" means the occurrence of any of the events set forth in **Section 3.03**, herein.

"Federal Assurances" means Standard Form 424B (for non-construction projects) or Standard Form 424D (for construction projects), as applicable, in **Attachment B,** attached hereto and incorporated herein for all purposes.

"Federal Certifications" means the document titled "Certification Regarding Lobbying – Compliant with Appendix A to 24 C.F.R. Part 87" and Standard Form LLL, "Disclosure of Lobbying Activities," also in **Attachment B**, attached hereto and incorporated herein for all purposes.

"Federal Register" means the official journal of the federal government of the United States that contains government agency rules, proposed rules, and public notices, including U.S. Department of Housing and Urban Development's Federal Register Notice 85 Fed. Reg. 4681 (January 27, 2020) and any other publication affecting CDBG-DR allocations funding this Contract.

"Fiscal Year" means the period beginning September 1 and ending August 31 each year, which is the annual accounting period for the State of Texas.

"FWCR" means Final Wage Compliance Report, a report Subrecipient will prepare at the completion of each federally funded project to certify that all workers on the project have been paid contract-specified prevailing wages and that any restitution owed to workers has been paid.

"GAAP" means "generally accepted accounting principles."

"GASB" means accounting principles as defined by the Governmental Accounting Standards Board.

"General Affirmations" means the affirmations in **Attachment C**, which Subrecipient certifies by signing this Contract.

"GLO" means the Texas General Land Office and its officers, employees, and designees, acting in their official capacities.

"GLO Implementation Manual" means the manual created by the GLO for subrecipients of CDBG-DR grant allocations to provide guidance and training on the policies and procedures required so that subrecipients can effectively implement CDBG-DR programs and timely spend grant funds.

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"Grant Completion Report" or "GCR" means a report containing an as-built accounting of all Activities completed under the Project and all information required for final acceptance of Deliverables and Contract closeout.

"Grant Manager" means the authorized representative of the GLO responsible for the day-to-day management of the Project and the direction of staff and independent contractors in the performance of work relating thereto.

"Guidance Documents" means the documents referenced in **Section 1.03**.

"HUD" means the United States Department of Housing and Urban Development.

"Implementation Schedule" means the schedule that establishes the Project milestones Subrecipient will utilize to ensure timely expenditures and Project completion.

"Infrastructure" means a project involving the creation of, repairs to, or replacement of public-works facilities and systems, including roads, bridges, dams, water and sewer systems, railways, subways, airports, and harbors. The term "Infrastructure" may also include a Planning Study project that relates to or affects Infrastructure facilities or systems.

"Intellectual Property" means patents, rights to apply for patents, trademarks, trade names, service marks, domain names, copyrights and all applications and worldwide registration of such, schematics, industrial models, inventions, know-how, trade secrets, computer software programs, other intangible proprietary information, and all federal, state, or international registrations or applications for any of the foregoing.

"Low- and Moderate-Income" or "LMI" means a family or individual household whose annual income does not exceed eighty percent (80%) of the median family income or such other income limits as determined by HUD. This definition includes Very-Low-, Low-, and Moderate-Income households.

"MID" means "most impacted and distressed," referencing a geographical area identified by the State of Texas or HUD as an area that sustained significant damage from a major disaster.

"Monthly Activity Status Report" means a monthly Project Benchmark status report, as required under **Section 4.02,** for which a template is included as **Attachment F** of this Contract.

"NTP" means "notice to proceed," a written authorization from the GLO to Subrecipient that allows Subrecipient to commence the work described in the NTP.

"Performance Statement" means the statement of work for the Project in **Attachment A**, which includes specific Benchmarks and Activities, provides specific Project details and location(s), and lists Project beneficiaries.

"Planning" means an Activity performed to assist in determining community disaster recovery needs such as urban environmental design, flood control, drainage improvements, surge protection, or other recovery responses. Planning services cannot include engineering design.

"Program" means the CDBG-DR program, administered by HUD and the GLO.

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"Project" means the work to be performed under this Contract, as described in **Section 1.01(a)** and **Attachment A.**

"Prompt Pay Act" means Chapter 2251 of the Texas Government Code.

"Public Information Act" or "PIA" means Chapter 552 of the Texas Government Code.

"Revision" means the GLO's written approval of changes to Deliverable due dates, movement of funds among budget categories, and other Contract adjustments the GLO may approve without a formal Amendment.

"Start-Up Documentation" means the documents identified in Section 2.8.1 of the GLO Implementation Manual that must be completed and/or submitted to the GLO as specified in **Section 4.01**, below, before the GLO may reimburse Subrecipient for any invoiced expenses.

"Subrecipient" means City of Edinburg, a recipient of federal CDBG-DR funds through the GLO as the pass-through funding agency. Subrecipient may also be referred to as "Provider" herein.

"Technical Guidance Letter" or "TGL" means an instruction, clarification, or interpretation of the requirements of this Contract or the CDBG-DR Program that is issued by the GLO and provided to Subrecipient, applicable to specific subject matters pertaining to this Contract, and to which Subrecipient shall be subject as of a specific date.

"Texas Integrated Grant Reporting System" or "TIGR" means the GLO system of record for documenting and reporting the use of grant funding.

"U.S.C." means the United States Code.

1.05 INTERPRETIVE PROVISIONS

(a) The meaning of a defined term applies to its singular and plural forms.

(b) The words "hereof," "herein," "hereunder," and similar words refer to this Contract as a whole and not to any particular provision, section, Attachment, or schedule of this Contract unless otherwise specified.

(c) The term "including" means "including, without limitation."

(d) Unless otherwise expressly provided, a reference to a contract includes subsequent amendments and other modifications thereto that were executed according to the contract's terms and a reference to a statute, regulation, ordinance, or other law includes subsequent amendments, renumbering, recodification, and other modifications thereto made by the enacting authority.

(e) The captions and headings of this Contract are for convenience of reference only and shall not affect the interpretation of this Contract.

(f) The limitations, regulations, and policies contained herein are cumulative and each must be performed in accordance with its terms without regard to other limitations, regulations, and policies affecting the same matter.

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(g) Unless otherwise expressly provided, reference to any GLO action by way of consent, approval, or waiver is deemed modified by the phrase "in its sole discretion." Notwithstanding the preceding, the GLO shall not unreasonably withhold or delay any consent, approval, or waiver required or requested of it.

(h) All due dates and/or deadlines referenced in this Contract that occur on a weekend or holiday shall be considered as if occurring on the next business day.

(i) All time periods in this Contract shall commence on the day after the date on which the applicable event occurred, report is submitted, or request is received.

(j) Time is of the essence in this Contract.

(k) In the event of conflicts or inconsistencies between this Contract, its Attachments, federal and state requirements, and any documents incorporated herein by reference, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority: all applicable laws, rules, and regulations, including, but not limited to, those included in **Attachment D**; the Contract; **Attachment A**; **Attachment E**; **Attachment B**; **Attachment C**; **Attachment F**; **Attachment G**; **Attachment H**; applicable Guidance Documents; and the GLO Implementation Manual. Conflicts or inconsistencies between GLO Implementation Manual and this Contract; any laws, rules, or regulations; or any of the Guidance Documents should be reported to the GLO for clarification of the GLO Implementation Manual.

ARTICLE II – REIMBURSEMENT, ADVANCE PAYMENT, AND INCOME

2.01 REIMBURSEMENT REQUESTS

Each invoice submitted by Subrecipient shall be supported by actual receipts, cancelled checks, and/or such other documentation that, in the judgment of the GLO, allows for full substantiation of the costs incurred. Requests for payment must be submitted via the GLO's Texas Integrated Grant Reporting (TIGR) system of record or as otherwise specified in a Technical Guidance Letter issued under this Contract.

Subrecipient will be paid in accordance with the Contract Budget and the Benchmarks described in **Attachment A**. Failure by Subrecipient to perform any action or submit any Deliverable as described in **Attachment A** could result in the GLO placing a hold on further Subrecipient draws, conducting an official monitoring risk assessment, or requiring repayment, in part or in full, by Subrecipient of drawn funds in addition to other remedies provided to the GLO under this Contract.

A draw request for an Advance Payment must be supported with documentation clearly demonstrating that the Advance Payment is required by Subrecipient in order for Subrecipient to continue carrying out the purpose of the Project.

2.02 TIMELY EXPENDITURES

In accordance with the Federal Register and to ensure timely expenditure of grant funds, Subrecipient shall submit reimbursement requests under this Contract, at a minimum, quarterly.

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THE GLO MUST RECEIVE A REIMBURSEMENT REQUEST FOR AN INCURRED EXPENSE NOT LATER THAN ONE HUNDRED TWENTY (120) DAYS FROM THE DATE SUBRECIPIENT OR ANY OF ITS SUBCONTRACTORS INCUR THE EXPENSE. THE GLO MAY, IN ITS SOLE DISCRETION, DENY REIMBURSEMENT REQUESTS THAT DO NOT MEET THIS REQUIREMENT, ISSUE DELINQUENCY NOTICES, WITHHOLD CAPACITY POINTS ON FUTURE FUNDING COMPETITIONS, IMPOSE A MONITORING REVIEW OF SUBRECIPIENT'S ACTIVITIES, OR IMPLEMENT OTHER CORRECTIVE ACTIONS.

Subrecipient shall make timely payments to its subcontractors in accordance with Chapter 2251 of the Texas Government Code.

Unless otherwise instructed in this Section, Subrecipient shall submit final reimbursement requests to the GLO prior to Contract expiration or within thirty (30) days after the date of Contract termination. The GLO, in its sole discretion, may deny payment and de-obligate remaining funds from the Contract upon expiration or termination of the Contract. The GLO's ability to de-obligate funds under this **Section 2.02** notwithstanding, the GLO shall pay all eligible reimbursement requests that are timely submitted.

2.03 PROGRAM INCOME

In accordance with 24 C.F.R. § 570.489(e), Subrecipient shall maintain records of the receipt and accrual of all program income, as "program income" is defined in that section. Subrecipient shall report program income to the GLO in accordance with **Article IV** of this Contract. Subrecipient shall return all program income to the GLO at least quarterly unless otherwise authorized by the GLO in writing. Any GLO-authorized use of Program Income by Subrecipient shall be subject to GLO, HUD, and statutory restrictions and requirements.

ARTICLE III - DURATION, EXTENSION, AND TERMINATION OF CONTRACT

3.01 DURATION OF CONTRACT AND EXTENSION OF TERM

This Contract shall become effective on the date on which it is signed by the last Party and shall terminate on **February 28, 2026**, or upon the completion of all Benchmarks listed in **Attachment A** and required closeout procedures, whichever occurs first. **Subrecipient must meet all Project Benchmarks identified in Attachment A. Subrecipient's failure to meet any Benchmark may result in suspension of payment or termination under Sections 3.02, 3.03, or 3.04, below**.

Upon receipt of a written request and acceptable justification from Subrecipient, the GLO, at its discretion, may agree to amend this Contract to extend the Contract Period two (2) times for a period of up to one (1) year each. **ANY REQUEST FOR EXTENSION MUST BE RECEIVED BY THE GLO AT LEAST SIXTY (60) DAYS BEFORE THE ORIGINAL TERMINATION DATE OF THIS CONTRACT AND, IF APPROVED, SUCH EXTENSION SHALL BE DOCUMENTED IN A WRITTEN AMENDMENT.**

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3.02 EARLY TERMINATION

The GLO may terminate this Contract by giving written notice specifying a termination date at least thirty (30) days after the date of the notice. Upon receipt of such notice, Subrecipient shall cease work, terminate any subcontracts, and incur no further expense related to this Contract. Such early termination shall be subject to the equitable settlement of the respective interests of the Parties, accrued up to the date of termination.

3.03 EVENTS OF DEFAULT

Each of the following events shall constitute an Event of Default under this Contract: (a) Subrecipient fails to comply with any term, covenant, or provision contained in this Contract; (b) Subrecipient makes a general assignment for the benefit of creditors or takes any similar action for the protection or benefit of creditors; or (c) Subrecipient makes a materially incorrect representation or warranty in a Performance Statement, a reimbursement request for payment, or any report submitted to the GLO under the Contract. Prior to a determination of an Event of Default, the GLO shall allow a thirty (30) day period to cure any deficiency or potential cause of an Event of Default. The GLO may extend the time allowed to cure any deficiency or potential cause of an Event of Default. The GLO shall not arbitrarily withhold approval of an extension of the time allowed to cure a deficiency or potential cause of an Event of Default. In no event shall the amount of time allowed to cure a deficiency or potential cause of an Event of Default extend beyond the Contract Period.

3.04 REMEDIES; NO WAIVER

Upon the occurrence of any Event of Default, the GLO may avail itself of any equitable or legal remedy available to it, including without limitation, withholding payment, disallowing all or part of noncompliant Activities, or suspending or terminating the Contract.

The Parties' rights or remedies under this Contract are not intended to be exclusive of any other right or remedy, and each and every right and remedy shall be cumulative and in addition to any other right or remedy given under this Contract, or hereafter legally existing, upon the occurrence of an Event of Default. The GLO's failure to insist upon the strict observance or performance of any of the provisions of this Contract or to exercise any right or remedy provided in this Contract shall not impair, waive, or relinquish any such right or remedy with respect to another Event of Default.

3.05 REVERSION OF ASSETS

Upon expiration or termination of the Contract and subject to this Article:

(a) If applicable, Subrecipient shall transfer to the GLO any CDBG-DR funds Subrecipient has in its possession at the time of expiration or termination that are not attributable to work performed on the Project and any accounts receivable attributable to the use of CDBG-DR funds awarded under this Contract; and

(b) If applicable, real property under Subrecipient's control that was acquired or improved, in whole or in part, with funds in excess of $25,000 under this Contract shall be used to meet one of the CDBG-DR National Objectives pursuant to 24

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C.F.R. § 570.208, as identified in the Action Plan, until five (5) years after the expiration of this Contract or such longer period of time as the GLO deems appropriate. If Subrecipient fails to use the CDBG-DR funded real property in a manner that meets a CDBG-DR National Objective for the prescribed period of time, Subrecipient shall pay the GLO an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG-DR funds for acquisition of, or improvement to, the property. Subrecipient may retain real property acquired or improved under this Contract after the expiration of the five-year period or such longer period of time as the GLO deems appropriate.

ARTICLE IV - CONTRACT ADMINISTRATION

4.01 SUBMISSIONS – GENERALLY

Except for legal notices that must be sent by specific instructions pursuant to **Section 8.12** of the Contract, any report, form, document, or request required to be submitted to the GLO under this Contract shall be sent in the format prescribed by the GLO.

If Subrecipient fails to submit to the GLO any required Program documentation in a timely and satisfactory manner as required under this Contract, the GLO, in its sole discretion, may issue a delinquency notification and withhold any payments, pending Subrecipient's correction of the deficiency.

(a) **Start-Up Documentation**

Not later than the close of business sixty (60) calendar days after the effective date of this Contract, Subrecipient must submit its Start-Up Documentation to the GLO.

(b) **Audit Certification Form**

Not later than the close of business sixty (60) calendar days after the end of Subrecipient's fiscal year for each year during the Contract term, Subrecipient must submit a completed Audit Certification Form to the GLO.

(c) **Other Forms**

In conformance with required state and federal laws applicable to the Contract:

(i) Subrecipient certifies, by the execution of this Contract, all applicable statements in **Attachment C,** General Affirmations;

(ii) Subrecipient must execute Standard Form 424D, Federal Assurances for Construction Programs, found at Page 1 of **Attachment B**;

(iii) Subrecipient must execute the "Certification Regarding Lobbying Compliant with Appendix A to 24 C.F.R. Part 87," found at Page 3 of **Attachment B**; and

(iv) If any funds granted under this Contract have been used for lobbying purposes, Subrecipient must complete and execute Standard Form LLL, "Disclosure of Lobbying Activities," found at Page 4 of **Attachment B**.

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4.02 MONTHLY ACTIVITY STATUS REPORTS

Subrecipient must provide monthly Activity status reporting, in the format prescribed in **Attachment F** (Monthly Activity Status Report) or as otherwise instructed by the GLO Grant Manager, for each individual Activity identified in **Attachment A**. The Monthly Activity Status Report is due on the fifth day of the month following the month in which the reported Activities were performed for the duration of the Contract. Subrecipient shall submit the Monthly Activity Status Reports to the GLO through the TIGR system as prescribed in **Attachment F** or as specified by the GLO Grant Manager.

4.03 HUD CONTRACT REPORTING REQUIREMENT

HUD requires the GLO to maintain a public website that accounts for the use and administration of all GLO-administered CDBG-DR grant funds. To assist the GLO in meeting this requirement, Subrecipient must prepare and submit monthly to the GLO a written summary of all contracts procured by Subrecipient using grant funds awarded under this Contract. Subrecipient shall only report contracts as defined in 2 C.F.R. § 200.1. Subrecipient must use the template in **Attachment H** to prepare the monthly reports. On or before the fifth day of each month during the Contract Period, reports summarizing required information for the preceding month shall be submitted through the TIGR system as prescribed in **Attachment H** or as specified by the GLO Grant Manager. Additional information about this reporting requirement is available in published HUD guidance and Federal Register publications governing the CDBG-DR funding allocation.

4.04 SECTION 3 REPORTING REQUIREMENTS

In accordance with 24 C.F.R. § 75.25, Subrecipient is required to submit to the GLO quarterly reports documenting actions taken to comply with the employment, training, and contracting requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. § 1701u), the results of such actions taken, and impediments encountered (if any) to such actions. Subrecipient should maintain records of job vacancies, solicitations of bids or proposals, selection materials and contracting documents (including scopes of work and contract amounts), in accordance with procurement laws and regulations. Records should demonstrate Subrecipient's efforts to achieve the Section 3 numerical goals.

Section 3 quarterly reports are due on the 10th of the month following the quarter's close. The schedule is as follows:

Quarter 1 (Sept-Nov): Due **December 10th**
Quarter 2 (Dec-Feb): Due **March 10th**
Quarter 3 (Mar-May): Due **June 10th**
Quarter 4 (Jun-Aug): Due **September 10th**

Subrecipient is also required to submit an annual report, due on **September 30** of each year during the Contract Period. Forms for the Section 3 quarterly and annual reports may be found at s3-section-3-quarterly-report.xlsx (live.com) and s7-section-3-annual-summary-report.xlsx (live.com). Subrecipient must submit completed forms to the GLO through the TIGR system, as instructed by the GLO Grant Manager.

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If Subrecipient conducts no hiring or contracting efforts during a quarter, Subrecipient must report zeros in the quarterly report fields for such and add a note in the "other efforts, see remarks below" field that states that fact.

Subrecipient is not required to develop and implement a Section 3 Plan and assign a Section 3 Coordinator, but these actions are considered best practices.

ARTICLE V - FEDERAL AND STATE FUNDING, RECAPTURE OF FUNDS, AND OVERPAYMENT

5.01 FEDERAL FUNDING

(a) Funding for this Contract is appropriated by the Congress of the United States under the acts listed in the table below and allocated to the State of Texas by HUD in accordance with Executive Order 12892, to fund disaster relief and recovery efforts in presidentially declared major disaster areas, as defined in Title IV of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5121 *et seq*.).

Congressional Act	Federal Award Identification Number (FAIN)
Supplemental Appropriations for Disaster Relief Act, 2018 (Pub. L. 115-254), enacted October 5, 2018, for necessary expenses for activities authorized under title I of the Housing and Community Development Act of 1974 (42 U.S.C. § 5301 et seq.) related to disaster relief, long-term recovery, restoration of infrastructure and housing, and economic revitalization in the most impacted and distressed areas resulting from a major disaster declared in 2018	B-19-DV-48-0001
Additional Supplemental Appropriations for Disaster Relief Act, 2019 (Pub. L. 116-20), enacted June 6, 2019, for necessary expenses for activities authorized under title I of the Housing and Community Development Act of 1974 (42 U.S.C. § 5301 et seq.) related to disaster relief, long-term recovery, restoration of infrastructure and housing, economic revitalization, and mitigation in the most impacted and distressed areas resulting from a major disaster that occurred in 2018 or 2019	B-19-DV-48-0002

The fulfillment of this Contract is based on those funds being made available under Catalog of Federal Domestic Assistance (CFDA) No. 14.228 to the GLO as the lead administrative state agency. All expenditures under this Contract must be made in accordance with this Contract, the rules and regulations promulgated under the CDBG-DR Program, and any other applicable laws. Further, Subrecipient acknowledges that all funds are subject to recapture and repayment for noncompliance.

(b) **Subrecipient must have an assigned Unique Entity Identifier (UEID) and a Commercial and Government Entity (CAGE) code. Subrecipient must report its UEID and CAGE code to the GLO for use in various reporting documents.** A UEID and CAGE code may be obtained by visiting the System for

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Award Management website at https://www.sam.gov. **Subrecipient is responsible for renewing its registration with the System for Award Management annually and maintaining an active registration status throughout the Contract Period**.

5.02 STATE FUNDING

(a) This Contract shall not be construed as creating any debt on behalf of the State of Texas or the GLO in violation of Article III, Section 49, of the Texas Constitution. The GLO's obligations hereunder are subject to the availability of state funds. If adequate funds are not appropriated or become unavailable, the GLO may terminate this Contract. In that event, the Parties shall be discharged from further obligations, subject to the equitable settlement of their interests accrued up to the date of termination.

(b) Any claim by Subrecipient for damages under this Contract may not exceed the amount of payment due and owing Subrecipient or the amount of funds appropriated for payment but not yet paid to Subrecipient under this Contract. Nothing in this provision shall be construed as a waiver of the GLO's sovereign immunity.

5.03 RECAPTURE OF FUNDS

Subrecipient shall conduct, in a satisfactory manner as determined by the GLO, the Activities as set forth in the Contract. The discretionary right of the GLO to terminate for convenience under **Section 3.02** notwithstanding, the GLO may terminate the Contract and recapture, and be reimbursed by Subrecipient for, any payments made by the GLO (a) that exceed the maximum allowable HUD rate; (b) that are not allowed under applicable laws, rules, and regulations; or (c) that are otherwise inconsistent with this Contract, including any unapproved expenditures. **This recapture provision applies to any funds expended for the Project or any Activity that does not meet a CDBG-DR Program National Objective as specified in the Performance Statement in Attachment A or that is not otherwise eligible under CDBG-DR regulations.**

5.04 OVERPAYMENT AND DISALLOWED COSTS

Subrecipient shall be liable to the GLO for any costs disallowed pursuant to financial and/or compliance audit(s) of funds Subrecipient received under this Contract. Subrecipient shall reimburse the GLO for such disallowed costs from funds that were not provided or otherwise made available to Subrecipient under this Contract. Subrecipient must refund disallowed costs and overpayments of funds received under this Contract to the GLO within 30 days after the GLO issues notice of overpayment to Subrecipient.

5.05 FINAL BENCHMARK

(a) **Construction Activities**

To ensure full performance of each construction Activity and the Project, the GLO will set aside an amount equal to five percent (5%) of Subrecipient's

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construction budget per Activity until completion and acceptance by the GLO of all actions and Deliverables for the Activity, as identified in **Attachment A**.

The GLO shall make the final disbursement to Subrecipient only upon the GLO's receipt and acceptance of the Deliverables identified in **Attachment A** as required for the completion of construction phase.

If Subrecipient has multiple construction subcontracts, an amount equal to five percent (5%) of Subrecipient's construction budget per construction subcontract shall be withheld by the GLO until completion and acceptance by the GLO of all actions and Deliverables identified in **Attachment A** for the particular project. Separate Deliverables are required per construction subcontract, and associated costs are pro-rated in accordance with budget details in the final GLO-approved Application. If a project includes more than one Environmental Review Record, associated costs are pro-rated in accordance with budget details in the final GLO-approved Application.

(b) **Project Delivery – Grant Administration**

To ensure full performance of this Contract, the GLO will set aside an amount equal to five percent (5%) of Subrecipient's project delivery – grant administration budget until completion and acceptance by the GLO of all actions and Deliverables identified in **Attachment A**.

ARTICLE VI - INTELLECTUAL PROPERTY

6.01 OWNERSHIP AND USE

(a) The Parties shall jointly own all right, title, and interest in and to all reports, drafts of reports, or other material, data, drawings, computer programs and codes associated with this Contract, and/or any copyright or other intellectual property rights, and any material or information developed and/or required to be delivered under this Contract, with each Party having the right to use, reproduce, or publish any or all of such information and other materials without obtaining permission from the other Party, subject to any other restrictions on publication outlined in this Contract, and without expense or charge.

(b) Subrecipient grants the GLO and HUD a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for U.S. Government purposes, all reports, drafts of reports, or other material, data, drawings, computer programs, and codes associated with this Contract, and/or any copyright or other intellectual property rights, and any material or information developed and/or required to be delivered under this Contract.

6.02 NON-ENDORSEMENT BY STATE AND THE UNITED STATES

Subrecipient shall not publicize or otherwise circulate promotional material (such as advertisements, sales brochures, press releases, speeches, still or motion pictures, articles, manuscripts, or other publications) that states or implies the GLO, the State of Texas, U.S. Government, or any government employee, endorses a product, service, or position

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Subrecipient represents. Subrecipient may not release information relating to this Contract or state or imply that the GLO, the State of Texas, or the U.S. Government approves of Subrecipient's work products or considers Subrecipient's work product to be superior to other products or services.

6.03 DISCLAIMER REQUIRED

On all public information releases issued pursuant to this Contract, Subrecipient shall include a disclaimer stating that the funds for this Project are provided by Subrecipient and the Texas General Land Office through HUD's CDBG-DR Program.

ARTICLE VII - RECORDS, AUDIT, AND RETENTION

7.01 BOOKS AND RECORDS

Subrecipient shall keep and maintain under GAAP or GASB, as applicable, full, true, and complete records necessary for fully disclosing to the GLO, the Texas State Auditor's Office, the United States Government, and/or their authorized representatives sufficient information to determine Subrecipient's compliance with this Contract and all applicable laws, statutes, rules, and regulations, including the applicable laws and regulations provided in **Attachment D** and **Attachment E**.

7.02 INSPECTION AND AUDIT

(a) All records related to this Contract, including records of Subrecipient and its subcontractors, shall be subject to the Administrative and Audit Regulations. Accordingly, such records and work product shall be subject, at any time, to inspection, examination, audit, and copying at Subrecipient's primary location or any location where such records and work product may be found, with or without notice from the GLO or other government entity with necessary legal authority. Subrecipient shall cooperate fully with any federal or state entity in the conduct of inspection, examination, audit, and copying, including providing all information requested. Subrecipient will ensure that this clause concerning federal and state entities' authority to inspect, examine, audit, and copy records and work product, and the requirement to fully cooperate with the federal and state entities, is included in any subcontract it awards.

(b) The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the Contract or indirectly through a subcontract under the Contract. Acceptance of funds directly under the Contract or indirectly through a subcontract under the Contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit. **The Office of the Comptroller General of the United States, the Government Accountability Office, the Office of Inspector General, or any authorized representative of the U.S. Government shall also have this right of**

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inspection. Subrecipient shall ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Subrecipient and the requirement to cooperate is included in any subcontract it awards.

(c) Subrecipient will be deemed to have read and know of all applicable federal, state, and local laws, regulations, and rules pertaining to the Project, including those identified in **Attachment D**, governing audit requirements.

(d) At any time, the GLO may perform, or instruct a for-profit Subrecipient to perform, an annual Program-specific, fiscal, special, or targeted audit of any aspect of Subrecipient's operation. Subrecipient shall maintain financial and other records prescribed by the GLO or by applicable federal or state laws, rules, and regulations.

7.03 PERIOD OF RETENTION

In accordance with federal regulations, all records relevant to this Contract shall be retained for a period of three (3) years subsequent to the final closeout of the overall State of Texas CDBG-DR grant, in accordance with federal regulations. **The GLO will notify all Program participants of the date upon which local records may be destroyed.**

ARTICLE VIII - MISCELLANEOUS PROVISIONS

8.01 LEGAL OBLIGATIONS

For the duration of this Contract, Subrecipient shall procure and maintain any license, authorization, insurance, waiver, permit, qualification, or certification required by federal, state, county, or city statute, ordinance, law, or regulation to be held by Subrecipient to provide the goods or services required by this Contract. Subrecipient shall pay all costs associated with all taxes, assessments, fees, premiums, permits, and licenses required by law. Subrecipient shall pay any such government obligations not paid by its subcontractors during performance of this Contract. Subrecipient shall maintain copies of such licenses and permits as a part of its local records in accordance with **Section 7.01** of this Contract or as otherwise specifically directed by the GLO**. Subrecipient shall provide Monthly Activity Status Reports via the GLO system of record in accordance with Section 4.02 of this Contract.**

8.02 INDEMNITY

As required under the Constitution and laws of the State of Texas, each Party understands that it is solely liable for any liability resulting from its acts or omissions. No act or omission of a Party shall be imputed to the other Party. Neither Party shall indemnify or defend the other Party.

8.03 INSURANCE AND BOND REQUIREMENTS

(a) Unless Subrecipient is authorized by Chapter 2259 of the Texas Government Code to self-insure, Subrecipient shall carry insurance for the duration of this Contract in types and amounts necessary and appropriate for the Project.

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(b) Subrecipient shall require all contractors, subcontractors, vendors, service providers, or any other person or entity performing work described in **Attachment A** to carry insurance for the duration of the Project in the types and amounts customarily carried by a person or entity providing such goods or services. Subrecipient shall require any person or entity required to obtain insurance under this section to complete and file the declaration pages from the insurance policies with Subrecipient whenever a previously identified policy period expires during the term of Subrecipient's contract with the person or entity, as proof of continuing coverage. Subrecipient's contract with any such person or entity shall clearly state that acceptance of the insurance policy declaration pages by Subrecipient shall not relieve or decrease the liability of the person or entity. **Persons or entities shall be required to update all expired policies before Subrecipient's acceptance of an invoice for monthly payment from such parties**.

(c) Subrecipient shall require performance and payment bonds to the extent they are required under Chapter 2253 of the Texas Government Code.

(d) **Subrecipient shall require any person or entity performing work on any construction Activity under the Contract to complete form SF-424D, entitled "Assurances – Construction Programs," and Subrecipient shall maintain such documentation.**

8.04 ASSIGNMENT AND SUBCONTRACTS

Subrecipient must not assign, transfer, or delegate any rights, obligations, or duties under this Contract without the GLO's prior written consent. Any attempted assignment, transfer, or delegation in violation of this provision is void and without effect. Notwithstanding this provision, it is mutually understood and agreed that Subrecipient may subcontract with others for some or all of the services to be performed under this Contract. In any approved subcontracts, Subrecipient must legally bind the subcontractor to perform and make such subcontractor subject to all the duties, requirements, and obligations of Subrecipient as specified in this Contract. Nothing in this Contract shall be construed to relieve Subrecipient of the responsibility for ensuring that the goods delivered and/or the services rendered by Subrecipient and/or any of its subcontractors comply with all the terms and provisions of this Contract.

For subcontracts to which Federal Labor Standards requirements apply, Subrecipient shall submit to the GLO all documentation required to ensure compliance. Subrecipient shall retain five percent (5%) of the payment due under each of Subrecipient's construction or rehabilitation subcontracts until the GLO determines that the Federal Labor Standards requirements applicable to each such subcontract have been satisfied.

8.05 PROCUREMENT

Subrecipient must comply with the procurement procedures stated at 2 C.F.R. §§ 200.318 through 200.327 and all other applicable federal, state, and local procurement procedures and laws, regulations, and rules. Failure to comply with 2 C.F.R. §§ 200.318 through 200.327 and all other applicable federal, state, and local procurement procedures and laws, regulations, and rules could result in recapture of funds. Subrecipient must confirm

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that its vendors and subcontractors are not debarred from receiving state or federal funds at each of the following web addresses:

(a) the Texas Comptroller's Vendor Performance Program at https://comptroller.texas.gov/purchasing/; and

(b) the U.S. General Services Administration's System for Award Management at https://www.sam.gov/.

8.06 CHILD SUPPORT OBLIGATION

Subrecipient represents and warrants that it will include the following clause in the award and contract documents for every subaward and subcontract and will require subawardees and subcontractors to certify accordingly: "Under Section 231.006 of the Texas Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate. A bid or an application for a contract, grant, or loan paid from state funds must include the name and social security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25 percent of the business entity submitting the bid or application."

8.07 SUBAWARD AND SUBCONTRACT MONITORING

Subrecipient represents and warrants that it will monitor the activities of any subawardee as necessary to ensure that the subaward is used for authorized purposes, in compliance with applicable statutes, regulations, and the terms and conditions of the subaward, and that subaward performance goals are achieved. Subrecipient represents and warrants that it will monitor the activities of any subcontractor as necessary to ensure that subcontract funds are used for authorized purposes, in compliance with applicable statutes, regulations, and the terms and conditions of the subcontract, and that subcontract performance goals are achieved.

8.08 EQUIPMENT AND COMPUTER SOFTWARE

Any purchase of Equipment or computer software made pursuant to this Contract shall be made in accordance with all applicable laws, regulations, and rules, including those defined in 2 C.F.R. § 200.313.

In accordance with 24 C.F.R. § 570.502(a), if Equipment is acquired, in whole or in part, with funds under this Contract and is then sold, the proceeds shall be considered program income, as defined in **Section 2.03** above. Equipment not needed by Subrecipient for Activities under this Contract shall be (a) transferred to the GLO for the CDBG-DR Program or (b) retained by Subrecipient after compensating the GLO an amount equal to the current fair market value of the Equipment less the percentage of non-CDBG-DR funds used to acquire the Equipment.

8.09 COMMUNICATION WITH THIRD PARTIES

The GLO and the authorities named in **Article VII**, above, may initiate communications with any subcontractor of Subrecipient, and may request access to any books, documents,

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personnel, papers, and records of a subcontractor which are pertinent to this Contract. Such communications may be required to conduct audits, examinations, Davis-Bacon Labor Standards interviews, and gather additional information as provided in **Article VII** herein.

8.10 RELATIONSHIP OF THE PARTIES

Subrecipient is associated with the GLO only for the purposes and to the extent specified in this Contract. Subrecipient is and shall be an independent contractor and, subject only to the terms of this Contract, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract creates a partnership or joint venture, an employer-employee or principal-agent relationship, or any liability whatsoever with respect to the indebtedness, liabilities, or obligations of Subrecipient or any other party. Subrecipient shall be solely responsible for, and the GLO shall have no obligation with respect to, the following: the withholding of income taxes, FICA, or any other taxes or fees; industrial or workers' compensation insurance coverage; participation in any group insurance plans available to employees of the State of Texas; participation or contributions by the State of Texas to the State Employees Retirement System; accumulation of vacation leave or sick leave; or unemployment compensation coverage provided by the State of Texas.

8.11 COMPLIANCE WITH OTHER LAWS

In the performance of this Contract, Subrecipient must comply, and must ensure the compliance of its subawardees and contracts, with all applicable federal, state, and local laws, statutes, ordinances, and regulations, including those listed in **Attachments B, C, D**, and **E**, and policies in effect or hereafter established. Subrecipient is deemed to know of and understand all applicable laws, statutes, ordinances, and regulations affecting its performance under this Contract. In addition, Subrecipient represents and warrants that it will comply with all requirements imposed by the awarding agency concerning special requirements of law, program requirements, and other administrative requirements. In instances where multiple requirements apply to Subrecipient, the more restrictive requirement applies.

8.12 NOTICES

Any notices required under this Contract shall be deemed delivered when deposited either in the United States mail (certified, postage paid, return receipt requested) or with a common carrier (overnight, signature required) to the appropriate address below.

GLO
Texas General Land Office
1700 N. Congress Avenue, 7th Floor
Austin, TX 78701
Attention: Contract Management Division

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Subrecipient
City of Edinburg
415 W. University Dr.
Edinburg, Texas 78539
Attention: Myra Ayala

Notice given in any other manner shall be deemed effective only if and when received by the Party to be notified. Either Party may change its address for notice by written notice to the other Party sent in accordance with this section.

8.13 GOVERNING LAW AND VENUE

This Contract and the rights and obligations of the Parties hereto shall be governed by, and construed according to, the laws of the State of Texas, exclusive of conflicts of law provisions. Venue of any suit brought under this Contract shall be in a court of competent jurisdiction in Travis County, Texas. Subrecipient irrevocably waives any objection, including any objection to personal jurisdiction or the laying of venue or based on the grounds of *forum non conveniens*, that it may now or hereafter have to the bringing of any action or proceeding in such jurisdiction with respect to this Contract or any related document. **NOTHING IN THIS CONTRACT SHALL BE CONSTRUED AS A WAIVER OF SOVEREIGN IMMUNITY BY THE GLO.**

8.14 SEVERABILITY

If a court of competent jurisdiction determines any provision of this Contract is invalid, void, or unenforceable, the remaining terms, provisions, covenants, and conditions of this Contract shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

8.15 DISPUTE RESOLUTION

Except as otherwise provided by statute, rule or regulation, Subrecipient shall use the dispute resolution process established in Chapter 2260 of the Texas Government Code and related rules to attempt to resolve any dispute under this Contract, including a claim for breach of contract by the GLO, that the Parties cannot resolve in the ordinary course of business. Neither the occurrence of an event giving rise to a breach of contract claim nor the pendency of such a claim constitutes grounds for Subrecipient to suspend performance of this Contract. Notwithstanding this provision, the GLO reserves all legal and equitable rights and remedies available to it. **NOTHING IN THIS SECTION SHALL BE CONSTRUED AS A WAIVER OF THE GLO'S SOVEREIGN IMMUNITY.**

8.16 CONFIDENTIALITY

To the extent permitted by law, Subrecipient and the GLO shall keep all information, in whatever form produced, prepared, observed, or received by Subrecipient or the GLO, confidential to the extent that such information is: (a) confidential by law; (b) marked or designated "confidential" (or words to that effect) by Subrecipient or the GLO; or (c) information that Subrecipient or the GLO is otherwise required to keep confidential by this Contract. Subrecipient must not make any communications or announcements

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relating to this Contract through press releases, social media, or other public relations efforts without the prior written consent of the GLO.

8.17 PUBLIC RECORDS

The GLO shall post this Contract to the GLO's website. Subrecipient understands that the GLO will comply with the Texas Public Information Act (Texas Government Code Chapter 552, the "PIA"), as interpreted by judicial rulings and opinions of the Attorney General of the State of Texas (the "Attorney General"). Information, documentation, and other material in connection with this Contract may be subject to public disclosure pursuant to the PIA. Subrecipient is required to make any information created or exchanged with the GLO or the State of Texas pursuant to the Contract, and not otherwise excepted from disclosure under the PIA, available to the GLO in portable document file (".pdf") format or any other format agreed upon between the Parties that is accessible by the public at no additional charge to the GLO or the State of Texas. By failing to mark any information that Subrecipient believes to be excepted from disclosure as "confidential" or a "trade secret," Subrecipient waives any and all claims it may make against the GLO for releasing such information without prior notice to Subrecipient. The Attorney General will ultimately determine whether any information may be withheld from release under the PIA. Subrecipient shall notify the GLO's Office of General Counsel within twenty-four (24) hours of receipt of any third-party written requests for information and forward a copy of said written requests to PIALegal@glo.texas.gov. If a request for information was not written, Subrecipient shall forward the third party's contact information to the above-designated e-mail address.

8.18 AMENDMENTS TO THE CONTRACT

Amendments to decrease or increase the subaward, to add or delete an Activity as allowed by the Guidance Documents, to extend the term of the Contract, and/or to make other substantial changes to the Contract may be made only by written agreement of the Parties under the formal Amendment process outlined below, except that, upon completion of the Project, the GLO shall formally close out the Project by issuing a closeout letter pursuant to **Section 8.23**. The formal Amendment process requires official request documentation from Subrecipient detailing all provisions to be amended and supporting documentation as required. The GLO Grant Manager will confirm and review the request and, as appropriate, submit the proposed amended language or amount to the GLO's Contract Management Division for the preparation of a formal Amendment and circulation for necessary GLO and Subrecipient signatures.

In the sole discretion of the GLO and in conformance with federal law, the GLO may approve other adjustments required by the GLO during Project performance through a Revision or Technical Guidance Letter unilaterally issued by the GLO and acknowledged by Subrecipient. Such GLO approvals must be in writing and may be delivered by U.S. mail or electronic mail.

8.19 ENTIRE CONTRACT AND MODIFICATIONS

This Contract, its Attachments, and any Amendment(s), Technical Guidance Letter(s), and/or Revision(s) issued in conjunction with this Contract, if any, constitute the entire

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agreement of the Parties and are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements made in connection with the subject matter hereof. Any additional or conflicting terms in issued Attachments, Technical Guidance Letters, and/or Revisions shall be harmonized with this Contract to the extent possible. Unless an Attachment, Technical Guidance Letter, or Revision specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language shall be construed consistently with the Contract.

8.20 PROPER AUTHORITY

Each Party hereto represents and warrants that the person executing this Contract on its behalf has full power and authority to legally bind its respective entity. If applicable, a resolution, motion, or similar action has been duly adopted or passed as an official act of Subrecipient's governing body, authorizing the filing of the grant Application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative or the designee of Subrecipient to act in connection with the Application and to provide such additional information as may be required.

8.21 COUNTERPARTS

This Contract may be executed in any number of counterparts, each of which shall be an original, and all such counterparts shall together constitute but one and the same Contract.

8.22 SURVIVAL

The provisions of **Articles V, VI,** and **VII** and **Sections 1.01, 1.03, 3.02, 3.04, 3.05, 8.02, 8.03, 8.09, 8.10, 8.11, 8.12, 8.13, 8.15, 8.16, 8.17, 8.18, 8.23,** and **8.32** of this Contract and any other continuing obligations of Subrecipient shall survive the termination or expiration of this Contract.

8.23 CONTRACT CLOSEOUT

Subrecipient shall prepare and submit to the GLO for approval a final **Grant Completion Report** confirming final performance measures, budgets, and expenses for all Project Activities within thirty (30) days following the completion of all Activities required under the Contract; however, in no event shall Subrecipient submit the Grant Completion Report later than the date of expiration of the Contract. The GLO will close the Contract in accordance with 2 C.F.R. §§ 200.344 through 200.346 and GLO CDBG-DR guidelines consistent therewith.

Subrecipient shall submit a final Budget and actual expenditures to the GLO as part of the Grant Completion Report. The Grant Completion Report shall be in a format prescribed by the GLO and shall confirm eligibility and completion of all Activities performed under this Contract. **FAILURE TO SUBMIT TO THE GLO THE FINAL BUDGET AND ACTUAL EXPENDITURES AS PART OF THE GRANT COMPLETION REPORT PRIOR TO CONTRACT EXPIRATION WILL RESULT IN FORFEITURE AND DE-OBLIGATION OF ALL REMAINING, UNREQUESTED FUNDS.**

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The GLO will notify Subrecipient via official closeout letter upon review and approval of the final Grant Completion Report.

8.24 INDIRECT COST RATES

Unless, under the terms of 2 C.F.R. Part 200, Appendix V, Subrecipient has negotiated or does negotiate an indirect cost rate with the federal government, subject to periodic renegotiations of the rate during the Contract Period, or is exempt from such negotiations and has developed and maintains an auditable central service cost allocation plan, Subrecipient's indirect cost rate shall be set by 2 C.F.R. § 200.414(f), i.e., ten percent (10%).

8.25 CONFLICT OF INTEREST

(a) Subrecipient shall abide by the provisions of this section and include the provisions in all subcontracts. Subrecipient shall comply with all conflict-of-interest laws and regulations applicable to the Program.

(b) Subrecipient shall maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award, and administration of contracts.

(c) Subrecipient represents and warrants that performance under the Contract will not constitute an actual or potential conflict of interest or reasonably create an appearance of impropriety. Further, Subrecipient represents and warrants that, in the administration of the grant, it will comply with all conflict-of-interest prohibitions and disclosure requirements required by applicable law, rules, and policies, including Chapter 176 of the Texas Local Government Code, if applicable. If circumstances change during the course of the Contract, Subrecipient shall promptly notify the GLO.

8.26 FORCE MAJEURE

Except with respect to the obligation of payments under this Contract, if either of the Parties, after a good faith effort, is prevented from complying with any express or implied covenant of this Contract by reason of war; terrorism; rebellion; riots; strikes; acts of God; any valid order, rule, or regulation of governmental authority; or similar events that are beyond the control of the affected Party (collectively referred to as "Force Majeure"), then, while compliance is so prevented, the affected Party's obligation to comply with such covenant shall be suspended, and the affected Party shall not be liable for damages for failure to comply with such covenant. In any such event, the Party claiming Force Majeure must promptly notify the other Party of the Force Majeure event in writing, and, if possible, such notice must set forth the extent and duration of the Force Majeure. The Party claiming Force Majeure must exercise due diligence to prevent, eliminate, or overcome such Force Majeure event when it is possible to do so and must resume performance at the earliest possible date. However, if nonperformance continues for more than thirty (30) days, the GLO may terminate this Contract immediately upon written notification to Subrecipient.

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8.27 ENVIRONMENTAL CLEARANCE REQUIREMENTS

(a) Subrecipient is the responsible entity, as "responsible entity" is defined under 24 C.F.R. Part 58, and is accountable for conducting environmental reviews and for obtaining any environmental clearance necessary for successful completion of an Activity or the Project. Subrecipient shall prepare an environmental review or assessment of each Activity or the Project in accordance with applicable laws, regulations, rules, and guidance. Subrecipient shall maintain a written Environmental Review Record ("ERR") for each Activity or the Project, including all supporting source documentation and documentation to support any project mitigation. Subrecipient shall provide a copy of the ERR and all related source documentation to the GLO.

(b) Subrecipient shall address inquiries and complaints and shall provide appropriate redress related to environmental Activities. Subrecipient shall document each communication issued or received hereunder in the related ERR.

(c) The GLO may, in its sole discretion, reimburse Subrecipient for certain exempt environmental Activities, as defined in federal regulations. Reimbursement requests for exempt environmental Activities must be supported by the proper HUD-prescribed form.

(d) The Parties acknowledge and understand that the GLO may enter into interagency agreements with the Texas Historical Commission and other entities in order to facilitate any necessary environmental or historic review. The GLO may incorporate one or more interagency agreements into this Contract via a Technical Guidance Letter.

8.28 CITIZEN PARTICIPATION AND ALTERNATIVE REQUIREMENTS

(a) Subrecipient must ensure that all citizens have equal and ongoing access to information about an Activity or the Project, including ensuring that Activity or Project information is available in the appropriate languages for the geographical area served by Subrecipient. Information furnished to citizens shall include, without limitation:

(i) The amount of CDBG-DR funds expected to be made available;

(ii) The range of Activities or projects that may be undertaken with the CDBG-DR funds;

(iii) The estimated amount of the CDBG-DR funds proposed to be used for Activities or projects meeting the national objective of benefiting low-to-moderate income persons; and

(iv) A clear statement of such and the entity's anti-displacement and relocation plan if any proposed CDBG-DR Activities or projects are likely to result in displacement.

(b) Complaint Procedures: Subrecipient must have written citizen-complaint procedures for providing a timely written response (within fifteen [15] working days) to complaints and grievances. Subrecipient shall notify citizens of the

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location and the days and hours when the location is open for business so they may obtain a copy of these written procedures.

(c) Technical Assistance: If requested, Subrecipient shall provide technical assistance in completing applications under the Project to persons of low and moderate income.

(d) Subrecipient shall maintain a citizen participation file that includes a copy of Subrecipient's complaint procedures, documentation and evidence of opportunities provided for citizen participation (e.g., public notices, advertisements, flyers, etc.), documentation of citizen participation events (e.g., meeting minutes, attendance lists, sign-in sheets, news reports, etc.), and documentation of any technical assistance requested and/or provided.

8.29 SIGNAGE REQUIREMENTS

On any public building or facility funded under this Contract, Subrecipient shall place permanent signage. Signs shall be placed in a prominent, visible public location. Subrecipient shall format each sign to best fit the architectural design of the building or facility but the sign should be legible from a distance of at least three (3) feet.

For other construction projects (e.g., water transmission lines, sewer collection lines, drainage, roadways, housing rehabilitation) funded under this Contract, Subrecipient shall place temporary signage erected in a prominent location at the construction project site or along a major thoroughfare within the locality.

All signage required under this section shall contain the following:

"This project is funded by the Texas General Land Office of the State of Texas to provide for the restoration of infrastructure for communities impacted by the 2018 South Texas Floods. The funds have been allocated by the United States Department of Housing and Urban Development through the Community Development Block Grant – Disaster Recovery Program."

8.30 PREFERENCE AND PROCUREMENT OF MATERIALS

(a) To the extent applicable, Subrecipient shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired in the following manner:

(i) competitively within a timeframe allowing compliance with the Contract's performance schedule;

(ii) in a way that meets the Contract's performance requirements; or

(iii) at a reasonable price.

(b) To ensure maximum use of recovered/recycled materials pursuant to 2 C.F.R. § 200.323, information about this requirement, along with the list of EPA-designated items, is available at the EPA's Comprehensive Procurement Guideline Program website, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

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8.31 EQUAL OPPORTUNITY CLAUSE

Subrecipient hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 C.F.R. Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

"**During the performance of this contract, the contractor agrees as follows:**

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

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(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

***Provided,* however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.**"

Subrecipient further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided,* That if Subrecipient so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

Subrecipient agrees that it will assist and cooperate actively with the GLO and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the GLO and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the GLO in the discharge of the GLO's primary responsibility for securing compliance.

Subrecipient further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts, as defined in 41 C.F.R. § 60-1.3, and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the

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equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, Subrecipient agrees that if it fails or refuses to comply with these undertakings, the GLO may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this Contract; refrain from extending any further assistance to Subrecipient under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from Subrecipient; and refer the case to the Department of Justice for appropriate legal proceedings.

8.32 INFORMATION AND DATA SECURITY STANDARDS

Subrecipient shall comply with all terms specified in the **GLO Information Security Appendix**, incorporated herein for all purposes as **Attachment G**.

8.33 CYBERSECURITY TRAINING PROGRAM (LOCAL GOVERNMENT SYSTEM)

If Subrecipient is a local government as defined in Chapter 2054 of the Texas Government Code, Subrecipient represents and warrants its compliance with Section 2054.5191 of the Texas Government Code relating to the cybersecurity training program for local government employees who have access to a local government computer system or database.

8.34 DISCLOSURE PROTECTIONS FOR CERTAIN CHARITABLE ORGANIZATIONS, CHARITABLE TRUSTS, AND PRIVATE FOUNDATIONS

If Subrecipient is a governmental entity as defined in Chapter 2252 of the Texas Government Code, Subrecipient represents and warrants that it will comply with Section 2252.906 of the Texas Government Code relating to disclosure protections for certain charitable organizations, charitable trusts, and private foundations.

8.35 LIMITATIONS ON GRANT EXPENDITURE

Subrecipient shall expend funds received under the grant or contract subject to the limitations and reporting requirements similar to those provided by the following:

(a) Parts 2, 3, and 5 of the Texas General Appropriations Act, Article IX, except there is no requirement for increased salaries for local government employees;

(b) Sections 556.004, 556.005, and 556.006 of the Texas Government Code; and

(c) Sections 2113.012 and 2113.101 of the Texas Government Code.

8.36 LOBBYING EXPENDITURE RESTRICTION

Subrecipient represents and warrants that the GLO's payments to Subrecipient and Subrecipient's receipt of appropriated or other funds under the Contract are not prohibited by Sections 403.1067 or 556.0055 of the Texas Government Code, which restrict lobbying expenditures.

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8.37 OPEN MEETINGS

If Subrecipient is a governmental entity, Subrecipient represents and warrants its compliance with Chapter 551 of the Texas Government Code, which requires all regular, special, or called meetings of a governmental body to be open to the public, except as otherwise provided by law.

8.38 POLITICAL POLLING PROHIBITION

Subrecipient represents and warrants that it does not perform political polling and acknowledges that appropriated funds may not be granted to, or expended by, any entity that performs political polling, except that this prohibition does not apply to a poll conducted by an academic institution as a part of the institution's academic mission that is not conducted for the benefit of a particular candidate or party.

8.39 REPORTING COMPLIANCE

Subrecipient represents and warrants that it will submit timely, complete, and accurate reports in accordance with the Contract and maintain appropriate backup documentation to support the reports.

8.40 REPORTING SUSPECTED FRAUD AND UNLAWFUL CONDUCT

Subrecipient represents and warrants that it will comply with Section 321.022 of the Texas Government Code, which requires that suspected fraud and unlawful conduct be reported to the State Auditor's Office. Subrecipient represents and warrants its compliance with 2 C.F.R. § 200.113, which requires the disclosure in writing of violations of federal criminal law involving fraud, bribery, and gratuity and the reporting of certain civil, criminal, or administrative proceedings to the System for Award Management through https://www.sam.gov/.

8.41 STATEMENTS OR ENTRIES

WARNING: ANY PERSON WHO KNOWINGLY MAKES A FALSE CLAIM OR STATEMENT TO HUD MAY BE SUBJECT TO CIVIL OR CRIMINAL PENALTIES UNDER 18 U.S.C. § 287, 18 U.S.C. § 1001, AND 31 U.S.C. § 3729.

Except as otherwise provided under federal law, any person who knowingly and willfully falsifies, conceals, or covers up a material fact by any trick, scheme, or device or who makes any materially false, fictitious, or fraudulent statement or representation or who makes or uses any false writing or document despite knowing the writing or document to contain any materially false, fictitious, or fraudulent statement or entry shall be prosecuted under Title 18, United States Code, § 1001.

Under penalties of 18 U.S.C. § 287, 18 U.S.C. § 1001, and 31 U.S.C. § 3729, the undersigned Subrecipient representative hereby declares that he/she has examined this Contract and Attachments, and, to the best of his/her knowledge and belief, any statements, entries, or claims made by Subrecipient are true, accurate, and complete.

SIGNATURE PAGE FOLLOWS

SIGNATURE PAGE FOR GLO CONTRACT NO. 23-152-007-E179
INFRASTRUCTURE SUBRECIPIENT CONTRACT AGREEMENT
CDBG-DR – 2018 SOUTH TEXAS FLOODS HUD MID COMPETITION

GENERAL LAND OFFICE

DocuSigned by:

Mark A. Havens, Chief Clerk

Date of execution: 12/29/2023

CITY OF EDINBURG

DocuSigned by:

By: Myra L Ayala

Title: City Manager

Date of execution: 12/28/2023

OGC DS

PM DS

SDD DS

DGC DS

GC DS

DLC DS

ATTACHED TO THIS CONTRACT:

ATTACHMENT A Performance Statement, Budget, and Benchmarks
ATTACHMENT B Federal Assurances and Certifications
ATTACHMENT C General Affirmations
ATTACHMENT D Nonexclusive List of Applicable Laws, Rules, and Regulations
ATTACHMENT E Special Conditions
ATTACHMENT F Monthly Activity Status Report
ATTACHMENT G GLO Information Security Appendix
ATTACHMENT H Contract Reporting Template

ATTACHMENTS FOLLOW

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CITY OF EDINBURG
23-152-007-E179

PERFORMANCE STATEMENT

The GLO awards City of Edinburg (Subrecipient) this Contract under HUD's Community Development Block Grant Disaster Recovery ("CDBG-DR") program to provide financial assistance with funds appropriated to facilitate Activities related to disaster relief, long-term recovery, restoration of Infrastructure and housing, economic revitalization, and affirmatively furthering fair housing, in accordance with Executive Order 12892, in the most impacted and distressed areas resulting from a major declared disaster that occurred in 2018.

Subrecipient was inundated with heavy rainfall during the 2018 South Texas Floods, which overwhelmed its drainage systems with flood waters and threatened public health, safety, and welfare. In strict conformance with the terms and conditions of the CDBG-DR – 2018 South Texas Floods HUD MID Infrastructure Competition and this Contract, Subrecipient shall perform, or cause to be performed, the Infrastructure Activities identified below to repair and strengthen its drainage systems, which will reduce risk of disaster-related loss of life, suffering and hardship, injury, and damage to and loss of property.

Subrecipient shall perform the Activities identified herein for the service area specified in its approved Texas Community Development Block Grant Disaster Recovery Grant Application to aid areas most impacted by the 2018 South Texas Floods. The persons to benefit from the Activities described herein must receive the prescribed service or benefit, and all eligibility requirements must be met to fulfill contractual obligations.

The grant total is $1,000,000.00. Subrecipient will be required to maintain a detailed Budget breakdown in the official system of record (TIGR) of the GLO's Community Development and Revitalization division. Subrecipient must ensure expenditures for individual projects do not exceed the amounts for detailed funding categories in the project budget of the approved Grant Application, as may be revised in writing upon mutual agreement of the Parties. If it becomes necessary to redistribute Budget line-item amounts between Activities, Subrecipient must seek a Contract Amendment prior to performing any work.

<u>Flood and Drainage Facilities</u>
Chapin Pumps Rehabilitation Drainage Improvements Project: Subrecipient shall rehabilitate the storm sewer pipes and pump station wet well, replace sluice gates, and complete associated appurtenances. Construction shall take place at the following location.

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Defining Project Location (on/along…)	Approximate path or location (from…to…Coordinates)	Proposed HUD Performance Measures
On North Sugar Road	Between West Chapin Street and West Smith Street 26.316180, -98.176290	1,300 Linear Feet (LF)

Total Beneficiaries	LMI Beneficiaries	LMI %	Census Tract	Block Group
1,750	975	55.71	240.00	2
Beneficiaries were identified using LMISD - Census Tract and Block Group, and the above project meets the LMI national objective.				

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BUDGET

DRGR Activity Type	Grant Award	Other Funds	Total
Rehabilitation/Reconstruction of Public Improvements	$1,000,000.00	$310,000.00[1]	$1,310,000.00
TOTAL	$1,000,000.00	$310,000.00[1]	$1,310,000.00

[1] CITY OF EDINBURG GENERAL FUND, TO BE USED TOWARD CONSTRUCTION, ENGINEERING, AND ENVIRONMENTAL.

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BENCHMARKS

Project Phase Actions and Deliverables	**Not-To-Exceed Budget Gate Percentages by Budget Category** (Subrecipient may draw up to, but not exceed, the identified percentage of the Budget category until stated Deliverable(s) are submitted to and approved by the GLO.)			**Single Deliverable Milestones by Budget Category** (Subrecipient may draw up to 100% of Budget category after submittal to and approval by the GLO of the stated Deliverable.)		**Multiple Deliverable Milestones** (Subrecipient may draw up to, but not exceed, the percentage stated after submittal to and approval by the GLO of the stated Deliverable.)	
	Project Delivery						
	Grant Administration Funds	**Environ-mental Funds**	**Engineering Funds**	**Special Environ-mental Funds**	**Acquisition Funds**	**Construction Funds**	**Planning/ Studies (not related to engineering design)**
Action: Start-up Phase **Deliverable:** Contract kick-off meeting sign-in sheet; all required Start-Up Documentation reviewed and accepted by the GLO; executed grant administration service provider contract in PDF format.	0-15%						
Action: Commencement of Engineering Phase **Deliverable:** Executed engineering service provider contract in PDF format provided during start-up phase as applicable			0-30%				
Action: Commencement of Environmental Phase **Deliverable:** Executed environmental service-provider contract in PDF format provided during start-up phase as applicable.	15.01-30%	0-30%					
Action: Completion of Design Phase **Deliverable:** Complete signed and sealed 100% construction plans in PDF format.*			30.01-60%				

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Action: Completion of Special Environmental Services **Deliverable:** GLO approval of required documentation, dependent upon additional environmental requirements				100%			
Action: Completion of Environmental Record Review **Deliverable:** GLO-signed AUGF**	30.01-50%	30.01-100%					
Action: Acquisition Phase **Deliverable:** Acquisition Detailed Report and supporting documentation per parcel accepted by the GLO*					100%		
Action: Commencement of Bid Phase **Deliverable:** First published bid notice and publisher's affidavit*	50.01-60%		60.01-70%				
Action: Commencement of Construction Phase **Deliverable:** Signed NTP* **Action:** Commencement of Planning/Study Phase **Deliverable:** Signed NTP or similar document from Subrecipient, initiating the Planning/study Activity and describing the work to be performed***	60.01-85%		70.01-85%			0-95%	0-85%
Action: Completion of Construction Phase **Deliverable:** Signed and sealed complete As-Built Plans in PDF format; executed COCC accepted by the GLO; signed FWCR accepted by the GLO* **Action:** Completion of Planning/Study Phase **Deliverable:** Final Planning/study report and proof of acceptance by Subrecipient***	85.01-95%		85.01-100%			95.01-100%	85.01-100%

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Action: Grant Completion Report Approval **Deliverable**: GCR approved by the GLO	95.01-100%								

Failure to provide any Deliverable identified above could result in Subrecipient's repayment in part or in full of funds expended. Providing the Deliverables identified in this table will allow Subrecipient to draw the identified funding percentage per Budget category, contingent upon Subrecipient's compliance with associated Program guidance.

*If Subrecipient executes multiple construction contracts, this Deliverable (or Deliverables, as applicable) will be required for each contract, and associated costs will be pro-rated in accordance with the Budget details in the final GLO-approved Application.

**If the Project includes more than one ERR, associated costs will be pro-rated in accordance with the Budget details in the final GLO-approved Application.

***A Planning study Activity includes the cost of developing the study itself. Project Delivery-Grant Administration is drawn as applicable through the associated milestone percentage pro-rated in accordance with the Budget details in the final GLO-approved Application.

ASSURANCES - CONSTRUCTION PROGRAMS

OMB Approval No. 4040-0009
Expiration Date: 02/28/2025

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0042), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.

2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

3. Will not dispose of, modify the use of, or change the terms of the real property title, or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.

4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.

5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.

6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).

9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

10. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C.§794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.

14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

20. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
DocuSigned by: Myra L Ayala 52B5BDF23E5B4BE...	City Manager
APPLICANT ORGANIZATION	DATE SUBMITTED
City of Edinburg	12/28/2023

SF-424D (Rev. 7-97) Back

THIS FORM MUST BE EXECUTED

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CERTIFICATION REGARDING LOBBYING
COMPLIANT WITH APPENDIX A TO 24 C.F.R. PART 871

Certification for Contracts, Grants, Loans, and Cooperative Agreements:

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, ‘‘Disclosure Form to Report Lobbying,’’ in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance:

The undersigned states, to the best of his or her knowledge and belief, that: If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, ‘‘Disclosure Form to Report Lobbying,’’ in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above applicable certification.

NAME OF APPLICANT	AWARD NUMBER AND/OR PROJECT NAME
City of Edinburg	23-152-007-E179

PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

Myra L Ayala — City Manager

SIGNATURE DocuSigned by: Myra L Ayala 52B5BDF23E5B4BE... DATE 12/28/2023

1 24 C.F.R. 87 App. A, available at https://www.gpo.gov/fdsys/granule/CFR-2011-title24-vol1/CFR-2011-title24-vol1-part87-appA. Published Apr. 1, 2011. Accessed Aug. 1, 2018.

Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)

OMB Number: 4040-0013
Expiration Date: 02/28/2025

1. *Type of Federal Action:	**2. *Status of Federal Action:**	**3. *Report Type:**
____ a. contract	_____ a. bid/offer/application	_____ a. initial filing
____ b. grant	_____ b. initial award	_____ b. material change
____ c. cooperative agreement	_____ c. post-award	
____ d. loan		
____ e. loan guarantee		
____ f. loan insurance		

4. Name and Address of Reporting Entity:
____ Prime _____Subawardee
*Name: _____
*Street 1:_____ Street 2:_____
*City: _____ State:_____
Zip:_____

5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:

6. Federal Department/Agency:	**7. Federal Program Name/Description:**
	CFDA Number, *if applicable*: _____
8. Federal Action Number, *if known:*	**9. Award Amount**, *if known:* **$**

10. a. Name and Address of Lobbying Registrant
Prefix_____ *First Name_____ Middle Name _____
*Last Name _____ Suffix _____
*Street 1:_____ Street 2:_____
*City: _____ State:_____ Zip:_____

b. Individuals Performing Services *(including address if different from No. 10a)*
Prefix_____ *First Name_____ Middle Name _____
*Last Name _____ Suffix _____
*Street 1:_____ Street 2:_____
*City: _____ State:_____ Zip:_____

11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

***Signature:**_____

***Name: Prefix**_____ ***First Name**_____ **Middle Name** _____
***Last Name** _____ **Suffix** _____
Title: _____ **Telephone No.:**_____ **Date:** _____

Federal Use Only:	**Authorized for Local Reproduction** **Standard Form - LLL (Rev. 7-97)**

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

Federal Agency Form Instructions Form Identifiers	**Information**
Agency Owner	Grants.gov
Form Name	Disclosure of Lobbying Activities (SF-LLL)
Form Version Number	2.0
OMB Number	4040-0013
OMB Expiration Date	02/28/2025

Field Number	**Field Name**	**Required or Optional**	**Information**
1.	*Type of Federal Action:	Required	Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action. This field is required.
2.	*Status of Federal Action	Required	Identify the status of the covered Federal action. This field is required.
2-a.	a. Bid/Offer/ Application	Check if applicable	Click if the Status of Federal Action is a bid, an offer or an application.
2-b.	b. Initial Award	Check if applicable	Click if the Status of Federal Action is an initial award.
2-c.	c. Post-Award	Check if applicable	Click if the Status of Federal Action is a post-award.
3.0	*Report Type	Required	Identify the appropriate classification of this report.
3-a.	a. Initial filing	Check if applicable	Check if Initial filing.
3-b.	b. Material change	Check if applicable	If this is a follow up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the previously submitted report by this reporting entity for this covered Federal action. This field is required.
	Material Change Year	Conditionally Required	If this is a follow up report caused by a material change to the information previously reported, enter the year in which the change occurred.
	Material Change Quarter	Conditionally Required	If this is a follow up report caused by a material change to the information previously reported, enter the quarter in which the change occurred.
	Material Change Date of Last Report	Conditionally Required	Enter the date of the previously submitted report by this reporting entity for this covered Federal action.
4.	Name and Address of Reporting Entity	Required	Provide the information for Name and Address of Reporting Entity.
	Prime	Check if applicable	Click to designate the organization filing the report as the Prime Federal recipient.
	Subawardee	Check if applicable	Click to designate the organization filing the report as the SubAwardee Federal recipient. Sub-awards include but are not limited to subcontracts, subgrants and contract awards under grants.
	Tier if known:	Optional	Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier.
	Name	Required	Enter the name of reporting entity. This field is required
	Street 1	Required	Enter Street 1 of the reporting entity. This field is required.
	Street 2	Optional	Enter Street 2 of the reporting entity.
	City	Required	Enter City of the reporting entity This field is required.
	State	Required	Enter the state of the reporting entity. This field is required
	ZIP	Required	Enter the ZIP of the reporting entity. This field is required
	Congressional District, if known	Optional	Enter the primary Congressional District of the reporting entity. Enter in the following format: 2 character state abbreviation – 3 characters district number, e.g., CA-005 for California 5th district, CA-012 for California 12th district, NC-103 for North Carolina's 103rd district.
5.	If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime	Conditionally Required	If Reporting Entity in No. 4 is Subawardee, provide the information for the Name and Address of Prime

	Name	Required	If the organization filing the report in item 4, checks "Subawardee", enter the full name of the prime Federal recipient.
	Street 1	Required	If the organization filing the report in item 4, checks "Subawardee", enter the address of the prime Federal recipient.
	Street 2	Optional	If the organization filing the report in item 4, checks "Subawardee", enter the address of the prime Federal recipient.
	City	Required	If the organization filing the report in item 4, checks "Subawardee", enter the city of the prime Federal recipient.
	State	Required	If the organization filing the report in item 4, checks "Subawardee", select the appropriate state from this pull down menu.
	ZIP	Required	Enter the ZIP of Prime. This field is required
	Congressional District, if known	Optional	Enter the Congressional District of Prime. Enter in the following format: 2 character state abbreviation – 3 characters district number, e.g., CA-005 for California 5th district, CA-012 for California 12th district, NC-103 for North Carolina's 103rd district.
6.	Federal Department /Agency	Required	Enter the name of the Federal Department or Agency making the award or loan commitment. This field is required.
7.	CFDA Number:	Required	Enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments. Pre-populated from SF-424 if using Grants.gov.
	CFDA Title:	Required	Enter the Federal program name or description for the covered Federal action. Pre-populated from SF-424 if using Grants.gov.
8.	Federal Action Number	Optional	Enter the most appropriate Federal identifying number available for the Federal action, identified in item 1 (e.g., Request for Proposal (RFP) number, invitation for Bid (IFB) number, grant announcement number, the contract, grant, or loan award number, the application/ proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001".
9.	Award Amount	Optional	For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment of the prime entity identified in item 4 or 5.
10.a.	Name And Address of Lobbying Registrant	Required	Provide the information for the Name and Address of Lobbying Registrant.
	Prefix	Optional	Enter the prefix (e.g., Mr., Mrs., Miss), if appropriate, for the Lobbying Registrant.
	First Name	Required	Enter the first name of Lobbying Registrant. This field is required.
	Middle Name	Optional	Enter the middle name of Lobbying Registrant.
	Last Name	Required	Enter the last name of Lobbying Registrant. This field is required.
	Suffix	Optional	Enter the suffix (e.g., Jr. Sr., PhD), if appropriate, for the Lobbying Registrant.
	Street 1	Required	Enter the first line of street address for the Lobbying Registrant.
	Street 2	Optional	Enter the second line of street address for the Lobbying Registrant.
	City	Required	Enter the city of the Lobbying Registrant.
	State	Required	Select the appropriate state of the Lobbying Registrant.
	ZIP Code	Required	Enter the Zip Code (or ZIP+4) of the Lobbying Registrant.
10.b.	Individual Performing Services	Required	Provide the information for Individual Performing Services
	Prefix	Optional	Enter the prefix (e.g., Mr., Mrs., Miss), if appropriate, for the Individual Performing Services.
	First Name	Required	Enter the first name of the Individual Performing Services. This field is required.
	Middle Name	Optional	Enter the middle name of the Individual Performing Services.
	Last Name	Required	Enter the last name of the Individual Performing Services. This field is required.
	Suffix	Optional	Enter the suffix (e.g., Jr. Sr., PhD), if appropriate, for the Individual Performing Services.
	Street 1	Required	Enter the first line of street address for the Individual Performing Services.
	Street 2	Optional	Enter the second line of street address for the Individual Performing Services.
	City	Required	Enter the city of the Individual Performing Services.
	State	Required	Select the state for the address of the Individual Performing Services from this pull down menu.
	ZIP Code	Required	Enter the Zip Code (or ZIP+4) of the Individual Performing Services.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 4040-0013. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project, Washington, DC 20503.

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GENERAL AFFIRMATIONS

TO THE EXTENT APPLICABLE, Subrecipient affirms and agrees to the following, without exception:

1. Subrecipient represents and warrants that, in accordance with Section 2155.005 of the Texas Government Code, neither Subrecipient nor the firm, corporation, partnership, or institution represented by Subrecipient, or anyone acting for such a firm, corporation, partnership, or institution has (1) violated any provision of the Texas Free Enterprise and Antitrust Act of 1983, Chapter 15 of the Texas Business and Commerce Code, or the federal antitrust laws, or (2) communicated directly or indirectly the contents of this Contract or any solicitation response upon which this Contract is based to any competitor or any other person engaged in the same line of business as Subrecipient.*
2. Subrecipient shall not assign its rights under the Contract or delegate the performance of its duties under the Contract without prior written approval from the GLO. Any attempted assignment or delegation in violation of this provision is void and without effect. This provision does not apply to subcontracting.
3. If the Contract is for services, Subrecipient shall comply with Section 2155.4441 of the Texas Government Code, requiring the purchase of products and materials produced in the State of Texas in performing service contracts, but for contracts subject to 2 CFR 200, only to the extent such compliance is consistent with 2 CFR 200.319.
4. Under Section 231.006 of the Family Code, the vendor or applicant [Subrecipient] certifies that the individual or business entity named in this Contract, bid or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this Contract may be terminated and payment may be withheld if this certification is inaccurate, in addition to other remedies set out in Section 231.006(f) of the Family Code.*
5. A bid or an application for a contract, grant, or loan paid from state funds must include the name and social security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25 percent of the business entity submitting the bid or application. Subrecipient certifies it has submitted this information to the GLO.*
6. If the Contract is for a "cloud computing service" as defined by Texas Government Code Section 2157.007, then pursuant to Section 2054.0593(d)-(f) of the Texas Government Code, relating to cloud computing state risk and authorization management program, Subrecipient represents and warrants that it complies with the requirements of the state risk and authorization management program and Subrecipient agrees that throughout the term of the Contract it shall maintain its certifications and comply with the program requirements in the performance of the Contract.
7. If the Contract is for the purchase or lease of computer equipment, as defined by Texas Health and Safety Code Section 361.952(2), Subrecipient certifies that it is in compliance with Subchapter Y, Chapter 361 of the Texas Health and Safety Code, related to the Computer Equipment Recycling Program and the Texas Commission on Environmental Quality rules in Title 30 Texas Administrative Code Chapter 328.
8. If the Contract authorizes Subrecipient to access, transmit, use, or store data for the GLO, then in accordance with Section 2054.138 of the Texas Government Code, Subrecipient certifies that it will comply with the security controls required under this Contract and will

* This section does not apply to a contract with a "governmental entity" as defined in Texas Government Code Chapter 2251.

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maintain records and make them available to the GLO as evidence of Subrecipient's compliance with the required controls.

9. Subrecipient represents and warrants that it has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the Contract.

10. Subrecipient agrees that any payments due under the Contract shall be applied towards any debt or delinquency that is owed by Subrecipient to the State of Texas.

11. Upon request of the GLO, Subrecipient shall provide copies of its most recent business continuity and disaster recovery plans.

12. If the Contract is for consulting services governed by Texas Government Code Chapter 2254, Subchapter B, in accordance with Section 2254.033 of the Texas Government Code, relating to consulting services, Subrecipient certifies that it does not employ an individual who has been employed by the GLO or another agency at any time during the two years preceding the Subrecipient's submission of its offer to provide consulting services to the GLO or, in the alternative Subrecipient, in its offer to provide consulting services to the GLO, disclosed the following: (i) the nature of the previous employment with the GLO or other state agency; (ii) the date the employment was terminated; and (iii) the annual rate of compensation for the employment at the time of its termination.*

13. If the Contract is not for architecture, engineering, or construction services, then except as otherwise provided by statute, rule, or regulation, Subrecipient must use the dispute resolution process provided for in Chapter 2260 of the Texas Government Code to attempt to resolve any dispute arising under the Contract. NOTHING IN THIS SECTION SHALL BE CONSTRUED AS A WAIVER OF SOVEREIGN IMMUNITY BY THE GLO OR, IF APPLICABLE, OF GOVERNMENTAL IMMUNITY BY SUBRECIPIENT.

14. If the Contract is for architecture, engineering, or construction services, then subject to Texas Government Code Section 2260.002 and Texas Civil Practice and Remedies Code Chapter 114, and except as otherwise provided by statute, rule, or regulation, Subrecipient shall use the dispute resolution process provided for in Chapter 2260 of the Texas Government Code to attempt to resolve all disputes arising under this Contract. Except as otherwise provided by statute, rule, or regulation, in accordance with the Texas Civil Practice and Remedies Code, Section 114.005, claims encompassed by Texas Government Code, Section 2260.002(3) and Texas Civil Practice and Remedies Code Section 114.002 shall be governed by the dispute resolution process set forth below in subsections (a)-(d). NOTHING IN THIS SECTION SHALL BE CONSTRUED AS A WAIVER OF SOVEREIGN IMMUNITY BY THE GLO OR, IF APPLICABLE, OF GOVERNMENTAL IMMUNITY BY SUBRECIPIENT.

    a. Notwithstanding Texas Government Code, Chapter 2260.002(3) and Chapter 114.012 and any other statute or applicable law, if Subrecipient's claim for breach of contract cannot be resolved by the Parties in the ordinary course of business, Subrecipient may make a claim against the GLO for breach of contract and the GLO may assert a counterclaim against Subrecipient as is contemplated by Texas Government Code, Chapter 2260, Subchapter B. In such event, Subrecipient must provide written notice to the GLO of a claim for breach of the Contract not later than the 180th day after the date

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of the event giving rise to the claim. The notice must state with particularity: (1) the nature of the alleged breach; (2) the amount Subrecipient seeks as damages; and (3) the legal theory of recovery.

b. The chief administrative officer, or if designated in the Contract, another officer of the GLO, shall examine the claim and any counterclaim and negotiate with Subrecipient in an effort to resolve them. The negotiation must begin no later than the 120th day after the date the claim is received, as is contemplated by Texas Government Code, Chapter 2260, Section 2260.052.

c. If the negotiation under paragraph (b) above results in the resolution of some disputed issues by agreement or in a settlement, the Parties shall reduce the agreement or settlement to writing and each Party shall sign the agreement or settlement. A partial settlement or resolution of a claim does not waive a Party's rights under this Contract as to the parts of the claim that are not resolved.

d. If a claim is not entirely resolved under paragraph (b) above, on or before the 270th day after the date the claim is filed with the GLO, unless the Parties agree in writing to an extension of time, the Parties may agree to mediate a claim made under this dispute resolution procedure. This dispute resolution procedure is Subrecipient's sole and exclusive process for seeking a remedy for an alleged breach of contract by the GLO if the Parties are unable to resolve their disputes as described in this section.

e. Nothing in the Contract shall be construed as a waiver of the state's or the GLO's sovereign immunity, or, if applicable, the governmental immunity of Subrecipient. This Contract shall not constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to the State of Texas or Subrecipient. The failure to enforce, or any delay in the enforcement, of any privileges, rights, defenses, remedies, or immunities available to the State of Texas or, if applicable, of Subrecipient under this Contract or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies or immunities or be considered as a basis for estoppel. The GLO does not waive any privileges, rights, defenses, or immunities available to it by entering into this Contract or by its conduct, or by the conduct of any representative of the GLO, prior to or subsequent to entering into this Contract. Subrecipient does not waive any privileges, rights, defenses, or immunities available to it by entering into this Contract or by its conduct, or by the conduct of any representative of the GLO, prior to or subsequent to entering into this Contract.

f. Except as otherwise provided by statute, rule, or regulation, compliance with the dispute resolution process provided for in Texas Government Code, Chapter 2260, subchapter B and incorporated by reference in subsection (a)-(d) above is a condition precedent to the Subrecipient: (1) filing suit pursuant to Chapter 114 of the Civil Practices and Remedies Code; or (2) initiating a contested case hearing pursuant to Subchapter C of Chapter 2260 of the Texas Government Code.

15. If Chapter 2271 of the Texas Government Code applies to this Contract, Subrecipient verifies that it does not boycott Israel and will not boycott Israel during the term of the Contract.*

16. This Contract is contingent upon the continued availability of lawful appropriations by the Texas Legislature. Subrecipient understands that all obligations of the GLO under this

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Contract are subject to the availability of funds. If such funds are not appropriated or become unavailable, the GLO may terminate the Contract. The Contract shall not be construed as creating a debt on behalf of the GLO in violation of Article III, Section 49a of the Texas Constitution.

17. Subrecipient certifies that it is not listed in the prohibited vendors list authorized by Executive Order 13224, "Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism", published by the United States Department of the Treasury, Office of Foreign Assets Control.

18. In accordance with Section 669.003 of the Texas Government Code, relating to contracting with the executive head of a state agency, Subrecipient certifies that it is not (1) the executive head of the GLO, (2) a person who at any time during the four years before the effective date of the Contract was the executive head of the GLO, or (3) a person who employs a current or former executive head of the GLO.

19. Subrecipient represents and warrants that all statements and information prepared and submitted in connection with this Contract are current, complete, true, and accurate. Submitting a false statement or making a material misrepresentation during the performance of this Contract is a material breach of contract and may void the Contract or be grounds for its termination.

20. Pursuant to Section 2155.004(a) of the Texas Government Code, Subrecipient certifies that neither Subrecipient nor any person or entity represented by Subrecipient has received compensation from the GLO to participate in the preparation of the specifications or solicitation on which this Contract is based. Under Section 2155.004(b) of the Texas Government Code, Subrecipient certifies that the individual or business entity named in this Contract is not ineligible to receive the specified Contract and acknowledges that the Contract may be terminated and payment withheld if this certification is inaccurate. This Section does not prohibit Subrecipient from providing free technical assistance.*

21. Subrecipient represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.*

22. In accordance with Section 2252.901 of the Texas Government Code, for the categories of contracts listed in that section, Subrecipient represents and warrants that none of its employees including, but not limited to, those authorized to provide services under the contract, were employees of the GLO during the twelve (12) month period immediately prior to the date of execution of the contract. Solely for professional services contracts as described by Chapter 2254 of the Texas Government Code, Subrecipient further represents and warrants that if a former employee of the GLO was employed by Subrecipient within one year of the employee's leaving the GLO, then such employee will not perform services on projects with Subrecipient that the employee worked on while employed by the GLO.*

23. The Contract shall be governed by and construed in accordance with the laws of the State of Texas, without regard to the conflicts of law provisions. The venue of any suit arising under the Contract is fixed in any court of competent jurisdiction of Travis County, Texas, unless the specific venue is otherwise identified in a statute which directly names or otherwise identifies its applicability to any Party.

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24. IF THE CONTRACT IS NOT FOR ARCHITECTURE OR ENGINEERING SERVICES GOVERNED BY TEXAS GOVERNMENT CODE CHAPTER 2254, SUBRECIPIENT, TO THE EXTENT ALLOWED BY LAW, SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND THE GLO, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES ARISING OUT OF, OR RESULTING FROM ANY ACTS OR OMISSIONS OF SUBRECIPIENT OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE CONTRACT AND ANY PURCHASE ORDERS ISSUED UNDER THE CONTRACT. THE DEFENSE SHALL BE COORDINATED BY SUBRECIPIENT WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND SUBRECIPIENT MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL. SUBRECIPIENT AND THE GLO SHALL FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.*

25. IF THE CONTRACT IS FOR ARCHITECTURE OR ENGINEERING SERVICES GOVERNED BY TEXAS GOVERNMENT CODE CHAPTER 2254, SUBRECIPIENT, TO THE EXTENT ALLOWED BY LAW, SHALL INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND THE GLO, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED DAMAGES, COSTS, ATTORNEY FEES, AND EXPENSES TO THE EXTENT CAUSED BY, ARISING OUT OF, OR RESULTING FROM ANY ACTS OF NEGLIGENCE, INTENTIONAL TORTS, WILLFUL MISCONDUCT, PERSONAL INJURY OR DAMAGE TO PROPERTY, AND/OR OTHERWISE RELATED TO SUBRECIPIENT'S PERFORMANCE, AND/OR FAILURES TO PAY A SUBCONTRACTOR OR SUPPLIER BY THE SUBRECIPIENT OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, CONSULTANTS UNDER CONTRACT TO SUBRECIPIENT, OR ANY OTHER ENTITY OVER WHICH SUBRECIPIENT EXERCISES CONTROL, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE CONTRACT. THE DEFENSE SHALL BE COORDINATED BY SUBRECIPIENT WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND SUBRECIPIENT MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL. SUBRECIPIENT AND THE GLO SHALL FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.*

26. TO THE EXTENT ALLOWED BY LAW, SUBRECIPIENT SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE GLO AND THE STATE OF TEXAS FROM AND AGAINST ANY AND ALL CLAIMS, VIOLATIONS, MISAPPROPRIATIONS OR INFRINGEMENT OF ANY PATENT, TRADEMARK, COPYRIGHT, TRADE SECRET OR OTHER INTELLECTUAL PROPERTY RIGHTS AND/OR OTHER INTANGIBLE

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PROPERTY, PUBLICITY OR PRIVACY RIGHTS, AND/OR IN CONNECTION WITH OR ARISING FROM: (1) THE PERFORMANCE OR ACTIONS OF SUBRECIPIENT PURSUANT TO THIS CONTRACT; (2) ANY DELIVERABLE, WORK PRODUCT, CONFIGURED SERVICE OR OTHER SERVICE PROVIDED HEREUNDER; AND/OR (3) THE GLO'S AND/OR SUBRECIPIENT'S USE OF OR ACQUISITION OF ANY REQUESTED SERVICES OR OTHER ITEMS PROVIDED TO THE GLO BY SUBRECIPIENT OR OTHERWISE TO WHICH THE GLO HAS ACCESS AS A RESULT OF SUBRECIPIENT'S PERFORMANCE UNDER THE CONTRACT. SUBRECIPIENT AND THE GLO SHALL FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM. SUBRECIPIENT SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE, INCLUDING ATTORNEYS' FEES. THE DEFENSE SHALL BE COORDINATED BY SUBRECIPIENT WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL (OAG) WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND SUBRECIPIENT MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM OAG. IN ADDITION, SUBRECIPIENT WILL REIMBURSE THE GLO AND THE STATE OF TEXAS FOR ANY CLAIMS, DAMAGES, COSTS, EXPENSES OR OTHER AMOUNTS, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES AND COURT COSTS, ARISING FROM ANY SUCH CLAIM. IF THE GLO DETERMINES THAT A CONFLICT EXISTS BETWEEN ITS INTERESTS AND THOSE OF SUBRECIPIENT OR IF THE GLO IS REQUIRED BY APPLICABLE LAW TO SELECT SEPARATE COUNSEL, THE GLO WILL BE PERMITTED TO SELECT SEPARATE COUNSEL AND SUBRECIPIENT WILL PAY ALL REASONABLE COSTS OF THE GLO'S COUNSEL.*

27. Subrecipient has disclosed in writing to the GLO all existing or known potential conflicts of interest relative to the performance of the Contract.

28. Sections 2155.006 and 2261.053 of the Texas Government Code prohibit state agencies from accepting a solicitation response or awarding a contract that includes proposed financial participation by a person who, in the past five years, has been convicted of violating a federal law or assessed a penalty in connection with a contract involving relief for Hurricane Rita, Hurricane Katrina, or any other disaster, as defined by Section 418.004 of the Texas Government Code, occurring after September 24, 2005. Under Sections 2155.006 and 2261.053 of the Texas Government Code, Subrecipient certifies that the individual or business entity named in this Contract is not ineligible to receive the specified Contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.*

29. The person executing this Contract certifies that he/she is duly authorized to execute this Contract on his/her own behalf or on behalf of Subrecipient and legally empowered to contractually bind Subrecipient to the terms and conditions of the Contract and related documents.

30. If the Contract is for architectural or engineering services, pursuant to Section 2254.0031 of the Texas Government Code, which incorporates by reference Section 271.904(d) of the Texas Local Government Code, Subrecipient shall perform services (1) with professional skill and care ordinarily provided by competent engineers or architects practicing under the same or similar circumstances and professional license, and (2) as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer or architect.*

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31. The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the Contract or indirectly through a subcontract under the Contract. The acceptance of funds directly under the Contract or indirectly through a subcontract under the Contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit. Subrecipient shall ensure that this paragraph concerning the authority to audit funds received indirectly by subcontractors through the Contract and the requirement to cooperate is included in any subcontract it awards. The GLO may unilaterally amend the Contract to comply with any rules and procedures of the state auditor in the implementation and enforcement of Section 2262.154 of the Texas Government Code.

32. Subrecipient certifies that neither it nor its principals are debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from participation in the Contract by any state or federal agency.

33. If the Contract is for the purchase or lease of covered television equipment, as defined by Section 361.971(3) of the Texas Health and Safety Code, Subrecipient certifies its compliance with Subchapter Z, Chapter 361 of the Texas Health and Safety Code, related to the Television Equipment Recycling Program.

34. Pursuant to Section 572.069 of the Texas Government Code, Subrecipient certifies it has not employed and will not employ a former state officer or employee who participated in a procurement or contract negotiations for the GLO involving Subrecipient within two (2) years after the date that the contract is signed or the procurement is terminated or withdrawn. This certification only applies to former state officers or employees whose state service or employment ceased on or after September 1, 2015.

35. The GLO shall post this Contract to the GLO's website. Subrecipient understands that the GLO will comply with the Texas Public Information Act (Texas Government Code Chapter 552, the "PIA"), as interpreted by judicial rulings and opinions of the Attorney General of the State of Texas (the "Attorney General"). Information, documentation, and other material in connection with this Contract may be subject to public disclosure pursuant to the PIA. In accordance with Section 2252.907 of the Texas Government Code, Subrecipient is required to make any information created or exchanged with the GLO or the State of Texas pursuant to the Contract, and not otherwise excepted from disclosure under the PIA, available to the GLO in portable document file (".pdf") format or any other format agreed upon between the Parties that is accessible by the public at no additional charge to the GLO or the State of Texas. By failing to mark any information that Subrecipient believes to be excepted from disclosure as "confidential" or a "trade secret," Subrecipient waives any and all claims it may make against the GLO for releasing such information without prior notice to Subrecipient. The Attorney General will ultimately determine whether any information may be withheld from release under the PIA. Subrecipient shall notify the GLO's Office of General Counsel within twenty-four (24) hours of receipt of any third-party written requests for information and forward a copy of said written requests to PIALegal@glo.texas.gov. If a request for information was not written, Subrecipient shall forward the third party's contact information to the above-designated e-mail address.

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36. The GLO does not tolerate any type of fraud. GLO policy promotes consistent, legal, and ethical organizational behavior by assigning responsibilities and providing guidelines to enforce controls. Any violations of law, agency policies, or standards of ethical conduct will be investigated, and appropriate actions will be taken. Subrecipient must report any possible fraud, waste, or abuse that occurs in connection with the Contract to the GLO in the manner prescribed by the GLO's website, http://glo.texas.gov.
37. If Subrecipient, in its performance of the Contract, has access to a state computer system or database, Subrecipient must complete a cybersecurity training program certified under Texas Government Code Section 2054.519, as selected by the GLO. Subrecipient must complete the cybersecurity training program during the initial term of the Contract and during any renewal period. Subrecipient must verify in writing to the GLO its completion of the cybersecurity training program.
38. Under Section 2155.0061, Texas Government Code, Subrecipient certifies that the entity named in this Contract is not ineligible to receive the specified Contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.*
39. Subrecipient certifies that it does not require its customers to provide any documentation certifying the customer's COVID-19 vaccination or post-transmission recovery on entry to, to gain access to, or to receive service from Subrecipient's business. Subrecipient acknowledges that such a vaccine or recovery requirement would make Subrecipient ineligible for a state-funded contract.
40. Pursuant to Government Code Section 2274.0102, Subrecipient certifies that neither it nor its parent company, nor any affiliate of Subrecipient or its parent company, is: (1) majority owned or controlled by citizens or governmental entities of China, Iran, North Korea, Russia, or any other country designated by the Governor under Government Code Section 2274.0103, or (2) headquartered in any of those countries.*
41. If Subrecipient is required to make a verification pursuant to Section 2274.002 of the Texas Government Code, Subrecipient verifies that Subrecipient does not boycott energy companies and will not boycott energy companies during the term of the Contract. If Subrecipient does not make that verification, Subrecipient must notify the GLO and state why the verification is not required.*
42. If Subrecipient is required to make a verification pursuant to Section 2274.002 of the Texas Government Code, Subrecipient verifies that it (1) does not have a practice, policy, guidance, or directive that discriminates against a "firearm entity" or "firearm trade association" as those terms are defined in Texas Government Code section 2274.001 and (2) will not discriminate during the term of the Contract against a firearm entity or firearm trade association. If Subrecipient does not make that verification, Subrecipient must notify the GLO and state why the verification is not required.*
43. If Subrecipient is a "professional sports team" as defined by Texas Occupations Code Section 2004.002, Subrecipient will play the United States national anthem at the beginning of each team sporting event held at Subrecipient's home venue or other venue controlled by Subrecipient for the event. Failure to comply with this obligation constitutes a default of this Contract, and immediately subjects Subrecipient to the penalties for default, such as repayment of money received or ineligibility for additional money. In addition, Subrecipient

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may be debarred from contracting with the State. The GLO or the Attorney General may strictly enforce this provision.*

44. To the extent Section 552.371 of the Texas Government Code applies to Subrecipient and the Contract, in accordance with Section 552.372 of the Texas Government Code, Subrecipient must (a) preserve all contracting information related to the Contract in accordance with the records retention requirements applicable to the GLO for the duration of the Contract, (b) no later than the tenth business day after the date of the GLO's request, provide to the GLO any contracting information related to the Contract that is in Subrecipient's custody or possession, and (c) on termination or expiration of the Contract, either (i) provide to the GLO at no cost all contracting information related to the Contract that is in Subrecipient's custody or possession or (ii) preserve the contracting information related to the Contract in accordance with the records retention requirements applicable to the GLO. Except as provided by Section 552.374(c) of the Texas Government Code, the requirements of Subchapter J, Chapter 552, Government Code, may apply to the Contract and Subrecipient agrees that the Contract may be terminated if Subrecipient knowingly or intentionally fails to comply with a requirement of that subchapter.*
45. If the Contract is for consulting services governed by Chapter 2254 of the Texas Government Code, Subrecipient, upon completion of the Contract, must give the GLO a compilation, in a digital medium agreed to by the Parties, of all documents, films, recordings, or reports Subrecipient compiled in connection with its performance under the Contract.*
46. If subject to 2 CFR 200.216, Subrecipient shall not obligate or expend funding provided under this Contract to: (a) procure or obtain; (b) extend or renew a contract to procure or obtain; or (c) enter into a contract to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services, as defined in Public Law 115-232, Section 889, as a substantial or essential component of any system, or as critical technology as part of any system.
47. To the extent Texas Government Code Chapter 2252, Subchapter G applies to the Contract, any iron or steel product Subrecipient uses in in its performance of the Contract that is produced through a manufacturing process, as defined in Section 2252.201(2) of the Texas Government Code, must be produced in the United States.

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NONEXCLUSIVE LIST OF APPLICABLE LAWS, RULES, AND REGULATIONS

If applicable to the Project, Subrecipient must be in compliance with the following laws, rules, and regulations, as may be amended or superseded over time, and any other state, federal, or local laws, rules, and regulations as may become applicable throughout the term of the Contract, and Subrecipient acknowledges that this list may not include all such applicable laws, rules, and regulations.

Subrecipient is deemed to have read and understands the requirements of each of the following, if applicable to the Project under this Contract:

GENERALLY

The Acts and Regulations specified in this Contract;

Supplemental Appropriations for Disaster Relief Act, 2018 (Public Law 115-254);

Additional Supplemental Appropriations for Disaster Relief Act, 2019 (Public Law 116-20);

The Housing and Community Development Act of 1974 (12 U.S.C. § 5301 *et seq*.);

The United States Housing Act of 1937, as amended, 42 U.S.C. § 1437f(o)(13) (2016) and related provisions governing Public Housing Authority project-based assistance, and implementing regulations at 24 C.F.R. Part 983 (2016);

Cash Management Improvement Act regulations (31 C.F.R. Part 205);

Community Development Block Grants (24 C.F.R. Part 570);

Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 C.F.R. Part 200);

Disaster Recovery Implementation Manual; and

State of Texas CDBG-DR Action Plan: 2018 South Texas Floods, approved by HUD on October 15, 2020, as amended.

CIVIL RIGHTS

Title VI of the Civil Rights Act of 1964, (42 U.S.C. § 2000d *et seq*.); 24 C.F.R. Part l, "Nondiscrimination in Federally Assisted Programs of the Department of Housing and Urban Development - Effectuation of Title VI of the Civil Rights Act of 1964";

Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972 (42 U.S.C. § 2000e, *et seq*.);

Title VIII of the Civil Rights Act of 1968, "The Fair Housing Act of 1968" (42 U.S.C. § 3601, *et seq*.), as amended;

Executive Order 11063, as amended by Executive Order 12259, and 24 C.F.R. Part 107, "Nondiscrimination and Equal Opportunity in Housing under Executive Order 11063"; The failure or refusal of Subrecipient to comply with the requirements of Executive Order 11063 or 24 C.F.R. Part 107 shall be a proper basis for the imposition of sanctions specified in 24 C.F.R. 107.60;

The Age Discrimination Act of 1975 (42 U.S.C. § 6101, *et seq*.); and

Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794.) and "Nondiscrimination

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Based on Handicap in Federally-Assisted Programs and Activities of the Department of Housing and Urban Development", 24 C.F.R. Part 8. By signing this Contract, Subrecipient understands and agrees that the activities funded shall be performed in accordance with 24 C.F.R. Part 8; and the Architectural Barriers Act of 1968 (42 U.S.C. § 4151, *et seq*.), including the use of a telecommunications device for deaf persons (TDDs) or equally effective communication system.

LABOR STANDARDS

The Davis-Bacon Act, as amended (originally, 40 U.S.C. §§ 276a-276a-5 and re-codified at 40 U.S.C. §§ 3141-3148); 29 C.F.R. Part 5;

The Copeland "Anti-Kickback" Act (originally, 18 U.S.C. § 874 and re-codified at 40 U.S.C. § 3145): 29 C.F.R. Part 3;

Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (originally, 40 U.S.C. §§ 327A and 330 and re-codified at 40 U.S.C. §§ 3701-3708);

Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act) (29 C.F.R. Part 5); and

Federal Executive Order 11246, as amended.

EMPLOYMENT OPPORTUNITIES

Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. § 1701u): 24 C.F.R. Part 75;

The Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. § 4212);

Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681-1688); and

Federal Executive Order 11246, as amended.

GRANT AND AUDIT STANDARDS

Single Audit Act Amendments of 1996, 31 U.S.C. § 7501;

Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 C.F.R. Part 200);

Uniform Grant and Contract Management Act (Texas Government Code Chapter 783) and the Uniform Grant Management Standards, issued by Governor's Office of Budget and Planning; and

Title 1 Texas Administrative Code § 5.167(c).

LEAD-BASED PAINT

Section 302 of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. § 4831(b)).

HISTORIC PROPERTIES

The National Historic Preservation Act of 1966 as amended (16 U.S.C. § 470, *et seq.*), particularly sections 106 and 110 (16 U.S.C. §§ 470 and 470h-2), except as provided in §58.17 for Section 17 projects;

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Executive Order 11593, Protection and Enhancement of the Cultural Environment, May 13, 1971 (36 FR 8921), 3 C.F.R., 1971-1975 Comp., p. 559, particularly section 2(c);

Federal historic preservation regulations as follows: 36 C.F.R. Part 800 with respect to HUD programs; and

The Reservoir Salvage Act of 1960, as amended by the Archeological and Historic Preservation Act of 1974 (16 U.S.C. § 469, *et seq.)*, particularly section 3 (16 U.S.C. § 469a-1).

ENVIRONMENTAL LAW AND AUTHORITIES

Environmental Review Procedures for Recipients assuming HUD Environmental Responsibilities (24 C.F.R. Part 58, as amended);

National Environmental Policy Act of 1969, as amended (42 U.S.C. §§ 4321-4347); and

Council for Environmental Quality Regulations for Implementing NEPA (40 C.F.R. Parts 1500-1508).

FLOODPLAIN MANAGEMENT AND WETLAND PROTECTION

Executive Order 11988, Floodplain Management, May 24, 1977 (42 FR 26951), 3 C.F.R., 1977 Comp., p. 117, as interpreted in HUD regulations at 24 C.F.R. Part 55, particularly Section 2(a) of the Order (For an explanation of the relationship between the decision-making process in 24 C.F.R. Part 55 and this part, see § 55.10.); and

Executive Order 11990, Protection of Wetlands, May 24, 1977 (42 FR 26961), 3 C.F.R., 1977 Comp., p. 121 particularly Sections 2 and 5.

COASTAL ZONE MANAGEMENT

The Coastal Zone Management Act of 1972 (16 U.S.C. § 1451, *et seq.*), as amended, particularly sections 307(c) and (d) (16 U.S.C. § 1456(c) and (d)).

SOLE SOURCE AQUIFERS

The Safe Drinking Water Act of 1974 (42 U.S.C. §§ 201, 300(f), *et seq.*, and 21 U.S.C. § 349) as amended; particularly section 1424(e)(42 U.S.C. § 300h-3(e)); and

Sole Source Aquifers (Environmental Protection Agency-40 C.F.R. part 149.).

ENDANGERED SPECIES

The Endangered Species Act of 1973 (16 U.S.C. § 1531, *et seq.*) as amended, particularly section 7 (16 U.S.C. § 1536).

WILD AND SCENIC RIVERS

The Wild and Scenic Rivers Act of 1968 (16 U.S.C. § 1271, *et seq.*) as amended, particularly sections 7(b) and (c) (16 U.S.C. § 1278(b) and (c)).

AIR QUALITY

The Clean Air Act (42 U.S.C. § 7401, *et seq.*) as amended, particularly sections 176(c) and (d) (42 U.S.C. §7506(c) and (d)).

Determining Conformity of Federal Actions to State or Federal Implementation Plans (Environmental Protection Agency-40 C.F.R. Parts 6, 51, and 93).

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FARMLAND PROTECTION

Farmland Protection Policy Act of 1981 (7 U.S.C. § 4201, *et seq.*) particularly sections 1540(b) and 1541 (7 U.S.C. §§ 4201(b) and 4202); and

Farmland Protection Policy (Department of Agriculture-7 C.F.R. part 658).

HUD ENVIRONMENTAL STANDARDS

Applicable criteria and standards specified in HUD environmental regulations (24 C.F.R. Part 51)(other than the runway clear zone and clear zone notification requirement in 24 C.F.R. § 51.303(a)(3); and

HUD Notice 79-33, Policy Guidance to Address the Problems Posed by Toxic Chemicals and Radioactive Materials, September 10, 1979.

ENVIRONMENTAL JUSTICE

Executive Order 12898 of February 11, 1994—Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, (59 FR 7629), 3 C.F.R., 1994 Comp. p. 859.

SUSPENSION AND DEBARMENT

Use of debarred, suspended, or ineligible contractors or subrecipients (24 C.F.R. § 570.609);

General HUD Program Requirements; Waivers (24 C.F.R. Part 5); and

Nonprocurement Suspension and Debarment (2 C.F.R. Part 2424).

OTHER REQUIREMENTS

Environmental Review Procedures for Entities Assuming HUD Environmental Responsibilities (24 C.F.R. Part 58).

ACQUISITION / RELOCATION

The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601, *et seq.*), 24 C.F.R. Part 42, and 24 C.F.R. § 570.606.

FAITH-BASED ACTIVITIES

Executive Order 13279 of December 12, 2002 - Equal Protection of the Laws for Faith-Based and Community Organizations, (67 FR 77141), as amended by Executive Order 13559, Fundamental Principles and Policymaking Criteria for Partnerships with Faith-Based and Other Neighborhood Organizations and HUD regulations at 24 C.F.R. 570.200(j).

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SPECIAL CONDITIONS

Throughout the term of the Contract and prior to the release of any grant funds for the Projects or Activities anticipated, Subrecipient must be in compliance with the following Special Conditions, if applicable to a Project or Activity, and any other State, Federal, or local laws, rules, and regulations as may be applicable.

Subrecipient is deemed to have read and to understand the requirements of each of the following, if applicable to the Project or any Activity under this Contract.

A. REIMBURSEMENT, GENERALLY

As provided for in Public Law 115-254 and Public Law 116-20, the Contract funds may not be used for Activities that are eligible to be reimbursed by, or for which funds are made available by, (a) the Federal Emergency Management Agency (FEMA); (b) the Army Corps of Engineers (Corps); (c) any other federal funding source; or (d) covered by insurance, and Subrecipient shall ensure compliance with all such requirements.

B. NATIONAL FLOOD INSURANCE PROGRAM COMPLIANCE

1. Subrecipient must provide documentation that indicates they have received approval from the Texas Water Development Board (TWDB), which is the National Flood Insurance Program (NFIP) State Coordinating Agency, reflecting that appropriate ordinances or orders necessary for Subrecipient to be eligible to participate in the NFIP have been adopted.
2. When Activities specified in a Performance Statement involve structures that are located within a Special Flood Hazard Area (SFHA), flood insurance may be required. If required, Subrecipient shall obtain such insurance and shall maintain documentation evidencing compliance with such requirements.
3. Subrecipient acknowledges and agrees that, if any property that is the subject of an Activity under this Contract is located within a floodplain, the following terms and conditions shall apply:
    a. Under the Flood Disaster Protection Act of 1973, as amended (42 U.S.C. §§ 4001-4128), Federal financial assistance for acquisition and construction purposes (including rehabilitation) may not be used in an area identified by FEMA as having special flood hazards, unless the following is true:
        i. The community in which the area is situated is participating in the NFIP or less than one (1) year has passed since the FEMA notification regarding such hazards; and
        ii. If the community is participating in the NFIP, flood insurance protection is to be obtained as a condition of the approval of financial assistance to the property owner.
    b. If the community is participating in the NFIP and the recipient provides financial assistance for acquisition or construction purposes (including rehabilitation) for property located in an area identified by FEMA as having special flood hazards, Subrecipient is responsible for ensuring that flood insurance under the NFIP is obtained and maintained.
    c. Under Section 582 of the National Flood Insurance Reform Act of 1994, 42 U.S.C. § 5154a, HUD disaster assistance that is made available in a special flood hazard area may not be used to make a payment (including any loan assistance payment) to a person for repair, replacement, or restoration for flood damage to any personal, residential, or commercial property if the following is true:
        i. The person had previously received Federal flood disaster assistance conditioned on obtaining and maintaining flood insurance; and
        ii. The person failed to obtain and maintain flood insurance.

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d. Subrecipient understands and agrees that it has a responsibility to inform homeowners receiving disaster assistance that triggers the flood-insurance purchase requirement of the following:

i. The homeowners have a statutory responsibility to notify any transferee of the requirement to obtain and maintain flood insurance; and

ii. The transferring owner may be liable if he or she fails to do so.

C. PROJECT MAPPING/DESIGN INFORMATION

For construction projects, Subrecipient shall require and maintain copies, in written and/or digital format, of final Project record drawing(s) and engineering schematics, as constructed.

D. WATER SYSTEM IMPROVEMENTS

1. Prior to the GLO's release of funds for the construction of any water system improvements, Subrecipient shall provide certification to the GLO of the following:

   a. The plans, specifications, and related documents for the specified water system improvements have been prepared by the engineer selected for such Activities or by the engineer's duly authorized representative; and

   b. The review of such plans, specifications, and related documents meets the applicable Texas Commission on Environmental Quality (TCEQ) review requirements described in Title 30 of the Texas Administrative Code.

2. Prior to construction, Subrecipient shall provide documentation to the GLO showing that an approved new or amended Certificate of Convenience and Necessity (CCN), or the equivalent permit or authority for the area to be served, has been issued by the TCEQ.

3. Prior to Subrecipient's submission of the Project Completion Report for any water system improvements described in Attachment A, as amended, Subrecipient shall provide a letter from the TCEQ that the constructed well is approved for interim use and may be temporarily placed into service pursuant to Title 30, Chapter 290, Subchapter D, of the Texas Administrative Code.

E. SEWER SYSTEM IMPROVEMENTS

Prior to the construction of any sewer system improvements described in Attachment A, as amended, Subrecipient shall provide certification to the GLO that the plans, specifications, and related documents for the specified sewer system improvements have been prepared by the engineer selected for such Activities or by the engineer's duly authorized representative and have been properly submitted to the TCEQ for review and approval in accordance with the administrative requirements of Title 30, Section 217.6, of the Texas Administrative Code.

Further, prior to the construction of any sewer lines or additional service connections described in Attachment A, as amended, Subrecipient shall provide notification to the GLO of the start of construction on any sewer treatment plant or other system-related improvements included in this Contract.

F. WASTEWATER TREATMENT CONSTRUCTION

Prior to incurring costs for any wastewater treatment construction in Attachment A, as amended, Subrecipient shall provide documentation of an approved permit or amendment(s) to an existing permit for such Activities from the TCEQ's Water Quality Division.

In addition, Subrecipient shall provide documentation to the GLO indicating that an approved new or amended CCN, or equivalent permit or authority for the area to be served, has been issued by the TCEQ as required by Title 16, Chapter 24, Subchapter H, of the Texas Administrative Code.

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G. ON-SITE SEWAGE FACILITIES (OSSF) IMPROVEMENTS

1. Subrecipient shall provide documentation indicating that final plans, specifications, and installation of its OSSF improvements have been reviewed and approved by the City or County Health Department, as applicable, through authority granted by the TCEQ.
2. Subrecipient shall mitigate all existing OSSF in accordance with Title 30, Section 285.36(b), of the Texas Administrative Code.
3. Prior to the selection of program recipients for proposed OSSF improvements, Subrecipient shall provide a copy of its proposed program guidelines to the GLO for review. All proposed OSSF programs must meet or exceed guidelines set forth in Title 30, Chapter 285, Subchapter D, of the Texas Administrative Code.

H. BUILDING CONSTRUCTION

Subrecipient shall provide documentation indicating that the construction of a new building or facilities is in compliance with the Texas Accessibility Standards adopted under the Architectural Barriers Act (Chapter 469 of the Texas Government Code) and the Texas Department of Licensing and Regulation (TDLR) Architectural Barriers Administrative Rules (Title 16, Chapter 68, of the Texas Administrative Code). If estimated construction costs exceed Fifty Thousand Dollars ($50,000.00), construction documents must be submitted to the TDLR for an accessibility plan review.

I. BRIDGE CONSTRUCTION/REHABILITATION

Subrecipient shall use the minimum design requirements of the Texas Department of Transportation (TxDOT) for bridge construction/rehabilitation. Final plans and specifications must be submitted to TxDOT for review and approval prior to the start of construction in accordance with Section 201.084 of the Transportation Code, and documentation of such approval must be provided to the GLO.

J. DISASTER SHELTERS

Subrecipient shall ensure that the primary purpose of the facility, as described in Attachment A, as amended, is to serve as a disaster shelter and shall ensure the facility is operated at all times in a manner that ensures that the priority use is to serve as a disaster shelter regardless of any other scheduled uses or commitments that exist at the time of a disaster or emergency situation. In addition, Subrecipient shall prepare or be incorporated into an approved emergency management plan, as prescribed by the Texas Division of Emergency Management, identifying the shelter as a facility that provides short-term lodging for evacuees during and immediately after an emergency situation. Subrecipient shall submit a copy of Subrecipient's Emergency Management Plan Annex for Shelter and Mass Care to the GLO.

K. DEBRIS REMOVAL

Subrecipient shall ensure that any debris to be removed consists primarily of vegetation, construction and demolition materials from damaged or destroyed structures, and personal property. Only debris identified as the responsibility of the local jurisdiction will be eligible for the reimbursement of the cost of removal.

Prior to beginning debris-collection operations, Subrecipient shall address all pertinent environmental concerns, adhere to all applicable regulations, and obtain all required permits. Further, Subrecipient shall adhere to the methods described herein for the collection and storage of debris prior to proper disposal.

Whereas construction and demolition debris may be collected and disposed of at an appropriately rated landfill, woody and/or vegetative debris must be stored prior to disposal by use of temporary debris storage and reduction sites (TDSR). Subrecipient will prepare and operate the TDSR sites, or

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local jurisdictions choosing to conduct their own debris operations may review Chapter 7 of the FEMA Debris Management Guide regarding the use of TDSR sites. This document may be obtained at https://www.fema.gov/pdf/government/grant/pa/demagde.pdf.

In order to maintain the life expectancy of landfills, Subrecipients disposing of woody and/or vegetative debris must choose burning, chipping, or grinding as the method of disposal. Any project disposing of woody and/or vegetative debris must be approved in writing by the GLO.

L. USE OF BONDS

Subrecipient must notify the GLO of its issuance and sale of bonds for completion of the Project funded under this Contract.

M. PROGRAM GUIDELINES

Prior to the selection of program beneficiaries, Subrecipient shall provide to the GLO, for GLO review and approval, a copy of its proposed guidelines for the program. The guidelines must meet or exceed to requirements in the applicable Federal Register notices. The guidelines must include provisions for compliance with the Federal Fire Prevention and Control Act of 1974 (which requires that any housing unit rehabilitated with grant funds be protected by a hard-wired or battery-operated smoke detector) and provisions for compliance with 24 C.F.R. Part 35 (HUD lead-based paint regulation).

N. AFFORDABILITY PERIODS FOR SINGLE-FAMILY HOUSING REHABILITATION, RECONSTRUCTION, OR NEW CONSTRUCTION ASSISTANCE

For single-family non-rental housing assistance provided by Subrecipient, Subrecipient shall implement a minimum* three-year (3-year) affordability period during which the homeowner must occupy the home as a principal place of residence, guaranteed by an unsecured forgivable promissory note.

O. UNSECURED FORGIVABLE PROMISSORY NOTE

Housing rehabilitation or reconstruction assistance provided by Subrecipient shall be in the form of a three-year (3-year) unsecured forgivable promissory note ("Note") at an interest rate of zero percent (0%). Provided that all terms and conditions contained in the Note continue to be fulfilled, a Note will be forgiven at a rate of thirty-three percent (33%) per year for the first two (2) years and thirty-four percent (34%) after the third year, until the applicant fulfills its Note requirements as defined in the promissory note document.

1. If the homeowner occupies the home for the full three-year (3-year) term, the Note will expire and no repayment will be required, nor will any conditions be imposed relative to the disposition of the property. If any of the terms and conditions under which the assistance was provided are breached or if the property is sold, leased, transferred, or vacated by the homeowner for any consecutive thirty-day (30-day) period during the Note term, the repayment provisions of the Note shall be enforced.
2. If, during the Note term, the homeowner vacates the unit for any consecutive thirty-day (30-day) period, the locality may forgive, as evidenced by the program director, city council, or commissioner court action, the remaining loan balance. Prior to forgiveness of all or any portion of the assistance provided, the request for forgiveness must be approved by the local governing body and be based on documented and justifiable conditions or circumstances that would result in

* Subrecipient may establish a longer affordability period at its own discretion.

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an unnecessary hardship to the homeowner and, in the case of a limited-clientele project, the determination that the national objective of benefiting LMI persons was met.

3. For a limited-clientele project, the national objective will be considered met only when the program director, city council, or county commissioner court determines that an LMI person has occupied the rehabilitated or reconstructed home for a time sufficient to meet the national objective. If the national objective was not achieved, Subrecipient is liable for repayment of an amount equal to the difference between the appraised value of the home prior to reconstruction and the sales price when the home is sold during the term of the forgivable Note.
4. If property assisted under a limited-clientele project is sold or transferred to a person other than an eligible LMI person, the remaining pro-rated balance of the Note must be repaid by Subrecipient from the sales proceeds. Notwithstanding the preceding, Subrecipient shall be held liable for any balance remaining over and above the sales proceeds. In all instances, upon completion of the Note or repayment of the assistance (in full or in part), Subrecipient shall prepare and record a release-of-lien document in the land records of the applicable county.
5. Monitoring of the Note is required both during and after the grant is closed. Subrecipient must utilize non-CDBG funds to fulfill the monitoring obligations for its impacted recovered community.
6. Subrecipient will maintain a list of homeowners that do not maintain flood insurance as documented in their promissory notes. These applicants will not be allowed to receive future assistance as outlined in Section B of this document.

P. Rental Housing Rehabilitation, Reconstruction, or New Construction Assistance

Rental housing rehabilitation, reconstruction, or new construction assistance will be provided in the form of a forgivable loan or grant at a zero percent (0%) interest rate dependent on the applicable Federal Register notice, Action Plan, or Housing Guidelines. Provided all terms and conditions under which the assistance was provided continue to be fulfilled, the Promissory Note will be forgiven on a pro-rated basis until the applicant fulfills their Promissory Note requirements as defined in Promissory Note document.

The purpose of the Affordable Rental Program is to facilitate the rehabilitation, reconstruction, and/or new construction of affordable rental housing needs within the service area of a disaster event. A minimum of 51% of the multi-family units must be restricted to LMI persons during the affordability period of twenty (20) years. The rents, at a minimum, must comply with High HOME Investment Partnership (HOME) Rents and other existing Land Use Restriction Agreement (LURA) restrictions if applicable. HOME rent limits are defined by HUD and must equal the lesser of fair market rents or 30% of the adjusted income for people earning 65% of the Area Median Family Income.

Q. Coastal Management

Subrecipient acknowledges and agrees that any Project that may impact a Coastal Natural Resource Area must be consistent with the goals and policies of the Texas Coastal Management Program as described in Title 31, Chapter 26 of the Texas Administrative Code.

GLO Community Development and Revitalization
Monthly Activity Status Report

Subrecipient must provide monthly Activity status reporting for all sites identified in the Performance Statement (**Attachment A**) and relevant to the milestones therein. The Monthly Activity Status Report is due the fifth day of the month following the reporting period for the duration of the Contract. Submit the report using the Texas Integrated Grant Reporting system upload for Monthly Activity Status Reporting.

Subrecipient: _____

Contract Number: _____

Preparer Name: _____ Contact Information: _____

Reporting Period (Month/ Year): _____

Project Title: _____

Project Milestone Phase	Att. A Budget Gates/Milestones		TIGR Milestone (Pending or Complete)	On Schedule? (If no, describe improvement plan below.)
	Budget Category	Budget Allowance		
Start-Up Documentation	PD-GA Funds	0-15%		
Engineering NTP	Eng Funds	0-30%		
Environmental NTP	PD-GA Funds	15.01-30%		
	PD-Env Funds	0-30%		
Engineering Design	Eng Funds	30.01-60%		
Completion of Special Env Svcs	PD-Special Env Funds	100%		
Authority to Use Grant Funds	PD-GA Funds	30.01-50%		
	PD-Env Funds	30.01-100%		
Acquisition (if applicable)	Acq Funds	100%		
Bid Advertisement	PD-GA Funds	50.01-60%		
	Eng Funds	60.01-70%		
Contract Award and Construction	PD-GA Funds	60.01-85%		
	Eng Funds	70.01-85%		
	Construction Funds	0-95%		
Construction Activity Completion	PD-GA Funds	85.01-95%		
	Eng Funds	85.01-100%		
	Construction Funds	95.01-100%		
Planning NTP	Planning Funds	0-95%		
Planning Completion	Planning Funds	95.01-100%		
Contract Closeout	PD-GA Funds	95.01-100%		

Project Status Concerns (provide notes or information relevant to the overall contract.):

Budget Status:	Total Budget	Total Expended	Balance	% Expended (Total Expended/Total Budget)
PD-GA Funds				
PD-Env Funds				
PD-Special Env Funds				
Eng Funds				
Acq Funds				
Construction Funds				
Planning Funds				
Totals:				

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GLO Information Security Appendix

1. Definitions

"Breach of Security" means any unauthorized access of computerized data that compromises the security, confidentiality, or integrity of GLO Data that is in the possession and/or control of Subrecipient (or any entity with which Subrecipient shares GLO Data as authorized herein) including data that is encrypted if the person accessing the data has the key required to decrypt the data, or a loss of control, compromise, unauthorized disclosure or access, failure to physically secure GLO Data or when unauthorized users access PII or SPI for an unauthorized purposes. The term encompasses both suspected and confirmed incidents involving GLO Data which raise a reasonable risk of harm to the GLO or an individual. A Breach of Security occurs regardless of whether caused by a negligent or intentional act or omission on part of Subrecipient and/or aforementioned entities.

"GLO Data" means any data or information, which includes PII and/or SPI as defined below, collected, maintained, and created by the GLO, for the purpose of providing disaster assistance to an individual, that Subrecipient obtains, accesses (via records, systems, or otherwise), receives (from the GLO or on behalf of the GLO), or uses in the performance of the Contract or any documents related thereto. GLO Data does not include other information that is lawfully made available to Subrecipient through other sources.

"Personal Identifying Information" or "PII" means information that alone, or in conjunction with other information, identifies an individual as defined at Tex. Bus. & Com Code Section 521.002(a)(1).

"Sensitive Personal Information" or "SPI" means the personal information identifying an individual as defined at Tex. Bus. & Com. Code Section 521.002(a)(2).

All defined terms found in the Contract shall have the same force and effect, regardless of capitalization.

2. Security and Privacy Compliance

2.1. Subrecipient shall keep all GLO Data received under the Contract and any documents related thereto strictly confidential.

2.2. Subrecipient shall comply with all applicable federal and state privacy and data protection laws, as well as all other applicable regulations.

2.3. Subrecipient shall implement administrative, physical, and technical safeguards to protect GLO Data that are no less rigorous than accepted industry practices including, without limitation, the guidelines in the National Institute of Standards and Technology ("NIST") Cybersecurity Framework Version 1.1. All such safeguards shall comply with applicable data protection and privacy laws.

2.4. Subrecipient will legally bind any contractor(s)/subcontractor(s) to the same requirements stated herein and obligations stipulated in the Contract and documents related thereto. Subrecipient shall ensure that the requirements stated herein are imposed on any contractor/subcontractor of Subrecipient's subcontractor(s).

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2.5. With the exception of contractors and subcontractors as they are addressed in Section 2.4, Subrecipient will not share GLO Data with any third parties, except as necessary for Subrecipient's performance under the Contract and upon the express written consent of the GLO's Information Security Officer or his/her authorized designee.

2.6. Subrecipient will ensure that initial privacy and security training, and annual training, thereafter, is completed by its employees or contractor/subcontractors that have access to GLO Data or who create, collect, use, process, store, maintain, disseminate, disclose, dispose, or otherwise handle PII and/or SPI on behalf of the GLO. Subrecipient shall maintain and, upon request, provide documentation of training completion.

2.7 Any GLO Data maintained or stored by Subrecipient or any contractor/subcontractor must be stored on servers or other hardware located within the physical borders of the United States and shall not be accessed outside of the United States.

2.8 Subrecipient shall require that all individuals allowed to access GLO Data pursuant to this Contract sign a confidentiality and non-disclosure agreement ("NDA") before being given access to GLO Data. At a minimum, the NDA shall inform all individuals of the confidential nature of the GLO Data, the security and non-disclosure requirements of this Contract, and the potential criminal penalties and civil remedies specified in federal and state laws that may result from the unauthorized disclosure of GLO Data. The NDA shall require all individuals to acknowledge that the GLO or the United States government, including the U.S. Department of Housing and Urban Development, will seek any remedy available, including all administrative, disciplinary, civil, or criminal action(s) or penalties, as appropriate, for any unauthorized disclosure of GLO Data. Subrecipient shall provide the GLO copies of any and all NDAs upon request or demand by the GLO.

2.9 Subrecipient shall only use GLO Data for the purposes of administering the Project(s).

3. Data Ownership

3.1. The GLO shall retain full ownership of all GLO Data, which includes PII and/or SPI, disclosed to Subrecipient or to which Subrecipient otherwise gains access by operation of the Contract or any agreement related thereto.

3.2. If, at any time during the term of the Contract or upon termination of the Contract, whichever occurs first, any part of the GLO Data, in any form, provided to Subrecipient ceases to be necessary for Subrecipient's performance under the Contract, Subrecipient shall within fourteen (14) days thereafter securely return such GLO Data to the GLO, or, at the GLO's written request, destroy, uninstall, and/or remove all copies of data in Subrecipient's possession or control and certify to the GLO that such tasks have been completed. Subrecipient shall provide certification of such destruction of GLO Data. If such return is infeasible, as mutually determined by the GLO and Subrecipient, the obligations set forth in this Attachment, with respect to GLO Data, shall survive termination of the Contract and Subrecipient shall prohibit any further use and disclosure of GLO Data.

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4. Data Mining

4.1. Subrecipient shall not use GLO Data for unrelated commercial purposes, advertising or advertising-related services, or for any other purpose not explicitly authorized by the GLO in this Contract.

4.2. Subrecipient shall take all reasonable physical, technical, administrative, and procedural measures to ensure that no unauthorized use or access of GLO Data occurs.

5. Breach of Security

5.1. Subrecipient shall provide the GLO with the name and contact information for an employee of Subrecipient which shall serve as the GLO's primary security contact.

5.2. Upon Subrecipient's discovery of a Breach of Security or suspected Breach of Security, Subrecipient shall notify the GLO as soon as possible, but no later than 24 hours after discovery of the Breach of Security or suspected Breach of Security. Within 72 hours, Subrecipient shall provide to the GLO, at minimum, a written preliminary report regarding the Breach or suspected Breach to the GLO with root cause analysis including a log detailing the data affected.

5.3. Subrecipient shall submit the initial notification and preliminary report to the GLO Information Security Officer at informationsecurity@glo.texas.gov.

5.4. Subrecipient shall take all reasonable steps to immediately remedy a Breach of Security and prevent any further Breach of Security.

5.5. Subrecipient shall not inform any third party of any Breach of Security or suspected Breach of Security without first obtaining GLO's prior written consent unless such action is required by law or is limited to third party personnel that have a need to know for the sole purpose of containing or remediating the Breach of Security or suspected Breach of Security. However, while a third party may be informed of the Breach or suspected Breach for the sole purpose of containing or remediating it, no GLO Data shall be shared with such third party unless express written permission is obtained from the GLO in accordance with Section 2.5. Subrecipient will legally bind such third party to the same requirements stated herein and obligations stipulated in the Contract and documents related thereto as soon as practicable upon securing such third party to contain or remediate the Breach of Security or suspected Breach of Security.

5.6. Notwithstanding the remedies provided in the Contract, if a Breach of Security includes SPI, Subrecipient shall, at the discretion of the GLO, notify affected individuals of such Breach and provide affected individuals complimentary access to one (1) year of credit monitoring services.

6. Right to Audit

6.1 Upon the GLO's request and to confirm Subrecipient's compliance with this Attachment, Subrecipient grants the GLO, or a GLO-contracted vendor, permission to perform an assessment, audit, examination, investigation, or review of all controls in Subrecipient's, or Subrecipient's contractor/subcontractor's, physical and/or technical environment in relation to GLO Data. Subrecipient shall fully cooperate with such

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assessment by providing access to knowledgeable personnel, physical premises, documentation, infrastructure and application software that stores, processes, or transports GLO Data. In lieu of a GLO-conducted assessment, audit, examination, investigation, or review, Subrecipient may supply, upon GLO approval, the following reports: SSAE18, ISO/ICE 27001 Certification, FedRAMP Certification, and PCI Compliance Report. Subrecipient shall ensure that this clause concerning the GLO's authority to assess, audit, examine, investigate, or review is included in any contract/subcontract that Subrecipient awards.

6.2 At the GLO's request, Subrecipient shall promptly and accurately complete a written information security questionnaire provided by the GLO regarding Subrecipient's business practices and information technology environment in relation to GLO Data and the GLO shall consider such information to be confidential to the extent allowed by law.

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CONTRACT REPORTING TEMPLATE

Subrecipients are to use this template to summarize all procured contracts, including those procured by Subrecipient or its subawardees. Definitions of each field can be found below. Monthly, Subrecipient shall update and upload this template in the TIGR system or provide to the GLO in a format specified by the GLO Grant Manager.

Data Fields:

Subrecipient	Enter Subrecipient name.
Contract Number	Enter Contract number.
Date Updated	Enter date template last updated.
A. Contractor Name	Enter name of Contracted Party
B. UEID Number	Enter Uniform Entity Identifier (UEID) number of the Contractor. Note: Entering the UEI into this template does not fulfill the requirement for grantees to enter UEI number into the DRGR Action Plan at the activity level. Refer to the Notice published July 11, 2014 and additional published guidance on this separate requirement.
C. Procured by	Enter name of entity that procured Contract - HUD grantee (state or local government), partner agency, a subrecipient of a state or local government, or a recipient of a state government.
D. Contract Execution Date	Enter date the Contract was executed.
E. Contract End Date	Enter date the Contract will expire.
F. Total Contract Amount	Enter total amount of executed Contract.
G. Amount of CDBG-DR Funds	Enter amount of CDBG-DR funds from this grant used to fund the Contract.
H. Brief Description of Contract	Enter a brief, one sentence description of the purpose of the Contract.

DocuSign Envelope ID: 4AC2560A-BB34-4A8D-865E-6EE4E6251823

Contract Reporting Template

Subrecipient:	
GLO Contract Number:	
Date Updated:	

A. Contractor Name	B. Unique Entity Identifier Number (UEID)	C. Procured By	D. Contract Execution Date	E. Contract End Date	F. Total Contract Amount	G. Amount of CDBG-DR Funds	H. Brief Description of Contract
Example: South Texas Landscaping, INC	XXXXXXXXXXX	State of Texas	6/15/2013	6/15/2014	$3,500,000	$3,000,000	Long term recovery from wildfires of 2011 - Drainage Projects

CITY OF EDINBURG
23-152-007-E179

PERFORMANCE STATEMENT

The GLO awards City of Edinburg (Subrecipient) this Contract under HUD's Community Development Block Grant Disaster Recovery ("CDBG-DR") program to provide financial assistance with funds appropriated to facilitate Activities related to disaster relief, long-term recovery, restoration of Infrastructure and housing, economic revitalization, and affirmatively furthering fair housing, in accordance with Executive Order 12892, in the most impacted and distressed areas resulting from a major declared disaster that occurred in 2018.

Subrecipient was inundated with heavy rainfall during the 2018 South Texas Floods, which overwhelmed its drainage systems with flood waters and threatened public health, safety, and welfare. In strict conformance with the terms and conditions of the CDBG-DR – 2018 South Texas Floods HUD MID Infrastructure Competition and this Contract, Subrecipient shall perform, or cause to be performed, the Infrastructure Activities identified below to repair and strengthen its drainage systems, which will reduce risk of disaster-related loss of life, suffering and hardship, injury, and damage to and loss of property.

Subrecipient shall perform the Activities identified herein for the service area specified in its approved Texas Community Development Block Grant Disaster Recovery Grant Application to aid areas most impacted by the 2018 South Texas Floods. The persons to benefit from the Activities described herein must receive the prescribed service or benefit, and all eligibility requirements must be met to fulfill contractual obligations.

The grant total is $1,000,000.00. Subrecipient will be required to maintain a detailed Budget breakdown in the official system of record (TIGR) of the GLO's Community Development and Revitalization division. Subrecipient must ensure expenditures for individual projects do not exceed the amounts for detailed funding categories in the project budget of the approved Grant Application, as may be revised in writing upon mutual agreement of the Parties. If it becomes necessary to redistribute Budget line-item amounts between Activities, Subrecipient must seek a Contract Amendment prior to performing any work.

<u>Flood and Drainage Facilities</u>
Chapin Pumps Rehabilitation Drainage Improvements Project: Subrecipient shall rehabilitate the storm sewer pipes and pump station wet well, replace sluice gates, and complete associated appurtenances. Construction shall take place at the following location.

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Defining Project Location (on/along…)	Approximate path or location (from…to…Coordinates)	Proposed HUD Performance Measures
On North Sugar Road	Between West Chapin Street and West Smith Street 26.316180, -98.176290	1,300 Linear Feet (LF)

Total Beneficiaries	LMI Beneficiaries	LMI %	Census Tract	Block Group
1,750	975	55.71	240.00	2
Beneficiaries were identified using LMISD - Census Tract and Block Group, and the above project meets the LMI national objective.				

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BUDGET

DRGR Activity Type	Grant Award	Other Funds	Total
Rehabilitation/Reconstruction of Public Improvements	$1,000,000.00	$450,036.17[1]	$1,450,036.17
TOTAL	$1,000,000.00	$450,036.17[1]	$1,450,036.17

[1] CITY OF EDINBURG GENERAL FUND, TO BE USED TOWARD CONSTRUCTION, ENGINEERING, AND ENVIRONMENTAL.

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BENCHMARKS

Project Phase Actions and Deliverables	Not-To-Exceed Budget Gate Percentages by Budget Category (Subrecipient may draw up to, but not exceed, the identified percentage of the Budget category until stated Deliverable(s) are submitted to and approved by the GLO.)			Single Deliverable Milestones by Budget Category (Subrecipient may draw up to 100% of Budget category after submittal to and approval by the GLO of the stated Deliverable.)		Multiple Deliverable Milestones (Subrecipient may draw up to, but not exceed, the percentage stated after submittal to and approval by the GLO of the stated Deliverable.)	
	Project Delivery		Engineering Funds	Special Environ-mental Funds	Acquisition Funds	Construction Funds	Planning/ Studies (not related to engineering design)
	Grant Administration Funds	Environ-mental Funds					
Action: Start-up Phase **Deliverable:** Contract kick-off meeting sign-in sheet; all required Start-Up Documentation reviewed and accepted by the GLO; executed grant administration service provider contract in PDF format.	0-15%						
Action: Commencement of Engineering Phase **Deliverable:** Executed engineering service provider contract in PDF format provided during start-up phase as applicable			0-30%				
Action: Commencement of Environmental Phase **Deliverable:** Executed environmental service-provider contract in PDF format provided during start-up phase as applicable.	15.01-30%	0-30%					
Action: Completion of Design Phase **Deliverable:** Complete **s**igned and sealed 100% construction plans in PDF format.*			30.01-60%				

Action: Completion of Special Environmental Services **Deliverable:** GLO approval of required documentation, dependent upon additional environmental requirements				100%				
Action: Completion of Environmental Record Review **Deliverable:** GLO-signed AUGF**	30.01-50%	30.01-100%						
Action: Acquisition Phase **Deliverable:** Acquisition Detailed Report and supporting documentation per parcel accepted by the GLO*					100%			
Action: Commencement of Bid Phase **Deliverable:** First published bid notice and publisher's affidavit*	50.01-60%		60.01-70%					
Action: Commencement of Construction Phase **Deliverable:** Signed NTP* **Action:** Commencement of Planning/Study Phase **Deliverable:** Signed NTP or similar document from Subrecipient, initiating the Planning/study Activity and describing the work to be performed***	60.01-85%		70.01-85%				0-95%	0-85%
Action: Completion of Construction Phase **Deliverable:** Signed and sealed complete As-Built Plans in PDF format; executed COCC accepted by the GLO; signed FWCR accepted by the GLO* **Action:** Completion of Planning/Study Phase **Deliverable:** Final Planning/study report and proof of acceptance by Subrecipient***	85.01-95%		85.01-100%				95.01-100%	85.01-100%
Action: Grant Completion Report Approval **Deliverable**: GCR approved by the GLO	95.01-100%							

Failure to provide any Deliverable identified above could result in Subrecipient's repayment in part or in full of funds expended. Providing the Deliverables identified in this table will allow Subrecipient to draw the identified funding percentage per Budget category, contingent upon Subrecipient's compliance with associated Program guidance.

*If Subrecipient executes multiple construction contracts, this Deliverable (or Deliverables, as applicable) will be required for each contract, and associated costs will be pro-rated in accordance with the Budget details in the final GLO-approved Application.

**If the Project includes more than one ERR, associated costs will be pro-rated in accordance with the Budget details in the final GLO-approved Application.

***A Planning study Activity includes the cost of developing the study itself. Project Delivery-Grant Administration is drawn as applicable through the associated milestone percentage pro-rated in accordance with the Budget details in the final GLO-approved Application.

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: September 2, 2025
CONSENT AGENDA
Agenda Item No: 12.C.
Smart Water Meter Software Annual Subscription

1. **Agenda Item:**
Consider Authorizing the City Manager to Renew the Smart Water Meter Software Annual Subscription to Kamstrup Water Metering LLC for Existing and New Meters in the Total Amount of $32,794.72. [Gerardo Carmona Jr., P.E., Director of Utilities]

2. **Description:**
The City has transitioned approximately half of its conventional water meters to smart meters, which require specialized software to transmit water meter readings to the City's billing system. Maintaining the subscription with Kamstrup will ensure the continued provision of smart water meter software services, streamlining the process of collecting meter readings for both existing and new meters. The subscription will remain active until July 26, 2026.

Funding for this service is available in the FY2024-2025 Utility Fund Operating Budget.

3. **Staff's Recommendation:**
Approve Authorizing the City Manager to Renew the Smart Water Meter Software Annual Subscription to Kamstrup Water Metering LLC for existing and new meters in the Total Amount of $32,794.72.

Reviewed by:
Gerardo Carmona, Director of Utilities
Tomas Reyna, Assistant City Manager

Prepared by:
Vanessa Velasquez,
Administrative Assistant

Attachments:
A. Kamstrup Invoice

City Of Edinburg
1201 North
Doolittle, TX 78541
UNITED STATES
74-6000714

Kamstrup Water Metering LLC
2855 Forsyth Commerce Way
Building 200
Cumming, GA 30040
Phone: 404-835 6716
Email: AR-US@kamstrup.com

Invoice

Delivery Address:
City Of Edinburg
1201 North
Doolittle, TX 78541
UNITED STATES

Dates & terms:

Invoice date	07/27/2025
Latest ship date	07/27/2025
Terms of Payment	30 Days Net
Due date	08/26/2025
Incoterm	DAP
Incoterm location	

Order information:

Invoice no.	**CD99013513**
Order no.	25521860
Customer no.	20075136
Customer ref.	DADN
Served by	Internal Sales
Sales repr.	Damian DeLeon

Pos	Description	Sales Qty	Net Amount USD

Subscription Information

Subscription name	City of Edinburg
Metering Points, Customer	25000
Metering Points, Subscription	25000
Software	READy
Infrastructure	AMI
Reading interval	Hourly
Consumption type	Water
Operation type	Kamstrup hosted solution
Invoice period	07/27/2025 - 07/26/2026
Net Price Index	Index 2025: 2,75 %
Package	No package

Subscription, recurring costs

	READy Software Licence	1	32,794.72

	Total Exclusive Tax		32,794.72
	City Tax	0%	0.00
	District Tax	0%	0.00
	State Tax	0%	0.00
	County Tax	0%	0.00
	Invoice Amount to Pay	USD	32,794.72

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: September 2, 2025
CONSENT AGENDA
Agenda Item No: 12.D.
Amendment #1 Memorandum of Understanding for Hidalgo County Parking Garage Property

1. **Agenda Item:**
Consider Authorizing the City Manager to Approve Amendment Number One (1) to the Memorandum of Understanding (MOU) Between the City of Edinburg and Hidalgo County for the Downtown Parking Garage. [Tomas D. Reyna, Assistant City Manager]

2. **Description:**
The County and the City agreed to the construction of a public parking garage in the downtown area.

The amendment is to allow the County to construct a temporary parking lot within the downtown area for use during the construction of the parking garage.

3. **Staff's Recommendation:**
Approve Authorizing the City Manager to Approve Amendment Number One (1) to the Memorandum of Understanding (MOU) Between the City of Edinburg and Hidalgo County for the Downtown Parking Garage.

Reviewed by:

Prepared by:
Tomas Reyna, Assistant City Manager

Attachments:
A. Amendment No. 1 MOU Hidalgo County Parking Garage Lot 8.22.25
B. C-469(a)-21 Memorandum of Understanding with Hidalgo County
C. C-469-21 Sale Purchase Agreement with Hidalgo County for Multi Level Parking Facility (1)

THE STATE OF TEXAS §

COUNTY OF HIDALGO §

AMENDMENT NUMBER ONE (1) TO THE MEMORANDUM OF UNDERSTANDING BY AND BETWEEN THE CITY OF EDINBURG, TEXAS AND HIDALGO COUNTY, TEXAS

AMENDMENT NUMBER ONE (1) TO THE MEMORANDUM OF UNDERSTANDING BY AND BETWEEN THE CITY OF EDINBURG, TEXAS AND HIDALGO COUNTY, TEXAS

This Amendment to the Memorandum of Understanding "MOU" is made on this the _____ day of _____. 2025 between the County of Hidalgo, hereinafter referred to as "**COUNTY**", the City of Edinburg, hereinafter referred to as "**CITY**", collectively referred to as the "Parties", acting under the authority granted in and pursuant to the provisions of the Texas Inter-local Cooperation act (the "Act"), Chapter 791 , Texas Government Code.

RECITALS

WHEREAS, the CITY and COUNTY entered into an agreement for the conveyance of real property memorialized in the Special Warranty Deed dated September 27, 2021 which contained certain conditions (see the "Deed" attached as Exhibit A); and

WHEREAS, on July 20, 2023, the COUNTY and the CITY entered into a Memorandum of Understanding relating to the development of a multi-level parking garage in downtown Edinburg (hereinafter referred to as the "Agreement"); and

WHEREAS, the Agreement memorializes the Parties roles and responsibilities with respect to the downtown parking garage project; and

WHEREAS, the Parties now desire to amend and further clarify additional roles and responsibilities with regard to the project as more fully described below.

NOW THEREFORE, for and in consideration of the terms and provisions of this Amendment to the Memorandum of Understanding and for good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the City and County hereby agree to the following Amendment to the Agreement:

AMENDMENT TO THE AGREEMENT

The Parties agree to the following additional terms and conditions:

1. The County is authorized to construct a "temporary parking lot" within the downtown area, in compliance with minimal parking lot requirements of City, for the limited purpose of providing additional and alternative parking availability during the construction of the downtown parking garage structure which project is made the basis of the original Agreement.

2. In the event the County elects to continue operation or use of said parking lot beyond the completion of the construction period for the downtown parking garage project, such continued operation shall not exceed three (3) months unless the County first obtains the City's written approval, and the parking lot shall thereafter be required to comply in full with all applicable development standards and regulations set forth in the City's Unified Development Code.

3. Except as expressly amended herein, all other terms of the Agreement not in conflict with this Amendment remain in full force and effect.

EXECUTED by the PARTIES in triplicate originals on this _____ day of _____, 2025

CITY OF EDINBURG

_____
Myra L. Ayala, City Manager

ATTEST:

_____
Clarice Y. Balderas, City Secretary

APPROVED TO FORM:

_____
Josephine Ramirez-Solis, City Attorney

APPROVED BY CITY COUNCIL

On: _____

HIDALGO COUNTY

_____
Valde Guerra, Exectutive Officer

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

APPROVE TO FORM:
Hidalgo County Criminal District Attorney's Office
Toribio "Terry" Palacios

_____
Robert Viña, III, Assistant District Attorney

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

This Instrument was acknowledged before me on the _____day of _____, 2025 by **Valde Guerra, Executive Officer of COUNTY OF HIDALGO**, in the capacity herein stated.

(SEAL)

_____
Notary Public, State of Texas

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

This Instrument was acknowledged before me on the _____day of _____, 2025 by **Myra L. Ayala, City Manager of CITY OF EDINBURG**, in the capacity herein stated.

(SEAL)

_____
Notary Public, State of Texas

THE CITY OF Edinburg

CONTRACT NO.

C-469(a)-21

City Council Approved:

August 17, 2021

To:

Myra L. Ayala, City Manager/Marissa
Tom Reyna, Asst. City Manager
Ascencion Alonzo, Finance Director
Clarice Balderas, City Secretary
Joe Rios, Central Files

EDINBURG All-America City 1968 2000 2005

From: mjidwell

Martha Tidwell, Legal Assistant
City Attorney's Office
415 W. University
P.O. Box 1079
Edinburg, Texas 78540
Phone: (956) 388-8208
Fax: (956) 292-2113
Email: legal@cityofedinburg.com

MEMORANDUM OF UNDERSTANDING BY AND AMONG THE CITY OF EDINBURG, TEXAS, AND HIDALGO COUNTY, per the Sale Purchase Agreement between the City of Edinburg and County of Hidalgo regarding conveyance of certain real property to construct a multi-level parking facility in downtown Edinburg [Property IDs 164820 and 164821 – Edinburg Original Townsite Lots 7-10, 11-17, & E9' of Lot 18 & Alley Lying S Lot 12 & N. of Lots 13-18, Block 210].

Comment:
07-21-23 Omar, please approve.
07-21-23 Marissa, please have City Manager sign and return to me for further processing.
07-27-23 Clarice, please attest and return all originals to me for further processing.
07-27-23 Marissa, for your files – please send original to County for their records.
07-27-23 Joe, an original for Central Files.

7/27/23

THE CITY OF Edinburg

MEMORANDUM

DATE: 7/21/23

TO: Myra L. Ayala, City Manager

FROM: Tomas D. Reyna, Assistant City Manager

SUBJECT: AMENDMENT MOU WITH COE & HIDALGO COUNTY PARKING LOT AGREEMENT

Attached you will find Signed Hidalgo County ~~and ECISD~~ Signed Inter-local

Attachments requiring signatures:

2 – Agreements original

_X_ Approved by City Council on 08/17/21 City Council approved final form of the agreement on _____

_x_ Approval by City Council not required

___ Meets purchasing requirements

___ This item is Budgeted

_ Contract Exhibits completed and valid (including Insurance Certificate, if applicable)

Please review and let me know if you have additional questions.

Reviewed by: _____
Tomas D. Reyna, Assistant City Manager

Reviewed by: _____ Approved by: _____
Omar Ochoa, City Attorney Myra L. Ayala, City Manager

MEMORANDUM OF UNDERSTANDING
BY AND AMONG THE CITY OF EDINBURG, TEXAS AND
HIDALGO COUNTY, TEXAS

This Memorandum of Understanding ("MOU") is entered into to be effective this 20th day of July, 2023 (the "Effective Date") between the City of Edinburg, Texas (the "City") and Hidalgo County, Texas (the "County") (collectively the "Parties"). The Parties intend to be legally bound by the terms herein and each having received good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, agree as follows.

RECITALS:

A. The Parties previously entered into that certain Sale-Purchase Contract dated and effective as of August 17, 2021 (the "Agreement" attached as Exhibit A) relating to the development of a multi-level parking garage in downtown Edinburg.

B. Pursuant to the agreement, the County agreed to convey property (the "Property") to the City and the City agreed to construct a public parking garage on the Property within three years of the effective date of the conveyance.

C. Such deadline was memorialized in the Special Warranty Deed dated September 27, 2021 conveying the property (the "Deed" attached as Exhibit B) as a fee simple determinable condition under which the property would revert back to the County if the parking garage were not completed by the three-year deadline.

D. As of the date of this MOU, the City has hired an architecture firm to design the parking garage and is preparing to request bids for its construction. However, the City estimates that completion will take longer than the current deadline.

E. The City has requested a two-year extension of the deadline for completion, and the County has agreed to the extension request. The City and County acknowledge and recognize that the parking garage is vital to both the economic development of downtown Edinburg and the operations of the County Courthouse and other County buildings, and that the City is working in good faith towards final completion of the parking garage.

F. The Parties desire for the Agreement and Deed to continue pursuant to all other terms not in conflict with this MOU.

AGREEMENT

G. **NOW, THEREFORE,** in consideration of the mutual covenants and agreements contained herein and for the good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

H. The City's deadline to complete the public parking garage contemplated in the Agreement and Deed shall be extended to September 27, 2027.

I. The City and County agree that this MOU shall be filed with the property records of the Property.

J. All other terms of the Agreement and Deed not in conflict with this MOU remain in full force and effect.

K. **Miscellaneous**

(a) **Entire Agreement**. This MOU sets forth all covenants, agreements and understandings between the City and the County with respect to the subject matter hereof and there are no other covenants, conditions or understandings, either written or oral, between the parties hereto with regard thereto except as set forth in the Agreement and Deed.

(b) **Full Force and Effect**. Except as expressly amended hereby, all other items and provision of the Agreement and Deed remain unchanged and continue to be in full force and effect.

(c) **Conflicts**. The terms of this MOU shall control over any conflicts between the terms of the Agreement or Deed and the terms of this MOU.

[Remainder of Page Intentionally Blank]

COUNTY OF HIDALGO

By: _____
VALDE GUERRA,
Executive Officer

CITY OF EDINBURG

BY: _____
MYRA L. AYALA, City Manager

APPROVED AS TO FORM:
OMAR OCHOA LAW FIRM, P.C.

By: _____
Omar Ochoa, City Attorney

(Acknowledgment)

STATE OF TEXAS
COUNTY OF **HIDALGO**

This instrument was acknowledged before me on the 20th day of July, 2023, by **VALDE GUERRA, Executive Officer of COUNTY OF HIDALGO**, in the capacity herein stated.

(SEAL) VERONICA SALINAS NOTARY PUBLIC STATE OF TEXAS ID# 11592020 EXPIRES 4-21-2027

_____
Notary Public, State of Texas

(Acknowledgment)

STATE OF TEXAS
COUNTY OF **HIDALGO**

This instrument was acknowledged before me on the 26th day of July, 2023, by **MYRA L. AYALA, City Manager of CITY OF EDINBURG**, in the capacity herein stated.

(SEAL) MARTHA TIDWELL Notary ID #1923137 My Commission Expires July 15, 2026

_____
Notary Public, State of Texas

Attachments: Exhibit A Sale Purchase Contract, Dated August 17, 2021
Exhibit B Special Warranty Deed, Dated September 27, 2021

AFTER RECORDING RETURN TO:
THE CITY OF EDINBURG
415 W. University Drive
Edinburg, Texas 78541



EXHIBIT A

SALE-PURCHASE CONTRACT

1. Intent: This Sale-Purchase Contract ("Contract") must be interpreted in accordance with this Paragraph. The contents of this Intent are not just a preamble but considered as part of the body of the Contract. If there be any conflict with the provisions of this Intent Paragraph with the remaining contents of this Contract, this Intent Paragraph controls and supersedes any such conflict. If there is any ambiguity in this Contract, it will be resolved to accomplish this Intent. If there is any missing language in the Contract it will be deemed to have been included to accomplish this Intent. The following is the Intent of the parties:

   A. Buyer is purchasing the Property for a public purpose to construct a multi-level parking facility to serve downtown Edinburg and surrounding areas (the "Parking Facility").

   B. Buyer is purchasing the Property after inspections and evaluation by its own experts not relying on any representation by Seller and/or Seller's agents. Buyer is accepting the Property in its "as is" physical condition as more particularly set out below.

   C. There are not any improvements on the Property.

   D. Seller is a government entity and Buyer is a government entity and they acknowledge and agree that they are entering into this transaction pursuant to the provisions of Section 272.001 of the Texas Local Government Code.

   E. Seller is not aware that Seller owns any interest in the mineral estate but to the extent that Seller does own, same are hereby conveyed to Buyer.

2. Effective Date: August 17, 2021

3. Parties:

   A. Seller: Hidalgo County, Texas

   B. Buyer: City of Edinburg, Texas

4. Property: The property located in Edinburg, Hidalgo County, Texas, and as described in the attached **as Exhibit "A"** (the "Property")

5. Sales Price: $1.00

6. Earnest Money: No earnest money is required.

7. Agreement: Seller agrees to sell to Buyer and Buyer agrees to buy from Seller the Property for the Sales Price above described under the terms, provisions, covenants and conditions herein set out in this Contract.

8. Deadlines and Other Dates

A. All deadlines in this contract expire at 5:00 P.M. local time where the Property is located. Time is of the essence; items contemplated may be completed before the deadlines provided.

i. Delivery of Title Commitment: September 1, 2021 (Fifteen (15) calendar days after the Effective Date)

ii. Delivery of Survey: September 1, 2021 (Fifteen (15) calendar days after the Effective Date)

iii. Closing Date: September 1, 2021

9. Terms and Conditions:

A. Seller's Obligations: On or before Closing, Seller is to provide Buyer with:

i. Evidence of Seller's capacity and authority to sell the Property and to close this transaction.

ii. A Special Warranty Deed (the "Deed") as to the Property properly executed and acknowledged by Seller, conveying good and indefeasible title, in fee simple to all the Property, free and clear of any and all rights, liens, encumbrances, conditions, uses, easements, rights-of-way, assessments, reservations, leases and restrictions, except as indicated and agreed to by Buyer on Schedule B of the title commitment. The Deed shall also contain the "as-is" language clause attached as **Exhibit "B"**, the reversion clause attached as **Exhibit "C"**, and a deed restriction attached as **Exhibit "D"**.

iii. Possession of the Property (Subject to use by Seller for public parking, until date of Commencement of Work for Construction).

iv. All documents, duly executed and acknowledged, necessary to close this transaction, including properly filled in Certificate as required by Section 1445 of the Internal Revenue Code of 1954, as amended and the IRS 1099S form.

B. Buyer's Obligations: On or before Closing of this sale/purchase, Buyer, at Buyer's expense, shall provide Seller with:

i. Necessary monies needed to close the Buyer's portion of the closing expenses, less the appropriate prorations and credits, if any, and all documents, duly executed and acknowledged, necessary to close this transaction.

ii. Buyer shall make the Property available for use by the Seller for public parking until the written notice is provided to Seller within 60 days of the date for Commencement of Work for Construction, in accordance with the requirements of Exhibits "C" and "D".

C. Federal Tax Requirement: If Seller is a "foreign person" as defined by applicable law or if Seller fails to deliver an affidavit that Seller is not a "foreign person", then Buyer must withhold from the Sales Proceeds at Closing an amount sufficient to comply with the applicable tax law and deliver same to the United States Internal Revenue Service, together with the appropriate tax forms.

D. Closing Costs:At Closing of this Contract, the Parties will pay the following as indicated:

i. Seller is to pay the following:

a. Seller's Attorney's fees;

b. All other costs in this Contract which are the responsibility of Seller.

ii. Buyer shall pay the following:

a. Tax Service report fee;

b. The basic premium for the Owner's Policy of Title Insurance and the State of Texas Guaranty Fee corresponding to same Costs of clearing and transferring title and all recordation charges attributable to same

c. Buyer's attorney's fees; and

d. A survey sufficient for purposes of obtaining Title Insurance; and

e. Closing costs and all costs of recording.

E. Prorations:Since both Seller and Buyer are government entities exempt from ad valorem taxes, no taxes will be prorated.

F. Closing and Possession:The Closing of this conveyance shall be on or before September 1, 2021. Buyer is to receive possession of the Property at Closing.

G. Inspections and Feasibility Studies: Completed before signing of this Contract.

H. Default and Remedies: If either Seller or Buyer fails to comply with this Contract, the other party's ***sole and exclusive remedy*** shall be to terminate this Contract. Neither party will be entitled to any attorneys' fees, neither contractually, at law nor in equity. **The Parties specifically waive any rights to statutory attorney's fees, including, but not limited to, attorney's fees allowed under Chapters 37 & 38, Texas Civil Practice & Remedies Code.** The Parties also waive any right to recover incidental or consequential damages.

I. Notices to The Parties:

i. Buyer should have an Abstract covering the Property examined by an attorney of Buyer's selection or Buyer should be furnished with or obtain a Title Policy. If a Title Policy is to be obtained, Buyer should obtain a Commitment for Title Insurance which should be examined by an attorney of Buyer's choice at or prior to Closing.

ii. If the Property is situated in a Utility District, the Texas Water Code requires the Buyer to sign and acknowledge the statutory notice from Seller relating to the tax rate and bonded indebtedness of the District.

iii. Buyer is advised that the presence of wetlands, toxic substances, including lead-based paint or asbestos and waste or other environmental hazards or the presence of threatened or endangered species or its habitat may affect Buyer's intended use of the Property.

10. Miscellaneous:

b. Ambiguities Not to Be Construed against Party Who Drafted Contract: This Contract is a negotiated agreement and any documents delivered pursuantly hereto must be interpreted without regard to the identity of the persons who drafted the various provisions and in accordance with the Intent (paragraph 1.). Every provision of this Contract and such other documents will be construed as though all Parties participated equally in their drafting. Any legal rule of construction that a document is to be construed against the drafting Party is not to be applied and is expressly waived.

c. Applicable Law: **THIS CONTRACT IS GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF TEXAS.**

d. Appraisal District: After Closing, Buyer is advised to inform the Hidalgo County Appraisal District of the change of ownership to have the valuation of the Property for taxing purposes mailed to Buyer. The Hidalgo County Appraisal District will require a copy of recorded Deed into Buyer.

e. Binding Effect: This Contract is binding upon and inures to the benefit of the Parties hereto and their heirs, successors and assigns. ***Neither Party may assign this Contract.***

f. Counterparts: This Contract may be executed in any number of counterparts; each such counterpart is deemed to be an original instrument, but all such counterparts together shall constitute but one Contract.

g. Entire Agreement Modification: This Contract together with any attached exhibits and any addenda signed by the Parties constitutes the entire agreement between the Parties. This Agreement can be modified only by a writing signed by the Parties.

h. Exhibits: All attached exhibits and addenda, if any, are incorporated herein for all purposes.

i. Facsimile Signatures: Except for recording purposes, this Contract will be treated for all purposes as an original document if it is transmitted by facsimile machine (fax) or scanned and emailed. The signature of any Party on this Contract will be considered as an original signature for all purposes, with the same binding legal effect as an original signature, if transmitted by fax or scanned and emailed.

j. Gender: Words of gender used in this Contract will be construed to include any other gender, and words in the singular number will be construed to include the plural, and vice versa, unless the context requires otherwise.

k. No Special Relationship: The Parties' relationship as to this Contract is that of an ordinary commercial relationship, and does not intend to create the relationship of principal and agent, partnership, joint venture or any other special relationship.

l. Notices: Any notice required by or permitted under this Contract must be in writing and will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested and addressed to the intended recipient at the address **shown in this Contract**. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein. Any such notice is deemed properly transmitted if it is actually received by the recipient.

m. Severability: In case any one or more of the provisions contained in this Contract be held to be invalid, illegal or unenforceable in any respect ("Impairment"), such Impairment will not affect any other provision hereof, and this Contract must be construed as if such Impairment had never been contained herein.

n. Survival: The obligations of this Contract that cannot be performed before termination of this Contract or before closing will survive termination of this Contract or closing, and the legal doctrine of merger will not apply to these matters. This contents of this Contract will control and supersede any conflict in the contents of any Closing Documents.

o. Time: Time is of the essence in this Contract.

EXECUTED in multiple copies on this 17 day of August, 2021.

Seller:	Buyer:
Hidalgo County, Texas	City of Edinburg
By: _____	By: _____

Seller's Address & Telephone No.:
100 E. Cano
Edinburg, Texas
Phone: (956) 318-2600

Buyer's Address & Telephone No.:
415 W. University
P.O. Box 1079
Edinburg, Texas 78540
Phone: (956) 388-8207

CITY OF EDINBURG TEXAS

ATTEST:

Myra L. Ayala, City Secretary

APPROVED AS TO FORM:
OMAR OCHOA LAW FIRM, P.C.

By: _____
Omar Ochoa, City Attorney

Exhibit "A"
The Property



Property ID: 164820
Geographic ID: E3300-00-210-0007-00
Legal Description: EDINBURG TOWNSITE LOTS 7 THRU 10 BLK 210

Property ID: 164821
Geographic ID: E3300-00-210-0011-00
Legal Description: EDINBURG TOWNSITE LTS 11-17 & E 9' OF LT 18 & ALLEY LYING S LT 12 & N OF LOTS 13 TO 18 BLK 210

Exhibit "B"
"As is" Clause

Buyer acknowledges that Buyer will have the opportunity to independently and personally inspect the Property and that Buyer has entered into this Contract based upon Buyer's ability to make such examinations and inspections. As a material part of the consideration for this Contract, Seller and Buyer agree that the Property is to be sold to and accepted by Buyer at closing in its then present condition, "AS IS, WHERE IS, WITH ALL FAULTS, AND WITHOUT ANY WARRANTY WHATSOEVER, EXPRESS OR IMPLIED, EXCEPT AS TO THE WARRANTY OF TITLE ON THE PROPERTY MADE IN THE SPECIAL WARRANTY DEED REQUIRED OF SELLER UNDER THIS CONTRACT. BUYER ALSO ACKNOWLEDGES THAT, EXCEPT AS TO THE REPRESENTATIONS EXPRESSLY SET FORTH IN THIS CONTRACT, BUYER IS NOT RELYING UPON THE ACCURACY OR COMPLETENESS OF ANY REPRESENTATION, BROCHURE, RENDERING, PROMISE, STATEMENT OR OTHER ASSERTION OR INFORMATION WITH RESPECT TO THE PROPERTY MADE OR FURNISHED BY OR ON BEHALF OF, OR OTHERWISE ATTRIBUTED TO, SELLER OR ANY OF ITS AGENTS, EMPLOYEES OR REPRESENTATIVES, ANY AND ALL SUCH RELIANCE BEING HEREBY EXPRESSLY AND UNEQUIVOCALLY DISCLAIMED, BUT IS RELYING SOLELY AND EXCLUSIVELY UPON ITS OWN EXPERIENCE AND ITS INDEPENDENT JUDGMENT, EVALUATION AND EXAMINATION OF THE PROPERTY. NOTWITHSTANDING ANYTHING IN THE CONTRACT OR ANY ADDENDA TO THE CONTRARY, SELLER, EXCEPT AS TO THE EXPRESS REPRESENTATIONS CONTAINED HEREIN AND THE WARRANTY OF TITLE IN THE SPECIAL WARRANTY DEED REQUIRED OF SELLER UNDER THIS CONTRACT, MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND TO BUYER, INCLUDING, WITHOUT LIMITATION: (A) THE PHYSICAL CONDITION OF THE PROPERTY AND ANY IMPROVEMENTS LOCATED THEREON; (B) ANY AND ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF CONDITION, MERCHANTABILITY, HABITABILITY AND FITNESS FOR A PARTICULAR PURPOSE; (C) ANY REPRESENTATION OR WARRANTY WITH REGARD TO COMPLIANCE WITH ANY ENVIRONMENTAL PROTECTION, POLLUTION OR LAND USE LAWS, RULES, REGULATIONS, ORDERS OR REQUIREMENTS INCLUDING, BUT NOT LIMITED TO, THOSE PERTAINING TO THE HANDLING, GENERATING, TREATING, STORING OR DISPOSING OF ANY HAZARDOUS WASTE, SUBSTANCE OR SOLID WASTE, AS DEFINED BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY REGULATIONS AT 40 C.F.R. PART 2261, OR HAZARDOUS SUBSTANCE, AS DEFINED BY THE COMPREHENSIVE ENVIRONMENTAL RESPONSE COMPENSATION AND LIABILITY ACT OF 1990, AS AMENDED, AND REGULATIONS PROMULGATED THEREUNDER; AND (D) ANY REPRESENTATION, WARRANTY OR GUARANTEE OF ANY KIND, ORAL OR WRITTEN, EXPRESS OR IMPLIED CONCERNING THE PROPERTY, INCLUDING WITHOUT LIMITATION: (I) THE PROFITABILITY, SUITABILITY OR FITNESS OF THE PROPERTY FOR A PARTICULAR PURPOSE; (II) THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS INCORPORATED INTO THE IMPROVEMENTS, IF ANY, ON THE PROPERTY; (III) THE MANNER OF REPAIR, QUALITY, STATE OF REPAIR, OR LACK OF REPAIR OF THE PROPERTY; AND (IV) THE AVAILABILITY OF UTILITIES AND ACCESS OF THE PROPERTY TO PUBLIC ROADS. THE PROVISIONS OF THIS PARAGRAPH ARE A MATERIAL PART OF THE CONSIDERATION FOR SELLER'S ENTERING INTO THIS CONTRACT, AND SHALL SURVIVE CLOSING AND SHALL NOT MERGE.

Exhibit "C"
Reversion clause

The Deed shall contain the following provision:

Fee Simple Determinable Condition:

Grantee is purchasing the Property with the full knowledge that part of the consideration for this conveyance of the Property to Grantor, is Grantee's agreement that the Property shall be used as a Public Parking Garage open to the public as such no later three (3) years after the date hereof and continually thereafter (the "Fee Simple Determinable Condition").

The Fee Simple Determinable Condition shall continue from the date hereof until the date that is fifty (50) years thereafter, provided that Grantor shall have the right to extend the term for by filing an extension of the Fee Simple Determinable Condition in the Official Records of Hidalgo County, Texas.

In the event the Fee Simple Determinable Condition is violated by Grantee, title to the Property will automatically revert to and be owned by Grantor without the necessity of any further act on the part of Grantor. For purposes of the Fee Simple Determinable Condition, the following terms shall have the following meanings:

1. "Public Parking Facility" shall mean that the Property is used, in full or in part, as a parking facility containing no less than 225 parking spaces which are open to the public.

2. "Open to public" shall mean that such parking spaces are accessible by any member of the public on a 24 hour per day/365 day per year basis; provided that the Grantee shall be entitled to charge fees for such parking generally commensurate with the fees charged by other municipalities in the Hidalgo and Cameron Counties, Texas, for similar public parking facilities.

Exhibit "D"
Deed Restriction

The Deed shall contain the following restrictive covenant:

The Property shall be used solely as a Public Parking Facility for a period of fifty (50) years after the date hereof, unless such other use is approved by Grantor in writing.

EXHIBIT B

Special Warranty Deed

Notice of confidentiality rights: If you are a natural person, you may remove or strike any or all 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: **September 27, 2021**

Grantor: **COUNTY OF HIDALGO A/K/A HIDALGO COUNTY, TEXAS, A POLITICAL SUBDIVISION**

Grantor's Mailing Address: **100 N. Closner Blvd.**
Edinburg, Texas 78539
Hidalgo County

Grantee: **THE CITY OF EDINBURG, A TEXAS HOME RULE MUNICIPAL CORPORATION**

Grantee's Mailing Address: **415 W. University Drive**
Edinburg, Texas 78541
Hidalgo County

Consideration: TEN AND NO/100THS DOLLARS ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged

Property (including any improvements):

TRACT 1:

Lots 7, 8, 9 and 10, Block 210, ORIGINAL TOWNSITE OF EDINBURG, Hidalgo County, Texas, according to amended map and plat thereof recorded in Volume 1, Page 23, Map Records of Hidalgo County, Texas.

TRACT 2:

Lots 11 through 18, inclusive, Block 210 and any and all alley ways or what purports to be alley ways lying between said Lots, particularly that strip lying immediately South of Lot 12 and North of Lots 13 through 18, inclusive, Block 210, ORIGINAL TOWNSITE OF EDINBURG, Hidalgo County, Texas, as per amended map or plat thereof recorded in Volume 1, Page 23, Map Records, Hidalgo County, Texas;

SAVE AND EXCEPT: that certain portion of Lot 18, Block 210, Original Townsite of Edinburg, Hidalgo County, Texas, as per map or plat thereof recorded in Volume 1, Page 23, Map Records, Hidalgo County, Texas, being previously conveyed and more particularly described by metes and bounds in Deed dated February 11, 1955, from Gulf Oil Corporation to Golden Jersey Creamery of Hidalgo County, Texas, recorded in Volume 823, Page 143, Deed Records of Hidalgo County, Texas.

Subject To: None

Exceptions to Conveyance and Warranty: **To the extent they validly exist:**

1. **Right of way easement granted to Rio Grande Valley Gas Company, a Delaware corporation, by Edinburg Builders Supply Company and Edinburg Improvement Association, dated October 16, 1937, filed for record in the Office of the County Clerk of Hidalgo County, Texas in Volume 435, Page 276, Deed Records of Hidalgo County, Texas.**

2. **Right of way easement granted to Central Power and Light Company, by Manuela S. Perez, dated March 23, 1999, filed for record on May 14, 1999 in the Office of the**

County Clerk of Hidalgo County, Texas, under Clerk's Document No. 773809. (as to Tract 2)

3. **Easements and Conditions as shown on the amended Map or Plat thereof, filed for record in Volume 1, Page 23, Map Records of Hidalgo County, Texas.**

4. **Easements or claims of easements which are not a part of the public record.**

5. **Any unrecorded leases or rental agreements, written or oral, together with the rights of any tenant thereunder or tenant at will.**

6. **Property may be impressed with public property qualification or condition.**

7. **Third party rights of ingress and egress.**

8. **Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the land.**

9. **All ad valorem taxes for the year 2021 and all subsequent years.**

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 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 **when the claim is by, through, or under Grantor but not otherwise**, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

Grantor acknowledges that Grantee will have the opportunity to independently and personally inspect the Property and that Grantee has entered into this Contract based upon Grantee's ability to make such examinations and inspections. As a material part of the consideration for this Contract, Grantor and Grantee agree that the Property is to be sold to and accepted by Grantee at closing in its then present condition, "AS IS, WHERE IS, WITH ALL FAULTS, AND WITHOUT ANY WARRANTY WHATSOEVER, EXPRESS OR IMPLIED, EXCEPT AS TO THE WARRANTY OF TITLE ON THE PROPERTY MADE IN THE SPECIAL WARRANTY DEED REQUIRED OF GRANTOR. GRANTEE ALSO ACKNOWLEDGES THAT, EXCEPT AS TO THE REPRESENTATIONS EXPRESSLY SET FORTH IN THIS CONTRACT, GRANTEE IS NOT RELYING UPON THE ACCURACY OR COMPLETENESS OF ANY REPRESENTATION, BROCHURE, RENDERING, PROMISE, STATEMENT OR OTHER ASSERTION OR INFORMATION WITH RESPECT TO THE PROPERTY MADE OR FURNISHED BY OR ON BEHALF OF, OR OTHERWISE ATTRIBUTED TO, GRANTOR OR ANY OF ITS AGENTS, EMPLOYEES OR REPRESENTATIVES, ANY AND ALL SUCH RELIANCE BEING HEREBY EXPRESSLY AND UNEQUIVOCALLY DISCLAIMED, BUT IS RELYING SOLELY AND EXCLUSIVELY UPON ITS OWN EXPERIENCE AND ITS INDEPENDENT JUDGMENT, EVALUATION AND EXAMINATION OF THE PROPERTY. NOTWITHSTANDING ANYTHING IN THE CONTRACT OR ANY ADDENDA TO THE CONTRARY, GRANTOR, EXCEPT AS TO THE EXPRESS REPRESENTATIONS CONTAINED HEREIN AND THE WARRANTY OF TITLE IN THE SPECIAL WARRANTY DEED REQUIRED OF SELLER UNDER THIS CONTRACT, MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND TO GRANTEE, INCLUDING, WITHOUT LIMITATION: (A) THE PHYSICAL CONDITION OF THE PROPERTY AND ANY IMPROVEMENTS LOCATED THEREON; (B) ANY AND ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF CONDITION, MERCHANTABILITY, HABITABILITY AND FITNESS FOR A PARTICULAR PURPOSE; (C) ANY REPRESENTATION OR WARRANTY WITH REGARD TO COMPLIANCE WITH ANY ENVIRONMENTAL

PROTECTION, POLLUTION OR LAND USE LAWS, RULES, REGULATIONS, ORDERS OR REQUIREMENTS INCLUDING, BUT NOT LIMITED TO, THOSE PERTAINING TO THE HANDLING, GENERATING, TREATING, STORING OR DISPOSING OF ANY HAZARDOUS WASTE, SUBSTANCE OR SOLID WASTE, AS DEFINED BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY REGULATIONS AT 40 C.F.R. PART 2261, OR HAZARDOUS SUBSTANCE, AS DEFINED BY THE COMPREHENSIVE ENVIRONMENTAL RESPONSE COMPENSATION AND LIABILITY ACT OF 1990, AS AMENDED, AND REGULATIONS PROMULGATED THEREUNDER; AND (D) ANY REPRESENTATION, WARRANTY OR GUARANTEE OF ANY KIND, ORAL OR WRITTEN, EXPRESS OR IMPLIED CONCERNING THE PROPERTY, INCLUDING WITHOUT LIMITATION: (I) THE PROFITABILITY, SUITABILITY OR FITNESS OF THE PROPERTY FOR A PARTICULAR PURPOSE; (II) THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS INCORPORATED INTO THE IMPROVEMENTS, IF ANY, ON THE PROPERTY; (III) THE MANNER OF REPAIR, QUALITY, STATE OF REPAIR, OR LACK OF REPAIR OF THE PROPERTY; AND (IV) THE AVAILABILITY OF UTILITIES AND ACCESS OF THE PROPERTY TO PUBLIC ROADS. THE PROVISIONS OF THIS PARAGRAPH ARE A MATERIAL PART OF THE CONSIDERATION FOR GRANTOR'S ENTERING INTO THIS CONTRACT, AND SHALL SURVIVE CLOSING AND SHALL NOT MERGE.

Fee Simple Determinable Condition:

Grantee is purchasing the Property with the full knowledge that part of the consideration for this conveyance of the Property to Grantor, is Grantee's agreement that the Property shall be used as a Public Parking Garage open to the public as such no later three (3) years after the date hereof and continually thereafter (the "Fee Simple Determinable Condition").

The Fee Simple Determinable Condition shall continue from the date hereof until the date that is fifty (50) years thereafter, provided that Grantor shall have the right to extend the term for by filing an extension of the Fee Simple Determinable Condition in the Official Records of Hidalgo County, Texas.

In the event the Fee Simple Determinable Condition is violated by Grantee, title to the Property will automatically revert to and be owned by Grantor without the necessity of any further act on the part of Grantor. For purposes of the Fee Simple Determinable Condition, the following terms shall have the following meanings:

1. **"Public Parking Facility" shall mean that the Property is used, in full or in part, as a parking facility containing no less than 225 parking spaces which are open to the public.**

2. **"Open to public" shall mean that such parking spaces are accessible by any member of the public on a 24 hour per day/365 day per year basis; provided that the Grantee shall be entitled to charge fees for such parking generally commensurate with the fees charged by other municipalities in the Hidalgo and Cameron Counties, Texas, for similar public parking facilities.**

The Property shall be used solely as a Public Parking Facility for a period of fifty (50) years after the date hereof, unless such other use is approved by Grantor in writing.

When the context requires, singular nouns and pronouns include the plural.

GRANTOR:
COUNTY OF HIDALGO

By: _____
VALDE GUERRA,
Executive Officer

ACCEPTED BY:
GRANTEE:
CITY OF EDINBURG

BY: _____
RON GARZA, City Manager

(Acknowledgment)

STATE OF TEXAS
COUNTY OF **HIDALGO**

This instrument was acknowledged before me on the 27th day of September, 2021, by **VALDE GUERRA, Executive Officer of COUNTY OF HIDALGO**, in the capacity herein stated.

(SEAL)

DIANA CACERES
My Notary ID # 5533354
Expires April 2, 2022

Diana Caceres
Notary Public, State of Texas

(Acknowledgment)

STATE OF TEXAS
COUNTY OF **HIDALGO**

This instrument was acknowledged before me on the 27th day of September, 2021, by **RON GARZA, City Manager of CITY OF EDINBURG**, in the capacity herein stated.

(SEAL)

DIANA CACERES
My Notary ID # 5533354
Expires April 2, 2022

Diana Caceres
Notary Public, State of Texas

AFTER RECORDING RETURN TO:
THE CITY OF EDINBURG
415 W. University Drive
Edinburg, Texas 78541

PREPARED IN THE LAW OFFICE OF:
JOHN ROBERT KING
3409 N. 10th, Suite 100
McAllen, Texas 78501
File No.: **GF#3191968;DC/ch**

THE CITY OF Edinburg

CONTRACT NO.

C-469(a)-21

City Council Approved:

August 17, 2021

To:

Myra L. Ayala, City Manager/Marissa
Tom Reyna, Asst. City Manager
Ascencion Alonzo, Finance Director
Clarice Balderas, City Secretary
Joe Rios, Central Files

EDINBURG All-America City 1968 2000 2005

From: mjidwell

Martha Tidwell, Legal Assistant
City Attorney's Office
415 W. University
P.O. Box 1079
Edinburg, Texas 78540
Phone: (956) 388-8208
Fax: (956) 292-2113
Email: legal@cityofedinburg.com

MEMORANDUM OF UNDERSTANDING BY AND AMONG THE CITY OF EDINBURG, TEXAS, AND HIDALGO COUNTY, per the Sale Purchase Agreement between the City of Edinburg and County of Hidalgo regarding conveyance of certain real property to construct a multi-level parking facility in downtown Edinburg [Property IDs 164820 and 164821 – Edinburg Original Townsite Lots 7-10, 11-17, & E9' of Lot 18 & Alley Lying S Lot 12 & N. of Lots 13-18, Block 210].

Comment:
07-21-23 Omar, please approve.
07-21-23 Marissa, please have City Manager sign and return to me for further processing.
07-27-23 Clarice, please attest and return all originals to me for further processing.
07-27-23 Marissa, for your files – please send original to County for their records.
07-27-23 Joe, an original for Central Files.

7/27/23

THE CITY OF Edinburg

MEMORANDUM

DATE: 7/21/23

TO: Myra L. Ayala, City Manager

FROM: Tomas D. Reyna, Assistant City Manager

SUBJECT: AMENDMENT MOU WITH COE & HIDALGO COUNTY PARKING LOT AGREEMENT

Attached you will find Signed Hidalgo County ~~and ECISD~~ Signed Inter-local

Attachments requiring signatures:

2 – Agreements original

_X_ Approved by City Council on 08/17/21 City Council approved final form of the agreement on _____

_x_ Approval by City Council not required

___ Meets purchasing requirements

___ This item is Budgeted

_ Contract Exhibits completed and valid (including Insurance Certificate, if applicable)

Please review and let me know if you have additional questions.

Reviewed by: _____
Tomas D. Reyna, Assistant City Manager

Reviewed by: _____ Approved by: _____
Omar Ochoa, City Attorney Myra L. Ayala, City Manager

MEMORANDUM OF UNDERSTANDING
BY AND AMONG THE CITY OF EDINBURG, TEXAS AND
HIDALGO COUNTY, TEXAS

This Memorandum of Understanding ("MOU") is entered into to be effective this 20th day of July, 2023 (the "Effective Date") between the City of Edinburg, Texas (the "City") and Hidalgo County, Texas (the "County") (collectively the "Parties"). The Parties intend to be legally bound by the terms herein and each having received good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, agree as follows.

RECITALS:

A. The Parties previously entered into that certain Sale-Purchase Contract dated and effective as of August 17, 2021 (the "Agreement" attached as Exhibit A) relating to the development of a multi-level parking garage in downtown Edinburg.

B. Pursuant to the agreement, the County agreed to convey property (the "Property") to the City and the City agreed to construct a public parking garage on the Property within three years of the effective date of the conveyance.

C. Such deadline was memorialized in the Special Warranty Deed dated September 27, 2021 conveying the property (the "Deed" attached as Exhibit B) as a fee simple determinable condition under which the property would revert back to the County if the parking garage were not completed by the three-year deadline.

D. As of the date of this MOU, the City has hired an architecture firm to design the parking garage and is preparing to request bids for its construction. However, the City estimates that completion will take longer than the current deadline.

E. The City has requested a two-year extension of the deadline for completion, and the County has agreed to the extension request. The City and County acknowledge and recognize that the parking garage is vital to both the economic development of downtown Edinburg and the operations of the County Courthouse and other County buildings, and that the City is working in good faith towards final completion of the parking garage.

F. The Parties desire for the Agreement and Deed to continue pursuant to all other terms not in conflict with this MOU.

AGREEMENT

G. **NOW, THEREFORE,** in consideration of the mutual covenants and agreements contained herein and for the good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

H. The City's deadline to complete the public parking garage contemplated in the Agreement and Deed shall be extended to September 27, 2027.

I. The City and County agree that this MOU shall be filed with the property records of the Property.

J. All other terms of the Agreement and Deed not in conflict with this MOU remain in full force and effect.

K. **Miscellaneous**

(a) **Entire Agreement**. This MOU sets forth all covenants, agreements and understandings between the City and the County with respect to the subject matter hereof and there are no other covenants, conditions or understandings, either written or oral, between the parties hereto with regard thereto except as set forth in the Agreement and Deed.

(b) **Full Force and Effect**. Except as expressly amended hereby, all other items and provision of the Agreement and Deed remain unchanged and continue to be in full force and effect.

(c) **Conflicts**. The terms of this MOU shall control over any conflicts between the terms of the Agreement or Deed and the terms of this MOU.

[Remainder of Page Intentionally Blank]

COUNTY OF HIDALGO

By: _____
VALDE GUERRA,
Executive Officer

CITY OF EDINBURG

BY: _____
MYRA L. AYALA, City Manager

APPROVED AS TO FORM:
OMAR OCHOA LAW FIRM, P.C.

By: _____
Omar Ochoa, City Attorney

(Acknowledgment)

STATE OF TEXAS
COUNTY OF **HIDALGO**

This instrument was acknowledged before me on the 20th day of July, 2023, by **VALDE GUERRA, Executive Officer of COUNTY OF HIDALGO**, in the capacity herein stated.

(SEAL) VERONICA SALINAS NOTARY PUBLIC STATE OF TEXAS ID# 11592020 EXPIRES 4-21-2027

_____
Notary Public, State of Texas

(Acknowledgment)

STATE OF TEXAS
COUNTY OF **HIDALGO**

This instrument was acknowledged before me on the 26th day of July, 2023, by **MYRA L. AYALA, City Manager of CITY OF EDINBURG**, in the capacity herein stated.

(SEAL) MARTHA TIDWELL Notary ID #1923137 My Commission Expires July 15, 2026

_____
Notary Public, State of Texas

Attachments: Exhibit A Sale Purchase Contract, Dated August 17, 2021
Exhibit B Special Warranty Deed, Dated September 27, 2021

AFTER RECORDING RETURN TO:
THE CITY OF EDINBURG
415 W. University Drive
Edinburg, Texas 78541



EXHIBIT A

SALE-PURCHASE CONTRACT

1. Intent: This Sale-Purchase Contract ("Contract") must be interpreted in accordance with this Paragraph. The contents of this Intent are not just a preamble but considered as part of the body of the Contract. If there be any conflict with the provisions of this Intent Paragraph with the remaining contents of this Contract, this Intent Paragraph controls and supersedes any such conflict. If there is any ambiguity in this Contract, it will be resolved to accomplish this Intent. If there is any missing language in the Contract it will be deemed to have been included to accomplish this Intent. The following is the Intent of the parties:

   A. Buyer is purchasing the Property for a public purpose to construct a multi-level parking facility to serve downtown Edinburg and surrounding areas (the "Parking Facility").

   B. Buyer is purchasing the Property after inspections and evaluation by its own experts not relying on any representation by Seller and/or Seller's agents. Buyer is accepting the Property in its "as is" physical condition as more particularly set out below.

   C. There are not any improvements on the Property.

   D. Seller is a government entity and Buyer is a government entity and they acknowledge and agree that they are entering into this transaction pursuant to the provisions of Section 272.001 of the Texas Local Government Code.

   E. Seller is not aware that Seller owns any interest in the mineral estate but to the extent that Seller does own, same are hereby conveyed to Buyer.

2. Effective Date: August 17, 2021

3. Parties:

   A. Seller: Hidalgo County, Texas

   B. Buyer: City of Edinburg, Texas

4. Property: The property located in Edinburg, Hidalgo County, Texas, and as described in the attached **as Exhibit "A"** (the "Property")

5. Sales Price: $1.00

6. Earnest Money: No earnest money is required.

7. Agreement: Seller agrees to sell to Buyer and Buyer agrees to buy from Seller the Property for the Sales Price above described under the terms, provisions, covenants and conditions herein set out in this Contract.

8. Deadlines and Other Dates

A. All deadlines in this contract expire at 5:00 P.M. local time where the Property is located. Time is of the essence; items contemplated may be completed before the deadlines provided.

i. Delivery of Title Commitment: September 1, 2021 (Fifteen (15) calendar days after the Effective Date)

ii. Delivery of Survey: September 1, 2021 (Fifteen (15) calendar days after the Effective Date)

iii. Closing Date: September 1, 2021

9. Terms and Conditions:

A. Seller's Obligations: On or before Closing, Seller is to provide Buyer with:

i. Evidence of Seller's capacity and authority to sell the Property and to close this transaction.

ii. A Special Warranty Deed (the "Deed") as to the Property properly executed and acknowledged by Seller, conveying good and indefeasible title, in fee simple to all the Property, free and clear of any and all rights, liens, encumbrances, conditions, uses, easements, rights-of-way, assessments, reservations, leases and restrictions, except as indicated and agreed to by Buyer on Schedule B of the title commitment. The Deed shall also contain the "as-is" language clause attached as **Exhibit "B"**, the reversion clause attached as **Exhibit "C"**, and a deed restriction attached as **Exhibit "D"**.

iii. Possession of the Property (Subject to use by Seller for public parking, until date of Commencement of Work for Construction).

iv. All documents, duly executed and acknowledged, necessary to close this transaction, including properly filled in Certificate as required by Section 1445 of the Internal Revenue Code of 1954, as amended and the IRS 1099S form.

B. Buyer's Obligations: On or before Closing of this sale/purchase, Buyer, at Buyer's expense, shall provide Seller with:

i. Necessary monies needed to close the Buyer's portion of the closing expenses, less the appropriate prorations and credits, if any, and all documents, duly executed and acknowledged, necessary to close this transaction.

ii. Buyer shall make the Property available for use by the Seller for public parking until the written notice is provided to Seller within 60 days of the date for Commencement of Work for Construction, in accordance with the requirements of Exhibits "C" and "D".

C. Federal Tax Requirement: If Seller is a "foreign person" as defined by applicable law or if Seller fails to deliver an affidavit that Seller is not a "foreign person", then Buyer must withhold from the Sales Proceeds at Closing an amount sufficient to comply with the applicable tax law and deliver same to the United States Internal Revenue Service, together with the appropriate tax forms.

D. Closing Costs:At Closing of this Contract, the Parties will pay the following as indicated:

i. Seller is to pay the following:

a. Seller's Attorney's fees;

b. All other costs in this Contract which are the responsibility of Seller.

ii. Buyer shall pay the following:

a. Tax Service report fee;

b. The basic premium for the Owner's Policy of Title Insurance and the State of Texas Guaranty Fee corresponding to same Costs of clearing and transferring title and all recordation charges attributable to same

c. Buyer's attorney's fees; and

d. A survey sufficient for purposes of obtaining Title Insurance; and

e. Closing costs and all costs of recording.

E. Prorations:Since both Seller and Buyer are government entities exempt from ad valorem taxes, no taxes will be prorated.

F. Closing and Possession:The Closing of this conveyance shall be on or before September 1, 2021. Buyer is to receive possession of the Property at Closing.

G. Inspections and Feasibility Studies: Completed before signing of this Contract.

H. Default and Remedies: If either Seller or Buyer fails to comply with this Contract, the other party's ***sole and exclusive remedy*** shall be to terminate this Contract. Neither party will be entitled to any attorneys' fees, neither contractually, at law nor in equity. **The Parties specifically waive any rights to statutory attorney's fees, including, but not limited to, attorney's fees allowed under Chapters 37 & 38, Texas Civil Practice & Remedies Code.** The Parties also waive any right to recover incidental or consequential damages.

I. Notices to The Parties:

i. Buyer should have an Abstract covering the Property examined by an attorney of Buyer's selection or Buyer should be furnished with or obtain a Title Policy. If a Title Policy is to be obtained, Buyer should obtain a Commitment for Title Insurance which should be examined by an attorney of Buyer's choice at or prior to Closing.

ii. If the Property is situated in a Utility District, the Texas Water Code requires the Buyer to sign and acknowledge the statutory notice from Seller relating to the tax rate and bonded indebtedness of the District.

iii. Buyer is advised that the presence of wetlands, toxic substances, including lead-based paint or asbestos and waste or other environmental hazards or the presence of threatened or endangered species or its habitat may affect Buyer's intended use of the Property.

10. Miscellaneous:

b. Ambiguities Not to Be Construed against Party Who Drafted Contract: This Contract is a negotiated agreement and any documents delivered pursuantly hereto must be interpreted without regard to the identity of the persons who drafted the various provisions and in accordance with the Intent (paragraph 1.). Every provision of this Contract and such other documents will be construed as though all Parties participated equally in their drafting. Any legal rule of construction that a document is to be construed against the drafting Party is not to be applied and is expressly waived.

c. Applicable Law: **THIS CONTRACT IS GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF TEXAS.**

d. Appraisal District: After Closing, Buyer is advised to inform the Hidalgo County Appraisal District of the change of ownership to have the valuation of the Property for taxing purposes mailed to Buyer. The Hidalgo County Appraisal District will require a copy of recorded Deed into Buyer.

e. Binding Effect: This Contract is binding upon and inures to the benefit of the Parties hereto and their heirs, successors and assigns. ***Neither Party may assign this Contract.***

f. Counterparts: This Contract may be executed in any number of counterparts; each such counterpart is deemed to be an original instrument, but all such counterparts together shall constitute but one Contract.

g. Entire Agreement Modification: This Contract together with any attached exhibits and any addenda signed by the Parties constitutes the entire agreement between the Parties. This Agreement can be modified only by a writing signed by the Parties.

h. Exhibits: All attached exhibits and addenda, if any, are incorporated herein for all purposes.

i. Facsimile Signatures: Except for recording purposes, this Contract will be treated for all purposes as an original document if it is transmitted by facsimile machine (fax) or scanned and emailed. The signature of any Party on this Contract will be considered as an original signature for all purposes, with the same binding legal effect as an original signature, if transmitted by fax or scanned and emailed.

j. Gender: Words of gender used in this Contract will be construed to include any other gender, and words in the singular number will be construed to include the plural, and vice versa, unless the context requires otherwise.

k. No Special Relationship: The Parties' relationship as to this Contract is that of an ordinary commercial relationship, and does not intend to create the relationship of principal and agent, partnership, joint venture or any other special relationship.

l. Notices: Any notice required by or permitted under this Contract must be in writing and will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested and addressed to the intended recipient at the address **shown in this Contract**. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein. Any such notice is deemed properly transmitted if it is actually received by the recipient.

m. Severability: In case any one or more of the provisions contained in this Contract be held to be invalid, illegal or unenforceable in any respect ("Impairment"), such Impairment will not affect any other provision hereof, and this Contract must be construed as if such Impairment had never been contained herein.

n. Survival: The obligations of this Contract that cannot be performed before termination of this Contract or before closing will survive termination of this Contract or closing, and the legal doctrine of merger will not apply to these matters. This contents of this Contract will control and supersede any conflict in the contents of any Closing Documents.

o. Time: Time is of the essence in this Contract.

EXECUTED in multiple copies on this 17 day of August, 2021.

Seller:	Buyer:
Hidalgo County, Texas	City of Edinburg
By: _____	By: _____

Seller's Address & Telephone No.:
100 E. Cano
Edinburg, Texas
Phone: (956) 318-2600

Buyer's Address & Telephone No.:
415 W. University
P.O. Box 1079
Edinburg, Texas 78540
Phone: (956) 388-8207

CITY OF EDINBURG TEXAS

ATTEST:

Myra L. Ayala, City Secretary

APPROVED AS TO FORM:
OMAR OCHOA LAW FIRM, P.C.

By: _____
Omar Ochoa, City Attorney

Exhibit "A"
The Property



Property ID: 164820
Geographic ID: E3300-00-210-0007-00
Legal Description: EDINBURG TOWNSITE LOTS 7 THRU 10 BLK 210

Property ID: 164821
Geographic ID: E3300-00-210-0011-00
Legal Description: EDINBURG TOWNSITE LTS 11-17 & E 9' OF LT 18 & ALLEY LYING S LT 12 & N OF LOTS 13 TO 18 BLK 210

Exhibit "B"
"As is" Clause

Buyer acknowledges that Buyer will have the opportunity to independently and personally inspect the Property and that Buyer has entered into this Contract based upon Buyer's ability to make such examinations and inspections. As a material part of the consideration for this Contract, Seller and Buyer agree that the Property is to be sold to and accepted by Buyer at closing in its then present condition, "AS IS, WHERE IS, WITH ALL FAULTS, AND WITHOUT ANY WARRANTY WHATSOEVER, EXPRESS OR IMPLIED, EXCEPT AS TO THE WARRANTY OF TITLE ON THE PROPERTY MADE IN THE SPECIAL WARRANTY DEED REQUIRED OF SELLER UNDER THIS CONTRACT. BUYER ALSO ACKNOWLEDGES THAT, EXCEPT AS TO THE REPRESENTATIONS EXPRESSLY SET FORTH IN THIS CONTRACT, BUYER IS NOT RELYING UPON THE ACCURACY OR COMPLETENESS OF ANY REPRESENTATION, BROCHURE, RENDERING, PROMISE, STATEMENT OR OTHER ASSERTION OR INFORMATION WITH RESPECT TO THE PROPERTY MADE OR FURNISHED BY OR ON BEHALF OF, OR OTHERWISE ATTRIBUTED TO, SELLER OR ANY OF ITS AGENTS, EMPLOYEES OR REPRESENTATIVES, ANY AND ALL SUCH RELIANCE BEING HEREBY EXPRESSLY AND UNEQUIVOCALLY DISCLAIMED, BUT IS RELYING SOLELY AND EXCLUSIVELY UPON ITS OWN EXPERIENCE AND ITS INDEPENDENT JUDGMENT, EVALUATION AND EXAMINATION OF THE PROPERTY. NOTWITHSTANDING ANYTHING IN THE CONTRACT OR ANY ADDENDA TO THE CONTRARY, SELLER, EXCEPT AS TO THE EXPRESS REPRESENTATIONS CONTAINED HEREIN AND THE WARRANTY OF TITLE IN THE SPECIAL WARRANTY DEED REQUIRED OF SELLER UNDER THIS CONTRACT, MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND TO BUYER, INCLUDING, WITHOUT LIMITATION: (A) THE PHYSICAL CONDITION OF THE PROPERTY AND ANY IMPROVEMENTS LOCATED THEREON; (B) ANY AND ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF CONDITION, MERCHANTABILITY, HABITABILITY AND FITNESS FOR A PARTICULAR PURPOSE; (C) ANY REPRESENTATION OR WARRANTY WITH REGARD TO COMPLIANCE WITH ANY ENVIRONMENTAL PROTECTION, POLLUTION OR LAND USE LAWS, RULES, REGULATIONS, ORDERS OR REQUIREMENTS INCLUDING, BUT NOT LIMITED TO, THOSE PERTAINING TO THE HANDLING, GENERATING, TREATING, STORING OR DISPOSING OF ANY HAZARDOUS WASTE, SUBSTANCE OR SOLID WASTE, AS DEFINED BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY REGULATIONS AT 40 C.F.R. PART 2261, OR HAZARDOUS SUBSTANCE, AS DEFINED BY THE COMPREHENSIVE ENVIRONMENTAL RESPONSE COMPENSATION AND LIABILITY ACT OF 1990, AS AMENDED, AND REGULATIONS PROMULGATED THEREUNDER; AND (D) ANY REPRESENTATION, WARRANTY OR GUARANTEE OF ANY KIND, ORAL OR WRITTEN, EXPRESS OR IMPLIED CONCERNING THE PROPERTY, INCLUDING WITHOUT LIMITATION: (I) THE PROFITABILITY, SUITABILITY OR FITNESS OF THE PROPERTY FOR A PARTICULAR PURPOSE; (II) THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS INCORPORATED INTO THE IMPROVEMENTS, IF ANY, ON THE PROPERTY; (III) THE MANNER OF REPAIR, QUALITY, STATE OF REPAIR, OR LACK OF REPAIR OF THE PROPERTY; AND (IV) THE AVAILABILITY OF UTILITIES AND ACCESS OF THE PROPERTY TO PUBLIC ROADS. THE PROVISIONS OF THIS PARAGRAPH ARE A MATERIAL PART OF THE CONSIDERATION FOR SELLER'S ENTERING INTO THIS CONTRACT, AND SHALL SURVIVE CLOSING AND SHALL NOT MERGE.

Exhibit "C"
Reversion clause

The Deed shall contain the following provision:

Fee Simple Determinable Condition:

Grantee is purchasing the Property with the full knowledge that part of the consideration for this conveyance of the Property to Grantor, is Grantee's agreement that the Property shall be used as a Public Parking Garage open to the public as such no later three (3) years after the date hereof and continually thereafter (the "Fee Simple Determinable Condition").

The Fee Simple Determinable Condition shall continue from the date hereof until the date that is fifty (50) years thereafter, provided that Grantor shall have the right to extend the term for by filing an extension of the Fee Simple Determinable Condition in the Official Records of Hidalgo County, Texas.

In the event the Fee Simple Determinable Condition is violated by Grantee, title to the Property will automatically revert to and be owned by Grantor without the necessity of any further act on the part of Grantor. For purposes of the Fee Simple Determinable Condition, the following terms shall have the following meanings:

1. "Public Parking Facility" shall mean that the Property is used, in full or in part, as a parking facility containing no less than 225 parking spaces which are open to the public.

2. "Open to public" shall mean that such parking spaces are accessible by any member of the public on a 24 hour per day/365 day per year basis; provided that the Grantee shall be entitled to charge fees for such parking generally commensurate with the fees charged by other municipalities in the Hidalgo and Cameron Counties, Texas, for similar public parking facilities.

Exhibit "D"
Deed Restriction

The Deed shall contain the following restrictive covenant:

The Property shall be used solely as a Public Parking Facility for a period of fifty (50) years after the date hereof, unless such other use is approved by Grantor in writing.

EXHIBIT B

Special Warranty Deed

Notice of confidentiality rights: If you are a natural person, you may remove or strike any or all 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: **September 27, 2021**

Grantor: **COUNTY OF HIDALGO A/K/A HIDALGO COUNTY, TEXAS, A POLITICAL SUBDIVISION**

Grantor's Mailing Address: **100 N. Closner Blvd.**
Edinburg, Texas 78539
Hidalgo County

Grantee: **THE CITY OF EDINBURG, A TEXAS HOME RULE MUNICIPAL CORPORATION**

Grantee's Mailing Address: **415 W. University Drive**
Edinburg, Texas 78541
Hidalgo County

Consideration: TEN AND NO/100THS DOLLARS ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged

Property (including any improvements):

TRACT 1:

Lots 7, 8, 9 and 10, Block 210, ORIGINAL TOWNSITE OF EDINBURG, Hidalgo County, Texas, according to amended map and plat thereof recorded in Volume 1, Page 23, Map Records of Hidalgo County, Texas.

TRACT 2:

Lots 11 through 18, inclusive, Block 210 and any and all alley ways or what purports to be alley ways lying between said Lots, particularly that strip lying immediately South of Lot 12 and North of Lots 13 through 18, inclusive, Block 210, ORIGINAL TOWNSITE OF EDINBURG, Hidalgo County, Texas, as per amended map or plat thereof recorded in Volume 1, Page 23, Map Records, Hidalgo County, Texas;

SAVE AND EXCEPT: that certain portion of Lot 18, Block 210, Original Townsite of Edinburg, Hidalgo County, Texas, as per map or plat thereof recorded in Volume 1, Page 23, Map Records, Hidalgo County, Texas, being previously conveyed and more particularly described by metes and bounds in Deed dated February 11, 1955, from Gulf Oil Corporation to Golden Jersey Creamery of Hidalgo County, Texas, recorded in Volume 823, Page 143, Deed Records of Hidalgo County, Texas.

Subject To: None

Exceptions to Conveyance and Warranty: **To the extent they validly exist:**

1. **Right of way easement granted to Rio Grande Valley Gas Company, a Delaware corporation, by Edinburg Builders Supply Company and Edinburg Improvement Association, dated October 16, 1937, filed for record in the Office of the County Clerk of Hidalgo County, Texas in Volume 435, Page 276, Deed Records of Hidalgo County, Texas.**

2. **Right of way easement granted to Central Power and Light Company, by Manuela S. Perez, dated March 23, 1999, filed for record on May 14, 1999 in the Office of the**

County Clerk of Hidalgo County, Texas, under Clerk's Document No. 773809. (as to Tract 2)

3. **Easements and Conditions as shown on the amended Map or Plat thereof, filed for record in Volume 1, Page 23, Map Records of Hidalgo County, Texas.**

4. **Easements or claims of easements which are not a part of the public record.**

5. **Any unrecorded leases or rental agreements, written or oral, together with the rights of any tenant thereunder or tenant at will.**

6. **Property may be impressed with public property qualification or condition.**

7. **Third party rights of ingress and egress.**

8. **Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the land.**

9. **All ad valorem taxes for the year 2021 and all subsequent years.**

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 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 **when the claim is by, through, or under Grantor but not otherwise**, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

Grantor acknowledges that Grantee will have the opportunity to independently and personally inspect the Property and that Grantee has entered into this Contract based upon Grantee's ability to make such examinations and inspections. As a material part of the consideration for this Contract, Grantor and Grantee agree that the Property is to be sold to and accepted by Grantee at closing in its then present condition, "AS IS, WHERE IS, WITH ALL FAULTS, AND WITHOUT ANY WARRANTY WHATSOEVER, EXPRESS OR IMPLIED, EXCEPT AS TO THE WARRANTY OF TITLE ON THE PROPERTY MADE IN THE SPECIAL WARRANTY DEED REQUIRED OF GRANTOR. GRANTEE ALSO ACKNOWLEDGES THAT, EXCEPT AS TO THE REPRESENTATIONS EXPRESSLY SET FORTH IN THIS CONTRACT, GRANTEE IS NOT RELYING UPON THE ACCURACY OR COMPLETENESS OF ANY REPRESENTATION, BROCHURE, RENDERING, PROMISE, STATEMENT OR OTHER ASSERTION OR INFORMATION WITH RESPECT TO THE PROPERTY MADE OR FURNISHED BY OR ON BEHALF OF, OR OTHERWISE ATTRIBUTED TO, GRANTOR OR ANY OF ITS AGENTS, EMPLOYEES OR REPRESENTATIVES, ANY AND ALL SUCH RELIANCE BEING HEREBY EXPRESSLY AND UNEQUIVOCALLY DISCLAIMED, BUT IS RELYING SOLELY AND EXCLUSIVELY UPON ITS OWN EXPERIENCE AND ITS INDEPENDENT JUDGMENT, EVALUATION AND EXAMINATION OF THE PROPERTY. NOTWITHSTANDING ANYTHING IN THE CONTRACT OR ANY ADDENDA TO THE CONTRARY, GRANTOR, EXCEPT AS TO THE EXPRESS REPRESENTATIONS CONTAINED HEREIN AND THE WARRANTY OF TITLE IN THE SPECIAL WARRANTY DEED REQUIRED OF SELLER UNDER THIS CONTRACT, MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND TO GRANTEE, INCLUDING, WITHOUT LIMITATION: (A) THE PHYSICAL CONDITION OF THE PROPERTY AND ANY IMPROVEMENTS LOCATED THEREON; (B) ANY AND ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF CONDITION, MERCHANTABILITY, HABITABILITY AND FITNESS FOR A PARTICULAR PURPOSE; (C) ANY REPRESENTATION OR WARRANTY WITH REGARD TO COMPLIANCE WITH ANY ENVIRONMENTAL

PROTECTION, POLLUTION OR LAND USE LAWS, RULES, REGULATIONS, ORDERS OR REQUIREMENTS INCLUDING, BUT NOT LIMITED TO, THOSE PERTAINING TO THE HANDLING, GENERATING, TREATING, STORING OR DISPOSING OF ANY HAZARDOUS WASTE, SUBSTANCE OR SOLID WASTE, AS DEFINED BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY REGULATIONS AT 40 C.F.R. PART 2261, OR HAZARDOUS SUBSTANCE, AS DEFINED BY THE COMPREHENSIVE ENVIRONMENTAL RESPONSE COMPENSATION AND LIABILITY ACT OF 1990, AS AMENDED, AND REGULATIONS PROMULGATED THEREUNDER; AND (D) ANY REPRESENTATION, WARRANTY OR GUARANTEE OF ANY KIND, ORAL OR WRITTEN, EXPRESS OR IMPLIED CONCERNING THE PROPERTY, INCLUDING WITHOUT LIMITATION: (I) THE PROFITABILITY, SUITABILITY OR FITNESS OF THE PROPERTY FOR A PARTICULAR PURPOSE; (II) THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS INCORPORATED INTO THE IMPROVEMENTS, IF ANY, ON THE PROPERTY; (III) THE MANNER OF REPAIR, QUALITY, STATE OF REPAIR, OR LACK OF REPAIR OF THE PROPERTY; AND (IV) THE AVAILABILITY OF UTILITIES AND ACCESS OF THE PROPERTY TO PUBLIC ROADS. THE PROVISIONS OF THIS PARAGRAPH ARE A MATERIAL PART OF THE CONSIDERATION FOR GRANTOR'S ENTERING INTO THIS CONTRACT, AND SHALL SURVIVE CLOSING AND SHALL NOT MERGE.

Fee Simple Determinable Condition:

Grantee is purchasing the Property with the full knowledge that part of the consideration for this conveyance of the Property to Grantor, is Grantee's agreement that the Property shall be used as a Public Parking Garage open to the public as such no later three (3) years after the date hereof and continually thereafter (the "Fee Simple Determinable Condition").

The Fee Simple Determinable Condition shall continue from the date hereof until the date that is fifty (50) years thereafter, provided that Grantor shall have the right to extend the term for by filing an extension of the Fee Simple Determinable Condition in the Official Records of Hidalgo County, Texas.

In the event the Fee Simple Determinable Condition is violated by Grantee, title to the Property will automatically revert to and be owned by Grantor without the necessity of any further act on the part of Grantor. For purposes of the Fee Simple Determinable Condition, the following terms shall have the following meanings:

1. **"Public Parking Facility" shall mean that the Property is used, in full or in part, as a parking facility containing no less than 225 parking spaces which are open to the public.**

2. **"Open to public" shall mean that such parking spaces are accessible by any member of the public on a 24 hour per day/365 day per year basis; provided that the Grantee shall be entitled to charge fees for such parking generally commensurate with the fees charged by other municipalities in the Hidalgo and Cameron Counties, Texas, for similar public parking facilities.**

The Property shall be used solely as a Public Parking Facility for a period of fifty (50) years after the date hereof, unless such other use is approved by Grantor in writing.

When the context requires, singular nouns and pronouns include the plural.

GRANTOR:
COUNTY OF HIDALGO

By: _____
VALDE GUERRA,
Executive Officer

ACCEPTED BY:
GRANTEE:
CITY OF EDINBURG

BY: _____
RON GARZA, City Manager

(Acknowledgment)

STATE OF TEXAS
COUNTY OF **HIDALGO**

This instrument was acknowledged before me on the 27th day of September, 2021, by **VALDE GUERRA, Executive Officer of COUNTY OF HIDALGO**, in the capacity herein stated.

(SEAL)

DIANA CACERES
My Notary ID # 5533354
Expires April 2, 2022

Diana Caceres
Notary Public, State of Texas

(Acknowledgment)

STATE OF TEXAS
COUNTY OF **HIDALGO**

This instrument was acknowledged before me on the 27th day of September, 2021, by **RON GARZA, City Manager of CITY OF EDINBURG**, in the capacity herein stated.

(SEAL)

DIANA CACERES
My Notary ID # 5533354
Expires April 2, 2022

Diana Caceres
Notary Public, State of Texas

AFTER RECORDING RETURN TO:
THE CITY OF EDINBURG
415 W. University Drive
Edinburg, Texas 78541

PREPARED IN THE LAW OFFICE OF:
JOHN ROBERT KING
3409 N. 10th, Suite 100
McAllen, Texas 78501
File No.: **GF#3191968;DC/ch**

THE CITY OF Edinburg

CONTRACT NO.	City Council Approved:
C-469-21	August 17, 2021

To:	From:
Ron Garza, City Manager/Marissa Dagoberto Soto, Finance Director/Lorena Myra Ayala, City Secretary Joe Rios, Central Files	EDINBURG All-America City 1908 2000 2005 Martha Jenkins, Legal Assistant City Attorney's Office 415 W. University P.O. Box 1079 Edinburg, Texas 78540 **Phone: (956) 388-8208** **Fax: (956) 292-2113** **Email:** legal@cityofedinburg.com

Sale Purchase Agreement between the City of Edinburg and County of Hidalgo regarding conveyance of certain real property to construct a multi-level parking facility in downtown Edinburg [Property IDs 164820 and 164821 – Edinburg Original Townsite Lots 7-10, 11-17, & E9' of Lot 18 & Alley Lying S Lot 12 & N. of Lots 13-18, Block 210].

Comment:
08-18-21 Omar, please approve.
08-18-21 Myra, please attest and return all originals to me for further processing.
08-18-21 Marissa, for your files – please send original to County for their records.
08-18-21 Joe, an original for Central Files.

SALE-PURCHASE CONTRACT

1. Intent: This Sale-Purchase Contract ("Contract") must be interpreted in accordance with this Paragraph. The contents of this Intent are not just a preamble but considered as part of the body of the Contract. If there be any conflict with the provisions of this Intent Paragraph with the remaining contents of this Contract, this Intent Paragraph controls and supersedes any such conflict. If there is any ambiguity in this Contract, it will be resolved to accomplish this Intent. If there is any missing language in the Contract it will be deemed to have been included to accomplish this Intent. The following is the Intent of the parties:

   A. Buyer is purchasing the Property for a public purpose to construct a multi-level parking facility to serve downtown Edinburg and surrounding areas (the "Parking Facility").

   B. Buyer is purchasing the Property after inspections and evaluation by its own experts not relying on any representation by Seller and/or Seller's agents. Buyer is accepting the Property in its "as is" physical condition as more particularly set out below.

   C. There are not any improvements on the Property.

   D. Seller is a government entity and Buyer is a government entity and they acknowledge and agree that they are entering into this transaction pursuant to the provisions of Section 272.001 of the Texas Local Government Code.

   E. Seller is not aware that Seller owns any interest in the mineral estate but to the extent that Seller does own, same are hereby conveyed to Buyer.

2. Effective Date: August 17, 2021

3. Parties:

   A. Seller: Hidalgo County, Texas

   B. Buyer: City of Edinburg, Texas

4. Property: The property located in Edinburg, Hidalgo County, Texas, and as described in the attached **as Exhibit "A"** (the "Property")

5. Sales Price: $1.00

6. Earnest Money: No earnest money is required.

7. Agreement: Seller agrees to sell to Buyer and Buyer agrees to buy from Seller the Property for the Sales Price above described under the terms, provisions, covenants and conditions herein set out in this Contract.

8. Deadlines and Other Dates

A. All deadlines in this contract expire at 5:00 P.M. local time where the Property is located. Time is of the essence; items contemplated may be completed before the deadlines provided.

i. Delivery of Title Commitment: September 1, 2021 (Fifteen (15) calendar days after the Effective Date)

ii. Delivery of Survey: September 1, 2021 (Fifteen (15) calendar days after the Effective Date)

iii. Closing Date: September 1, 2021

9. Terms and Conditions:

A. Seller's Obligations: On or before Closing, Seller is to provide Buyer with:

i. Evidence of Seller's capacity and authority to sell the Property and to close this transaction.

ii. A Special Warranty Deed (the "Deed") as to the Property properly executed and acknowledged by Seller, conveying good and indefeasible title, in fee simple to all the Property, free and clear of any and all rights, liens, encumbrances, conditions, uses, easements, rights-of-way, assessments, reservations, leases and restrictions, except as indicated and agreed to by Buyer on Schedule B of the title commitment. The Deed shall also contain the "as-is" language clause attached as **Exhibit "B"**, the reversion clause attached as **Exhibit "C"**, and a deed restriction attached as **Exhibit "D"**.

iii. Possession of the Property (Subject to use by Seller for public parking, until date of Commencement of Work for Construction).

iv. All documents, duly executed and acknowledged, necessary to close this transaction, including properly filled in Certificate as required by Section 1445 of the Internal Revenue Code of 1954, as amended and the IRS 1099S form.

B. Buyer's Obligations: On or before Closing of this sale/purchase, Buyer, at Buyer's expense, shall provide Seller with:

i. Necessary monies needed to close the Buyer's portion of the closing expenses, less the appropriate prorations and credits, if any, and all documents, duly executed and acknowledged, necessary to close this transaction.

ii. Buyer shall make the Property available for use by the Seller for public parking until the written notice is provided to Seller within 60 days of the date for Commencement of Work for Construction, in accordance with the requirements of Exhibits "C" and "D".

C. Federal Tax Requirement: If Seller is a "foreign person" as defined by applicable law or if Seller fails to deliver an affidavit that Seller is not a "foreign person", then Buyer must withhold from the Sales Proceeds at Closing an amount sufficient to comply with the applicable tax law and deliver same to the United States Internal Revenue Service, together with the appropriate tax forms.

D. Closing Costs:At Closing of this Contract, the Parties will pay the following as indicated:

i. Seller is to pay the following:

a. Seller's Attorney's fees;

b. All other costs in this Contract which are the responsibility of Seller.

ii. Buyer shall pay the following:

a. Tax Service report fee;

b. The basic premium for the Owner's Policy of Title Insurance and the State of Texas Guaranty Fee corresponding to same Costs of clearing and transferring title and all recordation charges attributable to same

c. Buyer's attorney's fees; and

d. A survey sufficient for purposes of obtaining Title Insurance; and

e. Closing costs and all costs of recording.

E. Prorations:Since both Seller and Buyer are government entities exempt from ad valorem taxes, no taxes will be prorated.

F. Closing and Possession:The Closing of this conveyance shall be on or before September 1, 2021. Buyer is to receive possession of the Property at Closing.

G. Inspections and Feasibility Studies: Completed before signing of this Contract.

H. Default and Remedies: If either Seller or Buyer fails to comply with this Contract, the other party's ***sole and exclusive remedy*** shall be to terminate this Contract. Neither party will be entitled to any attorneys' fees, neither contractually, at law nor in equity. **The Parties specifically waive any rights to statutory attorney's fees, including, but not limited to, attorney's fees allowed under Chapters 37 & 38, Texas Civil Practice & Remedies Code.** The Parties also waive any right to recover incidental or consequential damages.

I. Notices to The Parties:

i. Buyer should have an Abstract covering the Property examined by an attorney of Buyer's selection or Buyer should be furnished with or obtain a Title Policy. If a Title Policy is to be obtained, Buyer should obtain a Commitment for Title Insurance which should be examined by an attorney of Buyer's choice at or prior to Closing.

ii. If the Property is situated in a Utility District, the Texas Water Code requires the Buyer to sign and acknowledge the statutory notice from Seller relating to the tax rate and bonded indebtedness of the District.

iii. Buyer is advised that the presence of wetlands, toxic substances, including lead-based paint or asbestos and waste or other environmental hazards or the presence of threatened or endangered species or its habitat may affect Buyer's intended use of the Property.

10. Miscellaneous:

b. Ambiguities Not to Be Construed against Party Who Drafted Contract: This Contract is a negotiated agreement and any documents delivered pursuantly hereto must be interpreted without regard to the identity of the persons who drafted the various provisions and in accordance with the Intent (paragraph 1.). Every provision of this Contract and such other documents will be construed as though all Parties participated equally in their drafting. Any legal rule of construction that a document is to be construed against the drafting Party is not to be applied and is expressly waived.

c. Applicable Law: **THIS CONTRACT IS GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF TEXAS.**

d. Appraisal District: After Closing, Buyer is advised to inform the Hidalgo County Appraisal District of the change of ownership to have the valuation of the Property for taxing purposes mailed to Buyer. The Hidalgo County Appraisal District will require a copy of recorded Deed into Buyer.

e. Binding Effect: This Contract is binding upon and inures to the benefit of the Parties hereto and their heirs, successors and assigns. ***Neither Party may assign this Contract.***

f. Counterparts: This Contract may be executed in any number of counterparts; each such counterpart is deemed to be an original instrument, but all such counterparts together shall constitute but one Contract.

g. Entire Agreement Modification: This Contract together with any attached exhibits and any addenda signed by the Parties constitutes the entire agreement between the Parties. This Agreement can be modified only by a writing signed by the Parties.

h. Exhibits: All attached exhibits and addenda, if any, are incorporated herein for all purposes.

i. Facsimile Signatures: Except for recording purposes, this Contract will be treated for all purposes as an original document if it is transmitted by facsimile machine (fax) or scanned and emailed. The signature of any Party on this Contract will be considered as an original signature for all purposes, with the same binding legal effect as an original signature, if transmitted by fax or scanned and emailed.

j. Gender: Words of gender used in this Contract will be construed to include any other gender, and words in the singular number will be construed to include the plural, and vice versa, unless the context requires otherwise.

k. No Special Relationship: The Parties' relationship as to this Contract is that of an ordinary commercial relationship, and does not intend to create the relationship of principal and agent, partnership, joint venture or any other special relationship.

l. Notices: Any notice required by or permitted under this Contract must be in writing and will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested and addressed to the intended recipient at the address **shown in this Contract**. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein. Any such notice is deemed properly transmitted if it is actually received by the recipient.

m. Severability: In case any one or more of the provisions contained in this Contract be held to be invalid, illegal or unenforceable in any respect ("Impairment"), such Impairment will not affect any other provision hereof, and this Contract must be construed as if such Impairment had never been contained herein.

n. Survival: The obligations of this Contract that cannot be performed before termination of this Contract or before closing will survive termination of this Contract or closing, and the legal doctrine of merger will not apply to these matters. This contents of this Contract will control and supersede any conflict in the contents of any Closing Documents.

o. Time: Time is of the essence in this Contract.

EXECUTED in multiple copies on this 17 day of August, 2021.

Seller:	Buyer:
Hidalgo County, Texas	City of Edinburg
By: _____	By: _____

Seller's Address & Telephone No.:
100 E. Cano
Edinburg, Texas
Phone: (956) 318-2600

Buyer's Address & Telephone No.:
415 W. University
P.O. Box 1079
Edinburg, Texas 78540
Phone: (956) 388-8207

CITY OF EDINBURG TEXAS

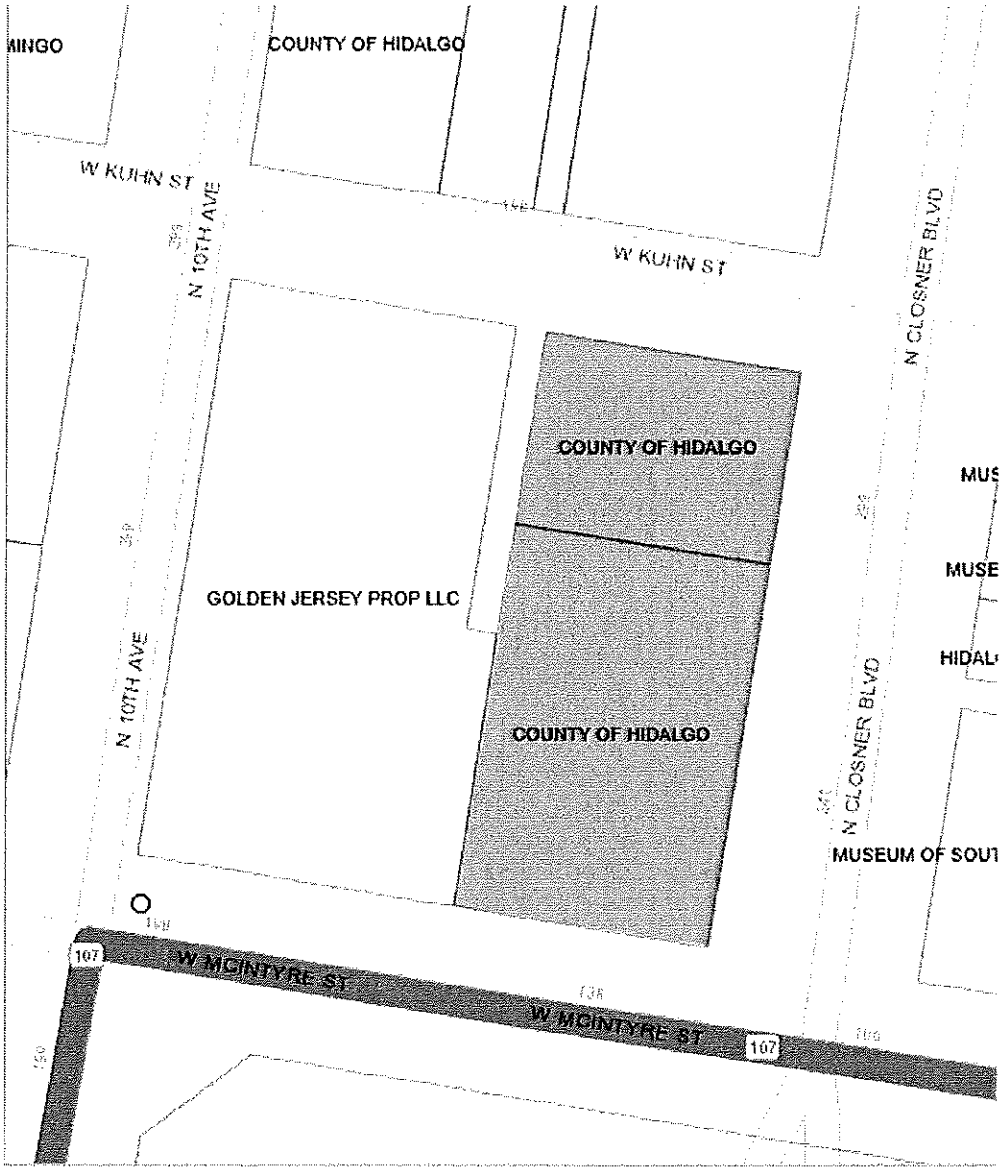
ATTEST:

Myra L. Ayala, City Secretary

APPROVED AS TO FORM:
OMAR OCHOA LAW FIRM, P.C.

By: _____
Omar Ochoa, City Attorney

Exhibit "A"
The Property



Property ID: 164820
Geographic ID: E3300-00-210-0007-00
Legal Description: EDINBURG TOWNSITE LOTS 7 THRU 10 BLK 210

Property ID: 164821
Geographic ID: E3300-00-210-0011-00
Legal Description: EDINBURG TOWNSITE LTS 11-17 & E 9' OF LT 18 & ALLEY LYING S LT 12 & N OF LOTS 13 TO 18 BLK 210

Exhibit "B"
"As is" Clause

Buyer acknowledges that Buyer will have the opportunity to independently and personally inspect the Property and that Buyer has entered into this Contract based upon Buyer's ability to make such examinations and inspections. As a material part of the consideration for this Contract, Seller and Buyer agree that the Property is to be sold to and accepted by Buyer at closing in its then present condition, "AS IS, WHERE IS, WITH ALL FAULTS, AND WITHOUT ANY WARRANTY WHATSOEVER, EXPRESS OR IMPLIED, EXCEPT AS TO THE WARRANTY OF TITLE ON THE PROPERTY MADE IN THE SPECIAL WARRANTY DEED REQUIRED OF SELLER UNDER THIS CONTRACT. BUYER ALSO ACKNOWLEDGES THAT, EXCEPT AS TO THE REPRESENTATIONS EXPRESSLY SET FORTH IN THIS CONTRACT, BUYER IS NOT RELYING UPON THE ACCURACY OR COMPLETENESS OF ANY REPRESENTATION, BROCHURE, RENDERING, PROMISE, STATEMENT OR OTHER ASSERTION OR INFORMATION WITH RESPECT TO THE PROPERTY MADE OR FURNISHED BY OR ON BEHALF OF, OR OTHERWISE ATTRIBUTED TO, SELLER OR ANY OF ITS AGENTS, EMPLOYEES OR REPRESENTATIVES, ANY AND ALL SUCH RELIANCE BEING HEREBY EXPRESSLY AND UNEQUIVOCALLY DISCLAIMED, BUT IS RELYING SOLELY AND EXCLUSIVELY UPON ITS OWN EXPERIENCE AND ITS INDEPENDENT JUDGMENT, EVALUATION AND EXAMINATION OF THE PROPERTY. NOTWITHSTANDING ANYTHING IN THE CONTRACT OR ANY ADDENDA TO THE CONTRARY, SELLER, EXCEPT AS TO THE EXPRESS REPRESENTATIONS CONTAINED HEREIN AND THE WARRANTY OF TITLE IN THE SPECIAL WARRANTY DEED REQUIRED OF SELLER UNDER THIS CONTRACT, MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND TO BUYER, INCLUDING, WITHOUT LIMITATION: (A) THE PHYSICAL CONDITION OF THE PROPERTY AND ANY IMPROVEMENTS LOCATED THEREON; (B) ANY AND ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF CONDITION, MERCHANTABILITY, HABITABILITY AND FITNESS FOR A PARTICULAR PURPOSE; (C) ANY REPRESENTATION OR WARRANTY WITH REGARD TO COMPLIANCE WITH ANY ENVIRONMENTAL PROTECTION, POLLUTION OR LAND USE LAWS, RULES, REGULATIONS, ORDERS OR REQUIREMENTS INCLUDING, BUT NOT LIMITED TO, THOSE PERTAINING TO THE HANDLING, GENERATING, TREATING, STORING OR DISPOSING OF ANY HAZARDOUS WASTE, SUBSTANCE OR SOLID WASTE, AS DEFINED BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY REGULATIONS AT 40 C.F.R. PART 2261, OR HAZARDOUS SUBSTANCE, AS DEFINED BY THE COMPREHENSIVE ENVIRONMENTAL RESPONSE COMPENSATION AND LIABILITY ACT OF 1990, AS AMENDED, AND REGULATIONS PROMULGATED THEREUNDER; AND (D) ANY REPRESENTATION, WARRANTY OR GUARANTEE OF ANY KIND, ORAL OR WRITTEN, EXPRESS OR IMPLIED CONCERNING THE PROPERTY, INCLUDING WITHOUT LIMITATION: (I) THE PROFITABILITY, SUITABILITY OR FITNESS OF THE PROPERTY FOR A PARTICULAR PURPOSE; (II) THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS INCORPORATED INTO THE IMPROVEMENTS, IF ANY, ON THE PROPERTY; (III) THE MANNER OF REPAIR, QUALITY, STATE OF REPAIR, OR LACK OF REPAIR OF THE PROPERTY; AND (IV) THE AVAILABILITY OF UTILITIES AND ACCESS OF THE PROPERTY TO PUBLIC ROADS. THE PROVISIONS OF THIS PARAGRAPH ARE A MATERIAL PART OF THE CONSIDERATION FOR SELLER'S ENTERING INTO THIS CONTRACT, AND SHALL SURVIVE CLOSING AND SHALL NOT MERGE.

Exhibit "C"
Reversion clause

The Deed shall contain the following provision:

Fee Simple Determinable Condition:

Grantee is purchasing the Property with the full knowledge that part of the consideration for this conveyance of the Property to Grantor, is Grantee's agreement that the Property shall be used as a Public Parking Garage open to the public as such no later three (3) years after the date hereof and continually thereafter (the "Fee Simple Determinable Condition").

The Fee Simple Determinable Condition shall continue from the date hereof until the date that is fifty (50) years thereafter, provided that Grantor shall have the right to extend the term for by filing an extension of the Fee Simple Determinable Condition in the Official Records of Hidalgo County, Texas.

In the event the Fee Simple Determinable Condition is violated by Grantee, title to the Property will automatically revert to and be owned by Grantor without the necessity of any further act on the part of Grantor. For purposes of the Fee Simple Determinable Condition, the following terms shall have the following meanings:

1. **"Public Parking Facility" shall mean that the Property is used, in full or in part, as a parking facility containing no less than 225 parking spaces which are open to the public.**

2. **"Open to public" shall mean that such parking spaces are accessible by any member of the public on a 24 hour per day/365 day per year basis; provided that the Grantee shall be entitled to charge fees for such parking generally commensurate with the fees charged by other municipalities in the Hidalgo and Cameron Counties, Texas, for similar public parking facilities.**

Exhibit "D"
Deed Restriction

The Deed shall contain the following restrictive covenant:

> **The Property shall be used solely as a Public Parking Facility for a period of fifty (50) years after the date hereof, unless such other use is approved by Grantor in writing.**

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: September 2, 2025
CONSENT AGENDA
Agenda Item No: 12.E.
Amendment Number One (1) ILA with Hidalgo County Pct.#4 for Trenton Rd.

1. **Agenda Item:**
Consider Authorizing the City Manager to Execute Amendment Number One (1) to the Interlocal Agreement Between the City of Edinburg and Hidalgo County (Precinct 4) for the Improvements of Trenton Road from I-69C to FM 907 (Alamo Road). [Tomas D. Reyna, Assistant City Manager]

2. **Description:**
The Interlocal Agreement is between the City of Edinburg and Hidalgo County (Precinct 4) for the improvement of Trenton Road from I-69C to FM 907 (Alamo Rd.). The City and the County agree to a 50% contribution for all phases of the project consisting of Advanced Planning Development (Phase I), Right of Way Acquisition (Phase II & VI), Utility Relocation (Phase III & VII), PS&E (Phase IV & VIII) Construction Management (Phase V & IX), and Construction (Phase X). The County is the lead contact on the project.

The amendment request is to modify the payment schedule for the total of $6,323,497.50 to the following:
- FY2023-2024, in an amount not to exceed $898,912.00.
- FY2024-2025 to FY2028-2029, in an amount not to exceed $1,084,917.00 annually.

3. **Staff's Recommendation:**
Approve Authorizing the City Manager to Execute Amendment Number One (1) to the Interlocal Agreement Between the City of Edinburg and Hidalgo County (Precinct 4) for the Improvements of Trenton Road from I-69C to FM 907 (Alamo Road).

Reviewed by:

Prepared by:
Tomas Reyna, Assistant City Manager

Attachments:
A. Amendment No. 1 ILA Hid. Co.-Trenton Rd.
B. C-409-22 ILA Hid. Co.- Trenton Rd-I-69C to FM 907-Alamo Rd.

THE STATE OF TEXAS	**§**	**AMENDMENT NUMBER ONE (1) TO THE INTERLOCAL AGREEMENT BETWEEN THE COUNTY OF HIDALGO AND CITY OF EDINBURG, TEXAS CONCERNING CERTAIN IMPROVEMENTS TO TRENTON ROAD FROM I-69C (US EXPRESSWAY 281) TO FM 907 (ALAMO ROAD)**
COUNTY OF HIDALGO	**§**	

AMENDMENT NUMBER ONE (1)
TO THE INTERLOCAL AGREEMENT BETWEEN THE COUNTY OF HIDALGO AND THE CITY OF EDINBURG, TEXAS CONCERNING CERTAIN IMPROVEMENTS TO TRENTON ROAD FROM I-69C (US EXPRESSWAY 281) TO FM 907 (ALAMO ROAD)

This Amendment is made on this the _____ day of _____. 2025 between the County of Hidalgo, hereinafter referred to as "**COUNTY**", and the City of Edinburg, hereinafter referred to as "**CITY**", collectively referred to as the "Parties", acting under the authority granted in and pursuant to the provisions of the Texas Inter-local Cooperation act (the "Act"), Chapter 791 , Texas Government Code.

RECITALS

WHEREAS, on September 6, 2022, the COUNTY and the CITY approved an Interlocal Agreement for Certain Improvements to Trenton Road From I-69C (Us Expressway 281) To FM 907 (Alamo Road) (hereinafter referred to as "the Agreement"); and

WHEREAS, the Rio Grande Valley Metropolitan Planning Organization (RGVMPO) has identified Trenton Road from I-69C (US 281) 1.3 miles East to FM 1426 (Raul Longoria Road) as a major collector and is within the jurisdiction of the CITY; and

WHEREAS, the Rio Grande Valley Metropolitan Planning Organization (RGVMPO) has also has identified Trenton Road from FM 1426 (Raul Longoria Road) East 2.02 miles to FM 907 (Alamo Road) as a major collector and is within the jurisdiction of the COUNTY; and

WHEREAS, the CITY and COUNTY, through Precinct 4 have agreed to collaborate to make improvements to Trenton Road from I-69C (US 281) to FM 907 (Alamo Road) (the "Project"); and

WHEREAS, the City and County now further desire to amend the Interlocal Agreement to clarify their roles and responsibilities as hereinafter provided.

NOW THEREFORE, for and in consideration of the terms and provisions of this Amendment to the Interlocal Agreement and for good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the City and County hereby agrees to the following amendment to the Agreement:

ARTICLE 1. TERM

The following subparts shall amend Sections 3-8 of “Article 1. Term” of the Agreement:

3. The City agrees to contribute an amount not to exceed Six Million Three Hundred Twenty-Three Thousand, Four Hundred Ninety-Seven Dollars and Fifty Cents ($6,323,497.50), payable in six (6) scheduled installments as follows:

    1.1. On or after October 1, 2023, within the City’s Fiscal Year 2023–2024, in an amount not to exceed $898,912.00.
    1.2. On or after October 1, 2024, within the City’s Fiscal Year 2024–2025, in an amount not to exceed $1,084,917.00.
    1.3. On or after October 1, 2025, within the City’s Fiscal Year 2025–2026, in an amount not to exceed $1,084,917.00.
    1.4. On or after October 1, 2026, within the City’s Fiscal Year 2026–2027, in an amount not to exceed $1,084,917.00.
    1.5. On or after October 1, 2027, within the City’s Fiscal Year 2027–2028, in an amount not to exceed $1,084,917.00.
    1.6. On or after October 1, 2028, within the City’s Fiscal Year 2028–2029, in an amount not to exceed $1,084,917.00.

All other provisions of the Agreement not expressly modified by this Amendment shall remain in full force and effect.

This Amendment is executed by the duly authorized representatives of the parties as set forth below.

EXECUTED by the PARTIES in triplicate originals on this _____ day of _____, 2025

CITY OF EDINBURG

_____
Ramiro Garza Jr., Mayor

ATTEST:

_____
Clarice Y. Balderas, City Secretary

APPROVED AS TO FORM:

_____
Josephine Ramirez-Solis, City Attorney

APPROVED BY CITY COUNCIL

On: _____

HIDALGO COUNTY

_____
Richard Cortez, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM:
Hidalgo County Criminal District Attorney's Office
Toribio "Terry" Palacios

_____
Robert Viña, III, Assistant District Attorney

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

APPROVAL OF AMENDMENT TO INTER-LOCAL COOPERATION AGREEMENT PROJECT

In accordance with Texas Government Code §791.014, Hidalgo COUNTY, Texas, acting by and through the Hidalgo COUNTY Commissioners Court, has been advised of a proposed project desires COUNTY to engage in a project for the road improvements of Schunior Road from N. Jackson Road to Hoehn Road and Hoehn Road from Schunior Road to US 107, a section which is within the Edinburg CITY Limits and in part within Hidalgo COUNTY, Texas; through the Inter-local Cooperation Agreement to be entered into with the CITY of Edinburg, Texas, and Hidalgo COUNTY.

By vote on_____2025, the Hidalgo COUNTY Commissioners Court has approved the Project identified above.

_____
Richard Cortez, COUNTY Judge

ATTEST:

_____
Arturo Guajardo, Jr., COUNTY Clerk

APPROVED AS TO FORM:

Hidalgo COUNTY Criminal District Attorney's Office
Toribio "Terry" Palacios

By: _____
Robert Viña, III, Assistant District Attorney

THE CITY OF Edinburg

CONTRACT NO.

C-409-22

City Council Approved:

July 19, 2022

To:

Myra L. Ayala, City Manager/Marissa
Tom Reyna, Asst. City Manager/Claudette
Mardoqueo Hinojosa, City Engineer/Rocio
Clarice Balderas, City Secretary
Joe Rios, Central Files

EDINBURG All-America City 1968 2000 1995

From: Martha Tidwell, Legal Assistant
City Attorney's Office
415 W. University
P.O. Box 1079
Edinburg, Texas 78540
Phone: (956) 388-8208
Fax: (956) 292-2113
Email: legal@cityofedinburg.com

INTERLOCAL COOPERATION AGREEMENT BETWEEN THE COUNTY OF HIDALGO AND THE CITY OF EDINBURG, TEXAS, CONCERNING CERTAIN IMPROVEMENTS TO TRENTON ROAD FROM I-69C (US EXPRESSWAY 281) TO FM 907 (ALAMO RD.).

COMMENTS:
10-06-22 Omar, please approve.
10-06-22 Marissa, please have City Manager sign and return originals to me for further processing.
10-25-22 Clarice, please attest and return to me for further processing.
10-25-22 Tom/Claudette, for your files. VIA EMAIL ONLY.
10-25-22 Rocio, for your files. VIA EMAIL ONLY.
10-25-22 Joe, an original for Central Files.

C-409-22

THE CITY OF Edinburg

MEMORANDUM

DATE: 10/6/2022

TO: Myra L. Ayala, City Manager

FROM: Tomas D. Reyna, Assistant City Manager TDR

SUBJECT: Inter-Local Agreement with Hidalgo County Pct. 4

Attached you will find Interlocal Agreement between the City of Edinburg and Hidalgo County Pct. 4 for the Trenton Road Improvements.

Attachments requiring signatures:

2-Change Order

_X_ Approved by City Council on 7/19/2022

City Council approved final form of the agreement on 7/19/2022

___ Approval by City Council not required

___ Meets purchasing requirements

_X_ This item is Budgeted

__ Contract Exhibits completed and valid (including Insurance Certificate, if applicable)

Please review and let me know if you have additional questions.

Reviewed by: _____ Omar Ochoa, City Attorney

Approved by: _____ Myra L. Ayala, City Manager

10/6/22

FILED
AT 3:30 O'CLOCK P M
SEP 26 2022
ARTURO GUAJARDO JR., COUNTY CLERK
HIDALGO COUNTY, TEXAS
BY _____ DEPUTY

STATE OF TEXAS §
§
COUNTY of HIDALGO §

INTER-LOCAL COOPERATION AGREEMENT BETWEEN THE COUNTY OF HIDALGO AND THE CITY OF EDINBURG, TEXAS CONCERNING CERTAIN IMPROVEMENTS TO TRENTON ROAD FROM I-69C (US EXPRESSWAY 281) TO FM 907 (ALAMO ROAD)

This Agreement is made on this the 6th day of September, 2022 by and between CITY OF EDINBURG, TEXAS, hereinafter referred to as "CITY", and the COUNTY OF HIDALGO, TEXAS hereinafter referred to as "COUNTY", collectively referred to as the "Parties", acting under the authority granted in and pursuant to the provisions of the Texas Inter-local Cooperation act (the "Act"), Chapter 791, Texas Government Code.

WITNESSETH:

WHEREAS, the CITY is a home rule municipality and a local government as defined by the Act, located in Hidalgo COUNTY, Texas; and

WHEREAS, the COUNTY of the State of Texas, and a local government as defined by the Act; and

WHEREAS, the COUNTY and CITY, each pursuant to its statutory and constitutional authority, are responsible for maintenance and improvements to certain public roadways within their boundaries; and

WHEREAS, the Rio Grande Valley Metropolitan Planning Organization (RGVMPO) has identified Trenton Road from I-69C (US 281) 1.3 miles East to FM 1426 (Raul Longoria Road) as a major collector and is within the jurisdiction of the CITY; and

WHEREAS, the Rio Grande Valley Metropolitan Planning Organization (RGVMPO) has also has identified Trenton Road from FM 1426 (Raul Longoria Road) East 2.02 miles to FM 907 (Alamo Road) as a major collector and is within the jurisdiction of the COUNTY; and

WHEREAS, the CITY and COUNTY, through Precinct 4 desire to improve Trenton Road from I-69C (US 281) to FM 907 (Alamo Road) (the "Project"); and

WHEREAS, the CITY and COUNTY desire to widen the existing road from a two lane rural section to a four lane divided urban section (the "Project"); and

WHEREAS, the COUNTY and CITY desire to cooperate in making needed transportation improvement to Trenton Road From I-69C (US 281) to FM 907 (Alamo Road) as outlined in the *Location Map Exhibit "A"* attached hereto; and



WHEREAS, the CITY and COUNTY agree it is essential to develop this very important corridor, which is in much need of improvements, specifically in need of adding capacity for increased safety;

WHEREAS, the COUNTY will be the fiduciary agent for this Project and assume the role of project development lead; and

WHEREAS, the COUNTY and CITY agree to a 50% contribution for all phases of the project consisting of Advanced Planning Development (Phase I), Right of Way Acquisition (Phase II & VI)), Utility Relocation (Phase III & VII), PS&E (Phase IV & VIII), Construction Management (Phase V & IX), and Construction cost for an *estimated* total amount of $32,897,645.00 within the time between June of 2022 to June of 2029; and

WHEREAS, the COUNTY and CITY desire to implement Phase I of the Project consisting of engineering, survey, geotechnical, public involvement, environmental, and schematics ("Phase I") in the amount of $1,797,824.00 to be completed within the time of June of 2022 to June of 2024; and

WHEREAS, The COUNTY will contribute $898,912.00 of Phase I Advanced Project Development as described in *Exhibit "C"* attached hereto; and

WHEREAS, The CITY will contribute a fixed lump sum of $898,912.00 of Phase I Advanced Project Development as described in *Exhibit "C"* attached hereto; and

WHEREAS, the COUNTY and CITY desire to implement Phase II of the Project consisting of Right of Way Acquisition ("Phase II") from 1-69C to FM 1426 in the estimated amount of $2,997,036.00 within the time of June of 2024 to June of 2025; and

WHEREAS, The COUNTY will contribute $1,498,518.00 of Phase II Right of Way Acquisition as described in *Exhibit "C"* attached hereto; and

WHEREAS, The CITY will contribute $1,498,518.00 of Phase II Right of Way Acquisition as described in *Exhibit "C"* attached hereto; and

WHEREAS, the COUNTY and CITY desire to implement Phase III of the Project consisting of Utility Relocation (I-69C to FM 1426) ("Phase III"), in the estimated amount of $575,000.00 within the time of June of 2025 to December of 2025; and

WHEREAS, The COUNTY will contribute $287,500.00 of Phase III Utility Relocation (I-69C to FM 1426), as described in *Exhibit "C"* attached hereto; and

WHEREAS, The CITY will contribute $287,500.00 of Phase III Utility Relocation (I-69C to FM 1426), as described in *Exhibit "C"* attached hereto; and

WHEREAS, the COUNTY and CITY desire to implement Phase IV of the Project consisting of Plans, Specifications, and Estimates (PS&E), ("Phase IV"), in the estimated amount of $1,037,110.00 within the time of December of 2025 to December of 2026; and

WHEREAS, The COUNTY will contribute $518,555.00 of Phase IV Plans, Specifications, and Estimates (PS&E), as described in *Exhibit "C"* attached hereto; and

WHEREAS, The CITY will contribute $518,555.00 of Phase IV Plans, Specifications, and Estimates (PS&E), as described in *Exhibit "C"* attached hereto; and

WHEREAS, the COUNTY and CITY desire to implement Phase V of the Project consisting of Construction Management ("Phase V"), in the estimated amount of $262,370.00 within the time of December of 2026 to December of 2027; and

WHEREAS, The COUNTY will contribute $131,185.00 of Phase V Construction Management as described in *Exhibit "C"* attached hereto; and

WHEREAS, The CITY will contribute $131,185.00 of Phase V Construction Management as described in *Exhibit "C"* attached hereto; and

WHEREAS, the COUNTY and CITY desire to implement Phase VI of the Project consisting of Right of Way Acquisition ("Phase VI") from FM 1426 to FM 907 in the estimated amount of $3,373,540.00 within the time of June of 2024 to June of 2025; and

WHEREAS, The COUNTY will contribute $1,686,770.00 of Phase VI Right of Way Acquisition as described in *Exhibit "C"* attached hereto; and

WHEREAS, The CITY will contribute $1,686,770.00 of Phase VI Right of Way Acquisition as described in *Exhibit "C"* attached hereto; and

WHEREAS, the COUNTY and CITY desire to implement Phase VII of the Project consisting of Utility Relocation (FM 1426 to FM 907) ("Phase VII"), in the estimated amount of $905,700.00 within the time of June of 2025 to December of 2025; and

WHEREAS, The COUNTY will contribute $452,850.00 of Phase VII Utility Relocation (FM 1426 to FM 907), as described in *Exhibit "C"* attached hereto; and

WHEREAS, The CITY will contribute $452,850.00 of Phase VII Utility Relocation (FM 1426 to FM 907), as described in *Exhibit "C"* attached hereto; and

WHEREAS, the COUNTY and CITY desire to implement Phase VIII of the Project consisting of Plans, Specifications, and Estimates (PS&E), ("Phase VIII"), in the estimated amount of $1,156,371.00 within the time of December of 2025 to December of 2026; and

WHEREAS, The COUNTY will contribute $578,185.50 of Phase VIII Plans, Specifications, and Estimates (PS&E), as described in *Exhibit "C"* attached hereto; and

WHEREAS, The CITY will contribute $578,185.50 of Phase VII Plans, Specifications, and Estimates (PS&E), as described in *Exhibit "C"* attached hereto; and

WHEREAS, the COUNTY and CITY desire to implement Phase IX of the Project consisting of Construction Management ("Phase IX"), in the estimated amount of $340,790.00 within the time of December of 2026 to December of 2027; and

WHEREAS, The COUNTY will contribute $170,395.00 of Phase IX Construction Management as described in Exhibit "C" attached hereto; and

WHEREAS, The CITY will contribute $170,395.00 of Phase IX Construction Management as described in Exhibit "C" attached hereto; and

WHEREAS, the COUNTY and CITY desire to implement the Economic Disadvantage Counties Program for the Project in the estimated amount of local participation of 2.4% of $14,440,000.00 within the time of October of 2029 to December of 2032; and

WHEREAS, the COUNTY will contribute $173,280.00 of the Economic Disadvantage Counties Program as described in *Exhibit "C"* attached hereto; and

WHEREAS, The CITY will contribute $173,280.00 of the Economic Disadvantage Counties Program as described in *Exhibit "C"* attached hereto; and

WHEREAS, the COUNTY and CITY agree to share all overruns of engineering, professional services, and construction costs at a 50% cost share.

WHEREAS, the COUNTY and CITY will cooperatively seek to fund the construction, Right of Way costs, and construction engineering of this Project through the Rio Grande Valley Metropolitan Planning Organization (RGVMPO) and TxDOT and will be representative of the Engineering Firm of record for the project; and

WHEREAS, CITY and COUNTY are authorized to enter into this Agreement pursuant to the Inter-local Cooperation Act, Tex. Gov't. Code 791.001 et. seq., which authorizes units of local government to contract with each other to perform governmental functions and services under the terms of the Act; and pursuant to the COUNTY Road and Bridge Act which authorizes counties to improve roadways within the limits of a CITY with the CITY's consent.

NOW, THEREFORE, the COUNTY and CITY, in consideration of the mutual covenants hereinafter, agree as follows:

1. All of the above statements are incorporated herein and fully restated.

2. The COUNTY will act as lead agency to complete Phase I and intends to enter into an Advance Funding Agreement with the Texas Department of Transportation for

environmental, schematic, right of way map and right of way services, right of way acquisition, adjustments of compensable utilities and to receive the assistance of the Economically Disadvantaged Counties Program for the Project.

3. Upon commencement of construction of the project, and not sooner, the CITY will be responsible for the relocation of any City owned non-compensable utilities.

4. **City Contribution:** During the Term of this Agreement City shall comply with the terms and conditions as stated in *Exhibit "B" Preliminary Project Schedule*:

   a. **Phase I Contribution.** The City shall pay the County half of the total dollar amount spent on Phase I of the Project up to a maximum of $898,912.00.The City agrees to provide this amount within thirty (30) days of the commencement of Phase I and not sooner. The County agrees that Phase I shall commence no later than October 1, 2022 and shall be completed no later than June 30, 2024.

   b. **Phase II and VI Contribution.** The City shall pay the County half of the total dollar amount spent on Phase II and VI of the Project up to a maximum of $3,185,288.00. The City agrees to provide this amount within thirty (30) days of the commencement of Phase II and VI and not sooner. The County agrees that Phase II and VI shall commence no later than October 1, 2024 and shall be completed no later than June 30, 2025.

   c. **Phase III & VII Contribution.** The City shall pay the County half of the total dollar amount spent on Phase III and VII of the Project up to a maximum of $740,350.00. The City agrees to provide this amount within thirty (30) days of the commencement of Phase III and VII and not sooner. The County agrees that Phase I shall commence no later than October 1, 2025 and shall be completed no later than December 31, 2027.

   d. **Phase IV & VIII Contribution.** The City shall pay the County half of the total dollar amount spent on Phase IV and VIII of the Project up to a maximum of $1,096,740.50. The City agrees to provide this amount within thirty (30) days of the commencement of Phase IV and VIII and not sooner. The County agrees that Phase III and VII shall commence no later than October 1, 2026 and shall be completed no later than December 31, 2027.

   e. **Phase V & IX Contribution.** The City shall pay the County half of the total dollar amount spent on Phase V and IX of the Project up to a maximum of $301,580.00. The City agrees to provide this amount within thirty (30) days of the commencement of V and IX and not sooner. The County agrees that V and IX shall commence no later than October 1, 2026 and shall be completed no later than December 31, 2030.

   f. **Phase X Contribution.** The City shall pay the County, as its Contribution for the Economic Disadvantage Counties Program for the Project the fixed lump sum of

$173,280.00. The County agrees that Phase X shall commence no later than October 1, 2029 and shall be completed no later than December 31, 2031.

5. Pursuant to Tex. Trans. Code 251.012, the CITY authorizes the COUNTY to perform the work and services described herein within its corporate city limits.

6. Each party agrees to conform to its own applicable purchasing laws, regulations, policies, and procedures with respect to the portion of the work under this Agreement Performed by each party.

7. **Conflict of Applicable Law:** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is a conflict between and provisions of their Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provisions or provision of the Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during times such conflict exists.

8. **No Waiver:** No waiver by any party hereto of any breach of any provisions of the Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

9. **Entire Agreement:** This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representation or agreement in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement, in writing, executed by the CITY and COUNTY, and not otherwise.

10. **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.

11. **Indemnification: To the extent allowed under the Constitution and laws of the State of Texas, COUNTY agrees to indemnify and hold harmless and defend CITY, its agents, employees and officers from and against any claim, loss, damage, liability and expense, including reasonable attorney's fees, incurred or suffered by it, by reason of any and all claims, demands or causes of action asserted or that may be asserted, against any or all of the above named parties, whether alleging intentional or negligent acts or omissions, and whether seeking compensatory or punitive damages, and involving, arising out of, or in any manner related to this agreement.**

To the extent allowed under the Constitution and laws of the State of Texas, CITY agrees to indemnify and hold harmless and defend COUNTY, its agents, employees and officers from and against any claim, loss, damage, liability and expense, including reasonable attorney's fees, incurred or suffered by it, by reason of any and all claims, demands or causes of action asserted or that may be asserted, against any or all of the above named parties, whether alleging intentional or negligent acts or omissions, and whether seeking compensatory or punitive damages, and involving, arising out of, or in any manner related to this agreement.

12. **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communication required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been heretofore specified by written notice delivered in accordance herewith:

If to CITY:	CITY of Edinburg Attention: Ramiro Garza, Jr., Mayor 415 W. University Drive Edinburg, Texas 78541
With copy to:	CITY of Edinburg Attention: Myra L. Ayala, City Manager 415 W. University Drive Edinburg, Texas 78541
If to COUNTY:	Hidalgo COUNTY Attention: Richard Cortez, COUNTY Judge P.O. Box 758 Edinburg, Texas 78540-0758
With copy to:	Commissioner, Precinct Number 4 Attention: Ellie Torres 1051 N. Doolittle Edinburg, Texas 78541

Each notice, demand, request, or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee of, if mailed, at such time as it is deposited in the United States mail.

13. **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.

14. **Successors.** This Agreement shall be binding upon and ensure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

15. **Assignment.** This Agreement shall not be assignable.

16. **Headings.** The heading and captions contained in this Agreement are solely for convenience reference and shall not be deemed to affect the meaning or interpretation of any provision of paragraph hereof.

17. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and singular shall include the plural whenever and as often as may be appropriate.

18. **Authority to Execute.** The execution and performance of the Agreement by CITY and COUNTY have been duly authorized by all necessary laws, resolutions and corporate action, and this Agreement constitutes the valid and enforceable obligations of CITY and COUNTY in accordance with its terms.

19. **Government Purpose.** Each party hereto is entering into this Agreement for the purpose of providing for governmental services or functions and will pay for such services out of current revenues available for the paying party, as herein provided.

20. **Commitment of Current Revenues Only.** In the event that, during any term, hereof, the governing body of any party does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then any party may terminate this Agreement upon ninety (90) days written notice to the other party. Each of the parties hereto agrees, however, to use its best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of each party hereto pursuant to the provisions of Tex. Loc. Govt. Code Ann. §271.903.

21. **Term**. The effective date of this agreement shall be the date first written above. The term of the Agreement shall be for the time period referenced above. Upon termination of this Agreement, neither party shall have any liability to the other except for actual Project costs incurred prior to receipt of notice of termination. Neither Party will be liable to the other for any indirect, incidental, special, or consequential punitive or multiple damages, including without limitation any damages resulting from loss of use, loss of business, loss of revenue, loss of profits, or loss of data, arising in connection with this Agreement even if the Party has been advised of the possibility of such damages.

22. **Termination**. Either party may terminate this Agreement with or without cause upon thirty (30) days written notice to the other.

23. **Liability Insurance.** Each entity will carry sufficient liability insurance at the statutorily required limits, pursuant to the Texas Tort Claims Act.

24. **Immunities.** It is expressly understood and agreed that, in the execution of this agreement, neither the CITY nor COUNTY waive, nor shall be deemed hereby to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercising of governmental powers and functions.

25. **Non-Discrimination**. The Agreement and all related activities shall be conducted in a manner that does not discriminate against any person on a basis prohibited by applicable law or COUNTY and CITY policy, including without limitation race, color, national origin, religion, sex, age, veteran status, disability or any other category protected under law.

26. **Governing Provisions.** Parties shall comply with all applicable laws and regulations. A non-exclusive list of regulations commonly applicable to Federal and State grants and equipment can be found in the new 2 CFR 200 Uniform Administrative Requirements, Cost Principles and Audit Requirements.

27. **Legal Construction/Severability**. In case any one or more of the provisions contained in this Agreement will for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect any other provision thereof, and this Agreement will be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

28. **Prior Agreements**. This Agreement supersedes and terminates all previous Inter-local Agreement(s) between the parties hereto concerning the subject matter hereof, except for any Inter-local Agreement dated prior to this Agreement to the extent work is being performed under said Agreement at the time of executing this Agreement. Once ongoing work under any such previous Inter-local Agreement(s) is completed and payment is remitted, such previous Inter-local agreement shall terminate at such time.

WITNESS THE HANDS OF THE PARTIES effective as of the day and year first written above.

CITY OF EDINBURG, TEXAS

BY: _____
Ramiro Garza, Jr., Mayor

ATTEST:

BY: _____
Clarice Y. Balderas, CITY Secretary

APPROVED TO FORM:

Omar Ochoa Law Firm, P.C.
Attorneys at Law

_____
Omar Ochoa, CITY Attorney

Approved by Edinburg CITY Council

On: 7/19/2022

HIDALGO COUNTY

BY: _____
Richard Cortez, COUNTY Judge

ATTEST:

By: _____
Arturo Guajardo, Jr., COUNTY Clerk

APPROVED BY
COMMISSIONERS COURT
ON: 9/6/22
AF #87236

APPROVED AS TO FORM:

Hidalgo COUNTY Criminal District Attorney's Office
Ricardo Rodriguez, Jr.

By: _____
Robert Vina, III, Assistant District Attorney

FILED
AT 3:30 O'CLOCK P M
SEP 26 2022
ARTURO GUAJARDO JR., COUNTY CLERK
HIDALGO COUNTY, TEXAS
BY DEPUTY

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

APPROVAL OF INTER-LOCAL COOPERATION AGREEMENT PROJECT

In accordance with Texas Government Code §791.014, Hidalgo COUNTY, Texas, acting by and through the Hidalgo COUNTY Commissioners Court, has been advised of a proposed project desires COUNTY to engage in a project for the road improvements of Trenton Road from I-69C (US 281) to FM 907 (Alamo road), a section which is within the Edinburg CITY Limits and in part within Hidalgo COUNTY, Texas; through the Inter-local Cooperation Agreement to be entered into with the CITY of Edinburg, Texas, and Hidalgo COUNTY.

By vote on September 06, 2022, the Hidalgo COUNTY Commissioners Court has approved the Project identified above.

Richard Cortez, COUNTY Judge

ATTEST:

Arturo Guajardo, Jr., COUNTY Clerk

COMMISSIONERS COURT HIDALGO COUNTY, TEXAS

APPROVED BY
COMMISSIONERS COURT
ON: 9/6/22 AR
AF 87236

APPROVED AS TO FORM:

Hidalgo COUNTY Criminal District Attorney's Office
Ricardo Rodriguez, Jr.

By: _____
Robert Viña, III, Assistant District Attorney



THE CITY OF Edinburg

CONTRACT NO.

C-409-22

City Council Approved:

July 19, 2022

To:

Myra L. Ayala, City Manager/Marissa
Tom Reyna, Asst. City Manager/Claudette
Mardoqueo Hinojosa, City Engineer/Rocio
Clarice Balderas, City Secretary
Joe Rios, Central Files

EDINBURG All-America City 1968 2000 1995

From:
Martha Tidwell, Legal Assistant
City Attorney's Office
415 W. University
P.O. Box 1079
Edinburg, Texas 78540
Phone: (956) 388-8208
Fax: (956) 292-2113
Email: legal@cityofedinburg.com

INTERLOCAL COOPERATION AGREEMENT BETWEEN THE COUNTY OF HIDALGO AND THE CITY OF EDINBURG, TEXAS, CONCERNING CERTAIN IMPROVEMENTS TO TRENTON ROAD FROM I-69C (US EXPRESSWAY 281) TO FM 907 (ALAMO RD.).

COMMENTS:
10-06-22 Omar, please approve.
10-06-22 Marissa, please have City Manager sign and return originals to me for further processing.
10-25-22 Clarice, please attest and return to me for further processing.
10-25-22 Tom/Claudette, for your files. VIA EMAIL ONLY.
10-25-22 Rocio, for your files. VIA EMAIL ONLY.
10-25-22 Joe, an original for Central Files.

C-409-22

THE CITY OF Edinburg

MEMORANDUM

DATE: 10/6/2022

TO: Myra L. Ayala, City Manager

FROM: Tomas D. Reyna, Assistant City Manager TDR

SUBJECT: Inter-Local Agreement with Hidalgo County Pct. 4

Attached you will find Interlocal Agreement between the City of Edinburg and Hidalgo County Pct. 4 for the Trenton Road Improvements.

Attachments requiring signatures:

2-Change Order

_X_ Approved by City Council on 7/19/2022

City Council approved final form of the agreement on 7/19/2022

___ Approval by City Council not required

___ Meets purchasing requirements

_X_ This item is Budgeted

__ Contract Exhibits completed and valid (including Insurance Certificate, if applicable)

Please review and let me know if you have additional questions.

Reviewed by: _____ Omar Ochoa, City Attorney

Approved by: _____ Myra L. Ayala, City Manager

10/6/22

FILED
AT 3:30 O'CLOCK P M
SEP 26 2022
ARTURO GUAJARDO JR., COUNTY CLERK
HIDALGO COUNTY, TEXAS
BY DEPUTY

STATE OF TEXAS §
§
COUNTY of HIDALGO §

INTER-LOCAL COOPERATION AGREEMENT BETWEEN THE COUNTY OF HIDALGO AND THE CITY OF EDINBURG, TEXAS CONCERNING CERTAIN IMPROVEMENTS TO TRENTON ROAD FROM I-69C (US EXPRESSWAY 281) TO FM 907 (ALAMO ROAD)

This Agreement is made on this the 6th day of September, 2022 by and between CITY OF EDINBURG, TEXAS, hereinafter referred to as "CITY", and the COUNTY OF HIDALGO, TEXAS hereinafter referred to as "COUNTY", collectively referred to as the "Parties", acting under the authority granted in and pursuant to the provisions of the Texas Inter-local Cooperation act (the "Act"), Chapter 791, Texas Government Code.

WITNESSETH:

WHEREAS, the CITY is a home rule municipality and a local government as defined by the Act, located in Hidalgo COUNTY, Texas; and

WHEREAS, the COUNTY of the State of Texas, and a local government as defined by the Act; and

WHEREAS, the COUNTY and CITY, each pursuant to its statutory and constitutional authority, are responsible for maintenance and improvements to certain public roadways within their boundaries; and

WHEREAS, the Rio Grande Valley Metropolitan Planning Organization (RGVMPO) has identified Trenton Road from I-69C (US 281) 1.3 miles East to FM 1426 (Raul Longoria Road) as a major collector and is within the jurisdiction of the CITY; and

WHEREAS, the Rio Grande Valley Metropolitan Planning Organization (RGVMPO) has also has identified Trenton Road from FM 1426 (Raul Longoria Road) East 2.02 miles to FM 907 (Alamo Road) as a major collector and is within the jurisdiction of the COUNTY; and

WHEREAS, the CITY and COUNTY, through Precinct 4 desire to improve Trenton Road from I-69C (US 281) to FM 907 (Alamo Road) (the "Project"); and

WHEREAS, the CITY and COUNTY desire to widen the existing road from a two lane rural section to a four lane divided urban section (the "Project"); and

WHEREAS, the COUNTY and CITY desire to cooperate in making needed transportation improvement to Trenton Road From I-69C (US 281) to FM 907 (Alamo Road) as outlined in the *Location Map Exhibit "A"* attached hereto; and



WHEREAS, the CITY and COUNTY agree it is essential to develop this very important corridor, which is in much need of improvements, specifically in need of adding capacity for increased safety;

WHEREAS, the COUNTY will be the fiduciary agent for this Project and assume the role of project development lead; and

WHEREAS, the COUNTY and CITY agree to a 50% contribution for all phases of the project consisting of Advanced Planning Development (Phase I), Right of Way Acquisition (Phase II & VI)), Utility Relocation (Phase III & VII), PS&E (Phase IV & VIII), Construction Management (Phase V & IX), and Construction cost for an *estimated* total amount of $32,897,645.00 within the time between June of 2022 to June of 2029; and

WHEREAS, the COUNTY and CITY desire to implement Phase I of the Project consisting of engineering, survey, geotechnical, public involvement, environmental, and schematics ("Phase I") in the amount of $1,797,824.00 to be completed within the time of June of 2022 to June of 2024; and

WHEREAS, The COUNTY will contribute $898,912.00 of Phase I Advanced Project Development as described in *Exhibit "C"* attached hereto; and

WHEREAS, The CITY will contribute a fixed lump sum of $898,912.00 of Phase I Advanced Project Development as described in *Exhibit "C"* attached hereto; and

WHEREAS, the COUNTY and CITY desire to implement Phase II of the Project consisting of Right of Way Acquisition ("Phase II") from 1-69C to FM 1426 in the estimated amount of $2,997,036.00 within the time of June of 2024 to June of 2025; and

WHEREAS, The COUNTY will contribute $1,498,518.00 of Phase II Right of Way Acquisition as described in *Exhibit "C"* attached hereto; and

WHEREAS, The CITY will contribute $1,498,518.00 of Phase II Right of Way Acquisition as described in *Exhibit "C"* attached hereto; and

WHEREAS, the COUNTY and CITY desire to implement Phase III of the Project consisting of Utility Relocation (I-69C to FM 1426) ("Phase III"), in the estimated amount of $575,000.00 within the time of June of 2025 to December of 2025; and

WHEREAS, The COUNTY will contribute $287,500.00 of Phase III Utility Relocation (I-69C to FM 1426), as described in *Exhibit "C"* attached hereto; and

WHEREAS, The CITY will contribute $287,500.00 of Phase III Utility Relocation (I-69C to FM 1426), as described in *Exhibit "C"* attached hereto; and

WHEREAS, the COUNTY and CITY desire to implement Phase IV of the Project consisting of Plans, Specifications, and Estimates (PS&E), ("Phase IV"), in the estimated amount of $1,037,110.00 within the time of December of 2025 to December of 2026; and

WHEREAS, The COUNTY will contribute $518,555.00 of Phase IV Plans, Specifications, and Estimates (PS&E), as described in *Exhibit "C"* attached hereto; and

WHEREAS, The CITY will contribute $518,555.00 of Phase IV Plans, Specifications, and Estimates (PS&E), as described in *Exhibit "C"* attached hereto; and

WHEREAS, the COUNTY and CITY desire to implement Phase V of the Project consisting of Construction Management ("Phase V"), in the estimated amount of $262,370.00 within the time of December of 2026 to December of 2027; and

WHEREAS, The COUNTY will contribute $131,185.00 of Phase V Construction Management as described in *Exhibit "C"* attached hereto; and

WHEREAS, The CITY will contribute $131,185.00 of Phase V Construction Management as described in *Exhibit "C"* attached hereto; and

WHEREAS, the COUNTY and CITY desire to implement Phase VI of the Project consisting of Right of Way Acquisition ("Phase VI") from FM 1426 to FM 907 in the estimated amount of $3,373,540.00 within the time of June of 2024 to June of 2025; and

WHEREAS, The COUNTY will contribute $1,686,770.00 of Phase VI Right of Way Acquisition as described in *Exhibit "C"* attached hereto; and

WHEREAS, The CITY will contribute $1,686,770.00 of Phase VI Right of Way Acquisition as described in *Exhibit "C"* attached hereto; and

WHEREAS, the COUNTY and CITY desire to implement Phase VII of the Project consisting of Utility Relocation (FM 1426 to FM 907) ("Phase VII"), in the estimated amount of $905,700.00 within the time of June of 2025 to December of 2025; and

WHEREAS, The COUNTY will contribute $452,850.00 of Phase VII Utility Relocation (FM 1426 to FM 907), as described in *Exhibit "C"* attached hereto; and

WHEREAS, The CITY will contribute $452,850.00 of Phase VII Utility Relocation (FM 1426 to FM 907), as described in *Exhibit "C"* attached hereto; and

WHEREAS, the COUNTY and CITY desire to implement Phase VIII of the Project consisting of Plans, Specifications, and Estimates (PS&E), ("Phase VIII"), in the estimated amount of $1,156,371.00 within the time of December of 2025 to December of 2026; and

WHEREAS, The COUNTY will contribute $578,185.50 of Phase VIII Plans, Specifications, and Estimates (PS&E), as described in *Exhibit "C"* attached hereto; and

WHEREAS, The CITY will contribute $578,185.50 of Phase VII Plans, Specifications, and Estimates (PS&E), as described in *Exhibit "C"* attached hereto; and

WHEREAS, the COUNTY and CITY desire to implement Phase IX of the Project consisting of Construction Management ("Phase IX"), in the estimated amount of $340,790.00 within the time of December of 2026 to December of 2027; and

WHEREAS, The COUNTY will contribute $170,395.00 of Phase IX Construction Management as described in Exhibit "C" attached hereto; and

WHEREAS, The CITY will contribute $170,395.00 of Phase IX Construction Management as described in Exhibit "C" attached hereto; and

WHEREAS, the COUNTY and CITY desire to implement the Economic Disadvantage Counties Program for the Project in the estimated amount of local participation of 2.4% of $14,440,000.00 within the time of October of 2029 to December of 2032; and

WHEREAS, the COUNTY will contribute $173,280.00 of the Economic Disadvantage Counties Program as described in *Exhibit "C"* attached hereto; and

WHEREAS, The CITY will contribute $173,280.00 of the Economic Disadvantage Counties Program as described in *Exhibit "C"* attached hereto; and

WHEREAS, the COUNTY and CITY agree to share all overruns of engineering, professional services, and construction costs at a 50% cost share.

WHEREAS, the COUNTY and CITY will cooperatively seek to fund the construction, Right of Way costs, and construction engineering of this Project through the Rio Grande Valley Metropolitan Planning Organization (RGVMPO) and TxDOT and will be representative of the Engineering Firm of record for the project; and

WHEREAS, CITY and COUNTY are authorized to enter into this Agreement pursuant to the Inter-local Cooperation Act, Tex. Gov't. Code 791.001 et. seq., which authorizes units of local government to contract with each other to perform governmental functions and services under the terms of the Act; and pursuant to the COUNTY Road and Bridge Act which authorizes counties to improve roadways within the limits of a CITY with the CITY's consent.

NOW, THEREFORE, the COUNTY and CITY, in consideration of the mutual covenants hereinafter, agree as follows:

1. All of the above statements are incorporated herein and fully restated.

2. The COUNTY will act as lead agency to complete Phase I and intends to enter into an Advance Funding Agreement with the Texas Department of Transportation for

environmental, schematic, right of way map and right of way services, right of way acquisition, adjustments of compensable utilities and to receive the assistance of the Economically Disadvantaged Counties Program for the Project.

3. Upon commencement of construction of the project, and not sooner, the CITY will be responsible for the relocation of any City owned non-compensable utilities.

4. **City Contribution:** During the Term of this Agreement City shall comply with the terms and conditions as stated in *Exhibit "B" Preliminary Project Schedule*:

   a. **Phase I Contribution.** The City shall pay the County half of the total dollar amount spent on Phase I of the Project up to a maximum of $898,912.00.The City agrees to provide this amount within thirty (30) days of the commencement of Phase I and not sooner. The County agrees that Phase I shall commence no later than October 1, 2022 and shall be completed no later than June 30, 2024.

   b. **Phase II and VI Contribution.** The City shall pay the County half of the total dollar amount spent on Phase II and VI of the Project up to a maximum of $3,185,288.00. The City agrees to provide this amount within thirty (30) days of the commencement of Phase II and VI and not sooner. The County agrees that Phase II and VI shall commence no later than October 1, 2024 and shall be completed no later than June 30, 2025.

   c. **Phase III & VII Contribution.** The City shall pay the County half of the total dollar amount spent on Phase III and VII of the Project up to a maximum of $740,350.00. The City agrees to provide this amount within thirty (30) days of the commencement of Phase III and VII and not sooner. The County agrees that Phase I shall commence no later than October 1, 2025 and shall be completed no later than December 31, 2027.

   d. **Phase IV & VIII Contribution.** The City shall pay the County half of the total dollar amount spent on Phase IV and VIII of the Project up to a maximum of $1,096,740.50. The City agrees to provide this amount within thirty (30) days of the commencement of Phase IV and VIII and not sooner. The County agrees that Phase III and VII shall commence no later than October 1, 2026 and shall be completed no later than December 31, 2027.

   e. **Phase V & IX Contribution.** The City shall pay the County half of the total dollar amount spent on Phase V and IX of the Project up to a maximum of $301,580.00. The City agrees to provide this amount within thirty (30) days of the commencement of V and IX and not sooner. The County agrees that V and IX shall commence no later than October 1, 2026 and shall be completed no later than December 31, 2030.

   f. **Phase X Contribution.** The City shall pay the County, as its Contribution for the Economic Disadvantage Counties Program for the Project the fixed lump sum of

$173,280.00. The County agrees that Phase X shall commence no later than October 1, 2029 and shall be completed no later than December 31, 2031.

5. Pursuant to Tex. Trans. Code 251.012, the CITY authorizes the COUNTY to perform the work and services described herein within its corporate city limits.

6. Each party agrees to conform to its own applicable purchasing laws, regulations, policies, and procedures with respect to the portion of the work under this Agreement Performed by each party.

7. **Conflict of Applicable Law:** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is a conflict between and provisions of their Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provisions or provision of the Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during times such conflict exists.

8. **No Waiver:** No waiver by any party hereto of any breach of any provisions of the Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

9. **Entire Agreement:** This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representation or agreement in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement, in writing, executed by the CITY and COUNTY, and not otherwise.

10. **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.

11. **Indemnification: To the extent allowed under the Constitution and laws of the State of Texas, COUNTY agrees to indemnify and hold harmless and defend CITY, its agents, employees and officers from and against any claim, loss, damage, liability and expense, including reasonable attorney's fees, incurred or suffered by it, by reason of any and all claims, demands or causes of action asserted or that may be asserted, against any or all of the above named parties, whether alleging intentional or negligent acts or omissions, and whether seeking compensatory or punitive damages, and involving, arising out of, or in any manner related to this agreement.**

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12. **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communication required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been heretofore specified by written notice delivered in accordance herewith:

If to CITY:	CITY of Edinburg Attention: Ramiro Garza, Jr., Mayor 415 W. University Drive Edinburg, Texas 78541
With copy to:	CITY of Edinburg Attention: Myra L. Ayala, City Manager 415 W. University Drive Edinburg, Texas 78541
If to COUNTY:	Hidalgo COUNTY Attention: Richard Cortez, COUNTY Judge P.O. Box 758 Edinburg, Texas 78540-0758
With copy to:	Commissioner, Precinct Number 4 Attention: Ellie Torres 1051 N. Doolittle Edinburg, Texas 78541

Each notice, demand, request, or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee of, if mailed, at such time as it is deposited in the United States mail.

13. **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.

14. **Successors.** This Agreement shall be binding upon and ensure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

15. **Assignment.** This Agreement shall not be assignable.

16. **Headings.** The heading and captions contained in this Agreement are solely for convenience reference and shall not be deemed to affect the meaning or interpretation of any provision of paragraph hereof.

17. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and singular shall include the plural whenever and as often as may be appropriate.

18. **Authority to Execute.** The execution and performance of the Agreement by CITY and COUNTY have been duly authorized by all necessary laws, resolutions and corporate action, and this Agreement constitutes the valid and enforceable obligations of CITY and COUNTY in accordance with its terms.

19. **Government Purpose.** Each party hereto is entering into this Agreement for the purpose of providing for governmental services or functions and will pay for such services out of current revenues available for the paying party, as herein provided.

20. **Commitment of Current Revenues Only.** In the event that, during any term, hereof, the governing body of any party does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then any party may terminate this Agreement upon ninety (90) days written notice to the other party. Each of the parties hereto agrees, however, to use its best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of each party hereto pursuant to the provisions of Tex. Loc. Govt. Code Ann. §271.903.

21. **Term**. The effective date of this agreement shall be the date first written above. The term of the Agreement shall be for the time period referenced above. Upon termination of this Agreement, neither party shall have any liability to the other except for actual Project costs incurred prior to receipt of notice of termination. Neither Party will be liable to the other for any indirect, incidental, special, or consequential punitive or multiple damages, including without limitation any damages resulting from loss of use, loss of business, loss of revenue, loss of profits, or loss of data, arising in connection with this Agreement even if the Party has been advised of the possibility of such damages.

22. **Termination**. Either party may terminate this Agreement with or without cause upon thirty (30) days written notice to the other.

23. **Liability Insurance.** Each entity will carry sufficient liability insurance at the statutorily required limits, pursuant to the Texas Tort Claims Act.

24. **Immunities.** It is expressly understood and agreed that, in the execution of this agreement, neither the CITY nor COUNTY waive, nor shall be deemed hereby to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercising of governmental powers and functions.

25. **Non-Discrimination**. The Agreement and all related activities shall be conducted in a manner that does not discriminate against any person on a basis prohibited by applicable law or COUNTY and CITY policy, including without limitation race, color, national origin, religion, sex, age, veteran status, disability or any other category protected under law.

26. **Governing Provisions.** Parties shall comply with all applicable laws and regulations. A non-exclusive list of regulations commonly applicable to Federal and State grants and equipment can be found in the new 2 CFR 200 Uniform Administrative Requirements, Cost Principles and Audit Requirements.

27. **Legal Construction/Severability**. In case any one or more of the provisions contained in this Agreement will for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect any other provision thereof, and this Agreement will be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

28. **Prior Agreements**. This Agreement supersedes and terminates all previous Inter-local Agreement(s) between the parties hereto concerning the subject matter hereof, except for any Inter-local Agreement dated prior to this Agreement to the extent work is being performed under said Agreement at the time of executing this Agreement. Once ongoing work under any such previous Inter-local Agreement(s) is completed and payment is remitted, such previous Inter-local agreement shall terminate at such time.

WITNESS THE HANDS OF THE PARTIES effective as of the day and year first written above.

CITY OF EDINBURG, TEXAS

BY: _____
Ramiro Garza, Jr., Mayor

ATTEST:

BY: _____
Clarice Y. Balderas, CITY Secretary

APPROVED TO FORM:

Omar Ochoa Law Firm, P.C.
Attorneys at Law

_____
Omar Ochoa, CITY Attorney

Approved by Edinburg CITY Council

On: 7/19/2022

HIDALGO COUNTY

BY: _____
Richard Cortez, COUNTY Judge

ATTEST:

By: _____
Arturo Guajardo, Jr., COUNTY Clerk

APPROVED AS TO FORM:

Hidalgo COUNTY Criminal District Attorney's Office
Ricardo Rodriguez, Jr.

By: _____
Robert Vina, III, Assistant District Attorney

APPROVED BY
COMMISSIONERS COURT
ON: 9/6/22
AF #87236

FILED
AT 3:30 O'CLOCK P M
SEP 26 2022
ARTURO GUAJARDO JR., COUNTY CLERK
HIDALGO COUNTY, TEXAS
BY DEPUTY

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

APPROVAL OF INTER-LOCAL COOPERATION AGREEMENT PROJECT

In accordance with Texas Government Code §791.014, Hidalgo COUNTY, Texas, acting by and through the Hidalgo COUNTY Commissioners Court, has been advised of a proposed project desires COUNTY to engage in a project for the road improvements of Trenton Road from I-69C (US 281) to FM 907 (Alamo road), a section which is within the Edinburg CITY Limits and in part within Hidalgo COUNTY, Texas; through the Inter-local Cooperation Agreement to be entered into with the CITY of Edinburg, Texas, and Hidalgo COUNTY.

By vote on September 06, 2022, the Hidalgo COUNTY Commissioners Court has approved the Project identified above.

Richard Cortez, COUNTY Judge

ATTEST:

Arturo Guajardo, Jr., COUNTY Clerk

COMMISSIONERS COURT HIDALGO COUNTY, TEXAS

APPROVED BY
COMMISSIONERS COURT
ON: 9/6/22 AT 87236

APPROVED AS TO FORM:

Hidalgo COUNTY Criminal District Attorney's Office
Ricardo Rodriguez, Jr.

By: _____
Robert Viña, III, Assistant District Attorney



CITY OF EDINBURG - CITY COUNCIL
Meeting Date: September 2, 2025
CONSENT AGENDA
Agenda Item No: 12.F.
Amendment #2 for the ILA with Hidalgo County Pct.#4 for FM 1925
(Monte Cristo)

1. **Agenda Item:**
Consider Authorizing the City Manager to Execute Amendment Number Two (2) to the Interlocal Agreement Between the City of Edinburg and Hidalgo County (Precinct 4) Concerning Certain Improvements to FM 1925 (Monte Cristo Road) from McColl Road to 1,500 Feet West of 10th Street. [Tomas D. Reyna, Assistant City Manager]

2. **Description:**
The City of Edinburg and Hidalgo County (Precinct 4) entered into an interlocal agreement for the improvements to FM 1925 (Monte Cristo) from McColl Rd. to 1500 Feet West of 10th Street now known as Trooper Moises Sanchez Blvd. The Hidalgo County Metropolitan Planning Organization (HCMPO) has identified FM 1925 (Monte Cristo Road) from McColl Rd to fifteen hundred feet west of 10th Street (the "Road") as a high priority corridor for expansion to a four-lane divided urban facility and has assigned federal funds toward its completion.

The amendment will modify the payment schedule in the total amount of $1,000,000.00 to the following schedule:
-FY 2024-2025 to FY 2026–2027 in the amount not to exceed $350,000.00 annually.
-FY 2027-2028 in the amount not to exceed $300,000.00.

3. **Staff's Recommendation:**
Approve Authorizing the City Manager to Execute Amendment Number Two (2) to the Interlocal Agreement Between the City of Edinburg and Hidalgo County (Precinct 4) Concerning Certain Improvements to FM 1925 (Monte Cristo Road) from McColl Road to 1,500 Feet West of 10th Street.

Reviewed by:

Prepared by:
Tomas Reyna, Assistant City Manager

Attachments:
A. Amendment No. 2 ILA Hidalgo County Pct #4 Monte Cristo Dr. 8.25.25

THE STATE OF TEXAS	**§**	**AMENDMENT NUMBER TWO (2) TO THE INTERLOCAL AGREEMENT BETWEEN THE COUNTY OF HIDALGO AND CITY OF EDINBURG, TEXAS CONCERNING CERTAIN IMPROVEMENTS TO FM 1925 (MONTE CRISTO) FROM MCCOLL RD. TO 1,500 FEET WEST OF 10TH STREET**
COUNTY OF HIDALGO	**§**	

AMENDMENT NUMBER TWO (2)
TO THE INTERLOCAL AGREEMENT BETWEEN THE COUNTY OF HIDALGO AND CITY OF EDINBURG, TEXAS CONCERNING CERTAIN IMPROVEMENTS TO FM 1925 (MONTE CRISTO) FROM MCCOLL RD. TO 1,500 FEET WEST OF 10TH STREET

This Amendment is made on this the _____ day of _____. 2025 between the County of Hidalgo, hereinafter referred to as "**COUNTY**", the City of Edinburg, hereinafter referred to as "**CITY**", collectively referred to as the "Parties", acting under the authority granted in and pursuant to the provisions of the Texas Inter-local Cooperation act (the "Act"), Chapter 791, Texas Government Code.

RECITALS

WHEREAS, on February 17, 2015, the COUNTY and the CITY approved an Interlocal Agreement for the Certain Improvements to FM 1925 (Monte Cristo) from McColl Rd. to 1,500 Feet West of 10th Street now known as Trooper Moises Sanchez Blvd. (hereinafter referred to as "the Agreement"); and

WHEREAS, on January 5, 2016, the COUNTY and the City approved Amendment Number One (1) to the Interlocal Agreement for Certain Improvements to FM 1925 (Monte Cristo) from McColl Rd. to 1500 Feet West of 10th Street now known as Trooper Moises Sanchez Blvd. ("Amendment #1 to the Agreement"); and

WHEREAS the Hidalgo County Metropolitan Planning Organization (HCMPO) has identified FM 1925 (Monte Cristo Road) from McColl Rd to fifteen hundred feet west of 10th Street (the "Road") as a high priority corridor for expansion to a four-lane divided urban facility and has assigned federal funds toward its completion (the "Project"); and

WHEREAS, the County has been designated by TxDOT an eligible entity to receive reimbursements for work related to the Road within the county and city limits; and

WHEREAS, the County will be the fiduciary agent for this Project and assume the role of project development lead; and

WHEREAS, the County and City are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Texas Government Code 791.001 et. Seq. which authorizes local governments to contract with each other to perform governmental functions and services under the terms of the Act; and

WHEREAS, the County and City agree it is essential to upgrade and add capacity to the portion of FM 1925 between McColl Rd. and 10th Street to a four lane urban

roadway and have agreed to collaborate on said Project per the terms and conditions of the Agreement and Amendment #1 to the Agreement; and

WHEREAS, the City and County now further desire to amend the Interlocal Agreement to clarify their roles and responsibilities as hereinafter provided.

NOW THEREFORE, for and in consideration of the terms and provisions of this Amendment to the Interlocal Agreement and for good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the City and County hereby agree to the following amendment to the Agreement:

ARTICLE 1. TERM

Section 3 of Article 1. Term of the Agreement, shall be amended as follows:

3. The City agrees to contribute an amount not to exceed One Million Dollars ($1,000,000), payable in three (3) scheduled installments as follows:

    1.1. On or after October 1, 2025, within the City's Fiscal Year 2025–2026, in an amount not to exceed $350,000.00.
    1.2. On or after October 1, 2026, within the City's Fiscal Year 2026–2027, in an amount not to exceed $350,000.00.
    1.3. On or after October 1, 2027, within the City's Fiscal Year 2027–2028, in an amount not to exceed $300,000.00.

All other provisions of the Agreement and Amendment #1 to the Agreement not expressly modified by this Amendment shall remain in full force and effect.

This Amendment is executed by the duly authorized representatives of the parties as set forth below.

EXECUTED by the PARTIES in triplicate originals on this _____ day of _____, 2025

CITY OF EDINBURG

_____
Ramiro Garza Jr., Mayor

ATTEST:

_____
Clarice Y. Balderas, City Secretary

APPROVED TO FORM CITY:

_____
Josephine Ramirez-Solis, City Attorney

APPROVED BY CITY COUNCIL

On: _____

HIDALGO COUNTY

_____
Richard Cortez, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

APPROVED TO FORM COUNTY:
Hidalgo County Criminal District Attorney's Office
Toribio "Terry" Palacios

_____
Robert Viña, III, Assistant District Attorney

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

APPROVAL OF INTER-LOCAL COOPERATION AGREEMENT PROJECT

In accordance with Texas Government Code §791.014, Hidalgo COUNTY, Texas, acting by and through the Hidalgo COUNTY Commissioners Court, has been advised of a proposed project desires COUNTY to engage in a project for the road improvements of Schunior Road from N. Jackson Road to Hoehn Road and Hoehn Road from Schunior Road to US 107, a section which is within the Edinburg CITY Limits and in part within Hidalgo COUNTY, Texas; through the Inter-local Cooperation Agreement to be entered into with the CITY of Edinburg, Texas, and Hidalgo COUNTY.

By vote on_____2025, the Hidalgo COUNTY Commissioners Court has approved the Project identified above.

_____
Richard Cortez, COUNTY Judge

ATTEST:

_____
Arturo Guajardo, Jr., COUNTY Clerk

APPROVED AS TO FORM:

Hidalgo COUNTY Criminal District Attorney's Office
Toribio "Terry" Palacios

By: _____
Robert Viña, III, Assistant District Attorney