



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
NOVEMBER 5, 2025
6:00 PM

1. CALL TO ORDER, ESTABLISH QUORUM

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

2. CERTIFICATION OF PUBLIC NOTICE

3. DISCLOSURE OF CONFLICT OF INTEREST

4. CITY MANAGER'S REPORT

A. City of Edinburg Events:

- The Sound of Freedom: An Evening with the US Air Force
- Veterans Day Parade and Stars, Stripes & Sounds Concert

5. PROCLAMATIONS/RECOGNITIONS

- A. Presentation Recognizing the 2025-2026 Mayor's Youth Advisory Council Members. [Clarice Y. Balderas, City Secretary]
- B. Presentation of Proclamation Recognizing November 3-7, 2025 as Municipal Courts Week. [Maribel Velasquez, Court Administrator]
- C. Presentation of Proclamation Recognizing November 15, 2025 as Arbor Day. [Clarice Y. Balderas, City Secretary]

6. PUBLIC COMMENTS

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

If a resident desires to make a public comment in person, please complete the Public Comments Form which will be located outside of the City Council Chambers and submit the completed form to the City

Secretary prior to the commencement of the City Council Meeting. We ask for everyone's cooperation in following this procedure.

7. PUBLIC HEARINGS

- A.** Hold Public Hearing and Consider the Ordinances Providing for the Comprehensive Plan Amendment from Auto-Urban Uses to Multi-Family Residential Uses and the Rezoning Request from Residential, Primary (RP) District to Residential, Multi-Family (RM) District, Lot 7, Block 117, Original Townsite of Edinburg, Located at 521 East Lovett Street, as Requested by Gomez 3 Construction. **(A 4/5 vote is required by the City Council to overturn the Planning & Zoning Commission action.)** [Jaime Acevedo, Director of Planning & Zoning]
- B.** Hold Public Hearing and Consider the Ordinances Providing for the Comprehensive Plan Amendment from Neighborhood Commercial Uses to General Commercial Uses and the Rezoning Request from Commercial, Neighborhood (CN) District to Commercial, General (CG) District, all of Lot 1, Amended Minor Plat of the Links Commercial Subdivision, Located at 801 South Raul Longoria Road, as Requested by AEC Engineering LLC. [Jaime Acevedo, Director of Planning & Zoning]
- C.** Hold Public Hearing and Consider the Ordinances Providing for the Comprehensive Plan Amendment from Auto Urban Uses to Neighborhood Commercial Uses and the Rezoning Request from Residential, Primary (RP) District to Commercial, Neighborhood (CN) District, Lot 7, Block 244, Original Townsite of Edinburg, Hidalgo County, Texas, Located at 121 S. 21st Avenue, as Requested by Odilia Salinas Reyna. [Jaime Acevedo, Director of Planning & Zoning]
- D.** 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, 0.135 of One Acre 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]
- E.** Hold Public Hearing and Consider the Ordinance Providing for the Special Use Permit for On Premise Consumption for Alcoholic Beverages for Late Hours, Being Lot 1, Chano's Subdivision, Unit No.2, Located at 208 E. Canton Road, as Requested by Memorial Event Center LLC. [Jaime Acevedo, Director of Planning & Zoning]

8. ORDINANCES

- A.** Consider Ordinance Amending the Code of Ordinances of the City of Edinburg, Texas at Title VII, Traffic Code, Chapter 72, Traffic Schedules, I, Speed Limits, Amending the Speed Limit on North Seminary Road from Monte Cristo Road (FM 1925) to the Northern City of Edinburg City Limit. [Mardoqueo Hinojosa, P.E., C.F.M., City Engineer]
- B.** Consider Ordinance Amending the Code of Ordinances of the City of Edinburg, Texas at Title XI. Business Regulations, by Replacing Chapter 118 Wrecker and Towing Ordinance. [Josephine Ramirez-Solis, City Attorney]

9. VARIANCES

- 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 Being a 1.09 Acre Tract of Land Out of the North 10 Acres, of the North 15 Acres, of the South 20 Acres of Lot 12, Section 268, Texas-Mexican Railway Company's Survey, Hidalgo County, Texas, Located at

1002 S. Raul Longoria Rd., as Requested by Julio C. Martinez. [Jaime Acevedo, Director of Planning & Zoning]

- B.** Consider Variance Request to the City's Unified Development Code, Article 3, Table 3.102-1, Single-family Detached Lot and Building Standards, Being a 18.682-Acre Tract of Land Out of Lot 50, 51 and 52, Santa Cruz Ranch Subdivision, According to the Plat or Map Thereof Recorded in Volume Z, Page 161, Hidalgo County Map Records, Located at 4401 La Sienna Parkway, as Requested by Melden & Hunt, Inc. [Jaime Acevedo, Director of Planning & Zoning]
- C.** Consider Variance Request to the City of Edinburg Unified Development Code, Article 5, Subdivision Standards, Section 5.301, Dedication of Improvements. Being 1.917 Acres Out of Lot 13, Subdivision "C" in Texas-Mexican Railway Surveys #241 and #272 in Hidalgo County, Texas, Recorded in Vol. 1, Page 23, of the Map of Records Located at 221 E. Schunior Street, as Requested by Melden & Hunt, Inc. [Jaime Acevedo, Director of Planning & Zoning]
- D.** Consider Variance Request to the City's Unified Development Code, Article 3, Table 3.102-1, Single-Family Detached Lot and Building Standards, Lot Area and Rear Yard, for the proposed Villas At La Sienna Subdivision, Being a 4.906 Acres Tract of Land Out of Lot 1, La Sienna Development, According to the Plat or Map Thereof Recorded in Volume 53, Page 124, Hidalgo County Map Records, Located at 1891 Burns Boulevard, as Requested by Melden & Hunt, Inc. [Jaime Acevedo, Director of Planning & Zoning]
- E.** Consider Variance Request to the City's Unified Development Code, Article 3, Table 3.102-1, Single-Family Detached Lot and Building Standards, for the Proposed Sunset Groves Subdivision, Being a 9.14 Acres Out of Lot 4, Block 8 Santa Cruz Gardens Unit No. 3, According to the Map or Plat in Volume 9, Page 3, Map Records of Hidalgo County, Texas, Located at 4801 N. Doolittle Road, as Requested by Rio Delta Engineering. [Jaime Acevedo, Director of Planning & Zoning]
- F.** Consider Variance Request to the City's Unified Development Code, Article 3, Table 3.102-1, Single-Family Detached Lot and Building Standards, for the Proposed Sunset Groves Phase II Subdivision, Being a 10.09 Acres Tract Being All of Lot 3, Block 8 Santa Cruz Gardens Unit No. 3, According to the Map or Plat in Volume 9, Page 3, Map Records of Hidalgo County, Texas, Located at 4801 N. Doolittle Road, as Requested by Rio Delta Engineering. [Jaime Acevedo, Director of Planning & Zoning]

10. AWARDING OF BIDS

- A.** Consider Awarding Bid No. 2025-27, New Tires, Retread, and Flat Repair Services to Southern Tire Mart, LLC for New Tires; Retreads to Southern Tire Mart, LLC; and Flat Repair Services to Oyervides Tire Service, LLC Based on Unit Prices. [Ramiro L. Gomez, Director of Solid Waste Management]
- B.** Consider Authorizing the City Manager to Enter Into a 60-Month Lease Agreement Between the City of Edinburg and D&M Leasing Company Through the Texas Local Government Purchasing Cooperative (Buyboard) Contract No. 744-24 for the Procurement of Approximately Nine (9) Patrol Units at \$2,073.15 Per Unit and One (1) Drone Unit at \$2,178.03 Per Unit Per Month. [Jaime Ayala, Chief of Police]

11. RESOLUTION

- A.** Consider the Resolution Denying the Increase Rate Proposal by Texas Gas Service Company, a Division of ONE Gas, Inc., Rio Grande Valley Service Area. [Josephine Ramirez Solis, City Attorney]

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 Authorizing the City Manager to Enter Into a Waterline Access Agreement with Sharyland Water Supply Corporation to Provide Fire Protection Services to Valencia Trails Phase I Subdivision. [Gerardo Carmona Jr, P.E., Director of Utilities]
- B. Consider Authorizing the City Manager to Enter Into a Memorandum of Understanding Between the City of Edinburg and the Region One Education Service Center for the GROW RGV Tree Canopy Project. [Jaime Acevedo, Director of Planning & Zoning]
- C. Consider Authorizing the City Manager to Renew the Agreement in the Amount of \$65,000.00 Between the City of Edinburg and Sixto Garza, Jr., Enterprises LLC DBA Six Shooter Softwash for RFP No. 2024-021, 2024 Holiday Lighting and Decorations for the City of Edinburg's Promenade Walkway, Promenade Park and City Hall, and Execute Any Documents Related Thereto. [Tomas D. Reyna, Assistant City Manager]
- D. Consider the Approval of Change Order No. 1 Reducing the Contract Amount by \$57,507.21 with McDonald Municipal & Industrial for Bid No. 2023-19, Installation of a New 750 KW Standby Generator for the Downtown Plant High Service Pumps Project and Authorize the City Manager to Execute Any Documents Related Thereto. [Gerardo Carmona Jr., P.E., Director of Utilities]
- E. Consider Authorizing the Purchase of Kamstrup Automated Metering Infrastructure (AMI) Meters as a Sole Source Item from Aguaworks Pipe & Supply LLC., Per Unit Prices as Listed. [Gerardo Carmona Jr., P.E., Director of Utilities]
- F. Consider Authorizing the Purchase of Sixty-Seven (67) Dell Devices from Dell Technologies Through Department of Information Resources (DIR), Contract No. TX DIR-TSO-5792, in the Amount of \$75,462.68. [Daniel Vera, Director of Information Technology]
- G. Consider Approving the City Council Minutes for the following: 2025 Regular Meetings: September 02, 2025, September 16, 2025, October 7, 2025, October 21, 2025, and 2025 Supplemental Regular Meeting: September 02, 2025. [Clarice Y. Balderas, City Secretary]

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. Consultation with City Attorney and Possible Action Regarding PFAS Litigation (§551.071. Consultation with Attorney; Closed Meeting; §551.087).
- C. Consultation with City Attorney and Possible Action Regarding *In Re AEP* (§551.071. Consultation with Attorney; Closed Meeting; §551.087).
- D. Discussion and Possible Action Regarding Economic Development Agreements- 1. Project 25 2. Project 100 3. Project Boot 4. Project Choo Choo 5. Project Revival 6. Project Sprinkler 7. Office Space 8. Workforce Resource Center (§551.071 Consultation with Attorney; §551.087 Deliberation Regarding Economic Development Negotiations; Closed Meeting.)
- E. Discussion and Possible Action Regarding Economic Development Agreements- Consideration of Amendment to Agreement with EDC (§551.071 Consultation with Attorney; §551.087 Deliberation Regarding Economic Development Negotiations; Closed Meeting.)

OPEN SESSION

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

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 October 30, 2025 at 5:45 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: November 5, 2025
PROCLAMATIONS/RECOGNITIONS

Agenda Item No: 5.A.
MYAC 2025-2026 Members

1. **Agenda Item:**

Presentation Recognizing the 2025-2026 Mayor's Youth Advisory Council Members. [Clarice Y. Balderas, City Secretary]

2. **Description:**

The Mayor's Youth Advisory Council (MYAC) was created to include the perspective of the City's youth by becoming engaged in establishing the future of the City. The goal is to provide the City's youth with an understanding of the operations of a municipal government, such as drainage, development, and public safety. Other areas of involvement include advocating for the expansion of higher education and other crucial areas that may affect their future. MYAC provides Edinburg's young generation the necessary tools, such as training and trust, to apply their creativity and skills to better their community, by allowing them to have a voice in their local government.

The Edinburg City Council would like to recognize the 2025-2026 Mayor's Youth Advisory Council and emphasize that new and innovative ideas and projects can be achieved by inviting new and young minds to participate, while giving them leadership skills, experience, confidence, and support to succeed in their future.

3. **Staff's Recommendation:**

Recognize the 2025-2026 Mayor's Youth Advisory Council Members.

Reviewed by:

Prepared by:

Clarice Balderas, City
Secretary

Attachments:

None



CITY OF EDINBURG - CITY COUNCIL

Meeting Date: October 21, 2025

PROCLAMATION/RECOGNITION

Agenda Item No:

Proclamation: Municipal Courts Week

1. **Agenda Item:**

Proclamation Recognizing November 3-7, 2025 as Municipal Courts Week. [Maribel Velasquez, Court Administrator]

2. **Description:**

The Edinburg Municipal Court has existed since August 24, 1926, and serves as the local justice center for the enforcement of local ordinances and fine-only state offenses that protect the peace and dignity of our community.

The Edinburg City Council recognize the accomplishments of the Texas Municipal Court, and salute their critical role in preserving public safety, protecting the quality of life in Texas communities, and criminal cases for all defendants, including indigent defendants, and support the Edinburg Municipal Court in complying with such legal requirements.

3. **Staff's Recommendation:**

Present proclamation recognizing November 3-7, 2025 as Municipal Courts Week.

Reviewed by:

Maribel Velasquez, Court Administrator

Prepared by:

Rocio Castillo, Assistant
Court Administrator

Attachments:

A. Municipal Courts Week Proclamation 2025

PROCLAMATION



MUNICIPAL COURTS WEEK NOVEMBER 3-7, 2025

WHEREAS, the Edinburg Municipal Court has existed since August 24, 1926, and serves as the local justice center for the enforcement of local ordinances and fine-only state offenses that protect the peace and dignity of our community; and,

WHEREAS, municipal courts play a significant role in preserving public safety and promoting quality of life in Texas; and,

WHEREAS, more people come in contact with municipal courts than all other Texas courts combined. The public's impression of the Texas judicial system is largely dependent upon their experience in a municipal court; and,

WHEREAS, the procedures for the Edinburg Municipal Court operations are set forth in the Texas Code of Criminal Procedure and other laws of the State of Texas; and,

WHEREAS, the Edinburg Municipal Judge and Clerks continuously strive to improve the administration of justice through participation in judicial education programs, seminars and workshops; and,

WHEREAS, the City of Edinburg is committed to the notion that our legal system is based on the principle that an independent, fair, and competent judiciary will interpret and apply the laws that govern the judges and us. The court personnel should comply with the law and act in a manner that promotes public confidence in the integrity and impartiality of judiciary justice; and,

WHEREAS, the Edinburg City Council recognizes the accomplishments of the Texas Municipal Courts, and salutes their critical role in preserving public safety, protecting the quality of life in Texas communities, and criminal cases for all defendants, including indigent defendants, and supports the Edinburg Municipal Court in complying with such legal requirements.

NOW, THEREFORE, I, RAMIRO GARZA, JR., MAYOR OF THE CITY OF EDINBURG, TX: By the power vested in me by law, do hereby proclaim November 3-7, 2025 as:

MUNICIPAL COURTS WEEK

and encourage everyone to recognize and extend their appreciation to the Edinburg Municipal Court Judge and support personnel for the vital services they perform and their exemplary dedication to our city.

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 21st day of October, 2025.

CITY OF EDINBURG, TEXAS

By: _____
Ramiro Garza, Jr., Mayor

ATTEST:

By: _____
Clarice Y. Balderas, City Secretary





CITY OF EDINBURG - CITY COUNCIL

Meeting Date: November 5, 2025
PROCLAMATIONS/RECOGNITIONS
Agenda Item No: 5.C.
Proclamation: Arbor Day

1. **Agenda Item:**

Presentation of Proclamation Recognizing November 15, 2025 as Arbor Day. [Clarice Y. Balderas, City Secretary]

2. **Description:**

In 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day in Spring be set aside for the planting of trees. In Texas, that special day is the first Friday in November, a better time due to the cooler temperatures of the Fall.

Trees promote human health and well-being, add beauty to communities, improve water quality and quantity, reduce the erosion of precious topsoil, and provide shade, clean air, and habitat for wildlife.

Wherever trees are planted, it becomes a source of joy and spiritual renewal. In keeping with the tradition of Texas Arbor Day, the City of Edinburg, in collaboration with Region One, and the Texas A&M Forest Service will celebrate Texas Arbor Day on November 15, 2025, by offering 300 trees to the community for adoption, and engaging students, city staff, and citizens with the planting of 10 trees around Promenade Park Amphitheater.

3. **Staff's Recommendation:**

Present Proclamation recognizing November 15, 2025, as Arbor Day.

Reviewed by:

Clarice Balderas, City Secretary

Prepared by:

Maria Ortiz, Administrative Assistant

Attachments:

A. Arbor Day 2025

PROCLAMATION



ARBOR DAY NOVEMBER 15, 2025

WHEREAS, in 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day in Spring be set aside for the planting of trees. In Texas that special day is the first Friday in November, a better time due to the cooler temperatures of the Fall; and,

WHEREAS, this holiday, called Texas Arbor Day, was first observed with the planting of more than a million trees in Nebraska, is now observed locally, nationally, and throughout the world; and,

WHEREAS, trees promote human health and well-being, add beauty to communities, improve water quality, and quantity, reduce the erosion of precious topsoil, and provide shade, clean air, and habitat for wildlife; and,

WHEREAS, trees improve the quality of life for the present and future health, safety, and welfare of all citizens by reducing the economic burden of energy costs, improving interconnectedness to our planet, and renewal of air quality, aligning with the pillars of sustainable development; and,

WHEREAS, trees are a renewable resource giving us paper, wood for our home, fuel for our fires, and countless other wood products; and,

WHEREAS, trees in our city increase property values, enhance the economic vitality of business areas, and beautify our community; and

WHEREAS, the City of Edinburg is continuing to demonstrate its commitment to trees by conducting ongoing tree planting projects along city, right-of-ways, medians, parks, and other city properties, along with training and development; and,

WHEREAS, the Arbor Day Tree Planting Ceremony is an outward expression of the commitment that the City of Edinburg has towards maintaining healthier urban forestry by investing in tree planting to increase shading, promote community engagement with our planet, and ensure excellence through continual growth and resiliency; and,

WHEREAS, wherever trees are planted it becomes a source of joy and spiritual renewal. In keeping with the tradition of Texas Arbor Day, the City of Edinburg, in collaboration with Region One, and the Texas A&M Forest Service will celebrate Texas Arbor Day on November 15, 2025 by offering 300 trees to the community for adoption, and engaging students, city staff, and citizens with the planting of 10 trees around Promenade Park Amphitheater.

NOW, THEREFORE, I, RAMIRO GARZA, JR., MAYOR OF THE CITY OF EDINBURG, TX: By the power vested in me by law, do hereby proclaim November 15, 2025 as:

ARBOR DAY

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

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Edinburg, Texas, a Municipal Corporation, to be affixed on this the 5th day of November, 2025.

CITY OF EDINBURG, TEXAS

By: _____
Ramiro Garza, Jr., Mayor

ATTEST:

By: _____
Clarice Y. Balderas, City Secretary





CITY OF EDINBURG - CITY COUNCIL

Meeting Date: November 5, 2025

PUBLIC HEARINGS

Agenda Item No: 7.A.

Comprehensive Plan Amendment and Rezoning Request - Gomez 3
Construction

1. **Agenda Item:**

Hold Public Hearing and Consider the Ordinances Providing for the Comprehensive Plan Amendment from Auto-Urban Uses to Multi-Family Residential Uses and the Rezoning Request from Residential, Primary (RP) District to Residential, Multi-Family (RM) District, Lot 7, Block 117, Original Townsite of Edinburg, Located at 521 East Lovett Street, as Requested by Gomez 3 Construction. **(A 4/5 vote is required by the City Council to overturn the Planning & Zoning Commission action.)** [Jaime Acevedo, Director of Planning & Zoning]

2. **Description:**

This property is located at the northwest corner of N. 16th Avenue and E. Lovett Street. The property is currently zoned Residential, Primary (RP) District, which is the primary residential district, intended to permit a wide range of single-family residential uses. The district 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. The property has 50 feet of frontage along Lovett Street and 142 feet of frontage along 16th Avenue for a total lot area of 7,100 square feet (0.163 acre). The requested zoning designation is Residential, Multi-Family (RM) District, which is a high intensity residential district, intended to accommodate various multifamily residential uses (2 or more dwelling units on a single lot). The district includes auto-urban and higher densities meant to meet the community's need for infill and rental housing. Currently, the lot is vacant. The applicant is proposing to construct a multi-family development at this location.

Adjacent zoning is Residential, Primary (RP) District in all directions. Surrounding land consists residential uses and Apollo Park. The future land use designation for this property is for Auto-Urban Uses.

Staff mailed a notice of the public hearing to 38 neighboring property owners on Friday, September 26, 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 October 18, 2025.

On October 3, 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 October 9, 2025, the Planning & Zoning Commission recommended with a unanimous vote of 7-0 to deny the Comprehensive Plan Amendment and the Rezoning Request. (A 4/5 vote is required by the City Council to overturn the Planning & Zoning Commission action.)

3. **Staff's Recommendation:**

Staff recommends denial of the Comprehensive Plan Amendment from Auto-Urban Uses to Multi-Family Residential Uses and the Rezoning Request from Residential, Primary (RP) District to Residential, Multi-Family (RM) District, based on the surrounding land uses and adjacent zoning

districts. 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 – 10/09/25
CITY COUNCIL – 11/05/25
DATE PREPARED – 10/01/25

STAFF REPORT
GENERAL INFORMATION

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

APPLICANT: Paola Tamez

AGENT: Gomez 3 Construction

LEGAL: Lot 7, Block 117, Original Townsite Of Edinburg

LOCATION: 521 East Lovett Street

LOT/TRACT SIZE: 0.163 acre

CURRENT USE: Single-Family Residential

PROPOSED USE: Residential, Multi-Family (RM) District

EXISTING ZONING: Residential, Primary (RP) District

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

LAND USE PLAN: Auto Urban Uses

PUBLIC SERVICES: City of Edinburg Water and Sewer

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

**COMPREHENSIVE PLAN AMENDMENT
REZONING REQUEST
GOMEZ 3 CONSTRUCTION**

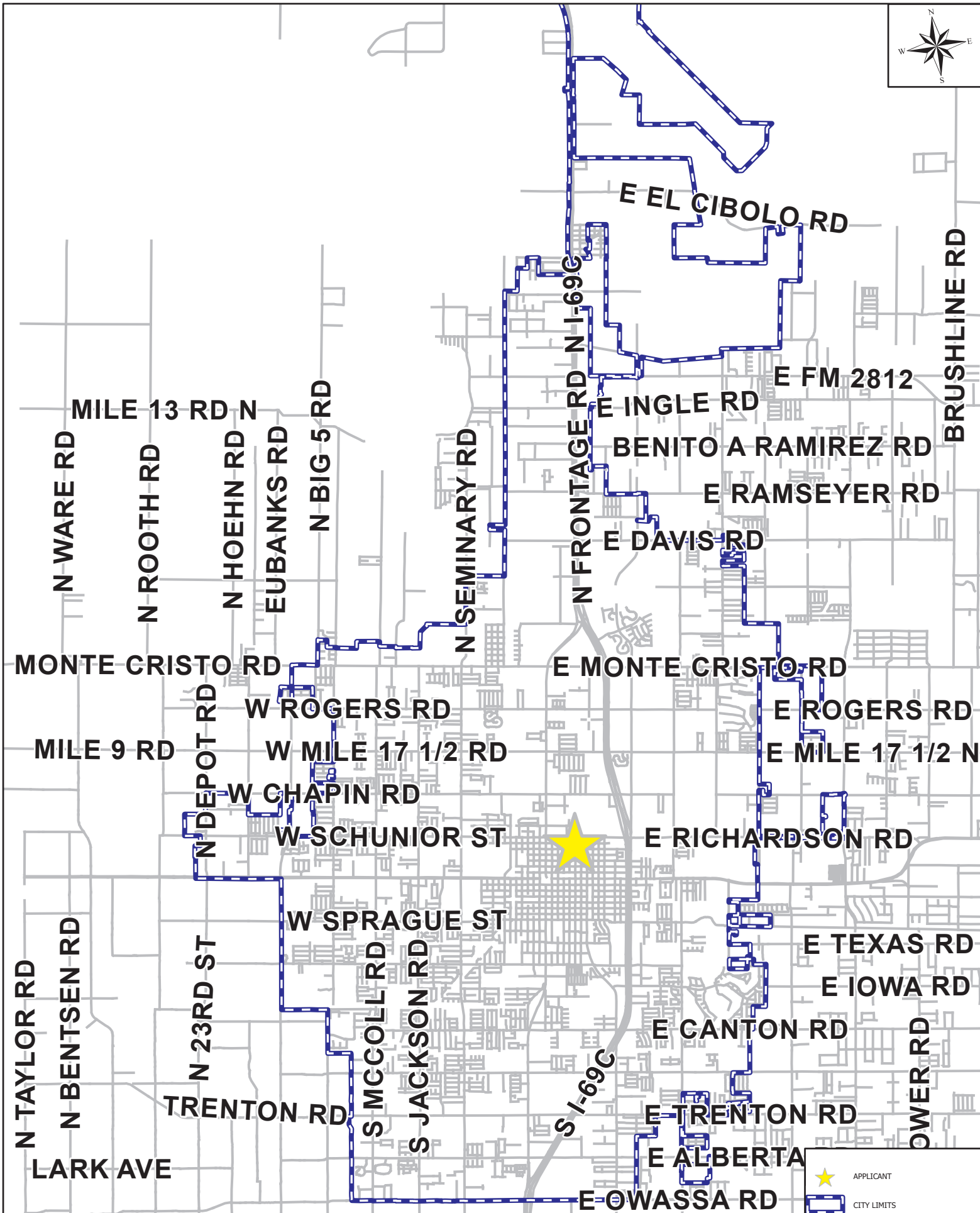
EVALUATION

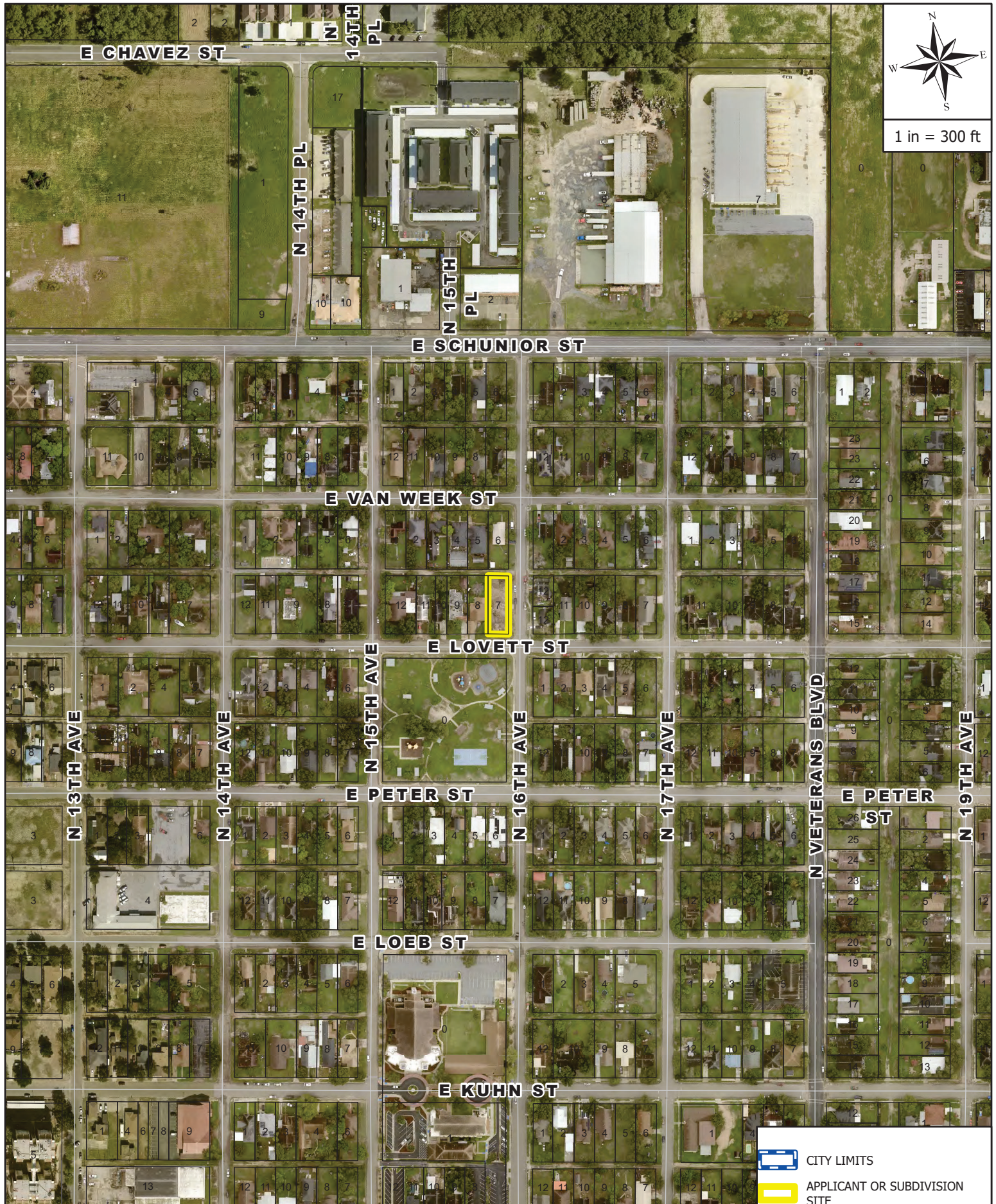
The following is the staff's evaluation of the request:

1. Surrounding land consists of residential uses and Apollo Park.
2. The lot does not meet the minimum lot standards for a multi-family development.
3. The proposed zoning is not consistent with the Future Land Use Plan.

Staff recommends denial of the Comprehensive Plan Amendment from Auto-Urban Uses to Multi-Family Residential Uses and the Rezoning Request from Residential, Primary (RP) District to Residential, Multi-Family (RM) District, based on the surrounding land uses and adjacent zoning districts. 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 38 neighboring property owners on Friday, September 26, 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 October 18, 2025.

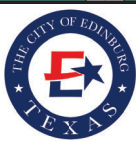
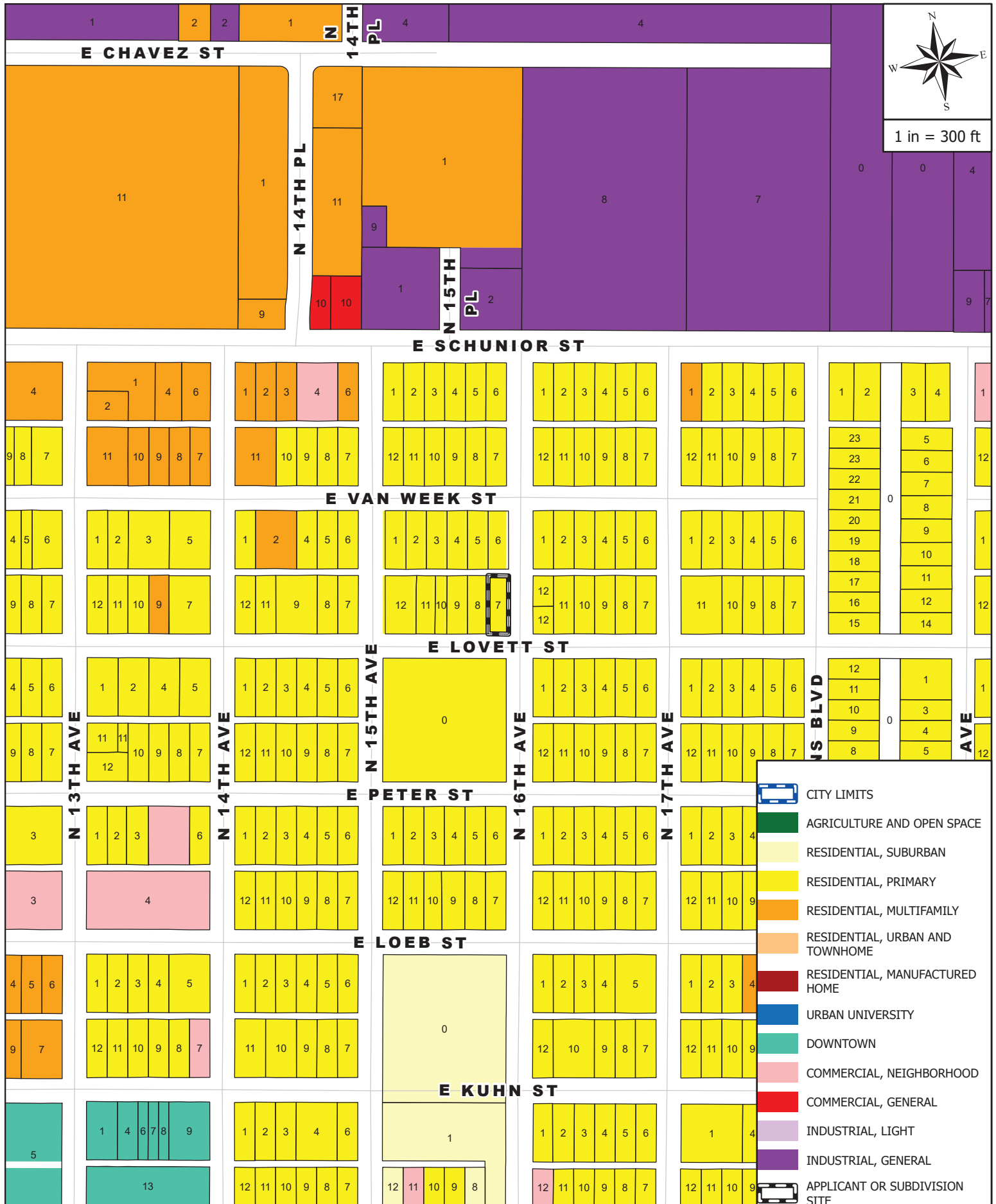




AERIAL MAP

APPLICANT AND/OR SUBDIVISION:

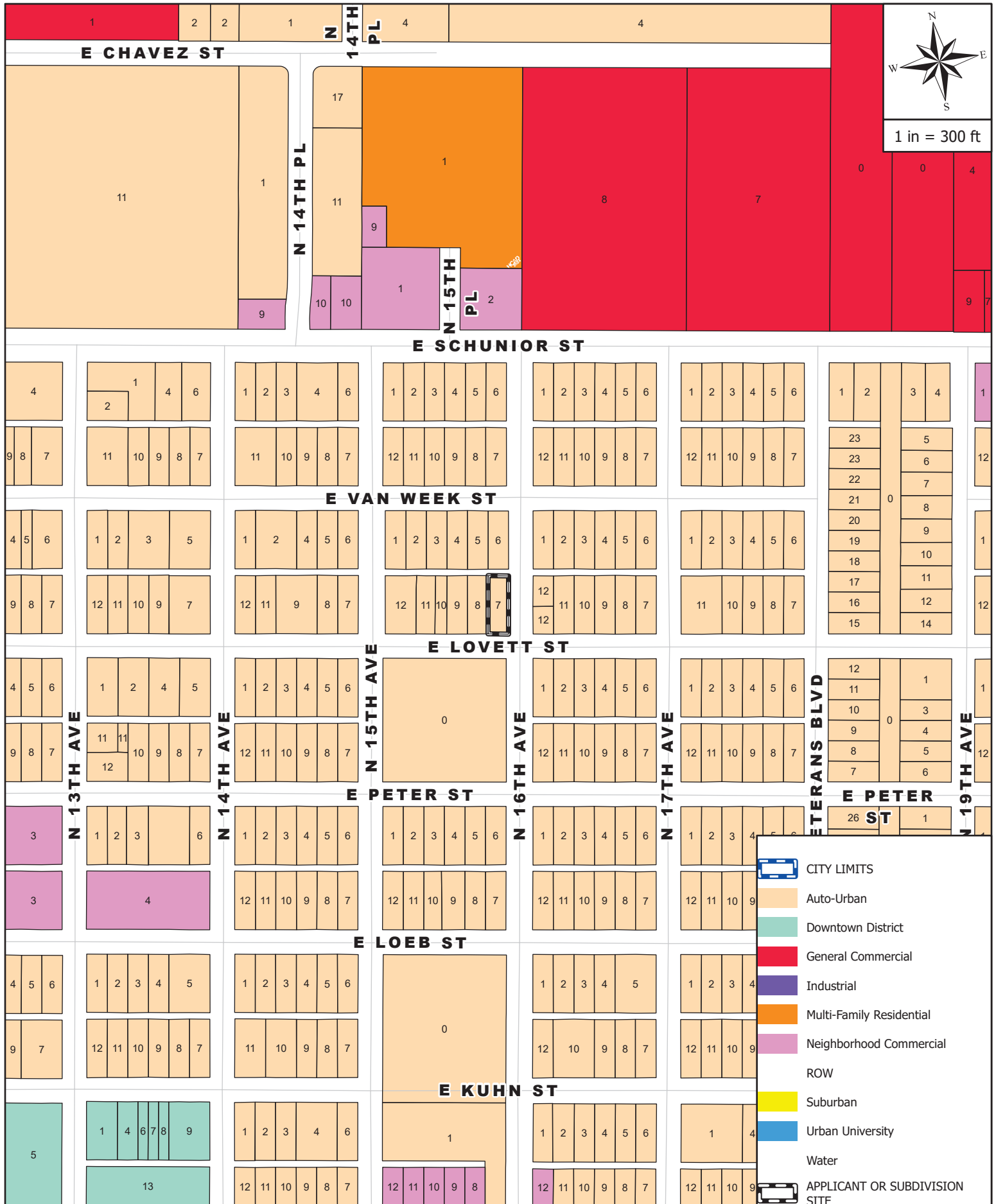
RZNE-2025-0303 521 E LOVETT ST



ZONING MAP

APPLICANT AND/OR SUBDIVISION:

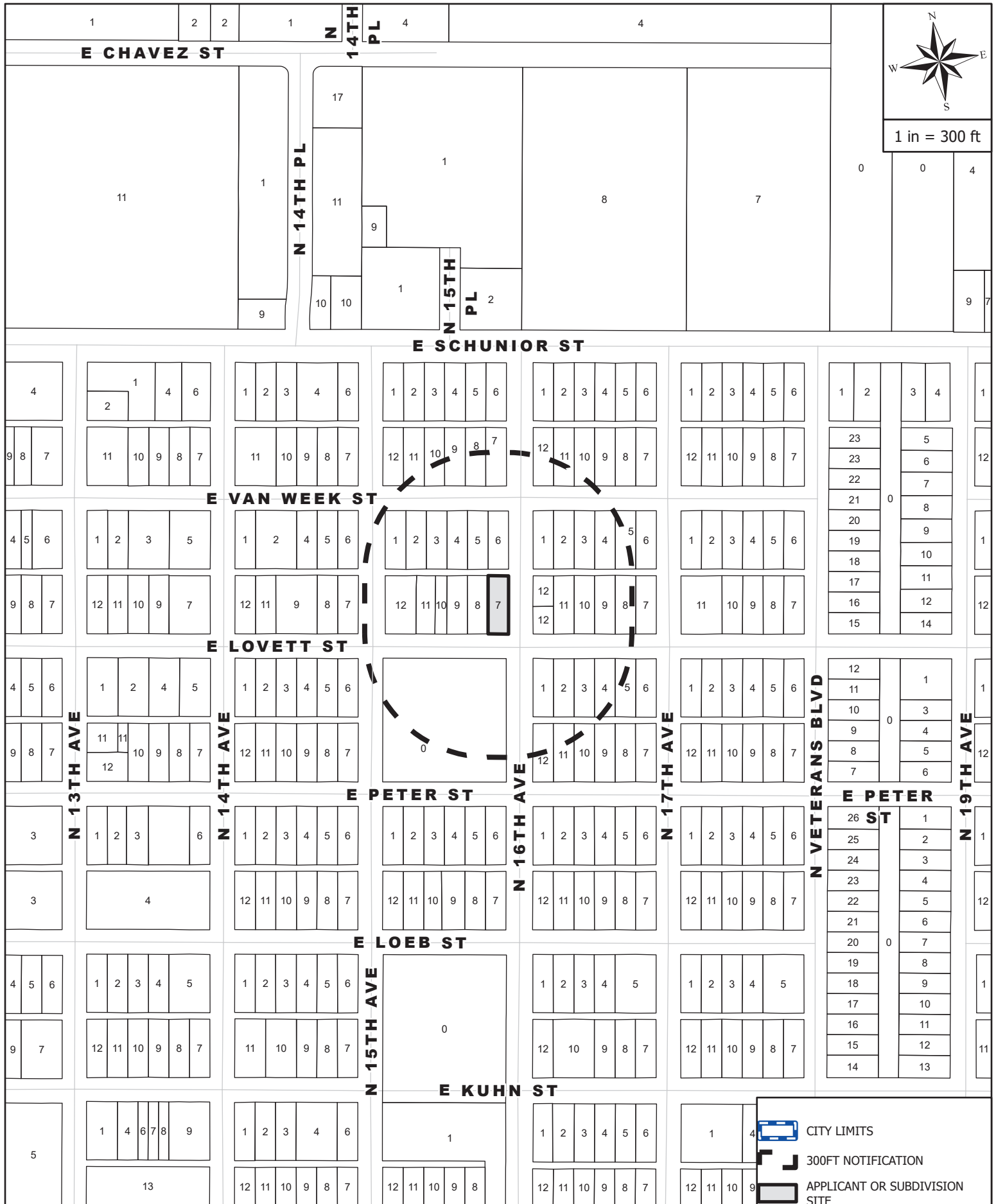
RZNE-2025-0303 521 E LOVETT ST



FUTURE LANDUSE MAP

APPLICANT AND/OR SUBDIVISION:

RZNE-2025-0303 521 E LOVETT ST



MAILOUT AND SITE MAP

APPLICANT AND/OR SUBDIVISION:

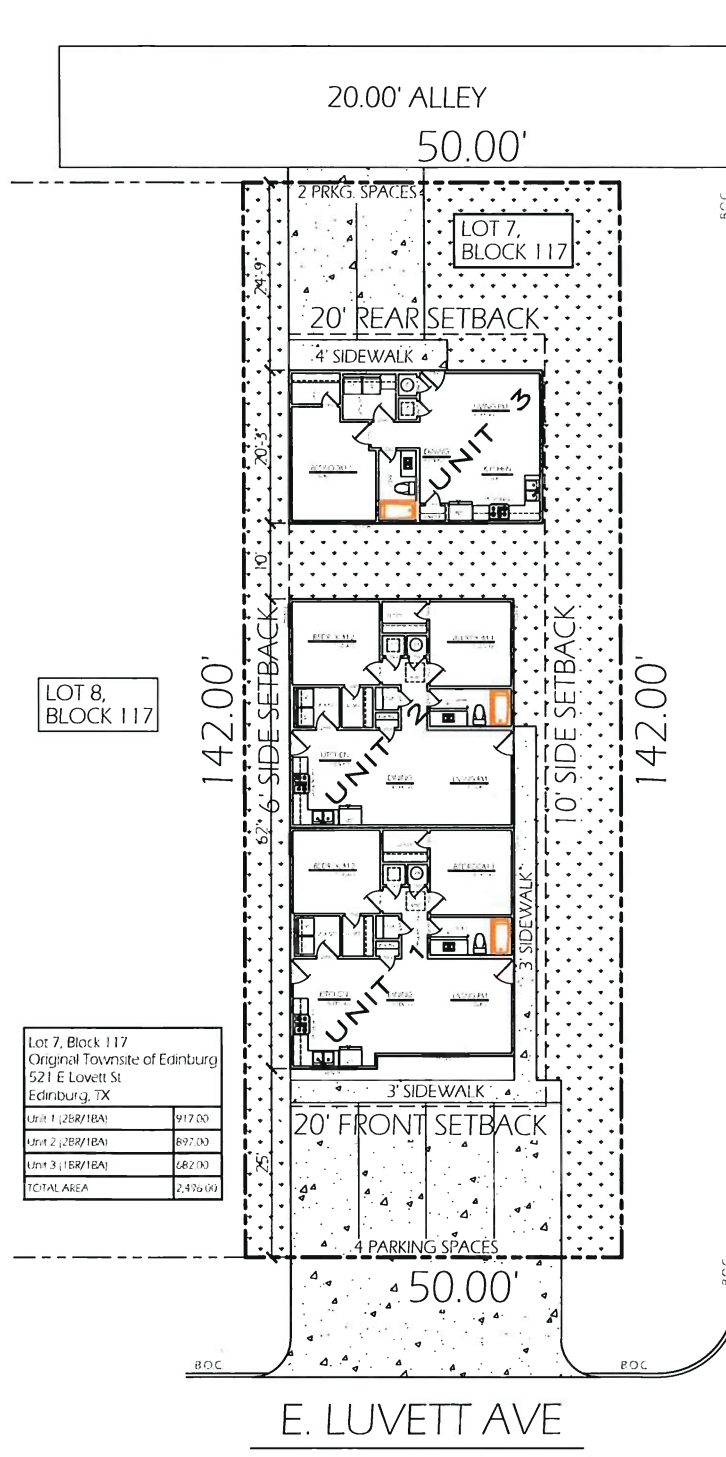
RZNE-2025-0303 521 E LOVETT ST



Rezoning Request Site Photo

Gomez 3 Construction
521 East Lovett Street





THE CITY OF Edinburg

NOTIFICATION

Dear Property Owner:

A public hearing will be held on **Thursday, October 9, 2025, at 5:30 P.M.** in the Edinburg City Hall, City Council Chambers, located at 415 West University Drive, at which time the Planning and Zoning Commission will address the following:

CONSIDER THE COMPREHENSIVE PLAN AMENDMENT FROM AUTO-URBAN USES TO MULTI-FAMILY RESIDENTIAL USES AND THE REZONING REQUEST FROM RESIDENTIAL, PRIMARY (RP) DISTRICT TO RESIDENTIAL, MULTI-FAMILY (RM) DISTRICT, LOT 7, BLOCK 117, ORIGINAL TOWNSITE OF EDINBURG, LOCATED AT 521 EAST LOVETT STREET, AS REQUESTED BY GOMEZ 3 CONSTRUCTION

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

This request is scheduled to be heard by the **City Council on Wednesday, November 5, 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, October 8, 2025
 EMAIL: planning@cityofedinburg.com by Wednesday, October 8, 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

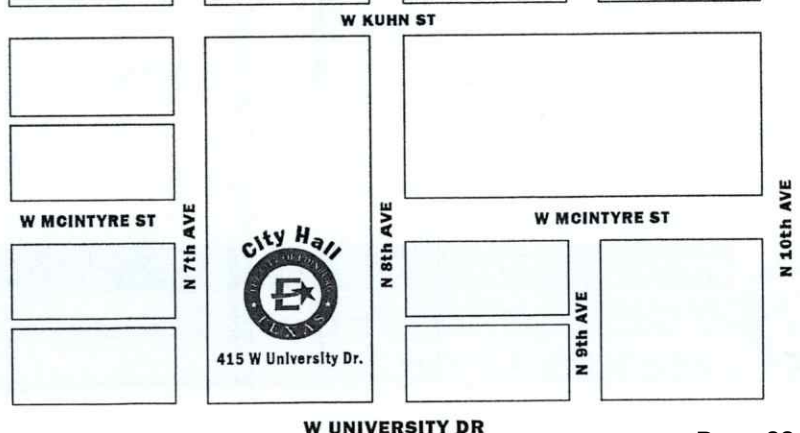
Comments: *We have in Residential And we like to keep that way. we don't want commercial in a Residential area. If you know it really one goes up. and then other commercial would.*

Print Name: *George L. Gomez* Phone No. *956-655-0608*
 Address: *605 E Peter* City: *Edinburg* State: *TX* Zip: *78541*

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



ORDINANCE NO. _____

AN ORDINANCE AMENDING, SUPPLEMENTING, AND CHANGING THE BOUNDARIES RESIDENTIAL, PRIMARY (RP) DISTRICT TO RESIDENTIAL, MULTI-FAMILY (RM) DISTRICT, LOT 7, BLOCK 117, ORIGINAL TOWNSITE OF EDINBURG, LOCATED AT 521 EAST LOVETT STREET, FROM ONE DISTRICT TO ANOTHER; PROVIDING A REPEALER CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE; PROVIDING FOR CODIFICATION; PROVIDING A WAIVER OF THE THREE (3) SEPARATE READINGS; AND ORDAINING OTHER PROVISIONS RELATED TO THE SUBJECT MATTER HEREOF.

WHEREAS, the owner of the herein described real estate has submitted to the Planning and Zoning Commission of the City of Edinburg, Texas, a proposed amendment, and the proposed supplement and change to the boundaries of the Residential, Primary (RP) District, and Residential, Multi-Family (RM) District as set out in the Unified Development Code of the City of Edinburg, Texas, heretofore finally passed, approved, and adopted by said City Council on the 9th day of August, 2022. Such proposed amendment is to change the zoning of all of Lot 7, Block 117, Original Townsite of Edinburg, Located at 521 East Lovett Street, from Residential, Primary (RP) District to Residential, Multi-Family (RM) District, for a recommendation and report by said Planning and Zoning Commission; and

WHEREAS, the said Planning and Zoning Commission of the City of Edinburg, Texas, gave due notice as provided by said Unified Development Code of a public hearing to be held before said Planning and Zoning Commission, on October 9, 2025, at 5:30 P.M., in the Edinburg City Hall, City Council Chambers, located at 415 West University Drive, Edinburg, Texas, and said public hearing was held at such time and place, and all of which procedure in the giving of notice and the holding of said public hearing is hereby ratified and confirmed as meeting all the requirements of said Unified Development Code of the City of Edinburg, Texas and applicable statutes, providing said notice by U. S. Mail to all property owners and persons rendering property for taxation within 300 feet of the property affected not less than ten (10) days before said public hearing; and

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

WHEREAS, after receipt of the final report from the Planning and Zoning Commission, the City Council of said City provided due notice, as provided by said Unified Development Code to be held before said City Council, and notice was published one time in a newspaper published in the City of Edinburg, Texas, and of general circulation in said City, stating that a public hearing to consider said proposed revision would be held on November 5, 2025, at 6:00 P.M., in the Edinburg City Hall, City Council Chambers, located at 415 West University Drive, Edinburg, Texas, which time was not less than 15 days nor more than 20 days from the date of publication, and that said public hearing was held at such time and place, and all of which procedure in the giving of notice and the holding of said public hearing is hereby ratified and confirmed as meeting all the requirements of said Unified Development Code of the City of Edinburg, Texas and applicable statutes; and

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

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

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

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

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

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

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

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

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

READ, CONSIDERED, PASSED AND APPROVED at a regular meeting of the City Council of the City of Edinburg, Texas at which a quorum was present and which was held in accordance with V.T.C.A., Government Code, Section 551.041, on the 5th day of November 2025.

CITY OF EDINBURG

By: _____
Ramiro Garza, Jr., Mayor

ATTEST:

By: _____
Clarice Y. Balderas, City Secretary

APPROVED AS TO FORM:

By: _____
Josephine Ramirez-Solis, City Attorney

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE CITY OF EDINBURG COMPREHENSIVE PLAN BY DETERMINING THAT THE DEVELOPMENT FACTORS WITHIN THE CITY HAVE ADJUSTED SUCH THAT THE PROPOSED USE, LOT 7, BLOCK 117, ORIGINAL TOWNSITE OF EDINBURG, LOCATED AT 521 EAST LOVETT STREET, AN ADDITION TO THE CITY OF EDINBURG, HIDALGO COUNTY, TEXAS, SHOULD BE FOR MULTI-FAMILY RESIDENTIAL USES; PROVIDING A REPEALER CLAUSE; PROVIDING A SAVINGS CLAUSE, PROVIDING FOR PUBLICATION AND EFFECTIVE DATE; PROVIDING A WAIVER OF THREE (3) SEPARATE READINGS; AND ORDAINING OTHER PROVISIONS RELATED TO THE SUBJECT MATTER THEREOF.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

READ, CONSIDERED, PASSED AND APPROVED at a regular meeting of the City Council of the City of Edinburg, Texas at which a quorum was present and which was held in accordance with V.T.C.A., Government Code, Section 551.041, on the 5th day of November 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: November 5, 2025

PUBLIC HEARINGS

Agenda Item No: 7.B.

Comprehensive Plan Amendment and Rezoning Request - AEC
Engineering LLC.

1. **Agenda Item:**

Hold Public Hearing and Consider the Ordinances Providing for the Comprehensive Plan Amendment from Neighborhood Commercial Uses to General Commercial Uses and the Rezoning Request from Commercial, Neighborhood (CN) District to Commercial, General (CG) District, all of Lot 1, Amended Minor Plat of the Links Commercial Subdivision, Located at 801 South Raul Longoria Road, as Requested by AEC Engineering LLC. [Jaime Acevedo, Director of Planning & Zoning]

2. **Description:**

This property is located at the southwest corner of E. Sprague Street and S. Raul Longoria Road. The property is currently zoned Commercial, Neighborhood (CN) District, which is intended to provides small neighborhood shopping opportunities and services in areas that are largely residential in use. Uses are limited to smaller commercial and service businesses that serve the neighborhood. The property is an irregular shaped lot with 239 feet of frontage along S. Raul Longoria Road and 194.49 feet of frontage along E. Sprague Street with a total lot area of 76,673 square feet (1.76 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, there is a meat market at this location. The applicant is proposing to construct a hardware store at this location, adjacent to the existing meat market.

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

Staff mailed a notice of the public hearing to 33 neighboring property owners on Friday, September 26, 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 October 18, 2025.

On October 3, 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 October 9, 2025, the Planning & Zoning Commission recommended with a unanimous vote of 6-0 to approve the Comprehensive Plan Amendment and the Rezoning Request.

3. **Staff's Recommendation:**

Staff recommends approval of the Comprehensive Plan Amendment from Neighborhood Commercial Uses to General Commercial Uses and the Rezoning Request from Commercial, Neighborhood (CN) District to Commercial, General (CG) District, based on existing land uses,

adjacent zoning districts 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 – 10/09/25
CITY COUNCIL – 11/05/25
DATE PREPARED – 10/01/25

STAFF REPORT
GENERAL INFORMATION

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

APPLICANT: Gulf AMR LLC.

AGENT: AEC Engineering LLC.

LEGAL: All Of Lot 1, Amended Minor Plat Of The Links Commercial Subdivision

LOCATION: 801 South Raul Longoria Road

LOT/TRACT SIZE: 1.76

CURRENT USE: Commercial Uses

PROPOSED USE: Commercial, General (CG) District

EXISTING ZONING: Commercial, Neighborhood (CN) District

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

LAND USE PLAN: Neighborhood Commercial Uses

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

RECOMMENDATION: Staff recommends approval of the Comprehensive Plan Amendment from Neighborhood Commercial Uses to General Commercial Uses and the Rezoning Request from Commercial, Neighborhood (CN) District to Commercial, General (CG) District

**COMPREHENSIVE PLAN AMENDMENT
REZONING REQUEST
AEC ENGINEERING LLC.**

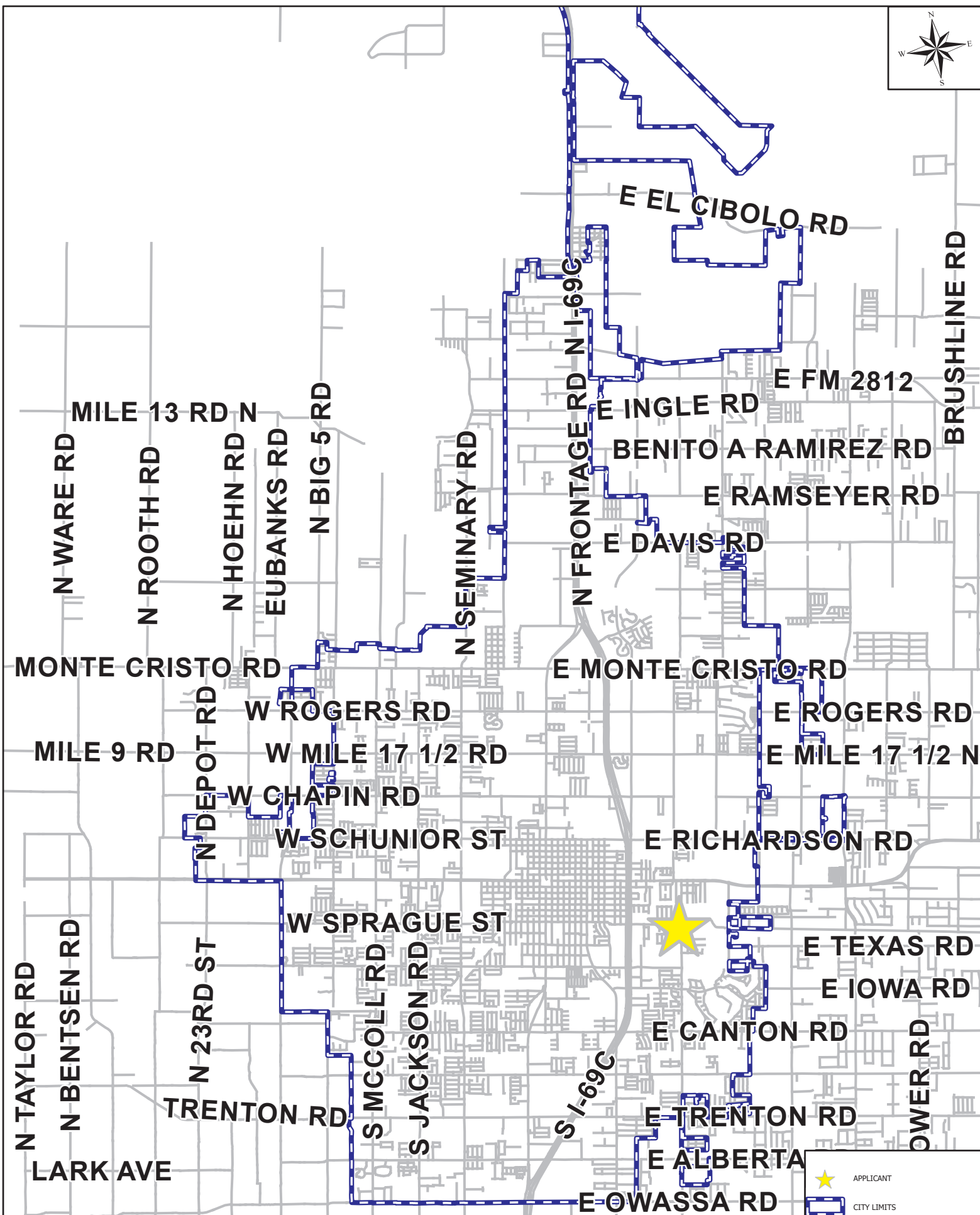
EVALUATION

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

1. Surrounding land consists of commercial uses, residential uses, and the Edinburg Municipal Park.
2. The applicant is proposing to construct a hardware store at this location, adjacent to the existing meat market.
3. The proposed zoning is not consistent with the Future Land Use Plan.

Staff recommends approval of the Comprehensive Plan Amendment from Neighborhood Commercial Uses to General Commercial Uses and the Rezoning Request from Commercial, Neighborhood (CN) District to Commercial, General (CG) District, based on existing land uses, adjacent zoning districts 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 33 neighboring property owners on Friday, September 26, 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 October 18, 2025.



★ APPLICANT
▭ CITY LIMITS



AERIAL MAP

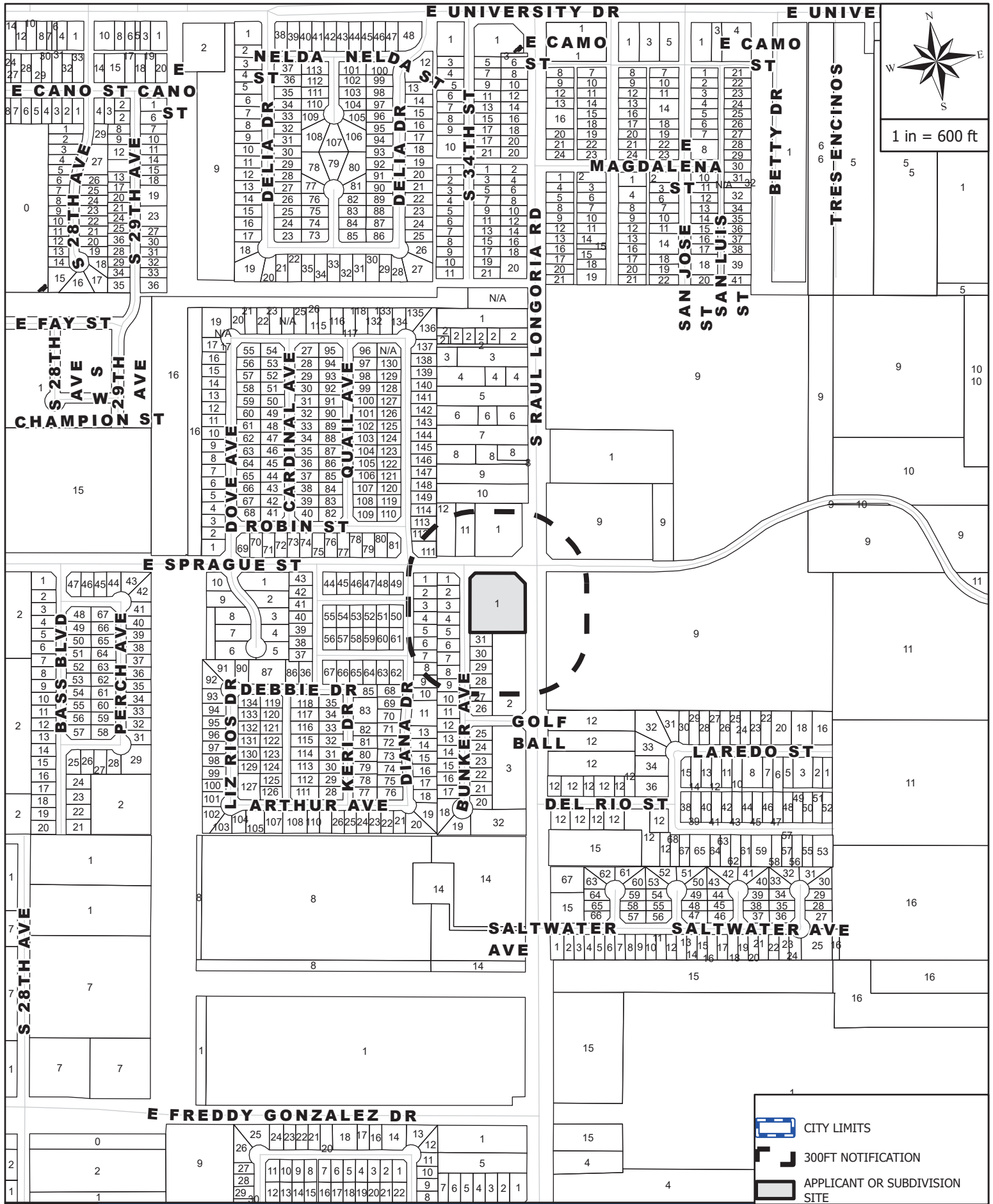
APPLICANT AND/OR SUBDIVISION:

RZNE-2025-0301 801 S RAUL LONGORIA RD



APPLICANT AND/OR SUBDIVISION:

Page 37 of 684



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

RZNE-2025-0301 801 S RAUL LONGORIA RD



Rezoning Request Site Photo

AEC Engineering LLC.
801 S. Raul Longoria Road



ORDINANCE NO. _____

AN ORDINANCE AMENDING, SUPPLEMENTING, AND CHANGING THE BOUNDARIES COMMERCIAL, NEIGHBORHOOD (CN) DISTRICT TO COMMERCIAL, GENERAL (CG) DISTRICT, ALL OF LOT 1, AMENDED MINOR PLAT OF THE LINKS COMMERCIAL SUBDIVISION, LOCATED AT 801 SOUTH RAUL LONGORIA ROAD, FROM ONE DISTRICT TO ANOTHER; PROVIDING A REPEALER CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE; PROVIDING FOR CODIFICATION; PROVIDING A WAIVER OF THE THREE (3) SEPARATE READINGS; AND ORDAINING OTHER PROVISIONS RELATED TO THE SUBJECT MATTER HEREOF.

WHEREAS, the owner of the herein described real estate has submitted to the Planning and Zoning Commission of the City of Edinburg, Texas, a proposed amendment, and the proposed supplement and change to the boundaries of the Commercial, Neighborhood (CN) District, and 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 all of Lot 1, Amended Minor Plat of the Links Commercial Subdivision, Located at 801 South Raul Longoria Road, from Commercial, Neighborhood (CN) District to Commercial, General (CG) District, for a recommendation and report by said Planning and Zoning Commission; and

WHEREAS, the said Planning and Zoning Commission of the City of Edinburg, Texas, gave due notice as provided by said Unified Development Code of a public hearing to be held before said Planning and Zoning Commission, on October 9, 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 November 5, 2025, at 6:00 P.M., in the Edinburg City Hall, City Council Chambers, located at 415 West University Drive, Edinburg, Texas, which time was not less than 15 days nor more than 20 days from the date of publication, and that said public hearing was held at such time and place, and all of which procedure in the giving of notice and the holding of said public hearing is hereby ratified and confirmed as meeting all the requirements of said Unified Development Code of the City of Edinburg, Texas and applicable statutes; and

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

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

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

SECTION II. The zoning of the first above-described property is hereby changed from Commercial, Neighborhood (CN) District, and Commercial, General (CG) District and the boundaries of said Districts are hereby amended, supplemented and changed so as to delete the said area from the said Commercial, Neighborhood (CN) District and added to 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 5th day of November 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, ALL OF LOT 1, AMENDED MINOR PLAT OF THE LINKS COMMERCIAL SUBDIVISION, AN ADDITION TO THE CITY OF EDINBURG, HIDALGO COUNTY, TEXAS, SHOULD BE FOR GENERAL, COMMERCIAL USES; PROVIDING A REPEALER CLAUSE; PROVIDING A SAVINGS CLAUSE, PROVIDING FOR PUBLICATION AND EFFECTIVE DATE; PROVIDING A WAIVER OF THREE (3) SEPARATE READINGS; AND ORDAINING OTHER PROVISIONS RELATED TO THE SUBJECT MATTER THEREOF.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

READ, CONSIDERED, PASSED AND APPROVED at a regular meeting of the City Council of the City of Edinburg, Texas at which a quorum was present and which was held in accordance with V.T.C.A., Government Code, Section 551.041, on the 5th day of November 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: November 5, 2025

PUBLIC HEARINGS

Agenda Item No: 7.C.

Comprehensive Plan Amendment and Rezoning Request - Odilia
Salinas Reyna

1. **Agenda Item:**

Hold Public Hearing and Consider the Ordinances Providing for the Comprehensive Plan Amendment from Auto Urban Uses to Neighborhood Commercial Uses and the Rezoning Request from Residential, Primary (RP) District to Commercial, Neighborhood (CN) District, Lot 7, Block 244, Original Townsite of Edinburg, Hidalgo County, Texas, Located at 121 S. 21st Avenue, as Requested by Odilia Salinas Reyna. [Jaime Acevedo, Director of Planning & Zoning]

2. **Description:**

This property is located at the northwest corner of S. 21st Avenue and E. Cano Street. The property is currently zoned Residential, Primary (RP) District, which is the primary residential district, intended to permit a wide range of single-family residential uses. The district 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. The property has 50 feet of frontage along E. Cano Street and 142 feet of frontage along S. 21st Avenue for a total lot area of 7,100 square feet (0.163 acre). The requested zoning designation is Commercial, Neighborhood (CN) District. This district provides small neighborhood shopping opportunities and services in areas that are largely residential in use. Uses are limited to smaller commercial and service businesses that serve the neighborhood. The district is not intended to be part of commercial corridors along major roads. Currently, there is an existing home at this location. The applicant is proposing to have a medical supply business at this location.

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

Staff mailed a notice of the public hearing to 36 neighboring property owners on Friday, September 26, 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 October 18, 2025.

On October 3, 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 October 9, 2025, the Planning & Zoning Commission recommended with a vote of 4-3 to approve the Comprehensive Plan Amendment and the Rezoning Request.

3. **Staff's Recommendation:**

Staff recommends denial of the Comprehensive Plan Amendment from Auto Urban Uses to Neighborhood Commercial Uses and the Rezoning Request from Residential, Primary (RP) District to Commercial, Neighborhood (CN) District, based on the Future Land use and adjacent zoning districts. 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 – 10/09/25
CITY COUNCIL – 11/05/25
DATE PREPARED – 10/01/25

STAFF REPORT
GENERAL INFORMATION

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

APPLICANT: Odilia Salinas Reyna

AGENT: N/A

LEGAL: Lot 7, Block 244, Original Townsite Of Edinburg

LOCATION: 121 S. 21ST Avenue

LOT/TRACT SIZE: 0.163 acre

CURRENT USE: Single-Family Residential

PROPOSED USE: Commercial, Neighborhood (CN) District

EXISTING ZONING: Residential, Primary (RP) District

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

LAND USE PLAN: Auto Urban Uses

PUBLIC SERVICES: City of Edinburg Water and Sewer

RECOMMENDATION: Staff recommends denial of the Comprehensive Plan Amendment from Auto Urban Uses to Neighborhood Commercial Uses and the Rezoning Request from Residential, Primary (RP) District to Commercial, Neighborhood (CN) District

**COMPREHENSIVE PLAN AMENDMENT
REZONING REQUEST
ODILIA SALINAS REYNA**

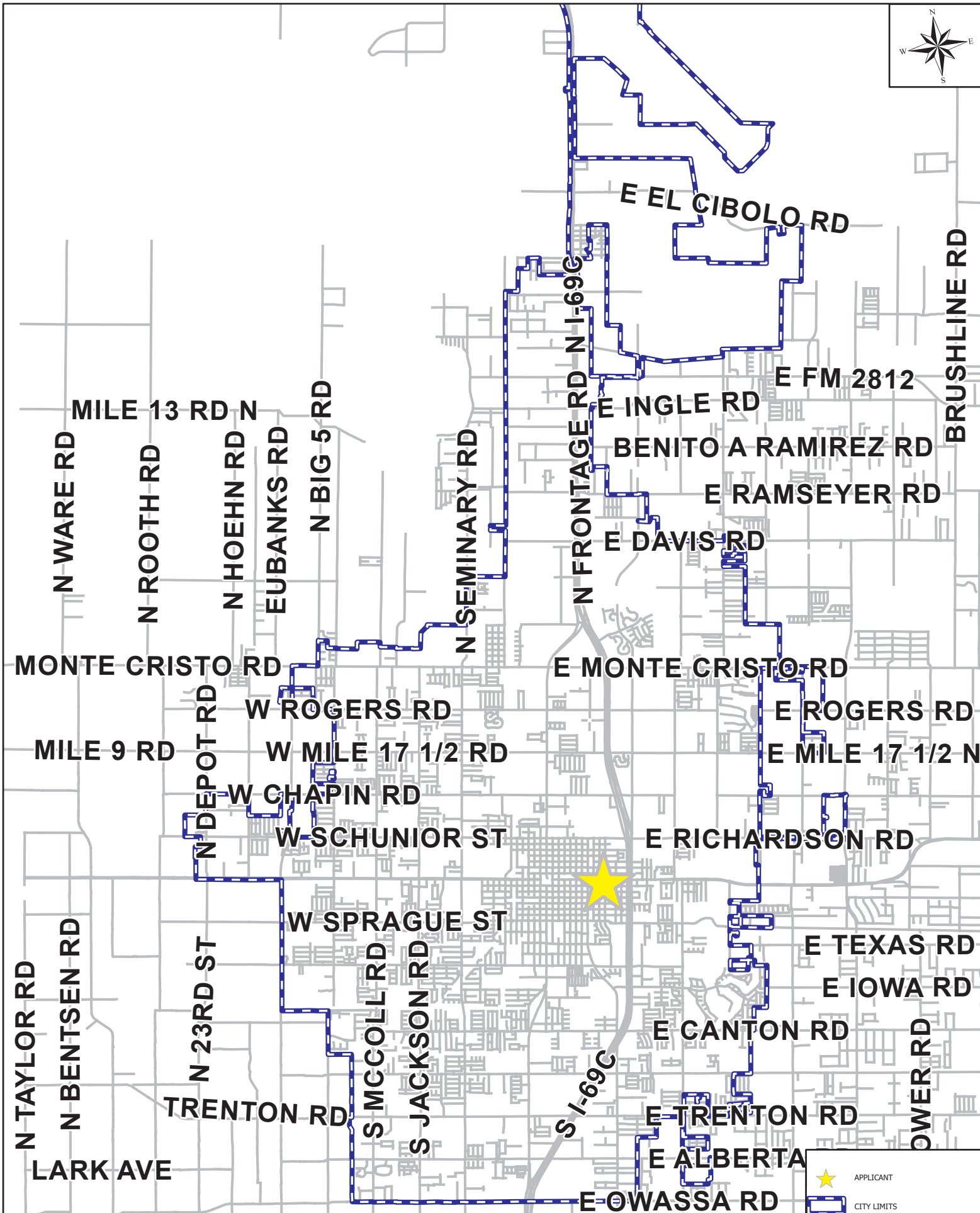
EVALUATION

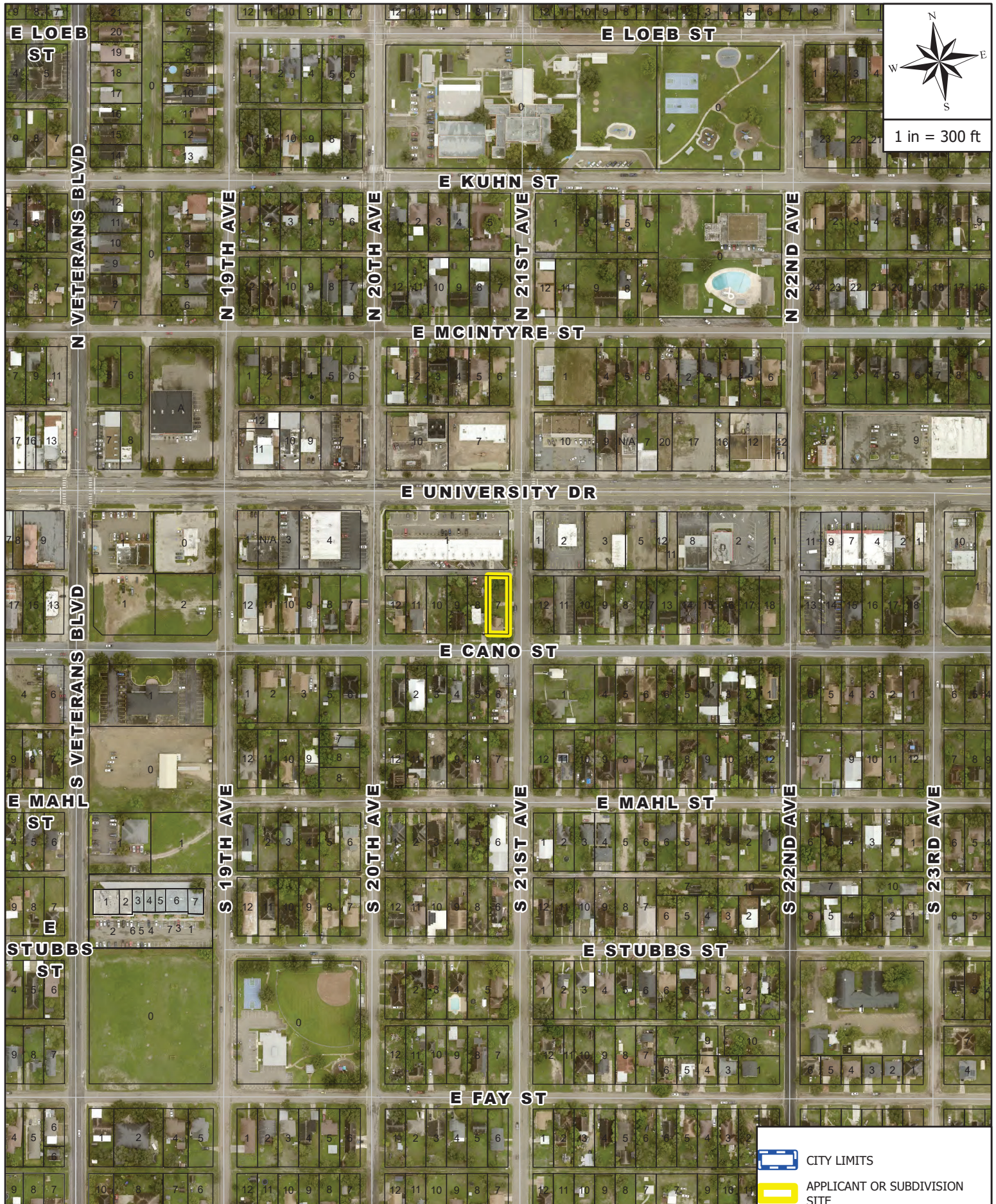
The following is the staff's evaluation of the request:

1. Surrounding land consists of residential uses and commercial uses.
2. The applicant is proposing to have a medical supply business at this location.
3. The proposed zoning is not consistent with the Future Land Use Plan.

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

Staff mailed a notice of the public hearing to 36 neighboring property owners on Friday, September 26, 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 October 18, 2025.

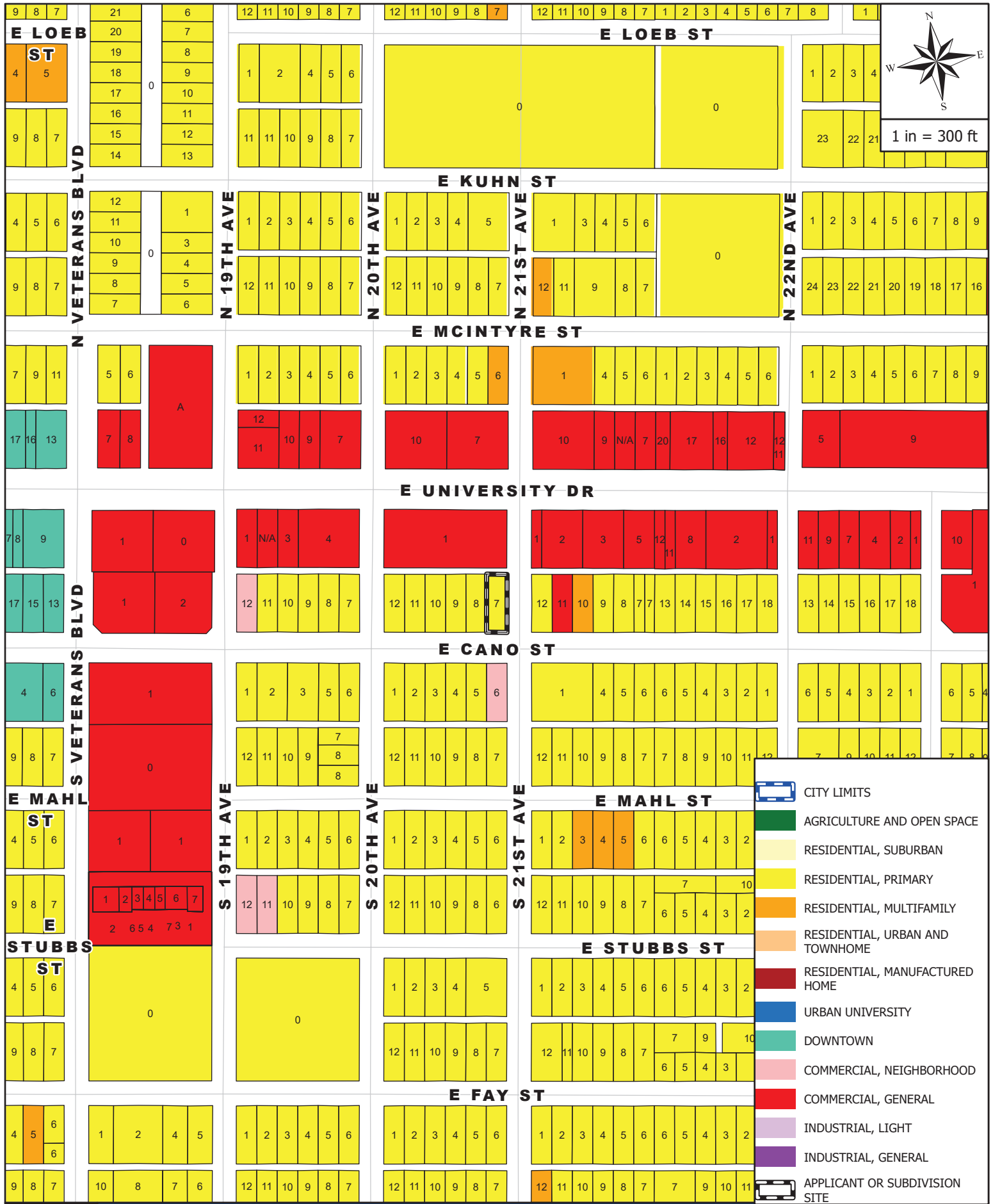




AERIAL MAP

APPLICANT AND/OR SUBDIVISION:

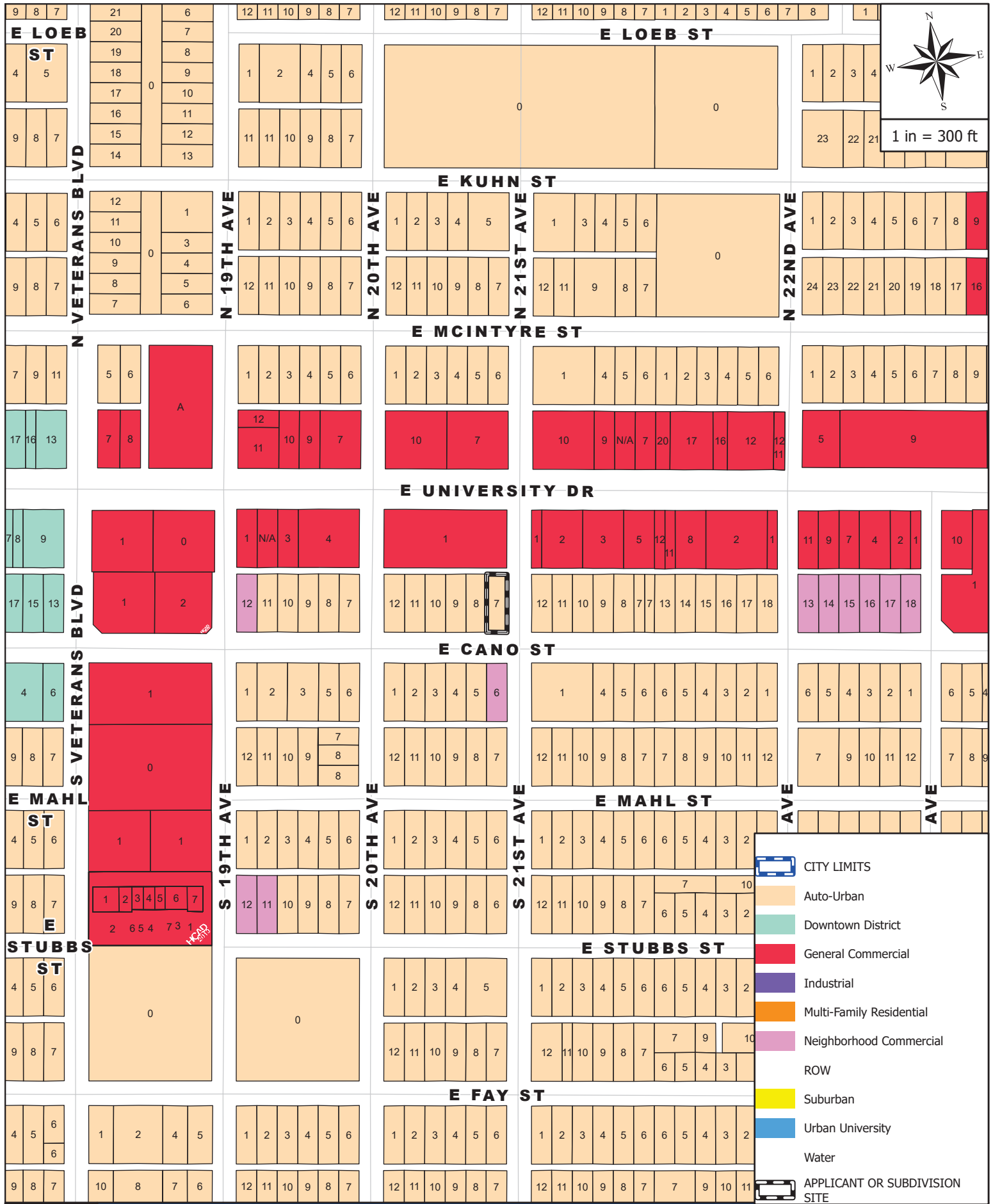
RZNE-2025-0302 121 S 21ST AVE



ZONING MAP

APPLICANT AND/OR SUBDIVISION:

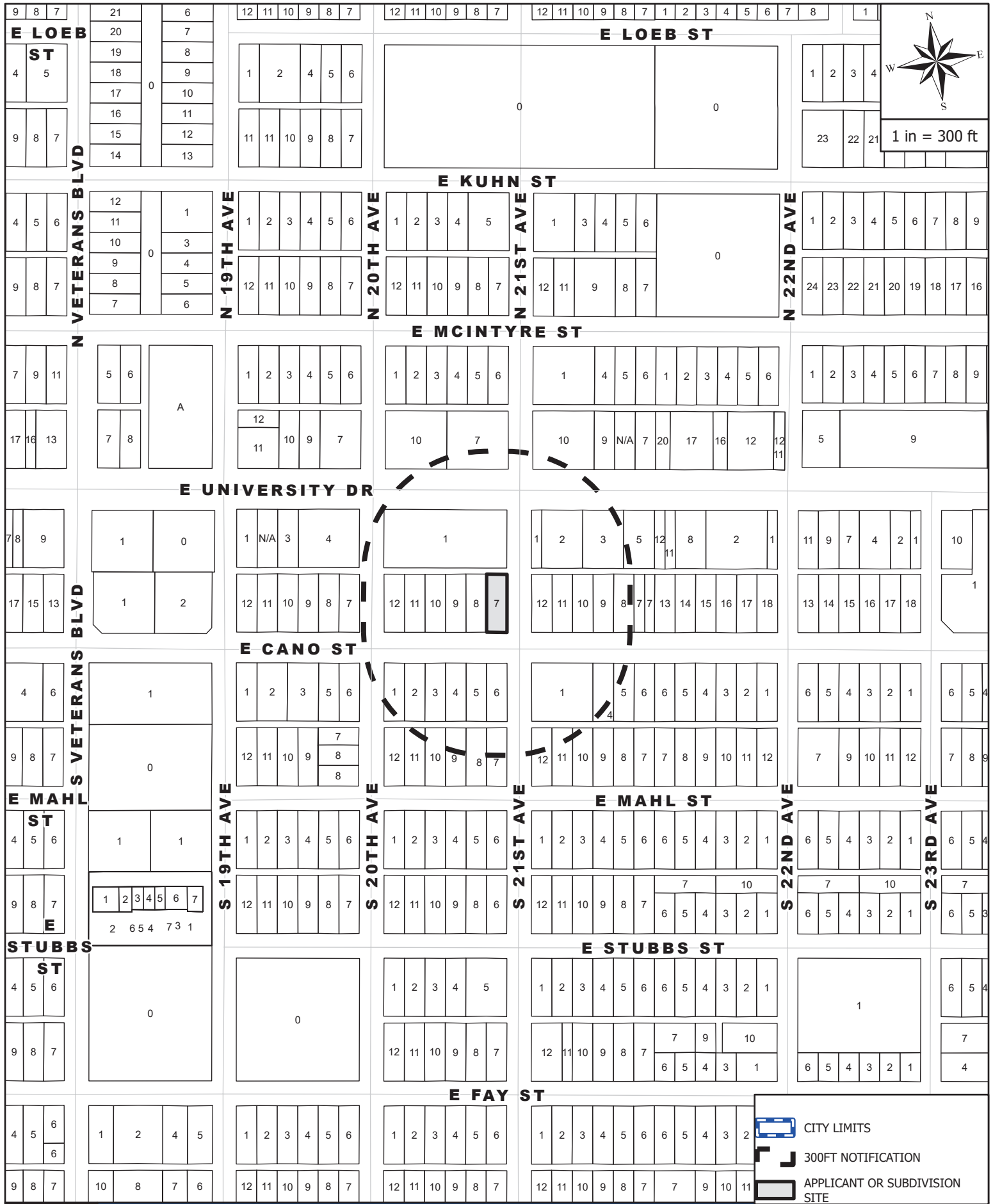
RZNE-2025-0302 121 S 21ST AVE



FUTURE LANDUSE MAP

APPLICANT AND/OR SUBDIVISION:

RZNE-2025-0302 121 S 21ST AVE



MAILOUT AND SITE MAP

APPLICANT AND/OR SUBDIVISION:

RZNE-2025-0302 121 S 21ST AVE



Rezoning Request Site Photo

Odilia Salinas Reyna
121 South 21st Avenue

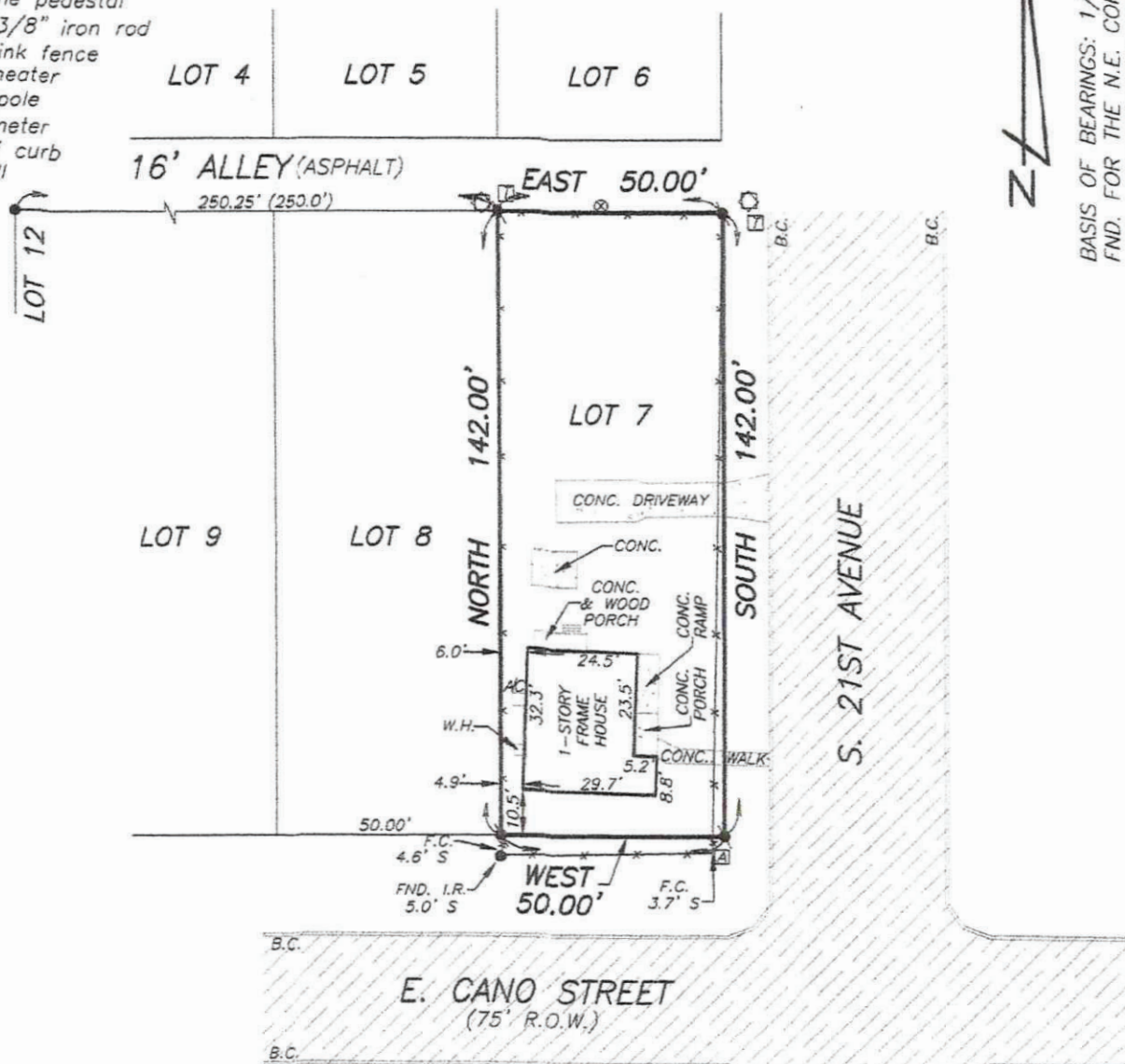


LEGEND

- Found 1/2" iron pipe
- AT&T sign
- Telephone pedestal
- Found 3/8" iron rod
- x- Chain link fence
- W.H. Water heater
- Power pole
- Water meter
- B.C. Back of curb
- () Map call

21923

BASIS OF BEARINGS: 1/2" P.
FND. FOR THE N.E. COR. LOT
7 AND 3/8" R. FND FOR N.W.
COR. LOT 12



SURVEY PLAT OF LOT 7, BLOCK 244 EDINBURG TOWNSITE HIDALGO COUNTY, TEXAS

AS PER MAP RECORDED IN VOL. 1, PG. 23, H.C.M.R.

PROPERTY ADDRESS: 121 S 21ST AVENUE
EDINBURG, TX 78539

I, REYNALDO ROBLES JR, REGISTERED PROFESSIONAL LAND SURVEYOR OF THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THE ABOVE PLAT REPRESENTS A SURVEY AS MADE ON THE GROUND UNDER MY SUPERVISION, THAT THERE ARE NO VISIBLE ENCROACHMENTS, NOR VISIBLE AND APPARENT EASEMENTS AT THE TIME OF SURVEY EXCEPT AS SHOWN AND BY GRAPHIC PLOTTING ONLY THIS PROPERTY LIES IN FLOOD ZONE "X" (AREAS OF 500-YEAR FLOOD; AREAS OR 100-YEAR FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 SQUARE FOOT OR WITH DRAINAGE AREA LESS THAN 1 SQUARE MILE; AND AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 100-YEAR FLOOD) OF FIRM COMMUNITY PANEL NO. 480338 0015 E, REVISED TO REFLECT LOMR MAY 14, 2001.

[Signature]
REYNALDO ROBLES JR, R.P.L.S. #7087

PREPARED FOR: ODILIA SALINAS

RA ROBLES &
ASSOCIATES, PLLC

PROFESSIONAL LAND SURVEYORS

P.O. BOX 476
107 W. HUISACHE ST.
WESLACO, TEXAS 78096

PHONE (956) 968-2422
FAX (956) 969-2011
FIRM No. 10096700

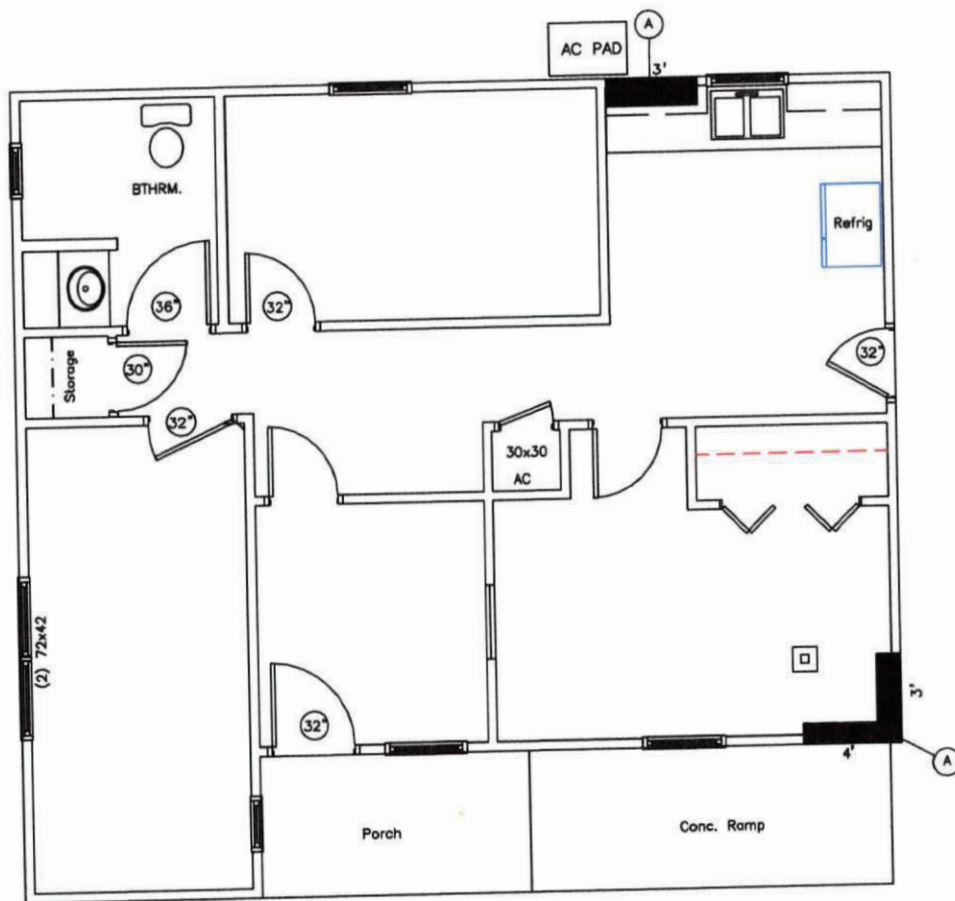
SURVEYED: 09/16/24 DRAWN BY: 09/18/24

SCALE: 1" = 40' JOB No. 21923

TITLE COMMITMENT No. REVISED:

SURVEY IS VALID ONLY IF PRINT HAS ORIGINAL EMBOSSED SEAL OF SURVEYOR OF RECORD.

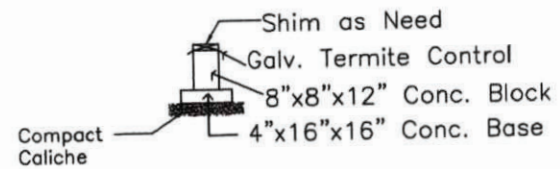
COPYRIGHT 2024



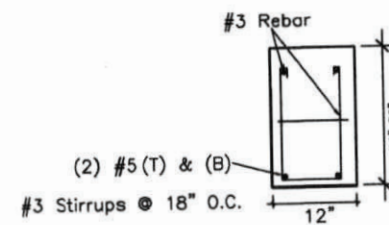
○ Floor Plan

Job Description

1. Prepare and pour beam where noted and shim as need.
2. Prepare and reset base/pier where noted and shim as need.



Ⓑ - Base/Pier



Ⓐ - Detail Beam

THE CITY OF
Edinburg
NOTIFICATION

Dear Property Owner:

A public hearing will be held on **Thursday, October 9, 2025, at 5:30 P.M.** in the Edinburg City Hall, City Council Chambers, located at 415 West University Drive, at which time the Planning and Zoning Commission will address the following:

CONSIDER THE COMPREHENSIVE PLAN AMENDMENT FROM AUTO URBAN USES TO NEIGHBORHOOD COMMERCIAL USES AND THE REZONING REQUEST FROM RESIDENTIAL, PRIMARY (RP) DISTRICT TO COMMERCIAL, NEIGHBORHOOD (CN) DISTRICT, LOT 7, BLOCK 244, ORIGINAL TOWNSITE OF EDINBURG, HIDALGO COUNTY, TEXAS, LOCATED AT 121 SOUTH 21ST AVENUE, AS REQUESTED BY ODILIA SALINAS REYNA

This district provides small neighborhood shopping opportunities and services in areas that are largely residential in use.

This request is scheduled to be heard by the **City Council on Wednesday, November 5, 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, October 8, 2025
EMAIL: planning@cityofedinburg.com by Wednesday, October 8, 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

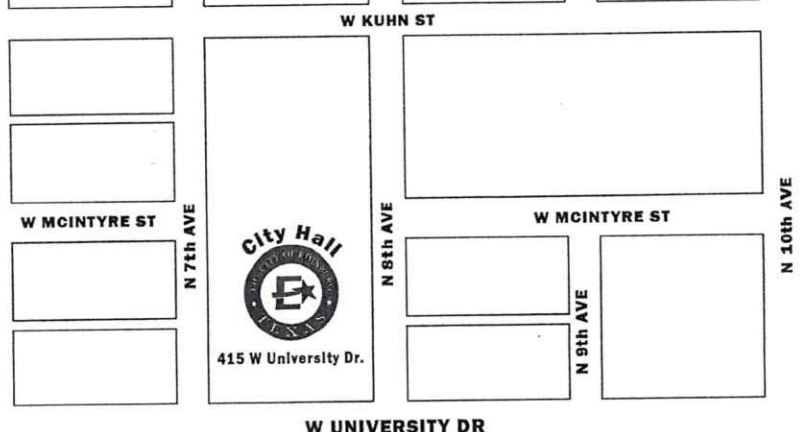
Comments: Stay as residential !!!

Print Name: Pedro Llanos 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



ORDINANCE NO. _____

AN ORDINANCE AMENDING, SUPPLEMENTING, AND CHANGING THE BOUNDARIES RESIDENTIAL, PRIMARY (RP) DISTRICT TO COMMERCIAL, NEIGHBORHOOD (CN) DISTRICT, LOT 7, BLOCK 244, ORIGINAL TOWNSITE OF EDINBURG, HIDALGO COUNTY, TEXAS, LOCATED AT 121 S. 21ST AVENUE, FROM ONE DISTRICT TO ANOTHER; PROVIDING A REPEALER CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE; PROVIDING FOR CODIFICATION; PROVIDING A WAIVER OF THE THREE (3) SEPARATE READINGS; AND ORDAINING OTHER PROVISIONS RELATED TO THE SUBJECT MATTER HEREOF.

WHEREAS, the owner of the herein described real estate has submitted to the Planning and Zoning Commission of the City of Edinburg, Texas, a proposed amendment, and the proposed supplement and change to the boundaries of the Residential, Primary (RP) District, and Commercial, Neighborhood (CN) District as set out in the Unified Development Code of the City of Edinburg, Texas, heretofore finally passed, approved, and adopted by said City Council on the 9th day of August, 2022. Such proposed amendment is to change the zoning of all of Lot 7, Block 244, Original Townsite Of Edinburg, Hidalgo County, Texas, Located at 121 S. 21st Avenue, from Residential, Primary (RP) District to Commercial, Neighborhood (CN) District, for a recommendation and report by said Planning and Zoning Commission; and

WHEREAS, the said Planning and Zoning Commission of the City of Edinburg, Texas, gave due notice as provided by said Unified Development Code of a public hearing to be held before said Planning and Zoning Commission, on October 9, 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 November 5, 2025, at 6:00 P.M., in the Edinburg City Hall, City Council Chambers, located at 415 West University Drive, Edinburg, Texas, which time was not less than 15 days nor more than 20 days from the date of publication, and that said public hearing was held at such time and place, and all of which procedure in the giving of notice and the holding of said public hearing is hereby ratified and confirmed as meeting all the requirements of said Unified Development Code of the City of Edinburg, Texas and applicable statutes; and

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

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

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

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

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

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

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

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

SECTION VII. WAIVER CLAUSE: This requirement of three separate readings of this

Ordinance is hereby dispensed with by a vote of not less than a majority of all the members of the City Council.

READ, CONSIDERED, PASSED AND APPROVED at a regular meeting of the City Council of the City of Edinburg, Texas at which a quorum was present and which was held in accordance with V.T.C.A., Government Code, Section 551.041, on the 5th day of November 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, ALL OF LOT 7, BLOCK 244, ORIGINAL TOWNSITE OF EDINBURG, HIDALGO COUNTY, TEXAS, LOCATED AT 121 S. 21ST AVENUE, AN ADDITION TO THE CITY OF EDINBURG, HIDALGO COUNTY, TEXAS, SHOULD BE FOR NEIGHBORHOOD, COMMERCIAL USES; PROVIDING A REPEALER CLAUSE; PROVIDING A SAVINGS CLAUSE, PROVIDING FOR PUBLICATION AND EFFECTIVE DATE; PROVIDING A WAIVER OF THREE (3) SEPARATE READINGS; AND ORDAINING OTHER PROVISIONS RELATED TO THE SUBJECT MATTER THEREOF.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

READ, CONSIDERED, PASSED AND APPROVED at a regular meeting of the City Council of the City of Edinburg, Texas at which a quorum was present and which was held in accordance with V.T.C.A., Government Code, Section 551.041, on the 5th day of November 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: November 5, 2025

PUBLIC HEARINGS

Agenda Item No: 7.D.

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, 0.135 of One Acre 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 portion of the property being considered has a frontage of 20 feet along E. Schunior Street and a lot depth of 295 feet for a total of 5,900 square feet (0.135 acre). 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. On September 2, 2025, 1.209 acres of the property were zoned Commercial, General (CG) District. The applicant is proposing to construct a convenient store at said location.

Adjacent zoning is Residential, Multi-Family (RM) District to the north, and east, and Commercial, General (CG) District to the south, and 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 7 neighboring property owners on Friday, September 26, 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 October 18, 2025.

On October 3, 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 October 9, 2025, the Planning & Zoning Commission recommended with a unanimous vote of 7-0 to approve the Comprehensive Plan Amendment and the Rezoning Request.

3. **Staff's Recommendation:**

Staff recommends approval of the Comprehensive Plan Amendment from Auto-Urban Uses 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 – 10/09/25
CITY COUNCIL – 11/05/25
DATE PREPARED – 10/01/25

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: 0.135 of one acre 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: 0.135 acres

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 – Commercial, General (CG) 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**

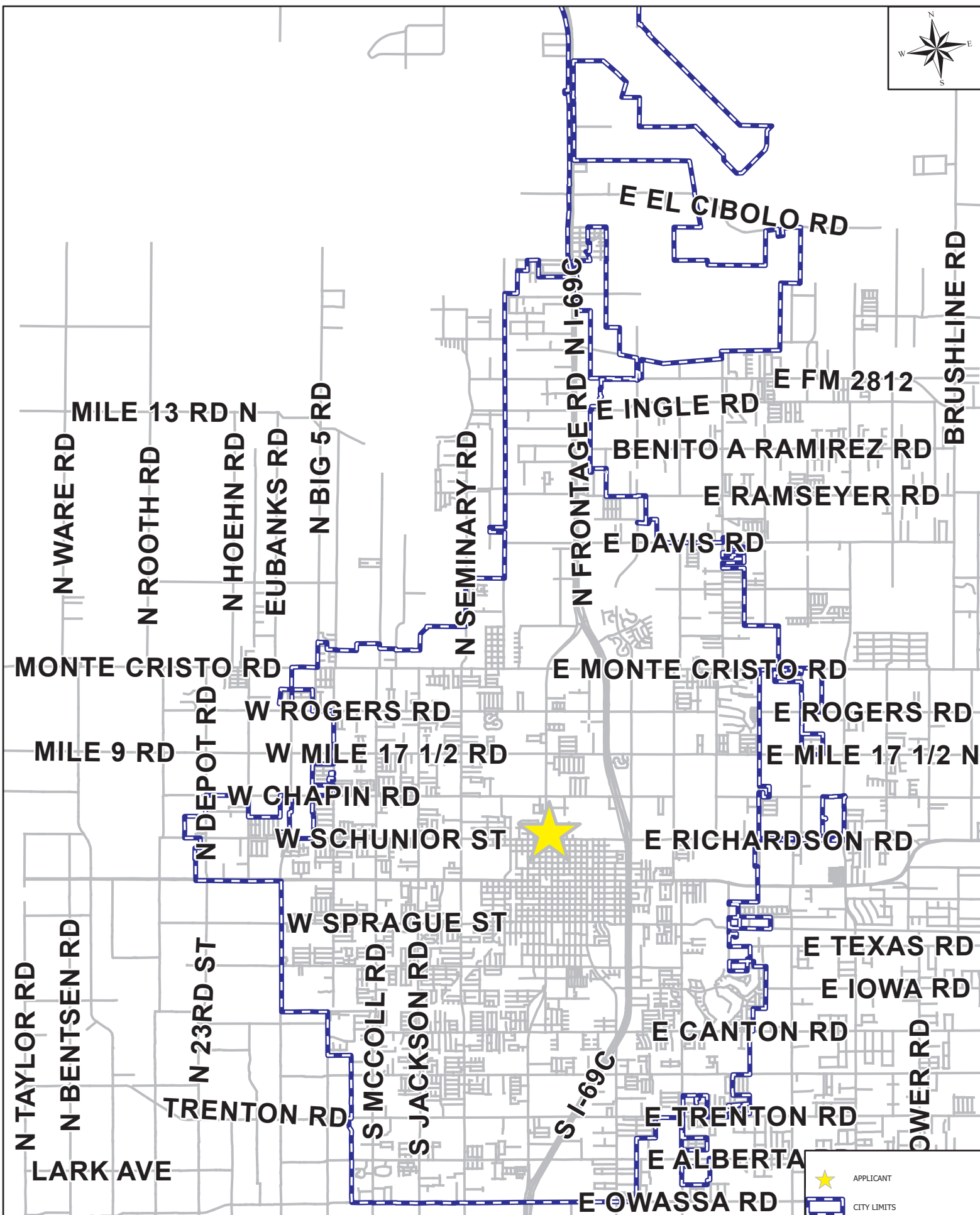
EVALUATION

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. The 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 7 neighboring property owners on Friday, September 26, 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 October 18, 2025.



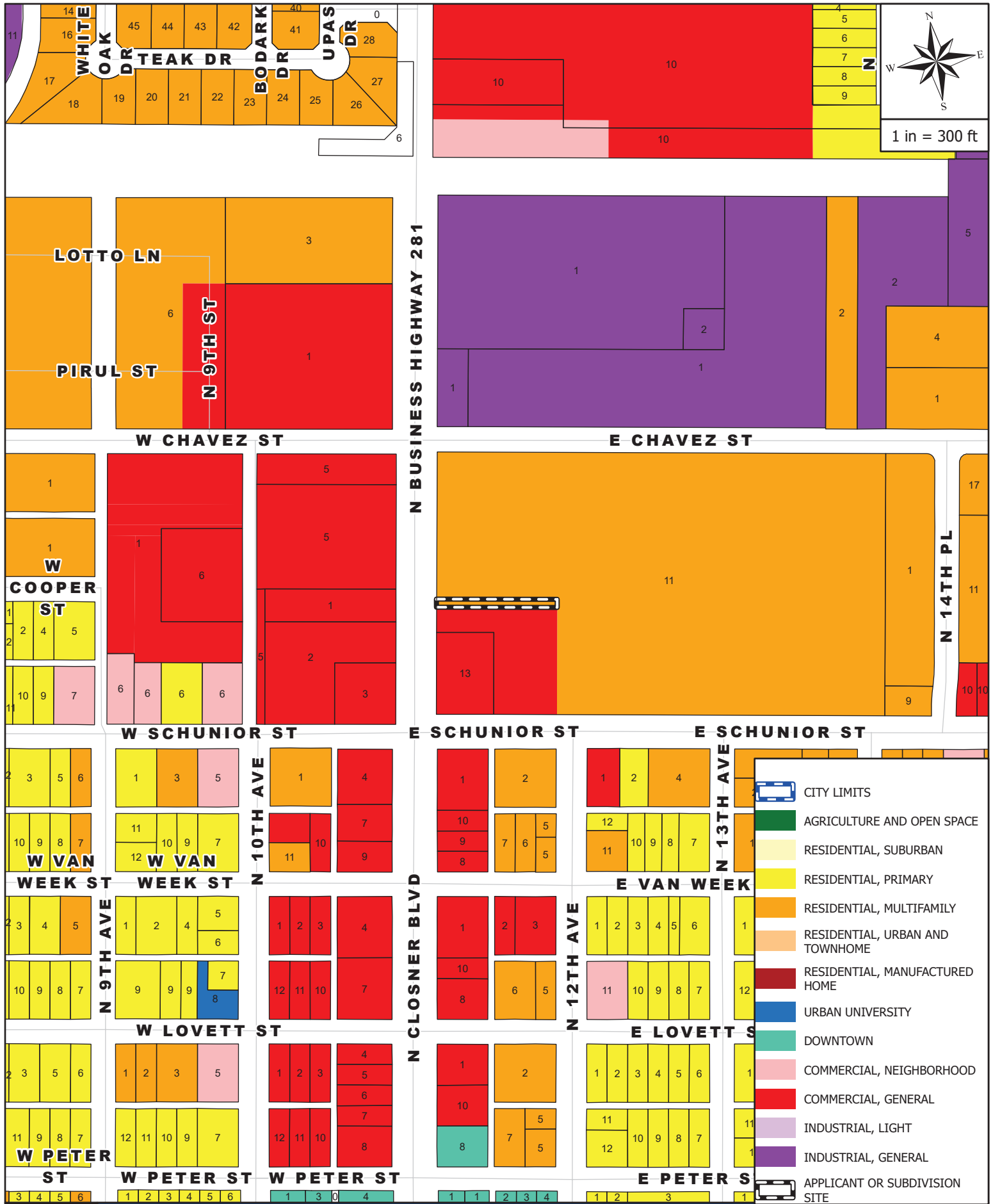
★ APPLICANT
□ CITY LIMITS



AERIAL MAP

APPLICANT AND/OR SUBDIVISION:

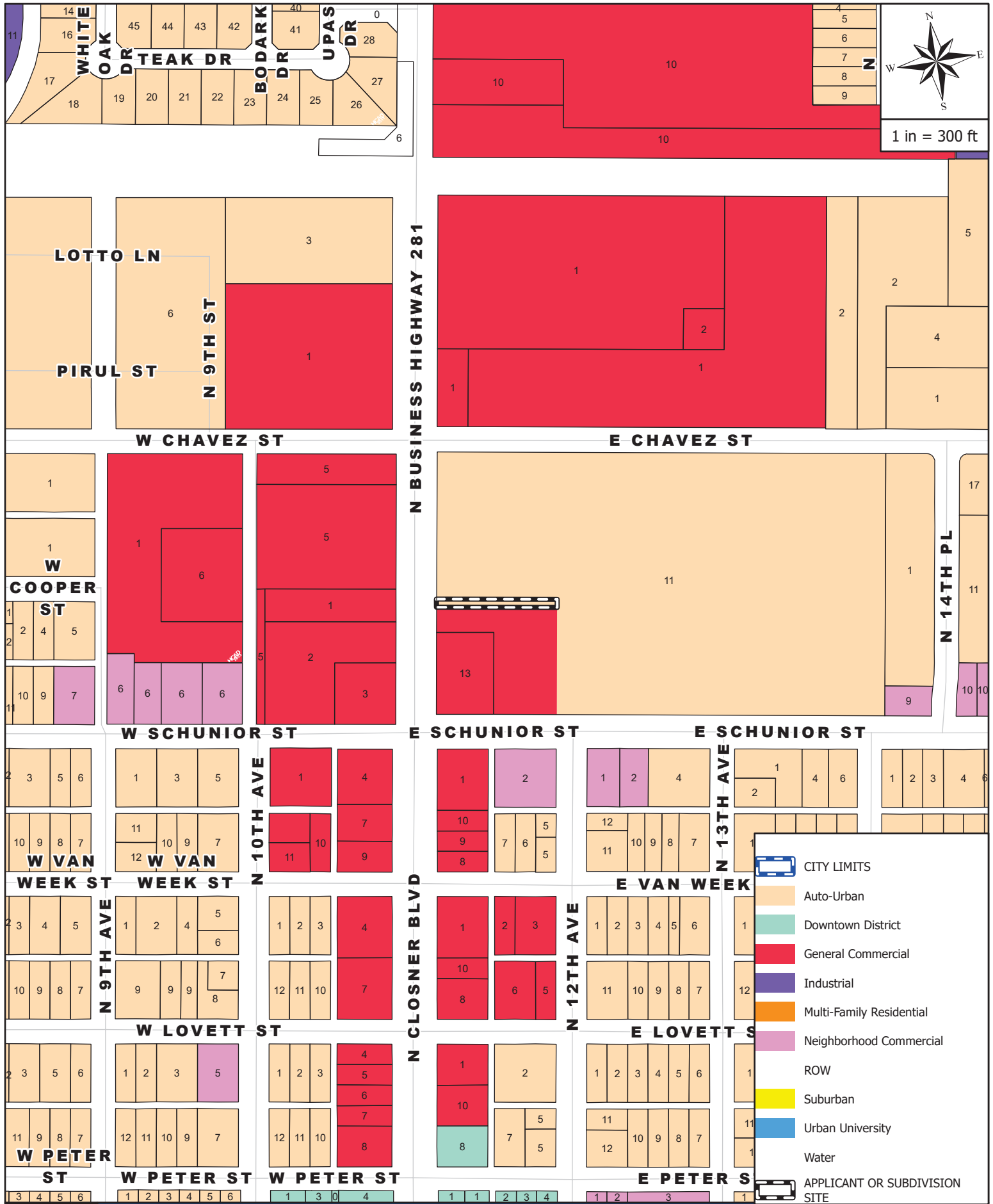
RZNE-2025-0304 221 E SCHUNIOR ST



ZONING MAP

APPLICANT AND/OR SUBDIVISION:

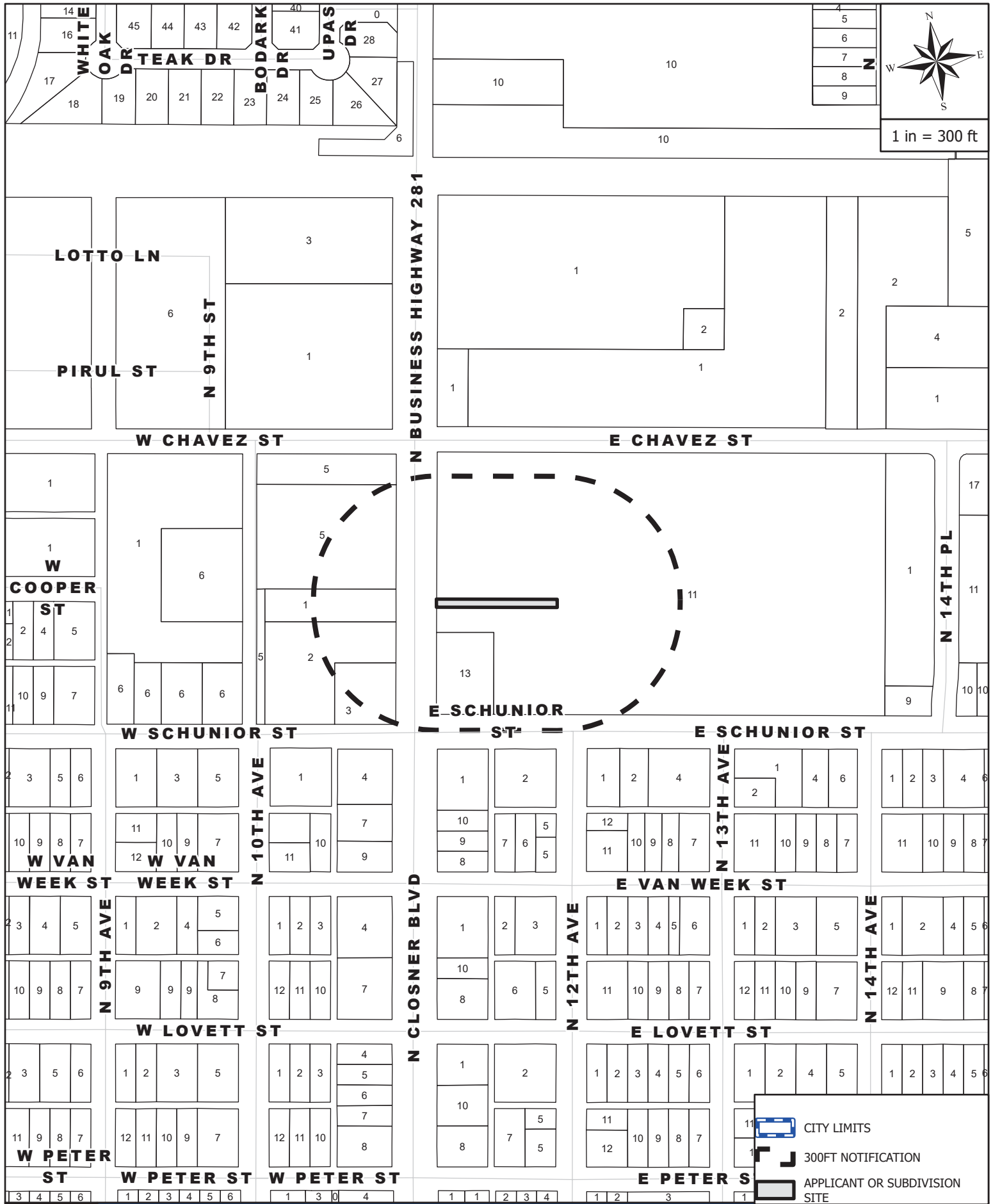
RZNE-2025-0304 221 E SCHUNIOR ST



FUTURE LANDUSE MAP

APPLICANT AND/OR SUBDIVISION:

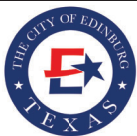
RZNE-2025-0304 221 E SCHUNIOR ST



MAILOUT AND SITE MAP

APPLICANT AND/OR SUBDIVISION:

RZNE-2025-0304 221 E SCHUNIOR ST





Rezoning Request Site Photo

Vaquero Ventures
221 E. Schunior St.



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

S 81° 08' 01" E 295.00'
N 81° 08' 01" W 295.00'

N: 16637859.807
E: 1095339.508

P.O.B.

CLOSNOR STREET
100.0' R.O.W.

PC3 PROPERTIES LLC
WARRANTY DEED
WITH VENDOR'S LIEN
DOCUMENT NO. 3490854, H.C.O.R

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

SCHUNIOR ST.
80.0' R.O.W.

P.O.C.
S.W. COR.
LOT 13
BLOCK C



DETAIL "A"
N.T.S.

I, RUBEN JAMES DE JESUS, 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 06/30/2025 UNDER MY DIRECTION AND SUPERVISION AND WAS NOT INTENDED TO SHOW ANY IMPROVEMENTS OR ALL EASEMENTS.

RUBEN JAMES DE JESUS, RPLS No. 6813 DATE: 6/21/2025



**PLAT SHOWING
0.135 OF ONE ACRE [5,900.00 SQ. FT.]
OUT OF
LOT 13, BLOCK C,
AMENDED MAP OF EDINBURG
VOLUME 1, PAGE 23, H.C.M.R.
CITY OF EDINBURG,
HIDALGO COUNTY, TEXAS**

Line Table		
Line #	Direction	Length
"1"	N 08° 51' 59" E	20.00'
"2"	S 08° 51' 59" W	20.00'

LEGEND

- FOUND No.4 REBAR
- FOUND PIPE
- ⊗ FOUND "X" MARK ON CONCRETE
- ⌵ SET NAIL
- FOUND 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
- S.O.B. - SQUARE FOOT
- P.O.B. - POINT OF BEGINNING
- P.O.C. - POINT OF COMMENCING
- LF - LOT LINE
- PL - PROPERTY LINE
- SL - SAME OWNER

NOTES:

1. SURVEY IS VALID ONLY IF PRINT HAS ORIGINAL SEAL AND SIGNATURE OF SURVEYOR.
2. BEARING BASIS IS FROM THE NAIL SET AT THE SOUTHWEST CORNER OF SAID LOT 10, BLOCK C WITH THE NO. 4 REBAR SET AT THE SOUTHWEST 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. EXISTING IMPROVEMENTS ARE NOT BEING SHOWN ON SUBJECT TRACT.

PAGE 2 OF 2



MELDEN & HUNT INC.
CONSULTANTS • ENGINEERS • SURVEYORS

BOOK: T. PG.
DATE: 06/24/2025
JOB NO. 25110.00
JOB NAME: 10.20 FEET COZ.DWG
DRAWN BY: A.P. M.L.S., I.H.
115 W. MCINTYRE
EDINBURG, TX 78541
PH: (956) 381-0981
FAX: (956) 381-1839
ESTABLISHED 1947
www.meldenandhunt.com

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ORDINANCE NO. _____

AN ORDINANCE AMENDING, SUPPLEMENTING, AND CHANGING THE BOUNDARIES RESIDENTIAL, MULTI-FAMILY (RM) DISTRICT TO COMMERCIAL, GENERAL (CG) DISTRICT, 0.135 OF ONE ACRE 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, FROM ONE DISTRICT TO ANOTHER; PROVIDING A REPEALER CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE; PROVIDING FOR CODIFICATION; PROVIDING A WAIVER OF THE THREE (3) SEPARATE READINGS; AND ORDAINING OTHER PROVISIONS RELATED TO THE SUBJECT MATTER HEREOF.

WHEREAS, the owner of the herein described real estate has submitted to the Planning and Zoning Commission of the City of Edinburg, Texas, a proposed amendment, and the proposed supplement and change to the boundaries of the Residential, Multi-Family (RM) District, and 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 all 0.135 of one acre 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, from Residential, Multi-Family (RM) 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 October 9, 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 November 5, 2025, at 6:00 P.M., in the Edinburg City Hall, City Council Chambers, located at 415 West University Drive, Edinburg, Texas, which time was not less than 15 days nor more than 20 days from the date of publication, and that said public hearing was held at such time and place, and all of which procedure in the giving of notice and the holding of said public hearing is hereby ratified and confirmed as meeting all the requirements of said Unified Development Code of the City of Edinburg, Texas and applicable statutes; and

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

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

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

SECTION II. The zoning of the first above-described property is hereby changed from Residential, Multi-Family (RM) District, and Commercial, General (CG) District and the boundaries of said Districts are hereby amended, supplemented and changed so as to delete the said area from the said Residential, Multi-Family (RM) 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 5th day of November 2025.

CITY OF EDINBURG

By: _____
Ramiro Garza, Jr., Mayor

ATTEST:

By: _____
Clarice Y. Balderas, City Secretary

APPROVED AS TO FORM:

By: _____
Josephine Ramirez-Solis, City Attorney

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE CITY OF EDINBURG COMPREHENSIVE PLAN BY DETERMINING THAT THE DEVELOPMENT FACTORS WITHIN THE CITY HAVE ADJUSTED SUCH THAT THE PROPOSED USE OF 0.135 OF ONE ACRE 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, AN ADDITION TO THE CITY OF EDINBURG, HIDALGO COUNTY, TEXAS, SHOULD BE FOR GENERAL, COMMERCIAL USES; PROVIDING A REPEALER CLAUSE; PROVIDING A SAVINGS CLAUSE, PROVIDING FOR PUBLICATION AND EFFECTIVE DATE; PROVIDING A WAIVER OF THREE (3) SEPARATE READINGS; AND ORDAINING OTHER PROVISIONS RELATED TO THE SUBJECT MATTER THEREOF.

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

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

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

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

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

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

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

- (1) Population growth requiring more General Commercial Uses;

(2) Expansion and development of General Commercial Uses.

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

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

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

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

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

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

READ, CONSIDERED, PASSED AND APPROVED at a regular meeting of the City Council of the City of Edinburg, Texas at which a quorum was present and which was held in accordance with V.T.C.A., Government Code, Section 551.041, on the 5th day of November 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: November 5, 2025

PUBLIC HEARINGS

Agenda Item No: 7.E.

Special Use Permit On Premise Consumption for Alcoholic Beverages- Memorial Event Center LLC

1. **Agenda Item:**

Hold Public Hearing and Consider the Ordinance Providing for the Special Use Permit for On Premise Consumption for Alcoholic Beverages for Late Hours, Being Lot 1, Chano's Subdivision, Unit No.2, Located at 208 E. Canton Road, as Requested by Memorial Event Center 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 south side of E. Canton Road approximately 487.00 feet east of S. Business Highway 281. The property has 265 ft. of frontage along E. Canton Road and a lot depth of 605.00 ft. The property is located in the Commercial, General (CG) District. Adjacent zoning is Commercial General (CG) District to the North, East and West, and Commercial General (CG) District and Residential, Suburban (RS) District to the South.

The applicant is requesting to renew their permit to sell alcohol at said location. The applicant is also requesting for the allowance to sell for late hours. The proposed hours of operation are Monday through Sunday from 8:00 a.m. to 2:00 a.m. Staff received a Special Use Permit Application: On- premise Consumption of Alcoholic Beverages for Late Hours on September 5, 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 15 neighboring property owners on Friday, September 26, 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 October 15, 2025.

On October 9, 2025, the Planning & Zoning Commission recommended with a unanimous vote of 7-0 to approve the Special Use Permit for On Premise Consumption of Alcoholic Beverages.

3. **Staff's Recommendation:**

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. 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 September 5, 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 – 10/09/2025
CITY COUNCIL – 11/05/2025
DATE PREPARED – 10/01/2025

STAFF REPORT
GENERAL INFORMATION

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

APPLICANT: Memorial Event Center LLC

AGENT: Velma Sue De Leon

LEGAL: Being Lot 1, Chano’s Subdivision, Unit No.2

LOCATION: 208 E. Canton Road

LOT/TRACT SIZE: 3.89 acres

CURRENT USE: Event Center

PROPOSED USE: Event Center

EXISTING ZONING: Commercial, General (CG) District

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

LAND USE PLAN: General Commercial

PUBLIC SERVICES: City of Edinburg Water and Sewer

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

SPECIAL USE PERMIT – ON-PREMISE CONSUMPTION OF ALCOHOL MEMORIAL EVENT CENTER, LLC

EVALUATION

The following is staff's evaluation of the request.

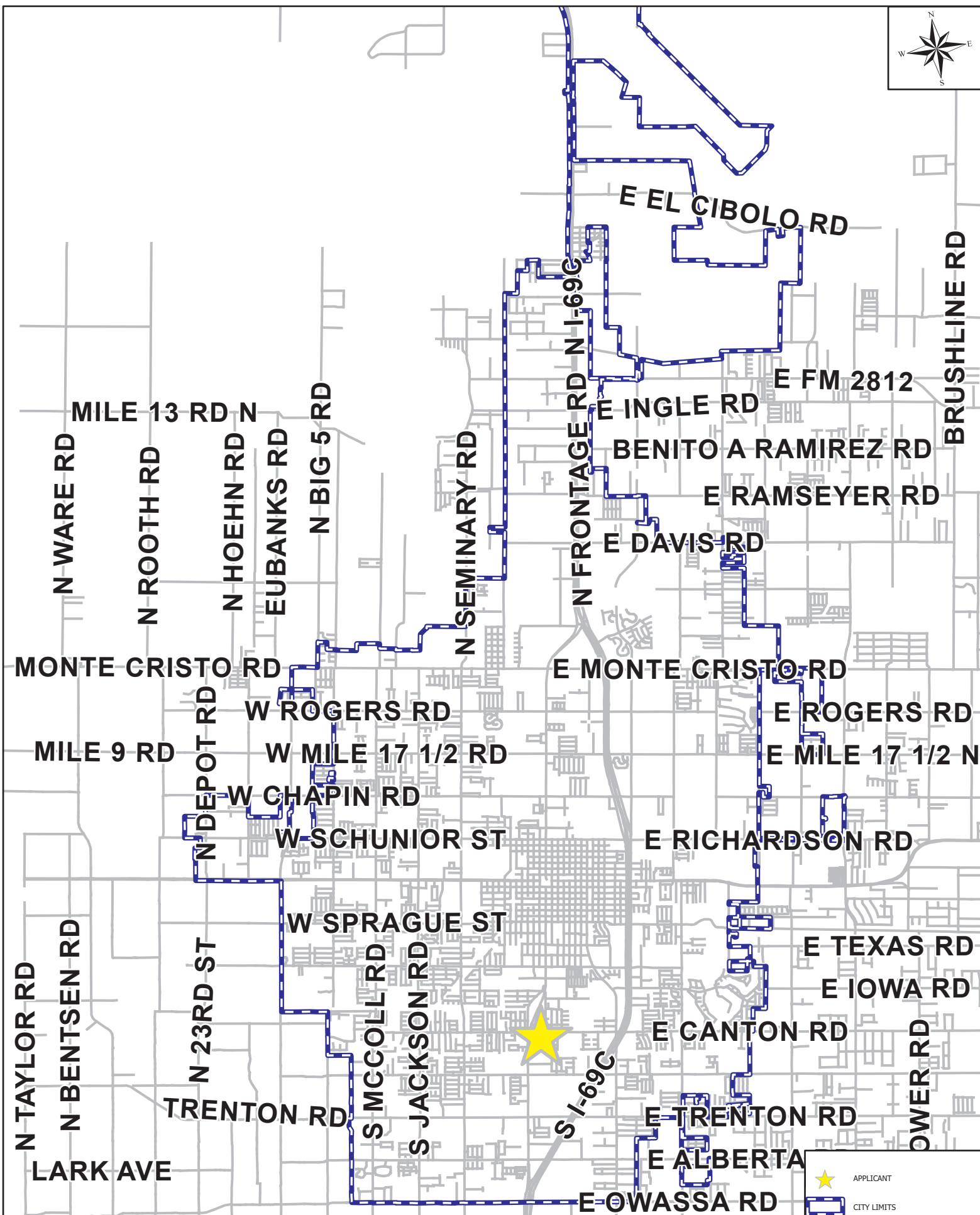
1. The area is characterized by mixed commercial uses to include, but not limited to county office buildings, funeral home, hotels, and auto repair shops.
2. The applicant is requesting the City's approval to sell mixed beverages at the subject location for late hours.
3. The hours proposed by the applicant are Monday through Sunday from 8:00 a.m. to 2:00 a.m. These hours conform to TABC regulations.
4. The project, as proposed, is unlikely to present a conflict with surrounding uses.
5. Consumption of alcohol should be limited to the eating area designated by the applicant. Pedestrians taking open containers off of the subject property could result in violation of Edinburg Code of Ordinances, Title XI, Chapter 110, Section 110.10.

Staff recommends approval of the special use permit based the location and intent for this activity. The commercial general district accommodates a wide variety of commercial uses. The proposed use should not present a conflict with previous uses at this location. If approved, the applicant will be required to comply with the additional following conditions:

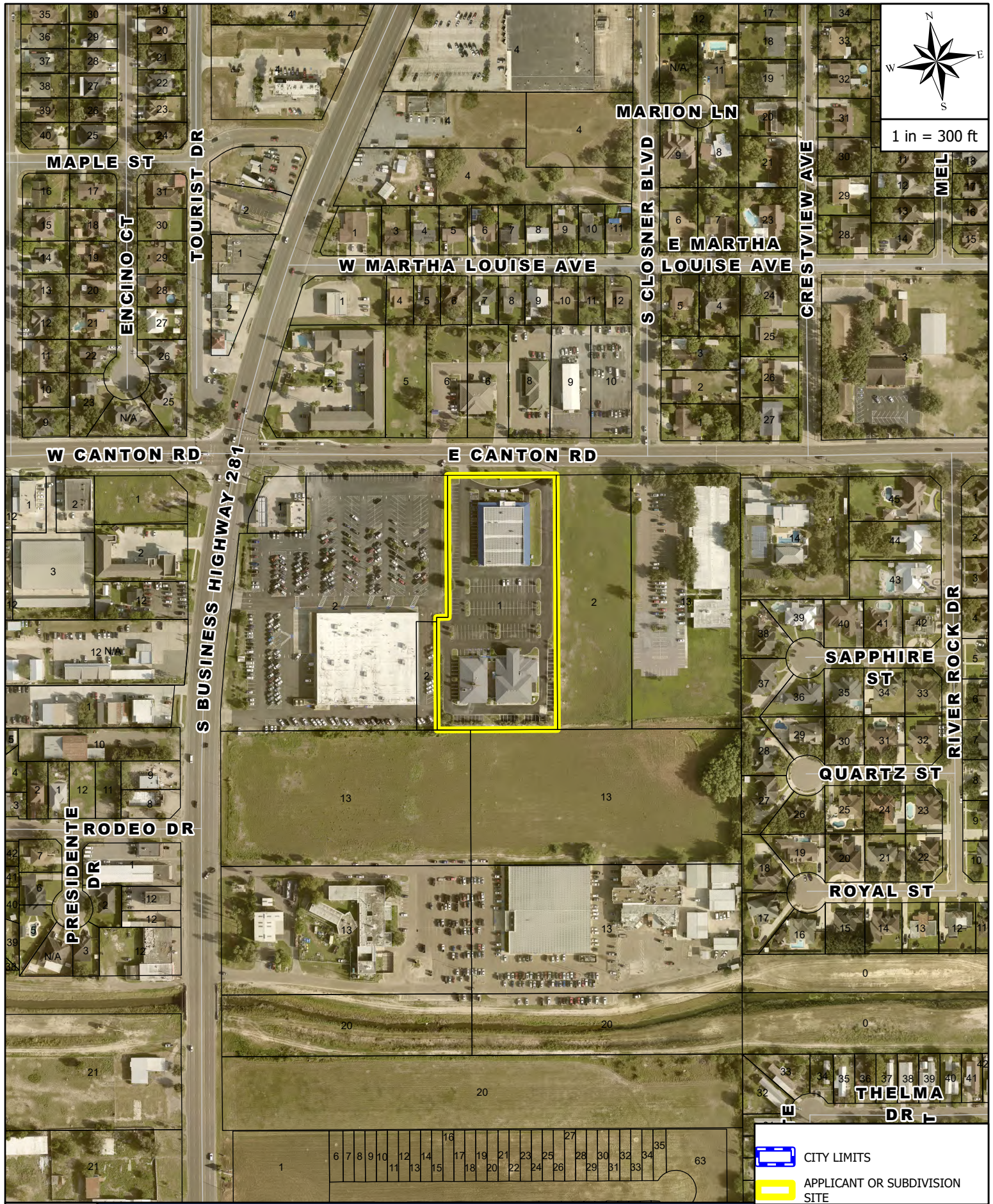
1. Adequate security lighting must be provided for customer's safety and crime prevention purposes.
2. The applicant complies with all city requirements, including but not limited to building, building occupancy, fire codes, health permit, landscaping, parking, and all other City requirements.
3. Operations 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 September 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 15 neighboring property owners on Friday, September 26, 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 October 15, 2025.



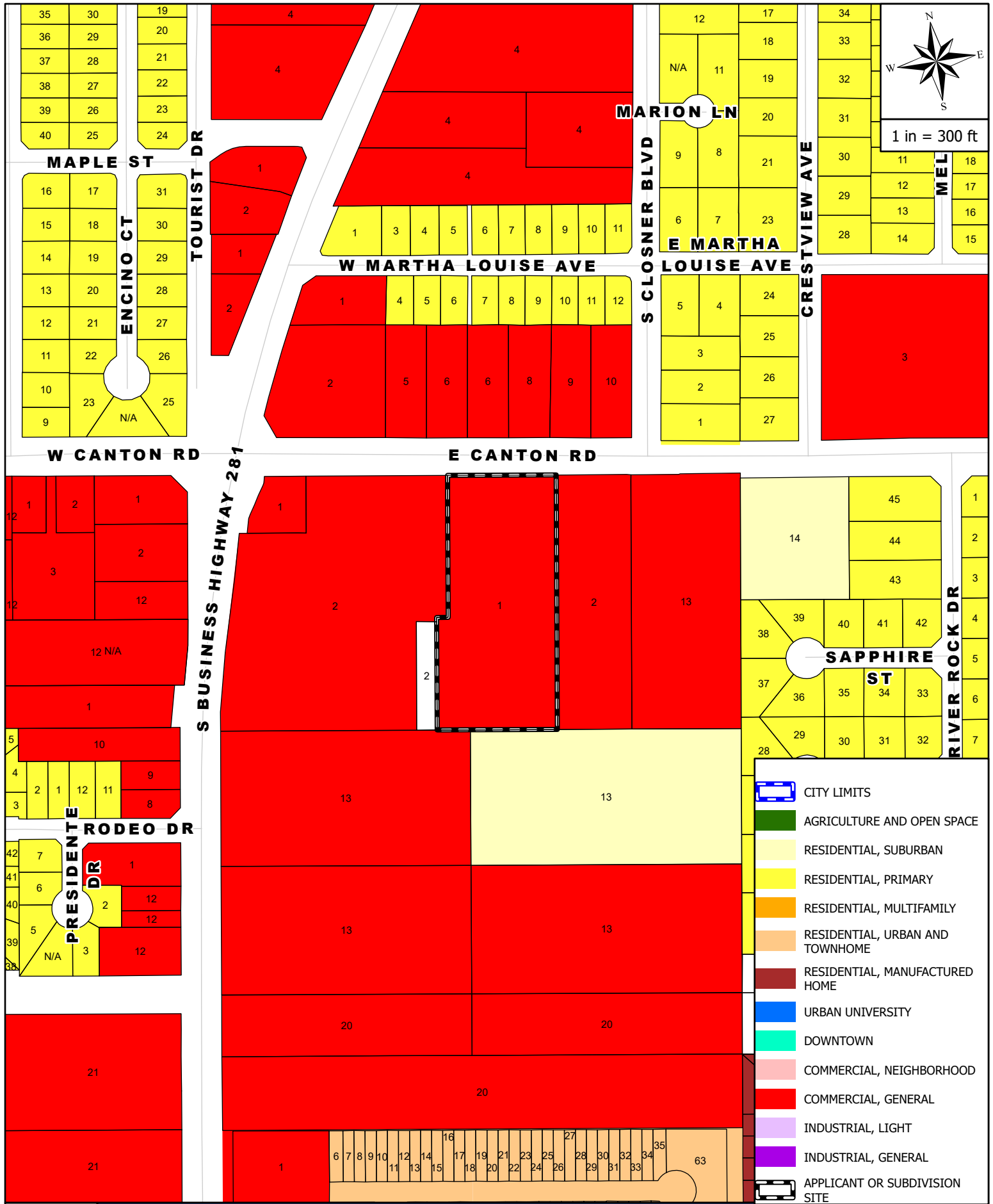
★ APPLICANT
□ CITY LIMITS

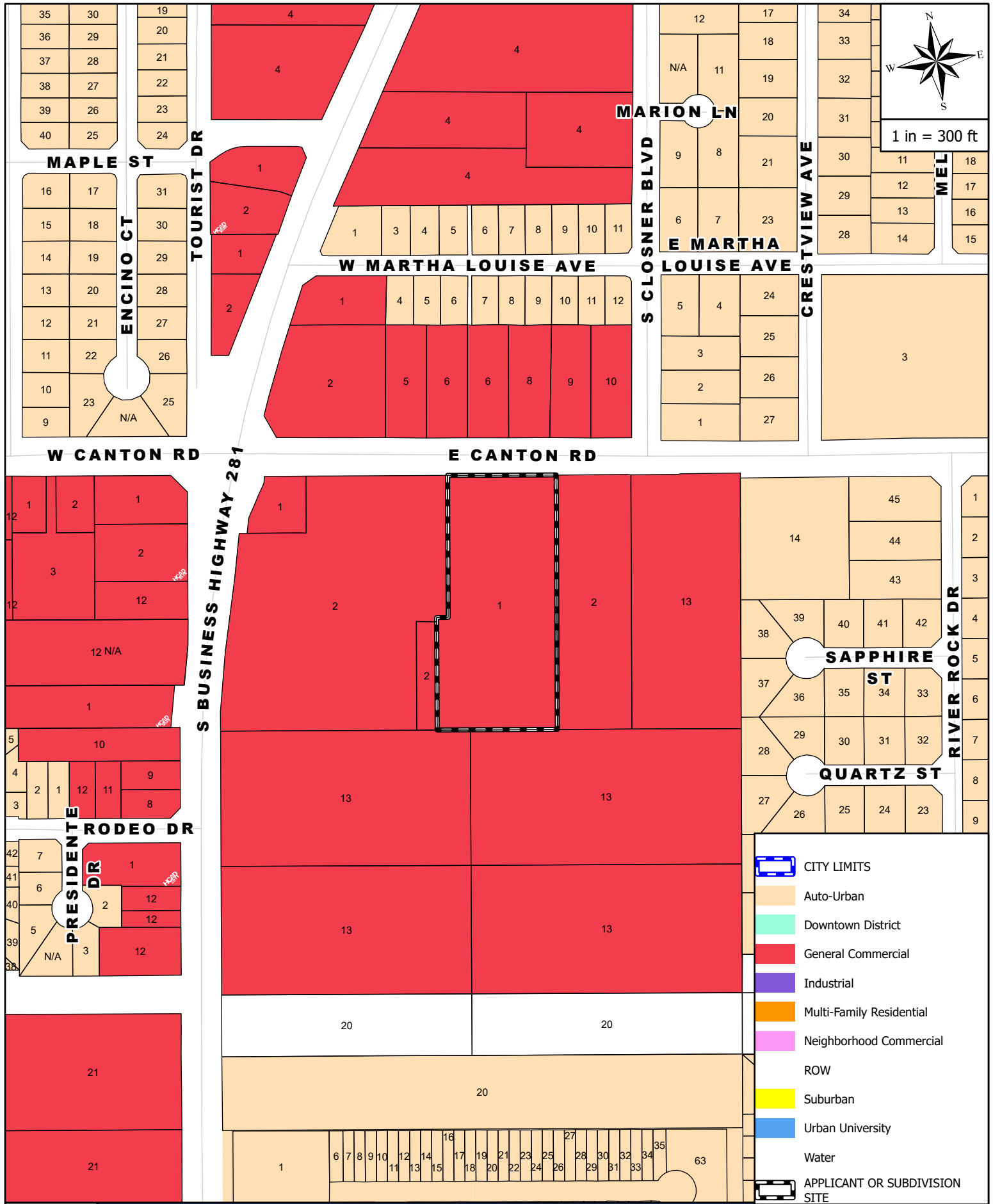


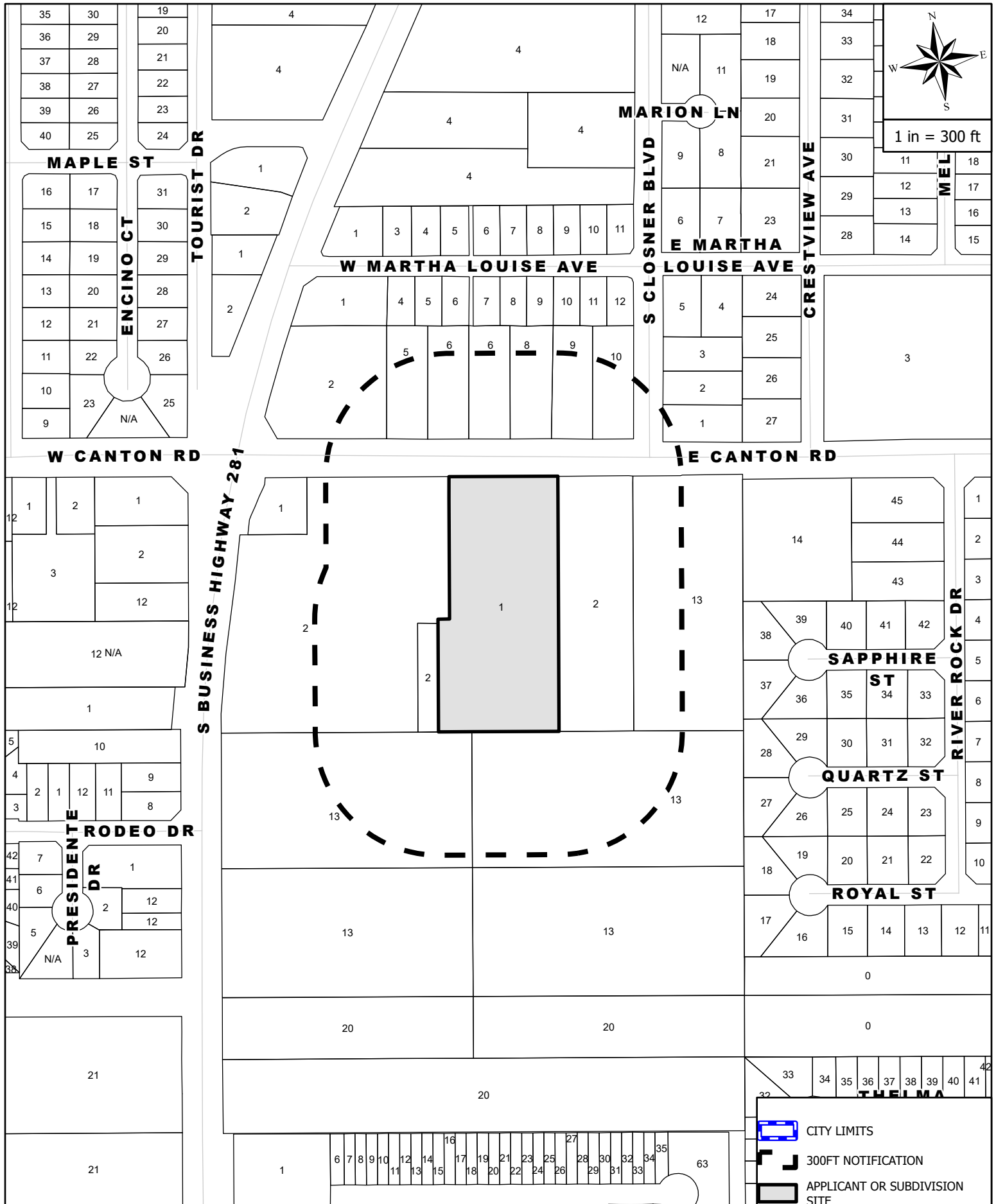
AERIAL MAP
APPLICANT AND/OR SUBDIVISION:

USE-2025-0010 208 E CANTON RD

-  CITY LIMITS
-  APPLICANT OR SUBDIVISION SITE









Special Use Permit Request Site Photo

Memorial Event Center, LLC
208 E. Canton Road



ORDINANCE NO. _____

AN ORDINANCE GRANTING A SPECIAL USE PERMIT FOR THE ON-PREMISE CONSUMPTION OF ALCOHOLIC BEVERAGES FOR LATE HOURS, BEING LOT 1, CHANO'S SUBDIVISION, UNIT NO.2, LOCATED AT 208 E. 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, Memorial Event Center 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 1, Chano's Subdivision, Unit No.2, Located at 208 E. 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 Memorial Event Center, LLC for On-Premise Consumption of Alcoholic Beverages For Late Hours, being Lot 1, Chano's Subdivision, Unit No.2, Located at 208 E. Canton Road, with the following conditions:

1. The special use permit is granted for a one (1) year period. An application to renew the special use permit must be filed by **September 05, 2026**. The renewal request will be presented before the Planning and Zoning Commission for consideration. A status report will be presented to the Planning and Zoning Commission indicating compliance with all city codes, providing neighboring property or business owner's input and police reports from the operations of the existing event center.

2. The applicant complies with the hours of operation for the On-Premise Consumption of beer, wine and mixed beverages as allowed by the City and the Texas Alcoholic Beverage Commission.
3. Adequate security lighting must be provided for customer's safety and crime prevention purposes.
4. The applicant complies with all city requirements, including but not limited to building, building occupancy, fire codes, health permit, landscaping, parking, and all other City requirements.
5. Operations in connection with the proposed special use permit must not be more objectionable to nearby properties by reason of noise or other characteristics than would the operations of any permitted use not requiring special use approval. The use must comply with the City's Noise Standards as per the Unified Development Code.
6. The Special Use Permit may be revoked at any time by the Planning and Zoning Commission and City Council. **1year permit renewal application will need to be turned in prior to September 05, 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 5th day of November, 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: November 5, 2025

ORDINANCES

Agenda Item No: 8.A.

Speed Limit Amendment on N Seminary Road

1. Agenda Item:

Consider Ordinance Amending the Code of Ordinances of the City of Edinburg, Texas at Title VII, Traffic Code, Chapter 72, Traffic Schedules, I, Speed Limits, Amending the Speed Limit on North Seminary Road from Monte Cristo Road (FM 1925) to the Northern City of Edinburg City Limit. [Mardoqueo Hinojosa, P.E., C.F.M., City Engineer]

2. Description:

Prompted by a citizen request, the City of Edinburg evaluated the existing speed limit along N. Seminary Road, from the intersection of Monte Cristo Road (FM 1925) to the northern city limits, to determine if an adjustment was warranted. Traffic Engineering staff conducted 24-hour speed and volume counts at two locations along N. Seminary Road during typical weekdays—Tuesday, Wednesday, and Thursday—from September 16 to September 18, 2025.

The evaluation followed the guidelines outlined in TxDOT's *Procedures for Establishing Speed Zones*, which define the 85th percentile speed as the speed at or below which 85% of drivers operate their vehicles under favorable conditions—generally considered the safest and most appropriate speed.

Based on the data collected, staff recommends increasing the posted speed limit on N. Seminary Road from 30 mph to 40 mph to reflect the findings of the Engineering Department's speed study, which indicated that the majority of motorists are traveling safely and consistently within this range. The recommended increase aligns the posted speed with the 85th percentile speed, improves traffic flow, and reduces unnecessary speed variation among drivers, thereby enhancing overall roadway safety and efficiency.

3. Staff's Recommendation:

Approve Ordinance Amending the Code of Ordinances of the City of Edinburg, Texas at Title VII, Traffic Code, Chapter 72, Traffic Schedules, I, Speed Limits, Amending the Speed Limit on North Seminary Road from Monte Cristo Road (FM 1925) to the Northern City of Edinburg City Limit.

Reviewed by:

Mardoqueo Hinojosa, City Engineer
Tomas Reyna, Assistant City Manager

Prepared by:

Patrizia Longoria, Engineer
II

Attachments:

- A. Seminary Rd Speed Zone Ordinance
- B. Attachment B - N SEMINARY RD SPEED LIMIT ADJUSTMENT MAP

ORDINANCE NO. _____

ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF EDINBURG, TEXAS AT TITLE VII, TRAFFIC CODE, CHAPTER 72, TRAFFIC SCHEDULES, I, SPEED LIMITS; UNDER THE PROVISIONS OF SECTION 167 AND 169 OF ARTICLE XIX, R.C.S. 6701d, UNIFORM ACT REGULATING TRAFFIC ON HIGHWAYS, BASED ON AN ENGINEERING AND TRAFFIC INVESTIGATION; ALTERING THE MAXIMUM PRIMA FACIE SPEED LIMITS ON N SEMINARY ROAD; 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, Section 167 and 169 of Article XIX, R.C.S. 6701d, Uniform Act Regulating Traffic on Highways (Now codified under Texas Transportation Code Chapter 545), provides that whenever the governing body of the City shall determine upon the basis of an engineering and traffic investigation that any prima facie speed therein set forth is greater or less than is reasonable or safe under the conditions found to exist at any intersection or any place or upon any part of a street or highway, with the City considering the width and condition of the pavement and other circumstances on such portion of said street or highways, as the usual traffic thereon, the City Council may determine and declare a reasonable and safe prima facie speed limit thereat or thereon by the passage of an ordinance, which shall be effective when appropriate signs giving notice therefore are erected at such intersection or other place or part of the street highway now thereof.

WHEREAS, the City Council of the City of Edinburg has determined that, based on the findings and recommendations of a speed zones study conducted by the City of Edinburg Engineering Department support increasing the maximum prima facie speed limit on a section of North Seminary Road within the City of Edinburg certain speed limits shall be adopted.

WHEREAS, the adoption of the speed limits proposed by the finding and recommendations of said traffic study requires the amendment of Code of Ordinances of the City of Edinburg at Title VII, Chapter 72, Section 1.

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

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

SECTION II. AUTHORITY OF LAW; PURPOSE AND INTENT. All requirements of the law have been met in the passing of this Ordinance. This Ordinance is enacted pursuant to the general authority granted to cities under the provisions of Section 167 and 169 of Article XIX, R.C.S. 6701d, Uniform Act Regulating Traffic on Highways (Now codified under Texas Transportation Code Chapter 545). The purposes of this Ordinance are to promote the public safety and general welfare of the citizens of the City of Edinburg and to ensure the regulation of speed limits on a section of North Seminary Road within its City Limits.

SECTION III. Based on a traffic speed study heretofore made as authorized by the provisions of Sections 167 and 169 of Article XIX, R.C.S. 6701d, Uniform Act Regulation Traffic on Highways (Now codified under Texas Transportation Code Chapter 545), the following prima facie speed limits thereafter indicated for vehicles are hereby determined and declared to be reasonable and safe; and such speed limits are hereby fixed at the rate of speed indicated for vehicles traveling upon North Seminary Road, or parts thereof, and that Title VII, Chapter 72, I. SPEED LIMITS of the Code of Ordinances is hereby amended by the adoption and addition of speed limits as set forth at North Seminary Road as follows:

- (A) Beginning from its intersection of Monte Cristo Road (FM 1925) to the north City of Edinburg city limit, 40 MPH.

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

SECTION IX. CODIFICATION: That this Ordinance shall be published in the applicable location within the Code of Ordinances of the City of Edinburg, Texas.

SECTION X. 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 November 5, 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



N SEMINARY RD SPEED LIMIT ADJUSTMENT

REQUESTED BY: ENGINEERING DEPT. **CREATED BY:** ENGINEERING DEPARTMENT - GIS DIVISION **DATE:** OCTOBER 13, 2025

MAP DISCLAIMER: This product is for informational purposes and may not have been prepared for, or suitable for legal, engineering, or surveying purposes. Users of this information should review or consult the primary data and information sources to ascertain the usability of the information. The user of this information agrees to these terms by using the data provided. City of Edinburg and the software developers assume no legal responsibility for the information.



CITY OF EDINBURG - CITY COUNCIL

Meeting Date: November 5, 2025

ORDINANCES

Agenda Item No: 8.B.

Wrecker Ordinance

1. Agenda Item:

Consider Ordinance Amending the Code of Ordinances of the City of Edinburg, Texas at Title XI. Business Regulations, by Replacing Chapter 118 Wrecker and Towing Ordinance. [Josephine Ramirez-Solis, City Attorney]

2. Description:

In September 2024, Council approved the amendment to the Code of Ordinances at Chapter 118 Wrecker and Towing Ordinance to facilitate the regulation of wrecker and towing services within the City of Edinburg pursuant to its authority under Chapter 2308 of the Texas Occupations Code. Council is now considering revisions to this Chapter to further delineate the requirements of wrecker and towing services performed within the City of Edinburg in accordance with the Texas Occupations Code and other law.

3. Staff's Recommendation:

Consider the Amendment to the Code of Ordinances at Title XI. Business Regulations, by replacing Chapter 118 Wrecker and Towing Ordinance.

Reviewed by:

Prepared by:

Josephine Ramirez Solis,
City Attorney

Attachments:

A. Wrecker And Towing Ordinance--

ORDINANCE NO. _____

ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF EDINBURG, TITLE XI: BUSINESS REGULATIONS, CHAPTER 118 (“WRECKER AND TOWING ORDINANCE”); PROVIDING FOR A REPEALER CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE; PROVIDING FOR CODIFICATION; PROVIDING A WAIVER OF THE THREE (3) SEPARATE READINGS; AND ORDAINING OTHER PROVISIONS RELATING TO THE SUBJECT MATTER HEREOF.

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

WHEREAS, the City Council finds that it is in the public interest to amend the Edinburg Code of Ordinances to update the local regulations related to wreckers; and

WHEREAS, the City of Edinburg seeks to promote efficient, reliable transportation for its residents and visitors.

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

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

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

SECTION III. The Code of Ordinances of the City, Title XI (“Business Regulations”), Chapter 118 (“Wrecker and Towing Ordinance”) is hereby amended. Chapter 118 is to be read in its entirety as shown in Exhibit A to this ordinance.

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

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

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

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

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

READ, CONSIDERED, PASSED AND APPROVED at a regular meeting of the City Council of the City of Edinburg, Texas, at which a quorum was present and which was held in accordance with V.T.C.A., Government Code, Section 551.041, on November 5, 2025.

CITY OF EDINBURG

By: _____
Ramiro Garza, Jr., Mayor

ATTEST:

By: _____
Clarice Y. Balderas, City Secretary

APPROVED AS TO FORM:
CITY ATTORNEY'S OFFICE

BY: _____
Josephine Ramirez-Solis, City Attorney

EXHIBIT A

CHAPTER 118 WRECKER AND TOWING ORDINANCE

DIVISION 1. - GENERALLY

Sec. 118.01 Purpose.

The City of Edinburg, pursuant to its authority granted by state law, in order to protect the public and the rights of persons whose vehicles may be towed, to maintain safe and efficient operation rules, and to preserve the peace of the community, hereby establishes the licensing and regulation of business enterprises engaged in towing, removing and storing of vehicles within the city. The purpose of this chapter is to establish procedures for wrecker services located within the city, to show proof of safety, and to establish a voluntary wrecker rotation list within the city.

Sec. 118.02 Definitions.

For the purpose of this chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

Consent tow means any tow of a motor vehicle in which the tow truck is summoned by the owner or operator of the vehicle or by a person who has possession, custody, or control of the vehicle. The term does not include an incident management tow or a private property tow.

Department means the Edinburg Police Department.

Disabled vehicle means a vehicle which has been rendered unsafe to be driven as a result of some occurrence other than a wreck, including but not limited to mechanical failures or breakdown, fire, vandalism or a vehicle which is in a safe driving condition, but the owner is not present, or able, or permitted to drive, so as to reasonably necessitate that the vehicle be removed by a wrecker.

Incident management tow means any tow of a vehicle in which the tow truck is summoned to the scene of a traffic collision or to an incident that adversely affects normal traffic operations, including, but not limited to, the removal of a vehicle, commercial cargo, and commercial debris from a collision or incident.

Motor vehicle means every vehicle which is self-propelled.

Non-consent means any tow of a motor vehicle that is not a consent tow, including an incident management tow and a private property tow.

Operator means any person operating a motor vehicle.

Owner means any person who holds the legal title of a motor vehicle or who has the legal right of possession of such vehicle.

Parking facility means a facility as defined in the Texas Occupations Code, Chapter 2308, as amended including relocation of the applicable provisions.

Parking facility owner means a person as defined in the Texas Occupations Code, Chapter 2308, as amended, including relocation of the applicable provisions.

Street means any street, alley, avenue, lane or highway within the corporate limits of the city.

Tow Truck means a motor vehicle, including a wrecker, equipped with a mechanical device use to tow, winch, or otherwise move another motor vehicle. The term does not include motor or recreational vehicles as described in Texas Occupations Code Section 2308.002(11)(A-H).

Unauthorized vehicle means a vehicle parked, stored, or located on a parking facility without the consent of the parking facility owner.

Vehicle means a device in, on, or by which a person or property may be transported on a public roadway. Vehicle includes an operable or inoperable automobile, truck, motorcycle, recreational vehicle, or trailer, but does not include a device moved by human power or used exclusively on a stationary rail or track.

Vehicle storage facility means a garage, parking lot, or other facility that is owned by a person other than a governmental entity and used to store or park at least 10 vehicles each year, as defined by Section 2303.002 of the Texas Occupations Code, and that is operated by a person who holds a license issued under Chapter 2303 of the Texas Occupations Code to operate a facility.

Wrecked vehicle means a vehicle that has been damaged as the result of overturning or colliding with another vehicle or object so as to reasonably necessitate that the vehicle be removed by a wrecker.

Wrecker business means the business of towing, moving or removing vehicles on or from the public streets, regardless of whether the purpose of the towing is to remove, repair, wreck, store, trade or purchase such vehicle, to remove a wrecked or disabled vehicle from the scene of a collision, or to remove a vehicle from an unlawfully parked position, or to remove an abandoned or wrecked vehicle.

Wrecker company means any person or entity engaged in the wrecker business.

Sec. 118.03 Non-consent Tow Company Requirements

- (A) This Chapter applies only to wrecker companies that perform non-consent tows in the City of Edinburg.
- (B) No wrecker company shall operate a wrecker or tow truck used for non-consent tows within the City without first applying for registration of a wrecker or tow truck and obtaining a permit with the Chief of Police. Each permit issued shall expire on the 15th day of April of each year. The permit fee shall be \$15 per year, in accordance with Section 2308.201 of the Texas Occupations Code.
- (C) A registration application to operate a wrecker or tow truck used for non-consent tows within the City shall be made in person at the office of the Chief of Police, or at such other location that may be designated, on a form to be provided by the Edinburg Police Department. Such application shall contain the following:
 - (1) The true name, the trade name, the address and telephone number of the wrecker company to be operated under the permit;
 - (2) The total number and types of wreckers or tow trucks proposed to be operated; and
 - (3) The true name, address, telephone number, date of birth, driver's license number, and social security number of the owner of the wrecker company to be operated under the permit and wrecker operators. If the owner is an individual, the application shall so state. If a partnership, the partnership name and address shall be given together with the names, addresses, telephone numbers, dates of birth, driver's license numbers, and social security numbers of all partners. If a corporation, the corporate name and office address shall be given, together with the names, addresses, telephone numbers, dates of birth, driver's license numbers, and social security numbers of the president and secretary.
- (D) The application shall be sworn to by the owner of the wrecker company. If a partnership, it shall be signed by a member of the firm. If a corporation, it shall be signed by the president and attested by the secretary and the corporate seal affixed, if the corporation has a corporate seal. In all cases, the person signing shall execute an affidavit on the application form that the statements contained in such application are true and correct.
- (E) All wrecker companies, wrecker or tow truck drivers, vehicle storage facilities and property owners under this division shall comply with all applicable state laws, rules and regulations issued by the Texas Department of Public Safety and Texas Department of Licensing and Regulation applicable to a tow truck, towing company, tow operator or storage facilities.

Sec. 118.04 – Authority And Duties Of The Police Department

- (A) The Edinburg Police Department shall enforce this chapter.
- (B) The Chief Of Police, or their authorized designee, shall not issue a permit to operate a tow truck used for non-consent tows within the City until every tow truck proposed to be used by an applicant wrecker company is in compliance with the minimum requirements set by applicable state laws, rules and regulations.

- (G) The Chief of Police, or their authorized designee, may conduct an inspection of a permit applicant's or a permit holder's tow trucks and vehicle storage facility, as necessary in compliance with state law to ensure permit eligibility, compliance with applicable state law and regulations, and to enforce the requirements of this division.

Sec. 118.05 Safety Requirements

- (A) All towing companies, tow truck drivers, vehicle storage facilities and property owners under this division shall comply with all applicable state laws, local ordinances, and rules issued by the Texas Department of Licensing and Regulation applicable to a tow truck, towing company, tow operator or applicable storage facilities.

Sec. 118.06 Compliance With State Regulations

- (A) All individuals and entities engaged in the wrecker or tow truck business or operations within the City of Edinburg shall at all times comply with all laws, rules, and regulations pertaining to towing operations, minimum insurance requirements, and minimum safety standards as adopted and amended by the State of Texas. This requirement shall include, but is not limited to, applicable Texas laws, rules, and regulations related to fees, sign requirements, notice requirements, reporting requirements, and access requirements.
- (B) All vehicle storage facilities shall at all times comply with all laws, rules, and regulations, as adopted and amended from time to time by the State of Texas, pertaining to vehicle storage operations when receiving vehicles in connection with non-consent tows. This requirement shall include, but it not limited to, applicable Texas laws, rules and regulations related to fees, sign requirements, notice requirements, reporting requirements, and access requirements.
- (C) Nothing in this section shall be construed to eliminate or reduce any requirement under the laws, rules, and regulations of the State of Texas that apply to an individual or entity engaged in the tow truck business or to a vehicle storage facility.
- (D) The purpose of this section is solely to allow the City to enforce the laws, rules, and regulations of the State of Texas, to ensure the safety of its citizens. It does not and is not intended to impose any additional regulatory requirements on an individual or entity engaged in the tow truck business.

Sec. 118.07 Maximum Distance Of Non-consent Tows

Non-consent towed vehicles must be transported to a vehicle storage facility that is no more than fifteen (15) miles outside the corporate limits of the City of Edinburg.

Sec. 118.08 Removal Of Debris

It shall be the duty of each towing company called to an accident or incident, that provides a towing service, to clear and remove all resulting wreckage and debris from the public roadway from the accident or incident site. Removal of wreckage and debris will not be considered completed by merely sweeping debris to or past the curb line. All such wreckage and debris shall be removed from the accident or incident site completely.

Sec. 118.09 Prohibited At Scene Unless Called

No wrecker shall arrive to or near the site of an accident or incident within the City unless such wrecker has been called to the site by the owner or operator of the vehicle, by his or her authorized representative or by the Police Department or Fire Department of the City unless it is necessary to prevent death or bodily injury to any person involved in an accident or collision. It shall be the duty of any owner or driver of a wrecker desiring to tow or haul any wrecked or disabled vehicle from the scene of an accident to cause the Police Department of the City to be notified of the occurrence of the accident and to wait for the arrival of a police officer of the City.

Sec. 118.10 Solicitation

- (A) No person shall solicit in any manner, directly or indirectly, on the public roadways of the City, at or near an accident or incident site, any business regarding wrecked or disabled vehicles regardless of whether the solicitation is for the purpose of removing, repairing, wrecking, storing, trading, or purchasing such vehicle.
- (B) The presence of any person engaged in the tow truck business or other businesses for which solicitation is hereby prohibited, either as owner, operator, employee, or agent on any public roadway at or near the site of an accident or incident within one hour after the happening of such accident or incident shall be prima facie evidence of a solicitation in violation of this section.

Sec. 118.11 Removal Of Vehicles Containing Hazardous Materials And Notification

- (A) A towing company must comply with all applicable federal and state laws, rules, and regulations regarding the transportation of hazardous materials in order to tow a vehicle which contains or is reasonably believed to contain hazardous materials.
- (B) In the event a towing company seeks to tow a motor vehicle or trailer containing, or reasonably believed to contain hazardous materials, and the materials have leaked or appear to be leaking, the towing company shall immediately advise the Edinburg Fire Department of the leakage. The motor vehicle or trailer will not be moved until inspected by the Fire Department. The Fire Department will be the sole authority in determining the appropriate precautions to be taken prior to authorizing the motor vehicle or trailer to be moved by the towing company.

Sec. 118.12 Non-Consent Tow Fee schedule

- (A) No towing fees may be charged other than those fees listed in this subsection.
- (B) The maximum fee that may be charge for towing under this article shall be:
 - (1) \$200.00 for vehicles 10,000 pounds or less;
 - (2) \$250.00 for vehicles between 10,001 and 24,999 pounds; and
 - (3) \$489.00 for any vehicle 25,000 pounds or more or \$978 maximum for a combination of vehicles 25,000 pounds or more.

However, due to many weight sizes that this category may encompass for any multitude of challenging circumstances, it has been determined that the following wrecker service fees ((4)(C)—(T)) shall be nonexclusive (no cap fees). However, the wrecker company shall provide a detailed and itemized cost(s) for the services provided; a copy which must be submitted to the police department representative within 24 hours of the said itemized invoice being completed.

- (4) \$150.00 flat rate for vehicles towed to the police impound and \$200.00 for vehicles towed from outside city to police impound.
- (C) Weight, for purposes of this section, shall be determined by the gross weight recorded on the vehicle registration.
- (D) Waiting time over 15 minutes at the scene of an accident (per quarter hour), \$9.50.
- (E) Disconnecting transmission, \$12.50.
- (F) Use of dollies or other specialized equipment, \$65.00.
- (G) Towing of trucks exceeding one ton:
 - (1) First hour of service (minimum charge), \$94.00.

- (2) Additional time required to remove such vehicles (per working hour), \$94.00.
- (H) Towing vehicle from outside the city limits, \$18.70 plus per mile to and from location of vehicle, \$1.75.
- (I) Pickup and delivery of vehicle to city pound:
 - (1) Daytime delivery, \$45.00.
 - (2) Nighttime delivery, \$65.00.
- (J) The total fee charged will be made up of the towing fee (subsections (B)(1), (2), (3), or (4) specialized service fee (subsection (F)), waiting fee (subsection (D)) and storage or impoundment fees, if any (see subsection (1)). Pick Up and delivery fee (I) or ((O) Clean up fee) or ((P) Notification fee) or ((Q) Impoundment fee).
 - (1) If the owner or operator of a vehicle which is parked in violation of this Code or state law arrives before the vehicle is hooked up, the wrecker operator shall release the vehicle for free. If the owner or operator of a vehicle which is parked in violation of this Code or state law arrives after the vehicle is hooked up but before it is removed from the property, the wrecker operator shall advise them the vehicle will be released upon payment of the drop fee.

The wrecker operator will allow the vehicle owner or operator at least 15 minutes to get the funds for the drop fee. There is nothing requiring the wrecker operator to release a legally towed vehicle that is properly hooked up and has left the private property.

 - (2) The maximum fee that may be charged for a drop fee under this chapter is:
 - i. \$135 for vehicles 10,000 pounds or less;
 - ii. \$190 for vehicles between 10,001 and 24,999 pounds; and
 - iii. \$244 for a vehicle 25,000 pounds or more.
- (K) A wrecker company and vehicle storage facility shall allow two or more of the following methods of payment in addition to cash: credit card, traveler's check, personal check, money order or debit card. Wrecker operators and vehicle storage facilities must have enough bills and coins available to provide change on bills of one-hundred dollars (\$100.00) or less. Notice of the methods of payment shall be given to the owner of the vehicle towed if the owner is on sight at the time of the tow and at the vehicle storage facility when the owner appears to claim the towed vehicle.
- (L) Subject to Section 2303.155 of the Texas Occupations Code, a daily storage fee for the storage of a vehicle under 25 feet in length shall be no more than \$20.00 for the initial 24 hours, and \$20.00 for each day thereafter. For vehicles that exceed 25 feet, \$35.00 for the initial 24 hours, and \$35.00 for each day thereafter.
- (M) In no way is subsection (b) above to be construed to mean that a towing company may not charge less than the fees stated in this section. These fees are the maximum that can be charged for any towing, or drop fee of a vehicle in accordance with this article.
- (N) Where any state law, rule or regulation requires a different rate for services rendered by a wrecker service or storage facility or any other type of business entity regulated under this chapter, then such state-regulated rate shall control.
- (O) Clean up fee, \$65.00.
- (P) Notification letter fee, \$50.00 (with proof of certified receipt).
- (Q) Subject to Section 2303.1552 of the Texas Occupations Code, an impoundment fee of \$20.00 may be charged for any action that is taken by or at the direction of the owner or operator of a vehicle storage facility and is necessary to preserve, protect, or service a vehicle stored or parked at the vehicle storage facility.

Sec. 118.13 Information and data to be kept and maintained two years; records to be made available for inspection.

- (A) Each tow truck company shall maintain at the business office information and data on his towing company business and operations. The following specific requirements are hereby prescribed:
- (B) Accurate records, reports, receipts and other operating information and data as may be required by the director shall be kept and maintained in a business office located in the City of Edinburg for at least two years after date, and all such documents shall be made available at a place readily accessible for examination and copying at all reasonable times by the department or a peace officer upon request.

Sec. 118.14 Vehicle storage facilities and towing company's duty to report after towing or accepting a lawfully repossessed or towed vehicle.

- (A) Whenever any vehicle is removed from private property without the consent of the vehicle owner or a lienholder, a control number must be requested from the department within 45 minutes of the vehicle leaving the property by reporting the following information to the department:
 - (1) A general description, including the year, make, model, and color;
 - (2) The state and number of the vehicle's license plate, if any;
 - (3) The vehicle identification number;
 - (4) The date and time of the tow as well as the location from which the vehicle would have been towed;
 - (5) The name of the company towing the vehicle;
 - (6) The name of the person or entity authorizing the tow and a valid contact phone number; and
 - (7) The name of the vehicle storage facility to which the vehicle has been or will be taken.
- (B) Whenever any person tows, carries, transports or otherwise takes a motor vehicle pursuant to a request by a lienholder incident to a lawful repossession, the person taking the vehicle shall, within 45 minutes of taking possession, report to the department:
 - (1) A general description of the vehicle, including the year, make, model, and color;
 - (2) The state and number of the vehicle's license plate, if any;
 - (3) The vehicle identification number of the vehicle;
 - (4) The date and time of tow as well as the location from which the vehicle was towed;
 - (5) The name of the company towing the vehicle, the name and state department of licensing and regulation number issued to the driver of the tow truck driver doing the tow, and the name and location where the vehicle is being stored; and
 - (6) The name, title and phone number of the lienholder causing the vehicle to be repossessed.
- (C) The required report must be made by telephone, by facsimile, other electronic device, or delivered personally to the department.

Sec. 118.15 Signage And Posting

- (A) Every parking facility owner who causes or authorizes a non-consent tow shall comply with at least the signage requirements set forth in Texas Occupations Code, Chapter 2308, Subchapter G, as amended including

relocation of applicable provisions, for non-consent tows from parking facilities, except when tows are made of:

- (1) Vehicles parked in violation of Section 2308.251 of the Texas Occupations Code, as amended including relocation of applicable provisions; or
 - (2) Vehicles when the vehicle's owner has actually received notice as specified in Texas Occupations Code, Chapter 2308, as amended from the parking facility owner that the vehicle will be towed away if it is not removed.
- (B) Every parking facility owner who causes or authorizes a non-consent tow must remove all signs upon the termination of the parking facility owner's interest in the parking facility.
- (C) Every wrecker business, and its operators, conducting a non-consent tow shall comply with Section 2308.255 of the Texas Occupations Code, as amended including relocation of applicable provisions.

Sec. 118.16 Towing Without Proper Notice and/or Authority Prohibited

- (A) It is a violation of this Chapter to non-consent tow any vehicle without ensuring that all notice and/or signage requirements required by this Chapter and state law have been met, unless the non-consent tow is directed by a peace officer in accordance with this Chapter.
- (B) A non-consent tow of a vehicle in a parking facility may not be conducted unless the tow truck operator first secures a specific, written directive to tow such vehicle, signed by the owner of the parking facility or the owner's authorized representative that is not a wrecker service, unless the vehicle is determined to be improperly or illegally parked on the basis of immediate visual observation.
- (C) Examples of vehicles determined to be improperly or illegally parked on the basis of immediate observation, and thus exempt from the specific notice required under subsection (2) include a vehicle which:
- (1) Is parked in open and obvious violation of a state or municipal law;
 - (2) Is in or obstructs a vehicular traffic aisle, entry or exit of the parking facility;
 - (3) Prevents another vehicle from exiting a parking space in the parking facility;
 - (4) Is in, or obstructs a fire lane marked in accordance to section 684.011(c) of the Texas Transportation Code, as amended;
 - (5) Blocks access to a dumpster;
 - (6) Is in an area prohibited to all parking, such as a cross-hatched area of a parking facility, an area that is clearly marked as prohibiting all parking at all times, an area that is clearly marked as prohibiting the parking of specific types of vehicles (e.g. tractor-trailer trucks) at all times, or an unpaved area clearly not intended for motor vehicles;
 - (7) Is in open and obvious violation of clearly posted contractual requirements of a parking facility (e.g. does not display a parking sticker required of all vehicles in such parking facility).

Sec. 118.17 Notice Of Texas Occupations Code, Chapter 2308 Hearings

- (A) Upon Initial Contact with the owner of a vehicle which is the subject of a non-consent tow, a wrecker service operator, a vehicle storage facility operator, or any employee or agent thereof shall give written notice to the vehicle owner of his right to a hearing, in accordance with Texas Occupations Code, Chapter 2308, as amended.
- (B) Such Notice shall be on a form promulgated by the Chief of Police and shall include the name, address and phone number of the person or agency that authorized the removal, and a statement that the hearing must be requested in writing within fourteen (14) days of the date the vehicle is stored and that the request must be filed with a magistrate in whose jurisdiction is the location from which the vehicle was removed.

- (C) A person commits an offense if with criminal negligence, the person fails to provide notice as provided by this Section.

Sec. 118.18 Wrecker Selection; wrecker rotation list

This Section shall apply to all towing companies or any person that manages or performs police authorized incident management tows for the City of Edinburg. Police authorized incident management tows will be made pursuant to a contractual agreement between the City of Edinburg and a qualified towing service. Qualified towing services under contract will be managed on rotation schedule as follows:

- (A) The Police Department shall maintain a list of contracted wrecker companies on a wrecker rotation list for on call service to conduct a non-consent tow. The Department shall maintain a rotation schedule indicating which contracted wrecker company is next available for service at any time. The department will also keep and maintain a total (minimum) of ten wrecker businesses on the Police Departments wrecker rotation list.
- (B) In the event that a vehicle that is on a public street is unable to proceed safely under its own power or if the owner or operator of a vehicle is unable to operate such vehicle, and if the owner or operator of such vehicle is unable to name the wrecker company desired or refuses to name one, a police officer of the City shall communicate this fact immediately to Police Department headquarters so that a wrecker can be selected from the contracted wrecker rotation list.
- (C) Upon receiving a communication advising the Police Department of the need for a wrecker from the contracted wrecker rotation list, the Police Department headquarters shall call the wrecker company next on the rotation list to remove the vehicles involved. If there are no wreckers available at the wrecker service on call, or if the Police Department cannot immediately make contact with the wrecker service on-call, the Police Department shall proceed through the contracted wrecker rotation list until a wrecker is located that is available and ready to proceed immediately to the scene of the incident requiring a vehicle to be removed.

Sec. 118.19 Police Authorized Incident Management Tow Service Agreements

- (A) The Chief of Police is authorized to execute contractual agreements, on behalf of the City of Edinburg, with entities to perform police authorized incident management tows. The right to enter into such agreements shall be extended on a uniform basis to all eligible applicants.
- (B) Police authorized incident management tow services shall only be provided pursuant to a contract between the City of Edinburg and a qualified towing service on a form prescribed by the City Attorney.
- (C) The City Council finds that the opportunity to receive referrals from the City of Edinburg is a contractual right to receive a service provided by the City to contracting parties. The City Council further finds that the provisions in a police authorized incident management tow service agreement are not regulatory in nature, but are instead intended to govern the contractual relationship between the City and the entity with whom the City is contracting.
- (D) Applications for Tow Service Agreements will be made on a form provided by the Police Department and will include all requirements under state and federal law, this ordinance and all other terms and conditions of the agreement.
- (E) Each wrecker or tow truck that will be utilized under the terms of a police authorized incident management tow service agreement shall be registered with the City of Edinburg under a current police authorized incident management tow services contractual agreement.
- (F) A police officer of the City of Edinburg is hereby authorized to have a vehicle removed by a wrecker business that has entered into a contractual agreement with the City of Edinburg to conduct police authorized incident management tow services.

- (G) When a police officer investigating crash or disablement of a motor vehicle within the City determines that any vehicle involved should be removed by a wrecker, the officer shall determine whether or not the owner or his authorized representative has already made arrangements for its removal. If no arrangements have been made, the officer shall, depending on roadway and traffic conditions, give vehicle operators or owners the opportunity to notify an incident management wrecker of their choice and provide a reasonable estimated time of arrival to the officer. It is the responsibility of the owner or operator to contact a Texas Department of Licensing and Regulation approved wrecker for incident management towing. If the estimated time of arrival is unreasonable or not given, the officer shall request the contract towing service from dispatch services.
- (H) The privilege to receive a police authorized incident management tow service agreement is not a property right and may be denied for any other reason.

Sec. 118.20 Enforcement

Any person who violates any provision of this Chapter, for which a specific penalty is not provided, shall be punishable by a fine of not less than \$200 or more than \$1,000 per violation in accordance with Section 2308.505 of the Texas Occupations Code, as amended, including relocation of the applicable provisions. Each act of violation and each day in which a violation is permitted to continue shall constitute a separate offense. An offense under this Chapter which is also a violation under State law may be charged under either provision.

Sec. 118.21 Other Remedies

The City shall be entitled to pursue all other criminal and civil remedies to which it is entitled under any other law and the remedies provided herein are not exclusive.



CITY OF EDINBURG - CITY COUNCIL

Meeting Date: November 5, 2025

VARIANCES

Agenda Item No: 9.A.

Subdivision Variance Request - Julio C. Martinez

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 Being a 1.09 Acre Tract of Land Out of the North 10 Acres, of the North 15 Acres, of the South 20 Acres of Lot 12, Section 268, Texas-Mexican Railway Company's Survey, Hidalgo County, Texas, Located at 1002 S. Raul Longoria Rd., as Requested by Julio C. Martinez. [Jaime Acevedo, Director of Planning & Zoning]

2. **Description:**

The property is located on the east side of S. Raul Longoria Rd., approximately 705 feet south of E. Sprague St. and is currently vacant. Mr. Julio C. Martinez is the current property owner, and is 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 a single family residential home. The property is currently zoned Residential, Suburban (RS) District. The property lot width is 100 feet and a lot depth of approximately 424 feet for a total amount of 1.09 acres.

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 October 9, 2025, the Planning & Zoning Commission recommended with a unanimous vote of 7-0 to approve the Subdivision Variance Request.

3. Staff's Recommendation:

Staff recommends approval of the variance request since the current owner is planning on selling the property as is. Staff recommends the future owner comply with the requirements of the City of Edinburg's Unified Development Code.

Reviewed by:

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

Prepared by:

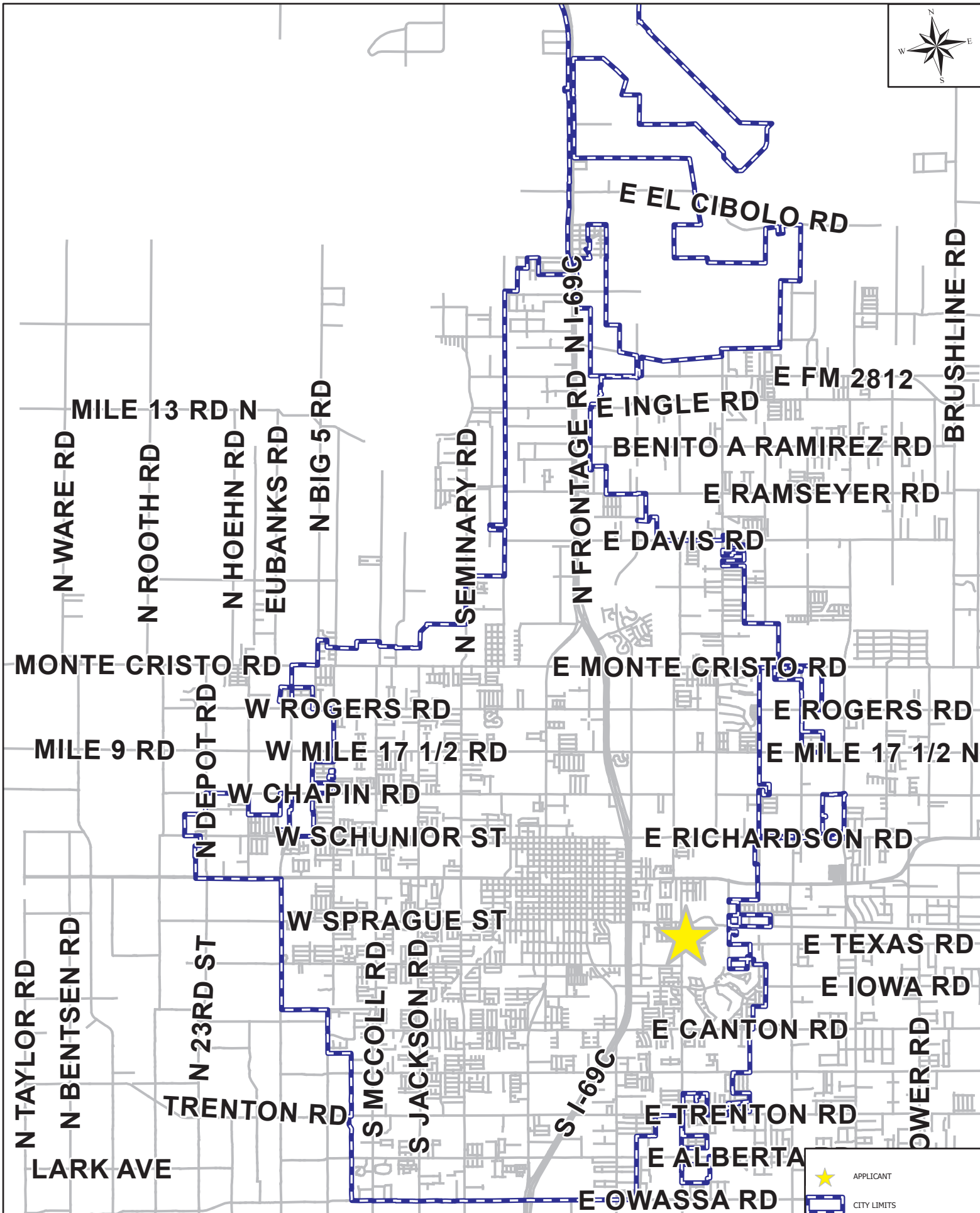
Rita Guerrero, Assistant
Director of Planning and
Zoning

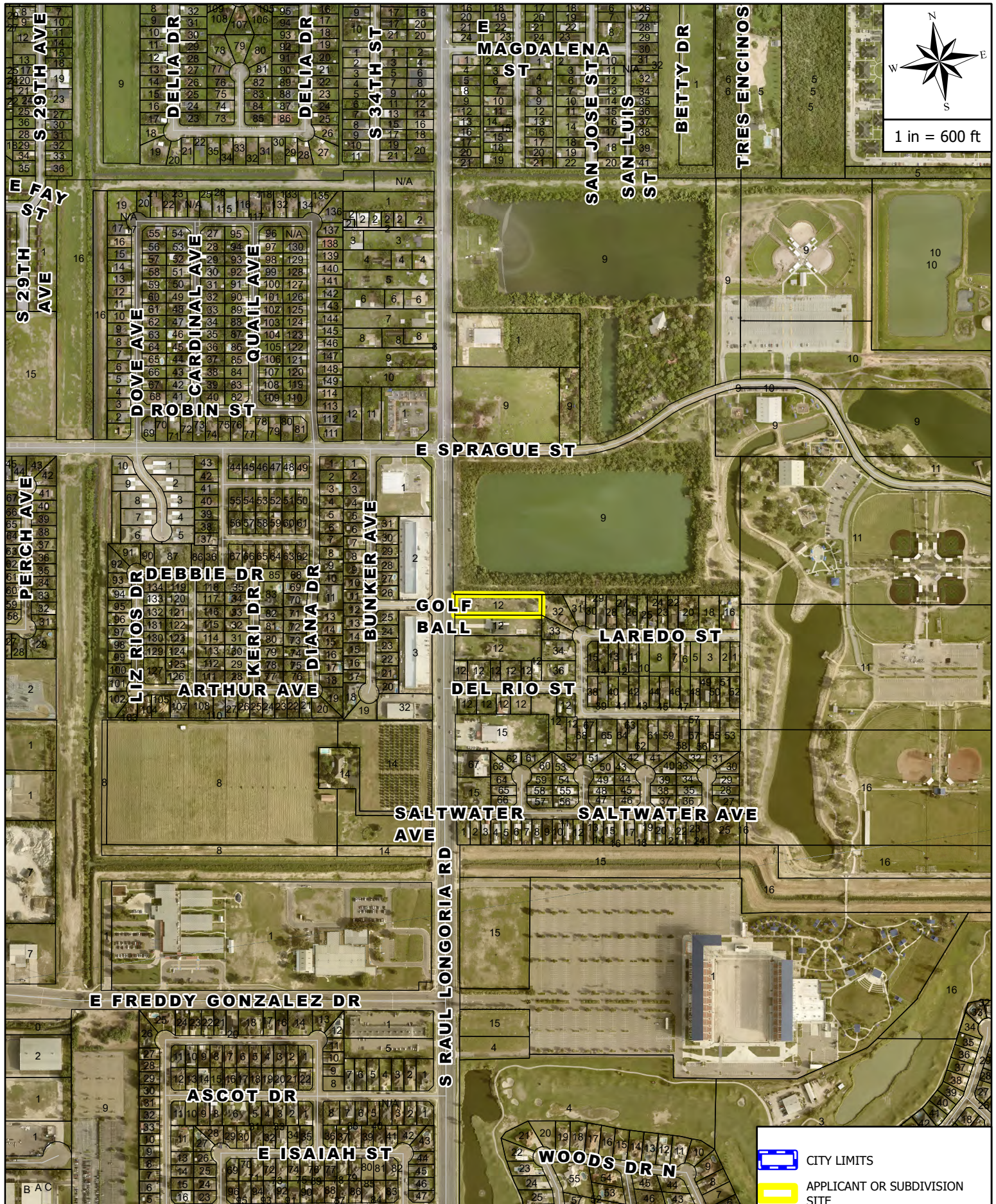
Attachments:

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.

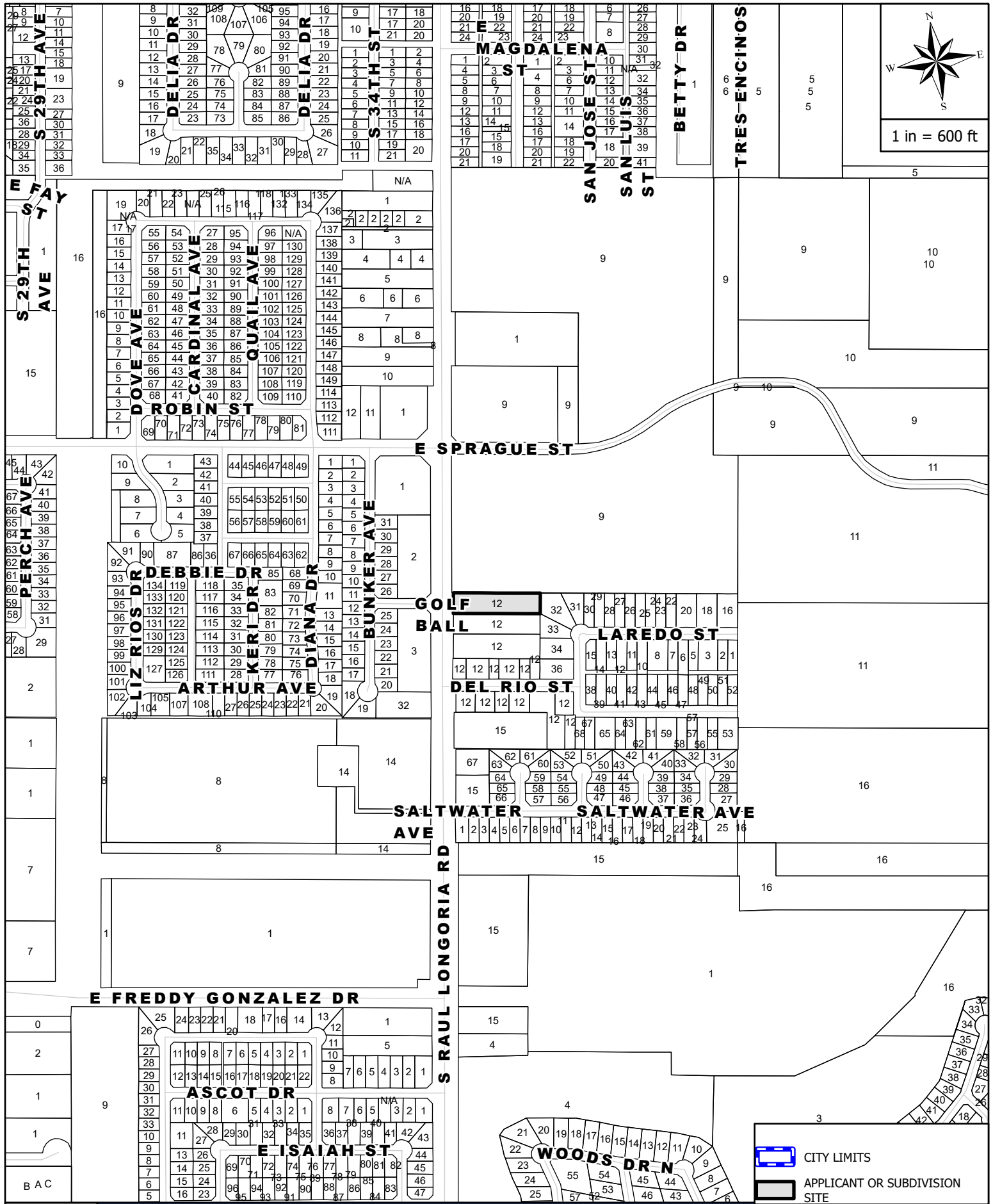




AERIAL MAP

APPLICANT AND/OR SUBDIVISION:

VAR-2025-0318 1002 S RAUL LONGORIA RD



MAILOUT AND SITE MAP

APPLICANT AND/OR SUBDIVISION:

VAR-2025-0318 1002 S RAUL LONGORIA RD

RAUL LONGORIA RD

(PUBLIC R.O.W.)

N 08°28'35" E

101.06'

S 08°28'35" W
714.2'

P.O.C.
N.W.C. LOT 12
SECT 288

CITY OF EDINBURG
TEX-MEX SURVEY LOT 9-W 20-E 23.76 ACS & NW 10.0 LOT 12-N 23.62 AC BLK 268 48.84

S 81°01'45" E

474.01'

N 81°09'25" W

474.00'

TJERIMA EFREN & ALEJANDRA

DOC # 3235470 O.R.

TEX-MEX SURVEY N100'-5505.80"-E414.78'-W474.78' LOT 12 BLK 268 1.09AC GR 0.95AC NET

1.09 ACRES
GROSS

BASIS OF BEARING

99.85'

100.63'

S 08°28'35" W
100.00'

RODRIGUEZ SUBDIVISION
VOL. 15, PAGE 25
MAP RECORDS



SCALE: 1" = 50'

SCHEDULE B ITEMS

- A. ANY VISIBLE AND APPARENT UNRECORDED EASEMENTS ON THE SURVEYED PROPERTY. (OWNER'S POLICY ONLY)
- B. STATUTORY RIGHTS, RULES, REGULATIONS, EASEMENTS AND LIENS IN FAVOR OF HIDALGO COUNTY IRIGATION DISTRICT NO. 1, PURSUANT TO APPLICABLE SECTIONS OF THE TEXAS WATER CODE. (BLANKET)
- C. RIGHTS OR CLAIMS BY HIDALGO COUNTY IRIGATION DISTRICT NO. 1 TO ANY PORTION OF PROPERTY LYING WITHIN CANAL AND/OR GRAY BUTCH EASEMENTS AND/OR RIGHTS OF WAY LOCATED ON THE PROPERTY
- D. EASEMENTS AND RESERVATIONS AS SHOWN ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 24, PAGE 168, DEED RECORDS OF HIDALGO COUNTY, TEXAS.

NOTE:
A METES AND BOUNDS DESCRIPTION OF EVEN SURVEY DATE HERE WITH ACCOMPANIES THIS PLAT.

PLAT SHOWING

A 1.09 ACRE TRACT OF LAND OUT OF THE NORTH 10 ACRES OF THE NORTH 15 ACRES OF THE SOUTH 20 ACRES OF LOT TWELVE (12), SECTION TWO HUNDRED SIXTY EIGHT (268), TEXAS-MEXICAN RAILWAY COMPANY'S SURVEY, HIDALGO COUNTY, TEXAS, AS PER MAP OR PLAT THEREOF RECORDED IN VOLUME 24, PAGE 168, DEED RECORDS OF HIDALGO COUNTY, TEXAS

LEGEND

- - SET 1/2" ROD W/ CAP
- ⊕ - FD 1/2" PIPE
- - FD 1/2" ROD



I, JOSE MARIO GONZALEZ, CERTIFY THAT THE ABOVE PLAT IS AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY SUPERVISION AND THAT THERE ARE NO VISIBLE EASEMENTS OR ENCROACHMENTS EXCEPT AS SHOWN AND THAT ALL CORNERS HAVE BEEN LOCATED AS INDICATED.

REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5571



RIO DELTA SURVEYING

24593 FM 88, MONTE ALTO, TX 78538
(TEL) 956-380-5154 (FAX) 956-380-5156
EMAIL: MARIO@RIODELTASURVEYING.COM
T.B.P.L.S. FIRM # 10013900

REQUESTED BY: JULIO CESAR MARTINEZ

ADDRESS: RAUL LONGORIA RD
EDINBURG, TX

SURVEYED: 09-30-21

GF#: 212441567

FLOOD ZONE DESIGNATION: ZONE "X"
COMMUNITY-PANEL NUMBER: 480338 0035 E
MAP REVISED: 06-06-2000

JOB NUMBER

RIO 21 277

© COPYRIGHT 2021 RIO DELTA SURVEYING THIS SURVEY WAS PROVIDED IN MULTIPLE ORIGINALS SOLELY FOR THE USE OF THE BORROWER NAMES HEREON. NO LICENSE HAS BEEN CREATED, EXPRESSED OR IMPLIED TO COPY THIS SURVEY.

Julio Martinez



CITY OF EDINBURG - CITY COUNCIL

Meeting Date: November 5, 2025

VARIANCES

Agenda Item No: 9.B.

Subdivision Variance Request - Melden & Hunt, Inc.

1. Agenda Item:

Consider Variance Request to the City's Unified Development Code, Article 3, Table 3.102-1, Single-family Detached Lot and Building Standards, Being a 18.682-Acre Tract of Land Out of Lot 50, 51 and 52, Santa Cruz Ranch Subdivision, According to the Plat or Map Thereof Recorded in Volume Z, Page 161, Hidalgo County Map Records, Located at 4401 La Sienna Parkway, as Requested by Melden & Hunt, Inc. [Jaime Acevedo, Director of Planning & Zoning]

2. Description:

The property is located along La Sienna Parkway, and is within the City of Edinburg city limits. The 18.682-acre tract of land is currently zoned Residential, Primary (RP) District and consists of 69 Single Family Residential lots. Melden & Hunt, Inc, on behalf of the developer, is requesting a variance to the City's Unified Development Code (UDC) for the aforementioned subdivision.

Variance Request: Table 3.102-1

This requested variance is to Article 3, Table 3.102-1 as it applies to Single-family Detached Lot and Building Standards. The developer is proposing a 10 ft. rear yard setback instead of the 20 ft rear yard setback as required per the UDC Table 3.102-1. The developer states that this development has more in common with a town house development that would require only a 10 ft. rear yard setback to maximize the buildable area of the lots.

On October 23, 2025, the Planning & Zoning Commission recommended with a unanimous vote of 4-0 to approve the Subdivision 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

**Table 3.102-1
Single-Family Detached Lot and Building Standards**

Zoning District	Minimum						Maximum
	Lot Area	Lot Width (ft)	Street Yard ¹ (ft)	Street Side Yard (ft)	Side Yard (ft)	Rear Yard (ft)	Building Height (ft)
Agriculture and Open Space (AO)	5 ac.	300	60	30	30	40	35 / 60 ²
Residential, Suburban (RS)	15,000 sf	90	30	15	15	30	35
Residential, Primary (RP)	5,000 sf	50	20	10	6	20	35
Residential, Urban and Townhome (RM) ³	4,000 sf	40	10 / 18 ⁴	10	6 ⁵	10 / 18 ⁴	35

TABLE NOTES:

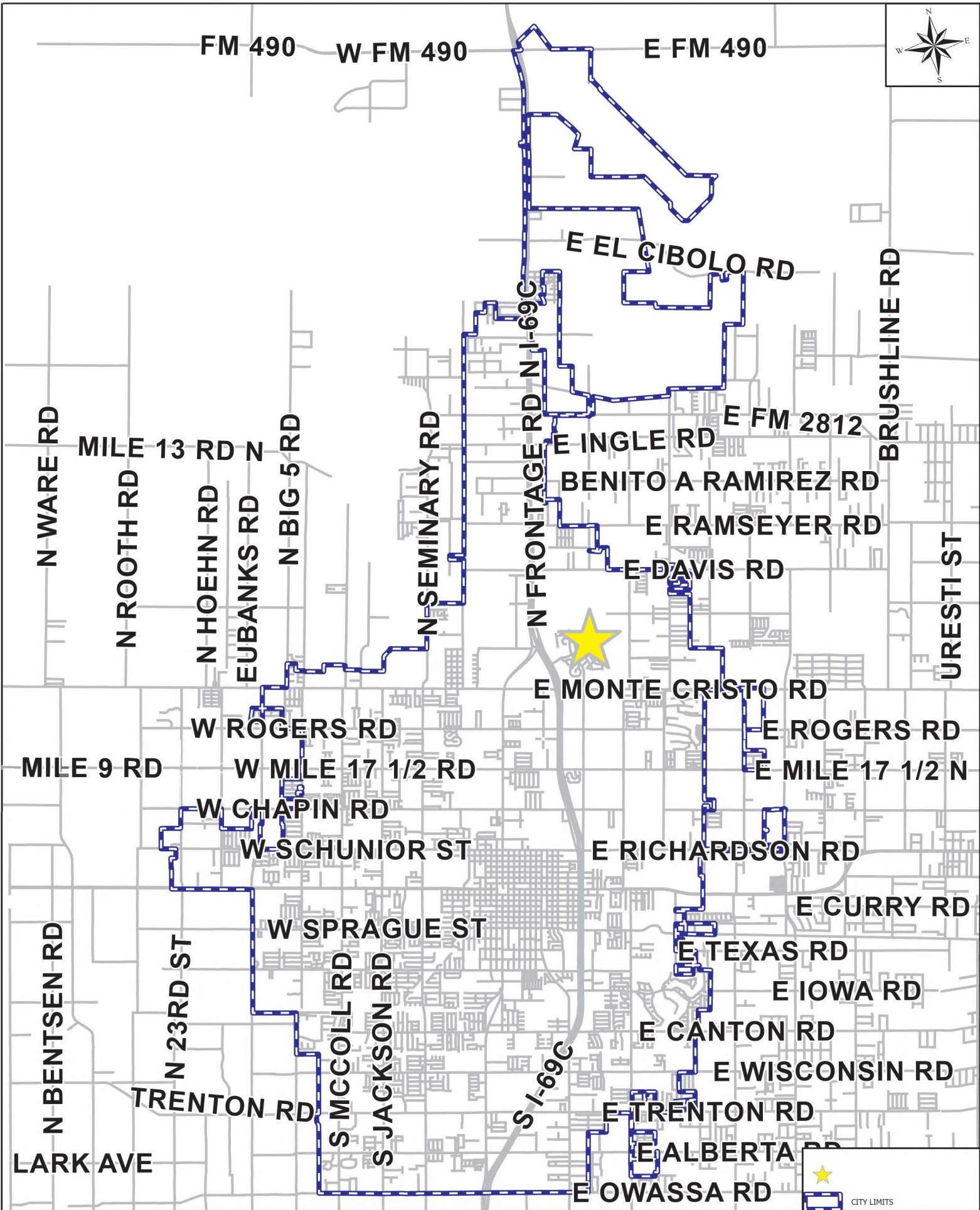
¹Street yard refers to front yard of lot. The minimum street yard setback shall be 15 feet for cul-de-sac and irregular lots in the RP District.

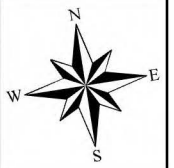
²The second height refers to agricultural structures.

³If adjacent to an AO or RS district, lots on the perimeter of the subdivision shall meet the lot area, lot width, and setback requirements of the RP district.

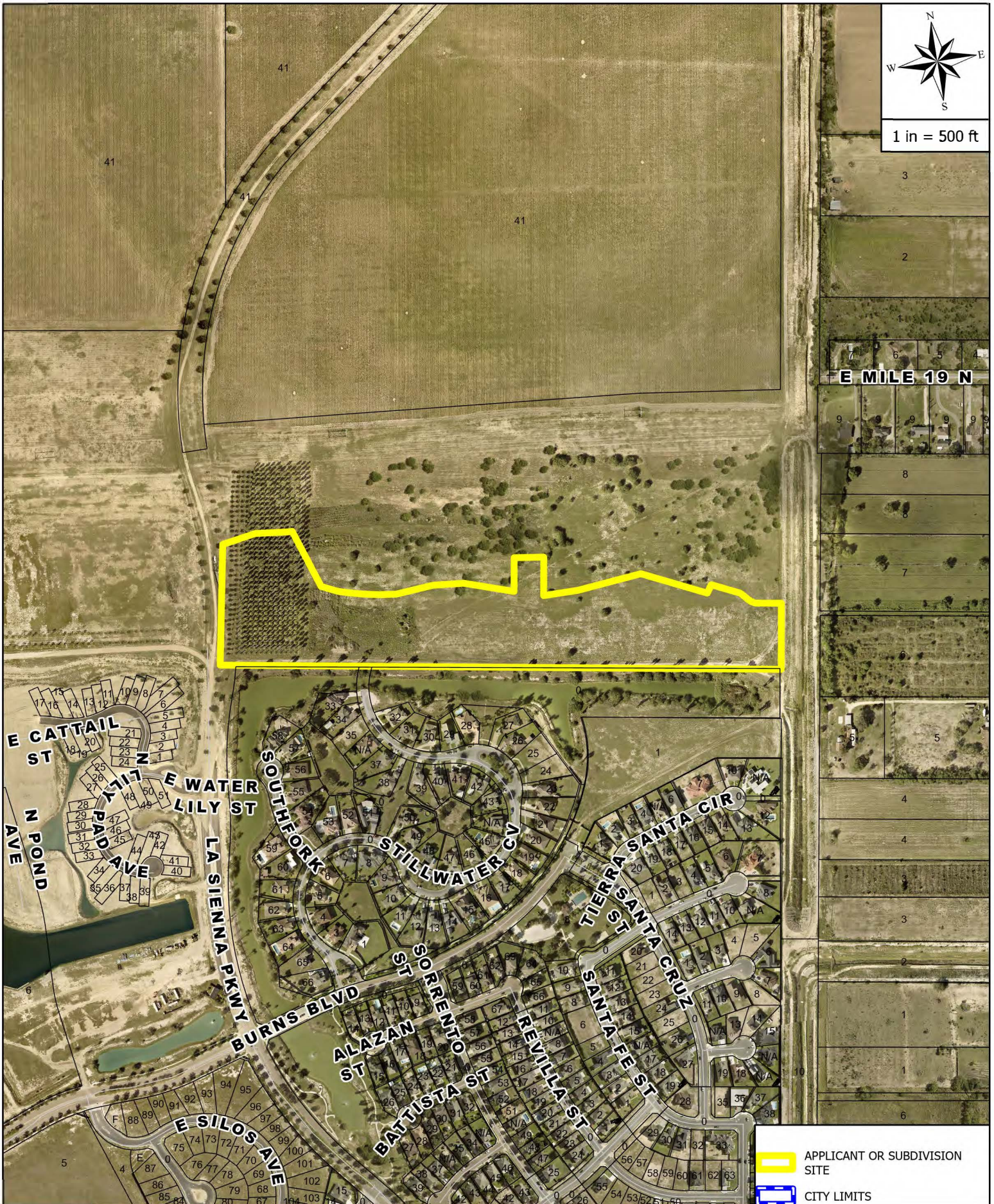
⁴The first number is the house setback; the second is the setback for a front load garage.

⁵Side yard setbacks in the RM district may be reduced to 5 feet if approved by Fire Marshal.





1 in = 500 ft



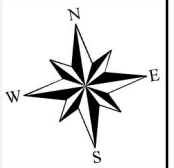
-  APPLICANT OR SUBDIVISION SITE
-  CITY LIMITS



AERIAL MAP

APPLICANT AND/OR SUBDIVISION:

PLAT-2024 SAPPHIRE AT LA SIENNA PH I



1 in = 500 ft

3

2

1

7 6 5 4

E MILE 19 N

9 9 9 9 9 9

8

8

7

6

5

5

4

4

3

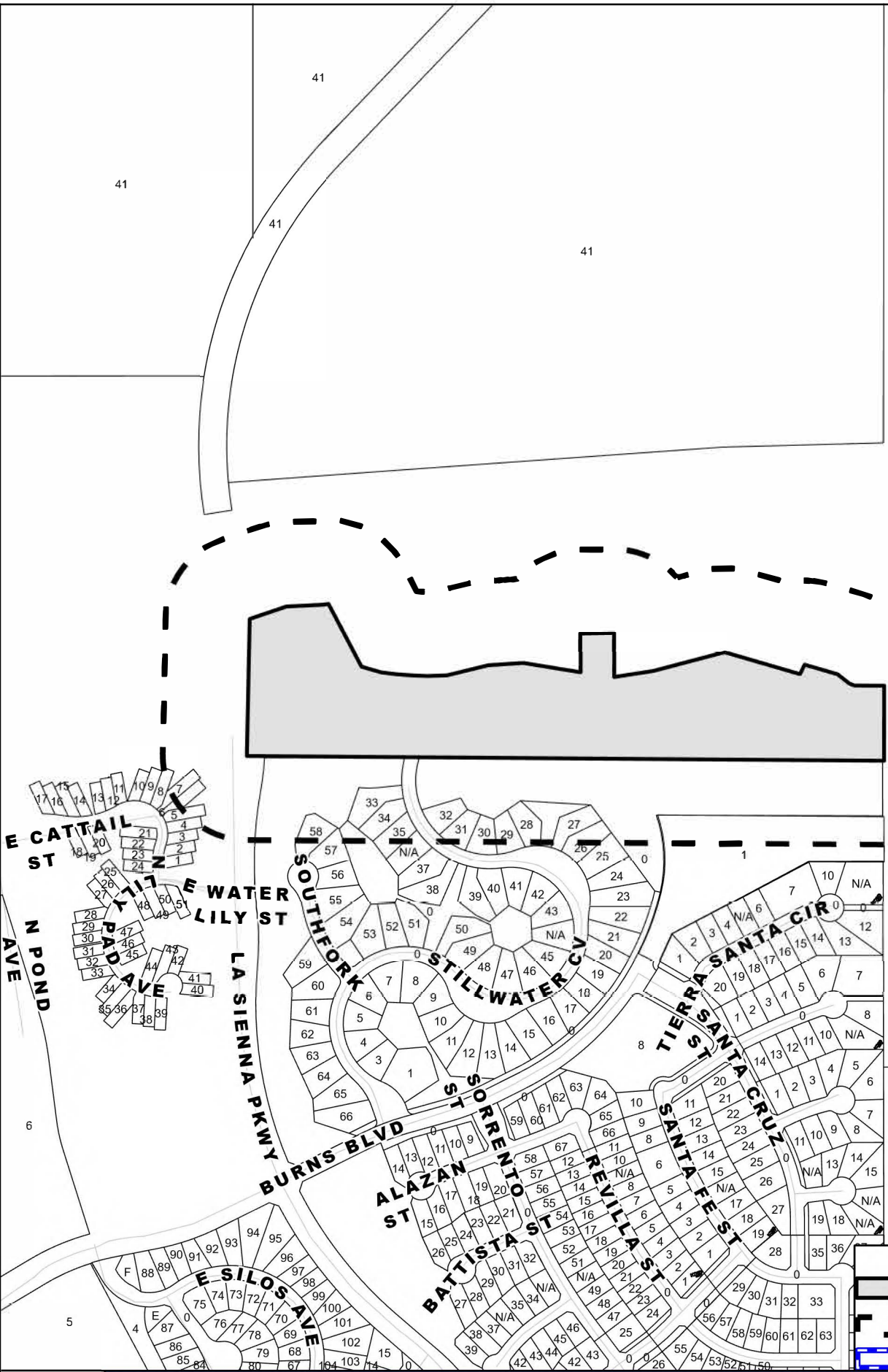
3

2

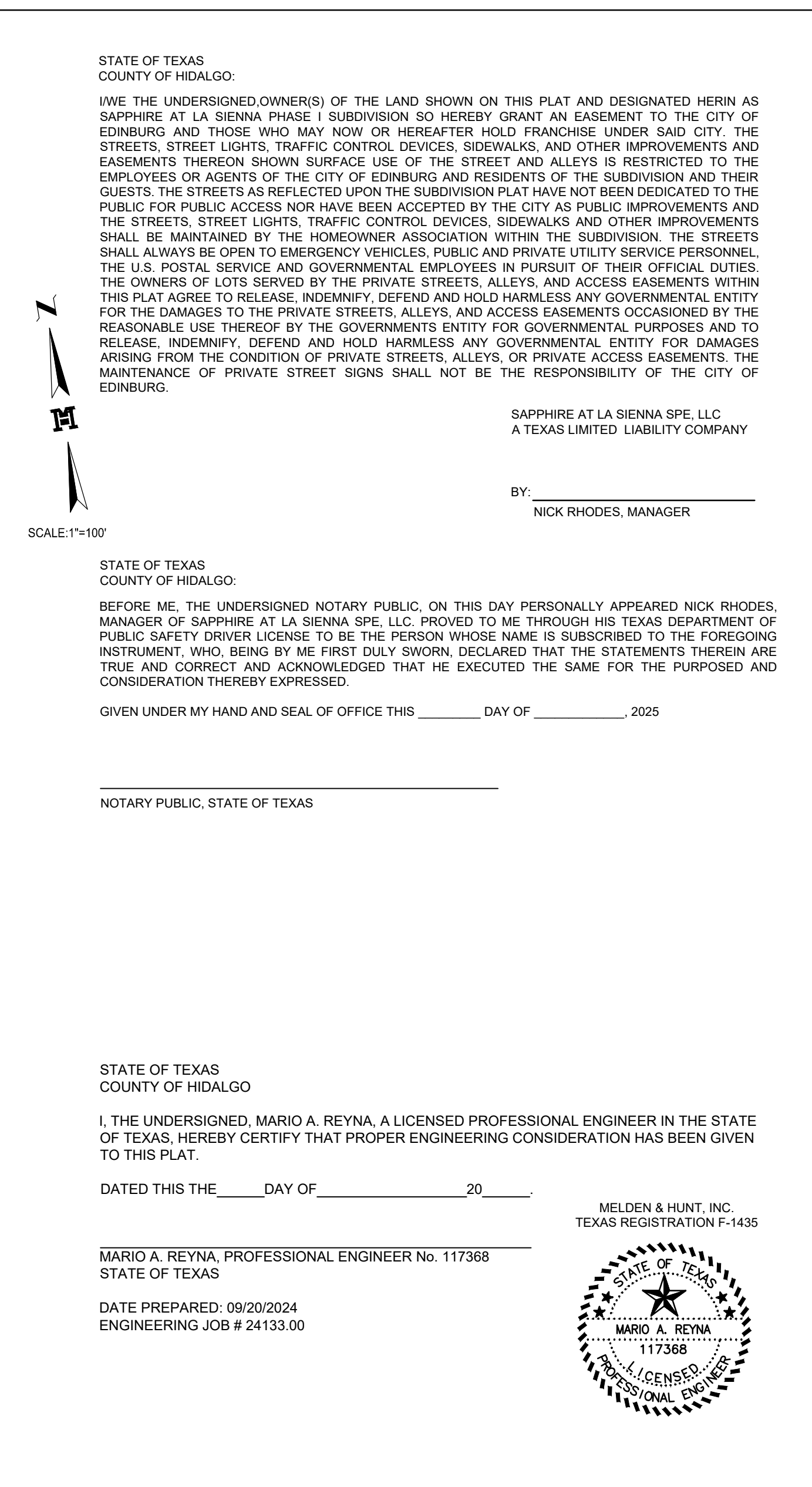
1

1

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



MAILOUT AND SITE MAP
APPLICANT AND/OR SUBDIVISION:
PLAT-2024 SAPPHIRE AT LA SIENNA PH I



38

STATE OF TEXAS
 PROFESSIONAL ENGINEER
 ROBERTO N. TAMEZ
 6238

RECORD IN
COUNTY
AJARDO, JR.
COUNTY CLERK

_____ AM/PM

F HIDALGO COUNTY, TEXAS

_____ DEPUTY

CHAIRPERSON PLANNING AND ZONING COMMISSION

PRINCIPAL CONTACTS	NAME	ADDRESS	CITY & ZIP	PHONE	FAX
OWNER:	KENT BURNS	4216 N. U.S. 281	EDINBURG TX 78542	C/0956-381-0981	C/0956-381-1839
ENGINEER:	MARIO A REYNA	115 W. McINTYRE	EDINBURG, TX 78541	(956) 381-0981	(956) 381-1839
SURVEYOR:	ROBERTO N. TAMEZ	115 W. McINTYRE	EDINBURG, TX 78541	(956) 381-0981	(956) 381-1839





CITY OF EDINBURG - CITY COUNCIL

Meeting Date: November 5, 2025

VARIANCES

Agenda Item No: 9.C.

Subdivision Variance Request - Melden & Hunt, Inc.

1. Agenda Item:

Consider Variance Request to the City of Edinburg Unified Development Code, Article 5, Subdivision Standards, Section 5.301, Dedication of Improvements. Being 1.917 Acres Out of Lot 13, Subdivision "C" in Texas-Mexican Railway Surveys #241 and #272 in Hidalgo County, Texas, Recorded in Vol. 1, Page 23, of the Map of Records Located at 221 E. Schunior Street, as Requested by Melden & Hunt, Inc. [Jaime Acevedo, Director of Planning & Zoning]

2. Description:

The property is located on the northeast corner of E. Schunior Street and N. Business Highway 281, and is inside the City of Edinburg, city limits. This property is currently vacant and consists of 1.917 acres, with a proposed commercial development. Melden & Hunt, Inc. on behalf of the developer, is requesting a variance to the City's Unified Development Code (UDC) for the aforementioned subdivision.

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

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

The property is currently located inside the City Limits of Edinburg and has approximately 1,210 feet along right-of-way on the north side of East Schunior Street and the intended use is for one commercial general lot. The property has a frontage of 1,185 along E. Schunior where the request is being made. Rio Grande Valley Metropolitan Thoroughfare Plan designates E. Schunior Street as a Principal Arterial 120 feet. Total cost estimate for the road widening is \$108,227.69.

On October 9, 2025, the Planning & Zoning Commission recommended with a unanimous vote of 7-0 to deny the Subdivision Variance Request.

3. Staff's Recommendation:

Staff recommends denial of the variance request. Staff recommends the applicant comply with the Future Thoroughfare Plan, Unified Development Code, and all city, local and state requirements.

Reviewed by:

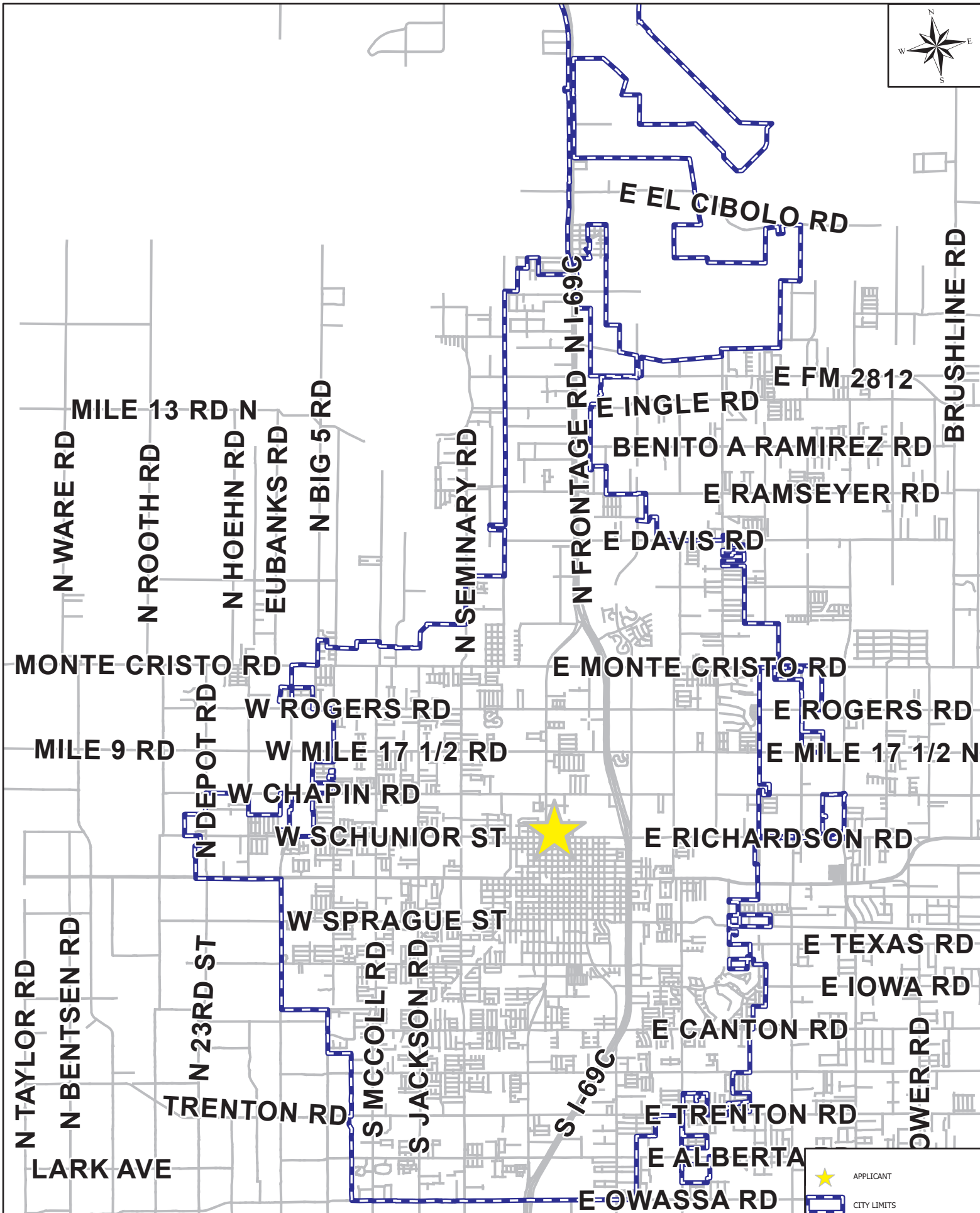
Prepared by:

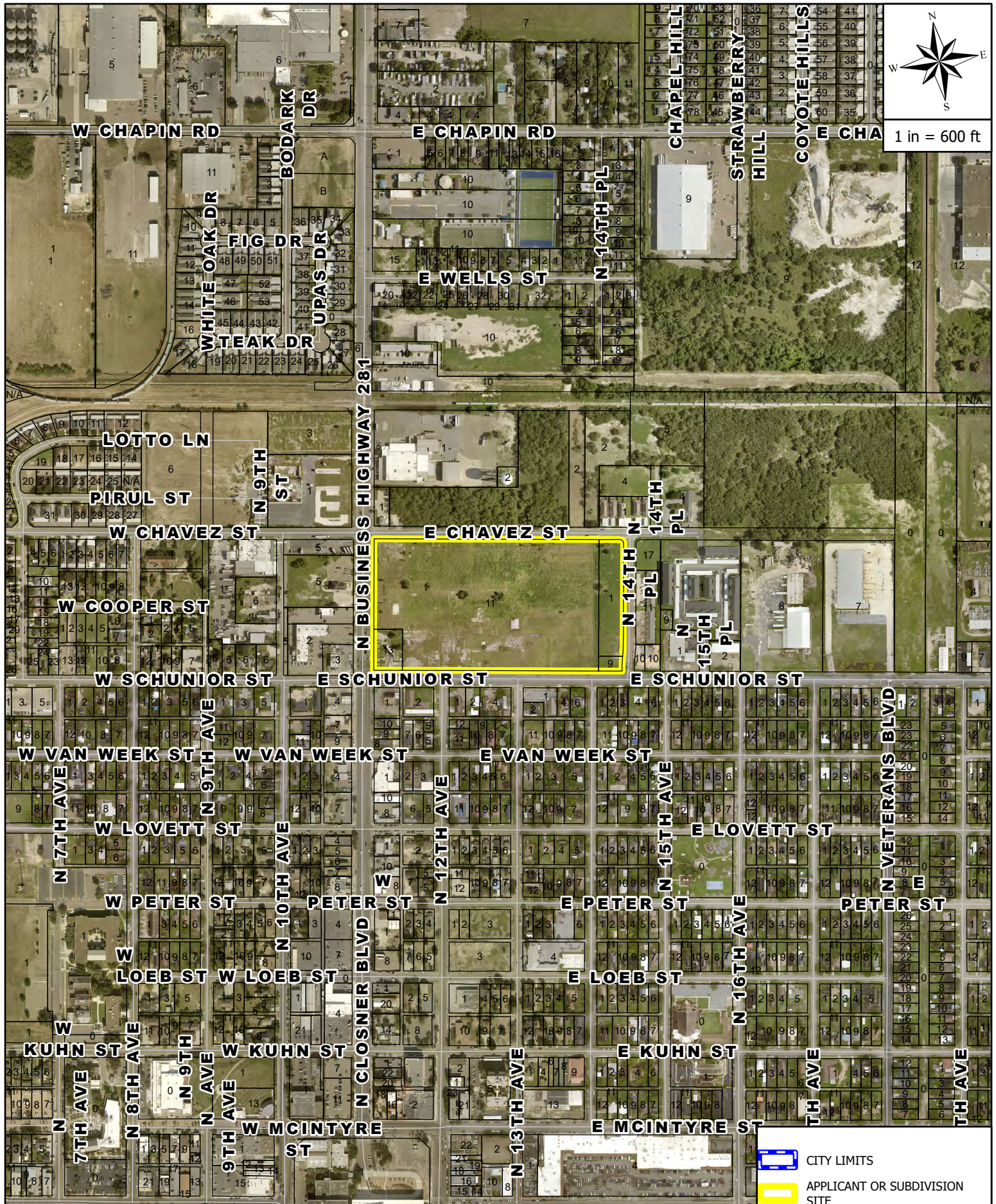
Jaime Acevedo, Director of Planning and Zoning
Jesus Saenz, Assistant City Manager

Rita Guerrero, Assistant
Director of Planning and
Zoning

Attachments:

A. City Council Agenda Packet Attachments





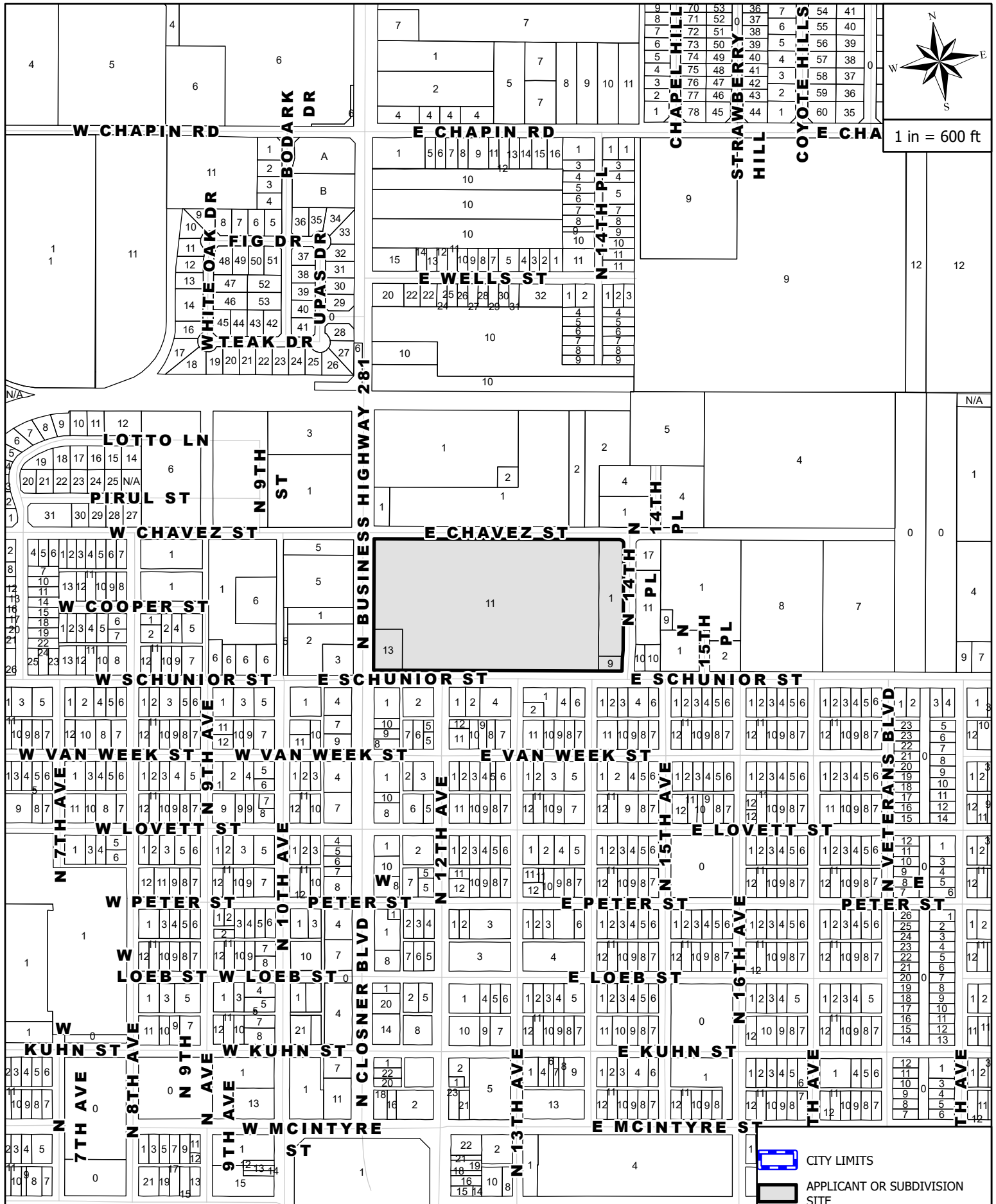
1 in = 600 ft

-  CITY LIMITS
-  APPLICANT OR SUBDIVISION SITE

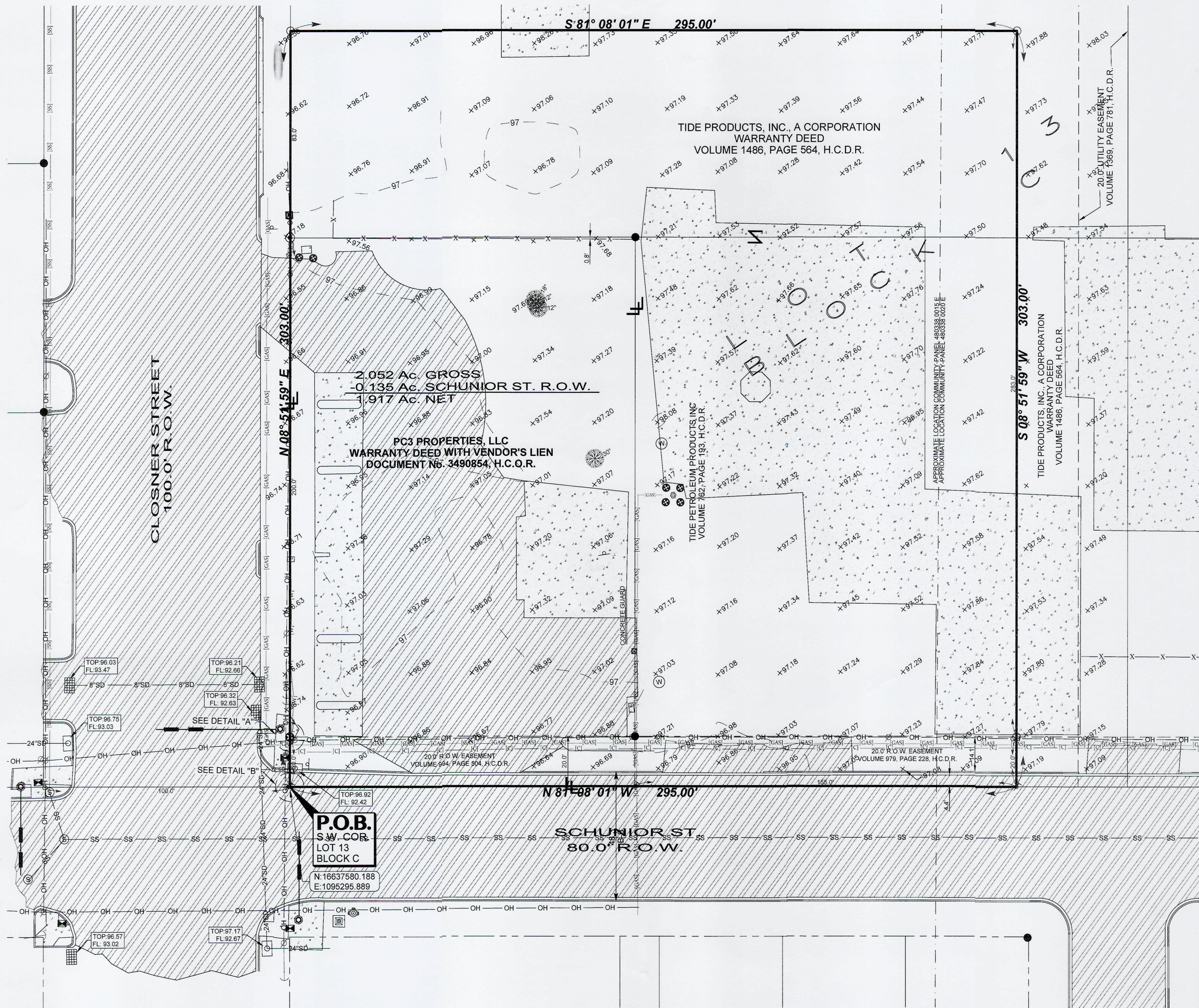
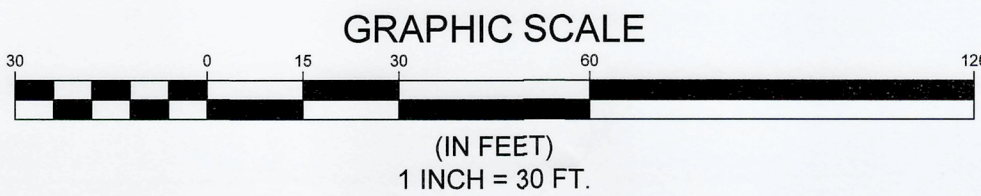


AERIAL MAP **APPLICANT AND/OR SUBDIVISION:**

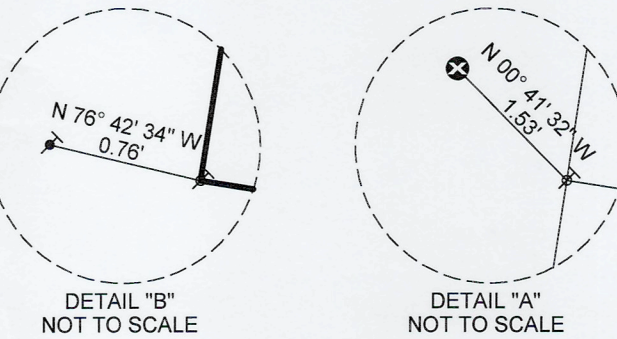
VAR-2025-0322 221 E SCHUNIOR ST



FLOOD ZONE
ZONE "X" (UNSHADED)
AREAS DETERMINED TO BE OUTSIDE 500-YEAR
FLOODPLAIN
COMMUNITY-PANEL NUMBER: 480338 0015 E
AND
COMMUNITY-PANEL NUMBER: 480338 0020 E
MAP REVISED: JUNE 6, 2005



PLAT SHOWING
2.052 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



To Vaquero Ventures Management, LLC, Vaquero Edinburg Schunior Partners, LP., Fidelity National Title Insurance Company, Fidelity National Title Agency, Inc.

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes items 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17 and 18 of Table A thereof. The field work was completed on June 30, 2025.

Date of Plat or Map: 07/19/2025

R.P.L.S. No.: 6238

Email: robert@meldenandhunt.com



- NOTES:
- SURVEY IS VALID ONLY IF PRINT HAS ORIGINAL SEAL AND SIGNATURE OF SURVEYOR.
 - BEARING BASIS IS FROM THE No. 4 REBAR SET AT THE SOUTHWEST CORNER AND THE No. 4 REBAR SET AT THE SOUTHEAST CORNER OF SUBJECT TRACT.
 - NO PHYSICAL ADDRESS WAS OBSERVED FOR SUBJECT TRACT DURING TIME OF SURVEY.
 - THERE WAS NOT A FIELD DELINEATION OF WETLANDS CONDUCTED BY A QUALIFIED SPECIALIST HIRED BY THE CLIENT, DELINEATION MARKERS WERE NOT OBSERVED DURING THE TIME OF SURVEY.
 - A ZONING REPORT OR LETTER WAS NOT PROVIDED TO THE SURVEYOR BY THE CLIENT IN REGARDS TO THE CURRENT SETBACK REQUIREMENTS, THE HEIGHT AND FLOOR SPACE AREA RESTRICTIONS, AND PARKING REQUIREMENTS.
 - NO BUILDINGS ON SUBJECT TRACT. SUBJECT TRACT IS VACANT.
 - NO PARKING SPACES FOUND UPON SUBJECT TRACT DURING TIME OF SURVEY.
 - NO RECENT EARTH MOVING WORK, BUILDING CONSTRUCTION, OR BUILDING ADDITIONS OBSERVED DURING TIME OF SURVEY.
 - NO EVIDENCE OF RECENT STREET OR SIDEWALK CONSTRUCTION OR REPAIRS OBSERVED DURING TIME OF SURVEY.
 - NO PLOTTABLE OFFSITE EASEMENTS OR SERVITUDES DISCLOSED IN DOCUMENTS WERE PROVIDED TO OR OBTAINED BY THE SURVEYOR.
 - ALL BEARINGS AND DISTANCES AS PER TEXAS COORDINATE SYSTEM SOUTH ZONE 4205, GRID COORDINATES.
 - ELEVATION DATUM PER NAVD 88 (GEOID 2012B)
 - SURVEY WAS PREPARED WITH THE BENEFIT OF FIDELITY NATIONAL TITLE COMPANY COMMITMENT OF No. FT-44122-900122401527-TW EFFECTIVE DATE: MAY 4, 2025 ISSUED: AUGUST 28, 2025
 - SURVEY WAS PREPARED WITH THE BENEFIT OF FIDELITY NATIONAL TITLE COMPANY COMMITMENT OF No. FT-44122-9001222500778-TW EFFECTIVE DATE: AUGUST 17, 2025 ISSUED: SEPTEMBER 2, 2025

EASEMENTS LISTED IN SCHEDULE B:

- ANY AND ALL ZONING ORDINANCES OR PROPOSED ORDINANCES INCLUDING THOSE BY THE CITY OF EDINBURG, TEXAS. (AFFECTS SUBJECT TRACT. REFER TO CITY OF EDINBURG FOR PLANNING AND ZONING ORDINANCE INFORMATION).
- RIGHTS OF THE PUBLIC TO ANY PORTION OF LAND LYING WITHIN THE AREA COMMONLY KNOWN AS SCHUNIOR STREET. (AFFECTS SUBJECT TRACT PLOTTED AS SHOWN HEREON).
- ANY RIGHTS, INTERESTS, OR CLAIMS WHICH MAY EXIST OR ARISE BY ANY REASON OF THE FOLLOWING MATTERS DISCLOSED BY SURVEYS. (AFFECTS SUBJECT TRACT PLOTTED AS SHOWN HEREON).

EASEMENTS LISTED IN SCHEDULE B:

- VISIBLE OR APPARENT EASEMENT(S) AND/OR RIGHTS OF WAY ON, OVER, UNDER OR ACROSS THE LAND. (ALL PLOTTABLE EASEMENTS SHOWN HEREON)
- ANY PORTION OF THE LAND LOCATED WITHIN THE BOUNDARIES OF ANY ROADWAY OR HIGHWAY. (ALL PLOTTABLE RIGHTS OF WAY SHOWN HEREON)
- EASEMENTS AND RESERVATIONS AS SHOWN ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 1, PAGE 23, MAP RECORDS OF HIDALGO COUNTY, TEXAS. (AFFECTS SUBJECT TRACT, PLOTTED AND SHOWN HEREON)
- EASEMENT(S) FOR THE PURPOSE(S) (SHOWN BELOW AND RIGHTS INCIDENTAL THERETO, AS EVIDENCED IN A DOCUMENT):

GRANTED TO: RIO GRANDE VALLEY GAS COMPANY
PURPOSE: PIPELINE RIGHT-OF-WAY
RECORDING NO: VOLUME 253, PAGE 628 (192802630628) OF THE DEED RECORDS OF HIDALGO COUNTY, TEXAS
AFFECTS: AS SET FORTH THEREIN (AFFECTS SUBJECT TRACT, BLANKET IN NATURE, NOT PLOTTABLE)
- EASEMENT(S) FOR THE PURPOSE(S) (SHOWN BELOW AND RIGHTS INCIDENTAL THERETO, AS EVIDENCED IN A DOCUMENT):

GRANTED TO: STATE OF TEXAS
PURPOSE: RIGHT-OF-WAY EASEMENT
RECORDING NO: VOLUME 979, PAGE 228 (196000010261) OF THE DEED RECORDS OF HIDALGO COUNTY, TEXAS
AFFECTS: AS SET FORTH THEREIN (DOES NOT AFFECTS SUBJECT TRACT PLOTTED AND SHOWN HEREON)
- EASEMENT(S) FOR THE PURPOSE(S) (SHOWN BELOW AND RIGHTS INCIDENTAL THERETO, AS EVIDENCED IN A DOCUMENT):

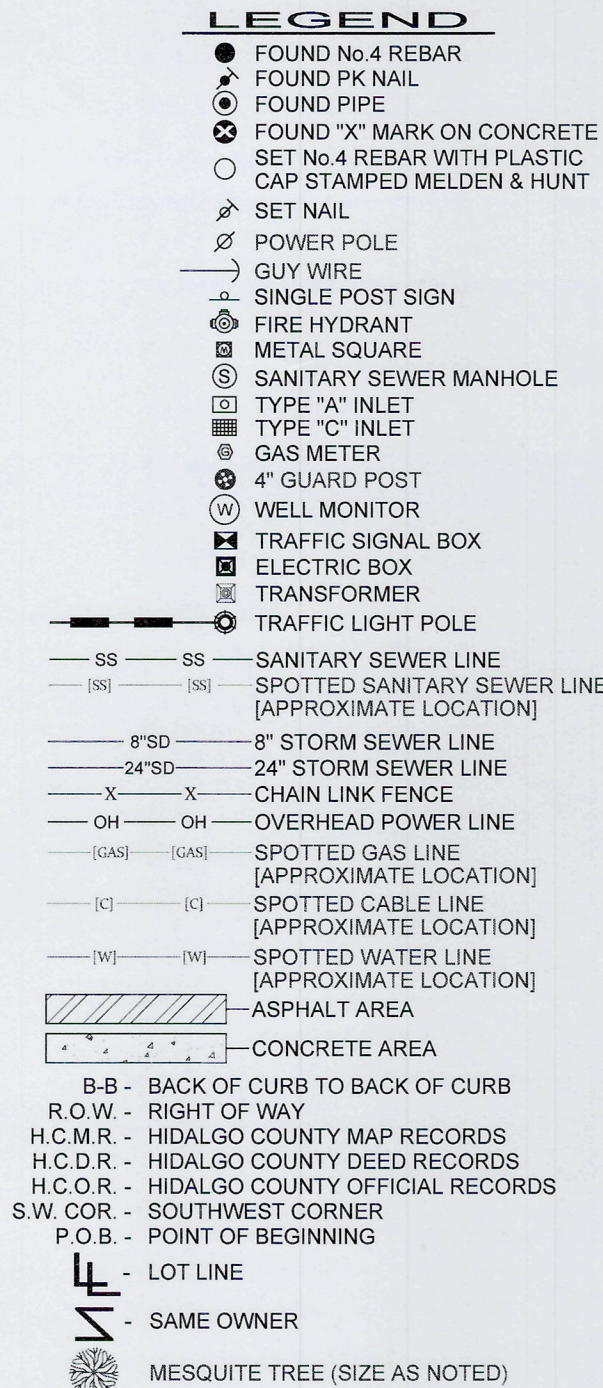
GRANTED TO: STATE OF TEXAS
PURPOSE: RIGHT-OF-WAY EASEMENT
RECORDING NO: VOLUME 994, PAGE 504 (196000022615) OF THE DEED RECORDS OF HIDALGO COUNTY, TEXAS
AFFECTS: (AFFECTS SUBJECT TRACT, PLOTTED AND SHOWN HEREON)
- LEASE FOR COAL, LIGNITE, OIL, GAS OR OTHER MINERALS, TOGETHER WITH RIGHTS INCIDENTAL THERETO, DATED JUNE 7, 1977, RECORDED AT VOLUME 369, PAGE 749 (197700029943) OF THE DEED RECORDS OF HIDALGO COUNTY, TEXAS. REFERENCE TO WHICH INSTRUMENT IS HERE MADE FOR PARTICULARS. NO FURTHER SEARCH OF TITLE HAS BEEN MADE AS TO THE INTEREST(S) EVIDENCED BY THIS INSTRUMENT, AND THE COMPANY MAKES NO REPRESENTATION AS TO THE OWNERSHIP OR HOLDER OF SUCH INTEREST(S). (BLANKET IN NATURE, NOT A SURVEY MATTER)
- 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. (NOT A SURVEY MATTER)
- ALL LEASES, GRANTS, EXCEPTIONS OR RESERVATIONS OF THE GEOTHERMAL ENERGY AND ASSOCIATED RESOURCES BELOW THE SURFACE OF THE LAND, 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 THE GEOTHERMAL ENERGY AND ASSOCIATED RESOURCES BELOW THE SURFACE OF THE LAND THAT ARE NOT LISTED. (NOT A SURVEY MATTER)

METES AND BOUNDS DESCRIPTION

A tract of land containing 2.052 acres situated in the City of Edinburg, Hidalgo County, Texas, being out of Lot 13, Block C, Amended Map of Edinburg, according to the plat thereof recorded in Volume 1, Page 23, Hidalgo County Map Records, said 2.052 acres consisting of 0.707 of one acre conveyed to PC3 Properties, LLC, a Texas limited liability company by virtue of a Warranty Deed with Vendor's Lien recorded under Document Number 3490854, Hidalgo County Official Records, and 1.345 acre tract conveyed to Tide Petroleum Products, Inc., recorded under Volume 782, Page 193, Hidalgo County Deed Records and a part or portion conveyed to Tide Products, Inc., by virtue of a Corporation Warranty Deed recorded under Volume 1486, page 564, Hidalgo County Deed Records, and said 2.052 acres being more particularly described as follows:

BEGINNING at a Nail set at the Southwest corner of said Lot 13, Block C, and within the existing right-of-way of Schunior Street from which a Nail found bears N 76° 42' 34" W a distance of 0.79 feet, for the Southwest corner of this herein described tract;

- THENCE, N 08° 51' 59" E along the West line of said Lot 13, Block C and the existing East right-of-way line of Closer Street, at a distance of 20.00 feet pass an "X" cut in concrete found on the right-of-way intersection of Closer Street and Schunior Street, at a distance of 220.00 feet pass an iron pipe found at the Northeast corner of said certain tract conveyed to PC3 Properties, LLC, continuing a total distance of 303.00 feet to a No. 4 rebar set, for the Northwest corner of this tract;
- THENCE, S 81° 08' 01" E a distance of 295.00 feet to a No. 4 rebar set, for the Northeast corner of this tract;
- THENCE, S 08° 51' 59" W at a distance of 283.00 feet pass a No. 4 rebar set on the existing North right-of-way line of Schunior Street, continuing a total distance of 303.00 feet to a Nail set on the South line of said Lot 13, Block C and within the existing right-of-way of Schunior Street, for the Southeast corner of this tract;
- THENCE, N 81° 08' 01" W along the South line of said Lot 13, Block C and within the existing right-of-way of Schunior Street, at a distance of 155.00 feet pass a Nail found at the Southeast corner of said certain tract conveyed to PC3 Properties, LLC, continuing a total distance of 295.00 feet to the POINT OF BEGINNING and containing 2.052 acres, of which 0.135 of one acre lies within the existing right-of-way of Schunior Street, leaving a net of 1.917 acres of land, more or less.



Alta/Nsps LAND TITLE SURVEY

JOB No. 25110.08

DRAWING DATE: 07/31/2025

DRAWN BY: M.L.S.

File Name: 25110.08

REF. NAME: 23318 00-2.052AC8-19-2025

T-1183, PG. 26

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REVISION 9/18/2025 M.L.S.

REVISION OF AN ADDITIONAL 20.0' 8/19/2025 M.L.S.

REVISION DATE BY

MELDEN & HUNT, INC.
CONSULTANTS • ENGINEERS • SURVEYORS

115 W. MCINTYRE - EDINBURG, TX 78541

PH: (956) 381-0681 - FAX: (956) 381-1839

ESTABLISHED 1947 - www.meldenandhunt.com



TBPELS Firm # F-1435
TBPELS # 10096900

MELDEN & HUNT INC.

CONSULTANTS • ENGINEERS • SURVEYORS

MARIO A. REYNA • ALLAN F. BOOE • ROBERTO N. TAMEZ • RUBEN JAMES DE JESUS • MICHAEL HERNANDEZ

Revised 9/30/2025

ENGINEER'S ESTIMATE VAQUERO EDINBURG

PAVING IMPROVEMENTS: Schunior Rd Widening

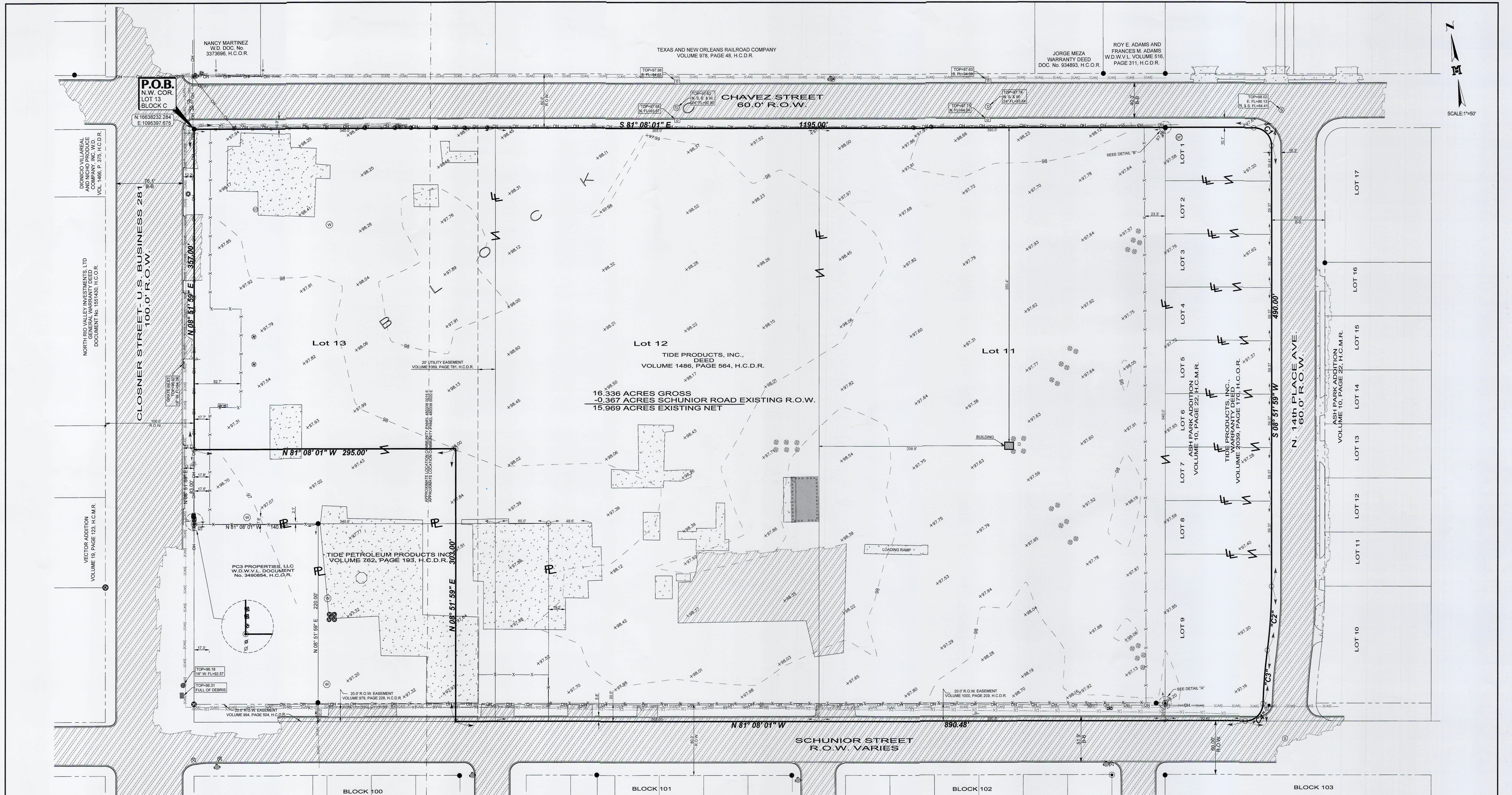
1.	Excavation & grading	2,180 SY	\$	4.00	\$	8,719.84
2.	5% Lime treated subgrade	2,180 SY	\$	2.50	\$	5,449.90
3.	*Lime	27 TNS	\$	305.00	\$	8,138.23
4.	10" Compacted crushed caliche base w/prime coat	2,180 SY	\$	13.00	\$	28,339.48
5.	3" Hot mix asphaltic concrete w/tack coat	1,785 SY	\$	17.00	\$	30,341.60
6.	24" Curb & gutter	1,185 LF	\$	18.00	\$	21,338.64
8.	ADA Ramps	2 EA	\$	850.00	\$	1,700.00
10.	Type "A" curb inlet	1 EA	\$	4,200.00	\$	4,200.00

TOTAL PAVING IMPROVEMENTS:

\$ 108,227.69

Mario A. Reyna P.E.





**PLAT SHOWING
16.336 ACRES
BEING ALL OF
LOTS 11 AND 12 AND OUT OF LOT 13,
ALL OF BLOCK C,
AMENDED MAP OF EDINBURG
VOLUME 1, PAGE 23, H.C.M.R. AND
ALL OF LOTS 1 THROUGH 9
OF ASH PARK ADDITION
VOLUME 10, PAGE 22, H.C.M.R.
CITY OF EDINBURG
HIDALGO COUNTY, TEXAS**

Curve Table					
Curve #	Delta	Radius	Length	Tangent	Chord Length
"C1"	090° 00' 00"	20.00'	31.42'	20.00'	28.29'
"C2"	027° 30' 41"	543.14'	71.21'	35.66'	71.16'
"C3"	050° 41' 11"	653.14'	69.86'	29.96'	59.63'
"C4"	086° 10' 25"	20.00'	30.78'	19.37'	27.83'

FLOOD ZONE
ZONE "X" (UNSHADED)
AREAS DETERMINED TO BE OUTSIDE
500-YEAR FLOODPLAIN
AND
COMMUNITY-PANEL NUMBER: 480338 0015 E
AND
COMMUNITY-PANEL NUMBER: 480338 0020 E
MAP REVISED: JUNE 6, 2000
AND REVISOR TO REFLECT L.O.M.R. DATED
MAY 14, 2001 CASE NUMBER 01-06-10955 P

- LEGEND**
- FOUND NO. 4 REBAR
 - SET NO. 4 REBAR WITH PLASTIC CAP STAMPED MELDEN & HUNT, INC.
 - FOUND NO. 5 REBAR
 - ✱ FOUND NAIL
 - FOUND PIPE
 - ✱ FOUND "X" MARK ON CONCRETE
 - ✱ POWER POLE
 - ✱ SERVICE POLE
 - ✱ POWER POLE WITH LIGHT
 - GUY WIRE
 - ✱ TELEPHONE PEDESTAL
 - ✱ UNDERGROUND CABLE MARKER
 - AT&T BOX
 - ✱ SINGLE POST SIGN
 - ✱ DOUBLE POST SIGN
 - ✱ STOP SIGN
 - ✱ FIRE HYDRANT
 - ✱ WATER METER
 - ✱ WATER VALVE
 - ✱ WELL MONITOR
 - ✱ GUARD POST
 - ✱ RAILROAD TIE
 - ✱ 4" GUARD POST
 - ✱ 6" GUARD POST
 - ✱ 6" METAL PIPE
 - ✱ METAL POST
 - ✱ GATE POST
 - ✱ CHAIN LINK FENCE
 - ✱ METAL FENCE
 - ✱ OVERHEAD POWER LINE
 - ✱ SPOTTED GAS LINE [APPROXIMATE LOCATION]
 - ✱ SPOTTED CABLE LINE [APPROXIMATE LOCATION]
 - ✱ SPOTTED WATER LINE [APPROXIMATE LOCATION]
 - ✱ ASPHALT AREA
 - ✱ CONCRETE AREA
 - ✱ CANOPY AREA
 - ✱ BACK OF CURB TO BACK OF CURB
 - ✱ 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
 - ✱ N.E. COR. - NORTHEAST CORNER
 - ✱ P.O.B. - POINT OF BEGINNING
 - ✱ W.D.W.V.L. - WARRANTY DEED WITH VENDOR'S LIEN
 - ✱ AC. - OF ONE ACRE
 - ✱ LOT LINE
 - ✱ SAME OWNER
 - ✱ PROPERTY LINE

- NOTES:**
- SURVEY IS VALID ONLY IF PRINT HAS ORIGINAL SEAL AND SIGNATURE OF SURVEYOR.
 - BEARING BASIS IS FROM THE NO. 4 REBAR FOUND AT THE NORTHWEST CORNER AND NAIL SET AT THE SOUTHWEST CORNER ALL OF SUBJECT TRACT.
 - ALL BEARINGS AND DISTANCES AS PER TEXAS COORDINATE SYSTEM SOUTH ZONE 4205, GRID COORDINATES.
 - ELEVATION DATUM PER NAVD 88 (GEOID 2012B)
 - AS PER HIDALGO COUNTY'S THOROUGHFARE RIGHT-OF-WAY MAP WEBSITE, CLOSNOR BOULEVARD - U.S. BUSINESS 281 AND SCHUNIOR STREET ARE LABELED AS EXISTING PRINCIPAL ARTERIALS OF 120' WIDE, BUT CLOSNOR STREET - U.S. BUSINESS 281 IS CURRENTLY MARKED AS AN EXISTING 100' R.O.W. AND SCHUNIOR STREET IS MARKED AS AN RIGHT-OF-WAY VARIES.
 - 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.
 - EXISTING 100-FOOT ROAD RIGHT-OF-WAY AS A RIGHT-OF-WAY VARIES.

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 01/06/2025 UNDER MY DIRECTION AND SUPERVISION.

ROBERTO N. TAMEZ, P.L.S. No. 6238 DATE: 01/06/2025



Job No. 24833.08	BOUNDARY REVISION	9/25/2025	M.L.S.
DRAWING DATE: 1/7/2025	BOUNDARY AND ADDITIONAL TOPO	1/13/2025	J.C.
DRAWN BY: J.C./J.R.C./M.L.S.	REVISION	DATE	BY
File Name: 24833.08			
T-XXX, PG. XXX			

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M MELDEN & HUNT, INC.
CONSULTANTS • ENGINEERS • SURVEYORS

115 W. McINTYRE - EDINBURG, TX 75841
PH: (956) 381-0981 - FAX: (956) 381-1839
ESTABLISHED 1947 - www.meldenandhunt.com



CITY OF EDINBURG - CITY COUNCIL

Meeting Date: November 5, 2025

VARIANCES

Agenda Item No: 9.D.

Subdivision Variance Request - Melden & Hunt, Inc.

1. Agenda Item:

Consider Variance Request to the City's Unified Development Code, Article 3, Table 3.102-1, Single-Family Detached Lot and Building Standards, Lot Area and Rear Yard, for the proposed Villas At La Sienna Subdivision, Being a 4.906 Acres Tract of Land Out of Lot 1, La Sienna Development, According to the Plat or Map Thereof Recorded in Volume 53, Page 124, Hidalgo County Map Records, Located at 1891 Burns Boulevard, as Requested by Melden & Hunt, Inc. [Jaime Acevedo, Director of Planning & Zoning]

2. Description:

The property is located along Burns Boulevard and approximately 1,600 feet East of La Sienna Parkway, and is within the City of Edinburg city limits. The proposed subdivision is for a Single-Family development consisting of 39 lots averaging approximately 4,056 square feet. Melden and Hunt, Inc., on behalf of the developer, is requesting a variance to the City's Unified Development Code (UDC) for the aforementioned subdivision. There were variances requested for the same development and were approved by City Council in December of 2024. The variance requests were for Section 5.203-1, it applies to the right-of-way width dedication, Section 5.209, this applies to sidewalks, and for Section 3.102-1 for the width of the lot.

1.) Variance Request: Section 3.102, Table 3.102-1

This requested variance is to Article 3, Table 3.102-1 as it applies to setbacks of the properties. The developer is requesting the reduction of the rear setback from 20 feet to 10 feet, as the development has a townhome development concept. As per the Unified Development Code the rear yard setback for Residential, Primary (RP) District is 20 feet.

2.) Variance Request: Section 3.102, Table 3.102-1

This requested variance is to Article 3, Table 3.102-1 as it applies to the lot area of the properties. The developer is requesting for the lot area to be reduced from 5,000 square feet to lot area averages from 3,000 square feet to 7,700 square feet. As per the Unified Development Code the lot area for Residential, Primary (RP) District is 5,000 square feet.

On October 23, 2025, the Planning & Zoning Commission recommended with a 3-1 vote to approve Variance request Number 1, and a 4-0 vote to approve Variance Request Number 2.

3. Staff's Recommendation:

Staff recommends denial of the variance request. If approved, the applicant would need to comply with all other requirements during the permitting process including the Fire Marshal 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

UNIFIED DEVELOPMENT CODE

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

ARTICLE 3 - LOT AND DESIGN STANDARDS

Division 3.100, Standards for Rural and Residential Districts

Sec. 3.101, Purpose and Applicability.

A. Purpose.

1. *District Standards* The purpose of this Division is to establish the standards for residential land uses within each zoning district. The district standards are designed to provide a specific community character, consistent with the Edinburg Comprehensive Plan. These standards vary by zoning district, community character, and, within a district, land use.
2. *Design.* This Division focuses on design, with specific standards for a variety of residential housing types to ensure that the character of Edinburg is preserved and enhanced. There are specific design regulations for various types of residential development. The residential design standards are intended to promote quality residential neighborhoods and a more environmentally sensitive design approach.

B. Applicability. This Article applies to all residential buildings and structures.

Effective on: 8/9/2022

Sec. 3.102, Standards for Rural and Residential Development

A. General Standards. The standards below apply to new residential development in Edinburg:

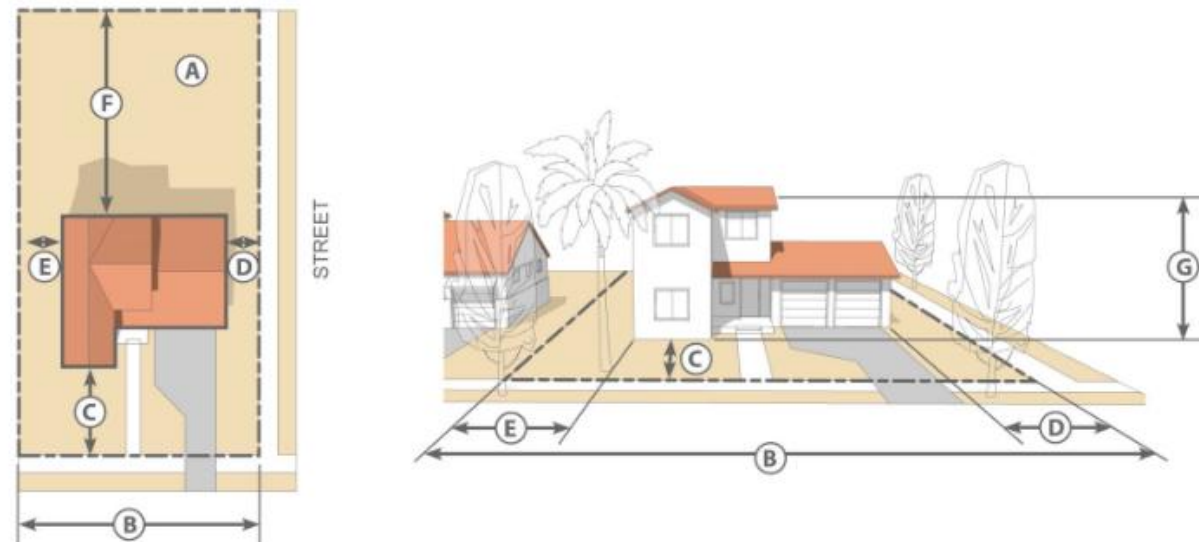
1. *Building Separation.* The walls of buildings that are located on a single lot, if not party walls, shall be no less than 12 feet apart unless reduced distancing is approved by Fire Marshall, and;
2. *Fire Code.* Shall abide by the standards in the International Fire Code, and;
3. *Drainage/Open Space.* Shall not have an impervious surface covering an area greater than 60% of the total lot.

B. District Standards. The district standards are provided in the tables of this Section.. Information relating to these standards follows:

1. *Housing Types.* The tables of this Section are grouped by housing type: Single-Family Detached, Single-Family Attached, and Multifamily. Graphic examples are included for each housing type.
2. *Zoning District.* The first column of each table reflects the zoning district.
3. *Lot Dimensions and Setbacks.* The following columns show the standards for minimum lot area, average lot width, and building setbacks.
4. *Height.* The next column sets out the maximum permitted height. The maximum building height is calculated as provided in Division 3.300, Measurements and Special Allowances.

C. Single-Family Detached. This housing type consists of a residence located on a privately-owned lot with private yards on each side of the unit, as shown in Figure 3.102-1, Single-Family Detached. Table 3.102-1, Single-Family Detached Lot and Building Standards, sets out the dimensional standards for single-family detached units.

Figure 3.102-1
Single-Family Detached



A = Lot Area; B = Lot Width; C = Street Yard; D = Street Side Yard; E = Side Yard; F = Rear Yard; G = Building Height

Table 3.102-1
Single-Family Detached Lot and Building Standards

Zoning District	Minimum						Maximum
	Lot Area	Lot Width (ft)	Street Yard ¹ (ft)	Street Side Yard (ft)	Side Yard (ft)	Rear Yard (ft)	Building Height (ft)
Agriculture and Open Space (AO)	5 ac.	300	60	30	30	40	35 / 60 ²
Residential, Suburban (RS)	15,000 sf	90	30	15	15	30	35
Residential, Primary (RP)	5,000 sf	50	20	10	6	20	35
Residential, Urban and Townhome (RM) ³	4,000 sf	40	10 / 18 ⁴	10	6 ⁵	10 / 18 ⁴	35

TABLE NOTES:

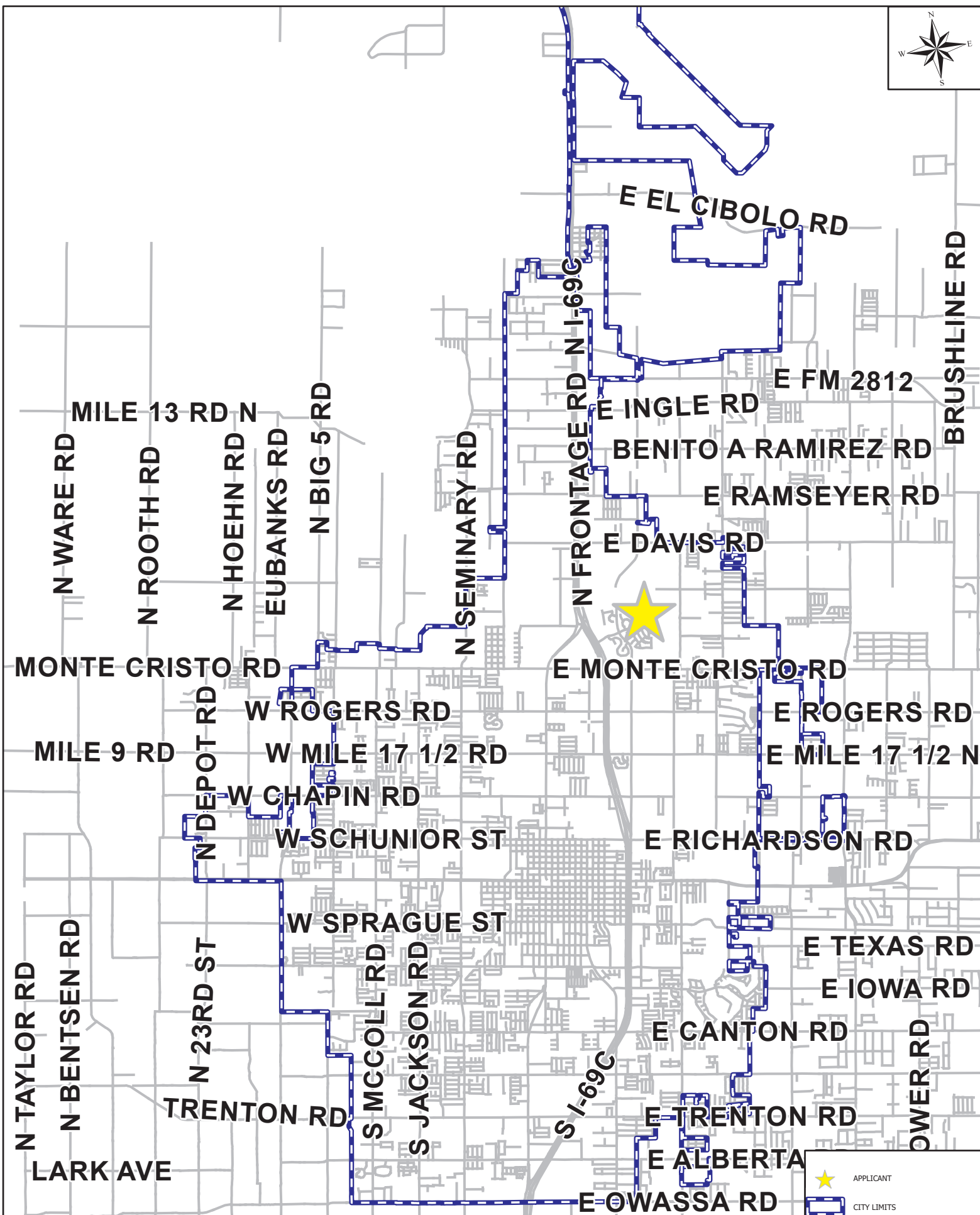
¹Street yard refers to front yard of lot. The minimum street yard setback shall be 15 feet for cul-de-sac and irregular lots in the RP District.

²The second height refers to agricultural structures.

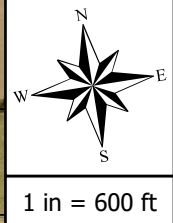
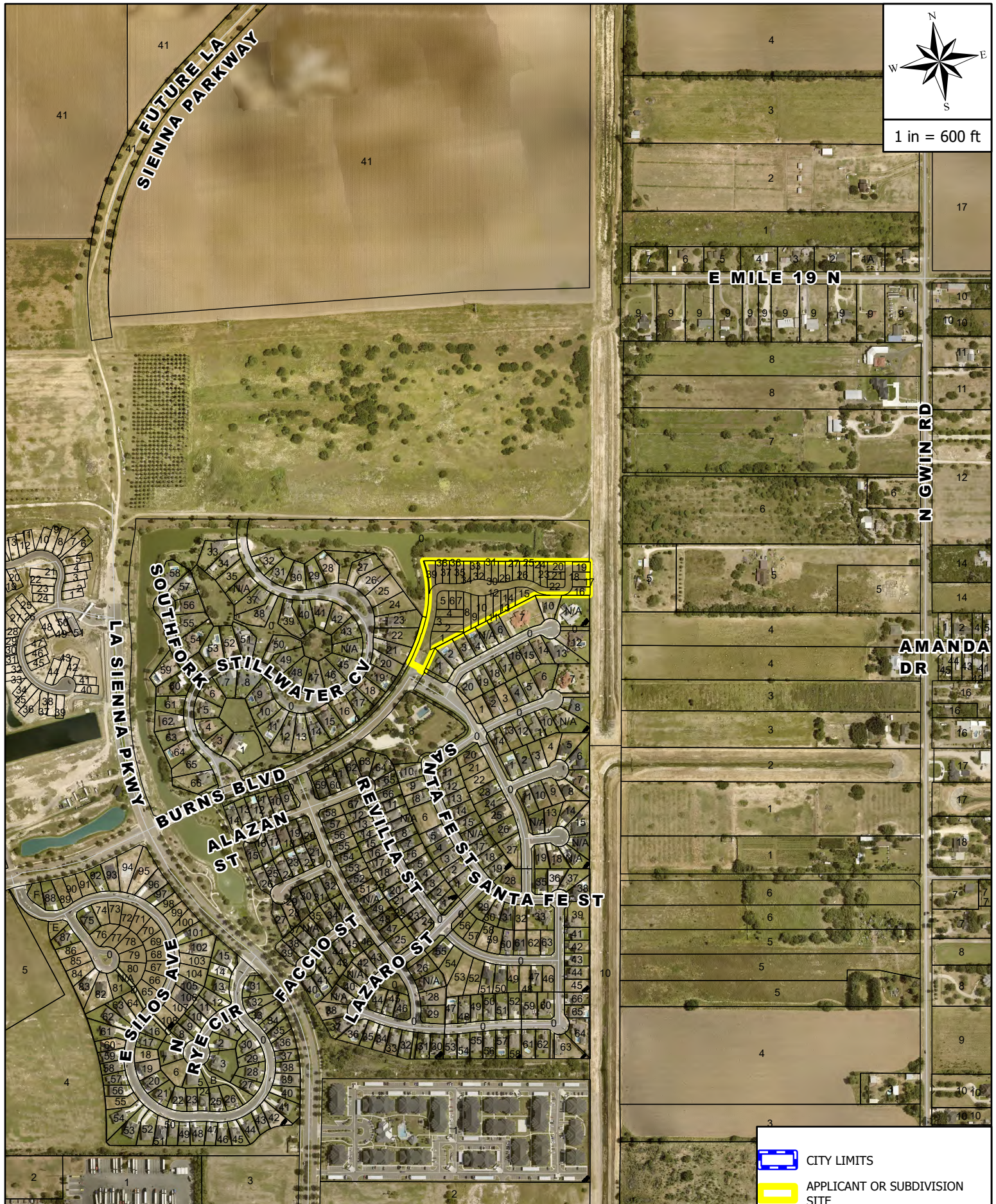
³If adjacent to an AO or RS district, lots on the perimeter of the subdivision shall meet the lot area, lot width, and setback requirements of the RP district.

⁴The first number is the house setback; the second is the setback for a front load garage.

⁵Side yard setbacks in the RM district may be reduced to 5 feet if approved by Fire Marshal.



★ APPLICANT
CITY LIMITS



AERIAL MAP
APPLICANT AND/OR SUBDIVISION:

VAR-2025-0327 1891 BURNS BLV



SUBDIVISION MAP OF
(PRIVATE)
VILLAS AT LA SIENNA
SUBDIVISION

BEING A SUBDIVISION OF 4.906 ACRES OUT OF LOT 1,
LA SIENNA DEVELOPMENT CITY OF EDINBURG
HIDALGO COUNTY TEXAS

GENERAL PLAT NOTES & RESTRICTIONS

- BUILDING SETBACKS:
 - FRONT YARD SETBACK LINE SHALL BE TEN (10) FEET OR EASEMENT WHICHEVER IS GREATER.
 - REAR YARD SETBACK LINE SHALL BE FIFTEEN (15) FEET OR EASEMENT WHICHEVER IS GREATER.
 - SIDE YARD SETBACK LINE SHALL BE FIVE (5) FEET OR EASEMENT WHICHEVER IS GREATER.
 - CUL-DE-SAC FRONT AND REAR YARD SETBACK LINE SHALL BE FIFTEEN (15) FEET OR EASEMENT WHICHEVER IS GREATER.
- THIS ENTIRE DEVELOPMENT IS ZONED RESIDENTIAL PRIMARY (RP).
- 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 COMMUNITY- PANEL NO. 4803380020 E, REVISED DATE: JUNE 6,2000
REVISED TO REFLECT LOMR: MAY 14,2001
- THE OWNERS OF THE LOTS SERVED BY THE PRIVATE STREETS, ALLEYS AND ACCESS EASEMENTS WITHIN THIS PLAT AGREE TO RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS ANY GOVERNMENTAL ENTITY FOR DAMAGES TO THE PRIVATE STREETS, ALLEYS AND ACCESS EASEMENTS OCCASIONED BY THE REASONABLE USE THEREOF BY THE GOVERNMENTAL ENTITY FOR GOVERNMENTAL PURPOSES, AND TO RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS ANY GOVERNMENTAL ENTITY FOR DAMAGES ARISING FROM THE CONDITION OF PRIVATE STREETS, ALLEYS, OR PRIVATE ACCESS EASEMENTS. THE MAINTENANCE OF PRIVATE STREET SIGNS SHALL NOT BE RESPONSIBILITY OF THE CITY OF EDINBURG.
- MINIMUM FINISHED FLOOR ELEVATION SHALL BE 18 INCHES ABOVE THE TOP OF CURB OR BASE FLOOD ELEVATION WHICH EVER IS GREATER.
- A 5 FOOT SIDEWALK WITH ADA RAMPS IS REQUIRED ALONG THE EAST SIDE OF LA SIENNA PARKWAY BY DEVELOPER DURING CONSTRUCTION. LOT OWNER WILL BE RESPONSIBLE FOR 5 FOOT SIDEWALK AND ADA RAMPS AS PER CITY OF EDINBURG STANDARDS AT BUILDING PERMIT STAGE.
- A SEPARATE PERMIT IS REQUIRED FOR SIDEWALKS DURING BUILDING PERMIT STAGE FOR RESIDENTIAL AREAS.
- NO PERMANENT STRUCTURES SHALL BE ALLOWED WITHIN UTILITY EASEMENTS, GAS EASEMENTS, IRRIGATION EASEMENTS OR LOT LINES.
- ALL INTERIOR LOT CORNERS WILL HAVE A NO.4 REBAR SET WITH PLASTIC CAP STAMPED MELDEN & HUNT, INC.
- BENCHMARK NOTES:
 - NO MORE THAN ONE SINGLE FAMILY DETACHED DWELLING SHALL BE LOCATED PER LOT.
 - ALL MONUMENTS, PARKING, LANDSCAPING AREAS, OUT PARCEL A COMMON AREA, OUT PARCEL B COMMON AREA, COMMON ACCESS, SIGNAGE, LIGHTING, LINEAR PARKWAY, DRAINAGE EASEMENTS AND OTHER NON-PUBLIC IMPROVEMENTS SHALL BE MAINTAINED BY THE HOMEOWNERS ASSOCIATION OR FUTURE LOT OWNERS WITHIN THE SUBDIVISION.
 - ALL CONSTRUCTION SHALL COMPLY WITH STORMWATER POLLUTION PREVENTION PLAN (SW3P) REQUIREMENTS. EROSION AND SEDIMENTATION CONTROLS CONSTRUCTED IN ACCORDANCE WITH THE STORMWATER ORDINANCE 98.30 OF THE CITY OF EDINBURG ARE REQUIRED FOR ALL CONSTRUCTION ON EACH LOT INCLUDING SINGLE FAMILY AND DUPLEX/MULTI-FAMILY CONSTRUCTION.
 - 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 26.639 C.F. (0.612 AC.-FT.) OF STORM WATER RUNOFF. DRAINAGE DETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS STATED IN THE DRAINAGE REPORT AND THAT THIS DETENTION WAS APPROVED AS A MASTER PLAN AND NOT A RECENT 50-YEAR STORM REVIEW.
 - ALL LOTS SHALL BE GRADED TO PROVIDE POSITIVE DRAINAGE TO FRONT OF THE LOT AT MIN. SLOPE OF 1%
 - PURSUANT TO APPLICABLE FIRE SAFETY REGULATIONS, THE INSTALLATION OF ADDITIONAL FIRE HYDRANTS, FIRE DEPARTMENT ACCESS ROADS, FIRE RATED CONSTRUCTION, AND OTHER FIRE PROTECTION EQUIPMENT MAY BE MANDATED DURING THE SITE PLAN OR BUILDING PERMIT PROCESS.

STATE OF TEXAS
COUNTY OF HIDALGO

I, WE, THE UNDERSIGNED, OWNER(S) OF THE LAND SHOWN ON THIS PLAT AND DESIGNATED HEREIN AS VILLAS AT LA SIENNA SUBDIVISION, DO HEREBY GRANT AN EASEMENT TO THE CITY OF EDINBURG AND THOSE WHO MAY NOW OR HEREFTER HOLD FRANCHISE UNDER SAID CITY. THE STREETS, STREET LIGHTS, TRAFFIC CONTROL DEVICES, SIDEWALKS AND OTHER IMPROVEMENTS AND EASEMENTS THEREON SHOWN, SURFACE USE OF THE STREET AND ALLEYS IS RESTRICTED TO THE EMPLOYEES OR AGENTS OF THE CITY OF EDINBURG. EMPLOYEES OF UTILITIES OPERATING UNDER FRANCHISE TO THE CITY ON EDINBURG AND RESIDENTS OF THE SUBDIVISION AND THEIR GUESTS. THE STREETS, AS REFLECTED UPON THE SUBDIVISION PLAT, HAVE NOT BEEN DEDICATED TO THE PUBLIC FOR PUBLIC ACCESS NOR HAVE BEEN ACCEPTED BY THE CITY AS PUBLIC IMPROVEMENTS, AND THE STREETS, STREET LIGHTS, TRAFFIC CONTROL DEVICES, SIDEWALKS AND OTHER IMPROVEMENTS SHALL BE MAINTAINED BY THE HOMEOWNERS ASSOCIATION WITHIN THE SUBDIVISION. THE STREETS 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. THE OWNERS OF LOTS SERVED BY THE PRIVATE STREETS, ALLEYS, AND ACCESS EASEMENTS WITHIN THIS PLAT AGREE TO RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS ANY GOVERNMENTAL ENTITY FOR DAMAGES TO THE PRIVATE STREETS, ALLEYS, AND ACCESS EASEMENTS OCCASIONED BY THE REASONABLE USE THEREOF BY THE GOVERNMENTS ENTITY FOR GOVERNMENTAL PURPOSES, AND TO RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS ANY GOVERNMENTAL ENTITY FOR DAMAGES ARISING FROM THE CONDITION OF PRIVATE STREETS, ALLEYS, OR PRIVATE ACCESS EASEMENTS. THE MAINTENANCE OF PRIVATE STREET SIGNS SHALL NOT BE RESPONSIBILITY OF THE CITY OF EDINBURG.

BURNS BROTHERS, LTD., A TEXAS LIMITED PARTNERSHIP

BY: SKC MANAGEMENT, L.L.C. A TEXAS LIMITED LIABILITY COMPANY, ITS
GENERAL PARTNER

BY: KENT BURNS, MANAGING PARTNER
4216 N. U.S. 281
EDINBURG, TX. 78542

STATE OF TEXAS
COUNTY OF HIDALGO

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THIS THE 20th DAY OF MAY 2024 BY KENT BURNS, MANAGING PARTNER OF SKC MANAGEMENT COMPANY, L.L.C. A TEXAS LIMITED LIABILITY COMPANY, GENERAL PARTNER OF BURNS BROTHERS, LTD., A TEXAS LIMITED PARTNERSHIP, ON ITS BEHALF IN SAID CAPACITY.

NOTARY PUBLIC, STATE OF TEXAS

STATE OF TEXAS
COUNTY OF HIDALGO

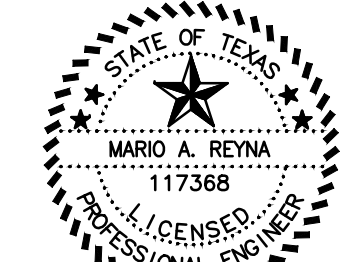
I, THE UNDERSIGNED, MARIO A. REYNA, A LICENSED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT.

DATED THIS THE 20th DAY OF MAY 2024.

MARIO A. REYNA, PROFESSIONAL ENGINEER No. 117368
STATE OF TEXAS

DATE PREPARED: 12/16/2024
ENGINEERING JOB # 24137.00

MELDEN & HUNT, INC.
TEXAS REGISTRATION F-1435



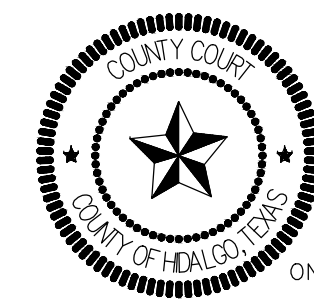
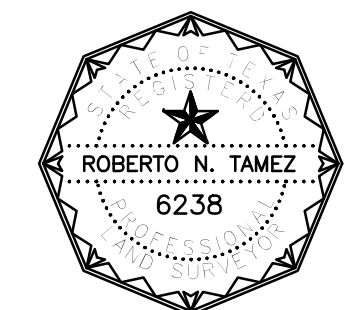
STATE OF TEXAS
COUNTY OF HIDALGO

I, ROBERTO N. TAMEZ, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY MADE FROM AN ACTUAL SURVEY MADE ON THE GROUND OF THE PROPERTY LEGALLY DESCRIBED HEREON, AND THAT THERE ARE NO APPARENT DISCREPANCIES, CONFLICTS, OVERLAPPING OF IMPROVEMENTS, VISIBLE UTILITY LINES OR ROADS IN PLACE, EXCEPT AS SHOWN ON THE ACCOMPANYING PLAT, AND THAT THE CORNER MONUMENTS SHOWN THEREON WERE PROPERLY PLACED UNDER MY SUPERVISION IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF THE CITY OF MISSION, TEXAS.

DATED THIS THE 20th DAY OF MAY 2024.

ROBERTO N. TAMEZ, PROFESSIONAL LAND SURVEYOR No.6238
STATE OF TEXAS

DATE SURVEYED: 08/14/2024
T., PG.
SURVEY JOB # 24775.08

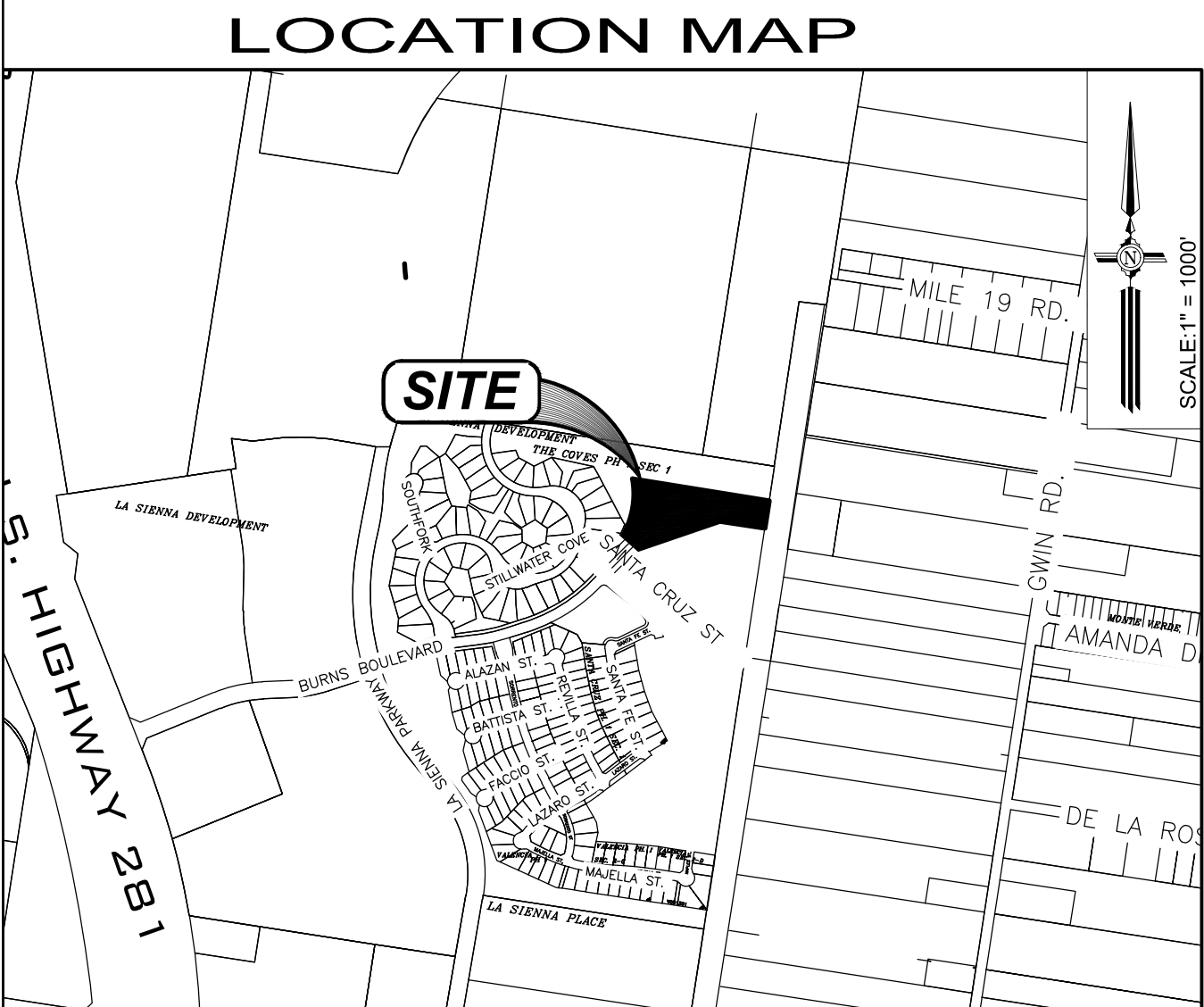
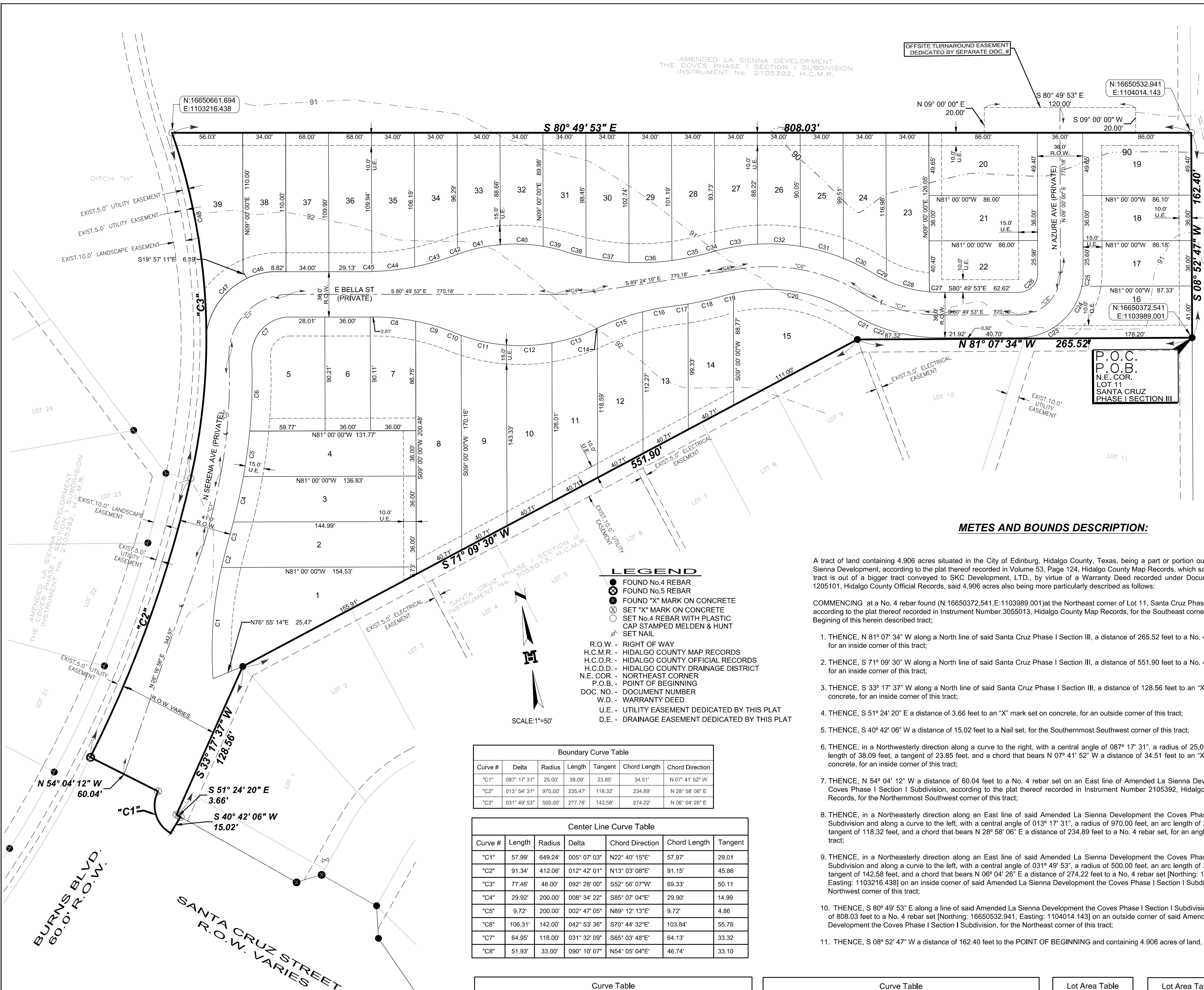


FILED FOR RECORD IN
HIDALGO COUNTY
ARTURO GUJARDO, JR.
HIDALGO COUNTY CLERK

ON: AT AM/PM

INSTRUMENT NUMBER
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS

BY: DEPUTY



Boundary Curve Table					
Curve #	Delta	Radius	Length	Tangent	Chord Direction
"C1"	08° 17' 31"	25.00'	38.89'	23.85'	34.51'
"C2"	01° 54' 31"	970.00'	236.47'	118.32'	234.89'
"C3"	03° 49' 53"	500.00'	277.78'	142.58'	274.22'

Center Line Curve Table					
Curve #	Length	Radius	Delta	Chord Direction	Chord Length
"C1"	57.99'	649.24'	00° 07' 03"	N22° 40' 15"E	57.97'
"C2"	91.34'	412.06'	01° 54' 31"	N13° 03' 08"E	91.15'
"C3"	77.46'	48.00'	09° 28' 00"	S52° 56' 07"W	69.33'
"C4"	29.92'	200.00'	00° 34' 22"	S85° 07' 04"E	29.90'
"C5"	9.72'	200.00'	00° 47' 05"	N89° 12' 13"E	9.72'
"C6"	106.31'	142.00'	04° 53' 38"	S70° 44' 32"E	103.84'
"C7"	64.95'	118.00'	03° 13' 30"	S85° 03' 48"E	64.13'
"C8"	51.93'	33.00'	09° 00' 17"	N54° 05' 04"E	46.74'

Curve Table				
Curve #	Delta	Radius	Length	Chord Direction
C1	01° 56' 38"	300.00'	88.72'	S 13° 30' 06" W
C2	00° 48' 19"	300.00'	14.89'	S 23° 22' 34" W
C3	00° 16' 42"	1011.00'	22.56'	N 24° 08' 22" E
C4	00° 28' 26"	614.80'	36.92'	N 21° 45' 46" E
C5	00° 50' 44"	430.00'	36.37'	N 17° 00' 29" E
C6	00° 53' 00"	430.00'	59.16'	N 10° 38' 37" E
C7	09° 28' 00"	30.00'	48.42'	S 12° 56' 07" W
C8	01° 13' 30"	170.00'	33.31'	N 75° 13' 05" W
C9	01° 47' 21"	170.00'	32.01'	N 64° 12' 37" W
C10	00° 22' 00"	140.00'	5.78'	S 59° 59' 56" E
C11	01° 57' 15"	140.00'	36.95'	S 68° 44' 33" E
C12	01° 47' 26"	140.00'	36.14'	S 83° 41' 54" E
C13	01° 56' 07"	140.00'	36.90'	N 81° 21' 20" E
C14	00° 17' 46"	200.00'	1.03'	S 73° 57' 09" W
C15	01° 57' 08"	200.00'	38.23'	S 79° 34' 36" W
C16	00° 18' 49"	200.00'	25.53'	S 88° 42' 35" W
C17	00° 40' 19"	236.00'	11.01'	S 88° 58' 10" E
C18	00° 04' 01"	236.00'	29.11'	N 86° 09' 40" E
C19	00° 38' 46"	124.00'	7.89'	S 84° 27' 02" W
C20	04° 25' 51"	124.00'	96.16'	N 71° 30' 39" W
C21	01° 17' 47"	136.00'	26.81'	S 54° 56' 37" E
C22	02° 14' 22"	136.00'	48.04'	S 70° 42' 42" E
C23	04° 10' 07"	51.00'	37.54'	N 78° 05' 04" E
C24	03° 13' 41"	51.00'	32.25'	N 38° 53' 09" E
C25	01° 46' 19"	51.00'	10.48'	N 14° 53' 09" E

Curve Table				
Curve #	Delta	Radius	Length	Chord Direction
C26	09° 10' 07"	15.00'	23.61'	N 54° 05' 04" E
C27	00° 48' 53"	100.00'	8.34'	S 78° 26' 28" E
C28	02° 16' 56"	100.00'	35.40'	S 65° 54' 32" E
C29	00° 28' 21"	100.00'	11.30'	S 52° 31' 54" E
C30	00° 40' 33"	160.00'	27.02'	N 54° 08' 00" W
C31	01° 42' 21"	160.00'	35.39'	N 65° 18' 27" W
C32	01° 13' 05"	160.00'	34.12'	N 77° 45' 10" W
C33	01° 21' 08"	160.00'	34.49'	S 89° 57' 43" W
C34	00° 09' 30"	160.00'	3.23'	S 83° 12' 24" W
C35	00° 03' 02"	220.45'	34.82'	N 66° 47' 10" E
C36	00° 45' 39"	200.00'	34.07'	S 83° 26' 29" E
C37	00° 49' 59"	200.00'	34.32'	S 73° 38' 40" E
C38	00° 01' 33"	200.00'	17.54'	S 66° 12' 53" E
C39	00° 33' 24"	133.00'	17.54'	N 67° 28' 49" W
C40	01° 42' 00"	133.00'	34.12'	N 78° 36' 31" W
C41	01° 02' 41"	133.00'	34.92'	S 86° 31' 06" W
C42	00° 42' 38"	133.00'	1.65'	S 78° 38' 30" W
C43	00° 40' 41"	200.00'	33.78'	N 83° 07' 33" E
C44	00° 48' 30"	200.00'	34.24'	S 87° 07' 52" E
C45	00° 23' 45"	200.00'	4.87'	S 81° 31' 45" E
C46	02° 03' 33"	57.08'	22.97'	S 85° 27' 37" W
C47	05° 13' 10"	57.08'	56.01'	S 45° 49' 15" W
C48	01° 31' 01"	500.00'	161.59'	N 00° 35' 00" W

Lot Area Table			Lot Area Table		
Lot #	SQ. FT.	Area	Lot #	SQ. FT.	Area
1	7864.02	0.176	21	3096.00	0.071
2	5393.42	0.124	22	3465.53	0.080
3	5086.00	0.116	23	4168.31	0.096
4	4825.56	0.111	24	3666.98	0.084
5	5060.27	0.116	25	3199.46	0.073
6	3245.74	0.075	26	3010.07	0.069
7	3206.19	0.074	27	3071.94	0.071
8	6694.30	0.154	28	3329.66	0.076
9	5612.87	0.129	29	3483.34	0.080
10	4820.03	0.111	30	3437.14	0.079
11	4370.44	0.100	31	3198.83	0.073
12	4178.55	0.096	32	3012.06	0.069
13	3820.93	0.088	33	3117.49	0.072
14	3374.01	0.077	34	3460.28	0.079
15	6392.22	0.147	35	3690.91	0.085
16	4167.22	0.096	36	3741.62	0.086
17	3107.51	0.071	37	3738.31	0.086
18	3101.08	0.071	38	3790.54	0.087
19	4261.87	0.098	39	5257.91	0.121
20	4259.21	0.098			

HIDALGO COUNTY DRAINAGE DISTRICT NO.1

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

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

CITY SECRETARY

I, THE UNDERSIGNED, CHAIRPERSON OF THE PLANNING AND ZONING COMMISSION OF THE CITY OF EDINBURG, HEREBY CERTIFY THAT THIS SUBDIVISION PLAT KNOWN AS VILLAS AT LA SIENNA SUBDIVISION, CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THIS CITY WHEREIN MY APPROVAL IS REQUIRED

AND HAS BEEN APPROVED FOR RECORDING ON THE 20th DAY OF MAY 2024.

CHAIRPERSON PLANNING AND ZONING COMMISSION

PRINCIPAL CONTACTS
OWNER: KENT BURNS
ENGINEER: MARIO A. REYNA
SURVEYOR: ROBERTO N. TAMEZ
ADDRESS: 4216 N. U.S. 281
115 W. MCINTYRE
115 W. MCINTYRE
CITY & ZIP: EDINBURG, TX 78542
EDINBURG, TX 78541
EDINBURG, TX 78541
PHONE: C/0956-381-0981
(956) 381-0981
(956) 381-1839
FAX: 381-1839
381-1839

DRAWN BY: LH DATE 01-27-2025
SURVEYED, CHECKED DATE
FINAL CHECK DATE

M MELDEN & HUNT, INC.
CONSULTANTS • ENGINEERS • SURVEYORS
115 W. MCINTYRE - EDINBURG, TX 78541
PH: (956) 381-0981 - FAX: (956) 381-1839
ESTABLISHED 1947 - www.meldenandhunt.com



CITY OF EDINBURG - CITY COUNCIL

Meeting Date: November 5, 2025

VARIANCES

Agenda Item No: 9.E.

Subdivision Variance Request - Rio Delta Engineering

1. Agenda Item:

Consider Variance Request to the City's Unified Development Code, Article 3, Table 3.102-1, Single-Family Detached Lot and Building Standards, for the Proposed Sunset Groves Subdivision, Being a 9.14 Acres Out of Lot 4, Block 8 Santa Cruz Gardens Unit No. 3, According to the Map or Plat in Volume 9, Page 3, Map Records of Hidalgo County, Texas, Located at 4801 N. Doolittle Road, as Requested by Rio Delta Engineering. [Jaime Acevedo, Director of Planning & Zoning]

2. Description:

The property is located on the west side of N. Doolittle Road and approximately 980 feet north of E. Mile 19 N, and is within the City of Edinburg city limits. The proposed subdivision is for a single family development consisting of 42 lots averaging approximately from 6,474 square feet to 9,406 square feet. Rio Delta Engineering, on behalf of the developer, is requesting a variance to the City's Unified Development Code (UDC) for the aforementioned subdivision.

Variance Request: Section 3.102, Table 3.102-1

This requested variance is to Article 3, Table 3.102-1 as it applies to setbacks of the properties. The developer is requesting the reduction of the side setback from 6 feet to 5 feet, as the dimensions of the proposed homes for the subdivision Sunset Groves will have 42 feet in width. The current lot width is between 50 and 52 feet. As per the Unified Development Code the side yard setback for Residential, Primary (RP) District is 6 feet.

On October 9, 2025, the Planning & Zoning Commission recommended with a vote of 4-3 to approve the Subdivision Variance Request with the condition a plat note be placed on the Subdivison Plat stating all residential construction is to be of Fire Rated Material.

3. Staff's Recommendation:

Staff recommends denial of the variance request due to the request not coinciding with the Unified Development Code. If approved, the applicant would need to comply with all other requirements during the permitting process including the Fire Marshal 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

UNIFIED DEVELOPMENT CODE

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

ARTICLE 3 - LOT AND DESIGN STANDARDS

Division 3.100, Standards for Rural and Residential Districts

Sec. 3.101, Purpose and Applicability.

A. Purpose.

1. *District Standards* The purpose of this Division is to establish the standards for residential land uses within each zoning district. The district standards are designed to provide a specific community character, consistent with the Edinburg Comprehensive Plan. These standards vary by zoning district, community character, and, within a district, land use.
2. *Design*. This Division focuses on design, with specific standards for a variety of residential housing types to ensure that the character of Edinburg is preserved and enhanced. There are specific design regulations for various types of residential development.. The residential design standards are intended to promote quality residential neighborhoods and a more environmentally sensitive design approach.

B. Applicability. This Article applies to all residential buildings and structures.

Effective on: 8/9/2022

Sec. 3.102, Standards for Rural and Residential Development

A. General Standards. The standards below apply to new residential development in Edinburg:

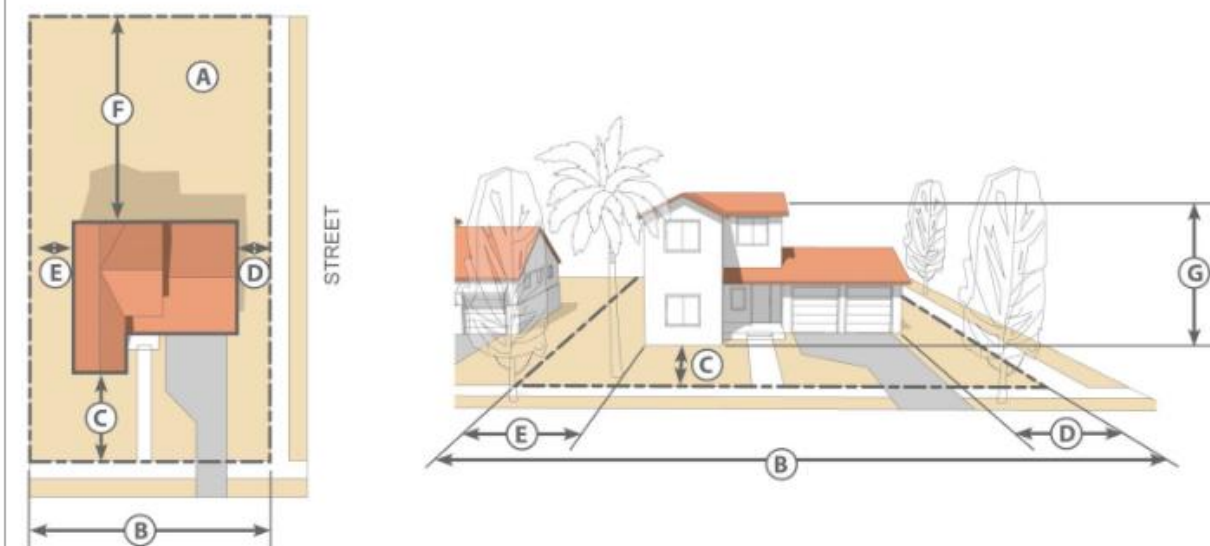
1. *Building Separation*. The walls of buildings that are located on a single lot, if not party walls, shall be no less than 12 feet apart unless reduced distancing is approved by Fire Marshall, and;
2. *Fire Code*. Shall abide by the standards in the [International Fire Code](#), and;
3. *Drainage/Open Space*. Shall not have an impervious surface covering an area greater than 60% of the total lot.

B. District Standards. The district standards are provided in the tables of this Section.. Information relating to these standards follows:

1. *Housing Types*. The tables of this Section are grouped by housing type: [Single-Family Detached](#), Single-Family Attached, and Multifamily. Graphic examples are included for each housing type.
2. *Zoning District*. The first column of each table reflects the zoning district.
3. *Lot Dimensions and Setbacks*. The following columns show the standards for minimum lot area, average lot width, and building setbacks.
4. *Height*. The next column sets out the maximum permitted height. The maximum building height is calculated as provided in Division 3.300, *Measurements and Special Allowances*.

C. Single-Family Detached. This housing type consists of a residence located on a privately-owned lot with private yards on each side of the unit, as shown in Figure 3.102-1, Single-Family Detached. Table 3.102-1, Single-Family Detached Lot and Building Standards, sets out the dimensional standards for single-family detached units.

Figure 3.102-1
Single-Family Detached



A = Lot Area; B = Lot Width; C = Street Yard; D = Street Side Yard; E = Side Yard; F = Rear Yard; G = Building Height

Table 3.102-1
Single-Family Detached Lot and Building Standards

Zoning District	Minimum						Maximum
	Lot Area	Lot Width (ft)	Street Yard ¹ (ft)	Street Side Yard (ft)	Side Yard (ft)	Rear Yard (ft)	Building Height (ft)
Agriculture and Open Space (AO)	5 ac.	300	60	30	30	40	35 / 60 ²
Residential, Suburban (RS)	15,000 sf	90	30	15	15	30	35
Residential, Primary (RP)	5,000 sf	50	20	10	6	20	35
Residential, Urban and Townhome (RM) ³	4,000 sf	40	10 / 18 ⁴	10	6 ⁵	10 / 18 ⁴	35

TABLE NOTES:

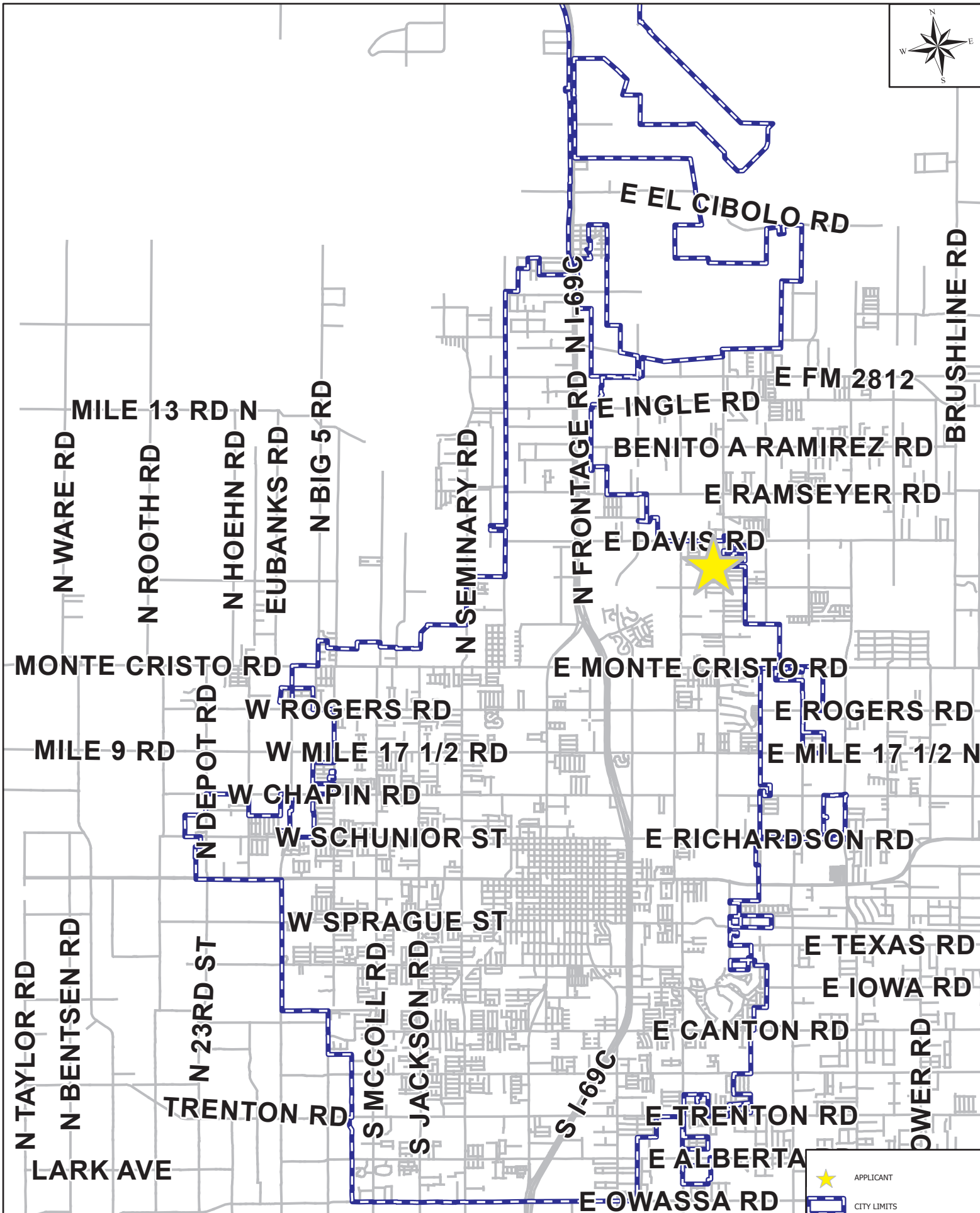
¹Street yard refers to front yard of lot. The minimum street yard setback shall be 15 feet for cul-de-sac and irregular lots in the RP District.

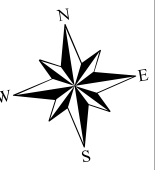
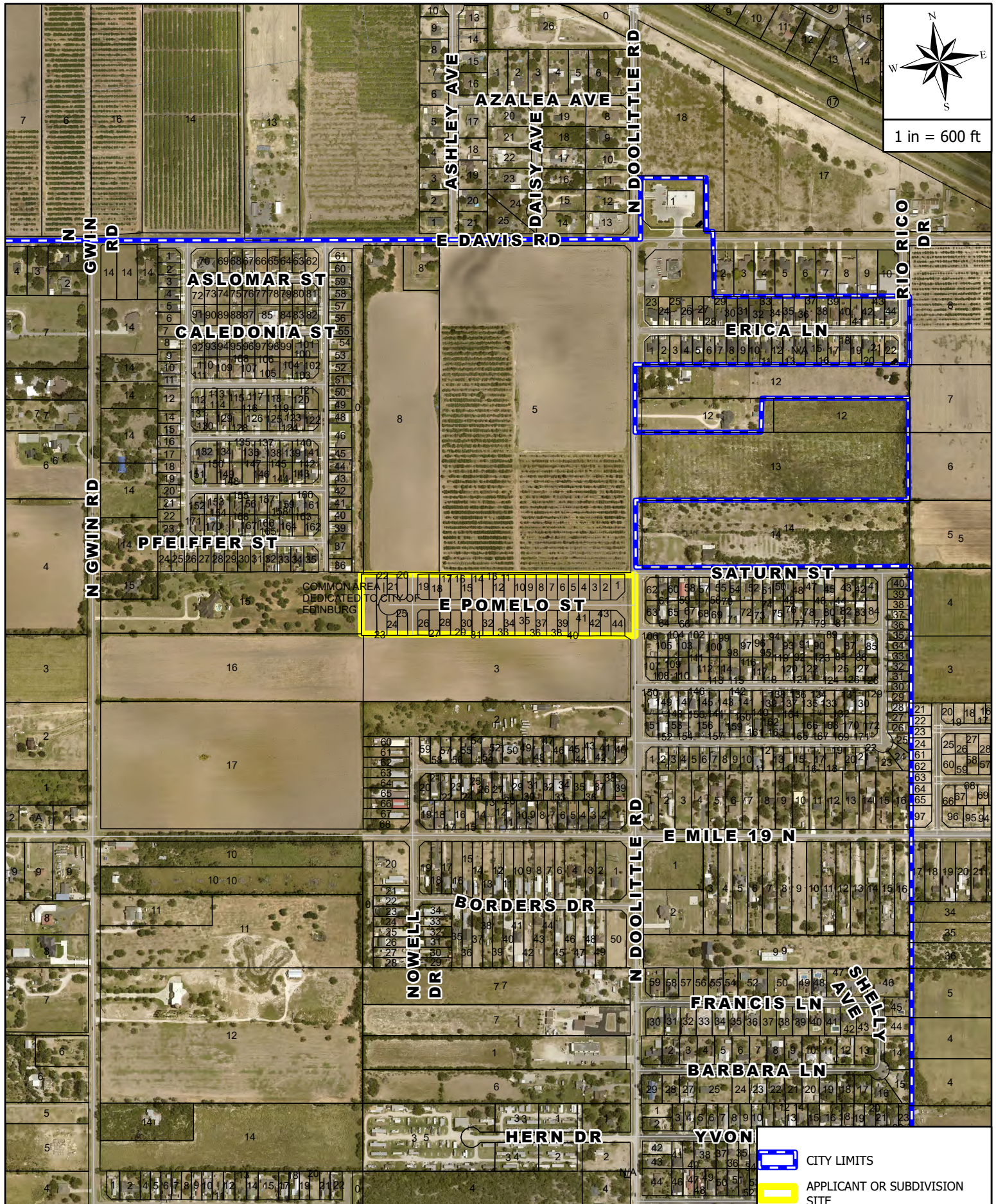
²The second height refers to agricultural structures.

³If adjacent to an AO or RS district, lots on the perimeter of the subdivision shall meet the lot area, lot width, and setback requirements of the RP district.

⁴The first number is the house setback; the second is the setback for a front load garage.

⁵Side yard setbacks in the RM district may be reduced to 5 feet if approved by Fire Marshal.



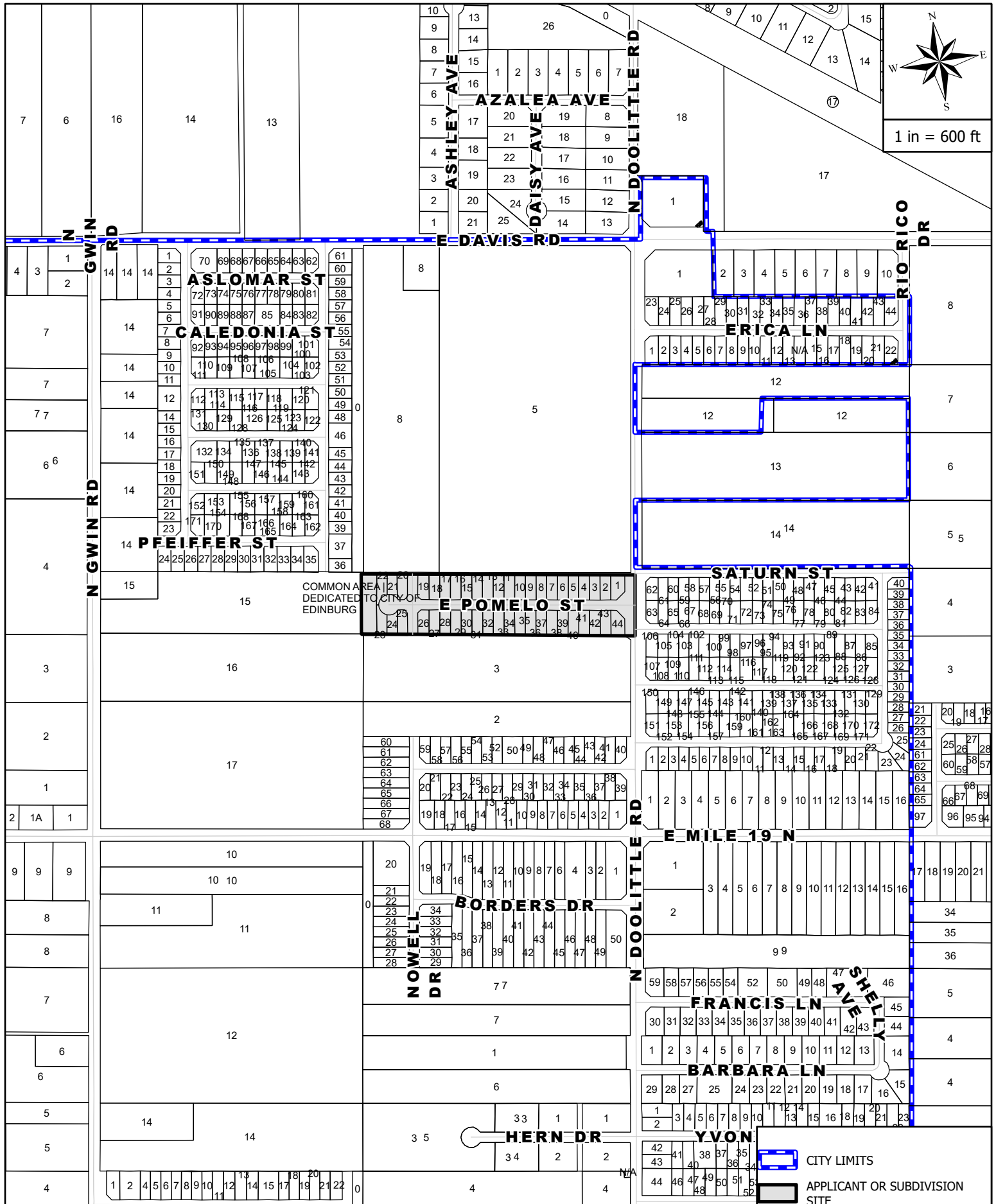


1 in = 600 ft



AERIAL MAP
APPLICANT AND/OR SUBDIVISION:
VAR-2025-0323 SUNSET GROVES PHASE I

CITY LIMITS
 APPLICANT OR SUBDIVISION SITE



MAILOUT AND SITE MAP

APPLICANT AND/OR SUBDIVISION:

VAR-2025-0323 SUNSET GROVES PHASE I

DATE OF PREPARATION: JULY 31, 2025

SUNSET GROVES SUBDIVISION

BEING A 9.14 ACRES OUT OF LOT 4, BLOCK 8 SANTA CRUZ GARDENS UNIT NO. 3, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 9, PAGE 3, MAP RECORDS OF HIDALGO COUNTY, TEXAS.

ABBREVIATION LEGEND

F.B.S.L. FRONT BUILDING SETBACK LINE
R.B.S.L. REAR BUILDING SETBACK LINE
S.B.S.L. SIDE BUILDING SETBACK LINE
R.O.W. RIGHT-OF-WAY
P.O.B. POINT OF BEGINNING
P.O.C. POINT OF COMMENCING
S.W.C. SOUTHWEST CORNER
F.T. FARM TRACT
F.M. FARM-TO-MARKET
U.E. UTILITY EASEMENT
T.E. TECHNICAL EASEMENT
E.U.E. ELECTRICAL AND UTILITY EASEMENT
C.L. CENTER LINE
L.O. LOT LINE

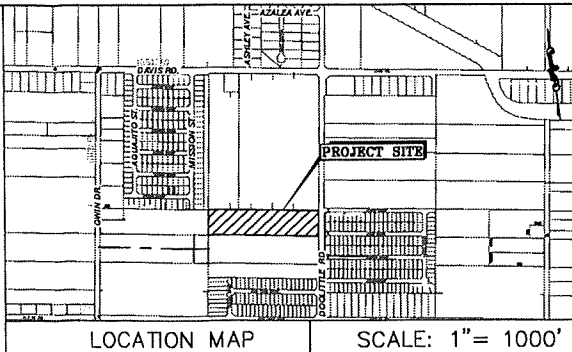
PARCELS LOTS - LINE TABLE		
LINE No.	LENGTH	DIRECTION
L1	40.84	S83° 44' 55"W
L2	21.25	N36° 15' 18"W
L3	21.17	N53° 45' 02"E
L4	10.00	S81° 08' 59"E
L5	21.25	N36° 15' 12"W
L6	21.18	S83° 44' 44"W
L7	41.08	N36° 15' 05"W

PARCELS LOTS - CURVE TABLE					
CURVE No.	LENGTH	RADIUS	DELTA	CHORD DIRECTION	CHORD LENGTH
C1	6.17	50.00	7.07	S24° 41' 31"E	8.16
C2	56.43	50.00	64.67	S60° 33' 35"E	53.48
C3	68.28	50.00	78.28	N47° 58' 42"E	63.11
C4	55.55	50.00	78.67	N30° 29' 05"W	63.38
C5	55.43	50.00	64.67	N77° 50' 49"E	53.48
C6	5.81	50.00	6.64	S42° 10' 55"W	5.81

LEGEND

- SET 1/2 INCH IRON ROD
- FOUND 1/2 INCH IRON ROD
- FOUND 5/8 INCH IRON ROD
- ▲ FOUND COTTON PICKER SPINDLE
- FOUND 60-D NAIL
- ▲ SET COTTON PICKER SPINDLE
- POWER POLE
- GUY WIRE
- FOUND FENCE POST
- TRAFFIC SIGN
- WATER METER
- WATER VALVE
- IRRIGATION STAND PIPE
- DEED RECORD CALL
- NATURAL GROUND
- CALCULATED POINT
- ELECTRICAL & UTILITY EASEMENT

SCALE: 1"=60'
BASED ON BEARING
TEXAS STATE PLANE COORDINATES
NAD 83
TEXAS SOUTH ZONE (4205)
WESTERN DATA SYSTEMS NETWORK



METES AND BOUNDS DESCRIPTION

BEING A 9.14 ACRES TRACT OF LAND MORE OR LESS SITUATED IN THE CITY OF EDINBURG, HIDALGO COUNTY, TEXAS, SAID 9.14 ACRES BEING ALL OF LOT 4, BLOCK 8, SANTA CRUZ GARDENS UNIT NO. 3, RECORDED IN VOLUME 9, PAGE 3, MAP RECORDS OF HIDALGO COUNTY, TEXAS, AND SAID 9.14 ACRES TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING ON A COTTON PICKER SPINDLE SET AT THE NORTHEAST CORNER OF THE SAID LOT 4, BLOCK 8, SAME BEING A POINT ON THE CENTERLINE OF N. DOOLITTLE ROAD, FOR THE NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT AND THE POINT OF BEGINNING:

THENCE, S 08° 38' 27" W ALONG THE EAST LINE OF THE SAID LOT 4, BLOCK 8, SAME BEING ALONG THE CENTERLINE OF N. DOOLITTLE ROAD, TO THE SOUTHEAST CORNER OF THE SAID LOT 4, BLOCK 8, A DISTANCE OF 299.00 FEET TO A COTTON PICKER SPINDLE SET FOR THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, N 01° 08' 59" W ALONG THE DIVIDING LINE BETWEEN LOTS 3 AND 4, BLOCK 8, OF THE SAID SANTA CRUZ GARDENS UNIT NO. 3, TO THE SOUTHWEST CORNER OF THE SAID LOT 4, BLOCK 8, SAME BEING THE NORTHWEST CORNER OF THE SAID LOT 3, BLOCK 8, A DISTANCE OF 1332.01 FEET TO A 1/2-INCH CAPPED IRON ROD SET FOR THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, N 08° 38' 37" E ALONG THE DIVIDING LINE BETWEEN LOTS 4 AND 15, BLOCK 8, OF THE SAID SANTA CRUZ UNIT NO. 3, TO THE NORTHWEST CORNER OF THE SAID LOT 4, BLOCK 8, SAME BEING THE NORTHEAST CORNER OF THE SAID LOT 15, BLOCK 8, A DISTANCE OF 299.00 FEET TO A 1/2-INCH CAPPED IRON ROD SET FOR THE NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, S 81° 08' 59" E ALONG THE NORTH LINE OF THE SAID LOT 4, BLOCK 8, OF THE SAID SANTA CRUZ GARDENS UNIT NO. 3, A DISTANCE OF 1332.01 FEET TO THE POINT AND PLACE OF BEGINNING, SAID TRACT CONTAINING 9.14 ACRES OF LAND, MORE OR LESS.

GENERAL PLAT NOTES

- FLOOD ZONE STATEMENT:
FLOOD ZONE DESIGNATION: THE SUBDIVISION IS IN ZONE "X", 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. COMMUNITY PANEL NO. 480338 0020 E, REVISED JUNE 5, 2000, REVISED TO REFLECTED LOWR DATED MAY 14, 2001.
- MINIMUM FINISH FLOOR ELEVATION SHALL BE 18 INCHES ABOVE TOP OF CURB AT FRONT AND CENTER OF LOT.
- THIS PROPERTY IS ZONED PRIMARY RESIDENTIAL.
- SETBACKS:
FRONT: 20.00 FEET OR EASEMENT WHICHEVER IS GREATER
REAR: 20.00 FEET OR EASEMENT WHICHEVER IS GREATER
SIDES: 10.00 FEET OR EASEMENT WHICHEVER IS GREATER
STREET SIDE: 10.00 FEET OR EASEMENT WHICHEVER IS GREATER
CORNER: 10.00 FEET OR EASEMENT WHICHEVER IS GREATER
GARAGE: 10.00 FEET OR EASEMENT WHICHEVER IS GREATER
- NO MORE THAN ONE-SINGLE FAMILY DETACHED DWELLING SHALL BE LOCATED ON THE LOT. THIS MUST BE STIPULATED ON ALL DEEDS AND CONTRACTS FOR DEEDS. APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPANCY OF THE LOT. ANY OTHER USE SHALL REQUIRE HEALTH, PLANNING AND FIRE MARSHALL APPROVAL.
- EACH PURCHASE CONTRACT MADE BETWEEN A SUBDIVIDER AND PURCHASER OF A LOT IN THIS SUBDIVISION SHALL CONTAIN A STATEMENT DESCRIBING HOW AND WHEN WATER, SEWER, ELECTRICITY, AND GAS SERVICES WILL BE MADE AVAILABLE TO THE SUBDIVISION.
- ALL PUBLIC UTILITIES EASEMENTS DEDICATED BY THIS PLAT SHALL BE A MINIMUM WIDTH OF 15.00 FEET AS PER THE HIDALGO COUNTY MODEL SUBDIVISION RULES. BY SIGNING THIS PLAT, DEVELOPER AND ENGINEER CERTIFY THAT ALL OTHER EASEMENTS SHOWN COMPLY WITH THE SIZE REQUIRED BY EACH UTILITY PROVIDER OCCUPANCY AN EASEMENT.
- ANY ADDITION TO EXISTING RESIDENCE STRUCTURE OR NEW PROPOSED DWELLING ON THE LOT MUST COMPLY WITH ALL SETBACK RESTRICTIONS RECORDED ON THIS PLAT.
- THE LOT SHALL HAVE A POST DEVELOPMENT FINISHED GRADE FROM THE REAR OF THE LOT TO THE CURB AT A 1% SLOPE TO ACCOMPLISH POSITIVE DRAINAGE. THIS IS ACCORDANCE WITH CITY OF EDINBURG STANDARDS.
- BENCHMARKS (B.M.):
FROM ROAD BEING APPROXIMATELY 25 FEET WEST OF THE SOUTHWEST CORNER OF THIS SUBDIVISION. TOP OF ROD ELEV.=89.04 (N.A.V.D. 88) NORTHING=1665226.7700 EASTING=1105908.8510 (TEXAS STATE PLANE COORDINATES, N.A.V.D. 83)
- DRAINAGE:
IN ACCORDANCE WITH THE CITY OF EDINBURG DRAINAGE POLICY, HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 REQUIREMENTS AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO DETAIN A TOTAL OF 48,888 CUBIC-Feet OR 1.125 ACRE-Feet OF STORM WATER RUNOFF.
- ONLY ONE SINGLE FAMILY DWELLING PER LOT.
- NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT. 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 THAT WOULD INTERFERE WITH THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.
- ALL LOT CORNERS ARE SET 1/2 INCH IRON RODS WITH CAP.
- A FIVE (5.00) FOOT SIDEWALK IS REQUIRED AT BUILDING PERMIT STAGE BY LOT OWNER. SIDEWALK MUST BE 3 (3.00) FOOT FROM BACK OF CURB.
- ALL RIGHT-OF-WAY & EASEMENTS SHOWN ARE DEDICATED BY THIS PLAT, UNLESS STATED OTHERWISE.
- THERE ARE NO WATER WELLS WITHIN 150 FEET FROM THE BOUNDARIES ON THIS SUBDIVISION
- THE HOMEOWNERS' ASSOCIATION FOR THIS SUBDIVISION WILL BE SOLELY RESPONSIBLE FOR ALL MAINTENANCE OF THE PROPOSED DETENTION AREA.
- 5' WIDE CONCRETE SIDEWALK AND ADA RAMPS ARE REQUIRED ALONG N. DOOLITTLE ROAD AT SUBDIVISION CONSTRUCTION PHASE.
- ALL CONSTRUCTION SHALL COMPLY WITH STORMWATER POLLUTION PREVENTION PLAN (SWPP) REQUIREMENTS. EROSION AND SEDIMENTATION CONTROLS CONSTRUCTED IN ACCORDANCE WITH THE STORMWATER ORDINANCE 98.50 OF THE CITY OF EDINBURG ARE REQUIRED FOR ALL CONSTRUCTION ON EACH LOT INCLUDING SINGLE FAMILY AND DUPLEX/FULL-FAMILY CONSTRUCTION.
- \$300.00 PARKLAND FEE IS TO BE PAID AT BUILDING PERMIT STAGE.
- ALL IRRIGATION EASEMENTS ARE EXCLUSIVE TO HIDALGO COUNTY CONSOLIDATED WATER CONTROL AND IMPROVEMENT DISTRICT, AND THE DISTRICT ALLOWS NO OTHER UTILITIES OR OUTSIDE USE WITHOUT ITS EXPRESS WRITTEN APPROVAL.
- NO UTILITY COMPANY, PUBLIC ENTITY, PARTY OR PERSON IS ALLOWED TO CROSS ABOVE OR BELOW GROUND ANY IRRIGATION TRACT EASEMENT OR RIGHT OF WAY WITH LINES, POLES, OPEN DITCHES OR OTHER USE WITHOUT FIRST OBTAINING A CROSSING PERMIT FROM HIDALGO COUNTY CONSOLIDATED WATER CONTROL AND IMPROVEMENT DISTRICT.
- 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.
- 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.

OWNER'S ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF HIDALGO
I, (WE) THE UNDERSIGNED OWNER(S) OF THE LAND SHOWN ON THIS PLAT, AND DESIGNATED HEREIN AS THE SUNSET GROVES SUBDIVISION, ADDITION OF THE CITY OF EDINBURG AND COUNTY OF HIDALGO, AND WHOSE NAME IS SUBSCRIBED HERETO, HEREBY DEDICATE TO THE USE OF THE PUBLIC FOREVER ALL STREETS, ALLEYS, PARKS, WATERCOURSES, DRAINS, EASEMENTS AND PUBLIC PLACES THEREON SHOWN FOR THE PURPOSE OF CONSIDERATION THEREIN EXPRESSED.

RENE GARZA, MANAGER
RG ENTERPRISES LLC
711 E WISCONSIN RD
EDINBURG, TEXAS 78539

STATE OF TEXAS
COUNTY OF HIDALGO
BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED RENE GARZA, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR PURPOSES AND CONSIDERATIONS THEREIN STATED.

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

NOTARY PUBLIC COUNTY OF HIDALGO DATE

HIDALGO COUNTY CONSOLIDATED WATER CONTROL AND IMPROVEMENT DISTRICT

THIS PLAT IS HEREBY APPROVED BY THE HIDALGO COUNTY CONSOLIDATED WATER CONTROL AND IMPROVEMENT DISTRICT ON THIS _____ DAY OF _____, 2025.

NO IMPROVEMENTS OF ANY KIND (INCLUDING WITHOUT LIMITATION TREES, FENCES AND BUILDINGS) SHALL BE PLACED UPON HIDALGO COUNTY CONSOLIDATED WATER CONTROL AND IMPROVEMENT DISTRICT RIGHT OF WAYS OR EASEMENTS. APPROVAL OF THIS PLAT DOES NOT CONSTITUTE A CONVEYANCE, WAIVER OR ABANDONMENT OF ANY PROPERTY INTEREST HELD BY THE DISTRICT IN THE PROPERTY SHOWN ON THE PLAT, OR THE ACCEPTANCE OR APPROVAL OF THE ACCURACY OF ANY STATEMENT, DIMENSION OR DESCRIPTION SHOWN ON THE PLAT.

PRESIDENT ATTEST: SECRETARY

PRINCIPAL CONTACTS:

NAME	ADDRESS	PHONE & FAX
OWNER: RG ENTERPRISES LLC	711 E WISCONSIN RD	EDINBURG, TX 78539 (956) 373-0650
ENGINEER: NAW GARCIA, P.E., R.P.L.S.	921 SOUTH 10th AVE.	EDINBURG, TX 78539 (956) 380-5152 (956) 380-5083
SURVEYOR: NAW GARCIA, P.E., R.P.L.S.	921 SOUTH 10th AVE.	EDINBURG, TX 78539 (956) 380-5152 (956) 380-5083

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 CERTIFICATE

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER TEXAS WATER CODE NO. 49.211(C). THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE DRAINAGE STRUCTURES DESCRIBED ARE APPROPRIATE FOR THE SPECIFIC SUBDIVISION, BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. IT IS THE RESPONSIBILITY OF THE DEVELOPER OF THE SUBDIVISION AND ITS ENGINEER TO MAKE THESE DETERMINATIONS.

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

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

STATE OF TEXAS
COUNTY OF HIDALGO

WE, THE UNDERSIGNED, CERTIFY THAT THIS PLAT OF SUNSET GROVES SUBDIVISION WAS REVIEWED AND APPROVED BY THE CITY OF EDINBURG ON THIS _____ DAY OF _____, 2025.

MAYOR, CITY OF EDINBURG DATE

SECRETARY, CITY OF EDINBURG DATE

CITY OF EDINBURG
STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED CHAIRPERSON OF THE PLANNING AND ZONING COMMISSION OF THE CITY OF EDINBURG, HEREBY CERTIFY THAT THIS SUBDIVISION PLAT KNOWN AS SUNSET GROVES SUBDIVISION CONFORMS TO ALL REQUIREMENTS TO THE SUBDIVISIONS REGULATIONS OF THIS CITY WHEREIN IN MY APPROVAL, IS REQUIRED AND HAS BEEN APPROVED FOR RECORDING ON THE _____ DAY OF _____, 2025.

CHAIRPERSON, PLANNING AND ZONING COMMISSION DATE

STATE OF TEXAS
COUNTY OF HIDALGO
I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY MADE FROM AN ACTUAL SURVEY MADE ON THE GROUND OF THE PROPERTY LEGALLY DESCRIBED HEREON, AND THAT THERE ARE NO APPARENT DISCREPANCIES, CONFLICTS, OR 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 _____ DAY OF _____, 2025.

IVAN GARCIA, P.E.
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6498
SURVEY FIRM # 10194027



STATE OF TEXAS
COUNTY OF HIDALGO
I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT.

DATED THIS _____ DAY OF _____, 2025.

IVAN GARCIA, P.E.
REGISTERED PROFESSIONAL ENGINEER
NO. 115682 - STATE OF TEXAS



KNOW ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED, OWNERS OF THE PROPERTY SHOWN ON THIS PLAT, THEIR SUCCESSORS, ASSIGNS, AND TRANSFEREES (HEREINAFTER CALLED "GRANTOR") WHETHER ONE OR MORE PERSONS ARE NAMED, IN CONSIDERATION OF ONE DOLLAR (\$1.00) AND OTHER GOOD AND VALUABLE CONSIDERATION, HAVE GRANTED, SELL, TRANSFERRED, CONVEYED, AND LAID AND THEREAFTER USE, REPAIR, REPLACE, AND REMOVE WATER DISTRIBUTION LINES AND APPURTENANCES OVER AND ACROSS THE LANDS SHOWN ON THIS PLAT, TOGETHER WITH THE RIGHT OF EGRESS AND ACCESS OVER GRANTOR'S ADJACENT LANDS FOR THE PURPOSE FOR WHICH THE ABOVE-MENTIONED RIGHTS ARE GRANTED. THE EASEMENT HEREBY GRANTED SHALL NOT EXCEED 15' IN WIDTH, AND GRANTOR IS HEREBY AUTHORIZED TO DESIGNATE THE COURSE OF THE EASEMENT HEREON CONVEYED EXCEPT THAT WHEN THE PIPELINE(S) IS/ARE INSTALLED, THE EASEMENT HEREBY GRANTED SHALL BE LIMITED TO A STOP OF LAND 10' IN WIDTH, THE CENTER LINE THEREOF BEING THE PIPELINE AS RELOCATED.

IN THE EVENT THE EASEMENT HEREBY GRANTED ABUTS ON A PUBLIC ROAD AND THE CITY, COUNTY OR STATE HEREAFTER WIDENS OR RELOCATES THE PUBLIC ROAD SO AS TO REQUIRE THE RELOCATION OF THIS WATER LINE AS INSTALLED, GRANTOR FURTHER GRANTS TO GRANTOR AN ADDITIONAL EASEMENT OVER AND ACROSS THE LAND SHOWN ON THIS PLAT FOR THE PURPOSE OF LATERALLY RELOCATING SAID WATER LINE AS MAY BE NECESSARY TO CLEAR THE ROAD IMPROVEMENTS, WHICH EASEMENT HEREBY GRANTED SHALL BE LIMITED TO A STOP OF LAND 10' IN WIDTH, THE CENTER LINE THEREOF BEING THE PIPELINE AS RELOCATED.

THE CONSIDERATION INSTALLED HEREIN SHALL CONSTITUTE PAYMENT IN FULL FOR ALL DAMAGES SUSTAINED BY GRANTOR BY REASON OF THE INSTALLATION, MAINTENANCE, REPAIR, REPLACEMENT AND RELOCATION OF THE EASEMENT CONVEYED HEREIN WAS OBTAINED OR IMPROVED THROUGH FEDERAL FINANCIAL ASSISTANCE. THIS EASEMENT IS SUBJECT TO THE PROVISIONS OF TITLE 14 OF THE CIVIL RIGHTS ACT OF 1964 AND THE REGULATIONS ISSUED PURSUANT THERETO FOR SO LONG AS THE EASEMENT CONTINUES TO BE USED FOR THE SAME OR SIMILAR PURPOSES FOR WHICH FINANCIAL ASSISTANCE WAS EXTENDED OR FOR SO LONG AS THE GRANTOR OWNS IT, WHICHEVER IS LONGER.

IN WITNESS WHEREOF THE SAID GRANTOR EXECUTED THIS INSTRUMENT THIS _____ DAY OF _____, 2025.

RENE GARZA, MANAGER
RG ENTERPRISES LLC
711 E WISCONSIN RD
EDINBURG, TEXAS 78539



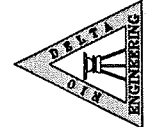
FILED FOR RECORD IN
HIDALGO COUNTY
ARTURO OLLAVALLO, JR.
HIDALGO COUNTY CLERK

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

BY _____ DEPUTY

RIO DELTA ENGINEERING

FIRM REGISTRATION NO. F-7828
SURVEY FIRM NO. 10194027
921 S. 10TH AVENUE EDINBURG, TEXAS 78539
(TEL) 956-380-5152 (FAX) 956-380-5083



ISSUED FOR
FINAL

PLAT SHEET
SUNSET GROVES SUBDIVISION
CITY OF EDINBURG
HIDALGO COUNTY, TEXAS

DRAWN BY: IVAN GARCIA P.E. R.P.L.S.
CHECKED BY: IVAN GARCIA P.E. R.P.L.S.
SCALE: H/G/ G.F.
DATE: AUGUST 28, 2025
PROJECT: SUB 22 047
REVISIONS:
PAGE NO.



CITY OF EDINBURG - CITY COUNCIL

Meeting Date: November 5, 2025

VARIANCES

Agenda Item No: 9.F.

Subdivision Variance Request - Rio Delta Engineering.

1. Agenda Item:

Consider Variance Request to the City's Unified Development Code, Article 3, Table 3.102-1, Single-Family Detached Lot and Building Standards, for the Proposed Sunset Groves Phase II Subdivision, Being a 10.09 Acres Tract Being All of Lot 3, Block 8 Santa Cruz Gardens Unit No. 3, According to the Map or Plat in Volume 9, Page 3, Map Records of Hidalgo County, Texas, Located at 4801 N. Doolittle Road, as Requested by Rio Delta Engineering. [Jaime Acevedo, Director of Planning & Zoning]

2. Description:

The property is located on the west side of N. Doolittle Road and approximately 980 feet north of E. Mile 19 N, and is within the City of Edinburg city limits. The proposed subdivision is for a Single-Family development consisting of 44 lots averaging approximately 6,865 square feet to 9,100 square feet. Rio Delta Engineering, on behalf of the developer, is requesting a variance to the City's Unified Development Code (UDC) for the aforementioned subdivision.

Variance Request: Section 3.102, Table 3.102-1

This requested variance is to Article 3, Table 3.102-1 as it applies to setbacks of the properties. The developer is requesting the reduction of the side setback from 6 feet to 5 feet, as the dimensions of the proposed homes for the subdivision Sunset Groves Phase II will be 42 feet in width. The current lot width is between 50 and 52 feet. As per the Unified Development Code the side yard setback for Residential, Primary (RP) District is 6 feet.

On October 9, 2025, the Planning & Zoning Commission recommended with a unanimous vote of 6-1 to deny the Subdivision Variance Request.

3. Staff's Recommendation:

Staff recommends denial of the variance request. If approved, the applicant would need to comply with all other requirements during the permitting process including the Fire Marshal 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

UNIFIED DEVELOPMENT CODE

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

ARTICLE 3 - LOT AND DESIGN STANDARDS

Division 3.100, Standards for Rural and Residential Districts

Sec. 3.101, Purpose and Applicability.

A. Purpose.

1. *District Standards* The purpose of this Division is to establish the standards for residential land uses within each zoning district. The district standards are designed to provide a specific community character, consistent with the Edinburg Comprehensive Plan. These standards vary by zoning district, community character, and, within a district, land use.
2. *Design*. This Division focuses on design, with specific standards for a variety of residential housing types to ensure that the character of Edinburg is preserved and enhanced. There are specific design regulations for various types of residential development. The residential design standards are intended to promote quality residential neighborhoods and a more environmentally sensitive design approach.

B. Applicability. This Article applies to all residential buildings and structures.

Effective on: 8/9/2022

Sec. 3.102, Standards for Rural and Residential Development

A. General Standards. The standards below apply to new residential development in Edinburg:

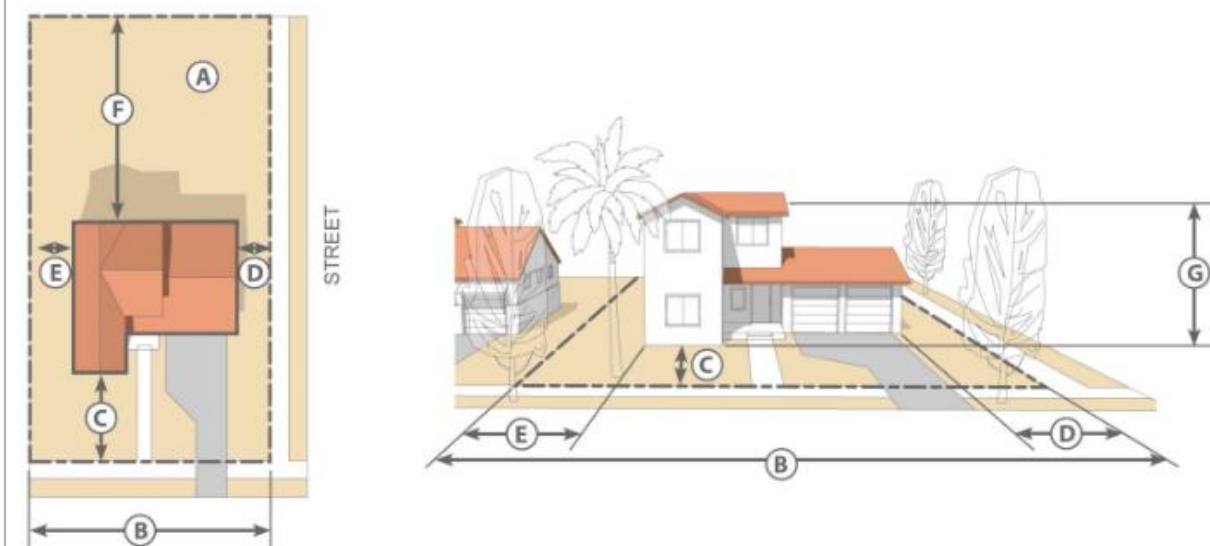
1. *Building Separation*. The walls of buildings that are located on a single lot, if not party walls, shall be no less than 12 feet apart unless reduced distancing is approved by Fire Marshall, and;
2. *Fire Code*. Shall abide by the standards in the International Fire Code, and;
3. *Drainage/Open Space*. Shall not have an impervious surface covering an area greater than 60% of the total lot.

B. District Standards. The district standards are provided in the tables of this Section.. Information relating to these standards follows:

1. *Housing Types*. The tables of this Section are grouped by housing type: Single-Family Detached, Single-Family Attached, and Multifamily. Graphic examples are included for each housing type.
2. *Zoning District*. The first column of each table reflects the zoning district.
3. *Lot Dimensions and Setbacks*. The following columns show the standards for minimum lot area, average lot width, and building setbacks.
4. *Height*. The next column sets out the maximum permitted height. The maximum building height is calculated as provided in Division 3.300, *Measurements and Special Allowances*.

C. Single-Family Detached. This housing type consists of a residence located on a privately-owned lot with private yards on each side of the unit, as shown in Figure 3.102-1, Single-Family Detached. Table 3.102-1, Single-Family Detached Lot and Building Standards, sets out the dimensional standards for single-family detached units.

Figure 3.102-1
Single-Family Detached



A = Lot Area; B = Lot Width; C = Street Yard; D = Street Side Yard; E = Side Yard; F = Rear Yard; G = Building Height

Table 3.102-1
Single-Family Detached Lot and Building Standards

Zoning District	Minimum						Maximum
	Lot Area	Lot Width (ft)	Street Yard ¹ (ft)	Street Side Yard (ft)	Side Yard (ft)	Rear Yard (ft)	Building Height (ft)
Agriculture and Open Space (AO)	5 ac.	300	60	30	30	40	35 / 60 ²
Residential, Suburban (RS)	15,000 sf	90	30	15	15	30	35
Residential, Primary (RP)	5,000 sf	50	20	10	6	20	35
Residential, Urban and Townhome (RM) ³	4,000 sf	40	10 / 18 ⁴	10	6 ⁵	10 / 18 ⁴	35

TABLE NOTES:

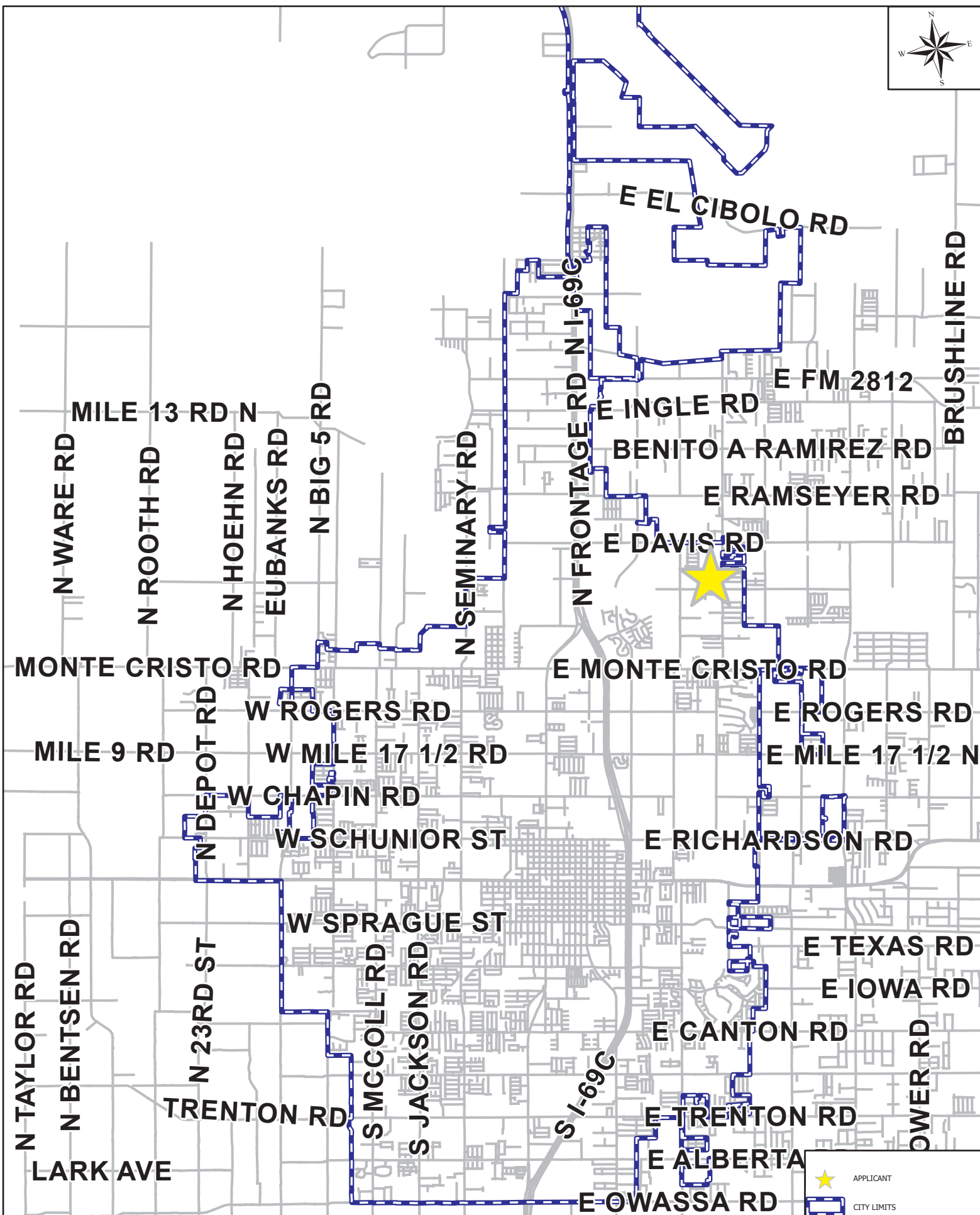
¹Street yard refers to front yard of lot. The minimum street yard setback shall be 15 feet for cul-de-sac and irregular lots in the RP District.

²The second height refers to agricultural structures.

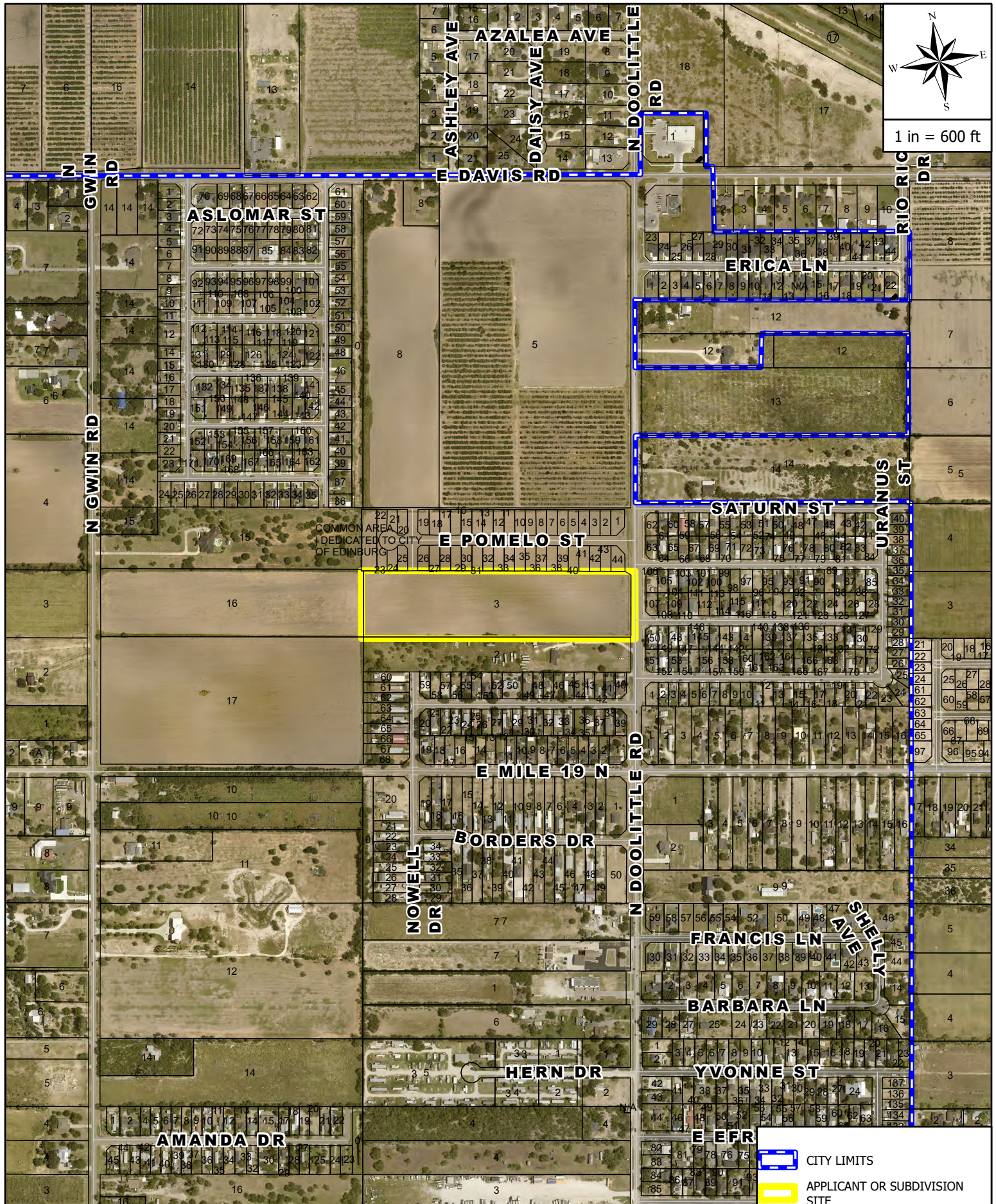
³If adjacent to an AO or RS district, lots on the perimeter of the subdivision shall meet the lot area, lot width, and setback requirements of the RP district.

⁴The first number is the house setback; the second is the setback for a front load garage.

⁵Side yard setbacks in the RM district may be reduced to 5 feet if approved by Fire Marshal.

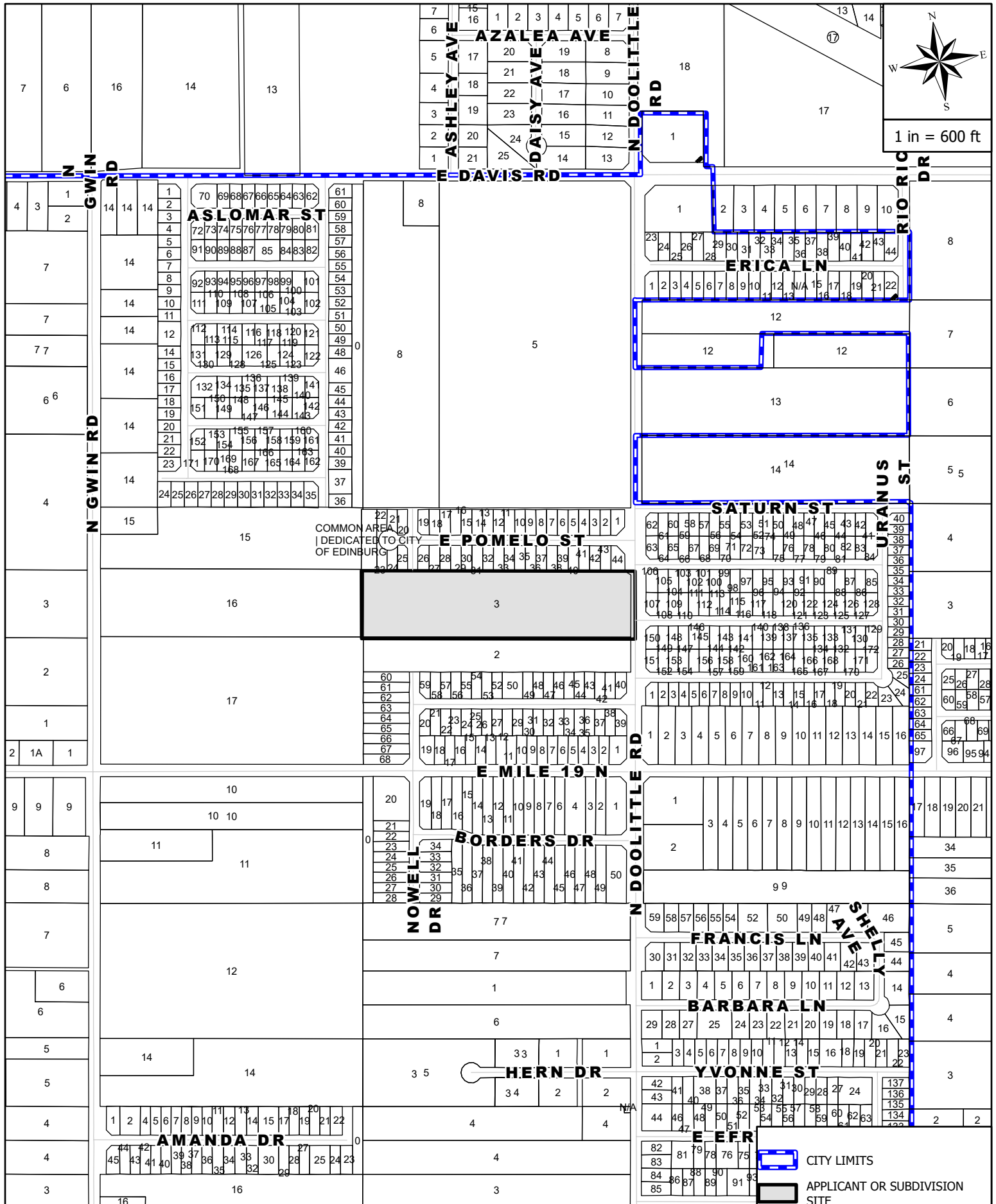


★ APPLICANT
▬ CITY LIMITS



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

VAR-2025-0324 SUNSET GROVES PHASE II



MAILOUT AND SITE MAP
APPLICANT AND/OR SUBDIVISION:
VAR-2025-0324 SUNSET GROVES PHASE II

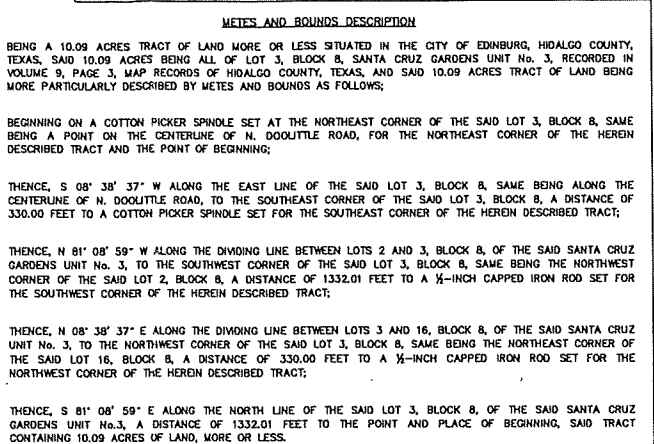
\\ROE SUBDIVISIONS 2022\\SUB 22.047 - RENE GARZA-- DOOLITTLE AND GWYN\\DWG\\PHASE II\\SUB 22 047_ROE SHT 02 PLAT SHEET PH II.dwg RIDEALTA 9/15/2025 1:14 PM

SCALE: 1"=60'
BASIS OF BEARING
TEXAS STATE PLANE COORDINATES
NAD 83
TEXAS SOUTH ZONE (4205)
WESTERN DATA SYSTEMS NETWORK

LINE No.	LENGTH	DIRECTION
L1	41.09	N38° 15' 11"W
L2	21.18	S53° 45' 54"W
L3	21.24	N38° 14' 06"W
L4	21.18	N53° 45' 54"E
L5	21.24	S38° 14' 06"E
L6	40.94	N53° 44' 49"E

LOCATION MAP

SCALE: 1" = 1000'



1. FLOOD ZONE STATEMENT:
FLOOD ZONE DESIGNATION: THE SUBMISSION IS IN ZONE "X", 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.
COMMUNITY PANEL NO. 480338 0020 E, REVISED JUNE 8, 2000. REVISED TO REFLECTED LOWR DATED MAY 14, 2001.

STATE OF TEXAS
COUNTY OF HIDALGO
I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO
HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY MADE FROM AN ACTUAL SURVEY
MADE ON THE GROUND OF THE PROPERTY LEGALLY DESCRIBED HEREON, AND THAT THERE
ARE NO DISPUTES, LITIGATIONS, CONFLICTS, OR OVERLAPPING OF IMPROVEMENTS, WASTE 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.

STATE OF TEXAS
COUNTY OF HIDALGO
I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF
TEXAS, HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN
GIVEN TO THIS PLAT.

I, THE UNDERSIGNED CHAIRPERSON OF THE PLANNING AND ZONING COMMISSION OF THE CITY OF EDINBURGH, HEREBY CERTIFY THAT THIS SUBDIVISION PLAT KNOWN AS SUNSET GROVES SUBDIVISION PHASE II CONFORMS TO ALL REQUIREMENTS TO THE SUBDIVISIONS REGULATIONS OF THIS CITY WHEREIN APPROVAL IS REQUIRED AND HAS BEEN APPROVED FOR RECORD ON THE _____ DAY OF _____, 2025.

IN THE EVENT THE EASEMENT HEREBY GRANTED ABUTS ON A PUBLIC ROAD AND THE CITY, COUNTY OR STATE HEREFTER WIDENS OR RELOCATES THE PUBLIC ROAD SO AS TO REQUIRE THE RELOCATION OF THIS WATER LINE AS INSTALLED, GRANTOR FURTHER GRANTS TO GRANTEE AN ADDITIONAL EASEMENT OVER AND ACROSS THE LAND SHOWN ON THIS PLAT FOR THE PURPOSE OF LATEROALLY RELOCATING SAID WATER LINE AS MAY BE NECESSARY TO CLEAR THE ROAD IMPROVEMENTS, WHICH EASEMENT HEREBY GRANTED SHALL BE LIMITED TO A STRIP OF LAND 10' IN WIDTH, THE CENTER LINE THEREOF BEING THE PIPELINE AS RELOCATED.

IN WITNESS WHEREOF THE SAID GRANTOR EXECUTED THIS INSTRUMENT THIS _____ DAY OF _____
2025.


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

PRINCIPAL CONTACTS:			
NAME	ADDRESS		PHONE & FAX
OWNER: RG ENTERPRISES LLC	711 E WISCONSIN RD	EDINBURG, TX 78539	(956) 373-0650
ENGINEER: NAN GARCIA, P.E., R.P.L.S.	921 SOUTH 10th AVE	EDINBURG, TX 78539	(956) 380-5152 (956) 380-5083
SURVEYOR: NAN GARCIA, P.E., R.P.L.S.	921 SOUTH 10th AVE	EDINBURG, TX 78539	(956) 380-5152 (956) 380-5083

PROJECT:	SU
ENGINEER:	IVAN GARCIA P.E. R.P.L.S.
SURVEYOR:	IVAN GARCIA P.E. R.P.L.S.
CHECKED:	IVAN GARCIA P.E. R.P.L.S.
DRAWN:	G.F.
SCALE:	1" = 60'
DATE:	SEPTEMBER 11, 2025
PROJECT:	SUB 22 047
REVISIONS:	
PAGE NO.	1



CITY OF EDINBURG - CITY COUNCIL

Meeting Date: November 5, 2025

AWARDING OF BIDS

Agenda Item No: 10.A.

New Tires, Retread, and Flat Repair Services

1. Agenda Item:

Consider Awarding Bid No. 2025-27, New Tires, Retread, and Flat Repair Services to Southern Tire Mart, LLC for New Tires; Retreads to Southern Tire Mart, LLC; and Flat Repair Services to Oyervides Tire Service, LLC Based on Unit Prices. [Ramiro L. Gomez, Director of Solid Waste Management]

2. Description:

On Tuesday, September 30, 2025, bids were opened for Bid No. 2025-27, New Tires, Retread, and Flat Repair Services. A total of four (4) bids were received and opened. After review and tabulation, it was revealed that Southern Tire Mart, LLC are the lowest bidders per unit price, meeting specification for the specific New Tires. Review also yielded some items for which vendors failed to meet the listed specifications or were non-responsive as listed, which will be re-bid under separate cover and will be awarded as such. These tires will replace existing tires that have reached the end of their useful life and are due for replacement.

Along with the pricing for new tires, the department also requested pricing for Retread Services.

Retreading in conjunction with our new tire purchase is used as an alternate source for maintaining our tire inventory. The retread process is an alternative process by which the old worn tread on a tire is removed and a new tread is bonded to it to replace it. All new tires purchased by the city with undamaged casings may be retreaded two to three additional times; thus, extending the useful life of the tire casing, as long as the casing passes a three-part safety inspection process. The retreading of our tires allows the true use of the tire core through the true end of its life cycle and allows us the ability to acquire a full tread tire at half the cost of a new replacement, making this process financially and operationally practical. Our Fleet Maintenance Program has been retreading tires used on our refuse trucks with good results. A review and tabulation revealed that Southern Tire Mart, LLC was the lowest bidder, per unit price, meeting specifications for Retread Services.

Lastly, pricing was also requested for Tire Repair Services. Under conditions of normal wear and tear, carrying heavy loads, construction and infrastructure work and accidentally running over debris, tires get damaged or become flat and need to have on road or on-site repair. Prospective vendors were requested to provide pricing for mobile service 24 hours a day, seven days a week to allow for immediate tire repair services. Tire repair services will be provided on an as-needed basis and will include emergency and non-emergency field services as well as services performed at City location. These services are necessary to return all types of disabled Departmental Vehicles and equipment to service in the event of a tire failure. A review and tabulation revealed that Oyervides Tire Service, LLC was the lowest bidder, per unit price, meeting specifications for Tire Repair Services.

Below is the list of vendors who responded to the bid:

Vendor

Amount

- | | | |
|----|--------------------------------|-----------------------------------|
| 1. | Araujo Industrial Supply's LLC | Unit Price Listed in Attachment A |
| 2. | Oyervides Tire Service, LLC | Unit Price Listed in Attachment A |
| 3. | Southern Tire Mart, LLC | Unit Price Listed in Attachment A |
| 4. | T&W Tire LLC | Unit Price Listed in Attachment A |

The City of Edinburg has previously done business with Southern Tire Mart, LLC and Oyervides Tire Service, LLC.

Staff has verified that Southern Tire Mart, LLC and Oyervides Tire Service, LLC owe no monies to the City.

Funding is available through the FY 2025-2026 Budget under Solid Waste Management Fund, Contractual and Maintenance/Supplies, Material and Small Equipment, Motor Vehicles – Maintenance, Machines & Equipment, Motor Vehicles – Supplies, and Machines & Equipment.

If approved, projected delivery is expected to be fulfilled as needed after issuance of Purchase Order. Bidder will be responsible to secure sufficient stock.

3. Staff's Recommendation:

Approve Awarding Bid No. 2025-27, New Tires, Retread, and Flat Repair Services to Southern Tire Mart, LLC for New Tires; Retreads to Southern Tire Mart, LLC; and Flat Repair Services to Oyervides Tire Service, LLC based on unit prices.

Reviewed by:

Ramiro Gomez, Director of Solid Waste Management

Prepared by:

Dalinda Cardenas,
Administrative Specialist

Attachments:

- A. Bid Recommendation
- B. Notice to Bidders
- C. Araujo Industrial Supply's LLC
- D. Oyervides Tire Service LLC
- E. Southern Tire Mart, LLC
- F. T and W Tire LLC
- G. Bidders List
- H. Agreement



Bid 2025-27 - New Tires, Retread, and Flat Tire Repair Services
Opening Date: Tuesday, September 30, 2025

Vendors:			Araujo Industrial Supply's LLC	Oyervides Tire Service LLC	Southern Tire Mart, LLC	T and W Tire LLC
Steer Axle Tires						
Item	Tire Sizes	Estd Qty	Bid Price Per Unit	Bid Price Per Unit	Bid Price Per Unit	Bid Price Per Unit
11.1	11R22.5	62	NO BID	NO BID	\$339.00	*
11.2	315/80R22.5	80	NO BID	NO BID	\$475.00	*
11.3	385/65R22.5	8	NO BID	NO BID	\$609.00	*
11.4	425/65R22.5	8	NO BID	NO BID	\$675.00	*
Drive Axle Tires						
Item	Tire Sizes	Estd Qty	Bid Price Per Unit	Bid Price Per Unit	Bid Price Per Unit	Bid Price Per Unit
12.1	11R22.5	94	NO BID	NO BID	*	*
12.2	315/80R22.5	1	NO BID	NO BID	*	*
12.3	425/65R22.5	1	NO BID	NO BID	*	*
Tires Retread						
Item	Tire Sizes	Estd Qty	Casing Cost (New)	Casing Cost (New)	Casing Cost (New)	Casing Cost (New)
13.1	11R22.5	1	\$199.00	\$210.00	\$168.83	*
13.2	315/80R22.5	1	\$269.00	\$265.00	\$205.38	*
Construction, Agriculture and Implement Tires						
Item	Tire Sizes	Estd Qty	Bid Price Per Unit	Bid Price Per Unit	Bid Price Per Unit	Bid Price Per Unit
14.1	2.5-80-18	1	NO BID	NO BID	\$277.21	*
14.2	4-5-24	1	NO BID	NO BID	NO BID	NO BID
14.3	11L-15SL	2	NO BID	NO BID	\$99.90	*
14.4	12.5-80-18	4	NO BID	NO BID	\$246.68	*
14.5	13x6.5-6	1	NO BID	NO BID	\$24.50	*
14.6	14.00-24	1	NO BID	NO BID	\$480.00	*
14.7	16.9x30	1	NO BID	NO BID	\$532.08	*
14.8	19.5L-24	4	NO BID	NO BID	\$450.00	*
14.9	21x7-12	1	NO BID	NO BID	\$89.90	*
14.10	21x7-18 NMS	1	NO BID	NO BID	NO BID	NO BID
14.11	23.5R25	20	NO BID	NO BID	\$1,850.00	*
14.12	29.5-25	36	NO BID	NO BID	\$3,635.81	*
14.13	24x12.00	1	NO BID	NO BID	\$110.00	*
14.14	205/75/15	1	NO BID	NO BID	\$65.03	*
14.15	235/85R16	1	NO BID	NO BID	\$88.50	*
14.16	380/85/24	1	NO BID	NO BID	\$295.00	*
14.17	460/85/38	1	NO BID	NO BID	\$655.00	*
14.18	775/65R29	1	NO BID	NO BID	\$4,998.00	NO BID
14.19	ST235/80R16	1	NO BID	NO BID	\$105.00	*
14.20	ST235/85R16	1	NO BID	NO BID	\$107.00	*
14.21	875/65R29	1	NO BID	NO BID	\$6,800.00	NO BID
Specialty Tires "Fire Emergency Services"						
Item	Tire Sizes	Estd Qty	Bid Price Per Unit	Bid Price Per Unit	Bid Price Per Unit	Bid Price Per Unit
15.1	10.00R20 Drive Tire	12	NO BID	NO BID	*	*
15.2	10.00R20 Steering Tire	12	NO BID	NO BID	NO BID	*
15.3	11R22.5 Drive Tire	36	NO BID	NO BID	*	*
15.4	11R22.5 Steering Tire	36	NO BID	NO BID	*	*
15.5	11R24.5 Drive Tire	6	NO BID	NO BID	*	*
15.6	12R22.5 Drive Tire	36	NO BID	NO BID	*	*
15.7	12R22.5 Steering Tire	36	NO BID	NO BID	*	*
15.8	LT215/85R16	6	NO BID	NO BID	\$140.00	*
15.9	225/70R19.5 RSS	6	NO BID	NO BID	\$244.00	*
15.10	225/70R19.5 RSD	12	NO BID	NO BID	\$265.00	*
15.11	235/75R17.5	12	NO BID	NO BID	*	*
15.12	LT245/75R16	4	NO BID	NO BID	\$249.00	*
15.13	A/T 265/70R17 115S M+S	4	NO BID	NO BID	\$139.00	*
15.14	LT265/75R16	4	NO BID	NO BID	\$134.00	*
15.15	LT275/65R18 LR E	4	NO BID	NO BID	\$184.25	*
15.16	275/80R22.5	8	NO BID	NO BID	*	*
15.17	285/75R24.5	2	NO BID	NO BID	*	*
15.18	315/80R22.5	16	NO BID	NO BID	*	*
15.19	385/65R22.5	4	NO BID	NO BID	*	*
15.20	425/65R22.5	2	NO BID	NO BID	*	*

*GREEN "AWARD"

* YELLOW "DID NOT MEET SPECS, INCOMPLETE,
CONFLICT CONTRACT PRICE"

*RED "NO BID"
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Bid 2025-27 - New Tires, Retread, and Flat Tire Repair Services

Opening Date: Tuesday, September 30, 2025

Vendors:			Araujo Industrial Supply's LLC	Oyervides Tire Service LLC	Southern Tire Mart, LLC	T and W Tire LLC
15.21	445/65R22.5	2	NO BID	NO BID	*	*
15.22	LT245/75R17 LR E	2	NO BID	NO BID	\$184.00	*
15.23	M/T LT275/70R18 LR E	2	NO BID	NO BID	\$234.00	*
15.24	HTP 265/65R18 M+S	2	NO BID	NO BID	\$154.00	*
15.25	365/80R20	2	NO BID	NO BID	*	*
15.26	LT 275/65R18 123/120 S	2	NO BID	NO BID	\$219.00	*
15.27	LT 275/65R18 LR C	2	NO BID	NO BID	\$209.00	*
15.28	225/70R19.5 LR G	2	NO BID	NO BID	\$244.00	*
Specialty Tires "Pick Up Truck"						
Item	Tire Sizes	Estd Qty	Bid Price Per Unit	Bid Price Per Unit	Bid Price Per Unit	Bid Price Per Unit
16.1	225/65R16	1	NO BID	NO BID	*	*
16.2	225/65R17	1	NO BID	NO BID	*	*
16.3	225/70R19.5	1	NO BID	NO BID	*	*
16.4	265/70R17	1	NO BID	NO BID	*	*
16.5	215/75R17.5	1	NO BID	NO BID	*	*
16.6	LT215/75R15	1	NO BID	NO BID	*	*
16.7	LT235/85R16	34	NO BID	NO BID	*	*
16.8	245/70R17	16	NO BID	NO BID	*	*
16.9	LT245/75R16	1	NO BID	NO BID	*	*
16.10	275/65R18	4	NO BID	NO BID	*	*
16.11	285/70/17	1	NO BID	NO BID	*	*
16.12	225/75R15	1	NO BID	NO BID	*	*
16.13	235/70R16	32	NO BID	NO BID	*	*
16.14	265/70R16	4	NO BID	NO BID	*	*
16.15	245/75R17	1	NO BID	NO BID	*	*
16.16	LT285/70R17	1	NO BID	NO BID	*	*
16.17	205/75R15	1	NO BID	NO BID	*	*
Flat Repair Services						
Item	Tire Sizes	Estd Qty	Flat Repair 6 AM / 7 PM	Flat Repair 6 AM / 7 PM	Flat Repair 6 AM / 7 PM	Flat Repair 6 AM / 7 PM
17.1	10.00R20	1	NO BID	\$10.00	NO BID	\$49.00
17.2	11L-15	1	NO BID	\$10.00	\$28.50	\$50.00
17.3	11R22.5	1	NO BID	\$24.00	\$32.50	\$49.00
17.4	11R24.5	1	NO BID	\$24.00	\$32.50	\$49.00
17.5	12.5-80.18	1	NO BID	\$10.00	\$32.50	\$55.00
17.6	12R22.5	1	NO BID	\$15.00	\$32.50	\$49.00
17.7	13x6.5-6	1	NO BID	\$10.00	\$17.50	\$40.00
17.8	14.00-24	1	NO BID	\$35.00	\$75.00	\$125.00
17.9	16.9x30	1	NO BID	\$24.00	\$82.50	\$75.00
17.10	19.5L-24	1	NO BID	\$34.00	\$82.50	\$55.00
17.11	2.5-80-18	1	NO BID	\$10.00	\$32.50	\$55.00
17.12	205/75/15	1	NO BID	\$10.00	\$17.50	\$25.00
17.13	215/75R15	1	NO BID	\$10.00	\$17.50	\$25.00
17.14	215/75R17.5	1	NO BID	\$15.00	\$32.50	\$55.00
17.15	215/85R16	1	NO BID	\$10.00	\$17.50	\$25.00
17.16	21x7-12	1	NO BID	\$10.00	\$17.50	\$55.00
17.17	21x7-18	1	NO BID	\$10.00	\$17.50	\$55.00
17.18	225/65R16	1	NO BID	\$10.00	\$17.50	\$25.00
17.19	225/65R17	1	NO BID	\$10.00	\$17.50	\$25.00
17.20	225/70R19.5	1	NO BID	\$17.00	\$32.50	\$55.00
17.21	225/75R15	1	NO BID	\$10.00	\$17.50	\$25.00
17.22	23.5R25	1	NO BID	\$75.00	\$120.00	\$45.00
17.23	235/70R16	1	NO BID	\$10.00	\$17.50	\$25.00
17.24	235/75R17.5	1	NO BID	\$15.00	\$32.50	\$25.00
17.25	235/80R16	1	NO BID	\$10.00	\$17.50	\$25.00
17.26	235/85R16	1	NO BID	\$10.00	\$17.50	\$25.00
17.27	245/70R17	1	NO BID	\$10.00	\$17.50	\$25.00
17.28	245/75R16	1	NO BID	\$8.00	\$17.50	\$25.00
17.29	245/75R17	1	NO BID	\$10.00	\$17.50	\$25.00
17.30	24x12.00	1	NO BID	\$10.00	\$17.50	\$55.00
17.31	265/65R18	1	NO BID	\$10.00	\$17.50	\$25.00

* YELLOW "DID NOT MEET SPECS, INCOMPLETE,
CONFLICT CONTRACT PRICE"

*GREEN "AWARD"

*RED "NO BID"
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Bid 2025-27 - New Tires, Retread, and Flat Tire Repair Services
Opening Date: Tuesday, September 30, 2025

Vendors:			Araujo Industrial Supply's LLC	Oyervides Tire Service LLC	Southern Tire Mart, LLC	T and W Tire LLC
17.32	265/70R16	1	NO BID	\$8.00	\$17.50	\$25.00
17.33	265/70R17	1	NO BID	\$10.00	\$17.50	\$25.00
17.34	265/75R16	1	NO BID	\$8.00	\$17.50	\$25.00
17.35	275/65R18	1	NO BID	\$8.00	\$17.50	\$25.00
17.36	275/70R18	1	NO BID	\$8.00	\$17.50	\$25.00
17.37	275/80R22.5	1	NO BID	\$15.00	\$38.50	\$49.00
17.38	285/70R17	1	NO BID	\$10.00	\$17.50	\$25.00
17.39	285/75R24.5	1	NO BID	\$15.00	\$32.50	\$49.00
17.40	29.5-25	1	NO BID	\$75.00	\$150.00	\$160.00
17.41	315/80R22.5	1	NO BID	\$25.00	\$38.50	\$49.00
17.42	365/80R20	1	NO BID	\$24.00	\$75.00	\$160.00
17.43	380/85/24	1	NO BID	\$35.00	\$75.00	\$160.00
17.44	385/65R22.5	1	NO BID	\$20.00	\$45.00	\$49.00
17.45	425/65R22.5	1	NO BID	\$20.00	\$45.00	\$49.00
17.46	445/65R22.5	1	NO BID	\$20.00	\$45.00	\$49.00
17.47	4-5-24	1	NO BID	\$8.00	\$45.00	\$55.00
17.48	460/85/38	1	NO BID	\$35.00	\$95.00	\$160.00
17.49	775/65R29	1	NO BID	\$40.00	\$150.00	\$175.00
17.50	875/65R29	1	NO BID	\$40.00	\$150.00	\$175.00
Service Calls						
Line Item	Description	Unit Price	Unit Price	Unit Price	Unit Price	Unit Price
18.1	Sunday Pretrip Inspection	Per Hour	NO BID	\$60.00	\$100.00	\$125.00
18.2	5 AM Pretrip Inspection Mon-Friday	Per Hour	NO BID	\$60.00	\$75.00	\$65.00
18.3	Repair Call 7AM – 7PM	Once Per Event	NO BID	\$20.00	\$50.00	\$125.00
18.4	Repair Call 7PM – 7AM	Once Per Event	NO BID	\$45.00	\$50.00	\$125.00

RE-BID LINE ITEMS

Bid 2025-27 - New Tires, Retread, and Flat Tire Repair Services

Opening Date: Tuesday, September 30, 2025

<u>Construction, Agriculture and Implement Tires</u>	
<u>Item</u>	<u>Tire Sizes</u>
12.1	11R22.5
12.2	315/80R22.5
12.30	425/65R22.5
<u>Construction, Agriculture and Implement Tires</u>	
<u>Item</u>	<u>Tire Sizes</u>
14.2	4-5-24
14.10	21x7-18 NMS
<u>Specialty Tires "Fire Emergency Services"</u>	
<u>Item</u>	<u>Tire Sizes</u>
15.1	10.00R20 Drive Tire
15.2	10.00R20 Steering Tire
15.3	11R22.5 Drive Tire
15.4	11R22.5 Steering Tire
15.5	11R24.5 Drive Tire
15.6	12R22.5 Drive Tire
15.7	12R22.5 Steering Tire
15.11	235/75R17.5
15.16	275/80R22.5
15.17	285/75R24.5
15.18	315/80R22.5
15.19	385/65R22.5
15.20	425/65R22.5
15.21	445/65R22.5
15.25	365/80R20
<u>Specialty Tires "Pick Up Truck"</u>	
<u>Item</u>	<u>Tire Sizes</u>
16.1	225/65R16
16.2	225/65R17
16.3	225/70R19.5
16.4	265/70R17
16.5	215/75R17.5
16.6	LT215/75R15
16.7	LT235/85R16
16.8	245/70R17
16.9	LT245/75R16
16.10	275/65R18

RE-BID LINE ITEMS

Bid 2025-27 - New Tires, Retread, and Flat Tire Repair Services

Opening Date: Tuesday, September 30, 2025

16.11	285/70/17
16.12	225/75R15
16.13	235/70R16
16.14	265/70R16
16.15	245/75R17
16.16	LT285/70R17
16.17	205/75R15

REQUEST FOR BIDS

2025-27

NEW TIRES, RETREAD, AND FLAT REPAIR SERVICES

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



RELEASE DATE: September 10, 2025

DEADLINE FOR QUESTIONS: September 22, 2025

RESPONSE DEADLINE: September 30, 2025, 3:00 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

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

City of Edinburg
REQUEST FOR BIDS
New Tires, Retread, and Flat Repair Services

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

Attachments:

A - Agreement

B - Rules_for_Electronic_Bidding__(2)

C - ATTACHMENT I - STEERING AXLE TIRES

D - ATTACHMENT II - DRIVE AXLE TIRES

E - ATTACHMENT III - TIRE RETREAD

F - ATTACHMENT V - SPECIALTY TIRES (FIRE EMERGENCY SERVICES)

G - ATTACHMENT IV - CONSTRUCTION, AG, AND IMPLEMENT TIRES

H - ATTACHMENT VI - SPECIALTY TIRES (PICK UP TRUCKS)

I - ATTACHMENT VII - SERVICE CALLS

1. Introduction

1.1. [Summary](#)

You are invited to submit a sealed bid for the purchase of **NEW TIRE, RETREAD, AND FLAT REPAIR SERVICES** as requested by the City of Edinburg Solid Waste Management Department. The specifications listed below are minimum requirements and are intended to govern, in general, the size and material desired. The City of Edinburg reserves the right to evaluate variations from these specifications.

1.2. [Background](#)

Quantities: The City reserves the right to increase or decrease the quantities of each group depending on availability of funds. Quantities estimated are approximate, based on projected usage during a twelve (12) month period. The unit bid prices acquired for this contract are to remain the same for a period of one (1) year whether the City buys more or less than the estimated quantities of the product bid.

Purchase order: A purchase order will be issued for the entire bid amount to the selected vendor(s); however, the material will be delivered on an as needed basis. An invoice will be submitted at the time of each delivery.

1.3. [Contact Information](#)

Project Contact:

Dalinda Cardenas

Administrative Specialist

PO Box 1079

8601 N. Jasman Rd

Edinburg, TX 78540

Email: dcardenas@cityofedinburg.com

Phone: [\(956\) 381-5635](tel:(956)381-5635)

Procurement Contact:

Lorena Fuentes

Finance Manager

415 W. University Drive

Edinburg, TX 78539

Email: lfuentes@cityofedinburg.com

Phone: [\(956\) 388-8972](tel:(956)388-8972)

Department:

Solid Waste

Department Head:

Ramiro Gomez

Solid Waste Director

1.4. Timeline

Release Project Date	September 10, 2025
Question Submission Deadline	September 22, 2025, 5:00pm
Proposal Submission Deadline	September 30, 2025, 3:00pm

2. Legal Notice

2.1. Notice to Respondents

The City of Edinburg is soliciting competitive sealed bids from qualified vendors for New Tires, Retread, and Flat Repair Services

Sealed Bids should be submitted electronically or received by the City Secretary's Office no later than:
3:00 pm, Tuesday, September 30, 2025.

All sealed bids should be received either electronically or at the designated location or by the deadline shown above/ Bids received after the deadline will not be considered for the award of the contract and shall be considered void and unacceptable.

All bids will be opened and bidder's names publicly read aloud promptly in the City Hall Community Room, 1st Floor, at 415 W. University Dr. Edinburg, TX 78539 at 3:00 pm, Tuesday, September 30, 2025.

To obtain a copy of the Invitation to Bid or submit an electronic proposal please visit:

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

If a Bidder chooses to submit a Hard Copy Bid, it must be delivered in a sealed envelope, with a return address and clearly marked "City of Edinburg Bid. 2025-27" to the City Secretary's Office prior to the bid opening date and time. The receiving time in the City Secretary's Office will be the governing time for acceptability of the bids. The Bidder's firm name shall appear on the outside of the envelope.

Submit Bids To:

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

If Hand-Delivering Bids: 415 W. University Drive

c/o City Secretary Department (1st Floor)

Bids will not be accepted by telephone or facsimile machine. All bids must bear original signatures and figures.

If you have any questions or require additional information regarding this bid, you may contact Lorena Fuentes, Interim Purchasing Manager, please submit your questions via OpenGov at the website listed above no later than 5:00 pm, Monday, September 22, 2025

The City of Edinburg reserves the right to refuse and reject any or all Bids and to waive any or all formalities or technicalities and to accept the Bid deemed most advantageous to the City, and hold the Bids for a period of **60** days without taking action.

3. Instructions, Terms and Conditions

3.1. Instructions to Bidders

PURPOSE

The purpose of these solicitation documents is to provide a Bids for: New Tires, Retread, and Flat Repair Services

The ITEMS to be furnished under this bid shall be as specified in these bid documents. All specifications/requirements shown are minimum. There is no intention to disqualify any bidder who can meet these specifications/requirements.

SUBMITTAL OF "HARD COPY" BID

If submitting a Hard Copy Bid, it must be submitted in a sealed envelope by the vendor. **Submit two (2) complete sets of the bid, one (1) original marked "ORIGINAL" and one (1) digital copy in a flash drive.** Each bid must be completely filled out and SUBMITTED IN ORIGINAL FORM complete with all the supporting documentation

If Hand-Delivering Bids: 415 W. University Drive

c/o City Secretary Department (1st Floor)

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

PREPARATION OF BID

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

DEVIATION FROM SPECIFICATION

Please read your specifications/requirements thoroughly and be sure that the ITEMS offered comply with all specifications/requirements. Any variation from the specifications/requirements must be clearly indicated by letter attached to your bid referencing variations on a point-by-point basis. If no exceptions are noted, and you are the successful bidder, it will be required that the ITEMS be provided as specified.

ALTERATIONS/AMENDMENTS TO BID

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

SALES TAX

State sales tax must not be included in the bid.

SUBSTITUTIONS

No substitutions or cancellations will be permitted without written approval of City of Edinburg.

NO BID RESPONSE

If unable to submit a bid, bidder should return inquiry giving reasons.

EXCEPTIONS

Any additions, deletions, or variations from the following specifications/requirements must be noted. The bidder shall attach to his/her bid sheet a list of any exceptions to the specifications/requirements if unable to do so, on specification sheet.

BRAND OR MANUFACTURER REFERENCE

Unless otherwise specified, any catalog or manufacturer's reference or brand name used in describing an item is merely descriptive, and not restrictive, and is used only to indicate type and style of product desired. Bids on alternate brands will be considered if they meet specification requirements. If a bidder quotes on equipment other than the one(s) specified in the bid, sufficient specifications and descriptive (pictured literature) data must accompany same to permit thorough evaluation. In the absence of these qualifications, he/she will be expected to furnish the product called for.

DELIVERY

Number of days required to deliver ITEMS after receiving order must be stated in the bid. Failure to so state will obligate bidder to complete service delivery within ONE day.

DELAY IN SERVICE DELIVERY

When delay can be foreseen, Bidder shall give prior notice to City of Edinburg. Bidder must keep City of Edinburg advised at all times of status of order. Default in promised service delivery (without acceptable reasons) or failure to meet specifications/requirements, authorizes the City of Edinburg to purchase such ITEMS elsewhere and charge increase in cost to defaulting vendor. Acceptable reasons for delayed delivery are as follows: Acts of God (floods, tornadoes, hurricanes, etc.), acts of government, fire, strikes, war; Actions beyond the control of the successful bidder.

SERVICE DELIVERED PRICING

Bids in units of quantity specified - extend and show total. In the event of discrepancies in extension, unit prices will govern. Bids subject to unlimited price increase will not be considered.

RIGHT TO REJECT/AWARD

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

MULTIPLE VENDOR CONTRACTS

Bidders are advised that the City of Edinburg may award Service Contracts to multiple vendors based on low bid per item basis. All items specified on the "Bid Form" must reflect the individual unit prices. The City of Edinburg reserves the right to award all items individually or in any combination thereof.

INDEMNIFICATION CLAUSE

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

ADDENDA

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

PAYMENT

The City of Edinburg will execute payment by mail in accordance with the State of Texas Pay Law after ITEMS have been provided and invoiced. No other method of payment will be considered.

SYNONYM

Where in this bid package ITEMS is used, its meaning shall refer to the New Tires, Retread, and Flat Repair Services as specified.

ASSIGNMENT

Neither the Bidder's contract nor payment due to an awarded vendor may be assigned to a third party without the written approval of the Purchasing Department for the City of Edinburg.

BIDDER'S EMPLOYEES

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

INTERPRETATIONS

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

STATUTORY REQUIREMENTS

It shall be the responsibility of the successful Bidder to comply with all applicable State & Federal laws, Executive Orders and Municipal Ordinances, and the Rules and Regulations of all authorities having jurisdiction over the work to be performed hereunder and such shall apply to the contract throughout, and that they will be deemed to be included in the contract as though written out in full in the contract documents. (To include issues related to health, environmental, and safety to name a few.)

RIGHT TO WAIVE

City of Edinburg reserves the right to waive or take exception to any part of these specifications/requirements when in the best interest of the City of Edinburg.

COOPERATIVE PRICING

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

VALID BID TIME FRAME

The City of Edinburg may hold bids 60 days after the opening of Bids without taking action. Bidders are required to hold their Bids firm for same period of time.

PREPARATION OF BID

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

CONFIDENTIAL INFORMATION

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

VERBAL THREATS

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

MATHEMATICAL ERRORS

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

AUDIT

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

PAST PERFORMANCE

Vendor's past performance shall be taken into consideration in the evaluation and award of Service Contract for the Purchase of ITEMS.

JURISDICTION

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

VENUE

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

CONSIDERATION OF LOCATION OF BIDDER'S PRINCIPAL PLACE OF BUSINESS

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

AWARD

For purposes of this project, award will be contingent on approval of budget.

CONSIDERATION OF LOCATION OF BIDDER'S PRINCIPAL PLACE OF BUSINESS

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

SPECIAL CIRCUMSTANCES

In the event that the City of Edinburg has an immediate need for a particular service(s) that is/are on contract and the successful vendor on contract is not able to meet the special service delivery needs of the City of Edinburg, the City of Edinburg reserves the right to purchase such services elsewhere to fulfill its' immediate need.

TERMINATION OF CONTRACT

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

ETHICAL STANDARD

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

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

3.2. INSURANCE REQUIREMENTS

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

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

Minimum Insurance Requirements

Type of Coverage Limits of Liability

Worker's Compensation Statutory Coverage

Comprehensive General Liability

(City named as additional insured)

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

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

or \$500,000 combined single limits

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

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

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

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

Minimum Insurance Requirements

Type of Coverage Limits of Liability

Worker's Compensation Statutory Coverage

Employer's Liability Bodily Injury by Accident:

\$100,000 each accident

Bodily Injury by Disease:

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

Comprehensive General Liability

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

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

or \$500,000 combined single limits

Comprehensive Auto Liability

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

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

or \$500,000 combined single limits

City's Protective Liability

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

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

or \$500,000 combined single limits

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

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

4. Specifications

4.1. BID SUBMITTAL

If submitting Hard Copy Bid, the Formal Bid shall have **all three (3) copies bound**.

All bids must be submitted on the City's forms provided including all questionnaires, requested forms and attachments. Bidders shall complete the required Proposal Sheet and Specification Attachment under the Pricing Proposal. Bidders shall also complete the entire Proposal Sheet identifying all costs for the specific line item on the sheet; all fees, charges and warranties. The proposed price/cost will indicate that the bidder is able to perform or provide the service(s) or item(s) as specified. If the bidder does not identify all costs, fees and/or charges for a specific item on the proposal sheet, for proper evaluation of the cost of services, any non-listed fees/charges will not be accepted for payment. In addition, the proposer must include the Specification Attachment Sheet for each Pricing Proposal and initial each specific line item, indicating that they have read and understood the section/specification(s) for the listed item. An initial shall indicate a positive affirmation to the City, that the item being bid on conforms exactly to the specifications listed for the item. **If any line item or specific cost of a line item is left blank in either the Proposal or the Specification Attachment Sheet, the City will assume the bidder cannot meet the specifications or the request for that line item and may cause the rejection of the bid.** All pricing listed on the bid shall be held for the term of the contract; **NO ALTERNATE BIDS OR PARTIAL, SEASONAL OR END OF TERM** pricing will be accepted and will disqualify the vendor's proposal, entirely. Pricing submitted in this **BID SHALL** be guaranteed for the period of one year, from the time of award.

All specification information and requested Certificates **MUST** be included in the bound formal proposal tab and clearly indicate the specific bid item and tire size being referred to accordingly. (MANUFACTURE AND QUALITY EXEMPTION "ACCEPTANCE LETTER" SHALL BE BOUND WITH THE BID INCLUDING ALL APPLICABLE SPECIFICATIONS HIGHLIGHTED, REFERENCING THE SPECIFIC BID ITEM NUMBER(S) CONSIDERED FOR THE ALTERNATE SPECIFICATION.) PLEASE SEE "ALTERNATE, NON-CONFORMING AND/OR PROPOSED SUBSTITUTION" UNDER REQUIREMENTS. **Failure to adhere to the request will result in disqualification.**

4.2. GENERAL REQUIREMENTS AND AGREEMENT FOR NEW TIRE, RETREAD, AND FLAT REPAIR SERVICES

CONFORMANCE OF BID: The CITY OF EDINBURG reserves the right to reject any and all bids, the right to waive informalities, and the right to disregard alternate bids, nonconforming bids, conditional bids, partial bids, or counter bids. It is the intention of THE CITY OF EDINBURG to execute a final, binding Contract with the successful Vendor(s) which incorporates terms and conditions no less onerous than those appropriate to the engagement of a licensed contracting firm in connection with a project/ purchase of this magnitude, nature and importance. If the contract is to be awarded, it will be awarded to the lowest responsible Vendor(s) whose evaluation by the CITY indicates that the award will be in the best interest of the CITY OF EDINBURG. Pricing must be firm and held for the contract term; by signing the Bid, the bidder agrees that he has read and understood the instruction to bidders and thereby agrees to all of the specifications and stipulations as listed.

BILLING: Purchasing will be handled by the respective requesting Department. All purchasing of goods and services will be conducted by the specific Department seeking those goods and services; therefore, all billing and/or invoicing will be addressed to the same Department.

PURCHASE OF NEW TIRES: The City of Edinburg's intent is to obtain lowest prices offered as compared to, but not limited to, any other State or Federal Government entities for the same product or service. Tires **SHALL BE MANUFACTURED FOR EXTREME SERVICE APPLICATIONS ON/OFF HIGHWAY USE**; Tires **SHALL BE TIER I PREMIUM TIRES; "FIRST LINE QUALITY"** produced by the **MANUFACTURER AND SHALL CARRY THE COMPANY NAME**; Tires **SHALL BE OEM OR BETTER; GOODYEAR/DUNLOP, MICHELIN/BF GOODRICH OR BRIDGESTONE/FIRESTONE "ONLY"**, unless otherwise noted and accepted by the City, prior to the submittal of the bid. **(MANUFACTURE AND QUALITY EXEMPTION "ACCEPTANCE LETTER" SHALL BE BOUND WITH THE BID INCLUDING ALL APPLICABLE SPECIFICATIONS HIGHLIGHTED, REFERENCING THE SPECIFIC BID ITEM NUMBER(S) CONSIDERED FOR THE ALTERNATE SPECIFICATION.)** **PLEASE SEE "ALTERNATE, NON-CONFORMING AND/OR PROPOSED SUBSTITUTION" UNDER REQUIREMENTS.** Tires bid on and delivered to the City must meet or exceed the listed Uniform Tire Quality grade ratings for these type of tires. Tires shall be radial, manufactured with steel cord casing and steel cord belts or better, no blemishes or seconds. They also must be manufactured using **GOODYEAR OR EQUAL, WASTE HAUL TREAD COMPOUND; CHUNK CUT AND CHIP RESISTANT ULTRA ABRASIVE COMPOUND**, which protects against crippling and scaling in extreme service application on/off highway services. Tires must be manufactured using owner's OEM-type rims and built to original equipment height. **THE PRICE ON THIS BID IS TO INCLUDE DISMOUNTING, MOUNTING, BALANCING, VALVE STEAM AND TIRE DISPOSAL WHEN REQUIRED.** Bidder must maintain an adequate supply of all tire sizes available at all times. Bidder agrees to substitute for equal quality and value, any tires that have been discontinued and are no longer available. Delivery of tires shall be to designated City of Edinburg Facility. In addition, the City requests that the awarded vendor(s) keep a supply of the City's most popular tires in their inventory.

RETREAD SALES: The City is requesting pricing for recapping tires. Tires shall be recapped using a full cap **UNI CIRCLE, PRE-CURE, OR MOLD CURE** such as **BANDAG, MICHELIN RETREAD OR GOODYEAR RETREAD TECHNOLOGIES**. The mold tread must be **(MICHELIN XDY OR BANDAG BDM TREAD)** designed for mixed service use; on/off road. Tread must also have compound for chip and cut resistance. The City reserves the right to reject recaps which, in the opinion of the Director or his designee, do not meet quality standards. The City will mark all casings sent for retreading. The supplier will ensure that the same casings sent for retreading are returned to the City after retreading and not sold to other customers. Supplier will be required to pick up tires designated for recapping. A timely turnaround time is essential and will be a critical factor in this award. **THE BIDDER SHALL PROVIDE A CURRENT "COOPERATIVE PLANT QUALITY CERTIFICATION" CERTIFICATE INDICATING ITS FACILITY HAS BEEN APPROVED TO RETREAD GOVERNMENT TIRES.**

FLAT REPAIR SERVICES: The City is requesting pricing from qualified vendors for fleet flat repair services to be conducted at all points of the City of Edinburg service areas; to include but not limited to the Jasman Road Complex.

The qualified vendor shall perform all services necessary for the prompt and timely repair of all rolling stock for the City of Edinburg. The vendor will be required to perform pre-trip inspections of all vehicles as requested by each of the individual departments of the City, prior to their departure at **5:00 AM**

Monday thru Friday unless otherwise specified; to include a pre-trip inspection of our Collection Fleet on Sunday evening in preparation for their departure at **5 AM Monday morning**. The successful bidder is required to respond to a service request within **30 minutes** of the call within the City of Edinburg City Limits and **1 hour** to all other points being serviced by the City of Edinburg, within its Extra Territorial Jurisdiction or no further than 15 miles from City Hall.

SATISFACTORY SERVICE: It is agreed that all goods and services by the supplier or service provider shall be to the satisfaction of a designated City representative. In the event that the supplier or service provider defaults on performance of any of these requirements or if the service provider has been unavailable or unresponsive to our requests for **three non-consecutive times**, the City shall have the right to terminate this agreement upon 30 days written notice delivered to the supplier or service provider by mail. The supplier or service provider shall maintain this contract during the termination period. Termination of the contract may not relieve the supplier or service provider of any liability to the City for damages sustained by the City because of any breach of this agreement by the supplier or service provider. The City may withhold any payments to supplier or service provider for the purpose of set-off until such time as the exact amount of damages due to the City is determined.

WARRANTY: The successful supplier or service provider shall furnish **FACTORY WARRANTY** on all goods or services furnished hereunder against defect in materials and/or workmanship. The **FACTORY WARRANTY** shall become effective on the date of delivery and acceptance by the City. Should any defect in material or workmanship, except ordinary wear and tear, appear during the above stated warranty period, the successful bidder shall repair or replace same at no cost to the City. Warranties shall be indicated on the proposal sheet and enclosed therewith.

PRICE GUARANTEE PERIOD: Pricing on all items shall be **GUARANTEED** and **CONSIDERED FIRM** for a **TWELVE (12) MONTH PERIOD; NO CHANGES OR UNLISTED CHARGES/FEES** will be accepted for payment during the same period.

4.3. ALTERNATE, NON-CONFORMING AND/OR PROPOSED SUBSTITUTION

The City of Edinburg operates a uniform and standardized fleet which expressly provides for the interchangeability of common and/or singular components and reduces the need for large inventory stock; therefore, all variations and/or exceptions must be documented, referencing applicable items, specifications, and paragraph(s), and explained in detail on a separate page titled "Exceptions" (**A MANUFACTURER, TYPE AND QUALITY LISTED EXEMPTION "ACCEPTANCE LETTER" FROM THE CITY SHALL ACCOMPANY THE BID FOR ITS CONSIDERATION**). Otherwise it will be considered that product/equipment/services offered is in strict compliance with the specifications and requirements listed and successful bidder will be held responsible therefore. If the City of Edinburg determines by any means that exceptions exist which were not identified on such list or request, then that bid will be disqualified as being non-responsive. If no exceptions are taken or requested, it will be assumed that the bid meets all specifications as stated. **However, NO implication is made by THE CITY OF EDINBURG that exceptions will be Accepted**. The Bidder is advised that the response (or lack thereof) on this statement does not take precedence over specific responses or non-responses provided elsewhere in this bid.

The City of Edinburg requires that all Non-Conforming or Alternate Tire (specifications) being proposed for consideration **MUST** be accompanied by an "Exemption Acceptance Letter" approved and executed

by the City for each of the non-conforming and/or alternate tire specifications. The letter must be issued prior to the bid opening and on the year of the Bid Proposal Request and must accompany the formal proposal and outline the Bid item and tire size and the specifications attached will highlight the specific item to be considered for review. The formal Bid shall be bound with the bid including all applicable specification highlighted, referencing the specific bid item number(s) considered for the alternate specification. If the formal proposal indicates that an Alternate/Substitute Specification was listed for pricing but vendor failed to properly address the requirements listed for such Alternate/Substitute consideration; this will result in the disqualification of that specific Bid Item.

General: All tires sold and mounted on City vehicles shall be new and unused, unless the Director or designee approves a vehicle for retread tires. All new tires must have a retreadable casing and have the capability to run the full life of the retread.

Quality: Tires **SHALL BE TIER I PREMIUM TIRES; "FIRST LINE QUALITY"** produced by the manufacturer and shall carry the company name; Tires **SHALL BE OEM OR BETTER; GOODYEAR/DUNLOP, MICHELIN/BF GOODRICH OR BRIDGESTONE/FIRESTONE ONLY**. Suppliers may be required to submit proof that tires offered meet the specification listed.

If an alternate request will be submitted please be sure to email dcardenas@cityofedinburg.com.

5. Vendor Questionnaire

5.1. Required Forms

5.1.1. *Attach a copy of your company's insurance certificate.**

Please attach the insurance certificate

*Response required

5.1.2. *Please fill out General Questionnaire and upload here **

Please download the below documents, complete, and upload.

- [GENERAL QUESTIONNAIRE.pdf](#)

*Response required

5.1.3. *Please fill out the Litigation Disclosure form and upload here**

Please download the below documents, complete, and upload.

- [LITIGATION DISCLOSURE FORM.pdf](#)

*Response required

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

Please download the below documents, complete, and upload.

- [CONFLICT OF INTEREST.pdf](#)

*Response required

5.1.5. *Please fill out and sign House Bill 89 and upload here**

HB 89

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

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

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

*Response required

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

SB 13 ENERGY COMPANY BOYCOTTS

The 87th Texas Legislature approved new legislation, effective Sept. 1, 2021, which amends Texas Local Government Code 2274.002 Section 1. Subtitle A, Title 8 by adding Chapter 809 which states that a

governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

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

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

*Response required

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

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

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

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

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

*Response required

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

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

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

*Response required

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

CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ,

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

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

*Response required

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

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

For more information go to the Texas Ethics Commission web page at <https://www.ethics.state.tx.us/filinginfo/1295/>.

☐ Yes

☐ No

*Response required

6. Pricing Proposal

STEER AXLE TIRES

Tires must be an All Position or Steering Optimized Radial; optimized for exceptional traction and wear in mixed and severe on/off road service. Listed are the Acceptable Specifications and Model Numbers for this type Tire application. All exceptions to these specifications must be Pre-Approved by the City and the Exemption Letter must accompany the bid for consideration. Quality: Tires SHALL BE TIER I PREMIUM TIRES; "FIRST LINE QUALITY" produced by the manufacturer and shall carry the company name; Tires SHALL BE OEM OR BETTER; GOODYEAR/DUNLOP, MICHELIN/BF GOODRICH OR BRIDGESTONE/FIRESTONE ONLY. Suppliers may be required to submit proof that tires offered meet the specification listed. If any line item or specific cost of a line item is left blank in either the Proposal or the Specification Attachment Sheet, the City will assume the bidder cannot meet the specifications or the request for that line item and may cause the rejection of the bid. (MANUFACTURE AND QUALITY EXEMPTION "CITY APPROVED AND ACCEPTANCE LETTER" SHALL BE BOUND WITH THE BID INCLUDING ALL APPLICABLE SPECIFICATIONS HIGHLIGHTED, REFERENCING THE SPECIFIC BID ITEM NUMBER(S) CONSIDERED FOR THE ALTERNATE SPECIFICATION.) PLEASE SEE ATTACHMENT I FOR SPECIFICS OF SPECIFICATIONS THAT WILL ONLY BE CONSIDERED

Item	Estd Qty	Tire Sizes	No Bid	Bid Price Per Unit	Cost to Mount & Dismount	Balancing	Alignment	Manufacturer & Tire Specs	Warranty
11.1	62	11R22.5							
11.2	80	315/80R22.5							
11.3	8	385/65R22.5							
11.4	8	425/65R22.5							

DRIVE AXLE TIRES

Tire must be Drive position only On/Off Road Radial Tire; optimized for exceptional traction and wear in mixed and severe on/off road service. Listed are the Acceptable Specifications and Model Numbers for this type Tire application. All exceptions to these specifications must be Pre-Approved by the City and the Exemption Letter must accompany the bid for consideration. Quality: Tires SHALL BE TIER I PREMIUM TIRES; "FIRST LINE QUALITY" produced by the manufacturer and shall carry the company name; Tires SHALL BE OEM OR BETTER; GOODYEAR/DUNLOP, MICHELIN/BF GOODRICH OR BRIDGESTONE/FIRESTONE ONLY. Suppliers may be required to submit proof that tires offered meet the specification listed. If any line item or specific cost of a line item is left blank in either the Proposal or the Specification Attachment Sheet, the City will assume the bidder cannot meet the specifications or the request for that line item and may cause the rejection of the bid. (MANUFACTURE AND QUALITY EXEMPTION "CITY APPROVED AND ACCEPTANCE LETTER" SHALL BE BOUND WITH THE BID INCLUDING ALL APPLICABLE SPECIFICATIONS HIGHLIGHTED, REFERENCING THE SPECIFIC BID ITEM NUMBER(S)

CONSIDERED FOR THE ALTERNATE SPECIFICATION.) PLEASE SEE ATTACHMENT II FOR SPECIFICS OF SPECIFICATIONS THAT WILL ONLY BE CONSIDERED

Item	Estd Qty	Tire Sizes	No Bid	Bid Price Per Unit	Cost to Mount & Dismount	Balancing	Alignment	Manufacturer & Tire Specs	Warranty
12.1	94	11R22.5							
12.2	1	315/80R22.5							
12.3	1	425/65R22.5							

TIRE RETREAD

RETREAD SERVICES – The mold tread SHALL be (Michelin XDY or Bandag BDM Tread) designed for mixed service use; on/off road service; designed for refuse and construction industry. Molded tread must contain compound for chip/cut resistance and shall be traction enhanced and conform to the mold for Michelin XDY or Bandag BDM Tread. Listed are the Acceptable Specifications and Model Numbers for this type Tire application. All exceptions to these specifications must be Pre-Approved by the City and the Exemption Letter must accompany the bid for consideration. If any line item or specific cost of a line item is left blank in either the Proposal or the Specification Attachment Sheet, the City will assume the bidder cannot meet the specifications or the request for that line item and may cause the rejection of the bid. PLEASE SEE ATTACHMENT III FOR SPECIFICS OF SPECIFICATIONS THAT WILL ONLY BE CONSIDERED

Item	Estd Qty	Tire Sizes	No Bid	Casing Cost (New)	Mold Type	Tread Depth & Load Range	Cost Per Section Repair	Turnaround Time	Warranty
13.1	1	11R22.5							
13.2	1	315/80R22.5							

CONSTRUCTION, AGRICULTURE AND IMPLEMENT TIRES

All Tires Must Meet or Exceed the Following features a heavy-duty, all steel radial traction design for construction use, graders, loaders and earthmovers. Listed are the Acceptable Specifications and Model Numbers for this type Tire application. All exceptions to these specifications must be Pre-Approved by the City and the Exemption Letter must accompany the bid for consideration. If any line item or specific cost of a line item is left blank in either the Proposal or the Specification Attachment Sheet, the City will assume the bidder cannot meet the specifications or the request for that line item and may cause the rejection of the bid. PLEASE SEE ATTACHMENT IV FOR SPECIFICS OF SPECIFICATIONS THAT WILL ONLY BE CONSIDERED

Item	Estd Qty	Tire Sizes	No Bid	Bid Price Per Unit	Cost to Mount & Dismount	Balancing	Alignment	Manufacturer & Tire Specs	Warranty
14.1	1	2.5-80-18							
14.2	1	4-5-24							
14.3	2	11L-15SL							
14.4	4	12.5-80.18							
14.5	1	13x6.5-6							
14.6	1	14.00-24							
14.7	1	16.9x30							
14.8	4	19.5L-24							
14.9	1	21x7-12							
14.10	1	21x7-18 NMS							
14.11	20	23.5R25							
14.12	36	29.5-25							
14.13	1	24x12.00							
14.14	1	205/75/15							
14.15	1	235/85R16							
14.16	1	380/85/24							
14.17	1	460/85/38							
14.18	1	775/65R29							
14.19	1	ST235/80R16							
14.20	1	ST235/85R16							
14.21	1	875/65R29							

SPECIALTY TIRES “FIRE EMERGENCY SERVICES”

Each proposed tire must be specifically designed and rated for FIRE SERVICE USE. For safety reasons, the EDINBURG FIRE DEPARTMENT will ONLY CONSIDER MICHELIN TIRES or a department approved equal. Since the safety to our Citizens and Fire Personnel, is a primary concern, this department will not accept any tire, which can contribute to loss of vehicle/apparatus control or performance. If a vendor chooses to submit a tire, other than MICHELIN TIRES, the vendor will need to address all safety and performance concerns to the satisfaction of the department. Any proposed tire shall meet the minimum technical specifications, and shall meet the minimum specifications under NFPA 1911 and/or TRUCK MANUFACTURER for “FIRE EMERGENCY RESPONSE”. ALL EXCEPTIONS TO THESE SPECIFICATIONS MUST BE PRE-APPROVED BY THE CITY AND THE EXEMPTION LETTER MUST ACCOMPANY THE BID FOR CONSIDERATION. Quality: Tires SHALL BE TIER I PREMIUM TIRES; “FIRST LINE QUALITY” produced by the manufacturer and shall carry the company name; Tires SHALL BE OEM OR BETTER; MICHELIN/BF GOODRICH, ONLY. Suppliers may be required to submit proof that tires offered meet the specification listed. If any line item or specific cost of a line item is left blank in either the Proposal or the Specification Attachment Sheet, the City will assume the bidder cannot meet the specifications or the request for that line item and may cause the rejection of the bid. (MANUFACTURE AND QUALITY EXEMPTION “CITY APPROVED AND ACCEPTANCE LETTER” SHALL BE BOUND WITH THE BID INCLUDING ALL APPLICABLE SPECIFICATIONS HIGHLIGHTED, REFERENCING THE SPECIFIC BID ITEM NUMBER(S) CONSIDERED FOR THE ALTERNATE SPECIFICATION.) PLEASE SEE ATTACHMENT V FOR SPECIFICS OF SPECIFICATIONS PLEASE SEE ATTACHMENT V FOR SPECIFICS OF SPECIFICATIONS THAT WILL ONLY BE CONSIDERED

Item	Estd Qty	Tire Sizes	No Bid	Bid Price Per Unit	Cost to Mount & Dismount	Balancing	Valve Stem Cost Per Unit	Manufacturer & Tire Specs	Warranty
15.1	12	10.00R20 Drive Tire							
15.2	12	10.00R20 Steering Tire							
15.3	36	11R22.5 Drive Tire							
15.4	36	11R22.5 Steering Tire							
15.5	6	11R24.5 Drive Tire							
15.6	36	12R22.5 Drive Tire							
15.7	36	12R22.5 Steering Tire							
15.8	6	LT215/85R16							

Item	Estd Qty	Tire Sizes	No Bid	Bid Price Per Unit	Cost to Mount & Dismount	Balancing	Valve Stem Cost Per Unit	Manufacturer & Tire Specs	Warranty
15.9	6	225/70R19.5 RSS							
15.10	12	225/70R19.5 RSD							
15.11	12	235/75R17.5							
15.12	4	LT245/75R16							
15.13	4	A/T 265/70R17 115S M+S							
15.14	4	LT265/75R16							
15.15	4	LT275/65R18 LR E							
15.16	8	275/80R22.5							
15.17	2	285/75R24.5							
15.18	16	315/80R22.5							
15.19	4	385/65R22.5							
15.20	2	425/65R22.5							
15.21	2	445/65R22.5							
15.22	2	LT245/75R17 LR E							
15.23	2	M/T LT275/70R18 LR E							
15.24	2	HTP 265/65R18 M+S							
15.25	2	365/80R20							

Item	Estd Qty	Tire Sizes	No Bid	Bid Price Per Unit	Cost to Mount & Dismount	Balancing	Valve Stem Cost Per Unit	Manufacturer & Tire Specs	Warranty
15.26	2	LT 275/65R18 123/120 S							
15.27	2	LT 275/65R18 LR C							
15.28	2	225/70R19.5 LR G							

SPECIALTY TIRES “PICK UP TRUCK”

Each proposed tire must be specifically designed and rated for all-terrain handling; offering tough traction for ON and OFF-ROAD performance, and help deliver responsive steering and handling. For safety reasons, the City will only consider Goodyear® Wrangler tires or an approved equal. Since the safety to our citizens and employees, is a primary concern, the City will not accept any tire, which can contribute to loss of vehicle control or performance. If a vendor chooses to submit a tire, other than the

Goodyear® Wrangler, the vendor will need to address all safety and performance concerns to the satisfaction of the department. Quality: Tires SHALL BE TIER I PREMIUM TIRES; “FIRST LINE QUALITY” produced by the manufacturer and shall carry the company name; Tires SHALL BE OEM OR BETTER;

GOODYEAR/DUNLOP, ONLY. Suppliers may be required to submit proof that tires offered meet the specification listed. If any line item or specific cost of a line item is left blank in either the Proposal or the Specification Attachment Sheet, the City will assume the bidder cannot meet the specifications or the request for that line item and may cause the rejection of the bid. All exceptions to these specifications must be Pre-Approved by the City and the Exemption Letter must accompany the bid for consideration.

PLEASE SEE ATTACHMENT VI FOR SPECIFICS OF SPECIFICATIONS THAT WILL ONLY BE CONSIDERED

Item	Estd Qty	Tire Sizes	No Bid	Bid Price Per Unit	Cost to Mount & Dismount	Balancing	Alignment	Manufacturer & Tire Specs	Warranty
16.1	1	225/65R16							
16.2	1	225/65R17							
16.3	1	225/70R19.5							
16.4	1	265/70R17							
16.5	1	215/75R17.5							
16.6	1	LT215/75R15							

Item	Estd Qty	Tire Sizes	No Bid	Bid Price Per Unit	Cost to Mount & Dismount	Balancing	Alignment	Manufacturer & Tire Specs	Warranty
16.7	34	LT235/85R16							
16.8	16	245/70R17							
16.9	1	LT245/75R16							
16.10	4	275/65R18							
16.11	1	285/70/17							
16.12	1	225/75R15							
16.13	32	235/70R16							
16.14	4	265/70R16							
16.15	1	245/75R17							
16.16	1	LT285/70R17							
16.17	1	205/75R15							

FLAT REPAIR SERVICES

Item	Estd Qty	Tire Sizes	No Bid	Flat Repair 6 AM / 7 PM	Flat Repair 7 PM / 6 AM	Cost to Mount & Dismount	Cost to Switch Out	O-Ring Cost Per Unit	Valve Stem Cost Per Unit
17.1	1	10.00R20							
17.2	1	11L-15							
17.3	1	11R22.5							
17.4	1	11R24.5							
17.5	1	12.5-80.18							
17.6	1	12R22.5							
17.7	1	13x6.5-6							

Request for Bids #2025-27

Title: New Tires, Retread, and Flat Repair Services

Item	Estd Qty	Tire Sizes	No Bid	Flat Repair 6 AM / 7 PM	Flat Repair 7 PM / 6 AM	Cost to Mount & Dismount	Cost to Switch Out	O-Ring Cost Per Unit	Valve Stem Cost Per Unit
17.8	1	14.00-24							
17.9	1	16.9x30							
17.10	1	19.5L-24							
17.11	1	2.5-80-18							
17.12	1	205/75/15							
17.13	1	215/75R15							
17.14	1	215/75R17.5							
17.15	1	215/85R16							
17.16	1	21x7-12							
17.17	1	21x7-18							
17.18	1	225/65R16							
17.19	1	225/65R17							
17.20	1	225/70R19.5							
17.21	1	225/75R15							
17.22	1	23.5R25							
17.23	1	235/70R16							
17.24	1	235/75R17.5							
17.25	1	235/80R16							
17.26	1	235/85R16							
17.27	1	245/70R17							
17.28	1	245/75R16							

Request for Bids #2025-27

Title: New Tires, Retread, and Flat Repair Services

Item	Estd Qty	Tire Sizes	No Bid	Flat Repair 6 AM / 7 PM	Flat Repair 7 PM / 6 AM	Cost to Mount & Dismount	Cost to Switch Out	O-Ring Cost Per Unit	Valve Stem Cost Per Unit
17.29	1	245/75R17							
17.30	1	24x12.00							
17.31	1	265/65R18							
17.32	1	265/70R16							
17.33	1	265/70R17							
17.34	1	265/75R16							
17.35	1	275/65R18							
17.36	1	275/70R18							
17.37	1	275/80R22.5							
17.38	1	285/70R17							
17.39	1	285/75R24.5							
17.40	1	29.5-25							
17.41	1	315/80R22.5							
17.42	1	365/80R20							
17.43	1	380/85/24							
17.44	1	385/65R22.5							
17.45	1	425/65R22.5							
17.46	1	445/65R22.5							
17.47	1	4-5-24							
17.48	1	460/85/38							
17.49	1	775/65R29							

Item	Estd Qty	Tire Sizes	No Bid	Flat Repair 6 AM / 7 PM	Flat Repair 7 PM / 6 AM	Cost to Mount & Dismount	Cost to Switch Out	O-Ring Cost Per Unit	Valve Stem Cost Per Unit
17.50	1	875/65R29							

SERVICE CALLS

These are charges in addition to the flat repair cost associated with the trip to the call. All bids must be submitted on the City's form provided. Bidders shall complete the specification column with a price to indicate the cost of the item or the cost to perform the service as specified. If an item is left blank, the City will assume the bidder cannot meet the specifications and may cause rejection of the bid. If any line item or specific cost of a line item is left blank in either the Proposal or the Specification Attachment Sheet, the City will assume the bidder cannot meet the specifications or the request for that line item and may cause the rejection of the bid. PLEASE SEE ATTACHMENT VII FOR SPECIFICS OF SPECIFICATIONS

THAT WILL ONLY BE CONSIDERED

Line Item	Description	No Bid	Unit Price	Unit Price
18.1	Sunday Pretrip Inspection			Per Hour
18.2	5 AM Pretrip Inspection Mon-Friday			Per Hour
18.3	Repair Call 7AM – 7PM			Once Per Event
18.4	Repair Call 7PM – 7AM			Once Per Event



City of Edinburg
Solid Waste

Ramiro Gomez, Solid Waste Director
415 W. University Drive, Edinburg, TX 78541

[ARAUJO INDUSTRIAL SUPPLY'S LLC] RESPONSE DOCUMENT REPORT

NTB-ITEMS No. 2025-27

[New Tires, Retread, and Flat Repair Services](#)

RESPONSE DEADLINE: September 30, 2025 at 3:00 pm

Report Generated: Thursday, October 2, 2025

Araujo Industrial Supply's LLC Response

CONTACT INFORMATION

Company:

Araujo Industrial Supply's LLC

Email:

edgar-araujo99@hotmail.com

Contact:

Edgar Araujo

Address:

2601 Mid Valley Dr
Weslaco, TX 79599

Phone:

(956) 576-2619

Website:

N/A

Submission Date:

Sep 30, 2025 11:48 AM (Central Time)

ADDENDA CONFIRMATION

No addenda issued

QUESTIONNAIRE

1. Required Forms

ATTACH A COPY OF YOUR COMPANY'S INSURANCE CERTIFICATE.*

Fail

Please attach the insurance certificate

Insurance_card.jpg

PLEASE FILL OUT GENERAL QUESTIONNAIRE AND UPLOAD HERE *

Pass

Please download the below documents, complete, and upload.

- [GENERAL QUESTIONNAIRE.pdf](#)

General_Questionnaire__1.jpg

General_Questionnaire__2.jpg

PLEASE FILL OUT THE LITIGATION DISCLOSURE FORM AND UPLOAD HERE*

Pass

Please download the below documents, complete, and upload.

- [LITIGATION DISCLOSURE FORM.pdf](#)

Litigation_of_disclosure.jpg

PLEASE FILL OUT AND SIGN THE CONFLICT OF INTEREST DISCLOSURE FORM AND UPLOAD HERE*

Pass

Please download the below documents, complete, and upload.

- [CONFLICT OF INTEREST.pdf](#)

Conflict_of_interest_disclosure__1.jpg

Conflict_of_interest_disclosure__2.jpg

PLEASE FILL OUT AND SIGN HOUSE BILL 89 AND UPLOAD HERE*

Pass

HB 89

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

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

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

House_Bill_89.jpg

PLEASE FILL OUT AND SIGN SENATE BILL 13 AND UPLOAD HERE*

Pass

SB 13 ENERGY COMPANY BOYCOTTS

The 87th Texas Legislature approved new legislation, effective Sept. 1, 2021, which amends Texas Local Government Code 2274.002 Section 1. Subtitle A, Title 8 by adding Chapter 809 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

1) does not boycott energy companies and will not boycott energy companies during the term of the Contract. If Respondent does not make that verification, Respondent must so indicate in its Response and state why the certification is not required , or

2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Agency.

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

Senate_bill_13.jpg

PLEASE FILL OUT AND SIGN SENATE BILL 19 AND UPLOAD HERE*

Pass

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

1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and

2) will not discriminate during the term of the contract against a firearm entity or firearm trade association.

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

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

Senate_bill_19_1.jpg

Senate_bill_19_2.jpg

PLEASE FILL OUT AND SIGN THE NON-COLLUSION AFFIDAVIT AND UPLOAD HERE*

Pass

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

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

Non_collusion_affidavit_.jpg

PLEASE FILL OUT AND SIGN THE CONFLICT OF INTEREST FORM AND UPLOAD HERE*

Pass

CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE

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

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

Conflict_of_interest_questionnaire.jpg

IF AWARDED THE 1295 FORM WILL NEED TO BE PROVIDED.*

Pass

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

For more information go to the Texas Ethics Commission web page at <https://www.ethics.state.tx.us/filinginfo/1295/>.

Yes

PRICE TABLES

STEER AXLE TIRES

Tires must be an All Position or Steering Optimized Radial; optimized for exceptional traction and wear in mixed and severe on/off road service. Listed are the Acceptable Specifications and Model Numbers for this type Tire application. All exceptions to these specifications must be Pre-Approved by the City and the Exemption Letter must accompany the bid for consideration. Quality: Tires SHALL BE TIER I PREMIUM TIRES; "FIRST LINE QUALITY" produced by the manufacturer and shall carry the company name; Tires SHALL BE OEM OR BETTER; GOODYEAR/DUNLOP, MICHELIN/BF GOODRICH OR BRIDGESTONE/FIRESTONE ONLY. Suppliers may be required to submit proof that tires offered meet the specification listed. If any line item or specific cost of a line item is left blank in either the Proposal or the Specification Attachment Sheet, the City will assume the bidder cannot meet the specifications or the request for that line item and may cause the rejection of the bid. (MANUFACTURE AND QUALITY EXEMPTION "CITY APPROVED AND ACCEPTANCE LETTER" SHALL BE BOUND WITH THE BID INCLUDING ALL APPLICABLE SPECIFICATIONS HIGHLIGHTED, REFERENCING THE SPECIFIC BID ITEM NUMBER(S) CONSIDERED FOR THE ALTERNATE SPECIFICATION.) PLEASE SEE ATTACHMENT I FOR SPECIFICS OF SPECIFICATIONS THAT WILL ONLY BE CONSIDERED

Item	Estd Qty	Tire Sizes	No Bid	Bid Price Per Unit	Cost to Mount & Dismount	Balancing	Alignment	Manufacturer & Tire Specs	Warranty
11.1	62	11R22.5	X	No Bid					
11.2	80	315/80R22.5	X	No Bid					
11.3	8	385/65R22.5	X	No Bid					
11.4	8	425/65R22.5	X	No Bid					

DRIVE AXLE TIRES

Tire must be Drive position only On/Off Road Radial Tire; optimized for exceptional traction and wear in mixed and severe on/off road service. Listed are the Acceptable Specifications and Model Numbers for this type Tire application. All exceptions to these specifications must be Pre-Approved by the City and the Exemption Letter must accompany the bid for consideration. Quality: Tires SHALL BE TIER I PREMIUM TIRES; "FIRST LINE QUALITY" produced by the manufacturer and shall carry the company name; Tires SHALL BE OEM OR BETTER; GOODYEAR/DUNLOP, MICHELIN/BF GOODRICH OR BRIDGESTONE/FIRESTONE ONLY. Suppliers may be required to submit proof that tires offered meet the specification listed. If any line item or specific cost of a line item is left blank in either the Proposal or the Specification Attachment Sheet, the City will assume the bidder cannot meet the specifications or the request for that line item and may cause the rejection of the bid. (MANUFACTURE AND QUALITY EXEMPTION "CITY APPROVED AND ACCEPTANCE LETTER" SHALL BE BOUND WITH THE BID INCLUDING ALL APPLICABLE SPECIFICATIONS HIGHLIGHTED, REFERENCING THE SPECIFIC BID ITEM NUMBER(S) CONSIDERED FOR THE ALTERNATE SPECIFICATION.) PLEASE SEE ATTACHMENT II FOR SPECIFICS OF SPECIFICATIONS THAT WILL ONLY BE CONSIDERED

Item	Estd Qty	Tire Sizes	No Bid	Bid Price Per Unit	Cost to Mount & Dismount	Balancing	Alignment	Manufacturer & Tire Specs	Warranty
12.1	94	11R22.5	X	No Bid					
12.2	1	315/80R22.5	X	No Bid					
12.3	1	425/65R22.5	X	No Bid					

TIRE RETREAD

RETREAD SERVICES – The mold tread SHALL be (Michelin XDY or Bandag BDM Tread) designed for mixed service use; on/off road service; designed for refuse and construction industry. Molded tread must contain compound for chip/cut resistance and shall be traction enhanced and conform to the mold for Michelin XDY or Bandag BDM Tread. Listed are the Acceptable Specifications and Model Numbers for this type Tire application. All exceptions to these specifications must be Pre-Approved by the City and the Exemption Letter must accompany the bid for consideration. If any line item or specific cost of a line item is left blank in either the Proposal or the Specification Attachment Sheet, the City will assume the bidder cannot meet the specifications or the request for that line item and may cause the rejection of the bid. PLEASE SEE ATTACHMENT III FOR SPECIFICS OF SPECIFICATIONS THAT WILL ONLY BE CONSIDERED

Item	Estd Qty	Tire Sizes	No Bid	Casing Cost (New)	Mold Type	Tread Depth & Load Range	Cost Per Section Repair	Turnaround Time	Warranty
13.1	1	11R22.5		\$199.00	Pre Q Galgo Waste Hauler Lug	24/32	\$0	5 Business Days	Warranty on retread failure
13.2	1	315/80R22.5		\$269.00	Pre Q Galgo Waste Hauler Lug	32/32	\$0	5 Business Days	Warranty on retread failure.

CONSTRUCTION, AGRICULTURE AND IMPLEMENT TIRES

All Tires Must Meet or Exceed the Following features a heavy-duty, all steel radial traction design for construction use, graders, loaders and earthmovers. Listed are the Acceptable Specifications and Model Numbers for this type Tire application. All exceptions to these specifications must be Pre-Approved by the City and the Exemption Letter must accompany the bid for consideration. If any line item or specific cost of a line item is left blank in either the Proposal or the Specification Attachment Sheet, the City will assume the bidder cannot meet the specifications or the request for that line item and may cause the rejection of the bid. PLEASE SEE ATTACHMENT IV FOR SPECIFICS OF SPECIFICATIONS THAT WILL ONLY BE CONSIDERED

Item	Estd Qty	Tire Sizes	No Bid	Bid Price Per Unit	Cost to Mount & Dismount	Balancing	Alignment	Manufacturer & Tire Specs	Warranty
14.1	1	2.5-80-18	X	No Bid					
14.2	1	4-5-24	X	No Bid					
14.3	2	11L-15SL	X	No Bid					
14.4	4	12.5-80.18	X	No Bid					
14.5	1	13x6.5-6	X	No Bid					
14.6	1	14.00-24	X	No Bid					
14.7	1	16.9x30	X	No Bid					
14.8	4	19.5L-24	X	No Bid					

[ARAUJO INDUSTRIAL SUPPLY'S LLC] RESPONSE DOCUMENT REPORT
NTB-ITEMS No. 2025-27
New Tires, Retread, and Flat Repair Services

Item	Estd Qty	Tire Sizes	No Bid	Bid Price Per Unit	Cost to Mount & Dismount	Balancing	Alignment	Manufacturer & Tire Specs	Warranty
14.9	1	21x7-12	X	No Bid					
14.10	1	21x7-18 NMS	X	No Bid					
14.11	20	23.5R25	X	No Bid					
14.12	36	29.5-25	X	No Bid					
14.13	1	24x12.00	X	No Bid					
14.14	1	205/75/15	X	No Bid					
14.15	1	235/85R16	X	No Bid					
14.16	1	380/85/24	X	No Bid					
14.17	1	460/85/38	X	No Bid					
14.18	1	775/65R29	X	No Bid					
14.19	1	ST235/80R16	X	No Bid					
14.20	1	ST235/85R16	X	No Bid					
14.21	1	875/65R29	X	No Bid					

SPECIALTY TIRES “FIRE EMERGENCY SERVICES”

Each proposed tire must be specifically designed and rated for FIRE SERVICE USE. For safety reasons, the EDINBURG FIRE DEPARTMENT will ONLY CONSIDER MICHELIN TIRES or a department approved equal. Since the safety to our Citizens and Fire Personnel, is a primary concern, this department will not accept any tire, which can contribute to loss of vehicle/apparatus control or performance. If a vendor chooses to submit a tire, other than MICHELIN TIRES, the vendor will need to address all safety and performance concerns to the satisfaction of the department. Any proposed tire shall meet the minimum technical specifications, and shall meet the minimum specifications under NFPA 1911 and/or TRUCK MANUFACTURER for “FIRE EMERGENCY RESPONSE”. ALL EXCEPTIONS TO THESE

SPECIFICATIONS MUST BE PRE-APPROVED BY THE CITY AND THE EXEMPTION LETTER MUST ACCOMPANY THE BID FOR CONSIDERATION. Quality: Tires SHALL BE TIER I PREMIUM TIRES; "FIRST LINE QUALITY" produced by the manufacturer and shall carry the company name; Tires SHALL BE OEM OR BETTER; MICHELIN/BF GOODRICH, ONLY. Suppliers may be required to submit proof that tires offered meet the specification listed. If any line item or specific cost of a line item is left blank in either the Proposal or the Specification Attachment Sheet, the City will assume the bidder cannot meet the specifications or the request for that line item and may cause the rejection of the bid. (MANUFACTURE AND QUALITY EXEMPTION "CITY APPROVED AND ACCEPTANCE LETTER" SHALL BE BOUND WITH THE BID INCLUDING ALL APPLICABLE SPECIFICATIONS HIGHLIGHTED, REFERENCING THE SPECIFIC BID ITEM NUMBER(S) CONSIDERED FOR THE ALTERNATE SPECIFICATION.) PLEASE SEE ATTACHMENT V FOR SPECIFICS OF SPECIFICATIONS PLEASE SEE ATTACHMENT V FOR SPECIFICS OF SPECIFICATIONS THAT WILL ONLY BE CONSIDERED

Item	Estd Qty	Tire Sizes	No Bid	Bid Price Per Unit	Cost to Mount & Dismount	Balancing	Valve Stem Cost Per Unit	Manufacturer & Tire Specs	Warranty
15.1	12	10.00R20 Drive Tire	X	No Bid					
15.2	12	10.00R20 Steering Tire	X	No Bid					
15.3	36	11R22.5 Drive Tire	X	No Bid					
15.4	36	11R22.5 Steering Tire	X	No Bid					
15.5	6	11R24.5 Drive Tire	X	No Bid					
15.6	36	12R22.5 Drive Tire	X	No Bid					
15.7	36	12R22.5 Steering Tire	X	No Bid					
15.8	6	LT215/85R16	X	No Bid					
15.9	6	225/70R19.5 RSS	X	No Bid					
15.10	12	225/70R19.5 RSD	X	No Bid					

[ARAUJO INDUSTRIAL SUPPLY'S LLC] RESPONSE DOCUMENT REPORT
NTB-ITEMS No. 2025-27
New Tires, Retread, and Flat Repair Services

Item	Estd Qty	Tire Sizes	No Bid	Bid Price Per Unit	Cost to Mount & Dismount	Balancing	Valve Stem Cost Per Unit	Manufacturer & Tire Specs	Warranty
15.11	12	235/75R17.5	X	No Bid					
15.12	4	LT245/75R16	X	No Bid					
15.13	4	A/T 265/70R17 115S M+S	X	No Bid					
15.14	4	LT265/75R16	X	No Bid					
15.15	4	LT275/65R18 LR E	X	No Bid					
15.16	8	275/80R22.5	X	No Bid					
15.17	2	285/75R24.5	X	No Bid					
15.18	16	315/80R22.5	X	No Bid					
15.19	4	385/65R22.5	X	No Bid					
15.20	2	425/65R22.5	X	No Bid					
15.21	2	445/65R22.5	X	No Bid					
15.22	2	LT245/75R17 LR E	X	No Bid					
15.23	2	M/T LT275/70R18 LR E	X	No Bid					
15.24	2	HTP 265/65R18 M+S	X	No Bid					
15.25	2	365/80R20	X	No Bid					
15.26	2	LT 275/65R18 123/120 S	X	No Bid					

Item	Estd Qty	Tire Sizes	No Bid	Bid Price Per Unit	Cost to Mount & Dismount	Balancing	Valve Stem Cost Per Unit	Manufacturer & Tire Specs	Warranty
15.27	2	LT 275/65R18 LR C	X	No Bid					
15.28	2	225/70R19.5 LR G	X	No Bid					

SPECIALTY TIRES “PICK UP TRUCK”

Each proposed tire must be specifically designed and rated for all-terrain handling; offering tough traction for ON and OFF-ROAD performance, and help deliver responsive steering and handling. For safety reasons, the City will only consider Goodyear® Wrangler tires or an approved equal. Since the safety to our citizens and employees, is a primary concern, the City will not accept any tire, which can contribute to loss of vehicle control or performance. If a vendor chooses to submit a tire, other than the Goodyear® Wrangler, the vendor will need to address all safety and performance concerns to the satisfaction of the department. Quality: Tires SHALL BE TIER I PREMIUM TIRES; “FIRST LINE QUALITY” produced by the manufacturer and shall carry the company name; Tires SHALL BE OEM OR BETTER; GOODYEAR/DUNLOP, ONLY. Suppliers may be required to submit proof that tires offered meet the specification listed. If any line item or specific cost of a line item is left blank in either the Proposal or the Specification Attachment Sheet, the City will assume the bidder cannot meet the specifications or the request for that line item and may cause the rejection of the bid. All exceptions to these specifications must be Pre-Approved by the City and the Exemption Letter must accompany the bid for consideration. PLEASE SEE ATTACHMENT VI FOR SPECIFICS OF SPECIFICATIONS THAT WILL ONLY BE CONSIDERED

Item	Estd Qty	Tire Sizes	No Bid	Bid Price Per Unit	Cost to Mount & Dismount	Balancing	Alignment	Manufacturer & Tire Specs	Warranty
16.1	1	225/65R16	X	No Bid					
16.2	1	225/65R17	X	No Bid					
16.3	1	225/70R19.5	X	No Bid					
16.4	1	265/70R17	X	No Bid					
16.5	1	215/75R17.5	X	No Bid					

[ARAUJO INDUSTRIAL SUPPLY'S LLC] RESPONSE DOCUMENT REPORT
NTB-ITEMS No. 2025-27
New Tires, Retread, and Flat Repair Services

Item	Estd Qty	Tire Sizes	No Bid	Bid Price Per Unit	Cost to Mount & Dismount	Balancing	Alignment	Manufacturer & Tire Specs	Warranty
16.6	1	LT215/75R15	X	No Bid					
16.7	34	LT235/85R16	X	No Bid					
16.8	16	245/70R17	X	No Bid					
16.9	1	LT245/75R16	X	No Bid					
16.10	4	275/65R18	X	No Bid					
16.11	1	285/70/17	X	No Bid					
16.12	1	225/75R15	X	No Bid					
16.13	32	235/70R16	X	No Bid					
16.14	4	265/70R16	X	No Bid					
16.15	1	245/75R17	X	No Bid					
16.16	1	LT285/70R17	X	No Bid					
16.17	1	205/75R15	X	No Bid					

FLAT REPAIR SERVICES

Item	Estd Qty	Tire Sizes	No Bid	Flat Repair 6 AM / 7 PM	Flat Repair 7 PM / 6 AM	Cost to Mount & Dismount	Cost to Switch Out	O-Ring Cost Per Unit	Valve Stem Cost Per Unit
17.1	1	10.00R20	X	No Bid					
17.2	1	11L-15	X	No Bid					
17.3	1	11R22.5	X	No Bid					
17.4	1	11R24.5	X	No Bid					

[ARAUJO INDUSTRIAL SUPPLY'S LLC] RESPONSE DOCUMENT REPORT
NTB-ITEMS No. 2025-27
New Tires, Retread, and Flat Repair Services

Item	Estd Qty	Tire Sizes	No Bid	Flat Repair 6 AM / 7 PM	Flat Repair 7 PM / 6 AM	Cost to Mount & Dismount	Cost to Switch Out	O-Ring Cost Per Unit	Valve Stem Cost Per Unit
17.5	1	12.5-80.18	X	No Bid					
17.6	1	12R22.5	X	No Bid					
17.7	1	13x6.5-6	X	No Bid					
17.8	1	14.00-24	X	No Bid					
17.9	1	16.9x30	X	No Bid					
17.10	1	19.5L-24	X	No Bid					
17.11	1	2.5-80-18	X	No Bid					
17.12	1	205/75/15	X	No Bid					
17.13	1	215/75R15	X	No Bid					
17.14	1	215/75R17.5	X	No Bid					
17.15	1	215/85R16	X	No Bid					
17.16	1	21x7-12	X	No Bid					
17.17	1	21x7-18	X	No Bid					
17.18	1	225/65R16	X	No Bid					
17.19	1	225/65R17	X	No Bid					
17.20	1	225/70R19.5	X	No Bid					
17.21	1	225/75R15	X	No Bid					
17.22	1	23.5R25	X	No Bid					
17.23	1	235/70R16	X	No Bid					

[ARAUJO INDUSTRIAL SUPPLY'S LLC] RESPONSE DOCUMENT REPORT
NTB-ITEMS No. 2025-27
New Tires, Retread, and Flat Repair Services

Item	Estd Qty	Tire Sizes	No Bid	Flat Repair 6 AM / 7 PM	Flat Repair 7 PM / 6 AM	Cost to Mount & Dismount	Cost to Switch Out	O-Ring Cost Per Unit	Valve Stem Cost Per Unit
17.24	1	235/75R17.5	X	No Bid					
17.25	1	235/80R16	X	No Bid					
17.26	1	235/85R16	X	No Bid					
17.27	1	245/70R17	X	No Bid					
17.28	1	245/75R16	X	No Bid					
17.29	1	245/75R17	X	No Bid					
17.30	1	24x12.00	X	No Bid					
17.31	1	265/65R18	X	No Bid					
17.32	1	265/70R16	X	No Bid					
17.33	1	265/70R17	X	No Bid					
17.34	1	265/75R16	X	No Bid					
17.35	1	275/65R18	X	No Bid					
17.36	1	275/70R18	X	No Bid					
17.37	1	275/80R22.5	X	No Bid					
17.38	1	285/70R17	X	No Bid					
17.39	1	285/75R24.5	X	No Bid					
17.40	1	29.5-25	X	No Bid					
17.41	1	315/80R22.5	X	No Bid					
17.42	1	365/80R20	X	No Bid					

[ARAUJO INDUSTRIAL SUPPLY'S LLC] RESPONSE DOCUMENT REPORT
 NTB-ITEMS No. 2025-27
 New Tires, Retread, and Flat Repair Services

Item	Estd Qty	Tire Sizes	No Bid	Flat Repair 6 AM / 7 PM	Flat Repair 7 PM / 6 AM	Cost to Mount & Dismount	Cost to Switch Out	O-Ring Cost Per Unit	Valve Stem Cost Per Unit
17.43	1	380/85/24	X	No Bid					
17.44	1	385/65R22.5	X	No Bid					
17.45	1	425/65R22.5	X	No Bid					
17.46	1	445/65R22.5	X	No Bid					
17.47	1	4-5-24	X	No Bid					
17.48	1	460/85/38	X	No Bid					
17.49	1	775/65R29	X	No Bid					
17.50	1	875/65R29	X	No Bid					

SERVICE CALLS

These are charges in addition to the flat repair cost associated with the trip to the call. All bids must be submitted on the City's form provided. Bidders shall complete the specification column with a price to indicate the cost of the item or the cost to perform the service as specified. If an item is left blank, the City will assume the bidder cannot meet the specifications and may cause rejection of the bid. If any line item or specific cost of a line item is left blank in either the Proposal or the Specification Attachment Sheet, the City will assume the bidder cannot meet the specifications or the request for that line item and may cause the rejection of the bid. PLEASE SEE ATTACHMENT VII FOR SPECIFICS OF SPECIFICATIONS THAT WILL ONLY BE CONSIDERED

Line Item	Description	No Bid	Unit Price	Unit Price
18.1	Sunday Pretrip Inspection	X	No Bid	Per Hour
18.2	5 AM Pretrip Inspection Mon-Friday	X	No Bid	Per Hour
18.3	Repair Call 7AM – 7PM	X	No Bid	Once Per Event

Line Item	Description	No Bid	Unit Price	Unit Price
18.4	Repair Call 7PM – 7AM	X	No Bid	Once Per Event

Kemper Auto Commercial
Infinity County Mutual Insurance Company
11700 Great Oaks Way, Suite 450
Alpharetta, GA 30022

Underwritten by: Leader Managing General Agency

TEXAS LIABILITY INSURANCE CARD

Named Insured	Insured Drivers
---------------	-----------------

ARAUJO INDUSTRIAL SUPPLY LLC
2601 Midvalley Dr
Weslaco, TX 78599

EDGAR GUADALUPE ARAUJO
HERNANDEZ

Policy Number	Agent
---------------	-------

50015733701

FORTALEZA INSURANCE

Effective Date

Expiration Date

GROUP, LLC
(956) 801-2249

08/12/2025

02/12/2026

Year	Make	Model	VIN
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2008

FORD

F450 SUPER
DUTY

1FDXF46Y18EB43406

This policy provides at least the minimum amounts of liability insurance required by the Texas Motor Vehicle Safety Responsibility Act for the specified vehicles and named insureds and may provide coverage for other persons and other vehicles as provided by the insurance policy.

COMPANY PROVIDING PROPOSAL GENERAL QUESTIONNAIRE

- 1 Name/Name of Agency/Company: Araujo Industrial Supply's LLC
(Full, correct legal name)
- Address: 2601 Mid Valley Dr Weslaco TX 78599
 - Telephone/Fax: 956-576-2619
 - Email address: edgar-araujo99@hotmail.com

2. Does your Company anticipate any mergers, transfer of organization ownership, management reorganization, or departure of key personnel within the next twelve (12) months that may affect the organization's ability to carry out its submittal?

Yes ___ No X

3. Is your Company authorized and/or licensed to do business in Texas? Yes X No ___

4. Where is the Company's corporate headquarters located? Weslaco TX

5. a. Does the Company have an office located in Edinburg, Texas? Yes ___ No X

b. If the answer to the previous question is "yes", how long has the Company conducted business from its Edinburg office? ___ (years) ___ (months)

c. State the number of full-time employees at the Edinburg office. _____

6. Has the Company or any of its principals been debarred or suspended from contracting with any public entity? Yes ___ No X

If yes, identify the public entity and the name and current phone number of a representative of the public entity familiar with the debarment or suspension, and state the reason for or circumstances surrounding the debarment or suspension, including but not limited to the period of time for such debarment or suspension. _____

7. Indicate person whom The CITY may contact concerning your submittal.

Name: Edgar Araujo
Address: 4224 N McCall Rd McAllen TX 78504
Telephone: 956-576-2619
Fax: _____
Email: edgar-araujo99@hotmail.com

8. Surety Information

Have you or the Company ever had a bond or surety instrument "called," canceled, or forfeited?

Yes () No (X)

If yes, state the name of the bonding company, date, amount of bond and reason for such bond being "called," or its cancellation or forfeiture. _____

9. Bankruptcy Information

Have you or the Company ever been declared bankrupt or filed for protection from creditors under state or federal proceedings? Yes () No (X)

If yes, state the date, court, jurisdiction, cause number, amount of liabilities and amount of assets. _____

10. Provide any other names under which your business has operated within the last 10 years.

LITIGATION DISCLOSURE FORM

Failure to fully and truthfully disclose the information required by this Litigation Disclosure form may result in the disqualification of your submittal from consideration or termination of the contract, once awarded.

1. Have you or any member of your Firm or Team to be assigned to this engagement ever been indicted or convicted of a felony or misdemeanor greater than a Class C in the last five (5) years?

Circle One

YES

☒ NO

- 1 Have you or any member of your Firm or Team to be assigned to this engagement ever been terminated (for cause or otherwise) from any work being performed for the CITY or any other Federal, State or Local Government, or Private Entity?

Circle One

YES

☒ NO

3. Have you or any member of your Firm or Team to be assigned to this engagement ever been involved in any claim or litigation with the CITY or any other Federal, State or Local Government, or Private Entity during the last ten (10) years?

Circle One

YES

☒ NO

If you have answered "Yes" to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your submittal.

CONFLICT OF INTEREST DISCLOSURE

Prospective contractors should carefully consider whether any of their activities may give rise to an improper conflict of interest situation. Conflict of interest situations that are not properly addressed can result in a loss of funding to a specific program and/or to the City of Edinburg, and in some cases can result in civil or criminal liability.

Organizations that may enter into a contract with the City of Edinburg should examine the following:

- Are any employees or board members of the organization,
 - a City of Edinburg employee or consultant who exercises program or project specific functions as part of their City position? **No**
 - a member of a Board, Council or Committee that may participate in the City's selection or award process? **No**
 - a City Official? **No**
- Are any immediate family members or business associates of my employees or board member's,
 - a City of Edinburg employee or consultant who participates in the City's selection or award process as part of their City position? **No**
 - a member of a Board, Council or Committee that may participate in the City's selection or award process? **No**
 - a City Official? **No**
- Will any of my employees or board members receive a financial interest or benefit from any project funded and administered through the City (other than employee salaries or personnel benefits)? **No**
- Will any immediate family members or business associates of my employees or board members receive a financial interest or benefit from any project funded and administered through the City (other than employee salaries or personnel benefits)? **No**
- To my knowledge, will my program or project have a financial effect on a City official or employee who exercises City-related functions, or an immediate family member or business associate of such person? For example, will any of these persons be receiving rental payments, other business income, or program services from my company or services offered? **No**

If you can answer "yes" to any of these questions, it is possible that there may be a conflict of interest. You should review the rules below to determine whether an actual conflict situation is raised, and, if so, what action needs to be taken to avoid a violation of the law. You should contact City staff immediately if you suspect that there might be an issue.

Any contractor entering into an agreement with the City will be required to warrant and represent, to the best of his/her knowledge at the time the contract is executed, he/she is not aware of any improper conflict of

interest as described. Also, the contract will obligate contractors to exercise due diligence to ensure that no improper conflict situations occur during the contract.

The following Federal, State and local regulations and policies, govern projects funded through the City of Edinburg:

- * 2 CFR Part 200 [Subpart B 200.112 and Subpart D 200.318]
- * Texas Local Government Code Chapter 171.004
- * City of Edinburg Policies & Procurement Manual

Certification:

I, the undersigned, certify and report that to the best of my knowledge,

☒ I have no conflict of interest to disclose

☐ I have the following conflict of interest to disclose:

Date:

Sep 25th 2025

Printed Name and Title:

Edgar Araujo CEO

Company/Vendor Name:

Araujo Industrial Supply's LLC

Authorized Signatory:



HOUSE BILL 89 VERIFICATION

I, Edgar Araujo, the undersigned representative of
Araujo Industrial Supply's LLC, (Company or Business name) (hereafter referred
to as company) being an adult over the age of eighteen (18) years of age, verify that the company named-above,
under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract.
- 3) Is not currently listed on the State of Texas Comptroller's Companies that Boycott Israel List located
at <https://comptroller.texas.gov/purchasing/publications/divestment.php>

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and

2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.



SIGNATURE OF COMPANY REPRESENTATIVE:

Edgar Araujo CEO

TYPE/PRINT NAME AND TITLE:

DATE: Sep 25th 2025

SENATE BILL 13 VERIFICATION

I, Edgar Araujo, the undersigned representative of
Araujo Industrial Supply's LLC, (Company or Business name) (hereafter referred
to as company) being an adult over the age of eighteen (18) years of age, verify that the company named-above,
under the provisions of Subtitle F, Title 10, Chapter 809, Government Code 2274:

- 1) does not boycott energy companies and;
- 2) will not boycott energy companies during the term of the contract.

Pursuant to Section 2274.001, Texas Government Code:

1. "Boycott energy company" has the meaning assigned by Section 809.001; and
2. "Company" has the meaning assigned by Section 809.001, except that the term does not include a sole proprietorship.



SIGNATURE OF COMPANY REPRESENTATIVE:

Edgar Araujo CEO

TYPE/PRINT NAME AND TITLE:

Sep 25th 2025

DATE:

SENATE BILL 19 VERIFICATION

I, Edgar Araujo, the undersigned representative of
Araujo Industrial Supply's LLC, (Company or Business name) (hereafter referred
to as company) being an adult over the age of eighteen (18) years of age, verify that the company named-above,
under the provisions of Subtitle F, Title 10, Government Code Chapter 2274:

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

Pursuant to Section 2274.001, Texas Government Code:

- 1) "Ammunition" means a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile.
- 2) "Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or associations that exists to make a profit. The term does not include a sole proprietorship.
- 3) "Discriminate against a firearm entity or firearm trade association":
 - a) means, with respect to the entity or association, to:
 - i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association;
 - ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or
 - iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; and
 - b) does not include:
 - (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and
 - (ii) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship:
 - (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or

(bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association.

- 4) "Firearm" means a weapon that expels a projectile by the action of explosive or expanding gases.
- 5) "Firearm accessory" means a device specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and an item used in conjunction with or mounted on a firearm that is not essential to the basic function of the firearm. The term includes a detachable firearm magazine.
- 6) "Firearm entity" means:
- a) firearm, firearm accessory, or ammunition manufacturer, distributor, wholesaler, supplier, or retailer; and
 - b) a sport shooting range as defined by Section 250.001, Local Government Code.
- 7) "Firearm trade association" means any person, corporation, unincorporated association, federation, business league, or business organization that:
- a) is not organized or operated for profit and for which none of its net earnings inures to the benefit of any private shareholder or individual;
 - b) has two or more firearm entities as members; and
 - c) is exempt from federal income taxation under Section 501(a), Internal Revenue Code of 1986, as an organization described by Section 501(c) of that code.



SIGNATURE OF COMPANY REPRESENTATIVE:

Edgar Araujo CEO

TYPE/PRINT NAME AND TITLE:

Sep 25th 2025

DATE:

CITY OF EDINBURG

NONCOLLUSION AFFIDAVIT

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF TEXAS

COUNTY OF HIDALGO

Edgar Araujo, being first duly sworn, deposes and says that: (Name)

(1) He is President of Araujo Industrial Supply's LLC, the Bidder that has submitted the attached Bid; (Company)

(2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not a collusive or sham Bid.

(4) Neither said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed directly or indirectly with another Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix an overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the **CITY OF EDINBURG**, or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including affiant.

Sign

[Signature]

Title

Edgar Araujo

Subscribed and sworn to me this 25 day of Sep 2025.

By:

Notary Public

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

Edgar Araujo

2 ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

City of Edinburg
Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes

☒ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

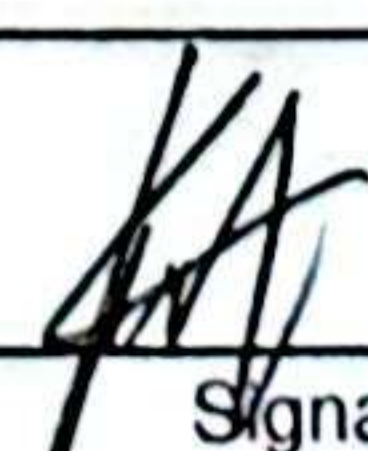
☐ Yes

☒ No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 Edgar Araujo
Name of signatory


Signature

Sep 25th 25
Date



City of Edinburg
Solid Waste

Ramiro Gomez, Solid Waste Director
415 W. University Drive, Edinburg, TX 78541

[OYERVIDES TIRE SERVICE LLC] RESPONSE DOCUMENT REPORT

NTB-ITEMS No. 2025-27

[New Tires, Retread, and Flat Repair Services](#)

RESPONSE DEADLINE: September 30, 2025 at 3:00 pm

Report Generated: Thursday, October 2, 2025

Oyervides tire service llc Response

CONTACT INFORMATION

Company:

Oyervides tire service llc

Email:

gooyervides23@gmail.com

Contact:

Gonzalo oyervides

Address:

8009 N Expressway 281
Edinburg, TX 78542

Phone:

(956) 566-9637

Website:

N/A

Submission Date:

Sep 30, 2025 1:46 PM (Central Time)

ADDENDA CONFIRMATION

No addenda issued

QUESTIONNAIRE

1. Required Forms

ATTACH A COPY OF YOUR COMPANY'S INSURANCE CERTIFICATE.*

Pass

Please attach the insurance certificate

CERT_OF_LIAB_INS_2016_03_9_10_2025_11_50_05_AM.pdf

PLEASE FILL OUT GENERAL QUESTIONNAIRE AND UPLOAD HERE *

Pass

Please download the below documents, complete, and upload.

- [GENERAL QUESTIONNAIRE.pdf](#)

comapny_providing_proposal_general_questionnaire_pg2.png

gq1.png

PLEASE FILL OUT THE LITIGATION DISCLOSURE FORM AND UPLOAD HERE*

Pass

Please download the below documents, complete, and upload.

- [LITIGATION DISCLOSURE FORM.pdf](#)

litigation_disclosure_form_pg1of_1.png

PLEASE FILL OUT AND SIGN THE CONFLICT OF INTEREST DISCLOSURE FORM AND UPLOAD HERE*

Pass

Please download the below documents, complete, and upload.

- [CONFLICT OF INTEREST.pdf](#)

conflict_of_intrest_disclosure_-pg1of2.png

conflict_of_intrest_disclosure-pg2.png

PLEASE FILL OUT AND SIGN HOUSE BILL 89 AND UPLOAD HERE*

Pass

HB 89

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

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

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

house_bill_89_verification-pg1.png

PLEASE FILL OUT AND SIGN SENATE BILL 13 AND UPLOAD HERE*

Pass

SB 13 ENERGY COMPANY BOYCOTTS

The 87th Texas Legislature approved new legislation, effective Sept. 1, 2021, which amends Texas Local Government Code 2274.002 Section 1. Subtitle A, Title 8 by adding Chapter 809 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

1) does not boycott energy companies and will not boycott energy companies during the term of the Contract. If Respondent does not make that verification, Respondent must so indicate in its Response and state why the certification is not required , or

2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Agency.

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

senate_bill_13.png

PLEASE FILL OUT AND SIGN SENATE BILL 19 AND UPLOAD HERE*

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

1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and

2) will not discriminate during the term of the contract against a firearm entity or firearm trade association.

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

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

senate_bill_19_verification-pg1of_2.png

senate_bill_19_verification-pg2.png

PLEASE FILL OUT AND SIGN THE NON-COLLUSION AFFIDAVIT AND UPLOAD HERE*

Pass

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

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

noncollusion_affidavit_of_prime_bidder.png

PLEASE FILL OUT AND SIGN THE CONFLICT OF INTEREST FORM AND UPLOAD HERE*

Pass

CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE

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

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

conflict_of_intrest_questionnaire-pg1of_2.png

conflict_of_intrest_questionnaire_-pg2.png

IF AWARDED THE 1295 FORM WILL NEED TO BE PROVIDED.*

Pass

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

For more information go to the Texas Ethics Commission web page at <https://www.ethics.state.tx.us/filinginfo/1295/>.

Yes

PRICE TABLES

STEER AXLE TIRES

Tires must be an All Position or Steering Optimized Radial; optimized for exceptional traction and wear in mixed and severe on/off road service. Listed are the Acceptable Specifications and Model Numbers for this type Tire application. All exceptions to these specifications must be Pre-Approved by the City and the Exemption Letter must accompany the bid for consideration. Quality: Tires SHALL BE TIER I PREMIUM TIRES; "FIRST LINE QUALITY" produced by the manufacturer and shall carry the company name; Tires SHALL BE OEM OR BETTER; GOODYEAR/DUNLOP, MICHELIN/BF GOODRICH OR BRIDGESTONE/FIRESTONE ONLY. Suppliers may be required to submit proof that tires offered meet the specification listed. If any line item or specific cost of a line item is left blank in either the Proposal or the Specification Attachment Sheet, the City will assume the bidder cannot meet the specifications or the request for that line item and may cause the rejection of the bid. (MANUFACTURE AND QUALITY EXEMPTION "CITY APPROVED AND ACCEPTANCE LETTER" SHALL BE BOUND WITH THE BID INCLUDING ALL APPLICABLE SPECIFICATIONS HIGHLIGHTED, REFERENCING THE SPECIFIC BID ITEM NUMBER(S) CONSIDERED FOR THE ALTERNATE SPECIFICATION.) PLEASE SEE ATTACHMENT I FOR SPECIFICS OF SPECIFICATIONS THAT WILL ONLY BE CONSIDERED

Item	Estd Qty	Tire Sizes	No Bid	Bid Price Per Unit	Cost to Mount & Dismount	Balancing	Alignment	Manufacturer & Tire Specs	Warranty
11.1	62	11R22.5	X	No Bid					
11.2	80	315/80R22.5	X	No Bid					
11.3	8	385/65R22.5	X	No Bid					
11.4	8	425/65R22.5	X	No Bid					

DRIVE AXLE TIRES

Tire must be Drive position only On/Off Road Radial Tire; optimized for exceptional traction and wear in mixed and severe on/off road service. Listed are the Acceptable Specifications and Model Numbers for this type Tire application. All exceptions to these specifications must be Pre-Approved by the City and the Exemption Letter must accompany the bid for consideration. Quality: Tires SHALL BE TIER I PREMIUM TIRES; "FIRST LINE QUALITY" produced by the manufacturer and shall carry the company name; Tires SHALL BE OEM OR BETTER; GOODYEAR/DUNLOP, MICHELIN/BF GOODRICH OR BRIDGESTONE/FIRESTONE ONLY. Suppliers may be required to submit proof that tires offered meet the specification listed. If any line item or specific cost of a line item is left blank in either the Proposal or the Specification Attachment Sheet, the City will assume the bidder cannot meet the specifications or the request for that line item and may cause the rejection of the bid. (MANUFACTURE AND QUALITY EXEMPTION "CITY APPROVED AND ACCEPTANCE LETTER" SHALL BE BOUND WITH THE BID INCLUDING ALL APPLICABLE SPECIFICATIONS HIGHLIGHTED, REFERENCING THE SPECIFIC BID ITEM NUMBER(S) CONSIDERED FOR THE ALTERNATE SPECIFICATION.) PLEASE SEE ATTACHMENT II FOR SPECIFICS OF SPECIFICATIONS THAT WILL ONLY BE CONSIDERED

Item	Estd Qty	Tire Sizes	No Bid	Bid Price Per Unit	Cost to Mount & Dismount	Balancing	Alignment	Manufacturer & Tire Specs	Warranty
12.1	94	11R22.5	X	No Bid					
12.2	1	315/80R22.5	X	No Bid					
12.3	1	425/65R22.5	X	No Bid					

TIRE RETREAD

RETREAD SERVICES – The mold tread SHALL be (Michelin XDY or Bandag BDM Tread) designed for mixed service use; on/off road service; designed for refuse and construction industry. Molded tread must contain compound for chip/cut resistance and shall be traction enhanced and conform to the mold for Michelin XDY or Bandag BDM Tread. Listed are the Acceptable Specifications and Model Numbers for this type Tire application. All exceptions to these specifications must be Pre-Approved by the City and the Exemption Letter must accompany the bid for consideration. If any line item or specific cost of a line item is left blank in either the Proposal or the Specification Attachment Sheet, the City will assume the bidder cannot meet the specifications or the request for that line item and may cause the rejection of the bid. PLEASE SEE ATTACHMENT III FOR SPECIFICS OF SPECIFICATIONS THAT WILL ONLY BE CONSIDERED

[OYERVIDES TIRE SERVICE LLC] RESPONSE DOCUMENT REPORT
 NTB-ITEMS No. 2025-27
 New Tires, Retread, and Flat Repair Services

Item	Estd Qty	Tire Sizes	No Bid	Casing Cost (New)	Mold Type	Tread Depth & Load Range	Cost Per Section Repair	Turnaround Time	Warranty
13.1	1	11R22.5		\$210.00	pre Q	26/32	20	7-14 days	full warranty material and retread services
13.2	1	315/80R22.5		\$265.00	pre q	26/32	20	7-14	full warranty on materials and retread services

CONSTRUCTION, AGRICULTURE AND IMPLEMENT TIRES

All Tires Must Meet or Exceed the Following features a heavy-duty, all steel radial traction design for construction use, graders, loaders and earthmovers. Listed are the Acceptable Specifications and Model Numbers for this type Tire application. All exceptions to these specifications must be Pre-Approved by the City and the Exemption Letter must accompany the bid for consideration. If any line item or specific cost of a line item is left blank in either the Proposal or the Specification Attachment Sheet, the City will assume the bidder cannot meet the specifications or the request for that line item and may cause the rejection of the bid. PLEASE SEE ATTACHMENT IV FOR SPECIFICS OF SPECIFICATIONS THAT WILL ONLY BE CONSIDERED

Item	Estd Qty	Tire Sizes	No Bid	Bid Price Per Unit	Cost to Mount & Dismount	Balancing	Alignment	Manufacturer & Tire Specs	Warranty
14.1	1	2.5-80-18	X	No Bid					
14.2	1	4-5-24	X	No Bid					
14.3	2	11L-15SL	X	No Bid					
14.4	4	12.5-80.18	X	No Bid					
14.5	1	13x6.5-6	X	No Bid					
14.6	1	14.00-24	X	No Bid					
14.7	1	16.9x30	X	No Bid					

[OYERVIDES TIRE SERVICE LLC] RESPONSE DOCUMENT REPORT
 NTB-ITEMS No. 2025-27
 New Tires, Retread, and Flat Repair Services

Item	Estd Qty	Tire Sizes	No Bid	Bid Price Per Unit	Cost to Mount & Dismount	Balancing	Alignment	Manufacturer & Tire Specs	Warranty
14.8	4	19.5L-24	X	No Bid					
14.9	1	21x7-12	X	No Bid					
14.10	1	21x7-18 NMS	X	No Bid					
14.11	20	23.5R25	X	No Bid					
14.12	36	29.5-25	X	No Bid					
14.13	1	24x12.00	X	No Bid					
14.14	1	205/75/15	X	No Bid					
14.15	1	235/85R16	X	No Bid					
14.16	1	380/85/24	X	No Bid					
14.17	1	460/85/38	X	No Bid					
14.18	1	775/65R29	X	No Bid					
14.19	1	ST235/80R16	X	No Bid					
14.20	1	ST235/85R16	X	No Bid					
14.21	1	875/65R29	X	No Bid					

SPECIALTY TIRES “FIRE EMERGENCY SERVICES”

Each proposed tire must be specifically designed and rated for FIRE SERVICE USE. For safety reasons, the EDINBURG FIRE DEPARTMENT will ONLY CONSIDER MICHELIN TIRES or a department approved equal. Since the safety to our Citizens and Fire Personnel, is a primary concern, this department will not accept any tire, which can contribute to loss of vehicle/apparatus control or performance. If a vendor chooses to submit a tire, other than MICHELIN TIRES, the vendor will need to address all safety and performance concerns to

the satisfaction of the department. Any proposed tire shall meet the minimum technical specifications, and shall meet the minimum specifications under NFPA 1911 and/or TRUCK MANUFACTURER for "FIRE EMERGENCY RESPONSE". ALL EXCEPTIONS TO THESE SPECIFICATIONS MUST BE PRE-APPROVED BY THE CITY AND THE EXEMPTION LETTER MUST ACCOMPANY THE BID FOR CONSIDERATION. Quality: Tires SHALL BE TIER I PREMIUM TIRES; "FIRST LINE QUALITY" produced by the manufacturer and shall carry the company name; Tires SHALL BE OEM OR BETTER; MICHELIN/BF GOODRICH, ONLY. Suppliers may be required to submit proof that tires offered meet the specification listed. If any line item or specific cost of a line item is left blank in either the Proposal or the Specification Attachment Sheet, the City will assume the bidder cannot meet the specifications or the request for that line item and may cause the rejection of the bid. (MANUFACTURE AND QUALITY EXEMPTION "CITY APPROVED AND ACCEPTANCE LETTER" SHALL BE BOUND WITH THE BID INCLUDING ALL APPLICABLE SPECIFICATIONS HIGHLIGHTED, REFERENCING THE SPECIFIC BID ITEM NUMBER(S) CONSIDERED FOR THE ALTERNATE SPECIFICATION.) PLEASE SEE ATTACHMENT V FOR SPECIFICS OF SPECIFICATIONS PLEASE SEE ATTACHMENT V FOR SPECIFICS OF SPECIFICATIONS THAT WILL ONLY BE CONSIDERED

Item	Estd Qty	Tire Sizes	No Bid	Bid Price Per Unit	Cost to Mount & Dismount	Balancing	Valve Stem Cost Per Unit	Manufacturer & Tire Specs	Warranty
15.1	12	10.00R20 Drive Tire	X	No Bid					
15.2	12	10.00R20 Steering Tire	X	No Bid					
15.3	36	11R22.5 Drive Tire	X	No Bid					
15.4	36	11R22.5 Steering Tire	X	No Bid					
15.5	6	11R24.5 Drive Tire	X	No Bid					
15.6	36	12R22.5 Drive Tire	X	No Bid					
15.7	36	12R22.5 Steering Tire	X	No Bid					
15.8	6	LT215/85R16	X	No Bid					
15.9	6	225/70R19.5 RSS	X	No Bid					

[OYERVIDES TIRE SERVICE LLC] RESPONSE DOCUMENT REPORT
NTB-ITEMS No. 2025-27
New Tires, Retread, and Flat Repair Services

Item	Estd Qty	Tire Sizes	No Bid	Bid Price Per Unit	Cost to Mount & Dismount	Balancing	Valve Stem Cost Per Unit	Manufacturer & Tire Specs	Warranty
15.10	12	225/70R19.5 RSD	X	No Bid					
15.11	12	235/75R17.5	X	No Bid					
15.12	4	LT245/75R16	X	No Bid					
15.13	4	A/T 265/70R17 115S M+S	X	No Bid					
15.14	4	LT265/75R16	X	No Bid					
15.15	4	LT275/65R18 LR E	X	No Bid					
15.16	8	275/80R22.5	X	No Bid					
15.17	2	285/75R24.5	X	No Bid					
15.18	16	315/80R22.5	X	No Bid					
15.19	4	385/65R22.5	X	No Bid					
15.20	2	425/65R22.5	X	No Bid					
15.21	2	445/65R22.5	X	No Bid					
15.22	2	LT245/75R17 LR E	X	No Bid					
15.23	2	M/T LT275/70R18 LR E	X	No Bid					
15.24	2	HTP 265/65R18 M+S	X	No Bid					
15.25	2	365/80R20	X	No Bid					
15.26	2	LT 275/65R18 123/120 S	X	No Bid					

Item	Estd Qty	Tire Sizes	No Bid	Bid Price Per Unit	Cost to Mount & Dismount	Balancing	Valve Stem Cost Per Unit	Manufacturer & Tire Specs	Warranty
15.27	2	LT 275/65R18 LR C	X	No Bid					
15.28	2	225/70R19.5 LR G	X	No Bid					

SPECIALTY TIRES “PICK UP TRUCK”

Each proposed tire must be specifically designed and rated for all-terrain handling; offering tough traction for ON and OFF-ROAD performance, and help deliver responsive steering and handling. For safety reasons, the City will only consider Goodyear® Wrangler tires or an approved equal. Since the safety to our citizens and employees, is a primary concern, the City will not accept any tire, which can contribute to loss of vehicle control or performance. If a vendor chooses to submit a tire, other than the Goodyear® Wrangler, the vendor will need to address all safety and performance concerns to the satisfaction of the department. Quality: Tires SHALL BE TIER I PREMIUM TIRES; “FIRST LINE QUALITY” produced by the manufacturer and shall carry the company name; Tires SHALL BE OEM OR BETTER; GOODYEAR/DUNLOP, ONLY. Suppliers may be required to submit proof that tires offered meet the specification listed. If any line item or specific cost of a line item is left blank in either the Proposal or the Specification Attachment Sheet, the City will assume the bidder cannot meet the specifications or the request for that line item and may cause the rejection of the bid. All exceptions to these specifications must be Pre-Approved by the City and the Exemption Letter must accompany the bid for consideration. PLEASE SEE ATTACHMENT VI FOR SPECIFICS OF SPECIFICATIONS THAT WILL ONLY BE CONSIDERED

Item	Estd Qty	Tire Sizes	No Bid	Bid Price Per Unit	Cost to Mount & Dismount	Balancing	Alignment	Manufacturer & Tire Specs	Warranty
16.1	1	225/65R16	X	No Bid					
16.2	1	225/65R17	X	No Bid					
16.3	1	225/70R19.5	X	No Bid					
16.4	1	265/70R17	X	No Bid					
16.5	1	215/75R17.5	X	No Bid					

[OYERVIDES TIRE SERVICE LLC] RESPONSE DOCUMENT REPORT
NTB-ITEMS No. 2025-27
New Tires, Retread, and Flat Repair Services

Item	Estd Qty	Tire Sizes	No Bid	Bid Price Per Unit	Cost to Mount & Dismount	Balancing	Alignment	Manufacturer & Tire Specs	Warranty
16.6	1	LT215/75R15	X	No Bid					
16.7	34	LT235/85R16	X	No Bid					
16.8	16	245/70R17	X	No Bid					
16.9	1	LT245/75R16	X	No Bid					
16.10	4	275/65R18	X	No Bid					
16.11	1	285/70/17	X	No Bid					
16.12	1	225/75R15	X	No Bid					
16.13	32	235/70R16	X	No Bid					
16.14	4	265/70R16	X	No Bid					
16.15	1	245/75R17	X	No Bid					
16.16	1	LT285/70R17	X	No Bid					
16.17	1	205/75R15	X	No Bid					

FLAT REPAIR SERVICES

Item	Estd Qty	Tire Sizes	No Bid	Flat Repair 6 AM / 7 PM	Flat Repair 7 PM / 6 AM	Cost to Mount & Dismount	Cost to Switch Out	O-Ring Cost Per Unit	Valve Stem Cost Per Unit
17.1	1	10.00R20		\$10.00	10.00	15.00	5	n/a	n/a
17.2	1	11L-15		\$10.00	10.00	10.00	5.00	n/a	no charge
17.3	1	11R22.5		\$24.00	24.00	24.00	10.00	n/a	2.50
17.4	1	11R24.5		\$24.00	24.00	24.00	10.00	n/a	2.50

[OYERVIDES TIRE SERVICE LLC] RESPONSE DOCUMENT REPORT
NTB-ITEMS No. 2025-27
New Tires, Retread, and Flat Repair Services

Item	Estd Qty	Tire Sizes	No Bid	Flat Repair 6 AM / 7 PM	Flat Repair 7 PM / 6 AM	Cost to Mount & Dismount	Cost to Switch Out	O-Ring Cost Per Unit	Valve Stem Cost Per Unit
17.5	1	12.5-80.18		\$10.00	10.00	10.00	10.00	n/a	2.50
17.6	1	12R22.5		\$15.00	15.00	15.00	10.00	n/a	2.50
17.7	1	13x6.5-6		\$10.00	10.00	10.00	10.00	n/a	no charge
17.8	1	14.00-24		\$35.00	35.00	35.00	10.00	2.50	2.50
17.9	1	16.9x30		\$24.00	24.00	24.00	10.00	n/a	2.50
17.10	1	19.5L-24		\$34.00	34.00	34.00	10.00	n/a	2.50
17.11	1	2.5-80-18		\$10.00	10.00	10.00	10.00	n/a	1.00
17.12	1	205/75/15		\$10.00	10.00	10.00	5.00	n/a	no charge
17.13	1	215/75R15		\$10.00	10.00	10.00	5.00	n/a	1.00
17.14	1	215/75R17.5		\$15.00	15.00	10.00	5.00	n/a	2.50
17.15	1	215/85R16		\$10.00	10.00	10.00	5.00	n/a	no charge
17.16	1	21x7-12		\$10.00	10.00	5.00	5.00	n/a	no charge
17.17	1	21x7-18		\$10.00	10.00	5.00	5.00	n/a	no charge
17.18	1	225/65R16		\$10.00	10.00	5.00	5.00	n/a	no charge
17.19	1	225/65R17		\$10.00	10.00	5.00	5.00	n/a	no charge
17.20	1	225/70R19.5		\$17.00	17.00	17.00	5.00	n/a	2.50
17.21	1	225/75R15		\$10.00	10.00	10.00	5.00	n/a	no charge
17.22	1	23.5R25		\$75.00	75.00	75.00	40.00	6.00	15.00
17.23	1	235/70R16		\$10.00	10.00	10.00	5.00	n/a	no charge

[OYERVIDES TIRE SERVICE LLC] RESPONSE DOCUMENT REPORT
NTB-ITEMS No. 2025-27
New Tires, Retread, and Flat Repair Services

Item	Estd Qty	Tire Sizes	No Bid	Flat Repair 6 AM / 7 PM	Flat Repair 7 PM / 6 AM	Cost to Mount & Dismount	Cost to Switch Out	O-Ring Cost Per Unit	Valve Stem Cost Per Unit
17.24	1	235/75R17.5		\$15.00	15.00	15.00	5.00	n/a	2.50
17.25	1	235/80R16		\$10.00	10.00	8.00	5.00	n/a	no charge
17.26	1	235/85R16		\$10.00	10.00	8.00	5.00	n/a	no charge
17.27	1	245/70R17		\$10.00	10.00	8.00	5.00	n/a	no charge
17.28	1	245/75R16		\$8.00	8.00	8.00	5.00	n/a	no charge
17.29	1	245/75R17		\$10.00	10.00	10.00	5.00	n/a	no charge
17.30	1	24x12.00		\$10.00	10.00	10.00	5.00	n/a	no charge
17.31	1	265/65R18		\$10.00	10.00	10.00	5.00	n/a	no charge
17.32	1	265/70R16		\$8.00	8.00	8.00	5.00	n/a	no charge
17.33	1	265/70R17		\$10.00	10.00	10.00	5.00	n/a	no charge
17.34	1	265/75R16		\$8.00	8.00	8.00	5.00	n/a	no charge
17.35	1	275/65R18		\$8.00	8.00	8.00	5.00	n/a	no charge
17.36	1	275/70R18		\$8.00	8.00	8.00	5.00	n/a	no charge
17.37	1	275/80R22.5		\$15.00	15.00	15.00	10.00	n/a	2.50
17.38	1	285/70R17		\$10.00	10.00	10.00	5.00	n/a	2.50
17.39	1	285/75R24.5		\$15.00	15.00	15.00	10.00	n/a	2.50
17.40	1	29.5-25		\$75.00	75.00	75.00	40.00	10.00	15.00
17.41	1	315/80R22.5		\$25.00	25.00	25.00	10.00	n/a	2.50
17.42	1	365/80R20		\$24.00	24.00	24.00	10.00	n/a	2.50

[OYERVIDES TIRE SERVICE LLC] RESPONSE DOCUMENT REPORT
NTB-ITEMS No. 2025-27
New Tires, Retread, and Flat Repair Services

Item	Estd Qty	Tire Sizes	No Bid	Flat Repair 6 AM / 7 PM	Flat Repair 7 PM / 6 AM	Cost to Mount & Dismount	Cost to Switch Out	O-Ring Cost Per Unit	Valve Stem Cost Per Unit
17.43	1	380/85/24		\$35.00	35.00	35.00	20.00	n/a	2.50
17.44	1	385/65R22.5		\$20.00	20.00	20.00	10.00	n/a	2.50
17.45	1	425/65R22.5		\$20.00	20.00	20.00	10.00	n/a	2.50
17.46	1	445/65R22.5		\$20.00	20.00	20.00	10.00	n/a	2.50
17.47	1	4-5-24		\$8.00	8.00	8.00	5.00	n/a	2.50
17.48	1	460/85/38		\$35.00	35.00	35.00	20.00	n/a	2.50
17.49	1	775/65R29		\$40.00	40.00	40.00	40.00	15.00	15.00
17.50	1	875/65R29		\$40.00	40.00	40.00	40.00	15.00	15.00

SERVICE CALLS

These are charges in addition to the flat repair cost associated with the trip to the call. All bids must be submitted on the City's form provided. Bidders shall complete the specification column with a price to indicate the cost of the item or the cost to perform the service as specified. If an item is left blank, the City will assume the bidder cannot meet the specifications and may cause rejection of the bid. If any line item or specific cost of a line item is left blank in either the Proposal or the Specification Attachment Sheet, the City will assume the bidder cannot meet the specifications or the request for that line item and may cause the rejection of the bid. PLEASE SEE ATTACHMENT VII FOR SPECIFICS OF SPECIFICATIONS THAT WILL ONLY BE CONSIDERED

Line Item	Description	No Bid	Unit Price	Unit Price
18.1	Sunday Pretrip Inspection		\$60.00	Per Hour
18.2	5 AM Pretrip Inspection Mon-Friday		\$60.00	Per Hour
18.3	Repair Call 7AM – 7PM		\$20.00	Once Per Event

[OYERVIDES TIRE SERVICE LLC] RESPONSE DOCUMENT REPORT
NTB-ITEMS No. 2025-27
New Tires, Retread, and Flat Repair Services

Line Item	Description	No Bid	Unit Price	Unit Price
18.4	Repair Call 7PM – 7AM		\$45.00	Once Per Event



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/10/2025

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

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

PRODUCER SALAZAR INSURANCE AGENCY 6421 N 10th, Ste 160 Mc Allen, TX 78504	CONTACT NAME: NANCY D. SALAZAR PEREZ PHONE (A/C, No, Ext): (956) 631-0004 FAX (A/C, No): (956) 630-3209 E-MAIL ADDRESS: nancy@salazarinsuranceagency.com																					
INSURED OYERVIDES TIRE SERVICE LLC 2705 RUSH DR MISSION, TX 78573	<table><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A:</td><td>NATIONAL LIABILITY & FIRE</td><td>20052</td></tr><tr><td>INSURER B:</td><td>KINSALE INSURANCE COMPANY</td><td>38920</td></tr><tr><td>INSURER C:</td><td><none></td><td></td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td><none></td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	NATIONAL LIABILITY & FIRE	20052	INSURER B:	KINSALE INSURANCE COMPANY	38920	INSURER C:	<none>		INSURER D:			INSURER E:			INSURER F:	<none>	
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INSURER C:	<none>																					
INSURER D:																						
INSURER E:																						
INSURER F:	<none>																					

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
B	COMMERCIAL GENERAL LIABILITY			0100228457-2	2/27/2025	2/27/2026	EACH OCCURRENCE	\$ 1,000,000	
	☐ CLAIMS-MADE ☒ OCCUR	X	X				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000	
	☒ GARAGE LIABILITY						MED EXP (Any one person)	\$	
	GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:						PERSONAL & ADV INJURY	\$ 1,000,000	
A	AUTOMOBILE LIABILITY					73APR436630	6/19/2025	6/19/2026	GENERAL AGGREGATE
	☐ ANY AUTO	X	X	PRODUCTS - COMP/OP AGG	\$				
	☐ OWNED AUTOS ONLY			☒ SCHEDULED AUTOS	GARAGE OPERATIONS				\$ 2,000,000
	☐ HIRED AUTOS ONLY			☐ NON-OWNED AUTOS ONLY	COMBINED SINGLE LIMIT (Ea accident)				\$ 300,000
	UMBRELLA LIAB								BODILY INJURY (Per person)
	EXCESS LIAB			BODILY INJURY (Per accident)	\$				
	DED			PROPERTY DAMAGE (Per accident)	\$				
	RETENTION \$				\$				
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE ☒ OTH-ER		
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y / N	N / A				E.L. EACH ACCIDENT	\$	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$	
							E.L. DISEASE - POLICY LIMIT	\$	

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

CERTIFICATE HOLDER**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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9. Bankruptcy Information

Have you or the Company ever been declared bankrupt or filed for protection from creditors under state or federal proceedings? Yes () No (✓)

If yes, state the date, court, jurisdiction, cause number, amount of liabilities and amount of assets. _____

10. Provide any other names under which your business has operated within the last 10 years.

Oyemides Tire Service LLC

COMPANY PROVIDING PROPOSAL GENERAL QUESTIONNAIRE

- 1 Name/Name of Agency/Company: Oxervides Tire Service LLC
(Full, correct legal name)
- Address: 2705 Bush Dr Mission Tx 78573
 - Telephone/Fax: 956-803-0080
 - Email address: Gooxervides23@gmail.com
2. Does your Company anticipate any mergers, transfer of organization ownership, management reorganization, or departure of key personnel within the next twelve (12) months that may affect the organization's ability to carry out its submittal?
Yes ___ No ☒
3. Is your Company authorized and/or licensed to do business in Texas? Yes ☒ No ___
4. Where is the Company's corporate headquarters located? Mission Tx
5. a. Does the Company have an office located in Edinburg, Texas? Yes ☒ No ___
- b. If the answer to the previous question is "yes", how long has the Company conducted business from its Edinburg office? 4 (years) ___ (months)
- c. State the number of full-time employees at the Edinburg office. 4
6. Has the Company or any of its principals been debarred or suspended from contracting with any public entity?
Yes ___ No ☒
- If yes, identify the public entity and the name and current phone number of a representative of the public entity familiar with the debarment or suspension, and state the reason for or circumstances surrounding the debarment or suspension, including but not limited to the period of time for such debarment or suspension. _____
7. Indicate person whom The CITY may contact concerning your submittal.
- Name: Gonzalo Oxervides
Address: 2705 Bush Dr Mission Tx 78573
Telephone: 956-566-9637
Fax: _____
Email: Gooxervides23@gmail.com
8. Surety Information
- Have you or the Company ever had a bond or surety instrument "called," canceled, or forfeited?
Yes () No (☒)
- If yes, state the name of the bonding company, date, amount of bond and reason for such bond being "called," or its cancellation or forfeiture. _____

LITIGATION DISCLOSURE FORM

Failure to fully and truthfully disclose the information required by this Litigation Disclosure form may result in the disqualification of your submittal from consideration or termination of the contract, once awarded.

1. Have you or any member of your Firm or Team to be assigned to this engagement ever been indicted or convicted of a felony or misdemeanor greater than a Class C in the last five (5) years?

Circle One

YES

☒ NO

- 1 Have you or any member of your Firm or Team to be assigned to this engagement ever been terminated (for cause or otherwise) from any work being performed for the CITY or any other Federal, State or Local Government, or Private Entity?

Circle One

YES

☒ NO

3. Have you or any member of your Firm or Team to be assigned to this engagement ever been involved in any claim or litigation with the CITY or any other Federal, State or Local Government, or Private Entity during the last ten (10) years?

Circle One

YES

☒ NO

If you have answered "Yes" to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your submittal.

CONFLICT OF INTEREST DISCLOSURE

Prospective contractors should carefully consider whether any of their activities may give rise to an improper conflict of interest situation. Conflict of interest situations that are not properly addressed can result in a loss of funding to a specific program and/or to the City of Edinburg, and in some cases can result in civil or criminal liability.

Organizations that may enter into a contract with the City of Edinburg should examine the following:

- Are any employees or board members of the organization,
 - a City of Edinburg employee or consultant who exercises program or project specific functions as part of their City position?
 - a member of a Board, Council or Committee that may participate in the City's selection or award process?
 - a City Official?

- Are any immediate family members or business associates of my employees or board member's,
 - a City of Edinburg employee or consultant who participates in the City's selection or award process as part of their City position?
 - a member of a Board, Council or Committee that may participate in the City's selection or award process?
 - a City Official?

- Will any of my employees or board members receive a financial interest or benefit from any project funded and administered through the City (other than employee salaries or personnel benefits)?

- Will any immediate family members or business associates of my employees or board members receive a financial interest or benefit from any project funded and administered through the City (other than employee salaries or personnel benefits)?

- To my knowledge, will my program or project have a financial effect on a City official or employee who exercises City-related functions, or an immediate family member or business associate of such person? For example, will any of these persons be receiving rental payments, other business income, or program services from my company or services offered?

If you can answer "yes" to any of these questions, it is possible that there may be a conflict of interest. You should review the rules below to determine whether an actual conflict situation is raised, and, if so, what action needs to be taken to avoid a violation of the law. You should contact City staff immediately if you suspect that there might be an issue.

Any contractor entering into an agreement with the City will be required to warrant and represent, to the best of his/her knowledge at the time the contract is executed, he/she is not aware of any improper conflict of

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interest as described. Also, the contract will obligate contractors to exercise due diligence to ensure that no improper conflict situations occur during the contract.

The following Federal, State and local regulations and policies, govern projects funded through the City of Edinburg:

- * 2 CFR Part 200 [Subpart B 200.112 and Subpart D 200.318]
- * Texas Local Government Code Chapter 171.004
- * City of Edinburg Policies & Procurement Manual

Certification:

I, the undersigned, certify and report that to the best of my knowledge,

☒ I have no conflict of interest to disclose

☐ I have the following conflict of interest to disclose:

Date:

9-27-25

Printed Name and Title:

Gonzalo Ojervides Owner

Company/Vendor Name:

Ojervides Tire Service LLC

Authorized Signatory:

Gonzalo Ojervides

HOUSE BILL 89 VERIFICATION

I, Gonzalo Orendes, the undersigned representative of
Orendes Tire Service LLC, (Company or Business name) (hereafter referred
to as company) being an adult over the age of eighteen (18) years of age, verify that the company named-above,
under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract.
- 3) Is not currently listed on the State of Texas Comptroller's Companies that Boycott Israel List located
at <https://comptroller.texas.gov/purchasing/publications/divestment.php>

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and

2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

Gonzalo Orendes

SIGNATURE OF COMPANY REPRESENTATIVE:

Gonzalo Orendes Owner

TYPE/PRINT NAME AND TITLE:

9-27-25

DATE:

SENATE BILL 13 VERIFICATION

I, Gonzalo Oyewide, the undersigned representative of
Oyewides Tire service, (Company or Business name) (hereafter referred
to as company) being an adult over the age of eighteen (18) years of age, verify that the company named-above,
under the provisions of Subtitle F, Title 10, Chapter 809, Government Code 2274:

- 1) does not boycott energy companies and;
- 2) will not boycott energy companies during the term of the contract.

Pursuant to Section 2274.001, Texas Government Code:

1. "Boycott energy company" has the meaning assigned by Section 809.001; and
2. "Company" has the meaning assigned by Section 809.001, except that the term does not include a sole proprietorship.

Gonzalo Oyewide
SIGNATURE OF COMPANY REPRESENTATIVE:

Gonzalo Oyewide Owner
TYPE/PRINT NAME AND TITLE:

9-27-25
DATE:

SENATE BILL 19 VERIFICATION

I, Gonzalo Oyervides, the undersigned representative of
Oyervides Tire Service LLC, (Company or Business name) (hereafter referred
to as company) being an adult over the age of eighteen (18) years of age, verify that the company named-above,
under the provisions of Subtitle F, Title 10, Government Code Chapter 2274:

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

Pursuant to Section 2274.001, Texas Government Code:

- 1) "Ammunition" means a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile.
- 2) "Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or associations that exists to make a profit. The term does not include a sole proprietorship.
- 3) "Discriminate against a firearm entity or firearm trade association":
 - a) means, with respect to the entity or association, to:
 - i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association;
 - ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or
 - iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; and
 - b) does not include:
 - (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and
 - (ii) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship:
 - (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or

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(bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association.

4) "Firearm" means a weapon that expels a projectile by the action of explosive or expanding gases.

5) "Firearm accessory" means a device specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and an item used in conjunction with or mounted on a firearm that is not essential to the basic function of the firearm. The term includes a detachable firearm magazine.

6) "Firearm entity" means:

- a) firearm, firearm accessory, or ammunition manufacturer, distributor, wholesaler, supplier, or retailer; and
- b) a sport shooting range as defined by Section 250.001, Local Government Code.

7) "Firearm trade association" means any person, corporation, unincorporated association, federation, business league, or business organization that:

- a) is not organized or operated for profit and for which none of its net earnings inures to the benefit of any private shareholder or individual;
- b) has two or more firearm entities as members; and
- c) is exempt from federal income taxation under Section 501(a), Internal Revenue Code of 1986, as an organization described by Section 501(c) of that code.

Gonzalo Oyervides

SIGNATURE OF COMPANY REPRESENTATIVE:

Gonzalo Oyervides owner

TYPE/PRINT NAME AND TITLE:

9-27-25

DATE:

CITY OF EDINBURG

NONCOLLUSION AFFIDAVIT

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF TEXAS

COUNTY OF HIDALGO

Gonzalo Oyervides, being first duly sworn, deposes and says that: (Name)

- (1) He is President of Oyervides Tire Service LLC, the Bidder that has submitted the attached Bid; (Company)
- (2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
- (3) Such Bid is genuine and is not a collusive or sham Bid.
- (4) Neither said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed directly or indirectly with another Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix an overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the **CITY OF EDINBURG**, or any person interested in the proposed Contract; and
- (5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including affiant.

Sign Gonzalo Oyervides

Title Owner

Subscribed and sworn to me this 27th day of September, 2025.

By: Gonzalo Oyervides.

Layla Vill
Notary Public



CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

Oxervides Tire Service LLC

2 ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

None

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes

☒ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes

☒ No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 Lronzato Ayenichs
Name of signatory

Lronzato Ayenichs
Signature

9-27-25
Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

- (a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

- (2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;

or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

- (a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

- (a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

- (1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

- (2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.



City of Edinburg
Solid Waste

Ramiro Gomez, Solid Waste Director
415 W. University Drive, Edinburg, TX 78541

[SOUTHERN TIRE MART, LLC] RESPONSE DOCUMENT REPORT

NTB-ITEMS No. 2025-27

New Tires, Retread, and Flat Repair Services

RESPONSE DEADLINE: September 30, 2025 at 3:00 pm

Report Generated: Thursday, October 2, 2025

Southern Tire Mart, LLC Response

CONTACT INFORMATION

Company:

Southern Tire Mart, LLC

Email:

richard.conwill@stmtires.com

Contact:

Richard Conwill

Address:

800 Highway 98 Byp
Columbia, MS 39429

Phone:

N/A

Website:

www.stmtires.com

Submission Date:

Sep 30, 2025 12:13 PM (Central Time)

ADDENDA CONFIRMATION

No addenda issued

QUESTIONNAIRE

1. Required Forms

ATTACH A COPY OF YOUR COMPANY'S INSURANCE CERTIFICATE.*

Pass

Please attach the insurance certificate

COI.pdf

ATTACHMENTS_I-VII.pdf

Warranties.pdf

Agreement.pdf

PLEASE FILL OUT GENERAL QUESTIONNAIRE AND UPLOAD HERE *

Pass

Please download the below documents, complete, and upload.

- [GENERAL QUESTIONNAIRE.pdf](#)

GENERAL_QUESTIONNAIRE.pdf

PLEASE FILL OUT THE LITIGATION DISCLOSURE FORM AND UPLOAD HERE*

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Please download the below documents, complete, and upload.

- [LITIGATION DISCLOSURE FORM.pdf](#)

LITIGATION_DISCLOSURE_FORM.pdf

PLEASE FILL OUT AND SIGN THE CONFLICT OF INTEREST DISCLOSURE FORM AND UPLOAD HERE*

Pass

Please download the below documents, complete, and upload.

- [CONFLICT OF INTEREST.pdf](#)

CONFLICT_OF_INTEREST.pdf

PLEASE FILL OUT AND SIGN HOUSE BILL 89 AND UPLOAD HERE*

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HB 89

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

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

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

HOUSE_BILL_89_VERIFICATION.pdf

PLEASE FILL OUT AND SIGN SENATE BILL 13 AND UPLOAD HERE*

Pass

SB 13 ENERGY COMPANY BOYCOTTS

The 87th Texas Legislature approved new legislation, effective Sept. 1, 2021, which amends Texas Local Government Code 2274.002 Section 1. Subtitle A, Title 8 by adding Chapter 809 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

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

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

SENATE_BILL_13_VERIFICATION.pdf

PLEASE FILL OUT AND SIGN SENATE BILL 19 AND UPLOAD HERE*

Pass

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

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

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

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

SENATE_BILL_19_VERIFICATION.pdf

PLEASE FILL OUT AND SIGN THE NON-COLLUSION AFFIDAVIT AND UPLOAD HERE*

Pass

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

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

CITY_OF_EDINBURG_NONCOLLUSION_AFFIDAVIT.pdf

PLEASE FILL OUT AND SIGN THE CONFLICT OF INTEREST FORM AND UPLOAD HERE*

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CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE

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

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

Conflict_of_Interest_Questionnaire.pdf

IF AWARDED THE 1295 FORM WILL NEED TO BE PROVIDED.*

Pass

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

For more information go to the Texas Ethics Commission web page at <https://www.ethics.state.tx.us/filinginfo/1295/>.

Yes

PRICE TABLES

STEER AXLE TIRES

Tires must be an All Position or Steering Optimized Radial; optimized for exceptional traction and wear in mixed and severe on/off road service. Listed are the Acceptable Specifications and Model Numbers for this type Tire application. All exceptions to these specifications must be Pre-Approved by the City and the Exemption Letter must accompany the bid for consideration. Quality: Tires SHALL BE TIER I PREMIUM TIRES; "FIRST LINE QUALITY" produced by the manufacturer and shall carry the company name; Tires SHALL BE OEM OR BETTER; GOODYEAR/DUNLOP, MICHELIN/BF GOODRICH OR BRIDGESTONE/FIRESTONE ONLY. Suppliers may be required to submit proof that tires offered meet the specification listed. If any line item or specific cost of a line item is left blank in either the Proposal or the Specification Attachment Sheet, the City will assume the bidder cannot meet the specifications or the request for that line item and may cause the rejection of the bid. (MANUFACTURE AND QUALITY EXEMPTION "CITY APPROVED AND ACCEPTANCE LETTER" SHALL BE BOUND WITH THE BID INCLUDING ALL APPLICABLE SPECIFICATIONS HIGHLIGHTED, REFERENCING THE SPECIFIC BID ITEM NUMBER(S) CONSIDERED FOR THE ALTERNATE SPECIFICATION.) PLEASE SEE ATTACHMENT I FOR SPECIFICS OF SPECIFICATIONS THAT WILL ONLY BE CONSIDERED

Item	Estd Qty	Tire Sizes	No Bid	Bid Price Per Unit	Cost to Mount & Dismount	Balancing	Alignment	Manufacturer & Tire Specs	Warranty
11.1	62	11R22.5		\$339.00	\$25.00	\$30.00	\$195.00	FIRESTONE ART#156558	SEE ATTACHED
11.2	80	315/80R22.5		\$475.00	\$35.00	\$30.00	\$195.00	FIRESTONE ART#244465	SEE ATTACHED
11.3	8	385/65R22.5		\$609.00	\$35.00	\$30.00	\$195.00	FIRESTONE ART#247780	SEE ATTACHED
11.4	8	425/65R22.5		\$675.00	\$35.00	\$30.00	\$195.00	FIRESTONE ART#241235	SEE ATTACHED

DRIVE AXLE TIRES

Tire must be Drive position only On/Off Road Radial Tire; optimized for exceptional traction and wear in mixed and severe on/off road service. Listed are the Acceptable Specifications and Model Numbers for this type Tire application. All exceptions to these

specifications must be Pre-Approved by the City and the Exemption Letter must accompany the bid for consideration. Quality: Tires SHALL BE TIER I PREMIUM TIRES; "FIRST LINE QUALITY" produced by the manufacturer and shall carry the company name; Tires SHALL BE OEM OR BETTER; GOODYEAR/DUNLOP, MICHELIN/BF GOODRICH OR BRIDGESTONE/FIRESTONE ONLY. Suppliers may be required to submit proof that tires offered meet the specification listed. If any line item or specific cost of a line item is left blank in either the Proposal or the Specification Attachment Sheet, the City will assume the bidder cannot meet the specifications or the request for that line item and may cause the rejection of the bid. (MANUFACTURE AND QUALITY EXEMPTION "CITY APPROVED AND ACCEPTANCE LETTER" SHALL BE BOUND WITH THE BID INCLUDING ALL APPLICABLE SPECIFICATIONS HIGHLIGHTED, REFERENCING THE SPECIFIC BID ITEM NUMBER(S) CONSIDERED FOR THE ALTERNATE SPECIFICATION.) PLEASE SEE ATTACHMENT II FOR SPECIFICS OF SPECIFICATIONS THAT WILL ONLY BE CONSIDERED

Item	Estd Qty	Tire Sizes	No Bid	Bid Price Per Unit	Cost to Mount & Dismount	Balancing	Alignment	Manufacturer & Tire Specs	Warranty
12.1	94	11R22.5		\$340.00	\$35.00	\$30.00	\$195.00		SEE ATTACHED
12.2	1	315/80R22.5		\$475.00	\$35.00	\$30.00	\$195.00		SEE ATTACHED
12.3	1	425/65R22.5		\$675.00	\$35.00	\$30.00	\$195.00		SEE ATTACHED

TIRE RETREAD

RETREAD SERVICES – The mold tread SHALL be (Michelin XDY or Bandag BDM Tread) designed for mixed service use; on/off road service; designed for refuse and construction industry. Molded tread must contain compound for chip/cut resistance and shall be traction enhanced and conform to the mold for Michelin XDY or Bandag BDM Tread. Listed are the Acceptable Specifications and Model Numbers for this type Tire application. All exceptions to these specifications must be Pre-Approved by the City and the Exemption Letter must accompany the bid for consideration. If any line item or specific cost of a line item is left blank in either the Proposal or the Specification Attachment Sheet, the City will assume the bidder cannot meet the specifications or the request for that line item and may cause the rejection of the bid. PLEASE SEE ATTACHMENT III FOR SPECIFICS OF SPECIFICATIONS THAT WILL ONLY BE CONSIDERED

Item	Estd Qty	Tire Sizes	No Bid	Casing Cost (New)	Mold Type	Tread Depth & Load Range	Cost Per Section Repair	Turnaround Time	Warranty
13.1	1	11R22.5		\$168.83	BANDAG BDM CAP ONLY	26/32 LRH	\$26.50	7 DAYS	DEFECTIVE WORKMANSHIP & MATERIAL
13.2	1	315/80R22.5		\$205.38	BANDAG BDM CAP ONLY	26/32 LRH	\$26.50	7 DAYS	DEFECTIVE WORKMANSHIP & MATERIAL

CONSTRUCTION, AGRICULTURE AND IMPLEMENT TIRES

All Tires Must Meet or Exceed the Following features a heavy-duty, all steel radial traction design for construction use, graders, loaders and earthmovers. Listed are the Acceptable Specifications and Model Numbers for this type Tire application. All exceptions to these specifications must be Pre-Approved by the City and the Exemption Letter must accompany the bid for consideration. If any line item or specific cost of a line item is left blank in either the Proposal or the Specification Attachment Sheet, the City will assume the bidder cannot meet the specifications or the request for that line item and may cause the rejection of the bid. PLEASE SEE ATTACHMENT IV FOR SPECIFICS OF SPECIFICATIONS THAT WILL ONLY BE CONSIDERED

Item	Estd Qty	Tire Sizes	No Bid	Bid Price Per Unit	Cost to Mount & Dismount	Balancing	Alignment	Manufacturer & Tire Specs	Warranty
14.1	1	2.5-80-18		\$277.21	\$25.00			GALAXY R4 12PR ART#GAL201289	SEE ATTACHED
14.2	1	4-5-24	X	No Bid	NO BID				
14.3	2	11L-15SL		\$99.90	\$25.00			ASENCO ART#3001050037	SEE ATTACHED
14.4	4	12.5-80.18		\$246.68	\$25.00			ASENCO ART#3001050032	SEE ATTACHED
14.5	1	13x6.5-6		\$24.50	\$15.00			OTR CHEVON ART#T5604136506	SEE ATTACHED

[SOUTHERN TIRE MART, LLC] RESPONSE DOCUMENT REPORT
NTB-ITEMS No. 2025-27
New Tires, Retread, and Flat Repair Services

Item	Estd Qty	Tire Sizes	No Bid	Bid Price Per Unit	Cost to Mount & Dismount	Balancing	Alignment	Manufacturer & Tire Specs	Warranty
14.6	1	14.00-24		\$480.00	\$65.00			ASENCO ART#300316002	SEE ATTACHED
14.7	1	16.9x30		\$532.08	\$75.00			GALAXY EARTH PRO R1 ART#GALI518559	SEE ATTACHED
14.8	4	19.5L-24		\$450.00	\$75.00			ASENCO ART#3002020011	SEE ATTACHED
14.9	1	21x7-12		\$89.90	\$25.00			OTR I-1 RIM IMPLEMENT ART#T125162170012	SEE ATTACHED
14.10	1	21x7-18 NMS	X	No Bid	NO BID				
14.11	20	23.5R25		\$1,850.00	\$150.00			FIRESTONE VERSABUILT AP ART#005501	SEE ATTACHED
14.12	36	29.5-25		\$3,635.81	\$150.00			MAXAM MS301 ART#30107	SEE ATTACHED
14.13	1	24x12.00		\$110.00	\$25.00			OTR BRAND ART#T241214002	SEE ATTACHED
14.14	1	205/75/15		\$65.03	\$25.00			TRAILMASTER ART#TMS705	SEE ATTACHED
14.15	1	235/85R16		\$88.50	\$15.00			MASTER TRACK ART#HFST46	SEE ATTACHED
14.16	1	380/85/24		\$295.00	\$75.00			ASENCO ART#30011500002	SEE ATTACHED
14.17	1	460/85/38		\$655.00	\$75.00			ASENCO ART#33001030021	SEE ATTACHED

Item	Estd Qty	Tire Sizes	No Bid	Bid Price Per Unit	Cost to Mount & Dismount	Balancing	Alignment	Manufacturer & Tire Specs	Warranty
14.18	1	775/65R29		\$4,998.00	\$150.00			MAXAM M302 ART#3130021	SEE ATTACHED
14.19	1	ST235/80R16		\$105.00	\$15.00			TRAILMASTER ART#TMST08A	SEE ATTACHED
14.20	1	ST235/85R16		\$107.00	\$15.00			TRAILMASTER ART#TMST09	SEE ATTACHED
14.21	1	875/65R29		\$6,800.00	\$150.00			MAXAM M302 ART#MAX031396	SEE ATTACHED

SPECIALTY TIRES “FIRE EMERGENCY SERVICES”

Each proposed tire must be specifically designed and rated for FIRE SERVICE USE. For safety reasons, the EDINBURG FIRE DEPARTMENT will ONLY CONSIDER MICHELIN TIRES or a department approved equal. Since the safety to our Citizens and Fire Personnel, is a primary concern, this department will not accept any tire, which can contribute to loss of vehicle/apparatus control or performance. If a vendor chooses to submit a tire, other than MICHELIN TIRES, the vendor will need to address all safety and performance concerns to the satisfaction of the department. Any proposed tire shall meet the minimum technical specifications, and shall meet the minimum specifications under NFPA 1911 and/or TRUCK MANUFACTURER for “FIRE EMERGENCY RESPONSE”. ALL EXCEPTIONS TO THESE SPECIFICATIONS MUST BE PRE-APPROVED BY THE CITY AND THE EXEMPTION LETTER MUST ACCOMPANY THE BID FOR CONSIDERATION. Quality: Tires SHALL BE TIER I PREMIUM TIRES; “FIRST LINE QUALITY” produced by the manufacturer and shall carry the company name; Tires SHALL BE OEM OR BETTER; MICHELIN/BF GOODRICH, ONLY. Suppliers may be required to submit proof that tires offered meet the specification listed. If any line item or specific cost of a line item is left blank in either the Proposal or the Specification Attachment Sheet, the City will assume the bidder cannot meet the specifications or the request for that line item and may cause the rejection of the bid. (MANUFACTURE AND QUALITY EXEMPTION “CITY APPROVED AND ACCEPTANCE LETTER” SHALL BE BOUND WITH THE BID INCLUDING ALL APPLICABLE SPECIFICATIONS HIGHLIGHTED, REFERENCING THE SPECIFIC BID ITEM NUMBER(S) CONSIDERED FOR THE ALTERNATE SPECIFICATION.) PLEASE SEE ATTACHMENT V FOR SPECIFICS OF SPECIFICATIONS PLEASE SEE ATTACHMENT V FOR SPECIFICS OF SPECIFICATIONS THAT WILL ONLY BE CONSIDERED

[SOUTHERN TIRE MART, LLC] RESPONSE DOCUMENT REPORT
NTB-ITEMS No. 2025-27
New Tires, Retread, and Flat Repair Services

Item	Estd Qty	Tire Sizes	No Bid	Bid Price Per Unit	Cost to Mount & Dismount	Balancing	Valve Stem Cost Per Unit	Manufacturer & Tire Specs	Warranty
15.1	12	10.00R20 Drive Tire		\$375.00	\$25.00	\$30.00	\$6.00	VEE RUBBER LUG V10H1	SEE ATTACHED
15.2	12	10.00R20 Steering Tire	X	No Bid	NO BID				
15.3	36	11R22.5 Drive Tire		\$479.00	\$25.00	\$30.00	\$6.00	BRIDGESTONE ART#003130	SEE ATTACHED
15.4	36	11R22.5 Steering Tire		\$439.00	\$25.00	\$30.00	\$6.00	BRIDGESTONE ART#206973	SEE ATTACHED
15.5	6	11R24.5 Drive Tire		\$529.00	\$25.00	\$30.00	\$6.00	BRIDGESTONE ART#003132	SEE ATTACHED
15.6	36	12R22.5 Drive Tire		\$570.00	\$25.00	\$30.00	\$6.00	BRIDGESTONE ART#003131	SEE ATTACHED
15.7	36	12R22.5 Steering Tire		\$340.00	\$25.00	\$30.00	\$6.00	BRIDGESTONE ART#000278	SEE ATTACHED
15.8	6	LT215/85R16		\$140.00	\$15.00	\$15.00	\$3.50	BFG ART#19836	SEE ATTACHED
15.9	6	225/70R19.5 RSS		\$244.00	\$25.00	\$30.00	\$6.00	BFG ART#21717	SEE ATTACHED
15.10	12	225/70R19.5 RSD		\$265.00	\$25.00	\$30.00	\$6.00	BFG ART#83490	SEE ATTACHED
15.11	12	235/75R17.5		\$262.59	\$25.00	\$30.00	\$6.00	HANKOOK ART#3003745	SEE ATTACHED
15.12	4	LT245/75R16		\$249.00	\$15.00	\$15.00	\$3.50	MICHELIN ART#26848	SEE ATTACHED
15.13	4	A/T 265/70R17 115S M+S		\$139.00	\$15.00	\$15.00	\$3.50	BFG ART#71447	SEE ATTACHED
15.14	4	LT265/75R16		\$134.00	\$15.00	\$15.00	\$3.50	BFG ART#14355	SEE ATTACHED

[SOUTHERN TIRE MART, LLC] RESPONSE DOCUMENT REPORT
NTB-ITEMS No. 2025-27
New Tires, Retread, and Flat Repair Services

Item	Estd Qty	Tire Sizes	No Bid	Bid Price Per Unit	Cost to Mount & Dismount	Balancing	Valve Stem Cost Per Unit	Manufacturer & Tire Specs	Warranty
15.15	4	LT275/65R18 LR E		\$184.25	\$15.00	\$15.00	\$3.50	BFG ART#03069	SEE ATTACHED
15.16	8	275/80R22.5		\$375.00	\$25.00	\$30.00	\$6.00	BRIDGESTONE ART#002920	SEE ATTACHED
15.17	2	285/75R24.5		\$399.00	\$25.00	\$30.00	\$6.00	BRIDGESTONE ART#248749	SEE ATTACHED
15.18	16	315/80R22.5		\$565.00	\$25.00	\$30.00	\$6.00	BRIDGESTONE ART#249038	SEE ATTACHED
15.19	4	385/65R22.5		\$614.00	\$25.00	\$30.00	\$6.00	BRISDESTONE ART#001073	SEE ATTACHED
15.20	2	425/65R22.5		\$663.00	\$25.00	\$30.00	\$6.00	BRIDGESTONE ART#0001074	SEE ATTACHED
15.21	2	445/65R22.5		\$845.00	\$25.00	\$30.00	\$6.00	BRIDGESTONE ART#001074	SEE ATTACHED
15.22	2	LT245/75R17 LR E		\$184.00	\$15.00	\$15.00	\$3.50	BFG ART#39532	SEE ATTACHED
15.23	2	M/T LT275/70R18 LR E		\$234.00	\$15.00	\$15.00	\$3.50	BFG ART#10199	SEE ATTACHED
15.24	2	HTP 265/65R18 M+S		\$154.00	\$15.00	\$15.00	\$3.50	BFG ART#57310	SEE ATTACHED
15.25	2	365/80R20		\$1,008.00	\$75.00		\$28.50	BRIDGESTONE ART#424757	SEE ATTACHED
15.26	2	LT 275/65R18 123/120 S		\$219.00	\$15.00	\$15.00	\$3.50	BFG ART#03069	SEE ATTACHED
15.27	2	LT 275/65R18 LR C		\$209.00	\$15.00	\$15.00	\$3.50	MICHELIN ART#73594	SEE ATTACHED
15.28	2	225/70R19.5 LR G		\$244.00	\$15.00	\$15.00	\$3.50	BFG ART#21717	SEE ATTACHED

SPECIALTY TIRES “PICK UP TRUCK”

Each proposed tire must be specifically designed and rated for all-terrain handling; offering tough traction for ON and OFF-ROAD performance, and help deliver responsive steering and handling. For safety reasons, the City will only consider Goodyear® Wrangler tires or an approved equal. Since the safety to our citizens and employees, is a primary concern, the City will not accept any tire, which can contribute to loss of vehicle control or performance. If a vendor chooses to submit a tire, other than the Goodyear® Wrangler, the vendor will need to address all safety and performance concerns to the satisfaction of the department. Quality: Tires SHALL BE TIER I PREMIUM TIRES; “FIRST LINE QUALITY” produced by the manufacturer and shall carry the company name; Tires SHALL BE OEM OR BETTER; GOODYEAR/DUNLOP, ONLY. Suppliers may be required to submit proof that tires offered meet the specification listed. If any line item or specific cost of a line item is left blank in either the Proposal or the Specification Attachment Sheet, the City will assume the bidder cannot meet the specifications or the request for that line item and may cause the rejection of the bid. All exceptions to these specifications must be Pre-Approved by the City and the Exemption Letter must accompany the bid for consideration. PLEASE SEE ATTACHMENT VI FOR SPECIFICS OF SPECIFICATIONS THAT WILL ONLY BE CONSIDERED

Item	Estd Qty	Tire Sizes	No Bid	Bid Price Per Unit	Cost to Mount & Dismount	Balancing	Alignment	Manufacturer & Tire Specs	Warranty
16.1	1	225/65R16		\$91.45	\$15.00	\$15.00	\$69.95	FIRESTONE ART#004047	SEE ATTACHED
16.2	1	225/65R17		\$122.15	\$15.00	\$15.00	\$69.95	FIRESTONE ART#006578	SEE ATTACHED
16.3	1	225/70R19.5		\$299.90	\$25.00	\$30.00	\$195.00	FIRESTONE ART#004196	SEE ATTACHED
16.4	1	265/70R17		\$172.88	\$15.00	\$15.00	\$69.95	FIRESTONE ART#013868	SEE ATTACHED
16.5	1	215/75R17.5		\$299.90	\$25.00	\$30.00		FIRESTONE ART#248511	SEE ATTACHED
16.6	1	LT215/75R15		\$112.00	\$15.00	\$15.00	\$69.95	FIRESTONE ART#005343	SEE ATTACHED

[SOUTHERN TIRE MART, LLC] RESPONSE DOCUMENT REPORT
NTB-ITEMS No. 2025-27
New Tires, Retread, and Flat Repair Services

Item	Estd Qty	Tire Sizes	No Bid	Bid Price Per Unit	Cost to Mount & Dismount	Balancing	Alignment	Manufacturer & Tire Specs	Warranty
16.7	34	LT235/85R16		\$131.00	\$15.00	\$15.00	\$69.95	FIRESTONE AERT#013892	SEE ATTACHED
16.8	16	245/70R17		\$129.00	\$15.00	\$15.00	\$69.95	FIRESTONE ART#005369	SEE ATTACHED
16.9	1	LT245/75R16		\$125.00	\$15.00	\$15.00	\$69.95	FIRESTONE ART#013887	SEE ATTACHED
16.10	4	275/65R18		\$147.00	\$15.00	\$15.00	\$69.95	FIRESTONE ART#005392	SEE ATTACHED
16.11	1	285/70/17		\$175.00	\$15.00	\$15.00	\$69.95	FIRESTONE ART#014468	SEE ATTACHED
16.12	1	225/75R15		\$112.00	\$15.00	\$15.00	\$69.95	FIRESTONE ART#05344	SEE ATTACHED
16.13	32	235/70R16		\$118.00	\$15.00	\$15.00	\$69.95	FIRESTONE ART#005338	SEE ATTACHED
16.14	4	265/70R16		\$135.00	\$15.00	\$15.00	\$69.95	FIRESTONE ART#005359	SEE ATTACHED
16.15	1	245/75R17		\$129.00	\$15.00	\$15.00	\$69.95	FIRESTONE ART#005369	SEE ATTACHED
16.16	1	LT285/70R17		\$176.00	\$15.00	\$15.00	\$69.95	FIRESTONE ART#013896	SEE ATTACHED
16.17	1	205/75R15		\$93.00	\$15.00	\$15.00	\$69.95	FIRESTONE ART#148980	SEE ATTACHED

FLAT REPAIR SERVICES

[SOUTHERN TIRE MART, LLC] RESPONSE DOCUMENT REPORT
NTB-ITEMS No. 2025-27
New Tires, Retread, and Flat Repair Services

Item	Estd Qty	Tire Sizes	No Bid	Flat Repair 6 AM / 7 PM	Flat Repair 7 PM / 6 AM	Cost to Mount & Dismount	Cost to Switch Out	O-Ring Cost Per Unit	Valve Stem Cost Per Unit
17.1	1	10.00R20	X	No Bid					
17.2	1	11L-15		\$28.50	\$28.50	\$22.50	\$12.00		\$3.50
17.3	1	11R22.5		\$32.50	\$32.50	\$25.00	\$12.00		\$6.00
17.4	1	11R24.5		\$32.50	\$32.50	\$25.00	\$12.00		\$6.00
17.5	1	12.5-80.18		\$32.50	\$32.50	\$25.00	\$12.00		\$6.00
17.6	1	12R22.5		\$32.50	\$32.50	\$25.00	\$12.00		\$6.00
17.7	1	13x6.5-6		\$17.50	\$17.50	\$15.00	\$12.00		\$3.50
17.8	1	14.00-24		\$75.00	\$75.00	\$65.00	\$20.00		\$28.50
17.9	1	16.9x30		\$82.50	\$82.50	\$75.00	\$30.00		\$28.50
17.10	1	19.5L-24		\$82.50	\$82.50	\$75.00	\$30.00		\$28.50
17.11	1	2.5-80-18		\$32.50	\$32.50	\$25.00	\$12.00		\$3.50
17.12	1	205/75/15		\$17.50	\$17.50	\$15.00	\$10.00		\$3.50
17.13	1	215/75R15		\$17.50	\$17.50	\$15.00	\$10.00		\$3.50
17.14	1	215/75R17.5		\$32.50	\$32.50	\$25.00	\$12.00		\$3.50
17.15	1	215/85R16		\$17.50	\$17.50	\$15.00	\$10.00		\$3.50
17.16	1	21x7-12		\$17.50	\$17.50	\$15.00	\$10.00		\$3.50
17.17	1	21x7-18		\$17.50	\$17.50	\$15.00	\$10.00		\$3.50
17.18	1	225/65R16		\$17.50	\$17.50	\$15.00	\$10.00		\$3.50
17.19	1	225/65R17		\$17.50	\$17.50	\$15.00	\$10.00		\$3.50

[SOUTHERN TIRE MART, LLC] RESPONSE DOCUMENT REPORT
NTB-ITEMS No. 2025-27
New Tires, Retread, and Flat Repair Services

Item	Estd Qty	Tire Sizes	No Bid	Flat Repair 6 AM / 7 PM	Flat Repair 7 PM / 6 AM	Cost to Mount & Dismount	Cost to Switch Out	O-Ring Cost Per Unit	Valve Stem Cost Per Unit
17.20	1	225/70R19.5		\$32.50	\$32.50	\$25.00	\$12.00		\$3.50
17.21	1	225/75R15		\$17.50	\$17.50	\$15.00	\$10.00		\$3.50
17.22	1	23.5R25		\$120.00	\$120.00	\$110.00	\$55.00		\$28.50
17.23	1	235/70R16		\$17.50	\$17.50	\$15.00	\$10.00		\$3.50
17.24	1	235/75R17.5		\$32.50	\$32.50	\$25.00	\$12.00		\$3.50
17.25	1	235/80R16		\$17.50	\$17.50	\$15.00	\$10.00		\$3.50
17.26	1	235/85R16		\$17.50	\$17.50	\$15.00	\$10.00		\$3.50
17.27	1	245/70R17		\$17.50	\$17.50	\$15.00	\$10.00		\$3.50
17.28	1	245/75R16		\$17.50	\$17.50	\$15.00	\$10.00		\$3.50
17.29	1	245/75R17		\$17.50	\$17.50	\$15.00	\$10.00		\$3.50
17.30	1	24x12.00		\$17.50	\$17.50	\$15.00	\$10.00		\$3.50
17.31	1	265/65R18		\$17.50	\$17.50	\$15.00	\$10.00		\$3.50
17.32	1	265/70R16		\$17.50	\$17.50	\$15.00	\$10.00		\$3.50
17.33	1	265/70R17		\$17.50	\$17.50	\$15.00	\$10.00		\$3.50
17.34	1	265/75R16		\$17.50	\$17.50	\$15.00	\$10.00		\$3.50
17.35	1	275/65R18		\$17.50	\$17.50	\$15.00	\$10.00		\$3.50
17.36	1	275/70R18		\$17.50	\$17.50	\$15.00	\$10.00		\$3.50
17.37	1	275/80R22.5		\$38.50	\$38.50	\$35.00	\$10.00		\$6.00
17.38	1	285/70R17		\$17.50	\$17.50	\$15.00	\$10.00		\$3.50

[SOUTHERN TIRE MART, LLC] RESPONSE DOCUMENT REPORT
 NTB-ITEMS No. 2025-27
 New Tires, Retread, and Flat Repair Services

Item	Estd Qty	Tire Sizes	No Bid	Flat Repair 6 AM / 7 PM	Flat Repair 7 PM / 6 AM	Cost to Mount & Dismount	Cost to Switch Out	O-Ring Cost Per Unit	Valve Stem Cost Per Unit
17.39	1	285/75R24.5		\$32.50	\$32.50	\$25.00	\$12.00		\$6.00
17.40	1	29.5-25		\$150.00	\$150.00	\$135.00	\$50.00	\$19.95	\$28.50
17.41	1	315/80R22.5		\$38.50	\$38.50	\$35.00	\$10.00		\$6.00
17.42	1	365/80R20		\$75.00	\$75.00	\$65.00	\$35.00	\$19.95	\$28.50
17.43	1	380/85/24		\$75.00	\$75.00	\$65.00	\$15.00		\$28.50
17.44	1	385/65R22.5		\$45.00	\$45.00	\$40.00	\$15.00		\$6.00
17.45	1	425/65R22.5		\$45.00	\$45.00	\$40.00	\$15.00		\$6.00
17.46	1	445/65R22.5		\$45.00	\$45.00	\$40.00	\$15.00		\$6.00
17.47	1	4-5-24		\$45.00	\$45.00	\$40.00	\$15.00		\$6.00
17.48	1	460/85/38		\$95.00	\$95.00	\$75.00	\$35.00		\$28.50
17.49	1	775/65R29		\$150.00	\$150.00	\$135.00	\$50.00	\$19.95	\$75.00
17.50	1	875/65R29		\$150.00	\$150.00	\$135.00	\$50.00	\$19.95	\$75.00

SERVICE CALLS

These are charges in addition to the flat repair cost associated with the trip to the call. All bids must be submitted on the City's form provided. Bidders shall complete the specification column with a price to indicate the cost of the item or the cost to perform the service as specified. If an item is left blank, the City will assume the bidder cannot meet the specifications and may cause rejection of the bid. If any line item or specific cost of a line item is left blank in either the Proposal or the Specification Attachment Sheet, the City will assume the bidder cannot meet the specifications or the request for that line item and may cause the rejection of the bid. PLEASE SEE ATTACHMENT VII FOR SPECIFICS OF SPECIFICATIONS THAT WILL ONLY BE CONSIDERED

[SOUTHERN TIRE MART, LLC] RESPONSE DOCUMENT REPORT
NTB-ITEMS No. 2025-27
New Tires, Retread, and Flat Repair Services

Line Item	Description	No Bid	Unit Price	Unit Price
18.1	Sunday Pretrip Inspection		\$100.00	Per Hour
18.2	5 AM Pretrip Inspection Mon-Friday		\$75.00	Per Hour
18.3	Repair Call 7AM – 7PM		\$50.00	Once Per Event
18.4	Repair Call 7PM – 7AM		\$50.00	Once Per Event



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/22/2025

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

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

PRODUCER Arthur J. Gallagher Risk Management Services, LLC 1076 Highland Colony Pkwy, Suite 300 Ridgeland MS 39157	CONTACT NAME: Cheryl Ann Bates PHONE (A/C, No, Ext): 1601842299 E-MAIL ADDRESS: cheryl_bates@ajg.com	FAX (A/C, No): 601-957-7098
License#: BR-1791411 SOUTTIR-05		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Hartford Fire Insurance Company		19682
INSURER B : Arch Insurance Company		11150
INSURER C : Lexington Insurance Company		19437
INSURER D : Aspen Specialty Insurance Company		10717
INSURER E : Hartford Accident and Indemnity Company		22357
INSURER F :		

COVERAGES**CERTIFICATE NUMBER:** 850020911**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☒ LOC OTHER:	Y	Y				EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 5,000,000 MED EXP (Any one person) \$ 50,000 PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ 5,000,000 \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	Y	Y	43CSES86202	10/1/2024	10/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B C D	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$	Y	Y	UXP103365805 023627827 EMR0000007102	10/1/2024 10/1/2024 10/1/2024	10/1/2025 10/1/2025 10/1/2025	EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$ \$
E	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N ☐	N / A	43WNS86200	10/1/2024	10/1/2025	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 5,000,000 E.L. DISEASE - EA EMPLOYEE \$ 5,000,000 E.L. DISEASE - POLICY LIMIT \$ 5,000,000
A	Garagekeepers			43CSES86202	10/1/2024	10/1/2025	500,000 Ded \$500,00 Comp Ded \$500,000 Coll

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

CERTIFICATE HOLDER**CANCELLATION**City of Edinburg
415 W University Dr.
Edinburg TX 78541

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ATTACHMENT I

STEER AXLE TIRES	
NEW TIRE SPECIFICATION – (EXCLUDING SPECIALTY TIRES)	INITIALS
If any line item or specific cost of a line item is left blank in either the Proposal or the Specification Attachment Sheet, the City will assume the bidder cannot meet the specifications or the request for that line item and may cause the rejection of the bid.	RC
REFUSE/SANITATION/EXTREME SERVICE TIRES NEW TIRE PURCHASE: Bidders will be responsible to secure proper stock after being advised of their award. Tires <u>SHALL BE TIER I PREMIUM TIRES; "FIRST LINE QUALITY"</u> produced by the manufacturer and shall carry the company name; Tires <u>SHALL BE OEM OR BETTER; GOODYEAR/DUNLOP, MICHELIN/BF GOODRICH OR BRIDGESTONE/FIRESTONE ONLY</u>, unless otherwise noted and accepted by the City, prior to the submittal of the bid. (MANUFACTURE AND QUALITY EXEMPTION "ACCEPTANCE LETTER" SHALL BE BOUND WITH THE BID INCLUDING ALL APPLICABLE SPECIFICATIONS HIGHLIGHTED, REFERENCING THE SPECIFIC BID ITEM NUMBER(S) CONSIDERED FOR THE ALTERNATE SPECIFICATION.)	RC
Quality: Tires <u>SHALL BE TIER I PREMIUM TIRES; "FIRST LINE QUALITY"</u> produced by the manufacturer and shall carry the company name; Tires <u>SHALL BE OEM OR BETTER; GOODYEAR/DUNLOP, MICHELIN/BF GOODRICH OR BRIDGESTONE/FIRESTONE ONLY</u>. Suppliers may be required to submit proof that tires offered meet the specification listed.	RC
1. All Tires Must Meet or Exceed the Following: Manufactured for Extreme Service Applications ; Shall meet or exceed specification for on/off highway use; use in mixed or improved and aggressive on/off road surfaces.	RC
2. The tires shall be new; <u>TIER I PREMIUM TIRES; "FIRST LINE QUALITY"</u> produced by a listed manufacturer and carry the company name.	RC
3. All tires shall be Radial and of Tubeless Design, unless otherwise noted and accepted by the City.	RC
4. All Tires must be manufactured using Optimized Tread Compound/Waste Haul Tread Compound.	RC
5. All Tires must have Full Width Protector Ply.	RC
6. All Tires must have at a minimum Three Steel Belt Construction	RC
7. All Tires must have Rectangular Bead Structure/Rounded Bead Structure.	RC
8. All Tires must have Side Wall Wear indicators.	RC

ATTACHMENT I

9.	All Tires must have Curb Guards.					LC
10.	Tires shall have a belt crown package for extended casing life; promoting retreadability and protects the working plies from shocks, bruises and impacts.					LC
11.	Tires must be an All Position or Steering Optimized Radial; optimized for exceptional traction and wear in mixed and severe on/off road service. Listed are the Acceptable Specifications and Model Numbers for this type Tire application. All exceptions to these specifications must be Pre-Approved by the City and the Exemption Letter must accompany the bid for consideration. (MANUFACTURE AND QUALITY EXEMPTION "CITY APPROVED AND ACCEPTANCE LETTER" SHALL BE BOUND WITH THE BID INCLUDING ALL APPLICABLE SPECIFICATIONS HIGHLIGHTED, REFERENCING THE SPECIFIC BID ITEM NUMBER(S) CONSIDERED FOR THE ALTERNATE SPECIFICATION.)					LC
	11R22.5	Goodyear Endurance WHA, G289, G296, G751; Michelin X WORKS Z, XZY3, XZY or XZU, XZU2, XZUS OR Michelin X ONE; Bridgestone M760, M726, M713, M870, M864 or equal manufacture approved	Load Range "H"	Minimum 16 Ply	Tread Depth Minimum 20/32nds	LC
	315/80R22.5	Goodyear Endurance WHA, G289, G296, G751; Michelin X WORKS Z, XZY3, XZY or XZU, XZU2, XZUS OR Michelin X ONE; Bridgestone M760, M726, M713, M870, M864 or equal manufacture approved	Load Range "L"	Minimum 20 Ply	Tread Depth Minimum 23/32nds	LC
	385/65R22.5	Goodyear G296; Michelin XZY3; Bridgestone M864 or equal manufacture approved	Load Range "J"	Minimum 18 Ply	Tread Depth Minimum 22/32nds	LC
	425/65R22.5	Goodyear Endurance WHA, G289, G296, G751; Michelin X WORKS Z, XZY3, XZY or XZU, XZU2, XZUS OR Michelin X ONE; Bridgestone M864 or equal manufacture approved	Load Range "L"	Minimum 20 Ply	Tread Depth Minimum 23/32nds	LC

ATTACHMENT II

DRIVE AXLE TIRES	
NEW TIRE SPECIFICATION – (EXCLUDING SPECIALTY TIRES)	INITIALS
If any line item or specific cost of a line item is left blank in either the Proposal or the Specification Attachment Sheet, the City will assume the bidder cannot meet the specifications or the request for that line item and may cause the rejection of the bid.	RC
REFUSE/SANITATION/EXTREME SERVICE TIRES NEW TIRE PURCHASE: Bidders will be responsible to secure proper stock after being advised of their award. Tires <u>SHALL BE TIER I PREMIUM TIRES; "FIRST LINE QUALITY"</u> produced by the manufacturer and shall carry the company name; Tires <u>SHALL BE OEM OR BETTER; GOODYEAR/DUNLOP, MICHELIN/BF GOODRICH OR BRIDGESTONE/FIRESTONE ONLY</u>, unless otherwise noted and accepted by the City, prior to the submittal of the bid. (MANUFACTURE AND QUALITY EXEMPTION "ACCEPTANCE LETTER" SHALL BE BOUND WITH THE BID INCLUDING ALL APPLICABLE SPECIFICATIONS HIGHLIGHTED, REFERENCING THE SPECIFIC BID ITEM NUMBER(S) CONSIDERED FOR THE ALTERNATE SPECIFICATION.)	RC
Quality: Tires <u>SHALL BE TIER I PREMIUM TIRES; "FIRST LINE QUALITY"</u> produced by the manufacturer and shall carry the company name; Tires <u>SHALL BE OEM OR BETTER; GOODYEAR/DUNLOP, MICHELIN/BF GOODRICH OR BRIDGESTONE/FIRESTONE ONLY</u>. Suppliers may be required to submit proof that tires offered meet the specification listed.	RC
1. All Tires Must Meet or Exceed the Following: Manufactured for Extreme Service Applications ; Shall meet or exceed specification for on/off highway use; use in mixed or improved and aggressive on/off road surfaces.	RC
2. The tires shall be new; <u>TIER I PREMIUM TIRES; "FIRST LINE QUALITY"</u> produced by a listed manufacturer and carry the company name.	RC
3. All tires shall be Radial and of Tubeless Design, unless otherwise noted and accepted by the City.	RC
4. All Tires must be manufactured using Optimized Tread Compound/Waste Haul Tread Compound.	RC
5. All Tires must have Full Width Protector Ply.	RC
6. All Tires must have at a minimum Three Steel Belt Construction	RC
7. All Tires must have Rectangular Bead Structure/Rounded Bead Structure.	RC
8. All Tires must have Side Wall Wear indicators.	RC

ATTACHMENT II

9.	All Tires must have Curb Guards.					KC
10.	Tires shall have a belt crown package for extended casing life; promoting retreadability and protects the working plies from shocks, bruises and impacts.					KC
12	Tire must be Drive position only On/Off Road Radial Tire; optimized for exceptional traction and wear in mixed and severe on/off road service. <u>Listed are the Acceptable Specifications and Model Numbers for this type Tire application. All exceptions to these specifications must be Pre-Approved by the City and the Exemption Letter must accompany the bid for consideration.</u> (MANUFACTURE AND QUALITY EXEMPTION "CITY APPROVED AND ACCEPTANCE LETTER" SHALL BE BOUND WITH THE BID INCLUDING ALL APPLICABLE SPECIFICATIONS HIGHLIGHTED, REFERENCING THE SPECIFIC BID ITEM NUMBER(S) CONSIDERED FOR THE ALTERNATE SPECIFICATION.)					KC
	11R22.5	Michelin X Force, X Works D, X Works XDY, XZY 3; Goodyear G177, Pro Grade MSD; Bridgestone L317, L320, M770, T831 or equal manufacture approved	Load Range "H"	Minimum 16 Ply	Tread Depth Minimum 30/32nds	KC
	315/80R22.5	Michelin X Force, X Works D, X Works XDY, XZY 3; Goodyear G177, Pro Grade MSD; Bridgestone L317, L320, M770, T831 or equal manufacture approved	Load Range "L"	Minimum 20 Ply	Tread Depth Minimum 28/32nds	KC
	425/65R22.5	Michelin X Force, X Works D, X Works XDY, XZY 3; Goodyear G177, Pro Grade MSD; Bridgestone L317, L320, M770, T831 or equal manufacture approved	Load Range "L"	Minimum 20 Ply	Tread Depth Minimum 23/32nds	KC

ATTACHMENT III

TIRE RETREAD				INITIALS
If any line item or specific cost of a line item is left blank in either the Proposal or the Specification Attachment Sheet, the City will assume the bidder cannot meet the specifications or the request for that line item and may cause the rejection of the bid.				LC
13.	RETREAD SERVICES – The mold tread SHALL be (Michelin XDY or Bandag BDM Tread) designed for mixed service use; on/off road service; designed for refuse and construction industry. Molded tread must contain compound for chip/cut resistance and shall be traction enhanced and conform to the mold for Michelin XDY or Bandag BDM Tread. <u>Listed are the Acceptable Specifications and Model Numbers for this type Tire application. All exceptions to these specifications must be Pre-Approved by the City and the Exemption Letter must accompany the bid for consideration.</u>			LC
	11R22.5	Listed above are the Acceptable Specifications for this type Tire application. All exceptions to these specifications must be Pre-Approved by the City and the Exemption Letter must accompany the bid for consideration	Tread Depth Minimum: 26/32nds or better	LC
	315/80R22.5	Listed above are the Acceptable Specifications for this type Tire application. All exceptions to these specifications must be Pre-Approved by the City and the Exemption Letter must accompany the bid for consideration	Tread Depth Minimum: 32/32nds or better	LC

ATTACHMENT IV

CONSTRUCTION, AGRICULTURE AND IMPLEMENT TIRES					INITIALS
If any line item or specific cost of a line item is left blank in either the Proposal or the Specification Attachment Sheet, the City will assume the bidder cannot meet the specifications or the request for that line item and may cause the rejection of the bid.					RC
14.	All Tires Must Meet or Exceed the Following features a heavy-duty, all steel radial traction design for construction use, graders, loaders and earthmovers. <u>Listed are the Acceptable Specifications and Model Numbers for this type Tire application. All exceptions to these specifications must be Pre-Approved by the City and the Exemption Letter must accompany the bid for consideration.</u>				RC
	2.5-80-18				RC
	4-5-24				
	11L-15SL	Steering Tire – Shock-fortified nylon cord body and cut-resistant sidewall.	8 ply	33/32 nd Tread Depth	RC
	12.5-80.18	Steering Tire – Deep overlapping bar cleats and low profile provide excellent traction and flotation with skid-steer loaders.	12 Ply	32/32 nd Tread Depth	RC
	13x6.5-6	4.5 Reliance			RC
	14.00-24				RC
	16.9x30	Kubota Tractor Model M5400 / M5700			RC
	19.5L-24	Drive Tire- For backhoe and construction equipment on and off the road. Gives long tread life on hard surface roads.	10 Ply	34/32 nd Tread Depth	RC
	21x7-12				RC
	21x7-18 NMS				
	23.5R25	A. THE TIRES MUST BE NEW B. ALL TIRES MUST BE RADIAL – V STEEL – K TRACTION (VKT) C. ALL TIRES MUST BE OF E-2; TWO STAR PLY RATING D. DIRECTIONAL TREAD PATTERN			RC

ATTACHMENT IV

	E. CUT RESISTANT TREAD DESIGN			
29.5-25	A. THE TIRES MUST BE NEW B. ALL TIRES MUST BE RADIAL - V STEEL - K TRACTION (VKT) C. ALL TIRES MUST BE OF E-2; TWO STAR PLY RATING D. DIRECTIONAL TREAD PATTERN E. CUT RESISTANT TREAD DESIGN			RC
24x12.00	Kubota Front Deck Mower	12 ply		RC
205/75/15				RC
235/85R16	General specialty tire			RC
380/85/24				RC
460/85/38				RC
775/65R29				RC
ST235/80R16				RC
ST235/85R16				RC
875/65R29				RC

ATTACHMENT V

SPECIALTY TIRES "FIRE EMERGENCY SERVICES"		INITIALS
NEW TIRE SPECIFICATION – (EXCLUDING SPECIALTY TIRES)		
If any line item or specific cost of a line item is left blank in either the Proposal or the Specification Attachment Sheet, the City will assume the bidder cannot meet the specifications or the request for that line item and may cause the rejection of the bid.		RC
NEW TIRE PURCHASE: Bidders will be responsible to secure proper stock after being advised of their award. Tires <u>SHALL BE TIER I PREMIUM TIRES; "FIRST LINE QUALITY"</u> produced by the manufacturer and shall carry the company name; Tires <u>SHALL BE OEM OR BETTER; MICHELIN/BF GOODRICH, ONLY</u> , unless otherwise noted and accepted by the City, prior to the submittal of the bid. (MANUFACTURE AND QUALITY EXEMPTION "ACCEPTANCE LETTER" SHALL BE BOUND WITH THE BID INCLUDING ALL APPLICABLE SPECIFICATIONS HIGHLIGHTED, REFERENCING THE SPECIFIC BID ITEM NUMBER(S) CONSIDERED FOR THE ALTERNATE SPECIFICATION.)		RC
Quality: Tires <u>SHALL BE TIER I PREMIUM TIRES; "FIRST LINE QUALITY"</u> produced by the manufacturer and shall carry the company name; Tires <u>SHALL BE OEM OR BETTER; MICHELIN/BF GOODRICH, ONLY</u> . Suppliers may be required to submit proof that tires offered meet the specification listed.		RC
1.	All Tires Must Meet or Exceed the Following: Manufactured for Extreme Service Applications ; Shall meet or exceed specification for on/off highway use; use in mixed or improved and aggressive on/off road surfaces.	RC
2.	The tires shall be new; <u>TIER I PREMIUM TIRES; "FIRST LINE QUALITY"</u> produced by a listed manufacturer and carry the company name.	RC
3.	All tires shall be Radial and of Tubeless Design, unless otherwise noted and accepted by the City.	RC
4.	All Tires must be manufactured using Optimized Tread Compound/Waste Haul Tread Compound.	RC
5.	All Tires must have Full Width Protector Ply.	RC
6.	All Tires must have at a minimum Three Steel Belt Construction	RC
7.	All Tires must have Rectangular Bead Structure/Rounded Bead Structure.	RC
8.	All Tires must have Side Wall Wear indicators.	RC
9.	All Tires must have Curb Guards.	RC
10.	Tires shall have a belt crown package for extended casing life; promoting retreadability and protects the working plies from shocks, bruises and impacts.	RC

ATTACHMENT V

11.	Each proposed tire must be specifically designed and rated for FIRE SERVICE USE. For safety reasons, the EDINBURG FIRE DEPARTMENT will ONLY CONSIDER MICHELIN TIRES or a department approved equal. Since the safety to our Citizens and Fire Personnel, is a primary concern, these departments will not accept any tire, which can contribute to loss of vehicle/apparatus control or performance. If a vendor chooses to submit a tire, other than MICHELIN TIRES, the vendor will need to address all safety and performance concerns to the satisfaction of the department. Any proposed tire shall meet the minimum technical specifications, and shall meet the minimum specifications under NFPA 1911 and/or TRUCK MANUFACTURER for "FIRE EMERGENCY RESPONSE". ALL EXCEPTIONS TO THESE SPECIFICATIONS MUST BE PRE-APPROVED BY THE CITY AND THE EXEMPTION LETTER MUST ACCOMPANY THE BID FOR CONSIDERATION. (MANUFACTURE AND QUALITY EXEMPTION "CITY APPROVED AND ACCEPTANCE LETTER" SHALL BE BOUND WITH THE BID INCLUDING ALL APPLICABLE SPECIFICATIONS HIGHLIGHTED, REFERENCING THE SPECIFIC BID ITEM NUMBER(S) CONSIDERED FOR THE ALTERNATE SPECIFICATION.)	RC			
15.	Fire Emergency Response Tires SHALL BE MANUFACTURED FOR EXTREME SERVICE APPLICATIONS; Tires SHALL BE TIER I PREMIUM TIRES; "FIRST LINE QUALITY" produced by the manufacturer and shall carry the company name; Tires SHALL BE OEM OR BETTER MICHELIN TIRES, OR A DEPARTMENT APPROVED FIRE SERVICE RESPONSE TIRE.	RC			
	THE UNIT PRICE ON THIS BID SHALL INCLUDE VALVE STEMS, DISMOUNTING, MOUNTING, AND BALANCING. Bidder must maintain an adequate supply of all tire sizes available at all times.	RC			
	FIRE SERVICE TIRES				
	10.00R20	Michelin XZY3 or approved Goodyear equal	Load Range "H"	Minimum 16 Ply	Tread Depth Minimum 20/32nds
	11R22.5	Michelin XZY3 or approved Goodyear equal	Load Range "H"	Minimum 16 Ply	Tread Depth Minimum 20/32nds
	11R/24.5	Michelin XZY3 Goodyear G751 or approved equal	Load Range "H"	Minimum 16 Ply	Tread Depth Minimum 24/32nds
	12R22.5	Michelin XZY3 or approved Goodyear equal	Load Range "H"	Minimum 16 Ply	Tread Depth Minimum 20/32nds
	LT215/85R16	Michelin Defenders or approved Goodyear equal	Load Range "E"	Minimum 10 Ply	Tread Depth Minimum 13.5/32nds
	225/70R19.5 RSS	Goodyear G647 or approved Michelin equal	Load Range "G"	Minimum 14 Ply	Tread Depth Minimum 16/32nds
	225/70R19.5 RSD	Goodyear G622 or approved Michelin equal	Load Range "G"	Minimum 14 Ply	Tread Depth Minimum 19/32nds
	235/75R17.5	Michelin XZY3 or approved Goodyear equal	Load Range "H"	Minimum 18 Ply	Tread Depth Minimum 23/32nds
	LT245/75R16	Michelin LTX M+S ² or approved Goodyear equal	Load Range "E"	Minimum 10 Ply	Tread Depth Minimum 13.5/32nds

ATTACHMENT V

A/T 265/70R17 115S M+S	Michelin LTX A/T ² or approved Goodyear equal	Load Range "E"	Minimum 10 Ply	Tread Depth Minimum 13.5/32nds
LT265/75R16	Goodyear Wrangler or approved Michelin equal	Load Range "E"	Minimum 10 Ply	Tread Depth Minimum 15/32nds
LT275/65R18 LR E	Goodyear Wrangler or approved Michelin equal	Load Range "E"	Minimum 10 Ply	Tread Depth Minimum 15/32nds
275/80R22.5	Michelin XZY3 or approved Goodyear equal	Load Range "G"	Minimum 18 Ply	Tread Depth Minimum 23/32nds
285/75R24.5	Goodyear G399 LHS or approved Michelin equal	Load Range "H"	Minimum 16 Ply	Tread Depth Minimum 18/32nds
315/80R22.5	Michelin XZY3 or approved Goodyear equal	Load Range "L"	Minimum 20 Ply	Tread Depth Minimum 23/32nds
385/65R22.5	Michelin XZY3 or approved Goodyear equal	Load Range "L"	Minimum 20 Ply	Tread Depth Minimum 23/32nds
425/65R22.5	Michelin XZY3 or approved Goodyear equal	Load Range "L"	Minimum 20 Ply	Tread Depth Minimum 23/32nds
445/65R22.5	Michelin XZY3 or approved Goodyear equal	Load Range "L"	Minimum 20 Ply	Tread Depth Minimum 23/32nds
LT245/75R17 LR E		Load Range "E"		
M/T LT275/70R18 LR E		Load Range "E"		
HTP 265/65R18 M+S				
365/80R20				
LT 275/65R18 123/120 S				
LT 275/65R18 LR C				
225/70R19.5 LR G				

ATTACHMENT VI

SPECIALTY TIRES "PICK UP TRUCK"		
NEW TIRE SPECIFICATION – (EXCLUDING SPECIALTY TIRES)		INITIALS
If any line item or specific cost of a line item is left blank in either the Proposal or the Specification Attachment Sheet, the City will assume the bidder cannot meet the specifications or the request for that line item and may cause the rejection of the bid.		RC
REFUSE/SANITATION/EXTREME SERVICE TIRES NEW TIRE PURCHASE: Bidders will be responsible to secure proper stock after being advised of their award. Tires <u>SHALL BE TIER I PREMIUM TIRES; "FIRST LINE QUALITY"</u> produced by the manufacturer and shall carry the company name; Tires <u>SHALL BE OEM OR BETTER; GOODYEAR/DUNLOP, ONLY</u>, unless otherwise noted and accepted by the City, prior to the submittal of the bid. (MANUFACTURE AND QUALITY EXEMPTION "ACCEPTANCE LETTER" SHALL BE BOUND WITH THE BID INCLUDING ALL APPLICABLE SPECIFICATIONS HIGHLIGHTED, REFERENCING THE SPECIFIC BID ITEM NUMBER(S) CONSIDERED FOR THE ALTERNATE SPECIFICATION.)		RC
Quality: Tires <u>SHALL BE TIER I PREMIUM TIRES; "FIRST LINE QUALITY"</u> produced by the manufacturer and shall carry the company name; Tires <u>SHALL BE OEM OR BETTER; GOODYEAR/DUNLOP, ONLY</u>. Suppliers may be required to submit proof that tires offered meet the specification listed.		RC
1.	All Tires Must Meet or Exceed the Following: Manufactured for Extreme Service Applications ; Shall meet or exceed specification for on/off highway use; use in mixed or improved and aggressive on/off road surfaces.	RC
2.	The tires shall be new; <u>TIER I PREMIUM TIRES; "FIRST LINE QUALITY"</u> produced by a listed manufacturer and carry the company name.	RC
3.	All tires shall be Radial and of Tubeless Design, unless otherwise noted and accepted by the City.	RC
4.	All Tires must be manufactured using Optimized Tread Compound/Waste Haul Tread Compound.	RC
5.	All Tires must have Full Width Protector Ply.	RC
6.	All Tires must have at a minimum Three Steel Belt Construction	RC
7.	All Tires must have Rectangular Bead Structure/Rounded Bead Structure.	RC
8.	All Tires must have Side Wall Wear indicators.	RC
9.	All Tires must have Curb Guards.	RC

ATTACHMENT VI

10.	Tires shall have a belt crown package for extended casing life; promoting retreadability and protects the working plies from shocks, bruises and impacts.	RC
16.	Each proposed tire must be specifically designed and rated for all-terrain handling; offering tough traction for ON and OFF-ROAD performance, and help deliver responsive steering and handling. For safety reasons, the City will only consider Goodyear® Wrangler tires or an approved equal. Since the safety to our citizens and employees, is a primary concern, the City will not accept any tire, which can contribute to loss of vehicle control or performance. If a vendor chooses to submit a tire, other than the Goodyear® Wrangler, the vendor will need to address all safety and performance concerns to the satisfaction of the department. <u>All exceptions to these specifications must be Pre-Approved by the City and the Exemption Letter must accompany the bid for consideration.</u>	RC
	All tires must have a Load Index Rating above "100"	RC
	All tires must have a minimum of 10ply rating	RC
	All tires must be All Terrain Tires AT/S unless specified different	RC

ATTACHMENT VII

SERVICE CALLS		INITIALS
If any line item or specific cost of a line item is left blank in either the Proposal or the Specification Attachment Sheet, the City will assume the bidder cannot meet the specifications or the request for that line item and may cause the rejection of the bid.		RC
18.	These are charges in addition to the flat repair cost associated with the trip to the call. All bids must be submitted on the City's form provided. Bidders shall complete the specification column with a price to indicate the cost of the item or the cost to perform the service as specified. If an item is left blank, the City will assume the bidder cannot meet the specifications and may cause rejection of the bid.	RC
A Service Call shall be charged "ONLY" once per event. (i.e. – if a flat is discovered during the 5AM Pre-Trip Inspection, the vendor will ONLY charge the 5AM Service Charge Plus the cost of the Flat as listed above. If in the event multiple flats are discovered the billing will remain the same, a single service call plus the cost of the repair(s).) If the vendor fails to identify a flat during his pre-trip inspection the City will ONLY pay for the service call associated with the Pre-Trip Inspection of the Fleet and will not pay for a Repair Service Call.		RC
19.	All tires must have been produced within the last 12 months prior to delivery	RC
20.	Warranty against defective material, workmanship, and failure to perform in accordance with required performance criteria for the life of the original tread, with the exception of road hazards (side failure shall not void the warranty)	RC
21.	Order, Delivery, Stock, and Pricing	RC
	a. The vendor must be able to deliver up to 16 tires of each size for each order placed.	RC
	b. Tires must be delivered within four hours of order.	RC
	c. Bid price will include all costs including fees for fuel or delivery charge.	RC
	d. There is no minimum or maximum order quantity.	RC
	e. Pricing will be held for the term of the contract.	RC

BRIDGESTONE

Firestone and associated brands

Line Items 11.1-11.4, 12.1-12.3
15.3-15.28, 16.1-16.17

Warranty Manual

Replacement Market Passenger and Light Truck Tires

including



Run-Flat Technology (RFT)



Self-Supporting Tires (SST)



Extended Mobility Tires (EMT)



EN

REPLACEMENT MARKET PASSENGER AND LIGHT TRUCK TIRES

WHAT IS AN ELIGIBLE TIRE

Congratulations! You have just purchased quality tires from an authorized BRIDGESTONE, FIRESTONE, or ASSOCIATED BRANDS tire retailer (referred to in this manual as “DEALER”). This Limited Warranty covers new BRIDGESTONE, FIRESTONE, FUZION, and PRIMEWELL brand passenger and light truck tires. Note that SUREDRIIVE and LEMANS brand limited warranty details are published in a separate limited warranty manual and are not included in this manual. Also note that the DURAVIS R238 and the DURAVIS M705 tire line limited warranty details are published in a separate limited warranty manual and are not included in this manual.

This Limited Warranty only applies to the original purchaser, and is valid if all of the following apply:

- The tire was purchased and primarily used in the continental United States, Alaska, Hawaii, and/or the District of Columbia after December 31, 2023.
- The tire is a size and speed rating equivalent to or greater than that specified by the vehicle manufacturer (exception: coverage applies to properly repaired tires which may have voided the tire’s speed rating).
- The tire has been used only on the passenger or light truck vehicle on which it was originally installed.
- The tire has not been used in commercial service (exception: certain coverage applies to Bridgestone DURAVIS and Firestone TRANSFORCE tires if used in commercial service).
- Some DEALER locations (wholesale clubs, on-line purchases, and the like) may not service your warranty unless you hold a current membership and/or have purchased your tires at their location. Check with your DEALER to see if they have specific warranty processing requirements.
- Some Bridgestone / Firestone brand tires are sold exclusively through select DEALERS. Other DEALER locations may not service your warranty for these tires. Check with your DEALER to see if they have specific warranty processing requirements for your specific Bridgestone / Firestone brand tire.
- The tire is less than 10 (ten) years from the date of tire manufacture.
- The tire must be classified as a passenger and/or light truck tire. Tires classified as “commercial” tires (truck or bus) are not covered through this Limited Warranty and are addressed in the appropriate limited warranty manual for commercial tires. Commercial tires are any tire with the following rim sizes: 17.5-inch, 19.5-inch, 22.5-inch, or 24.5-inch.

- The tire was used and maintained in accordance with all the terms contained within this manual and/or the accompanying Tire Maintenance and Safety manual available at www.bridgestonetire.com/customer-care/tire-warranties.
- **IMPORTANT: By submitting a tire for consideration under this Limited Warranty you are certifying that the tire was not involved in any accident involving personal injury or property damage other than damage to the tire itself, that the tire is free and clear of all liens, and that you save Bridgestone Americas Tire Operations LLC. harmless for any claims or loss resulting from liens on the aforesaid tire.**

WHAT IS WARRANTED and FOR HOW LONG

An eligible tire that becomes unusable for any reason within the manufacturer’s control will be replaced with an equivalent new Bridgestone, Firestone or Associated Brands tire on the basis set forth in this Limited Warranty. Each tire brand has specific warranty coverage and certain conditions that apply; for details, see “Each Brand’s Limited Warranty Coverage.”

WHAT THIS LIMITED WARRANTY DOES NOT COVER

This Limited Warranty does not cover the following:

ROAD HAZARDS/MISAPPLICATION/ABUSE Tire damage or irregular wear due to:

- A. Road hazards**, including, without limitation: Puncture, cut, impact break, stone drill, bruise, bulge, snag, etc.
- B. Improper use or operation**, including, without limitation: Improper inflation pressure, overloading, tire/wheel spinning, use of an improper wheel, tire chain damage, misuse, misapplication, negligence, tire alteration, or for racing or competition purposes.
- C. Insufficient or improper maintenance**, including, without limitation: failure to rotate tires as recommended in this manual, wheel misalignment, worn suspension components, improper tire mounting or demounting, tire/wheel assembly imbalance, or other vehicle conditions, defects, or characteristics.
- D. Contamination or degradation** by petroleum products or other chemicals, fire or other externally generated heat, or water or other material trapped inside the tire during mounting or inflation. Tires with sealant, balance, or other filler material that was not originally applied or inserted by the tire manufacturer. Tires inflated with anything other than air or nitrogen.
- E. Improper repair.** Improper repair voids this Limited Warranty.
- F. For Run-Flat Technology Tires (RFT), Self-Supporting Tires (SST), or Extended Mobility Tires (EMT) only, improper, or low tire pressure operation**, including, without limitation: exceeding speed, distance, or other run-flat/low-pressure operation limitations.

- G. **The installation of tire accessories**, including, without limitation: tire sensors or RFID tags, which may impact the tire performance or damage the tire through mounting, use, or removal.

RAPID TREAD WEAR

- A. **Rapid tread wear**, or wear-out is **not** covered under the Bridgestone Platinum Pact, Firestone Gold Pledge, or Basic Limited Warranty. See the Limited Mileage Warranty section of this manual.
- B. **Original equipment tires on new vehicles have no mileage warranty. (See separate warranty, if applicable, in your vehicle's glove box.) Tires sold as exact original equipment replacements may have a mileage warranty. See the Limited Mileage Warranty section of this manual for details.**
- C. **Tires used in commercial service** have **NO** limited mileage warranty.

RIDE DISTURBANCE

- A. **Due to harsh ride or vibration** after 2/32 inch (1.6 mm) of tread wear use, limited to no more than two (2) tires per vehicle.
- B. **Due to noise** after 2/32 inch (1.6 mm) of tread wear use.
- C. **Due to pulling after** 2/32 inch (1.6 mm) of tread wear use, limited to no more than one (1) tire per vehicle.

IRREGULAR WEAR

- A. **Uneven or unusual wear** patterns, including, without limitation: Shoulder wear, center wear, cupping, or feathering.
- B. **Tires worn more than 2/32-inch** (1.6 mm) difference in remaining tread depth between any two major tread grooves across the tire.

CRACKING

- A. **Weather/ozone cracking after 4 years** from date of tire manufacture, regardless of date of purchase.
- B. **B. Weather/ozone cracking is NOT covered** under the "Free tire replacement period" in the Bridgestone Platinum Pact or the Firestone Gold Pledge. Weather/ozone cracking is covered only as a prorated charge. Note that shallow surface cracking is common among tires and is not considered as a covered condition. See the appropriate Technical Bulletin for more details.
- C. **Cold weather cracking** of non-winter tires by improper storage or use is **NOT** a covered condition. Some vehicles have specific recommendations regarding winter tire use; consult your vehicle owner's manual and tire information placard for more information.

OTHER

- A. **Tires used in commercial service** except Bridgestone

Duravis and Firestone Transforce tires.

- B. **Tires purchased as used.**
- C. **Tires purchased and primarily used** outside the United States.
- D. **The cost** of applicable federal, state, and local taxes.
- E. **Failure to follow any** of the safety and maintenance recommendations or warnings contained in this manual or the accompanying *Tire Maintenance and Safety* manual available at www.bridgestonetire.com/customer-care/tire-warranties.

This Limited Warranty is in addition to and/or may be limited by any other applicable written warranty you may have received concerning special tires or situations. Note that additional exclusions, provisions and owner's obligations may be contained in other sections of this manual.

EACH BRAND'S LIMITED WARRANTY COVERAGE

BRIDGESTONE BRAND LIMITED WARRANTY

Platinum Pact Limited Warranty

The Platinum Pact Limited Warranty covers all eligible Bridgestone brand passenger and light truck tires—except winter, and "temporary use" spare tires. A tire covered by the Platinum Pact Limited Warranty will be replaced with an equivalent new Bridgestone, Firestone, or Associated Bridgestone brand tire at Bridgestone's discretion, either free of charge or for a prorated amount, if the tire becomes unusable for any reason within the manufacturer's control within 5 years from the date of purchase (proof of purchase required) or 6 years from the date of manufacture (without proof of purchase). The Platinum Pact Limited Warranty is subject to the following conditions:

- **The free tire replacement period** extends up to (a) 3 years from the date of purchase—proof of purchase date required or (b) 4 years from the date of tire manufacture without proof of purchase date. During this period, the tire will be replaced free of charge (including mounting and balancing). You may be charged applicable taxes, the cost of valve stems, and disposal fees.
- **Weather/ozone cracking** is **NOT** covered under the "Free tire replacement period" in the Platinum Pact Limited Warranty. Weather/ozone cracking is covered only as a prorated charge.
- **After the free tire replacement period** noted above, coverage extends up to (a) 5 years from the date of purchase—proof of purchase date required or (b) 6 years from the date of tire manufacture without proof of purchase date. During this period, the tire will be replaced but there will be a prorated charge. To determine the replacement price, the percent worn, based on used tread

wear, is multiplied by DEALER'S current selling price for the replacement tire(s). The appropriate taxes, mounting, balancing, the cost of valve stems, disposal fees, and other service charges may still apply.

- **Rapid tread wear or wear-out** is not covered under the Bridgestone Platinum Pact, Firestone Gold Pledge, or basic Limited Warranty. See the Limited Mileage Warranty section of this manual.
- **The tire must not be worn to 2/32 inch (1.6 mm)** or less remaining original tread depth (i.e. worn down to the top of the built-in indicators in the tread grooves).
- **Exclusions apply**—as identified in the section “What This Limited Warranty Does Not Cover.”

Winter and “Temporary Use” Spare Tires

An eligible Bridgestone brand winter or “temporary use” spare tire will be replaced with an equivalent new Bridgestone, Firestone, or associated Bridgestone brand tire at Bridgestone's discretion for a prorated purchase price if the tire becomes unusable for any reason within the manufacturer's control under the following conditions:

- **There is no free replacement period**
- **Coverage** extends up to 5 years from the date of purchase—proof of purchase date required. Without proof of purchase date, then 6 years from the date of tire manufacture. During this period, the tire will be replaced for a prorated amount. To determine the replacement price, the percent of used tread wear is multiplied by DEALER'S current selling price for the replacement tire(s). The appropriate taxes, mounting, balancing, the cost of valve stems, disposal fees, and other service charges may still apply.
- **Rapid tread wear or wear-out.** Winter and “temporary use” spare tires have no mileage warranty.
- **The tire must not be worn to 2/32 inch (1.6 mm)** or less remaining original tread depth (i.e. worn down to the top of the built-in indicators in the tread grooves).
- **Exclusions apply**—as identified in the section “What This Limited Warranty Does Not Cover.”

90 Day Buy & Try Guarantee

Most Bridgestone brand passenger and light truck tires, sold in sets of 4 or more tires through a DEALER, are covered by the 90 Day Buy & Try Guarantee. The following tire lines are **NOT** eligible for the 90 Day Buy & Try Guarantee:

Run-Flat Technology Tires (RFT) including Self-Supporting Tires (SST) and Extended Mobility Tires (EMT). Note that the DriveGuard, DriveGuard Plus, Potenza RE960AS RFT and Turanza EL400 RFT patterns **ARE** covered by the 90 Day Buy & Try Guarantee.

Potenza RE-11, Potenza RE-11A, Potenza RE-11R, Potenza

RE71R, Potenza RE-71RS, Potenza Race

Pursuit tires

Tires installed as original equipment tires on new vehicles

Winter tires or “temporary use” spare tires

Tires in commercial truck tire sizes (17.5-inch, 19.5-inch, 22.5-inch, or 24.5-inch rim diameter)

Tires in flotation tire sizes

If a retail customer is not completely satisfied with their eligible Bridgestone brand tires, the tires can be returned to the location where they were originally purchased within 90 days of purchase to exchange for a credit towards a new set of Bridgestone or Firestone brand tires. Original proof of purchase is required. If the exchange for the new set of tires is a higher cost, you must pay the difference from original purchase price. If the exchange for the new set of tires is at a lower cost, you will receive a refund of the difference in cost.

The 90 Day Buy & Try Guarantee applies only to full sets of tires (4 or more tires purchased together); return of less than a full set of tires will not be accepted. Bridgestone brand tires applied as original equipment on new vehicles are not covered by the 90 Day Buy & Try Guarantee.

Additional exclusions apply, as identified in the section

“What This Limited Warranty Does Not Cover”: including, but not limited to, tires worn beyond 2/32 of tread wear use, or tires damaged due to road hazards, misapplication or abuse. The 90 Day Buy & Try is limited to one set of tires per vehicle within any 12-month period.

FIRESTONE BRAND LIMITED WARRANTY

Gold Pledge Limited Warranty

The Gold Pledge Limited Warranty covers all eligible Firestone brand passenger and light truck tires—except winter and “temporary use” spare tires. The Gold Pledge Limited Warranty covers all eligible Firestone brand passenger and light truck tires—except winter, and “temporary use” spare tires. A tire covered by the Gold Pledge Limited Warranty will be replaced with an equivalent new Bridgestone, Firestone, or Associated Bridgestone brand tire at Bridgestone's discretion, either free of charge or for a prorated amount, if the tire becomes unusable for any reason within the manufacturer's control within 5 years from the date of purchase (proof of purchase required) or 6 years from the date of manufacture (without proof of purchase). The Gold Pledge Limited Warranty is subject to the following conditions:

- **The free tire replacement period** extends up to (a) 3 years from the date of purchase—proof of purchase date required or (b) 4 years from the date of tire manufacture without proof of purchase date. During this period, the tire

will be replaced free of charge (including mounting and balancing). You may be charged applicable taxes, the cost of valve stems, and disposal fees.

- **Weather/ozone cracking** is **NOT** covered under the “Free tire replacement period” in the Gold Pledge Limited Warranty. Weather/ozone cracking is covered only as a prorated charge.
- **After the free tire replacement period** noted above, coverage extends up to (a) 5 years from the date of purchase—proof of purchase date required or (b) 6 years from the date of tire manufacture without proof of purchase date. During this period, the tire will be replaced but there will be a prorated charge. To determine the replacement price, the percent worn, based on used tread wear, is multiplied by DEALER’S current selling price for the replacement tire(s). The appropriate taxes, mounting, balancing, the cost of valve stems, disposal fees, and other service charges may still apply.
- **Rapid tread wear or wear-out** is not covered under the Bridgestone Platinum Pact, Firestone Gold Pledge, or Basic Limited Warranty. See the Limited Mileage Warranty section of this manual.

Winter and “Temporary Use” Spare Tires

An eligible Firestone brand winter or “temporary use” spare tire will be replaced with an equivalent new Bridgestone, Firestone, or associated Bridgestone brand tire at Bridgestone’s discretion for a prorated purchase price if the tire becomes unusable for any reason within the manufacturer’s control under the following conditions:

- **There is no free replacement period.**
- **Coverage** extends up to 5 years from the date of purchase—proof of purchase date required. Without proof of purchase date, then 6 years from the date of tire manufacture. During this period, the tire will be replaced for a prorated amount. To determine the replacement price, the percent of used tread wear is multiplied by DEALER’S current selling price for the replacement tire(s). The appropriate taxes, mounting, balancing, the cost of valve stems, disposal fees, and other service charges may still apply.
- **Rapid tread wear or wear-out.** Winter and “temporary use” spare tires have no mileage warranty.
- **The tire must not be worn to 2/32 inch (1.6 mm)** or less remaining original tread depth (i.e. worn down to the top of the built-in indicators in the tread grooves).
- **Exclusions apply**—as identified in the section “What This Limited Warranty Does Not Cover.”

90 Day Buy & Try Guarantee

Most Firestone brand passenger and light truck tires, sold in sets of 4 or more tires through a DEALER, are covered by the

90 Day Buy & Try Guarantee. The following tire lines are **NOT** eligible for the 90 Day Buy & Try Guarantee:

Run-Flat Technology Tires (RFT) including Self-Supporting Tires (SST) and Extended Mobility Tires (EMT).

Pursuit tires

Tires installed as original equipment tires on new vehicles

Winter tires or “temporary use” spare tires

Tires in commercial truck tire sizes (17.5-inch, 19.5-inch, 22.5-inch, or 24.5-inch rim diameter)

Tires in flotation tire sizes

If a retail customer is not completely satisfied with their eligible Firestone brand tires, the tires can be returned to the location where they were originally purchased within 90 days of purchase to exchange for a credit towards a new set of Bridgestone or Firestone brand tires. Original proof of purchase is required. If the exchange for the new set of tires is a higher cost, you must pay the difference from original purchase price. If the exchange for the new set of tires is at a lower cost, you will receive a refund of the difference in cost.

The 90 Day Buy & Try Guarantee applies only to full sets of tires (4 or more tires purchased together); return of less than a full set of tires will not be accepted. Firestone brand tires applied as original equipment on new vehicles are not covered by the 90 Day Buy & Try Guarantee.

Additional exclusions apply, as identified in the section

“What This Limited Warranty Does Not Cover”: including, but not limited to, tires worn beyond 2/32 of tread wear use, or tires damaged due to road hazards, misapplication or abuse. The 90 Day Buy & Try is limited to one set of tires per vehicle within any 12-month period.

FUZION BRAND LIMITED WARRANTY

The Fuzion Brand Limited Warranty covers all eligible Fuzion brand passenger and light truck tires. A tire covered by the Limited Warranty will be replaced with an equivalent new Fuzion brand tire, either free of charge or for a prorated amount, if the tire becomes unusable for any reason within the manufacturer’s control within 5 years from the date of purchase (proof of purchase required) or 6 years from the date of manufacture (without proof of purchase). If a Fuzion brand tire is unavailable, any equivalent (or better) Bridgestone, Firestone or associated Bridgestone brand tire may be substituted at Bridgestone’s discretion. The Limited Warranty is subject to the following conditions:

- **The free tire replacement period** extends up to (a) 3 years from the date of purchase—proof of purchase date required or (b) the first 50% of the usable tread life of the tire whichever occurs first. During this period, the tire will be replaced free of charge (including mounting and

balancing). You may be charged applicable taxes, the cost of valve stems, and disposal fees.

- **Weather/ozone cracking** is **NOT** covered under the “Free tire replacement period” in the Limited Warranty. Weather/ozone cracking is covered only as a prorated charge.
- **After the free tire replacement period** noted above, coverage extends up to (a) 5 years from the date of purchase—proof of purchase date required or (b) 6 years from the date of tire manufacture without proof of purchase date. During this period, the tire will be replaced but there will be a prorated charge. To determine the replacement price, the percent worn, based on used tread wear, is multiplied by DEALER’S current selling price for the replacement tire(s). The appropriate taxes, mounting, balancing, the cost of valve stems, disposal fees, and other service charges may still apply.
- **Rapid tread wear or wear-out** is not covered under the Fuzion Limited Warranty. See the Limited Mileage Warranty section of this manual.
- **The tire must not be worn to 2/32 inch (1.6mm)** or less of the remaining original tread depth (i.e. worn down to the top of the built-in indicators in the tread grooves) for this Fuzion Brand Limited Warranty to apply.
- **Exclusions apply**—as identified in the section “What This Limited Warranty Does Not Cover.”

PRIMEWELL BRAND LIMITED WARRANTY

Bridgestone offers a Primewell Brand Limited Warranty **ONLY** on Primewell brand tires with a manufacturing date prior to 01/01/2022 (DOT date code 0122). The date of manufacture can be found on the sidewall of the tire, within the Tire Identification Number. See a separate publication titled the “Tire Maintenance and Safety Manual” for information on how to read the Tire Identification Number to determine the date of manufacture.

The Primewell Limited Warranty covers all eligible Primewell brand passenger and light truck tires. A tire covered by the Limited Warranty will be replaced with an equivalent new Primewell brand tire, either free of charge or for a prorated amount, if the tire becomes unusable for any reason within the manufacturer’s control within 4 years from the date of purchase (proof of purchase required) or 5 years from the date of manufacture (without proof of purchase). If a Primewell brand tire is unavailable, any equivalent (or better) Bridgestone, Firestone or associated Bridgestone brand tire may be substituted at Bridgestone’s discretion. The Limited Warranty is subject to the following conditions:

- **There is no free replacement period.**
- **During the coverage period**, the tire will be replaced but there will be a prorated charge. To determine the replacement price, the percent worn, based on used tread

wear, is multiplied by DEALER’S current selling price for the replacement tire(s). The appropriate taxes, mounting, balancing, the cost of valve stems, disposal fees, and other service charges may still apply.

- **Rapid tread wear or wear-out** is not covered under the Primewell Limited Warranty. See the Limited Mileage Warranty section of this manual.
- **The tire must not be worn to 2/32 inch (1.6 mm)** or less remaining original tread depth (i.e. worn down to the top of the built-in indicators in the tread grooves).
- **Exclusions apply**—as identified in the section “What This Limited Warranty Does Not Cover.”
- **ONLY** tires with a manufacturing date prior to 01/01/2022 (DOT date code 0122) will be covered under this Limited Warranty.

LIMITED MILEAGE WARRANTY

(Bridgestone, Firestone, Fuzion and Primewell brands)

If an eligible tire covered by the Limited Mileage Warranty wears evenly across the tread down to the tread wear indicators—2/32 inch (1.6 mm)—during its stated warranted mileage (as evidenced by the vehicle’s odometer) and within the applicable coverage period, the tire will be replaced with an equivalent new Bridgestone, Firestone, or Associated Bridgestone Brands tire at Bridgestone’s discretion for a prorated purchase price under the following conditions:

- **There is no free replacement period.**
- Only the passenger and light truck tires listed in this section are covered by the Limited Mileage Warranty for the mileage shown.
- The tire was used and maintained in accordance with all the terms contained within this manual and/or the accompanying Tire Maintenance and Safety manual available at www.bridgestonetire.com/customer-care/tire-warranties.
- In addition to the requirements of this section, the eligibility requirements in the section “What is an Eligible Tire” must be met for the tire to be eligible under the Limited Mileage Warranty.
- Coverage applies only to the original purchaser, and only as long as the tires remain mounted on the vehicle described in the Customer, Vehicle, and Tire Identification Section of this manual.
- Coverage extends up to 5 years from the date of purchase (4 years for Primewell)—proof of purchase date required. During this period, the tire will be replaced for a prorated amount. Without proof of purchase date, then 6 years from the date of tire manufacture (5 years for Primewell).
- To determine the replacement price, the percent of

warranted mileage, based on used tread wear, is multiplied by DEALER'S current selling price for the replacement tire(s). The appropriate taxes, mounting, balancing, the cost of valve stems, disposal fees, and other service charges may still apply.

- Tires used in commercial service have no mileage warranty.
- **Original equipment tires on new vehicles have no mileage warranty. (See separate warranty, if applicable, in your vehicle's glove box.) Tires sold as exact original equipment replacements may have a mileage warranty. See the Limited Mileage Warranty section of this manual for details.**
- Tires installed on one (1), two (2), or three (3) wheel vehicles have no mileage warranty.
- Exclusions apply—as identified in the section “What This Limited Warranty Does Not Cover.”
- Even tread wear is defined as having no more than 2/32-inch (1.6 mm) difference in remaining tread depth between any two major tread grooves across the tire.
- For tires used on staggered fitments (vehicles with different size tires between the front and rear); the front tires will have the full limited mileage warranty (if available) and the rear tires will have one-half of the stated limited mileage warranty (if available).
- Tires with more than 4/32 inch (3.2 mm) remaining tread depth will not be accepted for Limited Mileage Warranty.

CALCULATING THE PERCENT OF WARRANTED MILEAGE

Tires with 2/32 inch (1.6 mm) remaining tread depth:

A tire worn to 2/32 inch (1.6 mm) will use the following procedure to calculate the percent of warranted mileage:

1. **Calculate Total Miles.** Total Miles = Odometer indicated mileage at time of removal – Odometer indicated Mileage when tires installed.
2. **Calculate Percentage Warranted Miles.** Percentage Warranted Miles = Total Miles/Warranted Miles (from tables in this manual).
3. **Calculate Replacement Price.** Replacement Price = Percentage Warranted Miles x DEALER'S current sell price. NOTE: This represents the price the DEALER will charge to replace the tire (The appropriate taxes, mounting, balancing, the cost of valve stems, disposal fees, and other service charges may still apply).

Example: Odometer indicated mileage at time of removal = 130,000 miles. Odometer indicated mileage when tires installed = 85,000 miles. DEALER sells the tire for \$100. Tires installed are Bridgestone Ecopia 422.

1. Total Miles = 130,000 Miles – 85,000 Miles = 45,000 Miles

2. Percentage Warranted Miles = 45,000 Miles / 65,000 Miles = 0.69 or 69%.
3. Replacement Price = \$100 x 0.69 = \$69.

Tires with 3/32 inch (2.4 mm) remaining tread depth:

A tire worn to 3/32 inch (2.4 mm) will use the following procedure to calculate the percent of warranted mileage:

1. **Calculate Total Miles.** Total Miles = Odometer indicated mileage at time of removal – Odometer indicated mileage when tires installed.
2. **Calculate Miles per 32nd.** Miles per 32nd = Total Miles / (Original Tread Depth – Remaining Tread Depth).
3. **Calculate Projected Mileage.** Projected Mileage = Total Miles + Miles per 32nd.
4. **Calculate Percentage Warranted Miles.** Percentage Warranted Miles = Projected Miles / Warranted Miles (from tables in this manual).
5. **Calculate Replacement Price.** Replacement Price = Percentage Warranted Miles x DEALER'S current sell price. NOTE: This represents the price the DEALER will charge to replace the tire (The appropriate taxes, mounting, balancing, the cost of valve stems, disposal fees, and other service charges may still apply).

Example: Odometer indicated mileage at time of removal = 130,000 miles. Odometer indicated mileage when tires installed = 85,000 miles. DEALER sells tire for \$100. Tires installed are Bridgestone Ecopia 422.

1. Total Miles = 130,000 miles – 85,000 miles = 45,000 miles
2. Miles per 32nd = 45,000 Miles / (10/32-3/32) = 6,429 Miles.
3. Projected Miles = 45,000 Miles + 6,429 Miles = 51,429 Miles.
4. Percentage Warranted Miles = 51,429 Miles / 65,000 Miles = 0.79 or 79%.
5. Replacement Price = \$100 x 0.79 = \$79.

Tires with 4/32 inch (3.2 mm) remaining tread depth:

A tire worn to 4/32 inch (3.2 mm) will use the following procedure to calculate the percent of warranted mileage:

1. **Calculate Total Miles.** Total Miles = Odometer indicated mileage at time of removal – Odometer indicated mileage when tires installed.
2. **Calculate Miles per 32nd.** Miles per 32nd = Total Miles / (Original Tread Depth – Remaining Tread Depth).
3. **Calculate Projected Mileage.** Projected Mileage = Total Miles + (2 x Miles per 32nd).
4. **Calculate Percentage Warranted Miles.** Percentage Warranted Miles = Projected Miles /Warranted Miles (from tables in this manual).

5. **Calculate Replacement Price.** Replacement Price = Percentage Warranted Miles x DEALER'S current sell price. NOTE: This represents the price the DEALER will charge to replace the tire (The appropriate taxes, mounting, balancing, the cost of valve stems, disposal fees, and other service charges may still apply).

Example: Odometer indicated mileage at time of removal = 130,000 miles. Odometer indicated mileage when tires installed = 85,000 miles. DEALER sells tire for \$100. Tires installed are Bridgestone Ecopia 422.

1. Total Miles = 130,000 miles – 85,000 miles = 45,000 miles
2. Miles per 32nd = 45,000 Miles / (10/32-4/32) = 7,500 Miles.
3. Projected Miles = 45,000 Miles + (2 x 7,500 Miles) = 60,000 Miles.
4. Percentage Warranted Miles = 60,000 Miles / 65,000 Miles = 0.92 or 92%.
5. Replacement Price = \$100 x 0.92 = \$92.

COVERED TIRES AND WARRANTED MILEAGE FOR LIMITED MILEAGE WARRANTY:

BRIDGESTONE BRAND

The following tables contain the warranted mileage, if any, for Bridgestone band tires sold as replacement tires. Tires sold as original equipment on new vehicles or their exact original equipment replacements do not have any warranted mileage unless explicitly shown in the flowing tables.

Alenza A/S 02

0 miles (Zero) – Exceptions and Exact OE Equipment Replacements are noted below:

Description	Article No	Size	Speed	Miles
Alenza A/S 02	9160	225/65R17	H	65,000
Alenza A/S 02	9159	255/65R18	T	65,000
Alenza A/S 02	8922	275/50R22	H	65,000
Alenza A/S 02	7157	275/50R22	T	65,000
Alenza A/S 02	5510	275/60R20	S	65,000
Alenza A/S 02	12268	275/60R20	S	55,000

Alenza A/S 02 RFT

0 miles (Zero) – Exceptions and Exact OE Equipment Replacements are noted below:

Description	Article No	Size	Speed	Miles
Alenza A/S 02 RFT	12165	235/60R18	H	40,000
Alenza A/S 02 RFT	12166	235/50R20	V	40,000

Alenza A/S Ultra

80,000 miles – Exceptions and Exact OE Equipment Replacements are noted below:

Description	Article No	Size	Speed	Miles
None				

Alenza Sport A/S

0 miles (Zero) – Exceptions and Exact OE Equipment Replacements are noted below:

Description	Article No	Size	Speed	Miles
Alenza Sport A/S	8494	235/50R21	V	40,000
Alenza Sport A/S	14875	235/50R21	V	40,000
Alenza Sport A/S	9619	235/55R19	V	40,000
Alenza Sport A/S	12429	235/55R19	V	40,000
Alenza Sport A/S	3618	235/55R20	V	40,000
Alenza Sport A/S	12427	235/60R18	H	40,000
Alenza Sport A/S	14874	235/60R19	V	40,000
Alenza Sport A/S	9618	235/65R17	H	40,000
Alenza Sport A/S	3211	235/65R18	V	40,000
Alenza Sport A/S	15057	255/45R22	W	40,000
Alenza Sport A/S	4433	255/50R20	H	40,000
Alenza Sport A/S	9620	255/50R20	H	40,000
Alenza Sport A/S	15056	255/50R20	V	40,000
Alenza Sport A/S	9022	255/55R19	H	40,000
Alenza Sport A/S	12441	265/45R21	T	40,000
Alenza Sport A/S	4023	285/45R21	H	40,000

Alenza Sport A/S MOE

0 miles (Zero) – Exceptions and Exact OE Equipment Replacements are noted below:

Description	Article No	Size	Speed	Miles
Alenza Sport A/S MOE	8604	255/50R19	H	40,000
Alenza Sport A/S MOE	8605	275/50R20	H	40,000
Alenza Sport A/S MOE	8606	275/55R19	H	40,000

Alenza Sport A/S RFT

0 miles (Zero) – Exceptions and Exact OE Equipment Replacements are noted below:

Description	Article No	Size	Speed	Miles
Alenza Sport A/S RFT	4025	265/50R19	H	40,000
Alenza Sport A/S RFT	4027	275/45R20	H	40,000
Alenza Sport A/S RFT	4029	275/50R20	H	0 (Zero)
Alenza Sport A/S RFT	4031	285/45R21	H	40,000

Alenza Sport A/S SP

0 miles (Zero) – Exceptions and Exact OE Equipment
Replacements are noted below:

Description	Article No	Size	Speed	Miles
Alenza Sport A/S SP	15424	255/45R20	V	40,000
Alenza Sport A/S SP	13860	235/55R19	V	40,000
Alenza Sport A/S SP	13861	255/45R20	V	50,000

DriveGuard (T, H, and V Speed Rating)

60,000 miles – Exceptions and Exact OE Equipment
Replacements are noted below:

Description	Article No	Size	Speed	Miles
None				

DriveGuard (W Speed Rating)

50,000 miles – Exceptions and Exact OE Equipment
Replacements are noted below:

Description	Article No	Size	Speed	Miles
None				

DriveGuard Plus

65,000 miles – Exceptions and Exact OE Equipment
Replacements are noted below:

Description	Article No	Size	Speed	Miles
None				

Dueler A/T Revo 2

50,000 miles – Exceptions and Exact OE Equipment
Replacements are noted below:

Description	Article No	Size	Speed	Miles
Dueler A/T Revo 2	Multiple	All LT and Flotation	Multiple	0 (Zero)
Dueler A/T Revo 2	81405	P245/75R16	T	50,000

Dueler A/T Revo 3

60,000 miles – Exceptions and Exact OE Equipment
Replacements are noted below:

Description	Article No	Size	Speed	Miles
Dueler A/T Revo 3	Multiple	All LT and Flotation	Multiple	50,000
Dueler A/T Revo 3	12259	P265/65R18	T	60,000
Dueler A/T Revo 3	50	P265/65R18	T	60,000

Dueler A/T RH-S

0 miles (Zero) – Exceptions and Exact OE Equipment
Replacements are noted below:

Description	Article No	Size	Speed	Miles
Dueler A/T RH-S	3349	245/75R17	T	40,000
Dueler A/T RH-S	7159	255/65R17	T	40,000

Dueler A/T RH-S	865	255/70R18	T	40,000
Dueler A/T RH-S	9901	255/70R18	T	40,000
Dueler A/T RH-S	9899	255/75R17	T	40,000
Dueler A/T RH-S	5493	275/60R20	S	40,000
Dueler A/T RH-S	12449	LT275/70R18	R	40,000
Dueler A/T RH-S	12451	LT275/65R20	R	40,000
Dueler A/T RH-S	2993	P265/70R17	S	40,000

Dueler H/L 400

0 miles (Zero) – Exceptions and Exact OE Equipment
Replacements are noted below:

Description	Article No	Size	Speed	Miles
Dueler H/L 400	9161	265/50R20	T	50,000
Dueler H/L 400	632	P225/55R18	H	40,000
Dueler H/L 400	118312	P265/45R21	V	40,000

Dueler H/L Alenza

65,000 miles – Exceptions and Exact OE Equipment
Replacements are noted below:

Description	Article No	Size	Speed	Miles
Dueler H/L Alenza	133986	275/55R20	H	65,000
Dueler H/L Alenza	98490	255/55R18	W	40,000
Dueler H/L Alenza	98745	275/40R20	W	40,000
Dueler H/L Alenza	12113	275/55R20	H	40,000
Dueler H/L Alenza	863	275/55R20	T	40,000
Dueler H/L Alenza	862	275/55R20	T	40,000
Dueler H/L Alenza	96212	305/40R22	W	40,000
Dueler H/L Alenza	7156	P255/55R20	H	65,000
Dueler H/L Alenza	127390	P255/55R20	H	65,000
Dueler H/L Alenza	238	P275/55R20	S	65,000
Dueler H/L Alenza	58574	P275/55R20	H	65,000
Dueler H/L Alenza	53967	P275/55R20	S	65,000
Dueler H/L Alenza	42798	P275/60R20	H	65,000
Dueler H/L Alenza	53984	P285/45R22	H	65,000
Dueler H/L Alenza	23716	P285/45R22	H	65,000
Dueler H/L Alenza	238	P275/55R20	S	65,000
Dueler H/L Alenza	3491	255/65R18	T	0 (Zero)
Dueler H/L Alenza	3012	P275/65R20	H	0 (Zero)

Dueler H/L Alenza Plus

80,000 miles – Exceptions and Exact OE Equipment
Replacements are noted below:

Description	Article No	Size	Speed	Miles
Dueler H/L Alenza Plus	4083	P235/50R19	H	80,000
Dueler H/L Alenza Plus	438	P245/70R17	T	80,000
Dueler H/L Alenza Plus	459	255/50R19	W	55,000

Dueler H/L Alenza Plus	3859	255/55R18	W	55,000
Dueler H/L Alenza Plus	5402	275/45R21	W	55,000

Dueler H/L 422 Ecopia

65,000 miles – Exceptions and Exact OE Equipment
Replacements are noted below:

Description	Article No	Size	Speed	Miles
Dueler H/L 422 Ecopia	6509	245/55R19	T	70,000
Dueler H/L 422 Ecopia	23529	P245/55R19	T	0 (Zero)
Dueler H/L 422 Ecopia	579	P245/60R18	T	0 (Zero)
Dueler H/L 422 Ecopia	6508	P245/60R18	T	50,000

Dueler H/P 92A

0 miles (Zero) – Exceptions and Exact OE Equipment
Replacements are noted below:

Description	Article No	Size	Speed	Miles
Dueler H/P 92A	126812	P265/50R20	V	40,000
Dueler H/P 92A	127356	P265/60R18	V	40,000

Dueler H/P Sport AS

40,000 miles – Exceptions and Exact OE Equipment
Replacements are noted below:

Description	Article No	Size	Speed	Miles
Dueler H/P Sport AS	12421	225/60R18	H	40,000
Dueler H/P Sport AS	235	225/60R18	H	40,000
Dueler H/P Sport AS	234	225/65R17	H	40,000
Dueler H/P Sport AS	142367	225/65R17	T	40,000
Dueler H/P Sport AS	4440	235/55R20	H	40,000
Dueler H/P Sport AS	749	235/55R20	H	40,000
Dueler H/P Sport AS	13456	235/60R18	W	0 (Zero)
Dueler H/P Sport AS	4747	245/50R19	H	40,000
Dueler H/P Sport AS	200	245/60R18	H	40,000
Dueler H/P Sport AS	3500	245/60R18	H	0 (Zero)
Dueler H/P Sport AS	1461	245/60R18	V	40,000

Dueler H/P Sport AS RFT

0 miles (Zero) – Exceptions and Exact OE Equipment
Replacements are noted below:

Description	Article No	Size	Speed	Miles
Dueler H/P Sport AS RFT	4743	225/60R18	H	40,000
Dueler H/P Sport AS RFT	4748	245/50R19	H	40,000

Dueler H/T (D684II)

60,000 miles – Exceptions and Exact OE Equipment
Replacements are noted below:

Description	Article No	Size	Speed	Miles
Dueler H/T (D684II)	106216	P215/70R16	S	60,000

Dueler H/T (D684II)	58438	P235/60R18	H	60,000
Dueler H/T (D684II)	106267	P235/65R16	S	60,000
Dueler H/T (D684II)	60954	P235/65R16	S	60,000
Dueler H/T (D684II)	2959	P255/70R17	S	50,000
Dueler H/T (D684II)	4639	P255/70R17	S	0 (Zero)
Dueler H/T (D684II)	55106	P255/70R18	T	60,000
Dueler H/T (D684II)	4945	P255/70R18	T	50,000
Dueler H/T (D684II)	30456	P265/65R17	S	60,000
Dueler H/T (D684II)	149779	P275/60R20	H	60,000
Dueler H/T (D684II)	43614	P265/65R18	S	60,000
Dueler H/T (D684II)	126591	P275/65R18	T	60,000
Dueler H/T (D684II)	55089	P275/65R18	T	60,000

Dueler H/T 685

50,000 miles – Exceptions and Exact OE Equipment
Replacements are noted below:

Description	Article No	Size	Speed	Miles
Dueler H/T 685	3348	245/75R17	T	50,000
Dueler H/T 685	7160	255/65R17	T	50,000
Dueler H/T 685	11786	255/70R16	T	50,000
Dueler H/T 685	3492	255/70R18	T	50,000
Dueler H/T 685	3217	265/50R22	H	50,000
Dueler H/T 685	7167	265/60R18	T	50,000
Dueler H/T 685	7168	255/70R16	T	0 (Zero)
Dueler H/T 685	3216	265/60R20	H	50,000
Dueler H/T 685	3215	265/70R18	T	50,000
Dueler H/T 685	3794	275/65R18	T	50,000
Dueler H/T 685	12701	275/65R18	T	50,000
Dueler H/T 685	3485	P255/70R17	S	0 (Zero)

Dueler H/T 689

0 miles (Zero) – Exceptions and Exact OE Equipment
Replacements are noted below:

Description	Article No	Size	Speed	Miles
Dueler H/T 689	32020	265/70R16	S	60,000
Dueler H/T 689	57826	P215/65R16	H	60,000
Dueler H/T 689	92827	P245/65R17	S	60,000
Dueler H/T 689	621	P245/70R16	S	60,000
Dueler H/T 689	76546	P245/70R16	S	60,000
Dueler H/T 689	76554	P255/65R16	S	60,000
Dueler H/T 689	77690	P255/70R16	S	60,000
Dueler H/T 689	92061	P255/70R16	S	60,000

Dueler H/T 840

0 miles (Zero) – Exceptions and Exact OE Equipment
Replacements are noted below:

Description	Article No	Size	Speed	Miles
Dueler H/T 840	72599	P265/60R18	H	50,000

Ecopia EP422

65,000 miles – Exceptions and Exact OE Equipment
Replacements are noted below:

Description	Article No	Size	Speed	Miles
Ecopia EP422	24957	P185/65R15	H	50,000
Ecopia EP422	3346	215/55R17	H	0 (Zero)
Ecopia EP422	214	215/55R17	H	0 (Zero)
Ecopia EP422	215	235/45R18	V	0 (Zero)
Ecopia EP422	3347	235/45R18	V	0 (Zero)
Ecopia EP422	24583	P185/60R15	T	0 (Zero)
Ecopia EP422	24974	P195/55R16	V	0 (Zero)
Ecopia EP422	4285	P205/55R16	H	0 (Zero)
Ecopia EP422	8678	P205/55R16	H	0 (Zero)
Ecopia EP422	21625	P205/55R16	H	0 (Zero)
Ecopia EP422	1490	P225/65R17	T	0 (Zero)

Ecopia EP422 Plus

70,000 miles – Exceptions and Exact OE Equipment
Replacements are noted below:

Description	Article No	Size	Speed	Miles
Ecopia EP422 Plus	1667	195/65R15	H	50,000
Ecopia EP422 Plus	3193	195/65R15	H	50,000
Ecopia EP422 Plus	7237	205/55R17	H	70,000
Ecopia EP422 Plus	7223	205/60R16	H	70,000
Ecopia EP422 Plus	219	215/55R17	V	70,000
Ecopia EP422 Plus	1863	P205/60R16	H	70,000
Ecopia EP422 Plus	7224	225/45R18	H	0 (Zero)

Ecopia H/L 422 Plus

70,000 miles – Exceptions and Exact OE Equipment
Replacements are noted below:

Description	Article No	Size	Speed	Miles
Ecopia H/L 422 Plus	11878	215/65R17	H	40,000
Ecopia H/L 422 Plus	7236	215/65R17	H	70,000
Ecopia H/L 422 Plus	4492	225/55R19	H	50,000
Ecopia H/L 422 Plus	7151	225/55R19	H	50,000
Ecopia H/L 422 Plus	12482	225/55R19	V	70,000
Ecopia H/L 422 Plus	9534	225/60R17	H	0 (Zero)
Ecopia H/L 422 Plus	3259	225/65R17	H	0 (Zero)
Ecopia H/L 422 Plus	985	225/65R17	H	50,000
Ecopia H/L 422 Plus	1208	235/55R18	H	70,000

Ecopia H/L 422 Plus	7235	235/55R18	H	70,000
Ecopia H/L 422 Plus	11879	235/55R18	H	70,000
Ecopia H/L 422 Plus	227	235/55R20	V	70,000
Ecopia H/L 422 Plus	888	235/65R17	H	70,000
Ecopia H/L 422 Plus	889	235/60R18	H	50,000
Ecopia H/L 422 Plus	4620	235/65R18	V	70,000
Ecopia H/L 422 Plus	13621	255/45R20	W	50,000
Ecopia H/L 422 Plus	864	265/50R20	T	70,000
Ecopia H/L 422 Plus	9139	P225/55R18	H	50,000
Ecopia H/L 422 Plus	13620	P255/45R20	W	50,000
Ecopia H/L 422 Plus	8789	P255/50R20	V	40,000

Ecopia H/L 422 Plus SP

0 miles (Zero) – Exceptions and Exact OE Equipment
Replacements are noted below:

Description	Article No	Size	Speed	Miles
Ecopia H/L 422 Plus SP	11819	225/45R19	W	50,000

Ecopia H/L 422 Plus RFT

0 miles (Zero) – Exceptions and Exact OE Equipment
Replacements are noted below:

Description	Article No	Size	Speed	Miles
Ecopia H/L 422 Plus RFT	8814	P235/55RF19	V	50,000
Ecopia H/L 422 Plus RFT	7216	P235/55RF19	V	50,000
Ecopia H/L 422 Plus SP RFT	7219	P255/45RF20	V	50,000
Ecopia H/L 422 Plus RFT	8815	P255/45RF20	V	50,000

Potenza RE92

0 miles (Zero) – Exceptions and Exact OE Equipment
Replacements are noted below:

Description	Article No	Size	Speed	Miles
Potenza RE92	119474	P165/65R13	S	40,000
Potenza RE92	87939	P165/65R14	S	40,000
Potenza RE92	77257	P175/65R14	S	40,000
Potenza RE92	85022	P175/65R14	S	40,000
Potenza RE92	119261	P185/60R14	H	40,000
Potenza RE92	77274	P185/60R15	T	40,000
Potenza RE92	119318	P185/65R14	S	40,000
Potenza RE92	17706	P195/60R15	H	40,000
Potenza RE92	72419	P195/60R15	H	40,000
Potenza RE92	74764	P205/60R15	H	40,000
Potenza RE92	57010	P205/60R15	H	40,000
Potenza RE92	96849	P205/65R15	T	40,000
Potenza RE92	108278	P225/60R16	H	40,000
Potenza RE92	100595	P225/60R16	H	40,000

Potenza RE97AS (V and H Speed Rated)

55,000 miles – Exceptions and Exact OE Equipment
Replacements are noted below:

Description	Article No	Size	Speed	Miles
Potenza RE97AS	3195	225/40R18	H	55,000
Potenza RE97AS	13856	225/50R18	H	55,000
Potenza RE97AS	24889	235/45R18	H	40,000
Potenza RE97AS	894	235/45R18	V	55,000
Potenza RE97AS	3995	235/50R18	W	0 (Zero)
Potenza RE97AS	168	245/40R20	H	0 (Zero)
Potenza RE97AS	3829	P245/40R20	V	0 (Zero)
Potenza RE97AS	143608	P245/40R20	V	0 (Zero)
Potenza RE97AS	4640	P245/40R20	V	55,000
Potenza RE97AS	5839	P245/40R20	V	40,000
Potenza RE97AS	8999	P255/35R20	V	0 (Zero)
Potenza RE97AS	425	245/40R20	V	40,000

Potenza RE97AS (W Speed Rated)

45,000 miles – Exceptions and Exact OE Equipment
Replacements are noted below:

Description	Article No	Size	Speed	Miles
Potenza RE97AS	11323	225/45R18	W	45,000
Potenza RE97AS	3995	235/50R18	W	0 (Zero)

Potenza RE97AS SP

0 miles (Zero) – Exceptions and Exact OE Equipment
Replacements are noted below:

Description	Article No	Size	Speed	Miles
Potenza RE97AS SP	9990	P255/35R20	V	40,000

Potenza RE97AS RFT

0 miles (Zero) – Exceptions and Exact OE Equipment
Replacements are noted below:

Description	Article No	Size	Speed	Miles
Potenza RE97AS RFT	8833	P225/50RF18	V	40,000

Potenza RE97AS RFT SP

0 miles (Zero) – Exceptions and Exact OE Equipment
Replacements are noted below:

Description	Article No	Size	Speed	Miles
Potenza RE97AS RFT SP	11882	P225/50RF18	V	40,000

Potenza RE97AS - 02

0 miles (Zero) – Exceptions and Exact OE Equipment
Replacements are noted below:

Description	Article No	Size	Speed	Miles
Potenza RE97AS – 02	8863	225/45R18	V	40,000

Potenza RE970AS Pole Position

40,000 miles – Exceptions and Exact OE Equipment
Replacements are noted below:

Description	Article No	Size	Speed	Miles
Potenza RE970AS Pole Position	105001	225/40R18	W	40,000
Potenza RE970AS Pole Position	123463	225/40R19	W	40,000
Potenza RE970AS Pole Position	105086	235/45R17	W	40,000
Potenza RE970AS Pole Position	105069	245/45R17	W	40,000
Potenza RE970AS Pole Position	123701	255/35R18	W	40,000
Potenza RE970AS Pole Position	123718	255/35R19	W	40,000
Potenza RE970AS Pole Position	123429	255/40R19	W	40,000
Potenza RE970AS Pole Position	123599	275/35R20	W	40,000
Potenza RE970AS Pole Position	104508	295/30R19	W	40,000

Potenza RE980AS

50,000 miles – Exceptions and Exact OE Equipment
Replacements are noted below:

Description	Article No	Size	Speed	Miles
None				

Potenza RE980AS+

50,000 miles – Exceptions and Exact OE Equipment
Replacements are noted below:

Description	Article No	Size	Speed	Miles
None				

Potenza Sport AS

50,000 miles – Exceptions and Exact OE Equipment
Replacements are noted below:

Description	Article No	Size	Speed	Miles
None				

Turanza EL400

80,000 miles – Exceptions and Exact OE Equipment
Replacements are noted below:

Description	Article No	Size	Speed	Miles
TURANZA EL400	43291	195/65R15	H	50,000
TURANZA EL400	43342	215/55R16	H	50,000
TURANZA EL400	43240	P195/60R15	H	50,000
TURANZA EL400	43359	P205/60R16	H	50,000

TURANZA EL400	43223	P205/65R15	H	50,000
TURANZA EL400	124347	P225/55R18	H	50,000
TURANZA EL400	68434	P225/60R18	H	50,000
TURANZA EL400	42832	175/70R13	T	0 (Zero)
TURANZA EL400	42849	185/70R14	T	0 (Zero)
TURANZA EL400	43376	205/55R16	H	0 (Zero)
TURANZA EL400	42917	P175/65R14	T	0 (Zero)
TURANZA EL400	42934	P185/65R14	T	0 (Zero)

Turanza EL400 RFT

0 miles (Zero) – Exceptions and Exact OE Equipment
Replacements are noted below:

Description	Article No	Size	Speed	Miles
TURANZA EL400 RFT	125231	P225/60RF17	T	40,000

Turanza EL400 - 02

0 miles (Zero) – Exceptions and Exact OE Equipment
Replacements are noted below:

Description	Article No	Size	Speed	Miles
TURANZA EL400-02	132677	225/40R18	W	40,000
TURANZA EL400-02	24804	235/40R19	V	40,000
TURANZA EL400-02	1453	255/35R18	W	40,000

Turanza EL400 – 02 RFT

0 miles (Zero) – Exceptions and Exact OE Equipment
Replacements are noted below:

Description	Article No	Size	Speed	Miles
TURANZA EL400-02 RFT	4434	235/55RF18	T	40,000

Turanza EL42

0 miles (Zero) – Exceptions and Exact OE Equipment
Replacements are noted below:

Description	Article No	Size	Speed	Miles
TURANZA EL42	7906	P245/45R19	V	40,000

Turanza EL440

0 miles (Zero) – Exceptions and Exact OE Equipment
Replacements are noted below:

Description	Article No	Size	Speed	Miles
TURANZA EL440	11423	215/45R18	V	50,000
TURANZA EL440	11757	215/55R18	H	50,000
TURANZA EL440	13815	215/55R18	H	50,000
TURANZA EL440	11756	215/65R16	H	50,000
TURANZA EL440	221	235/40R19	V	50,000
TURANZA EL440	220	235/45R18	V	50,000
TURANZA EL440	4590	235/50R18	V	50,000
TURANZA EL440	2359	235/55R19	H	50,000
TURANZA EL440	216	235/60R18	H	50,000

TURANZA EL440	2358	235/60R18	H	50,000
TURANZA EL440	4244	255/40R19	W	50,000

Turanza EL450

0 miles (Zero) – Exceptions and Exact OE Equipment
Replacements are noted below:

Description	Article No	Size	Speed	Miles
TURANZA EL450	12817	235/40R19	V	50,000
TURANZA EL450	13277	235/55R19	V	50,000
TURANZA EL450	12818	265/35R19	V	50,000

Turanza EL450 RFT

50,000 miles – Exceptions and Exact OE Equipment
Replacements are noted below:

Description	Article No	Size	Speed	Miles
TURANZA EL450 RFT	11372	225/50RF18	V	50,000
TURANZA EL450 RFT	4699	245/45R19	V	50,000
TURANZA EL450 RFT	6375	225/50R17	V	0 (Zero)
TURANZA EL450 RFT	6373	225/50R18	V	0 (Zero)
TURANZA EL450 RFT	15871	225/50RF18	V	50,000

Turanza EV

50,000 miles – Exceptions and Exact OE Equipment
Replacements are noted below:

Description	Article No	Size	Speed	Miles
None				

Turanza LS100

0 miles (Zero) – Exceptions and Exact OE Equipment
Replacements are noted below:

Description	Article No	Size	Speed	Miles
TURANZA LS100	11881	205/55R17	H	50,000
TURANZA LS100	11873	215/50R18	H	50,000
TURANZA LS100	11875	215/55R17	H	50,000
TURANZA LS100	11874	225/50R18	H	50,000
TURANZA LS100	11876	225/55R17	H	50,000
TURANZA LS100	4437	235/40R19	V	50,000
TURANZA LS100	3214	P235/60R18	V	50,000

Turanza LS100 A

0 miles (Zero) – Exceptions and Exact OE Equipment
Replacements are noted below:

Description	Article No	Size	Speed	Miles
TURANZA LS100 A	12267	225/45R18	H	50,000
TURANZA LS100 A	7227	225/45R18	H	50,000

Turanza LS100 MO

0 miles (Zero) – Exceptions and Exact OE Equipment
Replacements are noted below:

Description	Article No	Size	Speed	Miles
TURANZA LS100 MO	13349	225/45R18	H	50,000

Turanza LS100 ARF

0 miles (Zero) – Exceptions and Exact OE Equipment
Replacements are noted below:

Description	Article No	Size	Speed	Miles
TURANZA LS100 ARF	7228	225/45R18	H	50,000

Turanza QuietTrack

80,000 miles – Exceptions and Exact OE Equipment
Replacements are noted below:

Description	Article No	Size	Speed	Miles
None				

Turanza Serenity Plus (H Speed Rated)

80,000 miles – Exceptions and Exact OE Equipment
Replacements are noted below:

Description	Article No	Size	Speed	Miles
None				

Turanza Serenity Plus (V Speed Rated)

75,000 miles – Exceptions and Exact OE Equipment
Replacements are noted below:

Description	Article No	Size	Speed	Miles
None				

Turanza Serenity Plus (W Speed Rated)

50,000 miles – Exceptions and Exact OE Equipment
Replacements are noted below:

Description	Article No	Size	Speed	Miles
None				

WeatherPeak

70,000 miles – Exceptions and Exact OE Equipment
Replacements are noted below:

Description	Article No	Size	Speed	Miles
None				

FIRESTONE BRAND

The following tables contain the warranted mileage, if any, for Firestone brand tires sold as replacement tires. Tires sold as original equipment on new vehicles or their exact original equipment replacements do not have any warranted mileage unless explicitly shown in the flowing tables.

Affinity Touring S4

0 miles (Zero) – Exceptions and Exact OE Equipment
Replacements are noted below:

Description	Article No	Size	Speed	Miles
Affinity Touring S4	43580	P215/55R16	S	50,000
Affinity Touring S4	61923	P195/65R15	S	50,000

Affinity Touring S4 FF

0 miles (Zero) – Exceptions and Exact OE Equipment
Replacements are noted below:

Description	Article No	Size	Speed	Miles
Affinity Touring S4 FF	125197	P195/65R15	H	50,000
Affinity Touring S4 FF	13873	205/65R16	H	50,000
Affinity Touring S4 FF	240	P195/65R15	H	50,000
Affinity Touring S4 FF	131657	P205/65R16	S	50,000

Affinity Touring T4

0 miles (Zero) – Exceptions and Exact OE Equipment
Replacements are noted below:

Description	Article No	Size	Speed	Miles
Affinity Touring T4	43716	P215/60R17	T	50,000

All Season

65,000 miles – Exceptions and Exact OE Equipment
Replacements are noted below:

Description	Article No	Size	Speed	Miles
All Season	3036	215/70R16	S	55,000
All Season	3042	225/70R16	T	55,000
All Season	3024	P235/70R16	T	55,000
All Season	13343	225/65R17	H	55,000
All Season	3019	225/65R17	T	55,000
All Season	3034	235/65R17	T	55,000
All Season	13751	235/65R18	H	55,000
All Season	3068	235/65R18	T	55,000
All Season	3072	P255/65R18	S	55,000
All Season	3040	235/60R18	H	55,000
All Season	13342	245/60R18	H	55,000
All Season	3066	245/60R18	T	55,000
All Season	3058	265/60R18	T	55,000
All Season	3076	225/55R18	H	55,000
All Season	3030	235/55R18	H	55,000

All Season	3084	P255/60R19	S	55,000
All Season	3050	235/55R19	H	55,000
All Season	3080	245/55R19	S	55,000
All Season	3092	P255/55R20	H	55,000
All Season	3082	P245/50R20	H	55,000

Champion Fuel Fighter

70,000 miles – Exceptions and Exact OE Equipment
Replacements are noted below:

Description	Article No	Size	Speed	Miles
None				

Destination A/T

50,000 miles – Exceptions and Exact OE Equipment
Replacements are noted below:

Description	Article No	Size	Speed	Miles
Destination A/T	Multiple	All LT and Flotation	Multiple	0 (Zero)
Destination A/T	112192	P235/75R16	S	50,000
Destination A/T	17885	P245/65R17	T	50,000
Destination A/T	13983	P245/65R17	T	0 (Zero)
Destination A/T	3345	P245/65R17	T	50,000

Destination A/T2

55,000 miles – Exceptions and Exact OE Equipment
Replacements are noted below:

Description	Article No	Size	Speed	Miles
Destination A/T2	12112	275/65R18	T	0 (Zero)

Destination LE

60,000 miles – Exceptions and Exact OE Equipment
Replacements are noted below:

Description	Article No	Size	Speed	Miles
Destination LE	Multiple	All LT and Flotation	Multiple	0 (Zero)
Destination LE	112379	P235/60R17	H	60,000
Destination LE	65068	P235/65R16	S	60,000
Destination LE	108248	P245/60R18	S	60,000
Destination LE	90177	P265/65R18	S	60,000
Destination LE	90279	P265/65R18	S	60,000

Destination LE2

60,000 miles – Exceptions and Exact OE Equipment
Replacements are noted below:

Description	Article No	Size	Speed	Miles
Destination LE2	3351	225/60R17	T	60,000
Destination LE2	24991	225/60R17	T	0 (Zero)
Destination LE2	6578	225/65R17	H	60,000

Destination LE2	3352	225/65R17	T	60,000
Destination LE2	25008	225/65R17	T	60,000
Destination LE2	97759	P235/70R16	T	60,000
Destination LE2	11785	245/60R18	H	60,000
Destination LE2	2360	245/60R18	H	60,000
Destination LE2	6511	P245/75R16	S	0 (Zero)
Destination LE2	97725	P215/70R16	H	60,000
Destination LE2	223	P245/75R16	S	50,000
Destination LE2	6513	P265/65R17	S	60,000
Destination LE2	224	P265/65R17	S	0 (Zero)
Destination LE2	98133	P275/60R17	T	60,000
Destination LE2	6777	225/60R17	T	40,000

Destination LE3

70,000 miles – Exceptions and Exact OE Equipment
Replacements are noted below:

Description	Article No	Size	Speed	Miles
Destination LE3	Multiple	All LT and Flotation	Multiple	0 (Zero)

Destination X/T

50,000 miles – Exceptions and Exact OE Equipment
Replacements are noted below:

Description	Article No	Size	Speed	Miles
None				

Firehawk A/S

50,000 miles – Exceptions and Exact OE Equipment
Replacements are noted below:

Description	Article No	Size	Speed	Miles
None				

Firehawk A/S V2

50,000 miles – Exceptions and Exact OE Equipment
Replacements are noted below:

Description	Article No	Size	Speed	Miles
None				

Firehawk GT H

50,000 miles – Exceptions and Exact OE Equipment
Replacements are noted below:

Description	Article No	Size	Speed	Miles
Firehawk GT H	1548	185/55R15	H	50,000
Firehawk GT H	986	225/45R17	H	0 (Zero)
Firehawk GT H	4651	P235/50R18	H	0 (Zero)
Firehawk GT H	149932	P235/50R18	H	0 (Zero)
Firehawk GT H PRST	149524	P265/60R17	H	0 (Zero)

Firehawk GT V

50,000 miles – Exceptions and Exact OE Equipment
Replacements are noted below:

Description	Article No	Size	Speed	Miles
Firehawk GT V	134054	245/45R20	V	50,000
Firehawk GT V PRST	77342	P225/60R18	V	0 (Zero)
Firehawk GT V PRST	23189	P265/60R17	V	0 (Zero)

Firehawk Wide Oval AS (Speed Rating H/V)

50,000 miles – Exceptions and Exact OE Equipment
Replacements are noted below:

Description	Article No	Size	Speed	Miles
None				

Firehawk Wide Oval AS (Speed Rating W)

40,000 miles – Exceptions and Exact OE Equipment
Replacements are noted below:

Description	Article No	Size	Speed	Miles
None				

FR710

65,000 miles – Exceptions and Exact OE Equipment
Replacements are noted below:

Description	Article No	Size	Speed	Miles
FR710	1278	P185/60R15	H	40,000
FR710	3192	P185/65R15	H	40,000
FR710	66105	P215/55R17	S	65,000
FR710	112345	P215/60R16	S	65,000
FR710	84856	P225/60R17	H	65,000
FR710	134037	P225/60R18	T	65,000
FR710	79042	P235/60R17	T	65,000
FR710	6505	P235/60R17	T	65,000

FT140

0 miles (Zero) – Exceptions and Exact OE Equipment
Replacements are noted below:

Description	Article No	Size	Speed	Miles
FT140	6515	195/65R15	S	50,000
FT140	6518	205/55R16	H	50,000
FT140	7221	205/60R16	H	40,000
FT140	9622	205/60R16	H	40,000
FT140	7222	205/55R17	V	40,000
FT140	265	215/50R17	H	50,000
FT140	21285	215/55R16	H	50,000
FT140	7148	P205/55R16	H	50,000
FT140	3196	P205/65R16	H	50,000
FT140	980	205/50R17	V	0 (Zero)

FT140	15150	205/50R17	V	0 (Zero)
FT140	15149	205/55R16	V	0 (Zero)
FT140	3208	205/65R16	H	0 (Zero)
FT140	3213	P235/65R17	T	0 (Zero)

Transforce HT

0 miles (Zero) – Exceptions and Exact OE Equipment
Replacements are noted below:

Description	Article No	Size	Speed	Miles
Transforce HT	250109	LT275/70R18	S	40,000

WeatherGrip

65,000 miles – Exceptions and Exact OE Equipment
Replacements are noted below:

Description	Article No	Size	Speed	Miles
None				

FUZION BRAND

The following tables contain the warranted mileage, if any, for
Fuzion band tires sold as replacement tires.

Fuzion A/T

45,000 miles – Exceptions and Exact OE Equipment
Replacements are noted below:

Description	Article No	Size	Speed	Miles
None				

Fuzion All-Terrain

50,000 miles – Exceptions and Exact OE Equipment
Replacements are noted below:

Description	Article No	Size	Speed	Miles
None				

Fuzion Highway

50,000 miles – Exceptions and Exact OE Equipment
Replacements are noted below:

Description	Article No	Size	Speed	Miles
None				

Fuzion Max Traction

0 miles (Zero) – Exceptions and Exact OE Equipment
Replacements are noted below:

Description	Article No	Size	Speed	Miles
None				

Fuzion Sport

50,000 miles – Exceptions and Exact OE Equipment
Replacements are noted below:

Description	Article No	Size	Speed	Miles
None				

Fuzion SUV

50,000 miles – Exceptions and Exact OE Equipment
Replacements are noted below:

Description	Article No	Size	Speed	Miles
None				

Fuzion Touring

60,000 miles – Exceptions and Exact OE Equipment
Replacements are noted below:

Description	Article No	Size	Speed	Miles
Fuzion Touring For tires manufactured prior to 2022 as indicated by the date code	Multiple	Multiple	Multiple	55,000
Fuzion Touring	1470	165/65R13	T	0 (Zero)
Fuzion Touring	1471	165/70R13	T	0 (Zero)
Fuzion Touring	1472	175/70R13	T	0 (Zero)
Fuzion Touring	1473	185/70R13	T	0 (Zero)
Fuzion Touring	5291	155/65R13	T	0 (Zero)
Fuzion Touring	5292	155/65R14	T	0 (Zero)
Fuzion Touring	5293	155/70R13	T	0 (Zero)
Fuzion Touring	5294	165/60R14	H	0 (Zero)
Fuzion Touring	5295	165/70R14	T	0 (Zero)
Fuzion Touring	5296	165/65R14	T	0 (Zero)
Fuzion Touring	8943	185/60R14	H	40,000

Fuzion Touring A/S

55,000 miles – Exceptions and Exact OE Equipment
Replacements are noted below:

Description	Article No	Size	Speed	Miles
None				

Fuzion Trailer

0 miles (Zero) – Exceptions and Exact OE Equipment
Replacements are noted below:

Description	Article No	Size	Speed	Miles
None				

Fuzion UHP Sport AS

40,000 miles – Exceptions and Exact OE Equipment
Replacements are noted below:

Description	Article No	Size	Speed	Miles
None				

PRIMEWELL BRAND

The following tables contain the warranted mileage, if any, for Primewell band tires sold as replacement tires.

ONLY Primewell tires with a manufacturing date prior to 01/01/2022 (DOT date code 0122) will be covered under this Limited Mileage Warranty.

Valera Touring II

50,000 Miles – Exceptions and Exact OE Equipment
Replacements are noted below:

Description	Article No	Size	Speed	Miles
None				

PS830, PS850, and PS860

40,000 Miles – Exceptions and Exact OE Equipment
Replacements are noted below:

Description	Article No	Size	Speed	Miles
None				

PS890 Touring

50,000 Miles – Exceptions and Exact OE Equipment
Replacements are noted below:

Description	Article No	Size	Speed	Miles
None				

Valera A/T and Valera H/T

50,000 Miles – Exceptions and Exact OE Equipment
Replacements are noted below:

Description	Article No	Size	Speed	Miles
None				

Valera Sport AS

40,000 Miles – Exceptions and Exact OE Equipment
Replacements are noted below:

Description	Article No	Size	Speed	Miles
None				

REPLACEMENT WARRANTY FOR ALL BRANDS

If you receive a Bridgestone, Firestone, or associated Bridgestone brand replacement tire under this Limited Warranty, it will be covered by the manufacturer's warranty or warranties, if any, given on that tire at that time.

WHERE TO GO

Tire adjustments under this Limited Warranty will only be made at an authorized Bridgestone, Firestone, or associated Bridgestone brand DEALER. Consult a phone directory (often listed in the Yellow Pages under "Tire Dealers") or the internet at www.bridgestonetire.com for the location nearest you. Some DEALER locations (wholesale clubs, on-line purchases, and the like) may not service your warranty unless you hold a current membership and/or have purchased your tires at their location. Check with your DEALER to see if they have specific warranty processing requirements.

Some Bridgestone or Firestone brand tires are sold exclusively through select DEALERS. Other DEALER locations may not service your warranty for these exclusive tires. Check with your DEALER to see if they have specific warranty processing requirements for your specific Bridgestone or Firestone brand tire.

CONSUMER RIGHTS

This Limited Warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

TIRE REGISTRATION

Bridgestone encourages you to ensure your tires are registered to receive direct notification in the event of a safety related recall. If you have received a tire registration postcard with your tire purchase, please send in the completed postcard or visit www.bridgestonetire.com to register your tires.

CONDITIONS and EXCLUSIONS

To the extent permitted by law, Bridgestone Americas Tire Operations, LLC (Bridgestone) disclaims all other warranties, including but not limited to the implied warranties of merchantability and fitness for a particular purpose and any liability for incidental and consequential damages, loss of time, loss of vehicle use, or inconvenience. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

This Limited Warranty applies only to consumers who purchase and primarily use the tire in the continental United States, Alaska and/or Hawaii. Purchasing or using tires within any other locations would be subject to the limited warranty, if any, offered in those specific locations.

Obligations under this policy may not be enlarged or altered

by anyone.

In accordance with Federal Law, this Limited Warranty has been designated as a "Limited Warranty." Nothing in this Limited Warranty is intended to be a representation that tire failures cannot occur. This Limited Warranty is given by Bridgestone, 200 4th Avenue South, Nashville, TN 37201.

OWNER'S OBLIGATIONS

In order to keep this Limited Warranty valid, we require you to have your tires regularly inspected and rotated per the recommendations outlined in the sections of the accompanying tire maintenance and safety manual entitled "Tire Damage, Inspection and Service Life" and "Radial Tire Rotation" and to furnish proof of same in order to receive an adjustment. Such proof should show the date, mileage, and servicing location. A sales receipt containing this information will suffice. In addition, a "Maintenance Record" is included in this manual.

Tires must be operated at the proper tire inflation pressures as specified by the vehicle manufacturer and within tire/vehicle load capacity and speed limitations. It is also your obligation to maintain proper wheel alignment and tire/wheel assembly balance.

To request an adjustment, you must present the tire to an authorized Bridgestone, Firestone, or associated Bridgestone brand DEALER. Complete and sign the customer section of the Bridgestone Limited Warranty adjustment form and pay appropriate replacement price, taxes, disposal fee, and service charges, if any. Some DEALER locations (wholesale clubs, on-line purchases, and the like) may not service your warranty unless you hold a current membership and/or have purchased your tires at their location. Check with your DEALER to see if they have specific warranty processing requirements.

Tires submitted to Bridgestone under the Limited Warranty become property of Bridgestone and may not be returned. Tires may undergo both non-destructive and destructive inspection methods. Bridgestone will be responsible for disposal of submitted tires in our possession.

ARBITRATION

For purposes of this arbitration section: (a) the terms "we," "us" and "our" refer to Bridgestone Americas Tire Operations, LLC, its parents, subsidiaries, affiliates, predecessors, successors, assigns, employees, officers, agents and directors; and (b) a "Claim" is any pre-existing, present, or future claim, dispute, or controversy between you and us arising out of or in connection with this Limited Warranty, or any other warranties, express or implied, including a failure of warranty and the validity of this arbitration clause, but excluding claims for personal injury or damage to property other than the warranted tire(s). You and we acknowledge that either you or we can choose to have any Claim resolved

by binding arbitration. **If either you or we choose arbitration with respect to any Claim, neither you nor we will have, and each of us waives, the right to litigate that claim in court or to have a jury trial on that claim,** or to engage in pre-arbitration discovery, except as provided for in the arbitration rules of the American Arbitration Association (“AAA”). In addition, you will not have the right to participate as a representative or member of any class of claimants related to any claim subject to arbitration. An arbitration can only decide our or your Claim and may not consolidate or join the claims of other persons who may have similar claims. **There shall be no authority for any Claims to be arbitrated on a class action basis.** The arbitrator’s decision will be final and binding.

Any arbitration will be conducted in accordance with the AAA’s rules applicable to consumer disputes. For additional information go to: <http://www.adr.org/>. Any arbitration hearing that you attend will take place in the federal judicial district where you reside. At your request, we will advance the first \$250 of the filing and hearing fees for any Claim you may file against us; the arbitrator will decide whether we or you will ultimately pay those fees. This arbitration agreement is made pursuant to a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act, 9 U.S.C. Sections 1-16. The arbitrator shall apply applicable substantive law consistent with the Federal Arbitration Act and applicable statutes of limitations, and shall honor claims of privilege recognized at law. Judgment upon the award may be entered in any court of law of competent jurisdiction.

If this arbitration section (or any part of it) is determined invalid or illegal under any applicable statute or rule of law, it will be deemed omitted without affecting any other provisions of this Agreement, which shall remain in full force and effect.

Customer, Vehicle, and Tire Identification

Customer Name

Address

City, State, Zip

Invoice #

Date of Purchase

Year of Vehicle	Make of Vehicle	Model of Vehicle	Beginning Mileage
-----------------	-----------------	------------------	-------------------

Tire Brand

- ☐  ☐ 
- ☐  ☐ 

Product Information

Tire Size: Speed Rating:

Tire Type: Mileage Warranty:

Serial Numbers

- 1

3

5
- 2

4

6

Mileage Warranty Certificate

The dealer must stamp to be valid

VEHICLE MANUFACTURER’S
RECOMMENDED INFLATION PRESSURE



Front _____ PSI

Rear _____ PSI

J	F	M	A	M	J	J	A	S	O	N	D
---	---	---	---	---	---	---	---	---	---	---	---

MAINTENANCE RECORD

Mileage	Date	Dealer	Inspection	Rotation	Balance	Alignment





Your Journey, Our Passion

Truck Tire Limited Warranty & Safety Manual



EN



TIRE WARRANTY, MAINTENANCE and SAFETY MANUAL

BRIDGESTONE TRUCK TIRES

Congratulations on your purchase of quality BRIDGESTONE brand truck tires!

To ensure optimum tire performance and reduce the risk of a tire failure, Bridgestone Americas Tire Operations, LLC ("BRIDGESTONE") strongly recommends you read and follow all maintenance and safety information contained in this manual. In addition, we recommend periodic inspection and maintenance, if necessary, by a qualified tire service professional.

LIMITED WARRANTY BRIDGESTONE BRAND TRUCK TIRES

ELIGIBILITY

You are covered under the terms of this Limited Warranty if all of the following apply:

- You are the original owner, or original owner's authorized agent, of any new BRIDGESTONE brand truck tire bearing a Department of Transportation (DOT) tire identification number indicating manufacture after July 1, 2019 (DOT serial 2719 or later).
- The tire was purchased after January 1, 2020 and used primarily in the U.S. For tires covered prior to this time, please refer to the limited warranty that would have been in effect at the time of original sale.
- The tire size, load range, and speed rating are equivalent to or greater than, that specified or recommended for use by the vehicle manufacturer or BRIDGESTONE.
- The new tire was approved for sale in the United States, listed in a U.S. price or data book, and purchased from an authorized BRIDGESTONE brand truck tire retailer.
- For coverage under the Enhanced Casing Credit Limited Warranty, the eligible tire must have been used only in long haul, regional, pick up and delivery (P&D) highway service for the entire life of the casing and subsequent retread(s) must be inspected and retreaded by an authorized Bandag dealer only.
- Proper tire inflation pressure, as specified by the vehicle manufacturer to operate the vehicle within tire/vehicle load capacity, have been maintained.

- Proper wheel alignment and tire/wheel assembly balance have been maintained.
- The tire has been operated within the speed limitations of the tire.

WHAT IS WARRANTED and FOR HOW LONG

Upon examination by BRIDGESTONE, and subject to terms and conditions stated herein, before wearing down to 2/32 inch (1.6 mm) remaining original tread depth (i.e. worn down to the top of the built-in indicators in the original tread grooves) and within 6 years from the date of tire manufacture, any eligible tire that becomes unusable for any reason (see exclusions in the section entitled "What This Limited Warranty Does Not Cover") within the manufacturer's control will either be repaired or replaced at BRIDGESTONE's option with an equivalent new BRIDGESTONE brand truck tire on the basis set forth in this Limited Warranty.

WHAT THIS LIMITED WARRANTY DOES NOT COVER

This Limited Warranty does not cover the following:

ROAD HAZARDS/MISAPPLICATION/ABUSE Tire damage due to:

- A. Road hazards**, including, without limitation: puncture, cut, impact break, stone drill, bruise, bulge, snag, etc.
- B. Improper use or operation**, including, without limitation: improper inflation pressure, overloading, tire/wheel spinning, curbing, use of an improper rim/wheel, tire chain damage, misuse, misapplication, negligence, tire alteration, or for racing or competition purposes.
- C. Insufficient or improper maintenance**, including, without limitation: wheel misalignment, worn suspension components, improper tire mounting or demounting, tire/wheel assembly imbalance, improper brake adjustment, or other vehicle conditions, defects, or characteristics.
- D. Contamination or degradation** by petroleum products or other chemicals, fire or other externally generated heat, water or other material trapped inside the tire during mounting or inflation, or inflating tires with anything other than air or nitrogen.
- E. Improper repair.** Improper repair voids this Limited Warranty.

RAPID TREAD WEAR/EXCESSIVE TREAD WEAR

- A. Rapid tread wear**, or wear-out is **not** covered under this warranty.
- B. No mileage warranty is expressed or implied.**
- C. Tires rendered unretreadable** due to excessive tread wear or improper buffing.

OTHER

- A. **Uneven or unusual wear** patterns, including, without limitation: Shoulder wear, center wear, cupping, or feathering. Irregular wear is not covered under this warranty.
- B. **Tires worn more than 1/32 inch** (0.8 mm) difference in remaining tread depth between any two major tread grooves across the tire.
- C. **Ride disturbance or vibration** after tread wear use beyond 10% of the original usable tread depth.
- D. **Weather/ozone cracking after 4 years** from date of tire manufacture, regardless of date of purchase.
- E. **Weather/ozone cracking** is **not** covered under the Enhanced Casing Limited Warranty.
- F. **Tires subjected to severe under-inflation** or run-flat conditions.
- G. **Tires purchased as used.**
- H. **Tires purchased and primarily used** outside the United States.
- I. **Tire improperly retreaded** including, without limitation, improper or inadequate inspection, preparation, equipment, material, repair, etc.
- J. **Tires damaged by the use of internally applied additives** for balance, sealing, cooling or any other alleged tire performance enhancement.
- K. **Improper regrooving.**
- L. **The cost** of applicable federal, state, and local taxes.
- M. **Failure to follow any** of the safety and maintenance recommendations or warnings contained in this manual.

This Limited Warranty is in addition to and/or may be limited by any other applicable written warranty you may have received concerning special tires or situations. Note that additional exclusions, provisions and owner's obligations may be contained in other sections of this manual.

NO-CHARGE REPLACEMENT – NEW TIRE

Eligible BRIDGESTONE brand truck tires adjusted under this Limited Warranty will be repaired or replaced at BRIDGESTONE's option free of charge with an equivalent new BRIDGESTONE brand truck tire (Federal Excise Tax included) up to the first 10% of original usable tread depth or within 12 months from date of purchase (without proof of purchase date, then within 12 months from the date of tire manufacture), whichever occurs first. The cost of mounting and balancing and other service charges, disposal fees, or applicable taxes are payable by you.

PRO-RATED REPLACEMENT – WORN ORIGINAL TREAD TIRE

Eligible BRIDGESTONE brand truck tires adjusted under this Limited Warranty that are worn beyond the first 10% of original usable tread depth, or 12 months from the date of purchase (without proof of purchase date, then 12 months from the date of tire manufacture) has passed, the tire will, at BRIDGESTONE's option, be repaired or replaced with an equivalent new BRIDGESTONE brand truck tire on a pro-rata basis. To determine the pro-rated replacement price, the percent of used tread wear is multiplied by the dealer's current selling price for the replacement tire(s). The cost of mounting, balancing, full Federal Excise Tax, and other service charges, disposal fees, or applicable taxes are payable by you. The tire must be less than 6 years from the date of purchase (without proof of purchase date, then 6 years from the date of tire manufacture).

ENHANCED CASING CREDIT LIMITED WARRANTY

For coverage under the Enhanced Casing Credit Limited Warranty, the eligible tire must have been used only in long haul, regional, or P&D highway service for the entire life of the casing and subsequent retread(s) must have been inspected and retreaded by an authorized Bandag dealer only. Subject to the terms and conditions stated herein, an Enhanced Casing Credit Limited Warranty is available for the tires described below. An eligible pattern, size and load range tire becomes unserviceable within 7 years (84 months) from the date of tire manufacture and is no longer eligible under the Enhanced Casing Credit Limited Warranty.

Eligible tires adjusted under the Enhanced Casing Credit Limited Warranty will receive a casing credit as follows:

- **Eligible Patterns:** All patterns intended for use in long haul, regional, or P&D highway service. Tires used in severe service, mining, logging, waste/refuse, on/off highway, or off highway are explicitly not eligible. Please consult the most current version of the Bridgestone Truck Tire Data Book for recommended application information by tire pattern.
- **Eligible Sizes:** 295/75R22.5, 255/70R22.5, 285/75R24.5, 11R22.5, 11R24.5, 225/70R19.5, 245/70R19.5 & 265/70R19.5
- **Eligible Load Ranges:** G & H

Original Tread or Retread Count	Dollar Values (22.5 and 24.5 rim Diameters)	Dollar Values (17.5 and 19.5 rim Diameters)
Original Tread*	\$130	\$100
1st Retread	\$100	\$75
2nd Retread	\$75	\$50
3rd Retread	\$50	\$25
4th and Subsequent Retreads	\$25	\$25

*Note: Tires with the original remaining tread depth greater than 2/32 inch (1.6 mm) may receive pro-rated replacement values higher than those in this table.

ADDITIONAL EXCLUSIONS FOR THE ENHANCED CASING CREDIT LIMITED WARRANTY

1. BRIDGESTONE brand truck tire casings are warranted only when the tire becomes unserviceable due to conditions within the manufacturer's control.
2. The Enhanced Casing Credit Limited Warranty will be valid through the retread period indicated on the appropriate table or 7 years from the date of manufacture, whichever comes first.
3. Tires used in severe service, mining and/or logging service are not covered.
4. Casings which cannot be retreaded due to excessive tread wear are not covered.
5. Failures resulting from faulty or incorrect retread processing or materials are not covered.
6. Casing credits are issued according to the appropriate table and will not include the costs of retreading services, materials or other costs.
7. Tires which have the original DOT tire identification numbers removed or rendered illegible are not covered.

REPLACEMENT WARRANTY

If you receive a replacement tire under this Limited Warranty, it will be covered by the manufacturer's warranty, if any, given on that tire at that time.

WHERE TO GO

Tire adjustments under this Limited Warranty will only be made at an authorized BRIDGESTONE brand truck tire retailer in the United States. Consult a phone directory (often listed in the Yellow Pages under "Tire Dealers"), the Internet at <https://commercial.bridgestone.com>, or call 1-800-815-9793 for the location nearest you.

CONSUMER RIGHTS

This Limited Warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

CONDITIONS and EXCLUSIONS

To the extent permitted by law, BRIDGESTONE disclaims all other warranties, including but not limited to the implied warranties of merchantability and fitness for a particular purpose and any liability for incidental and consequential damages, loss of time, loss of vehicle use, or inconvenience. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

This Limited Warranty applies only to consumers actually purchasing and primarily using the tire in the United States.

Obligations under this policy may not be enlarged or altered by anyone.

In accordance with Federal Law, this Limited Warranty has been designated as a "Limited Warranty." Nothing in this Limited Warranty is intended to be a representation that tire failures cannot occur. This Limited Warranty is given in the United States by Bridgestone Americas Tire Operations, LLC, 200 4th Ave. South, Nashville, TN 37201.

OWNER'S OBLIGATIONS

It is your obligation to maintain proper tire inflation pressures as specified by the vehicle manufacturer and to operate the vehicle within tire/vehicle load capacity and speed limitations. It is also your obligation to maintain proper wheel alignment and tire/wheel assembly balance.

To request an adjustment, you must present the tire to an authorized BRIDGESTONE brand truck tire retailer. Your vehicle on which the tire was equipped must also be available for inspection. Complete and sign the customer section of BRIDGESTONE's Limited Warranty Form or an electronic version of the Bridgestone Limited Warranty Form and pay appropriate replacement price, taxes, disposal fees, and service charges, if any. Tires accepted for warranty compensation become the property of BRIDGESTONE.

ARBITRATION

You and BRIDGESTONE agree that all claims, disputes, and controversies between you and it, including any of its agents, employees, successors, or assigns, arising out of or in connection with this Limited Warranty, or any other warranties, express or implied, including a failure of warranty and the validity of this arbitration clause, but excluding claims for personal injury or property damage, shall be resolved by binding arbitration between you and it, according to the formal dispute resolution procedures of the National Arbitration Forum, under the Code of Procedure then in effect. This arbitration will be conducted as a document hearing. If you request any procedures beyond a document hearing, you will be responsible for all fees, including filing and administrative fees, above and beyond the fees required for document hearings. The arbitration between you and BRIDGESTONE shall not include any other customers, be combined or consolidated in any fashion with arbitrations involving other customers, or proceed in any form of class action in which the claims of numerous customers are considered together. Any award of the arbitrator(s) may be entered as a judgment in any court of competent jurisdiction. The arbitrators will have no authority to award punitive or other damages not measured by the prevailing party's actual damages, except as may be required by statute. Information may be obtained and claims may be filed at any office of the National Arbitration Forum or at P.O. Box 50191, Minneapolis, MN 55405.

IMPORTANT SAFETY INFORMATION

Any tire, no matter how well constructed, may fail in use as a result of punctures, impact damage, improper inflation pressure, overloading, or other conditions resulting from use or misuse. Tire failure may create a risk of property damage, serious personal injury or death.

SAFETY WARNING

Serious personal injury or death may result from a tire failure. Many tire failures are preceded by vibration, bumps, bulges or irregular wear. If a vibration occurs while driving your vehicle or you notice a bump, bulge or irregular wear, have your tires and vehicle evaluated by a qualified tire service professional.

To reduce the risk of tire failure, BRIDGESTONE strongly recommends you read and follow all safety information contained in this manual, tire industry publications such as those published by the U.S. Tire Manufacturers Association (USTMA), and tire mounting procedures published by the Occupational Safety and Health Administration (OSHA) of the U. S. Department of Labor. In addition, we recommend periodic inspection and maintenance, if necessary, by a qualified tire service professional.

TIRE INFLATION PRESSURE

Tires need proper inflation pressure to operate effectively and perform as intended. Tires carry the vehicle, passenger, and cargo loads and transmit the braking, acceleration, and turning forces. The vehicle manufacturer recommends the inflation pressures for the tires mounted on your vehicle.

SAFETY WARNING

Driving on tires with improper inflation pressure is dangerous.

- Under-inflation causes excessive tire heat build-up and internal structural damage.
- Over-inflation makes it more likely for tires to be cut, punctured, or broken by sudden impact.

These situations can cause a tire failure, even at a later date, which could lead to serious personal injury or death. Consult the vehicle tire information placard and/or owner's manual for the recommended inflation pressures.

In addition to tire damage, improper inflation pressure may also:

- Adversely affect vehicle ride and handling.
- Reduce tire tread wear.
- Affect fuel economy.

Therefore, follow these important recommendations for tire and vehicle safety, mileage, and economy:

- Always keep the vehicle manufacturer's recommended inflation pressure in all your tires, including inside duals.
- Check their pressure at preventative maintenance intervals and during pre-trip vehicle inspections.

Your vehicle's tire information placard and/or owner's manual will tell you the recommended cold inflation pressure for all your tires. For tractor/trailers, a placard is applied to each. For questions about locating or understanding the tire information placard(s), consult your vehicle owner's manual or ask a qualified tire service professional.

Maximum Pressure Indicated on the Tire Sidewall: This is the maximum permissible inflation pressure for the tire only. The vehicle manufacturer's recommended tire pressures may be lower than, or the same as, the maximum pressure indicated on the tire sidewall. The vehicle manufacturer's specification of tire pressure is limited to your particular vehicle and takes into account your vehicle's load, ride, and handling characteristics, among other criteria. Since there may be several possible vehicle applications for a given tire size, a vehicle manufacturer may choose a different inflation pressure specification for that same size tire on a different vehicle. Therefore, always refer to the inflation pressure specifications on the vehicle tire information placard and/or in your vehicle owner's manual.

Pressure Loss: Truck tires can lose 2 psi (14 kPa) per month under normal conditions and can lose 2 psi (14 kPa) for every 10°F (5.6°C) temperature drop. A puncture, leaking valve, or other damage could also cause inflation pressure loss. If a truck tire loses more than 4 psi (28 kPa) per month, have it checked by a qualified tire service professional.

TIPS FOR SAFE TIRE INFLATION

SAFETY WARNING

Inflating an unsecured tire is dangerous. If it bursts, it could be hurled into the air with explosive force resulting in serious personal injury or death. Never adjust the inflation pressure of a truck tire unless it is placed in a safety cage or is secured to the vehicle or a tire mounting machine. Never stand or lean over the tire or in front of the valve when inflating.

SAFETY WARNING

Never re-inflate a truck tire that has been run at very low inflation pressure (i.e. 80% or less of normal operating pressure) without a complete inspection of the entire tire. Immediately have the tire demounted and inspected by a qualified tire service professional.

- The U.S. Department of Transportation requires a pre-trip vehicle inspection. Pre-trip vehicle inspections and preventative maintenance should include cold-tire inflation pressure checks. Don't forget to check the inflation pressure of inside duals.
- The only correct method for checking inflation pressure is to use an accurate tire inflation pressure gauge. Kicking or thumping a tire will only tell you when a tire is totally flat.
- Check inflation pressure when the tires are "cold." Tires are considered "cold" when the vehicle has been parked for three hours or more, or if the vehicle has been driven less than a mile at moderate speed.
- Never release pressure from a hot tire in order to reach the recommended cold tire inflation pressure. Normal driving causes tires to run hotter and inflation pressure to increase. If you reduce inflation pressure when your tires are hot, you may dangerously under inflate your tires.
- If it is necessary to adjust inflation pressure when your tires are "hot," set their inflation pressure to 10 psi (69 kPa) above the recommended cold inflation pressure. Recheck the inflation pressure when the tires are cold.
- If your tires lose more than 4 psi (28 kPa) per month, the tire, tube (if applicable), valve, or rim/wheel may be damaged. Consult a qualified tire service professional for an inspection.
- A difference of 5 psi (35 kPa) or more between duals is not recommended.
- Use valve caps to keep the valves clear of debris and to help guard against inflation pressure loss.

TIPS FOR SAFE LOADING

SAFETY WARNING

Driving your vehicle in an overloaded condition is dangerous. Overloading causes excessive tire heat build-up and internal structural damage. This can cause a tire failure, even at a later date, which could lead to serious personal injury or death. Consult the vehicle tire information placard, certification label, and owner's manual for the recommended vehicle load limits and loading recommendations.

- Always keep the vehicle manufacturer's recommended inflation pressure in all your tires, including inside duals. Check their pressure at preventative maintenance intervals and during pre-trip vehicle inspections.
- Never exceed the maximum load rating stamped on the sidewall of your tire.
- Never exceed the gross vehicle weight rating (GVWR) or gross axle weight ratings (GAWR) of your vehicle.
- Never exceed the maximum load or inflation pressure capacity of the rim/wheel.
- Consult your vehicle owner's manual for load recommendations and special instructions (such as for carrying unusually heavy loads).

TIRE DAMAGE AND INSPECTION

Evaluation and maintenance of your tires is important to their performance and the service they provide to you. Over time and/or through use, the condition of a tire can change from exposure to everyday road conditions, the environment, damaging events such as punctures, and other external factors.

SAFETY WARNING

Driving on damaged tires is dangerous. A damaged tire can suddenly fail causing serious personal injury or death. Have your tires regularly inspected by a qualified tire service professional.

You should visually inspect your tires during pre-trip vehicle inspections and inflation pressure checks. In addition, have your tires periodically evaluated by a qualified tire service professional when your vehicle is serviced such as routine maintenance intervals, oil changes, and tire rotations. In particular, note the following tips for spotting tire damage:

- After striking anything unusual in the roadway, have a qualified tire service professional demount the tire and inspect it for damage. A tire may not have visible signs of damage on the tire surface. Yet, the tire may suddenly fail without warning, a day, a week, or even months later.
- Inspect your tires for cuts, cracks, splits or bruises in the tread and sidewall areas. Bumps or bulges may indicate a separation within the tire body. Have your tire inspected by a qualified tire service professional. It may be necessary to have it removed from the rim/wheel for a complete inspection. Do not delay performing any necessary repair(s).
- Inspect your tires for adequate tread depth. When the tire is worn to the built-in indicators at 2/32 inch (1.6 mm) or less tread groove depth, or the tire cord or fabric is exposed, the tire is dangerously worn and must be replaced immediately. Tires used in the steer position are considered as worn at 4/32 inch (3.2 mm) as noted below.
- Federal regulations require steer axle tires to have 4/32 inch (3.2 mm) or greater tread depth on vehicles over 10,000 lbs (4536 kg) GVWR.
- Inspect your tires for uneven wear. Wear on one side of the tread or flat spots in the tread may indicate a problem with the tire or vehicle. Consult a qualified tire service professional.
- Inspect your rims/wheels also. If you have a bent, chipped, or cracked rim/wheel, it must be replaced.

TIRE MANUFACTURE DATE

The tire manufacture date is determined by examining the DOT tire identification number, also known as the DOT serial number or code, which can be found on at least one sidewall

near the rim/wheel. It may be necessary to look on both sides of the tire to find the entire serial code.

Tires Produced Since 2000: The last four (4) digits of the serial code identify the week and year of production. For example, a tire with a serial code ending in “2406” would have been produced in the 24th week of 2006.

Tires Produced Prior to 2000: The last three (3) digits of the serial code identify the week and year of production. For example, a tire with a code ending in “329” would likely have been produced in the 32nd week of 1999, but possibly produced in 1989. If in doubt, consult a qualified tire service professional.

TIRE REPAIRS

SAFETY WARNING

Driving on an improperly repaired tire is dangerous. An improper repair can be unreliable or permit further damage to the tire. The tire may suddenly fail, causing serious personal injury or death. A complete inspection and repair of your tire in accordance with U.S. Tire Manufacturers Association (USTMA) procedures should be conducted by a qualified tire service professional.

The comprehensive procedures and recommendations for truck tire repair are beyond the scope of this manual; however, note the following:

- **The tire must be demounted from the rim/wheel for a complete inspection, inside and out.** Some damage to the tire may only be evident on the interior of the tire. Any tire repair done without removing the tire from the rim/wheel is improper.
- **A patch must be applied to the interior of the tire and the puncture hole filled with suitable plug/stem filler.** This helps ensure that the interior of the tire is adequately sealed to prevent inflation pressure loss and prevents contamination of the steel belts and other plies from the elements (such as water) in the outside world. Using only a plug/stem, or using only a patch, is not a safe or proper repair.
- **The truck/bus tire puncture repair injury limit to the tread area is 3/8 inch (10 mm).** Larger injuries, or damage in areas outside the tread, should be evaluated and repaired, if possible, by qualified tire service professionals at a full-service repair facility using USTMA-approved procedures.
- **Never substitute a tube for a proper repair or to remedy an improper repair.**
- **Not all punctured or damaged tires can be properly repaired;** consequently, they must be replaced.

- **Repair and retread, if possible, tires having a tread depth of 2/32 inch (1.6 mm) or less remaining in any tread groove.**
- **Tubes, like tires, should only be repaired by a qualified tire service professional.**
- **Any Improper repair voids the tire Limited Warranty.** See “Limited Warranty” in this manual.

REMOVING TIRE/WHEEL ASSEMBLY FROM VEHICLE

SAFETY WARNING

Always follow the manufacturer’s recommend procedure for securing and raising your vehicle prior to attempting to remove a tire.

SAFETY WARNING

If the tire has internal damage, it may burst with explosive force, causing serious personal injury or death. Always deflate a tire and wheel assembly completely before loosening any lug nut when removing a tire from a vehicle for service or demounting. On dual wheel assemblies, both tires should be deflated and removed before any work is started.

TIRE MOUNTING AND OTHER SERVICING

SAFETY WARNING

Removing and replacing tires on wheels can be dangerous. Attempting to mount tires with improper tools or procedures may result in a tire explosion causing serious personal injury or death. This is only a job for a qualified tire service professional. Never perform tire service procedures without proper training, tools, and equipment.

This manual is not intended to provide proper training or service procedures for tire mounting, demounting, balancing, rotation, or repair. Please leave these tasks to qualified tire service professionals.

Only specially trained persons should mount tires. For proper mounting procedures, consult the requirements of the Occupational Safety and Health Administration (OSHA) of the U S Department of Labor and procedures published by the U.S. Tire Manufacturers Association, 1400 K Street, NW Washington, D. C. 20005 (www.ustires.org).

SAFETY WARNING

Inflating an unsecured tire is dangerous. If it bursts, it could be hurled into the air with explosive force resulting in serious personal injury or death.

- **Always stand well clear of any tire mounting operation. This is especially important when the service operator inflates the tire.**

- **When inflating a tire after mounting on a rim/wheel, always use a safety cage and an extension hose with pressure gauge and clip-on chuck.**
- **Never adjust the inflation pressure of a truck tire unless it is placed in a safety cage or is secured to the vehicle or a tire mounting machine.**
- **Never stand or lean over the tire or in front of the valve when inflating.**

SAFETY WARNING

Never pour or spray any flammable substance into or onto a tire or rim/wheel for any purpose whatsoever. The residue left by the substance could result in a fire or explosion which may cause severe injury or death.

SAFETY WARNING

Never put flammable substances such as gasoline or ethyl ether into a tire and light with a match/flame so that the resulting explosion seats the beads of a tubeless tire. This practice is extremely dangerous and may result in a severe explosion or undetected damage to the tire or rim/wheel which may cause a failure resulting in severe injury or death.

- **Tires must match the width and diameter requirements of the wheels.** For example, 22.5 inch diameter tires must only be mounted to 22.5 inch diameter rims/wheels. Radial tires must only be mounted to wheels approved for radial tires.
- **Inspect the tire and rim/wheel.** Rims/wheels must be free of cracks, dents, chips, and rust. Tires must be free of bead damage, cuts, punctures, foreign material, and moisture.
- **For a tubeless truck tire, always install a new valve, or new valve core and cap, each time a new or retreaded tire is installed.**
- **For a tube-type truck tire, always use a new, proper size tube and flap each time a new or re-treaded tire is installed.**
- **Use only vegetable oil-based lubricants in mounting or demounting.**
- **Always ensure rim components fit properly before inflating.**
 - Never tap component parts with a tool/hammer/mallet while tire is inflated.
 - Never attempt to disassemble multi-piece rims while inflated.
- **Never inflate a tire beyond 40 psi (275 kPa) to seat the beads.** Be absolutely certain beads are fully seated before adjusting inflation pressure to the level recommended for vehicle operation.
- **Use valve caps** to keep the valves clear of debris and to help guard against inflation pressure loss.
- **Always stand well away from the work area** when tires are being spin-balanced either on or off the vehicle.

TIRE MIXING

SAFETY WARNING

Driving your vehicle with an improper mix of tires is dangerous. Your vehicle's handling characteristics can be seriously affected. You could have an accident resulting in serious personal injury or death. Consult your vehicle owner's manual and a qualified tire service professional for proper tire replacement.

DUAL MATCHING

Tires paired in a dual assembly should be matched in tire construction and dimension. Improperly matched tires may result in irregular wear, rapid wear, and premature tire failure. Failure to match tires in a dual assembly may result in sudden tire destruction.

For radial tires, properly paired dimension tolerances are as follows:

- Diameter: within 1/4 inch (6.4 mm) of each other
- Circumference: within 3/4 inch (19 mm) of each other

HIGH SPEED DRIVING

SAFETY WARNING

Driving at high speed is dangerous and can cause a vehicle accident, including serious personal injury or death.

- Regardless of the speed and handling capabilities of your vehicle and its tires, a loss of vehicle control can result from exceeding the maximum speed allowed by law or warranted by traffic, weather, vehicle, or road conditions.
- High-speed driving should be left to trained professionals operating under controlled conditions.
- No tire, regardless of its design or speed rating, has unlimited capacity for speed, and a sudden tire failure can occur if its limits are exceeded. See "Tire Speed Restrictions," the next section in this manual.

Refer to your vehicle owner's manual for any tire pressure recommendations for high speed driving.

TIRE SPEED RESTRICTIONS

Bridgestone brand truck tires have maximum recommended speeds. When replacing your tires, check your vehicle owner's manual and tire information placard and consult with a Bridgestone brand truck tire retailer for recommendations and information about tire speed capability.

The speed capabilities of truck tires are based on standardized laboratory tests under specific, controlled conditions. While these tests may relate to performance on the road, real-world

driving is rarely identical to any test conditions. Your tire's actual speed capability may be less since it is affected by factors such as inflation pressure, load, tire condition (including damage), wear, vehicle condition (including alignment), driving conditions, and duration at which the speed is sustained.

TIRE SPINNING

SAFETY WARNING

Spinning a tire to remove a vehicle stuck in mud, ice, snow, or wet grass can be dangerous. A tire spinning at a speedometer reading above 35 mph (55 km/h) can in a matter of seconds reach a speed capable of disintegrating a tire with explosive force. Under some conditions, a tire may be spinning at a speed twice that shown on the speedometer. This could cause serious personal injury or death to a bystander or passenger. Never spin a tire above a speedometer reading of 35 mph (55 km/h).

TIRE STORAGE

Tires should be stored indoors in a cool, dry place where water cannot collect inside them. Tires should be placed away from electric generators/motors and sources of heat such as hot pipes. Storage surfaces should be clean and free of grease, gasoline, diesel fuel, or other substances which can deteriorate the rubber.

SAFETY WARNING

Improper storage can damage your tires in ways that may not be visible and can lead to a failure resulting in serious personal injury or death.

The spare tire in your vehicle is intended to be used as a spare when needed. The spare tire carrier is not intended to be used for long term storage.

TIRE SERVICE CUSTOMER SATISFACTION

Normal tire maintenance and Limited Warranty services are available at locations across the U.S.A. Visit us at <https://commercial.bridgestone.com>, or call 1-800-815-9793 to find an authorized Bridgestone brand truck tire retailer nearest you.

Additional information on the care and service of truck tires is available from the following organizations:

U.S. Tire Manufacturers Association
1400 K Street, N.W.
Washington, DC 20005-2403
www.ustires.org

Tire and Rubber Association of Canada
A19-260 Holiday Inn Drive
Cambridge, ON, N3C 4E8
www.tracanada.ca

TIRE REGISTRATION

Registration of your tires is an important safety precaution since it enables the manufacturer to notify you in the event of a recall. When you purchase replacement tires, the retailer will provide a registration card on which the tire identification numbers have been recorded; fill in your name and address on the card and mail it promptly. Some retailers may submit the registration for you. Registration can also be completed at www.BridgestoneTire.com. You do not need to register original equipment tires on new vehicles as the vehicle manufacturer handles that for you.

For Assistance or Information

1. First contact the nearest Bridgestone truck tire dealer by consulting the yellow pages of your local telephone book.
2. If additional assistance is required, call or write the nearest Bridgestone Technical Service Center listed below.

**BRIDGESTONE TOLL FREE NUMBER
1-800-847-3272**

**Bridgestone Americas Tire Operations, LLC
200 4th Ave. South, Nashville, TN 37201**



WARRANTIES

FARM HARD
Firestone



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FARMING HAS
FEW GUARANTEES.

— THIS IS —

ONE OF THEM.



Line Items # 11.1-11.4,
12.1-12.316.1-16.17

TIRES COVERED

This Limited Warranty covers all original-tread Firestone brand radial agricultural tires, including "Destination Farm" and "Destination Turf" tires but excluding "Performer EVO" tires, purchased or manufactured after June 1, 2018 (except tires made for or used in pulling contests), if they are used in normal agricultural service. It does not cover tires marked "NO ADJ" or "NA" (non-adjustable) or tires not containing the Firestone serial number. Tires branded DT (damaged tire) are not adjustable for appearance. Tires are adjustable for ride-related conditions only during the first six months of service and up to 1/32nd of an inch of tread wear.

WHAT IS WARRANTIED

If, before wearing down to 2/32nds of an inch of tread or bar depth remaining, any tire covered by this Limited Warranty becomes unusable for any reason within the manufacturer's control, such tire will be replaced with an equivalent new Firestone tire on the basis set forth in the section titled "Limited Warranty Period and Pro Rata Percentages" on the following page. Some examples of causes or conditions normally beyond the manufacturer's control are:

1. Field or road hazards or stubble damage (e.g., cut, snag, puncture, stubble damage, impact break, tear or chunk in tread, bar or shoulder);
2. Apparent overload or improper inflation pressure or abuse;
3. Wheel misalignment, rim slip, tire/wheel assembly imbalance, mismatching of adjacent tires, or other vehicle conditions, defects or characteristics;

- 4. Conditions caused by land-leveling or earth-moving operations;
- 5. Improper repair or improper insertion of sealant, balancing or filler materials;
- 6. Intentional alteration of either the appearance or the physical characteristics of the tire;
- 7. Mounting damage or conditions caused by aging or improper storage; and
- 8. Failure to observe any of the "Owner-User's Obligations" items listed elsewhere in this publication.

This Limited Warranty is in addition to, and/or may be limited by, any other applicable written warranty you may have received concerning special tires or situations.

LIMITED WARRANTY PERIOD AND PRO RATA PERCENTAGES

During the first two years of service (proof-of-purchase must be attached to claim form), if the tire is worn less than 25%, the tire will be replaced without charge including normal mounting and service charges.

After the free replacement period, the replacement price will be prorated based on years of service from the original purchase date (proof-of-purchase must be attached to claim form, or if proof-of-purchase is not available or if tire was not purchased new, then based on years from date of manufacture, which is molded into the sidewall of the tire), as set forth on the following page.

Years of Service or Age During	If Worn Less Than	Pro Rata Collection
3rd Year	30%	30%
4th Year	40%	40%
5th Year	50%	50%
6th Year	60%	60%
7th Year	70%	70%
8th Year	80%	80%
9th Year	90%	90%
After the end of the 9th year, coverage expires. 100%		

To determine the replacement price, the appropriate pro rata percentage is multiplied by the Firestone owner-user's regular buying price. Appropriate taxes, mounting or other service charges will be added to the replacement price.

CONDITIONS AND EXCLUSIONS

To the extent permitted by law, Bridgestone Americas Tire Operations, LLC disclaims all warranties, express or implied, other than the warranties stated in this Limited Warranty, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.

TO THE EXTENT PERMITTED BY LAW, BRIDGESTONE AMERICAS TIRE OPERATIONS, LLC DISCLAIMS LIABILITY FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL AND PUNITIVE DAMAGES, LOSS OF TIME OR PROFITS, LOSS OF VEHICLE USE, OR INCONVENIENCE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES.

Some states do not allow the exclusion or limitation of incidental or consequential damages, so this limitation or exclusion may not apply to you.

Only the actual owner-user of the covered tires may make an adjustment claim under this Limited Warranty and Commercial Adjustment Policy, and only for tires used in the 50 United States and the District of Columbia.

Nothing in this Limited Warranty is intended to be a representation that failures cannot occur.

OWNER-USER'S OBLIGATIONS

Proper tire care is necessary to obtain maximum hours of usage and wear.

The owner-user's obligations are to operate tires within tire load and speed limits (at cold-air pressures specified by Bridgestone Americas Tire Operations, LLC for load and speed according to individual tire size, type and load capacity) and to maintain proper alignment of wheels.

In case of an adjustment claim, the owner-user must present the tire to an authorized Firestone dealer or store, complete and sign the customer section of the adjustment claim form, attach to the claim form a copy of the proof-of-purchase showing the date the tire was purchased new or proof-of-purchase of the new agricultural equipment that the tire came on, and pay the appropriate replacement price, taxes and service charges for a new, current, equivalent Firestone brand tire.

The obligation of Bridgestone Americas Tire Operations, LLC under this Limited Warranty and Commercial Adjustment Policy may not be enlarged or altered by anyone.



LIMITED WARRANTY FOR

PERFORMER EVO RADIAL TIRES

TIRES COVERED

This Limited Warranty covers original-tread Firestone brand radial agricultural tires under “Performer EVO” name, purchased or manufactured after June 1, 2018, if they are used in normal agricultural service. It does not cover tires marked “NO ADJ” or “NA” (non-adjustable) or tires not containing the Firestone serial number. Tires branded DT (damaged tire) are not adjustable for appearance. Tires are adjustable for ride-related conditions only during the first six months of service and up to 1/32nd of an inch of tread wear.

WHAT IS WARRANTIED

If, before wearing down to 2/32nds of an inch of tread or bar depth remaining, any tire covered by this Limited Warranty becomes unusable for any reason within the manufacturer’s control, such tire will be replaced with an equivalent new Firestone tire on the basis set forth in the section titled “Limited Warranty Period and Pro Rata Percentages” on the following page. Some examples of causes or conditions normally beyond the manufacturer’s control are:

1. Field or road hazards or stubble damage (e.g. cut, snag, puncture, stubble damage, impact break, tear or chunk in tread, bar or shoulder);
2. Apparent overload or improper inflation pressure or abuse;
3. Wheel misalignment, rim slip, tire/wheel assembly imbalance, mismatching of adjacent tires, or other vehicle conditions, defects or characteristics;

- 4. Conditions caused by land-leveling or earth-moving operations;
- 5. Improper repair or improper insertion of sealant, balancing or filler materials;
- 6. Intentional alteration of either the appearance or the physical characteristics of the tire;
- 7. Mounting damage or conditions caused by aging or improper storage; and
- 8. Failure to observe any of the "Owner-User's Obligations" items listed elsewhere in this publication.

This Limited Warranty is in addition to, and/or may be limited by, any other applicable written warranty you may have received concerning special tires or situations.

LIMITED WARRANTY PERIOD AND PRO RATA PERCENTAGES

During the first year of service (proof-of-purchase must be attached to claim form), if the tire is worn less than 10%, the tire will be replaced without charge including normal mounting and service charges.

After the free replacement period, the replacement price will be prorated based on years of service from the original purchase date (proof-of-purchase must be attached to claim form, or if proof-of-purchase is not available or if tire was not purchased new, then based on years from date of manufacture, which is molded into the sidewall of the tire), as set forth on the following page.

Years of Service or Age During	If Worn Less Than	Pro Rata Collection
2nd Year	20%	20%
3rd Year	30%	30%
4th Year	60%	60%
5th Year	80%	80%
6th Year	90%	90%
After the end of the 6th year, coverage expires. 100%		

To determine the replacement price, the appropriate pro rata percentage is multiplied by the Firestone owner-user's regular buying price. Appropriate taxes, mounting or other service charges will be added to the replacement price.

CONDITIONS AND EXCLUSIONS

To the extent permitted by law, Bridgestone Americas Tire Operations, LLC disclaims all warranties, express or implied other than the warranties stated in this Limited Warranty, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.

TO THE EXTENT PERMITTED BY LAW, BRIDGESTONE AMERICAS TIRE OPERATIONS, LLC DISCLAIMS LIABILITY FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL AND PUNITIVE DAMAGES, LOSS OF TIME OR PROFITS, LOSS OF VEHICLE USE, OR INCONVENIENCE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES.

Some states do not allow the exclusion or limitation of incidental or consequential damages, so this limitation or exclusion may not apply to you.

Only the actual owner-user of the covered tires may make an adjustment claim under this Limited Warranty and Commercial Adjustment Policy, and only for tires used in the 50 United States and the District of Columbia.

Nothing in this Limited Warranty is intended to be a representation that failures cannot occur.

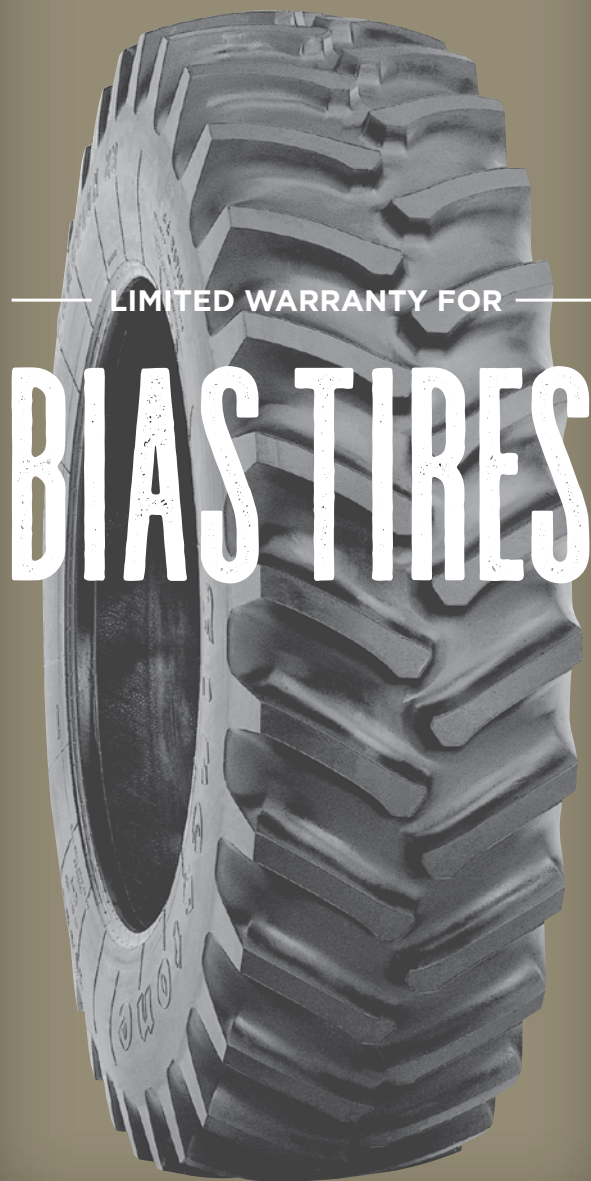
OWNER-USER'S OBLIGATIONS

Proper tire care is necessary to obtain maximum hours of usage and wear.

The owner-user's obligations are to operate tires within tire load and speed limits (at cold-air pressures specified by Bridgestone Americas Tire Operations, LLC for load and speed according to individual tire size, type and load capacity) and to maintain proper alignment of wheels.

In case of an adjustment claim, the owner-user must present the tire to an authorized Firestone dealer or store, complete and sign the customer section of the adjustment claim form, attach to the claim form a copy of the proof-of-purchase showing the date the tire was purchased new or proof-of-purchase of the new agricultural equipment that the tire came on, and pay the appropriate replacement price, taxes and service charges for a new, current, equivalent Firestone brand tire.

The obligation of Bridgestone Americas Tire Operations, LLC under this Limited Warranty and Commercial Adjustment Policy may not be enlarged or altered by anyone.



TIRES COVERED

This Limited Warranty covers all original-tread Firestone brand bias ply agricultural tires, including rears, floats, fronts and implements, purchased or manufactured after June 1, 2018 (except tires made for or used in pulling contests), if they are used in normal agricultural service. It does not cover tires marked "NO ADJ" or "NA" (non-adjustable) or tires not containing the Firestone serial number. Tires branded DT (damaged tire) are not adjustable for appearance. Tires are adjustable for ride-related conditions only during the first six months of service and up to 1/32nd of an inch of tread wear.

In addition, this policy applies to selected Bridgestone brand lawn & garden and small tractor sizes (with designation G-1, G-2, R-1, R-2, R-3) will be managed by the same ag bias 6-year warranty policy based on date of sale or date of equipment purchase.

WHAT IS WARRANTIED

If, before wearing down to 2/32nds of an inch of tread or bar depth remaining, any tire covered by this Limited Warranty becomes unusable for any reason within the manufacturer's control, such tire will be replaced with an equivalent new Firestone tire on the basis set forth in the section titled "Limited Warranty Period and Pro Rata Percentages" on the following page. Some examples of causes or conditions normally beyond the manufacturer's control are:

1. Field or road hazards or stubble damage (e.g. cut, snag, puncture, stubble damage, impact break, tear or chunk in tread, bar or shoulder);

- 2. Apparent overload or improper inflation pressure or abuse;
- 3. Wheel misalignment, rim slip, tire/wheel assembly imbalance, mismatching of adjacent tires, or other vehicle conditions, defects or characteristics;
- 4. Conditions caused by land-leveling or earth-moving operations;
- 5. Improper repair or improper insertion of sealant, balancing or filler materials;
- 6. Intentional alteration of either the appearance or the physical characteristics of the tire;
- 7. Mounting damage or conditions caused by aging or improper storage; and
- 8. Failure to observe any of the "Owner-User's Obligations" items listed elsewhere in this publication.

This Limited Warranty is in addition to, and/or may be limited by, any other applicable written warranty you may have received concerning special tires or situations.

LIMITED WARRANTY PERIOD AND PRO RATA PERCENTAGES

During the first year of service (proof-of-purchase must be attached to claim form), if the tire is worn less than 10%, the tire will be replaced without charge including normal mounting and service charges.

After the free replacement period, the replacement price will be prorated based on years of service from the original purchase date (proof-of-purchase must be attached to claim form, or if proof-of-purchase is not available or if tire was not purchased new, then based on years from date of manufacture, which is molded into the sidewall of the tire), as set forth on the following page.

Years of Service or Age During	If Worn Less Than	Pro Rata Collection
2nd Year	20%	20%
3rd Year	30%	30%
4th Year	60%	60%
5th Year	80%	80%
6th Year	90%	90%
After the end of the 6th year, coverage expires. 100%		

To determine the replacement price, the appropriate pro rata percentage is multiplied by the Firestone owner-user's regular buying price. Appropriate taxes, mounting or other service charges will be added to the replacement price.

CONDITIONS AND EXCLUSIONS

To the extent permitted by law, Bridgestone Americas Tire Operations, LLC disclaims all warranties, express or implied, other than the warranties stated in this Limited Warranty, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.

TO THE EXTENT PERMITTED BY LAW, BRIDGESTONE AMERICAS TIRE OPERATIONS, LLC DISCLAIMS LIABILITY FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL AND PUNITIVE DAMAGES, LOSS OF TIME OR PROFITS, LOSS OF VEHICLE USE, OR INCONVENIENCE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES.

Some states do not allow the exclusion or limitation of incidental or consequential damages, so this limitation or exclusion may not apply to you.

Only the actual owner-user of the covered tires may make an adjustment claim under this Limited Warranty and Commercial Adjustment Policy, and only for tires used in the 50 United States and the District of Columbia.

Nothing in this Limited Warranty is intended to be a representation that failures cannot occur.

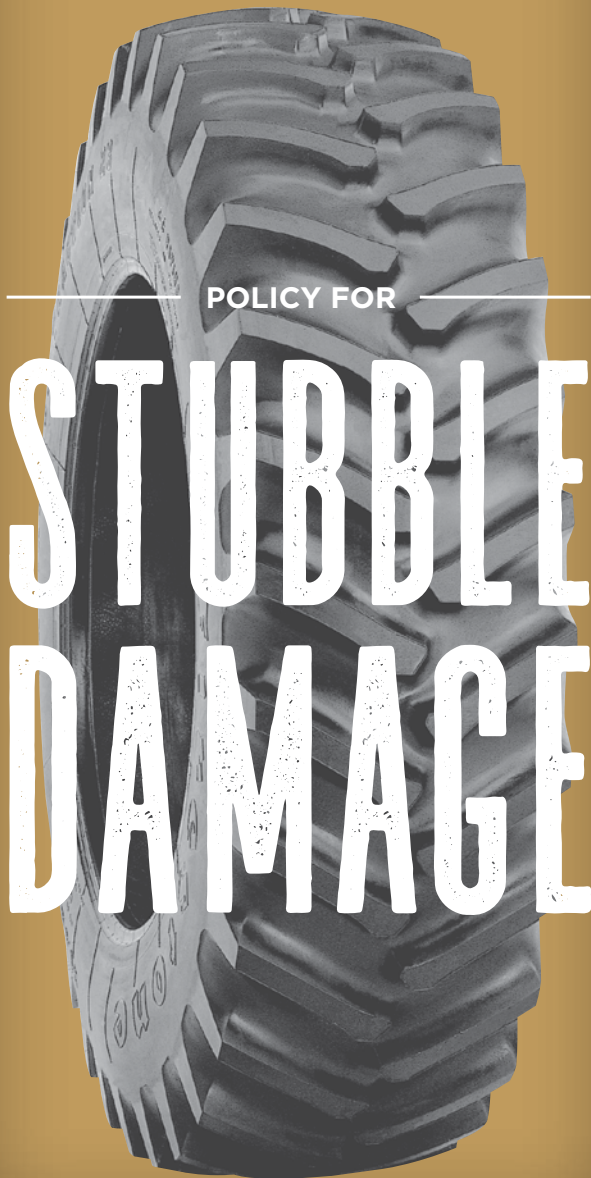
OWNER-USER'S OBLIGATIONS

Proper tire care is necessary to obtain maximum hours of usage and wear.

The owner-user's obligations are to operate tires within tire load and speed limits (at cold-air pressures specified by Bridgestone Americas Tire Operations, LLC for load and speed according to individual tire size, type and load capacity) and to maintain proper alignment of wheels.

In case of an adjustment claim, the owner-user must present the tire to an authorized Firestone dealer or store, complete and sign the customer section of the adjustment claim form, attach to the claim form a copy of the proof-of-purchase showing the date the tire was purchased new or proof-of-purchase of the new agricultural equipment that the tire came on, and pay the appropriate replacement price, taxes and service charges for a new, current, equivalent Firestone brand tire.

The obligation of Bridgestone Americas Tire Operations, LLC under this Limited Warranty and Commercial Adjustment Policy may not be enlarged or altered by anyone.



POLICY FOR

STUBBLE DAMAGE

TIRES COVERED

The Firestone Stubble Damage Policy covers all qualified Firestone brand radial and bias rears (R-1, R-1W, R-2, R-3), as wells as “Stubble Stomper” and “Destination Branded” agricultural tires purchased new or manufactured after January 1, 2009, and used in normal agricultural service. This Stubble Damage Policy does not cover tires marked “NO ADJ” or “NA” (non-adjustable), tires made for or used in pulling contests, or tires not bearing the Firestone serial number.

POLICY CONDITIONS

Only the original purchaser of the covered tire or of the agricultural equipment the tire came on may make an adjustment claim under this Stubble Damage Policy. If, in normal agricultural service, a Firestone tire covered by this Stubble Damage Policy becomes unusable or not repairable due to stubble damage, such tire will be replaced with an equivalent new Firestone tire on a pro rata basis, as set forth on the following page. You must pay as a replacement price the appropriate pro rata percentage of the owner-user’s regular buying price. You must also pay for mounting, service charges and applicable taxes.

This Stubble Damage Policy is a statement of adjustment policy coverage only. Nothing in this Stubble Damage Policy is intended to be a warranty against stubble damage or representation that failures cannot occur. Bridgestone Americas Tire Operations, LLC disclaims all warranties, express or implied, in respect of stubble damage, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.

STUBBLE DAMAGE POLICY AND PRO
RATA PERCENTAGES

The replacement price will be prorated based on years of service based on proof-of-purchase date as follows:

Years of Service or Age During	If Worn Less Than	Pro Rata Collection
1st Year	25%	25%
2nd Year	50%	50%
3rd Year	75%	75%
After the end of the 3rd year, coverage expires.		100%

To determine the replacement price, the appropriate pro rata percentage is multiplied by the Firestone owner-user’s regular buying price. Appropriate taxes, mounting, or other service charges will be added to the replacement price.

POLICY EXCLUSIONS

TO THE EXTENT PERMITTED BY LAW, BRIDGESTONE AMERICAS TIRE OPERATIONS, LLC DISCLAIMS LIABILITY FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL AND PUNITIVE DAMAGES, LOSS OF TIME OR PROFITS, LOSS OF VEHICLE USE, OR INCONVENIENCE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES.

Some states do not allow the exclusion or limitation of incidental or consequential damages, so this limitation or exclusion may not apply to you.

This Stubble Damage Policy does not cover broken beads, damage due to run flat, abuse, land leveling, vehicle projection, accident, collision, fire or vandalism. Only the original owner-user of the covered tires may make an adjustment claim under this Stubble Damage Policy, and only for tires used in the 50 United States and the District of Columbia.

OWNER-USER’S OBLIGATIONS

The owner-user’s obligations are to operate tires within tire load and speed limits (at cold-air pressures specified by Bridgestone Americas Tire Operations, LLC for load and speed according to individual tire size, type and load capacity) and to maintain proper alignment of wheels. To reduce stubble damage, the owner-user must:

- 1. Set the tire spacing to run between rows — not on stubble;
- 2. Use mechanical devices readily available through equipment manufacturers to knock down stubble;
- 3. Make first tillage pass parallel to the rows.

In case of an adjustment claim, the owner-user must present the tire to an authorized Firestone dealer or store, complete and sign the customer section of the adjustment claim form, attach to the claim form a copy of the proof-of-purchase showing the date the tire was purchased new, or proof-of-purchase of the new agricultural equipment that the tire came on, and pay the appropriate replacement price, taxes, mounting and service charges for a new, current, equivalent Firestone brand tire.

The obligation of Bridgestone Americas Tire Operations, LLC under this Stubble Damage Policy may not be enlarged or altered by anyone.



TIRES COVERED

The Firestone Field Hazard Policy covers all qualified Firestone brand radial and bias rears (R-1, R-1W, R-2, R-3), as well as “Stubble Stomper” and “Destination Branded” agricultural tires purchased new or manufactured after January 1, 2009, and used in normal agricultural service. This Field Hazard Policy does not cover tires marked “NO ADJ” or “NA” (non-adjustable), tires made for or used in pulling contests, or tires not bearing the Firestone serial number.

POLICY CONDITIONS

Only the original purchaser of the covered tire or of the agricultural equipment the tire came on may make an adjustment claim under this Field Hazard Policy. If, in normal agricultural service, a Firestone tire covered by this Field Hazard Policy becomes unusable or not repairable due to field hazard, such tire will be replaced with an equivalent new Firestone tire on a pro rata basis, as set forth on the following page. You must pay as a replacement price the appropriate pro rata percentage of the owner-user’s regular buying price. You must also pay for mounting, service charges and applicable taxes.

This Field Hazard Policy is a statement of adjustment policy coverage only. Nothing in this Field Hazard Policy is intended to be a warranty against field hazards or a representation that failures cannot occur. Bridgestone Americas Tire Operations, LLC disclaims all warranties, express or implied, in respect of field hazards, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.

FIELD HAZARD POLICY AND PRO RATA PERCENTAGES

The replacement price will be prorated based on years of service based on proof-of-purchase date as follows:

Years of Service or Age During	If Worn Less Than	Pro Rata Collection
1st Year	25%	50%
2nd Year	50%	75%
After the end of the 2nd year, coverage expires.		100%

To determine the replacement price, the appropriate pro rata percentage is multiplied by the Firestone owner-user’s regular buying price. Appropriate taxes, mounting or other service charges will be added to the replacement price.

POLICY EXCLUSIONS

TO THE EXTENT PERMITTED BY LAW, BRIDGESTONE AMERICAS TIRE OPERATIONS, LLC DISCLAIMS LIABILITY FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL AND PUNITIVE DAMAGES, LOSS OF TIME OR PROFITS, LOSS OF VEHICLE USE, OR INCONVENIENCE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES.

Some states do not allow the exclusion or limitation of incidental or consequential damages, so this limitation or exclusion may not apply to you.

This Field Hazard Policy does not cover broken beads, damage due to run flat, abuse, land leveling, vehicle projection, accident, collision, fire or vandalism. Only the original owner-user of the covered tires may make an adjustment claim under this Field Hazard Policy, and only for tires used in the 50 United States and the District of Columbia.

OWNER-USER'S OBLIGATIONS

The owner-user's obligations are to operate tires within tire load and speed limits (at cold-air pressures specified by Bridgestone Americas Tire Operations, LLC for load and speed according to individual tire size, type and load capacity) and to maintain proper alignment of wheels.

In case of an adjustment claim, the owner-user must present the tire to an authorized Firestone dealer or store, complete and sign the customer section of the adjustment claim form, attach to the claim form a copy of the proof-of-purchase showing the date the tire was purchased new or proof-of-purchase of the new agricultural equipment that the tire came on, and pay the appropriate replacement price, taxes, mounting and service charges for a new, current, equivalent Firestone brand tire.

The obligation of Bridgestone Americas Tire Operations, LLC under this Field Hazard Policy may not be enlarged or altered by anyone.



TIRES COVERED

This Limited Warranty covers original-tread Firestone brand logger service and wire-tread ply tires if they are used in normal logging service. It does not cover tires marked "NO ADJ" or "NA" (non-adjustable), or tires not containing the Firestone serial number. Tires branded DT (damaged tire) are not adjustable for appearance.

WHAT IS WARRANTIED

If, before wearing down to 2/32nds of an inch of tread or bar depth remaining, and before the end of the fifth year of service (proof-of-purchase required) or before the end of the fifth year from date of manufacture (date molded in sidewall of tire), any tire covered by this Limited Warranty becomes unusable for any reason within the manufacturer's control, such tire will be replaced with an equivalent new Firestone tire on the basis set forth in the section titled "Replacement Price" below. Some examples of causes or conditions normally beyond the manufacturer's control are:

1. Forest or road hazards (e.g., cut, snag, puncture, impact, bruise break, stone drill, projection rub, tear or chunk in tread, bar or shoulder);
2. Apparent overload or improper inflation pressure;
3. Wheel misalignment, rim slip, tire/wheel assembly imbalance, mismatching of adjacent tires, other vehicle conditions, defects or characteristics;
4. Improper repair or improper insertion of sealant, or improper balancing of filler materials;
5. Intentional alteration of either the appearance or the physical characteristics of the tire;

6. Conditions caused by aging, improper storage or severe service;
7. Failure to observe any of the "Owner User's Obligations" items listed elsewhere in this publication;
8. Mounting damage or other abuse.

For logger tires used in normal logging service, this Limited Warranty ends at the end of the fifth year of service if proof-of-purchase is available, or at the end of the fifth year from date of manufacture if no proof-of-purchase is available.

For logger tires used in earth-moving service, this Limited Warranty ends after the fifth year of service if proof-of-purchase is available, or at the end of the fifth year from date of manufacture if no proof-of-purchase is available.

This Limited Warranty is in addition to, and/or may be limited by, any other applicable written warranty you may have received concerning special tires or situations.

REPLACEMENT PRICE

Tires adjusted under this Limited Warranty will be replaced free of charge (except for mounting and service fees) during the first 10% of tread wear; thereafter, to determine the replacement price, the percent of tread wear is multiplied by the owner-user's regular buying price. Taxes, mounting fees or other service charges will be added to the replacement price.

CONDITIONS AND EXCLUSIONS

To the extent permitted by law, Bridgestone Americas Tire Operations, LLC disclaims all warranties, express or implied, other than the warranties stated in this Limited Warranty, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.

TO THE EXTENT PERMITTED BY LAW, BRIDGESTONE AMERICAS TIRE OPERATIONS, LLC DISCLAIMS LIABILITY FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL AND PUNITIVE DAMAGES, LOSS OF TIME OR PROFITS, LOSS OF VEHICLE USE, AND INCONVENIENCE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES.

Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

Only the actual owner-user of the covered tires may make an adjustment claim under this Limited Warranty and Commercial Adjustment Policy, and only for tires used in the 50 United States and the District of Columbia.

Nothing in this Limited Warranty is intended to be a representation that failure cannot occur.

OWNER-USER'S OBLIGATIONS

Proper tire care is necessary to obtain maximum hours of usage and wear.

The owner-user's obligations are to operate tires within tire load and speed limits (at cold-air pressures specified by Bridgestone Americas Tire

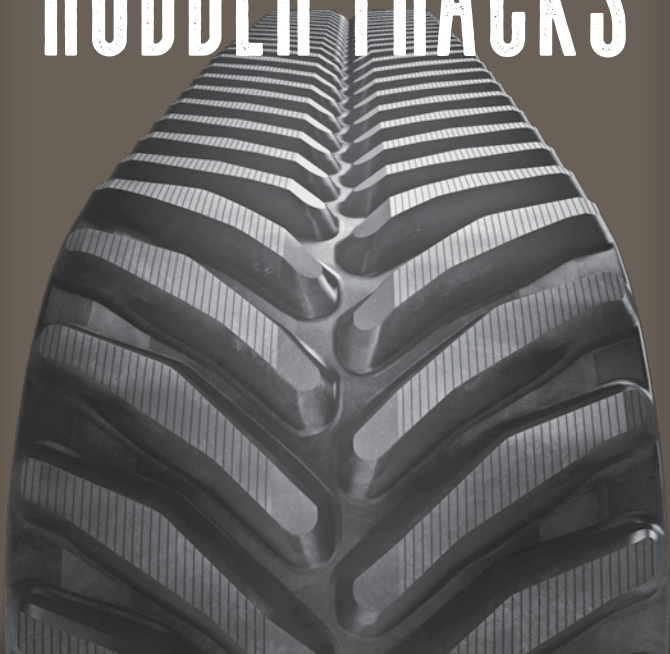
Operations, LLC for load and speed according to individual tire size, type and load capacity) and to maintain proper alignment of wheels.

In case of an adjustment claim, the owner-user must present the tire to an authorized Firestone forestry dealer or store, complete and sign the customer section of the adjustment claim form, attach to the claim form a copy of the proof-of-purchase showing the date the tire was purchased new or proof-of-purchase of the new logger equipment that the tire came on, and pay the appropriate replacement price, taxes and service charges for a new, current, equivalent Firestone brand tire.

The obligation of Bridgestone Americas Tire Operations, LLC under this Limited Warranty and Commercial Adjustment Policy may not be enlarged or altered by anyone.

— LIMITED WARRANTY FOR —

AGRICULTURAL RUBBER TRACKS



TRACKS COVERED

This Limited Warranty covers all new Firestone-branded Agricultural Rubber Tracks, used in normal agricultural service, when purchased from a Bridgestone Americas Tire Operations, LLC (BATO) authorized dealer or distributor (the “Covered Ag Tracks”).

WHAT IS WARRANTIED

Subject to the terms, limitations and exclusions of this Limited Warranty, BATO warrants to the original end user of the Covered Ag Tracks that if the track becomes unusable for any reason within the manufacturer’s control within forty-eight (48) months from the date of purchase or 4,000 hours of operation, whichever occurs first, such track will be replaced with an equivalent new Firestone-branded Agricultural Rubber Track on the basis set forth in the section on page 41 titled “Limited Warranty Period and Pro Rata Percentages.”

WHAT IS NOT WARRANTIED

1. Any damage occurring in shipment.
2. Any damage caused during installation.
3. Normal wear and tear.
4. Tracks used for any non-agricultural or industrial applications or services.
5. Any damage caused by or attributable to improper undercarriage maintenance, or use of undercarriage components or other components that are not original-equipment-manufacturer (OEM) specification.
6. Any damage caused by use of the Covered Ag Tracks on a gear-tooth drive system (positive drive system).

- 7. Any damage caused by or attributable to unauthorized alterations, modifications or repairs (including without limitation any modification or replacement of guide blocks, tread bars, lugs, or other parts or accessories), or failure to comply with BATO recommendations on use or maintenance of the Covered Ag Tracks.
- 8. Any damage caused by use in inappropriate environmental conditions, or any other use outside of BATO's recommendations or specifications.
- 9. Any damage caused by accident, misuse, abuse, overload, sabotage, neglect, mishandling, misapplication, faulty installation, or Acts of God or nature or other factors beyond BATO's control.

This Limited Warranty only covers Covered Ag Tracks that are unserviceable or unusable, and does not cover minor cosmetic deficiencies such as surface cracks, splits and other superficial distress that may impact track appearance but do not render the track unusable or measurably diminish overall life.

This Limited Warranty does not cover the cost of removing the Covered Ag Tracks or installing a replacement product.

WARRANTY CLAIMS PROCEDURE

Warranty claims must be submitted with proof-of-purchase of the Covered Ag Tracks to the nearest BATO Agricultural Products location within fifteen (15) days after the date of the incident, giving rise to the warranty claim along with photographs of the damaged area. At the sole option of BATO, the

Covered Ag Track must be available for inspection at the claimant's expense. BATO, at its sole discretion, shall examine the Covered Ag Track and determine whether damage to the Covered Ag Track was a result of workmanship and, if so, determine the applicable remedy. Warranty claim forms are available from a BATO-authorized distributor or dealer.

LIMITED WARRANTY PERIOD AND PRO RATA PERCENTAGES

If BATO determines a Covered Ag Track is unusable due to a condition covered by the Limited Warranty during Service Months (as defined on the following page) 0 through 12 and Service Hours 0 through 1,000, and has a Tread Wear Rate (as defined on the following page) of less than 25%, the Covered Ag Track shall be replaced, without charge, by a new Firestone-branded Agricultural Rubber Track.

If BATO determines the Covered Ag Track is unusable due to a condition covered by the Limited Warranty after the 12th Service Month, 1,000th Service Hour or after the Tread Wear Rate is greater than 25%, such Covered Ag Track shall be eligible for replacement with a new Firestone-branded Agricultural Rubber Track at a prorated purchase price, calculated by the customer's normal buying price multiplied by the Pro Rata Collection Percentage in the table on the following page. The Pro Rata Collection Percentage shall be determined using the Service Months, Service Hours or the Tread Wear Rate, whichever produces the greater Pro Rata Collection Percentage.

Pro Rata Collection Percentage Table

Months of Service or During	Hours of Service	If Tread Wear Rate Is	Pro Rata Collection Percentage
0-12	0-1,000	< 25%	0%
12-24	1,001-2,000	26%-49%	25%
12-36	1,001-3,000	50%-74%	50%
12-48	1,001-4,000	>75%	75%
At the end of the 48th month or after 4,000 service hours, coverage expires.			100%

For the purpose of this Limited Warranty, (i) the “Service Month” means the period from the date of purchase (proof-of-purchase required) of the Covered Ag Track by the original end user to the month in which the Warranty Claim was made; (ii) the “Service Hour” means the actual number of hours of operation from the time the Covered Ag Track has been installed on a piece of equipment; and (iii) “the Tread Wear Rate” means the percentage calculated based on the following formula, of which percentage shall be determined by BATO based on the related information of each item of the following formula:

TREAD WEAR RATE = $\frac{A - B}{A - C} \times 100$

- A = “Original Tread Depth” means the depth of the tread bars of the Covered Ag Tracks, of which depth is originally designated by BATO at the time of sale.
- B = “Average Measured Tread Depth” means the average of the measured depth of the tread bars of the Covered Ag Track at the time of the claim under this Limited Warranty. Measurement instructions to determine Average Measured Tread Depth can be found in the Firestone Agricultural Rubber Track Manual.

C = “Worn-Out Tread Depth” means the depth of the tread bars of the Covered Ag Track, which is designated by BATO as the limitation of use and service. The Worn-Out Tread Depth is 10 mm (0.4”) of the original tread.

Claims made under this Limited Warranty are only allowed if the Average Measured Tread Depth is higher than the Worn-Out Tread Depth. If the Average Measured Tread Depth is lower than the Worn-Out Tread Depth, the Covered Ag Track is considered worn out and is no longer usable, and a new Firestone Agricultural Rubber Track should be purchased at that time.

CONDITIONS AND EXCLUSIONS

Any Covered Ag Track replaced under the Limited Warranty with a new Firestone-branded Agricultural Rubber Track will be covered for the balance of the original Limited Warranty period. THIS IS THE ORIGINAL END USER’S SOLE AND EXCLUSIVE REMEDY, AND BATO’S ONLY OBLIGATION, FOR ANY DEFECTIVE FIRESTONE-BRANDED AGRICULTURAL RUBBER TRACK OR ANY BREACH OF WARRANTY WITH RESPECT TO THE FIRESTONE-BRANDED AGRICULTURAL RUBBER TRACK.

WARRANTY DISCLAIMER. OTHER THAN THE LIMITED WARRANTY DESCRIBED ABOVE, BATO MAKES NO EXPRESS OR IMPLIED WARRANTIES, CONDITIONS OR GUARANTEES, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED AND EXCLUDED.

LIMITATION OF LIABILITY. TO THE EXTENT PERMITTED BY LAW, BATO SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, DIRECT, INCIDENTAL, INDIRECT OR PUNITIVE DAMAGES, OR ECONOMIC LOSS OF ANY KIND (INCLUDING WITHOUT LIMITATION LOSS OF REVENUES OR PROFITS) ARISING OUT OF THE USE OR INABILITY TO USE THE FIRESTONE-BRANDED AGRICULTURAL RUBBER TRACK, WHETHER BASED ON THEORIES OF WARRANTY, CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, AND REGARDLESS OF WHETHER BATO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BATO'S LIABILITY FOR ANY DEFECTIVE FIRESTONE-BRANDED AGRICULTURAL RUBBER TRACK SHALL NOT IN ANY EVENT EXCEED THE PURCHASE PRICE FOR SUCH FIRESTONE-BRANDED AGRICULTURAL RUBBER TRACK.

Some states do not allow the exclusion or limitation of incidental or consequential damages, so this limitation or exclusion may not apply to you.

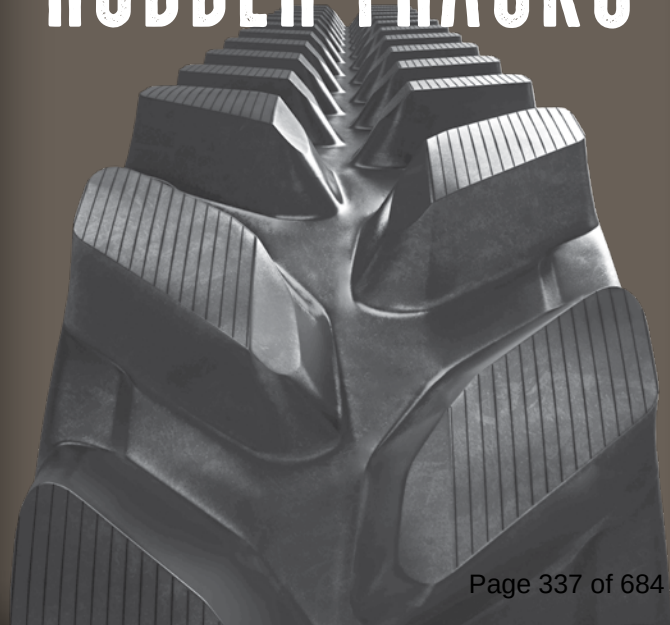
Only the actual owner-user of the Covered Ag Tracks may make an adjustment claim under this Limited Warranty, and only for tracks used in the 50 United States and the District of Columbia.

Nothing in this Limited Warranty is intended to be a representation that failure cannot occur.

Limited Pro Rata Warranty - Agriculture Use for Firestone-Branded Agricultural Rubber Tracks, Effective July 1, 2015

— LIMITED WARRANTY FOR —

AGRICULTURAL RUBBER TRACKS



TRACKS COVERED

This Limited Warranty covers new All Traction Class 5 and All Traction Class 6 Firestone-branded Agricultural Rubber Tracks purchased from a Bridgestone Americas Tire Operations, LLC (BATO) authorized dealer that are used for non-agricultural/industrial use (the "Covered Rubber Tracks"). All Traction Class 3 and All Traction Class 4 Firestone-branded Agricultural Rubber Tracks are not subject to any warranty for non-agricultural/industrial use.

WHAT IS WARRANTIED

Subject to the terms, limitations and exclusions of this Limited Warranty, BATO warrants to the original end user of the Covered Rubber Tracks that if the track becomes unusable for any reason within the manufacturer's control within twenty-four (24) months from the date of purchase or within 2,000 hours of operation, whichever occurs first, such track will be replaced with an equivalent new Firestone-branded Agricultural Rubber Track on the basis set forth in the section on page 48 titled "Limited Warranty Period and Pro Rata Percentages."

WHAT IS NOT WARRANTIED

1. Any damage occurring in shipment.
2. Any damage caused during installation.
3. Normal wear and tear.
4. Any damage caused by or attributable to improper undercarriage maintenance, or use of undercarriage components or other components that are not original-equipment-manufacturer (OEM) specification.
5. All Traction Class 3 and All Traction Class 4 Firestone-branded Agricultural Rubber Tracks.

6. Any damage caused by use of the Covered Rubber Tracks on a gear-tooth-drive system (positive-drive system).
7. Any damage caused by or attributable to unauthorized alterations, modifications or repairs (including without limitation any modification or replacement of guide blocks, tread bars, lugs, or other parts or accessories), or failure to comply with BATO recommendations on use or maintenance of the Covered Rubber Tracks.
8. Any damage caused by use in inappropriate environmental conditions, or any other use outside of BATO's recommendations or specifications.
9. Any damage caused by accident, misuse, abuse, overload, sabotage, neglect, mishandling, misapplication, faulty installation, or Acts of God or nature or other factors beyond BATO's control.

This Limited Warranty only covers Covered Rubber Tracks that are unserviceable or unusable, and does not cover minor cosmetic deficiencies such as surface cracks, splits and other superficial distress that may impact track appearance but does not render the track unusable or measurably diminish overall life.

This Limited Warranty does not cover the cost of removing the Covered Rubber Track or installing a replacement product.

WARRANTY CLAIMS PROCEDURE

Warranty claims must be submitted with proof-of-purchase of the Covered Rubber Tracks to the nearest BATO Rubber Tracks Products location

within fifteen (15) days after the date of the incident, giving rise to the warranty claim along with photographs of the damaged area. At the sole option of BATO, the Covered Rubber Track must be available for inspection at the claimant's expense. BATO, at its sole discretion, shall examine the Covered Rubber Track and determine whether damage to the Covered Rubber Track was a result of workmanship and, if so, determine the applicable remedy. Warranty claim forms are available from a BATO-authorized distributor or dealer.

LIMITED WARRANTY PERIOD AND PRO RATA PERCENTAGES

If BATO determines a Covered Rubber Track is unusable due to a condition covered by the Limited Warranty during Service Months (as defined on the following page) 0 through 12 and Service Hours 0 through 1,000, and has a Tread Wear Rate (as defined on the following page) of less than 20%, the Covered Rubber Track shall be replaced, without charge, by a new Firestone-branded Agricultural Rubber Track.

If BATO determines the Covered Rubber Track is unusable due to a condition covered by the Limited Warranty after the 12th Service Month, the 1,000th Service Hour or after the Tread Wear Rate is greater than 20%, such Covered Rubber Track shall be eligible for replacement with a new Firestone-branded Agricultural Rubber Track at a prorated purchase price, calculated by the customer's normal buying price multiplied by the Pro Rata Collection Percentage in the table on the following page. The Pro Rata Collection Percentage shall be determined using the Service Months, Service Hours or the Tread Wear Rate, whichever produces the greater Pro Rata Collection Percentage.

Pro Rata Collection Percentage Table

Months of Service or During	Hours of Service	Usable Tread Wear	
		0-20%	>21%
		Pro Rata Collection Percentage is:	
0-12	0-1,000	0%	If Greater Than 20%, Use Actual Usable Tread Wear Rate Percent

At the end of the 24th month or after 2,000 service hours, coverage expires.

Months of Service or During	Hours of Service	Usable Tread Wear				
		0-20%	21-40%	41-60%	61-80%	81-100%
		Pro Rata Collection Percentage is:				
13-24	1,001-2,000	30%	40%	60%	80%	100%

At the end of the 24th month or after 2,000 service hours, coverage expires.

For the purpose of this Limited Warranty, (i) the "Service Month" means the period from the date of purchase (proof-of-purchase required) of the Covered Rubber Track by the original end user to the month in which the Warranty Claim was made; (ii) the "Service Hour" means the actual number of hours of operation from the time the Covered Rubber track has been installed on a piece of equipment; and (iii) "the Tread Wear Rate" means the percentage calculated based on the following formula, of which percentage shall be determined by BATO based on the related information of each item of the following formula:

TREAD WEAR RATE = $\frac{A - B}{A - C} \times 100$

A = "Original Tread Depth" means the depth of the tread bars of the Covered Rubber Track, of which depth is originally designated by BATO at the time of sale.

B = "Average Measured Tread Depth" means the average of the measured depth of the tread bars of the Covered Rubber Track at the time of the claim under this Limited Warranty. Measurement instructions to determine Average Measured Tread Depth can be found in the Firestone Agricultural Rubber Track Manual.

C = "Worn-Out Tread Depth" means the depth of the tread bars of the Covered Rubber Track, which is designated by BATO as the limitation of use and service. The Worn-Out Tread Depth is 10 mm (0.4") of the original tread.

Claims made under this Limited Warranty are only allowed if the Average Measured Tread Depth is higher than the Worn-Out Tread Depth. If the Average Measured Tread Depth is lower than the Worn-Out Tread Depth, the Firestone-branded Agricultural Rubber Track is considered worn out and is no longer usable, and a new Firestone-branded Agricultural Rubber Track should be purchased at that time.

CONDITIONS AND EXCLUSIONS

Any Covered Rubber Track replaced under the Limited Warranty with a new Firestone-branded Agricultural Rubber Track will be covered for the balance of the original Limited Warranty period. THIS IS THE ORIGINAL END USER'S SOLE

AND EXCLUSIVE REMEDY, AND BATO'S ONLY OBLIGATION, FOR ANY DEFECTIVE FIRESTONE-BRANDED AGRICULTURAL RUBBER TRACK OR ANY BREACH OF WARRANTY WITH RESPECT TO THE FIRESTONE-BRANDED AGRICULTURAL RUBBER TRACK.

WARRANTY DISCLAIMER. OTHER THAN THE LIMITED WARRANTY DESCRIBED ABOVE, BATO MAKES NO EXPRESS OR IMPLIED WARRANTIES, CONDITIONS OR GUARANTEES, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED AND EXCLUDED.

LIMITATION OF LIABILITY. BATO SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, DIRECT, INCIDENTAL, INDIRECT OR PUNITIVE DAMAGES, OR ECONOMIC LOSS OF ANY KIND (INCLUDING WITHOUT LIMITATION LOSS OF REVENUES OR PROFITS) ARISING OUT OF THE USE OR INABILITY TO USE THE FIRESTONE-BRANDED AGRICULTURAL RUBBER TRACK, WHETHER BASED ON THEORIES OF WARRANTY, CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, AND REGARDLESS OF WHETHER BATO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BATO'S LIABILITY FOR ANY DEFECTIVE FIRESTONE-BRANDED AGRICULTURAL RUBBER TRACK SHALL NOT IN ANY EVENT EXCEED THE PURCHASE PRICE FOR SUCH FIRESTONE-BRANDED AGRICULTURAL RUBBER TRACK.



FARM HARD Firestone

ADJUSTMENT CLAIM PROCEDURE

Please use the Alliance Limited Warranty Claim Form for all warranty tire claims. Please contact OE Warranty Department to obtain claim form. This form supersedes all prior Alliance claim forms. The claim procedure is:

Complete the claim form entirely. Use additional tab for each claim tire.

1. Take the following required photos (JPEG format, 15mb or smaller – using a digital camera that will save the photos in this format) for each tire claimed:
 - a. Picture of the whole tire,
 - b. Picture of the tread,
 - c. Picture of the serial number (and DOT if applicable),
 - d. Pictures of the areas of the condition including one of the inner liner at the damage area. (Please note that a minimum of two (2) photos of the defect are required.)
2. Submit the completed claim form, photos, and invoice via email for processing. If email is not possible, please fax completed claim form, photos, and invoice.
3. Claims received in good order with the photos and invoice will be processed within 1-2 business days.
4. Processing of claims not received in good order will be delayed, and we will notify you of the deficiency in documentation.
5. For questions regarding claims or claims processing, please contact:

OE Warranty Customer Service Manager

Tel: (800) 343-3276 Ext. 230

Fax: (781) 321-1688

Email: oeclaims@atgtire.com



For more warranty information, the owner or dealer may contact:

Canada and U.S.A:

ALLIANCE TIRE AMERICAS, INC

201 Edgewater Drive, Suite 285

Wakefield, MA 01880

Monday – Friday 8:00 AM – 5:00 PM EST

Tel: (800) 343-3276 Ext. 230

Fax: (781) 321-1688

E-mail: oeclaims@atgtire.com

Web: www.atgtire.com



GALAXY / PRIMEX / CONSTELLATION OE LIMITED WARRANTY



This limited warranty applies to all Galaxy, Primex and Constellation tires eligible for warranty in normal service, displaying “Adjustable Conditions”, as described below. This warranty is valid only in North America.

ELIGIBILITY

This limited warranty shall apply only to Galaxy/Primex/Constellation tires, which conform to all terms, and conditions set forth below (an “Eligible Tire”).

1. Tires that bear the “Galaxy/Primex/Constellation” names and a serial numbers; *and*
2. Tires that are not marked “non Adjustable” or “Not ADJ” or “NA”; *and*
3. Tires that are within age limits (see below) for adjustment consideration; *and*
4. Tires with at least 2/32 of tread remaining; *and*
5. Tires used in accordance with the recommendations of vehicle manufactures, and the maintenance and safety recommendations of the tire manufacturer’s in normal service; *and*
6. Only the original purchaser of the tire is entitled to compensation under this warranty.



ADJUSTMENT CONDITION

A tire shall be regarded as being in "Adjustable Condition" only if:

- 1. Workmanship and Materials Defects
 - That tire becomes unusable due to a condition or conditions under the manufacturer's control; and
 - That tire becomes unserviceable or non-repairable per Rubber Manufacturer Association (RMA) standards; and
 - Damage caused to a tire due to normal use of the tire on a vehicle for the purpose intended by the manufacturer of the vehicle for said vehicle and for the purpose intended by the manufacturer of the tire
- 2. Field Hazard and Stubble Damage
 - A tire that becomes unserviceable due to field hazards or stubble damage will be replaced for the original owner on a pro rata basis provided the tire was not used in any manner other than originally specified by Alliance, or as described below regarding non-adjustable conditions.
- 3. Adjustment consideration shall be based on the purchase date of the tire, if proof of purchase in the form of a valid invoice exists. If proof of purchase is not available, adjustment consideration will be based on the date of manufacture of the tire which is molded into the sidewall of the tire.

GALAXY, PRIMEX OR CONSTELLATION TIRES
TERMS AND PRO RATA

The Galaxy, Primex and Constellation limited warranty is for 5 years.

Galaxy tires that are worn less than 25%, and deemed in "Adjustable Condition" will be replaced without charge excluding mounting and service charges.

Primex or Constellation tires that are worn less than 10% or 2/32" whichever occurs first and deemed in "Adjustable Condition" will be replaced without charge excluding mounting and service charges.

After the free replacement period any adjustment will be based on the remaining tread depth less 2/32" (unusable rubber).

NON-ADJUSTABLE CONDITION (EXAMPLES ONLY)

The following are examples (only) for Non-Adjustable conditions, which shall not entitle the owner of an "Eligible Tire" to any sort of compensation:

- 1. Damage caused to a tire due to fire, accident, vandalism, mechanical defects, improper installation/service, or use of improper wheel or rim.
- 2. Tires that become unserviceable due to abusive driving such as over speeding, driving contests, pulling contests, competitive driving, logging, or any kind of use not in full accordance with the intended use of the vehicle and the recommendations of the vehicle manufacturers and with the usage and maintenance recommendations for said tire.
- 3. Damage caused by neglect or by abuse or by mismatching of adjacent tires, misalignment, runflat, improper inflation, improper operation of vehicle, over speeding, over loading, improper repair, insertion of sealant, or petroleum damage, etc.
- 4. Improper storage, chain damage, excessive heat/cold conditions or alteration of appearance or structure of tire.
- 5. Tread wear out, or tire failure resulting from spinning, use of damaged rim or mismatching rim, rim slip, or tire/wheel assembly imbalance.
- 6. Damaged or broken beads due to non-RMA approved mounting or dismounting procedure.
- 7. Foam filling in the tire.

FIELD HAZARD AND STUBBLE DAMAGE POLICY

This Field Hazard and Stubble Damage policy only applies to Galaxy R-1W tires and tires made with "Stubble Guard".

This policy adjustment is good for 3 years and does not imply that a failure cannot occur to a tire.

After the end of the 3rd year the coverage for this policy expires.

Service From Date of Purchase or Date of Manufacture	FIELD HAZARD & STUBBLE DAMAGE Amount of Credit Toward The Cost of a Replacement Tire as Percentage of Original Purchase Price of Tire
Year 1	75%
Year 2	50%
Year 3	25%

GENERAL TERMS



- 1. Tire warranty determinations and decisions on claims are final.
- 2. There are no other warranties, expressed or implied, (including but not limited to warranties of fitness for a particular purpose or merchantability) on the tires, and no representative or dealer has the authority to make any representation, promise or agreement, implying otherwise, except as stated herein.
- 3. Compensation according to this warranty is limited, shall be paid only in accordance with The Limited Warranty Procedure; and shall not, under any circumstances, exceed the tire purchase price.
- 4. This Warranty does not cover, nor does it extend to, special, consequential, incidental, punitive or exemplary damages of any sort; or to inconvenience or loss of time or vehicle use; or bodily harm or death; or towing, mounting or sevice costs; even if advised of the possibility of such loss damages.*

* Some states do not allow the exclusion or limitation of incidental or consequential damages. In those states, the above limitations may not apply.

LIMITED WARRANTY

OFF-THE-ROAD AND RADIAL AGRICULTURAL TIRES

Line Item # 14.11-14.12, 14.16-14.18 & 14.24

LIMITED WARRANTY

The following warranty contains certain rights and obligations that pertain to Maxam brand Off-The-Road (OTR) and Radial Agricultural (AG) tires with bead diameter 24" and larger. Please review these rights and obligations carefully.

DEFINITION

This Limited Warranty covers all Maxam branded Off-The-Road (OTR) and radial agricultural tires (AG) with bead diameter 24" and larger as designated in Maxam OTR and AG product listings (price books and leaflets). It does not apply to used, DA, or "NA" (not adjustable) tires. Industrial, Port, Construction, Bias Agricultural, and Solid tires are also not covered under this policy.

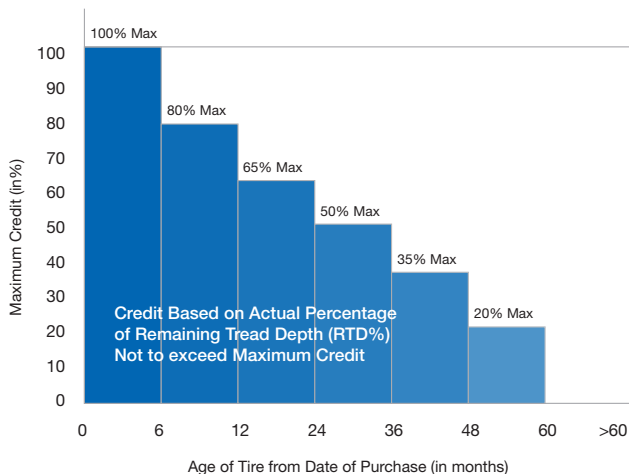
ELIGIBILITY

Every tire bearing the name Maxam and with a complete serial number moulded in the sidewall is warranted to be free from manufacturing defects within the manufacturer's control. If an examination by an authorized Maxam representative shows that any such tire failed as a result of manufacturing defects, it will, at the option of Maxam, either be repaired at no charge, or a credit will be issued toward the purchase price of a replacement tire, being a comparable Maxam OTR product. This credit will be determined by applying the lesser of the percentage of remaining tread depth (RTD%) and the maximum age based credit shown in the following chart. The replacement percentage will be multiplied by the original purchase price of the tire (excluding any taxes or duties) to determine the amount of credit to be applied. All adjusted tires will be disabled and the serial numbers will be removed. Customer is responsible for the disposal of all adjusted tires. This warranty coverage is for tires used within published designed specifications for Maxam tires. To be eligible for warranty, the tire must have at least 5/32nds of remaining tread. Any use outside such specifications automatically voids this warranty. Please consult Maxam technical leaflets, etc. for design specifications.

TIME PERIOD

This warranty applies for a maximum period of five years (60 months) from date of tire purchase. If no invoice or documentation of the tire purchase can be provided, the date of tire manufacture will be used. The date of manufacture can be determined by the first six digits in the serial number code.

AMOUNT OF CREDIT TO CUSTOMER FOR MANUFACTURING DEFECTS



LIMITATIONS

This Limited Warranty is applicable to the original purchaser and is not assignable to subsequent purchasers. No Maxam dealer, agent, or representative has the authority to make or imply any representation, promise or agreement which in any way varies or extends the terms of this warranty. Any tire, no matter how well manufactured, may fail in service or become unserviceable due to conditions beyond the control of the manufacturer. This Limited Warranty is under no circumstances a representation that a tire failure cannot occur. This limited warranty gives you specific rights and you may also have other rights which may vary from jurisdiction to jurisdiction. To the extent that the provisions of any applicable legislation expressly replace, eliminate, amend or prohibit any term or terms contained herein, such term or terms shall be accordingly replaced, eliminated, amended or extended, as the case may be, in accordance with such legislation.

LIMITED WARRANTY EXCLUSIONS

ALL OTR TIRES AND TUBES

All OTR/AG warranties are subject to the following exclusions:

1. Tire claims submitted more than 60 months from the date of purchase.
2. Tires for which alternative warranties or guarantees have been negotiated.
3. Tires with less than 5/32nds remaining tread depth.
4. Tire used under chains. Maxam does recognize that in many applications tire chains provide enhanced tire protection and may extend tire life. In these cases, Maxam may extend special negotiated warranties. Please consult your Maxam representative for details.
5. Damage resulting from misuse, improper mounting, misapplication, use of non-approved rims, improper inflation, overloading, running flat, misalignment or imbalance of wheels/rims, defective brakes or shock absorbers, abuse, wilful damage, oil, chemical action, fire or other externally generated heat, use of studs, water or other material entrapped inside the tire, vehicle damage or road hazards (such as rock cuts, punctures, cut separations, impacts, flex breaks).
6. Claims for irregular wear or rapid tread wear are not covered by this limited warranty.
7. Any tire which is operated above its Ton-Mile per Hour (TMPH) or Tonne-Kilometer per Hour (TKPH) rating.
8. Tires mounted with tubes or o-rings not approved by Maxam.
9. Repaired or Retreaded tires.
10. Any modifications to the tire (added buttress shoulders, re-grooving, re-lugging, etc.) void all warranties.
11. Any material added to the tire (tire fill, sealer, balancer, etc.) is not covered by this limited warranty and will not be compensated for in case of credit being issued for the tire.
12. Use of a solid type fill (such as urethane) voids all warranties.
13. Any costs associated with the repair of tires are not covered unless previously approved by Maxam.
14. Costs of mounting and balancing following pro-rated replacement or repair of tires or tubes, and applicable federal, state, provincial, and local taxes, are not covered under this warranty.
15. Cost of disposal of warranted tires. Disposal of tires is the sole responsibility of the customer.
16. All other warranties, including the implied warranties of merchantability and fitness for a particular purpose, are expressly disclaimed to the extent permitted by law.
17. ALL OBLIGATIONS OR LIABILITIES FOR INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGE ARE HEREBY EXCLUDED TO THE EXTENT PERMITTED BY LAW, INCLUDING ECONOMIC LOSS, LOSS OF PROFIT, LOSS OF USE OF VEHICLE, LOSS OF TIME, PERSONAL INJURY OR DEATH.

TO OBTAIN WARRANTY SERVICE

1. Contact an authorized Maxam dealer or representative. Please be prepared to provide proof of purchase of the product, purchase date, and serial number.
2. The authorized dealer or representative will contact Maxam to arrange the inspection of the tire in question and processing of your claim. The dealer has no authority or responsibility to make the determination as to eligibility for coverage under this warranty.

MAXAM

WWW.MAXAMTIRE.COM



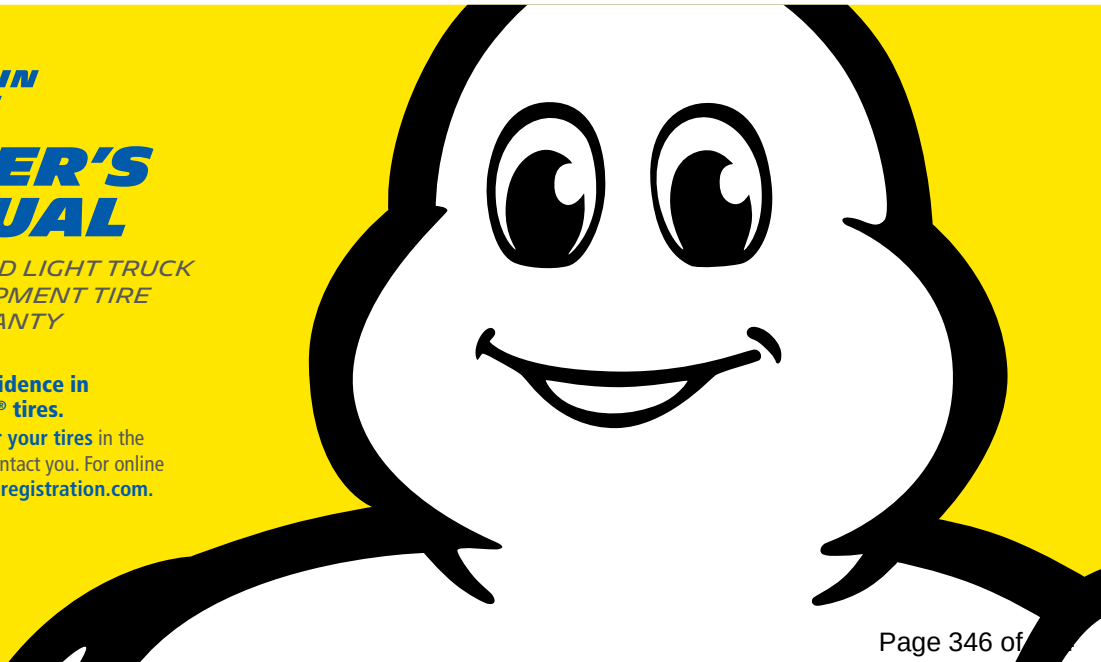


OWNER'S MANUAL

*PASSENGER AND LIGHT TRUCK
ORIGINAL EQUIPMENT TIRE
LIMITED WARRANTY*

**Have complete confidence in
your new MICHELIN® tires.**

It's important to **register your tires** in the event that we need to contact you. For online tire registration, visit **tireregistration.com**.



MICHELIN® PASSENGER AND LIGHT TRUCK TIRE LIMITED WARRANTY

ABOUT THIS WARRANTY

As the original purchaser of a vehicle equipped with MICHELIN® passenger or light truck tires, you are covered by all the benefits and conditions (subject to the maintenance recommendations and safety warnings) contained in this booklet. To ensure your understanding of and compliance with the terms and conditions of this warranty, please read it carefully. It is essential that you also read and understand the safety and maintenance recommendations for tires contained in this booklet.

WHAT IS COVERED AND FOR HOW LONG?

MICHELIN passenger and light truck tires that are used in normal service on the vehicle on which they were originally fitted are covered as follows:

Workmanship and Materials

If there is a defect in workmanship and materials during the life of the original usable tread, or six (6) years from date of purchase (whichever comes first), your tire may be replaced on a pro rata basis under this warranty. After six (6) years or the wear of the original usable tread, whichever occurs first, all warranties, expressed or implied, expire.

The “date of purchase” refers to the date on your sales invoice. If you cannot find your sales invoice, the date will be calculated based on the date of manufacture which is molded on the sidewall of your tire.

The “life of the usable tread” refers to the original tread worn down evenly across the face of the tread to the level of the treadwear indicators, which is 2/32nds of an inch (1.6 mm) of tread remaining. Uneven wear is defined as a tread groove difference of 2/32nds of an inch or more across the face of the tread on the same tire.

WHAT IS NOT COVERED

This warranty does not cover tires damaged due to misuse, abuse or accident such as:

- Road hazards (e.g., cuts, snags, bruises, impact damage or punctures);
- Incorrect mounting of the tire, tire/wheel imbalance or improper repair;
- Misapplication, improper maintenance, racing, underinflation, overinflation or other abuse;
- Uneven or rapid wear which is caused by mechanical irregularity in the vehicle such as wheel misalignment (a measured tread difference of 2/32nds of an inch or more across the face of the tread on the same tire);
- Accident, fire, chemical corrosion, tire alteration or vandalism;
- Flat spotting caused by improper storage or brakelock;
- The addition of liquid, solid or gaseous materials other than air, nitrogen or carbon dioxide (for example, waterbase sealers or balancing substances);

MICHELIN® PASSENGER AND LIGHT TRUCK TIRE LIMITED WARRANTY

- Minor cosmetic ozone or weather cracking;
- Use of MICHELIN® Self-Supporting Zero Pressure (ZP) tires without a properly operating low air pressure warning system.
- Use of MICHELIN tires that is inconsistent with the safety and/or maintenance information provided in your owner's manual.

Other limitations include but are not limited to the following:

- Michelin does not cover Original Equipment tires for mileage.

WHAT WILL MICHELIN DO?

If a tire is covered, and 2/32nds of an inch (1.6mm) or less of the original tread is worn (or 25% or less, whichever is more beneficial to you), and it is within 12 months of the date of purchase, Michelin will, free of charge, replace your tire with a comparable new MICHELIN® replacement tire, mount the tire, and balance the tire. You must pay the cost of any other service charges and applicable taxes.

If a tire is covered, and more than 2/32nds of an inch of original tread has been worn (or more than 25%, whichever is more beneficial to you), or it has been more than 12 months from the date of purchase, Michelin will replace the tire with a comparable new MICHELIN replacement tire on a pro rata basis. This means that you will be responsible for paying a portion of the cost. The Michelin tire retailer will determine the portion for which you will be responsible by multiplying the percentage of the original usable tread worn, by the current

selling price at the adjustment location or the price in the current Michelin Base Price List, whichever is lower. You also will be responsible for paying in-full the cost of mounting and balancing the tire, and the cost of any other service charges and applicable taxes.

HOW DO I GET A REPLACEMENT?

Take your tire to any MICHELIN tire retailer. The retailer will require that you provide one or more the following:

1. The vehicle on which the tire was used,
2. Personal identification (e.g. Driver's License),
3. Your vehicle registration,
4. Payment if you owe a pro rata share for the replacement,
5. A completed Service Record form, and Original Owner/Tire Installation Information Form,
6. Your original invoice and copy of this Owner's Manual.

Self-Supporting Tires Zero Pressure (ZP)

As the purchaser of a MICHELIN® Self-Supporting Zero Pressure (ZP) passenger tire, mounted on a vehicle approved for ZP tires, equipped with a properly operating low tire pressure warning system, you are covered by this warranty. Please pay close attention to the Owner's Manual part of this booklet since it provides specific safety and maintenance information for your ZP tires.

MICHELIN® PASSENGER AND LIGHT TRUCK TIRE LIMITED WARRANTY

MICHELIN® Self-Supporting Zero Pressure (ZP) tires are part of a very sophisticated system which is designed to provide a very simple benefit: Peace of Mind. With these tires, you can maneuver the vehicle up to 50 miles (80 kilometers) at 55 mph (90 kph), unless otherwise specified in your vehicle owner's manual, even though the tire has lost all air! That means time to exit from the highway and get to a place where the tire can be inspected, replaced, or possibly returned to service. The distance that can safely be travelled following an air loss incident will depend upon the conditions under which the vehicle is operating, the degree of air loss, the extent of the damage causing the air loss, the ambient temperature, the load, and the operating speed of the vehicle. The fewer miles you travel after an air loss incident, the greater the likelihood that the tire can be re-inflated (or, if punctured, repaired) and returned to service.

Michelin Tires with the Acoustic Logo



Michelin tires with the Acoustic logo are covered under this warranty. These tires are treated with acoustic foam, and have specific instructions for repair by tire professionals at Michelin authorized dealers.

Michelin Tires with the Self-Seal Logo



Michelin tires with the Self-Seal logo are covered under this warranty. These tires are designed to seal in the event of a puncture, and have specific instructions for repair by tire professionals at Michelin authorized dealers.

WHAT CONDITIONS AND EXCLUSIONS APPLY?

This warranty does not provide compensation for loss of time, loss of use of vehicle, inconvenience or consequential damage. Some states do not allow the exclusion or limitation of incidental or consequential damages, so these limitations or exclusions may not apply to you.

This warranty limits the length of all express and implied claims. Some states do not allow limitations on how long an implied warranty lasts, so this limitation may not apply to you.

Tires presented for claim remain the property of the consumer, and Michelin is not responsible for loss of or damage to tires which are in the custody or control of a Michelin tire retailer for the purpose of inspection for warranty claims. In the event of a disputed claim, the consumer must make the tire available for further inspection. Tires accepted for claim become the property of Michelin.

No Michelin representative, employee or retailer has the authority to make or imply any representation, promise or agreement, which in any way varies the terms of this warranty. These limited warranties apply only in the United States and Canada.

This warranty gives the user specific legal rights, and the user may also have other rights which vary from state to state.

MICHELIN® PASSENGER AND LIGHT TRUCK TIRE LIMITED WARRANTY

HOW DO I DISPUTE ISSUES CONCERNING THIS WARRANTY?

ALL CLAIMS ARISING FROM THIS LIMITED WARRANTY OR THE MARKETING, SALE OR PERFORMANCE OF THE PURCHASED PRODUCT AGAINST MICHELIN NORTH AMERICA, INC. AND ITS AGENTS, EMPLOYEES, DEALERS, AFFILIATES, PARENT OR SISTER CORPORATIONS, RELATED CORPORATE ENTITIES, PREDECESSORS, SUCCESSORS OR ASSIGNS (HEREINAFTER COLLECTIVELY "MICHELIN") SHALL BE SUBJECT TO BINDING ARBITRATION. You and Michelin acknowledge your and its right to litigate claims, disputes and controversies arising out of or in connection with this limited warranty or the marketing, sale or performance of the purchased product in court, but prefer to resolve any such claims, disputes and controversies through arbitration and hereby waive the right to litigate such claims, disputes and controversies in court upon election of arbitration by either party. Therefore, you and Michelin agree that all claims, disputes, and controversies between you and Michelin arising out of or in connection with this limited warranty, or any other warranties, express or implied, including a failure of warranty, or any claims arising out of or in connection with the marketing, sale or performance of the purchased product, including but not limited to claims for consumer fraud or brought under any consumer protection statute, but excluding claims for personal injury or property damage, shall be finally resolved solely by arbitration, upon election by either party, according to the formal dispute resolution procedures then in effect of the National Arbitration Forum, or if the National Arbitration Forum is no longer conducting such arbitrations, a successor organization thereto or

such other private arbitration service as you and Michelin shall mutually agree (the actual authority involved, the "Arbitral Body"). The Arbitral Body shall decide the issues submitted in accordance herewith, provided that all substantive questions of law will be determined under the laws of the State in which you purchased the product at issue. You agree that no claim subject to arbitration shall be arbitrated as a class action, or on a class-wide or representative basis, or on behalf of the general public, or on behalf of other persons that may be similarly situated. You agree that you do not have the right to act as a private attorney general, a class representative, or to participate as a member of a class of claimants with any claim subject to arbitration. You further agree that no claim subject to arbitration shall be heard by a jury and that any judgment or award of the Arbitral Body will be final and not subject to judicial review. All arbitrations will be conducted as document hearings. Each party shall bear its own costs arising from and associated with the document hearing with the exception of the arbitrator's fee which will be borne by all parties in equal shares. If either party requests any procedures beyond a document hearing, the requesting party will be responsible for all fees, including filing and administrative fees, above and beyond the fees required for document hearings. Any award of the arbitrator(s) may be entered as a judgment and shall be enforceable in any court of competent jurisdiction. The arbitrators will have no authority to award punitive or other damages not measured by the prevailing party's actual damages, except as may be required by statute. Information about arbitration may be obtained and claims may be filed at any office of the National Arbitration Forum or at P.O. Box 50191, Minneapolis, MN 55405.

TIRE SAFETY AND MAINTENANCE

THE IMPORTANCE OF MAINTAINING SAFE TIRES

The tire is the only contact between your vehicle and the road surface. Following the inspection and maintenance instructions in this owner's manual is critical to help ensure safe use and longer tire life. Visit the Safe Driving page at michelinman.com for more information about the important safety instructions and procedures in this owner's manual.

SAFETY MAINTENANCE INFORMATION

Read this Owner's Manual, the information on the sidewall of your tires, your vehicle owner's manual and the tire information placard that came on your vehicle, for essential safety and maintenance information.

While you should have complete confidence in your new MICHELIN® tires, it's important to register your tires so we can contact you about any new safety developments. For online tire registration, visit tireregistration.com.

TIRE FAILURE – SAFETY WARNING

Any tire may fail as a result of an improperly repaired puncture, impact damage, improper inflation, overloading, a crack, a bulge or other distortion, or other conditions resulting from use or misuse. Tire failures, such as a rapid air loss or a tread and belt detachment, may increase risk of injury, death, or property damage. To reduce the risk of a tire failure, you should thoroughly read and

follow the instructions in this manual, your vehicle owner's manual, the tire information placard on the vehicle (located in the vehicle's door jamb, inside the fuel hatch, or on the glove compartment door), and tire sidewall information regarding safety warnings, proper tire use, and proper tire maintenance.

CONTROLLING A VEHICLE WHEN A TIRE FAILURE OCCURS

If a tire failure occurs, you may hear a loud noise, feel a vibration, or feel the vehicle pull toward the side of the failed tire. If that happens, DO NOT BRAKE OR ABRUPTLY TURN THE STEERING WHEEL. Instead, slowly remove your foot from the accelerator and hold the steering wheel firmly while steering to remain in your lane. Once the vehicle has slowed and is fully in your control, apply the brakes gently, safely pull over to the shoulder, and come to a stop in the safest location possible. Inspect all tires. If any tire looks flat or low, or shows detachment or any other damage, replace the wheel and tire with a properly inflated spare after first inspecting the spare for visible damage. Bumps, bulges, or cracks in any tire may indicate detachment within the tire body and require inspection by a qualified tire professional. If any tire, including the spare, has bumps, bulges, cracks, or other visible damage, do not resume driving with that tire. If you have no other option, you should drive as slowly and cautiously as possible until you can obtain towing or mechanical assistance. If the spare tire is not properly inflated, do not resume driving with that tire unless you have no other option, in which case you should drive only as slowly as is safely possible in the traffic conditions until you can both get the spare tire properly inflated and have it checked by a tire professional to ensure that it is safe to use.

PROPER INFLATION



DRIVING ON ANY TIRE THAT DOES NOT HAVE THE CORRECT INFLATION PRESSURE IS DANGEROUS

An underinflated tire builds up excessive heat that may result in sudden tire failure and an accident. If your tires are those that came as original equipment on your vehicle when it was new, refer to the tire information placard that came on your vehicle (located in the vehicle's door jamb, inside the fuel hatch, or on the glove compartment door), for the recommended operating pressures. For replacement tires, ask your Michelin tire retailer for the correct inflation pressure; if you do not, refer to the tire information placard that came on your vehicle (located in the vehicle's door jamb, inside the fuel hatch, or on the glove compartment door), for the recommended operating pressures. These inflation pressures must be maintained as a minimum. Never exceed the Maximum Pressure rating stated on the tire sidewall. Note that proper inflation pressures for rear tires may differ from proper inflation pressures for front tires. The Maximum Pressure rating on the tire is normally not equal to the placard pressure.

CHECK THE COLD INFLATION PRESSURE IN ALL YOUR TIRES, INCLUDING THE SPARE, AT LEAST ONCE EACH MONTH

Failure to maintain correct inflation may result in improper vehicle handling and may cause rapid and irregular tire wear, sudden tire failure, loss of vehicle control, and an accident. Therefore, inflation pressures should be checked at least once each month and before every long-distance trip. This applies to all tires, including sealant types and self-supporting tires, which are as susceptible to losing air pressure as any other type of tire if not properly maintained. Pressures should be checked before the tires have been driven on or after they have been allowed to cool down to the ambient air temperature. Driving for even a short distance causes tires to heat up and their air pressure to increase, and recommended tire pressures are for tires that have not been heated by recent driving on them.

UNDERINFLATION AND OVERINFLATION MUST BE CHECKED WITH A TIRE PRESSURE GAUGE

Tires must be checked monthly with a tire pressure gauge. It is impossible to determine whether tires are properly inflated by simply looking at them. It is almost impossible to feel or hear when a tire is being run underinflated or overinflated. Use an accurate tire pressure gauge to check tire pressure each month. Small and inexpensive tire pressure gauges are available. You should keep one in your vehicle's glove box or trunk and use it monthly and as otherwise needed.

SELF-SUPPORTING ZERO PRESSURE™ (ZP) TIRES AT LOW OR ZERO AIR PRESSURE

The handling characteristics of a vehicle with a deflated Self-Supporting Zero Pressure (ZP) tire (whether front or rear) are not the same as those of a vehicle with normally inflated tires. Avoid high speeds and hard cornering whenever a low-pressure warning is activated. Even a Self-Supporting Zero Pressure (ZP) tire can build up excessive heat when run underinflated for an extended period of time. The length of time and distance a Self-Supporting Zero Pressure (ZP) tire will perform at low or zero inflation will depend on the severity of the event causing air loss, the ambient temperature, the speed at which the tire is operated, and the conditions under which the tire is operated. In particular, hard braking, cornering, and other sharp maneuvers will greatly reduce the length of time the tire can perform at low or zero inflation. Continuous use of an underinflated tire may lead to sudden tire failure and an accident. If a tire at low or zero pressure begins to vibrate or cause difficulty in vehicle handling, replace it immediately with the temporary spare. If Self-Supporting Zero Pressure (ZP) tires are supplied as original equipment, refer to the vehicle owner's manual for complete details on the low tire pressure warning system designed to alert you in the event of a low pressure condition.

MICHELIN® SELF-SUPPORTING ZERO PRESSURE™ (ZP) TIRES MUST BE USED ONLY WITH AN OPERATIONAL, MICHELIN APPROVED, LOW TIRE PRESSURE WARNING SYSTEM. Otherwise, all provisions of the limited warranty are void. For a list of approved systems, see your Michelin tire retailer or call 1-800-847-3435. NOTE: Some MICHELIN Self-Supporting Zero Pressure (ZP) tires can only

be mounted on special SH-M (Symmetric Hump - Modified) wheels. These tires bear the special SH-M designation, molded into the sidewall of the tire, next to the ZP designation. DO NOT MOUNT A TIRE WITH THE SH-M DESIGNATION ON THE SIDEWALL ON A STANDARD WHEEL. DOING SO VOIDS THIS LIMITED WARRANTY AND COULD CAUSE THE TIRE TO BECOME UNSERVICEABLE AT LOW OR ZERO PRESSURE, RESULTING IN SERIOUS PERSONAL INJURY OR DEATH. For a list of approved systems, see your participating Michelin® tire retailer, or call 1-800-847-3435. For all types of tires, consult your vehicle owner's manual or the tire information placard that came on your vehicle (located in the vehicle's door jamb, inside the fuel hatch, or on the glove compartment door) for recommended operating pressures. Recommended operating pressures will be provided by a Michelin tire retailer for self-supporting ZP tires. These inflation pressures must be maintained as a minimum. Never exceed the Maximum Pressure rating shown on the tire sidewall.

FOR SELF-SUPPORTING ZERO PRESSURE (ZP) TIRES, CHECK INFLATION PRESSURES AS SOON AS POSSIBLE FOLLOWING A LOW PRESSURE WARNING

Be certain to ensure that your vehicle's Tire Pressure Monitoring System (TPMS) is functioning and is correctly calibrated. Refer to your vehicle owner's manual or your vehicle dealer. Low pressure warning systems are designed to alert the driver to a low inflation situation in at least one tire on the vehicle. While your ZP tires are designed to provide continued mobility in the event of an air loss, the sooner you respond to a warning and take corrective action, the greater the likelihood that the tire can be returned to service. Always visually inspect your Self-Supporting

tires and use a pressure gauge to check the inflation in all 4 tires following any low pressure warning (unless advised to do otherwise by the manufacturer of your low pressure warning system). If the tire pressure is at or below 18 PSI, proceed to the Michelin tire retailer for ZP tires (or a representative of your vehicle manufacturer if advised to do so in your vehicle owner's manual) and have the tire demounted and thoroughly inspected for possible internal damage. If you are unable to see any damage to the tire, and the tire pressure is more than 18 PSI, reinflate your tire to the proper inflation. When tires have cooled, check inflation again. If any tire has lost more than 5 PSI from the previous pressure check, have the tire inspected at once by a Michelin tire retailer (or representative of your vehicle manufacturer if your vehicle owner's manual so advises.) Failure to do so may cause irreparable damage to the tire and result in sudden tire failure and an accident.

TIRE PRESSURE MONITORING SYSTEMS (TPMS):

Your vehicle is likely equipped with a Tire Pressure Monitoring System (TPMS) that is designed to monitor the pressure of tires mounted on your vehicle and sends a signal to the driver if a tire pressure falls below a predetermined level. A TPMS should not replace monthly manual pressure checks for all four tires and the spare. You should manually monitor and check tire pressure inflation with a pressure gauge. Your tires should have the recommended pressure listed by your vehicle's manufacturer. This information can be found in the vehicle owner's manual and is on a placard located in the vehicle's door jamb, inside the fuel hatch, or on the glove compartment door. If you have plus-size tires that require a higher inflation pressure, your tire pressure monitoring system will require re-calibration to the new proper inflation pressure. Refer to your tire dealer/installer of plus-size tires for

proper inflation pressure. You should check air pressure in all your tires, including the spare, once each month and before every long trip. Regardless whether your spare is a full-size spare or a mini-spare, make sure that it is properly inflated. If the TPMS generates improper monitoring or signals, you should consult your vehicle owner's manual and follow up with your vehicle's manufacturer.

TIRE SPINNING

 WARNING	NEVER SPIN WHEELS ABOVE 35 MPH. NEVER ALLOW ANYONE TO STAND NEAR A SPINNING WHEEL.
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Do not spin wheels at more than 35 mph (55 km/hr) as indicated on your vehicle's speedometer. Excessive speed in a free-running, unloaded tire can cause it to "explode" from centrifugal force. The energy released by such an explosion may cause serious physical injury or death. Never allow anyone to stand near or behind a spinning tire. When in mud, sand, snow, ice, or another slippery condition, do not engage in excessive wheel spin. Accelerating the motor excessively, particularly with automatic transmission vehicles, may cause a drive tire that has lost traction to spin beyond its speed-enduring capability. This is also true when balancing a drive tire/wheel assembly on the vehicle using the vehicle engine to spin the tire/wheel assembly.

HIGH SPEED DRIVING IS DANGEROUS

Correct inflation pressure is especially important. However, at high speeds, even with the correct inflation pressure, a road hazard is more difficult to avoid, and if tire contact is made with it, there is a greater chance of causing tire damage than at a lower speed. Moreover, driving at high speed reduces the reaction time available to avoid accidents and bring your vehicle to a safe stop.

**WARNING**

DO NOT DRIVE AT SPEEDS FASTER THAN THE SPEED RATINGS FOR YOUR TIRES.
NEVER EXCEED LEGAL SPEED LIMITS OR SPEEDS REASONABLE FOR THE DRIVING CONDITIONS.

Exceeding the maximum speeds shown on this page for each type of MICHELIN® tire will cause the tire to build up excessive heat, which can cause tire damage that could result in sudden tire failure and rapid air loss. Failure to control a vehicle when one or more tires experience a rapid air loss can lead to an accident.

In any case, you should not exceed reasonable speeds as indicated by the legal limits and driving conditions.

SPEED RATING SYSTEM

The speed rating of a tire indicates the speed category (or range of speeds) at which the tire can carry a load under specified service conditions. The speed rating system used today was developed in Europe in response to the need to categorize tires into standardized speeds. A letter from A to Z symbolizes a tire's certified speed rating, ranging from 5 km/hr (3 mph) to above 300 km/hr (186 mph). This rating system (see chart on this page) describes the top speed for which a tire is certified.

When this speed rating system was originally developed, the Unlimited V category of over 210 km/hr (130 mph) was the top speed rating a tire could achieve. As manufacturers made more tires that fit into this category, it was necessary to

better regulate performance at standardized speeds to help ensure safety. The Limited V category of 240 km/hr (149 mph) was then created, and the Z or (Y) speed rating was added as the top speed rating that a tire could achieve. W and Y limited speed symbols have been added as higher speed categories.

Speed Symbol	Speed (km/hr)	Speed (mph)
L	120	75
M	130	81
N	140	87
P	150	94
Q	160	100
R	170	106
S	180	112
T	190	118
U	200	124
H	210	130
V	240	149
W	ZR	270
Y		300
(Y)		Above 300
		Above 186 (consult tire manufacturer)

Always consult the tire manufacturer for the maximum speed of Unlimited Z or (Y) tires. Speed rating is identified as a part of the tire’s sizing or service description. Exceeding the lawful speed limit is neither recommended nor endorsed.

In the latest attempt to standardize tire designations, all ratings except Unlimited Z incorporate the speed symbol and load index as the tire’s service description.

For Example:

205/60R15 91V			
205	=	Section Width in Millimeters	
60	=	Aspect Ratio	
R	=	Radial Construction	
15	=	Rim Diameter in Inches	
91V	=	Service Description (Load Index and Speed Rating)	

“Z” Rated Tires

When “Z” appears in the size description with the service description, the maximum speed is indicated by the service description.

Examples:

Tire Designation	Maximum Speed
P275/40ZR17	Above 240 km/hr (149 mph)*
P275/40R17 93Y	300 km/hr (186 mph)
P275/40ZR17 93Y	300 km/hr (186 mph)
P275/40ZR17 (93Y)	Above 300 km/hr (186 mph)*
*Consult Tire Manufacturer	

For tires having a maximum speed capability above 240 km/hr (149 mph), a “Z” may appear in the size designation.

For tires having a maximum speed capability above 300 km/hr (186 mph), a “Z” must appear in the size designation and the service description must include Y in parenthesis. Example: 275/40ZR18 (99Y). Consult the tire manufacturer for maximum speed when there is no service description.

Consult your Michelin tire retailer for maximum speed capabilities. Although a tire may be speed-rated, no vehicle should be operated in an unsafe or unlawful manner. Speed ratings are based on laboratory tests that relate to performance on the road, but are not applicable if tires are underinflated, overloaded, worn

out, damaged, altered, improperly repaired, or retreaded. Furthermore, a tire's speed rating does not imply that vehicles can be safely driven at the maximum speed for which the tire is rated, particularly under adverse road and weather conditions or if the vehicle has unusual characteristics. Michelin highway passenger tires that do not have a speed symbol on the sidewall have a maximum speed rating of 105 mph (170 kph). Light truck highway tires that do not have a speed symbol on the sidewall of the tire have a maximum speed rating of 87 mph (140 kph). Michelin winter tires that do not have a speed symbol on the sidewall or tires with Q symbols have a speed rating of 100 mph (160 km/hr). Winter tires with a speed symbol have a maximum speed rating in accordance with the symbol. The speed and other ratings of retreaded tires are assigned by the retreader and replace the original manufacturer's ratings. **IMPORTANT:** The replacement tire speed rating should be equal to or higher than the OEM tire speed rating. If a lower speed rated tire is selected, then the vehicle top speed becomes limited to that of the lower speed rating selected. The customer must be informed of the new speed restriction and that the vehicle's handling may be adversely impacted. **REMEMBER...**High speed driving can be dangerous and may damage your tires. **AND...**When driving at highway speeds, correct inflation pressure is especially important.

INSPECT YOUR TIRES, AND DO NOT DRIVE ON A DAMAGED TIRE OR WHEEL



Road hazards and objects in the road, such as potholes, curbs, glass, metal, rocks, wood, and debris, can damage a tire and should be safely avoided. If your vehicle hits any such hazard or object, however, you should promptly inspect your tires. If you see any damage to any tire or wheel, replace it with a properly inflated spare at once and have your tires, including the spare, inspected by a tire professional.

A tire that hits a road hazard or object can be damaged but not have any visible sign of damage on its surface. A tire damaged by an impact can suddenly fail a day, a week, or even months later. You may not recall having hit an object or a road hazard and may not see any tire damage, but such an event may have damaged one or more of your tires. Air loss, unusual tire wear, localized wear, or vibrations can also be signs of internal tire damage and, accordingly, should be addressed as promptly as are instances of visible tire damage.

If you suspect any damage to your tire or wheel from an impact with a curb, pothole, debris on the road, or any other road hazard or object, or if you feel or hear any unusual vibration, replace the tire and wheel with a properly inflated spare at once and immediately visit a qualified tire professional.

INSPECTION



If you see any damage to a tire or wheel, replace it with a properly inflated spare at once and visit a Michelin tire retailer.

Inspect your tires at least once per month, and immediately after contacting any road hazard or object, such as a curb, a pothole, or debris. When inspecting your tires, including the spare, check the inflation as instructed above. If the pressure check indicates that one of your tires has lost pressure of two pounds or more, look for signs of penetration, valve leakage, or wheel damage that may account for the air loss.

If you have Michelin SelfSeal tires and observe an object penetrating the tread surface, have the object removed by a trained tire technician at an authorized Michelin dealer who can then inspect the tire for potential damage.

Always look for bulges, cracks, cuts, penetrations, and abnormal tire wear, particularly on the edges of the tire tread. Any of these may be caused by misalignment, contact with road hazards or objects, or improper inflation. If any such damage is found, the tire must be inspected by your Michelin tire retailer at once. Use of a damaged tire could result in tire failure and an accident.

All tires will wear out faster when subjected to high speeds, hard cornering,

rapid starts, sudden stops, frequent driving on roads that are in poor condition, or off-road use. Roads with holes, rocks, or other objects can damage tires and cause misalignment of your vehicle. When driving on such roads, drive carefully and slowly, and before driving again at normal or highway speeds, examine your tires for any damage, such as cuts, bumps, bulges, penetrations, or unusual wear patterns.

TREAD WEAR BARS INDICATE THE LIMIT OF TREAD LIFE

MICHELIN® tires contain “Wear-Bars” in the tire tread grooves at 2/32nds of an inch (1.6mm). When the tread remaining matches the height of the Wear Bars, your tires must be replaced to ensure tire safety. Tires worn beyond this stage are extremely dangerous. For more information on checking tread depth, visit Safe Driving at michelinman.com and read the illustrated how-to information on tire inspection.

LOADING



The maximum load rating of your tires is molded on the tire sidewall. Do not exceed this rating. Follow the loading instructions of the manufacturer of your vehicle to ensure that your tires are not overloaded.

Tires loaded beyond their maximum allowable loads for the particular application will build up excessive heat that may result in sudden tire failure and an accident. Do not exceed the gross axle weight rating for any axle on your vehicle.

TRAILER TOWING

If you anticipate towing a trailer, you should visit your Michelin tire retailer for advice about the correct tire size and pressures. Tire size and pressures will depend on the type and size of trailer and hitch utilized, but in no case must the maximum cold inflation pressure or tire load rating be exceeded. Check the tire information placard that came on your vehicle, (located in the vehicle's door jamb, inside the fuel hatch, or on the glove compartment door) and the owner's manual supplied by the manufacturer of your vehicle for further recommendations on trailer towing.

Self-Supporting Zero Pressure (ZP) Tires and Trailer Towing

Operation of ZP tires at low or zero air pressure with a trailer in tow is dangerous and should be avoided. If the low pressure warning indicator is activated when a trailer is in tow, stop, disconnect the trailer, and do not continue to tow the trailer until the tire has been properly repaired and re-inflated to the proper inflation. If the tire cannot be properly repaired, it must be replaced with a new full-size, matching ZP tire, and inflated to the proper inflation, before the trailer can be safely towed again.

WHEEL ALIGNMENT AND BALANCING ARE IMPORTANT FOR SAFETY AND MAXIMUM MILEAGE FROM YOUR TIRES.



CHECK HOW YOUR TIRES ARE WEARING AT LEAST ONCE EACH MONTH

If your tires are wearing unevenly, such as the inside shoulder of the tire wearing faster than the rest of the tread, or if you detect excessive vibration, your vehicle may be out of alignment or balance. These conditions not only shorten the life of your tires but adversely affect the handling characteristics of your vehicle, which could be dangerous. If you detect irregular wear or vibration, have your alignment and balance checked immediately. Tires which have been run underinflated will show more wear on the shoulders than in the center of the tread. Read and follow the instructions on tire rotation and replacement below.

TIRE MIXING



MICHELIN® tires are radial tires. For best, safe performance, the same size and type of tire should be used on all four wheel positions, and the full size spare should be the same size and type. Before mixing tires of different types in any configuration on any vehicle, be sure to check the vehicle manufacturer's owner's manual for its recommendations. It is especially important to check the vehicle manufacturer's owner's manual when mixing, matching, or replacing tires on 4-wheel drive vehicles, as this may require special precautions.

SELF-SUPPORTING ZERO PRESSURE™ (ZP) TIRES SHOULD NOT BE MIXED WITH NON-ZP TIRES OTHER THAN THE TEMPORARY USE OF THE PROPERLY INFLATED SPARE IF THE VEHICLE IS SO EQUIPPED.

WINTER DRIVING

Tires that meet the US Tire Manufacturers Association (USTMA) definition of snow tires are marked M/S, M+S, or M&S. On such tires, normally referred to as "All-Season" tires, the "M+S" designation is molded into the sidewall. Tires without this notation are not recommended for winter driving in regions that experience winter conditions.

Although All-Season tires are designed to provide reliable performance in some winter conditions, the use of four winter tires is recommended for optimal performance. Tires designated for use in severe winter conditions are marked on at least one sidewall with the letters "M" and "S" plus a pictograph of a mountain with a snowflake on it. If such a tire needs to be temporarily replaced with a tire not so marked, you should immediately drive at a safe speed to a Michelin dealer to have the spare returned to the trunk and replaced on your vehicle by another tire with the letters "M" and "S" and the related pictograph.



TIRE ROTATION AND REPLACEMENT

To obtain maximum tread life, you must rotate your tires. You should rotate your tires every 6,000 to 8,000 miles (10,000 to 12,000 km) or as specified by your vehicle manufacturer, whichever occurs more frequently. Check your vehicle owner's manual for any recommendations by your vehicle manufacturer. Monthly inspection for tire wear is recommended. Your tires should be rotated at the first sign of irregular wear, even if it occurs before 6,000 miles (10,000 km). This is true for all vehicles. When rotating tires with a directional tread pattern, observe the arrows molded on the sidewall that show the direction in which the tire should rotate.

Care must be taken to maintain the proper rotation direction. Some Tire Pressure Monitoring Systems (TPMS) may not recognize that a tire has been moved to a different position on your vehicle. Make certain that your TPMS system is reset, if necessary, so as to correctly identify the location of each tire on your vehicle.

Refer to your vehicle owner's manual or your vehicle dealer for this information. Determine whether rotated tires require tire inflation adjustment, because front and rear position tire pressure may vary according to the vehicle manufacturer's specification due to the actual load on that wheel position. Some vehicles may have tires of different size mounted on the front versus the rear axles, and these different tires have rotation restrictions. Always check the vehicle owner's manual for the proper rotation recommendations.

Full-Size Spare

Full-size spare tires (not temporary spares) of the same size and construction should be used in a five-tire rotation and should be inspected by a tire professional during routine tire inspection. Always have spare tires inspected before installation. Tires are composed of various types of rubber compounds and other materials having performance properties essential to the proper functioning of the tire. These component properties change over time. Always check the inflation pressure of the full-size spare and look for any indication of cracking or other damage immediately before incorporating the spare into rotation. If you see any damage, or if the tire is underinflated, do not resume driving with that tire unless you have no other option, in which case you should drive only as slowly as is safely possible in the traffic conditions until you can both get the spare tire properly inflated and have it checked by a tire professional to ensure that it is safe to use. Follow the vehicle manufacturer's recommended pattern for rotation. If such a recommendation is unavailable, see a qualified tire professional.

Replacement of Two Tires

All four tires should be replaced at the same time. However, if only two tires are replaced, the new ones should be put on the rear. Deeper tread tires on the rear axle provide better handling, wet grip and evacuate water, thereby helping to avoid oversteer and loss of vehicle stability on wet surfaces. Deeper tread tires on the front axle can improve wet straight line braking and stopping distance. If only two tires are being replaced, Michelin generally recommends they be installed on the rear axle in the absence of a tire service professional's recommendation or consumer's preference to the contrary.

CUSTOMIZATION OF TIRES, WHEELS, OR SUSPENSION ON SUVs AND LIGHT TRUCKS

Due to their size, weight and higher center of gravity, vehicles such as SUVs and light trucks do not have the same handling characteristics as automobiles. Because of these different characteristics, failure to operate your SUV or truck in a proper and safe manner can increase the likelihood of vehicle rollover. Modifications to your SUV or truck tire size, tire type, wheels or suspension can change your vehicle's handling characteristics and further increase the likelihood of vehicle rollover. Whether your SUV or truck has the original equipment configuration for tires, wheels and suspension or whether any of these items have been modified, always drive safely, avoid sudden, sharp turns or lane changes and obey all traffic laws. Failure to do so may result in loss of vehicle control leading to an accident and serious injury or death.

TIRE ALTERATIONS



Do not make or allow to be made any alterations on your tires. Alterations may prevent proper performance, leading to tire damage that can result in an accident. Tires that become unserviceable due to alterations such as truing, whitewall inlays, addition of balancing or sealant liquids, or the use of tire dressing containing petroleum distillates, are excluded from warranty coverage.

TIRE REPAIRS



WHENEVER A REPAIR IS NEEDED, IMMEDIATELY SEE YOUR MICHELIN® TIRE RETAILER OR, IF ONE IS NOT READILY AVAILABLE, ANOTHER QUALIFIED TIRE PROFESSIONAL

If any MICHELIN® tire sustains a puncture, have the tire demounted and thoroughly inspected by a qualified tire professional for possible damage that

may have occurred. A tread area puncture in any MICHELIN® passenger or light truck tire can be repaired if the puncture hole is not more than 1/4" in diameter, not more than one radial cable per casing ply is damaged, and the tire has not been damaged further by the puncturing object or by running underinflated. Tire punctures consistent with these guidelines can be repaired by following the US Tire Manufacturers Association (USTMA) recommended repair procedures.

Repairs of all tires must be of the combined-plug-and-inside-patch type. Your MICHELIN tires must be removed from the wheel for inspection prior to repair. Plug-type repairs made on a tire that remains mounted on a wheel are improper and can result in an accident. A tire should be removed from the rim and inspected prior to repair. Any tire repair done without removing the tire from the rim is improper and can result in an accident. An improperly repaired tire may cause further damage to the tire by either leaking air or allowing air, moisture, and contaminants to enter the structure of the tire. An improperly repaired tire can fail suddenly at a later date and result in an accident. Never repair a tire with less than 2/32nds of an inch of tread remaining. At this tread depth, the tire is worn out and must be replaced.

STORAGE

Tires contain materials to protect their outer surfaces from ozone and weather checking. As the tire rolls and flexes, those materials continually migrate to the surface, replenishing this protection throughout the normal use of the tire. Consequently, when tires sit outdoors, unused for long periods of time (a month or more), their surfaces become dry and more susceptible to ozone and weather checking, and the casing becomes susceptible to flat spotting. For this

reason, tires should always be stored in a cool, dry, clean, indoor environment. If storage is for one month or more, eliminate the weight from the tires by raising the vehicle or by removing the tires from the vehicle. Failure to store tires in accordance with these instructions could result in damage to your tires or premature aging of the tires and sudden tire failure. When tires are stored, be sure they are placed away from sources of heat and ozone such as hot pipes and electric generators. Be sure that surfaces on which tires are stored are clean and free from grease, gasoline or other substances which could deteriorate the rubber. Tires exposed to these materials during storage or driving could be subject to sudden failure.

One reason why your spare tire should be included in the tire rotation schedule is that temperatures in a vehicle's closed trunk, especially in sunny geographical areas, can become high enough so that, over a sustained period, they can cause small cracks or other changes to the properties of a tire stored in the trunk. An accumulation of such changes can weaken the tire and, especially if the tire is not kept properly inflated, make it unsafe to use when it is needed.

PROPER TIRE MOUNTING

Tire mounting can be dangerous and must be done by professionally trained persons using proper tools and procedures as specified by the US Tire Manufacturers Association (USTMA).

Your tires should be mounted on wheels that are the correct size and type and are in good, clean condition. Wheels that are bent, chipped, rusted (steel wheels) or corroded (alloy wheels) may cause tire damage. The inside of the tire must be free from foreign material. Have your tire retailer check the wheels before

mounting new tires. Mismatched tires and rims can explode during mounting. Also, mismatched tires and rims can result in dangerous tire failure on the road. If a tire is mounted by error on the wrong-sized rim, do not remount it on the proper rim – scrap it. It may have been damaged internally (which is not externally visible) by having been dangerously stretched and could fail on the highway, resulting in an accident.

Old valves may leak. When new tubeless tires are mounted, have new valves of the correct type installed. Tubeless tires must be mounted only on wheels designed for tubeless tires, i.e., wheels that have safety humps or ledges. Always utilize valve caps capable of containing the tire's inflation, should the valve core leak. The valve cap is the primary seal against air loss. Each tire and wheel assembly should be balanced to ensure proper tire and vehicle performance and to maintain tire warranty coverage. Tires and wheel assemblies that are not balanced may cause steering difficulties, a bumpy ride, and irregular tire wear.

SPECIAL MOUNTING INSTRUCTIONS FOR SELF-SUPPORTING ZERO PRESSURE™ (ZP) TIRES

ZP tires can be more difficult to mount than conventional tires. They should be mounted and demounted only by a properly trained tire professional. ZP tires can generate a tremendous amount of heat when run at low or zero pressure. ALWAYS ALLOW A ZP TIRE TO COOL BEFORE ATTEMPTING TO HANDLE IT. FAILURE TO DO SO COULD RESULT IN INJURY OR DEATH. Michelin® ZP tires are tubeless tires designed to operate in emergency conditions at low or zero air inflation.

MICHELIN® SELF SUPPORTING ZERO PRESSURE™ (ZP) TIRES AND SPECIAL SH-M (SYMMETRIC HUMP-MODIFIED) WHEELS

Some MICHELIN® ZP tires can perform with zero pressure capability only when mounted on special SH-M wheels. These tires bear the SH-M designation immediately following the ZP designation on the sidewall of the tire.

**WARNING**

DO NOT MOUNT ZP TIRES WITH THE SH-M DESIGNATION ON STANDARD WHEELS. IN SUCH APPLICATIONS, THE TIRES MAY BECOME UNSERVICEABLE AT LOW OR ZERO PRESSURE, CAUSING SERIOUS INJURY OR DEATH.

TEMPORARY TYPE SPARE TIRES

When using any temporary type spare tire, be sure to follow the vehicle manufacturer’s instructions.

READING THE DOT

- DOT XXXX XXXX XXX (prior to August 2000)
- DOT XXXX XXXX XXX ◀ (1990-1999)
- DOT XXXX XXXX XXXX (after July 2000 to 2025)
- DOT XXXXX XXXX XXXX (transition to 13 digits beginning 2018; in effect for all plants by 2025)

THE DOT

The “DOT” symbol certifies tire manufacturer’s compliance with U.S. Department of Transportation tire safety standards. Next to the symbol is the tire identification or “serial number.” The first two characters identify the plant where the tire was manufactured. The next two characters reflect the tire size. The following one to four digits may be used at the tire manufacturer’s option as a descriptive code. The last three characters are numbers identifying the week and year of manufacture. (Example: “O25” means second week of the year of decade, e.g.: 1995, 1985, etc.) For the 1990-1999 decade MICHELIN® brand tires are marked with a triangle pointing to the last three numeric characters. Tires produced after July 2000 have an additional digit to identify a given decade. For example, 2800

means the tire was produced during the 28th week of 2000; 0201 during the 2nd week of 2001. If the last digits of your DOT number contain three numeric characters and are not marked with a triangle, consult a qualified tire professional to determine the year of manufacture.

SERVICE LIFE FOR PASSENGER CAR AND LIGHT TRUCK TIRES INCLUDING SPARE TIRES

Tires are composed of various types of material and rubber compounds having performance properties essential to the proper functioning of the tire itself. These component properties evolve over time. For each tire, this evolution depends upon many factors such as weather, storage conditions, and conditions of use (load, speed, inflation pressure, maintenance etc.) to which the tire is subjected throughout its life. This service-related evolution varies widely so that accurately predicting the serviceable life of any specific tire in advance is not possible. That is why, in addition to regular inspections and inflation pressure maintenance by consumers, it is recommended that passenger car and light truck tires, including spare tires be inspected regularly by a qualified tire specialist, such as a Michelin tire retailer, who will assess the tire's suitability for continued service. Tires which have been in use for 5 years or more should continue to be inspected by a specialist at least annually. Consumers are strongly encouraged to be aware not only of their tires' visual condition and inflation pressure but also of any change in dynamic performance such as increased air loss, noise or vibration, which could be an indication that the tires need to be removed from service to prevent tire failure. It is impossible to predict when tires should be replaced based on their calendar age alone. However, the older a tire, the greater the chance

that it will need to be replaced due to the service-related evolution or other conditions found upon inspection or detected during use. While most tires will need replacement before they achieve 10 years, it is recommended that any tires in service 10 years or more from the date of manufacture, including spare tires, be replaced with new tires as a precaution even if such tires appear serviceable and even if they have not reached the legal wear limit. For tires that were on an original equipment vehicle (i.e., acquired by the consumer on a new vehicle), follow the vehicle manufacturer's tire replacement recommendations, when specified (but not to exceed 10 years). The date when a tire was manufactured is located on the sidewall of each tire. Consumers should locate the Department of Transportation or "DOT" code on the tire. The code begins with "DOT" and ends with the week and year of manufacture. For example, a DOT code ending with "2214" indicates a tire made in the 22nd week of 2014.

REMEMBER . . . TO AVOID DAMAGE TO YOUR TIRES AND A POSSIBLE ACCIDENT:

- *INSPECT TIRES AT LEAST MONTHLY, AND IMMEDIATELY AFTER STRIKING ANY ROAD HAZARD.*
- *CHECK TIRE PRESSURE AT LEAST ONCE EACH MONTH WHEN TIRES ARE COLD AND BEFORE EVERY LONG TRIP.*
- *NEVER UNDERINFLATE OR OVERINFLATE A TIRE.*
- *NEVER OVERLOAD YOUR VEHICLE AND TIRES.*
- *ALWAYS OBEY LEGAL SPEED LIMITS AND DRIVE AT A SPEED THAT IS REASONABLE UNDER THE ROAD AND WEATHER CONDITIONS.*
- *AVOID DRIVING OVER POTHOLES, OBSTACLES, CURBS OR EDGES OF PAVEMENT.*
- *AVOID EXCESSIVE WHEEL SPINNING.*
- *IF YOU SEE ANY DAMAGE TO A TIRE, REPLACE THE TIRE WITH A PROPERLY INFLATED SPARE AND VISIT A QUALIFIED TIRE PROFESSIONAL AT ONCE.*
- *KEEP TIRES AND WHEELS PROPERLY ALIGNED, BALANCED, AND ROTATED.*
- *HAVE MOUNTING AND REPAIRS DONE BY A TIRE PROFESSIONAL.*
- *IF YOU HAVE ANY QUESTIONS, CONTACT YOUR MICHELIN TIRE RETAILER.*

FAILURE TO FOLLOW ANY OF THE RECOMMENDED PRECAUTIONS CONTAINED IN THIS OWNER'S MANUAL CAN LEAD TO ERRATIC VEHICLE BEHAVIOR OR TIRE DAMAGE, POSSIBLY RESULTING IN AN ACCIDENT.

If you see or suspect any damage to your tires or wheels, contact your local Michelin tire retailer, or visit our web site listed below for dealer locations. If further assistance is required, contact:

IN THE USA 1-800-847-3435

or write:

Michelin North America, Inc.
Attention: Consumer Care Department
Post Office Box 19001
Greenville, SC 29602-9001

or visit:

michelinman.com

IN CANADA 1-888-871-4444

or write:

Michelin North America (Canada) Inc.
2500 Daniel Johnson, Suite 500
Laval, Quebec
H7T 2P6

or visit:

michelin.ca

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MOUNTING AND ROTATION SERVICE RECORD

Installed Mileage _____

DATE OF ROTATION	ODOMETER READING	RETAILER'S NAME AND ADDRESS	RETAILER SIGNATURE	PSI (check)

ORIGINAL OWNER/TIRE INSTALLATION INFORMATION

To be completed at time of purchase

Date of Purchase: _____

Customer Information:

Name: _____

Address: _____

City: _____

State: _____ Zip Code: _____

Phone No.: _____

Vehicle Information:

Year: _____

Make/Model: _____

Vehicle odometer reading when tires installed:

Tire Size/Design: _____

Recommended Tire Pressure Front: _____ PSI

Recommended Tire Pressure Rear: _____ PSI

DOT No: _____ Tire #1:

_____ Tire #2:

_____ Tire #3:

_____ Tire #4:

TIRE REMOVAL INFORMATION

Odometer reading when tires removed: _____	Date Removed: _____	Retailer Name: _____	Retailer Signature: _____
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MICHELIN® NORTH AMERICA, INC., P.O. BOX 19001, GREENVILLE, SOUTH CAROLINA 29602-9001

AN EQUAL OPPORTUNITY EMPLOYER

LIMITED WARRANTY

[Line Items # 14.14-14.15, 14.19-14.20](#)

STANDARD COVERAGE

If your TRAILER MASTER tire becomes unserviceable as a result of an eligible adjustable condition during the first 10% of tread life, the owner will be compensated 100% of the value of the tire. After that amount, TRAILER MASTER will offer a prorated mileage credit, down to 25% remaining tread depth, towards purchasing a comparable TRAILER MASTER brand tire. The owner must pay for mounting, balancing, and any other additional charges, such as taxes and freight. TRAILER MASTER shall not be responsible for any other fees incurred as a part of any exchange, labor, or additional costs resulting from this guarantee. TRAILER MASTER shall not be responsible for any damage or other issues caused by the improper installation (including any of the exclusions below), balancing, or selection of tire—including the selection of size, specification, type, or use of such tire (including those obligations under the “Owner’s Obligations section below”) that the manufacturer of your vehicle, trailer, travel trailer, or RV trailer does not recommend. All terms and conditions of this guarantee are limited to the terms and conditions contained in this guarantee.

TRAILER MASTER includes the Standard Coverage and the additional coverages listed below.

4-YEAR MANUFACTURER WARRANTY

The 4-Year Manufacturer Warranty is a non-prorated replacement for any manufacturing defects in material and workmanship under normal and intended use. Non-intended uses include racing, off-road use, or competition use. If a manufacturing defect in material or workmanship occurs, the tire will be replaced at no charge, on a non-prorated basis to the consumer.

CONDITIONS AND EXCLUSIONS

TRAILER MASTER warranties are limited to the original purchaser and the original vehicle on which they are installed, and such warranties and guarantees are not assignable to subsequent purchasers or vehicles. All warranties and guarantees by TRAILER MASTER are only applicable in the United States and Canada. This warranty does not cover any tires used or equipped on a vehicle registered or operated outside the United States and Canada.

The Limited Warranty does NOT cover the following:

- Tire branded or marked “blem,” “Non-Adjustable (N/A),” or previously adjusted.

- Failure, damage, or irregular wear due to:

 - Road hazards (i.e., punctures, cuts, snags, bruises, impact breaks, etc.), wreck or collision;

 - Fire, accident, or vandalism;

 - Mechanical condition of the vehicle, including misalignment, wheel imbalance, faulty shocks or brakes;

 - Misapplication of tire or use of improper inner tube;

 - Alteration of the tire or addition of foreign material.

 - Use of tire chains, tire spinning, racing, off-road use, or other competitive activities.

 - Costs of mounting and balancing service.

 - Costs related to tire pressure monitoring systems.

Costs related to shipping and transportation of the tire.

Loss of time or use, inconvenience, or any incidental or consequential damages.

Improper use or operation including, but not limited to: improper tire and vehicle maintenance, running flat or run with severe underinflation, misuse, abuse, accident fire or chemical corrosion, underinflation, overinflation, overloading, over deflection, or failure to follow recommended rotation practices.

Improper installation, improper mounting or dismounting, misapplication, improper repairs, wheel misalignment, or imbalance in the tire/wheel assembly.

Tire size, load, and speed rating do not match the tire specifications outlined in your vehicle owner's manual.

Tires with the Department of Transportation (DOT) number removed or rendered illegible; tires must bear the DOT prescribed tire identification numbers.

Ride complaints after the first 1/32nd of tread wear or due to damaged wheels or any vehicle condition.

TRAILER MASTER does not warrant any work performed by the dealer, including, but not limited to their selection, fitment, mounting and balancing, inspection, or repair of any tire.

INELIGIBLE TIRES

Tires are not eligible for warranty if:

The subject tire or tires are not presented and available for inspection at an authorized dealer.

The subject tire or tires are worn beyond the tread wear bar indicators (less than 2/32nd of remaining tread).

Uniformity issues after the first 1/32nd of tread wear.

CONSUMER RIGHTS

This Limited Warranty gives you specific legal rights; you may also have other rights, which vary from state to state.

TRAILER MASTER disclaims all other warranties, express or implied, including the implied warranty of merchantability, the implied warranty of fitness for a particular purpose and liability for incidental and consequential damages (i.e., loss of time, loss of use of vehicle, road services, towing charges, inconveniences, etc.).

Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above exclusions may not apply to you.

NO ONE (including a TRAILER MASTER employee, representative, or dealer) has the authority to vary the terms of this Limited Warranty. *

OWNER'S OBLIGATION

When making a claim, you must return the tire to be replaced to your TRAILER MASTER tire dealer and sign the customer signature section of the TRAILER MASTER Tires Claim Form.

Proper vehicle and tire care are necessary to obtain the expected wear from a tire. Therefore, it is your obligation to properly maintain your tires and the vehicle upon which they are mounted, including:

1. Operating your tires at the inflation pressures recommended by the tire and vehicle manufacturer.
2. Keeping your tire and wheel assemblies in balance.
3. Proper wheel alignment.
4. Maintaining steering and suspension components to be within manufacturer specifications.

We recommend that you have your TRAILER MASTER tire dealer inspect your tires any time you notice irregular or uneven tread wear and rotate them, if necessary.

Failure to follow any of the above-mentioned Owner Obligations may be considered a breach of the warranty agreement and result in the termination of the warranty agreement. Furthermore, TRAILER MASTER reserves the right to review each warranty claim and deny the warranty application based on failing to follow any of the above-mentioned Owner Obligations.

* TRAILER MASTER reserves the right to change the terms and conditions of all warranties at any time.

CLAIMS PROCESS

To make a claim under this Limited Warranty, you must:

1. Present the subject tires, the original copy of this Limited Warranty and the original sales invoice to an authorized TRAILER MASTER tire dealer.
2. Complete and sign the TRAILER MASTER Limited Warranty Claim form provided by the dealer, keep a copy for your records, and leave the tire with the dealer.
3. If you purchased the tire from an Internet or mail-order merchant, you would need to submit your claim, together with the dismounted tire, to that merchant. You are responsible for all the costs of dismounting and shipping. Your claim will be administered in accordance with the Limited Warranty that was in effect when you purchased the tires.

FORMS



Limited
Warranty



Limited
Warranty Claim
Form

CONTACT INFORMATION

TRAILER MASTER
5118 Park Avenue, Suite 601
Memphis, TN 38117

Ⓢ Every effort has been made to verify the accuracy of the listed specifications. Transamerica Tire cannot be held responsible for any discrepancies, and as such the information should be considered as approximate.

Mississippi
STATE OF ~~TEXAS~~ §
Marion
COUNTY OF ~~HIDALGO~~ §
Columbia
CITY OF ~~EDINBURG~~ §

**AGREEMENT BETWEEN THE CITY
OF EDINBURG AND **VENDOR** FOR
NEW TIRES, RETREADS AND FLAT
REPAIR SERVICES**

Southern Tire Mart, LLC
The City of Edinburg (hereinafter called "City"), **VENDOR**, (herein called "Vendor"), are parties to this agreement to provide service as specified in the Request for Bid # **2026-** specifications.

RECITALS

WHEREAS, the City desires to engage the Vendor for certain products and services in connection therewith; and,

WHEREAS, Vendor represents that is has the knowledge, ability, equipment, and personnel to properly provide products and services needed by the City;

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

SECTION I
EMPLOYMENT OF VENDOR

Vendor agrees to provide all labor, materials, and equipment necessary to provide products and perform work as described in Exhibit A - Request for Bid No. **2026-** and proposal submitted by Vendor. City agrees to employ Vendor to furnish and provide products and related services as stated in this agreement and Exhibit "A". Upon receipt of such goods and services to the City's satisfaction, City agrees to pay Vendor as stated in this Agreement.

SECTION II
SERVICES OF VENDOR

A. The Vendor shall, in the scope of its work, provide service (herein called "Product") as specifically identified in **Exhibit "A"**, Request for Bid No. **2026-**, and in the proposal submitted by Vendor. Signatures by both parties on this Agreement shall be deemed authorization to proceed.

B. Nothing contained in this Agreement is intended by the parties to create a partnership or joint venture between the parties, and any implication to the contrary is hereby expressly disavowed. It is understood and agreed that this Agreement does not create a joint enterprise, nor does it appoint either party as an agent of the other for any purpose whatsoever. Except as otherwise specifically provided herein, neither party shall in any way assume any of the liability of the other for acts of the other or obligations of the other.

SECTION III
RESPONSIBILITIES OF CITY

A. City will facilitate Vendor's work with the following tasks:

1. Provide Vendor with its requirements for the Product.
2. Assist Vendor by providing information reasonably available to the City and pertinent to the Product.
3. Give prompt written notice to Vendor whenever City observes or otherwise becomes aware of any defects in Product.

SECTION IV **RESPONSIBILITIES OF VENDOR**

- A. Vendor shall deliver the Product described in **Exhibit “A”**.
- B. Vendor shall perform with care, skill, and diligence, in accordance with the applicable professional standards currently recognized by its profession, and shall be responsible for the professional quality, technical accuracy, and completeness of the Product furnished under this Agreement. Vendor shall comply with all applicable federal, state, and local laws, ordinances, codes, and regulations in delivering the Product. If Vendor fails to meet applicable professional standards, Vendor shall without additional compensation correct or revise any errors or deficiencies, with or without request to do so by the City.
- C. Vendor shall keep the City informed regarding the Products delivered under this Agreement. In connection with the delivery of the Products by Vendor, Vendor agrees to promptly and fully disclose to City any information regarding the Product as City may request.
- D. City’s review, approval, or acceptance of Product shall not in any way relieve Vendor of responsibility for the technical adequacy of the Product. Neither City’s review, approval, or acceptance of, nor payment for, any of the Product shall be construed as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.
- E. Vendor shall be and shall remain liable, in accordance with applicable law, for all damages to City caused by Vendor’s negligent performance related to the Product furnished under this Agreement. Vendor shall not be responsible for any time-delays in the project caused by circumstances beyond Vendor’s control.
- F. Vendor’s obligations under this clause are in addition to the Vendor’s other expressed or implied obligations under this Agreement or state law and in no way diminish any other rights that City may have against Vendor for Vendor’s errors or omissions.

SECTION V **PAYMENT AND FEES**

- A. City agrees to pay Vendor for service herein contracted pursuant to the unit prices equal to or less than those listed in Exhibit “A”. Nothing in this agreement will restrict the Vendor from providing service at unit pricing less than the listed unit item price in Exhibit “A”.

B. All invoices, billing statements, and shipping reports will be computer generated. Hand written invoices, billing statements, shipping reports are not acceptable.

C. City is to be billed on a monthly basis. The billing statement is to include a line item format.

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

- a. Claims have been made against City based on Vendor's conduct in the performance or furnishing of Services, or City has incurred costs, losses, or damages resulting from Vendor's conduct in the performance or furnishing of Services, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, and non-compliance with Laws and Regulations;
- b. Vendor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with Services and related work;
- c. City has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;
- d. City has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;
- e. Any Services are defective, requiring correction or replacement;
- f. City has been required to correct defective Services or has accepted defective Services;
- g. Liens have been filed in connection with the Services; or
- h. Other items entitle City to a set-off against the payment amount.

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

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

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

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

SECTION VI

TERM OF AGREEMENT

A. Except as provided below, this Agreement, and the Services to be performed under it, shall commence on the date this Agreement is executed by both parties, and shall continue thereafter through September 30, 2026.

B. City may terminate this Agreement upon giving 30 days' prior written notice thereof to Vendor. In addition, City shall have the right, upon written notice, to cancel this Agreement with 10 days' notice providing an opportunity to cure if, in the City's sole judgment, Vendor breaches or violates any of the provisions of this Agreement.

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

D. The City reserves the right to suspend this Agreement, with or without cause, in whole or in part, upon giving notice to Vendor. Vendor shall resume delivering Product to the City when directed to do so by the City. The City shall have no liability to Vendor except for charges for Product delivered by Vendor and accepted by the City prior to receipt of notice of suspension of Services.

E. Upon termination or suspension of this Agreement under this Section, the City may obtain the services of another entity to deliver Product under this Agreement.

SECTION VII

ALTERNATE DISPUTE RESOLUTION/NEUTRAL PARTY

A. If any dispute, controversy, or claim between or among the Parties arises under this Agreement or is related in any way to this Agreement or the relationship of the Parties hereunder (a "Dispute"), the Parties shall first attempt in good faith to settle and resolve such Dispute by meeting at a mutually agreeable time and place to discuss the Dispute within seven (7) days following the original written notice of any Dispute by the party making such a claim. The Parties shall seek to resolve the Dispute in writing within fourteen (14) days following the original written notice of any Dispute by the party making such a claim.

B. If a mutual resolution and settlement are not obtained at the meeting, the Parties shall participate in good faith in formal mediation, within thirty (30) days following the original written notice of any Dispute, with a mutually agreeable mediator at a mutually agreeable time and place. No settlement reached under this provision shall be binding on the Parties until reduced to a writing signed by a representative of Vendor and the City Manager. Unless the parties expressly agree otherwise, each party shall bear its own costs and legal and expert fees incurred in the mediation, and evenly share the costs of the mediator. If after proceeding in good faith the parties, with the assistance of a neutral mediator, do not resolve the dispute within forty-five (45) days following the original written notice of any Dispute, the parties may proceed in accordance with the section below.

SECTION VIII

CONTROLLING LAW, MANDATORY VENUE, AND FEES AND EXPENSES

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

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

SECTION IX

INDEMNIFICATION

A. To the maximum extent allowed by law, Vendor agrees to and shall indemnify, hold harmless, and defend City, its officers, agents, and employees from any third party claims, losses, causes of action and damages, suits and liability of every kind, including all expenses of litigation, court costs, and reasonable attorney's fees for injury to or death to any person or for damage to any property, to the extent directly arising out of or directly connected with the negligent or willful conduct of Vendor, its agents, officers and employees, carried out in furtherance of this Agreement.

B. Vendor agrees to assist City in defense of claims or litigation brought against the City related to the Product.

SECTION X

LIMITATION OF LIABILITY

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

SECTION XI
AGREEMENT CONSTRUCTION

A. The headings of the Sections contained in this Agreement are for reference purposes only, and shall not affect the meaning or interpretation of this Agreement. The parties have been advised by counsel in connection with this Agreement. This Agreement shall be construed and interpreted in accordance with the plain meaning of its language, and not for or against either party, and as a whole, giving effect to all of the terms, conditions, and provisions of this Agreement. Nothing contained in this Agreement shall be deemed to confer any right or benefit on any person who is not a party to this Agreement.

SECTION XII
NO PENDING LITIGATION

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

SECTION XIII
SEVERABILITY

A. If any term or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

SECTION XIV
NOTICE

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

(a) Notices to the City:

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

With a copy to:

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

(b) Notices to Vendor:

VENDOR	Southern Tire Mart, LLC
ADDRESS	800 Highway 98 Columbia, MS 39429
Attn.:	Attn: Government Department

B. Such Notices shall be deemed delivered (i) in the case of U.S. mail in the manner provided above, three (3) business days after posting or (ii) if sent by nationally recognized overnight courier with electronic tracking service, the next business day after depositing same with such overnight courier before the overnight deadline and if deposited with such courier after such deadline, then the next succeeding business day.

SECTION XV **NON-APPROPRIATIONS**

A. Notwithstanding anything in the Agreement to the contrary, any and all payments which the City is required to make under this Agreement shall be subject to annual appropriation or other availability of funds, as certified by the Director of Finance.

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

SECTION XVI **SUCCESSORS AND ASSIGNS**

City and Vendor each bind themselves, their partners, successors, executors, administrators, and assigns to the other party of the Agreement in respect to all covenants of this Agreement. Neither City nor Vendor shall assign, sublet, or transfer interest in this Agreement without written consent of the other. Specifically but without limitation monies that may become due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

SECTION XVII **CONFLICT OF TERMS**

If any of the terms of this Agreement conflict in any respect with any of the terms of the attached Exhibit, the terms of this Agreement shall be controlling.

SECTION XVIII
NO WAIVERS OR ACCORD AND SATISFACTION

A. This Agreement may be amended only by written instrument signed by all parties.

B. No failure or delay of any Party, in any one or more instances (i) in exercising any power, right, or remedy under this Agreement or (ii) in insisting upon the strict performance by the other Party of such other Party's covenants, obligations, or agreements under this Agreement, shall operate as a waiver, discharge, or invalidation thereof, nor shall any single or partial exercise of any such right, power, or remedy or insistence on strict performance, or any abandonment or discontinuance of steps to enforce such a right, power, or remedy or to enforce strict performance, preclude any other or future exercise thereof or insistence thereupon or the exercise of any other right, power, or remedy. The covenants, obligations, and agreements of a defaulting Party and the rights and remedies of the other Party upon a default shall continue and remain in full force and effect with respect to any subsequent breach, act, or omission.

C. Without limiting the generality of the above, the receipt by City of any Product with knowledge of a breach by Vendor of any covenant, obligation, or agreement under this Agreement shall not be deemed or construed to be a waiver of such breach. No acceptance of Product or payment to Vendor shall be deemed to be other than on account of the earliest installment of the amounts due under this Agreement, nor shall any endorsement or statement on any check, or any letter accompanying any check, wire transfer or other payment, be deemed an accord and satisfaction. City may accept Product or make payment without prejudice to its rights under this Agreement or pursue any remedy provided in this Agreement or provided otherwise by law or equity.

EXECUTED by the parties in triplicate originals on this 29th day of September, 2025.

CITY OF EDINBURG:

BY: _____

Myra Ayala, City Manager
City of Edinburg
415 W. University Dr.
P.O. Box 1079
Edinburg, Texas 78540
Phone: (956) 388-8207
Fax: (956) 383-7111

ATTEST:

BY: _____

Clarice Balderas, City Secretary

APPROVED AS TO FORM:

BY: _____

Josephine Ramirez Solis, City Attorney

VENDOR

BY: _____

Name
Address
Phone:
Email:

Attachment:

Exhibit "A" - Response

Exhibit "B" - Insurance

COMPANY PROVIDING PROPOSAL GENERAL QUESTIONNAIRE

- 1 Name/Name of Agency/Company: Southern Tire Mart, LLC
(Full, correct legal name)
 - Address: 800 Highway 98 Columbia, MS 39429
 - Telephone/Fax: 877-786-4681
 - Email address: Gov-Sales@stmtires.com
2. Does your Company anticipate any mergers, transfer of organization ownership, management reorganization, or departure of key personnel within the next twelve (12) months that may affect the organization's ability to carry out its submittal?
Yes___ No X
3. Is your Company authorized and/or licensed to do business in Texas? Yes X No___
4. Where is the Company's corporate headquarters located? Columbia, Mississippi
5. a. Does the Company have an office located in Edinburg, Texas? Yes___ No X
b. If the answer to the previous question is "yes", how long has the Company conducted business from its Edinburg office? ___ (years) ___ (months)
c. State the number of full-time employees at the Edinburg office. _____
6. Has the Company or any of its principals been debarred or suspended from contracting with any public entity?
Yes___ No X

If yes, identify the public entity and the name and current phone number of a representative of the public entity familiar with the debarment or suspension, and state the reason for or circumstances surrounding the debarment or suspension, including but not limited to the period of time for such debarment or suspension. _____

7. Indicate person whom The CITY may contact concerning your submittal.

Name: Richard Conwill
Address: 800 Highway 98 Columbia, MS 39429
Telephone: 877-786-4681
Fax: _____
Email: Gov-sales@stmtires.com
8. Surety Information

Have you or the Company ever had a bond or surety instrument "called," canceled, or forfeited?
Yes () No (X).
If yes, state the name of the bonding company, date, amount of bond and reason for such bond being "called," or its cancellation or forfeiture. _____

9. Bankruptcy Information

Have you or the Company ever been declared bankrupt or filed for protection from creditors under state or federal proceedings? Yes () No (X)

If yes, state the date, court, jurisdiction, cause number, amount of liabilities and amount of assets. _____

10. Provide any other names under which your business has operated within the last 10 years.

None

LITIGATION DISCLOSURE FORM

Failure to fully and truthfully disclose the information required by this Litigation Disclosure form may result in the disqualification of your submittal from consideration or termination of the contract, once awarded.

1. Have you or any member of your Firm or Team to be assigned to this engagement ever been indicted or convicted of a felony or misdemeanor greater than a Class C in the last five (5) years?

Circle One

YES

NO

- 1 Have you or any member of your Firm or Team to be assigned to this engagement ever been terminated (for cause or otherwise) from any work being performed for the CITY or any other Federal, State or Local Government, or Private Entity?

Circle One

YES

NO

3. Have you or any member of your Firm or Team to be assigned to this engagement ever been involved in any claim or litigation with the CITY or any other Federal, State or Local Government, or Private Entity during the last ten (10) years?

Circle One

YES

NO

If you have answered "Yes" to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your submittal.

CONFLICT OF INTEREST

DISCLOSURE

Prospective contractors should carefully consider whether any of their activities may give rise to an improper conflict of interest situation. Conflict of interest situations that are not properly addressed can result in a loss of funding to a specific program and/or to the City of Edinburg, and in some cases can result in civil or criminal liability.

Organizations that may enter into a contract with the City of Edinburg should examine the following:

- Are any employees or board members of the organization,
 - a City of Edinburg employee or consultant who exercises program or project specific functions as part of their City position?
 - a member of a Board, Council or Committee that may participate in the City's selection or award process?
 - a City Official?

- Are any immediate family members or business associates of my employees or board member's,
 - a City of Edinburg employee or consultant who participates in the City's selection or award process as part of their City position?
 - a member of a Board, Council or Committee that may participate in the City's selection or award process?
 - a City Official?

- Will any of my employees or board members receive a financial interest or benefit from any project funded and administered through the City (other than employee salaries or personnel benefits)?

- Will any immediate family members or business associates of my employees or board members receive a financial interest or benefit from any project funded and administered through the City (other than employee salaries or personnel benefits)?

- To my knowledge, will my program or project have a financial effect on a City official or employee who exercises City-related functions, or an immediate family member or business associate of such person? For example, will any of these persons be receiving rental payments, other business income, or program services from my company or services offered?

If you can answer "yes" to any of these questions, it is possible that there may be a conflict of interest. You should review the rules below to determine whether an actual conflict situation is raised, and, if so, what action needs to be taken to avoid a violation of the law. You should contact City staff immediately if you suspect that there might be an issue.

Any contractor entering into an agreement with the City will be required to warrant and represent, to the best of his/her knowledge at the time the contract is executed, he/she is not aware of any improper conflict of

interest as described. Also, the contract will obligate contractors to exercise due diligence to ensure that no improper conflict situations occur during the contract.

The following Federal, State and local regulations and policies, govern projects funded through the City of Edinburg:

- * 2 CFR Part 200 [Subpart B 200.112 and Subpart D 200.318]
- * Texas Local Government Code Chapter 171.004
- * City of Edinburg Policies & Procurement Manual

Certification:

I, the undersigned, certify and report that to the best of my knowledge,

☒ I have no conflict of interest to disclose

☐ I have the following conflict of interest to disclose:

Date:

9/29/25

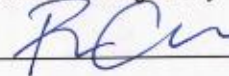
Printed Name and Title:

Richard Conwill - Director of Government Sales

Company/Vendor Name:

Southern Tire Mart, LLC

Authorized Signatory:



HOUSE BILL 89 VERIFICATION

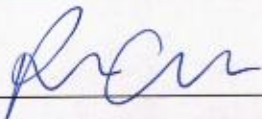
I, Richard Conwill- Director of Government Sales, the undersigned representative of
Southern Tire Mart, LLC, (Company or Business name) (hereafter referred
to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above,**
under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract.
- 3) **Is not currently listed on the State of Texas Comptroller's Companies that Boycott Israel List located**
at <https://comptroller.texas.gov/purchasing/publications/divestment.php>

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and

2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.



SIGNATURE OF COMPANY REPRESENTATIVE:

Richard Conwill- Director of Government Sales

TYPE/PRINT NAME AND TITLE:

9/29/25

DATE:

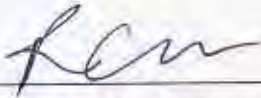
SENATE BILL 13 VERIFICATION

I, Richard Conwill- Director of Government Sales, the undersigned representative of
Southern Tire Mart, LLC, (Company or Business name) (hereafter referred
to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above,**
under the provisions of Subtitle F, Title 10, Chapter 809, Government Code 2274:

- 1) **does not boycott energy companies and;**
- 2) **will not boycott energy companies during the term of the contract.**

Pursuant to Section 2274.001, Texas Government Code:

1. *"Boycott energy company" has the meaning assigned by Section 809.001; and*
2. *"Company" has the meaning assigned by Section 809.001, except that the term does not include a sole proprietorship.*



SIGNATURE OF COMPANY REPRESENTATIVE:

Richard Conwill- Director of Government Sales

TYPE/PRINT NAME AND TITLE:

9/29/25

DATE:

SENATE BILL 19 VERIFICATION

I, Richard Conwill- Director of Government Sales, the undersigned representative of
Southern Tire Mart, LLC, (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2274:**

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

Pursuant to Section 2274.001, Texas Government Code:

- 1) *"Ammunition" means a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile.*
- 2) *"Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or associations that exists to make a profit. The term does not include a sole proprietorship.*
- 3) *"Discriminate against a firearm entity or firearm trade association":*
 - a) *means, with respect to the entity or association, to:*
 - i) *refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association;*
 - ii) *refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or*
 - iii) *terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; and*
 - b) *does not include:*
 - (i) *the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and*
 - (ii) *a company 's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship:*
 - (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or*

(bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association.

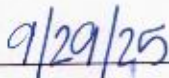
- 4) "Firearm" means a weapon that expels a projectile by the action of explosive or expanding gases.
- 5) "Firearm accessory" means a device specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and an item used in conjunction with or mounted on a firearm that is not essential to the basic function of the firearm. The term includes a detachable firearm magazine.
- 6) "Firearm entity" means:
- a) firearm, firearm accessory, or ammunition manufacturer, distributor, wholesaler, supplier, or retailer; and
 - b) a sport shooting range as defined by Section 250.001, Local Government Code.
- 7) "Firearm trade association" means any person, corporation, unincorporated association, federation, business league, or business organization that:
- a) is not organized or operated for profit and for which none of its net earnings inures to the benefit of any private shareholder or individual;
 - b) has two or more firearm entities as members; and
 - c) is exempt from federal income taxation under Section 501(a), Internal Revenue Code of 1986, as an organization described by Section 501(c) of that code.



SIGNATURE OF COMPANY REPRESENTATIVE:

Richard Conwill- Director of Government Sales

TYPE/PRINT NAME AND TITLE:



DATE:

~~Columbia~~
CITY OF ~~EDINBURG~~

NONCOLLUSION AFFIDAVIT

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

~~Mississippi~~
STATE OF ~~TEXAS~~
~~Marion~~
COUNTY OF ~~HIDALGO~~

Richard Conwill, being first duly sworn, deposes and says that: (Name)

- Director of Government Sales
(1) He is President of Southern Tire Mart, LLC, the Bidder that has submitted the attached Bid; (Company)
(2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
(3) Such Bid is genuine and is not a collusive or sham Bid.
(4) Neither said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed directly or indirectly with another Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix an overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the **CITY OF EDINBURG**, or any person interested in the proposed Contract; and
(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including affiant.

Sign

[Signature]

Title Richard Conwill- Director of Government Sales

Subscribed and sworn to me this 29 day of September 2025.

By:

[Signature]

Notary Public



My commission expires 1/6/2026

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

Southern Tire Mart, LLC

2 ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

None

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes

☒ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes

☒ No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7
Richard Conwill
Name of signatory


Signature

9/29/25
Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

- (a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

- (2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;
or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

- (a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

- (a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

- (1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

- (2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.



City of Edinburg
Solid Waste

Ramiro Gomez, Solid Waste Director
415 W. University Drive, Edinburg, TX 78541

[T AND W TIRE LLC] RESPONSE DOCUMENT REPORT

NTB-ITEMS No. 2025-27

[New Tires, Retread, and Flat Repair Services](#)

RESPONSE DEADLINE: September 30, 2025 at 3:00 pm

Report Generated: Thursday, October 2, 2025

T and W Tire LLC Response

CONTACT INFORMATION

Company:

T and W Tire LLC

Email:

eguerrero@tandwtire.com

Contact:

Edward Guerrero

Address:

403 e expressway 83
pharr, TX 78577

Phone:

(956) 607-9696

Website:

N/A

Submission Date:

Sep 29, 2025 5:00 PM (Central Time)

ADDENDA CONFIRMATION

No addenda issued

QUESTIONNAIRE

1. Required Forms

ATTACH A COPY OF YOUR COMPANY'S INSURANCE CERTIFICATE.*

Pass

Please attach the insurance certificate

T&W_Tire_-_COI_2025-2026.pdf

PLEASE FILL OUT GENERAL QUESTIONNAIRE AND UPLOAD HERE *

Pass

Please download the below documents, complete, and upload.

- [GENERAL QUESTIONNAIRE.pdf](#)

0479_250929153819_001.pdf

PLEASE FILL OUT THE LITIGATION DISCLOSURE FORM AND UPLOAD HERE*

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Please download the below documents, complete, and upload.

- [LITIGATION DISCLOSURE FORM.pdf](#)

0480_250929154336_001.pdf

PLEASE FILL OUT AND SIGN THE CONFLICT OF INTEREST DISCLOSURE FORM AND UPLOAD HERE*

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Please download the below documents, complete, and upload.

- [CONFLICT OF INTEREST.pdf](#)

0481_250929154536_001.pdf

PLEASE FILL OUT AND SIGN HOUSE BILL 89 AND UPLOAD HERE*

Pass

HB 89

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

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

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

0482_250929154745_001.pdf

PLEASE FILL OUT AND SIGN SENATE BILL 13 AND UPLOAD HERE*

Pass

SB 13 ENERGY COMPANY BOYCOTTS

The 87th Texas Legislature approved new legislation, effective Sept. 1, 2021, which amends Texas Local Government Code 2274.002 Section 1. Subtitle A, Title 8 by adding Chapter 809 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

- 1) does not boycott energy companies and will not boycott energy companies during the term of the Contract. If Respondent does not make that verification, Respondent must so indicate in its Response and state why the certification is not required , or

2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Agency.

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

0483_250929155017_001.pdf

PLEASE FILL OUT AND SIGN SENATE BILL 19 AND UPLOAD HERE*

Pass

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

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

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

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

0484_250929155145_001.pdf

PLEASE FILL OUT AND SIGN THE NON-COLLUSION AFFIDAVIT AND UPLOAD HERE*

Pass

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

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

0485_250929155336_001.pdf

PLEASE FILL OUT AND SIGN THE CONFLICT OF INTEREST FORM AND UPLOAD HERE*

Pass

CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE

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

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

0486_250929160519_001.pdf

IF AWARDED THE 1295 FORM WILL NEED TO BE PROVIDED.*

Pass

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

For more information go to the Texas Ethics Commission web page at <https://www.ethics.state.tx.us/filinginfo/1295/>.

Yes

PRICE TABLES

STEER AXLE TIRES

Tires must be an All Position or Steering Optimized Radial; optimized for exceptional traction and wear in mixed and severe on/off road service. Listed are the Acceptable Specifications and Model Numbers for this type Tire application. All exceptions to these specifications must be Pre-Approved by the City and the Exemption Letter must accompany the bid for consideration. Quality: Tires SHALL BE TIER I PREMIUM TIRES; "FIRST LINE QUALITY" produced by the manufacturer and shall carry the company name; Tires SHALL BE OEM OR BETTER; GOODYEAR/DUNLOP, MICHELIN/BF GOODRICH OR BRIDGESTONE/FIRESTONE ONLY. Suppliers may be required to submit proof that tires offered meet the specification listed. If any line item or specific cost of a line item is left blank in either the Proposal or the Specification Attachment Sheet, the City will assume the bidder cannot meet the specifications or the request for that line item and may cause the rejection of the bid. (MANUFACTURE AND QUALITY EXEMPTION "CITY APPROVED AND ACCEPTANCE LETTER" SHALL BE BOUND WITH THE BID INCLUDING ALL APPLICABLE SPECIFICATIONS HIGHLIGHTED, REFERENCING THE SPECIFIC BID ITEM NUMBER(S) CONSIDERED FOR THE ALTERNATE SPECIFICATION.) PLEASE SEE ATTACHMENT I FOR SPECIFICS OF SPECIFICATIONS THAT WILL ONLY BE CONSIDERED

Item	Estd Qty	Tire Sizes	No Bid	Bid Price Per Unit	Cost to Mount & Dismount	Balancing	Alignment	Manufacturer & Tire Specs	Warranty
11.1	62	11R22.5		\$325.00					
11.2	80	315/80R22.5		\$480.00					
11.3	8	385/65R22.5		\$613.69					
11.4	8	425/65R22.5		\$720.72					

DRIVE AXLE TIRES

Tire must be Drive position only On/Off Road Radial Tire; optimized for exceptional traction and wear in mixed and severe on/off road service. Listed are the Acceptable Specifications and Model Numbers for this type Tire application. All exceptions to these specifications must be Pre-Approved by the City and the Exemption Letter must accompany the bid for consideration. Quality: Tires SHALL BE TIER I PREMIUM TIRES; "FIRST LINE QUALITY" produced by the manufacturer and shall carry the company name; Tires SHALL BE OEM OR BETTER; GOODYEAR/DUNLOP, MICHELIN/BF GOODRICH OR BRIDGESTONE/FIRESTONE ONLY. Suppliers may be required

to submit proof that tires offered meet the specification listed. If any line item or specific cost of a line item is left blank in either the Proposal or the Specification Attachment Sheet, the City will assume the bidder cannot meet the specifications or the request for that line item and may cause the rejection of the bid. (MANUFACTURE AND QUALITY EXEMPTION “CITY APPROVED AND ACCEPTANCE LETTER” SHALL BE BOUND WITH THE BID INCLUDING ALL APPLICABLE SPECIFICATIONS HIGHLIGHTED, REFERENCING THE SPECIFIC BID ITEM NUMBER(S) CONSIDERED FOR THE ALTERNATE SPECIFICATION.) PLEASE SEE ATTACHMENT II FOR SPECIFICS OF SPECIFICATIONS THAT WILL ONLY BE CONSIDERED

Item	Estd Qty	Tire Sizes	No Bid	Bid Price Per Unit	Cost to Mount & Dismount	Balancing	Alignment	Manufacturer & Tire Specs	Warranty
12.1	94	11R22.5		\$419.65					
12.2	1	315/80R22.5		\$480.00					
12.3	1	425/65R22.5		\$620.00					

TIRE RETREAD

RETREAD SERVICES – The mold tread SHALL be (Michelin XDY or Bandag BDM Tread) designed for mixed service use; on/off road service; designed for refuse and construction industry. Molded tread must contain compound for chip/cut resistance and shall be traction enhanced and conform to the mold for Michelin XDY or Bandag BDM Tread. Listed are the Acceptable Specifications and Model Numbers for this type Tire application. All exceptions to these specifications must be Pre-Approved by the City and the Exemption Letter must accompany the bid for consideration. If any line item or specific cost of a line item is left blank in either the Proposal or the Specification Attachment Sheet, the City will assume the bidder cannot meet the specifications or the request for that line item and may cause the rejection of the bid. PLEASE SEE ATTACHMENT III FOR SPECIFICS OF SPECIFICATIONS THAT WILL ONLY BE CONSIDERED

Item	Estd Qty	Tire Sizes	No Bid	Casing Cost (New)	Mold Type	Tread Depth & Load Range	Cost Per Section Repair	Turnaround Time	Warranty
13.1	1	11R22.5		\$385.00					
13.2	1	315/80R22.5		\$435.00					

CONSTRUCTION, AGRICULTURE AND IMPLEMENT TIRES

All Tires Must Meet or Exceed the Following features a heavy-duty, all steel radial traction design for construction use, graders, loaders and earthmovers. Listed are the Acceptable Specifications and Model Numbers for this type Tire application. All exceptions to these specifications must be Pre-Approved by the City and the Exemption Letter must accompany the bid for consideration. If any line item or specific cost of a line item is left blank in either the Proposal or the Specification Attachment Sheet, the City will assume the bidder cannot meet the specifications or the request for that line item and may cause the rejection of the bid. PLEASE SEE ATTACHMENT IV FOR SPECIFICS OF SPECIFICATIONS THAT WILL ONLY BE CONSIDERED

Item	Estd Qty	Tire Sizes	No Bid	Bid Price Per Unit	Cost to Mount & Dismount	Balancing	Alignment	Manufacturer & Tire Specs	Warranty
14.1	1	2.5-80-18		\$230.00					
14.2	1	4-5-24	X	No Bid					
14.3	2	11L-15SL		\$102.00					
14.4	4	12.5-80.18		\$225.00					
14.5	1	13x6.5-6		\$25.00					
14.6	1	14.00-24		\$395.00					
14.7	1	16.9x30		\$535.00					
14.8	4	19.5L-24		\$554.00					
14.9	1	21x7-12		\$29.00					
14.10	1	21x7-18 NMS	X	No Bid					
14.11	20	23.5R25		\$1,350.00					
14.12	36	29.5-25		\$3,180.00					
14.13	1	24x12.00	X	No Bid					

Item	Estd Qty	Tire Sizes	No Bid	Bid Price Per Unit	Cost to Mount & Dismount	Balancing	Alignment	Manufacturer & Tire Specs	Warranty
14.14	1	205/75/15		\$70.00					
14.15	1	235/85R16		\$99.00					
14.16	1	380/85/24		\$355.00					
14.17	1	460/85/38		\$740.00					
14.18	1	775/65R29	X	No Bid					
14.19	1	ST235/80R16		\$138.00					
14.20	1	ST235/85R16		\$98.00					
14.21	1	875/65R29	X	No Bid					

SPECIALTY TIRES “FIRE EMERGENCY SERVICES”

Each proposed tire must be specifically designed and rated for FIRE SERVICE USE. For safety reasons, the EDINBURG FIRE DEPARTMENT will ONLY CONSIDER MICHELIN TIRES or a department approved equal. Since the safety to our Citizens and Fire Personnel, is a primary concern, this department will not accept any tire, which can contribute to loss of vehicle/apparatus control or performance. If a vendor chooses to submit a tire, other than MICHELIN TIRES, the vendor will need to address all safety and performance concerns to the satisfaction of the department. Any proposed tire shall meet the minimum technical specifications, and shall meet the minimum specifications under NFPA 1911 and/or TRUCK MANUFACTURER for “FIRE EMERGENCY RESPONSE”. ALL EXCEPTIONS TO THESE SPECIFICATIONS MUST BE PRE-APPROVED BY THE CITY AND THE EXEMPTION LETTER MUST ACCOMPANY THE BID FOR CONSIDERATION. Quality: Tires SHALL BE TIER I PREMIUM TIRES; “FIRST LINE QUALITY” produced by the manufacturer and shall carry the company name; Tires SHALL BE OEM OR BETTER; MICHELIN/BF GOODRICH, ONLY. Suppliers may be required to submit proof that tires offered meet the specification listed. If any line item or specific cost of a line item is left blank in either the Proposal or the Specification Attachment Sheet, the City will assume the bidder cannot meet the specifications or the request for that line item and may cause the rejection of the bid. (MANUFACTURE AND QUALITY EXEMPTION “CITY APPROVED AND ACCEPTANCE LETTER” SHALL BE BOUND WITH THE BID INCLUDING ALL APPLICABLE SPECIFICATIONS HIGHLIGHTED, REFERENCING THE SPECIFIC BID ITEM NUMBER(S))

CONSIDERED FOR THE ALTERNATE SPECIFICATION.) PLEASE SEE ATTACHMENT V FOR SPECIFICS OF SPECIFICATIONS PLEASE SEE
ATTACHMENT V FOR SPECIFICS OF SPECIFICATIONS THAT WILL ONLY BE CONSIDERED

Item	Estd Qty	Tire Sizes	No Bid	Bid Price Per Unit	Cost to Mount & Dismount	Balancing	Valve Stem Cost Per Unit	Manufacturer & Tire Specs	Warranty
15.1	12	10.00R20 Drive Tire		\$473.25					
15.2	12	10.00R20 Steering Tire		\$473.25					
15.3	36	11R22.5 Drive Tire		\$592.90					
15.4	36	11R22.5 Steering Tire		\$550.55					
15.5	6	11R24.5 Drive Tire		\$645.26					
15.6	36	12R22.5 Drive Tire		\$706.86					
15.7	36	12R22.5 Steering Tire		\$667.59					
15.8	6	LT215/85R16		\$176.80					
15.9	6	225/70R19.5 RSS		\$353.52					
15.10	12	225/70R19.5 RSD		\$417.24					
15.11	12	235/75R17.5		\$366.00					
15.12	4	LT245/75R16		\$180.00					
15.13	4	A/T 265/70R17 115S M+S		\$232.00					
15.14	4	LT265/75R16		\$201.60					
15.15	4	LT275/65R18 LR E		\$268.00					

[T AND W TIRE LLC] RESPONSE DOCUMENT REPORT
NTB-ITEMS No. 2025-27
New Tires, Retread, and Flat Repair Services

Item	Estd Qty	Tire Sizes	No Bid	Bid Price Per Unit	Cost to Mount & Dismount	Balancing	Valve Stem Cost Per Unit	Manufacturer & Tire Specs	Warranty
15.16	8	275/80R22.5		\$475.86					
15.17	2	285/75R24.5		\$542.00					
15.18	16	315/80R22.5		\$808.50					
15.19	4	385/65R22.5		\$783.86					
15.20	2	425/65R22.5		\$887.04					
15.21	2	445/65R22.5		\$954.80					
15.22	2	LT245/75R17 LR E		\$236.80					
15.23	2	M/T LT275/70R18 LR E		\$275.20					
15.24	2	HTP 265/65R18 M+S		\$206.40					
15.25	2	365/80R20		\$1,115.73					
15.26	2	LT 275/65R18 123/120 S		\$268.00					
15.27	2	LT 275/65R18 LR C		\$224.80					
15.28	2	225/70R19.5 LR G		\$353.52					

SPECIALTY TIRES “PICK UP TRUCK”

Each proposed tire must be specifically designed and rated for all-terrain handling; offering tough traction for ON and OFF-ROAD performance, and help deliver responsive steering and handling. For safety reasons, the City will only consider Goodyear® Wrangler tires or an approved equal. Since the safety to our citizens and employees, is a primary concern, the City will not accept any tire, which

can contribute to loss of vehicle control or performance. If a vendor chooses to submit a tire, other than the Goodyear® Wrangler, the vendor will need to address all safety and performance concerns to the satisfaction of the department. Quality: Tires SHALL BE TIER I PREMIUM TIRES; "FIRST LINE QUALITY" produced by the manufacturer and shall carry the company name; Tires SHALL BE OEM OR BETTER; GOODYEAR/DUNLOP, ONLY. Suppliers may be required to submit proof that tires offered meet the specification listed. If any line item or specific cost of a line item is left blank in either the Proposal or the Specification Attachment Sheet, the City will assume the bidder cannot meet the specifications or the request for that line item and may cause the rejection of the bid. All exceptions to these specifications must be Pre-Approved by the City and the Exemption Letter must accompany the bid for consideration. PLEASE SEE ATTACHMENT VI FOR SPECIFICS OF SPECIFICATIONS THAT WILL ONLY BE CONSIDERED

Item	Estd Qty	Tire Sizes	No Bid	Bid Price Per Unit	Cost to Mount & Dismount	Balancing	Alignment	Manufacturer & Tire Specs	Warranty
16.1	1	225/65R16		\$112.80					
16.2	1	225/65R17		\$164.00					
16.3	1	225/70R19.5		\$254.32					
16.4	1	265/70R17		\$232.00					
16.5	1	215/75R17.5		\$233.19					
16.6	1	LT215/75R15		\$149.60					
16.7	34	LT235/85R16		\$182.40					
16.8	16	245/70R17		\$195.20					
16.9	1	LT245/75R16		\$193.60					
16.10	4	275/65R18		\$260.00					
16.11	1	285/70/17		\$252.80					
16.12	1	225/75R15		\$160.00					
16.13	32	235/70R16		\$178.40					

[T AND W TIRE LLC] RESPONSE DOCUMENT REPORT
 NTB-ITEMS No. 2025-27
 New Tires, Retread, and Flat Repair Services

Item	Estd Qty	Tire Sizes	No Bid	Bid Price Per Unit	Cost to Mount & Dismount	Balancing	Alignment	Manufacturer & Tire Specs	Warranty
16.14	4	265/70R16		\$226.40					
16.15	1	245/75R17		\$214.40					
16.16	1	LT285/70R17		\$252.80					
16.17	1	205/75R15		\$75.74					

FLAT REPAIR SERVICES

Item	Estd Qty	Tire Sizes	No Bid	Flat Repair 6 AM / 7 PM	Flat Repair 7 PM / 6 AM	Cost to Mount & Dismount	Cost to Switch Out	O-Ring Cost Per Unit	Valve Stem Cost Per Unit
17.1	1	10.00R20		\$49.00					
17.2	1	11L-15		\$50.00					
17.3	1	11R22.5		\$49.00					
17.4	1	11R24.5		\$49.00					
17.5	1	12.5-80.18		\$55.00					
17.6	1	12R22.5		\$49.00					
17.7	1	13x6.5-6		\$40.00					
17.8	1	14.00-24		\$125.00					
17.9	1	16.9x30		\$75.00					
17.10	1	19.5L-24		\$55.00					
17.11	1	2.5-80-18		\$55.00					
17.12	1	205/75/15		\$25.00					

[T AND W TIRE LLC] RESPONSE DOCUMENT REPORT
NTB-ITEMS No. 2025-27
New Tires, Retread, and Flat Repair Services

Item	Estd Qty	Tire Sizes	No Bid	Flat Repair 6 AM / 7 PM	Flat Repair 7 PM / 6 AM	Cost to Mount & Dismount	Cost to Switch Out	O-Ring Cost Per Unit	Valve Stem Cost Per Unit
17.13	1	215/75R15		\$25.00					
17.14	1	215/75R17.5		\$55.00					
17.15	1	215/85R16		\$25.00					
17.16	1	21x7-12		\$55.00					
17.17	1	21x7-18		\$55.00					
17.18	1	225/65R16		\$25.00					
17.19	1	225/65R17		\$25.00					
17.20	1	225/70R19.5		\$55.00					
17.21	1	225/75R15		\$25.00					
17.22	1	23.5R25		\$45.00					
17.23	1	235/70R16		\$25.00					
17.24	1	235/75R17.5		\$25.00					
17.25	1	235/80R16		\$25.00					
17.26	1	235/85R16		\$25.00					
17.27	1	245/70R17		\$25.00					
17.28	1	245/75R16		\$25.00					
17.29	1	245/75R17		\$25.00					
17.30	1	24x12.00		\$55.00					
17.31	1	265/65R18		\$25.00					

[T AND W TIRE LLC] RESPONSE DOCUMENT REPORT
 NTB-ITEMS No. 2025-27
 New Tires, Retread, and Flat Repair Services

Item	Estd Qty	Tire Sizes	No Bid	Flat Repair 6 AM / 7 PM	Flat Repair 7 PM / 6 AM	Cost to Mount & Dismount	Cost to Switch Out	O-Ring Cost Per Unit	Valve Stem Cost Per Unit
17.32	1	265/70R16		\$25.00					
17.33	1	265/70R17		\$25.00					
17.34	1	265/75R16		\$25.00					
17.35	1	275/65R18		\$25.00					
17.36	1	275/70R18		\$25.00					
17.37	1	275/80R22.5		\$49.00					
17.38	1	285/70R17		\$25.00					
17.39	1	285/75R24.5		\$49.00					
17.40	1	29.5-25		\$160.00					
17.41	1	315/80R22.5		\$49.00					
17.42	1	365/80R20		\$160.00					
17.43	1	380/85/24		\$160.00					
17.44	1	385/65R22.5		\$49.00					
17.45	1	425/65R22.5		\$49.00					
17.46	1	445/65R22.5		\$49.00					
17.47	1	4-5-24		\$55.00					
17.48	1	460/85/38		\$160.00					
17.49	1	775/65R29		\$175.00					
17.50	1	875/65R29		\$175.00					

SERVICE CALLS

These are charges in addition to the flat repair cost associated with the trip to the call. All bids must be submitted on the City's form provided. Bidders shall complete the specification column with a price to indicate the cost of the item or the cost to perform the service as specified. If an item is left blank, the City will assume the bidder cannot meet the specifications and may cause rejection of the bid. If any line item or specific cost of a line item is left blank in either the Proposal or the Specification Attachment Sheet, the City will assume the bidder cannot meet the specifications or the request for that line item and may cause the rejection of the bid. PLEASE

SEE ATTACHMENT VII FOR SPECIFICS OF SPECIFICATIONS THAT WILL ONLY BE CONSIDERED

Line Item	Description	No Bid	Unit Price	Unit Price
18.1	Sunday Pretrip Inspection		\$125.00	Per Hour
18.2	5 AM Pretrip Inspection Mon-Friday		\$65.00	Per Hour
18.3	Repair Call 7AM – 7PM		\$125.00	Once Per Event
18.4	Repair Call 7PM – 7AM		\$125.00	Once Per Event



T&WTIRE-01

NLAIRSON

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/28/2025

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

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

PRODUCER Rich & Cartmill, Inc. 9401 Cedar Lake Avenue Oklahoma City, OK 73114	CONTACT NAME: Nikki Lairson	
	PHONE (A/C, No, Ext): (405) 418-8603	FAX (A/C, No):
	E-MAIL ADDRESS: nlairson@rcins.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : National Union Fire Insurance Company	19445
INSURED T&W Tire LLC PO Box 82546 Oklahoma City, OK 73148-2546	INSURER B : Homesite Insurance Company of Florida	11156
	INSURER C : Lexington Ins Co	19437
	INSURER D : Navigators Ins Co	42307
	INSURER E :	
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☒ LOC OTHER:			7042989	6/1/2025	6/1/2026	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			2507715	6/1/2025	6/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$			CXS12857390904	6/1/2025	6/1/2026	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
A	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	WC048240122	6/1/2025	6/1/2026	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Excess Liability			080877868	6/1/2025	6/1/2026	Each Occurrence 5,000,000
D	Excess Liability			CH24EXC909635IV-TBD	6/1/2025	6/1/2026	Each Occurrence 10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Total Liability Limits are \$21 Million

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

COMPANY PROVIDING PROPOSAL GENERAL QUESTIONNAIRE

- 1 Name/Name of Agency/Company: T & W Tire LLC
(Full, correct legal name)
- Address: 403 East Expressway 83, Pharr Texas 78577
 - Telephone/Fax: (956) 283-8887
 - Email address: scde la garza @ t and w tire . com

2. Does your Company anticipate any mergers, transfer of organization ownership, management reorganization, or departure of key personnel within the next twelve (12) months that may affect the organization's ability to carry out its submittal?

Yes ☐ No ☒

3. Is your Company authorized and/or licensed to do business in Texas? Yes ☒ No ☐

4. Where is the Company's corporate headquarters located? Oklahoma

5. a. Does the Company have an office located in Edinburg, Texas? Yes ☐ No ☒

b. If the answer to the previous question is "yes", how long has the Company conducted business from its Edinburg office? (years) (months)

c. State the number of full-time employees at the Edinburg office.

6. Has the Company or any of its principals been debarred or suspended from contracting with any public entity? Yes ☐ No ☒

If yes, identify the public entity and the name and current phone number of a representative of the public entity familiar with the debarment or suspension, and state the reason for or circumstances surrounding the debarment or suspension, including but not limited to the period of time for such debarment or suspension.

7. Indicate person whom The CITY may contact concerning your submittal.

Name: Steve de la Garza
Address: 403 East Expressway 83 Pharr, TX 78577
Telephone: (956) 283-8887
Fax: N/A
Email: scde la garza @ t and w tire . com

8. Surety Information

Have you or the Company ever had a bond or surety instrument "called," canceled, or forfeited?

Yes () No ☒

If yes, state the name of the bonding company, date, amount of bond and reason for such bond being "called," or its cancellation or forfeiture.

9. Bankruptcy Information

Have you or the Company ever been declared bankrupt or filed for protection from creditors under state or federal proceedings? Yes () No (X)

If yes, state the date, court, jurisdiction, cause number, amount of liabilities and amount of assets. _____

10. Provide any other names under which your business has operated within the last 10 years.

LITIGATION DISCLOSURE FORM

Failure to fully and truthfully disclose the information required by this Litigation Disclosure form may result in the disqualification of your submittal from consideration or termination of the contract, once awarded.

1. Have you or any member of your Firm or Team to be assigned to this engagement ever been indicted or convicted of a felony or misdemeanor greater than a Class C in the last five (5) years?

Circle One

YES

NO

- 1 Have you or any member of your Firm or Team to be assigned to this engagement ever been terminated (for cause or otherwise) from any work being performed for the CITY or any other Federal, State or Local Government, or Private Entity?

Circle One

YES

NO

3. Have you or any member of your Firm or Team to be assigned to this engagement ever been involved in any claim or litigation with the CITY or any other Federal, State or Local Government, or Private Entity during the last ten (10) years?

Circle One

YES

NO

If you have answered "Yes" to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your submittal.

CONFLICT OF INTEREST DISCLOSURE

Prospective contractors should carefully consider whether any of their activities may give rise to an improper conflict of interest situation. Conflict of interest situations that are not properly addressed can result in a loss of funding to a specific program and/or to the City of Edinburg, and in some cases can result in civil or criminal liability.

Organizations that may enter into a contract with the City of Edinburg should examine the following:

- Are any employees or board members of the organization,
 - a City of Edinburg employee or consultant who exercises program or project specific functions as part of their City position?
 - a member of a Board, Council or Committee that may participate in the City's selection or award process?
 - a City Official?

- Are any immediate family members or business associates of my employees or board member's,
 - a City of Edinburg employee or consultant who participates in the City's selection or award process as part of their City position?
 - a member of a Board, Council or Committee that may participate in the City's selection or award process?
 - a City Official?

- Will any of my employees or board members receive a financial interest or benefit from any project funded and administered through the City (other than employee salaries or personnel benefits)?

- Will any immediate family members or business associates of my employees or board members receive a financial interest or benefit from any project funded and administered through the City (other than employee salaries or personnel benefits)?

- To my knowledge, will my program or project have a financial effect on a City official or employee who exercises City-related functions, or an immediate family member or business associate of such person? For example, will any of these persons be receiving rental payments, other business income, or program services from my company or services offered?

If you can answer "yes" to any of these questions, it is possible that there may be a conflict of interest. You should review the rules below to determine whether an actual conflict situation is raised, and, if so, what action needs to be taken to avoid a violation of the law. You should contact City staff immediately if you suspect that there might be an issue.

Any contractor entering into an agreement with the City will be required to warrant and represent, to the best of his/her knowledge at the time the contract is executed, he/she is not aware of any improper conflict of

interest as described. Also, the contract will obligate contractors to exercise due diligence to ensure that no improper conflict situations occur during the contract.

The following Federal, State and local regulations and policies, govern projects funded through the City of Edinburg:

- * 2 CFR Part 200 [Subpart B 200.112 and Subpart D 200.318]
- * Texas Local Government Code Chapter 171.004
- * City of Edinburg Policies & Procurement Manual

Certification:

I, the undersigned, certify and report that to the best of my knowledge,

☒ I have no conflict of interest to disclose

☐ I have the following conflict of interest to disclose:

Date:

09/26/25

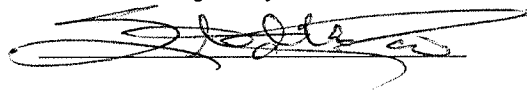
Printed Name and Title:

Steve de la Garza mgr.

Company/Vendor Name:

T+L Tire LLC

Authorized Signatory:



HOUSE BILL 89 VERIFICATION

I, Steve de la Garza, the undersigned representative of
T+W Tire LLC, (Company or Business name) (hereafter referred
to as company) being an adult over the age of eighteen (18) years of age, verify that the company named-above,
under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

1. Does not boycott Israel currently; and

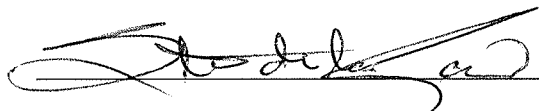
2. Will not boycott Israel during the term of the contract.

3) Is not currently listed on the State of Texas Comptroller's Companies that Boycott Israel List located
at <https://comptroller.texas.gov/purchasing/publications/divestment.php>

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and

2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.



SIGNATURE OF COMPANY REPRESENTATIVE:

Steve de la Garza manages

TYPE/PRINT NAME AND TITLE:

09/24/25

DATE:

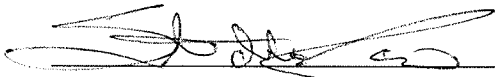
SENATE BILL 13 VERIFICATION

I, Steve de la Garza, the undersigned representative of
T+W Tire LLC, (Company or Business name) (hereafter referred
to as company) being an adult over the age of eighteen (18) years of age, verify that the company named-above,
under the provisions of Subtitle F, Title 10, Chapter 809, Government Code 2274:

- 1) does not boycott energy companies and;
- 2) will not boycott energy companies during the term of the contract.

Pursuant to Section 2274.001, Texas Government Code:

1. "Boycott energy company" has the meaning assigned by Section 809.001; and
2. "Company" has the meaning assigned by Section 809.001, except that the term does not include a sole proprietorship.



SIGNATURE OF COMPANY REPRESENTATIVE:

Steve de la Garza Manager

TYPE/PRINT NAME AND TITLE:

09/26/25

DATE:

SENATE BILL 19 VERIFICATION

I, Steve de la Garza, the undersigned representative of
T+W Tire LLC, (Company or Business name) (hereafter referred
to as company) being an adult over the age of eighteen (18) years of age, verify that the company named-above,
under the provisions of Subtitle F, Title 10, Government Code Chapter 2274:

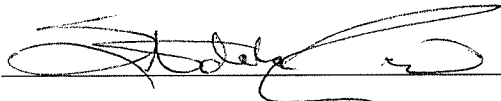
- (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and,
- (2) will not discriminate during the term of the contract against a firearm entity or firearmtrade association.

Pursuant to Section 2274.001, Texas Government Code:

- 1) "Ammunition" means a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile.
- 2) "Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or associations that exists to make a profit. The term does not include a sole proprietorship.
- 3) "Discriminate against a firearm entity or firearm trade association":
 - a) means, with respect to the entity or association, to:
 - i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association;
 - ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or
 - iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; and
 - b) does not include:
 - (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and
 - (ii) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship:
 - (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or

(bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity 's or association 's status as a firearm entity or firearm trade association.

- 4) "Firearm" means a weapon that expels a projectile by the action of explosive or expanding gases.
- 5) "Firearm accessory" means a device specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and an item used in conjunction with or mounted on a firearm that is not essential to the basic function of the firearm. The term includes a detachable firearm magazine.
- 6) "Firearm entity" means:
- a) firearm, firearm accessory, or ammunition manufacturer, distributor, wholesaler, supplier, or retailer; and
 - b) a sport shooting range as defined by Section 250.001, Local Government Code.
- 7) "Firearm trade association" means any person, corporation, unincorporated association, federation, business league, or business organization that:
- a) is not organized or operated for profit and for which none of its net earnings inures to the benefit of any private shareholder or individual;
 - b) has two or more firearm entities as members; and
 - c) is exempt from federal income taxation under Section 501(a), Internal Revenue Code of 1986, as an organization described by Section 501(c) of that code.



SIGNATURE OF COMPANY REPRESENTATIVE:

Stacy de la Garza manager

TYPE/PRINT NAME AND TITLE:

09/26/25

DATE:

CITY OF EDINBURG

NONCOLLUSION AFFIDAVIT

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF TEXAS

COUNTY OF HIDALGO

Steve de la Cruz, being first duly sworn, deposes and says that: (Name)

(1) He is President of T+V Tire, the Bidder that has submitted the attached Bid; (Company)

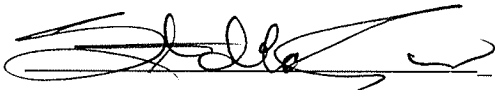
(2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not a collusive or sham Bid.

(4) Neither said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed directly or indirectly with another Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix an overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the **CITY OF EDINBURG**, or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including affiant.

Sign



Title

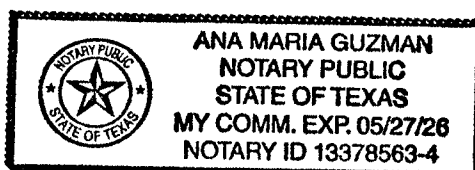
Manager

Subscribed and sworn to me this 29 day of Sept 2025.

By:

Agm
Ana M. Guzman

Notary Public



CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

N/A

2 ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

N/A

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes

☒ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes

☒ No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

N/A

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 Steve de la Garza
Name of signatory

[Signature]
Signature

09/26/25
Date

Bidders List

Email

edgar-araujo99@hotmail.com
llambert@constructionbidsource.com
bids+opengov@davidfine.dev
haroldgreen197410@gmail.com
joe@jftthauling.com
martin.larinas@gmail.com
notifications@napc.me
gooyervides23@gmail.com
nastassia.barkouskaya@revstarconsulting.com
sourcemanagement@deltek.com
richard.conwill@stmtires.com
eguerrero@tandwtire.com
thwbonds@outlook.com
dustinturner@goodyear.com
visualbidalerts@gmail.com

STATE OF TEXAS §
COUNTY OF HIDALGO §
CITY OF EDINBURG §

**AGREEMENT BETWEEN THE CITY
OF EDINBURG AND **VENDOR** FOR
NEW TIRES, RETREADS AND FLAT
REPAIR SERVICES**

The City of Edinburg (hereinafter called “City”), **VENDOR**, (herein called “Vendor”), are parties to this agreement to provide service as specified in the Request for Bid # 2025-27 specifications.

RECITALS

WHEREAS, the City desires to engage the Vendor for certain products and services in connection therewith; and,

WHEREAS, Vendor represents that is has the knowledge, ability, equipment, and personnel to properly provide products and services needed by the City;

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

SECTION I
EMPLOYMENT OF VENDOR

Vendor agrees to provide all labor, materials, and equipment necessary to provide products and perform work as described in Exhibit A - Request for Bid No. 2025-27 and proposal submitted by Vendor. City agrees to employ Vendor to furnish and provide products and related services as stated in this agreement and Exhibit “A”. Upon receipt of such goods and services to the City’s satisfaction, City agrees to pay Vendor as stated in this Agreement.

SECTION II
SERVICES OF VENDOR

A. The Vendor shall, in the scope of its work, provide service (herein called “Product”) as specifically identified in **Exhibit “A”**, Request for Bid No. 2025-27, and in the proposal submitted by Vendor. Signatures by both parties on this Agreement shall be deemed authorization to proceed.

B. Nothing contained in this Agreement is intended by the parties to create a partnership or joint venture between the parties, and any implication to the contrary is hereby expressly disavowed. It is understood and agreed that this Agreement does not create a joint enterprise, nor does it appoint either party as an agent of the other for any purpose whatsoever. Except as otherwise specifically provided herein, neither party shall in any way assume any of the liability of the other for acts of the other or obligations of the other.

SECTION III
RESPONSIBILITIES OF CITY

A. City will facilitate Vendor’s work with the following tasks:

1. Provide Vendor with its requirements for the Product.
2. Assist Vendor by providing information reasonably available to the City and pertinent to the Product.
3. Give prompt written notice to Vendor whenever City observes or otherwise becomes aware of any defects in Product.

SECTION IV **RESPONSIBILITIES OF VENDOR**

- A. Vendor shall deliver the Product described in **Exhibit “A”**.
- B. Vendor shall perform with care, skill, and diligence, in accordance with the applicable professional standards currently recognized by its profession, and shall be responsible for the professional quality, technical accuracy, and completeness of the Product furnished under this Agreement. Vendor shall comply with all applicable federal, state, and local laws, ordinances, codes, and regulations in delivering the Product. If Vendor fails to meet applicable professional standards, Vendor shall without additional compensation correct or revise any errors or deficiencies, with or without request to do so by the City.
- C. Vendor shall keep the City informed regarding the Products delivered under this Agreement. In connection with the delivery of the Products by Vendor, Vendor agrees to promptly and fully disclose to City any information regarding the Product as City may request.
- D. City’s review, approval, or acceptance of Product shall not in any way relieve Vendor of responsibility for the technical adequacy of the Product. Neither City’s review, approval, or acceptance of, nor payment for, any of the Product shall be construed as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.
- E. Vendor shall be and shall remain liable, in accordance with applicable law, for all damages to City caused by Vendor’s negligent performance related to the Product furnished under this Agreement. Vendor shall not be responsible for any time-delays in the project caused by circumstances beyond Vendor’s control.
- F. Vendor’s obligations under this clause are in addition to the Vendor’s other expressed or implied obligations under this Agreement or state law and in no way diminish any other rights that City may have against Vendor for Vendor’s errors or omissions.

SECTION V **PAYMENT AND FEES**

- A. City agrees to pay Vendor for service herein contracted pursuant to the unit prices equal to or less than those listed in Exhibit “A”. Nothing in this agreement will restrict the Vendor from providing service at unit pricing less than the listed unit item price in Exhibit “A”.

B. All invoices, billing statements, and shipping reports will be computer generated. Hand written invoices, billing statements, shipping reports are not acceptable.

C. City is to be billed on a monthly basis. The billing statement is to include a line item format.

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

- a. Claims have been made against City based on Vendor's conduct in the performance or furnishing of Services, or City has incurred costs, losses, or damages resulting from Vendor's conduct in the performance or furnishing of Services, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, and non-compliance with Laws and Regulations;
- b. Vendor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with Services and related work;
- c. City has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;
- d. City has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;
- e. Any Services are defective, requiring correction or replacement;
- f. City has been required to correct defective Services or has accepted defective Services;
- g. Liens have been filed in connection with the Services; or
- h. Other items entitle City to a set-off against the payment amount.

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

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

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

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

SECTION VI

TERM OF AGREEMENT

A. Except as provided below, this Agreement, and the Services to be performed under it, shall commence on the date this Agreement is executed by both parties, and shall continue thereafter through September 30, 2026.

B. City may terminate this Agreement upon giving 30 days' prior written notice thereof to Vendor. In addition, City shall have the right, upon written notice, to cancel this Agreement with 10 days' notice providing an opportunity to cure if, in the City's sole judgment, Vendor breaches or violates any of the provisions of this Agreement.

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

D. The City reserves the right to suspend this Agreement, with or without cause, in whole or in part, upon giving notice to Vendor. Vendor shall resume delivering Product to the City when directed to do so by the City. The City shall have no liability to Vendor except for charges for Product delivered by Vendor and accepted by the City prior to receipt of notice of suspension of Services.

E. Upon termination or suspension of this Agreement under this Section, the City may obtain the services of another entity to deliver Product under this Agreement.

SECTION VII

ALTERNATE DISPUTE RESOLUTION/NEUTRAL PARTY

A. If any dispute, controversy, or claim between or among the Parties arises under this Agreement or is related in any way to this Agreement or the relationship of the Parties hereunder (a "Dispute"), the Parties shall first attempt in good faith to settle and resolve such Dispute by meeting at a mutually agreeable time and place to discuss the Dispute within seven (7) days following the original written notice of any Dispute by the party making such a claim. The Parties shall seek to resolve the Dispute in writing within fourteen (14) days following the original written notice of any Dispute by the party making such a claim.

B. If a mutual resolution and settlement are not obtained at the meeting, the Parties shall participate in good faith in formal mediation, within thirty (30) days following the original written notice of any Dispute, with a mutually agreeable mediator at a mutually agreeable time and place. No settlement reached under this provision shall be binding on the Parties until reduced to a writing signed by a representative of Vendor and the City Manager. Unless the parties expressly agree otherwise, each party shall bear its own costs and legal and expert fees incurred in the mediation, and evenly share the costs of the mediator. If after proceeding in good faith the parties, with the assistance of a neutral mediator, do not resolve the dispute within forty-five (45) days following the original written notice of any Dispute, the parties may proceed in accordance with the section below.

SECTION VIII

CONTROLLING LAW, MANDATORY VENUE, AND FEES AND EXPENSES

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

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

SECTION IX

INDEMNIFICATION

A. To the maximum extent allowed by law, Vendor agrees to and shall indemnify, hold harmless, and defend City, its officers, agents, and employees from any third party claims, losses, causes of action and damages, suits and liability of every kind, including all expenses of litigation, court costs, and reasonable attorney's fees for injury to or death to any person or for damage to any property, to the extent directly arising out of or directly connected with the negligent or willful conduct of Vendor, its agents, officers and employees, carried out in furtherance of this Agreement.

B. Vendor agrees to assist City in defense of claims or litigation brought against the City related to the Product.

SECTION X

LIMITATION OF LIABILITY

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

SECTION XI
AGREEMENT CONSTRUCTION

A. The headings of the Sections contained in this Agreement are for reference purposes only, and shall not affect the meaning or interpretation of this Agreement. The parties have been advised by counsel in connection with this Agreement. This Agreement shall be construed and interpreted in accordance with the plain meaning of its language, and not for or against either party, and as a whole, giving effect to all of the terms, conditions, and provisions of this Agreement. Nothing contained in this Agreement shall be deemed to confer any right or benefit on any person who is not a party to this Agreement.

SECTION XII
NO PENDING LITIGATION

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

SECTION XIII
SEVERABILITY

A. If any term or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

SECTION XIV
NOTICE

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

(a) Notices to the City:

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

With a copy to:

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

(b) Notices to Vendor:

VENDOR
ADDRESS
Attn.:

B. Such Notices shall be deemed delivered (i) in the case of U.S. mail in the manner provided above, three (3) business days after posting or (ii) if sent by nationally recognized overnight courier with electronic tracking service, the next business day after depositing same with such overnight courier before the overnight deadline and if deposited with such courier after such deadline, then the next succeeding business day.

SECTION XV **NON-APPROPRIATIONS**

A. Notwithstanding anything in the Agreement to the contrary, any and all payments which the City is required to make under this Agreement shall be subject to annual appropriation or other availability of funds, as certified by the Director of Finance.

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

SECTION XVI **SUCCESSORS AND ASSIGNS**

City and Vendor each bind themselves, their partners, successors, executors, administrators, and assigns to the other party of the Agreement in respect to all covenants of this Agreement. Neither City nor Vendor shall assign, sublet, or transfer interest in this Agreement without written consent of the other. Specifically but without limitation monies that may become due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

SECTION XVII **CONFLICT OF TERMS**

If any of the terms of this Agreement conflict in any respect with any of the terms of the attached Exhibit, the terms of this Agreement shall be controlling.

SECTION XVIII
NO WAIVERS OR ACCORD AND SATISFACTION

A. This Agreement may be amended only by written instrument signed by all parties.

B. No failure or delay of any Party, in any one or more instances (i) in exercising any power, right, or remedy under this Agreement or (ii) in insisting upon the strict performance by the other Party of such other Party's covenants, obligations, or agreements under this Agreement, shall operate as a waiver, discharge, or invalidation thereof, nor shall any single or partial exercise of any such right, power, or remedy or insistence on strict performance, or any abandonment or discontinuance of steps to enforce such a right, power, or remedy or to enforce strict performance, preclude any other or future exercise thereof or insistence thereupon or the exercise of any other right, power, or remedy. The covenants, obligations, and agreements of a defaulting Party and the rights and remedies of the other Party upon a default shall continue and remain in full force and effect with respect to any subsequent breach, act, or omission.

C. Without limiting the generality of the above, the receipt by City of any Product with knowledge of a breach by Vendor of any covenant, obligation, or agreement under this Agreement shall not be deemed or construed to be a waiver of such breach. No acceptance of Product or payment to Vendor shall be deemed to be other than on account of the earliest installment of the amounts due under this Agreement, nor shall any endorsement or statement on any check, or any letter accompanying any check, wire transfer or other payment, be deemed an accord and satisfaction. City may accept Product or make payment without prejudice to its rights under this Agreement or pursue any remedy provided in this Agreement or provided otherwise by law or equity.

EXECUTED by the parties in triplicate originals on this ____ day of _____, 2025.

CITY OF EDINBURG:

BY: _____
Myra Ayala, City Manager
City of Edinburg
415 W. University Dr.
P.O. Box 1079
Edinburg, Texas 78540
Phone: (956) 388-8207
Fax: (956) 383-7111

ATTEST:

BY: _____
Clarice Balderas, City Secretary

APPROVED AS TO FORM:

BY: _____
Josephine Ramirez Solis, City Attorney

VENDOR

BY: _____
Name
Address
Phone:
Email:

Attachment:
Exhibit "A" - Response
Exhibit "B" - Insurance



CITY OF EDINBURG - CITY COUNCIL

Meeting Date: November 5, 2025

AWARDING OF BIDS

Agenda Item No: 10.B.

10 Police Pursuit Vehicles Lease

1. **Agenda Item:**

Consider Authorizing the City Manager to Enter Into a 60-Month Lease Agreement Between the City of Edinburg and D&M Leasing Company Through the Texas Local Government Purchasing Cooperative (Buyboard) Contract No. 744-24 for the Procurement of Approximately Nine (9) Patrol Units at \$2,073.15 Per Unit and One (1) Drone Unit at \$2,178.03 Per Unit Per Month. [Jaime Ayala, Chief of Police]

2. **Description:**

In an effort to continue providing efficient and cost-effective purchasing for the City of Edinburg, the city is a member of the following different Cooperative Purchasing Entities in the State of Texas, Houston Galveston Area Council (HGAC), Local Government Purchasing Cooperative (BuyBoard), Sourcewell, Texas Interlocal Purchasing System (TIPS), OMNIA Partners Cooperative, Texas Department of Information Resources (DIR) and the Texas Facilities Commission (TFC). Through the combined efforts of these cooperative entities, members comply with Texas State Procurement Statutes while identifying vendors of commodities, goods and services at extremely competitive bid prices.

Staff is requesting to lease ten (10) police pursuit vehicles (PPV), 2026 Chevrolet Tahoe PPV, including accessories, equipment, and installation. The total amount of the 60-month lease is approximately \$1,250,182.80. The amount is subject to change due to any increase or decrease in motor vehicle parts or delivery. The Lessor (D & M) will coordinate, manage, schedule, and facilitate the upfitting of the vehicles. Upon completion, the units will be delivered to the lessee (Edinburg Police Department). Once the units are delivered, the lessee will commence monthly payments.

POLICE TAHOE (PATROL) 60-MONTH LEASE				
Year	Monthly Payment	# of Units	Monthly Payments	Annual Payments
1	\$2,073.15	9	\$18,658.35	\$223,900.20
2	\$2,073.15	9	\$18,658.35	\$223,900.20
3	\$2,073.15	9	\$18,658.35	\$223,900.20
4	\$2,073.15	9	\$18,658.35	\$223,900.20
5	\$2,073.15	9	\$18,658.35	\$223,900.20
			Total	\$1,119,501.00

POLICE TAHOE (DRONE) 60-MONTH LEASE			
Year	Monthly Payment	# of Units	Annual Payments
1	\$2,178.03	1	\$26,136.36
2	\$2,178.03	1	\$26,136.36
3	\$2,178.03	1	\$26,136.36
4	\$2,178.03	1	\$26,136.36
5	\$2,178.03	1	\$26,136.36
		Total	\$130,681.80

Funding in the amount of \$250,036.56 is available in the Fiscal Year 2025-2026 Police Department, Capital Outlay-Motor Vehicles Account.

3. Staff's Recommendation:

Approve Authorizing the City Manager to Enter Into a 60-Month Lease Agreement Between the City of Edinburg and D&M Leasing Company Through the Texas Local Government Purchasing Cooperative (Buyboard) Contract No. 744-24 for the Procurement of Approximately Nine (9) Patrol Units at \$2,073.15 Per Unit and One (1) Drone Unit at \$2,178.03 Per Unit Per Month.

Reviewed by:

Jaime Ayala, Chief of Police

Prepared by:

Rogelio Garcia, Special
Services Manager
Iris Alvarado, Management
Services Administrator

Attachments:

- A. 2026 Patrol Tahoe PPV Lease Quote
- B. 2026 Chevy Tahoe Drone Unit Lease Quote
- C. SAM.gov Verification
- D. Compliance Verification



Open-End (Equity) Lease Quote

Quote: 31092

Prepared For: City of Edinburg, Texas

Date: 10/21/2025

Unit#: 31092

Quantity: 9

Unit: 2026 Chevrolet Tahoe Police 2WD PPV

Order Type: Ordered

Term: 60

State: TX

Customer#: 8244

Schedule#: 2000.00

54791.70	Capitalized Cost of Vehicle ¹
0.00	Up Front Sales Tax Rate <u>0.0625</u> State <u>TX</u>
26.75	Initial License and Registration Fees
53466.41	Added Equipment (See Page 2)
0.00	Acquisition Fee
0.00	Other Capitalized Fees Tax
0.00	on Gain on Prior Vehicle
0.00	Inventory Tax Extended
0.00	Service Contract
108284.86	Capitalized Cost LESS:
0.00	Cash Down
0.00	Trade Equity
1000.00	Rebate
107284.86	Total Capitalized Cost (Delivered Price)

All language and acknowledgements contained in the signed quote apply to all vehicles ordered under this signed quote

Order Information

Driver **PATROL UNITS**
Ext Color **BLACK**
Int Color
License
GVWR **0**



Contract # 744-24

1661.78 Depreciation Reserve @ 0.01549
411.37 Monthly Lease Charge (Based on Rate - Subject to a Floor)²

2073.15 **Total Monthly Rental Excluding Additional Services**

Additional Fleet Management and Services

0.00 Full Maintenance Program³
0.00 Miscellaneous

Contract Miles 0
Incl: #Brake Sets (1 set = 1 axle) 0

Over Mileage Charge 0.00 / Mile
#Tires 0 Loaner Vehicle Not Incl

0.00 **Additional Services Sub Total**

0.00 Monthly Sales Tax 0

0.00 Total Monthly Insurance

2073.15 **Total Monthly Rental Including Additional Services**

7578.07 Reduced Book Value at 60 Months

250.00 Service Charge Due at Lease Termination

Monthly Insurance Premiums and Disclosures

0.00 Commercial Liability Enrollment (Estimate Only)

0.00 Physical Damage (Estimate Only)

Liability Limit 0.00

Comprehensive/Collision Deductible: 0.00 / 0.00

Quote based on estimated annual mileage of 20000 and a Security Deposit of 0.00

(Current market and vehicle conditions may also affect value of vehicle)

(Quote is Subject to Customer's Credit Approval)

Terms:

Commercial Vehicle Leasing, L.L.C., d/b/a D&M Leasing Commercial (Lessor) will be the owner of the vehicle(s) covered by this Quote, and shall have all rights and remedies arising under the Master Lease. By signing below, Lessee authorizes Lessor to order the vehicle(s), and Lessee agrees to accept delivery and lease the vehicle(s) pursuant to the Master Lease. In the event Lessee fails or refuses to accept delivery of the vehicle(s), Lessor shall have the right to recover from Lessee any damages (whether actual, general consequential, special, incidental or otherwise) and seek any other available relief, at law or in equity, arising from such failure or refusal. The terms of the Master Lease are referenced and incorporated herein. Lessee acknowledges and agrees that Lessor makes no promises, representations or warranties concerning the manufacture or delivery date for the vehicle(s). Lessee certifies that it intends for more than 50% of the use of the vehicle is to be in a trade or business of Lessee. **ALL TAX AND LICENSE FEES TO BE BILLED TO Lessee AS THEY OCCUR.**

LESSEE City of Edinburg, Texas

BY

TITLE

DATE

10/21/2025

* INDICATES ITEMS TO BE BILLED ON DELIVERY.

1 Capitalized Cost of Vehicle may be adjusted to reflect final manufacturer's invoice. Lessee hereby assigns to LESSOR any Manufacturer Rebates and/or Manufacturer incentives intended for the Lessee, which Rebates and/or incentives have been used by LESSOR to reduce the Capitalized Cost of the Vehicle.

2 Monthly Lease Charge will be adjusted to reflect the Interest Rate on the Delivery Date (Subject to a Floor).

3 The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of the Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule /Quote] all such maintenance services are to be performed by LESSOR and all such maintenance fees are payable by Lessee solely for the account of LESSOR pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and LESSOR; provided that such maintenance fees are being billed by LESSOR and are payable at the direction of LESSOR solely as an authorized agent for collection on behalf of LESSOR.

Quote: 31092

Date: 10/21/2025

Unit: 2026 Chevrolet Tahoe Police 2WD PPV

Description	(B)illed or (C)apped	Price
Courtesy Delivery Fee	C	500.0000
Interim Interest	C	1200.0000
Police Package Upfit	C	45047.1700
Motorola Radios	C	6719.2400
Total Charges (B)illed		0
Total Charges (C)apitalized		53466.4100
Total of All Added Equipment and Other Charges		53466.4100



Open-End (Equity) Lease Quote

Quote: 31651

Prepared For: City of Edinburg, Texas

Date: 10/21/2025

Unit#: 31651

Quantity: 1

Unit: 2026 Chevrolet Tahoe Police 2WD PPV

Order Type: Ordered

Term: 60

State: TX

Customer#: 8244

Schedule#: 2001.00

54791.70	Capitalized Cost of Vehicle ¹
0.00	Up Front Sales Tax Rate <u>0.0625</u> State <u>TX</u>
26.75	Initial License and Registration Fees
59038.82	Added Equipment (See Page 2)
0.00	Acquisition Fee
0.00	Other Capitalized Fees Tax
0.00	on Gain on Prior Vehicle
0.00	Inventory Tax Extended
0.00	Service Contract
113857.27	Capitalized Cost LESS:
0.00	Cash Down
0.00	Trade Equity
1000.00	Rebate
112857.27	Total Capitalized Cost (Delivered Price)

All language and acknowledgements contained in the signed quote apply to all vehicles ordered under this signed quote

Order Information

Driver **DRONE UNIT**
Ext Color **BLACK**
Int Color
License
GVWR **0**



Contract # 744-24

1748.15 Depreciation Reserve @ 0.01549
429.88 Monthly Lease Charge (Based on Rate - Subject to a Floor)²
2178.03 **Total Monthly Rental Excluding Additional Services**

Additional Fleet Management and Services

0.00 Full Maintenance Program³
0.00 Miscellaneous
0.00 **Additional Services Sub Total**

Contract Miles 0
Incl: #Brake Sets (1 set = 1 axle) 0

Over Mileage Charge 0.00 / Mile
#Tires 0 Loaner Vehicle Not Incl

0.00 Monthly Sales Tax 0
0.00 Total Monthly Insurance

2178.03 **Total Monthly Rental Including Additional Services**

7968.14 Reduced Book Value at 60 Months
250.00 Service Charge Due at Lease Termination

Monthly Insurance Premiums and Disclosures

0.00 Commercial Liability Enrollment (Estimate Only)
0.00 Physical Damage (Estimate Only)
Liability Limit 0.00
Comprehensive/Collision Deductible: 0.00 / 0.00

Quote based on estimated annual mileage of 20000 and a Security Deposit of 0.00

(Current market and vehicle conditions may also affect value of vehicle)

(Quote is Subject to Customer's Credit Approval)

Terms:

Commercial Vehicle Leasing, L.L.C., d/b/a D&M Leasing Commercial (Lessor) will be the owner of the vehicle(s) covered by this Quote, and shall have all rights and remedies arising under the Master Lease. By signing below, Lessee authorizes Lessor to order the vehicle(s), and Lessee agrees to accept delivery and lease the vehicle(s) pursuant to the Master Lease. In the event Lessee fails or refuses to accept delivery of the vehicle(s), Lessor shall have the right to recover from Lessee any damages (whether actual, general consequential, special, incidental or otherwise) and seek any other available relief, at law or in equity, arising from such failure or refusal. The terms of the Master Lease are referenced and incorporated herein. Lessee acknowledges and agrees that Lessor makes no promises, representations or warranties concerning the manufacture or delivery date for the vehicle(s). Lessee certifies that it intends for more than 50% of the use of the vehicle is to be in a trade or business of Lessee. **ALL TAX AND LICENSE FEES TO BE BILLED TO Lessee AS THEY OCCUR.**

LESSEE City of Edinburg, Texas

BY

TITLE

DATE

10/21/2025

* INDICATES ITEMS TO BE BILLED ON DELIVERY.

1 Capitalized Cost of Vehicle may be adjusted to reflect final manufacturer's invoice. Lessee hereby assigns to LESSOR any Manufacturer Rebates and/or Manufacturer incentives intended for the Lessee, which Rebates and/or incentives have been used by LESSOR to reduce the Capitalized Cost of the Vehicle.

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3 The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of the Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule /Quote] all such maintenance services are to be performed by LESSOR and all such maintenance fees are payable by Lessee solely for the account of LESSOR pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and LESSOR; provided that such maintenance fees are being billed by LESSOR and are payable at the direction of LESSOR solely as an authorized agent for collection on behalf of LESSOR.

Quote: 31651

Date: 10/21/2025

Unit: 2026 Chevrolet Tahoe Police 2WD PPV

Description	(B)illed or (C)apped	Price
Courtesy Delivery Fee	C	500.0000
Interim Interest	C	1200.0000
Police Package Upfit	C	50619.5800
Motorola Radios	C	6719.2400
Total Charges (B)illed		0
Total Charges (C)apitalized		59038.8200
Total of All Added Equipment and Other Charges		59038.8200



COMMERCIAL VEHICLE LEASING LLC

Unique Entity ID JRAGNAWK599	CAGE / NCAGE 896L3	Purpose of Registration All Awards
Registration Status Active Registration	Expiration Date Nov 20, 2025	
Physical Address 1400 W 7TH ST STE 200 Fort Worth, Texas 76102-2625 United States	Mailing Address 1400 W 7TH ST STE 200 Fort Worth, Texas 76102-2625 United States	

Business Information

Doing Business as (blank)	Division Name (blank)	Division Number (blank)
Congressional District Texas 12	State / Country of Incorporation Texas / United States	URL (blank)

Registration Dates

Activation Date Nov 22, 2024	Submission Date Nov 20, 2024	Initial Registration Date Feb 20, 2019
--	--	--

Entity Dates

Entity Start Date Jun 6, 2013	Fiscal Year End Close Date Dec 31
---	---

Immediate Owner

CAGE (blank)	Legal Business Name (blank)
------------------------	---------------------------------------

Highest Level Owner

CAGE (blank)	Legal Business Name (blank)
------------------------	---------------------------------------

Executive Compensation

Registrants in the System for Award Management (SAM) respond to the Executive Compensation questions in accordance with Section 6202 of P.L. 110-252, amending the Federal Funding Accountability and Transparency Act (P.L. 109-282). This information is not displayed in SAM. It is sent to USAspending.gov for display in association with an eligible award. Maintaining an active registration in SAM demonstrates the registrant responded to the questions.

Proceedings Questions

Registrants in the System for Award Management (SAM.gov) respond to proceedings questions in accordance with FAR 52.209-7, FAR 52.209-9, or 2. C.F.R. 200 Appendix XII. Their responses are displayed in the responsibility/qualification section of SAM.gov. Maintaining an active registration in SAM.gov demonstrates the registrant responded to the proceedings questions.

Exclusion Summary

Active Exclusions Records?

No

SAM Search Authorization

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

Yes

Entity Types

Business Types

Entity Structure Partnership or Limited Liability Partnership	Entity Type Business or Organization	Organization Factors Limited Liability Company
Profit Structure For Profit Organization		

Socio-Economic Types

Minority-Owned Business
Hispanic American Owned

Check the registrant's Reps & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

Financial Information

Accepts Credit Card Payments
No

Debt Subject To Offset
No

EFT Indicator
0000

CAGE Code
896L3

Points of Contact

Electronic Business

 Charles Cain
1400 W 7TH STREET, Suite 200
Ft. Worth, Texas 76102
United States

Brandon Haddad, Operations Manager
1400 W 7TH STREET, Suite 200
Ft. Worth, Texas 76102
United States

Government Business

 Charles Cain
1400 W 7TH STREET, Suite 200
Ft. Worth, Texas 76102
United States

Brandon Haddad, Operations Manager
1400 W 7TH STREET, Suite 200
Ft. Worth, Texas 76102
United States

Past Performance

 Brandon Haddad, Operations Manager
1400 W 7TH STREET, Suite 200
Ft. Worth, Texas 76102
United States

Brandon Haddad, Operations Manager
1400 W 7TH STREET, Suite 200
Ft. Worth, Texas 76102
United States

Service Classifications

NAICS Codes

Primary	NAICS Codes	NAICS Title
Yes	532112	Passenger Car Leasing
	532120	Truck, Utility Trailer, And Rv (Recreational Vehicle) Rental And Leasing

Disaster Response

Yes, this entity appears in the disaster response registry.

Bonding Levels	Dollars
(blank)	(blank)

States	Counties	Metropolitan Statistical Areas
Texas	(blank)	(blank)

Compliance Verification for D&M Leasing Final Quote #31651 & 31092

2 messages

Rogelio Garcia <rgarcia@cityofedinburg.com>

Wed, Oct 22, 2025 at 9:55 AM

To: Contract Admin <contractadmin@buyboard.com>

Cc: Iris Alvarado <ialvarado@cityofedinburg.com>, Delia Jaramillo <djaramillo@cityofedinburg.com>

Good Morning,

We received these quotes and would like to confirm they are in compliance with Contract# 744-24.

Thank you

--

**Rogelio Garcia**
Special Services Manager
Police Department

✉ : rgarcia@cityofedinburg.com

☎ : 956-250-9383

📞 : 956-289-7710

🌐 : cityofedinburg.com

📍 : 1702 S Closner Blvd, Edinburg, TX 78539



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2 attachments**2026-Final CHEVY TAHOE DRONE UNIT LEASE QUOTE.pdf**

258K

**2026-Final Patrol Tahoe PPV Lease Quote.pdf**

258K

Contract Admin <ContractAdmin@buyboard.com>

Wed, Oct 22, 2025 at 10:39 AM

To: Rogelio Garcia <rgarcia@cityofedinburg.com>

Cc: Amanda Lamkin <Amanda.Lamkin@tasb.org>, Cesar Lopez <Cesar.Lopez@tasb.org>, Travis Maese <Travis.Maese@tasb.org>, Lupe Mireles <Lupe.Mireles@tasb.org>

The product quoted is covered in the scope of the vendor's awards under the contract. BuyBoard needs to be referenced on quote and purchase order, thank you.

Melonie Perry

Contract Administrator



Due to the high volume of verification requests, members are asked to allow 2 business days for processing.

----- Forwarded message -----

From: Rogelio Garcia <rgarcia@cityofedinburg.com>

To: Contract Admin <ContractAdmin@buyboard.com>
Cc: Iris Alvarado <ialvarado@cityofedinburg.com>, Delia Jaramillo <djaramillo@cityofedinburg.com>
Bcc:
Date: Wed, 22 Oct 2025 14:55:22 +0000
Subject: Compliance Verification for D&M Leasing Final Quote #31651 & 31092
Good Morning,

We received these quotes and would like to confirm they are in compliance with Contract# 744-24.

Thank you

--



Rogelio Garcia
Special Services Manager
Police Department

✉: rgarcia@cityofedinburg.com
☎: 956-250-9383
📞: 956-289-7710
🌐: cityofedinburg.com
📍: 1702 S Closner Blvd, Edinburg, TX 78539
📱 [f](#) [ig](#) [x](#) [yt](#) [in](#)

Sign up now for City of Edinburg's [CodeRED](#), to get important notifications and dial **311** for any city information/request.

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3 attachments

- 2026-Final CHEVY TAHOE DRONE UNIT LEASE QUOTE.pdf**
258K
- 2026-Final Patrol Tahoe PPV Lease Quote.pdf**
258K
- Compliance Verification for D&M Leasing Final Quote #31651 & 31092.eml**
735K



CITY OF EDINBURG - CITY COUNCIL

Meeting Date: November 5, 2025

RESOLUTION

Agenda Item No: 11.A.

Texas Gas Service

1. Agenda Item:

Consider the Resolution Denying the Increase Rate Proposal by Texas Gas Service Company, a Division of ONE Gas, Inc., Rio Grande Valley Service Area. [Josephine Ramirez Solis, City Attorney]

2. Description:

On June 30, 2025, Texas Gas Service Company (TGS or Company) filed a Statement of Intent to Increase Rates application with each of the cities in their Central-Gulf, West North, and Rio Grande Valley service areas. In the filing, the Company asserted that it is entitled to a \$41.1 million increase or a 9.83% increase over current adjusted revenues, excluding gas costs.

In June, the Cities Served by Texas Gas Service Company (TGS Cities) engaged the services of consultants to review the Company's filing. The consultants identified numerous unreasonable expenses and proposed significant reductions to the Company's request.

Accordingly, TGS Cities' attorney recommends that all TGS Cities members adopt the Resolution denying the rate change. Once the Resolution is adopted, TGS will have 30 days to appeal the decision to the Railroad Commission where the appeal will be consolidated with TGS' filing for the environs and those cities that have relinquished their jurisdiction (i.e. Gas Utility Docket 28202) currently pending at the Railroad Commission.

Under the law, cities with original jurisdiction over this matter have 125 days from the initial filing to take final action on the application. By the agreement of the parties, this deadline was suspended until November 17, 2025. As such, all cities with original jurisdiction will need to adopt the resolution no later than November 17. Accordingly, the purpose of the Resolution is to deny the rate application proposed by TGS.

Explanation of "Be It Resolved" Paragraphs:

1. This paragraph finds that the Company's application is unreasonable and should be denied.
2. This section states that the Company's current rates shall not be changed.
3. The Company will reimburse Cities for their reasonable rate case expenses. Legal counsel and consultants, approved by the TGS Cities will submit monthly invoices that will be forwarded to TGS for reimbursement.
4. This section merely recites that the Resolution was passed at a meeting that was open to the public and that the consideration of the Resolution was properly noticed.
5. This section provides TGS and counsel for the cities will be notified of the City's action by sending a copy of the approved and signed resolution to counsel.

3. Staff's Recommendation:

Consider the Resolution Denying the Increase Rate Proposal by Texas Gas Service Company, a Division of ONE Gas Inc., Rio Grande Valley Service Area.

Reviewed by:

Prepared by:
Josephine Ramirez Solis,
City Attorney

Attachments:

A. 2025 Denial Resolution TGS Rate

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF EDINBURG, TEXAS FINDING THAT TEXAS GAS SERVICE COMPANY’S, A DIVISION OF ONE GAS, INC., STATEMENT OF INTENT TO INCREASE RATES FILING WITHIN THE CITY SHOULD BE DENIED; FINDING THAT THE CITY’S REASONABLE RATE CASE EXPENSES SHALL BE REIMBURSED BY THE COMPANY; FINDING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; REQUIRING NOTICE OF THIS RESOLUTION TO THE COMPANY AND LEGAL COUNSEL.

WHEREAS, on or about November 5, 2025, the City of Edinburg, Texas (“City”) is a gas utility customer of Texas Gas Service Company, a Division of ONE Gas, Inc., (“TGS” or “Company”) within the unincorporated areas of the Central-Gulf, West North, and Rio Grande Valley Service Area, and a regulatory authority with an interest in the rates and charges of TGS; and

WHEREAS, the City is a member of Cities Served by Texas Gas Service Company (such participating cities are referred to herein as “TGS Cities”), a coalition of similarly situated cities served by TGS that have joined together to efficiently and cost effectively review and respond to natural gas issues affecting rates charged in TGS’ Central-Gulf, West North, and Rio Grande Valley Service Area; and

WHEREAS, on or about June 30, 2025, TGS filed with the City a Statement of Intent to Increase Rates seeking to increase natural gas revenues by \$41.1 million annually and to all customers residing in the City; and

WHEREAS, TGS Cities has coordinated its review of TGS’ Statement of Intent filing and designated attorneys and consultants to resolve issues in the Company’s filing; and

WHEREAS, through review of the application, TGS Cities’ consultants determined that TGS’ proposed rates are excessive; and

WHEREAS, TGS Cities’ members and attorneys recommend that TGS Cities members deny the Statement of Intent; and

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

Section 1. That the rates proposed by TGS to be recovered through its gas rates charged to customers located within the City limits, are hereby found to be unreasonable and shall be denied.

Section 2. That the Company shall continue to charge its existing rates to customers within the City.

Section 3. That the City's reasonable rate case expenses shall be reimbursed in full by TGS within 30 days of the adoption of this Resolution.

Section 4. That it is hereby officially found and determined that the meeting at which this Resolution is passed is open to the public as required by law and the public notice of the time, place, and purpose of said meeting was given as required.

Section 5. That a copy of this Resolution shall be sent to TGS representatives Judy Hitchye, Texas Gas Service Company, Barton Skyway IV, 1301 S. Mopac, Suite 400, Austin, Texas 78746 (Judy.Hitchye@onegas.com), and to Thomas Brocato at Lloyd Gosselink Rochelle & Townsend, P.C., 816 Congress Avenue, Suite 1900, Austin, Texas 78701 (tbrocato@lglawfirm.com).

PASSED AND APPROVED this 5th day of November, 2025.

CITY OF EDINBURG

Ramiro Garza Jr., Mayor

ATTEST:

Clarice Y. Balderas, City Secretary

APPROVED AS TO FORM:
CITY ATTORNEY'S OFFICE

Josephine Ramirez-Solis, City Attorney



CITY OF EDINBURG - CITY COUNCIL

Meeting Date: November 5, 2025

CONSENT AGENDA

Agenda Item No: 12.A.

Water Line Access Agreement between City and Sharyland Water Supply Corporation

1. **Agenda Item:**

Consider Authorizing the City Manager to Enter Into a Waterline Access Agreement with Sharyland Water Supply Corporation to Provide Fire Protection Services to Valencia Trails Phase I Subdivision. [Gerardo Carmona Jr, P.E., Director of Utilities]

2. **Description:**

This agreement provides for the installation of fire hydrants and related appurtenances to ensure adequate fire protection services for the Valencia Trails Phase I Subdivision. The property owner/developer will be responsible for all material and installation costs, while the City will assume responsibility for ongoing maintenance. The Valencia Trails Phase I Subdivision lies within the Sharyland Water Supply Corporation's Certificate of Convenience and Necessity (CCN) area and is located within the City limits.

3. **Staff's Recommendation:**

Approve Authorizing the City Manager to Enter Into a Waterline Access Agreement with Sharyland Water Supply Corporation to provide fire protection services to Valencia Trails Phase I Subdivision.

Reviewed by:

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

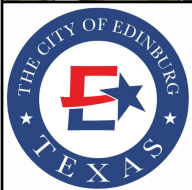
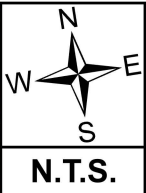
Prepared by:

Mirelda Garza Ramirez,
Administrative Specialist

Attachments:

A. Agreement - Valencia Trails Phase I Subdivision

LOCATION MAP



VALENCIA TRAILS PHASE I SUBDIVISION

REQUESTED BY: UTILITIES DEPT. **CREATED BY:** ENGINEERING DEPARTMENT - GIS DIVISION **DATE:** SEPTEMBER 29, 2025

MAP DISCLAIMER: This product is for informational purposes and may not have been prepared for, or suitable for legal, engineering, or surveying purposes. Users of this information should review or consult the primary data and information sources to ascertain the usability of the information. The user of this information agrees to these terms by using the data provided. City of Edinburg and the software developers assume no legal responsibility for the information.

AGREEMENT

Richard W. Fryer,
J.D., P.E., LEED AP

FRYER & HANSEN, PLLC

Law Firm
1352 W. Pecan Blvd.
McAllen, Texas 78501

Telephone 956-686-6606
Telefax 956-686-6601
email@FryerandHansen.com

September 19, 2025

Myra L. Ayala, City Manager
City of Edinburg
415 W. University Drive
Edinburg, Texas 78541

Via U.S. Postal Service

***RE: Waterline Access Agreement - Sharyland Water Supply Corporation, City of Edinburg,
LAC Enterprises, LLC - Valencia Trails Phase I Subdivision***

Dear Ms. Ayala:

Enclosed please find four (4) original **Waterline Access Agreements** ("**Agreement**") for the Valencia Trails Phase I Subdivision for signature on behalf of the City of Edinburg ("**City**") along with the Form 1295 signed by Sharyland Water Supply Corporation. Please review the Agreement documents, cause them to be executed on behalf of the City in the areas indicated, and provide a City Commissioners' Resolution and/or certified Minutes approving the Agreement.

Once the documents have been signed on behalf of the City, please return the documents (signed Agreements and Resolution and/or Minutes reflecting City's approval of the Agreement) back to this office in the self-addressed envelope provided herein for your convenience for signature by Sharyland Water Supply Corporation.

Once the documents have been signed on behalf of the City and returned to this office along with the City's Resolution and/or certified Minutes, we will review the documents and then forward them to Sharyland Water Supply Corporation for further execution. After the documents have been fully-signed by all parties, we will distribute a fully-executed original document to each party.

Thank you for your attention to this matter. If you should have any questions, please do not hesitate to call.

Sincerely,

/S/ Richard W. Fryer
Richard W. Fryer

RWF/kb
Enclosures

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2025-1365776

Date Filed:
09/19/2025

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Sharyland Water Supply Corporation
Mission, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Edinburg, Texas

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

SWSCWAA31
Waterline Access Agreement - Valencia Trials Phase I Subdivision

4	Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
			Controlling	Intermediary
	LAC Enterprises, LLC	McAllen, TX United States		X

5 Check only if there is NO Interested Party. ☐

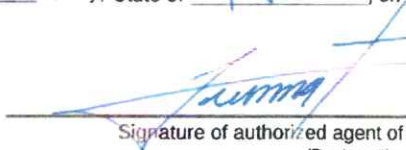
6 UNSWORN DECLARATION

My name is Carlos R. Lima and my date of birth is 08/18/1975

My address is 321 SShary Blvd, Alton, TX, 78573, USA.
(city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Hidalgo County, State of TX, on the 19 day of Sept, 20 25.
(month) (year)


Signature of authorized agent of contracting business entity
(Declarant)

STATE OF TEXAS

COUNTY OF HIDALGO

§
§
§
§

BETWEEN: SHARYLAND WATER
SUPPLY CORPORATION; LAC
ENTERPRISES, LLC; AND CITY OF
EDINBURG

**AMENDED
WATERLINE ACCESS AGREEMENT
(with City and Developer)**

WHEREAS, Sharyland Water Supply Corporation ("SWSC") has a water distribution system which was designed for potable water distribution to rural communities, such system not designed specifically with the intent to provide water for fire protection purposes;

WHEREAS, the City of Edinburg ("City") through its own forces or through the forces of those subject to a contract to provide services, may provide fire protection services to its citizens, some of which fall within the area of the Certificate of Convenience and Necessity granted to SWSC;

WHEREAS, SWSC and City are mindful of the benefits that can be received by the citizens of the City and the members of SWSC with the availability of water for use in controlling fires and thereby for the protection of life and property;

WHEREAS, LAC Enterprises, LLC, ("**Developer**") is developing the subdivision in the location described in **Exhibit "A"**, Valencia Trails Phase I Subdivision (the "**Subdivision**") and desires fire protection for the Subdivision.

THEREFORE, in exchange for the recitals herein made, the consideration exchanged and the goodwill generated, SWSC, Developer and City agree as follows:

1. This agreement pertains only to those areas in the Subdivision which also are within the boundaries of the Certificate of Convenience and Necessity granted to SWSC in HIDALGO County, Texas and only **with respect to those areas specifically listed in Exhibit "A."** No other parts of SWSC lines shall be affected by this agreement unless specifically set forth in writing by the parties and adopted by official acts of their respective governing bodies.
2. Developer and City shall have access to SWSC lines with no less than six inches (6") in diameter for the purpose of operating and maintaining a fire hydrant system in accordance with industry standards and all federal, state and local codes and as shown in **Exhibit "B" ("Fire Hydrants")**. Such Fire Hydrants to be used solely for the governmental purpose of fire-fighting. No other use of water shall be made under this agreement. City shall determine if the pressure and volume available on such lines are suitable and sufficient. SWSC shall gratuitously furnish to City's designated engineer,

such waterline modeling information as it may have to the extent such information affects the lines and hydrants shown in Exhibit "A"; such information does not constitute any representation or warranty of any condition and is subject to all limitations, disclaimers, etc. found in this agreement.

3. Except as otherwise provided in this paragraph, all City fire hydrants on SWSC waterlines or any part of SWSC's system, shall be painted black so as to be designated that they may be unavailable for use in a fire emergency and shall be operated by City such that a positive pressure of no less than 30 p.s.i. is maintained in SWSC's water line at the point of connection between the water line and the fire hydrant. Should City perform annual testing of each hydrant subject to this agreement so as to determine the color coding attributable to each hydrant under City's fire hydrant coding scheme, City may paint the tested hydrants the appropriate color under that color coding scheme for a period of one (1) year following the test, after which a new test must be done or the hydrant painted black until the appropriate test is done. Should a tested and color coded hydrant's condition change after being tested and its condition be such that a different color code is appropriate, City will immediately repaint the hydrant accordingly or should a year expire without a hydrant being re-tested, City will immediately paint it black and if City fails to so test and paint City's fire hydrants, SWSC may (but is not required to) do so at City's expense, such expense to be paid by City to SWSC upon demand. By allowing a hydrant subject to this agreement to be painted any color other than black, SWSC is not representing or warranting that the hydrant is available and suitable for use in a fire emergency.
4. The Fire Hydrants will be constructed by Developer and maintained by Developer and City as set out in Exhibit "B". If concrete is used for additional stability, the hydrant weep holes should not be covered.
5. All water used from the SWSC system will be reported monthly to SWSC by City. This report will state the estimated amount of water used, the date of use, the location of use and any problems encountered with the Fire Hydrants. Forms will be provided by City.
6. There may be an annual charge by SWSC for water used in fire protection. Such charge will be established annually by the Board of Directors. However, in no case will water be used for any domestic use, equipment wash-downs or construction purposes or any other purpose other than the actual use in controlling fires and maintaining the Fire Hydrants.
7. Because SWSC is a rural system that cannot patrol all locations daily, a problem may arise as to the abuse of Fire Hydrants by the taking of water for uses other than fire protection. If this becomes a problem, SWSC reserves the right to install security devices on all hydrants at the cost of City and Developer. Sufficient special wrenches, or keys, will be provided to SWSC by City at no cost to SWSC. Should City fail to install the required security devices, SWSC may install such devices as it deems appropriate at a cost to the City.

8. All Fire Hydrant maintenance, inspection and flushing will be done by City personnel, or those under contract to City, for which City will retain responsibility. A schedule will be set up by City to perform flushing no less frequently than once every six (6) months; maintenance, inspection and testing according to National Fire Protection Association 291 shall be performed by City no less frequently than every twelve (12) months. Such schedule shall be provided to SWSC in writing no later than thirty (30) days prior to any date shown on the schedule. City will maintain the Fire Hydrants such that they may be used as a temporary water sales point and as a flush valve by SWSC and if City fails to so maintain the Fire Hydrants, SWSC may (but is not required to) do so at City's expense, such expense to be paid by City to SWSC upon demand. SWSC may use the Fire Hydrants as temporary water sales point and as flush valves in order to assure the sanitary conditions of the potable water. In order to assure the integrity of its system and to maintain the sanitary conditions of the potable water, SWSC personnel will be present at the times of Fire Hydrants maintenance, inspection and flushing and no such activity will occur without such presence. All Fire Hydrants maintenance, inspection and flushing will be done at City's expense. SWSC may require such maintenance, inspection, and/or flushing to be made at any time, and after notice of such is given to City, such will be conducted as soon as reasonably possible.
9. All installation and replacement of Fire Hydrants and appurtenances will be performed by those personnel approved by SWSC and under City's and Developer's authority and responsibility, but only under SWSC's inspection for defects in construction that may affect water quality. No installation or replacement of Fire Hydrants and appurtenances may occur without the presence of SWSC personnel. All expenses involved in the installation and replacement of Fire Hydrants and appurtenances will be borne by City and Developer, including a reasonable fee for the presence and administration of SWSC's personnel.
10. CITY AND DEVELOPER ACKNOWLEDGE AND AGREE THAT SWSC, BY ALLOWING ACCESS TO ITS SYSTEM, ASSUMES A DUTY TO NOT INJURE A PERSON EMPLOYED BY OR OTHERWISE AUTHORIZED BY CITY OR DEVELOPER TO USE, ACCESS, OR IN ANYWAY BENEFIT FROM THE FIRE HYDRANTS, THE WATER THERE IN OR ANY APPURTENANCES THERETO (THE "USER") BY WILLFUL OR WANTON CONDUCT OR BY GROSS NEGLIGENCE AND THAT SWSC ASSUMES NO OTHER DUTY OR STANDARD OF CARE. CITY AND DEVELOPER UNDERSTAND THAT THE STANDARD OF CARE ASSUMED UNDER THIS AGREEMENT DOES NOT REQUIRE SWSC TO WARN THE USER OF AN UNSAFE CONDITION OR TO MAKE AN UNSAFE CONDITION SAFE SHOULD SWSC BECOME AWARE, EITHER ACTUALLY OR CONSTRUCTIVELY, OF A CONDITION WHICH RESULTS IN AN UNREASONABLE RISK TO THE USER. FURTHER, CITY AND DEVELOPER UNDERSTAND THAT SWSC MAY CHANGE THE CONDITION OF ITS SYSTEM IN A MANNER THAT MIGHT RENDER THE SYSTEM UNSAFE FOR A USER WITHOUT INCURRING LIABILITY FOR SUBSEQUENT INJURY TO USER BY THE NEW DANGER. CITY AND DEVELOPER AGREE TO USE THE WATER AND

SYSTEM AT ITS OWN RISK AND AS IT IS FOUND. SWSC, WITHOUT ACCEPTING ANY DUTY, GRATUITOUSLY WILL ENDEAVOR TO NOTIFY CITY AND DEVELOPER OF ANY CONDITION THAT MIGHT RENDER THE SYSTEM UNSAFE FOR USE BY CITY AND DEVELOPER SHOULD ITS MANAGER BECOME CONSCIOUSLY AWARE OF SUCH A CONDITION. SWSC HEREBY SPECIFICALLY DISCLAIMS ANY WARRANTY, GUARANTY OR REPRESENTATION, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, OR CONCERNING (A) THE NATURE AND CONDITION OF THE SYSTEM INCLUDING, WITHOUT LIMITATION, THE PIPELINES, HYDRANTS, FLUSH VALVES, APPURTENANCES, WATER AND REAL PROPERTY, THE SUITABILITY THEREOF FOR ANY AND ALL ACTIVITIES AND USES WHICH CITY AND DEVELOPER MAY ELECT TO CONDUCT OR THE EXISTENCE OF ANY HAZARD OR CONDITION; (B) THE NATURE AND EXTENT OF ANY RIGHT-OF-WAY, LEASE, POSSESSION, LICENSE, RESERVATION, CONDITION OR OTHERWISE; AND (C) THE COMPLIANCE OF THE SYSTEM OR ITS OPERATION WITH ANY LAWS, ORDINANCES OR REGULATIONS OF ANY GOVERNMENTAL ENTITY OR BODY. CITY AND DEVELOPER ACKNOWLEDGE BY USE OF THE SYSTEM THAT IT HAS AND WILL INSPECT THE SYSTEM AND CITY AND DEVELOPER WILL RELY SOLELY ON ITS OWN INVESTIGATION OF THE SYSTEM AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY OR ON BEHALF OF SWSC. CITY AND DEVELOPER FURTHER ACKNOWLEDGE THAT THE INFORMATION PROVIDED AND TO BE PROVIDED WITH RESPECT TO THE SYSTEM WAS OBTAINED WITHOUT CONSIDERATION BEING GIVEN AND SWSC (1) HAS NOT MADE ANY INVESTIGATION OR VERIFICATION OF SUCH INFORMATION; (2) DOES NOT MAKE ANY REPRESENTATION AS TO THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION. ACCESS TO THE SYSTEM IS ALLOWED ON AN "AS IS", "WHERE IS" AND "WITH ALL FAULTS" BASIS, AND CITY AND DEVELOPER EXPRESSLY ACKNOWLEDGE THAT, IN CONSIDERATION OF THIS ACCESS, SWSC MAKES NO WARRANTY OR REPRESENTATION, EXPRESSED OR IMPLIED, OR ARISING BY OPERATION OF LAW, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF CONDITION OR FITNESS FOR PARTICULAR PURPOSE WITH RESPECT TO THE SYSTEM OR ANY PORTION THEREOF.

CITY AND DEVELOPER AGREE BY ITS USE OF THE SYSTEM, DIRECTLY OR THROUGH OTHERS, THAT SWSC SHALL NOT BE RESPONSIBLE OR LIABLE TO THE CITY AND DEVELOPER, FOR ANY DEFECT, ERRORS, OMISSIONS, OR ON ACCOUNT OF ANY OTHER CONDITIONS AFFECTING THE PROPERTY, AS CITY AND DEVELOPER MAKE USE OF THE SYSTEM "AS-IS", "WHERE-IS" AND "WITH ALL FAULTS". CITY AND DEVELOPER OR ANYONE CLAIMING BY, THROUGH, OR UNDER CITY AND DEVELOPER, HEREBY FULLY RELEASE SWSC, ITS EMPLOYEES, OFFICERS, DIRECTORS, REPRESENTATIVES, ATTORNEY AND AGENTS FROM ANY COST, LOSS LIABILITY, DAMAGE, EXPENSE, DEMAND, ACTION OR CAUSE OF ACTION ARISING FROM OR

RELATED TO ANY DEFECTS, ERRORS, OMISSIONS, OR OTHER CONDITIONS AFFECTING THE SYSTEM. CITY AND DEVELOPER BY THEIR USE OF THE SYSTEM, FURTHER ACKNOWLEDGE AND AGREE THAT THIS RELEASE SHALL BE GIVEN FULL FORCE AND EFFECT ACCORDING TO EACH OF THE EXPRESSED TERMS AND PROVISIONS.

TO THE EXTENT APPLICABLE AND PERMITTED BY LAW, CITY AND DEVELOPER, IN CONSIDERATION FOR USING THE SYSTEM AND AS A MATERIAL INDUCEMENT TO SWSC FOR ALLOWING SUCH USE, WAIVE THE PROVISIONS OF THE TEXAS DECEPTIVE TRADE PRACTICES-CONSUMER PROTECTION ACT, AS WELL AS ALL OTHER STATUTORY PROVISIONS WHICH MIGHT CREATE A CLAIM AGAINST SWSC AS A RESULT OF THE USE OF SWSC'S SYSTEM. ACCORDINGLY, CITY AND DEVELOPER, BY AND THROUGH THE BELOW SIGNING REPRESENTATIVES WHO HAVE BEEN GIVEN THE APPROPRIATE AUTHORITY BY THEIR GOVERNING BODIES STATE:

I WAIVE MY RIGHTS UNDER THE DECEPTIVE TRADE PRACTICES CONSUMER PROTECTION ACT, SECTION 17.41 ET SEQ, BUSINESS AND COMMERCE CODE, A LAW THAT GIVES CONSUMERS SPECIAL RIGHTS AND PROTECTIONS. AFTER CONSULTATION WITH AN ATTORNEY OF MY OWN SELECTION, I VOLUNTARILY CONSENT TO THIS WAIVER.

TO THE EXTENT APPLICABLE AND PERMITTED BY LAW, CITY AND DEVELOPER, BY ITS USE OF THE SYSTEM, DIRECTLY OR THROUGH OTHERS, AGREE TO INDEMNIFY, PROTECT, DEFEND, SAVE AND HOLD HARMLESS SWSC, ITS EMPLOYEES, OFFICERS, DIRECTORS, REPRESENTATIVES, ATTORNEYS AND AGENTS FROM AND AGAINST ANY AND ALL DEBTS, DUTIES, OBLIGATIONS, LIABILITIES, SUITS, CLAIMS, DEMANDS, CAUSES OF ACTION, LOSSES, COST AND EXPENSES AND TO PAY ALL EXPERTS' AND ATTORNEYS' FEES AND EXPENSES AND COURT COSTS ASSERTED OR INCURRED BY SWSC AT ANY TIME AND IN ANY WAY RELATING TO, CONNECTED WITH, OR ARISING OUT OF THE CONDITION OF SWSC'S SYSTEM AND THE USE OF THE FIRE HYDRANTS OR THE OPERATION, MAINTENANCE AND MANAGEMENT THEREOF, INCLUDING ANY CLAIMS, SUITS, OR CAUSES OF ACTION ARISING FROM ANY NEGLIGENCE, INCLUDING GROSS NEGLIGENCE OF SWSC AND ITS AGENTS, OFFICERS AND EMPLOYEES AS THEY RELATE TO THE PROVISION OF WATER AND ACCESS TO SWSC'S SYSTEM UNDER THIS AGREEMENT.

IT IS THE EXPRESS INTENTION OF THE PARTIES THAT THE INDEMNITY PROVIDED FOR IN THIS AGREEMENT IS TO INDEMNIFY AND PROTECT SWSC FROM THE CONSEQUENCES OF ITS OWN NEGLIGENCE AND GROSS

NEGLIGENCE, EVEN WHEN THAT NEGLIGENCE AND GROSS NEGLIGENCE IS FOUND TO BE THE SOLE CAUSE OF THE INJURY, DEATH OR DAMAGES. CITY AND DEVELOPER ALSO WAIVE ALL RIGHTS TO SUBROGATION AGAINST SWSC.

THE INDEMNITY DESCRIBED HEREIN DOES NOT APPLY IF A PERSON THAT IS EMPLOYED BY OR THAT IS OTHERWISE AUTHORIZED BY CITY OR DEVELOPER TO USE, ACCESS, OR IN ANY WAY BENEFIT FROM THE FIRE HYDRANTS, THE WATER THEREIN, OR ANY APPURTENANCES THERETO, IS INJURED BY WILLFUL OR WANTON CONDUCT OR BY GROSS NEGLIGENCE OF SWSC.

11. This Agreement is intended to provide SWSC with all the protections and limitations from liability allowed by the laws as they exist and will exist, including, but not limited to, Texas Water Code § 67.0105, and the common law and all the terms and conditions hereof shall be liberally construed to effectuate this purpose and to sustain the validity of this Agreement. The parties agree that this Agreement shall not be construed in favor of or against either party on the basis that the party did or did not author the Agreement. This Agreement constitutes the entire agreement between the parties.
12. This agreement is effective upon execution by the parties and the recordation of Exhibit "A", with the official records of Hidalgo County and continues until terminated by either party in writing, such termination to occur only after written notice by the terminating party at least two (2) months prior to the termination date. All parties may terminate in the event of a default if such default is left uncured for 30 days after giving written notice.
13. Each person, signing below, warrants and represents to the parties to this Agreement, that he has been given full authority to execute this Agreement, such that it binds the party for which he signs to fully fulfill the terms of this Agreement.
14. This Agreement is not executed for the benefit of any third party and its terms shall not be enforceable by or in favor of any person or entity other than the express parties to the Agreement.
15. Developer will list SWSC as an additional insured on all liability insurance policies it holds related to the property being the subject of this Agreement, if any, for the duration of this Agreement. Developer will provide SWSC with a certificate of such insurance and 60 days prior notice for any cancellation of such insurance.
16. SWSC shall have the right to locate the pipe and accessories necessary to provide water for the Fire Hydrants in the Subdivision at a point to be chosen by SWSC, and shall have access to the Subdivision and equipment constructed by Developer and/or City at all reasonable and necessary times for any purpose with or in the furtherance of its business operations, and upon discontinuance of service, SWSC shall have the right to remove any

of its equipment from the Subdivision. SWSC may inspect its valves, piping, and appurtenances to the supply line as well as the Fire Hydrants on an annual basis for a reasonable fee to be set by SWSC (initially \$200.00), which may be increased based on future costs increases to provide this service. Where applicable, and upon notice, Developer shall have personnel present as necessary to assist in the inspection. Developer shall install, its own expense, any necessary fire service lines and equipment from SWSC's facilities and equipment to the point of use, including any customer isolation valves, backflow prevention and other equipment as may be specified by SWSC. SWSC shall also have access to the Subdivision for purpose of inspecting for possible illegal connections, cross-connections, potential contamination hazards, and illegal lead materials, and Developer and City agrees to annual inspections of its own facilities for these conditions.

17. Developer and City shall enforce the following restrictions to ensure the public health and welfare. The following undesirable practices are prohibited by State regulations and by this Agreement:
 - a. No direct connection between the public drinking water supply and a potential source of contamination is permitted. Potential sources of contaminations shall be isolated from the Fire Hydrants by an air gap or an appropriate backflow prevention assembly in accordance with state regulations.
 - b. No cross-connection between the Fire Hydrants and a private water system is permitted. Potential threats to the public drinking water supply shall be eliminated at the service connection by the proper installation of an air gap or an appropriate backflow prevention assembly. Backflow assemblies require annual inspections and testing by a certified backflow prevention assembly tester and documentation of the inspections reflecting proper installation, maintenance, and operation must be provided to the SWSC no later than 30 days after the inspection.
 - c. No connection which allows condensing, cooling, industrial process water, or any water of unknown quality to be returned to the Fire Hydrants or the public drinking water supply is permitted.
 - d. No pipe or pipe fitting which contains more than 8.0% lead may be used for the installation or repair of the plumbing in the Fire Hydrants.
 - e. No solder or flux which contains more than 0.2% lead may be used for the installation or repair of the plumbing in the Fire Hydrants.
18. SWSC may notify Developer and/or City, as applicable, of any cross-connection or other undesirable practices which have been identified during the initial or subsequent inspection. Developer and/or City shall immediately correct any undesirable practice in the Subdivision. Developer and/or City shall, at its expense, properly install, test and maintain any backflow prevention device required by the SWSC. Copies of all testing

and maintenance records shall be provided to SWSC. Failure to comply with the terms of this Agreement shall cause SWSC to terminate services or to install, test, and maintain an appropriate backflow prevention device at the service connection at the sole expense of Developer and/or City. Any expenses associated with the enforcement of this Agreement shall be paid to SWSC upon presentation to Developer and/or City.

19. Developer shall grant to SWSC, now and in the future, any easements required for the purpose of installing, maintaining, and operating such pipelines, meters, valves, and any other equipment which may be deemed necessary by SWSC to extend or improve SWSC's service for existing and future customers and members of SWSC, on such forms as are required by SWSC.
20. Developer and City agree that the maximum amount of liability to Developer and City that may be incurred by SWSC by virtue of any noncompliance with the terms of this Agreement is limited to the amount of fees paid by Developer and City to SWSC for services provided under this Agreement during the calendar year in which the noncompliance occurs.
21. Should any amounts to be paid by any party hereto, remain unpaid after the date the payment is due, such unpaid amount shall accrue interest, payable to the party to which the payment is due, at an annual, compounded rate of ten percent (10%) from the date the payment is due until it is fully paid.
22. In the event any litigation arises out of this Agreement between the parties hereto, the nonprevailing party shall pay the prevailing party all reasonable and necessary attorney's fees, expert fees, expenses and costs of court expended or incurred in connection with the litigation pursuant to Section 271.153 of the Texas Local Government Code or similar authority.
23. If any part, term, or provision of this Agreement is held by the courts to be illegal, invalid, or otherwise unenforceable, such illegality, invalidity, or enforceability shall not affect the validity of any other part, term, or provision, and the rights of the parties will be construed as if the part, term, or provision was never part of this Agreement.
24. The Agreement may be supplemented, amended, or modified only by the mutual agreement of the parties. No supplement, amendment, or modification of this Agreement shall be binding unless it is in writing and signed by all parties.

By signing and delivering this Agreement to the appropriate official of SWSC, the City and Developer authorize completion of this Agreement by filling in the Effective Date below.

IN WITNESS WHEREOF, EXECUTED by SWSC, Developer and City, acting under the authority of their respective governing bodies in multiple originals on the date indicated below.

SIGNED this day of _____, 20_____.

ATTEST:

CITY OF EDINBURG
415 W. University Drive
Edinburg, Texas 78540
Phone: (956) 388-8204
Fax: (956) 383-7111

By: _____
Clarice Balderas, City Secretary

By: _____
Myra L. Ayala, City Manager

APPROVED AS TO FORM:

By: _____
Josephine Ramirez Solis, City
Attorney

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Myra L. Ayala, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she is City Manager of the City of Edinburg, that she executed the same as the act of City of Edinburg for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the ____ day of _____
_____ 20_____.

Notary Public, State of Texas

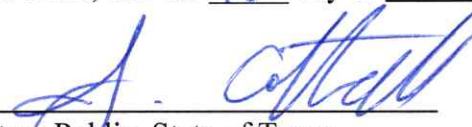
LAC ENTERPRISES, LLC. A Texas
Limited Liability Company
5105A N. 10th Street
McAllen, Texas 78504

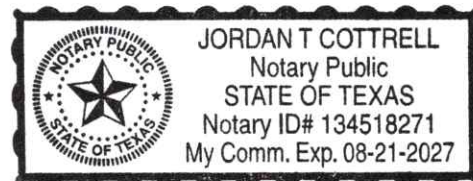
By: 
Leonel A. Cantu, Member

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

BEFORE ME, the undersigned authority, on this day personally appeared **Leonel A. Cantu**, Member of **LAC ENTERPRISES, LLC**, a Texas limited liability company, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he is the sole proprietor, and that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 18 day of September, 2025.


Notary Public, State of Texas



SHARYLAND WATER SUPPLY
CORPORATION
321 S. Shary Blvd
Alton, Texas 78573

By: _____
Carlos Lima, General Manager

APPROVED AS TO FORM:

By: _____
Richard W. Fryer,
Attorney for Sharyland
Water Supply Corporation

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Carlos Lima, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he is General Manager of Sharyland Water Supply Corporation, that he executed the same as the act of Sharyland Water Supply Corporation for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the _____ d a y o f
_____, 20____.

Notary Public, State of Texas

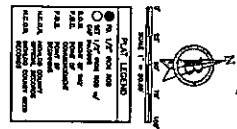
EXHIBIT "A"

A 4.7947 Acre Tract of Land, more or less, out of a 19.112 Acre Tract being comprised of 2,110 acres out of Lot 1, Section 238, and 17.002 acres out of Lot 8, Section 238, TEXAS-MEXICAN RAILWAY COMPANY'S SURVEY, according to the Plat thereof recorded in Volume 1, Page 12, Hidalgo County Map Records.

EXHIBIT "B"

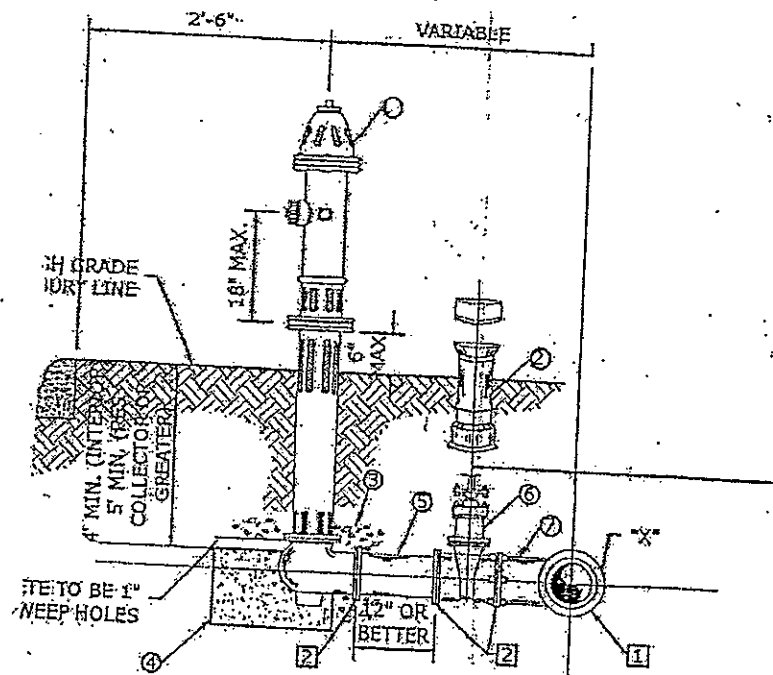
Fire Hydrant Installation

Each fire hydrant run-out shall be equipped with a 6" flanged mechanical joint resilient seated gate valve. This valve may be located adjacent to the mainline or between the mainline and the hydrant. Each fitting (Branch Tee, Gate Valve & Hydrant) shall be separately supported by a concrete thrust block including anchor rods. Care must be taken that the hydrant drain be kept clear when pouring concrete. Mainline Tees shall have mechanical joint, flanged fittings. Mega lugs shall also be used at all mechanical joint fittings.



SUBMISSION SITE - CONSTRUCTION KEYNOTES

[illegible]



NOTE:

- 1.) Oil shall be placed in hydrant at the time of installation
- 2.) Pumper nozzle shall face roadway. (5 1/2" N.S.T.)
- 3.) In certain instances, where distances permit, a Parallel Tee or Union-Tite 90 Degree elbow with restraining lugs may be used in lieu of a standard tee.
- 4.) Stainless steel bolts and nuts will be required in the event Tapping sleeves are used.

FIRE HYDRANT INSTALLATION

(CONSIST OF A FIRE HYDRANT, VALVE, AND VALVE BOX)

FIRE HYDRANT UNIT SHALL INCLUDE:

- 1.) FIRE HYDRANT W/ 4 1/2" PUMPER NOZZLE
- 2.) VALVE BOX
- 3.) 3 CU. FT. GRAVEL
- 4.) 3 CU. FT. CONCRETE: 1" BELOW HYDRANT WEEP HOLES
- 5.) 1 FT. MINIMUM PVC SPOOL
- 6.) 6" RESILIENT SEAT GATE VALVE (FLANGED X MECHANICAL JOINT)
- 7.) FLANGED X MECHANICAL JOINT CAST IRON TEE



CITY OF EDINBURG - CITY COUNCIL

Meeting Date: November 5, 2025

CONSENT AGENDA

Agenda Item No: 12.B.

Memorandum of Understanding - Grow RGV Tree Canopy Project

1. Agenda Item:

Consider Authorizing the City Manager to Enter Into a Memorandum of Understanding Between the City of Edinburg and the Region One Education Service Center for the GROW RGV Tree Canopy Project. [Jaime Acevedo, Director of Planning & Zoning]

2. Description:

The City received an invitation to partner with the Region One Education Service Center on the Fiscal Year 2025 Community Forestry Grant Category 6: Community Greening Transformations Project. The FY 2025 Community Forestry Grant Program helps communities develop sustainable programs that provide Texans with healthy trees and forests, establish sound urban and community forestry principles that promote the protection and enhancement of urban and community forestry ecosystems throughout the state of Texas.

Through this partnership the City will participate in the GROW RGV Tree Canopy Project, and receive a total of approximately 500 trees that will be planted in parks throughout the City, as well as provided to residents during “Tree Adoption” events.

The Planning, Parks and Recreation, and Public Works Departments request the City Council’s authorization for the City Manager to enter into a Memorandum of Understanding between the City of Edinburg and the Region One Education Service Center for the GROW RGV Tree Canopy Project. Region One submitted the grant application in March 2025 and received award notification from the Texas A&M Forest Service in May 2025. The period of performance is from May 2025 to December 2027.

There is no fiscal impact, and no matching funds are required. Procurement will adhere to federal, state, and City policies as required. If awarded, the grant will allow the City, as a partner, to receive the benefit of 500 native trees to plant at parks throughout the City, as well as to provide to residents through “Tree Adoption” events.

3. Staff's Recommendation:

Approve Authorizing the City Manager to enter into a Memorandum of Understanding between the City of Edinburg and the Region One Education Service Center for the GROW RGV Tree Canopy Project.

Reviewed by:

Jaime Acevedo, Director of Planning and Zoning
Claudia Farias, Director of Grants Administration
Jesus Saenz, Assistant City Manager

Prepared by:

Rita Guerrero, Assistant
Director of Planning and
Zoning

Attachments:

A. Memorandum of Understanding

MEMORANDUM OF UNDERSTANDING BETWEEN REGION ONE EDUCATION SERVICE CENTER AND THE CITY OF EDINBURG

This Memorandum of Understanding ("MOU") is entered into by Region One Education Service Center, a state agency of the State of Texas, and the City of Edinburg, a home rule city in the State of Texas, for the purpose of achieving the various goals and objectives relating to the GROW RGV, Tree Canopy Project. This agreement will be effective from November 1, 2025, to December 31, 2027.

This Partnership seeks to improve tree care practices and policies with seven (7) "Crucial Greening Communities" in the region. "Crucial Greening Communities" have lower tree canopy coverage and higher heat island temperatures than recommended by the US Forest Service. All trees within a city make up an "Urban Forest." This partnership seeks to increase the size of Edinburg's Urban Forest by planting 500 climate resilient trees in public parks, green spaces, and private residences.

This Partnership acknowledges that it is vital to improve tree care practices that increase the health, growth, canopy, and longevity of Community Trees.

I. Roles and Responsibilities for Region One Education Service Center

1. Provide 500 trees of various species and sizes to Edinburg & residents.
2. Provide tree care "Best Practices" trainings to Edinburg staff and residents. Provide "Native Plant Society of Texas" classes to (6) Edinburg staff members to become **Certified** in Native Landscape Maintenance with the goal of increasing employees' knowledge and abilities to provide better tree care for the community.
3. Provide \$10,000 worth of "water-wise irrigation" for proper watering of trees, \$1,000 worth of mulch and \$1,000 worth of organic compost to be applied during planting.
4. Collaborate with UTRGV-Agroecology students to assist with tree data collection, and limited tree planting assistance for residents who "adopt a tree."

II. Roles and Responsibilities for the City of Edinburg

1. Improve tree care practices within all City departments providing any tree planting or tree maintenance. These practices should follow the most current ISA-International Society of Arboriculture guidelines and Appendix A-Standards and Specifications for Purchasing, Planting, and Maintaining young trees.
2. Apply the "Right tree, right place" decision process when choosing the City-owned location for a specific tree species.
3. Use 3" of mulch on all grant-funded, newly planted trees at City facilities and train ground crews how to reduce grass and weeds from growing into the mulched tree rings, as shown by Region One Education Service Center personnel.
4. Assure that all grant-funded, newly planted trees at City facilities are properly watered to maximize growth and root development. Allow the strongest lower limbs to remain on the tree to increase trunk diameter.
5. Help organize "Tree Adoptions" for the residents of Edinburg to receive tree planting and tree care trainings prior to taking their adopted trees home to plant. Help share campaign materials

via city social media outlets encouraging residents to post and share pictures of their newly planted trees, and highlighting the City's actions to increase tree diversity and canopy.

6. Allow six (6) City employees to take Class 1 & 3 of the Native Plant Society of Texas, Rio Grande Valley Chapter, to receive a Native Landscape Maintenance Certificate. These City employees will be chosen by their willingness to participate in some form of tree care maintenance or supervision of City tree care practices, or as designated by their supervisor. Training cost will be paid by grant, and all trainings will be during normal working hours.
7. Collaborate with Region One ESC to leverage the values of increased tree care and tree plantings throughout the Rio Grande Valley.
8. **Planting Standards & Utilities.** The City will ensure planting follows ISA/ANSI A300 standards and local code, perform all required utility locates (e.g., 811), and secure permissions for planting on private property.
9. **Watering & Establishment Period.** The City will water newly planted trees on City property to achieve establishment (target: first 24 months) and will track watering/maintenance in a simple log available to Region One ESC upon request.
10. **Tree Adoption Events.** The City will obtain participant consent/release forms, provide site-selection guidance to residents ("right tree, right place"), and deliver homeowner care instructions; Region One ESC will provide training content and reasonable event support.

III. Term and Termination

This MOU becomes effective on November 1, 2025 (the "Effective Date") and continues in effect until December 31, 2027 (the "Term"), unless earlier terminated as provided herein. This Section supersedes any inconsistent date references elsewhere in the MOU.

Either party may terminate this MOU, without cause, upon at least sixty (60) days of prior written notice to the other party, with termination effective upon the expiration of the sixty (60) days or as mutually agreed to by the parties.

Effect of Termination. Upon termination, each Party will return any unused, tangible Materials belonging to the other Party that can be reasonably returned. Accepted and installed trees and Materials remain with the City. The following survive termination: Indemnification; Public Information/Records; IP & License; Ownership; Governing Law/Venue; Notices.

IV. Funding, Deliverables, and Ownership

4.1 Deliverables. Region One ESC will provide up to 500 climate-resilient trees of nursery grade that meet or exceed ANSI Z60.1 nursery stock standards, plus training as described in Section I. The City will perform siting, planting, and maintenance responsibilities described in Section II.

4.2 Materials and Budget Ceiling. Region One ESC will provide (a) irrigation materials valued not to exceed \$10,000, (b) mulch valued not to exceed \$1,000, and (c) organic compost valued not to exceed \$1,000 (collectively, the "Materials"). For clarity, these are *in-kind* contributions; no cash payment is contemplated.

4.3 Title and Risk of Loss. Title to trees and Materials transfers to the City upon delivery and written acceptance at the designated City facility. Risk of loss passes upon acceptance. The City is responsible for installation on City property and for distribution to residents participating in "Tree Adoption" events.

4.4 Quality and Substitutions. Region One ESC may substitute substantially similar species/sizes

based on nursery availability and site conditions, after good-faith consultation with the City arborist or designee.

4.5 Warranty/Replacement. Region One ESC makes no survival warranty for plant materials once accepted. The City's watering and maintenance obligations under Section II are intended to maximize establishment; replacement of dead/diseased trees after acceptance is subject to mutual written agreement and available funding.

4.6 Grant Definition. References to "grant" in this MOU mean funds or in-kind resources managed by Region One ESC for the Project. No third-party grant terms apply unless incorporated by written amendment attaching those terms.

V. Notices

All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered or sent by registered or certified mail, and shall be deemed received upon the earlier of (a) the date of delivery, if personally delivered, or (b) three (3) business days after the date of posting by the U.S. postal service, if mailed. Either party may change such address for notice for the party designated to receive such notice by giving advance written notice to the other party as provided in this paragraph. All such notices or communications shall be addressed as follows:

For the City of Edinburg:

Name: Myra L. Ayala

Title: City Manager

Address: 415 W. University Dr., Edinburg, TX 78539

Phone: 956-388-8204

Email: coegrants@cityofedinburg.com

For Region One Education Service Center:

Name: Dr. Daniel King

Title: Executive Director

Address: 1900 W Schunior Edinburg, Texas

Phone: 956 984-6005

Email: dking@esc1.net

VI. Governing Law and Venue

This MOU shall be governed by and construed in accordance with the laws of the State of Texas, without regard to its conflict of laws provisions. Any dispute under this Agreement may be brought in the State and Federal courts located in Hidalgo County, Texas, and the parties hereby submit to the exclusive jurisdiction of said courts.

VII Miscellaneous

Indemnification; Sovereign Immunity. To the extent permitted by Texas law, each Party is responsible for its own negligent acts or omissions and those of its officers, employees, and agents. Nothing in this MOU shall be construed as a waiver of any defenses or immunities available to either Party under the Texas Tort Claims Act or other applicable law,

including sovereign or governmental immunity. No Party assumes responsibility for the acts of third parties.

Insurance. During the Term, each Party shall maintain insurance or self-insurance customary for Texas public entities sufficient to cover its obligations under this MOU.

Independent Contractors. The Parties are independent contractors. This MOU does not create a partnership, joint venture, employment, or agency relationship. Neither Party may bind the other.

Public Information; Records; Audit. The Parties will maintain records related to this Project in accordance with their respective records-retention schedules and applicable law and acknowledge that records may be subject to the Texas Public Information Act. Upon reasonable notice, each Party will provide non-privileged records necessary to verify performance of this MOU.

Non-Appropriation. The obligations of each Party are contingent upon the continued availability of funds. If funds are not appropriated or otherwise made available, the affected Party may terminate this MOU without penalty by written notice, effective on the last day for which funds are available.

Training Materials; License. Unless otherwise stated in writing, Region One ESC retains ownership of training curricula and materials it develops. Region One ESC grants the City a non-exclusive, royalty-free license to use and share such materials internally for municipal tree-care training during the Term.

Data & Photos. Any data collected by students or volunteers that identifies residents or private property will be collected with consent and used only for Project purposes. Photos and testimonials used in publicity will follow each Party's policies; use of logos requires prior written approval.

Force Majeure. Neither Party is liable for delay or failure to perform due to causes beyond its reasonable control (e.g., extreme weather, disaster, epidemic, labor shortage, supply chain disruption). The affected Party will notify the other and resume performance as soon as practicable.

Assignment; Third-Party Beneficiaries. Neither Party may assign this MOU without the other's written consent. This MOU creates no rights in any third party.

VII. Entire Agreement

This MOU and the attached and incorporated addendum or exhibits, if any, contain the entire agreement of the parties relative to the purpose(s) of the MOU and supersede any other representations, agreements, negotiations, or understanding, oral or written, between the parties to this MOU.

VIII. Amendment

This MOU may be amended only by the mutual agreement of the parties, in writing, to be attached to and incorporated in this MOU.

IX. Authorization

By signing below, each party represents that he or she is authorized to execute this MOU and is bound by all terms of the MOU. This MOU may be executed in separate counterparts, each of which when so executed shall be an original, but all of such counterparts shall together constitute but one and the same instrument.

City of Edinburg

Region One ESC

Signature

Signature

Printed Name

Printed Name

Title

Title

Date

Date



CITY OF EDINBURG - CITY COUNCIL

Meeting Date: November 5, 2025

CONSENT AGENDA

Agenda Item No: 12.C.

Holiday Lighting and Decorations for the City of Edinburg's Promenade Walkway, Promenade Park, and City Hall

1. **Agenda Item:**

Consider Authorizing the City Manager to Renew the Agreement in the Amount of \$65,000.00 Between the City of Edinburg and Sixto Garza, Jr., Enterprises LLC DBA Six Shooter Softwash for RFP No. 2024-021, 2024 Holiday Lighting and Decorations for the City of Edinburg's Promenade Walkway, Promenade Park and City Hall, and Execute Any Documents Related Thereto. [Tomas D. Reyna, Assistant City Manager]

2. **Description:**

On November 5, 2024, the Edinburg City Council awarded RFP No. 2024-021, for the 2024 Holiday Lighting and Decorations at the City of Edinburg's Promenade Walkway, Promenade Park, and City Hall, to the lowest bidder, Sixto Garza, Jr., Enterprises LLC, dba Six Shooter Softwash with the option to renew for three additional one-year periods.

Since 2020, the holiday lighting and decorations at the Promenade Walkway, Promenade Park, and City Hall have provided a festive and welcoming ambiance for the community. The installation of this year's cohesive holiday display is scheduled for completion by November 26, 2025, with removal planned by January 16, 2026.

3. **Staff's Recommendation:**

Approve Authorizing the City Manager to Renew the Agreement in the Amount of \$65,000.00 Between the City of Edinburg and Sixto Garza, Jr., Enterprises LLC DBA Six Shooter Softwash for RFP No. 2024-021, 2024 Holiday Lighting and Decorations for the City of Edinburg's Promenade Walkway, Promenade Park and City Hall, and Execute Any Documents Related Thereto.

Reviewed by:

Prepared by:

Tomas Reyna, Assistant City Manager

Attachments:

- A. 2025 Lights for City of Edinburg
- B. C-18-26 Extension Agreement for Sixto Garza DBA Six Shooter Softwash



208 E Emory Ave, McAllen TX 78504
Sixto Garza Jr Enterprises LLC
956-878-9698

October 10, 2025

RFP# 2024-021

2024 Holiday Lighting and Decorations for the City of Edinburg's Promenade Walkway, Promenade Park, and City Hall. **Contract Extension for Holiday Lighting and Decoration for the City of Edinburg's Promenade Walkway, Promenade Park, and City Hall for 2025.**

BUY BOARD VENDOR # 735-24 Holiday Lighting Decoration

- All Labor, materials, SWP3, permits, traffic control, disposal, equipment, and all installation necessary for the Installation of the Christmas Decorations located at Edinburg City Hall, Promenade Walkway, and Promenade Park are included in this proposal. Storage, installation and maintenance/replacement of lights and decorations is also included in this proposal.
- Cords/wiring will be customized and cut to ensure no excessive wire line is exposed. Lines will be secured and hidden, when possible, to avoid any safety risks.
- Project will be completed and ready to turn on by November 26, 2026. Lights will be removed on the date specified by the city, by the week of Jan 15, 2026.
- All lighting will be connected to a timer and will remain on from dusk to dawn seven days per week.
- All lights provided will only be commercial grade LED lights.
- All trees wrapped will be done with 4" mini 70 count commercial grade full rectifier coaxial with weather tight connection system LED lights. There are some trees that will have lights individually custom wired and placed hanging down from the branches. We will use more than 1,100 strands of mini lights. The trees on the east side of City Hall will wrap all those trees as previous year.
- The 30 light posts around City Town Square will be wrapped with battery operated Cool White LED lights and will also be on during dusk to dawn.
- This is all inclusive and any lifts or additional equipment needed to complete the project is the responsibility of our company.
- As the contractor, we will be responsible for the operation and functionality of all lights to ensure they are correctly operating the entire time. Once a week, we will walk around the area to ensure the lights are working correctly. In the event the city discovers any lights not functioning correctly, please contact Sixto Garza Jr at 956-878-9698 (24/7) and we will correct any deficiency within 24 hours or less.
- We will be responsible to ensure all trash or debris is picked up.
- We haven't had any issues in the last 5 seasons, but we will be responsible for repairing any damage done.
- We are certified thru CLIPA (Christmas Light Installation Pro Association).
- This year, we will do Christmas (multi color) and Candy Cane theme.

Conceptual Plan and Proposal

The theme for this project will be “Candy Cane and Multi Color Christmas Theme”.

Area 1

McIntyre Street from N 5th Ave to 7th Ave

- All 69 trees will be wrapped using 4" mini 70 count commercial grade full rectifier coax with weather tight connection LED lights.
- 12 Lamp posts will be wrapped and decorated to include the Gazebo with the theme.
- C7 LED Lights, will be installed along both walls on McIntyre St, 300' each side.
- We will install 10 Arch lights props on McIntyre between 7th st and the gazebo, but we suggest we move it and place, 5 on each side, of the Christmas tree.
- Additional props will be used along both sides of the fence to enhance the theme.
- 2 Arches will be used and decorated.

Area 2

City Hall, Courtyard and Parking Lot Between 7th-8th and McIntyre – University Dr.

- 13 trees will be wrapped with 4" mini 70 count commercial grade full rectifier coax with weather tight connection system LED lights.
- The large tree on the corner of 8th and University Dr. will have hanging lights though out.
- 8 Palm Trees, 18 Lamp posts around the City Hall courtyard will be wrapped and decorated using C7 LED lights for the palm trees and 4" mini for the lamp posts. Additional material will be used to wrap the post that will enhance the theme.
- The City Hall Roof will be wrapped all around with magnetic C9 LED lights.
- A 16' Giant Sparkling Ornament will be placed next to the fountain, same as last year, for photo opportunities.
- We will also hang Spritzers throughout the courtyard.
- We will wrap all the trees located on the east side of city hall.

Area 3

McIntyre St. from N 8th Ave. to N 10th Ave.

- All 34 small trees will be wrapped using 4" mini 70 count commercial grade full rectifier coax with weather tight connection system LED lights.
- 4 Medium trees will be wrapped from top to bottom using 4" mini 70 count commercial grade full rectifier coax with weather tight connection system LED lights. We will also hang spritzers on the trees.
- The 13 Lamp post will be wrapped and decorated. Additional material will be used to wrap the post that will enhance the theme.
- Central Fire Station/EOC Center Roof will have magnetic C9 LED lights wrapped around the roof.

Area 4

McIntyre Promenade Park, Amphitheater, and ACE Building

- Amphitheater/Concession Stand/Fire Department Museum/ACE Building Roof wrapped all around with magnetic C9 LED Lights.
- ACE Building Patio small trees will also be wrapped with mini lights

- Five (5) medium size trees, lights will be wrapped from top to bottom in LED lights, 4" mini 70 count commercial grade full rectifier coax with weather tight connection system LED lights.
- One (1) large size tree, lights will be wrapped from the top to bottom in LED lights, 4" mini 70 count commercial grade full rectifier coax with weather tight connection system LED lights. We will also add Spritzers throughout the tree.
- C-7 or Mini Lights will be used along the rod iron fence line and additional props may be added to compliment theme
- A customized 8' Giant wreath with The City of Edinburg name prop will be used for photo opportunities, as previously done in the past.
- An 8' Sparkling Horse and Carriage will be used for photo opportunities.
- We will put on a 18' Sparkling Giant Ornament that also compliments the overall theme.
- Commercial grade lit garland will be used at the entrances for the amphitheater.
- A 5' LED City of Edinburg Logo will be placed on the center of the Christmas tree.

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Area 1: McIntyre Street from N. 5th Ave. to N 7th Ave.	1	LS	\$15,287	
2	Area 2: City Hall Courtyard and Parking Lot Between 7th Ave. - 8th Ave. -University Dr.	1	LS	\$17,156	
3	Area 3: McIntyre Street from N. 8th Ave. to N. 10th Ave	1	LS	\$8,455	
4	Area 4: McIntyre Promenade Park and Amphitheater	1	LS	\$23,102	
TOTAL				\$65,000	



Sixto Garza Jr/Owner
 Sixto Garza Jr. Enterprises LLC, dba Six Shooter Softwash
 CLIPA Certified
 208 E Emory Ave, McAllen TX 78504
 956-878-9698



CONTRACT NO.

C-18-26

City Council Approved:

November 5, 2024

To:

Myra L. Ayala, City Manager/Marissa
Clarice Balderas, City Secretary
Lorena Fuentes, Finance Manager
Tomas D. Reyna, Assistant City Manager
Joe Rios, Central Files



#65K

From: *Leeanna Charles*
Leeanna Rosel-Charles,
Administrative Assistant
City Attorney's Office
415 W. University
P.O. Box 1079
Edinburg, Texas 78540
Phone: (956) 388-1863
Email: lcharles@cityofedinburg.com

Extension for Agreement between the City of Edinburg and Sixto Garza, Jr. DBA Six Shooter Softwash 2024 Holiday Lighting and Decorations for the City of Edinburg's Promenade Parkway, Promenade Park and City. The term will now run from October 17, 2025 to January 16, 2026. A new proposal will need City Council's approval by November 5, 2025.

COMMENTS:

10-09-25 Josie, please review. Thank you.

10-09-25 Marissa, please have City Manager sign and return to me. Thank you.

10-10-25 Clarice, please attest and return for further processing. Thank you.

10-13-25 Tom, a digital copy for your records.

10-13-25 Joe, an original copy for Central Files.

*Done
10/9/25*



MEMORANDUM

DATE: October 9, 2025
TO: Leeanna Charles, Legal Administrative Assistant
FROM: Tomas D. Reyna, Assistant City Manager

SUBJECT: CONTRACT NO C-88-25 OPTION TO EXTEND AGREEMENT BETWEEN COE AND SIXTO GARZA, JR. DBA SIX SHOOTER SOFTWASH 2024 HOLIDAY LIGHTING AND DECORATIONS FOR THE CITY OF EDINBURG'S PROMENADE PARKWAY, PROMENADE PARK AND CITY.

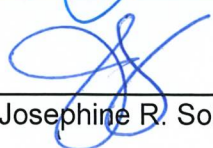
ATTACHMENTS REQUIRING SIGNATURES:

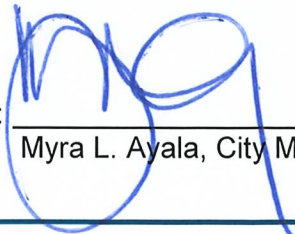
2 – Original Access Easement Agreement

- ☒ Approved by City Council on 11/05/2024 City Council approved final form of the agreement on X
- ☒ Approval by City Council not required extension of Agreement
- ☐ Meets purchasing requirements
- ☐ Change Order for this item has Funds are available
- ☐ Contract Exhibits completed and valid (including, HB 1295 Form, Insurance Certificate, if applicable) and of Payment and Performance Bond
- ☐ Emergency Repairs
- ☐ Change Order for additional Time Only no additional funding required.

Please review and let me know if you have additional questions.

Reviewed by: 
Tomas D. Reyna, Assistant City Manager
treyna@cityofedinburg.com

Reviewed By: 
Josephine R. Solis, City Attorney

Approved by: 
Myra L. Ayala, City Manager





October 8, 2025

Mr. Sixto Garza Jr., Owner
Sixto Garza Jr. Enterprises LLC, dba Six Shooter Softwash
208 E. Emory Ave.
McAllen, TX 78304

RE: Contract Extension for Holiday Lighting and Decoration for the City of Edinburg's Promenade Walkway, Promenade Park, and City Hall.

Dear Mr. Garza,

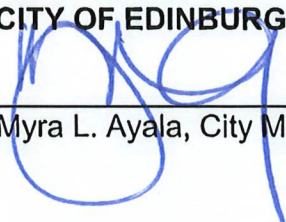
Pursuant to the Agreement between City of Edinburg and Sixto Garza Jr. Enterprises LLC, DBA Six Shooter Softwash 2024 Holiday Lighting and Decoration for the City of Edinburg's Promenade Walkway, Promenade Park, and City Hall dated November 05, 2025, the city hereby gives notice to extend the term as stated on Page 8 of the Agreement for an additional year for same scope of services as sated on the approved contract on November 05, 2025, which a copy of the agreement is attached to this letter for your reference. The term now will run from October 17, 2025 to January 16, 2026, subject to City Council Approval. A new proposal will need City Council's approval by November 5, 2025 and all other provisions of the agreement will remain in full force and effect.

Please acknowledge acceptance of this notice by signing below.

ACCEPTED BY:


Sixto Garza Jr. Owner

**APPROVED
CITY OF EDINBURG**


Myra L. Ayala, City Manager

ATTEST:


Clarice Y. Balderas, City Secretary

APPROVED AS TO FORM:


Josephine R. Solis, City Attorney

Attachment
CC: Agreement



415 W. University Drive • P.O. Box 1079 • Edinburg, Texas 78540
Phone (956) 388-8204 • Fax (956) 383-7111





CONTRACT NO.

C-88-25

City Council Approved:

November 05, 2024

To:

Myra L. Ayala, City Manager/Marissa
Tomas D. Reyna, Asst. City Manager
Clarice Balderas, City Secretary
Criselda Lozano, Purchasing Manager
Joe Rios, Central Files



From:

Martha Tidwell
Martha Tidwell Legal Assistant
City Attorney's Office
415 W. University
P.O. Box 1079

Edinburg, Texas 78540

Phone: (956) 388-8923

Fax: (956) 292-2113

Email:

mjenkins@cityofedinburg.com

Agreement between the City of Edinburg and Sixto Garza, Jr., dba Six Shooter Softwash 2024 Holiday Lighting and Decorations for the City of Edinburg's Promenade Parkway, Promenade Park, and City Hall, for a cost not to exceed \$70,000.00.

COMMENTS:

11-06-24 Josie, please approve.

11-06-24 Marissa, please have City Manager sign and return to me. Thank you.

11-07-24 Clarice, please attest and return to me for further processing.

11-07-24 Cris, attached is the 1295 for processing. VIA EMAIL ONLY.

11-07-24 Tom, for your files. VIA EMAIL ONLY.

11-07-24 Joe, an original/counterpart/copy for Central Files.

C-88-25



MEMORANDUM

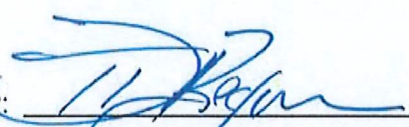
DATE: November 6, 2024
TO: Martha Tidwell, Legal Assistant
FROM: Tomas D. Reyna, Assistant City Manager

SUBJECT: Agreement for Sixto Garza Jr. Enterprises LLC dba Six Shooter Shooter SoftWash

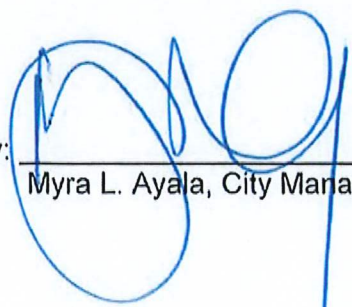
Attachments requiring signatures:

1 –AGREEMENT – Could we get a finalized original copy and a scan copy please

- ☒ Approved by City Council on 11/5/24 City Council approved final form of the agreement on 11/5/24
- ☐ Approval by City Council not required
- ☐ Meets purchasing requirements
- ☐ This item is Funds are available
- ☐ Contract Exhibits completed and valid (including, HB 1295 Form, Insurance Certificate, if applicable) and of Payment and Performance Bond
- ☐ Change Order for additional Time Only no additional funding required.
- Please review and let me know if you have additional questions.

Reviewed by: 
Tomas D. Reyna, Assistant City Manager
treyna@cityofedinburg.com

Reviewed By:  Josephine R. Solis, City Attorney

Approved by:  Myra L. Ayala, City Manager



STATE OF TEXAS	§	AGREEMENT BETWEEN THE CITY OF EDINBURG
COUNTY OF HIDALGO	§	AND SIXTO GARZA JR. DBA SIX SHOOTER
CITY OF EDINBURG	§	SOFTWASH 2024 HOLIDAY LIGHTING AND
		DECORATIONS FOR THE CITY OF EDINBURG'S
		PROMENADE WALKWAY, PROMENADE PARK, AND
		CITY HALL

The City of Edinburg, Hidalgo County, Texas, a municipal corporation, (hereinafter "**City**") and Sixto Garza Jr. Enterprises LLC, dba Six Shooter Softwash (hereinafter "**Contractor**"), are the parties to this Agreement.

RECITALS

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

WHEREAS, the Contractor represents that it has the knowledge, ability, equipment, and personnel to properly provide services needed by the City for installation of Holiday Lighting and Decorations For The City Of Edinburg's Promenade Walkway, Promenade Park, and City Hall; and,

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

SECTION I **EMPLOYMENT OF CONTRACTOR**

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

SECTION II **SERVICES OF CONTRACTOR**

A. The Contractor shall, in the scope of his work, perform the Services identified in **Exhibit "A"** of this document at the direction of the City. City shall provide Contractor with authorization to proceed, after execution of this Agreement.

B. Nothing contained in this Agreement is intended by the parties to create a partnership or joint venture between the parties, and any implication to the contrary is hereby expressly disavowed. It is understood and agreed that this Agreement does not create a joint enterprise, nor does it appoint either party as an agent of the other for any purpose whatsoever. Except as otherwise specifically provided herein, neither party shall in any way assume any of the liability of the other for acts of the other or obligations of the other.

SECTION III
RESPONSIBILITY OF THE CITY

- A. City will facilitate Contractor's work with the following tasks:
1. Provide Contractor with its requirements for the Services.
 2. Assist Contractor by providing information reasonably available to the City and pertinent to the Services.
 3. Facilitate access to and make provisions for Contractor to enter upon public property as reasonably required for Contractor to perform its Services.
 4. Give prompt written notice to Contractor whenever City observes or otherwise becomes aware of any defect in Services.

SECTION IV
RESPONSIBILITIES OF CONTRACTOR

- A. Contractor shall perform the Services described in **Exhibits "A"**.
- B. Contractor shall perform its services with care, skill, and diligence, in accordance with the applicable professional standards currently recognized by its profession, and shall be responsible for the professional quality, technical accuracy, completeness, and coordination of all reports, plans, information, and other items and Services furnished under this Agreement. Contractor shall comply with all applicable federal, state, and local laws, ordinances, codes, and regulations in performing the Services. If Contractor fails to meet applicable professional standards, Contractor shall without additional compensation correct or revise any errors or deficiencies, with or without request to do so by the City.
- C. Contractor shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of Services furnished by Contractor under this Agreement. Contractor shall keep the City informed of the Services performed under this Agreement. In connection with the performance of the Services by Contractor, Contractor agrees to promptly and fully disclose to City any information regarding the Services as City may request.
- D. Contractor shall perform Services necessary to accomplish the work specified in this Agreement, in accordance with this Agreement.
- E. City's review or approval of reports, and other services furnished hereunder shall not in any way relieve Contractor of responsibility for the technical adequacy of the work. Neither City's review, approval, or acceptance of, nor payment for any of the

Services shall be construed as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

F. Contractor shall be and shall remain liable, in accordance with applicable law, for all damages to City caused by Contractor's negligent performance of any of the Services furnished under this Agreement. Contractor shall not be responsible for any time-delays in the project caused by circumstances beyond Contractor's control.

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

SECTION V

PAYMENT AND FEES

A. City hereby agrees to pay a sum not to exceed **\$70,000.00** for services to be performed. Contractor shall submit all invoices to City in the manner specified herein. Contractor and City acknowledge and agree that compensation paid by City to Contractor under this Agreement is based upon Contractor's estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Contractor. Consequently, the parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Contractor and its employees, agents, and subcontractors may be eligible. City therefore has no responsibility for such contributions beyond compensation required under this Agreement.

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

a. Claims have been made against City based on Contractor's conduct in the performance or furnishing of Services, or City has incurred costs, losses, or damages resulting from Contractor's conduct in the performance or furnishing of Services, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, and non-compliance with Laws and Regulations;

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

c. Any Services are defective, requiring correction or replacement;

d. City has been required to correct defective Services or has accepted defective Services;

e. Other items entitle City to a set-off against the payment amount.

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

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

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

F. Contractor shall provide an invoice per tasks. Payment terms shall be net thirty (30) days from receipt of invoice.

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

SECTION VI

TERM OF AGREEMENT

A. Except as provided below, the Services shall be completed **January 15, 2025**. The City of Edinburg will retain the option, at its sole discretion, to award up to three (3) renewal periods of one (1) year each.

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

provisions of this Agreement, including but not limited to Vendor's inability, or anticipated inability, to complete the Services by January 15, 2025.

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

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

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

SECTION VII

LIQUIDATED DAMAGES

A. Contractor and Owner recognize that time is of the essence and that Owner will suffer financial and other losses if the Services are not completed as set out above. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal proceeding, the actual loss suffered by Owner if the Services are not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner **based on fees below** for each day that expires after the time to complete the Services (as duly adjusted pursuant to the Contract) specified above.

For Contract of Amount			Cost Per Day
\$5,000.00	To	\$25,000.00	\$100.00
\$25,000.01	To	\$100,000.00	\$200.00
\$100,000.01	To	\$500,000.00	\$250.00
\$500,000.01	To	\$1,000,000.00	\$300.00
\$1,000,000.01	To	\$2,000,000.00	\$400.00
\$2,000,000.01	To	\$3,000,000.00	\$500.00

\$3,000,000.01	To	\$4,000,000.00	\$600.00
\$4,000,000.01	To	\$5,000,000.00	\$700.00
\$5,000,000.01	And	Over	\$800.00

SECTION VIII **SCHEDULE REQUIREMENTS**

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

SECTION IX **WRITTEN NOTICE OF ISSUE**

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

SECTION X **NO DAMAGE FOR DELAY**

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

SECTION XI **UNREASONABLE SITE INSPECTION REQUIREMENTS**

The Contractor acknowledges that it has taken steps necessary to ascertain the nature and location of the Services and that it has investigated and satisfied itself as to the general and local conditions which can affect the Services and its costs. The Contractor also acknowledges that it has satisfied itself as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered or difficulties

or access insofar as this information is ascertainable from an inspection of the site and available documents.

SECTION XII

DUTY TO COORDINATE AMONG SEPARATE PRIME CONTRACTORS

The City reserves the right to engage separate contractors to perform aspects of the 2024 Holiday Lighting and Decorations for the City of Edinburg's Promenade Walkway, Promenade Park, and City Hall other than the services under this agreement. In such case, Contractor shall coordinate sequence and schedule its work together and in cooperation with such other contractors. In the event of any difficulties caused by any such other separate contractor, this Contractor shall look solely for relief to such other contractors and shall not make claim against City.

SECTION XIII

MINIMUM INSURANCE REQUIREMENTS

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

- A. Workers Compensation
In accordance with State statute.
- B. Comprehensive General Liability
 - 1. Bodily Injury
 - \$250,000 each person
 - \$500,000 each occurrence
 - 2. Property Damage
 - \$100,000 each occurrence
 - \$100,000 each aggregate

or \$500,000 combined single limits
- C. Comprehensive Auto Liability
 - 1. Bodily Injury
 - \$100,000 each person
 - \$500,000 each occurrence
 - 2. Property Damage
 - \$100,000 each occurrence
 - \$100,000 aggregate

or \$500,000 combined single limits
- D. City's Protective Liability

1. Bodily Injury
\$250,000 each person
\$500,000 each occurrence
2. Property Damage
\$100,000 each occurrence
\$100,000 each aggregate

or \$500,000 combined single limits

E. Professional Liability

1. Professional
\$1,000,000 per claim and in the aggregate

F. Evidence of the above insurance coverage is attached as Exhibit "B" and the City of Edinburg shall be listed as an additional insured.

G. Contractor hereby agrees as follows:

1. To punctually pay or cause to be paid all premiums and other sums payable under each insurance policy required to be obtained, kept, and maintained pursuant to this Agreement;
2. To maintain in full force and effect the policies required to be carried to the extent so required to be carried pursuant to the terms hereof;
3. To ensure that all Casualty Proceeds are paid to the Party entitled to receive same;
4. Not, at any time, to take any action (or omit to take action) which action (or omission) would cause any insurance policies required to be obtained, kept, and maintained under this Agreement to become void, voidable, unenforceable, suspended, or impaired in whole or in part or which would otherwise cause any sum paid out under any such insurance policy to become repayable in whole or in part; and
5. Promptly deliver Notice to City of any facts or circumstances of which it is aware which, if not disclosed to its insurers or re-insurers, is likely to affect adversely the nature or extent of the coverage to be provided under any insurance policy required hereunder.

SECTION XIV
ALTERNATE DISPUTE RESOLUTION/NEUTRAL PARTY

A. If any dispute, controversy, or claim between or among the Parties arises under this Agreement or is related in any way to this Agreement or the relationship of the

Parties hereunder (a "Dispute"), the Parties shall first attempt in good faith to settle and resolve such Dispute by meeting at a mutually agreeable time and place to discuss the Dispute within seven (7) days following the original written notice of any Dispute by the party making such a claim. The Parties shall seek to resolve the Dispute in writing within fourteen (14) days following the original written notice of any Dispute by the party making such a claim.

B. If a mutual resolution and settlement are not obtained at the meeting, the Parties shall participate in good faith in formal mediation, within thirty (30) days following the original written notice of any Dispute, with a mutually agreeable mediator at a mutually agreeable time and place. No settlement reached under this provision shall be binding on the Parties until reduced to a writing signed by a representative of Contractor and the City Manager. Unless the parties expressly agree otherwise, each party shall bear its own costs and legal and expert fees incurred in the mediation, and evenly share the costs of the mediator. If after proceeding in good faith the parties, with the assistance of a neutral mediator, do not resolve the dispute within forty-five (45) days following the original written notice of any Dispute, the parties may proceed in accordance with the section below.

SECTION XV **CONTROLLING LAW, MANDATORY VENUE, AND FEES AND EXPENSES**

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

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

SECTION XVI **INDEMNIFICATION**

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

B. Contractor agrees to assist City in defense of claims or litigation brought against the City related to the Services.

SECTION XVII **LIMITATION OF LIABILITY**

A. Contractor agrees to limit the City's liability arising from City's acts, errors, or omissions such that the total liability of City shall not exceed Contractor's total fees paid by the City to Contractor for the Services. Contractor agrees that City will not be liable for

any indirect, incidental, special, or consequential punitive or multiple damages, including without limitation any damages resulting from loss of use, loss of business, loss of revenue, loss of profits, or loss of data, arising in connection with this Agreement, Contractor's performance of Services, or of any other obligations relating to this Agreement, even if City has been advised of the possibility of such damages. The foregoing limitation of liability shall apply to the maximum extent allowed by law for limitation of City's liability, regardless of the cause of action under which such damages are sought.

SECTION XVIII **AGREEMENT CONSTRUCTION**

A. The headings of the Sections contained in this Agreement are for reference purposes only, and shall not affect the meaning or interpretation of this Agreement. The parties have been advised by counsel in connection with this Agreement. This Agreement shall be construed and interpreted in accordance with the plain meaning of its language, and not for or against either party, and as a whole, giving effect to all of the terms, conditions, and provisions of this Agreement. Nothing contained in this Agreement shall be deemed to confer any right or benefit on any person who is not a party to this Agreement.

SECTION XIX **NO PENDING LITIGATION**

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

SECTION XX **SEVERABILITY**

A. If any term or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

SECTION XXI **NOTICE**

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

(a) Notices to the City:

City of Edinburg
415 W. University Drive
Edinburg, Texas 78539
Attn.: Myra L. Ayala, City Manager
mayala@cityofedinburg.com

With a copy to:

City of Edinburg
415 W. University Drive
Edinburg, Texas 78539
Attn.: Josephine Ramirez Solis, City Attorney
jsolis@cityofedinburg.com

Sixto Garza Jr. Enterprises LLC, dba Six Shooter Softwash
208 E Emory Ave.
McAllen, TX 78504
Attn: Sixto Garza Jr., Owner
Email: sixto@sixshootersoftwash.com

B. Such Notices shall be deemed delivered (i) in the case of U.S. mail in the manner provided above, three (3) business days after posting, (ii) if sent by nationally recognized overnight courier with electronic tracking service, the next business day after depositing same with such overnight courier before the overnight deadline and if deposited with such courier after such deadline, then the next succeeding business day, or (iii) if by email, the date and time indicated in the email.

SECTION XXII **NON-APPROPRIATIONS**

A. Notwithstanding anything in the contract documents to the contrary, any and all payments which the City is required to make under this contract shall be subject to annual appropriation or other availability of funds, as certified by the Director of Finance.

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

SECTION XXIII **SUCCESSORS AND ASSIGNS**

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

SECTION XXIV CONFLICT OF TERMS

If any of the terms of this Agreement conflict in any respect with any of the terms of the attached Exhibits, the terms of this Agreement shall be controlling.

SECTION XXV NO WAIVERS OR ACCORD AND SATISFACTION

A. This Agreement may be amended only by written instrument signed by all parties.

B. No failure or delay of the City, in any one or more instances (i) in exercising any power, right, or remedy under this Agreement or (ii) in insisting upon the strict performance by Contractor of its covenants, obligations, or agreements under this Agreement, shall operate as a waiver, discharge, or invalidation thereof, nor shall any single or partial exercise of any such right, power, or remedy or insistence on strict performance, or any abandonment or discontinuance of steps to enforce such a right, power, or remedy or to enforce strict performance, preclude any other or future exercise thereof or insistence thereupon or the exercise of any other right, power, or remedy. The covenants, obligations, and agreements of Contractor and the rights and remedies of the City upon a default shall continue and remain in full force and effect with respect to any subsequent breach, act, or omission.

C. Without limiting the generality of the above, the receipt by City of any Services with knowledge of a breach by Contractor of any covenant, obligation, or agreement under this Agreement shall not be deemed or construed to be a waiver of such breach. No acceptance of Services or payment to Contractor shall be deemed to be other than on account of the earliest installment of the amounts due under this Agreement, nor shall any endorsement or statement on any check, or any letter accompanying any check, wire transfer or other payment, be deemed an accord and satisfaction. City may accept services or make payment without prejudice to its rights under this Agreement or pursue any remedy provided in this Agreement or provided otherwise by law or equity.

EXECUTED by the parties in triplicate originals on this 5th day of NOV., 2024.

CITY OF EDINBURG:

BY: _____

Myra L. Ayala, City Manager
City of Edinburg
415 W. University Dr.
P.O. Box 1079
Edinburg, Texas 78540
Phone: (956) 388-8207
Fax: (956) 383-7111

ATTEST:

BY: _____

Clarice Y. Balderas
Clarice Y. Balderas, City Secretary



APPROVED AS TO FORM:

BY: _____

Josephine Ramirez Solis
Josephine Ramirez Solis
City Attorney

**SIXTO GARZA JR. ENTERPRISES
LLC, DBA SIX SHOOTER SOFTWASH**

BY: _____

Sixto Garza Jr.
Sixto Garza Jr., Owner
208 E Emory Ave.
McAllen, TX 78504
(956) 878-9698
Email: sixto@sixshootersoftwash.com

Attachments: Exhibit "A" RFP 2024-048 & Proposal
Exhibit "B" Insurance

**EXHIBIT "A" TO AGREEMENT BETWEEN THE CITY OF EDINBURG AND NAME OF
CONTRACTOR 2024 HOLIDAY LIGHTING AND DECORATIONS FOR THE CITY OF
EDINBURG'S PROMENADE WALKWAY, PROMENADE PARK, AND CITY HALL**



208 E Emory Ave, McAllen TX 78504
Sixto Garza Jr Enterprises LLC
956-878-9698

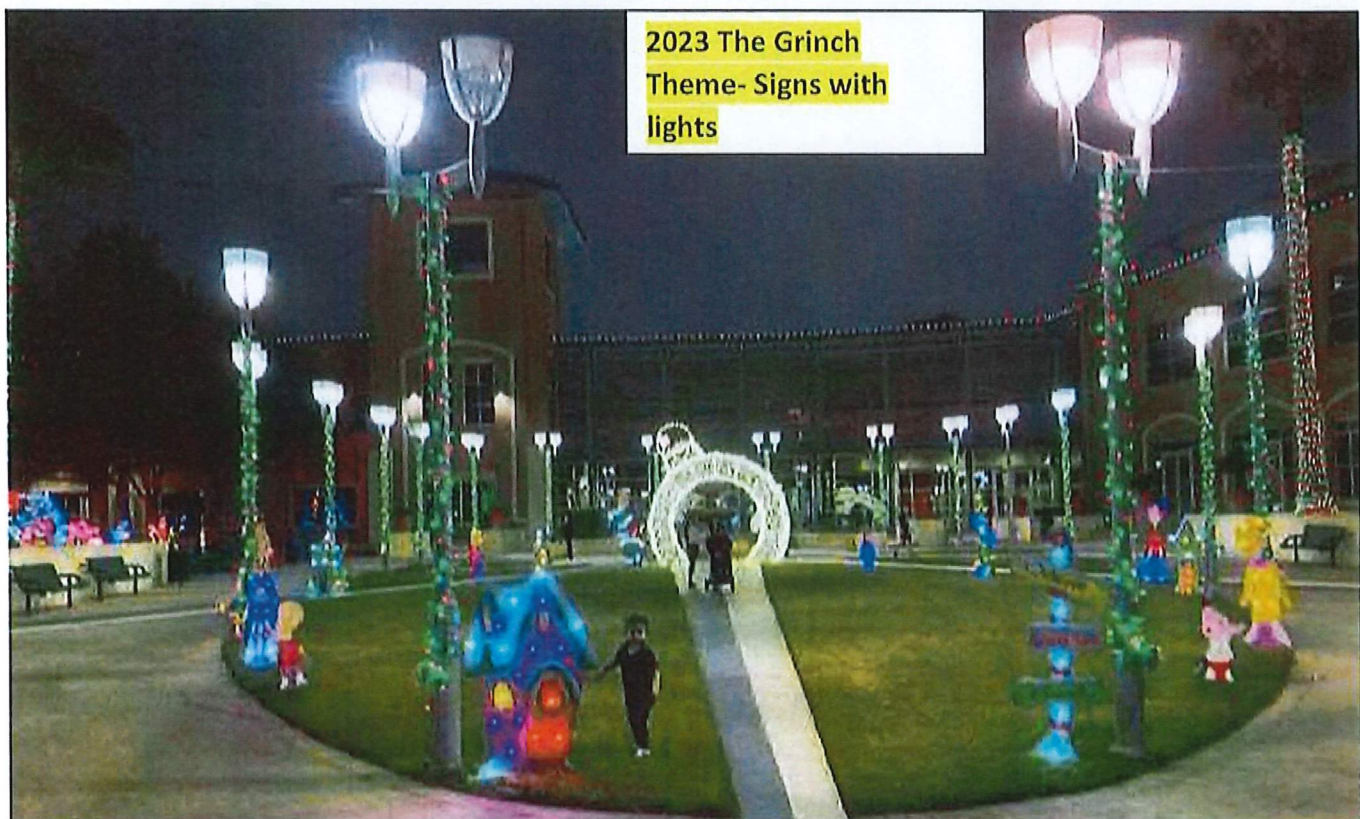
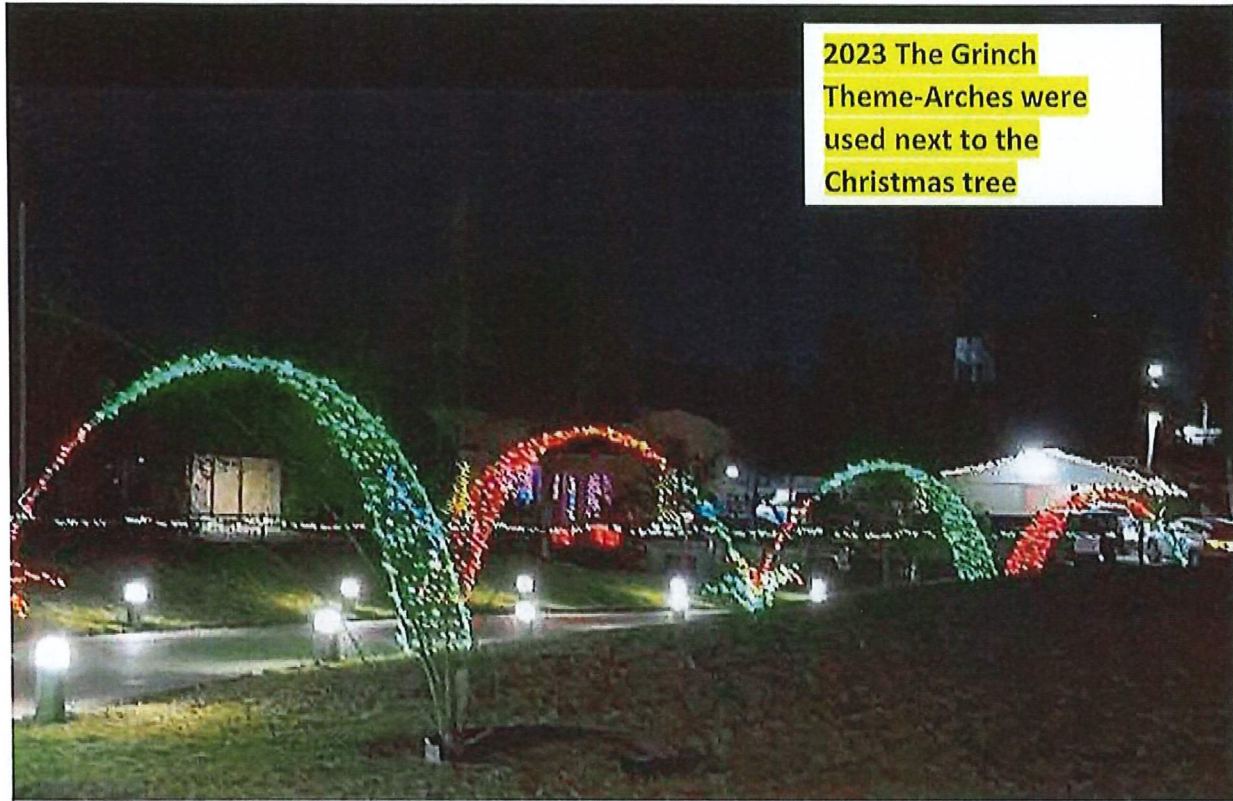
October 10, 2024

RFP# 2024-021

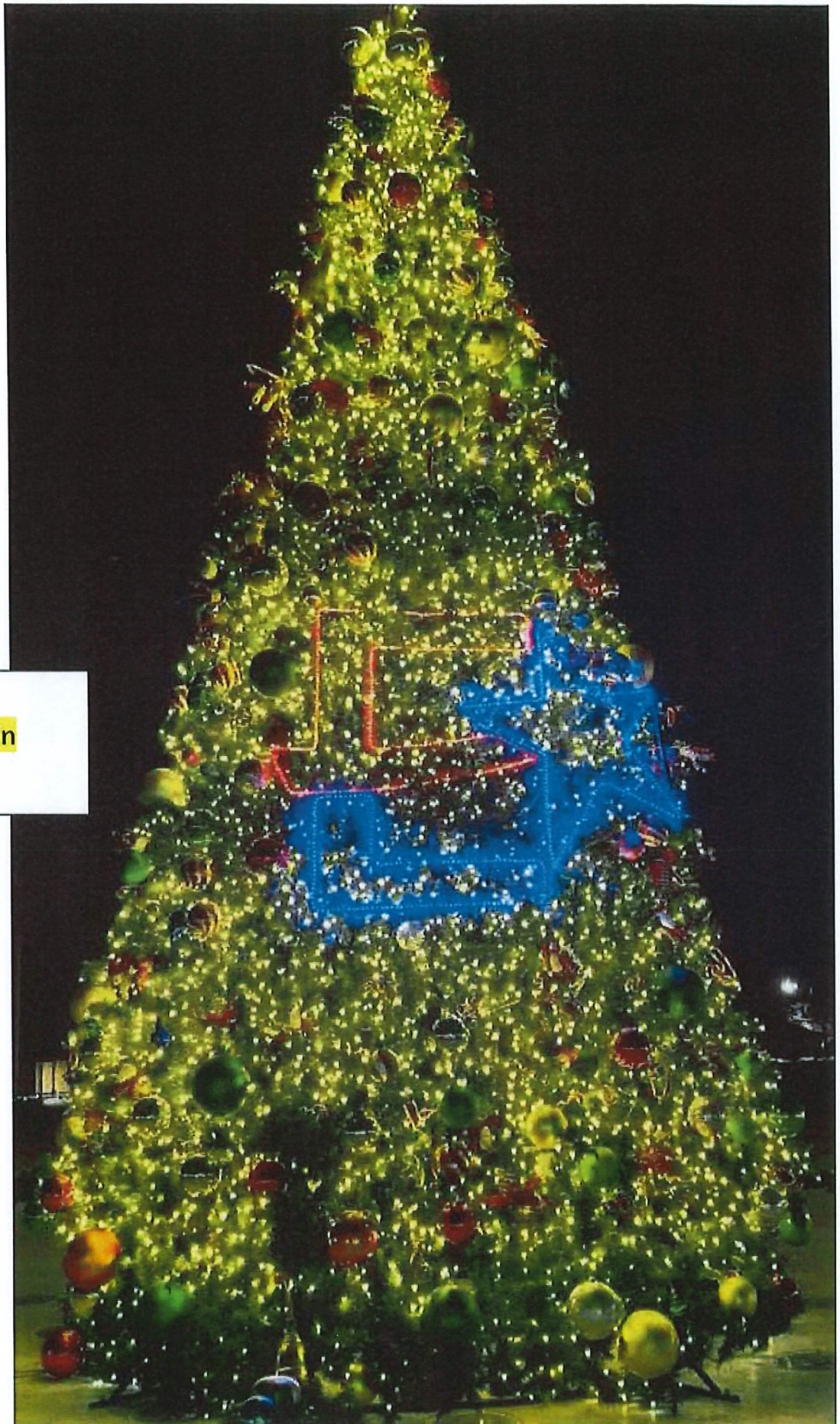
2024 Holiday Lighting and Decorations for the City of Edinburg's Promenade Walkway, Promenade Park, and City Hall.

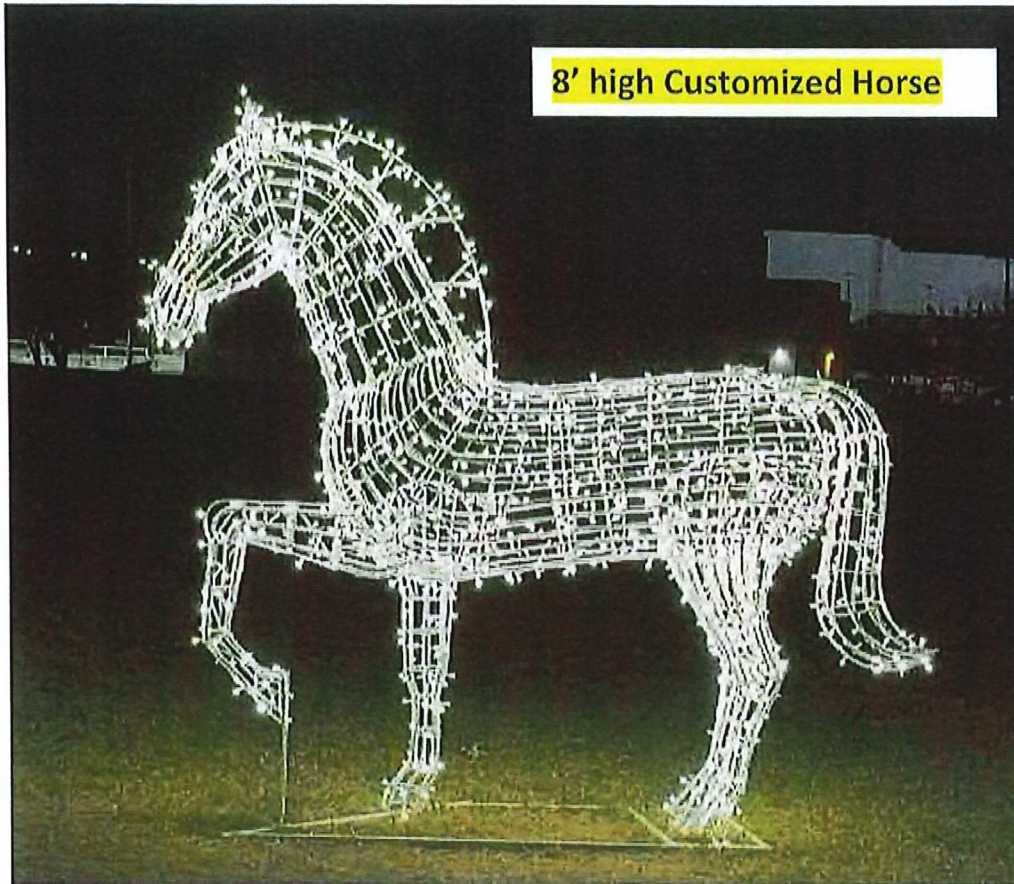
- All Labor, materials, SWP3, permits, traffic control, disposal, equipment, and all installation necessary for the Installation of the Christmas Decorations located at Edinburg City Hall, Promenade Walkway, and Promenade Park is included in this proposal. Storage, installation and maintenance/replacement of lights and decorations is also included in this proposal.
- Cords/wiring will be customized and cut to ensure no excessive wire line is exposed. Lines will be secured and hidden, when possible, to avoid any safety risks.
- Project will be completed and ready to turn on by November 26, 2024. Lights will be removed on the date specified by the city, by the week of Jan 15, 2025.
- All lighting will be connected to a timer and will remain on from dusk to dawn seven days per week.
- All lights provided will only be commercial grade LED lights.
- All trees wrapped will be done with 4" mini 70 count commercial grade full rectifier coax with weather tight connection system LED lights. There are some trees that will have lights individually custom wired and placed hanging down from the branches. We will use more than 1,100 strands of mini lights. **NOTE: Even though the trees on the east side of City Hall are not mentioned in the proposal, we will wrap all those trees as previous year.**
- The 30 light posts around City Town Square will be wrapped with battery operated Cool White LED lights and will also be on during dusk to dawn.
- This bid is all inclusive and any lifts or additional equipment needed to complete the project is the responsibility of our company.
- As the contractor, we will be responsible for the operation and functionality of all lights to ensure they are correctly operating the entire time. Once a week, we will walk around the area to ensure the lights are working correctly. In the event the city discovers any lights not functioning correctly, please contact Sixto Garza Jr at 956-878-9698 (24/7) and we will correct any deficiency within 24 hours.
- We will be responsible to ensure all trash or debris is picked up.
- We haven't had any issues in the last 4 years, but we will be responsible for repairing any damage done.
- We are certified thru CLIPA (Christmas Light Installation Pro Association) and for the last 4 years (2020, 2021, 2022, 2023), we have provided the City of Edinburg with all Christmas light events. Also, for the last 3 years (2021, 2022, 2023) we have decorated the City of Brownsville Market Square for their Christmas light events.
- Every year, we have provided a different theme, Santa Clause, Candy Cane, Winter Wonder Land, and The Grinch. This year we are proposing a Twinkle Twinkle Little Star/Magical Stary Night Theme with all the lights having a combination of warm white, cool white, sparkling/blinking lights.
- **Holiday Light Show-** For 2024 Christmas Light season, we are unable to create and provide a light show, it takes 4-6 months of create, develop, and planning to be able to properly execute. After the 2024 Christmas Season is over, we will gladly provide a Light Show quote for the 2025 Christmas Season. For 2025 budgetary purposes, a customizable light show will cost approximately \$55,000.

- Below are some large-scale outdoor projects we have completed in the past four years for 2020, 2021, 2022 and 2023, City of Edinburg. Also, City of Brownsville, 2021, 2022, 2023 and South Padre Island Convention Center/Boat Parade 2021, 2022, 2023 (at the bottom).

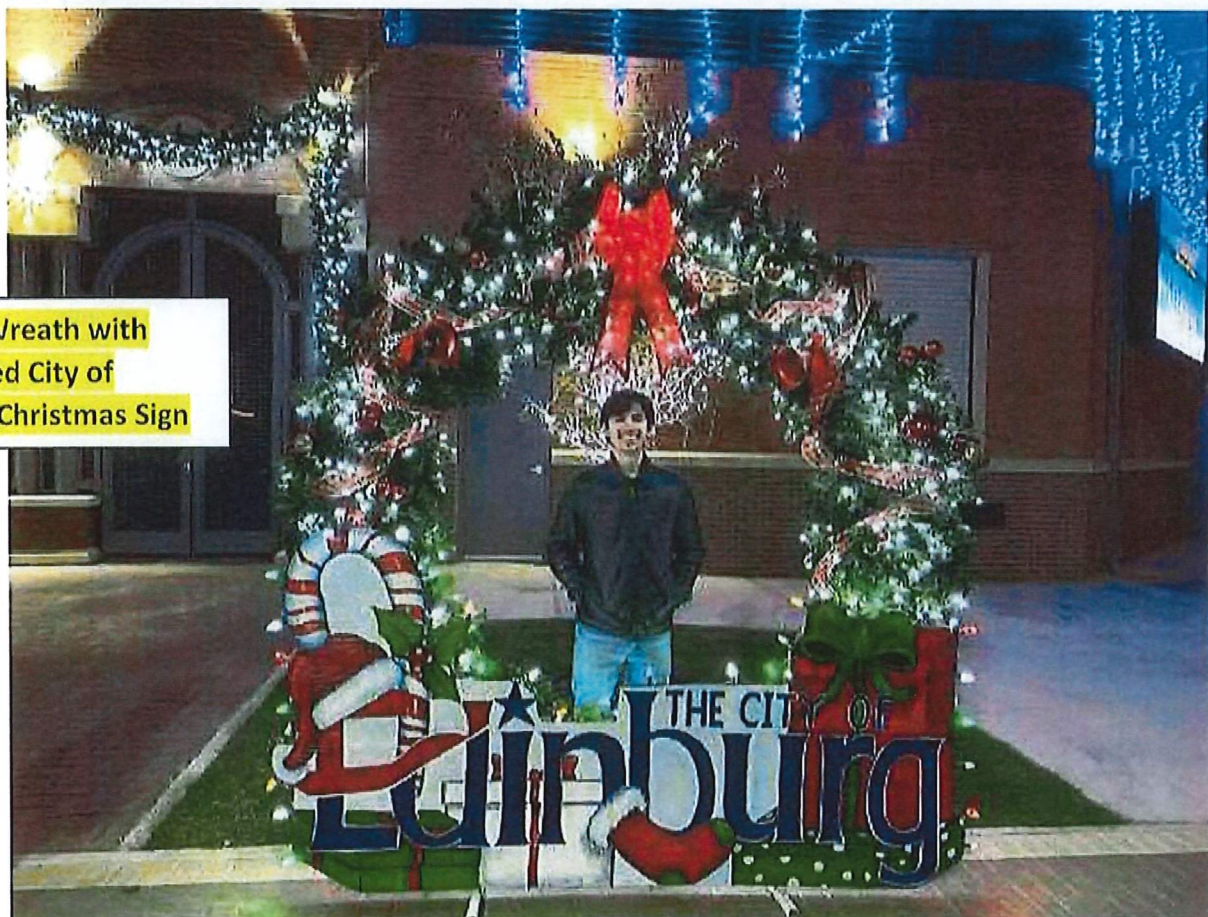


Customized - City of
Edinburg Light Logo on
tree5'X5'





8' high Customized Horse



8' Giant Wreath with customized City of Edinburg Christmas Sign

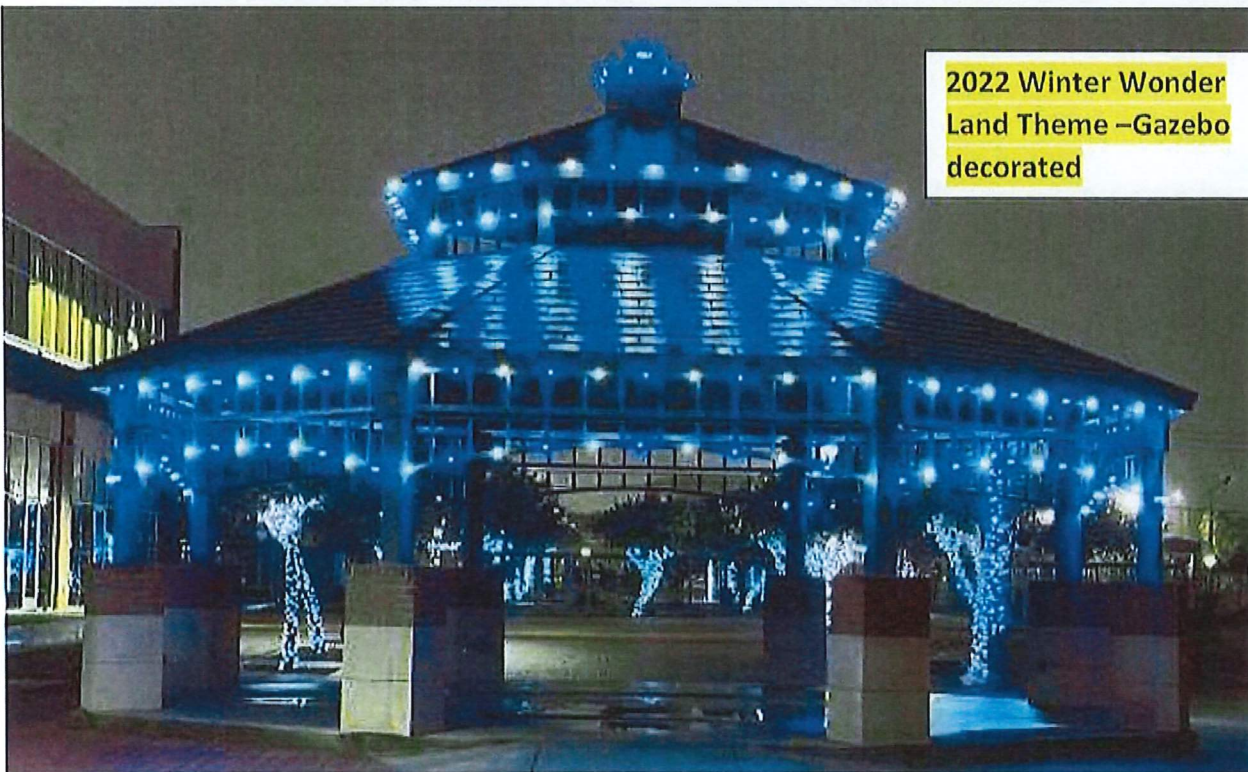
2022 Winter Wonder
Land Theme



2022 Winter Wonder Land
Theme with Spritzers
Hanging

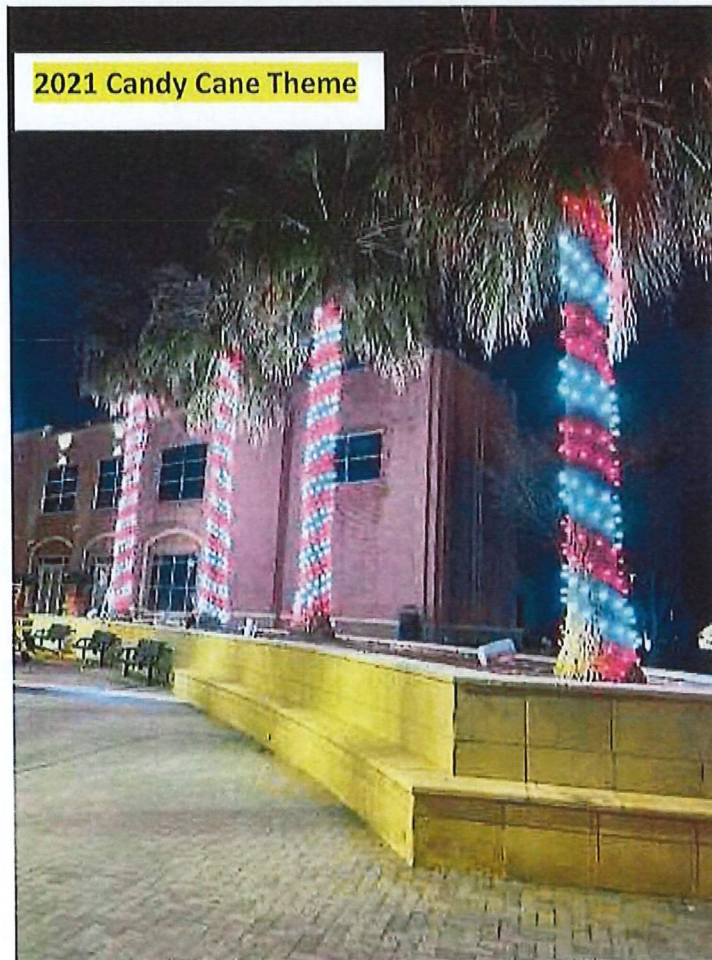


2022 Winter Wonder
Land Theme –Gazebo
decorated



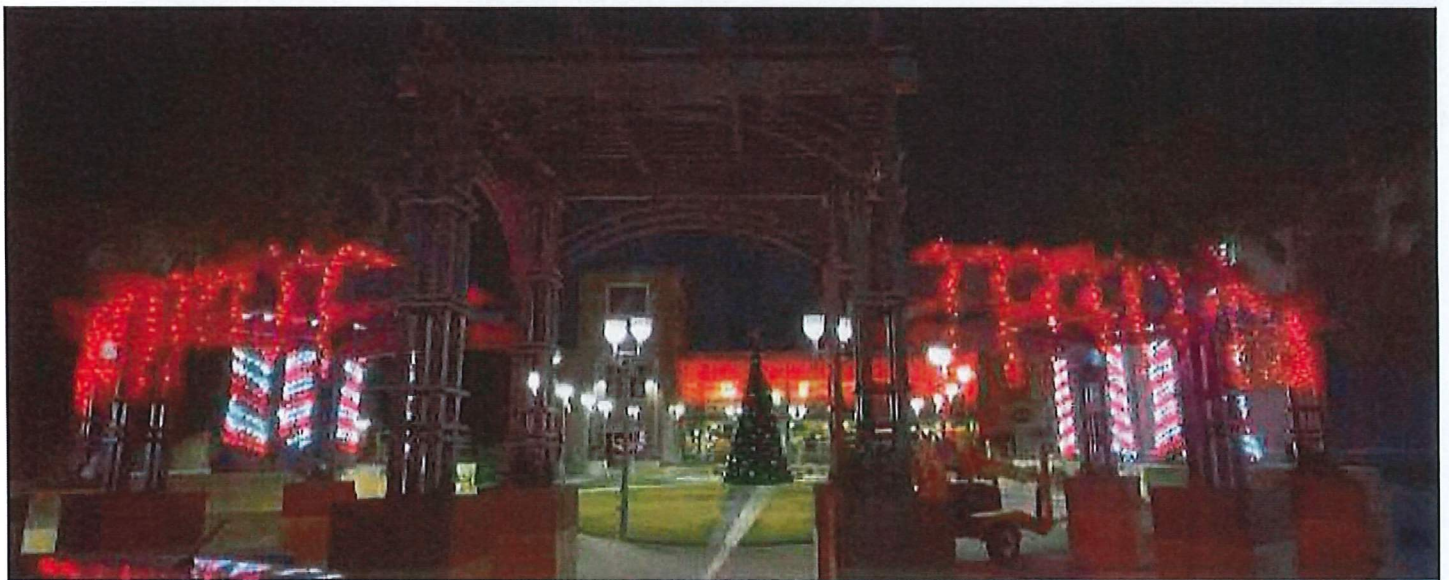


2022 Winter Wonderland Theme – East Side trees wrapped



2021 Candy Cane Theme





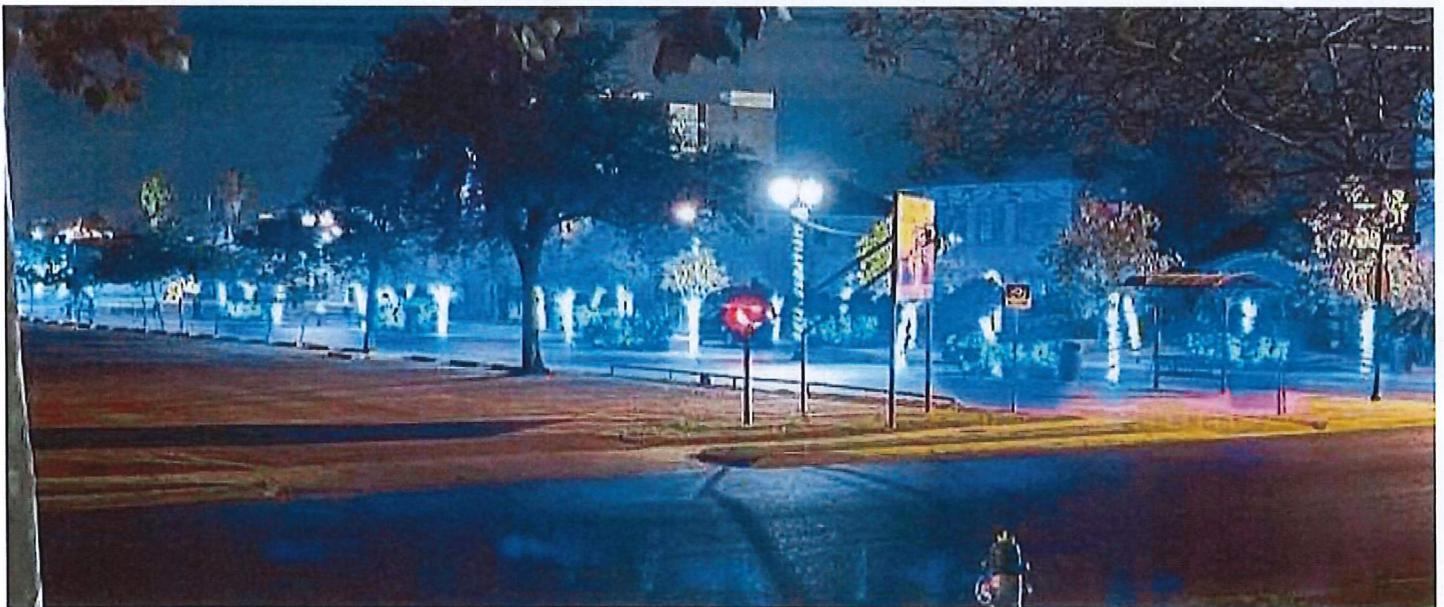
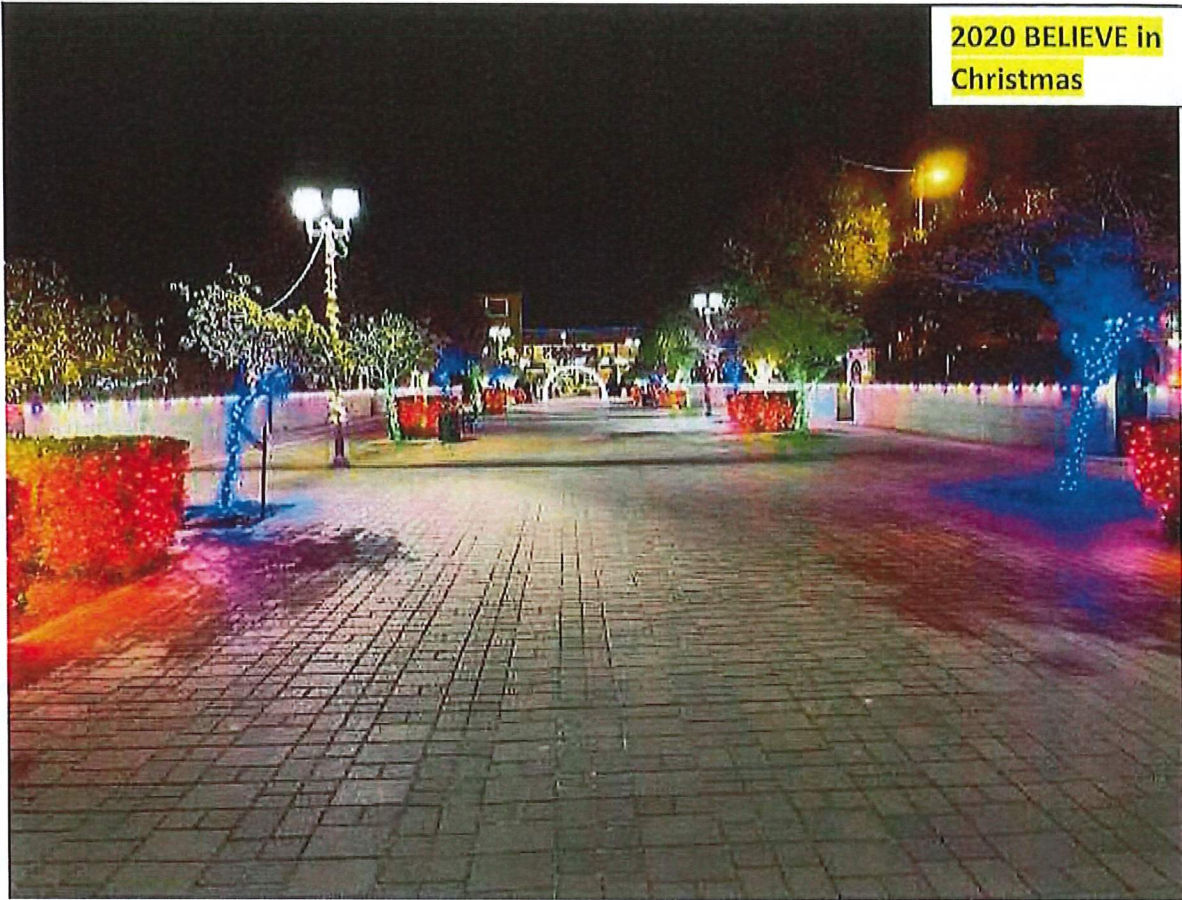


2020 BELIEVE in
Christmas



2020 BELIEVE in
Christmas

2020 BELIEVE in
Christmas





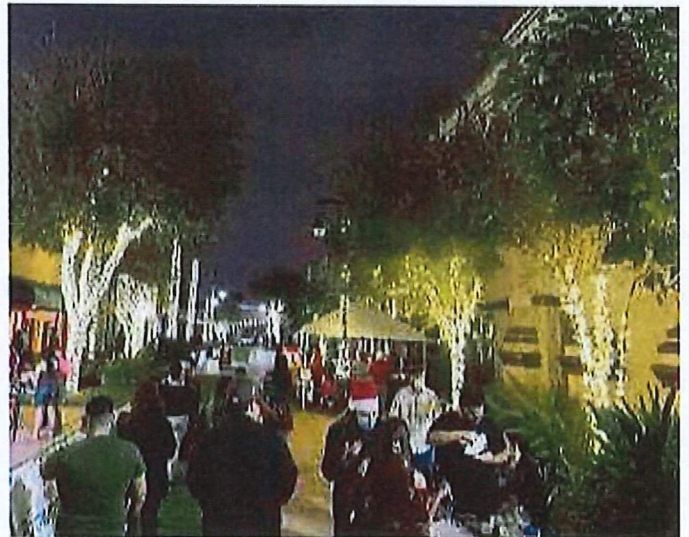
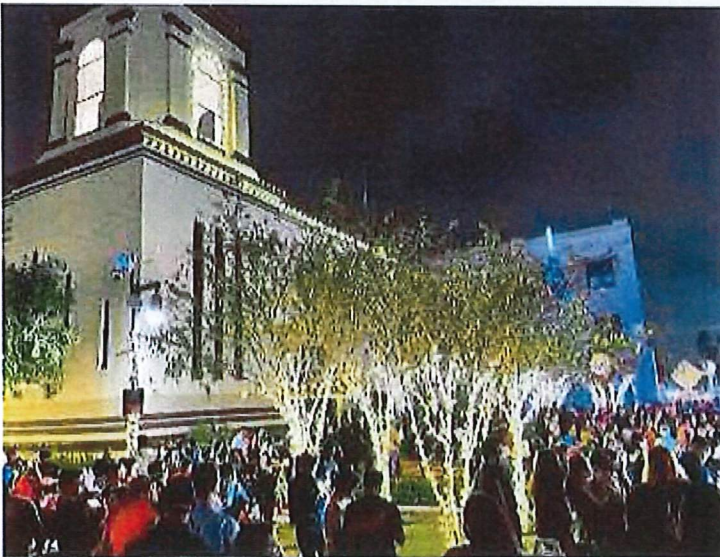
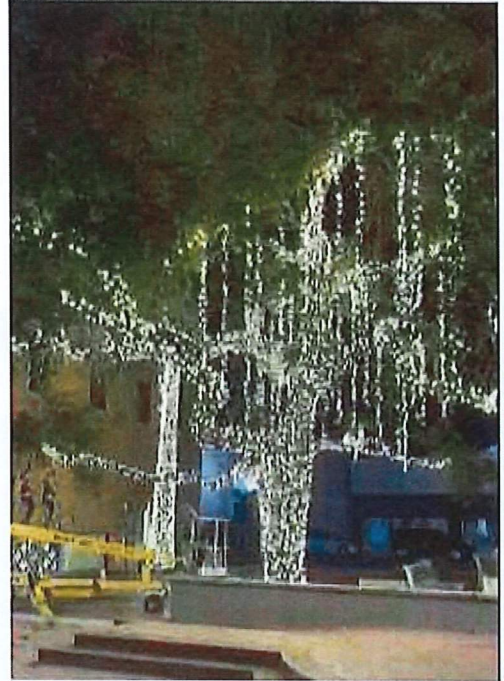
2020 BELIEVE in Christmas



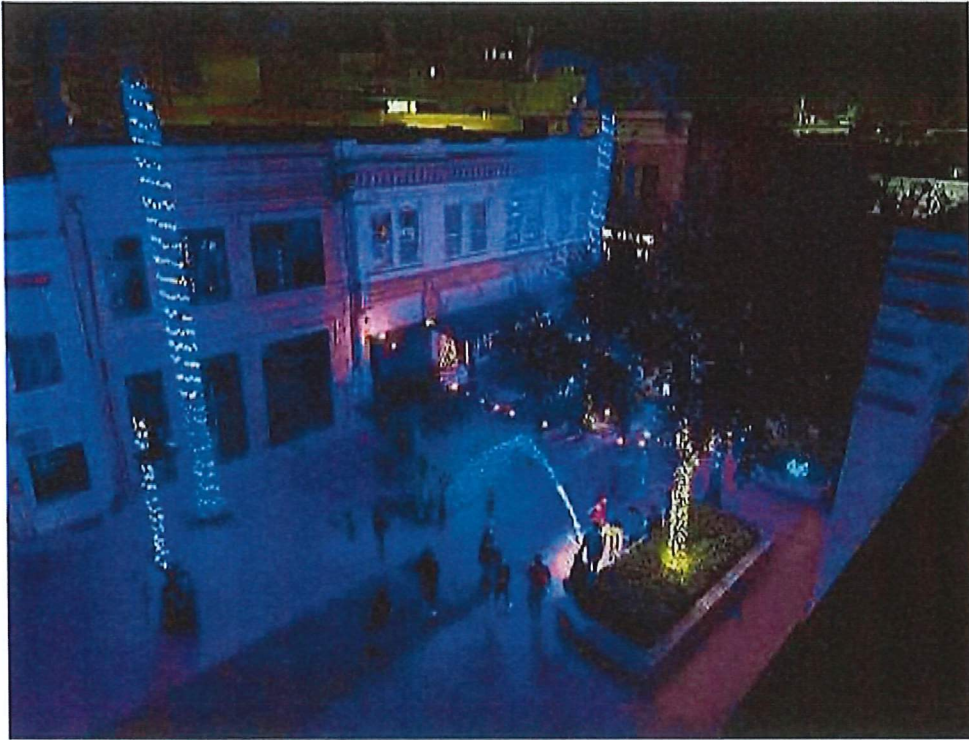
2020 BELIEVE in Christmas



City of Brownsville







Conceptual Plan and Proposal

The theme for this project will be "Twinkle Twinkle Little Star/Magical Stary Night Theme".

Area 1

McIntyre Street from N 5th Ave to 7th Ave

- All 69 trees will be wrapped in warm white and warm white champagne using 4" mini 70 count commercial grade full rectifier coax with weather tight connection LED lights.
- 12 Lamp posts will be wrapped and decorated to include the Gazebo with the theme.
- C7 LED Lights, warm white and cool white twinkle, will be installed along both walls on McIntyre St, 300' each side. (see example below)
- We will install 10 Arch with warm white and warm white champagne lights props on McIntyre between 7th st and the gazebo, but we suggest we move it and place, 5 on each side, of the Christmas tree.
- Additional props will be used along both sides of the fence to enhance the theme.
- 2 Arches will be used and decorated with warm white and cool white twinkle lights.

Area 2

City Hall, Courtyard and Parking Lot Between 7th-8th and McIntyre – University Dr.

- 13 trees will be wrapped in warm white and cool white twinkle with 4" mini 70 count commercial grade full rectifier coax with weather tight connection system LED lights.
- The large tree on the corner of 8th and University Dr. will have warm white and cool white twinkle hanging though out.
- 8 Palm Trees, 18 Lamp posts around the City Hall courtyard will be wrapped and decorated in warm white and cool white twinkle, using C7 LED lights for the palm trees and 4" mini for the lamp posts. Additional material will be used to wrap the post that will enhance the Twinkle Twinkle Little Star/Magical Stary Night Theme.
- The City Hall Roof will be wrapped all around with magnetic C9 warm white and cool white twinkle LED lights, see example below.
- A 16' Giant Sparkling Ornament will be placed next to the fountain, same as last year, for photo opportunities.
- We will also hang Spritzers throughout the courtyard.
- The RFP does not mention or include the trees located on the East side of City Hall. Like previous years, we will wrap all the trees located on the east side of city hall.

Area 3

McIntyre St. from N 8th Ave. to N 10th Ave.

- All 34 small trees will be wrapped in warm white and cool white twinkle using 4" mini 70 count commercial grade full rectifier coax with weather tight connection system LED lights.
- 4 Medium trees will be wrapped from top to bottom using warm white and cool white twinkle 4" mini 70 count commercial grade full rectifier coax with weather tight connection system LED lights. We will also hang spritzers on the trees.
- The 13 Lamp post will be wrapped and decorated warm white and cool white twinkle. Additional material will be used to wrap the post that will enhance the Twinkle Twinkle Little Star/Magical Stary Night Theme.
- Central Fire Station/EOC Center Roof will have magnetic C9 warm white and cool white twinkle LED lights wrapped around the roof.

Area 4

McIntyre Promenade Park, Amphitheater, and ACE Building

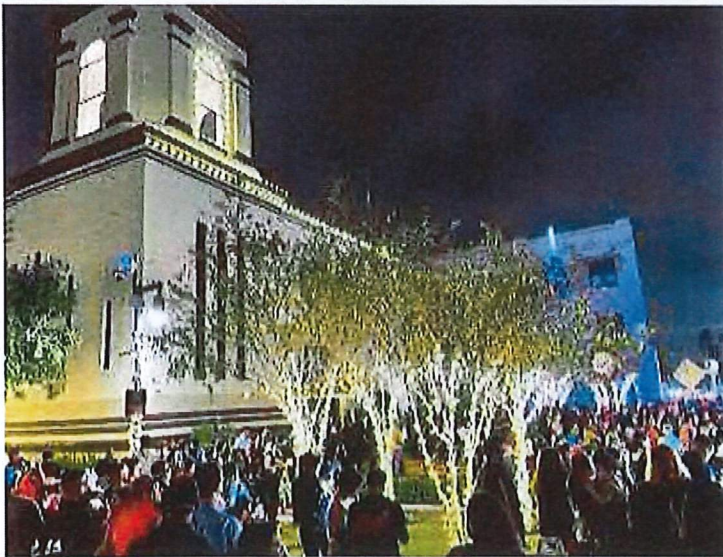
- Amphitheater/Concession Stand/Fire Department Museum/ACE Building Roof wrapped all around with magnetic C9 warm white and cool white twinkling LED Lights.
- ACE Building Patio small trees will also be wrapped with mini lights
- Five (5) medium size trees, lights will be wrapped from top to bottom in LED lights, 4" mini 70 count commercial grade full rectifier coax with weather tight connection system LED lights.
- One (1) large size tree, lights will be wrapped from the top to bottom in LED lights, 4" mini 70 count commercial grade full rectifier coax with weather tight connection system LED lights. We will also add Spritzers throughout the tree.
- C-7 or Mini Lights will be used along the rod iron fence line and additional props may be added to compliment the Twinkle Twinkle Little Star/Magical Stary Night Theme
- A customized 8' Giant wreath with The City of Edinburg name prop will be used for photo opportunities, as previously done in the past.
- An 8' Sparkling Horse and Carriage will be used for photo opportunities.
- We will put a 20' Sparkling Giant Ornament that also compliments the overall theme.
- Commercial grade lit garland will be used at the entrances for the amphitheater.
- A 5' LED City of Edinburg Logo will be placed on the center of the Christmas tree.

NOTE: Additionally, we would like to provide 50 each, 24" White Aurora Superstar TM 5 Point Star Light (a light turns in inside), LED Lights, Polypropylene Plastic. During the Christmas lighting ceremony, or anytime the city chooses, kids will be able to paint the star with acrylic paint and/or put their handprints. Once the stars are dried, we will wire them and hang them throughout the east and west side of city hall where they will be displayed during the Christmas season. Once the season is over, the stars can be given to the parents.



Reference List

- A. Name of Entity for which services were performed: **City of Brownsville 2021, 2022 & 2023**
B. Brief Description of Scope of Services: **Decorate Market Square with commercial grade LED lights and every year we change it and provide a different theme.**
C. Photos and/or Video of Services: **See Below**
D. Amount of Contract Award: **2021-\$50,000, 2022- \$25,275, 2023- \$38,745**
E. Status of Contract: **Done Annually**
F. Contact Name: **Allan Garces, Downtown Manager, Planning and Redevelopment Dept.**
G. Contact Telephone Number: **956-548-6182 Cell: 956-410-4338**
H. Contact Email Address: **allen.garces@brownsvilletx.gov**





Reference List

1. Name of Entity for which services were performed: **City of Edinburg - Yrs 2020, 2021, 2022 and 2023.**
2. Brief description of Scope of Services. **Holiday Lighting and Decorations -Promenade Walkway, Promenade Park and City Hall**
3. Photos and/or Video of Services.: **See Below**
4. Amount of Contract Award: **yr-2020 - 24,925, yr 2021 - \$29,870, yr 2022 - 49,979, Yr 2023 - 61,950**
5. Status of Contract. **Completed on time every year. 2022 Awarded Contract – Done 2022 & 2023**
6. Contact name. **Tom Reyna**
7. Contact Telephone Number. **956-388-8280**
8. Contact Email Address. **treyna@cityof edinburg.com**

See City of Edinburg Pictures above, 2020, 2021, 2022, 2023

South Padre Island Christmas Project 2021, 2022 and 2023







Thank you for the opportunity to submit for RFP #2024-021, 2024 Holiday Lighting and Decorations for the City of Edinburg's Promenade Walkway, Promenade Park, and City Hall. Any questions, please do not hesitate to contact me at 956-878-9698. Also, I am Texas HUB Certified, Service-Disabled Veteran Owned Business (SDVOB) Certified and **Buy Board vendor approved, # 735-24 Holiday Lighting Decoration**

A handwritten signature in black ink, appearing to read 'Sixto Garza Jr.', followed by a long horizontal line.

Sixto Garza Jr/Owner

Sixto Garza Jr. Enterprises LLC, dba Six Shooter Softwash

CLIPA Certified

208 E Emory Ave, McAllen TX 78504

956-878-9698

**EXHIBIT "B" TO AGREEMENT BETWEEN THE CITY OF EDINBURG AND NAME
OF CONTRACTOR 2024 HOLIDAY LIGHTING AND DECORATIONS FOR THE CITY
OF EDINBURG'S PROMENADE WALKWAY, PROMENADE PARK, AND CITY HALL**



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/24/2025

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

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

PRODUCER		CONTACT NAME:	
JOSEPH D WALTERS INSURANCE AGENCY		PHONE (A/C, No, Ext): (800) 295-5720	
4552 ROUTE 51 S		FAX (A/C, No): (866) 828-2424	
ROSTRAVER TWP PA 15012		E-MAIL ADDRESS: Certificate@Hanover.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Massachusetts Bay Ins Co	
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

INSURED	
SIX SHOOTER SOFT WASH	
SIXTO GARZA JR LLC DBA	
208 E EMORY AVE	
MCALLEN TX 78504	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☒ COMMERCIAL GENERAL LIABILITY	N	N	ODW A894589 09	04/07/2025	04/07/2026	EACH OCCURRENCE	\$ 1,000,000
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$ 2,000,000
	☐ POLICY ☐ PRO-JECT ☒ LOC						PRODUCTS - COMP/OP AGG	\$ 2,000,000
	OTHER:							\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$
	☐ ANY AUTO						BODILY INJURY (Per person)	\$
	☐ OWNED AUTOS ONLY						BODILY INJURY (Per accident)	\$
	☐ HIRED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$
	☐ SCHEDULED AUTOS							\$
	☐ NON-OWNED AUTOS ONLY							\$
	UMBRELLA LIAB						EACH OCCURRENCE	\$
	☐ EXCESS LIAB						AGGREGATE	\$
	☐ DED ☐ RETENTION \$							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE	OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT	\$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

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

CERTIFICATE HOLDER

CANCELLATION

CITY OF EDINBURG 415 W UNIVERSITY DR EDINBURG TX 78539	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/08/2025

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

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

PRODUCER FrankCrum Insurance Agency, Inc. 100 South Missouri Avenue Clearwater, FL 33756	CONTACT NAME: FrankCrum Certificate Department	
	PHONE: (727) 799-1229	FAX:
INSURED FrankCrum L/C/F Sixto Garza Jr. Enterprises, LLC 100 South Missouri Avenue Clearwater, FL 33756	E-MAIL ADDRESS:	
	INSURERS(S) AFFORDING COVERAGE	
	INSURER A: Frank Winston Crum Insurance Company	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
INSURER F:		

COVERAGES	CERTIFICATE NUMBER: 1429417	REVISION NUMBER:
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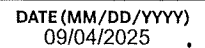
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSRD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE \$
	☐ CLAIMS MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
							MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$
	☐ POLICY ☐ PROJECT ☐ LOC						PRODUCTS-COMP/OP AGG \$
	☐ OTHER						\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE UNIT (Ea accident) \$
	☐ ANY AUTO						BODILY INJURY (Per person) \$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE \$
	EXCESS LIAB ☐ CLAIMS MADE						AGGREGATE \$
	DED ☐ RETENTION \$						\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ☐ ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WC202500000	01/01/2025	01/01/2026	X PER STATUE ☐ OTHER ☐ E.I. EACH ACCIDENT \$1,000,000 E.I. DISEASE-EA EMPLOYEE \$1,000,000 E.I. DISEASE-POLICY LIMIT \$1,000,000

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

Effective 04/21/2025, coverage is for 100% of the employees of FrankCrum leased to Sixto Garza Jr. Enterprises, LLC (Client) for whom the client is reporting hours to FrankCrum. Coverage is not extended to statutory employees.

CERTIFICATE HOLDER City of Edinburg 415 W University Dr Edinburg, TX 78539-	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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CITY OF EDINBURG - CITY COUNCIL

Meeting Date: November 5, 2025

CONSENT AGENDA

Agenda Item No: 12.D.

Change Order No. 1 - Bid No. 2023-19 Installation of a New 750KW
Standby Generator for the Downtown Plant High Service Pumps

1. **Agenda Item:**

Consider the Approval of Change Order No. 1 Reducing the Contract Amount by \$57,507.21 with McDonald Municipal & Industrial for Bid No. 2023-19, Installation of a New 750 KW Standby Generator for the Downtown Plant High Service Pumps Project and Authorize the City Manager to Execute Any Documents Related Thereto. [Gerardo Carmona Jr., P.E., Director of Utilities]

2. **Description:**

On April 02, 2024, McDonald Municipal & Industrial was awarded the contract for the installation of a New 750KW Standby Generator for the Downtown Plant High Service Pumps in the amount of \$1,009,469.00. The contractor has completed the project and \$57,507.21 of the contingency was not utilized. As a result, a negative change order of \$57,507.21 is needed in order to close out the project, which will reduce the total project amount to \$951,961.79.

The project was funded using American Rescue Plan Act (ARPA) funds, which will now be reallocated to other ARPA programs.

3. **Staff's Recommendation:**

Authorize the Approval of Change Order No. 1 Reducing the Contract Amount by \$57,507.21 with McDonald Municipal & Industrial for Bid No. 2023-19, Installation of a New 750 KW Standby Generator for the Downtown Plant High Service Pumps Project and Authorize the City Manager to Execute Any Documents Related Thereto.

Reviewed by:

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

Prepared by:

Vanessa Velasquez,
Administrative Assistant

Attachments:

A. Change Order No. 1

Change Order

To: C.F. McDonald **Date:** 10/02/2025
Electric, Inc.
From: Miguel Pineda **AVO:** 42062.001 **CO No: 001**
Email: mpineda@halff.com **Project:** 750 KW Generator for Downtown
Plant High Service Pumps
Subject: Billing and item adjustment for closing

☐ Letter Dated: ☒ Email Dated: 10/01/2025
☐ Phone call Dated: ☐ Fax Dated:

This confirms and records a Change Order. Unless notified in writing within three days of the date noted above, it is agreed that a response generated from the request shall be provided to this office within five days.

Description: Billing and items adjustment summary. **Change reason:** Remaining amounts.

Attachments:

Owner:	City of Edinburg						Contract:	2023-19
Project:	750 KW Generator for Downtown Plant High Service Pumps						Date:	5/1/2024
Billing Summary								
PayApp	Date		Accum Progress	5% Retained	Partial	Prev Billing	Invoice	Balance
0	Contract	\$ 1,009,469.00						
1	5/24/2024	---	\$ 50,000.00	\$ 2,500.00	\$ 47,500.00	\$ -	\$ 47,500.00	\$ 961,969.00
2	2/21/2025	---	\$ 316,500.00	\$ 15,825.00	\$300,675.00	\$ 47,500.00	\$253,175.00	\$ 708,794.00
3	3/26/2025	---	\$ 787,750.00	\$ 39,387.50	\$748,362.50	\$300,675.00	\$447,687.50	\$ 261,106.50
4	4/25/2025	---	\$ 819,600.00	\$ 40,980.00	\$778,620.00	\$748,362.50	\$ 30,257.50	\$ 230,849.00
5	5/23/2025	---	\$ 928,248.00	\$ 46,412.40	\$881,835.60	\$778,620.00	\$103,215.60	\$ 127,633.40
6	6/23/2025	---	\$ 951,961.79	\$ 47,598.09	\$904,363.70	\$881,835.60	\$ 22,528.10	\$ 105,105.30
7	9/26/2025	---	\$ 951,961.79	\$ -	\$951,961.79	\$904,363.70	\$ 47,598.09	\$ 57,507.21
							\$951,961.79	
A	5/1/2024							
	Allowance	\$ 100,000.00						\$ 100,000.00
	4/7/2025							
AEA	AEA#001	\$ 38,925.79						\$ 61,074.21
	10/2/2025							
	AEA#002	\$ 3,567.00						\$ 57,507.21
CO	CO#001	Item#1	Supply, furnish and install (as described in contract).					\$ 839,469.00
		Item#2	Concrete slab, stairs and bollards.					\$ 70,000.00
		Item#3	Contingency (allowance).					\$ 42,492.79
			Final Contract (adjusted) amount.					\$ 951,961.79

Summary:

Original Contract	\$ 1,009,469.00
Original Allowance	\$ (100,000.00)
Final Allowance	\$ 42,492.79
Adjusted Original Contract	\$ 951,961.79
Total Payments	\$ 951,961.79
Partial Balance	\$ -
Pending payment	\$ 57,507.21
Pending balance	\$ 57,507.21

This Change Order shall be reviewed and approved by the Client before the Project closing.

Answer by: Miguel Pineda

Copies: ☐ File ☐ Owner ☐ Arch ☒ Other: General Contractor

Attachments: Seven (7) PayApps and One (1) Allowance Expenditure Authorization.

INVOICE
 **C.F. McDONALD
ELECTRIC, INC.**
CONTRACTORS • ENGINEERS

5044 Timber Creek • Houston, TX 77017 • (713) 921-1368

Sold To:

City of Edinburg
Accounts Payable
P.O. Box 1079
Edinburg, TX 78540

Date: 5/24/24

Invoice No.

W027840-1

P.O. NO. P240939	PROJECT NAME AND / OR ADDRESS 750KW Generator for Downtown Plant High Service Pumps	SUBCONTACT NO. 2023-19
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*NOTICE: Invoice due upon receipt. A Service charge equal to the maximum legal rate of interest allowable per month will be charged on any payment not received within 30 days after date of this invoice.
"Regulated by The Texas Department of Licensing and Regulations, License #18339, P.O. Box 12157, Austin, TX 78711, 1-800-803-9202, 512-463-6599, website: www.license.state.tx.us/complaints"*

Base Contract Amount ----- \$1,009,469.00

Progress Billing - Tax Exempt - \$50,000.00

Less 5% Retained \$2,500.00
\$47,500.00

Less Previous Billings \$0.00

TOTAL THIS INVOICE ----- \$47,500.00

Thank You!

AFFIDAVIT OF BILLS PAID

STATE OF TEXAS

COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared Wayne Berkenmeier party to that certain Contract entered into between City of Edinburg (Owner) and C. F. McDonald Electric, Inc. (Contractor) for the erection, construction, and completion of certain improvements and/or additions upon the following described premises, to wit

750KW Generator for Downtown Plant High Service Pumps

Said party being by me duly sworn states upon oath that the said improvements have been erected and completed in full compliance with the above referred to Contract and the agreed plans and specifications therefore.

Deponent further states that he has paid all bills and claims for materials furnished and labor performed on said Contract and that there are no outstanding unpaid bills or legal claims for labor performed or materials furnished upon said job.

This affidavit is being made by the undersigned realizing that it is in reliance upon the truthfulness of the statements contained therein that final and full settlement of the balance due on said Contract is being made, and in consideration of the disbursement of funds by Owner, deponent expressly waives and releases all liens, claims and rights to assert a lien on said premises and agrees to indemnify, defend, and hold Owner safe and harmless from and against all losses, damages, costs and expenses of any character whatsoever specifically including court costs, bonding fees and attorney fees, arising out of or in any way relating to claims for unpaid labor or material used or associated with construction of improvements on the above described premises.

C. F. McDonald Electric, Inc.

Wayne Berkenmeier,
Vice President Special Projects

Subscribed and sworn to before me, the undersigned authority, on this the 24th day of May, 2024



Notary Public in and for Harris County
My Commission Expires: 8/09/25

PARTIAL WAIVER OF LIEN

THE STATE OF TEXAS
COUNTY OF HARRIS

The undersigned contracted with City of Edinburg to furnish labor and materials in connection with certain improvements to real property located in Hidalgo County, Texas and owned by City of Edinburg which improvements are described as follows:

750KW Generator for Downtown Plant High Service Pumps

In consideration of Pay Estimate No. 1 in the amount of Forty Seven Thousand Five Hundred Dollars 00/10 (\$ 47,500.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, the undersigned does hereby waive and release any mechanics' lien or materialmen's lien or claims of lien that the undersigned has or hereafter has on the above mentioned real property of accounts of any labor performed or materials furnished or to be furnished or labor performed and materials furnished by the undersigned pursuant to the above mentioned contract or any constitutional lien that the undersigned may have.

Undersigned hereby guarantees that all bids for labor performed and/or materials furnished in the erection and construction of such improvements on the Property have been fully paid and satisfied and Undersigned does further guarantee that if for any reason a lien or liens are filed for material or labor against said Property arising out of any bills for material or labor in connection with the erection or construction of said improvements thereon, Undersigned will obtain a settlement of such lien or liens and a proper release thereof shall be obtained.

C. F. McDonald Electric, Inc.
Contractor

Wayne Berkenmeier

Signature

Vice President Special Projects

SWORN TO AND SUBSCRIBED BEFORE ME, on this the 24th day of May, 2024, to certify which witness my hand and seal of office.



Notary Public in and for the State Of Texas

Michelle Gutierrez
My Commission Expires: 08/09/25

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE 1 OF 2

TO OWNER:

City of Edinburg
P.O. Box 1079
Edinburg, TX 78540

PROJECT:

750KW Generator for Downtown
Plant High Service Pumps

APPLICATION NO:

1

Distribution to:

☒	OWNER
☒	ENGINEER
☒	CONTRACTOR

APPLICATION DATE:

5/24/24

PERIOD TO:

5/31/24

FROM CONTRACTOR: C.F. McDonald Electric, Inc.
5044 Timber Creek
Houston, TX 77017

VIA ENGINEER:

PD PROJECT NO:

P240939

CONTRACT FOR:

CONTRACT NO. 2023-19

CONTRACT DATE:

May 1, 2024

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM		\$	1,009,469.00
2. Net Change by Change Orders		\$	0.00
3. CONTRACT SUM TO DATE (LINE 1 + 2)		\$	1,009,469.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)		\$	50,000.00

5. RETAINAGE:		\$	2,500.00
a. 5 % of Completed Work (Column D + E on G703)		\$	
b. 5 % of Stored Material (Column F on G703)		\$	
Total Retainage (Lines 5a + 5b or Total in Column I of G703)		\$	2,500.00

6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)		\$	47,500.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from Prior Certificate)		\$	0.00
8. CURRENT PAYMENT DUE		\$	47,500.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 Less Line 6)		\$	961,969.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$0.00	\$0.00
Total approved this Month	\$0.00	\$0.00
TOTALS	\$0.00	\$0.00
NET CHANGES by Change Order		\$0.00

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by the Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: C.F. McDonald Electric, Inc.

By:

Wayne Berkenmeier

Date:

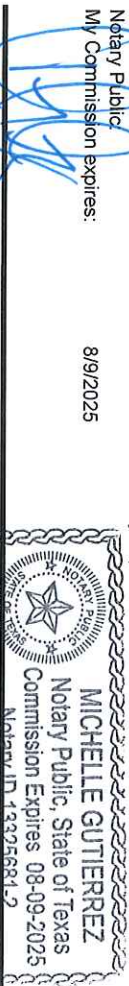
5/24/24

State of: Texas
County of: Harris
Subscribed and sworn to before me on:

May 24, 2024

Notary Public
My Commission expires:

8/9/2025



ARCHITECTS CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$47,500

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified).

0

ENGINEER:

By:

Date:

5/30/2024

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

INVOICE
 **C.F. McDONALD
ELECTRIC, INC.**
CONTRACTORS • ENGINEERS

5044 Timber Creek • Houston, TX 77017 • (713) 921-1368

Sold To:

City of Edinburg
Accounts Payable
P.O. Box 1079
Edinburg, TX 78540

Date: 2/21/25

Invoice No.

W027840-2

P.O. NO.	PROJECT NAME AND / OR ADDRESS	SUBCONTACT NO.
P240939	750KW Generator for Downtown Plant High Service Pumps	2023-19

*NOTICE: Invoice due upon receipt. A Service charge equal to the maximum legal rate of interest allowable per month will be charged on any payment not received within 30 days after date of this invoice.
"Regulated by The Texas Department of Licensing and Regulations, License #18339, P.O. Box 12157, Austin, TX 78711, 1-800-803-9202, 512-463-6599, website: www.license.state.tx.us/complaints"*

Base Contract Amount ----- \$1,009,469.00

Progress Billing - Tax Exempt - \$316,500.00

Less 5% Retained \$15,825.00

\$300,675.00

Less Previous Billings \$47,500.00

TOTAL THIS INVOICE ----- \$253,175.00

Thank You!

AFFIDAVIT OF BILLS PAID

STATE OF TEXAS

COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared Wayne Berkenmeier party to that certain Contract entered into between City of Edinburg (Owner) and C. F. McDonald Electric, Inc. (Contractor) for the erection, construction, and completion of certain improvements and/or additions upon the following described premises, to wit

750KW Generator for Downtown Plant High Service Pumps

Said party being by me duly sworn states upon oath that the said improvements have been erected and completed in full compliance with the above referred to Contract and the agreed plans and specifications therefore.

Deponent further states that he has paid all bills and claims for materials furnished and labor performed on said Contract and that there are no outstanding unpaid bills or legal claims for labor performed or materials furnished upon said job.

This affidavit is being made by the undersigned realizing that it is in reliance upon the truthfulness of the statements contained therein that final and full settlement of the balance due on said Contract is being made, and in consideration of the disbursement of funds by Owner, deponent expressly waives and releases all liens, claims and rights to assert a lien on said premises and agrees to indemnify, defend, and hold Owner safe and harmless from and against all losses, damages, costs and expenses of any character whatsoever specifically including court costs, bonding fees and attorney fees, arising out of or in any way relating to claims for unpaid labor or material used or associated with construction of improvements on the above described premises.

C. F. McDonald Electric, Inc.

Wayne Berkenmeier,
Vice President Special Projects

Subscribed and sworn to before me, the undersigned authority, on this the 21st day of February, 2025



Notary Public in and for Harris County
My Commission Expires: 8/09/25

PARTIAL WAIVER OF LIEN

THE STATE OF TEXAS
COUNTY OF HARRIS

The undersigned contracted with City of Edinburg to furnish labor and materials in connection with certain improvements to real property located in Hidalgo County, Texas and owned by City of Edinburg which improvements are described as follows:

750KW Generator for Downtown Plant High Service Pumps

In consideration of Pay Estimate No. 2 in the amount of Two Hundred Fifty Three Thousand One Hundred Seventy Five Dollars 00/10 (\$ 253,175.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, the undersigned does hereby waive and release any mechanics' lien or materialmen's lien or claims of lien that the undersigned has or hereafter has on the above mentioned real property of accounts of any labor performed or materials furnished or to be furnished or labor performed and materials furnished by the undersigned pursuant to the above mentioned contract or any constitutional lien that the undersigned may have.

Undersigned hereby guarantees that all bids for labor performed and/or materials furnished in the erection and construction of such improvements on the Property have been fully paid and satisfied and Undersigned does further guarantee that if for any reason a lien or liens are filed for material or labor against said Property arising out of any bills for material or labor in connection with the erection or construction of said improvements thereon, Undersigned will obtain a settlement of such lien or liens and a proper release thereof shall be obtained.

C. F. McDonald Electric, Inc.
Contractor

Wayne Berkenmeier

Signature

Vice President Special Projects

SWORN TO AND SUBSCRIBED BEFORE ME, on this the 21st day of February, 2025, to certify which witness my hand and seal of office.



Notary Public in and for the State Of Texas

Michelle Gutierrez
My Commission Expires: 08/09/25

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE 1 OF 2

TO OWNER:

City of Edinburg
P.O. Box 1079
Edinburg, TX 78540

PROJECT:

750KW Generator for Downtown
Plant High Service Pumps

APPLICATION NO: 2

Distribution to:

☒ OWNER
☒ ENGINEER
☒ CONTRACTOR

FROM CONTRACTOR: C. F. McDonald Electric, Inc.

5044 Timber Creek
Houston, TX. 77017

VIA ENGINEER:

CONTRACT FOR:

CONTRACT NO. 2023-19

CONTRACT DATE: May 1, 2024

PD PROJECT NO: P240939

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM \$ 1,009,469.00
2. Net Change by Change Orders \$ 0.00
3. CONTRACT SUM TO DATE (LINE 1 + 2) \$ 1,009,469.00
4. TOTAL COMPLETED & STORED TO DATE \$ 316,500.00
(Column G on G703)

5. RETAINAGE:

a. 5 % of Completed Work \$ 15,825.00
(Column D + E on G703)
b. 5 % of Stored Material \$
(Column F on G703)
Total Retainage (Lines 5a + 5b or
Total in Column I of G703) \$ 15,825.00

6. TOTAL EARNED LESS RETAINAGE \$ 300,675.00
(Line 4 Less Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT \$ 47,500.00
(Line 6 from Prior Certificate)

8. CURRENT PAYMENT DUE \$ 253,175.00

9. BALANCE TO FINISH, INCLUDING RETAINAGE \$ 708,794.00
(Line 3 Less Line 6)

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$0.00	\$0.00
Total approved this Month	\$0.00	\$0.00
TOTALS	\$0.00	\$0.00
NET CHANGES by Change Order		\$0.00

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by the Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

C. F. McDonald Electric, Inc.

By:

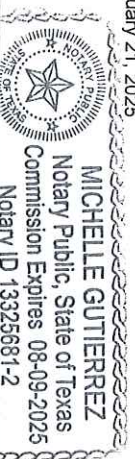
Wayne Berkenmeier

Date:

2/21/25

State of: Texas
County of: Harris
Subscribed and sworn to before me on:
Notary Public
My Commission expires: 8/9/2025

February 21, 2025



ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 253,175.00

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified).
ENGINEER: 0

By:

Date:

2/28/2025

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

INVOICE
 **C.F. McDONALD
ELECTRIC, INC.**
CONTRACTORS • ENGINEERS

5044 Timber Creek • Houston, TX 77017 • (713) 921-1368

Sold To:

City of Edinburg
Accounts Payable
P.O. Box 1079
Edinburg, TX 78540

Date: 3/26/25

Invoice No.

W027840-3

P.O. NO. P240939	PROJECT NAME AND / OR ADDRESS 750KW Generator for Downtown Plant High Service Pumps	SUBCONTACT NO. 2023-19
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*NOTICE: Invoice due upon receipt. A Service charge equal to the maximum legal rate of interest allowable per month will be charged on any payment not received within 30 days after date of this invoice.
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Base Contract Amount \$1,009,469.00

Progress Billing - Tax Exempt - \$787,750.00

Less 5% Retained \$39,387.50

\$748,362.50

Less Previous Billings \$300,675.00

TOTAL THIS INVOICE \$447,687.50

Thank You!

AFFIDAVIT OF BILLS PAID

STATE OF TEXAS

COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared Wayne Berkenmeier party to that certain Contract entered into between City of Edinburg (Owner) and C. F. McDonald Electric, Inc. (Contractor) for the erection, construction, and completion of certain improvements and/or additions upon the following described premises, to wit

750KW Generator for Downtown Plant High Service Pumps

Said party being by me duly sworn states upon oath that the said improvements have been erected and completed in full compliance with the above referred to Contract and the agreed plans and specifications therefore.

Deponent further states that he has paid all bills and claims for materials furnished and labor performed on said Contract and that there are no outstanding unpaid bills or legal claims for labor performed or materials furnished upon said job.

This affidavit is being made by the undersigned realizing that it is in reliance upon the truthfulness of the statements contained therein that final and full settlement of the balance due on said Contract is being made, and in consideration of the disbursement of funds by Owner, deponent expressly waives and releases all liens, claims and rights to assert a lien on said premises and agrees to indemnify, defend, and hold Owner safe and harmless from and against all losses, damages, costs and expenses of any character whatsoever specifically including court costs, bonding fees and attorney fees, arising out of or in any way relating to claims for unpaid labor or material used or associated with construction of improvements on the above described premises.

C. F. McDonald Electric, Inc.

Wayne Berkenmeier,
Vice President Special Projects

Subscribed and sworn to before me, the undersigned authority, on this the 26th day of March, 2025



Notary Public in and for Harris County
My Commission Expires: 8/09/25

PARTIAL WAIVER OF LIEN

THE STATE OF TEXAS
COUNTY OF HARRIS

The undersigned contracted with City of Edinburg to furnish labor and materials in connection with certain improvements to real property located in Hidalgo County, Texas and owned by City of Edinburg which improvements are described as follows:

750KW Generator for Downtown Plant High Service Pumps

In consideration of Pay Estimate No. 3 in the amount of Four Hundred Forty Seven Thousand Six Hundred Eighty Seven Dollars 50/10 (\$ 447,687.50) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, the undersigned does hereby waive and release any mechanics' lien or materialmen's lien or claims of lien that the undersigned has or hereafter has on the above mentioned real property of accounts of any labor performed or materials furnished or to be furnished or labor performed and materials furnished by the undersigned pursuant to the above mentioned contract or any constitutional lien that the undersigned may have.

Undersigned hereby guarantees that all bids for labor performed and/or materials furnished in the erection and construction of such improvements on the Property have been fully paid and satisfied and Undersigned does further guarantee that if for any reason a lien or liens are filed for material or labor against said Property arising out of any bills for material or labor in connection with the erection or construction of said improvements thereon, Undersigned will obtain a settlement of such lien or liens and a proper release thereof shall be obtained.

C. F. McDonald Electric, Inc.
Contractor

Wayne Berkenmeier

Signature

Vice President Special Projects

SWORN TO AND SUBSCRIBED BEFORE ME, on this the 26th day of March, 2025, to certify which witness my hand and seal of office.



Notary Public in and for the State Of Texas

Michelle Gutierrez
My Commission Expires: 08/09/25

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE 1 OF 2

TO OWNER:

City of Edinburg
P.O. Box 1079
Edinburg, TX 78540

PROJECT:

750KW Generator for Downtown
Plant High Service Pumps

APPLICATION NO: 3

Distribution to:

☒	OWNER
☒	ENGINEER
☒	CONTRACTOR

FROM CONTRACTOR: C.F. McDonald Electric, Inc.

5044 Timber Creek
Houston, TX 77017

VIA ENGINEER:

CONTRACT FOR:

CONTRACT NO. 2023-19

APPLICATION DATE: 3/26/25

PERIOD TO: 3/31/25

PD PROJECT NO: P240939

CONTRACT DATE: May 1, 2024

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM		\$	1,009,469.00
2. Net Change by Change Orders		\$	0.00
3. CONTRACT SUM TO DATE (LINE 1 + 2)		\$	1,009,469.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)		\$	787,750.00

5. RETAINAGE:

a. 5 % of Completed Work \$ 39,387.50
(Column D + E on G703)
b. 5 % of Stored Material \$
(Column F on G703)
Total Retainage (Lines 5a + 5b or
Total in Column I of G703) \$ 39,387.50

6. TOTAL EARNED LESS RETAINAGE
(Line 4 Less Line 5 Total) \$ 748,362.50

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT
(Line 6 from Prior Certificate) \$ 300,675.00

8. CURRENT PAYMENT DUE \$ 447,687.50

9. BALANCE TO FINISH, INCLUDING RETAINAGE
(Line 3 Less Line 6) \$ 261,106.50

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$0.00	\$0.00
Total approved this Month	\$0.00	\$0.00
TOTALS	\$0.00	\$0.00
NET CHANGES by Change Order		\$0.00

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by the Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: C.F. McDonald Electric, Inc.

By:

Wayne Berkenmeier

Date:

3/26/25

State of Texas
County of Harris
Subscribed and sworn to before me on:
Notary Public:
My Commission expires:

8/9/2025

March 26, 2025



ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED: \$ 447,687.50

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified).

0

ENGINEER:

By:

Date:

4/14/2025

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

INVOICE
 **C.F. McDONALD
ELECTRIC, INC.**

CONTRACTORS • ENGINEERS

5044 Timber Creek • Houston, TX 77017 • (713) 921-1368

Sold To:

City of Edinburg
Accounts Payable
P.O. Box 1079
Edinburg, TX 78540

Date: 4/25/25

Invoice No.

W027840-4

P.O. NO. P240939	PROJECT NAME AND / OR ADDRESS 750KW Generator for Downtown Plant High Service Pumps	SUBCONTACT NO. 2023-19
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*NOTICE: Invoice due upon receipt. A Service charge equal to the maximum legal rate of interest allowable per month will be charged on any payment not received within 30 days after date of this invoice.
"Regulated by The Texas Department of Licensing and Regulations, License #18339, P.O. Box 12157, Austin, TX 78711, 1-800-803-9202, 512-463-6599, website: www.license.state.tx.us/complaints"*

Base Contract Amount ----- \$1,009,469.00

Progress Billing - Tax Exempt - \$819,600.00

Less 5% Retained \$40,980.00

\$778,620.00

Less Previous Billings \$748,362.50

TOTAL THIS INVOICE ----- \$30,257.50

Thank You!

AFFIDAVIT OF BILLS PAID

STATE OF TEXAS

COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared Wayne Berkenmeier party to that certain Contract entered into between City of Edinburg (Owner) and C. F. McDonald Electric, Inc. (Contractor) for the erection, construction, and completion of certain improvements and/or additions upon the following described premises, to wit

750KW Generator for Downtown Plant High Service Pumps

Said party being by me duly sworn states upon oath that the said improvements have been erected and completed in full compliance with the above referred to Contract and the agreed plans and specifications therefore.

Deponent further states that he has paid all bills and claims for materials furnished and labor performed on said Contract and that there are no outstanding unpaid bills or legal claims for labor performed or materials furnished upon said job.

This affidavit is being made by the undersigned realizing that it is in reliance upon the truthfulness of the statements contained therein that final and full settlement of the balance due on said Contract is being made, and in consideration of the disbursement of funds by Owner, deponent expressly waives and releases all liens, claims and rights to assert a lien on said premises and agrees to indemnify, defend, and hold Owner safe and harmless from and against all losses, damages, costs and expenses of any character whatsoever specifically including court costs, bonding fees and attorney fees, arising out of or in any way relating to claims for unpaid labor or material used or associated with construction of improvements on the above described premises.

C. F. McDonald Electric, Inc.

Wayne Berkenmeier,
Vice President Special Projects

Subscribed and sworn to before me, the undersigned authority, on this the 25th day of April, 2025



Notary Public in and for Harris County
My Commission Expires: 8/09/25

PARTIAL WAIVER OF LIEN

THE STATE OF TEXAS
COUNTY OF HARRIS

The undersigned contracted with City of Edinburg to furnish labor and materials in connection with certain improvements to real property located in Hidalgo County, Texas and owned by City of Edinburg which improvements are described as follows:

750KW Generator for Downtown Plant High Service Pumps

In consideration of Pay Estimate No. 4 in the amount of Thirty Thousand Two Hundred Fifty Seven Dollars 50/10 (\$ 30,257.50) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, the undersigned does hereby waive and release any mechanics' lien or materialmen's lien or claims of lien that the undersigned has or hereafter has on the above mentioned real property of accounts of any labor performed or materials furnished or to be furnished or labor performed and materials furnished by the undersigned pursuant to the above mentioned contract or any constitutional lien that the undersigned may have.

Undersigned hereby guarantees that all bids for labor performed and/or materials furnished in the erection and construction of such improvements on the Property have been fully paid and satisfied and Undersigned does further guarantee that if for any reason a lien or liens are filed for material or labor against said Property arising out of any bills for material or labor in connection with the erection or construction of said improvements thereon, Undersigned will obtain a settlement of such lien or liens and a proper release thereof shall be obtained.

C. F. McDonald Electric, Inc.
Contractor

Wayne Berkenmeier

Signature

Vice President Special Projects

SWORN TO AND SUBSCRIBED BEFORE ME, on this the 25th day of April, 2025, to certify which witness my hand and seal of office.



Notary Public in and for the State Of Texas

Michelle Gutierrez
My Commission Expires: 08/09/25

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing

Contractor's signed Certification is attached

In tabulations below, amounts are stated to the nearest dollar.

Use Column 1 on Contracts where variable retainage for line items may apply

Application No: 4
 Application Date: 4/25/25
 Period To: 4/30/25
 Project No: P240939

A	B	C	D	E	F	G	H	I
ITEM NO.	DESCRIPTION OF WORK 0.00	SCHEDULED VALUE	WORK COMPLETED FROM PREVIOUS APPLICATIONS		MATERIALS PRESENTLY STORED	TOTAL COMPLETED AND STORED TO DATE	BALANCE TO FINISH	RETAINAGE 5%
BASE CONTRACT								
1a	Bonds & Insurance	\$ 50,000.00	\$ 50,000.00	\$ -	\$ -	\$ 50,000.00	\$ -	\$ 2,500.00
1b	Mobilization	\$ 50,000.00	\$ 50,000.00	\$ -	\$ -	\$ 50,000.00	\$ -	\$ 2,500.00
1c	Duct bank install	\$ 75,000.00	\$ 75,000.00	\$ -	\$ -	\$ 75,000.00	\$ -	\$ 3,750.00
1a	Install conduit	\$ 75,000.00	\$ 56,250.00	\$ 1,850.00	\$ -	\$ 58,100.00	\$ 16,900.00	\$ 2,905.00
1e	Install wire	\$ 80,000.00	\$ 60,000.00	\$ -	\$ -	\$ 60,000.00	\$ 20,000.00	\$ 3,000.00
1f	Furnish & install canopy	\$ 45,000.00	\$ -	\$ -	\$ -	\$ -	\$ 45,000.00	\$ -
1g	Furnish & install ATS, docking station, SPD, lighting & misc. accessories	\$ 65,000.00	\$ 65,000.00	\$ -	\$ -	\$ 65,000.00	\$ -	\$ 3,250.00
1h	Furnish & install 750kw diesel generator	\$ 250,000.00	\$ 250,000.00	\$ -	\$ -	\$ 250,000.00	\$ -	\$ 12,500.00
1i	Disconnect & remove existing MTS & diesel generator	\$ 30,000.00	\$ 22,500.00	\$ 7,500.00	\$ -	\$ 30,000.00	\$ -	\$ 1,500.00
1j	Demolish existing utility service, conduit & wire	\$ 30,000.00	\$ -	\$ 22,500.00	\$ -	\$ 22,500.00	\$ 7,500.00	\$ 1,125.00
1k	Install new service risers & feeders XFMR primary side	\$ 60,000.00	\$ 60,000.00	\$ -	\$ -	\$ 60,000.00	\$ -	\$ 3,000.00
1l	Grounding	\$ 29,000.00	\$ 29,000.00	\$ -	\$ -	\$ 29,000.00	\$ -	\$ 1,450.00
1m	O&M's	\$ 469.00	\$ -	\$ -	\$ -	\$ -	\$ 469.00	\$ -
2a	Concrete foundations	\$ 60,000.00	\$ 60,000.00	\$ -	\$ -	\$ 60,000.00	\$ -	\$ 3,000.00
2b	Generator access platforms	\$ 10,000.00	\$ 10,000.00	\$ -	\$ -	\$ 10,000.00	\$ -	\$ 500.00
3	Contingency	\$ 61,074.21	\$ -	\$ -	\$ -	\$ -	\$ 61,074.21	\$ -
4	Additional cost to disconnect existing 2 VFDs and 1 soft start reduced voltage device and remove from electrical building, install 3 owner furnished soft starters and 6'x 6' reinforced concrete curb around generator foundation	\$ 38,925.79	\$ -	\$ -	\$ -	\$ -	\$ 38,925.79	\$ -

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

TO OWNER: City of Edinburg
P.O. Box 1079
Edinburg, TX 78540

FROM CONTRACTOR: C.F. McDonald Electric, Inc.
5044 Timber Creek
Houston, TX. 77017

PROJECT: 750KW Generator for Downtown
Plant High Service Pumps

VIA ENGINEER:

APPLICATION NO: 4
APPLICATION DATE: 4/25/25
PERIOD TO: 4/30/25
PD PROJECT NO: P240939
CONTRACT DATE: May 1, 2024

Distribution to:
☒ OWNER
☒ ENGINEER
☒ CONTRACTOR

CONTRACT FOR: CONTRACT NO. 2023-19

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM	\$	1,009,469.00
2. Net Change by Change Orders	\$	0.00
3. CONTRACT SUM TO DATE (LINE 1 + 2)	\$	1,009,469.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	819,600.00

5. RETAINAGE:		
a. 5% of Completed Work (Column D + E on G703)	\$	40,980.00
b. 5% of Stored Material (Column F on G703)	\$	
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$	40,980.00

6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$	778,620.00
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7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from Prior Certificate)	\$	748,362.50
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8. CURRENT PAYMENT DUE	\$	30,257.50
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9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 Less Line 6)	\$	230,849.00
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CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$0.00	\$0.00
Total approved this Month	\$0.00	\$0.00
TOTALS	\$0.00	\$0.00
NET CHANGES by Change Order		\$0.00

CONTRACTOR: C.F. McDonald Electric, Inc.

By: Wayne Berkenmeier

Date: 4/25/25

State of: Texas
County of: Harris
Subscribed and sworn to before me on: 8/9/2025
Notary Public
My Commission expires:



ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED: \$ 30,257.50

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified).
ENGINEER:

By: Date: 5/22/2025

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

INVOICE
 **C.F. McDONALD
ELECTRIC, INC.**
CONTRACTORS • ENGINEERS

5044 Timber Creek • Houston, TX 77017 • (713) 921-1368

Sold To:

City of Edinburg
Accounts Payable
P.O. Box 1079
Edinburg, TX 78540

Date: 5/23/25

Invoice No.

W027840-5

P.O. NO. P240939	PROJECT NAME AND / OR ADDRESS 750KW Generator for Downtown Plant High Service Pumps	SUBCONTACT NO. 2023-19
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*NOTICE: Invoice due upon receipt. A Service charge equal to the maximum legal rate of interest allowable per month will be charged on any payment not received within 30 days after date of this invoice.
"Regulated by The Texas Department of Licensing and Regulations, License #18339, P.O. Box 12157, Austin, TX 78711, 1-800-803-9202, 512-463-6599, website: www.license.state.tx.us/complaints"*

Base Contract Amount ----- \$1,009,469.00

Progress Billing - Tax Exempt - \$928,248.00

Less 5% Retained \$46,412.40

\$881,835.60

Less Previous Billings \$778,620.00

TOTAL THIS INVOICE ----- \$103,215.60

Thank You!

AFFIDAVIT OF BILLS PAID

STATE OF TEXAS

COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared Wayne Berkenmeier party to that certain Contract entered into between City of Edinburg (Owner) and C. F. McDonald Electric, Inc. (Contractor) for the erection, construction, and completion of certain improvements and/or additions upon the following described premises, to wit

750KW Generator for Downtown Plant High Service Pumps

Said party being by me duly sworn states upon oath that the said improvements have been erected and completed in full compliance with the above referred to Contract and the agreed plans and specifications therefore.

Deponent further states that he has paid all bills and claims for materials furnished and labor performed on said Contract and that there are no outstanding unpaid bills or legal claims for labor performed or materials furnished upon said job.

This affidavit is being made by the undersigned realizing that it is in reliance upon the truthfulness of the statements contained therein that final and full settlement of the balance due on said Contract is being made, and in consideration of the disbursement of funds by Owner, deponent expressly waives and releases all liens, claims and rights to assert a lien on said premises and agrees to indemnify, defend, and hold Owner safe and harmless from and against all losses, damages, costs and expenses of any character whatsoever specifically including court costs, bonding fees and attorney fees, arising out of or in any way relating to claims for unpaid labor or material used or associated with construction of improvements on the above described premises.

C. F. McDonald Electric, Inc.

Wayne Berkenmeier,
Vice President Special Projects

Subscribed and sworn to before me, the undersigned authority, on this the 23rd day of May, 2025



Notary Public in and for Harris County
My Commission Expires: 8/09/25

PARTIAL WAIVER OF LIEN

THE STATE OF TEXAS
COUNTY OF HARRIS

The undersigned contracted with City of Edinburg to furnish labor and materials in connection with certain improvements to real property located in Hidalgo County, Texas and owned by City of Edinburg which improvements are described as follows:

750KW Generator for Downtown Plant High Service Pumps

In consideration of Pay Estimate No. 5 in the amount of One Hundred Three Thousand Two Hundred Fifteen Dollars 60/10 (\$ 103,215.60) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, the undersigned does hereby waive and release any mechanics' lien or materialmen's lien or claims of lien that the undersigned has or hereafter has on the above mentioned real property of accounts of any labor performed or materials furnished or to be furnished or labor performed and materials furnished by the undersigned pursuant to the above mentioned contract or any constitutional lien that the undersigned may have.

Undersigned hereby guarantees that all bids for labor performed and/or materials furnished in the erection and construction of such improvements on the Property have been fully paid and satisfied and Undersigned does further guarantee that if for any reason a lien or liens are filed for material or labor against said Property arising out of any bills for material or labor in connection with the erection or construction of said improvements thereon, Undersigned will obtain a settlement of such lien or liens and a proper release thereof shall be obtained.

C. F. McDonald Electric, Inc.
Contractor

Wayne Berkenmeier

Signature

Vice President Special Projects

SWORN TO AND SUBSCRIBED BEFORE ME, on this the 23rd day of May, 2025, to certify which witness my hand and seal of office.



Notary Public in and for the State Of Texas

Michelle Gutierrez
My Commission Expires: 08/09/25

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing

Contractor's signed Certification is attached

In tabulations below, amounts are stated to the nearest dollar.

Use Column 1 on Contracts where variable retainage for line items may apply

Application No: 5
 Application Date: 5/23/25
 Period To: 5/31/25
 Project No: P240939

A	B	C	D	E	F	G	H	I	
ITEM NO.	DESCRIPTION OF WORK 0.00	SCHEDULED VALUE	WORK COMPLETED FROM PREVIOUS APPLICATIONS	THIS PERIOD	MATERIALS PRESENTLY STORED	TOTAL COMPLETED AND STORED TO DATE	PERCENT %	BALANCE TO FINISH	RETAINAGE 5%
BASE CONTRACT									
1a	Bonds & Insurance	\$ 50,000.00	\$ 50,000.00	\$ -	\$ -	\$ 50,000.00	100%	\$ -	\$ 2,500.00
1b	Mobilization	\$ 50,000.00	\$ 50,000.00	\$ -	\$ -	\$ 50,000.00	100%	\$ -	\$ 2,500.00
1c	Duct bank install	\$ 75,000.00	\$ 75,000.00	\$ -	\$ -	\$ 75,000.00	100%	\$ -	\$ 3,750.00
1d	Install conduit	\$ 75,000.00	\$ 58,100.00	\$ 16,900.00	\$ -	\$ 75,000.00	100%	\$ -	\$ 3,750.00
1e	Install wire	\$ 80,000.00	\$ 60,000.00	\$ 12,000.00	\$ -	\$ 72,000.00	90%	\$ 8,000.00	\$ 3,600.00
1f	Furnish & install canopy	\$ 45,000.00	\$ -	\$ 45,000.00	\$ -	\$ 45,000.00	100%	\$ -	\$ 2,250.00
1g	Furnish & install ATS, docking station, SPD, lighting & misc. accessories	\$ 65,000.00	\$ 65,000.00	\$ -	\$ -	\$ 65,000.00	100%	\$ -	\$ 3,250.00
1h	Furnish & install 750kw diesel generator	\$ 250,000.00	\$ 250,000.00	\$ -	\$ -	\$ 250,000.00	100%	\$ -	\$ 12,500.00
1i	Disconnect & remove existing MTS & diesel generator	\$ 30,000.00	\$ 30,000.00	\$ -	\$ -	\$ 30,000.00	100%	\$ -	\$ 1,500.00
1j	Demolish existing utility service, conduit & wire	\$ 30,000.00	\$ 22,500.00	\$ 7,500.00	\$ -	\$ 30,000.00	100%	\$ -	\$ 1,500.00
1k	Install new service risers & feeders XFMR primary side	\$ 60,000.00	\$ 60,000.00	\$ -	\$ -	\$ 60,000.00	100%	\$ -	\$ 3,000.00
1l	Grounding	\$ 29,000.00	\$ 29,000.00	\$ -	\$ -	\$ 29,000.00	100%	\$ -	\$ 1,450.00
1m	O&M's	\$ 469.00	\$ -	\$ -	\$ -	\$ -	0%	\$ 469.00	\$ -
2a	Concrete foundations	\$ 60,000.00	\$ 60,000.00	\$ -	\$ -	\$ 60,000.00	100%	\$ -	\$ 3,000.00
2b	Generator access platforms	\$ 10,000.00	\$ 10,000.00	\$ -	\$ -	\$ 10,000.00	100%	\$ -	\$ 500.00
3	Contingency	\$ 61,074.21	\$ -	\$ -	\$ -	\$ -	0%	\$ 61,074.21	\$ -
4	Additional cost to disconnect existing 2 VFDs and 1 soft start reduced voltage device and remove from electrical building, install 3 owner furnished soft starters and 6'x 6' reinforced concrete curb around generator foundation	\$ 38,925.79	\$ -	\$ 27,248.00	\$ -	\$ 27,248.00	70%	\$ 11,677.79	\$ 1,362.40
TOTAL BASE CONTRACT		\$ 1,009,469.00	\$ 819,600.00	\$ 108,648.00	\$ -	\$ 928,248.00		\$ 81,221.00	\$ 46,412.40
Change Orders									
1		\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ -	\$ -
2		\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ -	\$ -
3		\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ -	\$ -
4		\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ -	\$ -
5		\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ -	\$ -
Sub Total Change Orders		\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ -	\$ -
GRAND TOTAL		\$ 1,009,469.00	\$ 819,600.00	\$ 108,648.00	\$ -	\$ 928,248.00	92%	\$ 81,221.00	\$ 46,412.40

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

TO OWNER: City of Edinburg
P.O. Box 1079
Edinburg, TX 78540

FROM CONTRACTOR: C.F. McDonald Electric, Inc.
5044 Timber Creek
Houston, TX 77017

PROJECT: 750KW Generator for Downtown
Plant High Service Pumps

VIA ENGINEER:

APPLICATION NO: 5

APPLICATION DATE: 5/23/25

PERIOD TO: 5/31/25

PD PROJECT NO: P240939

CONTRACT DATE: May 1, 2024

Distribution to:
☒ OWNER
☒ ENGINEER
☒ CONTRACTOR

CONTRACT FOR: CONTRACT NO. 2023-19

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM

2. Net Change by Change Orders

3. CONTRACT SUM TO DATE (LINE 1 + 2)

4. TOTAL COMPLETED & STORED TO DATE
(Column G on G703)
- \$ 1,009,469.00

\$ 0.00

\$ 1,009,469.00

\$ 928,248.00
5. RETAINAGE:
- a. 5 % of Completed Work
(Column D + E on G703)

b. 5 % of Stored Material
(Column F on G703)

Total Retainage (Lines 5a + 5b or
Total in Column I of G703)
- \$ 46,412.40

\$

\$ 46,412.40
6. TOTAL EARNED LESS RETAINAGE
(Line 4 Less Line 5 Total)
- \$ 881,835.60
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT
(Line 6 from Prior Certificate)
- \$ 778,620.00
8. CURRENT PAYMENT DUE
- \$ 103,215.60
9. BALANCE TO FINISH, INCLUDING RETAINAGE
(Line 3 Less Line 6)
- \$ 127,633.40

CONTRACTOR: C.F. McDonald Electric, Inc.

By: Wayne Berkenmeier

Date: 5/23/25

State of: Texas
County of: Harris
Subscribed and sworn to before me on: May 23, 2025
Notary Public:
My Commission expires: 8/9/2025



ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the Application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED: \$ 103,215.60

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified).
ENGINEER: 0

By: Habib Bouraoud
Date: 6-4-2025

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$0.00	\$0.00
Total approved this Month	\$0.00	\$0.00
TOTALS	\$0.00	\$0.00
NET CHANGES by Change Order		\$0.00

INVOICE
M C.F. McDONALD
ELECTRIC, INC.
CONTRACTORS • ENGINEERS

5044 Timber Creek • Houston, TX 77017 • (713) 921-1368

Sold To:

City of Edinburg
Accounts Payable
P.O. Box 1079
Edinburg, TX 78540

Date: 6/23/25

Invoice No.
W027840-6

P.O. NO.	PROJECT NAME AND / OR ADDRESS	SUBCONTACT NO.
P240939	750KW Generator for Downtown Plant High Service Pumps	2023-19

NOTICE: Invoice due upon receipt. A Service charge equal to the maximum legal rate of interest allowable per month will be charged on any payment not received within 30 days after date of this invoice.
"Regulated by The Texas Department of Licensing and Regulations, License #18339, P.O. Box 12157, Austin, TX 78711, 1-800-803-9202, 512-463-6599, website: www.license.state.tx.us/complaints"

Base Contract Amount ----- \$1,009,469.00

Progress Billing - Tax Exempt - 100% Complete \$951,961.79

Less 5% Retained \$47,598.09

\$904,363.70

Less Previous Billings \$881,835.60

TOTAL THIS INVOICE ----- \$22,528.10

Thank You!

AFFIDAVIT OF BILLS PAID

STATE OF TEXAS

COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared Wayne Berkenmeier party to that certain Contract entered into between City of Edinburg (Owner) and C. F. McDonald Electric, Inc. (Contractor) for the erection, construction, and completion of certain improvements and/or additions upon the following described premises, to wit

750KW Generator for Downtown Plant High Service Pumps

Said party being by me duly sworn states upon oath that the said improvements have been erected and completed in full compliance with the above referred to Contract and the agreed plans and specifications therefore.

Deponent further states that he has paid all bills and claims for materials furnished and labor performed on said Contract and that there are no outstanding unpaid bills or legal claims for labor performed or materials furnished upon said job.

This affidavit is being made by the undersigned realizing that it is in reliance upon the truthfulness of the statements contained therein that final and full settlement of the balance due on said Contract is being made, and in consideration of the disbursement of funds by Owner, deponent expressly waives and releases all liens, claims and rights to assert a lien on said premises and agrees to indemnify, defend, and hold Owner safe and harmless from and against all losses, damages, costs and expenses of any character whatsoever specifically including court costs, bonding fees and attorney fees, arising out of or in any way relating to claims for unpaid labor or material used or associated with construction of improvements on the above described premises.

C. F. McDonald Electric, Inc.

Wayne Berkenmeier,
Vice President Special Projects

Subscribed and sworn to before me, the undersigned authority, on this the 23rd day of June, 2025



Notary Public in and for Harris County
My Commission Expires: 8/09/25

PARTIAL WAIVER OF LIEN

THE STATE OF TEXAS
COUNTY OF HARRIS

The undersigned contracted with City of Edinburg to furnish labor and materials in connection with certain improvements to real property located in Hidalgo County, Texas and owned by City of Edinburg improvements are described as follows:

750KW Generator for Downtown Plant High Service Pumps

In consideration of Pay Estimate No. 6 in the amount of Twenty Two Thousand Five Hundred Twenty Eight Dollars 10/10 (\$ 22,528.10) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, the undersigned does hereby waive and release any mechanics' lien or materialmen's lien or claims of lien that the undersigned has or hereafter has on the above mentioned real property of accounts of any labor performed or materials furnished or to be furnished or labor performed and materials furnished by the undersigned pursuant to the above mentioned contract or any constitutional lien that the undersigned may have.

Undersigned hereby guarantees that all bids for labor performed and/or materials furnished in the erection and construction of such improvements on the Property have been fully paid and satisfied and Undersigned does further guarantee that if for any reason a lien or liens are filed for material or labor against said Property arising out of any bills for material or labor in connection with the erection or construction of said improvements thereon, Undersigned will obtain a settlement of such lien or liens and a proper release thereof shall be obtained.

C. F. McDonald Electric, Inc.
Contractor

Wayne Berkenmeier

Signature

Vice President Special Projects

SWORN TO AND SUBSCRIBED BEFORE ME, on this the 23rd day of June, 2025, to certify which witness my hand and seal of office.



Notary Public in and for the State Of Texas

Michelle Gutierrez
My Commission Expires: 08/09/25

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

TO OWNER: City of Edinburg
P.O. Box 1079
Edinburg, TX 78540

FROM CONTRACTOR: C.F. McDonald Electric, Inc.
5044 Timber Creek
Houston, TX. 77017

PROJECT: 750KW Generator for Downtown
Plant High Service Pumps

VIA ENGINEER:

APPLICATION NO: 6

APPLICATION DATE: 6/23/25

PERIOD TO: 6/30/25

PD PROJECT NO: P240939

CONTRACT DATE: May 1, 2024

Distribution to:
☒ OWNER
☒ ENGINEER
☒ CONTRACTOR

CONTRACT FOR: CONTRACT NO. 2023-19

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM \$ 1,009,469.00
2. Net Change by Change Orders \$ 0.00
3. CONTRACT SUM TO DATE (LINE 1 + 2) \$ 1,009,469.00
4. TOTAL COMPLETED & STORED TO DATE \$ 951,961.79
(Column G on G703)

5. RETAINAGE:
- a. 5% of Completed Work \$ 47,598.09
(Column D + E on G703)
- b. 5% of Stored Material \$
- (Column F on G703)
- Total Retainage (Lines 5a + 5b or Total in Column I of G703) \$ 47,598.09

6. TOTAL EARNED LESS RETAINAGE \$ 904,363.70
(Line 4 Less Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT \$ 881,835.60
(Line 6 from Prior Certificate)

8. CURRENT PAYMENT DUE \$ 22,528.10

9. BALANCE TO FINISH, INCLUDING RETAINAGE \$ 105,105.30
(Line 3 Less Line 6)

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$0.00	\$0.00
Total approved this Month	\$0.00	\$0.00
TOTALS	\$0.00	\$0.00
NET CHANGES by Change Order		\$0.00

CONTRACTOR: C.F. McDonald Electric, Inc.

By:  Wayne Berkenmeier Date: 6/23/25

State of: Texas
County of: Harris
Subscribed and sworn to before me on: June 23, 2025
Notary Public:
My Commission expires: 8/9/2025



ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED: \$ 22,528.10

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified).
ENGINEER: 0

By:  Date: 7-17-2025

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

INVOICE
 **C.F. McDONALD
ELECTRIC, INC.**
CONTRACTORS • ENGINEERS

5044 Timber Creek • Houston, TX 77017 • (713) 921-1368

Sold To:

• City of Edinburg
Accounts Payable
P.O. Box 1079
Edinburg, TX 78540

Date: 9/26/25

Invoice No.

W027840-7

P.O. NO. P240939	PROJECT NAME AND / OR ADDRESS 750KW Generator for Downtown Plant High Service Pumps	SUBCONTACT NO. 2023-19
---------------------	--	---------------------------

NOTICE: Invoice due upon receipt. A Service charge equal to the maximum legal rate of interest allowable per month will be charged on any payment not received within 30 days after date of this invoice.
"Regulated by The Texas Department of Licensing and Regulations, License #18339, P.O. Box 12157, Austin, TX 78711, 1-800-803-9202, 512-463-6599, website: www.license.state.tx.us/complaints"

Base Contract Amount \$951,961.79

5% Retained \$47,598.09

TOTAL THIS INVOICE ----- \$47,598.09

Thank You!

AFFIDAVIT OF BILLS PAID

STATE OF TEXAS

COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared Wayne Berkenmeier party to that certain Contract entered into between City of Edinburg (Owner) and C. F. McDonald Electric, Inc. (Contractor) for the erection, construction, and completion of certain improvements and/or additions upon the following described premises, to wit

750KW Generator for Downtown Plant High Service Pumps

Said party being by me duly sworn states upon oath that the said improvements have been erected and completed in full compliance with the above referred to Contract and the agreed plans and specifications therefore.

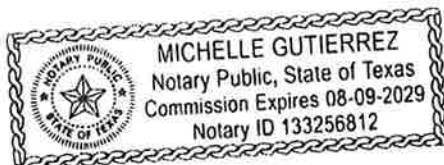
Deponent further states that he has paid all bills and claims for materials furnished and labor performed on said Contract and that there are no outstanding unpaid bills or legal claims for labor performed or materials furnished upon said job.

This affidavit is being made by the undersigned realizing that it is in reliance upon the truthfulness of the statements contained therein that final and full settlement of the balance due on said Contract is being made, and in consideration of the disbursement of funds by Owner, deponent expressly waives and releases all liens, claims and rights to assert a lien on said premises and agrees to indemnify, defend, and hold Owner safe and harmless from and against all losses, damages, costs and expenses of any character whatsoever specifically including court costs, bonding fees and attorney fees, arising out of or in any way relating to claims for unpaid labor or material used or associated with construction of improvements on the above described premises.

C. F. McDonald Electric, Inc.

Wayne Berkenmeier,
Vice President Special Projects

Subscribed and sworn to before me, the undersigned authority, on this the 26th day of September, 2025



Notary Public in and for Harris County
My Commission Expires: 8/09/29

FINAL WAIVER OF LIEN

THE STATE OF TEXAS
COUNTY OF HARRIS

The undersigned contracted with City of Edinburg to furnish labor and materials in connection with certain improvements to real property located in Hidalgo County, Texas and owned by City of Edinburg improvements are described as follows:

750KW Generator for Downtown Plant High Service Pumps

In consideration of Pay Estimate No. 7 in the amount of Forty Seven Thousand Five Hundred Ninety Eight Dollars 09/10 (\$ 47,598.09) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, the undersigned does hereby waive and release any mechanics' lien or materialmen's lien or claims of lien that the undersigned has or hereafter has on the above mentioned real property of accounts of any labor performed or materials furnished or to be furnished or labor performed and materials furnished by the undersigned pursuant to the above mentioned contract or any constitutional lien that the undersigned may have.

Undersigned hereby guarantees that all bids for labor performed and/or materials furnished in the erection and construction of such improvements on the Property have been fully paid and satisfied and Undersigned does further guarantee that if for any reason a lien or liens are filed for material or labor against said Property arising out of any bills for material or labor in connection with the erection or construction of said improvements thereon, Undersigned will obtain a settlement of such lien or liens and a proper release thereof shall be obtained.

C. F. McDonald Electric, Inc.

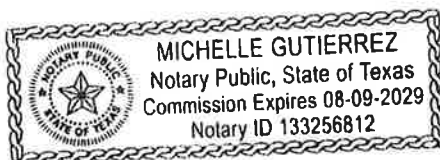
Wayne Berkenmeier

Contractor

Vice President Special Projects

Signature

SWORN TO AND SUBSCRIBED BEFORE ME, on this the 26th of September, 2025, to certify which witness my hand and seal of office.



Notary Public in and for the State Of Texas

Michelle Gutierrez

My Commission Expires: 08/09/29

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE 1 OF 2

TO OWNER: City of Edinburg
P.O. Box 1079
Edinburg, TX 78540

FROM CONTRACTOR: C.F. McDonald Electric, Inc.
5044 Timber Creek
Houston, TX 77017

PROJECT: 750KW Generator for Downtown
Plant High Service Pumps

VIA ENGINEER:

APPLICATION NO: 7

APPLICATION DATE: 9/26/25

PERIOD TO: 9/30/25

PD PROJECT NO: P240939

CONTRACT DATE: May 1, 2024

Distribution to:

☒	OWNER
☒	ENGINEER
☒	CONTRACTOR

CONTRACT FOR:

CONTRACT NO. 2023-19

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM	\$ 1,009,469.00
2. Net Change by Change Orders	\$ 0.00
3. CONTRACT SUM TO DATE (LINE 1 + 2)	\$ 1,009,469.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$ 951,961.79

5. RETAINAGE:

a. 5 % of Completed Work
(Column D + E on G703) \$ 0.00

b. 5 % of Stored Material
(Column F on G703) \$

Total Retainage (Lines 5a + 5b or
Total in Column I of G703) \$ 0.00

6. TOTAL EARNED LESS RETAINAGE
(Line 4 Less Line 5 Total) \$ 951,961.79

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT
(Line 6 from Prior Certificate) \$ 904,363.70

8. CURRENT PAYMENT DUE \$ 47,598.09

9. BALANCE TO FINISH, INCLUDING RETAINAGE
(Line 3 Less Line 6) \$ 57,507.21

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$0.00	\$0.00
Total approved this Month	\$0.00	\$0.00
TOTALS	\$0.00	\$0.00
NET CHANGES by Change Order		\$0.00

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by the Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

C.F. McDonald Electric, Inc.

By:

Wayne Berkenmeier

Date:

9/26/25

State of: Texas

County of: Harris

Subscribed and sworn to before me on:

Notary Public:

My Commission expires:

8/9/2029

September 26, 2025

MICHELLE GUTIERREZ
Notary Public, State of Texas
Commission Expires 08-09-2029
Notary ID 133256812

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 47,598.09

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified).
ENGINEER: 0

By:

Date:

10-1-2025

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

Application No: 7 Application Date: 9/26/25 Period To: 9/30/25 Project No: P240939										
A ITEM NO.	B DESCRIPTION OF WORK 0.00	C SCHEDULED		D WORK COMPLETED FROM PREVIOUS APPLICATIONS	E THIS PERIOD	F MATERIALS PRESENTLY STORED	G TOTAL COMPLETED AND STORED TO DATE	PERCENT %	H BALANCE TO FINISH	I RETAINAGE 5%
		VALUE								
BASE CONTRACT										
1a	Bonds & Insurance	\$ 50,000.00	\$ 50,000.00	\$ -		\$ -	\$ 50,000.00	100%	\$ -	\$ 2,500.00
1b	Mobilization	\$ 50,000.00	\$ 50,000.00	\$ -		\$ -	\$ 50,000.00	100%	\$ -	\$ 2,500.00
1c	Duct bank install	\$ 75,000.00	\$ 75,000.00	\$ -		\$ -	\$ 75,000.00	100%	\$ -	\$ 3,750.00
1d	Install conduit	\$ 75,000.00	\$ 75,000.00	\$ -		\$ -	\$ 75,000.00	100%	\$ -	\$ 3,750.00
1e	Install wire	\$ 80,000.00	\$ 80,000.00	\$ -		\$ -	\$ 80,000.00	100%	\$ -	\$ 4,000.00
1f	Furnish & install canopy	\$ 45,000.00	\$ 45,000.00	\$ -		\$ -	\$ 45,000.00	100%	\$ -	\$ 2,250.00
1g	Furnish & install ATS, docking station, SPD, lighting & misc. accessories	\$ 65,000.00	\$ 65,000.00	\$ -		\$ -	\$ 65,000.00	100%	\$ -	\$ 3,250.00
1h	Furnish & install 750kw diesel generator	\$ 250,000.00	\$ 250,000.00	\$ -		\$ -	\$ 250,000.00	100%	\$ -	\$ 12,500.00
1i	Disconnect & remove existing MTS & diesel generator	\$ 30,000.00	\$ 30,000.00	\$ -		\$ -	\$ 30,000.00	100%	\$ -	\$ 1,500.00
1j	Demolish existing utility service, conduit & wire	\$ 30,000.00	\$ 30,000.00	\$ -		\$ -	\$ 30,000.00	100%	\$ -	\$ 1,500.00
1k	Install new service risers & feeders XFMR primary side	\$ 60,000.00	\$ 60,000.00	\$ -		\$ -	\$ 60,000.00	100%	\$ -	\$ 3,000.00
1l	Grounding	\$ 29,000.00	\$ 29,000.00	\$ -		\$ -	\$ 29,000.00	100%	\$ -	\$ 1,450.00
1m	O&M's	\$ 469.00	\$ 469.00	\$ -		\$ -	\$ 469.00	100%	\$ -	\$ 23.45
2a	Concrete foundations	\$ 60,000.00	\$ 60,000.00	\$ -		\$ -	\$ 60,000.00	100%	\$ -	\$ 3,000.00
2b	Generator access platforms	\$ 10,000.00	\$ 10,000.00	\$ -		\$ -	\$ 10,000.00	100%	\$ -	\$ 500.00
3	Contingency	\$ 57,507.21	\$ -	\$ -		\$ -	\$ -	0%	\$ 57,507.21	\$ -
4	Additional cost to disconnect existing 2 VFDs and 1 soft start reduced voltage device and remove from electrical building, install 3 owner furnished soft starters and 6'x 6' reinforced concrete curb around generator foundation	\$ 38,925.79	\$ 38,925.79	\$ -		\$ -	\$ 38,925.79	100%	\$ -	\$ 1,946.29
5	Added neutral conductor from service XFMR to ATS	\$ 3,567.00	\$ 3,567.00	\$ -		\$ -	\$ 3,567.00	100%	\$ -	\$ 178.35
TOTAL BASE CONTRACT		\$ 1,009,469.00	\$ 951,961.79	\$ -		\$ -	\$ 951,961.79		\$ 57,507.21	\$ 47,598.09
Change Orders										
1		\$ -	\$ -	\$ -		\$ -	\$ -	0%	\$ -	\$ -
2		\$ -	\$ -	\$ -		\$ -	\$ -	0%	\$ -	\$ -
3		\$ -	\$ -	\$ -		\$ -	\$ -	0%	\$ -	\$ -
4		\$ -	\$ -	\$ -		\$ -	\$ -	0%	\$ -	\$ -
5		\$ -	\$ -	\$ -		\$ -	\$ -	0%	\$ -	\$ -
Sub Total Change Orders		\$ -	\$ -	\$ -		\$ -	\$ -	0%	\$ -	\$ -
GRAND TOTAL		\$ 1,009,469.00	\$ 951,961.79	\$ -		\$ -	\$ 951,961.79	94%	\$ 57,507.21	\$ 47,598.09

Date of Allowance Expenditure Authorization: April 7, 2025.

Project name: Installation of a New 750 KW Standby Generator for the Downtown WTP Backup General Addition.

Owner's Project N°: 2023-19.

ALLOWANCE EXPENDITURE AUTHORIZATION #01

Service Description:

The Contractor shall furnish the necessary labor, materials, tools, and equipment to:

1. Disconnect the existing two (2) VFDs and one (1) Soft Start Reduced Voltage device and remove them from the Electrical Building located inside the Water Treatment Plant. Removed equipment and materials will be delivered to the Owner on site.
2. Install three (3) Owner furnished Soft Starters, power and control conduits and power and control cabling, as well as connect all the power and control cabling.
3. Install a 6" x 6" reinforced concrete curb around the new generator foundation.

Total Service: \$ 38,925.79

The contract has changed as follows:

Allowance Expenditure Authorization No. 1 shall be funded through the Owner's General Contingency Allowance of \$100,000.00. Upon approval, the remaining General Contingency Allowance amount shall be \$61,074.21

General Contingency Allowance: \$ 100,000.00

Total AEA#01: \$ 38,925.79

Remaining General Contingency Allowance: \$ 61,074.21

NOT VALID UNTIL SIGNED BY THE ENGINEER, CONTRACTOR, AND OWNER.

Halff Associates, Inc.

McDonald Municipal and
Industrial

City of Edinburg

ENGINEER (Firm name)

CONTRACTOR (Firm name)

OWNER (Firm name)

5000 West Military, Ste. 100
McAllen, TX 78503

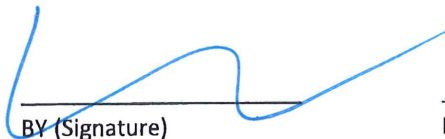
5044 Timber Creek
Houston, Texas 77017

1201 N Doolittle
Edinburg, Texas 78542



BY (Signature)

Gabriel Benavides, PE



BY (Signature)

Wayne Berkenmeier
VP Special Projects



BY (Signature)

Gerardo Carmona Jr., PE

4-7-2025
DATE

4/21/25
DATE

4/11/25
DATE



March 14, 2025
Halff Engineering
ATTN: Gabriel Benavides

RE: Installation of a New 750kw Standby Generator for the Downtown WTP High Service Pumps S 17th
Ave & E Mahl ST Edinburg, Texas

Please let this letter serve as an official Proposal. We are pleased to quote the amount of \$38,925.79 to remove & replace Owner furnished soft starters & install a concrete curb around the generator foundation.

- Disconnect existing (2) VFDs & (1) SSRV and remove from Electrical Building. The Owner will be responsible for loading on a trailer and haul off from site. \$15,599.88
 - Install (3) Owner furnished soft starters & connect conduit/wire
The Owner to haul soft starters to the site and set on the well concrete pad. \$19,549.88
 - Install 6"x6" reinforced concrete curb around generator foundation \$3,776.03
- Total: \$38,925.79

Please note that RTU, SCADA & Soft Starter testing are to be provided by the Owner.

Please call me at 832-574-5236 or email me at rlopez@mcdonaldinc.com if you have any questions or if you need any additional information.

Sincerely,
Rudy Lopez, Project Manager

Rudy Lopez

From: Gabriel Benavides <gbenavides@halff.com>
Sent: Monday, September 9, 2024 8:28 AM
To: Rudy Lopez
Cc: Miguel Pineda
Subject: FW: FW: City of Edinburg - Installation of a new 750kw Standby Generator for Downtown WTP - Change Proposal #1

Rudy,

As instructed by City, please proceed with the neutral conductor change via the contingency allowance. Please include line item in next Pay App.

Thanks,

--gb

Gabriel Benavides, PE
Director of MEP

Halff
O: 956.445.5211
E: gbenavides@halff.com

From: Gerardo Carmona <gcarmona@cityofedinburg.com>
Sent: Friday, August 30, 2024 8:44 AM
To: Gabriel Benavides <gbenavides@halff.com>
Cc: Miguel Pineda <mpineda@halff.com>; amartinez@cityofedinburg.com
Subject: Re: FW: City of Edinburg - Installation of a new 750kw Standby Generator for Downtown WTP - Change Proposal #1

Good morning Gabriel,

Instead of doing a change order, I would prefer to use the allowance for this additional work. Otherwise, I am okay if this is being required by AEP.



McDonald Municipal & Industrial
A Division of C. F. McDonald Electric, Inc.

August 29, 2024

Halff Engineering

ATTN: Gabriel Benavides

RE: Installation of a New 750kw Standby Generator for the Downtown WTP High Service Pumps S 17th
Ave & E Mahl ST Edinburg, Texas

Please let this letter serve as an official Change Proposal #1 to include a full size #600 neutral for parallel Feeder Circuit S002, from the new pad mount transformer to the Service Entrance Rated ATS. We are pleased to quote \$3,567.00 to provide and install a full size #600 neutral wire for parallel Feeder Circuit S002 as required by AEP for the 277/480v pad mount transformer service.

Wire: \$1,160.00

Lugs: \$200.00

Truck/Tools: \$250.00

Per Diem: \$450.00

Labor: 8 Hour X \$95.00 = \$760.00

COST: \$2,820.00

15% OH: \$423.00

10% Profit: \$324.00

SALE: \$3,567.00

Please call me at 832-574-5236 or email me at rlopez@mcdonaldinc.com if you have any questions or if you need any additional information.

Sincerely,

Rudy Lopez, Project Manager



CITY OF EDINBURG - CITY COUNCIL

Meeting Date: November 5, 2025

CONSENT AGENDA

Agenda Item No: 12.E.

Purchase: Kamstrup AMI (Automated Metering Infrastructure) Meters

1. Agenda Item:

Consider Authorizing the Purchase of Kamstrup Automated Metering Infrastructure (AMI) Meters as a Sole Source Item from Aguaworks Pipe & Supply LLC., Per Unit Prices as Listed. [Gerardo Carmona Jr., P.E., Director of Utilities]

2. Description:

The requested product is available from only one vendor due to its unique specifications, radio compatibility requirements, and proprietary technology. Purchasing this sole source product ensures continuity, reliability, and compliance with applicable standards, while avoiding additional costs and potential risks associated with using incompatible or untested alternatives. The purchase of these smart water meters ranging in size from 5/8 inch to 8-inch meters will allow the department to install new meters for development and replace some existing non-working meters in the system. The purchase of smart meters will facilitate the electronic reading of meters, and they will be installed in new developments and in areas where non-working meters are located.

The price of each size of smart water meter is as follows:

<u>Size</u>	<u>Unit Price</u>
5/8" x 3/4"	\$320.00
1"	\$431.00
1.5"	\$1,027.00
2"	\$1,168.45
3"	\$2,186.50
4"	\$3,129.98
6"	\$5,200.00
8"	\$7,113.60

The above price is valid for Fiscal Year 2025-2026, with funding available in the Utilities Fund Operating Budget for the 2025-2026 fiscal year.

3. Staff's Recommendation:

Approving Authorizing the Purchase of Kamstrup Automated Metering Infrastructure (AMI) Meters as a Sole Source Item from Aguaworks Pipe & Supply LLC., Per Unit Prices as Listed.

Reviewed by:

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

Prepared by:

Vanessa Velasquez,
Administrative Assistant

Attachments:

- A. Proposal
- B. Sole Source Letter
- C. Sole Source Affidavit

CITY OF EDINBURG
P.O. BOX 1079
EDINBURG, TX 78540

AGUAWORKS BRANCH #002
2907 N. Central Avenue
Brownsville, TX 78526

Telephone: 956-831-2500

Telephone: 956-831-2500

10/14/25 Bid ID: 5036393 EDINBURG CITY OF-WTR MTRS F/2026 Bid expires on 10/01/26
Page 1

Line	Quantity	Sell Per	Description	Price Per	Unit Price	Extended Price
------	----------	-------------	-------------	--------------	---------------	-------------------

AGUAWORKS PIPE & SUPPLY, LLC.

501 W. FM 2812
EDINBURG, TX 78539
PHONE: (956)383-8600
FAX: (956)383-8601

2907 N. CENTRAL AVENUE
BROWNSVILLE, TX 78526-5137
PHONE: (956)831-2500
FAX: (956)831-2525

PROJECT: 3/4", 1" AND 2"
WATER METER FOR STOCK

BID DATE: 10/14/2025
LOCATION: EDINBURG
ENGINEER:
ATTENTION:

NOTE 1
PVC PIPE PRICES QUOTED ON THIS
BID ARE FIRM FOR ORDERS PLACED
WITHIN FIFTEEN (15) DAYS FROM
BID DATE AND SHIPPED WITHIN
THIRTY (30) DAYS FROM BID DATE
AGUAWORKS RESERVES THE RIGHT
TO RE-QUOTE PVC PIPE REQUIRED
AFTER THE ABOVE DATES. ALL
OTHER PRICES ARE FIRM FOR
SIXTY (60) DAYS AFTER BID DATE

NOTE 2
ALL SPECIAL ORDERED MATERIALS
INCLUDING FABRICATED PIPE ARE
NON-CANCELLABLE AND NON-RETURN
ABLE ONCE THEY HAVE BEEN RE-
LEASED FOR PRODUCTION.

NOTE 3
THIS QUOTATION REPRESENTS OUR
INTERPRETATION OF THE PLANS &
SPECIFICATIONS AND IS OFFERED
AS AN AID TO BIDDING THIS JOB
ONLY. MATERIAL QUANTITIES ARE
NOT GUARANTEED TO BE EXACTLY
WHAT YOU WILL TO COMPLETE THIS
PROJECT.

Continued Next Page

CITY OF EDINBURG
P.O. BOX 1079
EDINBURG, TX 78540

AGUAWORKS BRANCH #002
2907 N. Central Avenue
Brownsville, TX 78526

Telephone: 956-831-2500

Telephone: 956-831-2500

10/14/25 Bid ID: 5036393 EDINBURG CITY OF-WTR MTRS F/2026 Bid expires on 10/01/26
Page 2

THE PRICES AND LEAD TIMES IN
THIS QUOTATION ARE BASED ON
CURRENT MARKET VALUES AND
SUPPLIER AVAILABILITY. IN THE
EVENT OF ANY CHANGES,
AGUAWORKS PIPE & SUPPLY, LLC
RESERVES THE RIGHT TO WITHDRAW
OR AMEND THIS QUOTATION.

750	1	EA	5/8X3/4 FLOWIQ 2250 AMI METER TYPE # 02-A-01-D-1-8B-8-US CONFIGURATION # 801-24-002-0000-4-3-3-3-01- 220-1-3-01003 "US GALLONS" 0000000.00 USGAL - 0.01 GPM -	320.00	320.00
760	1	EA	5/8X3/4 FLOWIQ 2200 ALD METER TYPE #02-K-02-D-1-8B-8-UB "US GALLONS" CONFIGURATION # 810-24-002-0010-3-3-3-6-04-21 0-1-3-01004 0000000.00 USGAL - 0.01 GPM - BILLING IN 100S	320.00	320.00
780	1	EA	1" IQ 2200 ALD/AMI/AMR WTR MTR TYPE #02-L-02-D-1-8D-8-UB "US GALLONS" CONFIGURATION # 810-24-002-0010-3-3-3-6-04- 220-1-3-01004	431.00	431.00
810	1	EA	2" 3200 AMR/AMI FLG METER TYPE # 02-L-02-D-1-8H-8-UB CONFIGURATION (DDD-JJ-LLL-MMMM-N-P-S-U-RR- CCC-V-T-YYZZZ) 801-24-002-0000-4-3-3-3-01- 212-1-3-01003 DIAL FACE US GALLONS 0000000.00 USGAL - 0.01 GPM - BILLING IN 1S	1,168.45	1,168.45
840	1	EA	1-1/2" #3200 AMR/AMI FLG METER TYPE # 02-L-02-D-1-8F-8-UB CONFIGURATION (DDD-JJ-LLL-MMMM-N-P-S-U-RR- CCC-V-T-YYZZZ) 801-24-002-0000-4-3-3-3-01- 212-1-3-01003 DIAL FACE US GALLONS 0000000.00 USGAL - 0.01 GPM - BILLING IN 1S	1,027.00	1,027.00

Continued Next Page

CITY OF EDINBURG
P.O. BOX 1079
EDINBURG, TX 78540

AGUAWORKS BRANCH #002
2907 N. Central Avenue
Brownsville, TX 78526

Telephone: 956-831-2500

Telephone: 956-831-2500

10/14/25 Bid ID: 5036393 EDINBURG CITY OF-WTR MTRS F/2026 Bid expires on 10/01/26
Page 3

850	1	EA	3" IQ #3200 AMR/AMI FLG METER TYPE # 02-L-02-D-1-8K-8-UB CONFIGURATION (DDD-JJ-LLL-MMMM-N-P-S-U-RR- CCC-V-T-YYZZZ) 801-24-002-0000-4-3-3-3-01- 200-1-3-01003 DIAL FACE US GALLONS 350 GPM	2,186.50	2,186.50
880	1	EA	4" IQ 3200 AMR/AMI FLG METER TYPE # 02-L-02-D-1-8P-8-UB CONFIGURATION (DDD-JJ-LLL-MMMM-N-P-S-U-RR- CCC-V-T-YYZZZ) 801-24-002-0000-4-3-3-3-01- 200-1-3-01003 700 GPM	3,129.98	3,129.98
910	1	EA	8" IQ 4200 AMR/AMI WATER METER 2800 GPM 6.0 - 2,800 GPM +/- 3.0% 3.3 - 6.0 GPM TYPE #02-E-02-G-1-GA-8US 86 LBS.	7,113.60	7,113.60
940	1	EA	6" IQ 4200 AMR/AMI WATER METER 1400 GPM 5.0 - 1,400 GPM +/- 3.0% 2.8 - 5.0 GPM TYPE #02-E-02-G-1-FR-8US2 60 LBS.	5,200.00	5,200.00

Subtotal:	20,896.53
Tax:	.00
Bid Total:	20,896.53

REF: Kamstrup Distributor in Southern Texas

Aguaworks Pipe & Supply, LLC.
2907 N. Central Ave.
Brownsville, TX 78526

The above mentioned company has the sole source reselling rights in the Rio Grande Valley of Texas to include the following counties:

Harris, Montgomery, Waller, Fort Bend, Colorado, Wharton, Jackson, Matagorda, Brazoria, Galveston, Chambers, Jefferson, Liberty, Orange, Cameron, Willacy, Hidalgo, Starr, Kenedy, Brooks, Jim Hogg, Zapata, Webb, Duval, Victoria, Calhoun, Refugio, Aransas, San Patricio, Nueces and Kleberg.

Please contact the undersigned with any questions.

Best Regards,



Joseph Hlaihel, MBA
Director, Distribution Sales U.S.
Direct: +1-713-816-5720
FAX: +1 678 387 3602
E-MAIL: jmh@kamstrup.com
WEB: www.kamstrup.com

Think forward

SOLE SOURCE AFFIDAVIT

Company <u>Aguaworks Pipe & Supply</u>	Date (MM/DD/YYYY) <u>10/15/2025</u>
Contact Person <u>Thomas Bennett, Jr.</u>	Phone <u>956-383-8600</u>
Address (address/city/state/zip) <u>501 West FM 2812 Edinburg, Tx 78541</u>	

Before me, the undersigned official, on this day, appeared, Charles Scott Bennett person known to me to be the person whose signature appears below; who after being duly sworn under his/her oath depose and said:

1. My name is Charles Scott Bennett; I am over the age of 18, have never been convicted of a felony and am competent to make this affidavit.
2. I am an authorized representative of the following company or firm: Aguaworks Pipe & Supply, LLC
3. The above-named company or firm is the sole source of the following items and there are no other items available in the marketplace that have the same fit, form, and function of the items listed below:
Kamstrup Metering Systems
4. To comply with the State of Texas definition of a sole source provider (Section 252.022, Subchapter A of the Local Governmental Code 7), the vendor must indicate below which of the following requirements they satisfy:

- ☐ An item for which competition is precluded because of the existence of a patent, copyright, secret process, or monopoly;
- ☐ A film, manuscript, or book;
- ☒ A captive replacement part or component for equipment.

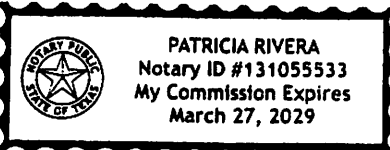
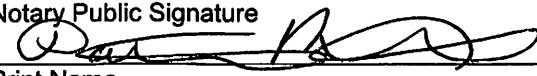
5. There is/are no other like item(s) or product(s) available for purchase that would serve the same purpose or function and there is only one price for the above named item(s) or products(s) because of exclusive distribution or marketing rights. **A vendor who markets a product through distributors, or more than one outlet, is not a sole source provider because the products are available from more than one source.**

6. I have carefully reviewed the Texas Local Government Code, Sec. 252.022, and hereby certify that we meet and comply with it.

Signature of Authorized Official

Title of Authorized Official

Notary

SUBSCRIBED AND SWORN to before me on this <u>15</u> day of <u>October</u> , 20 <u>25</u> .	
	Notary Public Signature  Print Name <u>Patricia Rivera</u> My Commission Expires <u>03-22-2025</u>
For Purchasing Use Only	☐ The City approves this form effective for one (1) year. Initials Expires _____



CITY OF EDINBURG - CITY COUNCIL

Meeting Date: November 5, 2025

CONSENT AGENDA

Agenda Item No: 12.F.

Computer Replacements

1. Agenda Item:

Consider Authorizing the Purchase of Sixty-Seven (67) Dell Devices from Dell Technologies Through Department of Information Resources (DIR), Contract No. TX DIR-TSO-5792, in the Amount of \$75,462.68. [Daniel Vera, Director of Information Technology]

2. Description:

In an effort to continue providing efficient and cost-effective purchasing for the City of Edinburg, the city is a member of the following different Cooperative Purchasing Entities in the State of Texas, Houston Galveston Area Council (HGAC), Local Government Purchasing Cooperative (BuyBoard), Sourcewell, Texas Interlocal Purchasing System (TIPS), OMNIA Partners Cooperative, Texas Department of Information Resources (DIR) and the Texas Facilities Commission (TFC). Through the combined efforts of these cooperative entities, members comply with Texas State Procurement Statutes while identifying vendors of commodities, goods and services at extremely competitive bid prices. City staff is requesting the purchase of sixty-seven (67) Dell desktop/mobile devices for various City Departments.

The current units in use by the departments are outdated and no longer meet the minimum hardware requirements for the software applications used by the departments. The purchase of new devices will improve the efficiency and effectiveness of the City Department's operations. The outdated devices have caused a number of issues, including slow performance and limited storage capacity, which leads to lost productivity. Additionally, they no longer receive software updates and patches from the manufacturer.

The new devices will provide faster processing power, increased storage capacity, and more reliable performance, allowing staff to quickly access critical information and complete their tasks more efficiently. The purchase of these devices is necessary to provide the city staff with the tools they need to effectively perform their duties and maintain the safety of the community.

Estimated delivery will be approximately 2-8 weeks. Funding is available within the Fiscal Year 2025-2026 Information Technology Budget, Aviation Department Budget, and Golf Course Department Budgets under account numbers 100-1000-523308, 220-7000-522308, Office Hardware and Related Software – IT, 240-7100-513302, and 240-7200-523302, Machines & Equipment.

List of devices:

- a. Dell Latitude 7350 Detachable – 18
- b. Dell Pro Slim Plus QBS1250 – 10
- c. Dell Pro Micro QCM1250 – 37
- d. Dell Pro Max 14 MC14250 – 1
- e. Dell Pro Max 14 Premium MA14250 – 1

Cost per account:

100-1000-522308:	\$64,839.22
220-7000-522308:	3,970.06
240-7100-513302:	2,608.06
240-7200-522302:	4,045.34
TOTAL	<u>\$75,462.68</u>

3. Staff's Recommendation:

Approve Authorizing the Purchase of Sixty-Seven (67) Dell Devices from Dell Technologies through Department of Information Resources (DIR), Contract No. TX DIR-TSO-5792, in the Amount of \$75,462.68.

Reviewed by:

Daniel Vera, Director of Information Technology
Nelda Ramirez, Assistant City Manager

Prepared by:

Almaniria Mendez, IT
Administrative Manager

Attachments:

- A. City of Edinburg Mail - Your Dell Quote 3000195395982.1 Received 10.17.25 - removed 3 units from Airport
- B. List of End of Life Units to be Replaces in FY 25-26

Your Dell Quote 3000195395982.1



Your quote is ready for purchase.

Complete the purchase of your personalized quote through our secure online checkout before the quote expires on **Nov. 16, 2025**.

You can download a copy of this quote during checkout.

Place your order

Quote Name:	2025 Refresh	Sales Rep	JARED DUFF
Quote No.	3000195395982.1	Phone	1(800) 4563355, 18009993355
Total	\$75,462.68	Email	Jared_Duff@Dell.com
Customer #	2433888	Billing To	ACCTS PAYABLE CITY OF EDINBURG PO BOX 1079 EDINBURG, TX 78540-1079
Quoted On	Oct. 17, 2025		
Expires by	Nov. 16, 2025		
Contract Name	State of Texas Department of Information Resources (TX DIR)		
Contract Code	C000001269299		
Customer Agreement #	DIR-CPO-5792		
Deal ID	24984730		

Message from your Sales Rep
Please use the Order button to securely place the order with your preferred payment method online. You may contact your Dell sales team if you have any questions. Thank you for shopping with Dell.

Regards,
JARED DUFF

Product	Unit Price	Quantity	Subtotal
Dell Latitude 7350 Detachable	\$1,577.24	18	\$28,390.32
Latitude 7350 Detachable Collaboration Keyboard and Active Pen - US English	\$149.62	18	\$2,693.16
Dell Pro Smart Dock - SD25	\$162.56	18	\$2,926.08
Dell Pro Slim Plus QBS1250	\$1,079.23	1	\$1,079.23
Dell Pro Micro QCM1250	\$718.64	37	\$26,589.68
Dell Pro Slim Plus QBS1250	\$1,062.69	9	\$9,564.21
Dell Pro Max 14 MC14250	\$1,362.00	1	\$1,362.00
Dell Pro Max 14 Premium MA14250	\$2,858.00	1	\$2,858.00
Subtotal:			\$75,462.68
Shipping:			\$0.00
Non-Taxable Amount:			\$75,462.68
Taxable Amount:			\$0.00
Estimated Tax:			\$0.00
Total:			\$75,462.68

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Shipping Group Details

Shipping To

ALMANIRIA MENDEZ
CITY OF EDINBURG
415 W UNIVERSITY DR
EDINBURG, TX 78539-4353
(956) 388-1856

Shipping Method

Standard Delivery

		Unit Price	Quantity	Subtotal
Dell Latitude 7350 Detachable		\$1,577.24	18	\$28,390.32
Estimated delivery if purchased today: Nov. 05, 2025 Contract # C000001269299 Customer Agreement # DIR-CPO-5792				
Description	SKU	Unit Price	Quantity	Subtotal
Latitude 7350 Detachable, XCTO	210-BLXC	-	18	-
Intel(R) Core(TM) Ultra 5 134U vPro(R) (12MB cache, 12 cores, 14 threads, up to 4.4 GHz Max Turbo)	379-BFQG	-	18	-
Windows 11 Pro, English, Brazilian Portuguese PT-BR, French, Spanish	619-ARSB	-	18	-
16GB LPDDR5x 6400 MT/s dual-channel (onboard)	370-BBZV	-	18	-
Integrated Intel(R) Graphics, U5-134U vPro(R) processor with 16GB memory and Wi-Fi 7	338-CPHW	-	18	-
Intel vPRO Enterprise Management Enabled	631-BBSD	-	18	-
512 GB, M.2 2230, TLC PCIe Gen 4 NVMe, SSD	400-BQYK	-	18	-
Intel Connectivity Performance Suite for Evo/vPro	640-BBTB	-	18	-
13" 3K (2880x1920) IPS Touch Anti-Reflect, Anti-Smudge, CGG Victus, LBL, Active Pen Support	391-BJJY	-	18	-
Keyboard Not Included	580-AIDI	-	18	-
Intel(R) BE200 Wi-Fi 7 2x2, Bluetooth(R) 5.4 Technology, Wireless driver	555-BKPG	-	18	-
Intel(R) Wi-Fi 7 BE200 MU-MIMO, Bluetooth(R) 5.4 Wireless Card	555-BKRV	-	18	-
5G Qualcomm Snapdragon (DW5932e) eSIM, AT&T	556-BFNQ	-	18	-
3-cell, 46.5Wh, ExpressCharge(TM), ExpressCharge(TM) Boost	451-BDHX	-	18	-
65W Type-C Power Adapter	492-BDSX	-	18	-
E4 Power Cord 1M for US	537-BBDO	-	18	-
Quick Start Guide	340-DMNH	-	18	-
SERI Guide (ENG/FR/Multi)	340-AGIK	-	18	-
ENERGY STAR Qualified	387-BBLW	-	18	-
Custom Configuration	817-BBBB	-	18	-
Mix Model Packaging, for 65W adapter + WLAN + WWAN + without Keyboard	340-DRGQ	-	18	-
Intel Core Ultra EVO vPRO Label	389-FGJM	-	18	-
No EAN Shipping Box Label	817-BBBS	-	18	-
8MP HDR + IR with Presence Detection, Facial Recognition, TNR, Mic + 8MP RGB Rear Camera	319-BBKN	-	18	-
EPEAT Gold with Climate+	379-BDZB	-	18	-
No Security, WWAN	320-BFQV	-	18	-
Intel Rapid Storage Technology Driver	409-BCXV	-	18	-
Dell Limited Hardware Warranty Plus Service	807-7362	-	18	-
ProSupport Plus: Accidental Damage Service, 3 Years	807-7429	-	18	-
ProSupport Plus: Next Business Day Onsite, 3 Years	807-7430	-	18	-
ProSupport Plus: Keep Your Hard Drive, 3 Years	807-7431	-	18	-
ProSupport Plus: 7x24 Technical Support, 3 Years	807-7432	-	18	-
Thank you for choosing Dell ProSupport Plus. For tech support, visit www.dell.com/contactdell or call 1-866-516-3115	997-8367	-	18	-
Activate Your Microsoft 365 For A 30 Day Trial	658-BCSB	-	18	-
Dell Additional Software	658-BFQB	-	18	-
Foxit PDF Editor with AI Assistant	634-CLHT	-	18	-

CyberLink PowerDirector 2025 Ultra & PhotoDirector 2025 Ultra	634-BYFS	-	18	-
		Unit Price	Quantity	Subtotal
		\$149.62	18	\$2,693.16
Latitude 7350 Detachable Collaboration Keyboard and Active Pen - US English				
Estimated delivery if purchased today: Oct. 23, 2025 Contract # C000001269299 Customer Agreement # DIR-CPO-5792				
Description	SKU	Unit Price	Quantity	Subtotal
Latitude 7350 Detachable Collaboration Keyboard and Pen - US English	580-BBQL	-	18	-
		Unit Price	Quantity	Subtotal
		\$162.56	18	\$2,926.08
Dell Pro Smart Dock - SD25				
Estimated delivery if purchased today: Oct. 23, 2025 Contract # C000001269299 Customer Agreement # DIR-CPO-5792				
Description	SKU	Unit Price	Quantity	Subtotal
Dell Pro Smart Dock- SD25	210-BRQC	-	18	-
Dell Limited Hardware Warranty	718-2043	-	18	-
Advanced Exchange Service 3 Years	718-2044	-	18	-
		Unit Price	Quantity	Subtotal
		\$1,079.23	1	\$1,079.23
Dell Pro Slim Plus QBS1250				
Estimated delivery if purchased today: Oct. 29, 2025 Contract # C000001269299 Customer Agreement # DIR-CPO-5792				
Description	SKU	Unit Price	Quantity	Subtotal
Intel(R) Core(TM) Ultra 7 265 (13 TOPS NPU, 20 cores, up to 5.3GHz)	338-CRZM	-	1	-
Windows 11 Pro	619-BBQD	-	1	-
16GB: 2 x 8 GB, DDR5, up to 5600 MT/s, non-ECC	370-BCXK	-	1	-
256GB SSD TLC	400-BSWT	-	1	-
1st M.2 2280 SSD Screw	773-BBBC	-	1	-
Integrated Graphics	490-BKSX	-	1	-
Intel(R) Wi-Fi 6E AX211, 2x2, 802.11ax, Bluetooth(R) wireless card	555-BLWW	-	1	-
Internal WiFi Antenna	555-BLWZ	-	1	-
WLAN Driver Intel(R) Wi-Fi 6E AX211	555-BLZF	-	1	-
No Additional Add In Cards	382-BBHx	-	1	-
English, French, Spanish, Brazilian Portuguese	619-BBPD	-	1	-
CMS Software not included	632-BBBJ	-	1	-
Dell Pro Slim Plus QBS1250 with 360W PSU	329-BKSR	-	1	-
Dell Pro Keyboard and Mouse - KM5221W - US English - Black	580-BCCH	-	1	-
Mouse included with Keyboard	570-AADI	-	1	-
ENERGY STAR Qualified	387-BBLW	-	1	-
System Power Cord (Philippine/TH/US)	450-AAOJ	-	1	-
Documentation	340-DNBV	-	1	-
Watch Dog SRV	379-BFYR	-	1	-
Quick Start Guide	340-DTTZ	-	1	-
US/Canada Battery Warning Label	389-FKHG	-	1	-
Trusted Platform Module (Discrete TPM Enabled)	329-BBJL	-	1	-
Shipping Material (DAO)	340-DTSR	-	1	-
Shipping Label	389-BBUU	-	1	-
DAO Reg label for 360W PSU	389-FJYT	-	1	-
Driver/APP for IRST	658-BFTS	-	1	-
Intel Core Ultra 7 Processor Label	389-FGBC	-	1	-
Desktop BTO Standard shipment	800-BBIO	-	1	-
Dell Pro Slim Plus XE5 QBS1250	210-BPNZ	-	1	-
No vPro(R) support	631-BCBP	-	1	-
EPEAT Gold with Climate+	379-BDZB	-	1	-
Custom Configuration	817-BBBB	-	1	-
No Optical Drive	429-BBCH	-	1	-
Internal speaker	520-BBKW	-	1	-
No Additional Network Card Selected (Integrated NIC included)	555-BBJO	-	1	-
Optional DisplayPort 2.1, UHBR20, V2	382-BBRF	-	1	-
No Option Included	340-ACQQ	-	1	-
No Media Card Reader	379-BBHM	-	1	-
NO RAID	817-BBBN	-	1	-

No Hard Drive Bracket	575-BBKX	-	1	-
Dell Limited Hardware Warranty Plus Service	717-8784	-	1	-
ProSupport Plus: Accidental Damage Service, 3 Years	717-8804	-	1	-
ProSupport Plus: Keep Your Hard Drive, 3 Years	717-8805	-	1	-
ProSupport Plus: 7x24 Technical Support, 3 Years	717-8806	-	1	-
ProSupport Plus: Next Business Day Onsite, 3 Years	717-8807	-	1	-
Thank you for choosing Dell ProSupport Plus. For tech support, visit www.dell.com/contactdell or call 1-866-516-3115	997-8367	-	1	-
Activate Your Microsoft 365 For A 30 Day Trial	630-ABBT	-	1	-
Dell Pro Slim Plus QBS1250	658-BFVK	-	1	-
CyberLink PowerDirector 2025 Ultra & PhotoDirector 2025 Ultra	634-BYFS	-	1	-
No Additional Add In Cards	382-BBHX	-	1	-
		Unit Price	Quantity	Subtotal
		\$718.64	37	\$26,589.68

Dell Pro Micro QCM1250
 Estimated delivery if purchased today:
 Oct. 30, 2025
 Contract # C000001269299
 Customer Agreement # DIR-CPO-5792

Description	SKU	Unit Price	Quantity	Subtotal
Intel(R) Core(TM) Ultra 5 235T (R) (13 TOPS NPU, 14 cores, up to 5.0GHz)	338-CRZJ	-	37	-
Windows 11 Pro	619-BBQD	-	37	-
16 GB: 2 x 8 GB, DDR5, up to 6400 MT/s, non-ECC	370-BCVX	-	37	-
256GB SSD TLC	400-BSWT	-	37	-
Internal WiFi Antenna	555-BLWT	-	37	-
Intel(R) Wi-Fi 6E AX211, 2x2, 802.11ax, Bluetooth(R) wireless card	555-BLWW	-	37	-
Wireless Driver, Intel(R) Wi-Fi 6E AX211, 2x2, 802.11ax, Bluetooth(R) wireless card	555-BLZP	-	37	-
Dell Pro Micro with 35W Processor	329-BKRP	-	37	-
Dell Pro Keyboard and Mouse - KM5221W - US English - Black	580-BCCH	-	37	-
Mouse included with Keyboard	570-AADI	-	37	-
ENERGY STAR Qualified	387-BBLW	-	37	-
US Power Cord	450-AAZN	-	37	-
Documentation	340-DNBV	-	37	-
Watch Dog SRV	379-BFYR	-	37	-
Quick Start Guide	340-DTWQ	-	37	-
US/Canada Battery Warning Label	389-FKHG	-	37	-
Trusted Platform Module (Discrete TPM Enabled)	329-BBJL	-	37	-
Shipping Material, MPP Cushion	340-DTXM	-	37	-
Shipping Label	389-BBUU	-	37	-
Regulatory Label for 90W Adapter	389-FKNR	-	37	-
Driver/APP for IRST	658-BFTS	-	37	-
Intel Core Ultra 5 Processor Label	389-FGFR	-	37	-
Desktop BTO Standard shipment	800-BBIO	-	37	-
Dell Pro Micro QCM1250	210-BPPW	-	37	-
No vPro(R) support	631-BCFK	-	37	-
EPEAT Gold with Climate+	379-BDZB	-	37	-
Custom Configuration	817-BBBB	-	37	-
1st M.2 2230 SSD Extend Bracket & Screw	575-BCRQ	-	37	-
Internal Speaker	520-BBGY	-	37	-
No Additional Video Ports	492-BCKH	-	37	-
90 Watt A/C Adapter	450-ALFO	-	37	-
No Option Included	340-ACQQ	-	37	-
English, French, Spanish, Brazilian Portuguese	619-BBPD	-	37	-
Dell Limited Hardware Warranty Plus Service	716-3403	-	37	-
ProSupport: Next Business Day Onsite, 3 Years	716-4275	-	37	-
ProSupport: 7x24 Technical Support, 3 Years	716-4280	-	37	-
Thank you choosing Dell ProSupport. For tech support, visit //support.dell.com/ProSupport	989-3449	-	37	-
Activate Your Microsoft 365 For A 30 Day Trial	630-ABBT	-	37	-
Dell Pro Micro QCM1250	658-BFVZ	-	37	-
CyberLink PowerDirector 2025 Ultra & PhotoDirector 2025 Ultra	634-BYFS	-	37	-
		Unit Price	Quantity	Subtotal

Dell Pro Slim Plus QBS1250 \$1,062.69 9 \$9,564.21

Estimated delivery if purchased today:

Oct. 30, 2025

Contract # C000001269299

Customer Agreement # DIR-CPO-5792

Description	SKU	Unit Price	Quantity	Subtotal
Intel(R) Core(TM) Ultra 7 265 (13 TOPS NPU, 20 cores, up to 5.3GHz)	338-CRZM	-	9	-
Windows 11 Pro	619-BBQD	-	9	-
16GB: 2 x 8 GB, DDR5, up to 5600 MT/s, non-ECC	370-BCXK	-	9	-
256GB SSD TLC	400-BSWT	-	9	-
1st M.2 2280 SSD Screw	773-BBBC	-	9	-
Integrated Graphics	490-BKSX	-	9	-
Intel(R) Wi-Fi 6E AX211, 2x2, 802.11ax, Bluetooth(R) wireless card	555-BLWW	-	9	-
Internal WiFi Antenna	555-BLWZ	-	9	-
WLAN Driver Intel(R) Wi-Fi 6E AX211	555-BLZF	-	9	-
No Additional Add In Cards	382-BBHX	-	9	-
English, French, Spanish, Brazilian Portuguese	619-BBPD	-	9	-
CMS Software not included	632-BBBJ	-	9	-
Dell Pro Slim Plus QBS1250 with 360W PSU	329-BKSR	-	9	-
Dell Pro Keyboard and Mouse - KM5221W - US English - Black	580-BCCH	-	9	-
Mouse included with Keyboard	570-AADI	-	9	-
ENERGY STAR Qualified	387-BBLW	-	9	-
System Power Cord (Philippine/TH/US)	450-AAOJ	-	9	-
Documentation	340-DNBV	-	9	-
Watch Dog SRV	379-BFYR	-	9	-
Quick Start Guide	340-DTTZ	-	9	-
US/Canada Battery Warning Label	389-FKHG	-	9	-
Trusted Platform Module (Discrete TPM Enabled)	329-BBJL	-	9	-
Shipping Material (DAO)	340-DTSR	-	9	-
Shipping Label	389-BBUU	-	9	-
DAO Reg label for 360W PSU	389-FJYT	-	9	-
Driver/APP for IRST	658-BFTS	-	9	-
Intel Core Ultra 7 Processor Label	389-FGBC	-	9	-
Desktop BTO Standard shipment	800-BBIO	-	9	-
Dell Pro Slim Plus XE5 QBS1250	210-BPNZ	-	9	-
No vPro(R) support	631-BCBP	-	9	-
EPEAT Gold with Climate+	379-BDZB	-	9	-
Custom Configuration	817-BBBB	-	9	-
No Optical Drive	429-BBCH	-	9	-
Internal speaker	520-BBKW	-	9	-
No Additional Network Card Selected (Integrated NIC included)	555-BBJO	-	9	-
No Additional Video Ports	492-BCKH	-	9	-
No Option Included	340-ACQQ	-	9	-
No Media Card Reader	379-BBHM	-	9	-
NO RAID	817-BBBN	-	9	-
No Hard Drive Bracket	575-BBKX	-	9	-
Dell Limited Hardware Warranty Plus Service	717-8784	-	9	-
ProSupport Plus: Accidental Damage Service, 3 Years	717-8804	-	9	-
ProSupport Plus: Keep Your Hard Drive, 3 Years	717-8805	-	9	-
ProSupport Plus: 7x24 Technical Support, 3 Years	717-8806	-	9	-
ProSupport Plus: Next Business Day Onsite, 3 Years	717-8807	-	9	-
Thank you for choosing Dell ProSupport Plus. For tech support, visit www.dell.com/contactdell or call 1-866-516-3115	997-8367	-	9	-
Activate Your Microsoft 365 For A 30 Day Trial	630-ABBT	-	9	-
Dell Pro Slim Plus QBS1250	658-BFVK	-	9	-
CyberLink PowerDirector 2025 Ultra & PhotoDirector 2025 Ultra	634-BYFS	-	9	-
No Additional Add In Cards	382-BBHX	-	9	-
	Unit Price	Quantity	Subtotal	
	\$1,362.00	1	\$1,362.00	

Dell Pro Max 14 MC14250

Estimated delivery if purchased today:

Nov. 11, 2025

Contract # C000001269299

Customer Agreement # DIR-CPO-5792

Description	SKU	Unit Price	Quantity	Subtotal
Dell Pro Max 14 (MC14250) XCTO Base	210-BPVP	-	1	-
Intel(R) Core(TM) Ultra 7 265H, vPro(R) Enterprise (24MB, 16 cores, 16 threads, up to 5.30 GHz Turbo, 28W)	379-BGIFY	-	1	-
Windows 11 Pro	619-BBQD	-	1	-
16GB: 1x16GB, DDR5, 7500 MT/s, LPCAMM, Dual Channel, non-ECC	370-BCYC	-	1	-
Intel(R) Core(TM) Ultra 7 265H Processor with vPro and Intel Integrated Graphics	329-BKVM	-	1	-
Intel(R) Arc(TM)/Arc(TM) Pro GPU	490-BKWR	-	1	-
Intel vPro Technology Disabled	631-BCDH	-	1	-
512GB, M.2 2230, Gen4 PCIe NVMe, SSD, Class 35	400-BTHG	-	1	-
14" FHD+ LCD with 400 nits/ Non-touch/ FHD HDR Camera/ Microphone/ with WLAN antenna	391-BKKR	-	1	-
FHD HDR RGB Camera, TNR, Camera Shutter, Microphone	319-BBKK	-	1	-
English US backlit Copilot key keyboard, 79-key	583-BMLQ	-	1	-
Intel AX211 WLAN Driver	555-BMCD	-	1	-
Intel Wi-Fi 6E AX211, 2x2, 802.11ax, Bluetooth 5.3 wireless card	555-BLYF	-	1	-
4 cell, 72Whr, ExpressCharge(TM) Capable, standard battery	451-BDLR	-	1	-
130W AC adapter, Type C (TCO10)	492-BFDZ	-	1	-
Palmrest with no added security	346-BLRN	-	1	-
E5 Power Cord 1M for US	537-BBDK	-	1	-
Quick Setup Guide for Dell Pro Max 14	340-DTSY	-	1	-
Documentation	340-DNBV	-	1	-
ENERGY STAR Qualified	387-BBLW	-	1	-
Packaging for Discrete/UMA graphic card + 130W adapter	340-DWDV	-	1	-
Intel Core Ultra 7 Processor Label	389-FGBC	-	1	-
English, French, Spanish, Brazilian Portuguese	619-BBPD	-	1	-
EPEAT Gold with Climate+	379-BDZB	-	1	-
Intel(R) Rapid Storage Technology Driver	409-BCYX	-	1	-
Custom Configuration	817-BBBB	-	1	-
Dell Pro Max 14 Bottom Door	321-BLSS	-	1	-
Dell Limited Hardware Warranty Plus Service	715-3999	-	1	-
ProSupport Plus: Accidental Damage Service, 3 Years	715-4114	-	1	-
ProSupport Plus: Keep Your Hard Drive, 3 Years	715-4142	-	1	-
ProSupport Plus: 7x24 Technical Support, 3 Years	715-4163	-	1	-
ProSupport Plus: Next Business Day Onsite, 3 Years	715-4186	-	1	-
Thank you for choosing Dell ProSupport Plus. For tech support, visit www.dell.com/contactdell or call 1-866-516-3115	997-8367	-	1	-
Activate Your Microsoft 365 For A 30 Day Trial	630-ABBT	-	1	-
Dell Pro Max 14	658-BFVN	-	1	-
Foxit PDF Editor with AI Assistant	634-CLHT	-	1	-
CyberLink PowerDirector 2025 Ultra & PhotoDirector 2025 Ultra	634-BYFS	-	1	-
		Unit Price	Quantity	Subtotal
Dell Pro Max 14 Premium MA14250		\$2,858.00	1	\$2,858.00

Estimated delivery if purchased today:
Oct. 31, 2025
Contract # C000001269299
Customer Agreement # DIR-CPO-5792

Description	SKU	Unit Price	Quantity	Subtotal
Dell Pro Max 14 Premium (MA14250) XCTO Base	210-BRWN	-	1	-
Intel(R) Core(TM) Ultra 9 285H, vPro(R) Enterprise (13 TOPS NPU, 16 cores, 16 threads, up to 5.40 GHz, 45W)	379-BGJX	-	1	-
Windows 11 Pro	619-BBPM	-	1	-
32GB LPDDR5x 8400 MT/s	370-BDFV	-	1	-
Intel(R) Core(TM) Ultra 9 285H with vPro, 32GB memory, NVIDIA RTX PRO 2000 Blackwell Graphics	329-BLJW	-	1	-
NVIDIA RTX PRO 2000 Blackwell 8GB GDDR7	490-BLBL	-	1	-
Intel vPro Management Disabled	631-BCJQ	-	1	-
512GB SSD Class 35, Gen4	400-BTMC	-	1	-

14", Touch, QHD+ Tandem OLED 2880x1800, 60Hz, 400 Nit, DCI-P3 100%, Anti-Reflection, VESA HDR TB 500	391-BKCH	-	1	-
8MP HDR + IR UPD Camera with ExpressSign-In + Intelligent Privacy Ready, TNR, No Camera Shutter, Mic	319-BBLW	-	1	-
English US battery-saving mini LED backlit Copilot hotkey zero-lattice keyboard	583-BMXF	-	1	-
Wireless Intel BE201 WLAN Driver	555-BMVR	-	1	-
Intel(R) Wi-Fi 7 BE201, 2x2, 802.11be, MU-MIMO, Bluetooth(R) wireless card	555-BMVQ	-	1	-
4 cell, 72Whr, ExpressCharge(TM) Capable, standard battery	451-BDLR	-	1	-
130W AC adapter, Type C (TCO10)	492-BFDZ	-	1	-
Palmrest w/ NVIDIA RTX PRO 2000 Blackwell and Fingerprint Reader	346-BMHP	-	1	-
E5 Power Cord 1M for US	537-BBDK	-	1	-
Quick Setup Guide - Dell Pro Max 14 Premium	340-DWVX	-	1	-
Documentation	340-DNBV	-	1	-
ENERGY STAR Qualified	387-BBLW	-	1	-
Dell Pro Max Laptop Packaging	340-DWXS	-	1	-
Intel(R) Core(TM) Ultra 9 Processor EVO label	389-FNRH	-	1	-
English, French, Spanish, Brazilian Portuguese	619-BBPD	-	1	-
Dell Adapter USB-C to USB-A/HDMI Magnetite	492-BFFZ	-	1	-
EPEAT Gold with Climate+	379-BDZB	-	1	-
Intel(R) Rapid Storage Technology Driver	409-BCYZ	-	1	-
Custom Configuration	817-BBBB	-	1	-
Dell Limited Hardware Warranty Plus Service	720-9335	-	1	-
ProSupport Plus: 7x24 Technical Support, 3 Years	720-9382	-	1	-
ProSupport Plus: Accidental Damage Service, 3 Years	720-9394	-	1	-
ProSupport Plus: Keep Your Hard Drive, 3 Years	720-9406	-	1	-
ProSupport Plus: Next Business Day Onsite, 3 Years	720-9418	-	1	-
Thank you for choosing Dell ProSupport Plus. For tech support, visit www.dell.com/contactdell or call 1-866-516-3115	997-8367	-	1	-
Activate Your Microsoft 365 For A 30 Day Trial	630-ABBT	-	1	-
Dell Pro Max 14 Premium MA14250	658-BFXX	-	1	-
Subtotal:				\$75,462.68
Shipping:				\$0.00
Estimated Tax:				\$0.00
Total:				\$75,462.68

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Terms of Sale

This Quote will, if Customer issues a purchase order for the quoted items that is accepted by Supplier, constitute a contract between the entity issuing this Quote ("Supplier") and the entity to whom this Quote was issued ("Customer"). Unless otherwise stated herein, pricing is valid for thirty days from the date of this Quote. All products, pricing, and other information is based on the latest information available and is subject to change for any reason, including but not limited to tariffs imposed by government authorities. Supplier reserves the right to cancel this Quote and Customer purchase orders arising from pricing errors. Taxes and/or freight charges listed on this Quote are only estimates. The final amounts shall be stated on the relevant invoice. Additional freight charges will be applied if Customer requests expedited shipping. Please indicate any tax exemption status on your purchase order and send your tax exemption certificate to Tax_Department@dell.com or ARSalesTax@emc.com, as applicable.

Governing Terms: This Quote is subject to: (a) a separate written agreement between Customer or Customer's affiliate and

Supplier or a Supplier's affiliate to the extent that it expressly applies to the products and/or services in this Quote or, to the extent there is no such agreement, to the applicable set of Dell's Terms of Sale (available at www.dell.com/terms or www.dell.com/oemterms), or for cloud/as-a-Service offerings, the applicable cloud terms of service (identified on the Offer Specific Terms referenced below); and (b) the terms referenced herein (collectively, the "Governing Terms"). Different Governing Terms may apply to different products and services on this Quote. The Governing Terms apply to the exclusion of all terms and conditions incorporated in or referred to in any documentation submitted by Customer to Supplier.

Supplier Software Licenses and Services Descriptions: Customer's use of any Supplier software is subject to the license terms accompanying the software, or in the absence of accompanying terms, the applicable terms posted on www.Dell.com/eula. Descriptions and terms for Supplier-branded standard services are stated at www.dell.com/servicecontracts/global or for certain infrastructure products at www.dell.com/en-us/customer-services/product-warranty-and-service-descriptions.htm.

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In case of Resale only: Should Customer procure any products or services for resale, whether on standalone basis or as part of a solution, Customer shall include the applicable software license terms, services terms, and/or offer-specific terms in a written agreement with the end-user and provide written evidence of doing so upon receipt of request from Supplier.

In case of Financing only: If Customer intends to enter into a financing arrangement ("Financing Agreement") for the products and/or services on this Quote with Dell Financial Services LLC or other funding source pre-approved by Supplier ("FS"), Customer may issue its purchase order to Supplier or to FS. If issued to FS, Supplier will fulfill and invoice FS upon confirmation that: (a) FS intends to enter into a Financing Agreement with Customer for this order; and (b) FS agrees to procure these items from Supplier. Notwithstanding the Financing Agreement, Customer's use (and Customer's resale of and the end-user's use) of these items in the order is subject to the applicable governing agreement between Customer and Supplier, except that title shall transfer from Supplier to FS instead of to Customer. If FS notifies Supplier after shipment that Customer is no longer pursuing a Financing Agreement for these items, or if Customer fails to enter into such Financing Agreement within 120 days after shipment by Supplier, Customer shall promptly pay the Supplier invoice amounts directly to Supplier.

Customer represents that this transaction does not involve: (a) use of U.S. Government funds; (b) use by or resale to the U.S. Government; or (c) maintenance and support of the product(s) listed in this document within classified spaces. Customer further represents that this transaction does not require Supplier's compliance with any statute, regulation or information technology standard applicable to a U.S. Government procurement.

For certain products shipped to end users in California, a State Environmental Fee will be applied to Customer's invoice. Supplier encourages customers to dispose of electronic equipment properly.

Electronically linked terms and descriptions are available in hard copy upon request.

Department	DeviceType Description	Brand of Current Unit	Model of Current Unit	Brand of Replament Unit	Model of Replacement Unit	REPLACEMENT TIER OR TYPE	NEGOTIATED COST	ACCOUNT TO BE USED
Airport	Mobile	Microsoft Corporation	Surface Pro	Dell	Latitude 7350 Detachable with Latitude 7350 Detachable Collaboration Keyboard and Active Pen - US English, and Pro Smart Dock - SD25	DETACHABLE W/DOCK	\$1,889.42	220-7000-522308
Airport	Desktop	Dell Inc.	OptiPlex 5070	Dell	Pro Micro QCM1250	DESKTOP TIER 1	\$718.64	220-7000-522308
Airport	Mobile	HP	HP ProBook 430 G6	Dell	Pro Max 14 MC14250	LAPTOP TIER 1	\$1,362.00	220-7000-522308
Building Safety	Desktop	Dell Inc.	OptiPlex 5070	Dell	Pro Micro QCM1250	DESKTOP TIER 1	\$718.64	100-1000-522308
City Secretary	Desktop	Dell Inc.	OptiPlex 5070	Dell	Pro Micro QCM1250	DESKTOP TIER 1	\$718.64	100-1000-522308
City Secretary	Desktop	Dell Inc.	OptiPlex 5070	Dell	Pro Micro QCM1250	DESKTOP TIER 1	\$718.64	100-1000-522308
Finance	Desktop	Dell Inc.	OptiPlex 5060	Dell	Pro Slim Plus QBS1250	DESKTOP TIER 2	\$1,062.69	100-1000-522308
Finance	Desktop	Dell Inc.	OptiPlex 5060	Dell	Pro Slim Plus QBS1250	DESKTOP TIER 2	\$1,062.69	100-1000-522308
Fire Dept	Mobile	Microsoft Corporation	Surface Pro	Dell	Latitude 7350 Detachable with Latitude 7350 Detachable Collaboration Keyboard and Active Pen - US English, and Pro Smart Dock - SD25	DETACHABLE W/DOCK	\$1,889.42	100-1000-522308
Fire Dept	Mobile	Microsoft Corporation	Surface Pro	Dell	Latitude 7350 Detachable with Latitude 7350 Detachable Collaboration Keyboard and Active Pen - US English, and Pro Smart Dock - SD25	DETACHABLE W/DOCK	\$1,889.42	100-1000-522308
Fire Dept	Mobile	Microsoft Corporation	Surface Pro	Dell	Latitude 7350 Detachable with Latitude 7350 Detachable Collaboration Keyboard and Active Pen - US English, and Pro Smart Dock - SD25	DETACHABLE W/DOCK	\$1,889.42	100-1000-522308
Fire Dept	Mobile	Microsoft Corporation	Surface Pro	Dell	Latitude 7350 Detachable with Latitude 7350 Detachable Collaboration Keyboard and Active Pen - US English, and Pro Smart Dock - SD25	DETACHABLE W/DOCK	\$1,889.42	100-1000-522308
Fire Dept	Mobile	Microsoft Corporation	Surface Pro	Dell	Latitude 7350 Detachable with Latitude 7350 Detachable Collaboration Keyboard and Active Pen - US English, and Pro Smart Dock - SD25	DETACHABLE W/DOCK	\$1,889.42	100-1000-522308
Fire Dept	Desktop	Dell Inc.	OptiPlex 5050	Dell	Pro Slim Plus QBS1250	DESKTOP TIER 2	\$1,062.69	100-1000-522308
Fire Dept	Mobile	Microsoft Corporation	Surface Pro	Dell	Latitude 7350 Detachable with Latitude 7350 Detachable Collaboration Keyboard and Active Pen - US English, and Pro Smart Dock - SD25	DETACHABLE W/DOCK	\$1,889.42	100-1000-522308
Fire Dept	Desktop	Dell Inc.	OptiPlex 5060	Dell	Pro Micro QCM1250	DESKTOP TIER 1	\$718.64	100-1000-522308
Fire Dept	Desktop	Dell Inc.	OptiPlex 5060	Dell	Pro Micro QCM1250	DESKTOP TIER 1	\$718.64	100-1000-522308
Fire Dept	Desktop	Dell Inc.	OptiPlex 5060	Dell	Pro Micro QCM1250	DESKTOP TIER 1	\$718.64	100-1000-522308

Golf	Mobile	Microsoft Corporation	Surface Pro	Dell	Latitude 7350 Detachable with Latitude 7350 Detachable Collaboration Keyboard and Active Pen - US English, and Pro Smart Dock - SD25	DETACHABLE W/DOCK	\$1,889.42	240-7200-522302
Golf	Desktop	Dell Inc.	OptiPlex 5070	Dell	Pro Micro QCM1250	DESKTOP TIER 1	\$718.64	240-7100-513302
Golf	Desktop	Dell Inc.	OptiPlex 5070	Dell	Pro Micro QCM1250	DESKTOP TIER 1	\$718.64	240-7200-522302
Golf	Desktop	Dell Inc.	OptiPlex 5070	Dell	Pro Micro QCM1250	DESKTOP TIER 1	\$718.64	240-7200-522302
Golf	Mobile	Microsoft Corporation	Surface Pro	Dell	Latitude 7350 Detachable with Latitude 7350 Detachable Collaboration Keyboard and Active Pen - US English, and Pro Smart Dock - SD25	DETACHABLE W/DOCK	\$1,889.42	240-7100-513302
Golf	Desktop	Dell Inc.	OptiPlex 5070	Dell	Pro Micro QCM1250	DESKTOP TIER 1	\$718.64	240-7200-522302
Health and Code	Desktop	Dell Inc.	OptiPlex 5060	Dell	Pro Micro QCM1250	DESKTOP TIER 1	\$718.64	100-1000-522308
Human Resources	Mobile	Microsoft Corporation	Surface Pro	Dell	Latitude 7350 Detachable with Latitude 7350 Detachable Collaboration Keyboard and Active Pen - US English, and Pro Smart Dock - SD25	DETACHABLE W/DOCK	\$1,889.42	100-1000-522308
IT	Mobile	Micro-Star International Co., Ltd.	Summit E16FlipEvo A11MT	Dell	Pro Max 14 Premium MA14250	LAPTOP TIER 3	\$2,858.00	100-1000-522308
Parks and Recreation	Desktop	Dell Inc.	OptiPlex 5060	Dell	Pro Micro QCM1250	DESKTOP TIER 1	\$718.64	100-1000-522308
Parks and Recreation	Desktop	Dell Inc.	OptiPlex 5060	Dell	Pro Micro QCM1250	DESKTOP TIER 1	\$718.64	100-1000-522308
Parks and Recreation	Desktop	Dell Inc.	OptiPlex 5060	Dell	Pro Micro QCM1250	DESKTOP TIER 1	\$718.64	100-1000-522308
Parks and Recreation	Desktop	Dell Inc.	OptiPlex 5070	Dell	Pro Micro QCM1250	DESKTOP TIER 1	\$718.64	100-1000-522308
PD	Mobile	Microsoft Corporation	Surface Pro	Dell	Latitude 7350 Detachable with Latitude 7350 Detachable Collaboration Keyboard and Active Pen - US English, and Pro Smart Dock - SD25	DETACHABLE W/DOCK	\$1,889.42	100-1000-522308
PD - Administration	Mobile	Microsoft Corporation	Surface Pro	Dell	Latitude 7350 Detachable with Latitude 7350 Detachable Collaboration Keyboard and Active Pen - US English, and Pro Smart Dock - SD25	DETACHABLE W/DOCK	\$1,889.42	100-1000-522308
PD - Administration	Desktop	Dell Inc.	OptiPlex 5060	Dell	Pro Micro QCM1250	DESKTOP TIER 1	\$718.64	100-1000-522308
PD - COP	Desktop	Dell Inc.	OptiPlex 5060	Dell	Pro Micro QCM1250	DESKTOP TIER 1	\$718.64	100-1000-522308
PD - COP	Desktop	Dell Inc.	OptiPlex 5060	Dell	Pro Micro QCM1250	DESKTOP TIER 1	\$718.64	100-1000-522308
PD - EvidenceCrime	Desktop	Dell Inc.	OptiPlex 990	Dell	Pro Micro QCM1250	DESKTOP TIER 1	\$718.64	100-1000-522308
PD - EvidenceCrime	Desktop	Dell Inc.	OptiPlex 990	Dell	Pro Micro QCM1250	DESKTOP TIER 1	\$718.64	100-1000-522308
PD - EvidenceCrime	Desktop	Dell Inc.	OptiPlex 5060	Dell	Pro Micro QCM1250	DESKTOP TIER 1	\$718.64	100-1000-522308
PD - Investigations	Desktop	Dell Inc.	OptiPlex 5060	Dell	Pro Micro QCM1250	DESKTOP TIER 1	\$718.64	100-1000-522308
PD - Investigations	Desktop	Dell Inc.	OptiPlex 5060	Dell	Pro Micro QCM1250	DESKTOP TIER 1	\$718.64	100-1000-522308
PD - Investigations	Desktop	Dell Inc.	OptiPlex 5060	Dell	Pro Micro QCM1250	DESKTOP TIER 1	\$718.64	100-1000-522308
PD - Investigations	Desktop	Dell Inc.	OptiPlex 5060	Dell	Pro Micro QCM1250	DESKTOP TIER 1	\$718.64	100-1000-522308
PD - Investigations	Desktop	Dell Inc.	OptiPlex 5060	Dell	Pro Micro QCM1250	DESKTOP TIER 1	\$718.64	100-1000-522308
PD - Investigations	Desktop	Dell Inc.	OptiPlex 5060	Dell	Pro Micro QCM1250	DESKTOP TIER 1	\$718.64	100-1000-522308
PD - Investigations	Desktop	Dell Inc.	OptiPlex 5060	Dell	Pro Micro QCM1250	DESKTOP TIER 1	\$718.64	100-1000-522308
PD - Investigations	Desktop	Dell Inc.	OptiPlex 5060	Dell	Pro Micro QCM1250	DESKTOP TIER 1	\$718.64	100-1000-522308

PD - Investigations	Desktop	Dell Inc.	OptiPlex 5060	Dell	Pro Micro QCM1250	DESKTOP TIER 1	\$718.64	100-1000-522308
PD - Investigations	Desktop	Dell Inc.	OptiPlex 5060	Dell	Pro Micro QCM1250	DESKTOP TIER 1	\$718.64	100-1000-522308
PD - Investigations	Desktop	Dell Inc.	OptiPlex 5060	Dell	Pro Micro QCM1250	DESKTOP TIER 1	\$718.64	100-1000-522308
PD - Juvenile	Desktop	Dell Inc.	OptiPlex 5060	Dell	Pro Micro QCM1250	DESKTOP TIER 1	\$718.64	100-1000-522308
PD - null	Desktop	Dell Inc.	OptiPlex 5040	Dell	Pro Slim Plus QBS1250 with 5 Monitor Connection	DESKTOP TIER 2	\$1,079.23	100-1000-522308
PD - null	Desktop	Dell Inc.	OptiPlex 5040	Dell	Pro Micro QCM1250	DESKTOP TIER 1	\$718.64	100-1000-522308
PD - null	Desktop	Dell Inc.	OptiPlex 5060	Dell	Pro Micro QCM1250	DESKTOP TIER 1	\$718.64	100-1000-522308
PD - TaskForce	Mobile	Microsoft Corporation	Surface Pro	Dell	Latitude 7350 Detachable with Latitude 7350 Detachable Collaboration Keyboard and Active Pen - US English, and Pro Smart Dock - SD25	DETACHABLE W/DOCK	\$1,889.42	100-1000-522308
PD - TaskForce	Mobile	Microsoft Corporation	Surface Pro	Dell	Latitude 7350 Detachable with Latitude 7350 Detachable Collaboration Keyboard and Active Pen - US English, and Pro Smart Dock - SD25	DETACHABLE W/DOCK	\$1,889.42	100-1000-522308
PD - TaskForce	Mobile	Microsoft Corporation	Surface Pro	Dell	Latitude 7350 Detachable with Latitude 7350 Detachable Collaboration Keyboard and Active Pen - US English, and Pro Smart Dock - SD25	DETACHABLE W/DOCK	\$1,889.42	100-1000-522308
PD - TaskForce	Desktop	Dell Inc.	OptiPlex 5060	Dell	Pro Micro QCM1250	DESKTOP TIER 1	\$718.64	100-1000-522308
Planning and Zoning	Desktop	Dell Inc.	OptiPlex 5040	Dell	Latitude 7350 Detachable with Latitude 7350 Detachable Collaboration Keyboard and Active Pen - US English, and Pro Smart Dock - SD25	DETACHABLE W/DOCK	\$1,889.42	100-1000-522308
Planning and Zoning	Mobile	Microsoft Corporation	Surface Pro	Dell	Pro Slim Plus QBS1250	DESKTOP TIER 2	\$1,062.69	100-1000-522308
Planning and Zoning	Mobile	Microsoft Corporation	Surface Pro	Dell	Latitude 7350 Detachable with Latitude 7350 Detachable Collaboration Keyboard and Active Pen - US English, and Pro Smart Dock - SD25	DETACHABLE W/DOCK	\$1,889.42	100-1000-522308
Planning and Zoning	Mobile	Microsoft Corporation	Surface Pro 7+	Dell	Pro Slim Plus QBS1250	DESKTOP TIER 2	\$1,062.69	100-1000-522308
Planning and Zoning	Mobile	Microsoft Corporation	Surface Pro	Dell	Pro Slim Plus QBS1250	DESKTOP TIER 2	\$1,062.69	100-1000-522308
Planning and Zoning	Mobile	Microsoft Corporation	Surface Pro	Dell	Pro Slim Plus QBS1250	DESKTOP TIER 2	\$1,062.69	100-1000-522308
Planning and Zoning	Mobile	Microsoft Corporation	Surface Pro 8	Dell	Pro Slim Plus QBS1250	DESKTOP TIER 2	\$1,062.69	100-1000-522308
Public Works	Desktop	Dell Inc.	OptiPlex 7050	Dell	Pro Slim Plus QBS1250	DESKTOP TIER 2	\$1,062.69	100-1000-522308
Public Works	Mobile	Microsoft Corporation	Surface Pro	Dell	Latitude 7350 Detachable with Latitude 7350 Detachable Collaboration Keyboard and Active Pen - US English, and Pro Smart Dock - SD25	DETACHABLE W/DOCK	\$1,889.42	100-1000-522308

TOTAL \$75,462.68



CITY OF EDINBURG - CITY COUNCIL

Meeting Date: November 5, 2025

CONSENT AGENDA

Agenda Item No: 12.G.

Minutes for Approval

1. **Agenda Item:**

Consider Approving the City Council Minutes for the following: 2025 Regular Meetings: September 02, 2025, September 16, 2025, October 7, 2025, October 21, 2025, and 2025 Supplemental Regular Meeting: September 02, 2025. [Clarice Y. Balderas, City Secretary]

2. **Description:**

The City Secretary Department prepares and maintains the legislative history of all City Council meetings for historic and public purposes in accordance to the: City of Edinburg Code of Ordinances, Charter, Article III. Procedures of the City Council, Legislation, Section 6: Introduction and Passage of Ordinances and Resolutions. The City Code of Ordinances states, “yeas and nays shall be taken upon the passage of all ordinances and resolutions and entered upon the journal of proceedings of the City Council.”

Texas Government Code; Title 5. Open Government; Ethics; Subtitle A. Open Government; Chapter 551. Open Meetings; Subchapter A. General Provisions and Subchapter B. Record of Open Meeting:

Sec. 551.021. Minutes or Recording of Open Meeting Required “(a) A governmental body shall prepare and keep minutes or make a recording of each open meeting of the body. (b) The minutes must: (1) state the subject of each deliberation; and (2) indicate each vote, order, decision, or other action taken.”

Sec. 551.022. Minutes and Recording of Open Meeting: Public Record; and the 2022 Texas Open Meeting Act, Chapter X. Records of Meetings, Section A. Minutes or Recordings of Open Meeting. “The minutes and recordings of an open meeting are public records and shall be available for public inspection and copying on request to the governmental body’s chief administrative officer or the officer’s designee.”

City Council meeting minutes and recordings are available to the public upon request.

The City Council meeting videos are also available to the public through the city’s website at: www.cityofedinburg.com. The minutes are signed by the Mayor and attested by the City Secretary. Minutes are maintained for historical and public purposes.

In accordance to the City's Code of Ordinances, the City Secretary Department prepares and maintains the minutes of all City Council meetings for historical and public purposes.

3. **Staff's Recommendation:**

Approve the City Council Minutes for the following: 2025 Regular Meetings: September 02, 2025, September 16, 2025, October 7, 2025, October 21, 2025, and 2025 Supplemental Regular Meeting: September 02, 2025.

Reviewed by:
Clarice Balderas, City Secretary

Prepared by:
Maria Ortiz, Administrative
Assistant

Attachments:

- A. 09022025CCRM Minutes
- B. 091622025CCRM Minutes
- C. 10072025CCRM MINUTES
- D. 10212025CCRM Minutes
- E. 09022025CCSRM Minutes



MINUTES OF THE EDINBURG CITY COUNCIL REGULAR MEETING

CITY OF EDINBURG, HIDALGO COUNTY, TEXAS

Location: Edinburg City Hall-Council Chambers

415 West University Dr.

Edinburg, Texas 78541

SEPTEMBER 02, 2025

6:00 PM

Mayor Ramiro Garza, Jr. called the meeting to order at 6:00 p.m.

PRESENT:

Ramiro Garza, Jr.	Mayor
Jason De Leon	Mayor Pro Tem
Daniel “Dan” Diaz	Councilmember Place 1
David Salazar, Jr.	Councilmember Place 3
Gerardo Lozano	Councilmember Place 4
Myra L. Ayala	City Manager
Clarice Y. Balderas	City Secretary
Josephine Ramirez Solis	City Attorney

1. CALL TO ORDER, ESTABLISH QUORUM

- A.** Prayer by Councilmember Daniel “Dan” Diaz.
- B.** Pledge of Allegiance by Mayor Ramiro Garza, Jr.

2. CERTIFICATION OF PUBLIC NOTICE

Mayor Ramiro Garza, Jr. verified the City Secretary’s posting of the City Council meeting and its compliance as required by the Texas Open Meetings Act. The notice was posted on August 25, 2025 at 6:55 p.m.

3. DISCLOSURE OF CONFLICT OF INTEREST

City Attorney Josephine Ramirez Solis stated under State Law a conflict of interest exists if a Councilmember or a certain member of that Councilmember’s family has a qualifying financial interest in any agenda item. Members with a conflict of interest cannot participate in the discussion nor vote on that agenda item.

Josephine Ramirez Solis, City Attorney asked Mayor and Councilmembers if there were any known conflict of interest to disclose at that time.

There were no conflict of interests presented.

4. MAYOR'S REEPORT

A. Prostate Cancer Wellness Event

Mayor Ramiro Garza, Jr. thanked City staff, DHR, South Texas Health, University of Texas Medical School, Nuestra Clinica Del Valle, Hidalgo County Health and Human Services and Nicho's and Frontera Produce who all played a part in the Prostate Cancer Awareness event. He stated a by 9:30 a.m. the event was at capacity with a little over 200 people in attendance. Mayor Ramiro Garza, Jr. stated free prostate-specific antigen tests were offered at the event, he said the City needed to have one or two more similar events, because it is something very important to ensure everyone stays on top of their health.

5. CITY MANAGER'S REPORT

A. City of Edinburg Events:

- **South Texas International Film Festival**
Myra L. Ayala, City Manager stated the City of Edinburg Cultural Arts will host the 11th Annual International Film Festival taking place on September 10 – 13, 2025, everyone please mark your calendars. She said this year the City received 246 film submissions from 21 different countries. Ms. Ayala stated over 45 filmmakers will come to Edinburg to showcase their films. The event will take place at the ACE Center located at 315 W McIntyre St. and everyone is invited to celebrate the power of storytelling through film. She said everyone could come and enjoy free film screenings, film industry workshops, and celebrity panel discussions. Ms. Ayala stated whether you are a film lover, a student, an aspiring artist or just curious there is something for everyone to experience at the South Texas International Film Festival.
- **Library Card Sign Up Month**
Ms. Ayala stated September is Library Card Sign Up Month and the Dustin Michael Sekula Memorial Library will be hosting a variety of activities to celebrate. She said the festivities begin with a kickoff celebration on Sunday, September 7, 2025, with program activities, raffles and much more. She stated the library invites everyone to come in, sign up for your library card, and discover the endless possibilities that await you at the library.

6. PROCLAMATIONS/RECOGNITIONS

- A. Presentation of Proclamation Recognizing September 2025 as Prostate Cancer Awareness Month. [Clarice Y. Balderas, City Secretary]**
Clarice Y. Balderas, City Secretary read the proclamation aloud.
- 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]**
Clarice Y. Balderas, City Secretary read the proclamation aloud.

Mayor Ramiro Garza, Jr. stated recently the City of Edinburg lost a local hero John Henry Olivarez†, it is an honor to present a proclamation to his family for all his many years of service and dedication to the community.

Present were John Adam Olivarez (son), Sonia Olivarez (wife), and John Ryan Olivarez (son) he thanked the Edinburg Police Department, the Mayor, the City Council and the people of Edinburg for all their support since the diagnosis. Mr. Olivarez stated when he lost his father it was real hard for himself, his brother and his mother it felt as if he had lost his protector, guardian, his hero and then showing up to the first day of school to see the Edinburg Police Department there in support he felt really grateful and he would like to thank everyone.

Mayor Ramiro Garza, Jr. thanked the police department because he was informed that with this gesture Officer Olivarez's presence was felt there. He said he would like the family to know he knows what they are going through, he too lost his father at an early age and it is not easy, it is a difficult situation but seeing this young man standing there with his mother shows that he will be able to get through this, you have the entire community behind you. Mayor Garza stated Officer Olivarez was a long time City of Edinburg Officer and this is a better city because of everything he did in serving and protecting the community and he will never be forgotten here in the City of Edinburg. He reminded the family that they would always be a part of the City of Edinburg and the City is here for them.

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

Mayor Ramiro Garza, Jr. stated that along with the City of Edinburg presenting Mr. Medina with a proclamation State Representative Terry Canales would be recognizing Mr. Gilberto Gustavo Medina, Jr. first. Mayor Ramiro Garza, Jr. stated County Commissioner Eli Torres, and County Judge Richard Cortez were present.

Terry Canales, State Representative presented Mr. Gilberto Gustavo Medina, Jr. with a resolution from the Texas House of State Representatives and a United States Flag that was flown over the capital in Mr. Gilberto Gustavo Medina, Jr.'s honor. Mr. Canales read the resolution aloud.

Noe Medina stated that on behalf of himself and his family he would like to express his gratitude for recognizing his father Gilberto Gustavo Medina, Jr. for his dedicated service to the country. He said this was a meaningful honor not just to his father but also to all who have witnessed his lifelong commitment to service and to the community. Mr. Medina stated this recognition reflects the value of respect, appreciation, and unity that makes the City of Edinburg such a special place to live. He thanked the Council for ensuring that Mr. Medina's story will stand as a reminder of the importance of service, honor and community spirit.

Mr. Gilberto Gustavo Medina, Jr. stated he was grateful and honored to receive this distinguished award. He thanked his daughter Erika and granddaughter Renee for

requesting/orchestrating this recognition, and his wife Nelda who has been there with him always 100% supportive. Mr. Medina stated they have been married for 16 years and in those 16 years she has encouraged him and they have become very active with different organizations like the Shriners, and the Legion of Honor. Mr. Medina thanked his son Noe and his wife Charlene and his entire family for always being so supportive. Mr. Medina also thanked his Shriner brothers who were present for their support and Mr. Jim Fox who has been working with him for the last 25 years. He said Mr. Fox was the one who got him started with the Shriners has always been very supportive of him. Mr. Medina thanked the Mayor, Council and City staff for the recognition for everything they do for the City. He thanked Mr. Canales for the honorable recognition.

Councilmember Daniel “Dan” Diaz stated Mr. Medina’s family was one of the first families he met when he moved here and it is people like Mr. Medina who serve and continue to serve behind the scenes that make Edinburg special, and he thanked him for everything he has done.

Mayor Ramiro Garza, Jr. temporarily recessed the Regular City Council Meeting to Call a Supplemental Agenda for Public Comments at 6:28 p.m.

Mayor Ramiro Garza, Jr. Reconvened the Regular City Council Meet at 6:50 p.m.

7. PUBLIC HEARING

Mayor Ramiro Garza, Jr. declared the Public Hearing open for anyone wishing to speak on items A-F at 6:52 p.m. There being no comments Mayor Ramiro Garza, Jr. closed the Public Hearing at 7:03 p.m.

- 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]**

MOTION: Mayor Pro Tem Jason De Leon to Approve the Ordinances Providing for the Comprehensive Plan Amendment from General Commercial Uses to Auto-Urban Uses and the Rezoning Request from Commercial, General (CG) District 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.

SECOND: Councilmember David Salazar, Jr.

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Jason De Leon, Councilmember Daniel “Dan” Diaz, Councilmember David Salazar, Jr., and Councilmember Gerardo Lozano

ABSENT: None

NAYS: None

ABSTAIN: None

The motion to Approve carried.

- 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]**

MOTION: Councilmember David Salazar, Jr. to Approve 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.

SECOND: Mayor Pro Tem Jason De Leon

There was discussion. Jaime Acevedo, Director of Planning & Zoning addressed the Council’s questions.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Jason De Leon, Councilmember Daniel “Dan” Diaz, Councilmember David Salazar, Jr., and Councilmember Gerardo Lozano

ABSENT: None

NAYS: None

ABSTAIN: None

The motion to Approve carried.

- 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]**

Fern McClaugherty stated these projects are being proposed on North McColl adding more waste to a drainage system that is already no good and this will add more traffic to the already congested area.

Alfonso Guzman, Trimad Consultants stated their proposal is for 42 townhome lots as a private community managed by an HOA. He stated they are trying to do something different by adding parks and landscaping areas within the development for the enjoyment of their residents. Mr. Guzman stated they are proposing townhomes because they did notice many multi-family developments and townhomes are lower density dwellings, which means there will generate less traffic than a multi-family development. He said with this development they are supporting the local housing and it gives new families to own a home in this economy.

MOTION: Mayor Pro Tem Jason De Leon to Approve 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.

SECOND: Councilmember Gerardo Lozano

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Jason De Leon, Councilmember Daniel "Dan" Diaz, Councilmember David Salazar, Jr., and Councilmember Gerardo Lozano

ABSENT: None

NAYS: None

ABSTAIN: None

The motion to Approve carried.

- D. Hold Public Hearing and Consider the Ordinance Providing for the Rezoning Request from Agriculture and Open Space (AO) District to 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]**

MOTION: Councilmember David Salazar, Jr. to Approve 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.

SECOND: Mayor Pro Tem Jason De Leon

There was discussion. Jaime Acevedo, Director of Planning & Zoning addressed the Council's questions.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Jason De Leon, Councilmember Daniel "Dan" Diaz, Councilmember David Salazar, Jr., and Councilmember Gerardo Lozano

ABSENT: None

NAYS: None

ABSTAIN: None

The motion to Approve carried.

- E. Hold Public Hearing and Consider the Ordinance Providing for the Rezoning Request from Agriculture and Open Space (AO) District to Residential, 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]

MOTION: Councilmember Daniel "Dan" Diaz to Approve 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.

SECOND: Mayor Pro Tem Jason De Leon

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Jason De Leon, Councilmember Daniel "Dan" Diaz, Councilmember David Salazar, Jr., and Councilmember Gerardo Lozano

ABSENT: None

NAYS: None

ABSTAIN: None

The motion to Approve carried.

- 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]

MOTION: Councilmember David Salazar, Jr. to Approve 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.

SECOND: Mayor Pro Tem Jason De Leon

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Jason De Leon, Councilmember Daniel "Dan" Diaz, Councilmember David Salazar, Jr., and Councilmember Gerardo Lozano

ABSENT: None

NAYS: None

ABSTAIN: None

The motion to Approve carried.

- 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]

No Action

Mary Adams stated she lives at Lake James and building a sports bar directly across from her property on McColl and Canton with already heavy traffic and a high speed to incorporate drinking in not a good idea. She stated they have already had accidents even one that knocked down the pillar with the lake James name on it. Ms. Adams stated the traffic drives fast through their neighborhood and there are children in the neighborhood. She asked the Council to consider their concerns because they do not need the alcohol consumption in that area especially since it is not far from the school.

Fern McClaugherty stated there are cars parked every day on Canton Road from Jackson to McColl waiting to pick up their children from school why would you even want to have a bar in that area. She said the City of McAllen had a female police officer get beat up the other night by some kids who might have been drinking and that that is not something they need in that area. Ms. McClaugherty stated the traffic is bad there in that area they constantly run red lights and now they will try to cut through Lake James to hit 2nd Street

to avoid traffic. She said she has a problem with putting that type of establishments where you have children and families. The 2nd Street Walking trail already has men assaulting women does the City want to bring that to Edinburg.

A resident of James Courts was present to express his concerns on sharing their Canton entrance with the pickle ball sports bar especially during the early morning hours when many of the young kids are up early. He stated Canterbury Elementary and the pediatric center already generate a lot of traffic; another concern is that the proposed establishment is an outdoor establishment and that brings on the noise concerns. The resident stated he drove by a similar establishment in McAllen and at midnight no one is playing pickle ball they are just hanging out having drinks and he asked that the Council consider their safety concerns.

Mayor Ramiro Garza, Jr. stated there is no action for this item because the requestor did pull his request for after hour's consumption, but since there are residents present with concerns, he asked Mr. Acevedo to explain the zoning.

Jaime Acevedo, Director of Planning & Zoning stated the property is zoned commercial so they can proceed with the proposed project they just cannot have the consumption at a certain time.

Councilmember Daniel "Dan" Diaz stated there is a certain distance an establishment must have to from schools, and churches what is the City regulation for that. Does the establishment has to request a variance to sell alcohol within the one thousand feet?

Mr. Acevedo stated the distance must be one thousand feet from schools and churches. He said Canterbury has been notified, and since this is a restaurant they do not have to get a variance but if their sales exceed 51% in alcohol then it triggers that need for a variance.

Josephine Ramirez, City Attorney stated since there is not action to be deliberated her recommendation is the Council refrain from discussion.

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]**

MOTION: Mayor Pro Tem Jason De Leon to Approve 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.

SECOND: Councilmember Daniel "Dan" Diaz

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Jason De Leon, Councilmember Daniel “Dan” Diaz, Councilmember David Salazar, Jr., and Councilmember Gerardo Lozano

ABSENT: None

NAYS: None

ABSTAIN: None

The motion to Approve carried.

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 of Planning & Zoning]

MOTION: Mayor Pro Tem Jason De Leon to Approve 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.

SECOND: Councilmember Daniel “Dan” Diaz

There was discussion. Jaime Acevedo, Director of Planning & Zoning addressed the Council’s questions.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Jason De Leon, Councilmember Daniel “Dan” Diaz, Councilmember David Salazar, Jr., and Councilmember Gerardo Lozano

ABSENT: None

NAYS: None

ABSTAIN: None

The motion to Approve carried.

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]**

MOTION: Councilmember Daniel “Dan” Diaz to 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.

SECOND: Councilmember David Salazar, Jr.

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Jason De Leon, Councilmember Daniel “Dan” Diaz, Councilmember David Salazar, Jr., and Councilmember Gerardo Lozano

ABSENT: None

NAYS: None

ABSTAIN: None

The motion to Approve carried.

- 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]**

MOTION: Councilmember Daniel “Dan” Diaz to 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).

SECOND: Councilmember David Salazar, Jr.

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Jason De Leon, Councilmember Daniel “Dan” Diaz, Councilmember David Salazar, Jr., and Councilmember Gerardo Lozano

ABSENT: None

NAYS: None

ABSTAIN: None

The motion to Approve carried.

- 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]

MOTION: Councilmember Daniel “Dan” Diaz to 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.

SECOND: Mayor Pro Tem Jason De Leon

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Jason De Leon, Councilmember Daniel “Dan” Diaz, Councilmember David Salazar, Jr., and Councilmember Gerardo Lozano

ABSENT: None

NAYS: None

ABSTAIN: None

The motion to Approve carried.

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]

MOTION: Councilmember David Salazar, Jr. to 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.

SECOND: Councilmember Daniel “Dan” Diaz

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Jason De Leon, Councilmember Daniel “Dan” Diaz, Councilmember David Salazar, Jr., and Councilmember Gerardo Lozano

ABSENT: None

NAYS: None

ABSTAIN: None

The motion to Approve carried.

12. CONSENT AGENDA

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

MOTION: Mayor Pro Tem Jason De Leon to Approve the Fiscal Year 2024-2025 Budget Transfers for the General Fund and Solid Waste Management Fund.

SECOND: Councilmember Daniel “Dan” Diaz

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Jason De Leon, Councilmember Daniel “Dan” Diaz, Councilmember David Salazar, Jr., and Councilmember Gerardo Lozano

ABSENT: None

NAYS: None

ABSTAIN: None

The motion to Approve carried.

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]

MOTION: Mayor Pro Tem Jason De Leon to Approve 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.

SECOND: Councilmember Daniel “Dan” Diaz

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Jason De Leon, Councilmember Daniel “Dan” Diaz, Councilmember David Salazar, Jr., and Councilmember Gerardo Lozano

ABSENT: None

NAYS: None

ABSTAIN: None

The motion to Approve carried.

- 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]

MOTION: Mayor Pro Tem Jason De Leon to Approve Authorizing the City Manager to Renew the Smart Water Meter Software Annual Subscription to Kamstrup Water Metering LLC for Existing and New Meters in the Total Amount of \$32,794.72.

SECOND: Councilmember Daniel “Dan” Diaz

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Jason De Leon, Councilmember Daniel “Dan” Diaz, Councilmember David Salazar, Jr., and Councilmember Gerardo Lozano

ABSENT: None

NAYS: None

ABSTAIN: None

The motion to Approve carried.

- 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]

MOTION: Mayor Pro Tem Jason De Leon to 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.

SECOND: Councilmember Daniel “Dan” Diaz

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Jason De Leon, Councilmember Daniel “Dan” Diaz, Councilmember David Salazar, Jr., and Councilmember Gerardo Lozano

ABSENT: None

NAYS: None

ABSTAIN: None

The motion to Approve carried.

- 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]

MOTION: Mayor Pro Tem Jason De Leon to 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).

SECOND: Councilmember Daniel “Dan” Diaz

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Jason De Leon, Councilmember Daniel “Dan” Diaz, Councilmember David Salazar, Jr., and Councilmember Gerardo Lozano

ABSENT: None

NAYS: None

ABSTAIN: None

The motion to Approve carried.

- 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]

MOTION: Mayor Pro Tem Jason De Leon to 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.

SECOND: Councilmember Daniel “Dan” Diaz

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Jason De Leon, Councilmember Daniel “Dan” Diaz, Councilmember David Salazar, Jr., and Councilmember Gerardo Lozano

ABSENT: None

NAYS: None

ABSTAIN: None

The motion to Approve carried.

13. OTHER BUSINESS:

- A. Future Items Requested by City Council. [Myra L. Ayala, City Manager]
None

14. EXECUTIVE SESSION

MOTION: Councilmember David Salazar, Jr. to convene into Executive Session.

SECOND: Mayor Pro Tem Jason De Leon

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Jason De Leon, Councilmember Daniel “Dan” Diaz, Councilmember David Salazar, Jr., and Councilmember Gerardo Lozano

ABSENT: None

NAYS: None

ABSTAIN: None

The motion to Approve carried.

Mayor Ramiro Garza, Jr. convened into Executive Session at 7:11 p.m.

OPEN SESSION

MOTION: Councilmember David Salazar, Jr. to convene into Open Session.

SECOND: Mayor Pro Tem Jason De Leon

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Jason De Leon, Councilmember Daniel “Dan” Diaz, Councilmember David Salazar, Jr., and Councilmember Gerardo Lozano

ABSENT: None

NAYS: None

ABSTAIN: None

The motion to Approve carried.

Mayor Ramiro Garza, Jr. Reconvened into Open Session and stated no action was taken in Executive Session.

- A. Consultation with City Attorney. (§551.071. Consultation with Attorney; Closed Meeting; §551.087)
No Action
- B. Discussion and Possible Action Regarding Economic Development Matters. (§551.071 Consultation with Attorney; §551.087 Deliberation Regarding Economic Development Negotiations; Closed Meeting.)

No Action

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

MOTION: Councilmember David Salazar, Jr. to Approve Authorizing the City Manager to proceed as directed as discussed in Executive Session.

SECOND: Councilmember Daniel “Dan” Diaz

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Jason De Leon, Councilmember Daniel “Dan” Diaz, Councilmember David Salazar, Jr., and Councilmember Gerardo Lozano

ABSENT: None

NAYS: None

ABSTAIN: None

The motion to Approve carried.

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

No Action

15. ADJOURNMENT

MOTION: Councilmember Daniel “Dan” Diaz to Adjourn the meeting.

SECOND: Councilmember David Salazar, Jr.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Jason De Leon, Councilmember Daniel “Dan” Diaz, and Councilmember David Salazar, Jr. and Councilmember Gerardo Lozano

ABSENT: None

NAYS: None

ABSTAIN: None

The motion to Approve carried.

Mayor Ramiro Garza, Jr. Adjourned the meeting.

CITY OF EDINBURG

Ramiro Garza, Jr., Mayor

ATTEST:

Clarice Y. Balderas, City Secretary

City Council Approval: _____



MINUTES OF THE EDINBURG CITY COUNCIL REGULAR MEETING

CITY OF EDINBURG, HIDALGO COUNTY, TEXAS

Location: Edinburg City Hall-Council Chambers

415 West University Dr.

Edinburg, Texas 78541

SEPTEMBER 16, 2025

6:00 PM

Mayor Ramiro Garza, Jr. called the meeting to order at 6:00 p.m.

PRESENT:

Ramiro Garza, Jr.	Mayor
Jason De Leon	Mayor Pro Tem
Daniel “Dan” Diaz	Councilmember Place 1
David Salazar, Jr.	Councilmember Place 3
Gerardo Lozano	Councilmember Place 4
Myra L. Ayala	City Manager
Clarice Y. Balderas	City Secretary
Josephine Ramirez Solis	City Attorney

1. CALL TO ORDER, ESTABLISH QUORUM

A. Prayer by Pastor Dr. David Alexander, First Baptist Church Edinburg.

B. Pledge of Allegiance by Mayor Ramiro Garza, Jr.

2. CERTIFICATION OF PUBLIC NOTICE

Mayor Ramiro Garza, Jr. verified the City Secretary’s posting of the City Council meeting and its compliance as required by the Texas Open Meetings Act. The notice was posted on September 10, 2025 at 8:00 p.m.

3. DISCLOSURE OF CONFLICT OF INTEREST

City Attorney Josephine Ramirez Solis stated under State Law a conflict of interest exists if a Councilmember or a certain member of that Councilmember’s family has a qualifying financial interest in any agenda item. Members with a conflict of interest cannot participate in the discussion nor vote on that agenda item.

Josephine Ramirez Solis, City Attorney asked Mayor and Councilmembers if there were any known conflict of interest to disclose at that time.

There were no conflict of interests presented.

4. CITY MANAGER'S REPORT

A. City of Edinburg Events:

- **33rd Annual Fire Stoppers Festival**

Ms. Myra L. Ayala, City Manager stated the Edinburg Fire Department was proud to host the 33rd Annual Fire Stoppers Festival on Friday, October 3, 2025, from 6:00 p.m. to 10:00 p.m. She said the free event would feature live performances, food trucks, local vendors, animal exhibits, costume contest, and activities for all ages. Ms. Ayala stated the festival will promote fire prevention and safety education by offering residents valuable tips and resources to help protect their homes and families. She stated one of the highlights of the evening is the characters parade which begins at 7:30 p.m. on the east side of City Hall on 8th Ave and McIntyre St. ending at 10th Ave. and McIntyre St.

5. PROCLAMATIONS/RECOGNITIONS

A. Presentation of Proclamation Recognizing Girl Scout Troop 467 as Requested by Pricilla Barrera [Clarice Y. Balderas, City Secretary]

Clarice Y. Balderas, City Secretary read the proclamation aloud.

Ms. Pricilla Barrera thanked Mayor Ramiro Garza, Jr. for the proclamation and for the democracy lesson, he held for Girl Scout Troop 467. She stated the girls thrive on being courageous, leaders, and being part of the community. Ms. Barrera thanked everyone for the recognition.

B. Presentation of Proclamation Recognizing the Community Inclusion Task Force. [Clarice Y. Balderas, City Secretary]

Clarice Y. Balderas, City Secretary read the proclamation aloud.

Ms. Lidia Fonseca, Valley Association for Independent Living thanked the Council and Mayor Ramiro Garza, Jr. for being the trailblazer and taking the initiative to create the task force. She stated the goal was to start here in Edinburg and pilot out to other cities to have a more inclusive Rio Grande Valley. Ms. Fonseca stated it started with an Edinburg resident with a disability to ask for a group like this and without hesitation, Mayor Ramiro Garza, Jr. started the Community Inclusion Task Force, and they are thankful for the opportunity.

Juan Carlos Lopez thanked the Edinburg residents, Mayor Ramiro Garza, Jr. and all the members of the Community Inclusion Task Force. He stated he would always be grateful that Mayor Garza heard his idea and a governmental leader took the time to create the task force.

Dr. Shawn Saladin stated he has lived in many places around the world but is proud to call Edinburg home for many reasons but this Community Inclusion Task Force sealed the deal. He said because it is not just for people with disabilities it is for people that are

different; it celebrates all people in all aspects of life. Dr. Saladin said he has lived here for the last 20 years and he is proud to say this is his forever home.

Eric Cardenas stated this Task Force has helped to educate many aspects and different cultures, it has helped influence many people and the goal is to make Edinburg an innovative city. Mr. Cardenas stated September is Deaf Awareness month so he encourages everyone to learn sign language and not ignore people who are deaf. He asked that they be remembered and to help make them happy.

Mayor Ramiro Garza, Jr. thanked everyone for being present. He said this did start with a request to have access to certain city buildings and all this came together. Mayor Ramiro Garza, Jr. asked that the Community Inclusion Task Force continue doing what they are doing because they have been heard loud and clear. He said because of the Task Force, the city has made some changes to some of the events, meetings, and even State of the City. He said many people do not know but the city set a room where people with sensibilities can take part in events that otherwise they would not have been able to due to different sensibilities. Mayor Ramiro Garza, Jr. stated in a few months he would no longer be here but he asked that they continue bringing their concerns to the City Council to ensure that they continue taking into account everyone in the community. He said The American Disability Act was approved back in the 90s and it has not been updated since, and there are many needs. He said many buildings were built before that still have limited accessibility.

C. Presentation of Proclamation Recognizing September 25, 2025, as National Day of Remembrance for Murder Victims as Requested by Robert Garcia. [Clarice Y. Balderas, City Secretary]

Clarice Y. Balderas, City Secretary read the proclamation aloud.

Robert Garcia thanked the Mayor, the Council, members from his group and the entire community. He stated fourteen years ago on September 13, 2011, the murder of his brother Rogelio Roger Garcia forever changed his life. He said Roger a Coastguard Veteran was more than a brother he was a mentor, the anchor of the family, and losing him to violence left his mother Rosa Dalia Rodriguez with an empty heart. Mr. Garcia stated the day his brother was murdered at the hands of his sister-in-law broke the family. It was the first time he had ever seen his father Rafael cry. He said he was the third person at the scene and saw his brother laying in a pool of blood and that sight is what led him to walk alongside families who have shared the same heartbreak. Together they have formed a community of love, remembrance, advocacy, and justice for all. Mr. Garcia stated through their grief they learned love never dies and even in sorrow, they can live one day at a time. He said the proclamation is not just words on paper, it is a powerful reminder that the City leaders and the entire community sees them, hears them and stands with them sends a powerful message of love and unity. Mr. Garcia invited everyone to the 13th Annual Candlelight vigil where they will light candles for each of their loved ones like Roger Garcia, Julissa Rangel, George Tovar, Efrain Garcia, Daniel Vega, Julio Cesar Villarreal, Alfredo Ontiveros Jr., Magalena Cantu, Rebecca Lee Cantu, Genardo Aparicio, Erik Sanchez, Kevin Martinez, Esteban Fernandez, Juan Manuel Bermades,

Ever Islas Jr., Juan Nava Hernandez, Nadria Kalet Ortiz, and Julio Cesar Soto, Jr. on September 25, 2025, between 6:00-8:00 p.m. the community has the opportunity to come hear their stories as they light the candles.

Mayor Ramiro Garza, Jr. thanked Mr. Garcia for everything he does for the families, for keeping them together, and for bringing this to the City of Edinburg every year. He encouraged everyone to attend the candlelight vigil.

D. Presentation Recognizing the City of Edinburg Parks & Recreation Department 2025 TAAF Summer Games of Texas - Medalists. [Javier Garza, Director of Parks and Recreation]

Erik Molina, Assistant Director of Parks and Recreation stated he was excited to present the thirteen athletes who came back medalists from the 2025 TAAF Summer Games of Texas.

Ronnie Rodriguez stated he was privileged to present some of the great athletes, he said the Edinburg Parks and Recreation took 110 athletes to the 2025 TAAF Summer Games of Texas. Edinburg is the only city that was able to take athletes for track, tennis, swimming, boxing, and golf. Mr. Rodriguez stated medalist are the top three athletes in the State, and the City of Edinburg brought back thirteen medals.

Track

Daniela Salazar, 14U silver in shot put and discus

Tennis

Isabella Montemayor and Carolina Montemayor 12U-doubles silver and Charlize Carmona and Maria Baeza 12U-doubles bronze

Swim

Sofia Trevino 16U-200 meter free relay-bronze

Golf

Ramiro Betancourt, Jr. last year was the state champion for the City of Edinburg in Brownsville, so this year at College Station they asked him if he could go back to back and he did. He earned the 18U gold medalist for the 100th TAAF State Games this summer and he received an invitation to participate in the Games of America to represent the City of Edinburg this coming summer at Penn State University.

Boxing

Anthony Davila thanked the Mayor and Council for all their support; he thanked instructors Martin Martinez, Rolando Garza, Karla Espinoza, and Anthony Aguirre. Mr. Davila stated he was happy to announce the gold and silver medalists.

Bryan Aguirre, Joaquin Castaneda, Anthony Flores, DeMarcus Jones, Eden A. Cano, Orlando Garza, George Garza, and Joana Ortiz.

6. PUBLIC COMMENTS

Paola Carrasco: Ms. Carrasco was present to advocate for the poet laureate for the City of Edinburg, she stated they have been fortunate to have worked with other surrounding

cities. Ms. Carrasco stated the poet Laureate is a resolution attached to City Hall meeting, a small ceremony and that official designation opens the opportunities of up to \$50,000 in grants which would help engage with the community. She said in the two months that Rosalva Ruiz has been the poet Laureate for the City of Weslaco she has collaborated with Aurora Hospice Care; she will be appearing in the Child Bereavement gala with opportunities to meet with business owners, NGO, and organizations so for the next three years she will be able to establish programs that will allow her to connect with the community. She stated that McAllen poet laureate Daniel Ordas has been excellent in connecting the McAllen community to intellectuals, writers, poetry in a form of education being that he is an educator. Ms. Carrasco stated being that the City of Edinburg has UTRGV it could be the jewel of the crown. This is a city of intellectuals, writers, Rivers Edge Magazine that has celebrated 48 years of existence here in the City of Edinburg. She said the director of the creative writing department at UTRGV Amy Perez is the State poet laureate and many other creative writers here in the City of Edinburg and they would love the leadership that would help grant a lot of community programs. Ms. Carrasco stated they would like to nominate Crischelle Navalta Barnes as the first Edinburg City Laureate.

Jacqueline Baez Lugo: Ms. Lugo thanked the Mayor and Council for the opportunity of public comments. She reminded everyone that this month is voter registration month and it is important to register to vote, especially with elections coming up in November.

Anthony Mathew: Mr. Mathew stated he was part of an immigrant community from India, he said they are trying to organize a major sports event in the Rio Grande Valley. Mr. Mathew stated their community of about 120 families moved here in 2000 and they all work at different capacities in the city. He said they encourage their kids to grow and be active in the community, some of their children that started school since kindergarten are now going to Mayo Clinic, Cleveland Clinic, and Howard and they strive to excel at all levels. Mr. Mathew stated as part of this effort the community was organizing sports events for the last 20 years. They have gone Oklahoma, Houston, Dallas, and Austin, but since they are a small group, they are trying to host this event here in Edinburg the city they call home. He said they discussed this with the Mayor back in July of 2024 and they have been working through the process. They presented their request to the main organization in Houston and their request was approved. Mr. Mathew stated the event would take place in August 2026, they have already started the preparations, and they gave the City a layout of the facilities, the services, and the support they would need. He said everything is in good standing that they are expecting the collaboration of ten cities with over 1000 participants within the 30 events, which would take place in a four-day span. They are expecting about 5000 members coming in and out of the city during those four days partaking in the different events basketball, volleyball, chess, cards, and other indoor games. Mr. Mathew kindly asks that the Council approve his request for a special use permit.

Crischelle Navalta Barnes: Ms. Barnes stated she has been a resident of the City of Edinburg since her early twenties when she decided to leave Minnesota for the beautiful Rio Grande Valley. She thanked the Council for their time and the opportunity to speak

before them. Ms. Barnes said she is a teacher, a mother, and a passionate writer. She said she thinks the children need more than just video games they need other ways to express themselves, they need to have places go and just write like the library, a park, Boys and Girls Club, places like the Cultural Arts Center. Ms. Barnes said she was excited to be here with the RGV Women's Poetry Society to champion poetry, to champion arts, and to champion expression for the students because they are the future. Ms. Barnes thanked the Mayor and Council once again for their time and ask that they consider their poet Laureatship.

Glory Iris Barnes: Miss Barnes the youngest RGV Women's Poetry Society member recited a poem about a walk at the Edinburg Park.

Carla Rodriguez: Ms. Rodriguez thanked the Council for their time and service; she stated she has been an Edinburg resident over a decade and she was present in opposition of an abandonment of an easement. She said the part of her property falls on the road being requested for abandonment. Ms. Rodriguez stated one of her neighbors who has five acres has been cornered if he has some sort of an emergency there is minimal space with little to no access to his property. She asked that the Council reconsider improving this road instead of just giving it away. Ms. Rodriguez stated she spoke with the Director of Planning and Zoning and he stated there is no intent in rehabilitating the neighbor's entrance.

Johnny Vasquez, Rio Grande Valley Builders Association: Mr. Vasquez was present on behalf of the 100 plus members and over 600 employees they represent as an association to bring the first Big Builder Cook-off. He said they were excited to have the event in the great City of Edinburg, he said one of their initiatives is the education space. They believe the future of construction begins with the youth. Mr. Vasquez stated they want to encourage the youth so they are raising funds for scholarships for local students who are seeking to join the trade and get involved in the dirty work they call construction and home building. He said they were excited for this event and they hope it is a big event and they get a few BBQ teams to participate. Mr. Vasquez stated the event would take place at the Edinburg Memorial Park and they are requesting a special use permit for the event.

Fern McClaugherty: Ms. McClaugherty reminded everyone that this is an election year and it is the opportunity to set the elected officials straight. She said some people are still helping protest property values that are a result of bonds sold by the previous administration. Ms. McClaugherty stated the people pay about \$8 million on the interest on the bonds that have been sold. She said if you reelect the candidates that are now in office, they would sell more bonds and increase your taxes as soon as they are reelected. Ms. McClaugherty stated they do not need a bigger library, more golf courses and they do not need elected officials that increase the water rate by 63% and give the staff only a 3% salary increase. She said 70% of long-term jobs are created by small businesses and higher taxes will reduce their ability to create jobs. Ms. McClaugherty stated the City has the money they just need to invest wisely on the future; infrastructure is not the problem water is the problem. She said if you own a home or have a mortgage, property taxes are

devastating because there is no way to plan because they just keep going up. Ms. McLaugherty stated the State has provide sales tax money to reduce school taxes and laws that have passed to protect homesteads and yet values keep increasing as a direct result of the local government expenditures. She said Edinburg's poverty rate back in 2019 through 2023 was 25.7% and it is higher now.

7. PUBLIC HEARING

Mayor Ramiro Garza, Jr. declared the Public Hearing open for anyone wishing to speak on items A-C at 6:49 p.m. There being no comments Mayor Ramiro Garza, Jr. closed the Public Hearing.

- A. Hold Public Hearing and Consider the Ordinances Providing for the Comprehensive Plan Amendment from Neighborhood Commercial Uses to Auto Urban Uses and the Rezoning Request from Commercial, Neighborhood (CN) District to Residential, Multifamily (RM) District, Being 2.939 Acre Tract of Land, Being all of Lot 3, Stonebrook Estates, an Addition to the City of Edinburg, Hidalgo County, Texas, Located at 2003 Terrica Lane, as Requested by Jorge E. Vallina. [Jaime Acevedo, Director of Planning & Zoning]

MOTION: Councilmember Daniel “Dan” Diaz to Approve the Ordinances Providing for the Comprehensive Plan Amendment from Neighborhood Commercial Uses to Auto Urban Uses and the Rezoning Request from Commercial, Neighborhood (CN) District to Residential, Multifamily (RM) District, Being 2.939 Acre Tract of Land, Being all of Lot 3, Stonebrook Estates, an Addition to the City of Edinburg, Hidalgo County, Texas, Located at 2003 Terrica Lane, as Requested by Jorge E. Vallina.

SECOND: Councilmember David Salazar, Jr.

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Jason De Leon, Councilmember Daniel “Dan” Diaz, Councilmember David Salazar, Jr., and Councilmember Gerardo Lozano

ABSENT: None

NAYS: None

ABSTAIN: None

The motion to Approve carried.

- B. Hold a Public Hearing on the Proposed Budget for the City of Edinburg for Fiscal Year Beginning October 1, 2025 and Ending September 30, 2026. [Ascencion Alonzo, Director of Finance]

NO ACTION

Jacqueline Baez Lugo stated as a City of Edinburg employee she would like to know how the proposed budget would affect the salary increase.

Mayor Ramiro Garza, Jr. stated there is a proposed 3% pay plan adjustment already budgeted for all employees with no increase to the tax rate.

Diane Teter stated she asks the proposed budget be approved, she stated as a professor she is concerned about the economic and civic consequences of federal and state aide being stripped from the UT system. She said UTRGV is not just a university it is one of the valley's largest employers with over 7,500 faculty staff and the resulting contractors relying on the institution. Ms. Teter stated pulling those funds puts immense pressure on the institution that many families see as their sole chance at upward mobility. She said with the recent federal rule halting instate tuition for Dreamers and with Texas not resisting federal intervention and defending its own statute the state's attorney general joined the US Department of Justice asking the court to permanently lock the law. Now thousands of students many raised in the valley face triple tuition costs and the loss to higher education in the Rio Grande Valley. She said these are the future nurses, engineers, and teachers. She said their displacement directly affects Edinburg's housing market, retail sector, and municipal services. Ms. Teter stated the loss of Hispanics serving intuition grants, part of a \$350,000,000 national funding stream, will further erode UTRGV's capacity to service 91% Hispanic student body. She said the grants fund tutoring stem labs, faculty development, and digital infrastructure, without them, they risk declining enrollment, reduced retention and a widening equity gap in this region. Ms. Teter stated UTRGV is losing tens of millions of dollars in federal research and development grants. She said these losses are not just academic they are also economic, in light of the current federal and state administration; Edinburg must adopt a physically conservative posture. She stated the residents are already facing inflation and housing pressures and stagnant wages, she said the City should prioritize essential services, safeguard reserves and prepare for economic headwinds. She urges fiscal conservatism and adoption of the budget and tax revenue as is.

- C. Hold a Public Hearing on the Proposed Tax Rate for the City of Edinburg for Tax Year 2025, Fiscal Year Beginning October 1, 2025 and Ending September 30, 2026. [Ascencion Alonzo, Director of Finance]

Fern McClaugherty stated she knows that the no new revenue tax rate is 0.5835% which means you will bring in the same amount of money as last year from the property values, the Council could actually lower the .63 cents between .58 cents to .63 cents. She said all the taxpayers are asking for is one cent they would even be thankful for half a cent. She stated the no new revenue tax rate brings in the same amount of money as last year and if you were able to live with that budget why would you not help the people tha live in Edinburg.

8. BUDGET

- A. Consider Ordinance Adopting the Budget for the City of Edinburg for Fiscal Year Beginning October 1, 2025 and Ending September 30, 2026. [Ascencion Alonzo, Director of Finance]

MOTION: Councilmember David Salazar, Jr. to Approve Ordinance Adopting the Budget for the City of Edinburg for Fiscal Year Beginning October 1, 2025 and Ending September 30, 2026.

SECOND: Councilmember Gerardo Lozano

Councilmember Daniel “Dan” Diaz stated even a half a cent on the budget is about \$350,000 and with the increase of inflation just with the 3% cost of living increase it would be hard to go with the no new revenue tax.

Mayor Ramiro Garza, Jr. thanked all the staff for presenting a balanced budget because it is a very complex process. He asked if the budget included a reserve, and a deferred maintenance fund.

Ascencion Alonzo, Director of Finance stated the Council passed an Ordinance setting up a depreciation fund for Utilities and Solid Waste Management if this budget is adopted it is accounted for in the proposed budget. He said the proposed budget includes other commitments/ agreements, and Meet and Confer agreements made between the City and both fire and police unions.

Mayor Ramiro Garza, Jr. stated after the election he would no longer be here and he asked that they monitor the budget balance to try appropriate funds mid-year for some of the needs requested by the departments that they were not able to include in the budget.

There was discussion. Ascencion Alonzo, Director of Finance addressed the Council’s questions.

Mayor Ramiro Garza, Jr. called for a vote.

Clarice Y. Balderas, City Secretary took a Record Vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Jason De Leon, Councilmember Daniel “Dan” Diaz, Councilmember David Salazar, Jr., and Councilmember Gerardo Lozano

ABSENT: None

NAYS: None

ABSTAIN: None

The motion to Approve carried.

- B. Consider Ordinance Adopting the Tax Rate and Levy for the City of Edinburg for the Tax Year 2025, Fiscal Year Beginning October 1, 2025 and Ending September 30, 2026.**
[Ascencion Alonzo, Director of Finance]

MOTION: Councilmember David Salazar, Jr., I move that the property rate be increased by the adoption of a tax rate of .63 cents which is effectively a 7.97% increase in the tax rate.

SECOND: Councilmember Gerardo Lozano

Mayor Ramiro Garza, Jr. stated he approves the tax rate and levy because of inflation and rising costs of services. He said it would be fiscally irresponsible given all the needs the city needs to keep up with. Mayor Ramiro Garza, Jr. stated they pride themselves in saying Edinburg is one of the fastest growing cities but with that comes many responsibilities.

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

Clarice Y. Balderas, City Secretary took a Record Vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Jason De Leon, Councilmember Daniel “Dan” Diaz, Councilmember David Salazar, Jr., and Councilmember Gerardo Lozano

ABSENT: None

NAYS: None

ABSTAIN: None

The motion to Approve carried.

9. ORDINANCES

- A. Consider Ordinance Providing for a Temporary Special Use Permit for the “2026 Inter Parish Sports Festival (2026 IPSF Games)” Event to be Held Thursday, August 6, 2026 through Sunday, August 9, 2026, at Various City of Edinburg Facilities as Requested by Anthony Mathew and Biju Joseph, Members of the 2026 IPSF Games. [Jaime Acevedo, Director of Planning and Zoning]

MOTION: Councilmember Daniel “Dan” Diaz to Approve Ordinance Providing for a Temporary Special Use Permit for the “2026 Inter Parish Sports Festival (2026 IPSF Games)” Event to be Held Thursday, August 6, 2026 through Sunday, August 9, 2026, at Various City of Edinburg Facilities as Requested by Anthony Mathew and Biju Joseph, Members of the 2026 IPSF Games.

SECOND: Councilmember David Salazar, Jr.

Mayor Ramiro Garza, Jr. thanked Anthony Mathew, and Biju Joseph for putting this together and having here in the City of Edinburg.

Councilmember Daniel “Dan” Diaz stated they were honored to host this event and thanked all the members who made this possible. He asked that they reach out to the Edinburg Chamber of Commerce to help facilitate housing.

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Jason De Leon, Councilmember Daniel “Dan” Diaz, Councilmember David Salazar, Jr., and Councilmember Gerardo Lozano

ABSENT: None

NAYS: None

ABSTAIN: None

The motion to Approve carried.

- B. Consider Ordinance Providing for a Temporary Special Use Permit for the “Rio Grande Valley Builders Association (RGVBA) Cook Off” Event to be Held Friday, October 31, 2025 Through November 1, 2025, from 12:00 p.m. Through 12:00 a.m. at the Edinburg Memorial Park, Being Portions of Lot 3, Section 270, Texas Mexican Railway Company Survey, Located at 1212 E. Sprague Street as Requested by Mary Ramirez. [Jaime Acevedo, Director of Planning and Zoning]**

MOTION: Councilmember David Salazar, Jr. to Approve Ordinance Providing for a Temporary Special Use Permit for the “Rio Grande Valley Builders Association (RGVBA) Cook Off” Event to be Held Friday, October 31, 2025 Through November 1, 2025, from 12:00 p.m. Through 12:00 a.m. at the Edinburg Memorial Park, Being Portions of Lot 3, Section 270, Texas Mexican Railway Company Survey, Located at 1212 E. Sprague Street as Requested by Mary Ramirez.

SECOND: Councilmember Daniel “Dan” Diaz

Mayor Ramiro Garza, Jr. thanked the Rio Grande Valley Builders Association for putting the event together and having here in the City of Edinburg.

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Jason De Leon, Councilmember Daniel “Dan” Diaz, Councilmember David Salazar, Jr., and Councilmember Gerardo Lozano

ABSENT: None

NAYS: None

ABSTAIN: None

The motion to Approve carried.

- C. Consider Ordinance Providing for the Abandonment of Right-of-Way for a Tract of Land Containing 1.036 Acres Situated in the City of Edinburg, County of Hidalgo, Texas, Being a Part or Portion Out of Lots 31 and 32, The M.L. Woods Co. Tract No. 4 Subdivision, According to the Plat Thereof Recorded in Volume 5, Page 51, Hidalgo County Map Records, Located on the West Side of South Veterans Boulevard, as Requested by Melden & Hunt, Inc., and Authorize the City Manager to Execute all Documents Related Thereto. [Jaime Acevedo, Director of Planning & Zoning]**

MOTION: Councilmember Daniel “Dan” Diaz to Table
SECOND: Mayor Ramiro Garza, Jr.

Councilmember Daniel “Dan” Diaz stated he read there were no oppositions and he would like to take into consideration the concerns of the resident that was present and he did not want to kill the proposal completely but he would like to look into it further.

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr., Councilmember Daniel “Dan” Diaz, Councilmember David Salazar, Jr., and Councilmember Gerardo Lozano

ABSENT: None

NAYS: None Mayor Pro Tem Jason De Leon

ABSTAIN: None

The motion to Table carried.

- D. Consider Ordinance Amending the Code of Ordinances of the City of Edinburg, Texas at Title III, Administration, Chapter 30, Administrative Code, Sections 30.071, 30.072, and Section 30.075 to Provide for Various Changes to the City’s Current Classification and Compensation Plan for Non-Civil Service Employees. [Erica A. Balli, Director of Human Resources/Civil Service]**

MOTION: Councilmember Daniel “Dan” Diaz to Approve Ordinance Amending the Code of Ordinances of the City of Edinburg, Texas at Title III, Administration, Chapter 30, Administrative Code, Sections 30.071, 30.072, and Section 30.075 to Provide for Various Changes to the City’s Current Classification and Compensation Plan for Non-Civil Service Employees.

SECOND: Councilmember David Salazar, Jr.

Fern McClaugherty asked for a clarification on the changes.

Myra L. Ayala, City Manager stated every year the City of Edinburg presents the Classification and Compensation Plan, which describes the positions and compensation categories for all city staff.

Mayor Ramiro Garza, Jr. stated Ordinance amending the current Classification and Compensation Plan must be adopted in order for staff to be awarded the 3% cost of living increase.

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Jason De Leon, Councilmember Daniel “Dan” Diaz, Councilmember David Salazar, Jr., and Councilmember Gerardo Lozano

ABSENT: None

NAYS: None

ABSTAIN: None

The motion to Approve carried.

- E. Consider Ordinance Amending the Code of Ordinances of the City of Edinburg, Texas at Title III, Administration, Chapter 30, Administrative Code, Section 30.073 to Provide Changes to the Civil Service Classification and Compensation Plans. [Erica A. Balli, Director of Human Resources/Civil Service]

MOTION: Councilmember David Salazar, Jr. to Approve Ordinance Amending the Code of Ordinances of the City of Edinburg, Texas at Title III, Administration, Chapter 30, Administrative Code, Section 30.073 to Provide Changes to the Civil Service Classification and Compensation Plans.

SECOND: Councilmember Daniel “Dan” Diaz

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Jason De Leon, Councilmember Daniel “Dan” Diaz, Councilmember David Salazar, Jr., and Councilmember Gerardo Lozano

ABSENT: None

NAYS: None

ABSTAIN: None

The motion to Approve carried.

- F. Consider Ordinance Amending the Authorized Strength and Classifications of the City of Edinburg Police Officers. [Erica A. Balli, Director of Human Resources/Civil Service]

MOTION: Councilmember Daniel “Dan” Diaz to Approve Ordinance Amending the Authorized Strength and Classifications of the City of Edinburg Police Officers.

SECOND: Councilmember David Salazar, Jr.

Mayor Ramiro Garza, Jr. asked if the Meet and Confer had to be amended as well.

Myra L. Ayala, City Manager stated it was a strength ordinance that would reclassify the sergeant position but the Meet and Confer would not need to be amended.

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Jason De Leon, Councilmember Daniel “Dan” Diaz, Councilmember David Salazar, Jr., and Councilmember Gerardo Lozano

ABSENT: None

NAYS: None

ABSTAIN: None

The motion to Approve carried.

- G. Consider Ordinance Amending the Code of Ordinances of the City of Edinburg, Texas at Title III, Administration, Chapter 30, Administrative Code, Section 30.041, to Update Contributions by the City. [Erica A. Balli, Director of Human Resources/Civil Service]**

MOTION: Councilmember David Salazar, Jr. to Approve Ordinance Amending the Code of Ordinances of the City of Edinburg, Texas at Title III, Administration, Chapter 30, Administrative Code, Section 30.041, to Update Contributions by the City.

SECOND: Councilmember Gerardo Lozano

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Jason De Leon, Councilmember Daniel “Dan” Diaz, Councilmember David Salazar, Jr., and Councilmember Gerardo Lozano

ABSENT: None

NAYS: None

ABSTAIN: None

The motion to Approve carried.

- H. Consider Ordinance Amending the Code of Ordinances of the City of Edinburg, Texas at Title III, Administration, Chapter 30, Administrative Code, Section 30.006, Section 30.009, and 30.016, to Update the Structural Organization of the City. [Erica A. Balli, Director of Human Resources/Civil Service]**

MOTION: Councilmember David Salazar, Jr. to Approve Ordinance Amending the Code of Ordinances of the City of Edinburg, Texas at Title III, Administration, Chapter 30, Administrative Code, Section 30.006, Section 30.009, and 30.016, to Update the Structural Organization of the City.

SECOND: Councilmember Daniel “Dan” Diaz

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Jason De Leon, Councilmember Daniel

“Dan” Diaz, Councilmember David Salazar, Jr., and Councilmember Gerardo Lozano

ABSENT: None

NAYS: None

ABSTAIN: None

The motion to Approve carried.

10. AWARDING OF BID

- A. Consider Authorizing the Purchase of Two New Pierce Custom Enforcer Pumpers through Contract No. HGAC FS12-23 (Fire) from Siddons Martin Emergency Group, LLC in the Amount of \$2,021,258. [Omar Garza, Fire Chief]**

MOTION: Councilmember David Salazar, Jr. to Approve Authorizing the Purchase of Two New Pierce Custom Enforcer Pumpers through Contract No. HGAC FS12-23 (Fire) from Siddons Martin Emergency Group, LLC in the Amount of \$2,021,258.

SECOND: Councilmember Daniel “Dan” Diaz

Omar Garza, Fire Chief stated these two new trucks would be replacing Engine 1 and Engine 3, which have been very problematic from day one. He said the trucks take 36 months to build therefore it is very important to order them now because they will increase in price in October. Chief Garza stated Pierce Manufacturing has been their go to for most of their engines.

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Jason De Leon, Councilmember Daniel “Dan” Diaz, Councilmember David Salazar, Jr., and Councilmember Gerardo Lozano

ABSENT: None

NAYS: None

ABSTAIN: None

The motion to Approve carried.

11. CONTRACTUALS

- A. Consider Authorizing the City Manager to Enter Into a Professional Services Agreement for RFQ No. 2025-004, Professional Engineering Services for Lift Station No. 4 and Sewer Line Upgrades, Between the City of Edinburg and Supreme Engineering, PLLC in the Amount Not to Exceed \$550,000.00, Pursuant to the City's Ordinances and Procurement Policies. [Gerardo Carmona Jr., P.E., Director of Utilities]**

MOTION: Councilmember David Salazar, Jr. to Approve Authorizing the City Manager to Enter Into a Professional Services Agreement for RFQ No. 2025-004, Professional Engineering Services for Lift Station No. 4 and Sewer Line Upgrades, Between the City

of Edinburg and Supreme Engineering, PLLC in the Amount Not to Exceed \$550,000.00, Pursuant to the City's Ordinances and Procurement Policies.

SECOND: Councilmember Gerardo Lozano

Fern McClaugherty would like a description of where this is at and what areas this would cover because she had previously presented pictures of Chapin and McColl and she would like to ensure that this would address the issues in all that area.

Gerardo Carmona Jr., Director of Utilities stated this project would upgrade the existing lift station located on Sugar Road and MonMack Road. He said the project would also include sewer line upgrades downstream all the way to the sewer plant. Mr. Carmona stated the ultimate service area for this lift station is the biggest lift station in the City covering about 8,000 acres. He said that lift station picks up a major area from Schunior St., Monte Cristo on the west side past the City limits, and all the way to the waste water treatment plant. Mr. Carmona stated this design is that it can handle future development.

There was no further discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Jason De Leon, Councilmember Daniel “Dan” Diaz, Councilmember David Salazar, Jr., and Councilmember Gerardo Lozano

ABSENT: None

NAYS: None

ABSTAIN: None

The motion to Approve carried.

- B. Consider Authorizing the City Manager to Enter Into a Professional Services Agreement Between the City of Edinburg and Work Shield in the Amount of \$36,000 and Execute All Documents Related Thereto. [Erica A. Balli, Director of Human Resources/Civil Service]**

MOTION: Councilmember David Salazar, Jr. to Approve Authorizing the City Manager to Enter Into a Professional Services Agreement Between the City of Edinburg and Work Shield in the Amount of \$36,000 and Execute All Documents Related Thereto.

SECOND: Mayor Pro Tem Jason De Leon

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Jason De Leon, Councilmember Daniel “Dan” Diaz, Councilmember David Salazar, Jr., and Councilmember Gerardo Lozano

ABSENT: None

NAYS: None

ABSTAIN: None

The motion to Approve carried.

- C. Consider Authorizing the City Manager to Execute a Dedication Agreement Pending Approval of Final Alignment and Subject to Final Legal Review for an Easement for Electrical Distribution Lines to Magic Valley Electric Cooperative at the Edinburg Regional Sanitary Landfill, and Authorize the Installation and Removal of Existing Overhead Lines to Facilitate the Installation of Underground Facilities for Continued Landfill Development In the Amount of \$151,565.52. [Ramiro L. Gomez, Jr., Director of Solid Waste Management]

MOTION: Councilmember David Salazar, Jr. to Approve Authorizing the City Manager to Execute a Dedication Agreement Pending Approval of Final Alignment and Subject to Final Legal Review for an Easement for Electrical Distribution Lines to Magic Valley Electric Cooperative at the Edinburg Regional Sanitary Landfill, and Authorize the Installation and Removal of Existing Overhead Lines to Facilitate the Installation of Underground Facilities for Continued Landfill Development In the Amount of \$151,565.52.

SECOND: Councilmember Daniel “Dan” Diaz

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Jason De Leon, Councilmember Daniel “Dan” Diaz, Councilmember David Salazar, Jr., and Councilmember Gerardo Lozano

ABSENT: None

NAYS: None

ABSTAIN: None

The motion to Approve carried.

12. ECONOMIC DEVELOPMENT

- A. Consider Approval of the Edinburg EDC Fiscal Year 2025-2026 Program of Work and Budget. [Raudel Garza, Edinburg EDC Executive Director]

MOTION: Councilmember David Salazar, Jr. to Approve the Edinburg EDC Fiscal Year 2025-2026 Program of Work and Budget.

SECOND: Mayor Pro Tem Jason De Leon

Raudel Garza, Edinburg EDC Executive Director stated the Program of Work is a continuation of the work that they have been doing the last few years. Some of the key priorities for the next six months will be finalizing the development of the Workforce Resource Center, continue working on Downtown and Midtown improvements, enhancing and expanding the industrial development, pursuing entertainment and retail

opportunities for improve quality of life, promoting partnerships with educational institutions to develop the workforce, identifying key back office development opportunities, assisting small businesses with a variety of tools, solidifying the organization with proper planning and staffing for long term success.

Mayor Ramiro Garza, Jr. asked if this budget include funding for the small business Lyft Fund.

Mr. Raudel Garza stated the budget does include an additional \$ 400,000 for round three of Flip which is the facade and lot improvement program. He said they have gone through about 80 businesses so far that have benefited from façade improvement grants and parking lot improvement grants. He stated for the Lyft Fund they have also set aside \$100,000 a year for the last two years and they continue to expand their services to where they will now be starting the Coffmen series with UTRGV and a small business development center. Mr. Garza stated once they move to the transit center they will have the space to conduct the classes there. He said they also have the opportunity to expand on other programs for start-up grants.

Councilmember Daniel “Dan” Diaz stated he was proud of the Flip Program, he said he was there to champion it and get it going. He stated it was designed to help businesses that do not have the money to make those improvements. Councilmember Diaz asked that the board discuss lowering some of the restrictions because some businesses do not apply because of the qualifications, like the amount of insurance or the lack thereof because they cannot afford it but could really use the grant money to help improve their business.

There was no further discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Jason De Leon, Councilmember Daniel “Dan” Diaz, Councilmember David Salazar, Jr., and Councilmember Gerardo Lozano

ABSENT: None

NAYS: None

ABSTAIN: None

The motion to Approve carried.

13. APPOINTMENTS

- A. Consider Appointments to the Following City Advisory Boards, Councils, Commissions and Committees: Cultural Activities Board, One Member; Public Library Board, One Member; Zoning Board of Adjustment, Five Members and Four Alternates. [Clarice Y. Balderas, City Secretary]
Cultural Activities Advisory Board (1 member)

MOTION: Councilmember David Salazar, Jr. to Reappoint Dr. Jeffery Ward to the Cultural Activities Advisory Board.

SECOND: Councilmember Daniel “Dan” Diaz

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Jason De Leon, Councilmember Daniel “Dan” Diaz, Councilmember David Salazar, Jr., and Councilmember Gerardo Lozano

ABSENT: None

NAYS: None

ABSTAIN: None

The motion to Approve carried.

Public Library Board (1 member)

MOTION: Councilmember David Salazar, Jr. to Appoint Rachael McCauley Wylie to the Public Library Board.

SECOND: Councilmember Daniel “Dan” Diaz

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Jason De Leon, Councilmember Daniel “Dan” Diaz, Councilmember David Salazar, Jr., and Councilmember Gerardo Lozano

ABSENT: None

NAYS: None

ABSTAIN: None

The motion to Approve carried.

Zoning Board of Adjustment (5 members and 4 alternates)

NO ACTION

Mayor Ramiro Garza, Jr. stated he had asked if it was possible that they could all be voting members.

Josephine Ramirez Solis, City Attorney stated the original authority for the Zoning Board derives from the Local Government Code, and here in the Code of Ordinances the City defers it to the UDC. She said the UDC establishes the makeup of the board as well as the total number of members and which ones are members and which ones are alternates. Ms. Solis stated the issue arises if you do increase the number to all voting there are some items that need a super majority. This would make it for a difficult time having action if you do

not have all members present and that is why the City established the system to have alternates.

Jaime Acevedo, Director of Planning and Zoning stated this board normally meets once a month and the attendance is always good.

Councilmember Daniel “Dan” Diaz asked if alternate members jump into a voting seat when quorum is not met.

Mr. Acevedo stated the role of an alternate is to vote whenever there is an absence, he said they keep a list of the first alternate, and second alternate. If there is one absence the first alternate gets to jump in and vote on the item.

Ms. Solis stated if the Council does decide to amend the ordinance it would need to go to Planning and Zoning first, and a Public Hearing would be needed for the modifying of the UDC Code before it comes back to the Council. Ms. Solis added alternate members do participate in the meeting they just do not vote.

Mayor Pro Tem Jason De Leon stated he has been a part of that board and he thinks it is important to keep the alternates, because this board is good but no one knows what the next group will be like and will they have issues making quorum.

Mayor Ramiro Garza, Jr. stated the issue is that some of the members have not been notified properly of what their position is. One day they show up vote and then they come to another meeting they try to vote and they are told no you cannot vote, but they had been voting for a few meetings and that’s where the confusions arises.

14. CONSENT AGENDA

- A. Consider Authorizing the City Manager to Enter Into a Job Task Order No. 1 with Rio Delta Engineering for the South Texas International Airport at Edinburg’s Master Plan Northeast Development Area in the Amount Not to Exceed \$40,000.00 and Execute Any Documents Related Thereto Pursuant to City of Edinburg Ordinances and Procurement Policies. [Tomas D. Reyna, Assistant City Manager]

MOTION: Councilmember David Salazar, Jr. to Approve Authorizing the City Manager to Enter Into a Job Task Order No. 1 with Rio Delta Engineering for the South Texas International Airport at Edinburg’s Master Plan Northeast Development Area in the Amount Not to Exceed \$40,000.00 and Execute Any Documents Related Thereto Pursuant to City of Edinburg Ordinances and Procurement Policies.

SECOND: Councilmember Daniel “Dan” Diaz

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Jason De Leon, Councilmember Daniel “Dan” Diaz, Councilmember David Salazar, Jr., and Councilmember Gerardo Lozano

ABSENT: None

NAYS: None

ABSTAIN: None

The motion to Approve carried.

- B. Consider Authorizing the City Manager to Enter Into a Waterline Access Agreement with Sharyland Water Supply Corporation to Provide Fire Protection Services to The Divine Apartments Subdivision. [Gerardo Carmona, Jr., P.E., Director of Utilities]**

MOTION: Councilmember David Salazar, Jr. to Approve Authorizing the City Manager to Enter Into a Waterline Access Agreement with Sharyland Water Supply Corporation to Provide Fire Protection Services to The Divine Apartments Subdivision.

SECOND: Councilmember Daniel “Dan” Diaz

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Jason De Leon, Councilmember Daniel “Dan” Diaz, Councilmember David Salazar, Jr., and Councilmember Gerardo Lozano

ABSENT: None

NAYS: None

ABSTAIN: None

The motion to Approve carried.

- C. Consider Authorizing the City Manager to Enter Into a Counter-Part Agreement with North Alamo Water Supply Corporation (NAWSC) and a Two-Party Contract with The Centre Offices, LLC to Provide Water Service to Enclave on Closner Subdivision and Execute any Other Documents Related Thereto. [Gerardo Carmona Jr., P.E., Director of Utilities]**

MOTION: Councilmember David Salazar, Jr. to Approve Authorizing the City Manager to Enter Into a Counter-Part Agreement with North Alamo Water Supply Corporation (NAWSC) and a Two-Party Contract with The Centre Offices, LLC to Provide Water Service to Enclave on Closner Subdivision and Execute any Other Documents Related Thereto.

SECOND: Councilmember Daniel “Dan” Diaz

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Jason De Leon, Councilmember Daniel “Dan” Diaz, Councilmember David Salazar, Jr., and Councilmember Gerardo Lozano

ABSENT: None

NAYS: None

ABSTAIN: None

The motion to Approve carried.

- D. Consider Authorizing the Renewal of a Thirty-Six (36) Month Term of a Mass Text Messaging System (CodeRED), Through Onsolve Under the General Services Administration GSA GS-35F-0253W in the Amount of \$54,050.13 and Authorize City Manager to Execute Any Documents Related Thereto. [Daniel Vera, Director of Information Technology]**

MOTION: Councilmember David Salazar, Jr. to Approve Authorizing the Renewal of a Thirty-Six (36) Month Term of a Mass Text Messaging System (CodeRED), Through Onsolve Under the General Services Administration GSA GS-35F-0253W in the Amount of \$54,050.13 and Authorize City Manager to Execute Any Documents Related Thereto.

SECOND: Councilmember Daniel “Dan” Diaz

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Jason De Leon, Councilmember Daniel “Dan” Diaz, Councilmember David Salazar, Jr., and Councilmember Gerardo Lozano

ABSENT: None

NAYS: None

ABSTAIN: None

The motion to Approve carried.

- E. Consider Approving the Fiscal Year 2024-2025 Budget Transfers for the Hotel Occupancy Tax Fund, General Fund, Los Lagos Golf Club Fund, Solid Waste Management Fund, and Utility Fund. [Ascencion Alonzo, Director of Finance]**

MOTION: Councilmember Daniel “Dan” Diaz to Approve the Fiscal Year 2024-2025 Budget Transfers for the Hotel Occupancy Tax Fund, General Fund, Los Lagos Golf Club Fund, Solid Waste Management Fund, and Utility Fund.

SECOND: Councilmember David Salazar, Jr.

Fern McClaugherty would like an explanation.

Ascencion Alonzo, Director of Finance stated during the budget process the department project cost that will be incurred in the future and some of the cost end up higher than

what was budgeted so they need a transfer of funds. Other examples would be like Parks and Recreation Department has a team that makes it to state and to the finals and that would be an additional cost so transfers are made for that. Mr. Alonzo stated sometimes a department ends up with a savings but there are other improvements that are needed so those savings are transferred and there are no additional appropriations the budget is within the department and funds are just moved from one line item to another.

There was no further discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Jason De Leon, Councilmember Daniel “Dan” Diaz, Councilmember David Salazar, Jr., and Councilmember Gerardo Lozano

ABSENT: None

NAYS: None

ABSTAIN: None

The motion to Approve carried.

- F. Consider Resolution Authorizing the City Manager to Enter Into a Fiscal Year 2025-2026 Routine Airport Maintenance Program (RAMP) Grant Agreement with Texas Department of Transportation Aviation Division (TxDOT), Whereby City of Edinburg May be Eligible for Up to \$100,000.00 Reimbursement of Eligible Airport FY 2026 Budgeted Maintenance and Projects Expenditures. [Eddie Velarde, Director of Aviation]

MOTION: Councilmember David Salazar, Jr. to Approve Resolution Authorizing the City Manager to Enter Into a Fiscal Year 2025-2026 Routine Airport Maintenance Program (RAMP) Grant Agreement with Texas Department of Transportation Aviation Division (TxDOT), Whereby City of Edinburg May be Eligible for Up to \$100,000.00 Reimbursement of Eligible Airport FY 2026 Budgeted Maintenance and Projects Expenditures.

SECOND: Councilmember Daniel “Dan” Diaz

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Jason De Leon, Councilmember Daniel “Dan” Diaz, Councilmember David Salazar, Jr., and Councilmember Gerardo Lozano

ABSENT: None

NAYS: None

ABSTAIN: None

The motion to Approve carried.

- G. Consider Authorizing the City Manager to Execute a Memorandum of Understanding

Between the City of Edinburg and Hidalgo County Constable Precinct 4 for One-Day Temporary Use of a Portion of the Race Track Leasehold at South Texas International Airport at Edinburg. [Eddie Velarde, Director of Aviation]

MOTION: Councilmember David Salazar, Jr. to Approve Authorizing the City Manager to Execute a Memorandum of Understanding Between the City of Edinburg and Hidalgo County Constable Precinct 4 for One-Day Temporary Use of a Portion of the Race Track Leasehold at South Texas International Airport at Edinburg.

SECOND: Councilmember Daniel “Dan” Diaz

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Jason De Leon, Councilmember Daniel “Dan” Diaz, Councilmember David Salazar, Jr., and Councilmember Gerardo Lozano

ABSENT: None

NAYS: None

ABSTAIN: None

The motion to Approve carried.

- H.** Consider Authorizing the City Manager to Execute an Amendment to the Lease Agreement Between the City of Edinburg and the Department of Public Safety Aviation Division (DPS) Contract No. 405-15-P000768 for the Lease of Aircraft Hangars 3 and 4 at the South Texas International Airport at Edinburg for an Extended Term of September 01, 2025 Through November 30, 2025. [Eddie Velarde, Director of Aviation]

MOTION: Councilmember David Salazar, Jr. to Approve Authorizing the City Manager to Execute an Amendment to the Lease Agreement Between the City of Edinburg and the Department of Public Safety Aviation Division (DPS) Contract No. 405-15-P000768 for the Lease of Aircraft Hangars 3 and 4 at the South Texas International Airport at Edinburg for an Extended Term of September 01, 2025 Through November 30, 2025.

SECOND: Councilmember Daniel “Dan” Diaz

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Jason De Leon, Councilmember Daniel “Dan” Diaz, Councilmember David Salazar, Jr., and Councilmember Gerardo Lozano

ABSENT: None

NAYS: None

ABSTAIN: None

The motion to Approve carried.

- I. Consider Authorizing the Disposition of Approximately 44 Cubic Feet (Boxes of Letter Size Records) of Non-Vital City Records in Accordance with City's Records Management Program and the Texas State Library and Archives Commission Local Records Retention Schedules. [Clarice Y. Balderas, City Secretary]**

MOTION: Councilmember David Salazar, Jr. to Approve Authorizing the Disposition of Approximately 44 Cubic Feet (Boxes of Letter Size Records) of Non-Vital City Records in Accordance with City's Records Management Program and the Texas State Library and Archives Commission Local Records Retention Schedules.

SECOND: Councilmember Daniel "Dan" Diaz

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Jason De Leon, Councilmember Daniel "Dan" Diaz, Councilmember David Salazar, Jr., and Councilmember Gerardo Lozano

ABSENT: None

NAYS: None

ABSTAIN: None

The motion to Approve carried.

- J. Consider Approving the City Council Minutes for the following: 2025 Regular Meetings: July 12, 2025, August 04, 2025, and August 19, 2025. [Clarice Y. Balderas, City Secretary]**

MOTION: Councilmember David Salazar, Jr. to Approve the City Council Minutes for the following: 2025 Regular Meetings: July 12, 2025, August 04, 2025, and August 19, 2025.

SECOND: Councilmember Daniel "Dan" Diaz

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Jason De Leon, Councilmember Daniel "Dan" Diaz, Councilmember David Salazar, Jr., and Councilmember Gerardo Lozano

ABSENT: None

NAYS: None

ABSTAIN: None

The motion to Approve carried.

15. OTHER BUSINESS:

- A. Future Items Requested by City Council. [Myra L. Ayala, City Manager]
None

- B. Consider Canceling or Rescheduling the Tuesday, November 04, 2025, Regular City Council Meeting to Monday, November 03, 2025. [Clarice Y. Balderas, City Secretary]

MOTION: Councilmember David Salazar, Jr. to Approve Rescheduling the Tuesday, November 04, 2025, Regular City Council Meeting to Wednesday, November 05, 2025.

SECOND: Mayor Pro Tem Jason De Leon

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Jason De Leon, Councilmember Daniel “Dan” Diaz, Councilmember David Salazar, Jr., and Councilmember Gerardo Lozano

ABSENT: None

NAYS: None

ABSTAIN: None

The motion to Approve carried.

16. EXECUTIVE SESSION

MOTION: Councilmember David Salazar, Jr. to convene into Executive Session.

SECOND: Councilmember Gerardo Lozano

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Jason De Leon, Councilmember Daniel “Dan” Diaz, Councilmember David Salazar, Jr., and Councilmember Gerardo Lozano

ABSENT: None

NAYS: None

ABSTAIN: None

The motion to Approve carried.

Mayor Ramiro Garza, Jr. convened into Executive Session at 7:43 p.m.

OPEN SESSION

MOTION: Councilmember David Salazar, Jr. to convene into Open Session.

SECOND: Mayor Pro Tem Jason De Leon

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Jason De Leon, Councilmember Daniel “Dan” Diaz, Councilmember David Salazar, Jr., and Councilmember Gerardo Lozano

ABSENT: None

NAYS: None

ABSTAIN: None

The motion to Approve carried.

Mayor Ramiro Garza, Jr. Reconvened into Open Session and stated no action was taken in Executive Session.

- A. Consultation with City Attorney. (§551.071. Consultation with Attorney; Closed Meeting; §551.087)

NO ACTION

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

MOTION: Councilmember David Salazar, Jr. to Approve Authorizing the City Manager and the City Attorney to negotiate an agreement on the terms and conditions as discussed in Executive Session.

SECOND: Councilmember Gerardo Lozano

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Jason De Leon, Councilmember Daniel “Dan” Diaz, Councilmember David Salazar, Jr., and Councilmember Gerardo Lozano

ABSENT: None

NAYS: None

ABSTAIN: None

The motion to Approve carried.

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

MOTION: Mayor Pro Tem Jason De Leon to Approve Project Olaf an Economic

Development agreement on Project Olaf.
SECOND: Councilmember David Salazar, Jr.

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Jason De Leon, Councilmember Daniel “Dan” Diaz, Councilmember David Salazar, Jr., and Councilmember Gerardo Lozano

ABSENT: None

NAYS: None

ABSTAIN: None

The motion to Approve carried.

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

MOTION: Councilmember David Salazar, Jr. to Approve An Economic Development Agreement On Project Caffeine.

SECOND: Councilmember Gerardo Lozano

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Jason De Leon, Councilmember Daniel “Dan” Diaz, Councilmember David Salazar, Jr., and Councilmember Gerardo Lozano

ABSENT: None

NAYS: None

ABSTAIN: None

The motion to Approve carried.

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

MOTION: Councilmember David Salazar, Jr. to Approve An Economic Development Agreement On Project Store.

SECOND: Mayor Pro Tem Jason De Leon

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Jason De Leon, Councilmember Daniel “Dan” Diaz, Councilmember David Salazar, Jr., and Councilmember Gerardo Lozano

ABSENT: None

NAYS: None

ABSTAIN: None

The motion to Approve carried.

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

MOTION: Councilmember Gerardo Lozano to Approve An Economic Development Agreement On Project Expedition.

SECOND: Mayor Pro Tem Jason De Leon

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Jason De Leon, Councilmember Daniel “Dan” Diaz, Councilmember David Salazar, Jr., and Councilmember Gerardo Lozano

ABSENT: None

NAYS: None

ABSTAIN: None

The motion to Approve carried.

- G. Consultation with City Attorney regarding pending litigation matters - C-3523-23-F; Texas Cordia v. COE. (§551.071. Consultation with Attorney; Closed Meeting; §551.087)

MOTION: Councilmember David Salazar, Jr. to Approve Authorizing the City Attorney and the City Manager to proceed as directed as discussed in Executive Session.

SECOND: Councilmember Gerardo Lozano

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Jason De Leon, Councilmember Daniel “Dan” Diaz, Councilmember David Salazar, Jr., and Councilmember Gerardo Lozano

ABSENT: None

NAYS: None

ABSTAIN: None

The motion to Approve carried.

- H. 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)**
NO ACTION

17. ADJOURNMENT

MOTION: Mayor Pro Tem Jason De Leon to Adjourn the meeting.

SECOND: Councilmember David Salazar, Jr.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Jason De Leon, Councilmember Daniel “Dan” Diaz, and Councilmember David Salazar, Jr. and Councilmember Gerardo Lozano

ABSENT: None

NAYS: None

ABSTAIN: None

The motion to Approve carried.

Mayor Ramiro Garza, Jr. Adjourned the meeting.

CITY OF EDINBURG

Ramiro Garza, Jr., Mayor

ATTEST:

Clarice Y. Balderas, City Secretary

City Council Approval: _____



MINUTES OF THE EDINBURG CITY COUNCIL REGULAR MEETING

CITY OF EDINBURG, HIDALGO COUNTY, TEXAS

Location: Edinburg City Hall-Council Chambers

415 West University Dr.

Edinburg, Texas 78541

OCTOBER 7, 2025

6:00 PM

Mayor Ramiro Garza, Jr. called the meeting to order at 6:00 p.m.

PRESENT:

Ramiro Garza, Jr.	Mayor
Jason De Leon	Mayor Pro Tem
Daniel “Dan” Diaz	Councilmember Place 1
Gerardo Lozano	Councilmember Place 4
Myra L. Ayala	City Manager
Clarice Y. Balderas	City Secretary
Josephine Ramirez Solis	City Attorney

LATE:

David Salazar, Jr.	Councilmember Place 3 (7:45 p.m.)
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1. CALL TO ORDER, ESTABLISH QUORUM

- A.** Prayer by Pastor Joe Rodriguez, Vertical Community Church.
- B.** Pledge of Allegiance by Mayor Ramiro Garza, Jr.

2. CERTIFICATION OF PUBLIC NOTICE

Mayor Ramiro Garza, Jr. verified the City Secretary’s posting of the City Council meeting and its compliance as required by the Texas Open Meetings Act. The notice was posted on October 01, 2025 at 6:40 p.m.

3. DISCLOSURE OF CONFLICT OF INTEREST

City Attorney Josephine Ramirez Solis stated under State Law a conflict of interest exists if a Councilmember or a certain member of that Councilmember’s family has a qualifying financial interest in any agenda item. Members with a conflict of interest cannot participate in the discussion nor vote on that agenda item.

Josephine Ramirez Solis, City Attorney asked Mayor and Councilmembers if there were any known conflict of interest to disclose at that time.

There were no conflict of interests presented.

4. CITY MANAGER'S REPORT

A. City of Edinburg Events:

- **3rd Annual Homestead Exemption Registration:**
Myra L. Ayala, City Manager stated they have had this event in the past and they will be partnering up with the Hidalgo County Appraisal District again. She said this event is to help the residents register. The event will be held on Wednesday, October 15, 2025, at the Edinburg ACE Center from 3:00 p.m. to 7:00 p.m. She stated the Hidalgo County Appraisal District staff will be available to answer questions about the Homestead exemptions and the process. Ms. Ayala stated staff from the Edinburg Grants Department will also be present offering their assistance. She said residents must bring their Texas Drivers License, or ID that corresponds to the property claimed in the Homestead Exemption application.
- **5th Annual World Birding Center Spooktacular:**
Myra L. Ayala, City Manager stated the Edinburg World Birding Center will be hosting the 5th Annual Spooktacular event on Saturday, October 18, 2025, from 6:00 p.m. to 9:00 p.m. at the Edinburg Scenic Wet Lands. She said the free family friendly event will feature arts and crafts, free candy, games and local vendors.
- **25th Annual Halloween Fall Festival:**
Myra L. Ayala, City Manager stated the Parks and Recreation Department invites everyone to the 25th Annual Halloween Fall Festival on Thursday, October 23, 2025, from 6:00 p.m. to 9:00 p.m. at the Municipal Park, she stated this is a long standing community favorite featuring a trunk or treat, costume contest, school and youth performances, games, prizes and on site vendors.

5. PROCLAMATIONS/RECOGNITIONS

A. Presentation of a Proclamation Recognizing Rolland Hugh Pursley, Edinburg Volunteer Firefighter, for His Continued Years of Service to His Community and the City of Edinburg. [Omar Garza, Fire Chief]

Clarice Y. Balderas, City Secretary read the proclamation aloud.

Rolland Hugh Pursley thanked everyone for the recognition. He stated he entered this venture when he was still a senior in high school. He said it does not feel like a job to him and he will continue to do what he can as a volunteer.

Mayor Ramiro Garza, Jr. stated he knows Mr. Pursley as RH, he said as stated on the proclamation he has been serving for five decades. Mayor Ramiro Garza, Jr. thanked Mr. Pursley on behalf of himself, the Council, and prior administration for his continued years of service to the City of Edinburg. He said many are not aware that this used to be 100% volunteer fire department but the city has evolved and now a big city so now it has a very

large paid fire department, but it did start with volunteer firefighters like Mr. Pursley and others that just want to serve and protect the City. Mayor Ramiro Garza, Jr. stated this is not a retirement and he thanked Mr. Pursley for his many years of continued service. He said he had one request that they bring back the barbeque they had for the volunteer firefighters.

B. Presentation of Proclamation Recognizing October 13–17, 2025 as Texas Chamber of Commerce Week. [Clarice Y. Balderas, City Secretary]

Clarice Y. Balderas, City Secretary read the proclamation aloud.

Ronnie Larralde, Executive Director of the Edinburg Chamber of Commerce stated the chamber's board has thirteen members and they represent over 900 businesses. He said in November they would be celebrating 100 years of serving the community, he stated for a century they have proudly served as the voice of the business community. Championing growth, fostering coloration, and driving economic progress in the City of Edinburg. Mr. Larralde stated this milestone is a reflection of the dedication of the members, the business leaders, volunteers, and community partners who have made their mission possible. He thanked the City of Edinburg and the community for the continued trust and partnership.

Mayor Ramiro Garza, Jr. thanked Mr. Larralde, the Edinburg Chamber of Commerce staff and the board members for everything they do for the community.

Councilmember Daniel "Dan" Diaz congratulated the Chamber of Commerce for receiving the Monitor's Reader's Choice Award.

6. PUBLIC COMMENTS

Fern McClaugherty: Ms. McClaugherty stated the Council is not paying attention to the needs of the people. She said the people need and want lower taxes, more spending equals higher taxes and less money for family needs. Ms. McClaugherty stated sixty thousand property owners submitted protests this years and the review process is still underway. She said the public strategy is to keep voting for new members until they get the message no more spending. The existing members are committed to selling bonds to cover the increase cost of the parking garage, infrastructure, a new library, and past commitments. Ms. McClaugherty stated in reference to the city growth the most important issue is not infrastructure it is water. She the City has made significant investments in community wants and not needs. She said the City Council is not good at making deals that improve the lives of the people and the lack of transparency is why they are suggesting the people vote for someone else beside the existing members. Ms. McClaugherty asked for continued prayers for Israel.

Ricardo Gomez: Mr. Gomez stated in the past ten years the City has seen a significant growth and he has noticed the increased issues of homelessness and the population growth. He feels it needs to be addressed before the cycles become ingrained in the City. Mr. Gomez stated he too does not like paying more taxes for things like infrastructure

but everyone needs to recognize the needs of the homeless, the orphan, the widow, and putting aside religion, and governmental beliefs everyone should still be considerate of those that are in need.

Maria Kanto: Ms. Kanto stated the resident at 3305 Audrey Lane is running a salon out of her home since the pandemic. She stated she has reported this to the city's code enforcement and the resident has denied working. Ms. Kanto stated Mr. Saavedra from Code Enforcement told her that the resident was working towards meeting the City's requirements, but in the UDC it states no business can be conducted out of a residence. She said it is the responsibility of the Council to ensure the rules are enforced.

Bill Carlson, Friends of Ebony Hills Golf Course: Mr. Carlson stated as of September 30, 2025, Ebony Hills Golf Course has generated \$500,848, this being an increase of 37.8 %. He said going back to the five year plan implemented this year revenues were slightly short but it is coming along and with the improvements being done have shown to be a great investment. Mr. Carlson stated soon the golf course would pay for itself including all the improvements. He said Ebony is not just a municipal golf course; they have dozens of schools that use the property, the Fourth of July Texas Cook'Em, and the cross-country runners use Ebony as well. Mr. Carlson thanked everyone for all the support.

Marlon Garza, Melden & Hunt: Mr. Garza stated on Item 8A they are requesting an abandonment of about one acre of right of way, the right of way was originally dedicated through the ML Woods Subdivision recorded back in 1929. He said the portion that is being requested for abandonment is in the center along the south side boundary of the subdivision, the easement begins at forty feet and it reduces into twenty feet on the north side of the subdivision. Mr. Garza stated there are no other access streets to the east or the west and to the south side there is an existing drain ditch and on the north side there is an established subdivision.

Veronica Zamora: Mrs. Zamora's son stated they want to rezone the property from Residential to Agriculture use, he said it is eleven acres that they would like to use to bring in their show cattle. He stated they have no intention of using the property as residential they want to build some corrals and make hay bales.

Ronnie Larralde, Edinburg Chamber of Commerce: Mr. Larralde stated on November 1, 2025, at the Region One event center, they would be hosting their centennial celebration where they will be recognizing the past president, Ruben De Jesus and honoring Mr. Nick Cantu as the new president. Mr. Larralde stated they would also be recognizing the man of the year Mayor Ramiro Garza, Jr. and woman of the year Veronica Gonzalez from UTRGV. He said during this event they get to present the Chamber's accomplishments, they recognize the business leaders throughout the year. He invited everyone to join in the big celebration. Mr. Larralde stated the chamber focuses on membership service, leadership development, tourism, marketing the city, and the public affairs division. He said they have their public event series quarterly normally at the breakfast hour where they can come out and listen to a local officials, state legislators, healthcare, education, and any topic that concerns the community. Mr.

Larralde stated on Thursday, October 9th they would have mayor candidate forum at 9:00 a.m. at the conference center at Renaissance.

Obed Montoya: Mr. Montoya shared his condolences to Councilmember Gerardo Lozano. He congratulated Mayor Ramiro Garza, Jr. for being nominated man of the year. He said he was present to hand a letter to the City Attorney. It is in regards to the streetlights he has been requesting for the last ten years. Mr. Montoya stated every time he comes to a City Council Meeting he sees directors and staff all waiting around, he asked that their attendance at the meetings be voluntary because they all have family to go home to.

Carla Rodriguez: Ms. Rodriguez stated she owns lot 11 in Trenton Terrace and it is adjoining Jalpa Oaks Estates where the abandonment of the easement is being requested. She stated she is here opposing this request.

Dr. Nazanin Heydarian: Ms. Heydarian stated last week they observed a week without driving, during the week they reflected on how public transportation, and a strong network of sidewalk and bike paths are a lifeline for safety, healthy, economic prosperity, and the pursuit of happiness. She stated they also discussed ways they can improve and support the City's efforts the current transportation systems to improve them for the needs of the Rio Grande Valley. Dr. Heydarian was present in support of item 8B, the temporary closure for the "A Week Without Driving Pedestrian and Cycling Event" to be Held Sunday, October 12, 2025, modeled after Mexico City's, Paseo Dominical y Muevete en Bici, held every Sunday, turning Paseo de la Reforma into a car free zone for pedestrians, cyclists. Dr. Heydarian stated "A Week Without Driving Pedestrian and Cycling Event" will go past UTRGV, the transit center, City Hall, the ACE Center, South Texas Museum, and the County Court House. She thanked Mayor Ramiro Garza, Jr. for presenting them with a proclamation recognizing "A Week Without Driving", she thanked city staff for all their work with the planning and execution of this event. Dr. Heydarian thanked partners City of McAllen, Valley Metro, UTRGV, and Unidos Cantra el Diabetes for all their support and help.

7. PUBLIC HEARINGS

Mayor Ramiro Garza, Jr. declared the Public Hearing open for anyone wishing to speak on item A at 6:48 p.m. There being no comments Mayor Ramiro Garza, Jr. closed the Public Hearing at 6:49 p.m.

- A. 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, Primary (RP) District to Commercial, General (CG) District, Being Lots 11 and 12, Block 11, Country Club Place, Located at 1523 S. 10th Avenue, as Requested by Allan Mercado. [Jaime Acevedo, Director of Planning & Zoning]**

MOTION: Councilmember Daniel "Dan" Diaz to Approve the Ordinances Providing for the Comprehensive Plan Amendment from Auto Urban Uses to General, Commercial

Uses and the Rezoning Request from Residential, Primary (RP) District to Commercial, General (CG) District, Being Lots 11 and 12, Block 11, Country Club Place, Located at 1523 S. 10th Avenue, as Requested by Allan Mercado.

SECOND: Councilmember David Salazar, Jr.

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Jason De Leon, Councilmember Daniel “Dan” Diaz, and Councilmember David Salazar, Jr.

ABSENT: Councilmember Gerardo Lozano

NAYS: None

ABSTAIN: None

The motion to Approve carried.

8. ORDINANCES

- A. Consider Ordinance Providing for the Abandonment of Right-of-Way for a Tract of Land Containing 1.036 Acres Situated in the City of Edinburg, County of Hidalgo, Texas, Being a Part or Portion Out of Lots 31 and 32, The M.L. Woods Co. Tract No. 4 Subdivision, According to the Plat Thereof Recorded in Volume 5, Page 51, Hidalgo County Map Records, Located on the West Side of South Veterans Boulevard, as Requested by Melden & Hunt, Inc., and Authorize the City Manager to Execute all Documents Related Thereto. [Jaime Acevedo, Director of Planning & Zoning]

MOTION: Councilmember Daniel “Dan” Diaz to Remove the item from being Tabled.

SECOND: Councilmember David Salazar, Jr.

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Jason De Leon, Councilmember Daniel “Dan” Diaz, and Councilmember David Salazar, Jr.

ABSENT: Councilmember Gerardo Lozano

NAYS: None

ABSTAIN: None

The motion to Approve carried.

MOTION: Councilmember David Salazar, Jr. to Approve the Ordinance Providing for the Abandonment of Right-of-Way for a Tract of Land Containing 1.036 Acres Situated in the City of Edinburg, County of Hidalgo, Texas, Being a Part or Portion Out of Lots 31 and 32, The M.L. Woods Co. Tract No. 4 Subdivision, According to the Plat Thereof

Recorded in Volume 5, Page 51, Hidalgo County Map Records, Located on the West Side of South Veterans Boulevard, as Requested by Melden & Hunt, Inc., and Authorize the City Manager to Execute all Documents Related Thereto.

SECOND: Councilmember Daniel “Dan” Diaz

Councilmember Daniel “Dan” Diaz stated he moved to Table last meeting because there were no oppositions included in the packet but during the meeting, there was a concern. He said he drove through the area, made contact with the family who are in favor but there is a neighbor with some concerns.

Carla Rodriguez stated the notice was not sent to too many people, she said there is a circle of 5 neighbors and she has letters for four of the neighbors in opposition. Ms. Rodriguez stated there is an easement owned by the drainage district to go into the property. She said it was a beautiful area that she feels could be enjoyed by everyone and not just one resident. She stated there is an apartment development that with this abandonment would possibly be a fire hazard. Ms. Rodriguez stated she has reached out to the fire department she reached out to Solid Waste and asked how they would get to the dumpsters but they informed her that they would not service a private road. She said she got no reply from the school bus transportation either. She asked for a copy of a permit, she stated there is a fire hazard with this and actually, during the construction of the arena there was a fire. Ms. Rodriguez stated the right of way would be ideal for all the services like police, and fire. She said give this to someone who has many 2.5 acres lots and he pays less taxes than she does on her underdeveloped .75 of an acre.

Jaime Acevedo, Director of Planning & Zoning stated there is an easement on the north side just south of Leticia Street that belongs to the irrigation district, and the residents Ms. Rodriguez is referring do not need to use the access easement they have access through Leticia Street.

Mayor Ramiro Garza, Jr. stated the area in yellow is the 1.036 acres that is being requested be abandoned. He asked how a right of way ends up in the middle of a property.

Mr. Acevedo stated that is what is being requested and what Ms. Rodriguez is referring to is a caliche road that starts off Veterans Road and if the area is developed it will remain and in some areas it will even increase that easement to 30ft.

Marlon Garza, Melden and Hunt stated beside the irrigation easement on the north side, the irrigation district has a 20ft easement that runs east and west between Jalpa and Trenton Terrace, which is where the resident is referring. He said overlapping with the irrigation there is an existing portion that does not go all the way to the rear, but here is a 30ft. easement. Mr. Garza stated through the subdivision process for the Jalpa Development, south of that they would be dedicating an addition 20ft. all the way to the rear. Ultimately, when they decide to develop the rear five acres they will be able to a 50ft access easement or dedicated right of way at that time. Mr. Garza stated that area was a subdivision recorded in 1929, breaking up ten acre tracks but it was never used and neither portion of that right of way that is being abandon has been recognized by the MPO or the

City of Edinburg as therefore for future any future road expansions because it does not connect anywhere.

Councilmember Daniel “Dan” Diaz stated the access off of Veterans is a small dirt road is not in question here, what is in question is the old 1929, dedicated right of way.

Mayor Ramiro Garza, Jr. stated the 1.036 acres on the request does it include the south side, and there is a process the City follows on abandonments is this following that process?

Josephine R. Solis, City Attorney stated there is no specific ordinance in place on how to follow an abandonment process; it is at the discretion of the Council. She stated the request was reviewed before being presented to the Council.

Mr. Acevedo stated they received a letter from Esmeralda Mendez the property owner and she states she is in support of the abandonment request and stated a representative has no authority over lot 31 and the family does not endorse, common or involve themselves with Ms. Carla Rodriguez.

Councilmember David Salazar, Jr. stated for the record the easement Ms. Rodriguez is talking about is not in reference to this item, therefore he would ask that they move on and take a vote.

There was no further discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Jason De Leon, Councilmember Daniel “Dan” Diaz, and Councilmember David Salazar, Jr.

ABSENT: Councilmember Gerardo Lozano

NAYS: None

ABSTAIN: None

The motion to Approve carried.

- B. Consider Ordinance Providing for a Temporary Special Use Permit and Resolution Approving the Temporary Closure for the “A Week Without Driving Pedestrian and Cycling Event” to be Held Sunday, October 12, 2025, with a Route Commencing at the Northeast Corner of 4th Avenue and University Drive to Conclude at the Intersection of 16th Avenue and University Drive from 8:00 a.m. to 10:30 a.m. as Requested by Dr. Nazanin Heydarian. [Jaime Acevedo, Director of Planning and Zoning]**

MOTION: Councilmember Daniel “Dan” Diaz to Approve the Ordinance Providing for a Temporary Special Use Permit and Resolution Approving the Temporary Closure for the “A Week Without Driving Pedestrian and Cycling Event” to be Held Sunday, October 12, 2025, with a Route Commencing at the Northeast Corner of 4th Avenue and

University Drive to Conclude at the Intersection of 16th Avenue and University Drive from 8:00 a.m. to 10:30 a.m. as Requested by Dr. Nazanin Heydarian.

SECOND: Councilmember David Salazar, Jr.

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Jason De Leon, Councilmember Daniel “Dan” Diaz, and Councilmember David Salazar, Jr.

ABSENT: Councilmember Gerardo Lozano

NAYS: None

ABSTAIN: None

The motion to Approve carried.

- C. Consider Ordinance Providing for the Temporary Special Use Permit for the “5th Annual Brides' March” to be Held on Saturday, October 25, 2025, from 8:00 a.m. - 12:00 p.m. at the Hidalgo County Criminal District Attorney's Office Victims Unit, Being All of Block 230, Lots 15 Thru 24 Edinburg Original Townsite, Located at 107 North 10th Avenue, as Requested by Joan Garza on Behalf of Hidalgo County District Attorney’s Office. [Jaime Acevedo, Director of Planning and Zoning]

MOTION: Councilmember Daniel “Dan” Diaz to Approve the Ordinance Providing for the Temporary Special Use Permit for the “5th Annual Brides' March” to be Held on Saturday, October 25, 2025, from 8:00 a.m. - 12:00 p.m. at the Hidalgo County Criminal District Attorney's Office Victims Unit, Being All of Block 230, Lots 15 Thru 24 Edinburg Original Townsite, Located at 107 North 10th Avenue, as Requested by Joan Garza on Behalf of Hidalgo County District Attorney’s Office.

SECOND: Councilmember David Salazar, Jr.

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Jason De Leon, Councilmember Daniel “Dan” Diaz, and Councilmember David Salazar, Jr.

ABSENT: Councilmember Gerardo Lozano

NAYS: None

ABSTAIN: None

The motion to Approve carried.

- D. Consider Ordinance Providing for a Temporary Special Use Permit for the “St. Joseph’s Catholic School TurkeyFest” to be Held Friday, November 7, 2025, Through Saturday, November 8, 2025, from 11:00 a.m. Thru 10:00 p.m. at St Joseph’s Catholic School,

Being Portions of Edinburg Townsite Subdivision Lot 1-2-3 & 6S1/2&7 Thru 12 BLK 319, Located at 119 W. Fay St. [Jaime Acevedo, Director of Planning and Zoning]

MOTION: Councilmember David Salazar, Jr. the Ordinance Providing for a Temporary Special Use Permit for the “St. Joseph’s Catholic School TurkeyFest” to be Held Friday, November 7, 2025, Through Saturday, November 8, 2025, from 11:00 a.m. Thru 10:00 p.m. at St Joseph’s Catholic School, Being Portions of Edinburg Townsite Subdivision Lot 1-2-3 & 6S1/2&7 Thru 12 BLK 319, Located at 119 W. Fay St.

SECOND: Councilmember Daniel “Dan” Diaz

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Jason De Leon, Councilmember Daniel “Dan” Diaz, and Councilmember David Salazar, Jr.

ABSENT: Councilmember Gerardo Lozano

NAYS: None

ABSTAIN: None

The motion to Approve carried.

- E. Consider Amending the Code of Ordinances of the City of Edinburg, Texas at Title III. Administration, by Adding Chapter 38 Elections - Article I. Electioneering. [Josephine Ramirez-Solis, City Attorney]

MOTION: Councilmember David Salazar, Jr. to Approve Amending the Code of Ordinances of the City of Edinburg, Texas at Title III. Administration, by Adding Chapter 38 Elections - Article I. Electioneering.

SECOND: Mayor Pro Tem Jason De Leon

Fern McClaugherty requested an explanation on what this is, what it does for the property and how it relates to the public.

Josephine R. Solis, City Attorney stated this gives the Council the authority to implement reasonable time, place, and manner regulations for electioneering, on City owned property.

Mayor Ramiro Garza, Jr. stated they are the same regulations the County uses. He said the reason for this is because when a property being used as a polling location belongs to the City the County regulations do not apply so now with this the same regulations are in place.

There was no further discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Jason De Leon, Councilmember Daniel “Dan” Diaz, and Councilmember David Salazar, Jr.

ABSENT: Councilmember Gerardo Lozano

NAYS: None

ABSTAIN: None

The motion to Approve carried.

- F. Consider Amending the Code of Ordinances of the City of Edinburg, Texas at Title XI. Business Regulations, by Replacing Chapter 118 Wrecker and Towing Ordinance. [Josephine Ramirez-Solis, City Attorney]

MOTION: Councilmember Daniel “Dan” Diaz to Suspend Roberts Rules of Order.

SECOND: Councilmember David Salazar, Jr.

Josephine Ramirez-Solis, City Attorney stated they are considering amending the Code of Ordinance at Chapter 118. In visiting with the Chief of Police they have gotten input from some of the towing companies in the area. She said they asked for an additional opportunity to meet with them to go over some of the proposed changes before presenting them to the Council at the next meeting.

Councilmember Daniel “Dan” Diaz stated he would ask that they include residents in the meeting to get feed back from both sides.

There was no further discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Jason De Leon, Councilmember Daniel “Dan” Diaz, and Councilmember David Salazar, Jr.

ABSENT: Councilmember Gerardo Lozano

NAYS: None

ABSTAIN: None

The motion to Approve carried.

9. VARUANCE

- A. Consider Variance Request to the City's Unified Development Code, Article 5, Subdivision Standards, Division 5.100, Purpose and Application, Sec. 5.102, Applicability, Being a 1.53 Acre Tract of Land Out of a 6.12 Acre Tract in Lot 10, Section 246, Texas-Mexican Railway Company Survey, Hidalgo County, Texas as Per Map or Plat Thereof Recorded in Volume 1, Page 16, Located at 1714 E. Chapin Rd. as Requested by RK-5 Properties LLC. [Jaime Acevedo, Director of Planning & Zoning]

MOTION: Councilmember David Salazar, Jr. to Approve a Variance Request to the

City's Unified Development Code, Article 5, Subdivision Standards, Division 5.100, Purpose and Application, Sec. 5.102, Applicability, Being a 1.53 Acre Tract of Land Out of a 6.12 Acre Tract in Lot 10, Section 246, Texas-Mexican Railway Company Survey, Hidalgo County, Texas as Per Map or Plat Thereof Recorded in Volume 1, Page 16, Located at 1714 E. Chapin Rd. as Requested by RK-5 Properties LLC.

SECOND: Mayor Pro Tem Jason De Leon

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Jason De Leon, Councilmember Daniel “Dan” Diaz, and Councilmember David Salazar, Jr.

ABSENT: Councilmember Gerardo Lozano

NAYS: None

ABSTAIN: None

The motion to Approve carried.

10. AWARDING OF BIDS

- A.** Consider Awarding Bid No. 2025-25, Fuel, Motor Oil, and Lubricants to Gold Star Petroleum, Inc. for the Unit Prices as Listed for Unleaded Fuel, Clear Diesel & Dyed Diesel, and to Arguindegui Oil Co. II Ltd for the Unit Prices as Listed for Motor Oil and Lubricants and Authorize City Manager to Enter Into an Agreement Related Thereto. [Vincent A. Romero, CPM, Public Works Director]

MOTION: Councilmember Daniel “Dan” Diaz to Approve Awarding Bid No. 2025-25, Fuel, Motor Oil, and Lubricants to Gold Star Petroleum, Inc. for the Unit Prices as Listed for Unleaded Fuel, Clear Diesel & Dyed Diesel, and to Arguindegui Oil Co. II Ltd for the Unit Prices as Listed for Motor Oil and Lubricants and Authorize City Manager to Enter Into an Agreement Related Thereto.

SECOND: Mayor Pro Tem Jason De Leon

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Jason De Leon, Councilmember Daniel “Dan” Diaz, and Councilmember David Salazar, Jr.

ABSENT: Councilmember Gerardo Lozano

NAYS: None

ABSTAIN: None

The motion to Approve carried.

- B. Consider Authorizing the Purchase of One 2026 Chevy Tahoe, Including Accessories and Equipment Installation, Through the Cooperative Agreement, TIPS Contract No. 240901, and the Purchase of an Emergency Vehicle Package Through the Local Government Purchasing Cooperative Agreement (BuyBoard) Contract No. 698-23, and the Purchase of a Vehicle Radio System Through the Houston-Galveston Area Council Cooperative Agreement Contract No. RA05-21, Using Fiscal 2024 Operation Stonegarden Grant No. 3172510 Funds in the Amount of \$111,611.27. [Jaime Ayala, Chief of Police]**

MOTION: Councilmember Daniel “Dan” Diaz to Approve Authorizing the Purchase of One 2026 Chevy Tahoe, Including Accessories and Equipment Installation, Through the Cooperative Agreement, TIPS Contract No. 240901, and the Purchase of an Emergency Vehicle Package Through the Local Government Purchasing Cooperative Agreement (BuyBoard) Contract No. 698-23, and the Purchase of a Vehicle Radio System Through the Houston-Galveston Area Council Cooperative Agreement Contract No. RA05-21, Using Fiscal 2024 Operation Stonegarden Grant No. 3172510 Funds in the Amount of \$111,611.27.

SECOND: Councilmember David Salazar, Jr.

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Jason De Leon, Councilmember Daniel “Dan” Diaz, and Councilmember David Salazar, Jr.

ABSENT: Councilmember Gerardo Lozano

NAYS: None

ABSTAIN: None

The motion to Approve carried.

- C. Consider Authorizing the Purchase of Universal Nestable Containers from Toter, LLC. of Statesville, North Carolina Through Sourcewell Per Unit Price Listed. [Ramiro L. Gomez, Jr., Director of Solid Waste Management]**

MOTION: Councilmember Daniel “Dan” Diaz to Approve Authorizing the Purchase of Universal Nestable Containers from Toter, LLC. of Statesville, North Carolina Through Sourcewell Per Unit Price Listed.

SECOND: Councilmember David Salazar, Jr.

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Jason De Leon, Councilmember Daniel “Dan” Diaz, and Councilmember David Salazar, Jr.

ABSENT: Councilmember Gerardo Lozano

NAYS: None

ABSTAIN: None

The motion to Approve carried.

- D.** Consider the Approval of Change Order Number One (1) by JMJ Diaz Corp. DBA JMJ Constructors for Bid No. 2024-02, Phase 1- Upgrades to Existing Wastewater Treatment Plant Project to Increase the Contract Amount by \$3,397,168.86 and Authorize the City Manager to Execute Any Documents Related Thereto. [Gerardo Carmona Jr., P.E., Director of Utilities]

MOTION: Councilmember David Salazar, Jr. to Approval of Change Order Number One (1) by JMJ Diaz Corp. DBA JMJ Constructors for Bid No. 2024-02, Phase 1- Upgrades to Existing Wastewater Treatment Plant Project to Increase the Contract Amount by \$3,397,168.86 and Authorize the City Manager to Execute Any Documents Related Thereto.

SECOND: Councilmember Daniel “Dan” Diaz

Gerardo Carmona Jr., Director of Utilities stated this change order they will be fixing some of the deteriorating equipment that has already gone out and address the electrical issues they are having. He with this change order they will also be replace some of the piping that is deteriorating before they have an actual emergency that will end up costing more.

Mayor Ramiro Garza, Jr. stated but why was this not included as part of the package as part of the improvements for the wastewater treatment plant? He said bonds were issued for the original improvements are funds available.

Mr. Carmona stated most of these issue happened after the fact. Yes, the funds for these improvements are available, he said they still have a contingency on the Texas Water and Development Board of about \$1.11 million and the remaining funds will come from Utility Fund.

Daniel “Dan” Diaz asked if these issues are contributing to the increased smell.

Mr. Carmona stated yes, the odor control would help mitigate the smell. He said with this the time line for the expansion will increase to 180 days. He said they are almost done with one of the new sections, a 5 million gallon secession.

There was no further discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Jason De Leon, Councilmember Daniel “Dan” Diaz, and Councilmember David Salazar, Jr.

ABSENT: Councilmember Gerardo Lozano

NAYS: None

ABSTAIN: None

The motion to Approve carried.

11. CONTRACTUAL

- A. Consider Authorizing the City Manager to Enter Into an Agreement with WSP USA, Inc. Based on RFQ No. 2021-001, in the Amount of \$400,000 for Bid Document Preparation and Construction Design, Cell Construction and Liner Installation Quality Control Assurance, Liner Quantity Certification Surveying, Technical/Construction Certification and Reporting, and General Project Oversight for Unit 7, Cell 1A under TCEQ Permit MSW956-C to the Edinburg Regional Sanitary Landfill Facility. [Ramiro L. Gomez, Director of Solid Waste Management]

MOTION: Councilmember David Salazar, Jr. to Approve Authorizing the City Manager to Enter Into an Agreement with WSP USA, Inc. Based on RFQ No. 2021-001, in the Amount of \$400,000 for Bid Document Preparation and Construction Design, Cell Construction and Liner Installation Quality Control Assurance, Liner Quantity Certification Surveying, Technical/Construction Certification and Reporting, and General Project Oversight for Unit 7, Cell 1A under TCEQ Permit MSW956-C to the Edinburg Regional Sanitary Landfill Facility.

SECOND: Councilmember Daniel “Dan” Diaz

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Jason De Leon, Councilmember Daniel “Dan” Diaz, and Councilmember David Salazar, Jr.

ABSENT: Councilmember Gerardo Lozano

NAYS: None

ABSTAIN: None

The motion to Approve carried.

12. RESOLUTION

- A. Consider Resolution Authorizing the City Manager to Submit a Grant Application to the Office of the Governor Under the Fiscal Year 2025 State Homeland Security Program (SHSP) and Urban Area Security Initiative (UASI) – Supporting Border Crisis Response and Enforcement Projects (HSGP-BC) Grant Program, and Execute Grant Documents Relating Thereto. [Jaime Ayala, Chief of Police]

MOTION: Councilmember Daniel “Dan” Diaz to Approve a Resolution Authorizing the City Manager to Submit a Grant Application to the Office of the Governor Under the

Fiscal Year 2025 State Homeland Security Program (SHSP) and Urban Area Security Initiative (UASI) – Supporting Border Crisis Response and Enforcement Projects (HSGP-BC) Grant Program, and Execute Grant Documents Relating Thereto.

SECOND: Councilmember David Salazar, Jr.

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Jason De Leon, Councilmember Daniel “Dan” Diaz, and Councilmember David Salazar, Jr.

ABSENT: Councilmember Gerardo Lozano

NAYS: None

ABSTAIN: None

The motion to Approve carried.

- B. Consider Resolution Authorizing the City Manager to Enter Into an Airport Project Participation Agreement for Texas Department of Transportation Aviation Division Project 2521EDINB for Perimeter Security Fence and Gates Replacements at South Texas International Airport at Edinburg. [Eddie Velarde, Director of Aviation]**

MOTION: Councilmember David Salazar, Jr. to Approve a Resolution Authorizing the City Manager to Enter Into an Airport Project Participation Agreement for Texas Department of Transportation Aviation Division Project 2521EDINB for Perimeter Security Fence and Gates Replacements at South Texas International Airport at Edinburg.

SECOND: Councilmember Daniel “Dan” Diaz

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Jason De Leon, Councilmember Daniel “Dan” Diaz, and Councilmember David Salazar, Jr.

ABSENT: Councilmember Gerardo Lozano

NAYS: None

ABSTAIN: None

The motion to Approve carried.

- C. Discuss and Consider Resolution Nominating a Candidate or Candidates for the Board of Directors of the Hidalgo County Appraisal District for 2026-2029. [Clarice Y. Balderas, City Secretary]**

MOTION: Mayor Pro Tem Jason De Leon to Approve a Resolution Nominating Joe

Olivarez and Richard Garza for the Board of Directors of the Hidalgo County Appraisal District for 2026-2029.

SECOND: Councilmember David Salazar, Jr.

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Jason De Leon, Councilmember Daniel “Dan” Diaz, and Councilmember David Salazar, Jr.

ABSENT: Councilmember Gerardo Lozano

NAYS: None

ABSTAIN: None

The motion to Approve carried.

13. ELECTION

- A. Consider Authorizing the City Manager to Enter Into a Contract for Election Services Between the City of Edinburg and the Hidalgo County Elections Administrator for the City of Edinburg Municipal General Election to be Held on November 04, 2025. [Clarice Y. Balderas, City Secretary]

MOTION: Councilmember David Salazar, Jr. to Approve Authorizing the City Manager to Enter Into a Contract for Election Services Between the City of Edinburg and the Hidalgo County Elections Administrator for the City of Edinburg Municipal General Election to be Held on November 04, 2025.

SECOND: Councilmember Daniel “Dan” Diaz

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Jason De Leon, Councilmember Daniel “Dan” Diaz, and Councilmember David Salazar, Jr.

ABSENT: Councilmember Gerardo Lozano

NAYS: None

ABSTAIN: None

The motion to Approve carried.

14. APPOINTMENTS

- A. Consider Appointments to the Following City Advisory Boards, Councils, Commissions and Committees: Planning and Zoning Commission, Four Members; Zoning Board of Adjustment, Consider Appointment of Andrew Leal Almaguer. [Clarice Y. Balderas, City

Secretary]

NO ACTION

15. CONSENT AGENDA

- A. Consider Authorizing the City Manager to Enter Into an Agreement with the Edinburg Chamber of Commerce & Edinburg Convention and Visitors Bureau for the Period of October 01, 2025 through September 30, 2026 for Funding from the General Fund Non-Departmental and Hotel Occupancy Tax Fund. [Nelda Ramirez, Assistant City Manager]

MOTION: Councilmember David Salazar, Jr. to Approve Authorizing the City Manager to Enter Into an Agreement with the Edinburg Chamber of Commerce & Edinburg Convention and Visitors Bureau for the Period of October 01, 2025 through September 30, 2026 for Funding from the General Fund Non-Departmental and Hotel Occupancy Tax Fund.

SECOND: Mayor Pro Tem Jason De Leon

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Jason De Leon, Councilmember Daniel “Dan” Diaz, and Councilmember David Salazar, Jr.

ABSENT: Councilmember Gerardo Lozano

NAYS: None

ABSTAIN: None

The motion to Approve carried.

- B. Consider Authorizing the City Manager to Enter Into an Agreement with the Museum of South Texas History for the Period of October 01, 2025 through September 30, 2026 for Funding from the General Fund Non-Departmental and Hotel Occupancy Tax Fund. [Nelda Ramirez, Assistant City Manager]

MOTION: Councilmember David Salazar, Jr. to Approve Authorizing the City Manager to Enter Into an Agreement with the Museum of South Texas History for the Period of October 01, 2025 through September 30, 2026 for Funding from the General Fund Non-Departmental and Hotel Occupancy Tax Fund.

SECOND: Mayor Pro Tem Jason De Leon

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Jason De Leon, Councilmember Daniel

“Dan” Diaz, and Councilmember David Salazar, Jr.

ABSENT: Councilmember Gerardo Lozano

NAYS: None

ABSTAIN: None

The motion to Approve carried.

- C. Consider Exercising the Option to Award the City of Edinburg's Fiscal Year 2024-2025 Audit to Cascos & Associates, PC, for the Third Year, for an Amount Not to Exceed \$86,900.00 and Authorize the City Manager to Execute an Engagement Letter Relating Thereto. [Ascencion Alonzo, Director of Finance]

MOTION: Councilmember David Salazar, Jr. to Approve Exercising the Option to Award the City of Edinburg's Fiscal Year 2024-2025 Audit to Cascos & Associates, PC, for the Third Year, for an Amount Not to Exceed \$86,900.00 and Authorize the City Manager to Execute an Engagement Letter Relating Thereto.

SECOND: Mayor Pro Tem Jason De Leon

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Jason De Leon, Councilmember Daniel “Dan” Diaz, and Councilmember David Salazar, Jr.

ABSENT: Councilmember Gerardo Lozano

NAYS: None

ABSTAIN: None

The motion to Approve carried.

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

MOTION: Councilmember David Salazar, Jr. to Approve the Fiscal Year 2024-2025 Budget Transfers for the General Fund, Utility Fund, and Solid Waste Management Fund.

SECOND: Mayor Pro Tem Jason De Leon

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Jason De Leon, Councilmember Daniel “Dan” Diaz, and Councilmember David Salazar, Jr.

ABSENT: Councilmember Gerardo Lozano

NAYS: None

ABSTAIN: None

The motion to Approve carried.

- E. Consider Ratifying the Supplemental Agreement for the Lease and Delivery of 3,300 Acre-Feet of Municipal Water Rights from Hidalgo County Irrigation District No.1 in the Amount-Not-To-Exceed \$264,000.00 for the Remainder of the Current Calendar Year 2025 in Connection with the Existing Water Delivery Agreement with HCID No. 1. [Gerardo Carmona Jr., P.E., Director of Utilities]

MOTION: Councilmember David Salazar, Jr. to Approve Ratifying the Supplemental Agreement for the Lease and Delivery of 3,300 Acre-Feet of Municipal Water Rights from Hidalgo County Irrigation District No.1 in the Amount-Not-To-Exceed \$264,000.00 for the Remainder of the Current Calendar Year 2025 in Connection with the Existing Water Delivery Agreement with HCID No. 1.

SECOND: Mayor Pro Tem Jason De Leon

Fern McClaugherty stated the City is purchasing 3,300 cubic ft. of water at \$264,000.00, is that the best you can do?

Mayor Ramiro Garza, Jr. stated that is an existing agreement with Irrigation District No. 1.

There was no further discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Jason De Leon, Councilmember Daniel “Dan” Diaz, and Councilmember David Salazar, Jr.

ABSENT: Councilmember Gerardo Lozano

NAYS: None

ABSTAIN: None

The motion to Approve carried.

- F. Consider Authorizing the City Manager to Enter Into a Waterline Access Agreement with North Alamo Water Supply Corporation to Provide Fire Protection Services to Garden Walk at Canton Subdivision. [Gerardo Carmona Jr., P.E., Director of Utilities]

MOTION: Councilmember David Salazar, Jr. to Approve Authorizing the City Manager to Enter Into a Waterline Access Agreement with North Alamo Water Supply Corporation to Provide Fire Protection Services to Garden Walk at Canton Subdivision.

SECOND: Mayor Pro Tem Jason De Leon

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Jason De Leon, Councilmember Daniel “Dan” Diaz, and Councilmember David Salazar, Jr.

ABSENT: Councilmember Gerardo Lozano

NAYS: None

ABSTAIN: None

The motion to Approve carried.

- G.** Consider the Approval of Change Order No. 1 for McDonald Municipal & Industrial to Reduce the Contract Amount for Bid No. 2024-13, West Water Treatment Plant Stand by Generator Grant No. DR4586-005 by \$34,345.45 and Authorize the City Manager to Execute Any Document Related Thereto. [Gerardo Carmona Jr., P.E., Director of Utilities]

MOTION: Councilmember David Salazar, Jr. to Approve Change Order No. 1 for McDonald Municipal & Industrial to Reduce the Contract Amount for Bid No. 2024-13, West Water Treatment Plant Stand by Generator Grant No. DR4586-005 by \$34,345.45 and Authorize the City Manager to Execute Any Document Related Thereto.

SECOND: Mayor Pro Tem Jason De Leon

Fern McClaugherty, stated if they would please explain.

Gerardo Carmona Jr., Director of Utilities stated this project was for the West Water Treatment Plant, it was a grant they received from Texas Division of Emergency Management (TDEM). He said \$34,000.00 of the contingency was not used so they are taking that reduction to finish the project.

There was no further discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Jason De Leon, Councilmember Daniel “Dan” Diaz, and Councilmember David Salazar, Jr.

ABSENT: Councilmember Gerardo Lozano

NAYS: None

ABSTAIN: None

The motion to Approve carried.

- H.** Consider Authorizing the City Manager to Execute an Amendment to the Current Site Lease Agreement Between the City of Edinburg and Edinburg Renewables, LLC for the Expansion of the Existing Landfill Gas Plant Project Site. [Ramiro L. Gomez, Jr., Director of Solid Waste Management]

MOTION: Councilmember David Salazar, Jr. to Approve Authorizing the City Manager

to Execute an Amendment to the Current Site Lease Agreement Between the City of Edinburg and Edinburg Renewables, LLC for the Expansion of the Existing Landfill Gas Plant Project Site.

SECOND: Mayor Pro Tem Jason De Leon

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Jason De Leon, Councilmember Daniel “Dan” Diaz, and Councilmember David Salazar, Jr.

ABSENT: Councilmember Gerardo Lozano

NAYS: None

ABSTAIN: None

The motion to Approve carried.

- I. Consider Authorizing the City Manager to Enter Into Job Task Order No. 1 for Professional Services for the Veterans Detention Pond Project, with KCI Technologies, for an Amount Not to Exceed \$66,038.84 and Execute Any Documents Related Thereto Pursuant to the City's Ordinances and Procurement Policies. [Mardoqueo Hinojosa, P.E., CFM, City Engineer]**

MOTION: Councilmember David Salazar, Jr. to Approve Authorizing the City Manager to Enter Into Job Task Order No. 1 for Professional Services for the Veterans Detention Pond Project, with KCI Technologies, for an Amount Not to Exceed \$66,038.84 and Execute Any Documents Related Thereto Pursuant to the City's Ordinances and Procurement Policies.

SECOND: Mayor Pro Tem Jason De Leon

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Jason De Leon, Councilmember Daniel “Dan” Diaz, and Councilmember David Salazar, Jr.

ABSENT: Councilmember Gerardo Lozano

NAYS: None

ABSTAIN: None

The motion to Approve carried.

- J. Consider Authorizing the City Manager to Enter Into Job Task Order No. 1 with Millennium Engineers Group, for Construction Material Testing Services for the Downtown Parking Garage for an Amount Not to Exceed \$128,726.55 and Authorize the City Manager to Enter Into an Agreement Related Thereto. [Mardoqueo Hinojosa, P.E.,**

CFM, City Engineer]

MOTION: Councilmember David Salazar, Jr. to Approve Authorizing the City Manager to Enter Into Job Task Order No. 1 with Millennium Engineers Group, for Construction Material Testing Services for the Downtown Parking Garage for an Amount Not to Exceed \$128,726.55 and Authorize the City Manager to Enter Into an Agreement Related Thereto.

SECOND: Mayor Pro Tem Jason De Leon

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Jason De Leon, Councilmember Daniel “Dan” Diaz, and Councilmember David Salazar, Jr.

ABSENT: Councilmember Gerardo Lozano

NAYS: None

ABSTAIN: None

The motion to Approve carried.

- K. Consider Authorizing the City Manager to Enter Into Job Task Order No. 2 for Professional Services for Sugar Detention Pond, with Halff Associates, Inc. for an Amount Not to Exceed \$87,500.00 and Execute Any Documents Related Thereto Pursuant to City's Ordinances and Procurement Policies. [Mardoqueo Hinojosa, P.E., CFM, City Engineer]**

MOTION: Councilmember David Salazar, Jr. to Approve Authorizing the City Manager to Enter Into Job Task Order No. 2 for Professional Services for Sugar Detention Pond, with Halff Associates, Inc. for an Amount Not to Exceed \$87,500.00 and Execute Any Documents Related Thereto Pursuant to City's Ordinances and Procurement Policies.

SECOND: Mayor Pro Tem Jason De Leon

Fern McClaugherty, stated this about the parking garage and that particular property when the County purchased it years ago there were supposed to be two or three gas tanks, because it was a fill in station and they ended up with eleven.

Mayor Ramiro Garza, Jr. stated part of the construction is this testing and the elected engineering company will be doing the materials testing.

There was no further discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Jason De Leon, Councilmember Daniel “Dan” Diaz, and Councilmember David Salazar, Jr.

ABSENT: Councilmember Gerardo Lozano

NAYS: None

ABSTAIN: None

The motion to Approve carried.

- L.** Consider Rescinding the Ordinance Amending the Code of Ordinances of the City of Edinburg, Texas at Title XI. Business Regulations, by Removing Chapter 121 Funeral Escorts. [Josephine Ramirez-Solis, City Attorney]

MOTION: Councilmember David Salazar, Jr. to Approve Rescinding the Ordinance Amending the Code of Ordinances of the City of Edinburg, Texas at Title XI. Business Regulations, by Removing Chapter 121 Funeral Escorts.

SECOND: Mayor Pro Tem Jason De Leon

Fern McClaugherty, stated if this is for a funeral escort, she would like more information.

Mayor Pro Tem Jason De Leon stated they were just rescinding the Ordinance in place

There was no further discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Jason De Leon, Councilmember Daniel “Dan” Diaz, and Councilmember David Salazar, Jr.

ABSENT: Councilmember Gerardo Lozano

NAYS: None

ABSTAIN: None

The motion to Approve carried.

16. OTHER BUSINESS:

- A.** Future Items Requested by City Council. [Myra L. Ayala, City Manager]
None

17. EXECUTIVE SESSION

MOTION: Councilmember David Salazar, Jr. to convene into Executive Session.

SECOND: Mayor Pro Tem Jason De Leon

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Jason De Leon, Councilmember Daniel

“Dan” Diaz, and Councilmember David Salazar, Jr.

ABSENT: Councilmember Gerardo Lozano

NAYS: None

ABSTAIN: None

The motion to Approve carried.

Mayor Ramiro Garza, Jr. convened into Executive Session at 7:29 p.m.

OPEN SESSION

MOTION: Councilmember David Salazar, Jr. to convene into Open Session.

SECOND: Mayor Pro Tem Jason De Leon

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Jason De Leon, Councilmember Daniel “Dan” Diaz, and Councilmember David Salazar, Jr.

ABSENT: Councilmember Gerardo Lozano

NAYS: None

ABSTAIN: None

The motion to Approve carried.

Mayor Ramiro Garza, Jr. Reconvened into Open Session and stated no action was taken in Executive Session.

- A. Consultation with City Attorney. (§551.071. Consultation with Attorney; Closed Meeting; §551.087)**

NO ACTION

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

MOTION: Councilmember David Salazar, Jr. Approve Authorizing the City Attorney and the City Manager to proceed as directed on terms and conditions as discussed in Executive Session.

SECOND: Mayor Pro Tem Jason De Leon

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Jason De Leon, and Councilmember David Salazar, Jr.

ABSENT: Councilmember Gerardo Lozano, Councilmember Daniel “Dan” Diaz

NAYS: None

ABSTAIN: None

The motion to Approve carried.

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

NO ACTION

18. ADJOURNMENT

MOTION: Mayor Pro Tem Jason De Leon to Adjourn the meeting.

SECOND: Councilmember David Salazar, Jr.

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Jason De Leon, Councilmember Daniel “Dan” Diaz, and Councilmember David Salazar, Jr.

ABSENT: Councilmember Gerardo Lozano, and Councilmember Daniel “Dan” Diaz

NAYS: None

ABSTAIN: None

The motion to Approve carried.

Mayor Ramiro Garza, Jr. Adjourned the meeting.

CITY OF EDINBURG

Ramiro Garza, Jr., Mayor

ATTEST:

Clarice Y. Balderas, City Secretary

City Council Approval: _____



MINUTES OF THE EDINBURG CITY COUNCIL REGULAR MEETING

CITY OF EDINBURG, HIDALGO COUNTY, TEXAS

Location: Edinburg City Hall-Council Chambers

415 West University Dr.

Edinburg, Texas 78541

OCTOBER 21, 2025

6:00 PM

Mayor Ramiro Garza, Jr. called the meeting to order at 6:00 p.m.

PRESENT:

Ramiro Garza, Jr.	Mayor
Jason De Leon	Mayor Pro Tem
Daniel “Dan” Diaz	Councilmember Place 1
Gerardo Lozano	Councilmember Place 4
Myra L. Ayala	City Manager
Clarice Y. Balderas	City Secretary
Josephine Ramirez Solis	City Attorney

LATE:

David Salazar, Jr.	Councilmember Place 3 (7:45 p.m.)
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1. CALL TO ORDER, ESTABLISH QUORUM

A. Prayer by Pastor Arturo Chapa, Apostolic Assembly Church.

B. Pledge of Allegiance by Mayor Ramiro Garza, Jr.

2. CERTIFICATION OF PUBLIC NOTICE

Mayor Ramiro Garza, Jr. verified the City Secretary’s posting of the City Council meeting and its compliance as required by the Texas Open Meetings Act. The notice was posted on October 15, 2025 at 5:45 p.m.

3. DISCLOSURE OF CONFLICT OF INTEREST

City Attorney Josephine Ramirez Solis stated under State Law a conflict of interest exists if a Councilmember or a certain member of that Councilmember’s family has a qualifying financial interest in any agenda item. Members with a conflict of interest cannot participate in the discussion nor vote on that agenda item.

Josephine Ramirez Solis, City Attorney asked Mayor and Councilmembers if there were any known conflict of interest to disclose at that time.

There were no conflict of interests presented.

4. MAYOR'S REEPORT

Mayor Ramiro Garza, Jr. thanked everyone for the opportunity to serve as mayor. He thanked the 1200 city employees and their families for all the hard work and commitment to the City of Edinburg.

5. CITY MANAGER'S REPORT

A. City of Edinburg Events:

- Los Muertos Bailan
Ms. Myra L. Ayala, City Manager stated the Cultural Arts would like to invite everyone to Los Muertos Bailan, community celebration. She said it is a two day, "Day of the Dead Festival" event honoring culture, art, and remembrance. Ms. Ayala stated the event begins on Friday, October 24, 2025, at the ACE Center with Canta y No LLores. An all-day mariachi event featuring master classes, vocal competition, and a Mariachi concert from 5:00 pm to 9:00 p.m. The celebration continues on Saturday, October 25, from 5:00 p.m. to 11:00 p.m. at the Promenade Park Amphitheater with live music, dance performances, art activities, and the signature Los Muertos Bailan Procession. This year's community altar honors Sabrina Walker-Hernandez for her lasting contributions to the Edinburg community. Guests can enjoy outdoor food and artisan vendors.
- Fall Brawl
Ms. Ayala stated the Fall Brawl returns on Saturday, November 1st. hosted by the Parks and Recreation, this exciting event will feature 25 USA Boxing-sanctioned amateur bouts. Proceeds from this event will benefit the Edinburg Cares Thanksgiving Food Drive. The community is invited to attend, cheer on their favorite youth boxers, and support a great cause. The event will begin at 1:00 p.m. at the Edinburg Recreation and Wellness Center. For more information on general admission tickets or VIP seating, attendees may contact Parks and Recreation Department.
- Veterans Day Parade
Ms. Ayala on behalf of the City of Edinburg invited the community to participate in the annual Veterans Parade on Saturday, November 18th, beginning at 9:30 a.m. She said the parade will travel north along Closner Boulevard, honoring Veterans and all who serve our country. Ms. Ayala stated community members, organizations, and groups interested in joining can register at edinburgarts.com/veteransparade. Residents are encouraged to attend and show their support as we come together to celebrate the bravery, dedication, and service of our nation's heroes.

6. PROCLAMATIONS/RECOGNITIONS

- A. Presentation of Proclamation Recognizing October 2025 as Domestic Violence Awareness Month (DVAM) as Requested by Mujeres Unidas-Women Together Group.
[Clarice Y. Balderas, City Secretary]
Clarice Y. Balderas, City Secretary read the proclamation aloud.

Sonia Enriquez stated domestic violence affects many people yet too often. It is silence by fear, shame, and isolation. Domestic violence is not only physical abuse it includes emotional manipulation, financial control, and verbal intimidation, it thrives on the power of fear and the silence of those trapped in a cycle they cannot break. Ms. Enriquez shared her domestic violence story and how Mujeres Unidas helped her break free. She stated awareness is the first step towards change, and action is needed supporting local shelters like Mujeres Unidas, advocating for stronger legal protection, and ensuring that survivors have the resources to rebuild their lives.

Estella De Anda thanked the Mayor and Council for their support they have given Mujeres Unidas throughout the year. They are a non-profit organization who serves the entire Hidalgo County. She said that from January to September they have had 170 people seeking shelter and other support services. Ms. De Anda stated the support from the various cities is really needed, because this problem is everywhere and they need to continue working on the root of which is family. She said they need to spread awareness of the impact of domestic abuse and increase support to continue helping victims of domestic violence and sexual assault. Ms. De Anda thanked the District Attorney Office, Crime Victims unit, and Domestic Violence unit for being present to show their support.

Patricia Watts thanked the Mayor and Council for allowing them the time to share their continued effort to raise awareness and the crucial services they provide in Hidalgo County. She stated on November 13, 2025, they would be having their fundraiser “Cultura Con Corazon” here at the City of Edinburg performing arts center and they encourage everyone to attend.

Mayor Ramiro Garza, Jr. thanked the Mujeres Unidas for everything they do for the community, he thanked Ms. Enriquez for sharing such a personal story and he encourage the community to support the Mujeres Unidas and all the work they do.

B. Presentation of Proclamation Recognizing October 2025 as Physician Assistants Month as Requested by the University of Texas Rio Grande Valley PA Program. [Clarice Y. Balderas, City Secretary]

Clarice Y. Balderas, City Secretary read the proclamation aloud.

Dr. Christina Gonzalez, UTRGV faculty member thanked the Council and the City of Edinburg for recognizing October 2025 as Physician Assistant month. She stated they were proud that Edinburg is home to one of the oldest and most respected PA programs in the State of Texas, preparing the next generation of medical providers to care for the local community. She introduced Chair Dr. Julie Ann Garza Castillo; Texas Academy of Physician Assistant President elect, Dr. Heather Davis Lopez; President elect for the UTRGV PA Society, Dr. Cassandra Wetstone; and students Jena, Michael, and Geisel whom were all present at the meeting. Ms. Gonzalez stated their program was featured on KRGV for their mini PA for a day event at Canterbury Elementary. She said that is one of the many ways the students and faculty give back to the community they call home. She thanked the City of Edinburg for their support of their profession and for

celebrating the contributions of the Physician Assistants who serve the people of the community on a daily basis.

Mayor Ramiro Garza, Jr. thanked all the UTRGV PA faculty, students and members for all they do.

- C. Presentation of Proclamation Recognizing October 2025 as Breast Cancer Awareness Month as Requested by South Texas Health System. [Clarice Y. Balderas, City Secretary]
Clarice Y. Balderas, City Secretary read the proclamation aloud.

Mike Trevino Director of Radiology at South Texas Health Systems Edinburg and Kim Davis, Pediatric Administrator were present to promote health and thank the Council for the proclamation recognizing Breast Cancer awareness. Mr. Trevino stated they highly encourage females ages 40 and up to get their yearly mammograms because early detection is the best fight anyone can have for surviving breast cancer.

Mayor Ramiro Garza, Jr. thanked South Texas Health Systems for all they do.

- D. Presentation of Proclamation Recognizing October 2025 as Community Planning Month. [Jaime Acevedo, Director of Planning & Zoning]
Clarice Y. Balderas, City Secretary read the proclamation aloud.

Jaime Acevedo, Director of Planning & Zoning thanked the Mayor and Council for the recognition, he thanked the Planning, and Zoning staff for all their work, he thanked City Manager Myra Ayala and the assistant city management for the continued support. Mr. Acevedo stated he was blessed to have such a great team.

Mayor Ramiro Garza, Jr. thanked Mr. Acevedo and the Planning and Zoning department for their work.

7. PUBLIC COMMENTS

Mardoqueo Hinojosa, City Engineer: Mr. Hinojosa was present to give a quick refresher on the Capital Project dashboard. He stated on the landing page you have the list of projects under design, and projects under construction, currently you will find 34 projects from engineering projects to utility projects, Public Works, Solid Waste Management, and Airport. Any project from every department is reflected on the Capital Project page. He said the page is updated weekly and also displays Public Infrastructure Project Advisory meetings. Mr. Hinojosa stated you could click on any project to view the updates which include a monthly fly over to have a comparison of how it looks from month to month. He said the page also shows a time line for each project, and how much each being spent on each project.

Jacqueline Baez Lugo: Ms. Lugo thanked Mayor Ramiro Garza, Jr. for his service and congratulated him on his retirement. She reminded everyone that there are 17 amendments

that people need to get out there and vote on. She said some of them are a little hard to understand but she encouraged everyone to review and learn what each amendment is about.

Fern McClaugherty: Ms. McClaugherty stated it is early voting time and the signs are coming out, but the signs do not get you votes but it does give people an idea of how much you are spending for a nonpaying job. She said every candidate knows what the people want, the people want lower tax rates, they want you to stop giving away their money, and to repeal the public private partnership ordinance. Ms. McClaugherty said she knows that is a lot to ask for a candidate running for office but if you are competing to serve the public, you should be prepared to do what is more cost effective. She stated if anyone has questions on a candidate or any of the propositions they can reach out to her. Ms. McClaugherty thanked Mayor Ramiro Garza, Jr. for his service and for doing a good job. He did think of the people, and he has been open to the public to speak. She has always said Edinburg is a friendly town to the public that come here.

Ricardo Gomez: Mr. Gomez stated with the Government shut down food and soil sustainability may be a concern here in the valley. He said maybe they should research a more natural fertilizer. Mr. Gomez stated other cities in the Rio Grande Valley were working with American Berry Beauty; it is a San Antonio brush for repelling mosquitos. He stated being native to Texas, this could be a good way to save taxpayers money with the control of mosquitos.

Diane Teter: Ms. Teter stated she visits the library every two weeks or once a month and they are always crowded, she is present to advocate for the expansion of the Dustin Michael Sekula Memorial Library. While Edinburg is fortunate to have over forty campuses the libraries within the Edinburg Consolidated Independent School District are not open to the general public, they are designed to service students and teachers. Ms. Teter stated those libraries cannot host open community events, provided unrestricted internet access, or serve as gathering spaces for families, seniors, or job seekers. She said the Dustin Michael Sekula Memorial Library is open to all it offers citizenship classes, bilingual literacy programs, career workshops, and free internet access. Ms. Teter stated the Edinburg population is growing and so is the demand for inclusive accessible learning spaces, the Dustin Michael Sekula Memorial Library is already stretched thin and expanding it will allow for more meeting room, study areas and digital resources ensuring that every residents regardless of age has a place to learn, connect, and thrive. Ms. Teter would like to remind everyone that early voting has begun and she encourages everyone to make an informed vote.

8. PUBLIC HEARINGS

Mayor Ramiro Garza, Jr. declared the Public Hearing open for anyone wishing to speak on items A-C at 6:50 p.m. There being no comments Mayor Ramiro Garza, Jr. closed the Public Hearing at 6:57 p.m.

- A. Hold Public Hearing and Consider the Ordinances Providing for the Comprehensive Plan Amendment from General, Commercial Uses to Suburban Uses and the Rezoning Request from Residential, Suburban (RS) District to Agriculture and Open Space (AO)**

District, Being a 10.00 Acre Tract of Land, Being the West 10.0 Acres of the North 21.77 Acres of Block 48, Santa Cruz Gardens Subdivision Unit No. 2, Located at 1000 W. Ingle Road, as Requested by Onas O. Zamora and Lizandro Zamora. [Jaime Acevedo, Director of Planning & Zoning]

Fern McLaugherty requested an explanation on what this is and why it is not a good idea at this time. She said it is ten vacant acres outside of Edinburg City limits and they want it for agriculture use. Ms. McLaugherty stated vacant land and single-family lots surround the space, yet it says the proposed use is inconsistent with future land use. She asked why not use it now and change it when the area changes.

Jaime Acevedo, Director of Planning & Zoning stated the property is currently zoned suburban residential and most of the land is vacant. He said the applicant requested the zoning back to agriculture for tax purposes because they currently have no intention on building. The Planning and Zoning Board did approve their request, staff recommends keeping the current zoning because all the area to the north is zoned commercial/industrial.

MOTION: Councilmember Daniel “Dan” Diaz to Approve the Ordinances Providing for the Comprehensive Plan Amendment from General, Commercial Uses to Suburban Uses and the Rezoning Request from Residential, Suburban (RS) District to Agriculture and Open Space (AO) District, Being a 10.00 Acre Tract of Land, Being the West 10.0 Acres of the North 21.77 Acres of Block 48, Santa Cruz Gardens Subdivision Unit No. 2, Located at 1000 W. Ingle Road, as Requested by Onas O. Zamora and Lizandro Zamora.

SECOND: Mayor Pro Tem Jason De Leon

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Jason De Leon, Councilmember Daniel “Dan” Diaz, Councilmember David Salazar, Jr., and Councilmember Gerardo Lozano

ABSENT: None

NAYS: None

ABSTAIN: None

The motion to Approve carried.

- 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, Primary (RP) District to Commercial, General (CG) District, Being All of Lot 2, Zamorano Subdivision, an Addition to the City of Edinburg, Hidalgo County, Texas, Located at 4016 S Veterans Blvd., as Requested by Jose Angel Santos, Jr. [Jaime Acevedo, Director of Planning & Zoning]

MOTION: Mayor Pro Tem Jason De Leon to Approve the Ordinances Providing for the Comprehensive Plan Amendment from Auto-Urban Uses to General, Commercial Uses and the Rezoning Request from Residential, Primary (RP) District to Commercial, General (CG) District, Being All of Lot 2, Zamorano Subdivision, an Addition to the City of Edinburg, Hidalgo County, Texas, Located at 4016 S Veterans Blvd., as Requested by Jose Angel Santos, Jr.

SECOND: Councilmember Daniel “Dan” Diaz

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Jason De Leon, Councilmember Daniel “Dan” Diaz, Councilmember David Salazar, Jr., and Councilmember Gerardo Lozano

ABSENT: None

NAYS: None

ABSTAIN: None

The motion to Approve carried.

- C. 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 Commercial, Neighborhood (CN) District to Commercial, General (CG) District, Being a 0.635-Acre Tract of Land Out of the South ½ of Lot 33, Kelly-Pharr Subdivision, Hidalgo County, Texas, Located at 4107 S. Veterans Blvd., as Requested by KNO Property Development, LLC. [Jaime Acevedo, Director of Planning & Zoning]

MOTION: Mayor Pro Tem Jason De Leon to Approve the Ordinances Providing for the Comprehensive Plan Amendment from Auto Urban Uses to General, Commercial Uses and the Rezoning Request from Commercial, Neighborhood (CN) District to Commercial, General (CG) District, Being a 0.635-Acre Tract of Land Out of the South ½ of Lot 33, Kelly-Pharr Subdivision, Hidalgo County, Texas, Located at 4107 S. Veterans Blvd., as Requested by KNO Property Development, LLC.

SECOND: Councilmember Daniel “Dan” Diaz

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Jason De Leon, Councilmember Daniel “Dan” Diaz, Councilmember David Salazar, Jr., and Councilmember Gerardo Lozano

ABSENT: None

NAYS: None

ABSTAIN: None

The motion to Approve carried.

9. ORDINANCE

- A.** Consider Ordinance Providing for a Temporary Special Use Permit for the “18th Annual Children’s Fall Festival” Friday, October 24, 2025, Located at 1102 West Trenton, as Requested by Kassandra Rodriguez Representative of South Texas Health System-Children’s Hospital. [Jaime Acevedo, Director of Planning and Zoning]

MOTION: Mayor Pro Tem Jason De Leon to Approve Ordinance Providing for a Temporary Special Use Permit for the “18th Annual Children’s Fall Festival” Friday, October 24, 2025, Located at 1102 West Trenton, as Requested by Kassandra Rodriguez Representative of South Texas Health System-Children’s Hospital.

SECOND: Councilmember Daniel “Dan” Diaz

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Jason De Leon, Councilmember Daniel “Dan” Diaz, Councilmember David Salazar, Jr., and Councilmember Gerardo Lozano

ABSENT: None

NAYS: None

ABSTAIN: None

The motion to Approve carried.

10. AWARDING OF BID

- A.** Consider Awarding Bid No. 2025-28, Annual Water Plant Chemicals, to the Lowest Bidder Per Line Item on a Per-Unit Price and Execute Any Documents Related Thereto. [Gerardo Carmona Jr., P.E., Director of Utilities]

MOTION: Councilmember Daniel “Dan” Diaz to Approve Awarding Bid No. 2025-28, Annual Water Plant Chemicals, to the Lowest Bidder Per Line Item on a Per-Unit Price and Execute Any Documents Related Thereto.

SECOND: Councilmember Gerardo Lozano

There was discussion. Gerardo Carmona Jr., P.E., Director of Utilities addressed the Council’s questions.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Jason De Leon, Councilmember Daniel “Dan” Diaz, Councilmember David Salazar, Jr., and Councilmember Gerardo Lozano

ABSENT: None

NAYS: None

ABSTAIN: None

The motion to Approve carried.

11. CONSENT AGENDA

- A. Consider Resolution Ratifying the City Manager’s Submission of a Grant Application to the Texas Department of Transportation for the Fiscal Year 2025-2026 Selective Traffic Enforcement Program (STEP) – Impaired Driving Mobilization (IDM) Grant Program and to Execute Grant Documents Relating Thereto. [Jaime Ayala, Chief of Police]

MOTION: Councilmember Daniel “Dan” Diaz to Approve Resolution Ratifying the City Manager’s Submission of a Grant Application to the Texas Department of Transportation for the Fiscal Year 2025-2026 Selective Traffic Enforcement Program (STEP) – Impaired Driving Mobilization (IDM) Grant Program and to Execute Grant Documents Relating Thereto.

SECOND: Mayor Pro Tem Jason De Leon

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Jason De Leon, Councilmember Daniel “Dan” Diaz, Councilmember David Salazar, Jr., and Councilmember Gerardo Lozano

ABSENT: None

NAYS: None

ABSTAIN: None

The motion to Approve carried.

- B. Consider Authorizing the City Manager to Enter Into Amendment Number One (1) Reducing the Agreement Amount by \$18,406.88 Between the City of Edinburg and Terracon Consultants, Inc. for the Construction Material Testing Services of Bid No. 2023-19, Installation of a New 750 KW Standby Generator for the Downtown WTP Backup Generator Addition Project and Execute Any Documents Related Thereto. [Gerardo Carmona Jr., P.E., Director of Utilities]

MOTION: Councilmember Daniel “Dan” Diaz to Approve Authorizing the City Manager to Enter Into Amendment Number One (1) Reducing the Agreement Amount by \$18,406.88 Between the City of Edinburg and Terracon Consultants, Inc. for the Construction Material Testing Services of Bid No. 2023-19, Installation of a New 750 KW Standby Generator for the Downtown WTP Backup Generator Addition Project and Execute Any Documents Related Thereto.

SECOND: Mayor Pro Tem Jason De Leon

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Jason De Leon, Councilmember Daniel “Dan” Diaz, Councilmember David Salazar, Jr., and Councilmember Gerardo Lozano

ABSENT: None

NAYS: None

ABSTAIN: None

The motion to Approve carried.

- C. Consider Authorizing the City Manager to Enter Into Amendment Number One (1) Increasing the Agreement Amount by \$91,500.00 Between the City of Edinburg and Halff Associates, Inc., for Engineering Services and Right-Of-Way Acquisition Services for the Sugar Road Right-Of-Way Project and Execute Any Documents Related Thereto. [Mardoqueo Hinojosa, P.E., CFM, City Engineer]

MOTION: Councilmember Daniel “Dan” Diaz to Approve Authorizing the City Manager to Enter Into Amendment Number One (1) Increasing the Agreement Amount by \$91,500.00 Between the City of Edinburg and Halff Associates, Inc., for Engineering Services and Right-Of-Way Acquisition Services for the Sugar Road Right-Of-Way Project and Execute Any Documents Related Thereto.

SECOND: Mayor Pro Tem Jason De Leon

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Jason De Leon, Councilmember Daniel “Dan” Diaz, Councilmember David Salazar, Jr., and Councilmember Gerardo Lozano

ABSENT: None

NAYS: None

ABSTAIN: None

The motion to Approve carried.

- D. Consider Authorizing the City Manager to Enter Into a Twelve (12) Month-Term License Agreement for End-Point Protection with MGT Impact Solutions, LLC Through Texas Department of Information Resources (DIR) Contract Number DIR-CPO-4864, in the Amount of \$42,174 and Execute Any Documents Related Thereto. [Daniel Vera, Director of Information Technology]

MOTION: Councilmember Daniel “Dan” Diaz to Approve Authorizing the City Manager to Enter Into a Twelve (12) Month-Term License Agreement for End-Point Protection with MGT Impact Solutions, LLC Through Texas Department of Information Resources (DIR) Contract Number DIR-CPO-4864, in the Amount of \$42,174 and Execute Any Documents Related Thereto.

SECOND: Mayor Pro Tem Jason De Leon

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Jason De Leon, Councilmember Daniel “Dan” Diaz, Councilmember David Salazar, Jr., and Councilmember Gerardo Lozano

ABSENT: None

NAYS: None

ABSTAIN: None

The motion to Approve carried.

- E. Consider Authorizing the Purchase of Commercial Metal Containers from Roll-Offs USA Through the Local Government Purchasing Cooperative (BuyBoard), Per Unit Price Listed. [Ramiro L. Gomez, Jr., Director of Solid Waste Management]

MOTION: Councilmember Daniel “Dan” Diaz to Approve Authorizing the Purchase of Commercial Metal Containers from Roll-Offs USA Through the Local Government Purchasing Cooperative (BuyBoard), Per Unit Price Listed.

SECOND: Mayor Pro Tem Jason De Leon

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Jason De Leon, Councilmember Daniel “Dan” Diaz, Councilmember David Salazar, Jr., and Councilmember Gerardo Lozano

ABSENT: None

NAYS: None

ABSTAIN: None

The motion to Approve carried.

- F. Consider Approving the Fiscal Year 2024-2025 Budget Transfers for the Ebony Hills Golf Course Fund, General Fund, Los Lagos Golf Club Fund, Solid Waste Management Fund, and the Utility Fund. [Ascencion Alonzo, Director of Finance]

Fern McClaugherty stated the backup stated Ebnoy Hills Golf Course with an amount of \$17,600, then it says general with an amount of \$158,150, office supplies, office furniture is this a new office or new department? Ms. McClaugherty stated the one that really concerns her is the Solid Waste Management for \$1,006,555 and it states meter boxes.

Ascencion Alonzo, Director of Finance stated all these are the final transfer of funds within each fund and all funds were within balance, no additional appropriations, all funds were within budget. He said this is mainly for presentation purposes for the

financials.

Mayor Ramiro Garza, Jr. stated this does not affect the fund balance; these transfers are for last fiscal year. He said the adjustments have already been made this just needs the Council's approval to close out the fiscal year.

MOTION: Councilmember Daniel "Dan" Diaz to Approve the Fiscal Year 2024-2025 Budget Transfers for the Ebony Hills Golf Course Fund, General Fund, Los Lagos Golf Club Fund, Solid Waste Management Fund, and the Utility Fund.

SECOND: Mayor Pro Tem Jason De Leon

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Jason De Leon, Councilmember Daniel "Dan" Diaz, Councilmember David Salazar, Jr., and Councilmember Gerardo Lozano

ABSENT: None

NAYS: None

ABSTAIN: None

The motion to Approve carried.

- G. Consider Approving the Quarterly Investment Report for the Period Ending September 30, 2025, Pursuant to the Public Funds Investment Act (PFIA). [Ascencion Alonzo, Director of Finance]**

MOTION: Councilmember Daniel "Dan" Diaz to Approve the Quarterly Investment Report for the Period Ending September 30, 2025, Pursuant to the Public Funds Investment Act (PFIA).

SECOND: Mayor Pro Tem Jason De Leon

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Jason De Leon, Councilmember Daniel "Dan" Diaz, Councilmember David Salazar, Jr., and Councilmember Gerardo Lozano

ABSENT: None

NAYS: None

ABSTAIN: None

The motion to Approve carried.

- H. Consider Authorizing the Disposition of Approximately 68 Cubic Feet (Boxes of Letter Size Records) of Non-Vital City Records in Accordance with City's Records Management**

Program and the Texas State Library and Archives Commission Local Records Retention Schedules. [Clarice Y. Balderas, City Secretary]

MOTION: Councilmember Daniel “Dan” Diaz to Approve Authorizing the Disposition of Approximately 68 Cubic Feet (Boxes of Letter Size Records) of Non-Vital City Records in Accordance with City’s Records Management Program and the Texas State Library and Archives Commission Local Records Retention Schedules.

SECOND: Mayor Pro Tem Jason De Leon

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Jason De Leon, Councilmember Daniel “Dan” Diaz, Councilmember David Salazar, Jr., and Councilmember Gerardo Lozano

ABSENT: None

NAYS: None

ABSTAIN: None

The motion to Approve carried.

12. OTHER BUSINESS:

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

None

13. EXECUTIVE SESSION

MOTION: Mayor Pro Tem Jason De Leon to convene into Executive Session.

SECOND: Councilmember Daniel “Dan” Diaz

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Jason De Leon, Councilmember Daniel “Dan” Diaz, Councilmember David Salazar, Jr., and Councilmember Gerardo Lozano

ABSENT: None

NAYS: None

ABSTAIN: None

The motion to Approve carried.

Mayor Ramiro Garza, Jr. convened into Executive Session at 7:02 p.m.

OPEN SESSION

MOTION: Councilmember David Salazar, Jr. to convene into Open Session.

SECOND: Councilmember Gerardo Lozano

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr., Councilmember David Salazar, Jr., and Councilmember Gerardo Lozano

ABSENT: Mayor Pro Tem Jason De Leon, and Councilmember Daniel “Dan” Diaz,

NAYS: None

ABSTAIN: None

The motion to Approve carried.

Mayor Ramiro Garza, Jr. Reconvened into Open Session and stated no action was taken in Executive Session.

A. Consultation with City Attorney. (§551.071. Consultation with Attorney; Closed Meeting; §551.087)

MOTION: Councilmember David Salazar, Jr. to Approve Authorizing the City Attorney and the City Manager to proceed as directed as discussed in Executive Session.

SECOND: Councilmember Gerardo Lozano

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr., Councilmember David Salazar, Jr., and Councilmember Gerardo Lozano

ABSENT: Mayor Pro Tem Jason De Leon, and Councilmember Daniel “Dan” Diaz,

NAYS: None

ABSTAIN: None

The motion to Approve carried.

B. Discussion and Possible Action Regarding the Purchase, Exchange, Lease, or Value of Real Property. (§551.071 Consultation with Attorney; §551.072 Deliberation Regarding Real Property; Closed Meeting; §551.087 Deliberation Regarding Economic Development Negotiations; Closed Meeting.) Burns Brothers Ltd.

MOTION: Councilmember David Salazar, Jr. to Approve authorizing the conveyance of real property pursuant to an Economic Development agreement with the Burns

Brothers Limited as presented in Executive Session and to authorize and direct the City Manager to effectuate all instruments, agreements, and documents necessary to accomplish the conveyance of the property in accordance with the terms and conditions of the agreement as discussed in Executive Session.

SECOND: Councilmember Gerardo Lozano

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr., Councilmember David Salazar, Jr., and Councilmember Gerardo Lozano

ABSENT: Mayor Pro Tem Jason De Leon, and Councilmember Daniel “Dan” Diaz,

NAYS: None

ABSTAIN: None

The motion to Approve carried.

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

MOTION: Councilmember David Salazar, Jr. to Approve Authorizing the City Manager to proceed as directed as discussed in Executive Session.

SECOND: Councilmember Gerardo Lozano

There was no discussion.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr., Councilmember David Salazar, Jr., and Councilmember Gerardo Lozano

ABSENT: Mayor Pro Tem Jason De Leon, and Councilmember Daniel “Dan” Diaz,

NAYS: None

ABSTAIN: None

The motion to Approve carried.

14. ADJOURNMENT

MOTION: Councilmember David Salazar, Jr. to Adjourn the meeting.

SECOND: Councilmember Gerardo Lozano

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr., Councilmember David Salazar, Jr., and Councilmember Gerardo Lozano

ABSENT: Mayor Pro Tem Jason De Leon, and Councilmember Daniel “Dan” Diaz,

NAYS: None

ABSTAIN: None

The motion to Approve carried.

Mayor Ramiro Garza, Jr. Adjourned the meeting.

CITY OF EDINBURG

Ramiro Garza, Jr., Mayor

ATTEST:

Clarice Y. Balderas, City Secretary

City Council Approval: _____



**MINUTES OF THE EDINBURG CITY COUNCIL SUPPLEMENTAL REGULAR
MEETING**

CITY OF EDINBURG, HIDALGO COUNTY, TEXAS

Location: Edinburg City Hall-Council Chambers
415 West University Dr.
Edinburg, Texas 78541

SEPTEMBER 02, 2025

6:00 PM

Mayor Ramiro Garza, Jr. called the meeting to order at 6:00 p.m.

PRESENT:

Ramiro Garza, Jr.	Mayor
Jason De Leon	Mayor Pro Tem
Daniel “Dan” Diaz	Councilmember Place 1
David Salazar, Jr.	Councilmember Place 3
Gerardo Lozano	Councilmember Place 4
Myra L. Ayala	City Manager
Clarice Y. Balderas	City Secretary
Josephine Ramirez Solis	City Attorney

1. CALL TO ORDER, ESTABLISH QUORUM

2. PUBLIC COMMENTS

Gilberto Ortiz: Mr. Ortiz stated when his late wife became ill he learned firsthand the importance of disabled parking and now that he is partially disabled, he has noticed how disabled parking is being taken very casually. He stated the Police Department cannot be driving through parking lots looking for violations but he asks that everyone be more respectful of the American’s Disability Act. Mr. Ortiz suggested a public service announcement that the Edinburg Police Department will be enforcing the disabled parking regulations and that Judge Bustos start fining violators. He asks that the Mayor and Council extend their full support to get this into control out of respect for the elderly. Mr. Ortiz stated UTRGV had an outstanding football game with a very large crowd and the Edinburg Police Department did a good job controlling the crowds.

Fern McClaugherty: Ms. McClaugherty stated she wanted the Council to look at a few of the people from the community who are affected by the tax rate, she asked the group that are in support of the one-cent tax reduction to stand. Ms. McClaugherty stated her speech is intended to take back the community from the constant tax increases for things they do not

want. She said the Council has voted unanimously to keep the existing members of the appraisal district and the increase of the property values. The Council has also increased the water rate by 67% and are in the process of building a high-rise parking facility that no one wants except for the county. Ms. McClaugherty said, as soon as elections are over, there will be a push for selling bonds, which makes it easier to request political contributions. She said her one-cent request is that the 63-cent tax rate be reduced to 62 cents and she wants the promise that the Council will not sell bonds unless approved by the people who will have to pay for the increased debt. Ms. McClaugherty stated the City currently pays a little over \$8 million a year in interest for the current bonds and the only thing the people get is to pay the bill. She stated the tax reduction could be easily overcome by the new businesses that are currently under construction, but if the Council feels that reducing the rate by one cent is unacceptable she would speak against the reelection of every existing Councilmember. She said elected officials cannot keep increasing the City debt to get reelected. Ms. McClaugherty stated 25% of the population in the City of Edinburg live in poverty and increasing taxes will only increase poverty. She said why increase the debt for things people do not need or want; the commitment for a tax reduction will put her influence on the people of Edinburg.

Cecil Adams: Mr. Adams stated he lives across the street from a proposed bar, he said there is an established elementary school in the area and he does not think that is something the students should be exposed to. He stated a bar would also bring unwanted traffic through his neighborhood, he said the intersection is already bad. There have been two accidents that ended up in his front yard, in which he has lost trees, landscaping, and an irrigation standpipe twice. Mr. Adams stated many drivers run the red light and he thinks they need to find a more suitable location for that type of establishment.

Denisse S.: Ms. Denise stated the City of Edinburg is known for the Cultural Arts, intellectual pursuit with UTRGV at its center, family friendly waterparks, Municipal Park, World Birding Center, and the health focused Hike and Bike Trails. She stated Canton Road is a street that welcomes countless families home daily, with a lovely adult assistance Alzheimer's living and a doctor's office; the shining example of the city's teachers creating one of the best learning environments at Canterbury Elementary and more than a dozen of Edinburg's finer neighborhoods. Ms. Denise stated the new proposed business would negatively mark and deter all of those activities, she said it has recently been seen what could happen quickly in a city where bars are prioritized. She stated Edinburg chooses peace and intellectual pursuit over superficial bars that show up overnight and just as quickly disappear or are transferred to the next owner. Ms. Denise said McColl and Jackson Road are 50 mile per hour corridors and the hike and bike trail is nearby they do not need a bar altering the peaceful landscape to their neighborhood and as residents of Canton Street they want a family friendly heaven when they head home, not another stressful deterrence or a high speed accident creating traffic. She said they already are taxed enough and their peace and safety of their neighborhoods does not need to be taxed as well. Ms. Denise stated they get to choose for the future of Edinburg because once a location is set as a bar, there is no turning back, but today they have the opportunity as a city to protect some the most established neighborhoods.

Sonia Enriquez, President Elect with the Kiwanis Club of Edinburg: Ms. Enriquez was present with Lean Gutierrez and Imelda Rodriguez. Ms. Enriquez stated September is

recognized as Child Cancer Awareness month and the color gold is worn as a symbolic color representing strength and courage. The month brings awareness on pediatric cancer, support affected families, and inspire funding for research for improve diagnosis and treatment. Ms. Enriquez stated they have been hosting the Kiwanis Carnival of Hope for the last 10 years, this year's theme is "Give Pediatric Cancer the Boot", and they encourage everyone to dress up in their hats and cowboy boots and join them as they host children from across the Rio Grande Valley who have been affected by cancer. She said they would have free food, games prizes, and music on Saturday, September 20, 2025, at 1:00 p.m. to 4:00 p.m. at the Edinburg Activity Center Ms. Enriquez stated they have been blessed to have over 20 groups, businesses, schools, and non-profit organizations volunteer to make a very special day for them.

Maria Kanto: Ms. Kanto stated she submitted public information requests for four different addresses and has only received two permits that were approved the same day the carports were being built, she has received no variances, and no mailings to the surrounding neighbors. She said has yet to get a permit for the beauty salon, and the people around have a right to know if any type of business will be conducted in their surroundings. Ms. Kanto asked the Council not to raise the tax rates because they have already increased the property values. She stated she has rentals and rental properties do not get any discounts.

Juanita Lopez & Elena Cantu: Ms. Cantu stated they were present because there was a cell phone tower being erected next to Ms. Lopez home and that is a residential area. Ms. Cantu said the Planning and Zoning Commission decided to change the land designation from residential to commercial or industrial but no one in the area received a notice of the land use change. She stated the person erecting this tower has a paved road headed to the area by his home and he should build the tower there and not in between two residences. Ms. Cantu stated they do not want him to lose money because that tower is a big money maker they just want him to build it somewhere else.

Raul Rangel, Sacred Heart Church: Mr. Rangel stated they have had their festival on an annual basis for fund raising and most importantly for community involvement. He thanked the Council for their support and Mr. Acevedo and the Planning and Zoning staff for their help on the planning of the event. Mr. Rangel invited everyone to come out this Saturday, September 6, 2025 as they celebrate 98 years of a parish within the Catholic Diocese of Brownsville.

There were no further comments.

3. ADJOURNMENT

MOTION: Councilmember Daniel "Dan" Diaz to Adjourn the meeting.

SECOND: Councilmember David Salazar, Jr.

Mayor Ramiro Garza, Jr. called for a vote.

RECORD OF VOTE:

AYES: Mayor Ramiro Garza, Jr., Mayor Pro Tem Jason De Leon, Councilmember Daniel “Dan” Diaz, Councilmember David Salazar, Jr., and Councilmember Gerardo Lozano

ABSENT: None

NAYS: None

ABSTAIN: None

The motion to Approve carried.

Mayor Ramiro Garza, Jr. Adjourned the meeting at 6:50 p.m.

CITY OF EDINBURG

Ramiro Garza, Jr., Mayor

ATTEST:

Clarice Y. Balderas, City Secretary

City Council Approval: _____